

Recording requested by: )  
Hugh and Shirley Hetzer )  
1794 Mahogany Drive )  
Minden, NV 89423 )

When recorded mail to: )  
Hugh and Shirley Hetzer )  
1794 Mahogany Drive )  
Minden, NV 89423 )



KAREN ELLISON, RECORDER

**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 (HEREINAFTER REFERRED TO AS "Power of Attorney"). 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 THIS 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.

## Section 1. Designation of Agent

I, HUGH WALKER HETZER, do hereby designate and appoint the below-named agent 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:

SHIRLEY ANN HETZER (Wife)  
Address: 1794 Mahogany Drive, Minden, NV 89423  
Phone number: 410-274-6677

## Section 2. Designation of Alternate Agent

If my agent is unable or unwilling to act for me, then I designate the below-named alternate agent to serve as my agent as authorized in this document. All references to "my agent" refer to an alternate agent only after the immediate predecessor has failed or ceased to act:

*(You are not required to designate any alternate agent but you may do so. Any alternate agent you designate will be able to make the same decisions as the agent designated in Section 1 in the event that he or she is unable or unwilling to act as your agent. Also, if the agent designated in Section 1 is your spouse, his or her designation as your agent is automatically revoked by law if your marriage is dissolved.)*

1. First Alternate Agent:

KEELI JO MAZICH  
Address: 12216 Thomas Lane, Yucaipa, CA 92399  
Phone Number: 909-289-5643

## Section 3. Durability and Effective Date

By this document, I hereby create my Power of Attorney by appointing the person designated above (including each alternate named herein) as my agent to make financial decisions for me.

**DURABLE**—This Power of Attorney shall not be affected by my subsequent incompetence, disability, or other incapacity.

**EFFECTIVE IMMEDIATELY**—This Power of Attorney will exist indefinitely from the date I execute this document.

**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 (1) an acknowledged written medical opinion issued by at least two licensed

medical doctors stating that I am disabled or incapacitated and incapable of managing my affairs by reason of acts, physical or mental illness, progressive or intermittent physical or mental deterioration, or similar cause, 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 or (2) a court order holding me to be legally incapacitated to act on my own behalf or appointing a guardian of my person. Such incapacity shall be deemed to continue until such court order, medical opinions, or circumstances become inapplicable or have been revoked or two licensed medical doctors certify that they have examined me and have concluded that I am no longer incapacitated; an agent named in this Power of Attorney may act as my personal representative pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and applicable regulations, to obtain a determination of incapacity.

This Power of Attorney shall continue in force until revoked by me or until my death, whichever occurs first. I understand that revocation of this Power of Attorney will not be effective as to my agent until my agent has actual knowledge of the revocation. If my agent acts in good faith and without actual knowledge of the revocation, any act so performed, unless otherwise invalid or unenforceable, binds me and my successors in interest.

#### **Section 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. This Power of Attorney does not affect any power of attorney for health-care matters.

#### **Section 5. Nomination of Guardian**

If, after the execution of this Power of Attorney, incompetency proceedings are initiated for my estate, I hereby nominate my agent as the guardian of my estate, to the extent it does not conflict with any designations made by me in my Trust if my Trust exists at such time. This shall be superseded by any nomination of a guardian made in a document that I sign after the date of this Power of Attorney. If my agent fails or ceases to act as the guardian of my estate, the alternate agent(s) designated above shall serve in the order named.

On the appointment of a guardian of my estate, this Power of Attorney shall terminate, and the agent shall deliver my assets under his or her control as directed by the guardian of my estate. If, upon request by my agent, the court allows my agent to retain specific powers, my agent shall file an accounting with the court and the guardian on a quarterly basis or such other period as the court may designate.

## Section 6. Grant of General Authority

Subject to the limitations listed in this Power of Attorney, I grant my agent the general authority to do all acts that I could do with respect to the following subjects:

*(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.)*

**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**

**Taxes**

**CO-OWNING**—my agent may continue to co-own assets on my behalf and for my benefit and can have any funds owned by him or her mixed with my funds to the same extent that the co-owning of assets and mixing of funds existed before operation of this

Power of Attorney;

**ELECTRONIC ACCESS**—to access the contents of my cell phone, emails, and other electronic communication devices. I hereby authorize any and all electronic communication service providers to grant my agent access to my accounts and/or devices, if my agent does not have a login and/or password.

**GENERAL AUTHORITY**—to do, execute, and perform on my behalf and for my benefit any other act, deed, matter, or thing, that in the opinion of the agent should be done, executed, or performed in conjunction with this Power of Attorney, of every kind and nature. The enumeration of specific items, acts, rights, or powers in this Power of Attorney does not limit or restrict and is not to be construed or interpreted as limiting or restricting the general powers granted to the agent except as stated in this Power of Attorney.

**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.

### **Section 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 and it is not otherwise prohibited by another agreement or instrument to which the authority or property is subject:

*(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**, including, but not limited to, cash gifts, always subject to the limitations of NRS 162A.610, as amended, and never to benefit the agent or a person to whom the agent owes an obligation of support:

To my spouse, children, grandchildren, great-grandchildren, other family members, and to such other persons with whom I have an established pattern of giving on special

occasions, including, but not limited to, birthdays, weddings, and seasonal holidays, in the amount not exceeding \$ \_\_\_\_\_ or as my agent may decide in his or her absolute discretion, having regard to all of the circumstances, including the gifts I made while I was capable of managing my own estate, the size of my estate, and my income requirements;

To my spouse, children, grandchildren, great-grandchildren, other family members, and to such other persons with whom I have an established pattern of giving if it is appropriate to make such gifts for estate planning and/or tax purposes;

To charitable organizations with whom I have an established pattern of giving or if it is appropriate to make such gifts for estate planning and/or tax purposes, in the amount not exceeding \$ \_\_\_\_\_ or as my agent may decide in his or her absolute discretion, having regard to all of the circumstances, including the gifts I made while I was capable of managing my own estate, the size of my estate, and my income requirements;

**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, except to benefit the Principal or a person to whom the Principal owes an obligation of support;

**Consent** to the placement of the Principal in an assisted living facility as defined in NRS 422.3962;

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

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

### **Section 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, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise, unless I have included that authority in the Special

Instructions.

### **Section 9. Authority of Principal**

Except as otherwise expressly provided in this Power of Attorney, the authority of the Principal to act on his 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.

### **Section 10. Special Instructions or Other or Additional Authority Granted to Agent**

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### **Section 11. Agent's Compensation, Expenses, and Gains**

My agent shall be entitled to fair and reasonable compensation ("customary") for the services my agent renders as my agent under this Power of Attorney.

My agent shall be reimbursed for his or her reasonable out-of-pocket costs and expenses incurred in connection with his or her duties under this Power of Attorney.

My agent shall be entitled to retain an attorney and any other professional personnel necessary to carry out his or her duties and my wishes under this Power of Attorney.

My agent is NOT allowed to personally gain from any transaction my agent may complete on my behalf if the transaction is completed in good faith and with my agent believing it is in my best interest.

### **Section 12. 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 this Power of Attorney or a copy and 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.

My 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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**Section 15. Release of Information**

I agree to authorize and allow full release of information, records, or other documents, including any confidential information, records, or other documents, by any governmental agency, business entity, creditor, or third party who may have information pertaining to my assets, income, or financial affairs, to my agent named herein. I hereby waive any privilege that may apply to the release of such information, records, or other documents.

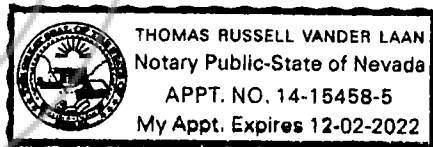
I sign my name to this Statutory Power of Attorney on this March 10, 2022, at 1624 10<sup>th</sup> Street, Suite 3, Minden, Nevada. I understand the full importance of this document and I am emotionally and mentally competent to execute it. This document constitutes an affidavit of the declarations made herein and, in compliance with NRS 53.045 (which permits unsworn declarations to serve as an affidavit without a notary), I declare under penalty of perjury that the forgoing is true and correct.

  
HUGH WALKER HETZER

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

STATE OF NEVADA        )  
                                      ): ss  
COUNTY OF DOUGLAS    )

On this March 10, 2022, before me, Thomas Russell Vander Laan, personally appeared HUGH WALKER HETZER, 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 he executed it.



  
NOTARY PUBLIC

## 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.

**NRS 162A.370 LIABILITY FOR REFUSAL TO ACCEPT ACKNOWLEDGED POWER OF ATTORNEY**

1. Except as otherwise provided in subsection 2:
  - (a) A person shall either accept an acknowledged power of attorney, or request a certification, a translation or an opinion of counsel pursuant to NRS 162A.360, not later than 10 business days after presentation of the power of attorney for acceptance;
  - (b) If a person requests a certification, a translation or an opinion of counsel pursuant to NRS 162A.360, the person shall accept the power of attorney not later than 5 business days after receipt of the certification, translation or opinion of counsel; and
  - (c) A person may not require an additional or different form of power of attorney for authority granted in the power of attorney presented.
2. A person is not required to accept an acknowledged power of attorney if:
  - (a) The person is not otherwise required to engage in a transaction with the principal in the same circumstances;
  - (b) Engaging in a transaction with the agent or the principal in the same circumstances would be inconsistent with federal law;
  - (c) The person has actual knowledge of the termination of the agent's authority or of the power of attorney before exercise of the power;
  - (d) A request for a certification, a translation or an opinion of counsel pursuant to NRS 162A.360 is refused;
  - (e) The person in good faith believes that the power is not valid or that the agent does not have the authority to perform the act requested, whether or not a certification, a translation or an opinion of counsel has been requested or provided pursuant to NRS 162A.360; or
  - (f) The person makes or has actual knowledge that another person has made a report pursuant to NRS 200.5093 stating a good faith belief that the principal may be subject to abuse, neglect, exploitation, isolation or abandonment by the agent or a person acting for or with the agent.
3. A person that refuses in violation of this section to accept an acknowledged power of attorney is subject to:
  - (a) A court order mandating acceptance of the power of attorney; and
  - (b) Liability for reasonable attorney's fees and costs incurred in any action or proceeding that confirms the validity of the power of attorney or mandates acceptance of the power of attorney.

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