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5  
6 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
7 IN AND FOR THE COUNTY OF MARICOPA

8 In the Matter of the Estate of:

No. PB2020-071392

9 EVA L. KARROLL,  
(also known as Eva Linnea Karroll)

PARTIAL RECEIPT & RELEASE

10  
11 Deceased.

12 The undersigned, DR. PAUL GAUSMAN, Superintendent of SIOUX CITY  
13 COMMUNITY SCHOOLS and a legally authorized Agent on behalf of EAST HIGH  
14 SCHOOL, a distributee of the above-captioned Estate, acknowledges, understands,  
15 agrees and states as follows:  
16

17 1. That the acting Personal Representative of the Estate is MARY RUTH  
18 BULLOCK. *z. That East High School is a high school in the SCCSD.*

19 2. That the undersigned, on behalf of *the SCCSD and* EAST HIGH SCHOOL, *have* received  
20 and reviewed the Probate Documents and the Last Will and Testament of the Decedent.  
21

22 3. That pursuant to Paragraph A of ARTICLE SIX of the Last Will and  
23 Testament of EVA L. KARROLL, EAST HIGH SCHOOL is the beneficiary of Twenty-  
24 Five Percent (25%) of the net Residuary Estate, after all expenses remaining on the  
25 passing of the Decedent have been paid, all expenses of administration have been paid  
and all legally required final tax returns have been filed and applicable taxes paid, such

1 bequest to be used specifically to establish a scholarship in the name and honor of  
2 Nicholas Karroll ("Residuary Estate Bequest").

3  
4 4. That pursuant to an agreement among the undersigned on behalf of EAST  
5 HIGH SCHOOL, the Personal Representative of this Estate and the Siouxland  
6 Community Foundation, distribution of the Residuary Estate Bequest will be made to the  
7 Siouxland Community Foundation on behalf of EAST HIGH SCHOOL, to establish and  
8 administer a scholarship in the name and honor of Nicholas Karroll for the benefit of  
9 *students graduating from* EAST HIGH SCHOOL, pursuant to the provisions set forth in the Nicholas Karroll  
10 Memorial Scholarship Agreement.

11 5. That the Residuary Estate Bequest referenced above represents the entire  
12 share of this Estate to which *the SCCSD* EAST HIGH SCHOOL *are* entitled.

13 6. That the Personal Representative does not have to distribute any bequests  
14 identified in the above-referenced Estate until all final expenses of the Decedent and  
15 administration of the Estate have been paid, all tax returns have been filed, and a Final  
16 Accounting has been provided to and accepted by each beneficiary.

17 7. That the Personal Representative wishes to make early Partial Distribution  
18 of the above-referenced Residuary Estate Bequest to EAST HIGH SCHOOL, but that  
19 such early distribution would be made prior to the final administration of the Estate.  
20

21 8. That the Personal Representative is not willing to make an early "Partial  
22 Distribution" until all beneficiaries have acknowledged and agreed that they have no  
23 claims against the Estate, have waived any rights to make claims against the Estate or to  
24 contest any of the provisions contained in the Last Will and Testament, have agreed to  
25 the terms and contingencies required for such distribution as hereinafter set forth, and

*SCCSD and*

*SCCSD will enter into an agreement with SCF*

*SCCSD on behalf of*

1 have executed a Partial Receipt and Release in the presence of a Notary Public and  
2 returned the original to the Personal Representative.

3 9. The undersigned, on behalf of <sup>the SCCSD and</sup> EAST HIGH SCHOOL, hereby requests an  
4 early Partial Distribution of this Estate and in consideration for such early distribution,  
5 hereby confirms that <sup>SCCSD and</sup> EAST HIGH SCHOOL <sup>have</sup> has no claims against this Estate and  
6 irrevocably waives any right that <sup>SCCSD and</sup> EAST HIGH SCHOOL may have to make a claim  
7 against this Estate, or to contest any of the provisions contained in the Last Will and  
8 Testament.  
9

10 10. That the undersigned, on behalf of <sup>SCCSD and</sup> EAST HIGH SCHOOL, has received an  
11 Inventory of the Estate assets, has reviewed such Inventory and hereby approves the  
12 Inventory.  
13

14 11. That the Siouxland Community Foundation on behalf of EAST HIGH  
15 SCHOOL will receive a monetary distribution in the sum of Three Hundred Twenty-Five  
16 Thousand Dollars (\$325,000.00) as a Partial Distribution of the undersigned's Residuary  
17 Estate Bequest, to establish and administer a scholarship in the name and honor of  
18 Nicholas Karroll for the benefit of <sup>students graduating from</sup> EAST HIGH SCHOOL, in accordance with the  
19 provisions set forth in the Nicholas Karroll Memorial Scholarship Agreement, following  
20 the Personal Representative's receipt of all fully executed Partial Receipts and Releases  
21 from all beneficiaries.  
22

23 12. That the undersigned, on behalf of <sup>SCCSD</sup> EAST HIGH SCHOOL, acknowledges,  
24 understands, and agrees that this Partial Distribution to <sup>SCCSD on behalf of</sup> EAST HIGH SCHOOL is being  
25 made prior to payment of all expenses associated with the Estate. Although it is not

1 anticipated, if the remaining Estate assets are insufficient to cover all such expenses or if  
2 a claim against the Estate is made that ultimately affects the distribution to the  
3 undersigned, upon receiving a request for a refund from the Personal Representative for a  
4 properly chargeable expense or claim to the Estate, <sup>SCCS On behalf of</sup> EAST HIGH SCHOOL will promptly  
5 refund the amount of funds requested, provided that the requested amount is not greater  
6 than the value of the distribution made to the undersigned.  
7

8 13. The undersigned, on behalf of <sup>SCCS Band</sup> EAST HIGH SCHOOL, represents and  
9 warrants that the terms of this Partial Receipt and Release have been completely read,  
10 fully understood and voluntarily accepted, that <sup>SCCS Band</sup> EAST HIGH SCHOOL has had the  
11 opportunity to obtain the advice of separate legal representation and has obtained any and  
12 all legal representation the undersigned wishes to obtain with respect to this Partial  
13 Receipt and Release and the administration of the Estate.  
14

15 14. The undersigned, on behalf of <sup>SCCS Band</sup> EAST HIGH SCHOOL, it's agents,  
16 members, officers, directors, successors and assigns, hereby irrevocably releases and  
17 forever discharges, MARY RUTH BULLOCK, Personal Representative of the Estate of  
18 Eva L. Karroll, her successors, heirs, agents, representatives, servants, employees,  
19 attorneys, and insurers of any of them, from any actions or inactions pertaining to  
20 investment, management, distribution, disbursement, or administration of the Estate, any  
21 and all claims, demands, obligations, suits, judgments, actions, causes of action, choses in  
22 action, accountings, rights, damages, liabilities, compensation, costs, expenses, debts,  
23 attorney fees, taxes of any kind including penalties and interest, of any nature  
24 whatsoever, in law, equity or otherwise, whether now known or unknown, whether  
25

1 anticipated or unanticipated, whether understood or misunderstood, and whether choate  
2 or inchoate, that in any way arise out of, concern or relate to the Estate of Eva L. Karroll,  
3 and its administration, except for the administration of the Estate from the date of  
4 execution of this Partial Receipt and Release through Final Distribution.  
5

6 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

7 EAST HIGH SCHOOL  
8

9  
10 By: Dr. Paul Gausman  
11 Its: Superintendent  
12 Sioux City Community Schools  
13 627 4<sup>th</sup> Street  
Sioux City, Iowa 51101

14 STATE OF IOWA )  
15 ) ss.  
County of \_\_\_\_\_ )

16  
17 SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of  
18 \_\_\_\_\_, 2021, by DR. PAUL GAUSMAN, Superintendent of SIOUX CITY  
19 COMMUNITY SCHOOLS, known to me or satisfactorily proven to be the person whose  
20 name is subscribed to this Partial Receipt and Release, and acknowledged that he  
21 executed the same for the purposes therein contained and further acknowledged that he is  
22 authorized to execute the foregoing document as a legally authorized Agent on behalf of  
23 EAST HIGH SCHOOL.

24 Seal & expiration Date:

25  
Notary Public