

**RECORDING COVER SHEET**

ORS 205.234

This cover sheet has been prepared by:

**2021-001368****Klamath County, Oregon****01/29/2021 10:39:01 AM****Fee: \$107.00**

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

Reference: 425573am

Please print or type information.

**1. AFTER RECORDING RETURN TO –**

Required by ORS 205.180(4) &amp; 205.238:

Name: Cascade Title CompanyAddress: 811 Willamette St.City, ST Zip: Eugene, OR 97401**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):** Financial Durable 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:** John P. Roden**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:** Gerald C. Clemens**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:

**\$** 0**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

## FINANCIAL DURABLE POWER OF ATTORNEY

1. Designation. The undersigned individual, **JOHN P. RODEN** (the "Principal"), residing in King County, Washington, revokes all *non-health care* power of attorney documents previously signed by the Principal and designates **GERALD C. CLEMENS** as the Principal's attorney-in-fact for the purposes set forth herein. If **GERALD C. CLEMENS** declines, fails or cannot act as the Principal's attorney-in-fact, the Principal designates **CINDY R. GOODLOE** and **LISA A. RODEN CLEMENS** as the Principal's co-attorneys-in-fact. If **CINDY R. GOODLOE** or **LISA A. RODEN CLEMENS** is unable or unwilling to serve as attorney-in-fact, the able and willing person will serve as the Principal's sole attorney-in-fact. A written declination/resignation by, or a death certificate of, an attorney-in-fact will serve as conclusive evidence of the successor attorney-in-fact's authority to act.

2. Effectiveness; Duration. This Power of Attorney is effective immediately, will not be affected by the disability or incompetence of the Principal, and will continue until revoked or terminated under paragraph 5, notwithstanding any uncertainty as to whether the Principal is dead or alive.

3. Powers. The attorney-in-fact will have the powers of an absolute owner over the assets and liabilities of the Principal, whether real or personal and whether located within or without the State of Washington. These powers include, without limitation, the power and authority to do the following:

3.1 Real Property. Purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.

3.2 Personal Property. Purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.

3.3 Financial Accounts. Deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions and securities dealers). This shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts, and to make deposits, transfers, and withdrawals regarding all such accounts.

3.4 Securities. Sell, exchange or otherwise transfer title to the Principal's stocks, bonds, or other securities.

3.5 Moneys Due. Request, demand, recover, collect, endorse and receive all moneys, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.

3.6 Business Interests. Conduct or participate in any lawful business of whatever nature; to execute partnership agreements and amendments thereto; to incorporate,

reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

3.7 Claims Against Principal. Pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, use any of the Principal's funds or other assets or use funds or other assets of the attorney-in-fact and obtain reimbursement out of the Principal's funds or other assets.

3.8 Legal Proceedings. Participate in any legal action in the name of the Principal or otherwise. This shall include (a) actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceeding for equitable or injunctive relief; and (b) legal proceedings in connection with the authority granted in this instrument.

3.9 Written Instruments. Sign, seal, execute, deliver and acknowledge all written instruments and do and perform each act and thing which may be necessary or proper in exercising the powers and authority granted to the attorney-in-fact as fully as the Principal could do if present.

3.10 Safe Deposit Box. Enter any safe deposit box in which the Principal has a right of access and/or terminate any such safe deposit box account. Any institution in which any such safe deposit box may be located shall incur no liability to the Principal or the Principal's estate as a result of permitting the Principal's attorney-in-fact to exercise this power.

3.11 Tax Powers. Prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns regarding gifts made by me for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election; to prepare, sign and file any claims for refund of any tax; to receive and endorse refund checks; to receive confidential information from any taxing authorities and to perform all acts that the Principal could perform before any taxing authorities on any tax matters involving the Principal for any taxable period or years including completing and executing Internal Revenue Service Form 2848 (or any similar form granting authority to act for the Principal); to sign any compromise and settlement agreements regarding any disputed tax matters; and to delegate the authority and tax powers granted in this paragraph to other individuals or entities.

3.12 Transfer to Trust. Make transfers of the Principal's property, both real and personal, to any trust created by the Principal of which the Principal is a primary beneficiary during the Principal's life.

3.13 Gifts. Make gifts, whether outright or in trust, to the Principal's descendants and spouses of such descendants, under any pattern of making gifts to such persons which the Principal has established *or planned to establish*, or in such amounts as the attorney-in-fact determines are appropriate, even if such gift(s) exceed the federal annual exclusion amount, provided, however, such gifts must be in the best interests (e.g., to reduce estate/death transfer

taxes) of the Principal and those interested in the Principal's estate, such determination to be made in the attorney-in-fact's sole discretion; make gifts to or for the benefit of one or more charitable organizations consistent with the Principal's previous gifts to charitable organizations. The Principal's attorney-in-fact may, for the purpose of making gifts on the Principal's behalf as described herein, make withdrawals from any trust over which the Principal has a right of revocation or withdrawal.

3.14 529 Accounts. If the Principal is the account owner or responsible person (the "account owner") for a 529 Account, or if the Principal's attorney-in-fact is the account owner of a 529 Account to which the Principal or the Principal's attorney-in-fact on the Principal's behalf has made gifts, to exercise all rights granted to an account owner of a 529 Account, including the right to direct a qualified or nonqualified withdrawal, to change the beneficiary, provided the new beneficiary of the account or plan is: one of the Principal's descendants; the spouse of one of the Principal's descendants; or a sibling or cousin of the old beneficiary, and to change the account owner, but only upon the death or permanent incapacity of the account owner and provided the new account owner is the Principal's spouse, one of the Principal's descendants, the spouse of one of the Principal's descendants, the beneficiary, a sibling, parent or guardian of the beneficiary, or the trustee of a trust in which the beneficiary is a beneficiary. If the governing rules for a 529 Account permit the Principal to designate an account owner if the Principal's incapacity occurs, the Principal's attorney-in-fact will have no power over such 529 Account while a successor account owner so designated is acting.

3.15 Governmental Medical Assistance. Make transfers of the Principal's property, including but not limited to transfers to the Principal's spouse and gifts to the Principal's children, for the purpose of qualifying the Principal for governmental medical assistance to the full extent provided by law should there be a need for medical care or to preserve for the Principal's spouse the maximum property allowed under law if an application has been made for governmental medical assistance for the Principal. Any transfers made under this paragraph will be deemed not to be a breach of fiduciary duty by the attorney-in-fact.

3.16 Motor Vehicles. Apply for a certificate of title upon, and endorse and assign or transfer title to, any motor vehicle; and to represent in such assignment or transfer of title that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such assignment or transfer of title.

3.17 Disclaimer. Disclaim, in whole or in part, any interest in property, whether outright, in trust, or otherwise, so long as in the attorney-in-fact's sole discretion, such disclaimer would not be detrimental to the best interests of the Principal, and would be in the best interests of those interested in the estate of the Principal and of those who would take because of any such disclaimer.

3.18 Community Property Agreement. Make, amend, alter or revoke any community property agreement, agreement as to status of property, or other document of similar import entered into by the Principal and their spouse.

3.19 Digital Assets. Pursuant to RCW 11.120 "Uniform Fiduciary Access to Digital Assets Act," access and change *all* logons, user names, passwords, and security settings and create, merge terminate and liquidate accounts and services, and take any other action regarding all digital or internet accounts and devices on behalf of the Principal, including, without limitation, financial institution accounts, credit card accounts, debit card account, internet stores, email and other electronic communication accounts as defined in RCW 11.120, social-networking accounts, domain names, computers (including smart phones, tablet computers, e-readers and all other devices), web pages, blogs and any other digital accounts and information belonging to the Principal.

4. Limitations on Powers. Notwithstanding the foregoing, the attorney-in-fact shall not have authority to make, amend, alter, revoke or change any life insurance policy, employee benefit, or testamentary disposition of the Principal's property or to exercise any power of appointment. This limitation shall not affect the authority of the attorney-in-fact to disclaim an interest. Notwithstanding any provisions to the contrary, or seemingly to the contrary, any right or power exercisable by the attorney-in-fact which would otherwise constitute a general power of appointment in the attorney-in-fact under Internal Revenue Code Sections 2040 or 2514 and the regulations thereunder, may, to the extent exercised in favor of the attorney-in-fact, only be exercised for the attorney-in-fact's health, maintenance, support and education.

5. Suspension and Termination of Effectiveness. If I am married and my spouse is named as my attorney-in-fact under this instrument, the designation of my spouse will be deemed revoked upon filing a petition for legal separation or dissolution of our marriage. In addition, the effectiveness of this power of attorney will be suspended or terminated when the attorney-in-fact receives any of the following:

5.1 A copy of a written instrument revoking or suspending the durable power of attorney, signed by: (a) the Principal; or (b) the duly appointed guardian of the estate of the Principal, but only after court approval of such revocation or suspension; or

5.2 Actual knowledge or receipt of written notice of the death of the Principal;  
or

5.3 A copy of a subsequently signed power of attorney revoking all powers of attorney previously signed by the Principal.

6. Accounting. Upon request of the Principal or the Guardian of the Estate of the Principal or the personal representative of the Principal's estate, the attorney-in-fact must account for all actions taken by the attorney-in-fact for or on behalf of the Principal.

7. Reliance. The attorney-in-fact and all persons dealing with the attorney-in-fact may rely upon this power of attorney if neither the attorney-in-fact nor any person with whom the attorney-in-fact was dealing during any action taken under this power of attorney, actually knew of any revocation, suspension or termination of this power of attorney by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable, will bind the heirs and personal representative of the Principal. If the Principal appointed *co*-attorneys-in-fact in paragraph 1

above, a person may rely on the signature and authority of one of the co-attorneys-in-fact unless this power of attorney specifically requires the signatures of both co-attorneys-in-fact, or otherwise requires that actions by the co-attorneys-in-fact be by unanimous consent.

8. Revocation of Prior Power of Attorney. The Principal revokes any other general or financial durable power of attorney which the Principal may have previously executed.

9. Indemnity. The estate of the Principal will hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the Principal.

10. Compensation. The attorney-in-fact will be reimbursed for all costs and expenses reasonably incurred in connection with their services on the Principal's behalf and the attorney-in-fact may receive reasonable compensation for services rendered on the Principal's behalf under this Power of Attorney.

11. Reliance on Photocopy Hereof. Third parties may rely upon a photocopy of the signed original hereof, as opposed to a certified copy of the same.

12. Applicable Law. The laws of the State of Washington will govern this Power Of Attorney.

Dated this 15<sup>th</sup> day of January 2019.


  
\_\_\_\_\_  
JOHN P. RODEN

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

ON THIS DAY before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JOHN P. RODEN** known to me to be the individual who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN MY HAND and official seal this 15<sup>th</sup> day of January, 2019.



  
\_\_\_\_\_  
STUART SCARFF  
NOTARY PUBLIC in and for the State of  
Washington residing at Mercer Island, WA  
My commission expires November 9, 2019