

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



ITEM
9.6
(ID # 2557)

FROM : TREASURER-TAX COLLECTOR:

MEETING DATE:
Tuesday, January 24, 2017

SUBJECT: TREASURER-TAX COLLECTOR: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 283. Last assessed to: Lolita M. Watkins, Trustee of the Lolita M. Watkins Revocable Trust dated May 3, 2006. District 3 [\$9,310-Fund 65595 Excess Proceeds from Tax Sale].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Marlene Watkins and Lance Watkins, Successor Co-Trustees for the Lolita M. Watkins Revocable Trust dated May 3, 2006, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 577240006-3;
2. Authorize and direct the Auditor-Controller to issue a warrant to Marlene Watkins and Lance Watkins, Successor Co-Trustees for the Lolita M. Watkins Revocable Trust dated May 3, 2006 in the amount of \$9,310.79, 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.


Don Kent, Treasurer-Tax Collector 12/19/2016


FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 9,310	\$ 0	\$ 9,310	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.			Budget Adjustment: No	
			For Fiscal Year:	16/17

C.E.O. RECOMMENDATION:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington and Ashley
Nays: None
Absent: Tavaglione
Date: January 24, 2017
xc: Treasurer

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

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 February 4, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded March 21, 2014. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on April 22, 2014, 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 one claim for excess proceeds:

1. Claim from Marlene Watkins and Lance Watkins, Successor Co-Trustees for the Lolita M. Watkins Revocable Trust dated May 3, 2006 based on a Grant Deed recorded February 5, 1993 as Instrument No. 046632, an Affidavit-Death of Joint Tenant recorded January 23, 2008 as Instrument No. 2008-0035464, a Quitclaim Deed recorded March 4, 2008 as Instrument No. 2008-0104698, the Lolita M. Watkins 2006 Trust and the death certificate of Lolita Mae Watkins.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Marlene Watkins and Lance Watkins, Successor Co-Trustees for the Lolita M. Watkins Revocable Trust dated May 3, 2006 be awarded excess proceeds in the amount of \$9,310.79. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Residents and Businesses

Excess proceeds are being released to the Successor Co-Trustees of the last assessee of the property.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Claim Watkins

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 199 Item 289 Assessment No.: 577240015-1

Assessee: WATKINS, LOLITA M TR

Situs:

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

*Certified
Death Certificates for
Lolita M. Watkins
will be forthcoming.
OKed by Deputy 3/23/15.*

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 52,080 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. See Below; recorded on 3/21/14. 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.

<u>APN# 577-240-015-1</u> ITEM 289	<u>APN# 577-240-013-9</u> ITEM 287
<u>APN# 577-240-018-4</u> ITEM 291	<u>APN# 577-240-011-7</u> ITEM 285
<u>APN# 577-240-016-2</u> ITEM 290	<u>APN# 577-240-012-8</u> ITEM 286
<u>APN# 577-240-014-0</u> ITEM 288	<u>APN# 577-240-006-3</u> ITEM 283

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 23 day of March, 2015 at Anza, CA
County, State

Markene Watkins
Signature of Claimant Co-Trustee

Lance Watkins
Signature of Claimant

Markene Watkins
Print Name

LANCE WATKINS
Print Name

27475 Ynez Rd. # 733
Street Address

25060 HANCOCK AVE No 234
Street Address

Temecula, CA 92591
City, State, Zip

MURRIETA CA 92562
City, State, Zip

(951) 763-2974
Phone Number

(951) 763-2974
Phone Number

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



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

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

**COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR**

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

April 22, 2014

WATKINS, LOLITA M
27475 YNEZ RD UNIT 733
TEMECULA, CA 92591-4612

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 577240006-3 Item: 283
Situs Address:
Assessee: Watkins, Lolita M Tr
Date Sold: February 4, 2014
Date Deed to Purchaser Recorded: March 21, 2014
Final Date to Submit Claim: March 23, 2015

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) 955-3947.

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

By Jennifer Pazicni
Deputy

Order No.
Escrow No.
Loan No.

46662 ✓

WHEN RECORDED MAIL TO:

JESS WATKINS
P.O. BOX 2063
PINE COVE, CA. 92549 ✓

RECEIVED FOR RECORD
AT 6:00 O'CLOCK

FEB - 5 1993

RECEIVED FOR RECORD
AT 6:00 O'CLOCK
JULY 10 1992

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

SPACE ABOVE THIS LINE FOR NECESSARY USE

DOCUMENTARY TRANSFER TAX \$ NO CONSIDERATION

Consideration on the consideration or value of property conveyed OR
Consideration on the consideration or value less than or equal to the
consideration on the consideration or value less than or equal to the

Signature of Grantor or Agent therefor

GRANT DEED ✓

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

M. R. WATKINS, A SINGLE WOMAN

hereby GRANTS to JESS WATKINS AND LOLITA WATKINS, HUSBAND AND WIFE AS JOINT TENANTS. ✓

the real property in the City of UNINCORPORATED AREA OF THE
County of RIVERSIDE State of California, described as
PARCEL 10 OF PARCEL MAP 2198 AS SHOWN BY MAP ON FILE IN BOOK 121, PAGES 77 AND 78 OF
PARCEL MAPS, RIVERSIDE COUNTY RECORDS.
PARCELS 7, 8, 11, 12, 13, 14 OF PARCEL MAP 19505 AS SHOWN BY MAP ON FILE IN BOOK 124, PAGE
50 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.
PARCEL 9 OF PARCEL MAP 6626 AS SHOWN BY MAP ON FILE IN BOOK 20 PAGES 50 THROUGH 54 OF
PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SUBJECT TO:

1. TAXES FOR THE FISCAL YEAR.
2. COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD, IF ANY.
3. DEEDS OF TRUST NOW OF RECORD IN FAVOR OF WILLIAM E. SULLIVAN, TRUSTEE.

Dated JULY 10, 1992

M. R. Watkins
M. R. WATKINS

STATE OF CALIFORNIA
COUNTY OF Riverside

On JULY 10, 1992

before me, the undersigned a Notary Public in and for said State, personally appeared M. R. Watkins

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature *Harry A. Jones*



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

1G02 (2/82)

46662 ✓
02 05 93

RECORDING REQUESTED BY
BAKER & BAKER

AND WHEN RECORDED MAIL TO

BAKER & BAKER
1970 Old Tustin Avenue, 2nd Floor
Santa Ana, CA 92705 ✓

DOC # 2008-0035464 ✓
01/23/2008 08:00A Fee:13.00
Page 1 of 3

Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



Title Order No. _____
Escrow No. _____

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			3						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
T:							CTY	UNI	006

C
043

Affidavit - Death of Joint Tenant ✓

14

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

LOLITA M. WATKINS, of legal age, being first duly sworn, deposes and says:
That, JESS FRANCIS WATKINS, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as JESS WATKINS named as one of the parties in that certain GRANT DEED dated July 10, 1992, executed by the M. R. Watkins, recorded as Instrument No. 46632, on February 5, 1993, of Official Records of Riverside County, California, covering the following described property situated in the County of Riverside, State of California:

Parcel 1 of Map 21495 as shown by Map on file in Book 141, Pages 77 and 78 of Parcel Maps, Riverside County Records.
Parcels 7, 8, 11, 12, 13, 14 of Parcel Map 19505 as shown by Map on File in Book 124, Page 50 of Parcel Maps, Riverside County Records
9 of Parcel Map 6626 as shown by Map on file in Book 20, Pages 50 through 54 of Parcel Maps, Records of Riverside County, California

Address: 61400 Indian Paint Brush Rd., Anza, CA ✓
AP# 577-420-006

Dated Oct. 14, 2007

LOLITA M. WATKINS

STATE OF CALIFORNIA

COUNTY OF ORANGE

On Oct 14, 2007, PAIGE MERRILL BAKER before me personally appeared LOLITA M. WATKINS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature



(This area for official notarial seal)

H:\DATA\CLIENTS\IAA-Watkins, Mrs\AffDeath16.wpd

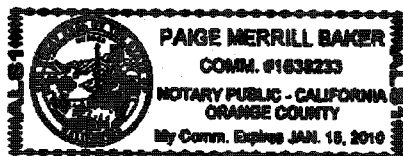
Public Record

JURAT

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

Subscribed and sworn to before me on this 14th day of October, 2007, by Lolita M. Watkins, proved to me on the basis of satisfactory evidence to be the person who appeared before me.


Paige Merrill Baker, Notary Public



STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH 3200633000732

1. NAME OF DECEASED - FIRST (LAST)		2. MIDDLE		3. LAST (FIRST)	
JESSE		FRANCIS		WATKINS	
4. DATE OF BIRTH (month/day)		5. AGE (in years)		6. SEX	
07/16/1925		80		M	
7. BIRTH STATE/PROVINCE/COUNTRY		8. EVER IN U.S. ARMED SERVICES		9. MARITAL STATUS at Time of Death	
IL		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Married	
10. EDUCATION - (highest completed)		11. DECEASED'S RACE - (as to 3 race may be listed per comment on back)		12. DATE OF DEATH (month/day)	
Some College		<input checked="" type="checkbox"/> White		01/15/2006	
13. USUAL OCCUPATION - (Type of work or kind of the DECEASED'S MAIN PASTORAL)		14. KIND OF BUSINESS OR OCCUPATION (i.e., Deed, Realty, etc., not Agriculture, Government Agency, etc.)		15. YEARS IN OCCUPATION	
Real Estate Broker		Real Estate		57	
16. USUAL RESIDENCE (Street and name of town)					
6110 Coyote Canyon Road					
17. CITY		18. COUNTY		19. YEARS IN COUNTY	
Anza		Riverside		43	
20. DECEASED'S NAME, RELATIONSHIP		21. ADDRESS (Include apartment, floor, and number in case of town, city, etc., ZIP)			
Lolita Mae Watkins, Spouse		6110 Coyote Canyon Road Anza CA 92539			
22. NAME OF SURVIVING SPOUSE - FIRST		23. MIDDLE		24. LAST (FIRST)	
Lolita		Mae		Reynolds	
25. NAME OF SPOUSE - FIRST		26. MIDDLE		27. LAST (FIRST)	
Jesse		F.		Watkins	
28. NAME OF SPOUSE - FIRST		29. MIDDLE		30. LAST (FIRST)	
Mary		Catherine		Webb	
31. DECEASED'S DATE (month/day)		32. PLACE OF FINAL DISPOSITION			
01/24/2006		Riverside National Cemetery 22495 Van Buren Blvd Riverside CA 92518			
33. TYPE OF DISPOSITION		34. COUNTY		35. LICENSE NUMBER	
Burial		Riverside		8594	
36. NAME OF FUNERAL ESTABLISHMENT		37. LICENSE NUMBER		38. NAME OF LOCAL REGISTRAR	
Miller-Jones Mortuary & Crem.		FD12494		GARY M. FELDMAN, MD	
39. PLACE OF DEATH		40. USUAL RESIDENCE (Street and name of town)			
Own Residence		Anza			
41. COUNTY		42. FACILITY ADDRESS (Include street, city, state, and ZIP code)			
Riverside		6110 Coyote Canyon Road			
43. CAUSE OF DEATH		44. ICD-10 CODE		45. ICD-9 CODE	
GARDIAC ARREST		I00		2006-00343	
46. ICD-10 CODE		47. ICD-9 CODE		48. YEARS	
I00		I00		YEARS	
49. ICD-10 CODE		50. ICD-9 CODE		51. YEARS	
I00		I00		YEARS	
52. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH (List any other conditions in the ICD-10 code book or ICD-9 code book)					
HYPERTENSION, PREVIOUS RIGHT BRAIN STROKE.					
53. WAS ORGAN DONOR (Specify organ and date of donation if any)					
NO					
54. ICD-10 CODE TO THE BODY OF AN ANATOMICAL DONOR (Specify organ and date of donation if any)		55. SIGNATURE AND TITLE OF REGISTRAR		56. LICENSE NUMBER	
		PHILIP J. ROGS M.D. 11201 Benton St., Loma Linda, CA 92357		039270	
57. DATE OF DEATH (month/day)		58. TYPE OF DEATH (Specify if natural, homicide, suicide, or undetermined)		59. DATE (month/day)	
02/12/2001		11/14/2005		01/19/2006	
60. PLACE OF DEATH (Specify if home, hospital, nursing home, etc.)		61. PLACED AT DEATH		62. COUNTY (Specify if different)	
		<input type="checkbox"/> Home <input type="checkbox"/> Hospital <input type="checkbox"/> Nursing Home <input type="checkbox"/> Other		YES <input type="checkbox"/> NO <input type="checkbox"/>	
63. DESCRIBE HOW DEATH OCCURRED (Specify if homicide, suicide, etc.)		64. SIGNATURE OF DECEASED (If not, then name of next of kin)			
65. LOCATION OF BIRTH (Specify city and county, and ZIP)		66. SIGNATURE OF REGISTRAR / DEPUTY REGISTRAR			
67. STATE REGISTRAR		68. DATE (month/day)		69. TYPE NAME, TITLE OF REGISTRAR / DEPUTY REGISTRAR	
A		01/23/2006		GARY M. FELDMAN, MD	

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE } SS

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



DATE ISSUED

Apr 27, 2007

PHILIP J. ROGS M.D., Local Registrar
RIVERSIDE COUNTY, CALIFORNIA

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

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Public Record

WHEN RECORDED MAIL TO:

Lolita M. Watkins
C/O BAKER & BAKER, APC
1970 Old Tustin Avenue, Second Floor
Santa Ana, CA 92705 ✓

DOC # 2008-0104698 ✓
✓03/04/2008 08:00A Fee:10.00
Page 1 of 2

Recorded in Official Records
County of Riverside
Lerry U. Ward
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY	
✓			2						✓	
M	A	L	485	425	FCOR	NCOR	SMF	NCHG	EXAM	
									033	
								T:	CTY	UNI

11
C
033

This conveyance changes the manner in which title is held, grantor's continue to hold the same proportionate interest and given for no value, R&T 11911

MAIL TAX STATEMENTS TO:

LOLITA M. WATKINS
27475 Ynez Rd., Box 733
Temecula, CA 92591 ✓

DOCUMENTARY TRANSFER TAX None

— Computed on the consideration of value of property conveyed; OR

— Computed on the consideration or value less liens or encumbrances remaining at time of sale

Signature of Declarant or Agent determining tax - Firm Name

QUITCLAIM DEED ✓

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LOLITA M. WATKINS ✓ does hereby REMISE, RELEASE AND FOREVER QUITCLAIM TO LOLITA M. WATKINS, Trustee of the LOLITA M. WATKINS REVOCABLE TRUST DATED MAY 3, 2006, any interest they may have in their real property in the County of Riverside, State of California, described as:

Parcel 1 of Map 21495 as shown by Map on file in Book 141, Pages 77 and 78 of Parcel Maps, Riverside County Records.

Parcels 7, 8, 11, 12, 13, 14 of Parcel Map 19505 as shown on Map on file in Book 124, Page 50 of Parcel Maps, Riverside County Records.

Parcel 9 of Map 6626 as shown by Map on file in Book 20, Pages 50 through 54 of Parcel Maps, Records of Riverside County, California

Address: 61073 High Country Trail, Anza, CA ✓
AP # 577-240-006

DATED: 11/14/2007

LOLITA M. WATKINS

H:\DATA\CLIENTS\AAA-Watkins, Mrs\QuitClaim9.wpd

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On November 14, 2007, before me, Paige Merrill Baker, personally appeared **LOLITA M. WATKINS**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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.



Paige Merrill Baker
 Paige Merrill Baker, Notary Public

Capacity claimed by signer:
 INDIVIDUAL(S)
 CORPORATE OFFICER(S) _____
 (TITLE(S))
 PARTNER(S)
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 SUBSCRIBING WITNESS
 GUARDIAN/CONSERVATOR:
 OTHER:

ATTENTIONNotary: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

SIGNER IS REPRESENTING: self

Name of Person(s) or entity(ies)

• LOLITA M. WATKINS

Title or Type of Document: Quitclaim Deed

Number of Pages: One (1)

Date of Document: November 14, 2007

Signer(s) other than named above: None

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

3052012167769

CERTIFICATE OF DEATH

3201233009835

Form containing personal data, usual residence, informant, spouse, funeral, place of death, cause of death, physician, and coroner information.

CERTIFIED COPY OF VITAL RECORD STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Assessor-County Clerk-Recorder.

JUL 28 2016

DATE ISSUED

This copy is not valid unless prepared on an engraved border displaying the date, seal and signature of the Assessor-County Clerk-Recorder.



Peter Alderson, ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY, CALIFORNIA



CARIVERSIDE

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

3052012167769

AFFIDAVIT TO AMEND A RECORD

3201233009635

STATE FILE NUMBER

NO ERASURES, WHITEOUTS, PHOTOCOPIES,
OR ALTERATIONS

LOCAL REGISTRATION NUMBER

1.1

BIRTH DEATH FETAL DEATH

TYPE OR PRINT CLEARLY IN BLACK INK ONLY - THIS AMENDMENT BECOMES AN ACTUAL PART OF THE OFFICIAL RECORD

PART I INFORMATION TO LOCATE RECORD

INFORMATION AS IT APPEARS ON ORIGINAL RECORD	1A. NAME—FIRST LOLITA		1B. MIDDLE		1C. LAST WATKINS	
	2. SEX F	3. DATE OF EVENT—MM/DD/YYYY 09/01/2012	4. CITY OF EVENT IDYLLWILD		5. COUNTY OF EVENT RIVERSIDE	
	6. FULL NAME OF FATHER/PARENT AS STATED ON ORIGINAL RECORD UNK UNK UNK			7. FULL NAME OF MOTHER/PARENT AS STATED ON ORIGINAL RECORD UNK UNK UNK		

PART II STATEMENT OF CORRECTIONS TO BIRTH, DEATH, OR FETAL DEATH RECORD

8. ITEM NUMBER TO BE CORRECTED	9. INCORRECT INFORMATION THAT APPEARS ON ORIGINAL RECORD	10. CORRECTED INFORMATION AS IT SHOULD APPEAR
2		MAE
9	UNK	CA
10	UNK	
11	UNK	
12	UNKNOWN	WIDOWED
13	UNKNOWN	ASSOCIATE'S DEGREE
16	WHITE	CAUCASIAN
17	UNK	SECRETARY
18	UNK	REAL ESTATE
19	UNK	60
24	UNK	60
26	UNDER INVESTIGATION	MARLENE WATKINS, DAUGHTER
27		26060 HANCOCK AVENUE 234, MURRIETA, CA 92562
28	UNK	
29	UNK	
30	UNK	
31	UNK	HENRY
32	UNK	BARTON

REASON FOR CORRECTION: 11. TO CORRECT THE RECORD. **20F3**

We, the undersigned, hereby certify under penalty of perjury that we have personal knowledge of the above facts and that the information given above is true and correct.

AFFIDAVITS AND SIGNATURES	12A. SIGNATURE OF FIRST PERSON BRENDA MIRAMONTES	12B. PRINTED NAME BRENDA MIRAMONTES	12C. TITLE/RELATIONSHIP TO PERSON IN PART I DOCUMENT SECRETARY
	13A. SIGNATURE OF SECOND PERSON KATHLEEN COHEN	13B. PRINTED NAME KATHLEEN COHEN	13C. TITLE/RELATIONSHIP TO PERSON IN PART I DEPUTY CORONER
12D. ADDRESS (STREET and NUMBER, CITY, STATE, ZIP)	26245 PALOMAR ROAD, ROMOLAND, CA 92585		12E. DATE SIGNED—MM/DD/YYYY 09/26/2012
	800 S. REDLANDS AVENUE, PERRIS, CA 92570		12F. DATE SIGNED—MM/DD/YYYY 09/26/2012
STATE/LOCAL REGISTRAR USE ONLY	14. OFFICE OF VITAL RECORDS OR LOCAL REGISTRAR STATE REGISTRAR - OFFICE OF VITAL RECORDS	15. DATE ACCEPTED FOR REGISTRATION 09/27/2012	

STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, OFFICE OF VITAL RECORDS

FORM VS 24a (REV. 1/08)

CERTIFIED COPY OF VITAL RECORD
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Assessor-County Clerk-Recorder.

DATE ISSUED JUL 28 2016

Peter Aldama
 PETER ALDAMA
 ASSESSOR-COUNTY CLERK-RECORDER
 RIVERSIDE COUNTY, CALIFORNIA

This copy is not valid unless prepared on an engraved border displaying the date, seal and signature of the Assessor-County Clerk-Recorder.



CARVER 302

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE
 RIVERSIDE, CALIFORNIA

3052012167768
 STATE FILE NUMBER

AFFIDAVIT TO AMEND A RECORD
 NO ERASURES, WHITEOUTS, PHOTOCOPIES,
 OR ALTERATIONS

3201233009635
 LOCAL REGISTRATION NUMBER

1.2 BIRTH DEATH FETAL DEATH

TYPE OR PRINT CLEARLY IN BLACK INK ONLY - THIS AMENDMENT BECOMES AN ACTUAL PART OF THE OFFICIAL RECORD

PART I INFORMATION TO LOCATE RECORD

INFORMATION AS IT APPEARS ON ORIGINAL RECORD	1A. NAME—FIRST LOLITA	1B. MIDDLE	1C. LAST WATKINS	
	2. SEX F	3. DATE OF EVENT—MM/DD/YYYY 09/01/2012	4. CITY OF EVENT IDYLLWILD	5. COUNTY OF EVENT RIVERSIDE
	6. FULL NAME OF FATHER/PARENT AS STATED ON ORIGINAL RECORD UNK UNK UNK		7. FULL NAME OF MOTHER/PARENT AS STATED ON ORIGINAL RECORD UNK UNK UNK	

PART II STATEMENT OF CORRECTIONS TO BIRTH, DEATH, OR FETAL DEATH RECORD

8. ITEM NUMBER TO BE CORRECTED	9. INCORRECT INFORMATION THAT APPEARS ON ORIGINAL RECORD	10. CORRECTED INFORMATION AS IT SHOULD APPEAR
33	UNK	REYNOLDS
34	UNK	KS
35	UNK	MARY
36	UNK	ELIZABETH
37	UNK	DEDRICK
38	UNK	MO
39		09/28/2012
40		RIVERSIDE NATIONAL CEMETERY, 22495 VAN BUREN BLVD, RIVERSIDE, CA 92518
41	PEND	BU
44	PENDING	MILLER-JONES MORTUARY & CREMATORY, INC
45	PENDING	FD1749

3 OF 3

11. TO CORRECT THE RECORD

We, the undersigned, hereby certify under penalty of perjury that we have personal knowledge of the above facts and that the information given above is true and correct.

AFFIDAVITS AND SIGNATURES	12A. SIGNATURE OF FIRST PERSON BRENDA MIRAMONTES	12B. PRINTED NAME BRENDA MIRAMONTES	12C. TITLE/RELATIONSHIP TO PERSON IN PART I DOCUMENT SECRETARY
	12D. ADDRESS (STREET and NUMBER, CITY, STATE, ZIP) 28245 PALOMAR ROAD, ROMOLAND, CA 92585	12E. DATE SIGNED—MM/DD/YYYY 09/26/2012	
TWO PERSONS MUST SIGN THIS FORM TO CORRECT A BIRTH, DEATH, OR FETAL DEATH RECORD	13A. SIGNATURE OF SECOND PERSON KATHLEEN COHEN	13B. PRINTED NAME KATHLEEN COHEN	13C. TITLE/RELATIONSHIP TO PERSON IN PART I DEPUTY CORONER
	13D. ADDRESS (STREET and NUMBER, CITY, STATE, ZIP) 800 S. REDLANDS AVENUE, PERRIS, CA 92570	13E. DATE SIGNED—MM/DD/YYYY 09/26/2012	
STATE/LOCAL REGISTRAR USE ONLY	14. OFFICE OF VITAL RECORDS OR LOCAL REGISTRAR STATE REGISTRAR - OFFICE OF VITAL RECORDS	14. DATE ACCEPTED FOR REGISTRATION 09/27/2012	

STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, OFFICE OF VITAL RECORDS FORM VS 24e (REV. 1/08)

CERTIFIED COPY OF VITAL RECORD
 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Assessor-County Clerk-Recorder.

JUL 28 2016

DATE ISSUED



Peter Aldana
 PETER ALDANA
 ASSESSOR-COUNTY CLERK-RECORDER
 RIVERSIDE COUNTY, CALIFORNIA

This copy is not valid unless prepared on an engraved border displaying the date, seal and signature of the Assessor-County Clerk-Recorder.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



CARIVERSIDE

**LOLITA M. WATKINS
CERTIFICATE OF TRUST**

The Original AGREEMENT was made and entered into this 3rd day of May, 2006 by and between Lolita M. Watkins (hereinafter referred to as "the Settlor"), of the State of California and Lolita M. Watkins (hereinafter collectively referred to as "the Trustee"). The name of the Trust is The Lolita M. Watkins Revocable Trust dated May 3, 2006. This Certificate of Trust certifies the existence of that trust as restated on January 31, 2007

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

Description of Trust: The parties hereto desire to confirm the establishment of a revocable living trust on this day, and any future amendments thereto, for the benefit of the Settlor and containing, among others, the following provisions:

1. Lolita M. Watkins is designated as trustee to serve until death, resignation, or incompetency. If Lolita M. Watkins is unable or unwilling to serve or continue to serve then Lance Watkins and Marlene Watkins shall serve together
2. Upon the death of the Settlor, the trust becomes irrevocable.
3. The trustee, or any successor trustee, shall have the power and authority to manage and control the trust property in such manner as the trustee or successor trustee may deem advisable, and such trustee shall have, enjoy, and exercise all powers and rights over and concerning said property and the proceeds thereof as fully and amply as though said trustee were the absolute and unqualified owner of same, including the power to grant, bargain, sell, convey, mortgage, encumber, and hypothecate real and personal property; the power to invest in corporate stocks, bonds and similar investments on margin or other leverage accounts, to sell short such accounts, and to buy,

sell, and write stock and other security options, save some restrictions to prevent possible taxability of certain assets in the estate of a successor trustee; and the power to employ and compensate accountants, brokers, attorneys in fact and at law, tax specialists, realtors, and investment counsel.

4. Following the death of the Settlor, the trust continues or is distributed in whole or in part for the benefit of other named beneficiaries according to the terms of the trust.

5. Unless otherwise indicated to a prospective transferee, the trustee has full power to transfer assets held in the name of the trust, and subsequent transferees shall be entitled to rely upon such transfers without liability and without obligation to inquire into the trustee's authority, provided the chain of title is not otherwise deficient.


6. All personal property transferred into trust shall remain personal property and all real property transferred into trust shall remain real property.


7. This trust contains a spendthrift provision.

8. The situs of the trust is the State of California.

9. The use of this Certificate of Trust is for convenience only. The Trust Agreement is solely controlling as to provisions and interpretations, and any conflict between this Certificate of Trust and the Trust Agreement shall be decided in favor of the Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Trust Agreement the 31st day of January, 2007.


Lolita M. Watkins, Trustee


Lolita M. Watkins, Settlor

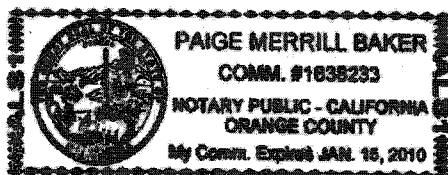
STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

On January 31, 2007, before me, Paige Merrill Baker, Notary Public, personally appeared Lolita M. Watkins who proved to me on the basis of satisfactory evidence to be the person(e) whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacities, and that by her signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public



**First Amendment to Restatement of
The Lolita M. Watkins 2006 Trust
Dated May 3, 2006**

This First Amendment (the "First Amendment") to the Lolita M. Watkins 2006 Trust dated May 3, 2006 (the "Trust") which was restated in its entirety on January 31, 2007, by the Settlor/Trustee thereof, Lolita M. Watkins (the "Settlor").

PURPOSE AND AMENDMENT

Pursuant to the power to revoke and amend the Trust set forth in **Article II, Section 1** of the Restatement, the Settlor hereby Revokes and Amends the provisions of **Article V ("DISTRIBUTION UPON THE DEATH OF THE SETTLOR")** subsection d. Residual Trust Estate. The original provisions of section are amended to include the following:

My residuary trust estate shall be distributed equally to my six (6) children if they survive me. They are: Darlena Rae Watkins (Klarer), Linda Kay Watkins (Jones), Brent Barton Watkins, Lance Jess Watkins, Marlene Rene Watkins and Scott Van Watkins, equally. In the event that a child is deceased at the time of my death then their share shall be distributed to the remaining living sibling beneficiaries in equal shares and not to the issue of that deceased beneficiary. This is my wish and I do not want my children to fight this in any way.

As to the shares set aside for Darlena Rae Watkins (Klarer) and Linda Kay Watkins (Jones); their shares are to be combined, prior to distribution, for the purposes of applying the following offsets and then re-divided equally between the two of the them. Before distribution, their shares are to be offset by the total sum of one hundred and seventy thousand dollars (\$170,000.00) which reflects the costs paid by me for the various legal and accounting battles caused by Darlena and Linda. After offset, the balance shall be distributed to Darlena and Linda in equal shares. The amount deducted as an offset from their share shall be redistributed in equal shares among my surviving children, Brent Barton Watkins, Lance Jess Watkins, Marlene Rene Watkins and Scott Van Watkins.

In the event that all six of my children do not survive me then my residuary estate shall pass to my children's living issue per capita and not by representation.

Incontestability

If any beneficiary of this Trust, other than the Settlor, directly or indirectly shall contest or dispute the validity of this Trust, or any of its provisions, or this amendment thereto, including the dispositions made or provided herein, or the person or persons named as the Trustee or Successor Trustee, either during the Settlor's lifetime or after the death of the Settlor, or if such contesting beneficiary maintains before any judicial body that this is not a valid Trust, for any reason, or seeks to cancel or void any of the provisions of this Trust, then the Settlor revokes absolutely the gift or provision for that person herein contained and declares any such gift or provision void.

This No Contest Clause applies to the Settlor's Trust, Restatement of Trust, her Pour Over Will, and Powers of Attorney for Health and Financial Assets as well as this amendment and is intended to comply with the Probate Code. Any such contesting beneficiary shall be deemed to have predeceased the Settlor without leaving any lineal descendants for all purposes in regard to this Trust, and any such gift whatsoever in regard to this Trust shall lapse.

Except as specifically modified and amended by this Amendment, the remainder and entirety of my Trust as set forth in the Restatement of January 31, 2007, remains in full force and effect.

IN WITNESS WHEREOF, Lolita M. Watkins as Settlor of the Lolita M. Watkins 2006 Trust dated May 3, 2006 has signed and sealed this two page Amendment to the Lolita M. Watkins 2006 Trust as previously restated and as amended of even date herewith including the following page.

Date: October 13, 2008


Lolita M. Watkins Settlor

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

On Oct 13, 2008, before me, Paige Merrill Baker appeared Lolita M. Watkins who proved to me on the basis of satisfactory evidence to be the person whose name is

subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.


SIGNATURE OF NOTARY



ACCEPTANCE BY THE TRUSTEE

My Trustee acknowledges acceptance of this First Amendment to Trust and hereby covenants that it will faithfully discharge all of the duties and responsibilities of the office under this Trusteeship.

By 
Lotlita M. Watkins, Trustee

of the legal work prepared in 2006 by Brown & Streza at the behest of Darlena Rae Watkins. My Trustee is authorized to obtain a copy of the invoice to allocate this offset in the proper amount. Their share is also to be offset by 2) the sums paid to Baker & Baker

RECEIVED DIRECTLY AT ' + W OFFICE
10/5/12 IN PERSON

RESTATEMENT OF THE
LOLITA M. WATKINS 2006 TRUST

ORIGINAL

THE TRUST AGREEMENT, made on the 3rd day of May, 2006, was entered into by and between Lolita M. Watkins, as the Settlor (and hereinafter referred to in the first person), of Riverside County, California and Lolita M. Watkins as the Trustee (and hereinafter referred to as "my Trustee"), of Riverside County, California.

WHEREAS, I, created the Trust for the benefit of the beneficiaries set forth therein, I now Restate that Trust document according to the powers reserved to me as Settlor to revoke or amend. I did and will continue to assign, transfer, convey, and deliver to my Trustee the property (which shall comprise and hereinafter be referred to as the "Trust Estate") described in the Schedule A and Schedule B attached to that Original Trust agreement dated May 3, 2006 and made a part thereof, including any such property contributed by any other person, and which Schedules may also describe any insurance policies or similar contracts on the life of me or any other person which are or will be made payable to my Trustee, and any other contracts (including, but not limited to, any qualified or non-qualified plans of any kind) which are or will be made payable to my Trustee, under the terms hereof; and

WHEREAS, any additional property may be assigned, transferred, conveyed, and delivered to my Trustee by me, or by any other person, and any insurance policies or similar contracts on the life of me or any other person, and any insurance policies or similar contracts on the life of me or any other person which are made payable to my Trustee, and any other contracts (including, but not limited to, any qualified or non-qualified plans of any kind) which are made payable to my Trustee,

by Will or otherwise, from time to time, shall constitute additions to the Trust Estate, and all such further additions shall be dealt with by my Trustee pursuant to the terms hereof, provided that all such additions shall be acceptable to my Trustee. Such further additions may be described in the aforementioned Schedule A attached hereto.

NOW, THEREFORE, IT IS AGREED that such properties in trust shall be administered upon the following terms:

ARTICLE I

GENERAL PROVISIONS

Section 1. Statement of Citizenship

I declare that I am a citizen of the United States of America. I further declare that my Social Security Number is

Section 2. The Name of this Trust

This Trust shall, for convenience, be known as The Restatement of the Lolita M. Watkins Trust dated May 3, 2006, and it shall be sufficient that it be referred to as such in any deed, assignment, devise, or beneficiary designation. Assets may be registered to this Trust as Lolita M. Watkins Trustee of The Lolita M. Watkins Trust dated May 3, 2006 as restated thereafter but other forms of registration are permissible.

Section 3. Certificate of Trust

In order to facilitate the convenient administration of this Trust, including the registration and transfer of assets to and from this Trust, my Trustee shall have the power to execute a Certificate of Trust describing any Trust matter, including, but not limited to, a description of the terms of this Trust, the administrative powers of my Trustee, and the identity of any current Trustee. Any person

who receives an original or a photocopy of the said Certificate of Trust shall be held harmless in relying on the same, and any such person shall not be obligated to inquire into the terms of this Trust or to maintain a copy of this Trust.

Section 4. Family Members

At the time of the execution of this Trust, I am widowed and I have six living children and no deceased children. For purposes of this instrument and for all other purposes, the terms "child" and "children" and "grandchild(ren)" shall specifically include only natural children but no adopted persons and no step children or step- grandchildren. My children are:

Darlana Rae Watkins (Klarer)	DOB: 09-07-50
Linda Kay Watkins (Jones)	DOB: 12-07-51
Brent Barton Watkins	DOB: 07-08-54
Lance Jess Watkins	DOB: 09-01-58
Marlene Rene Watkins	DOB: 04-02-60
Scott Van Watkins	DOB: 06-19-62

Section 5. Interpretation of the Trustee's Discretion

With regard to the management and distribution of the Trust Estate, my Trustee shall consider vested and income beneficiaries as my Trustee's primary interest and responsibility, and shall consider contingent and remainder beneficiaries as of secondary interest and responsibility (unless otherwise provided), and, therefore, I request that my Trustee, in resolving any doubtful matters relating to any such matters, take the aforementioned interpretation into consideration.

Section 6. Governing Law Provision

This Trust shall be construed and regulated in all respects by the laws of the State of California, notwithstanding any residence in another jurisdiction by me or any other beneficiary hereunder. Furthermore, the initial situs of this Trust shall be in the State of California.

ARTICLE II

ADMINISTRATION DURING THE LIFETIME OF THE SETTLOR

Section 1. Right to Revoke and Amend This Trust

I expressly reserve the right, at any time during my lifetime (unless otherwise provided in this instrument), effective upon a written notice delivered to my Trustee, to revoke and amend this Trust, in whole or in part, provided, however, that if this Trust is amended, the duties, powers, and responsibilities of my Trustee shall not be substantially changed without my Trustee's consent. In the case of any revocation, whole or partial, all of the insurance policies, securities, or any other property held in Trust hereunder, or that part thereof as to which the Trust may be revoked, shall be delivered by my Trustee to me, or in accordance with my written directions.

Section 2. Investment Rights

I do not reserve the right specifically to approve or disapprove of each and every Trust purchase or sale before it is made. However, I do reserve the right to elect, at any time during my lifetime (unless otherwise provided in this instrument), to advise my Trustee and to direct my Trustee concerning the purchase or sale of any Trust assets. Should I elect to exercise my right to advise or direct my Trustee to purchase or to sell any Trust asset, I shall do so by a written notice. If that is not practical, I shall, as soon thereafter as it is practical, approve of any such purchase or sale by a written notice, as requested or required by my Trustee. My Trustee is hereby specifically relieved of all liability for loss which may be occasioned by the purchase or sale of any asset of the Trust Estate when my Trustee has been advised or directed to make such purchase or sale by me.

Section 3. Disposition of Income and Principal

(a) Income Distributions

During my lifetime and while the Trust Estate shall include cash, securities, or other income-

producing property, my Trustee shall manage, invest, and reinvest the Trust Estate, shall collect the income therefrom, and shall pay over the net income to me or shall apply the same for my benefit, in convenient installments (but at least quarter-annually), unless I direct that the net income earned by this Trust shall be accumulated and reinvested as part of the Trust Estate. Any undistributed income received by or accrued in this Trust at the time of my death shall be added to and become a part of the principal.

(b) Principal Distributions

In addition, my Trustee, during my lifetime, is hereby authorized, at any time and from time to time, and in my Trustee's discretion, to (i) pay to me for my health, education, maintenance, or support, or to apply, for any such purposes, any part, or all, of the assets comprising the Trust Estate; (ii), pay to, or for, my legal dependents for their health, education, maintenance, or support, in amounts as my Trustee deems to be reasonable, considering any such beneficiary's other sources of income and funds; and (iii) pay to, or on behalf of, me the amount of any and all taxes, state, county, federal or otherwise, which are caused by the sale or possession of any of the assets comprising the Trust Estate, or which are charged against me or the Trust Estate under the laws of the State of California, the United States of America, or other appropriate laws, which deal with the taxation of tangible or intangible personalty or realty which is part of the Trust Estate. Notwithstanding the foregoing, I hereby reserve the right, for any reason, and effective upon a written notice delivered to my Trustee, to withdraw any or all of those assets comprising the Trust Estate, at any time and from time to time (unless otherwise provided in this instrument).

Section 4. Testamentary General Power of Appointment

I hereby reserve a general power to appoint by my Will (irrespective of the date of execution of any such Will) all or any portion of the Trust Estate, including the principal, undistributed income,

and any proceeds or other benefits of any insurance or other contracts, if any, which may be payable to this Trust, to any such person or persons that I may choose, including my Personal Representative, outright or in further trust (unless otherwise provided in this instrument). In order to exercise the said power to appoint, it is necessary that my Will make specific reference to this Section and Article of this instrument. For this and all other purposes, if no such Will is made known to my Trustee within thirty (30) days following my death, then my Trustee shall be fully protected in relying on the presumption that no such instrument exists. If I fail to exercise the said power to appoint for any reason, then the assets of this Trust shall nevertheless remain a part of this Trust, and shall be administered and disposed of in accordance thereof.

ARTICLE III

DISABILITY AND INCOMPETENCY

During any disability or incompetency (whether temporary or permanent) of me as defined in this Article, I shall be relieved of all of the powers heretofore reserved by me in my individual or fiduciary capacity, as the case may be. During any such disability or incompetency, all such powers shall be suspended, and the current Trustee or Successor Trustee, whichever is applicable, shall have or continue to have those powers with respect to the Trust Estate given in this Trust to a Trustee. During my disability or incompetency, my Trustee is specifically authorized to arrange for the services of a companion or registered or practical nurse to remain with me, on a round-the-clock basis, if necessary, in my home, or alternatively, to arrange for convalescent care or nursing home care, with or without such a companion or nurse, as my Trustee determines to be advisable from time to time. In addition to any such payments of income and principal for the benefit of me, my Trustee may pay to, or apply, for the benefit of my legal dependents, such amounts from the income and principal of this Trust, in such shares and proportions, in my Trustee's discretion, that my Trustee

shall determine to be advisable from time to time, for such a person's health, education, maintenance, or support (including, but not limited to, such a person's medical, dental, nursing, and nursing home expenses), taking into consideration, to the extent that my Trustee deems advisable, any such person's other income and funds. I may regain all of the powers heretofore reserved by me in my individual or fiduciary capacity, as the case may be, when such disability or incompetency is removed in the same manner as was followed to establish my disability or incompetency as provided herein. Additionally, the following definitions shall also be utilized in the determination of the disability or incompetency (whether temporary or permanent) of any individual who is to serve or has been serving as a Trustee under this Trust.

Section 1. Definition of Disability

This term shall apply at any time during my lifetime that my Trustee hereunder receives a written notice signed by (i) a physician of mine and (ii) a member of my most immediate family, indicating that I am too disabled to continue my involvement in this Trust, except as a beneficiary hereunder.

Section 2. Definition of Incompetency

This term shall apply at any time during my lifetime that my Trustee hereunder is in possession of any of (i) a court order, which my Trustee deems jurisdictionally proper and currently applicable, and which holds me to be legally incompetent to act in my own behalf, or appoints a guardian of my person or property to act for me; (ii) duly executed, witnessed and acknowledged written affidavits of two physicians who possess M.D. degrees, each certifying that the respective physician has examined me and has concluded that, by reason of an accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other similar causes, I had, at the date of the applicable written affidavit, become incompetent to act rationally and prudently in

my best interests; or (iii) evidence, which my Trustee deems to be credible and still currently applicable, that I have been unaccountably absent for more than three (3) months, or that I have been detained under duress in which I am unable, effectively and prudently, to handle my financial interests. Wherever my Trustee is authorized or required to act in the case of the disability or incompetency of any beneficiary (including me) or any other Trustee under this Trust, my Trustee shall be fully protected in the determination of such disability or incompetency by a reliance upon the aforementioned standards.

ARTICLE IV

ADMINISTRATION UPON THE DEATH OF THE SETTLOR

Upon my death, this Trust shall become irrevocable and my Trustee shall have the following duties and shall dispose of the Trust Estate in the following manner:

Section 1. Insurance Proceeds

(a) Collect Proceeds

My Trustee shall collect the proceeds of any life insurance policies or similar contracts that are payable to my Trustee, and shall hold such proceeds together with any additional property heretofore or hereafter added to this Trust from any source. Such proceeds and property shall constitute part of the Trust Estate.

(b) Authority to File Suit on Behalf of this Trust

My Trustee shall have full authority to take any action (as my Trustee deems advisable) in regard to the collection of the proceeds of any life insurance policies or similar contracts and to pay any expenses relating thereto from the Trust Estate. However, my Trustee shall not be required to enter into, or maintain, any litigation to enforce payment of any such proceeds until my Trustee shall have been fully indemnified, to my Trustee's satisfaction, against all expenses and liabilities to

which my Trustee might, in my Trustee's judgment, be subjected to by any such litigation. My Trustee shall have full authority to make any compromise or settlement with respect to any such policies or similar contracts, which my Trustee may deem expedient, and to give to any insurance company, all of the necessary and proper releases, acquittances, and full discharges of all of such an insurance company's liabilities under any such policies or similar contracts.

(c) Discharge of Insurance Companies

No insurance company, whose policy or similar contract shall be deposited hereunder, which shall make payments of the proceeds thereof to my Trustee, shall be required to inquire into, or take notice of, any of the provisions of this Trust or to see to the application or disposition of the proceeds of any such policies or similar contracts, and the receipt of my Trustee given to any such insurance company shall be effectual to release and discharge any such insurance company for any payment so made and shall be binding upon the beneficiaries of any Trust hereby created.

Section 2. Payments For the Benefit of the Settlor's Estate

(a) The Settlor's Debts, Expenses, and Taxes

Upon my death, my Trustee shall exercise one or more of the following in order to deal with the debts, expenses, and taxes of my estate:

1. Payment of Debts and Expenses From the Trust Estate

My Trustee shall pay from the Trust Estate any part, or all, of the legally enforceable debts and expenses of my estate, including, but not limited to, any expenses of my last illness, any funeral or cremation expenses (including, but not limited to, the costs of memorials of all types and memorial services), any allowances by court order for those individuals dependent upon me, and any expenses of the administration of my estate (including any expenses of any ancillary proceeding that may be necessary in another state or country), not paid from my probate estate.

2. Payment of Taxes From the Trust Estate

My Trustee shall pay from the Trust Estate the death taxes with respect to my estate as provided herein:

i) Directions in the Settlor's Will

After my death, that portion or all or none of the estate, inheritance, or other death taxes of any nature (including the federal supplemental estate tax on certain qualified plan benefits), together with any interest and penalties, that may be payable upon or with respect to any property, or any interest therein, required to be included in my gross estate or taxable to any person receiving any such property under the provisions of any present or future domestic or foreign laws, regardless of whether any such property, or any interest therein, passes under or outside of this Trust, and regardless of whether the said taxes are payable by my estate or by any recipient or beneficiary of any such property, including any generation-skipping transfer tax on any direct skip (except by reason of disclaimer) due to the express terms of this Trust or my Will, but excluding any other type of generation-skipping transfer tax, and also excluding any additional tax unpaid pursuant to Section 2032 A(c) of the Internal Revenue Code of 1986 (hereinafter referred to as "the Code"), as amended, shall be paid, or other provision for any such payment made, as I shall direct in my Will, by my Trustee out of the principal of the Trust Estate, with no right of reimbursement from any recipient or beneficiary of any such property or interest (unless otherwise provided in this instrument).

ii) No Postponement of Distribution

If my Trustee is so directed to pay any such taxes, together with any interest and penalties, that direction shall not postpone the disposition of the remaining Trust Estate, but my Trustee shall have the right to withhold any amount as my Trustee deems necessary to pay

that portion of any such taxes, interest or penalties that my Trustee is so directed to pay. If the amount so withheld is insufficient for that purpose, the additional amount required shall be paid proportionately by the persons, Trusts, or Shares, whichever the case may be, to whom the remaining Trust Estate was distributed at my death. If the amount so withheld is more than the amount ultimately required for that purpose, the excess amount shall be distributed proportionately to the persons, Trusts, or Shares, whichever the case may be, to whom the remaining Trust Estate was to be distributed at my death, in accordance with the amount or amounts called for under the provisions of this Trust.

(b) Loan to the Settlor's Estate

My Trustee shall lend to my probate estate sufficient funds, upon such terms regarding security, interest rate, and maturity which my Trustee may deem advisable, to pay all, or any part of, the aforementioned debts, expenses, and taxes. Such a loan or loans need not be secured if, in my Trustee's opinion, it is in the best interest of the beneficiaries of this Trust not to obtain security in light of the overall objectives and requirements of such beneficiaries and my probate estate.

(c) Purchase From the Settlor's Estate

Alternatively, or additionally, my Trustee shall acquire by purchase, exchange, or otherwise, sufficient assets from my probate estate to provide my probate estate with sufficient cash to pay the aforementioned debts, expenses, and taxes, even though such assets may not be of the character prescribed by law for the investment of trust funds. Although acquisition of such property may result in a large percentage of the Trust Estate being invested in one class of property, my Trustee may, without liability for any loss or depreciation, retain such property so acquired for as long as my Trustee may deem advisable.

1. Cash Bequests

After providing for any of the aforementioned items delineated in Subsection (a) of this Section of this Article, my Trustee shall distribute to my Personal Representative, or as my Personal Representative may direct, directly to the applicable beneficiaries, outright and free of trust, any cash bequests I have made in my Will.

2. Specific Bequests or Devises

After providing for any of the aforementioned items delineated in Subsection (a) of this Section of this Article, my Trustee shall also deliver to my Personal Representative, or as my Personal Representative may direct, directly to the applicable beneficiaries, outright and free of trust, any property in the Trust Estate which is specifically bequeathed and/or devised by my Will.

3. The Personal Representative's Certification:

All of the payments described under Subsections (a) and (b) of this Section of this Article shall be made upon the demand of my Personal Representative and upon the certification by my Personal Representative that the assets of my probate estate (which might include any real property, tangible personal property, or other assets that, in my Personal Representative's judgment, do not have a readily realizable market value) are insufficient for such purposes, but this Trust shall only be liable to the extent of such shortage.

4. Reliance on the Personal Representative

While or while not one or more of the same persons or entities, or both, may be acting as my Trustee and as my Personal Representative, my Trustee is authorized to rely conclusively upon my Personal Representative's certification of (i) the estimation of all of the taxes imposed upon my estate; (ii) the amount, if any, required to satisfy any debts and expenses of my estate; (iii) the amount, if any, required to satisfy any cash bequests made by me in my Will; and (iv) the designation

or characterization of the applicable assets which are fiduciary accounting principal and which are fiduciary accounting income. My Trustee shall have no duty to (i) determine the accuracy, designation or characterization, or propriety of any amount, of assets so certified; (ii) see to the application of any amount paid, or any property delivered, to my Personal Representative; or (iii) withhold distribution of any applicable asset or assets (unless otherwise provided in this instrument).

ARTICLE V

DISTRIBUTION UPON THE DEATH OF THE SETTLOR

Section 1. Distribution of the Trust Estate

Upon my death, in default of the total or partial, as the case may be, exercise of the general power to appoint described in Section (4) of Article II of this instrument, my Trustee shall distribute the principal and the accumulated income, if any, of the Trust Estate to the following beneficiaries as follows:

a. **Cash Bequests**

None.

b. **Special Bequests**

Pursuant to the attached schedules.

c. **Special Devises**

None

d. **Residual Trust Estate**

My residuary trust estate shall be distributed equally to my six children, Darlena Rae Watkins (Klarer), Linda Kay Watkins (Jones), Brent Barton Watkins, Lance Jess Watkins, Marlene Rene Watkins and Scott Van Watkins, equally. In the event that a child is deceased at the time of my death then their share shall be distributed to the remaining sibling beneficiaries in equal shares and

not to the issue of that deceased beneficiary. This is my wish and I do not wish my children to fight this in any way.

Section 2. No Descendants

In the event that none of the above beneficiaries is surviving at the time that the entire Trust Estate is to vest, then, upon the death of my last lineal descendant, the then remaining Trust Estate shall be distributed to my heirs at law according to the laws of intestate succession in the State of California.

Section 3. Intended Omission

None.

ARTICLE VI

THE TRUSTEE

Section 1. Nomination and Appointment

(a) Named Trustees:

I hereby nominate and appoint myself, Lolita M. Watkins as Trustee to serve until death, resignation, or incompetency. If I am unable or unwilling to serve or continue to serve, then Lance Watkins and Marlene Watkins shall serve as co-trustees. However, if either Lance Watkins or Marlene Watkins is unable or unwilling to serve as co-trustee, then I appoint Brent Watkins to serve in their place and stead. In the event that only one of the above or none of the above wishes to or is able to serve then I appoint the Bank of the West as successor trustee.

(b) Resignation

Any Trustee or Successor Trustee may resign by a written notice, and any such resignation shall become effective thirty (30) days after the later of the delivery of such a written notice to me (unless I am at that time deemed to be disabled or incompetent as defined under Article III of this

instrument, in which case such a delivery shall be to any appointed legal representative of mine, but only if there be one) and to the next successive Trustee. After my death, any Trustee or Successor Trustee may resign by a written notice, and any such resignation shall become effective thirty (30) days after the later of the delivery of such a written notice to all of the then current income beneficiaries who are of legal age (and to the guardians of the then current income beneficiaries who are minors, or are deemed to be disabled or incompetent, as determined under Section (1) of Article VIII of this instrument) and to the next successive Trustee. All of the written notices described in this Article, and elsewhere in this Trust, as applicable, shall be by certified mail, with return receipt requested, and any such notices shall be deemed delivered upon their mailing.

(b) Successor Trustee

Anyone shall, upon request, deliver, transfer, and pay over any assets of this Trust to a Successor Trustee upon presentation of the applicable prior Trustee's death certificate, written notice of such prior Trustee's notarized resignation or removal, or written evidence of such prior Trustee's disability or incompetence (as defined in Article III of this instrument), without any duty on the part of any such third party to inquire further as to these matters, and any such third party may fully rely upon these written instruments from the applicable Successor Trustee and shall be fully protected in dealing with any Trust matter. Any Successor Trustee shall have all of the powers, duties and discretions conferred or imposed on the original Trustee. No Successor Trustee shall be obliged to examine the accounts and actions of any previous Trustee. No Trustee shall be liable for any act or omission of any previous Trustee, unless the same be due to such Trustee's own misconduct or gross negligence. Any Successor Trustee shall become responsible for the Trust Estate only when the same shall be received by the said Successor Trustee, and in determining what constitutes the said Trust Estate, the said Successor Trustee shall only be responsible, in this regard, to make a

reasonable inquiry from the Trust records which are available from the prior Trustee.

(c) Successor Trustee Appointment

If all of the named Trustees, all of the named Successor Trustees, and all of the appointed Successor Trustees, if any, are unable or unwilling to serve or to continue to serve in such capacity for any reason, thereby requiring the appointment of another Successor Trustee, then a majority of the then current income beneficiaries who are of legal age (and the guardians of any of the then current income beneficiaries who are minors, or are deemed to be disabled or incompetent, as determined under Section (1) of Article VIII of this instrument) shall appoint a Successor Trustee. In the event a majority of the then current income beneficiaries who are of legal age (and the guardians of any of the then current income beneficiaries who are minors, or are deemed to be disabled or incompetent, as determined under Section (1) of Article VIII of this instrument) shall fail, for any reason, to promptly appoint such a Successor Trustee, the then or last acting Trustee may then apply to a court of proper jurisdiction for such an appointment and for a settlement of account.

Section 2. Compensation and Accounting

(a) Compensation

Any Trustee shall be entitled to compensation which is allowed to Trustees by the laws of the State of California. Any Trustee shall also be entitled to reimbursement for any expenses necessarily incurred by any such Trustee in the administration of this Trust.

(b) Accounting

My Trustee shall render an annual statement of account of receipts and disbursements, upon written request, to any beneficiary who is eligible to receive current income from this Trust during a calendar year. In addition, to the extent allowed by law, I waive any requirement of giving formal or informal notice of any Trust proceedings to any person, such as may be required under the laws

of the State of California or any other jurisdiction in which my Trustee may act or qualify. Furthermore, to the extent allowed by law, this Trust shall not be registered in any court, except any such temporary filing or registration as may be required by any court action involving this Trust.

Any statement of account rendered hereunder may be approved (i) by a written notice of approval delivered to my Trustee; (ii) by the failure of any person receiving any such statement of account to express an objection, in writing, to the said account, delivered to my Trustee within ninety (90) days from the date upon which the said account was delivered; or (iii) by a decree of a court of proper jurisdiction. Upon the receipt of any such written notice of approval, or upon the passage of the said period of time within which an objection may be filed, but without which any such objection, in writing, was, in fact, delivered to my Trustee, any such account shall be deemed to be approved, and my Trustee shall be released and discharged as to all of the items, matters, and things set forth in any such account, as if any such account had been settled and allowed by a decree of a court of proper jurisdiction. Any such approval by any such court shall be upon a petition by my Trustee, or by the party objecting to the said account, with notice to any such persons and in such manner as the said court shall determine. In regard to any and all such written instruments, if any applicable beneficiary is disabled or incompetent (whether temporarily or permanently, and as defined under Section (1) of Article VIII of this instrument), my Trustee may use, in my Trustee's discretion, any of the alternatives available to my Trustee under the provisions of Section (1) of Article VIII of this instrument, and any of the said alternatives shall suffice in regard to the approval of any statement, inventory, or account and shall have the same effect as if any such beneficiary had been of full age, or without disability or incompetency, as the case may be, and as if the said beneficiary had directly approved the said statement, inventory, or account.

Furthermore, any records of this Trust shall, at all reasonable times, be open to the reasonable

inspection of myself, the aforementioned income beneficiaries, and any such other persons as I or the said income beneficiaries may designate for that purpose.

Section 3. Bond

To the extent allowed by law, no Trustee shall ever be required (i) to give any bond or any other security; (ii) to qualify; (iii) to make an accounting to any court under the provisions of any present or future laws of any state or territory, or (iv) to obtain the approval or order of any court in the exercise of any power or discretion herein given (unless otherwise provided in this instrument).

ARTICLE VII

THE POWERS AND DUTIES OF THE TRUSTEE

Section 1. General Powers and Duties

(a) Investment and Other Powers and Duties

My Trustee of each Trust or Share established hereunder shall have continuing and discretionary powers (unless otherwise provided in this instrument) to deal with any property, real or personal or mixed, held in any such Trusts or Shares. Such powers may be exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with my Trustee shall be required to inquire into the propriety of any of the actions of my Trustee. Also, my Trustee shall not be limited as to the type and character of any investments in which my Trustee may invest the funds of this Trust. Furthermore, my Trustee shall have the following general powers in addition to, and not by way of limitation of, the powers provided by law:

1. To retain any such property for any period, whether or not the same be of the character permissible for investments by fiduciaries under any applicable law, and without regard to any effect the said retention may have upon the diversification of the assets in the Trust Estate;

2. To render liquid the Trust Estate, or any Trust or Share created hereunder, in whole or in part, at any time, and to hold cash or any readily marketable securities of little or no yield (unless otherwise provided in this instrument), for any such period as my Trustee may deem advisable;
3. To make a division or distribution of the Trust Estate, or of the principal of any Trust or Share created hereunder, in cash or in kind, or partly in cash and partly in kind, in any proportion my Trustee deems advisable, and to cause any specific Trust or Share, or distribution, to be composed of cash, other property, or undivided fractional shares in any such property (unless otherwise provided in this instrument), different in kind from any other Trust, Share, or distribution, and to have the specific authority to distribute or otherwise deal with any such property in the Trust Estate on a non-pro-rata basis;
4. To allocate to principal or to income, in whole or in part, all of the receipts and the disbursements of the Trust Estate, in my Trustee's reasonable discretion (unless otherwise provided in this instrument);
5. To open and maintain any bank or other account and any safe deposit box with any bank or safe deposit company (including any Trustee hereunder), with the specific right to nominate any agent pertaining to any such bank or other account or safe deposit box;
6. To sell, transfer, exchange, convert, otherwise dispose of, or grant options with respect to, any security or property, real or personal or mixed, held as part of the Trust Estate, at public or private sale, with or without security, and

in such manner, at such time, for such purposes, for such prices, and upon such terms, credits, and conditions as my Trustee may deem advisable;

7. To invest and reinvest in common trust funds (including any such funds which may or may not be or have been established and operated by and under the control of my Trustee), common stocks, preferred stocks, bonds, options, securities, mutual funds, money market funds, or other liquid asset funds maintained by brokerage houses and other financial institutions, partnerships, and other property, real or personal or mixed, foreign or domestic, whether or not such investments may be of the character permissible by fiduciaries under any applicable law, and without regard to the effect any such investment or reinvestment may have upon the diversification of the assets in the Trust Estate. This includes, but is not limited to, short sales, buying on margin, maintaining margin accounts, and pledging any securities as security for loans and advances made to my Trustee;
8. To vote in person at any meetings (and during any adjournment of any such meetings) of stock or security holders, and to vote by general or limited proxy with respect to any such shares of stock or other securities held by my Trustee;
9. To join in, become a part of, or 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 and all fees, expenses, and assessments incurred in connection therewith, and to exercise conversion, subscription, or other

rights, and to make any necessary payments in connection therewith, and to sell any such privileges;

10. To hold any securities in the name of a nominee without indicating the Trust character of any such holdings, whether or not such holdings are unregistered or are in such a form as will pass by delivery;

11. To possess, manage, insure against loss by fire or other casualties, develop, subdivide, control, partition, mortgage, lease, or otherwise deal with any and all real property, and to satisfy, discharge, or extend the term of any mortgage thereon, and to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith, and to make improvements, structural or otherwise, and to abandon the same if any such real property be deemed to be worthless or not of a sufficient value to warrant keeping or protecting, in my Trustee's reasonable discretion, and to abstain from the payment of any taxes, water charges, rents, assessments, repairs, or maintenance and upkeep of the same, and to permit any such real property to be lost by a tax sale, or any other proceeding, and to convey the same for a nominal consideration, or without any consideration, and to set up appropriate reserves out of the income for repairs, modernization, and the upkeep of any buildings, including reserves for depreciation and obsolescence, and to add any such reserves to the principal, and, if the income from any such applicable property itself should not suffice for any such purposes to advance any income of this Trust for any sums needed therefor; To lease any asset of the Trust Estate (whether or not

any such asset be real, personal, or mixed property in nature) beyond the period fixed by statute for leases made by a Trustee, and beyond the duration of the Trust Estate or any Trust or Share created hereunder;

12. To deal in any way with any insurance or other contract (including any life insurance policy on my life or the life of another beneficiary of this Trust), with such a power to include, but not be limited to, any rights consistent with all of the incidents of ownership, payments, dividends, surrender values, and benefits of any kind which may accrue on account of any such contract, and the right at any time to assign, pledge, use, or borrow money thereon, or to change the beneficiary thereof, provided, however, that any such contract is, in fact, owned by this Trust at any such applicable time or times;
13. To borrow money for any purpose, from any source, including my Trustee, or any other fiduciary at any time acting hereunder, and to secure the repayment of any and all of the amounts so borrowed by a mortgage or pledge of any property, or to hypothecate any Trust asset as security;
14. To pay, compromise, compound, adjust, submit to arbitration, sell, or release any claims or demands of the Trust Estate, or any Trust or Share created hereunder, against others, or of others against my Trustee, as my Trustee may deem advisable, and including the acceptance of any deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith, which my Trustee may deem advisable;
15. To employ attorneys, or other special agents, as my Trustee may deem necessary for the best interest of the Trust Estate, but my Trustee shall not be

responsible for any of the acts of any such persons or entities beyond my Trustee's obligation to use reasonable care in the selection of any such attorneys or other agents;

16. To incur and pay from the Trust Estate any and all of the reasonable expenses in connection with the management, preservation, and administration of any of the Trusts or Shares hereof (including the compensation for any Trustee, and including any reasonable fees and charges of any attorneys or other agents); and
17. To execute and to deliver any and all of the written instruments which are deemed advisable by my Trustee to carry out any of the foregoing powers. No party to any such instrument signed by my Trustee shall be obligated to inquire as to the validity of any such instrument.

Section 2. Administration of Shares

My Trustee may administer any and all of the Trusts and Shares created herein, in my Trustee's reasonable discretion, as separate and distinct but commonly administered Trusts or Shares, as the case may be (unless otherwise provided in this instrument).

Section 3. Merger of Trusts

If at any time my Trustee is a Trustee of two or more Trusts or Shares with substantially the same terms and benefiting the same beneficiaries, and created hereunder or under any other instrument by me or by any other person, my Trustee may commingle the assets of such Trusts or Shares and may hold them as a single Trust.

Section 4. Minimum Trust Fund

Notwithstanding anything to the contrary herein, if the value of any Trust created hereunder

is valued at less than One Hundred Thousand dollars (\$100,000.00) on (i) the date as of which any such Trust shall have become fully funded, or (ii) on any subsequent date as of which any such Trust shall be valued, my Trustee may, in my Trustee's reasonable discretion, terminate the said Trust and transfer, convey, and pay over the assets of the said Trust, outright and free of trust, proportionately to the then current income beneficiaries of the said Trust, in accordance with the amount or amounts called for under the provisions of the said Trust, in accordance with the amount or amounts called for under the provisions of the said Trust, and in which event any applicable remaindered shall not be considered as having a vested interest in the said Trust so conveyed.

Section 5. Tax Equalization

My Trustee is authorized, but not required, to equalize the tax treatment given to any beneficiary, due to this Trust being potentially complex in nature and subject to the throwback rules of the Internal Revenue Code of 1986 as amended. Any such equalization of any such tax treatment shall be in the reasonable discretion of my Trustee.

Section 6. Tax Returns

My Trustee shall furnish to my Personal Representative such information with respect to this Trust, including the value of the assets in the Trust Estate, as my Personal Representative may, from time to time, request for the purpose of preparing any and all of the applicable tax returns, and any such other information as may be required or requested by my Personal Representative during any audit process relating to any such tax returns.

Section 7. Special Trustee

If at any time during the existence of this Trust, any real property located outside of the state or territory in which any corporate Trustee then serving hereunder is authorized to do business becomes part of the Trust Estate, or if any transfer to this Trust of any such real property is

contemplated, and if any such corporate Trustee is unable or unwilling, for any reason, to act or to continue to act as a Trustee for any such real property, then, in that event, any such corporate Trustee shall appoint an individual or individuals or another proper corporation, or a combination thereof, to act as a Special Trustee hereunder in the place of the said corporate Trustee, but solely with regard to any such real property. Any such appointed Special Trustee shall have full responsibility and authority over any such real property, as if the said Special Trustee were originally named hereunder, the aforementioned corporate Trustee shall retain unto itself sole authority over all of the other assets in the Trust Estate, and any such appointed Special Trustee shall have no responsibility, authority, or liability, in any way and at any time, over any other assets in the Trust Estate. Any such appointed Special Trustee shall serve in such a capacity over the aforementioned real property only for as long as the applicable real property remains an asset in the Trust Estate, or until the said Special Trustee is removed by a written instrument, at the discretion of the aforementioned corporate Trustee, from such a capacity. During such time that any such appointed Special Trustee serves hereunder, the said Special Trustee shall remit all of the applicable income to the aforementioned corporate Trustee, at least annually, and at any such time as the applicable real property is no longer an asset of the Trust Estate, then the said appointed Special Trustee shall cease to serve in such a capacity and all of the applicable assets, together with any accumulated or undistributed income thereon, shall be turned over to the aforementioned corporate Trustee, and the said Special Trustee shall thereupon be discharged from any further responsibility, authority, or liability for any of the applicable assets.

Section 8. Environmental Matters

(a) Trust-Related Assets Defined

Trust related assets shall mean all of the property, whether real, personal, tangible or intangible, in which my estate (or any entity in which my estate has, or at any time had, an interest)

has, or at any time had, an interest.

(b) Right to Investigate

No Trustee so nominated and appointed shall be obligated to serve in any such capacity until such a time as such a Trustee has been given an opportunity to conduct any such environmental or other investigations, as such a Trustee deems appropriate, in connection with any matter such a Trustee deems relevant in this regard. Furthermore, I agree that this Trust shall indemnify and hold harmless any such Trustee from and against any and all losses, suits, obligations, fines, damages, judgments, penalties, interest, claims, injunctive relief, charges, costs, and expenses (including any reasonable attorneys' fees and disbursements) which may be imposed on, incurred, or paid by, or asserted against any such Trustee by reason of, or on account of, or in connection with, any environmental matters in any manner relating to or arising out of any Trust-related assets, whether or not arising out of my actions or negligence, or otherwise, whether or not arising from any events occurring prior to or after the execution of this instrument, and whether or not arising before or after any such Trustee is appointed hereunder, but excluding any matters directly arising from the misconduct or gross negligence of any such Trustee. Such matters shall include, but not be limited to:

(i) Failure to Comply

The failure or alleged failure of any person to fully comply with all of the requirements of any federal, state, or local law or regulation having as its object the protection of the public health, natural resources, or the environment, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Federal Water Pollution Control Act, the Clean Air Act, and any applicable state and local laws and regulations (hereinafter collectively referred to

as the "environmental laws"); and

(ii) Release or Presence of Certain Substances

The release or presence, or alleged release or presence, of any substance of which the manufacture, use, treatment, storage, transportation, removal, or disposal is regulated by any environmental laws (hereinafter collectively referred to as the "hazardous substances").

(c) Other Rights

Any such Trustee may specifically disclaim any powers held as a fiduciary hereunder on the basis that the said Trustee has determined, in the said Trustee's discretion that any such powers will or may cause the said Trustee to incur liability under any environmental laws.

Moreover, any such Trustee may accept as correct the interpretation of any environmental laws as set forth in (i) any judicial or administrative proceedings, or (ii) any guidance, proposed guidance, publication, draft guidance, policy, practice, or other pronouncement, promulgation, or statement of or from Environmental Protection Agency of the United States, the Department of Environmental Regulation of the State of California, or any other agency or municipality or authority with jurisdiction over any Trust-related assets. Also, any such Trustee, with respect to any Trust-related assets, shall have the discretionary power to notify any federal, state, or local governmental authority of the presence or release of any hazardous substances, or of any noncompliance, past, present, or future, with regard to any environmental laws. In addition, the following rights shall be held by any such Trustee:

(i) No Duty to Investigate

Any such Trustee shall be under no duty to exercise any of the aforementioned powers dealing with any environmental matters in regard to the said Trustee, and any such Trustee shall not be liable to any beneficiary or other person for exercising or failing to exercise any such powers; and

(ii) Discretionary Power Over This Trust

Any such Trustee, with respect to any Trust-related assets, shall have the discretionary power (unless otherwise provided in this instrument) to use and expend the income and principal of this Trust:

To conduct any audit, assessment, or investigation, deemed appropriate by any such Trustee, regarding the compliance with any environmental laws or the presence or release of any hazardous substances;

To remedy the presence or release of any hazardous substances or any failure to comply with any environmental laws;

To comply with any governmental order directing the assessment or remedy of the presence or release of any hazardous substances, or to contest such order, as any such Trustee may determine;

To institute any legal proceedings concerning any environmental matters, or to contest or settle any legal proceedings brought by any local, state, or federal agency, or private litigant concerning any environmental matters; and

To employ legal counsel, environmental consultants, and any other agents to assist any such Trustee in exercising any of the foregoing powers.

In regard to any such Trustee, all of the aforementioned shall survive the resignation of the said Trustee, if applicable, and the closing of my estate and any Trust or Share under this Trust.

Section 10. Co-Trustee Provisions

While two or more Trustees are acting, the following provisions shall apply where the context permits (unless otherwise provided in this instrument):

(A) Custody of the Assets

One Trustee may have custody of the Trust Estate and books and records of the Trust.

(B) Power to Buy and Sell the Assets

I as Trustee shall have the power to buy or sell any Trust asset, and the power to establish any bank or similar account (including the power to draw on any applicable checks or drafts, and to make any withdrawals from any such account), on the sole authority and signature of myself alone, but in all other cases, any Co-Trustees must act jointly with each other; and

(C) Delegation of Joint Powers

With respect to any matter as to which any Trustees have joint powers, any given Trustee, at any time and from time to time, may delegate any or all of such a Trustee's rights, powers, duties, and discretions (as a Trustee) to any other Trustee or Trustees then serving, with the consent of the latter.

ARTICLE VIII

ADMINISTRATIVE PROVISIONS

The following provisions shall apply to the Trust Estate created hereunder and to each Trust or Share thereof:

Section 1. Disability or Incompetency of a Beneficiary

In the event that the income, or any payment or distribution of principal, from the Trust Estate, or any Trust or Share, becomes payable to a minor, to a person who has been adjudicated incompetent (whether temporarily or permanently), or to a person not adjudicated incompetent, but who, by reason of illness, or mental or physical disability (whether temporary or permanent), is, in the opinion of my Trustee, unable to administer properly such a payment or distribution, then during such time or times, as my Trustee deems advisable, such a payment or distribution shall be made by my Trustee (i) to any such beneficiary directly; (ii) to the legally appointed guardian, conservator, or committee of any such beneficiary; (iii) to a relative or friend of any such beneficiary, for such

beneficiary's health, education, maintenance, or support; (iv) to a custodian selected for any such beneficiary under a Uniform Transfers to Minors Act (or similar or successor statute), whether or not the applicable custodian is selected by my Trustee or has already been serving as the said custodian; (v) to directly provide, in any other manner, for such a beneficiary's health, education, maintenance, or support; or (vi) to retain such a payment or distribution in Trust for up to twenty-one (21) years of age of such a beneficiary, in the discretion of my Trustee, and if not otherwise sooner paid or distributed, any such payment or distribution shall be paid or distributed directly to such a beneficiary, or to the estate of such a beneficiary upon the death of such a beneficiary. Notwithstanding anything to the contrary herein, this specific Section shall not apply when I am the applicable beneficiary.

Section 2. Spendthrift Provision

No disposition, charge, or encumbrance of either the income or the principal of any of the separate Trusts or Shares of this Trust, in whole or in part, by any beneficiary hereunder, by way of anticipation, shall be of any validity or legal effect, or be in any way considered by my Trustee, except for any beneficiary's right to disclaim. No such income or principal, in whole or in part, shall in any way be payable to any claim of any creditor, by any kind of legal or equitable process (including bankruptcy proceedings), in satisfaction of any debt or liability no matter when incurred in regard to any such beneficiary, except in those cases where my Trustee, in my Trustee's discretion, approves the credit extended and the assignment of such a beneficiary's interest hereunder as collateral therefor. In exercising any such discretion, my Trustee shall ascertain whether or not it would be in the best interest of such a beneficiary that credit be accepted and collateral given. My Trustee is specifically authorized to withhold any payments or distributions that would otherwise be payable to any such beneficiary, in order to enforce the terms and provisions of this Section.

Section 3. Incontestability

If any beneficiary under this Trust, either alone or with other persons or entities, shall in any manner directly or indirectly contest, attack, thwart, or otherwise seek to impair or invalidate any part or provision of the "Settlor's Estate Plan," then any share or interest under this trust instrument set aside for that beneficiary is revoked and shall be disposed of in the same manner as if the contesting beneficiary, as provided in this instrument, had predeceased the Settlor without issue.

For the purpose of construing this no-contest clause, the term "Settlor's Estate Plan" shall include:

- (1) The Settlor's Pourover Will dated of even date herewith.
- (2) This Restatement of Trust and all amendments thereto.
- (3) The Settlor's power of attorney for Health Care and Durable Powers of Attorney executed previously to the Trust.

Section 4. Accrued Income

Any income accrued or undistributed at the termination of any interest under this Trust or any Share thereof, shall be paid by my Trustee as income to the persons entitled to the next successive interest, in the proportions in which any such persons are entitled to take any such interest (unless otherwise provided in this instrument).

Section 5. Minimum Income

No Trustee shall be required to comply with the provisions of any present or future laws of any state or territory which deal with unproductive or under-productive assets, or any minimum income requirements of any kind (unless otherwise provided in this instrument).

Section 6. Rule Against Perpetuities Savings Clause

Notwithstanding anything to the contrary herein, no Trust or Share, in whole or in part,

created herein shall continue longer than the later of (i) sixty (60) years after the creation of any such Trust or Share, or (ii) twenty-one (21) years after the death of the last of all of the beneficiaries hereunder who were living at my death. Any such Trust or Share so terminated shall be distributed, outright and free of trust, proportionately to the then current income beneficiaries of the said Trust or Share, in accordance with the amount or amounts called for under the provisions of the said Trust or Share, and in which event any applicable remaindered shall not be considered as having a vested interest in the said Trust or Share so conveyed.

Section 7. Optional Jurisdiction of Probate Court

California Probate Code Sections 17200-17210 or any successor or substitute provisions of that Code authorizing optional probate court jurisdiction over living trusts are hereby made expressly applicable to all trusts created by this instrument.

Section 8. Funeral Instructions

It is my desire to be buried with my husband Jess Watkins. I do not wish to be cremated and I do not want an open casket service.

ARTICLE IX

SIMULTANEOUS DEATH PROVISIONS

Section 1. Other Beneficiaries

If any beneficiary and I shall die under such circumstances that there is not sufficient evidence to presumptively determine the order of our death, then it shall be presumed that I shall have survived the said beneficiary, and the Trust Estate shall be administered and distributed in all respects in accordance with such a presumption (unless otherwise provided in this instrument).

ARTICLE X

RULES OF INTERPRETATION

Section 1. Construction

I direct that any devises under this instrument shall be construed under the rules of construction relating to devises under a Will as found in the California Probate Code, as amended, including, but not limited to, the provisions dealing with general definitions, abatement, advancements, improper distributions, nonpayment of interest, a right of retainer, and the effect of a subsequent birth.

Section 2. Headings

The headings used in this instrument are for convenience only and shall not be resorted to for any interpretation of this Trust.

Section 3. Definitions

a. Trustee

Trustee shall also refer to any successor or alternate trustee. All successor or alternate trustees shall have the same powers, authorities, obligations, and limitations as the original trustee unless other provisions specifically provide to the contrary.

Section 4. Miscellaneous

Whenever the context so requires, the masculine shall include the feminine and the neuter, the feminine shall include the masculine and the neuter, the singular shall include the plural, and the plural shall include the singular. If any portion of this Trust is held to be void or unenforceable, the balance of this Trust shall, nevertheless, be carried into effect.

Section 5. Delivery of Notices

Any and all notices and other communications required or permitted by this instrument to be delivered to the Trustees or the Settlor shall be deemed properly delivered and received when

personally delivered to the Trustee or the Settlor, or, in lieu of personal delivery, when deposited in the United States mail, certified mail with postage pre-paid, addressed to the Trustee or the Settlor at the last known address of the Trustee or the Settlor, as the case may be.

Section 6. "Shall" and "May"

The use of the word "shall" indicates a mandatory direction, and the use of the word "may" indicates a permissive, but not mandatory, grant of authority.

Section 7. Trust Distributions

Any direction regarding the distribution of a trust shall refer to the trust as constituted on the date of distribution, and the direction shall not affect previous distributions for the trust. If at the time any trust is established, the time fixed for a distribution of principal has passed, the distribution shall be made on the establishment of that trust.

Section 8. Statutes and Successors

All references in this instrument to any statute, code or regulation shall be interpreted so as to include any successors or substitutes.

ARTICLE XI

ACCEPTANCE BY THE TRUSTEE

My Trustee acknowledges receipt of the property described in the Schedule 'A' attached hereto, accepts the Trust hereby created, and covenants that my Trustee will faithfully discharge all of the duties and responsibilities of the office under this Trusteeship.

IN WITNESS WHEREOF, Lolita M. Watkins has signed and sealed this Trust Agreement, consisting of thirty-five (35) pages, including the next page, and has acknowledged and declared it to be the Settlor's Trust Agreement, and Lolita M. Watkins has accepted the Trust imposed

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

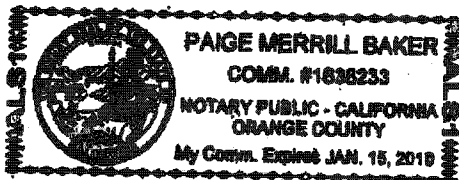
On JANUARY 31, 2007, before me, PAIGE MERRILL BAKER
DATE NAME, TITLE OF OFFICER, NOTARY PUBLIC

personally appeared Lolita M. Watkins
NAME(S) OF SIGNER(S)

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Paige Merrill Baker
SIGNATURE OF NOTARY



SCHEDULE A

The following is a description of the original assets of The Lolita M. Watkins Revocable Trust.

Cash in the amount of one hundred (\$100.00) Dollars. All of the Settlor's jewelry, wearing apparel, personal effects, furniture, furnishings, rugs, books, papers, pictures, prints, paintings, objects of art, silverware, china, glass, linens, other household effects and supplies, and all other unregistered tangible personal property of whatsoever description and wheresoever situated.

- a. Any motor vehicle owned by Settlor
- b. Any boat and/or trailer owned by Settlor
- c. All stocks, bonds and brokerage accounts wherever located
- d. All bank accounts wherever located
- e. All Certificates of Deposit and/or Treasury Bills
- f. All life insurance policies
- g. Any Safe Deposit Box in the Settlor's name
- h. All of the real property which is listed on Schedule A & B of the original Trust agreement and which is presently the subject of a Probate action and any other property I own or may acquire.
- i. All shares of stock issued to me in the corporation commonly known as High Country Ranches VI, Lake Elsinore Recreation Area, Inc. and DLBMS, Incorporated.

*****The Settlor understands and acknowledges that the act of transferring assets to the Trust may require more than mere recitation of the assets as stated herein. Settlor acknowledges her understanding that it is her responsibility to transfer financial accounts, insurance policies and other assets which require public title records to be changed to reflect ownership by the Trust. Recitation of the assets listed herein is accomplished solely to demonstrate the intent of the Settlor.***

SCHEDULE B

MEMORANDUM DISTRIBUTING PROPERTY

(Specific Dispositions of Personal Property)

TO: Subsequent Trustees of My Trust
FROM: Lolita M. Watkins
SUBJECT: Special Instructions

I desire and request that the Trustee distribute the following assets to the following named individuals and request that the Trustee also follow any other desires I write below. I understand that this request is not enforceable and that I state it as my request only.

ASSET	BENEFICIARY
1.	
2.	
3.	
4.	
5.	
6.	
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9.	
10.	
11.	
12.	
13.	
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16.	
17.	
18.	
19.	
20.	

Date: _____

Lolita M. Watkins, Settlor

DO NOT LEAVE LINES BLANK. CROSS OUT ANY BLANKS BEFORE SIGNING
Please fill in the blanks in your own handwriting!!!

OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
(951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
CLERK OF THE BOARD

KIMBERLY RECTOR
ASSISTANT CLERK OF THE BOARD



January 24, 2017

Tricia Almiron
Board of Supervisors
4080 Lemon Street
Riverside, CA 92501

Re: Statement of Economic Interests (Form 700) E-Filing Information

Dear Tricia Almiron:

You now have the opportunity to use the County of Riverside's e-filing system to create your Statement of Economic Interests (Form 700) document. To e-file your Form 700:

1. On the Internet, log in to the system at: <https://netfile.com/filer>
2. The e-mail address assigned to you in the system is: talmiron@rivco.org
3. To receive a password from the system, click on the "New User? Request a Password" link to the right of the log-in form. Submit your e-mail address to receive an e-mail from the system containing a link to reset your password. Click on the link to display a web page containing your password. Make sure to record your password.
4. Log in using your e-mail address and password and begin the Form 700 filing process.

After you log in, click the "Get Help for this Page" button for information and instructions. Each page also includes links to short instructional videos. At the end of the process, you can create a draft document for review. When you are satisfied with the document, please e-file your document. You do NOT have to print, sign and submit a paper copy of your e-filed statement.

Your data is saved in the system for future filings; next time, you will only need to edit any changes. This will increase the accuracy of your filing and will help you avoid filing amendments. Thank you for using the system!

If you have any questions, please contact me at (951) 955-1302.

Sincerely,

Cheri Marinos, SEI Filing Officer
Riverside County Clerk of the Board
P.O. Box 1147
Riverside, CA 92502-1147
951-955-1302