

NOTICE IS HEREBY GIVEN that pursuant to CA Government Code §54956(a), the Mayor has called a Special Meeting of the Moreno Valley City Council be held at 6:00 p.m. on Tuesday, June 14, 2016 at the Moreno Valley City Hall, 14177 Frederick Street, Moreno Valley, California. The purpose of the meeting is as follows:

- **PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE SUBSTANDARD AND A PUBLIC NUISANCE PURSUANT TO THE CALIFORNIA STATE HOUSING LAW AND THE MORENO VALLEY MUNICIPAL CODE**

June 14, 2016

SPECIAL MEETING

6:00 P.M.

City Council Study Sessions

Second Tuesday of each month – 6:00 p.m.

City Council Meetings

Special Presentations – 5:30 P.M.

First & Third Tuesday of each month – 6:00 p.m.

City Council Closed Session

Will be scheduled as needed at 4:30 p.m.

City Hall Council Chamber – 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Guy Pegan, ADA Coordinator, at 951.413.3120 at least 72 hours before the meeting. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Jeffrey J. Giba, Mayor Pro Tem
Jesse L. Molina, Council Member

Dr. Yxstian A. Gutierrez, Mayor

George E. Price, Council Member
D. LaDonna Jempson, Council Member

**AGENDA
MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY**

**SPECIAL MEETING – 6:00 PM
JUNE 14, 2016**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

A. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

- A.1. PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE SUBSTANDARD AND A PUBLIC NUISANCE PURSUANT TO THE CALIFORNIA STATE HOUSING LAW AND THE MORENO VALLEY MUNICIPAL CODE (Report of: City Attorney)

Recommendation:

1. Conduct a public hearing on the proposed declaration of a public nuisance for property located at 24214 Jimson Place in Moreno Valley.
2. That the City Council adopt the attached Resolution titled, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA DECLARING THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE SUBSTANDARD AND A PUBLIC NUISANCE PURSUANT TO THE CALIFORNIA STATE HOUSING LAW AND THE MORENO VALLEY MUNICIPAL CODE.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

ADJOURNMENT

CERTIFICATION

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Leslie Keane
City Clerk

Date Posted: June 10, 2016



Report to City Council

TO: Mayor and City Council

FROM: Steve Quintanilla, Interim City Attorney

AGENDA DATE: June 14, 2016

TITLE: PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE SUBSTANDARD AND A PUBLIC NUISANCE PURSUANT TO THE CALIFORNIA STATE HOUSING LAW AND THE MORENO VALLEY MUNICIPAL CODE

RECOMMENDED ACTION

Recommendation:

1. Conduct a public hearing on the proposed declaration of a public nuisance for property located at 24214 Jimson Place in Moreno Valley.
2. That the City Council adopt the attached Resolution titled, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA DECLARING THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE SUBSTANDARD AND A PUBLIC NUISANCE PURSUANT TO THE CALIFORNIA STATE HOUSING LAW AND THE MORENO VALLEY MUNICIPAL CODE.

BACKGROUND

The property located at 24214 Jimson Place, Moreno Valley, CA 92553, further identified as Assessor's Parcel No. 482-331-017 (the "Property") consists of a residential lot containing an abandoned and fire damaged structure that was once a single family residence. The legal owner of the Property, as confirmed by a litigation guarantee obtained by the City on March 17, 2016, is Lawrence C. Mistler ("Mistler").

The history of the City's code enforcement efforts regarding the Property dates back to a structure fire that occurred on the Property on or about July 7, 2010. Since that time,

the City has issued many notices of violation, administrative citations, stop work orders, notices of public nuisance and substandard conditions, and orders to abate. However, Mistler has never responded to or complied with any of the City's notices or orders.

On or about January 5, 2016, City Code Compliance Officer Millicent Moore conducted a field inspection of the Property and observed that there was a gaping hole in the roof of the structure. Additionally, the structure was open and accessible via a sliding door entrance on the ground floor. The exterior premises were littered with junk, trash and debris. There was a downed wooden fence and a large amount of dry and overgrown vegetation on the Property.

Officer Moore issued a "Notice to Abate Nuisance" on January 6, 2016 (the "January 6 Notice to Abate") for violation of three (3) provisions of Moreno Valley Municipal Code ("MVMC") Section 6.04.040, which are expressly designated as public nuisances. Specifically, the January 6 Notice to Abate cited the Property for violation of MVMC Section 6.04.040(A) (3) (vacant, abandoned and/or open & accessible residential structure), (B) (2) (presence of junk, trash and debris), and (C) (1) (presence of dry or overgrown weeds and vegetation). After Mistler failed to comply with the January 6 Notice to Abate, the City subsequently secured the Property on summary abatement grounds.

The City then conducted an inspection of the interior of the residential structure on April 21, 2016, to determine the nature and extent of the violations therein. City Code Compliance Supervisor Steve Alvarado and City Building & Safety Supervisor Nick Henderson conducted the inspection and issued a Notice & Order to Abate on April 22, 2016 (the "April 22 Notice to Abate") based on the conditions they observed and documented. The April 22 Notice to Abate cited the Property for numerous substandard conditions in violation of California Health and Safety Code Section 17920.3, a part of the California State Housing Law, which also constitute public nuisances under MVMC Section 6.04.040(A)(1). Substandard and nuisance conditions documented and cited in the April 22 Notice to Abate include, without limitation:

- Structural hazards such as charred and non-permitted roof trusses which subject the Property to high risk of collapse;
- Fire hazards resulting from the presence of combustible materials and the lack of fire-resistive construction and fire detecting or extinguishing systems or equipment;
- Faulty weather protection due to the hole in the roof and lack of effective waterproofing throughout the structure;
- Lack of working plumbing and electrical systems;
- Unsafe structure due to improper maintenance.¹

¹ See 2013 California Building Code Section 116.1, as recited in the April 22 Notice & Order, violation of which constitutes a substandard condition under HSC §17920.3(k).

Mistler again failed to comply with the April 22 Notice & Order. The Property in its current condition poses a serious threat to health and safety due primarily to the risk of fire and collapse.

LEGAL STANDARD

The California State Housing Law (Health & Safety Code Sections 17910 – 17998.3) gives public agencies authority to abate substandard and nuisance conditions affecting residential properties. Section 17920.3 of the State Housing Law enumerates certain conditions which, when they exist within a residential structure to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof, render it a “substandard building.” Such conditions include lack of adequate sanitation, structural hazards, inadequate weather protection, faulty electrical and plumbing systems, lack of fire resistive construction, lack of fire detecting or extinguishing systems and any nuisance. Section 17980 of the State Housing Law, in turn, authorizes cities to initiate proceedings to abate such substandard and nuisance conditions, by demolition where appropriate, after first affording the property owner notice and an opportunity to abate such conditions via repair or demolition.

All substandard conditions in violation of the State Housing Law also constitute public nuisances under MVMC Section 6.04.040(A)(1). The presence within the City of any of the conditions enumerated in MVMC Section 6.04.040, including conditions which meet the definition of “public nuisance” under California Code Sections 3479-3480², are expressly declared to constitute public nuisances. Costs of abatement of public nuisances are recoverable via recordation of a special assessment pursuant to MVMC Section 6.04.120.

The regulations promulgated pursuant to the State Housing Law, which are codified in pertinent part at Title 25, Sections 50-70 of the California Code of Regulations, establish a process by which the City may declare residential properties substandard and/or a public nuisance and thereby acquire jurisdiction to abate such conditions, including by razing and removing substandard buildings under appropriate circumstances. The process involves notice to the property owner followed by a public hearing at which the property owner has the right to appear and show cause why the property should not be abated as substandard and a nuisance. At the conclusion of the hearing, the City Council may pass a resolution finding and declaring that the property substandard and a nuisance and ordering the owner to abate it as such within 30 days. If the owner fails to comply, the City may undertake to abate the conditions and assess the expenses thereof to the property owner.

DISCUSSION

² “Anything which is injurious to health . . . or is indecent or offensive to the senses . . . so as to interfere with the comfortable enjoyment of life or property . . . is a nuisance.” Civil Code §3479. “A public nuisance is one which affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.” Civil Code §3480.

For due process purposes, prior to obtaining a Court order authorizing the City to abate the substandard and nuisance conditions on the Property at Mistler's expense, the City must first give Mistler (as owner) an opportunity to appear at a public hearing to show cause as to why the Property should not be declared substandard and a public nuisance and abated as such.

The City's evidence that the Property is substandard and a public nuisance in violation of the State Housing Law and the MVMC is as set forth in the attachments to the resolution and as will be presented orally at the hearing. If Mistler fails to show cause why the Property is neither substandard nor a public nuisance, the City Council can and should make an administrative finding that the Property is substandard and a public nuisance and order the abatement thereof at Mistler's expense.

The proposed resolution would declare the Property to be substandard and a public nuisance based on findings made pursuant to the evidence in the administrative record, and would order Mistler to abate the conditions on the Property within 30 days, in accordance with the State Housing Law Regulations. In the event Mistler fails to do so, the proposed resolution would direct the City Attorney's office to seek and obtain a court order authorizing the City to raze and remove the residential structure and to abate the other nuisance conditions on the Property. If the City performs the abatement work, the resolution authorizes it to record a special assessment against the Property for recovery of all abatement costs via property tax collection pursuant to MVMC Section 6.04.120.

ATTACHMENTS

1. Resolution

PREPARATION OF STAFF REPORT

Prepared By:
Benjamin Jones
Interim Deputy City Attorney

Department Head Approval:
Steven B. Quintanilla
Interim City Attorney

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

ATTACHMENTS

1. Jimson Nuisance Resolution

- 2. Exhibit A - Notice to Abate (SHL, MVMC, CBC) (4.22.16)
- 3. Exhibit B - 1.6.16 Notice to Abate
- 4. Exhibit B Photos
- 5. Exhibit C - LITIGATION GUARANTEE-LINKED

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/09/16 5:20 PM
City Attorney Approval	<u>✓ Approved</u>	6/09/16 4:43 PM
City Manager Approval	<u>✓ Approved</u>	6/10/16 1:58 PM

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA DECLARING THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE SUBSTANDARD AND A PUBLIC NUISANCE PURSUANT TO THE CALIFORNIA STATE HOUSING LAW AND THE MORENO VALLEY MUNICIPAL CODE

WHEREAS, the City of Moreno Valley (“City”) is a general law city located in the County of Riverside, State of California; and

WHEREAS, the residential structure on the property located at 24214 Jimson Place within the City, further identified as Assessor’s Parcel No. 482-331-017 (the “Property”) has been left vacant and damaged by fire; and

WHEREAS, the legal owner of the Property, Lawrence C. Mistler (“Mistler”) was duly notified of and ordered to appear at a public hearing before the City Council on June 14, 2016, to show cause why the Property, including the residential structure thereon, should not be declared to be substandard and a public nuisance, and abated as such; and

WHEREAS, Mistler failed to show cause at the public hearing as to why the Property, including the residential structure thereon, should not be declared to be substandard and a public nuisance, and abated as such; and

WHEREAS the Property is at risk of collapse, is a fire hazard, and is an imminent threat to the health and safety of the residents of the City.

NOW, THEREFORE, be it resolved by the City Council of the City of Moreno Valley as follows:

Section 1. RECITALS

That the above recitals are true and correct and are incorporated as though fully set forth herein.

Section 2. ATTACHMENTS

That the attached exhibits are incorporated by reference as though fully set forth herein.

Section 3. ADMINISTRATIVE RECORD

That the City Council has considered all of the evidence submitted into the administrative record, which includes, but is not limited to, the following:

Attachment: Jimson Nuisance Resolution (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE

(a) Notice & Order to Abate dated April 22, 2016, signed by City Code Compliance Supervisor Steve Alvarado and City Building & Safety Supervisor Nick Henderson (the "April 22 Notice to Abate"), including copies of photographs of the Property taken on April 21, 2016 by Steve Alvarado;

(b) Notice to Abate Nuisance dated January 6, 2016, signed by City Code Compliance Officer Millicent Moore (the "January 6 Notice to Abate"), including copies of photographs of the Property taken by Officer Moore on January 5 and 6, 2016;

(c) The Litigation Guarantee for the Property dated March 17, 2016, prepared by Commonwealth Land Title Insurance Company (the "Litigation Guarantee");

(d) Section 6.04.040 (Declaration of Nuisances) of Chapter 6.04 (Abatement of Public Nuisances) of the Moreno Valley Municipal Code;

(e) Section 17920.3 (Substandard Buildings) of the California State Housing Law (California Health & Safety Code Sections 17910 – 17998.3);

(f) Sections 3479-3480 of the California Civil Code;

(g) Section 116.1 of the 2013 California Building Code;

(h) The Staff Report dated June 14, 2016, for the City Council's consideration;

and

(i) Testimony and/or comments from interested parties submitted to the City in both written and oral form at, or prior to, the public hearing conducted by the City Council on June 14, 2016.

Section 4. Findings

That based upon all of the evidence in the administrative record, including, but not limited to, all the evidence referenced in Section 3 above, the City Council finds as follows:

(a) That the residential structure on the Property lacks adequate sanitation pursuant to California Health & Safety Code (HSC) Section 17920.3(a) as evidenced by the photographs attached to the April 22 Notice to Abate;

(b) That the residential structure on the Property contains structural hazards pursuant to HSC Section 17920.3(b) as evidenced by the photographs attached to the April 22 Notice to Abate;

(c) That the residential structure on the Property lacks electrical wiring, pursuant to HSC Section 17920.3(d), which is either in good and safe condition or working properly as evidenced by the photographs attached to the April 22 Notice to Abate;

(d) That the residential structure on the Property lacks plumbing, pursuant to HSC Section 17920.3(e), which is either in in good and safe condition or working properly as evidenced by the photographs attached to the April 22 Notice to Abate;

(e) That the residential structure on the Property lacks effective waterproofing and weather protection pursuant to HSC Section 17920.3(g) as evidenced by the photographs attached to the April 22 Notice to Abate;

(f) That the residential structure on the Property is in a condition, pursuant to

HSC Section 17920.3(h), so as to render it at risk of causing a fire or explosion, or providing a ready fuel to augment the spread or intensity of fire or explosion, as evidenced by the photographs attached to the April 22 Notice to Abate;

(g) That the residential structure on the Property contains, pursuant to HSC Section 17920.3(j), an accumulation of weeds, vegetation, junk, debris, garbage, combustible materials, and similar materials and conditions which constitute fire, health or safety hazards, as evidenced by the photographs attached to the April 22 Notice to Abate;

(h) That the residential structure on the Property is unsafe due to inadequate maintenance pursuant to HSC Section 17920.3(k) and 2013 California Building Code Section 116.1, as evidenced by the photographs attached to the April 22 Notice to Abate;

(i) That the residential structure on the Property lacks, pursuant to HSC Section 17920.3(m), fire-resistive construction or fire-extinguishing systems as evidenced by the photographs attached to the April 22 Notice to Abate;

(j) That all of the foregoing conditions exist on the Property an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof, and therefore render the residential structure on the Property substandard pursuant to HSC Section 17920.3;

(k) That the Property has been left in an abandoned and neglected condition for a period exceeding ninety (90) days in violation of MVMC Section 6.04.040(A)(3), as evidenced by the photographs attached to the April 22 Notice to Abate and the photographs taken by Code Compliance Officer Moore on January 5, 2016;

(l) That the Property contains, in violations of MVMC 6.04.040(B)(2) and (C)(1), junk, debris and dry and overgrown vegetation, as evidenced by the photographs attached to the April 22 Notice to Abate and the photographs taken by Code Compliance Officer Moore of January 5, 2016;

(m) That the conditions on the Property are injurious to health, offensive to the senses, and interfere with the comfortable enjoyment of life or property, and affect at the same time the entire community or neighborhood surrounding the Property pursuant to California Civil Code Sections 3479-3480 and MVMC Section 6.04.090(E)(9);

(n) That the owner of the Property is Lawrence C. Mistler ("Mistler"), as evidenced by the Litigation Guarantee, and that Mistler has failed and/or refused to comply with the City's notices of violation and orders to abate, including but not limited to the April 22 Notice to Abate and the January 6 Notice to Abate.

Section 5. Determination

That the Property is hereby declared to be a public nuisance pursuant to Moreno Valley Municipal Code Sections 6.04.040(A)(1), 6.04.040(A)(3), 6.04.040(B)(2), 6.04.040(C)(1), 6.04.040(E)(9) and California Civil Code Sections 3479-3480, and that the residential structure thereon is hereby declared to be a Substandard Building pursuant to California Health & Safety Code Section 17920.3(a), (b), (c), (d), (e), (g), (h), (k), (j), and (m).

Section 6. Abatement Order

That Mistler is hereby directed to abate all substandard and nuisance conditions on the Property within 30 days after the date of posting on the Property of notice of the passage of this resolution, by having the residential structure thereon properly reconstructed or repaired, or by having the same razed or removed, and by removing all dead and overgrown vegetation, all junk, trash and debris, and all other combustible materials from the Property. The residential structure on the Property shall remain vacated during said time period. If all substandard and public nuisance conditions are not abated within said time period, the City Attorney's Office shall seek Court authorization for the City to raze and remove the residential structure and abate all other nuisance conditions on the Property.

Section 7. Recovery of Abatement Costs

Pursuant to MVMC Section 6.04.120 and California Government Code Section 38773.5, if the abatement work is conducted by the City, the full amount of the City's abatement costs, as defined in MVMC Section 6.04.120 and as confirmed by the City Council, shall constitute a special assessment against the Property, which upon recording, as thus made and confirmed, shall constitute a lien on the Property and shall be added to the Riverside County property tax rolls for collection at the same time and in the same manner as ordinary real property taxes are collected.

Section 8. Severability

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 9. Effective Date.

That this Resolution shall take effect immediately upon its passage.

Section 10. Certification

That the City Clerk shall certify as to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 14th day of June, 2016.

Yxtian Gutierrez, Mayor

ATTEST:

Leslie Keane, Interim City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

EXHIBIT A

Notice & Order to Abate Dated April 22, 2016, signed by City Code Compliance Supervisor Steve Alvarado and City Building & Safety Supervisor Nick Henderson, including copies of photographs of the Property taken on April 21, 2016 by Steve Alvarado

EXHIBIT B

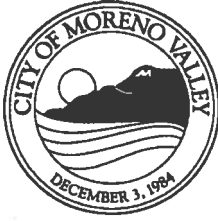
Notice to Abate Nuisance Dated January 6, 2016, signed by City Code Compliance Officer Millicent Moore, including copies of photographs of the Property taken on January 5, 2016 by Officer Moore

Attachment: Jimson Nuisance Resolution (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE

EXHIBIT C

Litigation Guarantee dated March 17, 2016, prepared by Commonwealth Land Title Insurance Company

Attachment: Jimson Nuisance Resolution (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE



Community & Economic Development Department
Building & Safety Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3350
Fax: (951) 413-3363

April 22, 2016

Lawrence C. Mistler
PO Box 83014
San Diego, Ca. 92138

CERTIFIED/REGULAR MAIL/POSTED

Notice & Order to Abate
Abatement of Public Nuisances

As owner(s), or person(s) having equitable interest, shown on the last equalized assessment roll of the real property located at 24214 Jimson Pl, Moreno Valley, California 92553, further identified as assessor's parcel number 482-331-017, you are hereby given notice that the City of Moreno Valley has determined that substandard and public nuisance conditions exist upon said property.

On April 22, 2016 the City of Moreno Valley, Code Compliance and Building Divisions, conducted an inspection of the subject property regarding the property maintenance.

It is unlawful and is declared a nuisance for any person owning, leasing, renting, occupying, charged with the management of or having charge or possession of any property in the city to maintain or fail to maintain the property in such a manner that it becomes insanitary, unsafe and/or unfit for human occupancy.

The Building Official is authorized and directed to enforce all provisions of the Moreno Valley Municipal Code (MVMC); the California Code of Regulations, Title 24, California Building Code; and the California State Housing Law, Health & Safety Code(HSC) Sections 17910 et seq.

Due to recurring issues of non-compliance, non-conformity and health & safety violations under the auspices and authority of the Building Official, the subject property shall be vacated and secured against unauthorized entrants effective immediately. In addition, you are hereby ordered to abate all nuisances upon subject property no later than **May 23, 2016**. Such nuisances include the following conditions in violation of the MVMC, as

observed by the Code Compliance Division during its April 22, 2016 inspection of the subject property:

1. Buildings, structures, facilities, equipment, devices or improvements maintained in violation of Health & Safety Code §17920.3 of the California State Housing Law, as follows (§6.04.040 (A1) M.V.M.C) :
 - a. Substandard building - Inadequate sanitation due to lack of water closet, kitchen sink, hot and cold running water to plumbing fixtures in a dwelling unit, lack of adequate heating, lack of ventilation, lack of required electrical lighting, and general dilapidation and improper maintenance (§17920.3(a)(1), (3), (5)-(7), (10), (14) HSC);
 - b. Substandard building - Structural hazards due to defective and insufficient flooring, floor supports, walls, partitions, roofs, ceilings, vertical supports, and horizontal members (§17920.3(b) HSC);
 - c. Substandard building - Nuisance conditions (violations of M.V.M.C) (§17920.3(C) HSC);
 - d. Substandard building - Electrical wiring not in good and safe condition nor working properly (§17920.3(d) HSC);
 - e. Plumbing not in good and safe condition nor working properly Substandard building - (§17920.3(e) HSC);
 - f. Substandard Building - Faulty weather protection due to ineffective waterproofing including broken windows or doors, and lack of weather protection for exterior wall coverings (§17920.3(g)(2)-(3) HSC);
 - g. Substandard Building - Building in condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion resulting from any cause (§17920.3(h) HSC);
 - h. Substandard Building due to accumulation of accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards (§17920.3(j) HSC);
 - i. Substandard Building - Building not provided with fire-resistive construction or fire-extinguishing systems (§17920.3(m) HSC);
 - j. Unsafe structure and equipment; Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or otherwise dangerous to human life or public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section. (§116.1 2013 CBC)
 - k. Property, including any sidewalks and parkways adjacent thereto, containing weeds, dry grasses, dead trees, or dead shrubs. (§6.04.040 (C1) M.V.M.C)

Necessary Corrective Action: Secure and make all necessary repairs to the abandoned and damaged residential structure to bring it into compliance with the California State Housing Law, 2013 California Building Code and other applicable law. Alternatively, demolish and remove the residential structure due to burnt and massive charring of the roof trusses, no roofing material to protect from water

damage and no structural strength in the framing members because of dry rot and extensive charring. The remaining roof trusses are non-engineered and unpermitted with extensive weathering. Remove all overgrown vegetation and dry weeds from the property. If demolition is elected, obtain a demolition permit from the City of Moreno Valley Building & Safety Division for the structure.


2. Vacant/Abandoned/Open Accessible Structure (§6.04.040 (A3) M.V.M.C.). Necessary Corrective Action: All windows and doors must be secured to prevent unauthorized persons including, but not limited to, juveniles, vagrants or persons engaged in illegal, hazardous, drug or gang activity. Which have been abandoned, vacated, boarded up, partially destroyed, or left in a state of partial construction or repair for a period exceeding ninety (90) days. Alternatively, demolish and remove the residential structure. Obtain a demolition permit from the City of Moreno Valley Building & Safety Division for the structure.

Causing or permitting the continuation or repeated occurrence of any of the foregoing nuisances is prohibited, and all corrective action must be sufficient to prevent recurrence of nuisance conditions. Please notify the City's Code Compliance Division if you feel that additional time is necessary to perform the necessary corrective actions.

If you object to this Notice & Order to Abate, you may file a written appeal in accordance with Section 6.04.090 of the Moreno Valley Municipal Code no later than **ten (10) days from the date of this notice**. Failure to comply with or appeal this Notice & Order to Abate within the time limits specified herein will result in the City taking necessary and appropriate action to permanently abate the nuisance conditions enumerated above. You will be liable to the City for all costs and expenses incurred in the abating the nuisances specified herein pursuant to MVMC section 6.04.120.

All utilities servicing this property shall be ordered removed until such time all nuisances upon subject property have been remedied and the structures are repaired, rebuilt, or rehabilitated in accordance with the State Housing Law and the California Code of Regulations, Title 24, California Building Code Standards with proper permits, approvals and inspections. The issuance of this Notice & Order to Abate does not prohibit the City from utilizing any other remedy available to it, whether civil or criminal, for such violations, including, but not limited to, judicial or administrative proceedings to abate the nuisance. Make all required corrections no later than **May 23, 2016**.

Questions concerning this matter should be directed to the undersigned in writing, or by telephone at (951) 413-3340.



Steve Alvarado
Code Compliance Supervisor



Nick Henderson
Building & Safety Supervisor

Cc: Lawrence C. Mistler (Posted and mailed)

Photos taken on April 22, 2016 by Steve Alvarado:



Massive charring on roof truss system



Burnt and charred roof truss and roof sheathing, no weather protection.



Burnt and charred roof truss and roof sheathing, no weather protection.



Fire damage and missing roofing system.



Non-engineered and unpermitted roof trusses.



Weathered framing members.



Non-engineered trusses with weathering and no weather protection.



No plumbing fixtures with hot or cold running water.

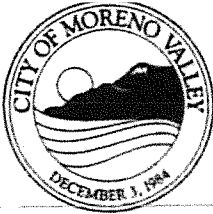


No roofing material, damaged/missing roof and no weather protection.



No roofing material, damaged/missing roof, no weather protection and overgrown vegetation.

Notice to Abate Nuisance



City of Moreno Valley Community Development Department
Code & Neighborhood Services Division
14177 Frederick Street | P.O. Box 88005 | Moreno Valley, CA 92552-0805
Telephone: 951.413.3340 | Fax: 951.413.3345

NOTICE TO ABATE NUISANCE

Pursuant to Chapter 6.04 of the Moreno Valley Municipal Code, you are hereby directed to abate the public nuisance condition(s) as described below by 1-16-16.

Violations of Moreno Valley Municipal Code as follows:

- 6.04.040A3 Vacant/Abandoned/Open Accessible Structure
- 6.04.040E1 Unfenced/Unsecured Pool/Excavation
- 6.04.040C1 Weeds/Dry Brush/Overgrown Vegetation
- 6.04.040B2 Junk/Trash or Debris
- 6.04.040B1 Abandoned/Discarded Objects including Automobiles (Parts)/Furniture
- 6.04.040D2 Parking on Unimproved Surface
- Other _____

Required action SECURE ALL WINDOWS AND DOORS. REMOVE ALL JUNK AND TRASH FROM PROPERTY. REMOVE OVERGROWN WEEDS FROM FRONT AND REAR YARD

OWNER/TENANT FAILURE TO CORRECT LISTED VIOLATION(S) WITHIN THE TIME FRAME INDICATED WILL RESULT IN THE CITY INITIATING NUISANCE ABATEMENT PROCEEDINGS TO CORRECT VIOLATIONS. THE OWNER OF SUCH PROPERTY SHALL BE LIABLE FOR ALL COSTS AND EXPENSES INCURRED BY THE CITY FOR SAID ABATEMENT. FAILURE TO PAY ALL ABATEMENT COSTS SHALL RESULT IN A TAX LIEN AGAINST THE PROPERTY.

If you object to the determination of cited violation(s), you may file a written appeal no later than 5 days from the date of this notice.

24214 JIMSON PL
Property Location

MOORE
Code Compliance Officer

951 413-3348
Telephone

Owner (as shown on the last equalized assessment roll):

Lawrence C MISTLER
P.O. Box 83014

SAN DIEGO, CA 92138

482-331-017
Assessor Parcel Number

1-16-16
Date Mailed to Owner

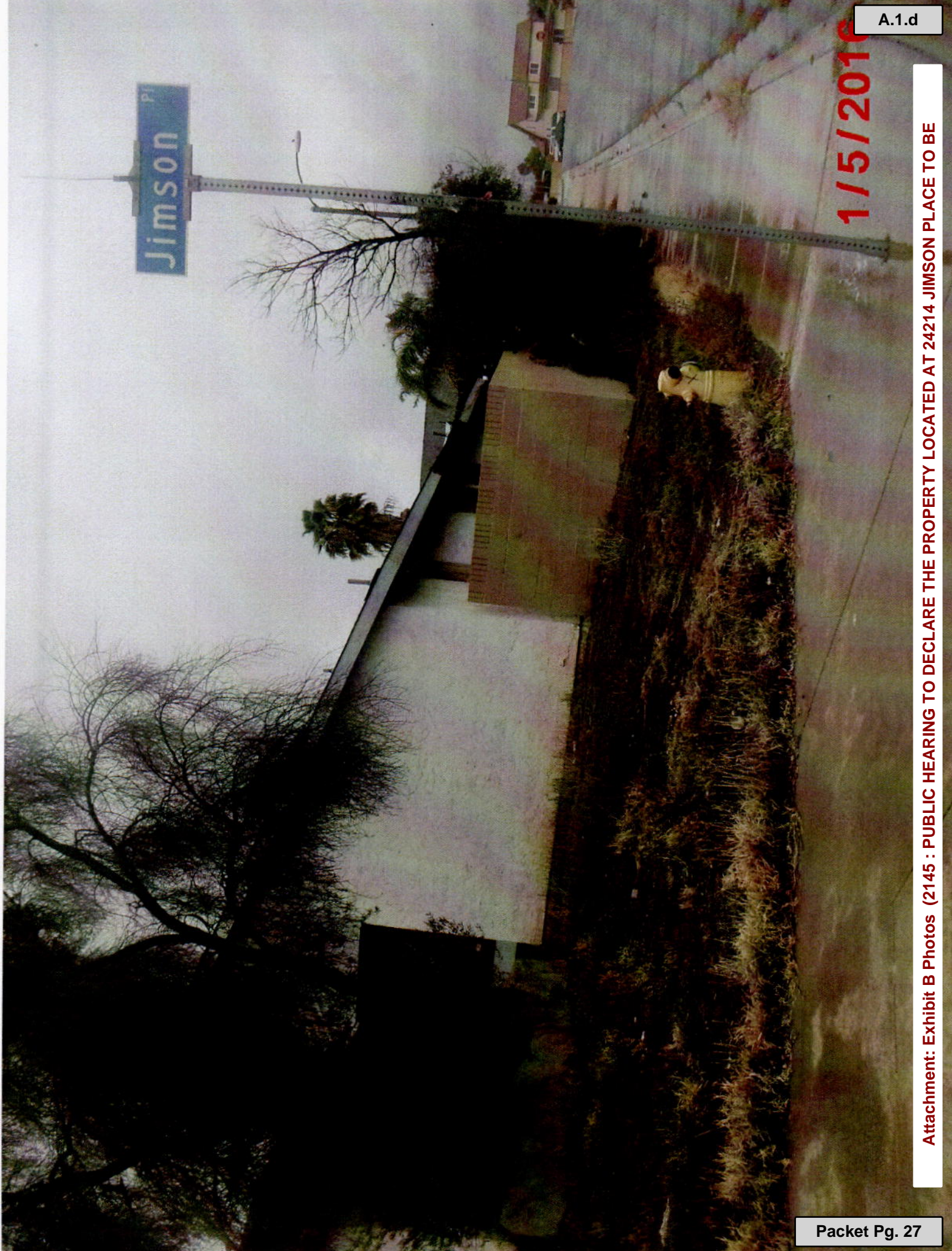
Copies to _____



1/5/2016

A.1.d

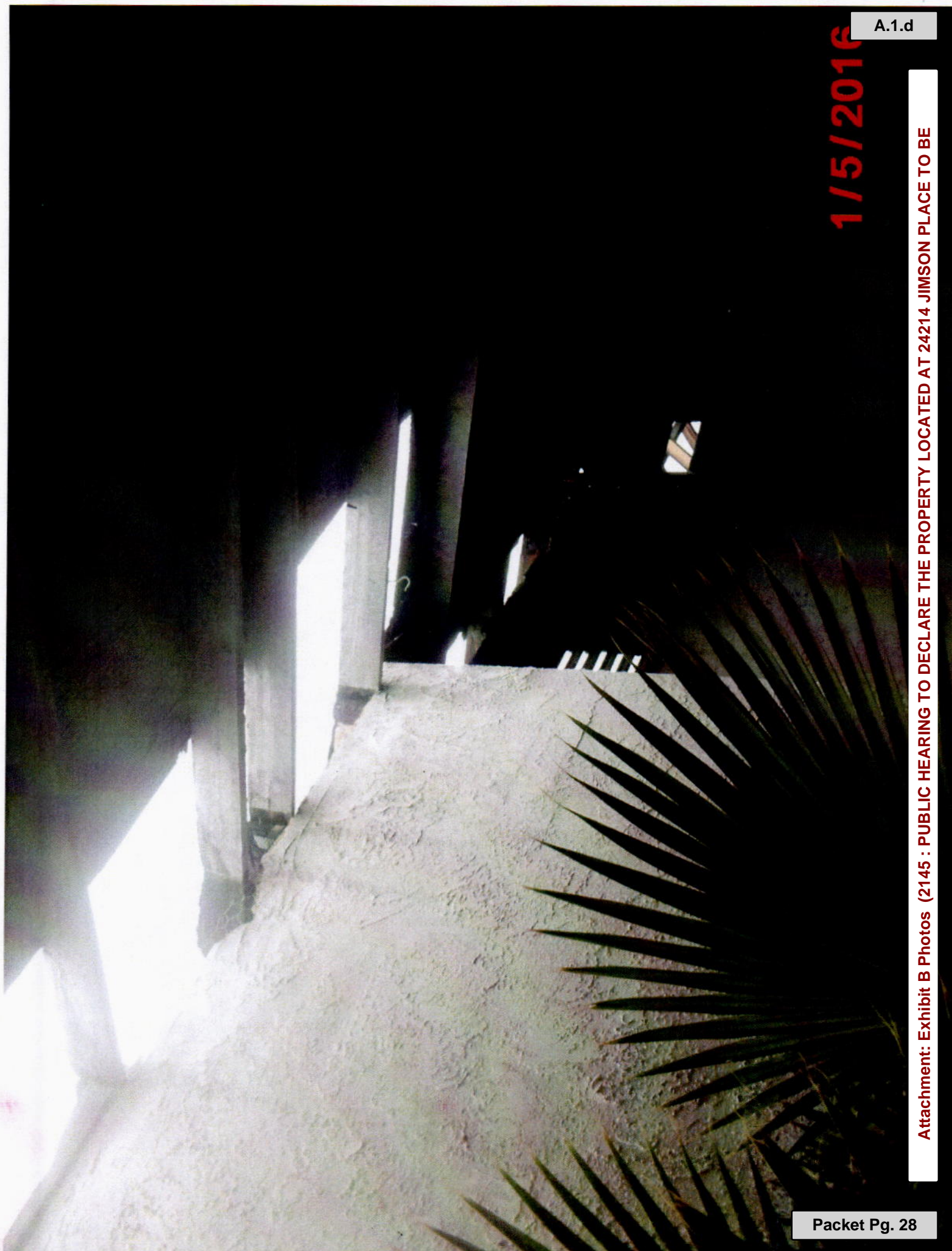
Attachment: Exhibit B Photos (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE



1/5/2010

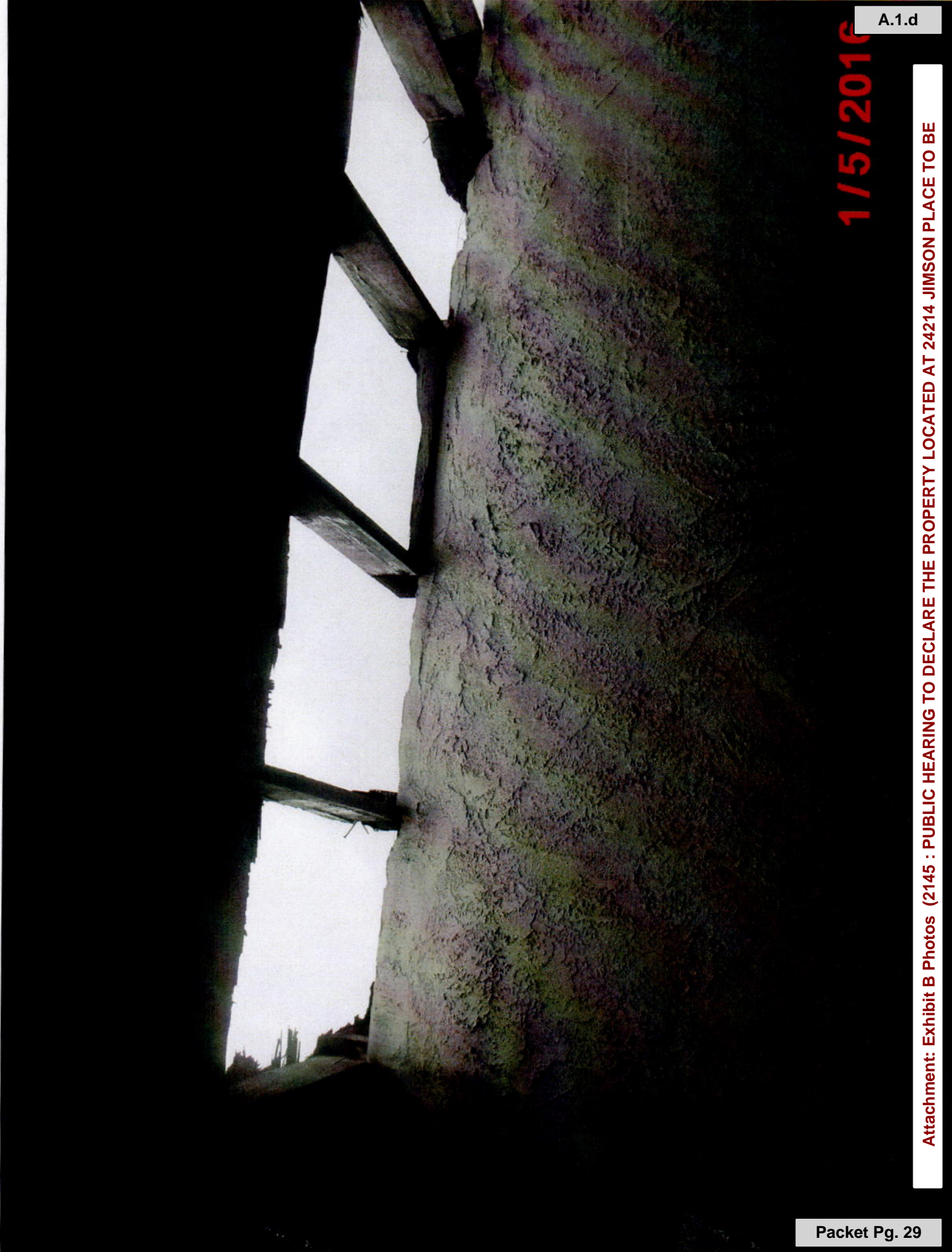
Attachment: Exhibit B Photos (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE

1/5/2016



Attachment: Exhibit B Photos (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE

1/5/2016

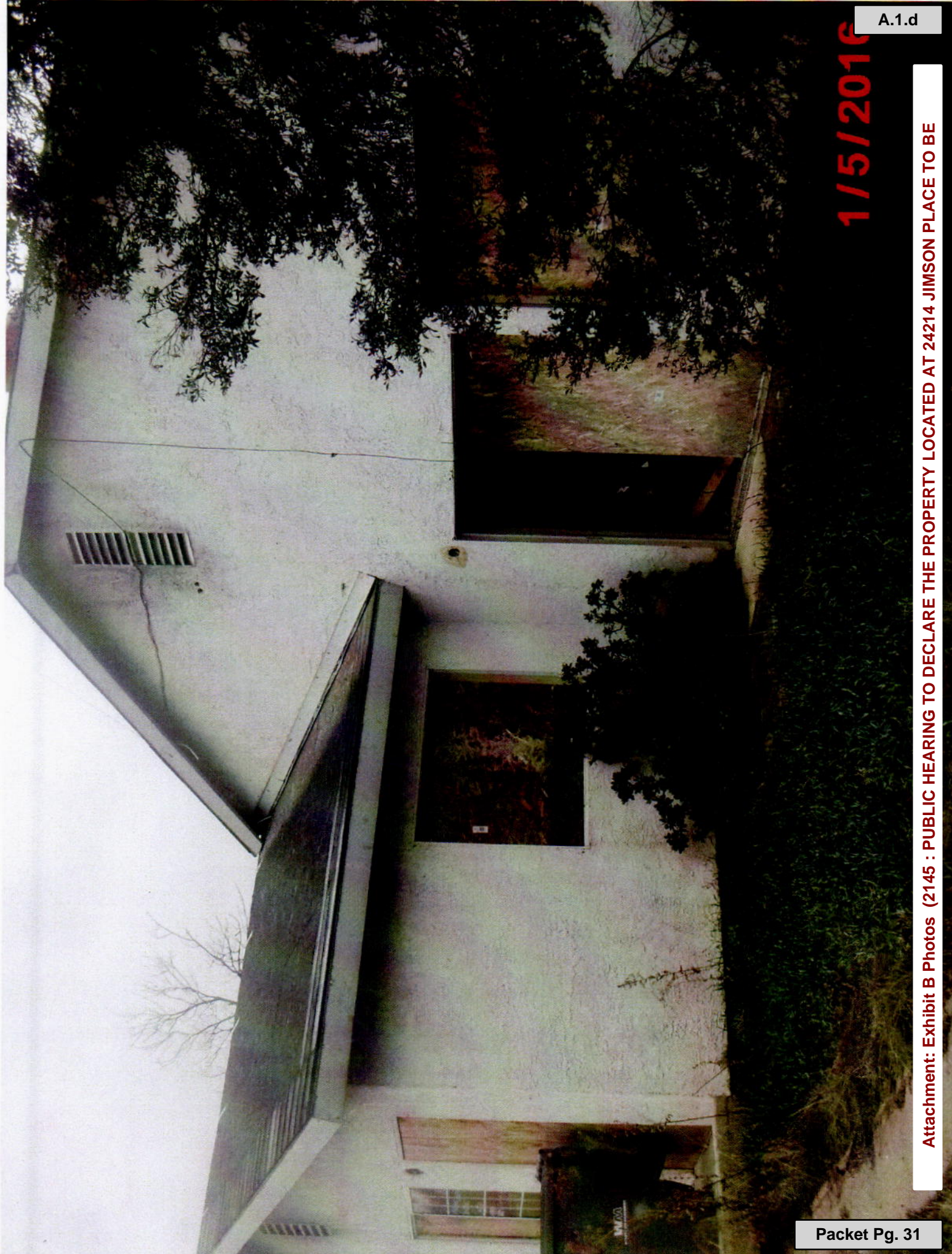


Attachment: Exhibit B Photos (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE

1/5/2016



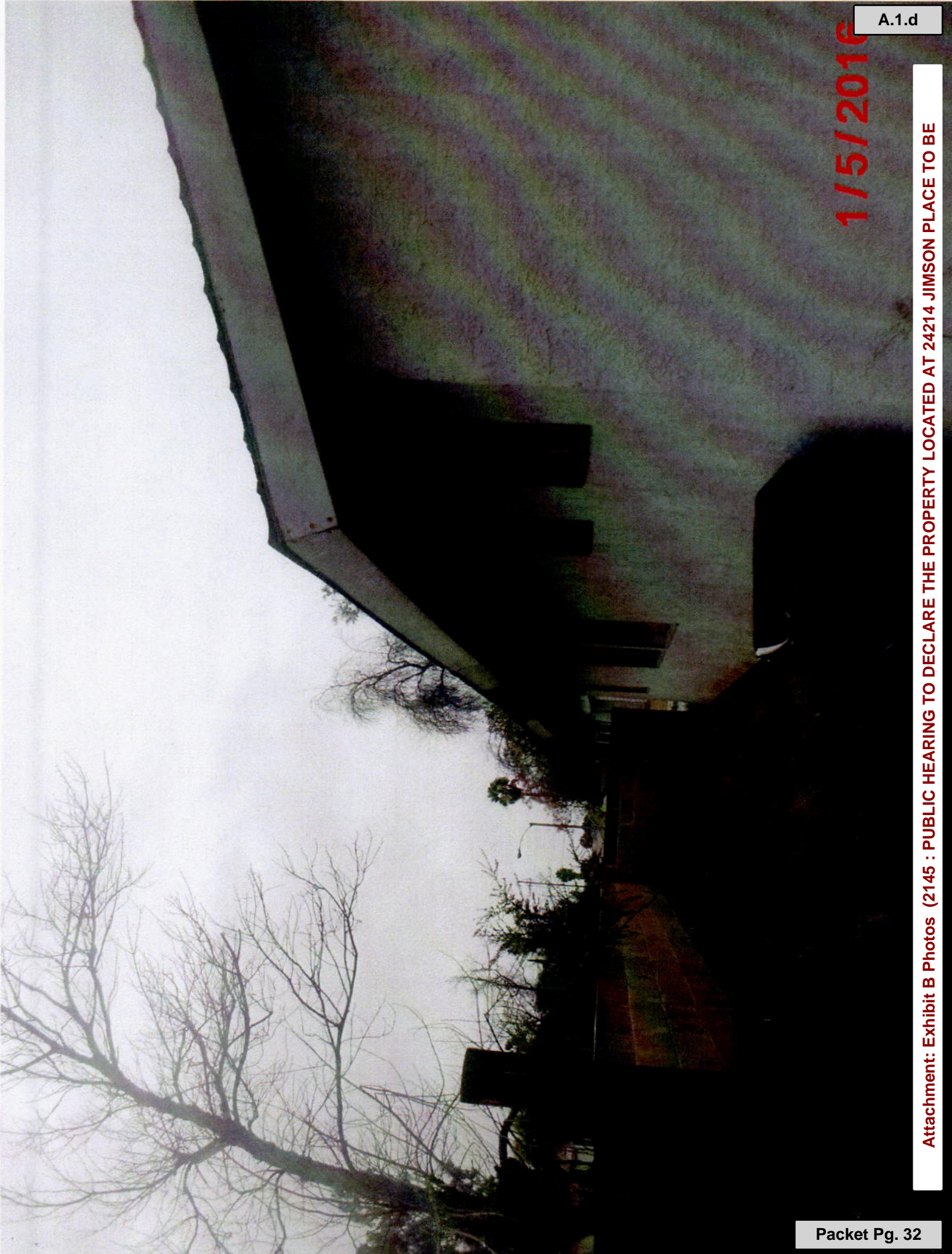
Attachment: Exhibit B Photos (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE



1/5/2016

A.1.d

Attachment: Exhibit B Photos (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE



1/5/2016

A.1.d

Attachment: Exhibit B Photos (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE



1/5/2016

Attachment: Exhibit B Photos (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE

1/5/2016



Attachment: Exhibit B Photos (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE

1/15/2016

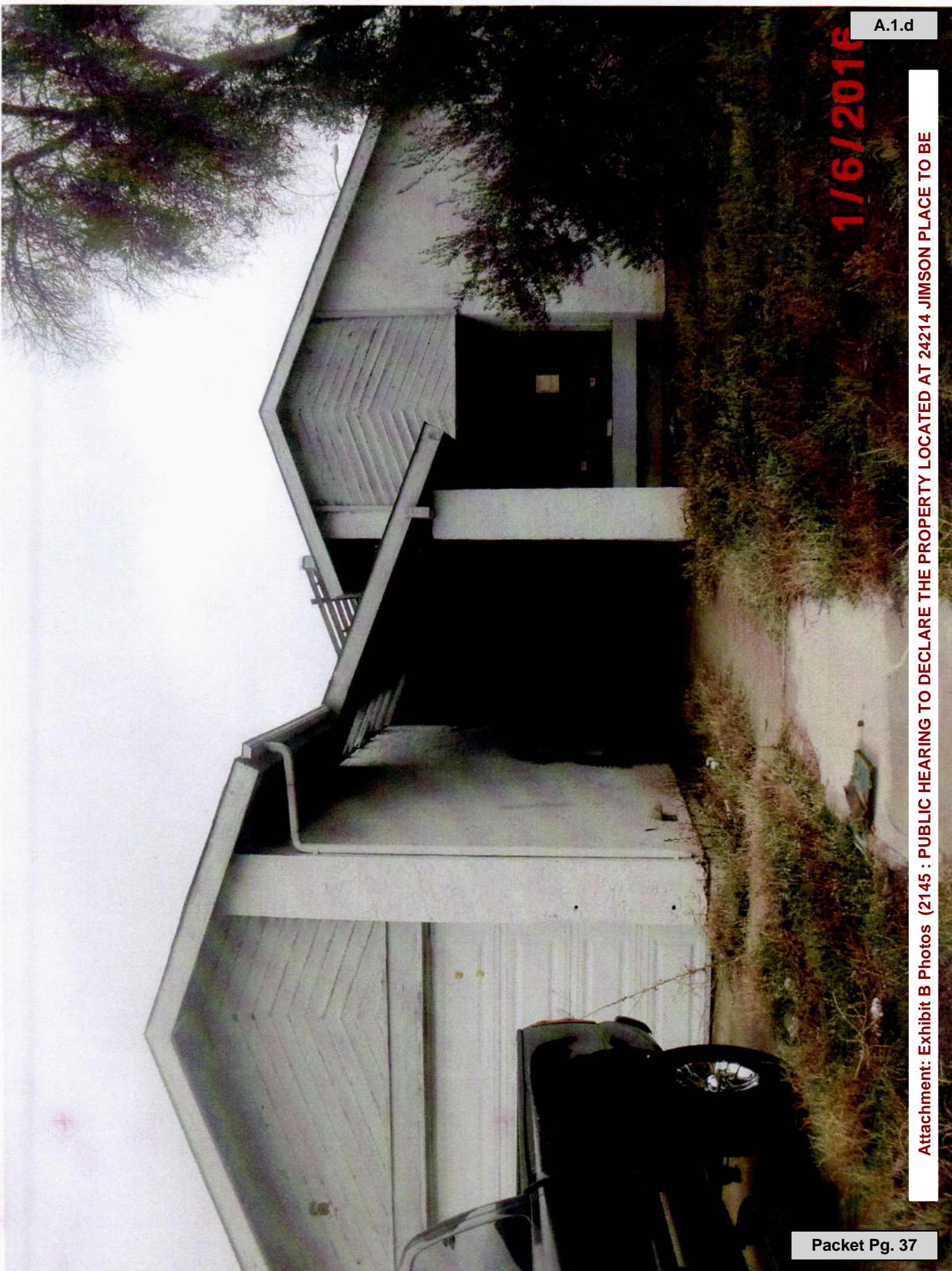


Attachment: Exhibit B Photos (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE

1/16/2016



Attachment: Exhibit B Photos (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE



1/6/2016

Attachment: Exhibit B Photos (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214 JIMSON PLACE TO BE



Commonwealth Land Title Insurance Company

GUARANTEE NO.: CA-SFXFC-IMP-81021-1-16-09190687

LITIGATION GUARANTEE

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE

COMMONWEALTH LAND TITLE INSURANCE COMPANY a corporation, herein called the Company GUARANTEES

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A:

1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - (a) The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to in Schedule A.
 - (b) The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.

THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed as of the date of policy shown in Schedule A, the Guarantee to become valid when countersigned by an authorized signatory.

Countersigned:

By: Natalie Bombardieri
Authorized Officer or Agent



COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: Randy Quirk
Randy Quirk, President
Attest: Michael Gravelle
Michael Gravelle, Secretary

Attachment: Exhibit C - LITIGATION GUARANTEE-LINKED (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214

GUARANTEE EXCLUSIONS AND CONDITIONS (06-05-14)

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will

the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle

in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at Commonwealth Land Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

LITIGATION GUARANTEE**SCHEDULE A**Order No.: **09190687-919-KRC-KRE**Guarantee No.: **CA-SFXFC-IMP-81021-1-16-09190687**Amount of Liability: **\$100,000.00**Date of Guarantee: **March 17, 2016 at 7:30 a.m.**Fee: **\$750.00**

1. Name of Assured:

City of Moreno Valley

2. The estate or interest in the Land that is the subject of this Guarantee is:

A FEE

3. This Land referred to in this Guarantee is situated in the State of California, County of Riverside, and is described as follows:

See Exhibit A attached hereto and made a part hereof.

4. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to condemnation. It shall not be used or relied upon for any other purpose.

5. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest is vested in:**Lawrence C. Mistler, a single man**

b. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.

c. The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named herein and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4.

d. The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4. However, no return address for mailing after recording is shown in Schedule C as to those current interest holders.

6. The return address for mailing after recording, if any, as shown on each document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown above in paragraph 5(a), are as shown in Schedule C.

EXHIBIT A
LEGAL DESCRIPTION

All that certain real property situated in the County of Riverside, State of California, described as follows:

Lot 17 of Tract No. 8044, in the City of Moreno Valley, County of Riverside, State of California, as shown by map on file in [Book 96 Pages 28](#) through 30 inclusive of Maps, records of Riverside County, California.

[APN: 482-331-017](#)

SCHEDULE B

Defects, liens, encumbrances or other matters affecting title:

Part I

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2016-2017.
- B. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:
- | | |
|-------------------------|---|
| Tax Identification No.: | 482-331-017-1 |
| Fiscal Year: | 2015-2016 |
| 1st Installment: | \$1,321.14, unpaid (Delinquent after December 10) |
| Penalty: | \$132.11 |
| 2nd Installment: | \$1,321.14, unpaid (Delinquent after April 10) |
| Penalty and Cost: | \$170.74 |
| Homeowners Exemption: | \$none |
| Code Area: | 021-236 |
- C. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2011-2012.
- APN No.: 482-331-017-1
- Amounts to redeem for the above-stated fiscal year (and subsequent years if any) are:
- | | |
|---------|-------------------------------|
| Amount: | \$8,093.39, by March 31, 2016 |
| Amount: | \$8,174.48, by April 30, 2016 |
- D. Notice of Power to Sell tax defaulted property for non-payment of delinquent taxes for the fiscal year 2003-2004.
- | | |
|------------------|--|
| APN No.: | 482-331-017-1 |
| Default No.: | 2006-482331017-0000 |
| Original amount: | \$129.06 |
| Recording Date: | September 1, 2011 |
| Recording No.: | 2011-0390697 of Official Records |
- and Re-Recording date: March 13, 2012
and Re-Recording No.: [2012-0115805 of Official Records](#)
- E. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
1. Water rights, claims or title to water, whether or not disclosed by the public records.

**SCHEDULE B – Part I
(Continued)**

- 2. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;
 - Reserved to: Bear Valley and Alessandro Development Company
 - Purpose: a right of way over, under, through and upon said Land and every part thereof for all necessary pipelines, ditches and flumes; also the right to enter upon said Land to construct and repair pipelines, ditches, and flumes, together with the right to conduct water in and through the same.
 - Recording No.: [Book 11, Page 10](#) of Maps, San Bernardino County Records

The exact location and extent of said easement is not disclosed of record.

- 3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 - Granted to: Eastern Municipal Water District
 - Purpose: conduits
 - Recording Date: March 4, 1955
 - Recording No: in [Book 1702, Page 559](#); in [Book 1702, Page 467](#) and in [Book 1702, Page 552](#) all of Official Records
 - Affects: said land more particularly described therein.
 - and Recording Date: November 12, 1969
 - and Recording No: as [Instrument No. 115832 of Official Records](#)

- 4. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
 - Recording Date: September 24, 1969
 - Recording No: as [Instrument No. 98071 of Official Records](#)

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Modification(s) of said covenants, conditions and restrictions

 - Recording Date: April 5, 1972
 - Recording No: as [Instrument No. 44054 of Official Records](#)

- 5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on
 - Map/Plat: Tract Map
 - Purpose: public utilities
 - Affects: the Southerly 5 feet of said land

Attachment: Exhibit C - LITIGATION GUARANTEE-LINKED (2145 : PUBLIC HEARING TO DECLARE THE PROPERTY LOCATED AT 24214

SCHEDULE B – Part I
(Continued)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company, a Corporation
 Purpose: public utilities
 Recording Date: March 17, 1978
 Recording No: as [Instrument No. 50794 of Official Records](#)
 Affects: said land more particularly described therein.

7. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: March 17, 1978
 Recording No: as [Instrument No. 50795 of Official Records](#)

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: General Telephone Company of California, a Corporation
 Purpose: public utilities
 Recording Date: July 31, 1978
 Recording No: as [Instrument No. 159205 of Official Records](#)
 Affects: the Westerly 3 feet of said land

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Eastern Municipal Water District, a municipal corporation
 Purpose: public utilities
 Recording Date: August 10, 1978
 Recording No: as [Instrument No. 168360 of Official Records](#)
 Affects: the Southerly 3 feet of said land

SCHEDULE B**Part II**

1. A deed of trust to secure the payment of the amount of \$22,500.00 under that certain bond on behalf of Lawrence Charles Mistler in the matter of the People of the State of California vs. Lawrence Charles Mistler

Dated: March 8, 1997
 Trustor: George Mistler Jr. and Regina M. Mistler
 Trustee: John Garcia Bail Bonds
 Beneficiary: Nobel Insurance Company
 Bail Bond No.: N5-0026535, N5-0026532, N10-0011314, N5-0026536
 Recording Date: April 28, 1997
 Recording No: as [Instrument No. 143379 of Official Records](#)

2. A lien for the amount shown below and any other amounts due,

Amount: \$881.56
 Claimant: Eastern Municipal Water District
 Nature of Claim: unpaid service charges
 Recording Date: April 14, 2006
 Recording No: as [Instrument No. 2006-0269140 of Official Records](#)

3. A deed of trust to secure the payment of the amount of \$40,000.00 under that certain bond on behalf of Peter Stewart Patin in the matter of the People of the State of California vs. Peter Stewart Patin

Dated: May 21, 2006
 Trustor: Lawrence C. Mistler
 Trustee: Brian Kesneck, Vice President
 Beneficiary: Bankers Insurance Company
 Bail Bond No.: 580017130-8, 555014707-7
 Recording Date: June 7, 2006
 Recording No: as [Instrument No. 2006-0411102 of Official Records](#)

4. A deed of trust to secure the payment of the amount of \$30,000.00 under that certain bond on behalf of Michael Layer in the matter of the People of the State of California vs. Michael Layer

Dated: May 28, 2006
 Trustor: Lawrence C. Mistler
 Trustee: Brian Kesneck, Vice President
 Beneficiary: Bankers Insurance Company
 Bail Bond No.: 55014797-8 (+1)
 Recording Date: June 9, 2006
 Recording No: as [Instrument No. 2006-0420655 of Official Records](#)

5. A Notice of Substandard property as disclosed by a document

Recording Date: June 21, 2006
 Recording No: as [Instrument No. 2006-0447030 of Official Records](#)

Reference is hereby made to said document for full particulars.

SCHEDULE B – Part II
(Continued)

6. Matters contained in that certain document

Entitled: Notice of Code Violation Non Compliance
 Dated: February 4, 2010
 Executed by: City of Moreno Valley
 Recording Date: February 8, 2010
 Recording No: as [Instrument No. 2010-0057476 of Official Records](#)

Reference is hereby made to said document for full particulars.

7. Matters contained in that certain document

Entitled: Notice of Code Violation Non-Compliance, Case No. SR10-0068
 Dated: April 26, 2011
 Executed by: City of Moreno Valley
 Recording Date: April 28, 2011
 Recording No: as [Instrument No. 2011-0186798 of Official Records](#)

Reference is hereby made to said document for full particulars.

8. A deed of trust to secure the payment of the amount of \$22,500.00 under that certain bond on behalf of Shane Weber in the matter of State of California vs. S. Weber

Dated: June 10, 2011
 Trustor: Lawrence C. Mistler
 Trustee: Bankers Surety Services, Inc.
 Beneficiary: Bankers Insurance Company
 Bail Bond No.: 511161887-5 (+3)
 Recording Date: June 29, 2011
 Recording No: as [Instrument No. 2011-0286526 of Official Records](#)

9. Matters contained in that certain document

Entitled: Notice of Code Violation Non Compliance
 Dated: May 8, 2014
 Executed by: City of Moreno Valley
 Recording Date: May 24, 2014
 Recording No: as [Instrument No. 2014-0230886 of Official Records](#)

Reference is hereby made to said document for full particulars.

SCHEDULE C**Addresses**

Lawrence C. Mistler
24214 Jimson Place
Moreno Valley, California 92553-2417
(record owner)

Lawrence C Mistler
P.O. Box 83014
San Diego California 92138
(record owner)

Nobel Insurance Company
c/o John Garcia Bail Bonds
4117 Main Street
Riverside, California 92501
(beneficiary of Item No. 1, Part II)

Eastern Municipal Water District
P.O. Box 8300
Perris, California 92570
(beneficiary of Item No. 2, Part II)

Bankers Insurance Company
c/o All-Mobile Bail Bonds
4511 Corona Ave.
Norco, California 92860
(beneficiary of Item Nos. 3, 4 and 8, Part II)

City of Moreno Valley
Code & Neighborhood Services Division
P.O. Box 88005
Moreno Valley California 92552-0805
(claimant of Item Nos. 5, 6, 7 and 9, Part II)

All-Mobile Bail Bonds
P.O. Box 819
Corona, California 92878
(claimant of Item Nos. 5, 6, 7 and 9, Part II)

Any and all parties known to the plaintiff to have or claim any interest in said land, or whose interest could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof, should also be named as parties defendant.

