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

2370

FROM: TREASURER-TAX COLLECTOR::

SUBMITTAL DATE: September 15, 2016

SUBJECT:

Recommendation for Distribution of Excess Proceeds for Tax Sale No. 203, Item 246. Last assessed to: Carl E. Bartlett, a single man. District 1 [\$109,969]. Fund

65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

 Approve the claim from the City of Lake Elsinore for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 378141020-4:

- 2. Approve the claim from Global Discoveries, Ltd., assignee for Carl Bartlett, Executor to the Estate of Carl E Bartlett, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 378141020-4;
- 3. Deny the claim from Global Discoveries, Ltd., assignee for Jeannie Marie Bartlett, Trustee;
- 4. Authorize and direct the Auditor-Controller to issue warrants to the City of Lake Elsinore in the amount of \$10,250.92 and Global Discoveries, Ltd., assignee for Carl Bartlett, Executor to the Estate of Carl E Bartlett in the amount of \$99,718.27, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

Policy

Don Kent, Treasurer-Tax Collector 10/14/2016

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale			For Fiscal Year:	16/17
			Budget Adjustment	:: No
NET COUNTY COST	\$0	\$0	\$0	\$ 0
COST	\$ 109,969	\$0	\$ 109,969	\$0
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost

C.E.O. RECOMMENDATION: APPROVE

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carrièd, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Tavaglione, Washington and Ashley

Nays:

None

Absent:

Benoit

Date:

November 1, 2016

XC:

Treasurer

9-9

Kecia Harper-Ihem

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

Page 2 BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the May 5, 2015 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 18, 2015. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 22, 2015, 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.

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

- Claim from the City of Lake Elsinore based on a Notice of Administrative Proceedings recorded August 23, 2011 as Instrument No. 2011-0372982 and a Notice of Violation and Non-Compliance recorded August 1, 2014 as Instrument No. 2014-0289825.
- 2. Claim from Global Discoveries, Ltd., assignee for Carl Bartlett, Executor to the Estate of Carl E Bartlett based on an Assignment of Right to Collect Excess Proceeds dated August 29, 2016, a Grant Deed recorded April 5, 1972 as Instrument No. 43899, the Last Will and Testament of Carl Eldred Bartlett and the death certificate of Carl Eldred Bartlett.
- 3. Claim from Global Discoveries, Ltd., assignee for Jeannie Marie Bartlett, Trustee based on an Assignment of Right to Collect Excess Proceeds dated August 29, 2016 and a Quitclaim Deed recorded October 14, 2009 as Instrument No. 2009-0531465.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the City of Lake Elsinore be awarded excess proceeds in the amount of \$10,250.92 and Global Discoveries, Ltd., assignee for Carl Bartlett, Executor to the Estate of Carl E Bartlett be awarded excess proceeds in the amount of \$99,718.27. The claim from Global Discoveries, Ltd., assignee for Jeannie Marie Bartlett, Trustee be denied since she was not a party of interest at the time of the sale. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to the lien holder and the Executor to the Estate of the last assessee of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim CityofLakeElsinore

ATTACHMENT B. Claim Global-CarlBartlett

ATTACHMENT C. Claim Global-JeannieMarieBartlett

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

DEPENDEN

To: Don Kent, Treasurer-Tax	Collector	RECEIVED	
Re: Claim for Excess Procee	ds	2015 AUG -3 PM 3: 01	
TC 203 Item 246 Assessment	No.: 378141020-4	RIVERSIDE COUNTY	
Assessee: BARTLETT, CARL TR	& JEANNIE MARIE TR	THEAS-TAX COLLECTO	
Situs: 17330 BROMLEY AVE LAK	E ELSINORE 92530		
Date Sold: May 5, 2015			
Date Deed to Purchaser Recorded	: June 18, 2015		
Final Date to Submit Claim: June 2	0, 2016		
Sq.687.72 from the sale of property owner(s) [check in Precorder's Document No. 2011-11/We are the rightful claimants by hereto each item of documentation also Recorded Doct2 NOTE: YOUR CLAIM WILL NOT Accts Payable (Notice of Violational Notice of Violational Notice attached) If the property is held in Joint Tens	f the above mentioned real propone box] at the time of the sa 2372982 recorded on 8-23 virtue of the attached assignm supporting the claim submitted DIY-0289825 BE CONSIDERED UNLESS THE LEARLY Service and Order Resident Annual Service molition #6,90 molition #6,90 molition #6,90 molition submits proof that he respective portion of the claim.	HE DOCUMENTATION IS ATTACHING \$750.00 FOLUTION \$427.92 Havice Doc#2014-0 1000 \$\$1,090.00 Revered this Joint Tenancy, and all or she is entitled to the full amount	s), by Riverside County is attached hereto, below and attached below and attached by the below attached
Executed this 30 day of 3	_	RULISIAG, CA	
COL	, = 0.12 01	County, State	
Signature of Claiman	Signature	of Claimant	
Frod Lone c	Print Nan	ne	-
130 S. MAIN ST Street Address			
		Idress	
LALUQ ELSINOPP, CA City, State, Zip	,,	e, Zip	h
951-674-3124 Py Phone Number	T 275	· ma h n »	·
· /···································	Phone Nu		3-21 (1-9 9)

Page 2 378-141-020-4

acets Payable abestos Preport \$520.00

Notice of administrative Proceedings

Doc# 2011-0372982

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

E-mail: ttc@co.riverside.ca.us www.countytreasurer.org



COUNTY OF RIVERSIDE TREASURER-TAX COLLECTOR

Palm Desert Office 38-686 El Cerrito Road Palm Desert, CA 92211

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

July 22, 2015

BARTLETT, JEANNIE MARIE TR **405 QUEEN AVE SE** ALBANY, OR 97322-3367

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 378141020-4

Item: 246

Situs Address: 17330 Bromley Ave Lake Elsinore 92530

Assessee: Bartlett, Carl Tr & Jeannie Marie Tr

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015

Final Date to Submit Claim: June 20, 2016

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 contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

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

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,

DON KENT TREASURER-TAX COLLECTOR

Jennifer Pazicui

117-170(Rev. 5-03)

RICEIVED

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY: Clina

OFFICE

DOC # 2011-0372982 08/23/2011 02:11P Fee:NC Page 1 of 4 Recorded in Official Records

County of Riverside

Larry W. Ward Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO:

City of Lake Elsinore Attn: City Clerk's Office 130 S. Main Street Lake Elsinore, CA 92530

s	R	U	PAGE	SIZE	OA	MISC	LONG	RFD	COPY
			4				***************************************		
М	A	L	465	426	PCOR	NCOR	SMF (ACHG	EXAM
					T:		CTY) S	Uled

Space above this line for recorder's use only

Notice of Administrative Proceedings

Title of Document



TRA:	
DTT:	



RECORDING REQUESTED BY:

CITY OF LAKE ELSINORE

WHEN RECORDED, RETURN TO:

City Clerk's Office City of Lake Elsinore 130 South Main Street Lake Elsinore, CA 92530

NOTICE OF ADMINISTRATIVE PROCEEDINGS

Notice is hereby given that, pursuant to the provisions of Chapter 15.08, Dangerous Building Code of the Lake Elsinore Municipal Code and Uniform Housing Code of the City of Lake Elsinore, buildings of the following described property have been declared substandard by the Building and Safety Division of the City of Lake Elsinore, and the owners thereof have been so notified as required by said code.

Owner Information: Carl Bartlett and Jeannie Marie Bartlett

Property Address:

17330 Bromley Avenue, Lake Elsinore, CA 92530

Assessor's Parcel #: 378-141-020

Legal Description:

1.00 Acres in Lot 264 MB 018/005 Country Club Heights Unit H

Date:

August 4, 2011

CITY OF LAKE ELSINORE

Robin K. Chipman

Building & Safety/Code Enforcement Manager

Poble K. Chipman

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

951.674.3124

130 S. MAIN STREET

LAKE ELSINORE, CA 92530

WWW.LAKE-ELSINORE.ORG

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California County ofRiverside	}	
On 8-9-2011 before me,	ana C. Porche, Notary Public	
personally appeared Robin K	Here Insert Name and Title of the Officer Chipman Name(s) of Signer(s)	
DANA C. PORCHE Commission # 1873840 Notary Public - California Riverside County My Comm. Expires Jan 16, 2014	who proved to me on the basis of satisfabe the person(a) whose name(a) is/ape within instrument and acknowledge he/she/they executed the same in his/he capacity(ies), and that by his/he//their si instrument the person(s), or the entity which the person(s) acted, executed the I certify under PENALTY OF PERJUR of the State of California that the foregot true and correct.	subscribed to the ed to me that of their authorized gnature(s) on the upon behalf of e instrument.
	WITNESS my hand and official seal.	
	Signature Laua C Signature of Notary Pul	orcke
Place Notary Seal Above	· ·	æ
Though the information below is not required by law, it	CIONAL It may prove valuable to persons relying on the docentachment of this form to another document.	ument
Description of Attached Document		
Title or Type of Document:		
Document Date:	Number of Pages:	
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s)		
Signer's Name: Individual Corporate Officer — Title(s):	Signer's Name: Individual Corporate Officer — Title(s):	
☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	1
Signer Is Representing:	Signer Is Representing:	1

© 2007 National Notary Association* 9350 De Soto Ave., P.O. Box 2402 * Chatsworth, CA 91313-2402 * www.NationalNotary.org | Item #5907 | Reorder: Call Toll-Free 1-800-876-6827



LARRY W. WARD COUNTY OF RIVERSIDE ASSESSOR-COUNTY CLERK-RECORDER

Recorder P.O. Box 751 Riverside, CA 92502-0751 (951) 486-7000

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary:	Dana C. Porche
Commission #:	1873840
Place of Execution	: Riverside County
Date Commission	Expires: 01/16/2014
Date:	august 9, 2011
Signature:	August 9, 2011 Mana C. Parole
Print Name:	DANA C. Porche

PLEASE COMPLETE THIS INFORMATION RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City of Lake Elsinore Attn: City Clerk's Office 130 S. Main Street Lake Elsinore, CA 92530

DOC # 2014-0289825 08/01/2014 08:00A Fee:NC Page 1 of 3 Recorded in Official Records County of Riverside Larry W. Ward Assessor, County Clerk & Recorder

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			ろ						
М	Α	L	465	426	PCOR	NCOR	SMF	(NCHG)	EXAM
	Т:					CTY	UNI 1	<u> </u>	

Space above this line for recorder's use only

Notice of Violation and Non-Compliance

Title of Document

TRA: DTT:

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



RECORDING REQUESTED
NO FEE-RECORD FOR THE BENEFIT OF
RIVERSIDE COUNTY AND THE
CITY OF LAKE ELSINORE

WHEN RECORDED MAIL TO:

City of Lake Elsinore Code Enforcement Division 130 S. Main Street Lake Elsinore, CA 92530

Case # 14-631

Notice of Violation and Non-Compliance

NOTE THIS CERTIFICATE OF NUISANCE CANNOT BE RELEASED UNTIL ALL APPLICABLE VIOLATIONS HAVE BEEN CORRECTED AND FEES AND FINES HAVE BEEN PAID-CONTACT THE CODE ENFORCEMENT DIVISION FOR DETAILS

PLEASE TAKE NOTE that the real property located within the County of Riverside and the City of Lake Elsinore and described below has been found by the Code Enforcement Division of the City of Lake Elsinore to contain conditions declared to constitute a public nuisance pursuant to Lake Elsinore Municipal Code Title 8 Chapter 8.18.020. The owner thereof has been so notified: LEMC Section 8.18.020 (Q) Overgrown Weeds/Trees

LEGAL DESCRIPTION: 1.00 ACRES IN LOT 264 MB 018/005 COUNTRY CLUB HEIGHTS

UNIT H

APN# 378-141-020

ADDRESS: 17330 BROMLEY AVE, LAKE ELSINORE, CA 92530-2901

PROPERTY OWNER: BARTLETT CARL & JEANNIE MARIE 17330 BROMLEY AVE, LAKE

ELSINORE CA 92530-2901

Pursuant to Lake Elsinore Municipal Code Title 8 Chapter 8.18.130, under the authority contained in the Lake Elsinore Municipal Code Title 8 Chapter 8.18.130, all costs of abatement of the nuisance, including all costs of enforcement, if any, as confirmed by Lake Elsinore City Council, may be assessed and recorded as a special assessment and lien against the above described real property which shall be collected at the same time and in the same manner as ordinary property taxes are collected and shall be subject to the same penalties and the same procedure for foreclosure and sale in case of delinquency as provided for ordinary property taxes. After recordation, the lien may be foreclosed by judicial or other sale in the manner and means provided.

CITY OF LAKE ELSINORE CODE ENFORCEMENT DIVISION

Fredrich S. Lopez

Code Enforcement Supervisor



State of California	
county of Riverside	
	yce M: Teyler Notary Pab Here Insert Name and Title of the Officer 3. Lope Z Name(g) of Signer(x)
On 1-21-14 before me, 001	Here Insert Name and Title of the Officer
Eredviol	3.100ez
personally appeared 17 423 10	Name(s) of Signer(s)
	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/ehe/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
Marinet and a second	person(e) acted, executed the instrument.
JOYGE M. TEYLER Commission # 1951699 Notary Public - California Riverside County	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
My Comm. Expires Sep 10, 2015	WITNESS my hand and official seal.
	(1 m 1 a
	Signature: Joyce / Styler
Place Notary Seal Above	Signature of Notary Public
Thereat the information below in not not little by	law it may provivaluable to persons relying on the document
and could prevent traudulent removal	330 Browney WC
Description of Attached Document Title or Type of Document:	Violation + Non Compliance
Title or Type of Document: / VOITCE OT	VIOLATION TION SIMPLES
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(les) Claimed by Signer(e)	
Signer's Name: Fredrich S. Co	pez Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
E-Individual RIGHT THUMB OF SIGNE	- Oraicine
☐ Partner — ☐ Limited ☐ General Top of thumb	here Partner — Limited General Top of thumb here
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
Other:	C Other:
And the second s	AMMANANA AND AND AND AND AND AND AND AND AN

10/04/2012

More ...

CITY OF LAKE ELSINORE Vouchers/Encumbrances Inquiry

C.R. GANN DEMOLITION, INC. Vendor : 1651 <u>201</u>3 Position to Starting fiscal year Transaction Date - Descending Order 7292015 Position to Type options, press Enter. 1=Select --- Payment ---Encumbrance Number / Date Liquidation Opt Type Date Project Amount 112255 C 6,900.00 AP 10/31/2012 6,900.00 10/31/2012 Account : 100-4320-424,20-20 Invoice . : 1070 1,090.00 112255 C AP 10/31/2012 1,090.00 10/31/2012 Account : 100-4320-424.20-20 Invoice . : 1070 5,900.00 5,900.00 112105 C AP 10/15/2012 10/15/2012 Account: 100-4320-424.20-20 Invoice . : 1068 112064 C 6-200:00 AP 10/04/2012 6,200.00 Invoice : 1063 200.00 10/04/2012 Account . : 100-4320-424.20-20 112064 C AP 10/04/2012

F3=Exit F5=Encumbrances F7=Invoice Totals F11=Activity listing F12=Cancel

Account . : 100-4320-424-20-20

Invoice . : 1064

	7/	2	9	/	1	
1	6:	1	6	:	2	ے

CITY OF LAKE ELSINORE CITY OF LAKE ELSINORE 7/29/15 Accounts Payable Transaction 16:16:22

GM201I06

Group number : Accounting period : Posting date :	369 A/P #2 JJ 03/2013 mm/yyyy 09/11/2012 mm/dd/yyyy
Transaction date :	09/13/2012 mm/dd/yyyy
Invoice number :	PLM0819#1703
Account number :	PROFESSTECH. &OTHER SVCS
Project number ::	
Amount	520.00
Liquidated amount :	. 00
Discount amount :	. 00
Retainage amount :	. 00
Net transaction amount . :	520.00
Voucher number :	001082
PO number :	
Vendor number :	2735 SCOTT MORRISON & ASSOCIATES
Description 1 :	ASBESTOS RPRT FOR STRCIR
Description 2 :	ABTMT @ 17330 BROMLEY
Transaction type code .: F3=Exit F12=Cancel F15=Gr	oup Inquiry F24=More keys

CITY OF LAKE ELSINORE Accounts Payable Transaction

7/29/15 16:17:14

Group number : Accounting period : Posting date :		YYYY dd/yyyy
Transaction date :	09/25/2014 mm,	/dd/yyyy
Invoice number :	002425	ESSTECH.&OTHER SVCS
Account number : Project number :	E 11.O.L.	
Amount	750.00	
Liquidated amount :::	. 00	
Discount amount :	. OO	
Retainage amount :	00	
Net transaction amount . :	750.00	
Voucher number :	001435	
PO number		
Vendor number ::	2789 DISCOUNT HAULI	NG & CLEANUP SERVICE
Description 1 :	NUISANCE ABTMNT CLNUP O	Ŋ
Description 2 :	GUNNERSON & BROMLEY	
Transaction type code . : F3=Exit F12=Cancel F15=Gr		F24=More keys



August 7, 2014

Via Certified: 7013 2250 0002 4554 5373

Carl Bartlett 17330 Bromley Avenue Lake Elsinore, CA 92530

NUISANCE ABATEMENT ORDER CASE: NA 14-631

At the Nuisance Abatement Hearing held on August 5, 2014, before the Nuisance Abatement Board, the Board motioned to declare the property located at 17330 Bromley Avenue, Lake Elsinore, CA 92530 (APN 378-141-020) 1.00 Acres in Lot 264 MB 018/005 Country Club Heights Unit H, a public nuisance pursuant to the attached Declaration of Public Nuisance No. 14-631.

The property shall be abated pursuant to provisions contained in the Declaration of Public Nuisance No. 14-631 as follows:

A. Remove all overgrown and dead vegetation.

An administrative fee of \$427.92 will be charged for the hearing. Your failure to comply with the attached resolution will result in the City referring the property to a Court Appointed Receiver.

The owner or persons occupying or controlling such lot or premises affected may appeal to the City Council. Such appeal shall be in writing, accompanied by the \$200.00 appeal fee, and shall be filed with the City Clerk of said City within fifteen (15) days from the date of this Order of Abatement.

If you have any questions, please contact the Code Enforcement Division at (951) 674-3124 ext. 227, for more information.

Nuisance Abatement Order August 7, 2014 Page Two

CITY OF LAKE ELSINORE

William A. Belvin Building Official/Code Enforcement Manager

jmt

LAKE ELSINORE, CALIFORNIA 92530 DREAM EXTREME

130 SOUTH MAIN STREET CITY OF **CLSINORE**

CA 924 はよるでは

COS BERNAROINO

Carl Bartlett 17330 Bromley Avenue Lake Elsinore, CA 92530 Poetmark Here

AUG

U.S. Postal Service CERTIFIED MAIL, (Domesto Mail Only: No line

Cartified Fee

Restricted Delivery Fee (Endorsement Required)

Tot

Seni

Street or Pt City.

PX 47

17330 Bromley Avenue Carl Bartlett Lake Elsinore

Z X X E

(A) M

1000

0008/31/14

ATTEMPTED - NOT KNOWN UNABLE TO FORWARD

THYBOA

8

CITY OF LAKE ELSINGHE

CODE ENFORCEMENT



City of Lake Elsinore Code Enforcement Division 130 S. Main Street Lake Elsinore, CA 92530 Tel: (951) 674-3124 ext. 227 Fax: (951) 471-1418

DECLARATION NO. 14-631

RESOLUTION OF THE NUISANCE ABATEMENT BOARD OF THE CITY OF LAKE ELSINORE FINDING THAT 17330 BROMELY AVENUE (APN 378141020) IN THE CITY OF LAKE ELSINORE, CALIFORNIA 92530 CONSTITUTES A PUBLIC NUISANCE AND ORDERING SUCH NUISANCE ABATED

WHEREAS, the Code Enforcement Manager/Building Official of the City of Lake Elsinore, California has determined that a public nuisance exists on property located at:

17330 BROMLEY Ave LAKE ELSINORE, CA 92530 APN 378141020

and more particularly described as 1.00 ACRES IN LOT 264 MB 018/005 COUNTRY CLUB HEIGHTS UNIT H and set the matter for public hearing before the Nuisance Abatement Board to consider the Code Enforcement Manager/Building Official's determination and the abatement thereof; and

WHEREAS, the Nuisance Abatement Board of the City of Lake Elsinore on 08/05/2014 held a properly noticed hearing on the Code Enforcement Manager/Building Official's determination; and

WHEREAS, at the time of the hearing the Nuisance Abatement Board considered the staff report regarding the subject property, all oral testimony and any other relevant evidence presented to it, all which is incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Nuisance Abatement Board of the City of Lake Elsinore as follows:

1. That the property located at: 17330 BROMLEY Ave

LAKE ELSINORE, CA 92530

APN: 378141020

and more particularly described as 1.00 ACRES IN LOT 264 MB 018/005 COUNTRY CLUB HEIGHTS UNIT H does constitute a public nuisance and that there is sufficient cause to abate the nuisance for the following reasons:

Municipal Code	Description	Corrective Action
8.1B.020(Q)	Dead, decayed, diseased, overgrown or hazardous trees, weeds and vegetation, cultivated or uncultivated, which is likely to harbor rats or vermin, or constitute an unsightly appearance, or is detrimental to neighboring properties or property values.	Remove all overgrown, dead vegetation

- 2. That the Nuisance Abatement Board hereby orders that said nuisance be abated according to the corrective actions listed above.
- 3. That said nuisance shall be completely abated before 08/26/2014. Otherwise the same will be removed and abated by the municipal authorities of the City of Lake Elsinore or it's contractor(s) in which case the cost of such removal shall be assessed upon the lot(s) and land on which said condition(s) are removed or corrected, and suchcost will constitute a lien and special assessment upon such lot(s) or land until paid.

Dated: 07/13/2014

CITY OF LAKE ELSINORE NUISANCE ABATEMENT BOARD

WWW A. B. Belvin

Code Enforcement Manager/Building Official City of Lake Elsinore

		SENDER: COMPLETE 1	HIS SECTION	COMPLETE THIS SECTIONS.	V DELIVERY 1					
		Complete items 1, 2, a	nd 3.	A. Signature						
		Print your name and ac	Idress on the reverse	1 x Kren Horn	☐ Agent					
		so that we can return to Attach this card to the		B. Regelyed by (Prighted Name)	C Date of Del					
		or on the front if space		KKISHerri	rsion					
		1 Article Addressed to	***************************************	D is delivery address different from						
		EP 203-246	27	If YES, enter delivery address	s below: 🔲 No					
		City of Lake Elsinore	***							
Δ 11 <i>0</i> 111	st 23, 2016	C/O Red Lopez	*							
rugu	St 2.3, 2010	130 Si Main St.								
		Lake Elsinore, CA 92	570							
City c	of Lake Elsinore			3. Service Type Adult Signature	☐ Pnority Mail Express					
-	red Lopez			☐ Adult Signature Restricted Delivery	☐ Registered Mail* ☐ Registered Mail Resi					
	. Main St.	9590 9401 0074	5168 3661 91	Certified Mail® Certified Mail Restricted Delivery	Delivery G Return Receipt for					
	Elsinore, CA 92530	2 Article Number (Transfer fro	orn service label)	☐ Callect on Delivery * ☐ Collect on Delivery Restricted Delivery	Merchandise / ☐ Signature Confirmati					
		7015 0640 000		☐ Insured Mail ☐ Insured Mail Restricted Delivery	☐ Signature Confirmati Restricted Delivery					
Re:	APN: 378141020-4	PS Form 3811, April 2015	PSN 7590-02-000-9053	(over \$500)	Domestic Return Reci					
	TC 203 Item 246		7 (A) 7 7 3 3 0 ° 5 2 ° 6 0 0 ° 3 0 0 0 0		Dominatic natural nece					
	Date of Sale: May 5, 2	2015								
Pleas Iocui	e submit the necessary p ment(s) listed below may	proof to establish your r y assist the Tax Collecto	ight to claim the exce r in making the deter	ss proceeds. The mination.						
1	Notarized Affidavit for Co	allection of	Copy of Marris	age Certificate for						
	Personal Property under C		Original Note/Payment Book							
	Probate Code 13100	• • • • • • • • • • • • • • • • • • • •		ement of Monies Owed						
N	lotarized Statement of		(as of date of tax sale)							
(different/misspelled		•	orporation (if applicable						
N	lotarized Statement Givin	g Authorization to	Statement by Domestic Stock)							
(laim on behalf of		Court Order A	ppointing Administrator						
(Certified Death Certificate	e for	Deed (Quitclai	m/Grant etc)						
Copy of Birth Certificates for			Other -							
Please	e send in all documents we et me at the number listed	ithin 30 days (<u>September</u> below.	· 22, 2016). If you sho	uld have any questions, p	lease					
Since	rely,									

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@RivCoTTC.org



BUILDING & SAFETY 130 S. MAIN STREET LAKE ELSINORE, CA 92530 (951) 674-3124 www.lake-elsinore.org

August 30, 2016

Jennifer Pazicni Tax Sale Operations Unit 4080 Lemon Street, 4th Floor P.O. Box 12005 Riverside, CA 92502

STATEMENT OF MONIES OWED

Re: 17330 Bromley Avenue, Lake Elsinore, CA 92530

Listed below are the fees charged against the 17330 Bromley Avenue, 378141020-4, Lake Elsinore, CA 92530. TC 203 item 246.

Preliminary Title Report	\$ 300.00
Administrative Fee	\$ 250.00
Asbestos Report	\$ 520.00
Demolition Costs	\$ 6,900.00
Asbestos Removal Costs	\$ 1,090.00
Cleanup Fee	\$ 750.00
Nuisance Abatement Order	\$ 427.92
Recording Fee	\$ 13.00

Total

\$10,250.92

If you have any questions, please contact the Code Enforcement Division at (951) 674-3124 extension 227.

CITY OF LAKE ELSINORE

Jøyce Teyler

Community Development Tech

951.674 3124

all the Markey Stages

for through a grant

WWW. HARLIE COMMITTER

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

Don Kent, Treasurer-Tax Collector

To:

RECEIVED

Re: Claim for Excess Proceeds		2016 JUN 23 AM 11: 35						
TC 203 Item 246 Assessment No.: 37814102	0-4	RIVERSIDE COUNTY						
Assessee: BARTLETT, CARL TR & JEANNIE MA	ARIE TR	POSTMARKED						
Situs: 17330 BROMLEY AVE LAKE ELSINORE 92530 6-20-16								
Date Sold: May 5, 2015								
Date Deed to Purchaser Recorded: June 18, 2015	5							
Final Date to Submit Claim: June 20, 2016								
from the sale of the above ment property owner(s) [check in one box] at the Recorder's Document No. 1001-0531465; recorder's Document No. 1001-0531465; recorder the rightful claimants by virtue of the at hereto each item of documentation supporting the	ationed real property. I/We were time of the sale of the propertied on 10/6/09. A contached assignment of interest	e the Ll lienholder(s), rty as is evidenced by Riverside Count Nov of this document is ettenhold beauti						
NOTE: YOUR CLAIM WILL NOT BE CONSIDER								
Acticles marked in upper righthand - A.	-copy of notice, B:co	py of quitchin deed was ferring						
to trast, C: copy of current valid pho	to ID for both truskes	, Dicopy of SSN which						
may be used for EIN of trust, E: cop	by of full trust "The	Carl Bartlett and Joannie						
Marie Bartlett Family Trust" (cover + 1	able of contents+15 pages	naming tiuries on page 1						
If the property is held in Joint Tenancy, the taxsale have to sign the claim unless the claimant submits claimant may only receive his or her respective porting. I/We affirm under penalty of perjury that the foregoing.	s proof that he or she is entitle on of the claim.	nt Tenancy, and all Joint Tenants will amount of the claim, the						
Executed this 17th day of June	_, 20/6 at Linn Cou	Hy, Oregon						
Signature of Claimant	County, State County, State County, State							
Carl Bartlett, TTE	Jeannie M. Print Name	Bartlett, ITE						
2144 Gray St. SE #2 Street Address	2144 Goard Street Address	1St, SE#Z						
Albany, OR 97322 City, State/Zip	City, State, Zip	R 97322						
(541)231 - 7995 Phone Number	(541) 231 - 7 Phone Number	1945						
email	: zultara @gm	sco 8-21 (1-99)						



Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354

CLAIM SUMMARY

Date:

September 2, 2016

To:

Riverside County Treasurer and Tax Collector

Assessors Parcel Number:

378141020-4

Last Assessee:

BARTLETT CARL & JEANNIE MARIE

Sale Date:

4/30/2015

TC: Item Number:

TC 203 246

Deadline:

6/18/2016

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

Please note, Jeannie Marie Bartlett and Carl Bartlett have appointed Global Discoveries, Ltd. to take over the claim they original filed on their own behalf with Riverside County and enclosed is the supporting documentation that applies to the claim Global has now acquired.

- Quitclaim Deed granting interest to Carl Bartlett and Jeannie Marie Bartlett, Trustee of the Carl Bartlett and Jeannie Marie Bartlett Trust as Document Number: 2009-0531465, recorded on 10/14/2009 in Riverside County, CA.
- 2. Carl Bartlett and Jeannie Marie Bartlett Trust Please Note: Page 1 of the Trust names Carl Bartlett and Jeannie Marie Bartlett as the Trustors and Trustees of the Trust
 - a. Please Note: Schedule A of the Trust lists the 17330 Bromley Ave. Lake Elsimore, CA 92530 address as Trust Estate Property; this is one and the same address that is noted on the above referenced Quitclaim Deed.
- 3. Certification of Trust
- 4. Affidavit
- 5. Assignment of Rights To Collect Excess Proceeds signed by Carl Bartlett and Jeannie Marie Bartlett as Trustees of The Carl Bartlett and Jeannie Marie Bartlett Trust
- 6. Claim form(s) signed by Global Discoveries
- 7. Copy of SS Card for Carl J Bartlett Please Note: Carl's SS Number is one and the same as the Trust Identification Number for the Carl Bartlett and Jeannie Marie Bartlett Trust.
- 8. Photo ID for Assignors: Carl Bartlett and Jeannie Marie Bartlett

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

 One warrant in the amount of \$109,969.19 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 7016-1370-0000-0362-5623



GD Number: 24909-196627

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

E-mail: 110@co.riverside.ca.us www.countytreasurer.org



COUNTY OF RIVERSIDE TREASURER-TAX COLLECTOR

Palm Desert Office 38-686 El Cerrito Road Palm Desert, CA 92211

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

July 22, 2015

BARTLETT, JEANNIE MARIE TR **405 QUEEN AVE SE** ALBANY, OR 97322-3367

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 378141020-4

Item: 246

Situs Address: 17330 Bromley Ave Lake Elsinore 92530

Assessee: Bartlett, Carl Tr & Jeannie Marie Tr

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015 Final Date to Submit Claim: June 20, 2016

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 contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

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

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,

DON KENT TREASURER-TAX COLLECTOR

Jennifer Pazieni Deputy

117-170(Rev. 5-03)

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we wo documentation establishing the assignor as REVERSE SIDE OF THIS DOCUMENT FOR FU	ould strongly suggest you in a "party of interest" must JRTHER INSTRUCTIONS	use this form. For this form to be ve the provided at the time this docum	ilid it must be completed in its entirety and ent is filed with the Treasurer-Tax Collector. PLEASE SE
As a party of interest (defined in Section 46	75 of the California Rever	nue and Taxation Code). I. the under	signed, do hereby assign toGlobal Discoveries
assessment number 378141020-4 Tax S of excess proceeds available for refund is \$	iale Number TC 203. Item 109,969,19+/- an THIS RIGHT OF COLLECTION relating to the value of the state of the	the excess proceeds which you are 236_sold at public auction on 4/d that I AM GIVING UP MY RIGHT TO DN (assignment) TO THE ASSIGNEE. This fight I am assigning.	haldlaw and to wideling I am autitud dum at me at a
(Signature of Party of Interest/Assignor)	(Date Notes	Carl Bartlett as Trustee of The Car	I Bartlett and Jeannie Marie Bartlett Trust me Printed)
(Signature of Party of Interest/Assignor)	(1 / 20)	Jeannie Marie Bartlett as Trustee (of The Carl Bartlett and Jeannie Marie Bartlett Trust
Tax ID/SS#	08/29/2018	(Na 2144 Geary St SE Apt 2	me Printed)
	9.4	(Ac Albany, OR, 97322-530	idress)
			/State/Zip)
	CERTIFICATE OF AC		elephone Number)
	ting this coefficients wife	er erreika ikka a talamakika a ad eta a ta 50. y ta a k	who signed the document to which this certificate is
State of Oregon)	socument,	
County of Linh			
On 8/29/2016 before me, (Date) (7 TO	David Scott (here insert name and	title of the officer)	ppeared
the person(s) whose name(s) is/are sut authorized capacity(ies), and that by his executed the instrument.	escribed to the within inc	nie A Bartlet who pro	yed to me on the basis of satisfactory evidence to be that he/she/they executed the same in his/her/their the entity upon behalf of which the person(s) acted,
I certify under PENALTY OF PERJURY under	er the laws of the State of	California that the foregoing paragra	aph is true and correct.
WITNESS my hand and official seal. Signature of Notary Public	(seal)	OFFICIAL STAMP DAVID EARL SCOTT NOTARY PUBLIC-OREGON	
I, the undersigned, certify under penalty of and Taxation Code, all facts of which I am proceeds available and the AriAVE ADVI			cr), pursuant to Section 4675 of the California Revenue have disclosed to him the full amount of excess OUT ASSIGNING THAT RIGHT.
(Signature of Assignee)	·	<u>Jed Byerly. Managing M</u> (Name F	***************************************
Tax ID/SS#		Global Discoveries Ltd. (Add	
		P.O. Box 1748 Modesto, CA 95353-1748	
		(City/S Phone: <u>(209) 593-3913</u>	tate/Zip)
		(NOWLEDGEMENT OF NOTAR	Y PUBLIC
A notary public or other officer complet attached, and not the truthfulness, acc	ing this certificate verifies uracy, or validity of that d	only the identity of the individual w	ho signed the document to which this certificate is
State of California)		
County or STAMISIAUS)		
TED RUPRIU	(here insert name a	Notany Rubic personally and title of the officer)	
the person(s) whose name(s) is/are sub- authorized capacity(ies), and that by his, executed the instrument.	scribed to the within inst (her/their signature(r) on		ed to me on the basis of satisfactory evidence to be hat he/she/they executed the same in his/hen/their he entity upon behalf of which the person(s) acted,
I certify under PENALTY OF PERJURY under WITNESS my hand and official seal.	r the laws of the State of	California that the foregoing paragra	ph is true and correct.
Signature of Notary Public	(seal)	PATRICIA PRABAD Commission # 2127047 Notary Public - California	117-174 (3/85) (Ret-Perm)
	Mark Mark	Stanislaus County y Comm. Expires Sep 18, 2019	

Order No. Escrew No. 14-2001 WHEN RECORDED MAIL TO: Carl B. Bartlett 2292 Levis Avenue Long Beach, California 90806 MAIL TAX STATEMENTS TO: DOCUMENTARY TRANSFER YAX S. STEEL Carl B. Berrlett 2292 Lewis Avenue Long Beach, California 90806 V Pirst National Benk and Trust GRANT DEED V FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, William F. Dester, a married man, as his sole and separate property hereby GRANTISI m Carl E. Barclett, a single man $\sqrt{}$ the real property in the City of Elsisore Lot 264 of Country Club Heights, Unit "H", as shown by map on file in Book 18 pages

5 and @ of Haps, Records of Riverside County, California.

MAIL TAX STATEMENTS AS DIRECTED ABOVE END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

LAST WILL AND TESTAMENT

OF

CARL ELDRED BARTLETT

I, CARL ELDRED BARTLETT, a resident of the County of Riverside, State of California, being of lawful age and of sound and disposing mind and memory, and not acting under duress, menace, fraud, or undue influence, hereby make, publish and declare this to be my Last Will and Testament, and expressly revoke all Wills and Testaments, including Codicils, which I have previously made.

FIRST

The bounties of my affection are:

CARL JOSEPH BARTLETT, MY SON JULIE MARIE BARTLETT, MY DAUGHTER JOSHUA LEE McCABE, MY FOSTER-SON

The terms "children" and "issue" as used herein shall mean lawful issue and shall include afterborn and legally adopted children.

SECOND

It is my intention to dispose of all my separate property and my interest in any community property. I do not intend to exercise any power of appointment which I now have or which may hereafter be conferred on me, unless that power is specifically referred to herein or in any Codicil hereto.

THIRD

I direct that all estate and inheritance taxes payable as a result of my death, not limited to taxes assessed on property passing under this Will, shall be paid out of the residue of my estate, and shall not be deducted or collected from any legatee, devise or beneficiary hereunder.

FOURTH

- A. I give my Estate to the Trustee of the Trust entitled THE CARL ELDRED BARTLETT FAMILY TRUST, dated $\frac{1}{-17-95}$ and executed by myself as Trustee and myself as Trustor, as part of the Trust, to be administered and disposed of as in accordance with the provisions of the Trust.
- B. If for any reason the foregoing bequest lapses or fails, I give the residue of my estate to the Trustee named in the Trust Agreement referred to in Paragraph A above; to be held, administered and distributed pursuant to the terms and provisions of that Trust agreement in the same manner as if the terms of that Trust were set forth in full herein.

In the event that the Trustee named in the Trust Agreement is unable or unwilling to act as Trustee, declines to act as Trustee, resigns, dies or becomes legally incapacitated, I hereby appoint the Successor Trustee as designated in the above referenced Trust, as Trustee.

FIFTH

I hereby nominate my Son, Carl Joseph Bartlett to be Executor of this my Last Will and Testament. If Carl Joseph Bartlett is unable or unwilling to serve as Executor, I hereby nominate my Friend, Robert Lapointe, as First Alternate Executor. They are to serve without bond.

I authorize my Executor:

- (1) To sell either at public or private sale, with or without notice, any property belonging to my estate, subject to any confirmation required by law.
- (2) To invest and reinvest any surplus money in my estate in any kind of property, real, personal or mixed, and any kind of investment, which men of prudence, discretion and intelligence acquire for their own account. In so investing and reinvesting, the Executor shall exercise that judgment and care, under the circumstances that then prevail, which men of prudence, discretion and intelligence exercise in the management of their own affairs, not relating to speculation but regarding the permanent disposition of their funds.
- (3) To continue the operation of any business that I may own at the time of my death for the period of time and in the manner that the Executor considers advisable and in the best interest of my estate, or to sell or liquidate such business at the time and on the terms and conditions that the Executor considers advisable and in the best interest of the estate.

witnesses, as his Last Will and Testament and he requested us to act as witnesses to it. He thereupon signed this Will in our presence, all of us being present at the same time.

We now, at his request, in his presence and in the presence of each other, subscribe our names as witnesses.

Executed under pena	dty of perjury this 17 day of NOV: , 1995, at	
14)	, California,	
Male	residing at 1300 QUALL St. \$4.01	
hard -	Noused Beach CA 97660	
free There	Presiding at 1300 QUAIL 04-101	
	NESTELL BEACH CA 92660	

ABSTRACT OF TRUST

Name of Trust of

THE CARL ELDRED BARTLETT FAMILY TRUST

Trustor

CARL ELDRED BARTLETT

Trustee

CARL ELDRED BARTLETT

Dated

____11-17-95

The following provisions are found in the Trust Agreement and may be relied upon as a correct abbreviated statement of the operation of the Trust during the joint lifetimes of the Trustors by anyone dealing with any Trustee or Successor Trustee of the Trust:

1. During the lifetime of the Trustor, the Trust does maintain the character of property of the Trustee, as well as his property interests and rights. This is accomplished by the Declaration of Trust.

In effect the character of the property before its transfer to the Trust remains the same after its transfer to the Trust.

- 2. The Trustor may amend the Trust; Trustor may revoke the Trust as to his property or his interest in community property, while Trustor is living.
- 3. The Trustor is entitled to receive income from the Trust and Principal may be invaded by Trustor.
 - 4. Property may be added or removed from the Trust.
- 5. The Trustee is given broad powers, including the power, subject to the Trustee's fiduciary obligations, to have all the rights, powers and privileges which an absolute owner of the same property would have.
 - 6. The Successor Co-Trustees of the Trust are:

Carl Joseph Bartlett and Robert Lapointe, as First Successor Co-Trustees

7. Procedures for substitution and resignation of a Trustee and designation of a Successor Trustee are set forth in the Trust instrument.

ROBERT LA POINTE ROGBOX 1098 WILDOMAR CA 92595

Date 5-25-07

CARL BARTLETT 17330 Gunnerson Street Lake Elsinore, CA 92530

RE: RESIGNATION OF CO-TRUSTEE

Dear Mr. Bartlett.

Please be advised that the undersigned, ROBERT LA POINTE, Co-Trustee of the Carl Eldred Bartlett Family Trust (1995), hereby resigns his appointment as Co-Trustee of said Trust to be effective thirty days from the date of this notice, pursuant to the terms of resignation as specified in the Carl Eldred Bartlett Family Trust (1995).

Sincerely,

ROBERT LA POINTE

STATE OF CALIFORNIA }

COUNTY OF RIVERSIDE }

on May 35, 3007 before me Same Hundshame, a Notary Public, personally appeared ROBERT LA POINTE, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary public in and for said State

SARA HUNOSHAMER
COMM. 8 1714957
NOTARY PUBLIC - CALIFORNIA GRIVERSIDE COUNTY OF COMM. EXPRES FEB. 4, 2011

COUNTY of SAN BERNARDINO

DEPARTMENT OF PUBLIC HEALTH

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

********	STATE FILE NUMB			CERTI	TCATE O	F DE	ATH COLUMNIAN	***************************************	_	200636		*	······		
	CARL 2 MODES				18 1 80 80 100	·····	3 14	RT (Famey)			***************************************	MAN .	***************************************		
T.VO	AND RECOMMAN - SHAREST MADDLE LASTY			DRED	,·			RTLETT							
,		AND AND MINDER CH	ar, j				07 NATH ************************************		Alongina	ON YAM	2 10 at 10		4 BEX		
PERSONAL	* BIRTH & TATE POREIGH GOISTRY		***************************************	11 EVER INC	A. ARMED FONO			74 109 (a) hours (burn)		<u> </u>		; -}	LM_		
Ê	IL ·			X ves	The T	Twee !	DIVORC			FDEATH 116 3/2006	0,40,005,	ł	(24 Hours) er		
STATION	S. SCHOATON - History Lavel/Degree 14	HE WAS DECEDENTH	BPANCAMING AX	The second second	m minter a pe	# 1					ed du teach	194	<u> </u>		
8	SOME COLLEGE	SOME COLLEGE! 1785 XXIII WHITE								···· ,					
ä	T USUAL DOCUMENTON TIMES TO	ar for more of Me BO HO	T USE PETINED					ery since comit	rian enph	Zasany sdrawch	¥6.] 19	YEARS IN	KOG MATKIN		
***************************************	LAKE ELSINORE		***************************************	C	ONSTRUC	CTIC	N					30			
. 6	NO DEDEBUTE PEROPHICE (Study and resolver) 17330 GUNNERSON ST								***************************************	·····					
UNUAL	73.977	ilanis	***************************************	******					***************************************	·····					
20 80	LAKE ELSINORE	a colorymod RIVERSID				30	- 1	STATES CRE	ISH CDURT	rt.					
	M DOPONAGETS HAVE HELKINDER	19		****************	77330 GUNNERSON ST, LAKE E					CA					
23		TLETT, SON	•		177330 (GUN	NERSON	ST, LAKE	ELSIN	ORÉ, C	A 925	30			
8	23 WARE OF BURYVING SPCKISE X. P	Magr	29 MICOG	6	~		NO LANT (SENS	n Nikiberj	** **********************************			***************************************	***************************************		
SPOUSE AND PARENT INFORMATION	IS NAME OF FATHER FIRST			***************************************			1-								
31	CARL	14.	33 198000				\$5. 1.48T		***************************************		SH BURTH STATE				
200	16, KYNE CL. NO.JUSH - EINEL	***************************************	88 MAD 28.		***************************************	·	BARTL				······································	IL			
\$ ·	GLADYS			•	`. · ·		∤ ' .					34 SUTH STATE			
2	20 DEPOSITION DATE maracery	W PLACE OF PURL D	SPORTION RE	SIDENC	FCARL	เกรา	FULLER	TETT	************	***************************************	~~ ~~	<u>IL</u>			
25	01/05/2007	17330 GUN	NERSON	SI, LAK	FEFSING	re,	CA 92530	1 5-6-1 1							
	IF TYPE OF DEPOSITION(8) CR/RES			12 BARRATU	TO CHEMININE						43 Li	CHARL WITH	***		
ă.	* NAME OF FUNCTION ESTABLISHMEN				OT EMBAMED										
FUNETRAL DIRECTORY LOCAL REGISTRAS	EVANS BROWN SUI		THADV				S of LOCAL IVe		5 0 01/05/200						
*********	SHI PLAGE OF BREATH	A DULL WOR	IONKI	FQ1225			K FRYKN			W (IOSPITA)		/05/20	<u>)7</u>		
ð æ	LOMA LINDA UNIVE	RSITY MEDI	CALCENS	FR		X			ispanies	AN THOMPSON		Decembers for Name			
PLACE OF DEATH	100 COUNTY 100 PACIFITY AMERICAN CONCATON WHERE FOLKED (Sound and made for an indicator) 100 COV							3.0 TTT	Rome (
						LOMA	MA LINDA								
	OF DATES OF PEATS: Crips the worst of measure—there areas, reprosplant constitutional or substituting encount of bids. SO 1407 point retrocked worst, and the substitution of the substitu						7,	me is arred Bales Out of the Control	MANUAL DESCRIPTION TO A SECURITION OF PROPERTY OF CONCURS OF						
	MANADATE W BRAIN DEATH						170	31	"J L.	YES Haringa anna	X *				
	Find discussion of condition relating to the								MMED	4					
=	Requerquity, say sandifficus france,	MAEOOS IN	IKACERE	BRAL H	MORRH	AGE	11.00		.0	n IRS		PRIT PERPO VES	XNO		
3	ending to come which the come of the come							1 85		1100,785		Démecy			
8							· • · · · · ·		Y	RS		4.63	X NO		
AUBE OF DEATH	Signay (that et suppose to provide the provided to provide the provided to the					• • •	······································	ø	ŋ		S DETERMINE				
3	12. OTHER BURNICANT GONOTIONS CONTRIBUTION TO VALVE AND							اليا إ	7E8	MC .					
. 1	MOIATE						A SM SELL								
Ì	IL WAS OPERATION PROFORMED FOR	ANY CONCURRENCE OF THE	W TW CH YIZY BY	we had bype of ap	erwise and cars.			***************************************	······································		W 1803416 1	Milione Primi			
	,,,									· [Y88	ж	Under		
221	MODIFICA SO TABLE BASE CITTUST CHIRACOL MI MOST CONTINUE STANDARY BASE PROPERTY	LEONÉ GEATH OCCUPATION THE CHURCH STATED	PER SECRETARE			***************************************	······································	E CO	118	ACOMMENUS	BER M	DATE nema	strayy.		
CHIMOLOGIC		Paristani Sees Aliva	*DAVID	BLAND,	M.D.			'8 V	A3	4161	01	/03/20	77		
Ŧ	1 " "	3/2006	14024 1	IOPO PHYBICS	LE HYPE HAITH	NG ADD	ers incide	DAVID BLA	ND, N	I.D.					
 †	IN THE REPORT OF THE PROPERTY OF THE PARTY O	WARRY AT THE HOURS DATE		VUEROU		=1, L	OMA LINE	JA, CA 923	554	NAJEY BATE		192 163.00	,		
- 1	MANUAL OF DEATH MANUAL []	vonteut, Lecturate		Piercong Investigate	Conses	reet top	7158	7 m 7 m		noun onte	столинацуу	125.1848	CM HOUSE		
3	27. PLACE OF WARY (m.g., syme, crear vision his, wooded sind etc.)														
ğ.	4. DESCRIBE HOW INAURY OCCUPOED (Events which naused in leger)														
ORCHER'S USE ONLY	A COUNTRY GRANT MIST INSURED IN HIGHS														
8	73, LOCATION OF HAVINY THOM AND DURING, IN WHITEN, IN SUBJECT AND SECOND AND														
8															
1	M. BISHATURE OF CORONER/DEPUTY	CORDNER		177	iATZ mm/gdawy	, ,	121 TYPE NAME	TITLE OF COMONE	A CORPUTY	CORONNE	***************************************				
)			***************************************	•••								· · · •		
STATE STATE		7 C	TE T	1				nkum in	FAR	AUTH. #		CENSU	TRAST		
	W 2-1-9. 10-1-10				Prince PE 98	01200	6D0G391873*	.m. 1411-2411-44142							

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

DATE ISSUED

Jan 9,2007

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

COUNTY HEALTH OFFICER
REGISTRAN OF VITAL STATISTICS

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



CERTIFICATION OF TRUSTEES UNDER TRUST

(California Probate Code Section 18100.5)

We, Carl Bartlett and Jeannie Marie Bartlett, being of legal age, declares under penalty of perjury: 1. Declarant(s) certify the existence of the following described Trust and state that he/she/they are all of the current trustees: Name of Trust: The Carl Bartlett and Jeannie Marie Bartlett Trust Date of Trust: 10/06/2009 Trustor(s)/Settlor(s): Carl Bartlett and Jeannie Marie Bartlett Original Trustee(s): Carl Bartlett and Jeannie Marie Bartlett Trust Identification, Social Security or Employer Identification 2. Declarant(s) state that the Trust is in full force and effect and has not been revoked, terminated or otherwise amended in any manner which would cause the representations in this Certification to be incorrect. The name(s) of all persons who have any power to revoke the trust are: Carl Bartlett and Jeannie Marie Bartlett Declarant(s) state the following named trustee(s) is/are full empowered to act for said Trust and is/are properly exercising his/her/their authority under said Trust in negotiating for, contract for and executing the document(s) attached hereto, and that no trustee(s) other than the following named trustees are necessary under the Trust to sign said document(s): Trustees authorized to sign: Carl Bartlett and Jeannie Marie Bartlett Nature of document: Assignment of Right to Collect Excess Proceeds Date of document: tuguist 29th 2016 4. Declarant(s) state that to the best of their knowledge, there are no claims, challenges of any kind or cause of action alleged, contesting or questioning the validity of the Trust or the trustee's authority to act for the Trust. 5. This Declaration is prepared and executed pursuant to California Probate Code Section 18100.5. Signed under penalty of periury, Mis 241 May of Signature CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. County of L. A.A Tenh hi A Gartle++ who proved to , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

GD Number: 24909-196627



AFFIDAVIT

We, Carl Bartlett and Jeannie Marie Bartlett hereby declare:

- 1. We are over the age of 18 and a residents of Albany, OR. The facts set forth herein are true of our own personal knowledge. If called to testify as a witness in a judicial proceeding, We could, and would, testify truthfully and competently thereto.
- 2. We, Carl Bartlett and Jeannie Marie Bartlett are one and the same persons who are noted as the Trustees of the Carl Bartlett and Jeannie Marie Bartlett Trust on the Quitclaim Deed as Document Number: 2009-0531465, recorded on 10/14/2009 in Riverside County, CA.
- 3. I, Carl Bartlett am one and the same person as Carl J. Bartlett

Number <u>378-141-020-4</u> .	veries, Ltd., for <u>Riverside</u> County Assessors Parcel
We declare under penalty of perjury that the foregoing is a	true and correct. Executed this _ day of
* Cal Ball Trustee	* Jamie M. Bast Do Toustee
Carl Bartlett as Trustee of The Carl Bartlett and Jeannie Marie Bartlett Trust	Jeannie Marie Bartlett as Trustee of The Carl Bartlett and Jeannie Marie Bartlett Trust

JURAT

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

State of Oregun

County of Linh

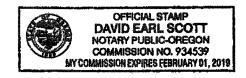
Subscribed and sworn to (or affirmed) before me on this

29 Hoday of August 20 16, by Date Month Year Carl Bartlet, Jensus Name of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Pail Fught
Signature of Notary Public

(Place Notary Seal Above)



CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

Riverside County Treasurer and Tax Collector To: Assessor's Parcel No: 378141020-4 Tax Sale Number: TC 203 Item Number: 246 Date of Sale: 4/30/2015 The undersigned claimant, Global Discoveries, Ltd., claims \$109,969.19+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above. Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation: Please refer to Claim Summary and attached Documents I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. day of Seoseway, 2016 at Modesto, California. Executed this By: Global Discoveries Ltd. Tax ID# P.O. Box 1748 Modesto, CA 95353-1748 CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of STANISIAUS before me, Pat (here insert name and title of the officer) , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(6) on the instrument the person(6), or the entity upon behalf of which the person(6) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. (seal)

Stanislaus County

GD Number: 24909-196627

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY (SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS) Don Kent, Treasurer-Tax Collector To: Re: Claim for Excess Proceeds 2016 JUN 23 AM 11: 35 TC 203 Item 246 Assessment No.: 378141020-4 AIVERSIDE COUNTY Assessee: BARTLETT, CARL TR & JEANNIE MARIE TR POSTMARKED 10-20-16 Situs: 17330 BROMLEY AVE LAKE ELSINORE 92530 Date Sold: May 5, 2015 Date Deed to Purchaser Recorded: June 18, 2015 Final Date to Submit Claim: June 20, 2016 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. 309-0531455 : recorded on 10/6/09 . 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 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. ionature of Claimerit

Phone Number

email: zultara @ gmail-com

sco 8-21 (1-89)



Ph: 209-593-3900 or 800-370-0372 Fx: 209-549-9299

Fx: 209-549-9299 Info@gd-ltd.com

1120 13th Street, Suite A Modesto, CA 95354

CLAIM SUMMARY

Date:

September 2, 2016

To:

Riverside County Treasurer and Tax Collector

Assessors Parcel Number:

378141020-4

Last Assessee:

BARTLETT CARL & JEANNIE MARIE

Sale Date:

4/30/2015

TC: Item Number:

TC 203 246

Deadline:

6/18/2016

Dear Treasurer/Tax Collector:

1. Claimant(s): GI

Global Discoveries, Ltd.

Please note, Jeannie Marie Bartlett and Carl Bartlett have appointed Global Discoveries. Ltd. to take over the claim they original filed on their own behalf with Riverside County and enclosed is the supporting documentation that applies to the claim Global has now acquired.

- Quitclaim Deed granting interest to Carl Bartlett and Jeannie Marie Bartlett, Trustee of the Carl Bartlett and Jeannie Marie Bartlett Trust as Document Number: 2009-0531465, recorded on 10/14/2009 in Riverside County, CA.
- 2. Carl Bartlett and Jeannie Marie Bartlett Trust <u>Please Note: Page 1 of the Trust names Carl Bartlett and Jeannie Marie Bartlett as the Trustors and Trustees of the Trust</u>
 - a. Please Note: Schedule A of the Trust lists the 17330 Bromley Ave. Lake Elsimore, CA 92530 address as Trust Estate Property; this is one and the same address that is noted on the above referenced Quitclaim Deed.
- 3. Certification of Trust
- 4. Affidavit
- Assignment of Rights To Collect Excess Proceeds signed by Carl Bartlett and Jeannie Marie Bartlett as
 Trustees of The Carl Bartlett and Jeannie Marie Bartlett Trust
- 6. Claim form(s) signed by Global Discoveries
- 7. Copy of SS Card for Carl J Bartlett Please Note: Carl's SS Number is one and the same as the Trust Identification Number for the Carl Bartlett and Jeannic Marie Bartlett Trust.
- 8. Photo ID for Assignors: Carl Bartlett and Jeannie Marie Bartlett

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

 One warrant in the amount of \$109,969.19 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 7016-1370-0000-0362-5623

GD Number: 24909-196627

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

E-mail: Uclaico.riverside.ca.us www.countytreasurer.org



COUNTY OF RIVERSIDE TREASURER-TAX COLLECTOR

Palm Desert Office 38-686 El Cerrito Road Palm Desert, CA 92211

Temecula Office 49935 County Center Drive, Suite C Temecula, CA 92591

July 22, 2015

BARTLETT, JEANNIE MARIE TR 405 QUEEN AVE SE ALBANY, OR 97322-3367

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 378141020-4

Item: 246

Situs Address: 17330 Bromley Ave Lake Elsinore 92530

Assessee: Bartiett, Carl Tr & Jeannie Marie Tr

Date Sold: May 5, 2015

Date Deed to Purchaser Recorded: June 18, 2015 Final Date to Submit Claim: June 20, 2016

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

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 contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3336.

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,

DON KENT TREASURER-TAX COLLECTOR

<u>Jewyer Pozicul</u>

117-170(Rev. 5-03)

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

VENEWSE STOR OF THIS DOCUMENT LOK I	s a "party of interest" must URTHER INSTRUCTIONS.	be provided at the time this document is	filed with the Treesurer-Tex Collector. PLEASE SE
of excess proceeds available for refund is s	ght to apply for and collect Sale Number TC 203, Item 3 109,959,19+/- an THIS RIGHT OF COLLECTION re relating to the value of t	the excess proceeds which you are holdin 246 sold at public auction on 4/30/20 of that I AM GIVING UP MY RIGHT TO FILE that I AM GIVING UP MY RIGHT TO FILE (assignment) TO THE ASSIGNEE. I cer his fight I am assigning.	g and to which I am entitled from the sale of LS . I understand that the tota A CLAIM FOR THEM. FOR VAULABLE tify under penalty of parjury that I have disclosed
(Signature of Party of Interest/Assignor)	Dete Wind	Carl Bartiett as Trustee of The Carl Bartiett (Name Pri	att and Jeannie Marie Bartlett Trust nted)
(Signature of Party of Interest/Assignor)	08/29/2018	oannie Marie Bartlett as Trustee of The (Name Pri	Cari Bartiett and Jeannie Marie Bartiett Trust nted)
Tax IO/55#	NB	2144 Geary St SE Apt 2 (Address)	reconstruction of the state and the state an
		Albany, OR, 97322-5300 (City/State	/Zip)
	CERTIFICATE OF AC	541-231-7995 (Area Code/Telephol KNOWLEDGEMENT OF ROTARY PL	
A notary public or other officer comple attached, and not the truthfulness, ac	ating this certificate verifier zuracy, or validity of that o	s only the identity of the individual who sig locument.	ned the document to which this certificate is
State of Chagon County of Linh			
on 8/29/2016 before me.	David Scott	Notary Public	
(Date) Carl J B	av (hore insert name and	title of the officer)	one or the period of well-from an income to be
the person(s) whose name(s) is/are su authorized capacity(ies), and that by hi executed the instrument.			e/she/they executed the same in his/her/their titly upon behalf of which the person(s) acted,
I certify under PENALTY OF PERJURY und	ler the laws of the State of	California that the foregoing paragraph is	true and correct.
WITHEST my hand and official soul.	-(seal)	OFFICIAL SYAMP DAVID EARL, SCOTT	
Signature of Notary Public		NOTARY PUBLIC-OFFIGON COMMISSION NO. 934539	
and responsible form and record of which I are	n aware relating to the val-	es of the right he is assigning, that I have O FILE A CLAIM ON HIS OWN WITHOUT A	ursuant to Section 4675 of the California Revenue disclosed to him the full amount of excess SSIGNING THAT RIGHT.
(Signature of Assignee)	***************************************	Jed Byerly, Managing Membe (Name Printed	
Tax ID/SS#	- Control of the Cont	Global Discoveries Ltd.	
		(Address) P.O. Box 1748	
		Modesto, CA 95353-1748 (City/State/Z	1 p)
an esta de la caracte	CERTIFICATE OF AC	Phone: <u>(209) 593-3913</u> CNOWLEDGEMENT OF NOTARY PU	BLIC
A notary public or other officer comple attached, and not the truthfulness, ac	ating this certificate verifies curacy, or validity of that d	only the identity of the individual who sig ocument.	ned the document to which this certificate is
State of California			The second secon
Country of Stanislaus	``		
On 4 10 Date) before me,	Patricia Prasua-	Notany RAN L personally appears	ed
the person(s) whose name(s) is/ase su authorized capacity(as/), and that by hi executed the instrument.	bscribiod to the within inco	Timbort and erbraularized to me that h	me on the basis of satisfactory evidence to be e/she/thay executed the same in his/he/cheir tity upon behalf of which the person(p) acted,
	er the laws of the State of	California that the foregoing paragraph is	true and correct.
Signature of Notable Public	(seal)	PATRICIA PRASAD Continission & 2127847 Notary Public - Colliconis Stanislama County y Gorran, Expires Sep 18, 2019	117-174 (3/85) (Ret-Perm)

RECORDING REQUESTED BY and

When Recorded Mail to:

Mr. & Mrs. Carl Bartlett 17330 Bromley Avenue Lake Elsinore, CA 92530 10/14/2009 08:00R Fee:9.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

DOC # 2009-0531465



,	S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
						~~~				3
	M	А	l.	465	426	PCÓR	NCOR	SMF	NCHG	EXAM
	DT	10				$\mathbf{Y}_{f:}$		CTY	UNI	703

MAIL TAX STATEMENTS TO ABOVE ADDRESS

(P)



# QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

<u>Carl Bartlett</u> does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to <u>Carl Bartlett and Jeannie Marie Bartlett, Trustee</u> of the Carl Bartlett and Jeannie Marie Bartlett Trust the real property in the <u>City of Elsinore</u>, County of <u>Riverside</u>, State of <u>California</u>, described as follows:

LOT 264 OF COUNTRY CLUB HEIGHTS, UNIT "H", AS SHOWN BY MAP ON FILE IN BOOK 18, PAGES 5 AND 6 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

A.P.N. <u>378-141-020</u> Dated 10-60-09	CARL BARTLETT	
STATE OF CALIFORNIA COUNTY OF PLANSE	) ) ss: )	
On 10/6/2009 before me,		, Notary Public,
is/are subscribed to the within instrument and ac	roved to me on the basis of satisfactory evidence to knowledged to me that he/she/they executed the same on the instrument the person(s), or the entity upon	be the person(s) whose name(s) ne in his/her/their authorized
I certify under PENALTY OF PERJURY under	the laws of the State of California that the foregoing	paragraph is true and correct.

WITNESS my hand and official seal

There Whyns



# **DECLARATION OF TRUST**

made as of 10/06/09

by

Carl Bartlett
and
Jeannie Marie Bartlett

**Trustors** 

and

Carl Bartlett and Jeannie Marie Bartlett

Trustees

Prepared by: Liberty Trust Preparation 5020 Campus Drive Newport Beach, CA 92660 (949) 752-7477 (800) 922-7764

# TABLE OF CONTENTS

Article	Title
One	Directions of Trustors
Two	Incapacity of Trustors
Three Trust Distribution Upon 1	Death of Surviving Trustor
Four	Guardianship
Five Retention of	Share(s) for Special Needs
Six	Payment of Debts
Seven Trustors'	Right to Revoke or Amend
Eight	Powers of Trustee
Nine	. Appointment of Trustee
Ten	Accounts of Trustee
Eleven Decisions	s of Trustee are Conclusive
Twelve	No Contest
Thirteen	Simultaneous Death
Fourteen Rights of Benef	ficiaries are not Assignable
Fifteen	Community Property
Sixteen	Construction
Seventeen	Binding Effect
Eighteen	Trust Name

#### **DECLARATION OF TRUST**

#### WITNESS

WHEREAS, the Trustors are the owners of the property more particularly described in Schedule A attached hereto and made a part hereof; and

WHEREAS, the Trustors married and have one child of this marriage namely: Cassandra J. Bartlett born October 17, 2007.

Jeannie Marie Bartlett has two children of a previous marriage, namely Vivian M. Hall born January 1, 1992 and Marcus A. Hall born November 23, 2001; and

WHEREAS, the Trustors desire to create a revocable trust of the property described in Schedule A hereto, together with such monies, securities and other assets as the Trustee hereafter may hold or acquire hereunder (said property, monies, securities and other assets, together with any additions thereto received pursuant to the Trustors' Last Will and Testaments or otherwise, being hereinafter referred to as the "trust estate"), for the purposes and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Trustors hereby transfer, convey, assign and deliver to the Trustee as and for the trust estate the property more particularly described in Schedule A hereto, to hold the same, and any other property which the Trustee hereafter may acquire. IN-TRUST, for the purposes and upon the terms and conditions hereinafter set forth:

#### ARTICLE ONE

#### **Directions Of Trustors**

The Trustee shall hold, manage, invest and reinvest the trust estate, shall collect the income therefrom, and shall pay any part or all of the income and principal to whomever the Trustors from time to time may direct in writing. With regard to separate property contributed by either Trustor, only the Trustor who contributed such separate property may give directions to the Trustee to pay the income or principal of such separate property. Any income not so paid or applied shall be accumulated and added to the principal of this trust at least quarter-annually.

#### ARTICLE TWO

#### **Incapacity of Trustors**

If at any time either or both of the Trustors, as certified by such individuals then attending physician, shall be unable to manage properly their affairs by reason of illness or mental or physical disability (whether or not a court of competent jurisdiction has declared either of the Trustors incompetent or mentally ill or has appointed a conservator or other legal representative for either of the Trustors), the then serving Trustee may pay or apply so much or all of the net income and the principal of the trust estate as the then serving Trustee deems necessary or advisable for the health, education, maintenance or support of the Trustors. Any income not so paid or applied shall be accumulated and added to the principal of this trust at least quarter-annually.

In making any payment hereunder, the then serving Trustee may consider, but shall not be required to consider, the income and other resources of the Trustors.

If only one of the Trustors is incapacitated, the non-incapacitated Trustor may continue to withdraw or direct the payment of the income and principal of community property and of the separate property contributed by the non-incapacitated Trustor. Income or principal of community property so withdrawn or paid shall be held, administered and disposed of as community property by the non-incapacitated Trustor.

When in the process of determining the incapacity for either or both of the Trustors, all individually identifiable health information and medical records may be released to the nominated Trustee or Successor Trustee to include any written opinion relating to the incapacity. The release authority applies to any information governed by the Health Insurance Portability and Accountability Act 42 USC 1320d and 45 CFR 160-164, and applies even if that person has not yet been appointed Successor Trustee.

I instruct that my agent(s) be treated as I want to be treated with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act, 42 USC 1320d and 45 CFR 160-164.

#### ARTICLE THREE

# Trust Distribution Upon Death of Surviving Trustor

Upon the death of the surviving Trustor, the Trustee(s) shall apply and distribute the net income and principal of the resulting Trust Estate to Trustor's beneficiaries as follows:

Cassandra J. Bartlett, Trustors' Daughter, One-hundred percent (100%)

It is the specific intent of Trustors that Vivian M. Hall and Marcus A. Hall receive nothing at all from the Trust Estate.

The amount of the beneficiary's share shall be adjusted for the amount of any advances made by Trustors or indebtedness to the Trustors.

- a) If any beneficiary to whom Trustee is directed in a preceding provision hereof to distribute any share of Trust principal is under the age of twenty-five (25) years when the distribution is to be made and if no other trust is then held under this instrument for the beneficiary's primary benefit, the beneficiary's share shall vest in interest indefeasibly but Trustee may, in his or her own discretion, continue to hold it as a separate Trust for such period of time as Trustee deems advisable but not after the time the beneficiary reaches the age of twenty-five (25) years, in the meantime using so much of the income and principal as Trustee determines to be required in addition to the beneficiary's other income from all sources known to Trustee and reasonable available for these purposes, for the beneficiary's reasonable support, comfort and education and adding any excess income to principal at the discretion of the Trustee.
- b) If any beneficiary for whom a share of the Trust Estate has been set aside should fail to survive the Trustor(s), then the Trustee shall distribute all of the balance of such deceased beneficiary's share of the Trust Estate to his or her surviving issue on the principle of representation (subject to paragraph (a) above). If there should be no such surviving issue, then all of the balance of such deceased beneficiary's share of the Trust Estate shall be added equally to the other shares set aside for the benefit of the Trustor's other living beneficiaries and for the benefit of the surviving issue of each of the Trustor's deceased beneficiaries who leave issue surviving, as hereinabove provided.
- c) If all of the Trustor's beneficiaries and their issue should fail to survive the Trustor(s), all of the Trust Estate not disposed of as hereinabove provided shall be distributed one-half (½) to the persons who would then be the heirs of the Trustor husband and the other one-half (½) to the persons who would then be the heirs of the Trustor wife. The identities and respective shares of the aforesaid heirs are to be determined in accordance with intestate succession laws of the State of California then in effect relating to the succession of separate property not acquired from a predeceased spouse. If either of the Trustors have no such heirs, then all of the Trust Estate shall be distributed to the aforesaid heirs of the other.

#### ARTICLE FOUR

#### **Guardianship**

Upon the death of the surviving Trustor, if Trustors' daughter, namely: Cassandra J. Bartlett born October 17, 2007 is under the age of eighteen (18) years, Trustors appoint Larry and Vivian E. Nielsen as guardian of the person of the minor child. If Larry and Vivian E. Nielsen are unable or unwilling to act, Trustors appoint Michael and Sara Hundshamer as guardian of the person of the minor child.

#### ARTICLE FIVE

# Retention of Share(s) for Special Needs

In the event that any of our beneficiaries are receiving special benefit payments from any government agency, the Trustee shall retain IN-TRUST the share for each such beneficiary on the following terms and conditions.

Each such share of the Trust is to provide supplemental, not replacement, financial aid to the beneficiary government benefits. The Trustee shall hold, administer and distribute all property allocated to this beneficiary's trust as follows:

The Trustee, in his/her absolute discretion, shall pay to or for the beneficiary as much of the net income and principal as the trustee considers reasonably necessary for the beneficiary's health, education, support, comfort, welfare or happiness to maintain at a minimum the beneficiary's accustomed manner of living.

In making distributions, the Trustee (1) may consider any other income or resources of the beneficiary known to the Trustee and reasonably available; (2) may take into consideration all entitlement benefits from any governmental agency (such as social security, disability payments, Medicare, Medicaid, Medi-Cal, welfare, supplemental security income) and any other special purpose benefits: (3) may make expenditures to make the beneficiary's lifestyle comfortable and enjoyable (such as spending money, travel funds, payments for a companion, additional health care, personal luxuries, radios, television sets, money for gifts to friends and relatives); (4) shall not be obligated or compelled to make such payments: and (5) shall not pay or reimburse any amounts to any government entity.

In the event of the death of this beneficiary, or if the Trustee determines in the Trustee's absolute discretion that this trust may be subject to garnishment, attachment, execution or bankruptcy proceedings by a creditor, including any governmental agency, or if a court or governmental agency determines that this Trust disqualifies the beneficiary from any entitlement benefits; to avoid financial loss the Trustee, in the Trustee's absolute discretion may, and in the event of the beneficiary's death shall, distribute all of the remaining principal and income of this Trust in equal shares to the Trustors other named beneficiaries herein.

#### ARTICLE SIX

#### Payment Of Debts

Upon the death of either of the Trustors, the Trustee may pay from the deceased Trustor's share of the principal of the trust estate the amount of any estate or death taxes, by whatever name called, imposed under the laws of any jurisdiction by reason of either of the Trustors' deaths, whether in respect of property passing under this Agreement or either of the Trustors' Last Will and Testaments or otherwise, and the amount of all of the debts which the Trustors' estates must

pay, the expenses of their last illness and funerals, and the expenses of administering their estates. The Trustee may rely upon the written certification of the executors, administrators or legal representatives of either of the Trustors' estates as to the amount of any such tax, debt or expense, without any duty to inquire as to the correctness thereof, and, in its discretion, may make payment thereof either to said executors, administrators or legal representatives or to the taxing authority or person to whom such amount is owed.

#### ARTICLE SEVEN

# Trustors' Right To Revoke Or Amend

During the lives of both of the Trustors, this Agreement may be revoked in whole or in part: with respect to community property, by a written notice signed by either Trustor and delivered to the Trustee and the other Trustor; and with respect to separate property, by a written notice signed by the Trustor who contributed that property and delivered to the Trustee. On revocation, the Trustee shall deliver to the Trustors all or the designated portion of the community property and shall deliver to the contributing Trustor all or the designated portion of the separate property. All community property delivered to the Trustors on revocation shall continue to be the community property of the Trustors and shall be held and administered as community property.

The Trustors, at any time during the lives of both of the Trustors, may amend this Agreement by a written notice signed by both of the Trustors and delivered to the Trustee. With regard to the separate property of either Trustor, only the Trustor who contributed such separate property may amend this Agreement with respect to such separate property. No amendment of this Agreement, however, shall increase the obligations or reduce the commissions of the Trustee without the consent of the Trustee.

Upon the death of either of the Trustors, this Agreement shall become irrevocable with respect to the property contributed by the deceased Trustor; however, the surviving Trustor may revoke this Agreement with respect to the property contributed by the surviving Trustor.

#### ARTICLE EIGHT

#### POWERS OF TRUSTEE

In the administration of any property, real or personal, at any time forming a part of the trust estate, including accumulated income, and in the administration of any trust created hereunder, the Trustee, in addition to and without limitation of the powers conferred on trustees under California Probate Code Section 16200 et seq., as amended or any successor thereto, or otherwise provided by law, shall have the following powers to be exercised in the absolute discretion of the Trustee, except as otherwise expressly provided in this Agreement:

- (a) To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such retention may have upon the diversity of investments;
- (b) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the Trustee may deem advisable;
- (c) To invest and reinvest in common or preferred stocks, securities, investment trusts, bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments:
- (d) To render liquid the trust estate or any trust created hereunder in whole or in part, at any time and from time to time, and to hold unproductive property, cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable;
- (e) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder;
- (f) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges;
- (g) To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities;
- (h) To trade on margin: The Trustee shall be empowered to maintain a margin account with a stock brokerage firm, to execute all documents necessary for the opening and maintenance thereof, to borrow money from a brokerage firm, to pledge securities owned by the Trust as collateral and to grant a security interest therein, and to permit the stock brokerage firm to re-lend these securities in the ordinary course of its business.
- (i) To trade options: The Trustee shall be empowered to maintain a stock and index option account with a stock brokerage firm, to execute all documents necessary for the opening and maintenance thereof, and to buy, sell and otherwise trade stock and

index options, including puts and calls, whether or not covered by the underlying securities held in the brokerage account.

- (j) To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of a nominee;
- (k) To initiate or defend, at the expense of the trust estate, any litigation relating to this Agreement or any property of the trust estate which the Trustee considers advisable, and to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estate or any trust created hereunder against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of notes, bonds and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable;
- (1) To borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property;
- (m) To possess, manage, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage, deed of trust or similar instrument thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and except in the case of the Marital Deduction Trust, advance any income of the trust for the amortization of any mortgage, deed of trust or similar instrument on property held in the trust;
- (n) To purchase from the legal representatives of the estate of either of the Trustors or from the trustees of any trust established by either of the Trustors any property constituting a part of such estate or trust at its fair market value and to make loans for adequate consideration to such legal representatives or trustees, upon such terms and conditions as the Trustee may determine in the absolute discretion of the Trustee;

- (o) To carry insurance of the kinds and in the amounts which the Trustee considers advisable, at the expense of the trust estate, to protect the trust estate and the Trustee personally against any hazard;
- (p) To make distribution of the trust estate or of the principal of any trust created hereunder in cash or in kind, or partly in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, and to determine the fair valuation of the property so allocated, with or without regard to the tax basis; to hold the principal of separate trusts in a consolidated fund and to invest the same as a single fund; to split trusts for purposes of allocating GST exemptions (within the meaning of Section 2642(a) of the Internal Revenue Code); and to merge any trusts which have substantially identical terms and beneficiaries, and to hold them as a single trust;
- (q) To employ and pay the compensation of accountants, attorneys, experts, investment counselors, custodians, agents and other persons or firms providing services or advice, irrespective of whether the Trustee may be associated therewith; to delegate discretionary powers to such persons or firms; and to rely upon information or advice furnished thereby or to ignore the same, as the Trustee in its discretion may determine;
- (r) To execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers; and
- (s) To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in their own right might lawfully exercise, do or enter into.

Except as otherwise provided herein, the Trustee may determine, when there is reasonable doubt or uncertainty as to the applicable law or the relevant facts, which receipts of money or other assets should be credited to income or principal, and which disbursements, commissions, assessments, fees and other expenses should be charged to income or principal. Administrative expenses may be allocated to income provided that no allocation of administrative expenses shall be made to income that would require a reduction in the estate tax marital deduction pursuant to Section 2056(b)(4) of the Internal Revenue Code. Any distributions or dividends payable in the stock of a corporation, and rights to subscribe to securities or rights other than cash declared or issued by a corporation, shall be dealt with as principal. The proceeds from the sale, redemption or other disposition, whether at a profit or loss, and regardless of the tax treatment thereof, of any property constituting principal, including mortgages or similar instruments and real estate acquired through foreclosure or otherwise, shall normally be dealt with as principal, but the Trustee may allocate a portion of any such proceeds to income if the property disposed of produced no income or substantially less than the current rate of return on trust investments, or if the Trustee shall deem such action advisable for any other reason. The preceding provisions of this paragraph shall not be deemed to authorize any act by the Trustee which may be a violation of any law prohibiting the accumulation of income.

No person who deals with any Trustee hereunder shall be bound to see to the application of any asset delivered to such Trustee or to inquire into the authority for, or propriety of, any action taken or not taken by such Trustee.

Notwithstanding anything to the contrary contained herein, in case of the Marital Deduction Trust, none of the powers granted to the Trustee herein or by law shall be exercised in such a manner as to disqualify such trust or any part thereof from the marital deduction.

Notwithstanding anything to the contrary contained herein, during such time as any current or possible future beneficiary of any trust created hereunder (other than the Trustors during the lives of both of the Trustors or the surviving Trustor with respect to Share A) may be acting as a Trustee hereunder, such person shall be disqualified from exercising any power to make any discretionary distributions of income or principal to himself or herself (unless the discretion to make such distributions is limited by an ascertainable standard within the meaning of Section 2041(b)(1)(A) of the Internal Revenue Code), or to satisfy any of his or her legal obligations, or to make discretionary allocations of receipts or disbursements as between income and principal. No Trustee who is a current or possible future beneficiary of any trust hereunder (other than the Trustors during the lives of both of the Trustors or the surviving Trustor with respect to Share A) shall participate in the exercise of any powers of the Trustee which would cause such beneficiary to be treated as the owner of trust assets for tax purposes.

No Trustee shall be liable for acts or omissions in administering the Trust Estate or any Trust created by this Agreement, except for that Trustee's own actual fraud, gross negligence or willful misconduct. If any Trustee becomes liable as Trustee to any other person who is not a beneficiary in connection with any matter not within the Trustee's control and not due to the Trustee's actual fraud, gross negligence or willful misconduct, such Trustee shall be fully indemnified and held harmless by the trust estate and any trust created hereunder giving rise to such liability, as the case may be, against and in respect of any damages that such Trustee may sustain, including without limitation attorneys' fees. No successor Trustee shall incur any liability, by reason of qualifying as a Trustee hereunder, for the acts or omissions of any predecessor Trustee.

The Trustee is authorized, but not required, to accept any property transferred to the Trustee by any person during such person's lifetime or by such person's Last Will and Testament. Any property so transferred to, and accepted by, the Trustee shall become a part of such trust or trusts created by this Agreement as such person shall direct and may be commingled with the other property in the trust or trusts to which such property has been added and shall be held, administered and disposed of as a part of such trust or trusts.

#### ARTICLE NINE

# Appointment Of Trustee

The Trustors appoint Successor Trustee(s) in the following order of succession:

- (a) The undersigned Trustors. CARL BARTLETT and JEANNIE MARIE BARTLETT;
- (b) Upon the death, resignation or incapacity of either Trustor, the surviving Trustor shall act as sole Trustee and carry out the terms and provisions of this Trust Agreement as set forth herein.
- (c) In the event of the death, resignation or incapacity of the surviving Trustor or the resignation or incapacity of both Trustors, the Trustors hereby appoint Sara Hundshamer as Temporary Successor Trustee until Cassandra J. Bartlett attains the age of eighteen (18) years and appoint Cassandra J. Bartlett upon attaining the age of eighteen (18) years as sole successor Trustee hereunder.
- (d) A Trustee chosen by the majority of beneficiaries, with a parent or legal guardian voting for minor beneficiaries; provided, however, that the issue of any deceased beneficiary shall collectively have only one vote.

Where a signature is required in order to exercise any powers conferred on the Trustees hereunder or by applicable law, the signature of any one Trustee may be relied upon by any third party as sufficient and binding.

The term "Trustee" wherever used herein shall mean the trustee or trustees in office from time to time. Any such trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.

No bond, surety or other security shall be required of any Trustee acting hereunder for the faithful performance of the duties of Trustee, notwithstanding any law of any State or other jurisdiction to the contrary.

#### ARTICLE TEN

#### Accounts Of Trustee

The Trustee, at any time and from time to time, may render to the Trustors an account of the acts and transactions of the Trustee with respect to the income and principal of any trust created hereunder, from the date of the creation of such trust or from the date of the last previous account of the Trustee. After the death of the Trustors, the Trustee, at any time and from time to time, may render an account to the living person or persons who are entitled, at the time of such account, to receive all or a portion of the income of the trusts herein created. The approval of any

person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall, as to all matters stated therein, be final and binding upon him or such minor or incompetent person, or any persons claiming through him or such minor or incompetent person, as the case may be. A person of full age, or a guardian or parent of a minor or incompetent person, to whom an account is rendered shall be deemed to have approved the account if he assents to the account in writing or if he does not communicate to the Trustee his written objections to the account within sixty days after the receipt of the account (provided the account was accompanied by a notice of said sixty day period within which to raise objections).

The Trustors shall have full power and authority on behalf of all persons interested in any trust hereunder, whether such interest relates to income or principal, to settle any account of the Trustee. Such settlement shall be final and binding upon all persons so interested in such trust. Upon such settlement, the Trustee shall be fully and completely discharged and released from all further liability with respect to acts and transactions set forth in the account so settled.

The Trustee shall not be required at any time to file any account in any court, nor shall the Trustee be required to have any account judicially settled. Nothing herein, however, shall be construed as limiting the right of the Trustee to seek a judicial settlement of any account.

### ARTICLE ELEVEN

# **Decisions Of Trustee Are Conclusive**

The determination of the Trustee in respect of the amount of any discretionary payment of income or principal from any trust established hereunder, and of the advisability thereof, shall be final and conclusive on all persons, whether or not then in being, having or claiming any interest in such trust, and upon making any such payment, the Trustee shall be released fully from all further liability or accountability therefor.

The right of any beneficiary to any payment of income or principal shall in every case be subject to any charge or deduction which the Trustee may make against the same under the authority granted to the Trustee by any law or by this Agreement.

#### ARTICLE TWELVE

#### No Contest

If any beneficiary under this Agreement, alone or in conjunction with any other person or persons, contests, directly or indirectly, as defined in California Probate Code §21300(b) and (c) in any court the validity of this Agreement, any trust created hereunder, the Last Will and Testament of either of the Trustors or any provision thereof, or seeks to obtain an adjudication in any proceeding in any court that this Agreement, any trust created hereunder, the Last Will and Testament of either of the Trustors or any provision thereof is void, or otherwise seeks to void,

nullify or set aside any of the foregoing, then that person's right to take any interest given to him or her by this Agreement shall be determined as if such person had predeceased the execution of this Agreement without surviving issue. The provisions of this Article shall not apply to any disclaimer by any person of any benefit under this Agreement or under any Will.

The Trustee may defend, at the expense of the trust estate, any contest or other attack of any nature on this Agreement, any trusts created hereunder or any provision thereof.

#### ARTICLE THIRTEEN

#### Simultaneous Death

If the Trustors die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, each Trustor shall be deemed to have survived the other, and this instrument shall be construed accordingly. If any beneficiary and either or both Trustors die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, the Trustor or Trustors shall be deemed to have survived the beneficiary, and this instrument shall be construed accordingly.

#### ARTICLE FOURTEEN

# Rights Of Beneficiaries Are Not Assignable

No disposition, charge or encumbrance on the income or principal of any trust established hereunder shall be valid or binding upon the Trustee. No beneficiary shall have any right, power or authority to assign, transfer, encumber or otherwise dispose of such income or principal or any part thereof until the same shall be paid to such beneficiary by the Trustee. No income or principal shall be subject in any manner to any claim of any creditor of any beneficiary or liable to attachment, execution or other process of law prior to its actual receipt by the beneficiary.

#### ARTICLE FIFTEEN

# Community and Separate Property

All community property transferred to the Trustee pursuant to this Agreement, the income therefor and the proceeds from the sale thereof shall retain its character as such, notwithstanding the transfer to the Trustee. Any power reserved to the Trustors to alter, amend, modify or revoke this Agreement, in whole or in part, is held by the Trustors during their joint lifetimes in their capacity as managers of the community property, subject to all restrictions imposed by law on their management of community property. In no event shall the powers granted to the Trustee under this Agreement during the joint lifetimes of the Trustors be more extensive than those powers possessed by a husband and wife under Sections 1100 and 1102 of the California Family Code. Any community property returned to either of the Trustors, whether due to a revocation.

withdrawal or other distribution, shall remain the community property of the Trustors and not the separate property of either Trustor.

Similarly, all quasi-community property or separate property of either Trustor, the income therefor and the proceeds from the sale thereof shall retain its character as quasi-community property or separate property during the joint lifetimes of the Trustors, unless the property was on or before its transfer described as community property.

For purposes of this Agreement, co-called "quasi-community property" shall be deemed to be the separate property of the Trustor who contributed it, rather than community property. Treatment of quasi-community property as separate property for purposes of this Agreement, however, shall not convert such quasi-community property into true separate property. The separate property of each Trustor and the community property shall be accounted for separately by the Trustee.

### ARTICLE SIXTEEN

#### Construction

The validity and construction of this Agreement and the trusts created hereunder shall be governed by the laws of the State of California. Notwithstanding the foregoing, validity and construction of this Agreement and any trust created hereunder with respect to any real property located in any jurisdiction outside of the State of California shall be governed by the laws of such jurisdiction.

Any provision herein which refers to a statute, rule, regulation or other specific legal reference which is no longer in effect at the time said provision is to be applied shall be deemed to refer to the successor, replacement or amendment to such statute, rule, regulation or other reference, if any, and shall be interpreted in such a manner so as to carry out the original intent of said provision.

For purposes of this Agreement, the incapacity of an individual (including either of the Trustors or any Trustee) shall be conclusively established by written statements signed by two licensed physician and filed with the records of any trust established hereunder attesting that, in such physicians' opinion, such individual is unable to manage his or her affairs. Such written statements shall be conclusive evidence of such fact, and any third party may rely on same in dealing with any trust established hereunder and shall not be obliged to inquire whether such individual is no longer under such disability or incapacity at the time of such dealings.

Wherever used in this Agreement and the context so requires, the masculine shall include the feminine and the singular shall include the plural, and vice versa.

The captions in this Agreement are for convenience of reference, and they shall not be considered when construing this Agreement.

If under any of the provisions of this Agreement any portion of the trust estate would be held in trust beyond a date twenty-one years after the death of the last survivor of the Trustors and the issue of the Trustors and other beneficiaries hereunder in being when this Agreement becomes irrevocable; then, upon such date, the trust of such portion shall terminate and the principal, and any unpaid income thereof, shall be paid and distributed to the person or persons then living who would have been entitled to receive the income therefrom had the trust continued, in the proportions to which they would have been so entitled.

#### ARTICLE SEVENTEEN

#### Binding Effect

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned Trustors and upon the Trustee acting hereunder.

# ARTICLE EIGHTEEN

#### **Trust Name**

This Agreement and the trusts created hereunder may be referred to, in any other instrument, by the name: The Carl Bartlett and Jeannie Marie Bartlett Family Trust. Any transfers to this Agreement or any trust hereunder may refer to the aforesaid name or to Carl Bartlett and Jeannie Marie Bartlett as Trustees under The Carl Bartlett and Jeannie Marie Bartlett Family Trust, with or without specifying any change in Trustee or any amendment to this Agreement.

The Trustors certify that they have read this Agreement and that it correctly states the terms and conditions under which the trust estate is to be held, managed and disposed by the Trustee.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

CARL BARTLETT , Trustor/Trustee

JEANNIE MARIE BARTLETT, Trustor/Trustee

STATE OF CA	ALIFORNIA
STATE OF CA	Drange

}ss

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

REBECCA MCDONNELL COMM. #1762247

NOTARY PUBLIC - CALIFORNIA OF ORANGE COUNTY OF COMM. EXPIRES SEPT. 16, 2011

# SCHEDULE A

# TRUST ESTATE PROPERTY

Real Estate		
Item	Description	
17330 Bromley Avenue Lake Elsinore, CA 92530	Family Residence Riverside County, California APN # 378-141-020	

# CERTIFICATION OF TRUSTEES UNDER TRUST (California Probate Code Section 18109.5)

We, Carl Bartlett and Jeannie Marie Bartlett, being of legal age, declares under penalty of perjury: 1. Declarant(s) certify the existence of the following described Trust and state that he/she/they are all of the current trustees: Name of Trust: The Carl Bartlett and Jeannie Marie Bartlett Trust Date of Trust: 10/06/2009 Trustor(s)/Settlor(s): Carl Bartlett and Jeannie Marie Bartlett Original Trustee(s): Carl Bartlett and Jeannie Marie Bartlett Trust Identification, Social Security or Employer Identification : 2. Declarant(s) state that the Trust is in full force and effect and has not been revoked, terminated or otherwise amended in any manner which would cause the representations in this Certification to be incorrect. The name(s) of all persons who have any power to revoke the trust are: Carl Bartlett and Jeannie Marie Bartlett 3. Declarant(s) state the following named trustee(s) is/are full empowered to act for said Trust and is/are properly exercising his/her/their authority under said Trust in negotiating for, contract for and executing the document(s) attached hereto, and that no trustee(s) other than the following named trustees are necessary under the Trust to sign said document(s): Trustees authorized to sign: Carl Bartlett and Jeannie Marie Bartlett Nature of document: Assignment of Right to Collect Excess Proceeds
AUGUST 1940 2060 Date of document: 4. Declarant(s) state that to the best of their knowledge, there are no claims, challenges of any kind or cause of action alleged, contesting or questioning the validity of the Trust or the trustee's authority to act for the Trust. 5. This Declaration is prepared and executed pursuant to California Probate Code Section 18100.5. Signed under penalty of perjury, Mis 24 1 May of CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. before me, Queid Scott Notury Public, personally appeared Jenshi M Gartle+ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

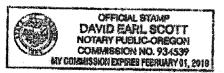
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Paril State (seal)

Signature of Notary Public

GD Number: 24909-196627



#### AFFIDAVIT

# We, Carl Bartlett and Jeannie Marie Bartlett hereby declare:

- 1. We are over the age of 18 and a residents of Albany, OR. The facts set forth herein are true of our own personal knowledge. If called to testify as a witness in a judicial proceeding, We could, and would, testify truthfully and competently thereto.
- We, Carl Bartlett and Jeannie Marie Bartlett are one and the same persons who are noted as the Trustees
  of the Carl Bartlett and Jeannie Marie Bartlett Trust on the Quitclaim Deed as Document Number: 20090531465, recorded on 10/14/2009 in Riverside County, CA.
- 3. I, Carl Bartlett am one and the same person as Carl J. Bartlett

<ol> <li>We assigned the excess proceeds to Global Discov Number <u>378-141-020-4</u>.</li> </ol>	veries, Ltd., for <u>Riverside</u> County Assessors Parcel
We declare under penalty of perjury that the foregoing is a sugar in bonn Of CON.	true and correct. Executed this _day of
X A Carl Bartlett as Trustee of The Carl Bartlett and Jeannie Marie Bartlett Trust	Jeannie Marie Bartlett as Trustee of The Carl Bartlett and Jeannie Marie Bartlett Trust

JURAT

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

State of ONEGON

County of Link

Subscribed and sworn to (or affirmed) before me on this

29-Byday of AUGUST , 20 16 by Date Month Year Carl Durilet , Tenshir Year Name of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Far A Funktion Signature of Notary Public

(Place Notary Seal Above)

OFFICIAL STAMP
DAVID EARL SCOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 934539
MYCOMMISSION EXPRES FEBRUARY01, 2019

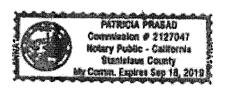
GD Number: 24909-196627

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

Riverside County Treasurer and Tax Collector To: Assessor's Parcel No: 378141020-4 Tax Sale Number: TC 203 Item Number: 246 Date of Sale: 4/30/2015 The undersigned claimant, Global Discoveries, Ltd., claims \$109,969.19+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above. Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation: Please refer to Claim Summary and attached Documents I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. day of September, 201 ( at Modesto, California. By: Jed Byerly, Managing Wember Global Discoveries Ltd. Tax ID# P.O. Box 1748 Modesto, CA 95353-1748 CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of CONTORNIA Kholil, personally appeared (here insert name and title of the officer)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hes/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WIXNESS my happened official se (seal)



GD Number: 24909-196627