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

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Departmental Concurrence

FROM: County Counsel

Code Enforcement Department

SUBMITTAL DATE: June 7, 2012

SUBJECT: Statement of Abatement Costs [Case No. CV09-10900]

Subject Property: 40325 Denise Road, Temecula; SHAUGHNESSY

APN: 915-710-013

District Three / District Three

RECOMMENDED MOTION: Move that the Board of Supervisors:

- assess the reasonable costs of abatement of a public nuisance (grading without permits) in the above-referenced matter to be one thousand, six hundred sixty-three dollars and ten cents (US \$1,663.10);
- assess the costs of abatement against the above-described subject property;
- (3) authorize the recordation of a notice of abatement lien;
- (4) authorize the abatement costs to be added to the tax roll as a special assessment; and
- (5) authorize and direct the Code Enforcement Department to take any reasonable actions to collect the amount owed.

PATRICIA MUNROE, Deputy County Counsel for PAMELA J. WALLS, County Counsel Current F.Y. Total Cost: In Current Year Budget: N/A **FINANCIAL Current F.Y. Net County Cost:** \$ N/A **Budget Adjustment:** N/A DATA **Annual Net County Cost:** For Fiscal Year: \$ N/A N/A SOURCE OF FUNDS: Positions To Be **Deleted Per A-30** Requires 4/5 Vote C.E.O. RECOMMENDATION: **APPROVE**

Policy Policy

x 🗷

Consent

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended with a revised amount of costs to \$1,000.00.

Ayes:

Buster, Tavaglione, Stone and Ashley

Navs:

None Benoit

County Executive Office Signature

Absent: Date:

Prev. Agn. Ref.:

June 19, 2012

XC:

Co. Co./CED

District: 3/3

Agenda Number:

9 3

Kecia Harper-Ihem

Clerk of the Board

By: Mook Doll

Statement of Abatement Costs [Case No. CV09-10900]
Subject Property: 40325 Denise Road, Temecula; SHAUGHNESSY

APN: 915-710-013

District Three / District Three

Page 2

BACKGROUND: Government Code § 25845, Riverside County Ordinance Nos. 457 and 725 authorize the recovery of abatement costs in public nuisance cases, the recordation of a notice of abatement lien and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

Notices of Violation and Administrative Citations were issued. Subsequently, the property owner brought the property into compliance.

The Notice of Hearing re Statement of Abatement Costs has been posted on the property and mailed to the property owner and all interested parties, as required by law. Copies of all relevant notices issued in this matter together with proof of service and posting have been separately filed with the Clerk of the Board and are made a part of the record herein, pursuant to Riverside County Ordinance 725.

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

FROM:

County Counsel

Code Enforcement Department

SUBJECT:

Statement of Abatement Costs [Case No. 09-10900]

Subject Property: 40325 Denise Road, Sage; SHAUGHNESSY

APN: 915-710-013

District Three / District Three

TABLE OF SUPPLEMENTAL DOCUMENTS FILED WITH THE CLERK OF THE BOARD

Hearing Date: JUNE 19, 2012

Notice of Hearing Re: Statement of Abatement Costs (including Proof(s) of Service and Affidavit(s) of Posting	Exhibit A
Summary Statement of Abatement Costs and Statement of Abatement Costs with Supporting Documents	Exhibit B
Assessment-Roll For The Year 11/12 And Geographic Information System, Mar. 13, 2012	Exhibit C
Lot Book Report and/or DataQuick	Exhibit D
Demand for Payment Statement of Abatement Costs Notice of Special Tax Assessment	Exhibit E
Request for Hearing	Exhibit F

EXHIBIT "A"



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

Juan C. Perez Interim Director

May 30, 2012

NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS

To: Owner(s) or Interested Parties (See Attached Proof of Service and Notice List) Subject Property: 40325 Denise Road, Sage Case No.: CV09-10900; SHAUGHNESSY

APN: 915-710-013

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors on **Tuesday, June 19, 2012, at 9:30 a.m.** in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California, at which time and place pertinent testimony will be heard regarding the expenses incurred by the County of Riverside, Code Enforcement Department ("Department") for the above-referenced abatement case. Said abatement case involved grading without permits located on your real property commonly described as 40325 Denise Road, Sage, Riverside County, California and more particularly described as Assessor's Parcel Number 915-710-013.

The total expense due, including all other fees and costs, for the abatement of the above-described dangerous or injurious condition is **one thousand, six hundred sixty-three dollars and ten cents (US \$1,663.10).** This amount is immediately due and payable. If you have any objections to the Statement of Abatement Costs attached hereto, you must address your objections to the Board of Supervisors at the hearing. If you have any questions about the attached Statement of Abatement Costs, please contact Carol Lynn Anderson at (951) 955-2004. In the event the total amount due is not paid to the Department prior to the Board Hearing, the DEPARTMENT shall seek an order from the Board of Supervisors to place a lien against your property and collect the amount due as a special tax assessment.

Failure to appear at the hearing will result in the exclusion of your testimony. Facts as known to the Department will be presented to the Board of Supervisors for their final consideration and deliberation of this matter.

We encourage you to contact Code Enforcement at (951) 955-2004 upon receipt of this Notice to discuss the case and attempt to reach a resolution prior to the hearing. If you plan to attend the hearing, please checkin with Code Enforcement staff at 8:30 a.m. on the day of the hearing in the lobby of the first floor annex in front of the Clerk of the Board's Office.

JUAN C. PEREZ

INTERIM DIRECTOR

CAROL LYNN'ANDERSON

Administrative Services Officer

Enclosure: Statement of Abatement Costs



COUNTY OF RIVERSIDE CODE ENFORCEMENT

P.O. Box 1469, Riverside, CA 92502 Phone: 951-955-2004 Fax: 951-955-8680

Property Reference/Mailing Address

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 55 HIGHLAND VIEW IRVINE CA. 92603 **Date:** 3/21/2012

Summary Statement of Abatement Costs

CV0910900:A32157- INV #13273. A32157 04/18/2011 CV0910900:A32327- INV #A32327. A32327 CV0910900:A32562- INV #13274. A32562 04/25/2011 CV0910900:A32935- INV #A32935. A32935 CV0910900:A32935- INV #A32935. A32935 CV0910900:A32935- INV #A32935. A32935 S00.00	
03/13/2012 INV #103547. 1,118.10 CV0910900:A32157- INV #13273. A32157 200.00 04/18/2011 PMT #FTB PAID 3/. A32157 -200.00 CV0910900:A32327- INV #A32327. A32327 500.00 CV0910900:A32562- INV #13274. A32562 100.00 CV0910900:A32935- INV #A32935. A32935 500.00	0.0
03/13/2012 INV #103547. 1,118.10 CV0910900:A32157- INV #13273. A32157 200.00 04/18/2011 PMT #FTB PAID 3/. A32157 -200.00 CV0910900:A32327- INV #A32327. A32327 500.00 CV0910900:A32562- INV #13274. A32562 100.00 CV0910900:A32935- INV #A32935. A32935 500.00	
02/09/2010 INV #13273. A32157 200.00 04/18/2011 PMT #FTB PAID 3/. A32157 -200.00 CV0910900:A32327- INV #A32327. A32327 500.00 CV0910900:A32562- INV #13274. A32562 100.00 PMT #FTB PAID 3/. A32562 100.00 CV0910900:A32935- INV #A32935. A32935 500.00	1,118.1
02/09/2010 INV #13273. A32157 200.00 PMT #FTB PAID 3/. A32157 -200.00 CV0910900:A32327- INV #A32327. A32327 500.00 CV0910900:A32562- INV #13274. A32562 100.00 PMT #FTB PAID 3/. A32562 -100.00 CV0910900:A32935- INV #A32935. A32935 500.00	
04/18/2011 PMT #FTB PAID 3/. A32157 -200.00 CV0910900:A32327- INV #A32327. A32327 500.00 CV0910900:A32562- INV #13274. A32562 100.00 PMT #FTB PAID 3/. A32562 -100.00 CV0910900:A32935- INV #A32935. A32935 500.00	1,318.1
03/05/2010 INV #A32327. A32327 500.00 CV0910900:A32562-INV #13274. A32562 100.00 PMT #FTB PAID 3/. A32562 -100.00 CV0910900:A32935-INV #A32935. A32935 500.00	1,118.1
03/05/2010 INV #A32327. A32327 500.00 CV0910900:A32562- INV #13274. A32562 100.00 PMT #FTB PAID 3/. A32562 -100.00 CV0910900:A32935- INV #A32935. A32935 500.00	
01/11/2010 INV #13274. A32562 100.00 04/25/2011 PMT #FTB PAID 3/. A32562 -100.00 CV0910900:A32935- INV #A32935. A32935 500.00	1,618.1
04/25/2011 PMT #FTB PAID 3/. A32562 -100.00 CV0910900:A32935- INV #A32935. A32935 500.00	
CV0910900:A32935- INV #A32935. A32935 500.00	1,718.1
06/22/2010 INV #A32935. A32935 500.00	1,618.1
04/18/2011 PMT #FTB PAID 3/. A32935 -455.00	2,118.1
	1,663.1

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees, or other collection costs incurred in the collection of these abatement costs.

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Code Enforcement Department

P.O. Box 1469, Riverside, CA 92502

Phone: (951) 955-2004 Fax: (951) 955-8680



Statement of Abatement Costs

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 55 HIGHLAND VIEW IRVINE CA. 92603

Date	Invoice #
3/13/2012	103547

Property Address

915-710-013-3

DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN

40325 DENISE RD TEMECULA, CA 92592

Case Number	District	Class
CV0910900	3	SOAC

You are liable to the County for the following abatement

costs:

Date	Item	Description	Hours/Qty	Rate	Amount
10/27/2009	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50
10/28/2009	Officer Hours	Labor Charges - Officer Time	0.8	109.00	87.20
12/9/2009	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
1/11/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
1/11/2010	Officer Hours	Labor Charges - Officer Time	0.4	109.00	43.60
2/9/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
2/9/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
3/5/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
3/5/2010	Officer Hours	Labor Charges - Officer Time	0.4	109.00	43.60
3/15/2010	Officer Hours	Labor Charges - Officer Time	0.9	109.00	98.10
3/15/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
5/3/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
5/26/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
6/22/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
7/12/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
8/14/2010	Officer Hours	Labor Charges - Officer Time	0.8	129.00	103.20
9/1/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
3/13/2012	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			789.50
3/13/2012	Prepare Case for SOE He			125.55	125.55
	Attend SOE Hearing			69.75	69.75
		Subtotal County Counsel Costs			195.30
4/8/2010	Lot/Title Report	Lot/Title Report	1	114.00	114.00
3/13/2012	DataQuick	Property Finder Reports & Transaction Report		19.30	19.30
J. 1012012	- and another	Subtotal Contractor Costs			133.30

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees or other collection costs incurred in the collection of these abatement costs.

Payments/Credits \$0.00

Total Now Due \$1,118.10

\$1,118.10

Subtotal

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Code Enforcement Department



P.O. Box 1469, Riverside, CA 92502 Phone: (951) 955-2004 Fax: (951) 955-8680 demands@rctlma.org

Administrative Citation

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 55 HIGHLAND VIEW IRVINE CA. 92603

Citation Issue Date	Billing Date
3/5/2010	3/21/2012

Citation Number	District	Class
A32327	3	SOAC

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 40325 DENISE RD TEMECULA, CA 92592

Property Address

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV0910900 : A32327	1	500.00	500.00
	·			
			Subtotal	\$500.00
			Payments/Cred	dits \$0.00
			Total	\$500.00



P.O. Box 1469, Riverside, CA 92502 Phone: (951) 955-2004 Fax: (951) 955-8680 demands@rctlma.org

Administrative Citation

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 55 HIGHLAND VIEW IRVINE CA. 92603

Citation Issue Date	Billing Date
6/22/2010	3/13/2012

Citation Number	District	Class
A32935	3	SOAC

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 40325 DENISE RD TEMECULA, CA 92592

Property Address

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV0910900 : A32935	1	500.00	500.00
			Subtotal	\$500.00
			Payments/Cred	lits \$-455.00
			Total	\$45.00



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

Juan C. Perez Interim Director

RESPONSIBLE PARTIES

Case No. CV09-10900

May 30, 2012

OWNER
DANIEL E SHAUGHNESSY / JULIE A SHAUGHNESSY / CAROL SPELLEN
C/O CAROL SPELLEN
55 HIGHLAND VIEW
IRVINE CA 92603

PROPERTY LOCATION
DANIEL E SHAUGHNESSY / JULIE A SHAUGHNESSY / CAROL SPELLEN
40325 DENISE RD
SAGE CA 92592

BENEFICIARY MERS PO BOX 2026 FLINT MI 48501-2026

BENEFICIARY
HOME LOAN CENTER, INC. DBA LENDINGTREE LOANS
C/O ROBERT J HANNA, SHANNON M ERICKSON, BEST DEST & KRIEGER LLP
655 WEST BROADWAY, FIFTEENTH FLOOR
SAN DIEGO CA 92101

OWNER CAROL SPELLEN 32402 DUCLAIR RD WINCHESTER CA 92596

OWNER
JULIE ANN & DANIEL RAY SHAUGHNESSY
PO BOX 891813
TEMECULA CA 92589

OWNER
JULIE SHAUGHNESSY
43980 MAHLON VAIL CIRCLE
TEMECULA CA 92592

OWNER
JULIE SHAUGHNESSY
PO BOX 426487
SAN FRANCISCO CA 94142



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

Juan C. Perez Interim Director

PROOF OF SERVICE

Case No. CV09-10900

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on May 30, 2012, I served the following documents(s):

NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS

SUMMARY STATEMENT OF ABATEMENT COSTS

STATEMENT OF ABATEMENT COSTS

ADMINISTRATIVE CITATION(S)

NOTICE LIST

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

 ${\tt DANIEL\ E\ SHAUGHNESSY\ /\ CAROL\ SPELLEN\ C/O\ CAROL\ SPELLEN,\ 55}$

HIGHLAND VIEW, IRVINE, CA 92603

OCCUPANT, 40325 DENISE RD, SAGE, CA 92592

MERS, P.O. BOX 2026, FLINT, MI 48501-2026

HOME LOAN CENTER, INC. DBA LENDINGTREE LOANS C/O ROBERT J HANNA, SHANNON M ERICKSON,

BEST DEST & KRIEGER LLP, 655 WEST BROADWAY, FIFTEENTH FLOOR, SAN DIEGO, CA 92101

CAROL SPELLEN, 32402 DUCLAIR RD, WINCHESTER, CA 92596

JULIE ANN & DANIEL RAY SHAUGHNESSY, PO BOX 891813, TEMECULA, CA 92589

JULIE SHAUGHNESSY, 43980 MAHLON VAIL CIRCLE, TEMECULA, CA 92592

JULIE SHAUGHNESSY, PO BOX 426487, SAN FRANCISCO CA 94142

- XX 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 with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.
- XX STATE. I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON May 30, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Brenda Peeler, Code Enforcement Aide



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

AFFIDAVIT OF POSTING OF NOTICES

May 31, 2012

RE CASE NO: CV0910900

I, Anita Bustillos, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 37600 Sky Canyon Drive, Suite G, French Valley, California 92563.

That on <u>05/31/2012</u> at <u>11:58 a.m.</u>, I securely and conspicuously posted Notice of Hearing Re: Statement of Abatement Costs at the property described as:

Property Address: 40325 DENISE RD, SAGE

Assessor's Parcel Number: 915-710-013

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

Executed on May 31, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Anita Bustillos, Code Enforcement Technician

EXHIBIT "B"



COUNTY OF RIVERSIDE CODE ENFORCEMENT

P.O. Box 1469, Riverside, CA 92502 Phone: 951-955-2004 Fax: 951-955-8680

Property Reference/Mailing Address

Date: 3/21/2012

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 55 HIGHLAND VIEW IRVINE CA. 92603

Summary Statement of Abatement Costs

Date	Invoice Number & Amount	Amount	Balance
12/31/2000	Balance forward		0.00
	CV0910900-		
03/13/2012	INV #103547.	1,118.10	1,118.10
	CV0910900:A32157-		
02/09/2010	INV #13273. A32157	200.00	1,318.10
04/18/2011	PMT #FTB PAID 3/. A32157	-200.00	1,118.10
	CV0910900:A32327-		
03/05/2010	INV #A32327. A32327	500.00	1,618.10
	CV0910900:A32562-		
01/11/2010	INV #13274. A32562	100.00	1,718.10
04/25/2011	PMT #FTB PAID 3/. A32562	-100.00	1,618.10
	CV0910900:A32935-		
06/22/2010	INV #A32935. A32935	500.00	2,118.10
04/18/2011	PMT #FTB PAID 3/. A32935	-455.00	1,663.10
			•
·		Total Now Due	\$1,663.10

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees, or other collection costs incurred in the collection of these abatement costs.

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Code Enforcement Department

P.O. Box 1469, Riverside, CA 92502

Phone: (951) 955-2004 Fax: (951) 955-8680



Statement of Abatement Costs

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 55 HIGHLAND VIEW IRVINE CA. 92603

Date	Invoice #
3/13/2012	103547

Property Address

915-710-013-3

DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN

40325 DENISE RD TEMECULA, CA 92592

Case Number	District	Class
CV0910900	3	SOAC

You are liable to the County for the following abatement

costs:

Date	Item	Description	Hours/Qty	Rate	Amount
10/27/2009	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50
10/28/2009	Officer Hours	Labor Charges - Officer Time	0.8	109.00	87.20
12/9/2009	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
1/11/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
1/11/2010	Officer Hours	Labor Charges - Officer Time	0.4	109.00	43.60
2/9/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
2/9/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
3/5/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
3/5/2010	Officer Hours	Labor Charges - Officer Time	0.4	109.00	43.60
3/15/2010	Officer Hours	Labor Charges - Officer Time	0.9	109.00	98.10
3/15/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
5/3/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
5/26/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
6/22/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
7/12/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
8/14/2010	Officer Hours	Labor Charges - Officer Time	0.8	129.00	103.20
9/1/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
3/13/2012	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs		·	789.50
3/13/2012	Prepare Case for SOE He			125.55	125.55
	Attend SOE Hearing		1	69.75	69.75
		Subtotal County Counsel Costs			195.30
4/8/2010	Lot/Title Report	Lot/Title Report	1	114.00	114.00
3/13/2012	DataQuick	Property Finder Reports & Transaction Report		19.30	19.30
J. 13/2012	- magaion	Subtotal Contractor Costs		-7.00	133.30

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees or other collection costs incurred in the collection of these abatement costs.

Subtotal \$1,118.10

Payments/Credits \$0.00

Total Now Due \$1,118.10

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Code Enforcement Department



P.O. Box 1469, Riverside, CA 92502 Phone: (951) 955-2004 Fax: (951) 955-8680 demands@rctlma.org

Administrative Citation

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 55 HIGHLAND VIEW IRVINE CA. 92603

Citation Issue Date	Billing Date
3/5/2010	3/21/2012

Citation Number	District	Class
A32327	3	SOAC

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 40325 DENISE RD TEMECULA, CA 92592

Property Address

Item	Description	Description Hours/Qty Rate		Amount	
Administrative Citations	CV0910900 : A32327	1	500.00	500.00	
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			· ·		
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			Subtotal	\$500.00	
			Payments/Cred	dits \$0.00	
			Total	\$500.00	



P.O. Box 1469, Riverside, CA 92502 Phone: (951) 955-2004 Fax: (951) 955-8680 demands@rctlma.org

Administrative Citation

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 55 HIGHLAND VIEW IRVINE CA. 92603

Citation Issue Date	Billing Date
6/22/2010	3/13/2012

Citation Number	District	Class
A32935	3	SOAC

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 40325 DENISE RD TEMECULA, CA 92592

Property Address

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV0910900 : A32935		1 500.00	500.00
		•		
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+ 1,				
			Subtotal	\$500.00
			Payments/Credit	\$ \$-455.00
			Total	\$45.00

Back to Main Page

			General Info	mation		
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Amt Owing this Citation: \$45.00		5.00	This Person	n: \$45.00	This P	ate:
ssuing Agency:	Riverside C	ounty A	dministrative	Dept:	Code Enforcemen	inaminateria Austria (h. 1920). 1
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Name:	SHAUGHNE	SSY, D	ANIEL E	· · · · · · · · · · · · · · · · · · ·		
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City/State/Zip:	IRVINE, CA	92603	entropiento contra gara de constituir de la granda de la constituir con constituir de la constituir de la cons		And a second of the contract o	The second secon
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has seem a constitution of consideration and are the	
Date	Name & Address
07/14/10	SHAUGHNESSY, DANIEL E, 55 HIGHLAND, IRVINE, CA, 92603

Citation History					
Date	Transaction	Rep Name	Description		
7/14/2010	New Citation Added	J Franco	•		
7/14/2010	Citation Data Entered	S Choi	•		
7/14/2010	Responsible party entered	J Franco	•		
7/26/2010	Notice sent	T FEES	Inserted during Extract Commit		
8/23/2010	Notice sent	T FEES	Inserted during Extract Commit		
9/24/2010	FTB Notice sent	T FEES	Inserted during Extract Commit for FTB Notice		
12/9/2010	SSN Requested	T FEES	Inserted during Extract Commit for SSN REQUEST		
12/30/2010	SSN Hit	H Akolawala	SSN HIT		
1/10/2011	FTB Update Requested	M Niranjanan	Sent 01/10/11 Delivery Confirmation #794304017296		
2/4/2011	SSN Hit	H Akolawala	SSN HIT		
3/30/2011	User Inquiry	J Arat	Spoke to Julie (wife): advised that this cite was forwarded to FTB. I conveyed the date of cite, the time of cite, the address of cite, and nature of violation. I also conveyed that we do not know how FTB will disburse amts to cover for the cite. 4:45pm		
4/8/2011	FTB Payment	R Benavente	FTB payment keyed at DTI		
4/13/2011	Send FTB Update	M Niranjanan	Sending to FTB (tracking #796987122856) for update due to TransCode 158 for cite #12292675		
1/2/2012	FTB Update Requested	M Niranjanan	Sent 01/04/12 Delivery Confirmation #01032012		

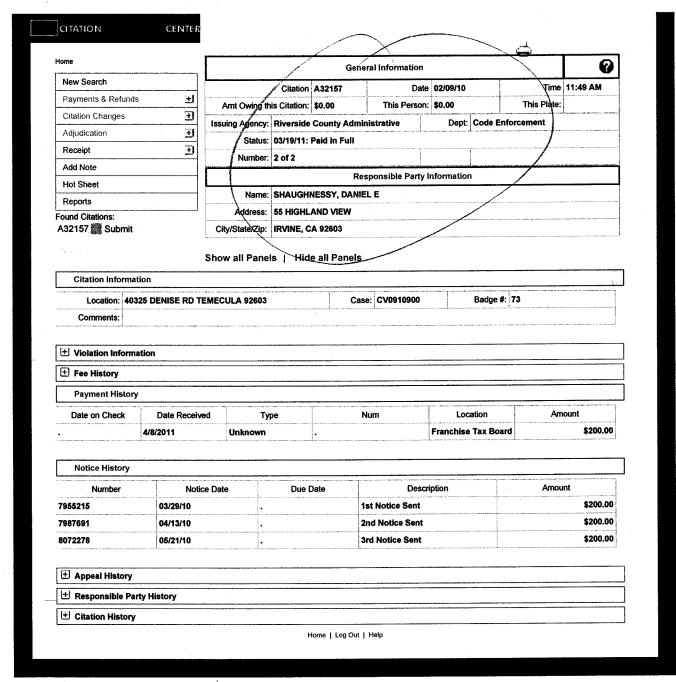
Home | FAQ

Back to Main Page

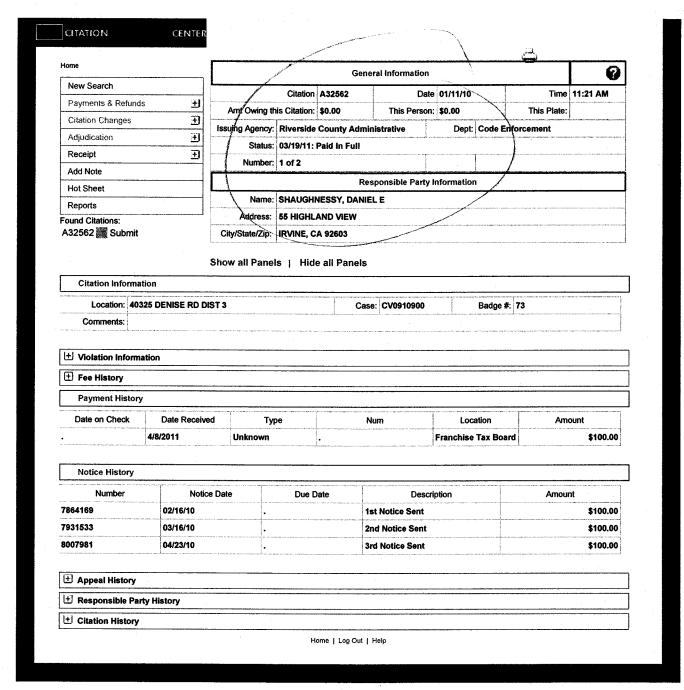
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3/21/2012	Citation Data Entered	S Choi	
3/21/2012	Responsible party entered	S Choi	•

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VouchersCriteria: Accounting Date = 7/1/2002..3/31/2012

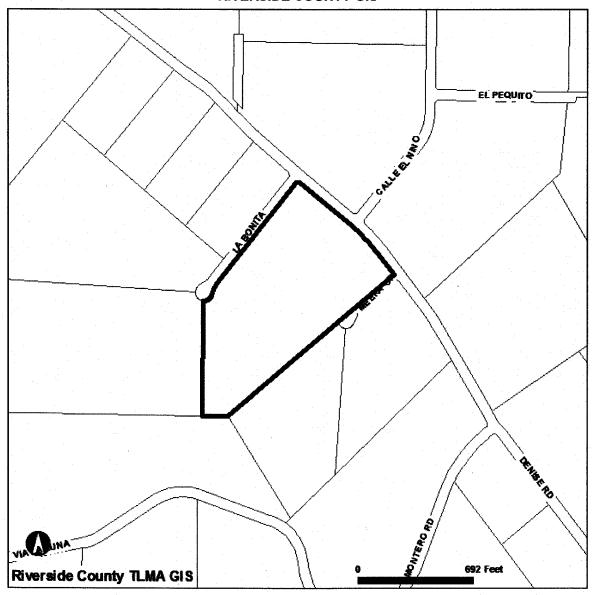
Accounting Date	Accounting Date Voucher ID	Invoice ID	Vendor ID	Vendor Name	Amount Invoiced	Amount Paid	Amount Due
Fund 10000 General Fund	neral Fund						
5/12/2010	5/12/2010 TLARC-00248250	RZ00020	RIVCO-0000054864	RZ Title Services Inc	114.00	114.00	0.00
Total General Fund	pun				114.00	114.00	0.00

EXHIBIT "C"

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

Assessment #915710013	J-3	Parcel # 915710013-3	
Assessee:	SHAUGHNESSY DANIEL E	Land	158,472
Assessee:	SHAUGHNESSY JULIE A	Structure	190,017
Assessee:	SPELLEN CAROL	Full Value	348,489
Mail Name:	C/O CAROL SPELLEN	· ·	7 000
Mail Address:	55 HIGHLAND VIEW	Homeowners' Exemption	7,000
City, State Zip:	IRVINE CA 92603	Total Net	341,489
Real Property Use Code:	R1		
Base Year	2006	View Parcel Map	
Conveyance Number:	0057875		
Conveyance (mm/yy):	1/2005		
PUI:	R010000		
TRA:	71-143		
Taxability Code:	0-00		
ID Data:	Lot 26 PM 132/001 PM 20638		
Situs Address:	40325 DENISE RD TEMECULA CA 92592		

RIVERSIDE COUNTY GIS



Selected parcel(s): 915-710-013

IMPORTANT

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

STANDARD REPORT

<u>APNs</u>

915-710-013-3

OWNER NAME / ADDRESS

DANIEL E SHAUGHNESSY JULIE A SHAUGHNESSY CAROL SPELLEN 40325 DENISE RD TEMECULA, CA. 92592

MAILING ADDRESS

C/O CAROL SPELLEN 55 HIGHLAND VIEW

IRVINE CA. 92603

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: PM 132/1 SUBDIVISION NAME: PM 20638 LOT/PARCEL: 26, BLOCK: NOT AVAILABLE TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 18.79 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 1923 SQFT., 3 BDRM/ 1.75 BATH, 1 STORY, ATTACHED GARAGE(645 SQ. FT), CONST'D 1988TILE, ROOF, CENTRAL HEATING, CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID

PAGE: 961 GRID: C3, D3

CITY BOUNDARY/SPHERE

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

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT 2011 (ORD. 813)

JEFF STONE, DISTRICT 3

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

JEFF STONE, DISTRICT 3

TOWNSHIP/RANGE

T7SR1W SEC 35

ELEVATION RANGE

2124/2204 FEET

PREVIOUS APN

915-300-003

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan. RR

SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)

REMAF

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

R-A-4 (CZ 6758)

ZONING DISTRICTS AND ZONING AREAS

RANCHO CALIFORNIA AREA

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

HISTORIC PRESERVATION DISTRICTS

NOT IN AN HISTORIC PRESERVATION DISTRICT

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 COMPATIBLITY ZONES
NOT IN AN AIRPORT COMPATIBILTY 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

WRMSHCP CELL NUMBER

6699 6800

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

VEGETATION (2005)

CHAPARRAL
COASTAL SAGE SCRUB
DEVELOPED/DISTURBED LAND
WOODLAND AND FORESTS

FIRE

HIGH FIRE AREA (ORD. 787)

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

FIRE RESPONSIBLITY AREA STATE RESPONSIBILITY AREA

.

DEVELOPMENT FEES

CVMSHCP FEE AREA (ORD. 875)

NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)

IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

ROAD & BRIDGE DISTRICT

NOT IN A DISTRICT

EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)

NOT WITHIN THE EASTERN TUMF FEE AREA

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)

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

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)

REMAP

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

NOT WITHIN AN SKR FEE AREA.

DEVELOPMENT AGREEMENTS

NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY

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

ROAD BOOK PAGE

TRANSPORTATION AGREEMENTS

NOT IN A TRANSPORTATION AGREEMENT

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

HYDROLOGY

FLOOD PLAIN REVIEW

NOT REQUIRED

WATER DISTRICT

DATA NOT AVAILABLE

FLOOD CONTROL DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED

SANTA MARGARITA

GEOLOGIC

FAULT ZONE

NOT IN A FAULT ZONE

FAULTS WITHIN A 1/2 MILE OF

BUCK MESA FAULT

CONTACT THE COUNTY'S CHIEF ENGINEERING GEOLOGIST AT (951)955-6863.

LIQUEFACTION POTENTIAL

NO POTENTIAL FOR LIQUEFACTION EXISTS

SUBSIDENCE

NOT IN A SUBSIDENCE AREA

PALEONTOLOGICAL SENSITIVITY

LOW POTENTIAL

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

MISCELLANEOUS

SCHOOL DISTRICT

HEMET UNIFIED

COMMUNITIES

SAGE

COUNTY SERVICE AREA

NOT IN A COUNTY SERVICE AREA.

LIGHTING (ORD. 655)

ZONE A, 12.45 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

043203

FARMLAND

LOCAL IMPORTANCE OTHER LANDS

TAX RATE AREAS
071143
•COUNTY FREE LIBRARY
•COUNTY STRUCTURE FIRE PROTECTION
•COUNTY WASTE RESOURCE MGMT DIST
•CSA 152
•ELS MURRIETA ANZA RESOURCE CONS
•FLOOD CONTROL ADMINISTRATION
•FLOOD CONTROL ZONE 7
•GENERAL •GENERAL •GENERAL
•GENERAL PURPOSE
•HEMET UNIFIED SCHOOL
•MT SAN JACINTO JUNIOR COLLEGE
•RIV CO REG PARK & OPEN SPACE
•RIV. CO. OFFICE OF EDUCATION
•VALLEY HEALTH SYSTEM HOSP DIST
•VALLEY WIDE REC & PARK

SPECIAL NOTES NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
NO CODE COMPLAINTS	NOT APPLICABLE	NOT APPLICABLE

REPORT PRINTED ON...Tue Mar 13 15:51:27 2012 Version 120118

EXHIBIT "D"

Ownership Information SHAUGHNESSY, DANIEL E & JULIE A 40325 DENISE RD **Primary Owner** Site Address **Secondary Owner** Site City, St Zip TEMECULA, CA 92592 SPELLEN, CAROL **Ownership Description** Tenants In Common **Mail Address** 55 HIGHLAND VW **Telephone Number** IRVINE, CA 92603 Mail City, St Zip Lot 0432.03 **Census Tract Housing Tract / Subdivision Name Legal Description** 18.79 ACRES NET IN PAR 26 PM 132/001 PM 20638 **Property Details Use Code** Single family residence State County/Municipality RIVERSIDE CA **RTSQ Total Rooms** Zonina 3 **Bedrooms Number Of Units** 1 **Bathrooms** 2 Year Built 1988 **Basement Square Feet** # Of Stories **Parking** 3 in Attached Garage **Lot Size** 818,492 **Parking Square Feet** 645 **Usable Lot Size** View Lot Depth Pool Lot Width Yes Fireplace **Square Feet** 1,923 HT/AC Both Square Ft 1st Fir **Cooling Detail** Central Square Ft 2nd Fir **Heating Detail** Central Square Ft 3rd Fir **Roof Type** Tile Additions - Square Feet **Construction Quality Building Shape Construction Type New Page Grid** 961C2 **Exterior** Stucco Old Page Grid **Foundation** Slab **Tax Information** Assessor's Parcel Number/Tax ID 915-710-013 Assessor's Market Value **Assessed Total** \$3,857 \$348,489 Tax Amount Land Total Status/Yr Delinquent \$158,472 Current **Improvement** \$190,017 **Tax Rate Area** 71143 **Percent Improvement** 54.52% **HomeOwners Exemption** Υ **Sale Information Last Sale Date** Jan 21, 2005 1st Loan Amount / Type / Conventional **Document Number** 0000057875 2nd Loan Amount Sale Value \$150,000 (Partial) Last Transaction W/O \$ Cost / Square feet \$78 Last Transaction W/O \$ Doc **Title Company** CHICAGO TITLE Lender

Address

SHAUGHNESSY, DANIEL E & JULIE A

40325 DENISE RD TEMECULA, CA 92592

Parcel/Tax ID 915-710-013

Transaction 21 - Finance

Transaction Information

Buyer / Borrower

SHAUGHNESSY, DANIEL E & JULIE A

Recorded Date Title Company

May 13, 2008

Signature Date **Multiple/Portion** Aug 09, 2006

Loan Information

Loan Amount Document #

\$175,000

255358

Loan Type

Interest Rate Type

Seller Carry Back

Conventional Adjustable Rate

Lender Name

LENDINGTREE LOANS

Transaction 20 - Transfer

Transaction Information

Buyer / Borrower

SHAUGHNESSY, DANIEL E & JULIE A

Recorded Date Title Company

Jan 21, 2005 CHICAGO TITLE

Signature Date Multiple/Portion Jan 14, 2005

Ownership Transfer Information

Seller

SHAUGHNESSY, DANIEL E & JULIE A

Transfer Value

\$150,000 (Minus Lien)

Transaction Type

Document # 0000057875

Deed Type

Grant Deed Or Deed Of Trust

Loan Information

Loan Amount Document #

Loan Type

Conventional

0000057875

Interest Rate Type Seller Carry Back

N

Lender Name

Transaction 19 - Finance

Transaction Information

Buyer / Borrower

SHAUGHNESSY, DANIEL R & JULIE A

Recorded Date Title Company

Dec 23, 2004

Signature Date **Multiple/Portion**

OTHER

Loan Information

Loan Amount Document #

\$400,000

1019521

Loan Type **Interest Rate Type** Conventional Adjustable Rate

Seller Carry Back

Lender Name

E-LOAN INC

Transaction 18 - Finance

Transaction Information

Buyer / Borrower

SHAUGHNESSY, DANIEL R & JULIE A

Recorded Date Title Company

May 06, 2003 FIRST AMERICAN TITLE **Signature Date** Multiple/Portion

Loan Information

Loan Amount

\$58,750 Document #

0000323070

Loan Type

Conventional

Interest Rate Type Adjustable Rate

Seller Carry Back

Lender Name COUNTRYWIDE BANK

Transaction Information

Buyer / Borrower

Daniel R & Julie A Shaughessy

Recorded Date

Feb 25, 2003

Document Number Assigned Lender

128677

ABN AMRO MORTGAGE GROUP INC

Original Loan Information

Loan Amount

\$234,000

Loan Type **Interest Rate** Other Fixed

Document # **Recorded Date**

Lender Name

Jan 01, 1900

ABN AMRO MORTGAGE GROUP INC

Address

40325 DENISE RD TEMECULA, CA 92592

Parcel/Tax ID 915-710-013

Ŧ

Transaction 16 - Finance

Transaction Information

Buyer / Borrower

SHAUGHNESSY, DANIEL R & JULIE A

Recorded Date Title Company

Jan 09, 2003

UNITED TITLE

Signature Date Multiple/Portion

Loan Information

Loan Amount Document #

\$237,000 0000016848

Loan Type **Interest Rate Type**

Seller Carry Back

Conventional Adjustable Rate

Lender Name

AMERICA'S WHOLESALE LENDER

Transaction 15 - Finance

Transaction Information

Buyer / Borrower Recorded Date

SHAUGHNESSY, DANIEL R & JULIE A

Title Company

Dec 06, 2002

OLD REPUBLIC TITLE

Signature Date Multiple/Portion

Loan Information Loan Amount

\$18,171 Document #

0000730916

Loan Type **Interest Rate Type** Seller Carry Back

Conventional Fixed

Lender Name

SAN DIEGO COUNTY CU

Transaction 14 - Finance

Transaction Information

Buyer / Borrower

SHAUGHNESSY, DANIEL R & JULIE A

Recorded Date

Sep 13, 2001 COMMONWEALTH LAND TITLE Title Company

Loan Information

Loan Amount

Document #

\$234,000

0000444849

Signature Date **Multiple/Portion**

Loan Type

Conventional **Interest Rate Type** Fixed Seller Carry Back Ν

Lender Name

ABN AMRO MORTGAGE GROUP INC

Transaction 13 - Assignment

Transaction Information

Buyer / Borrower

Daniel R & Julie A Shaughnessy Jun 19, 2001

Recorded Date Document Number

277417

Assigned Lender

GMAC MORTGAGE CORP

Original Loan Information

Loan Amount

\$164,000

Document #

Recorded Date

Jan 01, 1900

GREENPOINT MORTGAGE FUNDING

Lender Name

Transaction 12 - Finance

Transaction Information

Buyer / Borrower

SHAUGHNESSY, DANIEL R & JULIE A

Recorded Date Title Company

Apr 21, 2000

OLD REPUBLIC TITLE

Signature Date Multiple/Portion

Loan Type

Interest Rate

Loan Information

Loan Amount Document #

\$25,000 0000148085

Loan Type Interest Rate Type Conventional

Other

Fixed

Lender Name

SAN DIEGO COUNTY CU

Fixed Seller Carry Back N

Transaction 11 - Finance

Transaction Information

Buyer / Borrower

SHAUGHNESSY, DANIEL R & JULIE A

Recorded Date Title Company

Mar 23, 1999 OLD REPUBLIC TITLE **Signature Date** Multiple/Portion

Loan Information

Loan Amount Document #

\$10,000 0000117869 Loan Type

Conventional

Lender Name

Interest Rate Type Seller Carry Back

Fixed N

SAN DIEGO COUNTY CU

Address

40325 DENISE RD TEMECULA, CA 92592

Parcel/Tax ID 915-710-013

7

Transaction 10 - Finance

Transaction Information

Buyer / Borrower

SHAUGHNESSY, DANIEL R & JULIE A

Recorded Date

Oct 16, 1998

Title Company

FIRST SOUTHWESTERN TITLE

Signature Date Multiple/Portion

Loan Information

Loan Amount Document #

\$164,000

0000448683

Loan Type

Conventional

Interest Rate Type Seller Carry Back

Fixed Ν

Lender Name

HEADLANDS MORTGAGE

Transaction Information

Buyer / Borrower

Daniel R & Julie A Shaughnessy

Recorded Date

Mar 11, 1997

Document Number

80070

Assigned Lender

CITIZENS THRIFT & LOAN

Original Loan Information

Loan Amount

\$15,000

Loan Type Interest Rate Other Fixed

Document #

Recorded Date Jan 01, 1900 **Lender Name**

WESTPROP REAL ESTATE CORP

Transaction 8 - Finance

Transaction Information

Buyer / Borrower

SHAUGHNESSY, DANIEL R & JULIE A

Recorded Date Mar 11, 1997 **Title Company**

AMERICAN TITLE

Signature Date **Multiple/Portion**

Loan Information

Loan Amount Document #

\$15,000

0000080069

Loan Type

Conventional

Interest Rate Type Fixed Seller Carry Back N

I ender Name

WESTPROP REAL ESTATE CORP

Transaction 7 - Finance

Transaction Information

Buyer / Borrower Recorded Date

Sep 16, 1996

Title Company

CONTINENTAL LAWYERS TITLE

SHAUGHNESSY, DANIEL R & JULIE A

Signature Date Multiple/Portion

Loan Information

Loan Amount

Document #

\$137,500

0000352205

Loan Type

Conventional

Interest Rate Type

Adjustable Rate

Seller Carry Back

Lender Name

GREAT WESTERN BANK

Transaction 6 - Transfe

Transaction Information

Buyer / Borrower

SHAUGHNESY, DANIEL R ETUX

Recorded Date Title Company

Sep 16, 1996

CONTINENTAL LAWYERS TITLE

Signature Date **Multiple/Portion**

Ownership Transfer Information

Seller

SWORDS, JOHN W

Transfer Value

Transaction Type

Resale

Document # **Loan Information**

Loan Amount Document #

0000352203

Deed Type

Conventional

0000352203

Loan Type Interest Rate Type

Lender Name

Seller Carry Back

Ν

Address 40325 DENISE RD TEMECULA, CA 92592 Parcel/Tax ID 915-710-013

1

Transaction 5 - Transfer

Transaction Information

Buyer / Borrower

SWORDS, JOHN W

Recorded Date

Jan 31, 1994

Title Company

CONTINENTAL LAWYERS TITLE

Signature Date Multiple/Portion

Ownership Transfer Information

Seller **Transfer Value** FEDERAL HOME LOA

Document #

\$163,000 (Full)

0000039901

Loan Information

Loan Amount Document #

\$130,300

0000039901

Transaction Type

Deed Type

Loan Type

Interest Rate Type Seller Carry Back

Conventional Adjustable Rate

Resale

Lender Name GREAT WESTERN BANK

Transaction 4 - Transfer

Transaction Information

Buyer / Borrower Recorded Date

FEDERAL HOME LOAN MTG CORP

Title Company

Nov 23, 1993

Ownership Transfer Information Seller

Transfer Value

\$168,769

Document #

0000468021

Loan Information

Loan Amount

Document #

0000468021

FARMER, JIMPSIE &

Transaction Type Deed Type

Signature Date

Multiple/Portion

Resale

Trustees Deed Upon Sale

N

Conventional

Loan Type **Interest Rate Type**

Seller Carry Back

Lender Name

Transaction 3 - Finance

Transaction Information

Buyer / Borrower

Recorded Date

Aug 21, 1992 **Title Company** FIRST AMERICAN TITLE

Loan Information

Loan Amount Document #

\$40,800

0000313621

FARMER, JIMPSIE II & LILA M

Loan Type

Interest Rate Type Seller Carry Back

Signature Date

Multiple/Portion

Fixed

Conventional

Conventional

Lender Name SAN JACINTO HAY

Transaction 2 - Finance

Transaction Information

Buyer / Borrower Recorded Date

FARMER JIMPSIE I Aug 01, 1990

TICOR TITLE

Signature Date Multiple/Portion

Loan Information

Loan Amount Document #

Title Company

\$100,000

0000294433

Loan Type

Interest Rate Type

Seller Carry Back Ν

Lender Name

FIRST FIDELITY THRIFT & LOAN

Transaction 1 - Transfer

Transaction Information

Buyer / Borrower Recorded Date

Title Company

FARMER JIMPSIE Mar 01, 1988 CHICAGO TITLE

Signature Date Multiple/Portion

Ownership Transfer Information

Seller

Transfer Value Document #

\$198,500 (Full)

0000070538

Transaction Type **Deed Type**

Subdivision

Loan Information

Loan Amount Document #

\$148,500 0000070538

Loan Type

Conventional Adjustable Rate

Lender Name

GREAT WESTERN BANK

Interest Rate Type Seller Carry Back

Legend

Unusually large change in price

Multiple sales within a 30 day period

When recorded please mail to:
Mail Stop# 5155
Riverside County
Code Enforcement Department
39493 Los Alamos Rd.
Murrieta CA 92563

DOC # 2010-0120729
03/16/2010 08:00A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

In the matter of the Property of

DANIEL E SHAUGHNESSY JULIE A SHAUGHNESSY Case No.: CV09-10900

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 15.12) described as grading without approval from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 40325 DENISE ROAD, TEMECULA, CA and more particularly described as Assessment Parcel No. 915-710-013 and having a legal description of 18.79 ACRES NET IN PAR 26 PM 132/501 PM 20638 with the requirements of Ordinance No.457, (RCC Title 15.12.020(J)(2)).

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 en edies 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, 39493 Los Alamos Road, Murrieta, CA.; Attention Code Enforcement Officer Brett Pollard (951) 600-6149.

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

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

COUNTY OF RIVERSIDE

DEPARTMENT OF CODE ENFORCEMEN

Hector Viray

Code Enforcement Department

<u>ACKNOWLEDGEMENT</u>

State of California)
County of Riverside)

On <u>OS/ID/IO</u> before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, 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/thefr authorized capacity(ies), and that by his/per/thefr 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.

Commission # 1838743 Comm. Expires March 12, 2013

ELIZABETH B. ROSS
Commission # 1838743
Notary Public - California
Riverside County
My Comm. Expires Mar 12, 2013

DOC # 2008-0255358 05/13/2008 08:060 Fee:53.80 Page 1 of 12 Recorded in Official Records County of Riverside Larry W. Word Reseasor, County Clerk & Recorder

Prepared By: Linh Tran

e Loans

Home Loan Center, Inc. DBA Lendingtree Loans 163 Technology Drive Irvine, CA. 92618

RETURN TO:

ree Loans

LTSS 12735 Gran Bay Pkwy. West Building 100, Suite 2000 Jacksonville, FL. 32258

Space Above

8	R	5	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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DOC ID #:9115169

DEED OF TRUST AND ASSIGNMENT OF RENTS MIN 100196800091151691

This deed of trust secures an obligation which calls for payment of interest at a variable interest rate. THIS DEED OF TRUST is made thin 9th day of August 2006, between DANIEL E. SHALLENESSY AND JILIE A SHALLENESSY HERAND AND WIFE AS JUINT TENANTS AS TO AN UNDIVIDED 75X INTEREST AND CARCL SPELLEN, AN UNMARKED WHAN, AS TO AN UNDIVIDED 25X DYTEREST, AS TENANTS IN COMMON berein called "Trustor,"

T.D. Service Company

1820 E 1st Street, Suite 300, Santa Ana, CA 92705 heroin called "Trustee," and "Mortgage Electronic Registration Systems, Inc ("MERS"), (solely as nominee for Home Loan Center, Inc., dbs LondingTree Loans, 163 Technology Drive, Irvine, CA 92618

hereinafter "you" or "Lender" and Lender's successors and assigns), MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, herein called "Beneficiary."

Trustor irrevocably grants, transfers and assigns to Trustee, in trust and with power of sale, all of the real property in the City or Town of Temecula , County of Riverside , State of California, having the street address of

and more specifically described as: 40325 Denise Road

92592

HELOC - CA Dood of Trust with MERS FB-4331(CA) (0204) 11353L1 Page 1 of 10

Initials: My (T)

00

AA

As per legal description attached hereto and made a part hereof

Parcel ID Number: 915710013-3 together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Beneficiary to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this deed of trust; and all of the foregoing, together with said property (or the leasehold estate if this deed of trust is on a leasehold) are herein referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, releasing or canceling this Deed of Trust.

THIS DEED OF TRUST SECURES:

a. All of the obligations of Trustor in favor of Beneficiary or order under the terms of a revolving credit agreement dated. August 09, 2006, herein called Agreement. The Agreement provides, among other things, for the payment of all sums advanced by Beneficiary from time to time pursuant to the Agreement and for the payment of interest. The maximum principal obligation under the Agreement to be secured by this deed of trust at any one time is

One Hundred Seventy Pive Thousand and no/100

Dollars (\$ 175,000.00) unless Beneficiary, with Trustor's written consent, hereafter increases this amount. Advances made by Beneficiary to protect the security of this deed of trust or to preserve the Property shall not be subject to the limitation of the preceding sentence.

The security of this deed of trust shall not be affected by the extension, renewal or modification from time to time of the obligations, instruments or agreements described above.

- b. Payment of any and all obligations and liabilities, whatsoever, whether primary, secondary, direct, indirect, fixed or contingent, whether now or hereafter due from Trustor (or any successor in interest to Trustor) whether created directly or acquired by assignment if the document evidencing such obligation or liability or any other writing signed by Trustor (or any successor in interest to Trustor) specifically provides that said obligation or liability is secured by this deed of trust.
- c. Performance of each agreement of Trustor herein contained or contained in any other agreement, instrument or other writing to which Trustor is a party if the same is written in connection with any of the foregoing.

FB-4331(CA)0204) 11353L2 Initia<u>ls O</u>

d. Payment of all sums to be expended by the Beneficiary or Trustee pursuant to the terms hereof.

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

- a. To keep the Property in good condition and repair; not to remove or demolish any building or improvement thereon; to complete or cause to be completed any construction of buildings or other improvements thereon which are financed in whole or in part by the indebtedness secured hereby and to restore promptly and in good and workmanlike manner any building or other improvement which may be damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alteration or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, weed, fertilize, fumigate, spray, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.
- b. To provide, maintain and deliver to Beneficiary fire and other insurance on the Property satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.
- c. To appear in and defend any action or proceeding purporting to affect the accurity hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this deed of trust.
- d. To pay at least ten days before delinquency all taxes and assessments affecting the Property, including, without limitation, assessment on appurtenant water stock, all encumbrances, charges and liens on the Property or any part thereof, and all costs, fees and expenses of this Trust.
- e. That should Trustor fail to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may:
 - (1) Make or do the same in such manner and to such extent as either may deem necessary or appropriate to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes.
 - (2) Appear in and defend any action or proceeding purporting to affect the security hereof or the rights or power of Beneficiary or Trustee.
 - (3) Pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior and superior hereto.
 - (4) In exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

PB-4331(CA)0204)

Initial

- f. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the maximum rate allowed by law in effect at the date hereof or at the option of Beneficiary, such sums may be added to the principal balance of any indebtedness secured hereby and shall bear the highest rate of interest as any such indebtedness.
- g. To pay for any statement provided for by the law in effect on the date hereof regarding the obligation secured hereby in the amount demanded by the Beneficiary but not to exceed the maximum allowed by law at the time the statement is demanded.

3. IT IS FURTHER AGREED THAT:

- a. Any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- b. By accepting payment of any sum secured hereby after its due date, or after the filing of notice of default and of election to sell, Beneficiary shall not waive its right to require prompt payment when due of all other sums so secured, or to declare default for failure so to pay, or to proceed with the sale under any such notice of default and of election to sell, for any unpaid balance of said indebtedness. If Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor, Beneficiary may, at its option, offset against any indebtedness owing by it to Trustor, the whole or any part of the indebtedness secured hereby.
- c. Without affecting the liability of any person, including, without limitation, Trustor, for the payment of any indebtedness secured hereby, or the lien of this deed of trust on the romainder of the Property for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows:
 - (1) Beneficiary may from time to time and without notice (a) release any person liable for the payment of any of the indebtedness, (b) extend the time or otherwise alter the terms of payment of any of the indebtedness, (c) accept additional security therefor of any kind, including deeds of trust or mortgages, (d) alter, substitute or release any of the Property securing the indebtedness.
 - (2) Trustee may, at any time, and from time to time, upon the written request of Beneficiary (a) consent to the making of any map or plat of the Property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this deed of trust or the lien or charge thereof or, (d) reconvey, without any warranty, all or any part of the Property.
- d. Upon (a) written request of Beneficiary or (b) performance of all obligations of the Trustor hereunder and under each and every note, guarantee, Agreement or other writing evidencing the indebtedness secured hereby, and upon surrender of this deed of trust to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recital in such reconveyance of any matters of facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described

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as "the person or persons legally entitled thereto." Five years after issuance of such reconveyance, Trustee may destroy said note, guarantee, Agreement or other evidence of indebtedness and this deed of trust (unless directed in such request to retain them).

- Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these trusts to collect the rents, issues and profits of the Property and of any personal property located thereon, and hereby absolutely and unconditionally assigns all such rents, issues and profits to Beneficiary; provided, however, that Beneficiary hereby consents to the collection and retention of such rents, issues and profits as they accrue and become payable only if Trustor is not, at such time, in default with respect to payment of any indebtedness secured hereby or in the performance of any agreement hereunder. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, without regard to the adequacy of any security for the indebtedness hereby secured and without limiting the generality of Section 2.e.(1), above, enter upon and take possession of the Property or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine; also perform such acts of repair, nurturing, cultivation, irrigation, weeding, fertilizing, fumigation, spraying, pruning or protection, as may be necessary or proper to conserve the value of the Property or any trees, planting or crops growing thereon; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, sever, remove, and sell any crops that may be growing upon the premises, and apply the net proceeds thereof to the indebtedness secured hereby. The entering upon and taking possession of the Property and performance or failure to perform any of the acts described in the preceding sentence, the collection of or failure to collect such rents, issues and profits, and the application thereof as aforesaid, shall not waive or cure any default or notice of default hereunder, or invalidate any act done pursuant to such notice and shall not constitute or otherwise result in any assumption by or liability of Beneficiary for maintenance, depreciation, misuse or risk of loss other than for damage or loss to the Property due to Beneficiary's gross negligence or intentional torts. Trustor also assigns to Trustee, as further security for the performance of the obligations secured hereby, all prepaid rents and all monies which may have been or may hereafter be deposited with said Trustor by any lessee of the premises herein described, to secure the payment of any rent, and upon default in the performance of any of the provisions hereof. Trustor agrees to deliver such rents and deposits to the Trustee.
- f. Upon default by Trustor in the performance of any payment or other obligation secured hereby or in the performance of any agreement hereunder, or if, whether voluntarily or involuntarily, there is a sale or transfer of all or any part of (i) the Property or an interest therein, or (ii) a beneficial interest in Trustor and Trustor is not a natural person, or if Trustor ceases to use the Property as Trustor's primary residence, Beneficiary may declare all sums secured hereby immediately due without notice or demand and no waiver of this right shall be effective unless in writing and signed by Beneficiary.
- g. Waiver of a right granted to Beneficiary hereunder as to one transaction or occurrence shall not be deemed to be a waiver of the right as to any subsequent transaction or occurrence. Beneficiary may rescind any notice before Trustee's sale by executing a notice of rescission and recording the same. The recordation of such notice shall constitute also a cancellation of any prior declaration of default and demand for sale, and of any acceleration of maturity of indebtedness

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Page 5 of 10

affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, nor impair the right of the Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the note or deed of trust, or any of the rights, obligations or remedies of the Beneficiary or Trustee hereunder.

- h. At least three months or any lesser period required by law having elapsed between the recordation of the notice of default and the date of sale, Trustee, having first given notice of sale as then required by law, shall sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as the Trustee may determine, at public auction to the highest bidder for cash, in lawful money of the United State of America, psyable at the time of sale except as otherwise permitted by law. Trustee may postpone sale of all or any portion of the Property by public announcement at the time of sale, and from time to time thereafter may postpone the sale by public announcement, all as permitted by law. Trustee shall deliver to the purchaser its deed conveying the Property so sold, but without any covenant or warranty, expressed or implied. The recital in any such deed of any matters or facts, stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale. After deducting all costs, fees and expenses of Trustee and of this trust, including costs of evidence of title in connection with the sale, the Trustee shall apply the proceeds of this sale to the payment of all sums then secured hereby, in such order and manner as may be required by the Beneficiary; the remainder, if any, to be paid to the person or persons legally entitled thereto. If Beneficiary shall elect to bring suit to foreclose this deed of trust in the manner and subject to the provisions, rights and remedies relating to the foreclosure of a mortgage, Beneficiary shall be entitled to reasonable attorney's fees and litigation costs.
- i. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed of trust is recorded and the name and address of the new Trustee.
- j. This deed of trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including, without limitation, pledgees, of the note, guarantee, Agreement, or other evidence of indebtedness secured hereby, whether or not named as Beneficiary herein. In this deed of trust, whenever the context so requires, the singular number includes the plural.
- k. Trustee accepts this Trust when this deed of trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Initials.

- 1. If Trustor or any successor in interest to Trustor sells, transfers or encumbers any interest in the Property, whether voluntarily or involuntarily, or if a beneficial interest in Trustor is sold or transferred, voluntarily or involuntarily, and Trustor is not a natural person: (a) the transferor and the transferee shall each immediately give written notice of said transfer to the Beneficiary, at its address designated on the first page of this deed of trust; (b) if the deed of trust secures Trustor's obligation under an Agreement as defined herein, all credit extended by Beneficiary under the Agreement, whether before or after the property is transferred, shall be secured under this deed of trust as if no transfer had occurred except for credit extended by Beneficiary more than five days after it has received the written notices required by this paragraph.
- m. The pleading of any statute of limitations as a defense to any and all obligations secured by this deed of trust is hereby waived to the full extent permitted by law.
- 4. WITH REGARD TO ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES, TRUSTOR AGREES:
 - a. As used in this Paragraph 4:
 - (1) "Environmental Law" means all federal, state and local law concerning the public health, safety or welfare, environment or a Hazardous Substance, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq., Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., Clean Water Act and Water Quality Act of 1987, 33 U.S.C. Sec. 1251 et seq., Safe Drinking Water Act, 41 U.S.C. Sec. 300f et seq., Clean Air Act, 42 U.S.C. Sec. 7901 et seq., Carpenter-Presley-Tanner Hazardous Account Act, Cal. Health & Safety Code Sec. 25300 et seq., Hazardous Waste Control Law, Cal. Health & Safety Code Sec. 25100 et seq., Porter-Cologne Water Quality Control Act, Cal. Water Code Soc. 1300 et seq., Hazardous Waste Disposal Land Use Law, Cal. Health & Safety Code Sec. 25220 et seq., Safe Drinking Water and Toxic Enforcement Act of 1986. Cal. Health & Safety Code Sec. 25249.5 et seq., Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code Sec. 25280 et seq., Air Resources Law, Cal. Health & Safety Code Sec. 3900 et seq., Hazardous Materials Release Response Plans and Inventory, Cal Health & Safety Code Sec. 25500 et seq., and Toxic Pits Cleanup Act of 1984, Cal. Health & Safety Code Sec. 25208 et seq.
 - (2) "Hazardous Substance" means any substance which has characteristics of ignitability, corrosivity, toxicity, reactivity or radioactivity or other characteristics which render it dangerous or potentially dangerous to public health, safety or welfare or the environment, including without limitation, (i) petroleum or any fraction or other byproduct thereof, (ii) asbestos, (iii) lead, (iv) cyanide, (v) polychlorinated biphenyls, (vi) urea formaldehyde and (vii) anything defined as a "hazardous material," "toxic substance," "hazardous substance," "hazardous waste" or "waste" under any Environmental Law, including without limitation, "hazardous substance" as defined in Cal.Health & Safety Code Sec. 25316 and "waste" and "hazardous substance" as defined in Cal.Water Code Sec. 13050(d) and Sec. 13050(p)(i), respectively. The term is intended by Trustor and Beneficiary to be interpreted in its most comprehensive and cumulative sense.
 - b. Trustor represents and warrants that except as disclosed to and acknowledged in writing by, Beneficiary before the date of this deed of trust:

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- (1) No Hazardous Substance has been located, used, manufactured, generated, treated, handled, stored, spilled, disposed of, discharged or released by any person on, under or about the Property.
- (2) Trustor has no knowledge of or reason to believe that there is any pending or threatened investigation, assessment, claim, demand, action or proceeding of any kind relating to (i) any alleged or actual Hazardous Substance located under or about the Property or (ii) alleged or actual violation or noncompliance by Trustor or any tenant of Trustor with regard to any Environmental Law involving the Property.
- (3) Neither Trustor nor any tenant of Trustor is required by any Environmental Law to obtain or maintain any permit, license, financial responsibility certificate or other approval as a condition to its business operations or in connection with its use, development or maintenance of the Property.
- c. Trustor represents and warrants that Trustor and every tenant of Trustor have been, are and will remain in full compliance with any Environmental Law applicable to its business operations and its use, development or maintenance of the Property.
- d. Trustor agrees to permit, or cause any tenant of Trustor to permit, Beneficiary to enter and inspect the Property at any reasonable time for purposes of determining, as Beneficiary deoms necessary or desirable: (i) the existence, location and nature of any Hazardous Substance on, under or about the Property. (ii) the existence, location, nature, magnitude and spread of any Hazardous Substance that has been spilled, disposed of, discharged or released on, under or about the Property or (iii) whether or not Trustor and any tenant of Trustor are in compliance with applicable Environmental Law. If Trustor or its tenant fails to comply fully with the terms hereof, Beneficiary may obtain affirmative injunctive relief therefor.
- e. Trustor agrees to indemnify and hold Beneficiary and its successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including, without limitation, all costs of litigation and attorneys' fees, which Beneficiary and its successors and assigns may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty or promise made in this deed of trust in connection with any Hazardous Substance or Environmental Law. Notwithstanding any of the language in the deed of trust to the contrary, this indemnity covers claims asserted after all the indebtedness secured by this deed of trust has been paid and discharged, whether or not the deed of trust has also been reconveyed to Trustor. The only exclusions hereto may relate to claims arising out of the affirmative acts of Beneficiary or of a third party after Trustor's interest in the Property has terminated.
- f. The provisions of this Paragraph 4 shall not be affected by the acquisition by Beneficiary or its successors or assigns of any ownership or other interest in the Property beyond Beneficiary's security interest in the Property created under this deed of trust, whether or not such acquisition is pursuant to the foreclosure of this deed of trust or a merger of the interest of the Beneficiary or its successors and assigns in the Property.



5. ADDITIONAL PROVISIONS:

- a. The execution of this deed of trust by any person who has no present interest in the Property shall not be deemed to indicate that such an interest presently exists. Rather, execution of this deed of trust by such a person shall constitute such person's agreement that if such person hereafter acquires an interest in the Property, such interest shall be subject to Beneficiary's interest hereunder.
- b. The execution of this deed of trust by any person who has a present interest in the Property shall not in itself be deemed to indicate that such person is liable to Beneficiary for any obligation described in Section 1., above. Any personal liability of such person to Beneficiary shall be determined on an independent basis (such as execution of the document or documents evidencing the obligation described in Section 1., above). Execution of this deed of trust by any such person shall nevertheless indicate that such person's interest in the Property shall be subject to Beneficiary's interest hereunder.

The undersigned Trustors request that a copy of any notice of default, and of any notice of sale hereunder, be mailed to their respective addresses set forth opposite each signature.

By signing below. Trustor agrees to all the terms and conditions of this deed of trust.

Mailing Address For Notices 40325 Denise Road Temecula, CA 92592

Jelie A. Shaughnessy

Daniel E. Shanesmeasy

Carol Spellen

State of California
County of Riverside
On August 22, 2007

. before me Kendra Hunkins, Notary Public, personally appeared

Julie A. Shaughnessy, Daniel B. Shaughnessy, Carol Speller (G)

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 nuthorized capacity(es), and that by his/her(their) signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of ORANGE	ss.
On 04-17-2000, before me, 41	ENDLIK JANBARTO, Notary Public, BELCEN, who proved to me on the
personally appeared <u>CAROL SF</u>	$\frac{\partial ELLEN}{\partial t}$, who proved to me on the
basis of satisfactory evidence to be the person(s) w	hose name(*) Sare subscribed to the within instrument and acknowledged to me that he/sh/they executed the same in his/he/their authorized capacity(is), and that by his/he/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.
HENDRIK JAN BARTO COMM. #1735205 ORANGE COUNTY COMM. EXPRES APRIL 27, 2011	WITNESS my hand and official seal. Witness my hand and official seal. NOTARY SSIGNATURE
,	INFORMATION prove valuable and could prevent fraudulent attachment
CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	DESCRIPTION OF ATTACHED DOCUMENT
CORPORATE OFFICER	DECO OF TRUSTON SCIENTENT OF STITLE OR TYPE OF DOCUMENT RENTS
PARTNER(S) ATTORNEY-IN-FACT TRUSTEE(S)	NUMBER OF PAGES
GUARDIAN/CONSERVATOR OTHER:	August-09-2006 DATE OF BOCUMENT
SIGNER (PRINCIPAL) IS REPRESENTING: NAME OF PERSON(S) OR ENTITY (185)	OTHER
Carrey.	RIGHT THUMBPRINT OF SIGNER 0 80

APA 01/2008

NOTARY BONDS, SUPPLIES AND FORMS AT HTTP://WWW.VALLEY-SIERRA.COM #2005-2008 VALLEY-SIERRA INSURANCE

Order Number: 8952180368

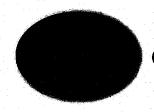
Borrower's Name: SHAUGHNESSY

Exhibit A

ALL THAT REAL PROPERTY SITUATED IN HEMET, COUNTY OF RIVERSIDE, STATE OF CA, DESCRIBED AS:

PARCEL 26 OF PARCEL MAP 20638, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 132, PAGES 1 THROUGH 8 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "E"



P.O. Box 1469, Riverside, CA 92502 Phone: (951) 955-2004 Fax: (951) 955-8680

DEMAND FOR PAYMENT STATEMENT OF ABATEMENT COSTS NOTICE OF SPECIAL TAX ASSESSMENT

April 4, 2012

DANIEL E SHAUGHNESSY / JULIE A SHAUGHNESSY / CAROL SPELLEN C/O CAROL SPELLEN 55 HIGHLAND VIEW IRVINE, CA 92603

Subject Property: 40325 DENISE RD, SAGE

Case No(s): CV09-10900 APN No(s): 915-710-013

Dear Daniel E Shaughnessy / Julie A Shaughnessy / Carol Spellen:

NOTICE IS HEREBY GIVEN that the County of Riverside Code Enforcement Department ("DEPARTMENT") incurred expenses during our efforts to abate the code violation(s) on the Subject Property. Said abatement case involved Illegal Grading located on your real property commonly described as 40325 DENISE RD, SAGE, and more particularly described as Assessor's Parcel Number 915-710-013.

The total amount due for the DEPARTMENT'S actions concerning the above-described dangerous or injurious condition is **One Thousand Six Hundred Sixty-Three Dollars and Ten Cents (\$1,663.10)**.

You have thirty (30) days from the date of this letter to pay the DEPARTMENT at the above address the total amount due on the enclosed "Summary Statement of Abatement Costs" or a special tax assessment and abatement lien will be recorded upon the subject property. Payment must be made in the form of cashier's check or money order, made payable to the County of Riverside. Please note the property APN on the memo line of the check.

YOU HAVE A RIGHT TO A HEARING ON THIS MATTER BEFORE THE RIVERSIDE COUNTY BOARD OF SUPERVISORS OR AN ADMINISTRATIVE HEARING OFFICER. You have the right to contest the abatement costs and special assessment against the subject property. If you choose to exercise your right to a public hearing before the Board of Supervisors, please complete the enclosed "Board of Supervisors Request for Public Hearing" form and return it to the Code Enforcement Department within twenty (20) days of the date of this letter.

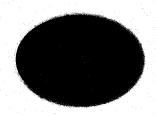
In the event you do not request a public hearing before the Board of Supervisors, a public hearing before an Administrative Hearing Officer shall be scheduled and held for a final determination of this matter and authority to place a lien against the Subject Property and adding the amount due as a special tax assessment on the County tax rolls.

If you have any questions regarding this notice, please contact us at (951) 955-2004.

Code Enforcement Department

Carol Lynn Anderson

Administrative Services Officer



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

BOARD OF SUPERVISORS REQUEST FOR PUBLIC HEARING ON STATEMENT OF ABATEMENT COSTS AND SPECIAL TAX ASSESSMENT

DANIEL E SHAUGHNESSY / JULIE A SHAUGHNESSY / CAROL SPELLEN C/O CAROL SPELLEN 55 HIGHLAND VIEW IRVINE, CA 92603

Subject Property: 40325 DENISE RD, SAGE

Case No(s): CV09-10900 APN No(s): 915-710-013

1	, hereby request a public hearing before the Board of
Supervisors (Please PRINT your name	here) and an including the second of the sec
regarding case number(s)	
	sors hearing date, time, and location (which shall not be less than 1 st) to be mailed to me at the following address:
Return Mailing Address:	
Signed:(Please SIGN your name here)	Date:
Print:(Please PRINT your name here	
You may contact me at the following da	vtime phone number:

IMPORTANT

Keep a copy of this form and mail the original to: Riverside County Code Enforcement Department P.O. BOX 1469 Riverside, CA 92502-1469



COUNTY OF RIVERSIDE CODE ENFORCEMENT

P.O. Box 1469, Riverside, CA 92502 Phone: 951-955-2004 Fax: 951-955-8680

Property Reference/Mailing Address

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY

CAROL SPELLEN 55 HIGHLAND VIEW IRVINE CA. 92603 **Date:** 3/21/2012

Summary Statement of Abatement Costs

Date	Invoice Number & Amount	Amount	Balance
12/31/2000	Balance forward		0.00
	CV0910900-		
03/13/2012	INV #103547.	1,118.10	1,118.10
	CV0910900:A32157-		
02/09/2010	INV #13273. A32157	200.00	1,318.10
04/18/2011	PMT #FTB PAID 3/. A32157	-200.00	1,118.10
	CV0910900:A32327-		
3/05/2010	INV #A32327. A32327	500.00	1,618.10
	CV0910900:A32562-		
1/11/2010	INV #13274. A32562	100.00	1,718.10
4/25/2011	PMT #FTB PAID 3/. A32562	-100.00	1,618.10
	CV0910900:A32935-		
6/22/2010	INV #A32935. A32935	500.00	2,118.1
4/18/2011	PMT #FTB PAID 3/. A32935	-455.00	1,663.10

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees, or other collection costs incurred in the collection of these abatement costs.

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Code Enforcement Department

P.O. Box 1469, Riverside, CA 92502

Phone: (951) 955-2004 Fax: (951) 955-8680



Statement of Abatement Costs

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 55 HIGHLAND VIEW IRVINE CA. 92603

Date	Invoice #
3/13/2012	103547

Property Address

915-710-013-3

DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY

CAROL SPELLEN 40325 DENISE RD TEMECULA, CA 92592

Case Number	District	Class
CV0910900	3	SOAC

You are liable to the County for the following abatement costs:

Date	Item	Description	Hours/Qty	Rate	Amount
10/27/2009	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.5
10/28/2009	Officer Hours	Labor Charges - Officer Time	0.8	109.00	87.2
12/9/2009	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.8
1/11/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.7
1/11/2010	Officer Hours	Labor Charges - Officer Time	0.4	109.00	43.6
2/9/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.7
2/9/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.7
3/5/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.7
3/5/2010	Officer Hours	Labor Charges - Officer Time	0.4	109.00	43.6
3/15/2010	Officer Hours	Labor Charges - Officer Time	0.9	109.00	98.1
3/15/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.8
5/3/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.8
5/26/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.8
6/22/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.8
7/12/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.7
8/14/2010	Officer Hours	Labor Charges - Officer Time	0.8	129.00	103.2
9/1/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.8
3/13/2012	SOAC Preparation	Prepare Summary of Abatement Cost	1 . 1	65.00	65.0
		Subtotal Code Enforcement Costs			789.5
3/13/2012	Prepare Case for SOE He			125.55	125.5
	Attend SOE Hearing	·		69.75	69.
		Subtotal County Counsel Costs			195.3
4/8/2010	Lot/Title Report	Lot/Title Report	1	114.00	114.0
3/13/2012	DataQuick	Property Finder Reports & Transaction Report	1	19.30	19.3
		Subtotal Contractor Costs			133.3

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees or other collection costs incurred in the collection of these abatement costs.

Subtotal \$1,118.10

Payments/Credits \$0.00

Total Now Due \$1,118.10

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Code Enforcement Department



P.O. Box 1469, Riverside, CA 92502 Phone: (951) 955-2004 Fax: (951) 955-8680 demands@rctlma.org

Administrative Citation

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 55 HIGHLAND VIEW IRVINE CA. 92603

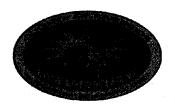
Citation Issue Date	Billing Date
3/5/2010	3/21/2012

Citation Number	District	Class	
A32327	3	SOAC	

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 40325 DENISE RD TEMECULA, CA 92592

Property Address

ltem	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV0910900 : A32327	1	500.00	500.00
		:		
			Subtotal	\$500.00
			Payments/Cred	dits \$0.00
			Total	\$500.00



P.O. Box 1469, Riverside, CA 92502 Phone: (951) 955-2004 Fax: (951) 955-8680 demands@rctlma.org

Administrative Citation

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 55 HIGHLAND VIEW IRVINE CA. 92603

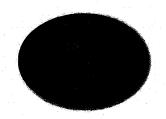
Citation Issue Date	Billing Date
6/22/2010	3/13/2012

Citation Number	District	Class
A32935	3	SOAC

915-710-013-3 DANIEL E SHAUGHNESSY ,JULIE A SHAUGHNESSY CAROL SPELLEN 40325 DENISE RD TEMECULA, CA 92592

Property Address

ltem	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV0910900 : A32935	1	500.00	500.00
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	1			
			Subtotal	\$500.00
		Payments/Cre	dits \$-455.00	
			Total	\$45.00



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

GLENN BAUDE Director

RESPONSIBLE PARTIES

April 4, 2012

OWNER
DANIEL E SHAUGHNESSY / JULIE A SHAUGHNESSY / CAROL SPELLEN
C/O CAROL SPELLEN
55 HIGHLAND VIEW
IRVINE, CA 92603

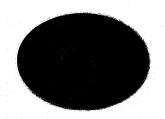
DANIEL E SHAUGHNESSY / JULIE A SHAUGHNESSY / CAROL SPELLEN 40325 DENISE RD SAGE, CA 92592

MERS P.O. BOX 2026 FLINT, MI 48501-2026

HOME LOAN CENTER, INC. DBA LENDINGTREE LOANS C/O ROBERT J HANNA, SHANNON M ERICKSON, BEST DEST & KRIEGER LLP 655 WEST BROADWAY, FIFTEENTH FLOOR SAN DIEGO, CA 92101

CAROL SPELLEN 32402 DUCLAIR RD WINCHESTER, CA 92596

JULIE ANN & DANIEL RAY SHAUGHNESSY PO BOX 891813 TEMECULA, CA 92589



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

GLENN BAUDE Director

PROOF OF SERVICE

Case No. CV0910900

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on April 4, 2012, I served the following documents(s):

Notice of Hearing Re: Demand for Payment Statement of Abatement Costs Notice of Special Tax Assessment

Request for Public Hearing on Statement of Abatement Costs and Special Tax Assessment

Notice List

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

DANIEL E SHAUGHNESSY / JULIE A SHAUGHNESSY / CAROL SPELLEN C/O CAROL SPELLEN, 55
HIGHLAND VIEW, IRVINE, CA 92603
OCCUPANT 40325 DENISE RD, SAGE, CA 92592
MERS P.O. BOX 2026, FLINT, MI 48501-2026
HOME LOAN CENTER, INC. DBA LENDINGTREE LOANS C/O ROBERT J HANNA, SHANNON M ERICKSON, BEST DEST & KRIEGER LLP 655 WEST BROADWAY, FIFTEENTH FLOOR, SAN DIEGO, CA 92101
CAROL SPELLEN 32402 DUCLAIR RD, WINCHESTER, CA 92596
JULIE ANN & DANIEL RAY SHAUGHNESSY PO BOX 891813, TEMECULA, CA 92589

- XX 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 with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.
- XX STATE. I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON April 4, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Tamara Greaves, OAIII

EXHIBIT "F"



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

BOARD OF SUPERVISORS REQUEST FOR PUBLIC HEARING ON STATEMENT OF ABATEMENT COSTS AND SPECIAL TAX ASSESSMENT

DANIEL E SHAUGHNESSY / JULIE A SHAUGHNESSY / CAROL SPELLEN C/O CAROL SPELLEN 55 HIGHLAND VIEW IRVINE, CA 92603

You may contact me at the following daytime phone number: 4514414373

IMPORTANT

Keep a copy of this form and mail the original to. Riverside County Code Enforcement Department P.O. BOX 1469

Riverside, CA 92502-1469

RECEIVED APR 1 2 2012