

RECEIVED

AUG 20 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESChanging
Ownership
only

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

IDWR / NORTH

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-04659	Yes ☐	Yes ☐		Yes ☐	Yes ☐
95-08987	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

The Sands Family Trust

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Mark D. Sands and Teresa C. Sands Family Trust

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

907 Barhugh PL.

San Pedro

CA

90731

Mailing address

City

State

Zip

310 351 6270

Endiang@yahoo.com

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 7/6/2019

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐

- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
o \$25 per undivided water right.
o \$100 per split water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 95-4659

8. Signature:

Mark D. Sands

Signature of new owner/claimant

Mark D. Sands

Print name

Trustee

Title, if applicable

8/15/21

Date

- Signature:

Teresa C. Sands

Signature of new owner/claimant

Teresa C. Sands

Print name

Trustee

Title, if applicable

8/15/21

Date

For IDWR Office Use Only:

Received by _____ Date _____

Receipt No. _____

Receipt Amt. _____

Active in the Water Supply Bank? Yes ☐ No ☐

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☐

Name on W-9 _____

Approved by _____

Processed by NISDate 8-26-21Same owner -
updated
trustees NIS

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH

3052019139387

CERTIFICATE OF DEATH

3201919031466

SURVE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY / NO ERASURES, WHITOUTS OR ADDENDUMS VS-1 (REV. 3/08)		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given) CHARLES		2. MIDDLE DOMINIC		3. LAST (Family) SANDS	
AKA, ALSO KNOWN AS - Include full AKA (FIRST, MIDDLE, LAST)		4. DATE OF BIRTH mm/dd/yyyy 01/20/1926		5. AGE Yrs. 93 If under one year: Months 00 Days 00 Hours 00 Minutes 00 Seconds 00	
9. BIRTH STATE/FOREIGN COUNTRY PA		10. SOCIAL SECURITY NUMBER 400-000-0000		11. EVER IN U.S. ARMED FORCES? ☒ YES ☐ NO ☐ UNK	
12. MARITAL STATUS/SPR (at Time of Death) WIDOWED		7. DATE OF DEATH mm/dd/yyyy 07/06/2019		8. HOUR (24 Hour) 2100	
13. EDUCATION - Highest Level/Degree (see worksheet on back) SOME COLLEGE		14/15. WAS DECEDENT HISPANIC/LATINO/SPANISH? (if yes, see worksheet on back) ☐ YES ☒ NO		16. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) CAUCASIAN	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED INDUSTRIAL ENGINEER		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) AEROSPACE		19. YEARS IN OCCUPATION 30	
20. DECEDENT'S RESIDENCE (Street and number, or location) 907 BARHUGH PLACE					
21. CITY SAN PEDRO		22. COUNTY/PROVINCE LOS ANGELES		23. ZIP CODE 90731	
24. YEARS IN COUNTY 62		25. STATE/FOREIGN COUNTRY CA			
26. INFORMANT'S NAME, RELATIONSHIP MARK SANDS, SON		27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip) 938 W. BASIN STREET, SAN PEDRO, CA 90731			
28. NAME OF SURVIVING SPOUSE/SDP - FIRST -		29. MIDDLE -		30. LAST (BIRTH NAME) -	
31. NAME OF FATHER/PARENT - FIRST DOMINIC		32. MIDDLE -		33. LAST SANDS	
34. BIRTH STATE ITALY		35. NAME OF MOTHER/PARENT - FIRST MARY		36. MIDDLE -	
37. LAST (BIRTH NAME) SCUNGIO		38. BIRTH STATE NY			
39. DISPOSITION DATE mm/dd/yyyy 07/16/2019		40. PLACE OF FINAL DISPOSITION GREEN HILLS MEMORIAL PARK 27501 S. WESTERN AVENUE, RANCHO PALOS VERDES, CA 90275			
41. TYPE OF DISPOSITION(S) CR/BU		42. SIGNATURE OF EMBALMER NOT EMBALMED		43. LICENSE NUMBER -	
44. NAME OF FUNERAL ESTABLISHMENT LA CREMATION		45. LICENSE NUMBER FD1491		46. SIGNATURE OF LOCAL REGISTRAR MUNTU DAVIS, M.D.	
47. DATE mm/dd/yyyy 07/10/2019					
101. PLACE OF DEATH RESIDENCE		102. IF HOSPITAL, SPECIFY ONE ☐ P ☐ ERVOP ☐ DCA ☐ Hospice ☐ Nursing Home/LTC ☒ Decedent's Home ☐ Other		103. IF OTHER THAN HOSPITAL, SPECIFY ONE ☐ P ☐ ERVOP ☐ DCA ☐ Hospice ☐ Nursing Home/LTC ☒ Decedent's Home ☐ Other	
104. COUNTY LOS ANGELES		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) 907 BARHUGH PLACE		106. CITY SAN PEDRO	
107. CAUSE OF DEATH Enter the chain of events - diseases, injuries, or complications - that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. IMMEDIATE CAUSE (A) CORONARY ARTERY DISEASE (B) - (C) - (D) - Sequentially list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST NONE		Time Interval Between Onset and Death (A) YRS (B) - (C) - (D) -		108. DEATH REPORTED TO CORONER? ☐ YES ☒ NO 109. BIOPSY PERFORMED? ☐ YES ☒ NO 110. AUTOPSY PERFORMED? ☐ YES ☒ NO 111. USED IN DETERMINING CAUSE? ☐ YES ☐ NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 NONE		113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (if yes, list type of operation and date.) NO			
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Decedent Attended Since 10/12/2018 Decedent Last Seen Alive 07/06/2019		115. SIGNATURE AND TITLE OF CERTIFIER MARTINA MEIER M.D.		116. LICENSE NUMBER A92260	
117. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE MARTINA MEIER M.D. 5315 TORRANCE BLVD, TORRANCE, CA 90503		118. TYPE OF DEATH ☐ Natural ☐ Accident ☐ Homicide ☐ Suicide ☐ Pending Investigation ☐ Could not be determined		119. INJURED AT WORK? ☐ YES ☐ NO ☐ UNK	
120. INJURY DATE mm/dd/yyyy 07/06/2019		121. INJURY DATE mm/dd/yyyy 07/06/2019		122. HOUR (24 Hour) 2100	
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.) -		124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury) -			
125. LOCATION OF INJURY (Street and number, or location, and city, and zip) -		126. SIGNATURE OF CORONER / DEPUTY CORONER -			
127. DATE mm/dd/yyyy 07/10/2019		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER -			
STATE REGISTRAR		A B C D E		FAX AUTH#	
CENSUS TRACT		"010001004254454"			

CERTIFIED COPY OF VITAL RECORD
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

This is a true certified copy of the record filed in the County of Los Angeles Department of Public Health if it bears the Registrar's signature in purple ink.



002113291

Health Officer and Registrar *[Signature]* MD
DO 15

JUL 12 2019

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

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CALOSANGD1



STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES

REGISTRAR-RECORDER/COUNTY CLERK

3052018214755

CERTIFICATE OF DEATH

3201819047938

STATE FILE NUMBER 3052018214755		LOCAL REGISTRATION NUMBER 3201819047938	
1 NAME OF DECEDENT - FIRST (Given) PATRICIA		2 MIDDLE C.	
3 LAST (Family) SANDS		4 DATE OF BIRTH mm/dd/yyyy 06/08/1934	
5 AGE Yrs 84		6 SEX F	
7 BIRTH STATE/PROVINCE/COUNTRY MT		8 SOCIAL SECURITY NUMBER [REDACTED]	
9 MARITAL STATUS (Specify as time of death) MARRIED		10 DATE OF DEATH mm/dd/yyyy 10/21/2018	
11 HOURS 1427		12 DECEASED'S RACE - Use 3 more may be listed (see worksheet on back) WHITE	
13 USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED REAL ESTATE AGENT		14 KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, food construction, employment agency, etc.) REAL ESTATE SALES	
15 YEARS IN OCCUPATION 40		16 DECEDENT'S RESIDENCE (Street and number, or location) 907 BARHUGH PLACE	
17 CITY SAN PEDRO		18 COUNTY/PROVINCE LOS ANGELES	
19 ZIP CODE 90731		20 YEARS IN COUNTY 71	
21 STATE/PROVINCE/COUNTRY CA		22 NAME OF SURVIVING SPOUSE/POSP-First CHARLES	
23 MIDDLE D.		24 LAST (Family) SANDS	
25 NAME OF FATHER/POSP-First ALBERT		26 MIDDLE JAMES	
27 LAST ROBERTS		28 BIRTH STATE MT	
29 NAME OF MOTHER/POSP-First CLAIRE		30 MIDDLE -	
31 LAST (Family) GEORGE		32 BIRTH STATE ID	
33 DISPOSITION DATE mm/dd/yyyy 10/30/2018		34 PLACE OF FINAL DISPOSITION GREEN HILLS MEMORIAL PARK 27501 S. WESTERN AVE., RANCHO PALOS VERDES, CA 90275	
35 TYPE OF DISPOSITION CR/BU		36 SIGNATURE OF EMBALMER NOT EMBALMED	
37 NAME OF FUNERAL HOME/CHURCH CREMATION SOCIETY OF THE SOUTH		38 LICENSE NUMBER FD1491	
39 SIGNATURE OF LOCAL REGISTRAR MUNTU DAVIS, M.D.		40 DATE mm/dd/yyyy 10/25/2018	
41 PLACE OF DEATH RESIDENCE		42 IF HOSPITAL, SPECIFY ONE ☐ P ☐ MMOP ☐ OCA ☐ HOSPITAL ☐ HOSPITAL/CLINIC ☒ HOME ☐ OTHER	
43 CITY SAN PEDRO		44 COUNTY LOS ANGELES	
45 ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) 907 BARHUGH PLACE		46 CAUSE OF DEATH ALZHEIMER'S DISEASE	
47 OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 46 CHRONIC OBSTRUCTIVE PULMONARY DISEASE		48 IF FEMALE, PREPREGNANT IN LAST YEAR ☐ YES ☒ NO ☐ UNK	
49 SIGNATURE AND TITLE OF CERTIFIER SUE SCO-YUN YIE M.D.		50 DATE mm/dd/yyyy 10/24/2018	
51 TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE 17315 STUDEBAKER RD #101, CERRITOS, CA 90703		52 DATE mm/dd/yyyy 10/21/2018	
53 HOURS 1427		54 SIGNATURE OF REGISTRAR/RECORDER/COUNTY CLERK DEAN C. LOGAN	
55 DATE mm/dd/yyyy 10/21/2018		56 TYPE NAME, TITLE OF CONDUCTING DEPARTMENT REGISTRAR-RECORDER/COUNTY CLERK	

This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk.

Dean C. Logan
DEAN C. LOGAN
Registrar-Recorder/County Clerk

This copy is not valid unless prepared on an engraved border displaying the seal and signature of the Registrar-Recorder/County Clerk.

APR 11 2019
100003149634
0006860334 - 04 - E

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CALOSANG02

DO NOT CHANGE TAX NOTICE
QUITCLAIM DEED

RECORDING FEE: \$15.00

DD



For no consideration, Mark D. Sands, of 907 Barhugh Place, San Pedro, CA 90731, does hereby convey, release, remise and forever quitclaim unto:

Mark D. Sands and Teresa C. Sands, Trustees, or their successors in trust, under THE SANDS FAMILY TRUST, (UDT), dated the 22nd day of March, 2020, and any amendments thereto,

whose current address is 907 Barhugh Place, San Pedro, CA 90731, all of their right, title, and interest, whether now owned or hereafter acquired in the following described premises, in Kootenai County, Idaho, to-wit:

Lots 3 and 4, Block 8, La Del Cardo Bay, Idaho, according to the plat thereof on file and of record in the office of the County Recorder of Kootenai County, Idaho; together with all rights, easements and privileges given and granted to B. M. George by Ida McCrea in that certain Warranty Deed bearing the date of May 2, A.D. 1923, filed for record May 3, 1923 at 1:25 o'clock P.M., and recorded in Book 79 of Deeds, page 117 of the Records of Kootenai County, Idaho, including the right to use water from the spring situated on lots 2 and 3 of the McCrea Addition to La Del Cardo Bay, Idaho, with a perpetual right of way, over, under and across said lots for conveying and transporting the water from said spring. Also a perpetual right to use water from a spring located on the Northwest quarter of the Northwest quarter of Section 23, Township 49 North, Range 4 W.B.M., Kootenai County, Idaho, with a perpetual right of way over, under and across said land for conveying and transporting the water from said spring, and all other rights and privileges given and granted in the aforementioned deed.

Subject to such mortgages, deeds of trust, and contracts, if any, which are of record, and subject to easements and encumbrances in view or of record, together with their appurtenances.

DATED this 28 day of July, 2021.

Mark D. Sands

STATE OF IDAHO

COUNTY OF KOOTENAI

On this 28 day of July, 2021, before me, a notary public in and for said state, personally appeared Mark D. Sands, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.




Notary Public in and for the State of
Idaho, residing in Kootenai County.
My commission expires 4/26/2027

RECORDING FEE: \$46.00

XX



MARK D. SANDS and TERESA C. SANDS

FAMILY TRUST

DATED MARCH 22, 2020

THIS TRUST AGREEMENT is made by **MARK D. SANDS** and **TERESA C. SANDS**, as "Trustors" and **MARK D. SANDS** and **TERESA C. SANDS**, as "Trustees".

Title to any property held in the Trust shall be vested as follows:

MARK D. SANDS and TERESA C. SANDS,
Trustees of the
SANDS FAMILY TRUST
Dated March 22, 2020

I. DECLARATIONS CONCERNING FAMILY

- A. Trustors are the parents of one living child, namely, **KATHERINE C. SANDS**.
- B. **TERESA C. SANDS** is the parent of four other living children, namely, **GERALDINE C. ROSALES, MARY ROSE C. ROSALES, and JOE MICHAEL C. ROSALES** of Cebu, Philippines.
- C. **MARK D. SANDS** is the uncle of **CHARLES A. SANDS** and **JADE O. SANDS**.

II. TRUST PROPERTY

Trustors hereby transfer to the Trustees that certain property described in Schedule "A" attached hereto and by this reference made a part hereof, as the original Trust Estate. Additional property may be added to the Trust Estate at any time by any person, by testamentary transfer, by insurance contract, by designation of the Trust as beneficiary, or, with the consent of the Trustee, by living transfer. All such original and additional property is referred to herein collectively as the Trust Estate.

- A. The character of the property comprising the Trust Estate is as set forth on Schedule A. During the lives of the Trustors, said property, the proceeds thereof and the income therefrom, shall retain its character as so designated on Schedule A.
- B. As hereafter set forth, during the lifetime of both Trustors, this Trust may be revoked in whole or in part with respect to community property by either Trustor and with respect to any separate property it may be revoked in whole or in part by the Trustor who contributed that property to the Trust. In the event of

revocation, community property shall be transferred back to both Trustors as their community property, and separate property shall be transferred back to the Trustor originally contributing it.

During the lifetime of both Trustors, community property may be withdrawn in whole or in part by either Trustor and separate property may be withdrawn in whole or in part by the Trustor who contributed it to the Trust. Community property so withdrawn shall be transferred to both Trustors as their community property and separate property withdrawn shall be return to the Trustor originally contributing it.

- C. It is Trustor's intention that the Trustee shall have no more extensive power over any community property transferred to the Trust Estate than either of the Trustors would have had if this trust had not been created and this instrument shall be interpreted to achieve this intention. This limitation shall terminate upon the death of either Trustor.

III. POWER TO ALTER, AMEND OR REVOKE

- A. During their joint lifetimes, the Trustors jointly, by written agreement, may alter or amend any provision hereof; provided however, that no such alteration or amendment shall increase the Trustee's duties without written consent of the Trustee.
- B. During their joint lifetimes, either Trustor, by written notice to the Trustee and to the other Trustor, or the Trustors jointly, by written notice to the Trustee, may revoke this trust in whole or in part. Upon such revocation, the Trustee shall transfer the entire Trust Estate, or that portion as to which this trust shall have been revoked, to the Trustors, and such property shall retain its character as community or separate property.
- C. Upon the death of the first Trustor ("deceased Trustor" or "deceased spouse"), the remaining Trustor ("surviving Trustor" or "surviving spouse") shall have the power to alter, amend or revoke the Trust in whole or in part by written notice to the Trustee.

IV. INITIAL TRUST

The initial Trust shall exist during the joint lifetime of both Trustors and the Trustee shall hold, manage, and distribute the income and principal as follows:

- A. Income – The Trustee shall pay to the Trustors all community income. Income from separate property shall be paid to the Trustor – owner of said property.

- B. Principal Payments – The Trustee may pay to or apply for the benefit of Trustors, from the principal of the Trust Estate, as much of the principal, up to the whole thereof, as the Trustee deems necessary for Trustor's health, education, support, maintenance, comfort, welfare, happiness and enjoyment.

V. DEATH OF FIRST TRUSTOR

- A. Upon the death of the first Trustor, the Trustee shall pay to or apply for the benefit of the surviving spouse the entire net income of the Trust for and during his/her lifetime in monthly or other convenient installments and in any event at least once annually.
- B. The Trustee shall also pay to or apply for the benefit of the surviving spouse as much of the principal of the Trust, up to the whole thereof, as the Trustee considers necessary for the surviving spouse's health, education, support, maintenance, comfort, welfare, happiness and enjoyment.
- C. The surviving spouse shall have the right during his/her lifetime to withdraw in whole or in part the principal of the Trust.
- D. The surviving spouse shall have a General Power of Appointment over the Trust, to appoint the principal and accrued or undistributed income to one or more persons and entities, including the surviving spouse's own estate, the creditors of the surviving spouse, or the creditors of the surviving spouse's estate, on any terms and conditions (either outright or in trust) and in any proportion that the surviving spouse shall appoint by Will or Codicil or a written instrument, specifically referring to and exercising this Power of Appointment.
- E. On the surviving spouse's death, all of the remaining assets of the Trust, not disposed of through a valid and effective exercise of a Power of Appointment referred to in Paragraph D. above, shall be divided and distributed as follows:
 - 1) All of the Trustor's right, title and interest in and to improved real property located at 36769 W. Coeur d'Alene Lakeshore, Coeur d'Alene, ID 83814 shall be distributed outright to the Trustor's daughter, **KATHERINE C. SANDS**, if living; otherwise to **CHARLES A. SANDS**, subject to the provisions of Paragraph 4) (a) and (b), below.
 - 2) All of the Trustor's right, title and interest in and to improved real property located at 907 Barhugh Pl., San Pedro, CA 90731 shall be distributed outright to the Trustor's daughter, **KATHERINE C. SANDS**, if living; otherwise fifty percent (50%) to **GERALDINE C. ROSALES**, and fifty percent (50%) to **MARY**

ROSE C. ROSALES, subject to the provisions of Paragraph 4) (a) and (b), below.

- 3) All of the Trustor's right, title and interest in and to improved real property located at 938 W. Basin St., San Pedro, CA 90731 shall be distributed outright to the Trustor's daughter, **KATHERINE C. SANDS**, if living; otherwise fifty percent (50%) to **GERALDINE C. ROSALES**, and fifty percent (50%) to **MARY ROSE C. ROSALES**, subject to the provisions of Paragraph 4) (a) and (b), below.
- 4) All the rest, residue, and remainder of the Trust Estate shall be divided and distributed as follows:
 - (a) Forty percent (40%) of the balance of the Trust Estate shall be distributed to the Trustor's daughter, **KATHERINE C. SANDS**, if living; otherwise fifty percent (50%) of that part to **GERALDINE C. ROSALES**, and fifty percent (50%) to **MARY ROSE C. ROSALES**, subject to the provisions of Paragraphs 4) (a) and (b), below.
 - (b) Thirty percent (30%) of the balance of the Trust Estate shall be distributed to the Trustor's daughter, **GERALDINE C. ROSALES**, if living; otherwise fifty percent (50%) of that part to **KATHERINE C. SANDS**, and fifty percent (50%) to **MARY ROSE C. ROSALES**, subject to the provisions of Paragraphs 4) (a) and (b), below.
 - (c) Thirty percent (30%) of the balance of the Trust Estate shall be distributed to the Trustor's daughter, **MARY ROSE C. ROSALES**, if living; otherwise fifty percent (50%) of that part to **KATHERINE C. SANDS**, and fifty percent (50%) to **GERALDINE C. ROSALES**, subject to the provisions of Paragraphs 4) (a) and (b), below.
- 5) Any share to be distributed to the children of the Trustors shall be held, retained, administered and distributed as follows:
 - (a) While any child of the Trustors is under twenty-three (23), the Trustee is directed to hold, administer, invest, and reinvest such person's part of the Trust Estate for his or her benefit exclusively, and to apply so much of the net income and principal thereof as the Trustee, in its discretion, shall deem necessary for such person's reasonable care, maintenance, support and education. Such payments may be made to the legal guardian, or to the person whom beneficiary resides, or directly to him or her, or otherwise, as the Trustee may from time to time deem advisable, and the Trustee shall accumulate for the benefit of such person any income not so applied or paid.

- (b) When a child for whom a part shall have been retained under the foregoing provisions attains age twenty-three (23), any of such part then held for such person shall be distributed to him or her, and in the case of the child's death prior thereto, shall forthwith be distributed to his or her siblings as listed in Paragraph I, B., on the principal of representation.

VI. TAXES AND EXPENSES

A. Proration of Taxes According to Law

Except as otherwise specifically provided in this instrument (or in either Trustor's Will directing that the property passing under the Will be applied to the satisfaction of a tax), all estate and other inheritance taxes, including interest and penalties, imposed on or by reason of the inclusion of any portion of the Trust Estate in the gross taxable estate of either Trustor may be paid by the Trustee and charged to, prorated among, or recovered from the Trust Estate or the persons entitled to the benefits under these trusts as provided in Division 10 of the California Probate Code and applicable provisions of the Internal Revenue Code. The Trust Estate includes property subject to probate administration that is directed to be added to the Trust Estate by reason of a Trustor's death.

VII. APPOINTMENT OF SUCCESSOR TRUSTEE

- A. If either **MARK D. SANDS** or **TERESA C. SANDS** cease to act as Trustee, then the other shall act alone as Successor Trustee.
- B. If both **MARK D. SANDS** and **TERESA C. SANDS** cease to act as Trustee, then **MARY ROSE C. ROSALES** shall act as Successor Trustee.
- C. If **MARY ROSE C. ROSALES** ceases to act as Trustee, then **GERALDINE C. ROSALES** shall act as Successor Trustee.

VIII. TRUSTEES' POWERS

- A. To carry out the purposes of this trust, the Trustees are vested, without necessity of application to any Court, with the powers listed below as well as any powers conferred by law. The enumeration of certain powers in the trust shall not limit the Trustee's powers. The Trustees 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 the Trust.

- B. The Trustee may, in the Trustee's discretion, invest and reinvest trust funds in every kind of property (real, personal, or mixed) and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts; investment companies, and mutual funds; life insurance policies; notes, real estate, bonds, debentures, mortgages, deeds of trusts, mortgage participations, market funds and index funds appropriate under the then-prevailing circumstances (specifically including, but not limited to, the factors set out in California Probate Code Section 16047(c)).
- C. To continue to hold any property and to operate at the risk of the Trust Estate any business that the Trustee receives or acquires under the Trust, as long as the Trustee considers it advisable.
- D. To retain, purchase, or otherwise acquire unproductive property, except the surviving spouse shall have the power to compel the Trustee to dispose of any assets that fail to provide a reasonable income to the surviving spouse as income beneficiary.
- E. To have all the rights, powers and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and incident to such participation, to deposit securities with and transfer title to any protective or other committee on any terms the Trustee considers advisable; and to exercise or sell stock subscription or conversion rights.
- F. To hold securities or other property in the Trustee's name as Trustee under this Trust, in the Trustee's own name or in a nominee's name, or to hold securities unregistered in such condition that ownership will pass by delivery.
- G. To maintain a Margin and Short Account and through such account to purchase securities on margin, sell securities the Trust does not own (i.e., short sales) and to borrow securities in connection therewith, to borrow money, to secure the performance of the Trust's obligations to the Accounts and to grant authority to the brokerage firm, acting as principal or otherwise, to pledge, repledge, hypothecate or rehypothecate assets of the Trust.
- H. To trade in all types of options, including without limitation, the purchase of puts and calls and the writing (sale) of uncovered puts and calls.
- I. To retain professional investment counsel of the Trustee's choice, regarding investments held by these trusts.

- J. To employ any attorney, accountant, corporate fiduciary, appraiser or any other agent or agents to assist the Trustee in the administration of this Trust.
- K. To sell Trust real property, and to sell Trust personal property, for cash, credit, or deferred payments; to manage, control, grant options on, convey, exchange, partition, divide, improve, and repair Trust property, both real and personal.
- L. To lease Trust property for terms within or beyond the term of the Trust for any purpose, including exploration for and removal of gas, oil and other minerals; and to enter into community oil leases, pooling and utilization agreements.
- M. To borrow money and to encumber Trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the Trust or the joint debts of the Trust and a co-owner of the property in which the Trust has an interest.
- N. To initiate or defend, at the expense of the Trust, any litigation relating to the Trust or any property of the Trust Estate the Trustee considers advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the Trust.

The Trustee's powers under this paragraph shall apply during the term and after distribution of Trust assets. The Trustee shall have no obligations or duties, however, for any litigation or claims occurring after distribution of Trust assets, unless the Trustee is adequately indemnified by the distributees for any loss connected with these matters.

- O. To carry insurance of the kinds and in the amounts the Trustee considers advisable, at the expense of the Trust, to protect the Trust Estate and the Trustee personally against any hazard.
- P. Except as otherwise specifically provided in this instrument, the determination of all these matters with respect to what is principal and income of the Trust Estate and the apportionment or allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act, from time to time existing.
- Q. Income accrued or unpaid in Trust property when received into the Trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any trust or any interest in a trust created under this instrument, shall go to the next beneficiaries of that interest or trust in proportion to their interest in it.

IX. GENERAL PROVISIONS

A. Perpetuities Savings Clause

Unless terminated earlier in accordance with other provisions of this instrument, all trusts created under this instrument shall terminate 21 years after the death of the last survivor of: (a) the Trustors, (b) children of the Trustors and (c) children of deceased children of the Trustors, living on the date of the death of the first Trustor to die. The principal und undistributed income of a terminated trust shall be distributed to the income beneficiaries of that Trust in the same proportion that the beneficiaries are entitled to receive income when the Trust terminates. If, at the time of termination, the rights to income are not fixed by the terms of the Trust, distribution under this clause shall be made, by right of representation, to the persons who are then entitled and authorized, in the Trustee's discretion, to receive Trust payments.

B. Spendthrift Clause

No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned, encumbered, or subjected to creditor's claim or legal process before actual receipt by the beneficiary.

C. Choice of Laws

The validity of this Trust and the construction of its beneficial provisions shall be governed by the laws of the State of California in force from time to time. This paragraph shall apply regardless of any change of residence of the Trustee or any beneficiary, or the appointment or substitution of a trustee residing or doing business in another state. Notwithstanding the foregoing, the validity and construction of this Trust in relation to any real property located in a jurisdiction outside the State of California shall be determined under the laws of such jurisdiction. If the situs or place of administration of the Trust is changed to another state, the law of that state shall govern the administration of the Trust.

D. Construction of Terms

In this instrument, in all matters of interpretation, whenever necessary to give effect to any provision of this instrument, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural, and the plural shall include the singular.

E. Statutes, Codes and Regulations

Except as otherwise specified, all references to specific statutes, codes, and regulations shall be to those provisions as amended from time to time and to the corresponding provisions of any subsequent legislation or regulation.

F. Trustees and Fiduciaries

All references to trustees, special trustees, or any other fiduciary shall refer to the individual, or individuals or institutions serving from time to time in such capacity under this instrument.

G. Issue and Children

In this instrument, the term "issue" refers to the lawful lineal descendants of all degrees, and the terms "child", "children", and "issue" include adopted children who were minors at the date of adoption.

H. No-Contest Clause

A contestant shall be considered to have predeceased both the Trustors without surviving issue and not to be in existence at the time of either Trustor's death. For purposes of this instrument, "contestant" means any person other than the Trustors who, directly or indirectly, voluntarily participates in any proceeding or action in which such person seeks to void, nullify, or set aside (1) any provision of this instrument; (2) any provision of either Trustor's Will that gives property to the Trustee of any trust under this instrument; or (3) any amendment of this instrument or codicil of either Trustor's Will.

The Trustee is authorized to defend, at the exposure of the Trust Estate, any contest or other attack of any nature on this Trust or any of its provisions or amendments.

I. Payments to Beneficiary under Disability or to Minor Beneficiary

Payments to any beneficiary who is a minor or is under any other disability may be made for the beneficiary's account to the beneficiary's conservator, guardian of the person, custodian under the Uniform Transfers to Minors Act, parent, or any other suitable adult with whom the beneficiary shall reside, or may be applied for the beneficiary's benefit. Sums may be paid directly to minor beneficiaries who, in the fiduciaries' judgement, have attained sufficient age and discretion to render it probable that such sums will be properly expended. No bond or other security shall be required of any such payee.

No distribution under this instrument to or for the benefit of a minor beneficiary shall discharge the legal obligation of the minor's parents to support him/her in accordance with the laws of the state of the parents' domicile from time to time,

unless a Court of competent jurisdiction determines that this distribution is necessary for the minor's support, health or education.

J. Division or Distribution in Cash or Kind

In order to satisfy a pecuniary gift or to distribute or divide Trust assets into shares or partial shares, the Trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this instrument shall be valued at its fair market value at the time of distribution.

K. Conduit IRA Provision

In the event the Trust or any sub-trust is named as a beneficiary of an IRA or other retirement plan, and if the Trustee takes distribution of funds from the IRA or retirement plan, the Trustee must then distribute these funds to the named beneficiary for whom the Trust or sub-trust was created, or in the event that a named beneficiary is a minor, to a Custodian chosen by the Trustee for the benefit of the minor under the California Uniform Transfers to Minors Act until the minor attains the age of twenty-three (23). The Trustee shall have full authority to receive distributions from the IRA or other retirement plan over the life expectancy of the minor. In other words, the Trustee is authorized to stretch-out or inherit the IRA or retirement plan over the life expectancy of the beneficiary until the beneficiary reaches the age at which they will begin taking distributions over their life expectancy.

X. PROVISIONS REGARDING TRUSTEES

A. Trustee Resignation

Any Trustee may resign at any time. The resigning Trustee must give written notice of the resignation by personal delivery or registered mail to all income beneficiaries. The resignation becomes effective on the acceptance of office by a designated Successor Trustee.

B. Trustee's Bond

No bond shall be required of any person named in this instrument as Trustee, or of any person appointed as the trustee in the manner specified in this instrument, for the faithful performance of his or her duties as Trustee.

C. Majority Rule

Any action by a majority of the Trustees shall be binding on the Trust Estate and may be relied on by third parties dealing with the Trustees.

D. Emergency

If an individual Co-Trustee cannot participate in Trust activities because of illness, disability, conflict of interest, or any other reason, the remaining Co-Trustee(s), shall during any incapacity, make all decisions regarding the Trust Estate as though he/she/they were the sole Trustee(s). In determining the nonparticipating individual Trustee's illness or disability, the Co-Trustee may rely on a certificate or other written statement from two licensed physicians who have examined the nonparticipating individual Trustee.

E. Non-liability of Successor Trustee

No Successor Trustee shall be liable for any act, omission, or default of a predecessor Trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the Trust, no Successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee. The Successor Trustee may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the Trust.

F. Trustee's Compensation

A Trustee shall be entitled to a reasonable compensation from time to time without prior Court Order.

G. Action of Current Trustees

So long as both husband and wife are acting as Co-Trustees of the Trust, then either Trustee may act without the consent of the other as to any banking transactions, stock, bond, mutual fund and other brokerage account transactions. Any such action shall be binding on the Trust Estate and may be relied upon by third parties dealing with the Trustees.

H. Appointment of Attorney-in-Fact by Trustee(s)

The acting Trustee or Successor Trustee of this Trust has the power to nominate an Attorney-in-Fact to act on the Trustee's behalf in carrying out all actions taken by the Trustee hereunder and to sign all documents in connection therewith as Attorney-in-Fact for the Trustee. These actions may include, but not be limited to, any and all documents affecting real estate and any and all checks or other documents in connection with any account at any financial institution.

I. HIPPA Release

When in the process of determining the Trustor(s) or Trustee(s) incapacity, all identifiable health information and medical records may be released to the person who is nominated Successor Trustee, including any written opinion relating to Trustor(s) or Trustee(s) incapacity that the person so nominated may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPPA), 42 USC 1320d and 45 CFR 160-164, and applies even if that person is not yet acting as Successor Trustee.

Further, this HIPPA release also covers the release of Trustor's medical information to a nominated Attorney-in-Fact, acting on behalf of the Trustor, either individually or within the provisions of this Trust.

XI. SEVERABILITY

If any provision of this Trust instrument is unenforceable, the remaining provisions shall remain in full effect.

IN WITNESS WHEREOF the Trustors and Trustees have signed their names this 22nd day of March, 2020.

TRUSTORS:



MARK D. SANDS



TERESA C. SANDS

TRUSTEES:



MARK D. SANDS



TERESA C. SANDS

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 this document.

STATE OF CALIFORNIA)
)SS
COUNTY OF LOS ANGELES)

On March 22, 2020, before me, MARY MOIZA, a Notary Public, personally appeared **MARK D. SANDS** and **TERESA C. SANDS**, 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 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 complete.

WITNESS my hand and official seal.

Mary Mora
NOTARY'S NAME



SCHEDULE "A"

1. Improved real property located at 938 W. Basin St., San Pedro, CA.
2. Improved real property located at 36769 Coeur d'Alene Lake Shore, Coeur d'Alene, ID.
3. Improved real property located at 907 Barhugh Pl., San Pedro, CA.
4. Wells Fargo Checking #0742259309