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Page 1 of 8
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AFTER RECORDING MAIL TO:

Name GREENEN & GREENEN, PLLC
Address 1104 MAIN ST., STE. 400
City/State VANCOUVER, WA 98660

Document Title(s): (or transactions contained therein)

1. DURABLE POWER OF ATTORNEY
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document



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

1. MELISSA KELLY LYALL-LANDACRE
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

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

1. RICK IVAN LANDACRE
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

SE ¼ SEC 24 T7N R5E & SE ¼ SEC 26 & SW ¼ SEC 26 T7N R6E

☒ Complete legal description is on page 6 of document

Assessor's Property Tax Parcel / Account Number(s): 07-05-24-0-0-0600-00
07-06-26-0-0-0500-00 07-06-26-0-0-0501-00 96-000500

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DURABLE POWER OF ATTORNEY
EFFECTIVE IMMEDIATELY
STATE OF WASHINGTON
OF
MELISSA KELLY LYALL-LANDACRE**

THE UNDERSIGNED INDIVIDUAL, domiciled and residing in the State of Washington, designates the following named person as attorney in fact to act for undersigned as principal.

1. **DESIGNATIONS.** RICK IVAN LANDACRE is designated as attorney in fact for the principal.

2. **POWERS.** 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. In addition and not otherwise in limitation thereof, the attorney in fact shall have the power to:

A. make, amend, alter, or revoke any of the principal's wills, codicils, life insurance beneficiary designations, employee benefit plan beneficiary designations, trust agreements or community property agreements only upon receiving court approval to do so;

B. make gifts of property owned by the principal;

C. make transfers of property to any trust (whether or not created by the principal) whether or not the trust benefits the principal alone or has dispositive provisions which are different from those which would have governed the property had it not been transferred into the trust;

D. disclaim property;

DURABLE POWER OF ATTORNEY - 1

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E. deal with any safe deposit boxes I may have, including the authority to enter any safe deposit box in which the Principal has a right of access;

F. withdraw, alter or amend any individual retirement accounts.

G. make decisions relating to the person of the principal, including providing informed consent for health care decisions on the principal's behalf, such as consenting to operations, hospitalization and any other physical medical treatment or any mental health treatment, including but not limited to the following:

i. obtaining access to medical records and other personal information including, but not limited to, medical and hospital records; executing any releases or other documents that may be required in order to obtain such information; and disclosing such information as attorney in fact deems appropriate. Towards this end, the attorney in fact shall also be authorized to sign any Patient Authorization/Disclosure forms required in order to permit the release of protected health information concerning the Principal, including but not limited to such releases of information forms regulated by the Health Insurance Portability and Accountability Act (HIPAA).

ii. employing and discharging medical personnel as attorney in fact shall deem necessary for the principal's physical, mental and emotional well-being, and paying them (or causing to be paid to them) reasonable compensation.

iii. giving or withholding consent to any medical procedure, test or treatment, including but not limited to surgery and life sustaining procedures; and arranging for the principal's hospitalization, convalescent care, hospice, or home care.

iv. signing, executing and delivering any contract or other document that may be necessary, desirable, convenient or proper in order to exercise any of the powers described in this paragraph and incurring reasonable expenses in the exercise of such powers. The attorney in fact shall be reimbursed for all reasonable costs and expenses incurred on the principal's behalf.

H. provide for the support, maintenance, health, emergencies and urgent necessities of the disabled or incapacitated principal.

I. purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.

DURABLE POWER OF ATTORNEY - 2

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MC # 2006164232
Page 3 of 8

J. purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.

K. deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions, and securities dealers). This shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts, and to make deposits, transfers, and withdrawals with respect to all such accounts.

L. purchase United States Treasury Bonds which may be redeemed at par in payment of federal estate taxes and purchase, sell, and/or pledge any other types of securities, including common stocks in private or publicly held corporations.

M. request, demand, recover, collect, endorse and receive all moneys, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.

N. pay, settle, compromise or otherwise discharge any and all claims of liability of 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.

O. 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, (b) restraining orders, orders of protection, and anti-harassment orders on behalf of the Principal, and (c) any legal proceedings in connection with the authority granted in this instrument.

P. 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.

Q. make any transfers of resources not prohibited by Washington law, for the purpose of qualifying the Principal for medical assistance or the limited casualty program for the medically needy and so long as the amount transferred in any calendar month shall not cause ineligibility for government benefits.

R. sign federal income tax returns, and all necessary forms, statements and declarations required by federal income tax rules and regulations, on behalf of the Principal; request, receive, take possession of, and endorse any federal income tax refund owed to the

DURABLE POWER OF ATTORNEY - 3

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principal; and to make all elections and decisions allowed to be made by the Principal, by the Internal Revenue Code and federal rules and regulations; and to deal in all ways necessary, on the Principal's behalf, with the Internal Revenue Service.

S. make decisions and obtain information relating to the Principal, with any and all insurance companies on behalf of the Principal including, but not limited to, health insurance companies, life insurance companies and any other insurance companies obtained by the Principal.

3. EFFECTIVENESS. This Durable Power of Attorney shall be effective immediately and shall not be affected by my disability or incompetency.

4. DURATION. The Durable Power of Attorney becomes effective as provided in Paragraph 3 and shall remain in effect to the extent permitted by RCW 11.94, or until revoked or terminated under Paragraph 5 or 6, notwithstanding any uncertainty as to whether the principal is dead or alive, and notwithstanding requirements to the contrary by any institution's provisions or requirements that may require the execution of a Power of Attorney with a more current date.

5. REVOCATION. This Durable Power of Attorney may be revoked, suspended or terminated in writing by principal with written notice to the designated attorney in fact and by recording the written instrument of revocation in the office of recorder or auditor of Clark County, Washington.

6. REVOCATION OF PRIOR POWERS OF ATTORNEY. In signing this Durable Power of Attorney, I hereby revoke any and all Powers of Attorney previously executed by me.

7. TERMINATION. (a) By Appointment of Guardian. The appointment of a guardian of the estate of the principal vests in the guardian with court approval, the power to revoke, suspend or terminate this Durable Power of Attorney. The appointment of a guardian of the person only does not empower the guardian to revoke, suspend or terminate this Durable Power of Attorney. (b) By Death of Principal. The death of the principal shall be deemed to revoke this Durable Power of Attorney upon actual knowledge or actual notice being received by the attorney in fact.

8. ACCOUNTING. The attorney in fact shall be required to account to any subsequently appointed personal representative of my estate.

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 Durable Power of Attorney so long as

DURABLE POWER OF ATTORNEY - 4

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DOC # 2006164232
Page 5 of 8

neither the attorney in fact nor any person with whom he was dealing at the time of any act taken pursuant to this Durable Power of Attorney, had actual knowledge or actual notice of any revocation, suspension or termination of the Durable Power of Attorney by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees or personal representatives of the principal.

10. 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.

11. NOMINATION OF GUARDIAN. If any court shall be asked to appoint either a guardian or limited guardian of my estate and/or person, I nominate **RICK IVAN LANDACRE** to serve as such Guardian, and hereby request the court to so appoint him.

12. APPLICABLE LAW. The laws of the State of Washington shall govern this Durable Power of Attorney.

13. DEFINITION. The term "attorney in fact" as used herein shall be deemed to mean "co-attorneys in fact" or "successor attorney in fact" when such are functioning as the attorney in fact appointed by this document.

14. EXECUTION. This Durable Power of Attorney is signed this 21st day of December, 2005, to become effective as provided in Paragraph 3.

Melissa Kelly Lyall-Landacre
MELISSA KELLY LYALL-LANDACRE - Principal

STATE OF WASHINGTON)
) ss.
County of Clark)

ON THIS DAY personally appeared before me **MELISSA KELLY LYALL-LANDACRE**, to be known to be the individual described in and who executed the within and foregoing Durable Power of Attorney, and acknowledged to me that her signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of December, 2005.

Jacqueline J. Keller
Notary Public in and for the State of
Washington, residing at Battle Ground
My Commission expires 09-24-06

DURABLE POWER OF ATTORNEY - 5

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DOC # 2006164232
Page 6 of 8

EXHIBIT 'A'

PARCEL I

A portion of the West half on the Southeast Quarter of Section 24, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the West line of the Southeast Quarter of Section 24 that is North 00°23'02" East, 1094.00 feet from the South Quarter Corner of Section 24; thence South 89°56'27" East, 59.64 feet to the centerline of a 60 foot private road easement; thence following said easement centerline along the arc of a 105 foot radius curve to the right (the radial bearing of which is North 73°56'57" East), through a central angle of 64°03'03", for an arc distance of 117.38 feet; thence North 48°00'00" East, 155.00 feet; thence along the arc of an 840 foot radius curve to the left, through a central angle of 08°00'00", for an arc distance of 117.29 feet to the intersection with the centerline of another 60 foot private road easement; thence following said latter easement centerline, South 84°00'00" East, 170.00 Feet; thence along the arc of an 400 foot radius curve to the left, through a central angle of 16°00'00", for an arc distance of 111.70 feet; thence North 80°00'00" East, 96.78 feet to the TRUE POINT OF BEGINNING; thence continuing North 80°00'00" East, 93.22 feet; thence along the arc of a 1500 foot radius curve to the left, through a central angle of 04°00'00", for an arc distance of 104.72 feet; thence North 76°00'00" East, 55.00 feet; thence along the arc of a 500 foot radius curve to the right, through a central angle of 10°00'00", for an arc distance of 87.27 feet; thence North 86°00'00" East, 27.39 feet; thence leaving said easement centerline, South 00°23'36" West, 141.37 feet to the South line of the South half of the Northwest Quarter of the Southeast Quarter of Section 24; thence continuing South 00°23'26" West, 131.81 feet; thence South 89°56'26" East, 300.00 feet to the East line of the East half of the Southwest Quarter of the Southeast Quarter of Section 24, at a point that is South 00°23'26" West, 131.81 feet from the Northeast corner thereof; thence South 00°23'26" West, 1183.69 feet to the Southeast corner of the East half of the Southwest Quarter of the Southeast Quarter of Section 24; thence South 89°55'55" West, 660.46 feet to the Southwest corner of the East half of the Southwest Quarter of the Southeast Quarter of section 24; thence North 00°23'14" East, 1316.97 feet to the Northwest corner of the East half of the Southwest Quarter of the Southeast Quarter of Section 24; thence North 00°23'14" East, 74.19 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH and SUBJECT TO 60 foot non-exclusive easements for ingress, egress, and utilities, over all existing roadways crossing the Southeast Quarter of Section 24, Township 7 North, Range 5 East, Willamette Meridian as of September 1, 2003.

ALSO TOGETHER WITH and SUBJECT TO the following road easements as recorded in following Skamania County Auditor's Records; Book 48 of Deeds, Page 249; Book 48, Page 315; Book 61, Page 630; Book 61, Page 672; Book 63, Page 583; Book 63, Page 587; Book 83, Page 340; Book 101, Page 254; Book 225, Page 147; and Book 234, Page 23.

EXHIBIT 'A'

PARCEL I

That portion of the Northeast Quarter of the Southeast Quarter of Section 26, Township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying East of the Forest Service Road(N-90).

PARCEL II

A portion of the West Half of the Northwest Quarter of the Southwest Quarter of Section 25, Township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the West Quarter Section corner of said Section 25, running thence, along the East-West centerline thereof, East 200 feet, thence South 39° East 140 feet, thence South 50 feet thence South 13° West 240 feet, thence South 30° East 150 feet, thence South 40° West 230 feet, to a point on the North line of the BG-EC-1000 Road, thence along said North line West 160 feet, to the West line of said Section 25, thence along said West line, North 690 feet to the point of beginning.