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APN: 1318-22-002-013

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OFFICIAL RECORDS

Requested By  
ROBIN C BEAVER LAW OFFICES

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 14 Fee: \$ 27.00  
Bk: 0114 Pg: 4580



Deputy: gb

### AFFIDAVIT - CHANGE OF TRUSTEE

California Probate Code §18105

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF SACRAMENTO )

I, LINDA M. HESS, of legal age, being first duly sworn, deposes and says:

1. The Trust known as the JOANNE B. BURPO SEPARATE PROPERTY REVOCABLE TRUST executed on November 21, 2000 is a valid and existing trust.
2. The name of the Settlor of the Trust is JOANNE B. BURPO.
3. The names of the previous Trustees of the Trust are JOANNE B. BURPO and LINDA M. HESS.
4. I am the sole currently acting successor Trustee.
5. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.
6. The legal description of the real property located in the COUNTY OF DOUGLAS, in the STATE OF NEVADA is attached hereto as Exhibit "A".
7. I became the sole successor Trustee by reason of incompetency of JOANNE B. BURPO.
8. Attached as Exhibit "B" is a copy of the excerpt of the original Trust agreement, any amendments thereto, and other supporting documentation pertaining to the succession of the undersigned as the successor Trustee.

**JOANNE B. BURPO SEPARATE PROPERTY REVOCABLE TRUST dated November 21, 2000**

Date: 1-10-14 By: Linda M. Hess  
LINDA M. HESS, Trustee

#### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF SACRAMENTO )

Subscribed and sworn to (or affirmed) before me on this 10<sup>th</sup> day of JANUARY, 2014, by

LINDA M. HESS, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Martha H. McGrath

Notary Public in and for Said State

Recording Requested By & When Recorded Mail To:  
LAW OFFICE OF ROBIN C. BEVIER  
A Professional Law Corporation  
2479 Sunrise Blvd., Gold River, CA 95670

Mail Tax Statements To:  
Linda M. Hess, Trustee  
18 Bisquaine St., Laguna Niguel, CA 92677



VERIFICATION (UNSWORN STATEMENT - CODE OF CIVIL PROCEDURE 2015.5)

I declare under penalty of perjury under the laws of the State of California [that I am the declarant in the foregoing notice,] that I have read the foregoing notice and know the contents thereof, and that the facts stated therein are true.

Dated: 1-10-14

Signed: *Linda M Hess*  
LINDA M. HESS

C O R P

EXHIBIT "A"

The real property located in the County of DOUGLAS, in the State of NEVADA, more particularly described as follows:

COMMENCING at the point on the West side of the highway right-of-way line created by the deed recorded in Book "U" of Deeds, Page 110, Douglas County, Nevada Records, said point being described as bearing South 60 degrees 13 minutes 00 seconds West a distance of 127.20 feet from the section corner common to Sections 22, 23, 26 and 27 in Township 13 North Range 10 East MBD&M; thence North 61 degrees 00 minutes 00 seconds West a distance of 350.00 feet; thence North 18 degrees 24 minutes 08 seconds East a distance of 198.04 feet; thence South 61 degrees 00 minutes 00 seconds East a distance of 175.68 feet to the point of beginning; thence continuing South 61 degrees 00 minutes 00 seconds East a distance of 200 feet to the point on the West side of the highway right-of-way line; thence, Southerly curving to the right along the Westerly side of said highway right-of-way line with a radius of 2460 feet an arc distance of 87.5 feet to a point; thence North 61 degrees 00 minutes 00 seconds West a distance of 186.1 feet; thence North 18 degrees 24 minutes 08 seconds East a distance of 12.73 feet; thence North 61 degrees 00 minutes 00 seconds West a distance of 12.36 feet; thence North 24 degrees 26 minutes 47 seconds West a distance of 75.00 feet, more or less, to the point of beginning.

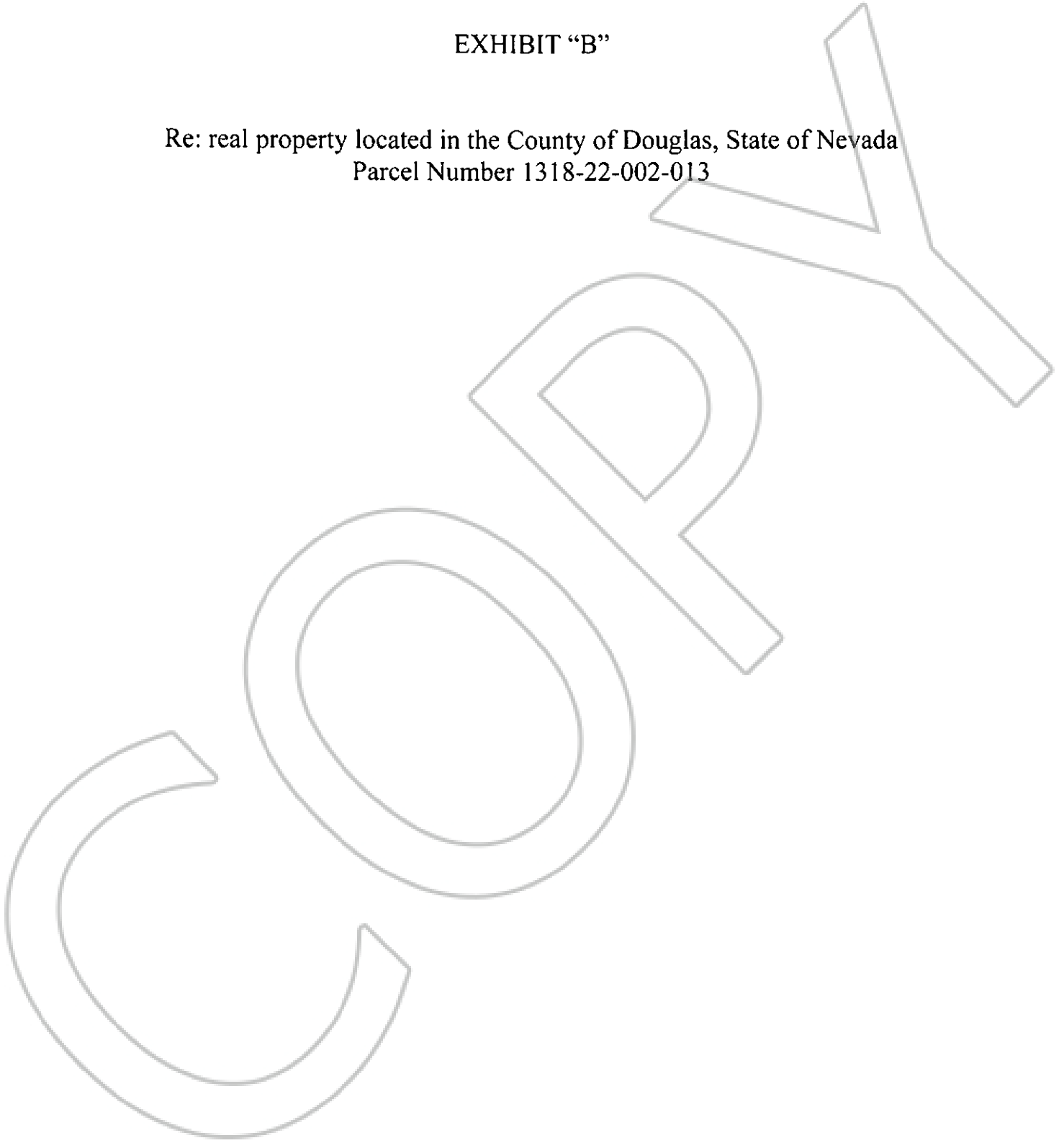
TOGETHER with the tenements, hereditaments and appurtenances thereto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

**APN: 1318-22-002-013**

PER NRS 111.312, this legal description was previously recorded at Document Number 0807235 on 08/09/2012.

EXHIBIT "B"

Re: real property located in the County of Douglas, State of Nevada  
Parcel Number 1318-22-002-013



THIRD AMENDMENT TO TRUST RESTATEMENT

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The undersigned, JOANNE B. BURPO, Settlor of the JOANNE B. BURPO SEPARATE PROPERTY REVOCABLE TRUST dated November 21, 2000, and pursuant to the provisions of Article IV of the Trust Agreement, hereby amends the Trust Agreement as follows:

FIRST

Article V shall be amended in its entirety as follows:

"V.

SUCCESSOR TRUSTEES

"Effective upon the execution of this amendment, the Settlor's daughter, LINDA M. HESS is appointed to act as Co-Trustee with JOANNE B. BURPO.

If either of JOANNE B. BURPO or LINDA M. HESS ceases to act as a Co-Trustee, then the remaining Trustee shall act as sole Trustee.

While JOANNE B. BURPO and LINDA M. HESS are acting as Co-Trustees, either one of them is authorized to act alone and independently bind the trust in any transaction."

SECOND

In all other respects, the JOANNE B. BURPO SEPARATE PROPERTY REVOCABLE TRUST dated November 21, 2000, shall remain in full force and effect.

EXECUTION

This Third Amendment to Trust Agreement is executed this 6th day of July, 2012 at Sacto, California.

Joanne B. Burpo.  
JOANNE B. BURPO

ACCEPTANCE

The undersigned, Co-Trustees of the trust, hereby acknowledges receipt of this Third Amendment to Trust Agreement.

Dated: 7/6/2012

Joanne B. Burpo  
 JOANNE B. BURPO

Dated: \_\_\_\_\_

\_\_\_\_\_  
 LINDA M. HESS

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA            )  
   ) ss  
 COUNTY OF SACRAMENTO        )

On July 6, 2012, before me, ROBIN C. BEVIER, a notary public, personally appeared JOANNE B. BURPO, 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



Robin C. Bevier  
 Notary Public in and for Said State

ACCEPTANCE

The undersigned, Co-Trustees of the trust, hereby acknowledges receipt of this Third Amendment to Trust Agreement.

Dated: 7/6/2012

Joanne B. Burpo  
JOANNE B. BURPO

Dated: 7/6/12

Linda M. Hess  
LINDA M. HESS

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA        )  
  ) ss  
COUNTY OF SACRAMENTO    )

On July 6, 2012, before me, ROBIN C. BEVIER, a notary public, personally appeared JOANNE B. BURPO, 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



Robin C. Bevier  
Notary Public in and for Said State

COPY

TRUST AGREEMENT

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JOANNE B. BURPO, of Sacramento County, California, herein called "Settlor", hereby transfers and delivers to JOANNE B. BURPO, herein called "Trustee", all the property described in an inventory hereto attached marked Exhibit "A" to constitute, together with any other property that may become subject to this Agreement, the trust estate of an express trust and to be held, administered, and distributed by the Trustee as provided in this Agreement.

I.

NAME OF TRUST

The name of this trust is the JOANNE B. BURPO SEPARATE PROPERTY REVOCABLE TRUST.

II.

TRUST ESTATE

The property subject to this instrument is the separate property of the Settlor. The property subject to this instrument listed on Exhibit "A" and any additional property added to this trust under Article XII of this Agreement or by the Will of the Settlor or in any other manner is referred to as the "trust estate" and shall be held, administered, and distributed in accordance with this instrument.

III.

REVOCABILITY OF THE TRUST

DURING THE LIFETIME OF THE SETTLOR

During the lifetime of the Settlor, this trust may be revoked, in whole or in part in writing, signed by the Settlor, and delivered personally or by certified mail to the Trustee.

On revocation, the Trustee shall promptly deliver to the Settlor all or the designated portion of the trust assets. If this instrument



1 is revoked with respect to all or a major portion of the assets  
2 subject to the instrument, the Trustee shall be entitled to retain  
3 sufficient assets reasonable to secure payment of liabilities lawfully  
4 incurred by the Trustee in the administration of the trust, including  
5 Trustee's fees that have been earned unless the Settlor shall  
6 indemnify the Trustee against loss or expense.

7 IV.

8 AMENDMENT OF THE TRUST INSTRUMENT  
9 DURING THE LIFETIME OF THE SETTLOR

10 The Settlor may, at any time during her lifetime, amend any of  
11 the terms of this instrument by an instrument in writing, signed by  
12 the Settlor, and delivered personally or by certified mail to the  
13 Trustee.

14 V.

15 SUCCESSOR TRUSTEES

16 If JOANNE B. BURPO shall for any reason cease to act as Trustee,  
17 then the Settlor's husband, JAMES O. BURPO, shall act as Trustee. If,  
18 at any time, as certified in writing by two physicians, that JOANNE  
19 B. BURPO has become mentally incapacitated, whether or not a court of  
20 competent jurisdiction has declared her incompetent, mentally ill, or  
21 in need of a conservator, then JAMES O. BURPO shall act as sole  
22 Trustee.

23 If JAMES O. BURPO shall for any reason fail to qualify or cease  
24 to act as Trustee, then the Settlor's sister, CAROL LEWIS, shall act  
25 as Trustee.

26 If CAROL LEWIS shall for any reason fail to qualify or cease to  
27 act as Trustee, then WELLS FARGO BANK, N.A., TRUST COMPANY, shall act  
28 as Trustee.

1 JOANNE B. BURPO may designate in writing a person to act as a Co-  
2 Trustee with her, or to act as the successor Trustee. This  
3 designation, if accepted in writing by the nominated person, shall  
4 supersede any other provision of this article where applicable.

5 VI.

6 DISPOSITIVE PROVISIONS

7 The trust estate and its income shall be held and distributed as  
8 follows:

9 A. Income and Principal During The Life of Settlor.

10 1. During the lifetime of the Settlor, the Trustee shall pay  
11 to the Settlor, or shall apply for the Settlor's benefit, the entire  
12 net income of the trust estate in quarter-annual or more frequent  
13 installments. In the Trustee's discretion, the Trustee may accumulate  
14 the net income in the trust's accounts and pay it to the Settlor upon  
15 demand.

16 2. If the Trustee considers the net income insufficient, the  
17 Trustee shall pay to the Settlor, or apply for the Settlor's benefit,  
18 as much of the principal of the trust estate as is necessary in the  
19 Trustee's discretion for the Settlor's health, support, maintenance,  
20 comfort, and welfare in accordance with her accustomed manner of  
21 living at the date of this instrument.

22 B. Payment of Settlor's Debts.

23 After the death of the Settlor the Trustee shall pay out of the  
24 trust estate, the debts of the Settlor, the estate and inheritance  
25 taxes, if any, including interest and penalties arising because of the  
26 Settlor's death, the last-illness and funeral expenses of the Settlor,  
27 and attorneys' fees and other costs incurred in administering the  
28 Settlor's estate.

1 grandchild's educational needs.

2 B. When the grandchild attains age twenty-five (25), the trust  
3 shall terminate and the remaining trust estate shall be distributed  
4 to the grandchild, outright and free of trust.

5 C. If the grandchild dies prior to attaining age twenty-five  
6 (25), the trust estate shall be distributed to the grandchild's living  
7 issue, by right of representation, or if there are none, then equally  
8 to the grandchild's siblings, or their issue.

9 D. Whenever provision is made for payment for the "education"  
10 of a beneficiary, the term "education" shall be construed to include  
11 college and post-graduate study, so long as pursued to advantage by  
12 the beneficiary, at an institution of the beneficiary's choice. In  
13 determining payments to be made for college or post-graduate  
14 education, the Trustee shall take into consideration the beneficiary's  
15 related living expenses to the extent that they are reasonable. The  
16 term "education" shall also include vocational training and technical  
17 school necessary to qualify a beneficiary for a trade or vocation.

18 IX.

19 POWERS OF THE TRUSTEE

20 To carry out the purposes of this trust, the Trustee is vested  
21 with the following powers with respect to the trust estate and any  
22 part of it in addition to those powers now or hereafter conferred by  
23 law:

24 A. To continue to hold any property and to operate at the risk  
25 of the trust estate any business the Trustee receives or acquires  
26 under the trust so long as the Trustee deems advisable.

27 B. To manage, control, grant options on, sell (for cash or on  
28 deferred payments), convey, exchange, partition, divide, improve, and

1 repair trust property.

2 C. To lease trust property for terms within or beyond the term  
3 of the trust and for any purpose.

4 D. To borrow money, and to encumber trust property by mortgage,  
5 deed of trust, pledge, or otherwise, for the debts of the trust.

6 E. To carry at the expense of the trust, insurance of such  
7 kinds and in such amounts as the Trustee deems advisable to protect  
8 the trust estate and the Trustee against any hazard.

9 F. To compromise or otherwise adjust any claims or litigation  
10 against or in favor of the trust.

11 G. To commence or defend at the expense of the trust such  
12 litigation with respect to the trust or any property of the trust  
13 estate as the Trustee may deem advisable.

14 H. To invest and reinvest the trust estate in every kind of  
15 property, real, personal, or mixed, and every kind of investment,  
16 specifically including, but not by way of limitation corporate  
17 obligations of every kind, stocks, preferred or common, shares of  
18 investment trusts, investment companies, mutual funds or common trust  
19 funds, money market funds and annuities, which men of prudence,  
20 discretion and intelligence acquire for their own account.

21 I. In any case in which the Trustee is required, pursuant to  
22 the provisions of the trust, to divide any trust property into parts  
23 or shares for the purpose of distribution, or otherwise, the Trustee  
24 is authorized, in the Trustee's discretion, to make the division and  
25 distribution (pro rata or otherwise) in kind, including undivided  
26 interests in any property, or partly in kind and partly in money, and  
27 for this purpose to make such sales of the trust property as the  
28 Trustee may deem necessary on such terms and conditions as the Trustee

1 shall see fit.

2 J. To hold securities or other property in the name as Trustee  
3 under this trust, or in the Trustee's own name, or in the name of a  
4 nominee, or the Trustee may hold securities unregistered in such  
5 condition that ownership will pass.

6 K. To employ any custodian, investment advisor, attorney,  
7 accountant or other agent to assist the Trustee in the administration  
8 of the trust and to rely on the advice given by these agents.

9 L. To maintain any checking, savings, money market, cash  
10 maximizer, certificate of deposit, brokerage account or other account  
11 at any bank, savings and loan, and brokerage house and to issue checks  
12 and draw drafts on those account(s) in the trustee's discretion.

13 M. To determine whether to use the alternate valuation date on  
14 the Settlor's federal estate tax return.

15 N. To determine whether to use expenses of administration as  
16 income tax or estate tax deductions.

17 O. To elect to use the Settlor's exemption from the generation  
18 skipping transfer tax as authorized under the Internal Revenue Code.

19 X.

20 ACCOUNTING BY TRUSTEE

21 The Trustee shall not be required to make any accounting of the  
22 trust to the Settlor or the beneficiaries of the trust, except as  
23 required under Section 17200 of the California Probate Code.

24 XI.

25 PAYMENT TO DISABLED BENEFICIARY

26 Any payment to a beneficiary who is under disability may be paid  
27 to the beneficiary directly, paid for the benefit of the beneficiary  
28 or may be paid to the person who has the care and custody of the

EXECUTION

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This Trust Agreement is executed at Sacramento, California,  
on November 21, 2000.

SETTLOR  
Joanne B. Burpo  
JOANNE B. BURPO

TRUSTEE  
Joanne B. Burpo  
JOANNE B. BURPO

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
COUNTY OF SACRAMENTO )

On 21<sup>st</sup> November, 2000, before me, Robin C. Bevier,  
a notary public, personally appeared JOANNE B. BURPO, personally known  
to me (or proved to me on the basis of satisfactory evidence) to be  
the person whose name is subscribed to this instrument, and  
acknowledged that she executed the same in her authorized capacity,  
and that by her signature on the instrument the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Robin C. Bevier  
Notary Public in and for Said State

