

DOUGLAS COUNTY, NV

**2021-961836**

Rec:\$40.00

\$40.00 Pgs=12

**02/12/2021 08:30 AM**

FIRST CENTENNIAL - RENO (MAIN OFFICE)

KAREN ELLISON, RECORDER

APN No.: **1420-08-414-005**

Escrow No.: **21013731-ES**

Recording Requested By:  
First Centennial Title Company of Nevada  
896 W Nye Ln, Ste 104  
Carson City, NV 89703

When Recorded Return to:  
First Centennial Title Company of Nevada  
896 W Nye Ln, Ste 104  
Carson City, NV 89703

Mail Tax Statements to:  
**Keith L. Ebeling and Dianne M. Ebeling**  
**2150 W. Aspen Cove Dr.**  
**Meridian, ID 83642**

SPACE ABOVE FOR RECORDERS USE

**DURABLE POWER OF ATTORNEY OF MARK BRISCOE HEMMINGS**  
(Title of Document)

SPACE BELOW FOR RECORDER

This document was prepared by:  
Mark Briscoe Hemmings  
3438 Long Drive  
Minden, Nevada 89423

Return To:  
Mark Briscoe Hemmings  
3438 Long Drive  
Minden, Nevada 89423

**DURABLE POWER OF ATTORNEY**  
**OF**  
**MARK BRISCOE HEMMINGS**

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

- 1) THIS DOCUMENT GIVES THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT THE POWER TO MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU. YOUR ATTORNEY-IN-FACT 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 DOES NOT AUTHORIZE THE ATTORNEY-IN-FACT TO MAKE HEALTH CARE DECISIONS FOR YOU.
- 3) 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.

- 4) YOU SHOULD SELECT SOMEONE YOU TRUST TO SERVE AS YOUR ATTORNEY-IN-FACT. UNLESS YOU SPECIFY OTHERWISE, GENERALLY THE ATTORNEY-IN-FACT'S AUTHORITY WILL CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF ATTORNEY OR THE ATTORNEY-IN-FACT RESIGNS OR IS UNABLE TO ACT FOR YOU.
- 5) YOUR AGENT IS ENTITLED TO REASONABLE COMPENSATION UNLESS YOU STATE OTHERWISE.
- 6) IF YOUR ATTORNEY-IN-FACT IS UNABLE OR UNWILLING TO ACT FOR YOU, YOUR POWER OF ATTORNEY WILL END UNLESS YOU HAVE NAMED A SUCCESSOR ATTORNEY-IN-FACT. YOU MAY ALSO NAME A SECOND SUCCESSOR AGENT.
- 7) YOU HAVE THE RIGHT TO REVOKE THE AUTHORITY GRANTED TO THE PERSON DESIGNATED IN THIS DOCUMENT.
- 8) IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.

#### **I. PRINCIPAL AND ATTORNEY-IN-FACT**

I, Mark Briscoe Hemmings, a resident of 3438 Long Drive, Minden, Nevada 89423, appoint the following person to serve as my attorney-in-fact, to act for me in any lawful way with respect to the subjects indicated below:

Joel Scott Hemmings  
City, State of Residence: Elk Grove, California

#### **II. EFFECTIVE TIME**

This power of attorney is effective immediately, and will not be affected by subsequent disability or incapacity of the principal. This is a durable power of attorney.

### III. POWERS OF ATTORNEY-IN-FACT

To the extent permitted by law, my attorney-in-fact may act in my name, place, and stead in any way that I myself could with respect to the following matters:

**YOUR ATTORNEY-IN-FACT SHALL BE AUTHORIZED TO ENGAGE ONLY IN THOSE ACTIVITIES THAT ARE INITIALED.**

*(MAF)*

#### REAL ESTATE TRANSACTIONS:

- Manage, sell, transfer, lease, mortgage, pledge, refinance, insure, maintain, improve, collect and receive rent, sale proceeds, and earnings, pay taxes, assessments, and charges, and perform any and all other acts with respect to real property and interests in real property that I own now or later acquire.
- Defend, settle, and enforce by litigation a claim to real property and interests in real property that I own now or later acquire.
- Buy, lease, or otherwise acquire real property or an interest in real property, including the authority to enter into listing agreements and purchase and sale contracts, and to sign escrow instructions.
- Execute deeds, mortgages, releases, satisfactions, and other instruments relating to real property and interests in real property that I own now or later acquire.
- Hire and discharge accountants, bookkeepers, property managers, and other professionals providing services related to real property and interests in real property that I now own or later acquire.
- Exercise all powers with respect to real property and interests in real property that I could if present and under no disability or incapacity.

*(MAF)*

#### TANGIBLE PERSONAL PROPERTY TRANSACTIONS:

- Buy or otherwise acquire ownership or possession of, sell or otherwise dispose of, mortgage, pledge, assign, lease, insure, maintain, improve, pay taxes on, otherwise manage tangible personal property and interests in tangible personal property that I now own or later acquire, and exercise all powers with respect to personal property and interests in personal property that I could if present and under no disability or incapacity.

(~~AK~~)

STOCK AND BOND TRANSACTIONS:

- Buy, sell, pledge, and exchange stocks, mutual funds, bonds, options, commodity futures, and all other types of securities in my name.
- Sign, accept, and deliver in my name certificates, contracts, or other documents relating to the foregoing, including agreements with brokers or agents.
- Exercise voting and other rights and enter into agreements relating thereto.
- Hire and discharge professionals providing services related to the management and investment of any securities in my name.
- Exercise all powers with respect to securities that I could if present and under no disability or incapacity.

(~~AK~~)

BANKING AND FINANCIAL TRANSACTIONS:

Conduct any business with banks, savings and loan associations, credit unions, and other financial institutions, including but not limited to the authority to:

- Sign and endorse all checks and drafts in my name.
- Deposit and withdraw funds from accounts.
- Open, maintain, and close accounts or other banking arrangements.
- Open, continue, and have access to all safe deposit boxes, and add and remove items from them.
- Borrow money, pledge property as security, and negotiate terms of debt payments.
- Apply for and receive letters of credit, credit cards, and traveler's checks, and give an indemnity or other agreement in connection with letters of credit.
- Exercise all powers with respect to financial institution transactions that I could if present and under no disability or incapacity.

(~~AK~~)

INSURANCE AND ANNUITY TRANSACTIONS:

- Obtain, modify, renew, convert, rescind, pay the premium on, or terminate insurance and annuities of all types for myself and for my family and other dependents.
- Designate the beneficiary of the contract, but the attorney-in-fact may be named a beneficiary of the contract, or an extension, renewal, or substitute for it, only if the attorney-in-fact was named as a beneficiary under a contract procured by the principal before signing this power of attorney.

- Surrender and receive the cash value, borrow against, or pledge any insurance or annuity policy.
- Exercise all powers with respect to insurance and annuity transactions that I could if present and under no disability or incapacity.

(~~Handwritten initials~~)

#### ESTATE AND TRUST TRANSACTIONS:

- To act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am now, claim to be, or later become entitled, as a beneficiary, to a share or payment, including but not limited to the authority to sign a qualified disclaimer pursuant to Internal Revenue Code Section 2518 and applicable state law, and petitions, objections, waivers, consents, receipts, settlements, and other agreements relating to the above-referenced matters or proceedings.
- Transfer any of my property to a living trust that I created as a grantor before this power of attorney was signed.
- Exercise all powers with respect to estate and trust transactions that I could if present and under no disability or incapacity.

(~~Handwritten initials~~)

#### LEGAL ACTIONS:

To act for me in all legal matters, whether claims in my favor or against me, including but not limited to the authority to retain and discharge attorneys on my behalf; appear for me in all actions and proceedings, commence actions in my name, sign all documents, submit claims to arbitration or mediation, settle claims, and pay judgments and settlements; and exercise all powers with respect to legal actions that I could if present and under no disability or incapacity.

(~~Handwritten initials~~)

#### PERSONAL AND FAMILY CARE:

To do all acts necessary to maintain my customary standard of living, and that of any individuals legally entitled to be supported by me, including but not limited to the authority to provide and pay for medical care, shelter, clothing, food, usual vacations, education, transportation, and dues for social organizations and to exercise all powers with respect to personal and family care that I could if present and under no disability or incapacity. My attorney-in-fact is specifically authorized to hire and compensate household, nursing, and other employees necessary for my well-being and that

of any individuals legally entitled to be supported by me, and to enter into contracts and commit my resources with respect to the provision of my residential care in a convalescent hospital, skilled nursing home, or alternative residential facility.

~~(Handwritten mark)~~

GOVERNMENT BENEFITS:

Claim and collect benefits from the Social Security Administration, including, but not limited to, retirement benefits, supplemental social security, and social security disability benefits and, Medicare, Medicaid, or state, local, and other government programs or civil or military service, and to exercise all powers with respect to government assistance that I could if present and under no disability or incapacity.

~~(Handwritten mark)~~

RETIREMENT PLAN TRANSACTIONS:

To act for me in all matters that affect my retirement, deferred compensation, or pension plans, including but not limited to the authority to select payment options, designate beneficiaries, make contributions, exercise investment powers, make "rollovers" of plan benefits, borrow or sell assets from the plan, and, if I am a spouse who is not employed, waive my right to be a beneficiary of a joint or survivor annuity and to exercise all powers with respect to retirement plans that I could if present and under no disability or incapacity.

~~(Handwritten mark)~~

GIFTS:

Make gifts from my assets, including debt forgiveness. My attorney-in-fact is permitted to give any of my assets, interests or rights, directly or indirectly, to himself or herself, or to his or her creditors.

~~(Handwritten mark)~~

PET AND ANIMAL CARE:

To do all acts necessary to maintain the customary standard of living of all pets and animals currently supported by me, including, but not limited to, providing and paying for shelter, food, and veterinary care.

My attorney-in-fact is empowered to take all further action, including the payment of expenditures and the preparation and execution of all documents, as

my attorney-in-fact deems necessary or appropriate to fully effectuate the purposes of the foregoing matters.

#### IV. GENERAL PROVISIONS

- 1) Reliance By Third Parties. I hereby agree that any third party receiving a duly executed copy of this document may rely on and act under it. Revocation or termination of this power of attorney will be ineffective as to a third party unless and until that third party receives actual notice or knowledge of the revocation or termination. For myself and for my heirs, executors, legal representatives, devisees, and assigns, I hereby agree to indemnify and hold harmless any third party from any and all claims because of good faith reliance on this instrument.
- 2) Severability. If any provision in this power of attorney is found to be invalid or unenforceable, this invalidity or unenforceability will not affect the other provisions of this document, and the other provisions will be given effect without the invalid or unenforceable provision.
- 3) Revocation. I may revoke this power of attorney at any time.
- 4) Maintenance of Records; Accounting. My attorney-in-fact must maintain records of all actions taken on my behalf, including transactions, receipts, disbursements and investment. My attorney-in-fact shall provide an accounting for all funds handled and all acts performed as my attorney-in-fact, but only upon my request, the request of a personal representative or a fiduciary acting on my behalf, or court order. Any requirement of my attorney-in-fact to file inventories and accounts with the county clerk or with the court is specifically waived.
- 5) Compensation and Reimbursement. My attorney-in-fact is entitled to reasonable compensation for services provided on my behalf pursuant to this power of attorney. My attorney-in-fact will be reimbursed for all reasonable expenses incurred relating to his or her responsibilities under this power of attorney.
- 6) Personal Benefit Permitted. If my attorney-in-fact is acting in good faith and in my best interests, my attorney-in-fact may personally benefit or profit from transactions taken on my behalf.
- 7) Liability of Attorney-in-Fact. All persons or entities that in good faith endeavor to carry out the provisions of this power of attorney will not be liable to me, my estate, or my heirs for any damages or claims arising because of their actions or inactions based on this power of attorney. My estate will indemnify and hold



them harmless. A successor attorney-in-fact will not be liable for the acts of a prior attorney-in-fact.

- 8) Authority to Record, Register, or File. My attorney-in-fact may record, register, or file this power of attorney and other necessary and appropriate documents as required to carry out the powers granted herein.
- 9) Copies. A copy of this power of attorney shall be effective as an original for all purposes.

IN WITNESS WHEREOF, the undersigned has executed this power of attorney on the date set forth below.

Date: 12/2<sup>nd</sup> / 20

Mark Briscoe Hemmings  
Signature of Mark Briscoe Hemmings

## 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:

- 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;
- Act in good faith;
- Do nothing beyond the authority granted in this Power of Attorney; and
- 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:

- Act loyally for the principal's benefit;
- Avoid conflicts that would impair your ability to act in the principal's best interest;
- Act with care, competence, and diligence;
- Keep a record of all receipts, disbursements and transactions made on behalf of the principal;
- 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
- 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:

- Death of the principal;
  - The principal's revocation of the Power of Attorney or your authority;
  - The occurrence of a termination event stated in the Power of Attorney;
  - The purpose of the Power of Attorney is fully accomplished; or
  - 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.

ACKNOWLEDGMENT  
OF NOTARY PUBLIC

State of Nevada

County of Carson

On this 21 day of December, 2020, before me, the undersigned Notary Public, personally appeared Mark Briscoe Hemmings, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual who signed the foregoing power of attorney and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by such signature, the person executed the instrument.

Witness my hand and seal.

Signature of Notary Public:

James Mu

exp 06/24/2023

12-21-2020

