

1 JOHN FRIEDEMANN, P.C. (#3607)  
5103 E. Thomas Road  
2 Phoenix, Arizona 85018  
(602) 840-0314  
3 e-mail: john@friedeman.com  
Attorney for Exeter Trinity Properties

4 **IN THE UNITED STATES DISTRICT COURT**  
5 **DISTRICT OF ARIZONA**

<p>7 UNITED STATES OF AMERICA,</p> <p>8 Plaintiffs,</p> <p>9 vs.</p> <p>10 JOSEPH J. LIPARI, EILEEN H. LIPARI and EXETER TRINITY PROPERTIES, L.L.C.,</p> <p>11 Defendants.</p>	<p>No. 3:10-CV-08142 JWS</p> <p>MOTION TO JOIN and MOTION TO SUBSTITUTE</p> <p>Honorable John W. Sedwick</p>
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13 Defendant Exeter Trinity Properties, LLC, [Exeter] respectfully requests that  
14 Timeless Windsor Ventures [Windsor], a Nevada trust, be joined as a party Defendant. It is  
15 further requested that Exeter either be dismissed as a party defendant or that Windsor be  
16 substituted as a party defendant in its stead. These Motions are supported by the attached  
17 Memorandum.

18 Dated: June 14, 2012.

19 RESPECTFULLY SUBMITTED,

20 /s/

21 John Friedeman  
5103 E. Thomas Road  
22 Phoenix, AZ 85018  
Attorney for Defendant Exeter

23 **MEMORANDUM OF POINTS AND AUTHORITIES**

24 Defendant Exeter Trinity Properties, LLC ,(Exeter) has reached a point beyond  
25 which it is unable to financially continue in this litigation. Therefore, for the purpose of  
26 defending the rights of the beneficiary of the trusts that constitute the members of Exeter,

JOHN FRIEDEMANN, P.C.  
5103 East Thomas Road  
Phoenix, Arizona 85018-7914  
(602) 840-0314

1 Exeter has sold its interest in the subject real property to Timeless Windsor Ventures  
2 (Windsor).

3 Windsor has purchased Exeter's interest in the subject real property subject to  
4 this lawsuit and Notices of Federal Tax Lien currently clouding the title to said property. A  
5 copy of the Sales Agreement between Exeter and Windsor and a copy of the Deed  
6 transferring legal title to the subject property to Windsor are attached to this Motion. This  
7 purchase is not intended to delay or confuse these proceedings. Its sole purpose is to preserve  
8 the rights of the beneficiary by clearing the cloud on the title. Windsor intends to proceed to  
9 trial.

10 The only beneficiary of Windsor is the Guiding Eyes for the Blind, which is the  
11 same beneficiary named by the two trusts that are the only members of Exeter. The  
12 beneficiary's rights are the prime concern of Windsor and of the trustees that will be acting  
13 on behalf of Windsor. According to Windsor's Trust documents, any of its trustees may  
14 represent the trust in litigation, as may be required.

15 Windsor has paid reasonable compensation sum to Exeter to acquire Exeter's  
16 interest in the subject real property.

17 The expense of trial would be unbearable to Exeter, and thus the Court is  
18 requested to accept the substitution of Windsor for Exeter.

19 Pursuant to Rule 25(c) of the Federal Rules of Civil Procedure:

20 If an interest is transferred, the action may be continued by or against the  
21 original party unless the court, on motion, orders the transferee to be substituted  
in the action or joined with the original party.

22 Windsor is requesting that it be substituted as a party defendant for Exeter pursuant to Rule  
23 25(c) by virtue of its purchase of Exeter's interest in the subject real property. Windsor  
24 intends to be represented in this action by its trustees.

25 A.R.S. § 14-10815(A)(1) states in relevant part: "A trustee, without  
26 authorization by the court, may exercise powers conferred by the terms of the trust."



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this December 22, 2011, I electronically filed the foregoing with the Clerk of Court and served the following attorney of record using the CM/ECF system:

Charles M. Duffy  
P.O. Box 683  
Ben Franklin Station  
Washington, D.C. 20044-0683

I further certify that on the same day I mailed by U.S. Postal Service the foregoing to the following party who is not represented by counsel.

Joseph Lipari  
156 Johnson Hill Drive  
Waynesville, NC 28786  
Defendant, pro per

/s/

\_\_\_\_\_  
John Friedeman

JOHN FRIEDEMANN, P.C.  
5103 East Thomas Road  
Phoenix, Arizona 85018-7914  
(602) 840-0314



# SALES AGREEMENT

Seller: Exeter Trinity Properties LLC

Buyer: Timeless Windsor Ventures

Whereas **Exeter Trinity Properties LLC** is an Arizona Limited Liability Company, and **Timeless Windsor Ventures** is an irrevocable Trust formed in Nevada and operating in Arizona, and

Whereas Exeter owns the real property located at **1001 S. 6<sup>th</sup> St., Cottonwood, AZ 86326**, and legally described as:

The West one-half of the West one-half of Lot 9, VERDE PALISADES, Plat 2, according to the plat of record on file in the Office of the County Recorder of Yavapai County, Arizona, in Book 7 of Maps, page 31,

and,

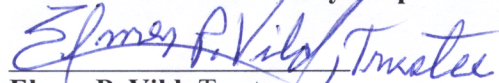
Whereas, **Windsor is willing to step into the shoes of Exeter** by purchasing the land and substituting as a defendant in the litigation, with the intention of realizing a profit from the land,

IT IS THEREFORE AGREED, by and between the parties undersigned as follows:

1. **Windsor will purchase** all of Exeter's right, title and interest in and to the land. The purchase price will be **\$1,000.00**.
2. Windsor will agree to name as its sole beneficiary the **Guiding Eyes for the Blind**, which is the charity that is presently identified as the sole beneficiary of the two trusts which constitute the members of Exeter (Golden Kiwi Trust and Iron Insulator Trust). Windsor further agrees that it shall not change this beneficiary designation so long as it has any interest in the land or the proceeds of the land.
3. Exeter agrees to cooperate fully with the **substitution of Windsor for Exeter** as a defendant in the current litigation. The parties envision that the litigation will proceed with Windsor as a defendant.
4. Exeter confirms that upon this sale it will have no remaining assets, other than its checking account, and that all funds in that account will promptly be used to **pay bills** and the account will be closed.
5. Windsor acknowledges that it is purchasing the land **subject to the claims of the IRS**. By this purchase Windsor is not seeking to disregard or avoid any *proper* claims of the IRS. These claims, if any, are the subject of the current litigation.

Agreed this 1<sup>st</sup> day of June, 2012:

Members of **Exeter Trinity Properties LLC**

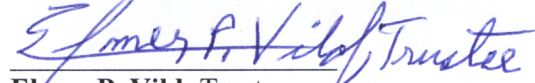
  
Elmer P. Vild, Trustee

Golden Kiwi Trust

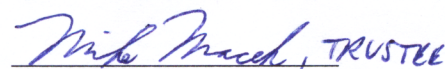
  
Patrick Janisch, Trustee

Iron Insulator Trust

Trustees of **Timeless Windsor Ventures**

  
Elmer P. Vild, Trustee

  
Terry I. Major, Trustee

  
Mike Macek, Trustee



When recorded, mail to:



FEE
\$ 5
\$4
\$5
\$1
\$10

Timeless Windsor Trust  
PO Box 2023  
Cottonwood, AZ 86326

# UNOFFICIAL - COMBINED COPY

Space above this line for Recorder's use

## QUITCLAIM DEED

Executed this 1<sup>st</sup> day of June, 2012

**Grantor:** (First Party)

**Exeter Trinity Properties LLC**  
PO Box 2023, Cottonwood, AZ 86326

**Grantee:** (Second Party)

**Timeless Windsor Ventures**  
PO Box 2023, Cottonwood, AZ 86326

**Property:** (Abbreviated Description): **1001 S. 6<sup>th</sup> St., Cottonwood, AZ 86326**

WITNESSETH that the said first party, for good consideration and for the sum of One Thousand Dollars (\$1000.00) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto said second party forever, all right, title, interest and claim, which said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Coconino, State of Arizona, to wit:

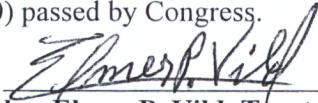
**The West one-half of the West one-half of Lot 9, VERDE PALISADES, plat 2, according to the plat of record on file in the Office of the County Recorder of Yavapai County, Arizona, in Book 7 of Maps, Page 31.**

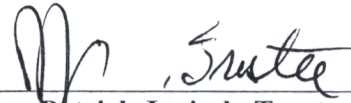
The trustees listed below, with full legal authority to title, register, record, and perform all duties related to the Exeter Trinity Properties, LLC, as required by A.R.S. § 33-404, hereby disclose the beneficiary(s) of said trust as follows: Guiding Eyes for the Blind, Inc. at 611 Granite Springs Road, Yorktown Heights, NY 10598-0709.

**EXCEPT all oil, minerals, ores and metals of every kind, as reserved in Deed recorded in Book 187, page 331, Records of Yavapai County, Arizona.**

**EXEMPT:** No transfer fee necessary; **ARS §11-1134 (B)(8)** and the Garn – St. Germain Depository Institutions Act of 1982 (Pub L. 97-320) passed by Congress.

Exeter Trinity Properties LLC

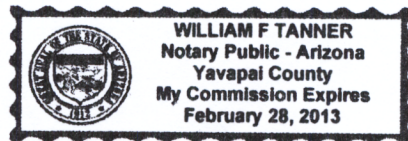
  
by: **Elmer P. Vild, Trustee**  
Golden Kiwi Trust, Member

  
by: **Patrick Janisch, Trustee**  
Iron Insulator Trust, Member

IN WITNESS WHEREOF, I have hereunto set my hand this 1<sup>st</sup> day of June, 2012.

{Seal}

  
NOTARY PUBLIC



STATE OF ARIZONA  
County of Yavapai

LESLIE M. HOFFMAN, County Recorder, in and for the County of Yavapai, State of Arizona, and custodian of the records of such office, do hereby certify that the foregoing is a full, true and correct copy of the record as same appears in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Prescott, County of Yavapai, State of Arizona, on this the 1st day of June, A.D. 2012



  
Deputy Recorder

**SEAL**