

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



9.1

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding Public Hearing on Abatement of Public Nuisance (Grading Without a Permit) on Case No. CV 07-9936 located at 49125 Cat Canyon Rd., Palm Desert; APN: 628-390-002, 4<sup>th</sup> District.

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is deleted.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on June 5, 2012 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: June 5, 2012  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: *David E. Stone* Deputy

AGENDA NO.  
9.1

xc: Co. Co.

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

301B



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

**SUBMITTAL DATE:**  
March 29, 2012

**SUBJECT:** Abatement of Public Nuisance [Grading Without Permits]  
Case No: CV 07-9936 [NELISSEN]  
Subject Property: 49125 Cat Canyon Rd., Palm Desert; APN: 628-390-002  
District: Four/Four

Departmental Concurrence

**RECOMMENDED MOTION:** Move that:

1. The grading without permits on the real property located at 49125 Cat Canyon Rd., Palm Desert, Riverside County, California, APN: 628-390-002 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which prohibits grading of more than fifty (50) cubic yards without a grading permit.
2. That a five (5) year hold on the issuance of building permits and land use approvals be placed on the property.

(Continued)

PATRICIA MUNROE, Deputy County Counsel  
for PAMELA J. WALLS, County Counsel

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

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

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

BY: Tina Grande

**County Executive Office Signature**

- Policy
- Consent
- Policy
- Consent

Dep't Recomm.:  
Per Exec. Ofc.:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

Prev. Agn. Ref.: | District: 4/4 | Agenda Number:

9.1

3. Owner, Clint Nelissen, or whoever has possession and control of the subject real property, be directed to restore the unpermitted grading so as to prevent offsite drainage and slope erosion on the property within ninety (90) days.

4. If the owner or whoever has possession or control of the real property does not take the above described actions 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 Nos. 725.

6. That 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.

#### **BACKGROUND:**

1. An inspection was made of the subject property by the Code Enforcement Officer on September 17, 2009. The inspection revealed stock piles of raw dirt on the property in violation of Riverside County Ordinance No. 457. The Officer estimates that approximately four hundred ninety three (493) cubic yards of dirt has been graded. A search of Riverside County records indicates that no permit for grading has been obtained.

2. Follow-up inspections on November 10, 2009, March 15, 2010, November 17, 2010, December 9, 2010, May 17, 2011, October 4, 2011, and December 8, 2011, revealed that the property continues to be in violation of Riverside County Ordinance No. 457.

3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for grading without a permit.

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



**9.1**

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding Public Hearing on Abatement of Public Nuisance (Grading Without a Permit) on Case No. CV 07-9936 located at 49125 Cat Canyon Rd., Palm Desert; APN: 628-390-002, 4<sup>th</sup> District, the chairman called the matter for hearing.

Patricia Monroe presented the matter.

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is continued to Tuesday, June 5, 2012 at 9:30 a.m.


Roll Call:

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on May 8, 2012 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: May 8, 2012  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By:  Deputy

AGENDA NO.  
9.1

xc: Co. Co./CED, ~~COB~~

**BOARD OF SUPERVISORS  
PUBLIC HEARING**

**May 8, 2012  
(Continued 9.1 of April 10, 2012)**

**AGENDA ITEM NO. 9.1**

**Supplemental Documents**

**Statement of Abatement Costs  
49125 Cat Canyon Road, Palm Desert  
Case No. CV07-9936**

**DISTRICT FOUR / DISTRICT FOUR**

2012-5-112955



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

Glenn Baude  
Director

April 12, 2012

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

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

Case No.: CV07-9936  
APN: 628-390-002; NELISSEN  
Property: 49125 Cat Canyon Road, Palm Desert

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 and 725 to consider the abatement of the grading without permits located on the SUBJECT PROPERTY described as 49125 Cat Canyon Road, Palm Desert, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 628-390-002.

YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by removing the grading without permits from the real property.

SAID HEARING that was held on Tuesday, April 10, 2012, at 9:30 a.m. in the Board of Supervisors Room, 4080 Lemon Street, 1<sup>st</sup> Floor Annex, Riverside, California **has been rescheduled to Tuesday, May 8, 2012 at 9:30 a.m.** at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to this department, will be presented to the Board of Supervisors, for consideration and deliberation in this matter.

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

**You are encouraged to contact Supervising Code Enforcement Officer David Lawless at (760) 393-3344 or Code Enforcement Officer, Stacy Baumgartner prior to the hearing. Please meet Stacy Baumgartner at 8:30 a.m. on the day of the hearing in the lobby of the 1<sup>st</sup> floor annex in front of the Clerk of the Board's Office to discuss the case.**

GLENN BAUDE  
DIRECTOR

A handwritten signature in cursive script, appearing to read "Carol Lynn Anderson".

CAROL LYNN ANDERSON  
Administrative Services Officer

## **NOTICE LIST**

Subject Property: 49125 Cat Canyon Rd., Palm Desert  
Case No.: CV 07-9936; APN: 628-390-002; District 4/4

CLINT NELISSEN  
49125 CAT CANYON RD  
PALM DESERT CA 92260

WELLS FARGO BANK NA  
3476 STATEVIEW BLVD  
FORT MILL SC 29715-0000

FIDELITY NATIONAL TITLE INS CO  
17911 VON KARMAN  
IRVINE CA 92614

WELLS FARGO HOME MORTGAGE  
PO BOX 11701  
NEWARK NJ 07101-4701

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**PROOF OF SERVICE**

Case No. CV07-9936

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Brenda Peeler, 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 3960 Orange Street, Suite 500, Riverside, California 92501.

That on April 12, 2012, I served the following document(s):

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

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

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

**BY FIRST CLASS 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 on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

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

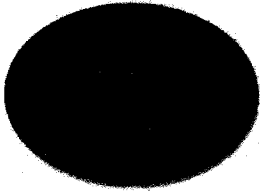
**STATE - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.**

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

EXECUTED ON April 12, 2012, at Riverside, California.

  
\_\_\_\_\_  
BRENDA PEELER





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**GLENN BAUDE**  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

April 19, 2012

RE CASE NO: CV079936

I, Brenda Hannah, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 38686 El Cerrito Road, Suite 200, Palm Desert, California 92211 .

That on 04/19/12 at 1:00pm, I securely and conspicuously posted Continued Notice to Correct Ordinance Violation and Abate Public Nuisance, Notice List and Proof of Service. at the property described as:

**Property Address: 49125 CAT CANYON RD, PALM DESERT**

**Assessor's Parcel Number: 628-390-002**

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

Executed on April 19, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Brenda Hannah, Code Enforcement Officer

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



9.1

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding the Abatement of Public Nuisance [Grading without permits] located at 49125 Cat Canyon Road, Palm Desert, CV 07-9936, 4<sup>th</sup>/4<sup>th</sup> District, the Chairman called the matter for hearing.

Alexandra Fong, Deputy County Counsel, presented the matter.  
Clint Nelissen, property owner, spoke on the matter.

The Chairman closed the public hearing.

On motion of Supervisor Benoit, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is continued to Tuesday, May 8, 2012 at 9:30 a.m.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on April 10, 2012 of Supervisors Minutes.

(seal)

WITNESS my hand and the seal of the Board of Supervisors  
Dated: April 10, 2012  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

By: *Kevin J. Edwards* Deputy

AGENDA NO.  
9.1

xc: Co.Co., ~~COB~~

**BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NO. CV 07-9936  
[GRADING WITHOUT PERMITS] APN: 628- )  
390-002, 49125 CAT CANYON RD., PALM )  
DESERT, COUNTY OF RIVERSIDE, STATE OF ) DECLARATION OF OFFICER  
CALIFORNIA; CLINT NELISSEN, OWNER. ) BRENDA HANNAH  
[R.C.O. Nos. 457 and 725 and Board of  
Supervisors Policy F-6]

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

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

2. On September 17, 2009, I conducted an inspection of the real property described as 49125 Cat Canyon Rd., Palm Desert, Riverside County, California and further described as Assessor's Parcel Number 628-390-002 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map indicating the location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein by reference.

3. A review of County records and documents disclosed that THE PROPERTY is owned by Clint Nelissen (hereinafter referred to as "OWNER"). A certified copy of the County Equalized Assessment Roll for the year 2011-2012 and a copy of the County Geographic Information System ("GIS") report is attached hereto and incorporated herein by reference as Exhibit "B."

4. Based upon the Lot Book Report issued by RZ Title Service on October 29, 2010 and updated on January 5, 2012, it is determined that other parties potentially hold a legal interest in THE PROPERTY, to-wit: Wells Fargo Bank, Fidelity National Title Ins Co. and Wells Fargo Home Mortgage ("INTERESTED PARTIES"). True and correct copies of the Lot Book Reports are attached hereto and incorporated herein as Exhibit "C."

///

1           5.     On September 17, 2009, I drove to THE PROPERTY for an inspection. THE  
2 PROPERTY had been flagged and noted that there was an unpermitted grading down in the area of THE  
3 PROPERTY from a dirt road through a dry river bed. The total graded area consisting of stock piles of  
4 raw dirt measured approximately four hundred ninety three (493) cubic yards. I determined that THE  
5 PROPERTY constituted a public nuisance in violation of the provisions set forth in Riverside County  
6 Ordinance ("RCO") No 457, Section 4, Subdivision (J)(2). A Notice of Violation was issued and posted  
7 on THE PROPERTY on September 24, 2009.

8           6.     On September 22, 2009, Senior Officer Hector Herrera and I had a meeting with  
9 OWNER and we discussed the existing violations, restoration plan options and the permit process.

10          7.     On September 24, 2009, a Notice of Violation was mailed via certified mail with return  
11 receipt requested to OWNER and INTERESTED PARTIES. The notice advised that 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          8.     On November 10, 2009, I conducted a follow-up inspection. From the road right of way,  
19 I observed that the grading violation still remained. I knocked at the front door but no one responded. I  
20 checked the Land Management System (LMS) for permit activity and found out that the OWNER had  
21 not applied for a permit. I issued Administrative Citation Number A27044 and posted it on THE  
22 PROPERTY.

23          9.     On November 16, 2009 and November 17, 2009, OWNER telephoned my office to  
24 answer his questions regarding the citation issued, a request for a hearing and related options regarding  
25 the grading restoration plan.

26          10.    On November 23, 2009, OWNER, Code Enforcement Supervisor David Lawless and I  
27 had a meeting at the code enforcement office.

28    ///

1           11.    On December 2, 2009, Code Enforcement Department received an appeal letter from  
2 OWNER regarding the citation issued. An Administrative Citation Hearing Request Notification dated  
3 December 3, 2009 was sent to OWNER regarding Citation Number A27044.

4           12.    On February 3, 2010, a letter was mailed to OWNER regarding Administrative Citation  
5 A27044. A hearing was scheduled for February 25, 2010 and was upheld.

6           13.    On March 15, 2010, I went to THE PROPERTY for a follow-up inspection and observed  
7 that violation remained.

8           14.    On May 5, 2010, a letter was sent to notify OWNER that a grading restoration was  
9 required for THE PROPERTY.

10          15.    On July 20, 2010, a meeting was held at the code enforcement office and was attended by  
11 OWNER, Building and Safety Director Bob Lyman and myself. We discussed the restoration process.

12          16.    On November 17, 2010, I conducted a follow-up inspection and observed that THE  
13 PROPERTY remained in violation of RCO No. 457.

14          17.    Based on information and belief which I believe to be true, on December 9, 2010, Senior  
15 Code Enforcement Officer Edward Delgado went to THE PROPERTY for a follow-up inspection and  
16 observed that THE PROPERTY remained in violation.

17          18.    A search of County records revealed that a grading permit had not been obtained for the  
18 grading on THE PROPERTY. On April 13, 2011, a report from the Land Management System (LMS)  
19 indicated that the permit status expired on November 29, 2010.

20          19.    On May 16, 2011, October 4, 2011 and December 8, 2011, I conducted follow-up  
21 inspections. I observed no changes in the violation and verified OWNER had not applied for permits.

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

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

26          22.    Based upon my experience, knowledge and visual observations, it is my determination  
27 that the conditions on THE PROPERTY are dangerous to the neighboring property owners and the  
28 general public and is a public nuisance.

1           23.    Based upon my experience, knowledge and visual observations, it is my determination  
2 that the grading on THE PROPERTY is in excess of fifty (50) cubic yards and was done without a  
3 permit and is therefore in violation of RCO No. 457. Under Riverside County Ordinance No. 725, any  
4 condition caused, maintained or permitted to exist in violation of any of the provisions of county land  
5 use ordinances, including Riverside County Ordinance No. 457, is declared unlawful and a public  
6 nuisance that may be abated consistent with the procedures provided for in Riverside County Ordinance  
7 No. 725, or in any other manner provided by law.

8           24.    A Notice of Non-Compliance was recorded in the Office of the County Recorder, County  
9 of Riverside, State of California, on December 3, 2009, as Instrument Number 2009-0622649, a true and  
10 correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F."

11           25.    A review of County records revealed no application for an assessment permit or grading  
12 permit on file for THE PROPERTY.

13           26.    A recent inspection revealed that THE PROPERTY remains in violation of RCO No. 457  
14 due to the grading without permits.

15           27.    A "Notice to Correct County Ordinance Violations and Abate Public Nuisance"  
16 providing notification of the Board of Supervisors hearing as required by Riverside County Ordinance  
17 No. 725 was mailed to OWNER and INTERESTED PARTY by U.S.P.S. and was posted on THE  
18 PROPERTY. True and correct copies of the notice, together with the proof of service and the affidavit  
19 of posting of notices are attached hereto as Exhibit "G" and incorporated herein by reference.

20           28.    The complete restoration or remediation of THE PROPERTY affected by the unapproved  
21 grading is required to bring THE PROPERTY into compliance with RCO No. 457.

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

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

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

27               (c)    the OWNER or whoever has possession or control of THE PROPERTY be  
28 required to restore the unpermitted grading on THE PROPERTY so as to prevent offsite drainage and

1 slope erosion in accordance with the provisions of all applicable County ordinances, including but not  
2 limited to RCO No. 457 within ninety (90) days of the Board's Order to Abate Nuisance;

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

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

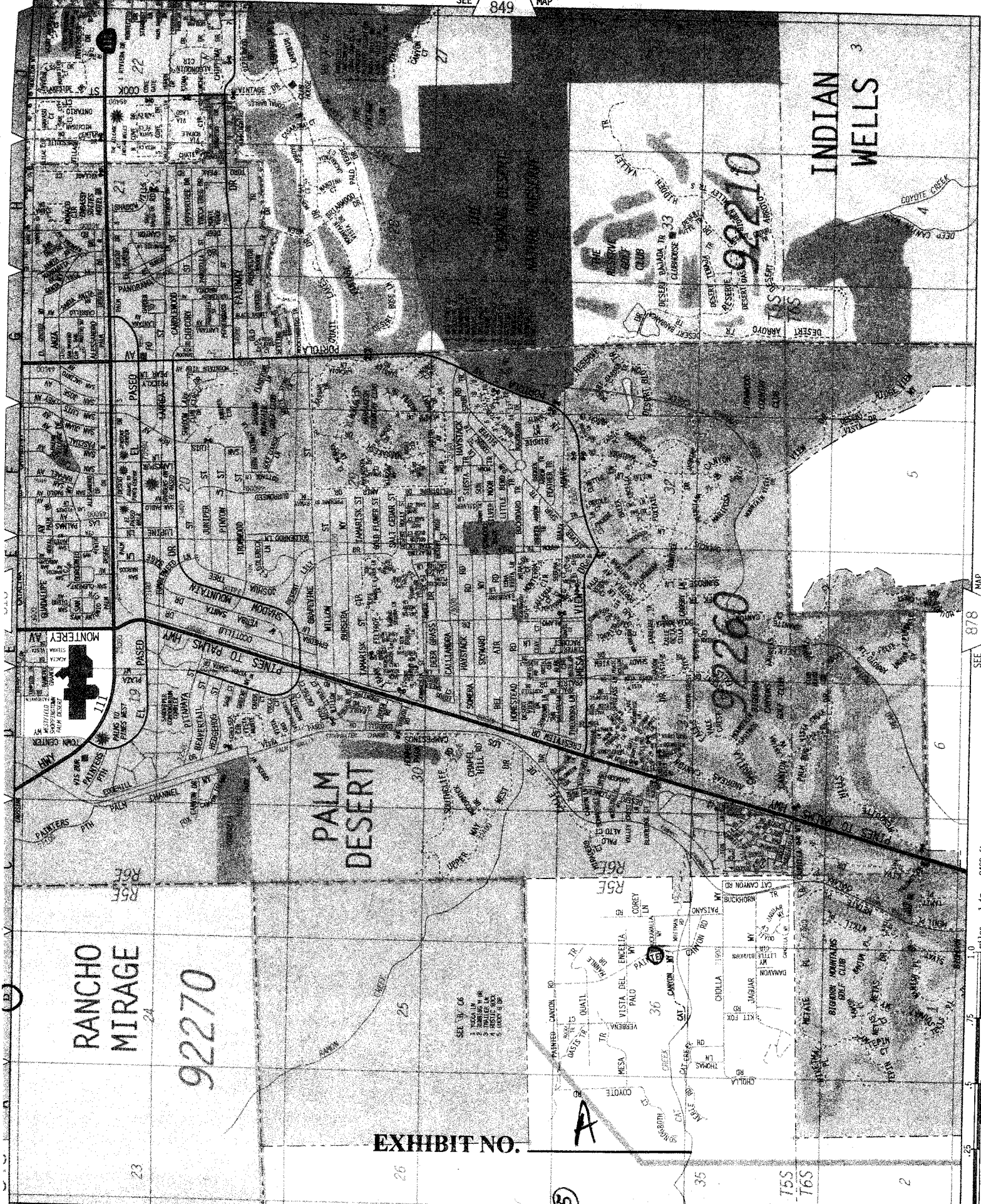
9 (f) that reasonable costs of abatement, after notice and opportunity for hearing, may  
10 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE  
11 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 457  
12 and 725.

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

15 Executed this wed day of 3-7, 2012 at Palm Desert, California.

16  
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18 BRENDA HANNAH  
19 Code Enforcement Officer  
20 Code Enforcement Department



RANCHO MIRAGE

92270

PALM DESERT

INDIAN WELLS

92210

92260

EXHIBIT NO.

3

SEE 878 MAP

1 in = 2400 ft

0.75

1.0

1.5

2.0

2.5

3.0



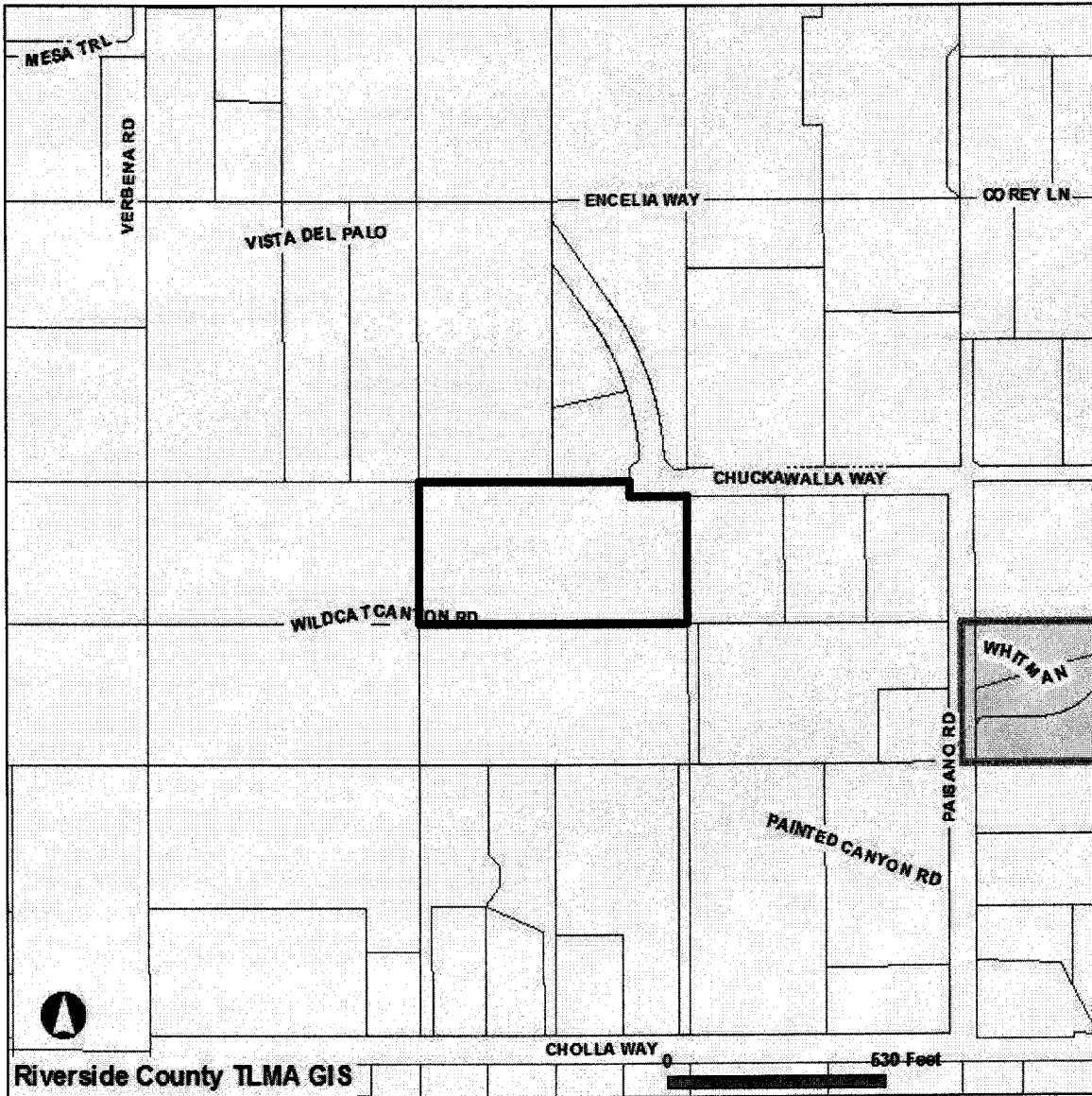
Assessment Roll For the 2011-2012 Tax Year as of January 1,2011

Assessment #628390002-6		Parcel # 628390002-6	
<b>Assessee:</b>	NELISSEN CLINT	<b>Land</b>	231,181
<b>Mail Address:</b>	49125 CAT CANYON RD PALM DESERT CA 92260	<b>Structure</b>	50,255
<b>Real Property Use Code:</b>	R1	<b>Full Value</b>	281,436
<b>Base Year</b>	2009	<b>Homeowners' Exemption</b>	7,000
<b>Conveyance Number:</b>	0659347	<b>Total Net</b>	274,436
<b>Conveyance (mm/yy):</b>	12/2008		
<b>PUI:</b>	R010102		
<b>TRA:</b>	75-149		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	SEE ASSESSOR MAPS		
<b>Situs Address:</b>	49125 CAT CANYON RD PALM DESERT CA 92260		



EXHIBIT NO.     B

RIVERSIDE COUNTY GIS



Selected parcel(s):  
628-390-002

**\*IMPORTANT\***

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

**STANDARD WITH PERMITS REPORT**

**APNs**

628-390-002-6

**OWNER NAME / ADDRESS**

CLINT NELISSEN  
49125 CAT CANYON RD  
PALM DESERT, CA. 92260

**MAILING ADDRESS**

(SEE OWNER)  
(SEE SITUS)

**LEGAL DESCRIPTION**

**EXHIBIT NO.**     B<sup>2</sup>

LEGAL DESCRIPTION IS NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 4.89 ACRES

**PROPERTY CHARACTERISTICS**

WOOD FRAME, 1146 SQFT., 2 BDRM/ 0.75 BATH, 1 STORY, CONST'D 1950COMPOSITION, ROOF

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 848 GRID: B5, C5

**CITY BOUNDARY/SPHERE**

NOT WITHIN A CITY

CITY SPHERE: PALM DESERT

ANNEXATION DATE: NOT APPLICABLE

LAFCO CASE #: NOT APPLICABLE

PROPOSALS: NOT APPLICABLE

**MARCH JOINT POWERS AUTHORITY**

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

**INDIAN TRIBAL LAND**

NOT IN A TRIBAL LAND

**SUPERVISORIAL DISTRICT 2011 (ORD. 813)**

JOHN BENOIT, DISTRICT 4

**SUPERVISORIAL DISTRICT (2001 BOUNDARIES)**

ROY WILSON, DISTRICT 4

**TOWNSHIP/RANGE**

T5SR5E SEC 36

**ELEVATION RANGE**

852/892 FEET

**PREVIOUS APN**

686-390-039

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***PLANNING***

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**LAND USE DESIGNATIONS**

Zoning not consistent with the General Plan.

OS-W

RC-VLDR

**SANTA ROSA ESCARPMENT BOUNDARY**

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

**AREA PLAN (RCIP)**

WESTERN COACHELLA VALLEY

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

NONE

**ZONING CLASSIFICATIONS (ORD. 348)**

R-1-5 (CZ 7612)

W-1

**ZONING DISTRICTS AND ZONING AREAS**

CATHEDRAL CITY-PALM DESERT DISTRICT

**ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

**HISTORIC PRESERVATION DISTRICTS**

NOT IN AN HISTORIC PRESERVATION DISTRICT

**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)**

NO DATA AVAILABLE

***FIRE***

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

NOT IN A HIGH FIRE AREA

**FIRE RESPONSIBILITY AREA**

NOT IN A FIRE RESPONSIBILITY AREA

***DEVELOPMENT FEES***

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

WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

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

NOT WITHIN THE WESTERN RIVERSIDE COUNTY MSHCP FEE AREA

**ROAD & BRIDGE DISTRICT**

NOT IN A DISTRICT

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

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

In EAST

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

NOT WITHIN THE WESTERN TUMF FEE AREA

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

WESTERN COACHELLA VALLEY

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

NOT WITHIN AN SKR FEE AREA.

**DEVELOPMENT AGREEMENTS**

NOT IN A DEVELOPMENT AGREEMENT AREA

***TRANSPORTATION***

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

NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

**ROAD BOOK PAGE**

191

**TRANSPORTATION AGREEMENTS**

NOT IN A TRANSPORTATION AGREEMENT

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

NOT IN A CETAP CORRIDOR.

---

**HYDROLOGY**

---

**FLOOD PLAIN REVIEW**

WITHIN AREAS OF FLOODING SENSITIVITY. CONTACT THE COACHELLA VALLEY WATER DISTRICT AT (760) 398-2651 FOR INFORMATION

**WATER DISTRICT**

CVWD

**FLOOD CONTROL DISTRICT**

NOT IN A FLOOD DISTRICT

**WATERSHED**

WHITEWATER

---

**GEOLOGIC**

---

**FAULT ZONE**

NOT IN A FAULT ZONE

**FAULTS**

NOT WITHIN A 1/2 MILE OF A FAULT

**LIQUEFACTION POTENTIAL**

MODERATE

VERY LOW

**SUBSIDENCE**

SUSCEPTIBLE

**PALEONTOLOGICAL SENSITIVITY**

LOW POTENTIAL

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

UNDETERMINED POTENTIAL.

AREAS UNDERLAIN BY SEDIMENTARY ROCKS FOR WHICH LITERATURE AND UNPUBLISHED STUDIES ARE NOT AVAILABLE HAVE UNDETERMINED POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES. THESE AREAS MUST BE INSPECTED BY A FIELD SURVEY CONDUCTED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST.

---

**MISCELLANEOUS**

---

**SCHOOL DISTRICT**

DESERT SANDS UNIFIED

**COMMUNITIES**

PINYON PINES

**COUNTY SERVICE AREA**

NOT IN A COUNTY SERVICE AREA.

**LIGHTING (ORD. 655)**

ZONE B, 34.77 MILES FROM MT. PALOMAR OBSERVATORY

**2000 CENSUS TRACT**

045113

**FARMLAND**

OTHER LANDS

---

075149

- CITRUS PEST CONTROL 2
- COACHELLA VALLEY COUNTY WATER
- COACHELLA VALLEY RESOURCE CONSER
- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- CV MOSQ & VECTOR CONTROL
- CVWD IMP DIST 6
- DESERT COMMUNITY COLLEGE
- DESERT HOSPITAL
- DESERT SANDS UNIFIED SCHOOL
- GENERAL
- GENERAL PURPOSE
- PALM SPRINGS PUBLIC CEMETERY
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SUPERVISORIAL ROAD DISTRICT 4

**SPECIAL NOTES**

NO SPECIAL NOTES

**CODE COMPLAINTS**

Case #	Description	Start Date
CV079936	ABATEMENT	Nov. 28, 2007

**BUILDING PERMITS**

Case #	Description	Status
BAR100042	REHAB SFR - WINDOWS,DOORS,ELEC,STUCCO	EXPIRED
BEL001408	CONNECTING PANELS ON 2 BUILDINGS	EXPIRED

**ENVIRONMENTAL HEALTH PERMITS**

Case #	Description	Status
NO ENVIRONMENTAL PERMITS	NOT APPLICABLE	NOT APPLICABLE

**PLANNING PERMITS**

Case #	Description	Status
NO PLANNING PERMITS	NOT APPLICABLE	NOT APPLICABLE

REPORT PRINTED ON...Mon Jan 23 09:30:05 2012  
Version 120118



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

## Updated Lot Book

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

**Order Number:** **26521**

4080 Lemon Street  
 Riverside CA 92501

**Order Date:** 1/10/2012

**Dated as of:** 1/5/2012

**County Name:** Riverside

**Attn:** Brent Steele  
**Reference:** CV07-9936/Peeler Brenda  
**IN RE:** NELISSEN, CLINT

**FEE(s):**  
**Report:** \$60.00

**Property Address:** 49125 Cat Canyon Rd.  
 Palm Desert CA 92260

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. : 628-390-002-6

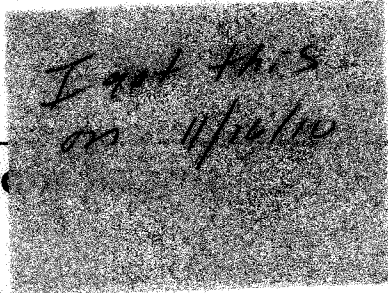
Assessments:	Land Value:	\$231,181.00
	Improvement Value:	\$50,255.00
	Exemption Value:	\$7,000.00
	Total Value:	\$274,436.00

Property Taxes for the Fiscal Year	2011-2012
First Installment	\$1,673.23
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2012)
Second Installment	\$1,673.23
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2012)

**EXHIBIT NO.**           C



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



Lot B

Order Number: **22881**

**Customer:**

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

Order Date: 11/1/2010  
 Dated as of: 10/29/2010  
 County Name: Riverside

Attn: Brent Steele  
 Reference: CV07-9936/SNunez/BHannah  
 IN RE: NELISSEN, CLINT

FEE(s):  
 Report: \$120.00

Property Address: 49125 Cat Canyon Rd  
 Palm Desert CA 92260

Assessor's Parcel No. : 628-390-002-6

**Assessments:**

Land Value:	\$229,454.00
Improvement Value:	\$49,881.00
Exemption Value:	\$7,000.00
Total Value:	\$272,335.00

**Tax Information**

Property Taxes for the Fiscal Year	2010-2011
First Installment	\$1,657.60
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2010)
Second Installment	\$1,657.60
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2011)





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

Order Number: 22881

Reference: CV07-9936/SNun

## Property Vesting

The last recorded document transferring title of said property

Dated	11/24/2008
Recorded	12/17/2008
Document No.	2008-0659347
D.T.T.	\$308.00
Grantor	Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust, 2006-2
Grantee	Clint Nelissen, an unmarried man

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	12/31/2009
Recorded	01/08/2010
Document No.	210-0008301
Amount	\$222,424.00
Trustor	Clint Nelissen, an unmarried man
Trustee	Fidelity National Title Ins. Co.
Beneficiary	Wells Fargo Bank, N.A.

## Additional Information

Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Clint Nelissen
Case No.	CV07-9936
Recorded	12/03/2009
Document No.	2009-0622649



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

Order Number: 22881

Reference: CV07-9936/SNun

---

## Legal Description

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

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ALL OIL GAS, AND OTHER MINERAL DEPOSITS, TOGETHER WITH THE RIGHT TO PROSPECT FOR MINE, AND REMOVE THE SAME AS RESERVED IN THE PATENT ISSUED BY THE UNITED STATES OF AMERICA, RECORDED JANUARY 6, 1953, IN BOOK 1429, PAGE 396.

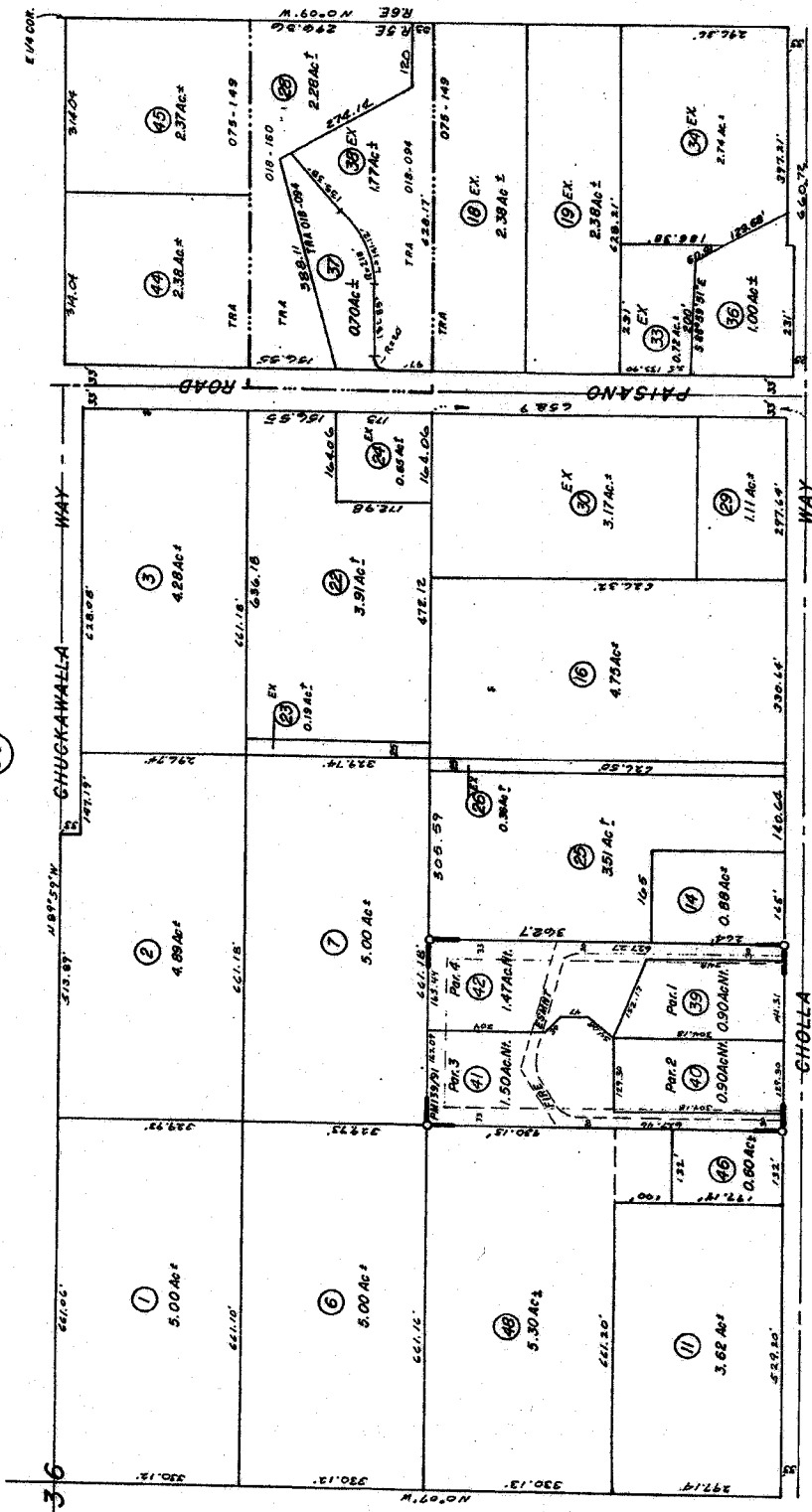
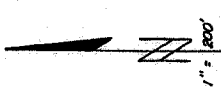
ALSO EXCEPT THE NORTH 33.00 FEET OF THE EAST 141.19 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE IN THE DEED RECORDED MAY 13, 1976, IN OFFICIAL RECORDS AS INSTRUMENT NO. 66225.

686-39  
628-39

T.R.A. 075-149  
018-034  
018-160

N 1/2 SE 1/4 SEC. 36, T.5 S. R.5 E.

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY



DATE	NO.	NO.	NEW	NO.
8-23	9	82	84	
"	15	85	86	
9-23	9	87	88	
9/23	17	89	90	
"	20	91	92	
12/23	20	93	94	
"	31	95	96	
3/23	31	97	98	
12/23	15	99	100	
9/23	41	101	102	
"	42	103	104	

DATE	NO.	NO.	NEW	NO.
7/23	12	105	106	
7/23	10	107	108	

P.M. 139/91-92 Parcel Map No. 20605

OCT. 1982 SC

DATA: RR 15/51  
RR 43/63  
L.L.A. 2720

ASSESSOR'S MAP BK. 628 PG. 39  
RIVERSIDE COUNTY, CALIF.

158 J  
LEI Title Company (CA)

RECORDING REQUESTED BY:  
Fidelity National Title

AND WHEN RECORDED MAIL TO:

Clint Nelissen  
49125 Cat Canyon Road  
Palm Desert, CA 92260

DOC # 2008-0659347  
12/17/2008 08:00A Fee: 22.00  
Page 1 of 2 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			2						
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					T. 5		CITY	UNI	039

ESCROW NO: 002135-LE

Title Order No.: K861264  
TRA 075-149

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
DOCUMENTARY TRANSFER TAX is \$308.00  
 computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale.  
 Unincorporated area  City of AND ~~NO~~

22  
T-8

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

Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust, 2006-2

hereby GRANT(s) to:

Clint Nelissen, an unmarried man

the real property in the County of Riverside, State of California, described as:  
The North Half of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 36,  
Township 5 South, Range 5 East, as more particularly described hereto and hereof in the attached document  
marked Exhibit "One"  
Also Known as: 49125 Cat Canyon Road, Palm Desert, CA 92260  
AP#: 628-390-002

DATED November 24, 2008  
STATE OF CALIFORNIA  
COUNTY OF Orange  
On December 02, 2008  
before me, Rocio Guillen  
A Notary Public in and for said State personally appeared  
Lee Holbein  
Officer

Deutsche Bank National Trust Company, as Indenture  
Trustee, for New Century Home Equity Loan Trust,  
2006-2  
By: Carrington Mortgage Services, LLC as attorney in  
fact

By: [Signature]  
Lee Holbein, Officer

who proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State  
of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.



Signature [Signature] (Seal)  
MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

**EXHIBIT "ONE"**

**LEGAL DESCRIPTION**

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ALL OIL GAS, AND OTHER MINERAL DEPOSITS, TOGETHER WITH THE RIGHT TO PROSPECT FOR MINE, AND REMOVE THE SAME AS RESERVED IN THE PATENT ISSUED BY THE UNITED STATES OF AMERICA, RECORDED JANUARY 6, 1953, IN BOOK 1429, PAGE 396.

ALSO EXCEPT THE NORTH 33 FEET OF THE EAST 141.19 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE IN THE DEED RECORDED MAY 13, 1976, IN OFFICIAL RECORDS AS INSTRUMENT NO. 66225.

12/11/10

DOC # 2010-0008301  
01/08/2010 08:00A Fee:63.00  
Page 1 of 16  
Recorded in Official Records  
County of Riverside  
Larry W. Hard  
Assessor, County Clerk & Recorder

Recording Requested By: **LSI**  
WELLS FARGO BANK, N.A.  
Recording requested by: **LSI**  
When recorded return to :  
Custom Recording Solutions  
2550 N. Redhill Ave. **7011228**  
Santa Ana, CA 92705  
800-756-3524 Ext. 5011



Prepared By:  
WELLS FARGO BANK, N.A.

3476 STATEVIEW BLVD., PORT  
MILL, SC 297150000

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			102		1				
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
							T:	CTY	UNI

[Space Above]

### DEED OF TRUST

03  
T  
042

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **DECEMBER 31, 2009** together with all Riders to this document.
- (B) "Borrower" is **CLAY NELSON** AN UNMARRIED MAN

Borrower's address is **12700 DAVIS RD.**  
**PALM DESERT CA 92260**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **WELLS FARGO BANK, N.A.**

Lender is a **NATIONAL ASSOCIATION** organized and existing under the laws of **THE UNITED STATES**

0116872243

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Wolters Kluwer Financial Services  
VMP<sup>SM</sup>-6(CA) (0711)

Form 3005 1/01

NMFL 3005R (RCAC) Rev 3/2009

Page 1 of 15

Initials:



Lender's address is **P.O. BOX 11761, NEWARK, NJ 071014701**

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **FEDERAL NATIONAL TITLE INS CO**  
**17912 VON KARMAN SUITE 200 IRVINE CA 92614**

(E) "Note" means the promissory note signed by Borrower and dated **DECEMBER 31, 2009**.  
The Note states that Borrower owes Lender **TWO HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED TWENTY FOUR AND 00/100** Dollars

(U.S. \$ \*\*\*\*\*222,424.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JANUARY 01, 2040**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of RIVERSIDE :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT A ATTACHED HERETO TAX PARCEL NUMBER: 628-390-002

TAX STATEMENTS SHOULD BE SENT TO: ~~WELLS FARGO HOME MORTGAGE, P.O. BOX 11001, NEWARK, NJ 07101-1701~~

Parcel ID Number: 628390002-6  
49125 CAT CANYON ROAD  
PALM DESERT  
("Property Address"):

which currently has the address of  
[Street]  
[City], California 92260 [Zip Code]

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

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP<sup>SM</sup>-6(CA) (0711)

Page 3 of 15

Initials: 

Form 3005 1/01

Public Record



currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA



requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

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

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

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above. A copy of any Notice of Default and any Notice of Sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded.

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

Witnesses:

\_\_\_\_\_  
CLINT NELISSEN (Seal)  
-Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

State of California  
County of *Riverside*

On *Dec 17, 2009*

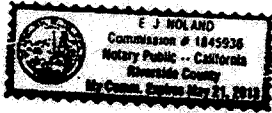
CLINT NELISSEN

before me, *E J NOLAND*, Notary Public } ss.  
personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*E J Noland* (Seal)  
*E. J. Noland*



*E. J. Noland*  
*comm # 1845936*  
*Riverside co.*  
*exp. may 21, 2013*  
*FIN*

Order ID: 7811228  
Loan No.: 0116872243

**EXHIBIT A  
LEGAL DESCRIPTION**

The following described property:

The north half of the northeast quarter of the northwest quarter of the southeast quarter of Section 36, Township 5 south, Range 5 east, San Bernardino Meridian, in the County of Riverside, State of California, according to the official plat thereof.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances below a depth of 500 feet without rights of surface entry, as reserved in instrument of record.

Also except the north 33 feet of the east 141.19 feet as conveyed to the County of Riverside in the Deed Recorded May 13, 1976, in Official Records as Instrument no. 66225.

Assessor's Parcel Number: 628-390-002

When recorded please mail to:  
 Riverside County Code Enforcement  
 31290 Plantation Dr.  
 Thousand Palms, CA 92276  
 Mail Stop # 4016

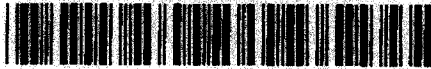
DOC # 2009-0622649

12/03/2009 08:00A Fee:NC

Page 1 of 1

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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M	A	L	465	426	PCOR	NCOR	SMF	NGHG	EXAM
nochg-cc						T:	CTY	UNI	800

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C  
800

**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of  
 Clint Nelissen )

Case No.: CV07-9936

**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 15.08.010 and 15.12.022(J)(2) section 3313.7) described as Construction without permit-electric and enclosed windows(x2) and Grading without permit/Stockpiling. Such Proceedings are based upon the noncompliance of such real property, located at 49125 Cat Canyon Rd, Palm Desert, CA, and more particularly described as Assessor's Parcel Number 628-390-002 and having a legal description of 4.89 ACRES M/L IN POR SE ¼ of Section 36 T5S R5E, Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.08.010 and 15.12.022(J)(2) section 3313.7).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 31290 Plantation Dr., Thousand Palms, CA 92276, Attention Code Enforcement Officer Brenda Hannah (760) 343-4150.

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

COUNTY OF RIVERSIDE  
 DEPARTMENT OF CODE ENFORCEMENT

By: *Dave Lawless*  
 Dave Lawless  
 Code Enforcement Division

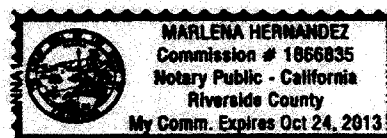
**ACKNOWLEDGEMENT**

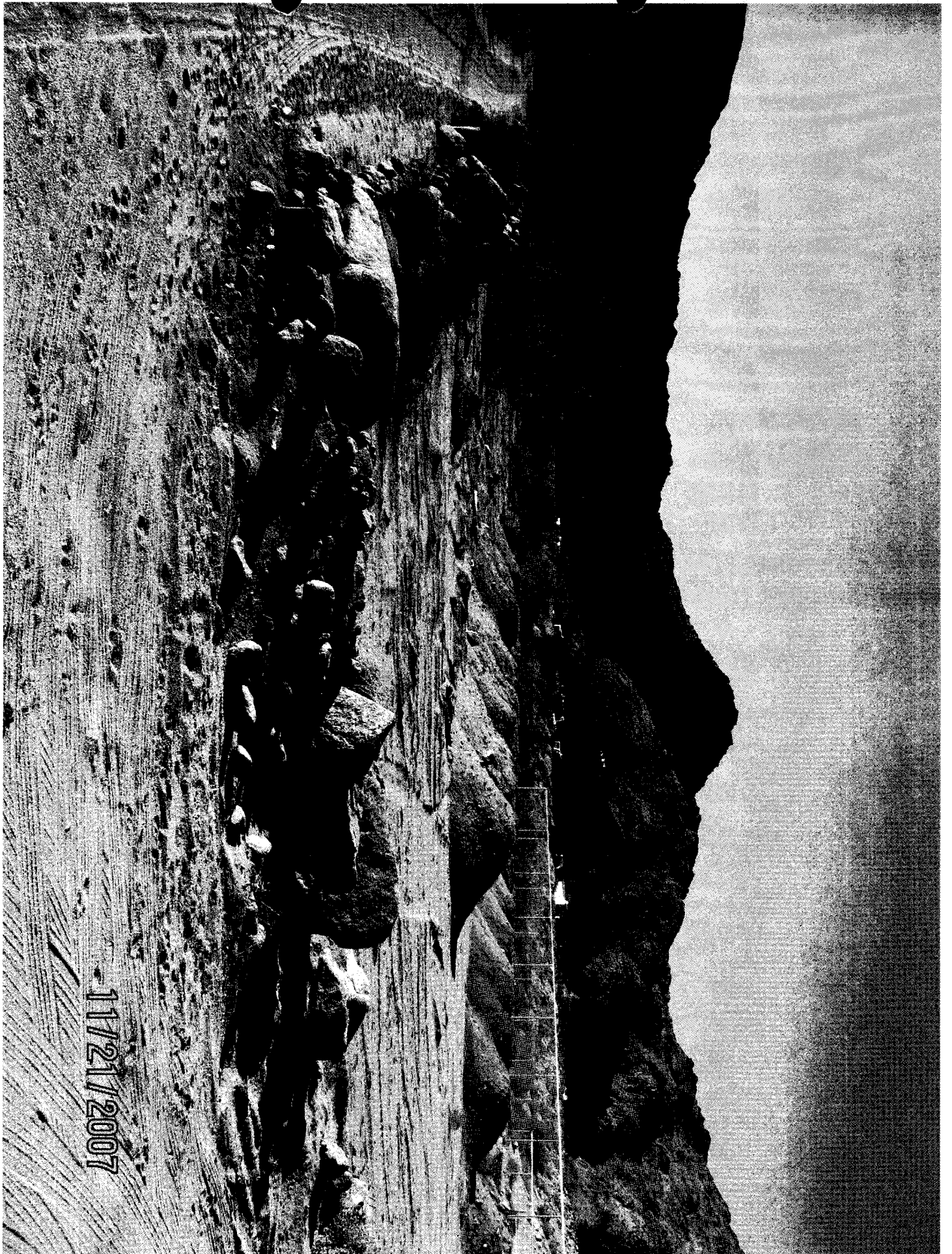
State of California )  
 County of Riverside )

On 10/2/09 before me, Marlena Hernandez, Notary Public, personally appeared Dave Lawless who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal,  
*M Hernandez*  
 Commission # 1866835 Comm. Expires Oct 24, 2013

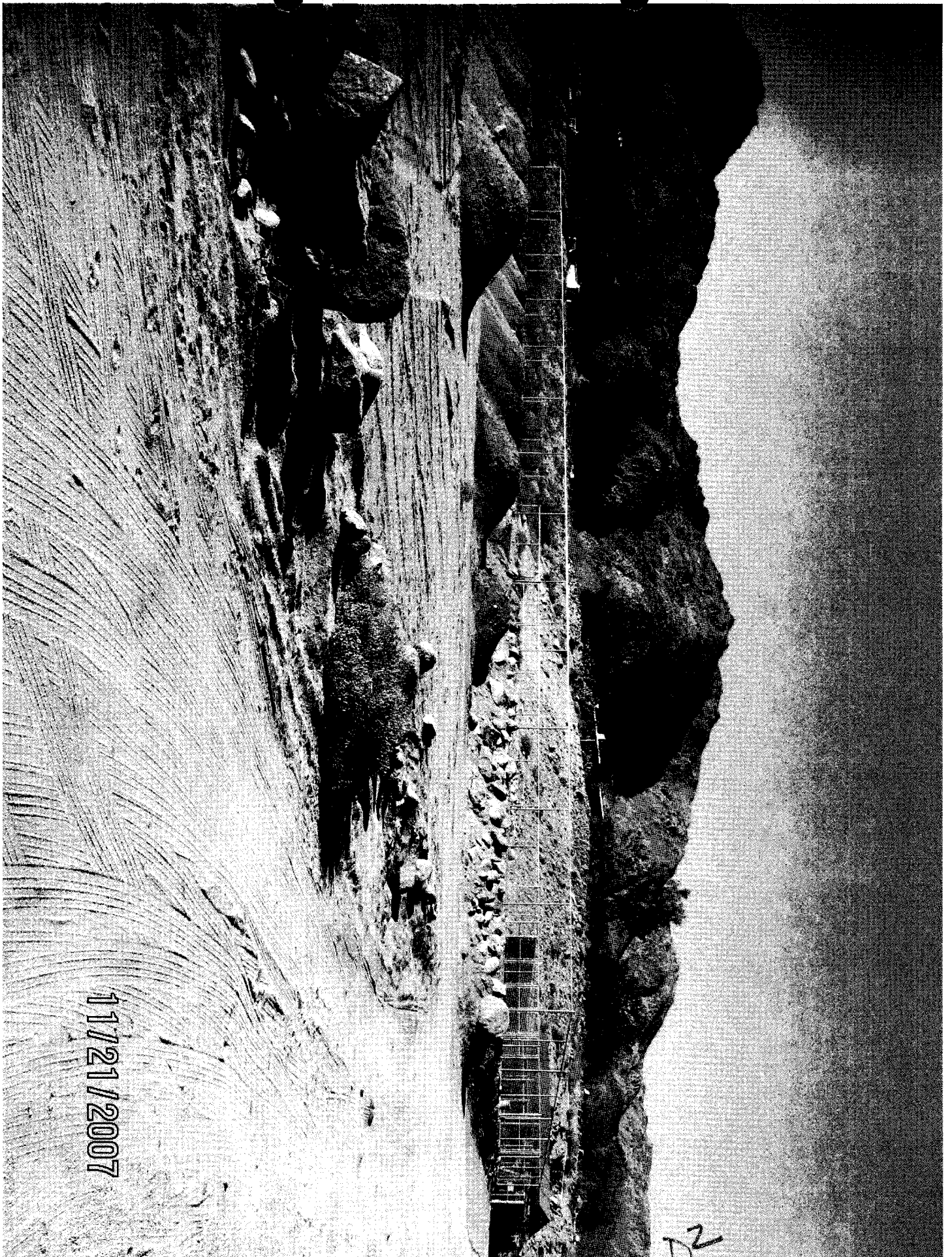




KA  
CV07993C

11/21/2007

EXHIBIT NO.



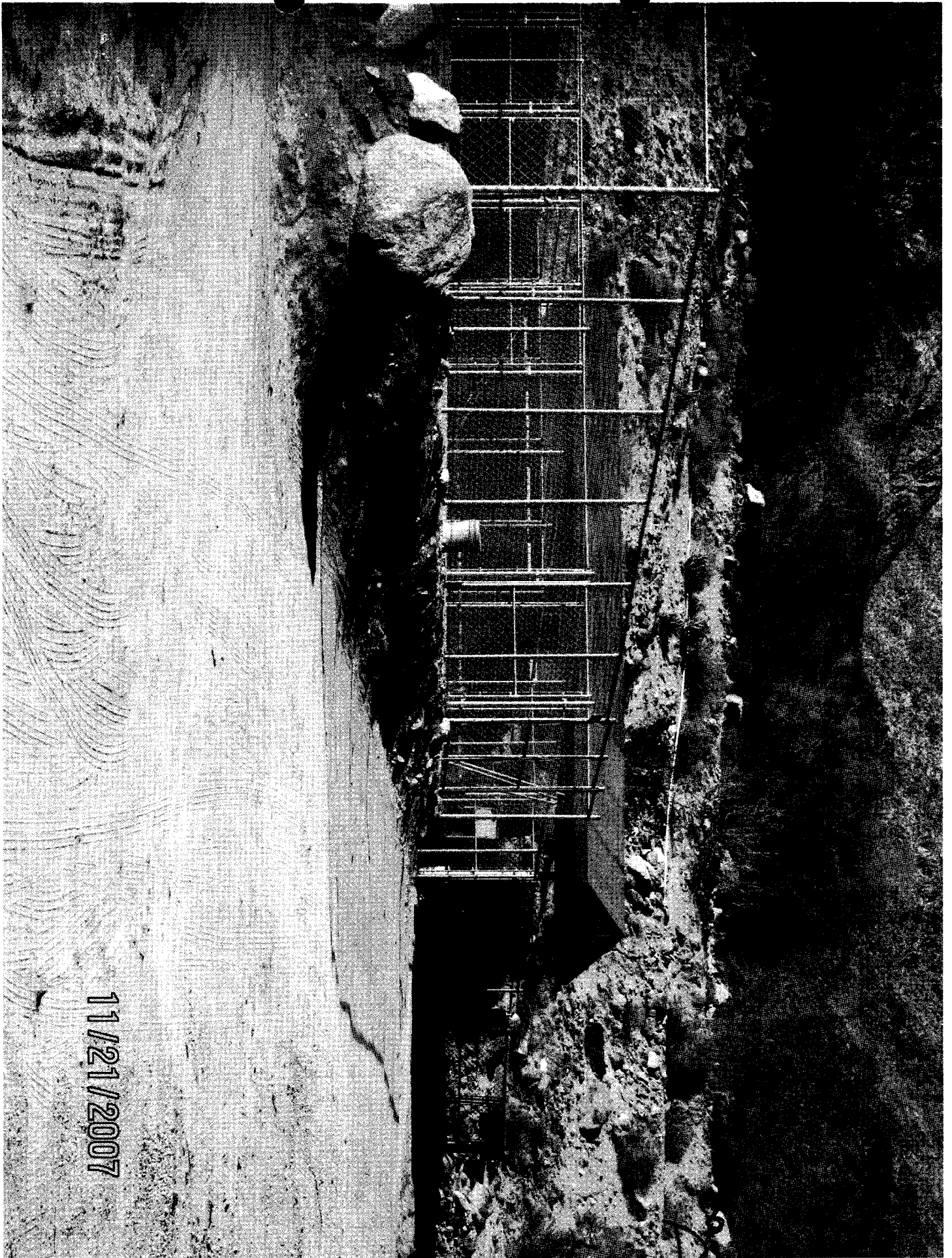
BA00099936

11/21/2007

DZ

EXHIBIT NO. \_\_\_\_\_





11/21/2007

BA C0099934

EXHIBIT NO. \_\_\_\_\_

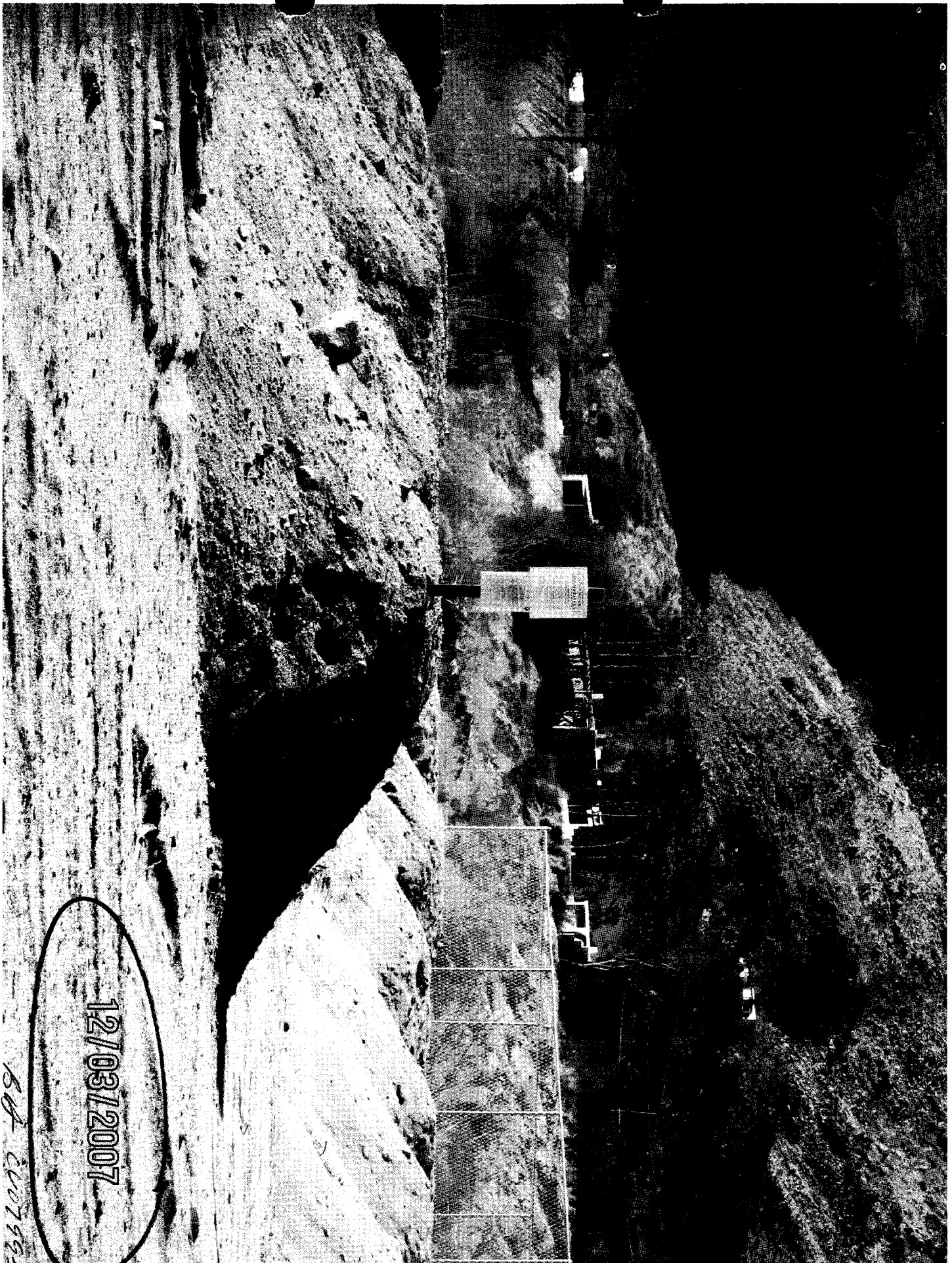
APPROX 5 TONK PILES = 32' W X 104' L X 2' H = 6656 SQ FT = 246.5 CY  
APPROX PAD = 32' X 104' X 2' = 6656 SQ FT = 246.5 CY TOTAL OF 493 CY

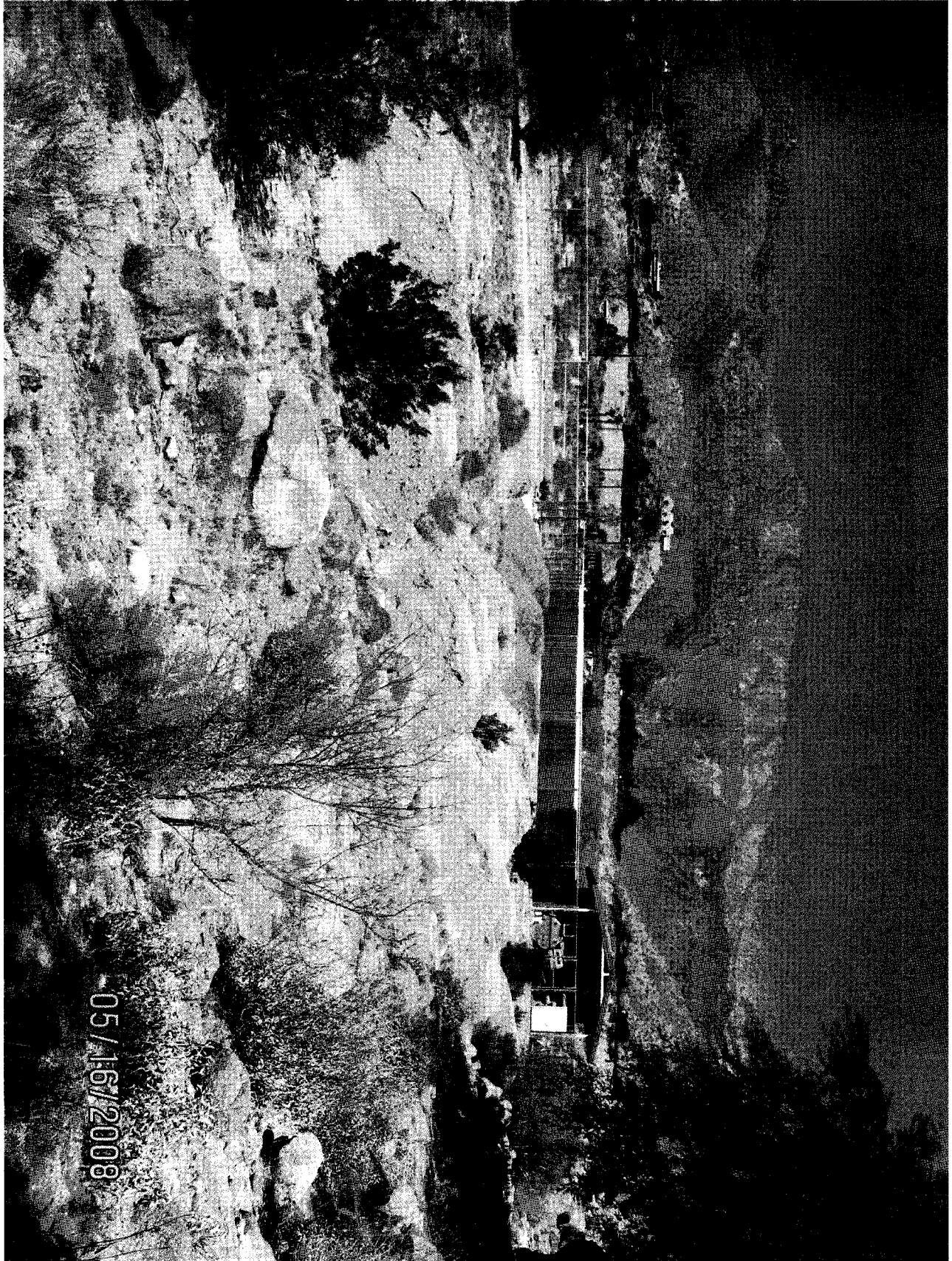
CLINT WAS TOLD ON 11-18-08 OF VIOLATIONS.

BA CIV 79934

12/03/2007

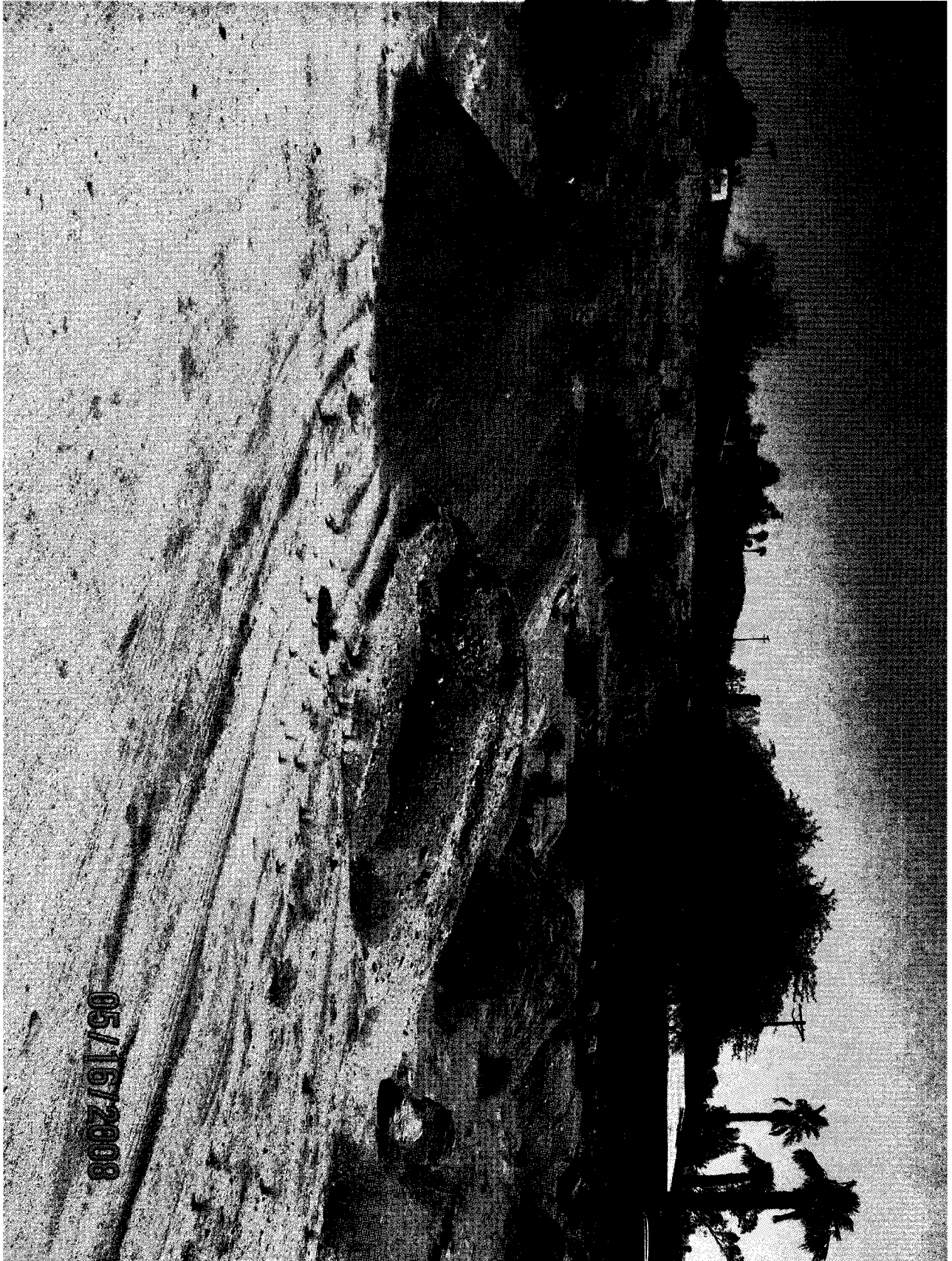
EXHIBIT NO. D4





RA 20079936

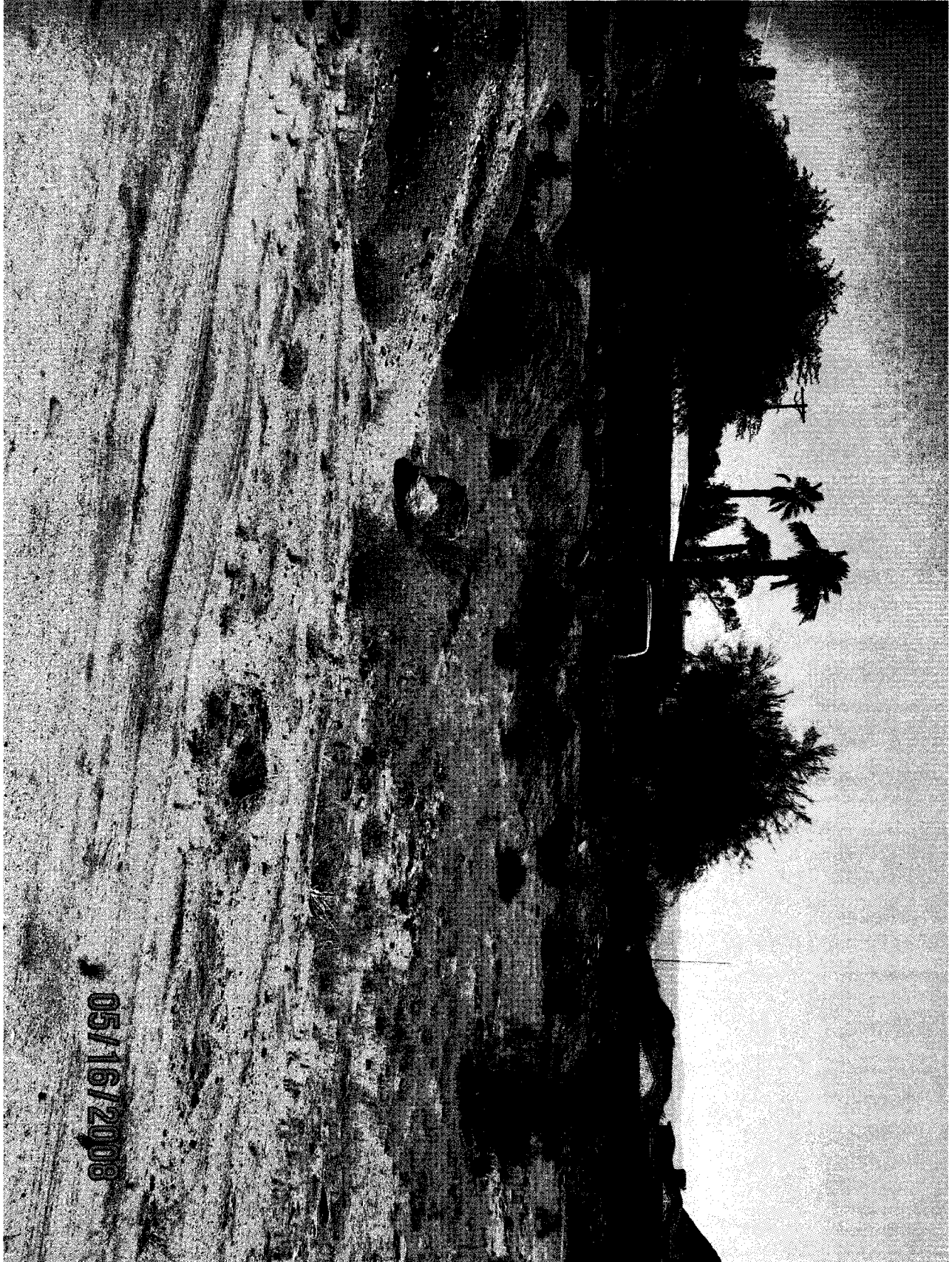
EXHIBIT NO. DS



BAF 07993C

05/16/2008

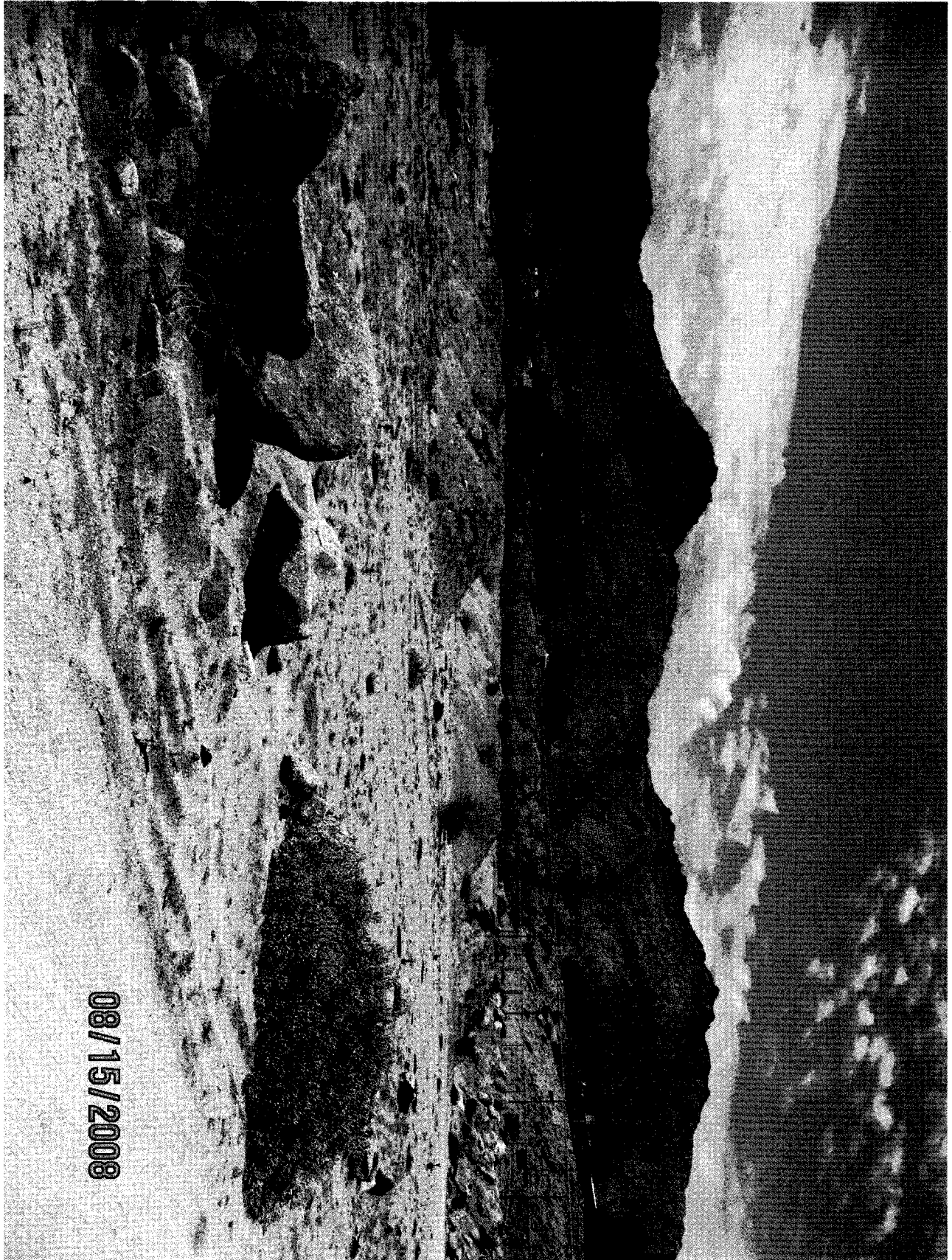
EXHIBIT NO.     D6



05/16/2008

BA-CC073930

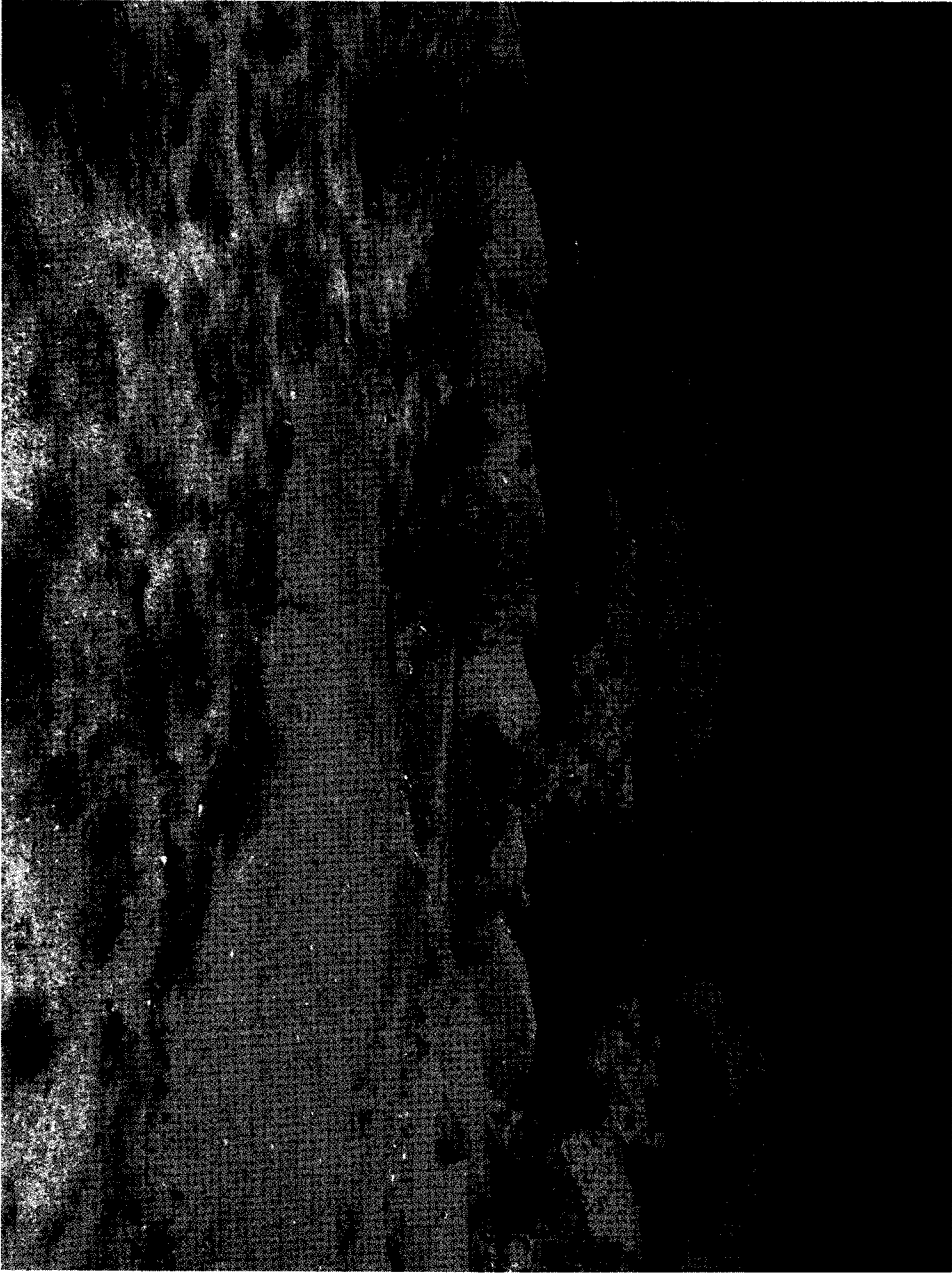
EXHIBIT NO. D7



08/15/2008

BIA C0079930

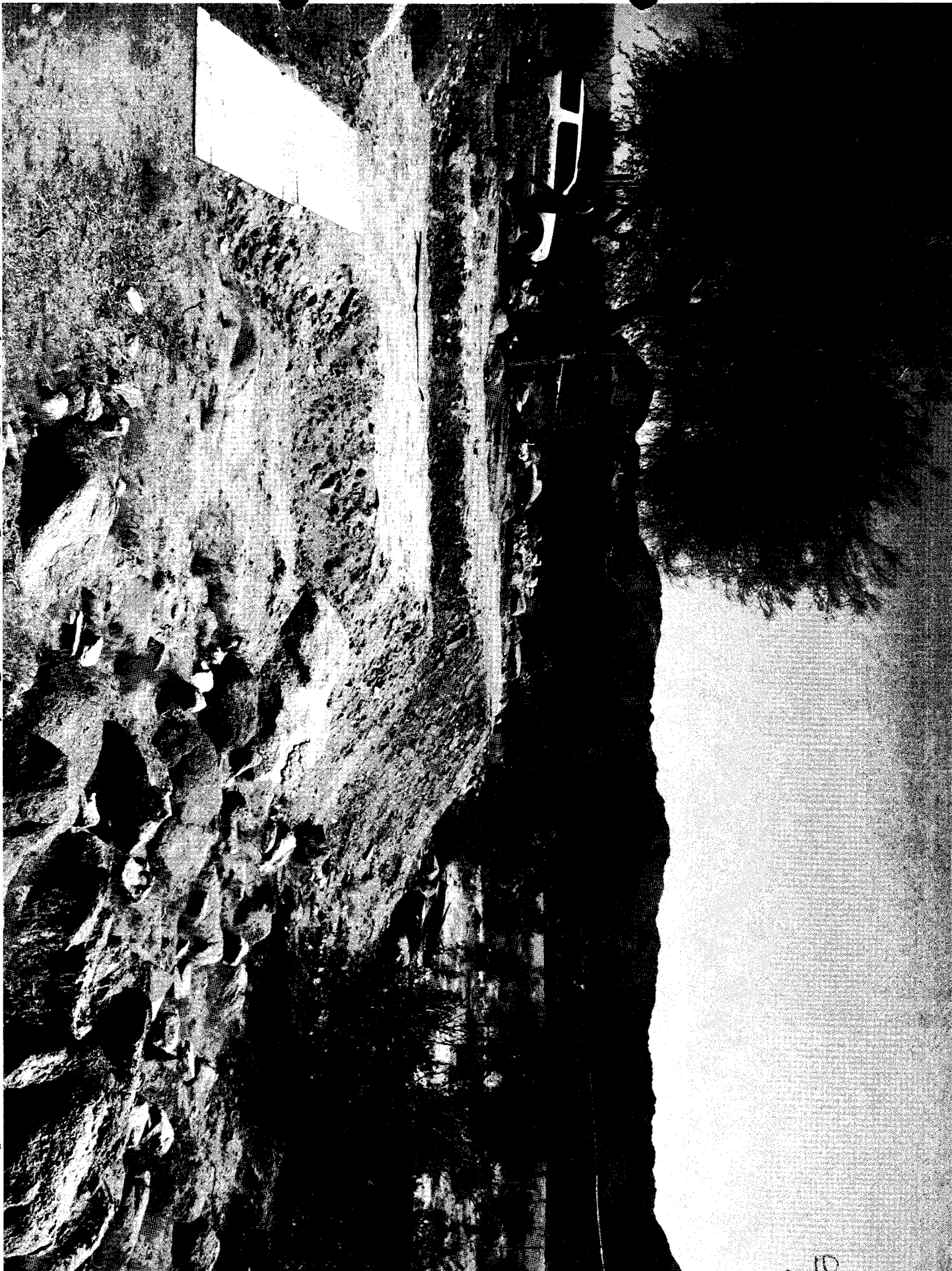
EXHIBIT NO. D8



RA 0107943C

9-22-09

EXHIBIT NO. D<sup>9</sup>



DIRT ADDED TO SMALL PAD IN FRONT OF MAIN HOUSE, TRACKS  
LEADING BACK AND FORTH TO STOCK PILES

BA 20070930  
9-22-09

EXHIBIT NO. D10





COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 07-9936

THE PROPERTY AT: 49125 Curt Cyn, Rd P.D APN#: 628-390-002  
WAS INSPECTED BY OFFICER: B. Hannah ID#: 48 ON 9/17/09 AT 1245 am/pm

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

<input type="checkbox"/>	5.28.040 (RCO 593)	<b>Excessive Yard Sales</b> - Cease yard sale. Limit of 3 yard sale events, not over 3 consecutive days, per year.	<input type="checkbox"/>	17.252.030 (RCO 348)	<b>Unpermitted Outdoor Advertising Display</b> - Obtain a permit from the Planning Dept. or remove display.
<input type="checkbox"/>	8.28.030 (RCO 821)	<b>Unfenced Pool</b> - Install or provide adequate fencing to secure the pool.	<input type="checkbox"/>	17.172.205 (RCO 348)	<b>Prohibited Fencing</b> - Remove fence. Fences shall not be constructed of garage doors, tires, pallets or other materials not typically used for the construction of fences.
<input type="checkbox"/>	8.120.010 (RCO 541)	<b>Accumulated Rubbish</b> - Remove all rubbish & dispose of in an approved legal landfill.	<input type="checkbox"/>	17. (RCO 348)	<b>Excessive Outside Storage: Storage of Unpermitted Mobile Home(s) Not Allowed</b> - Remove unpermitted mobile home(s) from the property.
<input checked="" type="checkbox"/>	15.08.010 (RCO 457)	<b>Unpermitted Construction</b> - Cease construction. Obtain the appropriate permits from the Bldg. & Safety and Planning Departments or demolish the <u>Closed up windows Rehab MAIN structure, etc, Framing</u>	<input type="checkbox"/>	17. (RCO 348)	<b>Occupied RV/Trailer</b> - Cease occupancy & disconnect all utilities to RV/Trailer.
<input checked="" type="checkbox"/>	15.12.020(J)(2) (RCO 457)	<b>Unapproved Grading/Clearing</b> - Cease grading/clearing/stockpiling/importing fill. 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. <u>stockpiles over 50CY Sec. 33.13.7</u>	<input type="checkbox"/>	17. (RCO 348)	<b>Excessive Animals</b> - Remove or reduce the number of _____ to less than _____.
<input type="checkbox"/>	15.16.020 (RCO 457)	<b>Substandard Structure</b> - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects or demolish the structure.	<input type="checkbox"/>	17. (RCO 348)	<b>Unpermitted Land Use:</b> _____ Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations.
<input type="checkbox"/>	15.48.010 (RCO 457)	<b>Unpermitted Mobile Home</b> - Vacate mobile home. Obtain the appropriate permits from the Planning Dept. & Dept. of Bldg. & Safety prior to occupancy or remove Mobile Home.	<input type="checkbox"/>	17. (RCO 348)	<b>Excessive Outside Storage</b> - Remove or reduce all outside storage to less than _____ square feet at the rear of the property.
<input type="checkbox"/>	15.48.040 (RCO 457)	<b>Substandard Mobile Home/Trailer/RV</b> - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects and Title 25 or demolish the Mobile Home/Trailer/RV.	<input type="checkbox"/>		

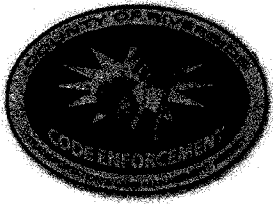
COMMENTS: owner called on property about grading violation, explained to him on 11/18/08 (clint) knew of violation when bought property.

**IMPORTANT!** CORRECTION(S) MUST BE COMPLETED BY: 10/17/09. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION. YOU MAY BE CITED EACH DAY THAT THE VIOLATION(S) EXIST BEYOND THE CORRECTION DATE. IN ADDITION, OTHER ENFORCEMENT ACTION, PENALTIES AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR THE ABATEMENT AND ENFORCEMENT COSTS MAY RESULT IF COMPLIANCE IS NOT ACHIEVED BY THE CORRECTION DATE.

**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 RIVERSIDE COUNTY ORDINANCE 725 AND RIVERSIDE COUNTY CODE I.16.

SIGNATURE \_\_\_\_\_ EXHIBIT NO. E DATE \_\_\_\_\_  PROPERTY OWNER  TENANT

CDL/CID# \_\_\_\_\_ O.B. \_\_\_\_\_ TEL. NO. \_\_\_\_\_  POSTED



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**JOHN BOYD**  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

September 24, 2009

RE CASE NO: CV079936

I, Brenda Hannah, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 4080 Lemon Street, 12th Floor, Riverside, California 92501 .

That on 09/17/2009 at 12:45PM, I securely and conspicuously posted

at the property described as:

**Property Address:** 49125 CAT CANYON RD, PALM DESERT

**Assessor's Parcel Number:** 628-390-002

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

Executed on September 24, 2009 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

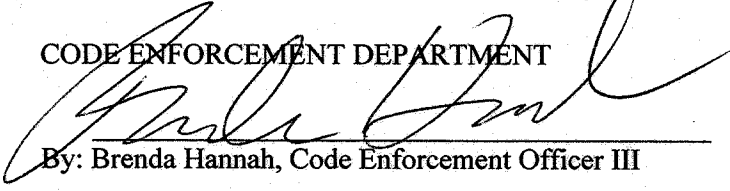
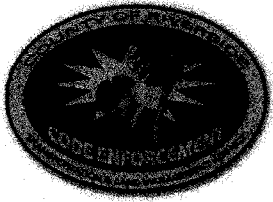
  
By: Brenda Hannah, Code Enforcement Officer III

EXHIBIT NO. E<sup>2</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**JOHN BOYD**  
Director

**NOTICE OF VIOLATION**

September 24, 2009

CLINT NELISSEN  
49125 CAT CANYON RD  
PALM DESERT, CA 92260

RE CASE NO: CV079936

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 49125 CAT CANYON RD, PALM DESERT California, Assessor's Parcel Number 628-390-002, is in violation of Section(s) RCC Section No. 15.12.020.J.2 (Ord 457) , 15.08.010 (Ord 457) , of the Riverside County Code.

**Said violation is described as:**

- 1) 15.12.020.J.2/Sec.3313.7 (Ord 457) - No person shall conduct any grading or clearing of any kind without first obtaining a grading/stockpiling permit from the building official, except in accordance with the specific exemptions listed in Ord 348.
- 2) 15.08.010 (Ord 457) - No use that requires a permit or approval of any kind under the provisions of this title shall be established or operated until the permit or approval is finally granted and all required conditions of the permit or approval have been completed.

**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.
- 2) Obtain permits for upgrade elc panel/enclosing windows

**COMPLIANCE MUST BE COMPLETED BY** October 23, 2009. **FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

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

**YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF 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

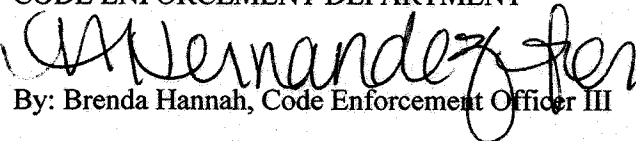
  
By: Brenda Hannah, Code Enforcement Officer III

EXHIBIT NO.       E<sup>3</sup>



U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at [www.usps.com](http://www.usps.com)®  
**OFFICIAL USE**

7099 0820 0001 5251 7009 0820 0280 6002

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

Postmark Here

Tr **Clint Nelissen**  
 49125 Cat Canyon Rd  
 Palm Desert, CA 92260  
 CV079936 BH (gwp)

Ser  
 Str  
 or I  
 City

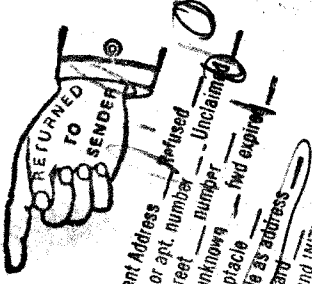
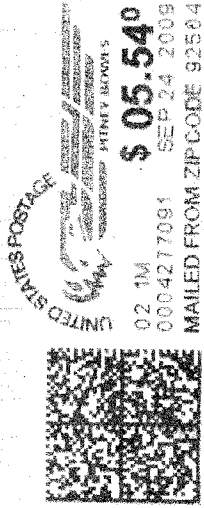
PS Form 3800, August 2006 See Reverse for Instructions

**CERTIFIED MAIL™**

**COUNTY OF RIVERSIDE**  
 Code Enforcement Department  
 90 Plantation Drive  
 Thousand Palms, CA 92276



7009 0820 0001 6754 8601



Insufficient Address  
 No space or apt. number  
 No such street  
 Attempted unknown number - Unclaimed  
 No mail receptacle  
 Not deliverable as address  
 Unable to forward  
 Route number and INITIALS  
 Do Not Remain in This Envelope

Clint Nelissen  
 49125 Cat Canyon Rd  
 Palm Desert, CA 92260  
 CV079936 BH (gwp)

*File Complaint at R.  
 Thousand Palms CA 92276*



EXHIBIT NO. 715



# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



George Johnson  
Agency Director

Katherine Gifford  
Director,  
Administrative  
Services Dept.

Ron Goldman  
Director,  
Planning  
Department

Juan Perez  
Director,  
Transportation  
Department

Nick Anderson  
Director,  
Building & Safety  
Department

Jay E. Orr  
Director,  
Code Enforcement  
Department

Carolyn Syms Luna  
Director,  
Environmental  
Programs Dept.

## Illegal Grading Notification Rev 12/04/07

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 (**estimated cost \$3000 to \$7000**), 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 of 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 restoration Plan 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 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.

Riverside County Building and Safety  
Citation Processing Center  
PO Box 7275  
Newport Beach, CA 92658

NELISSEN, CLINT  
49125 CAT CYN  
PALM DESERT, CA 92260

ADMINISTRATIVE CITATION HEARING REQUEST NOTIFICATION

Date:	12/3/2009	Agency:	RIVERSIDE COUNTY CODE ENFORCEMENT
Resp. Party:	NELISSEN, CLINT	Case Number(s):	CV079936
Citation:	A27044	Balance Due:	200.00
Cite Date	11/10/2009		

Thank you for your recent request for an Administrative Hearing for citation A27044. Your request has been returned to you for the following reason(s):

The Hearing Request and/or total amount of the deposit was not received within the specified timeframe of twenty (20) days from the date of issuance of the citation. The RIVERSIDE COUNTY CODE ENFORCEMENT will not deviate from this General Provision (Appeal of Administrative Citation) of the Municipal / County Code. The citation was issued on 11/10/2009 10:25:00 AM. Your Hearing Request was received on 12/02/09.

**While we certainly understand the circumstances surrounding your situation, we do not have the authority to dismiss or make other arrangements for debts due the City/County.**

If you wish further clarification on this matter, please call our office at (800) 861-7422 between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Thank you for your prompt attention.

cc: RIVERSIDE COUNTY CODE ENFORCEMENT

EXHIBIT NO. \_\_\_\_\_

E<sup>7</sup>





the citation said that I only had 20 days to appeal so I tried to contact Officer Hannah on 11/11/09, 11/12/09, 11/13/09 and did not receive a call back until 11/16/09. I let her know at that time that I did not have a copy of the appeal information, and she finally faxed it over to me. I feel that I have not been given the full 20 days afforded to file an appropriate appeal since I was not provided with the information regarding the appeal process until almost a full week after the time the citation was issued. The lack of communication and responsiveness from the Code Enforcement office throughout this whole process is making this issue a great deal more difficult to resolve, and responsible home owners such as myself are being unfairly penalized as a result.

Again, I am and have been willing to apply for the proper permits, however I don't feel that I should be required to pay this penalty since Code Enforcement was unable to clearly direct what type of action was needed to correct the issue.

Thank you,



Clint Nelissen

EXHIBIT NO. \_\_\_\_\_

E<sup>9</sup>

DEC 02 2009

To Whom It May Concern,

I am filing this appeal in regards to citation #A27044, for the property located at 49125 Cat Canyon Rd, Palm Desert CA. 92260, posted on 11/10/09.

The issue surrounding this citation is that I replaced a section of bad wire in my home, in which the insulation had been frayed, and was a potential fire hazard. I replaced approximately 10ft of wire from the electrical panel to a junction box inside the home. At the same time I was performing a very minor remodel of one bedroom of the home, which included switching the old standard electrical outlets and switches to a more modern "Decora" style. There were no new circuits added, nor were any breakers added or replaced inside the panel. The total cost of the electrical repairs were approximately \$50 at most. It was my estimation that the work involved should not have required an electrical permit to be issued. I performed all the work myself as an owner/contractor as I have done on other properties in the past, and in past situations this type of work has never necessitated a permit.

I received a stop work notice from Officer Brenda Hannah on 9/17/09 citing unpermitted electrical work. I contacted Code Enforcement immediately on 9/18/09 and talked with Officer Hector Herrera who told me that Brenda was not in the office and that he would look over the information with her and give me a call back the following week. I met with and talked to Officers Herrera and Hannah at my property on 9/22/09 where they took a look at

done. Officer Herrera stated that the work that was done was I could not tell me if the work would require a permit or not, and that I Building and Safety to clarify. I contacted Building and Safety the day after a woman named Diane, who said that she wasn't sure what kind of repair work for an existing electrical system and that she would get Officer Hannah to clarify and would pass along the information to her Officer Hannah who would be able to let me know what exactly I would or would not receive a call back from Dave Helsman, so I proceeded to leave multiple times on 9/24/09, 2/25/09, and 9/27/09 requesting a call back so I could take a call back or received any phone calls back from Dave Helsman, nor any calls from Officer Hannah after my initial attempts to clarify whether I needed to get an electrical repair that was done. I then received a citation on 11/10/09 from Officer Hannah stating "We have not heard from you, no permits?". I made an effort to find out what exactly I needed to obtain from Building and Safety from Officer Lyman on 11/16/09 who expressed that he "didn't want to make an electrical permit if it was only basic repair work". He then spoke to Officer Lyman who told him that I had replaced all the wiring in the house, at which Officer Lyman would just get an electrical permit and be done with it.

The citation is issued unjustly and erroneously on the premise that there was an issue whether or not the work that had been done at the property was in violation. I was never told in any concise manner that the work that I had done was in fact in violation, or exactly what type of permit I was required to get for that I feel that this citation is without warrant. I feel that I should have get the information from various officers and offices of the county before I did nothing other than confusion and miscommunication from everyone. I am willing to get the required permits if that be the case, but I am sure that I was not aware that the work that was done required a permit. It is my part to find out when this citation was issued.

The citation that Officer Hannah left at my door was a green citation which did not include the information to appeal. I noticed that

CLINT E NEILSEN  
 72840 DAVIS RD  
 PALM DESERT, CA 92260-6523

1241  
 16-24/220 4434  
 911631553

Pay to the Order of COUNTY OF RIVERSIDE \$ 200.00  
TWO HUNDRED DOLLARS & NO/100  
 Dollars

11/30/2009  
 Date

WELLS FARGO BANK, N.A.  
 Member FDIC  
 California  
 Member FDIC

For \_\_\_\_\_

⑆ 122000247⑆ 911631553⑆ 012111

EXHIBIT NO. E<sup>10</sup>

CLINT NEUSSEN  
SAN BERNARDINO CA 924  
49125 CAT CANYON RD  
PALM DESERT CA 92660 DEC 2009 PM 6 1



COUNTRY OF RIVERSIDE  
DEPT. OF BUSINESS & SAFETY  
CHARTERED PROFESSIONAL CENTER  
P.O. BOX 7275  
NEWPORT BEACH CA 92658-7275

92658-7275

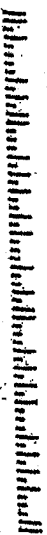


EXHIBIT NO. \_\_\_\_\_

E<sup>11</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

September 24, 2009

CLINT NELISSEN  
49125 CAT CANYON RD  
PALM DESERT, CA 92260

RE CASE NO: CV079936

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 49125 CAT CANYON RD, PALM DESERT California, Assessor's Parcel Number 628-390-002, is in violation of Section(s) RCC Section No. 15.12.020.J.2 (Ord 457) , 15.08.010 (Ord 457) , of the Riverside County Code.

**Said violation is described as:**

- 1) 15.12.020.J.2/Sec.3313.7 (Ord 457) - No person shall conduct any grading or clearing of any kind without first obtaining a grading/stockpiling permit from the building official, except in accordance with the specific exemptions listed in Ord 348.
- 2) 15.08.010 (Ord 457) - No use that requires a permit or approval of any kind under the provisions of this title shall be established or operated until the permit or approval is finally granted and all required conditions of the permit or approval have been completed.

**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.
- 2) Obtain permits for upgrade elc panel/enclosing windows

COMPLIANCE MUST BE COMPLETED BY October 23, 2009. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

**YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF 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

*Brenda Hannah*  
By: Brenda Hannah, Code Enforcement Officer III

EXHIBIT NO.           E<sup>12</sup>

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.

Wells Fargo Home Mortgage  
 PO Box 11701  
 Newark, NJ 0710014701  
 CV079936BH

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 details below:  No

DEC 13 2000

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

4. Restricted Delivery? (Extra Fee)  Yes

Article Number 7009 2250 0004 4830 8314  
 (Transfer from service label)  
 Domestic Return Receipt  
 PS Form 3811, February 2004 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

Wells Fargo Bank  
 3476 Stateview Blvd  
 Fort Hill, SC 297150000  
 CV079936BH

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 details below:  No

DEC 13 2000

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

4. Restricted Delivery? (Extra Fee)  Yes

Article Number 7009 2250 0004 4830 8291  
 (Transfer from service label)  
 Domestic Return Receipt  
 PS Form 3811, February 2004 102595-02-M-1540

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 details below:  No

DEC 13 2000

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

4. Restricted Delivery? (Extra Fee)  Yes

SENDER: COMPLETE THIS SECTION

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

Fidelity National Title Ins Co  
 17911 Von Karman Suite 200  
 Torrance, Ca 92614  
 CV079936BH

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 details below:  No

DEC 13 2000

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

4. Restricted Delivery? (Extra Fee)  Yes

Article Number 7009 2250 0004 4830 8307  
 (Transfer from service label)  
 Domestic Return Receipt  
 PS Form 3811, February 2004 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

Revenue Experts  
 Attn: Bill Fleming  
 4600 Campus Dr., Suite 203  
 Newport Beach, Ca 92660  
 CV079936BH

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 details below:  No

DEC 13 2000

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

4. Restricted Delivery? (Extra Fee)  Yes

Article Number 7009 2250 0004 4830 8284  
 (Transfer from service label)  
 Domestic Return Receipt  
 PS Form 3811, February 2004 102595-02-M-1540

EXHIBIT NO. E 13

7009 2250 0004 4830 8291

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$

Ret (Endorse) Wells Fargo Bank  
Restrict (Endorse) 3476 Stateview Blvd  
Fort Hill, SC 297150000  
Total F CV079936BH

Sent To  
Street, Apt. No., or PO Box No.  
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

7009 2250 0004 4830 8284

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$

Ret (Endorse) Revenue Experts  
Restrict (Endorse) Attn: Bill Fleming  
Total P 4600 Campus Dr., Suite 203  
Newport Beach, Ca 92660  
CV079936BH

Sent To  
Street, Apt. No., or PO Box No.  
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

7009 2250 0004 4830 8314

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$

(Enk) Wells Fargo Home Mortgage  
(Re) PO Box 11701  
(Enk) Newark, NJ 0710014701  
Tr CV079936BH

Sent To  
Street, Apt. No., or PO Box No.  
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

7009 2250 0004 4830 8307

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$  
Cer

Return R (Endorsement) Fidelity National Title Ins Co  
Restricted D (Endorsement) 17911 Von Karman Suite 200  
Irvine Ca 92614  
Total Postage CV079936BH

Sent To  
Street, Apt. No., or PO Box No.  
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

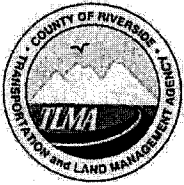
EXHIBIT NO. E14











**COUNTY OF RIVERSIDE  
TRANSPORTATION AND LAND MANAGEMENT AGENCY**



*George Johnson  
Agency Director*

*Kathy Gifford  
Director,  
Administrative  
Services Dept.*

*Ron Goldman  
Director,  
Planning  
Department*

*Juan Perez  
Director,  
Transportation  
Department*

*Mike Lara  
Director,  
Building & Safety  
Department*

*John Boyd  
Director,  
Code Enforcement  
Department*

*Carolyn Syms-Luna  
Director,  
Environmental  
Programs Dept.*

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**Desert Permit Assistance Center**

Mr. Clint Nelissen  
49125 Cat Canyon Rd.  
Palm Desert, CA 92260

May 5, 2010

Re:CV07-9936

Mr. Nelissen:

After review and consulting with other County agencies, it has been determined that a grading restoration is required for this property.

The initial deposit is \$2596.90 for the grading restoration process. Once the process is initiated, the site will be reviewed by the appropriate county agencies. There will be requirements based on the site evaluation by various departments including Environmental Programs, Building & Safety grading and Riverside County Flood.

If you have questions concerning the restoration process, please contact me @ 760 863-8267 or [BLyman@RCTLMA.org](mailto:BLyman@RCTLMA.org).

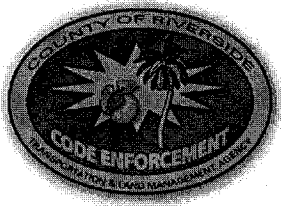
Sincerely,

Bob Lyman  
Regional Office Manager

CC:B. Hannah  
D. Lawless

EXHIBIT NO. \_\_\_\_\_

ELR



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

February 3, 2010

Mr. Clint Nelissen  
49125 Cat Cyn  
Palm Desert, Ca 92260

Administrative Citation:	A27044
Code Case Number:	CV079936
Location:	49125 CAT CYN, P.D. CA 92260

**YOU MUST ATTEND THIS HEARING**

At your request, an Administrative Citation Hearing has been scheduled for you as follows:

Date:	February 25, 2010
Time:	2:00 PM
Location:	County Administrative Center, 12 <sup>th</sup> Floor
	Conference Room 12C
	4080 Lemon Street
	Riverside CA 92501

In the event you need to reschedule or cancel your hearing, please contact (951) 955-2004 or fax your written request to (951) 955-8680 three (3) business days prior to the scheduled hearing date. In the interim, a copy of the above noted file will be sent to you and the hearing officer.

Sincerely,

Nelly Solis  
Supervising Accounting Tech

cc: Hearing Officer  
Code Enforcement Supervisor  
Administrative Services Officer

EXHIBIT NO. \_\_\_\_\_

E-19





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

Glenn Baude  
Director

February 29, 2012

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

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

Case No.: CV07-9936  
APN: 628-390-002; NELISSEN  
Property: 49125 Cat Canyon Road., Palm Desert

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 and 725 to consider the abatement of the grading without permits located on the SUBJECT PROPERTY described as 49125 Cat Canyon Road., Palm Desert, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 628-390-002.

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, April 10, 2012, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1<sup>st</sup> Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

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

**You are encouraged to contact Supervising Code Enforcement Officer David Lawless at (760) 393-3344 or Code Enforcement Officer, Stacy Baumgartner prior to the hearing. Please meet Stacy Baumgartner at 8:30 a.m. on the day of the hearing in the lobby of the 1<sup>st</sup> floor annex in front of the Clerk of the Board's Office to discuss the case.**

GLENN BAUDE  
DIRECTOR

  
CAROL LYNN ANDERSON  
Administrative Services Officer

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

EXHIBIT NO. 6

## NOTICE LIST

Subject Property: 49125 Cat Canyon Rd., Palm Desert  
Case No.: CV 07-9936; APN: 628-390-002; District 4/4

CLINT NELISSEN  
49125 CAT CANYON RD  
PALM DESERT CA 92260

WELLS FARGO BANK NA  
3476 STATEVIEW BLVD  
FORT MILL SC 29715-0000

FIDELITY NATIONAL TITLE INS CO  
17911 VON KARMAN  
IRVINE CA 92614

WELLS FARGO HOME MORTGAGE  
PO BOX 11701  
NEWARK NJ 07101-4701

EXHIBIT NO. \_\_\_\_\_

62

1 **PROOF OF SERVICE**

2 Case No. CV07-9936

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, Suite 500, Riverside, California 92501.

7 That on February 29, 2012, 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)**

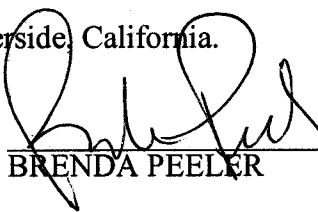
13 XX **BY FIRST CLASS MAIL.** I am "readily familiar" with the office's practice of collection  
14 and processing correspondence for mailing. Under that practice it would be deposited with  
15 the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside,  
16 California,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

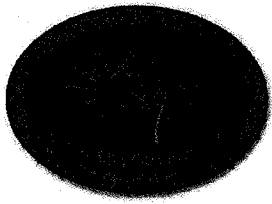
19 XX **STATE - I declare under penalty of perjury under the laws of the State of California that the  
20 above is true and correct.**

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 February 29, 2012, at Riverside, California.

24   
25 \_\_\_\_\_  
26 BRENDA PEELER

27  
28 EXHIBIT NO. 6<sup>3</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

GLENN BAUDE  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

March 6, 2012

RE CASE NO: CV079936

I, Brenda Hannah, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 38686 El Cerrito Road, Suite 200, Palm Desert, California 92211 .

That on 03/06/12 at 1:00pm, I securely and conspicuously posted Notice to Correct County Ordinance Violations and Abate Public Nuisance at the property described as:

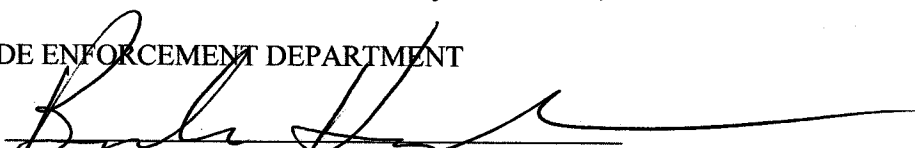
**Property Address:** 49125 CAT CANYON RD, PALM DESERT

**Assessor's Parcel Number:** 628-390-002

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

Executed on March 6, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By:   
Brenda Hannah, Code Enforcement Officer