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RECORDING REQUESTED BY:  
AND WHEN RECORDED  
RETURN TO:

✓ BARBARA L. LANIER, Esq.  
BLACK, BROWN & LANIER  
A Professional Association  
10329 San Pablo Avenue  
El Cerrito, CA 94530

MAIL TAX STATEMENTS TO:

DIAN WITTRY  
1055 Havens Place  
El Cerrito, CA 94530

This space for Recorder's use only.

APN: 11-300-34

**TRUST TRANSFER DEED**

R.P.T.T. \$ #8

**GRANT DEED**

The undersigned grantor declares under penalty of perjury that the following is true and correct:

THERE IS NO CONSIDERATION FOR THIS TRANSFER.

There is no Documentary transfer tax due in that no consideration was paid for this transfer to a Revocable Inter Vivos Trust, not pursuant to a sale.

**GRANTORS: DIAN WITTRY**

**HEREBY GRANTS TO: DIAN WITTRY, as Trustee of THE DIAN WITTRY REVOCABLE INTER VIVOS TRUST (dated April 5, 1996)**

**THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA:**

Parcel A, as set forth on the Parcel Map for John R. Burgman, being a portion of Lot 496, Summit Village, filed for record April 28, 1980, in Book 480, Page 1662, Document No. 44051, Official Records of Douglas County, State of Nevada. Assessor's Parcel No. 11-300-34.

DECLARATION OF TRUST ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Dated: 4/5/96

Dian Wittry  
DIAN WITTRY

385255

BK0496PG1988

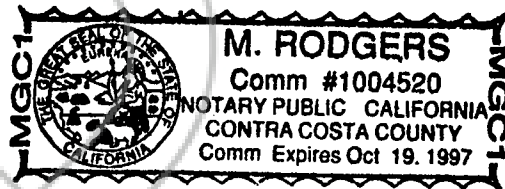
ACKNOWLEDGEMENT

STATE OF CALIFORNIA        }  
                                      }ss  
COUNTY OF CONTRA COSTA    }

On April 5, 1996 before me, M. RODGERS, Notary Public, personally appeared DIAN WITTRY,

[ ] personally known to me -OR- [X] 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. WITNESS my hand and official seal.

*M. Rodgers*



385255

BK0496PG1989

**CERTIFICATION OF TRUST**

**THE  
DIAN WITTRY  
REVOCABLE INTER VIVOS TRUST  
(DATED: April 5, 1996)**

The undersigned, as Trustee, certifies and confirms to you that:

1. This Certification of Trust is made pursuant to California Probate Code Section 18100.5.
2. The DIAN WITTRY Revocable Inter Vivos Trust (hereinafter the "Trust") is in existence and was executed on April 5, 1996.
3. The name of the Settlor of the Trust is: DIAN WITTRY.
4. The name of the currently acting Trustee of the Trust is: DIAN WITTRY.
5. The attached pages are photocopies of certain pages of the Trust showing the face page of the Trust, the designation of Trustee, the powers of the Trustee, the Settlor's signature, and the acknowledgment of the signature. Such copies are true and correct copies of the original pages and the omitted pages of the Trust Declaration deal only with other administrative provisions and dispositive provisions which are held to be confidential.
6. The Trust is revocable, and Settlor may revoke the Trust.
7. The Trust identification number is [REDACTED] 6841.
8. Except as provided in paragraph 9 hereinbelow, title to trust assets should be taken as follows:  
  
DIAN WITTRY, Trustee of THE DIAN WITTRY REVOCABLE INTER VIVOS TRUST (dated April 5, 1996).
9. Title to bank and savings accounts, certificates of deposit, money market accounts and other investment accounts may be taken as follows:  
  
DIAN WITTRY, Trustee U/D/T 4/5/96.
10. Anyone dealing with the Trustee or successor Trustee may rely on this Declaration and the attached pages, need not inquire into any other pages, and may assume no revocation or amendment or change in the Trusteeship, in the absence of actual knowledge to the contrary.

**385255**

**BK 0496 PG 1990**

11. This Certification of Trust is being signed by the currently acting Trustee of the Trust.

I declare under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct.

DATED: 4-5-96

*Dian Wittry*  
DIAN WITTRY, Settlor

*Barbara L. Lanier*  
BARBARA L. LANIER  
Attorney for Settlor

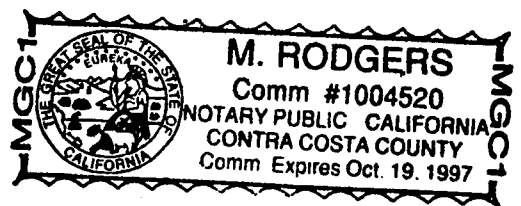
STATE OF CALIFORNIA            }  
  }ss  
COUNTY OF CONTRA COSTA    }

On April 5, 1996 before me, M. RODGERS, Notary Public,  
personally appeared DIAN WITTRY and BARBARA L. LANIER,

[ ] personally known to me -OR- [X] 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.

WITNESS my hand and official seal.

*M. Rodgers*  
Notary's Signature



**THE**  
**DIAN WITTRY**  
**REVOCABLE INTER VIVOS TRUST**

(Dated: April 5, 1996)

**I**  
**DECLARATION OF TRUST**

DIAN WITTRY (referred to in this Declaration as the "Settlor" or the "Trustee", depending on the context) declares that she has set aside and holds in trust the property described in Schedule A, which is attached to this Instrument.

**II**  
**TRUST ESTATE**

All property subject to this trust at any time is sometimes referred to herein as the "Trust Estate," and shall be held, administered and distributed according to this instrument.

**III**  
**POWER TO AMEND AND REVOKE**

**A. During Settlor's Lifetime:**

(1) Amendment: During the lifetime of Settlor, this Trust may be amended at any time by written instrument signed by the Settlor.

(2) Revocation: During the lifetime of Settlor, this Trust may be revoked in whole or in part by the Settlor. The power of revocation shall be exercised by written notice delivered to the Trustee. In the event of such revocation, the revoked portion shall revert to the separate estate of the Settlor.

**B. Disability of Settlor:** All of Settlor's powers to amend and revoke are personal to Settlor and, in the event of disability, may be exercised on Settlor's behalf only by a conservator with Court approval, or by a person acting under the Uniform Durable Power of Attorney Act.

**C. After Death of Settlor:** After the death of Settlor, no trust established by this Declaration may be amended or revoked, except as may be authorized by a power of appointment expressly conferred by the terms of the trust.

principal assets then held in said beneficiary's Trust. When the beneficiary attains the age of thirty-five (35), the Trustee shall distribute to the beneficiary all of the remaining property retained in Trust for his or her benefit, and the Trust shall terminate.

E. If a minor beneficiary dies before attaining the age of eighteen (18), the property retained for him or her shall be distributed, subject to the provisions of this article, to the beneficiary's issue, or if there is none, then to the beneficiary's siblings, in equal shares, or if there are none, then equally to the Settlor's then living issue by right of representation, and any portion of the estate to be distributed to a person under the age of twenty-five (25) shall be added to his or her Trust and administered according to the provisions hereinbefore set forth.

### VIII GENERAL TRUSTEE PROVISIONS

#### A. Successor Trustees:

(1) During Settlor's Lifetime: During Settlor's life, Settlor shall act as Trustee of this revocable trust. If for any reason, Settlor should be unable to act as Trustee, then she shall have the power to appoint by written instrument a new or successor Trustee. If she should be unable to act as Trustee and fails to appoint a successor Trustee, Settlor's son **VAUGHN JOHN WITTRY** shall act as successor Trustee. If for any reason he should be unable to act as Trustee, then Settlor's daughter **CHARMIAN WITTRY GEYTON** shall act as Trustee. Settlor shall be deemed unable to act as Trustee if so certified in writing by two licensed physicians not related by blood or marriage to the Settlor or to any beneficiary of this Trust, and **VAUGHN JOHN WITTRY** shall then act as successor Trustee.

(2) Upon Death of Settlor: Settlor's son, **VAUGHN JOHN WITTRY** shall act as Trustee after the death of Settlor. If for any reason he should be unable to act as Trustee, then he shall have the power to appoint by written instrument a new or successor Trustee. If he should be unable to act as Trustee, and fails to appoint a successor Trustee, then Settlor's daughter **CHARMIAN WITTRY GEYTON** shall act as Trustee.

(3) Child's Trust: If a child's trust comes into being under the allocation provisions of Part VII D hereunder, **VAUGHN JOHN WITTRY** shall act as Trustee thereof. If he should be unable to act as Trustee, then the **MECHANICS BANK TRUST DEPARTMENT** shall act as Trustee thereof.

#### B. General Provisions as to Trustee:

No bond shall be required of the individual Trustees named in this instrument.

Any successor Trustee shall succeed as Trustee with like effect as though originally named as such herein. All authority and powers conferred upon the original Trustee hereunder shall pass to any successor Trustee.

Any Trustee may resign at any time upon giving written notice thirty (30) days before such resignation shall take effect to the Settlor, to the Settlor's personal representative, if any, to the successor Trustee, or in the event that Settlor is deceased, then to all adult beneficiaries and to the guardians, conservators, or other fiduciaries of the estates of any minor or incompetent beneficiaries who may then be receiving or entitled to receive income hereunder. The resigning Trustee shall transfer and deliver to his successor the then entire Trust Estate, and shall thereupon be discharged as Trustee of this trust and shall have no further powers, discretion, rights, obligations, or duties with reference to the Trust Estate, and all such powers, discretion, rights, obligations, and duties of the resigning Trustee shall inure to and be binding upon such successor Trustee(s).

C. Compensation of Trustee:

The individual Trustee shall be entitled to pay himself or herself reasonable compensation from time to time without prior court approval for services rendered hereunder as Trustee. A successor corporate Trustee, if any, shall be entitled to reasonable compensation as provided for under the law for its services hereunder, subject to prior court approval. For purposes of this paragraph a Successor Trustee's annual fee in the sum of one and a half percent (1½%) of the first \$100,000.00 of Trust Assets and one percent (1%) of those Trust Assets exceeding \$100,000.00 shall be deemed reasonable per se.

The Trustee shall keep all the accounts and records of the trusts created herein and annually, or oftener, shall render to the Settlor, and to the successor beneficiaries who are currently entitled to receive income, statements showing all receipts, disbursements, and investment transactions.

D. Accounting by Trustee:

The Trustee shall keep all the accounts and records of the trusts created herein and annually, or oftener, shall render to the Settlor, and to the successor beneficiaries who are currently entitled to receive income, statements showing all receipts, disbursements, and investment transactions.

E. Liability of Trustee:

No Trustee shall be liable for any mistake or error in judgment in the administration of the trusts herein created, except for such Trustee's willful misconduct. No successor Trustee shall be responsible in any way for any acts or omissions of any previous Trustee, and need not audit or otherwise inquire

into the accounts, acts, or omissions of any predecessor. A successor Trustee shall be chargeable only for those assets held by a predecessor in a fiduciary name, or actually known of by the successor Trustee.

## IX POWERS OF TRUSTEE

To carry out the purposes of any trust created under this Declaration and subject to any limitations otherwise specifically provided, the Trustee is vested with the following express powers with respect to each trust and any part of it, in addition to those powers now or hereafter conferred by law:

(1) To sell (for cash or on credit), convey, hypothecate, exchange, mortgage, purchase, and retain assets, to improve, alter, lease (including for periods beyond the duration of a trust), partition and otherwise deal with and manage trust property, real and personal, and to invest and reinvest in preferred or common stocks, bonds, mortgages, investment company shares, money market and mutual (including index) funds, common trust funds maintained by a successor corporate Trustee, if any, interest-bearing accounts, and any other property, real or personal, foreign or domestic.

Notwithstanding the foregoing, in exercising these powers the Trustee is not bound by legal restrictions on investment by Trustees, and may acquire, retain or improve assets on any reasonable basis despite the normal duty of Trustees to diversify investments or to avoid or dispose of those that are unproductive, underproductive, or of a wasting or underproductive nature.

(2) To receive additional property from any source and to acquire or hold properties jointly or in undivided interests or in partnership (or joint venture) with other persons or entities, including the Settlor, the Trustee individually and any one or more of the beneficiaries of this Declaration and the estates of and other trusts established by the Settlor or any beneficiaries; and properties may be purchased from, sold to or exchanged with, and funds may be borrowed from or loaned to, the Trustee, any beneficiary, estates and trusts (including separate trusts under this Declaration) at fair values and on fair and equitable terms appropriate to the Trustee's fiduciary responsibilities.

(3) To enter, continue or participate in the operation of any business or other enterprise, including as a sole proprietor, as a general or limited partner, or as a shareholder, and to incorporate, liquidate, reorganize, or otherwise change the form or terminate the operation of the business or enterprise, and contribute capital or loan money to the business or enterprise.

(4) To acquire, exercise, grant, or dispose of option, put and call options (including the granting of options to purchase and sell securities), on equity, non-equity or currency options,



common trust funds and other property of any kind, real or personal on margin or otherwise (including short sales), irrespective of any statute or rule of law limiting the investment of trust assets, and to acquire, exercise, grant or dispose of privileges or rights with respect to securities or other property including but not limited to rights to vote, grant proxies, subscribe, convert, or assent to, or participate in compromises, releases, renewals or extensions, modifications, reorganizations, recapitalization, consolidations, liquidations and the like, and to abandon or otherwise deal with any property or interests in any manner deemed to be in the best interest of the trust or trusts.

(5) To lease trust property for terms within or beyond the term of the trusts and for any purpose, including exploration for removal of gas, oil and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

(6) To prosecute, defend, contest, or otherwise litigate legal actions or other proceedings for the protection or benefit of a trust or trusts or the Trustees; to pay, compromise, release, adjust or submit to arbitration any debt, claim or controversy; and to insure the trust or trusts against any risk and the Trustee against liability with respect to third persons.

(7) To acquire and maintain insurance on the lives of beneficiaries; and with respect to any policies on the life of a Settlor or a beneficiary to pay premiums, assessments or other charges, to keep policies in force, and to convert or divide any policy that may be held with other trusts, the Settlor or beneficiaries. The Trustee shall be under no duty to pay premiums or otherwise maintain life insurance policies not owned by the Trustee, or to keep informed or take action to keep such policies in force. The Trustee shall collect sums payable to the trust, trusts, or Trustee under any insurance policies, pension plans, or other contracts, upon receipt of actual notice of a death or other event upon which such right of payment arises; and the Trustee shall have the power to take such action as he deems appropriate to enforce any claims of the Trust Estate under such policy, plan or contract and to compromise, arbitrate, or otherwise settle such claims, all at the expense of the Trust Estate but with no obligation on the Trustee to incur expenses or liabilities that cannot be paid from trust funds or for which the Trustee has no assurance of indemnification.

(8) To employ, discharge, and compensate from the trust accountants, lawyers, investment and tax advisers, agents, and others to aid or assist in the management, administration, and protection of the Trust Estate or estates.

(9) To hold property in the name of a nominee, or unregistered or in a manner that will allow title to pass by delivery or will otherwise facilitate proper administration; and to allow the Settlor individually to sign and issue checks and to withdraw funds from checking or savings accounts directly, if and

to the extent the funds are subject to the Settlor's power of revocation.

(10) Except as otherwise specifically provided, the determination of all matters with respect to what is principal and income of the trust and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Principal and Income Law from time to time existing, or in the Trustee's reasonable discretion to the extent the law is unclear.

(11) To make divisions, allocations (including to independent shares) or distributions in cash or in kind, including in undivided interests, by prorata or non-prorata division, or in any combination of these ways (with no obligations to take account of the tax basis of the assets) in the discretion of the Trustee; and there need be no physical division or segregation of various properties, trust or trust shares, except as required for purposes of terminations, withdrawals or distributions, although separate records and accounts shall be maintained for undivided interests and for separate trusts and shares of the trust or trusts.

(12) Where the Trustee is authorized hereunder to distribute any income or principal to or use or expend any income or principal for a minor, or an incompetent person, such distribution may, at the sole discretion of the Trustee, be made to such beneficiary, directly or to any person having actual custody of such beneficiary, without intervention of a guardian or conservator, or the Trustee may expend the income or principal for the benefit of such beneficiary or distribute it to a guardian or conservator; in each case the receipt of such person to whom payment is made or entrusted shall be a complete discharge of the Trustee in respect thereof, but the Trustee may, in his discretion, require such reports and take such steps as he deems necessary to assure and enforce the due application of such income or principal to the purposes aforesaid.

(13) To combine one trust established herein with any other trust or trusts having the same inclusion ratio, including trusts established (during life or at death) by Settlor or any or her issue; and the Trustee may establish separate shares in a combined trust if and as needed to preserve the rights and protect the interests of the various beneficiaries if the trusts being combined do not have identical terms or if separate shares are otherwise deemed desirable by the Trustee. Similarly, the Trustee shall have sole discretionary authority to subdivide separate or separable shares of a single trust into separate trusts. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority the Trustee may take account of efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and their beneficiaries, the need or desirability of having the

same or different trustees for various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions.

(14) Except when specifically restricted, the Trustee shall have the power to retain, purchase, or otherwise acquire unproductive property.

(15) Settlor expressly exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith.

X

**GENERAL ADMINISTRATIVE PROVISIONS**

The following general provisions shall govern the operation and administration of all trusts created in this Declaration:

A. Interpretation of Trust:

(1) The masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

(2) The construction of this Trust shall be in accordance with California statutory and decisional law in effect on the date of execution of this Trust; any amendment to this Trust shall be construed under California Statutory and decisional laws in effect on the date such amendment is executed, unless otherwise stated in such amendment.

(3) Captions and paragraph headings used herein are for convenience only and are not a part of this Trust and shall not be used in construing it.

B. No-Contest Clause:

If any beneficiary or beneficiaries of this Declaration of Trust shall contest this Declaration or in any manner attempt to have it or any of the Trust or beneficial interests created by it declared invalid, such person or persons shall receive no benefits from or interests under this Declaration, and the Trust herein established shall be administered and distributed as if such person or persons had died before the Settlor; provided, however, that nothing in this paragraph shall apply to the Settlor. The Trustee is hereby authorized to defend, at the expense of The Trust, any contest or other attack of any nature on this Trust or any of its provisions.

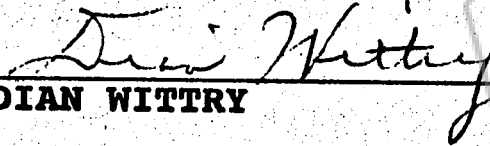
C. Revised Uniform Principal and Income Act To Govern:

Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and

**K. Severability Clause:**

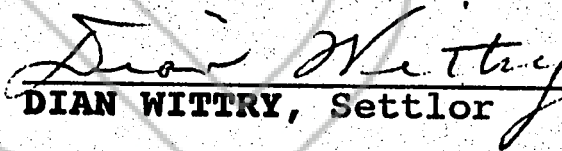
If any provision of this Declaration is invalid or unenforceable, the remaining provisions shall nevertheless be carried into effect.

Executed at El Cerrito, California, this 5th day of April, 1996.

  
\_\_\_\_\_  
DIAN WITTRY

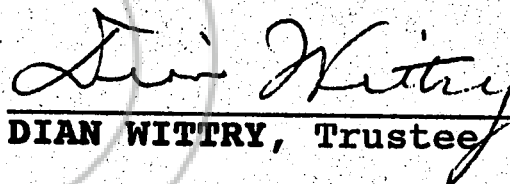
**DECLARATION OF SETTLOR**

I hereby certify that I have read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustee. I approve the Declaration of Trust in all particulars, and the Trustee has executed and accepted this Trust at my request.

  
\_\_\_\_\_  
DIAN WITTRY, Settlor

**ACCEPTANCE OF TRUSTEE**

I hereby certify that I have read the foregoing Declaration of Trust and that I accept the appointment as Trustee thereof.

  
\_\_\_\_\_  
DIAN WITTRY, Trustee

