

After recording, return to:

T. RANDALL GROVE
Landerholm, P.S.
P.O. Box 1086
Vancouver, WA 98666-1086

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX
32833
OCT -9 2017

PAID EXEMPT
Shirley Ann Deputy
SKAMANIA COUNTY TREASURER

Space Above for Recording Information Only

GIFT DEED

GRANTORS: GLORIA Z. DEGROOTE, by and through her Special Attorney-in-Fact, GREG L. WILSON.

GRANTEES: ELANA T. CARPENTER, as her separate property as to an undivided 37.5% tenant-in-common interest.

R. M. TALENT, as his separate property as to an undivided 37.5% tenant-in-common interest.

THE GRANTOR, hereby conveys and warrants to GRANTEES, each as to a thirty-seven and one-half percent (37.5%) tenant-in-common interest, which is an equal division of GRANTOR'S entire interest, being an undivided seventy-five percent (75%) interest, in and to the real estate situated in Skamania County, Washington described as follows:


Lots 1 through 49 inclusive of tracts A and B of Carson Valley III according to the official plat thereof on file and of record in Book B of Plats at pages 1 and 2 under Auditor's File Number 81820 recorded March 5, 1976, Records, Skamania County, Washington; fully described on Exhibit "A" attached hereto.

Assessor's Parcel Number 03082122010100

GREG L. WILSON was appointed as Special Attorney-in-Fact for GLORIA Z. DEGROOTE pursuant to an Appointment of Special Attorney-in-Fact dated October 26, 2012, which is attached hereto as Exhibit "B." Said Appointment of Special Attorney-in-Fact was made pursuant to paragraph 2 of the Individual Power of Attorney for GLORIA Z. DEGROOTE dated January 14, 2011, which is attached hereto as Exhibit "C."

The liability and obligations of the Grantor to Grantees and Grantees' successors under the warranties contained herein shall be limited to the amount, nature and terms of any title insurance coverage available to the Grantor under any title insurance policy. The Grantor shall have no liability or obligations except to the extent that reimbursement for such liability or obligation is available to the Grantor under any title insurance policy.

DATED this 27 day of December, 2012.



 GREG L. WILSON, as Special Attorney-in-Fact for
 GLORIA Z. DEGROOTE

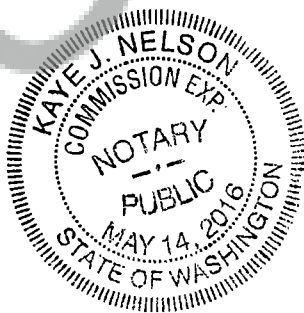
STATE OF WASHINGTON)


) ss.

County of Clark)

I certify that I know or have satisfactory evidence that GREG L. WILSON is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Special Attorney-in-Fact for Gloria Z. DeGroote, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 27th day of December, 2012.





 Notary Public for Washington
 Residing at Clark County
 My appointment expires: 5-14-16

GIFT DEED - 2

CARE05-000001 - 607770.doc


 **LANDERHOLM**
 805 Broadway Street, Suite 1000
 PO Box 1086
 Vancouver, WA 98666
 T: 360-696-3312 • F: 360-696-2122

Exhibit "A"

Lots 1 through 49 inclusive of tracts A and B of Carson Valley III according to the official plat thereof on file and of record in Book B of Plats at pages 1 and 2 under Auditor's File Number 81820 recorded March 5, 1976, Records, Skamania County, Washington;

Including, tracts of land located in Section 21, Township 3 North, Range 8 East of the W.M., described as follows:

Lots 1, 2 and 3, of Louis Bennett Short Plat, recorded June 28, 1977 in Book 1 of Short Plats, Page 84-G, Auditor's File No. 84336, Records of Skamania County, Washington.

Skamania County Assessor
Date 10-9-17 Parcel# 38-21-2-2-101


APPOINTMENT OF SPECIAL ATTORNEY-IN-FACT

The undersigned ELANA T. CARPENTER and R. M. TALENT, hereby declare as follows:

1. We, ELANA T. CARPENTER and R. M. TALENT, are the duly authorized and acting Co-Attorneys-in-Fact for GLORIA Z. DeGROOTE, pursuant to the Gloria Z. DeGroote Individual General Durable Power of Attorney dated January 14, 2011 (the "Power of Attorney"), a copy of which is attached as Exhibit A.

2. Paragraph 2 of the Power of Attorney authorizes the Co-Attorneys-in-Fact to appoint a Special Attorney-in-Fact to exercise one or more powers set forth therein on behalf of Gloria Z. DeGroote (the "Principal").

3. We hereby appoint GREG L. WILSON as the Special Attorney-in-Fact for the Principal to exercise the authority and powers specified below.

4. The Special Attorney-in-Fact shall have the authority to exercise the powers set forth in paragraphs 4(v)(1) and (6) of the Power of Attorney. Such paragraphs authorize the disclaimer of any interest or power on behalf of the Principal, and the authority to make gifts to or for the benefit of one or more of the Principal's children and other lawful descendants (outright, in trust or to a custodial account), including gifts which exceed the annual gift tax exclusion.

5. The Special Attorney-in-Fact shall have the authority to decide whether to disclaim, on behalf of the Principal, all or any portion of the interest in the real property located in Skamania County, State of Washington, commonly referred to as the Bass Lake property that is held by or allocable to the George DeGroote Decedent's Trust, which was established pursuant to the terms of the DeGroote Family Trust dated March 6, 1992, as amended. Such disclaimer (if any) must be in writing and executed on or before September 16, 2011. In addition, the Special Attorney-in-Fact shall have the authority to make gifts of assets in equal shares to each child of the Principal. Such gifts may include, but are not limited to, all or any portion of the interest of the Principal in the Bass Lake property that is held either individually or by the Gloria Z. DeGroote Survivor's Trust, established pursuant to the terms of the DeGroote Family Trust dated March 6, 1992, as amended.



6. The authority granted in this instrument shall terminate at 11:59 p.m. on December 31, 2011.

7. This instrument may be executed in counterpart signature pages.

This Appointment of Special Attorney-in-Fact is executed at Longview, Washington on this 13th day of September, 2011.

ELANA T. CARPENTER
ELANA T. CARPENTER

This Appointment of Special Attorney-in-Fact is executed at _____, Washington on this ____ day of _____, 2011.

R. M. TALENT
R. M. TALENT



6. The authority granted in this instrument shall terminate at 11:59 p.m. on December 31, 2011.

7. This instrument may be executed in counterpart signature pages.

This Appointment of Special Attorney-in-Fact is executed at _____,
Washington on this _____ day of _____, 2011.

ELANA T. CARPENTER

This Appointment of Special Attorney-in-Fact is executed at Sturgeon
Washington on this 13 day of Sept, 2011.

R. M. TALENT



GLORIA Z. DeGROOTE

INDIVIDUAL GENERAL DURABLE POWER OF ATTORNEY

THE UNDERSIGNED INDIVIDUAL, domiciled and residing in the state of Washington, hereby revokes any and all Powers of Attorney relating to financial matters executed by the principal previous to this date, and the principal hereby designates the following-named person(s) as attorney-in-fact to act for the undersigned as the principal who may hereafter become incapacitated.

1. **Designations.** ELANA T. CARPENTER and R.M. TALENT are designated as co-attorneys-in-fact for the principal. If one of the co-attorneys-in-fact is unable or unwilling to serve, the other may serve in the capacity of sole attorney-in-fact.

2. **Power to Appoint Special Attorney-in-Fact.** The attorney-in-fact shall have the authority to appoint a special attorney-in-fact to exercise one or more of the powers set forth herein. Such appointment shall be in writing and shall set forth the authority granted to the special attorney-in-fact (including the date of termination of such powers, if any).

3. **Nomination of Guardian of Estate.** Said attorney-in-fact is hereby nominated guardian of the estate if protective proceedings for the principal are hereafter commenced.

4. **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 and power to contract for the principal. The attorney-in-fact shall have the authority to do and perform all and every act and thing necessary or desirable to conduct, manage and control all of principal's business and property, wheresoever situate, and whether now owned or hereafter acquired, as the principal's attorney-in-fact may deem for the principal's best interests and to execute and acknowledge any and all instruments necessary or proper to carry out the following powers, hereby releasing all third persons from responsibility for the attorney-in-fact's acts and omissions and the principal empowers the attorney-in-fact to indemnify all such persons against loss, expense and liability. Except as otherwise provided herein, the attorney-in-fact shall have the power to revoke or change any estate plan or testamentary document executed by the principal with the approval of a court of competent jurisdiction. In addition to the powers listed above, the attorney-in-fact shall have the power:

(a) **Management.** To take possession of, manage, administer, operate, maintain, improve and control all property, real and personal; to insure and keep the same insured; and to pay any and all taxes, charges and assessments that may be levied or imposed upon any thereof.

(b) **Collections.** To collect and receive any money, property, debts or claims whatsoever, now or hereafter due, owing and payable or belonging to the principal; and to forgive debts; and to give receipts, acquittance or other sufficient discharges for any of the same.

(c) **Checks and Notes.** To sign, endorse, sell, discount, deliver and/or deposit checks, drafts, notes and negotiable or nonnegotiable instruments, including any payments to the principal drawn on the Treasury of the United States or the state of Washington or any other state or governmental entity, and to accept drafts.

(d) **Investments.** To retain any property in the hands of the attorney-in-fact in the form in which it was received; and to make investments and changes of investments in such securities, including common and preferred stocks of corporations or other property, real or personal, as the principal's attorney-in-fact may deem prudent.

(e) **Debts.** To pay debts and other obligations.

(f) **Litigation.** To sue upon, defend, compromise, submit to arbitration or adjust any controversies in which the principal may be interested; and to act in the principal's name in any complaints, proceedings or suits with all the powers principal would possess if personally present and under no legal disability.

(g) **Acquisition.** To bargain for, buy and deal in real and personal property and goods of every description.

(h) **Specific Real Property Rights.** To exercise the principal's rights with respect to all real property, including, but not limited to, the right to hold, manage, lease, develop, subdivide, sell and encumber real property owned by the principal.

(i) **Disposition.** To sell, convey, grant, exchange, transfer, option, convert, mortgage, convey deed of trust, pledge, consign, lease and otherwise dispose of any of the principal's property, whether real or personal, including, but not limited to, personal guarantees and unsecured borrowing on the principal's behalf.

(j) **Borrowing.** To advance or loan the attorney-in-fact's own funds on the principal's behalf; and to borrow any sums of money on such terms and at such rate of interest as the principal's attorney-in-fact may deem proper and to give security for the repayment of the same.

(k) **Agreements.** To make and deliver any deeds, conveyances, contracts, covenants and other instruments, undertakings or agreements, either orally or in writing, which the attorney-in-fact may deem proper.

(l) **Voting.** To appear and vote in person or by proxy at any corporate or other meeting.

(m) **Safe Deposit Box.** To have access to any safe deposit box which has been rented in the name of the principal or in the names of the principal and any other person or persons.

(n) **Withdrawal of Funds.** To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor or broker in the name of the principal or in the names of the principal and any other person or persons and generally to do any business with any such financial institution or agency on behalf of the principal.

(o) **Tax Returns.** To sign and file all city, county, state, federal and other governmental or quasi-governmental tax returns or reports, including income, gift, sales, business, and property tax returns or reports of every kind whatsoever; to execute waivers, extension agreements, settlement agreements and closing agreements with respect to those returns and to appear for the principal, in person or by attorney, and represent principal before the United States Treasury Department or the Washington Department of Revenue or the taxing authority of any other state or governmental entity. This authority shall include the authority to execute IRS Form 2848 and any other power of attorney forms that will enable the attorney-in-fact to act on behalf of the principal with respect to federal and state tax matters.

(p) **Government Benefits.** To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlements from Social Security, Medicare and military service.

(q) **Treasury Bonds.** To purchase U.S. Treasury bonds or other instruments redeemable at par in payment of federal estate taxes.

(r) **Guardian Ad Litem.** To waive, on behalf of the principal, the right to have a guardian ad litem appointed to protect the interest of the principal in any court proceeding if the attorney-in-fact deems that the principal's interests are otherwise adequately protected.

(s) **Substitution and Delegation.** To appoint and substitute for said attorney-in-fact any attorneys-in-fact, nominees or attorneys to exercise any or all of the powers herein and to revoke their authority.

(t) **Additions to Trust.** To add any or all of the principal's assets to the DeGroote Family Trust dated March 6, 1992, as amended.

(u) **Waiver of Statutory Rights.** To waive all statutory rights under RCW Chapter 11.54, as it now stands or is hereafter amended, including, but not limited to, a waiver of homestead, rights in lieu of homestead, award in addition to the homestead, and family allowance.

(v) **Tax and Planning Powers.** To engage in the following reasonable and prudent income, estate and gift tax planning for the principal.

(1) To disclaim or renounce any interest or power on behalf of the principal, including but not limited to any interest as that term is defined under RCW 11.86.011,

and whether or not such disclaimer or renunciation is qualified as such under the provisions of Section 2518 of the Internal Revenue Code of 1986, as amended, and RCW Chapter 11.86.

(2) The authority to make regular and substantial contributions to those charitable organizations that the principal supports.

(3) The authority to establish trusts and other legal entities, to transfer the principal's assets to such trusts or entities and to amend such trusts or the operating documents of such legal entities (to the extent that such documents are subject to amendment by their terms) for the purpose of accomplishing the principal's estate and/or tax planning objectives. Any trust established pursuant to this paragraph shall contain provisions substantially similar to those set forth in the principal's Will, Trust, or other testamentary dispositive instruments for distribution of the principal's estate upon death. Provided, if a child of the principal is serving as attorney-in-fact, such establishment, transferring or amending may only be exercised with the consent of the then-living and legally competent children of the principal.

(4) The authority to make, alter, amend or revoke the beneficiary designation, and make any other election with respect to any of the principal's life insurance policies, employee benefit plans, individual retirement accounts or similar assets. Provided, if a child of the principal is serving as attorney-in-fact, such designation of, altering, amending or revoking may be made only upon the unanimous consent of the then-living and legally competent children of the principal.

(5) The authority to make gifts to or for the benefit of one or more of the principal's children and other lawful descendants (outright, in trust or to a custodial account), which do not exceed the annual gift tax exclusion amount as set forth in Section 2503(b) of the Internal Revenue Code of 1986, as amended. Provided, if a child of the principal is serving as attorney-in-fact, the power to make gifts as referenced herein may not be exercised unless both of the then-living and legally competent children of the principal consent to such gifts.

(6) The special attorney-in-fact shall have the authority to make gifts to or for the benefit of one or more of the principal's children and other lawful descendants (outright, in trust or to a custodial account), including gifts which exceed the annual gift tax exclusion amount as set forth in Section 2503(b) of the Internal Revenue Code of 1986, as amended.

5. Conditions for Exercise of Tax and Planning Powers. The attorney-in-fact may exercise the provisions of the subparagraph entitled "Tax and Planning Powers" upon certain terms and conditions.

(a) In making any such charitable or family gifts, the attorney-in-fact shall consider the pattern of giving established by the principal, the principal's financial ability to make gifts considering the principal's current and reasonably projected future health care and living expenses, the principal's continued health and well-being, the impact of inflation upon the

value of such gifts, the reduction of death taxes at the time of the principal's death and other estate planning considerations.

(b) The attorney-in-fact shall not breach any fiduciary duty to the principal by reason of gifts made (including to himself or herself if such gift is authorized by this instrument) or withheld in good faith.

(c) The principal intends to grant the above-stated powers irrespective of any provision of Title 11 of the Revised Code of Washington (including, but not limited to, RCW 11.95.100 and 11.95.110) that would otherwise restrict the power of an attorney-in-fact in so acting in favor of such attorney-in-fact. The attorney-in-fact shall not breach any fiduciary duty to the principal by reason of so acting (including in favor of such attorney-in-fact) or not acting in good faith.

6. **Purposes.** The attorney-in-fact shall have full powers to provide for the support, maintenance, emergencies, financial/gift tax planning and necessities for the incapacitated principal.

7. **Duration.** The durable power of attorney becomes effective as provided herein, notwithstanding any uncertainty as to whether the principal is dead or alive.

8. **Effectiveness.** This power of attorney shall be effective immediately and shall not be affected by the incapacity of the principal.

9. **Revocation.** This power of attorney may be revoked, suspended or terminated in writing by the principal with written notice to the designated attorney-in-fact. In addition, if this power of attorney has been recorded, the written instrument of revocation shall be recorded in the office of the recorder or auditor of any county in which the power of attorney is recorded.

10. 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 power of attorney. The appointment of a guardian of the person only does not empower the guardian to revoke, suspend or terminate this power of attorney.

(b) **By Death of Principal.** The death of the principal shall be deemed to revoke this power of attorney upon actual knowledge or actual notice being received by the attorney-in-fact.

11. **Accounting.** The attorney-in-fact shall be required to account to any subsequently appointed personal representative.

12. **Reliance.** Any person dealing with the attorney-in-fact shall be entitled to rely upon this power of attorney so long as such person has received no actual knowledge or actual notice of any revocation, suspension or termination of the power of attorney by death or

otherwise at the time of any act taken pursuant to this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees or personal representatives of the principal.

13. 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.

14. Applicable Law. The laws of the state of Washington, as amended, shall govern this power of attorney.

15. Definitions

(a) 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.

(b) The term "special attorney-in-fact" as used herein shall mean an attorney-in-fact who is not related to or subordinate to the principal as such terms are defined under Section 672(c) of the Internal Revenue Code of 1986, as amended.

16. Reimbursement. The attorney-in-fact shall be entitled to reimbursement for all reasonable costs and expenses incurred on the principal's behalf in exercising the powers granted herein and to remuneration for time expended on behalf of the principal.

This power of attorney is signed this 14 day of January 2011, to become effective as provided herein.


GLORIA Z. DeGROOTE

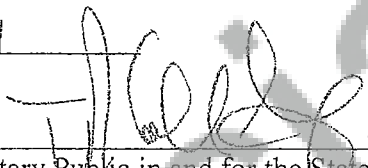
STATE OF WASHINGTON

)
) ss.
)

County of Clark

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

DATED: 1-14-11


Notary Public in and for the State of Washington,
residing at Clark County.
My appointment expires: 8-1-14



INDIVIDUAL GENERAL DURABLE POWER OF ATTORNEY - 7
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LAW OFFICES OF
LANDERHOLM, MEMOWICH,
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