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FILED FOR RECORDING
AT THE REQUEST OF

Robert H. Beatty

2004 NOV 16 PM 2 48

LINCOLN COUNTY RECORDER
FEE \$19.00 DEP
LESLIE BOUCHER LB

The Robert H. Beatty and Jacquelyne G. Beatty

Declaration of Trust

1 THE ROBERT H. BEATTY AND JAQUELYNE G. BEATTY

2 DECLARATION OF TRUST

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4 1. ROBERT H. BEATTY AND JAQUELYNE G. BEATTY of the Town of Panaca,
5 County of Lincoln, State of Nevada, referred to hereinafter as Grantors and/or Trustees, hereby
6 declare that we are the Trustees of the property referred to in this Declaration of Trust
7 Agreement as the trust estate, which is fully set forth in the Schedule of Trust Estate Assets
8 attached hereto and made a part hereof.

9 2. We hereby declare that we hold the trust estate created by this Declaration of
10 Trust Agreement and all right to, title to and interest in the trust estate for the use and benefit of
11 ROBERT H. BEATTY AND JAQUELYNE G. BEATTY of Panaca, Nevada.

12 3. Upon the death of the surviving Trustee, the Successor Trustees are hereby
13 directed forthwith to transfer the trust estate and all right to, title to and interest in the trust estate
14 to the named contingent Beneficiaries in the following manner:

15 The Succeeding Trustees shall:

16 (1) Within 30 (thirty) days of the death of the survivor of us, have the following
17 described real estate appraised.

18 (2) Advertise said real estate for sale and may on the sale discretion of the then
19 Trustee; list the property with a licensed Real Estate Broker.

20 (3) On completion of the sale divide the proceeds equally among the
21 Beneficiaries named herein. If any Beneficiary predeceases in death the survivor of us
22 then that Beneficiaries share will be distributed to the deceased Beneficiaries heirs.

23 (4) The real estate in this trust is described as:

24 a) All of Lot numbered Twelve (12) in Sun Gold Manor Unit No. 1, in the Town of
25 Panaca, County of Lincoln, State of Nevada, plat of which said Sun Gold Manor
26 Unit No. 1 was recorded on September 30, 1952, as Document No. 27842, in the
27 Office of the County Recorder of Lincoln County, Nevada, said Lot numbered
28 Twelve (12) being otherwise identified as 670 Wadsworth Drive, together with

1 any and all improvements situated thereon consisting of a dwelling house with
2 attached garage and a fence. Together with the tenements, hereditaments and
3 appurtenances thereunto belonging or in anywise appertaining, and the
4 reversions, remainders, rents, issues and profits thereof.

5 b) All of the North one-half (N1/2) of Lot numbered Four (4) in Block numbered
6 Fifty-five (55) in the Town of Panaca, Nevada, as said Lot and Block are
7 delineated on the official plat of said Town, now on file in the Office of the County
8 Recorder of said Lincoln County, and to which plat and the records thereof
9 reference is hereby made for further particular description. Together with any and
10 all improvements situate thereon. Deeds from Grantors to this Trust are recorded
11 in the Office of the Recorder, Lincoln County, Nevada.

12 (5) The Trustee shall distribute the firearms, equipment and vehicles in
13 accordance with attached Schedule "A" as signed by one of the Grantors.

14 (6) The Beneficiaries of this Trust are:

15 Trustees/Grantors, Robert Hunter Beatty, Jacquelyne Gordon Beatty. Primary
16 Beneficiaries and Secondary Beneficiaries becoming Primary on the death of
17 the survivor of the Trustees/Grantors are our children: LeAnn Veltri, Craig
18 Gordon, Chad Laurent, Robert Hunter, Jr., and Sandra Beatty

19 The Succeeding Trustees shall receive from the trust estate all funds found in any bank
20 account of the Trust hereby created, specifically, but not limited to, the accounts as found in
21 Schedule "B", and further, any stocks, bonds, negotiable instruments or other indicia of money
22 owed Trustees for the Trust hereby created, and distribute said funds and proceeds from any
23 negotiable instruments, credits, stocks, bonds and other indicia of money owed Trustees of this
24 Trust and distribute the funds, monies, proceeds according to Section 3 (4) above.

25 4. In the event that the income to be received by any Beneficiary from the trust
26 estate or his or her share thereof, and from other sources known to the Trustee, shall be
27 considered at any time by the Trustees to be insufficient for the support, maintenance and
28 education of any such Beneficiary or of any person being supported by any such Beneficiary,

1 the Trustee shall pay to such Beneficiary from time to time such amounts from the Beneficiary's
2 share of the trust estate as the Trustees shall deem sufficient for such purposes.

3 5. The Grantors reserve the right during their life and the life of their surviving
4 Grantor to amend, modify or revoke this Declaration of Trust Agreement, in whole or in part,
5 without the consent of any Beneficiary and without giving notice to any Beneficiary hereunder,
6 by a writing or writings signed and acknowledged by the Grantor, to be effective upon delivery to
7 the Trustee.

8 6. Upon the death of the Surviving Trustee, he/she shall be succeeded as Trustee
9 of the trust estate created by this Declaration of Trust Agreement by our daughter Le Ann Veltri
10 of Cedar City, Utah and our son Robert Hunter Beatty, Jr. The Successor Trustees shall serve
11 all functions of the Trustees that are set forth in the provisions of this Declaration of Trust
12 Agreement. In the event of the death of any of the foregoing Beneficiaries for whom a trust
13 share is being retained, the Trustees shall apportion and distribute the principal thereof, per
14 stirpes, among the then living lineal or legally adopted descendants of that person, and if there
15 be none, then, per stirpes, among the then living contingent Beneficiaries.

16 7. If one of the Successor Trustees is unable to serve as Trustee for any reason,
17 the other shall continue as sole Contingent Successor Trustee. If the successor Trustee or
18 survivor of them are unable to act or refuses to do so by resigning then we appoint our nephew
19 Donald Clinton Lowder as the succeeding Trustee.

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

25 The Trustee may pay income or principal to the Beneficiaries or for their benefit, and
26 shall have no obligation to confirm the use of such payments for the use and welfare of any
27 Beneficiary.

28 Any person serving as Trustee hereunder shall serve without bond.

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9. No interest of a Beneficiary of this Trust can be alienated. No Beneficiary can assign, pledge, encumber or otherwise transfer an interest in the Trust estate, nor shall such interest be garnished, attached, or levied upon or otherwise subjected to any proceedings whether at law or in equity.

10. Each Beneficiary hereunder shall be liable for his/her proportionate share of any estate tax that may be imposed by any state or federal entity upon the share of the Trust estate held for or distributed to a Beneficiary upon the death of the Grantor or the survivor of the Grantor.

11. This Declaration of Trust Agreement shall be administered and interpreted in accordance with the laws of the State of Nevada.

12. This Trust shall be known as THE ROBERT H. BEATTY AND JAQUELYNE G. BEATTY TRUST.

13. 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, disposed by the Trustee.

Nov. 15, 2004
Date

Robert H. Beatty
Grantor/Trustee

Jacqueline G. Beatty
Grantor/Trustee

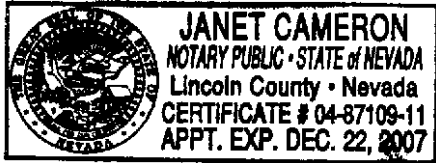
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1 State of Nevada)

2 County of Lincoln)

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4 On November 15, 2004, ROBERT H. BEATTY and JACQUELYNE G.
5 BEATTY, Grantors/Trustees of the trust estate created by this Declaration of Trust Agreement,
6 came before me and acknowledged that it was their free act and deed to execute this
7 Agreement.



Janet Cameron
NOTARY PUBLIC

(SEAL)

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