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OFFICIAL RECORD

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FIRST AMERICAN TITLE

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Recording Requested By:

Name: First American Title

Address: 1674 Hwy 395, St 206

City/State/Zip Minden, Nv 89423

When recorded mail to:
Albert D. Zaborsky
17780 South Mace Dr.
Pioneer, Ca 95666

2005587 NMP

Durable General
Power of Attorney

(Title of Document)

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 7 Fee: 20.00
BK-0505 PG-11459 RPTT: 0.00



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C:\bc docs\Cover page for recording

DURABLE GENERAL POWER OF ATTORNEY

ALBERT V. ZABORSKY of Carson Valley Residential Care, 1189 Kimmerling Road, #B-15, Gardnerville, NV 89410, the Principal, hereby creates this General Power of Attorney for the purpose of enabling the Agent named below to act as the Principal's agent and attorney-in-fact on all matters.

1. **Designation of Agent.** The Principal hereby designates and appoints **ALBERT D. ZABORSKY** of 17780 South Mace Dr., Pioneer, CA 95666-9592, to be the Principal's agent and attorney-in-fact to act in the Principal's name and stead for all purposes.

2. **Effective Date.** This General Power of Attorney and the powers conferred herein shall be effective as of the date of the execution of this General Power of Attorney by the Principal, which date is set forth below.

3. **Powers of Agent.** The Agent acting under this General Power of Attorney shall have the full power and authority to do and perform every act and thing to the same extent as the Principal could do if personally present and under no disability. The Agent shall have all of the powers, rights, discretions, elections, and authority conferred by statute, the common law, or rule of court or governmental agency that are reasonably necessary for the Agent to act on the Principal's behalf for any purpose. In addition to these general powers, the Agent shall have the following specific powers:

A. The power to collect and receive, with or without the institution of suit or other legal process, all debts, monies, gifts, objects, interest, dividends, annuities and demands that now are due or may hereafter become due, owing or otherwise payable or

belonging to the Principal. The Agent may use and take all lawful actions in the Principal's name or otherwise to recover the same or compromise the recovery thereof.

B. The power to sell, convey, lease, exchange, mortgage, pledge, release, hypothecate or otherwise deal with, dispose of, exchange or encumber any of the Principal's property, either real or personal. This shall include the power to borrow money or otherwise obtain credit, upon such terms, conditions and covenants as the Agent considers to be appropriate.

C. The power to appear on the Principal's behalf in any litigation in which the Principal is or may become a party during the duration of this General Power of Attorney.

D. The power to give discharges, releases, consents and receipts on the Principal's behalf, including the power to renounce or disclaim any testamentary or nontestamentary transfer intended for the Principal.

E. The power to deposit funds in the Principal's name in any banking, savings, or financial institution in any type of account, whether or not insured.

F. The power to pay any and all bills, accounts, claims and demands now due or that become due or payable by the Principal. In connection therewith, the Agent may withdraw funds from and draw and sign checks in the Principal's name upon any bank or trust company, any savings or other financial institution, or any money market or other fund in which the Principal may have funds on deposit.

G. The power to endorse all checks drawn to the Principal's order for deposit in any account in which the Principal may have funds on deposit or in any new account opened in the Principal's name.

H. The power to hold, invest, reinvest or otherwise deal with and manage any property in which the Principal may have an interest.

I. The power to transfer or surrender any securities which the Principal may own. In connection therewith, the Agent may execute in the Principal's name or behalf any stock power or other instrument in order to effect the transfer or surrender thereof.

J. The power to enter into or renew any agency or custodial agreement with any bank or trust company at the Principal's expense for the investment or safekeeping of any property. This shall include the power to revoke any agency or custodial agreement, whether the agreement is entered into by the Principal, by the Agent or by another person.

K. The power of unrestricted access to, and the right to enter into, any safe deposit box, vault, storage warehouse or other depository which the Principal may own, which may be leased or registered in the Principal's name, or in which any of the Principal's property may be held.

L. The power to prepare, make, execute and file any and all federal, state, local or other tax returns, claims for refunds or declarations of estimated tax on the Principal's behalf. This power shall include the power to represent the Principal (directly or through attorneys, accountants, or other agents) in any matter before the Internal Revenue Service or any other federal, state or local agency. In connection with such representation, the Agent

may execute consents extending the statutory period for the assessment or collection of taxes, may pay all taxes and interest thereon which the Principal may owe or which may be assessed against the Principal and may contest the validity of any proposed assessment.

M. The power to execute, seal, acknowledge and deliver any instruments, documents or papers deemed necessary, advisable or expedient with respect to any property in which the Principal may at any time have an interest.

4. **Ratification.** The Principal hereby ratifies, acknowledges and declares valid all acts performed by the Agent on the Principal's behalf prior to the effective date of this General Power of Attorney.

5. **Revocation and Termination.** This General Power of Attorney is revocable by the Principal, provided that insofar as any governmental agency, bank, depository, trust company, insurance company, other corporation, transfer agent, investment banking company or other person who shall rely upon this power, this power may be revoked only by a notice in writing executed by the Principal and delivered to such person or institution.

This General Power of Attorney shall not be revoked or otherwise become ineffective in any way by the mere passage of time, but rather shall remain in full force and effect until revoked by the Principal in writing.

The Principal hereby revokes any and all general powers of attorney previously executed by the Principal, if any, and the same shall be of no further force or effect. However, the Principal does not intend in this General Power of Attorney to affect, modify or terminate any

special, restricted or limited power or powers of attorney previously granted by the Principal in connection with any banking, borrowing or commercial transaction.

6. **Construction.** This General Power of Attorney is executed and delivered in the State of Nevada, and the laws of the State of Nevada shall govern all questions as to its validity and as to the construction of its provisions. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific powers is not intended to limit or restrict the general powers granted to the Agent in this instrument.

7. **Reliance.** Third parties may rely upon the representations of the Agent as to all matters related to any power granted to the Agent in this instrument, and no person who acts in reliance upon the representation of the Agent shall incur any liability to the Principal or the Principal's estate as a result of permitting the Agent to exercise any power. Third parties may rely upon a photocopy of this executed General Power of Attorney to the same extent as if the copy were an original of this instrument.

IN WITNESS WHEREOF, the Principal has executed this General Power of Attorney on the 15th day of FEBRUARY, 2005.


ALBERT V. ZABORSKY

The Agent named below agrees to serve as the Principal's agent and attorney-in-fact pursuant to the terms set forth above in this document.

2-15-05
Date


ALBERT D. ZABORSKY

WITNESS:

Ronald F. Cauley and Pamela A. Latragna each hereby attest and declare under penalty of perjury under the laws of Nevada that: (1) the forgoing instrument was personally signed by **ALBERT V. ZABORSKY** in our presence and thereupon we, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses; (2) we did not sign the above signature of **ALBERT V. ZABORSKY** for or at his direction; (3) we are familiar with **ALBERT V. ZABORSKY** and believe him to be of sound mind and under no constraint, duress, fraud or undue influence; (4) we are not related to **ALBERT V. ZABORSKY** by blood, marriage or adoption; (5) we are not entitled to any portion of the estate of **ALBERT V. ZABORSKY** upon his death under any will or codicil of **ALBERT V. ZABORSKY** or by operation of the law; (6) we do not have any present or inchoate claim against any portion of the estate of **ALBERT V. ZABORSKY**; (7) we do not have any financial responsibility for the medical care of **ALBERT V. ZABORSKY**; (8) we are not persons named as attorney-in-fact in this instrument; and (9) we are at least eighteen (18) years of age.

Ronald F. Cauley
Pamela A. Latragna

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On this 15 day of FEBRUARY, 2005, personally appeared before me, a Notary Public, RONALD F. CAULEY and PAMELA A. LATRAGNA who acknowledged that they executed the foregoing instrument as their own act and deed.



[Signature]
NOTARY PUBLIC