

2024-007894

Klamath County, Oregon



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Fee: \$127.00

RECORDING COVER SHEET

ORS 205.234

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

1. AFTER RECORDING, RETURN TO:

Michael L. Spencer
403 Main St.
Klamath Falls, OR 97601

2. TITLE(S) FOR THE TRANSACTION(S):

Durable Power of Attorney for Management of Property and Personal Affairs

3. DIRECT PARTY/GRANTOR(S)

Name(s) and Address(es)

Helen M. Fritz

4. INDIRECT PARTY/GRANTEE(S):

Nancy Cook
Janice Beevar

**5. UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO:**

Nancy Cook and Janice Beevar, Trustees
133 Eulalona Ct.
Klamath Falls, OR 97601

6. TRUE AND ACTUAL CONSIDERATION PAID:

\$0.00

DURABLE POWER OF ATTORNEY FOR MANAGEMENT OF PROPERTY AND PERSONAL AFFAIRS

I, **HELEN FRITZ**, of 133 Eulalona Ct, Klamath Falls, Oregon 97601, as an individual and as trustee of THE HELEN FRITZ LIVING TRUST, executed by me on August 29, 2024, intend to create a Durable Power of Attorney (herein referred to as "this Power"). This Power is effective immediately upon its execution. THIS IS A DURABLE POWER OF ATTORNEY AND THE AUTHORITY OF MY AGENT ("ATTORNEY-IN-FACT") SHALL NOT TERMINATE IF I BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE. IT SHALL ALSO NOT BE AFFECTED BY LAPSE OF TIME.

I give my Agents the powers specified in this Power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

I. APPOINTMENT

1.A. **Designation of Agent.** I hereby designate and appoint my daughter NANCY COOK as my Attorney-in-Fact (hereinafter referred to in this Power of Attorney as "my agent").

1.B. **Alternate Agent.** If said Nancy Cook is not available or becomes ineligible to act, or if I revoke this appointment or authority to act, then I designate my daughter JANICE BEEVAR as my alternate Agent to have all of the powers hereinafter set forth.

II. POWERS

2.A. **Enumerated Powers.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have for property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted:

(1) Real and Personal Property. To take any actions for the management or maintenance of any real or personal property in which I own an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire, sell, and convey ownership of property; control the manner in which property is managed, maintained, and used; change the form of title in which property is held (including creating

or severing a "joint tenancy with right of survivorship"); satisfy and grant security interests and other encumbrances on property (including a "reverse mortgage"); obtain and make claims on insurance policies covering risks of loss or damage to property; accept or remove tenants; collect proceeds generated by property; ensure that any needed repairs are made to property; exercise rights of participation in real estate syndicates or other real estate ventures; and, to make improvements to property.

(2) Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

(3) Stock and Bond Transactions. To buy, sell and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments except commodity futures contracts and call and put options on stocks and stock indexes; to receive certificates and other evidences of ownership with respect to securities; to exercise voting rights with respect to securities in person or by proxy, and, to enter into voting trusts and consent to limitations on the right to vote.

(4) Financial Institutions. To take any actions in connection with any financial institution in which I have an account or an interest in an account when this Power is executed, or in which I later acquire an account or an interest in an account, including the power to continue, modify, or terminate existing accounts; create or terminate "joint tenancy" or "pay on death" accounts; open new accounts; withdraw funds; draw, endorse, and deposit checks, drafts and other negotiable instruments (including, but not limited to, Social Security, government and insurance checks made payable to me); apply for and receive credit cards and use and/or terminate existing credit cards in my name; prepare financial statements; borrow money; and, execute or release any security documents that may be needed in the exercise of the rights granted by this Power of Attorney, as well as the authority to conduct banking transactions as set forth in the laws of any State or foreign country. For the purposes of this paragraph, the term "financial institution" includes, but is not limited to, banks, trust companies, savings banks, commercial banks, building and loan associations, savings and loan companies or associations, credit unions, industrial loan companies, thrift companies and/or brokerage firms.

(5) Safe Deposit Boxes. To hire a safe deposit box or space in a vault; to have access at any time or times to any safe deposit box rented to me, wherever located, and to remove all or any part of the contents thereof, and to surrender or relinquish any safe deposit box. Any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

(6) Insurance and Annuities. To take any actions with respect to any insurance or annuity contracts in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire additional insurance coverage of any type or additional annuities; continue existing insurance or annuity contracts; agree to

(9) Retirement Plans and Benefits. In connection with any pension, profit sharing or stock bonus plan, a plan (of whatever type) qualified under Code §401, or an individual retirement arrangement under Code §408, or a Roth IRA under Code §408A, or a tax-sheltered annuity under Code §403, or a deferred compensation plan under Code §457, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is referred to in this document as a “Plan” or “such Plan”), my Agent shall have the following powers, in addition to all other applicable powers granted by this document:

- (a) To establish one or more Plans in my name;
- (b) To make contributions (including “rollover” contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf;
- (c) To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any existing trust for my benefit or a trust created by my Agent for my benefit;
- (d) To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, to make, exercise, waive or consent to any and all elections and/or options that I may have regarding contributions to, investments or administration of, distribution from, or benefits under, such Plan; and,
- (e) To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of my death, and to change any such prior designation of beneficiary made by me or by my Agent, subject to the following limitation: my Agent shall have no power to designate my Agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my Agent would have otherwise received, unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change; the preceding limitation shall not apply to any designation of my Agent as beneficiary in a fiduciary capacity, with no beneficial interest.

(10) Claims and Litigation. To take any actions with respect to any claim that I may have or that has been asserted against me and with respect to any legal proceeding in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to institute, prosecute, and defend legal proceedings and claims on my behalf; file actions to determine adverse claims, seek preliminary, provisional, or intermediate relief on my behalf; apply for the enforcement or satisfaction of judgments that have been rendered in my favor; participate fully in the development of claims and proceedings; submit any dispute in which I have an interest to arbitration; submit and accept settlement offers and participate in settlement negotiations; handle all procedural aspects, such as service of process, filing of appeals, stipulations, verifications, waivers, and all other matters in any way affecting the process of any claim or litigation; and, satisfy judgments that have been rendered against me.

(11) Tax Matters. For any tax year for which the statute of limitations has not run and to the tax year in which this durable Power of Attorney was executed and any subsequent tax year, to prepare and file any and all documents and take all actions that are necessary or that my Agent believes to be desirable with respect to my local, state, or federal tax liability, including the power to participate in audits; exercise my rights to protest and appeal assessments; pay amounts due to the appropriate taxing authority; execute waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code §2032A, or any successor section thereto), closing agreements, and similar documents related to my tax liability and to execute any Power of Attorney designation on forms required by the Internal Revenue Service or any state department of revenue or taxation for all open tax years; participate in all procedural matters connected with my tax liability; and, exercise any elections that may be available to me under applicable state or federal tax laws or regulations.

(12) Personal and Family Maintenance. To conduct my personal affairs and to discharge any and all obligations I may owe to myself and to family members and other third persons who are customarily or legally entitled to my support when this Power is executed, or that are undertaken thereafter, including the power to take steps to ensure that my customary standard of living is maintained; continue existing charge accounts, open new charge accounts, and make payments thereon; provide for transportation; maintain correspondence; prepare, maintain, and preserve personal records and documents; and, maintain membership in any social, religious, or professional organization and make contributions thereto.

(13) Governmental Benefits. All powers described in this paragraph are exercisable equally with respect to benefits from Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service, existing when this Power is executed or accruing thereafter, whether existing or accruing in the state or elsewhere. My Agent is appointed as my "Representative Payee" for the purpose of receiving Social Security benefits and may collect all benefits to or for my benefit by any governmental agency or body, such as Supplemental Security Income (SSI), Medicaid, Medicare and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency and shall have the full power to sign, execute, deliver, process and acknowledge applications, documents, checks and such other instruments in writing, of every kind and nature, as may be necessary or proper to obtain and receive any benefits to which I or any of my dependents may be entitled through any governmental agency and to communicate on my behalf with any governmental agency from whom I am receiving or from whom I may be eligible to receive benefits.

(14) Resignation from Fiduciary Positions. To resign from any fiduciary position to which I have been or may be in the future named, appointed, nominated or elected, including by way of illustration, but not of restriction, the positions of executor, administrator, personal representative, trustee, attorney-in-fact, guardian, director or officer of a corporation, and to take whatever steps are necessary to accomplish such

resignation, for example, by rendering an accounting or appearing in court to receive approval for such action, as appropriate.

(15) Planning. In addition to the above, if my Agent, in my Agent's sole discretion, has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my Agent shall have the power: (i) to take any and all steps necessary, in my Agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (ii) to transfer with or without consideration my assets to the beneficiaries of the trust agreement hereinabove referenced, including my Agent; and (iii) to enter into a personal services contract for my benefit, including entering into such contract with my Agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid and Veterans benefits.

Notwithstanding any other provision of this Durable Power of Attorney, any gifts or transfers made under this subparagraph shall not be limited by the annual exclusion amount under Internal Revenue Code §2503(b), as amended. All transfers shall be made keeping in mind: (i) the resources, both public and private, available for my care after the making of such transfers; and (ii) the objective of preserving the largest possible amount of my estate for my beneficiaries should I die, become incapacitated or require long term care services. Transfers made pursuant to this subparagraph shall be deemed to have been made "in my best interest" if they are made in the context of estate planning, financial planning, Medicaid planning, long term care planning and/or asset preservation planning pursuant to the recommendations of an attorney-at-law experienced in such matters.

Initials of Principal

(16) Transfer to Trust. To transfer and convey to the Trustee or co-Trustees of the trust agreement hereinabove referenced any or all assets now or at any time or times hereafter standing in my name or representing my interest in assets owned jointly, commonly, or otherwise with any other person or persons, including, without limitation, real estate, ownership rights in insurance policies of all kinds, cash, checks (particularly government and insurance checks), stocks, bonds, securities, and properties of all kinds; and pursuant to such purpose to terminate savings, checking, safekeeping, agency, investment advisory, and custody accounts in my name, alone or with others, at any bank or broker, by directing that all or any part of the balance therein, including all cash, stocks, bonds, and other securities and property, subject to any indebtedness secured thereby, be transferred and delivered to said Trustee or co-Trustees. My Agent may serve as the Trustee of the trust.

(17) Create an Irrevocable Trust. To create an irrevocable trust on my behalf wherein the beneficial interests at my death shall be the same as the dispositive provisions in the trust agreement hereinabove referenced in effect on the date such irrevocable trust is

created, to name the Trustees and successor Trustees, and to fund such irrevocable trust with all or any assets of mine or other interests in property which are capable of being held in said irrevocable trust, including those assets which may then be held in the revocable trust agreement hereinabove referenced. This authority includes the power to create and fund an irrevocable trust which may qualify me for Medicaid. My Agent may serve as the Trustee of such irrevocable trust. My Agent shall have the power to exercise whatever trust powers or elections which I may exercise.

2.B. General Grant of Powers. It is my intention by the granting of the foregoing powers to give my Agent the broadest possible powers to represent my interests and my estate in all aspects of any transactions or dealings involving me or my property. The only powers which my Agent pursuant to this Power shall not exercise with respect to me and my property are as follows:

- (1) To use my assets to satisfy any legal obligations of my Agent, including but not limited to the support of any dependents of my Agent; provided, however, that such dependents shall not include myself or those persons whom I am otherwise legally obligated to support;
- (2) To exercise any powers granted to the trustee pursuant to an irrevocable trust agreement of which my Agent is the Trustor and I am the trustee;
- (3) To deal with foreign bank and financial accounts unless my Agent has expressly accepted authority over such foreign account(s) to which my Agent seeks to exercise these powers;
- (4) To exercise any incidents of ownership over any policy or policies of life insurance insuring the life of my Agent and of which I am the owner; and,
- (5) To make health care decisions.

Subject only to the limitations and prohibitions set forth in the preceding paragraph, and excepting those actions that conflict with or are limited by another provision in this Power, 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 in this Power, to the extent that a principal can act through an agent.

2.C. Incidental Powers. In connection with the exercise of any of the powers described in the preceding paragraphs, I give my Agent full authority, to the extent that a principal can act through an agent, to take all actions that my Agent believes necessary, proper, or convenient, to the extent that I could take such actions myself, including the power to prepare, execute, and file all documents and maintain records; enter into contracts; hire, discharge, and pay reasonable compensation to attorneys, accountants, expert witnesses, or other assistants; execute, acknowledge, seal, and deliver any instrument.

2.D. Inspection and Disclosure of Information Relating to My Physical or Mental Health. My agent has the power and authority to request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy,

or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. This authority given my agent shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my agent shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

III. AMPLIFYING PROVISIONS

3.A. **Reimbursement for Costs and Expenses.** My Agent shall be entitled to reimbursement from my property for expenditures properly made in the execution of the powers conferred by me in this Power. My Agent shall keep records of any such expenditures and reimbursement.

3.B. **No Compensation.** My Agent shall not be entitled to compensation for the services rendered in the execution of any of the powers conferred by me in this Power.

3.C. **Reliance by Third Parties.** To induce third parties to rely upon the provisions of this Power, 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 herein. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third party who acts in reliance upon this Power for damages or liability incurred as a result of that reliance. My Agent is authorized, at the expense of my estate, to seek interpretation and/or enforcement of any power granted to my Agent under this document from a court of competent jurisdiction. My Agent may seek any appropriate legal remedy including, but not limited to, declaratory judgments, temporary or permanent injunctions, and actual or punitive damages against any person or entity who unreasonably, negligently or willfully fails or refuses to follow my Agent's instructions with respect to a power granted to my Agent under this document.

3.D. **Ratification.** I ratify and confirm all that my Agent does or causes to be done under the authority granted in this Power. All instruments of any sort entered into in any manner by my Agent shall bind me, my estate, my heirs, successors, and assigns.

3.E. **Exculpation.** My Agent shall not be liable to me or any of my successors in interest for any action taken or not taken in good faith but shall be liable for the breach of a duty committed dishonestly, with improper motive, or with reckless indifference to the purposes of this Power or my best interests.

3.F. **Revocation and Amendment.** I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys in fact in place of the Agent herein named. Amendments to this document shall be made in writing by me personally (not by my Agent) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

IV. GENERAL PROVISIONS

4.A. Nomination of Guardian. If proceedings are initiated for the appointment of a guardian of my estate, I hereby nominate my Agent as such guardian and who shall serve without bond being required.

4.B. Photocopies. Persons dealing with my Agent may rely fully on a photocopy of this Power.

4.C. Severability. If any of the provisions of this Power are found to be invalid for any reason, such invalidity shall not affect any of the other provisions of this Power, and all invalid provisions shall be wholly disregarded.

4.D. Governing Law. All questions pertaining to validity, interpretation, and administration of this Power shall be determined in accordance with the laws of the State of Oregon.

4.E. Understanding of Document. I understand that this Power is an important legal document: (1) this document provides my Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property; (2) the powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this Power or revoke this Power, and they will continue to exist notwithstanding my subsequent disability or incapacity; and (3) I have the right to revoke or terminate this Power at any time.

Executed on August 29, 2024, in Klamath County, Oregon.

HELEN FRITZ

133 Eulalona Ct
Klamath Falls, Oregon 97601

STATE OF OREGON

)

) ss.

COUNTY OF KLAMATH

)

The foregoing instrument was acknowledged before me on this 29th day of August, 2024, by HELEN FRITZ.

NOTARY PUBLIC

