

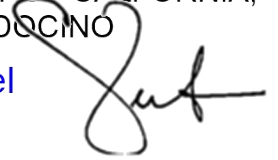
FILED

04/06/2022

MARK S. ADAMS, SBN 68300
 California Receivership Group
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 Court-Appointed Receiver

KIM TURNER, CLERK OF THE COURT
 SUPERIOR COURT OF CALIFORNIA,
 COUNTY OF MENDOCINO

Delgado, Samuel
 DEPUTY CLERK



**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 IN AND FOR THE COUNTY OF MENDOCINO**

CITY OF UKIAH, a municipal corporation,

Petitioner,

v.

QUESTEX, LTD., et al.

Respondents.

Case No. SCUJ-CVPT-15-66036

**(PROPOSED) ORDER DISCHARGING
 COURT-APPOINTED RECEIVER, AND
 DISMISSING ACTION WHEN
 CONDITIONS STATED IN THE
 SETTLEMENT AGREEMENT ARE MET**

Judge: Hon. Ann Moorman
 Dept.: G

Based on the Stipulation of Parties Re: Approving Stipulation and Settlement Agreement and Discharging Receiver dated March 21, 2022 (“Stipulation”) and good cause appearing therefor, the Court hereby enters its order as follows

1. IT IS HEREBY ORDERED that the Settlement Agreement and Stipulation are approved, and their content and the actions described therein are hereby approved and ratified. Receiver Mark Adams, (“Receiver”) appointed by court order, filed January 9, 2017, for the property located at 272 North State Street, Ukiah, CA 95482 (APN 002-224-13) (“Property”) is discharged as provided herein.

2. IT IS FURTHER ORDERED that effective upon satisfaction of the conditions stated in the Sections 2, 3.a. 3.b and 4 of the Settlement Agreement, the receivership estate is terminated, and the Receiver is formally discharged of all further duties, liabilities, and responsibilities in this matter.

IT IS FURTHER ORDERED that all acts, transactions, and actions of the Receiver, California Receivership Group and their counsel herein for the receivership period are confirmed, ratified and approved. This discharge order is res judicata as to any claim that may have been brought or could be brought by any Party or non-Party person or entity against the Receiver, California Receivership Group, Petitioner City of Ukiah (“Petitioner”), Twin Investments, LLC, current owner of the Property (“Owner”) arising out of the establishment or administration of the Receivership.

3. IT IS FURTHER ORDERED that the Receiver is hereby discharged from all further duties, liabilities, and responsibilities as Receiver herein upon satisfaction of the conditions stated in the Sections 2, 3.a. 3.b and 4 of the Settlement Agreement.

4. IT IS FURTHER ORDERED that all further liability on any bonds heretofore filed by the Receiver is hereby released and the sureties exonerated thereon.

5. IT IS FURTHER ORDERED that upon discharge the court retains jurisdiction pursuant to California Code of Civil Procedure Section 664.6 to enforce the Settlement Agreement. Notwithstanding dismissal of the action , the prevailing party in an action to enforce the Settlement Agreement shall be awarded reasonable attorneys’ fees and other recoverable costs as determined by the court pursuant to California Code of Civil Procedure Section 664.6.

6. IT IS FURTHER ORDERED that all receivership certificates, deeds of trust, liens, mechanics liens, notices of lis pendens, and other interests in the Property, recorded in the Official Records of Mendocino County against the Property prior to January 11, 2019 and recorded before or after said date in connection with or as a result of the administration of the receivership, except the 2019 Deed of Trust and lis pendens providing notice of the receivership proceedings, which are subject to Section 3(d) and 4 of the Settlement Agreement, are hereby extinguished and removed from the chain of title to the Property. Notice of this provision of this order, attached hereto as Exhibit A, may be recorded by Petitioner, City of Ukiah with the Mendocino County Recorder.

7. IT IS FURTHER ORDERED that pursuant to Health and Safety Code Section 17980.7, the Court retains jurisdiction for 18 consecutive months from the date of this order to

reinstate the receivership, unless escrow has closed under the Purchase and Sale Agreement as contemplated by the Letter of Intent, approved the Court in its sealed order. If said escrow has not closed and the Purchase and Sale Agreement is terminated, not later than 15 months from said date, Petitioner and Owner shall submit reports to the Court on the condition of the Property, and the status of its rehabilitation.

The status hearing currently set for May 9, 2022 is hereby vacated.

IT IS SO ORDERED.

DATED: ~~March~~ ^{4/5/2022} ~~___~~, 2022



Honorable Ann Moorman
Judge of the Superior Court

EXHIBIT A

RECORDING REQUESTED BY
AND MAIL TO:

City Clerk
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

ASSESSOR'S PARCEL NO. 002-224-13

No fee pursuant to Government Code Section 6103; the value is less than \$100.00

NOTICE IS HEREBY GIVEN that on March __, 2022, in *City of Ukiah v. Questex Ltd., et al*, Mendocino County Superior Court Case No. SCUJ-CVPT-66036 (“the Action”), the Court signed and filed its Order Approving Settlement Agreement, Discharging Court-Appointed Receiver, and Dismissing Action When Conditions Stated in the Settlement Agreement Are Met (“the Order”). A true and accurate copy of the Order is attached hereto.

Section 6 of the Order affects the real property located at 272 North State Street, Ukiah, CA 95482 located at 272 North State Street, Ukiah, CA 95482, also known as Mendocino County Assessor’s Parcel Number 002-224-13 (the “Property”) and described as follows:

Parcel One:

Beginning at the Southwesterly corner of State of Smith Streets in said City, and running thence Westerly on the Southerly line of Smith Street, 200 feet, more or less, to the Southeasterly corner of Smith and School Street, 60 feet; thence at right angles Easterly 200 feet, more or less, to the Westerly line of State Street; thence Northerly on the Westerly line of State Street, 60 feet to the place of beginning.

Parcel Two:

Commencing at a point on the Westerly line of State Street in Block 14 of Ukiah City, 60 feet Southerly from the Southwest corner of the intersection of Smith and State Street; thence Southerly along the Westerly line of State Street, 40 feet to the Northeast corner of land of A.R. Steiert; thence at right angles Westerly along the North line of land of A.R. Steiert, 80 feet; thence continuing Westerly on the same course 120 feet to the East line of School Street; thence Northerly along the East line of School Street, 40 feet; thence at right angles 200 feet to the place of beginning.

Parcel Three:

Commencing at the Northeast corner of the Lot formerly owned by J.R. Mathews in Block 14 of the City of Ukiah; thence Northerly at right angles to the North line of Standley Street, 25 feet to the South line of Parcel 2 hereinabove described; thence Westerly along the South line of said Parcel 2, 24 feet; thence Southerly at right angles to Standley Street, 25 feet to the Northwest corner of said Lot formerly owned by J.R. Mathews, 24 feet to the place of beginning.

Said Section 6 provides that all receivership certificates, deeds of trust, liens, mechanics liens, notices of lis pendens, and other interests in the Property, recorded in the Official Records of Mendocino County against the Property prior to January 11, 2019, and any documents recorded before or after January 11, 2019 in connection with or as a result of the administration of the receivership, are here by extinguished and removed from the chain of title to the Property, except for the August 9, 2019, Court approved a Receiver's Certificate and a deed of trust in the amount of \$120,000 in favor of California Receivership Group as beneficiary ("2019 Deed of Trust") and the notice of lis pendens providing notice of the receivership proceedings, which are subject to being removed from the chain of title to the Property pursuant to Sections 3(d) and 4 of the Settlement Agreement.

The Order authorizes this Notice to be filed in the Official Records of the County of Mendocino.

Dated:

David J. Rapport, City Attorney
Attorney for Petitioner City of Ukiah

NOTARY 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 Mendocino

On _____ before me, _____, Notary Public, personally appeared David J. Rapport, 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)

PROOF OF SERVICE

I am employed in the County of Mendocino; my business address is 405 West Perkins Street, Ukiah, California 95482. I am over the age of eighteen years and not a party to the foregoing action.

On March 30, 2022, I served the below listed document described as:

STIPULATION TO APPROVE SETTLEMENT AGREEMENT, TO DISCHARGE COURT-APPOINTED RECEIVER, AND TO DISMISS ACTION WHEN CONDITIONS STATED IN THE SETTLEMENT AGREEMENT ARE MET; (PROPOSED) ORDER

By the following described below:

by mail on the following party(ies) in said action, in accordance with Code of Civil Procedure § 1013a(3), by placing a true copy thereof enclosed in a sealed envelope in a designated area for outgoing mail, addressed as set forth below. Mail placed in that designated area is given the correct amount of postage and is deposited that same day, in the ordinary course of business, in a United States mailbox in the City of Ukiah, California.

by personally delivering a true copy thereof, in accordance with Code of Civil Procedure § 1011, to the person(s) and at the address(es) set forth below.

by overnight delivery on the following party(ies) in said action, in accordance with Code of Civil Procedure § 1013(c), by placing a true copy thereof enclosed in a sealed envelope, with delivery fees paid or provided for, and delivering that envelope to an overnight express service carrier as defined in Code of Civil Procedure § 1013(c).

by electronic mail pursuant to stipulation as follows.

James King
Stephen F. Johnson
Michaelyn P. Wipf
Zachary S. Stephens
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Mark S Adams, Esq.
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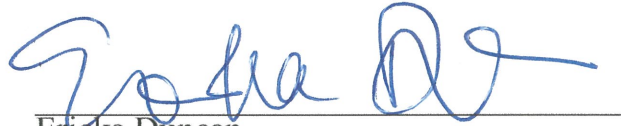
Robert Green
GREEN 7 NOBLIN, P.C.
2200 Larkspur Landing Circle, Suite 101
Larkspur CA 94939
rsg@classcounsel.com

Courtesy Copies:

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c/o 101 Property Management
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Ukiah CA 95482
toddschapmire@gmail.com

Roger J. Brothers
Brothers & Smith
2033 N. Main St. #720
Walnut Creek CA 94596
rbrothers@brotherssmithlaw.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this document was executed on March 30, 2022.


Ericka Duncan