

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



**ITEM: 21.26  
(ID # 25087)**

**MEETING DATE:**  
Tuesday, January 28, 2025

**FROM :** TREASURER-TAX COLLECTOR

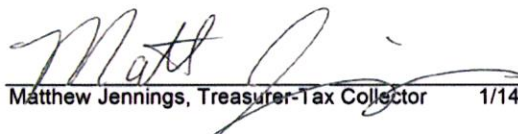
**SUBJECT:** TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 218, Item 534. Last assessed to: SDL Real Estate and Property Management. District 4. [\$16,501-Fund 65595 Excess Proceeds from Tax Sale]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the claim from Wayne S. Guralnick, Attorney for Pinyon Crest Community Association for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 635394001;
2. Approve the claim from Heirfinders Research Associates, LLC, Assignee for SDL Real Estate and Property Management, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 635394001; and

Continued on Page 2

**ACTION:Policy**

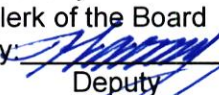
  
Matthew Jennings, Treasurer-Tax Collector 1/14/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: January 28, 2025  
xc: Tax Collector

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Authorize and direct the Auditor-Controller to issue a warrant to Wayne S. Guralnick, Attorney for Pinyon Crest Community Association in the amount of \$11,944.51 and to Heirfinders Research Associates, LLC, Assignee for SDL Real Estate and Property Management in the amount of \$4,556.43, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 16,501	\$ 0	\$ 16,501	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.			Budget Adjustment:	NO
			For Fiscal Year:	24/25

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the April 26, 2022 public auction sale. The deed conveying title to the purchasers at the auction was recorded July 7, 2022. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 19, 2022 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports, Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

The Treasurer-Tax Collector has received two claims for excess proceeds:

1. Claim from Wayne S. Guralnick, Attorney for Pinyon Crest Community Association based on a Notice of Assessment Lien recorded December 4, 2015 as Instrument No. 2015-0529220.
2. Claim from Heirfinders Research Associates, LLC, Assignee for SDL Real Estate and Property Management based on an Assignment of Right to Collect Excess Proceeds notarized September 23, 2022 and a Grant Deed recorded May 22, 2008 as Instrument No. 2008-0275837.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Wayne S. Guralnick, Attorney for Pinyon Crest Community Association be awarded excess proceeds in the amount of \$11,944.51 and Heirfinders

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

Research Associates, LLC, Assignee for SDL Real Estate and Property Management be awarded excess proceeds in the amount of \$4,556.43. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

**Impact on Residents and Businesses**

Excess proceeds will be released to a lienholder and the last assessee of the property.

**ATTACHMENTS (if any, in this order):**

**ATTACHMENT A. Claim Guralnick**

**ATTACHMENT B. Claim Heirfinders**

  
Cesar Bernal, PRINCIPAL MGMT ANALYST 1/14/2025

  
Aaron Gettis, Chief of Deputy County Counsel 6/25/2024



CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY

To: Matthew Jennings, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 218 ITEM 534 Parcel Identification Number: 635394001

Assessee: SDL REAL ESTATE & PROP MANAGEMENT

Situs:

Date Sold: 04/26/2022

Date Deed to Purchaser Recorded: 07/07/2022

Final Date to Submit Claim: 07/07/2023

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 11,944.51 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2015-1529220, recorded on 12-4-15. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Notice of Assessment Lien - 12/4/15

Notice of Default - 7/29/16

Notice of Trustee Sale - 12/6/16

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 21<sup>st</sup> day of July, 2022 at Riverside, California  
County, State

Wayne S. Gurdnick  
Signature of Claimant

Signature of Claimant

Wayne S. Gurdnick  
Print Name

Print Name

4004 Cook St. #3  
Street Address

Street Address

Palm Desert Ca 92211  
City, State, Zip

City, State, Zip

760-345-1515  
Phone Number

Phone Number

callerned@agghca.com  
Email Address

Email Address

RECEIVED

2022 JUL 25 PM 12:58

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

Recording Requested by:  
PINYON CREST COMMUNITY ASSOCIATION  
A California Nonprofit Corporation

When Recorded, Mail To:  
WAYNE S. GURALNICK  
A Professional Law Corporation  
40-004 Cook Street, Suite 3  
Palm Desert, California 92211  
(760) 340-1515  
82-175

2015-0529220

12/04/2015 03:50 PM Fee: \$ 28.00

Page 1 of 2

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



355					R	A	Exam: 751		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
2	1								1
SIZE	NCOR	SMF	NCHG	T:					

NOTICE OF ASSESSMENT LIEN

29.50

**NOTICE IS HEREBY GIVEN** that **PARCEL 120** as shown on a map recorded in book 30, page 39 of record of survey in the office of the county recorder of Riverside County, California, and the accompanying portion of the Common Area appurtenant thereto, has been assessed by the Board of Directors of PINYON CREST COMMUNITY ASSOCIATION, A California Nonprofit Corporation, pursuant to its authority under the enabling Declaration of Restrictions, recorded June 25, 1957, as Instrument No. Book 2109, Page 276, and any amendments thereto, as well as California *Civil Code* §§5675.

The record owner of said unit/lot is: SDL Real Estate and Property Management  
Property Address (if any): Residential Acreage  
Assessor's Parcel No.: 635-394-001

Itemized Statement

Amount of Assessment:	\$495.00
Additional Charges:	
Late Charges/Interest:	69.30
Pay-or-Lien:	0.00
Management / Bookkeeping Fees:	100.00
Attorney Costs:	95.00
Collection and/or Attorney's Fees:	425.00
<b>TOTAL ASSESSMENT LIEN DUE:</b>	<b>\$1,184.30</b>

Assessments are due and payable semi-annually in the amount of **\$495.00** and shall be added to the total amount of the assessment lien, plus late charges, interest and special assessments levied after the date of this assessment lien, if any. The name and address of the Trustee authorized by PINYON CREST COMMUNITY ASSOCIATION, A California Nonprofit Corporation, to enforce this lien by sale (nonjudicial foreclosure) is:

AUTHORIZED TRUSTEE  
WAYNE S. GURALNICK  
A Professional Law Corporation  
40-004 Cook Street, Suite 3  
Palm Desert, California 92211  
(760) 340-1515

Dated: December 1, 2015

PINYON CREST COMMUNITY ASSOCIATION, A California Nonprofit Corporation

By: Catherine M. Diehl  
CATHERINE M. DIEHL, Assistant Secretary of WAYNE S. GURALNICK,  
A Professional Law Corporation, Trustee and Authorized Representative for  
PINYON CREST COMMUNITY ASSOCIATION, A California Nonprofit  
Corporation

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California     )  
                                      ) ss.  
County of Riverside    )

On December 1, 2015, before me, Cynthia Van Lizen, a Notary Public, personally appeared Catherine M. Diehl, Assistant Secretary of WAYNE S. GURALNICK, A Professional Law Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that her signature on the instrument the person, or entity upon behalf of the person 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]

NOTARY PUBLIC

# Account History Report

## Pinyon Crest Community

**SDL Real Estate & Prop Mgmt**

Community Address: Lot Pc120  
Mountain Center, CA 92561

Date Settled:  
Unit Type: SFH - Single Family Homes

Mailing Address: 44535 Bedford Ct Ste. B  
Temecula, CA 92592-2552

Last payment date:  
Last payment amount: 0.00  
Current balance: 9,351.51

Trans Date	Transaction	Charges	Payments	Balance	Reference	Comments
12/31/2017	Balance Forward	3,143.25		3,143.25	As of 12/31/2017	Prior Mgmt Balance
01/01/2018	Semi-Annual Assessment	495.00		3,638.25	Semi-annual Charges	Recurring Charges: 01/01/2018
04/30/2018	Late Fee	49.50		3,687.75	Late Fee	Late Fee: 04/30/2018
04/30/2018	Late Interest	36.38		3,724.13	Late Interest	Late Interest: 04/30/2018
05/16/2018	Late Interest		-36.38	3,687.75	Credit	Reverse 04/30/2018 Late Inter
05/16/2018	Late Fee		-49.50	3,638.25	Credit	Reverse 04/30/2018 Late Fee
05/30/2018	Late Fee	49.50		3,687.75	Late Fee	Late Fee: 05/30/2018
05/30/2018	Late Interest	36.38		3,724.13	Late Interest	Late Interest: 05/30/2018
07/01/2018	Semi-Annual Assessment	495.00		4,219.13	Semi-annual Charges	Recurring Charges: 07/01/2018
07/30/2018	Late Fee	49.50		4,268.63	Late Fee	Late Fee: 07/30/2018
07/30/2018	Late Interest	41.33		4,309.96	Late Interest	Late Interest: 07/30/2018
08/30/2018	Late Fee	49.50		4,359.46	Late Fee	Late Fee: 08/30/2018
08/30/2018	Late Interest	41.33		4,400.79	Late Interest	Late Interest: 08/30/2018
09/30/2018	Late Fee	49.50		4,450.29	Late Fee	Late Fee: 09/30/2018
09/30/2018	Late Interest	41.33		4,491.62	Late Interest	Late Interest: 09/30/2018
10/30/2018	Late Fee	49.50		4,541.12	Late Fee	Late Fee: 10/30/2018
10/30/2018	Late Interest	41.33		4,582.45	Late Interest	Late Interest: 10/30/2018
11/30/2018	Late Fee	49.50		4,631.95	Late Fee	Late Fee: 11/30/2018
11/30/2018	Late Interest	41.33		4,673.28	Late Interest	Late Interest: 11/30/2018
12/30/2018	Late Fee	49.50		4,722.78	Late Fee	Late Fee: 12/30/2018
12/30/2018	Late Interest	41.33		4,764.11	Late Interest	Late Interest: 12/30/2018
01/01/2019	Semi-Annual Assessment	495.00		5,259.11	Semi-annual Charges	Recurring Charges: 01/01/2019
01/30/2019	Late Fee	49.50		5,308.61	Late Fee	Late Fee: 01/30/2019
02/28/2019	Late Fee	49.50		5,358.11	Late Fee	Late Fee: 02/28/2019

# Account History Report

## Pinyon Crest Community

SDL Real Estate & Prop Mgmt

Trans Date	Transaction	Charges	Payments	Balance	Reference	Comments
03/30/2019	Late Fee	49.50		5,407.61	Late Fee	Late Fee: 03/30/2019
07/01/2019	Semi-Annual Assessment	495.00		5,902.61	Semi-annual Charges	Recurring Charges: 07/01/2019
07/30/2019	Late Fee	49.50		5,952.11	Late Fee	Late Fee: 07/30/2019
01/01/2020	Semi-Annual Assessment	495.00		6,447.11	Semi-annual Charges	Recurring Charges: 01/01/2020
01/30/2020	Late Interest	56.18		6,503.29	Late Interest	Late Interest: 01/30/2020
01/31/2020	Late Fee	49.50		6,552.79	Late Fee	Late Fee: 01/31/2020
07/01/2020	Semi-Annual Assessment	495.00		7,047.79	Semi-annual Charges	Recurring Charges: 07/01/2020
07/30/2020	Late Interest	61.13		7,108.92	Late Interest	Late Interest: 07/30/2020
07/31/2020	Late Fee	49.50		7,158.42	Late Fee	Late Fee: 07/31/2020
01/01/2021	Semi-Annual Assessment	495.00		7,653.42	Semi-annual Charges	Recurring Charges: 01/01/2021
01/30/2021	Late Interest	66.08		7,719.50	Late Interest	Late Interest: 01/30/2021
07/01/2021	Semi-Annual Assessment	495.00		8,214.50	Semi-annual Charges	Recurring Charges: 07/01/2021
07/30/2021	Late Interest	71.03		8,285.53	Late Interest	Late Interest: 07/30/2021
01/01/2022	Semi-Annual Assessment	495.00		8,780.53	Semi-annual Charges	Recurring Charges: 01/01/2022
01/30/2022	Late Interest	75.98		8,856.51	Late Interest	Late Interest: 01/30/2022



ATTORNEY FEES

ASSESSMENT LEIN - \$520.00

IDR/ADR LETTER - \$175.00

NOTICE OF DEFAULT - \$813.00

15 DAY DEMAND LETTER - \$100.00

NOTICE OF TRUSTEE SALE - \$980.00

CLAIM FORM FEE - \$500.00

TOTAL DUE - \$3,088.00

**Giovane Pizano**  
Assistant Treasurer  
May 21, 2024



**Melissa Johnson**  
Assistant Tax Collector

Wayne S. Guralnick  
40004 Cook Street #3  
Palm Desert, CA 92211

Re: PIN: 635394001  
TC 218 Item 534  
Date of Sale: April 26, 2022

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

**Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Treasurer-Tax Collector in making the determination.**

- ☐ Copy of a trust/will
- ☐ Notarized Statement of different/misspelled
- ☐ Original Notarized Authorization for Agent
- ☐ Notarized Assignment of Right to Collect Excess Proceeds
- ☐ Certified Death Certificate
- ☐ Copy of Marriage Certificate for
- ☐ Original Note/Payment Book

- ☒ **Notarized Updated Statement of Monies Owed (up to date of tax sale)**
- ☐ Articles of Incorporation (if applicable Statement by Domestic Stock)
- ☐ Court Order Appointing Administrator
- ☐ Deed (Quitclaim/Grant etc...)
- ☐ Other:

Please send in all **original** documents by **June 21, 2024** to: **Riverside County Treasurer-Tax Collector, Attn: Excess Proceeds, P.O. Box 12005, Riverside, CA 92502-2205.** If you should have any questions, please contact me at the number listed below.

Sincerely,

*Megan Montellan*

Accounting Technician I  
Tax Sale Operations/Excess Pr  
PH: (951) 955-3336/Fax: (951) :

4080 Le  
WWW.CountyT

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<b>A. Signature</b> <b>X</b>	
<b>1. Article Addressed to:</b>  Wayne S. Guralnick 40004 Cook Street #3 Palm Desert, CA 92211		<b>B. Received by (Printed Name)</b>  	
<b>2. Article Number (Transfer from service label)</b> 7003 2260 0004 1554 6063		<b>D. Is delivery address different from item 1?</b> If YES, enter delivery address below:	
<b>3. Service Type</b> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)		<input type="checkbox"/> Priority Mail® <input type="checkbox"/> Registered Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Required <input type="checkbox"/> Signature Restricted Delivery <input type="checkbox"/> Signature Required Restricted Delivery	

# GURALNICK & GILLILAND LLP

ATTORNEYS AT LAW

ATTORNEYS SERVING  
COMMUNITY ASSOCIATIONS

40004 COOK ST. STE 3  
PALM DESERT, CALIFORNIA 92211  
TELEPHONE: (760) 340-1515  
FACSIMILE: (760) 568-3053

ASSESSMENT COLLECTION  
DEPARTMENT

PLEASE REFER TO FILE 82-175

May 17, 2024

**SENT VIA FIRST-CLASS MAIL; AND**

**EMAIL:** mmontellano@rivco.org

Riverside County Treasurer-Tax Collector  
attn: Excess Proceeds  
P.O. Box 12005  
Riverside, CA 92502-2205

**Re: PIN: 635394001**  
**TC : 218 ITEM 534**  
**DATE OF SALE: April 26, 2022**

To Whom it May Concern:

The amount submitted in the Claim of Excess Proceed from the Sale of Tax-Defaulted Property submitted by our office July 21, 2022 in the amount of \$11,944.51 is true and correct.

There has been no additional amount accruing or payments made regarding the total balance owing of \$11,944.51, or since the last date of January 30, 2022 on the attached statement. The balance owing is the claim amount of \$11,944.51.

Sincerely,

**GURALNICK & GILLILAND**



Catherine Diehl  
Collection Manager

**RECEIVED**  
2024 MAY 20 PM 12:21  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Riverside }

On May 17, 2024 before me, Victoria W. Miller Notary  
Date Insert Name and Title of the officer

Public, personally appeared Catherine M. Diehl

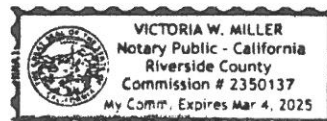
\_\_\_\_\_  
Name(s) of Signer(s)

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: Catherine M. Diehl



## OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signers Name: \_\_\_\_\_

☐ Corporate Officer – Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signers Name: \_\_\_\_\_

☐ Corporate Officer – Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY

To: Matthew Jennings, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 218 ITEM 534 Parcel Identification Number: 635394001

Assessee: SDL REAL ESTATE & PROP MANAGEMENT

Situs:

Date Sold: April 26, 2022

Date Deed to Purchaser Recorded: July 7, 2022

Final Date to Submit Claim: July 7, 2023

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 16,500.94+/- from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☒ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-0275837; recorded on 7/7/2022. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Please see enclosed.

If the property is held in Joint Tenancy, the tax sale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 23<sup>rd</sup> day of September, 2022 at Los Angeles County, State

Signature of Claimant  
Michael Haney, VP  
Heirfinders Research Associates  
Print Name

5042 Wilshire Blvd #622  
Street Address

Los Angeles, CA 90036  
City, State, Zip

323-937-3033  
Phone Number

info@gotomyclaim.com  
Email Address

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

Email Address

See Attached

SCO 8-21 (1.00)

RECEIVED  
2022 OCT -4 AM 7:25  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

# ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. **PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.**

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Heirfinders Research Associates LLC my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 635394001 sold at public auction on 4/26/2022. I understand that the total of excess proceeds available for refund is \$ 16,500.94+/- and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

[Signature]  
(Signature of Party of Interest/Assignor)

SDL Real Estate & Property Management  
Daniel Savant, Secretary, Chief Financial Officer  
(Name Printed)

28465 Old Town Front Ste 221  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF Riverside )

Temecula, CA 92590  
(City/State/Zip)

951-265-1077  
(Area Code/Telephone Number)

On 9-15-2022, before me, Valery J. Gupill, Notary Public, personally appeared Daniel Savant, 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Valery J. Gupill  
(Signature of Notary)

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

[Signature]  
(Signature of Assignee)

Michael Haney  
(Name Printed)

5042 Wilshire Blvd Ste 622  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF \_\_\_\_\_ )

Los Angeles, CA 90036  
(City/State/Zip)

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Haney, 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.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature of Notary)

**See Attached**  
(This area for official seal)



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

File No: n(RS)

APN No:

STATE OF CALIFORNIA

COUNTY OF Riverside

On 9-15-2022, before me, Valery J. Guptill, Notary Public, personally appeared

Daniel Savant

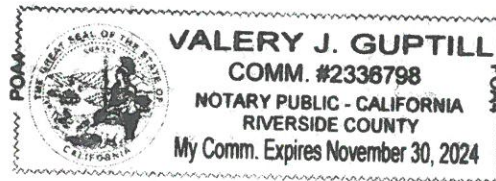
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

Valery J. Guptill



This area for official notarial seal.

### OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☒ INDIVIDUAL  
☐ CORPORATE OFFICER(S) TITLE(S): \_\_\_\_\_  
☐ PARTNERS: ☐ LIMITED ☐ GENERAL  
☐ ATTORNEY IN FACT  
☐ GUARDIAN/CONSERVATOR  
☐ TRUSTEE(S)  
☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:

Daniel Savant

Name of Person or Entity

Name of Person or Entity

### OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Assignment of Right to collect excess proceeds  
NUMBER OF PAGES: 1 DATE OF DOCUMENT: 9-15-2022  
SIGNER(S) OTHER THAN NAMED ABOVE: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On September 23, 2022 before me, Luz M. Catalan, Notary Public  
(insert name and title of the officer)

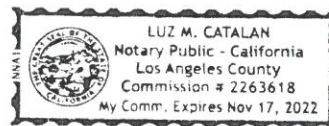
personally appeared Michael Haney  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~  
subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in  
his~~/her/their~~ authorized capacity~~(ies)~~, and 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

(Seal)



### Description of Attached document:

Title or Type of Document: ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

Document Date: September 23, 2022

ASSESSMENT NUMBER: 635394001



DOC # 2008-0275837  
05/22/2008 08:00A Fee:43.00  
Page 1 of 9

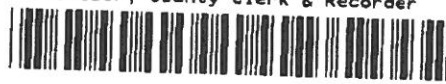
Recorded in Official Records  
County of Riverside

Larry W. Ward  
Assessor, County Clerk & Recorder

Recording requested by  
And when recorded return to:

SDL Real Estate and Property Management  
31309 Hwy 79 South, Suite 104  
Temecula, CA 92592

APN 635-394-001



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 601

## GRANT DEED

54

C  
601

The undersigned grantor declares:  
Documentary Transfer Tax is \$0.00 (Deed in lieu of foreclosure)

**SNEDAKER DEVELOPMENT COMPANY, INC.** a California corporation as Grantor

hereby **GRANTS AND CONVEYS** to:

**SDL Real Estate and Property Management, as Grantees**

all of Grantor's right, title and interest in and to the real property located in the unincorporated area of Pinyon Crest, California,  
described as:

**Parcel 120 as shown on a map recorded in book 30, page 39 of record of survey, in the office of the county recorder of  
Riverside County, California.**

This Grant Deed is being recorded to convey Grantors interest to Grantee in lieu of foreclosure.

IN WITNESS WHEREOF, Grantor has signed this deed on May 21, 2008.

Snedaker Development Company, Inc.  
a California corporation

By:

  
James R. Snedaker, President

State of California  
County of Riverside

May \_\_, 2008, before me, see attached personally appeared James R. Snedaker, proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed  
the same in his authorized capacity, and that by his signature on the instrument, the entity on whose behalf he signed executed the  
within instrument.

ACKNOWLEDGMENT

State of California

County of Riverside

On May 21, 2008 before me, Melvena G. Schaefer

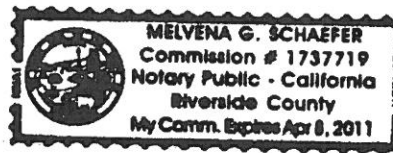
A Notary Public in and for said State personally appeared James R. Snedaker

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 Melvena G. Schaefer



Document: Grant Deed dated May 21, 2008

(Seal)



2008-02/5837  
05/22/2008 08:00A  
2 of 9

## **SETTLEMENT AND RELEASE AGREEMENT**

This SETTLEMENT AND RELEASE AGREEMENT ("Settlement Agreement") is entered into effective May 21, 2008, by and among Snedaker Development Company, Inc., a California corporation ("SDC"), and James Richard Snedaker as an individual ("JRS") on the one hand, and SDL Real Estate and Property Management, Inc., a California corporation ("SDL") on the other hand, each of whom will be referred to as a "Party" and together as the "Parties," with reference to the following:

- A. Disputes have arisen between the SDL, SDC, and JRS.
- B. The Parties now desire to compromise and resolve their differences, and to settle the disputes as among them, on the terms and conditions described in this Settlement Agreement.

### **1. SETTLEMENT.**

1.1 It is agreed that SDC shall convey all right, title and interest in and to the real property used as collateral for a loan secured against Parcel 120 as shown on a map recorded in book 30, page 39 of record of survey, in the office of the county recorder of Riverside County, California consisting of a vacant lot of approximately 2.5 acres in the unincorporated area of Pinyon Crest, California. When SDC has signed a notarized grant deed in favor of SDL and handed said deed to SDL, SDC and JRS shall have no further obligation to SDL. The original note and deed of trust previously signed by SDC in favor of SDL in the amount of One Hundred Twelve Thousand Dollars (\$112,000.00) shall no longer be in effect



and the granting of SDC's right, title, and interest in said lot to SDL shall be SDL's sole remedy and no further cause of action can be engaged by SDL against either, SDC or JRS.

It is duly noted by SDL that they have been informed that the real estate property taxes are not current, nor are the homeowners dues payable to the Pinyon Crest Homeowners Association current. Arrangements for payment or satisfaction of said outstanding obligations are the responsibility of SDL. JRS shall assist SDL in obtaining contact information for the Pinyon Crest Homeowners Association. SDL was informed at the time that they made the original loan that their interest was in third position behind a first and second trust deed, which is still the case at the time of signing this settlement agreement. No payments of interest have been paid on the first trust deed or the second trust deed and nothing to the contrary has been expressed or implied by SDC, or JRS. There may be liens or encumbrances against the property that neither SDC or JRS is aware of at the signing of this agreement but nevertheless SDL is accepting the grant deed of the property as it's sole remedy.

## 2. MUTUAL RELEASES.

2.1 **Release by**, hereby fully and forever RELEASES, ACQUITS and DISCHARGES SDC, together with directors, officers, shareholders, employees and agents, and JRS individually, as well as all of their respective heirs, successors, assigns and attorneys from any and all liability, claims,





demands, actions, causes of action and rights of any kind, whether presently known or not, other than those created by this Settlement Agreement.

**2.2 Releases by JRS and SDC.** SDC, for itself and its directors, officers, shareholders, employees and agents, and JRS individually, each for themselves and their respective heirs, successors and assigns, hereby fully and forever RELEASES, ACQUITS and DISCHARGES, together with their respective heirs, successors, assigns and attorneys, from any and all liability, claims, demands, actions, causes of action and rights of any kind, whether presently known or not, other than those created by this Settlement Agreement and the documents attached hereto and incorporated herein, which they, or any of them, may have arising from the transactions which are the subject of, or which could have been brought into, the Litigation.

**2.3 Waiver of Rights under California Civil Code §1542.** As to releases contained in Section 2 of this Settlement Agreement, the Parties, and each of them, waive the provisions of California **Civil Code §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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Parties, and each of them, acknowledge and agree that this waiver is an essential and material term of this Settlement Agreement and the settlement which led to it, and without such waiver the settlement would not have been



entered into. The Parties, and each of them, acknowledge that they have discussed with their legal counsel the significance and effect of waiving California **Civil Code §1542**, and warrant that this waiver is informed, knowing and voluntary.

3. **MISCELLANEOUS PROVISIONS.**

3.1 ***Compromise of Disputed Claims.*** This Settlement Agreement is a compromise of disputed claims. No aspect of this Settlement Agreement, including the furnishing of the consideration specified in this Settlement Agreement, or the settlement which has led to this Settlement Agreement, is intended to be nor shall it at any time be deemed, construed, or treated in any respect as an admission of liability by any person or entity for any act or failure to act by any Party, person or entity.

3.2 ***Integration.*** The undersigned, and each of them, acknowledge and represent that no promise or inducement not expressed in this Settlement Agreement has been made in connection with this Settlement Agreement. This Settlement Agreement contains the entire agreement and understanding between the Parties as to the subject matter of this Settlement Agreement, and supersede all prior and contemporaneous oral and written agreements, discussions and representations.

3.3 ***Amendment.*** This Settlement Agreement may be amended, modified or rescinded only in writing signed by the party to be charged.

3.4 ***Severability of Provisions.*** If any term, covenant, condition



or provision of this Settlement Agreement is held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

3.5 **Captions.** Paragraph titles and captions contained in this Settlement Agreement are inserted as a matter of convenience and for reference, and are not a substantive part of this Agreement.

3.6 **Interpretation.** The Parties have jointly drafted this Settlement Agreement through their respective counsel, and no provision or term of this Settlement Agreement shall be interpreted against any Party because that Party or its counsel drafted the term or provision.

3.7 **Additional Documents.** The Parties each agree to sign any additional documents which are reasonably necessary to carry out this Settlement Agreement or to accomplish its intent.

3.8 **Benefit and Burden.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors and assigns.

3.9 **Governing Law and Disputes.** This Agreement has been signed in the State of California, and shall be interpreted and enforced under California law. All disputes arising out of or relating to this Settlement Agreement shall be resolved in the Indio Superior Court, and each party hereto expressly consents to the jurisdiction of that court and agrees to waive any right to change the forum and venue based on any potential argument, whether forum non convenient or otherwise.

3.10 **Authority.** Any individual signing this Settlement Agreement on behalf of any corporation, partnership, joint venture or any other person or legal entity, warrants and represents that he or she has the authority to execute this Settlement Agreement on behalf of such other person or entity.

3.11 **Counterparts.** This Agreement may be executed in counterparts and by facsimile signature, and all counterparts as executed shall constitute one agreement binding on all the Parties and each executed counterpart shall be deemed an original.

3.12 **Representation by Counsel.** The undersigned, and each of them, acknowledge and represent that they are effecting this compromise and settlement and are executing this Settlement Agreement after having received full legal advice as to their rights from legal counsel of their choice. Each of the undersigned further acknowledge and represent that they have each read this Settlement Agreement in its entirety, understand all of its terms and provisions, and sign this Settlement Agreement voluntarily and of their own free will.

3.13 **No Reliance.** The Parties have all conducted their own investigation of the facts they deem material concerning their decision to enter into this Settlement Agreement, and have not based that decision on any representation by any other Party not expressly contained in this Settlement Agreement.


3.14 **Attorney's Fees.** In the event of any litigation, arbitration, or






other proceeding relating to this Agreement, the prevailing Party or Parties shall be awarded reasonable attorney fees, together with any costs and expenses, incurred to resolve the dispute and/or to enforce the final judgment.

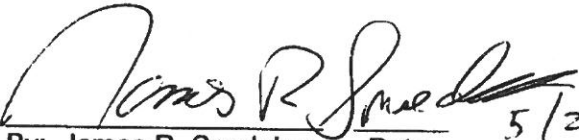
SDL Real Estate and Property Management, Inc.  
a California corporation


  
By: Danny Savant  
Its: President

5/21/08  
Date

  
By: Andy McIntosh  
Its: \_\_\_\_\_  
Date 5/21/08

Snedaker Development Company, Inc  
a California corporation

  
By: James R. Snedaker  
Its: President  
Date 5/21/08

  
James R. Snedaker  
An individual  
Date 5/21/08



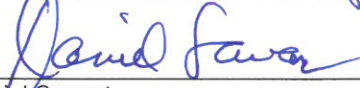
# DECLARATION

I, Assignor SDL Real Estate & Property Management, Daniel Savant as Secretary, Chief Financial Officer, declare the following to be true and correct with respect to my assignment of rights to claim excess proceeds to Assignee Heirfinders Research Associates, LLC, for parcel number 635394001 from the public auction of tax-defaulted property held on or about 04/26/2022, in Riverside County, CA. It is further understood that I have the right to file this claim on my own behalf directly with the County at no cost.

I have been advised of my right to file a claim for excess proceeds on my own behalf. The parties have disclosed all facts to each other that each is aware of regarding the value of the rights being assigned as required by California Revenue and Taxation Code, Section 4675.

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

Dated this 15 day of September, 2022

  
\_\_\_\_\_  
Daniel Savant

Secretary, Chief Financial Officer of  
SDL Real Estate & Property Management  
28465 Old Town Front Ste 221  
Temecula, CA 92590  
(951) 265-1077