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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

SECURITIES AND EXCHANGE  
COMMISSION,  
  
Plaintiff,  
  
v.  
  
BIC REAL ESTATE DEVELOPMENT  
CORPORATION and DANIEL R. NASE,  
individually and d/b/a BAKERSFIELD  
INVESTMENT CLUB,  
  
Defendants,  
  
BIC SOLO 401K TRUST and MARGARITA  
NASE,  
  
Relief Defendants.

Case No. 1:16-cv-00344-LJO-JLT  
  
ORDER AUTHORIZING RECEIVER'S SALE  
OF REAL PROPERTY LOCATED AT 1420  
CANYON COURT, BAKERSFIELD, CA  
93307  
  
Ctrm: 4  
Judge: Hon. Lawrence J. O'Neill

**ORDER**

In accordance with its September 19, 2016 Order Granting Stipulation to Waive Requirements of 28 U.S.C. § 2001(a) and (b) in Connection with, and to Establish Sales Procedures for, Receiver's Sales of Residential Real Property (the "Stipulation") and the sales procedures approved therein (the "Sales Procedures"), this Court has reviewed the November 20, 2017, Declaration of David P. Stapleton, the Court-appointed receiver (the "Receiver") regarding

ORDER APPROVING AND AUTHORIZING  
RECEIVER'S SALE OF REAL PROPERTY

1 his proposed sale of the real property located at and commonly known as 1420 Canyon Court,  
2 Bakersfield, CA 93307, assessor's parcel number **412-243-09-00-1** (the "Property"). The legal  
3 description for the Property is as follows:

4 All that certain real property in the County of Kern, State of California, described as  
5 follows:

6 Lot 50 of Tract 4673, in the City of Bakersfield, County of Kern, State of  
7 California, as per map recorded June 11, 1985 in Book 34, Pages 104 and 105 of  
8 Maps, in the Office of the County Recorder of said County.

9 Except therefrom an oil, gas and other hydrocarbon substances and minerals in  
10 and under the west half of the south half and the west half of the east half of the  
11 south half of said Lot 6, together with the right to enter upon and use said  
12 premises, or any part thereof, for the purpose of prospecting and drilling for and  
13 producing, storing, processing and removing the oil, gas and other hydrocarbon  
14 substances and minerals, as reserved by the Estate of Bertha M. Cohn, in deed  
15 recorded August 31, 1948 in Book 1551, Page 247 of Official Records.

16 Also except therefrom all gas, oil, minerals and other hydrocarbon substances  
17 within or underlying the east half of the east half of the south half of Lot 6 lying  
18 500 feet below the surface of the land, but without the right to use the surface of  
19 the land to remove, drill or prospect for same, as reserved by Glenn O. May and  
20 Gena M. May, husband and wife, in deed recorded December 1, 1978 in Book  
21 5159, Page 345 of Official Records.

22 **APN: 412-243-09-00-1**

23 Having confirmed the Receiver's compliance with the Sales Procedures, and the 15-day  
24 notice period provided for in the Stipulation having lapsed without objection to the Receiver's  
25 proposed sale of the Property, this Court orders as follows:

26 1. The terms of the purchase and sale agreement, and all attendant documents  
27 (collectively, the "PSA"), by and between the Receiver and Ramon Anaya ("Buyer") in connection  
28 with the Receiver's proposed sale of the Property to Buyer are approved;

29 2. The Court ratifies the Receiver's execution of the PSA and authorizes the Receiver  
30 to perform all of his obligations under the PSA;

31 3. The Receiver is authorized to sell the Property to Buyer or Buyer's designee, as  
32 contemplated in the PSA, in exchange for the aggregate sum of \$145,000 subject to the applicable  
33 terms of this Order;

1           4.       The Receiver is further authorized to pay any commissions provided for in the PSA  
2 and in connection with the consummation of his sale of the Property;

3           5.       In accordance with the terms of the PSA, and without limiting those terms, Buyer  
4 or Buyer's designee shall purchase the Property on an "as-is / where-is" basis, without any  
5 representations or warranties whatsoever by the Receiver and his agents and/or attorneys  
6 including, without limitation, any representations or warranties as to the condition of the Property,  
7 except as expressly set forth in the PSA. Buyer or its designee is responsible for all due diligence,  
8 including but not limited to inspection of the condition of and title to the Property, and is not  
9 relying on any representation or warranty of the Receiver, except as expressly set forth in the PSA;

10          6.       In the performance of his obligations pursuant to this Order, the Receiver's liability  
11 in connection with the PSA and the sale of the Property to the Buyer shall be limited to the assets  
12 of the receivership estate (the "Estate"). Neither the Receiver nor his professionals shall have any  
13 personal liability for claims arising out of or relating to the performance of any actions necessary  
14 to complete the sale of the Property as provided for herein;

15          7.       Provided Buyer or Buyer's designee consents, in writing, the Receiver is hereby  
16 authorized to amend or otherwise modify the PSA, in writing, as necessary to complete the sale of  
17 the Property in the event that the Receiver determines, in his reasonable business judgment, that  
18 such amendment or modification is reasonable and necessary, will benefit the Estate, avoid the  
19 imposition of any liability upon the Estate, or is required pursuant to the terms of the PSA or any  
20 other amendment or modification thereto, provided that any such amendment or modification does  
21 not change the material terms of the contract, including the parties to the PSA and the purchase  
22 price for the Property;

23          8.       The Receiver is hereby authorized to take all actions and execute all documents  
24 necessary to consummate and otherwise effectuate the sale of the Property to Buyer or Buyer's  
25 designee, including, but not limited to, the PSA itself, any other documents required to be  
26 executed pursuant to the PSA, and any related documentation, escrow instructions, or conveyance  
27 documents consistent with selling and conveying title to the Property to Buyer or Buyer's  
28 designee. The Receiver shall execute all documents necessary to consummate and otherwise

1 effectuate the sale of the Property as "David P. Stapleton, Court-appointed receiver" or any  
2 reasonable variation thereof which clearly identifies the Receiver as a court-appointed receiver;

3 9. The Receiver is hereby authorized to execute and acknowledge a receiver's deed, or  
4 similar instrument, conveying title to the Property to Buyer or Buyer's designee (the "Receiver's  
5 Deed") to effectuate the conveyance, and cause the Receiver's Deed to be recorded on the date on  
6 which close of escrow occurs pursuant to the terms of the PSA, or as determined by and between  
7 the Receiver and Buyer or Buyer's designee;

8 10. Any licensed title insurer may rely on this Order as authorizing the Receiver to  
9 transfer title to the Property as provided in the PSA and as authorized herein;

10 11. This Court shall retain jurisdiction over any dispute involving the Receiver in  
11 connection with the sale of the Property; and

12 12. The Receiver shall provide Buyer or Buyer's designee with a certified copy of this  
13 Order, as entered by the Court, directly or through escrow, at least five (5) days before Close of  
14 Escrow, or as provided for in the PSA, and Buyer or Buyer's designee shall acknowledge receipt  
15 of a copy of this Order, in writing. A certified copy of this Sale Order may be recorded  
16 concurrently with the Receiver's Deed or at any time before the close of escrow, provided,  
17 however, that failure to record this Order shall not affect the enforceability of this Order, the  
18 enforceability and viability of the PSA, or the validity of the Receiver's Deed.

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20 IT IS SO ORDERED.

21 Dated: November 29, 2017

/s/ Lawrence J. O'Neill  
UNITED STATES CHIEF DISTRICT JUDGE

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