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<b>File No.:</b>	1282209
<b>Recording Requested By:</b>	
Stewart Title Company	
<b>When Recorded Mail To:</b>	
Sabina Einman	
PO BOX 764	
South Bend, WA 98586	

EUREKA COUNTY, NV	<b>2021-246243</b>
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\$37.00 Pgs=8	08/24/2021 04:25 PM
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(for recorders use only)

**Fiduciary and Health Care Decision Durable Power of Attorney**  
**(Title of Document)**

**Please complete Affirmation Statement below:**

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

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: \_\_\_\_\_

(State specific law)



08/24/2021

Signature

Title

Kylie McQueen  
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1 - 2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

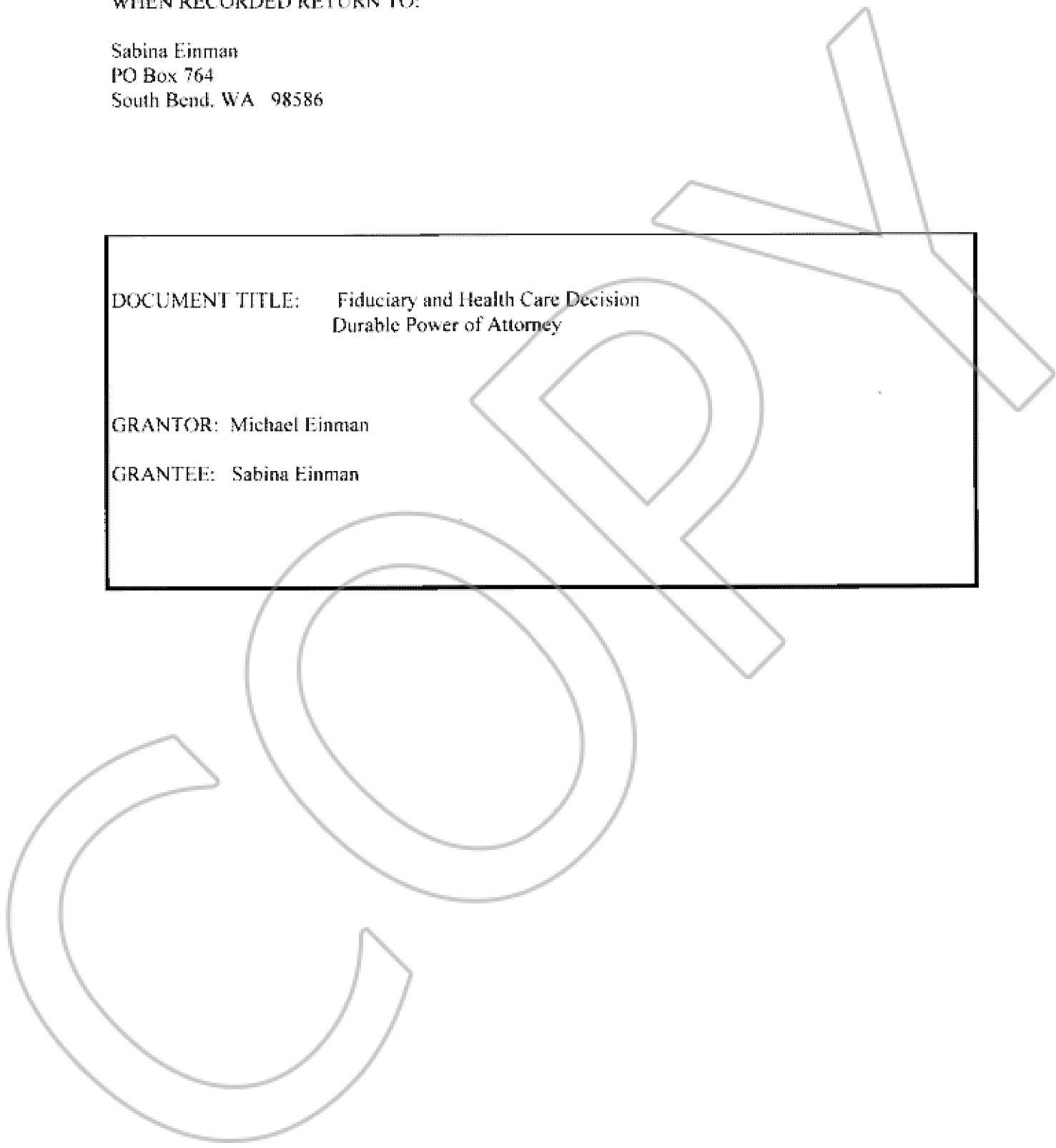
WHEN RECORDED RETURN TO:

Sabina Einman  
PO Box 764  
South Bend, WA 98586

DOCUMENT TITLE: Fiduciary and Health Care Decision  
Durable Power of Attorney

GRANTOR: Michael Einman

GRANTEE: Sabina Einman



Sabina L. Einman  
P.O. Box 764  
South Bend, WA 98586

RETURN TO:

FIDUCIARY AND HEALTH CARE DECISION  
DURABLE POWER OF ATTORNEY

1. Designations. THE UNDERSIGNED INDIVIDUAL, MICHAEL EINMAN, domiciled and residing in the State of Washington, as authorized by Chapter 11.94 RCW, hereby designates SABINA EINMAN, to serve as attorney-in-fact for the Principal as defined in RCW 11.94. In the event SABINA EINMAN is unable or unwilling to so act, then EILEEN AMELIA (EINMAN) TIBBITS, is designated as alternate attorney-in-fact as defined pursuant to RCW 11.94.

2. Effectiveness. This power of attorney shall become effective immediately and not be affected by the disability or incompetence of the Principal. Disability/incompetence shall include the inability to manage Principal's property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, or disappearance.

3. Powers. The attorney-in-fact shall have all powers of absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Washington. These powers shall include, without limitation, the power and authority specified below.

3.1. Real Property. The attorney-in-fact shall have the authority to purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.

3.2. Personal Property. The attorney-in-fact shall have authority to purchase, receive, take possession of, lease sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.

3.3. Financial Accounts. The attorney-in-fact shall have the authority to deal with accounts maintained by or on behalf of the Principal with institutions (including without limitation, banks, savings and loan associations, credit unions and securities dealers). This shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts, and to make deposits, transfers, and withdrawals with respect to all such accounts.



However, the attorney-in-fact shall not have the authority to create or change the party previously designated to receive a bank account, certificate of deposit, or other similar instrument upon the death of the Principal. When closing an account and opening another with the same asset, the attorney-in-fact shall re-establish the party previously designated to receive the account upon the death of the Principal.

3.4. United States Treasury Bonds. The attorney-in-fact shall have the authority to purchase United States Treasury Bonds which may be redeemed at par in payment of federal estate tax.

3.5. Monies Due. The attorney-in-fact shall have the authority to request, demand, recover, collect, endorse and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.

3.6. Claims Against Principal. The attorney-in-fact shall have the authority to pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal, and in so doing, use any of the Principal's funds or other assets, or use funds or other assets of the attorney-in-fact and obtain reimbursement out of the Principal's funds or other assets.

3.7. Legal Proceedings. The attorney-in-fact shall have the authority to participate in any legal action in the name of the Principal or otherwise. This shall include (a) actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceedings for equitable or injunctive relief and (b) legal proceedings in connection with the authority granted in this instrument.

3.8. Written Instruments. The attorney-in-fact shall have the power and authority to sign, seal, execute, deliver and acknowledge all written instruments; to prepare and arrange for the preparation of and to file all tax returns and to pay all taxes required by law, including federal and state returns from this date forward and to file all claims for refund or other documents relating thereto; and to do and perform each and every act and thing whatsoever which may be necessary or proper in the exercise of the powers and authority granted to the attorney-in-fact as fully as the Principal could do if personally present.

3.9. Safe Deposit Box. The attorney-in-fact shall have the authority to enter any safe deposit box in which the Principal has a right of access.

3.10. Transfers to Trust. The attorney-in-fact shall have the authority to transfer assets of all kinds to the trustee of any trust which is for the sole benefit of the Principal and which terminates at the Principal's death with the property distributable to the personal representative of the Principal's estate or which does not have dispositive provisions which are different from those which would have governed the property had it not been transferred into the trust.

3.11. Disclaimer. The attorney-in-fact shall have the authority to disclaim any interest, as defined in RCW 11.86, in any property to which the Principal would otherwise

succeed and to decline to act or resign if appointed or serving as an officer, director, executor, trustee or other fiduciary.

3.12. Gifts. The attorney-in-fact shall have the authority to make gifts to any person, including himself or herself, of any of the Principal's assets as he or she may determine, in his or her sole discretion, to be appropriate; such transfers shall not deplete the assets needed to adequately provide for the Principal's care and support, and shall be in accordance with the Principal's existing pattern of giving and shall not exceed the annual exclusion amount set by the Internal Revenue Service.

3.13. Transfers. The attorney-in-fact shall have the power to revoke any existing community property agreement and/or to transfer assets should that be necessary to enable the Principal to qualify for medical assistance or to better utilize estate tax planning strategies.

3.14. Nomination of Guardian. If protective proceedings for my person or estate are ever commenced, I nominate my attorney-in-fact as guardian of my person and as guardian of my estate.

3.15. Health Care Decisions. The attorney-in-fact shall have the power and authority described below relating to matters involving my health and medical care.

Employ and Discharge Others. I authorize my attorney-in-fact to employ and discharge physicians, psychiatrists, dentists, nurses, therapists and other professionals as my attorney-in-fact may deem necessary for my physical, mental and emotional well-being, and to pay them, or any of them, reasonable compensation for services rendered.

Consent or Refuse Consent to My Medical Care. I authorize my attorney-in-fact to give or withhold consent to my medical care, surgery or other medical procedures or tests; arrange for my hospitalization, convalescent care or home care which my attorney-in-fact or I may have previously allowed or consented which may have been implied due to emergency conditions. I ask my attorney-in-fact to be guided in making such decisions by what I have told my attorney-in-fact about my personal preferences regarding such care. Based on those same preferences, my attorney-in-fact may also summon paramedics or other emergency medical personnel and seek emergency treatment for me, or choose not to do so, as my attorney-in-fact deems appropriate, given my wishes and my medical status at the time of the decision. My attorney-in-fact is authorized when dealing with hospitals and physicians to sign documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by the hospitals or physicians to implement my wishes regarding medical treatment or nontreatment.

Consent or Refuse Consent to My Psychiatric Care. Upon the execution of a certificate by two (2) independent psychiatrists who have examined me, who are licensed to practice in the state of my residence and in whose opinions I am in immediate need of hospitalization because of mental disorders, alcoholism or drug abuse, I authorize my attorney-in-fact to arrange for my voluntary admission to an appropriate hospital or institution for treatment of the diagnosed problem or disorder; to arrange for private psychiatric and



psychological treatment for me; to refuse consent for any such hospitalization, institutionalization and private psychiatric and psychological care, and to revoke, modify, withdraw or change consent to such hospitalization, institutionalization and private treatment which my attorney-in-fact or I may have given at an earlier time.

Refuse My Life-Prolonging Procedures. I authorize my attorney-in-fact to request that aggressive medical therapy not be instituted or be discontinued, including (but not limited to) cardiopulmonary resuscitation, the implantation of a cardiac pacemaker, renal dialysis, parenteral feeding, the use of respirators or ventilators, blood transfusions, nasogastric tube use, intravenous feedings, endotracheal tube use, antibiotic and organ transplants. My attorney-in-fact should try to discuss the specifics of any such decision with me if I am able to communicate with my attorney-in-fact in any manner, even by blinking my eyes. If I am unconscious, comatose, senile or otherwise unreachable by such communication, my attorney-in-fact should make the decision guided primarily by any preferences which I may have previously expressed and secondarily, by the information given by the physicians treating me as to my medical diagnosis and prognosis. It is my intent and desire that my attorney-in-fact honor any Health Care Directive or statement of similar nature and purpose to which I have signed. The attorney-in-fact appointed hereunder, shall have the authority to make the final decision if at any time a conflict arises between any Health Care Directive or statement of similar nature and purpose which I have signed and this Medical Power of Attorney. My attorney-in-fact may specifically request and concur with the writing of a "**no code**" (DO NOT RESUSCITATE) order by the attending or treating physician.

Provide Me Relief from Pain. I authorize my attorney-in-fact to consent to and arrange for the administration of pain-relieving drugs of any type or other surgical or medical procedures calculated to relieve my pain even though their use may lead to permanent physical damage, addiction or even hasten the moment of (but not intentionally cause) my death. My attorney-in-fact may also consent to and arrange for unconventional pain-relief therapies such as biofeedback, guided imagery, relaxation therapies, acupuncture or cutaneous stimulation and other therapies which my attorney-in-fact or I believe may be helpful to me.

Obtain Access to Medical Records and Other Personal Information. I authorize my attorney-in-fact:

a. To request, receive and review any information, verbal or written, regarding my personal affairs or my personal or mental health, including medical and hospital records. My attorney-in-fact is to be treated as my personal representative for purposes of HIPPA and 45 C.F.R. §164. My attorney-in-fact is authorized to receive and shall have the right to authorize the disclosure and use of my protected healthcare/medical records for all purposes. I require that all health care providers and health care personnel treat my attorney-in-fact as I would be treated if such providers or personnel were dealing with me directly. This authority terminates on my death unless earlier revoked in writing.

b. To execute any releases or other documents that may be required in order to obtain such information.

c. To disclose such information to such persons, organizations, firms or corporations as my attorney-in-fact deems appropriate.

Residence. I authorize my attorney-in-fact to make all necessary arrangements for me at any hospital, hospice, nursing home, convalescent center or similar facility and to assure that provision is made for all of my needs. In this connection, my attorney-in-fact should bear in mind my strong preference to remain in my residence so long as possible.

Arrangements Upon Death. Unless specific instructions for my burial or cremation are otherwise provided by me in a separate writing, I authorize my attorney-in-fact to make such arrangements as my attorney-in-fact believes are in accordance with my wishes for funeral and memorial services and for the disposition of my remains. It is my intention that this authorization constitute my written direction under RCW 68.50.160, as amended, allowing my attorney-in-fact named herein to make decisions, before and after my death, regarding (1) direction of the disposition of my remains following my death, (2) disposition under the Uniform Anatomical Gift Act, pursuant to RCW 68.50.520 through .630, and RCW 68.50.901 through .903, as amended, (3) authorization of an autopsy, pursuant to RCW 68.50.101, as amended, and (4) my funeral services and burial or cremation. My attorney-in-fact named herein has a duty to act consistent with my desires as expressed by me during my lifetime, and if my desires are unknown, to act in my best interests. The authority of my attorney-in-fact pursuant to this written direction shall not terminate upon my death. However, revocation of this power of attorney by me during my lifetime shall also effectively revoke the directions made under this paragraph pursuant to those statutes listed.

Sign Documents. My attorney-in-fact shall have the authority to sign on my behalf any documents necessary to carry out the authorizations described, including any waivers or releases of liability required by any health care provider; to give or withhold consent for my medical care or treatment and to arrange for my placement in or removal from any hospital, convalescent center, hospice, or other medical facility.

4. Limitations on Powers. Notwithstanding the foregoing, the attorney-in-fact shall not have the authority to make, amend, alter, revoke or change any life insurance policy, employee benefit, or testamentary disposition of the Principal's property or to exercise any power of appointment. The attorney-in-fact shall not have the authority to create or change the party previously designated to receive a bank account, certificate of deposit, or other similar instrument upon the death of the Principal. When closing an account and opening another with the same asset, the attorney-in-fact shall re-establish any party previously designated to receive the account upon the death of the Principal. This limitation shall not affect the authority of the attorney-in-fact to open or close accounts or disclaim an interest.

5. Termination. This power of attorney may be terminated by:

(a) the Principal, by written notice to the attorney-in-fact and, if this power of attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the power was recorded;

- (b) a Guardian of the estate of the Principal after court approval of such revocation;
- (c) the death of the Principal upon actual knowledge or receipt of written notice by the attorney-in-fact; or
- (d) automatically by the filing of a petition, complaint, or other pleading for separation or dissolution of marriage by either the Principal or attorney-in-fact, if the Principal and attorney-in-fact are married to each other.

6. Accounting. Upon request of the Principal or the Guardian of the estate of the Principal or personal representative of the Principal's estate, the attorney-in-fact shall account for all actions taken by the attorney-in-fact for or on behalf of the Principal.

7. Reliance. Any person acting without negligence and in good faith in reasonable reliance on this power of attorney shall not incur any liability thereby. Any actions so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs and personal representatives of the Principal.


8. Indemnity. The estate of the Principal shall hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the Principal.

9. Applicable Law. The laws of the State of Washington shall govern this power of attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27 day of December, 2019

  
MICHAEL EINMAN, Principal

SUBSCRIBED AND SWORN to before me this 27 day of December, 2019

  
Notary Public in and for the State of Washington  
Residing at 30th Street, WA  
My appointment expires: 7/1/2020

