

**Robbed by Kern County Sheriff's Deputies  
Testimony by Alexandra Wilson**

**§ 4 – Kevin filed a  
Declaration of Claim  
at the **Kern County Assessor's Office**  
on 9-4-2015,  
then received his first property tax bill.  
We got water, electricity, and internet turned on.**

Mr. Kevin Byrd requested a form from the Kern County Assessor's Office for use in **claiming possession** the **abandoned property**. The clerk informed us that the **record owners John and Cheryl Ross** would receive notice from their office.



*Kevin arriving at the COUNTY OF KERN ADMINISTRATIVE CENTER. The COUNTY ASSESSOR'S OFFICE is located on the 2nd floor*



*Kevin outside the ASSESSOR'S OFFICE.*



*Kevin filling out the form.*


“American law draws its origins from English law, which assumes that **property unused is property wasted**. Thus, giving credence to possessors who are acting in *good faith* ensures no property will go unused, allowing the community to produce at full capacity. Filling out an **adverse possession** form will protect the possessor from charges of **criminal trespass**, however the [record] owner can still ask the police to *evict* the possessor.”<sup>1</sup>

<sup>1</sup> **LegalMatch.com: “Adverse Possession Lawyers”:** <http://www.legalmatch.com/law-library/article/adverse-possession-lawyers.html>

Page 1 of 2 of Mr. Byrd's claim:

**Kern County Assessor-Recorder**

Jon Lifquist  
Assistant Assessor  
Lee Smith  
Assistant Recorder  
Brian Pico

 **COPY**

**DECLARATION OF CLAIM OF ADVERSE POSSESSION**

I, Kevin Ray Byrd, declare under penalty of perjury under the laws of the State of California, that I currently have possession of property known as 2222 Commercial Ave. (a portion of ) APN 203 751-03-002 intend to be assessed for the property in order to perfect my claim of adverse possession. I took possession of the property on April 2015, and my possession of the property is of the following type:

Residential residence helping a veteran, should take graduation  
*Describe use (for example: personal residence, grazing of cattle, etc)* with Willpower PAC

The legal action I have taken to further my claim of adverse possession include the following: (for example: hired an attorney, filed court action, hearing date set, etc.) educational purposes

Action	Date
<u>Cleaned + sanitized worn down</u>	
<u>unpaid for house</u>	<u>Agree court</u>
<u>received blessing from</u>	<u>July 2015</u>
<u>neighbors who contacted</u>	
<u>parents owner unsuccessfully</u>	

I understand this document shall be kept and maintained by the Assessor as a public record and shall be open to public inspection. I also understand the Assessor will send a copy of this declaration by certified mail to the current assessed owner(s) of this property.

Kevin Byrd  
Claimant's Signature

Sep 4 / 2015  
Date

Kevin Byrd  
Claimant's Name (Print)

ASSESSOR'S OFFICE 1114 Truxtun Avenue, Bakersfield, CA 93301-4026 / Telephone (805) 838-6400  
RECORDERS OFFICE 1104 Truxtun Avenue  
FALL OF ADDRESS 11055 Orosi Avenue, Bakersfield, CA 93301-0738 Telephone (805) 838-6400



# Kern County Assessor-Recorder

Jon Lifquist

JON LIFQUIST  
ASSESSOR-RECORDER

Assistant Assessor  
Lee Smith  
Assistant Recorder  
Brian Pace

**COPY**

SEP 04 2015

RECEIVED

Pursuant to California Revenue and Taxation Code Section 620, amended January 1, 1993, SB 1340, Chapter 195, the undersigned makes claim to the lands described herein and desires to have his or her name inserted with that of the assessee.

In support of this claim one of the following documents is attached:

- 1) A certified copy of a deed, judgement or other instrument that creates or legally verifies the claimant's ownership interest in the property, or
- 2) A certified copy of a document creating the claimant's security interest in the property, or
- 3) A declaration, under penalty of perjury, that the claimant currently has possession of the property and intends to be assessed for the property in order to perfect a claim of adverse possession.

This document shall be kept and maintained by the Assessor as a public record and shall be open to public inspection.

Assessor's Parcel Number: 263-352-03-1

Legal Description: [Optional. Attach separate sheets as needed.]

For both personal use and public benefit (helping people)

Date Interest Acquired: August 30, 2015

Claimant's Mailing Address: 2232 Commercial Ave  
Lake Isabella, California 93240

Claimant's Telephone No: 415-798-7457 on September 4, 2015

Claimant's Name (Print): Kevin Ray Byrd

Claimant's Signature: Kevin Ray Byrd

ASSESSOR'S OFFICE / 1115 Taylor Avenue / Lancaster, CA 93502-4500 / Telephone (805) 934-9488  
RECORDER'S OFFICE / 1300 Taylor Avenue  
HALL OF RECORDS / 1008 Chester Avenue / Lancaster, CA 93502-6210 / Telephone (805) 934-9400

Although **John and Cheryl C. Ross** were the **record owners**, both appeared to have **abandoned** the property according to the the doctrine of **presumed dereliction**. Kevin and I were in **lawful possession**.

Kevin received his first property tax bill in the mail after filing the Declaration of Claim, however we were wrongfully **dispossessed** prior to being able to make the first payment in accordance with 2 CCP § 325(b), which reads: *"In no case shall **adverse possession** be considered established under the provision of any section of this code, unless it shall be shown that the land has been **occupied** and **claimed** for the period of five years continuously, and the party or persons, their predecessors and grantors, have timely paid all state, county, or municipal taxes that have been levied and assessed upon the land for the period of five years during which the land has been occupied and claimed. Payment of those taxes by the party or persons, their predecessors and grantors shall be established by certified records of the county tax collector."*

### Property Tax Bill:

**Jordan Kaufman**  
Kern County Treasurer - Tax Collector  
1115 Truxtun Avenue, 2nd Floor, Bakersfield, CA 93301

**KCTTC**  
Kern County Treasurer - Tax Collector

**2015-2016 SECURED PROPERTY TAX BILL**

FOR FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016

1 **BILL TYPE:** 2015-2016 SECURED

2 **PROPERTY ADDRESS - DESCRIPTION**  
2232 COMMERCIAL AV LAKE ISABELLA  
2182 - 33

PAY ONLINE: [www.kcttc.co.kern.ca.us](http://www.kcttc.co.kern.ca.us)

3 **OWNER OF RECORD AS OF** 01/01/15  
ROSS JOHN J & CHERYL C

4 **EVENT DATE** 01/01/15      5 **BILL DATE** 09/05/15

CURRENT OWNER  
ROSS JOHN J & CHERYL C  
C/O BYRD KEVIN RAY  
2232 COMMERCIAL AVE  
LAKE ISABELLA CA 93243

77003

6 **BILL NO.** 2015-1198343-00-7      7 **ASSESSOR TAX NO.** 283-352-03-00-2      8 **TRA** 082-006      9 **1<sup>ST</sup> INSTALLMENT** 252.15      10 **2<sup>ND</sup> INSTALLMENT** 252.15      11 **TOTAL DUE** 504.31

12 **YOUR TAX DISTRIBUTION**

TAXING AGENCY	RATE/PHONE #	TAX AMOUNT
GEN LOCAL GOVT	1.000000	381.41
KERVILLE GOB 00B	.002037	.77
KERVILLE GOB 04C	.005122	1.95
KERVILLE 2004B	.005117	1.95
KERVILLE GOB 08C	.021175	8.07
KERVILLE 04A REF	.025655	9.78
KERN HIGH RF 2011	.008324	3.17
KERN HIGH 2004-D	.004893	1.85
KERN HIGH RF 2012	.006656	2.65
KERN HIGH RF 2013	.006558	2.50
KERN HIGH RF 04C	.005558	2.15
KCCD SRID 2002B	.001980	.75
KCCD SRID 2002C	.003358	1.27

13 **YOUR TAX DISTRIBUTION**

TAXING AGENCY	RATE/PHONE #	TAX AMOUNT
KCCD SRID 05A SRD	.008253	3.34
KCSWMP LAND USE	661-862-8623	62.96
<b>TOTAL</b>	<b>1.195869</b>	<b>604.31</b>

14 **VALUES** 01/01/15      15 **NET TOTAL VALUE** 38,138

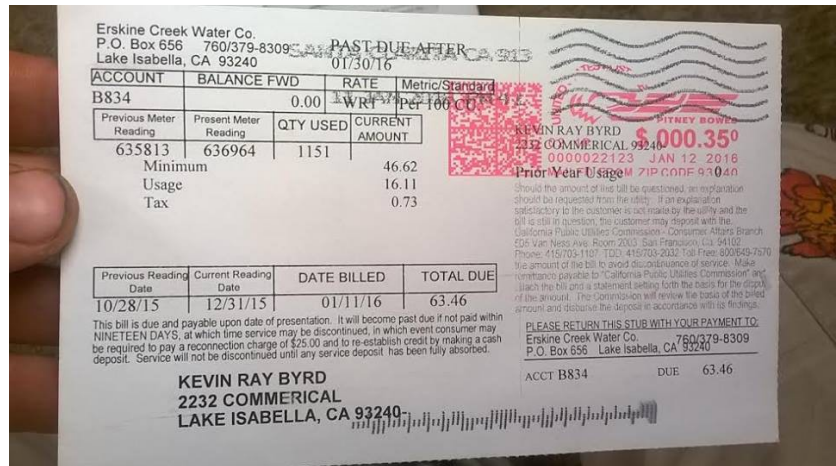
VALUES	MINERAL	LAND	IMPROVEMENTS	OTHER IMPROVEMENTS	PERSONAL PROPERTY	EXEMPTIONS	NET TOTAL VALUE
01/01/15	0	19,472	18,664	0	0	0	38,138

SCAN THE QR CODE ON BACK TO PAY AND REVIEW YOUR TAXES ONLINE

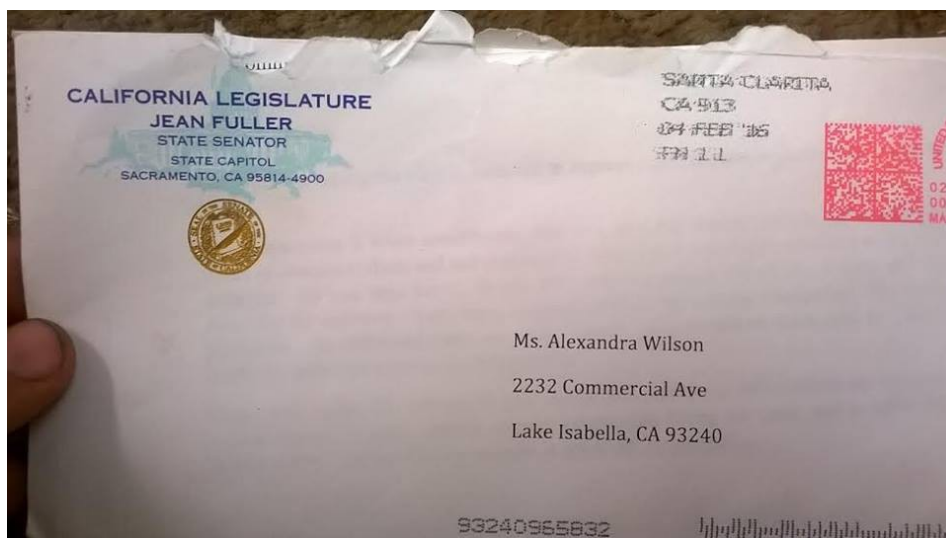
Kevin sent a copy of his Declaration of Claim (pages 43 –44) to **Erskine Creek Water Co.** in order to have the water turned on, and to **Southern California Edison** to have the electricity turned on. We had mail delivered to our new residence.



*Southern California Edison bill.*



*Erskine Creek Water bill.*



*A letter from Senator Jean Fuller.*

# Nov. 20 – internet turned on:



## Customer Agreement (Residential)

This Customer Agreement, including any applicable addenda to this Customer Agreement (collectively, the "Agreement") describes the terms and conditions between you and ViaSat, Inc. ("ViaSat," "Us" or "We") applicable to ViaSat's Internet access services, which includes ViaSat's email service (the "Internet Service(s)"), voice over Internet protocol service ("Exede Voice") and premier technical support service ("Premier Tech Support") (the Internet Service(s), Exede Voice and Premier Tech Support may also be individually referred to as the "Service" or collectively referred to as the "Services"). Please note that if you receive your bill for your Service from a third party, the terms of any customer agreement with that third party and their contact information will be different than provided in this Agreement. Please read this Agreement carefully since it contains important contract rights and obligations between you and ViaSat, as well as important limitations on those rights. If you would like to contact us, you may call 1-855-463-9333 or write to:

ViaSat, Inc.  
P.O. Box 4427  
Englewood, CO 80155  
Attention: Customer Care

**A. Minimum Service Commitment.** The Internet Services require subscribers to commit to a 24-month minimum service term ("Minimum Service Term"), unless a different term is stated in this Agreement for your plan. If you upgrade from a WildBlue branded Internet Service plan (a "WildBlue Plan") to an Exede Internet Plan ("Exede Internet Plan" means any Exede branded service plan) or you change your Service location, you must commit to a new 24-month Minimum Service Term beginning on the date your new Exede or WildBlue Internet Service is activated. **If you terminate Internet Service prior to the expiration of the Minimum Service Term, you will owe (and your credit card, debit card, or bank account may be charged) the termination fee described below (the "Termination Fee") and/or any other termination fee described in this Agreement applicable to the Service(s) you are receiving.** You may not downgrade your Exede Internet Plan to a lower tier Exede Internet Plan until 30 days after activation of your Exede Internet Service.

**B. Term and Renewal.** The term of this Agreement commences on the date your Internet Service is activated and continues for the duration of the Minimum Service Term unless terminated earlier by you or ViaSat. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis, unless you have either agreed to a new Minimum Service Term under another Internet Service plan offered by ViaSat ("Renewal Service Term") or terminated this Agreement pursuant to Section 4.3.

**C. Equipment.** New Internet Service customers must lease the equipment provided by ViaSat consisting of a modem, antenna and transceiver ("Equipment") in order to receive the Internet Service. Only a ViaSat-authorized installer may install the antenna and transceiver at your residence. Only a ViaSat-authorized installer may install the modem at your residence if you are a new customer. Existing customers may self-install an upgraded modem.

**D. Data Allowance Policy/Bandwidth Usage Policy.** Classic Exede, Essential 10, Exede Evolution and WildBlue service plans are subject to strict data usage limits which are described in the Data Allowance Policy. If you exceed your data usage limits, ViaSat will significantly slow and/or restrict your Internet Service, or certain uses of your Internet Service, for the remainder of your monthly billing period. The Liberty service plans ("Liberty Plan(s)") are subject to "Priority Data" usage limits which are also described in the Data Allowance Policy. If you exceed your Priority Data usage limits, you will receive "Liberty Pass" for the remainder of your monthly billing period. Liberty Pass speeds will be slower than Priority Data speeds, do not support video streaming on multiple devices and may not support streaming of high definition video. Liberty Pass speeds will vary based on the time of day and your geographic location and may be extremely slow when the network is busy, typically in the evening hours (about 5:00 p.m. – 2:00 a.m. local time), which may greatly impair your ability to use the internet. Liberty Pass users will receive lower priority on our network than subscribers who have not exceeded their data allowance or other data threshold, which may result in Liberty Pass users experiencing slower speeds when the network is busy than subscribers who have not exceeded their data allowance or other data threshold. Heavier users of Liberty Pass may be slowed to a larger extent than lighter users. The Freedom service plan ("Freedom Plan") is governed by the Bandwidth Usage Policy and is not subject to a strict data allowance; however, as set forth in Exhibit A, if you use more than 150 GB of data during your monthly billing period, certain speeds of your Internet Service will be slowed, as described in the Bandwidth Usage Policy. In addition, ViaSat may contact you and request that you reduce your monthly usage below 150 GB or transition to another service plan. If you do neither, ViaSat may terminate your service in accordance with Section 4.4 of the Agreement. The data usage limits for our Internet Service plans are set forth in Exhibit A, attached hereto and incorporated herein.

**E. Termination Fee.** If you cancel the Internet Service (resulting in termination of this Agreement) before completion of the Minimum Service Term or Renewal Service Term, the Termination Fee is equal to the number of months left in your Minimum Service Term or Renewal Service Term multiplied by \$15.00 unless a different termination fee is stated in this Agreement for your Internet Service plan.


**F. Return of Equipment.** If you fail to return the modem and transceiver within 30 days after termination of this Agreement, additional charges will apply as specified in the Lease Addendum. If you purchased your Equipment, you are not required to return the Equipment upon termination of this Agreement. In any event, ViaSat is not obligated to de-install the Equipment.

**G. Payment Authorization.** You authorize ViaSat to charge your credit card or debit card ("Card Payment"), or initiate an electronic funds transfer out of your bank account ("EFT Payment") for payment of all or any portion of your Service fees, the Termination Fee (and/or any other applicable termination fee) and any other amounts payable under this Agreement, until such amounts are paid in full, unless you live in a state where ViaSat is required under applicable law to accept another method of payment or ViaSat has agreed to accept another method of payment from you.

This Agreement has 12 pages and incorporates ViaSat's Data Allowance Policy, Bandwidth Usage Policy, Privacy Policies, Acceptable Use Policy, Email End User License Agreement and your Internet Service plan details as posted on the applicable ViaSat website: [www.exede.com](http://www.exede.com) or [www.wildblue.com](http://www.wildblue.com). In addition, if you are leasing your Equipment, receiving Exede Voice, receiving Premier Tech Support and/or are receiving Services through our Recovery Act Program, the Agreement incorporates, as applicable, the Lease Addendum, the Exede Voice Addendum, the Premier Tech Support Addendum and/or the Recovery Act Addendum. You acknowledge that you have received, read, understand and agree to be bound by all of the terms and conditions set forth on each of the pages of this Agreement and the incorporated documents, as each of them may be updated from time to time.

**If you did not receive Sections 1 through 8 of this Agreement, Exhibit A, and, if applicable, the Lease Addendum, the Exede Voice Addendum, the Premier Tech Support Addendum and/or the Recovery Act Addendum, DO NOT SIGN THIS AGREEMENT.**

### CUSTOMER INFORMATION

E-Signed : 11/20/2015 12:36 PM CST  
Customer Signature:   
kevinbyrd@gmail.com  
IP: 162.72.19.171  
Certifi Electronic Signature  
DocID: 20151120123352701

Customer Signature:

Date:

Print Customer Name:

Street Address:

KEVIN BYRD  
2232 COMMERCIAL AVE  
LAKE ISABELLA, CA 93240

Authorized Signer's Signature:

Date:

Print Authorized Signer's Name:

Relationship to Customer:

### AUTHORIZED SIGNER INFORMATION

(if Customer is not present at Installation)

By signature I affirm that the Customer has authorized me to establish an account in the Customer's name.

