

After recording please mail to:
Community Development Department
City of Newport
169 SW Coast Hwy
Newport, OR 97365

3460
Lincoln County, Oregon
03/28/2023 02:37:23 PM
DOC-WVR/REM
\$10.00 \$11.00 \$60.00 \$10.00 \$7.00 - Total = \$98.00

2023-01849

Cnt=1 Pgs=2 Stn=12



00227582202300018490020024

I, Amy A Southwell, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Amy A Southwell, Lincoln County Clerk



LAND IMPROVEMENT WAIVER OF REMONSTRANCE

THIS AGREEMENT, is between the City of Newport ("City") and John Mathioudakis ("Owner").

RECITALS

- A. Owner desires to construct improvements on the property that is currently identified as Tax Lot 5504 of Assessor's Map 11-11-05-BD; and further described as:

OCEANVIEW, BLOCK 31, LOT 9-10 & PTN 8, DOC201002465

The property described in this section will be referred to as the "Property."

- B. Pursuant to Newport Municipal Code (NMC) Chapter 14.44.050(B), a non-remonstrance agreement for street, sidewalk, and storm water improvements is required to be executed as part of the building permit process for the Property.

TERMS OF AGREEMENT

1. This Agreement is a covenant running with the Property and binding on Owner and Owner's successors in interest. This Agreement affects the title to and the rights to possession of the Property. All of the terms, conditions, requirements, obligations and agreements in this document (the "requirements") shall run with the land and shall be binding upon, and inure to the benefit of, Owners and their successors in interest, including all future owners of any portion of the Property.

2. Owner will participate in any local improvement district or districts formed for the construction of street, sidewalk, and storm water improvements that the subject parcel would be part of.

3. The City Engineer may commence proceedings for a local improvement district or districts as authorized by Newport Municipal Code Chapter 12.05.

4. Owner's execution of this agreement shall be equivalent to the submission of a petition to form a local improvement district and shall constitute a waiver of any right to remonstrate against the formation of the local improvement district. However, nothing herein contained is intended to limit the right of Owner to contest, in the manner provided by law, the formula or method by which such costs are allocated to benefited properties.

DATED this 3 day of March, 2023

(signatures on following page)

CITY OF NEWPORT

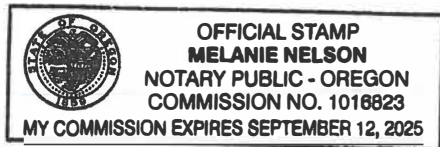
By: Spencer Nebel
City Manager

OWNER(S)

John Mathioudakis
John Mathioudakis

STATE OF OREGON)
County of Lincoln) ss.

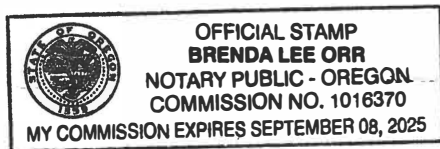
This instrument was acknowledged before me on 3, March, 2023 by Spencer Nebel,
as City Manager for the City of Newport.



Melanie Nelson
Notary Public – State of Oregon

STATE OF Oregon)
County of Lincoln) ss.

This instrument was acknowledged before me on March 24th, 2023 by John
Mathioudakis, owner.



Brenda Lee Orr
Notary Public – State of Oregon

After recording please mail to:
Community Development Department
City of Newport
169 SW Coast Hwy
Newport, OR 97365

Lincoln County, Oregon
03/27/2023 08:36:33 AM
DOC-WVR/REM
\$95.00 \$11.00 \$60.00 \$10.00 \$7.00 - Total = \$183.00

2023-01789

Cnt=1 Pgs=19 Stn=10



00227498202300017890190190

I, Amy A Southwell, County Clerk, do hereby certify
that the within instrument was recorded in the Lincoln
County Book of Records on the above date and time.
WITNESS my hand and seal of said office affixed.

Amy A Southwell, Lincoln County Clerk



LAND IMPROVEMENT WAIVER OF REMONSTRANCE

THIS AGREEMENT, is between the City of Newport ("City") and David Clark, authorized agent for South Beach Business Park, LLC ("Owner").

RECITALS

- A. Owner desires to construct improvements on the property that is currently identified as Tax Lot 700 of Assessor's Map 11-11-17-DC; and further described as:

HARBORTON, BLOCK M, LOT 3 & PTNS OF 2 & 4, DOC201812597

The property described in this section will be referred to as the "Property."

- B. Pursuant to Newport Municipal Code (NMC) Chapter 14.44.050(B), a non-remonstrance agreement for sidewalk improvements along SE Ash Street is required to be executed as part of the building permit process for the Property.

TERMS OF AGREEMENT

1. This Agreement is a covenant running with the Property and binding on Owner and Owner's successors in interest. This Agreement affects the title to and the rights to possession of the Property. All of the terms, conditions, requirements, obligations and agreements in this document (the "requirements") shall run with the land and shall be binding upon, and inure to the benefit of, Owners and their successors in interest, including all future owners of any portion of the Property.
2. Owner will participate in any local improvement district or districts formed for the construction of sidewalks that the subject parcel would be part of.
3. The City Engineer may commence proceedings for a local improvement district or districts as authorized by Newport Municipal Code Chapter 12.05.
4. Owner's execution of this agreement shall be equivalent to the submission of a petition to form a local improvement district and shall constitute a waiver of any right to remonstrate against the formation of the local improvement district. However, nothing herein contained is intended to limit the right of Owner to contest, in the manner provided by law, the formula or method by which such costs are allocated to benefited properties.

DATED this 24th day of March, 2023

(signatures on following page)

CITY OF NEWPORT

Spencer Nebel
By: Spencer Nebel
City Manager

OWNER

Austin Clark
Austin Clark as Power of Attorney for
David Clark, Authorized Agent
South Beach Business Park, LLC

STATE OF OREGON)
) ss.
County of Lincoln)

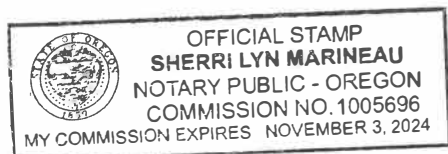
This instrument was acknowledged before me on March 24, 20 23 by Spencer Nebel,
as City Manager for the City of Newport.



Melanie Nelson
Notary Public – State of Oregon

STATE OF Oregon)
) ss.
County of Lincoln)

This instrument was acknowledged before me on March 24, 20 23 by Austin Clark as
Power of Attorney for David Clark, authorized agent of South Beach Business Park, LLC, owner.



Sherri Lyn Marineau
Notary Public – State of Oregon

General Durable Power of Attorney of David Clark

I, David Clark, also known as David R. Clark, of Bend, Oregon, am creating a Durable Power of Attorney under the laws of the State of Oregon. I revoke all Powers of Attorney previously granted by me as Principal and terminate all agency relationships created by me except:

powers granted by me under any Advance Healthcare Directive;

powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and

powers granting access to a safe-deposit box.

MY ATTORNEY IN FACT MAY NOT EXERCISE THE AUTHORITY GRANTED UNDER THIS POWER OF ATTORNEY UNTIL THE EVENTS DESCRIBED IN ARTICLE TWO HAVE OCCURRED.

Article One Appointment of Attorney in Fact

Section 1.01 Initial Attorney in Fact

I appoint Austin Clark to serve as my Attorney in Fact.

Section 1.02 Successor Attorney in Fact

If Austin Clark fails to serve, I appoint the following persons to serve as successor Attorney in Fact, in the order named:

Nate Osborn, First Alternate

Isabella Clark, Second Alternate

If a successor Attorney in Fact fails to serve as my Attorney in Fact, I appoint the next successor Attorney in Fact named above to serve as my Attorney in Fact.

Section 1.03 Prior or Joint Attorney in Fact Unable to Act

A successor Attorney in Fact or an Attorney in Fact serving jointly with another Attorney in Fact may establish that the acting Attorney in Fact or joint Attorney in Fact is no longer able to serve as Attorney in Fact by signing an affidavit that states that the Attorney in Fact is not available or is incapable of acting. The affidavit may be supported by a death certificate of the Attorney in Fact, a certificate showing that a guardian or conservator has been appointed for the Attorney in Fact, a physician's letter stating that the Attorney in Fact is incapable of managing his or her own affairs, or a letter from the Attorney in Fact stating his or her unwillingness to act or delegating his or her power to the successor Attorney in Fact.

Article Two

Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Attorney in Fact under this power of attorney will only become effective if I am incapacitated.

For all purposes of this power of attorney, I am incapacitated in any one of the following circumstances:

(a) The Opinion of Primary Care Physician and Children

I am incapacitated whenever my primary care physician and a majority of my surviving children provide written opinions that I cannot effectively manage my property or financial affairs due to age; illness; use of prescription medications, drugs or other substances; or any other cause.

I am restored to capacity whenever my primary care physician and a majority of my surviving children provide written opinions that I can effectively manage my property and financial affairs.

I voluntarily waive any physician-patient privilege or psychiatrist-patient privilege that may exist in my favor and I authorize physicians and psychiatrists to examine me and disclose my physical or mental condition to my Attorney in Fact for purposes of this power of attorney.

(b) Court Determination

I am incapacitated if a court of competent jurisdiction declares me disabled, incompetent, or legally incapacitated.

General Durable Power of Attorney of David Clark

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(c) Detention, Disappearance or Absence

I am incapacitated whenever I cannot effectively manage my property or financial affairs because I have disappeared for more than 30 days or whenever I am detained under duress.

My Attorney in Fact may establish that I have disappeared or that I am detained under duress by an affidavit. The affidavit must describe the circumstances of my disappearance, absence, or detention. Any third party dealing in good faith with my Attorney in Fact may rely upon the affidavit.

Section 2.02 Durability

The authority granted to my Attorney in Fact under this power of attorney will not be affected by my subsequent disability, incompetency, incapacity, or lapse of time.

If this power of attorney becomes operative because of my disability or incapacity and if the authority granted to my Attorney in Fact becomes effective because of my incapacity and I am restored to capacity as evidenced in the manner provided above, this power of attorney is not revoked but my Attorney in Fact's power is no longer effective. My Attorney in Fact's power will become effective again only upon my subsequent incapacity as provided above.

Section 2.03 Term of Durable Power of Attorney

This Durable Power of Attorney expires at the earliest of:

- my death (except for post-death matters allowed under Oregon law); or
- my revocation of this power of attorney.

Article Three Powers Granted to My Attorney in Fact

I grant my Attorney in Fact the powers described in this Article so that my Attorney in Fact may act on my behalf. In addition, my Attorney in Fact may do everything necessary to exercise the powers listed below.

Section 3.01 Power to Fund

My Attorney in Fact may transfer any of my assets or any interest I have in any property, tangible or intangible, real or personal, to the trustee of any revocable trust created by me

before or after the execution of this power of attorney, and including any trust that may extend beyond my incapacity or beyond my lifetime.

I grant my Attorney in Fact the following general powers for the specific purpose of transferring property to my trusts under this Section:

My Attorney in Fact may transfer any interest I have in real or personal property, tangible or intangible, to my trusts.

My Attorney in Fact may assign any rights I have to receive income from any source to my trusts.

My Attorney in Fact may execute all legal instruments and other documents necessary or convenient to transfer property to my trusts.

My Attorney in Fact may terminate savings, checking, safekeeping, brokerage, investment advisory, and custodial accounts in my name (alone or jointly with others) at any bank, broker, or financial institution and transfer all or any part of my interest in the cash, stocks, bonds, and securities of the accounts to my trusts.

My Attorney in Fact may enter and remove my property from any safe-deposit box registered in my name (alone or jointly with others) and transfer the removed property to my trusts.

My Attorney in Fact may designate the trust as beneficiary to receive any property, benefit, or contract right on my death, or to change any existing designation to the trust as beneficiary.

Section 3.02 Power to Sell

Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, any marital right, and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Attorney in Fact may determine the terms of sale and may grant sales options.

My Attorney in Fact may dispose of sales proceeds on my behalf as my Attorney in Fact determines is appropriate.

Section 3.03 Power to Buy

Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may buy any kind of property. My Attorney in Fact may determine the terms for buying property and may obtain options to buy property. In addition, my Attorney in Fact may insure the purchased property, and otherwise arrange for its safekeeping.

I authorize my Attorney in Fact to borrow money for the purposes described in this Section and to secure the loan in any manner my Attorney in Fact determines is appropriate.

I authorize my Attorney in Fact to use my funds to repay any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

Section 3.04 Power to Invest

My Attorney in Fact may invest and reinvest all or any part of my property in any other property of whatever type: real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories. Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may:

- invest in securities of all kinds, limited partnership interests, real estate or interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, or interests in trusts including investment trusts;

- participate in common, collective, or pooled trust funds or annuity contracts;

- sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;

- establish and terminate accounts with securities brokers and use brokerage accounts to make short sales, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;

- establish and terminate agency accounts with corporate fiduciaries; and

- hire and fire financial and investment advisors.

Section 3.05 Power to Contract

My Attorney in Fact may enter into contracts of any type and for any purpose. Unless specifically limited by the other provisions of this power of attorney and the law, my Attorney in Fact may modify and cancel any existing or any new contracts to which I am a party.

Section 3.06 Power to Manage Real Property

My Attorney in Fact may manage any real property I now own or may acquire in the future including my personal residence. Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may:

lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this power of attorney;

eject and remove tenants or other persons from property, and recover the property by all lawful means;

collect and sue for rents;

pay, compromise, or contest tax assessments and apply for tax assessment refunds;

subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;

maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;

employ laborers;

obtain or vacate plats and adjust boundaries;

adjust differences in the property's value on exchange or partition by giving or receiving consideration;

release or partially release real property from a lien;

enter into any contracts, covenants, and warranty agreements regarding my real property that my Attorney in Fact considers appropriate; and

encumber property by mortgage or deed of trust.

I authorize my Attorney in Fact to accept real property as a gift or as security for a loan.

Section 3.07 Power to Manage Tangible Personal Property

My Attorney in Fact may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this power of attorney, my Attorney in Fact may:

General Durable Power of Attorney of David Clark

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lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this power of attorney;

recover my property by all lawful means;

collect and sue for rents;

pay, compromise, or contest tax assessments and apply for tax assessment refunds;

maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and

grant security interests in my property.

I authorize my Attorney in Fact to accept tangible personal property as a gift or as security for a loan.

Section 3.08 Power to Manage Digital Assets

My Attorney in Fact may access, modify, control, archive, transfer, and delete my digital assets. Digital assets include my sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

My digital assets may be stored in the cloud or on my own digital devices. My Attorney in Fact may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets—this power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

Section 3.09 Power to Operate Businesses

My Attorney in Fact may continue operating and managing any business in which I now or later own an interest for the period of time and in any manner my Attorney in Fact considers appropriate.

My Attorney in Fact may sell, liquidate, or close a business upon terms my Attorney in Fact considers appropriate, including a sale in exchange for cash, a private annuity, and an installment note or any combination of those arrangements.

General Durable Power of Attorney of David Clark

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Section 3.10 Power Regarding Securities

My Attorney in Fact may exercise all rights regarding securities that I own now or in the future. Specifically, my Attorney in Fact may buy, sell, and exchange all types of securities and financial instruments including stocks and bonds.

My Attorney in Fact may also:

- receive certificates and other evidences of ownership with regard to securities;

- hold securities in bearer or uncertified form and use a central depository, clearing agency, or book-entry system such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York;

- place all or any part of my securities in the custody of a bank or trust company or in the name of its nominee;

- employ a broker-dealer as custodian for my securities and register the securities in the name of the broker-dealer or its nominee;

- exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;

- participate in any reorganization, recapitalization, merger, or similar transaction; and

- exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code), or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants, or other similar instruments.

Section 3.11 Power to Collect and Settle My Obligations

My Attorney in Fact may collect all rights and benefits to which I am entitled now or in the future, including rights to cash payments, property, debts, accounts, legacies, bequests, devises, dividends, and annuities. In collecting my obligations, my Attorney in Fact may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest, or otherwise dispose of these matters as my Attorney in Fact determines appropriate.

My Attorney in Fact may use all lawful means and methods to recover these assets and rights, to qualify me for benefits and claim benefits on my behalf, and to compromise claims and grant discharges regarding the matters described in this Section. My Attorney in Fact may convert my assets into assets that do not disqualify me from receiving benefits, or my Attorney in Fact may divest my assets altogether. In any divestment action or asset

conversion, I direct my Attorney in Fact to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

Section 3.12 Power Regarding Governmental Benefits

All powers described in this Section are exercisable with respect to all federal and state (or any subdivision thereof) programs existing when this power of attorney was executed or for which I become eligible after this power of attorney is executed. The power of attorney shall extend to any state in which I live when my Attorney in Fact's powers become effective.

I appoint my Attorney in Fact as my *Representative Payee* for the purposes of receiving Social Security benefits. My Attorney in Fact may collect all benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Security Income (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI). My Attorney in Fact shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency including Supplemental Security Income (SSI), Medicaid, and Social Security Disability Insurance (SSDI).

My Attorney in Fact may:

gift or otherwise spend down my estate for Medicaid eligibility and planning;

execute vouchers in my name for allowances and reimbursements payable to me by the United States, a foreign government, a state, or a subdivision of a state to me, including allowances and reimbursements for my transportation, children's, and other individual's customarily or legally entitled to be supported by me, and for shipping their household effects;

take possession, remove, and ship any of my property from a post, warehouse, depot, dock, or other place of storage, whether governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

prepare, file, and prosecute my claims for benefits or assistances, financial or otherwise, for any claim to which I am entitled under a statute or government regulation;

prosecute, defend, arbitrate, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive;

receive the financial proceeds of any type of claim described in this Section and invest, disburse, or use the proceeds on my behalf for any lawful purpose;

sign on my behalf any document necessary to permit my return to my residence following my incapacity or other condition that prevents me from currently living there;

execute any trust agreement described in 42 U.S.C. § 1396p (d)(4) with any trustee or trustees that my Attorney in Fact selects. In addition, my Attorney in Fact may deliver and convey any or all of my assets to the trustee or trustees of the trust as well as designate the trust as payee of any income to which I may be entitled.

Section 3.13 Power Regarding My Retirement Plans and Other Employee Benefits

My Attorney in Fact may exercise all rights and collect all qualified retirement benefits to which I am entitled now or in the future. Specifically, my Attorney in Fact may:

establish, using any of my assets, one or more qualified retirement plans in my name;

make or cause contributions to be made, including rollover contributions and conversion contributions, to any qualified retirement plan my Attorney in Fact considers appropriate using my assets;

receive and endorse checks and other distributions to me from any qualified retirement plans, or arrange for the direct deposit of those checks or distributions in any of my accounts;

elect any form of payment from my qualified retirement plans and to withdraw benefits on my behalf from the IRAs and retirement plans;

make, exercise, waive, or consent to any and all elections and options that I may have regarding contributions to qualified retirement plans, investments, and administration of the retirement plans, and distribution or other forms of qualified retirement benefits available to me;

convert all or a portion of a qualified retirement plan to a Roth IRA under Internal Revenue Code Section 408A (or other similar qualified retirement plan);

with respect to any contribution to an IRA or Roth IRA, recharacterize all or any part of the contribution so that the contribution or any part of the contribution is treated as made to the other type of IRA; and

borrow money, purchase assets from any of my qualified retirement plans, and sell assets to any of my qualified retirement plans if the plan authorizes these actions.

General Durable Power of Attorney of David Clark

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Section 3.14 Power Regarding Bank Accounts

My Attorney in Fact may establish bank accounts of any type in one or more bank institutions that my Attorney in Fact may choose. My Attorney in Fact may modify, terminate, make deposits to, write checks on, make withdrawals from, and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. This authority may be exercised whether the account was established by me or for me by my Attorney in Fact. My Attorney in Fact is authorized to negotiate, endorse, or transfer any check or other instrument with respect to any account; to contract for any services rendered by any bank or financial institution; and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

Section 3.15 Power Regarding Safe-Deposit Boxes

My Attorney in Fact may contract with any institution to rent a safe-deposit box in my name. My Attorney in Fact may have access to any safe-deposit box in my name or for which I am an authorized signer. This Section will apply whether the contract for the safe-deposit box was executed by me alone, jointly with others, or by my Attorney in Fact in my name. My Attorney in Fact may also add contents to or remove contents from a safe-deposit box, or terminate any rental contract for a safe-deposit box.

Section 3.16 Power to Prosecute and Defend Legal Actions

My Attorney in Fact may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any legal, equitable, judicial, or administrative hearings, actions, suits, or proceedings involving me in any way. This authority includes claims by or against me arising out of property damage or personal injury suffered by me, or caused by me or under circumstances such that the resulting loss may be imposed on me. My Attorney in Fact may otherwise engage in litigation involving me, my property, or my legal interests, including any property, interest, or person I am or may be responsible for.

Section 3.17 Power to Loan and Borrow

My Attorney in Fact may make secured or unsecured loans to any person, entity, trust, or estate on my behalf, for any term or payable on demand, with or without interest. My Attorney in Fact may enter into or modify the terms of any mortgage, deed of trust, or security agreement made in connection with any loan and may release or foreclose on the mortgage, deed of trust, or security.

My Attorney in Fact may borrow money on my behalf at interest rates and on other terms that my Attorney in Fact considers advisable from any person, institution, or other source.

If my then-acting Attorney in Fact is a corporate fiduciary, this includes loans from its own banking or commercial lending department.

My Attorney in Fact may encumber my property by mortgages, pledges, and other hypothecation and has the power to enter into any mortgage or deed of trust even though the term of the mortgage or deed of trust may extend beyond the effective term of this power of attorney.

My Attorney in Fact may borrow money for any purpose on any life insurance policy owned by me on my life even though the term of the loan may extend beyond the effective term of this power of attorney. My Attorney in Fact may grant a security interest in the policy to secure the loan. In this regard, my Attorney in Fact may assign and deliver the policy as security. No insurance company will be under any obligation to determine the loan's necessity or how my Attorney in Fact applies the loan proceeds.

Section 3.18 Power to Renounce or Resign from Fiduciary Positions

My Attorney in Fact may resign or renounce any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney in fact, and officer or director of a corporation, as well as any governmental or political office or position. In so doing, my Attorney in Fact may file an accounting with the appropriate court of competent jurisdiction or settle based on a receipt, release, or other appropriate method.

Section 3.19 Power to Disclaim or Release Property Interests

My Attorney in Fact may renounce and disclaim any property or property interest or power to which I may become entitled by gift, testate succession, or intestate succession. My Attorney in Fact may release or abandon any property interest or power that I may own or hold, now or in the future. This includes any interest in, or right over, a trust, including the right to alter, amend, revoke, or terminate the trust. My Attorney in Fact may claim an elective share in any estate or under any Will. But my Attorney in Fact may not make any disclaimer that is expressly prohibited by the law or other provisions of this power of attorney.

Section 3.20 Power Regarding Taxes

My Attorney in Fact may represent me in all tax matters and proceedings before any agent or officer of the Internal Revenue Service, state and local authorities and in any court, for all periods.

My Attorney in Fact may:

prepare, sign, and file all federal, state, and local tax returns including income, gift, FICA, and payroll tax returns on my behalf;

prepare, sign, and file claims for refunds, requests for extensions of time to file returns or pay taxes, extensions and waivers of applicable periods of limitation, and protests and petitions to administrative agencies or courts (including the United States Tax Court);

sign consents and agreements under Internal Revenue Code Section 2032A or any successor section and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any state or local taxing authority with respect to any tax year;

pay taxes due, collect and dispose of refunds as my Attorney in Fact determines appropriate, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority;

exercise any election I have under federal, state, or local tax law and allocate any generation-skipping tax exemption to which I am entitled; and

engage representation for me in any tax proceeding by attorneys-at-law, Certified Public Accountants, enrolled agents, and other licensed tax professionals.

Article Four

Limitation on Powers

No individual serving as my Attorney in Fact may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

cause any income generated by my property to be attributed to my Attorney in Fact for federal income tax purposes;

cause the value of any property subject to this power of attorney to be included in my Attorney in Fact's gross estate for federal estate tax purposes;

cause any distribution made or allowed to be made by my Attorney in Fact to be treated as a gift from my Attorney in Fact; or

discharge a legal obligation of my Attorney in Fact.

If it becomes necessary for my Attorney in Fact to liquidate or reinvest any of my assets to provide support for me, I direct that my Attorney in Fact, to the extent that it is reasonably

possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Attorney in Fact will use his or her best efforts to restore my plan as soon as possible. My Attorney in Fact will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Attorney in Fact and to provide copies of documents to my Attorney in Fact.

Article Five

Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the power of attorney and that protect my Attorney in Fact and those who rely upon my Attorney in Fact.

Section 5.01 Release of Information

My Attorney in Fact may release and obtain any information regarding my financial investments and taxes, including any information regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, and any other documents or information regarding my financial affairs and taxes. This information may be obtained from my attorneys at law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Attorney in Fact in reliance on this Section.

If my Attorney in Fact is an attorney at law or other accounting or financial professional, the professional regulations of my Attorney in Fact's profession and federal law may prohibit my Attorney in Fact from releasing information about my financial affairs to others if I am a client of my Attorney in Fact. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Attorney in Fact as a client for the sole purpose of permitting my Attorney in Fact to perform his or her duties under this power of attorney.

Section 5.02 Nomination of Guardian of My Person and Conservator of My Estate

If appointment proceedings are ever initiated for Guardian of my person and conservator of my estate, I concurrently nominate the person then serving or named to serve as my Attorney in Fact under this power of attorney.

Section 5.03 Nomination of Guardian for Minor Children

If I am incapacitated and no longer able to adequately care for my children, I nominate Austin Clark as temporary guardian of my minor children.

If I regain the ability to adequately care for my children, I may terminate the guardianship by written notice to the guardian, and my children will return to my care.

Section 5.04 Reimbursement for Expenses

My Attorney in Fact may reimburse himself or herself for all reasonable expenses incurred for carrying out any provision of this power of attorney.

Section 5.05 Amendment and Revocation

I may amend or revoke this power of attorney at any time. Amendments to this document must be made in writing by me personally (not by my Attorney in Fact) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

Section 5.06 Resignation

My Attorney in Fact may resign by executing a written resignation delivered to me or, if I am mentally disabled, by delivery to any person with whom I am residing or who has my care and custody.

Section 5.07 Interpretation

This power of attorney is a general power of attorney and should be interpreted as granting my Attorney in Fact all general powers permitted under the laws of State of Oregon.

Section 5.08 Third Party Reliance

No person who relies in good faith on the authority of my Attorney in Fact under this power of attorney will incur any liability to my estate; my heirs, successors, and assigns; or to me.

Section 5.09 Effect of Duplicate Originals or Copies

If this power of attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Attorney in Fact may make photocopies (photocopies includes facsimiles and digital or other reproductions, referred to collectively as *photocopy*) of this power of attorney and each photocopy will have the same force and effect as the original.

Section 5.10 Governing Law

This power of attorney's validity and interpretation will be governed by the laws of the State of Oregon. To the extent permitted by law, this power of attorney is applicable to all my property, whether real, personal, intangible, or mixed; wherever located; and whether or not I now or in the future own the property.

Section 5.11 Severability

If any provision of this power of attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

Section 5.12 Shall and May

Unless otherwise specifically provided in this document or by the context in which used, I use the word *shall* in this document to impose a duty, command, direct, or require, and the word *may* to allow or permit, but not require. In the context of my Attorney in Fact, when I use the word *shall*, I intend to impose a fiduciary duty on my Attorney in Fact; when I use the word *may*, I intend that my Attorney in Fact is empowered to act with sole and absolute discretion unless otherwise stated in this document.

Article Six Declarations of the Principal

I understand that this power of attorney is an important legal document. Before executing this power of attorney, my attorney explained the following information to me.

The power of attorney provides my Attorney in Fact with broad powers to dispose of, sell, convey, and encumber my real and personal property.

The powers will exist for an indefinite period unless I revoke the power of attorney or I have limited their duration by specific provisions in the power of attorney.

This Durable Power of Attorney will continue to exist during my subsequent disability or incapacity.

I have the power to revoke or terminate this Durable Power of Attorney at any time.

Dated: February 24, 2020



David Clark, Principal

STATE OF OREGON

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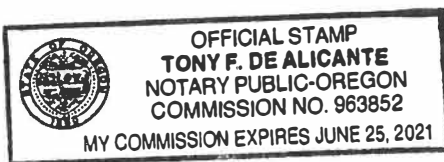
) ss.

COUNTY OF DESCHUTES

)

This instrument was acknowledged before me on February 24, 2020, by David Clark, as Principal.

[Seal]


Tony F. De Alicante, De Alicante Law Group
My commission expires: 2021-06-25