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November 6, 2025

***Via U.S. Mail Only***

Town of Jerome

Attn: Brett Klein, Town Manager

P.O. Box 335

Jerome, AZ 86331

***With a copy to:***

John Austin Gaylord

Gust Rosenfeld P.L.C.

One East Washington Street, Suite 1600

Phoenix, Arizona 85004

**Re: Notice to Trust Beneficiary; Waiver of Inventory, Appraisement and Accounting – The Richard J. Martin Revocable Trust dated October 14, 2008, as restated on November 14, 2013, and restated again on June 3, 2025 (together, and as restated, the “Trust”).**

Dear Mr. Klein and Mr. Gaylord:

Our office represents Charles W. Runyon, Jr., Trustee of the Trust. You are a beneficiary of the Trust following Richard J. Martin’s death on October 7, 2025.

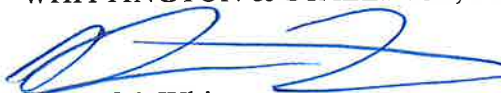
Pursuant to the Arizona trust code, we are enclosing a Notice to Trust Beneficiaries. This notice provides the name and contact information of the Trustee. Additionally, because you are a beneficiary of the Trust, we are enclosing for your records a copy of the pertinent section of the Trust that confirms your beneficial interest.

Please feel free to contact our office if you have any questions.

Sincerely,

BOYLE, PECHARICH, CLINE,

WHITTINGTON & STALLINGS, P.L.L.C.



Devon M. White

Robert S. Pecharich

RSP/DMW

Enclosures: Listed

Cc. Charles W. Runyon, Trustee

**SECOND RESTATEMENT OF**  
**THE RICHARD J. MARTIN REVOCABLE TRUST**

On the 14th day of November, 2013, RICHARD J. MARTIN, as Settlor, executed a restatement of THE RICHARD J. MARTIN REVOCABLE TRUST (hereinafter the "Trust"), originally established on the 14th day of October, 2008. RICHARD J. MARTIN was named as Trustee of the Trust.

Pursuant to Article 6, Paragraph (A) of the Trust, Settlor reserved the right to amend the Trust in whole or in part at any time during his lifetime by an instrument in writing signed by Settlor. Settlor now desires to exercise his right to amend the Trust by restating the Trust in its entirety.

NOW, THEREFORE, RICHARD J. MARTIN hereby restates the Trust in its entirety by revoking Articles One through Nine thereof and by substituting the following Articles in place thereof:

[REDACTED] S

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. **DISPOSITIVE PROVISIONS**

(A) **Payment of Income and Principal  
While Settlor is Living**

1. While Settlor is living, any income received by Trustee shall be held or disbursed as directed by Settlor. In addition, Trustee shall pay to Settlor such portion or portions of principal, up to the whole thereof, as Settlor shall request from time to time.

(B) **Distribution of Trust after Settlor's Death**

1. Upon the death of Settlor, Trustee shall distribute the remaining principal and undistributed income of the Trust as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(e) \$100,00.00 shall be distributed to the Town of Jerome upon the following conditions:

i. To be expended only for the creation of a public park.

ii. For expenses of only planning and materials and specifically not for labor or construction costs other than planning and materials, including but not limited to picnic tables, benches, trees, and other landscaping and park-like improvements.

iii. To be located on Town property, on ~~Yavapai County~~ <sup>DM</sup> Parcel # 401-06-015. Said location ~~on that parcel number~~ <sup>DM</sup> is more specifically designated ~~on a plat~~ <sup>within attached</sup> of said area, as attached hereto as Exhibit "A" and made a part hereof by reference.

iv. The Town of Jerome to agree, in writing, to complete the public park project within two (2) years of written notice of the gift from the Trustee.

v. The Town to maintain the completed park as a public park for the benefit and enjoyment of the general public.

vi. If the Town of Jerome fails to complete construction of this public park within two (2) years from the date of a written notice of this gift from my Trustee, the Town is to reimburse my Trust all sums advanced to the Town for the park. However, if the Town shows good cause for delay in completion of the park, my Trustee may, in his or her discretion, agree to extend the completion date.

(f) The Town of Jerome may decline this gift by written renunciation as provided herein and, if so, this \$100,000.00 shall be distributed by my Trustee to the Town of Jerome solely for the use by Jerome Fire Department. If any funds are reimbursed by the Town to my Trust, those funds shall be used solely for the recruitment, retention, and training of volunteer firefighters, and shall not be used to pay the salaries of Town employees performing work for the Jerome Fire Department.

[REDACTED]

**(i) Distribution if all Named Beneficiaries  
And Descendants are Deceased**

If, or to the extent, the above provisions do not provide for distribution of the trust estate or any part thereof, such interest shall be distributed free of trust, upon termination of all prior estates or interests, to the intestate heirs of Settlor as then determined by the laws of the State of Arizona as then in effect.

**(j)** Settlor has intentionally elected to distribute the assets of this Trust in the manner set forth herein, because Settlor feels that the Trust estate is best utilized as herein provided. If any person shall contest the validity of this Trust or my Last Will, for any cause or reason whatsoever, Trustee shall distribute to that person the sum of ONE DOLLAR (\$1.00) and no more.

[REDACTED]


[REDACTED]

IN WITNESS WHEREOF, Settlor and Trustee has signed this Second Restatement of Trust on the 3<sup>rd</sup> day of June, 2025.

  
RICHARD J. MARTIN  
Settlor and Trustee

STATE OF ARIZONA       )  
                                      ) ss:  
County of Yavapai       )

Acknowledged before me this 3<sup>rd</sup> day of June, 2025, by RICHARD J. MARTIN, as his free and voluntary act for the uses and purposes therein stated.

  
Notary Public

My Commission Expires:

8/4/2028



# Exhibit A

BOYLE, PECHARICH, CLINE,  
WHITTINGTON & STALLINGS, P.L.L.C.





*Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.*

Map printed on: 5.23.2025