

**Recording Requested By:**      )  
Patricia O’Kelly      )  
1225 Lasso Lane      )  
Gardnerville, NV 89410      )  
  
**When recorded Mail to:**      )  
Patricia O’Kelly      )  
1225 Lasso Lane      )  
Gardnerville, NV 89410      )  
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**NEVADA STATUTORY POWER OF ATTORNEY  
NRS 162A.620**

***WARNING TO PERSON EXECUTING THIS DOCUMENT***

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY FOR FINANCIAL MATTERS. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

1. THIS DOCUMENT GIVES THE PERSON YOU DESIGNATE AS YOUR AGENT THE POWER TO MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU. YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO YOUR PROPERTY (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE TO ACT FOR YOURSELF.
2. THIS POWER OF ATTORNEY BECOMES EFFECTIVE IMMEDIATELY UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.
3. THIS POWER OF ATTORNEY DOES NOT AUTHORIZE THE AGENT TO MAKE HEALTH CARE DECISIONS FOR YOU.
4. THE PERSON YOU DESIGNATE IN THIS DOCUMENT HAS A DUTY TO ACT CONSISTENT WITH YOUR DESIRES AS STATED IN THIS DOCUMENT OR OTHERWISE MADE KNOWN OR, IF YOUR DESIRES ARE UNKNOWN, TO ACT IN YOUR BEST INTERESTS.
5. YOU SHOULD SELECT SOMEONE YOU TRUST TO SERVE AS YOUR AGENT. UNLESS YOU SPECIFY OTHERWISE, GENERALLY THE AGENT’S AUTHORITY WILL CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF ATTORNEY OR

THE AGENT RESIGNS OR IS UNABLE TO ACT FOR YOU.

6. YOUR AGENT IS ENTITLED TO REASONABLE COMPENSATION UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.
7. THIS FORM PROVIDES FOR DESIGNATION OF ONE AGENT. IF YOU WISH TO NAME MORE THAN ONE AGENT YOU MAY NAME A CO-AGENT IN THE SPECIAL INSTRUCTIONS. CO-AGENTS ARE NOT REQUIRED TO ACT TOGETHER UNLESS YOU INCLUDE THAT REQUIREMENT IN THE SPECIAL INSTRUCTIONS.
8. IF YOUR AGENT IS UNABLE OR UNWILLING TO ACT FOR YOU, YOUR POWER OF ATTORNEY WILL END UNLESS YOU HAVE NAMED A SUCCESSOR AGENT. YOU MAY ALSO NAME A SECOND SUCCESSOR AGENT.
9. YOU HAVE THE RIGHT TO REVOKE THE AUTHORITY GRANTED TO THE PERSON DESIGNATED IN THIS DOCUMENT.
10. THIS DOCUMENT REVOKES ANY PRIOR DURABLE POWER OF ATTORNEY EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE BY LAW OR IN THE DOCUMENT GRANTING THE PRIOR POWER OF ATTORNEY.
11. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK AN ATTORNEY TO EXPLAIN IT TO YOU.

**1. DESIGNATION OF AGENT.**

I, PATRICIA A. O'KELLY, do hereby designate and appoint the below-named person as my agent to make decisions for me and in my name, place and stead and for my use and benefit and to exercise the powers as authorized in this document:

SHARON TERESA O'KELLY CAMPBELL  
Address: 1854 Dorian Dr., Twin Falls, ID 83301  
Phone number: (208) 308-4070

**2. DESIGNATION OF ALTERNATE AGENT.**

If my agent is unable or unwilling to act for me, then I designate the below-named person to serve as my agent as authorized in this document in the order of priority in which their names appear:

1. KEVIN BRIAN O'KELLY  
Address: 834 La Moree Rd., San Marcos, CA 92078  
Phone number: (760) 402-7802
  
2. DEBRA ANN O'KELLY  
Address: 2441 Shasta, Redding, CA 96002  
Phone number: (530) 917-3814

**3. DURABILITY AND EFFECTIVE DATE.**

~~NOX~~  EFFECTIVE IMMEDIATELY. This power of attorney will exist indefinitely from the date I execute this document.

~~NOX~~  DURABLE. This Power of Attorney shall not be affected by my subsequent disability or incapacity.

SPRINGING POWER. It is my intention and direction that my designated agent, and any person or entity that my designated agent may transact business with on my behalf, may rely on a written medical opinion issued by a licensed medical doctor stating that I am disabled or incapacitated, and incapable of managing my affairs, and that said medical opinion shall establish whether or not I am under a disability for the purpose of establishing the authority of my designated agent to act in accordance with this Power of Attorney.

**4. OTHER POWERS OF ATTORNEY.**

This Power of Attorney is intended to, and does, revoke any prior Power of Attorney for financial matters I have previously executed.

**5. NOMINATION OF GUARDIAN.**

If, after execution of this Power of Attorney, proceedings seeking an adjudication of incapacity are initiated either for my estate or my person, I hereby nominate as my guardian or conservator for consideration by the court my agent herein named, in the order named.

**6. GRANT OF GENERAL AUTHORITY.**

Subject to the limitations listed in this Power of Attorney, I grant my agent general authority to act for me with respect to the following subjects:

*(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)*

Real Property

Tangible Personal Property

Stocks and Bonds

Commodities and Options

Banks and Other Financial Institutions

Safe Deposit Boxes

Operation of Entity or Business

Insurance and Annuities

Estates, Trusts and Other Beneficial Interests

Legal Affairs, Claims and Litigation

Personal Maintenance

Benefits from Governmental Programs or Civil or Military Service

Retirement Plans

~~POA~~ Taxes

~~POA~~ ALL PRECEDING SUBJECTS

My agent is reminded of his or her duties as outlined by the applicable law (NRS 162A.010, et seq.), including, but not limited to, the duty to act in accordance with my reasonable expectations, in my best interest, in good faith, and only within the authority granted in this Power of Attorney.

**7. GRANT OF SPECIFIC AUTHORITY.**

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

*(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)*

**Trusts:** to create, amend, revoke or terminate an inter vivos, family, living, irrevocable or revocable trust;

**Make a gift;**

**Create or change rights of survivorship;**

**Create or change a beneficiary designation;**

**Waive the principal's right to be a beneficiary** of a joint and survivor annuity, including a survivor benefit under a retirement plan;

**Exercise fiduciary powers** that the principal has authority to delegate;

**Disclaim or refuse an interest in property,** including a power of appointment;

~~POA~~  **Consent** to a placement of the principal in an assisted living facility as defined in NRS 422.3962;

~~POA~~  **Consent** to a placement of the principal in a facility for skilled nursing as defined in NRS 449.0039;

~~POA~~  **Consent** to a placement of the principal in a secured residential long-term care facility as defined in NRS 159.0255.

**8. LIMITATION ON AGENT’S AUTHORITY.**

An agent that is not my spouse MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support, unless I have included that authority in the Special Instructions.

**9. AUTHORITY OF PRINCIPAL.**

Except as otherwise expressly provided in this Power of Attorney, the authority of a principal to act on his or her own behalf continues after executing this Power of Attorney and any decision or instruction communicated by the principal supersedes any inconsistent decision or instruction communicated by an agent appointed pursuant to this Power of Attorney.

**10. THIRD PARTY PROTECTION.**

Third parties may rely upon the validity of this Power of Attorney or a copy and the representations of my agent as to all matters relating to any power granted to my agent, and no person or agency who relies upon the representation of my agent, or the authority granted by my agent, shall incur any liability to me or my estate as a result of permitting my agent to exercise any power unless a third party knows or has reason to know this Power of Attorney has terminated or is invalid.

The agent is authorized and directed to commence enforcement proceedings, at my expense, against any third party who unreasonably fails to honor this valid Power of Attorney.

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**11. RELEASE OF INFORMATION.**

I agree to, authorize and allow full release of information, by any government agency, business, creditor or third party who may have information pertaining to my assets or income, to my agent named herein.


I sign my name to this Durable Power of Attorney for Health Care on this 28<sup>th</sup> day of August, 2020, at 1225 Lasso Lane, Gardnerville, NV 89410.

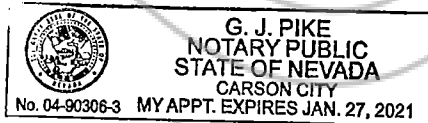
  
PATRICIA A. O'KELLY

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

STATE OF NEVADA            )  
  ): ss  
COUNTY OF Douglas        )

On this 28<sup>th</sup> day of August, in the year 2020, before me, G. J. Pike, personally appeared PATRICIA A. O'KELLY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

  
NOTARY PUBLIC



COPIES: You should retain an executed copy of this document and give one to your agent.

## IMPORTANT INFORMATION FOR AGENT

1. **Agent's Duties.** When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the Power of Attorney is terminated or revoked. You must:
  - a. Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
  - b. Act in good faith;
  - c. Do nothing beyond the authority granted in this Power of Attorney; and
  - d. Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner: (Principal's Name) by (Your Signature) as Agent
2. Unless the Special Instructions in this Power of Attorney state otherwise, you must also:
  - a. Act loyally for the principal's benefit;
  - b. Avoid conflicts that would impair your ability to act in the principal's best interest;
  - c. Act with care, competence, and diligence;
  - d. Keep a record of all receipts, disbursements and transactions made on behalf of the principal;
  - e. Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
  - f. Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.
3. **Termination of Agent's Authority.** You must stop acting on behalf of the principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney. Events that terminate a Power of Attorney or your authority to act under a Power of Attorney include:
  - a. Death of the principal;
  - b. The principal's revocation of the Power of Attorney or your authority;
  - c. The occurrence of a termination event stated in the Power of Attorney;
  - d. The purpose of the Power of Attorney is fully accomplished; or
  - e. If you are married to the principal, your marriage is dissolved.
4. **Liability of Agent.** The meaning of the authority granted to you is defined in NRS 162A.200 to 162A.660, inclusive. If you violate NRS 162A.200 to 162A.660, inclusive, or act outside the authority granted in this Power of Attorney, you may be liable for any damages caused by your violation.
5. If there is anything about this document or your duties that you do not understand, you should seek legal advice.