

LIMITED POWER OF ATTORNEY

1. **Background.** David A. Fazio, sole member of Pinky Smith, LLC ("Principal"), an Oregon limited liability company is the owner of that certain real property legally described in Exhibit A, attached hereto ("the Property"). Sheryl I. Anderson, Trustee of the Sheryl I. Anderson Survivor's Trust under agreement dated June 1, 2010, as to an undivided one-half interest, and James L. Smith and Gail M. Smith, as tenants by the entirety, as to an undivided one-half interest ("Smith/Anderson"), sold the Property to Principal pursuant to an Amended Agreement for Sale of Real Property dated April 30, 2020 ("Agreement"). Pursuant to Section 2.4 of the Agreement, Principal's payment of a portion of the remaining balance of the purchase price for the Property depends upon whether and when Smith/Anderson are successful in obtaining a "lot confirmation status" for the Property by December 31, 2022, deeming that it is eligible for development under the Portland zoning code (the "Confirmation").

2. **Designation.** Principal hereby designates Smith/Anderson collectively as his "Attorneys-in-Fact" (or individually, "Attorney-in-Fact"), solely for the limited purpose of obtaining the Confirmation. It is understood and agreed that said Attorneys-in-Fact shall act jointly in the exercise of the Powers described in Section 4, below, and that if one Attorney-in-Fact predeceases the other, or is otherwise unable to continue hereunder, the remaining Attorney-in-Fact, shall have full authority and power to proceed hereunder.

3. **Effect of Acts Performed by Attorneys-in-Fact.** Inasmuch as said Attorneys-in-Fact have, during their long-term ownership, extensive knowledge of the history of the Property, each and every act and thing performed by them in the exercise of the authority granted herein shall be conclusively presumed to be fully effective and binding upon them individually as well, to the same extent as it is fully effective and binding upon the Principal. Provided, however, said Attorneys-in-Fact, covenant and agree with Principal that they will not seek or obtain any zoning or land use designations inconsistent with the present zoning or designation, excepting only a determination that the Property is eligible for development under the Portland zoning code. If Confirmation may result in any different zoning or land use designations, Attorneys-in-Fact covenant and agree they will confer with Principal in advance of taking any binding legal action.

4. **Powers.** The Attorneys-in-Fact shall be empowered under this Limited Power of Attorney to perform each and every act and thing whatsoever that may be necessary or proper to be done in securing the Confirmation, as fully for all intents and purposes as said Principal might or could do if personally present, including but not limited to:

4.1 Signing Authority. To fully execute all such applications, statements, certifications, and all other documents required therein, as reasonably necessary to affect Confirmation through the filing of an Application for Lot of Record Verification in Case #T2-2020-13067 ("the Process");

4.2 Document Transmission. To communicate with the Multnomah County Department of Community Services ("Multnomah County") regarding the Process.

4.3 Costs and Expenses. The Attorneys-in-Fact shall be solely responsible for payment of all costs, fees, and expenses incurred during the Process, and shall hold Principal harmless therefrom.

5. Effectiveness; Duration. This Limited Power of Attorney shall become effective on the Effective Date, defined at Section 11, below, and shall continue until terminated under Section 6, below.

6. Termination. This Limited Power of Attorney shall be terminated by the first of the following events to occur:

6.1 By the corporate dissolution of Principal, effective immediately.

6.2 Successful completion of the Process with no further legal, administrative, or land use action required.

6.3 Death or withdrawal of both attorneys-in-Fact.

6.4 January 1, 2023.

7. Documentation; Accounting. Attorneys-in-Fact covenant and agree to timely provide Principal with copies of all applications, certifications, and other documents submitted to Multnomah County, together with all findings, rulings, orders, and other determinations received from Multnomah County related thereto. In addition, Attorneys-in-Fact shall, jointly and severally, account to Principal for all actions taken by them, for or on behalf of Principal under this Limited Power of Attorney.

8. Applicable Law. The laws of the State of Oregon shall govern the interpretation and enforcement of all aspects of this Limited Power of Attorney.

9. **Limitations.** Notwithstanding anything to the contrary herein, this Limited Power of Attorney shall not be construed to relieve Principal or their Attorneys-in-Fact, of a good faith duty to review, on their own behalf, all applications, certifications, and other documents signed by the Attorneys-in-Fact as a part of the Process, together with all findings, rulings, orders, and other determinations received from Multnomah County related thereto.

10. **Recording.** This Limited Power of Attorney, or a memorandum thereof, will be recorded in the Multnomah County public records.

11. **Effective Date.** This Limited Power of Attorney shall be effective as of the last date that this document is signed by Principal and all Attorneys-in-Fact, below.

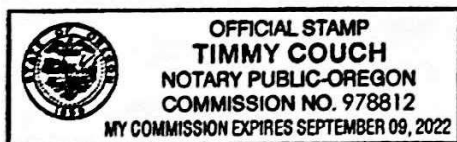
PRINCIPAL

Pinky Smith, LLC, an Oregon
Limited Liability Company

David A. Fazio
David A. Fazio, Sole Member of
Pinky Smith, LLC

Date: 7/20/20

Personally appeared before me the above named DAVID A. FAZIO,
Sole Member of Pinky Smith, LLC, and acknowledged the foregoing instrument to be
his/her voluntary act and deed.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 09-09-2022

ATTORNEYS-IN-FACT

[Signature]
Sheryl I. Anderson, Trustee of the Sheryl I.
Anderson Survivor's Trust

Date: 7-11-2020

9. **Limitations.** Notwithstanding anything to the contrary herein, this Limited Power of Attorney shall not be construed to relieve Principal or their Attorneys-in-Fact, of a good faith duty to review, on their own behalf, all applications, certifications, and other documents signed by the Attorneys-in-Fact as a part of the Process, together with all findings, rulings, orders, and other determinations received from Multnomah County related thereto.

10. **Recording.** This Limited Power of Attorney, or a memorandum thereof, will be recorded in the Multnomah County public records.

11. **Effective Date.** This Limited Power of Attorney shall be effective as of the last date that this document is signed by Principal and all Attorneys-in-Fact, below.

PRINCIPAL

**Pinky Smith, LLC, an Oregon
Limited Liability Company**

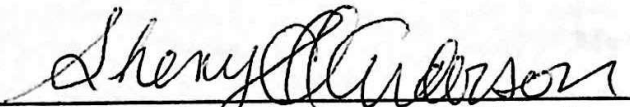
David A. Fazio, Sole Member of
Pinky Smith, LLC

Date: _____

Personally appeared before me the above named _____,
Sole Member of Pinky Smith, LLC, and acknowledged the foregoing instrument to be
his/her voluntary act and deed.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

ATTORNEYS-IN-FACT



Sheryl I. Anderson, Trustee of the Sheryl I.
Anderson Survivor's Trust

Date: 7-11-2020

STATE OF OREGON)
) ss.
County of Clackamas)

Personally appeared before me the above-named Sheryl I. Anderson, Trustee of the Sheryl I. Anderson Survivor's Trust, and acknowledged the foregoing instrument to be her voluntary act and deed.



Felisa P. Duncan
NOTARY PUBLIC FOR STATE OF OREGON
My Commission Expires: June 13, 2021

James L. Smith

Date: _____

Gail M. Smith

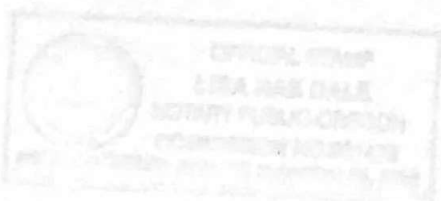
Date: _____

STATE OF OREGON)
) ss.
County of _____)

Personally appeared before me the above-named James L. Smith and Gail M. Smith, tenants by entireties, and acknowledged the foregoing instrument to be their voluntary act and deed.

Felisa P. Duncan

NOTARY PUBLIC FOR _____
My Commission Expires: _____



STATE OF OREGON)
) ss.
County of _____)

Personally appeared before me the above-named Sheryl I. Anderson, Trustee of the Sheryl I. Anderson Survivor's Trust, and acknowledged the foregoing instrument to be her voluntary act and deed.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

James L. Smith
James L. Smith

Date: 7-11-2020

Gail M. Smith
Gail M. Smith

Date: 7-11-2020

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared before me the above-named James L. Smith and Gail M. Smith, tenants by entireties, and acknowledged the foregoing instrument to be their voluntary act and deed.

Lisa Dale
NOTARY PUBLIC FOR Oregon
My Commission Expires: 11/26/2022

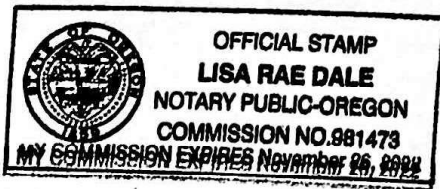


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

All that portion of Section 6, Township 2 North of Range 1, West of Willamette Meridian, lying Southerly of Lucy Reeder Road, being County Road No. 1191-40, on Sauvie Island, in Multnomah County, State of Oregon, being described as:

Beginning in the South line of Alex McQuinn Donation Land Claim on the Section line between Sections 6 and 5; thence North 751.35 feet; thence North 35° 14-1/2' West 1910.1 feet; thence West 251 feet; thence South 2000.7 feet to the South line of Alex McQuinn Donation Land Claim; thence South 77° East 1389.29 feet to the point of beginning.

EXCEPT that part in County Road No. 1191.

PARCEL II:

The following described property in the Northeast one-quarter of Section 6, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Commencing at the Southeast corner of the Alexander McQuinn Donation Land Claim, in Section 5, Township 2 North, Range 1 West of the Willamette Meridian; thence North 77° West, on the South line of the said McQuinn Donation Land Claim, 975 feet to a point; running thence North 699.6 feet to a point in the center line of County Rd. No. 1191 (Lucy Reeder Rd.); thence North 71° 40-1/2 West 548.5 feet to a point in the North line of said Lucy Reeder Rd., and the true point of beginning of the tract of land herein to be described; thence North 35° 14-1/2' West 1910.1 feet; thence West 251 feet to a point, said point being the Northeast corner of that tract of land conveyed to Harold B. Koster, by deed recorded October 15, 1940 in Book 372 page 22, Deed Records; thence South, along the East line of said Koster tract, to a point in the North line of said Lucy Reeder Rd.; thence Southeasterly, along the North line of said Lucy Reeder Rd., to the point of beginning.

EXCEPTING THEREFROM a 1 acre grave lot described as follows:

Commencing at the Southeast corner of the said McQuinn D.L.C.; thence North 71° West, on the South line of said McQuinn Donation Land Claim, 858 feet; thence North 35° 14-1/2' West 2679.4 feet; thence South 62° 52' West 79 feet to the East corner of said grave lot, and the true point of beginning; running thence South 42° 52' West 208.72 feet to the South corner of said grave lot; thence North 47° 08' West 208.72 feet to the West corner of said grave lot; thence North 42° 52' East 208.72 feet to the North corner of said grave lot; thence South 47° 08' East 208.72 feet to the East corner and the point of beginning.