

WHEN RECORDED RETURN TO:

__ Columbia Gorge Title _____

__ 41 Russell Ave _____

Stevenson WA 98648

DOCUMENT TITLE(S)

Power of Attorney

REFERENCE NUMBER(S) of Documents assigned or released:

[] Additional numbers on page _____ of document.

Principal/(Grantor):

Hazel Kathleen Nyholm

[] Additional names on page _____ of document.

Agent/GRANTEE(S):

Karl Wade Nyholm, or Robert Erik Nyholm

[] Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

LOT 3 ESCH SP BK 3/PG 27

[x] Complete legal: A tract of land in the Southeast Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 3 Norris W. Esch Short Plat recorded in Book 3 of Short Plats, Page 27, Skamania County Records.

TAX PARCEL NUMBER(S):

03-08-17-^{FA}04-0-3205-00

[] Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

After recording, return to:
Wyers Haskell Davies & Dunn, PC
P.O. Box 421
Bingen, WA 98605

GENERAL DURABLE POWER OF ATTORNEY

I, Hazel Kathleen Nyholm, as Principal (the "Principal"), have this day appointed Karl Wade Nyholm, to serve as my "Agent" and to exercise the powers set forth below, and hereby revoke all previous Powers of Attorney. If Karl Wade Nyholm should be for any reason unable or unwilling to act in that capacity, I appoint Robert Erik Nyholm, to serve as my "Agent" and to exercise the powers set forth below.

My Agent is authorized, in my Agent's sole and absolute discretion, with respect to any and all of my property and interest in property. As follows:

1. **GENERAL GRANT OF POWER.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or party, real or personal, tangible or intangible, now owed or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, I hereby ratify and confirm all that my Agent shall lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.
2. **POWER TO SELL.** To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed, including homestead real property acquired by me at the time of execution of this document or acquired by me after the execution of this document, including, without being limited to, contingent and expectant interests, marital rights, and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof; to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate.
3. **POWER TO BUY.** To buy every kind of property, real, personal, intangible, or mixed, including homestead real property owned by me at the time of the execution of this document or acquired by me after the execution of this document upon such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping, and/or insuring of any such property purchased by my Agent; and to borrow money for the purposes described herein and to secure such borrowings in such manner as my Agent shall deem appropriate.

4. POWER TO INVEST. To invest and reinvest all or any part of my property in any property or interest (including undivided interests) in property, real, personal, tangible, intangible or mixed, wherever located, including without being limited to commodities, contracts of all kinds, securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations regardless of class, interest in limited partnerships, real estate or any interest in real estate whether or not productive at the time of the investment, interest in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds, or annuity contracts, without being limited by any statute or rule of law concerning investments by fiduciaries; to sell and terminate any investments, whether made by me or my Agent; to establish, utilize and terminate checking, savings and money market accounts with financial institutions of all kinds; to establish, utilize and terminate accounts with securities brokers; to establish, utilize and terminate managing agency accounts with corporate fiduciaries; to employ, utilize the services of, compensate and terminate the services of such financial and investment advisors and consultants as my Agent shall deem appropriate.

5. POWER TO DEMAND AND RECEIVE. To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest, or make such other appropriate disposition as my Agent deems appropriate, all cash, rights to the payment of cash, property (real, personal, tangible, intangible and/or mixed), rights and/or benefits to which I am now or may in the future become titled, regardless of the identity of the individual or public or private entity involved (and for purposes of receiving Social Security benefits, my Agent is herewith appointed my "Representative Payee"); to utilize all lawful means and methods for such purposes; to make such compromises, release, settlements and discharges with respect thereto as my Agent shall deem appropriate.

6. POWER TO MANAGE REAL PROPERTY. With respect to real property which I own as of the date of this instrument, or which I may later acquire or receive, and my personal residence and my homestead real property, provided, however, that current law authorizes said use: to lease, sublease, release; to eject, remove tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest or utilize any and all such rents, profits and receipts for the purposes described in this paragraph; to do any act of management and conservation, to pay, compromise, or to contest tax assessments and to apply for refunds thereof; to hire assistance and labor; to so divide, develop, dedicate to public use without consideration, and/or dedicated easements over; demolish, alter or improve all or any part thereof; to release or partially release real property from a lien; to sell and to buy the same or other real property; to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent.

7. POWER TO MANAGE PERSONAL PROPERTY. With respect to personal property: to lease, sublease, and release; to recover possession by all lawful means; to collect, sue for, receive and receipt for rents and profits therefrom; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other personal property; to

mortgage and/or grant security interests in any personal property or intangibles now or hereafter owned by me, whether acquired by me or for me by my Agent.

8. EXERCISE RIGHTS AND SECURITIES. To exercise all rights with respect to corporate securities which I now own or hereafter acquire, including the right to sell, grant security interest in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts; to vote proxies or to personally vote at all meetings of security holders, regular or special; to make such payments as my Agent deems necessary, appropriate, incidental or convenient to the owning and holding of such securities, to receive, retain, expend for my benefit, invest and reinvest or make such disposition as my Agent shall deem appropriate all additional securities, cash or property (including the proceeds from the sales of my securities) to which I may be or become entitled by reason of my ownership of any security.

9. TREASURY NOTES. To purchase, sell and otherwise deal with United States of America Treasury Bonds, Bills and Notes of any kind, type or description.

10. EMPLOYMENT BENEFITS. To create and contribute to an Individual Retirement Account (IRA) or employee benefit plan for my benefit; to select any payment option under any IRA or employee benefit plan of which I am a participant, or to change options I have selected; to make and change beneficiary designations; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans; to borrow money and purchase assets therefrom and sell assets thereto, if authorized by any such plan.

11. BANK ACCOUNTS. To establish accounts of all kinds, including checking, savings and money market, for me with financial institutions of any kind, including but not limited to, banks and thrift institutions; to modify, terminate, make deposits to and write checks on, or make withdrawals from all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not any such account was established by me or for me by my Agent; to negotiate, endorse or transfer any checks or other instruments with respect to any such account; to contract for services rendered by any bank or financial institution.

12. CREDIT CARDS. To use any credit cards in my name to make purchases and to sign charge slips on my behalf as may be required to use such credit cards; and to close my charge accounts and terminate my credit cards under circumstances where my Agent considers such acts to be in my best interest.

13. SAFE DEPOSIT BOXES. To contract with any institution for the maintenance of a safe deposit box in my name; to have access to all safe deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe deposit box, including the authority to drill the box in case the keys are misplaced, and to terminate any and all contracts for such boxes.

14. LEGAL AND OTHER ACTIONS. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, mediate, arbitrate, settle, dismiss and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments or arrest, involving me in any way, including but not limited to, claims by or against me arising out of property damage or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may fall on me and otherwise engage in litigation involving me, my property or any interests of mine, including any property or interest or person for which or whom I have or may have any responsibility.

15. BORROW MONEY. To borrow money for my account upon such terms and conditions as my Agent shall deem appropriate and to secure such borrowing by the granting of security interest in any property or interest in property which I may now or hereafter own; to borrow money upon any life insurance policies owned by me for any purpose and to grant a security interest in such policy to secure any such loan; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent.

16. REVOCABLE LIVING TRUSTS. To make additions and transfer assets to any and all revocable living trusts of which I am a settlor or trustor. To establish any trust with my assets for my benefit and that of my spouse and descendants or any one or more of them, if any, upon such terms as my Agent determines are necessary or proper; and exercise in whole or in part, release, or let lapse any power I may have under any trust whether or not created by me, including any power of appointment, revocation or withdrawal. A trust created by me may only be revoked or amended by my Agent as provided in the trust agreement.

17. DISCLAIM, RENOUNCE, RELEASE OR ABANDON PROPERTY INTEREST. To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession, to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interest in or rights over trusts (including the right to alter, amend, revoke or terminate) and to exercise any right to claim an elective share in any estate or under any will, and in exercising such discretion, my Agent may take into account such matters as shall include, but not be limited to, any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interests in my estate and persons who would receive the renounced or disclaimed property.

18. INSURANCE. To insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow against any such policy; to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums for medical insurance covering me, and any person I am obligated or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my Agent shall deem appropriate

to protect my assets against any hazard and to protect me from any liability; to pay the premiums; to pursue claims; to designate and change beneficiaries of insurance policies insuring my life and beneficiaries under any annuity contract in which I might have an interest; to decrease coverage under or cancel any of the policies described herein; to receive and make such disposition of the cash value upon termination of any such policy as my Agent shall deem appropriate.

19. TAXES. To represent me in all matters; to prepare and file all income and other federal and state tax returns which I am required to file including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the Tax Courts or other forums regarding tax matters, and any and all other tax related documents; to pay taxes due, and make such disposition of refunds as my Agent shall deem appropriate; post bonds; to sign my name; hire preparers and advisors and pay for the services; and to do whatever is necessary to protect my assets from assessments for income taxes and other taxes. My Agent is specifically authorized to receive confidential information; to execute waivers (including offers of waivers) of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute closing agreements under Internal Revenue Code Section 7121 or any successor statute; and to delegate authority or substitute another representative with respect to all above matters.

20. MAKE GIFTS. To make gifts, grants or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organizations as my Agent shall select; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto or similar provisions of any state or local gift tax law; provided, however, that my Agent shall not make gifts in excess of the excludable amount under IRC Section 2503(b) unless such gift is to my spouse or is a gift to a charity qualifying pursuant to the Internal Revenue Code) in any calendar year to any one person. My Agent shall not make gifts to my Agent unless such gifts (a) are for my Agent's health, maintenance, education or support and (b) shall not exceed \$5,000 in any calendar year.

21. PUBLIC BENEFITS PLANNING. To exercise all powers necessary to qualify me for Supplemental Social Security (SSI), Federal Social Security Disability Insurance (SSDI), Medicaid (or state equivalent), state insurance, state Supplemental Income Program (SIP), Old Age Survivor and Disability Insurance Program (OASDI) and Aid in Attendance from the Veterans Administration or other public benefits to the extent this is necessary in the event of my need for residential care or skilled nursing care. In particular, my Agent may transfer my residence to my spouse and transfer other assets to my spouse to comply with income and resource levels for public benefits. If my Agent is also my spouse, I specifically authorize my Agent to make gifts and otherwise transfer my property, including the family residence, to my Agent or to others at his/her discretion in spite of the general fiduciary prohibition against such transfers. If my Agent is not my spouse, transfers to persons other than my spouse may only be

made, in the discretion of my Agent, with the consent of all of my children. My Agent may amend my revocable living trust to accomplish the aforementioned public support planning.

22. SUPPORT. To make expenditures for my care, maintenance or support and general welfare. To support and/or continue to support any person whom I have taken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past (adjusted if necessary by circumstances due to inflation), including but not limited to the payment of real property taxes, payments on loans secured by my residence, maintenance of my residence, food, clothing, and shelter, medical, dental and psychiatric care, normal vacations and travel expenses and education.

23. PURPOSE. My primary purpose in granting this power of attorney to my agent is to ensure that I am properly provided for. If I become incapacitated or otherwise ask my agent to act, I intend my agent to manage my assets and exercise my legal rights in a manner that provides me with any assistance or comforts necessary or advisable for my well-being.

I direct my agent to enquire about and attempt to comply with my preference for living situations, health care services, and financial management. I direct my agent to take any action necessary or advisable and to expend any funds necessary to provide me with my expressed preferences. If I am unable to express my preference to my agent, I direct my agent to determine my best option based on my life, preferences previously expressed, and any instructions provided by me.

I direct my agent to use my income and assets to allow me to live in my home as long as possible. My agent may take any action or expend any funds necessary or advisable to repair or maintain my home to provide for in-home care. My agent may pay care managers and care providers, and may pay for any services necessary or incident to keeping me in my home as long as possible. It is my express desire that I remain in my home as long as reasonably possible.

If I am unable to continue to live in my home or other living environment, I direct my agent to work with my health care representative to locate a living situation that closely reflects my preferences for a living environment. My agent may employ a geriatric case manager to assist with locating and coordinating with a living facility that closely reflects my personal preference. My agent shall make any expenditures necessary or advisable to make my new living environment as comfortable and pleasant as possible, including but not limited to expending funds for furniture, furnishings, and improvements.

My agent shall keep appropriate records to provide me and the alternate agents named in this power of attorney with a report that (a) reflects all income received, the source of the income, the date and the investment of the income; (b) details any expenses paid by my agent, including the payee, date, amount, and purpose; and (c) reconciles income and expenses with assets on hand from the prior accounting period. My agent shall provide these reports to me and my alternate agents at least every quarter. My agent may employ bookkeepers or accountants to assist in the record keeping and preparation of these reports.

My agent is entitled to reimbursement for any expenses incurred by my agent in the performance of my agent's duties.

24. MAKE LOANS. To lend money and property at such interest rate, if any, and upon such terms and conditions, and with such security, if any, as my Agent may deem appropriate; to renew, extend and modify any such loan or loans that I have previously made; to guarantee the obligations of any such person; to consent to the renewal, extension and modification of such obligation; provided, however, that my Agent shall not lend my money or property to my Agent, but this provision shall not apply to prior loans made by me to my Agent.

25. HIRE AND FIRE. To employ, compensate and discharge such domestic, medical and professional personnel including lawyers, accountants, doctors, nurses, social workers, geriatric care managers, brokers, financial consultants, advisors, consultants, companions, housekeepers and employees as my Agent deems appropriate.

26. SIGN DOCUMENTS. To execute, endorse, seal, acknowledge, deliver and file or record agreements, instruments, conveyances of real (including homestead real property, pursuant to state law) and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates.

27. BORROW, SPEND, LIQUIDATE AND SECURE. To expend my funds and to liquidate my property or to borrow money in any order to produce such funds and to secure any such borrowings with security interest in any property, real, personal, or intangible that I may now or hereafter own.

28. MISCELLANEOUS ACTS. To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds, to take and give or deny custody of all of my important documents, including but not limited to, my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kind relating to me, any interest of mine or to any person for whom I am responsible.

29. AGENT HAS POWER TO ACT ALONE. The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by persons as fully authorized by me and with the same force and effect as if I were personally present and acting on my own behalf.

Consequently, all acts lawfully done by my Agent hereunder are done with my consent and have the same validity and effect as if I were personally present and personally exercise the

powers myself and it shall inure to the benefit of and bind me and my heirs, assigns and personal representatives.

30. NO LIABILITY TO THIRD PARTIES FOR RELIANCE ON AGENT. No person who acts in reliance upon any representations my Agent may make as to (a) the fact that my Agent's powers are then in effect; (b) the scope of my Agent's authority granted under this instrument; (c) my competency at the time this instrument is executed; (d) the fact that this instrument has not been revoked; or (e) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate, my heirs or assigns for permitting my Agent to exercise such authority, nor shall any person who deals with my Agent be responsible to determine or ensure the proper application of funds or property.

31. AUTHORIZATION TO RELEASE INFORMATION TO AGENT. All persons from whom my Agent may request information regarding me, my personal or financial affairs, or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my Agent's request.

32. REIMBURSEMENT OF AGENT. My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument; and, in addition, my Agent shall be paid for services rendered to me at a reasonable hourly rate of service, in accordance with written records created, maintained and preserved by my Agent.

33. SEVERABILITY. If any part of any provision of this instrument shall become invalid and unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

34. REVOCATION, REMOVAL, AMENDMENT AND RESIGNATION. This instrument may be amended or revoked by me, and my Agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent may resign by the execution of a written resignation delivered to me, or if I am incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me.

35. EFFECTIVE DATE. The rights, powers and authority of said Agent herein granted shall commence and be in full force and effect on the date of execution of this Durable Power of Attorney and such rights, powers and authority shall remain in full force and effect thereafter until revoked by written notice.

36. INTERPRETATION AND GOVERNING LAW. This instrument is to be construed and interpreted as a general durable power of attorney under RCW Chapter 11.94. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent. The laws of the State of Washington shall govern all questions as to the validity of this power and the construction of its provisions.

I expressly declare that the powers of my Agent herein described shall be exercisable by my said Agent on my behalf notwithstanding that I may become disabled, incapacitated or otherwise incompetent by reason of illness or accident or any other reason. Incapacity shall be defined as to include the inability to give prompt and intelligent attention to the management of my financial affairs.

My Attorney-in-Fact shall use the following form of signing on my behalf.

"Hazel Kathleen Nyholm", by Karl Wade Nyholm, her Attorney-in-Fact"

37. NOMINATION OF GUARDIAN AND CONSERVATOR. If, after execution of this durable power of attorney, I am unable to properly provide for my personal needs for physical health, food, clothing, shelter, or personal safety, or I am substantially unable to effectively manage my own financial resources or business affairs, I nominate Karl Wade Nyholm to act as conservator of my estate and to act as guardian of my person, with power to nominate a successor. If Karl Wade Nyholm should be for any reason unable or unwilling to act in that capacity, I nominate Robert Erik Nyholm to serve as conservator of my estate, and as guardian of my person, with power to nominate a successor.

I make these requests in order to comply with the preference statutes for appointment. The persons nominated above have been important in my life, and persons with whom I have shared my values and thoughts. The persons nominated above are familiar with my personal and family history, have the proper temperament for dealing with my emotional needs, are trustworthy human beings, and share my values and life style.

No nominee named in this instrument or designated by the power given herein to act at any time as the conservator of my estate or the guardian of my person shall be required at any time to give bond in order to act in that capacity.

It is my intention that the court grant to my conservator such powers as are needed for appropriate management of my estate. Further it is my intent that if my guardian or nominee so requests, the court grant the following powers if not otherwise inherently vested in law in my guardian: except as I may have provided in an Advanced Directive or health care power of attorney, to make medical decisions, and to do all that is necessary to maintain my health, both physical and mental, including, but not limited to consenting or refusing to consent to treatment,

and authorizing any and all medical and psychiatric care and expenses. These powers are to include the authority to specify or remove life support systems, and shall supersede any power vested by law in any other person.

I understand I can revoke and cancel this document at any time either by signing another writing that states that this nomination is revoked.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney on May 19, 2011.

H. Kathleen Nyholm
H. Kathleen Nyholm

STATE OF OREGON)
) §
COUNTY OF HOOD RIVER)

I certify that I know or have satisfactory evidence that Hazel Kathleen Nyholm is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 19, 2011.



Tracy A. Snyder
Notary Public for Oregon
My Commission Expires: 10/1/13

SPECIMEN SIGNATURE OF AGENT:

Karl Wade Nyholm
Karl Wade Nyholm