

When recorded mail to:

Kenneth C. Vigen  
3346 Sunnyside Drive  
Riverside, California 92506

**2019-0171427**

05/16/2019 11:31 AM

\*\*\*Customer Copy Label\*\*\*

The paper to which this label is affixed  
has not been compared with the  
filed/recorded document

Peter Aldana  
County Of Riverside  
Assessor-County Clerk-Recorder

FOR RECORDER'S OFFICE USE ONLY

**NOTE TO COUNTY RECORDER:  
DO NOT ACCEPT FOR RECORDING IF AN ADDITIONAL COVER SHEET IS ATTACHED.**

Project: Riverside Ave. Grade Separation  
Por. APN: 225-181-004  
Address: 3350 Sunnyside Drive

**DX -**

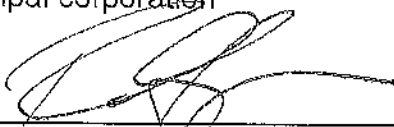
1822

**QUITCLAIM DEED**

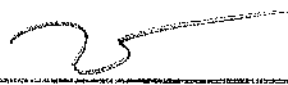
FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF RIVERSIDE, a California charter city and municipal corporation, does hereby remise, release, and forever quitclaim to **Kenneth C. Vigen, sole surviving Trustee of the Family Trust of Kenneth C. Vigen and Patricia M. Vigen dated June 27, 2003**, the real property located in the City of Riverside, County of Riverside, State of California as described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference.

Dated May 8, 2019

CITY OF RIVERSIDE, a California charter city and municipal corporation

By   
-Al Zelinka, FAIGP, City Manager-  
Rafael Guzman, Assistant City Manager

Approved as to Form:

By:   
**Lauren M. Sanchez**  
Deputy City Attorney

Attest   
Colleen J. Nicol, City Clerk

ACKNOWLEDGMENT

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 Riverside } ss

On May 8, 2019, before me, Lorena Verdusco, Notary Public,  
notary public, personally appeared, Rafael Guzman and Colleen J. Nicolo

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.

Lorena Verdusco  
Notary Signature



**EXHIBIT "A"**

Por. APN: 225-181-004

That certain real property in the City of Riverside, County of Riverside, State of California described as follows:

The Westerly 2.00 feet of Lot 3 of Tract 2791 on file in Book 48 of Maps at Pages 63 and 64 thereof, Records of Riverside County, California;

**RESERVING THEREFROM** an easement for ingress, egress and electric energy distribution and telecommunication facilities over the Northerly 10.00 feet of the Westerly 2.00 feet of said Lot 3.

The above described parcel of land contains 278 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

*Curtis C. Stephens* *2/14/19* Prep. *EV*  
Curtis C. Stephens, L.S. 7519 Date



# HARMONY DALE TRACT UNIT NO. 3

M.B. 32/11

10' P.U.E. per M.B.  
48/63-64 & Esmt.  
rec. 2/5/60 in B.  
2629, P. 520 et seq.,  
O. R. Riv. Co. Ca.

TRACT  
2791  
M.B. 48/63-64

Reserving an easement  
for ingress, egress,  
electric energy  
distribution &  
telecommunication  
facilities.

QUITCLAIM  
AREA  
278 SQ./FT.

1

2

3

Quitclaim Deed to the  
Family Trust of Kenneth  
C. Vigen and Patricia M.  
Vigen dated 6/27/03,  
rec. 7/22/03, as Doc.  
No. 544182, O.R. Riv.  
Co., Ca.

Parcel conveyed to City  
of Riverside by Deed,  
rec. 7/19/12, as Doc.  
No. 339019, O.R. Riv.  
Co., Ca.

N00°02'13"W

LOT "A"

☪ SUNNYSIDE DRIVE

N89°26'30"E

TO RIVERSIDE  
AVENUE

☪ MONO  
DRIVE

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE  
ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=30'

DRAWN BY: EV DATE: 4/17/13

SUBJECT: RIVERSIDE AVE. GRADE SEPARATION LLA

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Kenneth C. Vigen  
3346 Sunnyside Drive  
Riverside, CA 92506

Space above this line for recorder's use only

*Quitclaim Deed*

Title of Document

TRA: \_\_\_\_\_

DTT: \_\_\_\_\_

**Exemption reason declared pursuant to Government Code 27388.1**

- This document is a transfer that is subject to the imposition of documentary transfer tax.
- This is a document recorded in connection with a transfer that is subject to the imposition of documentary transfer tax.  
Document reference: \_\_\_\_\_
- This document is a transfer of real property that is a residential dwelling to an owner-occupier.
- This is a document recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.  
Document reference: \_\_\_\_\_

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



PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

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

Website: [www.riversideacr.com](http://www.riversideacr.com)

DOCUMENTARY TRANSFER TAX AFFIDAVIT

WARNING

ANY PERSON WHO MAKES ANY MATERIAL MISREPRESENTATION OF FACT FOR THE PURPOSE OF AVOIDING ALL OR ANY PART OF THE DOCUMENTARY TRANSFER TAX IS GUILTY OF A MISDEMEANOR UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE AND IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

ASSESSOR'S PARCEL NO. 225-181-004 I declare that the documentary transfer tax for this  
Property Address: 3350 Sunnyside Drive transaction is: \$ 0

If this transaction is exempt from Documentary Transfer Tax, the reason must be identified below.

I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE: (The Sections listed below are taken from the Revenue and Taxation Code with the exception of items 9 and 10 which are taken from Riverside County Ordinance 516). Please check one or explain in "Other".

1.  Section 11911. The consideration or value of the property, exclusive of any liens and encumbrances is \$100.00 or less and there is no additional consideration received by the grantor.
2.  Section 11911. The conveyance transfers to a revocable living trust by the grantor or from a revocable living trust to a beneficiary.
3.  Section 11921. The conveyance was given to secure a debt.
4.  Section 11922. The conveyance is to a governmental entity or political subdivision.
5.  Section 11925. The transfer is between individuals and a legal entity or partnership, or between legal entities and does not change the proportional interests held.
6.  Section 11926. The conveyance is to a grantee who is the foreclosing beneficiary and the consideration paid by the foreclosing beneficiary does not exceed the unpaid debt.
7.  Section 11927. The conveyance relates to a dissolution of marriage or legal separation.  
(A spouse must sign a written recital in order to claim this exemption. This form may be used for that purpose.)
8.  Section 11930. The conveyance is an *inter vivos* gift\* or a transfer by death.  
\*Please be aware that information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.
9.  Section 8. The easement is not perpetual, permanent, or for life.
10.  Section 9. The document is a lease for a term of less than (35) years (including written options.)
11.  Other (Include explanation and legal authority) \_\_\_\_\_

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 10th day of May, 2019 at Riverside CA  
City State

Signature of Affiant  
[Signature]  
Name of Firm (if applicable)  
City of Riverside

Printed Name of Affiant  
David Welch  
Address of Affiant (including City, State, and Zip Code)  
3900 Main St Riverside, CA  
951-826-5341 92502  
Telephone Number of Affiant (including area code)

This form is subject to the California Public Records Act (Government Code 6250 et. seq.)

For Recorder's Use:

Affix PCOR Label Here

When recorded mail to:

Kenneth C. Vigen  
3346 Sunnyside Drive  
Riverside, California 92506

**2019-0171428**

05/16/2019 11:31 AM

**\*\*\*Customer Copy Label\*\*\***

The paper to which this label is affixed  
has not been compared with the  
filed/recorded document

Peter Aldana  
County Of Riverside  
Assessor-County Clerk-Recorder

---

FOR RECORDER'S OFFICE USE ONLY

Project: P13-0961  
APN: 225-181-003 &  
Por. APN: 225-181-004  
Address: 3346 Sunnyside Drive

## GRANT DEED

**Kenneth C. Vigen, sole surviving Trustee of the Family Trust of Kenneth C. Vigen and Patricia M. Vigen dated June 27, 2003** as Grantor(s), FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby grant to **Kenneth C. Vigen, sole surviving Trustee of the Family Trust of Kenneth C. Vigen and Patricia M. Vigen dated June 27, 2003** , as Grantee(s), their successors and assigns, the real property as described in **Exhibit "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

Dated 5-10-19

Kenneth C. Vigen, sole surviving Trustee  
of the Family Trust of Kenneth C. Vigen and  
Patricia M. Vigen dated June 27, 2003

By: Kenneth C. Vigen  
Kenneth C. Vigen, Trustee

**ACKNOWLEDGMENT**

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 Riverside } ss

On May 10, 2019, before me, Patricia V. Villa,  
notary public, personally appeared, Kenneth C. Vigen

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.

[Signature]  
Notary Signature

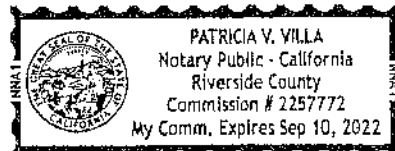




EXHIBIT "A"

P13-0961  
APN: 225-181-003 &  
Por. APN: 225-181-004

That certain real property in the City of Riverside, County of Riverside, State of California described as follows:

**Parcel 1**

Lot 2 of Tract 2791 on file in Book 48 of Maps at Pages 63 and 64 thereof, Records of Riverside County, California, together with the Westerly 2.00 feet of Lot 3 of said Tract 2791.

**SUBJECT TO** an easement for ingress, egress and electric energy distribution and telecommunication facilities over the Northerly 10.00 feet of the Westerly 2.00 feet of said Lot 3.

The above described parcel of land contains 9,323 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

*Curtis C. Stephens*      *2/14/19*      Prep. *EV*  
Curtis C. Stephens, L.S. 7519      Date



30' TO TIPPERARY WAY

☉ TRINITY COURT

30'

**HARMONY-DALE TRACT**  
**UNIT NO. 3**  
M.B. 32/11

229

228

Parcel conveyed to City of Riverside by Deed, rec. 7/14/11, as Doc. No. 308821, O.R. Riv. Co., Ca.

227

226

10' P.U.E. per M.B. 32/11

10' P.U.E. per M.B. 48/63-64 & Esmt. rec. 2/5/60 in B. 2629, P. 520 et seq., O. R. Riv. Co. Ca.

**TRACT 2791**  
M.B. 48/63-64  
**PARCEL 1**

9,323 SQ./FT.

Subject to an easement for ingress, egress, electric energy distribution & telecommunication facilities.

Parcel conveyed to City of Riverside by Deed, rec. 7/19/12, as Doc. No. 339019, O.R. Riv. Co., Ca.

Quitclaim Deed to the Family Trust of Kenneth C. Vigen and Patricia M. Vigen dated 6/27/03, rec. 7/22/03, as Doc. No. 544182, O.R. Riv. Co., Ca.

DELETED LOT LINE 2'  
139.15'  
ADJUSTED LOT LINE  
10'  
2'

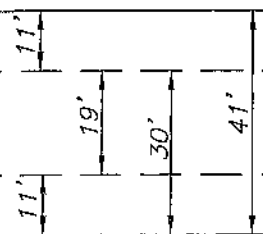


1

2

3

4



LOT "A"

☉ SUNNYSIDE DRIVE

TO RIVERSIDE AVE.

☉ MONO DRIVE

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: N.T.S. DRAWN BY: EV DATE: 11/25/13 SUBJECT: RIVERSIDE AVE. GRADE SEPARATION LLA

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Kenneth C. Vigeo  
3346 Sunnyside Dr.  
Riverside, CA.  
92506

Space above this line for recorder's use only

Grant Deed  
Title of Document

TRA: \_\_\_\_\_

DTT: \_\_\_\_\_

**Exemption reason declared pursuant to Government Code 27388.1**

- This document is a transfer that is subject to the imposition of documentary transfer tax.
- This is a document recorded in connection with a transfer that is subject to the imposition of documentary transfer tax.  
Document reference: Concurrently Herein
- This document is a transfer of real property that is a residential dwelling to an owner-occupier.
- This is a document recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.  
Document reference: \_\_\_\_\_

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



PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

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

Website: [www.riversideneer.com](http://www.riversideneer.com)

DOCUMENTARY TRANSFER TAX AFFIDAVIT

WARNING

ANY PERSON WHO MAKES ANY MATERIAL MISREPRESENTATION OF FACT FOR THE PURPOSE OF AVOIDING ALL OR ANY PART OF THE DOCUMENTARY TRANSFER TAX IS GUILTY OF A MISDEMEANOR UNDER SECTION 3 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE AND IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

ASSESSOR'S PARCEL NO. 285-181-023 I declare that the documentary transfer tax for this  
Property Address: 3346 Sunnyside Drive transaction is: \$ 0

If this transaction is exempt from Documentary Transfer Tax, the reason must be identified below.

I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE: (The Sections listed below are taken from the Revenue and Taxation Code with the exception of items 9 and 10 which are taken from Riverside County Ordinance 516). Please check one or explain in "Other".

1.  Section 11911. The consideration or value of the property, exclusive of any liens and encumbrances is \$100.00 or less and there is no additional consideration received by the grantor.
2.  Section 11911. The conveyance transfers to a revocable living trust by the grantor or from a revocable living trust to a beneficiary.
3.  Section 11921. The conveyance was given to secure a debt.
4.  Section 11922. The conveyance is to a governmental entity or political subdivision.
5.  Section 11925. The transfer is between individuals and a legal entity or partnership, or between legal entities and does not change the proportional interests held.
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7.  Section 11927. The conveyance relates to a dissolution of marriage or legal separation.  
(A spouse must sign a written recital in order to claim this exemption. This form may be used for that purpose.)
8.  Section 11930. The conveyance is an *inter vivos* gift\* or a transfer by death.  
\*Please be aware that information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.
9.  Section 8. The easement is not perpetual, permanent, or for life.
10.  Section 9. The document is a lease for a term of less than (35) years (including written options.)
11.  Other (Include explanation and legal authority) X

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 14th day of May, 2019 at Riverside CA  
 Signature of Affiant [Signature] Printed Name of Affiant David Welch  
 Name of Firm (if applicable) City of Riverside Address of Affiant (including City, State, and Zip Code) 3900 Main St., Riverside, CA  
 Telephone Number of Affiant (including area code) 951-826-5341 90572

This form is subject to the California Public Records Act (Government Code 6250 et. seq.)

For Recorder's Use:

Affix PCOR Label Here

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

**2019-0171429**

05/16/2019 11:31 AM Fee: \$ 26.00

Page 1 of 5

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



AND WHEN RECORDED MAIL TO:

*City of Riverside  
Public Works Dept.  
3900 Main St.  
Riverside, CA 92502*

Space above this line for recorder's use only

110

*Certificate of Compliance For Lot Merger*  
Title of Document

TRA: \_\_\_\_\_

DTT: \_\_\_\_\_

**Exemption reason declared pursuant to Government Code 27388.1**

- This document is a transfer that is subject to the imposition of documentary transfer tax.
- This is a document recorded in connection with a transfer that is subject to the imposition of documentary transfer tax.  
Document reference: *Concurrently Herein*
- This document is a transfer of real property that is a residential dwelling to an owner-occupier.
- This is a document recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.  
Document reference: \_\_\_\_\_

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

Recording requested by:

DOCUMENTARY TRANSFER TAX = \$0.00  
NO CONSIDERATION

And when recorded, mail to:

SURVEYOR  
City of Riverside  
Public Works Department  
3900 Main Street  
Riverside, California 92522

FOR RECORDER'S OFFICE USE ONLY

Project: P13-0961  
APN: 225-181-003 &  
Por. APN: 225-181-004  
Address: 3346 Sunnyside Drive

**LL-P13-0961  
PARCEL 1**

CITY OF RIVERSIDE  
CERTIFICATE OF COMPLIANCE  
FOR LOT MERGER

Property Owner(s): **Kenneth C. Vigen, sole surviving Trustee of the Family Trust of  
Kenneth C. Vigen and Patricia M. Vigen dated June 27, 2003**

Pursuant to Section 66412 of the Government Code of the State of California and Section 18.100 of the Riverside Municipal Code, a Certificate of Compliance for Lot Merger is hereby issued creating the **ONE (1)** parcel(s) of real property located in the City of Riverside, County of Riverside, State of California, as described in **Exhibit "A"** attached hereto and incorporated herein by this reference, and which parcel(s) complies with the California Subdivision Map Act and Title 18 of the Riverside Municipal Code.

**THE ISSUANCE OF THIS CERTIFICATE OF COMPLIANCE DOES NOT SUPERSEDE,  
MODIFY OR AFFECT ANY REQUIREMENTS OF THE BUILDING OR ZONING  
REGULATIONS OF THE CITY OF RIVERSIDE.**

**CITY APPROVAL:**

CITY OF RIVERSIDE  
PUBLIC WORKS – SURVEY DIVISION

Curtis C. Stephens, L.S. 7519  
City Surveyor



By: *Curtis C. Stephens* 3/27/19  
Curtis C. Stephens, L.S. 7519      Date

**ACKNOWLEDGMENT**

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 RIVERSIDE } ss

On MARCH 27, 2019, before me, Sheryn Lee Smay,  
notary public, personally appeared, Curtis C. Stephens

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.

*Sheryn Lee Smay*  
Notary Signature



**EXHIBIT "A"**

P13-0961  
APN: 225-181-003 &  
Por. APN: 225-181-004

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**Parcel 1**

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The above described parcel of land contains 9,323 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 2/14/14 Prep. EV  
Curtis C. Stephens, L.S. 7519 Date





TO TIPPERARY WAY

☉ TRINITY COURT

**HARMONY-DALE TRACT  
UNIT NO. 3**

M.B. 32/11

229

228

Parcel conveyed to  
City of Riverside by  
Deed, rec. 7/14/11,  
as Doc. No. 308821,  
O.R. Riv. Co., Ca.

227

226

10' P.U.E. per  
M.B. 32/11

10' P.U.E. per M.B.  
48/63-64 & Esmt.  
rec. 2/5/60 in B.  
2629, P. 520 et  
seq., O. R. Riv. Co.  
Ca.

**TRACT  
2791**

M.B. 48/63-64

**PARCEL 1**

9,323 SQ./FT.

Subject to an  
easement for  
ingress, egress,  
electric energy  
distribution &  
telecommunication  
facilities.

Parcel conveyed to  
City of Riverside by  
Deed, rec. 7/19/12,  
as Doc. No. 339019,  
O.R. Riv. Co., Ca.

Quitclaim Deed to  
the Family Trust of  
Kenneth C. Vigen  
and Patricia M. Vigen  
dated 6/27/03, rec.  
7/22/03, as Doc.  
No. 544182, O.R.  
Riv. Co., Ca.



1

2

3

4

DELETED LOT LINE 2'  
139.15'

ADJUSTED LOT LINE  
10'

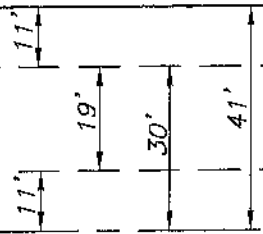
2'

LOT "A"

☉ SUNNYSIDE DRIVE

TO RIVERSIDE AVE.

☉ MONO DRIVE



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE  
ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

**SHEET 1 OF 1**

SCALE: N.T.S.

DRAWN BY: EV DATE: 11/25/13

SUBJECT: RIVERSIDE AVE. GRADE SEPARATION LLA

When recorded mail to:

Kenneth C. Vigen  
3346 Sunnyside Drive  
Riverside, California 92506

FOR RECORDER'S OFFICE USE ONLY

**NOTE TO COUNTY RECORDER:  
DO NOT ACCEPT FOR RECORDING IF AN ADDITIONAL COVER SHEET IS ATTACHED.**

Project: Riverside Ave. Grade Separation  
Por. APN: 225-181-004  
Address: 3350 Sunnyside Drive

**DX -**


1822

**QUITCLAIM DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF RIVERSIDE, a California charter city and municipal corporation, does hereby remise, release, and forever quitclaim to **Kenneth C. Vigen, sole surviving Trustee of the Family Trust of Kenneth C. Vigen and Patricia M. Vigen dated June 27, 2003**, the real property located in the City of Riverside, County of Riverside, State of California as described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference.

Dated May 8, 2019

CITY OF RIVERSIDE, a California charter city and municipal corporation

By   
-Al Zelinka, FAICP, City Manager-  
Rafael Guzman, Assistant City Manager

Approved as to Form:

By:   
**Lauren M. Sanchez**  
Deputy City Attorney

Attest   
Colleen J. Nicol, City Clerk

**ACKNOWLEDGMENT**

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 Riverside } ss

On May 8, 2019, before me, Lorena Verdusco, Notary Public,  
notary public, personally appeared, Rafael Guzman and Colleen J. Nicol

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.

Lorena Verdusco  
Notary Signature



**EXHIBIT "A"**

Por. APN: 225-181-004




That certain real property in the City of Riverside, County of Riverside, State of California described as follows:

The Westerly 2.00 feet of Lot 3 of Tract 2791 on file in Book 48 of Maps at Pages 63 and 64 thereof, Records of Riverside County, California;

**RESERVING THEREFROM** an easement for ingress, egress and electric energy distribution and telecommunication facilities over the Northerly 10.00 feet of the Westerly 2.00 feet of said Lot 3.

The above described parcel of land contains 278 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

  Prep.   
Curtis C. Stephens, L.S. 7519 Date



# HARMONY DALE TRACT UNIT NO. 3

M.B. 32/11

10' P.U.E. per M.B.  
48/63-64 & Esmt.  
rec. 2/5/60 in B.  
2629, P. 520 et seq.,  
O. R. Riv. Co. Ca.

Reserving an easement  
for ingress, egress,  
electric energy  
distribution &  
telecommunication  
facilities.

TRACT  
2791  
M.B. 48/63-64

**QUITCLAIM  
AREA**  
278 SQ./FT.

1

2

3

Quitclaim Deed to the  
Family Trust of Kenneth  
C. Vigen and Patricia M.  
Vigen dated 6/27/03,  
rec. 7/22/03, as Doc.  
No. 544182, O.R. Riv.  
Co., Ca.

Parcel conveyed to City  
of Riverside by Deed,  
rec. 7/19/12, as Doc.  
No. 339019, O.R. Riv.  
Co., Ca.

N00°02'13"W

2'

139.15'

2'

10'

LOT "A"

☉ SUNNYSIDE DRIVE

N89°26'30"E

☉ MONO  
DRIVE

TO RIVERSIDE  
AVENUE

11'

19'

30'

41'

11'



● CITY OF RIVERSIDE, CALIFORNIA ●

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE  
ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

**SHEET 1 OF 1**

SCALE: 1"=30'

DRAWN BY: EV DATE: 4/17/13

SUBJECT: RIVERSIDE AVE. GRADE SEPARATION LLA

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

**COUNTY OF RIVERSIDE**  
**RIVERSIDE, CALIFORNIA**

3052019036879

**CERTIFICATE OF DEATH**

3201933002323

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given) <b>PATRICIA</b>		2. MIDDLE <b>MAE</b>	
3. LAST (Family) <b>VIGEN</b>		4. DATE OF BIRTH, mm/dd/ccyy <b>09/18/1938</b>	
5. AGE Yrs. Months Days <b>80</b>		6. SEX <b>F</b>	
7. BIRTH STATE/FOREIGN COUNTRY <b>CA</b>		8. SOCIAL SECURITY NUMBER <b>557-48-2281</b>	
9. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK		10. MARITAL STATUS/SRCP (at Time of Death) <b>MARRIED</b>	
11. EDUCATION - Highest Level/Degree (see worksheet on back) <b>BACHELOR</b>		12. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) <input checked="" type="checkbox"/> <b>WHITE</b>	
13. USUAL OCCUPATION - Type of Work for most of life. DO NOT USE RETIRED <b>OFFICE MANAGER</b>		14. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, retail construction, employment agency, etc.) <b>PHYSICAL THERAPY</b>	
15. YEARS IN OCCUPATION <b>20</b>		16. DECEDENT'S RESIDENCE (Street and number, or location) <b>3346 SUNNYSIDE DR</b>	
17. CITY <b>RIVERSIDE</b>		18. COUNTY/PROVINCE <b>RIVERSIDE</b>	
19. ZIP CODE <b>92506</b>		20. YEARS IN COUNTY <b>50</b>	
21. STATE/FOREIGN COUNTRY <b>CA</b>		22. INFORMANT'S NAME, RELATIONSHIP <b>KENNETH C. VIGEN, HUSBAND</b>	
23. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip) <b>3346 SUNNYSIDE DR, RIVERSIDE, CA 92506</b>		24. NAME OF SURVIVING SPOUSE/SRCP - FIRST <b>KENNETH</b>	
25. MIDDLE <b>CLARENCE</b>		26. LAST (BIRTH NAME) <b>VIGEN</b>	
27. NAME OF FATHER/PARENT - FIRST <b>GORDON</b>		28. MIDDLE <b>ELDRIDGE</b>	
29. LAST <b>MARSHALL</b>		30. BIRTH STATE <b>MO</b>	
31. NAME OF MOTHER/PARENT - FIRST <b>DOROTHEA</b>		32. MIDDLE <b>MAE</b>	
33. LAST (BIRTH NAME) <b>KITLEY</b>		34. BIRTH STATE <b>CA</b>	
35. DISPOSITION DATE mm/dd/ccyy <b>02/25/2019</b>		36. PLACE OF FINAL DISPOSITION <b>RES: KENNETH C. VIGEN 3346 SUNNYSIDE DR, RIVERSIDE, CA 92506</b>	
37. TYPE OF DISPOSITION <b>CR/RES</b>		38. SIGNATURE OF EMBALMER <b>NOT EMBALMED</b>	
39. LICENSE NUMBER <b>FD1804</b>		40. SIGNATURE OF LOCAL REGISTRAR <b>CAMERON KAISER, MD.</b>	
41. DATE mm/dd/ccyy <b>02/25/2019</b>		42. IF OTHER THAN HOSPITAL, SPECIFY ONE: <input type="checkbox"/> P <input type="checkbox"/> ERVOP <input type="checkbox"/> DOA <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/LTC <input checked="" type="checkbox"/> Decedent's Home <input type="checkbox"/> Other	
101. PLACE OF DEATH <b>RESIDENCE</b>		102. IF HOSPITAL, SPECIFY ONE	
103. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) <b>3346 SUNNYSIDE DR</b>		104. CITY <b>RIVERSIDE</b>	
105. CAUSE OF DEATH Enter the chain of events, i.e., diseases, injuries, or complications that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventilator failure without showing the etiology. DO NOT ABBREVIATE. <b>A. CARDIORESPIRATORY FAILURE</b> <b>B. CORONARY ARTERY DISEASE</b> <b>C. AORTIC STENOSIS</b>		106. DEATH REPORTED TO CORONER (Time Interval Between Onset and Death) <b>MINS</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
107. IMMEDIATE CAUSE (Final disease or condition resulting in death)		108. DEATH REPORTED TO CORONER (Time Interval Between Onset and Death)	
108. UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST		109. BIOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
109. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 <b>AORTIC STENOSIS</b>		110. AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
110. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 110? (If yes, list type of operation and date.) <b>NO</b>		111. USED IN DETERMINING CAUSE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
111. 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 _____		112. SIGNATURE AND TITLE OF CERTIFIER <b>JEAN-CLAUDE HAGE M.D.</b>	
112. 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>		113. LICENSE NUMBER <b>G77308</b>	
113. DATE mm/dd/ccyy <b>01/73/2019</b>		114. DATE mm/dd/ccyy <b>02/23/2019</b>	
114. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH: <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		115. INJURED AT WORK? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
116. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		117. INJURY DATE mm/dd/ccyy	
118. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)		118. HOUR (24 Hours)	
119. LOCATION OF INJURY (Street and number, or location, and city, and zip)		119. SIGNATURE OF CORONER / DEPUTY CORONER	
120. SIGNATURE OF CORONER / DEPUTY CORONER		120. DATE mm/dd/ccyy	
121. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER		121. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	



**CERTIFIED COPY OF VITAL RECORD**

STATE OF CALIFORNIA }  
 COUNTY OF RIVERSIDE }  
 This is a true and exact reproduction of the document officially registered and placed on file by the Riverside University Health System, Department of Public Health.

DATE ISSUED **Mar 5, 2019**

Dr. Cameron Kaiser, M.D., County Health Officer  
 RIVERSIDE COUNTY, CALIFORNIA

This copy is not valid unless prepared on an engraved border, displaying the date, seal, and signature of the Registrar.  
 PNBC (Rev) 0518

\*001683305\*

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

# OFFICIAL CERTIFICATION OF TRUST

PURSUANT TO PROBATE CODE 18100.5

**NOTICE TO PERSON OR ORGANIZATION TO WHOM THIS CERTIFICATION IS PRESENTED**  
THIS FORM IS AN OFFICIAL FORM AUTHORIZED AND PROTECTED BY STATE LAW.  
FAILURE TO ACCEPT THIS FORM CAN RESULT IN PENALTIES AND DAMAGES.  
YOU MAY RELY ON THIS FORM WITHOUT FURTHER PROOF OF AUTHORITY.

Probate Code Sec. 18100.5 provides:

Any person making a demand for documents in addition to a certification of trust to prove facts set forth in the certification of trust... shall be liable for damages, including attorney's fees, incurred as a result of the refusal to accept the certification of trust in lieu of the requested documents...". (emphasis added)

Probate Code Sec. 18100 provides that:

You "are not bound to inquire whether the trustee has power to act or is properly exercising a power and may assume without inquiry the existence of a trust power and its proper exercise" pursuant to this certificate and that you are "fully protected in dealing with or assisting the trustee just as if the trustee has and is properly exercising the power the trustee purports to exercise" pursuant to this certificate.

## INSTRUCTIONS TO PERSON OR ORGANIZATION TO WHOM THIS CERTIFICATION IS PRESENTED

1. Check to make sure this form has been signed and notarized.
2. Make a copy of this form for your records.
3. Complete your organization's/institution's forms from the information listed below.
4. Follow the directions of the trustee regarding any matters regarding the trust and any accounts, assets, or property in the name of the trust.

**THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:**

### Trust Information

This trust was established and is currently in existence as follows:

Name of Trust (title of trust document):	Family Trust of Kenneth C. Vigen and Patricia M. Vigen	
Date of Current Controlling Trust Document (date of execution):	June 27, 2003	
Type of Trust:	Revocable Living Trust	
Name of Trustor(s) (Settlor(s), Grantor(s), Donor(s), Creator(s), Maker(s)):	Kenneth C. Vigen and Patricia M. Vigen	
Currently Acting Trustee(s):	Kenneth C. Vigen and Patricia M. Vigen	
Name of Parties signing trust:	Above Trustors/Trustees	
Successor Trustee(s):	Husband's First: Clinton W. Vigen Second: Kathy McDonald	Wife's First: Jeanne A. Hotchkiss Second: Mark Wilson
Taxpayer Identification Number: (Trustors Social Security number(s))	566-68-4853	557-48-2281
Name in which title to assets transferred to trust should be taken:	Name of Trust as indicated above	
Mailing address of trust:	Trustor/Trustee's address	
Signature Authority of Current Trustee(s): (Number of trustee signatures needed to authorize/conduct business on behalf of trust)	Any <u>one</u> trustee(s)	

### Full Force and Effect

Said trust is in full force and effect and has not been revoked, modified or amended in any manner which would cause the representations contained in this certification to be incorrect.

### Current Trustee(s)

The names of all the currently acting Trustee(s) of the trust are as indicated above. Said trustee(s) have full authority, power and ability to conduct all business on behalf of the trust and otherwise act on behalf of the trust and buy, sell, transfer, and manage all money, accounts, assets, and property of the trust and sign all documents and papers for and on behalf of the trust including but not limited to signing all checks, signature cards, withdrawal documents and other banking and financial documents for and on behalf of the trust. The number of current trustee signatures necessary to conduct the business of the trust is as indicated above. Trustees may hold title in one trustees name alone for convenience sake.

### Powers of Trustee(s)

Trustor has given the Trustee(s) of said Trust the powers listed below in addition to those on any attached pages:

- To open, establish, and maintain interest and non-interest bearing accounts, deposit and safe deposit boxes of all kinds and in amounts greater than covered by FDIC insurance. Make, sign, authorize, and deliver checks, drafts, orders, withdrawals and transfers of all kinds.
- Borrow, assign, pledge, guarantee, grant security, for any person, debt, or obligation and enter into all other credit transactions.
- To appoint attorneys-in-fact and agents to take any and all actions on behalf of the trust.
- Authorize and enter into overdraft lines of credit, credit/debit card, ATM, cash management, and all other account and financial services.
- Purchase, acquire, sell, transfer, trade and otherwise deal in stocks, bonds, indentures, options, warrants/rights and all other investments & securities.

All powers referred to herein are those currently in effect and there has been no subsequent change or modification therefrom that would cause the representations contained in this certification to be incorrect.

### Successor Trustee(s) Act

The successor trustees may act upon presentation of any of the following: 1) Letter of resignation of the previous trustees, 2) Certified copy of the death certificate of the previous trustee(s), 3) New Certification of Trust showing them as trustees.

### Trustee(s) Signing

The undersigned are the current Trustee(s) of the above named trust.

**SEE EXECUTION AND ACKNOWLEDGMENT ON NEXT PAGE**

# EXECUTION AND ACKNOWLEDGMENT

## CERTIFICATION OF TRUSTEE(S)

THE UNDERSIGNED DECLARE AND CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF CALIFORNIA AND ANY OTHER STATE THAT ALL OF THE INFORMATION, STATEMENTS AND REPRESENTATIONS CONTAINED IN THIS DOCUMENT ARE TRUE AND CORRECT AND IF CALLED TO TESTIFY THERETO COULD AND WOULD SO COMPETENTLY TESTIFY THERETO AND THAT THIS DOCUMENT WAS EXECUTED AT THE PLACE AND DATE INDICATED IN THE NOTARY ACKNOWLEDGMENT.

Trustee Signature:

*Kenneth C. Vigen*

Trustee Signature:

*Patricia M. Vigen*

## CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California, County of: Riverside) SS

On JUN 27 2003

before me, the undersigned, a Notary Public in and for said State, personally appeared:

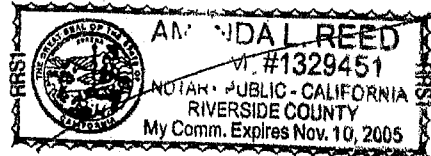
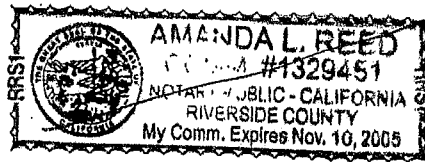
Kenneth C. Vigen and Patricia M. Vigen

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

WITNESS my hand and official seal.

SEAL:

*Amanda L. Reed*  
NOTARY PUBLIC





**GENERAL DECLARATION, DESIGNATION, ASSIGNMENT  
AND TRANSFER OF PROPERTY TO TRUST  
(INCLUDING FUTURE PROPERTY)**

Name of Trust:	Family Trust of Kenneth C. Vigen and Patricia M. Vigen
Trustor(s):	Kenneth C. Vigen and Patricia M. Vigen
Effective date of transfer:	JUN 27 2003

**DECLARATION, ASSIGNMENT AND TRANSFER OF ALL PRESENT PROPERTY AND ASSETS TO TRUST**

The undersigned(s) hereby give, assign, and transfer to the Trustees of the Trust indicated above, all right, title, and interest to the property, rights, assets, items, and interests (collectively referred to herein as property), described generally herein and on any attachments hereto, that the undersigned, now or at any time in the future, owns, obtains, acquires, comes into possession of, or has any right, title, or interest in, to, or regarding, and hereby declare and designate such property as trust property. This assignment and transfer shall be effective wheresoever such property is located and no matter in what manner, name, or title such property is acquired or held. This assignment and transfer shall be effective even if such property is never evidenced or transferred on any title documents or other evidence of title or ownership to said property. This assignment and transfer shall be subject to any debt, encumbrance, or lien on such property. Such property does hereby immediately become part of and subject to said Trust and to be held, administered, and distributed by the Trustees as provided in said Trust. For legal purposes this document shall be considered a fully effective declaration of trust regarding all such property. No further documentation or transfer shall be necessary to transfer all title and ownership to all such property to the trust. No amendment of title or beneficiary documents shall be necessary. Third parties may rely on and are instructed to rely on this general transfer alone as having transferred all title and ownership to such property to the trust.

**DECLARATION, ASSIGNMENT, AND TRANSFER DESPITE HOW TITLE MAY BE HELD**

It is the intent of the undersigned that all such property presently owned, held, or hereafter acquired or coming into existence is to be owned, obtained, acquired, and held in and pursuant to said Trust. Despite the fact that the undersigned may own, acquire, obtain, or hold said property in the undersigned(s) individual name(s), it is intended that all such property is and will be actually held as a trustee in a fiduciary capacity under said Trust. The undersigned(s) may hold such property in various forms of their first names, middle names, last names, family names, unmarried names, nicknames, initials or other names, titles, or initials, or combinations thereof. Despite under what names, titles, or designations any such property is held, all such property is hereby fully and effectively transferred to the trust and any title company or third party may rely on any declaration or affidavit signed by any trustee or trustor of the trust that said property is trust property or that the persons named on any title document are the same persons as trustors.

Except to the extent of any interest provided to the undersigned pursuant to the terms and provisions of said Trust, the undersigned shall not have any personal interest in any of said property.

**OTHER IMPORTANT PROVISIONS**

The undersigned agrees to sign any further papers, documents, contracts or forms and to engage in any other conduct that may become necessary, convenient, advisable, or beneficial to evidence title and ownership in such property to said Trust. But failure to do so shall not be evidence of any intent to not transfer the property to the trust or to remove the property from the trust.

The listing of property, while containing or describing specific items or categories, is not intended and should not be considered to limit or fully describe, the size, nature, extent, character or other composition of the trust estate or the property intended to be transferred to the trust, but this listing, assignment, and transfer of property to the trust should be given its widest possible interpretation.

The property being transferred by this document is in addition to any other property transferred to the trust in any other way or by any other document or method.

Any inaccuracy, incompleteness, or mistake in the listing, designation, or transfer of any property or item shall not negate, limit, diminish, lessen, decrease or reduce its transfer to the trust in full. But said property or item shall be transferred to the trust to the full extent that said property or item is held, owned, or acquired by Trustor(s).

Trustee(s) agree to accept all property listed or referred to hereon or on the attachments hereto (whether presently or later attached or listed) and any future property transferred to the trust whether listed hereon or not.

Transfer is effective to the trust of all property or items listed hereon or referred to herein or attached hereto directly or indirectly, specifically or generally and whether specifically listed hereon or on any attachments at the time of signing of this document or later listed or recorded hereon or attached hereto and whether listed or recorded hereon or attached hereto by one or both trustors and whether listed directly by any trustor or merely at the direction of any trustor.

This assignment and transfer shall be binding on all heirs, administrators, executors, trustees, assigns, and all others.

**PROPERTY TRANSFERRED TO TRUST:**

All property generally or specifically listed, described, or referred to hereon or in any attachments hereto.

The undersigned trustor(s) hereby make and the undersigned as trustee(s) hereby accept and acknowledge delivery of this assignment:

Trustor/Trustee Signature: <i>Kenneth C. Vigen</i>	Trustor/Trustee Signature: <i>Patricia M. Vigen</i>
---	--

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

State of California, County of: Riverside) SS

On JUN 27 2003 before me, the undersigned, a Notary Public In and for said State, personally appeared:

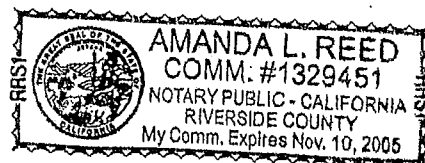
Kenneth C. Vigen and Patricia M. Vigen

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

WITNESS my hand and official seal.  
*Amanda L. Reed*

NOTARY PUBLIC

SEAL:



**GENERAL DECLARATION, DESIGNATION, ASSIGNMENT  
AND TRANSFER OF PROPERTY TO TRUST  
(ATTACHMENT)**

**PROPERTY TRANSFERRED TO TRUST:**

1. All right, title, and interest in, to, or regarding all bank and financial institution accounts, checking accounts, savings accounts, deposit accounts, certificates of deposit, or plans, and all such other accounts, funds, deposits, certificates, and plans existing now or in the future.
2. All right, title, and interest in, to, or regarding all automobiles, boats, motorhomes, planes, trucks, trailers, and other vehicles or conveyances existing now or in the future.
3. All right, title, and interest in, to, or regarding all furniture, furnishings, appliances, and other household type items, and property, existing now or in the future.
4. All right, title, and interest in, to, or regarding the following policies of life insurance, annuities, and other insurance or other similar agreements and contracts existing now or in the future.
5. All right, title, and interest in, to, or regarding all retirement, pension, and employment related plans, funds, rights, and benefits, and other similar benefits and rights, existing now or in the future but only to the extent that such transfer shall not subject such assets to any taxes upon or because of the transfer. However, if such a transfer would subject such assets to any taxes upon or because of the transfer, then the ownership of such asset shall not be transferred to the trust and the trustor names the trust as the secondary or contingent beneficiary of such asset instead.
6. All right, title, and interest in, to, or regarding all stocks, bonds, indentures, options, securities, or other such or similar securities, investments, and items, including all dividends, subsequent purchases and acquisitions, and additions thereto, existing now or in the future.
7. All right, title, and interest in, to, or regarding all real property and real estate interests, existing now or in the future.
8. All right, title, and interests in, to, or regarding all accounts receivable, notes, promissory notes, trust deeds, money owed or to be owing to Trustor(s), existing now or in the future.
9. All right, title, and interest in, to, or regarding all partnerships, investment ventures, business ventures, joint ventures, trusts, and other such agreements, ventures, entities, or enterprises, existing now or in the future.
10. All right, title, and interest in, to, or regarding any business, enterprise, trade, profession, vocation, occupation, pursuit, and all other such enterprises and endeavors and all assets, property, goodwill, and capital related or regarding such businesses, trades, professions, vocations, occupations, pursuits, enterprises, and endeavors, existing now or in the future.
11. All right, title, and interest in, to, or regarding all lawsuits, claims, legal actions, and other similar claims, benefits and rights trustors may have against anyone now or in the future (whether filed in court or not), existing now or in the future.
12. All inheritance, succession, and probate rights, property, assets, and items and all other rights, assets, items, or property, coming in to existence by the death of a relative or other person, existing now or in the future (but not including the transfer of any rights, powers, or options under the trustors own trust(s)).
13. All livestock, pets, and other animals of any nature.
14. All genetic, DNA, reproductive, cloning, and other cellular or genetic materials, information, and items.
15. All other personal and other property, assets, and items of whatever type or nature not otherwise listed, existing now or in the future (but not including any tax deferred accounts, plans, benefits, or items that would create an adverse tax consequence to trustors by their transfer to the trust).

# SUMMARY OF PERTINENT POWERS AND PROVISIONS OF TRUST

(ATTACHMENT TO CERTIFICATION OF TRUST)

THE FOLLOWING IS A SUMMARY OF THE PERTINENT PROVISIONS OF THE TRUST:

## ARTICLE OFFICE OF TRUSTEE

**Introduction:** For each trust under this instrument, except as otherwise provided in this instrument, the following additional trust provisions and powers shall apply in addition to those powers now or hereafter conferred by law on a trust of a similar nature.

**Cotrustees May Allocate Duties:** Any cotrustees may delegate or allocate any duties between themselves, in any manner, by any written document or agreement signed by such trustees, without concurrence of any beneficiaries. After such delegation, any one trustee may unilaterally revoke such delegation at will and without cause by written notice to the other trustee(s) and any affected third party. For example, such trustees may exercise this power to delegate to one such trustee the power to conduct any bank, financial institution, and securities brokerage transactions. The delegation may be merely indicated or implied from the designations on the signature card, deposit agreement, brokerage agreement, or other document on file with the bank, financial institution, brokerage, or other third party. No separate agreement of delegation is necessary. So long as any such delegation is in effect, any of the delegated powers may be exercised by the delegated trustee(s) to the same extent and with the same force and effect as if the delegating trustee had personally joined in and consented to such action.

**Delegation of Powers to Cotrustee or Successor Trustee — General:** A trustee shall have the power to delegate temporarily to a cotrustee or a successor trustee all or any of its powers or temporarily delegate to a successor trustee part of all or any of its powers so as to make such trustee a temporary cotrustee. The trustee shall effectuate the delegation by written notice to the delegated cotrustee or successor trustee specifying the powers delegated. This delegation shall terminate on delivery of written notice by the such delegating trustee to the delegated cotrustee or successor trustee of termination of the delegation. The delegated trustee shall incur no liability to any beneficiary of the trust estate as a result of any actions taken or not taken within the scope of delegation during the period of delegation.

**Action by Majority of Trustees — General:** Except as otherwise provided herein: 1. If two trustees are serving as cotrustees then the consent of both shall be required. 2. If more than two trustees are serving as cotrustees, any action taken by a majority of the trustees in office shall be binding on this trust, and in such case third parties may rely on such action. The non consenting trustees shall not be liable for actions of the majority.

**Certification of Trust — Acceptance:** Any third party may rely on and is hereby directed to accept a written statement or Certification of Trust signed under penalty of perjury by the then remaining cotrustee(s) or successor trustee(s) authorized to act hereunder stating that they are the currently acting trustee(s). Said third party may rely on and accept said written statement or Certification of Trust unless and until contradicted or superseded by a later written statement or Certification of Trust signed under penalty of perjury in the same manner.

**Separate Certifications — Allocations of Powers:** In order to carry out any separate delegation, allocation, or division of powers authorized in this document, the trustees are empowered also hereby to prepare separate certificates for each account, property, asset or circumstance in which there is a different delegation, allocation, or division of powers between the trustees.

**Certification — As Amendment:** The trustees of this trust may be added, changed, or designated upon a proper certification of trust without formal amendment. In such case the certification will act as an amendment or official designation of trustees without further documentation.

**Designation of Trust — Any Reasonable Manner:** On any title documents, accounts or other asset designations, any designation, name, or form of title that reasonably refers to or is intended to refer to the this trust is sufficient to designate the trust as the owner for all purposes. Formal, specific, or exact use of a particular form of the name of the trust is not necessary. No listing of any trustees names is required or necessary. Any discrepancy or difference in name, date, description, information or otherwise shall not in any way reduce, nullify or diminish the effectiveness of the ownership and control of such asset by the trust.

**Trustee's Incapacity — Successor Trustee Acts:** If any trustee is unable to participate in trust activities because of incapacity the designated remaining cotrustee(s) or successor trustee may act in place of such regular trustee during any such incapacity. The designated remaining cotrustee(s) or successor trustee shall incur no liability to any beneficiary of the trust or to the replaced trustee as a result of any action taken in good faith pursuant to this provision.

**Trustee's Incapacity — Defined:** Incapacity is defined as the inability of a trustee to substantially participate in trust activities because of illness, disability, or any other reason. In determining such incapacity, any of the following shall be deemed sufficient:

- Written statements from two licensed physicians (not related by blood or marriage to the trustee whose capacity is being certified) who have examined the trustee stating in essence that the trustee is incompetent, mentally ill, or unable to handle the trustees own affairs, needs a conservator appointed for them, or otherwise indicating in essence that the trustee is not able to significantly participate in financial or trust activities.
- Order or other determination of a court that the trustee is incompetent, mentally ill, or unable to handle the trustees own affairs, needs a conservator appointed for them, or otherwise indicating in essence that the trustee is not able to substantially participate in trust activities.
- Written statements under penalty of perjury by all the current and remainder adult beneficiaries that the trustee is incompetent, mentally ill, or unable to handle the trustees own affairs, needs a conservator appointed for them, or otherwise indicating in essence that the trustee is not able to significantly participate in financial or trust activities.

In the absence of any such statements or determinations, the designated remaining cotrustee(s) or successor trustee (or if none then the current adult income beneficiaries) shall petition the court having jurisdiction over this trust for authority to proceed as or appoint a successor trustee. Until a court of competent jurisdiction shall specifically determined otherwise, a trustee shall be considered to no longer be incapacitated and shall be restored to the trustees duties herein upon any of the following occurring:

- Written statements from two licensed physicians (not related by blood or marriage to the trustee whose capacity is being certified) who have examined the trustee stating in essence that the trustee is substantially able to participate in trust activities.

- Order or other determination of a court that the trustee is not incompetent, not mentally ill, not unable to handle the trustee's own affairs, no longer needs a conservator, or otherwise indicating in essence that the trustee is able to substantially participate in trust activities.
- Written statements under penalty of perjury by at least 50% of the current and/or remainder adult beneficiaries that the trustee is substantially able to again participate in trust activities.

The designated remaining cotrustee(s) or successor trustee shall incur no liability to any beneficiary of the trust or to the replaced trustee as a result of any action taken in good faith pursuant to this provision.

Resignation — Designated Successors: Any trustee may resign at any time from any trust under this instrument. The resigning trustee shall give written notice of the resignation by personal delivery or registered mail to all current income beneficiaries. The resignation shall be effective on the qualification of a designated successor trustee. The designated successor trustee shall act as trustee on acceptance of the appointment.

Failure of Designated Trustees: If all designated trustees of any type fail to qualify or cease to act, the surviving trustor, if any, (to the extent permitted by IRS rules and regulations) may appoint a successor. If there is no surviving trustor or if such is not permitted or fails to occur, the trustees then acting may appoint a successor trustee. If such trustees fail to make such appointment, the majority of adult income and principal beneficiaries may appoint a successor.

Court Appointed Trustee: If no successor trustees are otherwise appointed pursuant to the provisions of this document, a court of competent jurisdiction shall appoint a trustee or cotrustees, individual or corporate, after consideration of the preference of the current income beneficiaries of the trust.

Trustor May Appoint Cotrustee: If trustor is acting as trustee, trustor may appoint one or more cotrustees to aid trustor in the administration of this trust and remove them at any time.

Special Trustee — Qualifications: The special trustee shall be an independent trustee, whose relationship to the trust beneficiaries shall not cause attribution of any income or capital gain to them or principal to their gross estates because of the holding or exercise of any trustee power. Additionally, the special trustee shall have the knowledge, experience, and professional resources necessary to carry out the applicable tax and fiduciary responsibilities. If no special trustee has been appointed herein, but the trustee determines that one is needed, the trustee shall have the power to appoint one or to have a court of competent jurisdiction appoint a special trustee (individual, corporate, or cotrustees) after consideration of the preferences of the current income beneficiaries.

Special Trustee — Replacement: The special trustee may be removed and replaced with another qualified independent special trustee after the death of the last trustor by a majority of all the income beneficiaries. In such case the current special trustee shall be given 30 days written notice. The notice of removal shall not be effective until acceptance by the successor special trustee.

Ancillary Trustee — Foreign Assets: In the event that the trust has assets in another jurisdiction in which trustee is precluded from acting as trustee regarding such assets, then trustee may appoint an ancillary trustee who is able to act as trustee regarding such assets in the foreign jurisdiction. Such ancillary trustee shall have the same duties, powers, and rights regarding such assets as the regular trustee would have regarding such assets if the regular trustee were able to act as trustee regarding such assets. Trustee may remove such ancillary trustee on 30 days notice to such trustee and if necessary replace such trustee with another trustee able to act regarding such property. The regular trustee shall not be liable for the acts of the ancillary trustee.

Substitute Trustee: If a trustee is unwilling or unable to act regarding any particular trust property, or if the trustee deems it necessary or advisable to the proper or beneficial administration of such assets, the trustee may hire or designate in writing a substitute trustee regarding such property. Such substitute trustee shall have the same duties, powers, and rights regarding such assets as the regular trustee would have regarding such assets if the regular trustee were willing to act as trustee regarding such assets except as the delegating trustee expressly limits those duties, powers, and rights in the delegation.

Successor Institutional Trustee: As to any institutional trustee of this trust, if such institutional trustee or such trustee's trust business is acquired, by another sufficient, responsible, insured, and adequately funded institutional trustee, the successor institutional trustee shall succeed to such trusteeship to the same extent as the previous institutional trustee, without any action or approval being required.

Designated Institutional Trustee by Other Institutional Trustee: As to any institutional trustee of this trust, if such institutional trustee does not have a qualified trust department or business at the time of becoming trustee or cares not to accept the trusteeship for any reason, such institutional trustee is hereby authorized and requested to designate, appoint or name another qualified independent institutional trustee willing to act.

Resignation as to Some Trusts: Pursuant to the provisions of this instrument, a trustee may resign as trustee of one or more trusts under this instrument without resigning as trustee of other trusts under this instrument.

Parent or Relative May Be Appointed as Substitute Trustee: At the discretion of the trustee of a particular trust, such trustee can appoint substitute trustee(s) who is the parent or guardian or other relative of the particular beneficiaries of such trust to act as trustee(s) of such trust. Such trust may be further divided or allocated between the beneficiaries of such trust in order to facilitate the appointment of relatives of any or all of such beneficiaries of such trust.

Different Trustees for Separate Trusts: Pursuant to the provisions of this instrument, various circumstances may result in different trustees being in charge of different trusts.

Employment of Consultants — General: The trustee may employ custodians, attorneys, accountants, investment advisers, corporate fiduciaries, or any other agents or advisers to assist the trustee in the administration of this trust, and the trustee may rely on the advice given by these agents. The trustee shall pay reasonable compensation for all services performed by these agents from the trust estate out of either income or principal as the trustee in the trustee's reasonable discretion shall determine. These payments shall not decrease any compensation to which the trustee is entitled.

Compensation — Reasonable: The trustee may pay itself reasonable compensation from the trust estate during each calendar year for all ordinary services and reasonable additional compensation for any extraordinary services, all without court order. If the trustee shall serve for a part of a calendar year, the annual compensation shall be prorated. Compensation shall be presumed reasonable if it is equal to or less than the customary and prevailing charges for similar services by other trustees during the same period of time and in the same general geographic area.

Reimbursement of Costs and Expenses: The trustee shall be reimbursed for all of trustee's reasonable costs and expenses incurred in regard to exercising any of its duties and powers pursuant to this instrument.

Exculpatory Clause — All Trustees: No trustee shall be liable to any person interested in this trust for any act or default unless it results from the trustee's bad faith, willful misconduct, or gross negligence.

Waiver of Liability for Predecessor Trustee: Any successor trustee may accept as correct any accounting of trust assets made by any predecessor trustee. However, a successor trustee may institute any action or proceeding for the settlement of the accounts, acts, or omissions of any predecessor trustee.

Bond — Waiver: No trustee nominated in this instrument or in any amendment or modification to it, including nonresidents, shall be required to post bond or security.

Trustee Self-Dealing — Loan, Buy, and Sell: The trustee shall have the power to loan or advance the trustee's own funds to the trust for any trust purpose, with interest at current rates, to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust, to purchase or exchange assets of the trust at their fair market value as determined by an independent appraiser, to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraiser, and to lease assets to or from the trust for fair rental value as determined by an independent appraiser.

Trustee and Executor Transactions — Self-Dealing Permissive: The trustee and the executor of trustor's estate may freely contract financial transactions between themselves, such as the purchase and sale of assets and the making of loans, secured and unsecured, notwithstanding each office being held by the same person and apparent conflicts of interest.

Income and Principal Allocations — Special Trustee: For all trusts under this instrument, if necessary or beneficial the special trustee alone shall have the power to allocate income and principal for any beneficiary serving as trustee or for persons the trustee-beneficiary legally supports.

Interested Trustee — Limitations: Notwithstanding the general powers conferred on the trustee or any other general provisions of this agreement to the contrary contained in this agreement, no individual trustee shall participate in the exercise of discretion regarding the distribution of trust income or principal unless such discretion is limited by an ascertainable standard.

No individual trustee shall participate in the exercise of discretion regarding distributions to any person or persons such trustee is legally obligated to support.

Trustee — Broad Power, Fiduciary Capacity: To carry out the purposes of any trust under this instrument and subject to any limitations stated elsewhere in this instrument, the trustee is vested, without necessity of application to any court, with the powers listed herein as well as any powers conferred by law. The enumeration of certain powers in this instrument shall not limit the trustee's powers. The trustee shall have all the rights, powers, and privileges that an absolute owner of the same property would have, subject to the trustee's fiduciary obligations and to any limitations stated elsewhere in this instrument.

Trustee Powers — Fiduciary Role: The trustee shall exercise all the powers in the trustee's fiduciary capacity and only in such capacity. Further, the trustee shall have no power to enlarge or shift any of the beneficial interests under such trust except as an incidental consequence of the discharge of the trustee's fiduciary duties and shall not make any distribution that discharges any beneficiary's legal obligations of support.

Fiduciary Capacity of Trustee: The trustee of an irrevocable trust provided for in this instrument shall act at all time in a fiduciary capacity and shall treat the income and remainder beneficiaries equitably and no trustee shall have any power which would cause includability of such trust share in such trustee's estate for federal estate tax purposes.

General Power of Appointment — Not Included: The trustee shall always exercise its powers and duties in a fiduciary capacity. The trustee shall not exercise any general power given in this instrument in favor of such trustee, such trustee's estate, or such trustee's creditors in such a way that would constitute a general power of appointment. The trustee shall only have such powers of appointment as are specifically and clearly given under the particular trust provisions.

## ARTICLE MANAGEMENT POWERS

Introduction: For each trust under this instrument, except as otherwise provided in this instrument, the trustee of the trust shall have the management powers set forth below in addition to those powers now or hereafter conferred by law on a trust of a similar nature.

Retain or Abandon Property: The trustee shall have the power to continue to hold any property, including shares of the trustee's own stock, or to abandon any property that the trustee receives or acquires.

Unproductive Property: Except when specifically restricted, the trustee shall have the power to retain, purchase, or otherwise acquire unproductive property.

Sell, Exchange, Repair: The trustee shall have the power to manage, control, grant options on, sell (for cash or on deferred payments with or without security), convey, exchange, partition, divide, improve, and repair trust property.

Lease: The trustee shall have the power to lease trust property for terms within or beyond the terms of the trust and for any purpose.

Contract Power — General: The trustee shall have the power to make and execute contracts, deeds, leases, and other agreements for any purpose necessary or beneficial to the purposes of the trust and have the powers and deal with the trust property in other ways which a natural person could normally deal with their own property.

Trustee Banking Powers: The trustee shall have the following powers regarding any accounts or funds held at banks or other financial institutions:

- To engage in and perform all banking and related transactions, including certificates of deposit, savings accounts, checking accounts, money market accounts and any and all other banking or financial institution functions.
- To open, establish, and maintain interest and non-interest bearing accounts, deposit and safe deposit boxes of all kinds and in amounts greater than covered by FDIC insurance. Make, sign, authorize, and deliver checks, drafts, orders, withdrawals and transfers of all kinds.

- Borrow, assign, pledge, guarantee, grant security, for any person, debt, or obligation and enter into all other credit transactions.
- To appoint attorneys-in-fact and agents to take any and all actions on behalf of the trust.
- Authorize and enter into overdraft lines of credit, credit/debit card, ATM, cash management, and all other account and financial services.
- Purchase, acquire, sell, transfer, trade and otherwise deal in stocks, bonds, indentures, options, warrants/rights and all other investments & securities.

**Investments — General Power:** The trustee shall have the power to invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, preferred or common stocks, shares in investment trusts, investment companies, and mutual funds, and mortgage participations, life insurance policies on the life of any beneficiary, which persons of prudence, discretion, and intelligence acquire for their own account, and any common trust fund administered by the trustee.

**Securities — Investment Powers:** The trustee shall have the power to invest, purchase, acquire, sell, transfer, trade and otherwise deal in stocks, bonds, indentures, options, warrants/rights and all other investments & securities every of every kind which persons of prudence, discretion, and intelligence acquire for their own account including, but not limited to:

- Corporate obligations of every kind.
- Preferred or common stocks
- Shares in investment trusts
- Investment companies
- Mutual funds
- Investment funds, trusts, and companies
- Mortgage participations
- Life insurance policies
- Futures contracts and transactions
- Commodities transactions
- Option contracts
- Trade options
- Puts and Calls
- Precious metals and materials
- Coins and collectibles
- Minerals, oil, hydrocarbons and other substances
- Money market, domestic and foreign currencies and bonds
- Index funds, market funds and other reference funds, indexes, and securities
- All other investments and securities

**Securities — Management Powers:** The trustee shall have all the rights, powers, and privileges of an owner and investor of the securities held in trust, including, but not limited to the following:

- The power to vote
- Give proxies
- Pay assessments
- Participate in voting trusts and pooling agreements (whether or not extending beyond the term of the trust).
- Enter into shareholders' agreements
- Purchase bonds either at a premium or at a discount.
- Consent to foreclosure, reorganizations, consolidations, merger liquidations, sales, and leases, and, incident to any such action, to deposit securities with and transfer title to any protective or other committee on such terms as the trustee may deem advisable
- Exercise or sell stock subscription or conversion rights
- Open, operate, and maintain a securities brokerage or similar accounts
- Buy, sell or trade in securities on margin
- Hypothecate or borrow upon the purchase or sale against existing securities in such accounts
- Power to hold securities or other property in the trustee's name as trustee under this trust, in the trustee's own name, or in the name of a nominee
- To hold securities unregistered in such condition that ownership will pass by delivery.
- Any other normal and usual powers, preferences, privilege, or rights that a holder, owner, or investor in securities or investments would have.

**Bonds — Limitations:** For bonds purchased at a premium, the trustee shall, in a reasonable manner, periodically repay to principal each premium from interest on the bond or sale or redemption proceeds. For bonds purchased at discounts, the trustee shall periodically accumulate each discount as interest and, to the extent necessary, pay such discount out of principal or from the sale or redemption proceeds.

**Treasury Bonds — Special Tax Redemptions:** The trustee shall have the power to purchase at less than par, obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of a trustor in such amounts as the trustee deems advisable. The trustee shall exercise this discretion if the trustee believes that a trustor is in substantial danger of death, and the trustee may borrow funds and give security for such purchase. The trustee shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchase in a larger even though somewhat excessive, amount. The trustee shall not be liable to a trustor, any heir, or any beneficiary of this trust for losses resulting from purchases made in good faith. The trustee shall redeem such obligations to the fullest extent possible in payment of a trustor's federal estate tax liability.

**Oil and Mineral Interests:** The trustee shall have the powers regarding any oil, gas, mining, mineral, natural resources or similar interests or rights as follows:

- To maintain in full force and effect any such interests and rights.
- Purchase additional such rights and interests when necessary or desirable to effect a reasonable plan of development

- or operation of trust assets or incident to any other real estate or other interests of the trust.
- To drill, test, explore, mine, develop, remove, and otherwise exploit any and all such interests or rights.
- To buy or sell undivided portions of such interests or rights.
- Exchange such interests or rights for other properties or services on behalf of the trust.
- To execute leases regarding such rights and interests on such terms as the trustee shall deem reasonable or beneficial.
- Select, employ, utilize, or participate and/or enter in any business forms including partnerships, joint ventures, co-owners groups, syndicates, and corporations.
- Select, employ, utilize, or participate and/or enter in any agreements including community oil leases, pooling, repressurization, unitization and other agreements regarding such interests.
- To enter into such relationships, business forms, or agreements that the trustee deems reasonable even though extending beyond the likely duration of any trust which said assets are a part.
- To execute division orders, transfer orders, releases, assignments, farmouts, and any other instruments which trustee deems reasonable.
- To use the general assets of the trusts created under this instrument for the purposes of acquiring, holding, managing, developing, pooling, operating, or disposing of any such interests or rights.
- To engage in other reasonable conduct for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of any and all such interests or rights.

S Corporation Stock: If at any time a trust holds stock in an S corporation and the trust is not a qualified subchapter S trust, the trustee shall have the power to distribute such stock to the beneficiaries as if the trust had terminated regarding such stock while continuing to hold any other property in trust.

In addition, the trustee may divide a trust into separate trusts for each of the beneficiaries with each such new trust having mandatory income distribution provisions or other provisions to allow it to qualify as a qualified subchapter S trust. In all other respects the new trusts shall be as consistent as possible with the original trusts.

Loan: The trustee shall have the power to loan money to any person, including a trust beneficiary or the estate of a trust beneficiary, at prevailing interest rates and with or without security as the trustee deems advisable.

Borrow — General: The trustee shall have the power to borrow money and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or by otherwise, to securing the indebtedness of the trust or the joint indebtedness of the trust and a co-owner of trust property even if such encumbrance may continue to be effective after the term of any trusts pursuant to this instrument

Transactions Between Trusts: The trustee shall have the power to loan or advance money from any trust created herein to any other trust created herein, at prevailing interest rates and with or without security as the trustee deems advisable and may sell and purchase assets between the trust created herein for adequate consideration, in the trustees reasonable discretion.

Insurance: The trustee shall have the power to carry, at the expense of the trust, insurance of such kinds and in such amounts as the trustee deems advisable to protect the trust estate against any damage or loss and to protect the trustee against liability with respect to third parties.

General Partnership Restriction: The trustee, in the trustee's absolute discretion, shall have the election to act only as a limited partner of any general partnership in the trust and shall take any action necessary to effect this election.

Closely Held Business Interest: The trustee shall have the power to continue to hold and operate, to sell, or to liquidate, at the risk of the trust estate, any closely held business interest in which trustor had an interest, whether proprietorship, joint venture, partnership, or corporation even though such business interests may constitute all or a substantial portion of the trust estate. Trustee shall have the following additional powers regarding such business interests:

- To control, direct and manage the business and delegate such powers to appropriate individuals or entities.
- To diminish, enlarge or change the scope or nature of any business.
- Directly participate in the conduct of any such business or employ others to do so on behalf of the trust.
- Elect, employ and discharge directors, officers, employees and agents and fix their compensation and define their duties.
- To invest other trust estate assets in such business, to pledge other assets of the estate or trust as security for loans made to such business, and to loan funds from the trust to such business.
- To borrow from any bank or other lending institution, including the trustee, on competitive terms.
- To organize a corporation under the laws of this or any other state or country and to transfer to it all or any part of the business or other property held in the estate or trust, and to receive in exchange stocks, bonds, and other securities.
- Participate in the incorporation of any trust property, and corporate reorganization, sale, merger, consolidation, recapitalization, liquidation, dissolution, or any stock redemption or cross purchase buy-sell agreement or similar business actions or agreements.
- To pay any additional required fees if any business interest that may be included in an estate or trust requires additional effort and expertise on the part of the trustee. Such fees may be taken as a directors fee that will be remitted to the trustee or charged as a management consultation fee by the trustee.
- Execute partnership agreements, buy-sell agreements, or similar business agreements and any amendments to them.
- Carry out any of the provisions of any agreement entered into by trustor prior to trustors death for the sale of any business interest or the stock thereof.
- To treat the business as an entity separate from the estate or trust and in its accountings to a court and to any beneficiaries, the trustee shall be required to report only the earnings and condition of the business in accordance with standard corporate accounting practice.
- To retain in the business such amount of net earnings for working capital and other purposes of the business as advisable in conformity with sound business practice.
- To purchase, process, and sell merchandise of every kind and description and to purchase and sell machinery and equipment, furniture, and fixtures, and supplies of all kinds.
- Exercise all of the business powers in this instrument regardless of whether trustee is a personally interested or involved party with respect to any such business interest.

Power to Issue or Receive Private Annuities: The trustee of any of the trusts herein shall have the power in the trustee's discretion to issue or receive private annuities in exchange for property owned by another trust herein or any beneficiary of this instrument, if such power or conduct would not cause an adverse tax consequence.

Commercial Annuities — Contracts: The trustee shall have the power to purchase commercial or non commercial annuity contracts for an income beneficiary and pay for such contracts out of principal and income. The trustee shall consult with the beneficiary on such purchases and may use this power, for example, to provide insured supplemental support for an aged beneficiary or to facilitate the termination of an uneconomical trust. The issuing annuity company shall have an "A" financial rating in Class XIII or higher from the A.M. Best Company or successor and shall belong to an industry or government group that guarantees the annuity obligation. The trustee shall further decide in its absolute discretion whether to purchase a performance bond and decide whether the annuity shall be guaranteed, refundable, or assignable. The special trustee shall exercise this power if necessary for any trustee-beneficiary.

Residence — Occupation by Beneficiary: The trustee is expressly authorized, in the trustee's absolute discretion, to permit any person having an interest in the income of the trust to occupy any real property forming a part of the trust estate on such terms as the trustee shall deem proper, whether rent free or in consideration of payment of taxes, insurance, maintenance, and ordinary repairs, or otherwise. Real property as used herein may include household and garden furniture, furnishings, appliances, equipment, bedding, rugs, and supplies used in connection with such real property in the trustee's discretion.

Additional Powers Regarding Real Estate: The trustee shall have the following additional powers regarding real estate:

- To sell, grant, convey, transfer, or deed any interest in any real property.
- To grant options to purchase or lease real estate.
- The trustee may invest in unimproved real property and may improve such assets by expending trust principal.
- The trustee may repair, alter, abandon, improve, remodel, construct, build, and reconstruct any and all buildings and improvements.
- The trustee may raze existing buildings and erect new buildings, either alone or jointly with owners of adjacent property.
- The trustee may subdivide and resubdivide any real property of this trust and do all acts necessary, beneficial, or advisable to accomplish and benefit such.
- To grant or release easements and other interests regarding real estate, enter into party wall agreements, execute estoppel certificates and other such actions.
- To dedicate parks, streets, alleys, or any other public, neighborhood, or community facilities.
- The trustee may subordinate any encumbrance on property that the trust may hold if, in the trustee's discretion, subordination does not unreasonably impair the security held for the loan or obligation.
- To insure any conduct or action authorized by this section.

Allocation of Rental Property Expenses: The trustee may set up and carry, and may charge to income or principal, reserves for repairs, improvements, upkeep, obsolescence, and depreciation of any real or personal property of the trust estate, as the trustee, in the trustee's discretion, shall consider proper, and the portion charged to income shall be treated as an expense and deduction when computing net income.

Acquisition of Property at Foreclosure Sale: The trustee may bid for and purchase any real or personal property in which the trustee may have an interest as lienholder or otherwise and that is sold at a foreclosure sale or a trustee's or pledgee's sale under any mortgage or deed of trust or at any judicial sale. The trustee may also acquire by purchase at any foreclosure sale, or by deed in lieu of any foreclosure or sale, property covered by any mortgage, deed of trust, or pledge then in default, and the property be accepted in partial or full satisfaction of the encumbrances against the property.

Power to Probate Assets: In unusual circumstances, if the trustee deems it necessary, convenient, or beneficial, the trustee of any of the trusts herein shall have the power in the trustee's discretion to probate directly or indirectly any of the assets of the trust or subject such to the jurisdiction of a probate court.

Power to Facilitate Transfer of Assets to Trust without Probate: As to any assets that trustor indicated an intent to be part of any trust established in this instrument, the trustee is authorized and shall have the power to engage in any conduct necessary to include such assets in the trust estate, including but not limited to the following:

- Signing declarations, certifications, affidavits, court documents or similar instruments under penalty of perjury or otherwise that such assets are owned by the trust.
- Signing declarations, certifications, affidavits, court documents or similar instruments under penalty of perjury or otherwise to cause such assets to be transferred to the trust.
- Signing declarations, certifications, affidavits, court documents or similar instruments under penalty of perjury or otherwise under any quasi-probate, probate avoidance, or short form procedure or method under the laws of any jurisdiction.



**DEPARTMENT HEAD APPROVAL FORM**  
**Contracts/Agreements**

DATE: **April 2, 2019**

PARTIES: City and **Kenneth C. Vigen**

PROJECT DESCRIPTION: **Riverside Avenue Grade Separation**

SCOPE OF CONTRACT/SERVICE: **Approve as to Form Quitclaim and Grant Deed**

IF AN AMENDMENT, REASON FOR AMENDMENT (e.g., more time needed, additional scope added, extension permitted from original contract, etc.):

DEPARTMENT: Community & Economic Development

BUDGET ACCOUNT (GL Key and Object):

DEPT. HEAD APPROVAL: \_\_\_\_\_

David Welch, Director of Community  
& Economic Development Department

**PROCUREMENT:**

Verification that procurement of goods, services, construction, etc., was done in conjunction with the City's purchasing policies and procedure:

( ) Formal Procurement (Bid #, RFP #, panel, etc.): \_\_\_\_\_

( ) Informal Procurement (Three quotes, single/sole source, under non-bidding threshold, etc.): \_\_\_\_\_

( ) Emergency Procurement (date, event, etc.): \_\_\_\_\_

( ) Requisition Number: \_\_\_\_\_

( ) Date Approved by City Council/Board: \_\_\_\_\_

Purchasing Division Validation: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN TO: City Clerk's Office, Ext. 4276, [DAlegria@riversideca.gov](mailto:DAlegria@riversideca.gov)**

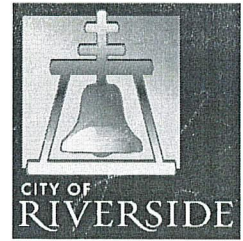
RECEIVED

DATE: April 29, 2019

APR 30 2019

PARTIES: KENNETH C. VIGEN

City of Riverside  
City Clerk's Office



City of Arts & Innovation

PROJECT DESCRIPTION/BID NO.: Grant Deed; Quitclaim Deed

Approved by [City Council] [Agency] on  
Anticipated [City Council] [Agency] future agenda of  
 No [City Council] [Agency] action required

Insurance required:

No  
Yes

Bonds required:

No  
Yes

CFO Signature required:

No  
Yes

Type of Insurance required (unless waived by the Risk Manager):

- Commercial General Liability
- Automobile Liability
- Professional Liability
- Workers' Compensation
- Additional Insured Endorsement
- Other:

Business Tax Certificate Required:

Yes  
 No

Agreement date(s):

[City Council] [Agency] Approval Date:  
 Date City/Agency Executes  
Other:  
Agreement Expiration Date:

NOTARIZE

Comments: City Manager to sign; Clerk to attest. After execution, return to Patricia Villa in CEDD. Send scan of fully-executed Agreements to CAO.

Department: Community & Economic Development

Contact person: Patricia Villa

Approved as to form by: Lauren Sanchez

CA #: 19-0385

<p>Department Head Approval: <input checked="" type="checkbox"/></p> <p>Attached/Signature Page Requested</p> <p>Finance Approval: <input checked="" type="checkbox"/></p>
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c: Originating Department