

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



ITEM: 19.11
(ID # 22980)

MEETING DATE:
Tuesday, February 27, 2024

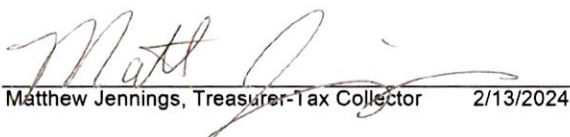
FROM : TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Public Hearing on the Recommendation for Distribution of Excess Proceeds for Tax Sale No. 215, Item 1083. Last assessed to: The Estate of Robert Kemnitz and Estate of Blanche E. Kemnitz. District 3. [\$1,890-Fund 65595 Excess Proceeds from Tax Sale]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Charles Kemnitz AKA Charles R. Kemnitz, heir to the Estate of Robert and Blanche E. Kemnitz, last assesseses for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 350213016;
2. Deny the claim from Alisa Kemnitz for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 350213016;
3. Authorize and direct the Auditor-Controller to issue a warrant to Charles Kemnitz AKA Charles R. Kemnitz, heir to the Estate of Robert and Blanche E. Kemnitz in the amount of \$1,890.64 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.

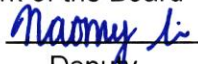
ACTION:Policy


Matthew Jennings, Treasurer-Tax Collector 2/13/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: February 27, 2024
xc: Tax Collector

Kimberly A. Rector
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
COST	\$ 1,890	\$ 0	\$ 1,890	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.			Budget Adjustment:	N/A
			For Fiscal Year:	23/24

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 5, 2020 public auction sale. The deed conveying title to the purchasers at the auction was recorded July 15, 2020. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 24, 2020, 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 Charles Kemnitz AKA Charles R. Kemnitz, heir to the Estate of Robert and Blanche E. Kemnitz based on a Quitclaim Deed recorded October 18, 1990 as Instrument No. 1990-383119, a copy of The Kemnitz Family Trust dated May 30, 1989, and Certificates of Death for Robert Frederick Kemnitz, Blanche Esther Kemnitz, and Jack Thomas Kemnitz.
2. Claim from Alisa Kemnitz based on a Quitclaim Deed recorded October 18, 1990 as Instrument No. 1990-383119.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Charles Kemnitz AKA Charles R. Kemnitz, heir to the Estate of Robert and Blanche E. Kemnitz be awarded excess proceeds in the amount of \$1,890.64. The claim from Alisa Kemnitz be denied since she held no interest in the property sold and therefore is not a party of interest. 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 heir to the estate 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 CKemnitz

ATTACHMENT B. Claim AKemnitz


Cesar Bernal, PRINCIPAL MGMT ANALYST 2/16/2024


Aaron Gettis, Deputy County Counsel 10/8/2023

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

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 215 ITEM 1083 Parcel Identification Number: 350213016

Assessee: KEMNITZ ROBERT ESTATE OF

Situs:

Date Sold: May 5, 2020

Date Deed to Purchaser Recorded: July 15, 2020

Final Date to Submit Claim: July 15, 2021

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 1890.64 from the sale of the above mentioned real property. I/We were the [] lienholder(s), [X] 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. 2013-0408700; recorded on 7/30/13. 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.

Quick Claim deed and Grant Deed / Charles Kemnitz is the son of Robert and Blanche Kemnitz. Alisa Kemnitz is the wife of Charles. Charles brother Jack Kemnitz is deceased. Charles is the sole surviving heir with his wife Alisa.

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 June, 2021 at Orange, California

[Signature]
Signature of Claimant

Charles Kemnitz
Print Name

221 Avenida Barcelona
Street Address

San Clemente, Ca. 92672
City, State, Zip

415-328-3596
Phone Number

Jupiterfladaol.com
Email Address

Sig
Pr
St
Cit
Ph
En

RECEIVED
2021 JUN 17 PM 4:19
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

RECORDING REQUESTED BY
CHICAGO TITLE INSURANCE COMPANY
 AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME: **Mr. and Mrs. Robert Kemnitz**
 ADDRESS: **221 Barcelona**
 CITY & STATE ZIP: **San Clemente, Ca. 92672**

Title Order No. _____ Deed No. _____

RECEIVED FOR RECORD
 AT 620 S. PULASKI AVE.
 AT REQUEST OF
 CHICAGO TITLE INS. CO.

OCT 18 1984

Approved by State Controller
 of Riverside County, California
[Signature] Recorder
 Fees \$ _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

The undersigned declares that the documentary transfer tax is **\$211.20 INTERFAMILY ONLY** and is computed on the full value of the interest or property conveyed, or is computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in _____ and _____

A34528 FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
JACK T. KEMNITZ, a single man
 do hereby remise, release and forever quitclaim to
ROBERT KEMNITZ and BLANCHE E. KEMNITZ, husband and wife

the following described real property in the _____ county of Riverside
 state of California:
 Lot 42 in Block C, Lake Elsinore Lodge, recorded in Map Book 12, page 27 of Map,
 records of Riverside County, California.

Chicago Title Insurance Company has recorded this instrument for purposes of an escrow agreement. Any mistake has been corrected for clarity and uniformity. It is to be used from the date of any real property that may be disclosed here.

Dated **October 29, 1984**

[Signature]
 JACK T. KEMNITZ

STATE OF CALIFORNIA } ss.
 COUNTY OF ORANGE }
 On **October 29, 1984**, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Jack T. Kemnitz**

to be the person whose name is subscribed to the within instrument and acknowledged that he knows the contents thereof.

[Signature]
 Signature of Notary

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
 JEAN M. BOICK
 Notary Public - California
 ORANGE COUNTY
 My Commission Expires September 6, 1985

Assessor's Parcel No. _____

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name _____ Street Address _____ City & State _____

L11-A (GS) (Rev 4/75) (4 pt.)

1984 OCT 18 10 00 AM

Oct. 18, 1984

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF ORANGE

HEALTH CARE AGENCY

1719 W. 17TH STREET • SANTA ANA, CALIFORNIA 92706

CERTIFICATE OF DEATH

3 199930 003569

STATE FILE NUMBER		USE BLACK INK ONLY/NO ERASURES, WHITEOUTS OR ALTERATIONS VR-1 (REV. 7/97)						LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT—FIRST (GIVEN) Robert			2. MIDDLE Frederick			3. LAST (FAMILY) KEMNITZ			
4. DATE OF BIRTH M/M/DD/CCYY 05/15/1917			5. AGE YRS. 80		6. SEX M		7. DATE OF DEATH M/M/DD/CCYY 03/07/1998		
8. STATE OF BIRTH Illinois			11. MILITARY SERVICE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		12. MARITAL STATUS Widowed		13. EDUCATION—YEARS COMPLETED 12		
14. RACE White			15. HISPANIC—SPECIFY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16. USUAL EMPLOYER So. Coast Engineering				
17. OCCUPATION Surveyor			18. KIND OF BUSINESS Surveying Company			19. YEARS IN OCCUPATION 15			
20. RESIDENCE—(STREET AND NUMBER OR LOCATION) 221 Avenida Barcelona									
21. CITY San Clemente			22. COUNTY Orange		23. ZIP CODE 92672		24. VAS IN COUNTY 42		
25. STATE OR FOREIGN COUNTRY California									
26. NAME, RELATIONSHIP Chuck Robert Kemnitz, Son									
27. MAILING ADDRESS (CITY AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP) 600 State Rd. 707-C, Jupiter, Florida 33469									
28. NAME OF SURVIVING SPOUSE—FIRST			29. MIDDLE			30. LAST (MAIDEN)			
31. NAME OF FATHER—FIRST Frederick			32. MIDDLE			33. LAST Kemnitz		34. BIRTH STATE Unk.	
35. NAME OF MOTHER—FIRST Anna			36. MIDDLE			37. LAST (MAIDEN) SaiCoan		38. BIRTH STATE Unk.	
39. DATE M/M/DD/CCYY 03/12/1998		40. PLACE OF FINAL DISPOSITION At sea, off the coast of Orange County, Ca.							
41. TYPE OF DISPOSITION(S) CR/SEA		42. SIGNATURE OF EMBALMER Not Embalmed					43. LICENSE NO.		
44. NAME OF FUNERAL DIRECTOR LESNESKI MORTUARY		45. SIGNATURE OF LOCAL REGISTRAR <i>[Signature]</i>					47. DATE M/M/DD/CCYY 03/11/1998		
101. PLACE OF DEATH Hospice Family Care S&P			102. IF NURSING HOME, SPECIFY ONE <input type="checkbox"/> NP <input type="checkbox"/> ENOP <input type="checkbox"/> DGA			103. FACILITY OTHER THAN NURSING HOME <input checked="" type="checkbox"/> CONV. <input type="checkbox"/> HOSP. <input type="checkbox"/> RES. CARE <input type="checkbox"/> OTHER		104. COUNTY Orange	
105. STREET ADDRESS—(STREET AND NUMBER OR LOCATION) 11250 Warner Ave.			106. CITY Fountain Valley						
107. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, C, AND D)						108. DEATH REPORTED TO CORONER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO REFERRAL NUMBER			
IMMEDIATE CAUSE (A) Respiratory failure						109. DISPOSTY PERFORMED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
DUE TO (B) Sepsis						110. AUTOPSY PERFORMED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
DUE TO (C) Lymphoma						111. USED IN DETERMINING CAUSE <input type="checkbox"/> YES <input type="checkbox"/> NO			
DUE TO (D)									
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 107 None									
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? IF YES, LIST TYPE OF OPERATION AND DATE No									
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSE STATED, DECEDENT ATTENDED SINCE DECEDENT LAST BEEN ALIVE M/M/DD/CCYY 06/22/1992 03/05/1998			115. SIGNATURE AND TITLE OF CERTIFIER <i>[Signature]</i>			116. LICENSE NO.		117. DATE M/M/DD/CCYY 03/09/1998	
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP 655 Camino De Los Mares #124, San Clemente, Ca. 92672			119. TYPE AT WORK						
120. INJURY AT WORK <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			121. INJURY DATE M/M/DD/CCYY						
122. HOUR			123. PLACE OF INJURY						
124. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)									
125. LOCATION (STREET AND NUMBER OR LOCATION AND CITY, ZIP)									
126. SIGNATURE OF CORONER OR DEPUTY CORONER			127. DATE M/M/DD/CCYY			128. TYPED NAME, TITLE OF CORONER OR DEPUTY CORONER			
STATE REGISTRAR		A		B		C		D	
		E		F		G		H	
376976						5161		CENSUS TRACT	

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF ORANGE

DATE ISSUED
03/13/1998

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

HIGH F. STALLWORTH, M.D.
COUNTY HEALTH OFFICER
REGISTRAR OF VITAL STATISTICS

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

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



CERTIFICATION OF VITAL RECORD

COUNTY OF ORANGE
HEALTH CARE AGENCY

1719 W. 17TH STREET • SANTA ANA, CALIFORNIA 92706

3 199630 014865

CERTIFICATE OF DEATH

STATE FILE NUMBER		USE BLACK INK ONLY/NO ERASURES, WHITOUTS OR ALTERATIONS VS-11 (REV. 7/83)				LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT—FIRST GIVEN Blanche		2. MIDDLE Esther		3. LAST (FAMILY) KEMNITZ			
4. DATE OF BIRTH MM/DD/CCYY 11/13/1921		5. AGE YRS. 75		6. SEX F		7. DATE OF DEATH MM/DD/CCYY 12/14/1996	
8. STATE OF BIRTH Illinois		11. MILITARY SERVICE		12. MARITAL STATUS Married		13. EDUCATION—YEARS COMPLETED 14	
14. RACE White		16. USUAL EMPLOYER Self Employed		15. OCCUPATION Homemaker			
17. OCCUPATION Homemaker		18. KIND OF BUSINESS Own Home		19. YEARS IN OCCUPATION 55			
20. RESIDENCE—STREET AND NUMBER OR LOCATION 221 Ave. Barcelona							
21. CITY San Clemente		22. COUNTY Orange		23. ZIP CODE 92672		24. YRS IN COUNTY 41	
25. STATE OR FOREIGN COUNTRY California							
26. MARRIAGE RELATIONSHIP Robert Frederick Kemnitz, Husband				27. MAILING ADDRESS (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP) 221 Ave. Barcelona, San Clemente, Ca. 92672			
28. NAME OF SURVIVING SPOUSE—FIRST Robert		29. MIDDLE Frederick		30. LAST (MAIDEN NAME) Kemnitz			
31. NAME OF FATHER—FIRST Axel		32. MIDDLE		33. LAST Erickson		34. BIRTH STATE Sweden	
35. NAME OF MOTHER—FIRST Hilda		36. MIDDLE		37. LAST (MAIDEN) Unknown		38. BIRTH STATE Sweden	
39. DATE MM/DD/CCYY 12/18/1996		40. PLACE OF FINAL DISPOSITION Burial at sea, Dana Point, California					
41. TYPE OF DISPOSITIONS CR/SEA		42. SIGNATURE OF CORONER Not Embalmed				43. LICENSE NO.	
44. NAME OF FUNERAL DIRECTOR LESNESKI MORTUARY		45. SIGNATURE OF LOCAL REGISTRAR <i>[Signature]</i>				46. DATE MM/DD/CCYY 12/16/1996	
101. PLACE OF DEATH Residence		102. IF HOSPITAL SPECIFY ONE <input type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> DDA <input type="checkbox"/> COM HOSP. <input type="checkbox"/> RES. <input type="checkbox"/> OTHER		103. FACILITY OTHER THAN HOSPITAL		104. COUNTY Orange	
105. STREET ADDRESS—STREET AND NUMBER OR LOCATION 221 Ave. Barcelona		106. CITY San Clemente					
107. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, C, AND D) (A) Acute congestive heart failure		TIME INTERVAL BETWEEN ONSET AND DEATH 10 min.		108. DEATH REPORTED TO CORONER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO REFERRAL NUMBER 96-07914-LY			
DUE TO (B) Hypertensive cardiovascular disease		5 yrs.		109. BIOPSY PERFORMED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
DUE TO (C)				110. AUTOPSY PERFORMED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
DUE TO (D)				111. USED IN DETERMINING CAUSE <input type="checkbox"/> YES <input type="checkbox"/> NO			
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 107 None							
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? IF YES LIST TYPE OF OPERATION AND DATE No							
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED. DECEDENT ATTENDED SINCE: DECEDENT LAST SEEN ALIVE 03/29/1990 12/09/1996		115. SIGNATURE AND TITLE OF PHYSICIAN <i>[Signature]</i>		116. LICENSE NO.		117. DATE MM/DD/CCYY 12/16/1996	
I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED.		118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS - ZIP Peter Jungwirth M.D. 655 Camino De Los Mares, #124, San Clemente, Ca. 92672		119. MANNER OF DEATH <input type="checkbox"/> NATURAL <input type="checkbox"/> SUICIDE <input type="checkbox"/> HOMICIDE <input type="checkbox"/> ACCIDENT <input type="checkbox"/> PENDING INVESTIGATION <input type="checkbox"/> COULD NOT BE DETERMINED		120. BIOPSY PERFORMED <input type="checkbox"/> YES <input type="checkbox"/> NO	
119. MANNER OF DEATH		121. INJURY AT WORK		122. INJURY DATE MM/DD/CCYY		123. HOUR	
124. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)		125. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)					
126. SIGNATURE OF CORONER OR DEPUTY CORONER		127. DATE MM/DD/CCYY		128. TYPED NAME, TITLE OF CORONER OR DEPUTY CORONER			
STATE REGISTRAR		A B C D E F G H		FAX AUTH. #		CENSUS TRACT	

205828

STATE OF CALIFORNIA } SS
COUNTY OF ORANGE

DATE ISSUED

12/18/1996

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

[Signature]
HUGH F. STALLWORTH, M.D.
COUNTY HEALTH OFFICER
REGISTRAR OF VITAL STATISTICS

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

STATE OF NEW MEXICO
CERTIFICATE OF DEATH

New Mexico Vital Records and Health Statistics
State of New Mexico
United States of America

No. 3908403

The back of this document contains a watermark. Hold up to light to view.

DECEDENT'S LEGAL NAME <<<Jack Thomas Kemnitz>>>		IF FEMALE, MAIDEN NAME	
DATE OF DEATH April 30, 2017	TIME OF DEATH 08:54	SEX AM <input checked="" type="checkbox"/> PM <input type="checkbox"/>	SOCIAL SECURITY NUMBER
MARITAL STATUS Never Married	SURVIVING SPOUSE - If wife, maiden name <<<>>>		
DATE OF BIRTH July 15, 1959	BIRTH PLACE Laguna Beach, California, United States	SERVED IN U.S. ARMED FORCES Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
DECEDENT'S RACE White	TRIBE <<<>>>	HISPANIC Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
DECEDENT'S RESIDENCE COUNTY Eddy		DECEDENT'S RESIDENCE STATE New Mexico	
MOTHER'S FULL MAIDEN NAME <<<Blanche Erickson>>>		FATHER'S FULL NAME <<<Robert Kemnitz>>>	
METHOD OF DISPOSITION <input type="checkbox"/> Burial <input type="checkbox"/> Donation <input type="checkbox"/> Removal from State <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Entombment <input type="checkbox"/> Other (Specify): <<<>>>		DISPOSITION LOCATION Pecos Valley Crematory	
FUNERAL SERVICE FACILITY West Funeral Home		COUNTY OF DEATH Eddy	
PLACE OF DEATH Carlsbad Medical Center	TYPE OF PLACE Hospital-Inpatient	NAME OF PERSON CERTIFYING CAUSE OF DEATH <<<Kevin Nash MD>>>	
MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Undetermined <input type="checkbox"/> Pending Investigation			
CAUSE OF DEATH			
PART I. Events such as diseases, injuries, or complications that directly caused the death.			
a. Septic Shock			
b. <<<>>>			
c. <<<>>>			
d. <<<>>>			
PART II. Other significant conditions contributing to death.			
Urinary Tract Infection			

File Number: 2017-005706
File Date: May 09, 2017
Order Number: 20170501917

Renee Valencia, State Registrar

CERTIFIED COPY OF VITAL RECORD

This is a true and exact reproduction of all or part of the document officially registered and filed with the New Mexico Bureau of Vital Records and Health Statistics, Department of Health.



WARNING: IT IS ILLEGAL TO ALTER, COPY OR COUNTERFEIT THIS CERTIFICATE. ADVERTENCIA: ES ILLEGAL ATERAR, COPIAR O FALSIFICAR ESTE CERTIFICADO.

DATE ISSUED May 11 2017

1 THE KEMNITZ FAMILY TRUST

2 DECLARATION OF TRUST

3
4 ROBERT F. KEMNITZ and BLANCHE E. KEMNITZ, Husband and Wife,
5 residents of California, declare that they are creating a
6 Revocable Living Trust by this document. All property hereinafter
7 transferred or conveyed to and received by the Trustee to be held
8 pursuant to the terms of this Instrument is herein called the
9 "Trust Estate". It shall be held, administered, and distributed
10 by the Trustee as provided in this Declaration of Trust.

11
12 NAME OF TRUST

13
14 This Trust shall be known as and hereinafter referred to as:
15 THE KEMNITZ FAMILY TRUST.

16
17 CREATORS OF THE TRUST

18
19 The Creators of this Trust are ROBERT F. KEMNITZ AND BLANCHE E.
20 KEMNITZ.

21
22 DEFINITIONS

23
24 As used in this Declaration of Trust,

- 25 a) the term "Husband" shall mean ROBERT F. KEMNITZ;
26 b) the term "Wife" shall mean BLANCHE E. KEMNITZ;
27 c) the term "Creator(s)" shall refer individually and/or
28 collectively to Husband and Wife; and

1 SECTION 1.01 - REVOCATION BY ONE CREATOR

2
3 At any time during the joint lives of the Creators, either Creator
4 acting independently of the other Creator, may revoke this Trust
5 in its entirety. The Creator revoking the Trust shall deliver
6 written notice of revocation to the other Creator and to the
7 Trustee of this Trust. Upon receipt of same, the Trustee shall,
8 as soon as practicable, dissolve this Trust and return assets to
9 the Creators. Community Property shall be returned to the control
10 of both Creators and Separate Property shall be returned to the
11 Creator who contributed same.

12
13 SECTION 1.02 - REVOCATION OR AMENDMENT OF TRUST BY BOTH CREATORS

14
15 Acting together, the Creators may at any time, by a duly executed
16 instrument,

17 A) Amend this Declaration of Trust (including its technical
18 provisions) in any manner, and/or

19 B) Revoke this Declaration of Trust in part or in whole.

20 In the latter event, any and all Trust properties shall
21 immediately revert to such Creators free of Trust. Such
22 instrument of amendment or revocation shall be effective
23 immediately upon its proper execution by Creator(s), but until a
24 copy has been received by a Trustee, that Trustee shall not incur
25 any liability or responsibility either (1) for failing to act in
26 accordance with such instrument or (2) for acting in accordance

1 with the provisions of this Declaration of Trust without regard to
2 such instrument.

3
4 SECTION 1.03 - IRREVOCABILITY

5
6 On the death of either Creator, except as otherwise expressly
7 provided for in this Declaration, the Trusts created by this
8 Declaration shall become irrevocable and not subject to amendment
9 or revocation.

10
11 SECTION 1.04 - ADDITIONS TO TRUST PROPERTIES

12
13 A) At any time during the continuance of any trust hereinunder,
14 its Trustees in their sole and absolute discretion, after
15 consideration of the possible tax consequences to all concerned,
16 are authorized to receive additions of cash or other properties to
17 such Trust, subject to any conditions to which such Trustees may
18 agree, from any source whatsoever without limitation, whether by
19 gift, Will, or otherwise. However, the Trustees shall accept all
20 assets which any person or persons may give, devise, and/or
21 bequeath by Last Will and Testament to any trust or trusts
22 hereunder. This includes all assets that may be transferred to

1 such trust or trusts pursuant to the express provisions of any
2 other Declaration of Trust or documents of any kind.

3 B) At any time any person or persons may designate any trust
4 hereinunder as the primary or contingent beneficiary of any
5 insurance, pension, or other death benefit, relating to the life
6 of anyone. Such designation is to be presumed revocable unless it
7 is expressly irrevocable. Until such benefit matures or is
8 received because of death, the Trustees shall have no
9 responsibility whatsoever with respect to it. Unless and until
10 the trust that is designated as beneficiary of such death benefit
11 becomes the owner of the insurance proceeds involved (or other
12 source of such benefit), such trust arrangement shall be operative
13 only with respect to such net proceeds as actually become payable
14 by reason of death.

15 C) All additions, unless specifically designated to a certain
16 trust or trusts hereinunder or unless there is then only one trust
17 in existence, shall be considered as made to the Survivor's Trust
18 as hereinafter defined. It shall be divided into separate shares
19 among Creator's beneficiaries in the way ARTICLE THREE designates.
20 It shall be disposed of as follows:

21
22 1) The share of each descendant who then has a separate
23 trust or trust share herein (i.e., with respect to he or
24 she being such trust's then primary beneficiary) shall be
25 added to the principal of such trust and shall thereafter

1 be held, managed, and disposed of in the same manner as
2 the principal to which such share is added.

3
4 2) The share of each descendant who has had a trust or
5 trust share herein, which trust is no longer in existence,
6 shall be considered to be principal. It shall
7 reconstitute such descendant's said trust and shall
8 thereafter be held, managed and disposed of as though such
9 trust had not previously terminated.

10
11 Any addition to a separate trust herein, including any income
12 earned thereon prior to actual receipt of the addition by the
13 trust, shall be added to the principal of such trust and
14 thereafter held, managed, and distributed by its Trustees as part
15 of the principal to which it is added.

16
17 SECTION 1.05 - SEPARATE PROPERTY TO REMAIN SEPARATE

18
19 All property now or hereafter conveyed or transferred to the
20 Trustee to be held by the Trustee pursuant to this Declaration
21 which was Community Property, Quasi-Community Property, or
22 Separate Property at the time of such conveyance or transfer,
23 shall remain respectively Community Property, Quasi-Community
24 Property, or the Separate Property of the Creator transferring
25 such property to the Trustee. Notwithstanding the above, any
26 Joint Tenancy Property transferred to the Trustee shall thereafter
27 be deemed to be the Community Property of the Creators.

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SECTION 1.06 - POWER LIMITATION ON COMMUNITY PROPERTY

It is the Creators' intent that the Trustee shall have no more extensive power over any Community Property transferred to the Trust Estate than either of them would have had under California Civil Code Section 5125 had this Declaration of Trust not been created. This instrument shall be interpreted to achieve this intention. This limitation shall terminate on the death of either Creator.

SECTION 1.07 - TRUST INCOME FOR CREATORS

During the joint lives of the Creators, the Trustee shall at least annually unless otherwise directed by both Creators in writing, pay to or apply for the benefit of Husband and Wife all of the net income from the Trust Estate in the same proportion as each of their respective interests in the Trust Estate. That is to say, a one-half interest to each Creator of all income produced by Community Property assets, while the income from Separate Property assets shall go to the Creator who contributed any such Separate Property.

1 SECTION 1.08 - CREATORS CAN INVADE PRINCIPAL

2
3 During the joint lives of the Creators, should the net income of
4 the Trust Estate be insufficient to provide for the care,
5 maintenance, support, or desires of the Creators as herein
6 defined, the Trustee may from time to time, in the Trustee's sole
7 and absolute discretion, pay to or apply for the benefit of the
8 Creators, or either of them, or any of their dependents, such
9 amounts from the principal of the Trust Estate as the Trustee
10 deems necessary or advisable for the care, maintenance, support or
11 desires of the Creators. As used in this section, the term "care,
12 maintenance, support, or desires of the Creators" shall mean:

13 (A) The providing of proper care, maintenance, and support for
14 the Creators, or either of them, during any period of illness, or
15 other want or necessity;

16 (B) The maintenance of the Creators and each of them in the
17 manner of living to which they, and each of them, are accustomed
18 on the date of this Declaration;

19 (C) The support and maintenance in the manner to which they are
20 accustomed on the date of this Declaration of Trust whether adult
21 or minor, dependent on either or both of the Creators, for such
22 support and maintenance;

23 (D) The education in the manner desired by the Creators or any
24 person, whether adult or minor, dependent on the Creators, or
25 either of them, for such education; and

1 (E) The desire to withdraw assets of any kind in any ratio
2 which does not otherwise violate the terms and provisions of this
3 Trust.

4 In interpreting the provisions of this section, the Trustee
5 shall use broad discretion for the Creators' rights to withdraw
6 principal, and rights of any Remaindermen shall be considered of
7 secondary importance.

8
9 (END OF ARTICLE ONE)

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A R T I C L E T W O

TRUST PROVISIONS AFTER FIRST DEATH

A R T I C L E S U M M A R Y

This Article contains the administrative provisions and instructions to be followed by the Trustees after the death of the first of either Creator. If anything in this summary paragraph conflicts with any provision of this Declaration of Trust or any amendment or modification hereafter created in regard to this Trust, such conflicting language in this summary shall be null and void and this Trust shall be interpreted as if such language had not been in this Trust. This paragraph is only for the benefit of the Creators. It will assist in understanding the operative provisions of this Trust. The Trustee first collects all the assets which pass to the Trust as a result of the death of either Creator. The Trust Estate is split into two shares. These assets are then administered for the benefit of the Trust beneficiaries as determined below.

The first share is called the FAMILY TRUST. It consists of the Deceased Creator's separate property and the Deceased Creator's interest in the Community Property held by the Trust. Under current law, the maximum amount which can pass from the Deceased Creator to the next generation without Federal Estate Tax is \$600,000. Should those amounts change, the Trust is drafted in an

1 attempt to accommodate any changes in the law and allow for the
2 maximum amount that can pass free of Federal Estate Tax. However,
3 major changes in the law could result in the need for a Trust
4 amendment as to how much is placed in the FAMILY TRUST. It is
5 possible for the Surviving Creator to have certain benefits from
6 the FAMILY TRUST. The three benefits are: (1) the Surviving
7 Creator can receive 100% of the income generated by the FAMILY
8 TRUST; (2) the Surviving Creator can receive the greater of \$5,000
9 or 5% of the amount in the FAMILY TRUST per year; (3) the
10 Surviving Creator can receive up to 100% of the assets in the
11 FAMILY TRUST if they are necessary for basic support and
12 maintenance purposes. Prior to the execution of this Declaration
13 of Trust, the Creators determined which of these three powers they
14 wanted to have in the Trust. They are contained in the Sections
15 below. These provisions can be added or deleted by amendment to
16 this Declaration of Trust if signed by both Creators. However,
17 after the death of either Creator, the terms controlling the
18 administration of the FAMILY TRUST become IRREVOCABLE.

19 The second share is called the SURVIVOR'S TRUST and consists of
20 all assets of the Trust Estate that are not included in the FAMILY
21 TRUST share. That would include the Surviving Creator's Separate
22 Property, his or her 1/2 of the Community Property, and any amount
23 of the Deceased Creator's Property which exceeds the amount which
24 can pass free of Federal Estate Tax as defined above. This share
25 is in the total control of the Surviving Creator. The assets and
26 provisions governing this share can be altered, amended, or
27 revoked in whole or in part by the Surviving Creator. All of the
28 income generated by this share goes to or for the benefit of the
9 Surviving Creator.

1 SECTION 2.01 - THE TRUSTEE GATHERS ASSETS

2
3 On the death of either Creator leaving the other Creator surviving
4 him or her, the Trustee shall collect all insurance proceeds
5 payable to the Trustee by reason of such death and all bequests,
6 whether of real or personal property, distributable to the Trust
7 Estate under the terms of the last Will of the Deceased Creator or
8 from any other source.

9
10 SECTION 2.02 - LAST EXPENSES ARE SATISFIED

11
12 On the death of either Creator, the Trustee shall pay either from
13 the income or principal of the Trust or partly from the principal
14 and partly from the income of the Trust, as the Trustee in the
15 Trustee's absolute discretion may determine, the expenses of the
16 Deceased Creator's last illness, funeral, and burial.

17
18 SECTION 2.03 - THE TRUST ESTATE IS DIVIDED

19
20 The Trustee shall divide the entire Trust Estate into two separate
21 trusts to be known and herein designated as the "FAMILY TRUST" and
22 the "SURVIVOR'S TRUST".

23
24 SECTION 2.04 - THE "FAMILY TRUST"

25
26 The Trustee shall create and administer the FAMILY TRUST share in

1 accordance with the following provisions:

2 A) FAMILY TRUST ASSETS: The principal or Trust Estate of the
3 FAMILY TRUST shall consist of the lessor of:

4 1. the Deceased Creator's Separate Property and his or
5 her 50% interest in any Community Property, OR

6 2. assets equal in value to the maximum amount, if any,
7 that can pass free of Federal Estate Tax by reason of the
8 unified credit available to the Estate of the Creator
9 after considering any adjusted taxable gifts and bequests
10 by Will or other dispositions not qualifying for the
11 marital deduction made by the Creator. This includes all
12 charges to principal of the Estate which are not deducted
13 in computation of the Federal Estate Tax on the Estate of
14 the Deceased Creator; provided however, that the
15 allocation to the Family Trust shall be satisfied with
16 assets valued as of the date of allocation or
17 distribution; provided further that any assets in the
18 Trust Estate which do not qualify for the Federal Estate
19 Tax marital deduction shall be first used to satisfy the
20 allocation to the Family Trust.

21
22 B) PAYMENT OF DEATH TAXES: The Trustee shall thereafter pay
23 either from the income or principal of the FAMILY TRUST, or partly
24 from the income and partly from the principal of the FAMILY TRUST,
25 as the Trustee in the Trustee's sole and absolute discretion may
26 determine, any inheritance, estate or death taxes that may be due
27 by reason of the Deceased Creator's death, unless that Trustee in

1 his or her absolute discretion determines that other adequate
2 provisions have been made for the payment of such expenses and
3 taxes.

4 (C) FAMILY TRUST INCOME AND PRINCIPAL DISTRIBUTION: The Family
5 Trust shall be administered as defined below.

6
7 (1) INCOME: After the death of the first of the Creators
8 to die, the Trustee shall annually or more frequently pay
9 to or apply for the benefit of the Surviving Creator all
10 of the net income from the principal of the FAMILY TRUST.

11
12 (2) ANNUAL INVASION OF FAMILY TRUST PRINCIPAL: After the
13 death of either Creator, the Trustee shall pay annually
14 to, or apply for the benefit of the Surviving Creator, the
15 greater of the sum of \$5000 or 5% of the principal of the
16 Family Trust. These sums shall be paid from the Family
17 Trust to the Surviving Creator only upon written direction
18 from the Surviving Creator to the Trustee of the Family
19 Trust on or before December 1 of each calendar year. This
20 right of invasion shall terminate for a calendar year if
21 not elected that calendar year by the first day of
22 December. However, the election for any subsequent
23 calendar year may thereafter be exercisable during the
24 respective calendar year prior to December 1.

1 3) TRUST INVASION: Should the Trustee determine the
2 Surviving Creator to be in need of funds for his or her
3 general support, health, maintenance or education to
4 enable him or her to remain in the living standard to
5 which he or she has become accustomed at the time this
6 FAMILY TRUST share is created and becomes irrevocable, the
7 Trustee may, in addition to the other powers included
8 herein, distribute such sums from the principal of the
9 FAMILY TRUST up to the whole thereof, as the Trustee feels
10 necessary to satisfy the above limited purposes.

11
12 SECTION 2.05 - THE "SURVIVOR'S TRUST"
13

14 The Trustee shall administer the assets of the SURVIVOR'S TRUST
15 share in accordance with the following terms and provisions:
16

17 A. ASSETS OF THE SURVIVOR'S TRUST: The principal or Trust Estate
18 of the Survivor's Trust shall consist of all the interest in each
19 and every asset held by or received by the Trustee pursuant to
20 this Declaration, including that property received on or by reason
21 of the death of the Deceased Creator, not allocated to the
22 principal or Trust Estate of the FAMILY TRUST share pursuant to
23 the preceding Section of this Declaration.

24
25 B. INCOME GENERATED BY THE SURVIVOR'S TRUST: During the life of
26 the Surviving Creator, the income generated by the SURVIVOR'S
27 TRUST share of the Trust Estate shall all go to and for the

1 benefit of the Surviving Spouse in convenient but at least annual
2 installments.

3
4 C. PRINCIPAL ASSETS OF THE SURVIVOR'S TRUST: During the lifetime
5 of the Surviving Creator, the Surviving Creator may withdraw from
6 the SURVIVOR'S TRUST any and all assets which are allocated to the
7 SURVIVOR'S TRUST. Such withdrawal shall be initiated by delivery
8 of written instrument to the Trustee detailing the assets which
9 are to be withdrawn. Upon receipt of such notice, the Trustee
10 shall immediately, or as soon thereafter as is practicable,
11 transfer said assets to the Surviving Creator free of Trust.

12
13 D. RIGHT OF AMENDMENT: During the lifetime of the Surviving
14 Creator, the Surviving Creator shall have the exclusive right to
15 create a written amendment to any portion of this instrument which
16 relates ONLY to the SURVIVOR'S TRUST. The Surviving Creator shall
17 not have the right to amend any other section of this Declaration
18 of Trust after the death of the other Creator.

19
20
21 (END OF ARTICLE TWO)

1 Creator. If the Surviving Creator does not designate any such
2 special power of appointment in his or her Will, the assets of
3 the Survivor's Trust share and the assets of the Family Trust
4 shall be combined and administered pursuant to the provisions
5 elected by the Creators. The first distributive provision deals
6 with income. It is the Creators' intent that this Trust should
7 distribute its income at least annually, but the Trustee may
8 distribute the income at more frequent intervals. As to the
9 principal, almost limitless options exist with regard to the
10 provisions and requirements which the Trust Creators may impose
11 upon individuals prior to their attainment of the designated
12 assets Creators herein grant to them. The Creators have elected
13 the requirements (if any) as hereinafter stated, but understand
14 that at any time prior to the death of either Creator, they may
15 change or alter the terms and provisions of this Article.

16
17 SECTION 3.01 - THE TRUSTEE GATHERS ASSETS

18
19 On the death of the Surviving Creator, the Trustee shall collect
20 all insurance proceeds payable to the Trustee by reason of such
21 death, all bequests and devises distributable to the Trust Estate
22 under the terms of the last Will of the Deceased Creator, and any
23 and all other assets passing to the Trust as the result of the
24 death of the Surviving Creator.

1 SECTION 3.02 - TRUSTEE PAYS LAST EXPENSES

2

3 On the death of the Surviving Creator, the Trustee shall pay
4 either from the income or principal of the SURVIVOR'S TRUST or
5 partly from the principal and partly from the income of the
6 SURVIVOR'S TRUST, as the Trustee in the Trustee's sole and
7 absolute discretion may determine, the expenses of the Deceased
8 Creator's last illness, funeral, and burial unless the Trustee
9 determines that other adequate provisions have been made for
10 payment of such expenses.

11

12 SECTION 3.03 - PAYMENT OF DEATH TAXES

13

14 The Trustee shall thereafter pay either from the income or
15 principal of the SURVIVOR'S TRUST or partly from the income and
16 partly from the principal of the SURVIVOR'S TRUST, as the Trustee
17 in the Trustee's sole and absolute discretion may determine, any
18 inheritance, estate or death taxes that may be due by reason of
19 the Surviving Creator's death, unless that Trustee determines that
20 other adequate provisions have been made for the payment of such
21 taxes.

22

1 SECTION 3.04 - THE SPECIAL POWER OF APPOINTMENT

2
3 On the death of the Surviving Creator, the principal of the
4 Survivor's Trust and any accrued or undistributed new income from
5 the principal of the Survivor's Trust shall go to and be
6 distributed by the Trustee in such a manner and to such persons,
7 including the estate, the creditors, or the creditors of the
8 estate of the Surviving Creator as the Surviving Creator shall
9 have appointed and directed by specific reference to this power of
10 appointment in his or her last Will admitted to probate by a court
11 of competent jurisdiction.
12

13 SECTION 3.05 - COMBINING OF THE SURVIVOR'S TRUST AND THE FAMILY
14 TRUST
15

16
17 Should the Surviving Creator fail to exercise effectually, in
18 whole or in part, the power of appointment described in the
19 previous paragraph of this Declaration, the unappointed portion of
20 the principal of the Survivor's Trust and the unappointed portion
21 of any accrued or undistributed net income from the principal of
22 the Survivor's Trust shall be added to the principal of the Family
23 Trust. These shall then be held, administered and distributed by
24 the Trustee pursuant to the provisions of this Declaration of
25 Trust in the same manner as if they had been originally included
26 in the principal of the Family Trust.

1 SECTION 3.06 - DIVIDING THE RESULTING TRUST ESTATE INTO SHARES

2
3 The Trustee shall thereafter divide the Trust Estate into shares
4 for the benefit of CHARLES R. KEMNITZ AND JACK T. KEMNITZ, the
5 children of the Creators. Each child shall be entitled to receive
6 an equal share.

7
8 SECTION 3.07 - TRUST INCOME DISTRIBUTION

9
10 The Trustee shall apply and distribute the net income of each of
11 the shares of the resulting Trust Estate set aside for the benefit
12 of the Creators' children, CHARLES R. KEMNITZ AND JACK T. KEMNITZ,
13 as follows:

14 a. until the principal of each share of the Trust Estate has
15 been distributed, the Trustee shall distribute at frequent and
16 convenient intervals, but at least annually, all of the net income
17 of the Trust Estate;

18 b. such distribution shall be in amounts proportional to the
19 interests held in each of the shares by the children of the
20 Creators.

21
22 SECTION 3.08 - TRUST PRINCIPAL DISTRIBUTION

23
24 A. As soon as practicable, the Trustee shall distribute to each
25 such child 100% of the then balance of the principal of his share
26 of the Trust Estate.

1 B. If either child for whom a share of the Trust Estate has
2 been set aside should die prior to the above distribution, the
3 Trustee shall distribute all the balance of such deceased child's
4 share of the Trust Estate to the Creators' other living child, or
5 if both are predeceased, then to the surviving issue of the
6 Creators' deceased children on the principle of representation.
7 Notwithstanding anything above to the contrary, any principal
8 distribution to Creators' grandchildren, shall not occur prior to
9 age 18. However, in any interim period, the Trustee may
10 distribute from the principal of the Trust Estate, such sums as in
11 his discretion are necessary for the health, education and welfare
12 of the grandchildren.

13 C. If both of the Creators' children and their issue should die
14 prior to final distribution of the Trust Estate, all of the Trust
15 Estate not disposed of as hereinabove provided shall be
16 distributed one-half (1/2) equally to the Husband's nephews, GARY
17 KRUEGER, JOHN STRID AND THOMAS STRID, or to the survivor of any of
18 them, or if none, then to the persons who would then be the
19 Husband's heirs; and the other one-half (1/2) to the persons who
20 would then be the heirs of the Wife. The identities and
21 respective shares of the aforesaid heirs are to be determined in
22 accordance with the intestate succession laws of the State of
23 California then in effect relating to the succession of Separate
24 Property not acquired from a predeceased spouse. If either of the
25 Creators have no such heirs, then all of the Trust Estate shall be
26 distributed to the aforesaid heirs of the other.

1 D. Unless otherwise stated to the contrary above, each share of
2 the Family Trust set aside for the benefit of the surviving issue
3 of a deceased child of the Creator, as hereinabove provided, shall
4 be distributed immediately to the surviving issue of such deceased
5 child on the principle of representation.

6
7 (END OF ARTICLE THREE)

1 A R T I C L E F O U R

2
3 GENERAL ADMINISTRATIVE PROVISIONS

4
5 A R T I C L E S U M M A R Y

6
7 The provisions of this Article apply general principles of law to
8 the Trust as well as making the Declaration of Trust more flexible
9 during the administrative periods of the Trust's existence. If
10 anything in this summary paragraph conflicts with any provision of
11 this Declaration of Trust or any amendment or modification
12 hereafter created in regard to this Trust, such conflicting
13 language in this summary shall be null and void and this Trust
14 shall be interpreted as if such language had not been in this
15 Trust. This paragraph is only to help the Creators understand the
16 operative provisions of this Trust.

17 The first portion of this Article deals with the powers granted
18 to the Trustees. They are broad and encompassing, and include the
19 power to administer the assets with the same authority and power
20 as the Creators had prior to the creation of the Trust. Some
21 powers are limited to the Creators and do not extend to the
22 subsequent Trustees. Unless the power is specifically so limited
23 in its language, it does extend to the subsequent Trustees.

24 This article also defines incapacity and determines Trust
25 disposition during any period of incapacity. Simply, incapacity
26 is a mental or physical state wherein an individual is incapable
27 of making reasonable financial decisions. During any period of
28 incapacity, the Trust is irrevocable. This protects the assets

1 from the undue influence of any third party individuals who would
2 use their influence to their own benefit and to the detriment of
3 the Creators or their intended heirs.

4 The Trustee is also directed with regard to what to do in the
5 event of simultaneous deaths of the Creators, coordination with
6 the Probate Estate (if any) of the Creators or either of them, and
7 what to do with undistributed income interests.

8 Certain accounting procedures are required by law. The Trustees
9 must give the beneficiaries an annual accounting. For the
10 Creators, this may be as complete or as incomplete as desired. It
11 does not impose an accounting burden on the Creators by requiring
12 them to prepare detailed records. However, for the protection of
13 third parties, subsequent Trustees must abide by this requirement
14 to perform their fiduciary duty and to act as a guard against any
15 fraud or misappropriation of Trust Assets.

16 The Spendthrift Provision of the Trust is also in this Article.
17 It prohibits creditors of the Trust's subsequent beneficiaries
18 (generally the Creator's children) from relying on the assets of
19 the Trust to extend credit. Thus, the heir is prohibited from
20 pledging the assets of the Trust as collateral, and thereby
21 spending it before he or she is entitled to receive it.

22 Finally, the Trust termination paragraph is included in this
23 Article. This paragraph is required to assure the validity of the
24 Trust and to assure that the Trust does not violate a law known as
25 the Rule Against Perpetuity. This law was established to prohibit
26 an individual from controlling assets "from the grave" for a
27 period of time calculated by the legislature as against public
28 policy.

SECTION 4.01 - TRUST POWERS

The Trustee shall have control with respect to any and all property that may at any time be held by the Trustee pursuant to this Declaration, whether such property constitutes principal or accumulated income of any trust provided for in this Declaration. The powers granted to the Trustee shall be exercisable in the Trustee's sole and absolute discretion at any time and from time to time on such terms and in such manner as the Trustee may deem advisable. The Trustee's powers shall include the power to:

A. SELL ASSETS

Sell, convey, exchange, convert, improve, repair, partition, divide, allot, subdivide, create restrictions, easements, or other servitudes thereon, and otherwise operate and control.

B. LEASE ASSETS

Lease for terms within or beyond the term of any trust provided for in this Declaration and for any purpose, including exploration for and removal of gas, oil and other minerals; and enter into any covenants and agreements relating to the property so leased or any improvements which may then or thereafter be erected on such property.

C. ENCUMBER ASSETS

Encumber or hypothecate for any trust purpose by mortgage, deed of trust, pledge or otherwise.

1 D. ADMINISTER INSURANCE

2 Carry insurances of such kinds and in such amounts as the Trustee
3 may deem advisable at the expense of the trusts provided for in
4 this Declaration.

5 E. LITIGATE

6 Commence or defend at the expense of any trust provided for in
7 this Declaration such litigation with respect to any such trust or
8 any property of the Trust Estate as Trustee may deem advisable and
9 employ, for reasonable compensation payable by any such trust,
10 such counsel as the Trustee deems advisable for that purpose.

11 F. INVEST

12 Invest and reinvest the Trust funds in such property as the
13 Trustee, exercising reasonable business judgment, may deem
14 advisable, whether or not such property is of the character
15 specifically permitted by law for the investment of Trust funds;
16 provided, however, that the Trustee is not authorized to invest or
17 reinvest the Trust funds in property which is nonproductive of
18 income; provided, further, that in the event that any income
19 producing property of the Trust subsequently becomes nonproductive
20 of income, the Trustee is directed at such time to convert such
21 nonproductive property to property productive of income;

22 G. VOTE

23 Vote, by proxy or otherwise, in such manner as Trustee may
24 determine to be in the best interests of the Trust provided for in
25 this Declaration any securities having voting rights held by the
26 Trustee pursuant to this Declaration.

27 H. PAY BILLS

28 Pay any assessments or other charges levied on any stock or other
29 security held by Trustee in trust pursuant to this Declaration;

1 I. SUBSCRIBE

2 Exercise or not exercise as Trustee may deem best any
3 subscription, conversion or other rights or options which may at
4 any time attach, belong or be given to the holders of any stocks,
5 bonds, securities or other instruments held by it in trust
6 pursuant to this Declaration;

7 J. FORECLOSE

8 Participate in any plans or proceedings for the foreclosure,
9 reorganization, consolidation, merger or liquidation of any
10 corporation or organization that has issued securities held by the
11 Trustee or will issue securities to be held by Trustee in trust
12 pursuant to the terms of this Declaration, to deposit securities
13 with and transfer title or securities on such terms as Trustee may
14 deem in the best interest of the trusts to any protective or other
15 committee established to further or defeat any such plan or
16 proceeding;

17 K. ENFORCEMENT ACTIONS

18 Enforce any mortgage, deed of trust, or pledge held by Trustee in
19 Trust pursuant to this Declaration and at any sale under any such
20 mortgage, deed of trust or pledge, to bid and purchase at the
21 expense of any trust provided for in this Declaration, any
22 property subject to such security instrument;

23 L. COMPROMISE CLAIMS

24 Compromise, submit to arbitration, release with or without
25 consideration and otherwise adjust any claims in favor of or
26 against any trust provided for in this Declaration;

1 M. DISTRIBUTE GIFTS

2 Distribute gifts of up to \$10,000 per year per donee out of
3 principal or interest or in any proportion of the two that the
4 Trustee, in his sole discretion, deems advisable; this power
5 extends ONLY to the Creators of this Trust and terminates with
6 their death.

7 N. INVEST IN BUSINESS

8 Invest in and guarantee a business, including sums necessary for
9 funding, any existing business engaged in by the Trust as well as
10 capitalizing new business ventures. The power to invest in a NEW
11 business venture shall extend only to the Creators of the Trust.

12 O. GENERAL POWER

13 Subject to any limitations expressly set forth in this Declaration
14 and faithful performance of Trustee's fiduciary obligations, to do
15 all such acts, take all such proceedings, and exercise all such
16 rights and privileges as could be done, taken or exercised by an
17 absolute owner of the trust property.

18 P. BORROW

19 The Trustee shall have the power to borrow money for any trust
20 purpose (including from the probate estate for the purpose of
21 paying taxes) on such terms and conditions as the Trustee may deem
22 proper from any person, firm or corporation. This includes the
23 power to borrow money on behalf of one trust from any other trust
24 provided for in this Declaration, and to obligate the trusts, or
25 any of them provided for in this Declaration to repay such
26 borrowed money.

1 Q. LOAN TO TRUST

2 The Trustee is authorized to loan or advance Trustee's own funds
3 for any Trust purpose, to any trust provided for in this
4 Declaration. At the time such loan or advance is made, the
5 Trustee may charge the Trust the same rate of interest the Trustee
6 would have charged had such loan or advance been made to a person
7 not connected with such trusts having a net worth equal to the
8 value of the principal of such trust. Any such loan or advance,
9 together with the interest accruing on such loan or advance, shall
10 be a first lien against the principal of the trust to which such
11 loan or advance is made. It shall be repaid from the income or
12 principal of such trust as the Trustee in his sole and absolute
13 discretion deems best for the interests of such trust and its
14 beneficiaries.

15 R. PURCHASE SECURITIES

16 The Trustee is authorized to purchase securities or other property
17 including stocks, mutual funds, bonds, margin accounts, options,
18 and commodities for the Trust Estate. The Trustee is also
19 authorized to purchase securities or other property from, and to
20 make loans and advancements to the Probate Estate with or without
21 security to the Executor or other representative of the Estate of
22 either Creator.

23 S. MANNER OF HOLDING TITLE

24 The Trustee may hold securities or other property held by Trustee
25 in trust pursuant to this Declaration in Trustee's name as Trustee
26 under this Declaration, in Trustee's own name without a

1 designation showing it to be Trustee under this Declaration, in
2 the name of Trustee's nominee, or the Trustee may hold such
3 securities unregistered in such condition that ownership will pay
4 by delivery. However, this right to hold title in other than the
5 name of the Trust shall terminate after the death of the Creators,
6 and the subsequent Trustee(s) shall immediately transfer all Trust
7 assets into the name of the Trust.

8 T. ALLOCATE INCOME AND EXPENSE

9 Except as otherwise specifically provided for in this Declaration,
10 the Trustee shall allocate to the income or principal of each
11 Trust provided for in this Declaration all receipts and
12 expenditures received or incurred by Trustee in administering
13 these Trusts. This will be in the manner provided by the Revised
14 Uniform Principal and Income Act in effect on the date of this
15 Declaration in the State of California.

16 U. BANKING POWERS

17 To engage in and perform all banking and related transactions,
18 including Certificates of Deposit, Savings Accounts, Checking
19 Accounts, Money Market Accounts and any and all other banking
20 functions.

21 V. CAPACITY TO ACT INDIVIDUALLY

22 Either Creator acting in their capacity as Trustee and acting
23 alone, may expressly perform the following actions:

- 24
- 25 1. Open, close, deposit in and draw from bank accounts,
26 savings and loan accounts, brokerage accounts and any and
27 all similar deposit, custodian, or safekeeping accounts.

- 1 2. Obtain, dispose of, hire and otherwise use any safe
- 2 deposit box or similar receptacle.
- 3 3. Receipt for money or other assets.
- 4 4. Borrow money or property and execute notes and any
- 5 documents securing any such borrowing.
- 6 5. Execute tax returns, reports and similar items, endorse
- 7 tax refund checks and perform any other act required of the
- 8 Trustee by any revenue law or procedure thereunder.
- 9 6. Endorse, assign, convey, deed, transfer, or otherwise
- 10 pass title to any and all real and/or personal property and
- 11 any and all interests therein.
- 12 7. Sue as claimant or plaintiff in any court or
- 13 administrative body and to execute any document or pleading
- 14 necessary or incidental to any such suit.
- 15 8. Defend the Trust, the Trustees and the beneficiaries in
- 16 any court or administrative body and execute any document or
- 17 pleading necessary or incidental to any such defense.
- 18 9. Buy, sell, lease, exchange and otherwise deal in and
- 19 with any and all property of every kind.
- 20 10. Pay out and/or distribute Trust assets.
- 21 The foregoing shall not enlarge or limit the powers and
- 22 rights of the Trustors as provided by California law
- 23 relating to community property contributed to the Trust
- 24 Estate.
- 25 11. Purchase securities or other property, including
- 26 stocks, mutual funds, bonds, margin accounts, options, and
- 27 commodities for the Trust Estate.

1 W. RETAIN CREATORS' RESIDENCE

2 After the death of the first Creator to die, the Trustee is
3 authorized to retain in any trust or trusts provided for in this
4 Declaration, any property occupied by the Creators as their
5 principal place of residence at the time of death of the first
6 Creator to die for the personal use of the Surviving Creator as
7 long as the Surviving Creator may desire to occupy such residence
8 property. During such retention, the Trustee shall pay from
9 either the income or principal of the trusts provided for in this
10 Declaration, as the Trustee may deem in the best interests of such
11 trusts and their beneficiaries, all taxes and assessments levied
12 or assessed against such property, plus all costs of keeping such
13 property properly insured, maintained and repaired. Surviving
14 Creator shall not be obligated for payment of rent. On written
15 request of the Surviving Creator, the Trustee may sell such
16 property and replace it with other property of comparable or
17 lower value, to be retained in trust in the same manner as the
18 replaced residence property, suitable in the Trustee's judgment as
19 a residence for the Surviving Creator.

20 X. RETAIN NON-INCOME PRODUCING PROPERTY

21 During the joint lives of the Creators, the Trustee is authorized
22 to retain in the trusts provided for in this Declaration for as
23 long as the Trustee may deem advisable and in the best interest of
24 such trusts, any property received by the Trustee from either or

1 both Creators, whether or not such property is of the character
2 permitted by law for the investment of Trust funds. After the
3 death of the first Creator to die, the Trustee may retain any such
4 property in the Trust provided for in this Declaration only so
5 long as such property is productive of income.

6 Y. DISTRIBUTION IN KIND OR CASH

7 On any division of the assets of the Trust Estate into shares or
8 partial shares and on any final or partial distribution of the
9 assets of the Trust Estate or any trust provided for in this
10 Declaration, the Trustee, in its sole and absolute discretion, may
11 divide and distribute such assets in kind, may divide or
12 distribute undivided interests of such assets, or may sell all or
13 any part of such assets, and make division or distribution in cash
14 or partly in cash and partly in kind. The decision of the
15 Trustee, either prior to or on any division or distribution of
16 such assets, as to what constitutes a proper division of such
17 assets of the Trust Estate or any trust provided for in this
18 Declaration shall be binding on all persons in any manner
19 interested in any trust provided for in this Declaration.
20

SECTION 4.02 - INCAPACITY

A. PROVISIONS DURING PERIOD OF INCAPACITY: During the joint lives of the Creators, should either Creator become incapacitated as defined below, the Trustee may, in the Trustee's sole and absolute discretion:

1. Pay the entire net income of the Trust Estate in monthly or other convenient installments to the remaining competent Creator, or

2. Apply such portion of the net income of the Trust Estate up to the whole thereof, for the benefit of the Creator so adjudged incompetent or unable to manage his or her own affairs.

3. Declare void and without effect, any attempt by the Creator to exercise the reserved rights of revocation, amendment, withdrawal of assets, control over Trustees, etc., unless a court of competent jurisdiction determines otherwise, or a Creator's disappearance constitutes incapacity. During any period of either Creator's incapacity, this Trust is irrevocable and unamendable. As Creators do not intend that any taxable gift be deemed made by reason of such irrevocability, it is expressly provided that Creators shall at all times have the power to appoint to any person, designated in any way in this agreement as a vested or contingent beneficiary, any and all assets contained in this Trust at

1 the time of Creator's death said power being exercisable,
2 however, only be specific reference to said power in
3 Creator's Will duly proved for probate.

4
5 B. INCAPACITY DEFINED

6
7 In the event and under the circumstances that any Trustee or any
8 beneficiary hereinunder comes into possession of any of the
9 following:

- 10
11 1) A court order, that such Trustee or beneficiary
12 considers jurisdictionally proper and currently
13 applicable, holding a person to be legally incapacitated
14 (unable to act in his or her own behalf) or appointing a
15 guardian to act for him or her, or
16 2) Duly executed, witnessed, acknowledged written
17 certificates of two licensed physicians, at least one of
18 which is then unrevoked. Each physician must be currently
19 certified by a recognized medical board. Each certificate
20 must verify that such physician has examined a person and
21 concluded that by reason of accident, mental
22 deterioration, or similar cause, such person had at the
23 date thereof, become incapacitated (unable to act
24 rationally and prudently in his or her own best interests
25 financially), or

1 3. Evidence the Trustee or beneficiary deems valid and
2 currently applicable as to a Creator's disappearance,
3 unaccountable absence, or detainment under duress where he
4 or she is unable to look after his or her own best
5 interests effectively and prudently.
6

7 Then, in that event and under those circumstances:

8 1. Such person shall be considered incapacitated as that
9 term is used in and for all purposes of this instrument,
10 and

11 2. Such incapacity shall be deemed continuous until or
12 unless such court order or certificates have been revoked
13 and/or circumstances have become inapplicable.
14

15 Any physician's certificate may be revoked by a similar
16 certificate to the effect that that person is no longer
17 incapacitated. It must be executed by either the original
18 certifying physician or by two other licensed, board certified
19 physicians. No Trustee shall be under any duty to institute any
20 inquiry into a person's possible incapacity, but the expense of
21 any such inquiry reasonably instituted may be paid from Trust
22 assets. Payment for said inquiry refers both to a reasonable
23 inquiry as to the incapacity of such individual, and to that
24 inquiry as to the revocation of such a certificate.
25

1 SECTION 4.03 - SIMULTANEOUS DEATH

2
3 Should both Creators die simultaneously or under any circumstances
4 rendering it difficult or impossible to determine which Creator
5 predeceased the other, each Creator shall, for the purpose of
6 disposing of his separate property be deemed to have predeceased
7 the other Creator.
8

9 SECTION 4.04 - COORDINATION WITH CREATORS' PROBATE ESTATE

10
11 A. At any time during the continuance of the original Trust
12 herein, and after either Creator's death, the Trustees may
13 distribute to the Deceased Creator's Probate Estate, as a
14 beneficiary of such Trust, cash and/or other property out of any
15 assets then held by such Trust. This excludes anything allocated
16 to the Survivor's Trust. It excludes anything restricted from
17 such a distribution by Paragraph C of this Section, including
18 anything classified as post-death trust income to whatever extent
19 such Trustees, in their sole and absolute discretion, deem
20 advisable in the best interest of the Creator's beneficiaries.

21 B. To relieve Creator's Probate Estate from the burden of
22 paying them, any estate, inheritance, succession, or other similar
23 death taxes which may be imposed as a result of Creator's death
24 (other than any generation skipping tax), as well as funeral, last
25 illness, and administration expenses, debts, and other proper

1 charges against Creator's Estate may at any time be paid out of
2 any assets then held by the original Trust herein. This excludes
3 anything allocated to the Survivor's Trust and excludes anything
4 restricted from such a distribution by Paragraph C below,
5 including anything classified as post-death trust income. To
6 whatever extent the Trustees of the original Trust herein, in
7 their sole and absolute discretion, deem advisable and generally
8 in the best interest of the Creator's beneficiaries, provided
9 however that such Trustees shall be required to:

10 (1) Redeem, in payment of Creator's Federal Estate Tax
11 (excluding deficiencies which the Trustees have no reason
12 whatsoever to expect might be assessed), or

13 (2) Transfer to Creator's Probate Estate for redemption
14 by it, all bonds issued by the United States Treasury
15 Department owned by the Trustees at the time of the death
16 of either Creator. These may be redeemed at their par
17 value plus accrued interest in payment of such taxes
18 insofar as bonds held by this and all other trusts
19 requiring such redemption exceed the total tax. Each
20 trust's redemption amount shall be reduced in proportion
21 to the face amount of such bonds held by each such trust.
22

23 The Trustees may rely on whatever evidence of the amount and
24 propriety of such taxes, expenses, and debts which they deem

1 expedient to pay or provide for as they reasonably judge
2 appropriate under the circumstances.

3
4 C. All other provisions hereof to the contrary notwithstanding,
5 under no circumstances shall any restricted proceeds, as
6 hereinafter defined, be either directly or indirectly (1)
7 distributed to or for the benefit of Creator's executors or
8 Creator's Probate Estate, or (2) used to pay any obligations of
9 Creator's Estate. The term "restricted proceeds" means:

10 (1) All qualified plans, individual retirement accounts,
11 or similar benefits which are received or receivable by
12 any Trustee herein which, if paid solely to a beneficiary
13 "other than the Executor" of the Creator's estate, would
14 be excluded from Creator's gross estate for Federal Estate
15 Tax purposes under Section 2039 of the Internal Revenue
16 Code in effect at Creator's death, and

17 (2) All proceeds of insurance on Creator's life which, if
18 paid to a beneficiary other than Creator's Estate, would
19 be exempt from inheritance or similar death taxes under
20 applicable state death tax laws.

21
22 However, the term "restricted proceeds" shall not include any
23 qualified plan or similar death benefits that would not in fact be
24 excluded from Creator's gross Estate under the applicable
25 subsection of Section 2039 even though such benefits were

1 to the Estate, or to one or more beneficiaries, there shall in no
2 event be any compensation readjustments or reimbursements between
-3 any of the trusts herein, any of the trust or estate accounts, or
4 beneficiaries because of the way the fiduciaries carried out this
5 direction.

6 SECTION 4.06 - PERIODIC ACCOUNTINGS

7
8 The Trustee shall periodically (at least annually) prepare and
9 deliver to each Creator and beneficiary mentioned in this
10 Declaration, a written accounting of the Trustee's administration
11 of the trusts herein provided for. Absent fraud or other
12 misrepresentation, a written approval of any such accounting
13 signed by any Creator or beneficiary shall constitute an absolute
14 release of the Trustee from any and all liability for any matters
15 stated in such accounting. Such approval and release shall be
-6 binding not only on the Creator or beneficiary who signed it but
17 also on the administrators, executors, successors and assigns of
18 such Creator or beneficiary.

19
20 SECTION 4.07 - SPENDTHRIFT PROVISION

21
22 Unless expressly provided for in this Declaration, no beneficiary
23 of any trust herein shall have any right, power or authority to
24 alienate, encumber, or hypothecate his or her interest in the
25 principal or income of such trust in any manner. No interest of
26 any beneficiary shall be subject to claims of his or her creditors
27 or liable to attachment, execution or other process of law.

1 SECTION 4.08 - ACCRUED INCOME ON TERMINATION OF BENEFICIAL
2 INTEREST

3
4 Whenever the right of any beneficiary to payments from the net
5 income or principal of any trust provided for in this Declaration
6 shall terminate because of death or other cause, any accrued net
7 income from such trust undistributed by the Trustee on the date of
8 such termination shall be held, administered, and distributed by
9 the Trustee in the same manner as if such income had accrued and
10 been received by the Trustee after the date such beneficiary's
11 right to receive payments from such trust terminated.
12

13 SECTION 4.09 - PERPETUITIES SAVINGS CLAUSE

14
15 The trusts created in this Agreement shall terminate upon the day
16 next preceding the expiration of twenty-one (21) years after the
17 death of the Creators and their issue now living, in the event
18 these trusts shall not have previously terminated in accordance
19 with the terms hereof. In the event of termination of these
20 trusts as provided for in this Paragraph, the Trustee shall
21 distribute the Trust Estate as it shall then be constituted,
22 together with any net income, to the beneficiaries then entitled
23 to the income from the Trust Estate in the same proportions in
24 which they are entitled to such income.
25

26 (END OF ARTICLE FOUR)

1 Second: Upon the death of either of the Creators, the Surviving
2 Creator shall serve as Trustee of the Survivor's Trust, and
3 CHARLES R. KEMNITZ AND JACK T. KEMNITZ shall serve as Co-Trustees
4 of the Family Trust, or the survivor of either of them as Trustee
5 of the Family Trust.

6
7 Third: At the death or incapacity of the Surviving Creator,
8 CHARLES R. KEMNITZ AND JACK T. KEMNITZ shall serve as Co-Trustees
9 of all Trusts created herein, or the survivor of either of them as
10 Trustee of all Trusts.

11
12 Fourth: A Trustee chosen by the majority of beneficiaries, with a
13 parent or legal guardian voting for minor beneficiaries; provided,
14 however, that the issue of any deceased child shall have
15 collectively only one vote.

16 SECTION 5.02 - SUCCESSOR TRUSTEE POWERS
17

18
19 Any successor Trustee taking office pursuant to Section 5.01 of
20 this Declaration shall immediately succeed to all title of the
21 prior Trustee. He shall have all the power, rights, discretions,
22 and obligations conferred on such Trustee by this Declaration as
23 herein limited.

1 SECTION 5.03 - TRUSTEE COMPENSATION
2

3 Trustees other than the Creators hereof shall be entitled to be
4 compensated for their reasonably necessary expenses as well as
5 reasonable compensation for their services not to exceed one (1)
6 percent of the Trust corpus per annum.
7

8 (END OF ARTICLE FIVE)

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A R T I C L E S I X

M I S C E L L A N E O U S P R O V I S I O N S

A R T I C L E S U M M A R Y

This Trust Article contains miscellaneous Trust provisions we believe are self explanatory. They are mostly the same from one trust to the next. For that reason, they have been drafted to be as simple and understandable as possible.

The only paragraph thought to require explanation in this Section concerns the idea of incontestability. It is possible that one or more beneficiaries can believe he should receive more than the amount or percentage of the Estate which is granted to him under the terms of this Declaration of Trust. Where this happens, the person seeking such disproportionate share must be certain of his or her position before challenging the terms herein. If the challenger is proven wrong and is not entitled to more than the portion stated herein, that contesting beneficiary will receive NONE of the amount he would otherwise have received. This Paragraph is included to discourage future litigation and associated expense which would be incurred by the Trust.

SECTION 6.01 - GOVERNING LAW

1
2
3 It is not intended that the laws of only one particular state
4 shall necessarily govern all questions pertaining to all of the
5 trusts herein. Rather:

6 A. The validity of each trust and its particular provisions
7 shall be governed by the laws of whatever state has sufficient
8 connection with such trust and whose laws will support such
9 validity.

10 B. The meaning and effect of the terms of this Declaration of
11 Trust and of any other Declaration of Trust related hereto, shall
12 be governed by the laws of the state in which the initial Trust
13 under that Declaration of Trust was created (California governs
14 this Declaration of Trust) and such other state as may be
15 designated in the governing instrument of any trust receiving an
16 appointment herein.

17 C. The administration of each trust herein shall be governed by
18 the laws of the state in which that trust is then being
19 administered (based on the location of the principal office of the
20 Trustee then having custody of that Trust's principal assets and
21 records). That state's courts shall have exclusive jurisdiction
22 over that administration of the Trust with respect to any period
23 during which it is thus being administered in that state. The
24 foregoing shall apply even though the situs of some trust assets
25 or the home of the Creator, a Trustee, or beneficiary may at some
26 time or times be elsewhere.

1 SECTION 6.02 - INVALIDITY OF ANY PROVISION

2
3 Should any provision of this Declaration be or become invalid or
4 unenforceable, the remaining provisions of this Declaration shall
5 be and continue to be fully effective.
6

7 SECTION 6.03 - INCONTESTABILITY

8
9 The beneficial provisions of this Declaration of Trust and the
10 Creator's Last Will and Testaments are intended to take priority
11 over any other rights, claims, or interests of any nature,
12 statutory or otherwise. This excludes bona fide pre-death debts
13 which any beneficiary herein may have against or in either
14 Creator's Estate and/or the properties in this Trust.
15 Accordingly, if any beneficiary herein asserts any claim (except a
16 legally enforceable debt), statutory election, other right or
17 interest against or in either Creator's Estate or Will or any
18 properties of this Trust, other than pursuant to the express terms
19 hereof or of said Will, directly or indirectly contests, disputes,
20 or calls into question before any court, the validity of this
21 Declaration of Trust or of said Will or the validity of any
22 provisions of this Declaration of Trust or of said Will, then;

23 A. Such beneficiary shall thereby absolutely forfeit any and
24 all beneficial interests of whatsoever kind and nature which such
25 beneficiary might otherwise have under this Declaration of Trust.
26 The interests of the other beneficiaries herein shall then be
27 appropriately and proportionately increased and/or advanced.

1 B. All of the provisions of this Declaration of Trust, to the
2 extent that they confer any benefits, powers, Or rights whatsoever
3 upon such claiming, electing, or contesting beneficiary, shall
4 thereupon become absolutely void and revoked.

5 C. If then acting as a Trustee, such claiming, electing, or
6 contesting beneficiary shall automatically cease to be a Trustee.
7 He shall thereafter be ineligible to select, remove, or become a
8 Trustee.

9 The foregoing shall not be construed so as to limit the appearance
10 of any beneficiary as a witness in any proceeding involving this
11 Declaration of Trust or said Will or in any capacity in any
12 proceeding solely for the construction of either of said
13 documents.

14
15 (END OF ARTICLE SIX)
16

1 WE, AND EACH OF US , CERTIFY THAT:

2 1. As the Creators, we , and each of us, approve such Declaration
3 of Trust in all particulars.

4 2. The foregoing Declaration of Trust correctly states the terms
5 and conditions under which the Trust Estate is to be held,
6 managed, administered and disposed of by the Trustee(s).

7 3. As the Trustees named in this Declaration of Trust, we, and
8 each of us, approve and accept the trusts provided for in this
9 Declaration.

10 4. This Declaration of Trust may be executed in duplicate or
11 triplicate, one or two copies of which shall be with Creators and
12 an additional copy may be held by our Attorney, Robert E. Hales,
13 of Orange County, California. Any of the original copies will be
14 legal and enforceable.

15 EXECUTED ON MAY 30, 1989 , AT SAN CLEMENTE, CALIFORNIA.

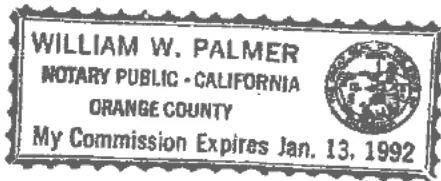
16 BY: [Signature] CREATOR Blanche E. Kemnitz GREAT
17 ROBERT F. KEMNITZ BLANCHE E. KEMNITZ

18 BY: [Signature] TRUSTEE Blanche E. Kemnitz TRUSTE
19 ROBERT F. KEMNITZ BLANCHE E. KEMNITZ

20 STATE OF CALIFORNIA)
21 COUNTY OF ORANGE)ss

22 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE,
23 personally appeared ROBERT F. KEMNITZ AND BLANCHE E. KEMNITZ,
24 known to me to be the persons whose names are subscribed to the
25 within instrument and acknowledged to me that they executed on MAY
26 30, 1989, at SAN CLEMENTE, California.

27 WITNESS my hand and official seal William W. Palmer



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

To: Jon Christensen, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 215 ITEM 1083 Parcel Identification Number: 350213016

Assessee: KEMNITZ ROBERT ESTATE OF

Situs:

Date Sold: May 5, 2020

Date Deed to Purchaser Recorded: July 15, 2020

Final Date to Submit Claim: July 15, 2021

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 1890.64 from the sale of the above mentioned real property. I/We were the [] lienholder(s), [X] 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 2013-0408/00 ; recorded on 7/30/13 . 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.

Quick Claim deed and Grant Deed / Charles Kemnitz is the son of Robert and Blanche Kemnitz . Alisa Kemnitz is the wife of Charles . Charles brother Jack Kemnitz is deceased . Charles is the sole surviving heir with his wife Alisa .
Death Certificates
Will / Trust

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 June , 2021 at Orange, California
County, State

Alisa Kemnitz
Signature of Claimant

Alisa Kemnitz
Print Name

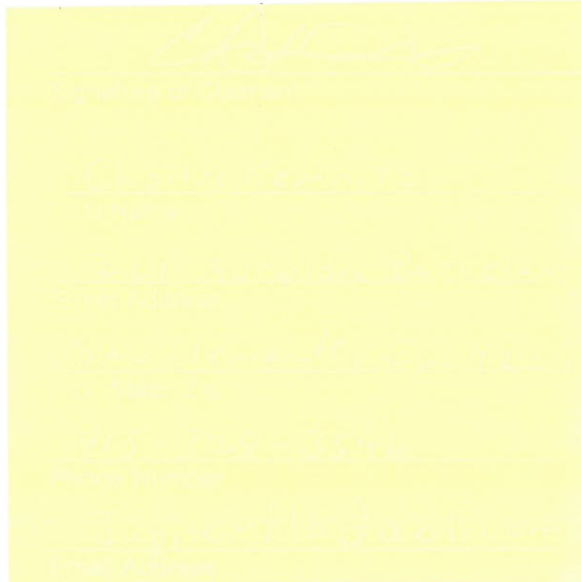
221 Avenida Barcelona
Street Address

San Clemente, Ca. 92672
City, State, Zip

415-328-3596
Phone Number

aliskemnitz@gmail.com
Email Address

RECEIVED
2021 JUN 17 PM 4:49
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR



RECORDING REQUESTED BY

CHICAGO TITLE INSURANCE COMPANY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME: Mr. and Mrs. Robert Kemnitz
ADDRESS: 221 Barcelona
CITY & STATE: San Clemente, Ca. 92672

Title Order No. Escrow No.

RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.
AT REQUEST OF
CHICAGO TITLE INS. CO.

OCT 18 1990

Records in Orange County
of Riverside County, California
W. J. Kelly, Recorder
FCS 8

61

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

The undersigned declares that the documentary transfer tax is 1.0 MIL INTERRAMILY ONLY and is
 computed on the full value of the interest or property conveyed, or is
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in
 unincorporated area city of _____ and

A 34528

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

JACK T. KEMNITZ, a single man

do hereby remise, release and forever quitclaim to

ROBERT KEMNITZ and BLANCHE E. KEMNITZ, husband and wife

the following described real property in the _____ county of Riverside
state of California:

Lot 42 in Block C, Lake Elsinore Lodge, recorded in Map Book 12, page 27 of Map, records of Riverside County, California.

Chicago Title Insurance Company has recorded this instrument by reference to an escrow agreement of the escrow agent or agents for recording and authority of said instrument in relation to any real property that may be described hereon.

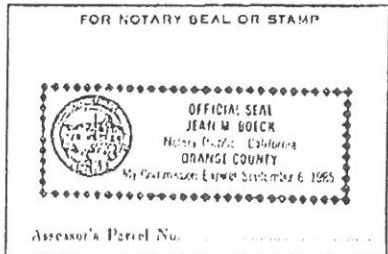
Dated October 29, 1984

Jack T. Kemnitz
Jack T. Kemnitz

STATE OF CALIFORNIA)
COUNTY OF Orange) SS.
On October 29, 1984 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jack T. Kemnitz

to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

Jean M. Boeck
Signature of Notary



Assessor's Parcel No. _____

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE. IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name _____ Street Address _____ City & State _____

L 11-A (GB) (Rev. 6-75) (8 pt.)

10-18-1990

OCT 18 1990