

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



**ITEM:** 21.10  
(ID # 28631)

**MEETING DATE:**  
Tuesday, December 16, 2025

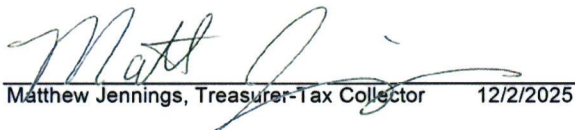
**FROM :** TREASURER-TAX COLLECTOR

**SUBJECT:** TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for the June 1, 2023 Chapter 8 Tax Sale Agreement, Item 1054. Last assessed to: 932-160-033 Avenida Matorral Trust Utd 10-15-14, District 3. [\$6,121-Fund 65595 Excess Proceeds from Tax Sale]

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

1. Approve the claim from Robert Nicorici, Trustee of the 932-160-033 Avenida Matorral Trust Utd 10-15-14, last assessee for payment of excess proceeds resulting from the Tax Collector's June 1, 2023 Agreement of Sale, Item 1054, associated with parcel 932160033; and,
2. Authorize and direct the Auditor-Controller to issue a warrant to Robert Nicorici, Trustee of the 932-160-033 Avenida Matorral Trust Utd 10-15-14 in the amount of \$6,121.47, 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.

**ACTION:Policy**


  
Matthew Jennings, Treasurer-Tax Collector 12/2/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: Medina  
Date: December 16, 2025  
xc: Treasurer

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 6,121	\$ 0	\$ 6,121	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	25/26

**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 above-described Chapter 8 Agreement of Sale of delinquent real property, effective June 1, 2023. The deed conveying title to the purchasers at the auction was recorded June 28, 2023. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on August 11, 2023 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 one claim for excess proceeds:

1. Claim from Robert Nicorici, Trustee of the 932-160-033 Avenida Matorral Trust Utd 10-15-14 based on a Trustee's Deed Upon Sale recorded November 17, 2014 as Instrument No. 2014-0438931, a Trust Agreement dated October 15, 2014, and a Certification of Trust (California Probate Code Section 18100.5) notarized April 18, 2025.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Robert Nicorici, Trustee of the 932-160-033 Avenida Matorral Trust Utd 10-15-14, be awarded excess proceeds in the amount of \$6,121.47. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

**Impact on Residents and Businesses**

Excess proceeds will be released to the trustee of the last assessee of the property.

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

**ATTACHMENT A. Claim Nicorici**

*Cesar Bernal*  
Cesar Bernal, PRINCIPAL MGMT ANALYST 12/4/2025

*Aaron Gettis*  
Aaron Gettis, Chief of Deputy County Counsel 11/7/2025

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

To: Matthew Jennings, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC: 2023 AGREEMENT ITEM: 1054 Parcel Identification Number: 932160033

Owner: 932160033 AVENIDA MATORRAL TRUST

Situs Address:

Date Sold: 06/01/2023

Date Deed to Purchaser Recorded: 06/28/2023

Final Date to Submit Claim: 06/28/2024

RECEIVED  
2024 JUN 26 AM 8:52  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ \_\_\_\_\_ from the sale of the above mentioned real property. I/We were the [ ] lienholder(s), [X] property owner(s) [please check one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2014-043893; recorded on 11/17/2014. 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 26<sup>TH</sup> day of JUNE, 2024 at RIVERSIDE COUNTY, CA  
County, State

Signature of Claimant  
ROBERT NICORICI

Signature of Claimant

Print Name  
3380 LA SIERRA AVE

Print Name

Street Address  
RIVERSIDE #104-141

Street Address

City, State, Zip  
7146301234 CA 92503

City, State, Zip

Phone Number  
RN 92886 @ GMAIL.COM

Phone Number

Email Address

Email Address

DOC # 2014-0438931

11/17/2014 01:01P Fee:31.00

Page 1 of 3 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:



AND WHEN RECORDED MAIL TO:

932-160-033 AVENIDA MATORRAL TRUST UTD  
18032 Lemon Drive Suite C 10-15-14  
Yorba Linda, CA 92886

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SMP	NCHG	EXAM
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									512

TRUSTEE'S DEED UPON SALE

37.50



A.P.N 932-160-033-7

Trustee's Sale No. 14-1428-11

The undersigned grantor declares:

1. The grantee herein was not the foreclosing beneficiary.
2. The amount of the unpaid debt together with costs was
3. The amount paid by the grantee at the Trustee's sale was
4. The documentary transfer tax is
5. The city transfer tax is
6. Said Property is in the City of:

\$226,130.37

\$61,950.01

~~\$0.00~~ 68.20 AS

\$0.00

MURRIETA

THE WOLF FIRM, A LAW CORPORATION as duly appointed trustee under the Deed of Trust hereinafter described, (herein called Trustee) hereby grants and conveys, but without warranty, express or implied, to 932-160-033 AVENIDA MATORRAL TRUST UTD 10-15-14 (herein called grantee), all right, title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the County of Riverside, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION MARKED AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE.

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust executed by JEFFREY SCANLON AND SANDRA SCANLON as Trustor, dated 11/27/2006 and recorded on 12/6/2006 instrument number 2006-0894018 of official records, in the office of the Recorder of Riverside County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance. Default occurred as set forth in a Notice of Default and Election to Sell which was filed for record in the office of the Recorder of said County, and such default still existed at the time of sale. All requirements of law regarding the mailing of copies of notices and the posting and publication of copies of the Notice of Sale have been complied with. Said property was sold by said trustee at public auction on 10/15/2014 at the place named in the Notice of Sale in the County of Riverside, California, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefor to said trustee the amount bid, in lawful money of the United States, or by the satisfaction pro tanto, of the obligations then secured by said Deed of Trust.

IN WITNESS WHEREOF THE WOLF FIRM, A LAW CORPORATION, has this day, 11/8/14 caused its name to be thereunto affixed.

THE WOLF FIRM, A LAW CORPORATION, AS TRUSTEE

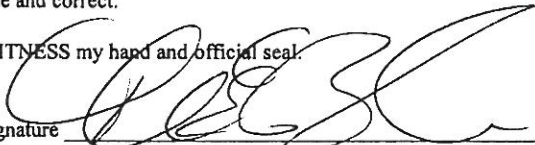
By: Renee C. Murray  
Renee C. Murray, Department Manager

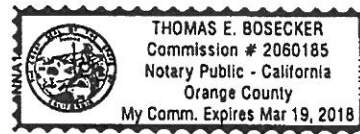
State of California ) SS.  
County of ORANGE )

On 11/8/14 before me, **THOMAS E. BOSECKER**, Notary Public, Personally appeared, **RENAE C. MURRAY** 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)  
**THOMAS E. BOSECKER, Notary Public**



2014-0438931  
11/17/2014 01:01P  
2 of 3

Ts NO. 14-1428-11

Order Number: 14-0010175-02

**EXHIBIT A**

PARCEL 3 OF PARCEL MAP 25342, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 181, PAGES 1 AND 2 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



2014-0438931  
11/17/2014 01:01P  
3 of 3

## Trust Agreement

(This is a Grantor Revocable Trust)

Robert Nicorici, hereinafter,

Referred to as "Trustee(s)" (which designation shall include all successor trustees) and those parties herein identified as Trustor(s)" are entering into this Trust Agreement ("Trust Agreement") on behalf of the beneficiaries.

### **(1) Trust Identification and Effective Date**

The vesting language to be used to identify this trust on documents of record, shall be as follows: 932-160-033 Avenida Matorral Trust UTD 10-15-14. The trust date is 10-15-14.

### **(2) Funding**

The Trustor(s) hereby convey or shall cause to be conveyed, to the Trustee, by title, bill of sale, assignment, or other evidence of ownership, the full legal and equitable title to the trust corpus, certain real property. The property is accepted by the Trustee, subject to any taxes, assessments, liens, charges, and encumbrances on record.

### **(3) Revocability of Trust**

This Trust is intended to be revocable by the Trustor(s). The Trustor hereunder hereby relinquishes any and all control over the disposition of this Trust.

### **(4) Power of Direction and Signing Authority**

The Trustee that has power to sign, transfer, encumber and sale the property or interest in the property, is, Social Props Invest LLC.

### **(5) Powers and Duties of the Trustee**

The Trustee is the sole owner of record of the real property held hereunder. So far as the public is concerned, the Trustee has full power and authority to convey, assign, lease, encumber, deliver, disburse, or otherwise deal with the Trust property.

### **(6) Compensation and Reimbursement of Trustee**

The Trustee is entitled to compensation for services rendered to this Trust and incorporate herein by this reference. If the Trustee makes any advances or incurs any expenses on account of this Trust or the Trust's property, or incurs any expenses by reason of being made a party to any litigation in connection with this Trust or Trust's property.

### **(7) Liability of Trustee**

The Trustee shall be personally liable in any manner by reason of its holding the legal and equitable title to the Trust property.

### **(8) Resignation and replacement of Trustee**

The Trustee may resign at any time upon giving the Beneficiaries forty-five (45) days advance notice. Alternatively, the Beneficiaries may remove and replace the Trustee via a written notice to the Trustee. In either event, a successor trustee shall be appointed by a majority-in-interest of the Beneficiaries within said forty-five (45) day time period. The resigning Trustee shall thereupon convey or transfer the Trust property to such successor trustee.

Any successor trustee shall become fully vested with all the title, estate, rights, powers, and trusts hereunder and shall act subject to all the provisions herein contained as if it had been the originally designated Trustee.

**(9) Death, or Incapacity, or Termination of Trustee**

In the event of the death, or legal incapacity, or termination of the Trustee, the following, in order of their listing (provided the same shall be willing and able to act) shall be appointed as the Successor Trustee with the same powers and duties of the Predecessor Trustee:

1<sup>st</sup> Choice: Yolanda Cornelius

In the event that none of the above choices are available to serve as the successor trustee, or in the event that no choices have been so designated herein, then the majority-in-interest of the Beneficiaries shall appoint a successor trustee. In the event that a successor trustee is appointed hereunder, an "Affidavit of Successor Trustee" shall be recorded in the county or counties wherein the real property held hereunder is located. Said recording shall act to vest title in the successor trustee with the same powers and duties of the predecessor trustee, and all other provisions of this Trust shall remain in full force and effect.

**(10) Termination of the Trust**

This Trust shall terminate when all the Trust property has been conveyed by the Trustee and all funds or other personality shall have been paid out or delivered under the terms hereunder, or until thirty five (35) years from the date of this Trust Agreement or extension thereof, whichever occurs first.

**(11) Confidentiality**

The identity of any beneficiary or trust property shall not be disclosed to the public by the Trustee unless required by law or by a Court order duly executed by a Justice or Magistrate of a Court of competent jurisdiction.

The Trustee shall not copy, share or show this Trust agreement to any individual or entitle, or any successor trustee hereto.

This Trust Agreement shall not be recorded anywhere. However, if any such recording shall occur, it shall not act as any notice of the right of any person derogatory to the title or powers of the Trustee.

**(12) Miscellaneous Provisions**

Notice Addreses:

Trustee: Robert Nicorici

3380 La Sierra Ave #104-141, Riverside, CA 92503.

This Trust Agreement contains the entire understanding among the parties hereto, and it may be amended, revoked or terminated only by a written agreement signed by the Trustee and a majority-in-interest of the Beneficiaries hereunder or their successors in interest. Whenever the context so indicates, the masculine gender includes the feminine and/or neuter and the singular included the plural.

This Trust Agreement is herein accepted by the Trustee, in the State of California, and its validity construction, rights and interpretation shall be governed by the laws of California, without reference to its conflict of laws provisions. In the event that any provision of the Trust Agreement is held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Trust Agreement.

The undersigned Trustors acknowledge that the Trustee recommends that an attorney review and approve this Trust Agreement. All parties hereto agree that the Trustee shall not incur any liability to any party because any trustor chose to enter into this Trust Agreement without legal advice.

This Trust Agreement may be executed in counterparts and on separate counterparts, each of which when so executed and delivered shall be deemed to be an original. All such counterparts, taken together, shall constitute but one and the same Agreement.

Signatures to this Trust Agreement may be transmitted by facsimile, each of which shall have the same effect as and be deemed an original signature for purposes of the Trust Agreement.

**APPROVED AND ACCEPTED:**

Trustor: \_\_\_\_\_  
Robert Nicorici

Date: 10-15-14

Trustee:

By: \_\_\_\_\_  
Robert Nicorici

Date: 10-15-14

**CERTIFICATION OF TRUST**  
(CALIFORNIA PROBATE CODE SECTION 18100.5)

DATE: 04/18/2025

PROPERTY ADDRESS: Vacant Land APN 932-160-033 on Avenida Matorral in Riverside County.  
THE UNDERSIGNED TRUSTEE(S) CERTIFY(IES) UNDER PENALTY OF PERJURY THE FOLLOWING:  
Social Props Invest LLC IS/ARE THE CURRENT TRUSTEE(S) 932-160-033 Avenida Matorral Trust UTD 10-15-14. THE TRUST CREATION DATE IS 10-15-14. THE TRUSTOR(S)/SETTLOR(S) IS/ARE: Robert Nicorici

THE TRUST'S TAXPAYER IDENTIFICATION NUMBER IS [REDACTED]

A TRUE AND CORRECT COPY OF THE TRUST PROVISIONS ESTABLISHING THE TRUSTEE(S) POWERS ARE ATTACHED HERETO AS EXHIBIT B. THE TRUSTEE(S) IS/ARE FULLY EMPOWERED TO DO THE SUBJECT ACT FOR SAID TRUST AND IS/ARE PROPERLY EXERCISING HIS/HER/THEIR EXPRESS TRUST AUTHORITY OR THE NON-CONTRADICTORY IMPLIED AUTHORITY PRESCRIBED BY CALIFORNIA LAW.

THE TRUST IS Revocable. (REVOCABLE OR IRREVOCABLE) IT IS IN FULL FORCE AND EFFECT AND HAS NOT BEEN REVOKED, MODIFIED OR OTHERWISE AMENDED IN ANY MANNER WHICH WOULD CAUSE THESE REPRESENTATIONS TO BE INCORRECT. THE NAME OF EACH PERSON WHO HAS THE POWER TO REVOKE THE TRUST ARE: Social Props Invest LLC

TO HIS/HER/THEIR KNOWLEDGE, THERE ARE NO CLAIMS, CHALLENGES OF ANY KIND OR CAUSES OF ACTION ALLEGED, CONTESTING OR QUESTIONING THE VALIDITY OF THE TRUST.

Date: 04/18/2025

932-160-033 Avenida Matorral Trust UTD 10-15-14

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.

  
\_\_\_\_\_  
Robert Nicorici

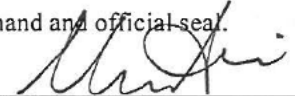
ACKNOWLEDGMENT  
State of California County of  
Riverside)

Trustee of 932-160-033 Avenida Matorral Trust  
UTD 10-15-14

On 4-18-2025 before me,  
Madelyn Leea Avila, Notary Public (insert name and title of the officer) personally appeared  
Robert Nicorici,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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)

