DOUGLAS COUNTY, NV Rec:\$35.00 Total:\$35.00

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PETER VALLEJO 

APN# 1220-21-110-022	00076782201809171990060060
ecording Requested by/Mail to:	KAREN ELLISON, RECORDER
lame: Peter Valleso	\ \
Jame: <u>Peter Valleso</u> Address: <u>1260 Kyndal Way</u> City/State/Zip: <u>Gardnerville, Nv.</u> 89460	\ \
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Aail Tax Statements to:	
Jame:	
Address:	
City/State/Zip:	
Power of attorne	v/
Title of Document (required)	
(Only use if applicable)	/
The undersigned hereby affirms that the document submit	The state of the s
DOES contain personal information as required by law: (c	neck applicable)
Affidavit of Death – NRS 440.380(1)(A) & NRS	5 40.525(5)
Judgment – NRS 17.150(4)	
Military Discharge – NRS 419.020(2)	,
Signature	
Printed Name	
his document is being (re-)recorded to correct document #	, and is correcting

## **DURABLE POWER OF ATTORNEY**

I, ANNA SUE VALLEJO, appoint PETER VALLEJO my true and lawful attorney-infact, (hereinafter referred to as 'agent') for me and in my name, to do any and all acts which I could do if personally present. Until I am certified as incapacitated as provided hereunder, this Power of Attorney shall have no force or effect. All authority granted in this Power of Attorney shall be subject to establishment of incapacity as provided hereunder. After this Power of Attorney becomes effective, it shall not be affected by any subsequent incapacity which I may hereafter suffer or the passage of time. For purposes of establishing incapacity, whenever two licensed, practicing medical doctors who are not related to me or to any beneficiary or heir at law by blood or marriage certify in writing that I am unable to manage my financial affairs because of mental or physical infirmity and the certificates are personally served upon me, then the agent named herein shall assume all powers granted in this Power of Attorney. However, even after receipt of the doctors' certificates, I retain the right to revoke this Power of Attorney at any time. Anyone dealing with the agent may rely upon written medical certificates or a photocopy of them presented to them along with the original Power of Attorney document, and shall incur no liability for any dealings with any designated agent in good faith reliance on said certificates and the original Power of Attorney document. This provision is inserted in this document to encourage third parties to deal with my agent without need for court proceedings. Bond shall not be required of my agent(s).

My agent may perform for me and in my name and on my behalf any act in the management, supervision, and care of my estate and affairs that I personally have authority to perform. My agent may exercise for me and in my name and on my behalf the powers enumerated below, which are intended to illustrate, and not to limit, the scope of this power. This power of attorney shall apply to all property owned by me, whether title is held as sole owner, as a joint tenant, as a tenant in common, as grantor or trustee of a revocable living trust, or otherwise.

- A. <u>SECURITIES:</u> My agent may buy, sell, pledge, exchange, assign, option, or otherwise transfer any securities of any kind; deal with any broker, banker, or other agent; receive all dividends and interest payments now or hereafter due or payable to me from any security or other indebtedness or investment; vote stock and otherwise represent me at all meetings of shareholders or companies or corporations in which I have an interest; sign proxies or other instruments; tender my resignation as director or officer; subscribe to shares of stock, and execute request for payment of United States Savings Bonds, and surrender paid securities and receive the proceeds thereof.
- B. ACCOUNTS: My agent may open, continue, maintain, change, or close any account, including without limitation any checking or savings account, certificate of deposit, share account, and other like arrangement with any bank, trust company, savings bank, building and loan association, savings and loan association, credit union, or other financial institution; make deposits and withdrawals by check, draft, or otherwise; and endorse checks, notes, and drafts for deposit, collection, or otherwise.
- C. <u>BENEFITS</u>: My agent may apply for and receive any government, insurance and retirement benefits to which I may be entitled. My agent may also exercise any right

to elect benefits or payment options or to receive cash value in return for the surrender of any or all rights under any of the following: Life insurance policies or benefits; annuity policies, plans or benefits; mutual fund or other dividend investment plans; and retirement, profit sharing and employee plans and benefits.

- D. <u>DEEDS:</u> My agent may sign, execute, deliver and acknowledge such deeds, deeds of trust, covenants, indentures, agreements, mortgages, pledge agreements, notes, receipts, checks, bills of exchange, evidence of debts, releases and satisfactions of mortgage debts, judgment debts and other debts.
- E. OTHER PROPERTY, INCLUDING REAL ESTATE: My agent may sell, exchange, option, and convey my real and personal property, wherever located; execute and deliver deeds of general warranty, with the customary covenants for such property; manage and control my real and personal property, wherever located; negotiate, execute, and deliver any leases of my property; demand and collect rents; buy every kind of property, real or personal; arrange for appropriate disposition, use, insurance, and safekeeping of all my property; settle, compromise, and adjust insurance claims; borrow money in my name, and to receive such loans by real estate mortgage or by other collateral. My agent may also purchase medical insurance for any dependent of mine.
- F. <u>TRANSFER OF ASSETS:</u> My agent may transfer from time to time some or all of my assets to the trustee or trustees of any revocable trust that I may have established or may establish in the future, regardless of the extent or limitations on my beneficial interests in that trust, to be administered in accordance with the terms thereof, and may manage the assets of said trust as if they were my solely owned assets.
- G. <u>OPERATION OF BUSINESS:</u> My agent may continue the operation of any business belonging to me or in which I have substantial interest for such time and in such manner as my agent may deem advisable or to sell or liquidate any business or interest herein, at such time and on such terms as my agent may deem advisable and in my best interest.
- H. <u>COLLECTION AND LITIGATION:</u> My agent may demand and collect all property, real or personal, now or hereafter due, payable, or belonging to me; contest, compromise, settle, or abandon claims in my favor or against me; give receipts, releases, and discharges; commence, pursue, or oppose any action, suit, or legal proceeding relating to any matter in which I am or may hereafter be interested; and compromise, settle, or submit to judgment any such action or proceeding.
- I. TAXES: My agent may represent me before any office of the Internal Revenue Service or the Treasury Department of the United States and before the tax department of any state, county, or municipality with regard to any tax with which I am concerned. In particular without limitation, my agent may represent me in connection with any federal income tax return. My agent may perform all acts that I can perform with respect to any tax matters without limitation. My agent may prepare, sign, and file any tax return; receive originals of all notices and other written communications;

negotiate and make compromises; file claims; receive, endorse, and collect checks; receive and examine confidential information; and take appeals, file protests, and execute waivers and closing agreements. My agent may consent on my behalf to have any gift made by my spouse considered as made by each of us under section 2413 of the Internal Revenue Code.

- J. <u>SAFE DEPOSIT BOX:</u> My agent shall have access to any safe deposit box of mine (whether the box is held in my name alone, in my revocable trust, or jointly with another or others) wherever located, and may remove the contents and surrender the box on my behalf. Any institution in which a safe deposit box of mine is located is not liable to me or my heirs or estate for permitting my agent to exercise this power.
- K. <u>POST OFFICE:</u> My agent shall be able to request and authorize the post office to forward my mail to whatever address my agent may deem advisable.
- L. <u>SOCIAL SECURITY:</u> My agent may represent and act for me before the Social Security Administration of the United States, and any similar agency of a state or local government; collect all Social Security benefits due me; and make such arrangements in connection with Social Security benefits including without limitation Medicaid and Medicare as will facilitate their application to my care and support.
- M. <u>EMPLOYMENT OF AGENTS:</u> My agent may employ and dismiss agents, attorneys, investment advisors, accountants, housekeepers, and other persons, and terminate any agency that I may have created at any time.
- N. <u>FIDUCIARY POSITIONS</u>: My agent may renounce any fiduciary positions to which I have been or may be appointed, including, but not limited to personal representative, trustee, guardian, conservator, attorney-in-fact and officer or director of a corporation; to resign such positions in which capacity I am presently serving, and to file an accounting with a court of competent jurisdiction, or settle on a receipt or release or other informal method as my agent deems advisable.
- O. <u>NOMINATION OF GUARDIAN</u>: In accordance with Nevada Statutes, as amended from time to time, I nominate my agent to serve as my guardian, conservator, or in any similar capacity to serve without bond or security.
- P. <u>SEVERABILITY:</u> The invalidity of a provision of this power of attorney shall not affect another provision.
- Q. <u>GIFTING:</u> This Durable Power of Attorney shall in no way be construed to grant the power to make gifts of my property to third parties or to the agent(s) as individual(s), nor to revise, revoke, or execute estate planning documents for me. This Durable Power of Attorney shall not be construed as granting a general power of appointment.

R. <u>COMPENSATION:</u> My agent shall be reimbursed for all reasonable costs and expenses actually incurred and paid under this power of attorney. My agent shall act with reasonable compensation.

## SPECIAL INSTRUCTIONS:

My agent shall have the power to direct distributions of principal and interest from my IRA accounts.

THIS POWER OF ATTORNEY WILL CONTINUE TO BE EFFECTIVE EVEN THOUGH I BECOME INCAPACITATED.

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

I hereby declare that any act or thing lawfully done hereunder by my said agent(s) shall be binding upon myself, my heirs, legal and personal representatives and assigns.

**IN WITNESS WHEREOF,** I have hereunto set my hand and seal this December 27, 2016 in Carson City, Nevada

ANNA SUE VALLEDO COLLEGO

BY ACCEPTING OR ACTING UNDER APPOINTMENT, THE AGENT ASSUMES FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

STATE OF NEVADA CARSON CITY

Personally came before me this 27th day of December, 2016, the above named, ANNA SUE VALLEJO, to me known to be the person who executed the foregoing instrument and acknowledge the same.

COLLETTE TEUSCHER
NOTARY PUBLIC
STATE OF NEVADA
No. 09-10583-2 My Appt Exp. Jan. 10, 2017

Collette Teesodor
Notary Public

I declare under penalty of perjury that the principal is personally known to me, or that the principal's identity was proven to me by convincing evidence, that the principal signed or acknowledged this Durable Power of Attorney in my presence, that the principal appears to be of sound mind and under no duress, fraud, or undue influence, and I am not the person appointed as attorney-in-fact by this document. I further declare that I am not related to the principal by blood, marriage, domestic partnership or adoption.

DATE: December 27, 2016

Pete Pradere 6 Colt Circle

Carson City, NV 89701

Gwen Pradere

6 Colt Circle

Carson City, NV 89701



Prepared by: Collette Teuscher-411 W. Third Street, Suite 1, Carson City, NV 89703-775-830-7998 Reg. #NVDP2014334