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Woodrich & Archer

O'Lasry

AFTER RECORDING MAIL TO:

Woodrich & Archer LLP  
110 SE Cascade Avenue  
P.O. Box 510  
Stevenson WA 98648  
(509) 427-5665

Document Title(s) or transactions contained therein:

1. DURABLE GENERAL POWER OF ATTORNEY

Grantor(s): [Last name first, then first name and initials]

1. MARIE WATERS, Principal

☐ Additional names on page \_\_\_\_\_ of document

Grantee(s): [Last name first, then first name and initials]

1. RITA SCHAFF

2. JAMES WATERS

☐ Additional names on page \_\_\_\_\_ of document

Abbreviated Legal Description: [i.e., k4/block/plat or sec/twp/range/4/4/4]

N/A

☐ Complete legal description is on page \_\_\_\_\_ of document

Reference Number(s) of Documents Assigned or Released: [BK/Pg/Aud#]

N/A

☐ Additional numbers on page \_\_\_\_\_ of document

Assessor's Property Tax Parcel/Account Number(s):

N/A

☐ Property Tax Parcel ID is not yet assigned

original

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### DURABLE GENERAL POWER OF ATTORNEY

1. Designation. I, MARIE WATERS, as principal (the "Principal"), residing in Skamania County, Washington, do hereby appoint RITA SCHAFF as my true and lawful attorney-in-fact.

2. Authorization and Powers. The attorney-in-fact is hereby authorized to do and perform all acts in the Principal's place and stead as fully as the Principal might do and perform such acts as principal. Specifically included within this general authority, and not by way of limitation (except as specifically provided), shall be the following powers and authority:

2.1 Property. To purchase, receive, take possession of, lease, sell, convey, exchange, endorse, pledge, mortgage, release, hypothecate, encumber or otherwise dispose of property or any interest in property (including life insurance and annuity policies), whether real, personal, mixed, tangible or intangible.

2.2 Financial Accounts. To deal with accounts (including, but not limited to custodial accounts), maintained or owned by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions, stock brokerages, custodians, trust companies, escrow agents, trustees, and securities dealers). This power shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts, and to borrow on, or to make deposits, transfers, exchanges, and withdrawals with respect to all such accounts.

2.3 Moneys Due. To request, demand, recover, collect, endorse and receive all moneys, debts, accounts, gifts, inheritances, bequests, dividends, annuities, rents and other payments due the Principal.

2.4 Claims Against The Principal. To pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, 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.

2.5 Legal Proceedings. To participate in any legal action in the name of the Principal or otherwise. This shall include: (a) actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceedings for equitable or injunctive relief; and (b) legal proceedings in connection with the authority granted in this instrument.

2.6 Written Instruments. To 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 in the exercise of the powers and authority granted to the attorney-in-fact as fully as the Principal could do if personally present.

2.7 Proxies. To act as the Principal's attorney or proxy in respect to any stock, shares, bonds, or other securities or investments, rights, or interest the Principal may now or hereafter hold.

2.8 Agents. With respect to all or any of the matters or things herein mentioned and upon such terms as the attorney-in-fact shall think fit, to engage and dismiss agents, counsel, and employees, and to appoint and remove substitutes.

2.9 Taxes. The attorney-in-fact shall have the authority to represent the Principal in all tax matters; to prepare, sign, and file federal, state, and local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters; and any and all other tax-related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code of 1986, as amended, and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service and any state and local taxing authority with respect to any tax year between the years 1985 and 2027; to pay taxes due, collect and make such disposition of refunds as the attorney-in-fact shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and any state and local taxing authority; to exercise any elections the Principal may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which the Principal is entitled; and generally to represent the Principal or obtain professional representation for the Principal in all tax matters and proceedings of all kinds and for all periods between the years 1985 and 2027 before all officers of the Internal Revenue Service and state and local authorities and in any and all courts; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and assist the Principal in connection with any and all tax matters involving or in any way related to the principal or any property in which the Principal has or may have an interest or responsibility. The address and telephone number of the attorney-in-fact is: 21 Emerald Drive, Carson, Washington, 509-427-7244.

2.10 Safe Deposit Boxes. To access any safe deposit box to which the Principal has the right of access (individually or with another), and to remove any or all of the contents thereof, which the Principal would have the right to remove, or to add items thereto.

2.11 Exercise of Fiduciary Powers. To the extent permitted by law, in any case in which the Principal may now or hereafter be a fiduciary, to exercise for the Principal, and in the Principal's name, place, and stead, as such fiduciary, any or all of the powers and authorities granted thereby.



2.12 Health Care. To provide for the Principal's support, maintenance, health and urgent necessities, including full authority to provide informed consent on the Principal's behalf for health care (pursuant to RCW 7.70 and 11.94.010(3)) or medical treatment when the Principal is unable to do so, and to act as the Principal's guardian in such circumstances. If the Principal must be hospitalized or placed in a nursing home or similar facility, it is the Principal's intention that the Principal return to the Principal's home as soon as practicable or possible.

2.13 Gifts. Subject to paragraph 3 below, to make gifts outright, in trust or to a custodian, on the Principal's behalf to the Principal's spouse or to any of the Principal's lineal descendants, not in excess of the annual exclusion provided by Section 2503(b) of the Internal Revenue Code of 1986, as amended from time to time (the "Code") (without modification pursuant to Section 2523(i) of such Code regarding a \$100,000 limitation for gifts to noncitizen spouses); and to make gifts consistent with the Principal's previous gifting activity. This power shall include the power to make such gifts to, or from, any account, guardianship estate, custodianship or trust estate from which, or to which, the Principal could make such gifts, and the power to cause the custodian, guardian or trustee to do so, or accept such. If the property however, is subject to trust, then this power may only be exercised in a manner whereby the trustee distributes the property to the Principal so that the Principal (or the Principal's legal guardian or attorney-in-fact) may independently use such property for such gifting purposes.

2.14 Disclaimers, Releases and Exercise of Powers of Appointment. To disclaim pursuant to Chapter 11.86 of the Revised Code of Washington or otherwise, all or any assets, property or interest to which the Principal might otherwise be entitled as a beneficiary (as that term is defined in RCW 11.86.011 or otherwise), the power pursuant to RCW 11.95 (or otherwise) to release in whole or part any power of appointment the Principal may possess, and the power to exercise any general power of appointment the Principal possesses in favor of the Principal or the Principal's estate.

2.15 Gifts to Qualify for Assistance. Subject to paragraph 3 below, to make transfers to the Principal's spouse and/or family members pursuant to RCW 11.94.050, as amended from time to time, which would not be prohibited by applicable law or regulation, including RCW 74.09 and applicable rules and regulations thereunder (as amended from time to time), for the purposes of qualifying the Principal for medical assistance (Medicaid), Community Options Program Entry System Project (COPES), the limited casualty program for the medically needy or other similar public or private assistance. This power shall only apply in the event the Principal requires, or is reasonably expected to require, the type of services and benefits available under such programs. This paragraph 2.15 shall not be construed to prohibit transfers which would cause there to be a waiting period or disqualification, if in the attorney-in-fact's judgment, incurring the waiting period or disqualification is in the long run best interest of the Principal and the Principal's estate. The provisions of paragraph 2.13 above regarding powers to cause distributions from a trust for gifting purposes are hereby

incorporated in this paragraph 2.15 respecting the types of transfers and gifts contemplated by this paragraph 2.15.

2.16 Sever Joint Tenancies. To sever any joint tenancy with right of survivorship where all of the other tenants are either the Principal's spouse, the Principal's issue or the Principal's ancestors, or any of them, thereby creating a tenancy-in-common with respect to the Principal.

2.17 Community Property Agreements. To agree with the Principal's spouse to the partial or total revocation or termination of any community property agreement or property status agreement.

2.18 United States Treasury Bonds. To purchase United States Treasury Bonds which may be redeemed at par in payment of federal estate taxes.

3. Ascertainable Standard. Notwithstanding any provision of this power of attorney or of applicable law seemingly to the contrary, any right or power exercisable by the attorney-in-fact, which would otherwise constitute a general power of appointment in the attorney-in-fact under Sections 2041 or 2514 of the Code, may only be exercised by the attorney-in-fact in his or her favor for the purpose of providing for the attorney-in-fact's health, education, support or maintenance.

4. Accounting. The attorney-in-fact shall keep a reasonable record of actions taken on the Principal's behalf and shall be reimbursed for all costs and expenses reasonably incurred. In addition, the attorney-in-fact shall be entitled to receive at least annually, without court approval, reasonable compensation for services performed on the Principal's behalf. The attorney-in-fact may waive this right to compensation from time to time.

5. Guardian. If it becomes necessary to appoint a guardian of the Principal's person or estate, the Principal hereby nominates RITA SCHAFF to serve in that capacity.

6. Effectiveness. This power of attorney shall become effective immediately.

7. Durable Nature. All acts done by the attorney-in-fact during any period of the Principal's disability, incapacity or uncertainty as to whether the Principal is dead or alive shall have the same effect and inure to the Principal's benefit and bind the Principal or the Principal's guardians, heirs, beneficiaries, and personal representatives as if the Principal were alive, competent and not disabled. This power of attorney shall not be affected by the disability of the Principal.

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8. Successor. If for any reason RITA SCHAFF declines, fails, resigns or for any reason cannot serve as attorney-in-fact, the Principal hereby appoints JAMES WATERS to be the Principal's attorney-in-fact hereunder, with all of the rights and powers of the original attorney-in-fact and with full power of substitution in the premises.

9. Indemnity. The Principal and the Principal's estate shall hold harmless and indemnify the attorney-in-fact from all liability for acts (or omissions) done in good faith and not in fraud of the Principal, provided, however, this indemnity shall not extend to acts or omissions constituting gross negligence or intentional wrongdoing.

10. Reliance. Any person acting without negligence and in good faith in reasonable reliance on this power of attorney shall not incur any liability thereby. Any action taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, beneficiaries and personal representatives of the Principal.

11. Governing Law. This power of attorney shall be governed, construed and interpreted in accordance with the internal laws of the State of Washington, without regard to choice of law or conflicts of law principles.

IN WITNESS WHEREOF, I have hereunto set my hand in the State of Washington this 18 day of July, 2003.

PRINCIPAL

*Marie Waters*

MARIE WATERS  
Address: 21 Emerald Drive  
Carson, WA. 98610  
S.S. No.: 544-30-1506

ACCEPTED AND AGREED TO:

*Rita Schaff*  
RITA SCHAFF  
Address: 21 Emerald Drive  
Carson, WA. 98610  
Telephone: (509)427-5480

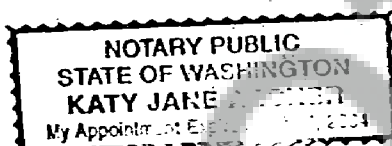


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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAMANIA )

I certify that I know or have satisfactory evidence that MARIE WATERS is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 18<sup>th</sup> day of July, 2003.



*Katy Jane Jensen*  
Notary public in and for  
the State of Washington

My appointment expires: 5/17/04

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WHEREAS, The Burlington Northern and Santa Fe Railway Company, a Delaware Corporation, formerly Burlington Northern Railroad Company and prior to that, Burlington Northern Inc., corporate successor in interest and title by merger to Great Northern Railway Company (hereinafter called the "Company"), and Citibank, N.A., formerly The First National Bank of the City of New York, as Trustee, are parties to that certain Great Northern Railway Company General Gold Bond Mortgage dated January 1, 1921, as amended by Supplemental Indentures, dated, respectively, March 19, 1936, as of January 1, 1937, April 18, 1944, as of July 1, 1944, March 20, 1945, July 1, 1945, two supplements as of January 1, 1946, as of July 2, 1953, as of September 1, 1954, two supplements as of March 2, 1970, as of July 1, 1970, as of January 1, 1971, as of January 1, 1974, as of July 1, 1975, as of January 1, 1978, as of July 1, 1980, as of May 14, 1981, as of December 31, 1981, as of December 31, 1982, as of January 29, 1986, as of November 20, 1987, as of December 22, 1992, and as of December 31, 1996, under which General Gold Bond Mortgage Bonds of several series have been issued;

WHEREAS, Great Northern Railway Company General Mortgage 2.625% Gold Bonds, Series Q, due January 1, 2010 were the only issue of bonds outstanding in the hands of the public and the Company has effected the early redemption of the same by depositing in trust with U. S. Bank Trust National Association 100 1/8% of the principal amount owing on the Series Q Bonds and the interest owing thereon and has paid or caused to be paid all other sums payable by it under the Great Northern Railway Company General Gold Bond Mortgage;

WHEREAS, the Great Northern Railway Company General Mortgage 9 1/2% Gold Bonds, Series S, due January 1, 2010, the Great Northern Railway Company General Mortgage 8 1/2% Gold Bonds, Series T, due January 1, 2010, the Great Northern Railway Company General Mortgage 8.6% Gold Bonds, Series U, due January 1, 2010, the Great Northern Railway Company General Mortgage 9 1/4% Gold Bonds, Series V, due January 1, 2010, General Mortgage 9 1/4% Gold Bonds, Series W, due January 1, 2010 and the Great Northern Railway Company General Mortgage 12 7/8% Gold Bonds, Series X, due January 1, 2010, have been released as security for other obligations and the same have been set aside for cancellation.

NOW THEREFORE, in consideration of the premises and of the sum of ten dollars (\$10.00) to the Trustee duly paid by the Company at or before the execution of this instrument, receipt of

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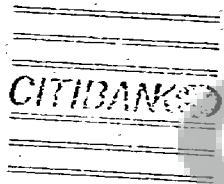


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which is hereby acknowledged, the Trustee pursuant to the provisions of the Great Northern Railway Company General Gold Bond Mortgage, does hereby acknowledge that said General Gold Bond Mortgage is canceled, satisfied, released and discharged; does hereby assign, convey, transfer and deliver to the Company, its successors and assigns, all the estate, right, title and interest of the Trustee in and to the property rights, and interest conveyed, assigned and pledged to the Trustee under the Great Northern Railway Company General Gold Bond Mortgage subject to any existing liens not created by the Great Northern Railway Company General Gold Bond Mortgage; does hereby authorize the recording of this Instrument of Release and Satisfaction and any other such document in all offices as shall be necessary to remove the lien of said Great Northern Railway Company General Gold Bond Mortgage; and further, does hereby agree to do such other acts and things that shall be necessary to vest in The Burlington Northern and Santa Fe Railway Company title, subject to any existing liens, not created by the Great Northern Railway Company General Gold Bond Mortgage, in and to the property, right and interest, conveyed, assigned and pledged to the Trustee under the Great Northern Railway Company General Gold Bond Mortgage.

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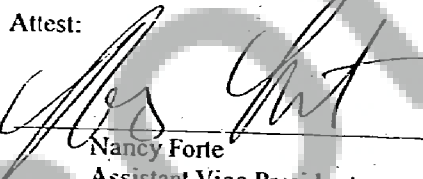
IN WITNESS WHEREOF, Citibank, N.A., formerly The First National Bank of the City of New York, Trustee, has caused this instrument to be signed, and its corporate seal to be hereunto affixed, by one of its Vice Presidents and to be attested by one of its authorized officers all as of the 1st day of January 2003.




CITIBANK, N.A.

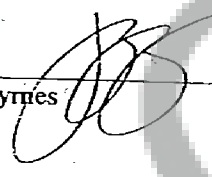
By:   
P. DeFelice,  
Vice President

Attest:

  
Nancy Forte  
Assistant Vice President

Signed, sealed and acknowledged by Citibank, N.A. as  
Trustee in the presence of:

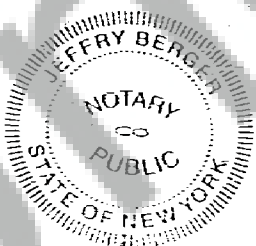
  
Robert Kirchner

  
John Byrnes

STATE OF NEW YORK )  
 )SS  
CITY AND COUNTY OF NEW YORK )

On this 29th day of January, 2003, before me, Jeffry Berger, a duly authorized Notary Public in said City and County in the State aforesaid, personally appeared P. DeFelice and Nancy Forte, to me known to be a Vice President and an Assistant Vice President, respectively, of Citibank, N.A., a national banking association organized and existing under the laws of the United States of America, the association that executed the within and foregoing instrument; and the said P. DeFelice and Nancy Forte acknowledged the said instrument to be the free and voluntary act and deed of said association for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the seal thereto is the seal of said association.

IN WITNESS WHEREOF I have hereunto set my hand and  
affixed my official seal the day and year first above written.



*Jeffry Berger*  
Notary Public

JEFFRY BERGER  
Notary Public, State Of New York  
No. 018E5015314  
Qualified in Kings County  
Commission Expires July 26, 2005



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Mortgage registration tax due hereon: none.

Unless otherwise directed by The Burlington Northern and Santa Fe Railway Company, real property taxes for the real property of The Burlington Northern and Santa Fe Railway Company, should be sent to:

Alec Vincent, Director of Taxes  
The Burlington Northern and Santa Fe Railway Company  
2500 Lou Menk Drive  
Fort Worth, Texas 76131

Addresses of the parties to the foregoing instrument:

The Burlington Northern and Santa Fe Railway Company  
Attn: Craig N. Smetko  
2500 Lou Menk Drive  
Fort Worth, Texas 76131

Citibank, N.A., as Trustee, Corporate Trust Office  
111 Wall Street-14th Floor  
New York, New York 10005

Prepared by:

The Burlington Northern and Santa Fe Railway Company  
Attn: Craig N. Smetko  
2500 Lou Menk Drive  
Fort Worth, Texas 76131  
(817)-352-3465

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