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9	UNITED STATES DISTRICT COURT		
10	EASTERN DISTRIC	CT OF CALIFORNIA	
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12	SECURITIES AND EXCHANGE	Case No. 1:16-cv-00344-LJO-JLT	
13	COMMISSION,	ORDER AUTHORIZING RECEIVER'S SALE	
14	Plaintiff,	OF REAL PROPERTY LOCATED AT 1413 PENNY ST., BAKERSFIELD, CA 93306	
15	V.	Ctrm: 4	
16	BIC REAL ESTATE DEVELOPMENT CORPORATION and DANIEL R. NASE,	Judge: Hon. Lawrence J. O'Neill	
17	individually and d/b/a BAKERSFIELD INVESTMENT CLUB,		
18	Defendants,		
19	BIC SOLO 401K TRUST and MARGARITA		
20	NASE, Relief Defendants.		
21	Relief Defendants.		
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25	Procedures for, Receiver's Sales of Residential Real Property (the "Stipulation") and the sales		
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27	procedures approved therein (the "Sales Procedures"), this Court has reviewed the March 16,		
28	2018, Declaration of David P. Stapleton, the Court-appointed receiver (the "Receiver") regarding		
	ORDER APPROVING AND AUTHORIZING RECEIVER'S SALE OF REAL PROPERTY	1_	

1	his proposed sale of the real property located at and commonly known as 1413 Penny St.,		
2	Bakersfield, CA 93306, assessor's parcel number 388-092-04-00-0 (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 follows:		
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6	THE NORTH 38.5 FEET OF LOT 30 AND THE SOUTH 20.5 FEET OF LOT 29 OF TRACT 1655 IN THE COUNTY OF KERN, STATE OF CALIFORNIA,		
7 8	AS PER MAP RECORDED DECEMBER 18, 1952 IN BOOK 8, PAGES 40 AND 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.		
9	EXCEPTING THEREFROM 50% OF THE MINERALS AND HYDROCARBON SUBSTANCES THEREON OR UNDERLYING SAID		
10	PROPERTY, TOGETHER WITH THE RIGHT OF THE GRANTORS TO TAKE ALL OF THE USUAL, NECESSARY AND CONVENIENT MEANS		
11	FOR PROSPECTING, EXPLORING, WORKING AND TAKING AWAY SAID		
12 13	MINERALS AND/OR HYDROCARBON SUBSTANCES INCLUDING THE RIGHT OF INGRESS, REGRESS AND EGRESS OVER AND ACROSS SAID		
13 14	PROPERTY AND TO USE SUCH PARTS OF THE SURFACE OF SAID PROPERTY AS MAY BE NECESSARY FOR THE RECOVERY OF ALL		
14	OILS OR MINERALS TO BE PRODUCED THEREFROM AS RESERVED BY ANIDA B. HAFER, A WIDOW AND LOUIS C. PREST IN DEED RECORDED		
15	JUNE 29, 1945 IN BOOK 1248, PAGE 467 OF OFFICIAL RECORDS.		
10	APN: 388-092-04-00-0		
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19	Having confirmed the Receiver's compliance with the Sales Procedures, and the 15-day		
20	notice period provided for in the Stipulation having lapsed without objection to the Receiver's		
21	proposed sale of the Property, this Court orders as follows:		
22	1. The terms of the purchase and sale agreement, and all attendant documents		
22	(collectively, the "PSA"), by and between the Receiver and Esther Romero ("Buyer") in		
23 24	connection with the Receiver's proposed sale of the Property to Buyer are approved;		
25	2. The Court ratifies the Receiver's execution of the PSA and authorizes the Receiver		
25 26	to perform all of his obligations under the PSA;		
20 27			
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20	ORDER APPROVING AND AUTHORIZING RECEIVER'S SALE OF REAL PROPERTY		

3. The Receiver is authorized to sell the Property to Buyer or Buyer's designee, as
 contemplated in the PSA, in exchange for the aggregate sum of \$135,000 subject to the applicable
 terms of this Order;

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

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

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

18 7. Provided Buyer or Buyer's designee consents, in writing, the Receiver is hereby authorized to amend or otherwise modify the PSA, in writing, as necessary to complete the sale of 19 20 the Property in the event that the Receiver determines, in his reasonable business judgment, that such amendment or modification is reasonable and necessary, will benefit the Estate, avoid the 21 22 imposition of any liability upon the Estate, or is required pursuant to the terms of the PSA or any 23 other amendment or modification thereto, provided that any such amendment or modification does not change the material terms of the contract, including the parties to the PSA and the purchase 24 25 price for the Property;

8. The Receiver is hereby authorized to take all actions and execute all documents
necessary to consummate and otherwise effectuate the sale of the

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ORDER APPROVING AND AUTHORIZING RECEIVER'S SALE OF REAL PROPERTY Property to Buyer or Buyer's designee, including, but not limited to, the PSA itself, any other
documents required to be executed pursuant to the PSA, and any related documentation, escrow
instructions, or conveyance documents consistent with selling and conveying title to the Property
to Buyer or Buyer's designee. The Receiver shall execute all documents necessary to consummate
and otherwise effectuate the sale of the Property as "David P. Stapleton, Court-appointed receiver"
or any reasonable variation thereof which clearly identifies the Receiver as a court-appointed
receiver;

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

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

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

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

24 IT IS SO ORDERED.

25 Dated: March 26, 2018 /s/ Lawrence J. O'Neill UNITED STATES CHIEF DISTRICT JUDGE 26 27 28 ORDER APPROVING AND AUTHORIZING RECEIVER'S SALE OF REAL PROPERTY

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	ORDER APPROVING AND AUTHORIZING RECEIVER'S SALE OF REAL PROPERTY