

**AGREEMENT FOR CONVEYANCE OF EASEMENT  
7509 ARLINGTON AVENUE TRUST  
AND  
FAMILY TRUST OF HEINZ F. ZWINGLER AND BETTY LEE ZWINGLER**

**1.0 PARTIES AND DATE**

THIS AGREEMENT is entered into by and between the 7509 ARLINGTON AVENUE TRUST and HEINZ F. ZWINGLER and BETTY LEE ZWINGLER, Trustees of the Family Trust of Heinz F. Zwingler and Betty Lee Zwingler dated July 15, 2002 ("Grantor") and CITY OF RIVERSIDE, a California charter city and municipal corporation ("City").

**2.0 RECITALS**

2.1 Grantor owns certain real property located at 7509 Arlington Avenue, Riverside, California, bearing Assessor's Parcel No. 155-290-017 ("Property").

2.2 City desires to purchase a permanent easement in a portion of the Property as described and depicted in Exhibit "A", and a Temporary Construction Easement as described and depicted in Exhibit "B", both exhibits which are attached hereto and incorporated herein by reference, (collectively, ("Easement")), and Grantor desires to sell and convey the Easement to City.

2.3 The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Easement.

**3.0 AGREEMENT**

3.1 **Purchase.** City agrees to buy and Grantor agrees to sell and convey the Easement for the purchase price and upon the terms and conditions hereinafter set forth.

3.2 **Purchase Price.** The total purchase price for the Easement shall be the lump sum of One Hundred Sixty Thousand Ninety-Three 00/100 Dollars (\$160,093.00), which shall be paid by City to Grantor through Escrow Holder at close of this transaction.

3.3 **Escrow.** Upon execution of this Agreement by all parties, City shall open an escrow ("Escrow") with an escrow company ("Escrow Holder") to be selected by City for the purpose of consummating the purchase and sale of the Easement. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to complete this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise.

3.4 **Closing Date.** This transaction shall close on or before sixty (60) days following the execution of this Agreement ("Closing Date"). If the Escrow is not in a condition to close by Closing Date, any party who is not then in default may, upon notice in writing to Escrow Holder and the other party, demand the return of their money and/or documents. If the party making the demand is one other than City, then prior to complying with the demand, Escrow Holder shall obtain the written consent of City. Upon receipt of the written consent of City, and the return of the money and/or documents, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, the transaction shall be closed as soon as possible.

3.5 **Condition of Title.** Grantor shall convey title to the Easement to City as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by City in an amount equal to the purchase price. Title Policy shall show as exceptions with respect to the Easement only matters approved in writing by City. Any exceptions to title representing monetary liens or encumbrances may, at the discretion of Buyer, be disapproved by City, and upon the discretion of City, Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to City's title to Easement at or prior to Close of Escrow.

3.6 **Property Taxes and Assessments.** Grantor has, or shall have paid, before Closing Date, any and all current and past due taxes, assessments, penalties and interest levied and assessed against Property. If not paid prior to Closing Date, upon demand by City to pay, Grantor hereby authorizes Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantor an amount sufficient to discharge said taxes, assessments, penalties and interest.

3.7 **Closing Costs.** City shall pay the cost of Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage) if applicable, and all recording costs incurred herein. All parties acknowledge that City is exempt from payment of documentary transfer taxes.

3.8 **Deposit of Funds and Documents.** Prior to Closing Date, City shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantor through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

Prior to Closing Date, Grantor shall deposit into Escrow (i) a properly executed Grant of Easement, a copy of which is attached to this Agreement as Exhibit "A" and Temporary Construction Easement, a copy of which is attached to this Agreement as Exhibit "B"; and (ii) such other documents and sums, if any, as are necessary to close this transaction in conformance herewith.

3.9 **City's Conditions Precedent to Close of this Transaction.** The close of this transaction is subject to the following conditions:

(a) All representations and warranties of Grantor set forth in this Agreement shall be true and correct as of close of this transaction; and

(b) Grantor shall timely perform all obligations required by the terms of this Agreement to be performed by them.

**3.10 Grantor's Conditions Precedent to Close of this Transaction.** For the benefit of Grantor, the close of this transaction shall be conditioned upon the timely performance by City of all obligations required of City by the terms of this Agreement.

#### **4.0 REPRESENTATIONS AND WARRANTIES OF GRANTOR**

Grantor makes the following representations and warranties, each of which shall survive Closing Date:

(a) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantor is a present party, or by which Grantor is bound;

(b) Grantor will not enter into any agreements or undertake any new obligations prior to Closing Date which will in any way burden, encumber or otherwise affect Property and/or Easement without the prior written consent of City; and

(c) To Grantor's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of Property is pending, proposed or threatened.

#### **5.0 ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE**

5.1 By execution of this Agreement, Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Easement by City, and Grantor hereby expressly and unconditionally waives any and all claims for damages, improvements, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Easement.

5.2 This Agreement arose out of City's efforts to acquire the Easement through its municipal authority. The parties acknowledge and agree that the consideration paid to Grantor shall be deemed the fair market value and total amount of "just compensation" for the Easement. Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby fully release City, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been

sustained, or may be sustained, as a result of City's efforts to acquire the Easement, or to construct works of improvement thereon, or any preliminary steps thereto.

5.3 Grantor hereby acknowledges that they have or have had an opportunity to speak with an or have been advised by an attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Grantor acknowledges that they may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Grantor hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights which they may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect.

This acknowledgment and release shall survive Closing Date.

## 6.0 REMEDIES

If Grantor defaults under this Agreement, then City may, at City's option, terminate the transaction or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that City may have at law or in equity. If City defaults under this Agreement, then Grantor may, at Grantor's option, terminate the transaction or pursue any rights or remedies that Grantor may have at law or in equity.

## 7.0 MISCELLANEOUS

7.1 **Notice.** Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantor:	7509 Arlington Avenue Trust and Family Trust of Heinz F. Zwingler and Betty Lee Zwingler c/o Heinz F. Zwingler, Trustee 3697 Arlington Avenue Riverside, CA 92506-3938
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City:

CITY OF RIVERSIDE  
Community Development Department  
3900 Main Street, 3<sup>rd</sup> Flr  
Riverside, CA 92522  
(951) 826-5649 (phone)  
(951) 826-5744 (fax)

Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

**7.2 Time of Essence.** Time is of the essence with respect to each and every provision hereof.

**7.3 Governing Law.** All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

**7.4 Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

**7.5 Severability.** If any provision of this Agreement, or its application to any party or circumstances, is determined to be invalid or unenforceable to any extent by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which said provision has been determined to be invalid or unenforceable, shall not be affected thereby and each provision thereof shall be valid and enforced to the fullest extent permitted by law.

**7.6 Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

**7.7 Entire Agreement.** This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

**7.8 Amendments.** This Agreement may be amended or supplemented only by written documents signed by all parties.

**7.9 Nondiscrimination.** The parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, in connection with the performance of this

Agreement. The parties further agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

**7.10 Additional Documents.** The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

**7.11 No Merger.** All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant of Easement.

**7.12 Ratification.** This Agreement is subject to approval and ratification by the City Council of the City of Riverside.

**7.13 Other Conditions.** With the exception of an emergency situation, City will give Grantor forty-eight (48) hours' notice prior to accessing the Property.

**7.14 Authorization to Sign.** Grantor hereby represents and warrants to City that they are the sole owner of the referenced Property, and that they have the authority to enter into this Agreement.

**7.15 Counterparts.** This Agreement may be executed in two (2) or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each party signs each such counterpart.

(Signatures on following page.)

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

City:

CITY OF RIVERSIDE

By: \_\_\_\_\_  
City Manager

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

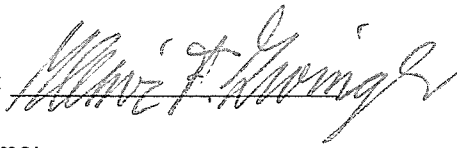
By:   
Chief Assistant City Attorney

Certified as to funds availability:

By: \_\_\_\_\_  
Finance Director

Grantor:

7509 ARLINGTON AVENUE TRUST

By:   
Name: \_\_\_\_\_

Its: \_\_\_\_\_

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


By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

FAMILY TRUST OF HEINZ F. ZWINGLER AND  
BETTY LEE ZWINGLER DATED JULY 15, 2002

By:   
Heinz F. Zwinger, Trustee

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

By:   
Betty Lee Zwinger, Trustee

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

## EXHIBIT “A”



# Exhibit "A"

When recorded mail to:

City Clerk's Office  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

## FREE RECORDING

This instrument is for the benefit  
of the City of Riverside and is  
entitled to be recorded without  
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Riverside Transmission Reliability Project  
APN: 155-290-017 (Portion)

D-

## EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 7509 ARLINGTON AVENUE TRUST AND HEINZ F. ZWINGLER AND BETTY LEE ZWINGLER, Trustees of the FAMILY TRUST OF HEINZ F. ZWINGLER AND BETTY LEE ZWINGLER, dated July 15, 2002, as Grantors, grant to the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Grantee, its successors and assigns, an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of *electric energy distribution and transmission facilities, and telecommunication facilities*, together with all necessary appurtenances, in, under, upon, over and along that certain real property described in EXHIBIT "A" and depicted in EXHIBIT "B" attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

TOGETHER WITH the right to clear and keep clear said easement and right-of-way from any structures or trees, to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon by Grantee, its officers, agents and employees whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said *electric energy distribution and transmission facilities, and telecommunication facilities*.

With the exception of an emergency situation, City will give Grantor forty-eight (48) hours' notice prior to accessing the Property.

Date: \_\_\_\_\_

7509 ARLINTON AVENUE TRUST

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_



7509 Arlington Avenue Trust and Family Trust of Heinz F. Zwingler and Betty Lee Zwingler  
APN 147-252-033 (Portion)

**CERTIFICATE OF ACCEPTANCE  
(Government Code Section §21027)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: \_\_\_\_\_

**CITY OF RIVERSIDE**

By: \_\_\_\_\_  
David Welch  
Real Property Services Manager

APPROVED AS TO FORM

By: \_\_\_\_\_  
Supervising Deputy City Attorney

## EXHIBIT "A"

Public Utility Easement  
POR. A.P.N. 155-290-017

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

That portion of the Southwest Quarter of Section 36, Township 2 South, Range 6 West, as shown by map showing a Subdivision of the Rancho La Sierra, on file in Book 6, Page 70 of Maps, records of Riverside County, California, described as follows;

Commencing at the Southeast corner of said Section 36, as said corner is shown on Record of Survey on file in Book 15, Page 39 of Records of Survey, records of Riverside County, California, said corner also being the center line intersection of Arlington Avenue and Van Buren Street, (also known as Van Buren Boulevard), as shown on aforesaid map;

THENCE North  $89^{\circ}40'00''$  West, along the center line of aforesaid Arlington Avenue, a distance of 20 feet to an angle point therein;

THENCE continuing along the center line of Arlington Avenue, North  $83^{\circ}10'00''$  West, a distance of 99.88 feet, more or less, to an intersection with the Southeasterly prolongation of the Southwesterly line of that certain drainage right of way to the City of Riverside by deed recorded in Book 304, Page 103 of Deeds, records of Riverside County, California;

THENCE leaving said center line of Arlington Avenue, North 27°38'20" West, along said Southeasterly prolongation of said Southwesterly drainage right of way line, a distance of 36.39 feet to a line that is parallel with and distant 30 feet northerly, as measured at right angles, from the center line of Arlington Avenue also said line is the southerly line of that parcel described in grant deed to the County of Riverside recorded August 3, 1954 in Book 1615, Page 531 of Official Records of Riverside County, California;

THENCE North 83°10' 00" West, along said parallel line, also the southerly line of above said grant deed, a distance of 594.12 feet;

THENCE North 6°50'00' East at right angle to said parallel line, a distance of 25.00 feet to the northerly line of above said grant, also said point is the southwesterly corner of land in Deed recorded August 17, 2007 as Instrument No. 2007-531273 Official Records of said Riverside County, the **TRUE POINT OF BEGINNING**:

THENCE North 6°50'00" East along the westerly line of said land described in said Instrument No. 2007-531273 of Official Records of said Riverside County, a distance of 443.56 feet to an angle point in said westerly line;

THENCE North 47°58'30" East continuing along said westerly line, a distance of 60.60 feet;

THENCE South 24°21'38" West, a distance of 20.07 feet;

THENCE South 7°02'57" West, a distance of 470.06 feet to a line that is parallel with and distant of 55 feet northerly, as measured at right angles, from the center line of Arlington Avenue also said line is the south line of above said land described in said Instrument No. 2007-531273 of Official Records;

THENCE North 83°10'00" West, along said parallel line, a distance of 32.06 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.35 acres or 15,280 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.

  
Richard F. Wenglikowski, L.S. 4904

8/16/14  
Date



DESCRIPTION APPROVAL:

BY:  9/15/2014  
DATE

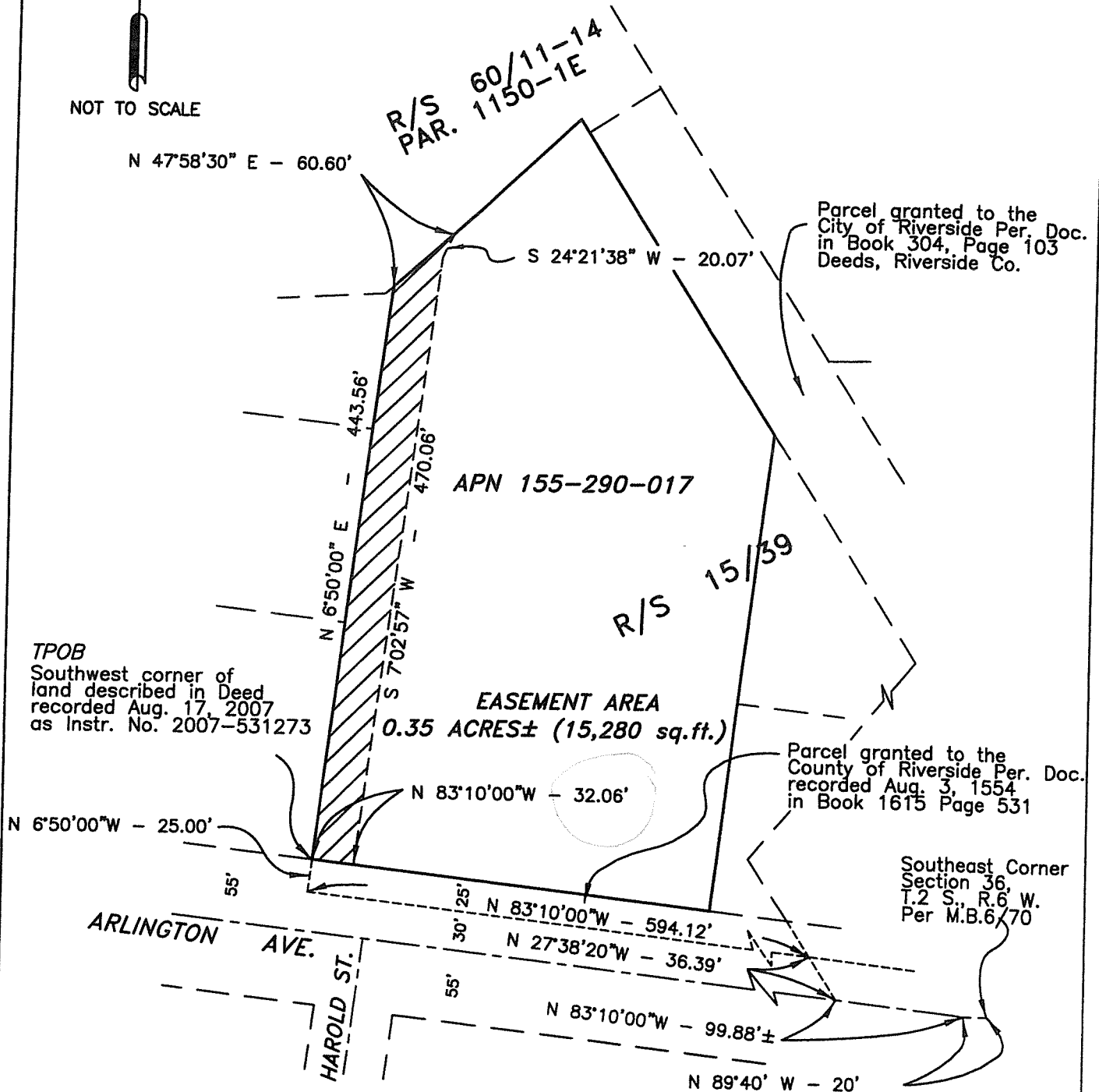
FOR: CURTIS C. STEPHENS, L.S. 7519  
CITY SURVEYOR

# EXHIBIT "B"

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.



NOT TO SCALE



Richard F.  
Wenglikowski PLS  
Carey, ID  
208-720-5692

DATE  
03/06/13

CITY OF RIVERSIDE PUBLIC UTILITY  
PUBLIC UTILITY EASEMENT

PROJECT: 69KV RTRP PROJECT

SHEET NO.  
1 of 1

DRAWING NO.  
G2-50N-D12

## EXHIBIT “B”



## Exhibit "B"

When recorded mail to:

City Clerk's Office  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

### FREE RECORDING

This instrument is for the benefit  
of the City of Riverside and is  
entitled to be recorded without  
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: 69KV RTRP – TCE 3  
APN: 155-290-017  
Address: 7509 Arlington Avenue

**D-**

## TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **7509 Arlington Avenue Trust, dated July 15, 2002**, as Grantor(s), hereby grant(s) a temporary easement and right of way to the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Grantee, its successors and assigns.

The property subject to this temporary easement and right of way is 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.

This temporary easement and right of way allows Grantee the right to use the above described property for the purpose of installing overhead electrical lines. Such use may include, but is not limited to ingress and egress of persons and vehicles, the deposit of tools, equipment, machinery, and materials used in the performance of the construction, and for similar purposes by the City of Riverside, its officers, employees, agents or contractors.

Upon completion of construction, Grantee promises to remove all debris, waste, brush, or other materials deposited or placed upon the property subject to this temporary easement. Grantee further promises to make all reasonable efforts to return the surface of the property, with the exception of vegetation, to its original condition prior to entry.

Prior to using the rights herein Granted, The City of Riverside shall provide seventy-two (72) hour written Notice to Proceed by email or five (5) day written Notice to Proceed by U.S. mail to Grantor. This temporary easement and right-of-way shall terminate two (2) months after issuance of the Notice to Proceed or upon completion of the installation of the overhead electrical lines, whichever occurs first.

**7509 Arlington Avenue Trust,  
dated July 15, 2002**

Dated \_\_\_\_\_

\_\_\_\_\_, Trustee

\_\_\_\_\_, 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 \_\_\_\_\_

} ss

On \_\_\_\_\_, before me, \_\_\_\_\_,  
notary public, personally appeared, \_\_\_\_\_

\_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Signature

## CERTIFICATE OF ACCEPTANCE (Government Code Section §27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005, and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

**CITY OF RIVERSIDE**

By: \_\_\_\_\_  
David Welch  
Real Property Services Manager

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

69 KV RTRP PROJECT

Por. A.P.N.: 155-290-017

Temporary Construction Easement – TCE 3

That portion of the Southeast Quarter of Section 36, Township 2 South, Range 6 West, San Bernardino Base and Meridian, as shown by Map Showing a subdivision of the Rancho La Sierra, on file in Book 6, Page 70 of Maps, Records of Riverside County, California in the City of Riverside, County of Riverside, State of California, also being a portion of that parcel shown on Record of Survey on file in Book 15, Page 39 of Records of Survey, Records of said Riverside County, described as follows:

COMMENCING at the Southeast Corner of said Record of Survey;

THENCE North  $83^{\circ}10'$  West, along the north line of Arlington Avenue, a distance of 275.00 feet to the POINT OF BEGINNING;

THENCE North  $83^{\circ}10'$  West, continuing along said north line of Arlington Avenue, a distance of 156.00 feet;

THENCE North  $06^{\circ}50'$  East, leaving said north line of Arlington Avenue, a distance of 30.00 feet;

THENCE North  $75^{\circ}09'31''$  East, a distance of 167.87 feet;

THENCE South  $06^{\circ}50''$  West, a distance of 92.00 feet to the POINT OF BEGINNING.

Area – 9,516 S.F. more or less

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

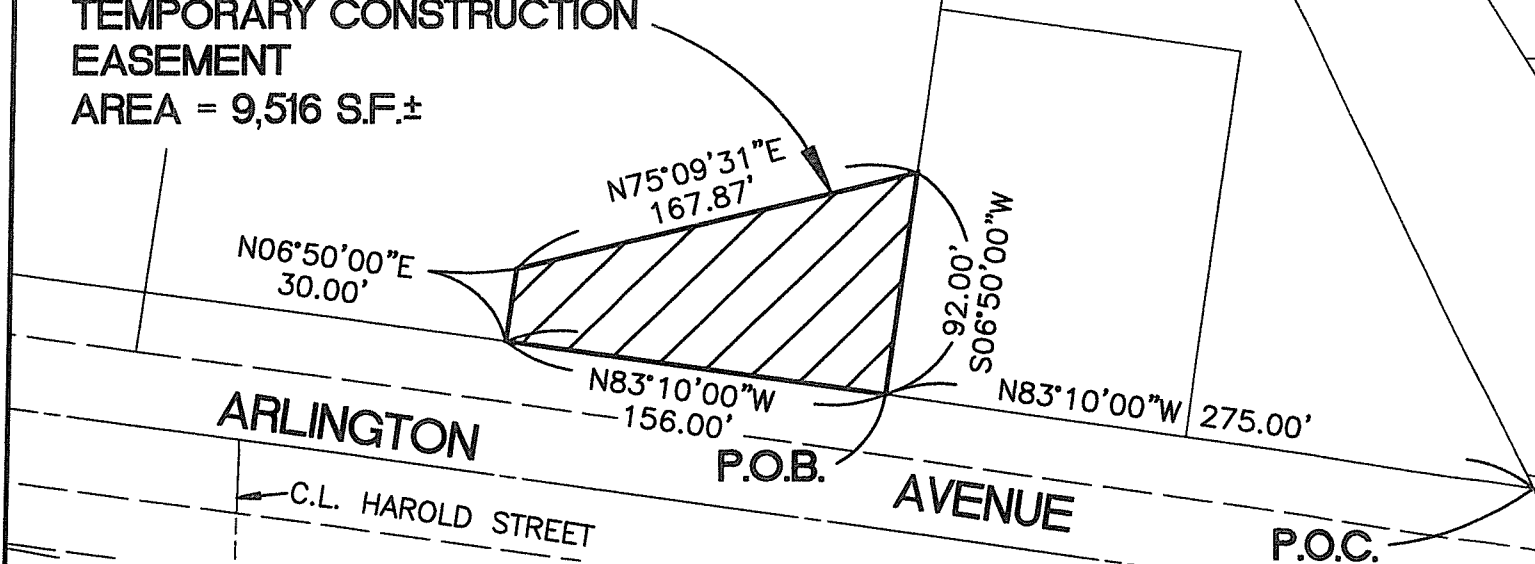
Curtis C. Stephens 7/9/15 Prep. (S)  
Curtis C. Stephens, L.S. 7519 Date





RECORD OF SURVEY 15/39

POR. A.P.N. 155-290-017  
TEMPORARY CONSTRUCTION  
EASEMENT  
AREA = 9,516 S.F.±



• 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"=80'

DRAWN BY: CURT DATE: 6/11/15

SUBJECT: 69KV RTRP PROJECT - TCE 3

# OFFICIAL CERTIFICATION OF TRUST

PURSUANT TO CALIF. 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 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 Heinz F. Zwingler and Betty Lee Zwingler	
Date of Current Controlling Trust Document (date of execution):	July 15, 2002	
Type of Trust:	Revocable Living Trust	
Name of Trustor(s) (Settlor(s), Grantor(s), Donor(s), Creator(s), Maker(s)):	Heinz F. Zwingler and Betty Lee Zwingler	
Currently Acting Trustee(s):	Heinz F. Zwingler and Betty Lee Zwingler	
Name of Parties signing trust:	Above Trustors/Trustees	
Successor Trustee(s):	First: Cherie R. Robitzer Second: Heinrich A. Zwingler Third: Christopher Robitzer, Jr.	
Taxpayer Identification Number: (Trustors Social Security number(s))	563-70-3286	306-22-6849
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)	

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 paper 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 trustee 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 thereof that would cause the representations contained in this certification to be incorrect.

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.

### Certification of Trustor(s)/Trustee(s):

The undersigned are all the current Trustee(s) of the above named trust. We declare under penalty of perjury that all of the information, statements and representations contained in this document are true and correct.

Trustee Signature: <u>Heinz F. Zwingler</u>	Trustee Signature: <u>Betty Lee Zwingler</u>
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## CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California, County of: Riverside) SE

On: July 15, 2002

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

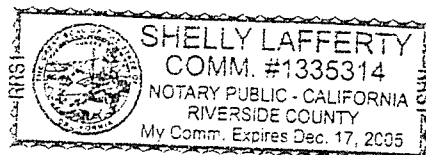
Heinz F. Zwingler and Betty Lee Zwingler

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

NOTARY PUBLIC



# 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 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 a 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 or 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 of 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 then 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 trustee's 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 trustee's 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 trustee's 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 trustee's 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 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 replacement 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 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 act, 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 a 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 that 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 with 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 to 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 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 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 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 trustors' 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 the agreement to the contrary contained in this agreement, no individual trustee shall participate in the exercise of discretion regarding 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 here 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 incident to the 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 inclusion 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 trustee 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 payment 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 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 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, 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 in 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 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 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 on 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 trustee's 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 the 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 or 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 trustor's 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 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 trust may have an interest as lienholder or otherwise and that is sold at a foreclosure sale or a trustee's or pledgees 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 of 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 and any quasi-probate, probate avoidance, or short form procedure or method under the laws of any jurisdiction.

# STATE OF CALIFORNIA

## CERTIFICATION OF VITAL RECORD

### COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

#### CERTIFICATE OF DEATH

STATE OF CALIFORNIA  
USE BLACK INK ONLY - NO ERASURES, WHITEOUTS OR ALTERATIONS  
VS-11 (REV 1/03)

3200333000396  
LOCAL REGISTRATION NUMBER

STATE FILE NUMBER		3. LAST (Family)	
1. NAME OF DECEDENT - FIRST (Given)		3. LAST (Family)	
BETTY		ZWINGLER	
2. MIDDLE		4. DATE OF BIRTH mm/dd/yyyy	
LEE		07/04/1928	
5. AGE Yrs.		6. SEX	
74		F	
9. BIRTH STATE/FOREIGN COUNTRY		10. SOCIAL SECURITY NUMBER	
IN		306-22-6849	
11. EVER IN U.S. ARMED FORCES?		12. MARITAL STATUS (at Time of Death)	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK		MARRIED	
13. EDUCATION - Highest Level Degree (see worksheet on back)		14. WAS DECEDENT SPANISH/HISPANIC/LATINO? (If yes, see worksheet on back)	
14		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
15. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED		16. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back)	
SELF EMPLOYED		WHITE	
17. DECEASED'S RESIDENCE (Street and number or location)		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)	
11030 SIERRA TREE LANE		RETAIL TIRE CENTER	
19. YEARS IN OCCUPATION		30	
20. CITY		21. COUNTY/PROVINCE	
RIVERSIDE		RIVERSIDE	
22. ZIP CODE		23. YEARS IN COUNTY	
92505		35	
24. STATE/FOREIGN COUNTRY		25. STATE/FOREIGN COUNTRY	
CA		CA	
26. INFORMANT'S NAME, RELATIONSHIP		27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP)	
HEINZ ZWINGLER-HUSBAND		11030 SIERRA TREE LANE RIVERSIDE CA 92505	
28. NAME OF SURVIVING SPOUSE - FIRST		29. MIDDLE	
HEINZ		FRANZ	
30. LAST (Maiden Name)		31. NAME OF FATHER - FIRST	
ZWINGLER		CHARLIE	
32. MIDDLE		33. LAST	
-		ROBERTA	
34. BIRTH STATE		35. NAME OF MOTHER - FIRST	
IN		VIOLA	
36. MIDDLE		37. LAST (Maiden)	
-		McILVAIN	
38. BIRTH STATE		39. DISPOSITION DATE mm/dd/yyyy	
IN		01/20/2003	
40. PLACE OF FINAL DISPOSITION		41. TYPE OF DISPOSITION(S)	
CRESTLAWN MEM. PARK, 11500 ARLINGTON AVE. RIVERSIDE CA 92505		BURIAL	
42. SIGNATURE OF EMBALMER		43. LICENSE NUMBER	
Shannon Rowe		7756	
44. NAME OF FUNERAL ESTABLISHMENT		45. LICENSE NUMBER	
CRESTLAWN MORTUARY		FD 1343	
46. SIGNATURE OF LOCAL REGISTRAR		47. DATE mm/dd/yyyy	
Gary Feldman M.D. PH.D.		01/17/2003	
101. PLACE OF DEATH		102. IF HOSPITAL, SPECIFY ONE	
RIVERSIDE COMMUNITY HOSPITAL		<input checked="" type="checkbox"/> IP <input type="checkbox"/> EVOP <input type="checkbox"/> DOA	
103. IF OTHER THAN HOSPITAL, SPECIFY ONE		104. CITY	
Hospice <input type="checkbox"/> Nursing Home <input type="checkbox"/> Home <input type="checkbox"/> Other <input type="checkbox"/>		RIVERSIDE	
105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location)		106. CITY	
4445 MAGNOLIA AVE.		RIVERSIDE	
107. CAUSE OF DEATH		108. DEATH REPORTED TO CORONER?	
IMMEDIATE CAUSE (A)		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
(Final disease or condition resulting in death)		MINS	
CARDIOPULMONARY ARREST		2003-0274	
(B)		109. BIOPSY PERFORMED?	
SUSPECT PULMONARY EMBOLISM		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
(C)		MINS	
FALL		110. AUTOPSY PERFORMED?	
(D)		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
DAYS		111. USED IN DETERMINING CAUSE?	
LAST		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107		113. IF FEMALE, PREGNANT IN LAST YEAR?	
HYPERTENSION, DIABETES MELLITUS		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
114. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date)		115. SIGNATURE AND TITLE OF CERTIFIER	
ORIF 01/06/2003		116. LICENSE NUMBER	
117. DATE mm/dd/yyyy		118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE	
(A) mm/dd/yyyy		(B) mm/dd/yyyy	
(A) mm/dd/yyyy		(B) mm/dd/yyyy	
119. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.		120. INJURED AT WORK?	
MANNEUR OF DEATH <input type="checkbox"/> Natural <input checked="" type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
121. INJURY DATE mm/dd/yyyy		122. HOUR (24 Hours)	
01/06/2003		0955	
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)	
OWN RESIDENCE		FALL AT HOME, DIED FROM COMPLICATIONS OF FALL.	
125. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)		126. SIGNATURE OF CORONER/DEPUTY CORONER	
11030 SIERRA TREE LANE, RIVERSIDE 92505		01/17/2003	
127. DATE mm/dd/yyyy		128. TYPE NAME, TITLE OF CORONER/DEPUTY CORONER	
01/17/2003		Curtis L. James, Deputy Coroner	
129. SIGNATURE OF REGISTRAR		130. FAX AUTH. #	
A B C D E		030137	
131. CENSUS TRACT		132. CERTIFIED COPY OF VITAL RECORDS	
A B C D E		030137	

1232016



STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

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This is a true and exact reproduction of the document officially registered and placed on file in the office of County of Riverside, Department of Health.

DATE ISSUED 01/21/2003

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

Gary Feldman M.D.  
Local Registrar  
RIVERSIDE COUNTY, CALIFORNIA

