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APN# \_\_\_\_\_

DOC # 0752613  
10/22/2009 03:59 PM Deputy: KE  
OFFICIAL RECORD  
Requested By:  
FOR THE PEOPLE

**Recording Requested by:**

Name: KATHLEEN BIGELOW  
Address: 228 AUTUMN HILLS RD  
City/State/Zip: GARDNERVILLE NV 89460

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 8 Fee: 21.00  
BK-1009 PG- 4534 RPTT: 0.00



( for Recorder's use only )

**When Recorded Mail to:**

Name: KATHLEEN BIGELOW  
Address: 228 AUTUMN HILLS RD  
City/State/Zip: GARDNERVILLE NV 89460

**Mail Tax Statement to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

Durable Power of Attorney  
( Title of Document )

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

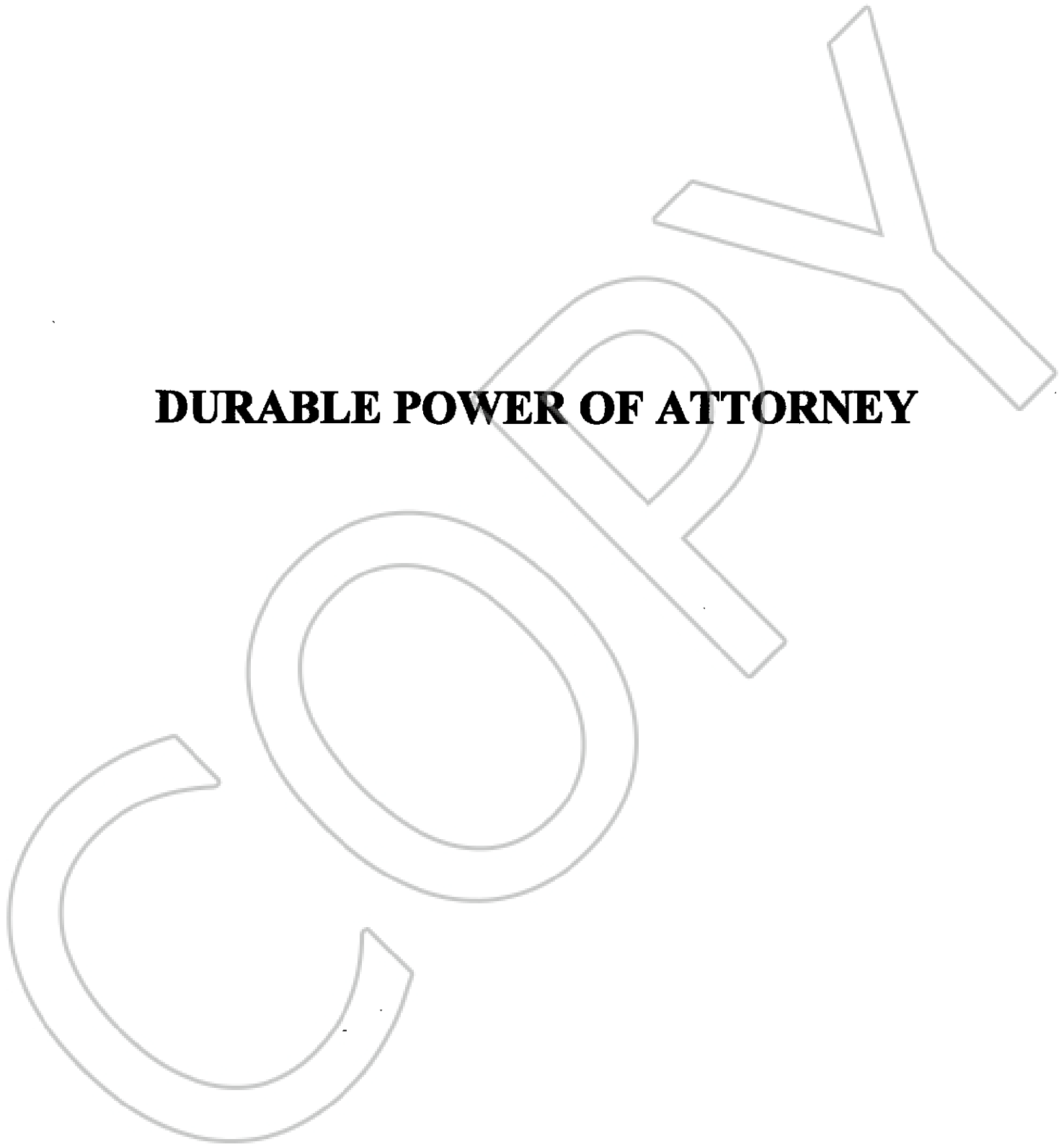
\_\_\_\_\_  
Signature Title

KATHLEEN BIGELOW  
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink. (Additional recording fee applies)

**DURABLE POWER OF ATTORNEY**



## **DURABLE POWER OF ATTORNEY**

(Effective Now)

**KNOW ALL MEN BY THESE PRESENTS**, that I, **KATHLEEN L. BIGELOW** (the "Grantor") (SSN: ~~XXXXXXXXXX~~), residing at 228 Autumn Hills Road, Gardnerville, Nevada 89460, being the age of majority under the laws of Nevada, and of sufficient capacity to conduct my business and financial affairs, in order to provide for management of Grantor's financial affairs in a more orderly fashion, hereby declare as follows:

### **APPOINTMENT OF AGENT**

Grantor hereby makes, constitutes, and appoints ("Grants") **JEFFREY B. BLAIR**, residing at 228 Autumn Hills Road, Gardnerville, Nevada 89460, as Grantor's true and lawful Attorney-in-Fact and agent (the "Agent") for Grantor and in Grantor's name, place, and stead and for Grantor's benefit, or any alternate appointed in accordance with the provisions of this Power of Attorney (the "Agent").

In the event **JEFFREY B. BLAIR** is unwilling or declines to serve, Grantor appoints **DIANE P. BLAIR**, residing at 118 Marie Street, Gardnerville, Nevada 89460 as the Alternate Attorney-in-Fact and agent (the "Agent") for Grantor and in Grantor's name, place and stead and for Grantor's benefit, or any alternate appointed in accordance with the provisions of this Power of Attorney (the "Agent").

### **DIRECTION TO SUPPORT GRANTOR AND DESIGNATED PERSONS**

The Agent is hereby authorized and directed to perform all acts reasonable and necessary to maintain Grantor's customary standard of living: to provide living quarters by purchase, lease, or other arrangement, or by payment of the operating costs of Grantor's existing living quarters, including interest, amortization payments, repairs, taxes, and so forth; to provide for the retention and payment of reasonably necessary domestic help for the maintenance and operation of Grantor's household; to finance or arrange for the purchase of other necessities, including but not limited to clothing, transportation, entertainment, and incidentals; and to provide medial care.

The Agent is further authorized and directed to provide for the health, education, support and maintenance of Grantor's spouse, and Grantor's child in accordance with an ascertainable standard as defined in Code Section 2041 and the Regulations thereunder.

### **POWERS OF AGENT**

The Agent is hereby granted all the powers and rights necessary to effect Grantor's wishes, including, in addition to any power authorized by the laws of Nevada for an agent, the following: **General Financial Matters:** Request, ask, demand, sue for, recover, sell, collect, forgive, receive, and hold money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stocks, bonds, certificates of deposit, annuities, pension and retirement benefits, insurance proceeds, any and all documents of title, choses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are or may be owned by, or due, owing, payable, or belonging to Grantor, or in which Grantor has or may hereafter acquire interests. Agent may use and take all lawful means and equitable and legal remedies, procedures, and writs in Grantor's name for the

collection and recovery of the above; and may adjust, sell, compromise, and agree for the same; and to make, execute, and deliver for Grantor, on Grantor's behalf and in Grantor's name, all endorsements, acceptances, releases, receipts, or other sufficient discharges for the same.

Tax Returns and Related Tax Matters: Prepare, sign, and file joint or separate income tax returns, declarations, or estimated tax for any year or years; prepare, sign, and file gift tax returns with respect to gifts made by Grantor, or by Grantor's Agent on Grantor's behalf, for any year or years; consent to any gift and to utilize any gift-splitting provision or other tax election; and prepare, sign, and file any claim for refund of any tax. This power is in addition to and not in limitation for the specific tax powers granted below.

Business: Conduct, engage in, and transact any lawful business of any nature on Grantor's behalf and in Grantor's name. Maintain, improve, invest, manage, insure, lease, or encumber, and in any manner deal with any real, personal, tangible, or intangible property, or any interest in them, that Grantor now owns or may acquire, in Grantor's name and for Grantor's benefit, upon such terms and conditions as Agent shall deem proper. Conduct or participate in any business of any nature for Grantor and in Grantor's name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, re-capitalize, sell, liquidate, or dissolve any business; elect or employ officers, directors, and agents. Carry out the provisions of any agreement for the sale of any business interest or their stock therein; and exercise voting rights with respect to stock, either in person or by proxy; and exercise stock options.

Securities and Investments: Make, receive, sign, endorse, acknowledge, deliver, and possess documents of title, bonds, debentures, checks, drafts, stocks, proxies, or warrants, relating to accounts or deposits, or certificates of deposit, other debts and obligations, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted. Sell any and all shares of stocks, bonds, or other securities now or later belonging to Grantor that may be issued by any association, trust, or corporation, whether private or public; and make, execute, and deliver any assignment, or assignments, of any such shares of stocks, bonds, or other securities.

Legal Actions: Settle, adjust, compromise, or submit to arbitration any accounts, claims, debts, demands, disputes, or other matters between Grantor and any other person or entity, or which concern any property, right, title, interest or estate. Begin, prosecute, enforce, abandon, defend, or settle all claims or judicial or administrative proceedings.

Social Security and Governmental Benefits: Apply to any governmental agency for any benefit or governmental obligation to which Grantor may be entitled; endorse any drafts or checks made payable to Grantor from any such agency.

Contract - Real Estate and Other Matters: Exercise or perform any act, power, duty, right, or obligation that Grantor now has, or may acquire, including the legal right, power, or capacity to exercise or perform in connection with, arising from, or relating to any person or property, real or personal, tangible or intangible, or matter whatsoever, including, without limiting the foregoing,

the right to execute a deed or security agreement, or to release a security agreement, to enter into a contract of sale and to sell any real, personal, tangible, or intangible property on Grantor's behalf.

Benefit Plans: Redeem, borrow, amend, cancel, pledge, surrender, alter, or change the beneficiary of any retirement, benefit, or pension plan.

Employment of Accountants, Advisers and Others: Employ and compensate investment advisers, banks, accountants, attorneys, real estate and other brokers, and other professionals whom the Agent reasonably deems necessary.

Safe Deposit Box: Have access at any time or times to any safe deposit box rented by Grantor, or for which Grantor is a co-tenant, remove all or any part of the contents thereof, and surrender or relinquish any safe deposit box. No institution in which any safe deposit box may be located shall incur any liability to Grantor or Grantor's estate as a result of permitting the Agent to exercise the powers herein granted.

Gifts: Make outright gifts of cash or property to an adult, or to a person under the age of majority according to applicable state law under the State Gifts to Minors Act or Transfers to Minors Act in custodial form, or to a trust for the benefit of any such minor.

Gifts made under this authority to each donee in any calendar years shall not exceed the maximum amount that is excluded as a taxable gift under Code Section 2503(b) and 2503(3), or any successor statute, effective as of the date of any gift. Although this amount is presently limited to \$11,000.00 (\$20,000.00 for gifts split with Grantor's spouse), and amounts paid for education or medical expenses (as defined under Code Section 2503(e)), Grantor understands that this amount may be changed by legislation or indexing following the execution of this Power of Attorney.

Permissible donees ("Authorized Donees") hereunder shall include Grantor's spouse, any child of Grantor and their descendants, as well as any person who shall be married to any of the foregoing. The power granted in this paragraph may be exercised by the Agent without regard to any laws concerning self-dealing. Grantor specifically grants to the Agent the right to make gifts to himself or herself, his or her spouse, and their issue if such person are within the class of permissible donees as defined in this paragraph. Grantor grants to the Agent the power to prepare, sign, and file gift tax returns with respect to gifts made by Grantor, or by the Agent on Grantor's behalf, for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election relating thereto. This power is in addition to and not in limitation of the specific tax powers granted below.

Disclaimers: Execute a qualified disclaimer without court approval under State law, and/or under Code Section 2518. A disclaimer may be exercised as to part or all of any asset, interest, gift, or transfer of any kind or nature that may pass to Grantor under any instrument or transaction.

Insurance: Make, receive, sign, endorse, acknowledge, deliver, and possess insurance policies. Execute any forms to change ownership or beneficiaries of any life insurance policy on Grantor's life. However, new beneficiaries may include only: Authorized Donees, a trust for which

Authorized Donees are the primary beneficiaries, a corporation or partnership in which Grantor is a shareholder or partner, another shareholder or partner in a corporation or partnership in which Grantor is a shareholder or partner, Grantor's estate, or any trust of which Grantor is a grantor, trustee, or beneficiary.

**APPROVAL**

Grantor hereby approves and confirms all acts performed by Grantor's Agent on Grantor's behalf. Grantor hereby ratifies and confirms all that the Agent shall do or cause to be done, by virtue of this Power of Attorney.

**DURABLE POWER-DISABILITY DOES NOT AFFECT GRANT**

This Power of Attorney is not affected by Grantor's subsequent disability. Grantor does hereby so provide, it being Grantor's intention that all powers conferred upon the Agent herein shall remain at all times in full force and effect, notwithstanding Grantor's subsequent incapacity, disability, or any uncertainty with regard thereto.

**ADDITIONAL POWERS**

In addition to, and not by way of limitation upon, any other powers conferred upon Grantor's Agent herein, Grantor grants to the Agent full power and authority to do, take, and perform each and every act and thing whatsoever requisite, proper, or necessary to be donees in the exercise of any of the rights and powers herein ranted, or available under law to an Attorney-in-Fact, as fully to all intents and purposes as Grantor might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said Agent shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted.

**POWERS RELATING TO TAX MATTERS**

In addition, to, and not by way of limitation upon, any other powers conferred upon Grantor's Agent herein, Grantor grants to the Agent full power and authority to do, take, and perform each and every act and thing whatsoever requisite, proper, or necessary to be done in connection with the following: executing and filing any and all tax returns; receiving and cashing any refund checks with respect to any tax filing, preparing, signing, and filing joint or separate income tax returns, declarations, or estimated tax for any year.

**THIRD PARTY RELIANCE**

Third parties may rely upon the representations of the Agent for all matters relating to any power granted to the Agent, and no person who may act in reliance upon the representations of the Agent or the authority granted to the Agent shall incur any liability to the Grantor or Grantor's estate as a result of permitting the Agent to exercise such power. Any third party may rely on a duly executed counterpart of this instrument, or a copy thereof, as fully and completely as if such third party had received the original of this instrument. Any third party may rely on the authority of any alternate Agent when such Alternate Agent presents an original executed copy of this Power of Attorney. Such third party need not request proof, other than an affidavit of the Alternate Agent, under oath, that any prior named Agent is unable or unwilling to serve in such capacity.

**TERMINATION OF GRANT**

Revocation of Power by Grantor: This Power of Attorney is not coupled with an interest and there is no agreement between Grantor and the Agent or Alternate Agent(s) limiting or restricting in any manner grantor's right to revoke this Power of Attorney. In addition to any other method permitted by law, Grantor may revoke this Power of Attorney by destroying all executed copies of this Power of Attorney, or revoke the power granted to any one or more of the Agent(s) or Alternate Agent(s) by giving written notice to such Agent or Alternate Agent via certified mail return receipt requested, overnight courier, or hand delivery, at the address set forth herein for such Agent or Alternate Agent, unless Grantor has knowledge that such Agent or Alternate Agent has a different address.

Termination by Disability or Death of Agent: The Grant of this Power of Attorney to any Agent shall terminate upon such Agent's substantial disability or death.

Resignation of Agent: Any Agent may resign by providing written notice to Grantor (or Grantor's guardian or committee) with copy to the next named Agent or a court of competent jurisdiction.

Validity of Acts Following Revocation: Any act of the Agent between the revocation of this Power of Attorney and notice of that revocation to the Agent shall be valid unless the Agent, or other person claiming the benefit of the act, had actual knowledge of that revocation.

Affidavit Sufficient Proof for Third Party: It shall be sufficient proof for any third party relying on this document, if such third party has no actual knowledge of the termination of this agreement (without any duty of inquiry being imposed on such third party), that the Agent shall provide an affidavit that this Power of Attorney has not terminated under oath.

**CONSTRUCTION**

This instrument is to be construed and interpreted as a durable general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to the Agent.

This instrument is executed in the State of Nevada and the laws of the State shall govern all questions as to the validity of this power and the construction of its provisions. It is Grantor's intention, however, that this Power of Attorney be exercisable in any other state or jurisdiction in which Grantor may at any time have property, business, or other dealings.

Should any provision or power in this document not be enforceable, such enforceability shall not affect the enforceability of the rest of the document.

Any references to the "Code" or any Section of the Code are references to the Internal Revenue Code of 1986 and shall include any successor or amended Code, statute, or regulation.

Captions, titles, and section numbers (and letter designations) are inserted for convenience only and should not be read to broaden or limit the scope of any provision. Gender, singular, or plural,

shall be interpreted as the context requires.

**STATE LAW**

This instrument is delivered in the State, and the laws of the State shall govern all questions as to the validity of this power and the construction of its provisions. The Agent is, notwithstanding anything herein to the contrary, granted the right to exercise any of the rights and powers available under the laws of the State. This power of attorney shall not be affected by disability of the principal. This provision shall be interpreted in the broadest terms so as to remain in effect throughout Grantor's disability to the fullest extent provided for under the laws of the State.

**IN WITNESS THEREOF**, I have hereunto set my hand this 19 day of October, 2009, acknowledging that I have read and understood the powers and rights herein ranted and that Grantor voluntarily chose to make the Grant.

*Kathleen Bigelow*  
**KATHLEEN L. BIGELOW**  
Grantor/Principal

**STATE OF NEVADA** )  
                                  )ss.  
**COUNTY OF WASHOE** )

On this 19 day of October, in the year 2009 before me, Rhonda Huff, \_\_\_\_\_ personally appeared **KATHLEEN L. BIGELOW**, to be the person whose name is subscribed to this instrument, and acknowledged that she executed it. I declare under penalty of perjury, that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud, or under influence.

**RHONDA HUFF**  
Notary Public - State of Nevada  
Appointment Number 07-2165-2  
My Appt. Expires March 13, 2011

*Rhonda Huff*  
Signature of Notary Public