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DOUGLAS COUNTY, NV **2024-1009598**
Rec:\$40.00
Total:\$40.00 **07/01/2024 10:12 AM**
MARIE VELEZ Pgs=12



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SHAWNYNE GARREN, RECORDER

FOR RECORDER'S USE ONLY

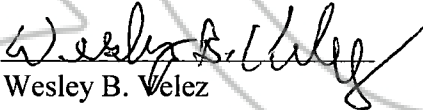
Power of Attorney

TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of any person or persons as required by law.

NRS 440.380(1)(a) and NRS 40.525(5)


Wesley B. Velez

WHEN RECORDED MAIL TO:

Toni Velez, Wesley B. Velez and Marie Velez
1692 Toni Ct
Minden, NV 89423

DURABLE POWER OF ATTORNEY

(California Probate Code Section 4401)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA PROBATE CODE SECTIONS 4400-4465). THE POWERS LISTED IN THIS DOCUMENT DO NOT INCLUDE ALL POWERS THAT ARE AVAILABLE UNDER THE PROBATE CODE. ADDITIONAL POWERS AVAILABLE UNDER THE PROBATE CODE MAY BE ADDED BY SPECIFICALLY LISTING THEM UNDER THE SPECIAL INSTRUCTIONS SECTION OF THIS DOCUMENT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO

1. **APPOINTMENT OF MY AGENT.** I, Leo I Velez (hereinafter referred to as "**Principal**"), hereby execute this Durable Power of Attorney appointing the following named individual as my "**Agent**" (also known as Attorney-in-Fact):

Name: Wesley B Velez
Address: 841 Bay ST
Mountain View, California 94041
Phone Number: 650-823-2647

2. **EFFECTIVENESS.** This shall be effective from when I sign it. The authority of my Agent, when effective, shall not terminate or be void or voidable if I am or become disabled or in the event of later uncertainty as to whether I am dead or alive.
3. **AGENT AS FIDUCIARY.** I give my Agent the powers specified in this Durable Power of Attorney with the understanding that they will be exercised for my benefit, on my behalf, and solely in a fiduciary capacity.
4. **SUCCESSOR AGENT.** In the event that my chosen Agent is unable or unwilling to act on my behalf, I appoint the following named individual as my Successor Agent:

Name: Marie Ann DeLain Velez
Address: 433 Sylvan Ave SP 43
Mountain View, California 94041
Phone Number: 650-279-3656

5. **GENERAL AUTHORITY TO ACT.** I hereby grant my Agent, including any Successors or Co-Agents, the general authority to act on my behalf in the following subjects: **(INITIAL ALL POWERS THAT APPLY)**

- a. Real property
- b. Tangible personal property
- c. Stocks and bonds
- d. Commodities and options
- e. Banks and financial institutions
- f. Operation of entity or business
- g. Insurance and annuities

- h. Estates, trusts, and other beneficial interests
- i. Claims and litigation
- j. Personal and family maintenance
- k. Benefits from governmental programs and civil or military service
- l. Retirement plans
- m. Taxes
- n. Gifts

* o. **All Other Matters.** Except for those actions that conflict with or are limited by another provision of this Durable Power of Attorney and those powers listed in this instrument to which my initials are not affixed, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions of this Durable Power of Attorney, to the extent that a principal can act through an agent. This section does not authorize my Agent to make healthcare decisions.

6. SPECIFIC ACTS AUTHORIZED. In addition to the general powers authorized above, I specifically authorize my Agent to perform the following acts: **(INITIAL ALL POWERS THAT APPLY)**

- a. Create or amend designations of rights of survivorship, including in financial accounts and real property.
- b. Create or amend designations of Beneficiaries.
- c. Delegate or otherwise authorize another person to exercise the powers delegated to the Agent under this instrument.
- d. Waive Principal's right to be a Beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
- e. Exercise fiduciary powers validly delegated by Principal.
- f. Disclaim, refuse, or release an interest in property or a power of appointment.
- g. **Inter Vivos Trusts.** I give my Agent the power to take all actions that my Agent considers necessary or desirable with respect to trusts that exist when this power is executed or that are established thereafter, including the following powers: to establish trusts for the benefit of my spouse, partner, children, grandchildren, and parents; to contribute or transfer assets to any trust in which I have an interest; and to exercise any power I may have as an individual, other than as a trust beneficiary, such as borrowing trust assets, amending or revoking trust agreements, and voting shares of stock, but subject to the limitation that any trust I have created may be modified or revoked by my Agent only if expressly permitted by the trust instrument. This section must not be construed as limiting the authority of my Agent to exercise any power, with respect to trusts, that I may hold in a fiduciary capacity or as a trust beneficiary, to the extent that such authority is specifically given elsewhere in this instrument.
- h. **Pets.** I give my Agent the power to house, or arrange for the housing, support, and maintenance of any animals that I own or have custody of and to pay reasonable boarding, kenneling, and veterinary fees for such animals.
- i. **Funeral and Burial Arrangements.** I give my Agent the power to arrange for my funeral or other memorial service and for burial or cremation of my remains in accordance with all of my known wishes.

j. **After-Acquired Property.** The powers granted to my Agent in this instrument are exercisable equally with respect to interests in property I own when this instrument is executed and after-acquired property interests, wherever the property is located, and whether or not the powers are exercised or the Durable Power of Attorney is executed in the same state.

k. **Gifts to Agent.** Notwithstanding any other provision in this Durable Power of Attorney, my Agent may make gifts in amounts not to exceed the annual federal gift tax exclusion to him or herself but only if my Agent is in need of funds to meet the reasonable expenses of the following: support in accordance with my Agent's accustomed manner of living; medical, dental, hospital, and nursing services, and other costs relating to the health care of my Agent; and my Agent's education.

l. **Nominating a Conservator.** If proceedings are initiated for the appointment of a Conservator of my person or my estate or both, I authorize my Agent to nominate whomever he or she believes is appropriate as Conservator of my person or my estate or both, including appointing him or herself. I authorize my Agent to waive the requirement of a bond for any person appointed, if he or she believes a waiver is appropriate.

m. **General Authority.** Except for those actions that conflict with or are limited by another provision of this Durable Power of Attorney, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions of this power, to the extent that a principal can act through an agent. This section does not authorize my Agent to make healthcare decisions.

In connection with the exercise of any of the powers described in the preceding sections, I give my Agent full authority, to the extent that a principal can act through an agent, to take all actions that he or she believes necessary, proper, or convenient, to the extent that I could take these actions myself, including, without limitation, the power to prepare, execute, and file documents and maintain records; to enter into contracts; to hire, discharge, and pay reasonable compensation to attorneys, accountants, expert witnesses, or other assistants; to engage in litigation regarding a claim in favor of or against me, and to execute, acknowledge, seal, and deliver any instrument.

n. **Restrictions on Property Management Powers.** Notwithstanding any other provision in this Durable Power of Attorney, my Agent does not have any of the following powers related to property management: to use my property to discharge the legal obligations of my Agent, including but not limited to the support of the dependents of my Agent, except for those dependents to whom I also, along with my Agent, owe a duty of support; to exercise any incident of ownership over any insurance policy that I own and that insures the life of my Agent; or to exercise powers of a trustee under an irrevocable trust of which my Agent is the settler and of which I am a trustee.

o. **Beneficial Use.** If my Agent is not my ancestor, descendant, or spouse, my Agent MAY use my property to Agent's own benefit and/or for supporting someone to whom Agent owes a support obligation.

7. NOMINATION OF A GUARDIAN OR CONSERVATOR (OPTIONAL). If a Conservator or Guardian of my person or estate needs to be appointed for me by a court:

(INITIAL) *WV*

a. I nominate Wesley B Velez.

First Choice: Wesley B Velez
Address: 841 Bay St
Mountain View, California 94041

8. AMPLIFYING POWERS

a. Compensation

i. My Agent will be entitled to reasonable compensation for services rendered as Agent under this Durable Power of Attorney. Factors that should be considered in determining the amount of compensation are as follows:

- A. The time expended by my Agent.
- B. The value of the property over which my Agent exercises control and management.
- C. The complexity of the transactions entered into by my Agent.

ii. My Agent may pay the compensation from my assets once each week, and must keep records of the services performed, the time spent in performing them, and the date and amount of each payment.

b. **Reimbursement for Costs and Expenses.** My Agent will be entitled to reimbursement from my property for expenditures properly made in performing the services conferred by me in this instrument. My Agent must keep records of any such expenditures and reimbursements.

c. **Reliance by Third Parties.** To induce third parties to rely on the provisions of this instrument, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested by my Agent in the exercise of any of the powers described in this instrument. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third party who acts in reliance on this power for damages or liability incurred as a result of that reliance.

d. **Ratification.** I ratify and confirm all that my Agent does or causes to be done under the authority granted in this instrument. All contracts, promissory notes, checks, or other bills of exchange, drafts, other obligations, stock powers, instruments, and other documents signed, endorsed, drawn, accepted, made, executed, or delivered by my Agent will bind me, my estate, my heirs, successors, and assigns.

e. **Exculpation of Agent.** My Agent will not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but will be liable for any willful misconduct or gross negligence.

f. **Revocation and Amendment.** I revoke any and all Durable Powers of Attorney that I have executed before executing this Durable Power of Attorney. I retain the right to revoke or amend this Durable Power of Attorney and to substitute other agents in place of my Agent. Amendments to this Durable Power of Attorney must be made in writing by me personally. They must be attached to the original of this document and, if the original is recorded, must be recorded in the same county or counties as the original, although failure to record any amendment will not alter its affect.

9. GENERAL PROVISIONS

a. **Signature of Agent.** My Agent must use the following form when signing on my behalf pursuant to this Durable Power of Attorney: "[Principal] by [Agent], his or her Agent."

b. **Severability.** If any of the provisions of this instrument are found to be invalid for any reason, that invalidity will not affect any of the other provisions of this power, and all invalid provisions will be wholly disregarded.

c. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules.

d. **Reliance on This Durable Power of Attorney.** Any person, including my Agent, may act in reliance upon the validity of this Durable Power of Attorney or a copy of it unless that person knows it has terminated or is no longer valid.

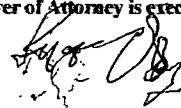
10. SPECIAL INSTRUCTIONS (OPTIONAL)

You may give any special instructions on the following lines:

- a. _____
- b. _____
- c. _____
- d. _____

This Durable Power of Attorney is executed by me on 6-18-2024 in California.

Name: Leo I Velez

Signature: 

SSN or TIN:  8496

Address: 1710 Lincoln
San Jose, California 95126

Phone Number: 650-279-5656

NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT

IMPORTANT INFORMATION FOR THE AGENT:

You may not transfer Principal's property to yourself without full and adequate consideration or accept a gift of Principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of Principal's property. If you transfer Principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement. If 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. In addition to criminal prosecution, you may also be sued in civil court.

You must stop acting on behalf of Principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney, for example, the death of Principal; Principal's revocation of this Power of Attorney or your authority; or, if you are married to Principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this Power of Attorney state that such an action will not terminate your authority.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

I have read the foregoing notice, and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as Agent (Attorney-in-Fact) under the terms of this Power of Attorney.

By acting or agreeing to act as Agent (also known as Attorney-in-Fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include the following:

1. The legal duty to act solely in the interest of Principal and to avoid conflicts of interest.
2. The legal duty to keep Principal's property separate and distinct from any other property owned or controlled by you.

ACCEPTANCE BY AGENTS

Name: Wesley B Velez

Signature: *Wesley B Velez* Dated: 6-18-24

Name: Marie Ann DeLain Velez

Signature: *Marie Ann DeLain Velez* Dated: 6-18-24

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California:

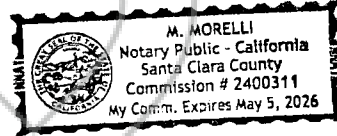
County of Santa Clara

On June 18, 2024 (date), before me, M. Morelli (notary), personally appeared Leo I Velez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. Morelli (Seal)



STATEMENT OF WITNESS

I declare under penalty of perjury: 1) that the individual who signed or acknowledged this Durable Power of Attorney is personally known to me, or that the individual's identity was proven to me by convincing evidence; 2) that the individual signed or acknowledged this Durable Power of Attorney in my presence; 3) that the individual appears to be of sound mind and under no duress, fraud, or undue influence; and 4) that I am not a person appointed as Agent by this Durable Power of Attorney.

FIRST WITNESS

Name: M. Mavelli

Signature: [Handwritten Signature] Dated: 6/18/24

SECOND WITNESS

Name: MELVIN DIONISIO

Signature: [Handwritten Signature] Dated: 6/18/24

Notice to Person Executing this 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 (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing.

This document gives 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 state that the durable power of attorney will last for a shorter period of time or unless you otherwise 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 signing or 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 Attorney-in-Fact

By acting or agreeing to act as the agent (attorney-in-fact) 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.

You may not transfer the principal's property to yourself without full and adequate consideration 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 (attorney-in-fact) under the terms of this power of attorney.

Date: _____

(Signature of agent): _____

(Print name of agent): _____

Instructions for Your Durable Power of Attorney

In our power of attorney, you, the "Principal," will specify what powers your "Agent" (a.k.a. your Attorney-in-Fact) has. You can give your Agent decision-making authority over almost any of your affairs, and our power of attorney form gives you complete flexibility in tailoring the document to your specific needs.

Note, however, that some powers cannot legally be delegated to your Agent, including the powers to make, amend, or revoke your will; to change insurance beneficiaries; and to vote in a public election.

A general power of attorney terminates when you die or become incapacitated. However, a durable power of attorney allows your Agent to act for you even when you become incapacitated. "Incapacitated" means that you are no longer able to understand and evaluate information in order to make competent decisions regarding your affairs, usually due to physical or mental impairment. A durable power of attorney continues until you die or revoke your Agent's powers.

An Agent can be a friend, family member, business partner, or anyone else you trust. Your Agent will also be entitled to receive reasonable compensation for the work they perform unless you specify otherwise.

How to Execute Your Document

To make your power of attorney legally binding, you need to sign the document in the presence of the appropriate witnesses. Use the list below to locate your state's witnessing requirements. Because financial institutions and other entities often require it to be notarized, we recommend that you use a notary even if your state does not require it. Make sure any witnesses you use are not appointed as Agents in the instrument, related to the Principal by blood, or beneficiaries of the Principal's estate.

You do not have to record a power of attorney to make it legally binding. However, if you are giving your Agent the power to handle real estate transactions for you and it is likely your Agent will use this power on your behalf in the future, it is best to go ahead and record the document for a small fee (usually \$20-\$30).

Remember, you can revoke or amend your power of attorney at any time after it goes into effect.

Witnessing Requirements

In California, at least two witnesses or a notary must sign. It is best (and we recommend) to have two disinterested witnesses AND a notary sign your power of attorney. This will help verify the authenticity of the document should there ever be a question.