

FORM APPROVED COUNTY COUNSEL 4/13/15
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

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

1113



SUBMITTAL DATE:
 May 19, 2015

FROM: TLMA – Code Enforcement Department

SUBJECT: Statement of Abatement Costs [Case No. CV11-07647]
 Subject Property: 240 Iowa Avenue, Riverside; OGLESBY
 APN: 247-042-020
 District: 2 [\$66,332.83]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Assess the reasonable costs of abatement of a public nuisance (construction without permit – commercial air conditioning unit and illegal Marijuana Dispensary) in the above-referenced matter to be **Sixty Six Thousand Three Hundred Thirty Two Dollars and Eighty Three Cents (US \$66,332.83)**
2. Assess the costs of abatement against the above-described subject property;
3. Authorize the recordation of a notice of abatement lien;
4. Authorize the abatement costs to be added to the tax roll as a special assessment; and
5. Authorize and direct the Code Enforcement Department to take any reasonable actions to collect the amount owed.

Greg Flannery
 GREG FLANNERY
 Code Enforcement Official

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	

SOURCE OF FUNDS: _____
Budget Adjustment: _____
For Fiscal Year: _____

C.E.O. RECOMMENDATION: APPROVE
 BY: *Tina Grande*
 Tina Grande
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: _____ **District:** 2 **Agenda Number:** 9-2

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Statement of Abatement Costs [Case No. CV11-07647]**

Subject Property: 240 Iowa Avenue, Riverside; OGLESBY

APN: 247-042-020

District: 2

DATE: May 19, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

Government Code § 25845, Riverside County Ordinance Nos. 348, 457, and 725 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 June 2, 2014, the Superior Court of California, County of Riverside, issued its "Judgment and Order on County of Riverside's Application For Default Judgment Against Creating A Safe Alternative, a California Non-Profit Mutual Benefit Corporation, a California Corporation, and Nicholas Matthew Oglesby, an Individual" as a result of a lawsuit filed by the County of Riverside in Case No. RIC 1201222 (see attached Exhibit B). The court awarded County of Riverside Costs and attorneys' fees in the amount of forty-one thousand three hundred thirty-two dollars and eighty-three cents (US \$41,332.83) and a civil penalty against Nicholas Matthew Oglesby in the amount of twenty-five thousand dollars (US \$25,000.00). A stipulation for settlement and Permanent Injunction was executed on March 10, 2015, whereby Nicolas Matthew Oglesby agreed to pay the County of Riverside sixty-six thousand three hundred thirty-two dollars and eighty-three cents (US \$66,332.83) via the imposition of a lien and special tax assessment against the Subject Property at 240 Iowa Avenue, Riverside, California, and judgment was entered in favor of the County of Riverside and against Defendants Nicholas Matthew Oglesby, an individual, and Creating A Safe Alternative, a California Non-Profit Mutual Benefit Corporation, a California corporation, on March 16, 2015 (see attached Exhibit C). 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 Abatement Costs 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.

ATTACHMENTS –

(EXHIBITS A – E)

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

FROM: TLMA
Code Enforcement Department
SUBJECT: Statement of Abatement Costs [Case No. CV11-07647]
Subject Property: 240 Iowa Avenue, Riverside; OGLESBY
APN: 247-042-020
District: 2

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

Hearing Date: June 2, 2015

Notice of Hearing Re Stipulation for Settlement and Permanent Injunction
(including Proof(s) of Service and Affidavit(s) of Posting) Exhibit A

Judgment and Order filed 6/2/2014 Exhibit B

Stipulation for Settlement And Permanent Injunction
and Judgment filed 3/17/2015..... Exhibit C

Assessment-Roll for Tax Year 2014/2015
And Geographic Information System, April 2, 2015..... Exhibit D

Lot Book Report Exhibit E

EXHIBIT “A”



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

Greg Flannery
Code Enforcement
Official

DATE 2015

NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS

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

Subject Property: 240 Iowa Avenue, Riverside
Case No.: CV11-07647; OGLESBY
APN: 247-042-020

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors on **Tuesday, June 2, 2015, 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 unpermitted construction – commercial air conditioning unit install without permits and illegal business – marijuana dispensary located on your real property commonly described as 240 Iowa Avenue, Riverside, Riverside County, California and more particularly described as Assessor’s Parcel Number 247-042-020.

Based upon the Judgment and Order filed June 2, 2014 and Stipulation for Settlement and Permanent Injunction and Judgment filed March 17, 2015, the total expense due, including all other fees and costs, for the abatement of the above-described dangerous or injurious condition is Sixty Six Thousand Three Hundred Thirty Two Dollars and Eighty Three Cents, **(US \$66,332.83)**. This amount is immediately due and payable. If you have any objections to the Statement of Abatement Costs attached hereto, you must address your objections to the Board of Supervisors at the hearing. If you have any questions about the attached costs, please contact Senior Officer Michelle Cervantes 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.

We encourage you to contact Code Enforcement at (951) 955-2004 upon receipt of this Notice to discuss the case and attempt to reach a resolution prior to the hearing. If you plan to attend the hearing, please check-in with Code Enforcement staff at 8:30 a.m. on the day of the hearing in the lobby of the first floor annex in front of the Clerk of the Board’s Office.

GREG FLANNERY
CODE ENFORCEMENT OFFICIAL

Hector Viray
Supervising Code Enforcement Officer

RESPONSIBLE OR INTERESTED PARTIES LIST

Subject Property: 240 Iowa Avenue, Riverside; Case No.: CV11-07647
APN: 247-042-020; District 2

NICHOLAS OGLESBY
240 IOWA AVENUE
RIVERSIDE, CA 92507

NICHOLAS OGLESBY
3257 MARKET STREET
RIVERSIDE, CA 92501

JAMES DEAGUILERA
ATTORNEY AT LAW
2068 ORANGE TREE LANE
SUITE 218
REDLANDS, CA 92374

SOCAL MORTGAGE COMPANY
3812 SUPULVEDA BLVD.; SUITE 310
TORRANCE, CA 90505

DENNIS AND SHERYL HUGHES
2207 MARSHALLFIELD LANE, #A
REDONDO BEACH, CA 90278-5015

NICOLAS FIRETAG, ESQ.
GRESHAM SAVAGE NOLAN & TILDEN, PC
3750 UNIVERSITY AVENUE, SUITE 250
RIVERSIDE, CA 92501-3335

DONALD HARTWIG
ATTORNEY AT LAW
LAW OFFICE OF DONALD J HARTWIG
3903 BROCKTON AVE STE 5
RIVERSIDE CA 92501



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

April 23, 2015

RE CASE NO: CV1107647

I, Diana Parra, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
4080 Lemon Street, 9th Floor Riverside, California 92502-1592 Mail Stop #2135 .

That on 04/23/15 at 10:10 a.m., I securely and conspicuously posted Notice of Hearing Re: Statement of Abatement Costs at the property described as:

Property Address: 240 IOWA AVE, RIVERSIDE

Assessor's Parcel Number: 247-042-020

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

Executed on April 23, 2015 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Diana Parra, Code Enforcement Officer

EXHIBIT “B”

MAY 23 2014

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

1 PAMELA J. WALLS, County Counsel (SBN 123446)
2 SOPHIA H. CHOI, Deputy County Counsel (SBN 244378)
3 3960 Orange Street, Suite 500
4 Riverside, California 92501
5 Telephone: (951) 955-6300
6 Facsimile: (951) 955-6363
7 Email: sochoi@co.riverside.ca.us

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 02 2014

J. ALVAREZ

MRC

MAY 27 2014

MFA
JUN 3 2014
R

Attorneys for Plaintiff County of Riverside

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

10 COUNTY OF RIVERSIDE,

11 Plaintiff,

12 v.

13 HAZY COLITAS, A CALIFORNIA NON-
14 PROFIT MUTUAL BENEFIT
15 CORPORATION, a California corporation; et
16 al.

Defendant

Case No. RJC 1201222
Assigned to: Department 6 for Case
Management; Department 11 for Law & Motion

**[PROPOSED] JUDGMENT AND ORDER
ON COUNTY OF RIVERSIDE'S
APPLICATION FOR DEFAULT
JUDGMENT AGAINST CREATING A SAFE
ALTERNATIVE, A CALIFORNIA NON-
PROFIT MUTUAL BENEFIT
CORPORATION, A CALIFORNIA
CORPORATION, AND NICHOLAS
MATTHEW OGLESBY, AN INDIVIDUAL**

Action Filed: January 27, 2012
Trial Date: Not set

19
20 Plaintiff County of Riverside ("County") filed a Verified Complaint against defendants in this case
21 with causes of action for public nuisances, controlled substance abatement under Health and Safety Code
22 section 11570 *et seq.*, and appointment of receiver on January 27, 2012. The County brought the instant
23 action to enjoin the defendants in this case from operating, occupying, using, and maintaining marijuana
24 distribution facilities, and/or owning, leasing, occupying, maintaining, and having charge or possession of
25 property or properties on which marijuana distribution facilities operate, which uses include, but are not
26 limited to, unlawfully selling, serving, storing, keeping, manufacturing, or giving away controlled
27 substances.
28

[PROPOSED] JUDGMENT AND ORDER

1
2 Among others, the County sought to enjoin Defendants Creating A Safe Alternative ("CASA"), a
3 California Non-Profit Mutual Benefit Corporation, a California corporation, and Nicholas Matthew
4 Oglesby ("Oglesby"), an individual ("Defendants"), at the real property located at 240 Iowa Street,
5 Riverside, California 92507 in the unincorporated area of Riverside County, California, further described
6 as Assessor's Parcel No. 247-042-020 (hereinafter the "Property" or the "Dispensary") from the illegal
7 operation of a marijuana dispensary in violation of local, state, and federal law, including, but not limited
8 to, 21 U.S.C. section 841(a)(1) *et seq.*, Health and Safety Code section 11357 *et seq.*, Health and Safety
9 Code section 11570 *et seq.*, Civil Code section 3479 *et seq.*, and Riverside County Code §§ 1.16.020,
10 1.16.110, and 17.12.040.

11 Defendants were properly served with the Summons and Complaint. Proofs of Service on
12 Creating A Safe Alternative, a California Non-Profit Mutual Benefit Corporation and Nicholas Matthew
13 Oglesby were filed on February 28, 2012.

14 The County filed a Request for Entry of Default against each of the Defendants. The Clerk
15 entered default on March 17, 2014 as to both Defendants CASA and Oglesby.

16 The County has concurrently submitted an Application for Separate Judgment Against Remaining
17 Defendants.

18 Pursuant to *Code of Civil Procedure* section 585, subdivision (b), the County submitted an
19 Application for Default Judgment and the Declarations of Sophia H. Choi, Jeffrey V. Dunn, Britt
20 Starkweather, and Nelly Solis in Support of Application for Default Judgment.

21 Upon consideration of the Application for Default Judgment, the declarations, exhibits, and papers
22 in support thereof, the Court enters Judgment in favor of Plaintiff County of Riverside against Defendants
23 as follows:

24
25 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendants Creating A Safe
26 Alternative, a California Non-Profit Mutual Benefit Corporation, a California corporation, and Nicholas
27 Matthew Oglesby, an individual, and their officers, agents, employees, representatives, and all persons
28 acting in concert or participating with them with actual or constructive notice of this injunction, are

1 immediately enjoined from creating, suffering, or permitting the following conditions on the real property
2 located at 240 Iowa Street, Riverside, in the unincorporated area of Riverside County, California, further
3 described as Assessor's Parcel No. 247-042-020 from illegal operating a marijuana dispensary in
4 violation of local, state, and federal law, including, but not limited to, 21 U.S.C. section 841(a)(1) *et seq.*,
5 Health and Safety Code section 11357 *et seq.*, Health and Safety Code section 11570 *et seq.*, Civil Code
6 section 3479 *et seq.*, and Riverside County Code §§ 1.16.020, 1.16.110, and 17.12.040.

7 IT IS FURTHER ORDERED that Defendants and each of them shall pay Plaintiff County's costs
8 of inspection, investigation, and enforcement, including reasonable attorneys' fees pursuant to RCO No.
9 725, Riverside County Ordinances 1.16.070 and 1.16.150, California Code of Civil Procedure section
10 1033.5(a)(10), Civil Code section 3496, and Government Code section 25845. The reasonable costs of
11 abatement and attorneys' fees, pursuant to RCO No. 725, may be imposed as a lien on the real property
12 and collected in the same manner as property taxes, or in any other manner provided by law. Plaintiff
13 shall recover the following:

- 14
15 1. \$9,316.15 in BB&K's attorneys' fees jointly and severally from Defendants Creating A
16 Safe Alternative, a California Non-Profit Mutual Benefit Corporation, a California
17 corporation, and Nicholas Matthew Oglesby, an individual.
- 18 2. \$1,039.29 in BB&K's costs jointly and severally from Defendants Creating A Safe
19 Alternative, a California Non-Profit Mutual Benefit Corporation, a California corporation,
20 and Nicholas Matthew Oglesby, an individual.
- 21 3. \$30,368.99 in County Counsel's attorneys' fees jointly and severally from Defendants
22 Creating A Safe Alternative, a California Non-Profit Mutual Benefit Corporation, a
23 California corporation, and Nicholas Matthew Oglesby, an individual.
- 24 4. \$608.40 in Code Enforcement costs jointly and severally from Defendants Creating A Safe
25 Alternative, a California Non-Profit Mutual Benefit Corporation, a California corporation,
26 and Nicholas Matthew Oglesby, an individual.
27
28

1 The total amount requested in attorneys' fees and costs jointly and severally from Defendants
2 Creating A Safe Alternative, a California Non-Profit Mutual Benefit Corporation, a California
3 corporation, and Nicholas Matthew Oglesby, an individual, is \$41,332.83. This amount may be imposed
4 as a lien on the Property and collected in the same manner as property taxes, or in any other manner
5 provided by law.

6 IT IS FURTHER ORDERED that the Defendants Creating A Safe Alternative, a California Non-
7 Profit Mutual Benefit Corporation, a California corporation, and Nicholas Matthew Oglesby, an
8 individual, each shall pay Plaintiff County \$25,000 as a civil penalty pursuant to Health & Safety Code
9 section 11581(b)(2). As there are two Defendants, the total amount of civil penalties ordered is
10 \$50,000.00. This may be imposed as a lien on the real properties of Defendants and collected in the same
11 manner as property taxes, or in any other manner provided by law.

12 The total amount ordered is \$91,332.83, which is the total of \$41,332.83 in attorneys' fees and
13 costs and \$50,000.00 in civil penalties. Defendants Creating A Safe Alternative, a California Non-Profit
14 Mutual Benefit Corporation, a California corporation, and Nicholas Matthew Oglesby, an individual, are
15 jointly and severally liable for the \$41,332.83 in attorneys' fees and costs. Defendants Creating A Safe
16 Alternative, a California Non-Profit Mutual Benefit Corporation, a California corporation, and Nicholas
17 Matthew Oglesby, an individual, are each liable for \$25,000 in civil penalties.

18 IT IS FURTHER ORDERED that a receiver shall be appointed pursuant to Code of Civil
19 Procedure section 564(b)(9), as has been prayed for in the County's complaint, as well as Code of Civil
20 Procedure section 564(b)(3) to carry this default judgment into effect. The appointment of a receiver shall
21 also be pursuant to Health and Safety Code section 17980.7.

22 Dated: 5/30, 2014


JUDGE OF THE SUPERIOR COURT

Gordon Burkhart

23 SHC/nlr

24 G:\Litigation\SC\MARIJUANA LITIGATIONS\ (PFS) COR v. Hazy Colitas - RIC1201222\PLEADINGS\DEFAULTS\Applet for Default CASA
25 Oglesby\CASA proposed judgment.docx

DOC # 2014-0230168

06/23/2014 04:05P Fee:NC

Page 1 of 4

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

PAMELA J. WALLS,
COUNTY COUNSEL (SBN 123446)

AND WHEN RECORDED MAIL TO:

SOPHIA H. CHOI, DEPUTY COUNTY
COUNSEL (SBN 244378)
3960 ORANGE STREET, STE. 500
RIVERSIDE, CA 92501

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Title of Document

ABSTRACT OF JUDGMENT - CIVIL AND SMALL CLAIMS
(FEE EXEMPT PURSUANT TO GOVERNMENT CODE SECTION 27383)

TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:
PAMELA J. WALLS, County SBN: 123446
SOPHIA H. CHOI, Deputy County Counsel SBN 244378
3960 Orange Street, Suite 500
Riverside, CA 92501

ph: 951-955-6300 fax: 951-955-6363
e-mail: SOChoi@co.riverside.ca.us

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD



2014-0230168
06/23/2014 04:05P
2 of 4

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 4050 Main Street

MAILING ADDRESS: P.O. Box 431

CITY AND ZIP CODE: Riverside, 92501

BRANCH NAME: Riverside Historic Courthouse

FOR RECORDER'S USE ONLY

PLAINTIFF: COUNTY OF RIVERSIDE

CASE NUMBER:
RIC 1201222

DEFENDANT: HAZY COLITAS, ET AL.

FOR COURT USE ONLY

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:
a. Judgment debtor's

Name and last known address
NICHOLAS MATTHEW OGLESBY
240 IOWA STREET
RIVERSIDE, CA 92501

b. Driver's license no. [last 4 digits] and state: Unknown
c. Social security no. [last 4 digits]: 3285 Unknown
d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): 240 IOWA STREET RIVERSIDE, CA 92501

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):
COUNTY OF RIVERSIDE
3960 ORANGE STREET, STE. 500
RIVERSIDE, CA 92501

5. Original abstract recorded in this county:
a. Date:
b. Instrument No.:

Date: JUNE 18, 2014

SOPHIA H. CHOI, Deputy County Counsel
(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$91,332.83

10. An execution lien attachment lien is endorsed on the judgment as follows:
a. Amount: \$
b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 06-02-14
b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has
a. not been ordered by the court.
b. been ordered by the court effective until (date):
12. a. I certify that this is a true and correct abstract of the judgment entered in this action.
b. A certified copy of the judgment is attached.



This abstract issued on (date):
JUN 20 2014

Clerk, by , Deputy

PLAINTIFF: COUNTY OF RIVERSIDE	CASE NUMBER: RIC 1201222
DEFENDANT: HAZY COLITAS, ET AL.	

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

17. Name and last known address

NICHOLAS MATTHEW OGLESBY
7780 MARILYN DR.
CORONA, CA 92881

NICHOLAS MATTHEW OGLESBY
3257 MARKET STREET, # 1
RIVERSIDE, CA 92507-1010

Driver's license no. [last 4 digits] and state: Unknown

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]:3285 Unknown

Social security no. [last 4 digits]:3285 Unknown

Summons was personally served at or mailed to (address):
240 IOWA STREET RIVERSIDE, CA 92501

Summons was personally served at or mailed to (address):
240 IOWA STREET RIVERSIDE, CA 92501

18. Name and last known address

19. Name and last known address

NICHOLAS MATTHEW OGLESBY
1756 MOUNTAIN AVE. S
ONTARIO, CA 91762-5911

Creating a Safe Alternative, a California non-profit
Mutual Benefit Corporation
240 IOWA STREET
RIVERSIDE, CA 92501

Driver's license no. [last 4 digits] and state: Unknown

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]:3285 Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):
240 IOWA STREET RIVERSIDE, CA 92501

Summons was personally served at or mailed to (address):
555 CAPITOL MALL, STE. 1000
SACRAMENTO, CA 95814

20. Continued on Attachment 20.



2014-0230168
06/23/2014 04:05P
3 of 4

Attachment Page

The total amount ordered in the Judgment is as follows:

Defendants Creating A Safe Alternative, a California Non-Profit Mutual Benefit Corporation, a California corporation, and Nicholas Matthew Oglesby, an individual, are jointly and severally liable for the \$41,332.83 in attorneys' fees and costs.

Defendants Creating A Safe Alternative, a California Non-Profit Mutual Benefit Corporation, a California corporation, and Nicholas Matthew Oglesby, an individual, are each liable for \$25,000 in civil penalties.

The total amount ordered in the Judgment is \$91,332.83, which is the total of \$41,332.83 in attorneys' fees and costs and \$50,000.00 in civil penalties.



RECORDING REQUESTED BY

GREGORY P. PRIAMOS,
COUNTY COUNSEL (SBN 136766)
AND WHEN RECORDED MAIL DOCUMENT TO:

SOPHIA H. CHOI, DEPUTY COUNTY COUNSEL
(SBN 244378)

STREET
ADDRESS

3960 ORANGE STREET, STE. 500
CITY, STATE &
ZIP CODE
RIVERSIDE, CA 92501

Recorded in Official Records, County of San Bernardino



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK

R Regular Mail

8/07/2014
10:17 AM
FV

Doc#: 2014 - 0286830

Titles: 1 Pages: 5



Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

SPACE ABOVE FOR RECORDER'S USE ONLY

ABSTRACT OF JUDGMENT - CIVIL AND SMALL CLAIMS
(FEE EXEMPT PURSUANT TO GOVERNMENT CODE SECTION 27383)

Title of Document



THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number)
 Recording requested by and return to:
 PAMELA J. WALLS, County SBN: 123446
 SOPHIA H. CHOI, Deputy County Counsel SBN 244378
 3960 Orange Street, Suite 500
 Riverside, CA 92501
 ph: 951-955-6300 fax: 951-955-6363
 e-mail: SOChoi@co.riverside.ca.us

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
 STREET ADDRESS 4050 Main Street
 MAILING ADDRESS P.O. Box 431
 CITY AND ZIP CODE Riverside, 92501
 BRANCH NAME Riverside Historic Courthouse

FOR RECORDER'S USE ONLY

PLAINTIFF: COUNTY OF RIVERSIDE
 DEFENDANT: HAZY COLITAS, ET AL.

CASE NUMBER
 RIC 1201222

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address
 NICHOLAS MATTHEW OGLESBY
 240 IOWA STREET
 RIVERSIDE, CA 92501

b. Driver's license no. [last 4 digits] and state:

Unknown

c. Social security no. [last 4 digits]: 3285

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): 240 IOWA STREET RIVERSIDE, CA 92501

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4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):
 COUNTY OF RIVERSIDE
 3960 ORANGE STREET, STE. 500
 RIVERSIDE, CA 92501

5. Original abstract recorded in this county:

a. Date:
 b. Instrument No.:

Date: JUNE 18, 2014

SOPHIA H. CHOI, Deputy County Counsel

(TYPE OR PRINT NAME)


 (SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
 \$91,332.83

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$
 b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 06-02-14
 b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has
 a. not been ordered by the court.

b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action

b. A certified copy of the judgment is attached.



This abstract issued on (date):

JUN 20 2014

Clerk, by: _____, Deputy

PLAINTIFF: COUNTY OF RIVERSIDE	CASE NUMBER: RIC 1201222
DEFENDANT: HAZY COLITAS, ET AL.	

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

NICHOLAS MATTHEW OGLESBY
7780 MARILYN DR.
CORONA, CA 92881

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]:3285 Unknown

Summons was personally served at or mailed to (address):
240 IOWA STREET RIVERSIDE, CA 92501

17. Name and last known address

NICHOLAS MATTHEW OGLESBY
3257 MARKET STREET, # 1
RIVERSIDE, CA 92507-1010

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]:3285 Unknown

Summons was personally served at or mailed to (address):
240 IOWA STREET RIVERSIDE, CA 92501

18. Name and last known address

NICHOLAS MATTHEW OGLESBY
1756 MOUNTAIN AVE. S
ONTARIO, CA 91762-5911

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]:3285 Unknown

Summons was personally served at or mailed to (address):
240 IOWA STREET RIVERSIDE, CA 92501

19. Name and last known address

Creating a Safe Alternative, a California non-profit
Mutual Benefit Corporation
240 IOWA STREET
RIVERSIDE, CA 92501

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):
555 CAPITOL MALL, STE. 1000
SACRAMENTO, CA 95814

20. Continued on Attachment 20.

Attachment Page

The total amount ordered in the Judgment is as follows:

Defendants Creating A Safe Alternative, a California Non-Profit Mutual Benefit Corporation, a California corporation, and Nicholas Matthew Oglesby, an individual, are jointly and severally liable for the \$41,332.83 in attorneys' fees and costs.

Defendants Creating A Safe Alternative, a California Non-Profit Mutual Benefit Corporation, a California corporation, and Nicholas Matthew Oglesby, an individual, are each liable for \$25,000 in civil penalties.

The total amount ordered in the Judgment is \$91,332.83, which is the total of \$41,332.83 in attorneys' fees and costs and \$50,000.00 in civil penalties.

EXHIBIT “C”

Riverside Superior Court
Date Received: 3/13

1 GREGORY P. PRIAMOS, County Counsel (SBN 136766)
2 KARIN WATTS-BAZAN, (SBN 123439)
3 SOPHIA H. CHOI, (SBN 244378)
4 3960 Orange Street, Suite 500
5 Riverside, CA 92501
6 Telephone: (951) 955-6300
7 Facsimile: (951) 955-6363
8 Email: sochoi@co.riverside.ca.us

9 Attorneys for Plaintiff, County of Riverside

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 17 2015

E. Usher

MAR 24 2015

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

12 COUNTY OF RIVERSIDE,

13 Plaintiff,

14 v.

15 HAZY COLITAS, A CALIFORNIA NON-
16 PROFIT MUTUAL BENEFIT
17 CORPORATION, a California corporation; et
18 al.

19 Defendants,

Case No. RIC 1201222

**STIPULATION FOR SETTLEMENT AND
PERMANENT INJUNCTION AGAINST
DEFENDANTS CREATING A SAFE
ALTERNATIVE, A CALIFORNIA NON-
PROFIT MUTUAL BENEFIT
CORPORATION, A CALIFORNIA
CORPORATION, AND NICHOLAS
MATTHEW OGLESBY, AN INDIVIDUAL,
AND [PROPOSED] JUDGMENT**

Action Filed: January 27, 2012

21 This Stipulation for Settlement and Permanent Injunction (hereinafter "Agreement") is made and
22 entered into by and between Plaintiff County of Riverside ("County") on the one side, and Settling
23 Defendants Creating A Safe Alternative, a California non-profit mutual benefit, a California corporation
24 ("CASA"), and Nicholas Matthew Oglesby ("Oglesby") on the other side (CASA and Oglesby
25 collectively referred to as "Defendants" or "Settling Defendants"). County and Defendants are sometimes
26 individually referred to herein as a Party and collectively referred to herein as the "Parties."

27 This Agreement is made with reference to the following facts:
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RECITALS

A. WHEREAS, County of Riverside is a county organized under the laws of the State of California, with a duty and interest in protecting the public health, safety, and welfare within the county.

B. WHEREAS, "Creating a Safe Alternative, a California Non-Profit Mutual Benefit Corporation, a California Corporation" ("CASA") was a marijuana distribution facility located within the County of Riverside.

C. WHEREAS, "Nicholas Matthew Oglesby" ("Oglesby") is the owner of real property, described as 240 Iowa Street, Riverside, California 92507, parcel number 247-042-020 ("Subject Property"), located within the County of Riverside on which "Creating a Safe Alternative, a California Non-Profit Mutual Benefit Corporation, a California Corporation" ("CASA"), a marijuana dispensary (or distribution facility), was operating.

D. WHEREAS, "Oglesby" was also the operator of the marijuana dispensary known as CASA.

E. WHEREAS, on January 27, 2012, County of Riverside filed a complaint to abate public nuisances, including but not limited to the Oglesby's and CASA's operation of a marijuana distribution facility or facilities within the County of Riverside, in the Superior Court for the State of California, County of Riverside, entitled *County of Riverside v. Hazy Colitas, et al.*, Riverside Superior Court Case Number RIC1201222 (referenced herein as the "Action).

F. WHEREAS, Default Judgment was entered against Oglesby and CASA and filed on June 2, 2014. The total amount ordered in the judgment is \$91,332.83, which is the total of \$41,332.83 in attorneys' fees and costs and \$25,000.00 in civil penalties against each of the two defendants: Oglesby and CASA.

G. WHEREAS, an Order Appointing a Receiver was filed on June 2, 2014 over the Subject Property.

H. WHEREAS, conditions that must be corrected at 240 Iowa Street, Riverside, California, continue to exist and are in violation of land use ordinances set forth in the Riverside County Ordinance ("RCO") codified at Riverside County Code ("RCC"). The descriptions of the violation(s) are set forth below.

I. WHEREAS, County retains the right to take such action as may be permitted by law, including Riverside County Ordinance Nos. 725, 457, 857, 754, and 348, and which County determines to be in the public interest with regard to any events which occur after the execution of this Agreement.

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///

1 J. WHEREAS, RCO No. 725 provides that property in the condition of violating a land use ordinance
2 is a public nuisance, and further provides that the County may recover its costs and fees related to the abatement of
3 that condition, and also impose administrative citations and civil penalties. (RCO No. 725, Sections 2, 7, 8, 11.)

4 K. WHEREAS, an Abstract of Judgment was recorded in the County of Riverside on June 23, 2014
5 with DOC# 2014-0230168 against Nicholas Matthew Oglesby.

6 L. WHEREAS, there are unpermitted items on Subject Property in violation of Riverside County
7 ordinances, including: (1) 500 gallon propane tank and gas lines, (2) 20 feet by 70 feet carport, (3) electrical wiring
8 and service box/electric panel, (4) plumbing, (5) wrong iron fence and concertina/barb wires, (6) central air
9 conditioning units, (7) interior partitions/room addition, (8) shipping container, and (9) excavation. Attached as
10 Exhibit "A" is a true and correct copy of the building plan with the unpermitted items marked in red provided by
11 Supervising Code Enforcement Officer Hector Viray on March 4, 2015.

12 The Parties desire to fully and finally settle and compromise the Action and all claims, demands, liabilities,
13 actions, and/or causes of action of any nature or sort, liquidated or unliquidated, known or unknown, between them,
14 relating to the subject matter of this action (collectively, the "Claims"), upon the terms and conditions hereinafter
15 set forth.

16 AGREEMENT

17 The Parties, in consideration of the respective covenants, representations, conditions, promises and
18 undertakings contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of
19 which are hereby acknowledged, incorporating the foregoing recitals, agree as follows:

- 20
- 21 1. Stipulation for Settlement and Permanent Injunction and Order and Final Judgment. In
22 consideration for the final settlement of the Action, the Parties agree to stipulate for Settlement and
23 Permanent Injunction, and thereby a Judgment, in favor of County and against the Settling
24 Defendants and a permanent injunction enjoining the Settling Defendants from knowingly and
25 intentionally operating, conducting, allowing, permitting, assisting, inhabiting, leasing, renting, or
26 otherwise using or granting authority to use the Subject Property or any property located in the
27 County of Riverside as a marijuana dispensary, cooperative, collective, operation, establishment,
28 provider, or distribution facility in violation of the County of Riverside Ordinances and/or Codes,

1 State law, or Federal law, or otherwise possessing, cultivating, or distributing marijuana within the
2 County of Riverside. Because the Judgment is being entered with the consent and approval of the
3 Settling Defendants pursuant to the terms of this Agreement, the Settling Defendants hereby waive
4 any and all rights it may have to appeal that Judgment. A judgment, in the form of a permanent
5 injunction, in the above-entitled action, shall be entered in favor of the County of Riverside and
6 against Settling Defendants without further court hearing.

7
8 2. Motion to Set Aside Default To Be Taken Off Calendar. Upon execution of this Agreement,
9 Oglesby and CASA, through their legal counsel, shall withdraw and take off calendar, within seven
10 (7) days of execution of this Agreement, the Motion to Set Aside Default (C.C.P. § 473);
11 Memorandum of Points and Authorities in Support of Motion to Set Aside Default filed on
12 September 15, 2014 on behalf of Defendants in the case of *County of Riverside v. Hazy Colitas, et*
13 *al.* with case number RIC 1201222 in the Superior Court of California, County of Riverside.

14 3. Compliance with Riverside County Ordinances. Oglesby shall, at Oglesby's sole cost and expense,
15 remedy all of the existing Code violations and substandard conditions currently existing at 240
16 Iowa Street, Riverside, California, including but not limited to: (1) 500 gallon propane tank and gas
17 lines, (2) 20 feet by 70 feet carport, (3) electrical wiring and service box/electric panel, (4)
18 plumbing, (5) wrong iron fence and concertina/barb wires, (6) central air conditioning units, (7)
19 interior partitions/room addition, (8) shipping container, and (9) excavation. Oglesby shall
20 comply with Riverside County Ordinances, particularly abatement of the violations set forth below,
21 within the specified deadline dates, but ceasing the violating use and legally removing the violating
22 items and/or structures or abating the violations by applying for and obtaining permits and/or
23 approval from the County and bringing the Subject Property into compliance with all Riverside
24 County Ordinances by taking all steps necessary to the satisfaction of the County to legally permit
25 any remaining structures and/or conditions.

26 Specifically, the following unpermitted items or structures shall be removed by Oglesby within
27 forty five (45) days of execution of this Agreement:
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- (1) 500 gallon propane tank and gas lines
- (2) 20 feet by 70 feet carport
- (3) Electrical wiring and service box/electrical panel
- (4) Plumbing
- (5) Wrought iron fence and concertina/barb wires
- (6) Central air conditioning units
- (7) Interior partitions/room addition
- (8) Shipping container

As for the unpermitted excavation, Oglesby shall apply for and obtain permits from the County within forty five (45) days of execution of this Agreement. Upon obtaining the proper permits, Oglesby shall complete the work and arrange for inspections from the County and be in compliance with all Riverside County Ordinances within ninety days (90) of the date of the issuance of the permit.

Attached as Exhibit "A" is a true and correct copy of the building plan with the unpermitted items marked in red provided by Supervising Code Enforcement Officer Hector Viray on March 4, 2015.

- 4. Entry and Inspection. Oglesby authorizes the County to enter upon the Subject Property to inspect for compliance with this Agreement between the hours of 8:00 a.m. and 6:00 p.m. of any weekday, and additional hours until 10:00 p.m. on Fridays through Sundays during the forty five (45) days after execution of this Agreement and up to the ninety (90) days after obtaining the proper permits for the unpermitted excavation.
- 5. Payment of Fees / Costs. As Authorized by Riverside County Ordinance Number 725 and as ordered in the Judgment and Order on County of Riverside's Application for Default Judgment Against Creating A Safe Alternative, a California non-profit mutual benefit corporation, a California corporation, and Nicholas Matthew Oglesby, an individual, filed on June 2, 2014 in the case of *County of Riverside v. Hazy Colitas, et al.* and case number RIC 1201222 in the Superior Court of the State of California, County of Riverside, Oglesby agrees to pay the County Sixty Six Thousand Three Hundred and Thirty Two Dollars and Eighty Three Cents (\$66,332.83), which is the total of Forty One Thousand Three Hundred and Thirty Two Dollars and Eighty Three Cents

1 (\$41,332.83) in attorneys' fees and costs and Twenty Five Thousand Dollars (\$25,000.00) in civil
2 penalties as against Oglesby only. This amount of Sixty Six Thousand Three Hundred and Thirty
3 Two Dollars and Eighty Three Cents (\$66,332.83) shall be paid through the County via an
4 imposition of a lien and special tax assessment against the Subject Property.

5 6. Notice of Breach. Should Defendants breach the Agreement, the County shall give written notice
6 and opportunity to cure, by mail, to Defendants c/o Law Office of Donald J. Hartwig, 3903
7 Brockton Avenue, Suite 5, Riverside, California 92501. After fifteen (15) days of mailing the
8 notice, if Defendants have not cured the breach, Defendants will be in default of this Agreement.

9 7. Successors and Assigns. This Agreement and all terms, conditions, and obligations contained
10 herein, including, but not limited to, the release of Claims set forth herein, are binding upon and
11 inure to the benefit of any assigns and successors-in-interest of the Parties. Each of the Parties
12 represents and warrants that none of the Claims or causes of action being released herein has been
13 transferred, assigned, or otherwise conveyed to any other person or entity, and each of the Parties is
14 the holder of the Claims being released.

15 8. Waiver of Attorneys Fees. Excepting any action to enforce this Agreement as provided for in
16 paragraph 10, and except as specifically provided for in this Agreement, CASA and Oglesby agree
17 to waive all attorneys' fees incurred in the Action to date and for the remainder of the Action.
18 County shall not be liable to Settling Defendants or their spouse, agent, representative, heirs,
19 successor in interest or any person acting on its behalf or in its stead for attorneys' fees incurred in
20 the Action.

21 9. Representations. Each Party further represents and warrants, as to itself, but not as to any other
22 Party, as follows:

- 23 (a) Each Party shall execute all further and additional documents as shall be reasonable,
24 convenient, necessary or desirable to carry out the provisions of this Agreement.
25 (b) By signing this Agreement, each party represents and warrants that such Party has
26 carefully read this Agreement, that the contents hereof are known and understood by such
27 Party, and that this Agreement is signed freely by such Party.
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- (c) Each corporate Party executing this Agreement represents and warrants that it has the full right and authority to enter into this Agreement, and the officer, agent, or other representative executing this Agreement on its behalf has the full right and authority to fully commit and bind such corporate Party to this Agreement.
- (d) Each Party is the sole and lawful owner of all the right, title, and interest in and to every Claim and other matter that each such Party releases herein, and that each such Party has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, or entity any Claims or other matters herein released.
- (e) Each Party has received independent legal advice from attorneys of such Party's choice with respect to the advisability of executing this Agreement and the releases provided for herein, and prior to the execution of this Agreement by each Party, that Party's attorney, if any, reviewed this Agreement and discussed the Agreement with such Party, and the Party has made all desired changes.
- (f) Except as expressly stated in this Agreement, each Party represents and warrants that it has not made any statement or representation to any other Party regarding any facts relied upon by said other Party in entering into this Agreement, and each Party specifically does not rely upon any statement, representation, or promise of any other Party in executing this Agreement or in making the settlement provided for herein, except as expressly stated in this Agreement.
- (g) Each Party and its attorney(s), if any, has had a full and fair opportunity to investigate and evaluate the transactions, documents, facts, circumstances, and disputes out of which this Agreement arises prior to entering into this Agreement, and each Party hereto and their respective attorney(s), if any, have made such investigation of the facts pertaining to this Agreement, and all of the matters appertaining thereto, as they deems necessary.
- (h) The terms of this Agreement are contractual and not a mere recital.
- (i) By signing this Agreement, each Party represents and warrants that such Party has carefully read this Agreement, that the contents hereof are known and understood by such Party, and that this Agreement is signed freely by such Party.

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(j) Each Party executing this Agreement in a representative capacity represents and warrants that it is empowered to do so.

(k) The Parties, and each of them, represent and warrant to the others that they execute this Agreement with full knowledge of any and all rights which they may have by reason of any of the matters described herein and they have received herein. Each Party hereby further assumes the risk of mistake of fact in connection with the true facts involved in connection with the matters described herein, and with respect to any facts which are now unknown to them relating thereto, and agrees that this Agreement shall be in all respects enforceable and not subject to termination or rescission by any such difference in facts.

10. Attorney's Fees. Should any Party hereto institute any legal action or proceedings to enforce any provisions hereto or for damages by reason of any alleged breach of any provision of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all of its costs and expenses, including, without limitation, reasonable attorney's fees, court costs, and disbursements actually and reasonably incurred in connection with said proceeding.

11. This Agreement is intended to be and is final and binding on the Parties, regardless of any claims of misrepresentations or mistake of law or fact.

12. California Civil Code Section 1542 Waiver. With respect to the released Claims set forth herein, Defendants acknowledge that they have been advised by legal counsel and are familiar with the provisions of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Defendants, being aware of said code section, hereby expressly waive any rights they may have thereunder, as well as under any other statutes or common law principles or similar effect pertaining to the released claims.

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13. No Admission, Waiver, Consent or Acquiescence. This Agreement is executed pursuant to a compromise and settlement entered into by each of the Parties hereto without any admission or waiver of liability to each other, but solely for the purpose of avoiding costly litigation on disputed claims pertaining to the Agreement and avoiding further uncertainty, controversy, and legal expense. Without limiting the foregoing, neither the settlement of the dispute nor any consideration provided by any Party, nor anything contained in this Agreement, shall be taken or construed to be an inference or admission, consent, waiver, responsibility, or acquiescence by either of the Parties or as evidencing or indicating in any degree the truth or correctness of any rights, laws, claims or defenses asserted in the Action. Additionally, neither this Agreement as a whole or any part hereto shall be construed as indicating an absence of duty or liability by any Party.

14. Enforcement of Settlement: The Parties agreed that this Agreement is entered into pursuant to California Code of Civil Procedure Section 664.6, and that the Court in which the Action is now pending may retain jurisdiction over the parties to enforcement this Agreement and the terms of this Agreement until performance in full of the terms of the Agreement, including entry and enforcement of the Order and Judgment or any appropriate orders upon motion of any Party pursuant to the terms of the Agreement and California Code of Civil Procedure Section 664.6.

15. Choice of Law/Venue. This Agreement shall be governed by and construed under the laws of the State of California. If any provision of this Agreement is invalid or contravenes California law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions. Nothing contained herein shall be construed so as to require the commission of any acts contrary to law, and wherever there is a conflict between any provisions of this Agreement and any present or future statute, law, ordinance, or regulation, the former shall be curtailed and limited only to the extent necessary to make it comply with such statute, law, ordinance, or regulation. Any action arising out of this Agreement, or the matters addressed herein, shall be brought within the Superior Court of California, County of Riverside.

16. Integrated Agreement. This Agreement and the Exhibits attached hereto constitute a single integrated written contract expressing the entire agreement of the Parties. There are no other agreements, written or oral, express or implied, between the Parties, and/or their successors and

1 assigns, with respect to the matters released herein, except the Agreement set forth herein. Each
2 Party to this Agreement has substantial experience with the subject matter of this Agreement and
3 each has fully participated in the negotiation and drafting of this Agreement and has been advised
4 by counsel of its choice with respect to the subject matter hereof. Accordingly, this Agreement
5 shall be construed without regard to the rule that ambiguities in a document are to be construed
6 against the drafter.

7 17. Section Headings. The section headings contained in the Agreement are for convenience only and
8 shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

9 18. Gender and Number. Within this Agreement, words of any gender shall be held and construed to
10 include any other gender, and words in the singular number shall be held and construed to include
11 plural, unless the context otherwise requires.

12 19. Counterpart Execution and Facsimile Signature. This Agreement may be executed in multiple
13 counterparts, each of which shall be deemed to be an original and all of which together shall
14 constitute one document. The Agreement may be executed by facsimile signature, and any such
15 facsimile signature by any Party hereto shall be deemed to be an original signature and thereby
16 shall be binding on such Party to the same extent as if such facsimile signature were an original
17 signature.

18 20. Severability. If any material portion of this Agreement is held to be unenforceable by a court of
19 competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

20 21. Amendments. This Agreement may be amended only by written agreement signed by all of the
21 Parties hereto, or their respective successors or assigns.

22 22. This Agreement shall be effective upon execution by the court of the Judgment maintaining
23 jurisdiction over this Agreement.

24 23. Upon entry of the Judgment, the Parties may enforce the Judgment in any manner authorized under
25 the provisions of the Code of Civil Procedure or any other applicable law.

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IN WITNESS WHEREOF, this Agreement is executed in the dates set forth below.

AGREED TO AND ACCEPTED BY:

Settling Plaintiff:

Dated: MARCH 10, 2015

County of Riverside

By: [Signature]

Name: GREG FLANNERY

Title: CODE ENFORCEMENT OFFICIAL

AGREED TO AND ACCEPTED BY:

Settling Defendant:

Dated: _____, 2015

Nicholas Matthew Oglesby

By: _____

Name: _____

Position: _____

AGREED TO AN ACCEPTED BY:

Settling Defendant:

Dated: _____, 2015

Creating A Safe Alternative, a California non-profit mutual benefit corporation, a California corporation

By: _____

Name: _____

Position: _____

SC:sk
3/9/15

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1 IN WITNESS WHEREOF, this Agreement is executed in the dates set forth below.

2 AGREED TO AND ACCEPTED BY:

3 Settling Plaintiff:

4 Dated: _____, 2015

County of Riverside

5 By: _____

6 Name: _____

Title: _____

7 AGREED TO AND ACCEPTED BY:

8 Settling Defendant:

9 Dated: 39, 2015

Nicholas Matthew Oglesby

10 By: [Signature]

11 Name: NICHOLAS OGLESBY

12 Position: _____

13 AGREED TO AN ACCEPTED BY:

14 Settling Defendant:

15 Dated: 39, 2015

16 **Creating A Safe Alternative, a California non-profit mutual
benefit corporation, a California corporation**

17 By: [Signature]

18 Name: NICHOLAS OGLESBY

19 Position: DIRECTOR

26 SC:ak
3/9/15
27 G:\Litigation\SC\MARIJUANA LITIGATIONS\PPS COR. v. Hazy Colitas - RIC1201222\SETTLEMENT AGREEMENTS\Oglesby (CASA)\Stipulation for settlement Oglesby FINAL.docx

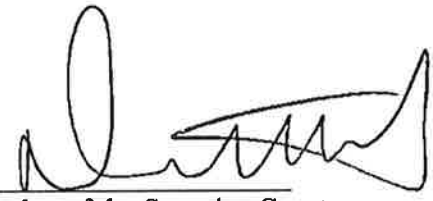
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JUDGMENT
Superior Court Case Number RIC 1201222

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that this court, pursuant to Code of Civil Procedure Section 664.6, shall maintain jurisdiction over the terms and provisions of the foregoing Stipulation for Settlement. This court shall retain jurisdiction to enforce the Judgment.

Judgment is hereby entered in favor of Plaintiff County of Riverside and against Defendants Nicholas Matthew Oglesby, an individual, and Creating A Safe Alternative, a California Non-Profit Mutual Benefit Corporation, a California corporation, in accordance with the terms and provisions of the foregoing Stipulation for Settlement.

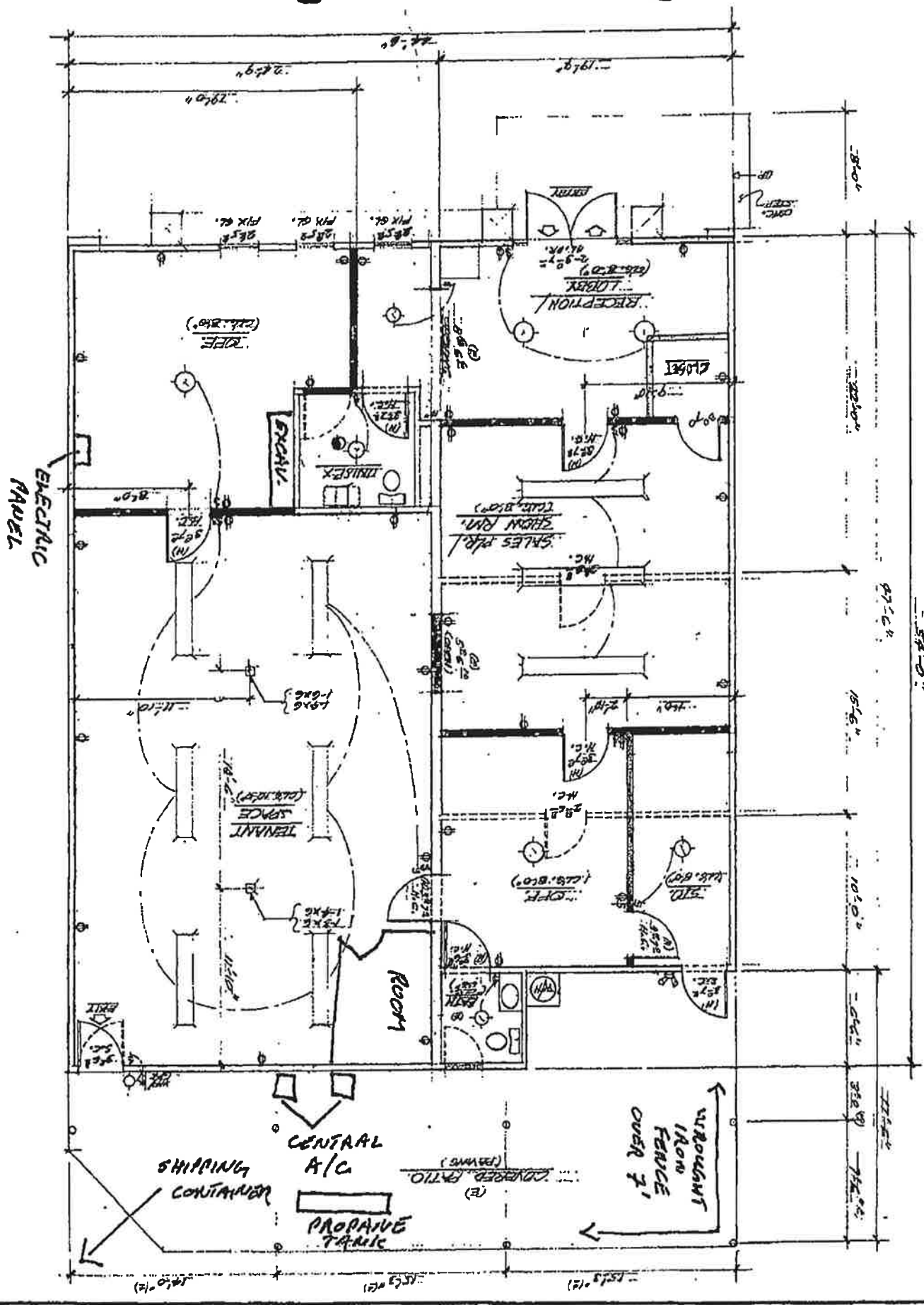
Dated: 3-16, 2015



Judge of the Superior Court

Daniel A. Ottolia

Exhibit A



CARPORT

EXHIBIT “D”

Assessment Roll For the 2014-2015 Tax Year as of January 1,2014

Assessment #247042020-1		Parcel # 247042020-1	
Assessee:	OGLESBY NICHOLAS	Land	57,481
Mail Address:	3257 MARKET ST	Structure	53,300
City, State Zip:	RIVERSIDE CA 92501	Full Value	110,781
Real Property Use Code:	C1	Total Net	110,781
Base Year	2012		
Conveyance Number:	0050012		
Conveyance (mm/yy):	2/2011		
PUI:	C010020		
TRA:	88-044		
Taxability Code:	0-00		
ID Data:	Lot 46MB 007/033 SB EAST RIVERSIDE		
Situs Address:	240 IOWA AVE RIVERSIDE CA 92507		





Riverside County Parcel Report

APN 247-042-020

[Disclaimer](#)

Report Date: Thursday, April 02, 2015



APN	<u>247-042-020-1</u>	Supervisorial District 2011	JOHN TAVAGLIONE, DISTRICT 2
		Supervisorial District 2001	MARION ASHLEY, DISTRICT 5
Previous APN	120700376	Township/Range	T2SR4W SEC 7
Owner Name	NICHOLAS OGLESBY	Elevation Range	916 - 916
Address	240 IOWA AVE RIVERSIDE, CA 92507	Thomas Bros. Map Page/Grid	PAGE: 646 GRID: B6
Mailing Address	3257 MARKET ST RIVERSIDE CA, CA 92501	Indian Tribal Land	Not in Tribal Land
Legal Description	Recorded Book/Page: <u>MB 7/33</u> Subdivision Name: EAST RIVERSIDE Lot/Parcel: 46 Block: Not Available Tract Number: Not Available	City Boundary/Sphere	Not within a City Boundary City Sphere: RIVERSIDE Annexation Date: Not Applicable No LAFCO Case # Available Proposals: Not Applicable
Lot Size	Recorded lot size is 0.18 acres	March Joint Powers Authority	NOT WITHIN THE JURISDICTION OF THE MARCH JOINT

			POWERS AUTHORITY
Property Characteristcs	No Property Description Available	County Service Area	In or partially within HIGHGROVE #126 - Landscaping Police
Specific Plans	Not within a Specific Plan	Historic Preservation Districts	Not in an Historic Preservation District
Land Use Designations	CR	Agricultural Preserve	Not in an agricultural preserve
General Plan Policy Overlays	Not in a General Plan Policy Overlay Area	Redevelopment Areas	PROJECT AREA NAME: I-215 Corridor SUBAREA NAME: Highgrove AMENDMENT NUMBER: 0 ADOPTION DATE: 1986-12-23 ACREAGE: 270.58 ACRES
Area Plan (RCIP)	Highgrove	Airport Influence Areas	Not in an Airport Influence Area
General Plan Policy Areas	HIGHGROVE COMMUNITY POLICY AREA	Airport Compatibility Zones	Not in an Airport Compatibility Zone
<u>Zoning Classifications (ORD. 348)</u>	Zoning: C-P-S CZNumber: 6350	Zoning Districts and Zoning Areas	UNIVERSITY, DIST
<u>Zoning Overlays</u>	Not in a Zoning Overlay	Community Advisory Councils	HIGHGROVE(MAC)
<u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Plan Area</u>	NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Plan Area	WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Cell Group	Not in a Cell Group
CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Conservation Area	Not in a Conservation Area	WRMSHCP Cell Number	None
CVMSHCP Fluvial Sand Transport Special Provision	Not in a Fluvial Sand Transport Special Provision Area	HANS/ERP (Habitat Acquisition and Negotiation)	None

Areas		Strategy/Expedited Review Process)	
<u>WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Plan Area</u>	None	Vegetation (2005)	Developed or Disturbed Land
High Fire Area (Ord. 787)	Not in a High Fire Area	Fire Responsibility Area	Not in a Fire Responsibility Area
<u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Fee Area (Ord 875)</u>	NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Fee Area	RBBD (Road & Bridge Benefit District)	Not in a District
WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Fee Area (Ord. 810)	IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION	DIF (Development Impact Fee Area Ord. 659)	HIGHGROVE/NORTHSIDE
Western TUMF (Transportation Uniform Mitigation Fee Ord. 824)	IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. CENTRAL	SKR Fee Area (Stephen's Kagaroo Rat Ord. 663.10)	In or partially within an SKR Fee Area
Eastern TUMF (Transportation Uniform Mitigation Fee Ord. 673)	NOT WITHIN THE EASTERN TUMF FEE AREA	DA (Development Agreements)	Not in a Development Agreement Area
Circulation Element Ultimate Right-of-Way	Not in a Circulation Element Right-of-Way	Road Book Page	44A
		Transportation Agreements	Not in a Transportation Agreement
		CETAP (Community and Environmental Transportation Acceptability Process) Corridors	Not in a CETAP Corridor
Flood Plan Review	Not Required	Watershed	SANTA ANA RIVER

Water District	WMWD	California Water Board	None
Flood Control District	RIVERSIDE COUNTY FLOOD CONTROL DISTRICT		
Fault Zone	Not in a Fault Zone	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.
Faults	Not within a 1/2 mile of a Fault		
Liquefaction Potential	Low		
Subsidence	Susceptible		

School District	RIVERSIDE UNIFIED	Tax Rate Areas 088044 COUNTY FREE LIBRARY COUNTY SERVICE AREA 126 COUNTY STRUCTURE FIRE PROTECTION COUNTY WASTE RESOURCE MGMT DIST CSA 152 FLOOD CONTROL ADMINISTRATION FLOOD CONTROL ZN 1 FLOOD CONTROL ZONE 1 GENERAL GENERAL PURPOSE METRO WATER WEST N.W. MOSQUITO & VECTOR CONT DIST PROJECT 5- HIGHGROVE RIV CO REG PARK & OPEN SPACE RIV. CO. OFFICE OF EDUCATION RIVERSIDE CITY COMMUNITY COLLEGE RIVERSIDE CORONA RESOURCE CONSER RIVERSIDE UNIFIED SCHOOL WESTERN MUNICIPAL WATER
Communities	High Grove	
Lighting (Ord. 655)	Not Applicable	
2010 Census Tract	042300	
Farmland	URBAN-BUILT UP LAND	
Special Notes	No Special Notes	

Building Permits

Case #	Description	Status
323107	CONV TO UNDERGROUND ELECTRIC	FINALED
BSN110040	SIGN FOR CASA STORE	FINAL
BTI070108	TI-FOR LADY COOL STUFF -FACADE IMPROVEMENT ONLY	VOID
BTI080112	RESTAURANT-TAQUERIA NUNO 2007 CBC	EXPIRED
BTI110021	TENANT IMPROVEMENT & OCCUPANCY FOR 'CASA RETAIL'	FINAL
BZ225385	ELECTRIC FOR WAREHOUSE	FINAL

Environmental Health Permits

Case #	Description	Status
No Environmental Health Permits	Not Applicable	Not Applicable

Planning Cases

Case #	Description	Status
PP23510	RESTAURANT AND ADMINISTRATIVE BLDG	APPROVED
PP24952	FACADE IMPROVEMENT AND SIGNAGE/ EDA PROJECT	APPROVED
PP24952S1	EXTEND CHAINLINK FENCE TO FRONT PL COMMERCIAL	APPROVED

Code Cases

Case #	Description	Status
CV1404131	NEIGHBORHOOD ENFORCEMENT	OPEN

EXHIBIT “E”



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

Updated Lot Book

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street
 Riverside CA 92501

Attn: Brent Steele
 Reference: CV1107647/Mary Ortiz
 IN RE: OGLESBY, NICHOLAS

Property Address: 240 Iowa Ave.
 Riverside CA 92507

Order Number: **31923**

Order Date: 8/14/2014
 Dated as of: 8/11/2014

County Name: Riverside

FEE(s):
 Report: \$60.00

RZ Title Reporting Service hereby reports, as disclosed by the Official Records of the Recorder of said County as of the date shown above, that subsequent to the date of the original report that (i) No document in the chain of title to said land has been recorded purporting to convey the fee title to said land, and (ii) No encumbrances affecting said land have been recorded nor has a homestead been executed on said land, and (iii) No encumbrances affecting said land on the date of the original report have been released or reconveyed.

All exceptions are as follows:

Assessor's Parcel No. : 247-042-020-1

Assessments:	Land Value:	\$57,222.00
	Improvement Value:	\$53,060.00
	Exemption Value:	\$0.00
	Total Value:	\$110,282.00

Property Taxes for the Fiscal Year	2013-2014
First Installment	\$664.93
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2014)
Second Installment	\$664.93
Penalty	\$103.98
Status	NOT PAID-DELINQUENT[
Prior Delinquencies for tax defaulted year(s)	2013
Redemption Amount	\$824.55
If paid by	08/31/2014
Redemption Amount	



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

Order Number: 31923
Reference: CV1107647/Mary

If paid by

A Release Recorded:	04/19/2013
Document No.	2013-0184847
of a Lien Recorded	04/04/2011
Document No.	2011-0146952
Abstract of Judgment Filed in the	Superior Court of California, County of Riverside - Riverside Historic Courthouse
Case No.	RIC 1201222
Recorded	06/23/2014
Document No.	2014-0230168
Amount	\$91,332.83
Debtor	Nicholas Matthew Oglesby, et al
Creditor	County of Riverside
Document Type	Order Appointing A Receiver
Document No.	2014-0211357
Recorded	06/09/2014
Document Type	Certificate of Receiver's Lien
Document No.	2014-0218654
Recorded	06/13/2014

NO OTHER EXCEPTIONS

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
SACRAMENTO CA 95812-2952

And When Recorded Mail to

SPECIAL PROCEDURES SECTION
PO BOX 2952
SACRAMENTO CA 95812-2952

DOC # 2013-0184847
04/19/2013 08:00A Fee:23.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder



STATE OF CALIFORNIA
FRANCHISE TAX BOARD

M
026

LIEN RELEASE NOTICE

The Franchise Tax Board (FTB) of the State of California hereby releases the lien listed below (Government Code Section 7174). FTB authorizes the undersigned to execute this release in its name.

Certificate Number : 11081316917
Recorded Against : NICHOLAS M OGLESBY

:
:
:
:
:

FTB Account Number : 1215289624
Social Security Number (s) : XXX-XX-3285
Corporate Number :
FEIN :
Recorded With : RIVERSIDE
Lien Recorded : 04/04/2011
Document No./Book No. : 2011-0146952
Page :

DATED: 04/09/13

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By:

Authorized facsimile signature.

FTB 2730 ARCS (REV 03-2011)

DOC # 2014-0230168

06/23/2014 04:05P Fee:NC

Page 1 of 4

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

PAMELA J. WALLS,
COUNTY COUNSEL (SBN 123446)

AND WHEN RECORDED MAIL TO:

SOPHIA H. CHOI, DEPUTY COUNTY
COUNSEL (SBN 244378)
3960 ORANGE STREET, STE. 500
RIVERSIDE, CA 92501

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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508

Title of Document

ABSTRACT OF JUDGMENT - CIVIL AND SMALL CLAIMS
(FEE EXEMPT PURSUANT TO GOVERNMENT CODE SECTION 27383)

TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

ACR 238 (Rev. 03/2008)

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:
PAMELA J. WALLS, County SBN: 123446
SOPHIA H. CHOI, Deputy County Counsel SBN 244378
3960 Orange Street, Suite 500
Riverside, CA 92501

ph: 951-955-6300 fax: 951-955-6363
e-mail: SOChoi@co.riverside.ca.us

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD



2014-0230168
06/23/2014 04:05P
2 of 4

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 4050 Main Street

MAILING ADDRESS: P.O. Box 431

CITY AND ZIP CODE: Riverside, 92501

BRANCH NAME: Riverside Historic Courthouse

FOR RECORDER'S USE ONLY

PLAINTIFF: COUNTY OF RIVERSIDE

CASE NUMBER:
RIC 1201222

DEFENDANT: HAZY COLITAS, ET AL.

FOR COURT USE ONLY

ABSTRACT OF JUDGMENT—CIVIL Amended
AND SMALL CLAIMS

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

NICHOLAS MATTHEW OGLESBY
240 IOWA STREET
RIVERSIDE, CA 92501

b. Driver's license no. [last 4 digits] and state:

c. Social security no. [last 4 digits]: 3285

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): 240 IOWA STREET RIVERSIDE, CA 92501

Unknown
 Unknown

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):
COUNTY OF RIVERSIDE
3960 ORANGE STREET, STE. 500
RIVERSIDE, CA 92501

5. Original abstract recorded in this county:

a. Date:
b. Instrument No.:

Date: JUNE 18, 2014

SOPHIA H. CHOI, Deputy County Counsel
(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$91,332.83

10. An execution lien attachment lien is endorsed on the judgment as follows:

7. All judgment creditors and debtors are listed on this abstract.

a. Amount: \$
b. In favor of (name and address):

8. a. Judgment entered on (date): 06-02-14

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.
b. been ordered by the court effective until (date):



This abstract issued on (date):

JUN 20 2014

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.

Clerk, by _____, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
EJ-001 (Rev. January 1, 2009)

ABSTRACT OF JUDGMENT—CIVIL
AND SMALL CLAIMS

Page 1 of 2
Code of Civil Procedure, §§ 488.480,
674, 700.190
Westlaw Doc & Form Builder

PLAINTIFF: COUNTY OF RIVERSIDE	CASE NUMBER: RIC 1201222
DEFENDANT: HAZY COLITAS, ET AL.	

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):
14. Judgment creditor (name and address):
15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

- | | |
|---|--|
| <p>16. Name and last known address</p> <p>NICHOLAS MATTHEW OGLESBY
7780 MARILYN DR.
CORONA, CA 92881</p> <p>Driver's license no. [last 4 digits] and state: <input checked="" type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: 3285 <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):
240 IOWA STREET RIVERSIDE, CA 92501</p> | <p>17. Name and last known address</p> <p>NICHOLAS MATTHEW OGLESBY
3257 MARKET STREET, # 1
RIVERSIDE, CA 92507-1010</p> <p>Driver's license no. [last 4 digits] and state: <input checked="" type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: 3285 <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):
240 IOWA STREET RIVERSIDE, CA 92501</p> |
|---|--|

- | | |
|---|---|
| <p>18. Name and last known address</p> <p>NICHOLAS MATTHEW OGLESBY
1756 MOUNTAIN AVE. S
ONTARIO, CA 91762-5911</p> <p>Driver's license no. [last 4 digits] and state: <input checked="" type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: 3285 <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):
240 IOWA STREET RIVERSIDE, CA 92501</p> | <p>19. Name and last known address</p> <p>Creating a Safe Alternative, a California non-profit
Mutual Benefit Corporation
240 IOWA STREET
RIVERSIDE, CA 92501</p> <p>Driver's license no. [last 4 digits] and state: <input checked="" type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input checked="" type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):
555 CAPITOL MALL, STE. 1000
SACRAMENTO, CA 95814</p> |
|---|---|

20. Continued on Attachment 20.



Attachment Page

The total amount ordered in the Judgment is as follows:

Defendants Creating A Safe Alternative, a California Non-Profit Mutual Benefit Corporation, a California corporation, and Nicholas Matthew Oglesby, an individual, are jointly and severally liable for the \$41,332.83 in attorneys' fees and costs.

Defendants Creating A Safe Alternative, a California Non-Profit Mutual Benefit Corporation, a California corporation, and Nicholas Matthew Oglesby, an individual, are each liable for \$25,000 in civil penalties.

The total amount ordered in the Judgment is \$91,332.83, which is the total of \$41,332.83 in attorneys' fees and costs and \$50,000.00 in civil penalties.



2014-0230168
06/23/2014 04:05P
4 of 4

DOC # 2014-0211357

06/09/2014 03:39P Fee:NC

Page 1 of 12

Recorded in Official Records

County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:
Nicholas A. Firetag, Esq.

AND WHEN RECORDED MAIL TO:
Gresham Savage Nolan & Tilden, PC
3750 University Ave., Ste. 250
Riverside, CA 92501

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			12						
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Per worst copy for County						T:	CTY	UNI	508

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Order Appointing A Receiver

Title of Document

TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

ACR 238 (Rev. 03/2008)



MAY 28 2014

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 02 2014
J. ALVAREZ

MFA
JUN 3 2014
R
MRO
MAY 27 2014
R

1 PAMELA J. WALLS, County Counsel (SBN 123446)
2 SOPHIA CHOI, Deputy County Counsel (SBN 244378)
3 3960 Orange Street, Suite 500
4 Riverside, CA 92501
5 Telephone: (951) 955-6300
6 Facsimile: (951) 955-6363
7
8 Attorneys for Plaintiff,
9 COUNTY OF RIVERSIDE

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

12 COUNTY OF RIVERSIDE, a political
13 subdivision of the State of California,
14 Plaintiff,
15 v.
16 HAZY COLITAS, A CALIFORNIA NON-
17 PROFIT MUTUAL BENEFIT
18 CORPORATION, a California corporation; et
19 al.,
20 Defendants.

Case No. RIC 1201222
~~Proposed~~ ORDER APPOINTING A
RECEIVER

21 Plaintiff County of Riverside (the "County") filed a complaint against Defendants Creating A
22 Safe Alternative, A California Non-Profit Mutual Benefit Corporation (the "CASA"), and Nicholas
23 Oglesby ("Oglesby"), as well as other unrelated defendants, relating to the property located at 240 Iowa
24 Avenue, Riverside, CA 92507, APN # 247-042-020 (the "Property"). CASA and Oglesby are
25 collectively referred to as "Defendants". Dennis and Sheryl Hughes (the "Hughes") are the beneficiaries
26 of a \$30,000 deed of trust recorded on February 1, 2011. SoCal Mortgage Company ("SoCal") is the
27 beneficiary of a \$170,000 deed of trust recorded on February 1, 2011. CASA operates a medical
28 marijuana facility at the Property. Oblesby is CASA's President and the Property owner.

ORDER APPOINTING A RECEIVER



1 The Court, having jurisdiction over the subject matter of the County's request to have a receiver
2 appointed and having considered the evidence submitted in support of the County's request, finds and
3 orders as follows:

4 **A. FINDINGS OF FACT:**

5 1. Defendants violated 21 U.S.C. § 841 et seq., *Health & Safety Code* §§ 11357 and 11570
6 et seq., *Civil Code* § 3479 et seq., and *Riverside County Code* §§ 1.16.020, 1.16.110, and 17.12.040 by
7 allowing the Property to be used for the purpose of unlawfully using, possessing, being under the
8 influence of, selling, serving, storing, keeping, manufacturing or giving away of specified controlled
9 substances or their precursors and/or analogs.

10 2. The Property is substandard as defined under *Health & Safety Code* § 17920.3 (c), in that
11 it is a public nuisance as defined by *Civil Code* §§ 3479 and 3490 et seq.

12 3. The Property has been and is now maintained in a manner that violates the Order for
13 Preliminary Injunction issued by the Court of Appeal on August 5, 2013, in case number E057522.

14 4. Defendants' violations listed above create an unsafe environment for the businesses and
15 public in and around the Property – i.e., increased levels of crime, vandalism, and loitering – such that
16 the health and safety of the general public is substantially endangered.

17 5. Defendants have been afforded all of the procedural due process rights guaranteed by the
18 California Constitution and the United States Constitution.

19 6. Defendants' violation of the Preliminary Injunction, federal law, state law and local law
20 will likely persist unless the Court appoints a receiver to take possession of the Property, evict the
21 current tenants, rehabilitate the Property (if necessary), and sell the Property (if necessary).

22 7. *Health and Safety Code* § 17980.7(c) and the Court's inherent equitable power authorize
23 the Court to appoint a receiver to take possession of the Property and to abate the nuisance caused by
24 Defendants' violations of the Preliminary Injunction, federal law, state law, and local law.

25 8. Defendants were properly noticed and served with County's Verified Complaint, which
26 included a request to appoint a receiver.

27 ///

28



1 9. Defendants, the Hughes, and SoCal were also provided a reasonable opportunity to be
2 heard in connection with this request to appoint a receiver.

3 10. The law firm of Gresham Savage Nolan & Tilden, PC, as the County's receiver-nominee,
4 and its shareholder, Kevin K. Randolph, as the receiver-nominee's representative, have demonstrated the
5 capacity and expertise to take over possession of the Property and to abate the nuisance caused by
6 Defendants' violations of the Preliminary Injunction, federal law, state law, and local law.

7 **B. APPOINTMENT OF RECEIVER:**

8 Gresham Savage Nolan & Tilden, PC (the "Receiver") is appointed receiver of the Property and
9 given those powers granted under *Code of Civil Procedure* § 568, *Health and Safety Code* § 17980.7 (c)
10 (4), this Order, and further orders of the Court. Kevin K. Randolph, a shareholder of the Receiver, is
11 designated as the Receiver's representative with the authority to act on the Receiver's behalf. Before
12 performing any duties, the Receiver will: (1) execute and file with the Court a receiver's oath; and (2)
13 file with the Court the bond required by Code of Civil Procedure section 567(b), in the amount of
14 \$5,000.

15 **C. RECEIVER'S COMPENSATION:**

16 The Receiver's representative will be compensated for his services in the amount of \$375 per
17 hour, which will be payable to the Receiver. The Receiver's representative may use the Receiver's
18 attorneys and paralegals to assist him. These personnel will be compensated in the amount of \$350 per
19 hour for attorneys and \$175 per hour for paralegals. The Receiver will be reimbursed for the Receiver's
20 reasonable costs and expenses incurred in connection with receivership activities, including expenses for
21 those labor and services described in Section B of this Order, travel, copying, long distance telephone
22 calls, and legal process. The Receiver's representative and his attorneys will be compensated as
23 described above for expenses and costs incurred on appeal of any order, judgment or other ruling or
24 determination related to or arising out of the receivership case, regardless of whether the appeal is
25 instituted by the Receiver, Defendants, or any other party, including appeals related to the order
26 appointing the Receiver, the order authorizing the sale of the Property, any order approving the
27 Receiver's request for fees and costs, and the order discharging the Receiver. The Receiver may, but is
28



1 not obligated to, advance money to pay for receivership expenses, including court filing fees, insurance,
2 locksmith services, bond expenses, utilities, property maintenance, debris removal, and similar
3 receivership-related expenses (hereinafter, "Hard Costs"). The Receiver will be fully reimbursed for all
4 Hard Costs advanced by the Receiver, plus an additional fifteen percent (15%) of the advanced amounts
5 as compensation to the Receiver for its administrative overhead and carrying costs.

6 The Receiver may employ a management company to assist with the Property's management and
7 rehabilitation and pay this company an amount not to exceed \$175 per hour for property management
8 services and eight percent (8%) of the Court-approved rehabilitation cost, if necessary, for rehabilitation
9 management services.

10 With the Court's approval, the Receiver is entitled to interim payments as the receivership
11 progresses. The Receiver's compensation will be subject to the Court's review and approval. The
12 Receiver must reasonably document the time spent by the Receiver's representative and his attorneys
13 and paralegals on receivership activities and the Receiver's costs and expenses.

14 The Receiver may record a lien ("Receiver's Lien") against the Property to secure the repayment
15 of the Receiver's compensation, costs, and expenses, in accord with *Health and Safety Code* § 17980.7
16 (c) (4) (G). The Receiver's Lien will be a lien on the Property prior and superior to all pre-existing
17 private liens and encumbrances.

18 **D. RECEIVER'S IMMUNITIES:**

19 The Receiver and the Receiver's representative will be immune from any personal liability to the
20 furthest extent allowed under *Code of Civil Procedure* § 568 et seq., *Health and Safety Code* § 17980.7
21 (c), and other applicable law, including from liability for any of the following:

22 1. Obligations incurred in connection with receivership activities or on behalf of the
23 receivership estate.

24 2. Obligations relating to the Property that were incurred prior to the Receiver's
25 appointment.

26 3. Claims, actions, damages, fines, liabilities, costs, and/or expenses arising out of or
27 resulting from the presence or release of any Hazardous Substances (defined below) at the Property.

28



1 Hazardous Substances include any substance, material, or waste that is included within the definitions of
2 "hazardous substances," "hazardous materials," "hazardous waste," or words of similar import in any
3 federal, state, or local law, whether common law, statute, ordinance, rule, regulation, or judicial or
4 administrative decision.

5 4. Obligations arising under or related to any Receiver's Certificate of Indebtedness
6 (defined below) and/or deed of trust issued in connection with the Property.

7 **E. RECEIVER'S SPECIFIC POWERS:**

8 In addition to the plenary powers described in Section B of this Order, the Receiver is given the
9 following specific powers and duties:

10 1. To take full and complete possession and control of the Property, including the tangible
11 and intangible personal property located in or about the Property or used in connection with the
12 Property.

13 2. To evict the current tenants, correct any health and safety issues at the Property, and then
14 sell the Property (if necessary) in order to abate the public nuisance and bring the Property into
15 compliance with the order for Preliminary Injunction.

16 3. To manage the Property and pay operating expenses, taxes, insurance, utilities, and
17 general maintenance.

18 4. To collect all rents and income from the Property, to collect any debts associated with the
19 Property, to invest all funds on hand, and to use these funds to pay for the costs of operating, managing,
20 maintaining, or rehabilitating the Property.

21 5. To investigate the Property's condition and expected post-rehabilitation market value and
22 determine whether it is economically and practically feasible, or necessary, to rehabilitate the Property
23 or whether demolition or some other method of abating the Property's deficiencies and violations, if
24 any, is more appropriate.

25 6. To prepare a plan (the "Receivership Plan"), if necessary, to either: (a) rehabilitate the
26 Property to correct all of the Property's currently identified deficiencies and violations, if any, and all
27 deficiencies and violations which may be subsequently discovered during the course of the Receiver's
28



1 inspections and render the Property as decent, safe, sanitary, and marketable; or (b) address and
2 remediate the Property's deficiencies and violations, if any, through demolition or by some other means
3 which is economically and practicably feasible.

4 7. To obtain a proposal (the "Receivership Bid"), if necessary, from an appropriately
5 licensed California contractor or other qualified person or entity to perform the work specified in the
6 Receivership Plan.

7 8. To develop a plan (the "Financing Plan"), if necessary, for financing the activities set
8 forth in the Receivership Plan and the Receivership Bid and for financing receivership costs and
9 expenses, including the Receiver's compensation, fees, and expenses.

10 9. To submit any necessary Receivership Plan, Receivership Bid, or Financing Plan to the
11 Court for approval.

12 10. Subject to the Court's approval of the Financing Plan, to borrow funds from public or
13 private entities and to issue and record Receiver's Certificates of Indebtedness and deeds of trust to
14 evidence and secure repayment of the funds borrowed by the Receiver. Each Receiver's Certificate
15 and/or deed of trust will be a lien on the Property prior and superior to all pre-existing private liens and
16 encumbrances, including the debt evidenced by the Receiver's Certificate(s), and will be due and
17 payable as provided in the Receiver's Certificate(s).

18 11. To enter into contracts for labor and services required in connection with the Receiver's
19 activities, including but not limited to the following: (a) any maintenance and repair companies or
20 personnel; (b) any licensed engineer or other building professional to inspect and evaluate the Property's
21 condition and rehabilitation potential; (c) any bank, lending institution, public entity, or private lender;
22 (d) any licensed architect or other design professional to furnish plans and specifications for the
23 Property's rehabilitation; (e) any licensed general contractor, subcontractor, supplier or manufacturer to
24 provide labor, services, goods, materials or equipment needed to manage, maintain, or rehabilitate the
25 Property; (f) any property or construction manager; (g) any escrow or title company; (h) any real estate
26 appraiser; (i) any accountant; (j) any real estate agent and/or broker; and, (k) any locksmith or security
27 company to obtain access to or to secure the Property.

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1 12. To apply for permits and other governmental approvals as necessary to undertake and
2 complete the Receivership Plan.

3 13. To temporarily or permanently relocate the Property's occupants (if any) if necessary to
4 implement the Receivership Plan, as determined by the Receiver in its sole and absolute discretion. All
5 relocation costs will be receivership expenses.

6 14. To prepare and distribute periodic reports directly to all parties and their legal counsel (if
7 any). The Receiver may, but is not obligated to, provide periodic reports to non-parties or to persons or
8 entities whose default has been entered in this action. The reports must include the total amount of any
9 rent received, the nature and amount of any operating or repair contracts, the total amount of payments
10 made to repair and operate the Property, any other payments made, and the progress of the repairs to the
11 Property.

12 15. Within thirty (30) calendar days of the effective date of this Order, to file with the Court
13 an inventory containing a general list of all personal property of which the Receiver has taken
14 possession and to promptly file a supplementary inventory of any subsequently-obtained property.

15 16. To render interim accountings and reports on a quarterly basis to the Court if requested
16 by the Court and to render a final accounting to the Court at the conclusion of the receivership.

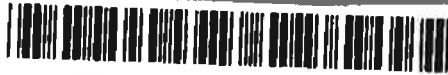
17 17. To declare as abandoned any personal property remaining at the Property upon the
18 Receiver's taking possession of the Property and to sell that property, without liability and without
19 warranty, and apply the sale proceeds to receivership expenses.

20 18. To apply on an *ex parte* basis to the Court for any of the following: (a) approval of the
21 Receiver's requests for interim payments; (b) approval of any necessary Receivership Plan,
22 Receivership Bid, or Financing Plan; (c) approval of the Receiver's borrowings and issuance of
23 Certificates of Indebtedness; (d) approval of the Property's sale; (e) approval of the distribution of net
24 proceeds from the Property's sale; (f) orders to enable the Receiver to properly perform his duties or to
25 address unforeseen circumstances that arise; and (g) for further instructions.

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1 F. **RECEIVER'S RIGHT TO SELL THE PROPERTY:**

2 The Receiver may apply to the Court for approval (the "Sale Motion") to sell the Property in the
3 condition (vacant land, AS-IS, or fully rehabilitated) described in the Receivership Plan (the "Proposed
4 Condition at Sale"), free and clear of all pre-existing liens and encumbrances, except for the lien of
5 unpaid real property, state and federal taxes. The Receiver may sell the Property pursuant to *Code of
6 Civil Procedure* § 568.5 or, alternately, by open market sale or such other method as the Receiver
7 determines to be in the receivership estate's best interests, subject to the Court's confirmation. If the
8 Property is sold on the open market, the Receiver may enter into a listing agreement with a qualified real
9 estate brokerage firm to market the Property on the Receiver's behalf. The Receiver may commit to pay
10 reasonable and customary selling expenses and commissions. The Receiver may enter into a purchase
11 and sale agreement with any buyer who makes an offer to purchase the Property in its Proposed
12 Condition at Sale on terms and conditions satisfactory to the Receiver. However, any purchase and sale
13 agreement which is entered into before the Court's approval of the Sale Motion must be made
14 contingent on the Court's subsequent approval of the Sale Motion. If there is more than one offer to
15 purchase the Property, the Receiver may select the offeror whom the Receiver deems to be most
16 qualified to complete the purchase and fulfill the buyer's obligations (if any) with respect to the
17 Property's rehabilitation. The Receiver may pay, as receivership expenses, reasonable and customary
18 escrow and title charges.

19 The Receiver will distribute the proceeds generated from the Property's sale in accordance with
20 *Code of Civil Procedure* § 701.810, subject to the Court's confirmation.

21 The Receiver's fees, costs, and expenses will be paid from the proceeds of the Property's sale,
22 subject only to any claims which enjoy a statutory priority senior to the Receiver's. The Receiver's
23 claim for fees, costs, and expenses will be senior and prior to any claim by Defendants. If the net
24 proceeds of the Property's sale are insufficient to pay the entirety of the Receiver's fees, costs and
25 expenses, including those incurred during any appeal as provided in Section C of this Order, Defendants
26 will be liable for the payment of any shortfall. The foregoing is in addition to any relief available under
27 *Health and Safety Code* § 17980.7(c)(15). If Defendants consist of more than one person or entity, then
28



1 each person and entity constituting Defendants will be jointly and severally liable to the Receiver for the
2 full amount of the shortfall. The Receiver may collect the shortfall in any manner authorized by law.

3 **G. AFFIRMATIVE INJUNCTIVE RELIEF:**

4 Defendants, the Hughes, SoCal, and their partners, assignees, successors, representatives,
5 managers, agents, attorneys, employees, and all other persons acting under or in concert with
6 Defendants, are ordered to:

7 1. Immediately relinquish and turn over possession of the Property to the Receiver. Any
8 current, lawful occupants of the Property may remain occupants of the Property unless the Receiver, in
9 its sole and absolute discretion, determines the occupants must be relocated.

10 2. Upon request by the Receiver, immediately turn over to the Receiver all keys to the
11 Property and any books or records pertaining to the Property, except to the extent that dissemination of
12 such information would violate state or federal law, including HIPAA.

13 3. Immediately inform the Receiver as to the nature and extent of insurance coverage on the
14 Property and, until the Receiver is discharged by the Court, name the Receiver as an additional insured
15 on any insurance policies in effect with respect to the Property.

16 4. Forward to the Receiver all bills which it may receive in connection with the Property.

17 5. Execute (in recordable form, if necessary) and deliver to the Receiver or its designee any
18 and all documents required to implement the actions authorized by this Order, including rescision of any
19 notice of default or notice of trustee's sale.

20 **H. PROHIBITORY INJUNCTIVE RELIEF:**

21 Defendants, the Hughes, SoCal, and their partners, assignees, successors, representatives,
22 managers, agents, attorneys, employees and all persons acting under or with concert with Defendants,
23 are hereby enjoined at all times until the Receiver is discharged from:

24 1. Demanding, collecting, receiving, or diverting any rents, profits, or income from the
25 Property.

26 2. Interfering with the Receiver, directly or indirectly, in the conduct of the receivership.

27 //

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1 3. Encumbering, mortgaging, liening, leasing, renting, selling or transferring the Property or
2 any interest in it.

3 4. Canceling, reducing, or modifying any existing insurance coverage with respect to the
4 Property.

5 5. Entering upon the Property or into any structure located on the Property without first
6 having received the Receiver's written consent.

7 6. Commencing or continuing any foreclosure or similar process, including non-judicial
8 foreclosure and trustee sale proceedings, and further including the filing of any notice of default or
9 notice of trustee's sale.

10 7. Commencing or continuing any action which impairs or precludes the Receiver's ability
11 to obtain policies of title insurance needed to implement the actions authorized by this Order.

12 8. Removing any furniture, fixture or item of personal property from the Property without
13 first having received the Receiver's written consent.

14 9. Claiming any deduction with respect to state income taxes for interest, taxes, expenses,
15 depreciation, or amortization paid or incurred with respect to the Property for 2014 and all future years
16 during the pendency of the receivership.

17
18 Date: 5/30/14


JUDGE OF THE SUPERIOR COURT

Gordon Burkhart

21
22 SHC/nlr
23 G:\litigation\SC\MARIJUANA LITIGATION\A(PFS) COR v. Hezy Colitas - RIC\201222\PLEADINGS\DEFAULTS\Appt of for Default CASA
24 Oglesby\County of Riverside v Hezy Colitas (Iowa Avenue) - Order appointing a Receiver.doc



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This must be in red to be a
"CERTIFIED COPY"

Each document to which this certificate is attached
is certified to be a full, true and correct copy of the
original on file and of record in my

Superior Court of California
County of Riverside

By 
DEPUTY

Dated: 6/6/14



Certification must be in red to be a
"CERTIFIED COPY"

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

Nicholas Firetage, Esq.
Gresham Savage Nolan & Tilden, PC
3750 University Avenue, Suite 250
Riverside, CA 92501-3335

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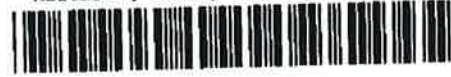
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Page 1 of 7

Recorded in Official Records
County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder



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CERTIFICATE OF RECEIVER'S LIEN





1 Nicholas Firetag, State Bar No. 238287
2 **GRESHAM SAVAGE NOLAN & TILDEN,**
3 **A Professional Corporation**
4 3750 University Avenue, Suite 250
5 Riverside, CA 92501-3335
6 Telephone: (951) 684-2171
7 Facsimile: (951) 684-2150

8 Attorney for Receiver,
9 **GRESHAM SAVAGE NOLAN & TILDEN, PC**

10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF RIVERSIDE - RIVERSIDE HISTORIC COURTHOUSE**

12 COUNTY OF RIVERSIDE, a political) CASE NO. RIC 1201222
13 subdivision of the State of California)
14)
15 Plaintiff,) **CERTIFICATE OF RECEIVER'S LIEN**
16)
17 v.) *Cal. Health & Safety Code §*
18) *17980.7(c)(4)(G)*
19)
20 HAZY COLITAS, A CALIFORNIA NON-)
21 PROFIT MUTUAL BENEFIT)
22 CORPORATION, a California corporation; et)
23 al.,)
24)
25 Defendants.)

26 Gresham Savage Nolan & Tilden, PC, in its capacity as the court-appointed receiver (the
27 "Receiver") for that certain real property commonly known as 240 Iowa Avenue, Riverside,
28 California 92507, APN #247-042-020 (the "Property"), hereby claims a lien (the "Receiver's
Lien") against the Property in an amount, as of June 11, 2014, of no less than Nine Hundred
Twenty-Five Dollars (\$925), subject to confirmation and increase in accordance with past and
future orders of the court in the above-captioned case. The Receiver's Lien represents those fees,
costs, expenses and charges (collectively, "Receivership Expenses") that have been and will be
incurred by Receiver, and its agents, attorneys, contractors, and representatives in accord with
that certain "Order Appointing a Receiver" dated June 2, 2014, recorded on June 9, 2014 as

1 Document No. 2014-0211357 and all subsequent orders of the court in the above-captioned
2 action. A legal description of the Property is attached as Exhibit "1".

3 This Receiver's Lien is authorized by California Health & Safety Code
4 section 17980.7(c)(4)(G) and has priority over all other non-statutory liens, claims and
5 encumbrances against the Property. This Receiver's Lien will encumber the Property until the
6 Receiver has been fully paid for all Receivership Expenses and may be enforced in any manner
7 legally authorized.

8
9 **RECEIVER:**

GRESHAM SAVAGE NOLAN & TILDEN, PC

10 Dated: June 11, 2014

11 By: 

12 KEVIN RANDOLPH, IN HIS CAPACITY AS
13 THE DESIGNATED REPRESENTATIVE OF
14 THE COURT-APPOINTED RECEIVER IN
15 RIVERSIDE SUPERIOR COURT CASE NO.
16 RIC 1201222 ENTITLED CITY OF
17 RIVERSIDE V. HAZY COLITAS, ET AL.



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- 2 -

GRESHAM SAVAGE
NOLAN & TILDEN,
A PROFESSIONAL CORPORATION
3750 University Ave., Ste. 250
Riverside, CA 92501-3335
(951) 684-2171

CERTIFICATE OF RECEIVER'S LIEN

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This notary acknowledgement is attached to a document entitled **CERTIFICATE OF RECEIVER'S LIEN** in Case No. RIC 1201222 entitled *City of Riverside v. Hazy Colitas, et al.*

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

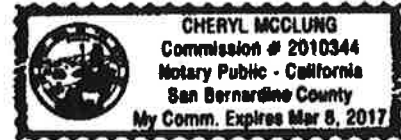
On June 11, 2014 before me, Cheryl McClung, Notary Public
(insert name and title of the officer)

personally appeared Kevin Randolph, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Cheryl McClung (Seal)



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EXHIBIT "1"
TO
RECEIVER'S CERTIFICATE OF LIEN

Legal Description of the Property

THAT PORTION OF LOTS 6, 7, 8 AND 9 OF BLOCK 46 OF EAST RIVERSIDE AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE 33 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10 OF SAID BLOCK 46; THENCE NORTH ON THE WESTERLY LINE OF LOT 10, A DISTANCE OF 225 FEET TO THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK 46, A DISTANCE OF 175 FEET; THENCE NORTH PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK 46, A DISTANCE OF 50 FEET; THENCE WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK 46, A DISTANCE OF 175 FEET; THENCE SOUTH ON THE WESTERLY LINE OF SAID BLOCK 46, 50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE COUNTY OF RIVERSIDE, RECORDED MARCH 18, 1968 AS INSTRUMENT NO. 24431 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN 247-042-020



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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of 18 years and not a party to the within action; my business address is: 550 E. Hospitality Lane, Suite 300, San Bernardino, CA 92408.

On June 11, 2014, I served copies of the within documents described as **CERTIFICATE OF RECEIVER'S LIEN** on the interested parties in this action in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

- BY MAIL** - I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the United States Postal Service on the same day in the ordinary course of business, with postage thereon fully prepaid at San Bernardino, California. 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.
- BY PERSONAL SERVICE** - I caused such envelope to be delivered by hand to the offices of the addressee pursuant to C.C.P. § 1011.
- BY EXPRESS MAIL/OVERNIGHT DELIVERY** - I caused such envelope to be delivered by hand to the office of the addressee via overnight delivery pursuant to C.C.P. § 1013(c), with delivery fees fully prepaid or provided for.
- BY FACSIMILE** - I caused such document to be delivered to the office of the addressee via facsimile machine pursuant to C.C.P. § 1013(e). Said document was transmitted to the facsimile number of the office of the addressee from the office of Gresham Savage Nolan & Tilden, in San Bernardino, California, on the date set forth above. The facsimile machine I used complied with *California Rules of Court*, Rule 2003(3) and no error was reported by the machine. Pursuant to *California Rules of Court*, Rule 2009(i), I caused the machine to print a record of the transmittal, a copy of which is attached to this declaration.
- FEDERAL** - I am employed in the office of a member of the bar of this court at whose direction the service was made.

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

Executed on June 11, 2014, at San Bernardino, California.

Cheryl McClung
CHERYL MCCLUNG



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SERVICE LIST

County of Riverside v. Hazy Colitas, et al.
Riverside Superior Court Case No. RIC 1201222

<p>Sophia Choi Office of County Counsel, Riverside County 3960 Orange St., #500 Riverside, CA 92501</p> <p><i>Attorneys for Petitioner, County of Riverside</i></p>	<p>James DeAguilera Attorney at Law 2068 Orange Tree Lane, Suite 218 Redlands, CA 92374</p> <p><i>Attorneys for Defendants, CREATING A SAFE ALTERNATIVE, a California Non-Profit Mutual Benefit Corporation and NICHOLAS OGLESBY</i></p>
<p>Dennis & Sheryl Hughes 2207 Marshallfield Lane, #A Redondo Beach, CA 90278-5015</p>	<p>SoCal Mortgage Company 3812 Sepulveda Blvd., Suite 310 Torrance, CA 90505</p>



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2 of 2

RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
4080 Lemon Street, 2nd Floor
Riverside, California 92502-1592
Mail Stop #2135

DOC # 2014-0295939

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Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of:

Case #: CV11-07647

NICHOLAS OGLESBY)
and DOES I through X, Owners)

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 240 IOWA AVE, RIVERSIDE CA, 92507

PARCEL #: 247-042-020

LEGAL DESCRIPTION: 0.18 acres in LOT 46 of EAST RIVERSIDE, recorded in MB 7 page 33

VIOLATION(S): Riverside County Code (Ordinance 348) **RCC 17.12.020 – Illegal Marijuana Dispensary**, that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances) listed above; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien. **Notice is Further Given** in accordance with Sections 17274 and 24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

By: 
Marr A. Christian, Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)SS

On 7/16/14 before me, Marcella Villanueva, Notary Public, personally appeared Marr A. Christian who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Commission #: 1919942 Expires: Jan 1, 2015

Signature:  (Seal)

