

2008-000713

Klamath County, Oregon



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01/16/2008 03:27:28 PM

Fee: \$51.00

MT 1396.9281

**RECORDING COVER SHEET**

THIS COVER SHEET HAS BEEN PREPARED  
BY THE PERSON REPRESENTING THE  
ATTACHED INSTRUMENT FOR RECORDING.  
ANY ERRORS IN THIS COVER SHEET DO NOT  
AFFECT THE TRANSACTION(S) CONTAINED  
IN THE INSTRUMENT ITSELF.

**After Recording, Return To:**

Jeanne Dudy  
3511 Evergreen Drive  
Klamath Falls, OR 97603

**1. Name(s) of the Transaction(s):**

**DURABLE GENERAL POWER OF ATTORNEY**

**2. Direct Party (Grantor):**

**WALTER H. STASTNY**

**3. Indirect Party (Grantee):**

**W.H. STASTNY INVESTMENT CO., LLC, an Oregon limited liability  
company**

**4. True and Actual Consideration Paid:**

**N/A**

**5. Legal Description:**

**N/A**

AMERITITLE, has recorded this  
Instrument by request as an accommodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

5/1/08

## DURABLE GENERAL POWER OF ATTORNEY

I, Walter H. Stastny, hereby make, constitute and appoint Jeanne S. Dudy my agent and attorney-in-fact with power and authority to:

1. Take possession of, manage, administer, operate, maintain, improve and control all my property, real and personal, to insure and keep the same insured and to pay any and all taxes, charges and assessments which may be levied or imposed upon any such property.
2. Collect and receive any money, property, debts or claims which are now or shall hereafter become due, owing and payable to me and give receipts or other sufficient discharges for any of the same.
3. Make expenditures for my care, maintenance, support and general welfare and for the care, maintenance, support and general welfare of my dependents.
4. Retain any property which comes into my agent's possession in the form in which it was received and make investments and changes of investments in such securities, including common and preferred stocks of corporations, or other property, real or personal, as you in my agent's discretion may deem prudent.
5. Pay my debts and other obligations.
6. Sue upon, defend, compromise, submit to arbitration or adjust any controversies in which I may be interested, and act in my name in any complaints, proceedings or suits with all the powers I would possess if personally present and under no legal disability.
7. Bargain for, buy and deal in property and goods of every description.
8. Convey, sell, mortgage, pledge, consign, lease, and in any other manner deal in and with my property, both real and personal.
9. Advance or loan my agent's own funds on my behalf and borrow any sums of money on such terms and such rate of interest as my agent may consider proper and give security for the repayment of same.
10. Make and deliver any conveyances, contracts, covenants, undertakings or agreements, either orally or in writing, of whatever kind and nature which in my agent's discretion shall deem to be for my best interests.
11. Sign, endorse, sell, discount, deliver or deposit checks, drafts, notes and negotiable instruments and accept drafts.
12. Receive confidential information and perform on my behalf the following acts with respect to any and all tax matters: sign all state and federal income tax returns and receive and endorse all checks in payment of any refund of any such taxes, including penalties and

interest; execute waivers of restriction on assessment or collection of deficiencies in tax and waivers of notice of disallowance of a claim for credit or refund; execute consents extending the statutory period for assessment or collection of taxes, execute closing agreements under Section 7121 of the Internal Revenue Code; delegate authority or substitute another representative.

13. Appear and vote for me in person or as my proxy at any corporate or other meeting.

14. Have access to any safe deposit box which has been rented in my name, or in the name of myself and any other person or persons.

15. Withdraw any monies deposited with any bank, mutual savings bank or savings and loan association in my name or in the name of myself and any other person or persons and generally to do any business with any such financial institution on my behalf.

16. Purchase, redeem, invest or reinvest, change address and perform any other transactions as deemed necessary with regards to Series E, EE, H, and HH Bonds, as well as U.S. Treasury Bills, Notes, Bonds, or other securities issued or guaranteed by the U.S. Government, its agencies or instrumentalities.

17. Without limiting the generality of the foregoing, to receive and collect all proceeds from any and all annuities owned by me (the "Annuities"), and to otherwise exercise all the powers which I might exercise over the Annuities. The issuer of any Annuities shall be entitled to rely on this power of attorney until it receives actual knowledge of any revocation of it.

18. Appoint or substitute for my agent any agent, attorney-in-fact or nominee for any or all of the purposes set forth above, and revoke such authority at any time.

19. Execute and deliver deeds, checking accounts, savings accounts, credit union accounts, ownership of policies of life insurance, time certificates of deposit, money markets, stock and bond powers, assignments of notes, mortgages, patents, contracts, deeds of trust, covenants, royalties, indentures and agreements, and any other asset, property right or thing of value, and to perform all and every act and thing whatsoever requisite and necessary to be done to transfer assets belonging to me to the Trustee then acting under the Walter H. Stastny Family Trust dated March 30, 2001, wherein I am the Grantor, and Mary A. Stastny and I are the Trustees. In furtherance thereof, my attorney-in-fact is authorized to enter any safe deposit box in my name and to remove and deliver the contents, or any part thereof, to the then trustee of the trust.

20. Make gifts on my behalf either at my direction or to carry out my wishes and my estate plan, including gifts to my attorney-in-fact and her family members provided, however, that any gift to my attorney-in-fact may be made only to the extent necessary for her health, education, maintenance or support.

21. Without limiting the generality of any other provisions of this Power of Attorney, my agent is authorized, without liability to me or to anyone else, to do any or all of the

following:

- (a) inspect, review or require an environmental audit of any or all of my property or any property to be purchased for me or on my behalf or to otherwise be transferred to me or for my benefit;
- (b) take any action my agent determines in my agent's sole discretion to be necessary or desirable in order to prevent, abate, clean up or otherwise remedy any actual or potential violation of any laws or regulations (including, but not limited to, environmental laws) affecting my property;
- (c) refuse to accept any property to be in any way transferred to me if in my agent's sole discretion my agent determines that such property either is contaminated by any hazardous substance or is being used or has been used for any activity directly or indirectly involving any hazardous substance which could result in liability to me, or could otherwise impair the value of my property;
- (d) use any or all of my property to settle or compromise any and all claims against me which may be asserted by any governmental agency or other person involving the alleged violation of any applicable laws or regulations (including, but not limited to, environmental laws) affecting me or my property.
- (e) disclaim any power granted to my agent under the terms of this power of attorney or under any statute or rule of law if my agent determines in my agent's sole discretion that the exercise of that power may cause my agent to incur personal liability under any applicable laws or regulations, including, but not limited to, environmental laws.

My agent shall have no liability to me or to anyone else for any decrease in the value of my property by reason of my agent's compliance with all applicable laws and regulations, including, but not limited to, environmental laws, and including, but not limited to, my agent's compliance with any reporting requirements under any applicable laws or regulations. My agent shall have no liability to me or to anyone else for purchasing or refusing to purchase any property for me or receiving or refusing to receive any property for me, or for inspecting or failing to inspect any of my property or for requiring or failing to require any environmental audits of any of my property or any property in any way to be transferred to me. Any acceptance, inspection or environmental audit or failure to accept, inspect or obtain an environmental audit will not be deemed to create any inference as to whether or not there is or may be any violation of any applicable laws or regulations with respect to that property, including, but not limited to, any violation of environmental laws.

For purposes of this Section, the term "environmental laws" means any federal, state or local law, rule, regulation or ordinance relating to the protection of the environment or human health. The term "hazardous substances" means any substance defined as hazardous or toxic or otherwise regulated by any

environmental law and also includes without limitation petroleum products and crude oil.

22. Perform any act necessary or desirable in order for me to qualify for and receive all types of public benefits, including but not limited to Medicare, Medicaid, Supplemental Social Security (SSI), Social Security, Aid in Attendance from the Veterans Administration and workers' compensation benefits. The power granted under this Section shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any disposition or designation shall be consistent with my existing estate plan to the extent reasonably possible; to transfer my residence and other assets to my spouse to comply with income and resource levels for public benefits. If my agent is also my spouse, I authorize my agent to make gifts and otherwise transfer my property, including the family residence, to my agent or to any other person at her discretion without the fiduciary prohibition against such transfers. If my agent is not my spouse, transfers to persons other than my spouse may only be made, in the discretion of my agent, with the consent of all of my children. My agent may amend any living trust established by me or on my behalf to accomplish such public benefits planning.

23. Receive, upon request, my protected health information, under federal regulation and Oregon law, from my physicians, hospitals and care providers of all kinds, and from my health plans and insurers, for the purpose of discharging said agent's responsibilities under this durable power of attorney. If the information to be disclosed contains HIV/AIDS, mental health, genetic testing or drug or alcohol diagnosis, treatment, or referral information, I understand that additional laws relating to the use and disclosure of the information may apply. I understand and agree that this information will be disclosed to my agent in accordance with the terms of this durable power of attorney. I understand that the information used or disclosed pursuant to this authorization may be subject to redisclosure and may no longer be protected under federal law. However, I also understand that federal or state law may restrict redisclosure of HIV/AIDS information, mental health information, genetic testing information and drug/alcohol diagnosis, treatment or referral information. I further understand that I do not need to provide this authorization and that the refusal to provide this authorization will not adversely affect my ability to receive health care services or reimbursement for services. I further understand that the only circumstance when refusal to provide authorization means that I will not receive health care services is if the health care services are solely for the purpose of providing health information to someone else and the authorization is necessary to make that disclosure. I further understand that I may revoke this authorization in writing at any time, but that if I do revoke this authorization, the information described above may no longer be used or disclosed for the purposes described in this durable power of attorney. I further understand that any use or disclosure already made with my permission cannot be undone. I further understand that, to revoke this authorization, I need only send a written statement to my physicians, hospitals and care providers, and my health plans and insurers, and state that I am revoking this authorization. I have read this authorization and I understand it. Unless revoked, this authorization expires upon my death.

24. Establish one or more "individual retirement accounts" or other retirement plans

or arrangements in my name. In addition, connection with any pension, profit sharing or stock bonus plan, individual retirement arrangement, Roth IRA, Section 403(b) annuity or account, Section 457 plan, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (whether established by my agent or otherwise) (each of which is hereinafter referred to as "such Plan"), my agent shall have the following powers, in addition to all other applicable powers granted by this instrument:

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

25. Establish a revocable or irrevocable trust agreement with such trustee or trustee as my agent shall select, for my benefit as my agent deems necessary and proper, with consideration of my existing estate plan; to amend, reform or terminate such trust; to deliver and convey any or all of my income or assets to the trustee or trustees of such trust; and to transfer any or all of my income or assets to a trust created by me after the date of execution of this power of attorney; and exercise in whole or in part, release, or let lapse any power I may have under any trust whether or not created by me, including any power of appointment, revocation or withdrawal. A trust created by me may only be revoked or amended by my agent as provided in the trust agreement.

I authorize my attorney-in-fact for me and in my name generally to do and perform all and every act which is necessary or desirable to be done in order to properly conduct, manage and control all my business and my property and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from responsibility for the acts and omissions of my attorney-in-fact.

This instrument is to be construed as a general power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to nor does it, limit or restrict, and is not to be construed as limiting or restricting, the general powers herein granted to my attorney-in-fact.

Third persons may rely upon the continued validity of this Power of Attorney until receiving actual knowledge of its revocation.

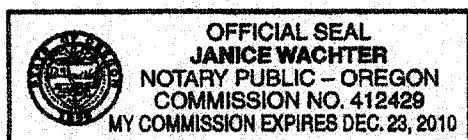
I expressly declare that I am familiar with the provisions of ORS 127.005 and that the powers of my attorney-in-fact herein described shall be exercisable by my attorney-in-fact on my behalf notwithstanding that I may become legally disabled or incompetent.

EXECUTED this 7<sup>th</sup> day of November, 2007.

Walter H. Stastny  
Walter H. Stastny

STATE OF OREGON                    )  
  ) ss  
County of Klamath                    )

Personally appeared the within named Walter H. Stastny and acknowledged the foregoing instrument to be his voluntary act and deed.



Before Me: Janice Wachter  
Notary Public for Oregon  
My Commission Expires: 12/23/10