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State of Oregon, County of Klamath

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Vol M05 Pg 55460-62

Linda Smith, County Clerk

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After recording return to:  
Ronald & Sue Burns

File No.: 7021-586628 (SAC)  
Date: July 07, 2005

THIS SPACE

### SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That **Ronald A. Burns**, does hereby make, constitute and appoint **Sue Burns** my true and lawful Attorney for me and in my name, place and stead and for my use and benefit as to that certain real property, together with any interest therein or any improvements thereon, described as follows:

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

(a) To contract for purchase, receive and take possession thereof and of evidence of title thereto; to lease the same for any term or purpose, including leases for business, residence, and oil and/or mineral development; to sell, exchange, subdivide, grant or convey the same with or without warranty, covenant or restrictions; to mortgage, transfer in trust or otherwise encumber the same to secure payment of a note or performance of any obligation or agreement; and to accept the conveyance thereof in any form of tenancy, including but not limited to, tenants in common, tenants by the entirety and "not as tenants in common, but with right of survivorship; with any other person or persons, including property wherein my said Attorney is one of the co-tenants;

(b) To borrow money and to execute and deliver note therefore, with or without security; and to loan money and receive notes therefore with such security as he/she shall deem proper;

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APN: R90975

Special Power of Attorney  
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(c) To transact business of any kind or class and as my act and deed to sign, execute, acknowledge and deliver any deed, lease, assignment of lease, covenant, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or beneficial interest under deed of trust, subdivision plat, extension or renewal of any obligation, subordination or waiver of priority, bill of lading, bill of sale, bond, note, receipt, check, evidence of debt, full or partial release of mortgage, judgment or other debt, escrow instructions, and other such instruments in writing of any kind or class as may be necessary or proper in the premises;

(d) As to any personal property and goods, wares and merchandise, checks, chooses in action and other property in possession or in action: To contract for, buy, sell, exchange, transfer, endorse and in any legal manner deal in and with the same; and to mortgage, transfer in trust, or otherwise encumber the same to secure payment of a note or performance of any obligation or agreement;

(e) This power shall not be affected by disability of the principle: All acts done by my Attorney pursuant to this power during any period of disability or incompetence or uncertainty as to whether I am dead or alive shall have the same affect and inure to the benefit of and bind me or my heirs, devisees and personal representative as if I were alive, competent and not disabled.

(f) This Power of Attorney does not empower or authorize my said Attorney to negotiate or otherwise receive the net proceeds due to me in the case of a sale of my property.

GIVING AND GRANTING unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, hereby ratifying all that my said Attorney shall lawfully do or cause to be done by virtue of these presents. When the context so requires, the masculine gender includes feminine or neuter, and the singular number includes the plural.

This Power of Attorney expires **SIX (6)** months from the date hereof.

Dated this 8 day of July, 202005

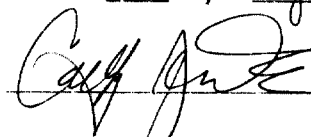


Ronald A. Burns

STATE OF California )

County of Shasta ) ss.

This instrument was acknowledged before me on this 8 day of July, 2005  
by **Ronald A. Burns**.

Notary Public for  
My commission expires:

55462

APN: R90975

Special Power of Attorney  
- continued

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**EXHIBIT A**

**LEGAL DESCRIPTION:**

A parcel of land situated in the S 1/2 S 1/2 NE 1/4 of Section 1, Township 40 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the East one-quarter corner of Section 1; thence North 89°45'40" West 30.00 feet to a 3/4" iron rod at the intersection with the Westerly right of way line of Oregon State Highway 39; thence North 00°15'29" East 229.06 feet along the Westerly right of way line of said Highway 39 to a 5/8" iron rod, being a corner of said parcel, the true point of beginning; thence North 89°45'40" West 950.84 feet to a 5/8" iron rod; thence South 00°15'29" West 229.06 feet to a 5/8" iron rod at the intersection with the center one-quarter section line of Section 1; thence North 89°45'40" West 1663.99 feet along the center one-quarter section line of Section 1 to the center one-quarter corner of Section 1 marked by a 5/8" iron rod; thence North 00°04'23" East 664.33 feet along the center one-quarter section line of Section 1 to a point; thence South 89°46'18" East 2616.98 feet to a point at the intersection with the Westerly right of way line of said Highway 39; thence South 00°15'29" West 435.75 feet along the Westerly right of way line of said Highway 39 to the point of true beginning.

The basis of bearing Minor Land Partition No. 79-82 on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM a 40 foot wide strip of K.I.D. Drain over and across the S 1/2 S 1/2 NE 1/4 of Section 1, Township 40 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.