

2016-003529

Klamath County, Oregon



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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

BOUTIN JONES INC.

Attorneys at Law

555 Capitol Mall, Suite 1500

Sacramento, CA 95814

Attention: Andrea Bacchi, Esq.

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DURABLE POWER OF ATTORNEY

(SEE ATTACHED)

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DURABLE POWER OF ATTORNEY

***NOTICE TO PERSON EXECUTING 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 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.

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 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.

Initials: HB

**DURABLE POWER OF ATTORNEY
FOR HENRY F. BACCHI**

This durable power of attorney shall become effective immediately upon execution. This durable power of attorney may be modified by the principal at any time by written notice given by the principal to the agent and may be terminated at any time by either the principal or the agent by written notice given by the terminating party to the other party.

This power of attorney shall continue after the principal's incapacity in accordance with its terms.

On the death of the principal, this power shall terminate and the assets of the principal shall be distributed to the duly appointed personal representative of the principal's estate; or, if no estate is being administered, to the persons who lawfully take the assets without the necessity of administration when they have supplied the agent with satisfactory documents as provided by law.

1-12-09

TO WHOM IT MAY CONCERN:

A.X.A. HENRY F. BACCHI, JR.

HENRY F. BACCHI, (the principal) presently a resident of Placer County, California, hereby appoints CHARLES BACCHI, (the agent) presently a resident of El Dorado County, California, as the principal's true and lawful attorney in fact for the principal and in the principal's name, place and stead:

1. To manage, control, lease, sublease and otherwise act concerning any real property which the principal may own, collect and receive rents or income therefrom; pay taxes, charges and assessments on the same; repair, maintain, protect, preserve, alter and improve the same; and do all things necessary or expedient to be done in the agent's judgment in connection with the property.

2. To purchase real property on the principal's behalf; to mortgage, pledge, or otherwise encumber such newly acquired property; to commit the resources of the principal with respect to the purchase of such property; to do all acts and execute all documents necessary for the purchase of such property; and to otherwise generally deal in all respects and have all powers described in this power of attorney with respect to such property.

3. To manage and control all partnership interests owned by the principal and to make all decisions the principal could make as a general partner, limited partner or both, and to execute all documents required of the principal as such partner, all to the extent that the agent's designation for such purposes is allowed by law and is not in contravention of any partnership or other agreement.

4. To purchase, sell, invest, reinvest and generally deal with all stocks, bonds, debentures, warrants, partnership interests, rights and securities owned by the principal.

5. To collect and deposit for the benefit of the principal all debts, interest dividends or other assets that may be due or belong to the principal, and to execute and deliver receipts and other discharges therefor; to demand, arbitrate and pursue litigation on the principal's behalf concerning all rights and benefits to which the principal may be entitled; and to compromise, settle and discharge all such matters as the agent considers appropriate under the circumstances.

6. To pay any sums of money which may at any time be or become owing from the principal, to sell and to adjust and compromise any claims which may be made against the principal as the agent considers appropriate under the circumstances.

7. To grant, sell, transfer, mortgage, deed in trust, pledge and otherwise deal in all property, real and personal, which the principal may own; including but not limited to any real property described on any exhibit attached to this instrument including property acquired after execution of this instrument; to attach exhibits to this instrument which provide legal descriptions of all such property; and to execute such instruments as the agent deems proper in conjunction with all matters covered in this paragraph 7.

8. To prepare and file all income and other federal and state tax returns which the principal is required to file; to sign the principal's name; hire preparers and advisors and pay for their services; and to do whatever is necessary to protect the principal's assets from assessments for income taxes and other taxes for the years 1990-2030. The agent is specifically authorized to receive confidential information; to receive checks in payment of any refund of taxes, penalties or interest; to execute waivers (including offers of waivers) of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to perform any other act described in California Probate Code Section 4463, except those acts that conflict with or are limited by a more specific provision in this Power; and to delegate authority or substitute another representative with respect to all above matters.

9. To deposit in and draw on any checking, savings, credit union, agency or other accounts which the principal may have in any banks, savings and loan associations and any accounts with securities brokers or other commercial institutions and to establish and terminate all such accounts.

10. To invest and reinvest the principal's funds in every kind of property, real, personal or mixed and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies and mutual funds; mortgage participations; that, under the circumstances then prevailing (specifically including but not limited to the general economic conditions and the principal's

anticipated needs), persons of skill, prudence and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the principal's goals; and to consider individual investments as part of an overall plan.

11. To have access to all safe deposit boxes in the principal's name or to which the principal is an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in the principal's name; to add to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

12. To make additions and transfer assets to any and all revocable living trusts of which the principal is a settlor.

13. To make direct payments to the provider for tuition and medical care for the principal's issue under Internal Revenue Code section 2503(e) or any successor statute, which excludes such payments from gift tax liability.

14. To use any credit cards in the principal's name to make purchases and to sign charge slips on behalf of the principal as may be required to use such credit cards; and to close the principal's charge accounts and terminate the principal's credit cards under circumstances where the agent considers such acts to be in the principal's best interest.

15. To do all things and enter into all transactions necessary to provide for the principal's personal care and to maintain the principal's customary standard of living; to provide suitable living quarters for the principal; and to hire and compensate household, nursing and other employees as the agent considers advisable for the principal's well being. The above shall specifically include but not be limited to the authority to pay the ongoing costs of maintenance of the principal's present and future residence, such as interest, taxes, repairs; to procure and pay for clothing, transportation, medicine, medical care, food and other needs; and to make arrangements, enter into contracts and commit the principal's resources on the principal's behalf with respect to provision of residential care to the principal in a convalescent hospital, skilled nursing home, or other alternative residential facility.

16. Generally to do, execute and perform any other act, deed, matter or thing, that in the opinion of the agent ought to be done, executed or performed in conjunction with this power of attorney, of every kind and nature, as fully and effectively as the principal could do if personally present. The enumeration of specific items, acts, rights or powers in this instrument 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 where powers are expressly restricted.

17. To make gifts on the principal's behalf to a class composed of the principal's children, any of their issue, or both, to the full extent of the federal annual gift tax exclusion under Internal Revenue Code Section 2503(b) or any successor statute and, for such purposes, to remove the principal's assets from any grantor revocable trust of which the principal is a grantor. Any gifts made pursuant to this section shall not be future interests within the meaning of Internal Revenue Code Section 2503.

18. The agent is authorized and directed to commence enforcement proceedings, at the principal's expense, against any third party who fails to honor this durable power of attorney.

19. Notwithstanding any other possible language to the contrary in this instrument, the agent is specifically Not granted and shall not have the following powers under this instrument:

(a) To use the principal's assets for the agent's own legal obligations, including but not limited to support of the attorney in fact's dependents;

(b) To have the power to distribute the principal's assets and or income therefrom to the agent, his creditors, his estate, creditors of his estate, or to any person he owes a legal obligation of support;

(c) To exercise incidents of ownership over any life insurance policies which the principal owns on the agent's life.

(d) To exercise any trustee powers under an irrevocable trust in which the agent is a settlor and the principal is a trustee.

20. Any third party from whom the agent may request information, records or other documents regarding the principal's personal affairs may release and deliver all such information, records or documents to the agent. The principal hereby waives any privilege that may apply to release of such information, records of other documents.

21. The agent's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the principal were personally present and acting on the principal's own behalf. No person or organization who relies on the agent's authority under this instrument shall incur any liability to the principal, the principal's estate, heirs, successors or assigns, because of reliance on this instrument.

22. This Durable Power of Attorney shall commence and take effect immediately upon its execution. This Durable Power of Attorney shall remain in full force and effect and shall not be affected by the principal's subsequent incapacity.

23. The principal's estate, heirs, successors and assignees shall be bound by the agent's acts under this power of attorney.

24. The principal hereby ratifies and confirms all that the agent shall do, or cause to be done, by virtue of this power of attorney.

25. In the event **CHARLES BACCHI** is unwilling or unable to serve, **NIKKI BACCHI BARI** shall instead serve as successor agent. If for any reason the original agent under this Durable Power of Attorney is unwilling or unable to serve, one of the following documents shall be attached to this durable power of attorney: a resignation or declination to serve signed by the original agent; a written and signed opinion from a licensed physician that the original agent is physically or mentally incapable of serving; a certified court order as to the incapacity or inability of the original agent to serve; or a certified death certificate of the original agent. Third parties who deal with the successor agent shall be entitled to rely on the original power of attorney instrument with any such document attached.

26. If a conservator of the principal's person or estate or both is deemed necessary, the principal hereby nominates **CHARLES BACCHI** to act as conservator of the principal's person and estate. If **CHARLES BACCHI** is unable to

act for any reason, the principal hereby nominates **NIKKI BACCHI BARI**.

On the appointment of a conservator of the principal's estate, this power of attorney shall terminate and the agent shall deliver the assets of the principal under the agent's control as directed by the conservator of the principal's estate.


27. The name and mailing address of the principal/taxpayer is:

HENRY F. BACCHI
6031 Oak View Drive
Granite Bay, California, 95746

28. The name, mailing address and social security number of the principal's agent is:

CHARLES BACCHI
P.O. Box 479
Lotus, California 95651

IN WITNESS WHEREOF, the principal has signed this durable power of attorney on January 12, 2009, at Granite Bay, California.


HENRY F. BACCHI


ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF PLACER)

On January 12, 2009, before me, ROBERT B. RADEMACHER, a notary in and for the State of California, personally appeared **HENRY F. BACCHI**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

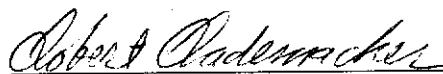
WITNESS my hand and official seal.


ROBERT RADEMACHER, Notary (Seal)



LAWYER'S CERTIFICATE

I am a lawyer authorized to practice law in the state where this power of attorney was executed, and the principal was my client at the time this power of attorney was executed. I have advised my client concerning his rights in connection with this power of attorney and the applicable law and the consequences of signing or not signing this power of attorney, and my client, after being so advised, has executed this power of attorney.


Robert Rademacher
4200 Mother Lode Dr., Suite B
Shingle Springs, CA 95682
(530) 677-3335

Dated: January 12, 2009