

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



**ITEM: 19.2**  
(ID # 7191)

**MEETING DATE:**

Tuesday, July 27, 2021


**FROM:** TREASURER-TAX COLLECTOR:

**SUBJECT:** TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 207, Item 1003. Last assessed to: Jose B. Duran, Trustee of the Joe B. Duran Trust (1994), District 4. [\$79,348-Fund 65595 Excess Proceeds from Tax Sale]

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

1. Approve the claim from Rita M. Duran and Susana Duran, successor co-trustees of The Joe B. Duran Trust (1994) for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcel 768381009-8;
2. Deny the claim from the City of Coachella for payment of excess proceeds resulting from the Tax Collector's public auction tax sale associated with parcel 768381009-8;
3. Authorize and direct the Auditor-Controller to issue warrant to Rita M. Duran and Susana Duran, successor co-trustees of The Joe B. Duran Trust (1994) in the amount of \$79,348.95, 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.

**ACTION: Policy**

  
Matthew Jennings, Treasurer-Tax Collector 7/14/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: July 27, 2021  
xc: Treasurer

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
<b>COST</b>	\$79,348	\$ 0	\$79,348	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% Fund 65595 Excess Proceeds from Tax Sale.</b>			<b>Budget Adjustment:</b>	N/A
			<b>For Fiscal Year:</b>	21/22

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

**BACKGROUND:**

**Summary**

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the May 24, 2016 public auction tax sale. The deed conveying title to the purchasers at the auction was recorded July 14, 2016. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on August 10, 2016, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of Parties of Interest Reports, Assessor's and Recorder's records, as well as other, various research methods used to obtain current mailing addresses for these parties of interest.

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

1. Claim from Rita M. Duran and Susana Duran, successor co-trustees of The Joe B. Duran Trust (1994), based on a Trust Transfer Deed recorded May 19, 1994 as Instrument No. 1994-205787, a copy of The Joe B. Duran Trust dated May 11, 1994, a declaration of the Joe B. Duran Trust (1994), reexecution of the Joe B. Duran Trust (1994) on July 7, 2004, and a Certificate of Death for Joe Duran.
2. Claim from the City of Coachella, based on copies of bills.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the Board approve the claim of Rita M. Duran and Susana Duran, successor co-trustees of The Joe B. Duran Trust (1994), in the amount of \$79,348.95 and deny the claim of the City of Coachella since the City of Coachella was not a party of interest at the time of the sale. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

**Impact on Residents and Businesses**

Excess proceeds will be released to the successor co-trustees of the last assessee of the property.

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

**ATTACHMENTS (if any, in this order):**

**ATTACHMENT A. Claim Duran**

**ATTACHMENT B. Claim Coachella**

  
Stephanie P., Principal Management Analyst 7/21/2021

  
Gregory V. Priarios, Director County Counsel 4/8/2021

**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 207 Item 1003 Assessment No.: 768381009-8

Assessee: DURAN, JOE B TR

Situs: 52280 CALLE TECHA COACHELLA 92236

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

RECEIVED

2017 JUL 14 PM 1:14

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$79,348.95 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. 00205787 recorded on 5/19/14. 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.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 17 day of July, 2017 at San Bernardino, CA  
County, State

Rita M. Duran  
Signature of Claimant

[Signature]  
Signature of Claimant

Rita M Duran  
Print Name

Susana Duran  
Print Name

10359 Stone Ct.  
Street Address

10359 Stone Court  
Street Address

Mentone, CA 92359  
City, State, Zip

Mentone, CA 92359  
City, State, Zip

(909) 709-0881  
Phone Number

909. 227. 8628  
Phone Number

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Executed this 17 day of July, 2017 at San Bernardino, CA  
County, State

Rita M. Duran  
Signature of Claimant

[Signature]  
Signature of Claimant

Rita M Duran  
Print Name

Susana Duran  
Print Name

10359 Stone Ct.  
Street Address

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Mentone, CA 92359  
City, State, Zip

Mentone, CA 92359  
City, State, Zip

(909) 709-0881  
Phone Number

909. 227. 8628  
Phone Number

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California

County of San Bernardino }

On July 17, 2017 before me, M.E. Thomas, Notary Public

Date Here Insert Name and Title of the Officer

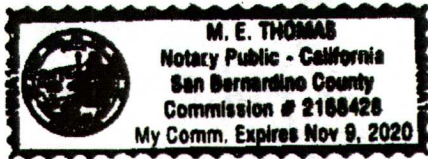
personally appeared Rita M. Duran and

Susana Duran Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

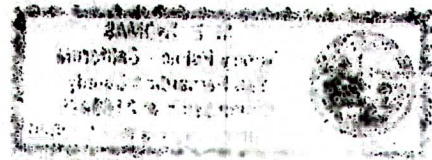
Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian of Conservator  Trustee  Guardian of Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



205787

RECORDING REQUESTED BY  
CAL MCINTOSH, ESQ.

Mail recorded instrument and  
tax statements to:  
JOE B. DURAN  
P. O. BOX 535  
COACHELLA, CA 92236

AP No. 765-152-009-9

RECEIVED FOR RECORD  
AT 8:00 O'CLOCK

MAY 19 1994

Presented to County Recorder  
of Riverside County, California  
Recorder  
Page 8

**TRUST TRANSFER DEED**  
(Excluded from Reappraisal Under Proposition 13, i.e.,  
Calif. Const. Art 13A, 1 st. seq.)

The undersigned Grantor(s) declares under penalty of perjury that the following is true and correct.

There is no Documentary Transfer tax due: This transfer to Grantor's revocable Trust of which he is the sole present beneficiary is not a sale and is exempt from Revenue & Taxation Code Sec. 11911. THERE IS NO CONSIDERATION FOR THIS TRANSFER.

This is a Trust Transfer under Section 62 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion.

- Transfer to a revocable Trust.
- Transfer to a Trust where the trustor or the trustor's spouse is the sole beneficiary.
- Other: \_\_\_\_\_

GRANTOR: JOE B. DURAN

hereby GRANTS to: JOE B. DURAN, Trustee of the Joe B. Duran Trust (1994)

the following described real property in the city of Coachella, County of Riverside, State of California:

LOT NO. 106 OF ABDELNOUR SUBDIVISION AS SHOWN BY MAP ON FILE IN BOOK 21 PAGE 19 OF MAPS, RIVERSIDE COUNTY RECORDS.

The street address of the above described property is:

52280 Calle Techa, Coachella, California 92236

Dated: May 11, 1994

Joe B. Duran  
JOE B. DURAN

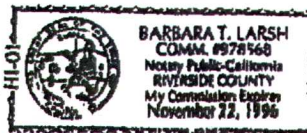
STATE OF CALIFORNIA )  
                                  )SS  
COUNTY OF RIVERSIDE )

On MAY 11, 1994 before me, Barbara T. Larsh, notary public, personally appeared JOE B. DURAN,  personally known to me  or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Barbara T. Larsh

(SEAL)



205787-007

5 19 94

THIS MICROFILM CAPTIONED 1994  
BY SECURITY UNION TITLE INSUR-  
ANCE COMPANY, ORANGE MICRO-  
GRAPHICS DIVISION.



THE JOE B. DURAN TRUST (1994)

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**THE JOE B. DURAN TRUST (1994)**

**PART ONE**

**DECLARATION OF TRUST DEFINITIONS AND IDENTIFICATIONS**

**SECTION 1.1 DECLARATION OF TRUST.**

Joe B. Duran, also known as Joe Baca Duran, a resident of Riverside County, California, and a citizen of the United States, herein called the "SETTLOR" or the "TRUSTEE" (depending on the context), hereby declares that he has transferred and set aside this 11th day of May, 1994 and holds in Trust as "TRUSTEE" herein all of his separate property described in Schedule A, attached hereto and made a part hereof, which constitute, together with any other property which may become subject to this Trust Agreement, the "Trust Estate," to be held, administered and distributed by the Trustee as provided in this Trust Agreement.

**SECTION 1.2 TRUSTEE.**

Settlor is the initial Trustee of the Trust Estate created under this Trust Agreement, and he and any successor trustee shall be hereinafter referred to (collectively and individually) as "TRUSTEE."

**SECTION 1.3 SETTLOR'S FAMILY.**

Settlor is a married man. His wife's name is Maria I. Duran, also known as Maria Inzunza Duran, and all references to "Settlor's wife" are to her. Settlor is separated from his wife, dissolution of marriage proceedings are pending, and the marriage will be dissolved in due course. The property in this trust is Settlor's sole and separate property, having been acquired before his marriage to his wife on May 12, 1979.

Settlor and his wife have three children, namely Rita Maria I. Duran, Susana I. Duran and Jose Luis I. Duran. Settlor has never had any other children.

**SECTION 1.4 DEFINITIONS.**

Several terms are used in this Trust Agreement which are defined in PART NINE. Settlor has reviewed in detail those definitions set forth in PART NINE and directs that those definitions shall apply throughout this Agreement unless the context in which a term is used clearly implies another meaning.

**SECTION 1.5 HOUSEHOLD AND PERSONAL EFFECTS ARE IN TRUST.**

Title and ownership of all of Settlor's presently owned household and personal effects, wherever located, are hereby transferred to the Trustee, to be held in trust in accordance with the terms of this Trust Agreement and any written instructions from Settlor to the Trustee respecting same. Furthermore, it is Settlor's intention that title and ownership of any household and personal effects acquired by the Settlor in the future shall also be deemed to be held by the Trustee in accordance with the terms of this Trust Agreement and any written instructions from Settlor to the Trustee respecting same, whether or not the transfer documents respecting said property refer to the Trustee or this Trust.

**PART TWO RIGHTS RESERVED TO SETTLOR**

**SECTION 2.1 ADDITIONS TO TRUST.**

The Settlor or any other person may at any time by an instrument in writing, by Will, or by naming the Trustee as beneficiary of life insurance or an employee benefit plan, add other property acceptable to the Trustee, and any such property, whether or not listed on Schedule A of this Trust Agreement, shall become part of the Trust Estate and be subject to all of the terms and provisions of this Trust Agreement.

**SECTION 2.2 SETTLOR'S RIGHT TO REVOKE TRUST.**

The Settlor may at any time during his life revoke or terminate this Trust, in whole or in part, by a written instrument. If the Settlor revokes this instrument, the Trustee shall deliver to the Settlor or his designee promptly after receipt of the Notice of Revocation all of the designated portion of the Trust's assets. If the Settlor revokes this instrument entirely or with respect to a major portion of the assets subject to this instrument, the

Trustee shall be entitled to retain sufficient assets reasonably required to pay liabilities the Trustee has lawfully incurred in administering the Trust, including Trustee's fees that have been earned, unless the Settlor shall indemnify the Trustee against loss or expense.

**SECTION 2.3      SETTLOR'S RIGHT TO AMEND.**

The Settlor may at any time during his life amend any terms of this Trust by a written instrument signed by the Settlor. No amendment shall substantially increase the Trustee's duties or liabilities or change the Trustee's compensation without the Trustee's consent, nor shall the Trustee be obligated to act under such an amendment unless the Trustee accepts it. If the Trustee is removed as a result of refusal to accept an amendment, the Settlor shall pay to the Trustee any sums due and shall indemnify the Trustee against liability the Trustee has lawfully incurred in administering the Trust.

**SECTION 2.4      TRUST IRREVOCABLE ON DEATH OF SETTLOR.**

On the death of the Settlor this Trust shall become irrevocable and not subject to amendment.

**PART THREE      DISTRIBUTION OF INCOME AND PRINCIPAL DURING  
SETTLOR'S LIFE**

**SECTION 3.1      PAYMENT OF INCOME AND PRINCIPAL DURING  
SETTLOR'S LIFE.**

During Settlor's life, the Trustee shall distribute income and principal of the Trust Estate for the Settlor's benefit as the Settlor directs, and shall accumulate and add to principal any undistributed net income.

**SECTION 3.2      IF SETTLOR INCAPACITATED.**

If at any time the Settlor becomes physically or mentally incapacitated and unable to manage his financial affairs, whether or not a court has declared him incompetent, mentally ill or in need of a conservator, the Trustee shall pay to or apply for the benefit of said Settlor during such incapacity the amounts of net income and principal from the Trust Estate which are necessary, in

the Trustee's discretion, for said Settlor's proper health, education, support, comfort and enjoyment in accordance with his accustomed manner of living. The Trustee shall take into account any payments made for the Settlor's benefit from other sources.

The only proof of incapacity required by the Trustee or other persons dealing with the Trustee shall be the written opinion of a licensed physician not related by blood or marriage to any Settlor, Trustee or beneficiary, certifying that the Settlor is incapacitated and unable to manage his financial affairs, and proof of Settlor's restoration to capacity may be provided in the same manner.

**PART FOUR**            **DISPOSITION OF TRUST PROPERTY ON SETTLOR'S DEATH**

**SECTION 4.1      PAYMENT OF SETTLOR'S EXPENSES.**

On the death of Settlor, the Trustee shall pay from the residue of the Trust Estate, the Settlor's just debts and the expenses of the Settlor's last illness, funeral and burial, probate and other administrative costs and expenses, including attorney's fees, and any federal estate tax and any state death tax that may be due by reason of the Settlor's death, unless the Trustee, in his discretion, determines that other adequate provisions have been made for payment of such debts, expenses and taxes.

**SECTION 4.2      HOUSEHOLD AND PERSONAL EFFECTS**

On Settlor's death, any household and personal effects held by the Trustee shall be disposed of as directed by written instructions to the Trustee signed by the Settlor, but any household and personal effects not mentioned in such written instructions or disposed of by other provisions of this Trust Agreement shall be distributed as the Trustee in his discretion deems appropriate or sold and the proceeds added to the Trust Estate.

**SECTION 4.3      SPECIFIC GIFT.**

After Settlor's death, the Trustee shall distribute from the Trust Estate the following gift:



1. If Maria I. Duran survives Settlor and Settlor still owns the single family residence at 1306 4th Street in Coachella, California, legally described as Lot 8 in Block 5 of Coachella, as shown by map on file in Book 6, Page 49 of Maps, records of Riverside County, California, the Trustee shall distribute said residence to Maria I. Duran, subject to any encumbrances thereon, but if she does not survive Settlor said gift shall lapse and become part of the residue of the Trust Estate.

**SECTION 4.4 DISTRIBUTION OF RESIDUE.**

On the death of Settlor, the residue of the Trust Estate shall be distributed as follows:

1. **Sprinkling Trust.** If any of Settlor's children survives him and is under twenty-three years of age, until Settlor's youngest living child has reached twenty-three (23) years of age, the residue of the Trust Estate shall be placed in a Sprinkling Trust for the benefit of all of Settlor's living children, and held, administered and distributed in accordance with the provisions of this subsection 1. of Section 4.4.

a. The trustee shall pay to or apply for the benefit of any one or more of the beneficiaries as much of the net income and principal of the trust as the trustee, in the trustee's discretion, deems necessary to provide for the health, education and support of each of them, taking into consideration to the extent the trustee deems advisable all other financial sources available to them, including public benefits and student scholarships, grants and loans. It is Settlor's desire that each of his children obtain a college or other post-high school education, and a primary purpose of this Sprinkling Trust is to assist each of them with this education to the extent that other financial sources available to them, including part time work, student scholarships, grant and loans, are insufficient for their needs.

In making these payments and distributions, the trustee may pay, distribute or apply more to or for some beneficiaries than others, and may make payments or distributions to or for one or more beneficiaries to the exclusion of others. No amount paid out or applied need thereafter be repaid to the trustee or restored to

the trust. All decisions of the trustee regarding payments under this Sprinkling Trust, if any, are within the trustee's discretion and shall be final and incontestable by anyone. The trustee shall accumulate and add to principal any net income not distributed.

2. When there are no surviving children of Settlor under twenty-three (23) years of age, the Trustee shall divide and distribute the residue of the trust estate into as many equal shares as there are Settlor's children then surviving, and distribute such shares as follows:

a. One share to each of Settlor's surviving children, free of this trust.

b. As far as practicable, the trustee shall include in the share of each child of Settlor who survives him a certain parcel of real property, as specified below, and all of said parcels shall be considered to be of equal value for purposes of distribution under this subsection 2. of Section 4.4:

(1) To Rita Maria I. Duran, the parcel at 52-487 Calle Avila, in the City of Coachella, County of Riverside, State of California, legally described as Lot 95 of the Abdelnour Subdivision as shown by Map on file in Book 21 page 19 of Maps, Riverside County Records.

(2) To Susana I. Duran, the parcel at 1478 2nd Street, City of Coachella, County of Riverside, State of California, legally described as Lot 13 in Block 10 of Coachella, as shown by Map on file in Book 6, page 49 of Maps, Records of Riverside County.

(3) To Jose Luis I Duran, the parcel at 52-280 Calle Techa, City of Coachella, County of Riverside, State of California, legally described as Lot 106 of Abdelnour Subdivision as shown by Map on file in Book 21 page 19 of Maps, Riverside County Records.

c. If none of Settlor's children are surviving, then to Settlor's issue then surviving, by right of representation.

**SECTION 4.5 PREVENTING OUTRIGHT DISTRIBUTION TO YOUNG BENEFICIARY.**

(1) Until a beneficiary of this Trust reaches the age of twenty-three (23) years, the Trustee shall pay to or apply for such beneficiary's benefit so much of the income and principal of the beneficiary's trust, up to the whole thereof, as the Trustee in his discretion deems advisable for such beneficiary's proper health, education, support and welfare. The Trustee shall add to principal any net income not distributed.

(2) When each such beneficiary reaches the age of twenty-three (23) years, the Trustee shall pay to or apply for his benefit any remaining balance of his trust, free of trust.

**SECTION 4.6 DISTRIBUTION ON YOUNG BENEFICIARY'S DEATH BEFORE COMPLETE DISTRIBUTION.**

If a young beneficiary dies before attaining the age of twenty-three (23) years, any property retained for him shall be distributed to his issue who survive him, by right of representation, but if there are none then to his siblings who survive him, but if there are none then said property shall be added to the residue of the Trust Estate and be distributed accordingly.

**SECTION 4.7 DISTRIBUTION IF NO SURVIVING BENEFICIARIES.**

If at any time before full distribution of the Trust Estate all of Settlor's issue are deceased and no other disposition of the property is directed by this instrument, the remaining portion of the estate shall then be distributed to Maria I. Duran, if she is then surviving, but if she is not then to Settlor's heirs at law then surviving according to the California law of intestate succession then in effect respecting separate property not acquired from a predeceased spouse.

**SECTION 4.8 SPENDTHRIFT TRUST.**

All Trusts created under this Trust Agreement shall be spendthrift trusts.

**PART FIVE      POWERS OF TRUSTEE**

**SECTION 5.1      GENERAL POWERS.**

The Trustee of the Trust Estate shall have the following powers:

(1) **Standard.** To exercise all powers granted to trustees by the common law or any applicable statutes (as they exist at this date or are subsequently amended), to the extent they increase the powers granted to trustees. If, however, those powers are in conflict with the provisions of this Agreement, the terms of this Agreement shall prevail.

(2) **Employment of Agents.** To employ such brokers, bank custodians, investment counsel or managers, attorneys, accountants and other agents or servants, and to delegate to them such duties, rights, and powers of the Trustee for such periods as the Trustee shall think fit; and to pay such persons reasonable compensation out of the Trust Estate, all regardless of whether any such person or entity is (or is a partner, employee, or employer of, or is owned by) a beneficiary or Trustee hereunder.

(3) **Acceptance of Additional Property.** To accept from any source and property acceptable to the Trustee to be held as part of and Trust hereunder. The Trustee also is authorized (but not directed) to accept from the executor, at the termination of the administration of any estate of which any Trust established herein may be the beneficiary, the assets delivered by the executor to the Trustee on the basis of the accounting therefor as submitted by the executor, without requiring an audit or other independent accounting of the acts of such executor. No trustee hereunder shall have any duty, responsibility, obligation, or liability whatsoever for, or failure to rectify, the acts or omissions of said Executor.

(4) **Powers Under Changed Conditions.** To exercise such powers as may be necessary or desirable in the management and control of the Trust Estate, whether or not such powers are of like kind or character to those enumerated in this instrument; and in particular to enable the Trustee to act under changed conditions, the exact nature of which cannot now be foreseen.

**SECTION 5.2 ADDITIONAL POWERS.**

The Trustee also shall have the powers listed in this Section.

**(1) Custody of Trust Estate; Nominees; Disbursement of Funds.**

(a) To grant, bargain, sell, convey, exchange or lease any real or personal property held by the Trustee;

(b) To hold securities or other property in the name of any one Trustee or nominee, without disclosing any fiduciary relation; to vote stock, give proxies, pay calls for assessments, sell, or exercise stock subscription or conversion rights;

(c) To produce and carry at the expense of the Trust Estate insurance of such kind and in such form and amount as the Trustee deems advisable to protect the Trustee and the Trust Estate against any hazard;

(d) To borrow money for any trust purpose, hypothecate the Trust Estate or any part thereof and replace, and extend any encumbrance thereof, upon such terms, conditions and security as may be determined by the Trustee and to pay loans or other obligations of the Trust Estate as the Trustee in his discretion deems advisable;

(e) To buy, sell and trade in securities of any nature including short sales, puts, calls and other options, on margin, and for such purposes may maintain and operate margin accounts with brokers and may pledge any securities held and purchased by the Trustee with such brokers as security for loans and advances made to the Trustee.

(f) To keep any of the property of the Trust Estate in any place or places in the State of California or elsewhere in the United States or abroad, or with any depository or custodian at such place or places; to hold any of the securities or other property of the Trust Estate for any length of time in the name of a nominee or nominees without mention of any trust created herein in any instrument of ownership, and to transfer title of same by the signature of any one of the trustees; to make all disbursements of the Trust funds without any counter-signature of a co-trustee, unless the signature card for an account requires more than one signature, to designate agent(s) or attorneys-in-fact to administer

deposit accounts on behalf of the Trust, including the power to establish deposit accounts and time certificates, deposit funds, and sign checks and withdraw funds from any such account, and to make all reports, including tax returns, to any agency of the government, local, state, or federal.

(2) **Execution of Documents.** To execute and deliver agreements, assignments, bills of sale, contracts, deeds, leases, notes, powers of attorney, warranties, covenants, guaranties, receipts, releases, discharges, acquittances, and other papers or documents reasonably necessary or desirable to carry out the powers granted to a Trustee.

(3) **Division Into Shares or Separate Trusts.** To hold, manage, invest, and account for the several shares or separate Trusts which may be held in trust, either as separate funds or as a single fund, as the Trustee shall think fit; if as a single fund, to make division thereof only upon the books of account, to allocate to each share or Trust its proportionate part of the principal and income of the single fund, and to charge against each share or Trust its proportionate part of the common expense.

(4) **Method of Distribution or Division.** In dividing the Trust Estate into separate shares or trusts, or in distributing the same, to divide or distribute in cash, in kind, or partly in cash and partly in kind, using different properties according to their value or undivided interests in the same properties, as the Trustee shall think fit; for any purpose, including division or distribution, to value the Trust Estate or any part thereof reasonably and in good faith, such valuation to be conclusive upon all parties.

(5) **Termination of Small Trust.** Notwithstanding any other provision of this Agreement, the Trustee shall have the power to terminate any separate Trust established by this Agreement whenever in the Trustee's opinion such Trust is so small in value that the administration thereof no longer is economically advisable, after first considering, however, all financial or special advantages to the beneficiary or beneficiaries of continuing the Trust Estate. In the event of such termination, the Trustee shall distribute the

remaining Trust assets to the then income beneficiary or beneficiaries, per stirpes. The Trustee's judgment shall be final and binding upon all interested parties, and distribution of Trust assets in any manner provided in this instrument shall relieve the Trustee of any further responsibility with respect to such assets.

(6) **Tax Elections.** The Trustee may make such elections under the tax laws applicable to any Trust as the Trustee in its sole discretion shall determine. No compensating adjustments between principal and income, nor with respect to any Trust, need be made even though the elections made under the tax laws by the executors or personal representatives of the estates of the Settlor or the Trustee may affect (beneficially or adversely) the interests of the beneficiaries unless the Trustee in his discretion deems it advisable or equitable to do so. The action of the Trustee shall be binding upon all beneficiaries.

(7) **Payments to Incapacitated Person.** During the minority or physical or mental incapacity of any person to whom or for whom principal or income from the Trust Estate of any Trust created herein may be paid (either during the term of a trust or upon final distribution of a trust), the Trustee may make such payment in any one or more of the following ways:

- (a) To such person directly;
- (b) To the guardian, committee, conservator, or other similar official of such person;
- (c) To a relative of such person to be expended by such relative for the benefit of such person, including payment to such relative;
- (d) To a custodian under an applicable Uniform Transfer to Minors Act; or
- (e) By the Trustee expending the same directly for the benefit of such person.

The Trustee's determination of the minority or incapacity of any such person shall be final, and the Trustee shall not be responsible for the application of any payment after the same has been made to any person in accordance with the provisions hereof.

(8) **Assistance to Certain Estates.** The Trustee may, in its

sole discretion, utilize the principal of any Trust properties as set forth in this Section, and any payment made in the bona fide belief that it is pursuant to this Section shall be binding upon all beneficiaries:

(a) Investments. To purchase and to retain as investments any securities or other property, real or personal, belonging to the estate of the Settlor.

(b) Loans. To make loans to the Executor of either Settlor's estate on such terms as the Trustee deems advisable.

(c) Administration Expenses. To pay any legally enforceable debts (excluding debts secured by real estate), funeral expenses, expenses of the administration of the estate of the Settlor, and federal estate and state inheritance taxes, including interest and penalties thereon, which may become payable because of the death of the Settlor.

(9) Securities Brokerage Accounts. Any Trustee (with the consent of any Co-Trustee) will have the power:

(a) To act individually, independently and without the consent of the other Trustees for all purposes related to the Trust's Brokerage Account.

(b) To delegate to others under a discretionary trading authorization the authority to give trading instructions with respect to the Trust's Brokerage Account.

(c) To enter into transactions for the purchase and sale of securities and other investments, including, without limitation, stocks (preferred or common), bonds, mutual funds, and certificates of deposit.

(d) To maintain a Margin and Short Account and through such account to purchase securities on margin, sell securities which the Trust does not own (i.e., short sales) and to borrow securities in connection therewith, to borrow money, to secure the performance of the Trust's obligations by granting a security interest in Trust assets held in the Brokerage Account, to pledge, repledge, hypothecate or rehypothecate assets of the Trust.



(e) To trade in options, including, without limitation, the purchase of puts and calls and the writing (sale) of covered and uncovered puts and calls.

**SECTION 5.3      TRANSACTIONS WITH RELATED PARTIES AND  
SELF-DEALING.**

The powers of the Trustee to enter into any transaction shall in no way be limited by the fact that the same or another party to such transaction is a beneficiary; the estate of a beneficiary (whether living or deceased); a trust created by or for the benefit of a beneficiary (whether living or deceased); the estate of the Settlor; a trustee of any trust (including Trustees appointed herein) acting in a capacity other than its fiduciary capacity; or an executor or administrator of any estate (including that of the Settlor) acting in a capacity other than its fiduciary capacity.

**SECTION 5.4      RELEASE OF POWER OF AMENDMENT OF TRUSTS.**

Any Trustee shall have the power and authority to amend the provisions of this instrument in order to surrender, release, renounce, or disclaim any one or more of the powers given by this instrument to that Trustee. Any such amendment shall be made by written instrument acknowledged and filed in the Deed Records of the Settlor's County. After any power has been so surrendered, released, renounced, or disclaimed, it never again shall be exercised by that Trustee.

**PART SIX            ADMINISTRATION OF TRUST**

**SECTION 6.1      RECORDS INSPECTION.**

The Trustee (other than Settlor) shall keep accurate and complete records of trust transactions. Any beneficiary (or the beneficiary's representative authorized in writing) may inspect the records at any reasonable time.

**SECTION 6.2      ANNUAL REPORT.**

Upon written request by any present or remainder beneficiary or his personal representative authorized in writing, the Trustee (other than Settlor) shall make an annual report in writing to said beneficiary. Such report shall be for a calendar or fiscal year

beginning each year on a date selected by the Trustee as appropriate for this purpose and shall be submitted to such beneficiary (or to the guardian, conservator, committee, or other like official of any incapacitated beneficiary) with reasonable promptness after the end of such period. Each report shall include a statement of all property on hand at the end of such year, all receipts and disbursements during such year, all sales and purchases made during such year, and of such other acts of the Trustee as may be necessary to furnish such beneficiary with adequate information as to the condition of the Trust Estate.

**SECTION 6.3 COMPENSATION AND BOND.**

Any Trustee shall be entitled to reasonable fees commensurate with its duties and responsibilities, taking into account the value and nature of the Trust Estate and the time and work involved. Provided, however, if Maria I. Duran acts as trustee, her fee for services shall be \$250.00 per month. The Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with its fiduciary duties hereunder. No Trustee, whether original or successor, shall be required to furnish bond or other security, except as herein expressly provided.

**SECTION 6.4 NO COURT SUPERVISION.**

No Trustee shall be required to qualify before, be appointed by, or, in the absence of breach of trust, account to any court or obtain the order or approval of any court in the exercise of any power or discretion.

**SECTION 6.5 PROBATE COURT JURISDICTION AVAILABLE.**

Any trustee or beneficiary of this Trust can seek the assistance of the Probate Court as provided in Chapter 3 of Division 9 (the Trust Law) of the California Probate Code.

**SECTION 6.6 OUT-OF-STATE PROPERTIES.**

If at any time any Trust Estate shall consist in whole or in part of assets located in a jurisdiction in which the Trustee is not authorized or is unwilling to act, the Trustee may appoint an ancillary trustee for that jurisdiction and may confer upon such ancillary trustee such rights, powers, discretions, and duties to act solely with respect to such assets as the Trustee may deem

appropriate. The ancillary trustee shall be answerable to the Trustee for all monies and other assets that may be received by it in connection with the administration of such property. The Trustee may pay to the ancillary trustee reasonable compensation for its services and may absolve it from any requirement that it furnish bond or other security.

**SECTION 6.7 REVISED UNIFORM PRINCIPAL AND INCOME ACT  
TO GOVERN.**

Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. The Trustee in the Trustee's discretion shall determine any matter not provided for either in this instrument or in the California Revised Uniform Principal and Income Act.

Notwithstanding any other provisions of this instrument or of the California Revised Uniform Principal and Income Act, the Trustee may in his discretion establish a reserve for depreciation of all income-producing real and personal property and for capital improvements and extraordinary repairs. In addition:

A reasonable reserve for depletion of all depletable natural resources, including, but not limited to, oil, gas, and mineral and timber property, shall be charged to income from time to time;

Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal;

A reasonable reserve for amortization of all intangible property with a limited economic life, including, but not limited to, patents and copyrights, shall be charged to income from time to time.

**SECTION 6.8 NOTICE.**

Unless the Trustee has received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust, the Trustee shall not be liable to any beneficiary of this

Trust for distribution made as though the event had not occurred, provided this clause shall not exculpate the Trustee from liability arising from nonpayment of death or generation-skipping taxes that may be payable by the Trust on occurrence of an event affecting the beneficial interests of this trust.

**SECTION 6.9 PERPETUITIES SAVINGS CLAUSE.**

Unless terminated earlier in accordance with other provisions of this instrument, all trusts created under this instrument shall terminate twenty-one (21) years after the death of the last survivor of persons named as beneficiaries in this instrument who are living at the time of Settlor's death. The principal and undistributed income of a terminated trust shall be distributed to the income beneficiaries of that trust in the same proportion that the beneficiaries are entitled to receive income when the trust terminated. If at the time of termination the rights to income are not fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to the persons who are then entitled or authorized, in the Trustee's discretion, to receive distributions from this Trust.

**SECTION 6.10 CHOICE-OF-LAW CLAUSE.**

The validity of this Trust and the construction of its beneficial provisions shall be governed by the laws of the State of California in force from time to time. This section shall apply regardless of any change of residence of the Trustee or any beneficiary, or the appointment or substitution of a Trustee residing or doing business in another state. Notwithstanding the foregoing, the validity and construction of this Trust in relation to any real property located in a jurisdiction outside the State of California shall be determined under the laws of such jurisdiction.

**SECTION 6.11 JUDGMENT AND DISCRETION OF TRUSTEE FINAL.**

Wherever the judgment or discretion of any Trustee may be exercised, it shall be final and binding upon every person interested in the Trust Estate. Any Trustee exercising any discretionary power relating to the distribution or accumulation of

principal or income, or to the termination of any trust, shall be responsible only for lack of good faith in the exercise of such power.

**PART SEVEN            CHANGE IN TRUSTEE**

**SECTION 7.1            RESIGNATION OF TRUSTEE AND SUCCESSOR TRUSTEE.**

Any Trustee may resign at any time. If Settlor becomes incapacitated as provided in Section 3.2 or for any reason ceases to act as Trustee and fails to appoint a successor trustee in his place, the following named persons or entities shall serve as successor cotrustees in the order named.

1. Maria I. Duran and Rita Maria I. Duran, as cotrustees.
2. Susana I. Duran shall act as successor cotrustee if either Maria I. Duran or Rita Maria I Duran for any reason ceases to act as cotrustee and fails to appoint a successor cotrustee in her place.
3. Jose Luis I. Duran as successor cotrustee.

If none of the persons named above is willing and able to act as successor trustee and Settlor fails to appoint another successor trustee, the adult beneficiaries of this trust (including remainder beneficiaries) may appoint a successor trustee by majority vote.

**SECTION 7.2            POWER OF TRUSTEE TO DESIGNATE SUCCESSOR TRUSTEE.**

Notwithstanding the preceding Section 7.1, and subject to Settlor's right during his lifetime to appoint whomever he wishes as successor trustee, each person designated or acting from time to time as a trustee or co-trustee of any trust(s) established by this instrument shall have the power to designate successor trustee(s) to act when he or she becomes unable or unwilling to act as trustee of the trust(s).

Any person acting as Trustee of any trust may from time to time revoke any designation of any successor to himself and designate other persons or entities as his successor trustee.

**PART EIGHT**

**LIABILITY OF TRUSTEE AND PERSONS DEALING WITH TRUSTEE**

**SECTION 8.1 PERSONS DEALING WITH TRUSTEE.**

Any person dealing with the Trustee may rely on his representation of his powers and authority as trustee and shall not be required to review the terms of this Trust or otherwise investigate said powers and authority.

**SECTION 8.2 LIABILITY OF TRUSTEE.**

No Trustee shall be responsible or liable for any loss to the Trust Estate unless it is caused by his gross negligence or willful misconduct.

**SECTION 8.3 LIABILITY OF TRUSTEE FOR ACTS OF OTHERS.**

No Trustee shall be liable or responsible for the acts, omissions, or defaults of any agent or other person to whom duties may be properly delegated hereunder (except officers or regular employees of any Trustee), if such agent or person was appointed with due care. No Trustee shall be liable or responsible for failure to contest the accounts of any other Trustee, or otherwise to compel any other Trustee to redress any breach of trust, unless requested in writing to do so by a beneficiary or his guardian ad litem.

**SECTION 8.4 LIMITATION OF PERSONAL LIABILITY OF TRUSTEE.**

No Trustee acting in his fiduciary capacity hereunder shall incur any personal liability for obligations of the trust to any third party who deals with the Trustee in the administration of the Trust Estate. Each Trustee shall be entitled to reimbursement from the Trust Estate for any liability, whether in contract or in tort, incurred in the administration of the Trust Estate in accordance with the provisions hereof. Each Trustee may contract in such form as to exempt the Trustee from such personal liability and to cause such liability to be limited to the Trust Estate.

**PART NINE            DEFINITIONS**

**SECTION 9.1        SURVIVE.**

Except as otherwise provided in this Trust Agreement, for purposes of this instrument, one person shall be regarded as having survived another only if the former survived the latter by sixty (60) days or more.

**SECTION 9.2        ISSUE, DESCENDANTS, AND CHILDREN.**

Wherever used in this Trust, the word "issue" or the word "descendants" shall mean legitimate descendants of whatever degree, including descendants both by blood and by adoption. Any reference in this Agreement to Settlor's "child or children" shall include only the natural and adopted children of the Settlor living or deceased at the death of the Settlor. For purposes of this Agreement, a person shall be regarded as having been adopted by another only if the adoption is by court proceedings, the finality of which is not being contested by the adopting person. A child en ventre sa mere shall be regarded for purposes of this Will as though such child were then living, but only if such child survives birth.

**SECTION 9.3        SPENDTHRIFT TRUST**

Wherever used in this Trust Agreement, the term "spendthrift trust" shall mean a trust in which the interests of the beneficiaries in the principal and/or income of the Trust shall not be subject to the claim or claims of their creditors or others, shall not be subject to legal process, and may not be voluntarily or involuntarily alienated or encumbered before actual receipt by the beneficiary.

**SECTION 9.4        EDUCATION.**

Whenever used in this Agreement, the term "education" shall include elementary, secondary, college, and post graduate study or vocational training or study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary's choice. Distributions for education may include tuition, fees, books, supplies, living expenses, travel, and spending money to the extent that they are reasonable and necessary.

**SECTION 9.5 HOUSEHOLD AND PERSONAL EFFECTS.**

Wherever used in this Trust, the term "household and personal effects" shall mean Settlor's jewelry, clothing, books, china, crystal and silverware, furniture and furnishings, objects of art, collections, boats, automobiles, club memberships, and all other personal property of a nature, use, and classification similar to the foregoing, and includes all rights that Settlor may have under any insurance policies relating thereto. Expressly excluded from this definition is any tangible personal property regularly used in connection with any business in which Settlor owns any interest.

**PART TEN MISCELLANEOUS**

**SECTION 10.1 SITUS OF TRUSTS.**

The Trusts created herein shall be deemed California Trusts and shall, in all respects, be governed by the laws of the State of California. If, however, the Trustee, in its sole discretion, determines that a change of situs would be beneficial to the purposes of any separate trust established by this instrument, the Trustee shall have the discretion and authority to change the situs of any such Trust to another state. If the situs of any such Trust is changed to another state, then the Trust shall, in all respects, be governed by the laws of the state which is the new situs.

**SECTION 10.2 USE OF WORDS.**

As used in this Agreement, whenever the context so indicates, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

**SECTION 10.3 PARTIES BOUND.**

This Agreement shall extend to and be binding upon the Trustee, the Settlor, and upon their heirs, executors, administrators, successors and assigns, and the beneficiaries designated in this Agreement.

**SECTION 10.4 INVALID PROVISIONS.**

If any part of this Agreement shall be invalid, illegal, or inoperative for any reason, it is the Settlor's intention that the remaining parts, so far as possible and reasonable, shall be



effective and fully operative. The Trustee may seek and obtain court instructions for the purpose of carrying out as nearly as may be possible the intention of this Agreement as shown by the terms hereof, including any terms held invalid, illegal, or inoperative.

**SECTION 10.5 HEADINGS: TABLE OF CONTENTS.**

The Table of Contents and the headings used throughout this Agreement have been inserted for administrative convenience only, and do not constitute matter to be construed in interpreting this Agreement.

**SECTION 10.6 EXPENSE OF DEFENDING THE TRUST.**

The Trustee is authorized to defend, at the expense of the Trust Estate, any contest or other attack of any nature on this Trust or any of its provisions, and if said contest or other attack is made by a beneficiary of this Trust, said expense shall be paid from said beneficiary's share of the Trust Estate if the Trustee, in his discretion, deems it advisable to do so.

**PART ELEVEN      NAME OF TRUST**

**SECTION 11.1 NAME OF TRUST.**

The Trust created in this instrument may be referred to as THE JOE B. DURAN TRUST (1994). Settlor hereby certifies that he has read the foregoing Trust Agreement and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed, and disposed of by the Trustee. Settlor approves this Trust Agreement in all particulars and requests that the Trustee execute it.

EXECUTED AT PALM DESERT, RIVERSIDE COUNTY, CALIFORNIA, THIS  
11TH DAY OF MAY, 1994.

  
\_\_\_\_\_  
JOE B. DURAN, SETTLOR

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
CAL MCINTOSH, ATTORNEY FOR  
SETTLOR

JOE B. DURAN DOES HEREBY AGREE TO ACT AS TRUSTEE UNDER THIS TRUST AGREEMENT.

Joe B. Duran  
JOE B. DURAN, TRUSTEE

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 )SS  
COUNTY OF RIVERSIDE )

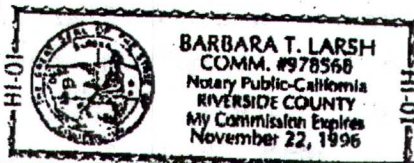
On MAY 11, 1994, before me, Barbara Larsh, notary public, personally appeared JOE B. DURAN,  personally known to me  or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the 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 this instrument.

WITNESS MY HAND AND OFFICIAL SEAL.  
Barbara Larsh (SEAL)

CAPACITY CLAIMED BY SIGNER

- \_\_\_ Individual(s)
- \_\_\_ Corporate \_\_\_\_\_
- \_\_\_ Officer(s) \_\_\_\_\_
- \_\_\_ Partner(s)
- \_\_\_ Attorney-in-fact
- \_\_\_ Trustee(s)
- \_\_\_ Subscribing witness
- \_\_\_ Guardian/conservator
- \_\_\_ Other: \_\_\_\_\_

SIGNER IS REPRESENTING: \_\_\_\_\_



Additional: Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Date of Document: \_\_\_\_\_ signer(s) other Than Named Above: \_\_\_\_\_

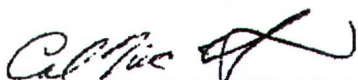
**ATTESTATION**

On the date last above written, JOE B. DURAN declared to us, the undersigned, that the foregoing Trust Agreement, consisting of 23 pages, including the page signed by us as witnesses to it, is THE JOE B. DURAN TRUST (1994). He thereupon signed this Trust Agreement in our presence, all of us being present at the same time. We now, at his request, in his presence, and in the presence of each other, subscribe our names as witnesses.

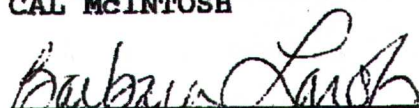
It is our belief that JOE B. DURAN is of sound mind and memory and is under no constraint or undue influence whatsoever.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 11, 1994, at Palm Desert, California.

  
\_\_\_\_\_  
CAL MCINTOSH

Address: 45-275 Prickly Pear Ln.  
Palm Desert, CA 92260

  
\_\_\_\_\_  
BARBARA LARSH

Address: 45-275 Prickly Peal Ln.  
Palm Desert, CA 92260

**THE JOE B. DURAN TRUST (1994)**

**SCHEDULE "A"**

1. All household and personal effects.
2. Checking account  
Coachella branch. Valley Independent Bank,
3. Savings account  
branch. American Savings Bank, Indio
4. Savings account  
branch. at American Savings Bank, Indio
5. Savings account  
branch. at American Savings Bank, Indio
6. Savings account  
branch. at American Savings Bank, Indio
7. Real property located at 1306 4th St., Coachella, CA legally described as Lot 8 in block 5 of Coachella, as shown by map on file in Book 6, Page 49 of Maps, Records of Riverside County, California.
8. Real property located at 52280 Calle Techa, Coachella, CA legally described as Lot 106 of Abdelnour subdivision as shown by map on file in Book 21 Page 19 of Maps, Riverside County records.
9. Real property located at 1478 2nd St., Coachella, CA legally described as Lot 13 in block 10 of Coachella, as shown by map on file in Book 6, Page 49 of Maps, records of Riverside County.
10. Real property located at 52487 Calle Avila, Coachella, CA legally described as Lot 95 of the Abdelnour subdivision as shown by map on file in Book 21 Page 19 of Maps, Riverside County records.
11. Beneficial interest in Deed of Trust dated 6/14/90, executed by Ruben and Melva Aceves and recorded as Instrument No. 250024 on July 6, 1990 of Official records in the County Recorder's office of Riverside County, California.

\*\*\*\*\*

DECLARATION OF JOE B. DURAN RE REXECUTION OF  
THE JOE B. DURAN TRUST (1994)

I, Joe B. Duran, hereby declare:

1. That the original of the Joe B. Duran Trust (1994), which I executed May 11, 1994, has been lost or misplaced.
2. That a true copy of The Joe B. Duran Trust (1994) is attached to this Declaration.
3. That it is my intention and desire that said Trust Agreement, as hereafter amended, shall remain in full force and effect.

Therefore, I hereby reexecute The Joe B. Duran Trust (1994) as Settlor and Trustee before witnesses this July 7, 2004, in Palm Desert, California.

*Joe B. Duran*  
JOE B. DURAN, SETTLOR

*Joe B. Duran*  
JOE B. DURAN, TRUSTEE

**NOTARY ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
                                  )SS  
COUNTY OF RIVERSIDE )

On July 7, 2004, before me, Cal McIntosh, Notary Public, personally appeared Joe B. Duran, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacities, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

*Cal McIntosh*  
CAL MCINTOSH, NOTARY PUBLIC

(SEAL)



**ATTESTATION**

On the date last above written, Joe B. Duran declared to us, the undersigned, that the foregoing Trust Agreement, consisting of 22 pages, is The Joe B. Duran Trust (1994). He thereupon reexecuted this Trust Agreement and signed the above Declaration of Joe B. Duran Re Reexecution of The Joe B. Duran Trust (1994) in our presence, all of us being present at the same time. We now, at his request, in his presence, and in the presence of each other, subscribe our names as witnesses. It is our belief that Joe B. Duran is of sound mind and memory and is under no constraint or undue influence whatsoever.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 7, 2004, at Palm Desert, California.

*Calvin J. McIntosh*  
 \_\_\_\_\_  
 Cal McIntosh  
 Address: 73401 Terraza Drive  
 Palm Desert, CA 92260-2353

*Nancy J. McIntosh*  
 \_\_\_\_\_  
 Nancy J. McIntosh  
 Address: 73401 Terraza Drive  
 Palm Desert, CA 92260

**FIRST AMENDMENT OF TRUST AGREEMENT**

NAME OF TRUST BEING AMENDED      **THE JOE B. DURAN TRUST (1994)  
DATED MAY 11, 1994.**

SETTLOR OF THE TRUST:                      **JOE B. DURAN**

TRUSTEE NAMED IN  
TRUST AGREEMENT                              **JOE B. DURAN**

TRUST PART BEING AMENDED:              **PART SEVEN**

SECTION OF TRUST  
BEING AMENDED:                                **SECTION 7.1**

**SECTION 7.1 OF PART SEVEN IS HEREBY AMENDED TO READ AS FOLLOWS:**

**SECTION 7.1      CHANGE IN TRUSTEE**

Any Trustee may resign at any time. If settlor for any reason ceases to act as trustee and fails to appoint a successor trustee in his place, the following named persons shall serve as successor trustee in the order named until settlor has named a successor trustee and said successor trustee has accepted this Trust:

1.      Settlor's three children, Rita Maria I. Duran Najera, Susana I. Duran and Jose Luis I. Duran, shall serve as co-trustees. If one or more of the successor co-trustees fails or ceases to act as co-trustee, the remaining co-trustee(s) shall continue to act as trustee.

If none of the persons named above is willing and able to act as successor trustee and settlor fails to appoint another successor trustee, the adult beneficiaries of this Trust may appoint a successor trustee by majority vote.

**EXCEPT AS EXPRESSLY AMENDED BY THIS FIRST AMENDMENT, THE JOE B. DURAN TRUST (1994) DATED MAY 11, 1994, AND REEXECUTED JULY 7, 2004, SHALL REMAIN IN FULL FORCE AND EFFECT.**

**EXECUTED THIS JULY 7, 2004 AT PALM DESERT, CALIFORNIA.**

  
\_\_\_\_\_  
**JOE B. DURAN, SETTLOR**

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
CAL MCINTOSH, SETTLOR'S ATTORNEY

JOE B. DURAN HEREBY AGREES TO ACT AS TRUSTEE OF THE TRUST AGREEMENT AS HEREBY AMENDED.

  
\_\_\_\_\_  
JOE B. DURAN, TRUSTEE

ATTESTATION


On the date last above written, Joe B. Duran declared to us, the undersigned, that the foregoing First Amendment of Trust Agreement, consisting of two (2) pages, including the page signed by us as witnesses to it, is The First Amendment of The Joe B. Duran Trust (1994) dated May 11, 1994. He thereupon signed this First Amendment of Trust Agreement in our presence, all of us being present at the same time. We now, at his request, in his presence, and in the presence of each other, subscribe our names as witnesses.

It is our belief that Joe B. Duran is of sound mind and memory and is under no constraint or undue influence whatsoever.

Each of us is over twenty-one (21) years of age, is a competent witness and resides at the address set forth after his or her name.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 7, 2004, at Palm Desert, California.

  
\_\_\_\_\_  
Cal McIntosh

Address: 73-401 Terraza Drive  
Palm Desert, CA 92260

  
\_\_\_\_\_  
NANCY J. MCINTOSH

Address: 73-401 Terraza Drive  
Palm Desert, CA 92260





**LAST WILL AND  
TESTAMENT  
OF  
Joe B. Duran**

I, Joe B. Duran, also known as Joe Baca Duran, a resident of San Bernardino County, California, and a citizen of the United States, being of lawful age, and of sound and disposing mind and memory, and not acting under duress, menace, fraud, or undue influence, declare this to be my Last Will.

**PART ONE APPOINTMENTS AND IDENTIFICATIONS**

**1.1** I revoke all Wills and Codicils that I have previously made.

**1.2 Marital Status.** I am an unmarried man.

**1.3 Children.** I have three children, namely Rita Maria I. Duran Najera, Susana I. Duran and Jose Luis I. Duran. I have never had any other children.

**1.4 Executor.** I nominate my three children, Rita Maria I. Duran Najera, Susana I. Duran and Jose Luis I. Duran, as Co-Executors of this Will. If one or more of them fails to qualify or ceases to act as Co-Executor, the remaining Co-Executors shall continue to act as Executors. The term "my Executor" as used in this Will shall include any personal representative of my estate.

I authorize my Executor to administer my estate under the California Independent Administration of Estates Act, with full authority under said Act.

**PART TWO DISPOSTIONS**

**2.1 General.** By this Will I intend to dispose of all my property, wherever located, which is subject to disposition by Will.

**2.2 Entire Estate.** I give my entire Estate to the Trustee of The Joe B. Duran Trust (1994) dated May 11, 1994, as amended, to hold and administer in accordance with the terms of said Trust in effect at the time of my death.

If the disposition in this Section 2.2 is not operative or is invalid because the Trust referred to herein has failed or has been revoked, then I give my estate to the Trustee named in the present provisions of said Trust Agreement to act after my death, to be administered in Trust as provided in the present provisions of said Trust Agreement,

which I incorporate herein by this reference.

**PART THREE**                    **ADMINISTRATION OF ESTATE**

**3.1 Powers of Executor.** I authorize my Executor to sell, with or without notice, at either public or private sale, and to lease any property belonging to my estate, subject only to such confirmation of court as may be required by law.

I further authorize my Executor to invest and re-invest any surplus monies in my Executor's hands in any kind of property, including but not limited to, interest-bearing accounts, corporate obligations of every kind, preferred common stock, shares in investment trusts, investment companies, mutual funds, or common trust funds, including funds administered by my Executor, and mortgage participations that men of prudence, discretion, and intelligence acquire for their own account.

I direct that all my just debts, funeral expenses, expenses of administration of my estate, and all estate, or other death taxes that may by reason of my death be attributable to my probate estate or any portion of it, shall be paid from the residue of my probate estate, but if my probate estate is insufficient to pay all of same, the Trustee of The Joe B. Duran Trust (1994) may, in his discretion, pay said expenses from the Trust Estate.

**3.2 Transaction with Related Parties.** The powers of my Executor to enter into any transaction shall in no way be limited by the fact that he or another party to such transaction is an Executor of my estate or of any other estate; a beneficiary of my estate or of any other estate or Trust; or a Trustee of any such estate or Trust.

**3.3 Bond.** No Executor shall furnish bond.

**3.4 Disinheritance Clause.** I declare that except as otherwise provided in this Will, I have intentionally omitted to make provision herein for any other person, whether claiming to be an heir of mine or not. If any beneficiary under this Will in any manner directly or indirectly contests or attacks this Will, or any of its provisions, any share or interest in my estate given to that contesting beneficiary under this Will or under The Joe B. Duran Trust (1994) is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased me without issue.

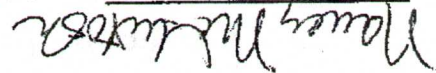
**PART FOUR**    **MISCELLANEOUS PROVISIONS**

**4.1 Use of Words.** As used in this Will, whenever the context so indicates, the gender

73401 Terraza Drive  
Palm Desert, CA 92260

Address:

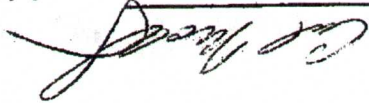
Nancy McIntosh



73401 Terraza Drive  
Palm Desert, CA 92260

Address:

Cal McIntosh



Executed on July 7, 2004, at Palm Desert, California.

the foregoing is true and correct.

We declare under penalty of perjury under the laws of the State of California that

constraint or undue influence whatsoever.

It is our belief that Joe B. Duran is of sound mind and memory and is under no

presence of each other, subscribe our names as witnesses.

being present at the same time. We now, at his request, in his presence, and in the

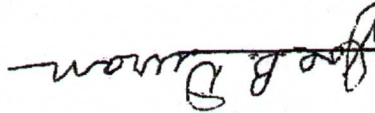
as witnesses to it, is his Will. He thereupon signed this Will in our presence, all of us

the foregoing instrument, consisting of three (3) pages, including the page signed by us

On the date last above written, Joe B. Duran declared to us, the undersigned, that

**ATTESTATION**

JOE B. DURAN



I subscribe my name to this Will this July 7, 2004, at Palm Desert, California.

constitute matter to be construed in interpreting this Will.

throughout this Will have been inserted for administrative convenience only, and do not

4.2 Headings; Table of Contents. The Table of Contents and the headings used

words shall include the singular and plural.

of all words shall include the masculine, feminine, and neuter, and the number of all

## ADVANCE HEALTH CARE DIRECTIVE

(California Probate Code Section 4701)

### Explanation

You have the right to give instructions about your own health care. You also have the right to name someone else to make health care decisions for you. This form lets you do either or both of these things. It also lets you express your wishes regarding donation of organs and the designation of your primary physician. If you use this form, you may complete or modify all or any part of it. You are free to use a different form.

Part 1 of this form is a power of attorney for health care. Part 1 lets you name another individual as agent to make health care decisions for you if you become incapable of making your own decisions or if you want someone else to make those decisions for you now even though you are still capable. You may also name an alternate agent to act for you if your first choice is not willing, able, or reasonably available to make decisions for you. (Your agent may not be an operator or employee of a community care facility or a residential care facility where you are receiving care, or your supervising health care provider or employee of the health care institution where you are receiving care, unless your agent is related to you or is a coworker.) Unless the form you sign limits the authority of your agent, your agent may make all health care decisions for you. This form has a place for you to limit the authority of your agent. You need not limit the authority of your agent if you wish to rely on your agent for all health care decisions that may have to be made. If you choose not to limit the authority of your agent, your agent will have the right to:

(a) Consent or refuse consent to any care, treatment, service, or procedure to maintain, diagnose, or otherwise affect a physical or mental condition.

(b) Select or discharge health care providers and institutions.

(c) Approve or disapprove diagnostic tests, surgical procedures, and programs of medication.

(d) Direct the provision, withholding, or withdrawal of artificial nutrition and hydration and all other forms of health care, including cardiopulmonary resuscitation.

(e) Make anatomical gifts, authorize an autopsy, and direct disposition of remains.

Part 2 of this form lets you give specific instructions about any aspect of your health care, whether or not you appoint an agent. Choices are provided for you to express your wishes regarding the provision, withholding, or withdrawal of treatment to keep you alive, as well as the provision of pain relief. Space is also provided for you to add to the choices you have made or for you to write out any additional wishes. If you are satisfied to allow your agent to determine what is best for you in making end-of-life decisions, you need not fill out Part 2 of this form.

Part 3 of this form lets you express an intention to donate your bodily organs and tissues following your death.

Part 4 of this form lets you designate a physician to have primary responsibility for your health care. After completing this form, sign and date the form at the end. The form must be signed by two qualified witnesses or acknowledged before a notary public. Give a copy of the signed and completed form to your physician, to any other health care providers you may have, to any health care institution at which you are receiving care, and to any health care agents you have named. You should talk to the person you have named as agent to make sure that he or she understands your wishes and is willing to take the responsibility.

You have the right to revoke this advance health care directive or replace this form at any time.

\*\*\*\*\*

### PART 1

#### POWER OF ATTORNEY FOR HEALTH CARE

I HEREBY REVOKE ALL MY PRIOR DURABLE POWERS OF ATTORNEY FOR HEALTH CARE, DIRECTIVES TO PHYSICIANS AND ADVANCE HEALTH CARE DIRECTIVES.

(1.1) DESIGNATION OF AGENT: I, Joe B. Duran, designate the following individuals as my agents to make health care decisions for me:

my daughter, Rita Maria I. Duran Najera, residing at 1483 Poppy Court, Beaumont, CA 92223,

(name of individual you choose as agent)

tel: (909) 769-7522.

If I revoke the authority of my agent or if she is not willing, able or reasonably available to make a health care decision for me, I designate as my first alternate agent:

my daughter, Susana I. Duran, residing in Santa Monica, CA, as my successor agent.  
OPTIONAL: (name of individual you choose as first alternate agent)

(address) (city) (state) (ZIP Code)

(home phone) (work phone)

OPTIONAL: If I revoke the authority of my agent and first alternate agent or if neither is willing, able, or reasonably available to make a health care decision for me, I designate as my second alternate agent:

My  
name of individual you choose as second alternate agent)

(address) (city) (state) (ZIP Code)

( )

(home phone) (work phone)

(1.2) AGENT'S AUTHORITY: My agent is authorized to make all health care decisions for me, including decisions to provide, withhold, or withdraw artificial nutrition and hydration and all other forms of health care to keep me alive, except as I state here:

\_\_\_\_\_  
\_\_\_\_\_

(Add additional sheets if needed.)

(1.3) WHEN AGENT'S AUTHORITY BECOMES EFFECTIVE: If I become incapable of making informed health care decisions, I hereby grant to my agent full power and authority to consent, refuse consent, or withdraw consent to any type of health care procedure (including any procedure to maintain, diagnose, or treat any physical or mental condition), or to make any other health care decision, to the same extent that I could if I had capacity to do so, subject to the terms of this instrument. My agent shall exercise this power and authority in accordance with my expressed desires, known to my agent, whether contained in this document or not. Before acting, my agent shall attempt to communicate with me regarding my desires unless such attempt would be futile. If my desires are unknown, then my agent should decide for me, having my best interests in mind.

(1.4) AGENT'S OBLIGATION: My agent shall make health care decisions for me in accordance with this power of attorney for health care, any instructions I give in Part 2 of this form, and my other wishes to the extent known to my agent. To the extent my wishes are unknown, my agent shall make health care decisions for me in accordance with what my agent determines to be in my best interest. In determining my best interest, my agent shall consider my personal values to the extent known to my agent.

(1.5) AGENT'S POSTDEATH AUTHORITY: My agent is authorized to make anatomical gifts, authorize an autopsy, and direct disposition of my remains, except as I state here or in Part 3 of this form:

\_\_\_\_\_  
\_\_\_\_\_

(Add additional sheets if needed.)

(1.6) NOMINATION OF CONSERVATOR: If a conservator of my person needs to be appointed for me by a court, I nominate the agent s designated in this form. If said agent is not willing, able, or reasonably available to act as conservator, I nominate the alternate agents whom I have named, in the order designated.

## PART 2 INSTRUCTIONS FOR HEALTH CARE

If you fill out this part of the form, you may strike any wording you do not want.

(2.1) END-OF-LIFE DECISIONS: I direct that my health care providers and others involved in my care provide, withhold, or withdraw treatment in accordance with the choice I have signed below:

... (a) Choice Not To Prolong Life

I do not want my life to be prolonged if (1) I have an incurable and irreversible condition that will result in my death within a relatively short time, (2) I become unconscious and, to a reasonable degree of medical certainty, I will not regain consciousness, or (3) the likely risks and burdens of treatment would outweigh the expected benefits Joe B. Duran OR

... (b) Choice To Prolong Life

I want my life to be prolonged as long as possible within the limits of generally accepted health care standards.

(2.2) RELIEF FROM PAIN: Except as I state in the following space, I direct that treatment for alleviation of pain or discomfort be provided at all times, even if it hastens my death:

(Add additional sheets if needed.)

(2.3) OTHER WISHES: (If you do not agree with any of the optional choices above and wish to write your own, or if you wish to add to the instructions you have given above, you may do so here.) I direct that:

(Add additional sheets if needed.)

PART 3

DONATION OF ORGANS AT DEATH

(OPTIONAL)

(3.1) Upon my death (sign your choice):

... (a) I give any needed organs, tissues, or parts \_\_\_\_\_, OR

... (b) I give the following organs, tissues, or parts only \_\_\_\_\_.

(c) My gift is for the following purposes (strike any of the following you do not want):

(1) Transplant

(2) Therapy

(3) Research

(4) Education

PART 4

PRIMARY PHYSICIAN

(OPTIONAL)

(4.1) I designate the following physician as my primary physician:

\_\_\_\_\_  
(name of physician)

\_\_\_\_\_  
(address) (city) (state) (ZIP Code)

\_\_\_\_\_  
(phone)

OPTIONAL: If the physician I have designated above is not willing, able, or reasonably available to act as my primary physician, I designate the following physician as my primary physician:

\_\_\_\_\_  
(name of physician)

\_\_\_\_\_  
(address) (city) (state) (ZIP Code)

\_\_\_\_\_  
(phone)

PART 5

(5.1) EFFECT OF COPY: A copy of this form has the same effect as the original.

(5.2) SIGNATURE: Sign and date the form here:

July 7, 2004  
(date)

Joe B. Duran  
Joe B. Duran

7717 Church Ave. #211, Highland, CA 92346  
(address) (city) (state)  
telephone: (909) 864-6915

(5.3) STATEMENT OF WITNESSES: I declare under penalty of perjury under the laws of California (1) that the individual who signed or acknowledged this advance health care directive is personally known to me, or that the individual's identity was proven to me by convincing evidence (2) that the individual signed or acknowledged this advance directive in my presence, (3) that the individual appears to be of sound mind and under no duress, fraud, or undue influence, (4) that I am not a person appointed as agent by this advance directive, and (5) that I am not the individual's health care provider, an employee of the individual's health care provider, the operator of a community care facility, an employee of an operator of a of a community care facility, the operator of a residential care facility for the elderly, nor an employee of an operator of a residential care facility for the elderly.

First witness

Second witness

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(city) (state)

\_\_\_\_\_  
(city) (state)

\_\_\_\_\_  
(signature of witness)

\_\_\_\_\_  
(signature of witness)

\_\_\_\_\_  
, 2003  
(date)

\_\_\_\_\_  
, 2003  
(date)

(5.4) ADDITIONAL STATEMENT OF WITNESSES: At least one of the above witnesses must also sign the following declaration:

I further declare under penalty of perjury under the laws of California that I am not related to the individual executing this advance health care directive by blood, marriage, or adoption, and to the best of my knowledge, I am not entitled to any part of the individual's estate upon his or her death under a will now existing or by operation of law.

\_\_\_\_\_  
(signature of witness)

PART 6

SPECIAL WITNESS REQUIREMENT

(6.1) The following statement is required only if you are a patient in a skilled nursing facility—a health care facility that provides the following basic services: skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. The patient advocate or ombudsman must sign the following statement:



**STATEMENT OF PATIENT ADVOCATE OR OMBUDSMAN**

I declare under penalty of perjury under the laws of California that I am a patient advocate or ombudsman as designated by the State Department of Aging and that I am serving as a witness as required by Section 4675 of the Probate Code.

\_\_\_\_\_  
(date) (sign your name)

\_\_\_\_\_  
(print your name)

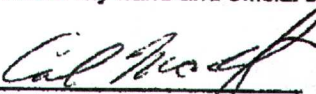
\_\_\_\_\_  
(address) (city) (state)

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF RIVERSIDE     )

On July 7, 2004, before me, Cal McIntosh, a Notary Public in and for said State, personally appeared Joe B. Duran personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Cal McIntosh, Notary Public (SEAL)



Recording Requested by:

and When Recorded Mail to:

space above this line for Recorder's use only

**STATUTORY POWER OF ATTORNEY FOR FINANCIAL MATTERS**  
(California Probate Code Section 4401)

**NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA PROBATE CODE SECTIONS 4400-4465). IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.**

I, JOE B. DURAN, presently residing at 7717 Church Ave. #211, Highland, CA 92346, in Riverside County, California, appoint my daughter, Susana I. Duran, presently residing in Santa Monica, California, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following signed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, SIGN THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, SIGN THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT SIGN THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

**SIGNATURE**

- |       |   |
|-------|---|
| _____ | (A) Real property transactions.                           |
| _____ | (B) Tangible personal property transactions.              |
| _____ | (C) Stock and bond transactions.                          |
| _____ | (D) Commodity and option transactions.                    |
| _____ | (E) Banking and other financial institution transactions. |
| _____ | (F) Business operating transactions.                      |

- \_\_\_\_\_ (G) Insurance and annuity transactions.
- \_\_\_\_\_ (H) Estate, trust, and other beneficiary transactions.
- \_\_\_\_\_ (I) Claims and litigation.
- \_\_\_\_\_ (J) Personal and family maintenance.
- \_\_\_\_\_ (K) Benefits from social security, medicare, medicaid, or other governmental programs, or civil or military service.
- \_\_\_\_\_ (L) Retirement plan transactions.
- \_\_\_\_\_ (M) Tax matters.
- Joe B. Duran (N) ALL OF THE POWERS LISTED ABOVE.

**YOU NEED NOT SIGN ANY OTHER LINES IF YOU SIGN LINE (N).**

**SPECIAL INSTRUCTIONS:**

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

The powers given under (N) above shall specifically include the power to transfer title to any property into the name of The Trustee of The Joe B. Duran Trust (1994) dated May 11, 11, 1994, as amended.

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

This power of attorney will continue to be effective even though I become incapacitated.

STRIKE THE PRECEDING SENTENCE IF YOU DO NOT WANT THIS POWER OF ATTORNEY TO CONTINUE IF YOU BECOME INCAPACITATED.

**EXERCISE OF POWER OF ATTORNEY WHERE MORE THAN ONE AGENT DESIGNATED**

If I have designated more than one agent, the agents are to act \_\_\_\_\_.

IF YOU APPOINTED MORE THAN ONE AGENT AND YOU WANT EACH AGENT TO BE ABLE TO ACT ALONE WITHOUT THE OTHER AGENT JOINING, WRITE THE WORD "SEPARATELY" IN THE BLANK SPACE ABOVE. IF YOU DO NOT INSERT ANY WORD IN THE BLANK SPACE, OR IF YOU INSERT THE WORD "JOINTLY", THEN ALL OF YOUR AGENTS MUST ACT OR SIGN TOGETHER.

**SUCCESSOR AGENT:** If for any reason the agent under this durable power of attorney is unwilling or unable to continue to serve, my daughter, Rita Maria I. Duran Najera, residing at 1483 Poppy Court, Beaumont, California 92223, tel. no. (909) 769-7522, shall instead serve as



**Romero, Jennifer**

---

**From:** Romero, Jennifer  
**Sent:** Thursday, April 12, 2018 2:08 PM  
**To:** ritaduran76@yahoo.com  
**Cc:** Taylor, Desiree  
**Subject:** Additional Documentation Request EP 207 ITEM 1003

Hi Rita,

In regards to our telephone conversation, please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Treasurer-Tax Collector in making the determination.

- Certified Death Certificate for Joe B Duran;
- An notarized statement Jose Luis I Duran, giving authorization for Rita Maria I Duran and Susana I Duran to claim the excess proceeds.

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

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

**CERTIFICATE OF DEATH**

3201038011408

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given) <b>JOE</b>		2. MIDDLE -	
3. LAST (Family) <b>DURAN</b>		4. DATE OF BIRTH mm/dd/yyyy <b>01/29/1924</b>	
5. AGE Yrs. <b>86</b>		6. SEX <b>M</b>	
7. DATE OF DEATH mm/dd/yyyy <b>12/12/2010</b>		8. HOUR (24 Hour) <b>0530</b>	
9. BIRTH STATE/FOREIGN COUNTRY <b>AZ</b>		10. MARITAL STATUS (at Time of Death) <b>DIVORCED</b>	
11. EVER IN U.S. ARMED FORCES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK.		12. DECEASED'S RACE - Up to 3 races may be listed (see worksheet on back) <b>CAUCASIAN</b>	
13. EDUCATION - Highest Level/Degree (see worksheet on back) <b>08</b>		14. WAS DECEDENT HISPANIC/LATINO/SPANISH? If yes, see worksheet on back. <input checked="" type="checkbox"/> YES <b>MEXICAN AMERICAN</b> <input type="checkbox"/> NO	
15. USUAL OCCUPATION - Type of work for most of life, DO NOT USE RETIRED		16. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, pest contractor, employment agency, etc.)	
<b>SALESMAN</b>		<b>PEST CONTROL SUPPLIES</b>	
17. DECEASED'S RESIDENCE (Street and number, or location)		18. YEARS IN OCCUPATION <b>20</b>	
<b>25543 PROSPECT AVE.</b>			
19. CITY <b>LOMA LINDA</b>		20. COUNTY/PROVINCE <b>SAN BERNARDINO</b>	
21. ZIP CODE <b>92354</b>		22. STATE/FOREIGN COUNTRY <b>CA.</b>	
23. INFORMANT'S NAME RELATIONSHIP <b>RITA M. DURAN, DAUGHTER</b>		24. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip) <b>25543 PROSPECT AVE., LOMA LINDA, CA 92354</b>	
25. NAME OF SURVIVING SPOUSE/PARTNER - FIRST <b>LUIS</b>		26. MIDDLE <b>MOLINA</b>	
27. LAST (BIRTH NAME) <b>DURAN</b>		28. BIRTH STATE <b>MEXICO</b>	
29. NAME OF FATHER/PARENT - FIRST <b>MARIA</b>		30. MIDDLE -	
31. LAST (BIRTH NAME) <b>BACA</b>		32. BIRTH STATE <b>MEXICO</b>	
33. NAME OF MOTHER/PARENT - FIRST <b>MARIA</b>		34. MIDDLE -	
35. LAST (BIRTH NAME) <b>BACA</b>		36. BIRTH STATE <b>MEXICO</b>	
37. DEPOSITION DATE mm/dd/yyyy <b>12/16/2010</b>		38. PLACE OF FINAL DISPOSITION <b>COACHELLA VALLEY CEMETERY 82-925 AVE 52, COACHELLA, CA 92236</b>	
39. TYPE OF DISPOSITION(S) <b>BU</b>		40. SIGNATURE OF EMBALMER <b>MARK RICE</b>	
41. NAME OF FUNERAL ESTABLISHMENT <b>FITZHENRY-WIEFELS CR &amp; BU SRVC</b>		42. LICENSE NUMBER <b>FD2003</b>	
43. SIGNATURE OF LOCAL REGISTRAR <b>MAXWELL OHIKHUARE, MD</b>		44. LICENSE NUMBER <b>EMB8781</b>	
45. DATE mm/dd/yyyy <b>12/14/2010</b>			
46. PLACE OF DEATH <b>HOLY HILLS BOARD AND CARE</b>		47. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> P <input type="checkbox"/> ER/OP <input type="checkbox"/> DCA <input type="checkbox"/> Haport <input checked="" type="checkbox"/> Home/TC <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other	
48. COUNTY <b>SAN BERNARDINO</b>		49. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) <b>34034 NEBRASKA LANE</b>	
50. CITY <b>YUCAIPA</b>			
51. CAUSE OF DEATH <b>CEREBROVASCULAR ACCIDENT</b>		52. DEATH REFERRED TO CORONER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
53. UNDERLYING CAUSE (Illness or condition resulting in death) <b>3 MONS.</b>		54. BIOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
55. UNDERLYING CAUSE (Illness or injury that initiated the events resulting in death) LAST		56. AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
57. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 <b>NONE</b>		58. USED IN DETERMINING CAUSE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
59. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 117? (If yes, list type of operation and date) <b>NO</b>		60. FRANK'S PRESENT IN LAST YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK.	
61. I CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THIS OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CRIBS SERVED. Decedent Attended Clinic (A) mm/dd/yyyy (B) mm/dd/yyyy <b>12/08/2010 12/08/2010</b>		62. SIGNATURE AND TITLE OF CERTIFIER <b>JEAN-CLAUDE HAGE M.D.</b>	
63. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE <b>JEAN-CLAUDE HAGE M.D. 399 E HIGHLAND AVE STE 222, SAN BERNARDINO, CA 92404</b>		64. LICENSE NUMBER <b>G77308</b>	
65. DATE mm/dd/yyyy <b>12/13/2010</b>			
66. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CRIBS SERVED. MANNER OF DEATH: <input type="checkbox"/> Natural <input type="checkbox"/> Accidents <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		67. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK.	
68. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		69. INJURY DATE mm/dd/yyyy	
70. DISCLOSE HOW INJURY OCCURRED (Specify which resulted in injury)		71. HOUR (24 Hour)	
72. LOCATION OF INJURY (Street and number, or location, and city, and zip)			
73. SIGNATURE OF CORONER / DEPUTY CORONER		74. DATE mm/dd/yyyy	
75. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER			
STATE REGISTRAR <b>A</b>		FAX AUTH.#	
B		GENBUS TRACT	
C		010001001857027	
D			
E			

**CERTIFIED COPY OF VITAL RECORDS**

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO } SS

DATE ISSUED

Dec 16, 2010

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

*Maxwell Ohikhuare*  
MAXWELL OHIKHUARE, M.D.  
COUNTY HEALTH OFFICER  
REGISTRAR OF VITAL STATISTICS



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



April 13, 2018

To Whom It May Concern:

Re: Joe B Duran Estate - Tax Sale/Excess Proceeds Assessment No.: 768381009-8  
52280 Calle Techa, Coachella, CA 92236

This letter is to inform you that I, Jose Luis I Duran, authorize the Treasurer-Tax Collector of the County of Riverside to disperse my portion of the excess proceeds to my sisters Rita Maria I Duran and Susana I Duran. Please feel free to contact me should you have any questions or concerns at (310) 279-2405.

Thank you.



Jose Luis I Duran  
1087 Temple Avenue #203  
Long Beach, CA 90804

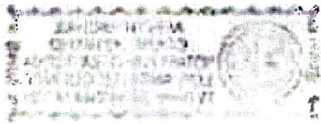
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Los Angeles  
Subscribed and sworn to (or affirmed)  
Before me this 14 day of April 2018

By Jose Luis I Duran  
\_\_\_\_\_ proved to me on  
The basis of satisfactory evidence to be the  
Person(s) who appeared before me.

Signature \_\_\_\_\_







STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY of SAN BERNARDINO

DEPARTMENT OF PUBLIC HEALTH

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

CERTIFICATE OF DEATH

3201036011408

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEASED - FIRST (Given)		3. LAST (Family)	
JOE		DURAN	
2. MIDDLE		4. DATE OF BIRTH - month/day	
		01/29/1924	
5. AGE Yrs.		6. SEX	
86		M	
7. DATE OF DEATH - month/day		8. HOUR P4 HOUR	
12/12/2010		0530	
9. BIRTH STATE/FOREIGN COUNTRY		10. MARRIAGE STATUS (at time of death)	
AZ		DIVORCED	
11. EVER IN U.S. ARMED FORCES BY		12. DECEDENT'S RACE - (Up to 5 names may be listed (see instruction on back))	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		CAUCASIAN	
13. EDUCATION - highest level completed		14. DECEDENT'S OCCUPATION - (Type of work for most of life. DO NOT USE RETIRED)	
08		SALESMAN	
15. USUAL OCCUPATION - (Type of work for most of life. DO NOT USE RETIRED)		16. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, meat counter, employer's agency, etc.)	
		PEST CONTROL SUPPLIES	
17. YEARS IN OCCUPATION		18. YEARS IN INDUSTRY	
2543 PROSPECT AVE.		20 /	
19. DECEDENT'S RESIDENCE (Street, apt. number, if resident)		20. YEARS IN COUNTY	
2543 PROSPECT AVE.		8	
21. COUNTY (FIPS CODE)		22. BIRTH STATE	
SAN BERNARDINO		CA.	
23. DECEASED'S NAME, RELATIONSHIP		24. INFORMATION TO LAW ENFORCEMENT (e.g., name, address, phone, if any, of next of kin, next of kin, etc.)	
RITA M. DURAN, DAUGHTER		2543 PROSPECT AVE, LOMA LINDA, CA 92354	
25. NAME OF SURVIVING SPOUSE/SURV - FIRST		26. MIDDLE	
27. LAST (BIRTH NAME)		28. BIRTH STATE	
		MEXICO	
29. NAME OF FATHER/PARENT - FIRST		30. MIDDLE	
LUIS		MOLINA	
31. LAST		32. BIRTH STATE	
DURAN		MEXICO	
33. NAME OF MOTHER/PARENT - FIRST		34. MIDDLE	
MARIA		BACA	
35. LAST (BIRTH NAME)		36. BIRTH STATE	
		MEXICO	
37. PLACE OF DEATH		38. PLACE OF FINAL DISPOSITION	
HOLY HILLS BOARD AND CARE		COACHELLA VALLEY CEMETERY	
39. COUNTY		40. ADDRESS	
SAN BERNARDINO		82-925 AVE. 52, COACHELLA, CA 92236	
41. TYPE OF DISPOSITION		42. SIGNATURE OF REGISTRAR	
BU		MARK RICE	
43. NAME OF FUNERAL ESTABLISHMENT		44. LICENSE NUMBER	
FITZHENRY-WIEFELS OR & BU SRVC		FD2003	
45. SIGNATURE OF LOCAL REGISTRAR		46. DATE	
MAXWELL OHIKHUARE, MD		12/14/2010	
47. PLACE OF DEATH		48. IF RECEIPT, SPECIFY ONE	
HOLY HILLS BOARD AND CARE		<input type="checkbox"/> Home <input checked="" type="checkbox"/> Hospital <input type="checkbox"/> Other	
49. COUNTY		50. CITY	
SAN BERNARDINO		YUCAIPA	
51. STREET ADDRESS OR LOCATION WHERE DECEASED RESIDED, if different from place of death		52. CAUSE OF DEATH	
34034 NEBRASKA LANE		Cerebrovascular Accident	
53. CAUSE OF DEATH		54. PERIOD OF ILLNESS	
Cerebrovascular Accident		3 MONS.	
55. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE (e.g., diabetes)		56. IF FEMALE, PREGNANT IN LAST YEAR	
NONE		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
57. TIME OF DEATH		58. SIGNATURE AND TITLE OF CERTIFIER	
NO		JEAN-CLAUDE HAGE M.D.	
59. LICENSE NUMBER		60. DATE	
G77308		12/13/2010	
61. TYPE OF PHYSICIAN'S SERVICE		62. TYPE OF PHYSICIAN'S SERVICE	
12/08/2010		12/08/2010	
63. PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE		64. PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE	
399 E HIGHLAND AVE STE 222, SAN BERNARDINO, CA 92404		399 E HIGHLAND AVE STE 222, SAN BERNARDINO, CA 92404	
65. MANNER OF DEATH		66. BUREAU OF VITAL RECORDS	
Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Unknown <input type="checkbox"/> Other <input type="checkbox"/>		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
67. PLACE OF BIRTH		68. BIRTH DATE	
69. DEGREE HOW INJURY OCCURRED (Specify which resulted in injury)		70. SIGNATURE OF CORONER / DEPUTY CORONER	
71. LOCATION OF INJURY (Street and number, or location, land city, and state)		72. DATE	
73. SIGNATURE OF CORONER / DEPUTY CORONER		74. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
STATE REGISTRAR		FAX AUTH#	
A B C D E		CENSUS TRACT	
10-2-10			

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

DATE ISSUED

Dec 16, 2010

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MAXWELL OHIKHUARE, M.D.  
COUNTY HEALTH OFFICER  
REGISTRAR OF VITAL STATISTICS



\*002008626\*

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

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2016 SEP 19 AM 7:53

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

TC 207 Item 1003 Assessment Number: 768381009-8

Assessee: DURAN, JOE B TR

Situs: 52280 CALLE TECHA COACHELLA 92236

Date Sold: May 24, 2016

Date Deed to Purchaser Recorded: July 14, 2016

Final Date to Submit Claim: July 14, 2017

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 36.57 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. \_\_\_\_\_; recorded on \_\_\_\_\_. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Account #	\$22.76
Account #	\$13.81

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 14 day of September, 2016 at Riverside, CA  
County, State

[Signature]  
Signature of Claimant

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

City of Coachella  
Print Name

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

1515 Sixth Street  
Street Address

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

Coachella, CA 92236  
City, State, Zip

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

760-398-2702  
Phone Number

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

Customer #	Billing Date	Due Date	Prev Balance	Payments	Current Activity	Amount Due
	02/14/2008	02/25/2008	120.13	100.00	2.63	22.76



Amount Enclosed

**MURILLO, MARIO**  
 120 ROCKWOOD AVE STE A PMB 43142  
 CALEXICO, CA 92231-4700

Please detach and return top portion with your remittance.

**REPRINT - BATCH #: 653**

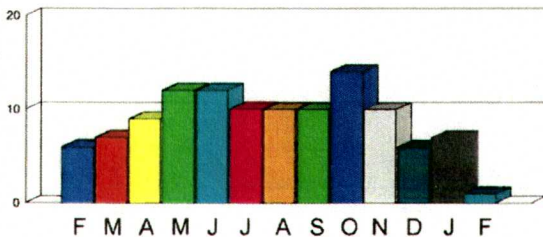
Customer	MURILLO, MARIO
Address	120 ROCKWOOD AVE STE A PMB 43142 · CALEXICO, CA 92231-4700

Customer #	Billing Date	Due Date	Prev Balance	Payments	Cur Activity	Amount Due
	02/14/2008	02/25/2008	120.13	100.00	2.63	22.76

Date	Billing Cycle	Days	Service Fee	Units	Amount
01/31/08	<b>Previous Balance</b>				120.13
02/14/08	<b>Closing Bill</b>		Document #:		2.63
	Account #:		52280 CALLE TECHA		
2/01	-	2/28	28 Water - 3/4 " Water Meter	1	0.94
			BaseRate:	Units	Charge
2/01	-	2/28	28 Sewer - Single Family	1	1.11
2/01	-	2/28	28 Trash Service - Dump Fee	1	0.27
2/01	-	2/28	28 Trash Service - Single Family	1	0.31
02/14/08	<b>Billing credit</b>		Document #:		100.00CR
	Account #:		52280 CALLE TECHA		
-		0	0 Deposit - Residential Deposit	0	-100.00
02/14/08	<b>Credit applied</b>		Document #:		100.00CR
<b>Amount Due:</b>					<b>22.76</b>

Meter #	Prev Read 1	Curr Date	Curr Read 1	Totals Cons
	645	2/1/08	646	1

**Year to Date Consumption**



0-30	31-60	61-90	90+
22.76	0.00	0.00	0.00

Customer #	Billing Date	Due Date	Prev Balance	Payments	Current Activity	Amount Due
	04/30/2003	05/25/2003	13.81	100.00	17.56	13.81



Amount Enclosed

**CARDENAS, MONICA**  
**52280 CALLE TECHA**  
**COACHELLA, CA 92236**

Please detach and return top portion with your remittance.

**REPRINT - BATCH #: 14**

Customer	CARDENAS, MONICA
Address	52280 CALLE TECHA · COACHELLA, CA 92236

Customer #	Billing Date	Due Date	Prev Balance	Payments	Cur Activity	Amount Due
	04/30/2003	05/25/2003	13.81	100.00	17.56	13.81

Date	Billing Cycle	Days	Service Fee	Units	Amount
04/30/03	Closing Bill		Document #:		17.56
	Account #:		52280 CALLE TECHA		
	-	0	Water - 3/4 " Water Meter	1	8.40
	BaseRate:			Units	Charge
	-	0	Sewer - Single Family	1	5.81
	-	0	Trash Service - Single Family	1	2.02
	-	0	Trash Service - Dump Fee	1	1.33
04/30/03	Payment - thank you		Document #: 1		100.00CR
04/10/03	Previous Balance				46.13
	-	0			

**Amount Due: 13.81**

**Year to Date Consumption**



0-30	31-60	61-90	90+
13.81	0.00	0.00	0.00

**Romero, Jennifer**

---

**From:** Edith Bolton <ebolton@coachella.org>  
**Sent:** Tuesday, May 15, 2018 10:16 AM  
**To:** Romero, Jennifer  
**Subject:** RE: Excess Proceeds EP 207-1003

There are no liens on this property from the Water Dept.

Thank you,

Edith Bolton

City of Coachella  
1515 Sixth Street  
Coachella, CA 92236  
Tel. 760-398-2702  
Fax. [7605415977@fax.tpx.com](mailto:7605415977@fax.tpx.com)

Business Hours  
Monday – Thursday  
7:00 am – 6:00 pm  
**Closed every Friday**

You can now pay your water bill online at [www.coachella.org](http://www.coachella.org).  
**For after hours emergency water leaks please call 760-578-7098**

---

**From:** Romero, Jennifer [mailto:JIRomero@RIVCO.ORG]  
**Sent:** Tuesday, May 15, 2018 9:49 AM  
**To:** Edith Bolton  
**Cc:** Taylor, Desiree; Marquez, Miriam C.  
**Subject:** Excess Proceeds EP 207-1003

Re: Assessment #768381009-8  
Property Address: 52280 Calle Techa, Coachella Ca 92236  
Account #

Good Morning Edith,

Our office is in receipt of your claim for excess proceeds on the above mentioned assessment, there are no liens reflecting on our title report. Please advise if there were liens filed on the property, in regards to these delinquent accounts mentioned above. If you should have any questions, feel free to contact me at the phone number provided below.

Sincerely,