

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



9-4

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding Public Hearing on Statement of Abatement Costs Case No. CV 09-12792, located at 25490 Granite Valley Tr. Homeland; APN: 455-220-009, 3<sup>rd</sup>/5<sup>th</sup> District.

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is dismissed.

Roll Call:

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on February 26, 2013 of Supervisors Minutes.

(seal)

WITNESS my hand and the seal of the Board of Supervisors  
Dated: February 26, 2013  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

By: Kecia Harper-Ihem Deputy

AGENDA NO.

9-4

xc: Co. Co./CED

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



403 B

**SUBMITTAL DATE:**  
February 14 2013

**FROM:** County Counsel  
Code Enforcement Department

**SUBJECT:** Statement of Abatement Costs [Case No. CV09-12792]  
Subject Property: 25490 GRANITE VALLEY TR, HOMELAND; KILGORE  
APN: 455-220-009  
District 3/5

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

- (1) assess the reasonable costs of abatement of a public nuisance (grading without permit) in the above-referenced matter to be **one thousand one hundred forty seven dollars and three cents (US \$1,147.03)**;
- (2) 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.

*Greg Flannery*  
\_\_\_\_\_  
GREG FLANNERY, Division Manager for  
JUAN PEREZ, Interim Code Enforcement Director

(Continued)

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

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

**C.E.O. RECOMMENDATION:** APPROVE  
  
BY *Tina Grande*  
\_\_\_\_\_  
Tina Grande  
**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: *Patricia Munroe* 1/30/13  
DATE  
PATRICIA MUNROE  
Departmental Concurrence

Consent     Policy  
 Consent     Policy

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

Prev. Agn. Ref.:                      | District: 3/5                      | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

9-4

Statement of Abatement Costs [Case No. CV09-12792]

Subject Property: 25490 GRANITE VALLEY TR, HOMELAND; KILGORE

APN: 455-220-009

District: 3/5

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 came into compliance. Riverside County Code Enforcement seeks to recover its fees and costs and does not waive its right to recover future costs associated with the handling of this matter.

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.

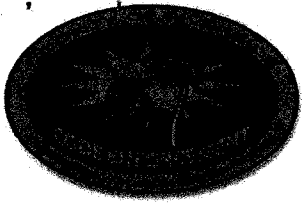
**STATEMENT OF ABATEMENT COSTS  
ADMINISTRATIVE OFFICER  
HEARING PACKET**

**HEARING DATE: February 26, 2013**

Statement of Abatement Costs  
25475 GRANITE VALLEY TR, HOMELAND  
APN: 455-220-009  
Case No.: CV09-12792

**DISTRICT 3/5**

**AGENDA ITEM NO.**



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

Juan C. Perez  
Interim Director

January 28, 2013

**RESCHEDULED NOTICE OF HEARING RE:  
STATEMENT OF ABATEMENT COSTS**

To: Owner(s) or Interested Parties  
(See Attached Proof of Service  
and Responsible Parties List)

Subject Property: 25490 GRANITE VALLEY TR,  
HOMELAND  
Case No.: CV09-12792; KILGORE  
APN: 455-220-009

**NOTICE IS HEREBY GIVEN** that the hearing that was to be held before the Riverside County Board of Supervisors on **Tuesday, February 5, 2013, at 9:30 a.m.** in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California, **has been rescheduled to Tuesday, February 26, 2013, at 9:30 a.m.** 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 Use without Riverside County Planning Department approval, Excessive outside storage located on your real property commonly described as 25490 GRANITE VALLEY TR, HOMELAND, Riverside County, California and more particularly described as Assessor's Parcel Number 455-220-009.

The total expense due, including all other fees and costs, for the abatement of the above-described dangerous or injurious condition is **One Thousand One Hundred Forty Seven Dollars and Three Cents, (US \$1,147.03)**. 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 Senior Officer Michelle Cervantes 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 check-in 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



HECTOR VIRAY

Supervising Code Enforcement Officer  
Enclosure: Statement of Abatement Costs

## **RESPONSIBLE PARTIES LIST**

**Subject Property: 25475 ECHO VALLEY CIR, HOMELAND; Case No.: CV09-12792  
APN: 455-220-009; District 3/5**

**EARL DEWAYNE KILGORE / SANDY KILGORE  
C/O EARL KILGORE  
25490 GRANITE VALLEY TR  
HOMELAND, CA 92548**

**JASON, EARL & SANDY KILGORE  
25475 ECHO VALLEY CIR  
HOMELAND, CA 92548**

**Security Pacific Housing Services  
3170 Chicago Ave  
Riverside, CA 92507**

**Bank of America  
P O Box 2240  
BREA, CA. 92622**



# COUNTY OF RIVERSIDE CODE ENFORCEMENT

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

Date: 11/29/2012

Property Reference/Mailing Address
455220009 EARL DEWAYNE KILGORE SANDY KILGORE 25490 GRANITE VALLEY TR HOMELAND, CA. 92548

## Summary Statement of Abatement Costs

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

Date	Invoice Number & Amount	Amount	Balance
11/29/2012	CV0912792- INV #105453. Orig. Amount \$1,147.03.	1,147.03	1,147.03
		<b>Total Now Due</b>	<b>\$1,147.03</b>

**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

**County of Riverside  
Code Enforcement Department**

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



# Statement of Abatement Costs

455220009  
EARL DEWAYNE KILGORE  
SANDY KILGORE  
25490 GRANITE VALLEY TR  
HOMELAND, CA 92548

Date	Invoice #
11/29/2012	105453

Property Address
455220009 EARL DEWAYNE KILGORE SANDY KILGORE 25490 GRANITE VALLEY TR HOMELAND, CA 92548

Case Number	District	Class
CV0912792	5	SOAC

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

Date	Item	Description	Hours/Qty	Rate	Amount
1/12/2010	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
4/19/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
11/29/2012	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			97.70
5/20/2010	Attorney Fees	Attorney Fees - County Counsel	1.4	69.75714	97.66
6/1/2010	Attorney Fees	Attorney Fees - County Counsel	1.8	69.76111	125.57
6/2/2010	Attorney Fees	Attorney Fees - County Counsel	3.5	69.76	244.16
6/16/2010	Attorney Fees	Attorney Fees - County Counsel	0.7	69.75714	48.83
6/16/2010	Attorney Fees	Attorney Fees - County Counsel	0.5	139.52	69.76
6/22/2010	Attorney Fees	Attorney Fees - County Counsel	0.1	139.50	13.95
6/30/2010	Attorney Fees	Attorney Fees - County Counsel	0.1	139.50	13.95
6/30/2010	Attorney Fees	Attorney Fees - County Counsel	0.4	74.975	29.99
7/6/2010	County Counsel-Mail	County Counsel-Mailing	1	5.54	5.54
7/20/2010	Attorney Fees	Attorney Fees - County Counsel	0.1	143.20	14.32
11/29/2012	Prepare Case for SOAC H...	Prepare Case for Statement of Abatement Costs Hearing		125.55	125.55
	Attend SOAC Hearing	Attend Statement of Abatement Costs Hearing		69.75	69.75
		Subtotal County Counsel Costs			859.03
2/4/2010	Lot/Title Report	Lot/Title Report	1	114.00	114.00
6/4/2010	Lot/Title Report	Lot/Title Report	1	57.00	57.00
11/29/2012	DataQuick	Property Finder Reports & Transaction Report		19.30	19.30
		Subtotal Contractor Costs			190.30
<b>Subtotal</b>					<b>\$1,147.03</b>

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.

<b>Payments/Credits</b>	\$0.00
<b>Total Now Due</b>	<b>\$1,147.03</b>

**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.**

*[Signature]*  
Code Enforcement Department



**PROOF OF SERVICE**  
Case No. CV09-12792

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Dean Deines, 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 4080 Lemon Street, 12<sup>th</sup> Floor, Riverside, California 92501.

That on January 28, 2013, I served the following document(s):


**RESCHEDULED NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS**  
**SUMMARY STATEMENT OF ABATEMENT COSTS**  
**STATEMENT OF ABATEMENT COSTS**  
**RESPONSIBLE OR INTERESTED PARTIES LIST**

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

**OWNERS OR INTERESTED PARTIES**  
**(SEE RESPONSIBLE OR INTERESTED PARTIES 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 January 28, 2013, 2012, at Riverside, California.

  
Dean Deines  
Code Enforcement Aide

**STATEMENT OF ABATEMENT COSTS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FROM:** Code Enforcement Department  
**SUBJECT:** Statement of Abatement Costs  
          [Case No.: CV09-12792]  
          Subject Property: 25475 GRANITEVALLEY TR, HOMELAND; KILGORE  
          APN: 455-220-009  
          District: 3/5

**TABLE OF SUPPLEMENTAL DOCUMENTS  
FILED WITH THE CLERK OF THE BOARD**

**Hearing Date: February 26, 2013**

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 12/13, And Geographic Information System November 28, 2012 ..	Exhibit C
Lot Book Report .....	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

January 8, 2013

**NOTICE OF HEARING RE:  
STATEMENT OF ABATEMENT COSTS**

To: Owner(s) or Interested Parties  
(See Attached Proof of Service  
and Responsible Parties List)

Subject Property: 25475 ECHO VALLEY CIR,  
HOMELAND  
Case No.: CV09-12792; KILGORE  
APN: 455-220-009

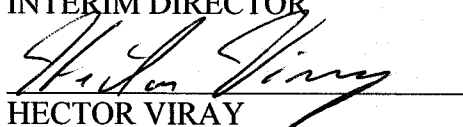
**NOTICE IS HEREBY GIVEN** that a hearing will be held before the Riverside County Board of Supervisors on **Tuesday, February 5, 2013, at 9:30 a.m.** in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California, at which time and place pertinent testimony will be heard 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 Permit located on your real property commonly described as 25475 ECHO VALLEY CIR, HOMELAND, Riverside County, California and more particularly described as Assessor's Parcel Number 455-220-009.

The total expense due, including all other fees and costs, for the abatement of the above-described ~~dangerous~~ or injurious condition is One Thousand One Hundred Forty Seven Dollars and Three Cents, **(US \$1,147.03)**. 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 Senior Officer Michelle Cervantes 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 check-in 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

  
HECTOR VIRAY  
Supervising Code Enforcement Officer  
Enclosure: Statement of Abatement Costs

## **RESPONSIBLE PARTIES LIST**

Subject Property: 25475 ECHO VALLEY CIR, HOMELAND; Case No.: CV09-12792  
APN: 455-220-009; District 3

### **OWNER**

EARL DEWAYNE KILGORE / SANDY KILGORE  
C/O EARL KILGORE  
25490 GRANITE VALLEY TR  
HOMELAND, CA 92548

### **PROPERTY LOCATION**

JASON, EARL & SANDY KILGORE  
25475 ECHO VALLEY CIR  
HOMELAND, CA 92548

### **LIENHOLDER**

Security Pacific Housing Services  
3170 Chicago Ave  
Riverside, CA 92507

### **LIENHOLDER**

Bank of America  
P O Box 2240  
BREA, CA. 92622

**PROOF OF SERVICE**

Case No. CV09-12792

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Dean Deines, 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 4080 Lemon Street, 12<sup>th</sup> Floor, Riverside, California 92501.

That on January 8, 2013, I served the following document(s):

**NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS**

**SUMMARY STATEMENT OF ABATEMENT COSTS**

**STATEMENT OF ABATEMENT COSTS**

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

**OWNERS OR INTERESTED PARTIES  
(SEE RESPONSIBLE OR INTERESTED PARTIES LIST)**


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 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).

XX **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 January 8, 2013, 2012, at Riverside, California.

  
\_\_\_\_\_  
Dean Deines  
Code Enforcement Aide

**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**AFFIDAVIT OF POSTING OF NOTICES**

January 8, 2013

RE CASE NO: CV0912792.

I, Ariana Meza, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 581 South Grand Avenue, San Jacinto, California, 92582 .

That on 01/08/2013 at 11:45am, I securely and conspicuously posted Notice of Hearing Re: Summary of Abatement Costs at the property described as:

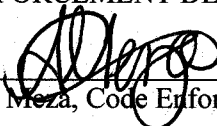
**Property Address:** 25475 ECHO VALLEY CIR, HOMELAND

**Assessor's Parcel Number:** 455-220-009

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

Executed on January 8, 2013 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Ariana Meza, 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
455220009 EARL DEWAYNE KILGORE SANDY KILGORE 25490 GRANITE VALLEY TR HOMELAND, CA. 92548

Date: 11/29/2012

## Summary Statement of Abatement Costs

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

Date	Invoice Number & Amount	Amount	Balance
11/29/2012	CV0912792- INV #105453. Orig. Amount \$1,147.03.	1,147.03	1,147.03
		<b>Total Now Due</b>	<b>\$1,147.03</b>

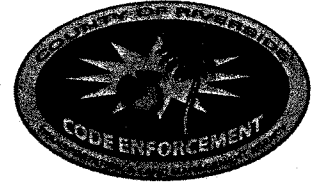
The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees, or other collection costs incurred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

**County of Riverside  
Code Enforcement Department**

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



# Statement of Abatement Costs

455220009  
EARL DEWAYNE KILGORE  
SANDY KILGORE  
25490 GRANITE VALLEY TR  
HOMELAND, CA 92548

Date	Invoice #
11/29/2012	105453

<b>Property Address</b>
455220009 EARL DEWAYNE KILGORE SANDY KILGORE 25490 GRANITE VALLEY TR HOMELAND, CA 92548

Case Number	District	Class
CV0912792	5	SOAC

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

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4/19/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
11/29/2012	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			97.70
5/20/2010	Attorney Fees	Attorney Fees - County Counsel	1.4	69.75714	97.66
6/1/2010	Attorney Fees	Attorney Fees - County Counsel	1.8	69.76111	125.57
6/2/2010	Attorney Fees	Attorney Fees - County Counsel	3.5	69.76	244.16
6/16/2010	Attorney Fees	Attorney Fees - County Counsel	0.7	69.75714	48.83
6/16/2010	Attorney Fees	Attorney Fees - County Counsel	0.5	139.52	69.76
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6/30/2010	Attorney Fees	Attorney Fees - County Counsel	0.1	139.50	13.95
6/30/2010	Attorney Fees	Attorney Fees - County Counsel	0.4	74.975	29.99
7/6/2010	County Counsel-Mail	County Counsel-Mailing	1	5.54	5.54
7/20/2010	Attorney Fees	Attorney Fees - County Counsel	0.1	143.20	14.32
11/29/2012	Prepare Case for SOAC H...	Prepare Case for Statement of Abatement Costs Hearing		125.55	125.55
	Attend SOAC Hearing	Attend Statement of Abatement Costs Hearing		69.75	69.75
		Subtotal County Counsel Costs			859.03
2/4/2010	Lot/Title Report	Lot/Title Report	1	114.00	114.00
6/4/2010	Lot/Title Report	Lot/Title Report	1	57.00	57.00
11/29/2012	DataQuick	Property Finder Reports & Transaction Report		19.30	19.30
		Subtotal Contractor Costs			190.30
				<b>Subtotal</b>	<b>\$1,147.03</b>

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.

<b>Payments/Credits</b>	\$0.00
<b>Total Now Due</b>	<b>\$1,147.03</b>

**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

# SUMMARY OF COUNTY COUNSEL LABOR COST

Case Number CV0912792

TOTALS: Lines: 9    Hours: 8.6    Cost: \$658.19

BILL DATE	CASE NUMBER	BILL HOURS	BILL AMOUNT	ATTY	DESCRIPTION
5/20/2010	CV0912792	1.4	\$97.66	RM	Initial review of file; organize documents and exhibits; meeting with supervisor to discuss case; review e-mail correspondence from code enforcement officer.
6/1/2010	CV0912792	1.8	\$125.57	RM	Initial review of file and investigation report; printed updated investigation report; organized documents and exhibits; e-mail and telecon with code enforcement officers (x5).
6/2/2010	CV0912792	3.5	\$244.16	RM	Review file; updated file with documents from code enforcement. initial draft of form 11, notice list and officer declaration; revisions thereto.
6/16/2010	CV0912792	0.5	\$69.76	LAF	reviewed abatement package (Form 11, Notice List, Declaration of Code Officer) for sufficiency; requested revisions
6/16/2010	CV0912792	0.7	\$48.83	RM	Review file; revised officer declaration.
6/22/2010	CV0912792	0.1	\$13.95	LAF	continue analysis of abatement package to verify revisions made
6/30/2010	CV0912792	0.4	\$29.99	RM	Revise form 11 format per request of the clerk of the board.
6/30/2010	CV0912792	0.1	\$13.95	LAF	review notice to correct county ordinance violations and abate public nuisance and executed same
7/20/2010	CV0912792	0.1	\$14.32	LAF	reviewed and executed Form 11; return to Code Aide for further processing

Case Number CV0912792

TOTALS: Lines: 9    Hours: 8.6    Cost: \$658.19

# SUMMARY OF COUNTY COUNSEL MAILING EXPENSES

Case Number CV0912792

TOTALS: Lines: 1 Pages: 1 Cost: \$5.54

## Other Cases

MAIL DATE	CASE NUMBER	DOCUMENT TYPE	PAGES	COST PER PAGE	MAILING COST
7/6/2010	CV0912792	Abatement	1	\$5.54	\$5.54

Case Number CV0912792

TOTALS: Lines: 1 Pages: 1 Cost: \$5.54

# Expenditure Transactions

Criteria: Post On = 8/1/2002..11/30/2012

Journal Date	Journal ID	Fund	Department	Account	Program	Project	Class	Amount	Description	Operator
<b>Fund 10000 -- General Fund</b>										
<b>Account 525440 -- Professional Services</b>										
3/22/2010	AP01369713	10000	3140100000	525440		ZCV0912792		114.00	PARTIES OF INTEREST REPORTS	E148473
6/30/2010	ACOGAD0268	10000	3140100000	525440		ZCV0912792		57.00	TLARC_00251988	E222605
7/1/2010	ACOGADR258	10000	3140100000	525440		ZCV0912792		-57.00	TLARC_00251988	E222605
7/1/2010	AP01391753	10000	3140100000	525440		ZCV0912792		57.00	PARTIES OF INTEREST REPORTS IN	E148473
<b>Total Professional Services</b>								171.00		
<b>Total General Fund</b>								171.00		

**Vouchers**

Criteria: Accounting Date = 7/1/2002..11/30/2012

Accounting Date	Voucher ID	Invoice ID	Vendor ID	Vendor Name	Amount Invoiced	Amount Paid	Amount Due
<b>Fund 10000 -- General Fund</b>							
3/22/2010	TLARC-00244238	RZ00018	RIVCO-0000054864	RZ Title Services Inc	114.00	114.00	0.00
7/1/2010	TLARC-00251988	RZ00022	RIVCO-0000054864	RZ Title Services Inc	57.00	57.00	0.00
<b>Total General Fund</b>					<b>171.00</b>	<b>171.00</b>	<b>0.00</b>



# INVOICE

<b>Order Number:</b> 28082	<b>Order Date:</b> 12/19/2012
----------------------------	-------------------------------

**Customer Information:**

Acct No. 1044

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

Attn: Brent Steele  
REF: CV09-12792 / Dean V. Deines Jr.  
IN RE: KILGORE, EARL DEWAYNE; KILGORE, SANDY

Product and/or Service ordered for Property known as:	
25475 Echo Valley Circle Homeland, CA 92548	
<b>DESCRIPTION:</b>	<b>FEE:</b>
Lot Book Report	\$120.00
<b>TOTAL DUE:</b>	<b>\$120.00</b>

Payment due upon receipt. Please remit to:

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

# **EXHIBIT “C”**

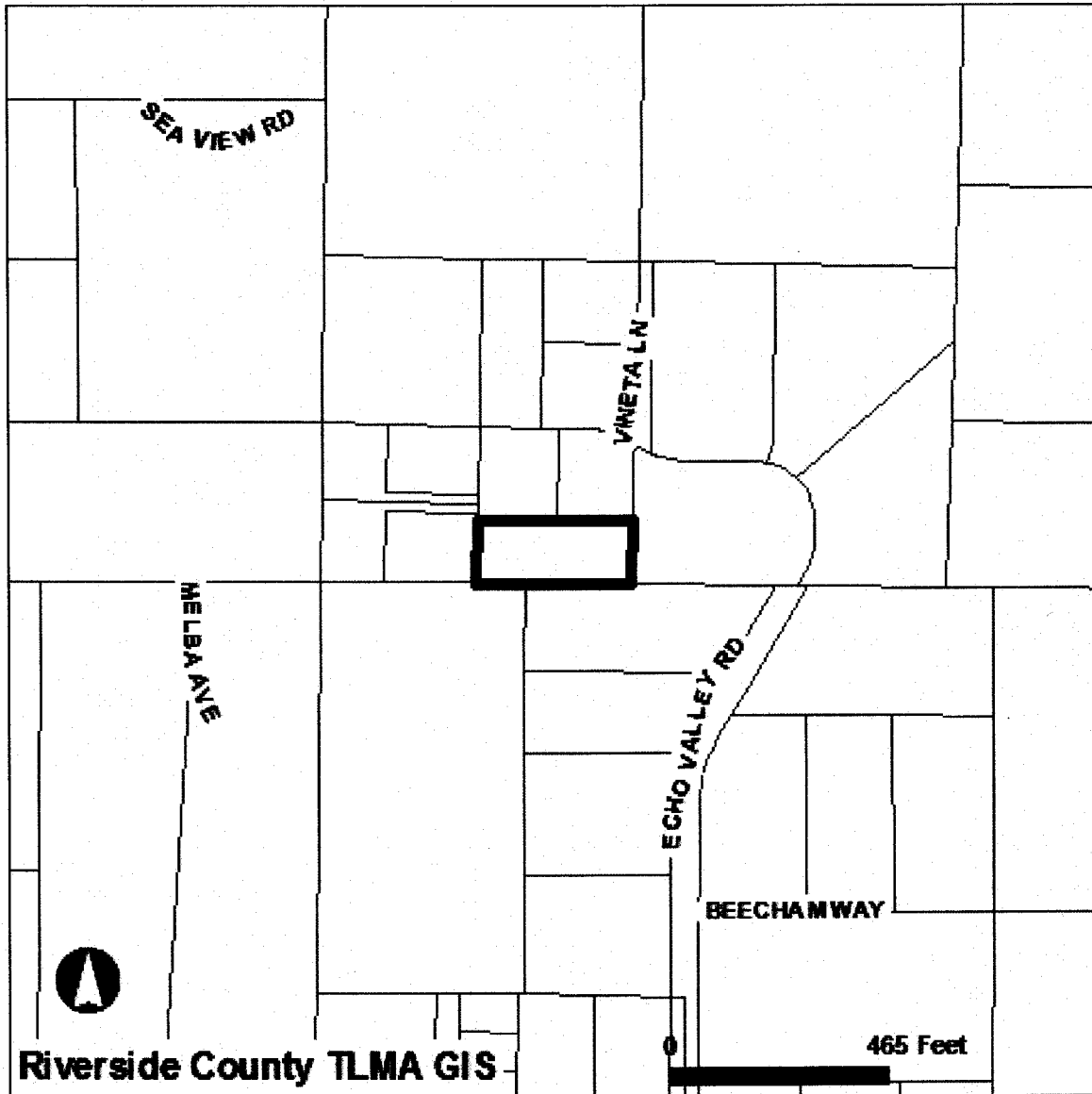


## Assessment Roll For the 2012-2013 Tax Year as of January 1,2012

Assessment #455220009-3		Parcel # 455220009-3	
<b>Assessee:</b>	KILGORE EARL DEWAYNE	<b>Land</b>	6,961
<b>Assessee:</b>	KILGORE SANDY	<b>Structure</b>	52,157
<b>Mail Address:</b>	25490 GRANITE VALLEY TR HOMELAND CA 92548	<b>Full Value</b>	59,118
<b>Real Property Use Code:</b>	MF	<b>Total Net</b>	59,118
<b>Base Year</b>	1990		
<b>Conveyance Number:</b>	0170117		
<b>Conveyance (mm/yy):</b>	5/1989		
<b>PUI:</b>	M030012		
<b>TRA:</b>	89-020		
<b>Taxability Code:</b>	0-00		
<b>Assessment Description:</b>	1990 FLEETWOOD 3563B		
<b>ID Data:</b>	Lot D PM 036/036 PM 8209		
<b>Situs Address:</b>	25490 GRANITE VALLEY TR HOMELAND CA 92548		



RIVERSIDE COUNTY GIS



Selected parcel(s):  
455-220-009

**\*IMPORTANT\***

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

**STANDARD REPORT**

**APNs**

455-220-009-3

**OWNER NAME / ADDRESS**

EARL DEWAYNE KILGORE  
SANDY KILGORE  
25490 GRANITE VALLEY TR  
HOMELAND, CA. 92548

**MAILING ADDRESS**

C/O EARL KILGORE  
(SEE SITUS)

**LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: PM 36/36  
SUBDIVISION NAME: PM 8209  
LOT/PARCEL: 3, BLOCK: NOT AVAILABLE  
TRACT NUMBER: NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 1.02 ACRES

**PROPERTY CHARACTERISTICS**

WOOD FRAME, 1344 SQFT., 3 BDRM/ 2 BATH, 1 STORY, CONST'D 1990COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 809 GRID: D7

**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)**

MARION ASHLEY, DISTRICT 5

**TOWNSHIP/RANGE**

T5SR2W SEC 9

**ELEVATION RANGE**

1756/1776 FEET

**PREVIOUS APN**

455-220-003

---

***PLANNING***

---

**LAND USE DESIGNATIONS**

MDR

**SANTA ROSA ESCARPMENT BOUNDARY**

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

**AREA PLAN (RCIP)**

HARVEST VALLEY / WINCHESTER

**COMMUNITY ADVISORY COUNCILS**

ROMOLAND - HOMELAND (MAC)

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

HIGHWAY 79 POLICY AREA

**ZONING CLASSIFICATIONS (ORD. 348)**

R-R

**ZONING DISTRICTS AND ZONING AREAS**

HOMELAND 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 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)**

COASTAL SAGE SCRUB  
DEVELOPED/DISTURBED LAND

---

## **FIRE**

---

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

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

**FIRE RESPONSIBILITY AREA**

STATE RESPONSIBILITY AREA

---

## **DEVELOPMENT FEES**

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**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. SAN JACINTO

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

HIGHWAY 74/79 CORRIDOR

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

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

**DEVELOPMENT AGREEMENTS**

NOT IN A DEVELOPMENT AGREEMENT AREA

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

NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

**ROAD BOOK PAGE**

104

**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**

EMWD

**FLOOD CONTROL DISTRICT**

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

**WATERSHED**

SAN JACINTO VALLEY

---

**GEOLOGIC**

---

**FAULT ZONE**

NOT IN A FAULT ZONE

**FAULTS**

NOT WITHIN A 1/2 MILE OF A FAULT

**LIQUEFACTION POTENTIAL**

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.

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**MISCELLANEOUS**

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**SCHOOL DISTRICT**

ROMOLAND &amp; PERRIS UNION HIGH

**COMMUNITIES**

HOMELAND

**COUNTY SERVICE AREA**

IN OR PARTIALLY WITHIN

LAKEVIEW/NUEVO/ROMOLAND/HOMELAND #146 -

STREET LIGHTING

LIBRARY

**LIGHTING (ORD. 655)**

ZONE B, 30.39 MILES FROM MT. PALOMAR OBSERVATORY

**2000 CENSUS TRACT**

042720

**FARMLAND**

OTHER LANDS

**TAX RATE AREAS**

089020

- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 146
- CSA 152
- EASTERN MUN WATER IMP DIST 18
- EASTERN MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- PERRIS AREA ELEM SCHOOL FUND
- PERRIS JR HIGH AREA FUND
- PERRIS UNION HIGH SCHOOL
- PERRIS VALLEY CEMETERY
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- ROMOLAND SCHOOL
- SAN JACINTO BASIN RESOURCE CONS
- VALLEY HEALTH SYSTEM HOSP DIST

**SPECIAL NOTES**  
NO SPECIAL NOTES

**CODE COMPLAINTS**

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

REPORT PRINTED ON...Wed Nov 28 17:17:42 2012  
Version 121101

# **EXHIBIT “D”**



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

## Lot Book Report

Order Number: **28082**

**Customer:**

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

Order Date: 12/19/2012  
Dated as of: 12/10/2012  
County Name: Riverside

Attn: Brent Steele  
Reference: CV09-12792 / Dean V. Deines Jr.  
IN RE: KILGORE, EARL DEWAYNE; KILGORE, SANDY

FEE(s):  
Report: \$120.00

Property Address: 25475 Echo Valley Circle  
Homeland CA 92548

Assessor's Parcel No. : 455-220-009-3

**Assessments:**

Land Value:	\$6,961.00
Improvement Value:	\$52,157.00
Exemption Value:	\$0.00
Total Value:	\$59,118.00

## Tax Information

Property Taxes for the Fiscal Year	2012-2013
First Installment	\$344.56
Penalty	\$0.00
Status	PAID
Second Installment	\$344.56
Penalty	\$0.00
Status	OPEN NOT-PAID (Due date 04/10/2013)





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

Order Number: 28082

Reference: CV09-12792 / Dea

## Property Vesting

The last recorded document transferring title of said property

Dated	05/17/1989
Recorded	05/25/1989
Document No.	170117
D.T.T.	\$0.00
Grantor	Sandy Rochele Holmes
Grantee	Earl Dewayne Kilgore and Sandy Kilgore, husband and wife as joint tenants

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	02/14/1990
Recorded	02/27/1990
Document No.	071165
Amount	\$39,780.00
Trustor	Earl Dewayne Kilgore and Sandy Kilgore, husband and wife
Trustee	Shoshone Service Corporation, a California Corporation
Beneficiary	Security Pacific Housing Services, Inc., a California corporation

Position No.	2nd
A Deed of Trust Dated	07/13/1992
Recorded	07/20/1992
Document No.	0265698
Amount	\$67,370.00
Trustor	Earl Dewayne Kilgore and Sandy Kilgore, who are married to each other
Trustee	Equitable Deed Company
Beneficiary	Bank of America National Trust and Savings Association, a national banking association



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

Order Number: 28082

Reference: CV09-12792 / Dea

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## Additional Information

Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Earl Dewayne Kilgore, Sandy Kilgore
Case No.	CV09-12792
Recorded	01/13/2010
Document No.	2010-0015233

## Legal Description

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

PARCEL NUMBER 3 OF PARCEL MAP 8209 AS SHOWN BY MAP RECORDED IN BOOK 36 PAGE 36 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

May 25, 1989

Photographed By TICOR

170117

170117

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND FEES OTHERWISE SHOWN BELOW MAIL TAX STATEMENTS TO

EARLY Sandy Kilgore  
25490 Echo Valley CR  
Homeland, Calif 92348

RECEIVED FOR RECORDING  
AT 8:30 O'CLOCK A.M.  
MAY 25 1989  
Recorded in Official Records  
of Riverside County, California  
Fees \$ 3 Recorder

Title Order No. \_\_\_\_\_ Fee \$ 6.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_  
 computed on full value of property conveyed, or  
 computed on full value less value of liens and  
 encumbrances remaining at the time of sale.

Signature of Secretary of State Determining Tax \_\_\_\_\_ Fee \$ \_\_\_\_\_

Sandy Roxhale Holmes

the undersigned grantor(s), for a valuable consideration, receipt of which is hereby acknowledged, do hereby remise,  
 release and forever quitclaim to EARLY DORISNE KILGORE and SANDY KILGORE husband and  
 wife as joint tenants  
 the following described real property in the City of \_\_\_\_\_  
 County of Riverside State of California

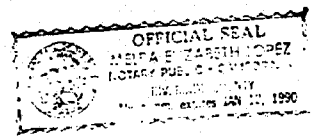
Tract Number 3 of parcel map 8209 as shown by map  
 recorded in book 36 Page 310 of parcels maps, Riverside County  
 records. Also known as 25490 Echo Valley CR, Homeland Ca  
 92348

Assessor's parcel No 455220009-3

Executed on 5-17 1989 at Hemet Calif  
 Sandy R. Holmes AKA  
 Sandy R. Holmes  
 Sandy R. Kilgore

STATE OF CALIFORNIA }  
 COUNTY OF Riverside }  
 On this 17th day of May the year 1989 before me  
 the undersigned a Notary Public in and for said State, personally appeared  
 SANDY - R - HOLMES, AKA - SANDY -  
 R - KILGORE.

personally known to me or proved to  
 me on the basis of satisfactory evidence, to be the person whose name  
 is subscribed to the within instrument and acknowledged to me that  
 s/he executed it  
 WITNESS my hand and office seal



Maria Elizabeth Lopez  
 Notary Public in and for said State

MAIL TAX STATEMENTS TO: SANDY KILGORE 25490 Echo Valley CR Homeland 92348  
 NAME: ADDRESS: ZIP:

This document has no effect unless the tax conditions are complied in the tax included number before the sign  
 and the tax is paid. If the tax is not paid, the document is void. It is the responsibility of the person who  
 records a document to pay the tax. If you do not, the tax will be paid by you, the recorder and the  
 1984 REGISTRATION NO.

171165  
 Karrow or Loan No. RECORDING REQUESTED BY  
**ORANGE COAST TITLE CO.**

RECEIVED FOR RECORDS  
 AT 438 CROOK A.M.  
 AT REQUEST OF  
**ORANGE COAST TITLE CO.**  
**FEB 27 1990**  
 Received in Office of Notary Public, California  
 Linda C. Grigg  
 Notary Public

WHEN RECORDS MAIL TO  
**Security Pacific Housing Services**  
**3170 Chicago Avenue**  
**Riverside, CA 92507**

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**  
 INCORPORATING BY REFERENCE CERTAIN PROVISIONS OF A DEED OF TRUST OF RECORD 4/88 FOMA 81

R-87915-12

7  
 5

This Deed of Trust, Made this **14th** day of **FEBRUARY, 1990**, between  
**EARL DEWAYNE KILGORE and SANDY KILGORE, husband and wife**, herein called TRUSTOR,  
 whose address is **25490 Granite Valley Trail** **Homeland** **CA** **92348**  
 (Number and Street) (City) (Zip) (State)  
**SHOSHONE SERVICE CORPORATION**, a California Corporation, herein called TRUSTEE, and  
**SECURITY PACIFIC HOUSING SERVICES, INC.**, a California corporation  
 herein called BENEFICIARY,  
 Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF  
 SALE, that property in **RIVERSIDE** County, California, described as

Parcel Number 3 of Parcel Map 8209 as shown by map recorded in Book 36 page 36 of parcel maps, Riverside County Records.

All monies payable under this Note, secured by this Deed of Trust, shall become immediately due and payable at the option of the holder should title to the property securing this Note or any portion thereof be conveyed, alienated, or transferred in any manner, whether by action of any of the parties or by operation of law.

TOGETHER WITH the rents, issues and profits thereof, which Trustor irrevocably assigns to Trustee in trust, together with the right to collect and enforce the payment of same notwithstanding the provisions of paragraph (f) on the reverse.  
 For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 39,780.00. 3. Payment of such additional sums as may hereafter be borrowed from Beneficiary by the then record owner of said property when evidenced by another promissory note (or notes).  
 To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the deed of trust recorded 7/15/81 in the book and page of Official records in the office of the county recorder of the county where property is located, noted below opposite the name of such county, viz:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	61-21733		Elgin	1508	18	Fresno	2411	487	Glenn	92	810
Alpine	39	104	Lake	1098	606	Plumas	353	380	Siskiyou	221	638
Armeda	397	442	Lassen	358	560	Riverside	1591	13722	Solano	81	D1456
Bullo	2838	658	Los Angeles	51-705755		Sacramento	810715	605	Sonoma	81-039741	
Calaveras	590	362	Madara	1525	015	San Benito	488	283	Stanislaus	3459	604
Colusa	626	65	Marin	81-031446		San Bernardino	81-155193		Sutter	1021	484
Contra Costa	10406	822	Mariposa	228	218	San Diego	81-227134		Tehama	860	259
Del Norte	257	850	Menocino	1314	43	San Francisco	D227	215	Tulare	219	78
El Dorado	1994	498	Merced	2290	828	San Joaquin	81-046526		Tulare	5882	253
Essex	7754	682	Modoc	280	843	San Luis Obispo	2340	801	Tuolumne	849	374
Glenn	688	454	Mono	351	101	San Mateo	66678AS		Ventura		686748
Humboldt	1648	813	Monterey	1483	782	Santa Barbara	81-29016		Yolo	1482	481
Imperial	1472	297	Napa	1200	385	Santa Clara	7112249		Yuba	797	43
Inyo	254	12	Nevada	81-18661		Santa Cruz	3349	341			
Kern	5389	1479	Orange	14141	1476	Shasta	1824	638			

(which provisions identical in all counties are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust. Trustor agrees to pay all charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

STATE OF CALIFORNIA COUNTY OF **RIVERSIDE**  
 On **February 14, 1990**, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared **Earl Dewayne Kilgore** and **Sandy Kilgore** \*\*\*\*\*

*Earl Dewayne Kilgore*  
 Earl Dewayne Kilgore  
*Sandy Kilgore*  
 Sandy Kilgore

known to me or (proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge that they executed the same.

WITNESS my hand and official seal.  
 (Seal) *Linda C. Grigg*



Submitted for Recordation  
By and Return to

Tract Number 16998 - 99948



30. CALIF. CONSUMER LOAN CTR.  
3151 E. IMPERIAL HIGHWAY  
BREA, CA 92821

RECEIVED FOR RECORD  
AT 8:00 O'CLOCK

JUL 20 1992

Recorder  
17

(Space Above This Line For Recording Data)

### DEED OF TRUST

THIS DEED OF TRUST is made this 19th day of July, 1992  
among Trustor, EARL DEWAYNE KILGORE AND SANDY KILGORE, WHO ARE MARRIED TO EACH OTHER

(herein "Borrower"), Equitable Deed Company herein "Trustee", and the Beneficiary, Bank of America National Trust and Savings Association, a national banking association (herein "Lender"). Trustee is a subsidiary of Lender.

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of RIVERSIDE, State of California:

**PARCEL 3 OF PARCEL MAP 8208, AS SHOWN BY MAP RECORDED IN BOOK 38, PAGE 38, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.**

which has the address of 28480 GRANITE VALLEY TR, HOMELAND  
(Street) (City)  
California 92348 (herein "Property Address"); Parcel No. 485-220-004-3  
(Tax Parcel)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which 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 are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated 07/13/92 and extensions and renewals thereof (herein "Note"), in the principal sum of \$ 87,370.00 the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower and Lender agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest obligations evidenced by the Note and late charges as provided in the Note.

**2. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Deed of Trust, and back-sold payments or ground rents, if any.

**3. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

**4. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a lease in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**5. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in the Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 5, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder.

**6. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**7. Eminent Domain.** The proceeds of any award or claim for damages, direct or consequential, in connection with any eminent domain action or other condemnation or taking of the Property, or part thereof, or for conveyance in lieu thereof, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

**8. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification or satisfaction of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right of remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**9. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 12 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying the Deed of Trust as to that Borrower's interest in the Property.

**10. Notices.** Any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. If a mailing address appears below opposite a Borrower's signature, notices to that Borrower shall be sent to the address indicated. Otherwise notices shall be sent to Borrower at the Property Address on page 1 of this Deed of Trust.

Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower.

Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**11. Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein. "Attorneys' fees" include fees for the services of Lender's own salaried lawyers or independent counsel that it hires.

12. **Due on Sale.** If all or any part of the Property or an interest therein is sold or transferred by (or on behalf of) a person or persons who are not the Borrower or a partner, officer, director, trustee, or other legal entity without Lender's prior written consent, Lender may, at Lender's option, the term of the loan secured by this Deed of Trust to be immediately due and payable. Lender may, in its discretion, waive its option to accelerate. As a condition of Lender's waiving the option to accelerate provided herein, Lender may charge certain fees, may require an increase in the current Note interest rate, an increase in the fixed base index figure or margin (if applicable) or any or all of them, may raise the terms of interest rate change, or may require other changes to the Note, this Deed of Trust, or both.

13. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in the Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender may, at Lender's option, shall give notice to Borrower as provided in paragraph 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 13, including, but not limited to, reasonable attorneys' fees.

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 and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall send copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale in the manner and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder of the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement of the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of this instrument; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any to the person or persons therein entitled thereto.

14. **Assignment of Rents, Appointment of Receiver; Lender in Possession.** Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 13 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 13 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

15. **Substitute Trustee.** Lender, at Lender's 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 where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the trustee herein and by applicable law.

16. **Request for Notices.** Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924b of the Civil Code of California.

17. **Riders to this Deed of Trust.** If one or more riders are executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of each such rider shall be incorporated into and shall amend and complement the covenants and agreements of this Deed of Trust as if the rider(s) were a part of this Deed of Trust. [Check applicable boxes:]

Captive Variable Rate Rider  
 Unthrift Specific

Unaffiliated Mobilehome/Manufactured Home Rider  
 Mobilehome/Manufactured Home Fixture Rider

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

By [Signature] (Borrower) accept and agree to the terms and covenants contained in this Deed of Trust and as amended executed by Borrower and recorded with it.

MAILING ADDRESS FOR NOTICES  
(See Paragraph 10)

Street

26490 GRANITE VALLEY TR

City and State

HOMELAND, CA

Signature of Borrower

*Earl Dewayne Kilgore*  
EARL DEWAYNE KILGORE  
*Sandy Kilgore*  
SANDY KILGORE

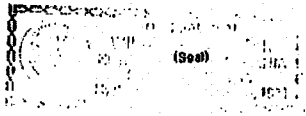
[Space Below This Line for Acknowledgment]

State of California )  
County of Riverside )

On July 13, 1992 before me, \_\_\_\_\_  
personally appeared Earl Dewayne Kilgore and Sandy Kilgore

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

WITNESS my hand and official seal  
Signature *Wilda Sue Palmer*  
Wilda Sue Palmer





Bank of America

Rider to Deed of Trust  
Unaffixed Mobilehome/Manufactured Home Rider

15888-08848

This Rider is made this 13th day of July, 1992  
and is incorporated into and shall be deemed to amend and supplement the deed of trust  
("Deed of Trust") of the same date given by the undersigned ("Borrower") to secure Borrower's  
Note to Bank of America National Trust and Savings Association ("Lender").

ADDITIONAL PARAGRAPHS TO DEED OF TRUST. Borrower and Lender further agree as  
follows:

A. A mobilehome or manufactured home, as contemplated by Health and Safety  
Code §§1800B and 18007, respectively, has been or will be placed or installed on the  
Property. However, the mobilehome or manufactured home will not be installed on a  
permanent foundation system, pursuant to Health and Safety Code §18551 which would  
render the mobilehome or manufactured home a fixture and a real property improvement  
to the Property. Therefore the conditions of Health and Safety Code §18551 have not  
been met, nor is it intended that they will be met. That mobilehome or manufactured  
home is covered by a security agreement under which Lender is the secured party.

B. Any foreclosure as to the mobilehome or manufactured home (1) may be  
conducted as provided in this deed of trust or as otherwise provided by the law  
governing real estate serving as security for indebtedness and not by the law governing  
the disposition of personal property collateral, in which event the foreclosure sale shall  
be a unified sale covering the real property and the mobilehome or manufactured home  
personal property whether the sale is conducted pursuant to power of sale or under  
Code of Civil Procedure §728 or (2) unless the same is prohibited by Health and Safety  
Code §18039.1, may be conducted as provided in the security agreement or as  
otherwise provided by the law governing the disposition of personal property serving as  
security for indebtedness and not by the law governing the foreclosure of real property,  
in which event any foreclosure as to the Property shall be separate from the  
foreclosure as to the mobilehome or manufactured home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this  
Rider.

*Earl D. Wayne Kilgore*  
EARL DEWAYNE KILGORE

BORROWER

*Sandy Kilgore*  
SANDY KILGORE

BORROWER

BORROWER

BORROWER



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

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DCHGCC					T:	CTY	UNI	039		

**NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING**

M  
039

In the matter of the Property of )

Case No.: CV09-12792

Earl Dewayne Kilgore )  
Sandy Kilgore )

**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 25475 Echo Valley Circle, Homeland, CA and more particularly described as Assessment Parcel No. 455-220-009 and having a legal description of 1.02 ACRES GRS IN PARS D & 3 PM 036/036 PM 8209 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 remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 24318 Hemlock Ave., Suite C-1, Moreno Valley, CA 92557, Attention Code Enforcement Officer Lori Lyon, 951-485-5840.

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

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

COUNTY OF RIVERSIDE  
DEPARTMENT OF CODE ENFORCEMENT

By: Mary Overholt  
Mary Overholt  
Code Enforcement Division

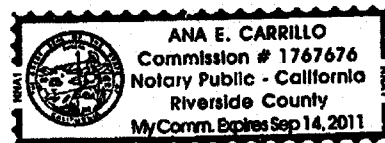
**ACKNOWLEDGEMENT**

State of California )  
County of Riverside )

On 12/24/09 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal:  
Ana E. Carrillo  
Commission # 1767676 Comm. Expires Sep. 14, 2011

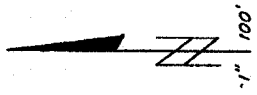


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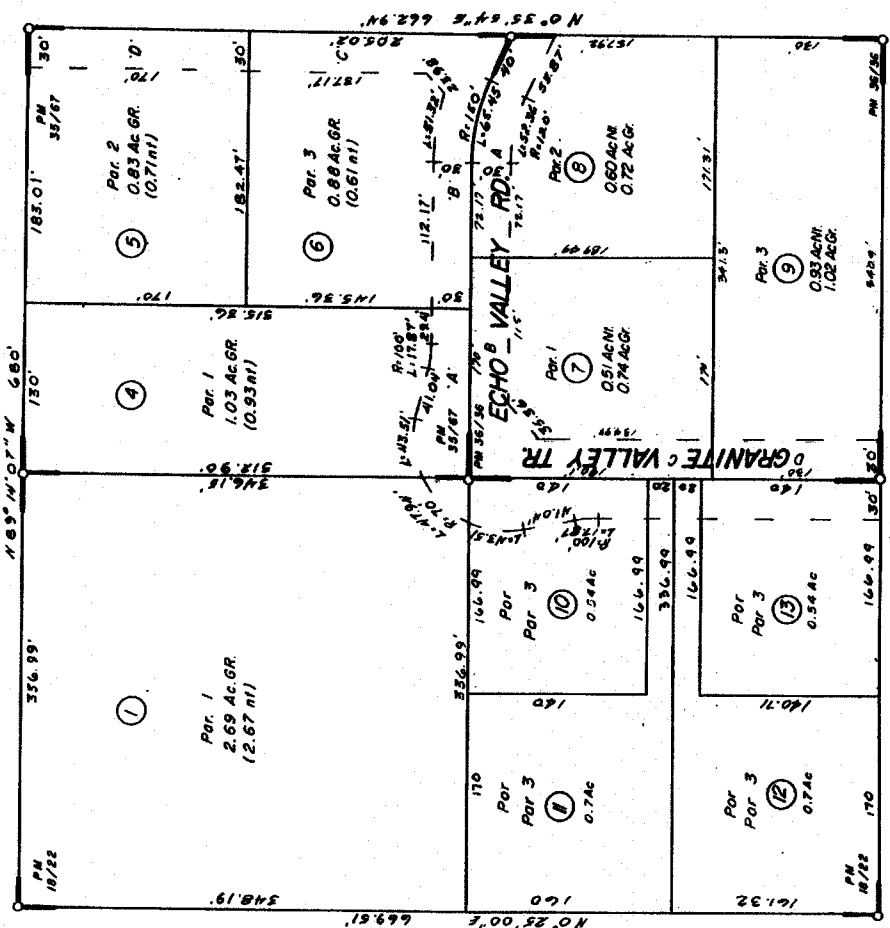
POR. NW 1/4 SEC. 9 T. 5 S., R. 2 W

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY -



BK.  
457

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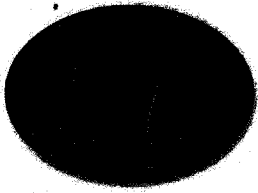
18

DATE	OLD NO.	NEW NO.
2/7/88	3	7-9
12-88	2	10-13

P.M. 18/22 Parcel Map No. 5350  
P.M. 35/67 " " 8207  
P.M. 36/36 " " 8209

DATA: COC 3197

# **EXHIBIT “E”**



# County of Riverside Code Enforcement Department

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

December 12, 2012

EARL DEWAYNE KILGORE / SANDY KILGORE  
C/O EARL KILGORE  
25490 GRANITE VALLEY TR  
HOMELAND, CA 92548

Subject Property: 25475 ECHO VALLEY CIR, HOMELAND  
Case No(s): CV09-12792  
APN No(s): 455-220-009

Dear Earl Dewayne Kilgore / Sandy Kilgore:

**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 Grading Without Permit located on your real property commonly described as 25475 ECHO VALLEY CIR, HOMELAND, and more particularly described as Assessor's Parcel Number 455-220-009.

The total amount due for the DEPARTMENT'S actions concerning the above-described dangerous or injurious condition is **One Thousand One Hundred Forty Seven Dollars and Three Cents (\$1,147.03)**.

**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 Senior Officer Regina Keyes at (951) 955-2004.

Code Enforcement Department

Hector Viray  
Supervising Code Enforcement Officer

**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

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

EARL DEWAYNE KILGORE / SANDY KILGORE  
C/O EARL KILGORE  
25490 GRANITE VALLEY TR  
HOMELAND, CA 92548

Subject Property: 25475 ECHO VALLEY CIR, HOMELAND  
Case No(s): CV09-12792  
APN No(s): 455-220-009

I, \_\_\_\_\_, hereby request a public hearing before the Board of  
Supervisors (Please PRINT your name here)

regarding case number(s) \_\_\_\_\_.

I request notice of the Board of Supervisors hearing date, time, and location (which shall not be less than 10 days from the submission of this request) to be mailed to me at the following address:

Return Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

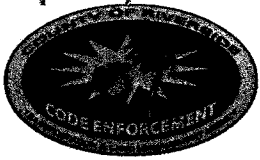
Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please SIGN your name here)

Print: \_\_\_\_\_  
(Please PRINT your name here)

You may contact me at the following daytime 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

Date: 11/29/2012

Property Reference/Mailing Address
455220009 EARL DEWAYNE KILGORE SANDY KILGORE 25490 GRANITE VALLEY TR HOMELAND, CA. 92548

## Summary Statement of Abatement Costs

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

Date	Invoice Number & Amount	Amount	Balance
11/29/2012	CV0912792- INV #105453. Orig. Amount \$1,147.03.	1,147.03	1,147.03
		<b>Total Now Due</b>	<b>\$1,147.03</b>

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

**County of Riverside  
Code Enforcement Department**

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



# Statement of Abatement Costs

455220009  
EARL DEWAYNE KILGORE  
SANDY KILGORE  
25490 GRANITE VALLEY TR  
HOMELAND, CA 92548

Date	Invoice #
11/29/2012	105453

<b>Property Address</b>
455220009 EARL DEWAYNE KILGORE SANDY KILGORE 25490 GRANITE VALLEY TR HOMELAND, CA 92548

Case Number	District	Class
CV0912792	5	SOAC

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

Date	Item	Description	Hours/Qty	Rate	Amount
1/12/2010	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
4/19/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
11/29/2012	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			97.70
5/20/2010	Attorney Fees	Attorney Fees - County Counsel	1.4	69.75714	97.66
6/1/2010	Attorney Fees	Attorney Fees - County Counsel	1.8	69.76111	125.57
6/2/2010	Attorney Fees	Attorney Fees - County Counsel	3.5	69.76	244.16
6/16/2010	Attorney Fees	Attorney Fees - County Counsel	0.7	69.75714	48.83
6/16/2010	Attorney Fees	Attorney Fees - County Counsel	0.5	139.52	69.76
6/22/2010	Attorney Fees	Attorney Fees - County Counsel	0.1	139.50	13.95
6/30/2010	Attorney Fees	Attorney Fees - County Counsel	0.1	139.50	13.95
6/30/2010	Attorney Fees	Attorney Fees - County Counsel	0.4	74.975	29.99
7/6/2010	County Counsel-Mail	County Counsel-Mailing	1	5.54	5.54
7/20/2010	Attorney Fees	Attorney Fees - County Counsel	0.1	143.20	14.32
11/29/2012	Prepare Case for SOAC H...	Prepare Case for Statement of Abatement Costs Hearing		125.55	125.55
	Attend SOAC Hearing	Attend Statement of Abatement Costs Hearing		69.75	69.75
		Subtotal County Counsel Costs			859.03
2/4/2010	Lot/Title Report	Lot/Title Report	1	114.00	114.00
6/4/2010	Lot/Title Report	Lot/Title Report	1	57.00	57.00
11/29/2012	DataQuick	Property Finder Reports & Transaction Report		19.30	19.30
		Subtotal Contractor Costs			190.30

**Subtotal** \$1,147.03

**Payments/Credits** \$0.00

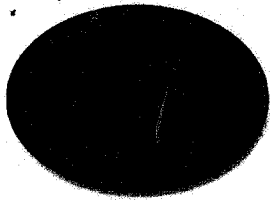
**Total Now Due** \$1,147.03

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





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**RESPONSIBLE PARTIES**

December 12, 2012

**OWNER**

EARL DEWAYNE KILGORE / SANDY KILGORE  
C/O EARL KILGORE  
25490 GRANITE VALLEY TR  
HOMELAND, CA 92548

**PROPERTY LOCATION**

JASON, EARL & SANDY KILGORE  
25475 ECHO VALLEY CIR  
HOMELAND, CA 92548

**LIENHOLDER**

Security Pacific Housing Services  
3170 Chicago Ave  
Riverside, CA 92507

**LIENHOLDER**

Bank of America  
P O Box 2240 re: 15888-09948  
BREA, CA. 92622

**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**PROOF OF SERVICE**

Case No. CV0912792

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Dean Deines, 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 December 12, 2012, I served the following document(s):

**NOTICE RE:**

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

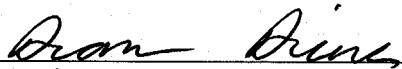
EARL DEWAYNE KILGORE / SANDY KILGORE C/O EARL KILGORE, 25490 GRANITE VALLEY TR,  
HOMELAND, CA 92548  
OCCUPANT 25475 ECHO VALLEY CIR, HOMELAND, CA 92548  
Security Pacific Housing Services 3170 Chicago Ave, Riverside, CA 92507  
Bank of America P O Box 2240 re: 15888-09948, BREA, CA. 92622

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 December 12, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Dean Deines, Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**AFFIDAVIT OF POSTING OF NOTICES**

December 17, 2012

RE CASE NO: CV0912792

I, Ariana Meza, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 581 South Grand Avenue, San Jacinto, California, 92582 .

That on 12/17/2012 at 11:06am, I securely and conspicuously posted 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 at the property described as:

**Property Address:** 25475 ECHO VALLEY CIR, HOMELAND

**Assessor's Parcel Number:** 455-220-009

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

Executed on December 17, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Ariana Meza, Code Enforcement Technician

# **EXHIBIT “F”**

**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

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

EARL DEWAYNE KILGORE / SANDY KILGORE  
C/O EARL KILGORE  
25490 GRANITE VALLEY TR  
HOMELAND, CA 92548

Subject Property: 25475 ECHO VALLEY CIR, HOMELAND  
Case No(s): CV09-12792  
APN No(s): 455-220-009

I, Sandy Kilgore, hereby request a public hearing before the Board of  
Supervisors (Please **PRINT** your name here)

regarding case number(s) CV09-12792

I request notice of the Board of Supervisors hearing date, time, and location (which shall not be less than 10  
days from the submission of this request) to be mailed to me at the following address:

Return Mailing Address: 25490 Granite Valley TR  
Homeland Calif 92548

Signed: Sandy Kilgore Date: 12-14-2012  
(Please **SIGN** your name here)

Print: Sandy Kilgore  
(Please **PRINT** your name here)

You may contact me at the following daytime phone number: 951-663-0398

**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 DEC 18 2012  
*Scanned Saf*