

**Scott Ferguson - Re: ACL COMPLAINT NO. R6T-2012-0030 DENNIS J. AND DEBORAH L. SUTTON**

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**From:** Lauri Kemper  
**To:** gillys@frontiernet.net  
**Date:** 5/15/2012 5:43 PM  
**Subject:** Re: ACL COMPLAINT NO. R6T-2012-0030 DENNIS J. AND DEBORAH L. SUTTON  
**CC:** Singer, Harold; Ferguson, Scott; Boyers, David; Niemeyer, Kim; Carroll, Ann; Curtis, Chuck; Scorable, Lisa

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Thank you for your email and the information provided. I will consult with our legal counsel on the best way to handle materials within our files. By way of this email, I request that Scott send you a copy of the materials requested.

You can be assured that your email will be placed in our files and become part of the record for this matter and we will add you to our mailing list for this matter.

Harold Singer is no longer our Executive Officer. The Lahontan Water Board's Executive Officer is Patty Kouyoumdjian.

Lauri Kemper

Lauri Kemper, P.E.  
Assistant Executive Officer  
Lahontan Regional Water Quality Control Board  
2501 Lake Tahoe Boulevard  
South Lake Tahoe, CA 96150

530-542-5436  
lkemper@waterboards.ca.gov

For more information regarding the Lahontan Water Board, please visit our website at <http://www.waterboards.ca.gov/lahontan/>

>>> John & Jamie Gilly 05/15/12 5:37 PM >>>  
Ms. Laurie Kemper and Mr. Harold Singer,

I am contacting you on behalf of my parents Dennis J and Deborah L Sutton in regards to their property located at 687-675 Catalpa Way in Susanville CA.

I am handling the matter in regards to the complaint involving the Spaulding Community Services District/ Lahontan Regional Water Quality Board due to my parents being disabled and it has come to my attention that you were erroneously contacted via e-mail by a Sally or James Rorie attempting to intervene on behalf of either my parents or Adyne Neuhardt/Neuhardt Family Trust on or around May 10, 2012.

These people have NO business whatsoever being involved in this matter and in fact have complicated the matter more than necessary. I have been in touch with Scott Ferguson with Lahontan Water Board and he is aware of the current situation and that I am the only person to be contacted or to make any decisions regarding this matter. The Rorie's have posed as "property owners" dating back to 2007 and even forged my parents signatures on documents involving the Spaulding CSD.

I respectfully request that the letter sent via e-mail to the Lahonton Water Board on or around May 10, 2012 be removed from this file along with any other documents you may have received from them and that Sally and/or James Rorie or Adyne Neuhardt have no information regarding this matter. As well, I request that a copy the the letter that was erroneously sent to you along with any and all other documents from these parties be forwarded to this email or to fax # 530-257-3059.

Please feel free to contact me at any time regarding this matter at 530-310-1850.

Sincerely,

Jamie L. Sutton-Gilly  
for Dennis J. and Deborah L Sutton

Lahontan Regional Water Quality Board  
2501 Lake Tahoe Blvd.  
South Tahoe, CA 96150  
ATTN: Scott Ferguson  
**VIA FACSIMILE 530-544-2271 and USPS**



Re: Sutton Spaulding Property - septic

May 18, 2012

Dear Mr. Ferguson,

Per our conversation on 5/16/2012, I am writing this letter to explain the issues that have been brought to my attention in the last few days. As we spoke about during our phone conversation, I (Jamie Sutton-Gilly, daughter of Dennis and Debbie Sutton) am now, and will be from this day forward, the contact regarding my parents' property located in Spaulding. The following is a short timeline of the events that have occurred and have rendered my father unable to take care of such property:

In 2007 - my father, Dennis J. Sutton, suffered a massive stroke. Due to this stroke he has short term memory loss, etc. and has been unable to care for himself, on his own.

In 2008 it was brought to our attention that James Rorie was posing as the property owner of such property mentioned above, located in Spaulding. At the time, James went to the Spaulding Sewer District, identified himself as my father, Dennis Sutton, and changed the contact information to his own. In order to do this he forged my mother, Debbie Sutton's, name and did the same on the application for the permit.

October of 2008 – The fees were paid to Spaulding CSD and a new contract was signed by my dad (Dennis Sutton). The actual owner's information was added again at that time. We also notified Spaulding CSD that James Rorie was not the owner of the property and was to have no involvement. That he was a guest that had permission to use the property for recreation.

In 2009 – A cease and desist order was received, in which a copy was given to the Rorie family and they were told "do not use the trailer" that sits on the property. Also, at this time we had contacted a contractor to do the work needed to hook the sewer up as required by the Spaulding CSD. Thinking that it was being taken care of and dealing with ongoing medical issues that my father was having, it was not on my mind much. We found out some time later that the "owner" (James Rorie, again posing as my father over the phone) had told him

File: Spaulding Tract - Sutton, APN 077-271-19-11

not to do the work and that he wasn't interested in connecting to the new sewage system.

There are times when, due to my dad's condition (post stroke), that he hides mail, at times doesn't understand what he is reading or get's nervous about what it says or is and will throw it away before I (as Power of Attorney) can see it. There are also times when mail has been intercepted by other members of the family that live at their address. This was the case with the latest correspondence and notice of hearing. I just happened to find it when down at my parents house checking on things.

With people posing as the owner, such as James Rorie, and having some of the documents delivered to his house, or mail being intercepted by other family members living there, we were under the impression that it had already been done. An example of the misrepresentation; in the last week since receiving the notice of hearing and fines, Mr. Rorie has been in touch with Spaulding CSD, for unknown reason. It has now been addressed and they have been advised that he was unauthorized and acting in bad faith when he forged signatures and cancelled construction that we had scheduled.

Upon receipt, I contacted IMPACT construction and scheduled the work to be completed in the next few weeks. We have, and always had, full intention of hooking up to the sewer system as required.

In conclusion, we ask that fines that have accrued over the past 4 years be waived due to Spaulding CSD's failure to verify the identity of the actual owner of the property and allowing Mr. Rorie to forge signatures and make decisions, on numerous occasions.

If you should have any further questions or concerns, please do not hesitate to contact me or Artis Rachel Redding (916-813-1305), whom I have authorized to speak in my absence or unavailability.

Sincerely,



Jamie Sutton-Gilly  
530-310-1850 Cell  
530-257-8581 Home

10/20/2008 14:29

530825326

SPALDING C S D

PAGE 02

Pg 1 of 2

SPALDING COMMUNITY SERVICES DISTRICT SEWER CONNECTION PERMIT APPLICATION

APPLICANT COMPLETES	Inspection Requests:	(530) 825-3258	ASSESSMENT NO:	470
	OWNER:	Sutton, Dennis & ETAL Deborah Z. JT	TELEPHONE NO:	257-5739
	SERVICE ADDRESS:	687-675 CATALPA - SUSANVILLE	PERMIT NO:	000568
	MAILING ADDRESS:	1085 Elm St Susanville CA - 96130	LICENSE NO:	
	CONTRACTOR:		TELEPHONE NO:	FEE: \$160.00

Assessor's Parcel # (APN#): 077-271-19 Type of Work: Tank  Lateral  Other

Existing Improvements: House  Septic  Well  None

Type of House: Site Built  Mobile  Manufactured Home  Bldg Site Designation #: 08-05607

**APPLICANT COMPLETES**

**EXPIRATION:** Every permit issued by the Utility District official under the provisions of the code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one year from the date of such permit, or at any time said work is suspended or abandoned for a period of one year. Work shall be considered "abandoned" or "not commenced" if the project has not had one of the inspections required in the most current edition of the California Building Code approved within any 12 month period. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half of the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew within on a permit which has expired in excess of one year, the permittee shall pay a new full permit fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may be commenced under the permit when the permittee is unable to commence or continue work within the one year period. The Official may extend the time for action by the permittee for a period not exceeding one year on written request by the applicant made prior to the expiration of the permit. No permit shall be extended more than once.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with, whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other State or Local Law regulating construction or the performance of construction.

We agree to save, indemnify, and keep harmless the Spalding Community Services District or its agents against liabilities, judgments, costs and expenses which may in any way accrue against said District.

Date: 10/20/08

Signature of Applicant: *Dennis Sutton*

**OWNER/CONTRACTOR COMPLETES**

I am a State Licensed Contractor, Lic. No. \_\_\_\_\_ Lic. Class \_\_\_\_\_  I am unlicensed and claim exemption from the Contractors Law for the following reason:

I, as owner of the property, or my employee with wages at their sole compensation, will do the work, and the structure is not intended or offered for sale.

I, as owner of the property, am exclusively contracting with licensed contractor to construct the project.

I am exempt under Section \_\_\_\_\_, B & P.C. for this reason: \_\_\_\_\_

Signature of Owner or Authorized Agent: *Dennis Sutton* Date: 10/20/08

**WORKMAN'S COMPENSATION POLICY/SELF-INSURER CERTIFICATE**

Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

WORK OF UNDER \$100,000 VALUATION IS EXEMPT FROM ABOVE

I hereby make application for permit to execute the work as outlined herein and described in accompanying plans, drawings and specifications which are made a part thereof. It is understood that this application is also made subject to all provisions of Federal, State and County Ordinances applicable thereto.

Called 9/9/09 Deb

DATE FAXED: 10/20/08 TIME Lassen County to Return to District within 5 days.

**LASSEN COUNTY PLANNING DIVISION**

"A BUILDING SITE DESIGNATION MUST BE COMPLETED AND RECORDED BEFORE A BUILDING PERMIT WILL BE ISSUED."

DEED REFERENCE: BOOK 0405 PAGE 641 YEAR \_\_\_\_\_ DOC# \_\_\_\_\_ INITIAL *TS*

ZONING R-1-D BUILDING SITE DESIGNATION # 2008-05607

INCREMENTAL SEPTIC TANK/SEWER AGREEMENT:

DATE REC'D 10-15-08 INITIAL *TS*

DATE: 10-21-08 SIGNATURE: *[Signature]*

Accepted by Lassen County: *[Signature]* Date: 10-21-08

Date Permit Issued: 9/9/09 Authorized District Official: *[Signature]*

# DEPARTMENT OF COMMUNITY DEVELOPMENT

- PLANNING
- BUILDING INSPECTION
- ECONOMIC DEVELOPMENT
- HOUSING AUTHORITY
- CODE ENFORCEMENT
- MINING

**ROBERT K. SORVAAG, Director**  
**JOSEPH J. BERTOTTI, Assistant Director**  
**STEVE FULLER, Building Official**  
 707 Nevada Street, Suite 5  
 Susanville, CA 96130-3912

## INCREMENTAL SEPTIC SYSTEM SERVICE AGREEMENT

☎ (530) 251-8289  
 Fac (530) 251-8373

Zoning & Building  
 Inspection Requests  
 ☎ (530) 257-LAND

The issuance of this septic tank/leachfield permit is intended to allow incremental development of the parcel identified below. This permit allows for the installation only. This system shall not be connected to any structure, mobile home, or recreational vehicle unless a separate permit has been issued by the Lassen County Building Division.

By signing this agreement, the owner and/or his/her agent acknowledges and understands that the unauthorized use of this incremental development system is a violation of Lassen County Code, Title 12, Chapter 12.24.040. Any such violation shall cause this and any additional permits issued to said property to be suspended or revoked and is subject to the penalties under the provisions of Lassen County Code Chapter 12.04.080.

Permission is hereby granted to install a septic tank/leachfield under the conditions of this agreement. This permit is not transferable from one owner to another.

Name of Owner of Record: Sutton, Dennis J / Estate Deborah L Jt  
 Mailing Address: 685 Elm St Susanville CA 96130  
 Job Site Address: CATALPA - SUSANVILLE, CA 96130  
 Building Permit Number: N/A  
 Assessor's Parcel Number: 077-271-19

### Intended Use of Septic System Service?

- To serve future residence  To serve future commercial/industrial use   
 Recreational Use  Other  \_\_\_\_\_

Reason why septic system service is needed at this time: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

15 OCT 2008  
 Date

Dennis J Sutton  
 Signature of Owner

# Spalding Community Service District Customer QuickReport

11:17 AM

05/16/2012

## All Transactions

Type	Date	Num	Memo	Amount
<b>Button, Dennis J/Deborah L (271-19)</b>				
Invoice	01/05/2009	Inv 1308	<i>Operation &amp; Maintenance</i>	75.00
Stmt Charge	02/08/2009	1308	VOID: Delinquency Charge 31-60 days 10%	0.00
Payment	02/20/2009	0000006633		82.50
Invoice	04/01/2009	1910	<i>O+M</i>	75.00
Stmt Charge	05/02/2009	1910	Delinquency Charge 31-60 days 10%	6.75
Stmt Charge	06/01/2009	470	Delinquency Charge Over 60 Days - 1/2 % Per Mo.	0.37
Stmt Charge	07/01/2009	1910	Delinquency Charge Over 90 days - 1/2 % per Mo.	0.37
Invoice	07/01/2009	2504	<i>O+M</i>	75.00
Payment	07/17/2009	2988		149.99
Invoice	07/19/2009	2576	<i>O+M</i>	150.00
Payment	07/20/2009	5501		75.00
Payment	07/20/2009	9284024		150.00
Invoice	10/01/2009	3109	<i>O+M</i>	75.00
Invoice	01/01/2010	3730		75.00
Stmt Charge	02/19/2010	3730STM	Delinquency Charge 31-60 days 10%	7.50
Invoice	04/01/2010	4337STM	<i>O+M</i>	75.00
Invoice	06/14/2010	FC 498	Finance Charge	7.60
Payment	05/24/2010	3185		157.50
Invoice	07/01/2010	4968STM	<i>O+M</i>	75.00
Payment	07/28/2010	3228		75.00
Invoice	10/01/2010	5578STM	<i>O+M</i>	75.00
Payment	10/11/2010	3268		82.50
Invoice	01/01/2011	1586	<i>O+M</i>	75.00
Payment	01/24/2011	1586		75.00
Invoice	04/01/2011	40533	<i>O+M</i>	75.00
Payment	04/08/2011	3388		75.00
Invoice	07/01/2011	05042543	<i>O+M</i>	75.00
Invoice	08/08/2011	FC 973	Finance Charge	7.50
Stmt Charge	10/01/2011		Operation & Maintenance for 3 months	75.00
Payment	10/14/2011	3508		167.50
Stmt Charge	01/04/2012		Operation & Maintenance for 3 months	75.00
Payment	01/23/2012	3668		150.00
Stmt Charge	04/01/2012		Operation & Maintenance for 3 months	75.00

### SPALDING COMMUNITY SERVICES DISTRICT SEWER CONNECTION PERMIT APPLICATION

# 470

APPLICANT COMPLETE

Inspection Requests: <u>No</u>	(830) 825-0004 8AM to 11AM Monday-Thur
OWNER: <u>Sutton Dennis J. ETAL + Deborah L. J</u>	
SERVICE ADDRESS: <u>685 Elm St Susanville CA</u>	
MAILING ADDRESS: <u>P.O. Box 625 Irons Valley CA</u>	
CONTRACTOR:	LICENSE NO:
MAILING ADDRESS:	TELEPHONE NO:

← Name changed / crossed out / corrected by Spalding CSD on 5/14/12

ASSESSMENT NO

PERMIT NO:

FEE: \$150.00

Assessor's Parcel # (APN): 077-271-19 Type of Work:  Tank  Lateral  Other

Existing Improvements:  House  Septic  Well  None

Type of House:  Site Built  Mobile  Manufactured Home Bldg Site Designation #: 08-05607

#### APPLICANT COMPLETES

EXPIRE  
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accrue  
against  
said  
District.

This document was in our records too. But, As you see there was never a Sewer Permit number assigned.

#### OWNER/CONTRACTOR COMPLETES

I am a State Licensed Contractor, Lic. No. \_\_\_\_\_ Lic. Class \_\_\_\_\_  I am subcontracted and claim exemption from the Contractors Law for the following reason: \_\_\_\_\_

I, as owner of the property, or my employee with wages as their sole compensation, will do the work, and the signature is not intended or offered for sale.

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project.

I am exempt under Section \_\_\_\_\_, B & P.C. for this reason: \_\_\_\_\_

Owner, contractor or authorized agent  
IN COMPLIANCE WITH SECTION 3804, LABOR CODE, STATE OF CALIFORNIA:

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workman's Compensation Laws of the State of California.

I am hereby filing a Certificate of Workman's Compensation Insurance, issued by an admitted insurer, or a Certificate of Consent to Self-insure, issued by the Director of Public Relations.

WORKMAN'S COMPENSATION POLICY/SELF-INSURANCE CERTIFICATE

Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
WORK OF UNDER \$100.00 VALUATION IS EXEMPT FROM ABOVE

I hereby apply application for permit to execute the work as outlined herein and described in accompanying plan, drawings and specifications which are made a part hereof and subject to all provisions of Federal, State and (

Signature of Owner or Authorized Agent: [Signature]

← Forged Signature

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ Lassen County to Return to District within 5 days.

**Office Use Only** FAXED SEP 8 0 2008 LASSEN COUNTY PLANNING DIVISION  
"A BUILDING SITE DESIGNATION MUST BE COMPLETED AND RECORDED BEFORE A BUILDING PERMIT WILL BE ISSUED."

DEED REFERENCE: BOOK 0405 PAGE 641 YEAR \_\_\_\_\_ DOC.# \_\_\_\_\_ INITIAL Z

ZONING R-1-D BUILDING SITE DESIGNATION # 2008-05607

INCREMENTAL SEPTIC TANK/SEWER AGREEMENT:

DATE REC'D \_\_\_\_\_ INITIAL \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

Accepted by Lassen County [Signature] Date 10-07-08

Permit Issued \_\_\_\_\_ Authorized District Official \_\_\_\_\_

mail off 3-19-08  
R.A.N.#

**Scott Ferguson - Spalding Tract-Sutton Property**

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**From:** Scott Ferguson  
**To:** gillys@frontiernet.net  
**Date:** 5/23/2012 3:24 PM  
**Subject:** Spalding Tract-Sutton Property  
**CC:** Boyers, David; Carroll, Ann; Curtis, Chuck; Kemper, Lauri; Kouyoumdjian, Patty; Scqralle, Lisa; Singer, Harold

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Ms. Gilly,

I am following up on your May 15, 2012 email to Ms. Lauri Kemper and Mr. Harold Singer. I have not been able to locate the email from either Sally or James Rorie that you state was sent on or around May 10, 2012. I am continuing to look for it. If and when the email at issue is located, I will send you a copy of the email and any attachments it may have. For your information, the Water Board is required to place such correspondence in its files; however, as Ms. Kemper stated in her May 15, 2012 email to you, your email will also be placed in the Water Board's files for the Spalding Tract Sutton property (APN 077-271-19-11). Water Board staff is also in receipt of your May 18, 2012 letter (received via facsimile May 18, 2012) and that too will be placed in the Water Board's files for the above-referenced property.

In your May 15, 2012 email and May 18, 2012 letter, you identify yourself as the person the Water Board is to correspond with regarding the above-referenced property and that you have Power of Attorney for your parents. Please submit documentation regarding your Power of Attorney status for your parents, Dennis and Debbie Sutton, and/or documentation from your parents that they have authorized you to be their contact regarding the above-referenced property.

Finally, Water Board staff needs a mailing address for you, in order to send you future correspondence regarding the Spalding Tract Sutton property and upcoming hearing at the Water Board's July 11-12, 2012 meeting.

Please contact me at (530) 542-5432 or email me at [Sferguson@waterboards.ca.gov](mailto:Sferguson@waterboards.ca.gov) if you have any questions regarding these matters. Thank you.

Scott C. Ferguson, P.E.  
Enforcement and Special Projects Unit  
Lahontan Regional Water Quality Control Board  
530-542-5432  
[Sferguson@waterboards.ca.gov](mailto:Sferguson@waterboards.ca.gov)

File: Spalding Tract - Sutton, APN 077-271-19-11

**Scott Ferguson - Fw: Permission to represent Spaulding Property - Sutton**

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**From:** John & Jamie Gilly <gillys@frontiernet.net>  
**To:** <Sferguson@waterboards.ca.gov>  
**Date:** 5/24/2012 8:01 AM  
**Subject:** Fw: Permission to represent Spaulding Property - Sutton

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Hi Scott,

Here is the letter I received from my Mother this morning. She is out of the area so she emailed it to me. I will be faxing the POA for my Dad this morning. Please give me a call on my Cell at 310-1850 when you receive so I know you have it.

Thank you for your help  
Jamie

----- Original Message -----

**From:** Debbie Sutton  
**To:** Jamie & John Gilly  
**Sent:** Thursday, May 24, 2012 5:16 AM  
**Subject:** Permission to represent

Attention Scott Ferguson and all involved in the Spaulding property action.

I Deborah L. Sutton, give my daughter, Jamie L. Gilly permission in my absences to give, receive and make decisions in the matter regarding the action of our Spaulding property.

As well, she has Power of Attorney on her Father, Dennis J. Sutton, in my absense and I give her permission to invoke those rights at this time.

If any further information is needed, please contact Jamie as we will not be back in the area until, June 3, 2012. If I need to be reached before this time, you can call my cell phone at (530) 310-5121.

Respectfully,

Deborah L. Sutton

File: Spaulding Tract - Sutton, APN 077-271-19-11

LAS ✓  
SCF ✓

To: Lahontan Water Board Fax: 544-2271

Date: 5.24.12 Time: 9:40am Attn: Scott Ferguson

Regarding: Sutton - Spaulding Claim or SS# \_\_\_\_\_

Reason: Here is a copy of the power of attorney and a copy of the email I forwarded to you earlier today. Please let me know if you need anything else.

Thank you! Jamie Sutton-Gilly

Sending a total of 18 pages, including this page

This facsimile transmission and/or the documents accompanying it may contain confidential information belonging to the sender which is protected by the physician/patient privilege. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking of any action in reliance to the contents of this information is strictly prohibited by law. If you have received this transmission in error, please immediately notify us by telephone to arrange for return of the documents. Thank You.

File: Spalding Tract - Sutton, APN 077-271-19-11

## **John & Jamie Gilly**

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**From:** "John & Jamie Gilly" <gillys@frontiernet.net>  
**To:** <Sferguson@waterboards.ca.gov>  
**Sent:** Thursday, May 24, 2012 8:00 AM  
**Subject:** Fw: Permission to represent Spaulding Property - Sutton

Hi Scott,

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Thank you for your help  
Jamie

— Original Message —

**From:**  
**To:**  
**Sent:** Thursday, May 24, 2012 5:16 AM  
**Subject:** Permission to represent

Attention Scott Ferguson and all involved in the Spaulding property action.

I Deborah L. Sutton, give my daughter, Jamie L. Gilly permission in my absences to give, receive and make decisions in the matter regarding the action of our Spaulding property.  
As well, she has Power of Attorney on her Father, Dennis J. Sutton, in my absense and I give her permission to invoke those rights at this time.

If any further information is needed, please contact Jamie as we will not be back in the area until, June 3, 2012. If I need to be reached before this time, you can call my cell phone at (530) 310-5121.

Respectfully,

Deborah L. Sutton

5/24/2012

RECORDING REQUESTED BY AND RETURN TO:

Deborah L. Sutton  
685 Elm St.  
Susanville, CA. 96130

OFFICIAL RECORDS  
Julie Bustamante, County  
Clerk-Recorder  
Lassen County, CA

**DURABLE POWER OF ATTORNEY OF  
DENNIS JAMES SUTTON**

**Introductory Provision.** I, DENNIS JAMES SUTTON, hereby appoint my wife, DEBORAH SUTTON, who resides within the County of Lassen, State of California, to serve as my Agent to exercise alone or jointly the powers and discretions set forth below.

**Alternate Agent.** In the event that DEBORAH SUTTON is unable or unwilling to act as my Agent, then JAMIE GILLY shall act with all rights and responsibilities given to my original Agent.

**Statement of Intent to Create Durable Power of Attorney Under State Statute.** By this instrument I intend to create a Durable Power of Attorney under California law.

**Delegation of All Powers Lawful to Delegate.** I herewith delegate to my Agent each and every power that I may lawfully delegate, subject only to those limitations specifically set forth in this instrument.

**ARTICLE I  
ASSET POWERS**

**Introduction.** My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

1. **Power to Sell.** To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed, including without being limited to

contingent and expectant interests, marital rights and any rights of survivorship incident to joint tenancy or tenancy by the entirety, on such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof; to make such disposition of the proceeds of such sale or sales, including expending such proceeds for my benefit, as my Agent shall deem appropriate

2. **Power to Buy.** To buy every kind of property, real, personal, intangible and/or mixed, on such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property; to buy United States Government bonds redeemable at par in payment of the federal estate tax imposed at my death; to borrow money for the purposes described herein and to secure such borrowings in such manner as my Agent shall deem appropriate; to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards; to repay from any funds belonging to me any money borrowed and to pay for any purchases made or cash advanced using credit cards issued to me.
3. **Power to Invest.** To invest and reinvest all or any part of my property in any property or interests, including undivided interests, in property, real, personal, intangible and/or mixed, wherever located, including without being limited to securities of all kinds, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell, including short sales, and terminate any investments whether made by me or my Agent; to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds; to establish, utilize and terminate accounts with securities brokers and in such accounts, to make short sales and to buy on margin and, for such purposes, my Agent may pledge any securities so held or purchased with such brokers as security for loans and advances made to the account; to establish, utilize and terminate agency accounts with corporate fiduciaries; to employ, compensate and terminate the services of financial and investment advisors and consultants.
4. **Power to Manage Real Property.** With respect to real property, including but not limited to any real property I may hereafter acquire or receive and my personal residence, my Agent is authorized to lease, sublease, release; to eject and remove tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described in this paragraph; to do any act of management and conservation, to pay, compromise, or to contest tax assessments and to apply for refunds in connection therewith; to employ laborers; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve,

insure, build on, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien; to sell and to buy real property; to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent.

5. **Power to Manage Personal Property.** With respect to personal property; to lease, sublease, and release; to recover possession of by all lawful means; to collect, sue for, receive and receipt for rents and profits therefrom; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other personal property; to mortgage or grant deeds of trust, pledge and/or grant other security interests in any personal property or intangibles now or hereafter owned by me, whether acquired by me or for me by my Agent.
  
6. **Power to Operate Businesses.** To continue the operation of any business (including a ranch or farm) belonging to me or in which I have a substantial interest, for such time and in such manner as my Agent shall deem appropriate, including but not limited to hiring and discharging my employees, paying my employees' salaries and providing for employee benefits, employing legal, accounting, financial and other consultants; continuing, modifying, terminating, renegotiating and extending any contractual arrangements with any person, firm, association or corporation whatsoever made by me or on my behalf; executing business tax returns and other government forms required to be filed by my business, paying all business related expenses, transacting all kinds of business for me in my name and on my behalf, contributing additional capital to the business, changing the name and/or the form of the business, incorporating the business, entering into such partnership agreement with other persons as my Agent shall deem appropriate, joining in any plan of reorganization, consolidation or merger of such business, selling, liquidating or closing out such business at such time and on such terms as my Agent shall deem appropriate and representing me in establishing the value of any business under "Buy-out" or "Buy-Sell" agreements to which I may be a party; to create, continue or terminate retirement plans with respect to such business and to make contributions which may be required by such plans; to borrow and pledge business assets; to exercise any right, power, privilege or option I may have or may claim under any contract of partnership whether as a general, special or limited partner; to modify or terminate my interest on such terms and conditions as my Agent may deem appropriate; to enforce the terms of any such partnership agreement for my protection, whether by action, proceeding or otherwise as my Agent shall deem appropriate; to defend, submit to arbitration, settle or compromise any action or other legal proceeding to which I am a party because of my membership in such partnership.
  
7. **Power to Exercise Rights in Securities.** To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and



terminate brokerage accounts, including margin accounts; to make such payments as my Agent deems necessary, appropriate, incidental or convenient to the owning and holding of such securities; to receive, retain, expend for my benefit, invest and reinvest or make such disposition of as my Agent shall deem appropriate all additional securities, cash or property, including the proceeds from the sales of my securities, to which I may be or become entitled by reason of my ownership of any securities; to vote at all meetings of security holders, regular or special; to lend money to any corporation in which I hold any shares and to guarantee or endorse loans made to such corporation by third parties.

8. **Power to Demand and Receive.** To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property, real, personal, intangible and/or mixed, debts, dues rights, accounts, legacies, bequests, devises, dividends, annuities, rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved, including but not limited to benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Social Security (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI) and for the purposes of receiving Social Security benefits, my Agent is herewith appointed my "Representative Payee"; to utilize all lawful means and methods to recover such assets and/or rights, qualify me for such benefits and claim such benefits on my behalf, and to compromise claims and grant discharges in regard to the matters described herein; to utilize all lawful means and methods to recover such assets and/or rights, qualify me for such benefits and claim such benefits on my behalf. The authority herein granted shall include but not be limited to converting my assets into assets that do not disqualify me from receiving such benefits or divesting me of such assets. In any divestment actions or asset conversions, I direct that my Agent, to the extent reasonably possible, avoid disrupting the dispositive provisions of any estate plan of mine known to my Agent whether or not such estate plan is embodied in a will, a trust, non-probate property, or otherwise. If it is necessary to disrupt such plan, then my Agent is directed to use my Agent's best efforts to restore such plan as and when the opportunity to do so is available to my Agent. If a transfer of cash by my Agent is made to a pecuniary legatee under my will, my Agent shall ensure that such transfer is deemed a satisfaction of such legacy, pro tanto.
9. **Power to Exercise Elective Share Rights.** To elect to take against any will and conveyances of any person, if appropriate; to retain any property which I have the right to elect to retain; to file petitions pertaining to the election, including petitions to extend the time for electing and petitions for orders, decrees and judgments; and to take all other actions that my Agent deems appropriate in order to effectuate the election; provided, however, that if any such actions by my Agent require the approval of any court, my Agent is authorized to seek such approval.
10. **Power with Respect to Employment Benefits.** To create and contribute to an employee benefit plan, including a plan for a self-employed individual, for my benefit; to elect



retirement on my behalf; to select any payment option under any IRA or employee benefit plan in which I am a participant, including plans for self-employed individuals, or to change options I have selected; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to nonemployee spouses under state or federal law; to borrow money and purchase assets therefrom and sell assets thereto, if authorized by any such plans; to make revocable and irrevocable beneficiary designations and to change revocable beneficiary designations; to consent and/or waive consent in connection with the designation of beneficiaries and the selection of joint and survivor annuities under any employee benefit plan.

11. **Power with Respect to Bank Accounts.** To establish accounts of all kinds, including checking and savings, for me with financial institutions of any kinds, including but not limited to banks and thrift institutions; to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory, except accounts held by me in a fiduciary capacity, whether or not any such account was established by me or for me by my Agent, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, agency or power of attorney forms furnished by any bank with respect to accounts with such bank, appointing as my Agent or any other person or persons.
12. **Power with Respect to Safe-Deposit Boxes.** To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me, either alone or jointly with others, or by my Agent in my name; to add to and remove from the contents of any such safe deposit box and to terminate any and all contracts for such boxes.
13. **Power with Respect to Legal and Other Actions.** To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way, including but not limited to claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may be imposed on me and otherwise engage in litigation involving me, my property or any interest of mine, including any property or interest or person for which or whom I have or may have any responsibility.
14. **Power to Borrow Money (Including Insurance Policy Loans).** To borrow money from any lender for my account on such terms and conditions as my Agent shall deem appropriate and to secure such borrowing by the granting of security interests in any property or interests in property which I may now or hereafter own; to borrow money on

any life insurance policies owned by me on my life for any purpose and to grant a security interest in such policy to secure any such loans, including the assignment and delivery of any such policies as security; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent.

15. **Power to Create, Fund, Amend and Terminate Trusts Solely for the Benefit of the Principal.** To execute a revocable trust agreement with such trustee or trustees as my Agent shall select, and such trust shall provide that all income and principal shall be paid to me, to some person for my benefit or applied for my benefit in such amounts as I or my Agent shall request or as the trustee or trustees shall determine, and that on my death any remaining income and principal shall be paid to my personal representative, and that the trust may be revoked or amended by me or my Agent at any time and from time to time; provided, however, that any amendment by my Agent must be such that by law or under the provisions of this instrument such amendment could have been included in the original trust agreement; to deliver and convey any or all of my assets to the trustee or trustees thereof; to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter; and for the purpose of funding any trust, to enter and remove any of my assets from any safe-deposit box of mine, whether the box is registered in my name alone or jointly with one or more persons and my Agent may be sole trustee of the trust or one of several trustees.
16. **Power to Fund Trusts Created by the Principal.** To transfer from time to time and at any 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 and all of my cash, property or interests 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 assets and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion of the property so transferred, remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.
17. **Power to Withdraw Funds from Trusts.** To withdraw and/or receive the income or corpus of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received; to exercise in whole or in part, release or let lapse any power of appointment held by me, whether general or special, or any power of amendment or revocation under any trust including any trust with respect to which I may exercise any such power only with the consent of another person, even if my Agent is such other

person, whether or not such power of appointment was created by me, subject, however, to any restrictions on such exercise imposed on my Agent and set forth in other provisions of this instrument.

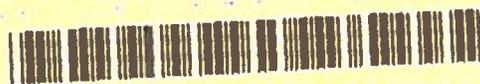
18. **Power to Renounce and Resign from Fiduciary Positions.** To renounce any fiduciary position to which I have been or may be appointed or elected, including but not limited to personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation; and any governmental or political office or position to which I have been or may be elected or appointed; to resign any such positions in which capacity I am presently serving; to file an accounting with a court of competent jurisdiction or settle on a receipt and release or such other informal method as my Agent shall deem appropriate.
19. **Power to Disclaim, Renounce, Release, or Abandon Property Interests.** To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts, including the right to alter, amend, revoke or terminate, and to exercise any right to claim an elective share in any estate or under any will. In exercising such discretion, my Agent shall consider any reduction in estate or inheritance taxes that may be due on my death, and the effect of such renunciation or disclaimer on persons interested in my estate and persons who would receive the renounced or disclaimed property; provided, however, that my Agent shall make no disclaimer that is expressly prohibited by other provisions of this instrument.
20. **Power with Respect to Insurance.** To purchase, maintain, surrender, collect, or cancel (a) life insurance or annuities of any kind on my life or the life of any one in whom I have an insurable interest, (b) liability insurance protecting me and my estate against third party claims, (c) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft or other commonly insured risk; to pay all insurance premiums, to select any options under such policies; to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI and Worker's Compensation; to designate and change beneficiaries of insurance policies insuring my life and beneficiaries under any annuity contract in which I have an interest.
21. **Power with Respect to Taxes.** To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax related



documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which I am entitled, and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and state and local authorities and in any and all courts; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility; and on my behalf to execute IRS Form 2848 and appoint my Agent or any suitable person selected by my Agent as my representative before the Internal Revenue Service.

22. **Power to Make Gifts.** To make gifts, grants or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness), to such person or organizations as my Agent shall select but the recipients of any such gifts shall be limited to: heirs at law; provided, however, that my Agent shall not make any gifts that are not excluded from gift tax by my federal gift tax annual exclusion (unless I am married and my spouse has agreed to consent to "gift-splitting" under Section 2513 of the Internal Revenue Code in which case such gifts shall not exceed the amount that may be excluded from the federal gift tax by the federal gift tax annual exclusions available to my spouse and me) and this annual right shall be noncumulative and shall lapse at the end of each calendar year; provided, however, my Agent shall not make any gifts to my Agent, my Agent's creditors, or the creditors of my Agent's estate, nor to any person whom my Agent has any obligation to support; to make payments for the medical expenses of any descendant of mine; if I am married to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to prepare, execute and file any gift tax return required by any such gift and pay any gift tax that may arise by reason of such gift; provided, however, that gifts made by my Agent to a charitable, scientific, or educational institution or organization must qualify for a charitable deduction under the income and gift tax provisions of the Internal Revenue Code as from time to time amended.

23. **Power to Provide Support to Others.** To support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past, adjusted if necessary by circumstances and inflation, including but not limited to the payment of real property taxes, payments on loans secured by my residence, maintenance of my residence, food, clothing and shelter, health care, dental and



psychiatric care, normal vacations and travel expenses and education, including education at vocational and trade schools, training in music, stage, arts and sports, special training provided at institutions for the mentally or physically handicapped, undergraduate and graduate study in any field at public or private universities, colleges or other institutions of higher learning, and in providing for such education to pay for tuition, books and incidental charges made by the educational institutions, travel costs to and from such institutions, room and board, and a reasonable amount of spending money.

24. **Power to Make Loans.** To lend money and property at such interest rate, if any, and on such terms and conditions, and with such security, if any, as my Agent may deem appropriate; to renew, extend, and modify any such loans or loans that I may have previously made; to guarantee the obligations of any such person; to consent to the renewal, extension and modification of such obligations; provided, however, that my Agent shall not lend my money or property to my Agent, but this provision shall not be interpreted to require that any loan made by me personally, and not on my behalf by any agent, to my Agent, must be repaid earlier than (i) its scheduled maturity date or (ii) in case of a demand note, that demand for payment be made unreasonably.

## ARTICLE II CARE AND CONTROL OF THE PERSON

**Introduction.** My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

25. **Power to Provide for Principal's Support.** To do all acts necessary for maintaining my customary standard of living, to provide a place of residence by purchase, lease or other arrangement, or by payment of the operating costs of my existing place of residence, including interest, amortization payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and to assure that all of my essential needs are provided for at such a facility or in my own residence, as the case may be. If in the judgment of my Agent I will never be able to return to my place of residence from a hospital, hospice, nursing home, convalescent home or similar establishment, to lease, sublease or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my place of residence, investing the proceeds of any such sale as my Agent deems appropriate, for such price and on such terms, conditions and security, if any, as my Agent shall deem appropriate; and to store and safeguard or sell for such price and on such terms, conditions and security, if any, as my Agent shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my place of residence which my Agent believes I will never need again, and pay all costs thereof. As an alternative to such storage and safeguarding, to transfer custody and possession, but not title, for such storage and safekeeping of any such tangible personal property of mine



to the person, if any, named in my will or any trust as the recipient of such property entitled to receive such property on my death.

26. **Power to Provide for Recreation and Travel.** To provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.
27. **Power to Provide for Spiritual or Religious Needs.** To provide for the presence and involvement of religious clergy or spiritual leaders in my care, provide them access to me at all times, maintain my memberships in religious or spiritual organizations or arrange for membership in such groups, and enhance my opportunities to derive comfort and spiritual satisfaction from such activities, including religious books, tapes and other materials.
28. **Power to Provide for Companionship.** To provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.
29. **Power to Make Advance Funeral Arrangements.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate; if I have not previously done so myself.
30. **Prohibition of Anatomical Gifts.** To oppose and prevent the donation or use of any of my organs, tissues, or body parts for any purpose whatever, and my Agent is directed to take such action as may be necessary to prevent such donation or use.
31. **Power to Change Domicile.** To establish a new residency or domicile for me, from time to time and at any time, within or without the state, and within or without the United States, for such purposes as my Agent shall deem appropriate, including but not limited to any purpose for which this instrument was created.

### ARTICLE III INCIDENTAL POWERS

**Introduction.** In connection with the exercise of the powers and discretions herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, affidavits, certificates, and papers necessary or appropriate, to such exercise or exercises, including without limitation the following:

32. **Resort to Courts.** To seek on my behalf and at my expense:
  - a. a declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument and any of the acts authorized by this instrument, but

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such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument.

- b. a mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation, or other entity obligated to comply with instructions given by me.
  - c. actual and punitive damages and the recoverable costs, fees and expenses of such litigation, against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.
33. **Hire and Fire - All Personnel.** To employ, compensate and discharge such domestic, health care and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants and employees as my Agent deems appropriate.
34. **Sign Documents and Incur Costs in Implementing the Agent's Instructions.** To sign, execute, endorse, seal, acknowledge, deliver and file or record instruments and documents, including but not limited to contracts, agreements and conveyances of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates. In addition, any Agent of mine who has the authority to incur costs on my behalf may render the bills for such costs to any Agent of mine who has been granted the authority to pay such costs or to any trustee of any revocable living trust of mine, or guardian, committee or conservator who has authority to pay such costs I request that costs be paid promptly. Any recipient thereof (i.e. my Agent with authority to pay or my trustee) shall promptly such costs.
35. **Payment of Medical Expenses.** My Agent is directed to pay, or cause to be paid, all bills incurred and presented by any agent representing me under a Durable Power of Attorney for Health Care.
36. **Borrow, Spend, Liquidate, Secure.** To expend my funds and to liquidate my property or to borrow money to produce such funds and to secure any such borrowings with security interests in any property, real, personal, or intangible that I may now or hereafter own.
37. **Power to Do Miscellaneous Acts.** To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds, to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and, bearing in mind the confidential nature of such



documents, to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, to any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my Agent's opinion, to irrevocably transfer such animals to some person or persons willing to care for and maintain them.

#### ARTICLE IV DURABILITY PROVISION

**Immediate Power.** This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

#### ARTICLE V MISCELLANEOUS PROVISIONS

38. **Revocation, Amendment and Resignation.** This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation or amendment, delivered to my Agent and to all Alternate Agents. If this instrument has been filed or recorded in the public records, then the instrument of revocation or amendment shall be filed or recorded in the same public records. My Agent and any Alternate Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or, in the case of an Agent's resignation, by delivery to the Alternate Agent.
39. **Substitute/Successor Agent Appointed by Court.** If at any time there is no person serving as Agent named herein, my successor or substitute Agent shall be some suitable person or institution, appointed by the court having jurisdiction over this instrument, ex parte, without the necessity of a hearing.
40. **Appointment of Ancillary Agent.** If at any time my Agent deems it necessary or desirable in my Agent's discretion to appoint one or more Agents to act in another jurisdiction under this power of attorney (such Agent or Agents being hereinafter referred to in the aggregate as my "Ancillary Agent") my Agent from time to time and at any time may appoint one or more such Ancillary Agents. In making such appointment my Agent may execute and deliver such documents and instruments including living wills, Declarations of Desire for Natural Death, Health Care Declarations or Powers of Attorney as may be necessary, desirable, convenient or proper to effectuate any such ancillary appointment, and my Agent may grant to any Ancillary Agent, some or all of the powers and duties and authorities granted to my Agent hereunder, but may not grant to any such



Ancillary Agent powers which are inconsistent with or different from those powers granted to my Agent hereunder.

41. **Agent's Resignation and Selection of Substitute.** If my Agent desires to resign as my Agent, and there is no successor Agent named in this instrument who is willing and able to serve as my Agent, and I am incapacitated at the time of such resignation, then on such resignation my Agent is authorized and empowered to appoint a substitute Agent to act and serve as my Agent, such appointment to be made in a written instrument that shall be (i) signed by my Agent, (ii) delivered to my substitute Agent, and (iii) attached to this instrument.
42. **Agent's Death, Incapacity, or Resignation and Selection of Substitute.** At any time after my incapacity, my Agent at any time may appoint a future successor Agent to act and serve as my Agent in the event that my Agent shall die or become mentally incapacitated or shall resign prior to my death, and my Agent at any time during my Agent's service as Agent may also revoke any such appointment theretofore made by my Agent, provided, however, that my Agent may not revoke, modify or supersede any appointment of a successor Agent made by me in this power of attorney. Any appointment made by my Agent shall be made in a written instrument that shall (i) specify the event or events on which such substitution shall become effective, (ii) be signed by my Agent, (iii) be delivered to my substitute Agent, and (iv) be attached to this instrument.
43. **Counterpart Originals.** If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.
44. **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.
45. **Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my personal representative.

## ARTICLE VI DECLARATIONS OF THE PRINCIPAL

**Introduction.** As Principal, I make the following declarations relevant to my execution of this Durable Power of Attorney:

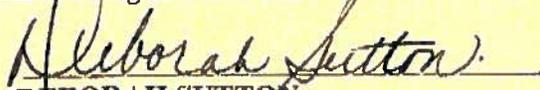
46. **Employment and Assistance of Attorney.** I have employed Michele Verderosa, Attorney at Law, to prepare this instrument according to my desires and intentions expressed to my attorney.

47. **Principal's Review and Acceptance of the Durable Power of Attorney.** The provisions that my attorney has included in this instrument, including but not limited to those referred to in this Article, were discussed with me by my attorney and I have expressly approved the inclusion of such provisions in this instrument.
48. **Legal Advice About Powers of Attorney Generally.** My attorney has explained to me the purposes of this instrument and, in general, both the applicable law and the consequences of signing it or not signing it. After being so advised, I have executed this document.
49. **Acceptance of Risk.** I have carefully considered the risks involved in creating this Durable Power of Attorney, and the alternatives to a Durable Power of Attorney, as explained to me by my attorney. I have determined that accepting such risks offers benefits to me that I desire, and I therefore accept such risks.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney this 26 day of January, 2008.

  
DENNIS J. SUTTON  
Principal

**Acknowledgment and Acceptance by Agent.** The undersigned acknowledges and accepts appointment as Agent and agrees to serve as Agent under this instrument.

  
DEBORAH SUTTON



2008-00894  
Pg: 14/16

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of LAGSEN

On Jan 26, 2008 before me, JACK L. HELSEL, Notary  
Day Here Insert Name and Title of the Officer

personally appeared DEANAS JAMES SWINEN  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

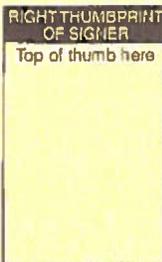
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of lassen

On Jan 16 2008 before me, JACK L. HELSEL, Notary  
Date From Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)  
DEBORAH JUTON

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature Jack L. Helsel  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

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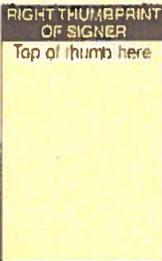
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



**Scott Ferguson - Fwd: Dennis Sutton Notice of Hearing for Spalding Tract**

---

**From:** Harold Singer  
**To:** John & Jamie Gilly <gillys@frontiernet.net>  
**Date:** 5/26/2012 11:49 AM  
**Subject:** Fwd: Dennis Sutton Notice of Hearing for Spalding Tract  
**CC:** Ferguson, Scott; Kemper, Lauri; Kouyoumdjian, Patty; Niemeyer, Kim

---

Jamie L. Sutton-Gilly

Here is the e-mail you requested.

If you have additional questions or comments, please contact Patty Kouyoumdjian, Executive Officer or Kim Niemeyer, Board Attorney.

harold singer

>>> Sally Rorie <james\_sallyrorie@msn.com> 5/10/2012 3:33 PM >>>  
To Whom It May Concern,

I am sending this email in response to the notice sent to us, Dennis J and Deborah L Sutton ETAL, from the Lahontan Regional Water Quality Control Board, regarding the Administrative Civil Liability Complaint. We would like a very simple hearing in regards to this matter. I want NO Formal Hearing. My name is also on the Deed: R. Adyne Neuhardt. I will be the one attending the informal hearing as the other joint owners are not able to attend because of health issues. Correspondence is best via regular letter mail for me, you may also send response to this email address in addition to a regular letter. Thank you.

R. Adyne Neuhardt  
685 Elm St.  
Susanville, Ca. 96130  
530-257-5739

File: Spalding Tract - Sutton, APN 077-271-19-11

## Scott Ferguson - Re: Dennis Sutton Notice of Hearing for Spalding Tract

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**From:** John & Jamie Gilly <gillys@frontiernet.net>  
**To:** Scott Ferguson <SFerguson@waterboards.ca.gov>  
**Date:** 5/26/2012 7:08 PM  
**Subject:** Re: Dennis Sutton Notice of Hearing for Spalding Tract  
**CC:** Kim Niemeyer <KNiemeyer@waterboards.ca.gov>, Lauri Kemper <LKemper@waterboards.ca.gov>, Patty Kouyoumdjian <PKouyoumdjian@waterboards.ca.gov>

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Thank you Harold.

As Power of Attorney for my Father I request that all correspondence regarding this matter be sent to my home address. I believe that you now have Power of Attorney on file and a letter of Permission to Represent for my Mother. Again I would like to reiterate that James and Sally Rorie have no connection to this property, Legal or otherwise, and I would appreciate that NO information be forwarded to them VIA E-Mail, USPS or phone conversation. If you have any questions please feel free to contact me at any time.

Thank you for your help in this matter. I do appreciate everything.

Jamie Sutton-Gilly  
 640 Elm St  
 Susanville, CA 96130  
 530-310-1850

----- Original Message -----

**From:** Harold Singer  
**To:** John & Jamie Gilly <gillys@frontiernet.net>  
**Cc:** Kim Niemeyer ; Lauri Kemper ; Patty Kouyoumdjian ; Scott Ferguson  
**Sent:** Saturday, May 26, 2012 11:49 AM  
**Subject:** Fwd: Dennis Sutton Notice of Hearing for Spalding Tract

Jamie L. Sutton-Gilly

Here is the e-mail you requested.

If you have additional questions or comments, please contact Patty Kouyoumdjian, Executive Officer or Kim Niemeyer, Board Attorney.

harold singer

>>> Sally Rorie <james\_sallyrorie@msn.com> 5/10/2012 3:33 PM >>>  
 To Whom It May Concern,

File: Spalding Tract - Sutton, APN 077-271-19-11

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