

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

424B



SUBMITTAL DATE:
June 30, 2010

FROM: County Counsel/TLMA
Code Enforcement Department

SUBJECT: Abatement of Public Nuisance [Grading Without a Permit]
Case No.: CV 05-2199 (SCHAFFER)
Subject Property: 61605 Highway 74, Mountain Center
APN: 577-070-008
District Three

RECOMMENDED MOTION: Move that:

- (1) The grading without permits on the real property located at 61605 Highway 74, Mountain Center, Riverside County, California, APN: 577-070-008, be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit grading of more than fifty (50) cubic yards without a grading permit.
- (2) A five (5) year hold on the issuance of building permits and land use approvals be placed on The Property.

L. Alexandra Fong
L. ALEXANDRA FONG, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

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

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

C.E.O. RECOMMENDATION: APPROVE

BY: *Tina Grande*
Tina Grande
County Executive Office Signature

Dept Recomm: Consent
Per Exec. Ofc.: Consent

Policy X

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: July 13, 2010
xc: Co. Co., CED Prop. Owner

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

Prev. Agn. Ref.: | District: 3 | Agenda Number:

9.1

- (3) Dennis Schafer, the owner of the subject real property or whoever has possession or control of the premises, be directed to restore the unpermitted grading so as to prevent offsite drainage and slope erosion within ninety (90) days.
- (4) If the owner or whoever has possession or control of the real property does not take the above described action within ninety (90) days of the date of the mailing and posting of the Board's Order to Abate, that representatives of the Code Enforcement Department are authorized to obtain the services of a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, to restore the property so as to prevent offsite drainage and slope erosion.
- (5) The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Ordinance No. 725.
- (6) Upon the restoration of the property, so as to prevent offsite drainage and slope erosion, and payment of all abatement costs assessed against the property the five (5) year hold on the issuance of building permits and land use approvals will be lifted.
- (7) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the grading without a permit on the real property is declared to be in violation of Riverside County Ordinance No. 457 and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An inspection was made of the subject property by the Code Enforcement Officer on July 6, 2005. The inspection revealed a road and pad that had been graded on the property in violation of Riverside County Ordinance No. 457 (RCC Title 15). The Officer estimated that approximately one thousand four hundred nineteen (1,419) cubic yards of dirt has been graded. A search of Riverside County records indicates that no permit for grading has been obtained. This creates a public and attractive nuisance.
2. Follow-up inspections on May 2, 2007, May 8, 2007, July 23, 2007, September 4, 2007, December 16, 2008, May 2, 2009, June 22, 2009, July 6, 2009, October 5, 2009, January 20, 2010, March 30, 2010, April 6, 2010 and June 19, 2010.
3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for grading without a permit.

**BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE**

1
2 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 05-2199
3 [GRADING WITHOUT PERMITS] APN: 577-)
4 070-008, 61605 HIGHWAY 74, MOUNTAIN) DECLARATION OF OFFICER
5 CENTER, COUNTY OF RIVERSIDE, STATE OF) JASON HEAGSTEDT
6 CALIFORNIA; DENNIS SCHAFER, OWNER.)
7) [R.C.O. Nos. 457 (RCC Title 15) and 725
8) (RCC Title 1) and Board of Supervisors Policy
9) F-6]

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

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

16 2. I am informed and believe and based thereon allege that on July 6, 2005, Officer Slocum
17 conducted an initial inspection of the real property described as 61605 Highway 74, Mountain Center,
18 Riverside County, California and further described as Assessor's Parcel Number 577-070-008
19 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map
20 indicating the location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein by
21 reference.

22 3. A review of County records and documents disclosed that THE PROPERTY is owned by
23 Dennis Schafer (hereinafter referred to as "OWNER"). A certified copy of the County Equalized
24 Assessment Roll for the year 2009-2010 and a copy of the County Geographic Information System
25 ("GIS") report is attached hereto and incorporated herein by reference as Exhibit "B."

26 4. Based upon the Lot Book Report issued by RZ Title Service on January 7, 2009 and
27 updated on March 31, 2010, it is determined that other parties potentially hold a legal interest in THE
28 PROPERTY, to-wit: Robert H. and Janice S. Fillion, Trustees of the Robert H. and Janice S. Fillion
Family Trust, Robert A. Dyson, Jr. and Lake Hemet Municipal Water District ("INTERESTED
PARTIES"). True and correct copies of the Lot Book Reports are attached hereto and incorporated
herein as Exhibit "C."

JUL 13 2010 9.1

1 5. I am informed and believe and based thereon allege that on July 26, 2005, Officer
2 Slocum drove to THE PROPERTY to conduct an initial inspection. Officer Slocum observed a road and
3 pad had been graded.

4 6. A search of County records revealed that a grading permit had not been obtained for the
5 grading on THE PROPERTY.

6 7. Officer Slocum determined that THE PROPERTY constituted a public nuisance in
7 violation of the provisions set forth in Riverside County Ordinance (“RCO”) No 457, Section 4,
8 Subdivision (J)(2), as codified in Riverside County Code (“RCC”) Title 15. He took photographs and
9 posted a Notice of Violation (RCO No. 457) to THE PROPERTY.

10 8. On July 27, 2005, a Notice of Violation for Unapproved Grading was sent to prior owner
11 Johnson Inv by certified mail, return receipt requested. The notice advised that the property owner was
12 required to provide complete restoration or remediation to THE PROPERTY affected by the unapproved
13 grading. The notice further advises that failure to bring THE PROPERTY into compliance will result in
14 criminal, administrative, or civil action being brought against the owner including penalties, restoration,
15 or remediation of the illegal grading by the County. In addition, the notice states RCO No. 457 allows
16 for the Department of Building & Safety to place a five year flag on the issuance of building permits and
17 land use approvals for property that has been graded without approval or permits.

18 9. I am informed and believe and based thereon allege that on May 2, 2007, May 8, 2007,
19 July 23, 2007 and September 4, 2007, Officer Eliseo conducted follow up inspections of THE
20 PROPERTY. During each inspection, THE PROPERTY was fenced, gated and locked. From the road
21 right of way, Officer Eliseo observed that the roadway was cut into the mountainside and bermed
22 underneath the road. THE PROPERTY remained in violation of RCO No. 457.

23 10. I am informed and believe and based thereon allege that on December 16, 2008, May 2,
24 2009, June 22, 2009 and July 6, 2009, Officer Ryder conducted follow up inspections of THE
25 PROPERTY. From the road right of way, Officer Ryder observed THE PROPERTY was fenced, gated
26 and locked and remained in violation of RCO No. 457.

27 11. On October 5, 2009, January 20, 2010, March 30, 2010 and April 6, 2010, I conducted
28 follow-up inspections of THE PROPERTY. I observed that THE PROPERTY remained unchanged. I

1 conducted a search for permits and found no permits had been acquired for the grading. During my
2 April 6, 2010 inspection, I entered the open, vacant lot and quantified the amount of dirt that had been
3 graded. Using the pacing method, I measured approximately one thousand four hundred nineteen
4 (1,419) cubic yards of dirt. THE PROPERTY remained in violation of RCO No. 457.

5 12. On November 21, 2007, January 28, 2009, May 19, 2009 and February 10, 2010, an
6 Illegal Grading Notification (Notice of Violation for Unapproved Grading) was mailed to OWNER and
7 INTERESTED PARTIES by certified mail, return receipt requested. The notice advised that the
8 property owner was required to provide complete restoration or remediation to THE PROPERTY
9 affected by the unapproved grading. The notice further advises that failure to bring THE PROPERTY
10 into compliance will result in criminal, administrative, or civil action being brought against the owner
11 including penalties, restoration, or remediation of the illegal grading by the County. In addition, the
12 notice states RCO No. 457 allows for the Department of Building & Safety to place a five year flag on
13 the issuance of building permits and land use approvals for property that has been graded without
14 approval or permits.

15 13. A site plan and photographs of the unapproved grading on THE PROPERTY are attached
16 hereto as Exhibit "D" and incorporated herein by reference.

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

19 15. Based upon my experience, knowledge and visual observations, it is my determination
20 that the conditions on THE PROPERTY are dangerous to the neighboring property owners and the
21 general public and is a public nuisance.

22 16. Based upon my experience, knowledge and visual observations, it is my determination
23 that the grading on THE PROPERTY is in excess of fifty (50) cubic yards and was done without a
24 permit and is therefore in violation of Riverside County Ordinance No. 457 (RCC Title 15). Under
25 Riverside County Ordinance No. 725 (RCC Chapter 1.16), any condition caused, maintained or
26 permitted to exist in violation of any of the provisions of county land use ordinances, including
27 Riverside County Ordinance No. 457, is declared unlawful and a public nuisance that may be abated
28 consistent with the procedures provided for in Riverside County Ordinance No. 725, or in any other

1 manner provided by law.

2 17. A Notice of Non-Compliance was recorded in the Office of the County Recorder, County
3 of Riverside, State of California, on July 10, 2007, as Instrument Number 2007-0446770, a true and
4 correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F".

5 18. A review of County records revealed no application for an assessment permit or grading
6 permit on file for THE PROPERTY.

7 19. A subsequent inspection on June 19, 2010 revealed that THE PROPERTY remained in
8 violation of RCO Nos. 457 (RCC Title 15) due to the grading without permits.

9 20. On June 16, 2010, the second notice – "Notice to Correct County Ordinance Violations
10 and Abate Public Nuisance" providing notification of the Board of Supervisors' hearing scheduled for
11 July 13, 2010, as required by Riverside County Ordinance No. 725, was mailed to OWNER and
12 INTERESTED PARTIES by certified mail, return receipt requested and on June 19, 2010 was posted on
13 THE PROPERTY. True and correct copies of the notice, returned receipt cards, together with the proof
14 of service, and the affidavit of posting of notices are attached hereto as Exhibit "G" and incorporated
15 herein by reference.

16 21. The complete restoration or remediation of THE PROPERTY affected by the unapproved
17 grading is required to bring THE PROPERTY into compliance with RCO No. 457 (RCC Title 15).

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

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

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

23 (c) the OWNER or whoever has possession or control of THE PROPERTY be
24 required to restore the unpermitted grading on THE PROPERTY so as to prevent offsite drainage and
25 slope erosion in accordance with the provisions of all applicable County ordinances, including but not
26 limited to RCO No. 457 (RCC Title 15) within ninety days of the Board's Order to Abate Nuisance;

27 (d) that if THE PROPERTY is not restored so as to prevent offsite drainage and slope
28 erosion within ninety days of the Board's Order to Abate Nuisance, the County will retain a county


1 approved contractor to reclaim THE PROPERTY so as to prevent offsite drainage and slope erosion;

2 (e) that upon restoration of THE PROPERTY, so as to prevent offsite drainage and
3 slope erosion, and payment of all abatement costs, the five year hold on the issuance of building permits
4 and land use approvals will be released; and

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

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

11 Executed this 22nd day of JUNE, 2010 at MURRIETA, California.

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13 
14 JASON HEAGSTEDT
15 Code Enforcement Officer
16 Code Enforcement Department
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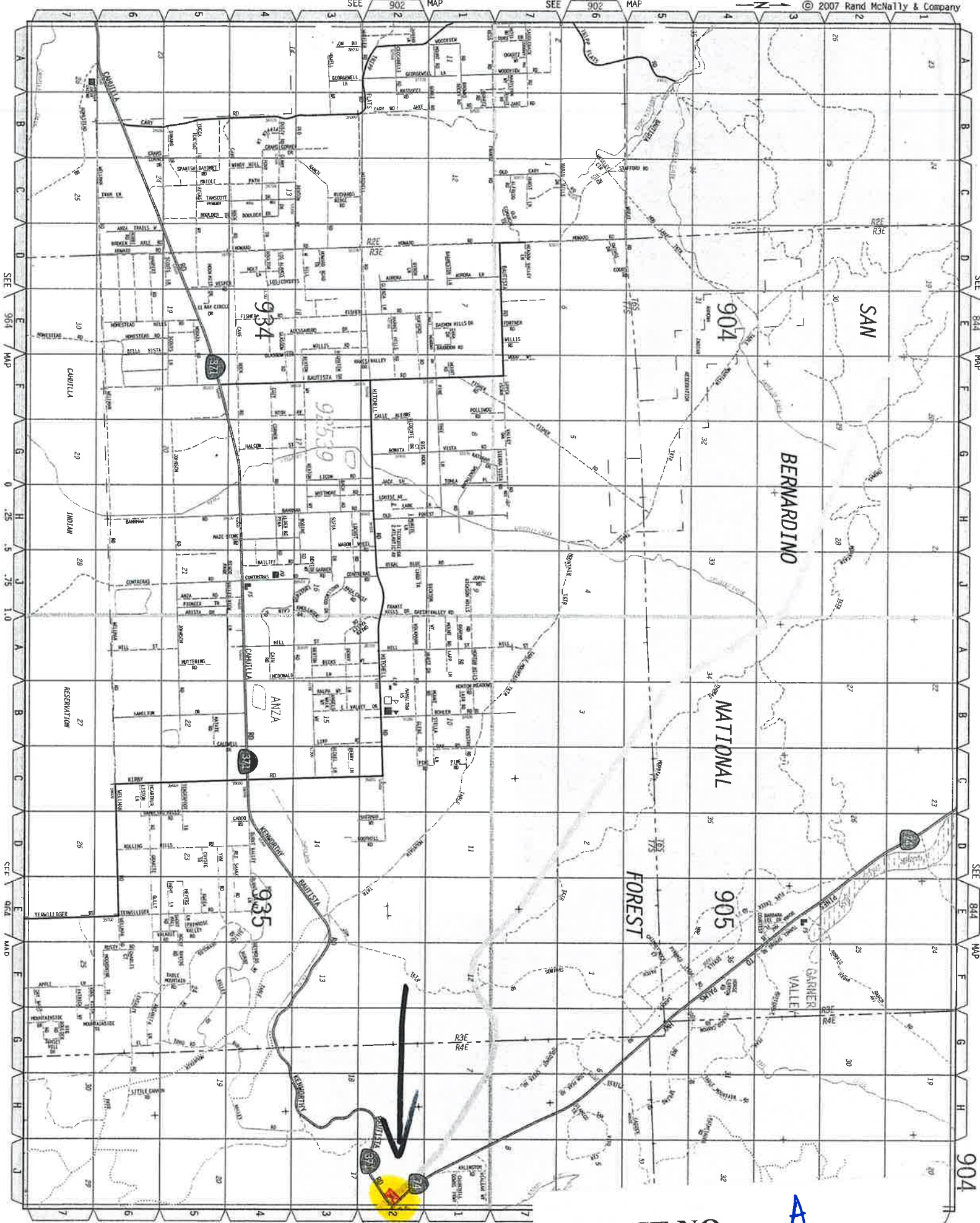


EXHIBIT NO.

A

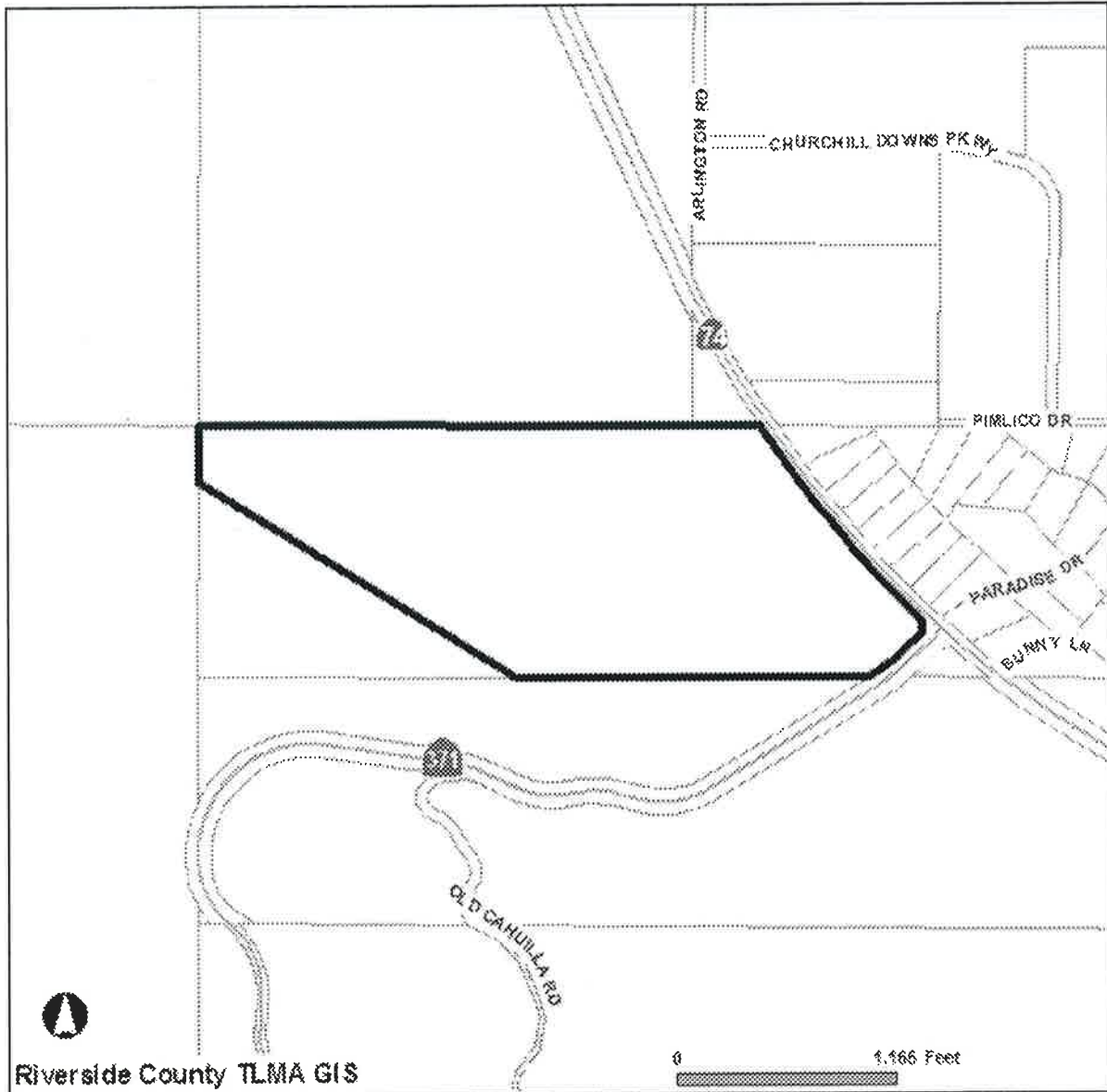
Assessment Roll For the 2009-2010 Tax Year as of January 1,2009

Assessment #577070008-0		Parcel # 577070008-0	
Assessee:	SCHAFFER DENNIS	Land	419,985
Mail Address:	206 S STELLAR PKY	Full Value	419,985
City, State Zip:	CHANDLER AZ 85226	Total Net	419,985
Real Property Use Code:	AY		
Base Year	2008		
Conveyance Number:	0736949		
Conveyance (mm/yy):	12/2007		
PUI:	Y030000		
TRA:	71-067		
Taxability Code:	0-00		
ID Data:	SEE ASSESSOR MAPS		

View Parcel Map

EXHIBIT NO. B

RIVERSIDE COUNTY GIS



Selected parcel(s):
577-070-008

IMPORTANT

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

STANDARD REPORT

APNs

577-070-008-0

OWNER NAME / ADDRESS

DENNIS SCHAFER
ADDRESS NOT AVAILABLE

MAILING ADDRESS

(SEE OWNER)
206 S STELLAR PKY
CHANDLER AZ. 85226

EXHIBIT NO. _____

B²

LEGAL DESCRIPTION

LEGAL DESCRIPTION IS NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 82.35 ACRES

PROPERTY CHARACTERISTICS

NO PROPERTY DESCRIPTION AVAILABLE

THOMAS BROS. MAPS PAGE/GRID

PAGE: 935 GRID: H2

CITY BOUNDARY/SPHERE

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

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT (ORD. 813)

JEFF STONE, DISTRICT 3

TOWNSHIP/RANGE

T7SR4E SEC 17

ELEVATION RANGE

4776/5072 FEET

PREVIOUS APN

NO DATA AVAILABLE

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
RM

AREA PLAN (RCIP)

REMAP

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

R-A-20

ZONING DISTRICTS AND ZONING AREAS

ANZA AREA

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS

NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS

NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES
NOT IN AN AIRPORT COMPATIBILITY ZONE

ENVIRONMENTAL

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

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

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

WRMSHCP CELL NUMBER
NOT IN A CELL

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

VEGETATION (2005)
Chaparral
Desert Scrub
Developed/Disturbed Land
Montane Coniferous Forest

FIRE

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

FIRE RESPONSIBILITY AREA
STATE RESPONSIBILITY AREA

DEVELOPMENT FEES

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

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

ROAD & BRIDGE DISTRICT
NOT IN A DISTRICT

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

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)
NOT WITHIN THE WESTERN TUMF FEE AREA

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)
REMAP

SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)
NOT WITHIN AN SKR FEE AREA.

DEVELOPMENT AGREEMENTS
NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

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

ROAD BOOK PAGE

195A

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

HYDROLOGY

FLOOD PLAIN REVIEW
NOT REQUIRED.**WATER DISTRICT**
DATA NOT AVAILABLE**FLOOD CONTROL DISTRICT**
RIVERSIDE COUNTY FLOOD CONTROL DISTRICT**WATERSHED**
SAN JACINTO VALLEY
SANTA MARGARITA

GEOLOGIC

FAULT ZONE
SAN JACINTO FAULT ZONE
CONTACT THE COUNTY'S CHIEF ENGINEERING GEOLOGIST AT (951)955-6863.**FAULTS**
WITHIN A 1/2 MILE OF
SAN JACINTO FAULT
SAN JACINTO FAULTS
THOMAS MOUNTAIN FAULT
CONTACT THE COUNTY'S CHIEF ENGINEERING GEOLOGIST AT (951)955-6863.**LIQUEFACTION POTENTIAL**
MODERATE**SUBSIDENCE**
SUSCEPTIBLE**PALEONTOLOGICAL SENSITIVITY**
HIGH SENSITIVITY (HIGH A).
BASED ON GEOLOGIC FORMATIONS OR MAPPABLE ROCK UNITS THAT ARE ROCKS THAT CONTAIN FOSSILIZED BODY ELEMENTS, AND
TRACE FOSSILS SUCH AS TRACKS, NESTS AND EGGS. THESE FOSSILS OCCUR ON OR BELOW THE SURFACE.

LOW POTENTIAL.
FOLLOWING A LITERATURE SEARCH, RECORDS CHECK AND A FIELD SURVEY, AREAS MAY BE DETERMINED BY A QUALIFIED
VERTEBRATE PALEONTOLOGIST AS HAVING LOW POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES SUBJECT
TO ADVERSE IMPACTS.

MISCELLANEOUS

SCHOOL DISTRICT
HEMET UNIFIED**COMMUNITIES**
PINE MEADOWS**COUNTY SERVICE AREA**
NOT IN A COUNTY SERVICE AREA.**LIGHTING (ORD. 655)**
ZONE B, 21.00 MILES FROM MT. PALOMAR OBSERVATORY**2000 CENSUS TRACT**
044402**FARMLAND**

NOT MAPPED

TAX RATE AREAS

071-067

- CITRUS PEST CONTROL 2
- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- CSA 153
- ELS MURRIETA ANZA RESOURCE CONS
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 7
- GENERAL
- GENERAL PURPOSE
- HEMET UNIFIED SCHOOL
- MT SAN JACINTO JUNIOR COLLEGE
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- VALLEY HEALTH SYSTEM HOSP DIST

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV052199	ABATEMENT	Jun. 28, 2005

REPORT PRINTED ON...Tue May 11 15:35:38 2010
Version 100412



INVOICE

Order Number: 21413	Order Date: 3/31/2010
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Customer Information:

Acct No. 1044

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

Attn: Brent Steele
REF: CV05-2199 / Anna Vasquez
IN RE: SCHAFFER, DENNIS

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

Payment due upon receipt. Please remit to:

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

EXHIBIT NO. C



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: CV05-2199 / Anna Vasquez
 IN RE: SCHAFER, DENNIS

Order Number: **21413**

Order Date: 3/31/2010
 Dated as of: 3/25/2010

County Name: Riverside

FEE(s):
 Report: \$57.00

Property Address: Vacant Land

CA

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

All exceptions are as follows:

Assessor's Parcel No. : 577-070-008-0

Assessments:	Land Value:	\$419,985.00
	Improvement Value:	\$0.00
	Exemption Value:	\$0.00
	Total Value:	\$419,985.00

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$2,298.91
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2010)
Second Installment	\$2,298.91
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2010)

NO OTHER EXCEPTIONS



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

Lot Book Report

Order Number: **18585**

Customer:

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

Order Date: 1/7/2009
 Dated as of: 1/6/2009
 County Name: Riverside

Attn: Brent Steele
 Reference: CV05-2199/Liz Ross
 IN RE: SCHAFFER, DENNIS S.

FEE(s):
 Report: \$120.00

Property Address: Vacant Land

CA

Assessor's Parcel No. : 577-070-008-0

Assessments:

Land Value:	\$411,750.00
Improvement Value:	\$0.00
Exemption Value:	\$0.00
Total Value:	\$411,750.00

Tax Information

Property Taxes for the Fiscal Year	2008-2009
First Installment	\$2,284.45
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2009)
Second Installment	\$2,284.45
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2009)



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

Order Number: 18585

Reference: CV05-2199/Liz Ro

Property Vesting

The last recorded document transferring title of said property

Dated	11/28/2007
Recorded	12/10/2007
Document No.	2007-0736949
D.T.T.	\$0.00
Grantor	Robert A. Dyson, Jr., a married man as his sole and separate property
Grantee	Dennis Schafer, an unmarried man

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	08/24/2006
Recorded	08/25/2006
Document No.	2006-0632126
Amount	\$500,000.00
Trustor	Robert A. Dyson, Jr.
Trustee	Southland Title Insurance Company
Beneficiary	Robert H. and Janice S. Fillion, Trustees of the Robert H. and Janice S. Fillion Family Trust

Position No.	2nd
A Deed of Trust Dated	05/25/2007
Recorded	05/30/2007
Document No.	2007-0352767
Amount	\$200,000.00
Trustor	Robert A. Dyson Jr., a married man as his sole and separate property
Trustee	Southland Title, a California Corporation
Beneficiary	Dennis Schafer, an unmarried man



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

Order Number: 18585

Reference: CV05-2199/Liz Ro

Additional Information

Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Robert A. Dyson
Case No.	CV05-2199
Recorded	07/10/2007
Document No.	2007-0446770
A Notice of Lien Recorded	08/01/2008
Document No.	2008-0423926
Amount	\$220.00
Owner	Robert Dyson and Dyson Development
Claimant	Lake Hemet Municipal Water District

Legal Description

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

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING SOUTHWEST OF THE SOUTHERLY LINE OF THE PALMS TO PINES HIGHWAY, AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED JUNE 2, 1931 IN BOOK 2, PAGE 371 OF OFFICIAL RECORDS, AND AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 38, PAGE 17, RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND LYING NORTHWEST OF THE NORTHWEST LINE OF THAT CERTAIN PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 1, 1952 AS INSTRUMENT NO. 13897, OFFICIAL RECORDS, AS SHOWN AS CAHUILLA ROAD ON RECORD OF SURVEY ON FILE IN BOOK 28, PAGE 17 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

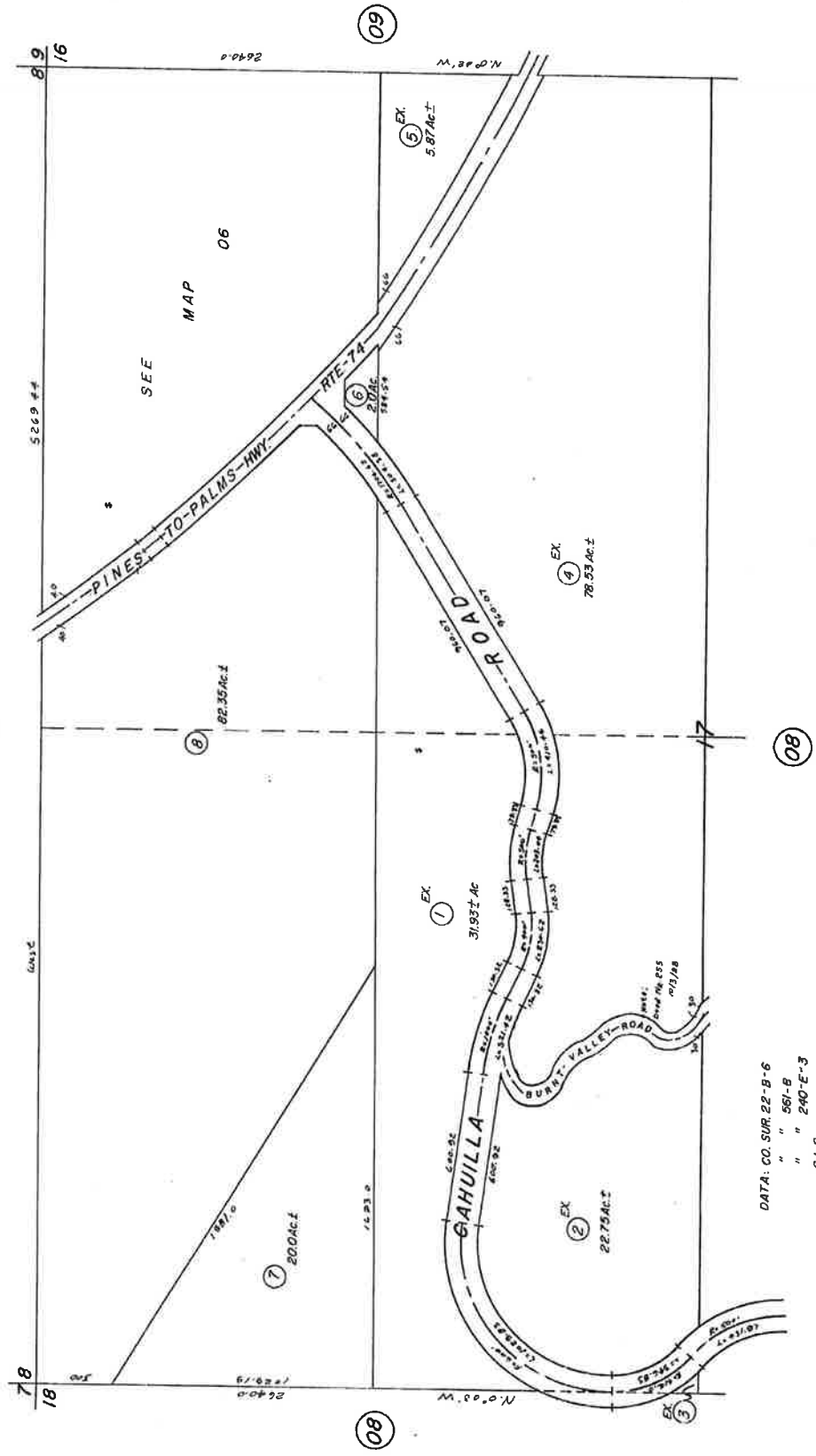
BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION, 300.00 FEET SOUTH FROM THE NORTHWEST COMER THEREOF, THENCE SOUTH ON THE WEST LINE OF SECTION 17, 1,029.19 FEET TO THE SOUTHWEST COMER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE EAST ON THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION, 1,693.00 FEET; THENCE NORTHWESTERLY, 1,1981.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

23-39-4

577-07

T.C.A. 7167

N. 1/2 SEC. 17 T. 7 S., R. 4 E.



DATE	CLERK	NEW No.

DATA: CO. SUR 22-B-6
 " " 561-B
 " " 240-E-3
 G.L.O.

DOC # 2007-0736949

12/10/2007 08:00A Fee: 10.00

Page 1 of 2

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



AFTER RECORDING, RETURN TO:

DENNIS J. SCHAFER
206 S. STELLAR PKWY.
CHANDLER, AZ
85226

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			2						3
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 810

The undersigned declares that the Transfer Tax is 0 computed upon the consideration

13

C
810

QUITCLAIM DEED

FOR NO CONSIDERATION, Robert A. Dyson, Jr., a married man as his sole and separate property, does hereby Remise, Release and Forever Quitclaim to Dennis Schafer, an unmarried man, the following described real property, in the County of Riverside, State of California:

That portion of the North half of the North half of Section 17, Township 7 South, Range 4 East, San Bernardino Meridian, according to the Official Plat thereof, lying Southwest of the Southerly line of the Palms to Pines Highway, as conveyed to the County of Riverside, by Deed recorded June 2, 1931 in Book 2, Page 371 of Official Records, and as shown on Record of Survey on file in Book 38, Page 17, Records of Survey, Records of Riverside County, California, and lying Northwest of the Northwest line of that certain Parcel conveyed to the County of Riverside by Deed recorded April 1, 1952 as instrument No. 13897, Official Records, as shown as Cahuilla Road on Record of Survey on file in Book 28, Page 17 of Records of Survey, Records of Riverside County, California.

Except that portion described as follows:

Beginning at a point on the West line of said Section, 300.00 feet South from the Northwest corner thereof; Thence South on the West line of Section 17, 1,029.19 feet to the Southwest corner of the North half of the Northwest quarter of said Section; Thence East on the South line of said North half of the Northwest quarter of said Section, 1,693.00 feet; Thence Northwesterly, 1,198.00 feet, more or less, to the point of beginning.

A.P.N.: 577-070-008-0

Dated: November 20, 2007

Robert A. Dyson, Jr.

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On this 28th day of November, 2007, before me, Amanda Walker,
a Notary Public in and for said County and State, personally appeared **Robert A. Dyson,
Jr.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to the within instrument and acknowledged to me
that he executed the same in his authorized capacity and that by his signature on the
instrument the person or the entity upon behalf of which the person acted, executed the
instrument.

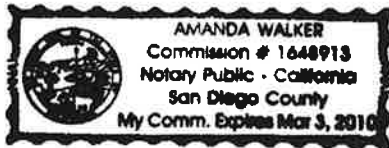
WITNESS my hand and official seal.

NOTARIAL SEAL


NOTARY PUBLIC

My Commission Expires:

MARCH 3, 2010.



2687-8736949 2
12/18/2007 09:00A
2 of 2

2

Public Record

RECORDING REQUESTED BY:

SOUTHLAND TITLE CORPORATION

AND WHEN RECORDED MAIL TO:
ROBERT H. AND JANICE S. FILLION
200 HARBOR CLUB, UNIT 2302
SAN DIEGO, CA 92101

DOC # 2006-0632126

08/25/2006 08:00A Fee:54.00

Page 1 of 16

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
9			110		1				
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXEM

DEED OF TRUST

54

T
024

Title of Document

06622990

This page is added to provide adequate space for recording information.

DEED OF TRUST

With Assignment of Rents

THIS DEED OF TRUST, is made this 24th day of August 2006, by and between Robert A. Dyson, Jr., as trustor ("Trustor"), Southland Title Insurance Company ("Trustee"), and Robert H. and Janice S. Fillion, Trustees of the Robert H. and Janice S. Fillion Family Trust, as beneficiary ("Beneficiary").

RECITALS

A. For value received, the Trustor has executed and delivered to Beneficiary a promissory note secured by deed of trust (the "Note"), evidencing a loan in the amount of Five Hundred Thousand Dollars (\$500,000) (the "Loan") of even date herewith and payable to Beneficiary, and the Trustor has agreed to execute and deliver to Beneficiary a Deed of Trust respecting the Property (as hereinafter defined), as security for the payment of said Note and any and all extensions, substitutions, replacements, rearrangements, modifications and/or renewals thereof.

B. All capitalized terms used herein unless otherwise defined, shall have the respective meaning specified in the Note or in this Deed of Trust.

AGREEMENT

1. **GRANT.** The Trustor, in consideration of the loan, and in order to secure repayment of (i) all indebtedness evidenced by the Note with interest, according to its terms, and (ii) payment of taxes and assessments, does hereby irrevocably grant, transfer, assign and pledge to Trustee in trust, with power of sale and right of entry and possession as provided below, all of its present and future estate, right, title and interest in and to the following described Property (collectively the "Security"):

a. All of the Trustor's right, title and interest in the land described in Exhibit A, attached hereto, and incorporated herein by reference (the "Property"); and

b. All present and future structures, buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all fixtures, including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, laundry equipment, steam and hot-water boilers, stoves, ranges, elevators and motors, bath tubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, cabinets, refrigerating plant and refrigerators, whether mechanical

or otherwise, cooking apparatus and appurtenances, and all shades, awnings, screens, blinds and other furnishings, it being hereby agreed that all such fixtures and furnishings shall to the extent permitted by law be deemed to be permanently affixed to and a part of the realty; and

c. All appurtenances of the Property and all rights of the Trustor in and to any streets, roads or public places, easements or rights of way, relating to the Property, and

d. All 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; and

e. All building materials and equipment now or hereafter delivered to said premises and intended to be installed therein; and

f. All proceeds, including insurance proceeds, and claims arising on account of any damage to or taking of the Security and all causes of action and recoveries for any loss or diminution in value of the Property; the Trustor also grants to Beneficiary a security interest in:

(1) All general intangibles relating to the development or use of the Property, including, but not limited to, all governmental permits relating to construction on the Property, all names under or by which the Property or any of the improvements may at any time be operated or known and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Property, and the proceeds, including insurance proceeds, of all of the foregoing; and

(2) All plans and specifications prepared for construction of improvements on the Property and all studies, data and drawings related thereto; and also all contracts and agreements of the Trustor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings or to the construction of improvements on the Property, and the proceeds, including insurance proceeds, of all of the foregoing; and

2. OBLIGATIONS SECURED. The Trustor makes this grant for the purpose of securing the following obligations:

A. Repayment of the indebtedness of the Trustor to Beneficiary of the Loan, in accordance with the terms of the Note or as much as has been disbursed to the Trustor under the Note, along with any extensions, amendments, modifications, or renewals to the Note; and

B. Payment of any sums advanced by Beneficiary to protect the security and priority of this Deed of Trust; and

C. Payment of any sums advanced by Beneficiary following a breach of the Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein; and

D. Performance of every obligation, covenant or agreement of the Trustor contained in this Deed of Trust, and the Note, including all modifications, extensions and renewals of these obligations; and

E. Performance of any other obligation or repayment of any other indebtedness of the Trustor to Beneficiary, whether or not such evidence of obligation or indebtedness specifically recites that it is secured by this Deed of Trust.

3. ASSIGNMENT OF RENTS AND RIGHT TO POSSESSION. As additional security, the Trustor hereby assigns to Beneficiary: (a) all of the rents, revenues, profits, and income from the Security, any deposits now or hereafter in the Trustor's possession which have been collected with respect to the Security, and any reserve or capital funds now or hereafter held by the Trustor with respect to construction or operation of the Security (collectively, the "Rents"); and (b) the right to enter, take possession of, and manage the Security; provided however that the Trustor shall have, before an Event of Default, the exclusive right to possess the Security and to collect Rents and use them in accordance with the Note and this Deed of Trust. This assignment is intended to be an absolute and present transfer of the Trustor's interest in existing and future Rents, effective as of the date of this Deed of Trust.

4. ENFORCEMENT. Upon the happening of an Event of Default which is not cured within the cure period as set forth in the Note and this Deed of Trust and written notice to the Trustor, Beneficiary may, in addition to other rights and remedies permitted by the Note or this Deed of Trust, or applicable law, (a) enter upon, take possession of, and manage the Security, either in person as a mortgagee-in-possession, by agent, or by a receiver appointed by a court, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Security, (b) collect all Rents, including those past due and unpaid, and apply the same to pay for the costs and expenses of operation of the Security, including attorneys' fees, and pay off any indebtedness secured by this Deed of Trust, all in such order as Beneficiary may determine, and/or (c) enter upon and take possession of the Security, and complete construction of any improvements on the Security as provided for in the approved Plans and Specifications or any modifications to the approved Plans and Specifications or the Property that Beneficiary in its sole discretion believes is appropriate. Beneficiary may make, cancel, enforce, and modify leases and rental agreements, obtain and evict tenants, set and modify rent terms, sue for rents due, enter into, modify, or terminate any contracts or agreements, or take any legal action, as it deems necessary with respect to the Rents or to development or operation of the Security.

5. APPOINTMENT OF A RECEIVER. In any action to enforce this assignment, Beneficiary may apply for the appointment of a receiver to take possession of the Security and take whatever measures are necessary to preserve and manage the Security for the benefit of Beneficiary and the public interest. The Trustor hereby consents to the appointment of

a receiver. The receiver shall have all of the authority over the Security that Beneficiary would have if Beneficiary took possession of the Security under this assignment as a mortgagee-in-possession, including the right to collect and apply Rents and the right to complete construction of improvements.

6. **NO WAIVER OF POWER OF SALE.** The entering upon and taking possession of the Security and the collection of Rents shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or notice of default and, notwithstanding the continuance in possession of the Security or the collection and application of Rents, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon occurrence of any Event of Default, including the right to exercise the power of sale.

COMMERCIAL CODE SECURITY AGREEMENT

7. **GRANT.** This Deed of Trust is intended to be a security agreement and financing statement pursuant to the California Commercial Code for any of the items specified above as part of the Security which under applicable law may be subject to a security interest pursuant to the Commercial Code, and the Trustor hereby grants Beneficiary a security interest in said items. Beneficiary may file a copy of this Deed of Trust in the real estate records or other appropriate index as a financing statement for any of the items specified as part of the Security. The Trustor shall execute and deliver to Beneficiary at Beneficiary's request any financing statements, as well as extensions, renewals, and amendments thereof, and copies of this instrument in such form as Beneficiary may require to perfect a security interest with respect to said items. The Trustor shall pay all costs of filing such financing statements and shall pay all reasonable costs of any record searches for financing statements and releases. Without the prior written consent of Beneficiary, the Trustor shall not create or permit any other security interest in said items.

8. **REMEDIES.** Upon the Trustor's breach of any obligation or agreement in the Note or this Deed of Trust, Beneficiary shall have the remedies of a secured party under the Commercial Code and at Beneficiary's option may also invoke the remedies provided for elsewhere in this Deed of Trust with respect to said items. Beneficiary may proceed against the items of real property and personal property specified above separately or together and in any order whatsoever.

RIGHTS AND OBLIGATIONS OF TRUSTOR

9. **PERFORMANCE OF SECURED OBLIGATION.** The Trustor shall promptly perform each obligation secured by this Deed of Trust.

10. **PAYMENT OF PRINCIPAL AND INTEREST.** The Trustor shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note.

11. **MAINTENANCE OF THE SECURITY.** The Trustor shall, at the Trustor's own expense, maintain and preserve the Security or cause the Security to be

maintained and preserved in good condition, in good repair, and in a decent, safe, sanitary, habitable and tenantable condition. The Trustor shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Security. The Trustor shall not commit or permit waste on or to the Security. The Trustor shall not abandon the Security. Beneficiary shall have no responsibility over maintenance of the Security. In the event the Trustor fails to maintain the Security in accordance with the standards in this Deed of Trust, or the Note, Beneficiary, after at least seven calendar days prior notice to the Trustor, may, but shall be under no obligation to, make such repairs or replacements as are necessary and provide for payment thereof. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of indebtedness as specified in the Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of the Trustor to Beneficiary and shall be secured by this Deed of Trust.

12. **INSPECTION OF THE SECURITY.** The Trustor shall permit Beneficiary to enter and inspect the Security for compliance with these obligations upon 24 hours advance notice of such visit by Beneficiary to the Trustor or the Trustor's management agent.

13. **LIENS, ENCUMBRANCES, AND CHARGES.** (Intentionally Deleted.)

14. **DEFENSE AND NOTICE OF CLAIMS AND ACTIONS.** The Trustor shall appear in and defend, at its own expense, any action or proceeding purporting to affect the Security and/or the rights of Beneficiary. The Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding and of any condemnation offer or action with respect to the Security.

15. **SUITS TO PROTECT THE SECURITY.** Beneficiary shall have power to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Security or the rights of Beneficiary, (b) to preserve or protect its interest in the Security and in the Rents, and (c) to restrain the enforcement of or compliance with any governmental legislation, regulation, or order, if the enforcement of or compliance with such legislation, regulation, or order would impair the Security or be prejudicial to the interest of Beneficiary.

16. **DAMAGE TO SECURITY.** The Trustor shall give Beneficiary and Trustee prompt notice in writing of any damage to the Security. If any building or improvements erected on the Property is damaged or destroyed by an insurable cause, the Trustor shall, at its cost and expense, repair or restore said buildings and improvements consistent with the original plans and specifications. Such work or repair shall be commenced within 120 days after the damage or loss occurs and shall be complete within one year thereafter. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, the Trustor shall make up the deficiency.

17. **TITLE.** The Trustor warrants that the Trustor lawfully has legal title to the Security without any limitation on the right to encumber.

18. **GRANTING OF EASEMENTS.** The Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to the Security except those required or desirable for installation and maintenance of public utilities including water, gas, electricity, sewer, cable television, telephone, or those required by law.

19. **TAXES AND LEVIES.** The Trustor shall pay prior to delinquency, all taxes, fees, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security. However, the Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) the Trustor maintains reserves adequate to pay any contested liabilities. In the event that the Trustor fails to pay any of the foregoing items, Beneficiary may, but shall be under no obligation to, pay the same, after Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven business days after receipt of such notice. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of indebtedness as specified in the Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of the Trustor to Beneficiary and shall be secured by this Deed of Trust.

20. **CONDEMNATION.** All judgments, awards of damages, settlements and compensation made in connection with or in lieu of taking all or any part of or interest in the Security under assertion of the power of eminent domain ("Funds") are hereby assigned to and shall be paid to Beneficiary. Beneficiary is authorized (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as Beneficiary shall determine at its sole option. All or any part of the amounts so collected and recovered by Beneficiary may be released to the Trustor upon such conditions as Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust.

21. **ACCELERATION ON TRANSFER OF SECURITY; ASSUMPTION.** In the event that the Trustor, without the prior written consent of the Beneficiary, as more specifically set forth in the Promissory Note, sells, agrees to sell, transfers, hypothecates, encumbers, or conveys its interest in the Security or any part thereof or interest therein, Beneficiary may at its option declare all sums secured by this Deed of Trust to be immediately due and payable.

22. **RECONVEYANCE BY TRUSTEE.** This trust is intended to continue for the entire term of the Loan. Upon written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by the Trustor of Trustee's reasonable fees,

Trustee shall reconvey the Security to the Trustor, or to the person or persons legally entitled thereto.

DEFAULT AND REMEDIES

23. **EVENTS OF DEFAULT.** Any of the events listed in the Note as an Event of Default shall also constitute an Event of Default under this Deed of Trust.

24. **ACCELERATION OF MATURITY.** Upon the happening of an Event of Default which has not be cured within the times and in the manner provided in the Note or this Deed of Trust, Beneficiary may declare all sums advanced to the Trustor under the Note and this Deed of Trust immediately due and payable.

25. **AGENCY'S REMEDIES.** Upon the happening of an Event of Default which has not be cured within the times and in the manner provided in the Note or this Deed of Trust, Beneficiary may, in addition to other rights and remedies permitted by the Note, this Deed of Trust, or applicable law, proceed with any or all of the following remedies:

A. Enforce the assignment of rents and right to possession as provided for in this Deed of Trust, and/or seek appointment of a receiver to take over possession of the Security and collect Rents;

B. Commence an action to foreclose this Deed of Trust pursuant to California Code of Civil Procedure Sections 725a, et seq., and/or seek appointment of a receiver from a court of competent jurisdiction with the authority to protect Beneficiary's interests in the Security, including the authority to complete construction of improvements;

C. Deliver to Trustee a written declaration of Default and demand for sale, and a written Notice of Default and election to cause the Trustor's interest in the Security to be sold, which notice Trustee or Beneficiary shall duly file for record in the Official Records of San Diego County, and exercise its power of sale as provided for below; or

D. Pursue any other rights and remedies allow at law or in equity.

26. **FORECLOSURE BY POWER OF SALE.** Should Beneficiary elect to foreclose by exercise of the power of sale contained in this Deed of Trust, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust (the deposit of which shall be deemed to constitute evidence that the unpaid sums disbursed under the Note are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to the Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on the Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to the purchaser its deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, the Trustor, Trustee, or Beneficiary, may purchase at the sale.

Trustee may postpone sale of all or any portion of the property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale as follows: (i) first, to the payment of all sums then secured by this Deed of Trust, in such order and amounts as Beneficiary in its sole discretion determines, and (ii) the remainder, if any, to the person or persons legally entitled thereto.

27. **REMEDIES CUMULATIVE.** No right, power or remedy conferred upon or reserved to Beneficiary by this Deed of Trust is intended to be exclusive of any other rights, powers or remedies, but each such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

28. **HAZARDOUS WASTE.** For purposes of this Deed of Trust, "Hazardous Materials" mean and include any hazardous, toxic or dangerous waste, substance or material including, without limitation, flammable explosives, radioactive materials, asbestos, hazardous wastes, toxic substances and any materials or substances defined as hazardous materials, hazardous substances or toxic substances in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended (42 U.S.C. §9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), and those substances defined as hazardous wastes in §25117 of the California Health and Safety Code or as hazardous substances in §25316 of the California Health and Safety Code or in any regulations promulgated under either such law, any so called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

In addition to the general and specific representations, covenants and warranties set forth in the Deed of Trust or otherwise, Trustor represents, covenants and warrants, with respect to Hazardous Materials, as follows:

(a) Neither Trustor nor, to the best knowledge of Trustor, any other person, has ever caused or permitted any Hazardous Materials to be manufactured, placed, held, located or disposed of on, under or at the Property or any part thereof, and neither the Property nor any part thereof, or any property adjacent thereto, has ever been used (whether by the Trustor or, to the best knowledge of the Trustor, by any other person) as a manufacturing site, dump site or storage site (whether permanent or temporary) for any Hazardous Materials;

(b) Trustor hereby agrees to indemnify Beneficiary, its officers, employees, contractors and agents, and hold Beneficiary, its officers, employees, contractors and agents harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary, its officers, employees, contractors or agents for, with respect to, or as a direct or indirect result of, the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials on or under the Property or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials from the Property (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under CERCLA, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials) regardless of whether or not caused by or within the control of Trustor;

(c) Trustor has not received any notice of (i) the happening of any event involving the use, spillage, discharge, or cleanup of any Hazardous Materials ("Hazardous Discharge") affecting Trustor or the Property or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or any other environmental, health or safety matter affecting Trustor or the Property ("Environmental Complaint") from any person or entity, including, without limitation, the United States Environmental Protection Agency ("EPA"). If Trustor receives any such notice after the date hereof, then Trustor will give, within seven (7) business days thereafter, oral and written notice of same to Beneficiary;

(d) Without limitation of Beneficiary's rights under this Deed of Trust, Beneficiary shall have the right, but not the obligation, to enter onto the Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Materials or Environmental Complaint upon its receipt of any notice from any person or entity, including without limitation, the EPA, asserting the existence of any Hazardous Materials or an Environmental Complaint on or pertaining to the Property which, if true, could result in an order, suit or other action against Trustor affecting any part of the Property by any governmental agency or otherwise which, in the sole opinion of Beneficiary, could jeopardize its security under this Deed of Trust. All reasonable costs and expenses incurred by Beneficiary in the exercise of any such rights shall be secured by this Deed of Trust and shall be payable by Trustor upon demand together with interest thereon at a rate equal to the highest rate payable under the note secured hereby; and

(e) The foregoing representation, covenants, indemnities and warranties shall be continuing and shall be true and correct for the period from the date hereof to the release of this Deed of Trust (whether by payment of the indebtedness secured hereby or foreclosure or action in lieu thereof), and these representations, covenants, indemnities and warranties shall survive such release.

GENERAL PROVISIONS

29. **GOVERNING LAW.** This Deed of Trust shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

30. **ATTORNEYS' FEES AND COSTS.** In the event of any Event of Default, or any legal or administrative action is commenced to interpret or to enforce the terms of this Deed of Trust, the prevailing party in such action shall be entitled to recover all reasonable attorneys' fees and costs in such action. Any such amounts paid by Beneficiary shall be added to the indebtedness secured by the lien of this Deed of Trust.

31. **STATEMENT OF OBLIGATION.** Lender may collect a fee not to exceed the maximum allowable under applicable law for furnishing a statement of obligations as provided in the California Civil Code.

32. **CONSENTS AND APPROVALS.** Any consent or approval of Beneficiary required under this Deed of Trust shall not be unreasonably withheld.

33. **TIME.** Time is of the essence in this Deed of Trust.

34. **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between the Trustor and Beneficiary shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of the Trustor and Beneficiary as follows:

Beneficiary: Robert H. and Janice S. Fillion Family Trust, dated February 4, 2004

200 Harbor Club, unit 2302

San Diego, CA 92101

The Trustor: Robert A. Dyson, Jr.

437 S. Highway 101, Ste. 217

Solana Beach, CA 92075

35. **BINDING UPON SUCCESSORS.** All provisions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of the Trustor, Trustee, and Beneficiary.

36. **WAIVER.** Any waiver by Beneficiary of any obligation of the Trustor in this Deed of Trust must be in writing. No waiver will be implied from any delay or failure by Beneficiary to take action on any breach or default of the Trustor or to pursue any remedy allowed under the Deed of Trust or applicable law. Any extension of time granted to the Trustor to perform any obligation under this Deed of Trust shall not operate as a waiver or release the Trustor from any of its obligations under this Deed of Trust. Consent by Beneficiary to any act or omission by the Trustor shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's written consent to future waivers.

37. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Deed of Trust must be in writing, and shall be made only if mutually agreed upon by Beneficiary and the Trustor.

38. **NOTE CONTROLS.** If there is any contradiction between this instrument and the Note, the terms of the Note shall control, except that the Trustor shall have no defense or claim that this instrument does not establish a valid lien on the Property or the Security.

39. **DEFINITIONS.** Capitalized terms not otherwise defined in this Deed of Trust shall have the same meaning as defined terms in the Note.

40. **PROOFS OF CLAIM.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, decomposition or other proceedings affecting the Trustor, its creditors or its property, Trustee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

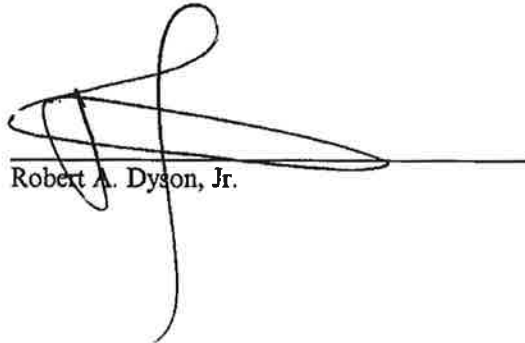
41. **SEVERABILITY.** Every provision of this Deed of Trust is intended to be severable. If any term or provision of this Deed of Trust is declared to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforceability of the remaining provisions shall not be affected. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt and all payments made on the debt (whether voluntary or under foreclosure or other enforcement action or procedure) shall be considered to have been first paid or applied to the payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

42. **SUBSTITUTION OF TRUSTEES.** Beneficiary may from time to time appoint another trustee to act in the place and stead of Trustee or any successor. Upon such

appointment and without conveyance, the successor trustee shall be vested with all title, powers, and duties conferred upon Trustee. Each such appointment and substitution shall be made by a written instrument executed by Beneficiary containing reference to this Deed of Trust and its place of record, which when duly recorded in the Riverside County and San Diego County Offices of the Recorder shall be conclusive proof of proper appointment of the successor trustee.

43. **ACCEPTANCE BY TRUSTEE.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action or proceeding in which the Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

TRUSTOR:



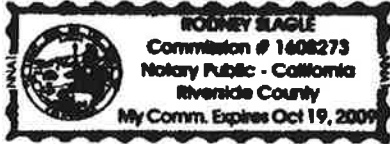
Robert A. Dyson, Jr.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On Aug 24, 2006 before me, Rodney Seagle, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Robert A. Dyson Jr.
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Rodney Seagle
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Deed or Trust

Document Date: Aug 24, 2006 Number of Pages: 12

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



ILLEGIBLE NOTARY SEAL DECLARATION
GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE
DOCUMENT WHICH THIS STATEMENT IS ATTACHED. READS AS FOLLOW:


NAME OF NOTARY: RODNEY SLAGLE
COUNTY WHERE BOND IS FILED: RIVERSIDE
DATE COMMISSION EXPIRES: OCT 19 2009
PLACE OF EXECUTION OF THE DECLARATION: SAN BERNARDINO
DATE: 8/25/2006
COMMISSION NUMBER: 1608273
SOUTHLAND TITLE

DANNY OSBORN
TITLE OFFICER

Exhibit A

APN 577-070-008
82.35 acres

That portion of the North half of the North half of Section 17, Township 7 South, Range 4 East, San Bernardino Meridian, according to the Official Plat thereof, lying Southwest of the Southerly line of the Palms to Pines Highway, as conveyed to the County of Riverside, by Deed recorded June 2, 1931 in Book 2, page 371 of Official Records, and as shown on Record of Survey on file in Book 38, Page 17, Records of Survey, Records of Riverside County, California, and lying Northwest of the Northwest line of that certain Parcel conveyed to the County of Riverside by Deed recorded April 1, 1952 as Instrument No. 13897, Official Records, as shown as Cahuilla Road on Record of Survey on file in Book 28, Page 17 of Records of Survey, Records of Riverside, California.

Except that portion described as follows:

Beginning at a point on the West line of said Section 17, 300 feet Southerly from the Northwest corner thereof; thence Southerly along the Westerly line of Section 17, 1029.19 feet to the Southwest corner of the North one-half of the Northwest quarter of said Section; thence Easterly along the Southerly line of said North one-half of the Northwest quarter of said Section 17, 1693 feet; thence Northwesterly 1981 feet more or less to the point of beginning.

RECORDING REQUESTED BY:
SOUTHLAND TITLE OF SAN DIEGO

RECORDING REQUESTED BY:
SOUTHLAND TITLE COMPANY

AND WHEN RECORDED MAIL TO:

Dennis Schafer
206 S Stellar Parkway
Chandler AZ 85226

Order No.: 37380551
Escrow No.: CA13291-DL
A.P.N. 577-070-008-0

37380551

DOC # 2007-0352767
05/30/2007 08:00A Fee:28.00
Page 1 of 5
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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S

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(LONG FORM)

28- T 034

This DEED OF TRUST, made 25th day of May 2007, between Robert A. Dyson Jr., a married man as his sole and separate property, herein called TRUSTOR, whose address is 437 S Highway 101, #220 Solana Beach CA 92075, (Number and Street) (City) (State) (Zip)

Southland Title, a California Corporation, herein called TRUSTEE, and Dennis Schafer, an unmarried man, herein called BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Riverside, State of California, described as:

That portion of the North half of the North half of Section 17, Township 7 South, Range 4 East, San Bernardino Meridian, according to the Official Plat thereof, lying Southwest of the Southerly line of the Palms to Pines Highway as is fully described in Exhibit "A" attached hereto and made a part hereof.

In the event the herein described property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed or alienated by the Trustor, or by the operation of the law otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder hereof, and without demand or note, shall immediately become due and payable.

This Deed of Trust secures a Note, and is second and subject to a First Deed of Trust of record..

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. For the Purpose of Securing (1) payment of the sum of \$200,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth herein.

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

- (1) To keep said property in good condition and repair not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize,

fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

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

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

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

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

B. IT IS MUTUALLY AGREED:

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

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

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

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

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

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

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

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

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

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

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

(10) The Trusts created hereby are irrevocable by Trustor.

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

STATE OF CALIFORNIA
COUNTY OF San Diego

On May 25, 2007 before me
D. Lynch
a Notary Public, personally appeared
Robert A. Dyson, Jr.

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]
Signature of Notary

Signature of Trustor

} SS. [Signature]
Robert A. Dyson Jr.



This area for official notarial seal)

DO NOT RECORD

TO: SOUTHLAND TITLE, TRUSTEE: REQUEST FOR FULL RECONVEYANCE

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

Dated: _____

Please mail Deed of Trust,
Note and Reconveyance to: _____

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

EXHIBIT "A"

That portion of the North half of the North half of Section 17, Township 7 South, Range 4 East, San Bernardino Meridian, according to the Official Plat thereof, lying Southwest of the Southerly line of the Palms to Pines Highway, as conveyed to the County of Riverside, by Deed recorded June 2, 1931 in Book 2, Page 371 of Official Records, and as shown on Record of Survey on file in Book 38, Page 17, Records of Survey, Records of Riverside County, California, and lying Northwest of the Northwest line of that certain Parcel conveyed to the County of Riverside by Deed recorded April 1, 1952 as Instrument No. 13897, Official Records, as shown as Cahuilla Road on Record of Survey on file in Book 28, Page 17 of Records of Survey, Records of Riverside County, California.

Except that portion described as follows:

Beginning at a point on the West line of said Section, 300.00 feet South from the Northwest corner thereof;
Thence South on the West line of Section 17, 1,029.19 feet to the Southwest corner of the North half of the Northwest quarter of said Section;
Thence East on the South line of said North half of the Northwest quarter of said Section, 1,693.00 feet;
Thence Northwesterly, 1,1981.00 feet, more or less, to the point of beginning.

When recorded please mail to:
Mail Stop 5155

DOC # 2007-0446770

07/10/2007 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



M
030

030
Q

NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

In the matter of the Property of)
Robert A. Dyson)

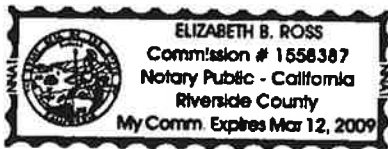
Case No.: CV05-2199

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457 (RCC Title 15) described as grading without approval from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 61605 Highway 74, Mountain Center, CA and more particularly described as Assessment Parcel No. 577-070-008 and having a legal description of 82.35 ACRES M/L IN POR N 1/2 OF SEC 17 T7S R4E with the requirements of Ordinance No.457, (RCC Title 15).

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 Building and Safety Department, 39493 Los Alamos Road, Ste A, Murrieta, CA 92563 Attention Code Enforcement Officer George Eliseo (951) 600-6140.

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

NOTICE OF FURTHER GIVEN that pursuant to Riverside County Ordinance 457.96 Section 4, 3306.03 the Department of Building and Safety may place a five year hold on the issuance of related building permits and land use approvals for this property. Any property owner aggrieved by this decision has the right to appeal to the County of Riverside Board of Supervisors.



COUNTY OF RIVERSIDE

By: Hector Viray
Hector Viray
Code Enforcement Department

ACKNOWLEDGMENT

State of California)
County of Riverside)

On 06/28/07 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, 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.

Elizabeth B. Ross

Public Record

DOC # 2008-0423926

08/01/2008 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Please Record And Return To:
Lake Hemet Municipal Water District
P.O. Box 5039
Hemet, CA 92544-0039

**In the Matter of the Lien of
Lake Hemet Municipal Water District
Upon the Real Property of:**

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NAME: DYSON, Robert; Dyson Development
ADDRESS 437 S. US Highway 101, Ste. 217
CITY, STATE Solana Beach, CA 92075-2221

0-
M
703

◆ STATEMENT OF LIEN ◆

This is to certify, pursuant to Chapter 335 of Statutes of 1979-1980, that Lake Hemet Municipal Water District claims a lien upon all real property owned by the following named person within Riverside County, for delinquent charges, penalty and interest, in the amounts hereinafter set forth:

NAME: DYSON, Robert; Dyson Development
SERVICE ADDRESS: 37221 Goldshot Creek Road
Mt. Center, CA 92561

Amount of Delinquency: \$200.00
Late Penalty: \$ -0-
Processing fee \$ 20.00

Total: \$220.00 plus clsg. bill

I certify that the foregoing is true and correct.

Jeanne Baker; Administrative Assistant
Lake Hemet Municipal Water District

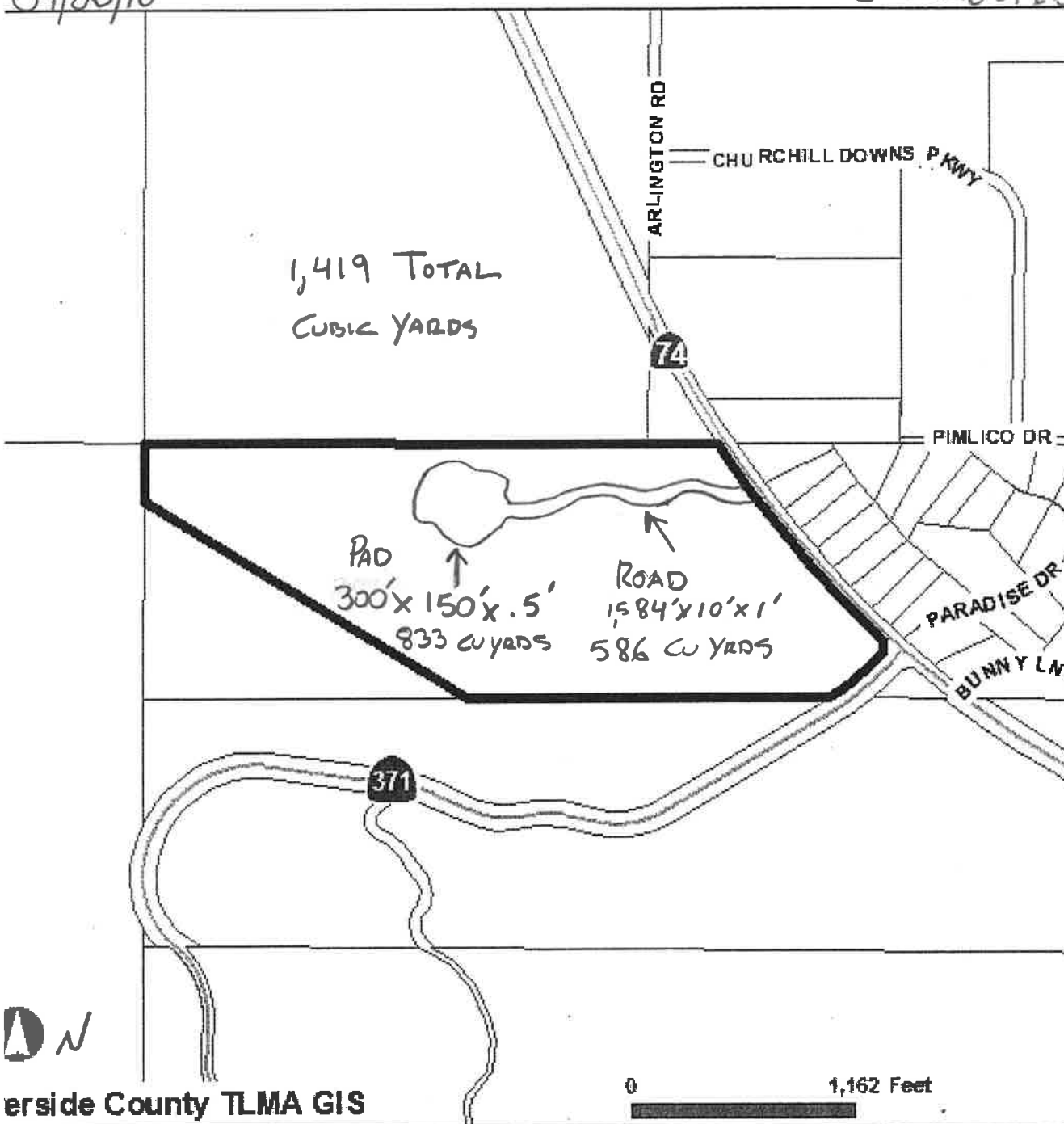
Document Date: July 30, 2008
Account No. 7-1-117-2

SITE PLAN

RIVERSIDE COUNTY GIS

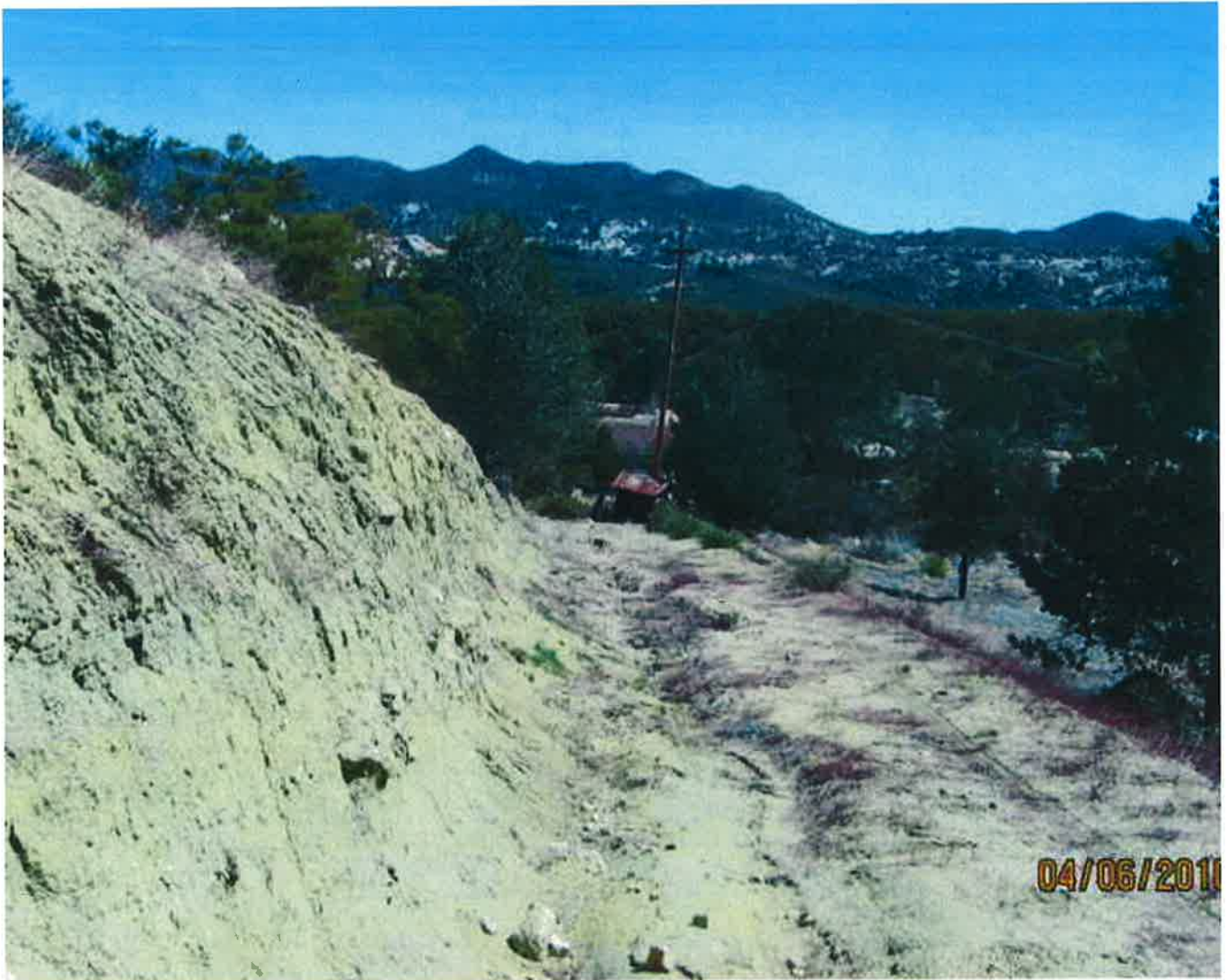
J. HEAGSTEDT

04/06/10



Selected parcel(s):
577-070-008

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



Cut road. JHeagstedt - 04/06/2010

EXHIBIT NO. D²



Graded pad. JHeagstedt - 04/06/2010

EXHIBIT NO. D³



Graded pad. JHeagstedt - 04/06/2010

EXHIBIT NO. D⁴



Graded pad. JHeagstedt - 04/06/2010

EXHIBIT NO. D⁵



Graded pad. JHeagstedt - 04/06/2010

EXHIBIT NO. D⁶



Graded pad. JHeagstedt - 04/06/2010

EXHIBIT NO. D7



Graded pad. JHeagstedt - 04/06/2010

EXHIBIT NO. D⁸



Graded pad. JHeagstedt - 04/06/2010

EXHIBIT NO. D⁹



Graded pad. JHeagstedt - 04/06/2010

EXHIBIT NO. D¹⁰



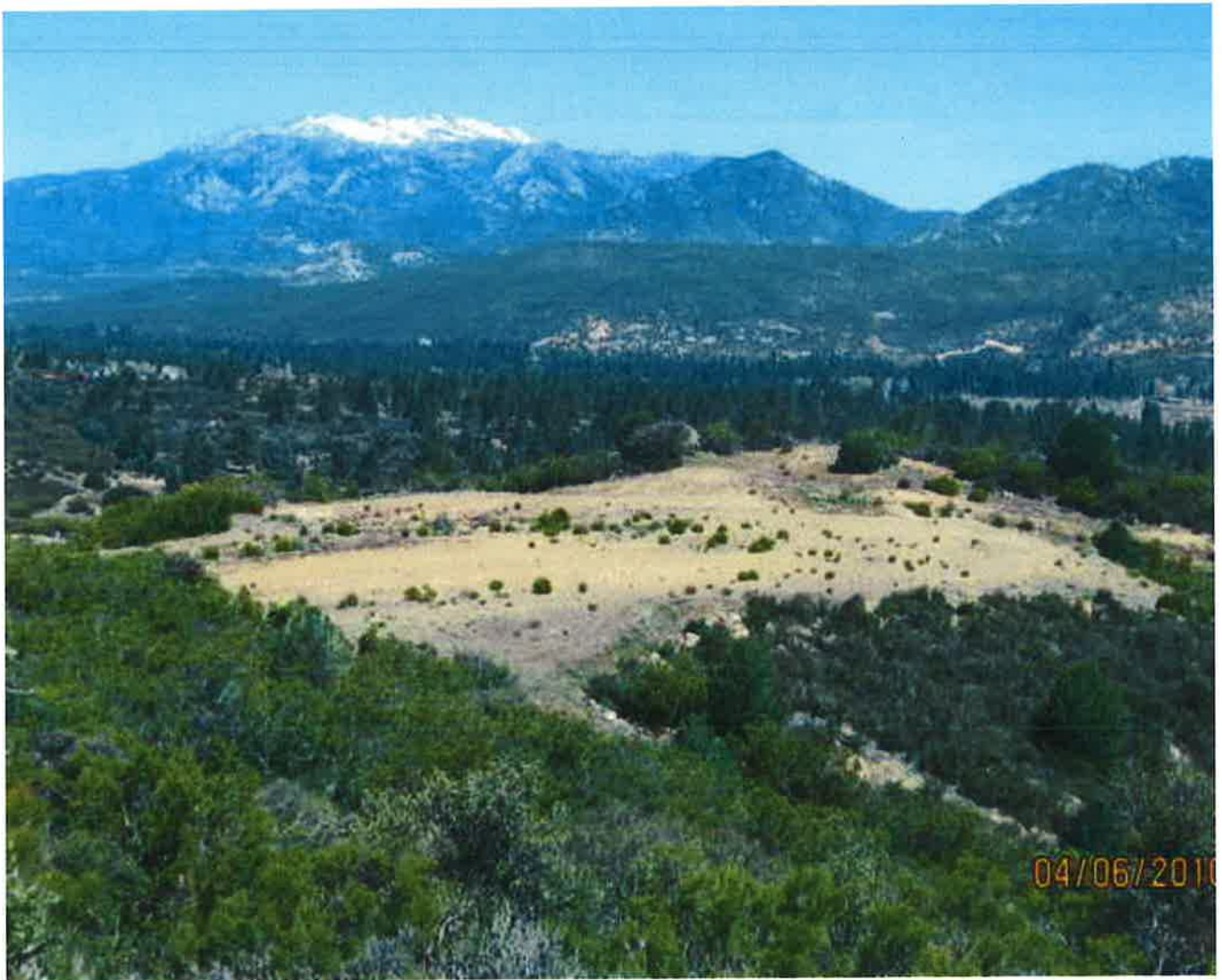
Graded pad. JHeagstedt - 04/06/2010

EXHIBIT NO. D¹¹



Cut road. JHeagstedt - 04/06/2010

EXHIBIT NO. D¹²



View of Pad. JHeagstedt - 04/06/2010

EXHIBIT NO. D^B



Cut road. JHeagstedt - 04/06/2010

EXHIBIT NO. DA



Cut road. JHeagstedt - 04/06/2010

EXHIBIT NO. D¹⁵



Cut road. JHeagstedt - 04/06/2010

EXHIBIT NO. D16



Cut road. JHeagstedt - 04/06/2010

EXHIBIT NO. D17



Violation remains. JHeagstedt - 03/30/2010

EXHIBIT NO. D¹⁸



Violation remains. JHeagstedt - 01/20/2010

EXHIBIT NO. D¹⁹



Violation remains. JHeagstedt - 01/20/2010

EXHIBIT NO. D²⁰

Code Enforcement Case: CV052199

Printed on: 04/07/2010

Photographs



Violation remains. JHeagstedt - 10/05/2009

EXHIBIT NO. D²¹

PHOTOGRAPHIC EVIDENCE

TAKEN BY: RRyder

CASE # 05 2199

DATE: 070609

Location: 61650 HWY 74 Mtn Center

577.070.008



PHOTO # 1 NOTES: GWP – Remains on the proeprty

EXHIBIT NO. D²²

PHOTOGRAPHIC EVIDENCE

TAKEN BY: RRyder

CASE # 05 2199

DATE: 062209

Location:



PHOTO # 1 NOTES: GWP – Remains on the Property

EXHIBIT NO. D²³

PHOTOGRAPHIC EVIDENCE

TAKEN BY: RRyder

CASE # 05 2199

DATE: 050209

LOCATION: 61605 HWY 74 Mtn Center

577.070.008



PHOTO # 1 NOTES: GWP – Remains on the Property

EXHIBIT NO. D²⁴

PHOTOGRAPHIC EVIDENCE

TAKEN BY: RRyder

CASE # 05 2199

DATE: 121608

LOCATION: 61605 HWY 74 Mtn Center

577.070.008



PHOTO # 1 NOTES: GWP - Remains



PHOTO # 2 NOTES: GWP - Remains

EXHIBIT NO. D²⁵



PHOTO # 1 NOTES: close up of graded road



PHOTO # 2 NOTES: road graded on vacant lot

PHOTOGRAPHIC EVIDENCE CASE NO: CV05-2199



PHOTO # 1 NOTES: GRADED ROAD



PHOTO # 2 NOTES : GRADING IN PROGRESS

EXHIBIT NO. D²⁷

COUNTY OF RIVERSIDE
DEPARTMENT OF BUILDING & SAFETY
NOTICE OF VIOLATION

RECEIVED
16 2005
COUNTY OF RIVERSIDE
DEPARTMENT OF BUILDING AND SAFETY

CASE NO.: 2105-2199 APN 577-070-008

THE PROPERTY AT 61605 HUNY 74
WAS INSPECTED AT 12:00 am/pm ON 7/6/05
BY M. SLOCUM

(Name of Inspector or Investigator/ Badge No.)
AND FOUND TO BE IN VIOLATION OF RIVERSIDE
CODE AS FOLLOWS:

CODE 16.15.12 SECTION GRADING
WITHOUT A PERMIT.

YOU ARE DIRECTED TO COMPLY WITH THIS NOTICE BY
IMMEDIATELY OBTAIN PERMIT
FOR GRADING.

IMMEDIATELY. A FOLLOW-UP INVESTIGATION WILL BE
CONDUCTED ON OR ABOUT 8/1/05. FAILURE
TO COMPLY BY THIS DATE COULD RESULT IN THE
ISSUANCE OF AN ADMINISTRATIVE CITATION, AND THE
IMPOSITION OF A LIEN ON THE PROPERTY FOR THE
ABATEMENT AND ENFORCEMENT COSTS.

PENALTY FOR FAILURE TO COMPLY

A FINE MAY BE ASSESSED AT THE RATE OF:
\$100 FOR EACH VIOLATION ON THE FIRST OFFENSE
\$200 FOR EACH VIOLATION ON THE SECOND OFFENSE
\$500 FOR EACH VIOLATION ON THE THIRD OFFENSE

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF
THIS CASE YOU WILL RECEIVE A SUMMARY OF
ADMINISTRATIVE COSTS ASSOCIATED WITH THE
PROCESSING OF SUCH VIOLATION (S), AT AN HOURLY
RATE OF \$ 103.00 AS DETERMINED BY THE BOARD OF
SUPERVISORS.

In addition to the above;
YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES
BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT
OF BUILDING & SAFETY WITHIN TEN (10) DAYS OF SERVICE OF
THE SUMMARY OF CHARGES, PURSUANT TO SECTION C. OF
RIVERSIDE COUNTY CODE 1.16.080

M. SLOCUM
SIGNATURE - INSPECTOR OR INVESTIGATOR

OFFICE LOCATIONS: (See Reverse Side)

RECEIVED BY:

POSTED DATE: 7/6/05

EXHIBIT NO. E

COUNTY OF RIVERSIDE

Building and Safety Department
Code Enforcement Division

AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV05-2199

I, Mark Slocum, the undersigned, hereby declare:

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

County of Riverside
Building & Safety Department
Code Enforcement Division
39493 Los Alamos Road
Murrieta, Ca., 92563

2. That on 07/06/05, I securely and conspicuously posted a Field Notice of Violation at the property described as:

Property Address: 61605 HWY 74
Assessor's Parcel Number: 577-070-008

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

Executed on 07/08/05 at Murrieta, California.

BUILDING & SAFETY DEPARTMENT

By: 
Mark Slocum, Code Enforcement Officer II

EXHIBIT NO. E²



County of Riverside
Building and Safety Department
CODE ENFORCEMENT DIVISION



NOTICE OF VIOLATION

July 27, 2005

Johnson Inv.
3 Avenida Flori
Henderson, NV, 89011

RE: Case No. CV05-2199

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 61605 HIGHWAY 74, MOUNTAIN CENTER, CA, Assessor's Parcel Number 577-070-008, is in violation of Riverside County Code Section No. 15.12 relating to BUILDING requirements. Said violation is described as:

1 Grading without Permit

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

1 Obtain the required grading permits from Riverside County Department of Building and Safety.

COMPLIANCE MUST BE COMPLETED BY AUGUST 25, 2005. 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 \$103.00 PER HOUR AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF BUILDING & SAFETY WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF

Mark Slocum, Code Enforcement Officer II

EXHIBIT NO. _____

E³



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Tony Carstens
Agency Director

Katherine Gifford
Director,
Administrative
Services Dept.

Ron Goldman
Director,
Planning
Department

George Johnson
Director,
Transportation
Department

Jim Miller
Director,
Building & Safety
Department

Jay E. Orr
Director,
Code Enforcement
Department

Carolyn Syms Luna
Director,
Environmental
Programs Dept.

Illegal Grading Notification

On September 13, 2005 the Board of Supervisors adopted an amendment to Ordinance 457, which allows the Department of Building and Safety to place a five year hold on the issuance of building permits and land use approvals if that property is graded without permits. Any property owner aggrieved by this decision has the right to appeal to the Board of Supervisors.

You have been cited for grading without a permit, you are required to complete an "application to construct" and file for an hourly restoration assessment number. This can be done in any one of the three permit assistance centers listed at the bottom of this page. Once the number has been generated and payment made, you will be contacted by the Environmental Programs Department (EPD) or the Department of Building and Safety to set up your site assessment inspection. Once the site assessment has been completed you will be provided plan requirements in writing. You may be required to provide a Biological Restoration Plan and or Earthwork Restoration Plan. A brief description on each of these is provided below:

Biological Restoration Plan:

A biological restoration plan may be required which is prepared by a qualified biologist and is submitted to the County for review and approval. A biological restoration plan determines how to restore the site to its original state prior to disturbance. This plan may include a re-vegetation plan, an irrigation plan, a mitigation and monitoring plan, schedules and cost estimates for restoration. The level of detail that will be required will be determined through a site assessment conducted by the Environmental Programs Department.

Earthwork Restoration Plan:

The need for an Earthwork Component is based on the estimated volume of earthwork required to be moved on the site in order to effectively restore the site per the intent of County Ordinance 457.

If an Earthwork Plan is required, the plan shall be prepared by a registered civil engineer. All Riverside County Department of Building and Safety typically grading plan requirements are necessary to be incorporated into the Earthwork Plan. Plan requirements shall include the details necessary for earthwork movement, cut and fill slopes, property lines, water courses, the location of surface streets and all associated related information. The Earthwork Plan shall also contain standard notes for the accomplishment of the approved restoration effort. A civil engineer letter of certification of earthwork and a formal compaction report for fills of more than one foot may be required prior to final of the Earthwork Plan.

PROOF OF SERVICE BY MAIL

Case No. CV05-2199

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

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 27TH of JULY, 2005, I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION, RCC 15.12

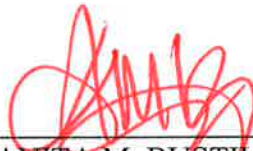
by depositing a copy thereof in an envelope for deposit in the United States Postal Service via Certified Mail, return receipt requested, and addressed as follows:

Johnson Inv.
3 Avenida Flori
Henderson, NV, 89011

The envelope was sealed and placed for collection and mailing at MURRIETA, 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 27TH of JULY, 2005 at MURRIETA, California.



ANITA M. BUSTILLOS, Code Enforcement Aide

EXHIBIT NO. ES

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:

Johnson Inv.
3 Avenida Flori
Henderson, NV, 89011
CV05-2199 / MSLOCUM

2. Article Number
(transfer from service label)

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

4. Restricted Delivery? (Extra Fee) Yes

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

7003 0500 0004 9953 8931

Return Receipt

102595-02-M-1540

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

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

Sent To

Johnson Inv.
3 Avenida Flori
Henderson, NV, 89011
CV05-2199 / MSLOCUM

PS Form 3800, June 2002 See Reverse for Instructions

EXHIBIT NO. E6



JAY E. ORR
DIRECTOR

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

39493 LOS ALAMOS RD., SUITE A
MURRIETA, CALIFORNIA 92563
(951) 600-6140 • FAX (951) 600-6190

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

NOTICE OF VIOLATION
For
UNAPPROVED GRADING

November 21, 2007

See attached: NOTICE LIST / INTERESTED PARTIES

Re: Case No.: CV05-2199

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 61605 Highway 74, Mountain Center, California, Assessor's Parcel Number 577-070-008, is in violation of Riverside County Ordinance 457 (RCC Title 15), relating to grading without approval by the Department of Building and Safety.

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

1. Providing complete restoration OR remediation of the property affected by the unapproved grading.

YOU MUST COMPLY WITH THIS NOTICE NO LATER THAN DEC. 21, 2007. FAILURE TO COMPLY WILL RESULT IN CRIMINAL, ADMINISTRATIVE, OR CIVIL ACTION BEING BROUGHT AGAINST YOU INCLUDING PENALTIES, RESTORATION, OR REMEDIATION OF THE ILLEGAL GRADING BY THE COUNTY AND ALL COSTS INCURRED BY THE COUNTY MAY BE IMPOSED AS A SPECIAL ASSESSMENT AND/ OR LIEN AGAINST THE PROPERTY.

NOTICE IS HEREBY GIVEN that Ordinance 457.96 Section 4, 3306.03 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. Any property owner aggrieved by this decision will have the right to appeal to the County of Riverside Board of Supervisors.

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

FURTHER NOTICE IS HEREBY GIVEN that at the conclusion of this case you will receive a summary of administrative costs associated with the processing of this violation at an hourly rate of \$109.00 per hour as determined by the County of Riverside Board of Supervisors. You will have the right to object to these charges by filing a request for hearing with the Department of Building and Safety within 10 days of the service of the summary of charges pursuant to Section 1.16.080 of Riverside County Code.

George Eliseo, Code Enforcement Officer

EXHIBIT NO. E7

PROOF OF SERVICE BY MAIL

Case No: CV05-2199

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 39493 Los Alamos Road, Ste A, Murrieta, CA.

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 November 21, 2007, I served a copy of the papers to which this proof of service is attached, entitled:

COPY OF NOTICE OF VIOLATION & ILLEGAL GRADING NOTIFICATION (RCC 15.12)

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

Address:

See attached: NOTICE LIST / INTERESTED PARTIES

The envelope was sealed and placed for collection and mailing at Murrieta, 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 on November 21, 2007 at Murrieta District Office.


Anna Vasquez, Code Enforcement Aide

Article # 70063450000246952670 - 70063450000246952684

EXHIBIT NO. E⁸



JAY E. ORR
DIRECTOR

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

39493 LOS ALAMOS RD., SUITE A
MURRIETA, CALIFORNIA 92563
(951) 600-6140 • FAX (951) 600-6190

JOHN BOYD
DEPUTY DIRECTOR

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

NOTICE LIST / INTERESTED PARTIES

DATE: November 21, 2007

RE: CASE NO.: CV05-2199
APN NO.: 577-070-008
ADDRESS: 61605 Highway 74, Mountain Center

1. Robert H. and Janice S. Fillion Family Trust
200 Harbor Club, Unit 2302
San Diego, CA 92101

2. Robert A. Dyson Jr.
437 S. Highway 101, Ste. 217
Solana Beach, CA 92075

EXHIBIT NO. E⁹

7006 3450 0002 4695 2670

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

For delivery information visit our website at www.usps.com®

OFFICIAL USE

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

Postmark
Here

Robert H. and Janice S. Fillion Family Trust
200 Harbor Club, Unit 2302
San Diego, CA 92101
CV05-2199 GE

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> 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. 		<p>A. Signature X Kelly Wilder <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
1. Article Addressed to:		B. Received by (Printed Name)	C. Date of Delivery
<p>Robert H. and Janice S. Fillion Family Trust 200 Harbor Club, Unit 2302 San Diego, CA 92101 CV05-2199 GE</p>			11-29-07
2. Article Number (Transfer from service label)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
7006 3450 0002 4695 2670		<p>3. Type</p> <input 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. <input type="checkbox"/> Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

REC'D NOV 30 2007

EXHIBIT NO. E¹⁰

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

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

Robert A. Dyson Jr.
 437 S. Highway 101, Ste. 217
 Solana Beach, CA 92075
 CV05-2199 GE

PS Form 3800, August 2006 See Reverse for Instructions

7006 3450 0002 4695 2687

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ 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. 	<p>A. Signature</p> <p><input checked="" type="checkbox"/> <i>D. Dyson</i> <input type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p><i>D. DYSON</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</p> <p>If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Robert A. Dyson Jr. 437 S. Highway 101, Ste. 217 Solana Beach, CA 92075 CV05-2199 GE</p> </div>	<p style="text-align: center; font-size: 1.5em; opacity: 0.5;">NOV 30 2007</p> <p>Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7006 3450 0002 4695 2687</p>	
PS Form 3811, February 2004	Domestic Return Receipt 102595-02-M-1540

EXHIBIT NO. E¹¹



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

**NOTICE OF VIOLATION
For
UNAPPROVED GRADING**

January 28, 2009

Dennis S. Schafer
206 S. Stellar Prwy
Chandler, AR 85226

Re: Case No.: CV05-2199

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 61605 Highway 74, Mountain Center, California, Assessor's Parcel Number 577-070-008, is in violation of Riverside County Ordinance 457 (RCC Title 15.12.020), relating to grading/clearing without approval by the Department of Building and Safety.

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

1. Cease all Grading/Clearing activities. Obtain a Restoration Assessment from the Dept. of Building & Safety. Perform complete restoration and remediation of the property affected by the unapproved grading in accordance with the Restoration Assessment.

YOU MUST COMPLY WITH THIS NOTICE NO LATER THAN FEBRUARY 28, 2009. FAILURE TO COMPLY WILL RESULT IN CRIMINAL, ADMINISTRATIVE, OR CIVIL ACTION BEING BROUGHT AGAINST YOU INCLUDING PENALTIES, RESTORATION, OR REMEDIATION OF THE ILLEGAL GRADING BY THE COUNTY AND ALL COSTS INCURRED BY THE COUNTY MAY BE IMPOSED AS A SPECIAL ASSESSMENT AND/ OR LIEN AGAINST THE PROPERTY.

FURTHER NOTICE IS HEREBY GIVE that pursuant to Riverside County Ordinance 457.96 Section 4, Subdivision 3306.03, and upon order of the Board of Supervisors, any grading or clearing done in violation of this Ordinance shall be grounds for denying for five years all applications for building permits, use permits, subdivisions, changes of zones, specific plans, specific plan amendments, general plan amendments, and any other land development application proposed for the property in which the violation occurred.

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

You are also 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 (RCC 1.16.080). 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 may result in a special assessment lien against the property. You will have the right to object to these charges upon service of the summary of cost.



Roy Ryder, Code Enforcement Officer

EXHIBIT NO. _____

E¹²



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

**NOTICE OF VIOLATION
For
UNAPPROVED GRADING**

January 28, 2009

Lake Hemet Municipal Water District
Po Box 5039
Hemet, CA 92544-0039

Re: Case No.: CV05-2199

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 61605 Highway 74, Mountain Center, California, Assessor's Parcel Number 577-070-008, is in violation of Riverside County Ordinance 457 (RCC Title 15.12.020), relating to grading/clearing without approval by the Department of Building and Safety.

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

1. Cease all Grading/Clearing activities. Obtain a Restoration Assessment from the Dept. of Building & Safety. Perform complete restoration and remediation of the property affected by the unapproved grading in accordance with the Restoration Assessment.

YOU MUST COMPLY WITH THIS NOTICE NO LATER THAN FEBRUARY 28, 2009. FAILURE TO COMPLY WILL RESULT IN CRIMINAL, ADMINISTRATIVE, OR CIVIL ACTION BEING BROUGHT AGAINST YOU INCLUDING PENALTIES, RESTORATION, OR REMEDIATION OF THE ILLEGAL GRADING BY THE COUNTY AND ALL COSTS INCURRED BY THE COUNTY MAY BE IMPOSED AS A SPECIAL ASSESSMENT AND/ OR LIEN AGAINST THE PROPERTY.

FURTHER NOTICE IS HEREBY GIVE that pursuant to Riverside County Ordinance 457.96 Section 4, Subdivision 3306.03, and upon order of the Board of Supervisors, any grading or clearing done in violation of this Ordinance shall be grounds for denying for five years all applications for building permits, use permits, subdivisions, changes of zones, specific plans, specific plan amendments, general plan amendments, and any other land development application proposed for the property in which the violation occurred.

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

You are also 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 (RCC 1.16.080). 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 may result in a special assessment lien against the property. You will have the right to object to these charges upon service of the summary of cost.

Roy Ryder, Code Enforcement Officer

EXHIBIT NO. _____

E13

PROOF OF SERVICE BY MAIL
Case No. CV05-2199

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 39493 Los Alamos Road, Murrieta, CA 92563.

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 28th day of January 2009. I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION
RCC 15.12

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

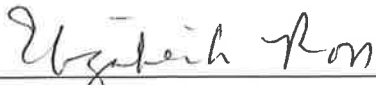
Dennis S. Schafer
206 S. Stellar Prwy
Chandler, AR 85226

Lake Hemet Municipal Water District
Po Box 5039
Hemet, CA 92544-0039

The envelope was sealed and placed for collection and mailing at MURRIETA, 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 28th of January, 2009 at MURRIETA, CALIFORNIA.



Elizabeth Ross, Code Enforcement Aide

Article Number: 7006276000005712634, 7006276000005712641

EXHIBIT NO. E¹⁴



[Home](#) | [Help](#) | [Sign In](#)

[Track & Confirm](#)

[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: **7006 2760 0000 0571 2634**
Status: **Delivered**

Your item was delivered at 2:10 pm on February 02, 2009 in CHANDLER, AZ 85224. 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 >](#)

[Restore Offline Details >](#)



[Return to USPS.com Home >](#)

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No FEAR Act EEO Data

FOIA



USA Mail



Business Customer Gateway

EXHIBIT NO. E¹⁵



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[Track & Confirm](#)

[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: **7006 2760 0000 0571 2641**
Status: **Delivered**

Your item was delivered at 11:12 am on January 30, 2009 in HEMET, CA 92544. 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.

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[Restore Offline Details >](#)



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No FEAR Act EEO Data

FOIA



U.S. Postal Service
Accessibility Resources



U.S. Postal Service
Accessibility Resources

EXHIBIT NO. _____

E16



John Boyd
DIRECTOR

Code Enforcement Department
County Of Riverside
Murrieta District Office
39493 Los Alamos Road, Suite A
Murrieta, California 92563
(951) 600-6140 – (951) 600-6190

NOTICE OF VIOLATION For UNAPPROVED GRADING

May 19, 2009

See attached: NOTICE LIST / INTERESTED PARTIES

Re: Case No.: CV05-2199

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 61605 Highway 74, Mountain Center, California, Assessor's Parcel Number 577-070-008, is in violation of Riverside County Ordinance 457 (RCC Title 15.12.020), relating to grading/clearing without approval by the Department of Building and Safety.

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

1. Cease all Grading/Clearing activities. Obtain a Restoration Assessment from the Department of Building and Safety. Perform complete restoration and remediation of the property affected by the unapproved grading in accordance with the Restoration Assessment.

YOU MUST COMPLY WITH THIS NOTICE NO LATER THAN JUNE 19, 2009. FAILURE TO COMPLY WILL RESULT IN CRIMINAL, ADMINISTRATIVE, OR CIVIL ACTION BEING BROUGHT AGAINST YOU INCLUDING PENALTIES, RESTORATION, OR REMEDIATION OF THE ILLEGAL GRADING BY THE COUNTY AND ALL COSTS INCURRED BY THE COUNTY MAY BE IMPOSED AS A SPECIAL ASSESSMENT AND/ OR LIEN AGAINST THE PROPERTY.

FURTHER NOTICE IS HEREBY GIVEN that pursuant to Riverside County Ordinance 457.96 Section 4, Subdivision 3306.03, and upon order of the Board of Supervisors, any grading or clearing done in violation of this Ordinance shall be grounds for denying for five years all applications for building permits, use permits, subdivisions, changes of zones, specific plans, specific plan amendments, general plan amendments, and any other land development application proposed for the property in which the violation occurred.

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

You are also 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 (RCC 1.16.080). 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 may result in a special assessment lien against the property. You will have the right to object to these charges upon service of the summary of cost

R. Ryder, Code Enforcement Officer III

EXHIBIT NO. _____

E17

PROOF OF SERVICE BY MAIL

Case No: CV05-2199

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 39493 Los Alamos Road, Ste A, Murrieta, CA.

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 May 19, 2009, I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION (RCC 15.12)

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

Address:

See attached: NOTICE LIST / INTERESTED PARTIES

The envelope was sealed and placed for collection and mailing at Murrieta, 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 on May 19, 2009 at Murrieta District Office.



Anna Vasquez, Code Enforcement Aide

Article # 70071490000342753877
70071490000342753860

EXHIBIT NO. E¹⁸



JOHN BOYD
DIRECTOR

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

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

STEVE BLOOMQUIST
GREG FLANNERY
NEIL LINGLE
JAMES P. MONROE
TRACEY TOWNER
DIVISION MANAGERS

NOTICE LIST / INTERESTED PARTIES

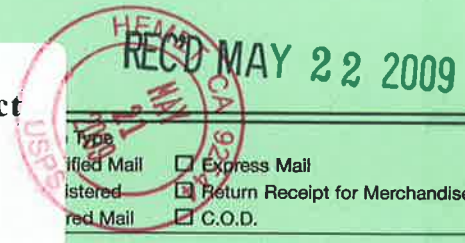
RE: Case No.: 05 2199
APN No.: 577-070-008
Address: 61605 HWY 74

1. Dennis S. Schafer
206 S. Stellar Prwy
Chandler, AR 85226

2. Lake Hemet Municipal Water District
P.O. Box 5039
Hemet, CA 92544-0039

EXHIBIT NO. E¹⁹

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ 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. 	<p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery</p>
<p>1. Article Addressed to:</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
<p>Lake Hemet Municipal Water District P.O. Box 5039 Hemet, CA 92544-0039 CV05-2199 RR</p>	
<p>2. Article Number (Transfer from service label)</p>	<p>3. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7007 1490 0003 4275 3860</p> <p>PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540</p>	



U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>									
For delivery information visit our website at www.usps.com ®									
OFFICIAL USE									
<table border="1"> <tr> <td>Postage</td> <td>\$</td> </tr> <tr> <td>Certified Fee</td> <td></td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td></td> </tr> </table>	Postage	\$	Certified Fee		Return Receipt Fee (Endorsement Required)		Restricted Delivery Fee (Endorsement Required)		<p>Postmark Here</p>
Postage	\$								
Certified Fee									
Return Receipt Fee (Endorsement Required)									
Restricted Delivery Fee (Endorsement Required)									
<p>Lake Hemet Municipal Water District P.O. Box 5039 Hemet, CA 92544-0039 CV05-2199 RR</p>									
<p>PS Form 3800, August 2006 See Reverse for instructions</p>									

7007 1490 0003 4275 3860

EXHIBIT NO. E²



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

February 10, 2010

DENNIS SCHAFER
206 S STELLAR PKY
CHANDLER, AZ 85226

RE CASE NO: CV052199

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 0 , California, Assessor's Parcel Number 577-070-008, is in violation of Section(s) RCC Section No. 15.12.020.J.2 (Ord. 457), of the Riverside County Code.

Said violation is described as:

- 1) 15.12.020.J.2 (Ord. 457) - No person shall conduct any grading or clearing of any kind without first obtaining a grading permit from the building official, except in accordance with the specific exemptions listed in Ord 348.

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

- 1) Obtain a Restoration Assessment from the Department of Building & Safety and comply with the process and conditions.

COMPLIANCE MUST BE COMPLETED BY March 11, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: Jason Heagstedt, Code Enforcement Officer III

EXHIBIT NO. E²²



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

PROOF OF SERVICE

Case No. CV052199

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on February 10, 2010, I served the following document(s):

NOTICE RE: Notice of Violation

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

DENNIS SCHAFFER 206 S STELLAR PKY, CHANDLER, AZ 85226

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

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

EXECUTED ON February 10, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

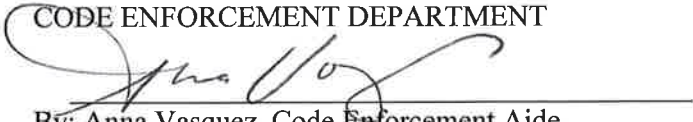

By: Anna Vasquez, Code Enforcement Aide

EXHIBIT NO. _____

E²³



[Track & Confirm](#)

[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: **7007 1490 0003 4245 6662**

Service(s): **Certified Mail™**

Status: **Delivered**

Your item was delivered at 1:56 PM on February 23, 2010 in CHANDLER, AZ 85224.

Detailed Results:

- **Delivered, February 23, 2010, 1:56 pm, CHANDLER, AZ 85224**
- **Notice Left, February 12, 2010, 10:33 am, CHANDLER, AZ 85226**

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

[Go >](#)

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

[Site Map](#)

[Customer Service](#)

[Forms](#)

[Gov't Services](#)

[Careers](#)

[Privacy Policy](#)

[Terms of Use](#)

[Business Customer Gateway](#)

Copyright© 2010 USPS. All Rights Reserved.

No FEAR Act EEO Data

FOIA



U.S. AIR MAIL
FIRST CLASS PERMIT NO. 1000
WASHINGTON, DC 20540



UNITED STATES POSTAL SERVICE
FIRST CLASS PERMIT NO. 1000
WASHINGTON, DC 20540

EXHIBIT NO. _____

E24

DOC # 2007-0446770

07/10/2007 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



When recorded please mail to:
Mail Stop 5155

M
030

030

NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

In the matter of the Property of)
Robert A. Dyson)

Case No.: CV05-2199

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457 (RCC Title 15) described as grading without approval from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 61605 Highway 74, Mountain Center, CA and more particularly described as Assessment Parcel No. 577-070-008 and having a legal description of 82.35 ACRES M/L IN POR N 1/2 OF SEC 17 T7S R4E with the requirements of Ordinance No.457, (RCC Title 15).

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 Building and Safety Department, 39493 Los Alamos Road, Ste A, Murrieta, CA 92563 Attention Code Enforcement Officer George Eliseo (951) 600-6140.

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

NOTICE OF FURTHER GIVEN that pursuant to Riverside County Ordinance 457.96 Section 4, 3306.03 the Department of Building and Safety may place a five year hold on the issuance of related building permits and land use approvals for this property. Any property owner aggrieved by this decision has the right to appeal to the County of Riverside Board of Supervisors.



COUNTY OF RIVERSIDE

By: Hector Viray
Hector Viray
Code Enforcement Department

ACKNOWLEDGMENT

State of California)
County of Riverside)

On 06/28/07 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, 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.

Elizabeth B. Ross

EXHIBIT NO. F

PAMELA J. WALLS
County Counsel

Principal Deputy
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3960 ORANGE STREET, 5TH FLOOR
RIVERSIDE, CA 92501
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 955-6363



June 16, 2010

NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

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

Case No.: CV 05-2199
APN: 577-070-008; SCHAFER
Property: 61605 Highway 74, Mountain Center

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits located on the SUBJECT PROPERTY described as 61605 Highway 74, Mountain Center, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 577-070-008.

YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by demonstrating compliance with a restoration assessment from Riverside County Department of Building and Safety or by complete restoration/remediation of the un-permitted grading so as to return the SUBJECT PROPERTY to its previous natural condition. Additionally, notice is hereby given that Riverside County Ordinance No. 457 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. The Code Enforcement Department will request that the five year flag be placed on the SUBJECT PROPERTY at the hearing.

SAID HEARING will be held on **Tuesday, July 13, 2010, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1st 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 Hector Viray at (951) 600-6140 or the undersigned prior to the hearing. Please meet the undersigned and Brain Black, Senior Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1st floor annex in front of the Clerk of the Board's Office to discuss the case.

PAMELA J. WALLS
Riverside County Counsel



L. ALEXANDRA FONG
Deputy County Counsel

EXHIBIT NO. 9

NOTICE LIST

Subject Property: 61605 Highway 74, Mountain Center
Case No.: CV 05-2199; APN: 577-070-008; District 3

DENNIS SCHAFER
206 S STELLAR PKY
CHANDLER, AZ 85226

ROBERT H. AND JANICE S. FILLION
200 HARBOR CLUB, UNIT 2302
SAN DIEGO, CA 92101

ROBERT A. DYSON, JR.
437 S. HIGHWAY 101 #220
SOLANO BEACH, CA 92075

LAKE HEMET MUNICIPAL WATER DISTRICT
PO BOX 5039
HEMET, CA 92544

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">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.	A. Signature <input checked="" type="checkbox"/> <i>D. Castellanos</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to: LAKE HEMET MUNICIPAL WATER DISTRICT PO BOX 5039 HEMET CA 92544	B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery <i>D. Castellanos</i>
<i>CV05-2199 (Schaffer) ABT 4</i>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
2. Article Number (Transfer from service label)	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.
PS Form 3811, February 2004	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes 7009 3410 0000 1318 4463 Domestic Return Receipt 102595-02-M-1540

EXHIBIT NO. 6²



Track & Confirm

Search Results

Label/Receipt Number: **7009 3410 0000 1318 4432**
Service(s): **Certified Mail™**
Status: **Notice Left**

We attempted to deliver your item at 10:44 AM on June 18, 2010 in CHANDLER, AZ 85226 and a notice was left. You may pick up the item at the Post Office indicated on the notice, go to www.usps.com/redelivery, or call 800-ASK-USPS to arrange for redelivery. If this item is unclaimed after 30 days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

Track & Confirm

Enter Label/Receipt Number.

Go >

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

7009 3410 0000 1318 4432

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.44	Mailed 6/16/10
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.54	

Postmark Here

Sent To

Street or PO: DENNIS SCHAFER
City, State, ZIP: 206 S STELLAR PKY
CHANDLER AZ 85226

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT NO. 6³

1 **PROOF OF SERVICE**

2 Case No. CV 05-2199

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

4 I, Brenda Peeler, declare that I am a citizen of the United States and am employed in the County of
5 Riverside, over the age of 18 years and not a party to the within action or proceeding; that my
6 business address is 3960 Orange Street, 5th Floor, Riverside, California 92501.

7 That on June 16, 2010, I served the following document(s):

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

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

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

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

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

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

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

23 EXECUTED ON June 16, 2010, at Riverside, California.

24 
25 _____
26 BRENDA PEELER
27
28

EXHIBIT NO. 65



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

AFFIDAVIT OF POSTING OF NOTICES

June 19, 2010

RE CASE NO: CV052199

I, Ariana Meza, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 39493 Los Alamos Road, Suite #A, Murrieta, California 92563 .

That on 06/19/2010 at 1:15pm, I securely and conspicuously posted Notice To Correct County Ordinance Violations And Abate Public Nuisance, Notice List and Proof of Service. at the property described as:

Property Address: Vacant Parcel off of Highway 74, Mountain Center

Assessor's Parcel Number: 577-070-008

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

Executed on June 19, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

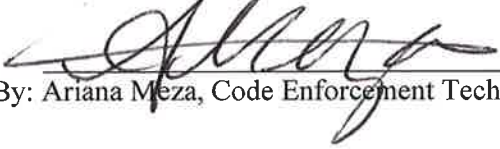

By: Ariana Meza, Code Enforcement Technician

EXHIBIT NO. 6

NOTICE LIST

Subject Property: 61605 Highway 74, Mountain Center
Case No.: CV 05-2199; APN: 577-070-008; District 3

Office of County Counsel
3960 Orange Street, 5th Floor
Riverside, CA 92501

CERTIFIED MAIL™

49 ON LINE XE

7009 3410 0000 1318 4449



ROBERT H AND JANICE S FILLION
200 HARBOR CLUB UNIT 2302
SAN DIEGO CA 92101

NIXIE 921 DE 1 00 06/18/10

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 92501964405 *0704-02284-18-41



Riverside, CA 92501

7009 3410 0000 1318 4456



ROBERT A DYSON JR
437 S HIGHWAY 101 #220
SOLANO BEACH CA 92075

NIXIE 921 DE 1 00 06/18/10

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 92501964405 *0704-02284-18-41



BP

BP

92501964405

92501964405 *0704-02284-18-41

**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: Robert MABEE

Address: 3086 Mibuel St
(only if follow-up mail response requested)

City: Riverside **Zip:** 92506

Phone #: 788-4658

Date: 7-13-10 **Agenda #** 9.1

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

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

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

7-13-10 9.1