3471866 BK 7993 PG 72 E 3471866 B 7993 P 72-80
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
4/21/2022 8:48:00 AM
FEE \$40.00 Pgs: 9
DEP eCASH REC'D FOR PARR BROWN GEE & LO

MAIL TAX NOTICES TO: Angela M. Mann, trustee The Reta L. Felt Revocable Trust 2377 North 4500 West Hooper, UT 84315

AFFIDAVIT OF SUCCESSOR TRUSTEE

STATE OF UTAH)
-	:ss
COUNTY OF LAVIS	_)

Affiant, Angela M. Mann, having been first duly sworn, deposes and states as follows:

- By trust agreement dated March 20, 2013 (the "Trust Agreement"), Reta L. Felt, as grantor and trustee, created and placed in effect The Reta L. Felt Revocable Trust (the "Trust").
- 2. By Special Warranty Deed signed September 30, 2014 and recorded October 1, 2014 in the Davis County Recorder's Office as Entry No. 2826534, in Book No. 6114, at Page No. 277, Reta P. Felt, also known as Reta L. Felt, as grantor, conveyed to Reta L. Felt, and her successors, as trustee of The Reta L. Felt Revocable Trust under agreement dated March 20, 2013, as grantee, the following described parcel of improved real property located in Davis County, State of Utah (the "Property"):

All of Lot 5, Oakmont Subdivision, a subdivision of Lot E, Oakmont Acres Subdivision, a subdivision of part of the Southwest Quarter of Section 25, Township 4 North, Range 1 West, Salt Lake Meridian, in the town of Fruit Heights, according to the official plat thereof.

Parcel Tax Identification Number: 11-038-0025

- Reta L. Felt died on November 10, 2021, as evidenced by her Certificate of Death attached hereto as Exhibit A and incorporated herein by this reference ("Death Certificate").
- 4. Article 5.01(e) of the Trust Agreement sets forth the successorship provisions for the trustee of the Trust, and provides that upon a vacancy in the trusteeship of the Trust, the following persons shall serve as the successor trustees of the Trust, to act successively in the order named: Angela M. Mann; and then Tyler J. Felt. Copies of the relevant pages of the Trust Agreement are attached hereto as Exhibit B and incorporated herein by this reference (the "Relevant Pages of the Trust Agreement").

5. Accordingly, as of the date of this Affidavit of Successor Trustee, Angela M. Mann is the successor trustee of the Trust, with full power and authority to transfer interests in real property constituting the corpus of the Trust, including the Property.
DATED this 10 day of Feb, 2021.
Angela M. Mann Munu
On the 10 day of Feb , 2022, before me, the undersigned, a notary public, personally appeared Angela M. Mann, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same. NOTARY PUBLIC NATHAN SALMOND NOTARY PUBLIC - STATE OF UTAH My Comm. Exp 05/03/2022
Commission # 700206

EXHIBIT A DEATH CERTIFICATE

[See document attached hereto]



3471866 BK 7993 PG 75

CERTIFICATE OF DEATH

State File Number: 2021020074

Reta Lynn Felt

DECEDENT INFORMATION

Date of Death: November 10, 2021 City of Death; Fruit Heights

Age:

Place of Birth: Logan, Utah Armed Services: No

Spouse's Name:

Industry/Business: Department of Defense Residence: Fruit Heights, Utah Oreta Isabelle Nichols Mother's Name:

Facility or Address:

Time of Death: 14:00 (Found)

County of Death: Davis

Date of Birth: October 14, 1946

Female Sex: Marital Status: Widowed Usual Occupation: Secretary

Some College but No Degree Education: Father's Name: Franklin Redford Parker

Facility Type: Home

INFORMANT INFORMATION

Angela Mann Relationship: Daughter Name:

Mailing Address: 2377 North 4500 West, Hooper, Utah 84315

1392 East 700 North

DISPOSITION INFORMATION

Method of Disposition:

Kaysville City Cemetery, Kaysville, Utah Place of Disposition:

November 18, 2021 Date of Disposition:

FUNERAL HOME INFORMATION

Lindquist Mortuary - Layton Funeral Home:

1867 North Fairfield Road, , Layton, Utah 84041 Address:

Funeral Director: Rachel VanDerMeide

MEDICAL CERTIFICATION

Michael Yeates MD, 380 North 480 West, Kaysville (Davis), Utah 84037 Certifying Physician:

CAUSE OF DEATH

Cardiac Arrest (Unknown Etiology) Tobacco Use: Did not Contribute

Medical Examiner Contacted: No Autopsy Performed: No Manner of Death: Natural

Date Registered: November 16, 2021 Date Issued: November 16, 2021

> This is an exact reproduction of the facts registered in the Utah State Office of Vital Records and Statistics. Security features of this official document include: Intaglio Border, V & R images in top cycloids, and intaglio microtext. This document displays the date, seal and signature of the Utah State Registrar of Vital Record and Statistics.

Linda S. Wininger, MSW, LCSW

State Registrar



Brian Hatch Director/Health Officer

STATE OF UTAH - DEPARTMENT OF HEALTH - OFFICE OF VITAL RECORDS AND STATISTICS AFFIDAVIT TO AMEND A RECORD

Corrections to a vital record may be made by affidavit but an item on a birth record may be corrected by affidavit only once. A court order is required for gender or subsequent changes. This form is not used with a court order. A court order is necessary to make any corrections to a Delayed Birth Certificate or Death Certificate. This affidavit cannot be used to correct medical information. Many changes, including marital status, require more information; please visit our website or contact our office. Please return any copies of the certificate with this completed affidavit and all supporting documentation. If corrected certificates are reissued within 90 days of issuance, the new certificate fee will be waived but affidavit fees may still apply. This affidavit may be mailed with the correct fees, proof of ID and application for a new certificate.

Mailing Address: Office of Vital Records and Statistics PO Box 141012 Salt Lake City, UT 84114-1012

Physical Address: Office of Vital Records and Statistics 288 North 1460 West Salt Lake City, UT 84116

Contact Info: https://VitalRecords.utah.gov 801-538-6105 vrequest@utah.gov

Affidavit Instructions: Please print or type. Items 1-6: Enter the facts as reported on the current vital record. Item 7: Enter the item number from items 1-6 that will be changed, if applicable. Item 8a: Enter the information as stated on the original record. Item 8b: Enter the correct information as it should be stated. Item 9: Enter the reason the change is necessary. Item 10: Enter the proofs used to support the change. The proofs must match the asserted fact(s) exactly. Proofs must be submitted with the affidavit. Items 11-22: Enter witness information.

Witnesses for Birth Certificate: If the person listed on the record is under 18 years of age, both parents of record MUST sign the affidavit. If only one parent is listed, the second witness MUST be an immediate family member of the listed parent. If the person listed on the record is 18 years of age or older, he/she MUST sign as one of the witnesses. The second witness MUST be their immediate family member.

Witnesses for Death Certificate: The informant must sign as a witness along with an immediate member of the decedent's family. If adding a spouse, the spouse must sign as a witness. If no immediate family, a person who is knowledgeable of the facts may sign.

	[]BI	RTH [] DEA	TH []ST	LLBIRTH		STATE FILE NUMBER	:	
INFORMATION AS REPORTED ON RECORD	1a. FIRST NAME		1b. MIDDLE NAME			1c, LAST NAME		
	2, SEX	3. DATE OF EVENT	- Maria and Company	4. PLACE	F OCCURREN	ICE (City and County)	(
REP	NAME OF PARENT 1 (Malden name if applicable) 6.1			6, NAME O	NAME OF PARENT 2 (Malden name if applicable)			
STATEMENT OF AMENDMENTS	7. ITEM NO. 8a, FAC	TS EXACTLY AS ON O	RIGINAL RECORD		8b. CORREC	CT INFORMATION		
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WHYIS	9.		<u> </u>					
CHANGE NEEDED?								
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OATH OF FIRST WITNESS (MUST BE 18 OR OLDER)	and that the informat 11a. SIGNATURE OF WITHE	ion given is true and co 88 (Must sign in front of Notary	11b. PRINTED NAME OF WIT	NESS	()	Subscribed to and Sworn to I	COUNTY	
	v	3. AGE OF 14. DAYTIME 1	ELEPHONE /	16, RELATION	SHIP TO ta.			
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	/							
SECOND WITN BE 18 OR OLDE	and that the informat	on given is true and co	I have personal knowle rrect. 17b. PRINTED NAME OF WITH		facts	. ,	COUNTY	
	W	AGE OF 20. DAYTIME T	ELEPHONE	21, RELATIONS	SHIP TO 1a.	NOTARY SIGNATURE	\	
	22. ADDRESS OF WITNESS	14.	\			ω, 		E

EXHIBIT B RELEVANT PAGES OF THE TRUST AGREEMENT

[See document attached hereto]

THE RETA L. FELT REVOCABLE TRUST

THIS AGREEMENT, dated Most on 20, 2013, is between Reta L. Felt, as grantor (referred to in the first person), and Reta L. Felt, as trustee (referred to as the "trustee").

ARTICLE 1: CREATION OF TRUST

1.01 Trust Estate.

- (a) <u>Initial Trust Estate</u>. I hereby transfer to the trustee cash in the amount of \$100. The trustee shall administer and distribute such property in accordance with the provisions of this agreement.
- (b) Additions to the Trust Estate. I or any other person may from time to time transfer additional property of any kind to the trustee, for administration and distribution in accordance with the provisions of this agreement.
- 1.02 Name of Trust. The name of the trust governed by this agreement is The Reta L. Felt Revocable Trust.
 - 1.03 Purposes of Trust. The purposes of The Reta L. Felt Revocable Trust are to:
- (a) provide for the convenient and efficient management of my assets in the event of my incapacity;
- facilitate the orderly and expeditious disposition of my assets upon my death; and
- (c) preserve the privacy of my personal and financial affairs to the maximum extent permitted by law.
- 1.04 Definitions of Terms. As used in this agreement, unless the language or context clearly indicates that a different meaning is intended:
- (a) terms enumerated in Article 7.02 have the meanings ascribed to them by such article; and
- (b) terms that first appear enclosed in parentheses and quotation marks have the meanings evident in the context in which they first appear.

- (a) Appointment of Additional Trustees. The trustee of a trust governed by this agreement may at any time appoint one or more additional trustees of the trust by signed notice filed in the trust records and delivered to each appointed trustee and each current beneficiary. The appointment may be for general or limited purposes and for a fixed or indefinite term. The appointment shall be effective upon the appointed trustee's acceptance of appointment or on such later date as may be specified in the notice of appointment. A trustee appointed pursuant to this Article 5.01(a) shall act solely in a fiduciary capacity with due regard to the beneficiaries' respective interests.
- (b) <u>Resignation</u>. A trustee may resign at any time by signed notice filed in the trust records and delivered to any co-trustee and each current beneficiary. If the trustee is a co-trustee, the resignation shall be effective on the date the notice of resignation is filed in the trust records or on such later date as may be specified in the notice of resignation. If the trustee is the sole trustee, the resignation shall be effective on acceptance of appointment by a properly appointed alternate trustee.
- (c) <u>Incapacity or Absence</u>. A trustee shall be deemed to have resigned as of the date the trustee is determined to be incapacitated or inexplicably absent.

(d) Removal.

- (1) Power of Removal. A majority of my living descendants in the generation or combination of generations nearest to my generation in which there are at least two of my living descendants may remove any trustee of a trust governed by this agreement by signed notice filed in the trust records and delivered to the appointed alternate trustee and each current beneficiary. Removal of a trustee pursuant to the provisions of this Article 5.01(d) shall be effective on the later of (i) the date specified in the notice of removal or (ii) the date that is 30 days after the date the notice is delivered to the removed trustee.
- (2) <u>Limitation on Power to Remove</u>. A power to remove a trustee pursuant to the provisions of this Article 5.01(d) may be exercised only in furtherance of trust purposes and not as a means of improperly influencing the trustee in the exercise of the trustee's powers with respect to the administration of the trust or the beneficial enjoyment of trust income or principal. If a removed trustee believes that a substantial purpose of the removal was to improperly influence the exercise of the removed trustee's powers, the removed trustee may stay the removal by delivering an affidavit substantiating the basis of its belief to the person or persons exercising the power of removal within 15 days after receiving notice of the removal. The removed trustee's delivery of the affidavit shall render the removal ineffective unless and until a court of competent jurisdiction determines that to improperly influence the exercise of the removed trustee's powers was not a substantial purpose of the removal.
- (e) <u>Vacancies</u>. If a vacancy occurs in the office of trustee, the following persons shall act as alternate trustees, successively in the order named: my daughter, Angela M. Mann; and my son, Tyler J. Felt. If none of such persons is eligible and willing to serve as alternate trustee, an alternate trustee shall be appointed pursuant to the following methods, applied in the order of priority listed:

- distributions for "support" include distributions to enable the (3)beneficiary to enjoy reasonable comfort in his or her accustomed manner of living, taking into account (1) his or her legal obligation to support his or her spouse and dependent children and (2) the legal obligation and ability of others to support the beneficiary.
- Notices. Notices contemplated by this agreement may be sent by any commercially reasonable means, including hand delivery, first class mail, fax, e-mail or private courier. The notice will be effective on the date of receipt or, in the case of notice sent by first class mail, the fifth day after mailing.
- Governing Law. Utah law shall govern all matters arising out of or relating to 7.05 this agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement. If there are inconsistencies between this agreement and Utah law, this agreement shall control, except to the extent the inconsistencies relate to provisions of Utah law that cannot be altered by agreement.

Signed on the dates set forth below to be effective for all purposes as of the date first above written.

Date: March 20, 2013.

Date: March 20 ,2013.

STATE OF UTAH

COUNTY OF DAVIS

, 2013, personally appeared before me Reta L. Felt. the signer of the foregoing instrument, who duly acknowledged to me that she executed the same as grantor and trustee.

Witness my hand and official seal.

