

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

304B



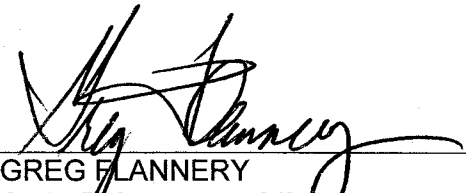
**FROM:** TLMA – Code Enforcement Department

**SUBMITTAL DATE:**  
April 16, 2014

**SUBJECT:** Statement of Abatement Costs [Case No. CV12-02092]  
Subject Property: 8974 Pigeon Pass Road, Moreno Valley; KARAKAS  
APN: 259-190-003  
District: 5/5 [\$ 689.40]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Assess the reasonable costs of abatement of a public nuisance (construction without permit) in the above-referenced matter to be **Six Hundred Eighty Nine Dollars and Forty Cents (US \$ 689.40)**
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  
Code Enforcement Officer

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
BY:  L. ALEXANDRA FONG  
DATE: 4/11/14

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	


**SOURCE OF FUNDS:** \_\_\_\_\_  
Budget Adjustment: \_\_\_\_\_  
For Fiscal Year: \_\_\_\_\_

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

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended with a revised amount of costs to \$375.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: April 29, 2014  
xc: TLMA-Code Enforc.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: \_\_\_\_\_ District: 5/5 Agenda Number: **9-3**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Statement of Abatement Costs [Case No. CV12-02092]**

**Subject Property: 8974 Pigeon Pass Road, Moreno Valley; KARAKAS**

**APN: 259-190-003**

**District: 5/5**

**DATE: April 16, 2014**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary**

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 was brought 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.

**ATTACHMENTS**

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

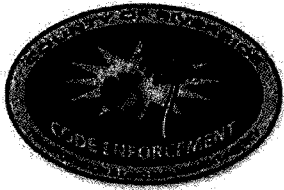
**FROM:** TLMA  
Code Enforcement Department  
**SUBJECT:** Statement of Abatement Costs [Case No. CV12-02092]  
Subject Property: 8974 Pigeon Pass Rd, Moreno Valley; KARAKAS  
APN: 259-190-003  
District: 5/5

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

**Hearing Date: APRIL 29, 2014**

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 Tax Year 2013/2014 And Geographic Information System, 2014 .....	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**

Greg Flannery  
Code Enforcement  
Official

April 2, 2014

**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:  
Case No.: CV12-02092; KARAKAS  
APN: 259-190-003


**NOTICE IS HEREBY GIVEN** that a hearing will be held before the Riverside County Board of Supervisors on **Tuesday, APRIL 29, 2014, 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 construction without permit located on your real property commonly described as 8974 Pigeon Pass Road, Riverside County, California and more particularly described as Assessor's Parcel Number 259-190-003.

The total expense due, including all other fees and costs, for the abatement of the above-described dangerous or injurious condition is nine Six Hundred Eighty Nine Dollars and Forty Cents, (US \$ 689.40). 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.**

GREG FLANNERY  
CODE ENFORCEMENT OFFICIAL

  
Mary Ortiz  
Supervising Code Enforcement Officer  
Enclosure: Statement of Abatement Costs

# **RESPONSIBLE OR INTERESTED PARTIES LIST**

Subject Property: 8974 Pigeon Pass Road, Moreno Valley;

Case No.: 12-02092- Karakas

APN: 259-190-003; District 5/5

KENNETH P. KARAKAS  
8974 PIGEON PASS ROAD  
MORENO VALLEY, 92557

WELLS FARGO  
1 HOME CAMPUS  
DES MOINES, IA 50328

SECRETARY OF HOUSING  
AND URBAN DEVELOPMENT  
451 7<sup>TH</sup> ST. S.W.  
WASHINGTON, D.C. 20410

WELLS FARGO BANK  
FINAL DOCS T7408-01F  
4101 WISEMAN BLVD. BLDG. 108  
SAN ANTONIO, TX 78251-4200

**PROOF OF SERVICE**  
**Case No. CV12-02092 -Karakas**

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Stacy Baumgartner, 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 April 2, 2014, I served the following document(s):

- NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS
- SUMMARY STATEMENT OF ABATEMENT COSTS AND STATEMENT OF ABATEMENT COSTS
- RESPONSIBLE PARTIES / NOTICE LIST

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

**OWNERS OR INTERESTED PARTIES**  
**(SEE NOTICE LIST ATTACHED TO NOTICE OF HEARING)**

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 April 2, 2014, at Riverside, California.

  
STACY BAUMGARTNER  
CODE ENFORCEMENT OFFICER III



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

Greg Flannery  
Code  
Enforcement  
Official

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**AFFIDAVIT OF POSTING OF NOTICES**

**Case No.: CV12-02092**

**I, David Jurden, hereby declare:**

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

County of Riverside  
Code Enforcement Department  
581 S. Grand Avenue  
San Jacinto, CA 92582

2. That on **April 9, 2014 at 1010 AM**, I securely and conspicuously posted the **NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS, SUMMARY STATEMENT OF ABATEMENT COSTS AND STATEMENT OF ABATEMENT COSTS, and RESPONSIBLE OR INTERESTED PARTIES LIST** at the property described as:

**Property Address: 8974 Pigeon Pass Road, Moreno Valley**

**Assessor's Parcel Number: 259-190-003**

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

Executed on **April 9, 2014** at San Jacinto, California.

**CODE ENFORCEMENT DEPARTMENT**

By:   
**David Jurden, 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
259190003 KENNETH P KARAKAS 8974 PIGEON PASS RD MORENO VALLEY, CA 92557

Date: 8/12/2013

## Summary Statement of Abatement Costs

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

Date	Invoice Number & Amount	Amount	Balance
08/12/2013	CV1202092- INV #106188. Orig. Amount \$589.40.	589.40	589.40
03/27/2013	CV1202092:A38609- INV #A38609. Orig. Amount \$100.00. A38609	100.00	689.40
		<b>Total Now Due</b>	<b>\$689.40</b>

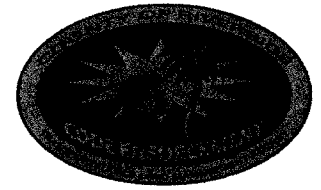
The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees, or other collection costs incurred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

259190003  
KENNETH P KARAKAS  
8974 PIGEON PASS RD  
MORENO VALLEY, CA 92557

Date	Invoice #
8/12/2013	106188

Case Number	District	Class
CV1202092	5	SOAC

Property Address
259190003 KENNETH P KARAKAS 8974 PIGEON PASS RD MORENO VALLEY, CA 92557

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

Date	Item	Description	Hours/Qty	Rate	Amount
2/21/2013	Officer Hours	Labor Charges - Officer Time	0.7	109.00	76.30
3/27/2013	Officer Hours	Labor Charges - Officer Time	0.7	109.00	76.30
4/1/2013	Officer Hours	Labor Charges - Officer Time	0.1	129.00	12.90
5/21/2013	Officer Hours	Labor Charges - Officer Time	0.4	109.00	43.60
8/12/2013	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			274.10
8/12/2013	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			195.30
8/12/2013	Lot Book Report			120.00	120.00
		Subtotal Contractor Costs			120.00

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>Subtotal</b>	\$589.40
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$589.40

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.



# County of Riverside Code Enforcement Department

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

## Administrative Citation

259190003  
KENNETH P KARAKAS  
8974 PIGEON PASS RD  
MORENO VALLEY, CA 92557

Citation Issue Date	Billing Date
3/27/2013	8/12/2013

Property Address
259190003 KENNETH P KARAKAS 8974 PIGEON PASS RD MORENO VALLEY, CA 92557

Citation Number	District	Class
A38609	5	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	A38609--CV1202092	1	100.00	100.00

<b>Subtotal</b>	\$100.00
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$100.00

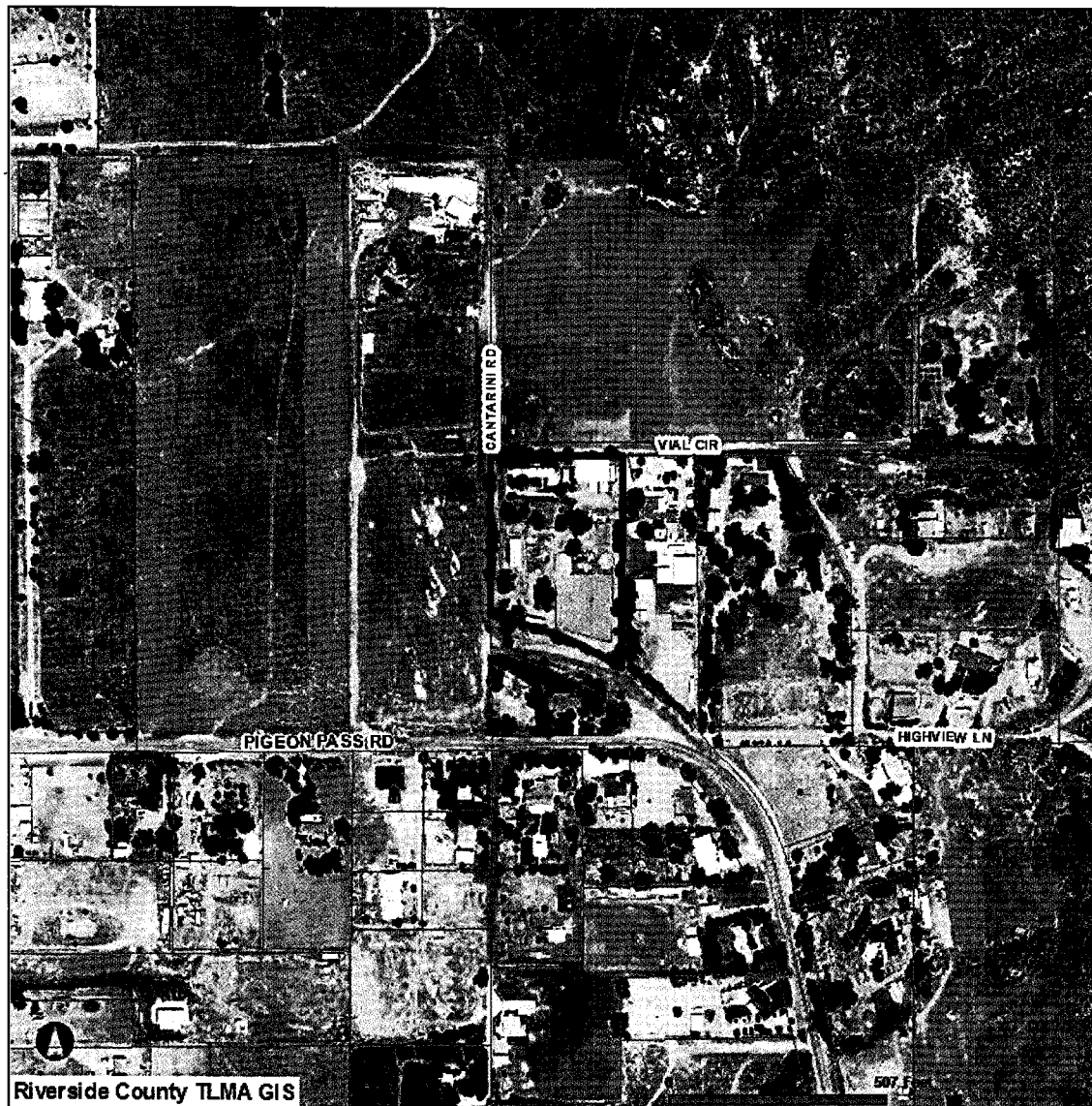
# **EXHIBIT “C”**

Assessment Roll For the 2013-2014 Tax Year as of January 1,2013

Assessment #259190003-1		Parcel # 259190003-1	
<b>Assessee:</b>	KARAKAS KENNETH P	<b>Land</b>	246,506
<b>Mail Address:</b>	8974 PIGEON PASS RD MORENO VALLEY CA 92557	<b>Structure</b>	89,630
<b>Real Property Use Code:</b>	R1	<b>Full Value</b>	336,136
<b>Base Year</b>	1991	<b>Total Net</b>	336,136
<b>Conveyance Number:</b>	0228772		
<b>Conveyance (mm/yy):</b>	5/2011		
<b>PUI:</b>	R010012		
<b>TRA:</b>	80-222		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	Lot 1 PM 006/097 PM 4813		
<b>Situs Address:</b>	8974 PIGEON PASS RD MORENO VALLEY CA 92557		

**View Parcel Map**

## RIVERSIDE COUNTY GIS



**Selected parcel(s):**  
259-190-003

**\*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**

259-190-003-1

**OWNER NAME / ADDRESS**

KENNETH P KARAKAS  
8974 PIGEON PASS RD  
MORENO VALLEY, CA. 92557

**MAILING ADDRESS**

(SEE OWNER)  
(SEE SITUS)

**LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: PM 6/97  
SUBDIVISION NAME: PM 4813  
LOT/PARCEL: 1, BLOCK: NOT AVAILABLE  
TRACT NUMBER: NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 2.88 ACRES

**PROPERTY CHARACTERISTICS**

WOOD FRAME, 1350 SQFT., 3 BDRM/ 1 BATH, 1 STORY, DETACHED GARAGE(360 SQ. FT), CONST'D 1964 COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 687 GRID: A2, B2

**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)**

MARION ASHLEY, DISTRICT 5

**SUPERVISORIAL DISTRICT (2001 BOUNDARIES)**

MARION ASHLEY, DISTRICT 5

**TOWNSHIP/RANGE**

T2SR4W SEC 14

**ELEVATION RANGE**

1948/1968 FEET

**PREVIOUS APN**

123-600-187

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**PLANNING**

---

**LAND USE DESIGNATIONS**

RC-EDR

**SANTA ROSA ESCARPMENT BOUNDARY**

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

**AREA PLAN (RCIP)**

RECHE CANYON / BADLANDS

**COMMUNITY ADVISORY COUNCILS**

NOT IN A COMMUNITY ADVISORY COUNCIL AREA

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

NONE

**ZONING CLASSIFICATIONS (ORD. 348)**

R-A-2 1/4

**ZONING DISTRICTS AND ZONING AREAS**

EDGEMONT-SUNNYMEAD DISTRICT

**ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

**HISTORIC PRESERVATION DISTRICTS**

NOT IN AN HISTORIC PRESERVATION DISTRICT



**SPECIFIC PLANS**

NOT WITHIN A SPECIFIC PLAN

**AGRICULTURAL PRESERVE**

NOT IN AN AGRICULTURAL PRESERVE

**REDEVELOPMENT AREAS**

NOT IN A REDEVELOPMENT AREA

**AIRPORT INFLUENCE AREAS**

NOT IN AN AIRPORT INFLUENCE AREA

**AIRPORT COMPATIBILITY ZONES**

NOT IN AN AIRPORT COMPATIBILITY ZONE

**ENVIRONMENTAL****CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA**

NOT IN A CONSERVATION AREA

**CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS**

NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

**WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP**

H

**WRMSHCP CELL NUMBER**

285

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

NONE

**VEGETATION (2005)**

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****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. CENTRAL

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

RECHE CANYON/BADLANDS

**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

**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**

45

**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**

LOW

**SUBSIDENCE**

SUSCEPTIBLE

**PALEONTOLOGICAL SENSITIVITY**

HIGH SENSITIVITY (HIGH B).

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

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**MISCELLANEOUS**

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**SCHOOL DISTRICT**

MORENO VALLEY UNIFIED

**COMMUNITIES**

BOX SPRINGS MOUNTAIN

**COUNTY SERVICE AREA**

NOT IN A COUNTY SERVICE AREA.

**LIGHTING (ORD. 655)**

NOT APPLICABLE, 49.53 MILES FROM MT. PALOMAR OBSERVATORY

**2010 CENSUS TRACT**

042412

**FARMLAND**

URBAN-BUILT UP LAND

**TAX RATE AREAS**

080222

•COUNTY FREE LIBRARY

•COUNTY SERVICE AREA 93 \*

•COUNTY STRUCTURE FIRE PROTECTION

- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZN 1
- FLOOD CONTROL ZONE 1
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- MORENA VAL UNIFIED SCH B AND I
- MORENO VALLEY UNIFIED SCHOOL
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- RIVERSIDE CITY COMMUNITY COLLEGE
- RIVERSIDE CORONA RESOURCE CONSER

**SPECIAL NOTES**

NO SPECIAL NOTES

**CODE COMPLAINTS**

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

REPORT PRINTED ON...Tue Mar 11 16:42:06 PDT 2014  
Version 131127

# **EXHIBIT “D”**



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

## Updated Lot Book

**Customer:**

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street  
 Riverside CA 92501

Attn: Brent Steele  
 Reference: CV12-02092 / Stacy L. Baumgartner  
 IN RE: KARAKAS, KENNETH

Order Number: **30858**

Order Date: 3/3/2014  
 Dated as of: 2/26/2014

County Name: Riverside

FEE(s):  
 Report: \$60.00

Property Address: 8974 Pigeon Pass Rd  
 Moreno Valley CA 92557

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

All exceptions are as follows:

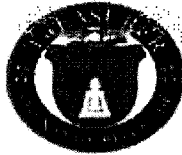
Assessor's Parcel No. : 259-190-003-1

Assessments:	Land Value:	\$246,506.00
	Improvement Value:	\$89,630.00
	Exemption Value:	\$0.00
	Total Value:	\$336,136.00

Property Taxes for the Fiscal Year	2013-2014
First Installment	\$2,338.87
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2014)
Second Installment	\$2,338.87
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2014)

NO OTHER EXCEPTIONS

County Administrative Center - 4th Floor  
4080 Lemon Street, P.O. Box 12005  
Riverside, CA 92502-2205  
(951) 955-3900  
(951) 955-3990 - Fax  
E-mail: [ttc@co.riverside.ca.us](mailto:ttc@co.riverside.ca.us)  
[www.countytreasurer.org](http://www.countytreasurer.org)



Palm Desert Office  
38-686 El Cerrito Rd  
Palm Desert, CA 92211

Temecula Office  
40935 County Center Dr., Ste C  
Temecula, CA 92591

**COUNTY OF RIVERSIDE  
TREASURER - TAX COLLECTOR  
NOTICE OF SALE OF TAX-DEFAULTED PROPERTY**

MARCH 5, 2014

RIVERSIDE COUNTY BOARD OF SUPERVISORS; C/O OFFICE OF COUNTY COUNSEL  
ATTN: DALE A. GARDNER, DEPUTY COUNTY COUNSEL  
CASE NO. CV 01-0046  
3535 TENTH STREET, SUITE 300 (STOP 1350)  
RIVERSIDE, CA 92501

The records in this office indicate that you may have some interest in the property that is subject to tax sale. Please disregard this notice if you have no interest in the property described as follows:

**OUTSIDE CITY**  
12070 THEODORE ST MORENO VALLEY 92553  
ASSESSMENT NUMBER 422020003-9  
LAST ASSESSED TO: JACKSON ROBERT N ESTATE OF TR

Unless a redemption of the Tax-Defaulted Property is received in the Tax Collector's Office on or before 5:00 p.m. on Wednesday, April 23, 2014, this property will be offered for sale to the highest bidder at [www.Bid4Assets.com/Riverside](http://www.Bid4Assets.com/Riverside) beginning Thursday, April 24, 2014 at 8:00 a.m. and ending Tuesday, April 29 2014 at staggered times.

If the property is not sold, the right of redemption will revive up to the close of business on the last business day prior to the next scheduled sale. Should you wish to bid at the sale, you must register first with Bid4assets at [www.bid4assets.com](http://www.bid4assets.com) by April 21, 2014.

If this property is sold at the internet auction, you have the right to claim excess proceeds remaining after the tax liens and costs have been satisfied. The amount you can claim is in proportion to your interest in the property with other claims of equal priority. To file a claim for excess proceeds, you must be a party of interest as defined in Section 4673 of the California Revenue and Taxation Code. Your claim for excess proceeds must be filed within one year of the recordation of the Tax Collector's deed to the purchaser.

To pay by credit card you may use our online system at [www.countytreasurer.org](http://www.countytreasurer.org) or our automated telephone system at 951-955-3900. To pay by cashier's check you may visit one of our office locations (Riverside, Temecula, or Palm Desert), or you may mail to the address located at the top of the letter. Payments being made by cash will only be accepted at the Riverside location. Please do not send cash through the mail.

In the event it has been necessary to serve personal notice of the sale, pursuant to Revenue and Taxation Code Section 3704.7, a fee of \$222.66 will be added to the below redemption amount.

If you have any questions about this notice, please contact the Tax Sale Operations Unit at the above address.

Don Kent  
Treasurer-Tax Collector

**PLEASE RETURN THIS STUB WITH YOUR PAYMENT TO:**  
COUNTY OF RIVERSIDE, TREASURER-TAX COLLECTOR, P.O. BOX 12005, RIVERSIDE, CA 92502-2205  
ATTN: TAX SALE OPERATIONS

TC 200 ITEM # 202

ASSESSMENT NUMBER 422020003-9

AMOUNT REQUIRED TO REDEEM	IF PAID DURING	AND BEFORE 5 P.M. ON
\$18,235.28	MARCH 2014	MARCH 31, 2014
\$18,362.86	APRIL 2014	APRIL 23, 2014

County Administrative Center - 4th Floor  
4080 Lemon Street, P.O. Box 12005  
Riverside, CA 92502-2205  
(951) 955-3900  
(951) 955-3990 - Fax  
E-mail: [ttc@co.riverside.ca.us](mailto:ttc@co.riverside.ca.us)  
[www.countytreasurer.org](http://www.countytreasurer.org)



Palm Desert Office  
38-686 El Cerrito Rd  
Palm Desert, CA 92211

Temecula Office  
40935 County Center Dr., Ste C  
Temecula, CA 92591

**COUNTY OF RIVERSIDE  
TREASURER - TAX COLLECTOR  
NOTICE OF SALE OF TAX-DEFAULTED PROPERTY**

MARCH 5, 2014

COUNTY OF RIVERSIDE; C/O OFFICE OF COUNTY COUNSEL  
ATTN: DALE A. GARDNER, DEPUTY COUNTY COUNSEL  
CASE # CV02-4378  
3535 TENTH STREET, SUITE 300  
RIVERSIDE, CA 92501

The records in this office indicate that you may have some interest in the property that is subject to tax sale. Please disregard this notice if you have no interest in the property described as follows:

**OUTSIDE CITY**  
21638 MOUNTAIN AVE PERRIS 92570  
ASSESSMENT NUMBER 343152015-0  
LAST ASSESSED TO: MOUNTAIN AVE

Unless a redemption of the Tax-Defaulted Property is received in the Tax Collector's Office on or before 5:00 p.m. on Wednesday, April 23, 2014, this property will be offered for sale to the highest bidder at [www.Bid4Assets.com/Riverside](http://www.Bid4Assets.com/Riverside) beginning Thursday, April 24, 2014 at 8:00 a.m. and ending Tuesday, April 29 2014 at staggered times.

If the property is not sold, the right of redemption will revive up to the close of business on the last business day prior to the next scheduled sale. Should you wish to bid at the sale, you must register first with Bid4assets at [www.bid4assets.com](http://www.bid4assets.com) by April 21, 2014.

If this property is sold at the internet auction, you have the right to claim excess proceeds remaining after the tax liens and costs have been satisfied. The amount you can claim is in proportion to your interest in the property with other claims of equal priority. To file a claim for excess proceeds, you must be a party of interest as defined in Section 4632 of the California Revenue and Taxation Code. Your claim for excess proceeds must be filed within one year of the recordation of the Tax Collector's deed to the purchaser.

To pay by credit card you may use our online system at [www.countytreasurer.org](http://www.countytreasurer.org) or our automated telephone system at 951-955-3900. To pay by cashier's check you may visit one of our office locations (Riverside, Temecula, or Palm Desert), or you may mail to the address located at the top of the letter. Payments being made by cash will only be accepted at the Riverside location. Please do not send cash through the mail.

In the event it has been necessary to serve personal notice of the sale, pursuant to Revenue and Taxation Code Section 3704.7, a fee of \$222.66 will be added to the below redemption amount.

If you have any questions about this notice, please contact the Tax Sale Operations Unit at the above address.

Don Kent  
Treasurer-Tax Collector

**PLEASE RETURN THIS STUB WITH YOUR PAYMENT TO:**

COUNTY OF RIVERSIDE, TREASURER-TAX COLLECTOR, P.O. BOX 12005, RIVERSIDE, CA 92502-2205  
ATTN: TAX SALE OPERATIONS

TC 200 ITEM # 119

ASSESSMENT NUMBER 343152015-0

AMOUNT REQUIRED TO REDEEM	IF PAID DURING	AND BEFORE 5 P.M. ON
\$73,769.99	MARCH 2014	MARCH 31, 2014
\$74,325.23	APRIL 2014	APRIL 23, 2014



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

## Lot Book Report

Order Number: **29118**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside CA 92501

Attn: Brent Steele  
Reference: CV12-02092 / Lane Padilla  
IN RE: KARAKAS, KENNETH P.

Order Date: 8/12/2013

Dated as of: 8/8/2013

County Name: Riverside

FEE(s):  
Report: \$120.00

Property Address: 8974 Pigeon Pass Road  
Moreno Valley CA 92557

Assessor's Parcel No. : 259-190-003-1

**Assessments:**

Land Value:	\$241,673.00
Improvement Value:	\$87,873.00
Exemption Value:	\$0.00
Total Value:	\$329,546.00

## Tax Information

Property Taxes for the Fiscal Year	2012-2013
Total Annual Tax	\$4,580.10
Status: Paid through	06/30/2013

## Property Vesting

The last recorded document transferring title of said property

Dated 02/09/2011

Recorded 05/24/2011





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

Order Number: 29118  
Reference: CV12-02092 / Lan

---

Document No.	2011-0228772
D.T.T.	\$0.00
Grantor	Kenneth P. Karakas, an unmarried man, who acquired title as Kenneth P. Karakas
Grantee	Kenneth P. Karakas, an unmarried man

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	05/13/2011
Recorded	05/24/2011
Document No.	2011-0228773
Amount	\$412,500.00
Trustor	Kenneth P. Karakas, an unmarried man
Trustee	Fidelity National Title
Beneficiary	Wells Fargo Bank, N.A.

Note: Document recorded with incorrect/incomplete legal description

Position No.	2nd
A Deed of Trust Dated	05/13/2011
Recorded	05/24/2011
Document No.	2011-0228774
Amount	\$412,500.00
Trustor	Kenneth P. Karakas, an unmarried man
Trustee	Fidelity National Title
Beneficiary	Secretary of Housing and Urban Development

Note: Document recorded with incorrect/incomplete legal description

Subordination Agreement Recorded	09/28/2011
Document No.	2011-0429749



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

Order Number: 29118  
Reference: CV12-02092 / Lan

## Additional Information

Document Type	Secon Amended Order Permitting Entries Onto Real Property
Document No.	2010-0040191
Recorded	01/28/2010
A Notice of Administrative Proceedings by the	
City of	San Jacinto
County of	Riverside
Recorded	04/15/2013
Document No.	2013-0177597
A Federal Tax Lien Recorded	
Document No	06/28/2007
Amount	2007-0422117
Debtor	\$23,858.45
ID No.	Kenneth P. Karakas
Creditor	xxx-xx-5140
	Internal Revenue Service
Abstract of Judgment Filed in the	
Case No.	Superior Court of California, County of Riverside, Historic Courthouse
Recorded	RIC1218160
Document No.	07/30/2013
Amount	2013-0366895
Debtor	\$9,148.86
Creditor	Kenneth P. Karakas
	Cach, LLC

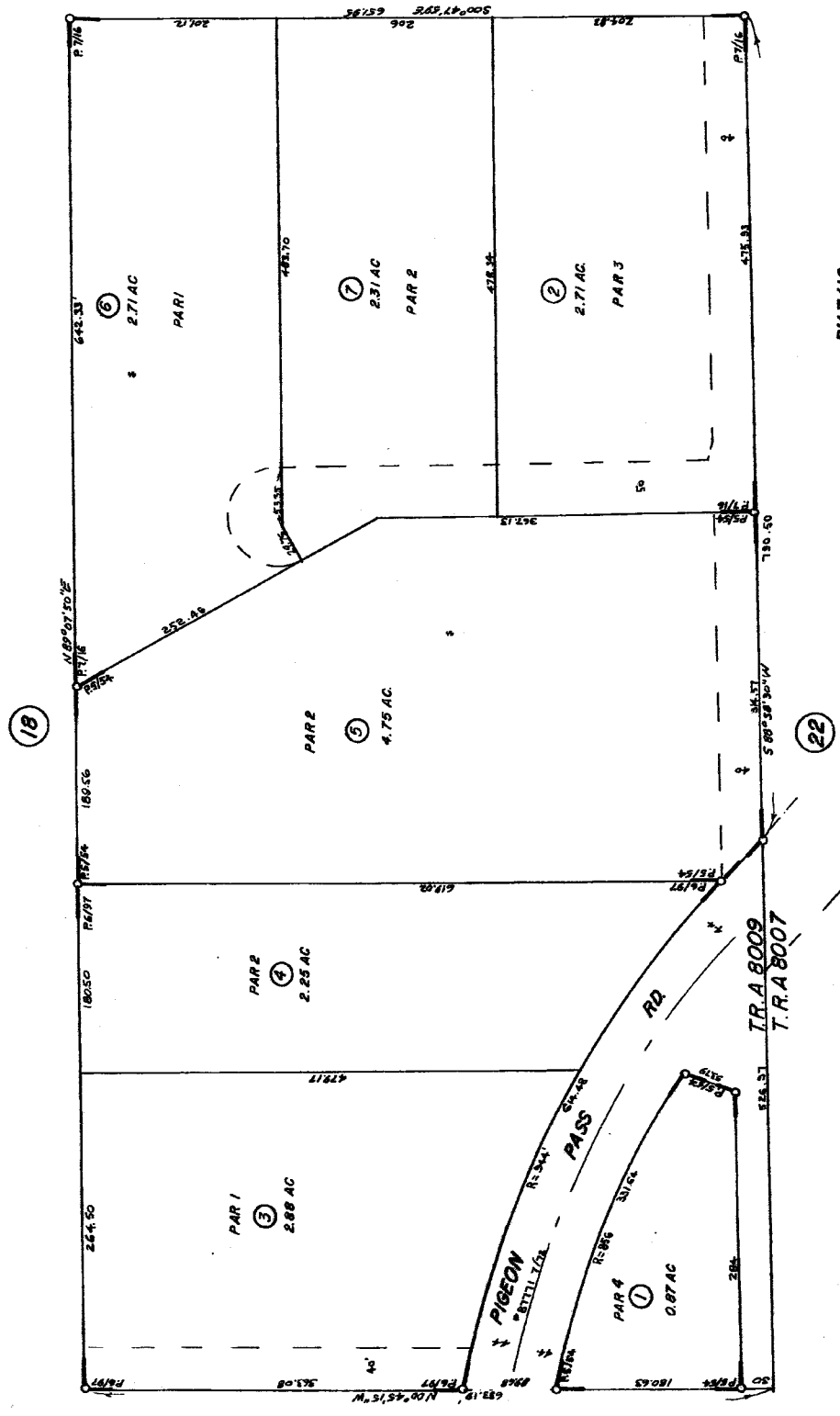
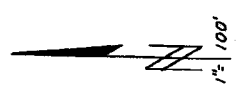
## Legal Description

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

PARCEL 1 OF PARCEL MAP 4813, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 97 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

12-36  
T.R.A. 080-222  
259-19

POR SE.1/4 SEC. 14 T.2S. R.4 W.



DATE	PLD.	BY	REVIEW	NO.

ASSESSORS MAP BK 259 PG. 19  
RIVERSIDE COUNTY, CALIF.

OCT 1973

PM. 7/16  
PM. 6/97  
P.M. 5/54

RECORDING REQUESTED BY:  
Commerce Title

AND WHEN RECORDED MAIL TO:

Mr. Kenneth P. Karakas  
8974 Pigeon Pass Road  
Moreno Valley, CA 92557



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

Title Order No.: 19109

Escrow No.: 4342-TKS

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

**DOCUMENTARY TRANSFER TAX is \$NONE\***

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area  City of Moreno Valley **AND**

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

**KENNETH P. KARAKAS, an Unmarried Man, who acquired title as KENNETH P. KARAKAS**

hereby GRANT(s) to:

**KENNETH P. KARAKAS, an Unmarried Man**

the real property in the City of Moreno Valley, County of Riverside, State of California, described as:  
**PARCEL 1 OF PARCEL MAP 4813, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 97 OF PARCEL MAPS,  
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.**

Also Known as: 8974 Pigeon Pass Road, Moreno Valley, CA 92557  
AP#: 259-190-003-1

\*This conveyance changes the manner in which title is held, grantor and grantee remain the same and continue to hold the same proportionate interest. (R&T 11911)

DATED February 9, 2011

STATE OF CALIFORNIA

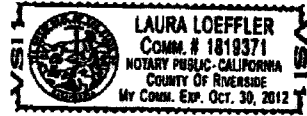
COUNTY OF Riverside

*[Signature]*  
KENNETH P. KARAKAS

On May 13, 2011

before me, Laura Loeffler, Notary Public

A Notary Public in and for said State personally appeared  
Kenneth P. Karakas



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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature *[Signature]*

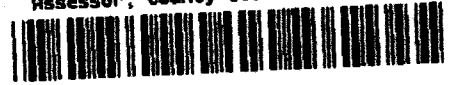
(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

T  
025

DOC # 2011-0228773  
 05/24/2011 02:08P Fee:45.00  
 Page 1 of 10  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder

This Document Prepared By:  
 WELLS FARGO BANK, N.A.  
 1003 E. BRIER DRIVE , X0501-04G  
 SAN BERNARDINO , CA 924082862



When Recorded Mail To:  
 FINAL DOCS T7408-01F  
 4101 WISEMAN BLVD BLDG 108  
 SAN ANTONIO, TX 78251-4200

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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						T:	CTY	UNI	025

19109 \_\_\_\_\_ (Space Above This Line)

State of California

FHA Case No. 048-6134730 951  
 Loan No. 0316162635

T  
 025  
 45

**CLOSED-END FIXED RATE  
 HOME EQUITY CONVERSION DEED OF TRUST  
 THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN**

THIS DEED OF TRUST ("Security Instrument") is made on 05/13/11. The trustor is **KENNETH P. KARAKAS AN UNMARRIED MAN**

whose address is 8974 PIGEON PASS ROAD , MORENO VALLEY CA 92557 ("Borrower"). The trustee is FIDELITY NATIONAL TITLE ("Trustee"). The beneficiary is WELLS FARGO BANK, N.A.

, which is organized and existing under the laws of THE UNITED STATES, and whose address is

101 NORTH PHILLIPS AVENUE SD 57104 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **FOUR HUNDRED TWELVE THOUSAND FIVE HUNDRED AND 00/100**

Dollars (U.S. \$ 412,500.00 ); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in RIVERSIDE County, California:

First American Loan Production Services  
 © 2008 First American Real Estate Solutions LLC  
 FALPS# CAHECM1SIF Rev. 12-28-08  
 NMFL #8807CA Doc Id: QFCA Rev. 1/2010

California HECM Security Instrument

**SEE ATTACHED**

which has the address of **8974 PIGEON PASS ROAD**

[Street]

**MORENO VALLEY**

[City]

**CA**

[State]

**92557**

[Zip Code]

("Property Address");

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

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

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

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

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be

lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**5. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

**6. Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

**(a) Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

**(b) Due and Payable with Secretary Approval.** Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

**(c) Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (ii) or (b) occur.

**(d) Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

**(e) Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

**(f) Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within **SIXTY DAYS** from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **SIXTY DAYS** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.



**11. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

**12. Lien Status.**

**(a) Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

**(b) Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

**(c) Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**13. Relationship to Second Security Instrument.**

**(a) Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

**(b) Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

**(c) Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

**14. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**15. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

**16. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

**17. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

**19. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

**20. Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

21. **Lien Priority.** The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

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

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

24. **Request for Notices.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.


25. **Statement of Obligation Fee.** 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.

26. **Obligatory Loan Advances.** Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances of interest, MIP, Servicing Fees, and other charges shall be obligatory.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

- Condominium Rider       Planned Unit Development Rider  
 Other (Specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

  
\_\_\_\_\_  
KENNETH P KARAKAS (Seal)  
-Borrower

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

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

\_\_\_\_\_  
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NMR. #8807CA Doc Id: QFCA

California HECM Security Instrument

[Space Below This Line For Acknowledgment]

STATE OF CALIFORNIA

) ss.  
)

COUNTY OF Riverside

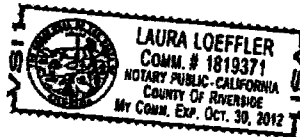
On May 13 2011 before me, Laura Loeffler, Notary Public  
personally appeared Kenneth F. Karakas

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



Escrow No.: 4500-TKS  
Date: May 18, 2011

**"EXHIBIT A"  
LEGAL DESCRIPTION**

**LOT 13 OF TRACT NO. 1945, BULLARD FIG GARDEN HIGHLANDS NO. 3, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 21, PAGE 71 OF PLATS, RECORDS OF SAID COUNTY.**

**ASSESSOR'S PARCEL NUMBER: 407-222-15**

DOC # 2011-0228774

05/24/2011 02:08P Fee: 45.00

Page 1 of 10

Recorded in Official Records

County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder

This Document Prepared By:  
WELLS FARGO BANK, N.A.  
1003 E. BRIER DRIVE , X0501-04G  
SAN BERNARDINO , CA 924082862



When Recorded Mail To:  
FINAL DOCS T7408-01F  
4101 WISEMAN BLVD BLDG 108  
SAN ANTONIO, TX 78251-4200

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State of California

FHA Case No. 048-6134730 951

Loan No. 0316162635

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**CLOSED-END FIXED RATE  
HOME EQUITY CONVERSION SECOND DEED OF TRUST**

**THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN**

THIS DEED OF TRUST ("Security Instrument" or "Second Security Instrument") is made  
on 05/13/11 . The trustor is **KENNETH P. KARAKAS , AN UNMARRIED**  
MAN

whose address is  
8974 PIGEON PASS ROAD , MORENO VALLEY CA 92557

("Borrower"). The trustee is **FIDELITY NATIONAL TITLE**

("Trustee"). The beneficiary is the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, S.W., Washington, DC 20410 ("Lender" or "Secretary"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **FOUR HUNDRED TWELVE THOUSAND FIVE HUNDRED AND 00/100**

(U.S. \$ **412,500.00** ); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Second Note.

For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in RIVERSIDE County, California:

SEE ATTACHED

which has the address of 8974 PIGEON PASS ROAD

(Street)

MORENO VALLEY

CA

92557

("Property Address");

(City)

(State)

(Zip Code)

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.

2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement. Lender may require Borrower to pay specified property charges directly to the party owed payment even though Lender pays other property charges as provided in this Paragraph.

3. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under the Second Note



and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto. In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**5. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

**6. Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary for the Home Equity Conversion Mortgage Insurance Program.

**9. Grounds for Acceleration of Debt.**

**(a) Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property); or
- (iii) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (iv) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (v) An obligation of the Borrower under this Security Instrument is not performed.

**(b) Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in Paragraph 9(a)(ii)-(v) occur.

**(c) Notice to Borrower.** Lender shall notify the Borrower whenever the loan becomes due and payable under Paragraph 9 (a)(ii)-(v). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

**(d) Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

**10. No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.

**11. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

**12. Lien Status.**

**(a) Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits

the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except the First Security Instrument described in Paragraph 13(a), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**13. Relationship to First Security Instrument.**

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and this Second Security Instrument. Borrower also has executed a First Note and First Security Instrument.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the First Note unless:

- (i) The First Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the holder of the First Note for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the First Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 19 to the holder of the First Note or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the First Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the First Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to the holder of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts owed under the First Note because of restrictions in this Paragraph 13.

(e) **Restrictions on Enforcement.** Notwithstanding anything else in this Security Instrument, the Borrower shall not be obligated to comply with the covenants hereof, and Paragraph 19 shall have no force and effect, whenever there is no outstanding balance under the Second Note.

14. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. **Successors and Assigns Bound; Joint and Several Liability.** Borrower may not assign any rights or obligations under this Security Instrument or the Second Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to the Secretary shall be given by first class mail to the HUD Field Office with jurisdiction over the Property or any other address designated by the Secretary. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Second Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Second Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Second Note are declared to be severable.

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

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

19. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19, except as provided in the First Security Instrument.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner

prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

**21. Lien Priority.** The full amount secured by this Security Instrument shall have a lien priority subordinate only to the full amount secured by the First Security Instrument.

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

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

**24. Request for Notices.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

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

**26. Obligatory Loan Advances.** Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances of interest, MIP, Servicing Fees, and other charges shall be obligatory.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

- Condominium Rider       Planned Unit Development Rider  
 Other (Specify)

(Acknowledgments on following page)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

  
\_\_\_\_\_  
KENNETH P KARAKAS (Seal)  
-Borrower

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

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

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

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

First American Loan Production Services  
© 2008 First American Real Estate Solutions LLC  
FALPS# CAHECM25IF-8 Rev. 12-26-08  
NMFL #8808CA Doc Id: QGCA

California HECM Second Security Instrument

Page 8

Public Record

[Space Below This Line For Acknowledgment]

STATE OF CALIFORNIA )

COUNTY OF Riverside ) ss.

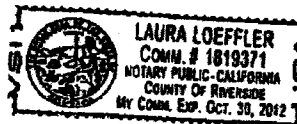
On May 13 2011 before me, Laura Loeffler, Notary Public  
personally appeared Kenneth F. Karakas

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



Escrow No.: 4500-TKS  
Date: May 18, 2011

**"EXHIBIT A"  
LEGAL DESCRIPTION**

**LOT 13 OF TRACT NO. 1945, BULLARD FIG GARDEN HIGHLANDS NO. 3, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 21, PAGE 71 OF PLATS, RECORDS OF SAID COUNTY.**

**ASSESSOR'S PARCEL NUMBER: 407-222-15**



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:  
TECHNICAL SERVICES INC  
24000 AVILA RD MAIL STOP 5905  
LAGUNA NIGEL CA 92677

DOC # 2011-0429749

09/28/2011 01:37P Fee:33.00

Page 1 of 2

Recorded in Official Records  
County of Riverside

Larry W. Ward  
Assessor, County Clerk & Recorder



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SUBORDINATION AGREEMENT  
Title of Document

33



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

# Subordination Agreement

**Form 669-D**  
(September 2008)

Department of the Treasury – Internal Revenue Service  
**Certificate of Subordination of Property From Federal Tax Lien**  
(Sec. 6325(d)(1) and/or Sec. 6325(d)(2) of the Internal Revenue Code)

KENNETH P KARAKUS of 8974 PIGEON PASS RD, City of MORENO CALLEY, County of Riverside County, State of CALIFORNIA, is indebted to the United States for unpaid internal revenue tax in the sum of One hundred eighty seven thousand fourteen dollars and 47/100 Dollars (\$187,014.47) as evidenced by:

Notice of Federal Tax Lien Serial Number (a)	Recording Information (b)	Date Recorded (c)	Taxpayer Identification Number (d)	Amount Shown on Lien (e)
344269207	2007-0127024	02/23/2007	xxx-xx-5140	\$163,156.02
371246607	2007-0422117	06/28/2007	xxx-xx-5140	\$23,858.45

A lien attaching to all the property of the taxpayer was filed to secure the amount owed. The notice of lien was filed with the County Recorder, for the Riverside County, in accordance with the applicable provisions of law.

The lien listed above is attached to certain property described as:

Parcel 1 of Parcel Map 4813, as shown by map on file in Book 6, Page 97 of Parcel maps, records of Riverside County, California  
Purported Address: 8974 Pigeon Pass Rd., Moreno Valley, Ca 92557  
APN: 259-190-003-1

**NOTE:** Always include the address of real property or a descriptive narrative of personal property in this section when using "See Attachment" and a more detailed description is being attached.

Under provisions of Internal Revenue code section 6325(d)(1) and/or section 6325(d)(2), the Internal Revenue Service subordinates the lien on the property described above to (Wells Fargo Bank, NA, its successors and/or assigns and The Secretary of Housing and Urban Development, its successors and/or assigns). However, the lien remains in effect for all other property, or rights to property, to which the lien is attached.

Signature 	Title Advisory Group Manager	Date 04/07/11
--	---------------------------------	------------------

(Note: Certificate of officer authorized by law to take acknowledgements is not essential to the validity of Discharge of Federal Tax Lien. Rev. Rul. 71-466, 1971-2, C.B. 409.)

Catalog No. 18751C

Form 669-D (Rev. 9-2006)

Public Record

DOC # 2010-0040191

01/28/2010 08:00A Fee:NC

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

Office of the Riverside  
County Counsel

AND WHEN RECORDED MAIL TO:

Office of the Riverside County  
Counsel  
3960 Orange Street, Fifth Floor  
Riverside, CA 92501  
Attn: Glenn Beloian



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			14			9			
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SECOND AMENDED ORDER PERMITTING ENTRIES ONTO REAL PROPERTY

Title of Document

C  
508

TRA: \_\_\_\_\_

DTT: \_\_\_\_\_

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

ACR 238P-AS4RE0 (Rev. 03/2008)

Public Record

(Exempt from Filing Fees Pursuant to Govt. Code § 6103)

412

PAMELA J. WALLS, County Counsel (SBN 123446)  
GLENN BELOIAN, Deputy County Counsel (SBN 100277)  
3535 Tenth Street, Suite 300  
Riverside, CA 92501-3674  
Telephone: (951) 955-6300  
Facsimile: (951) 955-6363

Attorneys for Petitioner County of Riverside

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

DEC 22 2009



DEC 24 2009

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

2010-0040191  
01/28/2010 09:09:09  
2 of 14



COUNTY OF RIVERSIDE, a political subdivision of the State of California,

Case No. RIC 534430

Petitioner,

~~[PROPOSED]~~ SECOND AMENDED ORDER  
PERMITTING ENTRIES ONTO  
REAL PROPERTY

v.

DONAVON D. RITZ;  
MARLENE M. RITZ;  
RONALD D. PETERSON;  
ZOANN M. PETERSON;  
SALENA CHAN;  
BRIAN NOBLE;  
LISA A. NOBLE;  
LIVIA M. EARP;  
ENRIQUE BALCAZAR;  
CARMEN BALCAZAR;  
DOUGLAS J. ADDLAND;  
THERESA ADDLAND;  
CHRISTOPHER E. WACKER;  
JOSEPH A. BAILEY;  
ST. MINA COPTIC ORTHODOX CHURCH;  
GILBERT J. DOMINGUEZ;  
PEGGY ANN DOMINGUEZ;  
MATTHEW J. HUNTER;  
BRENNAN HUNTER;  
DELIA P. GALVAN;  
YOLANDA FINCH;  
JEREMY MCGUIRE;  
EVA RITTER;  
MARTIN J. KENNEDY;  
EJINIO VERA;

IMAGED

2010-0040191  
01/28/2010 08:08A  
3 of 14



- 1 SAMUEL MINNIEFIELD;
- VERNA MAY MINNIEFIELD;
- 2 DIANA OCKERMAN;
- SCOTT DEARTH;
- 3 RICHARD ALAN MORDOFF;
- MONA MADSEN MORDOFF;
- 4 MICHAEL CLAYTON;
- FERNANDO BONILLA;
- 5 MARIA BONILLA;
- CRIS A. KLINGERMAN;
- 6 SHIRLEY TAYLOR;
- JONATHAN WHITEHOUSE;
- 7 LYDIA THOMPSON;
- LEONARD E. MROZ;
- 8 KAREN M. MROZ;
- JOSE LINARES;
- 9 AMADA LINARES;
- MARIO MARTINEZ;
- 10 VIRGINIA MARTINEZ;
- ROBERT D. MATTOX;
- 11 DIANE MATTOX;
- PATRICIA NEWCOMBE;
- 12 DOYLE TUCKER;
- CONNIE TUCKER;
- 13 ARMANDO VELASCO;
- RACHEL VELASCO;
- 14 CHARLA KINGSLEY;
- RENE LIABEUF;
- 15 LEO LODEN;
- LINDA LODEN;
- 16 JEFFREY J. JOHNSON;
- DIANE JOHNSON;
- 17 THERESA JIBILIAN;
- FRANCIS E. SMITHERAM;
- 18 CATHERINE SMITHERAM;
- DIANE M. MURDOCH;
- 19 SERGIO HUMBERTO VALDEZ;
- MARISELA FLORES DE VALDEZ;
- 20 CHERYL H. CHIPMAN;
- JUAN ANTONIO DIAZ;
- 21 PATRICIA DIAZ;
- JARDIEL RIVERA;
- 22 MARIA RODRIGUEZ;
- CHRISTINE FROEMKE;
- 23 DARRYL J. CHIPMAN;
- HERBERT HARVEY;
- 24 AURORA CASTILLO;
- THOMAS G. UMBRELL;
- 25 PENNY L. UMBRELL;
- MARGARET R. TURK;
- 26 CHRISTOPHER MEYER;
- JULIE MEYER;
- 27 MT. WHITNEY VENTURES LLC;
- 28

1 PALO CRISTI INVESTMENT DEFINED )  
BENEFIT PENSION PLAN; )  
2 BANKFIRST; )  
NORMA GUILLEN; )  
3 SANTIAGO GUILLEN; )  
BLUE RIBBON ENTERPRISES, LLC; )  
4 HIGHLAND HILLS DEVELOPMENT CORP.; )  
AGUSTIN SILVA; )  
5 MARITZA SILVA; )  
THOMAS NERYS; )  
6 JUDY F. BARKER LAYTON; )  
LUCIA CHUNG HONG; and )  
7 DOES 1 THROUGH 400, )

8  
9 Respondents.  
10

11  
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17 G:\Property\Gbeloian\COR v. A.W. Properties\Proposed Order.DOC  
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1 Attached hereto as Exhibit "A" (and incorporated herein by this reference) is a document that lists  
2 numerous "ASSESSOR'S PARCEL NOS. OF PROPERTIES TO BE ENTERED" (collectively the  
3 "Subject Properties"); that lists the "LAST KNOWN OWNERS OF RECORD OF PROPERTIES TO BE  
4 ENTERED" (collectively the "Subject Owners"); and that lists the "LAST KNOWN MAILING  
5 ADDRESSES OF THOSE OWNERS OF RECORD" (collectively the "Subject Service Addresses").

6 The first amended verified petition of the County of Riverside for an order (permitting entries onto  
7 the Subject Properties for the purposes and activities described herein) came on regularly for hearing by  
8 the court on DEC. 11, 2009 after notice was duly and properly given. Petitioner appeared by  
9 Deputy County Counsel Glenn Beloian. Respondents DID NOT APPEAR.

10  
11  
12 ~~appeared~~  
13 ~~by~~

14  
15 Upon proof being made to the satisfaction of the court that the petition ought to be granted, the  
16 court finds, determines, and orders that:

17 1. Petitioner is a political subdivision of the State of California that is authorized by law to  
18 exercise the power of eminent domain to acquire real property for public road construction.

19 2. Petitioner is considering a possible public road improvement project that would improve the  
20 mobility of vehicular traffic between about the northwestern area of the City of Moreno Valley (on the  
21 one hand) and about the southern boundary of the City of Grand Terrace (on the other hand).

22 Specifically, the possible project under consideration would realign, extend, widen, and otherwise  
23 transform existing Pigeon Pass Road into a four-lane limited-access arterial highway. The improvements  
24 comprising said possible public road improvement project will hereinafter be collectively referred to as  
25 the "Subject Road Improvements".

26 3. The Subject Properties are owned by the Subject Owners. Petitioner needs to enter upon  
27 the Subject Properties (for the purposes and activities described below in paragraphs 4 and 5) because the  
28 Subject Properties are located near the potential alternative locations of the Subject Road Improvements.

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-- 4 --

[PROPOSED] ORDER PERMITTING ENTRIES ONTO REAL PROPERTY

Public Record

1           4.     Specifically, petitioner needs to cause certain environmental surveys or studies to be  
2 performed on the Subject Properties in order to determine the feasibility of the above-described public  
3 road improvement project, in order to evaluate alternative alignments of the Subject Road Improvements,  
4 and in order to comply with applicable environmental laws including the California Environmental  
5 Quality Act.

6           5.     The nature and scope of the activities (of the County's agents and independent contractors)  
7 that are reasonably necessary to accomplish the above-stated purposes are listed below in subparagraphs  
8 (a) through (f):

9           (a)     They will need to enter upon the Subject Properties and walk around on them and  
10 visually inspect them (with their own eyes and with the aid of binoculars).

11           (b)     They may need to take small clippings from plants on the Subject Properties (and  
12 remove those clippings from those properties in order to examine them under a microscope for  
13 identification).

14           (c)     They will need to dig small holes in the Subject Properties that will be filled back-  
15 in immediately. The holes will have a diameter of approximately 9 inches and a depth of approximately  
16 16 inches. No samples of the soil from those holes will be removed from the Subject Properties. The  
17 purpose of the holes is to determine the degree of water saturation in the soil.

18           (d)     If seasonal ponds are identified on the Subject Properties, they will need to collect  
19 and examine samples of the aquatic invertebrates that are in those ponds. If those ponds contain Fairy  
20 Shrimp, small samples of those Fairy Shrimp will be collected and removed from the Subject Properties.  
21 All collected aquatic invertebrates (other than Fairy Shrimp) will immediately be returned back into the  
22 ponds. In addition, soil samples (totaling approximately 1 liter) may be removed from dry pools to  
23 determine if Fairy Shrimp cysts are present.

24           (e)     They may need to take photographs of the Subject Properties.

25           (f)     They will need to enter upon each one of the Subject Properties for no more than  
26 14 days per calendar year for the next three calendar years (beginning with the 2009 calendar year that  
27 runs from January 1, 2009 through December 31, 2009, and ending with the 2011 calendar year that runs  
28 from January 1, 2011 through December 31, 2011).





1           6.     Since the entries and activities described above are unlikely to result in anything more  
 2 intrusive than “trivial injuries” and “inconsequential interference[s] with the owner’s possession and use”  
 3 within the meaning of Code of Civil Procedure sections 1245.020 and 1245.060 (and their respective Law  
 4 Revision Commission Comments), since petitioner County of Riverside is an inherently solvent entity,  
 5 and since any aggrieved property owners would have the alternative remedy (under Code of Civil  
 6 Procedure section 1245.060(a)) of a civil action in case they suffer actual damages and/or substantial  
 7 interferences with their possession and use, the petitioner is not required to deposit any probable amount  
 8 of compensation within the meaning of Code of Civil Procedure sections 1245.030(c) and 1245.050.

9           NOW, THEREFORE, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

10          (a)     That the petitioner’s agents and independent contractors are, and shall forthwith be,  
 11 authorized and empowered to enter upon the Subject Properties for the purposes described above in  
 12 paragraphs 2, 3, and 4;

13          (b)     That the petitioner’s agents and independent contractors are, and shall forthwith be,  
 14 authorized and empowered to enter upon the Subject Properties in order to perform the activities  
 15 described above in paragraph 5; and

16          (c)     That service of this order shall be made on the Subject Owners (at the Subject Service  
 17 Addresses) by postage prepaid, first class (United States Postal Service) mail.

18 Dated: \_\_\_\_\_

19 12/17/09

20 *Marie C. Jones*  
 21 JUDGE OF THE RIVERSIDE COUNTY  
 22 SUPERIOR COURT



2019-0040191  
 01/29/2019 08:06A  
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# Exhibit A



2010-0040191  
01/28/2010 00:00A  
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# PIGEON PASS ROAD

	ASSESSOR'S PARCEL NOS. OF PROPERTIES TO BE ENTERED	STREET ADDRESSES OF PROPERTIES TO BE ENTERED (IF KNOWN)	LAST KNOWN OWNERS OF RECORD OF PROPERTIES TO BE ENTERED	LAST KNOWN MAILING ADDRESSES OF THOSE OWNERS OF RECORD
1	255150013		DONAVON B RITZ & MARLENE M RITZ	480 MAIN ST RIVERSIDE CA 92507
2	255150020		RONALD D PETERSON & ZOANN M PETERSON	284 E MAIN ST RIVERSIDE CA 92507
3	255170014		SALENA CHAN	P.O. BOX 70909 PASADENA CA 91117
4	255180001		BRIAN NOBLE & LISA A NOBLE	395 HERON LN RIVERSIDE CA 92507
5	255180011		BRIAN NOBLE & LISA A NOBLE	395 HERON LN RIVERSIDE CA 92507
6	255180015		LIVIA M EARP	1170 MOUNTAIN VIEW LN COLTON CA 92324
7	255220002		ENRIQUE & CARMEN BALCAZAR	P. O BOX 20919 RIVERSIDE CA 92516
8	255280008	22351 ST. MINAS CT COLTON CA 92324	DOUGLAS J ADDLAND & THERESA ADDLAND	22351 ST. MINAS CT COLTON CA 92324
9	255280009	22355 ST. MINAS CT COLTON CA 92324	CHRISTOPHER E WACKER	22355 ST. MINAS CT COLTON CA 92324
10	255290007		JOSEPH A BAILEY	1699 CENTER ST COLTON CA 92324
11	255290009		JOSEPH A BAILEY	1699 CENTER ST COLTON CA 92324
12	<del>255290013</del>	<del></del>	<del>ST. MINA COPTIC ORTHODOX CHURCH</del>	<del>22769 ST. MINAS CT. COLTON CA 92324</del>
13	255300019		GILBERT J DOMINGUEZ & PEGGY ANN DOMINGUEZ	7195 WINSHIP PL RIVERSIDE CA 92503
14	255300027		MATTHEW J HUNTER & BRENN HUNTER	7150 POPE KIROLOS AVE RIVERSIDE CA 92507
15	255380001		DELIA P GALVAN	295 CARLIN LN RIVERSIDE CA 92507
16	255381012		YOLANDA FINCH	288 CARLIN LN RIVERSIDE CA 92507
17	255381022		JEREMY McGUIRE	213 ORIOLE AVE RIVERSIDE CA 92507
18	257200023		EVA RITTER & MARTIN J KENNEDY	8573 PIGEON PASS RD MORENO VALLEY CA 92557
19	259120003	8608 PIGEON PASS RD MORENO VALLEY CA 92557	EJINIO VERA	8608 PIGEON PASS RD MORENO VALLEY CA 92557
20	259120005	8180 N PIGEON PASS RD MORENO VALLEY CA 92557	SAMUEL MINNIEFIELD & VERNA MAY MINNIEFIELD	8160 PIGEON PASS RD MORENO VALLEY CA 92557
21	259120006	8636 PIGEON PASS RD MORENO VALLEY CA 92557	DIANA OCKERMAN & SCOTT DEARTH	8636 PIGEON PASS RD MORENO VALLEY CA 92557
22	259120007	8620 PIGEON PASS RD MORENO VALLEY CA 92557	RICHARD ALAN MORDOFF & MONA MADSEN MORDOFF	23671 SUNNYMEAD RANCH PKWY MORENO VALLEY 92557
23	259160002	8658 PIGEON PASS RD MORENO VALLEY CA 92557	MICHAEL CLAYTON	8658 PIGEON PASS RD MORENO VALLEY CA 92557
24	259160003		FERNANDO BONILLA & MARIA BONILLA	3822 N. 199TH AVE. BUCKEYE AZ 85396
25	259160012	8788 PIGEON PASS RD MORENO VALLEY CA 92557	CRIS A KLINGERMAN	8446 LA COLINA DRIVE ALTA LOMA CA 91701
26	259160013		CRIS A KLINGERMAN	8446 LA COLINA DRIVE ALTA LOMA CA 91701

Wednesday, October 14, 2009



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	ASSESSOR'S PARCEL NOS. OF PROPERTIES TO BE ENTERED	STREET ADDRESSES OF PROPERTIES TO BE ENTERED (IF KNOWN)	LAST KNOWN OWNERS OF RECORD OF PROPERTIES TO BE ENTERED	LAST KNOWN MAILING ADDRESSES OF THOSE OWNERS OF RECORD
27	259160016	8820 PIGEON PASS RD MORENO VALLEY CA 92557	SHIRLEY TAYLOR	8820 PIGEON PASS RD MORENO VALLEY CA 92557
28	259170001		FERNANDO BONILLA & MARIA BONILLA	3522 N. 199TH AVE. BUCKEYE AZ 85396
29	259180003	9012 PIGEON PASS RD MORENO VALLEY CA 92557	JONATHAN WHITEHOUSE & LYDIA THOMPSON	PO BOX 20978 RIVERSIDE CA 92516
30	259180004	9010 PIGEON PASS RD MORENO VALLEY CA 92557	LEONARD E MROZ & KAREN M MROZ	9010 PIGEON PASS RD MORENO VALLEY CA 92557
31	<del>259180010</del>	<del></del>	<del>JOSE LINARES &amp; AMADA LINARES</del>	<del>14265 PIGEON PASS RD MORENO VALLEY CA 92557</del>
32	259180011		FERNANDO & MARIA BONILLA & MARIO & VIRGINIA MARTINEZ	28189 ALESSANDRO BLVD. MORENO VALLEY CA 92555
33	259180012	22740 VIAL CIR MORENO VALLEY CA 92557	ROBERT D MATTOX & DIANE MATTOX	22740 VIAL CIR MORENO VALLEY CA 92557
34	259190003	8974 PIGEON PASS RD MORENO VALLEY CA 92557	PATRICIA NEWCOMBE	1045 CONTEMPO CT ONTARIO CA 91762
35	259190004	8982 PIGEON PASS RD MORENO VALLEY CA 92557	DOYLE TUCKER & CONNIE TUCKER	8982 PIGEON PASS RD MORENO VALLEY CA 92557
36	259190005	8996 N PIGEON PASS RD MORENO VALLEY CA 92557	ARMANDO VELASCO & RACHEL VELASCO	P.O. BOX 1226 MORENO VALLEY CA 92556
37	259190006	22690 HIGHVIEW LN MORENO VALLEY CA 92557	CHARLA KINGSLEY	22690 HIGHVIEW LN MORENO VALLEY CA 92557
38	259190007		RENE LIABEUF	8950 WOODCLIFF PHELAN CA 92371
39	259200007	8755 W PIGEON PASS RD MORENO VALLEY CA 92557	LEO LODEN & LINDA LODEN	8755 PIGEON PASS RD MORENO VALLEY CA 92557
40	259200008	8781 BOX SPRINGS MOUNTAIN RD MORENO VALLEY CA 92557	JEFFREY J JOHNSON & DIANE JOHNSON & THERESA JIBILIAN	7226 ARIZONA AVE LOS ANGELES CA 90045
41	259200009	8791 PIGEON PASS RD MORENO VALLEY CA 92557	FRANCIS E SMITHERAM & CATHERINE SMITHERAM	8791 PIGEON PASS RD MORENO VALLEY CA 92557
42	259200010	8801 W PIGEON PASS RD MORENO VALLEY CA 92557	DIANE M MURDOCH	8801 PIGEON PASS RD MORENO VALLEY CA 92557
43	259200015	8759 PEORIA LN MORENO VALLEY CA 92557	SERGIO HUMBERTO VALDEZ & MARISELA FLORES DE VALDEZ	8759 PEORIA LN MORENO VALLEY CA 92557
44	259200016		FRANCIS E SMITHERAM & CATHERINE SMITHERAM	8791 PIGEON PASS RD MORENO VALLEY CA 92557
45	259200017		DIANE M MURDOCH	8801 PIGEON PASS RD MORENO VALLEY CA 92557
46	259200022		CHERYL H CHIPMAN	8841 PIGEON PASS RD MORENO VALLEY CA 92557
47	259200026	8843 PIGEON PASS RD MORENO VALLEY CA 92557	JUAN ANTONIO DIAZ & PATRICIA DIAZ	8843 PIGEON PASS RD MORENO VALLEY CA 92557
48	259200059	9090 PEORIA LN MORENO VALLEY CA 92557	JARDIEL RIVERA & MARIA RODRIGUEZ	8759 PEORIA LN MORENO VALLEY CA 92557
49	259200060	8821 PIGEON PASS RD MORENO VALLEY CA 92557	CHRISTINE FROEMKE	28731 KALMIA AVE MORENO VALLEY CA 92555
50	259200061	8841 PIGEON PASS RD MORENO VALLEY CA 92557	DARRYL J CHIPMAN & CHERYL H. CHIPMAN	8841 PIGEON PASS RD MORENO VALLEY CA 92557
51	259200062		DARRYL J CHIPMAN & CHERYL H. CHIPMAN	8841 PIGEON PASS RD MORENO VALLEY CA 92557
52	259200063		HERBERT HARVEY	8865 PIGEON PASS RD MORENO VALLEY CA 92557

Wednesday, October 14, 2009



2010-0040191  
01/28/2010 08:00R  
10 of 14

Page 2 of 6

	ASSESSOR'S PARCEL NOS. OF PROPERTIES TO BE ENTERED	STREET ADDRESSES OF PROPERTIES TO BE ENTERED (IF KNOWN)	LAST KNOWN OWNERS OF RECORD OF PROPERTIES TO BE ENTERED	LAST KNOWN MAILING ADDRESSES OF THOSE OWNERS OF RECORD
53	259200064	8865 PIGEON PASS RD MORENO VALLEY CA 92557	HERBERT HARVEY	8865 PIGEON PASS RD MORENO VALLEY CA 92557
54	259200065		CHERYL H CHIPMAN	8841 PIGEON PASS RD MORENO VALLEY CA 92557
55	259220001	8975 PIGEON PASS RD MORENO VALLEY CA 92557	AURORA CASTILLO	8975 PIGEON PASS RD MORENO VALLEY CA 92557
56	259220002	8985 PIGEON PASS RD MORENO VALLEY CA 92557	THOMAS G UMBRELL & PENNY L UMBRELL	412 W ANAHEIM STREET WILMINGTON CA 90744
57	259220007	9051 PIGEON PASS RD MORENO VALLEY CA 92557	MARGARET R TURK	9051 PIGEON PASS RD MORENO VALLEY CA 92557
58	259220008		CHRISTOPHER & JULIE MEYER	5828 NORTH SILVER PINE CT. COEUR D ALENE ID 83815
59	259220020		THOMAS G UMBRELL & PENNY L UMBRELL	412 W ANAHEIM STREET WILMINGTON CA 90744
60	259220023	9036 PIGEON PASS RD MORENO VALLEY CA 92557	CHRISTOPHER MEYER & JULIE MEYER	5828 N. SILVER PINE CT. COEUR D ALENE ID 83815
61	259220024	9026 E PIGEON PASS RD MORENO VALLEY CA 92557	CHRISTOPHER MEYER & JULIE MEYER	5828 N SILVER PINE CT. COEUR D ALENE ID 83815
62	259230021		MT WHITNEY VENTURES LLC AND PALO CRISTI INVESTMENTS DEFINED BENEFIT PENSION PLAN ATTN: WILLIAM CLEVERLY	8501 N. SCOTTSDALE RD #165 SCOTTSDALE AZ 85253
63	259230023		MT WHITNEY VENTURES LLC AND PALO CRISTI INVESTMENTS DEFINED BENEFIT PENSION PLAN ATTN: WILLIAM CLEVERLY	8501 N SCOTTSDALE RD #165 SCOTTSDALE AZ 85253
64	259230024		MT WHITNEY VENTURES LLC AND PALO CRISTI INVESTMENTS DEFINED BENEFIT PENSION PLAN ATTN: WILLIAM CLEVERLY	8501 N. SCOTTSDALE RD #165 SCOTTSDALE AZ 85253
65	259240062		BANKFIRST	225 S 6TH STREET #29 MINNEAPOLIS MN 55402
66	259260027		NORMA GUILLEN & SANTIAGO GUILLEN	315 EAST J ST. ONTARIO CA 91764
67	259260029		BLUE RIBBON ENTERPRISES & HIGHLAND HILLS DEVELOPMENT CORP	1925 CENTURY PARK E 1160 LOS ANGELES CA 90067
68	259260030		BLUE RIBBON ENTERPRISES & HIGHLAND HILLS DEVELOPMENT CORP	1925 CENTURY PARK E 1160 LOS ANGELES CA 90067
69	259260040		AGUSTIN SILVA & MARITZA SILVA	24217 AMBERLY DR MORENO VALLEY CA 92553
70	259260041		BLUE RIBBON ENTERPRISES & HIGHLAND HILLS DEVELOPMENT CORP	1925 CENTURY PARK E 1160 LOS ANGELES CA 90067
71	259260042		BLUE RIBBON ENTERPRISES & HIGHLAND HILLS DEVELOPMENT CORP	1925 CENTURY PARK E 1160 LOS ANGELES CA 90067
72	259330002	8015 WINSHIP WAY COLTON CA 92324	THOMAS NERY'S & JUDY F BARKER LAYTON	8015 WINSHIP WAY COLTON CA 92324
73	259340020		LUCIA CHUNG HONG	7825 WINSHIP WAY COLTON CA 92324

Wednesday, October 14, 2009



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01/20/2010 08:08A  
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Additional LAST KNOWN MAILING ADDRESSES OF THOSE OWNERS OF RECORD  
that are listed in the first three pages of this Exhibit "A"

- A. Gilbert J. Dominguez &  
Peggy Ann Dominguez  
7195 Winship Way  
Riverside, CA 92324
- B. Diane M. Murdoch  
8801 W. Pigeon Pass Rd.  
Moreno Valley, CA 92557
- C.1. Matthew J. Hunter &  
Brenna Hunter  
7150 Pope Kirolos Ave.  
Colton, CA 92324
- C.2. Matthew J. Hunter &  
Brenna Hunter  
7150 Pope Kirolos Ave.  
Riverside, CA 92324
- C.3. Matthew J. Hunter &  
Brenna Hunter  
26949 Hanford St.  
Menifee, CA 92584
- C.4. Matthew J. Hunter &  
Brenna Hunter  
P.O. Box 295  
Colton, CA 92324
- D.1. Bankfirst  
225 S. 6<sup>th</sup> St., Ste. 2800  
Minneapolis, MN 55402
- D.2. Bankfirst  
c/o National Registered Agents, Inc.  
2875 Michelle Dr., Ste. 100  
Irvine, CA 92606
- E. Enrique & Carmen Balcazar  
7924 Linares Ave.  
Riverside, CA 92509-0150



2010-0040191  
01/28/2010 09:09A  
12 of 14

Page 4 of 6

**Additional LAST KNOWN MAILING ADDRESSES OF THOSE OWNERS OF RECORD  
that are listed in the first three pages of this Exhibit "A"**

F. Fernando & Maria Bonilla &  
Mario & Virginia Martinez  
24400 Fir Ave.  
Moreno Valley, CA 92253

G.1. Christopher Meyer &  
Julie Meyer  
17567 W. Woodlake Dr.  
Hauser, ID 83854-5547

G.2. Christopher Meyer &  
Julie Meyer  
9036 Pigeon Pass Rd.  
Moreno Valley, CA 92557

G.3. Christopher Meyer &  
Julie Meyer  
9026 Pigeon Pass Rd.  
Moreno Valley, CA 92557

G.4. Christopher Meyer &  
Julie Meyer  
9026 E. Pigeon Pass Rd.  
Moreno Valley, CA 92557

G.5. Christopher Meyer &  
Julie Meyer  
5828 N. Silver Pines Ct.  
Couer D Alene, ID 83815

G.6. Christopher Meyer &  
Julie Meyer  
5825 N. Silver Pines Ct.  
Couer D Alene, ID 83815

H.1. Armando Velasco &  
Rachel Velasco  
8996 N. Pigeon Pass Rd.  
Moreno Valley, CA 92557



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01/28/2010 08:08A  
13 of 14

Page 5 of 6

Additional LAST KNOWN MAILING ADDRESSES OF THOSE OWNERS OF RECORD  
that are listed in the first three pages of this Exhibit "A"

H.2. Armando Velasco &  
Rachel Velasco  
8996 Pigeon Pass Rd.  
Moreno Valley, CA 92557

H.3. Armando Velasco &  
Rachel Velasco  
10159 Cartagena Dr.  
Moreno Valley, CA 92557-2670

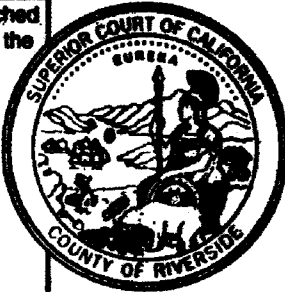
13 pages This must be in red to be a  
"CERTIFIED COPY"

Each document to which this certificate is attached  
is certified to be a full, true and correct copy of the  
original on file and of record in my office.

Superior Court of California  
County of Riverside

By K. Deaton  
DEPUTY

Dated: 1/28/2010



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



2010-0040191  
01/28/2010 09:00A  
14 of 14

Page 6 of 6



When recorded please mail to:  
 Riverside County Code Enforcement Department  
 (District 5 Office)  
 581 S. Grand Ave, San Jacinto, CA 92582  
 Mail Stop No. 5002

DOC # 2013-0177597

04/15/2013 04:41P Fee:NC

Page 1 of 1

Recorded in Official Records  
 County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder



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**NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS**

In the matter of the public nuisance or other code violation(s) on Property of )

Case No.: CV12-02092

KENNETH P KARAKAS )

And DOES I through X, owners

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 8974 PIGEON PASS ROAD, MORENO VALLEY, CA 92557

PARCEL #: 259-190-003

LEGAL DESCRIPTION: 2.88 ACRES IN PAR 1 PM 006/097 PM 4813

VIOLATIONS: Riverside County Ordinance No. 348, (RCC Title 17.32.010) described as EXCESSIVE OUTSIDE STORAGE – MOBILE HOME

that such proceedings are based upon the noncompliance of such structure or land with the requirements of Ordinances (Riverside County Codes) listed above that every owner of said real property waives his right to hearing on such proceedings unless he makes a proper request in the form and within the time prescribed by the Code cited; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien.

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

COUNTY OF RIVERSIDE  
 DEPARTMENT OF CODE ENFORCEMENT

Dated: 4/2/2013

By: Brian Black  
 Brian Black, Code Enforcement Department

**ACKNOWLEDGEMENT**

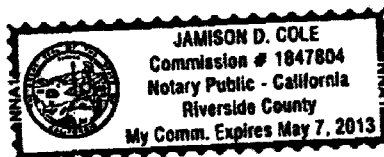
State of California )  
 County of Riverside )

On 4/4/13 before me, Jamison D. Cole, Notary Public, personally appeared Brian Black 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.

Jamison D. Cole  
 Commission # 1847804 Comm. Expires May 7, 2013



Recording Requested By Internal Revenue Service. When recorded mail to:

INTERNAL REVENUE SERVICE  
PO BOX 145585 STOP 8420G  
CINCINNATI, OH 45250-5585

DOC # 2007-0422117

06/28/2007 08:00A Fee:7.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



For Optional Use by Recording Office

Form 668 (Y)(c) (Rev. February 2004)	3592 Department of the Treasury - Internal Revenue Service	030	M
<b>Notice of Federal Tax Lien</b>		7	030
Area: SMALL BUSINESS/SELF EMPLOYED AREA #7	Serial Number		
Lien Unit Phone: (800) 913-6050	371246607		

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer KENNETH P KARAKAS

Residence 8974 PIGEON PASS RD  
MORENO VALLEY, CA 92557-1020

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/1997	XXX-XX-5140	04/30/2007	05/30/2017	1092.40
1040	12/31/1998	XXX-XX-5140	05/07/2007	06/06/2017	3080.82
1040	12/31/1999	XXX-XX-5140	05/14/2007	06/13/2017	9949.17
1040	12/31/2003	XXX-XX-5140	05/21/2007	06/20/2017	173.60
1040	12/31/2005	XXX-XX-5140	05/28/2007	06/27/2017	3707.20
1040	12/31/2006	XXX-XX-5140	05/28/2007	06/27/2017	5855.26

Place of Filing	COUNTY RECORDER RIVERSIDE COUNTY RIVERSIDE, CA 92502-0751	Total \$	23858.45
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This notice was prepared and signed at LOS ANGELES, CA, on this, the 13th day of June, 2007.

Signature <i>R. A. Mitchell</i> for B. WHITFORD	Title REVENUE OFFICER (909) 388-8243	27-09-3526
---	--	------------

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)  
CAT. NO 60025X

Public Record

When recorded please mail to:  
 Riverside County Code Enforcement Department  
 (District 5 Office)  
 581 S. Grand Ave, San Jacinto, CA 92582  
 Mail Stop No. 5002

DOC # 2013-0177597  
 04/15/2013 04:41P Fee:NC  
 Page 1 of 1  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



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MAY 6 2013						T:	CTY	UNI	054



**NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS**

In the matter of the public nuisance or other code violation(s) on Property of )

Case No.: CV12-02092

KENNETH P KARAKAS )

And DOES I through X, owners

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

**ADDRESS: 8974 PIGEON PASS ROAD, MORENO VALLEY, CA 92557**  
**PARCEL #: 259-190-003**  
**LEGAL DESCRIPTION: 2.88 ACRES IN PAR 1 PM 006/097 PM 4813**

**VIOLATIONS: Riverside County Ordinance No. 348, (RCC Title 17.32.010) described as EXCESSIVE OUTSIDE STORAGE – MOBILE HOME**

that such proceedings are based upon the noncompliance of such structure or land with the requirements of Ordinances (Riverside County Codes) listed above that every owner of said real property waives his right to hearing on such proceedings unless he makes a proper request in the form and within the time prescribed by the Code cited; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien.

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

COUNTY OF RIVERSIDE  
 DEPARTMENT OF CODE ENFORCEMENT

Dated: 4/2/2013

By: Brian Black  
 Brian Black, Code Enforcement Department

**ACKNOWLEDGEMENT**

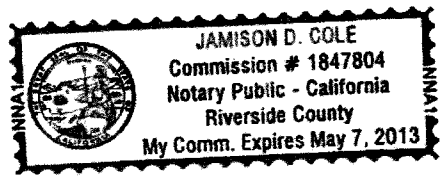
State of California )  
 County of Riverside )

On 4/4/13 before me, Jamison D. Cole, Notary Public, personally appeared Brian Black 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.

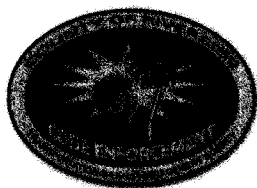
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jamison D. Cole  
 Commission # 1847804 Comm. Expires May 7, 2013



# **EXHIBIT “E”**



# County of Riverside Code Enforcement Department

P.O. Box 1605, Riverside, CA 92502-1605

Phone: (951) 955-2004

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

September 26, 2013

KENNETH P KARAKAS  
8974 PIGEON PASS RD  
MORENO VALLEY, CA 92557

Subject Property: 8974 PIGEON PASS RD, MORENO VALLEY  
Case No(s): CV12-02092  
APN No(s): 259-190-003

Dear Kenneth P Karakas:

**This NOTICE IS HEREBY PROVIDED** that the County of Riverside Code Enforcement Department has incurred expenses during our efforts to abate the code violation(s) on the Subject Property. This abatement case involved Construction Without Permit located on your real property commonly described as 8974 PIGEON PASS RD, MORENO VALLEY, and more particularly described as Assessor's Parcel Number 259-190-003.

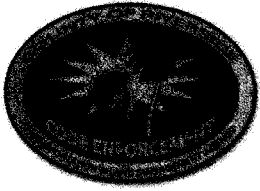
The total amount due for the abatement actions concerning the above-described dangerous or injurious condition is **Six Hundred Eighty Nine Dollars and Forty Cents (\$ 689.40)**.

**PLEASE BE AWARE** you have thirty (30) days from the date of this letter to pay these expenses at the above remit to address or the total amount due on the enclosed "Summary Statement of Abatement Costs" will be applied as a special tax assessment and abatement lien 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 THE RIGHT TO A HEARING ON THIS MATTER BEFORE AN ADMINISTRATIVE HEARING OFFICER or THE RIVERSIDE COUNTY BOARD OF SUPERVISORS.** This hearing will allow you to contest some or all of the abatement costs and planned special assessment against the subject property. If you choose to exercise your right to a public hearing before the full County 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 elect to request a public hearing before the Board of Supervisors, a public hearing before an independent 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, adding any amount due as a special tax assessment on the County tax rolls.

If you have any questions regarding this notice, or the process discussed above, please contact **Carol Lynn Anderson at (951) 955-1095**.



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF HEARING  
RE: DEMAND FOR PAYMENT  
STATEMENT OF ABATEMENT COSTS  
NOTICE OF SPECIAL TAX ASSESSMENT**

**This NOTICE IS HEREBY PROVIDED** that a hearing will be held before an Administrative Hearing Officer on **Thursday, November 07, 2013, at 1:00 p.m.**, at 4080 Lemon Street, 12th Floor, Riverside, California. At such time and place, pertinent testimony will be heard regarding the expenses incurred by the County of Riverside, Code Enforcement Department, for the property located at 8974 PIGEON PASS RD, MORENO VALLEY and more particularly described as Assessor's Parcel Number 259-190-003.

If you have any objections to the Demand for Payment, also attached, you must address your objections to the Administrative Hearing Officer at the hearing. In the interim, if you have any questions about the Demand for Payment, please contact **Ms. Carol Lynn Anderson with Administrative Services at (951) 955-1095**. In the event the total amount due is not paid prior to the Hearing, the Code Enforcement Department will seek an order from the Administrative Hearing Officer to place a lien against your property and collect the amount due as a special tax assessment.

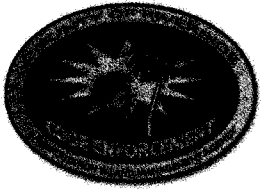
Failure to appear at the hearing will result in the exclusion of your testimony. Facts as known to Code Enforcement will be presented to the Administrative Hearing Officer for their final consideration and deliberation of this matter.

Thank you for your attention to this matter.

Respectfully,

A handwritten signature in cursive script, appearing to read "Carol Lynn Anderson", is written over a horizontal line.

Carol Lynn Anderson  
Administrative Services Officer  
Code Enforcement Department



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

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

KENNETH P KARAKAS  
8974 PIGEON PASS RD  
MORENO VALLEY, CA 92557

Subject Property: 8974 PIGEON PASS RD, MORENO VALLEY  
Case No(s): CV12-02092  
APN No(s): 259-190-003

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: \_\_\_\_\_  
\_\_\_\_\_

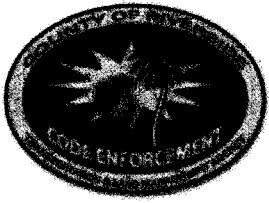
Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please SIGN your name here)

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 Or Fax to: 951-955-5177  
P.O. BOX 1605  
Riverside, CA 92502-1605



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**RESPONSIBLE OR INTERESTED PARTIES LIST**

September 26, 2013

KENNETH P KARAKAS  
8974 PIGEON PASS RD  
MORENO VALLEY, CA 92557

- WELLS FARGO  
1 HOME CAMPUS  
DES MOINES, IA 50328

SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
451 7TH ST S.W.  
WASHINGTON, D.C. 20410

Internal Revenue Service  
P O Box 145585 Stop 8420G  
Cincinnati, OH 45250-5585





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**PROOF OF SERVICE**

Case No. CV1202092

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 September 26, 2013, I served the following documents(s):

**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 of Hearing Re: Demand for Payment  
Summary Statement of Abatement Costs  
Statement of Abatement Costs  
Administrative Citation  
Responsible or Interested Parties List**

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

KENNETH P KARAKAS 8974 PIGEON PASS RD, MORENO VALLEY, CA 92557  
WELLS FARGO 1 HOME CAMPUS, DES MOINES, IA 50328  
SECRETARY OF HOUSING AND URBAN DEVELOPMENT 451 7TH ST S.W., WASHINGTON, D.C. 20410  
Internal Revenue Service P O Box 145585 Stop 8420G, Cincinnati, OH 45250-5585

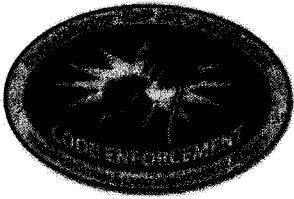
XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course 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 September 26, 2013, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Dean Deines  
By: Dean Deines, Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

Greg Flannery  
Interim Code  
Enforcement  
Official

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**AFFIDAVIT OF POSTING OF NOTICES**

**Case No.: CV12-02092**

**I, David Jurden, hereby declare:**

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

County of Riverside  
Code Enforcement Department  
581 S. Grand Avenue  
San Jacinto, CA 92582

2. That on **October 1, 2013 at 1006 AM**, I securely and conspicuously posted the **DEMAND FOR PAYMENT, STATEMENT OF ABATEMENT COSTS, and NOTICE OF SPECIAL TAX ASSESSMENT** at the property described as:

**Property Address: 8974 Pigeon Pass Road, Moreno Valley**

**Assessor's Parcel Number: 259-190-003**

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

Executed on **October 1, 2013** at San Jacinto, California.

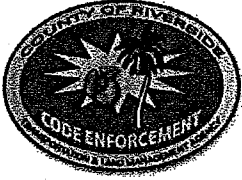
**CODE ENFORCEMENT DEPARTMENT**

By: 

**David Jurden, Code Enforcement Technician**

*Harold's*

# **EXHIBIT “F”**



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

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

KENNETH P KARAKAS  
8974 PIGEON PASS RD  
MORENO VALLEY, CA 92557

Subject Property: 8974 PIGEON PASS RD, MORENO VALLEY  
Case No(s): CV12-02092  
APN No(s): 259-190-003

I, Kenneth P. Karakas, hereby request a public hearing before the Board of  
Supervisors (Please PRINT your name here)

regarding case number(s) CV12-02092

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: 8974 Pigeon Pass Rd  
MV. Ca 92557

Signed: Kenneth P. Karakas Date: 10/7/13  
(Please SIGN your name here)

Print: Kenneth P. Karakas  
(Please PRINT your name here)

You may contact me at the following daytime phone number: 909 726 9323

**IMPORTANT**

Keep a copy of this form and mail the original to:  
Riverside County Code Enforcement Department  
P.O. BOX 1605  
Riverside, CA 92502-1605

Or Fax to: 951-955-5177

*signed  
for 10/1/13*