

**RECORDING COVER SHEET**

ORS 205.234

This cover sheet has been prepared by:

**2015-006424**

**Klamath County, Oregon**

**06/18/2015 11:12:10 AM**

**Fee: \$57.00**



Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

Reference: 39885AM

Please print or type information.

**1. AFTER RECORDING RETURN TO –**

Required by ORS 205.180(4) & 205.238:

Name: Ron Isakson

Address: 3815 South Sixth Street #105

City, ST Zip: Klamath Falls, OR 97603

**2. TITLE(S) OF THE TRANSACTION(S) –** Required by ORS 205.234(1)(a)

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

Document Title(s): Durable Special Power of Attorney

**3. DIRECT PARTY / GRANTOR Names and Addresses –** Required by ORS 205.234(1)(b)  
for Conveyances list Seller; for Mortgages/Liens list Borrower/Debtor

Grantor Name: Lon E. Baley

Grantor Name: \_\_\_\_\_

**4. INDIRECT PARTY / GRANTEE Names and Addresses –** Required by ORS 205.234(1)(b)  
for Conveyances list Buyer; for Mortgages/Liens list Beneficiary/Lender/Creditor

Grantee Name: Mark Trotman

Grantee Name: \_\_\_\_\_

**5. For an instrument conveying or contracting to convey fee title,**  
the information required by ORS 93.260:

**UNTIL A CHANGE IS REQUESTED, ALL  
TAX STATEMENTS SHALL BE SENT TO  
THE FOLLOWING ADDRESS:**

Name: NO CHANGE

Address: \_\_\_\_\_

City, ST Zip: \_\_\_\_\_

**6. TRUE AND ACTUAL CONSIDERATION –**  
Required by ORS 93.030 for an instrument conveying  
or contracting to convey fee title or any memorandum  
of such instrument:

\$ N/A

**7. TAX ACCOUNT NUMBER OF THE PROPERTY if the instrument creates a lien or other interest that  
could be subject to tax foreclosure. –** Required by ORS 312.125(4)(b)(B)

Tax Acct. No.: N/A

*57AMT*

## DURABLE SPECIAL POWER OF ATTORNEY

<b>Principal</b>	LON E. BALEY P.O. Box 531 Merrill, Oregon 97633	<b>Agent</b>	MARK TROTMAN P.O. Box 823 Merrill, OR 97633
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I, the principal identified above, do hereby make, constitute and appoint the agent identified above ("Agent") as my agent and attorney-in-fact with power and authority as set forth in this instrument.

A. *Special Authorization.* With respect to any and all of my property and interests in property, real, personal, intangible, and mixed, my Agent shall have the following powers:

1. In my capacity as General Partner of Baley-Trotman Farms, to act on my behalf and execute any documentation in my name required to:
  - a. Manage and conduct the business of Baley-Trotman Farms;
  - b. Vote on matters related to the administration and conduct of business of Baley-Trotman Farms;
  - c. Endorse any note, or act as accommodation party, or otherwise become surety or guarantor for any person, on behalf of Baley-Trotman Farms;
  - d. Borrow or lend money on behalf of Baley-Trotman Farms, or make or deliver, or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell, or contract to sell, any property for or of the Partnership;
  - e. Manage the general business and financial affairs of Baley-Trotman Farms; and
  - f. Specifically enter into, renew, modify and/or extend any loan agreement with Umpqua Bank.
2. To guarantee in my personal capacity or act as surety for loans or other financial accommodations from any lender to any one or more of the following entities Baley-Trotman Farms; MDLN of Oregon, LLC; Cascade Seed Potato Co. LLC; Delta Chip, LLC; MDLN Properties, LLC; B-T Healthy Farms, LLC; or Sierra Cascade Chip Company (each, a "Borrower") on such guaranty or surety terms as may be agreed upon between the Borrower and said lender and to execute such guaranties and other documents as are required by the lender in connection therewith;
3. To act in my capacity as member, manager or director of MDLN of Oregon, LLC; Cascade Seed Potato Co. LLC; Delta Chip, LLC; MDLN Properties, LLC; B-T Healthy Farms, LLC or Sierra Cascade Chip Company and to take such action in my name as is necessary to operate and manage the affairs of each company in my capacity as member,

manager or director including voting in my place as required to effectuate the purposes of each company.

B. *Effectiveness of Appointment.* This instrument is my full and complete written consent to the appointment provided herein. This appointment is fully effective as of the date of this instrument and shall remain effective until the earlier of December 31, 2015 or when revoked by me in writing. A certification from my Agent as provided in Section C shall be sufficient proof that this appointment is fully effective and binding on any third parties asked to rely on this instrument. This appointment is not dependent on my capacity or loss thereof, and this appointment shall remain effective even if I should lose capacity.

C. *Reliance by Third Parties.* For the purpose of inducing all persons and entities (collectively "Person") to act in accordance with the instructions of my Agent given in this instrument or in reliance upon receipt of a copy or facsimile of this instrument, I hereby represent and agree that:

1. Third persons may conclusively rely upon the continued validity of this instrument until receiving actual knowledge of its revocation. Third persons may conclusively rely on a copy of this instrument in its entirety or any portion thereof certified as such by my Agent.

2. Third parties may act in reliance upon any representations my Agent may make as to (a) the fact that my Agent's powers are then in effect, (b) the scope of my Agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked, and (e) the fact that my Agent continues to serve as my Agent.

3. If this instrument is revoked or amended for any reason including my death, on behalf of myself and my estate I agree to indemnify and hold harmless any Person for and from any loss or damage suffered or liability incurred by such Person, including attorney fees and costs, as a result of acting in accordance with the instructions of my Agent under this instrument prior to the receipt by such Person of actual notice of any revocation or amendment.

4. No Person shall incur any liability to me or my estate, heirs, successors, or assigns for permitting my Agent to exercise any authority under this instrument, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property.

5. The revocation or amendment of this instrument shall not affect the validity of this instrument or my liability under the indemnity described herein to any Person with reference to any transaction initiated by my Agent prior to the receipt by such Person of actual notice of such revocation or amendment.

D. *Miscellaneous.* The following provisions shall apply:

1. This instrument shall continue in full force and effect until the earlier of December 31, 2015 or when revoked by me in writing. This instrument shall not be revoked by my incapacity.
2. My Agent and my Agent's heirs, successors, and assigns are hereby released and forever discharged from any and all liability to me, my estate, heirs, successors, and assigns arising out of the acts or omissions of my Agent under this instrument, except for willful misconduct or gross negligence. My Agent shall have no liability for entering into transactions authorized by this instrument with my Agent in my Agent's individual capacity so long as my Agent believes in good faith that the transactions are in my best interests or the best interests of my estate and those persons interested in my estate.
3. My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any actions need be taken under this instrument.
4. If any provision of this instrument shall be invalid or unenforceable, the provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.
5. This instrument shall be governed and construed by the laws of Oregon.
6. This instrument may be amended or revoked by me, and my Agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent.
7. I hereby revoke any prior general or special power of attorney that I may have signed except any health care power of attorney.

  
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 LON E. BALEY

STATE OF OREGON            )  
   ) ss.  
 County of Klamath         )

Subscribed and sworn to before me on March 3, 2015 by Lon E. Baley.

  
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 Notary Public for Oregon

