

26-

RECORDING REQUESTED BY  
LANA T. VOGES

Doc Number: **0848411**

08/20/2014 03:42 PM

OFFICIAL RECORDS

Requested By  
VOGES RANCH

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 13 Fee: \$ 26.00

Bk: 0814 Pg: 5241



Deputy ar

✓ WHEN RECORDED MAIL TO  
NAME LANA T. VOGES

MAILING 3525 CROSBY HEROLD ROAD  
ADDRESS

CITY, STATE LINCOLN, CA 95648  
ZIP CODE

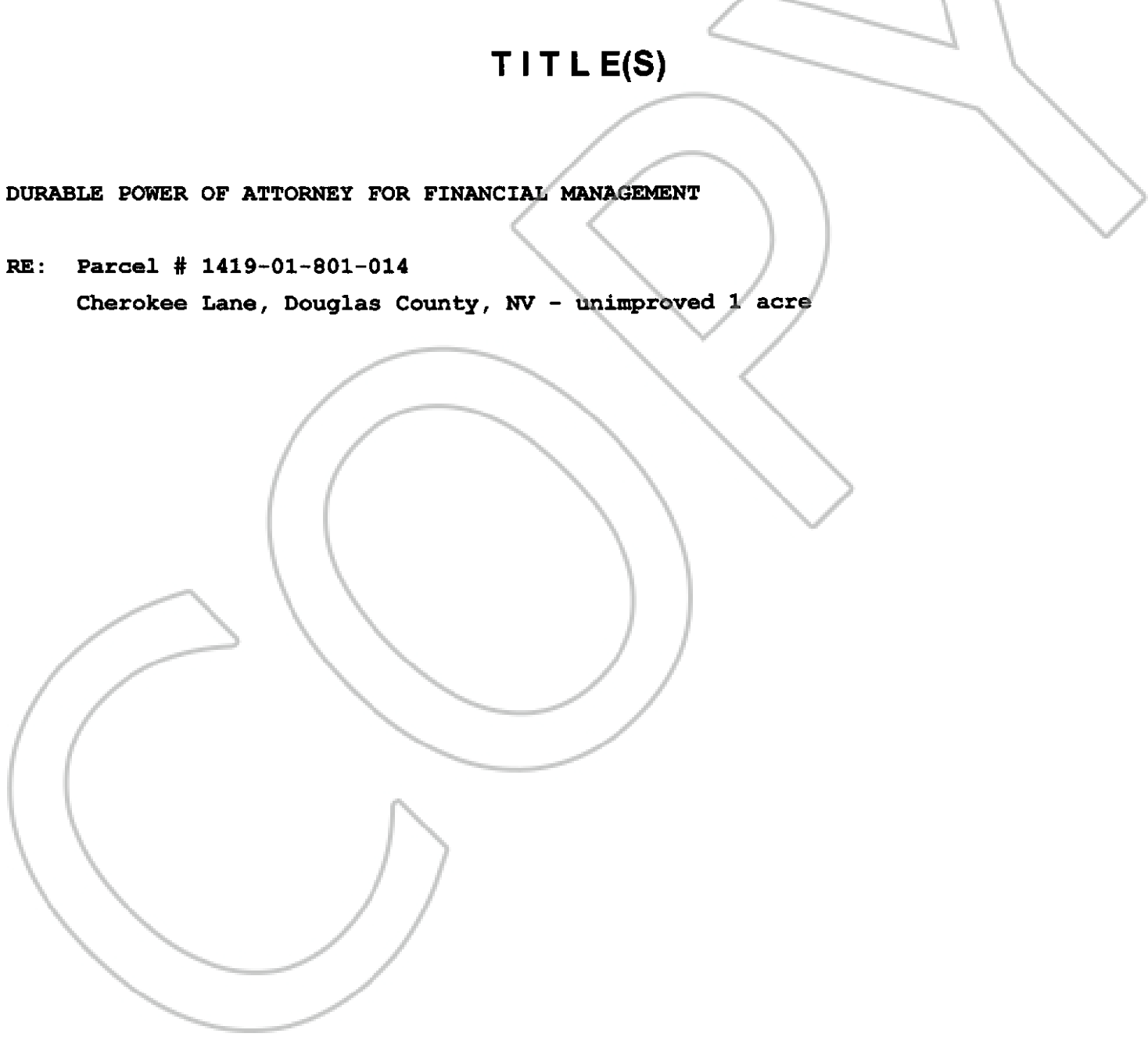
SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### TITLE(S)

DURABLE POWER OF ATTORNEY FOR FINANCIAL MANAGEMENT

RE: Parcel # 1419-01-801-014

Cherokee Lane, Douglas County, NV - unimproved 1 acre



## **DURABLE POWER OF ATTORNEY FOR FINANCIAL MANAGEMENT**

### **NOTICE TO PERSON EXECUTING DURABLE POWER OF ATTORNEY**

**A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THE DURABLE POWER OF ATTORNEY, YOU ARE AUTHORIZING ANOTHER PERSON TO ACT FOR YOU, THE PRINCIPAL. BEFORE YOU SIGN THIS DURABLE POWER OF ATTORNEY, YOU SHOULD KNOW THESE IMPORTANT FACTS:**

**YOUR AGENT (AGENT) HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING.**

**THIS DOCUMENT MAY GIVE YOUR AGENT THE POWERS TO MANAGE, DISPOSE OF, SELL, AND CONVEY YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF. THIS DOCUMENT DOES NOT GIVE YOUR AGENT THE POWER TO ACCEPT OR RECEIVE ANY OF YOUR PROPERTY, IN TRUST OR OTHERWISE, AS A GIFT, UNLESS YOU SPECIFICALLY AUTHORIZE THE AGENT TO ACCEPT OR RECEIVE A GIFT.**

**YOUR AGENT WILL HAVE THE RIGHT TO RECEIVE REASONABLE PAYMENT FOR SERVICES PROVIDED UNDER THIS DURABLE POWER OF ATTORNEY UNLESS YOU PROVIDE OTHERWISE IN THIS POWER OF ATTORNEY.**

**THE POWERS YOU GIVE YOUR AGENT WILL CONTINUE TO EXIST FOR YOUR ENTIRE LIFETIME, UNLESS YOU REVOKE OR TERMINATE THE DURABLE POWER OF ATTORNEY. THE POWERS YOU GIVE YOUR AGENT IN THIS DURABLE POWER OF ATTORNEY WILL CONTINUE TO EXIST EVEN IF YOU CAN NO LONGER MAKE YOUR OWN DECISIONS RESPECTING THE MANAGEMENT OF YOUR PROPERTY.**

**YOU CAN AMEND OR CHANGE THIS DURABLE POWER OF ATTORNEY ONLY BY EXECUTING A NEW DURABLE POWER OF ATTORNEY OR BY EXECUTING AN AMENDMENT THROUGH THE SAME FORMALITIES AS**

**AN ORIGINAL. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME, SO LONG AS YOU ARE COMPETENT.**

**THIS DURABLE POWER OF ATTORNEY MUST BE DATED AND MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR SIGNED BY TWO WITNESSES. IF IT IS SIGNED BY TWO WITNESSES, THEY MUST WITNESS EITHER (1) THE SIGNING OF THE POWER OF ATTORNEY OR (2) THE PRINCIPAL'S ACKNOWLEDGMENT OF HIS OR HER SIGNATURE. A DURABLE POWER OF ATTORNEY THAT MAY AFFECT REAL PROPERTY SHOULD BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC SO THAT IT MAY EASILY BE RECORDED.**

**YOU SHOULD READ THIS DURABLE POWER OF ATTORNEY CAREFULLY. WHEN EFFECTIVE, THIS DURABLE POWER OF ATTORNEY WILL GIVE YOUR AGENT THE RIGHT TO DEAL WITH PROPERTY THAT YOU NOW HAVE OR MIGHT ACQUIRE IN THE FUTURE. THE DURABLE POWER OF ATTORNEY IS IMPORTANT TO YOU. IF YOU DO NOT UNDERSTAND THE DURABLE POWER OF ATTORNEY, OR ANY PROVISION OF IT, THEN YOU SHOULD OBTAIN THE ASSISTANCE OF AN ATTORNEY OR OTHER QUALIFIED PERSON.**

#### **NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS AGENT**

**BY ACTING OR AGREEING TO ACT AS THE AGENT UNDER THIS POWER OF ATTORNEY YOU ASSUME THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT. THESE RESPONSIBILITIES INCLUDE:**

- 1. THE LEGAL DUTY TO ACT SOLELY IN THE INTEREST OF THE PRINCIPAL AND TO AVOID CONFLICTS OF INTEREST.**
- 2. THE LEGAL DUTY TO KEEP THE PRINCIPAL'S PROPERTY SEPARATE AND DISTINCT FROM ANY OTHER PROPERTY OWNED OR CONTROLLED BY YOU, UNLESS THE POWER OF ATTORNEY SPECIFICALLY GIVES YOU THE AUTHORITY TO COMMINGLE THE PRINCIPAL'S PROPERTY WITH YOUR OWN.**

**YOU MAY NOT TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY UNLESS THIS**

**POWER OF ATTORNEY SPECIFICALLY AUTHORIZES YOU TO TRANSFER PROPERTY TO YOURSELF OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY. IF YOU TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT SPECIFIC AUTHORIZATION IN THE POWER OF ATTORNEY, YOU MAY BE PROSECUTED FOR FRAUD AND/OR EMBEZZLEMENT. IF THE PRINCIPAL IS 65 YEARS OF AGE OR OLDER AT THE TIME THAT THE PROPERTY IS TRANSFERRED TO YOU WITHOUT AUTHORITY, YOU MAY ALSO BE PROSECUTED FOR ELDER ABUSE UNDER PENAL CODE SECTION 368. IN ADDITION TO CRIMINAL PROSECUTION, YOU MAY ALSO BE SUED IN CIVIL COURT.**

**I HAVE READ THE FOREGOING NOTICE AND I UNDERSTAND THE LEGAL AND FIDUCIARY DUTIES THAT I ASSUME BY ACTING OR AGREEING TO ACT AS THE AGENT UNDER THE TERMS OF THIS POWER OF ATTORNEY.**

Name of Agent: ALVIN C VOGES

Signature of Agent: Alvin C Voges

Date: 8-7-2014

**1. Principal and Agent**

***PRINCIPAL***

LANA T. VOGES  
3525 Crosby Herold Road  
Lincoln, California 95648

I, LANA T. VOGES, appoint the person named below as my agent to act for me in any lawful way with respect to the powers delegated in Part 4, below.

Unless otherwise indicated, in this durable power of attorney, the term "agent" includes successor agents.

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**AGENT**

Alvin C. Voges  
3525 Crosby Herold Road  
Lincoln, California 95648  
Main phone: 916-645-1128

**SUCCESSOR AGENT**

I name the following person to act as my agent if the named agent dies, resigns, or is otherwise unable to serve.

Sheila M. Bane  
105 Sierra Oaks Court  
Roseville, California 95678  
Main phone: 916-784-8554

**SECOND SUCCESSOR AGENT**

I name the following person to act as my agent if the named agent and first successor agent both die, resign or are otherwise unable to serve.

Russell C. Voges  
3525 Crosby Herold Road  
Lincoln, California 95648  
Main phone: 916-645-1128

**2. Delegation of Authority**

My agent may not delegate any authority granted under this durable power of attorney.

**3. Effective Date**

This power of attorney is effective immediately, and shall continue in effect if I become incapacitated or disabled.

**4. Powers of Agent**

I grant my agent power to act on my behalf in the following matters, as indicated by my initials next to each granted power.

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**INITIALS**

- X L J U (1) Real estate transactions.
- X L J U (2) Tangible personal property transactions.
- X L J U (3) Stock and bond, commodity, option and other securities transactions.
- X L J U (4) Banking and other financial institution transactions.
- X L J U (5) Business operating transactions.
- X L J U (6) Insurance and annuity transactions.
- X L J U (7) Estate, trust, and other beneficiary transactions.
- X L J U (8) Living trust transactions.
- X L J U (9) Legal actions.
- X L J U (10) Personal and family care.
- X L J U (11) Pet care.
- X L J U (12) Government benefits.
- X L J U (13) Retirement plan transactions.
- X L J U (14) Tax matters.

These powers are defined in Part 12, below.

**5. Compensation and Reimbursement of Agent**

My agent shall not be compensated for services, but shall be entitled to reimbursement, from my assets, for reasonable expenses. Reasonable expenses include but are not limited to reasonable fees for information or advice from accountants, lawyers or investment experts relating to my agent's responsibilities under this power of attorney.

**6. Personal Benefit to Agent**

My agent may buy any assets of mine or engage in any transaction he or she deems in good faith to be in my interest, no matter what the interest or benefit to my agent. However, if a successor agent is serving under this document, he or she may not benefit personally from any transaction engaged in on my behalf.

**7. Commingling by Agent**

My agent may commingle any of my funds with any funds of his or hers. However, if a

successor agent is serving under this document, the successor agent may not commingle any of my funds with any funds of his or hers.

### **8. Liability of Agent**

My agent shall not incur any liability to me, my estate, my heirs, successors or assigns for acting or refraining from acting under this document, except for willful misconduct or gross negligence. My agent is not required to make my assets produce income, increase the value of my estate, diversify my investments or enter into transactions authorized by this document, as long as my agent believes his or her actions are in my best interests or in the interests of my estate and of those interested in my estate. A successor agent shall not be liable for acts of a prior agent.

### **9. Nomination of Conservator or Guardian of Estate**

If, in a court proceeding, it is ever resolved that I need a conservator, guardian or other person to supervise my estate, I nominate my agent to serve in that capacity. If my agent cannot serve, I nominate the successor agent named in Part 1, above, to serve.

### **10. Reliance on This Power of Attorney**

Any third party who receives a copy of this document may rely on and act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

### **11. Severability**

If any provision of this document is ruled unenforceable, the remaining provisions shall stay in effect.

### **12. Definition of Powers Granted to Agent**

The powers granted in Part 4, above, authorize my agent to do the following:

#### ***(1) Real estate transactions***

My agent may act for me in any manner to deal with all or any part of any interest in real property that I own at the time of execution of this document or later acquire, under such terms, conditions and covenants as my agent deems proper. My agent's powers include but are not limited to the power to:

- (a) Accept as a gift, or as security for a loan, reject, demand, buy, lease, receive or otherwise acquire ownership or possession of any estate or interest in real property.

- (b) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, grant options concerning, lease, sublet or otherwise dispose of any interest in real property.
- (c) Maintain, repair, improve, insure, rent, lease, and pay or contest taxes or assessments on any estate or interest in real property I own or claim to own.
- (d) Prosecute, defend, intervene in, submit to arbitration, settle and propose or accept a compromise with respect to any claim in favor of or against me based on or involving any real estate transaction.

***(2) Tangible personal property transactions***

My agent may act for me in any manner to deal with all or any part of any interest in personal property that I own at the time of execution of this document or later acquire, under such terms as my agent deems proper. My agent's powers include but are not limited to the power to lease, buy, exchange, accept as a gift or as security for a loan, acquire, possess, maintain, repair, improve, insure, rent, sell, convey, mortgage, pledge, and pay or contest taxes and assessments on any tangible personal property.

***(3) Stock and bond, commodity, option and other securities transactions***

My agent may do any act which I can do through an agent, with respect to any interest in a bond, share, other instrument of similar character or commodity. My agent's powers include but are not limited to the power to:

- (a) Accept as a gift or as security for a loan, reject, demand, buy, receive or otherwise acquire ownership or possession of any bond, share, instrument of similar character, commodity interest or any investment with respect thereto, together with the interest, dividends, proceeds or other distributions connected with it.
- (b) Sell (including short sales), exchange, transfer, release, surrender, pledge, trade in or otherwise dispose of any bond, share, instrument of similar character or commodity interest.
- (c) Demand, receive and obtain any money or other thing of value to which I am or may become or may claim to be entitled as the proceeds of any interest in a bond, share, other instrument of similar character or commodity interest.
- (d) Agree and contract, in any manner, and with any broker or other person and on any terms, for the accomplishment of any purpose listed in this section.
- (e) Execute, acknowledge, seal and deliver any instrument my agent thinks useful to



accomplish a purpose listed in this section, or any report or certificate required by law or regulation.

***(4) Banking and other financial institution transactions***

My agent may do any act that I can do through an agent in connection with any banking transaction that might affect my financial or other interests. My agent's powers include but are not limited to the power to:

- (a) Continue, modify and terminate any deposit account or other banking arrangement, or open either in the name of the agent alone or my name alone or in both our names jointly, a deposit account of any type in any financial institution, rent a safe deposit box or vault space, have access to a safe deposit box or vault to which I would have access, and make other contracts with the institution.
- (b) Make, sign and deliver checks or drafts, and withdraw my funds or property from any financial institution by check, order or otherwise.
- (c) Prepare financial statements concerning my assets and liabilities or income and expenses and deliver them to any financial institution, and receive statements, notices or other documents from any financial institution.
- (d) Borrow money from a financial institution on terms my agent deems acceptable, give security out of my assets, and pay, renew or extend the time of payment of any note given by or on my behalf.

***(5) Business operating transactions***

My agent may do any act that I can do through an agent in connection with any business operated by me that my agent deems desirable. My agent's powers include but are not limited to the power to:

- (a) Perform any duty and exercise any right, privilege or option which I have or claim to have under any contract of partnership, enforce the terms of any partnership agreement, and defend, submit to arbitration or settle any legal proceeding to which I am a party because of membership in a partnership.
- (b) Exercise in person or by proxy and enforce any right, privilege or option which I have as the holder of any bond, share or instrument of similar character and defend, submit to arbitration or settle a legal proceeding to which I am a party because of any such bond, share or instrument of similar character.
- (c) With respect to a business owned solely by me, continue, modify, extend or

terminate any contract on my behalf, demand and receive all money that is due or claimed by me and use such funds in the operation of the business, engage in banking transactions my agent deems desirable, determine the location of the operation, the nature of the business it undertakes, its name, methods of manufacturing, selling, marketing, financing, accounting, form of organization and insurance, and hiring and paying employees and independent contractors.

- (d) Execute, acknowledge, seal and deliver any instrument of any kind that my agent thinks useful to accomplish any purpose listed in this section.
- (e) Pay, compromise or contest business taxes or assessments.
- (f) Demand and receive money or other things of value to which I am or claim to be entitled as the proceeds of any business operation, and conserve, invest, disburse or use anything so received for purposes listed in this section.

***(6) Insurance and annuity transactions***

My agent may do any act that I can do through an agent, in connection with any insurance or annuity policy, that my agent deems desirable. My agent's powers include but are not limited to the power to:

- (a) Continue, pay the premium on, modify, rescind or terminate any annuity or policy of life, accident, health, disability or liability insurance procured by me or on my behalf before the execution of this power of attorney.
- (b) Procure new, different or additional contracts of life, accident, health, disability or liability insurance; modify, rescind or terminate any such contract; and designate the beneficiary of any such contract.
- (c) Sell, assign, borrow on, pledge, or surrender and receive the cash surrender value of any policy.

***(7) Estate, trust and other beneficiary transactions***

My agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship or other fund from which I am, may become or claim to be entitled, as a beneficiary, to a share or payment. My agent's authority includes the power to disclaim, release or renounce any assets which I am, may become or claim to be entitled, as a beneficiary, to a share or payment.

***(8) Living trust transactions***

My agent may transfer ownership of any property over which he or she has authority

under this document to the trustee of a revocable trust I have created as settlor. Such property may include real property, stocks, bonds, accounts with financial institutions, insurance policies or other property.

***(9) Legal actions***

My agent may act for me in all matters that affect claims in favor of or against me and proceedings in any court or administrative body. My agent's powers include but are not limited to the power to:

- (a) Hire an attorney to assert any claim or defense before any court, administrative board or other tribunal.
- (b) Submit to arbitration or mediation or settle any claim in favor of or against me or any litigation to which I am a party, pay any judgment or settlement and receive any money or other things of value paid in settlement.

***(10) Personal and family care***

My agent may do all acts necessary to maintain my customary standard of living, and that of my spouse and children and other persons customarily supported by or legally entitled to be supported by me. My agent's powers include but are not limited to the power to:

- (a) Pay for medical, dental and surgical care, living quarters, usual vacations and travel expenses, shelter, clothing, food, appropriate education and other living costs.
- (b) Continue arrangements with respect to automobiles or other means of transportation, charge accounts, discharge of any services or duties assumed by me to any parent, relative or friend, contributions or payments incidental to membership or affiliation in any church, club, society or other organization.

***(11) Pet care***

My agent may use my funds or other property as reasonably necessary to provide for the health, care, and welfare of any pets or animals that belong to me, including (but not limited to) expenditures for food, veterinary care, grooming, toys, day care, and temporary boarding or pet-sitting fees. I grant my agent the authority to maintain my pets or animals in the same standard of health, care, and welfare as I have done. For purposes of this document, any actions taken by my agent for the benefit of my pets or animals shall be considered taken for my own benefit.

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**(12) Government benefits**

My agent may act for me in all matters that affect my right to government benefits, including Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service. My agent's powers include but are not limited to the power to:

- (a) Prepare, execute, file, prosecute, defend, submit to arbitration or settle a claim on my behalf to benefits or assistance, financial or otherwise.
- (b) Receive the proceeds of such a claim and conserve, invest, disburse or use them on my behalf.

**(13) Retirement plan transactions**

My agent may act for me in all matters that affect my retirement plans. My agent's powers include but are not limited to the power to select payment options under any retirement plan in which I participate, make contributions to those plans, exercise investment options, receive payment from a plan, roll over plan benefits into other retirement plans, designate beneficiaries under those plans and change existing beneficiary designations.

**(14) Tax matters**

My agent may act for me in all matters that affect my local, state and federal taxes. My agent's powers include but are not limited to the power to:

- (a) Prepare, sign and file federal, state, local and foreign income, gift, payroll, Federal Insurance Contributions Act returns and other tax returns, claims for refunds, requests for extension of time, petitions, any power of attorney required by the Internal Revenue Service or other taxing authority, and other documents.
- (b) Pay taxes due, collect refunds, post bonds, receive confidential information, exercise any election available to me and contest deficiencies determined by a taxing authority.

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