

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

303B



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
March 11, 2010

SUBJECT: Abatement of Public Nuisance [Accumulation of Rubbish];
Case No.: CV 07-8107; SWEENEY
Subject Property: 22207 De Prad Street, Perris; APN: 325-181-007
District Five

RECOMMENDED MOTION: Move that:

- (1) The accumulation of rubbish on the real property located at 22207 De Prad Street, Perris, Riverside County, California, APN: 325-181-007, 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 James Albert Sweeney and Norman Sweeney, 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.

JULIE A. JARVI, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

(Continued)

FINANCIAL DATA	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

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

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley 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

Kecia Harper-Ihem

Absent: None

Clerk of the Board

Date: March 23, 2010

By:
Paul Eltes

xc: Co. Co., CED, Prop. Owner, Sheriff

Deputy

Prev. Agn. Ref.:

District: 5

Agenda Number:

9.3

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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

- (3) If the owners 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 November 27, 2007. 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: tires, vehicle parts, dismantled electronics, discarded wood, green waste, dismantled tractor; two dismantled boats; two dismantled spas; discarded furniture; rubbish and other miscellaneous items.
2. Subsequent inspections of the above-described real property on February 13, 2008, March 24, 2008, April 29, 2008, August 29, 2008, September 30, 2008, April 30, 2009, September 15, 2009 and March 9, 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 07-8107
4 [ACCUMULATION OF RUBBISH] APN: 325-)
5 181-007, 22207 DE PRAD STREET, PERRIS,) DECLARATION OF OFFICER
6 COUNTY OF RIVERSIDE, STATE OF) JENNIFER MORRIS
7 CALIFORNIA; JAMES ALBERT SWEENEY)
8 AND NORMAN LLOYD SWEENEY, OWNERS.) [R.C.O. No. 541 (RCC Title 8.120)]
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8 I, Jennifer Morris, 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 Officer. My current official duties as a Code Enforcement Officer include inspecting
13 property for violations and enforcement of the provisions of Riverside County Ordinances.

14 2. I am informed and believe and based thereon allege that on November 27, 2007, Senior
15 Code Enforcement Officers Bowles and Keyes together with Code Enforcement Officers Starkweather,
16 Lyon, Arriola and McMullen conducted an initial inspection of the real property described as 22207 De
17 Prad Street, Perris, Riverside County, California and further described as Assessor's Parcel Number 325-
18 181-007 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers
19 map indicating the location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated
20 herein by reference.

21 3. A review of County records and documents disclosed that THE PROPERTY is owned by
22 James Albert Sweeney and Norman Lloyd Sweeney (hereinafter referred to as "OWNERS"). Certified
23 copies of the County Equalized Assessment Roll for the year 2009-2010 and County Geographic
24 Information System ("GIS") report is attached hereto as Exhibit "B" and incorporated herein by reference.

25 4. Based on the Lot Book Report from First American Title Company on May 29, 2008 and
26 updated by RZ Title Service on July 2, 2009 and January 12, 2010, it is determined that additional parties
27 may potentially hold a legal interest in THE PROPERTY, to wit: Industrial League Credit Union, Nicole
28 Marie Espinoza, Nord & De La Flor, Jeffrey Gwynn, Esq. and Christopher Walker, Esq. (hereinafter

1 collectively referred to as "INTERESTED PARTIES"). True and correct copies of the Lot Book Reports
2 are attached hereto as Exhibit "C" and incorporated herein by this reference

3 5. I am informed and believe and based thereon allege that on November 27, 2007, Senior
4 Code Enforcement Bowles and Keyes together with Code Enforcement Officers Starkweather, Lyon,
5 Arriola and McMullen conducted an initial inspection of THE PROPERTY. They met with OWNERS
6 and were granted permission to inspect THE PROPERTY: The officers observed an accumulation of
7 rubbish throughout THE PROPERTY consisting of but not limited to: tires; vehicle parts; dismantled
8 electronics; discarded wood; green waste; dismantled tractor; dismantled boats; dismantled spas;
9 discarded furniture; rubbish; and other miscellaneous items. Using a measuring wheel, Officer Bowles
10 took measurements of the affected areas and determined the total amount of accumulated rubbish was
11 thirty seven thousand four hundred thirty six (37,436) square feet. A Notice of Violation was posted on
12 THE PROPERTY.

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

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

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

20 9. On December 20, 2007, a Notice of Violation was mailed to OWNERS by certified mail,
21 return receipt requested. On February 8, 2008, a Notice of Violation was sent to OWNERS and
22 INTERESTED PARTIES by certified mail, receipt requested. On July 21, 2008, a Notice of Violation
23 was mailed to additional INTERESTED PARTIES by certified mail, return receipt requested.

24 10. I am informed and believe and based thereon allege that on February 13, 2008, Code
25 Enforcement Officers McMullen, Dietrich and Jurden conducted a follow-up inspection of THE
26 PROPERTY. They were granted permission to inspect by OWNER. The officers observed the parcel
27 was unchanged and remained in violation of Riverside County Ordinance No. 541.

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1 11. I am informed and believe and based thereon allege that on March 24, 2008, Officer Mc
2 Mullen returned to THE PROPERTY to conduct a follow up inspection. He was granted permission to
3 inspect by OWNER. Officer McMullen noted that some of the accumulated rubbish had been removed
4 and a sizable amount had been separated into piles.

5 12. I am informed and believe and based thereon allege that on April 29, 2008, Officer Mc
6 Mullen was granted permission by OWNER to conduct another inspection of THE PROPERTY. Officer
7 McMullen noted little progress from his prior inspection. OWNER stated that approximately two
8 thousand (2,000) tires remained on the parcel and that he had removed approximately four hundred (400).

9 13. On September 30, 2008, Officers McMullen, Arriola and I returned to THE PROPERTY and
10 conducted a follow-up inspection. We were granted permission to inspect by OWNER. Additional
11 accumulated rubbish had been removed; however, a large amount still existed.

12 14. I am informed and believe and based thereon allege that on April 30, 2009, Code
13 Enforcement Officer Arriola conducted a follow-up inspection of THE PROPERTY. A neighboring
14 property owner granted Officer Arriola permission to inspect THE PROPERTY from their backyard.
15 Through the chain link fencing, Officer Arriola observed the parcel was unchanged and accumulated
16 rubbish remained.

17 15. On September 15, 2009, I conducted another inspection of THE PROPERTY. OWNER
18 granted me permission to enter THE PROPERTY. I observed that approximately twenty percent (20%)
19 of THE PROPERTY had been cleared. THE PROPERTY remained in violation of Riverside County
20 Ordinance No. 541.

21 16. Based upon my experience, knowledge and visual observations, it is my determination that
22 the conditions on THE PROPERTY are dangerous to the neighboring property owners and the general
23 public. The accumulated rubbish creates a harborage for rodents and insects, is a fire hazard and is a
24 public and attractive nuisance.

25 17. 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 March 19,

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1 2008, as Instrument Number 2008-0133634. A true and correct copy of the notice is attached hereto and
2 incorporated herein by reference as Exhibit "E".

3 18. A follow-up inspection on March 9, 2010, revealed that THE PROPERTY remains in
4 violation.

5 19. On February 16, 2010, the second notice, "Notice to Abate Public Nuisance" providing
6 notification of the Board of Supervisors' hearing scheduled for March 23, 2010 was mailed to OWNERS,
7 and Interested Parties by certified mail, return receipt requested and on March 9, 2010 was posted on THE
8 PROPERTY. True and correct copies of the notice and supporting documentation are attached hereto as
9 Exhibit "G" and incorporated herein by reference.

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

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

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

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

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

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

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

Executed this 9th day of March, 2010, at Riverside, California.



JENNIFER MORRIS
Code Enforcement Officer
Code Enforcement Department

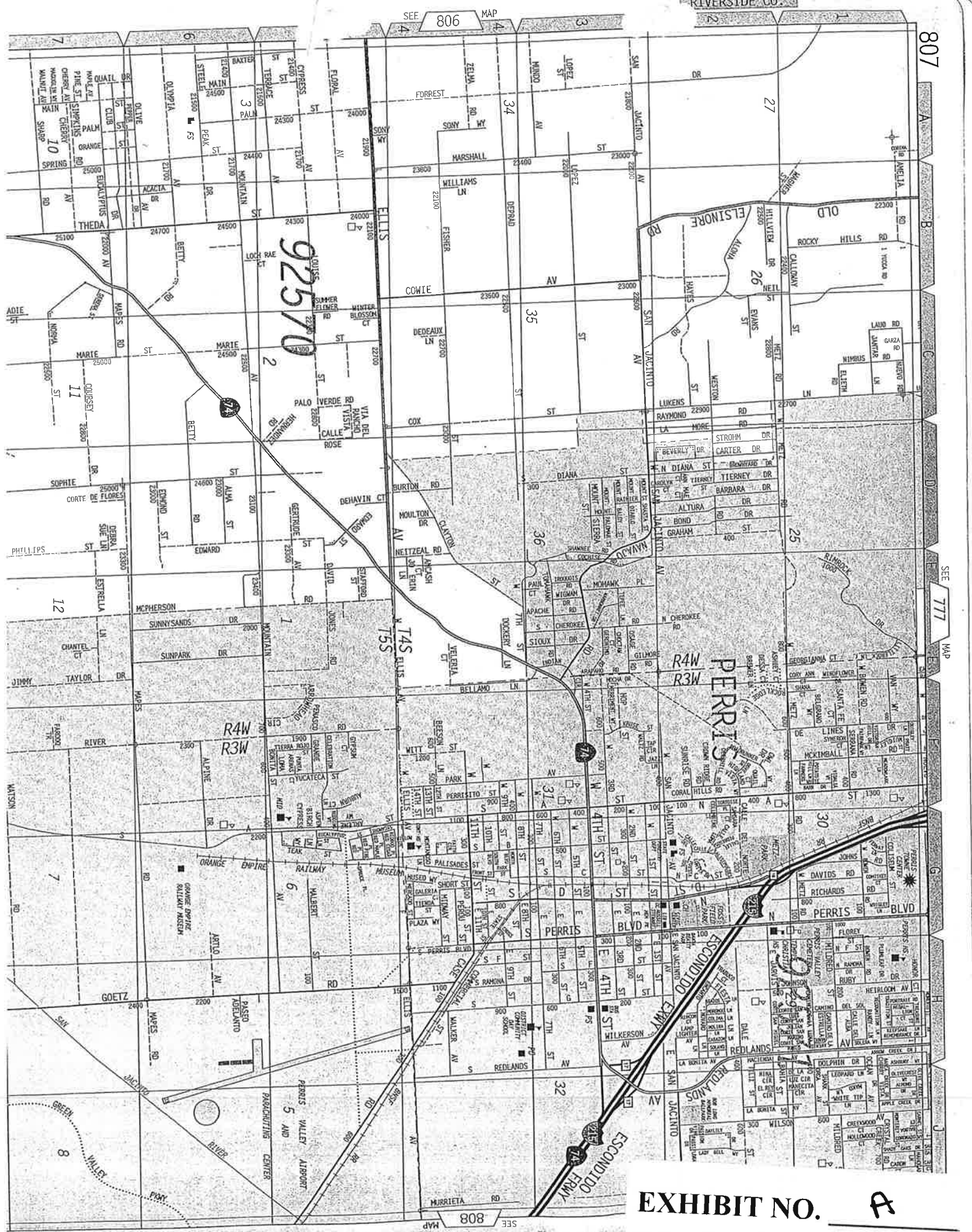


EXHIBIT NO. A

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

Assessment #325181007-1	Parcel # 325181007-1
Assessee: SWEENEY JAMES ALBERT	Land 55,203
Assessee: SWEENEY NORMAN LLOYD	Structure 2,760
Mail Address: 22207 DE PRAD ST PERRIS CA 92570	Full Value 57,963
Real Property Use Code: YS	Homeowners' Exemption 7,000
Base Year 2004	Total Net 50,963
Conveyance Number: 0942060	
Conveyance (mm/yy): 12/2003	
PUI: R070000	
TRA: 87-008	
Taxability Code: 0-00	
ID Data: Lot 63 RS 022/065	
Situs Address: 22207 DE PRAD ST PERRIS CA 92570	

View Parcel Map

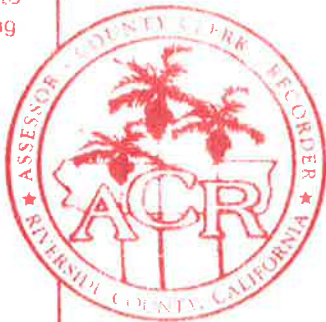
This must be in red to be a
"CERTIFIED COPY"

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. Ward
Assessor - County Clerk - Recorder
County of Riverside, State of California

NOV 03 2009

Dated: _____



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

EXHIBIT NO. B

RIVERSIDE COUNTY GIS



Selected parcel(s):
325-181-007

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 WITH PERMITS REPORT

APNs

325-181-007-1

OWNER NAME / ADDRESS

JAMES ALBERT SWEENEY
NORMAN SWEENEY
22207 DE PRAD ST
PERRIS, CA. 92570

MAILING ADDRESS

C/O NORMAN LLOYD SWEENEY

EXHIBIT NO. *B2*

22207 DE PRAD ST
PERRIS CA.. 92570

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: RS 22/65
SUBDIVISION NAME: NOT AVAILABLE
LOT/PARCEL: 63, BLOCK: NOT AVAILABLE
TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 2.39 ACRES

PROPERTY CHARACTERISTICS

NO PROPERTY DESCRIPTION AVAILABLE

THOMAS BROS. MAPS PAGE/GRID

PAGE: 807 GRID: B4

CITY BOUNDARY/SPHERE

NOT WITHIN A CITY
CITY SPHERE: PERRIS
NO ANNEXATION DATE AVAILABLE
NO LAFCO CASE # AVAILABLE
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

T4SR4W SEC 35

ELEVATION RANGE

1620/1624 FEET

PREVIOUS APN

325-180-047

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
RC-VLDR

AREA PLAN (RCIP)

MEAD VALLEY

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

R-R

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

ENVIRONMENTAL

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

FIRE

HIGH FIRE AREA (ORD. 787)
NOT IN A HIGH FIRE AREA

FIRE RESPONSIBILITY AREAS
STATE RESPONSE AREA

DEVELOPMENT FEES

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

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

ROAD & BRIDGE DISTRICT
NOT IN A DISTRICT

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

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)
IN OR PARTIALLY WITHIN THESE FEE AREAS. SEE MAP FOR MORE INFORMATION.
CENTRAL

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)

MEAD VALLEY

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

IN OR PARTIALLY WITHIN A FEE AREA. SEE MAP FOR MORE INFORMATION.

DEVELOPMENT AGREEMENTS

NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY

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

ROAD BOOK PAGE

61

CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS

NOT IN A CETAP CORRIDOR.

HYDROLOGY

FLOOD PLAIN REVIEW

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

WATER DISTRICT

EMWD

FLOOD CONTROL DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED

SAN JACINTO VALLEY

GEOLOGIC

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.

MISCELLANEOUS

SCHOOL DISTRICT

PERRIS & PERRIS UNION HIGH

COMMUNITIES

GOOD HOPE

COUNTY SERVICE AREA

IN OR PARTIALLY WITHIN
 PERRIS/WAGON WHEEL #70 -
 STREET LIGHTING
 ROAD MAINTAINANCE

LIGHTING (ORD. 655)

ZONE B, 37.44 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

042903

TAX RATE AREAS

087-008

- COUNTY FREE LIBRARY
- COUNTY SERVICE AREA 70 *
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUN WATER IMP DIST 8
- EASTERN MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- PERRIS AREA ELEM SCHOOL FUND
- PERRIS JR HIGH AREA FUND
- PERRIS SCHOOL
- PERRIS UNION HIGH SCHOOL
- PERRIS VALLEY CEMETERY
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SAN JACINTO BASIN RESOURCE CONS

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV078107	ABATEMENT	Sep. 27, 2007
CV079893	ABATEMENT	Nov. 27, 2007

BUILDING PERMITS

Case #	Description	Status
BZH08669	MH INSTALL (12X 66 FLEETWOOD)	FINAL
BZ295378	SITE PREP	FINAL

ENVIRONMENTAL HEALTH PERMITS

NO ENVIRONMENTAL PERMITS

PLANNING PERMITS

NO PLANNING PERMITS

REPORT PRINTED ON...Tue Dec 01 13:15:29 2009



INVOICE

Order Number: 21122 **Order Date:** 1/12/2010

Customer Information:

Acct No. 1044

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

Attn: Brent Steele
REF: CV07-8107/Yadira Oseguera
IN RE: SWEENEY, JAMES ALBERT

Product and/or Service ordered for Property known as:	
22207 De Prad Street Perris, CA 92570	
DESCRIPTION:	FEE:
Updated Lot Book	\$57.00
TOTAL DUE:	\$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

Order Number: **21122**

4080 Lemon Street
 Riverside CA 92501

Order Date: 1/12/2010

Dated as of: 1/13/2010

County Name: Riverside

Attn: Brent Steele
 Reference: CV07-8107/Yadira Oseguera
 IN RE: SWEENEY, JAMES ALBERT

FEE(s):
 Report: \$57.00

Property Address: 22207 De Prad Street
 Perris CA 92570

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. : 325-181-007-1

Assessments:	Land Value:	\$55,203.00
	Improvement Value:	\$2,760.00
	Exemption Value:	\$7,000.00
	Total Value:	\$50,963.00

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$431.55
Penalty	\$43.13
Status	NOT PAID-DELINQUENT
Second Installment	\$431.55
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2010)
Prior Delinquencies for tax defaulted year(s)	2004-2008
Redemption Amount	\$4,808.09
If paid by	01/31/2010
Redemption Amount	



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

Order Number: 21122

Reference: CV07-8107/Yadira

If paid by

NO OTHER EXCEPTIONS



INVOICE

Order Number: 19330	Order Date: 7/2/2009
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Customer Information:

Acct No. 1044

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

Attn: Brent Steele
REF: CV07-8108 and CV07-8107
IN RE: SWEENEY, JAMES ALBERT

Product and/or Service ordered for Property known as:	
22207 De Prad Street Perris, CA 92570	
DESCRIPTION:	FEE:
Updated Lot Book	\$60.00
TOTAL DUE:	\$60.00

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: CV07-8108 and CV07-8107
 IN RE: SWEENEY, JAMES ALBERT

Property Address: 22207 De Prad Street
 Perris CA 92570

Order Number: **19330**

Order Date: 7/2/2009
 Dated as of: 7/2/2009
 County Name: Riverside

FEE(s):
 Report: \$60.00

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. : 325-181-007-1

Assessments:	Land Value:	\$54,121.00
	Improvement Value:	\$2,706.00
	Exemption Value:	\$7,000.00
	Total Value:	\$49,827.00

Property Taxes for the Fiscal Year	2008-2009
First Installment	\$474.17
Penalty	\$47.39
Status	NOT PAID-DELINQUENT
Second Installment	\$474.17
Penalty	\$78.39
Status	NOT PAID-DELINQUENT

NO OTHER EXCEPTIONS



Riverside Title
3625 Fourteenth Street
Riverside, CA 92501

May 29, 2008

County of Riverside, Code Enforcement Department
24318 Hemlock Avenue, Suite C-1
Moreno Valley, CA 92557-7224
Attn: Thomas McMullen

Reference: Cv 07-9892

Title Officer: **Sharon Chase**
Telephone: **(951)787-1700**
Fax: **(866)208-8769**

Order No.: **0625-3084364**

Owner: **James Albert Sweeney and Eula Virginia Sweeney**

Property: **22207 Deprad Street**
Perris, CA

APN: **325-181-007-1**

Attached please find the following item(s):

Combination Guarantee

All inquiries and correspondence regarding the above should be directed to the Title Officer/Escrow Officer listed above.

Thank you for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

CUSTOMER FIRST!
First American Title Insurance Company

COMBINATION GUARANTEE

SCHEDULE A

Order No.: **0625-3084364**

Liability: **\$1,500.00**

Fee: **\$150.00**

1. Name of Assured: **County of Riverside, Code Enforcement Department**

2. Date of Guarantee: **May 22, 2008**

The Assurances referred to on the face page hereof are set forth in Schedules B and C.

Dated: **05/22/2008** at 7:30 am

First American Title Insurance Company

By Curt S. Johnson - President

LOT BOOK GUARANTEE

SCHEDULE B

The assurances referred to on the face page hereof are:

That, according to the company's property records relative to the following described land (but without examination of those company records maintained in indexed by name):

See legal description attached hereto and made a part hereof

A. The last recorded instrument purporting to transfer title to said land is:

DOCUMENT TYPE:	Grant Deed
RECORDED:	September 29, 1994
INSTRUMENT#:	94-377911
BOOK:	
PAGE:	
EFFECTIVE DATE:	May 22, 2008

No Guarantee is made regarding (A) matters affecting the beneficial interest of any mortgage or Deed of Trust which may be shown herein as an Exception, or (B) other matters which may affect any such mortgage or Deed of Trust.

No Guarantee is made regarding any liens, claims or liens, defects or encumbrances other than those specifically provided for above, and if information was requested by reference to a street address, no guarantee is made that land is the same as said address.

EXCEPTION B:

1. A deed of trust to secure an original indebtedness of \$49,500.00 recorded September 29, 1994 as Instrument No. 94-377912 of Official Records.
Dated: September 23, 1994
Trustor: James Albert Sweeney and Eula Virginia Sweeney, husband and wife as joint tenants
Trustee: S.B.S. Trust Deed, a California Corporation
Beneficiary: Industrial League Credit Union

2. The effect of a deed executed by James Albert Sweeney to Norman Lloyd Sweeney, recorded December 2, 2003 as Instrument No. 03-942060 of Official Records..

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

LEGAL DESCRIPTION

The land referred to in this report is situated in the unincorporated area of the County of **Riverside**, State of **California** , and described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED AUGUST 8, 1883, DESCRIBED AS FOLLOWS:

THE WEST HALF OF PARCEL 63 OF RECORD OF SURVEY ENTITLED: RECORD OF SURVEY BEING A PORTION OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS PER MAP RECORDED IN BOOK 22, PAGE 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM THE SOUTHWEST QUARTER OF SAID SECTION, ONE-HALF OF ALL OIL, AND MINERAL RIGHTS AS RESERVED TO ADA SEARS BONHAM BY DEED RECORDED MARCH 5, 1938 IN BOOK 367 PAGE 35, OFFICIAL RECORDS.

APN #: **325-181-007-1**

JUDGMENT AND TAX LIEN GUARANTEE

SCHEDULE C

The assurances referred to on the face page hereof are:

That, according to the indices of the county recorder of **Riverside** County, California, for a period of 10 years immediately prior to the date hereof, there are no:

Federal Tax Liens
Abstracts of Judgement, or
Certificates of State Tax Liens

Filed or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown below under Exception C.

The parties referred to in this guarantee are as follows:

James Albert Sweeney and Eula Virginia Sweeney

Liability Exclusions and Limitations

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The company's liability hereunder shall be limited to the amount of actual loss sustained by the assured because of reliance upon the assurances herein set forth, but in no event shall the company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

EXCEPTION C:

1. Case No. CV 99-1958, and the lien of any assessment arising therefrom by the Department of Building and Safety recorded December 28, 2000 as Instrument No. 00-515349 of Official Records. The above notice is evidence that some violation of a local ordinance relating to building, zoning, health and safety or environmental protection may have occurred on the land.
2. Case No. CV02-4089, and the lien of any assessment arising therefrom by the Department of Building and Safety recorded November 25, 2003 as Instrument No. 03-929325 of Official Records. The above notice is evidence that some violation of a local ordinance relating to building, zoning, health and safety or environmental protection may have occurred on the land.
3. Notice of Pendency of Administrative Proceedings No. CV 02-4089, and the lien of any assessment arising therefrom by the Department of Building and Safety recorded October 20, 2004 as Instrument No. 04-831607 of Official Records.
4. Notice of Pendency of Administrative Proceedings No. CV 02-4197, and the lien of any assessment arising therefrom by the Department of Building and Safety recorded November 24, 2004 as Instrument No. 04-937174 of Official Records.
5. Case No. CV07-8108, CV07-8109, CV07-8107, CV07-9893 and CV07-9892, and the lien of any assessment arising therefrom by the Department of Building and Safety recorded March 3, 2008 as Instrument No. 08-102745 of Official Records. The above notice is evidence that some violation of a local ordinance relating to building, zoning, health and safety or environmental protection may have occurred on the land.
6. Case No. CV07-8108, CV07-8109, CV07-8107, CV07-9896 and CV07-9892, and the lien of any assessment arising therefrom by the Department of Building and Safety recorded March 19, 2008 as Instrument No. 08-133634 of Official Records. The above notice is evidence that some violation of a local ordinance relating to building, zoning, health and safety or environmental protection may have occurred on the land.
7. A judgment for child, family or spousal support, a certified copy of which recorded September 8, 1994 as Instrument No. 94-347198 of Official Records.

Court: Superior Court of California, County of Riverside
Case No.: 135 273
Debtor: Norman Lloyd Sweeney
Creditor: Rarsha Ali Sweeney c/o County of Riverside Dist. Attorney

8. A judgment for child, family or spousal support, a certified copy of which recorded March 6, 1995 as Instrument No. 95-68095 of Official Records.

Court: Superior Court of California, County of Riverside
Case No.: 293980DA
Debtor: Eula Sweeney aka Coleman aka Harper
Creditor: County of Riverside

9. A judgment for child, family or spousal support, a certified copy of which recorded January 15, 1998 as Instrument No. 98-14275 of Official Records.
- Court: Superior Court of California, County of Riverside
Case No.: 056428DA
Debtor: Norman Sweeney
Creditor: County of Riverside
10. A certified copy of a judgment or an abstract thereof, recorded April 27, 1998 as Instrument No. 98-160967 of Official Records.
- Court: Municipal Court of Riverside
Case No.: 301094
Debtor: Theodore Allen Sweeney, Norman L. Sweeney
Creditor: InterInsurance Exchange of the Automobile Club of Southern California
Amount: \$4,714.90, and any other amounts due thereunder
11. A certified copy of a judgment or an abstract thereof, recorded May 30, 2006 as Instrument No. 06-390854 of Official Records.
- Court: Superior Court of California, County of Riverside
Case No.: RIC 442011
Debtor: J. Albert Sweeney, II Big Co-Op
Creditor: M. Anthony McAlister, M.D.
Amount: \$53,213.00, and any other amounts due thereunder
12. A certified copy of a judgment or an abstract thereof, recorded July 20, 2006 as Instrument No. 06-531378 of Official Records.
- Court: Superior Court of California, County of Riverside
Case No.: RIC 423398
Debtor: James Albert Sweeney
Creditor: Lagunita Investments, LLC
Amount: \$7,634.95, and any other amounts due thereunder
13. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Riverside County, recorded May 6, 2008, as Instrument No. 08-237587 of Official Records.
- Debtor: Sweeney Norman
Year & No.: 2004-2006/0343539
Amount: \$604.31, and any other amounts due thereunder.
14. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Riverside County, recorded May 21, 2008, as Instrument No. 08-274327 of Official Records.
- Debtor: Sweeney Norman
Year & No.: 2006-2007/0350996
Amount: \$243.61, and any other amounts due thereunder.

Orange Coast
WHEN RECORDED MAIL TO
INDUSTRIAL LEAGUE CREDIT UNION

377912

14511 FRANKLIN AVENUE
TUSTIN, CA 92680
ESCROW NO.: 2-3929-B

RECEIVED FOR RECORD
AT 0900GLOCK

SEP 29 1994

Handwritten initials and numbers

(Space Above This Line For Recording Data)

DEED OF TRUST

(21)

THIS DEED OF TRUST ("Security Instrument") is made on SEPTEMBER 23, 1994
JAMES ALBERT SWEENEY AND EULA VIRGINIA SWEENEY, HUSBAND AND WIFE AS JOINT TENANTS

The trustor is

("Borrower"). The trustee is S.B.S. TRUST DEED, A CALIFORNIA CORPORATION

("Trustee"). The beneficiary is
INDUSTRIAL LEAGUE CREDIT UNION

which is organized and existing under the laws of CALIFORNIA
address is 14511 FRANKLIN AVENUE, TUSTIN, CA 92680

and whose

Vertical handwritten number: 2-1898118

(“Lender”). Borrower owes Lender the principal sum of
FORTY NINE THOUSAND FIVE HUNDRED AND 00/100 X
X
Dollars (U.S. \$ 49,500.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 01, 2009
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in RIVERSIDE County, California:
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED AUGUST 8, 1883,AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.



WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charge Lien. Borrower shall pay all taxes, assessments, charges, fees and impositions which are levied against the Property.

Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including theft or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods which Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

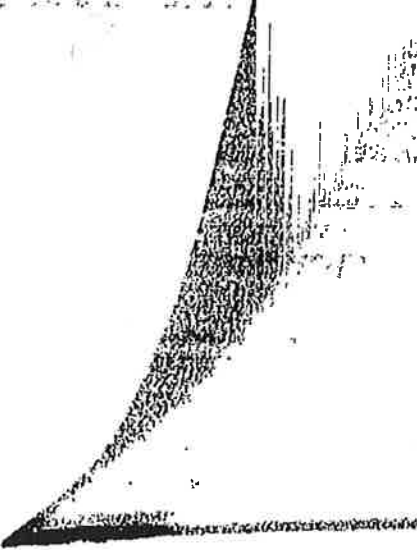
All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.



longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period required) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay as required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any

of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without the written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand on Borrower. Lender shall be entitled to collect

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

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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

24. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

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

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

James Albert Sweeney (Seal)
 JAMES A. SWEENEY -Borrower

Eula Virginia Sweeney (Seal)
 EULA V. SWEENEY -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

DEPRAD

A. SWEENEY AND EULA V. SWEENEY

22207 DEPRAD STREET
PERRIS, CA 92370

CREDITOR:

INDUSTRIAL LEAGUE CREDIT UNION

14511 FRANKLIN AVENUE
TUSTIN, CA 92680

EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY

The land referred to in this Report is situated in the State of California, County of Riverside and is described as follows:

That portion of the southwest quarter of Section 35, Township 4 south, Range 4 west, San Bernardino Base and Meridian, as shown by United States Government Survey approved August 8, 1883, described as follows:

The west half of Parcel 63 of Record of Survey entitled: Record of Survey being a portion of Section 35, Township 4 south, Range 4 west, San Bernardino Base and Meridian, as per map recorded in Book 22, Page 65 of Records of Survey, in the office of the County Recorder of said County.

EXCEPTING from the southwest quarter of said section, one-half of all oil and mineral rights as reserved to Ada Sears Bonham by deed recorded March 5, 1938 in Book 367, Page 35, Official Records.



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO: ✓

NORMAN Sweeney
22207 Deprad
Perris Ca 92570

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Quit Claim Deed

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

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(\$3:00 Additional Recording Fee Applies)

QUITCLAIM DEED

THIS QUITCLAIM DEED, is made on the 4th day of December, 1998, by and between JAMES ALBERT SWEENEY ("First Party") whose residence and/or mailing address is 18931 Dallas Avenue, Riverside, CA. 92508 and NORMAN LLOYD SWEENEY (Second Party), whose residence and/or mailing address is 22207 Deprad Street, Perris, CA., 92570.

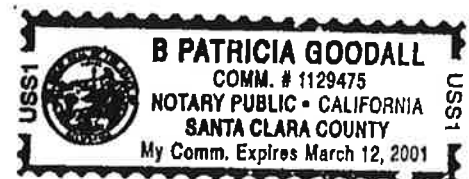
WITNESSETH that in consideration of the sum of ONE DOLLAR, (\$ 1.00) paid by the Second Party, the First Party does hereby release and forever quitclaim unto the Second Party NINETY-NINE PERCENT INTEREST, (99%), RIGHT , TITLE AND CLAIM which the First Party has to the following described real property, together with any improvements thereon.

DISCRIPTION OF PROPERTY (including any improvements)

THIS PROPERTY IS LOCATED AT 22207 DEPRAD STREET, PERRIS, CA. 92370
ASSESSOR'S PARCEL #325-181-007
COMPLETE LEGAL DISCRIPTION ATTACHED THERETO AND MADE A PART
HEREOF AS EXHIBIT "A"

TO HAVE AND TO HOLD the above described property unto the Second Party, and the Second Party's executors, administrators, successors and assigns forever.

It is understood that this conveyance is made without covenents, or warranties of any kind either express or implied.



In witness whereof, the First Party has signed and sealed this Quitclaim Deed on the day and year first above written.

WITNESSES:

Kathryn Sweeney
KATHRYN SWEENEY

James A. Sweeney
FIRST PARTY LEGAL SIGNATURE
JAMES A. SWEENEY

Noelman L. Sweeney
SECOND PARTY LEGAL SIGNATURE
NOELMAN L. SWEENEY

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

ON 12/4/98 before me B. PATRICIA GOODALL, NOTARY PUBLIC, Personally appeared

James A. Sweeney, 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, and that by his/hers/their signature on the instrument

the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal

Patricia Goodall



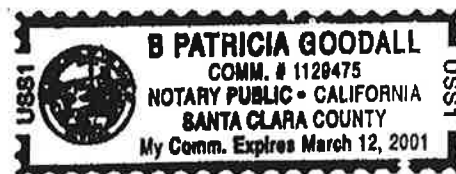
EXHIBIT "A"

The land referred to in this Report is situated in the State of California, County of Riverside and is described as follows:

That portion of the southwest quarter of Section 35, Township 4 south, Range 4 west, San Bernardino Base and Meridian, as shown by United States Government Survey approved August 8, 1883, described as follows:

The west half of Parcel 63 of Record of Survey entitled: Record of Survey being a portion of Section 35, Township 4 south, Range 4 west, San Bernardino Base and Meridian, as per map recorded in Book 22, Page 65 of Records of Survey, in the office of the County Recorder of said County.

EXCEPTING from the southwest quarter of said section, one-half of all oil and mineral rights as reserved to Ada Sears Bonham by deed recorded March 5, 1938 in Book 367, Page 35, Official Records.



When recorded please
mail to:

Mail Stop #1130

DOC # 2000-515349
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 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Gary L. Orso
 Assessor, County Clerk & Recorder



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NOTICE OF NONCOMPLIANCE

In the matter of the Property of)

CASE NO. CV 99-1958



James A Sweeney)
 Eula V Sweeney)

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 commenced with respect to violations of Riverside County Ordinance No. 348 & 457, Section 12, described as **EXCESSIVE OUTSIDE STORAGE (OVER 200 SQ.FT.)**, **OCCUPIED TRAVEL TRAILER & SUBSTANDARD MOBILEHOMES** (x11). Such proceedings are based upon the noncompliance of such real property, located at 22207 De Prad St., Perris, CA and more particularly described as Assessor's Parcel No. 325-181-007 and having a legal description of T4S, R4W, Sec 35, with the requirements of Ordinance No. 348 & 457.

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Building and Safety Department, PO Box 1629, Riverside, CA 92502-1629 Attention Code Enforcement Officer Marr Christian.

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
 DEPARTMENT OF BUILDING AND SAFETY

By: Joseph P. Ponti
 Joseph P. Ponti, Supervising Code Enforcement Officer
 Code Enforcement Division

ACKNOWLEDGMENT

When recorded please mail to:
Mail Stop# 1130



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NOTICE OF NONCOMPLIANCE

In the matter of the Property of

JAMES ALBERT SWEENEY
EULA VIRGINIA SWEENEY

Case No.: CV02-4089

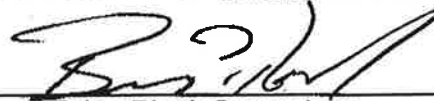


NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 348, 457 & 541, (RCC Title 17.16.010,10.04, 15.08,15.48.040 & 8.120) described as EXCESSIVE OUTSIDE STORAGE, AUTOMOBILE WRECKING,CONSTRUCTION WITHOUT PERMIT, SUBSTANDARD MOBILEHOME & TRAVEL TRAILER & ACCUMULATIVE RUBBISH. Such proceedings are based upon the noncompliance of such real property, located at 22207 DE PRAD ST, PERRIS, Ca and more particularly described as Assessment Parcel No. 325-181-007and having a legal description of SECTION 35, TOWNSHIP 4 SOUTH, RANGE 4 WEST AS RECORDED IN RECORDS OF SURVEY BOOK 22 OF PAGE 65 with the requirements of Ordinance No. 348, 457 & 541, (RCC Title 17.16.010, 10.04, 15.08 ,15.48.040 & 8.120).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Building and Safety Department, RIVERSIDE, Attention Code Enforcement SUSAN BENNELACK

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
DEPARTMENT OF BUILDING AND SAFETY

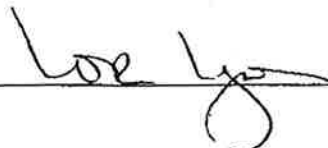
By 
Brian Black Supervisor
Code Enforcement Division

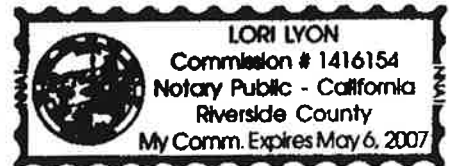
ACKNOWLEDGMENT

State of California)
County of Riverside)

On 11/21/03 before me, Lori Lyon, Notary Public, personally appeared Brian Black, personally known to me 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.





PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

CLERK OF THE BOARD
DEPARTMENT
(CAC - 1ST Floor)
(Annex Bldg.)

DOC # 2004-0831607

10/20/2004 08:00A Fee:NC

Page 1 of 5

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO:

RETURN TO: **STOP #1010**

Clerk of the Board

(CAC Bldg. - 1ST Floor)

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FINDINGS OF FACT

Title of Document

FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE

(CASE NO. CV 02-4089)

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(County Counsel/TLMA Department of Building & Safety: Item 2.26 of 10/19/04)

(FIFTH SUPERVISORIAL DISTRICTS)

ORIGINAL

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FOR RECORDING INFORMATION



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WHEN RECORDED PLEASE MAIL TO:
Dale A. Gardner, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3535 Tenth Street, Suite 300 (Stop #1350)
Riverside, CA 92501

EXEMPT 6103

**BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE)	CASE NO. CV 02-4089
[ACCUMULATED RUBBISH AND EXCESS)	
OUTSIDE STORAGE] APN: 325-181-007, 22207)	FINDINGS OF FACT,
DE PRAD STREET, PERRIS, COUNTY OF)	CONCLUSIONS AND ORDER TO
RIVERSIDE, STATE OF CALIFORNIA; JAMES)	ABATE NUISANCE
ALBERT SWEENEY, EULA VIRGINIA)	
SWEENEY AND NORMAN L. SWEENEY,)	[R.C.O. Nos. 348 Section 5.1 (RCC
OWNERS)	Title 17.16), 541 (RCC Title 8.120) and
	725 (RCC Title 1)]

The above-captioned matter came on regularly for hearing on September 14, 2004, before the Board of Supervisors of the County of Riverside, State of California in the Board Room, First Floor Annex, County Administrative Center, 4080 Lemon Street, Riverside, California regarding the real property described as 22207 De Prad Street, Perris, unincorporated Riverside County, California, APN: 325-181-007 and referred to hereinafter as "THE PROPERTY."

Dale A. Gardner, Deputy County Counsel, appeared along with Jim Monroe Principal Code Enforcement Officer, on behalf of the Director of the Department of Building and Safety.

Mr. Norman Sweeney appeared on behalf of himself, as owner of THE PROPERTY.

The Board of Supervisors received the Declaration of the Code Enforcement Officer together with attached Exhibits evidencing the excessive outside storage of materials and rubbish on THE PROPERTY as a public nuisance and violations of Riverside County Ordinance Nos. 348 and 541 as codified in Riverside County Code Chapters 17.16 and 8.120.

10-19-04 2.26



SUMMARY OF EVIDENCE

1
2 1. Documents of record in the Riverside County Recorder's Office identify the owners
3 of THE PROPERTY as James Albert Sweeney, Eula Virginia Sweeney and Norman L. Sweeney
4 ("OWNERS").

5 2. Documents of title at the time of the inspection indicated that other parties potentially
6 hold a legal interest in THE PROPERTY, to-wit: Norman Lloyd Sweeney, Industrial League Credit
7 Union, and Riverside County Department of Child Support Services ("INTERESTED PARTIES").

8 3. THE PROPERTY has been inspected by Code Enforcement Officers on November
9 10, 2003; December 31, 2003; and January 22, March 2, and July 16, 2004.

10 4. During each inspection, outside storage of materials in excess of 200 square feet and
11 an accumulation of rubbish were observed on THE PROPERTY. The materials included but were
12 not limited to: waste wood, waste metal, dilapidated machinery, used tires, auto parts, clothing, old
13 appliances, buckets, old paint cans, broken electrical items, and other used and second-hand
14 materials. On November 10, 2003, the total area of outside storage and/or rubbish was
15 approximately eighty-seven thousand one hundred twenty (87,120) square feet.

16 5. THE PROPERTY was determined to be in violation of Riverside County Ordinance
17 Nos. 348 (RCC Title 17.16) and 541 (RCC Title 8.120) by the Code Enforcement Officer.

18 6. A Notice of Noncompliance was recorded on November 25, 2003 as Document
19 Number 929325, in the Office of the County Recorder, County of Riverside.

20 7. On November 10, 2003, a Notice of Violation for Violation of RCO Nos. 348 and 541
21 was posted on the property and on November 20, 2003 and January 16, 2004 said Notices of
22 Violation were mailed to the Owner and Interested Parties respectively, by certified mail, return
23 receipt requested.

24 8. On July 15, 2004, a "Notice To Correct County Ordinance Violation and to Abate
25 Nuisance" providing notice of the public hearing before the Board of Supervisors on September 14,
26 2004, was mailed by certified mail, return receipt requested, to THE PROPERTY OWNER and
27 Interested Parties and posted on THE PROPERTY on July 16, 2004.



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FINDINGS AND CONCLUSIONS

WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on September 14, 2004 finds and concludes that:

1. WHEREAS, the excessive outside storage of materials and rubbish on the real property located at 22207 De Prad Street, Perris, Riverside County, California, also identified as Assessor's Parcel Number 325-181-007 violate Riverside County Ordinance Nos. 348 and 541 and constitute a public nuisance.

2. WHEREAS, THE PROPERTY OWNER, occupants or any person having possession or control of the premises should abate the condition by removing and disposing of the excess outside storage of materials and accumulation of rubbish from the subject real property in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 348 and 541 within ninety (90) days.

3. WHEREAS, THE OWNER AND INTERESTED PARTIES ARE HEREBY FUTHER NOTICED that the time within which judicial review of the administrative determinations made herein must be sought is ninety (90) days from the posting and mailing of the Findings of Fact, Conclusions and Order To Abate Nuisance, and is governed by California Code of Civil Procedure Section 1094.6.

ORDER TO ABATE NUISANCE

IT IS THEREFORE ORDERED that the excess outside storage of materials and accumulation of rubbish on THE PROPERTY be abated by THE PROPERTY OWNERS, specifically James Albert Sweeney, Eula Virginia Sweeney, and Norman L. Sweeney or anyone having possession or control of THE PROPERTY, by removing and disposing of the excess outside storage of materials and accumulation of rubbish from the subject real property in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 348 and 541 within ninety (90) days from the posting and mailing of this order.

IT IS FURTHER ORDERED that if the materials are not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 348 and 541, within ninety (90) days of the posting and mailing of this Order, the



1 excess outside storage of materials and accumulation of rubbish shall be abated by representatives of
2 the Riverside County Department of Building and Safety, a contractor or the Sheriff's Department
3 upon receipt of an owner's consent or a Court Order when necessary under applicable law.

4 IT IS FURTHER ORDERED that reasonable costs of abatement, after notice and opportunity
5 for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special
6 assessment against THE PROPERTY pursuant to Government Code Section 25845 and Riverside
7 County Ordinance Nos. 348, 541 and 725.

8 Dated: Oct. 19, 2004

COUNTY OF RIVERSIDE

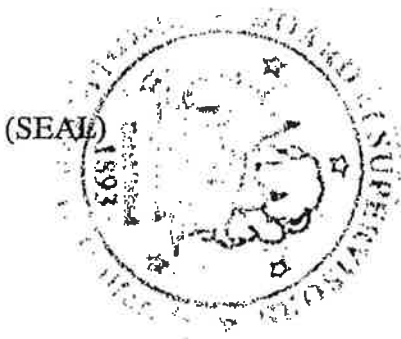
By Roy Wilson
Roy Wilson
Chairman, Board of Supervisors

12 ATTEST:

14 NANCY ROMERO

15 Clerk to the Board

16
17
18 By Nancy Romero
19 Deputy



PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

CLERK OF THE BOARD
DEPARTMENT
(CAC - 1ST Floor)
(Annex Bldg.)

DOC # 2004-0937174

11/24/2004 08:00A Fee:NC

Page 1 of 6

Recorded in Official Records
County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO:

RETURN TO: **STOP #1010**

Clerk of the Board
(CAC Bldg. - 1ST Floor)

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FINDINGS OF FACT

Title of Document

FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE

(CASE NO. CV 02-4197)

(County Counsel/TLMA/Department of Building & Safety: Item 2.4 of 11/23/04)

(FIFTH SUPERVISORIAL DISTRICT)

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WHEN RECORDED PLEASE MAIL TO:
DALE A. GARDNER, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3535 Tenth Street, Suite 300 (Stop #1350)
Riverside, CA 92501

[EXEMPT 6103]

**BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE**

IN RE APPEAL OF ADMINISTRATIVE HEARING DECISION RE: THE ABATEMENT OF PUBLIC NUISANCE: [INOPERABLE VEHICLES]; APN: 325-181-007, 22207 DE PRAD STREET, PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA; JAMES A. SWEENEY AND EULA V. SWEENEY, OWNERS AND APPELLANTS.)	CASE NO. CV 02-4197
)	FINDINGS OF FACT, CONCLUSIONS AND ORDER TO ABATE NUISANCE
)	[R.C.O. No. 520 (RCC Title 10)]

The above-captioned matter came on regularly for hearing on October 19, 2004, before the Board of Supervisors of the County of Riverside, State of California in the Board Room, First Floor Annex, County Administrative Center, 4080 Lemon Street, Riverside, California regarding the appeal of an administrative hearing officer's decision on the abatement of abandoned, wrecked, dismantled or inoperable vehicles and vehicle parts on the real property described as 22207 De Prad Street, Perris, APN: 325-181-007 referred to hereinafter as "The Property."

Dale A. Gardner, Deputy County Counsel, appeared along with Jim Monroe Principal Code Enforcement Officer on behalf of the Director of the Department of Building and Safety.

No one testified on behalf of the property owners.

The Board of Supervisors received the Declaration of the Code Enforcement Officer together with attached Exhibits, evidencing the abandoned, wrecked, dismantled, or inoperable

2004-0837174
11/24/2004 08:08R
2 of 6



1 vehicles and vehicle parts on The Property as violations of Riverside County Ordinance No. 520
2 as codified in Riverside County Code Chapter 10.04, and as a public nuisance.

3 **SUMMARY OF EVIDENCE**

4 1. Documents of record in the Riverside County Recorder's Office identify the owners
5 of The Property as James A. Sweeney and Eula V. Sweeney.

6 2. On November 10, 2003, Code Enforcement Officers inspected The Property with the
7 consent of Owner, James Sweeney. At that time Code Enforcement Officers observed, inventoried,
8 and photographed ninety-two (92) wrecked, dismantled, or inoperative, vehicles and parts thereof,
9 as they were stored outside on The Property.

10 3. The Property was determined to be in violation of Riverside County Ordinance No.
11 520 (RCC Title 10) by the Code Enforcement Officer.

12 4. On December 1, 2003, a Notice of Intention to Abate and Remove the Vehicles or
13 Parts Thereof, was mailed via certified mail, return receipt requested, to the Owners and identifiable
14 registered owners of the vehicles at the addresses as listed with the Department of Motor Vehicles.

15 5. At Owners' request, an administrative hearing was held on January 27, 2004.

16 6. On March 18, 2004, the Hearing Officer issued a Decision/Order that all of the
17 ninety-two (92) vehicles and parts as set forth on the inventory constituted a violation of Ordinance
18 No. 520 and a public nuisance subject to abatement and that the County shall be allowed to remove
19 them in accordance with Riverside County Code Title 10 and related statues, regulations and
20 ordinances.

21 7. On or about March 22, 2004, Owner requested an appeal to the Board of Supervisors.
22 On September 17, 2004, a "Notice of Hearing on the Appeal of Administrative Order to Abate
23 Public Nuisance" providing notification of the Board hearing scheduled for October 19, 2004 was
24 mailed to the Owner and Interested Parties.

25 **FINDINGS AND CONCLUSIONS**

26 WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in
27 regular session assembled on October 19, 2004 finds and concludes that:

28 1. WHEREAS, all of the ninety-two (92) abandoned, wrecked, dismantled or inoperative



1 vehicles and parts thereof stored outside on the real property described as 22207 De Prad Street,
2 Perris, Riverside County, Assessor's Parcel Number 325-181-007 as set forth in the vehicle
3 inventory list attached hereto, violate Riverside County Ordinance No. 520 (RCC Title 10) and
4 constitute a public nuisance subject to abatement by removal.

5 2. WHEREAS, all due process requirements were satisfied by the Department of
6 Building and Safety. The Administrative Hearing Order/Decision, exhibits and testimony have been
7 considered.

8 3. WHEREAS, the Administrative Hearing Order/Decision is affirmed;

9 4. WHEREAS, the Owners, or anyone having possession or control of the vehicles or
10 vehicle parts be required to abate the public nuisance by removing all the vehicles and vehicle parts,
11 as set forth in the vehicle inventory list, making them operable or completely enclosing them within a
12 building in a lawful manner where they are not visible from the street or other public or private
13 property within ninety (90) days of the posting and mailing of this Board Order in accordance with
14 all Riverside County Ordinances and Codes, including but not limited to Riverside County
15 Ordinance No. 520 (RCC Title 10).

16 5. WHEREAS, if the above described nuisance is not abated within ninety (90) days of
17 issuance of the Board Order, a designated representative of the Department of Building & Safety, a
18 towing contractor and/or Sheriff's Department representative shall abate the nuisance by removal
19 and destruction pursuant to Riverside County Code Title 10 and applicable laws.

20 6. WHEREAS, the Owners, Appellants and Interested Parties are hereby further noticed
21 that the time within which judicial review of the administrative determinations made herein must
22 be sought is ninety (90) days from the posting and mailing of the Findings of Fact, Conclusions and
23 Order To Abate Nuisance, and is governed by California Code of Civil Procedure Section 1094.6.

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ORDER TO ABATE NUISANCE

IT IS THEREFORE ORDERED that the abandoned, wrecked, dismantled or inoperable vehicles and vehicle parts on the real property described as 22207 De Prad Street, Perris, Riverside County, and further identified as Assessor's Parcel Number APN: 325-181-007 violates Riverside County Ordinance No. 520 and constitute a public nuisance subject to abatement by removal.

The Administrative Hearing Order/Decision issued on March 18, 2004, is affirmed.

James A. Sweeney and Eula V. Sweeney, or anyone having possession or control of the vehicles and/or vehicle parts is required to abate the public nuisance by removing the vehicles and parts as set forth in the vehicle inventory list attached hereto, making them operable or completely enclosing them within a building in a lawful manner where they are not visible from the street or other public or private property within ninety (90) days of the posting and mailing of the Board Order in accordance with all Riverside County Ordinances and Codes, including but not limited to Riverside County Ordinance No. 520 (RCC Title 10).

If James A. Sweeney and Eula V. Sweeney or anyone having possession or control of the vehicles, vehicle parts, motorcycles or parts, do not properly abate the public nuisance within ninety (90) days of posting and mailing of the Board Order, a designated representative of the Department of Building & Safety, a towing contractor and/or Sheriff's Department representative shall abate the public nuisance by removal and destruction pursuant to Riverside County Code Title 10 and applicable laws.

19 applicable laws.
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2004-0937174
11/24/2004 08:00R
5 of 6


1 IT IS FURTHER ORDERED that reasonable costs of abatement, after notice and opportunity
2 for hearing, shall be imposed as a lien on the property which may be collected as a special
3 assessment against the property pursuant to Government Code Section 25845 and Riverside County
4 Ordinance Nos. 520 and 725 (RCC Titles 10 and 1).

5 Dated: NOV 23 2004

COUNTY OF RIVERSIDE

6
7 By 
VICE-CHAIRMAN, BOARD OF SUPERVISORS

8 James A. Venable

9
10 ATTEST:

11
12
13 Nancy Romero
14 Clerk of the Board

15
16 By



17 Deputy

18
19 (SEAL)



When recorded please mail to:
5002



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NOTICE OF NONCOMPLIANCE

In the matter of the Property of
James Albert Sweeney
Norman Lloyd

Case No. CV07-8108, CV07-8109,
CV07-8107, CV07-9893 &
CV07-9892



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.348, (RCC Title 17.16.010) described as Use without Riverside Planning Department approval & Excessive Outside Storage, Riverside County Ordinance No. 520, (RCC Title 10.04.150) described as Vehicle Abatement (wrecked, inoperative, dismantled vehicles or parts thereof), Riverside County Ordinance No.541, (RCC Title 8.120.010) described as Accumulated Rubbish, Riverside County Ordinance No.457, (RCC Title 15.48.040) described as a Substandard Mobile Home, Riverside County Ordinance No. 457, (RCC Title 15.16.020_ described as a Substandard Structure. Such Proceedings are based upon the noncompliance of such real property, located at 22207 De Prad Street, Perris, CA, and more particularly described as Assessor's Parcel Number 325-181-007 and having a legal description of 2.39 ACRES IN PAR 63 RS 022/065, Records of Riverside County, with the requirements of Ordinance No. 348, 520, 541 & 457 (RCC Title 17.16.010, 10.04.150, 8.120.010).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 24318 Hemlock Ave., Suite C-1, Moreno Valley, CA 92557, Attention Code Enforcement Officer Thomas McMullen.

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 Theresa L. Towner
Theresa L. Towner
Code Enforcement Department

ACKNOWLEDGMENT

State of California)
County of Riverside)

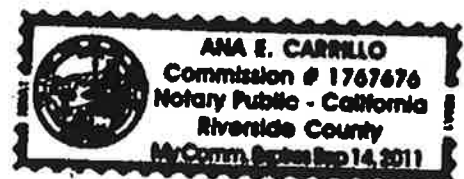
On 02/21/08 before me, Ana E. Carrillo, Notary Public, personally appeared Theresa L. Towner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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



When recorded please mail to:
5002



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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NCHG (C)						T:	CTY	UNI	030

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CV07-9892

M
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COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

By Theresa L. Towner
Theresa L. Towner
Code Enforcement Department

ACKNOWLEDGMENT

State of California)
County of Riverside)

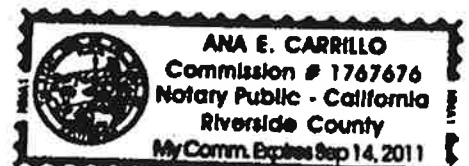
On 03/11/08 before me, Ana E. Carrillo, Notary Public, personally appeared Theresa L. Towner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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





LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

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

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Ana E. Carrillo

Commission #: 1767676

Place of Execution: 24318 Hemlock Ave., Suite C1, Moreno Valley, CA

Date Commission Expires: Sep. 14, 2011

Date: 03/11/08

Signature: Ana E. Carrillo

Print Name: ANA E. CARRILLO

347198

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address):
 Recording requested by and return to:
GROVER C. TRASK II, DISTRICT ATTORNEY
 2041 IONA AVENUE
 RIVERSIDE, CA 92507
 Pursuant to W&I SEC. 11475.1 & 11478.2(a)
 TELEPHONE NO. (714) 275-4100
 EXEMPT FROM RECORDING FEE
 27383 & 6103.9 GOVERNMENT CODE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
 STREET ADDRESS: 4164 Brockton Avenue
 MAILING ADDRESS: P.O. Box 431
 CITY AND ZIP CODE: Riverside, California 92501
 BRANCH NAME:

PETITIONER/PLAINTIFF: COUNTY OF RIVERSIDE, and RARSHA ALI SWEENEY, by and through her Gaurdian ad Litem, ROBERT L. EBERT,
 RESPONDENT/DEFENDANT: NORMAN LLOYD SWEENEY

ABSTRACT OF SUPPORT JUDGMENT

FOR RECORDER'S USE ONLY
RECEIVED FOR RECORD AT 8:00 O'CLOCK
SEP - 8 1994
 Recorded in County of Riverside
 Recorder
 [Signature]

CASE NUMBER: 135 273

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of a support judgment and represents the following:
- a. Judgment debtor's
- Name and last known address
- NORMAN LLOYD SWEENEY
 20910 Brown St.
 Perris, CA 92570
 C#128475
- b. Drive's license No. and state: Unknown
 c. Social Security number: 553-66-2820 Unknown
 d. Birthdate: 08/29/48 Unknown

Date: August 15, 1994
 SNOW PITTMAN
 (TYPE OR PRINT NAME)

[Signature]
 (SIGNATURE OF APPLICANT OR ATTORNEY)

2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.
3. Judgment creditor (name): RARSHA ALI SWEENEY
 c/o COUNTY OF RIVERSIDE DIST. ATTORNEY
 whose address appears on this form above the court's name.
4. The support is ordered to be paid to the following county officer (name and address):

5. Judgment debtor (full name as it appears in judgment):
 NORMAN LLOYD SWEENEY
6. a. A judgment was entered on (date): 04/15/82
 b. Renewal was entered (date):
 c. Renewal was entered (date):
7. An execution lien is endorsed on the judgment as follows:
 a. Amount: \$
 b. in favor of (name and address):

068095

FOR RECORDER'S USE ONLY

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

MAR - 6 1995

Recorded in Official Records
of Riverside County, California.

Recorder
Fee \$

CASE NUMBER

293980DA

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) 123072

Recording requested by and return to

GROVER TRASK, DISTRICT ATTORNEY

2041 IOWA AVENUE

RIVERSIDE, CA 92507

PURSUANT TO W&IC SEC. 1147B.2(a)

TELEPHONE NO
(909) 275-4100

EXEMPT FROM RECORDING FEE

27383 & 6103.9 GOV CODE

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 4164 BROCKTON AVENUE

MAILING ADDRESS: P.O. BOX 0431

CITY AND ZIP CODE: RIVERSIDE, CA 92502

BRANCH NAME

PETITIONER/PLAINTIFF:

COUNTY OF RIVERSIDE

RESPONDENT/DEFENDANT:

EULA SWEENEY aka EULA COLEMAN
aka EULA HARPER

ABSTRACT OF SUPPORT JUDGMENT

1. The judgment creditor assignee of record
applies for an abstract of a support judgment and represents the following.

a. Judgment debtor's

Name and last known address

EULA SWEENEY aka COLEMAN aka HARPER
18931 Dallas Ave.,
Riverside, CA 92508
C#293980

b. Driver's license No. and state:

c. Social Security number: 559-92-5983

d. Birthdate: 11/14/53

Unknown
 Unknown
 Unknown

Date: DEC 21 1994

TEX RITTER, Deputy District Atty.

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

2. I CERTIFY that the judgment entered in this action contains
an order for payment of spousal, family, or child support.
3. Judgment creditor (name): COUNTY OF RIVERSIDE

whose address appears on this form above the court's name.

4. The support is ordered to be paid to the following county
officer (name and address):

RIVERSIDE COUNTY DISTRICT ATTORNEY
P.O. BOX 19990
RIVERSIDE, CA 92502
C#293980

5. Judgment debtor (full name as it appears in judgment)
EULA SWEENEY aka COLEMAN aka HARPER
DEC 23 1994

6. a. A judgment was entered on (date):

b. Renewal was entered (date):

c. Renewal was entered (date):

7. An execution lien is endorsed on the judgment as follows

a. Amount: \$

b. In favor of (name and address).



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
JOHN BOYD
JIM MONROE
DIVISION MANAGERS

CASES #: CV 07-8107

PROPERTY SITUS: 22207 De Prad St. Perris CA

A.P.N.: 325-181-007

DATE: (11-27-07)

DRAWN BY: STARKWEATHER

Provide North Arrow

REAR PROPERTY LINE

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PILE # 6 31' X 260'

GREEN WASTE

SCRAPED WOOD

TIRES

RUBBISH

2 DISMANTLED SPAS

PILE # 5 61' X 60'

TIRES, GREEN WASTE, RUBBISH
2 BOATS DISMANTLED, VEHICLE
PARTS

PILE # 4
TIRES,
RUBBISH
VEH. PARTS
48' X 30'

PILE # 3 100' X 218'

GREEN WASTE , VEHICLE PARTS,
DISCARDED FURNITURE
DISMANTLED TRACTOR
DISCARDED WOOD
RUBBISH & TIRES,

PILE # 2 115' X 36' RUBBISH,
VEH.PARTS, DISMANTLED ELE(T.V'S)

S
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PILE # 1
TIRES, VEH
PARTS,
RUBBISH
57 X 52

SSS 11' X 34

S
E W
N

NOT TO SCALE

FRONT PROPERTY LINE

EXHIBIT NO. 7