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 United States of America
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 7

8 IN THE UNITED STATES DISTRICT COURT
 9 FOR THE EASTERN DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,)	2:09-cv-02547-JAM-GGH
)	
12 Plaintiff,)	STIPULATION AND ORDER FOR
)	INTERLOCUTORY SALE OF
13 v.)	DEFENDANT REAL PROPERTY
)	
14 REAL PROPERTY LOCATED AT 11786)	
MILLER PEAK ROAD, OROVILLE,)	
15 CALIFORNIA, BUTTE COUNTY,)	
APN: 058-200-075, INCLUDING)	
16 ALL APPURTENANCES AND)	
IMPROVEMENTS THERETO,)	
)	
17 Defendant.)	
)	

19 Plaintiff United States of America, by and through Saralyn
 20 M. Ang-Olson, Special Assistant United States Attorney for the
 21 Eastern District of California, and claimants J. Scott Rader and
 22 Susan C. Rader, as trustees of the J. Scott Rader and Susan C.
 23 Rader 2006 Trust ("claimants"), by and through their counsel of
 24 record, hereby agree and stipulate to the following interlocutory
 25 sale pursuant to Rule G(7) of the Supplemental Rules for
 26 Admiralty or Maritime Claims and Asset Forfeiture Actions and 18
 27 U.S.C. § 983(j):
 28 ///

1 1. The defendant in this action is described as real
2 property located at 11786 Miller Peak Road, Oroville, California,
3 Butte County, APN: 058-200-075, ("defendant real property") more
4 fully described and attached hereto in **Exhibit A**.

5 2. On September 11, 2009, the United States filed a
6 Verified Complaint for Forfeiture *In Rem* alleging that the
7 defendant real property was subject to forfeiture on the grounds
8 that said real property was used or intended to be used, in any
9 manner or part, to commit, or to facilitate the commission of, a
10 violation of 21 U.S.C. § 841 *et seq.*, an offense punishable by
11 more than one year's imprisonment, and is therefore subject to
12 forfeiture to the United States pursuant to 21 U.S.C.
13 § 881(a)(7).

14 3. The recorded owners of the defendant real property are
15 J. Scott Rader and Susan C. Rader, as trustees of the J. Scott
16 Rader and Susan C. Rader 2006 Trust.

17 4. On October 9, 2009, claimants filed a Verified Statement
18 of Interest, in their capacity as trustees and on behalf of the
19 beneficiaries of the Trust. Furthermore, on October 29, 2009,
20 claimants filed an Answer to Complaint for Forfeiture *In Rem*.
21 There are no liens against the defendant real property.

22 5. On September 3, 2009, claimants placed the defendant
23 real property on the market to be sold with Coldwell Banker
24 Ponderosa Real Estate realty. On or about December 16, 2009,
25 claimants accepted a sales offer in the amount of \$215,000.00 on
26 the defendant real property. Escrow is estimated to close the
27 week of January 25, 2010. The buyer of the defendant real
28 property is Elizabeth Shayne Brown Trust, Kris Kuzmich, Trustee.

1 6. No other parties have filed claims or answers in this
2 action, and the time by which any person or entity may file a
3 claim and answer has expired.

4 7. The parties herein agree that the proposed sale of
5 defendant real property should proceed pursuant to Paragraphs 8
6 through 19 below.

7 8. Claimants shall instruct the title/escrow officer, Cheri
8 Hovey, at Mid Valley Title and Escrow to wire the net proceeds
9 from the sale of the defendant real property to the U.S. Marshals
10 Service and to contact the U.S. Attorney's Office, Asset
11 Forfeiture Unit, to obtain specific wiring instructions.

12 9. The net proceeds from the sale of the defendant real
13 property will include all money realized from the sale of the
14 defendant real property, except for the following: real estate
15 commissions, amounts due the holder of any valid lien which was
16 recorded prior to the time plaintiff's Notice of Lis Pendens was
17 recorded, real estate property taxes which are due and owing, or
18 which become a lien prior to the sale of the defendant real
19 property, insurance costs, and any other miscellaneous costs/fees
20 incurred at closing through escrow.

21 10. The net proceeds from the sale of the defendant real
22 property shall be wired to the U.S. Marshals Service, at the
23 close of escrow, to be deposited in the Department of Justice
24 Seized Asset Deposit Fund. Said proceeds will be substituted as
25 the res in this action and held pending further order of the
26 Court.

27 11. Claimants will retain custody, control, and
28 responsibility of the defendant real property until the

1 interlocutory sale that is the subject of this Stipulation has
2 been completed.

3 12. Each party to this Stipulation shall execute all
4 documents and provide signatures necessary to close escrow, as
5 required by the title company.

6 13. All parties to this Stipulation hereby release
7 plaintiff United States of America and its servants, agents, and
8 employees from any and all liability arising out of or in any way
9 connected with the posting, forfeiture, or sale, of the defendant
10 real property. This is a full and final release applying to all
11 unknown and unanticipated injuries, and/or damages arising out of
12 said posting, forfeiture, or sale, as well as to those now known
13 or disclosed. The parties to this Stipulation waive the
14 provisions of California Civil Code § 1542.

15 14. Claimants shall maintain the defendant real property in
16 the same condition and repair as existed as of the date of the
17 posting, normal wear and tear excepted, until their custody,
18 control, and responsibility have ceased. The term "maintain"
19 shall include, but is not limited to, keeping the property free
20 of hazard and structural defects; keeping all heating, air
21 conditioning, plumbing, electrical, gas, oil, or other power
22 facilities in good working condition and repair; keeping the
23 property clean and performing such necessary sanitation and waste
24 removal; keeping the property in good condition by providing for
25 lawn and yard maintenance; and other ordinary and necessary items
26 of routine maintenance.

27 15. Claimants shall maintain all insurance policies
28 currently in effect with respect to the defendant real property,

1 including hazard insurance to cover all buildings and other
2 improvements that are now located on the property until the
3 interlocutory sale is completed. The insurance must cover loss
4 or damage caused by fire, hazards normally covered by "extended
5 coverage" hazard insurance policies, and liability to persons
6 injured on said property and for property damage to the defendant
7 real property.

8 16. Except as specifically provided herein, claimants shall
9 not convey, transfer, encumber, lien, or otherwise pledge the
10 defendant real property without the prior, written approval of
11 the United States.

12 17. There was reasonable cause for the posting of the
13 defendant real property, and the Court may enter a Certificate of
14 Reasonable Cause pursuant to 28 U.S.C. § 2465.

15 18. All parties are to bear their own costs and attorneys'
16 fees.

17 19. Pending the sale of the property, and the disposition
18 of the proceeds, the Court shall maintain jurisdiction to enforce
19 the terms of the final judgment in this action.

20 IT IS SO STIPULATED.

21 Dated: 1/26/2010

BENJAMIN B. WAGNER
United States Attorney

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/s/ Saralyn M. Ang-Olson
SARALYN M. ANG-OLSON
Special Assistant U.S. Attorney

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Attorneys for Plaintiff
United States of America

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1 Dated: 1/26/2010

/s/ J. Scott Rader
J. SCOTT RADER individually and
as Trustee for the J. Scott Rader
and Susan C. Rader 2006 Trust

5 **ACKNOWLEDGMENT**

6 State of California)
7)
8 County of Sonoma)

9 On 1-26-2010, before me, PATRICIA MLEKUS, Notary
10 Public, personally appeared J. SCOTT RADER, who
11 proved to me on the basis of satisfactory evidence to be the
12 person whose name is subscribed to the within instrument and
13 acknowledged to me that s/he executed the same in her/his
14 authorized capacity, and that by her/his signature on the
15 instrument the person, or the entity upon behalf of which the
16 person acted, executed the instrument.

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

19 WITNESS my hand and official seal.

PATRICIA MLEKUS
Commission #1683376
Notary Public - California
Sonoma County
My Comm. Expires July 23, 2010

20 Signature /s/ Patricia Mlekus

21 Dated: 1/26/10 MACKENZIE LAND LAW

22 _____ By /s/ Robert W. MacKenzie
23 ROBERT W. MACKENZIE
24 Attorney for Claimants
25 J. Scott Rader, Susan C. Rader,
and the J.Scott Rader and Susan
C. Rader 2006 Trust

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1 Dated: 1-26-2010

/s/ Susan C. Rader
SUSAN C. RADER individually and
as Trustee for the J. Scott Rader
and Susan C. Rader 2006 Trust

5 **ACKNOWLEDGMENT**

6 State of California)
7 County of Sonoma)

8 On 1-26-2010, before me, PATRICIA MLEKUS, Notary
9 Public, personally appeared SUSAN C. RADER, who
proved to me on the basis of satisfactory evidence to be the
10 person whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in her authorized
11 capacity, and that by her signature on the instrument the person,
or the entity upon behalf of which the person acted, executed the
12 instrument.

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

14 WITNESS my hand and official seal.

PATRICIA MLEKUS
Commission #1683376
Notary Public - California
Sonoma County
My Comm. Expires July 23, 2010

15 Signature /s/ Patricia Mlekus

19 Dated: 1/26/10 MACKENZIE LAND LAW

21 _____ By /s/ Robert W. MacKenzie
ROBERT W. MACKENZIE
22 Attorney for Claimants
J. Scott Rader, Susan C. Rader,
23 and the J.Scott Rader and Susan
C. Rader 2006 Trust

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(Signatures retained by Attorney)

ORDER

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2 1. The defendant real property shall be sold pursuant to
3 the terms set forth above in the Stipulation for Interlocutory
4 Sale.

5 2. The net proceeds from the sale of the defendant real
6 property shall be wired to the U.S. Marshals Service to be
7 deposited into the Department of Justice Seized Asset Deposit
8 Fund, substituted as the *res* herein, and held pending further
9 order of the Court.

10 3. The forfeiture action pending shall proceed against the
11 substitute *res* in lieu of the defendant real property sold
12 pursuant to this Stipulation.

13 IT IS SO ORDERED.

14 Dated: January 27, 2010

/s/ John A. Mendez

JOHN A. MENDEZ
United States District Court

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1 **Exhibit A**

2 **(Real Property located at 11786 Miller Peak Road, Oroville,**
3 **California, Butte County, APN: 058-200-075)**

4 THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE
5 COUNTY OF BUTTE, STATE OF CALIFORNIA AND IS DESCRIBED
6 AS FOLLOWS:

7 Parcel One:

8 A portion of the West half of Section 27, Township 22 North,
9 Range 4 East, M.D.B. & M., and more particularly described
10 as follows:

11 Beginning at the Southwest corner of the North half of the
12 Northeast quarter of the Southwest quarter of said Section
13 27; thence North along the West line of the East half of the
14 West half of said Section 27, a distance of 660 feet, more or
15 less, to a point at the Southwest corner of the land described
16 in the Deed to J. Paul Little and wife, dated September 6,
17 1973 and recorded December 12, 1973, in Book 1879, Page 369,
18 Official Records of Butte County; thence South 86° 30' 11"
19 East, along the South line of said Section 27, a distance of
20 1327.82 feet to a point on the North and South centerline
21 of said Section 27; thence South 0° 22' 04" West, along the
22 North and South centerline of said Section 27, a distance of
23 660 feet, more or less, to a point at the Southeast corner of
24 the North half of the Northeast quarter of the Southwest
25 quarter of said Section 27; thence West along the South line
26 of the North half of the Northeast quarter of the Southwest
27 quarter, a distance of 1320 feet, more or less, to the point
28 of beginning.

Also the West half of the West half of Section 27, Township
22 North, Range 4 East, M.D.B. & M.

Excepting therefrom the North half of the Northwest quarter
of the Northwest quarter of said Section 27.

Also excepting therefrom the following described Parcel of
land:

Commencing at the Southwest corner of said Section 27; thence
along the West line of said Section, North 0° 05' 51" East,
2673.82 feet to the West quarter corner of said Section, and
the true point of beginning for the Parcel of land herein
described; thence from said true point of beginning, along
the West line of said Section, North 0° 05' 51" East, 2005.36
feet to the Southwest corner of the North half of the
Northwest quarter of the Northwest quarter of said Section
27; thence along the South line thereof, South 87° 14' 21"
East, 1331.69 feet to the Southeast corner of said North half
of the Northwest quarter of the Northwest quarter of Section
27; thence South 0° 13' 51" West, 2022.68 feet; thence

1 North 86° 29' 04" West, 1327.80 feet to the point of
2 beginning.

3 Also excepting therefrom the following described Parcel of
4 land:

5 Being a portion of the Southwest quarter of Section 27,
6 Township 22 North, Range 4 East, M.D.B. & M., and being
7 more particularly described as follows:

8 Parcel 1, 2, and 3, as shown on that certain Map filed for
9 Record in the Office of the Recorder, County of Butte, State
10 of California, on February 27, 1987, in Book 105 of Maps,
11 at Page(s) 93.

12 Parcel Two:

13 A non-exclusive easement 60 feet in width for road and public
14 utilities as shown on Parcels 1, 2 and 3, of that certain Map
15 filed for Record in the Office of the Recorder, County of
16 Butte, State of California, on February 27, 1987, in Book
17 105 of Maps, at Page(s) 93.

18 Parcel Three:

19 A non-exclusive easement for road and utility purposes,
20 over a strip of land 60.0 feet in width, lying 30.0 feet on
21 each side of the following described road centerline:

22 Beginning at the Northwest corner of Section 34, Township
23 22 North, Range 4 East, M.D.B. & M.; thence following along
24 the Northerly boundary line of the Northwest quarter of said
25 Section 34, South 87° 48' 23" East, 637.27 feet to the true
26 point of beginning for the road centerline herein described;
27 thence from said true point of beginning, South 3° 55' 08"
28 East, 67.56 feet; thence South 25° 02' 18" East, 155.35 feet;
thence South 37° 52' 48" East, 151.82 feet; thence South
60° 02' 48" East, 278.23 feet; thence South 67° 17' 48" East,
208.01 feet; thence South 86° 11' 34" East, 60.42 feet to
a point located 32.0 feet Westerly and at right angles to
the Easterly boundary line of the Northwest quarter of the
Northwest quarter of said Section 34; thence South 0° 33'
18" East, parallel to and 32.0 feet Westerly of said
Easterly boundary line, for a distance of 60.17 feet to a
point located in the centerline of the Pinkston County Road;
thence North 0° 33' 18" West, 60.17 feet; thence North 86°
11' 34" West, 60.42 feet; thence North 67° 17' 48" West,
208.01 feet; thence North 60° 02' 48" West, 278.23 feet;
thence North 37° 52' 48" West, 151.82 feet; thence North 25°
02' 18" West, 155.35 feet; thence North 3° 55' 08" West,
67.56 feet to a point located in the aforesaid Northerly
boundary line of the Northwest quarter of Section 34,
(said point being the true point of beginning for the road
centerline described herein); thence continuing North 3°
55' 08" West 25.14 feet to a point located 25.0 feet

1 Northerly and at right angles to said Northerly boundary
2 line of the Northwest quarter of Section 34; thence North
3 87° 48' 23" West, parallel to and 25.0 feet Northerly of
4 said Northerly boundary line of the Northwest quarter
5 of Section 34, for 76.52 feet; thence North 54° 57' 03"
6 West, 248.57 feet; thence North 61° 07' 33" West, 197.0
7 feet; thence North 65° 10' 53" West, 200.63 feet to a
8 point located in the Westerly boundary line of the
9 Southwest quarter of said Section 27; thence South 65°
10 10' 53" East, 200.63 feet; thence South 61° 07' 33" East,
11 197.0 feet; thence South 54° 57' 03" East, 248.57 feet;
12 thence South 87° 48' 23" East, parallel to and 25.0 feet
13 Northerly of the Southerly boundary line of said Southwest
14 quarter of Section 27, for 76.52 feet; thence continuing
15 South 87° 48' 23" East, parallel to said Southerly boundary
16 line of the Southwest quarter of Section 27, 469.14 feet;
17 thence North 61° 31' 42" East, 58.78 feet; thence North 9°
18 37' 22" East, 402.52 feet; thence North 1° 32' 57" East,
19 204.78 feet; thence North 29° 23' 53" West, 214.77 feet;
20 thence North 13° 48' 17" East, 202.01 feet; thence North
21 50° 48' 28" West, 286.0 feet; thence North 53° 10' 08" West,
22 281.61 feet; thence North 12° 07' 22" East, 257.46 feet;
23 thence North 48° 15' 02" East, 163.63 feet; thence North
24 37° 50' 12" East, 371.74 feet; thence North 34° 12' 57"
25 East, 444.83 feet; thence North 23° 28' 07" East, 250.96
26 feet; thence North 70° 49' 32" East, 239.69 feet; thence
27 South 81° 11' 38" East, 425.21 feet; thence South 6° 35'
28 02" West, 221.46 feet; thence South 85° 03' 42" West,
226.64 feet; thence South 41° 01' 02" West, 202.29 feet;
thence South 29° 06' 48" East, 196.05 feet; thence South
54° 56' 58" East, 190.97 feet; thence South 54° 03' 18"
East, 155.67 feet; thence North 88° 47' 02" East, 540.0
feet, more or less, to the Easterly boundary line of said
Southwest quarter of Section 27; thence South 88° 47' 02"
West, 540.0 feet; thence North 54° 03' 18" West, 155.67
feet; thence North 54° 56' 58" West, 190.97 feet; thence
North 29° 06' 48" West, 196.05 feet; thence North 41° 01'
02" East, 202.29 feet; thence North 85° 03' 42" East,
226.64 feet; thence North 6° 35' 02" East, 221.46 feet;
thence North 81° 11' 38" West, 425.21 feet; thence South
70° 49' 32" West, 239.69 feet; thence North 2° 26' 27" East,
199.09 feet; thence North 47° 31' 07" East, 189.55 feet; thence
North 60° 20' 19" East, 322.49 feet; thence South 85° 37' 23"
East, 632.69 feet; thence North 35° 22' 33" West, 231.35 feet;
thence North 50° 43' 03" West, 147.67 feet; thence North 2° 12'
14" East, 169.18 feet; thence South 30° 53' 18" East, 204.39
feet; thence South 69° 10' 28" East, 280.0 feet, more or
less, to the Easterly boundary line of the Northwest quarter
of said Section 27 and the end of said road centerline.

Excepting therefrom that portion lying within the bounds of
Parcel One, described herein.

Assessor's Parcel No: 058-200-075