

49-

Assessor's Parcel Number: N/A

Recording Requested By:

Name: ROWE HALES YTURBIDE, LLP

Address: 1638 ESMERALDA AVENUE

City/State/Zip MINDEN, NV 89423

Real Property Transfer Tax: \$ n/a

DOC # 0804459  
06/21/2012 04:18 PM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
ROWE & HALES

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 11 Fee: 49.00  
BK-0612 PG- 4854 RPTT: 0.00



Certificate of Incumbency, Certificate of Trust,  
Abstract of Powers and Designation of Successor  
Trustee

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)  
*This cover page must be typed or legibly hand printed.*

**CERTIFICATE OF INCUMBENCY, CERTIFICATE OF TRUST,  
ABSTRACT OF POWERS  
AND DESIGNATION OF SUCCESSOR TRUSTEES**

I, Jerald L. Daugherty, hereby declare:

1. That I am the successor trustee of the Daugherty Family Trust dated May 13, 1998, which was restated on June 8, 2005.
2. That Edith H. Daugherty, Settlor and sole surviving Trustor is now deceased. A certified copy of her Death Certificate is attached hereto as Exhibit A.
3. Upon the death of Edith H. Daugherty the Trust became irrevocable.
4. That under the terms of the Daugherty Family Trust dated May 13, 1998, as restated on June 8, 2005, I am the successor trustee and now the incumbent trustee.
5. As successor trustee I am vested with the powers concerning the management of trust property as set forth in the trust and any powers now or hereafter confirmed by the state of Nevada. The relevant portions of the trust pertaining to trustee powers is attached as Exhibit B and by reference incorporated herein.
6. Should I, Jerald L. Daugherty, resign or be unable because of death, incompetency or for any cause fail to serve as trustee, then Valora L. Bell shall serve as successor trustee. All rights and powers of the trustee shall be vested in the successor trustee upon resignation, death or incompetency of the trustees.
7. Pursuant to NRS 239B.030(4), I affirm that this instrument **does** contain a social security number, as set forth in the attached Certificate of Death.

8. I declare under penalty of perjury that the foregoing statements are true and correct and that the Daugherty Family Trust dated May 13, 1998, as restated on June 8, 2005, is in full force and effect and has not been revoked or amended as of the date of this Certificate of Incumbency, Certificate of Trust, Abstract of Trust Powers and Designation of Successor Trustees, in such a manner that would make the representations contained in this certificate incorrect.

9. The signature in this document is that of the currently acting Trustee.

Dated this 16 day of June, 2012.

  
Jerald L. Daugherty

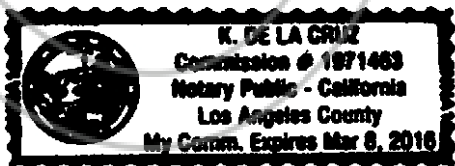
STATE OF NEVADA )  
 ) : SS  
COUNTY OF DOUGLAS )

On \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jerald L. Daugherty, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Kd.

\_\_\_\_\_  
Notary Public

State of California  
County of Los Angeles  
On June 16, 2012 before me, K. De La Cruz, Notary Public,  
personally appeared Jerald L. Daugherty  
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: K. De La Cruz





COPY

**Exhibit A**

**STATE OF NEVADA**  
**CERTIFICATION OF VITAL RECORD**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF HEALTH**  
**VITAL STATISTICS**  
**CERTIFICATE OF DEATH**

2012001298  
STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK	1a DECEASED-NAME (FIRST,MIDDLE,LAST,SUFFIX) <b>Edith H DAUGHERTY</b>			2. DATE OF DEATH (Mo/Day/Year) <b>January 13, 2012</b>		3a COUNTY OF DEATH <b>Douglas</b>	
	3b CITY, TOWN, OR LOCATION OF DEATH <b>Gardnerville</b>		3c HOSPITAL OR OTHER INSTITUTION -Name(If not either, give street and number) <b>Riverview Manor</b>		3e If Hosp or Inst, indicate DOA, OP/Emer Rm Inpatient(Specify) <b>Inpatient</b>		4 SEX <b>Female</b>
IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS	5 RACE White (Specify)	6 Hispanic Origin? Specify No - Non-Hispanic	7a AGE-Last birthday (Years) <b>84</b>	7b UNDER 1 YEAR MOS	7c UNDER 1 DAY DAYS	7d UNDER 1 DAY HOURS	7e UNDER 1 DAY MINS
	8. DATE OF BIRTH (Mo/Day/Yr) <b>November 20, 1927</b>		9a STATE OF BIRTH (If not U S A, name country) <b>Utah</b>	9b CITIZEN OF WHAT COUNTRY <b>United States</b>	10 EDUCATION <b>12</b>	11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) <b>Widowed</b>	
PARENTS	13. SOCIAL SECURITY NUMBER		14a USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even If Retired) <b>Homemaker</b>		14b KIND OF BUSINESS OR INDUSTRY <b>Own Home</b>		Ever in US Armed Forces? <b>No</b>
	15a RESIDENCE - STATE <b>Nevada</b>	15b COUNTY <b>Douglas</b>	15c CITY, TOWN OR LOCATION <b>Gardnerville</b>	15d STREET AND NUMBER <b>1976 Sorrel Lane</b>		15e INSIDE CITY LIMITS (Specify Yes or No) <b>Yes</b>	
DISPOSITION	16. FATHER/PARENT - NAME (First Middle Last Suffix) <b>Peter TRYFONAS</b>			17 MOTHER/PARENT - NAME (First Middle Last Suffix) <b>Evelyn KIRKWOOD</b>			
	18a INFORMANT- NAME (Type or Print) <b>Claudette SPRINGMEYER</b>		18b MAILING ADDRESS (Street or R F D No, City or Town, State, Zip) <b>P. O. Box 1059 Minden, Nevada 89423</b>				
TRADE CALL	19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) <b>Cremation</b>		19b CEMETERY OR CREMATORY - NAME <b>Fitzhenry's Crematory</b>		19c LOCATION City or Town State <b>Carson City Nevada 89701</b>		
	20a FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) <b>JAMES SMOLENSKI</b> <i>SIGNATURE AUTHENTICATED</i>		20b FUNERAL DIRECTOR LICENSE <b>217</b>	20c. NAME AND ADDRESS OF FACILITY <b>FitzHenry's Carson Valley Funeral Home</b> <b>1380 Highway 395 N Gardnerville NV 89410</b>			
CERTIFIER	21a To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) <b>ROBERT J FLIEGLER M.D.</b> <i>SIGNATURE AUTHENTICATED</i>						22a On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title)
	21b. DATE SIGNED (Mo/Day/Yr) <b>January 30, 2012</b>		21c HOUR OF DEATH <b>08:00</b>		22b. DATE SIGNED (Mo/Day/Yr)		22c HOUR OF DEATH
REGISTRAR	21d NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		22d. PRONOUNCED DEAD (Mo/Day/Yr)		22e. PRONOUNCED DEAD AT (Hour)		
	23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) <b>Robert J Fliegler M.D. 206 N Curry Street Carson City, NV 89703</b>					23b. LICENSE NUMBER <b>9310</b>	
CAUSE OF DEATH	24a REGISTRAR (Signature) <b>NICOLE SHORE</b> <i>SIGNATURE AUTHENTICATED</i>		24b DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) <b>January 31, 2012</b>		24c. DEATH DUE TO COMMUNICABLE DISEASE <b>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></b>		
	25 IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c))						Interval between onset and death
CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST	PART I						
	(a) <b>Sepsis</b>						
DUE TO, OR AS A CONSEQUENCE OF					Interval between onset and death		
(b) <b>Rectovesical Fistula</b>							
DUE TO, OR AS A CONSEQUENCE OF					Interval between onset and death		
(c) <b>Unknown Etiology</b>							
DUE TO, OR AS A CONSEQUENCE OF					Interval between onset and death		
(d)							
PART II OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in Part I					28 AUTOPSY (Specify Yes or No) <b>No</b>		
28a. ACC., SUICIDE, HOM., UNDET. OR PENDING INVEST. (Specify)		28b DATE OF INJURY (Mo/Day/Yr)	28c HOUR OF INJURY	28d DESCRIBE HOW INJURY OCCURRED			
28e INJURY AT WORK (Specify Yes or No)		28f PLACE OF INJURY- At home, farm, street, factory, office building, etc (Specify)		28g LOCATION STREET OR R.F.D. No.	CITY OR TOWN	STATE	

STATE REGISTRAR



BK- 0612  
PG- 4858  
0804459 Page: 5 Of 11 06/21/2012

VRS-Rev-20110104

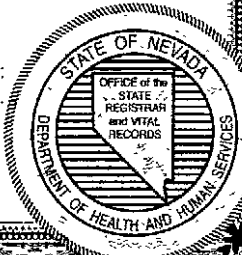
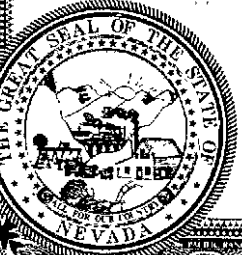
CERTIFIED COPY OF VITAL RECORDS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the State Registrar and Vital Records

DATE ISSUED: 01/31/2012

*Robert J Fliegler*  
STATE REGISTRAR  
*SIGNATURE AUTHENTICATED*

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



COPY

**Exhibit B**

**\*\*\* ARTICLE FOUR \*\*\***  
**TRUSTEE(S)' POWERS**

**A. MANAGEMENT OF TRUST PROPERTY:**

With respect to property governed by any trust created under this agreement, except as otherwise specifically provided in this trust, the trustee(s) shall have all the rights, powers and authority to deal with and manage the assets of this trust that an individual owner would have if there was no trust and the trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the trustee(s) of the trust. This includes all powers now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust. Any expenditure involved in the exercise of the trustee(s)' powers shall be borne by the trust.

Trustee(s)' powers shall include, but shall not be limited to, the following powers:

1. To sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property, and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the trust for any purpose; to enter into covenants and agreements relating to the property so leased or any improvements which may be erected on such property.
2. To abandon or retain underproductive or nonproductive assets, and to invest and reinvest the trust funds in such property as the trustee(s), in the exercise of reasonable business judgment, may deem advisable, including stock of the trustee(s) and investments in any common trust fund now or hereafter established by trustee(s), except in regard to marital deduction property, in which case the surviving spouse shall have the power to direct the trustee(s) to make the property income producing.
3. To deal with itself or affiliates, to borrow money for any purpose; to place, replace, renew or extend any encumbrance upon any trust property by mortgage, deed of trust, pledge or otherwise, regardless of the purpose of any such action.
4. To establish lines of credit and to guarantee any and all loans made to the grantor(s) regardless of the purpose of the loan.
5. To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and, in connection therewith, to deposit securities with and transfer title and all rights and responsibilities to any protective or other committee as the trustee(s) may deem advisable.

BK- 0612  
PG- 4860  
Page: 7 Of 11 06/21/2012  
0804459

6. To acquire or dispose of an asset for cash or on credit, at public or private sale, and to exchange, partition, change the character of or abandon a trust asset or any interest herein.
7. To make improvements, alterations, or ordinary or extraordinary repairs of buildings or other trust property; to demolish any improvements; and to raze existing or erect new party walls or buildings.
8. To subdivide, develop or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements for public use without consideration; and to create restrictions, easements or other servitudes.
9. To grant an option involving disposition of a trust asset, or to take an option for the acquisition of any asset.
10. To vote a security, in person or by general or limited proxy.
11. To pay calls, assessments and any other sums chargeable or accruing against or on account of securities.
12. To sell or to exercise or not exercise, as the trustee(s) may deem advisable, any subscription, conversion or other rights or options which may at any time attach to, belong to or be given to the holders of any stocks, bonds, securities or other instruments in the trust estate.
13. To engage in covered call writing.
14. To buy, sell and trade in securities of any nature.
15. To hold a security in the name of a nominee or in any other form without disclosure of the trust, so that title to the security may pass by delivery, but the trustee(s) shall be liable for any act of the nominee in connection with the security so held.
16. To insure the assets of the trust against damage or loss, and the trustee(s) against liability with respect to third persons.
17. To advance money for the protection of the trust and for all expenses, losses and liabilities sustained in the administration of the trust or because of the holding or ownership of any trust assets. Thereon, the trustee(s) shall have a lien on the trust assets for any such advances.
18. To pay or contest any claim; to settle a claim by or against the trust by compromise, arbitration or otherwise; to release, in whole or in part, any claim belonging to the trust to the extent that the claim is uncollectible; and to institute, compromise and defend actions and proceedings.

BK- 0612  
PG- 4861  
0804459 Page: 8 Of 11 06/21/2012



19. To commence or defend litigation with respect to the trust or any property of the trust estate as trustee(s) may deem advisable and to employ such counsel as the trustee(s) shall deem advisable for that purpose.
20. To enforce any mortgage, deed of trust or pledge and, at any sale under any mortgage, deed of trust or pledge, to bid and purchase, at the expense of the trust, any property subject to any such security instrument.
21. To pay taxes, assessments, any compensation of trustee(s) as allowed under other provisions of this Declaration of Trust and other reasonable expenses incurred in the collection, care, administration and protection of the trust.
22. To continue or participate in any business or other enterprise and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.
23. To pay the debts of grantor(s), the cost of any final illnesses of grantor(s), and the cost of grantor(s)' funerals and final disposition, and to authorize any actions necessary to arrange for grantor(s)' funerals and final disposition.
24. To appoint a general or special agent to act on trustee(s)' behalf. Any power of attorney the trustee(s) create pursuant to this power shall cease when the appointing trustee(s) cease to act as trustee(s).
25. After the death of both grantor(s), upon any division or partial or final distribution of the trust estate, the trustee(s) shall have the power to partition, allot and distribute the trust estate in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustee(s), and to sell such property as the trustee(s) consider necessary to make such division or distribution. The trustee(s) may make non pro rata divisions between beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value.
26. The trustee(s) shall have the power to deal with governmental agencies; to make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, and any other government resources and community support services available. The trustee(s) shall have the power to explore and implement legally acceptable Medicaid planning strategies and options to plan and accomplish asset preservation if a grantor needs long-term health and nursing care.
27. If the estate of either grantor is probated and the estate(s) do not contain sufficient funds with which to pay legally enforceable debts and expenses, the personal representative(s) of the respective estate shall have the right to request that the trustee(s) of this trust distribute to the estate(s) an amount necessary to satisfy the legally enforceable debts and expenses, and the trustee(s) are authorized, in the sole discretion of the trustee(s), to distribute funds to the estate for said debts and expenses, except that the trustee(s) shall make no payment from assets, such as life insurance proceeds, that would otherwise be immune from creditors' claims.

BK- 0612  
PG- 4862  
0804459 Page: 9 Of 11 06/21/2012

28. A beneficiary may disclaim all or any part of said beneficiary's interest in any property distributable to the beneficiary provided the disclaimer is made in accordance with the requirements for a disclaimer pursuant to I.R.C. § 2518. In addition, property passing to the trustee(s) of any trust under this trust agreement may be disclaimed by trustee(s) without court approval or approval of beneficiaries.
29. The trustee(s) shall have the power to permit any beneficiary to use any tangible personal property held as an asset of a trust without incurring liability to the trustee(s) or the beneficiary(ies) for damage to, or consumption or loss of, such property.
30. The trustee(s) are authorized to divide any trust, whether existing or to be established, into two or more separate smaller trusts, without any requirement for said trusts to be equal in value, and without any requirement for discretionary distributions to be made proportionally among said trusts, whenever the trustee(s) believe such division may achieve desirable tax results for the trust or its beneficiaries, promote easier administration or otherwise be in the best interests of the trust or its beneficiaries. Upon termination of any separate smaller trust, the trustee(s) are authorized to distribute from any one such trust to any beneficiary in proportions/amounts as the trustee(s) consider desirable so long as distribution from all such separate smaller trusts would, if such trusts were a single trust, satisfy the provisions governing the trust before its division.
31. The trustee(s) may appoint one or more outside investment managers to provide discretionary investment management of all or part of the trust's property, and may delegate investment authority to such managers with respect to the trust property committed to manager's discretion. The trustee(s) may compensate any such investment manager for its services without reduction of the trustee(s)' compensation. Any such delegation shall be evidenced by an investment advisory agreement or similar document.
32. In the event any corporate trustee(s) shall merge, consolidate with, sell, or transfer substantially all of its business assets to another corporation, state or federal, the corporation resulting from such merger or consolidation of the corporation to which it is converted or to which such sale or transfer shall be made, shall hereupon become the trustee(s) hereunder with the same effect as though originally named.
33. Any expense incurred by the trustee(s) under this Article may be charged against income or principal as the trustee(s) shall determine in a fair and equitable manner to the extent the allocation is not covered by statute.
34. The trustee(s) are authorized, in the trustee(s)' absolute discretion, with respect to environmental issues that may arise with respect to any property, real or personal, at any time held under any provision of this trust agreement and without authorization by any court and in addition to any other rights, powers, authority

BK- 0612  
PG- 4863  
0804459 Page: 10 Of 11 06/21/2012

and privileges granted by any other provision of this trust agreement or by statute or general rules of law:

- a. To use or expend the trust income and principal to (1) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulations thereunder; (2) take all appropriate remedial action to contain, cleanup or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to regulations thereunder; (3) defend, settle, or act upon legal proceedings brought about by any local, state, federal or foreign agency concerned with environmental law or regulations thereunder; (4) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (5) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.
- b. To disclaim, in whole or in part, any interest in property for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state, local or foreign environmental law.
- c. The trustee(s) shall not be liable for any loss or depreciation in value sustained by the trust as a result of the trustee(s) retaining any property upon which there is later discovered to be hazardous materials or substances requiring action pursuant to any federal, state, local or foreign environmental law, unless the trustee(s) contributed to the loss or depreciation in value through willful default, willful misconduct or gross negligence.
- d. Notwithstanding any provision in this trust agreement to the contrary, the trustee(s) may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the trustee(s) against any claims filed against the trustee(s) as "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as subsequently amended from time to time or against any regulation thereof.

BK- 0612  
PG- 4864  
0804459 Page: 11 Of 11 06/21/2012