

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

612B



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

**SUBMITTAL DATE:**  
OCTOBER 15 2009

**SUBJECT:** Abatement of Public Nuisance [Accumulation of Rubbish];  
Case No.: CV 08-08670 (SHROSBREE)  
Subject Property: 28830 Lakeview Avenue, Nuevo; APN: 307-190-023  
District Five

**RECOMMENDED MOTION:** Move that:

Departmental Concurrence

- (1) The accumulation of rubbish on the real property located at 28830 Lakeview Avenue Nuevo, Riverside County, California, APN: 307-190-023, 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 Eugene A. Shrosbree, 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 ten (90) days.

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

(Continued)

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

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

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

APPROVE

BY: *[Signature]*  
Tina Grande

**County Executive Office Signature**

Policy  Policy   
 Consent  Consent   
 Dept't Recomm.: Per Exec. Ofc.:

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: April 20, 2010  
 xc: Co. Co.; CED, Sheriff, Prop. Owner

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

Prev. Agn. Ref.: District: 5 Agenda Number:

9.8

- (3) If the owner or whoever has possession or control of the real property does not take the above described action within ten (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. 541.
- (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 October 10, 2008. 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: scrap metal, scrap wood, car parts, tires, green waste and general debris.
2. Subsequent inspections of the above-described real property on January 6, 2009 and August 20, 2009, 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.

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**9.7**

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding the Abatement of Public Nuisance [Accumulation of Rubbish] Case No. CV 08 - 08670 located at 28830 Lakeview Avenue, Nuevo, 5<sup>th</sup> District.

Julie Jarvi, Deputy County Counsel asked the item be continued.

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is continued to Tuesday, April 20, 2010 at 9:30 a.m.

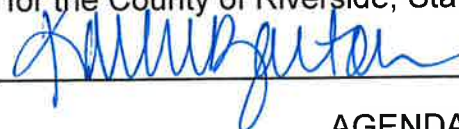
Roll Call:

Ayes: Tavaglione, Stone and Ashley  
Nays: None  
Absent: Buster

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on October 27, 2009 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: October 27, 2009  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By:  Deputy

AGENDA NO.  
**9.7**

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

**BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NO. CV 08-08670  
[ACCUMULATION OF RUBBISH] APN: 307- )  
190-023, 28830 LAKEVIEW AVENUE, NUEVO, ) DECLARATION OF OFFICER  
COUNTY OF RIVERSIDE, STATE OF ) JENNIFER MORRIS  
CALIFORNIA; EUGENE A. SHROSBREE, )  
OWNERS. ) [R.C.O. No. 541 (RCC Title 8.120)]

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

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

2. On October 10, 2008, Senior Code Enforcement Officer Black, Code Enforcement Officers Lyon and Padilla and I conducted an initial inspection of the real property described as 28830 Lakeview Avenue, Nuevo, Riverside County, California and further described as Assessor's Parcel Number 307-190-023 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map indicating the location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein by reference.

3. A review of County records and documents disclosed that THE PROPERTY is owned by Eugene A. Shrosbree (hereinafter referred to as "OWNER"). A certified copy of the County Equalized Assessment Roll for the year 2007-2008 and a copy of the County Geographic Information System ("GIS") report are attached hereto as Exhibit "B" and incorporated herein by reference. THE PROPERTY is located within the R-A (Residential Agricultural) zone classification. No amount of rubbish is permitted on THE PROPERTY.

4. Based upon the Lot Book Report issued by RZ Title Service on November 11, 2008, and as updated by the Lot Book Report issued by RZ Title Service on August 3, 2009, it is determined that other parties potentially hold a legal interest in THE PROPERTY; to wit: Hubert A. Foutz, Martha R. Foutz, Hubert A. and Martha R. Foutz Living Trust, Wells Fargo Bank, N.A., and the California

1 Franchise Tax Board (hereinafter referred to as "INTERESTED PARTIES"). A true and correct copy of  
2 the Lot Book Report is attached hereto and incorporated herein as Exhibit "C."

3 5. On October 10, 2008, Code Enforcement Officers Black, Lyon, Padilla, and I conducted an  
4 initial inspection of THE PROPERTY, pursuant to Inspection Warrant No. MISC2008105. We were  
5 escorted by deputies from the Riverside County Sheriff's Department. The deputies attempted to make  
6 contact with the occupants, but there was no one onsite. We observed accumulated rubbish on THE  
7 PROPERTY consisting of, but not limited to: scrap metal, scrap wood, car parts, tires, green waste and  
8 general debris. I took measurements of the areas affected by the rubbish using the pacing method. The  
9 following is a summary of the measured areas.

10 (a) Area #1 measured one hundred and twenty (120) feet by ninety (90) feet, totaling  
11 ten thousand, eight hundred (10,800) square feet.

12 (b) Area #2 measured fifty (50) feet by eighty (80) feet, totaling four thousand (4,000)  
13 square feet.

14 (c) Area #3 measured three hundred and sixty (360) feet by one hundred and sixty  
15 (160) feet, totaling fifty seven thousand, six hundred (57,600) square feet.

16 Based on my training and experience, I determined that the amount of accumulated rubbish  
17 on THE PROPERTY totaled seventy two thousand, four hundred (72,400) square feet.

18 6. The accumulation of rubbish on THE PROPERTY constitutes a public nuisance in  
19 violation of the provisions set forth in Riverside County Ordinance No. 541, as codified in Riverside  
20 County Code Title 8.120. I posted a Notice of Violation (RCO No. 541) to THE PROPERTY.

21 7. On November 7, 2008, a Notice of Violation (RCO No. 541) was mailed to the OWNER  
22 via certified mail, return receipt requested.

23 8. On November 14, 2008, I spoke with the OWNER regarding bringing THE PROPERTY  
24 into compliance. I explained the process and he indicated he would need time to clean THE PROPERTY.  
25 We scheduled a follow up inspection for January 7, 2009.

26 9. On December 10, 2008, a Notice of Violation was sent to the OWNER and INTERESTED  
27 PARTIES via certified mail, return receipt requested.

1           10.    On December 18, 2008, the OWNER came to the Code Enforcement Department office.  
2 He agreed to a follow up inspection on January 6, 2009.

3           11.    On January 6, 2009, Code Enforcement Officer Black and I conducted a follow up  
4 inspection of THE PROPERTY. When we arrived, the OWNER was upset. He indicated that he was in  
5 the process of refinancing THE PROPERTY and that if the Notice of Noncompliance interfered with that  
6 process he would sue the County. He indicated that he knew of someone who had sued and they won \$8  
7 million. Officer Black indicated she was unaware of such a suit and that the laws are different in each  
8 County. OWNER indicated that he had already called the Board of Supervisors and was going to meet  
9 with them. Due to his demeanor, Officer Black advised the OWNER that we did not have to conduct the  
10 inspection if he did not want us to. She told him that we were there to check on the progress of cleaning  
11 up THE PROPERTY. OWNER indicated he had not cleared anything from THE PROPERTY. Officer  
12 Black observed a two hundred (200) square foot area that had been cleared. She indicated to the OWNER  
13 that he was making some progress. We conducted an inspection of THE PROPERTY and observed that  
14 most of the accumulated rubbish remained. Approximately eight hundred (800) square feet of  
15 accumulated rubbish had been removed. The amount of accumulated rubbish remaining on THE  
16 PROPERTY totaled approximately seventy one thousand, six hundred (71,600) square feet.

17           12.    A site plan setting forth the specific location of the rubbish together with photographs  
18 thereof are attached hereto and incorporated herein as Exhibit "D."

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

21           14.    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. Accumulated rubbish creates a harborage for insects and rodents and is a public and attractive  
24 nuisance.

25           15.    A Notice of Noncompliance regarding the unlawful accumulation of rubbish on THE  
26 PROPERTY was recorded in the Office of the Assessor, County Clerk & Recorder, County of Riverside,  
27 State of California, on January 12, 2009 as Instrument Number 2009-0013910. A true and correct copy of  
28 the notice is attached hereto and incorporated herein by reference as Exhibit "F."

1           16.    On August 18, 2009 the second notice, "Notice to Abate Public Nuisance" providing  
2 notification of the Board of Supervisors' hearing scheduled for October 27, 2009, was mailed to the  
3 OWNER by certified mail, return receipt requested and on August 20, 2009 was posted on THE  
4 PROPERTY. True and correct copies of the notice and supporting documentation are attached hereto as  
5 Exhibit "G" and incorporated herein by reference.

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

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

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

14               (b)    the OWNERS and person(s) in possession of THE PROPERTY be required to  
15 remove all accumulated rubbish within ten (10) days of the date of the posting and mailing of the Board's  
16 Order to Abate Nuisance, in accordance with all Riverside County Ordinances, including but not limited  
17 to the provisions of County Ordinance No. 541;

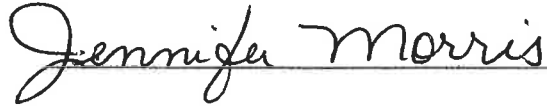
18               (c)    in the event the rubbish is not removed and disposed of according to the above  
19 referenced ten (10) day time period in strict accordance with all Riverside County Ordinances, including  
20 but not limited to Riverside County Ordinance No. 541 (RCC Chapter 8.120), the rubbish shall be abated  
21 by representatives of the Riverside County Code Enforcement Department, a contractor or the Sheriff's  
22 Department; and

23               (d)    reasonable costs of abatement, after notice and opportunity for hearing, shall be  
24 imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE  
25 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance No. 541  
26 (RCC Title 8.120).

27 //

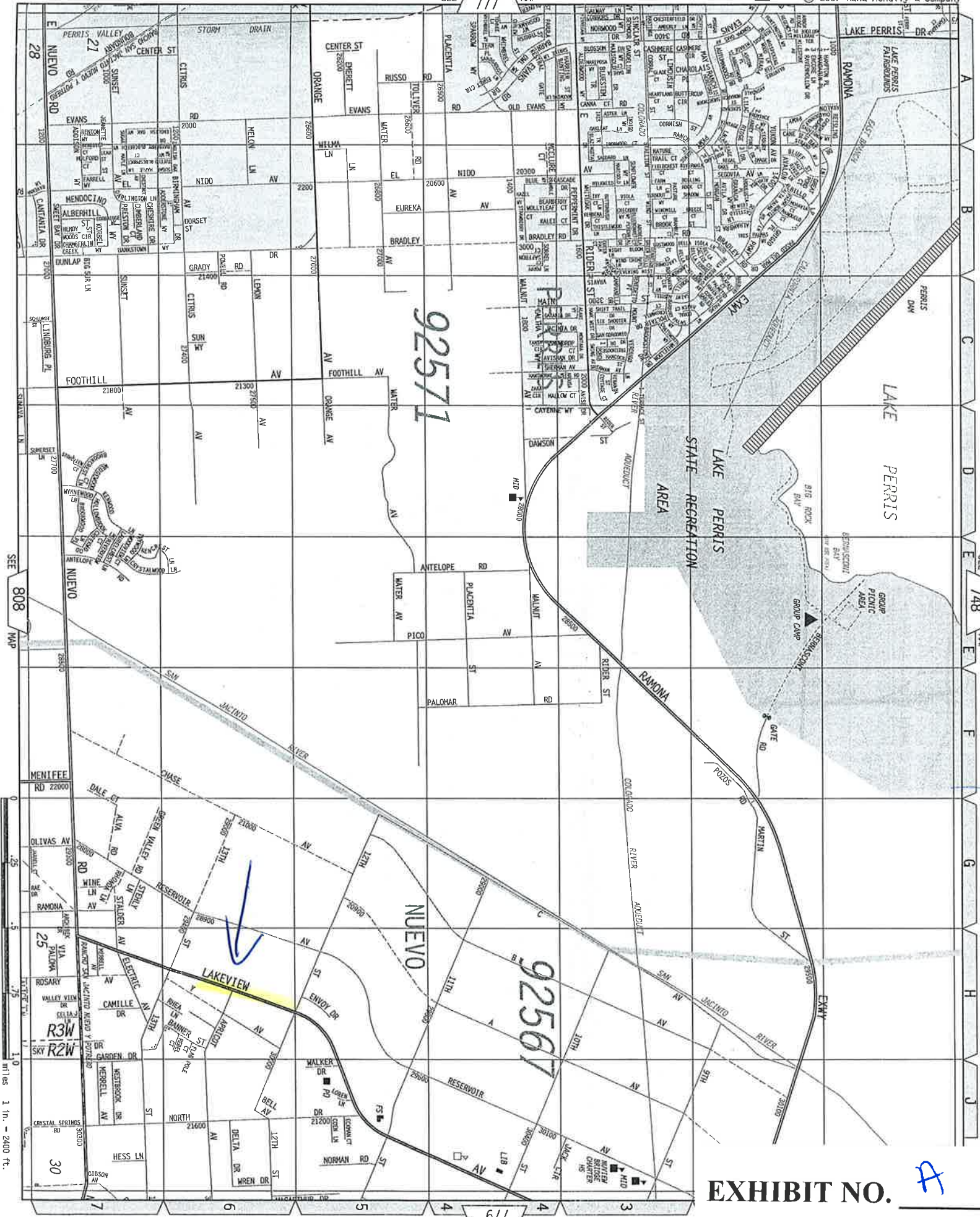
1 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
2 true and correct.

3 Executed this 20<sup>th</sup> day of August, 2009. at Riverside, California.

4   
5 \_\_\_\_\_

6 JENNIFER MORRIS  
7 Code Enforcement Officer  
8 Code Enforcement Department  
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92571

92567

EXHIBIT NO.

A

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 miles 1 in. = 2400 ft.

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

<b>Assessment #307190023-1</b>	<b>Parcel # 307190023-1</b>
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<b>Assessee:</b>	SHROSBREE EUGENE A	<b>Land</b>	76,056
<b>Mail Address:</b>	28830 LAKEVIEW AVE NUEVO CA 92567	<b>Structure</b>	133,391
<b>Real Property Use Code:</b>	R1	<b>Full Value</b>	209,447
<b>Base Year</b>	2000	<b>Total Net</b>	209,447
<b>Conveyance Number:</b>	0744289		
<b>Conveyance (mm/yy):</b>	12/2007		
<b>PUI:</b>	R010012		
<b>TRA:</b>	83-038		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	Lot 3 PM 027/068 PM 7860		
<b>Situs Address:</b>	28830 LAKEVIEW AVE NUEVO CA 92567		

**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.

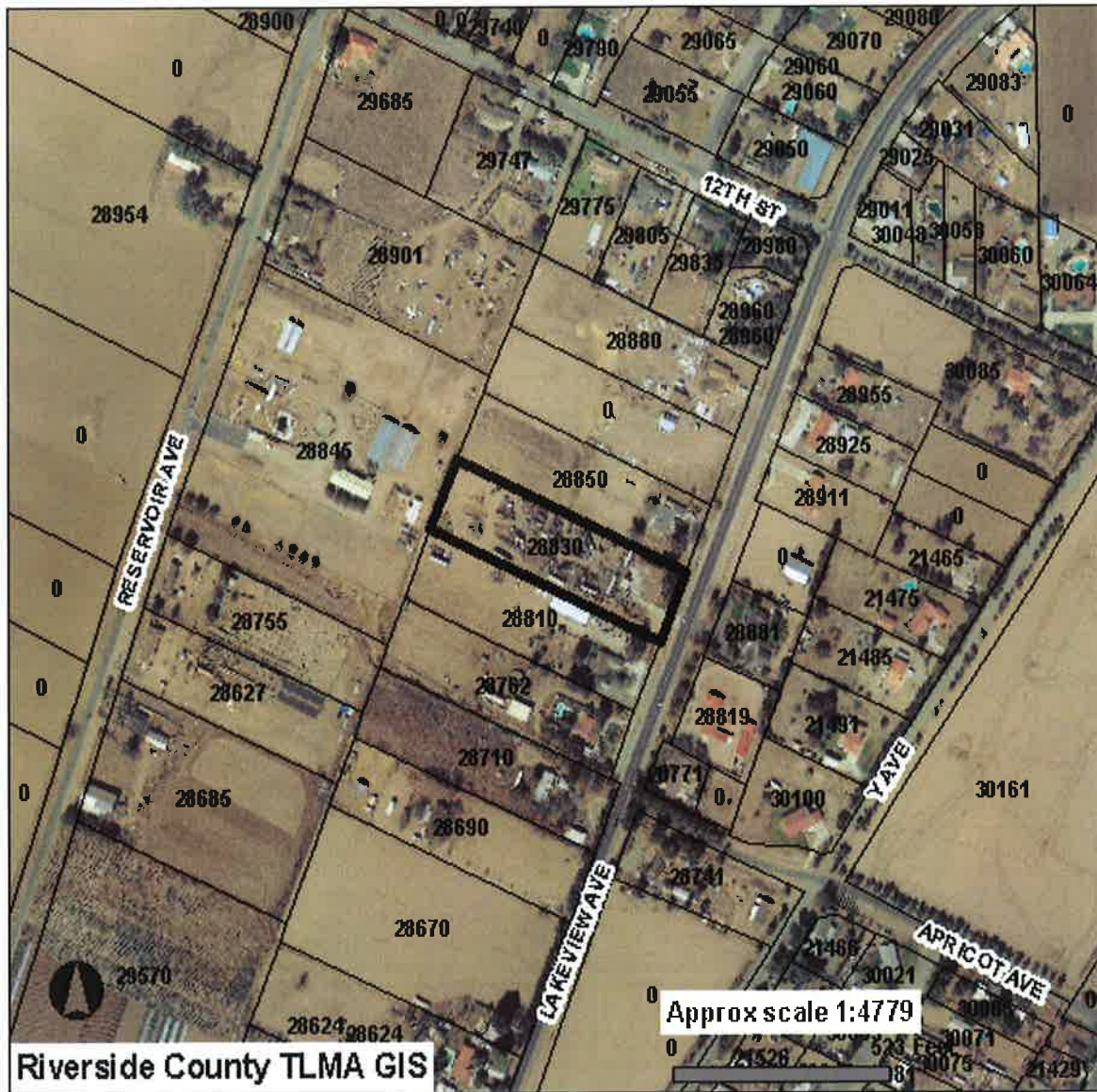
*Larry W. Ward*  
 Assessor - County Clerk - Recorder  
 County of Riverside, State of California

Dated: MAR 10 2009



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

RIVERSIDE COUNTY GIS



Selected parcel(s):  
307-190-023

LEGEND

- SELECTED PARCEL
- PARCELS
- CITY BOUNDARY

**\*IMPORTANT\***

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

FULL REPORT

APN(s): [307-190-023-1](#)

OWNER NAME / ADDRESS: - 307-190-023  
EUGENE A SHROSBREE  
28830 LAKEVIEW AVE  
NUEVO, CA. 92567

MAIL TO NAME/ADDRESS: - 307-190-023  
- (SEE OWNER)  
- 28830 LAKEVIEW AVE

- NUEVO CA.. 92567

APN CAME FROM: - 307-190-023  
- CAME FROM: 307-190-012

LOT SIZE: - 307-190-023  
- RECORDED LOT SIZE IS: 2.29 ACRES

PROPERTY CHARACTERISTICS: - 1. 307-190-023  
- WOOD FRAME, 1685 SQFT., 3 BDRM/ 1.75 BATH, 1 STORY, DETACHED GARAGE(693 SQ. FT),  
CONST'D 1979, COMPOSITION ROOF, CENTRAL HEATING, CENTRAL COOLING,

ELEVATION (APPROXIMATE): - 1460/1468 FEET

LEGAL DESCRIPTION: - APN: 307190023  
- RECORDED BOOK/PAGE: PM 27/68  
- SUBDIVISION NAME: PM 7860  
- LOT/PARCEL: 3, BLOCK: NOT AVAILABLE  
- TRACT NUMBER: NOT AVAILABLE

BASE YEAR ASSESSMENT: - 307-190-023  
- BASE YEAR: 2000

TOWNSHIP/RANGE: - T4SR3W SEC 24

CEMETERY DISTRICTS: - PERRIS VALLEY CEMETERY DISTRICT

CITY BOUNDARY/SPHERE: - CITY: NOT WITHIN A CITY  
- CITY SPHERE: NOT WITHIN A SPHERE  
- ANNEXATION DATE: NO DATE AVAILABLE  
- LAFCO CASE #: NO CASE # AVAILABLE  
- PROPOSALS: NONE

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

2001 SUPERVISORIAL DISTRICT: - MARION ASHLEY, DISTRICT 5  
as established by County Ordinance 813, August 14, 2001

AREA PLAN: - LAKEVIEW / NUEVO

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

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

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

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

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

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

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

LANDUSE DESIGNATION: Click [here](#) for landuse descriptions.  
- LDR-RC

- CHECK MAP TO CONFIRM LANDUSE DESIGNATION
- FOR MORE INFORMATION ABOUT LANDUSE DESIGNATIONS, CALL THE COUNTY'S PLANNING

DEPARTMENT AT 951-955-3200.

ZONING CLASSIFICATION(S) ORD. 348: Click [here](#) for zoning classifications,  
 - R-A (CZ 5696)  
 ● CHECK MAP TO CONFIRM ZONING CLASSIFICATIONS  
 ● FOR MORE INFORMATION ABOUT ZONING CLASSIFICATIONS, CALL THE COUNTY'S PLANNING DEPARTMENT AT 951-955-3200.

ZONING DISTRICT/AREA: - NUEVO AREA

OUTDOOR BILLBOARDS: - BILLBOARDS NOT PERMITTED BY ZONING

SPECIFIC PLAN: - NOT WITHIN A SPECIFIC PLAN

NOTE: Non-mapped Policy Area issues may exist on this parcel. Please contact the Planning Department at (951)955-3200 for more information.  
 MAPPED POLICY AREAS: - NONE

GENERAL PLAN POLICY OVERLAY: - NOT IN A GENERAL PLAN POLICY OVERLAY AREA

DEVELOPMENT AGREEMENT #: - NOT IN A DEVELOPMENT AGREEMENT AREA

REDEVELOPMENT AREAS:

AGRICULTURE PRESERVE: - NOT IN AN AGRICULTURE PRESERVE

AIRPORT INFLUENCE AREAS: - NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES: - NOT IN AN AIRPORT COMPATIBILITY ZONE

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

PLANNING CASE(S): - PM15952 DESCRIPTION: NOT AVAILABLE  
 APPLIED DATE: 06/13/1995 STATUS AS OF 02/27/2009: NOTINLMS

DEV. IMP. FEE AREA ORD. 659: - LAKEVIEW/NUEVO

2000 CENSUS TRACT: - 042719

1990 FARMLAND DESIGNATION: - LOCAL IMPORTANCE

2000 CENSUS DESIGNATION: - CENSUS DESIGNATION REPORT IS NOT AVAILABLE

INDIAN TRIBAL LANDS: - NOT IN A TRIBAL LAND

SCHOOL DISTRICT: - [NUVIEW UNION](#)  
 - [PERRIS UNION HIGH](#)

ROAD & BRIDGE DISTRICT: - NOT IN A DISTRICT

ROADBOOK PAGE: - 99

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

CETAP CORRIDORS: - NOT IN A CETAP CORRIDOR.

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY ROADS: - NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

EAST T.U.M.F. ORD. 673: - NOT WITHIN THE EASTERN TUMF FEE AREA

WEST T.U.M.F. ORD. 824: - IN OR PARTIALLY WITHIN THESE FEE AREAS. SEE MAP FOR MORE INFORMATION.  
 - CENTRAL

WATER DISTRICT: - [EASTERN MUNICIPAL WATER DISTRICT \(EMWD\)](#)

FLOOD CONTROL DISTRICT: - RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

FLOOD PLAIN REVIEW: - NOT REQUIRED.

WATERSHED: - SAN JACINTO VALLEY

VEGETATION: - FIELD CROPLANDS  
- RESIDENTIAL/URBAN/EXOTIC

SKR FEE AREA ORD. 663.10: - IN OR PARTIALLY WITHIN A FEE AREA. SEE MAP FOR MORE INFORMATION.

HANS/ERP PROJECT: - NONE

FAULT ZONE: - NOT IN A FAULT ZONE

FAULTS: - NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL: - LOW

SUBSIDENCE: - SUSCEPTIBLE

HIGH FIRE AREA ORD. 787: - NOT IN A HIGH FIRE AREA

STATE RESPONSIBILITY AREAS: - NOT IN A STATE RESPONSIBILITY AREA

LIGHTING ORD. 655: - ZONE B, 35.14 MILES.

COUNTY SERVICE AREA: - IN OR PARTIALLY WITHIN  
LAKEVIEW/NUEVO/ROMOLAND/HOMELAND #146 -  
LIBRARY

BUILDING PERMIT(S):  
-BZ311117 DESCRIPTION: PC DWLG AND ATT GAR  
APPLIED DATE: 05/15/2003 STATUS AS OF 02/27/2009: FINAL  
-BZ331267 DESCRIPTION: DWLG AND ATT GARAGE  
APPLIED DATE: 07/30/2002 STATUS AS OF 02/27/2009: ISSUED

CODE COMPLAINTS:  
-CV0802457 INOPERATIVE VEHICLES  
APPLIED DATE: Mar. 18, 2008 STATUS: INVESTIGATION  
-CV0802455 USE W/O PLANNING APPROVAL  
APPLIED DATE: Mar. 18, 2008 STATUS: FOLLOW UP INVESTIGATION 1  
-CV0808670 ACCUMULATED RUBBISH  
APPLIED DATE: Oct. 10, 2008 STATUS: FOLLOW UP INVESTIGATION 1

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

TAX RATE AREAS: - NOT AVAILABLE

SURFACE MINES: - NO SURFACE MINES

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

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

THOMAS BROS. MAPS PAGE/GRID: - PAGE 778- GRID H6

SPECIAL NOTES: - NO SPECIAL NOTES

REPORT PRINTED ON...Thu Feb 26 16:36:36 2009



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

## Lot Book Report

Order Number: **18276**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV08-02455, CV08-02457 & CV08-08670/Jennif

IN RE: SHROSBREE, EUGENE A

Order Date: 11/6/2008

Dated as of: 11/11/2008

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: 28830 Lakeview Avenue

Nuevo

CA 92567

Assessor's Parcel No. : 307-190-023-1

**Assessments:**

Land Value:	\$76,056.00
Improvement Value:	\$133,391.00
Exemption Value:	\$0.00
Total Value:	\$209,447.00

## Tax Information

Property Taxes for the Fiscal Year	2008-2009
First Installment	\$1,126.04
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2008)
Second Installment	\$1,126.04
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2009)



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

Order Number: 18276

Reference: CV08-02455, CV0

## Property Vesting

The last recorded document transferring title of said property

Dated	06/29/2006
Recorded	06/29/2006
Document No.	2006-0472643
D.T.T.	None Shown
Grantor	Anna Tiffany Shrosbree
Grantee	Eugene A. Shrosbree

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	03/04/1987
Recorded	03/11/1987
Document No.	67034
Amount	\$80,000.00
Trustor	Hubert A. Foutz and Martha R. Foutz, husband and wife as joint tenants
Trustee	American Securities Company
Beneficiary	Wells Fargo Bank, N.A.

Position No.	2nd
An All-Inclusive Deed of Trust Dated	12/13/1999
Recorded	12/16/1999
Document No.	1999-544000
Amount	\$159,000.00
Trustor	Eugene A. Shrosbree and Anna T. Shrosbree, husband and wife as joint tenants
Trustee	Lawyers Title Company
Beneficiary	Hubert A. Foutz and Martha R. Foutz, husband and wife as joint tenants





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

Order Number: 18276  
Reference: CV08-02455, CV0

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Assignment Dated	12/11/2007
Recorded	12/13/2007
Document No.	2007-0744289
Assigned to	Martha R. Foutz, Trustee of the Hubert A. & Martha R. Foutz Living Trust

### Additional Information

A Declaration of Homestead executed by	Eugene A. Shrosbree & Anna T. Shrosbree
Recorded	02/17/2000
Document No	2000-059731

A Notice of State Tax Lien Recorded	12/06/2004
Document No.	2004-0967424
Amount	\$31,724.13
Account No.	557567834
Certificate No.	04310954812
Debtor	Eugene A. Shrosbree
Creditor: State of California,	Franchise Tax Board

A Notice of State Tax Lien Recorded	12/06/2004
Document No.	2004-0967425
Amount	\$96,451.30
Account No.	557567834
Certificate No.	04310632010
Debtor	Eugene A. Shrosbree
Creditor: State of California,	Franchise Tax Board

A Notice of State Tax Lien Recorded	08/25/2005
Document No.	2005-0702442
Amount	\$22,040.80
Account No.	557567834
Certificate No.	05224362740
Debtor	Eugene A. Shrosbree
Creditor: State of California,	Franchise Tax Board



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

Order Number: 18276  
Reference: CV08-02455, CV0

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A Notice of State Tax Lien Recorded	07/05/2006
Document No.	2006-0485700
Amount	\$106,523.10
Account No.	557567834
Certificate No.	06171694929
Debtor	Eugene A. Shrosbree
Creditor: State of California,	Franchise Tax Board
A Notice of State Tax Lien Recorded	07/05/2006
Document No.	2006-0485701
Amount	\$31,983.26
Account No.	557567834
Certificate No.	06171671500
Debtor	Eugene A. Shrosbree
Creditor: State of California,	Franchise Tax Board
A Notice of State Tax Lien Recorded	04/04/2007
Document No.	2007-0227358
Amount	\$18,661.65
Account No.	7834
Certificate No.	07074630616
Debtor	Eugene A Shrosbree
Creditor: State of California,	Franchise Tax Board
A Notice of State Tax Lien Recorded	08/16/2007
Document No.	2007-0530199
Amount	\$74,096.47
Account No.	1109199046
Certificate No.	07213352339
Debtor	Eugene A. Shrosbree
Creditor: State of California,	Franchise Tax Board
A Notice of State Tax Lien Recorded	09/06/2007
Document No.	2007-0568712
Amount	\$16,309.86

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

Order Number: 18276

Reference: CV08-02455, CV0

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Account No.	1109199046
Certificate No.	07241655128
Debtor	Eugene A. Shrosbree
Creditor: State of California,	Franchise Tax Board

### **Legal Description**

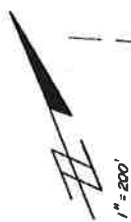
THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

PARCEL 3, PARCEL MAP 7860, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 68 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

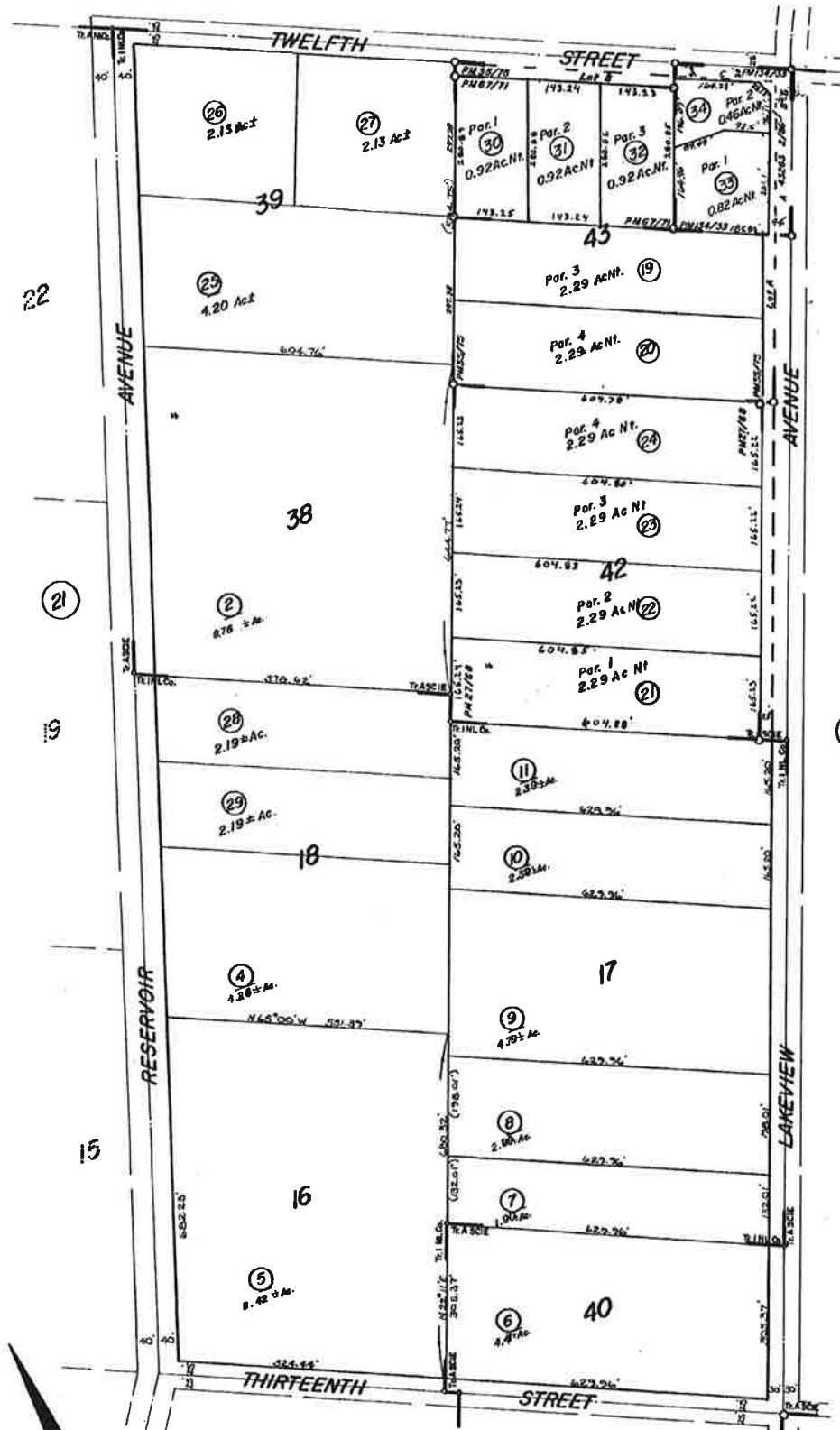
14-35  
307-19

T.R.A. 8308

POR. RO. SAN JACINTO NUEVO  
(74S., R. 3W.)



1" = 200'



DATE	OLD No.	NEW No.
6/77	15-15	17-20
9/77	18	21-24
4/78	1	25-27
8/78	3	28-29
9/79	16	30-32
3/80	17	33-34

MB 11/38-39 Tract 4, Southern Calif. Investors Excursion Co.  
MB 9/30 Tract No. 1 of the Nuevo Land Co.  
P.M. 35/75 Parcel Map 85-49  
P.M. 27/68 Parcel Map 7860  
AUG. 1971

P.M. 67/71 Parcel Map 11480  
P.M. 134/33-34 " 20364

ASSESSOR'S MAP BK 307 PG 19  
RIVERSIDE COUNTY, CALIF

13

14

18

Eugene Shrosbree  
28830 Lakeview Ave  
Nuevo, Ca. 92567



M	S	U	PAGE	SIZE	DA	PCOR	NCCOR	SMF	MISC.
	1		2				<input checked="" type="checkbox"/>		
					5				76
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

At [If required by your jurisdiction, list above the name & address of: 1) where to return this form; 2) preparer; 3) party requesting recording.]

# Quitclaim Deed



Date of this Document: 6-29-06

Reference Number of Any Related Documents: #2003-969866

Grantor:

Name ANNA Tiffany Shrosbree  
Street Address 28830 Lakeview Ave.  
City/State/Zip Nuevo, Ca. 92567

Grantee:

Name Eugene A. Shrosbree  
Street Address 28830 Lakeview Ave.  
City/State/Zip Nuevo, Ca. 92567

Abbreviated Legal Description (i.e., lot, block, plat or section, township, range, quarter/quarter or unit, building and condo name): Parcel 3, Parcel Map 7860 as per map recorded in Book 27, Page 68 of Parcel Maps, in the office of County Recorder of said County.  
Assessor's Property Tax Parcel/Account Number(s): APN: 307-190-023

THIS QUITCLAIM DEED, executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by first party, Grantor, \_\_\_\_\_, whose mailing address is \_\_\_\_\_, to second party, Grantee, \_\_\_\_\_, whose mailing address is \_\_\_\_\_

WITNESSETH that the said first party, for good consideration and for the sum of \_\_\_\_\_ Dollars (\$) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim,

which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of \_\_\_\_\_, State of \_\_\_\_\_  
to wit: \_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the said first party has signed and sealed these presents the day and year first written above. Signed, sealed and delivered in the presence of:

Signature of Witness

Print Name of Witness

[Signature]  
Joe Pimentel

Signature of Witness

Print Name of Witness

[Signature]  
Mette Diaz

Signature of Grantor

Print Name of Grantor

[Signature]  
ANNA TIFFANY SHROSBREE

State of

County of

California  
Riverside

On

appeared

June 29th, 2006, before me, Patricia L. Phillips <sup>@notary</sup> Public  
Anna Tiffany Shrosbree, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he and/or they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature of Notary

[Signature]

Affiant

Known

Produced ID

Type of ID

(Seal)

RO238823 Calif.



Continental Land Title Co.  
RECORDING REQUESTED BY  
**WELLS FARGO BANK, N.A.**  
And when recorded return to  
**WELLS FARGO BANK**  
2331 ZANKER ROAD  
SAN JOSE, CA 95131

All in \_\_\_\_\_

For Recorder's use only

RECEIVED FOR RECORD  
MAR 11 1987  
2:00 O'CLOCK P.M.

MAR 11 1987

Department of Public Records  
San Francisco, California

*William F. Edwards*  
Recorder

67034

# DEED OF TRUST

With Assignment of Rents

THE PARTIES TO THIS DEED OF TRUST made on the 04TH day of MARCH 1987 are  
**HUBERT A FOUTZ AND MARTHA R FOUTZ HUSBAND AND WIFE AS JOINT TENANTS**

hereinafter called "Trustor"), **AMERICAN SECURITIES COMPANY**, a corporation hereinafter called "Trustee", and **WELLS FARGO BANK, N.A.**, a national banking association hereinafter called "Beneficiary".

### GRANT IN TRUST

Trustor irrevocably grants and assigns to Trustee, in trust, with power of sale and right of entry and possession, all of that certain real property located in the County of RIVERSIDE, State of California, described as follows:

**THE LEGAL DESCRIPTION IS HEREBY ATTACHED AND MADE A PART HEREOF**

together with all easements and other rights now or hereafter made appurtenant thereto, all improvements now or hereafter located thereon, all fixtures, all additions and accretions thereto. Said real property, appurtenances, improvements, fixtures, additions and accretions are hereinafter called "Subject Property". "Fixtures" shall include all articles of personal property now or hereafter attached to, placed upon for an indefinite term or used in connection with said real property, appurtenances and improvements. Trustor makes the foregoing grant to Trustee to hold the Subject Property in trust for the benefit of Beneficiary, and for the purpose and upon the terms and conditions hereinafter set forth.

### ASSIGNMENT OF RENTS

Trustor absolutely and irrevocably assigns to Beneficiary the rents, issues and profits of the Subject Property for the purposes and upon the terms and conditions hereinafter set forth. The foregoing assignment shall not impose upon Beneficiary any duty to produce rents from the Subject Property, and said assignment shall not cause Beneficiary to be a "mortgagee in possession" for any purpose.

### OBLIGATIONS SECURED

Trustor makes the foregoing grant and assignment for the purpose of securing:

1. Payment to Beneficiary of all indebtedness evidenced by and arising under a promissory note, dated as of the date hereof, payable to Beneficiary or its order, in the principal amount of EIGHTY THOUSAND AND 00/100 Dollars \$ 80,000.00

together with interest thereon, and any modification, extensions or renewals thereof, including, but without limitation, any modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating said payment dates in whole or in part, or any modifications, extensions or renewals at a different rate of interest, whether or not any such modifications, extensions or renewals is evidenced by a new or additional promissory note or notes.

2. Payment of such further sums or performance of such further obligations or both, as the case may be, as the then record owner of the Subject Property may undertake to pay or perform or both pay and perform, as the case may be, whether as principal, surety or guarantor for the benefit of Beneficiary, its successors or assigns, then and hereafter, or obligations or both, as the case may be, as evidenced by a writing or writings reciting that it or they are so secured.

3. Performance of each agreement of Trustor herein contained or incorporated herein by reference and payment of each fee, cost and expense by Trustor as herein set forth, and

~~XXXXXX~~ **EXHIBIT "A" IS HEREBY ATTACHED AND MADE TO PROTECT THE SECURITY OF THIS DEED OF TRUST THE PARTIES AGREE AS FOLLOWS A PART HEREOF**

### A. RIGHTS AND DUTIES OF THE PARTIES.

1. **Title.** Trustor warrants that, except as otherwise disclosed to Beneficiary in writing, Trustor lawfully holds and possesses the Subject Property in fee simple, without limitation on the right to encumber.

2. **Taxes and Assessments.** Trustor shall pay, at least ten (10) days prior to delinquency, all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property, any part thereof or interest therein. Trustor shall also pay, at least ten (10) days prior to delinquency, all taxes, assessments, levies and charges imposed by any public authority upon Beneficiary by reason of its interest in the Subject Property created hereby or by reason of any payment, or portion thereof, made to Beneficiary hereunder or pursuant to any obligation hereby secured, provided, however, that Trustor shall have no obligation to pay or discharge taxes which may be imposed from time to time upon Beneficiary and which are measured by and imposed upon Beneficiary's net income. Trustor's obligation hereunder may be discharged pursuant to paragraph 4.

3. **Insurance.** Trustor shall insure the Subject Property against loss or damage by fire and such other risks as Beneficiary shall from time to time require. Trustor shall carry public liability insurance, flood insurance required under any applicable law, and other insurance as Beneficiary may require. Trustor shall maintain all required insurance in companies, amounts, coverages and terms satisfactory to Beneficiary, and where flood insurance is required under any applicable law, Trustor agrees to pay to Beneficiary any premiums, fees or other charges paid for such required flood insurance by Beneficiary on behalf of Trustor. Neither Beneficiary nor Trustor shall, by reason of accepting, rejecting, approving or obtaining insurance, incur any liability for its existence, non-existence, form or legal sufficiency thereof, or the solvency of any insurer, or (iii) the payment of losses. All such policies or certificates of insurance shall name Beneficiary as the primary loss payee, and they shall also provide that they cannot be terminated as to Beneficiary except upon thirty (30) days' prior written notice to Beneficiary. Trustor shall deliver the original of all such policies or certificates to Beneficiary, together with such receipts satisfactory to Beneficiary, evidencing payment of the premiums therefor, except where Beneficiary makes payments as provided in paragraph 4.

4. **Security Account.** At Beneficiary's option and upon its demand and except where and to the degree prohibited by law, Trustor shall, until every indebtedness secured hereby has been paid in full, pay to Beneficiary each month an amount estimated by Beneficiary to be equal to (i) the taxes, assessments, levies, and charges referred to in paragraph A 2, and (ii) premiums for fire, other hazard and mortgage insurance next due, said tax and assessment estimate shall be divided by, in each instance, the number of months to lapse preceding the month in which the same, respectively, will become due. All sums so paid shall not bear interest, except to the extent and in the maximum amount required by law, and Beneficiary shall, unless Trustor is otherwise in default hereunder or under any obligation secured hereby, apply said funds to the payment of, or at the sole option of Beneficiary release said funds to Trustor for application to and payment of, such sums, taxes, assessments, levies, charges and insurance premiums. However, upon default by Trustor hereunder or under any obligation secured hereby, Beneficiary may, at its sole option, apply all or any part of said sums to any indebtedness secured hereby, and in case of default, Trustor shall be required to restore all of the amounts so applied, as well as correct the other events or conditions of default not corrected by such application.

5. **Liens and Encumbrances.** Trustor shall pay at or prior to maturity, all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber or appear to encumber the Subject Property or any part thereof or interest thereon, whether senior or subordinate hereto, including, but without limiting the generality of the foregoing, all claims for work or labor performed, or materials or supplies furnished, in connection with any work of demolition, alteration, improvement or of construction upon the Subject Property.

Public Record





Trustee shall give address of such holder to such person as executor or trustee of the Subject Property in order to carry out the obligations hereunder. Trustee shall give address of such holder as the law then requires as a condition precedent to a Trustee's sale. When the minimum period of time required by law after such notice has elapsed, Trustee, with or without notice or demand upon Trustee or except as otherwise required by law, shall sell the Subject Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it or Beneficiary may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale; the obligations hereby secured being the equivalent of cash for purposes of said sale. Trustee shall have no right to direct the order in which the Subject Property is sold. Trustee may postpone sale of all or any portion of the Subject Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at such time and place of the preceding postponement. Trustee shall deliver to the purchaser at such sale a deed conveying the Subject Property to persons to be so sold, but without any covenant or warranty, express or implied. The records in such deed of any number of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Trustee or Beneficiary may purchase at such sale.

After deducting all costs and expenses of Trustee, and of this trust, including cost of evidence of title and reasonable attorney's fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums so expended under the terms hereof to their repayment, with accrued interest at the rate of ten percent (10%) per annum, the payment of all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto; and

(f) To reserve and realize upon the security hereunder and any other security now or hereafter held by Beneficiary in such order and manner as Trustee and Beneficiary or either of them may, in their sole discretion, determine, resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both.

**2. Payment of Costs, Expenses and Attorney's Fees.** All costs and expenses incurred by Trustee and Beneficiary pursuant to subparagraphs (a) through (f) inclusive of paragraph 1, including but without limitation, court costs and attorney's fees, whether incurred in litigation or not, shall bear interest at the lesser of ten percent (10%) per annum or the maximum lawful rate from the date of expenditure until said sums have been paid. Beneficiary shall be entitled to bid, at the sale of the Subject Property held pursuant to subparagraph (c) above, the amount of said costs, expenses and interest in addition to the amount of the other obligations hereby secured as a credit bid, the equivalent of cash.

**3. Remedies Cumulative.** All rights and remedies of Beneficiary and Trustee hereunder are cumulative and in addition to all rights and remedies provided by law or in other agreements between Trustee and Beneficiary.

**4. Releases, Extensions, Modifications and Additional Security.** Without affecting the liability of any person for payment of any indebtedness secured hereby, or the hereinafter provided of this deed of trust upon the Subject Property, Beneficiary may, from time to time, with or without notice, do one or more of the following: release any person's liability for the payment of any indebtedness secured hereby; make any agreement or take any action extending the maturity or otherwise altering the terms of or increasing the amount of any indebtedness secured hereby; and accept additional security or release all or a portion of the Subject Property and other security held to secure the indebtedness secured hereby.

**C. MISCELLANEOUS PROVISIONS**

**1. Non-Waiver.** By accepting payment of any sum secured hereby after its due date or late performance of any obligation secured hereby, Beneficiary shall not waive its right against any person obligated directly or indirectly hereunder on any obligation hereby secured, either to require prompt payment when due of all other sums so secured or to declare default for failure to make such prompt payment. No exercise of any right or remedy by Beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law.

**2. Execution of Documents.** Trustee agrees, upon demand by Beneficiary or Trustee, to execute any and all documents and instruments required to effectuate the provisions hereof.

**3. Statements of Condition.** From time to time as required by law, Beneficiary shall furnish to Trustee such statements as may be required concerning the condition of the obligations secured hereby. Upon demand by Beneficiary, Trustee covenants and agrees to pay the maximum amount allowed by law for such statements.

**4. Obligations of Trustee, Joint and Several.** If more than one person has executed this deed of trust as "Trustee," the obligations of all such persons hereunder shall be joint and several.

**5. Recourse to Separate Property.** Any married person who executes this deed of trust as a Trustee and who also executes a note or other evidence of obligation reciting that its payment or performance is secured by this deed of trust agrees that beneficiary may have recourse against that person's separate property and any community property, whether or not such property is part of the Subject Property, of which that person is a manager for payment of all notes and other obligations of that married person which are secured by this deed of trust. This deed of trust does not create a lien on any property other than the Subject Property.

**6. Beneficiary Defined.** The word "Beneficiary" hereunder means the beneficiary named herein or any future owner or holder, including pledgee, of any note, notes or instrument secured hereby.

**7. Rules of Construction.** When the identity of the parties hereto or other circumstances make it appropriate the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Specific enumeration of rights, powers and remedies of Trustee and Beneficiary and of acts which they may do and of acts Trustee must do and acts Trustee must not do shall not exclude or limit the general. The headings of each paragraph are for information and convenience and do not limit or construe the contents of any provision hereof.

**8. Severability.** If any term of this deed of trust, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this deed of trust, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this deed of trust shall be valid and enforceable to the fullest extent permitted by law.

**9. Successor in Interest.** The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

**IN WITNESS WHEREOF,** Trustee has executed this deed of trust on the day and year set forth below. (Any Trustee whose address is set forth below hereby requests that a copy of notice of default and notice of sale be mailed to him at that address. Failure to insert an address shall constitute a waiver of the right to receive a copy of a notice of default.)

**TRUSTOR PLEASE NOTE: IN THE EVENT OF YOUR DEFAULT, CALIFORNIA PROCEDURE PERMITS THE TRUSTEE TO SELL THE SUBJECT PROPERTY AT A SALE HELD WITHOUT SUPERVISION BY ANY COURT AFTER EXPIRATION OF A PERIOD PRESCRIBED BY LAW. SEE PROVISION B(1)(c) ABOVE FOR A DESCRIPTION OF THIS PROCEDURE. UNLESS YOU PROVIDE AN ADDRESS FOR THE GIVING OF NOTICE, YOU MAY NOT BE ENTITLED TO OTHER NOTICE OF THE COMMENCEMENT OF SALE PROCEEDINGS BY EXECUTION OF THIS DEED OF TRUST. YOU CONSENT TO SUCH PROCEDURE IF YOU HAVE ANY QUESTIONS CONCERNING IT, YOU SHOULD CONSULT YOUR LEGAL ADVISOR. BENEFICIARY PROMISES YOU TO GIVE IT PROMPT NOTICE OF ANY CHANGE IN YOUR ADDRESS SO THAT YOU MAY RECEIVE PROMPTLY ANY NOTICE PURSUANT TO THIS DEED OF TRUST.**

Hubert A. Foutz  
 Martha R. Foutz

HUBERT A. FOUTZ  
 MARTHA R. FOUTZ

STATE OF CALIFORNIA  
 County of RIVERSIDE

On this 6th day of March 19 87

before me the undersigned a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Hubert A. Foutz and Martha R. Foutz

and personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as president, vice president and secretary assistant secretary on behalf of the corporation therein named, and acknowledged to me that such corporation executed the foregoing instrument pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in and for said County and State, the date and year first above written

Georgia S. Brown  
 Notary Public in and for said State of California

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in and for said County and State, the day and year first above written

Georgia S. Brown  
 Notary Public in and for said State of California

Notary Public in and for said State of California



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

Parcel 3, Parcel Map 7860, County of Riverside, State of California, as per map recorded in Book 27 Page 58. of Parcel Maps, in the office of the County Recorder of said County.

Said land is located in the Unincorporated area of Riverside County.

*[Handwritten signature]*

*[Handwritten initials]*

Trustor(s) agrees to keep Beneficiary informed from such means of any facts, events or circumstances which might in any way affect the risks of Trustor(s) hereunder and Trustor(s) further agree that Beneficiary has no obligation to disclose to Trustor(s) information or material acquired in the course of Beneficiary's relationship with the Customer(s).

b. Trustor(s) hereby waive any right to require Beneficiary to: (1) proceed against any person, including Customer(s); (2) proceed against or exhaust any collateral held from Customer(s) or any other person; (3) pursue any other remedy in Beneficiary's power; or (4) make any presentments, demands for performance or give any

assigned to the account for preparation of the billing statement each month.

b. The Monthly Periodic Finance Charge Rate for each billing period will be determined in accordance with the following procedure: Each calendar week (Monday through Sunday), the Beneficiary shall obtain a percentage rate called "the Index." The Index will be the quoted yield (stated as a percentage per year) for large One-Month Negotiable Certificates of Deposit (certificates in the amount of \$100,000 or more) traded among investors in the secondary market. This yield is calculated for each day of trading by the New York Federal Reserve

**NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE; INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS, DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

Rider attached to an incorporated into that certain Deed of Trust With Assignment of Benefits ("Deed of Trust"), dated MARCH 4, 19 87, executed by HUBERT A FOUTZ AND MARTHA R FOUTZ, as Trustor(s), to AMERICAN SECURITIES COMPANY, a corporation, as Trustee, for the benefit and security of WELLS FARGO BANK N.A., as Beneficiary.

1. **Agreement.** Trustor(s) make the grant and assignment more particularly described in the Deed of Trust for the purpose of an EQUITYLINE Account Agreement, dated as of the date hereof, as amended from time to time (the "Agreement"), including payment to the Beneficiary of all indebtedness evidenced thereby and arising thereunder, in the maximum principal amount of EIGHTY THOUSAND AND 00/100 Dollars (\$ 80,000.00) together with interest thereon, and any modifications, extensions or renewals of such indebtedness (including, but without limitation, (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating said payment dates in full or in part, or (ii) modifications, extensions or renewals at a different rate of interest, whether or not any such modification, extension or renewal is evidenced by a new or additional agreement, note or other instrument. The terms and conditions of the Agreement are incorporated herein by this reference. The occurrence of a breach or default under the Agreement shall be deemed a default under this Deed of Trust and shall entitle Beneficiary, in addition to any and all rights and remedies to which Beneficiary may otherwise be entitled by law or pursuant to the Agreement, to all rights and remedies set forth in the Deed of Trust. The words "of ten percent (10%) per annum" where appearing in Paragraph B.1(e) of the Deed of Trust are deleted hereby and replaced with the words "then applicable under the Agreement, as the same may change from time to time." The words "lesser of ten percent (10%) per annum or the maximum lawful rate" where appearing in Paragraph B 2 of the Deed of Trust are deleted hereby and replaced with the words "rate then applicable under the Agreement, as the same may change from time to time."

2. **Waivers.** In the event Trustor(s) are not also the Customer(s):

a. Trustor(s) represent and warrant to Beneficiary that: (a) this Deed of Trust is executed at the request of Customer(s); (b) Trustor(s) will not, without the prior written consent of Beneficiary, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or substantially all of the Subject Property; and (c) Trustor(s) have established adequate means of obtaining from Customer(s) on a continuing basis financial and other information pertaining to the financial condition of Customer(s). Trustor(s) agree to keep adequately informed from such means of any facts, events or circumstances which might in any way affect the risks of Trustor(s) hereunder and Trustor(s) further agree that Beneficiary has no obligation to disclose to Trustor(s) information or material acquired in the course of Beneficiary's relationship with the Customer(s).

b. Trustor(s) hereby waive any right to require Beneficiary to: (1) proceed against any person, including Customer(s); (2) proceed against or exhaust any collateral held from Customer(s) or any other person; (3) pursue any other remedy in Beneficiary's power; or (4) make any presentments, demands for performance or give any

notices of nonperformance, protests, notices of protests or notices of dishonor in connection with the Agreement.

c. Trustor(s) also waive any defense arising by reason of: (1) any disability or other defense of Customer(s) or any other person; (2) the cessation from any cause whatsoever, other than payment in full, of the obligations of Customer(s) under the Agreement; (3) the application by Customer(s) of the proceeds of the Agreement for purposes other than the purposes represented by Customer(s) to Beneficiary or intended or understood by Beneficiary or Trustor(s); (4) any act or omission by Beneficiary which directly or indirectly results in or aids the discharge of Customer(s) by operation of law or otherwise, including any impairment or loss of any right of reimbursement or subrogation or any right or remedy of Trustor(s) against Customer(s) or against any security resulting from the exercise or election of any remedies by Beneficiary, including, without limitation, election by Beneficiary to exercise any of Beneficiary's rights, now or hereafter obtained, under any power of sale set forth in any deed of trust securing repayment of the indebtedness of Customer(s) and the consequent loss, limitation or impairment of the right to recover any deficiency from Customer(s) in connection therewith or due to any fair value limitations or determinations in connection with a judicial foreclosure; or (5) any modification of the Agreement in any form whatsoever, including, without limitation, the renewal, extension, acceleration or other change in time for payment or any increase or decrease in the rate of interest. Until all amounts secured hereby shall have been paid in full, Trustor(s) further waive any right to enforce any remedy which Beneficiary now has or may hereafter have against Customer(s) or any other person and waive any benefit of, or any right to participate in, any security whatsoever now or hereafter held by Beneficiary.

d. Trustor(s) acknowledge, warrant and agree that each of the waivers set forth in this Rider are made with the full knowledge of their significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law.

3. **Periodic Finance Charge.** The Agreement provides for a variable rate Monthly Periodic Finance Charge. The actual Monthly Periodic Finance Charge which will apply to a particular billing period will be determined as follows:

a. The Customer(s) account will be assigned to a designated business day on which preparation of a monthly billing statement will normally occur. The account will have 12 billing periods each year. Each successive billing period will begin on the day after the day assigned to the account for preparation of the billing statement each month.

b. The Monthly Periodic Finance Charge Rate for each billing period will be determined in accordance with the following procedure: Each calendar week (Monday through Sunday), the Beneficiary shall obtain a percentage rate called "the Index." The Index will be the quoted yield (stated as a percentage per year) for large One-Month Negotiable Certificates of Deposit (certificates in the amount of \$100,000 or more) traded among investors in the secondary market. This yield is calculated for each day of trading by the New York Federal Reserve

Bank. Then, the yield is quoted to the public using a telephone recording on the next business day. The Beneficiary will obtain the yield being quoted by the telephone during the New York Federal Reserve Bank's business hours on Monday of each calendar week. (In the event that such Monday is not a business day, the Bank will obtain the yield which was quoted on the first business day of the preceding week.) That yield (including the first two decimal places) will be the Index in effect for that calendar week.

c. On the date that the Customer(s) statements are normally prepared, the Beneficiary will add to the Index in effect on that day an amount referred to as "the Spread." The Spread will be 3.5%. Then, the Beneficiary will divide the total of the Index plus the Spread by 12 to determine the Monthly Periodic Finance Charge Rate for the entire next monthly periodic billing period for the account. As a result, the Monthly Periodic Finance Charge Rate for each billing period is determined based on the Index effective on the statement preparation date immediately preceding the billing period.

d. Since the Monthly Periodic Finance Charge Rate for each billing period is determined based upon the Index in effect on the date the Beneficiary normally prepares the billing statement for the account, increases and decreases from the Index used for the previous billing period will result in identical increases and decreases in the Monthly Periodic Finance Charge Rate from the rate in

the previous billing period. The increases and decreases caused by changes in the Index will take effect immediately on the first day of each succeeding billing period and will remain in effect for the entire billing period. If there is no increase or decrease in the Index, there will be no increase or decrease in the Monthly Periodic Finance Charge Rate in succeeding billing periods. The Monthly Periodic Finance Charge Rate will not change during the course of any one billing period.

e. If for any reason the yield upon which the Index is based is no longer quoted by the Federal Reserve Bank of New York, is discontinued, or otherwise becomes unavailable, the Bank will select as its successor any Index not prohibited by law.

4. Interpretation and Construction. Trustor(s) acknowledge that to the extent the provisions of this Rider are inconsistent with the provisions of the Deed of Trust, the provisions of this Rider shall control and shall supersede any such inconsistent provisions of the Deed of Trust.

5. Law. While the Deed of Trust shall be construed and enforced in accordance with the laws of the State of California, nevertheless, Beneficiary, as a national banking association, shall be able to enforce whatever rights or remedies are in effect at the time when Beneficiary elects to enforce such rights and remedies under Federal law.

  
Trustor  
  
Trustor

Trustor

Trustor

SL 87 (1-87) 2024

Public Record

RECORDING REQUESTED BY

Lawyers Title Co.  
AND WHEN RECORDED MAIL TO:

NAME: Hubert A. Foutz  
Martha R. Foutz  
STREET ADDRESS: 2707 Calle Loma Verde  
Riverside, Ca. 92503  
CITY STATE ZIP

DOC # 1999-544000

12/16/1999 08:00A Fee:41.00

Page 1 of 5

Recorded in Official Records  
County of Riverside

Jary L. Cree

Assessor, County Clerk & Recorder



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Title Order No. 4000187-23

Escrow or Loan No. 6141-A

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CZ

### LONG FORM ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS

This All-Inclusive Deed of Trust, made this 13th day of December 1999 between Eugene A. Shrosbree and Anna T. Shrosbree, husband and wife as joint tenants

herein called Trustor, whose address is 28830 Lakeriew Avenue Nuevo Ca. 91759  
(number and street) (city) (state) (zip)

**LAWYERS TITLE COMPANY**, a California corporation, herein called Trustee, and Hubert A. Foutz and Martha R. Foutz, husband and wife as joint tenants herein called Beneficiary.

Witnesseth: That Trustor Irrevocably Grants, Transfers and Assigns to Trustee in Trust, With Power of Sale, that property in Nuevo Riverside County, California described as:

Parcel 3, Parcel Map 7860, as per map recorded in book 27, page 68 of Parcel Maps, in the office of the County Recorder of said County.

Should the trustor sell, convey, transfer, dispose of or futher encumber said property of any part thereof, or any interest therein or agree so to do, beneficiary shall have the right to declre all sums secured herein immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing:

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one all-inclusive purchase money promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$159,000.00 executed by Trustor in favor of Beneficiary or order.

Underlying Obligations:

This is an all inclusive purchase money deed of trust, securing an all-inclusive purchase money promissory note in the original principal amount of Eighty thousand and no/100 \$ \* \* \* \* \* Dollars (\$ 80,000.00 ) (the "Note") which includes within such amount the unpaid balance of the following:

(1) A promissory note in the original principal sum of Eighty thousand and no/100 \$ \* \* \* \* \* Dollars (\$ 80,000.00 ) in favor of Wells Fargo Bank, N.A., a National Banking Assn. as Payee, secured by a deed of trust recorded March 11 19 87 as Document No. 6703 in Book          Page          Official Records of Riverside County, California, and

(2) A promissory note in the original principal sum of          Dollars (\$          ) in favor of          as Payee, secured by a deed of trust recorded          19          as Document No.          in Book          Page          Official Records of          County, California.

(The Promissory Notes secured by such deeds of trust are hereinafter called the "Underlying Notes").

To Protect the Security of This Deed of Trust, Trustor Agrees:

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

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

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

(4) To pay, at least ten days before delinquenty of taxes and assessments affecting said property, including assessments on appurtenant water stock subject to their mutual agreements of the parties as herein set forth, to pay, when due, all encumbrances charged and due with interest on said property or any part thereof, which appear to the prior superior hereto of costs, fees and expenses of this Trust.

TT 783 (Rev. 12/97)

577-5000

12 16 99

A. K. RICH & ASSOCIATES DIVISION  
9814 Newville Boulevard, Suite 200  
Santa Fe Springs, CA 90670

RIVERSIDE

Public Record

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

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

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

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

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

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

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

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

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

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

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

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

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

The Undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

**Trustor and Beneficiary Mutually Agree:**

(A) By Beneficiary's acceptance of this All-Inclusive Purchase Money Deed of Trust, Beneficiary covenants and agrees that provided Trustor not delinquent or in default under the terms of the Note secured hereby, Beneficiary shall pay all installments of principal and interest which shall hereafter become due pursuant to the provisions of the Underlying Note(s) as and when the same become due and payable. In the event Trustor shall be delinquent or in default under the terms of the Note secured hereby, Beneficiary shall not be obligated to make any payments required by the terms of the Underlying Note(s) until such delinquency or default is cured. In the event Beneficiary fails to timely pay any installment of principal or interest on the Underlying Note(s) at the time when Trustor is not delinquent or in default under the terms of the Note secured hereby, Trustor may, at Trustor's option, make such payments directly to the holder of such Underlying Note(s) in which event Trustor shall be entitled to a credit against the next installment(s) of principal and interest due under the terms of the Note secured hereby equal to the amount so paid and including, without limitation, any penalty charges and expenses paid by Trustor to the holder of the Underlying Note(s) on account of Beneficiary's failure to make such payment. The obligation of Beneficiary hereunder shall terminate upon the earliest of (i) the signature of the lien of this All-Inclusive Purchase Money Deed of Trust, or (ii) cancellation of the Note secured hereby and reconveyance of this All-Inclusive Purchase Money Deed of Trust.

Should Trustor be delinquent or in default under the terms of the Note secured hereby and if Beneficiary consequently incurs any penalties, charges, or other expenses on account of the Underlying Note(s) during the period of such delinquency or default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Note secured hereby and shall be immediately payable by Trustor to Beneficiary.

If at any time the unpaid balance of the Note secured hereby, accrued interest thereon, and all other sums due pursuant to the terms thereof and all sums advanced by Beneficiary pursuant to the terms of this Deed of Trust, equal to or less than the unpaid principal balance of the Underlying Note(s) and accrued interest thereon, the Note secured hereby, at the option of Beneficiary, shall be canceled and said property shall be reconveyed from the lien of this Deed of Trust.

(B) Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering desirable improvements located upon said property, are applied by the holder of the Underlying Note(s) in reduction of the unpaid principal amount thereof, the unpaid balance of the Note secured hereby shall be reduced by an equivalent amount when such shall be deemed applied to the last sums due under the Note.

(C) At such times as the Note secured hereby becomes all due and payable, the amount of principal and interest then payable to Beneficiary hereunder shall be reduced by the then unpaid balance of principal and interest due on the Underlying Note(s).



1999-54088  
1. 11 1999-10-10

UNIVERSITY OF CALIFORNIA

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SECURITY UNION TITLE INS. CO.  
MORTGAGE SERVICES DIVISION  
9614 Nevada Boulevard, Suite 200  
Santa Fe Springs, CA 90670

RIVERSIDE

(D) Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of the Deed of Trust may be not more than the sum of the following amounts:

(1) The difference between the then unpaid balance of principal and interest on the Note secured hereby and the then unpaid balance of principal and interest on the Underlying Note(s); plus

(2) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of the Deed of Trust prior to the date of such foreclosure sale, for taxes and assessments, insurance premium, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus

(3) The costs of foreclosure hereunder, plus attorney's fees and costs incurred by Beneficiary in enforcing this Deed of Trust or the Note secured hereby as permitted by law.

(E) Notwithstanding any provision to the contrary herein contained, in the event of a Trustee's sale in furtherance of the foreclosure of the Deed of Trust, the balance then due on the Note secured hereby, for the purpose of Beneficiary's demand, shall be reduced, as aforesaid, by the unpaid balance, if any, of principal and interest then due on the Underlying Note(s), satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor, on the one hand, and the Trustee, on the other hand, to the extent of such release.

Signature of Trustor

*Eugene A. Shrosbree*  
EUGENE A. SHROSBREE

*Anna T. Shrosbree*  
ANNA T. SHROSBREE

Signature of Beneficiary

*Hubert A. Foutz*  
HUBERT A. FOUTZ

*Martha R. Foutz*  
MARTHA R. FOUTZ

STAPLE APPROPRIATE ACKNOWLEDGEMENTS HERE

(THIS DEED OF TRUST IS APPROPRIATE FOR USE ONLY IN CERTAIN TRANSACTIONS. PRIOR TO THE EXECUTION OF THIS DEED OF TRUST, THE PARTIES SHOULD CONSULT THEIR ATTORNEYS WITH RESPECT TO ITS SUITABILITY FOR THEIR PURPOSE.)

Title Order No. \_\_\_\_\_ Escrow or Loan No. \_\_\_\_\_

5-3-22-22

12 16 99

SECURITY UNION TITLE INS. CO.  
RECORDS/ARCHIVES DIVISION  
9814 Norwalk Boulevard, Suite 200  
Santa Fe Springs, CA 90670

RIVERSIDE

DO NOT RECORD

FOR RECORDS CHECK OFF FOR CLOSURE SEND TO THE ARCHIVE  
OFFICE OF LAWYERS TITLE COMPANY

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid

Dated \_\_\_\_\_

TO LAWYERS TITLE COMPANY, Trustee:

The undersigned is the legal owner and holder of an indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied, and you are hereby requested and directed to pay to you or any other person named in the terms of said Deed of Trust, to cancel all evidences of indebtedness secured by said Deed of Trust, attached to you hereuntogether with the said Deed of Trust, and to reconvey, mine estate to the parties designated by the terms of said Deed of Trust the estate now held by you under the same.

MAIL RECONVEYANCE TO:

(By)

(By)

Do not keep or destroy this Deed of Trust OR THE NOTE which secures  
Said must be delivered to the Trustee for cancellation before reconveyance can be made

Long Form All-Inclusive  
Purchase Money Deed of  
Trust With Power of Sale

LAWYERS  
TITLE  
COMPANY  
AS TRUSTEE



1999-514688  
12-16-1999 08:04AM  
1 of 5

Public Record



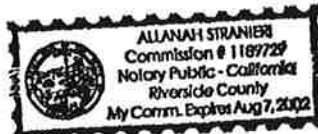
STATE OF CALIFORNIA } ss.  
COUNTY OF Riverside }

On December 14, 1999, before me, Allanah Stranieri  
personally appeared Eugene A. Shroobree and Anna T. ~~Shroobree~~ Shroobree  
A.S., 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/hor/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature Allanah Stranieri



(This area for official notated seal)

Title of Document \_\_\_\_\_  
Date of Document \_\_\_\_\_ No. of Pages \_\_\_\_\_  
Other signatures not acknowledged \_\_\_\_\_



To protect the security of this deed of trust, Trustor Agrees:

- (1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials waste thereon, not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general
- (2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine or at option of Beneficiary the entire amount so collected or any part thereof may be assigned to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustor and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum in any such action or proceeding in which Beneficiary or Trustor may appear and to pay any sum brought by Beneficiary to enforce this deed of trust.
- (4) To pay at least ten days before demands on loans and assignments affecting said property, including assessments on apartment water stock and thereon, which demand to be made or payment hereon accrues, this and expenses of this deed.

1999-544000

12 16 99

SECURITY UNION TITLE INS. CO.  
MICROGRAPHICS DIVISION  
9814 Northwood Boulevard, Suite 200  
Santa Fe Springs, CA 90670

RIVERSIDE





DOC # 2007-0744289  
 12/13/2007 08:00A Fee:10.00  
 Page 1 of 2  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION  
 RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Hubert A. Foutz  
 Martha R. Foutz  
 2707 Calle Loma Verde  
 Riverside, CA 92503

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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TRA:  
 DTT:

Assignment Agreement APN: 307-190-023

Title of Document

C  
 042

THIS AREA FOR  
 RECORDER'S  
 USE ONLY

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

ACR 2087-AS4RFD Rev 05 2007

Public Record

**Recording Requested By  
and When Recorded Mail Document  
and Tax Statement To:**

HUBERT A. FOUTZ  
MARTHA R. FOUTZ  
2707 CALLE LOMA VERDE  
RIVERSIDE, CA 92503

**APN. 307-190-023 ASSIGNMENT AGREEMENT**

**FOR NO CONSIDERATION, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFERS TO MARTHA R. FOUTZ, TRUSTEE OF THE HUBERT A. & MARTHA R. FOUTZ LIVING TRUST**

All right, title and interest to that CERTAIN ALL INCLUSIVE PURCHASE MONEY PROMISSORY NOTE SECURED BY ALL-INCLUSIVE PURCHASE MONEY DEED OF TRUST DATED DECEMBER 13, 1999 RECORDED AS INSTRUMENT NO. 1999-544000 THAT CERTAIN PARCEL OF ENCUMBERED REAL PROPERTY DESCRIBED AS: PARCEL 3, PARCEL MAP 7860, AS PER MAP RECORDED IN BOOK 27, PAGE 68 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Dated: December 11, 2007

Hubert Foutz  
HUBERT A. FOUTZ  
Martha R. Foutz  
MARTHA R. FOUTZ

State of CALIFORNIA

County of RIVERSIDE

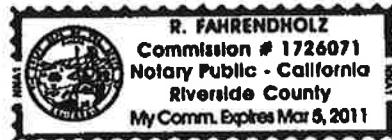
On December 11, 2007, before me, R. Fahrendholz, Notary Public

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

WITNESS my hand and official seal.

Signature [Signature]

(seal)



DOC # 2000-059731

02/17/2000 08:00A Fee:0.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

Document Title Declaration of Homestead

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:



Eugene A. Shrosbree & Anna T. Shrosbree  
28830 Lakeview Road  
Nuevo CA 92567

M	S	U	PAGE	SEE	DA	FOUR	NOOR	SEF	USC
	1		1						
A	R	L				COPY	LONG	REFUND	NOHS

DECLARATION OF HOMESTEAD



(1) Eugene A. Shrosbree & Anna T. Shrosbree do hereby declare:

(2) We are husband and wife.

Husband's Date of Birth: 09/24/2

Wife's Date of Birth: 11/22/49

Dependent(s): YES

(3) We hereby claim as a Homestead for our joint benefit and make ourselves the Homestead owners of the dwelling and land, together with all improvements thereon and appurtenances thereto, commonly known as:

28830 Lakeview Road, Nuevo CA 92567, with a legal property description of:

Parcel 3 of Parcel Map 7860, County of Riverside, State of California, as per map recorded in Book 27, Page(s) 66 of Maps, in the Office of the County Recorder of said County.

(4) We are at least 18 years of age, own an interest in the above declared Homestead, are residents of the State of California, and reside in the above declared Homestead.

(5) The above declared Homestead is our principal dwelling.

(6) The facts stated in this declaration are true as of our personal knowledge.

IN WITNESS WHEREOF, We have hereunto set our hands this 12<sup>th</sup> day of FEBRUARY, 2000

*Eugene A. Shrosbree*  
Eugene A. Shrosbree

*Anna T. Shrosbree*  
Anna T. Shrosbree

STATE OF CALIFORNIA )

) SS.

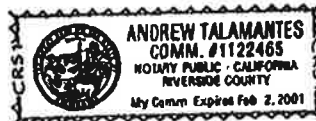
COUNTY OF RIVERSIDE )

On this 12<sup>th</sup> day of FEBRUARY, 2000, before me, *Andrew Talamantes*, a Notary Public, personally appeared Eugene A. Shrosbree & Anna T. Shrosbree [ ] personally known to me, or [ ] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is / are subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

*Andrew Talamantes*  
SIGNATURE OF NOTARY

(Seal)



Before you sign the form, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form is correct for your purpose.

MICROGRAPHICS DIVISION

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO BOX 2952  
Sacramento CA 95812-2952

DOC # 2004-0967424

12/06/2004 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



M  
MH



NOTICE OF STATE TAX LIEN

OMH

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 04310954812

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : EUGENE A SHROSBREE  
DBA Eugene A. Shrosbree  
FTB Account Number : 557567834  
Social Security Number(s) : 557-56-7834  
Last Known Address : PO BOX 1269  
: UPLAND CA 91785-1269  
For Taxable Years : 2002,2001,2000

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
18877.00	9438.50	3073.63	335.00	0	0	31724.13

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 11/05/04

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

\*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2930 V1 M ARCS (REV 04-2004)

Public Record

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO BOX 2952  
Sacramento CA 95812-2952

DOC # 2004-0967425

12/08/2004 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



NOTICE OF STATE TAX LIEN

01/11

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 04310632010

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : EUGENE A SHROSBREE  
DBA Eugene A. Shrosbree  
FTB Account Number : 557567834  
Social Security Number(s) : 557-56-7834  
Last Known Address : PO BOX 1269  
: UPLAND CA 91785-1269  
For Taxable Years : 1999,1998,1997,1996 1995,1994,1993

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
37346.00	18673.00	39780.30	652.00	0	0	96451.30

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 11/05/04

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

\*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2930 V1 M ARCS (REV 04-2004)

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO BOX 2952  
Sacramento CA 95812-2952

DOC # 2005-0702442

08/25/2005 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF STATE TAX LIEN

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**M**  
**L**

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 05224362740

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : EUGENE A SHROSBREE

FTB Account Number : 557567834

Social Security Number(s) : 557-56-7834

Last Known Address : PO BOX 1269  
: UPLAND CA 91785-1269

For Taxable Years : 2003

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
13918.00	6959.00	1062.80	101.00	0	0	22040.80

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 08/12/05

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

\*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2930 V1 M ARCS (REV 04-2004)

Public Record

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO BOX 2952  
Sacramento CA 95812-2952

DOC # 2006-0485700

07/05/2006 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF STATE TAX LIEN



FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 06171694929

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : EUGENE A SHROSBREE  
AKA EUGENE ALLAN SHROSBREE  
FTB Account Number : 557567834  
Social Security Number(s) : 557-56-7834  
Last Known Address : PO BOX 1269  
: UPLAND CA 91785-1269  
For Taxable Years : 2000,1999,1998,1997 1996,1995,1994

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
34183.00	33360.98	38333.12	646.00	0	0	106523.10

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 08/20/06

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

\*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2930 V1 M ARCS (REV 04-2004)

Public Record



Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO BOX 2952  
Sacramento CA 95812-2952

DOC # 2006-0485701

07/05/2006 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF STATE TAX LIEN



FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 06171671500

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : EUGENE A SHROSBREE  
AKA EUGENE ALLAN SHROSBREE  
FTB Account Number : 557567834  
Social Security Number(s) : 557-56-7834  
Last Known Address : PO BOX 1269  
: UPLAND CA 91785-1269  
For Taxable Years : 2002,2001

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
17024.00	9956.97	4775.29	227.00	0	0	31983.26

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 06/20/06

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

\*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2930 V1 MARCS (REV 04-2004)

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO BOX 2952  
Sacramento CA 95812-2952

DOC # 2007-0227358

04/04/2007 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF STATE TAX LIEN

030  
030



FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 07074630616

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : EUGENE A SHROSBREE  
AKA EUGENE ALLAN SHROSBREE  
FTB Account Number ██████████7834  
Social Security Number(s) : ██████████7834  
Last Known Address : PO BOX 1269  
: UPLAND CA 91785-1269  
For Taxable Years : 2004

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
11159.00	5579.50	1787.15	136.00	0	0	18661.65

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 03/15/07

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

\*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2930 V1 M ARCS (REV 04-2004)

Public Record

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO BOX 2952  
Sacramento CA 95812-2952

DOC # 2007-0530199

08/16/2007 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



**NOTICE OF STATE TAX LIEN**

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FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 07213352339

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : EUGENE A SHROSBREE  
AKA EUGENE ALLAN SHROSBREE  
FTB Account Number : 1109199046  
Social Security Number(s) : XXX-XX-7834  
Last Known Address : PO BOX 1269  
: UPLAND CA 91785-1269  
For Taxable Years : 2000,1999,1998,1997 1996

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
24587.00	21316.22	27715.25	478.00	0.00	0.00	74096.47

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 08/01/07

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

\*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2030 V1 M ARCS (REV 06-2007)

Public Record

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO BOX 2952  
Sacramento CA 95812-2952

DOC # 2007-0568712

09/06/2007 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF STATE TAX LIEN

030  
8



FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 07241655128

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : EUGENE A SHROSBREE

FTB Account Number : 1109199046

Social Security Number(s) : XXX-XX-7834

Last Known Address : PO BOX 1269  
: UPLAND CA 91785-1269

For Taxable Years : 2005

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
9861.00	4930.50	1382.36	136.00	0.00	0.00	16309.86

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 08/29/07

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

\*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2030 V1 M ARCS (REV 06-2007)

Public Record



# INVOICE

<b>Order Number:</b> 19383	<b>Order Date:</b> 8/3/2009
----------------------------	-----------------------------

**Customer Information:**

Acct No. 1044

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

Attn: Brent Steele  
REF: CV08-02455; CV08-02457 and CV08-08670  
IN RE: SHROSBREE, EUGENE A.

Product and/or Service ordered for Property known as:	
<b>28830 Lakeview Avenue Nuevo, CA 92567</b>	
<b>DESCRIPTION:</b>	<b>FEE:</b>
Updated Lot Book	\$57.00
<b>TOTAL DUE:</b>	<b>\$57.00</b>

Payment due upon receipt. Please remit to:

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



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

## Updated Lot Book

**Customer:**

**RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT**

4080 Lemon Street  
 Riverside CA 92501

Attn: Brent Steele  
 Reference: CV08-02455; CV08-02457 and CV08-08670  
 IN RE: SHROSBREE, EUGENE A.

Property Address: 28830 Lakeview Avenue  
 Nuevo CA 92567

Order Number: **19383**

Order Date: 8/3/2009

Dated as of: 8/3/2009

County Name: Riverside

**FEE(s):**  
 Report: \$57.00

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

All exceptions are as follows:

Assessor's Parcel No. : 307-190-023-1

Assessments:	Land Value:	\$76,056.00
	Improvement Value:	\$133,391.00
	Exemption Value:	\$0.00
	Total Value:	\$209,447.00

Property Taxes for the Fiscal Year	2008-2009
First Installment	\$1,126.04
Penalty	\$112.58
Status	NOT PAID-DELINQUENT
Second Installment	\$1,126.04
Penalty	\$143.58
Status	NOT PAID-DELINQUENT

Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Eugene A. Shrosbree
Case No.	CV08-02455 and CV08-02457
Recorded	11/20/2008



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

Order Number: 19383

Reference: CV08-02455; CV0

---

Document No.	2008-0618624
Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Eugene A. Shrosbree
Case No.	CV08-08670
Recorded	01/12/2009
Document No.	2009-0013910
Assignment Dated	04/09/2009
Recorded	04/20/2009
Document No.	2009-0193063
Assigned to	Hubert A. Foutz and Martha R. Foutz, husband and wife as joint tenants
Notice of Default Recorded	05/27/2009
Document No.	2009-0265095
Substitution of Trustee Recorded	06/12/2009
Document No.	2009-0299974
Trustee	Title Trust Deed Service Company
A Release Recorded:	05/15/2009
Document No.	2009-0247371
of a Lien Recorded	08/25/2005
Document No.	2005-0702442
A Release Recorded:	05/15/2009
Document No.	2009-0247372
of a Lien Recorded	07/05/2006
Document No.	2006-0485701
A Release Recorded:	05/15/2009
Document No.	2009-0247373
of a Lien Recorded	07/05/2006
Document No.	2006-0485700
A Release Recorded:	05/15/2009

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

Order Number: 19383

Reference: CV08-02455; CV0

---

Document No.	2009-0247374
of a Lien Recorded	04/04/2007
Document No.	2007-0227358
A Release Recorded:	05/15/2009
Document No.	2009-0247375
of a Lien Recorded	08/16/2007
Document No.	2007-0530199
A Release Recorded:	05/15/2009
Document No.	2009-0247376
of a Lien Recorded	09/06/2007
Document No.	2007-0568712
A Release Recorded:	05/20/2009
Document No.	2009-0253547
of a Lien Recorded	12/06/2004
Document No.	2004-0967424



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

DOC # 2008-0618624  
 11/20/2008 08:00A Fee:NC  
 Page 1 of 1  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



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**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of  
 Eugene A. Shrosbree

Case No.: CV08-02455  
 CV08-02457

**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 17.32.010) described as Use without Riverside County Planning Department approval - storage yard, Excessive outside storage and Use without Riverside County Planning Department approval - shipping container (x5) & Riverside County Ordinance No. 520, (RCC Title 10.04.150) described as Vehicle Abatement (inoperative, dismantled, wrecked vehicles). Such Proceedings are based upon the noncompliance of such real property, located at 28830 Lakeview Avenue, Nuevo, CA, and more particularly described as Assessor's Parcel Number 307-190-023 and having a legal description of 2.29 ACRES M/L IN PAR 3 PM 027/068 PM 7860, Records of Riverside County, with the requirements of Ordinance No. 348 & 520 (RCC Title 17.32.010 & 10.04.150).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 24318 Hemlock Avenue, Suite C-1, Moreno Valley, California 92557, Attention Code Enforcement Officer Jennifer Morris 951-485-5840.

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

COUNTY OF RIVERSIDE  
 CODE ENFORCEMENT DEPARTMENT

By Mary Overholt  
 Mary Overholt  
 Code Enforcement Department

**ACKNOWLEDGMENT**

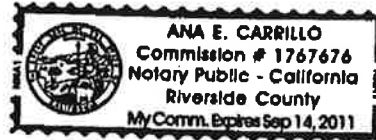
State of California )  
 County of Riverside )

On 11/12/08 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Ana E. Carrillo  
 Commission # 1767676 Comm. Expires Sep. 14, 2011



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

DOC # 2009-0013910  
01/12/2009 08:00A Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



059 M 059

**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of  
Eugene A. Shrosbree

)  
)

Case No. CV08-08670

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 541, (RCC Title 8.120.010) described as Accumulated Rubbish. Such Proceedings are based upon the noncompliance of such real property, located at 28830 Lakeview Avenue, Nuevo, CA, and more particularly described as Assessor's Parcel Number 307-190-023 and having a legal description of 2.29 ACRES M/L IN PAR 3 PM 027/068 PM 7860, Records of Riverside County, with the requirements of Ordinance No. 541 (RCC Title 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 Avenue, Suite C-1, Moreno Valley, California, Attention Code Enforcement Officer Jennifer Morris.

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

COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT

By Mary Overholt  
Mary Overholt  
Code Enforcement Department

**ACKNOWLEDGMENT**

State of California )  
County of Riverside )

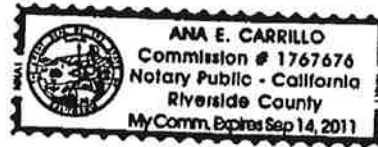
On 12/22/08 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Ana E. Carrillo

Commission # 1767676      Comm. Expires Sep. 14, 2011



RECORDING REQUESTED BY  
 FIRST AMERICAN TITLE COMPANY  
 AS AN ACCOMMODATION ONLY  
 Order No. 4094898-DM  
 Escrow No.  
 Loan No.

DOC # 2009-0193063  
 04/20/2009 08:00A Fee:15.00  
 Page 1 of 3  
 Recorded in Official Records  
 County of Riverside  
 Larry U. Ward  
 Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:

MARTHA R. FOUTZ  
 2707 CALLE LOMA VERDE  
 RIVERSIDE, CA. 92503

S	R	U	FRSE	SIZE	DN	PTSC	LONG	TRD	COPY
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M	A	L	465	428	PCOR	NCOR	SMF	NCHG	EXAM
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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AFFIDAVIT — DEATH OF JOINT TENANT**

15



STATE OF CALIFORNIA )  
 COUNTY OF \_\_\_\_\_ ) ss.

MARTHA R. FOUTZ \_\_\_\_\_, of legal age, being first duly sworn, deposes and says:  
 That HUBERT A. FOUTZ \_\_\_\_\_, the decedent mentioned in the attached certified copy of Certificate of Death is the same person as HUBERT A. FOUTZ \_\_\_\_\_ named as one of the parties in that certain Deed of Trust \_\_\_\_\_ dated 12/13/99 executed by EUGENE A. SHROSBREE AND ANNA T. SHROSBREE, HUSBAND AND WIFE to HUBERT A. FOUTZ AND MARTHA R. FOUTZ, HUSBAND AND WIFE AS JOINT TENANTS as joint tenants, recorded as Instrument No. 1999-544000 on 12/16/1999 in Book III, Page III, of Official Records of RIVERSIDE County, California, covering the following described property situated in the County of RIVERSIDE, State of California:

**Parcel 3, Parcel Map 7860, as per map recorded in book 27, page 68 of Parcel Maps, in the office of the County Recorder of said County.**

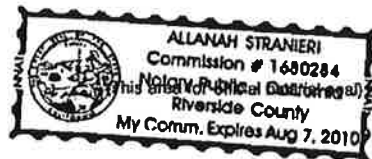
Dated 4-9-09 x Martha R Foutz  
 MARTHA R. FOUTZ

State of California )  
 County of RIVERSIDE )

Subscribed and sworn to (or affirmed) before me on this 9TH day of APRIL, 2009 by MARTHA R. FOUTZ\*\*\*

\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Allanah Stranieri  
 Notary Signature



1150 (1/84)

Public Record

**STATE OF CALIFORNIA**  
**CERTIFICATION OF VITAL RECORD**

**COUNTY OF RIVERSIDE**

RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

3200833012173

1. NAME OF DECEDENT - FIRST (LAST)		2. MIDDLE		3. LAST (IF DIFF)		4. DATE OF BIRTH - month/day/year		5. AGE Yrs		6. SEX		7. HOURS		8. MIN		9. SEC	
HUBERT		ANDERSON		FOUTZ		05/26/1919		89		M							
10. BIRTH STATE/FOREIGN COUNTRY																	
11. SOCIAL SECURITY NUMBER																	
12. MARRIAGE STATUS (By time of death)																	
13. DATE OF DEATH																	
14. HOURS																	
15. MIN																	
16. SEC																	
17. DECEASED'S RACE - List in 3 places they be listed (see instruction on back)																	
18. DECEASED'S RACE - WHITE																	
19. USUAL OCCUPATION - Type of work he/she did. DO NOT USE RETIRED																	
20. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)																	
21. YEARS IN OCCUPATION																	
22. DECEASED'S RESIDENCE (Street and number or regular)																	
23. CITY																	
24. COUNTY/TOWNSHIP																	
25. ZIP CODE																	
26. YEARS IN COUNTY																	
27. STATE/FOREIGN COUNTRY																	
28. INFORMANT'S NAME, RELATIONSHIP																	
29. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city, county, state, ZIP)																	
30. NAME OF SURVIVING SPOUSE - FIRST																	
31. MIDDLE																	
32. LAST (Please name)																	
33. NAME OF FATHER - FIRST																	
34. MIDDLE																	
35. LAST																	
36. BIRTH STATE																	
37. NAME OF MOTHER - FIRST																	
38. MIDDLE																	
39. LAST (Please name)																	
40. BIRTH STATE																	
41. COMPLETION DATE (month/day/year)																	
42. PLACE OF FINAL DISPOSITION																	
43. TYPE OF DISPOSITION																	
44. SIGNATURE OF EMBALMER																	
45. LICENSE NUMBER																	
46. NAME OF FUNERAL ESTABLISHMENT																	
47. LICENSE NUMBER																	
48. SIGNATURE OF LOCAL REGISTRAR																	
49. DATE																	
50. PLACE OF DEATH																	
51. COUNTY																	
52. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location)																	
53. CITY																	
54. CAUSE OF DEATH																	
55. IMMEDIATE CAUSE																	
56. DEMENTIA ALZHEIMER'S TYPE																	
57. MINS																	
58. YRS																	
59. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE (List in 15)																	
60. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE (List in 15)																	
61. SIGNATURE AND TITLE OF DEATH REGISTRAR																	
62. LICENSE NUMBER																	
63. DATE																	
64. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE																	
65. NUMBER OF DEATH																	
66. PLACED AT WORK																	
67. PLACED AT HOME																	
68. PLACED IN NURSING HOME																	
69. PLACED IN HOSPITAL																	
70. PLACED IN OTHER FACILITY																	
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99. PLACED IN OTHER FACILITY																	
100. PLACED IN OTHER FACILITY																	

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE } SS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Department of Health.

**Dec 9, 2008**

Eric Frykman, M.D., Local Registrar  
RIVERSIDE COUNTY, CALIFORNIA



DATE ISSUED

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.



**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.1, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached documents:

(Print or type the page number(s) and wording below):

<b>RECORDING REQUESTED BY:</b>
<b>FIRST AMERICAN TITLE</b>
<b>COMPANY AS AN</b>
<b>ACCOMMODATION ONLY</b>

DATE: \_\_\_\_\_ 4-20-09

SIGNATURE: \_\_\_\_\_



RECORDING REQUESTED BY:  
 Title Trust Deed Service Company  
 WHEN RECORDED MAIL TO:  
 Title Trust Deed Service Company  
 26679 W. Agoura Road Suite 225  
 Calabasas, CA 91302  
 818-871-1900

5

EXCEL # 4094 898

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TTD No.: 20099050760380  
 Loan No.: SHROSBREE

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

18

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012

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION**, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$6,484.00 as of 05-21-2009, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

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

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

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:  
**MARTHA R. FOUTZ, TRUSTEE**  
 C/O Title Trust Deed Service Company  
 ATTN: FORECLOSURE DEPT.  
 26679 W. Agoura Road Suite 225  
 Calabasas CA 91302  
 Phone: 818-871-1900

TTD NO.: 20099050760380

LOAN NO.: SHROSBREE

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

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

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

**Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**  
NOTICE IS HEREBY GIVEN: That TITLE TRUST DEED SERVICE COMPANY As Agent for the current Beneficiary under a All-Inclusive Deed of Trust dated 12-13-1999, executed by EUGENE A. SHROSBREE AND ANNA T. SHROSBREE, HUSBAND AND WIFE AS JOINT TENANTS

as Trustor, to secure certain obligations in favor of

**HUBERT A. FOUTZ AND MARTHA R. FOUTZ, HUSBAND AND WIFE AS JOINT TENANTS**

as beneficiary, recorded 12-16-1999 , as Instrument No. 1999-544000, in Book /// Page ///, of Official Records in the Office of the Recorder of RIVERSIDE County, CALIFORNIA describing land therein as:

**AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST**

said obligations including ONE ALL-INCLUSIVE NOTE FOR THE ORIGINAL SUM OF \$159,000.00

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

**The installment of principal and interest which became due 01/16/2009 together with all subsequent principal and interest installments, together with late fees, delinquent taxes and foreclosure fees and expenses. Any advances which may hereafter be made. All obligations and indebtedness as they become due and charges pursuant to said Note and Deed of Trust.**

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said agent, a written Declaration of Default and Demand for same, and has deposited with said agent, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated: May 21, 2009

TITLE TRUST DEED SERVICE COMPANY, as  
Trustee

By:

  
BRENDA B. PEREZ

See attached Declaration of Compliance with California Civil Code Section 2923.5(b).

We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing.

**Notice of Default  
Declaration under Oath  
TTD#: 60380**

The undersigned, being first duly sworn upon oath, deposes and states, on information and belief:

That Declarant is a party to a Deed of Trust under a certain Deed of Trust secured by that certain real property located at: **28830 LAKEVIEW AVE., NUEVO, CA. 92567, and recorded ON 12-16-99 as Instrument No. 1999-544000, records of RIVERSIDE County, California.**

California Civil Code Section 2923.5 States in part as follows: (a) (1) A Mortgage, trustee, beneficiary, or authorized agent may not file a notice of default pursuant to Section 2924 until 30 days after contact is made as required by paragraph (2) or 30 days after satisfying the due diligence requirements as described in subdivision (g).

Declarant declares that the borrower or designate has been contacted in person or by telephone in order to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure. That during said initial contact the borrower was advised that he or she has the right to request a subsequent meeting and, if requested, a meeting was scheduled to occur within 14 days. The borrower was advised of the toll-free telephone number made available by the United States Department of Housing and Urban Development (HUD) to find a HUD certified housing counseling agency.

**Due Diligence**

Declarant declares that a letter was sent first-class mail that includes the toll-free telephone number made available by HUD to find a HUD certified housing counseling agency. That after the letter has been sent, the Declarant declares that attempt to contact the borrower by telephone at least three times at different hours and on different days. Telephone calls shall be made to the primary telephone number on file. This telephone contact shall be satisfied if all phone number on file have been disconnected.

If the borrower does not respond within 2 weeks after the telephone call requirement as been satisfied, the Declarant declares that a certified letter, with return receipt requested has been sent. All letters contained a means for the borrower to contact the beneficiary or authorized agent in a timely manner, including a toll-free telephone number (if available) that will provide access to a live representative during business hours.

Or

Declarant declares that the borrower has surrendered the property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgage, trustee, beneficiary, or authorized agent.

Or

Declarant declares that this loan is exempt from this statute inasmuch as it is 1. Non-Owner Occupied or 2. Commercial Property or 3. Vacant Land.

Dated: 5-18-09

X:   
Martha R. Foutz

NOD Declaration of Oath 9/11/08



*Falend*  
RECORDING REQUESTED BY:  
Title Trust Deed Service Company  
AND WHEN RECORDED MAIL TO:

Title Trust Deed Service Company  
26679 W. Agoura Road Suite 225  
Calabasas, CA 91302  
818-871-1900

DOC # 2009-0299974  
06/12/2009 08:00A Fee:15.00  
Page 1 of 2  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



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Trustee Sale No. 20099050760380 Loan No. SHROSBREE Title Order No. 4094898 - *DM*

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**SUBSTITUTION OF TRUSTEE**

WHEREAS, EUGENE A. SHROSBREE AND ANNA T. SHROSBREE, HUSBAND AND WIFE AS JOINT TENANTS, was the original Trustor, LAWYERS TITLE COMPANY, A CALIFORNIA CORPORATION, was the original Trustee, and HUBERT A. FOUTZ AND MARTHA R. FOUTZ, HUSBAND AND WIFE AS JOINT TENANTS, was the original Beneficiary under that certain Deed of Trust dated 12-13-1999, Recorded 12-16-1999, Book ///, Page ///, Instrument 1999-544000 of official records in the office of the Recorder of RIVERSIDE County, CALIFORNIA, and

WHEREAS, the undersigned, is the present Beneficiary under said Deed of Trust, and, WHEREAS, the undersigned, desires to substitute a new Trustee under said Deed of Trust in the place of and stead of said original Trustee thereunder, in the manner in said Deed of Trust provided, NOW, THEREFORE, the undersigned Beneficiary hereby substitutes TITLE TRUST DEED SERVICE COMPANY, whose address is 26679 W. AGOURA ROADSUITE 225 CALABASAS CA 91302 as Trustee of Said Deed of Trust. Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number indicates the plural.

DATE: 5/27/2009

MARTHA R. FOUTZ, AS TRUSTEE OF THE HUBERT A. AND MARTHA R. FOUTZ LIVING TRUST

By: *Martha R. Foutz as trustee*  
MARTHA R. FOUTZ, AS TRUSTEE

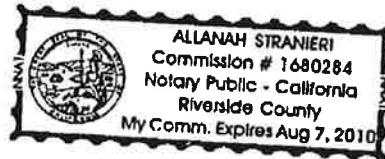
State of CALIFORNIA  
County of RIVERSIDE

On 6/4/2009 before me, ALLANAH STRANIERI Notary Public, personally appeared MARTHA R. FOUTZ, who proved to me on the basis of satisfactory evidence to 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.

Signature *Allanah Stranieri*



TTD# 20099050760380  
LOAN# SHROSBREE

STATE OF CALIFORNIA            )  
  ) SS.       **AFFIDAVIT OF MAILING**  
COUNTY OF LOS ANGELES        )

The undersigned, being sworn, say(s): A copy of the attached Substitution has been mailed, prior to the recording thereof, in the manner provided in Section 2924b of the Civil Code of California to all the persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said Section, and in accordance with Section 2934a Civil Code of the State of California.

  
\_\_\_\_\_  
Affiant: BRENDA B. PEREZ

Dated 6/18/09

CA-SUBTRUSTEBAFF NEW - TTD3NOT

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO Box 2952  
Sacramento CA 95812-2952

DOC # 2009-0247371  
05/15/2009 08:00A Fee:13.00  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD

030  
13



**RELEASE OF LIEN**

The Franchise Tax Board of the State of California hereby releases the lien imposed under Parts 10 or 11 of Division 2 of the Revenue and Taxation Code as evidenced by the following described certificate of tax, interest and penalties due:

Certificate Number : 05224362740  
Filed Against : EUGENE A SHROSBREE

:  
:  
:  
:

FTB Account Number : 1109199046  
Social Security Number (s) : XXX-XX-7834  
Corporate Number :  
FEIN :  
Filed With : RIVERSIDE  
Lien Recorded : 08/25/2005  
Document No./Book No. : 2005-0702442  
Page :

IN WITNESS WHEREOF, the Franchise Tax Board has duly authorized the undersigned to execute this Release in its name.

DATED: 05/06/09

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

Authorized facsimile signature.

FTB 2730 ARCS (REV 03-2008)

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO Box 2952  
Sacramento CA 95812-2952

DOC # 2009-0247372

05/15/2009 08:00A Fee:13.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD

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**RELEASE OF LIEN**

The Franchise Tax Board of the State of California hereby releases the lien imposed under Parts 10 or 11 of Division 2 of the Revenue and Taxation Code as evidenced by the following described certificate of tax, interest and penalties due:

Certificate Number : 06171671500  
Filed Against : EUGENE A SHROSBREE  
:  
: AKA: EUGENE ALLAN SHROSBREE  
: AKA: EUGENE ALLAN SHROSBRES  
:

FTB Account Number : 1109199046  
Social Security Number (s) : XXX-XX-7834  
Corporate Number :  
FEIN :  
Filed With : RIVERSIDE  
Lien Recorded : 07/05/2006  
Document No./Book No. : 2006-0485701  
Page :

IN WITNESS WHEREOF, the Franchise Tax Board has duly authorized the undersigned to execute this Release in its name.

DATED: 05/06/09

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

Authorized facsimile signature.

FTB 2730 ARCS (REV 03-2008)

Public Record

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO Box 2952  
Sacramento CA 95812-2952

DOC # 2009-0247373  
05/15/2009 08:00A Fee:13.00  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry U. Ward  
Assessor, County Clerk & Recorder



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD

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**RELEASE OF LIEN**

The Franchise Tax Board of the State of California hereby releases the lien imposed under Parts 10 or 11 of Division 2 of the Revenue and Taxation Code as evidenced by the following described certificate of tax, interest and penalties due:

Certificate Number : 06171694929  
Filed Against : EUGENE A SHROSBREE  
:  
: AKA: EUGENE ALLAN SHROSBREE  
: AKA: EUGENE ALLAN SHROSBRES  
:

FTB Account Number : 1109199046  
Social Security Number (s) : XXX-XX-7834  
Corporate Number :  
FEIN :  
Filed With : RIVERSIDE  
Lien Recorded : 07/05/2006  
Document No./Book No. : 2008-0485700  
Page :

IN WITNESS WHEREOF, the Franchise Tax Board has duly authorized the undersigned to execute this Release in its name.

DATED: 05/06/09

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

Authorized facsimile signature.

FTB 2730 ARCS (REV 03-2008)

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO Box 2952  
Sacramento CA 95812-2952

DOC # 2009-0247374

05/15/2009 08:00A Fee:13.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD

030  
/3



### RELEASE OF LIEN

The Franchise Tax Board of the State of California hereby releases the lien imposed under Parts 10 or 11 of Division 2 of the Revenue and Taxation Code as evidenced by the following described certificate of tax, interest and penalties due:

Certificate Number : 07074630616  
Filed Against : EUGENE A SHROSBREE  
:  
: AKA: EUGENE ALLAN SHROSBREE  
: AKA: EUGENE ALLAN SHROSBRES  
:

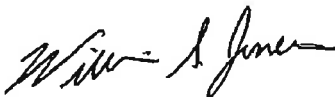
FTB Account Number : 1109199046  
Social Security Number (s) : XXX-XX-7834  
Corporate Number :  
FEIN :  
Filed With : RIVERSIDE  
Lien Recorded : 04/04/2007  
Document No./Book No. : 2007-0227358  
Page :

IN WITNESS WHEREOF, the Franchise Tax Board has duly authorized the undersigned to execute this Release in its name.

DATED: 05/06/09

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By: 

Authorized facsimile signature.

FTB 2730 ARCS (REV 03-2008)

Public Record

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO Box 2952  
Sacramento CA 95812-2952

DOC # 2009-0247375  
05/15/2009 06:00A Fee:13.00  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



030  
13



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD

**RELEASE OF LIEN**

The Franchise Tax Board of the State of California hereby releases the lien imposed under Parts 10 or 11 of Division 2 of the Revenue and Taxation Code as evidenced by the following described certificate of tax, interest and penalties due:

Certificate Number : 07213352339  
Filed Against : EUGENE A SHROSBREE  
:  
: AKA: EUGENE ALLAN SHROSBREE  
: AKA: EUGENE SHROSBRE  
:

FTB Account Number : 1109199046  
Social Security Number (s) : XXX-XX-7834  
Corporate Number :  
FEIN :  
Filed With : RIVERSIDE  
Lien Recorded : 08/16/2007  
Document No./Book No. : 2007-0530199  
Page :

IN WITNESS WHEREOF, the Franchise Tax Board has duly authorized the undersigned to execute this Release in its name.

DATED: 05/06/09

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

Authorized facsimile signature.

FTB 2730 ARCS (REV 03-2008)

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO Box 2952  
Sacramento CA 95812-2952

DOC # 2009-0247376

05/15/2009 08:00A Fee:13.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD

030  
13



**RELEASE OF LIEN**

The Franchise Tax Board of the State of California hereby releases the lien imposed under Parts 10 or 11 of Division 2 of the Revenue and Taxation Code as evidenced by the following described certificate of tax, interest and penalties due:

Certificate Number : 07241655128  
Filed Against : EUGENE A SHROSBREE  
:  
:  
:  
:

FTB Account Number : 1109199046  
Social Security Number (s) : XXX-XX-7834  
Corporate Number :  
FEIN :  
Filed With : RIVERSIDE  
Lien Recorded : 09/06/2007  
Document No./Book No. : 2007-0568712  
Page :

IN WITNESS WHEREOF, the Franchise Tax Board has duly authorized the undersigned to execute this Release in its name.

DATED: 05/06/09

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

Authorized facsimile signature.

FTB 2730 ARCS (REV 03-2008)



Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
Po Box 2952  
Sacramento CA 95812-2952

DOC # 2009-0253547

05/20/2009 08:00A Fee:13.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD



### RELEASE OF LIEN

The Franchise Tax Board of the State of California hereby releases the lien imposed under Parts 10 or 11 of Division 2 of the Revenue and Taxation Code as evidenced by the following described certificate of tax, interest and penalties due:

Certificate Number : 04310954812  
 Filed Against : EUGENE A SHROSBREE  
 :  
 : DBA Eugene A. Shrosbrae

FTB Account Number : 1109199046  
 Social Security Number (s) : XXX-XX-7834  
 Corporate Number :  
 FEIN :  
 Filed With : RIVERSIDE  
 Lien Recorded : 12/06/2004  
 Document No./Book No. : 2004-0967424  
 Page :

IN WITNESS WHEREOF, the Franchise Tax Board has duly authorized the undersigned to execute this Release in its name.

DATED: 05/05/09

FRANCHISE TAX BOARD  
of the State of California

By:

Authorized facsimile signature.

Collection Bureau  
Telephone Number: (916) 845-4350

FTB 2730 M ARCS (REV 03-2008)



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 08-08670/CV08-02455/ CV08-02457 \_\_\_\_\_ PROPERTY SITUS: 28830 Lakeview Ave., Nuevo

A.P.N.: 307-190-023

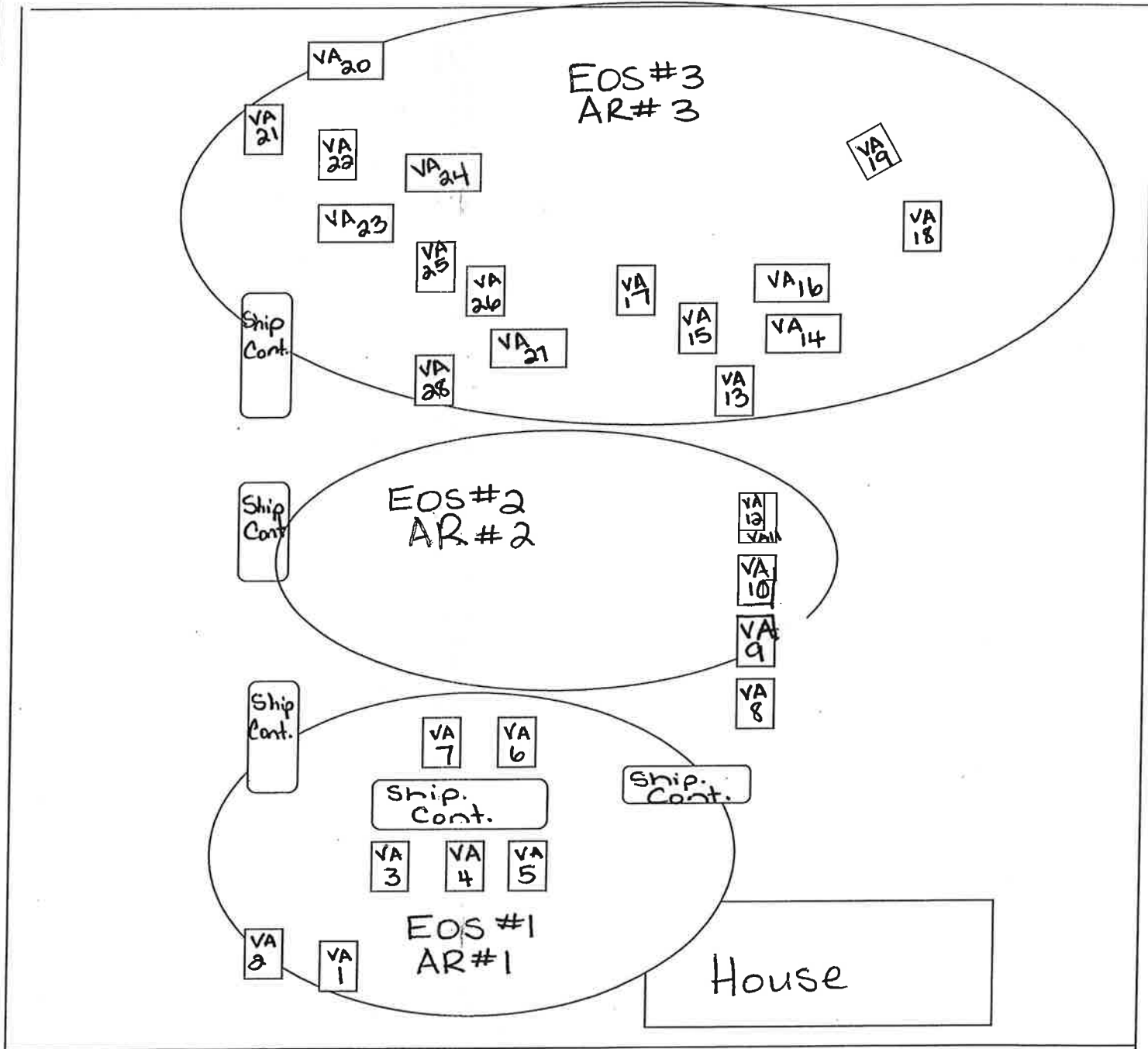
DATE: 10/10/08

DRAWN BY: MORRIS

Provide North Arrow

REAR PROPERTY LINE

S  
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P  
R  
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P  
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T  
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I  
N  
E



NOT TO SCALE

FRONT PROPERTY LINE

EXHIBIT NO. D



PHOTO # 1 DATE: 1/6/098 TIME: 09:00 HRS TAKEN BY: J. Morris

Accumulated Rubbish mixed with EOS



PHOTO # 2 DATE: 1/6/09 TIME: 09:00 HRS TAKEN BY: J. Morris

Accumulated Rubbish mixed with EOS

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-02455



PHOTO # 3 DATE: 1/6/09 TIME: 09:00 HRS TAKEN BY: J. Morris

Accumulated Rubbish mixed with EOS



PHOTO # 4 DATE: 1/6/09 TIME: 09:00 HRS TAKEN BY: J. Morris

Accumulated Rubbish mixed with EOS

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-02455



PHOTO # 5 DATE: 1/6/09 TIME: 09:00 HRS TAKEN BY: J. Morris

Accumulated Rubbish mixed with EOS



PHOTO # 6 DATE: 1/6/09 TIME: 09:00 HRS TAKEN BY: J. Morris

Accumulated Rubbish mixed with EOS

EXHIBIT NO. D4

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-02455



PHOTO # 7 DATE: 1/6/09 TIME: 09:00 HRS TAKEN BY: J. Morris

Accumulated Rubbish mixed with EOS



PHOTO # 8 DATE: 1/6/09 TIME: 09:00 HRS TAKEN BY: J. Morris

Accumulated Rubbish mixed with EOS

EXHIBIT NO. D5

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-02455



PHOTO # 9 DATE: 1/6/09 TIME: 09:00 HRS TAKEN BY: J. Morris

Accumulated Rubbish mixed with EOS



PHOTO # 10 DATE: 1/6/09 TIME: 09:00 HRS TAKEN BY: J. Morris

Accumulated Rubbish mixed with EOS

EXHIBIT NO. D6

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-02455



PHOTO # 1 DATE: 10/10/08 TIME: 10:30 HRS TAKEN BY: J. Morris  
EOS #1 and Shipping Container



PHOTO # 2 DATE: 10/10/08 TIME: 10:30 HRS TAKEN BY: J. Morris  
EOS#1

EXHIBIT NO. 57



PHOTOGRAPHIC EVIDENCE CASE NO. CV08-02455



PHOTO # 3 DATE: 10/10/08 TIME: 10:30 HRS TAKEN BY: J. Morris  
EOS#2 and Shipping Container in Background



PHOTO # 4 DATE: 10/10/08 TIME: 10:30 HRS TAKEN BY: J. Morris  
EOS#2 and Shipping Container

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-08670



PHOTO # 5 DATE: 10/10/08 TIME: 10:30 HRS TAKEN BY: J. Morris  
EOS#3



PHOTO # 6 DATE: 10/10/08 TIME: 10:30 HRS TAKEN BY: J. Morris  
EOS#3

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-02455



PHOTO # 7 DATE: 10/10/08 TIME: 10:30 HRS TAKEN BY: J. Morris  
EOS#3 and two shipping containers



PHOTO # 8 DATE: 10/10/08 TIME: 10:30 HRS TAKEN BY: J. Morris  
EOS#3

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-08670



PHOTO # 3 DATE: 10/10/08 TIME: 10:30 HRS TAKEN BY: J. Morris  
AR#2



PHOTO # 4 DATE: 10/10/08 TIME: 10:30 HRS TAKEN BY: J. Morris  
AR#2

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-08670



PHOTO # 5 DATE: 10/10/08 TIME: 10:30 HRS TAKEN BY: J. Morris  
AR#3



PHOTO # 6 DATE: 10/10/08 TIME: 10:30 HRS TAKEN BY: J. Morris  
AR#3

EXHIBIT NO. D2

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-08670



PHOTO # 7 DATE: 10/10/08 TIME: 10:30 HRS TAKEN BY: J. Morris  
AR#3



PHOTO # 8 DATE: 10/10/08 TIME: 10:30 HRS TAKEN BY: J. Morris  
AR#3

EXHIBIT NO. D13





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

John Boyd  
DIRECTOR

## AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV08-02455

I, **Jennifer Morris** , hereby declare:

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

County of Riverside  
Code Enforcement Department  
24318 Hemlock, C-1  
Moreno Valley, CA 92557

2. That on 10/10/08 at 11:15., I securely and conspicuously posted **Notice of Violation for RCC 17.32.010 (Unpermitted Land Use- Storage Yard and Shipping Containers x5 and Excessive Outside Storage)** at the property described as:

**Property Address:28830 Lakeview, Nuevo**

**Assessor's Parcel Number:307-190-023**

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

Executed on 10/10/08 at Moreno Valley, California.

**CODE ENFORCEMENT DEPARTMENT**

By: J. Morris  
**Jennifer Morris, Code Enforcement Officer**







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

John Boyd  
DIRECTOR

## AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV08-08670

I, **Jennifer Morris** , hereby declare:

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

County of Riverside  
Code Enforcement Department  
24318 Hemlock Ave., C-1  
Moreno Valley, CA 92557

2. That on 10/10/08 at 11:05 hrs., I securely and conspicuously posted **Notice of Violation for RCC 8.120.010 (Accumulated Rubbish)** at the property described as:

**Property Address:28830 Lakeview Ave., Nuevo**

**Assessor's Parcel Number:307-190-023**

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

Executed on 10/10/08 at Moreno Valley, California.

**CODE ENFORCEMENT DEPARTMENT**

By: J. Morris  
**Jennifer Morris, Code Enforcement Officer**



John Boyd  
DIRECTOR

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

COPY

## NOTICE OF VIOLATION

December 10, 2008

SEE ATTACHED NOTICE LIST

RE CASE NO.: CV08-08670

**NOTICE IS HEREBY GIVEN** that properties owned or controlled by you described as 28830 Lakeview Avenue, Nuevo California, Assessor's Parcel Number 307-190-023, are in violation of Riverside County Code Chapter 8.120 and constitutes a public nuisance. The subject properties are dangerous or injurious to the public because of the unauthorized accumulation of rubbish, trash and/or debris, specifically including but not limited to the following: VEGETATION WASTE, APPLIANCES, FURNITURE, HOUSEHOLD WASTE, ETC.

AS OWNER OF RECORD, you are required to abate the public nuisance by removal of all rubbish, trash, or debris from the subject properties within thirty (30) days of the date of this notice. ANY OTHER PARTY WITH INTEREST IN THE SUBJECT PROPERTY may thereafter abate the public nuisance within (15) days after expiration of the thirty (30) day period.

**NOTICE IS HEREBY GIVEN THAT YOUR FAILURE TO COMPLY TO THIS NOTICE WILL RESULT IN FURTHER CIVIL, CRIMINAL OR ADMINISTRATIVE PROCEEDINGS FOR THE ABATEMENT OF THE PUBLIC NUISANCE AND COULD RESULT IN THE IMPOSITION OF A LIEN ON THE SUBJECT PROPERTIES FOR COSTS, INCLUDING ATTORNEYS' FEES, RELATED TO THE ENFORCEMENT OF THE ORDINANCES AND ABATEMENT OF THE VIOLATIVE CONDITIONS. A "NOTICE OF NONCOMPLIANCE" HAS BEEN RECORDED AGAINST THE SUBJECT PROPERTIES.**

**PLEASE BE ADVISED** that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance number 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the property. Additionally, should Code Enforcement abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

**NOTICE IS ADDITIONALLY GIVEN** that in accordance with § § 17274 and 24426.5 of the Revenue and Tax Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

CODE ENFORCEMENT DEPARTMENT

  
\_\_\_\_\_  
Jennifer Morris, Code Enforcement Officer

NOV.10 – Code Enforcement 10.07

EXHIBIT NO. E5

**PROOF OF SERVICE BY MAIL**

**Case No: CV08-08670**

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 24318 Hemlock Ave., Suite C-1, Moreno Valley, CA 92557.

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

That on the 10th day of December, 2008 I served a copy of the papers to which this proof of service is attached, entitled:

**Notice of Violation (RCC 8.120.010)**

**Notice List**

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

SEE ATTACHED NOTICE LIST

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

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

Executed this 10th of December, 2008 at RIVERSIDE, CALIFORNIA.



Belinda Johnson, Code Enforcement Office Assistant III

Article #: 7008 1140 0005 0173 2726  
7008 1140 0005 0173 2733  
7008 1140 0005 0173 2740  
7008 1140 0005 0173 2757  
7008 1140 0005 0173 2764

**EXHIBIT NO.**   E4



John Boyd  
DIRECTOR

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

## NOTICE LIST / INTERESTED PARTIES

December 10, 2008

RE: Case No.: CV08-08670  
APN No.: 307-190-023  
Address: 28830 Lakeview Avenue, Nuevo, CA 92567-9137

1. Eugene Shrosbree  
28830 Lakeview Avenue  
Nuevo, CA 92567
2. Anna Tiffany Shrosbree  
28830 Lakeview Avenue  
Nuevo, CA 92567
3. Wells Fargo Bank  
2331 Zanker Road  
San Jose, CA 95131
4. Hubert A. Foutz  
Martha R. Foutz  
2707 Calle Loma Verde  
Riverside, CA 92503
5. Special Procedures Section  
P.O Box 2952  
Sacramento, CA 95812-2952



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# Track & Confirm

## Search Results

Label/Receipt Number: **7008 1140 0005 0173 2726**  
Status: **Delivered**

Your item was delivered at 11:41 am on December 11, 2008 in NUEVO, CA 92567. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

### Track & Confirm

Enter Label/Receipt Number.

Go >

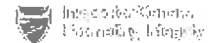
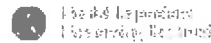
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7008 1140 0005 0173 2726

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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
To: Eugene Shrosbree	
Sent 28830 Lakeview Avenue	
Street or PO: Nuevo, CA 92567	
City: CV08-08670/JM	
PS Form 3800, August 2006	
See Reverse for Instructions	



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[FAQs](#)

# Track & Confirm

## Search Results

Label/Receipt Number: 7008 1140 0005 0173 2733  
Status: **Delivered**

Your item was delivered at 11:41 am on December 11, 2008 in NUEVO, CA 92567. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

### Track & Confirm

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Accessibility Features



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Privacy, Security, Integrity

7008 1140 0005 0173 2733

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<b>OFFICIAL USE</b>	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Post:	Anna Tiffany Shrosbree
Sent To	28830 Lakeview Avenue
Street, Apt or PO Box	Nuevo, CA 92567
City, State	CV08-08670/JM
PS Form 3800, August 2006	
See Reverse for Instructions	

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

RETURN RECEIPT REQUESTED  
 RETURN RECEIPT REQUESTED



7008 114D 0005 0173 274D



UNITED STATES POSTAGE  
 02 1A  
 0004632914  
 MAILED FROM ZIP CODE 92501  
 \$ 05.320  
 DEC 10 2008

CERTIFIED MAIL™



Moved-Left No Address  
 Insufficient Address  
 Forwarded-Not Forwardable  
 Forwarding order Expired  
 No street that known  
 Return to sender  
 No such place  
 No such person  
 Refused  
 Vacant

RETURN TO SENDER

Wells Fargo Bank  
 2331 Zanker Road  
 San Jose, CA 95131  
 CV08-08670/JM

REC'D DEC 15 2008

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

Postmark  
 Here

Sent to  
 Street or PO  
 City, State, ZIP+4®  
 Wells Fargo Bank  
 2331 Zanker Road  
 San Jose, CA 95131  
 CV08-08670/JM

PS Form 3800, August 2006

See Reverse for Instructions

0422 E4TD 5000 04TT 9002



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**OFFICIAL USE**

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


Postmark  
Here

Total Pct **Hubert A. Foutz**  
**Martha R. Foutz**  
**2707 Calle Loma Verde**  
**Riverside, CA 92503**  
**CV08-08670/JM**

*Sent To*  
*Street, Ap or PO Box*  
*City, State*

PS Form 3800, August 2006 See Reverse for Instructions

7008 1140 0005 0173 2757

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p> <p><b>Hubert A. Foutz</b>  <b>Martha R. Foutz</b>  <b>2707 Calle Loma Verde</b>  <b>Riverside, CA 92503</b>  <b>CV08-08670/JM</b></p>	<p>A. Signature  <input checked="" type="checkbox"/> <i>Martha Foutz</i> <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span>  <b>Martha R. Foutz</b> <span style="float: right;"><b>12-22-08</b></span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p> <div style="text-align: center;">  </div> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number  <i>(Transfer from service label)</i></p> <p style="text-align: center;">7008 1140 0005 0173 2757</p>	
<p>PS Form 3811, February 2004 <span style="float: right;">Domestic Return Receipt 102595-02-M-1540</span></p>	

**EXHIBIT NO. E11**

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

Postmark  
Here

Total  
 Sent To **Special Procedures Section**  
**P.O. Box 2952**  
 Street, or POE **Sacramento, CA 95812-2952**  
 City, St **CV08-08670/JM**

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
**Special Procedures Section**  
**P.O. Box 2952**  
**Sacramento, CA 95812-2952**  
**CV08-08670/JM**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
**X Ramon Brito**  Addressee

B. Received by (Printed Name) **Ramon Brito** Date of Delivery

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

REC'D DEC 19 2008  
 METRO  
 DEC 12 2008  
 95814  
 USPS

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) **7008 1140 0005 0173 2764**

EXHIBIT NO. E12



John Boyd  
DIRECTOR

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

COPY

---

## NOTICE OF VIOLATION

November 7, 2008

Eugene A. Shrosbree  
28830 Lakeview Avenue  
Nuevo, CA 92567

Re: Case No.: CV08-02455

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 28830 Lakeview Avenue, Nuevo, California, Assessor's Parcel Number 307-190-023, is in violation of Riverside County Code Section(s) (RCC 17.32.010), an Ordinance of the County of Riverside providing for land use planning and zoning regulations and related functions. **Such violation(s) are described as:**

1. Use without Riverside County Planning Department approval - storage yard.
2. Excessive outside storage.
3. Use without Riverside County Planning Department approval - shipping container (x5).

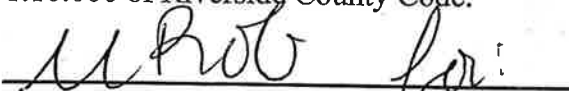
**YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of Riverside County Code by:**

1. Discontinue use. Riverside County Planning Department approval and completed conditions are necessary prior to conducting this use. Contact the Planning Department at 951-955-3200 for further information.
2. Remove or reduce all outside storage to 200 square feet or less.
3. Remove shipping container.

COMPLIANCE MUST BE COMPLETED BY December 07, 2008. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN that at the conclusion of this case you will receive a Summary of Administrative Costs associated with the processing of such violation(s), at an hourly rate of \$109.00 as determined by the Board of Supervisors.

You will have the right to object to these charges by filing a request for hearing with the Department of Code Enforcement within 10 days of service of the Summary of Administrative Costs, pursuant to section 1.16.080 of Riverside County Code.

  
Jennifer Morris, Code Enforcement Officer

**PROOF OF SERVICE BY MAIL**

**Case No: CV08-02455**

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 24318 Hemlock Ave., Suite C-1, Moreno Valley, CA 92557.

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

That on the 7th day of November, 2008 I served a copy of the papers to which this proof of service is attached, entitled:

**Notice of Violation (RCC 17.32.010)**

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

Eugene A. Shrosbree  
28830 Lakeview Avenue  
Nuevo, CA 92567

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

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

Executed this 7th of November, 2008 at RIVERSIDE, CALIFORNIA.



Melissa Robles, Code Enforcement Aide

Article #: 7008 1140 0002 8623 2480

**EXHIBIT NO.** EM

7008 1140 0002 8623 2480

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<b>OFFICIAL USE</b>	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Eugene A. Shrosbree 28830 Lakeview Avenue Nuevo, CA 92567 CV08-02455 / JM	
PS Form 3800, August 2006 See Reverse for Instructions	

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### Search Results

Label/Receipt Number: **7008 1140 0002 8623 2480**  
Status: **Delivered**

Your item was delivered at 1:05 pm on November 08, 2008 in NUEVO, CA 92567. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

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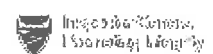
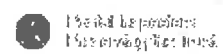
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Enter Label/Receipt Number.

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**EXHIBIT NO. E15**



John Boyd  
DIRECTOR

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

COPY

---

## NOTICE OF VIOLATION

December 10, 2008

SEE ATTACHED NOTICE LIST

Re: Case No.: CV08-02455

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 28830 Lakeview Avenue, Nuevo, California, Assessor's Parcel Number 307-190-023, is in violation of Riverside County Code Section(s) (RCC 17.32.010), an Ordinance of the County of Riverside providing for land use planning and zoning regulations and related functions. **Such violation(s) are described as:**

1. Excessive outside storage.
2. Use without Riverside County Planning Department approval - Business Storage Yard/ Shipping Container.

**YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of Riverside County Code by:**

1. Remove or reduce all outside storage to less than 200 square feet at the rear of the property.
2. Discontinue use. Riverside County Planning Department approval and completed conditions are necessary prior to conducting this use. Contact the Planning Department at 951-955-3200 for further information.

COMPLIANCE MUST BE COMPLETED BY January 10, 2009. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN that at the conclusion of this case you will receive a Summary of Administrative Costs associated with the processing of such violation(s), at an hourly rate of **\$109.00** as determined by the Board of Supervisors.

You will have the right to object to these charges by filing a request for hearing with the Department of Building and Safety within 10 days of service of the Summary of Administrative Costs, pursuant to section 1.16.080 of Riverside County Code.

\_\_\_\_\_  
Jennifer Morris, Code Enforcement Officer

**PROOF OF SERVICE BY MAIL**

**Case No: CV08-02455**

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 24318 Hemlock Ave., Suite C-1, Moreno Valley, CA 92557.

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

That on the 10th day of December, 2008 I served a copy of the papers to which this proof of service is attached, entitled:

**Notice of Violation (RCC 17.32.010)**

**Notice List**

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

SEE ATTACHED NOTICE LIST

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

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

Executed this 10th of December, 2008 at RIVERSIDE, CALIFORNIA.



Belinda Johnson, Code Enforcement Office Assistant III

Article #: 7008 1140 0005 0173 2771  
7008 1140 0005 0173 2788  
7008 1140 0005 0173 2795  
7008 1140 0005 0173 2801  
7008 1140 0005 0173 2818

**EXHIBIT NO. E17**



John Boyd  
DIRECTOR

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

## NOTICE LIST / INTERESTED PARTIES

December 10, 2008

RE: Case No.: CV08-02455  
APN No.: 307-190-023  
Address: 28830 Lakeview Avenue, Nuevo, CA 92567-9137

1. Eugene Shrosbree  
28830 Lakeview Avenue  
Nuevo, CA 92567
2. Anna Tiffany Shrosbree  
28830 Lakeview Avenue  
Nuevo, CA 92567
3. Wells Fargo Bank  
2331 Zanker Road  
San Jose, CA 95131
4. Hubert A. Foutz  
Martha R. Foutz  
2707 Calle Loma Verde  
Riverside, CA 92503
5. Special Procedures Section  
P.O Box 2952  
Sacramento, CA 95812-2952



7008 1140 0005 0173 2771

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<b>OFFICIAL USE</b>	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	Eugene Shosbree
Sent To	28830 Lakeview Avenue
Street, or PO	Nuevo, CA 92567
City, S	CV08-02455/JM
PS Form 3800, August 2006	
See Reverse for Instructions	

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## Track & Confirm

### Search Results

Label/Receipt Number: 7008 1140 0005 0173 2771

Status: **Delivered**

Your item was delivered at 11:41 am on December 11, 2008 in NUEVO, CA 92567. A proof of delivery record may be available through your local Post Office for a fee.

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Notice of Nondiscrimination



Integrity  
Statement of Principles

EXHIBIT NO. E19

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Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		Postmark Here
Restricted Delivery Fee (Endorsement Required)		
Total		

Sent: Anna Tiffany Shosbree  
 28830 Lakeview Avenue  
 Street or PO: Nuevo, CA 92567  
 City, State, ZIP+4: CV08-02455/JM

PS Form 3800, August 2006 See Reverse for Instructions

7008 1140 0005 0173 2788

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## Track & Confirm

### Search Results

Label/Receipt Number: **7008 1140 0005 0173 2788**  
 Status: **Delivered**

Your item was delivered at 11:41 am on December 11, 2008 in NUEVO, CA 92567. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

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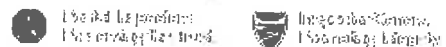


EXHIBIT NO. E20



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**OFFICIAL USE**

7008 1140 0005 0173 2801

Postage \$		Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total	Hubert A. Foutz	
Sent To	Martha R. Foutz	
Street or PO	2707 Calle Loma Verde	
City, State	Riverside, CA 92503	
	CV08-02455/JM	

PS Form 3800, August 2006

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Hubert A. Foutz  
 Martha R. Foutz  
 2707 Calle Loma Verde  
 Riverside, CA 92503

CV08-2455/JM **REC'D DEC 15 2008**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *Martha Foutz*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery

Delivery address different from Item 1?  Yes  No  
 If Yes, enter delivery address below:  Yes  No

3. Service type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number:  
 (Transfer from service label)

7008 1140 0005 0173 2801

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**U.S. Postal Service**  
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**OFFICIAL USE**

7008 1140 0005 0173 2818

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

Postmark  
Here

To  
**Special Procedures Section**  
**P.O. Box 2952**  
**Sacramento, CA 95812-2952**  
**CV08-02455/JM**

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
**Special Procedures Section**  
**P.O. Box 2952**  
**Sacramento, CA 95812-2952**  
**CV08-2455/JM**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature **Ramon Brito**  Agent  
 *Ramon Brito*  Addressee  
 B. Received by (Printed Name) C. Date of Delivery

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

**REC'D DEC 19 2008**  
**DEC 12 2008**  
 CA 95812

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) **7008 1140 0005 0173 2818**



John Boyd  
DIRECTOR

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

**COPY**

---

## NOTICE OF VIOLATION

November 7, 2008

Eugene A. Shrosbree  
28830 Lakeview Avenue  
Nuevo, CA 92567

RE CASE NO.: CV08-08670

**NOTICE IS HEREBY GIVEN** that properties owned or controlled by you described as 28830 Lakeview Avenue, Nuevo, California, Assessor's Parcel Number 307-190-023, are in violation of Riverside County Code Chapter 8.120 and constitutes a public nuisance. The subject properties are dangerous or injurious to the public because of the unauthorized accumulation of rubbish, trash and/or debris, specifically including but not limited to the following: VEGETATION WASTE, APPLIANCES, FURNITURE, HOUSEHOLD WASTE, ETC.

AS OWNER OF RECORD, you are required to abate the public nuisance by removal of all rubbish, trash, or debris from the subject properties within thirty (30) days of the date of this notice. ANY OTHER PARTY WITH INTEREST IN THE SUBJECT PROPERTY may thereafter abate the public nuisance within (15) days after expiration of the thirty (30) day period.

**NOTICE IS HEREBY GIVEN THAT YOUR FAILURE TO COMPLY TO THIS NOTICE WILL RESULT IN FURTHER CIVIL, CRIMINAL OR ADMINISTRATIVE PROCEEDINGS FOR THE ABATEMENT OF THE PUBLIC NUISANCE AND COULD RESULT IN THE IMPOSITION OF A LIEN ON THE SUBJECT PROPERTIES FOR COSTS, INCLUDING ATTORNEYS' FEES, RELATED TO THE ENFORCEMENT OF THE ORDINANCES AND ABATEMENT OF THE VIOLATIVE CONDITIONS. A "NOTICE OF NONCOMPLIANCE" HAS BEEN RECORDED AGAINST THE SUBJECT PROPERTIES.**

**PLEASE BE ADVISED** that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance number 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the property. Additionally, should Code Enforcement abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

**NOTICE IS ADDITIONALLY GIVEN** that in accordance with § § 17274 and 24426.5 of the Revenue and Tax Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

CODE ENFORCEMENT DEPARTMENT

Jennifer Morris, Code Enforcement Officer

NOV.10 – Code Enforcement 10.07

**EXHIBIT NO. E24**

**PROOF OF SERVICE BY MAIL**

**Case No: CV08-08670**

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 24318 Hemlock Ave., Suite C-1, Moreno Valley, CA 92557.

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

That on the 7th day of November, 2008 I served a copy of the papers to which this proof of service is attached, entitled:

**Notice of Violation (RCC 8.120.010)**

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

Eugene A. Shrosbree  
28830 Lakeview Avenue  
Nuevo, CA 92567

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

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

Executed this 7th of November, 2008 at RIVERSIDE, CALIFORNIA.



Melissa Robles, Code Enforcement Aide

Article #: 7008 1140 0002 8623 2497

**EXHIBIT NO. E25**



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## Search Results

Label/Receipt Number: 7008 1140 0002 8623 2497  
Status: **Delivered**

Your item was delivered at 1:05 pm on November 08, 2008 in NUEVO, CA 92567. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

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**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Eugene A. Shrosbree  
28830 Lakeview Avenue  
Nuevo, CA 92567  
CV08-08670 / JM

PS Form 3800, August 2006 See Reverse for Instructions



When recorded please mail to:

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

DOC # 2008-0618624

11/20/2008 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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NCHG CC						T:	CTY	UNI	053

⊕

M  
053

### NOTICE OF NONCOMPLIANCE

In the matter of the Property of  
Eugene A. Shrosbree

Case No.: CV08-02455  
CV08-02457

)

**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 17.32.010) described as Use without Riverside County Planning Department approval - storage yard, Excessive outside storage and Use without Riverside County Planning Department approval - shipping container (x5) & Riverside County Ordinance No. 520, (RCC Title 10.04.150) described as Vehicle Abatement (inoperative, dismantled, wrecked vehicles). Such Proceedings are based upon the noncompliance of such real property, located at 28830 Lakeview Avenue, Nuevo, CA, and more particularly described as Assessor's Parcel Number 307-190-023 and having a legal description of 2.29 ACRES M/L IN PAR 3 PM 027/068 PM 7860, Records of Riverside County, with the requirements of Ordinance No. 348 & 520 (RCC Title 17.32.010 & 10.04.150).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 24318 Hemlock Avenue, Suite C-1, Moreno Valley, California 92557, Attention Code Enforcement Officer Jennifer Morris 951-485-5840.

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

COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT

By Mary Overholt  
Mary Overholt  
Code Enforcement Department

### ACKNOWLEDGMENT

State of California )  
County of Riverside )

On 11/2/08 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Ana E. Carrillo  
Commission # 1767676      Comm. Expires Sep. 14, 2011

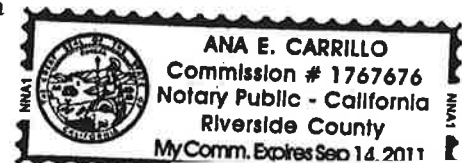


EXHIBIT NO. F

When recorded please mail to:

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

DOC # 2009-0013910  
01/12/2009 08:00A Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



059 M 059

**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of  
Eugene A. Shrosbree

)  
)

Case No. CV08-08670

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.541, (RCC Title 8.120.010) described as Accumulated Rubbish. Such Proceedings are based upon the noncompliance of such real property, located at 28830 Lakeview Avenue, Nuevo, CA, and more particularly described as Assessor's Parcel Number 307-190-023 and having a legal description of 2.29 ACRES M/L IN PAR 3 PM 027/068 PM 7860, Records of Riverside County, with the requirements of Ordinance No. 541 (RCC Title 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 Avenue, Suite C-1, Moreno Valley, California, Attention Code Enforcement Officer Jennifer Morris.

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

COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT

By Mary Overholt  
Mary Overholt  
Code Enforcement Department

**ACKNOWLEDGMENT**

State of California )  
County of Riverside )

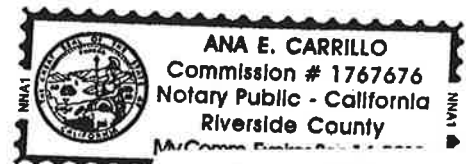
On 12/22/08 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Ana E. Carrillo

Commission # 1767676 Comm. Expires Sep. 14, 2011



**EXHIBIT NO.** F2

PAMELA J. WALLS  
County Counsel

Principal Deputy  
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL  
COUNTY OF RIVERSIDE

3535 TENTH STREET, SUITE 300  
RIVERSIDE, CA 92501-3674  
TELEPHONE: 951/955-6300  
FAX: 951/955-6322 & 955-6363



August 18, 2009

NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS  
AND ABATE PUBLIC NUISANCE

TO: Owners and Interested Parties  
(See Attached Proof of Service  
and Attached Notice List)

Case No.: CV08-08670  
APN: 307-190-023  
Property: 28830 Lakeview Avenue, Nuevo

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 541 (RCC Title 8) and 725 (RCC Title 1) to consider the abatement of the Accumulation of Rubbish located on the SUBJECT PROPERTY described as **28830 Lakeview Avenue, Nuevo, Riverside County, California**, and more particularly described as Assessor's Parcel Number 307-190-023.

YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by removing the Accumulation of Rubbish from the real property.

SAID HEARING will be held on **Tuesday, October 27, 2009, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1<sup>st</sup> Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance No. 725 (RCC Title 1), will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

**You are encouraged to contact Supervising Code Enforcement Officer Mary Overholt at (951) 485-5840 or the undersigned prior to the hearing. Please meet the undersigned and Ken King, Senior Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1<sup>st</sup> floor annex in front of the Clerk of the Board's Office to discuss the case.**

PAMELA J. WALLS  
Riverside County Counsel

  
\_\_\_\_\_  
JULIE AK JARVI  
Deputy County Counsel

EXHIBIT NO. 6



# NOTICE LIST

Subject Property: 28830 Lakeview Avenue, Nueveo  
Case Nos.: CV 08-8670 & CV 08-02455; APN: 307-190-023; District 5

**EUGENE A. SHROSBREE**  
**28830 LAKEVIEW AVE.**  
**NUEVO, CA 92567**

**HUBERT A. FOUTZ**  
**MARTHA R. FOUTZ**  
**2707 CALLE LOMA VERDE**  
**RIVERSIDE, CA 92503**

**MARTHA R. FOUTZ, TRUSTEE**  
**HUBERT A. & MARTHA R. FOUTZ LIVING TRUST**  
**2707 CALLE LOMA VERDE**  
**RIVERSIDE, CA 92503**

**WELLS FARGO BANK, N.A.**  
**2331 ZANKER ROAD**  
**SAN JOSE, CA 95131**

**SPECIAL PROCEDURES SECTION**  
**P. O. BOX 2952**  
**SACRAMENTO, CA 95812**

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>Print your name and address on the reverse so that we can return the card to you.</li><li>Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
1. Article Addressed to:  <p><b>SPECIAL PROCEDURES SECTION</b> <b>P.O. BOX 2952</b> <b>SACRAMENTO, CA. 95812</b> <b>CV08-8670 * CV08-02455 *ABT* (5) SHROSBREE</b></p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
2. Article Number (Transfer from service label)	7008 3230 0001 1373 2547

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO. 63

# NOTICE LIST

Subject Property: 28830 Lakeview Avenue, Nueveo  
 Case Nos.: CV 08-8670 & CV 08-02455; APN: 307-190-023; District 5

COMPLETE THIS SECTION ON DELIVERY

**A. Signature**  
 Agent  
 Addressee  
*Marta Foutz*

**B. Received by (Printed Name)**  
 Marta Foutz

**C. Date of Delivery**  
 8/20/09

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

SENDER: COMPLETE THIS SECTION

**1. Article Addressed to:**  
 MARTHA R. FOUTZ TRUSTEE  
 HUMBERT A. & MARTHA R. FOUTZ  
 LIVING TRUST  
 2707 CALLE LOMA VERDE  
 RIVERSIDE, CA. 92503  
 CV08-8670 \* CV08-02455 \* ABT\* (5) SHROSBREE

**3. Service Type**  
 Certified Mail  
 Registered  
 Insured Mail  
 Express Mail  
 Return Receipt for Merchandise  
 C.O.D.

**4. Restricted Delivery? (Extra Fee)**  Yes

7008 3230 0001 1373 2561

102595-02-M-1540

**2. Article Number**  
 (Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt

COUNTY COUNSEL  
 3535 TENTH ST. SUITE 300  
 RIVERSIDE CA. 92501



7008 3230 0001 1373 2554



WELLS FARGO BANK N.A.  
 2331 ZANKER ROAD  
 SAN JOSE, CA. 95131

NIXIE 951 4E 1 84 08/22/09  
 RETURN TO SENDER  
 NOT DELIVERABLE AS ADDRESSED  
 UNABLE TO FORWARD

9513191109 003E  
 92501095604  
 BC: 92501360495 \*0804-05512-10-09



EXHIBIT NO. 09

# NOTICE LIST

Subject Property: 28830 Lakeview Avenue, Nueveo  
Case Nos.: CV 08-8670 & CV 08-02455; APN: 307-190-023; District 5

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>1. Article Addressed to:</p> <p style="text-align: center;"><b>EUGENE A. SHROSBREE</b> 28830 LAKEVIEW AVE. NUEVO, CA. 92567 CV08-8670 * CV08-02455 * ABT* (5) SHROSBREE</p>	<p>A. Signature <i>Eugene Shrosbree</i> <input type="checkbox"/> Agent</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Addressee <i>Eugene Shrosbree</i> C. Date of Delivery <input type="checkbox"/></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label)</p> <p style="text-align: center;"><b>PS Form 3811, February 2004</b></p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7008 3230 0001 1373 2578</p> <p style="text-align: right;">102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>1. Article Addressed to:</p> <p style="text-align: center;"><b>HUMBERTO A. FOUTZ</b> <b>MARTHA R. FOUTZ</b> 2707 CALLE LOMA VERDE RIVERSIDE, CA. 92503 CV08-8670 * CV08-02455 * ABT* (5) SHROSBREE</p>	<p>A. Signature <i>Martha Foutz</i> <input type="checkbox"/> Agent</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Addressee <i>Martha Foutz</i> C. Date of Delivery <input type="checkbox"/> <i>8/20/09</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label)</p> <p style="text-align: center;"><b>PS Form 3811, February 2004</b></p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7008 3230 0001 1373 2578</p> <p style="text-align: right;">102595-02-M-1540</p>	

EXHIBIT NO. GS



John Boyd  
DIRECTOR

CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE

**AFFIDAVIT OF POSTING OF NOTICES**

**Case No.** CV08-08670

**I, Jennifer Morris, the undersigned, hereby declare:**

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

County of Riverside  
Code Enforcement Division  
24318 Hemlock Ave., Suite C-1  
Moreno Valley, CA 92557

2. That on 8/20/09 at 12:30 hrs. I securely and conspicuously posted Notice to Correct County Ordinance Violations and Abate Public Nuisance Hearing Notice at the property described as:

**Property Address: 28830 Lakeview Ave. Nuevo, CA**

**Assessor's Parcel Number: 307-190-023**

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

Executed on 8/20/09 at the District 5 Office in Moreno Valley, California.

**CODE ENFORCEMENT DEPARTMENT**

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

**Jennifer Morris, Code Enforcement Officer**

24318 Hemlock Ave., Suite C-1, Moreno Valley, CA 92557  
Phone: (951) 485-5840 \* Fax: (951) 485-4938

**EXHIBIT NO.** 34



**BOARD OF SUPERVISORS  
PUBLIC HEARING**

**April 20, 2010  
(Continued 9.7 of Oct. 27, 2009)**

**AGENDA ITEM NO. 9.8**

**Supplemental Documents**

**Abatement of Public Nuisance  
28830 Lakeview Avene, Nuevo  
Case No. CV 08-08670**

**DISTRICT 5**

2010 APR 20 11 53 AM

RECEIVED DISTRICT CLERK

2010 - 04 - 1000760

PAMELA J. WALLS  
County Counsel

Principal Deputy  
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL  
COUNTY OF RIVERSIDE

3535 TENTH STREET, SUITE 300  
RIVERSIDE, CA 92501-3674  
TELEPHONE: 951/955-6300  
FAX: 951/955-6322 & 955-6363



November 30, 2009

CONTINUATION  
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS  
AND ABATE PUBLIC NUISANCE

TO: Owners and Interested Parties  
(See Attached Notice List)

Case No.: CV08-08670  
APN: 307-190-023  
Property: 28830 Lakeview Avenue, Nuevo

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 541 (RCC Title 8) and 725 (RCC Title 1) to consider the abatement of the Accumulation of Rubbish located on the SUBJECT PROPERTY described as **28830 Lakeview Avenue, Nuevo, Riverside County, California**, and more particularly described as Assessor's Parcel Number 307-190-023.

YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by removing the Accumulation of Rubbish from the real property.

SAID HEARING that was held on Tuesday, October 27, 2009, at 9:30 a.m. in the Board of Supervisors Room, 4080 Lemon Street, 1<sup>st</sup> Floor Annex, Riverside, California **has been rescheduled to Tuesday, April 20, 2010 at 9:30 a.m.** at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to this department, will be presented to the Board of Supervisors, for consideration and deliberation in this matter.

Be on notice that in addition to costs that have already accrued for this case, costs associated therewith will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

You are encouraged to contact the Supervising Code Enforcement Officer Mary Overholt at (951) 485-5840 or the undersigned prior to the hearing. Please meet the undersigned or Brian Black, Supervising Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1<sup>st</sup> floor annex in front of the Clerk of the Board's Office to discuss the case.

PAMELA J. WALLS  
Riverside County Counsel

  
\_\_\_\_\_  
JULIE A. JARVI  
Deputy County Counsel

# NOTICE LIST

Subject Property: 28830 Lakeview Avenue, Nueveo  
Case Nos.: CV 08-8670 & CV 08-02455; APN: 307-190-023; District 5

**EUGENE A. SHROSBREE**  
**28830 LAKEVIEW AVE.**  
**NUEVO, CA 92567**

**HUBERT A. FOUTZ**  
**MARTHA R. FOUTZ**  
**2707 CALLE LOMA VERDE**  
**RIVERSIDE, CA 92503**

**MARTHA R. FOUTZ, TRUSTEE**  
**HUBERT A. & MARTHA R. FOUTZ LIVING TRUST**  
**2707 CALLE LOMA VERDE**  
**RIVERSIDE, CA 92503**

**WELLS FARGO BANK, N.A.**  
**2331 ZANKER ROAD**  
**SAN JOSE, CA 95131**

**SPECIAL PROCEDURES SECTION**  
**P. O. BOX 2952**  
**SACRAMENTO, CA 95812**

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<b>A. Signature</b> <b>X Ramon Brito</b> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to:	<b>B. Received by (Printed Name)</b> <b>Ramon Brito</b> <b>C. Date of Delivery</b>
<b>SPECIAL PROCEDURES SECTION</b> <b>P O BOX 2952</b> <b>SACRAMENTO, CA. 95812</b> <b>CV08-08670 *CV08-02455 ABT (5) SHROSBREE</b>	<b>D. Is delivery address different from item 1?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:
2. Article Number (Transfer from service label)	<b>3. Service Type</b> <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
PS Form 3811, February 2004	<b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes <b>7009 1680 0000 9032 1822</b> Domestic Return Receipt <span style="float: right;">102595-02-M-1540</span>

# NOTICE LIST

Subject Property: 28830 Lakeview Avenue, Nueveo  
 Case Nos.: CV 08-8670 & CV 08-02455; APN: 307-190-023; District 5

<p><b>SENDER: COMPLETE THIS SECTION</b></p> <ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p> <p><b>HUMBERT A. FOUTZ              MARTHA R. FOUTZ              2707 CALLE LOMA VERDE              RIVERSIDE, CA. 92503              CV08-08670 *CV08-02455 ABT (S) SHROSBREE</b></p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature  <input checked="" type="checkbox"/> <i>Martha R Foutz</i> <input type="checkbox"/> Agent</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Addressee  <i>Martha R Foutz</i> <input type="checkbox"/> Date of Delivery  <i>12/2/09</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes              If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number              (Transfer from service label)</p> <p>PS Form 3811, February 2004</p>	<p>7009 1680 0000 9032 184B</p> <p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>

<p><b>SENDER: COMPLETE THIS SECTION</b></p> <ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p> <p><b>EUGENE A. SHROSBREE              28830 LAKEVIEW AVE              NUEVO, CA. 92567              CV08-08670 *CV08-02455 ABT (S) SHROSBREE</b></p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature  <input checked="" type="checkbox"/> <i>Eugene A Shrosbree</i> <input type="checkbox"/> Agent</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Addressee</p> <p>C. Date of Delivery  <i>12-1-9</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes              If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number              (Transfer from service label)</p> <p>PS Form 3811, February 2004</p>	<p>7009 1680 0000 9032 1419</p> <p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>

# NOTICE LIST

Subject Property: 28830 Lakeview Avenue, Nueveo  
Case Nos.: CV 08-8670 & CV 08-02455; APN: 307-190-023; District 5

OFFICE OF COUNTY COUNSEL  
3960 ORANGE STREET, 5<sup>TH</sup> FLOOR  
RIVERSIDE, CA. 92501

Moved-Left No Address  
 Insufficient Address  
 Moved-Not Forwardable  
 Forwarding order Expired  
 Address Not Known

Returned  
 Vacant  
 No Service / Pt. 8  
 No Service / No

RETURN TO SENDWELLS FARGO BANK N.A.  
2331 ZANKER ROAD  
SAN JOSE, CA 95131

DTF



7009 1680 0000 9032 1839



UNITED STATES POSTAGE  
PITNEY BOWERS  
02 1P \$ 005.540  
0003958246 NOV 30 2009  
MAILED FROM ZIP CODE 92501

1 **PROOF OF SERVICE**

2 Case Nos. CVV08-08670

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

4 I, Yadira Oseguera, declare that I am a citizen of the United States and am employed in the County of  
5 Riverside, over the age of 18 years and not a party to the within action or proceeding; that my  
6 business address is 3535 Tenth Street, Suite 300, Riverside, California 92501-3674.

7 That on November 30, 2009 I served the following document(s):

8 **CONTINUED**  
9 **NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS**  
10 **AND ABATE PUBLIC NUISANCE**

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

12 **Owners or Interested Parties**  
13 **(see attached notice list)**

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

18 — **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices  
19 of the addressee(s).

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

22 — **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at**  
23 **whose direction the service was made.**

24 EXECUTED ON November 30, 2009 at Riverside, California.

25   
26 YADIRA OSEGUERA

27  
28



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**JOHN BOYD**  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

December 1, 2009

RE CASE NO: CV0808670

I, Edward Torres, hereby declare:

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

That on 12/01/2009 at 1420 hours, I securely and conspicuously posted Continuation Notice To Correct County Ordinance Violations and Abate Public Nuisance at the property described as:

**Property Address:** 28830 LAKEVIEW AVE, NUEVO

**Assessor's Parcel Number:** 307-190-023

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

Executed on December 1, 2009 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Edward Torres, Code Enforcement Officer II

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Martha Fouts

**Address:** 2707 Calle Loma Verde  
(only if follow-up mail response requested)

**City:** Riv. **Zip:** 92503

**Phone #:** 951-509-7970

**Date:** 10/27/09 **Agenda #** 9.7

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**  
 Support  Oppose  Neutral

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

Support  Oppose  Neutral

**I give my 3 minutes to:** \_\_\_\_\_