

Know All Men by These Presents: That STUART E. ROGERS, MADGE A. ROGERS,  
ARNOLD S. OLSON, SELMA E. OLSON, DONALD S. OLSON, BARBARA LYNN OLSON,  
and R. ORVAL DREISBACH, ROBERT R. WALKER and THOMAS B. FOSTER, as  
 Executors and Trustees under the Will of R. E. Rogers, Deceased,

do hereby made, constituted and appointed, and by these presents do make, constitute and appoint  
 any one of the following: AND ONE OF THE FOLLOWING  
FRUIT SELLERS

either ARNOLD S. OLSON, DONALD S. OLSON, STUART E. ROGERS,

THOMAS B. FOSTER, ROBERT R. WALKER, R. ORVAL DREISBACH  
 our true and lawful attorney-in-fact for us and in our name place  
 and steu and for our use and benefit.

to execute and deliver any releases, fulfillment deeds,  
 any other deeds, plats, easements, or other instruments they deem  
 necessary, in connection with the sale or contract to sell the prop-  
 erty described in attached Exhibit "A" and in addition to make any  
 changes in the release provisions in Exhibit "B" attached, as they at  
 their sole discretion deem appropriate or necessary.

Giving and Granting unto our said attorney full power and  
 authority to do and perform all and every act and thing whatsoever requisite and necessary to be  
 done in and about the premises, as fully to all intents and purposes as we might or  
 could do if personally present,  
 hereby ratifying and confirming all that our said attorneys  
 shall lawfully do or cause to be done by virtue of these presents

In Witness Whereof, we have hereunto set our hands and seal, s. the  
12th day of February A. D. 1971.

Donald S. Olson  
Barbara Lynn Olson  
Stuart E. Rogers

Stuart E. Rogers  
Madge A. Rogers  
Arnold S. Olson

Stuart E. Rogers  
Madge A. Rogers  
Arnold S. Olson

Stuart E. Rogers  
Madge A. Rogers  
Arnold S. Olson

Stuart E. Rogers  
Madge A. Rogers  
Arnold S. Olson

ESTATE OF R. E. ROGERS, DECEASED

By Robert R. Walker  
R. Orval Dreisbach  
Thomas B. Foster EXECUTORS.

Robert R. Walker  
R. Orval Dreisbach  
Thomas B. Foster

Robert R. Walker  
R. Orval Dreisbach  
Thomas B. Foster

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF KING )

On this day personally appeared before me DONALD S. OLSON and BARBARA LYNN OLSON, his wife, STUART E. ROGERS and MADGE A. ROGERS, his wife, ARNOLD S. OLSON and SELMA E. OLSON, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of February, 1971.

Bertha Russell  
 Notary public in and for the state  
 of Washington, residing at Seattle.

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF KING )

THIS IS TO CERTIFY that on this 12th day of February, 1971, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared ROBERT R. WALKER, P. ORVAL DREISEACH and THOMAS E. FOSTER, as co-executors of the Estate of R. E. Rogers, Deceased, to me known to be the individuals described in and who executed the within and foregoing instrument as such co-executors, and acknowledged to me that they signed the same as co-executors' free and voluntary act and deed and as such co-executors for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Bertha Russell  
 Notary public in and for the state  
 of Washington, residing at Seattle.

EXHIBIT "A"

## PROPERTY DESCRIPTION

The following described real property located in Skamania County, State of Washington, to-wit:

## PARCEL NO. 1:

The Northwest Quarter (NW 1/4); the West Half of the Northeast Quarter (W 1/2 NE 1/4); and Government Lots 1, 2 and 3; all in Section 6, Township 1 North, Range 6 E, W. M.;

EXCEPT that portion thereof lying easterly of the following described line: Beginning at a point on the north line of the said Section 6 west 5.17 chains from the quarter post on the north line of said section; thence in a southeasterly direction keeping the center of the canyon to its mouth and continuing on the same course to the Cascade Road; thence following the Cascade Road westerly 19 rods and 15 links; thence in a direct line to the Columbia River taking a hollow ash stump in the line;

AND EXCEPT the following described tract in Government Lots 2 and 3 of said section 6; All that portion of the following described tract lying south of the center of Primary State Highway No. 8; Beginning at a point 1,320 feet east and 114 feet south of the quarter corner on the west line of said Section 6; thence north 54° 35' east 120.3 feet; thence north 71° 09' east 161.7 feet; thence north 52° 48' east 363.6 feet; thence east 155.6 feet; thence north 62° 05' east 227.8 feet; thence south 24° 45' east 229.3 feet; thence south 13° 40' east 435 feet to the meander line of the Columbia River; thence westerly along said meander line to a point south of the point of beginning; thence north 498 feet to the point of beginning;

AND EXCEPT right of way for Primary State Highway No. 8 and the right of way of the Spokane, Portland and Seattle Railway Company.

## PARCEL NO. 2:

The North Half of the Northeast Quarter (N 1/2 NE 1/4) of Section 1, Township 1 North, Range 5 E, W. M.;

The East Half of the Southeast Quarter (E 1/2 SE 1/4) of Section 36, Township 2 North, Range 5 E, W. M.;

The South Half of the Southwest Quarter (S 1/2 SW 1/4) of Section 28, Township 2 North, Range 6 E, W. M., EXCEPT that portion thereof lying easterly of the county road;

The Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4); the North Half of the Northeast Quarter of the Southeast Quarter (N 1/2 NE 1/4 SE 1/4); the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4); the West Half of the Southeast Quarter (W 1/2 SE 1/4); and the East Half of the Southwest Quarter (E 1/2 SW 1/4); all in Section 29, Township 2 North, Range 6 E, W. M.;

The North Half of the Northeast Quarter (N 1/2 NE 1/4); the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4); the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4); the West Half of the Northwest Quarter (W 1/4 NW 1/4); and the Southwest Quarter (SW 1/4); all in Section 32, Township 2 North, Range 6 E, W. M.;

The Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 33, Township 2 North, Range 6 E. W. M.;

The East Half of the East Half (E 1/2 E 1/2); the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4); the South Half of the Northeast Quarter of the Southwest Quarter (S 1/2 NE 1/4 SW 1/4); the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4); and the West Half of the Southwest Quarter (W 1/2 SW 1/4); all in Section 31, Township 2 North, Range 6 E. W. M.;

EXCEPT the following described tract: Beginning at the southwest corner of the said Section 31; thence due east along the south boundary of said Section 31 a distance of 2,550 feet to the true point of beginning; thence due north a distance of 970 feet to a point; thence due east along a line parallel to the south boundary of the said Section 31 a distance of 1,370 feet to a point; thence due south a distance of 970 feet to a point on the south boundary of the said Section 31; thence due west along the said south boundary a distance of 1,370 feet to the true point of beginning; TOGETHER with an easement for an access road thereto 20 feet wide;

AND EXCEPT the following described tract: Beginning at a point 660 feet south of the center of the said Section 31; this point being the southeast corner of a 20 acre tract; thence south 214 feet; thence north 31° 27' west 205.1 feet to the south line of the 20 acre tract; thence east 130 feet to the point of beginning, containing 32/100 acre, more or less; ALSO EXCEPT roadway conveyed to Cripe and Smith by agreement dated February 8, 1911, recorded at page 204 of Book 2 of Agreements & Leases, Records of Skamania County, Washington.



EXHIBIT "B"

## RELEASE PROVISIONS

Seller shall give partial deed releases to Property subject to the following conditions:

1. Purchaser will prepare an overall preliminary plan for development of Property which will be submitted to Seller for its approval, which shall not be unreasonably withheld. This plan will show the general location of roads required for subdivision of Property.

2. Any subdivisions, dedication of streets, or platting will be submitted to Seller for its approval, which shall not be unreasonably withheld.

3. Releases shall be (a) at least 20-acre parcels, (b) contiguous to other released property, (c) in accordance with the preliminary plan, and (d) where fronting on existing roads, the depth shall be at least three times the dimension of the lot frontage.

4. Easements for access and utilities shall be reserved or established wherever necessary to prevent any portion of Property not released from becoming landlocked, which easements shall automatically terminate upon release of all of Property.

5. Any time after closing Seller will provide Purchaser partial fulfillment deeds for 100 acres without any payment. Thereafter Seller will give deeds for reduction of principal on the following basis: \$200 per acre.

6. Seller hereby designates any <sup>(2)</sup> of the following as <sup>(2)</sup> attorneys-in-fact for Seller, and each of them, to execute and deliver any releases, deeds, plats, easements or other instruments required by this Exhibit "B" entitled "Release Provisions" and to make any changes in such Release Provisions as they at their sole discretion deem appropriate or necessary:

EITHER [Arnold Olson  
Donald Olson  
Stuart E. Rogers

Thomas B. Foster  
Robert R. Walker  
R. Orval Dreisbach

AND ONE OF THE FOLLOWING FOUR SECRETARIES

W.K. 200  
J.E.O.  
J.E.O. 200