

**2021-008811**

**Klamath County, Oregon**

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**RECORDING COVER SHEET**

After Recording Return to:  
Tammy M. Dentinger, Agent  
1011 Commercial St. NE  
Salem, OR 97301-1049

Document Title: Durable Power of Attorney; Dean H. Cherry  
DPOA Agents: Cindy E. Cherry and Tammy M. Dentinger  
Document Date: March 15, 2012  
Document Pages: Six (6)

County of Record: Klamath County, Oregon

## **DURABLE POWER OF ATTORNEY**

I, **Dean H. Cherry** of Klamath Falls, Oregon, do hereby revoke all prior Durable Powers of Attorney and appoint **Cindy E. Cherry and Tammy M. Dentinger** my Agents and attorneys-in-fact ("my Agent"). The term "my Agent" in this power of attorney shall include any alternate agent who is authorized to act under this paragraph. My Agent shall have power and authority to:

1. **Support.** Make expenditures for my health, education, support, maintenance, and general welfare.
2. **Manage and Dispose of Assets.** Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange or otherwise dispose of any of my real or personal property or any interest in property, in any manner and on any terms my Agent considers to be in my best interests.
3. **Checks and Notes.** Receive, endorse, sign, sell, discount, deliver and deposit checks, drafts, notes and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the state of Oregon or any other state or governmental entity.
4. **Financial Institutions.** Enter into any transaction with and contract for any services rendered by a financial institution, including continuing, modifying or terminating existing accounts; opening new accounts; drawing, endorsing or depositing checks, drafts and other negotiable instruments; acquiring and transferring certificates of deposit; withdrawing funds deposited in my name alone or in my name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks, commercial banks, savings and loan associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms and other similar institutions.
5. **Investments and Securities Transactions.** Invest and reinvest in common or preferred stocks, bonds, mutual funds, common trust funds, money market accounts, secured and unsecured obligations, mortgages and other real or personal property; engage in investment transactions with any financial institution; and hold my securities in the name of my Agent's nominee or in unregistered form.
6. **Insurance and Annuity Contracts.** Purchase, maintain, modify, renew, convert, exchange, borrow against, surrender cancel and collect or select payment options under any insurance or annuity contract. This power shall extend to any insurance I own on the life of my Agent. Any receipt, release or other instrument executed by my Agent in connection with any insurance or annuity contract shall be binding and conclusive upon all persons.
7. **Business Interests.** Continue, participate in, sell, reorganize or liquidate any business or other enterprise owned by me, either alone or with any other person or persons.
8. **Voting.** Appear and vote for me in person or by proxy at any corporate or other meeting.

9. **Flower Bonds.** Purchase U.S. Treasury bonds redeemable at par in payment of federal estate tax, and borrow funds and pledge the bonds as collateral to make the purchase.

10. **Retirement Plans.** Establish, modify, contribute to, select payment options under, make elections under, receive payments from, make rollovers to and take any other steps I might take with respect to IRA accounts and other retirement plans.

11. **Credit Cards.** Cancel or continue my credit cards and charge accounts, use my credit cards to make purchases and sign charge slips on my behalf.

12. **Collections.** Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.

13. **Debts.** Pay my debts and other obligations.

14. **Litigation.** Sue upon, defend, compromise or submit to arbitration any controversies in which I may be interested; and act in my name in connection with any complaint, proceeding or suit.

15. **Borrowing.** Borrow in any manner and on any terms my Agent considers to be in my best interests (including borrowing from my Agent's own funds), and give security for repayment.

16. **Lending.** Lend funds to any person (including my Agent), provided that the loan is adequately secured and bears a reasonable rate of interest.

17. **Taxes and Assessments.** Pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue or any other taxing authority; receive confidential information from any taxing authority; prepare, sign and file federal, state, and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll and property tax matters; execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements and other documents related to my tax liability; make any elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.

18. **Government Benefits.** Perform any act necessary or desirable (including acting as representative payee) in order for me to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans' and workers' compensation benefits.

19. **Disclaimer.** Disclaim any property, interest in property or power to which I may be entitled, except where an interest passes to my Agent as a result of the disclaimer; and take all steps required to make the disclaimer effective under state and federal laws, including Section 2518 of the Internal Revenue Code or any successor statute. In deciding whether to disclaim, my

Agent shall consider the effect of disclaimer on taxes that may be payable, on qualification for government benefits and on my existing estate plan.

20. **Elective Share Rights.** Exercise any right to claim an elective share in any estate or under any Will.

21. **Fiduciary Positions.** Resign from or renounce on my behalf fiduciary positions, including personal representative, trustee, conservator, guardian, attorney-in-fact and officer or director of a corporation; and discharge me from further responsibility by filing accountings with a court or settling by formal or informal methods.

22. **Safe Deposit Box.** Have access to and make deposits to or withdrawals from any safe deposit box rented in my name alone or in my name and the name of any other person or persons.

23. **Mail.** Redirect my mail.

24. **Custody of Documents.** Take custody of important documents, including any Will, trust agreements, deeds, life insurance policies and contracts.

25. **Employees and Advisors.** Employ, compensate and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others to render services to me or for my benefit.

26. **Waiver of Privileges.** Waive any attorney-client, physician-patient or other professional privilege which would otherwise protect me against the disclosure of confidential information, in order to obtain information from the professional.

27. **Waiver Under HIPAA.** To obtain individually identifiable health information from my physician or other health care provider, by signing whatever receipt or other authorization may be required by my physician or other health care provider, as though I had signed that release or other authorization by my own hand. Under the terms of the Health Insurance Portability and Accountability Act (HIPAA), my agent is prohibited from using or disclosing individually identifiable health information for any purpose other than to ensure my continued medical and mental health care and treatment. "Individually identifiable health information" means information that identifies an individual or that could be used to identify an individual; that has been collected from an individual and created or received by a health care provider, health plan, employer or health care clearinghouse; and that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual.

28. **Nomination of Guardian and Conservator.** To the extent permitted by state law, I nominate my Agent to act as my guardian and conservator if I become incapacitated. If my Agent is unable or unwilling to act as my guardian or conservator, I nominate **Cindy E. Cherry** or **Tammy M. Dentinger** to act as my guardian or conservator

29. **Compensation of My Agent.** Compensate my Agent for the reasonable value of my Agent's financial management services while acting under this power of attorney.

30. **Gifts.** Make gifts and consent to split gifts on my behalf, whether outright, in trust or in custodianship, to or for the benefit of my descendants. Gifts made under this paragraph shall be limited to the amount eligible for exclusion from taxable gifts under Section 2503 of the Internal Revenue Code or any successor statute.

30.1. The power granted under this paragraph shall include the power, limited to a maximum of \$5,000 aggregate per calendar year, to make gifts to or for the benefit of my Agent, my Agent's estate, my Agent's creditors, the creditors of my Agent's estate, or any person whom my Agent has a legal duty to support.

30.2. Gifts made under this paragraph shall be consistent with my existing estate plan to the extent reasonably possible and with the reduction or elimination of estate and inheritance taxes payable by reason of my death.

30.3. My Agent shall have the power to make withdrawals from my revocable living trust for the purpose of making gifts authorized under this paragraph.

31. **Beneficiary Designations.** Designate or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts and any other assets, provided that any beneficiary designation shall be consistent with my existing estate plan to the extent reasonably possible. This power includes the power to designate my Agent as a beneficiary.

32. **Substitution and Delegation.** Appoint and substitute for my Agent any nominee or agent to exercise the powers granted in this instrument and revoke the appointment or substitution at any time.

33. **Perform Other Acts to Carry Out the Powers Granted.** Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed pursuant to this power of attorney.

34. **Third Party Reliance.** Third parties who rely in good faith on the authority of my Agent under this power of attorney shall not be liable to me, to my estate or to my heirs, successors or assigns. Third parties without actual notice of revocation may conclusively rely on the continued validity of this power of attorney. If requested, my Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has not been revoked, (3) my Agent continues to serve as attorney-in-fact under the power of attorney and (4) my Agent is acting within the scope of authority granted under the power of attorney. My Agent may sue or pursue other action against any third party who refuses to honor this power of attorney after such an affidavit or certificate has been provided.

35. **Durability.** The powers granted to my Agent under this power of attorney shall continue to be exercisable even though I have become disabled or incompetent.

36. **No Third-Party Beneficiaries.** I acknowledge that the services provided to me and on my behalf relating to this document are personal to me. My agents, conservators, trustees, heirs and beneficiaries are not now, nor are they intended to become, third-party beneficiaries of the services performed by my attorneys on my behalf.

37. **Governing Law.** The validity and construction of this power of attorney shall be determined under Oregon law.

I have signed this power of attorney this 15<sup>th</sup> day of MARCH, 2012 D.C.  
~~May, 2009.~~

Dean H. Cherry  
Dean H. Cherry

STATE OF OREGON )  
 ) ss.  
County of KIAMATH )

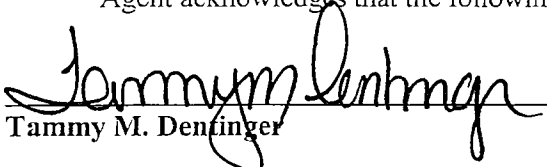
On this 15<sup>th</sup> day of MARCH, 2012, before me personally appeared **Dean H. Cherry** and acknowledged to me that he executed this power of attorney freely and voluntarily.



Carol S. Hubbard  
Notary Public for Oregon  
My commission expires: 12-29-2014

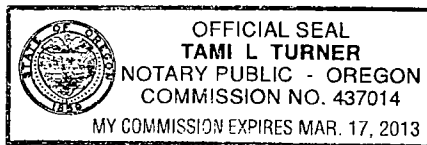
SIGNATURE OF AGENT

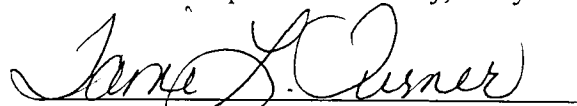
Agent acknowledges that the following is Agent signature:

  
Tammy M. Dentinger

STATE OF OREGON )  
County of Marion ) ss.

On this 20th day of March, 2012, **Tammy M. Dentinger** personally appeared before me and acknowledged to me that she executed this power of attorney, freely and voluntarily, as the above-named Agent.



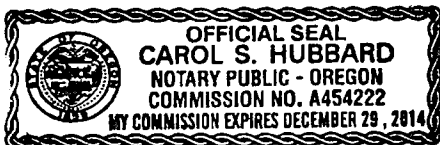
  
Notary Public for Oregon  
My commission expires: 3-17-13

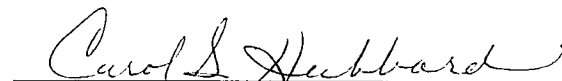
Agent acknowledges that the following is Agent signature:

  
Cindy E. Cherry

STATE OF OREGON )  
County of CLATSOP ) ss.

On this 15th day of MARCH, 2012, **Cindy E. Cherry** personally appeared before me and acknowledged to me that she executed this power of attorney, freely and voluntarily, as the above-named Agent.



  
Notary Public for Oregon  
My commission expires: 12-29-2014