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JOSEPH B. BURTON & DOROTHY M. BURTON

REVOCABLE TRUST

We, JOSEPH B. BURTON and DOROTHY M. BURTON, of the town of Meadow Valley, Lincoln County, State of Nevada, referred to hereinafter as "GRANTORS" and/or "TRUSTEES", hereby declares that we are the TRUSTEES of the property referred to in this Declaration of Trust Agreement as a Trust Estate, which is fully set forth in the Schedule of Trust Estate Assets attached hereto and made a part hereof.

SECTION ONE

TRUST ESTATE

TRUSTORS hereby assign, transfer and deliver to TRUSTEES all of the property listed in the Schedule of Trust Estate Assets which is attached hereto and incorporated herein by this reference; all of which property is hereinafter referred to collectively as the Trust Estate. TRUSTEES shall have and hold said property and any other property that TRUSTEES may hereafter at any time hold or acquire hereunder IN TRUST for the following uses and purposes, and subject to the terms and conditions hereinafter set forth.

SECTION TWO

BENEFICIARIES OF THE TRUST

The Trust hereby created shall be for the use and benefit of the GRANTORS and their children. The beneficiaries during the lifetime of the GRANTORS are the GRANTORS. The residuary beneficiaries are:

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RANDALL LEE BURTON,  
VICKIE LYNN  
SHIRLEY MAE  
JEFFREY ALAN BURTON

SECTION THREE

TRUSTEES shall hold, manage, invest and re-invest the Trust Estate and collect the income therefrom, and pay and distribute the net income and principal as follows:

(a) During TRUSTORS's lifetime TRUSTEES shall pay the net income of the Trust to TRUSTORS in convenient periodical installments not less often than semi-annually; however, the said net income shall be paid or held at the option of the TRUSTORS. The GRANTORS shall have the option of directing the TRUSTEES to accumulate and re-invest any income from the Trust Estate as part of the Trust Estate. However, such written instrument shall not restrict the power.

(b) During the lifetime of GRANTORS, the TRUSTEES shall further have the power, in their sole discretion, to invade the principal of the Trust Estate and pay out amounts therefrom on behalf of TRUSTORS in the event of any illness that may require the payment of medical, surgical, hospital, nursing, or other bills of like nature incurred in connection with such illness and for which other funds of TRUSTORS are insufficient. In addition, if TRUSTORS by reason of accident, misfortune, or otherwise should become incapacitated or incapable of attending to TRUSTORS' personal affairs, or properly administering TRUSTORS' business interest, TRUSTEES are authorized to invade the principal for TRUSTORS' care, support and maintenance.

1 (c) Upon the death of GRANTORS/TRUSTEES, the  
2 Successor Trustee is hereby directed forthwith to transfer the  
3 Trust Estate, and all right to, title to, and interest in, the  
4 Trust Estate to the named contingent beneficiaries in the  
5 following manner: RANDALL LEE BURTON, VICKIE LYNN, SHIRLEY  
6 MAE, and JEFFREY ALAN BURTON, named hereinabove as  
7 beneficiaries.

8 Parcel 1, Exhibit "A" hereto:

9 Parcel 1 shall be advertised and sold on the  
10 open market. The proceeds shall be used to  
11 pay any debts of the Trust and of the deceased  
12 primary beneficiaries. After such payments,  
13 the balance of the funds from the sale of  
14 Parcel 1 shall be distributed, share and share  
15 alike, to the hereinabove named contingent  
16 beneficiaries. In the event a contingent  
17 beneficiary predeceases the survivor of the  
18 Trustors, then that beneficiary's share shall  
19 go to his or her children, per stirpes. If  
20 such contingency beneficiary dies without  
21 children, then his or her share shall lapse  
22 and be distributed, per stirpes, to the  
23 surviving beneficiaries.

24 Parcel 2, Exhibit "B" hereto:

25 All properties and beneficial interests listed  
26 in Exhibit "B" shall be considered as one  
27 parcel and shall be distributed to the con-  
28 tingent beneficiaries, share and share alike,

1 as is more fully set forth in the instructions  
2 as to Parcel 1.

3 SECTION FOUR

4 REVOCATION AND AMENDMENT

5 This Trust is revocable, and may also be modified or  
6 amended in any respect by TRUSTORS.

7 SECTION FIVE

8 SUCCESSOR TRUSTEE

9 Upon the death of TRUSTORS/TRUSTEES, SHIRLEY MAE  
10 shall be Successor Trustee and shall serve in all functions of  
11 the TRUSTEES that are set forth in the provisions of this  
12 Declaration of Trust Agreement. In the event of the death of  
13 any of the foregoing beneficiaries, for whom his Trust share  
14 is being retained, the TRUSTEES shall apportion and distribute  
15 the principal thereof, per stirpes, among the then living  
16 lineal or legally adopted descendants of that person, and if  
17 there be none, then, per stirpes among the then living  
18 contingent beneficiaries.

19 SECTION SIX

20 POWERS OF TRUSTEE

21 The TRUSTEES of this Declaration of Trust have all of  
22 the discretionary powers necessary and appropriate to  
23 administer this Trust, including but not limited to, the power  
24 to sell, mortgage, encumber, pledge, hypothecate, lease, rent  
25 or improve, invest and re-invest the trust estate property  
26 when such action is deemed to be in the best interest and  
27 furtherance of the Trust purposes.

28 The TRUSTEES may pay income or principal to the

1 beneficiaries or for their benefit, and shall have no  
2 obligation to confirm the use of such payments for the use and  
3 welfare of any beneficiary.

4 Any person serving as TRUSTEE hereunder shall serve  
5 without bond.

6 SECTION SEVEN

7 MISCELLANEOUS PROVISIONS

8 (A) Spendthrift Provision.

9 No disposition, charge, or encumbrance of either the  
10 income or principal of any of the separate shares in trust or  
11 any part thereof, by any beneficiary hereunder by way of  
12 anticipation shall be of any validity or legal effect, or be  
13 in anywise regarded by the TRUSTEES, and no such income or  
14 principal, or any part, shall in anywise be liable to any  
15 claim of any creditor for any such beneficiary except in those  
16 cases where the TRUSTEES, in the TRUSTEES' sole discretion,  
17 approve the credit extended and the assignment of the  
18 beneficiaries' interest hereunder as collateral therefor. In  
19 exercising such discretion, the TRUSTEES shall ascertain  
20 whether or not it would appear to be in the best interest of  
21 the beneficiaries that credit be accepted and collateral  
22 given.

23 (B) Tax Liability on Distribution.

24 Each beneficiary hereunder shall be liable for his/her  
25 proportionate share of any estate tax that may be imposed by  
26 any State or Federal entity upon the share of the Trust Estate  
27 held for or distributed to a beneficiary upon the death of the  
28 GRANTORS.

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(C) Governing Law.

This Trust has been created under the laws of the State of Nevada and it shall be construed and administered, and its validity determined, in accordance with the laws of that State.

(D) Gifts During Lifetime.

Gifts of real or personal property, tangible or intangible, which the GRANTORS might make during their lifetime, if any, before or after the execution of this Trust to any person, shall not be deemed to be an advancement or a satisfaction to be applied to any share of any beneficiaries of this Trust.

(E) Severability.

If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions thereof shall continue to be fully effective.

(F) Binding Effect.

This Agreement shall extend to and be binding on the executors, administrators, assigns of TRUSTORS, and on the successors of TRUSTEES.

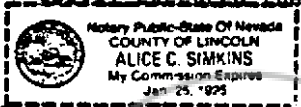
We hereby declare that this Declaration of Trust Agreement fully and accurately sets forth the manner in which our Trust Estate shall be held, managed, and disposed by the TRUSTEES.

1-10-95	1-10-95
Date	Date
<u>Joseph B. Burton</u>	<u>Worothy M. Burton</u>
GRANTOR/TRUSTEE	GRANTOR/TRUSTEE

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STATE OF NEVADA )  
COUNTY OF ) ss.

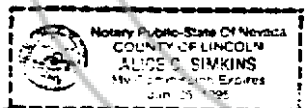
On this 10<sup>th</sup> day of January, 199<sup>5</sup>4, personally  
appeared before me, a Notary Public in and for said County and  
State, JOSEPH B. BURTON, who acknowledged to me that he volun-  
tarily executed the above and foregoing instrument.



Alice C. Simkins  
NOTARY PUBLIC in and for said  
County and State.

STATE OF NEVADA )  
COUNTY OF ) ss.

On this 10<sup>th</sup> day of January, 199<sup>5</sup>4, personally  
appeared before me, a Notary Public in and for said County and  
State, DOROTHY M. BURTON, who acknowledged to me that she  
voluntarily executed the above and foregoing instrument.



Alice C. Simkins  
NOTARY PUBLIC in and for said  
County and State.

PARCEL 1, EXHIBIT "A", BURTON FAMILY TRUST.

That land located in Lincoln County, Nevada, described as:

A parcel of land situate in SW1/4 of NE1/4 of Section 35, TWP 2 S., R 67E, M. D. B. & M., and described as follows:

Beginning at the intersection of the West line of U.S. Highway 93 with the North line of said SW1/4 of the NE1/4 of Sec. 35; thence running West along said North line a distance of 1055.32 feet to the NW Corner of said SW1/4 of the NE1/4 of Sec. 35; thence running South along the West line of SW1/4 of the NE1/4 of Sec. 35, a distance of 533 feet; thence running South 81 deg. 5 min. East a distance of 765.5 feet, more or less to the West line of U.S. Highway 93; thence running Northerly along the West line of said Highway right-of-way a distance of 703 feet more or less to the Point of Beginning.



**PARCEL 2, EXHIBIT "B", BURTON FAMILY TRUST**

**ITEM 1, PARCEL 2:**

The East Half of the East Half of the North Half of the Northwest Quarter of the Northwest Quarter of Section 9, Township 5 South, Range 2 West, San Bernardino Base Meridian, according to the official plat thereof, Official Records, Riverside County, California.

**ITEM 2, Parcel 2:**

Parcel 1: The W1/2 of the E1/2 of the N1/2 of the NW1/4 of the NW1/4 together with the E1/2 of the W1/2 of the N1/2 of the NW1/4 of the NW1/4 of Sec. 9, TWP. 5 South, R. 2 West, San Bernardino Meridian, County of Riverside, State of California, According to the Official Plat thereof.

Except that portion lying West of the Northerly prolongation of that portion of the East Line of Parcel 2 of a Parcel Map recorded in Book 3, Page 55 of Parcel Maps, County Recorder, Riverside County, CA, shown as bearing N. 01 Deg. 03 Min. 52 Sec. East.

Parcel 2: An easement for ingress and egress over those portions of Parcels 5, 6, and 8 of a Parcel Map, County of Riverside, CA, recorded in Book 3, Page 55 of Parcel Maps, in the Office of the County Recorder of said County, lying within the E. 40.00 feet of the W. 930.00 feet of the S.1/2 of the NW1/4 of the NW1/4 of Sec. 9, TWP 5 South, R. 2 West, San Bernardino Meridian.

**ITEM 3, PARCEL 2:**

Lots 8 & 9, Block 3, Unit 4, Salmon River Meadows,

Together with the two shares of Salmon River Mutual Water Company, specifically Certificates 0984 and 0985.

All located in LEMHI COUNTY, IDAHO

PAGE 2, PARCEL 2, EXHIBIT "B", BURTON FAMILY TRUST:

ITEM 4, PARCEL 2:

ASSIGNMENT OF DEED OF TRUST

Joseph B. Burton and Dorothy M. Burton, of P.O. Box 403, Panaca, Lincoln County, Nevada, beneficiaries of a deed of trust from Neil S. Cairns and Verla J. Cairns to S-KRO Enterprises, Inc., a California corporation, trustee for the undersigned, dated April 25, 1986 and recorded on July 22, 1986, as document 171377, official records, Riverside County, California, hereby assign the beneficial interest under said deed of trust and the obligation secured thereby to the JOSEPH B. BURTON & DOROTHY M. BURTON REVOCABLE FAMILY TRUST, of P.O. Box 403, Panaca, Lincoln County, Nevada, 89042.

ITEM 5, PARCEL 2:

ASSIGNMENT OF DEED OF TRUST

Dorothy M Burton, as her sole and separate property, of P.O. Box 403, Panaca, Lincoln County, Nevada, the beneficiary of a deed of trust from John E. Campbell and Elva L. Moreno to Security Pacific National Bank, a National Banking Association, trustee for the undersigned, dated March 9, 1982, and recorded on April 21, 1982, as document 67436, official records, Riverside County, California, hereby assigns all beneficial interest under said deed of trust and the obligation secured thereby to the JOSEPH B. BURTON & DOROTHY M. BURTON REVOCABLE FAMILY TRUST, of P.O. Box 403, Panaca, Lincoln County, Nevada, 89042.

ITEM 6, PARCEL 2:

ASSIGNMENT OF DEED OF TRUST

Joseph B. Burton, as his sole and separate property, of P.O. Box 403, Panaca, Lincoln County, Nevada, the beneficiary of a deed of trust from Ahn Ji Pack to Shalimar Escrow Inc., a California corporation, trustee for the undersigned, dated July 17, 1990 and recorded on Sep. 11, 1990, as document 336974; official records, Riverside County, California, hereby assigns all my beneficial interest under said deed of trust and the obligation secured thereby to the JOSEPH B. BURTON & DOROTHY M. BURTON REVOCABLE FAMILY TRUST, of P.O. Box 403, Panaca, Lincoln County, Nevada, 89042.

PAGE 3, PARCEL 2, BURTON FAMILY TRUST:

ITEM 7, PARCEL 2:

**ASSIGNMENT OF DEED OF TRUST**

Joseph B. Burton, as his sole and separate property, of P.O. Box 403, Panaca, Lincoln County, Nevada, the beneficiary of a deed of trust from Pat Gilboy to Safeco Title Insurance Company, a California corporation, trustee for the undersigned, dated Nov. 5, 1979 and recorded on Dec. 27, 1979, as document 273527, official records, Riverside County, California, hereby assigns all my beneficial interest under said deed of trust and the obligation secured thereby to the JOSEPH B. BURTON & DOROTHY M. BURTON REVOCABLE FAMILY TRUST, of P.O. Box 403, Panaca, Lincoln County, Nevada, 89042.

ITEM 8, PARCEL 2:

**ASSIGNMENT OF DEED OF TRUST**

Joseph B. Burton and Dorothy M. Burton, of P.O. Box 403, Panaca, Lincoln County, Nevada, the beneficiaries of a deed of trust from James C. Smith and Abby Smith to All Valley Escrow, Inc., a California corporation, trustee for the undersigned, dated Jan. 31, 1986, and recorded on Feb. 13, 1986, as document 33887, official records, Riverside County, California, hereby assign all beneficial interest under said deed of trust and the obligation secured thereby to the JOSEPH B. BURTON & DOROTHY M. BURTON REVOCABLE FAMILY TRUST, of P.O. Box 403, Panaca, Lincoln County, Nevada, 89042.

ITEM 9, PARCEL 2:

**ASSIGNMENT OF DEED OF TRUST**

Joseph B. Burton, as his sole and separate property, of P.O. Box 403, Panaca, Lincoln County, Nevada, the beneficiary of a deed of trust from Clarence Henry Smith and Donna J. Smith to S-KRO Enterprises, Inc., a California corporation, trustee for the undersigned, dated December 13, 1985 and recorded on Dec. 26, 1985, as document 291185, official records, Riverside County, California, hereby assigns all my beneficial interest under said deed of trust and the obligation secured thereby to the JOSEPH B. BURTON & DOROTHY M. BURTON REVOCABLE FAMILY TRUST, of P.O. Box 403, Panaca, Lincoln County, Nevada, 89042.

COPY

NO. 106575  
Filed And Recorded At Request Of  
DOROTHY M. BURTON  
DECEMBER 5, 1996  
At 52 Minutes Past 9 O'Clock  
A M In Book 122 Of Official Records  
Page 481 Lincoln County Nevada.  
YURIKO SETZER  
County Recorder  
Julie Boucher DEPUTY