

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

711B



FROM: County Counsel
Code Enforcement Department

SUBMITTAL DATE:
March 3, 2011

SUBJECT: Statement of Expense [Case No. CV00-1764]
Subject Property: 14890 Highland Home Road, Banning; NESCHER
APN: 537-130-013
District: Five

Departmental Concurrence

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) assess the reasonable costs of abatement of a public nuisance (construction without permits [house, breezeway, garage, etc.]) in the above-referenced matter to be **sixty-three thousand, two hundred eighty-six dollars and nineteen cents; (US \$63,286.19);**
- (2) assess the costs of abatement against the above-described subject property;
- (3) authorize the recordation of a notice of abatement lien; and
- (4) authorize the abatement costs to be added to the tax roll as a special assessment
- (5) authorize and direct the Code Enforcement Department to take any reasonable actions to collect the amount owed.

[Signature]

L. ALEXANDRA PONG, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

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

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

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
Tina Grande

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley

Nays: None

Absent: Tavaglione

Date: March 15, 2011

xc: 3 UN Co. Co., CED, Prop. Owner

Kecia Harper-Ihem
Clerk of the Board

BY: *[Signature]*
Deputy

Prev. Agn. Ref.:

District: 5

Agenda Number:

9.3

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Statement of Expense [Case No. CV 00-01764]

Subject Property: 14890 Highland Home Road, Banning; NESCHER

APN: 537-130-013

District: Five

Page 2

BACKGROUND: Government Code § 25845, Riverside County Ordinance Nos. 457 (RCC Title 15), 348 (RCC Title 17 and 725 (RCC Title 1.16) 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.

On February 1, 2011, the Superior Court of the State of California, County of Riverside, issued its "Order to Abate Nuisance (Granting Motion for Imposition of Attorneys' Fees and Costs; Penalties and Abatement of the Property Prior to Transfer)" as a result of a lawsuit filed by the County of Riverside in Case No. RIC 369363 (see attached exhibit). The Court awarded County of Riverside costs and attorneys' fees in the amount of sixty-three thousand, two hundred eighty-six dollars and nineteen cents; (US \$63,286.19). County of Riverside seeks to have these costs recorded against the subject property as an abatement lien and to be added to the tax roll as a special assessment.

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

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

FROM: County Counsel
Code Enforcement Department
SUBJECT: Statement of Expense [Case No. CV00-1764]
Subject Property: 14890 Highland Home Road, Banning; NESCHER
APN: 537-130-013
District Five

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

Hearing Date: MARCH 16, 2011

Notice of Statement Expense Hearing (including Proofs of Service, Affidavits of Posting and Return Receipts).....	Exhibit A
Order to Abate Nuisance dated 2/1/11	Exhibit B
Assessment-Roll For The Year 10/11 And Geographic Information System, February 24, 2011	Exhibit C
Lot Book Report	Exhibit D



CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

Glenn Baude
Director

February 28, 2011

**NOTICE OF HEARING
RE: STATEMENT OF EXPENSE**

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

Subject Property: 14890 Highland Home Road, Banning
Case No.: CV00-1764; NESCHER
APN: 537-130-013

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors on **Tuesday, March 15, 2011, 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 permits (house, breezeway, garage, etc.) located on your real property commonly described as 14890 Highland Home Road, Banning, Riverside County, California and more particularly described as Assessor's Parcel Number 537-130-013.

Based upon the Court Order filed Feb. 1, 2011, the total expenses due, including all other fees and costs, for the abatement of the above-described dangerous or injurious condition is **sixty-three thousand, two hundred eighty-six dollars and nineteen cents (US \$63,286.19)**. This amount is immediately due and payable. If you have any objections to the Statement of Expense 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 Expense, please contact Brian Black 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.

You are encouraged to contact Supervising Code Enforcement Officer, Brian Black (951) 955-2004 prior to the hearing. Please meet with Brian Black at 8:30 a.m. on the day of the hearing in the lobby of the 1st floor annex in front of the Clerk of the Board's Office to discuss the case.

GLENN BAUDE
Director

TRACEY TOWNER
Division Manager

Enclosure: Order to Abate

EXHIBIT NO. A



1 RECORDING REQUESTED BY
2 AND WHEN RECORDED MAIL TO:

3 PAMELA J. WALLS, COUNTY COUNSEL (SBN 123446)
4 PATRICIA MUNROE, DEPUTY COUNTY COUNSEL (SBN 197808)
5 3960 ORANGE STREET, SUITE 500
6 RIVERSIDE, CA 92501
7 Telephone: (951) 955-6300
8 Facsimile: (951) 955-6363
9 Attorneys for County of Riverside

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			8						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NCHG						T:	CTY	UNI	508

8 SPACE AB

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF RIVERSIDE

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

13 Plaintiff,

14 v.

15 STEWARD R. NESCHER, JR., individual,
16 KATHLEEN NESCHER, individual,
17 BREVEN R. NESCHER, individual,
18 STEWARD R. NESCHER, Jr., trustee,
19 Highland Home Ranch Living Trust, dated
20 Nov. 1996; KATHLEEN NESCHER
21 trustee,
22 Highland Home Ranch Living Trust, dated
23 Nov. 1996; BREVEN R. NESCHER, trustee
24 Highland Home Ranch Living Trust, dated
25 Nov. 1996; and DOES 1 through 20,
26 inclusive,

27 Defendants.

Case No: RIC369363

ORDER TO ABATE NUISANCE
(GRANTING MOTION FOR IMPOSITION
OF ATTORNEYS' FEES AND COSTS;
PENALTIES AND ABATEMENT OF THE
PROPERTY PRIOR TO TRANSFER)

(APN: 537-130-013; 14890 Highland Home
Road, Banning, California)

C
508

28 EXHIBIT NO. A2



1 The above-captioned matter came on regularly for hearing on November 5, 2010, in the Superior
2 Court of the State of California, County of Riverside, before the Honorable Gary B. Tranbarger, regarding
3 the real property described as 14890 Highland Home Road, Banning, Riverside County, and further
4 described as Assessor's Parcel Number 537-130-013 referred to hereinafter as "THE PROPERTY."

5 **BACKGROUND**

6 This matter was heard for an evidentiary hearing to determine whether engineered plans could be
7 required by the County of Riverside pursuant to the stipulated judgment and agreement between the
8 parties, signed and entered as an order by the court on February 18, 2003. The standard of proof was
9 abuse of discretion by the County (in requiring engineered plans) and the burden of persuasion was on the
10 Defendants.
11

12 The Honorable Gary B. Tranbarger presided over the evidentiary hearing. After substantial
13 testimony and arguments were presented by both parties, the court made the following findings on July
14 30, 2010:

- 15 (1) The Nescher defendants are in violation of the settlement agreement;
16
17 (2) The County's rejection of the Nescher application for a permit was reasonable.

18 Further, the Court stated that a new and different filing requesting a particular remedy may be
19 filed by the County. The Order was signed and entered on September 3, 2010.

20 As a request for remedies, on September 14, 2010 the County filed a Motion for the Imposition of
21 Attorneys' Fees and Costs; Penalties and Abatement of Property Prior to Transfer (the "Motion"). The
22 Defendants opposed the Motion. On November 5, 2010, the Honorable Gary B. Tranbarger presided over
23 the hearing regarding Motion by County of Riverside. Patricia Munroe, Deputy County Counsel for the
24 County of Riverside, appeared on behalf of the Plaintiff, County of Riverside. Lawrence R. Bynum
25 appeared on behalf of Defendants. Elana J. Moeder appeared on behalf of City Mortgage Co., an
26 interested party.
27
28

1 In lieu of ruling, the Court requested that the parties to work out an agreement of the elements
2 requested in the County's Motion. The County and Defendants were not able to reach an agreement, and
3 it is unlikely they will reach an agreement.

4 Having heard argument and being fully advised, the Court finds good cause to grant the Motion
5 and order as follows:

6 **ORDER TO ABATE NUISANCE**

7
8 1. IT IS THEREFORE ORDERED that the Defendants, or any person having possession or
9 control of THE PROPERTY shall abate the condition by demolishing and removing the unpermitted
10 structures (house, breezeway, garage, etc.) and removing and disposing of all rubbish and debris created
11 by the demolition of such from THE PROPERTY in strict accordance with all Riverside County
12 Ordinances, immediately prior to the rental, sale, or transfer of THE PROPERTY or portion thereof. A
13 "rental," "sale," or "transfer," includes a transfer by any means whatsoever or any change in the current
14 occupancy as of July 30, 2010 (S. Reed Nescher and/or his spouse or former spouse, Kathleen Nescher).

15
16 2. IT IS FURTHER ORDERED that the Plaintiff, County of Riverside, is now awarded its costs
17 and attorneys' fees in the amount of sixty three thousand two hundred and eighty six dollars and nineteen
18 cents (\$63,286.19) for its enforcement of the prior settlement agreements and orders in this matter.

19 3. IT IS FURTHER ORDERED that, if the abatement is performed by Defendants in accordance
20 with this Order (and not by the County of Riverside or its contractors), then the Plaintiff will not be
21 entitled to civil fines and penalties it seeks in the amount of two hundred seventy six thousand five
22 hundred dollars and zero cents (\$276,500.00). However, if Defendants fail to abate THE PROPERTY
23 according to the conditions herein, the Plaintiff will be entitled civil fines and penalties in the amount of
24 two hundred seventy six thousand five hundred dollars and zero cents (\$276,500.00).
25

26 ///

27 ///



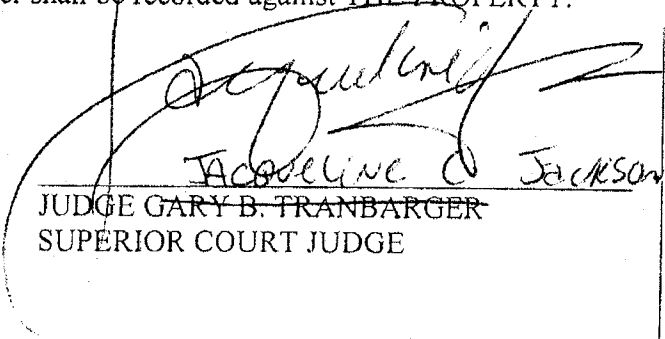
2011-0059984
02/07/2011 11:18A
4 of 8

1 4. IT IS FURTHER ORDERED that if the unpermitted structures are not removed and disposed
2 of in strict accordance with all Riverside County Ordinance and this Order, the unpermitted structures
3 may be abated by demolishing and removing the unpermitted structures by representatives of the
4 Riverside County Code Enforcement, a contractor, or the Sheriff's Department upon the issuance of a
5 seizure warrant ordered by this Court or the Riverside County Board of Supervisors.

6 5. IT IS FURTHER ORDERED that, if future abatement costs are incurred by the Riverside
7 County Code Enforcement Department or other contracting agency due to failure of Defendant to abate
8 according to this Order, such applicable costs (including attorneys' fees for enforcement of this Order)
9 may be imposed by the Board of Supervisors as a lien on THE PROPERTY, which may be collected as a
10 special assessment against the Property pursuant to Government Code section 25845 and Riverside
11 County Ordinance No. 725. Under Riverside County Ordinance No. 725, "abatement costs" means "any
12 costs or expenses reasonably related to the abatement of conditions which violate County Land Use
13 Ordinances, and shall include, but not be limited to, enforcement, investigation, collection and
14 administrative costs, attorneys fees, and the costs associated with the removal or correction of the
15 violation."
16
17

18 6. IT IS FURTHER ORDERED that this Order shall be recorded against THE PROPERTY.

19
20
21 Dated: 2/1/11


22 ADDIE O JACKSON
23 JUDGE GARY B. TRANBARGER
24 SUPERIOR COURT JUDGE



2011-0059984
02/07/2011 11:18A
5 of 8

PROOF OF SERVICE
County of Riverside v. Nescher, et al.
Superior Court Case No. RIC 369363

I, the undersigned, say that I am a citizen of the United States and am employed in the county of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is: 3960 Orange Street, Fifth Floor, Riverside, CA 92501-3611.

That on January 4, 2011, I served a copy of the following listed documents:

- 1) **[PROPOSED] ORDER TO ABATE NUISANCE (GRANTING MOTION FOR IMPOSITION OF ATTORNEYS' FEES AND COSTS; PENALTIES AND ABATEMENT OF THE PROPERTY PRIOR TO TRANSFER)** by delivering a true copy thereof in a sealed envelope(s) addressed as follows:


LAWRENCE BYNUM
LAW OFFICES OF LAWRENCE BYNUM
6700 Indiana Avenue, Suite 240
Riverside, CA 92506-4258
Tel: (951) 682-2345
Fax: (951) 682-2324
Email: LBynum@RealPropertyAttorney.net
Attorneys for Defendants Steward R. Nescher, Jr.,
Kathleen Nescher, and Breven R. Nescher

MICHAEL J. FOX
ELANA J. MOEDER
PITE DUNCAN, LLP
1920 Main Street, Suite 760
Irvine, CA 92614
Tel: (714) 285-2633
Fax: (714) 285-2668
Email: emoeder@piteduncan.com
Attorneys for Non-Party Claimant
National City Mortgage Co.

- FIRST CLASS MAIL.** I am "readily familiar" with this 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. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- FACSIMILE TRANSMISSION.** By faxing and delivering true copies thereof to the following:
- OVERNIGHT MAIL.** I am "readily familiar" with this office's practice of collection and processing correspondence for overnight mailing. Under that practice, it would be deposited in a box or facility regularly maintained by the express service carrier in an envelope or package designated by the express service carrier in the ordinary course of business.
- PERSONAL SERVICE.** I personally served the documents/envelope to the persons at the addresses listed above. Delivery was made to the attorney or at the attorney's office by leaving the documents, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of 9:00 a.m. and 5:00 p.m.
- ELECTRONIC SERVICE.** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on January 4, 2011 at Riverside, California.



PAMELA GROVE



2011-0059984
02/07/2011 11:18A
6 of 8

EXHIBIT NO. A4

1 PAMELA J. WALLS, County Counsel (SBN 123446)
2 PATRICIA MUNROE, Deputy County Counsel (SBN 197808)
3 3960 Orange Street, Suite 500
4 Riverside, CA 92501-3674
5 Telephone: (951) 955-6300
6 Facsimile: (951) 955-6363
7 Email: PamGrove@co.riverside.ca.us

8 Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
FEB 01 2011

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF RIVERSIDE

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

Case No.: RIC 369363

13
14 Plaintiff,

PROOF OF SERVICE OF ORDER TO ABATE
NUISANCE (GRANTING MOTION FOR
IMPOSITION OF ATTORNEYS' FEES AND
COSTS; PENALTIES AND ABATEMENT OF
THE PROPERTY PRIOR TO TRANSFER)

15 v.

16
17 STEWARD R. NESCHER, JR., KATHLEEN
18 NESCHER, et al.,

19 Defendants

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///



2011-0059984
02/07/2011 11:18A
7 of 8

PROOF OF SERVICE
County of Riverside v. Nescher, et al.
Superior Court Case No. RIC 369363

I, the undersigned, say that I am a citizen of the United States and am employed in the county of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is: 3960 Orange Street, Suite 500, Riverside, CA 92501-3611.

That on **February 1, 2011**, I served a copy of the following listed documents:

- 1) **ORDER TO ABATE NUISANCE (GRANTING MOTION FOR IMPOSITION OF ATTORNEYS' FEES AND COSTS; PENALTIES AND ABATEMENT OF THE PROPERTY PRIOR TO TRANSFER)** by delivering a true copy thereof in a sealed envelope(s) addressed as follows:

LAWRENCE BYNUM
LAW OFFICES OF LAWRENCE BYNUM
6700 Indiana Avenue, Suite 240
Riverside, CA 92506-4258
Tel: (951) 682-2345
Fax: (951) 682-2324
Email: LBynum@RealPropertyAttorney.net
Attorneys for Defendants Steward R. Nescher, Jr.,
Kathleen Nescher, and Breven R. Nescher

MICHAEL J. FOX
ELANA J. MOEDER
PITE DUNCAN, LLP
1920 Main Street, Suite 760
Irvine, CA 92614
Tel: (714) 285-2633
Fax: (714) 285-2668
Email: emoeder@piteduncan.com
Attorneys for Non-Party Claimant
National City Mortgage Co.

- FIRST CLASS MAIL.** I am "readily familiar" with this 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. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

Executed on **February 1, 2011** at Riverside, California.



PAMELA GROVE



2011-0859984
02/07/2011 11:18A
8 of 8

NOTICE LIST

Subject Property: 14890 Highland Home Road, Banning; Case No.: CV00-1764;
APN: 537-130-013; District Five

LAWRENCE BYNUM
LAW OFFICES OF LAWRENCE BYNUM
6700 INDIANA AVE STE 240
RIVERSIDE CA 92506-4258
TEL: 951/682-2345
FAX: 951/682-2324
EMAIL: LBynum@RealPropertyAttorney.net
ATTORNEYS FOR DEFENDANTS STEWART R NESCHER, JR.,
KATHLEEN NESCHER AND BREVEN R NESCHER

MICHAEL J FOX
ELANA J MOEDER
PITE DUNCAN LLP
1920 MAIN STREET STE 760
IRVINE CA 92614
TEL: 714/285-2633
FAX: 714/285-2668
EMAIL: emoeder@piteduncan.com
ATTORNEY FOR NON-PARTY CLAIMANT
NATIONAL CITY MORTGAGE CO

STEWART R NESCHER JR INDIVIDUAL/TRUSTEE
KATHLEEN NESCHER INDIVIDUAL/TRUSTEE
BREVEN R NESCHER INDIVIDUAL/TRUSTEE
14890 HIGHLAND HOME ROAD
BANNING CA 92220

STEWART R NESCHER INDIVIDUAL/TRUSTEE
KATHLEEN NESCHER INDIVIDUAL/TRUSTEE
BREVEN R NESCHER INDIVIDUAL/TRUSTEE
PO BOX 792
BEAUMONT CA 92223

NATIONAL CITY MORTGAGE CO
DBA ACCUBANC MORTGAGE
PO BOX 809068
DALLAS TX 75380-9068

WELLS FARGO BANK NA
101 NORTH PHILLIPS AVE
SIOUX FALLS SD 57104

EXHIBIT NO. _____

A7

NOTICE LIST

Subject Property: 14890 Highland Home Road, Banning; Case No.: CV00-1764;
APN: 537-130-013; District Five

7010 1670 0001 7232 8748

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at www.usps.com		
OFFICIAL USE		
Postage \$ <u>.78</u>	Mailed 2/28/11	
Certified Fee <u>2.80</u>	Postmark Here	
Return Receipt Fee (Endorsement Required) <u>2.30</u>		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees \$ <u>5.88</u>		
Sent To STEWARD R NESCHER INDIVIDUAL/TRUSTEE KATHLEEN NESCHER INDIVIDUAL/TRUSTEE BREVEN R NESCHER INDIVIDUAL/TRUSTEE PO BOX 792 BEAUMONT CA 92223		
PS Form 3800, August 2006 See Reverse for Instructions		

7010 1670 0001 7232 8731

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at www.usps.com		
OFFICIAL USE		
Postage \$ <u>.78</u>	Mailed 2/28/11	
Certified Fee <u>2.80</u>	Postmark Here	
Return Receipt Fee (Endorsement Required) <u>2.30</u>		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees \$ <u>5.88</u>		
Sent To STEWARD R NESCHER JR INDIVIDUAL/TRUSTEE KATHLEEN NESCHER INDIVIDUAL/TRUSTEE BREVEN R NESCHER INDIVIDUAL/TRUSTEE 14890 HIGHLAND HOME ROAD BANNING CA 92220		
PS Form 3800, August 2006 See Reverse for Instructions		

7010 1670 0001 7232 8724

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at www.usps.com		
OFFICIAL USE		
Postage \$ <u>.78</u>	Mailed 2/28/11	
Certified Fee <u>2.80</u>	Postmark Here	
Return Receipt Fee (Endorsement Required) <u>2.30</u>		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees \$ <u>5.88</u>		
Sent To MICHAEL J FOX ELANA J MOEDER PITE DUNCAN LLP 1920 MAIN STREET STE 760 IRVINE CA 92614		
PS Form 3800, August 2006 See Reverse for Instructions		

7010 1670 0001 7232 8366

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at www.usps.com		
OFFICIAL USE		
Postage \$ <u>.78</u>	Mailed 2/28/11	
Certified Fee <u>2.80</u>	Postmark Here	
Return Receipt Fee (Endorsement Required) <u>2.30</u>		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees \$ <u>5.88</u>		
Sent To LAWRENCE BYNUM LAW OFFICES OF LAWRENCE BYNUM 6700 INDIANA AVE STE 240 RIVERSIDE CA 92506-4258		
PS Form 3800, August 2006 See Reverse for Instructions		

7010 1670 0001 7232 8762

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at www.usps.com		
OFFICIAL USE		
Postage \$ <u>.78</u>	Mailed 2/28/11	
Certified Fee <u>2.80</u>	Postmark Here	
Return Receipt Fee (Endorsement Required) <u>2.30</u>		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees \$ <u>5.88</u>		
Sent To WELLS FARGO BANK NA 101 NORTH PHILLIPS AVE SIOUX FALLS SD 57104		
PS Form 3800, August 2006 See Reverse for Instructions		

7010 1670 0001 7232 8755

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at www.usps.com		
OFFICIAL USE		
Postage \$ <u>.78</u>	Mailed 2/28/11	
Certified Fee <u>2.80</u>	Postmark Here	
Return Receipt Fee (Endorsement Required) <u>2.30</u>		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees \$ <u>5.88</u>		
Sent To NATIONAL CITY MORTGAGE CO DBA ACCUBANC MORTGAGE PO BOX 809068 DALLAS TX 75380-9068		
PS Form 3800, August 2006 See Reverse for Instructions		

EXHIBIT NO. As

1 **PROOF OF SERVICE**

2 Case No. CV00-1764

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

4 I, Brenda G. Peeler, declare that I am a citizen of the United States and am employed in the County
5 of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my
6 business address is 3960 Orange Street, Suite 500, Riverside, California 92501.

7 That on February 28, 2011, I served the following document(s):

- 8 - **NOTICE OF HEARING RE: STATEMENT OF EXPENSE**
- 9 - **ORDER TO ABATE NUISANCE GRANTING MOTION FOR
IMPOSITION OF ATTORNEYS' FEES AND COSTS; PENALTIES
AND ABATEMENT OF THE PROPERTY PRIOR TO TRANSFER**

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

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

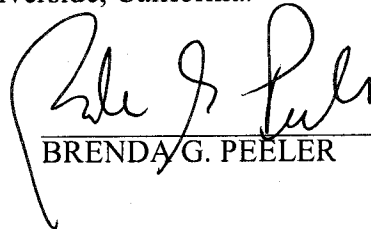
13 XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar"
14 with the office's practice of collection and processing correspondence for mailing. Under
15 that practice it would be deposited with the U.S. Postal Service on that same day with
16 postage thereon fully prepaid at Riverside,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

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

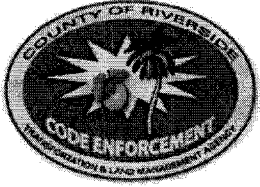
19 XX **STATE - I declare under penalty of perjury under the laws of the State of California that the**
20 **above is true and correct.**

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

23 EXECUTED ON February 28, 2011, at Riverside, California.

24 
25 _____
26 BRENDA G. PEELER

27
28
EXHIBIT NO. A ⁹



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

March 1, 2011

RE CASE NO: CV001764

I, Mary Overholt, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 24318 Hemlock, Ave., Suite C-1, Moreno Valley, California 92557.

That on 03/01/2011 at 1:09 p.m., I securely and conspicuously posted a NOTICE OF HEARING RE: STATEMENT OF EXPENSE & ATTACHMENTS at the property described as:

Property Address: 14890 HIGHLAND HOME RD, BANNING

Assessor's Parcel Number: 537-130-013

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

Executed on the 1st day of March 2011 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Mary Overholt, Supervising Code Enforcement Officer

EXHIBIT NO. _____

A¹⁰



**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

PAMELA J. WALLS, COUNTY COUNSEL (SBN 123446)
PATRICIA MUNROE, DEPUTY COUNTY COUNSEL (SBN 197808)
3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501
Telephone: (951) 955-6300
Facsimile: (951) 955-6363
Attorneys for County of Riverside

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			5						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NCHG					T:	CTY	UNI	50	

SPACE AB

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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

Plaintiff,

v.

STEWARD R. NESCHER, JR., individual,
KATHLEEN NESCHER, individual,
BREVEN R. NESCHER, individual,
STEWARD R. NESCHER, Jr., trustee,
Highland Home Ranch Living Trust, dated
Nov. 1996; KATHLEEN NESCHER
trustee,
Highland Home Ranch Living Trust, dated
Nov. 1996; BREVEN R. NESCHER, trustee
Highland Home Ranch Living Trust, dated
Nov. 1996; and DOES 1 through 20,
inclusive,

Defendants.

Case No: RIC369363

**ORDER TO ABATE NUISANCE
(GRANTING MOTION FOR IMPOSITION
OF ATTORNEYS' FEES AND COSTS;
PENALTIES AND ABATEMENT OF THE
PROPERTY PRIOR TO TRANSFER)**

(APN: 537-130-013; 14890 Highland Home
Road, Banning, California)

C
508

EXHIBIT NO. B



1 The above-captioned matter came on regularly for hearing on November 5, 2010, in the Superior
2 Court of the State of California, County of Riverside, before the Honorable Gary B. Tranbarger, regarding
3 the real property described as 14890 Highland Home Road, Banning, Riverside County, and further
4 described as Assessor's Parcel Number 537-130-013 referred to hereinafter as "THE PROPERTY."

5 **BACKGROUND**

6 This matter was heard for an evidentiary hearing to determine whether engineered plans could be
7 required by the County of Riverside pursuant to the stipulated judgment and agreement between the
8 parties, signed and entered as an order by the court on February 18, 2003. The standard of proof was
9 abuse of discretion by the County (in requiring engineered plans) and the burden of persuasion was on the
10 Defendants.
11

12 The Honorable Gary B. Tranbarger presided over the evidentiary hearing. After substantial
13 testimony and arguments were presented by both parties, the court made the following findings on July
14 30, 2010:

- 15 (1) The Nescher defendants are in violation of the settlement agreement;
- 16
- 17 (2) The County's rejection of the Nescher application for a permit was reasonable.

18 Further, the Court stated that a new and different filing requesting a particular remedy may be
19 filed by the County. The Order was signed and entered on September 3, 2010.

20 As a request for remedies, on September 14, 2010 the County filed a Motion for the Imposition of
21 Attorneys' Fees and Costs; Penalties and Abatement of Property Prior to Transfer (the "Motion"). The
22 Defendants opposed the Motion. On November 5, 2010, the Honorable Gary B. Tranbarger presided over
23 the hearing regarding Motion by County of Riverside. Patricia Munroe, Deputy County Counsel for the
24 County of Riverside, appeared on behalf of the Plaintiff, County of Riverside. Lawrence R. Bynum
25 appeared on behalf of Defendants. Elana J. Moeder appeared on behalf of City Mortgage Co., an
26 interested party.
27
28

1 In lieu of ruling, the Court requested that the parties to work out an agreement of the elements
2 requested in the County's Motion. The County and Defendants were not able to reach an agreement, and
3 it is unlikely they will reach an agreement.

4 Having heard argument and being fully advised, the Court finds good cause to grant the Motion
5 and order as follows:

6 **ORDER TO ABATE NUISANCE**

7
8 1. IT IS THEREFORE ORDERED that the Defendants, or any person having possession or
9 control of THE PROPERTY shall abate the condition by demolishing and removing the unpermitted
10 structures (house, breezeway, garage, etc.) and removing and disposing of all rubbish and debris created
11 by the demolition of such from THE PROPERTY in strict accordance with all Riverside County
12 Ordinances, immediately prior to the rental, sale, or transfer of THE PROPERTY or portion thereof. A
13 "rental," "sale," or "transfer," includes a transfer by any means whatsoever or any change in the current
14 occupancy as of July 30, 2010 (S. Reed Nescher and/or his spouse or former spouse, Kathleen Nescher).
15

16 2. IT IS FURTHER ORDERED that the Plaintiff, County of Riverside, is now awarded its costs
17 and attorneys' fees in the amount of sixty three thousand two hundred and eighty six dollars and nineteen
18 cents (\$63,286.19) for its enforcement of the prior settlement agreements and orders in this matter.

19 3. IT IS FURTHER ORDERED that, if the abatement is performed by Defendants in accordance
20 with this Order (and not by the County of Riverside or its contractors), then the Plaintiff will not be
21 entitled to civil fines and penalties it seeks in the amount of two hundred seventy six thousand five
22 hundred dollars and zero cents (\$276,500.00). However, if Defendants fail to abate THE PROPERTY
23 according to the conditions herein, the Plaintiff will be entitled civil fines and penalties in the amount of
24 two hundred seventy six thousand five hundred dollars and zero cents (\$276,500.00).
25

26 ///

27 ///



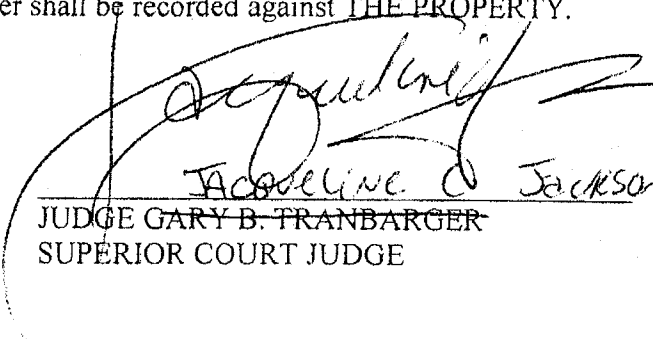
2011-0059984
02/07/2011 11:18A
4 of 8

1 4. IT IS FURTHER ORDERED that if the unpermitted structures are not removed and disposed
2 of in strict accordance with all Riverside County Ordinance and this Order, the unpermitted structures
3 may be abated by demolishing and removing the unpermitted structures by representatives of the
4 Riverside County Code Enforcement, a contractor, or the Sheriff's Department upon the issuance of a
5 seizure warrant ordered by this Court or the Riverside County Board of Supervisors.

6 5. IT IS FURTHER ORDERED that, if future abatement costs are incurred by the Riverside
7 County Code Enforcement Department or other contracting agency due to failure of Defendant to abate
8 according to this Order, such applicable costs (including attorneys' fees for enforcement of this Order)
9 may be imposed by the Board of Supervisors as a lien on THE PROPERTY, which may be collected as a
10 special assessment against the Property pursuant to Government Code section 25845 and Riverside
11 County Ordinance No. 725. Under Riverside County Ordinance No. 725, "abatement costs" means "any
12 costs or expenses reasonably related to the abatement of conditions which violate County Land Use
13 Ordinances, and shall include, but not be limited to, enforcement, investigation, collection and
14 administrative costs, attorneys fees, and the costs associated with the removal or correction of the
15 violation."
16
17

18 6. IT IS FURTHER ORDERED that this Order shall be recorded against THE PROPERTY.

19
20
21 Dated: 2/1/11


Jacqueline D Jackson
JUDGE GARY B. TRANBARGER
SUPERIOR COURT JUDGE



2011-0059984
02/07/2011 11:18A
5 of 8

PROOF OF SERVICE
County of Riverside v. Nescher, et al.
Superior Court Case No. RIC 369363

I, the undersigned, say that I am a citizen of the United States and am employed in the county of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is: 3960 Orange Street, Fifth Floor, Riverside, CA 92501-3611.

That on **January 4, 2011**, I served a copy of the following listed documents:

- 1) **[PROPOSED] ORDER TO ABATE NUISANCE (GRANTING MOTION FOR IMPOSITION OF ATTORNEYS' FEES AND COSTS; PENALTIES AND ABATEMENT OF THE PROPERTY PRIOR TO TRANSFER)** by delivering a true copy thereof in a sealed envelope(s) addressed as follows:

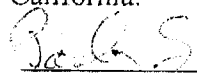
LAWRENCE BYNUM
LAW OFFICES OF LAWRENCE BYNUM
6700 Indiana Avenue, Suite 240
Riverside, CA 92506-4258
Tel: (951) 682-2345
Fax: (951) 682-2324
Email: LBynum@RealPropertyAttorney.net
Attorneys for Defendants Steward R. Nescher, Jr.,
Kathleen Nescher, and Breven R. Nescher

MICHAEL J. FOX
ELANA J. MOEDER
PITE DUNCAN, LLP
1920 Main Street, Suite 760
Irvine, CA 92614
Tel: (714) 285-2633
Fax: (714) 285-2668
Email: emoeder@piteduncan.com
Attorneys for Non-Party Claimant
National City Mortgage Co.

- FIRST CLASS MAIL.** I am "readily familiar" with this 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. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- FACSIMILE TRANSMISSION.** By faxing and delivering true copies thereof to the following:
- OVERNIGHT MAIL.** I am "readily familiar" with this office's practice of collection and processing correspondence for overnight mailing. Under that practice, it would be deposited in a box or facility regularly maintained by the express service carrier in an envelope or package designated by the express service carrier in the ordinary course of business.
- PERSONAL SERVICE.** I personally served the documents/envelope to the persons at the addresses listed above. Delivery was made to the attorney or at the attorney's office by leaving the documents, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of 9:00 a.m. and 5:00 p.m.
- ELECTRONIC SERVICE.** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on **January 4, 2011** at Riverside, California.



PAMELA GROVE



2011-0059984
02/07/2011 11:18A
6 of 8

EXHIBIT NO. B3

PROOF OF SERVICE
County of Riverside v. Nescher, et al.
Superior Court Case No. RIC 369363

I, the undersigned, say that I am a citizen of the United States and am employed in the county of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is: 3960 Orange Street, Suite 500, Riverside, CA 92501-3611.

That on **February 1, 2011**, I served a copy of the following listed documents:

- 1) **ORDER TO ABATE NUISANCE (GRANTING MOTION FOR IMPOSITION OF ATTORNEYS' FEES AND COSTS; PENALTIES AND ABATEMENT OF THE PROPERTY PRIOR TO TRANSFER)** by delivering a true copy thereof in a sealed envelope(s) addressed as follows:

LAWRENCE BYNUM
LAW OFFICES OF LAWRENCE BYNUM
6700 Indiana Avenue, Suite 240
Riverside, CA 92506-4258
Tel: (951) 682-2345
Fax: (951) 682-2324
Email: LBvnum@RealPropertyAttorney.net
Attorneys for Defendants Steward R. Nescher, Jr.,
Kathleen Nescher, and Breven R. Nescher

MICHAEL J. FOX
ELANA J. MOEDER
PITE DUNCAN, LLP
1920 Main Street, Suite 760
Irvine, CA 92614
Tel: (714) 285-2633
Fax: (714) 285-2668
Email: emoeder@piteduncan.com
Attorneys for Non-Party Claimant
National City Mortgage Co.

- FIRST CLASS MAIL.** I am "readily familiar" with this 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. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

Executed on **February 1, 2011** at Riverside, California.



PAMELA GROVE



2011-0859984
02/07/2011 11:18A
8 of 8

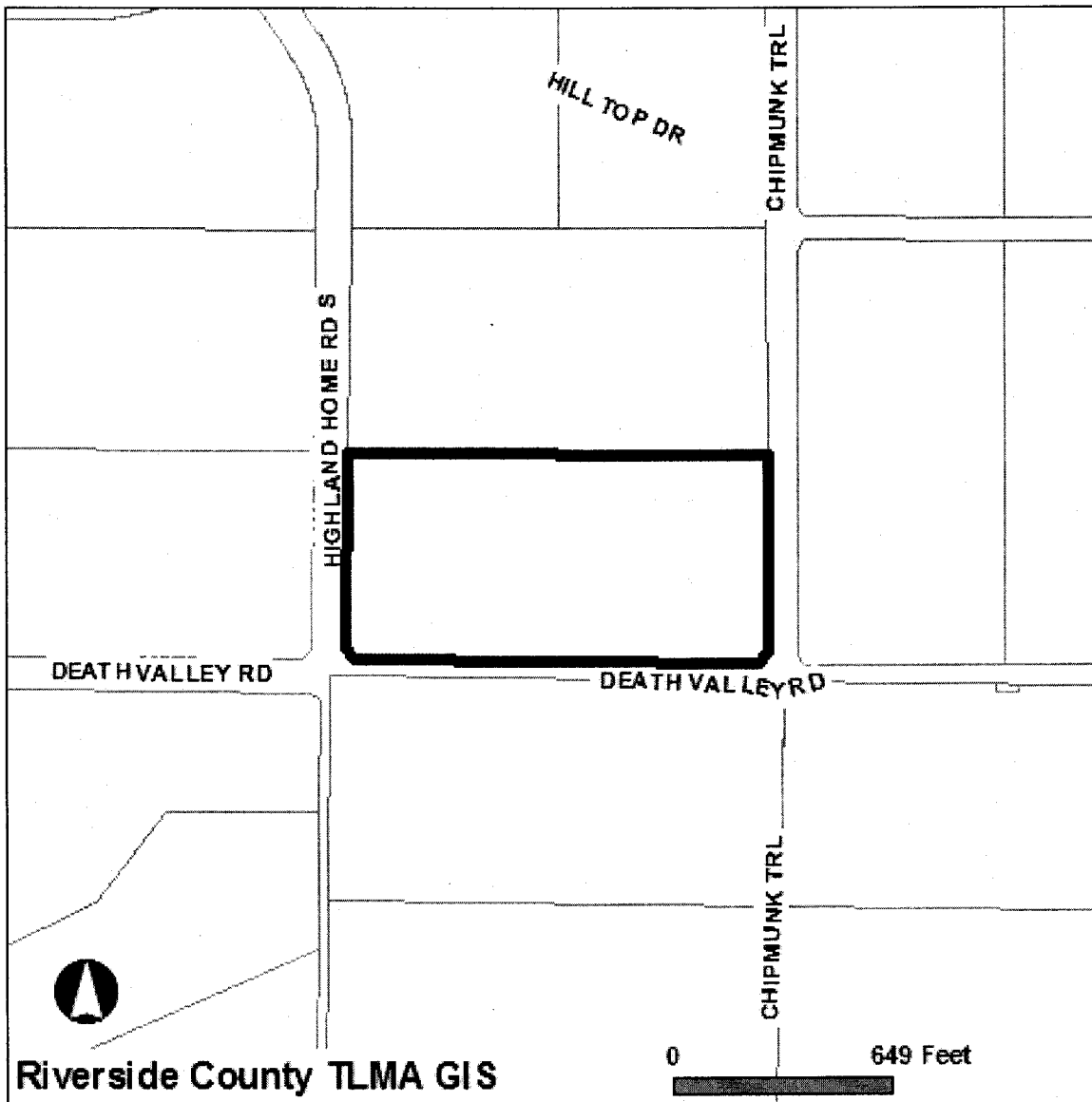
Assessment Roll For the 2010-2011 Tax Year as of January 1,2010

Assessment #537130013-7		Parcel # 537130013-7	
Assessee:	NESCHER STEWARD R	Land	68,169
Assessee:	NESCHER KATHLEEN	Structure	123,310
Mail Address:	P O BOX 792	Full Value	191,479
City, State Zip:	BEAUMONT CA 92223	Homeowners' Exemption	7,000
Real Property Use Code:	PR	Total Net	184,479
Base Year	1984		
Conveyance Number:	0707393		
Conveyance (mm/yy):	7/2003		
PUI:	P200010		
TRA:	55-008		
Taxability Code:	0-00		
ID Data:	Lot 11 PM 083/013 PM 13521		
Situs Address:	14890 HIGHLAND HOME RD BANNING CA 92220		

View Parcel Map

EXHIBIT NO. C

RIVERSIDE COUNTY GIS



Selected parcel(s):
537-130-013

IMPORTANT

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

STANDARD REPORT

APNs

537-130-013-7

OWNER NAME / ADDRESS

STEWARD R NESCHER
KATHLEEN NESCHER
14890 HIGHLAND HOME RD
BANNING, CA. 92220

MAILING ADDRESS

(SEE OWNER)
P O BOX 792
BEAUMONT CA. 92223

EXHIBIT NO. C²

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: PM 83/13
SUBDIVISION NAME: PM 13521
LOT/PARCEL: 11, BLOCK: NOT AVAILABLE
TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 17.18 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 844 SQFT., 2 BDRM/ 2 BATH, 1 STORY, DETACHED GARAGE(560 SQ. FT), CONST'D 1982 COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID

PAGE: 721 GRID: F6

CITY BOUNDARY/SPHERE

NOT WITHIN A CITY
CITY SPHERE: BANNING
NO ANNEXATION DATE AVAILABLE
LAFCO CASE #: 2006-18-5
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 (ORD. 813)

MARION ASHLEY, DISTRICT 5

TOWNSHIP/RANGE

T3SR1E SEC 18

ELEVATION RANGE

2412/2472 FEET

PREVIOUS APN

NO DATA AVAILABLE

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
AG

AREA PLAN (RCIP)

THE PASS

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

A-1-10

ZONING DISTRICTS AND ZONING AREAS

BEAUMONT-BANNING DISTRICT

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE

SAN GORGONIO PASS #1

REDEVELOPMENT AREAS

NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS

NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES
NOT IN AN AIRPORT COMPATIBILITY ZONE

ENVIRONMENTAL

CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA
NOT IN A CONSERVATION AREA

CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS
NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP
NOT IN A CELL GROUP

WRMSHCP CELL NUMBER
NOT IN A CELL

HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)
NONE

VEGETATION (2005)
Developed/Disturbed Land
Grassland

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
NOT IN A FIRE 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.PASS

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)
THE PASS

SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)
NOT WITHIN AN SKR FEE AREA.

DEVELOPMENT AGREEMENTS
NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY
NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

ROAD BOOK PAGE
93

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

SGPWA

FLOOD CONTROL DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED

WHITEWATER

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 A).

BASED ON GEOLOGIC FORMATIONS OR MAPPABLE ROCK UNITS THAT ARE ROCKS THAT CONTAIN FOSSILIZED BODY ELEMENTS, AND TRACE FOSSILS SUCH AS TRACKS, NESTS AND EGGS. THESE FOSSILS OCCUR ON OR BELOW THE SURFACE.

UNDETERMINED POTENTIAL.

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

MISCELLANEOUS

SCHOOL DISTRICT

BANNING UNIFIED

COMMUNITIES

SOUTH SUNSET

COUNTY SERVICE AREA

NOT IN A COUNTY SERVICE AREA.

LIGHTING (ORD. 655)

ZONE B, 37.86 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

043806

FARMLAND

GRAZING LAND

LOCAL IMPORTANCE

OTHER LANDS

TAX RATE AREAS

055-008

- BANNING UNIF SCH DIST LIB
- BANNING UNIFIED SCHOOL
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152

- EAST VALLEY RESOURCE CONS
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 5
- GENERAL
- GENERAL PURPOSE
- MT SAN JACINTO JUNIOR COLLEGE
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SAN GORGONIO PASS MEM HOSPITAL
- SAN GORGONIO PASS WTR AG DEBT SV
- SUMMIT CEMETERY DISTRICT

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

NO CODE COMPLAINTS

REPORT PRINTED ON...Thu Feb 24 12:24:15 2011
Version 101221



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

Lot Book Report

Order Number: **23166**

Customer:

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

Order Date: 2/24/2011
 Dated as of: 2/16/2011
 County Name: Riverside

Attn: Brent Steele
 Reference: CV00-1764 / Brenda Peeler
 IN RE: NESCHER, STEWARD R.

FEE(s):
 Report: \$120.00

Property Address: 14890 Highland Home Road
 Banning CA 92220

Assessor's Parcel No. : 537-130-013-7

Assessments:

Land Value:	\$68,169.00
Improvement Value:	\$123,310.00
Exemption Value:	\$7,000.00
Total Value:	\$184,479.00

Tax Information

Property Taxes for the Fiscal Year	2010-2011
First Installment	\$1,278.65
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2011)
Second Installment	\$1,278.65
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2011)

EXHIBIT NO. D



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

Order Number: 23166
Reference: CV00-1764 / Bren

Property Vesting

The last recorded document transferring title of said property

Dated	11/20/2002
Recorded	11/27/2002
Document No.	2002-707393
D.T.T.	\$0.00
Grantor	Steward Reed Nescher, Jr., Kathleen Nescher and Breven Reed Nescher, as Trustee, as Trustees of the Highland Home Ranch Living Trust, Created on November 20, 1996
Grantee	Steward R. Nescher Jr. and Kathleen Nescher, husband and wife as joint tenants

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	08/17/2004
Recorded	08/25/2004
Document No.	2004-0671694
Amount	\$450,000.00
Trustor	Steward R. Nescher Jr. and Kathleen Nescher, husband and wife
Trustee	National City Mortgage Co.
Beneficiary	National City Mortgage Co. dba Accubanc Mortgage

Position No.	2nd
A Line of Credit Deed of Trust Dated	10/24/2007
Recorded	11/14/2007
Document No.	2007-0691328
Amount	\$200,000.00
Trustor	Steward R. Nescher Jr, who acquired title as , Steward R. Nescher and Kathleen Nescher, husband and wife as joint tenants



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

Order Number: 23166
Reference: CV00-1764 / Bren

Trustee	American Securities Company
Beneficiary	Wells Fargo Bank, N.A.

Additional Information

A Declaration of Homestead executed by	Steward Reed Nescher and Kathleen Nescher
Recorded	10/27/1994
Document No	412377
Notice of Non-Compliance filed by	County of Riverside Department of Building and Safety
In the matter of the property of	2001-316897
Case No.	CV00-1764
Recorded	07/11/2001
Document No.	2001-316897
Document Type	Order to Abate Nuisance
Document No.	2011-0059984
Recorded	02/07/2011

Legal Description

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

PARCEL 11 OF PARCEL MAP 13521, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 83, PAGES 13 THROUGH 15 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

1 Law Offices Of Lawrence R. Bynum,
2 A Professional Corporation
3 Lawrence R. Bynum, Bar No. 176588
4 6700 Indiana Ave., Suite 240
5 Riverside, California 92506
6 Telephone: (951) 682-2345
7 Fax: (951) 682-2324

8 Attorney for the Nescher family

9 **CODE ENFORCEMENT DEPARTMENT**
10 **COUNTY OF RIVERSIDE**
11 **BOARD OF SUPERVISORS HEARING**

12
13 COUNTY OF RIVERSIDE, a political
14 subdivision of the State of California,

15 plaintiff,

16 vs.

17 STEWARD R. NESCHER, JR.,
18 KATHLEEN NESCHER, BREVEN R.
19 NESCHER, et al.,

20 defendants.

Code Enforcement case # CV00-1764

Subject property: 14890 Highland
Home Road, Banning, CA
APN#537-130-013
Case number: RIC 369363

**THE NESCHER FAMILY'S
OBJECTIONS TO HEARING
REGARDING STATEMENT OF
EXPENSE; MEMORANDUM OF
POINTS AND AUTHORITIES;
REQUEST FOR SITE
INSPECTION**

Riverside Co. Board of Supervisors
Hrg date: March 15, 2011
9:30 am

Submitted by Lawrence Bynum

3/15/11 Item 9.3
(date)

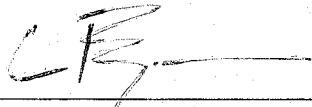
27 ///

1 TO THE HONORABLE BOARD OF SUPERVISORS:

2 PLEASE TAKE NOTICE that the Nescher family hereby submits "THE NESCHER
3 FAMILY'S OBJECTIONS TO HEARING REGARDING STATEMENT OF EXPENSE;
4 MEMORANDUM OF POINTS AND AUTHORITIES; REQUEST FOR SITE
5 INSPECTION"

6
7
8 Law Offices of Lawrence R. Bynum,
9 A Prof. Corp.
10 Attorneys for the Nescher family defendants

11 Dated: March 14, 2011

12 By 
13 _____
14 Lawrence R. Bynum, Esq.

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 The County initiated this incredibly lengthy and hostile proceeding on grounds
4 *completely unrelated* to the construction claim upon which the lien request is made. The
5 Nescher family enlarged their home with construction essentially in accordance with industry
6 standards in effect at the time. Since 2000, the Neschers have numerous times submitted plans
7 in an effort to obtain permits, but each time, the County erected hurdles to the submission. The
8 Neschers sued the County and Brian Black in Federal court for civil rights violations. That case
9 was settled in 2004, as evidenced by exhibit 1, the settlement agreement. In that agreement, the
10 County agreed to waive all rights to fees and costs in the state court action. Despite this waiver,
11 the County is attempting to collect fees and costs.

12 Secondly, the order for fees does not allow the imposition of a lien. In section 5, future
13 abatement costs maybe imposed as a lien. However, the order is silent as to whether pre
14 litigation abatement costs may be a lien. The omission of lien rights precludes their imposition.

15 Finally, a lien for abatement is unfair. The County sought over A QUARTER OF A
16 MILLION DOLLARS in costs against the Neschers. The court declined to award that amount.
17 In fact, the court order allows the unpermitted construction to exist, until it is transferred.
18 Primarily because at the evidentiary hearing in July of 2010, a Professional Engineer testified
19 that the Nescher family's home is well built and has withstood the test of time. (See exhibit 2.)

20 The Neschers acknowledge that they stipulated to obtain permits. The Neschers have
21 gone to great lengths to obtain the permits. However, the County held the Neschers to
22 unusually strict requirements. When the parties stipulated for entry of judgment originally on
23 Oct. 15, 2002, the County granted a grading permit (the original basis for the County's
24 complaint) without requiring engineered plans as is expressly required by the operative code
25 (exhibit 2) and waived the fees. The County cooperated and the issue was resolved
26 immediately. The Neschers anticipated the same degree of cooperation for the remaining
27 permit applications. Now, however, obtaining permits for the Neschers' home is being unduly
28 complicated. For example, The County has acknowledged that there is no way to apply for and
obtain permits for the electrical circuits. The County's employee, Mike Lara, who heads the

1 permit department, admitted that there is no way for the Neschers to apply for a permit for an
2 electrical spa, patio cover or storage barn (items (h), (g) and (f), respectively.) Nevertheless,
3 The County insists that Neschers get a permit for the impossible. As far as item (e) is
4 concerned, the Neschers submitted an engineer's letter meeting those requirements (exhibit 3),
5 but the County rejected (exhibit 3, 2nd page) an engineer's letter regarding the so-called three-
6 sided barn despite the facts that the engineer's letter expressly met the County's requirements.
7 It must be noted that Mike Lara, the Director rejected the letter and thus exercised bad faith in
8 refusing to accept the engineer's letter. Finally, the Neschers made numerous submissions and
9 re-submissions relating to the patios (items (c) and (d)); (exhibit 4.) Once all items had been
10 corrected, at least as far as The County's prior demands went, the County then stated *for the*
11 *first time*, that the entire house must be first permitted (exhibit 5.) The Neschers wonder why
12 that simple fact was not disclosed initially.

13 Finally, as far as the home and the breezeway is concerned (items (a) and (b)), the
14 County erected numerous hurdles. A preliminary issue is the size of the original structure. In
15 exhibit 6, the County denied the plans submitted by the Nescher because the "original size" of
16 the dwelling on the plans did not comport with the County's records. However, the County's
17 records are wrong. As evidenced by exhibit 7, the County stipulated that the original structure
18 is 1,688 square feet.

19 The County continues to thwart the Neschers effort to satisfy the judgment. The
20 Neschers' expert, a professional engineer, has submitted his opinion that the Nescher home
21 was constructed essentially in accordance with industry standards and the building code
22 enacted when the property was built (exhibit 2.) Despite this blanket statement of the
23 satisfactory condition of the structure and its construction, the County will not issue permits. In
24 short, the County's slavish insistence on engineered plans for the entire structure (and even
25 part of the original structure) is factually impossible. Moreover, The County's position is not
26 consistent with its approach to the grading issue and is arbitrary and unreasonable.
27
28

1 The County is doing everything in its power to harm the Neschers, including seeking a
2 lien against their home and beginning foreclosure on the tax lien. The process did not need to
3 be as complicated and expensive as the County insisted.

4 "Vendetta" is defined as "any prolonged and bitter feud, rivalry, contention, or the like"
5 (Webster's unabridged dictionary 1989). A year after investigating the Neschers' property for
6 the alleged operation of a motorcycle track, one of County's employees, Brian Black,
7 determined that the Neschers' home was enlarged without a permit. The construction was so
8 well integrated that only after numerous visits to the property, did Black glom on to the fact
9 that construction may have been made without a permit. Rather than cooperate to allow the
10 Neschers to keep their home, which they have lived in for decades, the County wants to
11 foreclose upon the Neschers. Despite the County's continuous bleating about the lack of
12 construction permits, the County does not and cannot show any evidence of a potentially
13 harmful condition. The County can and has waived strict written requirements in this case. The
14 County can do so again to end this dispute.

15 II. FACTUAL AND PROCEDURAL BACKGROUND

16 The County's persecution of the Neschers has been as lengthy as it has been intense and
17 hostile. The County conduct is rightfully characterized as a vendetta. A brief history is
18 warranted to illustrate the County's hostility. The Neschers contend that the prior persecution
19 is relevant to the strict standards being imposed against them now as the County is continuing
20 its vendetta.

21 1. The Property, its use, and history

22 The Neschers first acquired their home (hereafter "Property") in 1983. When the
23 Neschers first obtained the Property, their home was approximately 1,600 square feet¹. The
24 Property consists of approximately 18 acres and is located in a rural area outside of Banning
25 with rural standards and customs. The road bordering the Property on the West and South side

26 ¹ When the County initially rejected the plans (February 13, 2003, exhibit 6) the County claimed that
27 its records show the home was only 844 square feet, however, it was nearly twice as large. (See exhibit
28 7.) Rather than inspect to determine if the County's records are incomplete or inaccurate, the County
simply insists that the Neschers draw plans for everything over 844 feet.

1 is a private road. Until the Neschers and other homeowners personally paid to pave the road
2 near their homes, the only road allowing ingress and egress was a dirt road. The Neschers and
3 other homeowners along the road attempted to have the County accept dedication of the road,
4 but the County refused.

5 The Property to the Northwest contains a large collection of automobiles and other
6 vehicles. The property to the Northeast is a proposed motorcycle track. The land Northeast is a
7 kennel. The owner of a parcel to the Southeast has the nickname "Junkyard John" because he
8 stores so much debris on his property, while another property is being used to ride
9 motorcycles.

10 2. The County's threats and first inspection

11 Beginning on or about May 24, 2000, and continuing until the present, Brian Black
12 (hereafter "Black"), then a newly hired Riverside County Code Enforcement officer, interfered
13 with the Neschers' use and enjoyment of the Property. After being terminated by the Riverside
14 County Sheriff's office, Black became a code enforcement officer for only a few months when
15 he became embroiled in this investigation. Soon after being hired, Black, improperly, and
16 without a warrant or permission, trespassed on the Property to inspect for alleged grading
17 violations. A portion of the eastern portion of the Property had been made into a road that the
18 Neschers rode horses and motorcycles upon. Citizen Kathleen Nescher intercepted Black and
19 asked him to leave the property. Black, who was angry at having his authority challenged,
20 placed his hand on his belt on what appeared to be a weapon and menacingly told Kathleen
21 Nescher that he had the right to be on the Property and do whatever he wanted. Undaunted,
22 Kathleen Nescher insisted that Black leave the Property. Black soon left, but he threatened
23 further action and stated that the Neschers would be sorry for this, and that he would "show
24 them" by misusing his position as a code enforcement officer to harass and harm them.

25 3. The second inspection

26 Black soon carried out his threat. The next day he spied on the Neschers to see if he
27 could manufacture an impermissible use of the Property by the Neschers. Without any
28 corroborating facts, he assumed the Neschers were running a commercial operation on their

1 Property. That day he observed four people on motorcycles riding on the Property and about 20
2 other people watching the riders. This activity is consistent with a Memorial Day barbeque that
3 was occurring. Black did note that he "did not see anything commercial" about the gathering.

4 4. The first notice of violation-third and fourth inspections-first notice of noncompliance

5 On June 19, 2000, Black prepared a notice of violation for grading without a permit. On
6 June 30, 2000, a notice of noncompliance was recorded in the Riverside County Recorder's
7 office relating to the alleged grading without a permit. That notice created an encumbrance on
8 the Property.

9 On or about September 1, 2000, Black called Reed Nescher at home and threatened him
10 with further action. Mr. Nescher became agitated. Though Black claimed he was not upset
11 about the phone call, he did specifically write in his report that Nescher called him a "mother-
12 fucker." Black claims he was not upset or offended by the insult, yet immediately after the
13 phone call, he requested information regarding the Neschers from the DMV database. Black
14 inspected the Property on September 6, and again on September 20, 2000.

15 5. The first notice of intent to inspect and case closure

16 On September 19, 2000, a notice of intent to inspect the Property for alleged violation
17 of Riverside County Ordinance (hereafter "RCO") 457 relating to grading without the required
18 permits was prepared. On or about September 21, 2000, Reed Nescher contacted Black's
19 supervisor, Joseph Tronti. During that discussion, Tronti acknowledged familiarity with the
20 Property and stated his belief that riding motorcycles on the Property is allowed, as long as it
21 was not a commercial operation. Thereafter, utterly no work or investigation was conducted
22 regarding the Property. The Neschers did not hear anything from the County for over one-half
23 of a year. However, as soon as Tronti was transferred out of the code enforcement department,
24 and Black was made a supervisor, Black renewed his vendetta.

25 6. The second notice of intent to inspect-fifth and sixth inspections

26 On April 10, 2001, nearly seven months after Mr. Nescher spoke with Tronti, Black's
27 renewed assault on the Neschers commenced. Rather than discuss the matter with the
28 Neschers, a notice to inspect for alleged violation of RCO 457 involving grading issues was

1 prepared. That notice was based upon a claim that grading without a permit had been
2 conducted on the Property and added a new charge - that a substandard mobilehome and/or a
3 recreational vehicle was on the Property. Curiously, the investigative report did not reflect that
4 another inspection occurred and did not reference any facts relating to the substandard vehicle
5 claims, which had not been previously addressed with the Neschers. On April 19, 2001, the
6 Property was inspected (for at least the sixth time) and photographed.

7 On May 17, 2001, Black expanded, yet again, the purported violations on the Property.
8 He now claimed that there were four violations:

- 9 1. Grading without a permit (RCO 457, (4));
- 10 2. Substandard mobilehome (RCO 457, (12));
- 11 3. Substandard RV (RCO 457, (12)); and
- 12 4. Construction of his home without permits (RCO 457, (2))

13 The fourth alleged violation had never been addressed and was not contained within any
14 prior notice of intent to inspect. It was the only target, in a series of moving targets that The
15 County has hit. Nevertheless, it was the only issue remaining between the parties. Rather than
16 assist the Neschers to comply, the County has erected stringent hurdles to the process and is
17 uncooperative, at best.

18 7. The Parties' Settlement Agreements

19 After The County failed to obtain a preliminary injunction, the case was set for trial on
20 October 15, 2002. At that time, the County dismissed most of its causes of action against the
21 Neschers and a settlement agreement was entered into regarding the construction of the
22 Property (exhibit 9.) On March 17, 2004, the Federal Court lawsuit settlement regarding this
23 matter was entered (exhibit 1.) In that settlement agreement, the County waives its rights for
24 fees and costs, yet in this hearing, the County is seeking a lien for fees in violation of this
25 order.

26 The settlement agreement and judgment require the Neschers to apply for and obtain
27 permits for the grading to the property (paragraph 2) and also requires a permit for the
28 following items:

- (a) the dwelling unit [HOME] on the property;

- 1 (b) the stucco breezeway;
- 2 (c) the unattached patio cover;
- 3 (d) the additional patio cover;
- 4 (e) the three-sided metal storage barn;
- 5 (f) the electrical circuit to the storage barn;
- 6 (g) the electrical circuit to the patio cover; and
- 7 (h) the permanent electrical circuit to the spa.

8 The Neschers have attempted to meet their requirements, but have been thwarted by The
9 County. Each item is discussed in descending order.

10 Items (f), (g) and (h)--The Electrical Circuits

11 The County insists that a separate application be completed relating to every item.
12 During the February 7, 2006, meeting, Mike Lara, the regional office manager for the
13 Transportation and Land Management Agency (head of the department issuing permits)
14 admitted that a citizen could not apply for an "electrical circuit to the spa." He suggested that
15 photographs of the spa pump and literature from the manufacturer be submitted. When asked
16 what criteria could be used to satisfy this request, the County could not identify any written
17 criteria for that requirement. In other words, the Neschers had to guess what the County may
18 want and then cross their fingers and hope that the previously uncooperative the County would
19 accept an application for something with no objective guidelines. When the County realized
20 that it executed an ambiguous agreement, the County suddenly demanded that the circuit be for
21 a designated purpose. The County demanded items not required in the original agreement. Not
22 surprisingly, that application has not been submitted.

23 Item (e) – Three-Sided Metal Barn

24 This item, too, sadly reflects the County's refusal to be reasonable. The Federal Court
25 settlement agreement, ¶2 states:

26 As for the three-sided metal barn, in lieu of engineered plans for that
27 structure, the County agrees to accept a letter from a California-licensed
28 engineer, to the extent that said letter confirms and verifies that the structure is
property and safely constructed and used only for agricultural purposes and not
for human occupant.

1
2 In response, the Neschers submitted the attached exhibit 3, page 1. However, that was
3 rejected and Mike Lara wrote on the letter "requires plans." (Exhibit 3, page 2.) The plain
4 terms of the settlement agreement expressly does NOT require plans, yet when a letter is
5 submitted satisfying the terms of the parties' settlement, it is rejected. The County rejected the
6 letter by stating "requires plans for detached garage", despite the fact that the letter meets the
7 requirements of the settlement agreement.

8 Items (b), (c) and (d) – The Patio Covers and Breezeway

9 The Neschers have submitted plans for the attached patio cover, unattached patio cover,
10 and breezeway. The plans were rejected and were re-submitted on April 5, 2006. However, on
11 June 16, 2006, The County, *for the first time*, deigned to notify the Nescher family that no
12 permits would be issued for any item until the entire home was permitted. (Exhibit 5, first
13 paragraph.)

14 Item (a) The Nescher Home

15 The real issue here is whether the County should be able to tear down the Neschers'
16 home or force them to vacate their family home instead of cooperating to preserve it. The lien
17 the County is seeking is just another way to destroy the Neschers home. The Neschers' expert,
18 Robin Shepherd, P.E., testified that it is not economically practical to comply with that
19 demand. The cost to conduct extensive and damaging destructive testing to engineer the entire
20 structure, coupled with the costs of engineering and re-construction would exceed the cost to
21 simply tear everything down and start from scratch. As an alternative, Shepherd presented his
22 professional opinion (exhibit 2) that the home was built in substantial compliance with the
23 building codes as they existed, according to an extensive photographic record of the
24 construction.

25 Another impediment to submitting complete, as-built, plans, was the County's refusal to
26 acknowledge that their records were wrong. The Neschers did submit plans relating to the
27 current construction. The plans were rejected because the size of the original dwelling was not
28 844 square feet, as the County's records indicate. The problem is, however, that the original
home was NOT 844 square feet; it was twice as large. Because the County would not accept

1 the plans until that issue is resolved, the County should come inspect the house so it can
2 conclude that the plans submitted by the Neschers are based on the actual square footage of the
3 house.

4 **III THE COUNTY SHOULD COOPERATE TO RESOLVE THIS MATTER**

5 The County's web site relating to building and safety issues claims that the County is
6 dedicated to providing citizens with "courteous, efficient and cost effective services...(exhibit
7 8.)" When rendering the "services" at issue here (issuance of a permit), the County is being
8 overly demanding. The County insists on complete, as-built engineered plans, yet the
9 governing regulations do not require those. Moreover, when the settlement was reached, the
10 County waived express requirements normally required, yet it will not do so again. Finally,
11 there are no criteria to obtain a permit for some of the items in the judgment. The County's
12 power to regulate the Neschers' home is not unlimited. Over a century ago, the United States
Supreme Court stated:

13 ...it is now thoroughly well settled by decisions of this court that municipal by-
14 laws and ordinances, and even legislative enactments undertaking to regulate
15 useful business enterprises, are subject to investigation in the courts with a view
16 to determining whether the law or ordinance is a lawful exercise of the police
17 power, or whether, under the guise of enforcing police regulations, there has
18 been unwarranted and arbitrary interference with the constitutional rights to carry
19 on a lawful business, to make contracts, or to use and enjoy property. In *Lawton*
v. Steele, 152 U. S. 133-137, 38 L. ed. 385-388, 14 Sup. Ct. Rep. 499-501, Mr.
Justice Brown, speaking for the court, said upon this subject:

20 'To justify the state in thus interposing its authority in behalf of the public it
21 must appear, first, that the interests of the public generally, as distinguished
22 from those of a particular class, require such interference; and, second, that
23 the means are reasonably necessary for the accomplishment of the purpose,
24 and not unduly oppressive upon individuals. The legislature may not, under
25 the guise of protecting the public interests, arbitrarily interfere with private
business or impose unusual and unnecessary restrictions upon lawful
occupations. In other words, its determination as to what is a proper
exercise of its police powers is not final or conclusive, but is subject to the
supervision of the courts.'

26 *Dobbins v. City of Los Angeles* (1904) 195 US 223 at 236, 25 S.Ct. 18; *State of Washington v.*
27 *Roberge* (1928) 278 US 116 at 121, 49 S.Ct. 50.

1 Grading expressly requires engineered plans and a fee, but the County waived that
2 requirement. When the parties entered into the stipulation reduced to a judgment, The County
3 waived an express requirement for engineered plans, yet demands engineered plans when they
4 are not expressly required. This position is inconsistent with the parties' intent and the actual
5 procedure which was used to grant some of the permits at issue in this case.

6 Another example of the County's inconsistent demands is found in the Federal Court
7 settlement. In that case, a simple letter from an engineer is all that was required for the three-
8 sided metal barn. When a letter meeting that requirement was forwarded to the County, it was
9 rejected by Mike Lara, the supervisor of the permit department, as insufficient. Similarly, the
10 County sought fees for enforcing the judgment when the fees were expressly waived in the
11 Federal Court settlement. The County is demanding more than required and acting arbitrarily
12 toward the Neschers.

13 The County's persecution and uncooperativeness is evidenced by the resolution of its
14 original complaint that the Neschers remove the large mound of dirt from their property. The
15 County agreed that the Neschers could obtain a fee-exempt permit with hand drawings to
16 remove the mounds of dirt, though The County's normal procedures requires far more. Rather
17 than spend the time to allow the construction to stand, the County wants to bulldoze the home.
18 The Neschers suggest that the County expend its resources on resolving this dispute, not on
19 tearing down the home.

20 **IV. A SPECIAL INSPECTION IS WARRANTED**

21 Before condemning the Neschers to foreclosure by the taxing agency, the Board of
22 Supervisors should inspect the property. The Neschers happily invite the Board to the Property
23 to view it with an eye toward resolving the lien issue.

24 After inspecting the Property, the County's claims are revealed as petty, baseless, and
25 unnecessary. A quick tour of the home would disclose that it does not need to be torn down.
26 An inspection would answer questions regarding the core issues in the matter. The Neschers
27 are confident that an inspection would end all of the claims.
28


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

V. CONCLUSION

A lien on the property for costs the County waived should not be imposed. The Federal court action was settled and the County agreed to waive all fees. Nevertheless, now the County is seeking to impose a lien on the Property so presumably it can foreclose and destroy the Neschers' home. The home is well built. The Draconian "remedy" of destroying the home is arbitrary and unconstitutional. The County is invited to inspect the Property with an eye toward preserving the home, not tearing it down. The reality is that the Nescher home is the nicest around and should not be subject to the continuing persecution. A quick, in-person inspection should resolve any doubts.

Law Offices of Lawrence R. Bynum,
A Prof. Corp.
Attorneys for the Nescher family Defendants

Dated: March 14, 2011

By 

Lawrence R. Bynum, Esq.

PROOF OF SERVICE

(Pursuant to California Code of Civ. Pro., §§1013, 1013a)
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I am employed in the County of Riverside, State of California. I am over the age of eighteen (18) years and not a party to the within entitled action. My business address is 6700 Indiana Ave., Ste. 240, Riverside, California 92506.


On March 15, 2011, I served the following documents **THE NESCHER FAMILY'S OBJECTIONS TO HEARING REGARDING STATEMENT OF EXPENSE; MEMORANDUM OF POINTS AND AUTHORITIES; REQUEST FOR SITE INSPECTION** by delivery to:

 (Via Mail) I declare that I am "readily familiar" with the firm'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 Facsimile) I served the above-described document on the interested parties in this action by sending a true copy thereof by facsimile transmission pursuant to California Rules of Court, rule 2008, from facsimile machine number (951) 682.2324. The facsimile machine I used complied with California Rules of Court, rule 2008, and no error was reported by the machine. Pursuant to Rule 2008(e)(3), I caused the machine to print a transmission record of the transmission.

 x (By Personal Service) I caused such envelope to be hand delivered to the offices(s) of the addressee(s).

 X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Lawrence Bynum

EXHIBIT 1

ORIGINAL

1 BYNUM & WILLIAMS, LLP
2 Lawrence R. Bynum, Esq. (#176588)
3 3960 11th Street
4 Riverside, CA 92501
5 909.682.2345
6 Fax: 909.682.2324

Priority _____
Send _____
Enter _____
Closed _____
JS-5/JS-6 _____
JS-2/JS-3 _____
Scan Only _____

FILED
CLERK, U.S. DISTRICT COURT
MAR 15 2004
CENTRAL DISTRICT OF CALIFORNIA
BY _____ DEPUTY

Attorneys for plaintiffs

LOGGED
CLERK, U.S. DISTRICT COURT

MAR 15 2004

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CENTRAL DIVISION

7
8
9
10 S. REED NESCHER, KATHLEEN)
11 NESCHER and BREVEN R.)
12 NESCHER,)

13 Plaintiffs,)

14 vs.)

15 BRIAN BLACK, REGINA KEYES,)
16 COUNTY OF RIVERSIDE, and)
17 DOES 1 through 10, inclusive,)

18 Defendants.)

CASE NO: CV 03-8633-DSF (SHSx)
STIPULATION FOR DISMISSAL
OF ACTION PURSUANT TO
SETTLEMENT AGREEMENT
AND ORDER
[Fed. R. Civ. Proc., Rule 41]

19 TO THE HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF
20 RECORD:

21 IT IS HEREBY STIPULATED as follows:

- 22 1. The parties have settled this case. Attached as exhibit 1 is a true and correct copy of
23 the settlement agreement.
24

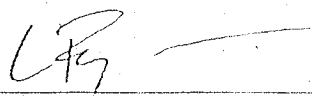
25 DOCKETED ON CM
26 MAR 18 2004
27 BY _____ 006
28

SCANNED

2. Accordingly, the plaintiffs request this court to dismiss this action.

Dated: March 3, 2004

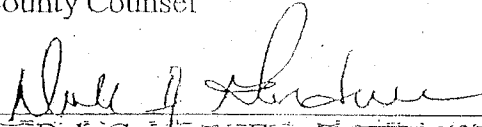
Bynum & Williams, LLP



By: Lawrence R. Bynum, Esq. attorneys for plaintiffs

Dated: March 4, 2004

County Counsel



By: Dale Gardener, Esq., attorneys for defendants

IT IS SO ORDERED.

Dated: 3-17-04


Hon. Dale S. Fischer

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("AGREEMENT") is entered into as of February 3, 2004 by and between S. Reed Nescher, Kathleen Nescher, and Breven R. Nescher ("Plaintiffs") and Brian Black, Regina Keyes, and the County of Riverside ("Defendants") to resolve the litigation captioned Nescher v. Black, Keyes, and County of Riverside, CV 03-8633-DSF (SHSx) f/k/a EDCV 02-463-VAP (SGLx) with reference to the following facts:

RECITALS

A. Plaintiffs S. Reed Nescher and Kathleen Nescher, in their respective individual and representative capacities as trustees of the Highland Home Ranch Living Trust, dated Nov. 1996 are the owners and occupiers of the of certain real property located at 14890 Highland Home Road, Banning, within the unincorporated area of Riverside County, California (APN: 537-130-013) (the "Real Property").

B. Plaintiff Breven R. Nescher in his individual and representative capacity as trustee of the Highland Home Ranch Living Trust, dated Nov. 1996 was an owner and occupier of the Real Property from at least May 1, 2000 to and including October 1, 2002.

C. The County of Riverside filed a state court action ("State Court Action") against the Neschers for injunctive relief and civil penalties relative to alleged violations of county land use ordinances on the Real Property.

D. On or about May 15, 2002 Plaintiffs filed a complaint in federal district court ("Federal Court Action") against Defendants alleging various civil rights violations.

E. On October 15, 2002, a partial settlement of the State Court Action was reached.

F. The terms and conditions of the partial settlement reached in the State Court Action on October 15, 2002 are memorialized in the Partial Stipulated Settlement

Agreement and Order Thereon filed in County of Riverside v. Nescher, RIC 369363, a true and correct copy of which is attached hereto as Exhibit "A".

G. On February 3, 2004, Plaintiffs and Defendants reached an agreement to settle the Federal Court Action, (Nescher v. Black, Keyes, and County of Riverside, CV 03-8633-DSF (SHSx) f/k/a EDCV 02-463-VAP (SGLx)). Pursuant to the terms and conditions of this Agreement, the parties desire to provide for the resolution of the Federal Court Action.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree and stipulate as follows:

OPERATIVE PROVISIONS

I. WAIVER OF COSTS IN STATE COURT ACTION. Defendant County of Riverside, shall waive all right to recover any costs recoverable pursuant to Riverside County Ordinance No. 725 and California Government Code Section 25845 arising out of the State Court Action against any and all of the Nescher Plaintiffs, their heirs, executors, administrators, and assigns. Specifically, the County of Riverside agrees to waive all costs and attorney's fees arising out of the State Court Action. In addition, the County agrees to waive all rights to recover administrative, investigation, and enforcement costs in the underlying code enforcement actions. Upon dismissal of the Federal Court Action, Defendants on behalf of themselves, their heirs, executors, administrators, and assigns fully release Plaintiffs from all claims for cost recovery with respect to the State Court Action. Said release shall apply to all claims for costs arising out of the above-described State Court Action, whether known or unknown, foreseen or unforeseen, or patent or latent. The Parties expressly waive the provisions of Section 1542 of the California Code of Civil Procedures. Notwithstanding this release, Plaintiffs shall be required to pay the usual, lawful, and customary costs and fees associated with

SCANNED

SCANNED

applications for construction permits and the costs of any remedial actions necessary to secure the finalized permits referenced in paragraph 2 below.

2. CONSTRUCTION PERMITS. Plaintiffs S. Reed Nescher and Kathleen Nescher shall expeditiously apply for and obtain construction permits for the non-permitted construction on the Real Property as required by the Partial Stipulated Settlement Agreement and Order Thereon in the State Court Action. EXCEPT, the County of Riverside agrees that it will not require engineered plans for the three-sided metal barn on the Real Property. As for the three-sided metal barn, in lieu of engineered plans for that structure, the County agrees to accept a letter from a California-licensed engineer, to the extent that said letter confirms and verifies that the structure is properly and safely constructed and used only for agricultural purposes and not for human occupancy.

3. DISCLAIMER. This Agreement shall not be construed as an admission that Defendants are liable to Plaintiffs in the Federal Court Action or that Plaintiffs have suffered any injury or damages. Defendants Brian Black, Regina Keyes, and County of Riverside deny the allegations against them in the Federal Court Action and further deny any wrong-doing and disclaim any liability whatsoever to Plaintiffs.

4. COSTS AND FEES IN FEDERAL COURT ACTION. It is expressly agreed that each side shall pay its own costs and attorney's fees arising out of the Federal Court Action. It is specifically agreed that Plaintiffs shall be responsible for paying any and all costs and fees arising out of their prosecution of the Federal Court Action; Defendants shall be responsible for paying any and all costs and fees associated with and/or arising out of their defense of the Federal Court Action; and neither Plaintiffs nor Defendants shall be awarded costs and fees against the other party.

5. DISMISSAL OF FEDERAL COURT ACTION. Plaintiffs shall expeditiously dismiss the Federal Court Action against Defendants with prejudice. Upon dismissal of the Federal Court Action, Plaintiffs on behalf of themselves, their heirs, executors,

SCANNED

administrators, and assigns fully release Defendants, their successors, and all other persons and associations, known or unknown, from all claims and causes of action by reason of the County's investigation and prosecution of the land use violations on the Real Property. Said release shall apply to all claims, arising out of the above-described investigation and prosecution, for injuries, damages, or losses whether known or unknown, foreseen or unforeseen, or patent or latent. The Parties expressly waive the provisions of Section 1542 of the California Code of Civil Procedures.

6. FURTHER ASSURANCES. Each party to this Agreement covenants on behalf of himself, his heirs, executors, administrators, and assigns to execute, with acknowledgment, verification or affidavit if required, any and all documents and writings necessary to effectuate the terms of this Agreement.

7. COMPREHENSIVE SETTLEMENT. The parties agree that this Agreement is intended to provide a comprehensive resolution of the Federal Court Action. The parties waive their right to trial and appeal of the Federal Court Action.

8. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

9. FAIR MEANING. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Furthermore, this Agreement shall be construed according to its fair meaning as if prepared by all parties after extensive negotiation of the terms hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement.

10. MERGER OF PRIOR AGREEMENTS AND UNDERSTANDINGS. This Agreement and other documents incorporated herein by reference contain the entire understanding among the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

RECITALS

1
2 A. Defendants Steward R. Nescher, Jr. and Kathleen Nescher, in their respective individual
3 and representative capacities as trustees of the Highland Home Ranch Living Trust, dated Nov. 1996, are
4 the owners and occupiers of the of certain real property located at 14890 Highland Home Road, Banning,
5 within the unincorporated area of Riverside County, California (APN: 537-130-013) (the "Real
6 Property").

7 B. Defendant Breven R. Nescher in his individual and representative capacity as trustee of the
8 Highland Home Ranch Living Trust, dated Nov. 1996 was an owner and occupier of the Real Property
9 from at least May 1, 2000 to and including October 1, 2002.

10 C. The County filed this action ("Action") against Defendants for injunctive relief and civil
11 penalties relative to alleged violations of county land use ordinances and alleged continuing public
12 nuisances maintained on the Real Property.

13 D. The matter was set for trial on October 15, 2002.

14 E. On October 15, 2002, the Court mediated a partial settlement of the Action.

15 F. The terms and conditions of the partial settlement reached on October 15, 2002 are
16 memorialized in this stipulation. Pursuant to the terms and conditions of this Agreement, the parties
17 desire to provide the partial resolution of the Action.

18 NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other
19 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties
20 hereby agree and stipulate as follows:

21 1. With respect to the County's First Cause of Action for Construction Without Permits, the
22 parties stipulate and Defendants agree to apply for and obtain all appropriate and requisite construction
23 permits for:

- 24 a) the dwelling on the Real Property,
25 b) the stucco breezeway on the Real Property;
26 c) the unattached patio cover on the Real Property,
27 d) the additional patio cover on the Real Property;
28 e) the three-sided metal storage barn on the Real Property;

EXHIBIT 2

(909 866-9414

P.O. Box 1967
Big Bear Lake
California 92315

November 1, 2005

Lawrence R. Bynum Esq.,
Bynum & Williams, LLP
Attorneys at Law,
3960 11th. Street,
Riverside,
California 92501-3526

re: County of Riverside v. Nescher

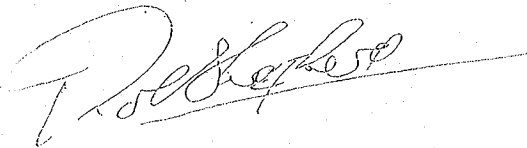
Dear Mr. Bynum,

Confirming our telephone conversation, in my opinion the photographic evidence and the present excellent condition of the Nescher home at 14890 Highland Hone Road, Banning, are consistent with it having being constructed essentially in accordance with the industry standards and in compliance with the code effective a decade ago.

- References: (1) Prescriptive Conventional Light Frame Construction, 1991 UBC, Chapter 25, Section 2517, pages 282-287
- (2) Handbook to the Uniform Building Code, Vincent R. Bush, 1988, pages 196-211.

Please find enclosed a copy of each of these references.

Sincerely yours,



Rob Shepherd Ph.D., P.E.

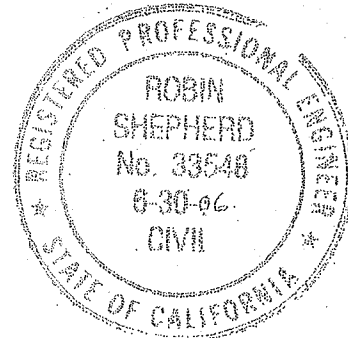
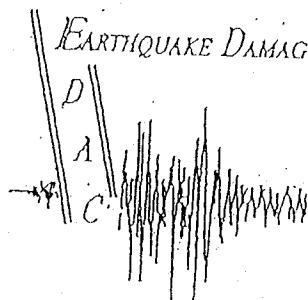


EXHIBIT 3

EARTHQUAKE DAMAGE ANALYSIS CORPORATION



(909) 866-9414
(714) 754-4332
FAX: (909) 866-2885

November 15, 2004

Mr. Mike Lara,
Regional Office Manager,
County of Riverside
Transportation & Land Management Agency,
County Administrative Center,
4080 Lemon Street, P.O. Box 1629,
Riverside, CA 92502.

Dear Mr. Lara,

re: Certification of the Neshor Barn at 14890 Highland Home Road, Banning

As a result of my undertaking Structural Observation of the Implement Shed/Barn structure at the Reed Neshor property, 14890 Highland Home Road, Banning, on November 13, 2004, I have formed the following conclusions.

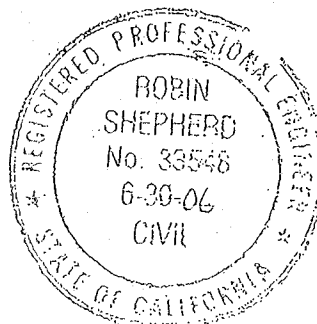
The Neshor Barn is a well maintained building exhibiting no obvious signs of premature deterioration. It is being used, in the manner intended by its designer, solely as a storage facility for implements, a R.V. vehicle and sundry tools. There is no evidence of any attachment to the structure or of any damage to it that might adversely effect its structural integrity.

In my judgement the Neshor Barn is structurally sound.

If anything in this letter is unclear, or of you have any questions regarding this finding. please do not hesitate to call.

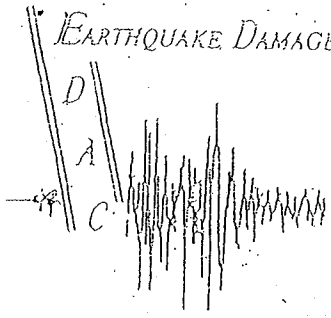
Sincerely yours,

Rob Shepherd, P.E., Ph.D.



EARTHQUAKE DAMAGE ANALYSIS CORPORATION

1909 866-9414
(714) 754-4332
FAX: (909) 866-2885



REQUIRES PLANS FOR DETACHED GARAGE
[Signature]

November 15, 2004

Mr. Mike Lara,
Regional Office Manager,
County of Riverside
Transportation & Land Management Agency,
County Administrative Center,
4080 Lemon Street, P.O. Box 1629,
Riverside, CA 92502.

Dear Mr. Lara,

re: Certification of the Neshier Barn at 14890 Highland Home Road, Banning

As a result of my undertaking Structural Observation of the Implement Shed/Barn structure at the Reed Neshier property, 14890 Highland Home Road, Banning, on November 13, 2004, I have formed the following conclusions.

The Neshier Barn is a well maintained building exhibiting no obvious signs of premature deterioration. It is being used, in the manner intended by its designer, solely as a storage facility for implements, a R.V. vehicle and sundry tools. There is no evidence of any attachment to the structure or of any damage to it that might adversely effect its structural integrity.

In my judgement the Neshier Barn is structurally sound.

If anything in this letter is unclear, or if you have any questions regarding this finding, please do not hesitate to call.

Sincerely yours,

[Signature of Rob Shepherd]

Rob Shepherd; P.E., Ph.D.

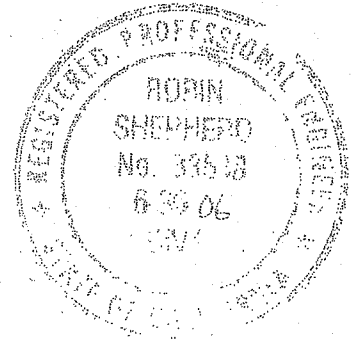
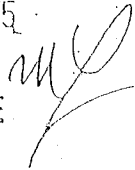


EXHIBIT 4

RECEIVED
RIVERSIDE COUNTY
PERMIT ASSISTANCE CENTER

MAY 04 2005

RIVERSIDE



BPT 050586 - detached
BPT 050587 - Attached
~~BXX~~ 059011 - Breeze way

EXHIBIT 5

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

JOE S. RANK
County Counsel

PAMELA J. WALLS
Assistant County Counsel

Principal Deputies
ROBERT M. PEPPER, JR.
KATHERINE A. LIND

3535 TENTH STREET, SUITE 300
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 955-6363

DEPUTIES

DOROTHY L. HONN
LEE A. VINOCOUR
GORDON V. WOO
BEAUFORD T. MILLER JR.
KARIN L. WATTS-BAZAN
MARSHA L. VICTOR
WILLIAM A. JARVIS
NEAL R. KIPNIS
CAROLE A. NUNES FONG
LUCY FURUTA
LISYA M. MCGUIRE
LILIA WILKERSON
TANYA E. GALVAN
PATTI F. SMITH
CAROL D. PEREZ
DAVID H. K. HOFF
MICHAEL C. PUENTES

CYNTHIA MORTON
JULIE A. KOONS JARVI
MINH C. TRAN
DALE A. GARDNER
GLENN R. BELOJAN
BRUCE C. WILLIAMS
ANNA M. DECKBRT
STACY A. MCCOY
CHRISTIAN T. KIM
ASH HORMOZAN
TAWNY V. LIEU
JAMILA T. PURNELL
MICHELLE P. CLACK
TIFFANY N. NORTH
PRABHATH D. SHETTIGAR
ERIC STOPHER
L. ALEXANDRA FONG
SUNSHINE S. SYKES

June 16, 2006

Lawrence R. Bynum, Esq.
BYNUM & WILLIAMS, LLP
3960 11th Street
Riverside, CA 92501

SENT VIA FACSIMILE ONLY TO (951) 682-2324

RE: *County of Riverside v. Nescher et al.*
Riverside Superior Court, Case RIC 369363

Dear Mr. Bynum:

This letter is being sent as another attempt to meet and confer in hopes of resolving this matter prior to the hearing next month. Resubmitted plans for the stucco breezeway and both patio covers (attached and freestanding) were submitted by your office on April 5, 2006. On approximately April 25, 2006, you were notified that the plans were not approved because the plans and calculations initially submitted in May 2005 and November 2005 were needed and not included with the resubmittal. It is respectfully requested that all plans and calculations for the stucco breezeway and both patio covers be resubmitted, including the documents for those structures that were submitted in May 2005 and November 2005. Once submitted, it is likely that the plans for the stucco breezeway, attached patio cover, and freestanding patio cover will be approved. However, no permits or final approval will be issued for the attached patio cover and the stucco breezeway until the permit for the dwelling is issued. The County will not issue a permit for an attachment to a non-permitted structure. By taking this position, the County is not attempting to alter the terms of the settlement agreement. Your clients voluntarily agreed to obtain permits for the dwelling addition, the stucco breezeway, the unattached patio cover, the attached patio cover, as well as other items.

With regard to the dwelling addition, item a., the "Photographic Record of Construction" of the dwelling is insufficient and illustrates several areas of concern. The photographs do not provide, among other things, measurements, calculations, dimensions, or specifications for the construction. It remains the County's position that your client is to provide a complete set of as built plans for the dwelling addition (as it exists today), including engineered calculations for the as built structure per California Building Code section 106. The plans should include the construction material information and specifications, including the grade and species of lumber used and the type of concrete. It is also requested that Mr. Shepherd certify that the plans and calculations are an accurate

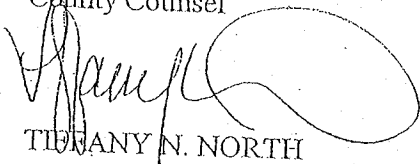
Lawrence R. Bynum, Esq.
June 16, 2006
Page Two

depiction of the construction of the dwelling addition and that Mr. Shepherd provide a list of deficiencies with the as built plans for the dwelling addition documenting the areas in which the as built dwelling addition does not comply with the current building code. The Department of Building & Safety will then review the as built plans and calculations, as well as the list of deficiencies, and advise as to which deficiencies substantially comply with the building code and which deficiencies need to be corrected prior to a permit being issued for the dwelling addition. Your clients and Mr. Shepherd have had ample time to prepare the as built plans. The County is not holding your clients to some unrealistic or unreasonable standard by requiring the as built plans and calculations. Your clients bear the burden of establishing that the dwelling is structurally sound and built to code and your clients agreed to obtain a permit. We again request that the as built plans for the dwelling, with calculations, and list of deficiencies be provided within the next thirty days and prior to the July 21, 2006 hearing.

Thank you for your attention to this case. Your professional courtesy and cooperation are appreciated.

Sincerely,

JOE S. RANK
County Counsel



TIFFANY N. NORTH
Deputy County Counsel

TNN:rm

EXHIBIT 6

\TO THE APPLICANT ;

All revisions shall be made on original plans and TWO SETS OF REVISED PLANS W/ RED-LINED SET SHALL BE SUBMITTED FOR RECHECK. Please submit correction response SHOWING where the corrections are made and clearly distinguish all revisions (using clouds & revision triangles, etc.) so plan check can be accomplished in a timely manner.

COUNTY OF RIVERSIDE, DEPARTMENT OF BUILDING AND SAFETY

>> PLAN CHECK CORRECTIONS <<

+ SITE :14890 HIGHLAND HMS RD
+ BY:JON VASQUEZ

+ PHONE:909-955-1885

+ P/C LOG # : AR020570B
+ DATE : 02/13/2003

+ >

=====

A01 Permit dated on 10/27/81 states that original square footages were 844 square feet, you submitted plans for an additional 2076 square feet which would bring the total to 2920 square feet.

The plans reflect differently, show the original 844 sq foot dwelling and include the 1568 square feet of porch permitted/finaled 9/13/1982 to the plans.

The following will be required for plan check prior to approval of proposed;

- 1.) 2 copies of approved truss layout/calculations
- 2.) 2 copies of structural calculations
- 3.) 2 copies of T-24/Energy calculation for additions using package D, also the required compliance forms printed on the plans.
- 4.) 3 sets revise plans; include plot/site plan, architectural/structural details, electrical floor plan/layout and serivoe size/location, attic ventalation calc's @ 1/150.
- 5.) Project to comply with current Riverside County adopted codes as follows; 1997 UBC, 1999 NEC, 2000 UPC, 2000 UMC and Ord. 457

011 Minimum scale of a connection detail must be 1/2"=1'-0". Freehanded detail is not acceptable.

Floor plan scale to be 1/4"=1'-0" and printed on the drawings. <A0302.3>

014 The plans that I reviewed appear to be incomplete. Please be aware that there may be further corrections after I receive revised plans. <ORD457>

027 This is NOT a complete correction. Please find the separate corrections for Engineering review. <BP6730.2>

017 Final plans (all sheets) and calculations (title sheet) must have stamp, wet signature, license expiration date of an engineer or architect licensed by the State of California. It should also include the date of signing. <A0302.4>

EXHIBIT 7

02/18/2010 11:56 9515822324

LR BYNUM A PROF CORP

Riverside Superior Court Date Received: 2/18/10 PAGE 81/82

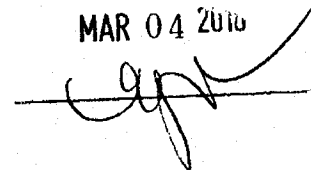
1 PAMELA J. WALLS, County Counsel SBN 123446
2 PATRICIA MUNROE, Deputy County Counsel SBN 241170
3 3960 Orange Street, Fifth Floor
4 Riverside, California 92501
5 Telephone: (951) 955-6300
6 Facsimile: (951) 955-6363

7 Attorneys for Plaintiff

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

FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE

MAR 04 2010



LAA

MAR 08 2010

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF RIVERSIDE

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

13 Plaintiff,

14 v.

15 STEWARD R. NESCHER, JR., individual,
16 KATHLEEN NESCHER, individual,
17 BREVEN R. NESCHER, individual,
18 STEWARD R. NESCHER, Jr., trustee,
19 Highland Home Ranch Living Trust, dated
20 Nov. 1996; KATHLEEN NESCHER trustee,
21 Highland Home Ranch Living Trust, dated
22 Nov. 1996; BREVEN R. NESCHER, trustee
23 Highland Home Ranch Living Trust, dated
24 Nov. 1996; and DOES 1 through 20,
25 inclusive.

26 Defendants.

Case No. RIC 369363

STIPULATION REGARDING SQUARE FOOTAGE

Hearing: March 12, 2010
Time: 9:30 am
Dept: 7

22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

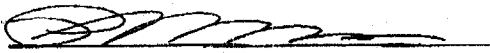
1 TO THE HONORABLE COURT:

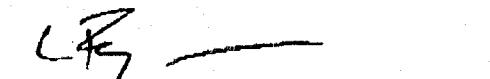
2 IT IS HEREBY STIPULATED, by and between the parties through their respective undersigned
3 counsel, as follows:

- 4 1. The square footage of the original dwelling, prior to the construction and addition to the
- 5 Nescher home (that is the subject of this litigation), is one thousand six hundred and eighty
- 6 eight (1,688) square feet.

7
8 PAMELA J. WALLS
County Counsel

9 Dated: February 17, 2010

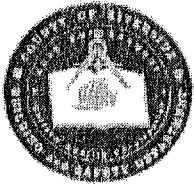
10 
11 PATRICIA MUNROE
Deputy County Counsel
Attorney for Plaintiff

12 
13 LAWRENCE R. BYNUM
14 Attorney for Defendants

15
16
17
18
19
20
21
22
23
24
25
26
27 PM/ka
February 17, 2010
G:\Property\PMunroe\NESCHER\Stipulation Sq Footage 02 17 10.final.doc

28

EXHIBIT 8

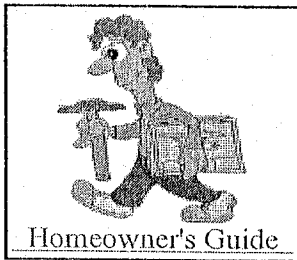


County of Riverside
Transportation and Land Management Agency
Building & Safety Department

- [Business Registration](#) NEW!
- [Divisions](#)
- [Information](#)
- [Links](#)
- [Office Locations](#)
- [Search](#)
- [Permit Activity Report](#)
- [Agency Home Page](#)

Welcome

The Riverside County Department of Building and Safety is dedicated to providing the citizens of Riverside County with courteous, efficient and cost effective services with the goal of improving the quality of life and orderly economic development by the provision and management of grading, building inspection and code enforcement within the integrated Transportation and Land Management Agency activities. To help you quickly locate the information that you are seeking, please follow the appropriate links provided on the left side of this page.



[ADA Notification Statement](#)

EXHIBIT 9

1 WILLIAM C. KATZENSTEIN, County Counsel SBN 61681
 2 JOE S. RANK, Assistant County Counsel SBN 113607
 3 DALE ALLEN GARDNER, Deputy County Counsel SBN 200700
 3535 Tenth Street, Suite 300
 4 Riverside, California 92501
 (909) 955-6300

5 Attorneys for the County of Riverside

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF RIVERSIDE

11 COUNTY OF RIVERSIDE, a political)
 subdivision of the State of California,)
 12)
 Plaintiff,)
 13 v.)
 STEWARD R. NESCHER, JR., individual,)
 14 KATHLEEN NESCHER, individual,)
 BREVEN R. NESCHER, individual,)
 15 STEWARD R. NESCHER, Jr., trustee,)
 Highland Home Ranch Living Trust, dated)
 16 Nov. 1996; KATHLEEN NESCHER trustee,)
 Highland Home Ranch Living Trust, dated)
 17 Nov. 1996; BREVEN R. NESCHER, trustee,)
 Highland Home Ranch Living Trust,)
 18 dated Nov. 1996; and DOES I through)
 20, inclusive.)
 19 Defendants.)

CASE NO. 369363
 General Civil
 PARTIAL STIPULATED SETTLEMENT
 AGREEMENT AND ORDER THEREON
 Status Conference: January 27, 2002
 Time: 8:30 a.m.
 Dept: 7

21 PARTIAL SETTLEMENT AGREEMENT

22 THIS PARTIAL SETTLEMENT AGREEMENT ("AGREEMENT") is entered into as of October
 23 15, 2002 by and between Steward R. Nescher, Jr., Kathleen Nescher, and Breven Nescher in their
 24 respective individual and representative capacities as trustees of the Highland Home Ranch Living Trust,
 25 dated Nov. 1996 and the County of Riverside (hereinafter referred to as "County") with reference to the
 26 following facts:

27 \\\
 28 \\\

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RECITALS

A. Defendants Steward R. Nescher, Jr. and Kathleen Nescher, in their respective individual and representative capacities as trustees of the Highland Home Ranch Living Trust, dated Nov. 1996 are the owners and occupiers of the of certain real property located at 14890 Highland Home Road, Banning, within the unincorporated area of Riverside County, California (APN: 537-130-013) (the "Real Property").

B. Defendant Breven R. Nescher in his individual and representative capacity as trustee of the Highland Home Ranch Living Trust, dated Nov. 1996 was an owner and occupier of the Real Property from at least May 1, 2000 to and including October 1, 2002.

C. The County filed this action ("Action") against Defendants for injunctive relief and civil penalties relative to alleged violations of county land use ordinances and alleged continuing public nuisances maintained on the Real Property.

D. The matter was set for trial on October 15, 2002.

E. On October 15, 2002, the Court mediated a partial settlement of the Action.

F. The terms and conditions of the partial settlement reached on October 15, 2002 are memorialized in this stipulation. Pursuant to the terms and conditions of this Agreement, the parties desire to provide the partial resolution of the Action.

NOW ; THEREFORE, in consideration of the mutual covenants herein contained; and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree and stipulate as follows:

1. With respect to the County's First Cause of Action for Construction Without Permits, the parties stipulate and Defendants agree to apply for and obtain all appropriate and requisite construction permits for:

- a) the dwelling on the Real Property;
- b) the stucco breezeway on the Real Property;
- c) the unattached patio cover on the Real Property;
- d) the additional patio cover on the Real Property;
- e) the three-sided metal storage barn on the Real Property;

1 f) the electrical circuit to the storage barn on the Real Property;

2 g) the electrical circuit to the patio cover on the Real Property;

3 h) the permanent electrical circuit to a spa on the Real Property.

4 The parties stipulate and Defendants agree to apply for the construction permits no later than ninety (90)
5 calendar days from October 15, 2002.

6 2. With respect to the County's Second Cause of Action for Grading Without Permits, the parties
7 stipulate and Defendants agree to remove the two large motocross jumps on the Real Property. The
8 parties stipulate and the Defendants agree to obtain a fee-exempt grading permit no later than ninety (90)
9 days from October 15, 2002 and prior to the removal of the jumps. The jumps are to be removed by
10 pushing the fill over and tilling the fill into the soil on the Real Property.

11 3. With respect to the County's Second Cause of Action for Grading Without Permits, the parties
12 stipulate and the County agrees to dismiss the count relative to the graded mobile home pad on the Real
13 Property.

14 4. With respect to the County's Third Cause of Action for Violation of RCO No. 348, the
15 County's Fourth Cause of Action for Violation of RCO No. 509, the County's Fifth Cause of Action for
16 Breach of Agricultural Preserve Contract, and the County's Sixth Cause of Action for Public Nuisance,
17 the parties stipulate and the County agrees to dismiss the County's third, fourth, fifth, and sixth causes of
18 action.

19 5. With respect to the Notices of Non-Compliance ("NONC") recorded against the Real Property,
20 the parties stipulate and the County agrees to release the NONC related to the grading violation upon
21 Defendants removal of the two large jumps on the Real Property as outlined in paragraph 2. In addition,
22 the parties stipulate and the County agrees to release the NONC related to construction without permits on
23 the Real Property when Defendants obtain finalized permits for the construction as outlined in paragraph 1.

24 6. The parties stipulate and agree that the Superior Court of the County of Riverside, State of
25 California shall continue to retain jurisdiction of this Action and over the parties personally to enforce the
26 terms and provisions of this Agreement until performance in full of the terms of the Agreement have been
27 completed.

1 7. The parties stipulate and agree that a hearing will be held before the Court (at a date to be
 2 determined in the future) concerning the County's cost recovery for investigation and abatement costs
 3 pursuant to RCO No. 725 Sections 11, 14, and 15 and California Government Code Section 25845.

4 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of October 15,
 5 2002.

6 Dated:

7 STEWARD R. NESCHER, JR., individual
 8 STEWARD R. NESCHER, Jr., trustee,
 Highland Home Ranch Living Trust, dated Nov. 1996

9 Dated:

10 KATHLEEN NESCHER, individual
 11 KATHLEEN NESCHER trustee,
 Highland Home Ranch Living Trust, dated Nov. 1996

12 Dated:

13 BREVEN R. NESCHER, individual
 14 BREVEN R. NESCHER trustee,
 Highland Home Ranch Living Trust, dated Nov. 1996

15 Dated:

16 The County of Riverside
 17 By: Tom Ingram
 Director, Department of Building and Safety
 18 By: Allen Asada
 Deputy Director **ORDER**

19 Upon consideration of the foregoing Partial Stipulated Settlement Agreement and good cause
 20 appearing therefor,

21 **IT IS HEREBY ORDERED** that the terms and provisions of the Partial Stipulated Settlement
 22 Agreement shall be the Order of the Court in this case. The Court retains jurisdiction, pursuant to the
 23 terms of the Settlement and Code of Civil Procedure Section 664.6, to enforce the Settlement until
 24 performance in full of the terms of the Settlement has been completed.

25
 26 Dated: FEB 18 2003

27 Honorable Gary Tranbarger
 28 Judge of the Superior Court

Riverside County Board of Supervisors ✓
Request to Speak

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Lawrence Bynum

Address: 6700 Indiana Ave St. 240
(only if follow-up mail response requested)

City: Riverside **Zip:** 92506

Phone #: 951-682-2345

Date: 3.15.11 **Agenda #** 9.3

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

written objections prepared & submitted.

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

Riverside County Board of Supervisors ✓
Request to Speak

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Elana J. Moeder

Address: Pite Duncan, LLP, 1920 Main Street, Ste.
(only if follow-up mail response requested) 760

City: Irvine **CA** **Zip:** 92614

Phone #: 714-285-2635

Date: 3/15/11 **Agenda #** 9.3

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: address National City
Mortgage Co./PNC Mortgage's position that lien
be treated as unsecured pursuant to
Gov. Code §§ 38773.5(c) and 29845(f).