

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



**FROM:** Don Kent, Treasurer/Tax Collector

**SUBMITTAL DATE:**  
**JUN 23 2010**

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 176, Item 475.  
Last assessed to: James S. Whitehouse M.D. Trustee of the James S. Whitehouse M.D. Inc., Pension Plan as to an  
**(Continued on Page 2)**

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

- 1) Approve the claim from Betty Myers, Successor Trustee of the James Curty and Myrtle W. Curty Revocable Trust Agreement dated July 13, 1988, last assessee's for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 811141011-4;
- 2) Approve the claim from Ann M. Exley, Trustee of the Exley Family Trust, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 811141011-4;

**(Continued on Page 2)**

**BACKGROUND:** (Continued on Page 2)

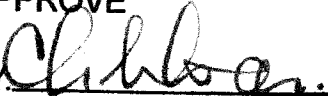
  
Don Kent, Treasurer-Tax Collector

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$84,699.59	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	N/A
	Annual Net County Cost:	\$	For Fiscal Year:	2010-11

<b>SOURCE OF FUNDS:</b> Fund 65595 Excess Proceeds from Tax Sale	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

**APPROVE**

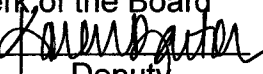
BY:   
County Executive Office Signature Christopher M. Hans

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: September 14, 2010  
xc: Treasurer, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.:**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD  
District: 4 | Agenda Number:

**9.35**

FORM APPROVED COUNTY COUNSEL  
BY: Dale A. Gardner 6/23/10 DATE  
DALE A. GARDNER  
Departmental Concurrence

Dep't Recomm.:  
Per Exec. Ofc.:  
 Consent  
 Policy  
 Consent  
 Policy

**BOARD OF SUPERVISORS**

Form 11:

Page 2

**SUBJECT: (Continued)**

undivided 36.4% interest, James Curty and Myrtle W. Curty, Trustees under Trust Agreement dated July 13, 1988, as to an undivided 16.0% interest, Sidney T. Exley and Ann M. Exley, Trustees of the Exley Family Trust as to an undivided 12.0% interest, Patricia A. Tozzer, Trustee for the Tozzer Family Trust as to an undivided 14.0% interest, Betty V. DeCamp as Trustee and Subsequent Trustee of the DeCamp Family Trust dated December 22, 1987, as to an undivided 5.6% interest, Bruno Bakey and Marie Bakey husband and wife as joint tenants as to an undivided 8.0% interest and Arrowhead Trust, Custodian FBO Donald Eddy, M.D. IRA, as to an undivided 8.0% interest.

**RECOMMENDED MOTION: (Continued)**

- 3) Approve the claim from Fiserv Trust Company, Trustee FBO Donald Eddy, M.D. IRA, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 811141011-4;
- 4) Approve the claim from Linda L. Larson, Successor Trustee of the Bruno C. and Marie R. Bakey Family Trust, last assessee's for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 811141011-4;
- 5) Approve the claim from Betty V. DeCamp Regis AKA Betty V. DeCamp, Trustee of the DeCamp Family Trust, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 811141011-4;
- 6) Deny the claims from Vicki Denise Allen, Donald Curty AKA Don Curty, Doris Fillhart, Charles Curty, Janet Moyle, James Saunders, Miriam Pearce, Jackie Pastori and Deborah Pearce;
- 7) Deny the claims from Diana Lee Utzinger, Shaun Bakey and David Bakey;
- 8) Deny the claim from Theresa M. Plantz;
- 9) Authorize and direct the Auditor-Controller to issue warrants to Betty Myers, Successor Trustee of the James Curty and Myrtle W. Curty Revocable Trust Agreement dated July 13, 1988 in the amount of \$27,322.46, Ann M. Exley, Trustee of the Exley Family Trust in the amount of \$20,491.84, Fiserv Trust Company, Trustee FBO Donald Eddy, M.D. IRA in the amount of \$13,661.22, Linda L. Larson, Successor Trustee of the Bruno C. and Marie R. Bakey Family Trust in the amount of \$13,661.22 and Betty V. DeCamp Regis AKA Betty V. DeCamp, Trustee of the DeCamp Family Trust in the amount of \$9,562.85, no sooner than ninety days from the date of this order, unless pursuant to the California Revenue and Taxation Code Section 4675, an appeal has been filed in Superior Court.

**BACKGROUND: (Continued)**

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 March 13, 2006 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 3, 2006. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 5, 2006, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

BOARD OF SUPERVISORS

Form 11:

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

- 1) Claim from Betty Myers, Successor Trustee of the James Curty and Myrtle W. Curty Revocable Trust Agreement dated July 13, 1988 based on a Trustee's Deed recorded May 18, 1990 as Instrument No. 184050, the James Curty and Myrtle W. Curty Revocable Trust Agreement dated July 13, 1988 and the death certificates of James Oliver Curty and Myrtle W. Curty.
- 2) Claim from Ann M. Exley, Trustee of the Exley Family Trust based on an Authorization for Agent to Collect Excess Proceeds dated June 17, 2006, a Trustee's Deed recorded May 18, 1990 as Instrument No. 184050, the Exley Family Trust and the death certificate of Sidney Thomas Exley, Jr.
- 3) Claim from Fiserv Trust Company, Trustee FBO Donald Eddy, M.D. IRA based on a Quitclaim Deed recorded December 24, 2002 as Instrument No. 2002-772861.
- 4) Claims from Diana Lee Utzinger, Linda L. Larson, Shaun Bakey and David Bakey based on a Trustee's Deed recorded May 18, 1990 as Instrument No. 184050, the Last Will and Testament of Bruno C. Bakey and Marie R. Bakey, the Bruno C. and Marie R. Bakey Family Trust and the death certificates of Bruno Clifford Bakey and Marie Rebecca Bakey.
- 5) Claim from Betty V. DeCamp Regis AKA Betty V. DeCamp, Trustee of the DeCamp Family Trust based on Trustee's Deed recorded May 18, 1990 as Instrument No. 184050 and the DeCamp Family Trust dated December 22, 1987.
- 6) Claims from Vicki Denise Allen, Donald Curty AKA Don Curty, Doris Fillhart, Charles Curty, Janet Moyle, James Saunders, Miriam Pearce, Jackie Pastori and Deborah Pearce based on a Trustee's Deed recorded May 18, 1990 as Instrument No. 184050, the James Curty and Myrtle W. Curty Revocable Trust Agreement dated July 13, 1988 and the death certificates of James Oliver Curty and Myrtle W. Curty.
- 7) Claim from Theresa M. Plantz based on a Grant Deed recorded July 2, 2002 as Instrument No. 2002-364109.

Pursuant to Section 4675 (a) & (c) & (f) of the California Revenue and Taxation Code, it is the recommendation of this office that Betty Myers, Successor Trustee of the James Curty and Myrtle W. Curty Revocable Trust Agreement dated July 13, 1988 be awarded excess proceeds in the amount of \$27,322.46, Ann M. Exley, Trustee of the Exley Family Trust be awarded excess proceeds in the amount of \$20,491.84, Fiserv Trust Company, Trustee FBO Donald Eddy, M.D. IRA be awarded excess proceeds in the amount of \$13,661.22, Linda L. Larson, Successor Trustee of the Bruno C. and Marie R. Bakey Family Trust be awarded excess proceeds in the amount of \$13,661.22 and Betty V. DeCamp Regis AKA Betty V. DeCamp, Trustee of the DeCamp Family Trust be awarded excess proceeds in the amount of \$9,562.85. The claims from Vicki Denise Allen, Donald Curty AKA Don Curty, Doris Fillhart, Charles Curty, Janet Moyle, James Saunders, Miriam Pearce, Jackie Pastori, Deborah Pearce, Diana Lee Utzinger, Shaun Bakey, David Bakey and Theresa M. Plantz be denied since they were unable to substantiate their claims. Since there are no other claimants the excess proceeds in the amount of \$86,065.73 will remain unclaimed. 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.

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Paul McDonnell, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 176 Item 475 Assessment No.: 811141011-4

Assessee: WHITEHOUSE, JAMES TR & TOZZER, PATRICIA TR & CONAHAN, THOMAS JOSEPH TR & PLANTZ, THERESA A ETAL

Situs:

Date Sold: March 13, 2006

Date Deed to Purchaser Recorded: May 3, 2006

Final Date to Submit Claim: May 3, 2007

*Unknown at this time.*

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),  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. 295584; recorded on 7-26-1994. 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 taxsale process has severed this Joint Tenancy, and all Joint Tentants 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 14 day of July, 2006 at Newport Beach, Orange County, CA  
County, State

Ana Exley G Donald E Synt  
Signature of Claimant Signature of Claimant

Print Name

Print Name

Street Address

Street Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

RECORDING REQUESTED BY  
Recording requested by  
NORTH AMERICAN TITLE COMPANY  
AND WHEN RECORDED MAIL TO

JAMES S. WHITEHOUSE, M.D., ET AL  
C/O RIVERSIDE LOAN SERVICE, INC.  
6529 RIVERSIDE AVE., #150  
RIVERSIDE, CA 92506

184050

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK P.M.

MAY 18 1990

William E. Johnson  
Recorder

37-22344-37

89-1015

TITLE ORDER NO

TRUSTEE SALE NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Reference:

TRUSTEE'S DEED

CODE AREA. 06200

PARCEL NO. PER ATTACHED EXHIBIT "A"

The Grantee herein WAS/WAS NOT the Beneficiary.

The amount of the unpaid debt was \$ 356,177.81

The amount paid by the Grantee \$ 356,177.81

The property is in RIVERSIDE County

( X ) unincorporated area. City of \_\_\_\_\_

Documentary Transfer Tax \$ -0-

Computed on full value of property conveyed.

Computed on full value less liens and the

encumbrances remaining at the time of sale.

By: Daniel A. Leimel Firm: RIVERSIDE LOAN\*  
DANIEL A. LEIMEL, SR., PRESIDENT

\*SERVICE, INC.

RIVERSIDE LOAN SERVICE, INC.

A California Corporation, is the duly appointed Trustee under a Deed of Trust referred to below and herein called TRUSTEE, does hereby grant without any covenant or warranty, expressed or implied to: PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

herein called GRANTEE, the following described real property situated in RIVERSIDE County, California describing the land therein: PER EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

The conveyance is made pursuant to the powers conferred upon TRUSTEE by the Deed of Trust executed by: DESERT CENTER FARMS, INC., A CALIFORNIA CORPORATION

to RIVERSIDE LOAN SERVICE, INC., A CALIFORNIA CORPORATION as TRUSTOR as TRUSTEE, and

Recorded on FEB 9 1988 as Document no. 34619 Block 11 Page 1  
Of Official Records in the office of the Recorder of RIVERSIDE County, California, and after fulfillment of the conditions in said Deed of Trust authorized this conveyance.

Beneficiary, as owner of the obligations secured by said Deed of Trust executed and delivered to TRUSTEE in written Declaration of Default and Demand for Sale, Default under said Deed of Trust occurred as set forth in the Notice of Default and Election to Sell Under Deed of Trust, which was recorded in the Office of the Recorder of said county. Beneficiary made due and proper demand upon TRUSTEE to sell said property pursuant to the terms of said Deed of Trust. The posting and first publication of Notice of Trustee's Sale of said property occurred not less than three months from the recording of the Notice of Default and Election to Sell Under Deed of Trust. TRUSTEE executed its Notice of Trustee's Sale stating that it would sell, at public auction to the highest bidder for cash, in lawful money of the United States, the real property above described, which Notice of Trustee's Sale duly fixed the time and place of said sale as therein stated.

All requirements to law regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell Under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. TRUSTEE in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on APRIL 5, 1990. GRANTEE, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$ 356,177.81 cash, in lawful money of the United States.

DATE: MAY 16, 1990

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE } ss.  
On MAY 16, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL A. LEIMEL, SR., known to me to be the President, of \_\_\_\_\_

\_\_\_\_\_ of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors

Signature Carol Du Four  
CAROL DU FOUR



RIVERSIDE LOAN SERVICE, INC.  
X Daniel A. Leimel  
DANIEL A. LEIMEL, SR., PRESIDENT  
6529 RIVERSIDE AVE., #150  
RIVERSIDE, CA 92506 (714)781-6630

Trustee's Deed

MAIL TAX STATEMENTS AS DIRECTED ABOVE

184050

37-22344

EXHIBIT "A"

JAMES S. WHITEHOUSE M.D. TRUSTEE OF THE JAMES S. WHITEHOUSE M.D. INC., PENSION PLAN AS TO AN UNDIVIDED 36.400000% INTEREST, JAMES CURTY AND MYRTLE W. CURTY, TRUSTEES UNDER TRUST AGREEMENT DATED JULY 13, 1988, AS TO AN UNDIVIDED 16.000000% INTEREST, SIDNEY T. EXLEY AND ANN M. EXLEY, TRUSTEES OF THE EXLEY FAMILY TRUST AS TO AN UNDIVIDED 12.000000% INTEREST, PATRICIA A. TOZZER, TRUSTEE FOR THE TOZZER FAMILY TRUST AS TO AN UNDIVIDED 14.000000% INTEREST, BETTY V. DECAMP AS TRUSTEE AND SUBSEQUENT TRUSTEE OF THE DECAMP FAMILY TRUST DATED DECEMBER 22, 1987, AS TO AN UNDIVIDED 5.600000% INTEREST, DONALD D. EDDY M.D. TRUSTEE FOR THE DONALD D. EDDY M.D. INC., DEFINED BENEFIT PENSION PLAN AS TO AN UNDIVIDED 8.000000% INTEREST AND BRUNO BAKKY AND MARIE BAKKY HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 8.000000% INTEREST

APN 811-260-002-4  
811-260-010-1  
811-260-011-2  
811-260-012-3  
811-141-005-9  
811-142-005-2

This instrument filed for record by North American Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

EXHIBIT "B"

184050

37-22344

PARCEL NO. 1:

LOTS 1 AND 2 OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT PORTION LYING IN THE COUNTY HIGHWAY, 100 FEET WIDE, AS DESIGNATED BY RESOLUTION OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS FILED FOR RECORD MARCH 27, 1945 AS INSTRUMENT NO. 2957.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION, THENCE SOUTH 88° 53' 30" WEST, ON THE SOUTH LINE OF SAID SECTION, 200 FEET; THENCE NORTH 01° 06' 30" WEST, 598.43 FEET; THENCE NORTH 44° 35' 35" WEST, 1880.40 FEET TO THE SOUTHEASTERLY LINE OF COUNTY ROAD, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 12, PAGE 81 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE SOUTH 45° 30' WEST ON THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, 350 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 45° 30' WEST, 300 FEET; THENCE SOUTH 44° 06' EAST, 150 FEET; THENCE SOUTH 45° 30' WEST, 300 FEET; THENCE SOUTH 44° 06' EAST, 150 FEET; THENCE NORTH 45° 30' EAST, 600 FEET; THENCE NORTH 44° 06' WEST, 300 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 88° 53' 30" WEST, ON THE SOUTH LINE OF SAID SECTION, 200 FEET; THENCE NORTH 01° 06' 30" WEST, 598.43 FEET; THENCE NORTH 44° 35' 35" WEST, 1880.40 FEET TO THE SOUTHEASTERLY LINE OF THE COUNTY ROAD, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 12, PAGE 81 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE SOUTH 45° 30' WEST ON THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, 650 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 45° 30' EAST, 300 FEET; THENCE SOUTH 44° 06' EAST, 150 FEET; THENCE NORTH 45° 30' EAST, 300 FEET; THENCE NORTH 44° 06' WEST, 150 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST QUARTER OF SAID GOVERNMENT LOT 2; THENCE SOUTH 01° 19' 49" EAST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 1577.98 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF DESERT CENTER-RICE ROAD AS ACCEPTED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY.

37-22344

EXHIBIT "B"

184050

OF RIVERSIDE, STATE OF CALIFORNIA, A COPY OF SAID RESOLUTION WAS RECORDED MARCH 27, 1945 IN BOOK 665, PAGE 274, ET SEQ., OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 45° 30' 00" EAST, ALONG THE NORTHWESTERLY LINE OF SAID DESERT CENTER-RICE ROAD, 1059.17 FEET TO A POINT THAT BEARS SOUTH 43° 29' 00" EAST, FROM THE POINT OF BEGINNING; THENCE NORTH 43° 29' 00" WEST, 1151 FEET TO THE POINT OF BEGINNING.

NOTE: A.P. NOS. 811-260-002-4  
811-260-010-1  
811-260-011-2  
811-260-012-3

PARCEL NO. 2:

LOTS 1 AND 2 OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPTING THEREFROM THAT PORTION LYING IN THE COUNTY HIGHWAY, 100 FEET WIDE, AS DESIGNATED BY RESOLUTION OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS FILED FOR RECORD MARCH 27, 1945 AS INSTRUMENT NO. 2957.

ALSO EXCEPTING THEREFROM ALL URANIUM, THORIUM AND OTHER FISSIONABLE MATERIALS, ALL OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER, WHETHER SIMILAR TO THESE HEREIN SPECIFIED OR NOT, WITHIN OR UNDERLYING, OR WHICH MAY BE PRODUCED FROM THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER MATERIAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID SOUTHERN CALIFORNIA EDISON COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF 500 FEET, FOR ANY PURPOSE WHATSOEVER OVER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE COUNTY HIGHWAY, KNOWN AS RICE ROAD, 100 FEET WIDE, AS DESIGNATED BY RESOLUTION OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS FILED FOR RECORD MARCH 27, 1945, AS INSTRUMENT NO. 2957, IN BOOK 665, PAGE 274, OFFICIAL RECORDS OF RIVERSIDE COUNTY AND THE CENTER LINE OF THE 100 FOOT WIDE TRANSMISSION LINE RIGHT OF WAY EASEMENT, GRANTED BY RUTH M. ANDERSON TO CALIFORNIA ELECTRIC POWER COMPANY BY EASEMENT DATED AUGUST 13, 1957, AND RECORDED SEPTEMBER 19, 1957, IN BOOK 2150, PAGE 371, OFFICIAL RECORDS OF SAID COUNTY, AS SAID COUNTY HIGHWAY AND TRANSMISSION LINE ARE NOW LOCATED AND EXISTING ACROSS THE NORTHWEST QUARTER OF SAID SECTION 7, SAID POINT OF

PAGE 2



EXHIBIT "B"

184050

INTERSECTION BEING DISTANT SOUTH 46° 53' EAST, 3062 FEET, MORE OR LESS, MEASURED FROM THE NORTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY HIGHWAY, 100 FEET WIDE, SOUTH 45° 30' WEST, 50.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID 100 FOOT WIDE TRANSMISSION LINE RIGHT OF WAY EASEMENT AND THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND AND REAL PROPERTY HEREIN GRANTED; THENCE CONTINUING ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY HIGHWAY, 100 FEET WIDE, SOUTH 45° 30' WEST, 120.00 FEET; THENCE NORTH 44° 30' WEST, 100.00 FEET; THENCE NORTH 45° 30' EAST, 124.81 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID 100 FOOT WIDE TRANSMISSION LINE RIGHT OF WAY EASEMENT; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 41° 44' 53" EAST, 100.12 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

NOTE: A.P. NOS. 811-141-005-9  
811-142-005-2

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

JAMES S WHITEHOUSE MD ET AL  
2361 Arroyo Drive  
Riverside, CA 92506

AND WHEN RECORDED MAIL TO:

JAMES S WHITEHOUSE MD ET AL  
2361 Arroyo Drive  
Riverside, CA 92506

RECEIVED FOR RECORD  
AT 800 O'CLOCK

SEP - 1 1994

Presented to County Clerk  
Presented  
Page 2

THIS SPACE FOR RECORDER'S USE ONLY

340324

GRANT DEED

Title of Document

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

STATE OF CALIFORNIA  
COUNTY OF Riverside  
On March 30, 1994 before me,  
FRISCILLA LERMA  
personally appeared BETTY V. DEKAMP,  
TRUSTEE

personally known to me (or 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 Friscilla Lerma

SIDNEY S. ERLY, TRUSTEE/ANN M. ERLY, TRUSTEE  
PATRICIA A. TOZZER, TRUSTEE  
Betty V. DeKamp, Trustee  
BETTY V. DEKAMP, TRUSTEE  
Donald D. Eddy, M.D., Trustee  
Bruno Bakey Marie Bakey  
BRUNO BAKEY MARIE BAKEY



FRISCILLA LERMA MAIL TAX STATEMENTS AS DIRECTED ABOVE

1002 (1/91)

Order No.  
Escrow No.  
Loan No.

295584

WHEN RECORDED MAIL TO:  
JAMES S. WHITEHOUSE, M.D., ET AL  
2361 ARROYO DRIVE  
RIVERSIDE, CA 92506

RECEIVED FOR RECORD  
AT 6:00 O'CLOCK

JUL 26 1994

Handwritten signature and initials

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

DOCUMENTARY TRANSFER TAX \$... NO TAX DUE  
LOT LINE ADJUSTMENT  
Computed on the consideration or value of property conveyed, OR  
Computed on the consideration or value less liens or encumbrances  
remaining at time of sale

THE UNDERSIGNED GRANTORS

Signature of Declarant or Agent determining tax - Firm Name

APN # 811-141-005  
APN # 811-260-002

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PER EXHIBIT "A" ATTACHED  
HERETO AND MADE A PART HEREOF

hereby GRANT(S) to PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

the real property in the City of UNINCORPORATED AREA  
County of RIVERSIDE

State of California, described as

SEE ATTACHED LEGAL DESCRIPTION  
PER EXHIBIT "B" ATTACHED HERETO AND  
MADE A PART THEREOF

This document is being recorded pursuant to Lot Line Adjustment No. 3712, approved by the  
Riverside County Planning Department on January 25, 1994 and recorded March 15, 1994 as  
Document No. 107592 in Official Records of Riverside County, California.

Dated MARCH 30, 1994

STATE OF CALIFORNIA  
COUNTY OF

On before me,

personally appeared

personally known to me (or 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 signa-  
ture(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

*James S. Whitehouse, M.D.*  
JAMES S. WHITEHOUSE, M.D., TRUSTEE

*James Curtly*  
JAMES CURTLY, TRUSTEE

*Myrtle L. Curtly*  
MYRTLE L. CURTLY, TRUSTEE

*Ann M. Exley*  
ANN M. EXLEY, TRUSTEE

*Patricia A. Tozzer*  
PATRICIA A. TOZZER, TRUSTEE

*Betty V. Decamp*  
BETTY V. DECAMP, TRUSTEE

*Donald D. Eddy*  
DONALD D. EDDY, M.D., TRUSTEE

*Bruno Bakey*  
BRUNO BAKEY

*Marie Bakey*  
MARIE BAKEY

(This area for official notarial seal)

STATE OF CALIFORNIA )  
COUNTY OF Riverside ) ss.

On March 30, 1994, before me, PRISCILLA LERMA, personally appeared JAMES S. WHITEHOUSE, M.D., Trustee, JAMES CURTY, Trustee, MYRTLE W. CURTY, Trustee, SIDNEY T. EXLEY, Trustee, ANN M. EXLEY, Trustee, PATRICIA A. TOZZER, Trustee, DONALD D. EDDY, M.D. Trustee, BRUNO BAKY AND MARIE BAKY personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*Priscilla Lerma*  
PRISCILLA LERMA



**EXHIBIT "A"**  
**GRANTEES AND GRANTORS**

**JAMES S. WHITEHOUSE M.D. TRUSTEE OF THE JAMES S. WHITEHOUSE M.D. INC., PENSION PLAN AS TO AN UNDIVIDED 36.400000% INTEREST, JAMES CURTY AND MYRTLE W. CURTY, TRUSTEES UNDER TRUST AGREEMENT DATED JULY 13, 1988, AS TO AN UNDIVIDED 16.000000% INTEREST, SIDNEY T. EXLEY AND ANN M. EXLEY, TRUSTEES OF THE EXLEY FAMILY TRUST AS TO AN UNDIVIDED 12.000000% INTEREST, PATRICIA A. TOZZER, TRUSTEE FOR THE TOZZER FAMILY TRUST AS TO AN UNDIVIDED 14.000000% INTEREST, BETTY V. DECAMP AS TRUSTEE AND SUBSEQUENT TRUSTEE OF THE DECAMP FAMILY TRUST DATED DECEMBER 22, 1987, AS TO AN UNDIVIDED 5.600000% INTEREST, DONALD D. EDDY M.D. TRUSTEE FOR THE DONALD D. EDDY M.D. INC., DEFINED BENEFIT PENSION PLAN AS TO AN UNDIVIDED 8.000000% INTEREST AND BRUNO BAKY AND MARIE BAKY HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 8.000000% INTEREST**

EXHIBIT "B"  
LEGAL DESCRIPTION

Lots 1 and 2 of the Northwest quarter and the Northeast quarter of Section 7 and Lots 1 and 2 of the Southwest quarter of Section 7, Township 5 South, Range 16 East, San Bernardino Base and Meridian.

EXCEPTING therefrom that portion lying in the County Highway, 100 feet wide, as designated by Resolution of the County of Riverside, a certified copy of which was filed for record March 27, 1945 as Instrument No. 2957.

ALSO EXCEPTING therefrom that portion of Lots 1 and 2 of the Southwest quarter of said Section and Lot 1 of the Northwest quarter and the Northeast quarter of said Section, lying Southerly of said 100 feet wide County Highway.

ALSO EXCEPTING therefrom all uranium, thorium and other fissionable materials, all oil, gas, petroleum, asphaltum, and other hydrocarbon substances and other minerals and mineral ores of every kind and character, whether similar to these herein specified or not, within or underlying, or which may be produced from the hereinbefore described land, together with the right to use that portion only of said land which underlies a plane parallel to and 500 feet below the present surface of said land, for the purpose of prospecting for, developing and/or extracting said uranium, thorium, and other fissionable materials, oil, gas, petroleum, asphaltum, and other mineral or hydrocarbon substances from said land, it being expressly understood and agreed that said SOUTHERN CALIFORNIA EDISON COMPANY, its successors and assigns, shall have no right to enter upon the surface of said land, or to use said land or any portion thereof to said depth of 500 feet, for any purpose whatsoever over the following described property:

Commencing at the point of intersection of the Northwestern Right of Way Line of the County Highway, known as Rice Road, 100 feet wide, as designated by Resolution of the County of Riverside, a certified copy of which was filed for record March 27, 1945, as Instrument No. 2957, in Book 665, page 274, Official Records of Riverside County and the center line of the 100 foot wide Transmission Line Right of Way Easement, granted by Ruth M. Anderson to California Electric Power Company by Easement dated August 13, 1957, and recorded September 19, 1957, in Book 2150, page 371, Official Records of said County, as said County Highway and Transmission Line are now located and existing across the Northwest quarter of said Section 7, said point of intersection being distant South 46° 53' East, 3062 feet, more or less, measured from the Northwest corner of said Section 7; thence along the Northwestern Right of Way Line of said County Highway, 100 feet wide, South 45° 30' West, 50.06 feet to a point on the Southwesterly right of way line of said 100 foot wide Transmission Line Right of Way Easement and the TRUE POINT OF BEGINNING of the parcel of land and real property herein granted; thence continuing along said Northwestern Right of Way Line of said County Highway, 100 feet wide, South 45° 30' West, 120.00 feet; thence North 44° 30' West, 100.00 feet; thence North 45° 30' East, 124.81 feet, more or less, to a point on the Southwesterly Right of Way line of said 100 foot wide Transmission Line Right of Way Easement; thence along said Southwesterly Right of Way Line South 41° 44' 53" East, 100.12 feet, more or less, to the TRUE POINT OF BEGINNING.

County Administrative Center- 4th Floor  
4080 Lemon Street, P.O. Box 12005  
Riverside, CA 92502-2205  
(951) 955-3900 (760) 863-8900  
(951) 955-3990 - Fax



Palm Springs Office  
997 E Tahquitz Canyon Way, Suite A  
Palm Springs, CA 92262

**COUNTY OF RIVERSIDE  
TREASURER AND TAX COLLECTOR**

Temecula Office  
40935 County Center Drive, Suite C  
Temecula, CA 92591

E-mail: [ttc@co.riverside.ca.us](mailto:ttc@co.riverside.ca.us)  
[www.countytreasurer.org](http://www.countytreasurer.org)

June 5, 2006

SLAUGHTER & SLAUGHTER, LLP  
ATTN: DON SLAUGHTER  
680 NEWPORT CENTER DRIVE, SUITE 100  
NEWPORT BEACH, CA 92660

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 811141011-4      Item: 475

Situs Address:

Assessee: Whitehouse, James Tr & Tozzer, Patricia Tr & Conahan, Thomas Joseph Tr & Plantz, Theresa A Etal

Date Sold: March 13, 2006

Date Deed to Purchaser Recorded: May 3, 2006

Final Date to Submit Claim: May 3, 2007

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to call upon our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3842.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

PAUL MCDONNELL  
TREASURER-TAX COLLECTOR

By Colleen Espino  
Deputy

LAW OFFICES OF  
**SLAUGHTER & SLAUGHTER, LLP**  
680 NEWPORT CENTER DRIVE, SUITE G-100  
NEWPORT BEACH, CALIFORNIA 92660

Tel: (949) 721-9091  
Fax: (949) 721-9844

DONALD E. SLAUGHTER\*  
W. JAMES SLAUGHTER

\* CERTIFIED SPECIALIST IN TAXATION  
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

July 17, 2006

Riverside County Treasurer  
P.O. Box 12005  
Riverside, CA 92502-2205

ED 176  
ITEM 475

Re: 811141011-4  
Item: 475  
Date Sold: March 13, 2006

Ladies and Gentlemen:

I represent Ann Exley as trustee of the Exley Family Trust. Mrs. Exley has asked me to assist her in claiming her share of the excess proceeds from the recent tax sale of the above property. In that regard, I have enclosed the following:

1. A copy of your letter to me dated June 5, 2006
2. An executed claim for excess proceeds.
3. An authorization for agent to collect.
4. A copy of a grant deed recorded July 26, 1994 whereby my client obtained a 12% interest in the tax sold property.

You may send the check directly to Mrs. Exley. I have not completed the amount claimed in that your office advised me that they did not know the excess when I called recently.

If we need anything further, please advise.

Thanks very much,

Very truly yours,



Donald E. Slaughter  
des/gms  
enclosures as noted  
cc Ann Exley (with enclosures)

RECEIVED  
06 JUL 24 PM 4:47  
RIVERSIDE COUNTY  
TREASURER TAX COLLECTOR



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EP176 Item475  
 Donald E. Slaughter  
 Agent for Ann M. Exley  
 680 Newport Center Dr. #100  
 Newport Beach, Ca 92260

July 31, 2008

Donald E. Slaughter  
 Agent for Ann M. Exley  
 680 Newport Center Dr. #100  
 Newport Beach, Ca 92260

Re: Apn: 811141011-4  
 TC 176 Item 475  
 Date of Sale: March 13,

2. Article Number

(Transfer from service label)

7003 2260 0004 1561 5172

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*(X) M Quinlan*

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

8-1-08

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail

Registered  Return Receipt for Merchandise

Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

Dear Donald E. Slaughter:

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 Tax Collector in making the determination.**

Notarized Affidavit for Collection of Personal Property under California Probate Code 13100

Notarized Statement of different/misspelled name for

Notarized Statement Giving Rights to Collect/Claim on behalf of

Copy of Trust/Will (Complete) of the Exley Family Trust

Certified Death Certificate of Sidney T Exley

Copy of Birth Certificate

Copy of Marriage Certificate for

Original Note/Payment Book

Updated Statement of Monies Owed (as of dated of tax sale)

Articles of Incorporation (if applicable Statement by Domestic Stock)

Court Order Appointing Administrator

Deed (Quitclaim/Grant etc...)

Other -

**If your documentation is not received within 30 days, (September 1, 2008) your claim will be denied.**

If you should have any questions, please contact me at the number listed below.

Sincerely,

*Desiree Taylor*

Desiree Taylor  
 Tax Enforcement Unit  
 (951) 955-3842  
 (951) 955-3990 Fax

DON KENT  
ASSISTANT TREASURER-TAX COLLECTOR

DEBBIE BASHE  
INFORMATION TECHNOLOGY OFFICER

SUE BAUER  
SR. CHIEF DEPUTY TREASURER-TAX COLLECTOR

JON CHRISTENSEN  
SR. CHIEF DEPUTY TREASURER-TAX COLLECTOR



GARY COTTERILL  
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MATT JENNINGS  
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MELISSA JOHNSON  
CHIEF DEPUTY TREASURER-TAX COLLECTOR

GIOVANE PIZANO  
INVESTMENT MANAGER

PAUL MCDONNELL  
TREASURER

July 31, 2008

Donald E. Slaughter  
Agent for Ann M. Exley  
680 Newport Center Dr. #100  
Newport Beach, Ca 92260

Re: Apn: 811141011-4  
TC 176 Item 475  
Date of Sale: March 13, 2006

Dear Donald E. Slaughter:

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 Tax Collector in making the determination.**

- |  |  |
|--|--|
| <input type="checkbox"/> Notarized Affidavit for Collection of Personal Property under California Probate Code 13100 | <input type="checkbox"/> Copy of Birth Certificate   |
| <input type="checkbox"/> Notarized Statement of different/mis spelled name for                                       | <input type="checkbox"/> Copy of Marriage Certificate for                                      |
| <input type="checkbox"/> Notarized Statement Giving Rights to Collect/Claim on behalf of                             | <input type="checkbox"/> Original Note/Payment Book  |
| <input checked="" type="checkbox"/> Copy of Trust/Will (Complete) of the Exley Family Trust                          | <input type="checkbox"/> Updated Statement of Monies Owed (as of dated of tax sale)            |
| <input checked="" type="checkbox"/> Certified Death Certificate of Sidney T Exley                                    | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock) |
|  | <input type="checkbox"/> Court Order Appointing Administrator                                  |
|  | <input type="checkbox"/> Deed (Quitclaim/Grant etc...)   |
|  | <input type="checkbox"/> Other -   |

**If your documentation is not received within 30 days, (September 1, 2008) your claim will be denied.**

If you should have any questions, please contact me at the number listed below.

Sincerely,

*Desiree Taylor*

Desiree Taylor  
Tax Enforcement Unit  
(951) 955-3842  
(951) 955-3990 Fax

RIVERSIDE COUNTY TREASURER-TAX COLLECTOR

\*\*\*\*\*

4080 LEMON STREET, 4TH FLOOR ★ P.O. BOX 12005 ★ RIVERSIDE, CALIFORNIA 92502  
WWW.RIVERSIDETAXINFO.COM ★ (951) 955-3900 ★ 1(877) 748-2689 ★ FAX (951) 955-3923

LAW OFFICES OF  
**SLAUGHTER & SLAUGHTER, LLP**  
680 NEWPORT CENTER DRIVE, SUITE G-100  
NEWPORT BEACH, CALIFORNIA 92660

DONALD E. SLAUGHTER\*  
W. JAMES SLAUGHTER

Tel: (949) 721-9091  
Fax: (949) 721-9844

\* CERTIFIED SPECIALIST IN TAXATION  
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

August 8, 2008

Desiree Taylor  
Riverside County Treasurer  
P.O. Box 12005  
Riverside, CA 92502-2205

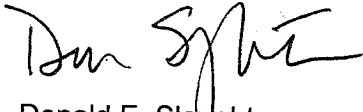
Re: APN 811141011-4  
TC 176 Item 475  
Date of Sale: March 13, 2006

Dear Ms. Taylor:

This is in reply to your letter of July 31, 2008, a copy of which is enclosed. I have enclosed a copy of the Exley Family Trust and a copy of the death certificate of Sidney T. Exley.

Please advise if there is anything further.

Very truly yours,



Donald E. Slaughter  
des/gms  
cc Ann Exley (w/copy of 7/31/08 letter)

## COUNTY OF ORANGE

HEALTH CARE AGENCY

1606

1200 N. MAIN STREET, SUITE 100-A

SANTA ANA, CA 92701

## CERTIFICATE OF DEATH

3 199930 008900

STATE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY NO ERASURES, WHITEOUTS OR ALTERATIONS VS-11 (REV. 7/97)		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT—FIRST (GIVEN) SIDNEY		2. MIDDLE THOMAS		3. LAST (FAMILY) EXLEY, JR.	
4. DATE OF BIRTH MM/DD/CCYY 05/20/1907		5. AGE YRS. 92		6. SEX M	
7. DATE OF DEATH MM/DD/CCYY 07/10/1999		8. HOUR 1015			
9. STATE OF BIRTH CA		10. SOCIAL SECURITY NO. [REDACTED]		11. MILITARY SERVICE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
12. MARITAL STATUS MARRIED		13. EDUCATION—YEARS COMPLETED 16			
14. RACE CAUCASIAN		15. HISPANIC—SPECIFY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16. USUAL EMPLOYER INTERNATIONAL FASTENER RESEARCH CORP	
17. OCCUPATION EXECUTIVE		18. KIND OF BUSINESS PURCHASE AND RECONSTITUTE BUSINESS'		19. YEARS IN OCCUPATION 50	
20. RESIDENCE—(STREET AND NUMBER OR LOCATION) 61 MIRA COLLADO					
21. CITY SAN CLEMENTE		22. COUNTY ORANGE		23. ZIP CODE 92673	
24. YRS IN COUNTY 23		25. STATE OR FOREIGN COUNTRY CA			
26. NAME, RELATIONSHIP ANN EXLEY/WIFE		27. MAILING ADDRESS (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP) 61 MIRA COLLADO, SAN CLEMENTE, CA 92673			
28. NAME OF SURVIVING SPOUSE—FIRST ANN		29. MIDDLE M.		30. LAST (MAIDEN NAME) POHL	
31. NAME OF FATHER—FIRST SIDNEY		32. MIDDLE THOMAS		33. LAST EXLEY	
34. BIRTH STATE WA		35. NAME OF MOTHER—FIRST ELEANOR		36. MIDDLE S.	
37. LAST (MAIDEN) SOMMERVILLE		38. BIRTH STATE WA			
39. DATE MM/DD/CCYY 07/15/1999		40. PLACE OF FINAL DISPOSITION AT SEA OFF THE COAST OF ORANGE COUNTY			
41. TYPE OF DISPOSITION(S) CR/SEA		42. SIGNATURE OF EMBALMER NOT EMBALMED		43. LICENSE NO. -	
44. NAME OF FUNERAL DIRECTOR NEPTUNE SOCIETY/ORANGE COUNTY		45. LICENSE NO. FD 1305		46. SIGNATURE OF LOCAL REGISTRAR Hedy B. Meyers, M.D.	
47. DATE MM/DD/CCYY 07/14/1999					
101. PLACE OF DEATH VILLA VALENCIA-SNF		102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> DOA		103. FACILITY OTHER THAN HOSPITAL: <input type="checkbox"/> CONV. HOSP. <input type="checkbox"/> RES. CARE <input type="checkbox"/> OTHER	
104. COUNTY ORANGE		105. STREET ADDRESS—(STREET AND NUMBER OR LOCATION) 24552 PASEO DE VALENCIA		106. CITY LAGUNA HILLS	
107. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, C, AND D) IMMEDIATE CAUSE (A) ACUTE MYOCARDIAL INFARCTION		TIME INTERVAL BETWEEN ONSET AND DEATH MINS		108. DEATH REPORTED TO CORNER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO REFERRAL NUMBER	
DUE TO (B)				109. BIOPSY PERFORMED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
DUE TO (C)				110. AUTOPSY PERFORMED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
DUE TO (D)				111. USED IN DETERMINING CAUSE <input type="checkbox"/> YES <input type="checkbox"/> NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 107 CEREBROVASCULAR ACCIDENT					
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? IF YES, LIST TYPE OF OPERATION AND DATE. 410X NO					
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED. DECEDENT ATTENDED SINCE M M / D D / C C Y Y 06/19/1999		115. SIGNATURE AND TITLE OF CERTIFIER Lawrence J. Luppi, M.D.		116. LICENSE NO. C 36612	
DECEDENT LAST SEEN ALIVE M M / D D / C C Y Y 07/09/1999		117. DATE MM/DD/CCYY 07/13/1999		118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP LAWRENCE LUPPI, MD, 23961 CALLE DE LA MAGDALENA, LAGUNA HILLS, CA 92653	
119. MANNER OF DEATH <input type="checkbox"/> NATURAL <input type="checkbox"/> SUICIDE <input type="checkbox"/> HOMICIDE <input type="checkbox"/> ACCIDENT <input type="checkbox"/> PENDING INVESTIGATION <input type="checkbox"/> COULD NOT BE DETERMINED		120. INJURY AT WORK <input type="checkbox"/> YES <input type="checkbox"/> NO		121. INJURY DATE M M / D D / C C Y Y	
122. HOUR		123. PLACE OF INJURY		124. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)	
125. LOCATION (STREET AND NUMBER OR LOCATION AND CITY, ZIP)					
126. SIGNATURE OF CORONER OR DEPUTY CORONER		127. DATE MM/DD/CCYY		128. TYPED NAME, TITLE OF CORONER OR DEPUTY CORONER	
STATE REGISTRAR		A B C D E F G H		FAX AUTH. # 3652 CENSUS TRACT	

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA  
COUNTY OF ORANGE

} SS

DATE ISSUED

07/20/1999

This is a true and exact reproduction of the document officially registered and placed on file in the office of the VITAL RECORDS SECTION, ORANGE COUNTY HEALTH CARE AGENCY.

Hedy B. Meyers, M.D.  
HILDY B. MEYERS, M.D.  
ACTING HEALTH OFFICER  
ORANGE COUNTY, CALIFORNIA

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

10

10

TRUST AGREEMENT

OF

THE SIDNEY T. & ANN M. EXLEY FAMILY TRUST

THIS TRUST AGREEMENT is entered into this 20th  
day of March, 1972, at Long Beach, California,

BETWEEN

SIDNEY T. EXLEY AND  
ANN M. EXLEY  
husband and wife,  
herein referred to as

"TRUSTORS."

AND

SIDNEY T. EXLEY AND  
ANN M. EXLEY  
husband and wife,  
as Co-Trustees,  
herein referred to as

"TRUSTEE."

The Trustors have transferred, conveyed, assigned and delivered to the Trustee by appropriate instruments, duly executed and absolute in form, all of that property described in Exhibit A, attached hereto and made a part hereof, which property is, together with any other property which may hereafter be transferred to the Trustee, to be held under this Trust designated in this Trust Agreement as the "Trust Estate."

The Trustors may cause the Trustee to be named as beneficiary of certain insurance policies. The proceeds of said policies, when received by the Trustee after the insured's death, shall be subject to the terms and conditions of this agreement, and the Trustee accepts such designation IN TRUST for the purposes, and on the conditions, hereinafter set forth.

No consideration was or will be given by the Trustee for the transfer to it of any of the Trust Estate. The Trustee accepts such title to the Trust Estate as is conveyed to it hereunder, without liability or responsibility for the condition or validity of such title, and the same has been or will be transferred to the Trustee, IN TRUST, WITH POWER OF SALE, for the purposes of holding, managing, controlling and disposing of same and all income or other proceeds derived therefrom in the manner, and for the use and purposes, and upon the terms, trusts and conditions herein provided:

ARTICLE 1

This trust shall be known as "THE SIDNEY T. AND ANN M. EXLEY FAMILY TRUST."

ARTICLE 2

The Trustors specifically reserve the following rights and privileges:

A. RIGHT TO ADD PROPERTY TO TRUST.

The Trustors jointly, or either of them, or any other person may, from time to time, with the consent of the Trustee, add other insurance policies and/or further property, real, personal or mixed, to the Trust Estate, or any part thereof, by making such insurance payable or by transferring such property to the Trustee hereunder by deed, assignment, bequest or devise, and if so added, the proceeds of such additional insurance policies and such property shall be subject to the provisions hereof, the same as if originally included hereunder.

B. RIGHT TO AMEND OR REVOKE TRUST.

At any time or times, by written notice to the Trustee, and upon payment of all sums due it, the Trustors, jointly, may change any beneficiary, amend any provisions hereof to such extent as may be acceptable to the Trustee, and/or revoke this Trust, in whole or in part, or withdraw all or any part of the Trust Estate upon indemnifying the Trustee to its satisfaction. Upon revocation of this Trust by the Trustors, the property and assets of the Trust Estate shall be distributed and delivered to the Trustors as their Community property in the same proportions as such property was transferred to this Trust.

Except as specifically provided above in this Trust Agreement, the Trust or Trusts created herein shall be irrevocable, and may not be altered, amended or modified in any way.

C. RIGHT TO DIRECT TRUSTEE RE INVESTMENTS.

The Trustors, jointly during their lifetime, and individually, as the survivor, may direct the Trustee, in writing, to invest the Trust Estate in specific securities, properties or investments and/or to retain as part of the Trust Estate, any securities, properties or investments, at any time held hereunder, for such lengths of time as such directions may provide. The Trustors, jointly, may also direct the Trustee, in writing, with respect to the sale, encumbrance, lease, management, control or disposition of any property of the Trust Estate. The Trustee shall not be liable for any loss sustained or incurred by reason of its compliance with any written directions of Trustors.

D. POWERS RESERVED IN LIFE INSURANCE POLICIES

Each of the Trustors reserves whatever right he or she may otherwise have, by his or her own act alone, without the consent or approval of the Trustee, to sell, assign or hypothecate any policy or policies of insurance upon his or her life, or owned by either Trustor on the other's life, as the case may be, made payable to the Trustee, to exercise any option or privilege granted by such policy, including, but without limiting, the generality of the foregoing, the right to change the beneficiary of any such policy, to borrow any amount in accordance with the provisions thereof, and to receive all payments, dividends, cash surrender values, profits or privileges of any kind which may accrue on account of any such policy during the lifetime of the insured Trustor.

ARTICLE 3

DISTRIBUTION OF INCOME AND PRINCIPAL

The Trustee shall apply and distribute the net income and principal of the Trust Estate in the following manner:

A. DURING THE JOINT LIFETIME OF BOTH TRUSTORS

During the lifetime of both Trustors, the Trustee shall make the following payments from the Trust Estate:



1. The Trustee shall pay to or apply for the benefit of Trustors in equal shares all of the net income from the Trust Estate, unless the Trustee is otherwise directed in writing by the Trustors.

2. If at any time either Trustors should be or become incompetent or should for any other reason be unable to act on his or her own behalf, the Trustee may, in its absolute discretion, pay to or apply for the benefit of either Trustor, in addition to the net income, such amounts of the principal of the Trust Estate, up to the whole thereof, as the Trustee may from time to time deem necessary or advisable for such Trustor's use and benefit.

B. UPON THE DEATH OF ONE OF THE TRUSTORS SURVIVED BY THE OTHER TRUSTOR, DIVISION INTO TWO TRUSTS

It is intended that the Trust Estate be distributed in such manner as will secure the maximum marital deduction and/or community property exclusion under the Federal Estate tax laws in force at the death of either Trustor and as will result in payment of only the minimum Federal Estate tax.

Therefor, upon the death of either Trustor, survived by the other Trustor, the Trustee shall divide the entire Trust Estate into two (2) shares as follows, which shall hereinafter be called Fund "A" and Fund "B", each of which shares shall constitute and be held, administered and distributed by the Trustee as a separate trust.

1. Fund "A" shall consist of:

(a) Such part of the estate which, in an aggregate amount or value will, when added to the total net amount or value of all other property included in the gross taxable estate of the deceased Trustor which qualifies for the marital deduction and passes, or has passed, to the surviving Trustor, equal the maximum amount allowable as a marital deduction under the applicable Federal Estate tax law; provided, however, that the Trustee shall select, allocate and designate which cash, securities and other properties will have an aggregate fair market value fairly representative of this fund's

proportionate share of the appreciation or depreciation in its value to the date, or dates, of allocation of all property then available for allocation, plus

(b) The surviving Trustor's share of the community property, reduced by the value of property passing to the surviving Trustor under the terms of the deceased Trustor's will, by operation of law, through life insurance or otherwise, after deducting debts, expenses of administration and family allowance normally chargeable to the community property; plus

(c) All of the surviving Trustor's separate property subject to the Trust.

2. Subject to the provisions of Paragraph B 1 (a) above, for the purposes of making the allocations provided under Paragraphs B 1 (a) hereof, the values fixed by the final determination in the Federal Estate tax proceedings shall control and no asset shall be so allocated for Fund "A" under Paragraph B 1 (a) for which marital deduction is not allowable. Fund "A" shall not be reduced by any Federal Estate taxes, inheritance or succession taxes imposed upon or in relation to any property required to be included in the gross estate of the deceased Trustor for Federal Estate Tax purposes.

3. Fund "B" shall consist of:

All the remaining Trust Estate to be set aside as a separate Trust, without need for physical segregation.

4. DISTRIBUTION OF INCOME AND PRINCIPAL OF FUND A DURING LIFETIME OF SURVIVING TRUSTOR

(a) The Trustee shall pay to or apply for the benefit of the surviving Trustor, during his or her lifetime, in monthly or other convenient installments, but in no event less frequently than in annual installments, all of the net income from Fund A, together with such amount of principal of Fund A as may be requested by the surviving Trustor.

(b) If at any time during the lifetime of the surviving Trustor, in the absolute discretion of the Trustee he or she should, for any reason, be in need of funds for his or her proper care, maintenance and support, the Trustee may, in its absolute discretion, pay to or apply for the benefit of the surviving Trustor, in addition to the payments as hereinabove provided for him or her, such amounts from the principal of Fund A Trust Estate, up to the whole thereof, as the Trustee may from time to time deem necessary or advisable.

(c) In order for the Trustee to have cash available from time to time to make the regular installment payments to the surviving Trustor, as above provided, the Trustee is authorized to borrow cash from the Fund B Trust Estate upon such terms and conditions as the Trustee may deem proper and equitable. For the same purpose, the Trustee is authorized to sell assets from the Fund A Trust to the Fund B Trust from time to time as may be necessary for the aforementioned purpose. The Trustee shall not at any time offer assets for sale from the Fund A Trust without first offering the same for sale to the Fund B Trust upon the same terms and conditions and giving the Fund B Trust the opportunity to purchase same.

5. DISTRIBUTION OF INCOME AND PRINCIPAL OF FUND A AFTER DEATH OF SURVIVING TRUSTOR

After first paying or reserving the fund for payment of any Estate, Inheritance or other death taxes which the Trustee may be required to pay, by reason of the surviving Trustor's death, that may be due upon or in connection with his or her interest in Fund A Trust Estate or any portion thereof, the Trustee shall distribute and deliver all of the remaining balance of Fund A, including any income from such share that may be accrued or undistributed by the Trustee, to such person or persons, including the estate of the surviving Trustor if he or she shall so provide, and in such amounts as he or she may designate and appoint in the last unrevoked written instrument (other than a Will) executed at the time of his or her death.

This general power of appointment granted to the surviving Trustor with respect to such

(A)

remaining balance of the Fund A Trust Estate may be exercised by him or her alone and at any time after the death of the Trustor first to die, and any exercise of such power may subsequently be revoked and modified by a written instrument other than a Will executed by him or her and filed with the Trustee as hereinabove provided. The written instrument filed with the Trustee and bearing the date, nearest preceding the death of the surviving Trustor shall be controlling.

If no such appointment is in effect at the death of the surviving Trustor, or to the extent that any appointment purported to be made during his or her life shall be ineffective, the power of appointment may be executed by the Will of the surviving Trustor referring specifically to this power. Each appointment, if by Will, may be revoked or modified by a subsequent Will or Codicil.

If there should be a failure of disposition of all or any portion of the Fund A Trust Estate, either in connection with the exercise or as a result of the non-exercise of such Power of Appointment by the surviving Trustor, then upon the death of the surviving Trustor all of the Fund A Trust Estate not so disposed shall be added to Fund B as hereinabove set forth in Paragraph B (3) of this Article 3, to be held, administered and distributed as a part of such other share of the Trust Estate as provided herein.

6. DISTRIBUTION OF INCOME AND PRINCIPAL OF FUND B DURING THE LIFETIME OF THE SURVIVING TRUSTOR.

(a) The Trustee shall pay to or apply for the benefit of the surviving Trustor, during his or her lifetime, in monthly or other convenient installments, but in no event less frequently than in annual installments, all of the net income from Fund "B".

(b) If at any time during the lifetime of the surviving Trustor, in the absolute discretion of the Trustee (other than a Trustor) he or she should for any reason be in need of funds for his or her proper care, maintenance and support, the Trustee may, in its absolute discretion, pay to or apply for

the benefit of the surviving Trustor, in addition to the payments as hereinabove provided for him or her, such amounts from the principal of Fund "B" Trust Estate, up to the whole thereof, as the Trustee may from time to time deem necessary or advisable. Neither of the Trustors shall have any discretion vested in themselves, or either of them, with respect to the payment of any amount of principal of Fund "B" to or for himself or herself; such discretion shall be vested only in the successor Co-Trustee or successor Trustee named herein.

C. DISTRIBUTION OF INCOME AND PRINCIPAL OF FUND B  
AFTER DEATH OF SURVIVING TRUSTOR.

Following the death of the surviving Trustor, the Trustee shall distribute and deliver the entire remaining balance of the Trust Estate in equal shares to the Trustors' daughters, SUSAN A. CROCKETT, PATRICIA A. AHLQUIST AND ELEANOR JANE HEWITT. In the event any of the Trustors' daughters are not then living, then the Trustee shall hold, administer and deliver the then remaining balance of the Trust Estate allocated for such deceased daughter upon the uses, trusts, purposes, conditions as herein provided:

1. The Trustee shall divide that portion of the Trust estate that would have been distributed to a deceased daughter of the Trustors, into separate trusts of equal value (without being required to make a physical segregation thereof) creating one such trust for each living child of a deceased daughter of the Trustors. In setting aside property which the various trusts will be comprised, the Trustee may select cash, other property in kind, partly in cash and partly in kind, individual assets or groups of assets or individual interests or other rights or ownership in common or jointly with others, including the trusts created hereunder, all in the Trustee's discretion.
2. The Trustee shall pay to or apply for the benefit of each beneficiary all of the net income of their respective Trust Estates in monthly or other convenient installments during the period of these trusts.
3. If at any time, or from time to time, a child of a deceased daughter of the Trustors shall

be in need, in the absolute discretion of the Trustee, of funds for his, her or their proper care, maintenance, support, education, or for any emergency or other expenses of maintenance, then the Trustee may apply to or for the benefit of such beneficiary or beneficiaries, such amounts from the principal of their respective Trust Estates as the Trustee may deem necessary or advisable.

4. Upon the attainment by each of the Trustors' grandchildren of each age set forth below, the Trustee shall deliver and distribute to each such grandchild that portion of his or her respective Trust Estate indicated below:

age 25	one half of the balance thereof
age 30	the entire remainder thereof.

5. In the event any grandchild of the Trustors should die prior to receiving complete distribution of his or her Trust Estate as herein provided, then the remaining principal of the Trust Estate set aside for such deceased beneficiary shall thereupon be distributed to his or her issue upon the principle of representation; if a deceased beneficiary should leave no issue surviving, the remaining principal of his or her Trust Estate shall go to augment proportionately the other shares of the trust then held and those previously distributed in whole or in part.

6. In the event any of the Trustors' daughters should die prior to the date of death of the surviving Trustor, and leave no issue surviving then the portion of the Trust Estate allocated for such deceased daughter shall be distributed and delivered in equal shares to the Trustors' surviving daughters, or shall be held in trust as herein provided for their issue.

7. In the event all of the Trustors' daughters should die prior to the death of the surviving Trustor, and leave no issue surviving, then the remaining balance of the Trust Estate shall be distributed and delivered in equal shares to the Long Beach Day Nursery and California Institute of Technology.

D. TERMINATION OF TRUSTS.

The Trusts created hereunder, unless sooner terminated in accordance with the provisions hereof, shall, in any event, cease and terminate twenty-one (21) years from and after the death of the last survivor of all of the Trustors' lineal descendants living at the date of the creation of this Trust. Upon such termination, the shares of the entire Trust Estate (principal and any income accrued or held undistributed) shall be distributed and paid over to the persons for whose benefit (income beneficiary) such shares are then held.

ARTICLE 4

POWER AND DISCRETION OF TRUSTEE

The Trustee shall have the following powers, duties and discretion:

A. GENERAL POWERS

The Trustee shall have, subject always to the discharge of the Trustee's fiduciary obligations, all such power and is authorized to exercise all such rights and privileges in the management of the Trust Estate as if the absolute owner thereof, including, without limiting the generality of the terms, the right:

1. To retain any property transferred, devised, bequeathed to the Trustee, or any undivided interest therein, regardless of any lack of diversification, risk or non-productivity;
2. To invest and reinvest the Trust Estate in any property or undivided interests therein, wherever located, including bonds, notes secured or unsecured, stocks of corporations, real estate or any interest therein and interests in trusts, including Common Trust funds, without being limited by any statute or rule of law concerning investments by Trustees;
3. To lease, release, or to sell any trust property, for cash or on credit, at public or private sale; to exchange any trust property for other property; to grant options to purchase or acquire any trust property; and to determine the prices and terms of sales, leases, exchanges and options;
4. To borrow money and to mortgage or pledge any trust property;

5. To keep any property in the name of a nominee with or without disclosure of any fiduciary relationship;
6. To employ agents, attorneys, auditors, depositories and proxies, with or without discretionary powers.
7. To determine the manner of ascertainment of income and principal, and the apportionment between income and principal of all receipts and disbursements, and to select an annual accounting period;
8. To receive additional property from any source, and add it to and commingle it with the Trust Estate;
9. To make any distribution or division of the trust property in cash or in kind, or both, and to allot different kinds of disproportionate shares of property or undivided interests in property, and to reimbursement for expenses.
10. The trustee shall be entitled to reasonable compensation for services in administering and distributing the trust property, and to reimbursement for expenses.
11. The Trustee in its own discretion may pay any last illness, funeral or burial expense in connection with the death of the Trustors.

B. INSURANCE POLICIES

The Trustee shall have no duty of any kind or nature respecting such policies of life insurance for which it may be designated beneficiary until the death of the insured and the right to collect the proceeds thereon accrued. The Trustee is authorized to retain as part of the Trust Estate any policy of life insurance that may become an asset of this Trust, at any time, on the life of any person, and the Trustee may pay the premiums on any such policy out of the income of the Trust Estate, and it is further authorized to use principal for the payment of such premium, should the income be insufficient. If it is at any time necessary, in accordance with the foregoing, for the Trustee to encroach upon principal for the payment of such premiums, the Trustee, in its discretion, as an alternative, may use the cash values in any such policy for such purposes, or apply automatic loan provisions for the



payment of premiums. The Trustee shall, in addition, have full power and authority to purchase life insurance policies and/or annuities, and/or hospitalization insurance, and to exercise any option, privilege or benefit in connection with any policy, including the right to surrender any such policy for a paid-up policy, or for its cash surrender value, to use any such policy as security for any purpose whatsoever, to make loans against the cash value of any policy, to assign any such policy, change the manner in which, and the persons to whom, any such policy shall be payable at maturity thereof, and if such policy become payable as a result of the death of the insured, to elect settlement options, or to collect the proceeds of any such policy, and do all things necessary or expedient thereto. No insurance company issuing any such policy shall be required to inquire into or take notice of any of the provisions of this Trust, or to see to the application or disposition of the proceeds of any such policy, and the receipts of the Trustee to such insurance company shall be effectual to release and discharge such insurance company for the payment so made. The Trustee shall not be obligated to engage in any litigation to enforce payment of any policy unless it is indemnified to its satisfaction against any resulting expense and liability.

C. TRANSACTIONS WITH ESTATE OF TRUSTORS

Upon the death of either Trustor, the Trustee may, within its discretion, purchase assets from the estate of the deceased Trustor at a fair value. The propriety of the purchase, the amount of such assets purchased, and the ascertainment of fair value, shall be solely within the discretion of the Trustee, and the Trustee shall incur no liability as a result of such purchases, whether or not such assets constitute investments which may legally be made by Trustee, or, at its discretion, the Trustee may loan money to the estate of a deceased Trustor upon such terms as the Trustee and personal representative or the deceased Trustor may agree.

D. PAYMENT OF TAXES.

It is the express desire of the Trustors that all estate, inheritance, succession, or other death taxes (by whatever name called) imposed upon or in relation to any property owned by either of them at the date of his or her death, and required to be included in his or her gross estate under the provisions of any tax law, shall be paid from assets other than the Trust Estate hereof, and there shall be no charge therefor against the Trust Estate upon the basis of proration; apportionment, contribution, or otherwise. However, if the whole, or any part of the Trust Estate, or

the proceeds as avails thereof, shall become liable for the payments of any tax, charge or assessment which the Trustee shall (notwithstanding the intention of the Trustors to cause all estate and inheritance taxes to be paid from sources other than this Trust) be required to pay, said Trustee shall have the full power and authority, without previous notice to or demand upon any person, to pay such tax, charge or assessment from the Trust Estate. Estate and inheritance taxes so paid which are a charge against any beneficiary hereunder shall be deducted from the interest of the beneficiary so liable. Other taxes shall be charged to income; provided, however, that any tax levied upon profits or gain which inures to the benefit of principal shall be paid out of the principal, notwithstanding said tax may be denominated a tax over income by the taxing authority. Improvement assessments shall be charged to principal, and maintenance assessments shall be charged to income.

E. RESIGNATION OF TRUSTEE AND TRANSFER OF TRUST

A Co-Trustee or a Trustee, or any successor Co-Trustee or Trustee, may resign at any time upon giving written notice thirty (30) days before such resignation shall take effect, to the Trustors or to the survivor, or after the death of such survivor, to all adult beneficiaries and/or to the guardians of the estates of any minor or incompetent beneficiaries who may then be receiving income hereunder. In the event one of the original Co-Trustees herein named resigns, refuses to act, or by reason of death, disability or other incapacity be or becomes unable to act as Co-Trustee hereunder, then GEORGE A. HART, JR. is appointed as Co-Trustee hereunder. In the event of the death, disability, resignation or other incapacity of the surviving Trustee or Co-Trustee then GEORGE A. HART, JR. is appointed as sole successor Trustee. In the event of the death, disability, resignation or other incapacity of GEORGE A. HART, JR. as a Co-Trustee, then the surviving Co-Trustee shall have the power to appoint a successor Co-Trustee. In the event of the death, disability, resignation or other incapacity of GEORGE A. HART, JR. while he is serving as sole Trustee, then BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION is appointed as sole successor Trustee. The resigning Trustee shall transfer to its successor the entire Trust Estate and shall, thereupon, be discharged as Trustee of this Trust, and this Trust, and the successor shall thereupon succeed to all of the rights, powers and trusts, and shall assume all the obligations of the resigning Trustee; provided, however, that any successor Trustee taking office hereunder shall have no responsibility for the acts or omissions of any prior Trustee, and no duty to audit or investigate the accounts or administration of any prior Trustee, nor, unless, in writing, it is

requested so to do by any person having a present or future beneficial interest under this Trust, shall it have any duty to take action or obtain redress for any breach of trust. At any time when a corporate Trustee is acting as Trustee of this estate, a majority of the adult income beneficiaries and the guardians of the Estates of any minor or incompetent beneficiaries who may then be receiving income may, by ninety (90) day written notice to the Trustee, remove such Trustee, and designate a successor corporate Trustee.

## ARTICLE 5

### GENERAL PROVISIONS

#### A. COMPROMISE OF CLAIMS

The Trustee may, at its option, at any time in connection with its management of the Trust Estate, or the collection of any moneys due or payable to it as Trustee hereunder, compromise any claims existing in favor of it or against the Trust Estate.

#### B. CHARACTER OF PROPERTY

For the purposes of allocation of assets hereunder, and for the purposes of determining the nature of the property in the event the Trust is terminated and the assets are returned to the Trustors, and for tax purposes, it is the intent of the Trustors that any community property transferred to the Trust by them shall retain its character as community property.

#### C. BOND - LIABILITY OF TRUSTEE

No bond, or other security shall be required of any Trustee in any jurisdiction. No individual Trustee acting hereunder shall be liable or responsible for any mistake or error of judgment in the administration of the Trust Estate resulting in loss to the estate by reason of investment or otherwise, save only for willful misconduct or fraud. A corporate Trustee acting hereunder shall be liable or responsible only to the extent required by law.

#### D. ADOPTED CHILDREN

The words "children," and "lawful issue," as used in this Trust Agreement shall not include adopted children nor the issue of adopted children.

E. SPENDTHRIFT PROVISION

The interest of any beneficiary in the principal or income of this Trust shall not be subject to the claims of his or her creditors, or others, or liable to attachment, execution or other process of law, and no beneficiary shall have any right to encumber, hypothecate or alienate his or her interest in the Trust in any manner; provided, however, that this shall not be construed to restrict any power of appointment granted the survivor Trustor. The Trustee may, however, deposit to any bank designated by the beneficiary to his or her credit, income or principal payable to such beneficiary.

F. NUMBER AND GENDER

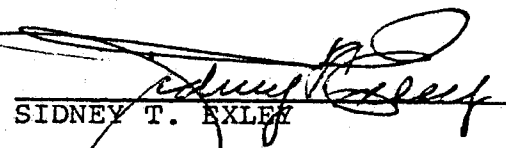
All references herein to the singular number and neuter gender shall be deemed to include the plural number and the masculine or feminine gender when the context so requires and vice versa.

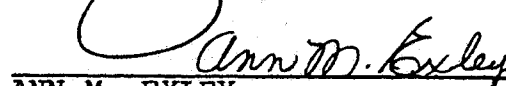
G. CALIFORNIA LAW

This Trust has been accepted by the Trustees, and will be administered in the State of California, and its validity, constructions, and all rights thereunder, will be governed by the laws of that state. If any provisions of this Trust Agreement shall be invalid or unenforceable, the remaining provisions thereof shall nevertheless continue to be fully effective.

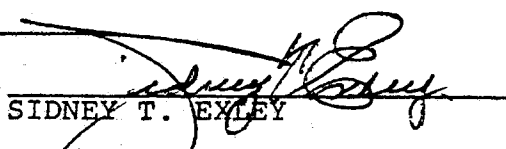
IN WITNESS WHEREOF, the Trustors and Trustees have executed this Trust Agreement to be effective on the day and year first above written.

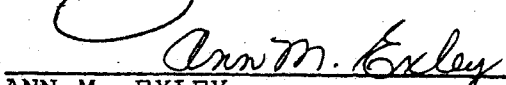
TRUSTORS

  
SIDNEY T. EXLEY

  
ANN M. EXLEY

TRUSTEES

  
SIDNEY T. EXLEY

  
ANN M. EXLEY

APPROVED:

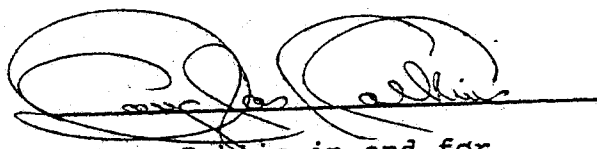
BALL, HUNT, HART, BROWN  
AND BAERWITZ

By George A. Hart, Jr.  
Attorneys for Trustors.

STATE OF ~~CALIFORNIA~~ <sup>MASSACHUSETTS</sup> :  
                  ~~LOS ANGELES~~ <sup>HAMPDEN</sup> :        ss.  
COUNTY OF ~~LOS ANGELES~~ :

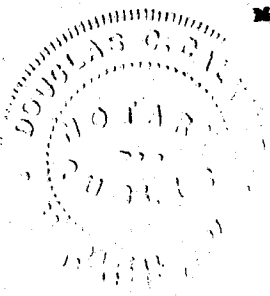
On this 20<sup>th</sup> day of MARCH, 1972, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn personally appeared SIDNEY T EXLEY and ANN M. EXLEY known to me to be the persons whose names are subscribed to the within instruments and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this certificate first above written.



Notary Public in and for  
said County and State.

My Commission Expires  
March 19, 1977



COMMUNITY PROPERTY OF TRUSTORS  
SIDNEY T. EXLEY AND ANN M. EXLEY  
TRANSFERRED PURSUANT TO TRUST AGREEMENT  
OF THE SIDNEY T. EXLEY AND ANN M. EXLEY FAMILY TRUST

Dated 20th March, 1972

<u>Item</u>	<u>Description</u>
1.	Cash in the sum of \$ <u>10<sup>00</sup>/<sub>xx</sub></u> .

THIRD AMENDMENT TO  
THE SIDNEY T. & ANN M. EXLEY FAMILY TRUST

SIDNEY T. EXLEY and ANN M. EXLEY husband and wife of San Clemente, California, declare:

- A. They are the Trustees and Trustors of THE SIDNEY T. & ANN M. EXLEY FAMILY TRUST dated March 20, 1972, as amended July 2, 1982 and April 19, 1985.
- B. They desire to amend said Trust as set forth below.

NOW, THEREFORE, the THE SIDNEY T. & ANN M. EXLEY FAMILY TRUST is amended in part as follows:

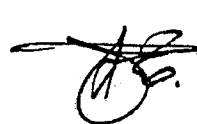
- 1. The amendments dated July 2, 1982 and April 19, 1985 are revoked in full.
- 2. Sections B and C of Article 3 of the Trust dated March 20, 1972 are restated in full to read as follows:

**"B. Operation of Trust After Death of First Trustor to Die.**

- 1. **Payment of Debts.** As soon as practicable after the death of the deceased Trustor, the Trustee, except as otherwise provided herein, shall pay from the deceased Trustor's share of the Trust Estate the just debts of the deceased Trustor (excluding any debts not yet due or barred by any applicable provisions of law), funeral expenses of the deceased Trustor, and any inheritance, estate or other death taxes that shall, by reason of the death of the deceased Trustor, be attributable to the Trust Estate. This is not and shall not constitute a direction to pay all inheritance, estate, or other death taxes from, or charge the same to, the Trust Estate without apportionment. Notwithstanding the foregoing, none of the payments described above shall be made from funds received by the Trustee from payment of insurance policies on the deceased Trustor's life and such funds shall not be used to satisfy any other obligations of the deceased Trustor's estate.
- 2. **Division of Trust Estate.** The Trustee shall divide the Trust Estate into two separate trusts. Such trusts shall be designated as the EXLEY EXEMPTION TRUST ("Exemption Trust") and the SIDNEY T. EXLEY or ANN M. EXLEY TRUST ("Survivor's Trust") depending upon which spouse is the surviving Trustor.

A. *Exemption Trust.*

- 1. **Allocation to Exemption Trust.** The Exemption Trust shall consist of the largest pecuniary amount of the deceased Trustor's share of the Trust Estate as may pass free of federal estate taxes to a person other than a surviving Trustor

 *Ann*

(including such amounts as may pass free of federal estate tax by reason of the credit for state death taxes but only to the extent it does not create any state death tax or increase any state death tax otherwise payable to any state) and after taking into account:

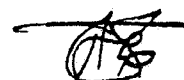
- a. The value of all property passing under other provisions of this Declaration of Trust, the deceased Trustor's Will, or otherwise that is included in the taxable estate of the deceased Trustor and that does not qualify for the federal estate tax marital deduction or the federal estate tax charitable deduction; and
- b. The amount of all expenses of administration of the deceased Trustor's estate that are allowable and claimed as deductions in computing federal income tax rather than federal estate tax.

The Trustee may allocate assets to the Exemption Trust in cash or in kind, or partly in each, individual assets or groups of assets, undivided interests or other rights of ownership in common or jointly with others, or any combinations of the above. Assets allocated in kind shall be valued at the federal estate tax values as finally determined, provided that the assets allocated to the Survivor's Trust shall be fairly representative of the appreciation or depreciation of all of the deceased Trustor's share of the Trust Estate eligible for the marital deduction which has occurred between the date of valuation and distribution. The amount allocated to the Exemption Trust shall be computed by disregarding any disclaimer by the surviving Trustor of property qualifying for the estate tax marital deduction or a failure by the Executor of the deceased Trustor to make the election under Section 2056(b) (7)(B)(v) of the Internal Revenue Code with respect to any property eligible for such election.

Any state death taxes attributable to the Exemption Trust shall be charged to and paid from the Exemption Trust. Any expenses of administration which may be claimed as a deduction for federal estate tax purposes, but are not so claimed, shall be charged to and paid from the Exemption Trust.

2. Distributions from Exemption Trust.

- a. The Trustee shall pay to or apply for the benefit of the surviving Trustor the net income of the Exemption Trust in monthly or more frequent intervals.
- b. In addition, the Trustee shall pay to or apply for the benefit of the surviving Trustor from time to time as much of the principal of the Exemption Trust as the Trustee deems reasonably necessary for the proper health, maintenance, and support of the surviving



*amw*



Trustor in his or her accustomed manner of living after taking into consideration other sources available to the surviving Trustor for such purposes.

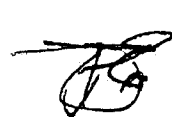
3. Revocation and Modification of Exemption Trust. The Exemption Trust shall be irrevocable and may not be amended or modified in any respect.

B. *Survivor's Trust.*

1. Allocation to Survivor's Trust. The Survivor's Trust shall consist of the balance of the Trust Estate.
2. Distributions from Survivor's Trust.
  - a. The Trustee shall pay to or apply for the benefit of the surviving Trustor the net income of the Survivor's Trust in monthly or more frequent intervals.
  - b. In addition, the Trustee shall pay to or apply for the benefit of the surviving Trustor from time to time as much of the principal of the Survivor's Trust as the Trustee deems necessary or advisable for the proper health, maintenance, support, and comfort of the surviving Trustor.
  - c. The Trustee shall pay to the surviving Trustor as much of the principal of the Survivor's Trust as the surviving Trustor may request by written instrument delivered to the Trustee. The surviving Trustor may exercise this right at any time during his or her lifetime by revoking the Survivor's Trust in whole or in part, and on receipt of a partial or total revocation of the Survivor's Trust, the Trustee shall distribute to the surviving Trustor all assets covered by that revocation.
3. Revocation and Modification of Survivor's Trust. The surviving Trustor shall have the power to amend, revoke, or terminate the Survivor's Trust exercisable by delivery of written notice to the Trustee. On revocation or termination of the Survivor's Trust, the Trustee shall deliver all of the assets of the Survivor's Trust to the surviving Trustor. On the death of the surviving Trustor, the Survivor's Trust shall be irrevocable and may not be amended or modified in any respect.

C. *Disclaimer.*

1. Allocation to Disclaimer Trust. In the event the surviving Trustor shall disclaim, in whole or in part, any interest in the Survivor's Trust, the interest so disclaimed shall be allocated to a separate trust to be known as the EXLEY DISCLAIMER

 *Amel*

TRUST to be held, administered, and distributed in accordance with the above provisions relating to the Exemption Trust.

**C. Operation of Trust on Death of Surviving Trustor.**

1. **Payment of Debts.** On the death of the surviving Trustor, the Trustee shall pay out of the principal or income of the Survivor's Trust, unless otherwise paid or provided for, the just debts of the surviving Trustor (excluding any debts not yet due or barred by applicable provisions of law), funeral expenses of the surviving Trustor, and any inheritance, estate, or other death taxes that shall, by reason of the death of the surviving Trustor, be attributable to the Survivor's Trust. This is not and shall not constitute a direction to pay all inheritance, estate, or other death taxes from the Survivor's Trust without apportionment. Notwithstanding the foregoing, none of the payments described above shall be made from funds received by the Trustee from payment of insurance policies on the surviving Trustor's life and such funds shall not be used to satisfy any other obligations of the surviving Trustor's estate.
2. **Distribution of Trusts.** After payment of expenses as set forth above, the Trustee shall hold, administer and distribute the Trust Estate as follows:
  - A. **Power of Appointment.** All or any part of the balance of the Survivor's Trust shall be distributed to or for the benefit of such one or more persons or entities, including the estate of the surviving Trustor, on the terms and conditions, either outright or in trust, as the surviving Trustor may appoint by a written instrument other than a will which specifically refers to and exercises this general testamentary power of appointment.
  - B. **Power of Appointment.** All or any part of the balance of the Exemption Trust shall be distributed to or for the benefit of such one or more of the issue of Trustors', on the terms and conditions, either outright or in trust, as the surviving Trustor may appoint by a written instrument other than a will which specifically refers to and exercises this limited testamentary power of appointment.
  - C. **Balance of Trust Estate.** Any of the Survivor's Trust and any of the Exemption Trust not effectively appointed by the surviving Trustor and the balance of the Disclaimer Trust, if any, shall each be divided into as many equal parts as there are children of Trustors then living and children of Trustors then deceased who have issue then living. The Trustee shall allocate one (1) such equal share of each trust (hereinafter called "share") to each then living child of Trustors and one (1) such equal share of each trust (hereinafter called "share") to each group composed of the then living issue of a deceased child of Trustors. Each share allocated to a living child of Trustors shall be distributed outright and free of trust. Each share allocated to a group composed of the then living issue of a deceased child of Trustors shall be distributed outright to such issue, by right of representation.

If at any time before full distribution of the Trust Estate, Trustors and each child of Trustors is deceased, and no disposition of the property

is directed by this Declaration of Trust, the Trust Estate or the portion of it not disposed of under this Declaration of Trust, whichever the case may be, shall thereupon be distributed one-half to Husband's heirs at law and one-half to Wife's heirs at law in accordance with the laws of the State of California relating to the succession of property not acquired from a parent, grandparent, or previously deceased spouse.

No interest in the principal or income of any trust created under this Declaration of Trust shall be anticipated, assigned, or encumbered, or subject to any creditor's claim or any legal process, prior to its actual receipt by the trust beneficiary.

Unless sooner terminated in accordance with other provisions of this Declaration of Trust, any trust created hereunder shall terminate twenty-one (21) years after the death of the last surviving member of the group consisting of Trustors and the issue of Trustors who are living and in being at the date of the death of the first Trustor to die. All principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of that trust in the proportions in which they are, at the time of termination, entitled to receive the income; provided, however, that if the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made to such beneficiaries as are then entitled or authorized in the Trustee's discretion to receive income payments, by right of representation.

3. Article 3 Section D of the Trust dated March 20, 1972 is deleted in full.
4. Article 4 Section E of the Trust dated March 20, 1972 is amended in full to read as follows:

"E. In the event of the death, resignation, disability, or other incapacity of either Trustor, SUSAN A. CROCKETT shall thereafter serve as Co-Trustee with the remaining Trustor. In the event of the death, resignation, disability or other incapacity of SUSAN A. CROCKETT while serving as Co-Trustee with a Trustor, or in the event the remaining Trustor shall desire to appoint a successor Co-Trustee in her place, the remaining Trustor shall have the right to remove SUSAN A. CROCKETT and appoint a successor Co-Trustee unless modified hereunder by the Trustors, the successor Co-Trustee shall be first PATRICIA A. AHLQUIST and then ELEANOR JANE HEWITT shall serve as Co-Trustees hereunder. If both Trustors are unable to serve hereunder and only one of Trustors' three daughters is able to serve hereunder, she shall serve as sole trustee and shall have the power to appoint one or more Co-Trustees or successor Trustees. In any event, Trustors jointly, or the survivor of them, may appoint a successor Trustee to act as the Trustee of the Trusts named above in the place of and in the stead of the Trustees named above, or as successor Trustee to the Trustees named above, provided that there can be no appointment to defeat the purposes of this Trust Agreement."



Amc

In all other respects the terms and provisions of the THE SIDNEY T. & ANN M. EXLEY FAMILY TRUST shall remain in full force and effect.

\*\*\*\*\*

CERTIFICATE OF TRUSTORS

We, and each of us, certify that:

- A. We, and each of us, have read the foregoing Amendment to the Declaration of Trust of THE SIDNEY T. & ANN M. EXLEY FAMILY TRUST.
- B. We, and each of us, approve the terms of such Amendment in all particulars.
- C. As the Trustee named in such Declaration of Trust we, and each of us, approve and accept such Amendment.
- D. We have been advised of the potential for a conflict of interest by having our estate planning documents drafted by a single attorney, which we waive.

\*\*\*\*\*

DATED: September 19, 1994

  
SIDNEY T. EXLEY

  
ANN M. EXLEY

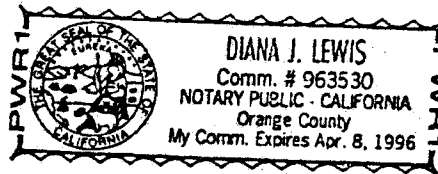
THE STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On September 19, 1994, before me, Diana J. Lewis, Notary Public for the State of California, personally appeared SIDNEY T. EXLEY and ANN M. EXLEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

(SEAL)



**FOURTH AMENDMENT TO  
THE SIDNEY T. & ANN M. EXLEY FAMILY TRUST**

SIDNEY T. EXLEY and ANN M. EXLEY husband and wife of San Clemente, California, declare:

- A. They are the Trustees and Trustors of THE SIDNEY T. & ANN M. EXLEY FAMILY TRUST dated March 20, 1972, as amended July 2, 1982, April 19, 1985, and September 19, 1994.
- B. They desire to amend said Trust as set forth below.

NOW, THEREFORE, the THE SIDNEY T. & ANN M. EXLEY FAMILY TRUST is amended in part as follows:

- 1. The second paragraph of Article 2 Section B of the Trust dated March 20, 1972 is deleted in full.
- 2. Article 4 Section E of the Trust dated March 20, 1972 is amended in full to read as follows:

"E. In the event of the death, resignation, disability or other incapacity of Trustor SIDNEY T. EXLEY, Trustor ANN M. EXLEY is hereby appointed as sole Trustee. In the event of the death, resignation, disability, or other incapacity of Trustor ANN M. EXLEY, SUSAN A. CROCKETT and PATRICIA A. AHLQUIST shall thereafter serve as Co-Trustees. In the event of the death, resignation, disability, or other incapacity of either SUSAN A. CROCKETT or PATRICIA A. AHLQUIST, ELEANOR JANE HEWITT shall thereafter serve as Co-Trustee. In the event of the death, resignation, disability or other incapacity of two of Trustors' daughters, the remaining daughter shall serve as sole Trustee and shall have the power to appoint one or more Co-Trustees or successor Trustees. In any event, Trustors jointly, or the survivor of them, may appoint a successor Trustee to act as the Trustee hereunder in the place of and in the stead of the Trustees named above, or as successor Trustee to the Trustees named above, provided that there can be no appointment to defeat the purposes of this Trust Agreement."

In all other respects the terms and provisions of THE SIDNEY T. & ANN M. EXLEY FAMILY TRUST shall remain in full force and effect.

\*\*\*\*\*

CERTIFICATE OF TRUSTORS

We, and each of us, certify that:

- A. We, and each of us, have read the foregoing Amendment to the Declaration of Trust of THE SIDNEY T. & ANN M. EXLEY FAMILY TRUST.
- B. We, and each of us, approve the terms of such Amendment in all particulars.
- C. As the Trustee named in such Declaration of Trust we, and each of us, approve and accept such Amendment.
- D. We have been advised of the potential for a conflict of interest by having our estate planning documents drafted by a single attorney, which we waive.

\*\*\*\*\*

DATED: December 20, 1995

SIDNEY T. EXLEY  
SIDNEY T. EXLEY

ANN M. EXLEY  
ANN M. EXLEY

## Taylor, Desiree

---

**From:** don@slaughterlaw.com  
**Sent:** Tuesday, June 16, 2009 12:46 PM  
**To:** Taylor, Desiree  
**Subject:** Ann Exley  
**Attachments:** TEXT.htm; Mime.822

Desiree:

I am the attorney for Ann Exley. In response to your inquiry, I make no claim to the proceeds to be paid to Mrs. Exley. The check should go directly to her. If you have any further questions, please call.

Don

Slaughter & Slaughter, LLP

2 San Joaquin Plaza

Suite 240

Newport Beach, CA 92660

(949) 721-9091 (ext 1)

(949) 721-9844 (fax)

[don@slaughterlaw.com](mailto:don@slaughterlaw.com)

This is a privileged communication. If you receive it in error, please delete it and notify Don Slaughter. Thanks.



AUTHORIZATION FOR AGENT 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 applicant'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 make Don Slaughter my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number \_\_\_\_\_ sold at public auction on \_\_\_\_\_. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total amount of excess proceeds available for refund is \$\_\_\_\_\_, and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

Ann M. Exley  
(Signature of Party of Interest)

ANN M. EXLEY  
(Name Printed)

61 MIRA COLLADO  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF ORANGE )

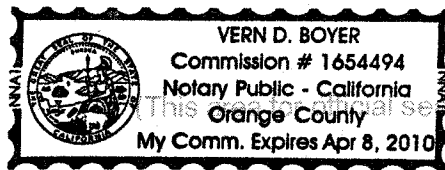
SAN CLEMENTE, CA 92673  
(City/State/Zip)

(949) 498-1991  
(Area Code/Telephone Number)

On June 17, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared ANN M. EXLEY known to me (or proven 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.

WITNESS my hand and official seal.

Vern D. Boyer  
(Signature of Notary)



I, the undersigned, certify under penalty of perjury that I have disclosed to the above party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

Donald E. Slaughter  
(Signature of Agent)

Donald E. Slaughter  
(Name Printed)

680 Newport Center Dr. # 100  
(Address)

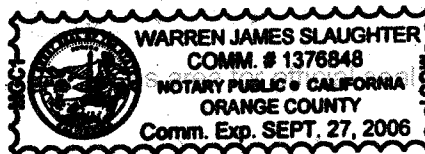
STATE OF CALIFORNIA )ss.  
COUNTY OF ORANGE )

Newport Beach, CA 92660  
(City/State/Zip)

On July 19, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald E. Slaughter known to me (or proven 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.

WITNESS my hand and official seal.

Warren James Slaughter  
(Signature of Notary)



CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Paul McDonnell, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 176 Item 475 Assessment No.: 811141011-4

Assessee: WHITEHOUSE, JAMES TR & TOZZER, PATRICIA TR & CONAHAN, THOMAS JOSEPH TR & PLANTZ, THERESA A ETAL

Situs:

Date Sold: March 13, 2006

Date Deed to Purchaser Recorded: May 3, 2006

Final Date to Submit Claim: May 3, 2007

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ All 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. 901842; recorded on 10/31/2005. 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.

GRANT DEED 10/31/2005  
PROPERTY DETAILS  
PROPERTY SOLD AT TAX SALE

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tentants 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 30<sup>th</sup> day of APRIL, 2007 at San Bernardino, Calif County, State

Betty Myers  
Signature of Claimant

Vicki Denise Allen  
Signature of Claimant

BETTY MYERS  
Print Name

VICKI DENISE ALLEN  
Print Name

1228 Nancy Court  
Street Address

1228 Nancy Court  
Street Address

Upland, Ca 91786-2505  
City, State, Zip

Upland, Ca 91786-2505  
City, State, Zip

(909) 9824916  
Phone Number

(909) 9824916  
Phone Number

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Paul McDonnell, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 176 Item 475 Assessment No.: 811141011-4

Assessee: WHITEHOUSE, JAMES TR & TOZZER, PATRICIA TR & CONAHAN, THOMAS JOSEPH TR & PLANTZ, THERESA A ETAL

Situs:

Date Sold: March 13, 2006

Date Deed to Purchaser Recorded: May 3, 2006

Final Date to Submit Claim: May 3, 2007

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ ALL 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. 90/347; recorded on 10/31/2005. 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 taxsale process has severed this Joint Tenancy, and all Joint Tentants 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 30 day of April, 2007 at Riverside County California  
County, State

Doris Fillhart  
Signature of Claimant

Don Carty  
Signature of Claimant

Doris Fillhart  
Print Name

Don Carty  
Print Name

c/o Carty 120 W. Paradise Dr.  
Street Address

120 W. Paradise Dr.  
Street Address

Winchester, TN 37398  
City, State, Zip

Winchester, TN. 37398  
City, State, Zip

714-321-547  
Phone Number

714-321-543  
Phone Number

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Paul McDonnell, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 176 Item 475 Assessment No.: 811141011-4

Assessee: WHITEHOUSE, JAMES TR & TOZZER, PATRICIA TR & CONAHAN, THOMAS JOSEPH TR & PLANTZ, THERESA A ETAL

Situs:

Date Sold: March 13, 2006

Date Deed to Purchaser Recorded: May 3, 2006

Final Date to Submit Claim: May 3, 2007

RECEIVED  
07 MAY - 3 PM 5:23  
RIVERSIDE COUNTY  
TREASURER/TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ All 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. 901844; recorded on 10/31/2005. 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 taxsale process has severed this Joint Tenancy, and all Joint Tentants 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 30<sup>th</sup> day of APRIL, 2007 at RIVERSIDE COUNTY  
County, State

Charles Curty  
Signature of Claimant

\_\_\_\_\_  
Signature of Claimant

CHARLES CURTY  
Print Name

\_\_\_\_\_  
Print Name

413 CORAL CIRCLE  
Street Address

\_\_\_\_\_  
Street Address

PHOENIX ARIZONA  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Paul McDonnell, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 176 Item 475 Assessment No.: 811141011-4

Assessee: WHITEHOUSE, JAMES TR & TOZZER, PATRICIA TR & CONAHAN, THOMAS JOSEPH TR & PLANTZ, THERESA A ETAL

Situs:

Date Sold: March 13, 2006

Date Deed to Purchaser Recorded: May 3, 2006

Final Date to Submit Claim: May 3, 2007

RECEIVED  
APR 26 PM 2:46  
RIVERSIDE COUNTY  
TREASURER/TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ ALL 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. 901844; recorded on 10/31/2005. 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.

- GRANT DEED 10/31/2005
- PROPERTY DETAILS
- PROPERTY SOLD @ TAX SALE

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tentants 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 24<sup>th</sup> day of April, 2007 at San Bernardino Calif  
County, State

[Signature]  
Signature of Claimant

JAMES SAUNDERS  
Print Name

904 BLUE HERON  
Street Address

SEAL BEACH, CA 90740  
City, State, Zip

562-493-7082  
Phone Number

[Signature]  
Signature of Claimant

Janet Moyle  
Print Name

148 Don Miguel Cir.  
Street Address

Palm Desert, Ca. 92260  
City, State, Zip

760-218-0441  
Phone Number

SCO 8-21 (1-99)

CONTACT FOR ANY INFO

JACKIE SAUNDERS 714.321.5431

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Paul McDonnell, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 176 Item 475 Assessment No.: 811141011-4

Assessee: WHITEHOUSE, JAMES TR & TOZZER, PATRICIA TR & CONAHAN, THOMAS JOSEPH TR & PLANTZ, THERESA A ETAL

Situs:

Date Sold: March 13, 2006

Date Deed to Purchaser Recorded: May 3, 2006

Final Date to Submit Claim: May 3, 2007

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ Nil 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. 901844; recorded on 10/3/2005. 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 taxsale process has severed this Joint Tenancy, and all Joint Tentants 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 30 day of April, 2007 at Riverside County, Calif.  
County, State

Miriam Pearce  
Signature of Claimant

Deborah Pearce  
Signature of Claimant

Miriam Pearce  
Print Name

Deborah Pearce  
Print Name

c/o 904 Blue Heron/Sanders  
Street Address

c/o 904 Blue Heron/Sanders  
Street Address

Seal Beach, Ca 90740  
City, State, Zip

Seal Beach, Ca 90740  
City, State, Zip

714-321-5431  
Phone Number

714 321-5431  
Phone Number

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Paul McDonnell, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 176 Item ~~475~~ <sup>475</sup> Assessment No.: ~~811141011-2~~ 811141011-4

Assessee: WHITEHOUSE, JAMES TR & TOZZER, PATRICIA TR & CONAHAN, THOMAS JOSEPH TR & PLANTZ, THERESA A, ETAL

Situs: 25250 RICE RD DESERT CENTER

Date Sold: March 13, 2006

Date Deed to Purchaser Recorded: May 3, 2006

Final Date to Submit Claim: May 3, 2007

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),  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. \_\_\_\_\_; recorded on \_\_\_\_\_. 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 taxsale process has severed this Joint Tenancy, and all Joint Tentants 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 30<sup>th</sup> day of April, 2007 at Riverside County, Calif  
County, State

JM Pastore  
Signature of Claimant

\_\_\_\_\_  
Signature of Claimant

JACKIE PASTORI  
Print Name

\_\_\_\_\_  
Print Name

90 904 BLUE HERON  
Street Address

\_\_\_\_\_  
Street Address

SEAL BEACH, CA  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

714-321-5431  
Phone Number

\_\_\_\_\_  
Phone Number

RIVERSIDE COUNTY TREASURER & TAX COLLECTOR  
EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

FOURTH FLOOR

ATTENTION: DESERAI

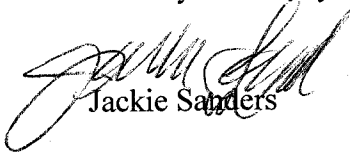
Re: item 475 8111410114 attached

This was left off the file when it was delivered to you on Monday April 30,2007

I am sorry to add another name to this large file, but please add it to your list for this file.

If you need to contact some one on this file please contact me at phone # 714-321-5341  
or email me at [thetwojs@aol.com](mailto:thetwojs@aol.com) or fax me at 562-493-7073

Thank you for all your help.

  
Jackie Sanders



RECORDING REQUESTED BY  
Recording requested by  
NORTH AMERICAN TITLE COMPANY  
AND WHEN RECORDED MAIL TO

JAMES S. WHITEHOUSE, M.D., ET AL  
C/O RIVERSIDE LOAN SERVICE, INC.  
6529 RIVERSIDE AVE., #150  
RIVERSIDE, CA 92506

184050

37-22344-37  
TITLE ORDER NO

89-1015  
TRUSTEE SALE NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Reference:

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK P.M.

MAY 16 1990

William E. Brown  
Recorder

13  
4

TRUSTEE'S DEED

CODE AREA. 06200

PARCEL NO. PER ATTACHED EXHIBIT "A"

The Grantee herein WAS/WAS NOT the Beneficiary.

The amount of the unpaid debt was \$ 356,177.81

The amount paid by the Grantee \$ 356,177.81

The property is in RIVERSIDE County

( X ) unincorporated area. City of \_\_\_\_\_

Documentary Transfer Tax \$ -0-

Computed on full value of property conveyed.

Computed on full value less liens and the

encumbrances remaining at the time of sale.

By: Daniel A. Leimel Firm: RIVERSIDE LOAN\*

DANIEL A. LEIMEL, SR., PRESIDENT

\*SERVICE, INC.

RIVERSIDE LOAN SERVICE, INC. A California Corporation, as the duly appointed Trustee under a Deed of Trust referred to below and herein called TRUSTEE, does hereby grant without any covenant or warranty, expressed or implied to: PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

herein called GRANTEE, the following described real property situated in RIVERSIDE County, California describing the land therein: PER EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

The conveyance is made pursuant to the powers conferred upon TRUSTEE by the Deed of Trust executed by: DESERT CENTER FARMS, INC., A CALIFORNIA CORPORATION

to RIVERSIDE LOAN SERVICE, INC., A CALIFORNIA CORPORATION as TRUSTOR as TRUSTEE, and

Recorded on FEB 9 1988 as Document no. 34619 Book 11 Page 1  
Of Official Records in the office of the Recorder of RIVERSIDE County, California, and after fulfillment of the conditions in said Deed of Trust authorized this conveyance.

Beneficiary, as owner of the obligations secured by said Deed of Trust executed and delivered to TRUSTEE in written Declaration of Default and Demand for Sale. Default under said Deed of Trust occurred as set forth in the Notice of Default and Election to Sell Under Deed of Trust, which was recorded in the Office of the Recorder of said county. Beneficiary made due and proper demand upon TRUSTEE to sell said property pursuant to the terms of said Deed of Trust. The posting and first publication of Notice of Trustee's Sale of said property occurred not less than three months from the recording of the Notice of Default and Election to Sell Under Deed of Trust. TRUSTEE executed its Notice of Trustee's Sale stating that it would sell, at public auction to the highest bidder for cash, in lawful money of the United States, the real property above described, which Notice of Trustee's Sale duly fixed the time and place of said sale as therein stated.

All requirements to law regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell Under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. TRUSTEE in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on APRIL 5, 1990. GRANTEE, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$ 356,177.81 cash, in lawful money of the United States.

DATE: MAY 16, 1990

STATE OF CALIFORNIA, } ss.  
COUNTY OF RIVERSIDE }  
On MAY 16, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL A. LEIMEL, SR., known to me to be the President, of RIVERSIDE LOAN SERVICE, INC., a California Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors



RIVERSIDE LOAN SERVICE, INC.

Daniel A. Leimel  
X DANIEL A. LEIMEL, SR., PRESIDENT  
6529 RIVERSIDE AVE., #150  
RIVERSIDE, CA 92506 (714)781-6630

Signature Carol Du Four  
CAROL DU FOUR

Trustee's Deed

MAIL TAX STATEMENTS AS DIRECTED ABOVE

184050

37-22344

EXHIBIT "A"

JAMES S. WHITEHOUSE M.D. TRUSTEE OF THE JAMES S. WHITEHOUSE M.D. INC., PENSION PLAN AS TO AN UNDIVIDED 36.400000% INTEREST, JAMES CURTY AND MYRTLE W. CURTY, TRUSTEES UNDER TRUST AGREEMENT DATED JULY 13, 1988, AS TO AN UNDIVIDED 16.000000% INTEREST, SIDNEY T. EXLEY AND ANN M. EXLEY, TRUSTEES OF THE EXLEY FAMILY TRUST AS TO AN UNDIVIDED 12.000000% INTEREST, PATRICIA A. TOZZER, TRUSTEE FOR THE TOZZER FAMILY TRUST AS TO AN UNDIVIDED 14.00000% INTEREST. BETTY V. DECAMP AS TRUSTEE AND SUBSEQUENT TRUSTEE OF THE DECAMP FAMILY TRUST DATED DECEMBER 22, 1987, AS TO AN UNDIVIDED 5.600000% INTEREST, DONALD D. EDDY M.D. TRUSTEE FOR THE DONALD D. EDDY M.D. INC., DEFINED BENEFIT PENSION PLAN AS TO AN UNDIVIDED 8.000000% INTEREST AND BRUNO BAKKY AND MARIE BAKKY HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 8.000000% INTEREST

APN 811-260-002-4  
811-260-010-1  
811-260-011-2  
811-260-012-3  
811-141-005-9  
811-142-005-2

This instrument filed for record by North American Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

EXHIBIT "B"

184050

37-22344

PARCEL NO. 1:

LOTS 1 AND 2 OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT PORTION LYING IN THE COUNTY HIGHWAY, 100 FEET WIDE, AS DESIGNATED BY RESOLUTION OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS FILED FOR RECORD MARCH 27, 1945 AS INSTRUMENT NO. 2957.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION, THENCE SOUTH 88° 53' 30" WEST, ON THE SOUTH LINE OF SAID SECTION, 200 FEET; THENCE NORTH 01° 06' 30" WEST, 598.43 FEET; THENCE NORTH 44° 35' 35" WEST, 1880.40 FEET TO THE SOUTHEASTERLY LINE OF COUNTY ROAD, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 12, PAGE 81 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE SOUTH 45° 30' WEST ON THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, 350 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 45° 30' WEST, 300 FEET; THENCE SOUTH 44° 06' EAST, 150 FEET; THENCE SOUTH 45° 30' WEST, 300 FEET; THENCE SOUTH 44° 06' EAST, 150 FEET; THENCE NORTH 45° 30' EAST, 600 FEET; THENCE NORTH 44° 06' WEST, 300 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 88° 53' 30" WEST, ON THE SOUTH LINE OF SAID SECTION, 200 FEET; THENCE NORTH 01° 06' 30" WEST, 598.43 FEET; THENCE NORTH 44° 35' 35" WEST, 1880.40 FEET TO THE SOUTHEASTERLY LINE OF THE COUNTY ROAD, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 12, PAGE 81 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE SOUTH 45° 30' WEST ON THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, 650 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 45° 30' EAST, 300 FEET; THENCE SOUTH 44° 06' EAST, 150 FEET; THENCE NORTH 45° 30' EAST, 300 FEET; THENCE NORTH 44° 06' WEST, 150 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST QUARTER OF SAID GOVERNMENT LOT 2; THENCE SOUTH 01° 19' 49" EAST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 1577.98 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF DESERT CENTER-RICE ROAD AS ACCEPTED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY

37-22344

EXHIBIT "B"

184050

OF RIVERSIDE, STATE OF CALIFORNIA, A COPY OF SAID RESOLUTION WAS RECORDED MARCH 27, 1945 IN BOOK 665, PAGE 274, ET SEQ., OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 45° 30' 00" EAST, ALONG THE NORTHWESTERLY LINE OF SAID DESERT CENTER-RICE ROAD, 1059.17 FEET TO A POINT THAT BEARS SOUTH 43° 29' 00" EAST, FROM THE POINT OF BEGINNING; THENCE NORTH 43° 29' 00" WEST, 1151 FEET TO THE POINT OF BEGINNING.

NOTE: A.P. NOS. 811-260-002-4  
811-260-010-1  
811-260-011-2  
811-260-012-3

PARCEL NO. 2:

LOTS 1 AND 2 OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPTING THEREFROM THAT PORTION LYING IN THE COUNTY HIGHWAY, 100 FEET WIDE, AS DESIGNATED BY RESOLUTION OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS FILED FOR RECORD MARCH 27, 1945 AS INSTRUMENT NO. 2957.

ALSO EXCEPTING THEREFROM ALL URANIUM, THORIUM AND OTHER FISSIONABLE MATERIALS, ALL OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER, WHETHER SIMILAR TO THESE HEREIN SPECIFIED OR NOT, WITHIN OR UNDERLYING, OR WHICH MAY BE PRODUCED FROM THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER MATERIAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID SOUTHERN CALIFORNIA EDISON COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF 500 FEET, FOR ANY PURPOSE WHATSOEVER OVER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE COUNTY HIGHWAY, KNOWN AS RICE ROAD, 100 FEET WIDE, AS DESIGNATED BY RESOLUTION OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS FILED FOR RECORD MARCH 27, 1945, AS INSTRUMENT NO. 2957, IN BOOK 665, PAGE 274, OFFICIAL RECORDS OF RIVERSIDE COUNTY AND THE CENTER LINE OF THE 100 FOOT WIDE TRANSMISSION LINE RIGHT OF WAY EASEMENT, GRANTED BY RUTH M. ANDERSON TO CALIFORNIA ELECTRIC POWER COMPANY BY EASEMENT DATED AUGUST 13, 1957, AND RECORDED SEPTEMBER 19, 1957, IN BOOK 2150, PAGE 371, OFFICIAL RECORDS SEPTEMBER 19, 1957, IN BOOK 2150, PAGE 371, OFFICIAL RECORDS OF SAID COUNTY, AS SAID COUNTY HIGHWAY AND TRANSMISSION LINE ARE NOW LOCATED AND EXISTING ACROSS THE NORTHWEST QUARTER OF SAID SECTION 7, SAID POINT OF

PAGE 2

EXHIBIT "B"

184050

INTERSECTION BEING DISTANT SOUTH 46° 53' EAST, 3062 FEET, MORE OR LESS, MEASURED FROM THE NORTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY HIGHWAY, 100 FEET WIDE, SOUTH 45° 30' WEST, 50.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID 100 FOOT WIDE TRANSMISSION LINE RIGHT OF WAY EASEMENT AND THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND AND REAL PROPERTY HEREIN GRANTED; THENCE CONTINUING ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY HIGHWAY, 100 FEET WIDE, SOUTH 45° 30' WEST, 120.00 FEET; THENCE NORTH 44° 30' WEST, 100.00 FEET; THENCE NORTH 45° 30' EAST, 124.81 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID 100 FOOT WIDE TRANSMISSION LINE RIGHT OF WAY EASEMENT; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 41° 44' 53" EAST, 100.12 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

NOTE: A.P. NOS. 811-141-005-9  
811-142-005-2

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED TO:

Betty Myers  
1228 Nancy Court  
Upland, CA 91786



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		2			✓			
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

GRANT DEED

10-

APN: 811-141-011



DOCUMENTARY TRANSFER TAX IS \$-0- Transfer to Beneficiaries of Decedent's Trust  
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED. OR  
COMPUTED ON FULL VALUE LESS VALUE OF LIENS OR ENCUMBRANCES REMAINING AT THE TIME OF SALE.  
UNINCORPORATED AREA: CITY OF \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, Receipt Of Which Is Hereby Acknowledged, Betty Myers, successor Trustee of Trust B created under the James Curty and Myrtle W. Curty Trust Agreement dated 7/13/88, hereby GRANTS to Donald Curty, as to an undivided 1/6 thereof; Doris Fillhart, as to an undivided 1/6 thereof; Charles Curty, as to an undivided 1/6 thereof; Janet Moyle, as to an undivided 1/6 thereof; James Saunders, as to an undivided 1/6 thereof; Miriam Pearce, as to an undivided 1/18 thereof; Jackie Pastori, as to an undivided 1/18 thereof; and Deborah Pearce, as to an undivided 1/18 of, the following described real property in the County of Riverside, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

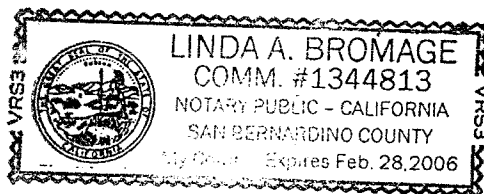
Dated: 12-2-04

Betty Myers  
BETTY MYERS, Trustee of Trust B created  
Under the James Curty and Myrtle W. Curty  
Trust Agreement 7/13/88

STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO )SS:

On 12-2, 2004, before me,  
Linda A. Bromage, a Notary Public,  
personally appeared Betty Myers, personally known to me (or 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 by her signature on the instrument the person, or the  
entity upon behalf of which the person acted, executed the instrument.  
WITNESS my hand and official seal.

Linda A. Bromage  
NOTARY PUBLIC



DOC # 2005-0901844  
10/31/2005 08:00A Fee:10.00  
Page 1 of 2  
Recorded in Official Records  
County of Riverside  
Larry U. Ward  
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED TO:

Betty Myers  
1228 Nancy Court  
Upland, CA 91786



M	S	U	PAGE	SIZE	DA	PCOR	NDOR	SMF	MISC.
	1		2			✓			
A	R	L				COPY	LONG	REFUND	NCHG EXAM

GRANT DEED

10-

APN: 811-141-011



DOCUMENTARY TRANSFER TAX IS \$\_.00- Transfer to Beneficiaries of Decedent's Trust  
\_COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR  
\_COMPUTED ON FULL VALUE LESS VALUE OF LIENS OR ENCUMBRANCES REMAINING AT THE TIME OF SALE.  
\_UNINCORPORATED AREA: \_CITY OF \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, Receipt Of Which Is Hereby Acknowledged, Betty Myers, successor Trustee of Trust B created under the James Curty and Myrtle W. Curty Trust Agreement dated 7/13/88, hereby GRANTS to Donald Curty, as to an undivided 1/6 thereof; Doris Fillhart, as to an undivided 1/6 thereof; Charles Curty, as to an undivided 1/6 thereof; Janet Moyle, as to an undivided 1/6 thereof; James Saunders, as to an undivided 1/6 thereof; Miriam Pearce, as to an undivided 1/18 thereof; Jackie Pastori, as to an undivided 1/18 thereof; and Deborah Pearce, as to an undivided 1/18 of, the following described real property in the County of Riverside, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

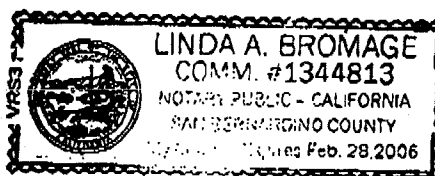
Dated: 12-2-04

Betty Myers  
BETTY MYERS, Trustee of Trust B created  
Under the James Curty and Myrtle W. Curty  
Trust Agreement 7/13/88

STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO )SS:

On 12-2-2004, before me,  
Linda A. Bromage, a Notary Public,  
personally appeared Betty Myers, personally known to me (or 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 by her signature on the instrument the person, or the  
entity upon behalf of which the person acted, executed the instrument.  
WITNESS my hand and official seal.

Linda A. Bromage  
NOTARY PUBLIC



DOC # 2005-0901842

10/31/2005 08:00A Fee: 10.00

Page 1 of 2

Recorded in Official Records  
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED TO:

Betty Myers  
1228 Nancy Court  
Upland, CA 91786



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		2				✓		
A	R	L				COPY	LONG	REFUND	NCHG EXAM

GRANT DEED

10'

APN: 811-141-011



DOCUMENTARY TRANSFER TAX IS \$ 0. Transfer Beneficiaries of Decedent's Trust  
 \_COMPUTED ON FULL VALUE OF PROPERTY CONVEYED. OR  
 \_COMPUTED ON FULL VALUE LESS VALUE OF LIENS OR ENCUMBRANCES REMAINING AT THE TIME OF SALE.  
 \_UNINCORPORATED AREA: \_CITY OF \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, Receipt Of Which Is Hereby Acknowledged, Betty Myers, successor Trustec of Trust A created under the James Curty and Myrtle W. Curty Trust Agreement dated 7/13/88, hereby GRANTS to Betty Myers and Vicki Denise Allen, each as to an undivided one-half (1/2) thereof the following described real property in the County of Riverside, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

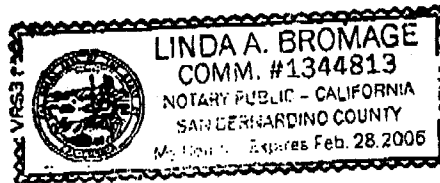
Dated: 12-2-04

Betty Myers  
 BETTY MYERS, Trustee of Trust A created  
 Under the James Curty and Myrtle W. Curty  
 Trust Agreement 7/13/88

STATE OF CALIFORNIA )  
 COUNTY OF SAN BERNARDINO )SS:

On 12-2 2004, before me,  
Linda A. Bromage, a Notary Public,  
 personally appeared Betty Myers, personally known to me (or 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 by her signature on the instrument the person, or the  
 entity upon behalf of which the person acted, executed the instrument.  
 WITNESS my hand and official seal.

Linda A. Bromage  
 NOTARY PUBLIC





**Taylor, Desiree**

**From:** Taylor, Desiree  
**Sent:** Wednesday, July 30, 2008 3:52 PM  
**To:** 'thetwojs@aol.com'  
**Subject:** Excess Proceeds TC176 Item475

**Jackie Saunders,**

**I am going to need the following documentation to complete your claims.**

- 1. The Trust Agreement dated July 13, 1988 for James and Myrtle Curty**
- 2. Certified death certificate of James Curty**
- 3. Certified death certificate of Myrtle Curty**

**The deadline for these documents is September 2, 2008.**

**Thank you,**

***Desiree D. Taylor***

County of Riverside Treasurer-Tax Collector  
Tax Enforcement Unit  
951-955-3842 (phone)  
951-955-3990 (fax)  
Mail Stop #1110  
[ddtaylor@co.riverside.ca.us](mailto:ddtaylor@co.riverside.ca.us)  
<http://www.countytreasurer.org>

Subj: **Excess Proceeds TC176 Item 475**  
Date: 7/30/2008 3:52:12 P.M. Pacific Daylight Time  
From: DDTaylor@co.riverside.ca.us  
To: thetwojs@aol.com



**Jackie Saunders,**

**I am going to need the following documentation to complete your claims.**

- 1. The Trust Agreement dated July 13, 1988 for James and Myrtle Curty**
- 2. Certified death certificate of James Curty**
- 3. Certified death certificate of Myrtle Curty**

**The deadline for these documents is September 2, 2008.**

**Thank you,**

**Desiree D. Taylor**

County of Riverside Treasurer-Tax Collector

Tax Enforcement Unit

951-955-3842 (phone)

951-955-3990 (fax)

Mail Stop #1110

[ddtaylor@co.riverside.ca.us](mailto:ddtaylor@co.riverside.ca.us)

<http://www.countytreasurer.org>

*4080 Lemon  
Riverside, CA*

*JAMES SANDERS*

*Jacqueline SANDERS*

*642 EAGLECREST DR  
HUNTINGTON BEACH, CA. 92648*

*714-321-5431*

**CERTIFICATION OF VITAL RECORD**

# COUNTY of SAN BERNARDINO

DEPARTMENT OF PUBLIC HEALTH

351 MT. VIEW AVENUE, SAN BERNARDINO, CALIFORNIA 92415-0010

**CERTIFICATE OF DEATH**

STATE OF CALIFORNIA  
USE BLACK INK ONLY/NO ERASURES, WHITEOUTS OR ALTERATIONS  
FD-11 (REV. 7/83)

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER			
1. NAME OF DECEDENT—FIRST (GIVEN) <b>James</b>		2. MIDDLE <b>Oliver</b>		3. LAST (FAMILY) <b>Curty</b>	
4. DATE OF BIRTH M/M/DD/CCYY <b>10/19/1902</b>		5. AGE YRS. <b>93</b>		6. SEX <b>M</b>	
7. DATE OF DEATH M/M/DD/CCYY <b>09/18/1996</b>		8. HOUR <b>2330</b>			
9. STATE OF BIRTH <b>CA</b>		10. SOCIAL SECURITY NO. [REDACTED]		11. MILITARY SERVICE <b>19 TO 19 NONE</b>	
12. MARITAL STATUS <b>Married</b>		13. EDUCATION—YEARS COMPLETED <b>12</b>			
14. RACE <b>White</b>		15. HISPANIC—SPECIFY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16. USUAL EMPLOYER <b>Resort Hobart</b>	
17. OCCUPATION <b>Rancher</b>		18. KIND OF BUSINESS <b>citrus ranching</b>		19. YEARS IN OCCUPATION <b>70</b>	
20. RESIDENCE—STREET AND NUMBER OR LOCATION <b>1234 S. Euclid Ave.</b>					
21. CITY <b>Ontario</b>		22. COUNTY <b>San Bernardino</b>		23. ZIP CODE <b>91762</b>	
24. YRS IN COUNTY <b>80</b>		25. STATE OR FOREIGN COUNTRY <b>CA</b>			
26. NAME RELATIONSHIP <b>Myrtle W. Curty, wife</b>					
27. MAILING ADDRESS (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP) <b>1234 S. Euclid Ave. Ontario CA 91762</b>					
28. NAME OF SURVIVING SPOUSE—FIRST <b>Myrtle</b>		29. MIDDLE <b>-</b>		30. LAST (MAIDEN NAME) <b>Wynn</b>	
31. NAME OF FATHER—FIRST <b>Charles</b>		32. MIDDLE <b>David</b>		33. LAST <b>Curty</b>	
34. BIRTH STATE <b>MO</b>		35. NAME OF MOTHER—FIRST <b>Anna</b>		36. MIDDLE <b>May</b>	
37. LAST (MAIDEN) <b>Belshe</b>		38. BIRTH STATE <b>MO</b>			
39. DATE M/M/DD/CCYY <b>09/27/1996</b>		40. PLACE OF FINAL DISPOSITION <b>Bellevue Cemetery 1240 W. G St. Ontario CA</b>			
41. TYPE OF DISPOSITION(S) <b>BU</b>		42. SIGNATURE OF EMBALMER <b>Not Embalmed</b>		43. LICENSE NO.	
44. NAME OF FUNERAL DIRECTOR <b>Draper Mortuary</b>		45. LICENSE NO. <b>FB 392</b>		46. SIGNATURE OF LOCAL REGISTRAR <i>[Signature]</i>	
47. DATE M/M/DD/CCYY <b>09/20/1996</b>		48. ADM			
101. PLACE OF DEATH <b>Christian Heritage Care Center</b>		102. IF HOSPITAL, SPECIFY ONE: <input type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> DCA <input checked="" type="checkbox"/> CONV. HOSP. <input type="checkbox"/> RES. <input type="checkbox"/> OTHER		103. FACILITY OTHER THAN HOSPITAL: <b>San Bernardino</b>	
104. STREET ADDRESS—STREET AND NUMBER OR LOCATION <b>275 Garnet Way</b>		105. CITY <b>Upland</b>			
107. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, C, AND D) <b>(A) Cardiopulmonary Arrest</b>					
108. TIME INTERVAL BETWEEN ONSET AND DEATH <b>mins.</b>		109. DEATH REPORTED TO CORONER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		110. REFERRAL NUMBER	
111. AUTOPSY PERFORMED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		112. USED IN DETERMINING CAUSE <input type="checkbox"/> YES <input type="checkbox"/> NO			
113. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 107 <b>dehydration</b>					
114. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 113? IF YES, LIST TYPE OF OPERATION AND DATE. <b>NO</b>					
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSE(S) STATED. <b>09/04/1996</b>		115. SIGNATURE AND TITLE OF CERTIFIER <i>[Signature]</i>		116. LICENSE NO. <b>20A6259</b>	
117. DATE M/M/DD/CCYY <b>09/18/1996</b>		118. TYPE ATTENDING PHYSICIAN'S NAME MAILING ADDRESS + ZIP <b>James Lally DO 3233 Grand Ave. Ste.H Chino Hills CA 91709</b>			
119. MANNER OF DEATH <input checked="" type="checkbox"/> NATURAL <input type="checkbox"/> SUICIDE <input type="checkbox"/> HOMICIDE <input type="checkbox"/> ACCIDENT <input type="checkbox"/> PENDING INVESTIGATION <input type="checkbox"/> COULD NOT BE DETERMINED		120. INJURY AT WORK <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		121. INJURY DATE M/M/DD/CCYY	
122. HOUR		123. PLACE OF INJURY			
124. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)					
125. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)					
126. SIGNATURE OF CORONER OR DEPUTY CORONER		127. DATE M/M/DD/CCYY		128. TYPED NAME, TITLE OF CORONER OR DEPUTY CORONER	
STATE REGISTRAR <b>A 20924</b>		FAX AUTH. # <b>2141768</b>		CENSUS TRACT <b>01701</b>	

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STATE OF CALIFORNIA }  
COUNTY OF SAN BERNARDINO } SS

DATE ISSUED SEP 24 1996

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, SAN BERNARDINO DEPARTMENT OF PUBLIC HEALTH.

*[Signature]*  
THOMAS J. PRENDERGAST, M.D.  
COUNTY HEALTH OFFICER  
REGISTRAR OF VITAL STATISTICS

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[REDACTED]

**STATE OF CALIFORNIA**  
**CERTIFICATION OF VITAL RECORD**

**COUNTY of SAN BERNARDINO**  
 DEPARTMENT OF PUBLIC HEALTH  
 351 MT. VIEW AVENUE, SAN BERNARDINO, CALIFORNIA 92415-0010

**CERTIFICATE OF DEATH**

STATE FILE NUMBER		USE BLACK INK ONLY (NO ERASURES, WHITEOUTS OR ALTERATIONS)				LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT—FIRST (GIVEN) MYRTLE		2. MIDDLE W.		3. LAST (FAMILY) CURTY			
4. DATE OF BIRTH M/M/DD/CYY 08/14/1901		5. AGE YRS. 101		6. SEX F		7. DATE OF DEATH M/M/DD/CYY 12/12/2002	
8. HOUR 2330		9. STATE OF BIRTH OKLAHOMA		10. SOCIAL SECURITY NO.		11. MILITARY SERVICE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
12. MARITAL STATUS WIDOWED		13. EDUCATION—YEARS COMPLETED 8		14. RACE WHITE		15. HISPANIC—SPECIFY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
16. USUAL EMPLOYER BROOKSIDE WINERY		17. OCCUPATION BOTTLER		18. KIND OF BUSINESS WINE PRODUCTION		19. YEARS IN OCCUPATION 15	
20. RESIDENCE—(STREET AND NUMBER OR LOCATION) 1228 NANCY CT.							
21. CITY UPLAND		22. COUNTY SAN BERNARDINO		23. ZIP CODE 91786		24. YRS IN COUNTY 55	
25. STATE OR FOREIGN COUNTRY CALIFORNIA		26. NAME, RELATIONSHIP BETTY MYERS - DAUGHTER					
27. MAILING ADDRESS (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP) 1228 NANCY CT., UPLAND, CA 91786						28. NAME OF SURVIVING SPOUSE—FIRST	
29. MIDDLE		30. LAST (MAIDEN NAME)		31. NAME OF FATHER—FIRST WILLIAM		32. MIDDLE	
33. LAST WYNN		34. BIRTH STATE AL		35. NAME OF MOTHER—FIRST ANNE		36. MIDDLE	
37. LAST (MAIDEN) COOK		38. BIRTH STATE AR		39. DATE M/M/DD/CYY 12/23/2002		40. PLACE OF FINAL DISPOSITION BELLEVUE MEMORIAL PARK, 1240 W. "G" ST., ONTARIO, CA 91762	
41. TYPE OF DISPOSITION(S) BURIAL		42. SIGNATURE OF EMBALMER NOT EMBALMED				43. LICENSE NO.	
44. NAME OF FUNERAL DIRECTOR DRAPER MORTUARY		45. LICENSE NO. FD392		46. SIGNATURE OF LOCAL REGISTRAR		47. DATE M/M/DD/CYY 12/17/2002	
101. PLACE OF DEATH UPLAND REHAB. & CARE CENTER		102. IF HOSPITAL, SPECIFY ONE: <input type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> DOA		103. FACILITY OTHER THAN HOSPITAL: <input checked="" type="checkbox"/> CONV. HOSP. <input type="checkbox"/> RES. CARE <input type="checkbox"/> OTHER		104. COUNTY SAN BERNARDINO	
105. STREET ADDRESS—(STREET AND NUMBER OR LOCATION) 1221 E. ARROW HWY.		106. CITY UPLAND		107. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, C, AND D)			
IMMEDIATE CAUSE (A) HYPOTENSION		TIME INTERVAL BETWEEN ONSET AND DEATH DAY		108. DEATH REPORTED TO CORONER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO REFERRAL NUMBER 02-8418 GM			
DUE TO (B) ASPIRATION PNEUMONIA		2 DAYS		109. BIOPSY PERFORMED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
DUE TO (C) DEMENTIA - ALZHEIMER'S		MONTHS		110. AUTOPSY PERFORMED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
DUE TO (D) CVA		MONTHS		111. USED IN DETERMINING CAUSE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 107 RAYNAUD'S DISEASE							
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? IF YES, LIST TYPE OF OPERATION AND DATE. NO							
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED. DECEDENT ATTENDED SINCE M/M/DD/CYY 11/18/2002		115. SIGNATURE AND TITLE OF CERTIFIER Ghassan Hadi		116. LICENSE NO. A052261		117. DATE M/M/DD/CYY 12/17/2002	
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP GHASSAN HADI, MD 1060 E. FOOTHILL BLVD. STE. 103, UPLAND, CA 91786		119. MANNER OF DEATH <input type="checkbox"/> NATURAL <input type="checkbox"/> SUICIDE <input type="checkbox"/> HOMICIDE <input type="checkbox"/> ACCIDENT <input type="checkbox"/> PENDING INVESTIGATION <input type="checkbox"/> COULD NOT BE DETERMINED					
120. INJURY AT WORK <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		121. INJURY DATE M/M/DD/CYY		122. HOUR		123. PLACE OF INJURY	
124. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)							
125. LOCATION (STREET AND NUMBER OR LOCATION AND CITY, ZIP)				126. SIGNATURE OF CORONER OR DEPUTY CORONER			
127. DATE M/M/DD/CYY		128. TYPED NAME, TITLE OF CORONER OR DEPUTY CORONER		129. STATE REGISTRAR A 3-12-24			
B		C		D		E	
F		G		H		FAX AUTH. # 6492891	
CENSUS TRACT							

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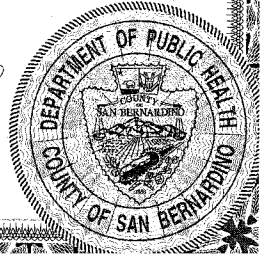
STATE OF CALIFORNIA }  
 COUNTY OF SAN BERNARDINO } SS

DATE ISSUED 12/26/2002

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, SAN BERNARDINO DEPARTMENT OF PUBLIC HEALTH.

*Thomas J. Prendergast, M.D.*  
 THOMAS J. PRENDERGAST, M.D.  
 COUNTY HEALTH OFFICER  
 REGISTRAR OF VITAL STATISTICS

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1

REVOCABLE TRUST AGREEMENT

This Trust Agreement is entered into this 13 day of JULY, 1988, by and between JAMES CURTY and MYRTLE W. CURTY, husband and wife, as Trustors, and JAMES CURTY and MYRTLE W. CURTY, as Trustee.

ARTICLE I  
TRUST PROPERTY

The Trustors have transferred and delivered or will transfer and deliver to the Trustee, without consideration, the property described in Schedule A attached hereto. Additional property, real or personal, or any interest therein, acceptable to the Trustee, may be transferred to this Trust by the Trustors or any other person. The Trustee agrees to hold, manage and distribute the property described in Schedule A, the proceeds of any life insurance policies, and all other property hereafter received, as hereinafter provided.

ARTICLE II  
CHARACTER OF PROPERTY

The Trustors intend that all community property transferred to this Trust and the proceeds thereof (the "community estate") shall continue to retain its character as community property of the Trustors during their lifetimes. Similarly, Trustors intend that all

separate property of either Trustor and the proceeds thereof (the "separate estate") shall retain its character as such property during the joint lifetimes of the Trustors.

ARTICLE III  
PROVISIONS RELATING TO POLICIES OF LIFE INSURANCE

3.01 Trustee's Duties: With respect to life insurance policies not owned by the Trustee, the Trustee shall be under no duty to pay premiums, assessments or any other charge upon any of said policies, to keep itself informed with respect to the payment thereof or to take any other action to keep such policies in force. If any such policies are delivered to the Trustee, the Trustee shall hold such policies subject to the written order of the Trustors, or either of them, without obligation during the lifetime of the insured Trustor other than the safekeeping of such policies.

3.02 Rights Reserved by Trustors: Until the death of the insured, the Trustors, jointly or separately, in accordance with their respective rights apart from this Trust Agreement shall have all the rights of ownership in the life insurance policies made payable to the Trustee, including, but not limited to, the right to sell, assign or hypothecate any of said policies; to change the beneficiary under and to exercise any option or privilege granted by any of said policies, to borrow any sum in accordance with the provisions of any such policies, and to receive all payments, dividends, surrender values, benefits or privileges of any kind which may



accrue on account of such policies during the lifetime of the insured Trustor, without the consent or approval of the Trustee.

3.03 Policies Owned by Trustee: With respect to any policies owned by the Trustee, the Trustee may pay premiums, assessments or any other charge upon any such policies in order to keep them in force, and shall have all the rights of ownership in such policies.

3.04 Collection of Proceeds: Upon receipt by the Trustee of actual notice of the death of the insured Trustor, the Trustee shall collect all sums payable to the Trustee as beneficiary with respect to life insurance policies. The Trustee shall be under no duty to seek reimbursement from any source for any deduction from or charge against the proceeds of any such policy on account of any indebtedness secured by such policy. The Trustee shall have the power to execute and deliver receipts and other instruments, to compromise, arbitrate or otherwise adjust any claims arising out of any such policies, and to take such action as may in its discretion be necessary and proper for collection of any such insurance proceeds. The expenses of collection shall be payable out of the trust estate. However, the Trustee shall not be obliged to take any action for collection unless and until it shall have been indemnified to its satisfaction against any loss, liability or expense, including reasonable attorney's fees.

3.05 Receipt of Trustee: The receipt of the Trustee to the insurer shall be a full discharge and the insurer is not required to see to the application of the proceeds.

ARTICLE IV  
POWER TO AMEND AND REVOKE

4.01 During Lifetime of Trustors: During the lifetime of both Trustors, the community estate may be revoked in whole or in part by either Trustor, and any separate estate may be revoked in whole or in part by the Trustor who created it. The power of revocation shall be exercised by written notice delivered by the revoking Trustor to the other Trustor and to the Trustee. In the event of such revocation, the revoked portion of the community estate shall be transferred to both Trustors as their community property, and the separate estate shall be transferred to the Trustor creating it and shall constitute his separate property as if the Trust had not been created. The Trustors also reserve the right to amend this Trust in whole or in part at any time during the lifetime of both Trustors by an instrument in writing signed by both Trustors. Anything herein to the contrary notwithstanding, neither Trustor may amend or revoke this Trust so as to affect life insurance policies or the proceeds from life insurance policies on the life of said Trustor when such policies are owned by the Trustor.

4.02 After Death of One Trustor: From and after the death of the first Trustor to die, the surviving Trustor shall have the power to amend or revoke Trust A (as hereinafter described) in whole or in part by an instrument in writing delivered to the Trustee, but Trust B (as hereinafter described) may not be amended or revoked by any person. From and after the death of the surviving Trustor, Trust A may not be amended or revoked by any person.

4.03 Effect: Any amendment or revocation shall take effect when and if the required writing is received by the Trustee, but any such amendment or revocation shall not affect any lawful act of the Trustee prior to receipt by the Trustee of the required writing. Notwithstanding the foregoing, the Trustee shall not be obliged to act under any amendment unless it accepts the same in writing.

ARTICLE V  
DISTRIBUTION OF INCOME AND PRINCIPAL

5.01 DURING THE JOINT LIFETIMES OF TRUSTORS:

5.011 Income: So long as both Trustors are living, the Trustee shall pay to the Trustors, or whichever of the Trustors who shall then have the management and control of the community property of the Trustors, or shall apply for their benefit, the entire net income of the community estate, and shall pay to or apply for the benefit of each Trustor the entire net income from his or her respective separate estate.

5.012 Withdrawal of Principal: At the written request of the Trustors or whichever of the Trustors who shall then have the management and control of the community property, the Trustee shall pay to the Trustors as community property as much of the principal of the community estate as shall be so requested. At the written request of the Trustor who transferred the separate estate to the Trust, the Trustee shall pay to him or her so much of the principal of the separate estate established by such Trustor as he or she shall request.

5.013 Invasion of Principal: If at any time either Trustor shall be incompetent or shall for any other reason be unable to act on his or her own behalf, the Trustee may in its absolute discretion pay to or apply for the benefit of the Trustor such amounts of the principal of the trust estate, up to the whole of the community estate and the separate estate of such Trustor, as the Trustee may from time to time deem necessary or advisable for his or her use and benefit. However, the Trustee shall not make payments from the community estate without first obtaining the written approval of the Trustor not so disabled.

5.02 UPON THE DEATH OF ONE TRUSTOR SURVIVED BY THE OTHER TRUSTOR:

5.021 Payment of Debts, Funeral Expenses, Taxes: Upon the death of the first Trustor to die, the Trustee, in its sole discretion, may pay out of the trust estate, to the extent that the Trustee determines they are not provided for by the probate estate of the deceased Trustor or by the surviving Trustor, the last illness and funeral expenses of the deceased Trustor, attorney's fees and other costs incurred in administering said Trustor's probate estate, and any estate or inheritance taxes (including interest and penalties thereon) and other costs arising by reason of said Trustor's death. The Trustee may make such payments to the executor or administrator of the deceased Trustor's estate. All estate and inheritance taxes payable by reason of the death of the first Trustor shall be charged to Trust B as that trust is hereafter described.

5.022 Division into Two (2) Trusts: Upon the death of either Trustor, survived by the other Trustor, the Trustee shall divide the trust estate (including any additions made by the Will of the deceased Trustor or by any life insurance proceeds, or otherwise) into two (2) equal shares, designated "Trust A" and "Trust B", each of which shall constitute and be held, administered and distributed by the Trustee in a separate trust.

(a) Whenever the Trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on the death of the first Trustor to die, the Trustee may, in the Trustee's discretion, defer that distribution or division until six (6) months after the death of the deceased Trustor. When the Trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this instrument in the absence of this paragraph, and all rights given to the beneficiaries of those trust assets under other provisions of this instrument shall be deemed to have accrued and vested as of that prescribed time.

(b) All state inheritance taxes and Unclaimed Administration Expenses attributable in whole or in part to Trust A shall be paid from Trust B (regardless of any other provision either in this instrument or by applicable law allocating administration expenses or taxes). The term "Unclaimed Administration Expenses" means administration expenses described in I.R.C. Sections 2053(a)(2) and 2053(b) which are eligible for deduction on the federal estate

tax return but which are not deducted then because they are claimed as income tax deductions.

(c) The Trustee shall satisfy the amount so determined in cash or in kind, or partly in each. Assets allocated in kind shall be deemed to satisfy these amounts on the basis of their net fair market values as finally determined for federal estate tax purposes.

5.023 Election by Surviving Trustor: In the event the surviving Trustor shall elect to take his or her community property share as he or she may do as provided by law against the deceased Trustor's Will, this Trust or any policy of life insurance payable to this Trust, the assets remaining in Trust A and Trust B shall nevertheless be held, administered and distributed pursuant to all of the provisions of this Trust Agreement.

5.03 DISTRIBUTION OF INCOME AND PRINCIPAL OF TRUST A

5.04 DISTRIBUTION OF INCOME AND PRINCIPAL OF TRUST B IF TRUSTOR-WIFE IS THE SURVIVING TRUSTOR:

5.041 During the lifetime of the surviving Trustor, the Trustee shall pay to or apply for the benefit of the surviving Trustor, in monthly or other convenient installments, not less frequently than annually, the entire net income of Trust B.

5.042 If the Trustee deems such payments to be insufficient Trustee shall, from time to time, pay to or apply for the benefit of the surviving Trustor such sums out of principal of

Trust B, after Trust A has been exhausted, or before Trust A is exhausted if for any reason the Trustee shall deem this advisable, as the Trustee in the Trustee's discretion deems necessary for the Trustor's proper support, health and maintenance. In making any payments of principal to or for the beneficiary under this subparagraph, the Trustee shall take into consideration, to the extent the Trustee deems advisable, any income or other resources of that beneficiary, outside these trusts, known to the Trustee. In exercising these discretionary powers to invade principal, the Trustee shall consider as the primary interest the welfare of the surviving Trustor, and the interests of others in the trust are to be subordinate to hers.

5.043 Upon the death of the surviving Trustor, the Trustee may, in its discretion, pay out of principal of Trust B the surviving Trustor's last illness and funeral expenses, attorney's fees and other costs of probate, debts of said Trustor and estate and inheritance taxes arising by reason of the surviving Trustor's death, but only to the extent they are not paid under the provisions of 5.032(b) above, or otherwise.

5.044 The Trustee shall distribute the balance of Trust B to the then living heirs at law of Trustor-husband, their identities and respective shares to be determined according to the laws of the State of California then in effect relating to the succession of separate property not acquired from a parent, grandparent or previously deceased spouse, and as though the death of Trustor-husband had then occurred.



5.05 DISTRIBUTION OF INCOME AND PRINCIPAL OF TRUST B IF TRUSTOR-HUSBAND IS THE SURVIVING TRUSTOR:

5.051 The Trustee shall forthwith distribute the undistributed balance of Trust B as follows:

(a) One-half (1/2) thereof to BETTY MYERS if she is then living, and if she is not, to VICKI DENISE ALLEN if she is then living, and if she is not, to the then living children of VICKI DENISE ALLEN, in equal shares.

(b) One-half (1/2) thereof to VICKI DENISE ALLEN if she is then living, and if she is not, to BETTY MYERS if she is then living, and if she is not, to the then living children of VICKI DENISE ALLEN, in equal shares.

5.06 IN THE EVENT OF SIMULTANEOUS DEATH OF TRUSTORS: In the event the Trustors die simultaneously or under such circumstances as to render it difficult or impossible to determine who predeceased the other, the Trustee may, in its discretion, pay out of the trust estate, to the extent that the Trustee determines they are not otherwise provided for, the debts, last illness and funeral expenses of the deceased Trustors, or either of them, fees and other costs incurred in administering the probate estate of either or both Trustors and any estate or inheritance taxes (including interest and penalties thereon) and other costs arising by reason of the death of either or both Trustors; provided, however, that any estate or inheritance taxes payable by reason of the death of either Trustor attributable to his or her interest in this Trust shall be paid only

from such Trustor's one-half (1/2) share of the community estate and his or her separate estate.

The Trustee shall distribute the balance of the trust estate in accordance with of Paragraph 5.044 and Paragraph 5.051 above.

#### ARTICLE VI POWERS OF TRUSTEE

To carry out the purposes of any trust created under this instrument and subject to any additions or limitations stated elsewhere in this Trust Agreement, the Trustee is vested with the following powers with respect to the trust estate and any part of it, in addition to those powers now or hereafter conferred by law. The enumeration of certain powers of the Trustee shall not limit its general powers, and the Trustee, subject always to the discharge of its fiduciary obligations, is vested with and shall have all the rights, powers and privileges which an absolute owner of the same property would have.

6.01 Power to Retain Property: To continue to hold any property, including shares of the Trustee's own stock, that the Trustee receives or acquires under the Trust as long as the Trustee deems advisable; provided, however, that unproductive or underproductive property shall not be held as an asset of Trust A for more than a reasonable time during the lifetime of the surviving Trustor without his or her consent.

6.02 Power to Operate Business: To continue or participate any business or other enterprise at the risk of the trust estate and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.

6.03 Power of Sale, Exchange, Repair, etc.: To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, subdivide, improve and repair Trust property; and to create restrictions, easements and other servitudes, with or without consideration.

6.04 Power to Lease: To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil and other minerals; to enter into community oil leases, pooling and unitization agreements.

6.05 Power to Borrow: To borrow money, and to encumber or hypothecate Trust property by mortgage, deed of trust, pledge or otherwise, for the debts of the Trust or the joint debts of the Trust and a co-owner of the property in which the Trust has an interest, or for the Trustors' debts, and to guarantee the Trustors' debts.

6.06 Power to Insure: To carry, at the expense of the Trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee personally against any hazard.

6.07 Investment Powers: To invest and reinvest all or any part of the trust estate in any common or preferred stocks, shares of investment trusts and investment companies, bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate or other property selected by the Trustee in the Trustee's discretion.

The Trustee is also authorized to buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee.

The Trustee may continue to hold in the form in which received (or the form to which changed by reorganization, split-up, stock dividend or other like occurrence) any securities or other property the Trustee may at any time acquire under this Trust, it being the Trustors' express desire and intention that the Trustee shall have full power to invest and reinvest the trust funds in the manner that, under the circumstances then prevailing (specifically including but not limited to the general economic conditions and the anticipated needs of the Trust and its beneficiaries), persons of skill, prudence and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the goals of the Trustor under this instrument, without being restricted to forms of investment that the Trustee may otherwise be permitted to make by law; and to consider individual investments as part of an overall investment strategy; and the investments need not be diversified.

The provisions of this Paragraph 6.07 are subject to the further provision that the aggregate return of all investments of Trust A from time to time shall be reasonable in light of then existing circumstances.

6.08 Power to Retain or Purchase Unproductive Property: To retain, purchase or otherwise acquire unproductive property; except in Trust A.

6.09 Power to Initiate or Defend Litigation and to Compromise: To initiate or defend, at the expense of the Trust, any litigation relating to the Trust or any property of the trust estate the Trustee considers advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the Trust.

6.10 Power to Manage Securities: With respect to securities held in the Trust, to have all the rights, powers and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.

6.11 Power to Hold Property in Nominee: In the case of a corporate Trustee, to hold securities or other property in the Trustee's own name or in a nominee's name, or to hold securities unregistered in such condition that ownership will pass by delivery.

6.12 Power to Advance Funds: To loan or advance the Trustee's funds to the Trust for any trust purpose, such advances with interest at then current rates to constitute a first lien upon the entire trust estate and to be repaid out of principal or income.

6.13 Power to Lend: To lend money to any person, provided any such loan shall be adequately secured and shall bear a reasonable rate of interest.

6.14 Determination of Principal and Income: Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Principal and Income Law from time to time existing. Any such matter not provided for either in this Trust Agreement or in the California Revised Principal and Income Law shall be determined by the Trustee in its discretion.

6.15 Division and Distribution in Kind: In any case in which the Trustee is required, pursuant to the provisions of the Trust, to divide any Trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's absolute discretion, to make the division and distribution in kind, including undivided interests in any property, or partly in

kind and partly in money, and for this purpose to make such sales of the trust property as the Trustee may deem necessary on such terms and conditions as the Trustee shall see fit.

6.16 Transactions with Estates of Trustors: If the Trustee deems it necessary or advisable for the protection of the estate of the Trustors, or in the best interest of such estates or this Trust and the beneficiaries thereof, the Trustee, its sole and absolute discretion, may with trust funds purchase any securities or other property at a fair value from the legal representatives of such estates and retain such property as part of the trust estate, and make secured or unsecured loans of trust funds, at the then current rate of interest to such legal representatives, without any liability for loss resulting to the trust estate by reason of any such purchase or loan.

6.17 Transactions Between Trusts: The Trustee may loan or advance money, at the current rate of interest, from any trust hereunder to any other trust hereunder and may sell and purchase assets between the trusts hereunder, in the Trustee's discretion, subject always to the requirement that such transactions be for fair and adequate consideration.

6.18 Power to Adjust for Tax Consequences: The Trustee shall have the power in the Trustee's absolute discretion to take any action and to make any election to minimize the tax liabilities of this Trust and its beneficiaries, and shall allocate the benefits among the various beneficiaries, and shall make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequence of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

6.19 Limitation of Powers Over Community Property: It is the Trustors' intention that the Trustee shall have no more extensive power over any community property transferred to the Trust than either of the Trustors would have had under California Civil Code Sections 5125 and 5127 (or any similar provisions of the California Civil Code relating to the powers of the respective spouse over the management and control of community property from time to time existing), had this Trust not been created, and this instrument shall be so interpreted to achieve this intention. This limitation shall terminate on the death of either Trustor.

6.20 Release of Powers: Each Trustee shall have the power to release or to restrict the scope of any power that the Trustee may hold in connection with any trust created under this instrument, whether the power is expressly granted in this instrument or implied by law. The Trustee shall exercise this power in a written instrument specifying the powers to be released or restricted and the nature of any restriction.

ARTICLE VII  
MISCELLANEOUS PROVISIONS

The following additional provisions shall apply to the trusts created hereunder:

7.01 Spendthrift Provision: No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned or encumbered, or subject to any creditor's claim or to legal process, prior to its actual receipt by the beneficiary.

7.02 No Physical Division of Trust Property Required: There need be no physical segregation or division of the various trusts except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

7.03 Income Accrued or Undistributed: Income accrued or unpaid on trust property when received into the Trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any trust created hereunder shall go to the next beneficiaries of the trust in proportion to their interests in the trust. The Trustee shall not be required to prorate taxes and other current expenses to the date of distribution.

7.04 Notice of Events Affecting Interests: Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust, the Trustee shall not be liable to any beneficiary of this Trust for distribution made as though such event had not occurred.

7.05 Accounting: Any and all accountings shall be made, annually or at other reasonable intervals as determined by the Trustee, to the beneficiaries of the Trust or to their legal guardians or any conservators or to the parents or guardians of any minor beneficiaries. Unless one or more of the beneficiaries (or parent, guardian or conservator) shall deliver a written objection to the Trustee within ninety days (90) of receipt of the Trustee's account, the account shall be deemed settled, and shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries to the trust, including unborn and unascertained beneficiaries. After settlement of the account by reason of the expiration of the 90-day period referred above, or by agreement of the parties, the Trustee shall no longer be liable to any beneficiary of the trust, including unborn and unascertained beneficiaries, in respect to transactions disclosed in the account, except for the Trustee's intentional wrongdoing or fraud.

7.06 Construction and Purpose: The primary purpose of this Trust Agreement is to provide for the income beneficiary or beneficiaries, and the rights and interests of remaindermen are subordinate to that purpose. The provisions of this Agreement shall be construed liberally in the interest of and for the benefit of the income beneficiary or beneficiaries.

7.07 No Exercise of Powers Inconsistent with Allowance of Marital Deduction: It is the Trustors' intention to have Trust A qualify for the marital deduction under Internal Revenue Code Section 2056 and the regulations pertaining to that section or any corres-

ponding or substitute provisions applicable to the trust estate. In no event shall the Trustee take any action or have any power that will impair the marital deduction, and all provisions regarding the marital trust shall be interpreted to conform to this primary objective.

7.08 Severability: If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

7.09 Number and Gender; Headings: As used in this instrument, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. The headings in this instrument are inserted for convenience of reference and are not to be considered in construction hereof.

7.10 Authority of Trustee: No person paying money or delivering any property to the Trustee need see to its application.

7.11 Reservation of Use and Occupancy of Home: If at any time the trust estate shall contain any improved real property actually used or suitable for occupancy as a residence, or any interest therein, the Trustors or the survivor of them shall have the right to reside on such property as long as they may desire to do so, free of rent. The Trustee shall pay the property taxes, assessments, liens, insurance, repairs and other charges or amounts necessary for the general upkeep and reasonable improvement of the property out of principal or income of the trust estate containing such home as the Trustee in its discretion shall determine. The Trustee in the



Trustee's discretion may sell said property and replace it or rent or lease another residence suitable for the Trustors or surviving Trustor as the Trustee deems appropriate.

ARTICLE VIII  
SUCCESSOR TRUSTEE; RESIGNATION OF TRUSTEE

8.01 Successor Trustees: If either JAMES CURTY or MYRTLE W. CURTY shall for any reason cease to act as co-Trustee, the other of them shall be the sole Trustee. If both JAMES CURTY and MYRTLE W. CURTY shall for any reason cease to act as Trustee, the following, in the order indicated, are nominated as successor sole Trustees:

- (a) BETTY MYERS
- (b) VICKI DENISE ALLEN

8.02 Resignation and Appointment of Successor: Any Trustee may resign at any time upon giving written notice, by certified mail to the last known address of the addressee, thirty (30) days before such resignation shall take effect, to the Trustors, or the survivor of them or, after the death of both Trustors, to all adult beneficiaries and to the guardians, conservators or other fiduciaries of the persons or property of any minor or incompetent beneficiaries who may then be entitled or authorized, in the Trustee's discretion to receive payments of income hereunder. If no successor Trustee is herein designated to act in the event of the resignation of the resigning Trustee or no successor Trustee accepts the office, a majority of those to whom such notice of resignation shall be given shall designate a successor Trustee by written notice to the resign-

ing Trustee. In the event a successor Trustee shall not be so designated, the resigning Trustee shall have the right to appoint a successor corporate Trustee, or the resigning Trustee or any such beneficiary of this Trust may secure the appointment of a successor Trustee by a court of competent jurisdiction, at the expense of the trust estate. The resigning Trustee shall transfer and deliver to the successor Trustee the then entire trust estate and shall thereupon be discharged as Trustee of this Trust and shall have no further powers, discretions, rights, obligations or duties with regard to the trust estate and all such powers, discretions, rights, obligations and duties of the resigning Trustee shall inure to and be binding upon such successor Trustee.

8.03 No Liability for Acts of Prior Trustee: No successor Trustee, whether or not specifically named herein, shall have any responsibility for the acts or omissions of any prior Trustee and no duty to audit or investigate the accounts or administration of any such Trustee.

ARTICLE IX  
TRUSTEE'S FEES

For its services as Trustee, the Trustee shall receive reasonable compensation.

///


///

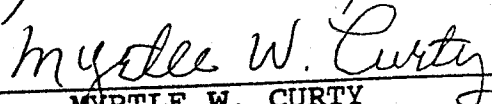
///

ARTICLE X  
GOVERNING LAW

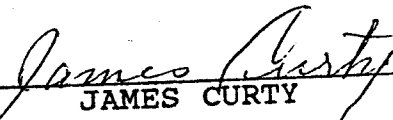
This Trust has been accepted by the Trustee in the State of California, and its validity, construction and all rights thereunder shall be governed by the laws of that State.

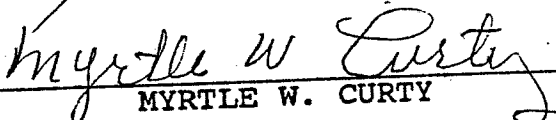
Executed as of the day and year first above written.

  
\_\_\_\_\_  
JAMES CURTY

  
\_\_\_\_\_  
MYRTLE W. CURTY

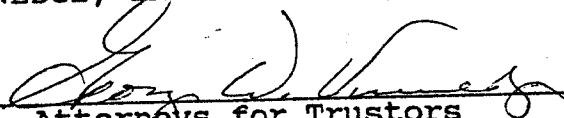
TRUSTORS

  
\_\_\_\_\_  
JAMES CURTY

  
\_\_\_\_\_  
MYRTLE W. CURTY

TRUSTEE

APPROVED:  
VINNEDGE, LANCE & GLENN, INC.

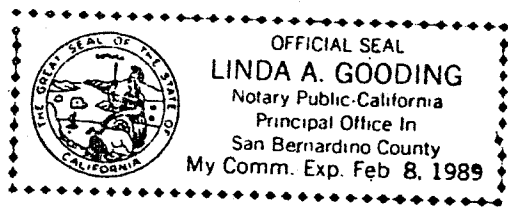
By   
\_\_\_\_\_  
Attorneys for Trustors

STATE OF CALIFORNIA            )  
  ): ss.  
COUNTY OF SAN BERNARDINO )

On July 13, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES CURTY and MYRTLE W. CURTY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Linda A. Gooding  
Notary Public



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the back so that we can return the card to you.
- Attach this card to the back of the envelope or on the front if space permits.

1. Article Addressed to:

EP176 Item475  
 Betty Myers  
 1228 Nancy Court  
 Upland, CA 9186-2505

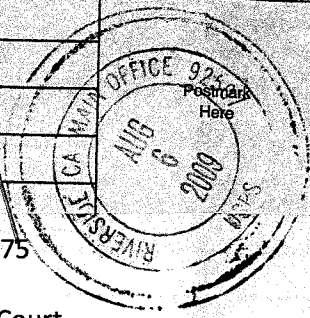
2. Article Number  
 (Transfer from service label)

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$  
 Certified Fee  
 Return Receipt Fee (Endorsement Required)  
 Restricted Delivery Fee (Endorsement Required)  
 Total Postage & Fees \$



Sent To EP176 Item475  
 Betty Myers  
 1228 Nancy Court  
 Upland, CA 9186-2505

PS Form 3800

August 6, 2009

Betty Myers  
 1228 Nancy Court  
 Upland, CA 9186-2505

Re: Apn: 811141011-4  
 TC 176 Item 475  
 Date of Sale: March 13,

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-15

Dear Betty Myers:

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 Tax Collector in making the determination.**

- |  |   |
|--|---|
| <input type="checkbox"/> Notarized Affidavit for Collection of Personal Property under California Probate Code 13100 | <input type="checkbox"/> Copy of Marriage Certificate for   |
| <input type="checkbox"/> Notarized Statement of different/misspelled name for  | <input checked="" type="checkbox"/> <b>Original Note/Payment Book</b>                                 |
| <input type="checkbox"/> Notarized Statement Giving Rights to Collect/Claim on behalf of                             | <input checked="" type="checkbox"/> <b>Updated Statement of Monies Owed (as of dated of tax sale)</b> |
| <input type="checkbox"/> Copy of Trust/Will (Complete)   | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock)        |
| <input type="checkbox"/> Certified Death Certificate's of  | <input type="checkbox"/> Court Order Appointing Administrator   |
| <input type="checkbox"/> Copy of Birth Certificate   | <input type="checkbox"/> Deed (Quitclaim/Grant etc...)  |
|  | <input checked="" type="checkbox"/> <b>Other - Copy of the Deed of Trust</b>                          |

If you should have any questions, please contact me at the number listed below.

Sincerely,

*Desiree Taylor*

Desiree Taylor  
 Tax Enforcement Unit  
 (951) 955-3842  
 (951) 955-3990 Fax

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Paul McDonnell, Treasurer and Tax Collector

TC 176  
Item 475

Re: Claim for Excess Proceeds

TC 176 Item 475 Assessment No.: 811141011-4

Assessee: WHITEHOUSE, JAMES TR & TOZZER, PATRICIA TR & CONAHAN, THOMAS JOSEPH TR & PLANTZ, THERESA A ETAL

Situs:

Date Sold: March 13, 2006

Date Deed to Purchaser Recorded: May 3, 2006

Final Date to Submit Claim: May 3, 2007

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 20,000 + 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. 2002-772861; recorded on 12/24/02. 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.

RECEIVED  
16 AUG 31 PM 5  
RIVERSIDE COUNTY  
TREASURER/TAX COLLECTOR

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 10<sup>th</sup> day of August, 2006 at Denver, CO.  
Fiserv Trust Company Trustee PBC County, State

Donald Eddy  
Authorized Signer  
Signature of Claimant  
By: \_\_\_\_\_

Signature of Claimant

Print Name

Print Name

Street Address

Street Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

RE0046996

DOC # 2002-772861

12/24/2002 08:00A Fee:16.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

BEST BEST & KRIEGER LLP (JDW)

WHEN RECORDED RETURN TO

ARROWHEAD TRUST  
c/o JEFF CULLEN  
24 EXECUTIVE PARK, STE 125  
IRVINE, CA 92614



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
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A	R	L				COPY	LONG	REFUND	NCHG EXAM

### QUITCLAIM DEED

THE UNDERSIGNED GRANTOR DECLARES:

C  
BC

TRR-062

Documentary Transfer Tax is \$0.  
This is a transfer to correct the owner's interest in said property  
Parcel Number: 811-260-011, 811-142-005, 811-260-101, 811-260-012

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, DONALD D. EDDY, M.D., Trustee of the DONALD D. EDDY, M.D., INC. DEFINED BENEFIT PENSION PLAN, hereby REMISES, RELEASES AND FOREVER QUITCLAIMS to ARROWHEAD TRUST, Custodian FBO DONALD EDDY, M.D. IRA, its undivided 8.000000% interest in and to the following described real property in the unincorporated area of Desert City, County of Riverside, State of California:

[See legal description set forth on Exhibit "A"]

Dated: 13 December, 2002

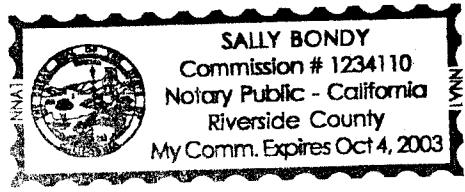
*Donald D. Eddy*  
DONALD D. EDDY, M.D., Trustee

STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE }

On December 13, 2002, before me, the undersigned notary public, personally appeared DONALD EDDY, M.D.,  personally known to me OR  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.

*Sally Bondy*  
Signature of Notary



PARCEL NO. 1:

LOTS 1 AND 2 OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT PORTION LYING IN THE COUNTY HIGHWAY, 100 FEET WIDE, AS DESIGNATED BY RESOLUTION OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS FILED FOR RECORD MARCH 27, 1945 AS INSTRUMENT NO. 2957.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION, THENCE SOUTH  $88^{\circ} 53' 30''$  WEST, ON THE SOUTH LINE OF SAID SECTION, 200 FEET; THENCE NORTH  $01^{\circ} 06' 30''$  WEST, 598.43 FEET, THENCE NORTH  $44^{\circ} 35' 35''$  WEST, 1880.40 FEET TO THE SOUTHEASTERLY LINE OF COUNTY ROAD, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 12, PAGE 81 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE SOUTH  $45^{\circ} 30'$  WEST ON THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, 350 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH  $45^{\circ} 3'$  WEST, 300 FEET; THENCE SOUTH  $44^{\circ} 06'$  EAST, 150 FEET; THENCE SOUTH  $45^{\circ} 30'$  WEST, 300 FEET; THENCE SOUTH  $44^{\circ} 06'$  EAST, 150 FEET; THENCE NORTH  $45^{\circ} 30'$  EAST, 600 FEET; THENCE NORTH  $44^{\circ} 06'$  WEST, 300 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH  $88^{\circ} 53' 30''$  WEST, ON THE SOUTH LINE OF SAID SECTION, 200 FEET; THENCE NORTH  $01^{\circ} 06' 30''$  WEST, 598.43 FEET; THENCE NORTH  $44^{\circ} 35' 35''$  WEST, 1880.40 FEET TO THE SOUTHEASTERLY LINE OF THE COUNTY ROAD, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 12, PAGE 81 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE SOUTH  $45^{\circ} 30'$  WEST ON THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, 650 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH  $45^{\circ} 30'$  EAST, 300 FEET; THENCE SOUTH  $44^{\circ} 06'$  EAST, 150 FEET; THENCE NORTH  $45^{\circ} 30'$  EAST, 300 FEET; THENCE NORTH  $44^{\circ} 06'$  WEST, 150 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST QUARTER OF SAID GOVERNMENT LOT 2, THENCE SOUTH  $01^{\circ} 19' 49''$  EAST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 1577.98 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF DESERT CENTER-RICE ROAD AS ACCEPTED BY





RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, A COPY OF SAID RESOLUTION WAS RECORDED MARCH 27, 1945 IN BOOK 665, PAGE 274, ET SEQ., OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 45° 30' 00" EAST, ALONG THE NORTHWESTERLY LINE OF SAID DESERT CENTER-RICE ROAD, 1059.17 FEET TO A POINT THAT BEARS SOUTH 43° 29' 00" EAST, FROM THE POINT OF BEGINNING; THENCE NORTH 43° 29' 00" WEST, 1151 FEET TO THE POINT OF BEGINNING.

NOTE: A.P. NOS. 811-260-002-04

811-260-010-1

811-260-011-2

811-260-012-3

PARCEL NO. 2:

LOTS 1 AND 2 OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 16 EAST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPTING THEREFROM THAT PORTION LYING IN THE COUNTY HIGHWAY, 100 FEET WIDE, AS DESIGNATED BY RESOLUTION OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS FILED FOR RECORD MARCH 27, 1945 AS INSTRUMENT NO. 2957.

ALSO EXCEPTING THEREFROM ALL URANIUM, THORIUM AND OTHER FISSIONABLE MATERIALS, ALL OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER, WHETHER SIMILAR TO THESE HEREIN SPECIFIED OR NOT, WITHIN OR UNDERLYING, OR WHICH MAY BE PRODUCED FROM THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER MATERIAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID SOUTHERN CALIFORNIA EDISON COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF 500 FEET, FOR ANY PURPOSE WHATSOEVER OVER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE COUNTY HIGHWAY, KNOWN AS RICE ROAD, 100 FEET WIDE, AS DESIGNATED BY RESOLUTION OF THE COUNTY OF RIVERSIDE, A CERTIFIED



COPY OF WHICH WAS FILED FOR RECORD MARCH 27, 1945, AS INSTRUMENT NO. 2957, IN BOOK 665, PAGE 274, OFFICIAL RECORDS OF RIVERSIDE COUNTY AND THE CENTER LINE OF THE 100 FOOT WIDE TRANSMISSION LINE RIGHT OF WAY EASEMENT, GRANTED BY RUTH M. ANDERSON TO CALIFORNIA ELECTRIC POWER COMPANY BY EASEMENT DATED AUGUST 13, 1957, AND RECORDED SEPTEMBER 19, 1957, IN BOOK 2150, PAGE 371, OFFICIAL RECORDS SEPTEMBER 19, 1957, IN BOOK 2150, PAGE 371, OFFICIAL RECORDS OF SAID COUNTY, AS SAID COUNTY HIGHWAY AND TRANSMISSION LINE ARE NOW LOCATED AND EXISTING ACROSS THE NORTHWEST QUARTER OF SAID SECTION 7, SAID POINT OF INTERSECTION BEING DISTANT SOUTH 46° 53' EAST, 3062 FEET, MORE OR LESS, MEASURED FROM THE NORTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY HIGHWAY, 100 FEET WIDE, SOUTH 45° 30' WEST, 50.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID 100 FOOT WIDE TRANSMISSION LINE RIGHT OF WAY EASEMENT AND THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND AND REAL PROPERTY HEREIN GRANTED; THENCE CONTINUING ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY HIGHWAY, 100 FEET WIDE, SOUTH 45° 30' WEST, 120.00 FEET; THENCE NORTH 44° 30' WEST, 100.00 FEET; THENCE NORTH 45° 30' EAST, 124.81 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID 100 FOOT WIDE TRANSMISSION LINE RIGHT OF WAY EASEMENT; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 41° 44' 53" EAST, 100.12 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

NOTE: A.P. NOS. 811-141-005-09  
811-142-005-2



When Recorded Mail to:

Fiserv Trust Company  
Attn: Tamara Y Armour  
P.O. Box 173859  
Denver, CO 80202-3859

SPACE ABOVE FOR RECORDER'S USE ONLY

October 27, 2005

## Notice of Successor Custodian and Trustee

### *Introduction*

Effective November 4, 2005, Fiserv Trust Company acquired from Arrowhead Trust Incorporated specific IRA plans identified in that certain Asset Purchase Agreement dated September 30, 2005 (the "Agreement"). Fiserv Trust Company is actively working to update the registrations for all assets held as a directed custodian or trustee by Arrowhead Trust, Incorporated. In order to serve its customers, Fiserv Trust Company may need to execute instructions or directions of beneficial account owners, with regard to assets held in their accounts. The purpose of this document is to provide evidence of this acquisition to asset sponsors, fund companies and transfer agents so they may rely on the instructions of Fiserv Trust Company.

### *Acquisition*

The undersigned hereby gives notice that effective November 4, 2005, the trust and custodial business conducted by Arrowhead Trust, Incorporated of San Bernardino, California (the "Former Trustee") as custodian or trustee of the self-directed individual retirement accounts, business retirement plans and custodial accounts identified in the Agreement ("Plans"), was transferred to Fiserv Trust Company in Denver, Colorado (the "Successor Trustee") as successor in interest to Arrowhead Trust, Incorporated. The Successor Trustee has assumed the right to administer and assign the assets of the Plans of the Former Trustee pursuant to the documents governing the individual retirement accounts, qualified plans, and other fiduciary plans and accounts administered by the Former Trustee.

### *Indemnification*

The Successor Trustee may in the course of its business provide instructions or directions with regard to assets that are part of the Plans still registered in the name of the Former Trustee. Fiserv Trust Company does hereby indemnify and will hold harmless any individual who acts on instructions of this nature from the Successor Trustee, its employees or agents for any damages or claims arising from the reliance on instructions or directions from the Successor Trustee with regard to any assets or holdings still registered in the name of the Former Trustee.

### *Inquiries*

For further information with respect to the accounts and plans transferred or with respect to the succession of trustee and custodial relationships, please contact the Successor Trustee at:

Fiserv Trust Company  
717 17th Street; Suite 2600  
Denver, Colorado 80202  
(303) 293-2223

Arrowhead Trust, Incorporated

By: Marilyn Koch

Fiserv Trust Company

By: Joan Owens  
Name: Joan Owens, Vice-President

State of Colorado  
County of Denver

*Sandra*

On 04-17-2006 before me, Roynon a Notary Public for the State of Colorado, personally appeared Joan Owens, in her capacity as Vice President of Fiserv Trust Company, personally known to me 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 by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Sandra Roynon*

Notary Public for the State of Colorado



My Commission Expires 9-17-2006

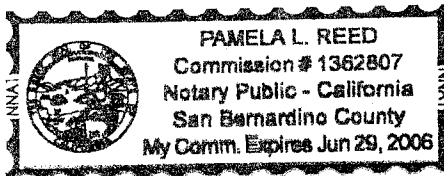
State of California  
County San Bernardino

On 4/12/06 before me, Pamela Reed, a Notary Public for the State of California, personally appeared Merilyn Gordon, in her capacity as VPOB manager of Arrowhead Trust, Incorporated, personally known to me 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 by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Pamela Reed*

Notary Public for the State of California



COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

3200533009542

Form containing personal data, residence, spouse information, funeral directory, place of death, cause of death, physician's certification, and coroner's use only sections.

STATE REGISTRAR

CERTIFIED COPY OF VITAL RECORDS

FAX AUTH. # 000035084 000025084 CENSUS TRACT

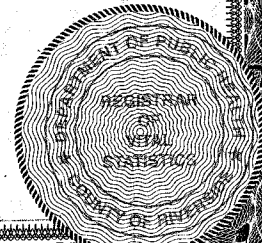
STATE OF CALIFORNIA COUNTY OF RIVERSIDE } SS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Department of Health.

DATE ISSUED 10/12/2005

Gary Feldman M.D., Local Registrar RIVERSIDE COUNTY, CALIFORNIA

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.



[REDACTED]