

FILED IN RECORD

GRANT

BY *Wreaha M. Wilkie*

JUN 19 1 52 PM '81

*W. H. Hulse*

RECORDED

GARFIELD CO.

DURABLE POWER OF ATTORNEY

1. Designation. The undersigned, ROBERT L. WILKIE, as Principal, domiciled and residing in the State of Washington, designates WREAHA M. WILKIE, his wife, as attorney-in-fact for the Principal.

2. Effectiveness and Duration. This power of attorney shall become effective immediately, shall not be affected by the disability or incompetence of the Principal, and shall continue until revoked or terminated under paragraph 5 notwithstanding any uncertainty as to whether the Principal is dead or alive. Disability shall include the inability to manage property and affairs effectively 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. Disability may be evidenced by a written statement of a qualified physician regularly attending the Principal or by detention or disappearance.

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

3.1. Pay, settle or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, (a) 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, and (b) compromise any such claim and make, sign, seal and deliver acquittances, releases, or other sufficient discharges in respect of the same;

3.2. Ask, demand, sue for, recover, collect and receive all sums of money, debts, dues, accounts, legacies, bequests, devises, dividends, annuities, demands, interests in real and personal property, and rights to the possession or use of such property; and, in so doing, (a) have, use and take all lawful ways and means in the Principal's name as otherwise for the recovery thereof by attachment, execution, eviction, foreclosure or otherwise, and (b) compromise and agree for and make, sign, and deliver acquittances, releases or other sufficient discharges in respect of the same;

3.3. Bargain, contract, agree for, purchase, receive and take lands and any interest therein, and accept the possession of all lands and all deeds and other assurances in the law therefor;

ROBERT D.  
WEISFIELD  
Attorney-at-Law

P.O. Box 421  
(218 E. Steuben)  
Bingen, WA 98605  
(509) 493-2772

3.4. Lease, sell, release, convey, exchange, mortgage, and release any mortgage on lands, and any interest therein;

3.5. Bargain and agree for, buy, sell, pledge, assign, endorse, release, exchange, mortgage, release any mortgage on, and in any and every way and manner deal in and with goods, bonds, shares of stock, causes of action, judgments and other property in possession or in action;

3.6. Purchase United States Treasury Bonds which may be redeemed at par in payment of federal estate tax;

3.7. Exercise any and every right and power which the Principal may now or hereafter have in respect of any and all savings, checking or agency accounts and any and all safe deposit boxes and envelope or other safekeeping accounts including, without limitation, the power and authority to open any and all such accounts for the Principal in the Principal's name, and to give instructions in respect of and make deposits in and withdrawals from any and all such accounts whether or not the same have been opened by the attorney-in-fact;

3.8. Transfer assets of all kinds to the trustee of any trust established by the Principal alone or by the Principal and the Principal's spouse;

3.9. Make, do and transact all and every kind of business of every kind and description; and

3.10. Sign, seal, execute, deliver and acknowledge all written instruments and do and perform each and every act and thing whatsoever which may be necessary or proper to be done in or about the exercise of the powers and authority hereinabove granted to the attorney-in-fact as fully to all intents and purposes as the Principal might or could do if personally present.

4. Limitations on Powers. Notwithstanding the foregoing, nothing contained herein shall authorize the attorney-in-fact to make, alter, revoke or change any testamentary disposition of the Principal's property or to make any gifts of such property during the Principal's lifetime, except as provided in paragraph 3.8 above.

5. Termination. This power of attorney may be terminated by:

(a) The Principal by written notice to the attorney-in-fact and by recording the written instrument of revocation in the office of the recorder or auditor of Skamania County, Washington;

(b) A Guardian of the estate of the Principal after court approval of such revocation; or

(c) The death of the Principal upon actual knowledge or receipt of written notice by the attorney-in-fact.

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 shall 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 shall be entitled to rely upon this power of attorney so long as neither the attorney-in-fact, nor any person with whom the attorney-in-fact was dealing at the time of any act taken pursuant to this power of attorney, had received actual knowledge or written notice of the termination of the power of attorney by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs and personal representatives of the Principal.

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

9. Applicable Law. The laws of the State of Washington shall govern this power of attorney.

Dated this 18th day of June, 1987.

Robert L. Wilkie  
ROBERT L. WILKIE, Principal

STATE OF WASHINGTON )

County of Skamania )

I certify that I know or have satisfactory evidence that ROBERT L. WILKIE signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 18th, 1987.

Beverly A. Sturges  
Notary Public for Washington,  
residing at Sturges  
My commission expires: \_\_\_\_\_

