

*RaNaee L. Preston*

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2023-001676

Klamath County, Oregon



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## DURABLE POWER OF ATTORNEY

### IMPORTANT INFORMATION

This Power of Attorney authorizes another person (your Agent) to make decisions concerning your property for you (the Principal). 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. The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney Act.

This Power of Attorney does not authorize the Agent to make healthcare decisions for you.

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.

Your Agent is entitled to reasonable compensation unless you state otherwise in the Special Instructions.

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.

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.

This Power of Attorney becomes effective immediately unless you state otherwise in the Special Instructions.

**If you have questions about the Power of Attorney or the authority you are granting to your Agent, you should seek legal advice before signing this form.**

- 1. APPOINTMENT OF MY AGENT.** I, Linda DePue (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: RaNae Lee Preston

Address: 2903 Summers lane, Klamath Falls Oregon 97603

Phone Number: (541) 273-8940 Home (541) 891-7305

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. **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. LRP Real property
  - b. LRP Tangible personal property
  - c. LRP Stocks and bonds
  - d. LRP Commodities and options
  - e. LRP Banks and financial institutions
  - f. LRP Operation of entity or business
  - g. LRP Insurance and annuities
  - h. LRP Estates, trusts, and other beneficial interests
  - i. LRP Claims and litigation
  - j. LRP Personal and family maintenance
  - k. LRP Benefits from governmental programs and civil or military service
  - l. LRP Retirement plans
  - m. LRP Taxes
  - n. LRP Gifts

- o. LRP **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.

**5. 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. LRP Create or amend designations of rights of survivorship, including in financial accounts and real property.
- b. LRP Create or amend designations of Beneficiaries.
- c. LRP Delegate or otherwise authorize another person to exercise the powers delegated to the Agent under this instrument.
- d. LRP Waive Principal's right to be a Beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
- e. LRP Exercise fiduciary powers validly delegated by Principal.
- f. LRP Disclaim, refuse, or release an interest in property or a power of appointment.
- g. LRP **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.
- h. LRP **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.
- i. LRP **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.
- j. LRP **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.

k. *LRAP* **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.

l. *LRAP* **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.

m. *LRAP* **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.

n. *LRAP* **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.

**6. ADDITIONAL INSTRUCTIONS.** I further instruct my Agent as follows:

a. All issues concerning Linda Raye DePue will go through RaNae Preston. RaNae will relay any information to his siblings. All siblings will honor this POA and will consult RaNae with any concerns or decisions before talking with Linda Raye DePue.

## 7. 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.

## 8. 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 Oregon, 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.

## 9. SPECIAL INSTRUCTIONS (OPTIONAL)

10. You may give any special instructions on the following lines:

- a. NA

This Durable Power of Attorney is executed by me on 3-13-23, in Oregon.

Name: Linda Raye DePue

Signature: Linda Raye DePue

SSN : 544-46-6540

Address: 4700 Denver Ave Klamath  
Falls Oregon 97603

Phone Number: (541) 273-8940



## **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 the Special Instructions in this Power of Attorney state that such an action will not terminate your authority.

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 AGENT**

**Name: RaNae Preston**

Signature: 

Dated: 3-13-2023

## NOTARY ACKNOWLEDGMENT

State of Oregon

County of Klamath Falls

I, Kirsten Pilgrim hereby certify that Linda Raye DePue whose name is signed to the foregoing, and who is known to me, or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

Print Name: Kirsten Ann Pilgrim Commission Expires: 1/26/27

Signature: Kirsten Pilgrim [Affix seal]

Date: 3/13/23

NOTARY PUBLIC

