

# 2016-008984

Klamath County, Oregon 08/24/2016 10:54:00 AM

Fee: \$87.00

## THIS SPACE RESERVED FOR RECORDER'S USE

After recording	ng return to:	
David B. Bo	ouffard	
592 W. Fau	na St.	
Mountain F	House, CA 95391	
Until a chang	ge is requested all tax statements	
shall be sent	to the following address:	
David B. Bouffard		
592 W. Fau	na St.	
Mountain H	Iouse, CA 95391	
File No.	120525AM	

#### STATUTORY WARRANTY DEED

## Business Opportunities and Consulting, LLC, an Arizona Limited Liability Company

Grantor(s), hereby convey and warrant to

### David B. Bouffard,

Grantee(s), the following described real property in the County of Klamath and State of Oregon free of encumbrances except as specifically set forth herein:

Lots 32, 33 and 34 in Block 17, INDUSTRIAL ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The true and actual consideration for this conveyance is <u>\$80,000.00</u>. The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

2016-2017 Real Property Taxes, a lien not yet due and payable

Page 2 Statutory Warranty Deed Escrow No. 120525AM

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

lotary Public for the State of Idaho Residing in Idaho Falls Commission Expires 7/26/2022

### DURABLE GENERAL POWER OF ATTORNEY

- I, Gerald Romine of Mesa, Arizona, hereby appoint Joe Dobbins of Mesa, Arizona, (herein called "my attorney"), a sample of whose signature appears below, my true and lawful agent and attorney, for me and in my name to perform any or all of the following acts with reference to any interest from time to time owned by me in property, real or personal, wherever located (herein called "property"), or other matters in which I from time to time may have a personal or financial interest:
- 1. To receive funds on behalf of me or for any entity for which I have any interest, to open and deposit in or withdraw from any bank, trust company, savings association, safe deposit company, broker or other depositary or agent any moneys or other property and to examine or receive related records, including statements of account and cancelled checks.
- 2. To rent safe deposit boxes in my name as depositaries for my property, and to open and enter on my behalf any safe deposit box rented or held by me alone or jointly with others, at any time to deposit in such box and to remove from such box any part or all of the contents thereof, including any security or tangible personal property, as often and as freely as I could do if personally present, to cancel or modify the lease under which such box is rented and to surrender or exchange the same.
- 3. To retain, invest in, acquire by purchase, subscription, lease or otherwise, manage, sell at public or private sale, wholly or partly for cash or on credit, contract to purchase or sell, grant or exercise options to purchase, options to sell or conversion rights, assign, transfer, convey, deliver, endorse, exchange, pledge, mortgage, abandon, improve, repair, maintain, insure, lease for any term and otherwise deal with all property, and to release and waive any right of homestead therein, if any.
- 4. To enter upon and demand possession of, sell, maintain, manage, improve, subdivide, resubdivide, raze, alter, dedicate, vacate, partition, release, lease or renew, amend or extend leases for any term, contract to make leases, grant options to lease or to purchase the whole or any part of the reversion, contract regarding the manner of fixing present or future rentals, grant easements or charges of any kind on or with respect to, and cultivate, irrigate and operate, all interests in real estate now or hereafter owned by me, including beneficial interests in any trust and leasehold interests, and related improvements, equipment and supplies, alone or with others, by general or limited partnerships, limited liability companies, trust agreements, joint ventures, corporations, associations, sharecrop agreements, leases, management or agency agreements, participation in government programs or otherwise.

In regard to any real or personal property of any kind whatsoever:

Specifically, to buy or sell <u>any</u> property on my behalf and to sign any and all real estate documents, including, but not limited to, listing agreements, sales and purchase contracts, title documentation from any title company, and any and all forms or other paperwork and documentation needed by any agent, broker, title company, mortgage company, state or local agency in order to accomplish a purchase or sale.

- 5. To borrow money at interest rates then prevailing from any individual, bank or other source, and mortgage or pledge any property to any lender, including my attorney individually.
- 6. To determine my place of residence from time to time, to pay my ordinary household expenses, to arrange for and pay the costs of medical, dental, nursing, hospital, convalescent and other health care and treatment, including admission to hospitals, nursing homes, rest homes or other

care facilities or institutions; to consent to treatment, and to make application for insurance, pension or employee benefits related to such health care and treatment, including, but not limited to, benefits under Social Security, Medicare and Medicaid; to obtain on my behalf copies of medical reports, summaries or other related information concerning me, made or taken before or after the date of this instrument, including, but not limited to, records and/or communications, and to execute any written consents on my behalf for the disclosure of such records and communications under any provisions or act, referred to or defined by federal statute, statutes of any state of the United States or ordinances, rules or requirements of any local governmental municipality, authority or agency.

- 7. To demand, sue for, receive and otherwise take steps to collect or recover all debts, rents, proceeds, interest, dividends, annuities, securities for money, goods, chattels, bequests, income from property, damages and all other property to which I may be entitled or which are or may become due me from any person or organization; to commence, prosecute or enforce, or to defend, answer or oppose, contest and abandon all legal proceedings in which I am or may hereafter be interested; and to settle, compromise or submit to arbitration any accounts, debts, claims, disputes and matters now existing or which may hereafter arise between me and any other person or organization and to grant an extension of time for the payment or satisfaction thereof on any terms, with or without security. To hire, on my behalf, a separate attorney to prepare an estate plan for me and to manage that estate plan.
- 8. To continue to carry, purchase, cancel or dispose of fire, casualty, property or income protection, medical, hospital, life, liability or other insurance and to pay any premiums thereon.
- 9. To sell and dispose of, as my attorney shall deem appropriate, by private sale or otherwise, any real estate, any shares of stock I now hold or may hereafter hold in any corporation, and any bonds or securities of the United States, any state, or any municipal corporations or private company, and to receive the consideration from the sale thereof, and for me and in my name to execute such transfers or assignments as shall be necessary to assign my said shares, bonds or securities to the purchaser or purchasers, and to pay any and all reasonable charges in connection with the handling of my securities.
- 10. To exercise in person or by general or limited proxy all voting and other rights, powers and privileges and to take all steps to realize all benefits with respect to limited liability company membership interests and powers as a managing member of any LLC, Limit Partnership, or Trust or trustee; for all Corporation powers as an executive, corporation stock voting rights, any other securities including the power to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations or other changes in the financial structure of any corporation.
- 11. To retain, continue, operate, manage, organize, acquire, invest in, terminate and dispose of, alone or with others, proprietorships, corporations, limited or general partnerships, limited liability companies, joint ventures, land trusts and other business or property holding organizations under the laws of any jurisdiction; to lease, sell, purchase or otherwise transfer any property to or from, make further investments in or advance or loan funds to, with or without security, and incur obligations on account of or for the benefit of, any such organization; and to employ any persons for such purposes and delegate to them such powers and discretion as my attorney considers advisable.
- 12. To undertake performance of any and all acts, whether or not otherwise specifically enumerated herein, including the sale of any property or the borrowing of any funds, which my attorney considers necessary or appropriate in order to purchase United States Treasury Bonds

redeemable at par in payment of federal estate taxes; provided, however, that nothing herein shall be construed as requiring my attorney to acquire any such bonds.

- 13. To appear and represent me in regard to and to take all actions convenient or appropriate in connection with taxes imposed by any municipal, state, United States or foreign authority or government relating to any tax liability or refund, abatement or credit (including interest or penalties) due or alleged to be due from or to me or any other person or organization, association or trust for which I am responsible for the preparation, signing, executing, verifying, acknowledging or paying of any tax due or filing of a return or report; and for such purposes to inspect or receive copies of any tax returns filed by or for me, reports, or other papers or documents, compromises, or adjustments of any and all claims, and to execute Internal Revenue Service Form 2848 and any other forms required by the Internal Revenue Service or any other governmental agency from time to time in regard to the granting of powers of attorney, and to name my attorney or any other person as my attorney thereunder.
- 14. To prepare, draw, make, sign, execute, seal, acknowledge, verify, discount, accept, endorse, with or without recourse on me, waive demand, notice and notice of protest, file and deliver on my behalf, any and all checks, options, orders, notes, drafts, overdrafts, certificates of deposit, bills of exchange, deeds, directions to land trustees, mortgages, leases, powers of sale, bonds (of indemnity or otherwise) and contracts, transfers, assignments, proxies, agreements, receipts, releases, release deeds, composition agreements, discharges, income or personal or intangible property or gift or other tax returns, estimates, declarations, certificates, schedules, statements, claims of abatement, refund or credit, protests, requests, (including requests for rulings from proper authorities), applications, waivers (including waiver of restrictions on the assessment or collection of any deficiency or additional tax), acceptances (including acceptance of any determination or proposed determination of additional tax or over-assessment or overpayment of tax, including interest and penalties), consents or waivers or agreements for a later determination and assessment and collection of taxes than is provided by applicable statutes of limitations, closing agreements (whether in respect of a tax liability or a specific matter or otherwise), petitions, pleadings, motions, stipulations, consents and any other papers, documents or writings or things, with or without guarantees, surety obligations, covenants, warranties, indemnifications, representations, powers of substitution, affirmations or otherwise.
- 15. To appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, agents, servants or other persons, including their agents and associates, and to dismiss or discharge the same and to appoint or employ any others in their stead as my true and lawful attorneys, to appear and represent me as to all matters covered by this power of attorney, or for any other purpose, including, but not limited to, appearances before the Treasury Department of the United States, the Tax Court of the United States, the United States Court of Claims, or any other court of the United States or the District of Columbia, or any state, municipal or foreign court, and any department or official of the United States government or any state, municipal or foreign government, with full power and authority to such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described above, and to substitute attorneys and agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate and revoke the authority so granted to them.
- 16. To pay, as my attorney shall think fit, any debts or interest payable by me, or taxes, assessments and expenses due and payable or to become due and payable for my use and benefit or for the use and benefit of any person whom I have a legal obligation to support.

- 17. To transfer, assign and convey any property or interest in property which I may own to any trust of which I am a beneficiary and under the terms of which I expressly have the power, exercisable alone or with others, to amend or revoke such trust, whether such trust was created before or after the execution of this power of attorney.
- 18. To make such gifts as I have regularly made to charitable organizations described in Section 170(c) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws, and to make gifts to persons (other than my attorney), or for their benefit, as I have regularly made, plus such amounts to my descendants (other than my attorney) as to which my spouse and I may claim a federal gift tax annual exclusion.
- 19. To communicate and negotiate with all creditors and credit-reporting agencies on my behalf.
- 20. Finally (without prejudice to and in enlargement of the authority above conferred) to execute each and every instrument, undertake each and every obligation, and to take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise in respect thereto as full and complete power and discretion as I myself might or could do.

The powers and authority granted herein shall not be affected, impaired or exhausted by any non-exercise thereof or by any one or more exercises thereof. My attorney shall exercise or fail to exercise the powers and authorities granted herein in each case as my attorney, in my attorney's own absolute discretion, deems desirable or appropriate under existing circumstances. I hereby ratify and confirm as good and effectual, at law or in equity, all that my attorney, and any agents and attorneys appointed by my attorney, and their agents, associates and substitutes, may do by virtue hereof. However, despite the above provisions, nothing herein shall be construed as imposing a duty on my attorney to act or assume responsibility for any matters referred to above or other matters, even though my attorney may have power or authority hereunder to do so.

If any power or authority hereby sought to be conferred upon my attorney should be invalid or unexercisable for any cause or not recognized by any person or organization dealing with my attorney, the remaining powers and authorities given to my attorney hereunder shall nevertheless continue in full force and effect.

This power of attorney shall remain in full force and effect and shall not be affected by subsequent disability or incapacity of the principal or lapse of time, it being my intent that the power granted herein shall continue without interruption until my death unless previously revoked by me or otherwise as provided by law. Any person dealing with my attorney may rely without inquiry upon his certification that this power of attorney has not been revoked by presentment of this document.

I expressly agree that all acts done hereunder in good faith by my attorney, prior to the receipt by my attorney or by any party with whom my attorney has dealt pursuant to this power of attorney of actual notice of revocation of this authority, whether by my death or otherwise, shall be binding upon me and upon my heirs and legal representatives.

No person relying upon this power of attorney in good faith and without actual notice of revocation of this authority shall incur any liability to me or my estate as a result of permitting my attorney to exercise any power or discretion on my behalf granted herein, nor shall any person dealing with my attorney be required to see to the application and disposition of any monies, stocks,

bonds, securities or other property paid to or delivered to my attorney, or my attorney's substitute, pursuant to the provisions hereof.

This power of attorney shall be governed by the laws of the State of Arizona and shall be effective from and after the date of execution hereof.

Reproductions of this executed original shall be deemed to be original counterparts of this power of attorney.

ALL SIGNATURES ON FOLLING THREE (3) PAGES

## L. PRINCIPLE SIGNATURE AND NOTARY SIGNATURE AND SEAL

I, GERALD ROMINE of Mesa, Arizona, the principal, sign my name to this power of attorney this 2 day of April, 20 f, and being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney and that I sign it willingly, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence of any kind.				
Principle Signature→				
Print Name: Gerald Reaine				
STATE OF ARIZONA ) COUNTY OF MARICOPA )				
On the ZZ day of Apr. 206 personally appeared GERALD ROMINE, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same as his free and voluntary act and deed.				
Notary Signature →				
My Commission Expires:  (Seal) /0-/0-2017  II. WITNESSES SIGNATURE AND NOTARY SIGNATURE AND SEAL				
WITNESS #1				
L, atrina luly, a witness, sign my name to the foregoing power of attorney being first duly sworn and do declare to the undersigned notary authority that the principal, GERALD ROMINE, whom I personally know, signed and executed this instrument as her power of attorney willingly, and that I, in the presence and hearing of the principal, GERALD ROMINE, also sign this power of attorney as a witness to GERALD ROMINE signing and that to the best of my knowledge the principal, GERALD ROMINE, is eighteen years of age or older, of sound mind and under no constraint and under no undue influence or duress.				
Witness Signature Print Name: Katcas New S				
STATE OF ARIZONA ) COUNTY OF MARICOPA )				
Subscribed, sworn to and acknowledged before me by Aring Puss , a witness to the signing of this instrument by GERALD ROMINE, this 22 day of 2016.				

Notary Signature → Notary Public

My Commission Expires: 10-10-20, 7 (Seal)	
OFFICIAL SEAL JIM OGDEN HOTARY PUSLIC - State of Arcona MARICOPA COUNTY My Corvin. Expires October 10, 2017	
WITNESS #2	
being first duly sworn and do declare to the GERALD ROMINE, whom I personally know, so fattorney willingly, and that I, in the presence a also sign this power of attorney as a witness to G	sign my name to the foregoing power of attorney undersigned notary authority that the principal, signed and executed this instrument as her power and hearing of the principal, GERALD ROMINE, ERALD ROMINE signing and that to the best of
my knowledge the principal, GERALD ROMINE and under no constraint and under no undue influe	E, is eighteen years of age or older, of sound mind ence or duress.
Witness Signature→	Print Name: LAUREL HINES
STATE OF ARIZONA COUNTY OF MARICOPA	)
Subscribed, sworn to and LAUREL HINES, a witness ROMINE, this 22 day of April	acknowledged before me by to the signing of this instrument by GERALD20/6.
Notary Signature →	Notary Public
My Commission Expires: 16-10-2017 (Seal) OFFICIAL SEAL	
(Sear) OFFICIAL SEAL	

## III. CONSENT TO APPOINTMENT BY PRINCIPLE'S POWER OF ATTORNEY

I, JOE DOBBINS, hereby consent to serve as GERALD ROMINE'S, the Principal's, true and lawful agent and attorney as provided above.

Dated this 22 day of Attorney Signature > Print Name:

STATE OF ARIZONA	)
COUNTY OF MARICOPA	) SS )
Subscribed, sworn to and acknowled GERALD ROMINE'S power of attorney, this	ged before me by JOE DOBBINS, Principle Zzday of
Notary Signature →	Notary Public
My Commission Expires: /0-/0-2017 (Seal)  OFFICIAL SEAL JIM OGDEN MARICOPA COUNTY My Cortn. Expires October 10, 2017	