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BOOK 108 PAGE 810

FILED FOR RECORD
SKAMAHIA CO. WASH
BY THE TRUST FOR PUBLIC
LAND

When recorded mail to:

THE TRUST FOR PUBLIC LAND
116 New Montgomery Street
Fourth Floor
San Francisco, CA 94105
Attn: Legal Department

MAR 21 10 27 AM '88

A. J. Olson, Exp.

AUDITOR

GARY M. OLSON

MEMORANDUM OF OPTION

This is a memorandum of a certain Option Agreement dated September 29, 1987 between GUDRUN JEMTEGAARD (Seller), and THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation (Buyer). By said Option Agreement Seller has granted to Buyer an exclusive option to purchase that certain real property in Skamania County, Washington described on Exhibit A attached hereto.

Said option extends from the date of the Option Agreement through April 15, 1988.

SELLER:

Gudrun Jemtegaard
By *PCA* *Gudrun Jemtegaard*
Gudrun Jemtegaard

State of *Washington*)
County of *Clark*) ss.

On this *12* day of *February*, 1988, before me
Doris M. Gray, the undersigned Notary Public, personally
appeared *ARKIN Jemtegaard*, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is (are) subscribed to this instrument, and acknowledged
that he (she or they) executed it.

Doris M. Gray

My commission expires *11/88*

11/88
TREASURER OF SKAMAHIA COUNTY

Notary Public
State of Washington
My Commission Expires
11/88

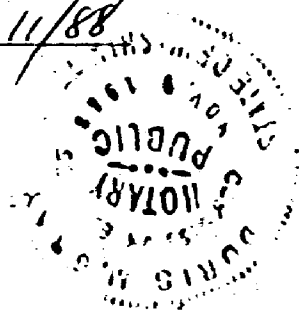


EXHIBIT A

BOOK 108 PAGE 811

Parcel #100

The North Half of the Northeast Quarter of Section 18, Township 1 North, Range 5 East of the Willamette Meridian.

Parcel #1000

Beginning at the Southeast corner of Section Seven (7) in Township One (1) North of Range Five (5) East of the Willamette Meridian; thence North eighteen (18) rods; thence west ninety-two (92) rods, more or less, to the east brink of the canyon thereon; thence southwesterly along the east brink of said canyon to the south line of said section Seven, thence east on the south line of said section to the place of beginning, containing ten and one-half acres more or less.

TOGETHER WITH water rights and certain other rights.

POWER OF ATTORNEY

WHEREAS, GUDRUN JEMTEGAARD (hereinafter the "principal"), has the utmost trust in ARVIN E. JEMTEGAARD, (hereinafter the "attorney-in-fact"), and is desirous of giving him authority over the principal's property and person so that the attorney-in-fact may make the necessary decisions for the principal, now therefore, ARVIN E. JEMTEGAARD is appointed as attorney-in-fact for her as principal. If for any reason ARVIN E. JEMTEGAARD becomes unable or unwilling to act as attorney in fact, ELMAJEAN JEMTEGAARD is designated as alternative attorney in fact for the principal.

1. Powers:

A. Regarding Property, Property Rights, and Liabilities: The attorney-in-fact, as fiduciary, shall have all powers of an absolute owner over the assets and liabilities of the principal whether located within or without the State of Washington. The attorney-in-fact shall not have power to revoke or change any documents of a trust and/or of a testamentary nature executed by the principal. The attorney-in-fact shall have all powers as are necessary for the orderly management of the principal's assets and liabilities and all powers necessary or desirable to provide for the support, maintenance, health, emergencies, and urgent necessities of the principal and to hire professional help and consultants.

B. Regarding the Person of the Principal: The attorney-in-fact shall have the authority regarding the person of the principal to make all decisions that a court-appointed guardian of the person would have authority to make under the laws of the State of Washington, including, but not limited to the authority to consent to operations and other medical treatment, the choice of living accommodations for the principal, if necessary, and to hire professional help and consultants and to pay all necessary and reasonable expenses incurred in relation to the broad authority herein given.

2. Effectiveness: This power of attorney shall become effective immediately and shall continue in effect regardless of the disability or incompetence of the principal. Disability shall include the inability to manage property and personal affairs for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance.

3. Duration: This durable power of attorney becomes effective as provided in Paragraph 2 hereof and shall remain in effect to the extent permitted by R.C.W. 11.94.010 unless terminated as hereinbelow provided, notwithstanding any uncertainty as to whether the principal is dead or alive.

4. Revocation: This power of attorney may be revoked in writing by the principal at any time unless the principal is disabled or incompetent. The written notice shall be given to the designated attorney-in-fact as hereinabove set forth and by recording the written instrument of revocation with the office of the recorder or auditor of any counties where this document has been recorded, or where the principal resides.

5. Termination:

A. By Appointment of Guardian: The appointment of a guardian of

the property of the principal terminates this power of attorney as to the property. The appointment of a guardian of the person of the principal terminates this power of attorney as to the person of the principal.

B. By Death of Principal: The death of the principal shall be deemed to revoke the power of attorney upon proof of death being received by the attorney-in-fact.

6. Accounting: The attorney-in-fact shall keep accurate records of the principal's financial affairs including documentation of all transactions in which the attorney-in-fact is involved. The attorney-in-fact shall be required to account to any subsequently-appointed guardian of the estate of the principal or to any subsequently-appointed personal representative.

7. Appointment of Guardian: In the event that a guardian of the person or estate, or both, shall be required for the principal, the principal hereby nominates the attorney-in-fact as her guardian and encourages the court petitioned to refuse any appointment made by any other person, be that person petitioning a member of the principal's family or not, in favor of the attorney-in-fact.

8. Expenses: The principal hereby authorizes and directs the attorney-in-fact to advance all reasonable and desirable expenses in the exercise of the responsibilities within this power of attorney and, further, to reimburse the attorney-in-fact for reasonable and desirable expenses advanced by such attorney-in-fact. The attorney-in-fact is further authorized and encouraged when said attorney-in-fact deems it desirable or necessary to employ others to aid in the management of the principal's assets and in matters concerning the principal's person to include but not limited to lawyers, accountants, physicians, nurses and other medical paramedical personnel.

9. Reliance: The designated and acting attorney-in-fact and all persons dealing with the attorney-in-fact shall be entitled to rely upon this power of attorney so long as neither the attorney-in-fact nor the person with whom he was dealing at the time of any act taken pursuant to this power of attorney had received actual knowledge or actual notice of the revocation or termination of the power of attorney by death or otherwise and any action so taken unless otherwise invalid or unenforceable shall be binding on the heirs, devisees, legatees or personal representative of the party-principal.

10. Harmless: The estate of the principal shall hold harmless and indemnify the attorney-in-fact from any and all liability for acts done in good faith and not in fraud on behalf of the principal.

11. Applicable Laws: The laws of the State of Washington shall govern this power of attorney.

12. Execution: This power of attorney is executed on this 4 day of December, 1986, to become effective as provided in Article 2.

X
GUDRUN JEMTEGAARD

Witnesses to mark:

Laura B. Hathaway
1st Vice President

Her

GUDRUN JEMTEGAARD
Mark

JEMTEGAARD

STATE OF WASHINGTON)
 : ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that GUDRUN JEMTEGAARD signed this instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 4th day of December, 1986.

Maria A. Wilage
Notary Public in and for the State
of Washington; my appt. expires: 12/30/88