



PWRA 2009056371



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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
6/2/2009 13:54:30.33



2009056371

**AFFIDAVIT**

STATE OF Utah )  
 ) ss.  
COUNTY OF Salt Lake )

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

The undersigned being first duly sworn on oath deposes and states as follows:

1. I am the attorney in fact for Ralph Randy Moffat (hereinafter Principal) under that certain Power of Attorney executed August 3, 2007, a copy of which is attached hereto marked as Exhibit A.
2. The Principal is alive.
3. My powers under the Power of Attorney have not been amended or revoked.
4. I have not resigned as Attorney in Fact.

FURTHER AFFIANT SAYETH NOT.

Dated: 1st day of June, 2009

  
\_\_\_\_\_  
AS AGENT AND POWER OF ATTORNEY FOR RALPH MOFFATT

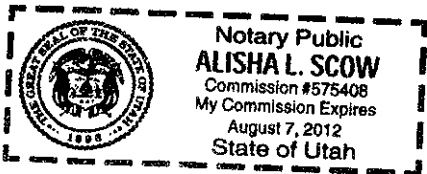
L.S. McCullough, II, Attorney In Fact

SUBSCRIBED and SWORN to this June 1, 2009.

(SEAL)

  
\_\_\_\_\_

Notary Public  
My Commission Expires:  
8/7/2012



35

## EXHIBIT A

### Parcel 1:

**Lot 1, Pierson's Subdivision Replat 2, an Addition to the City of Omaha, in Douglas County, Nebraska, EXCEPT that part conveyed to the City of Omaha by Warranty Deed filed March 2, 2002 in Book 2204 at Page 221 described as follows: Beginning at the Southwest corner of said Lot 1; thence Easterly along the Southerly line of said Lot 1, a distance of 327.70 feet; thence Northerly along the Easterly line of said Lot 1, a distance of 3.0 feet; thence Westerly, along a line 3.0 feet Northerly of, perpendicular measurement and parallel to, the Southerly line of said Lot 1, a distance of 306.7 feet; thence Northwesterly a distance of 35.1 feet to a point on the Westerly line of said Lot 1; thence Southerly, along the Easterly line of said Lot 1, a distance of 31.0 feet to the point of beginning.**

### Parcel 2:

**Non-exclusive easements as contained in that certain Roadway and Parking Easement and Covenants Agreement filed January 18, 1980 in Book 627 at Page 622, Miscellaneous Records, Douglas County, Nebraska.**

### Parcel 3:

**Non-exclusive easements as contained in that certain Roadway and Parking Easement and Covenants Agreement filed January 18, 1980 in Book 627 at Page 633, Miscellaneous Records, Douglas County, Nebraska.**

**POWER OF ATTORNEY  
AND NOMINATION OF CONSERVATOR**

**KNOW ALL MEN BY THESE PRESENTS**, that Ralph Randy Moffat (hereinafter referred to as "Principal") has made, constituted and appointed, and by these presents does make, constitute and appoint L. S. McCullough, II (hereinafter referred to as "Agent") as the true and lawful attorney for Principal, without substitution, and in the name, place and stead of Principal.

If my Agent ceases to act as my attorney due to his death, disability or resignation, then I reserve to myself the right to appoint a successor attorney-in-fact and Agent, so long as I have the legal capacity to do so.

This Power is given to enable the Agent to hold and administer all of the assets of the Principal, both real estate and personal property, and this Power includes the right to perform all of the following functions: to form corporations; to reorganize corporations of which Principal is a stockholder; to purchase life or health insurance without the necessity of seeking court approval; to allow the Agent to make tax-free gifts of the Principal's assets; to authorize the Agent to disclaim property interests to which the Principal may be entitled; to fund revocable trusts of which the Principal is trustor or settlor; to buy and sell and transfer real estate and securities; and to do all other acts which the Agent deems to be in the interest of the Principal including but not limited to the following:

1. The Agent is specifically given the power to perform all of the tasks which the Principal would perform for and on behalf of the Principal.

2. Agent is specifically given the power to manage the financial affairs of the Principal, including managing real estate, personal property, collecting income, selling of assets required to meet additional expenses of the Principal, and reinvesting proceeds received from investments.

3. Agent is specifically authorized to establish accounts of all kinds with any financial institution, including, but not limited to, banks, credit unions and brokerage firms; to make deposits to and to make withdrawals from all new or existing accounts in the name of the Principal or with respect to which Principal holds the right to withdraw assets (excluding accounts over which the Principal acts as an agent or fiduciary for a

third party); to execute and deliver any instruments or checks with respect to such new or existing accounts; to add or delete names from such new or existing accounts; and to contract for any services rendered by any financial institution.

4. Agent is authorized to act as my representative payee for any Social Security benefits, including Supplemental Security Income, that I may be eligible for; to have access to my Social Security Administration account and records; to apply for any and all benefits available from the Social Security Administration and all other government agencies, whether state or Federal, and any branch of the U.S. military to which I or any of my minor children may be entitled; and to negotiate and compromise any claim against the United States of America or any agency thereof, including but not limited to the Social Security Administration, that I or any of my minor children may have.

5. Agent is specifically given the power to pay bills and other obligations of Principal and to pay those bills on a current basis. Agent is given authority to borrow money in order to meet obligations rather than liquidate assets at depressed prices. Agent is specifically given the power to borrow from banks and insurance companies.

6. Agent is specifically given authority to continue any business which the Principal may own and to use all assets which may be necessary to fulfill this decision, even those assets not previously committed to the business.

7. Agent is specifically given authority to create trusts to manage Principal's significant security holdings requiring professional management if the Agent believes this to be important. Agent is authorized to transfer securities to the trustee for continued management in the trust. Agent is further given authority to withdraw assets from the trust to meet the needs of the Principal. In addition, Agent is given the authority to transfer assets from the Principal's name to any revocable living trust that Principal may have established during Principal's life.

8. Agent is specifically given authority to commence or continue any litigation for and on behalf of Principal. Agent is specifically given the power to prosecute or defend claims, including the right to settle matters and grant releases. Agent is specifically given the authority to employ or discharge attorneys and to make binding arrangements on behalf of Principal.

9. Agent is specifically given the authority to file tax returns and handle all other matters related to the Principal's taxes, including handling tax disputes with the Internal Revenue Service. Agent is given specific authority to represent the Principal in tax matters including the right to sign Internal Revenue Service Power of Attorney, Form 2848.

10. Agent is specifically given the authority to make gifts, grants or other transfers without consideration either outright or in trust, to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto, and to pay any gift tax that may arise by reason of such gift; provided, however, that my agent shall not make any gifts constituting a future interest within the meaning of Section 2503(b) and any successor sections thereto of the Internal Revenue Code and shall not make gifts in excess of the annual gift tax exclusion, pursuant to Section 2503(b) in any calendar year to any one person unless my spouse has agreed to consent to "gift splitting" under Section 2513 of the Internal Revenue Code and in that event such shall not exceed twice the annual gift tax exclusion, pursuant to Section 2503(b) in any calendar year. The authority granted pursuant to this Section shall remain in effect upon my disability, which shall be defined herein as the inability to manage my property and affairs effectively.

11. To transfer from time to time to the Trustee or Trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interest in property, including any rights to receive income from any source; and for this purpose to enter and remove from any safe deposit box of mine (whether the box is registered in my name alone or jointly with one or more other persons) any of my cash or property and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient.

12. To create, invest in and/or make capital contributions to existing or newly formed legal entities including but not limited to corporations, partnerships, limited liability companies, etc., for any lawful purpose, including but not limited to benefitting Principal or Principal's estate, minimizing taxes (income or estate), etc.

13. Agent is specifically given the authority to make an election under Part 2, Chapter 2 of Title 75 of Utah Code Annotated for an elective share of the surviving spouse.

The Principal exonerates the Agent from liability for all non-negligent acts of the Agent.

This Power of Attorney shall not be affected by disability of the Principal and is given pursuant to Utah Code Annotated § 75-5-501.

**GIVING AND GRANTING** unto said Agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done as fully to all intents and purposes as the Principal might or could do if personally present; hereby ratifying and confirming all that said Agent shall lawfully do or cause to be done by virtue of these presents.

**Nomination of Conservator**

I, being of sound mind and not acting under duress, fraud, or other undue influence, do hereby nominate my Agent pursuant to Utah Code Section 75-5-410(1) to serve as the conservator of my property in the event that after the date of this instrument I become incapacitated or have other need for protection.

**IN WITNESS WHEREOF**, the hand and seal of Principal has hereunto been affixed this 3 day of August, 2007.

Ralph Randy Moffat  
Ralph Randy Moffat, Principal

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

This Power of Attorney and Nomination of Conservator was subscribed, sworn to and acknowledged before me by Ralph Randy Moffat, the Principal, whose identity is known to me or proven on the basis of satisfactory evidence, this 3 day of August, 2007.

Teresa M. Robison  
NOTARY PUBLIC

