

**CLAIM OF
BENEFICIAL USE
for Surface Water Permits
claiming 0.1 cfs or less**



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

^{\$ 315}
A fee of ~~\$230~~ must accompany this form for permits
with priority dates of July 9, 1987, or later.

A separate form shall be completed for each permit.

In cases where a permit has been amended through the permit amendment process, a separate claim for the permit amendment is not required. Incorporate the permit amendment into the claim for the permit.

This form is subject to revision. **Begin each new claim** by checking for a new version of this form at:
<https://www.oregon.gov/OWRD/Forms/Pages/default.aspx>

The completion of this form is required by OAR 690-014-0100(1) and 690-014-0110(4).

Please type or print in dark ink. If this form is found to contain errors or omissions, it may be returned to you. **Every item must have a response.** If any requested information does not apply to the claim, insert "NA." **Do not delete or alter any section of this form unless directed by the form.** The Department may require the submittal of additional information from any water user or authorized agent.

"Section 8" of this form is intended to aid in the completion of this form and should not be submitted.

If you have questions regarding the completion of this form, please call 503-979-9103.

The Department has a program that allows it to enter into a voluntary agreement with an applicant for expedited services. Under such an agreement, the applicant pays the cost to hire additional staff that would not otherwise be available. This program means a certificate may be issued in about a month. For more information on this program see:

<https://www.oregon.gov/OWRD/programs/WaterRights/RA/Pages/default.aspx>

SECTION 1

GENERAL INFORMATION

1. File Information:

APPLICATION #	PERMIT # (IF APPLICABLE)	PERMIT AMENDMENT # (IF APPLICABLE)
S-87349	S-54666	

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2. Property Owner (current owner information):

APPLICANT/BUSINESS NAME Arlo Goodwin & Sally Goodwin (deceased) in c/o Corbin Vaughan Pierce (See Power of Attorney)		PHONE NO. 503-201-0139	ADDITIONAL CONTACT NO.
ADDRESS 1745 SW Collins Ct			
CITY Portland	STATE OR	ZIP 97219	E-MAIL corbinpierce@comcast.net

If the current property owner is not the permit holder of record, it is recommended that an assignment be filed with the Department. ***Each*** permit holder of record must sign this form.

3. Permit holder of record (this may, or may not, be the current property owner):

PERMIT HOLDER OF RECORD Same as above		
ADDRESS		
CITY	STATE	ZIP

ADDITIONAL PERMIT HOLDER OF RECORD USDA Forest Service – Crescent Ranger District		
ADDRESS PO Box 208		
CITY Crescent	STATE OR	ZIP 97733

4. Date of Site Inspection:

8/27/2024

5. Person(s) interviewed and description of their association with the project:

NAME	DATE	ASSOCIATION WITH THE PROJECT
Corbin Pierce	8/27/2024	cabin caretaker, son of permit holders of record

6. County:

Klamath

7. If any property described in the place of use of the permit final order is excluded from this report, identify the owner of record for that property (ORS 537.230(5)):

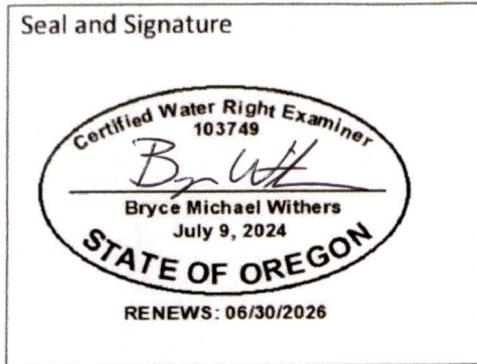
OWNER OF RECORD n/a		
ADDRESS		
CITY	STATE	ZIP

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SECTION 2 SIGNATURES

CWRE Statement, Seal and Signature

The facts contained in this Claim of Beneficial Use are true and correct to the best of my knowledge.



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CWRE NAME Bryce Michael Withers	PHONE NO. 541-408-1400	ADDITIONAL CONTACT NO. John Short 541-389-2837
ADDRESS PO Box 1830		
CITY Bend	STATE OR	ZIP 97709
E-MAIL brycewrs@gmail.com & johnshort@usa.com		

Permit Holder's of Record Signature or Acknowledgement

Each permit holder of record must sign this form in the space provided below.

The facts contained in this Claim of Beneficial Use are true and correct to the best of my knowledge. I request that the Department issue a water right certificate.

SIGNATURE	PRINT OR TYPE NAME	TITLE	DATE
	Daniel Durfee	District Ranger	12/11/2024
	Corbin V. Pierce POA ^{for} Arlo Goodwin	POA for Arlo Goodwin	6/8/2026

SECTION 3

CLAIM DESCRIPTION

1. POD source and, if from surface water, the tributary:

POD NAME OR NUMBER	SOURCE	TRIBUTARY
POD	An Un-named Stream	Orphan Creek

2. Developed use(s), period of use, and rate for each use:

POD NAME OR NUMBER	USES	IF IRRIGATION, LIST CROP TYPE	SEASON OR MONTHS WHEN WATER WAS USED	ACTUAL RATE OR VOLUME USED (CFS, GPM, OR AF)
POD	Human Consumption for one Household		Year-round	0.005 cfs
Total Quantity of Water Used				0.005 cfs

3. Provide a general narrative description of the distribution works. This description must trace the water system from **each** point of diversion to the place of use:

A screened barrel in the creek collects water, a gravity pipe transports water from the barrel to the Cabin for Human Consumption.

Reminder: The map associated with this claim must identify the location of the point(s) of diversion, Donation Land Claims (DLC), Government Lots (GLot), and Quarter-Quarters (QQ).

4. Variations:

Was the use developed differently from what was authorized by the permit, permit amendment final order, or extension final order? If yes, describe below.

YES NO

(e.g. "The permit allowed three points of diversion. The water user only developed one of the points." or "The permit allowed 40.0 acres of irrigation. The water user only developed 10.0 acres.")

5. Claim Summary:

POD / POA NAME OR #	MAXIMUM RATE AUTHORIZED	CALCULATED THEORETICAL RATE BASED ON SYSTEM	AMOUNT OF WATER MEASURED	USE	# OF ACRES ALLOWED	# OF ACRES DEVELOPED
POD	0.005 cfs	0.07 cfs	n/a	Human Consumption for one Household	n/a	n/a

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SECTION 4

SYSTEM DESCRIPTION

Are there multiple PODs?

YES NO

If "YES" you will need to copy and complete a separate Section 4 for each POD.

POD Name or Number this section describes (only needed if there is more than one):

POD

A. Place of Use

Attach Claim of Beneficial Use map.

Reminder: The map associated with this claim must identify Donation Land Claims (DLC), Government Lots (Gov Lot), Quarter-Quarters (QQ), and if for irrigation, the number of acres irrigated within each projected DLC, Gov Lot, and QQ.

B. Diversion and Delivery System Information

Provide the following information concerning the diversion and delivery system. Information provided must describe the equipment used to transport and apply the water from the point of diversion to the place of use.

1. Is a pump used?

YES NO

If "NO" items 2 through item 5 may be deleted.

6. Sprinkler Information:

SIZE	OPERATING PSI	SPRINKLER OUTPUT (GPM)	TOTAL NUMBER OF SPRINKLERS	MAXIMUM NUMBER USED	TOTAL SPRINKLER OUTPUT (CFS)

Reminder: For sprinkler output determination use the reference information at the end of this document.

7. Drip Emitter Information:

SIZE	OPERATING PSI	EMITTER OUTPUT (GPM)	TOTAL NUMBER OF EMITTERS	MAXIMUM NUMBER USED	TOTAL EMITTER OUTPUT (CFS)

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8. Drip Tape Information:

DRIPPER SPACING IN INCHES	GPM PER 100 FEET	TOTAL LENGTH OF TAPE	MAXIMUM LENGTH OF TAPE USED	TOTAL TAPE OUTPUT (CFS)	ADDITIONAL INFORMATION

C. Storage

1. Does the distribution system include in-system storage (e.g. storage tank, bulge in system / reservoir)?

YES NO

If "NO", item 2 and 3 relating to this section may be deleted.

D. Gravity Flow Pipe

(THE DEPARTMENT TYPICALLY USES THE HAZEN-WILLIAM'S FORMULA FOR A GRAVITY FLOW PIPE SYSTEM)

1. Does the system involve a gravity flow pipe?

YES NO

If "NO", items 2 through 4 relating to this section may be deleted.

2. Complete the table:

PIPE SIZE	PIPE TYPE	"C" FACTOR	AMOUNT OF FALL	LENGTH OF PIPE	SLOPE	COMPUTED RATE OF WATER FLOW (IN CFS)
1 1/4"	Plastic	145	50 ft	220'	22.7%	0.07 cfs

3. Provide calculations:

See attached OWRD Pipe Capacity Calculations.

4. If an actual measurement was taken, provide the following:

DATE OF MEASUREMENT	WHO MADE THE MEASUREMENT	MEASUREMENT METHOD	MEASURED QUANTITY OF WATER (IN CFS)

Attach measurement notes.

E. Gravity Flow Canal or Ditch

(THE DEPARTMENT TYPICALLY USES MANNING'S FORMULA FOR CANALS AND DITCHES)

1. Is a gravity flow canal or ditch used to convey the water as part of the distribution system?

YES NO

If "NO", items 2 through 4 relating to this section may be deleted.

F. Additional notes or comments related to the system:

The pipe connects to the domestic system in the cabin and water is used sinks, shower, & toilet.

SECTION 5

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CONDITIONS

All conditions contained in the permit, permit amendment, or any extension final order shall be addressed. Reports that do not address all performance related conditions will be returned.

1. Time Limits:

Permits and any extension final orders contain any or all of the following dates: the date when the actual construction work was to begin, the date when the construction was to be completed, and the date when the complete application of water to the proposed use was to be completed. These dates may be referred to as ABC dates. Describe how the water user has complied with each of the development timelines established in the permit or extension final order:

	DATE FROM PERMIT	DATE ACCOMPLISHED*	DESCRIPTION OF ACTIONS TAKEN BY WATER USER TO COMPLY WITH THE TIME LIMITS
ISSUANCE DATE	8/5/2010		
BEGIN CONSTRUCTION (A)			
COMPLETE CONSTRUCTION (B)	8/5/2015	8/5/2010	System in place at time of permit issuance
COMPLETE APPLICATION OF WATER (C)	8/5/2015	8/5/2015	Complete application of water to beneficial use

* MUST BE WITHIN PERIOD BETWEEN PERMIT OR ANY EXTENSION FINAL ORDER ISSUANCE AND THE DATE TO COMPLETELY APPLY WATER

2. Is there an extension final order(s)?

YES NO

If "NO", items a and b relating to this section may be deleted.

3. Measurement Conditions:

a. Does the permit, permit amendment, or any extension final order require the installation of a meter or approved measuring device?

YES NO

If "NO", items b through f relating to this section may be deleted.

Reminder: If a meter or approved measuring device was required, the COBU map must indicate the location of the device in relation to the point of diversion.

b. Has a meter been installed?

YES NO

c. Meter Information

POD NAME OR #	MANUFACTURER	SERIAL #	CONDITION (WORKING OR NOT)	CURRENT METER READING	DATE INSTALLED
POD	Hersey	17178454	Working	28	2018 (Replacement meter of original meter in place prior to C-date)

If a meter has been installed, items d through f relating to this section may be deleted.

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4. Recording and reporting conditions:

- a. Is the water user required to report the water use to the Department? YES NO

If "NO", item b relating to this section may be deleted.

- b. Have the reports been submitted? YES NO

If the reports have not been submitted, attach a copy of the reports if available.

5. Fish Screening:

- a. Are any points of diversion required to be screened to prevent fish from entering the point of diversion? YES NO

If "NO", items b through e relating to this section may be deleted.

6. By-pass Devices:

- a. Are any points of diversion required to have a by-pass device to prevent fish from entering the point of diversion? YES NO

If "NO", items b and c relating to this section may be deleted.

7. Other conditions required by permit, permit amendment final order, or extension final order:

- a. Was the water user required to restore the riparian area if it was disturbed? YES NO
b. Other conditions? YES NO

If "YES" to any of the above, identify the condition and describe the water user's actions to comply with the condition(s):

The riparian area was not disturbed. The fish screen/bypass condition was waived by ODFW (see attached letter).

SECTION 6

ATTACHMENTS

Provide a list of any additional documents you are attaching to this report:

ATTACHMENT NAME	DESCRIPTION
CBU Map	Claim of Beneficial Use Map
Pipe Calcs	OWRD Pipe Capacity Calculations
ODFW Letter	ODFW Fish Screen Letter – Screen and Bypass exemption

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SECTION 7

CLAIM OF BENEFICIAL USE MAP

The Claim of Beneficial Use Map must be submitted with this claim. Claims submitted without the Claim of Beneficial Use map will be returned. The map shall be submitted on poly film at a scale of 1" = 1320 feet, 1" = 400 feet, or the original full-size scale of the county assessor map for the location.

Provide a general description of the survey method used to prepare the map. Examples of possible methods include, but are not limited to, a traverse survey, GPS, or the use of aerial photos. If the basis of the survey is an aerial photo, provide the source, date, series and the aerial photo identification number.

On-site direct measurement.

Map Checklist

Please be sure that the map you submit includes ALL the items listed below.

(Reminder: Incomplete maps and/or claims may be returned.)

- ☒ Map on polyester film.
- ☒ Appropriate scale (1" = 400 feet, 1" = 1320 feet, or the original full-size scale of the county assessor map)
- ☒ Township, Range, Section, Donation Land Claims, and Government Lots
- ☒ If irrigation, number of acres irrigated within each projected Donation Land Claims, Government Lots, Quarter-Quarters
- n/a Locations of fish screens and/or fish by-pass devices in relationship to point of diversion
- ☒ Locations of meters and/or measuring devices in relationship to point of diversion
- ☒ Conveyance structures illustrated (pumps, reservoirs, pipelines, ditches, etc.)
- ☒ Point(s) of diversion or appropriation (illustrated and coordinates)
- ☒ Tax lot boundaries and numbers
- ☒ Source illustrated if surface water
- ☒ Disclaimer ("This map is not intended to provide legal dimensions or locations of property ownership lines")
- ☒ Application and permit number or transfer number
- ☒ North arrow
- ☒ Legend
- ☒ CWRE stamp and signature

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Pipe Capacity Calculator					
for pipes flowing full, using the Hazen-Williams Formula					
Data Entry (fill in underlined blanks)					
Interior Diameter =	1.25	inches, or	0.10416666	feet	
Roughness Coefficient (C) =	145				
Fall =	50	feet	per	220	feet of distance
Grade =	0.227272727	, or	22.7%		
Results calculated					
Area of cross-section =	0.008522	square feet			
Wetted Perimeter =	0.327249	feet			
Hydraulic Radius =	0.026041				
Velocity =	8.623633	feet per second			
Pipe Capacity =	0.073	cubic feet per second			

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Oregon

Tina Kotek, Governor

Department of Fish and Wildlife
The Dalles Screen Shop
3561 Klindt Drive
The Dalles, OR 97058
(541) 296-8026
Fax (541) 296-7889
odfw.com

November 11, 2024

Attn. Sally Goodwin
12830 Hobsonville Point Dr
Bay City, Or 97107

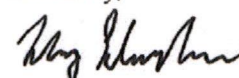
RE: Permit S-54666

To whom it may concern,

The Oregon Department of Fish and Wildlife (ODFW) is submitting this letter regarding the fish screening condition contained in permit S-54666. The permit allows the water user to submit evidence in writing that ODFW has determined screens and bypass devices are not necessary. An onsite inspection was done by ODFW district fish biologist, who determined that the point of diversion is outside of fish distribution and therefore fish screening and bypass devices are not necessary for S-54666, which allows withdrawal of water from an unnamed stream at 43.576947 -121.976106 a tributary of Orphan Creek.

If you have any questions regarding this letter, please contact me at 541-296-8026

Sincerely,

 11/13/2024
Toby Schuyler

NW Region Fish Screen and Passage Coordinator

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Durable Power of Attorney

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS DURABLE POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

Definition of Agent

As used in this document, the term "Agent" shall include all agent(s), attorney(s)-in-fact, attorneys-in-fact / agents, and mandatory or mandataries who are appointed herein.

TO ALL PERSONS, be it known, that I, Sally Diane Goodwin, the undersigned Principal, who resides at 801 Crest Drive,
City of Yakima, County of Yakima,
State of Washington, do hereby appoint Matthew Coleman Pierce as my Agent, and Corbin Vaughan Pierce as my Agent, who ☐ must act jointly ☒ may act separately on my behalf.

At the time of the execution of this Durable Power of Attorney,
Matthew Coleman Pierce resides at 20185 S Henrici Rd,
City of Oregon City, County of Clackamas, State of Oregon.

At the time of the execution of this Durable Power of Attorney,
Corbin Vaughan Pierce resides at 1745 SW Collins Ct,
City of Portland, County of Multnomah, State of Oregon.

If one of my Agents is unable to serve for any reason ☒ I authorize the remaining named Agent to act as my sole Agent OR ☐ I designate _____, residing at _____, City of _____, County of _____, State of _____, to serve in that person's place.

If both of my Agents are unable to serve for any reason, I designate _____, residing at _____, City of _____, County of _____, State of _____, as my Successor Agent.

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Grant of General Authority

My Agent shall care for, manage, control, and handle all of my business, financial, property and personal affairs in my name, place and stead in as full and complete a manner in which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through such a representative and subject to any limitations on or additions to the specified powers inserted after the following:

(NOTICE: The Principal must write his or her initials in the corresponding blank space for each of the subdivisions (A) through (M) below for which the Principal WANTS to give the Agent authority. If the corresponding blank space for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for those matters specified in the subdivision. ALTERNATIVELY, the letter corresponding to each power the Principal wishes to grant has been referenced in subdivision "(N)", and the Principal may initial in the blank space to the left of subdivision "(N)" in order to grant each of the powers so indicated.)

 ☒ (A) **Real property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of Oregon + Washington under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

 ☐ (B) **Tangible personal property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of _____ or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

 ☐ (C) **Stock and bond transactions.** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

 ☐ (D) **Commodity and option transactions.** To buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the Principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the Principal could if present and under no disability.

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(E) Banking and other financial institution transactions. To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

(F) Business operating transactions. To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in. To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the Principal could if present and under no disability.

(G) Insurance and annuity transactions. To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate or change the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts, unless the Agent is my spouse or only child.

(H) Estate, trust and other beneficiary transactions. To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the Principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the Principal that terminates at the death of the Principal and is then distributable to the legal representative of the estate of the Principal; and, in general, exercise all powers with respect to estates and trusts which the Principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the Principal or require the trustee of any trust for the benefit of the Principal to pay income or Principal to the Agent unless specific authority to that end is given.

(I) Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

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☒ (J) **Personal and family maintenance.** To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

☒ (K) **Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.** To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the Principal could exercise if present and under no disability.

☒ (L) **Retirement plan transactions.** To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the Principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the Principal could if present and under no disability.

☒ (M) **Tax matters.** To prepare, to make elections, to execute and to file all tax, Social Security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

☒ (N) **ALL OF THE MATTERS LISTED ABOVE.** YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

Grant of Specific Authority (Optional)

My Agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your Agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your Agent.)

☒ Create, amend, revoke or terminate an inter vivos trust.

☒ Make a gift.

☒ Create or change rights of survivorship.

☒ Create or change a beneficiary designation.

☒ Authorize another person to exercise the authority granted under this Durable Power of Attorney.

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- ~~W~~ Waive the Principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
- ~~E~~ Exercise fiduciary powers that the Principal has authority to delegate.
- ~~D~~ Disclaim or refuse an interest in property, including a power of appointment.

Limitation on Agent's Authority

An Agent that is not my ancestor, spouse or descendant MAY NOT use my property to benefit the Agent or a person to whom the Agent owes an obligation of support unless I have included that authority in the Special Instructions.

Special Instructions (Optional)

Additional powers, if any, that are not inconsistent with the other provisions of this Durable Power of Attorney:

~~The powers granted hereinabove shall not include the following powers or shall be modified or limited in the following particulars:~~

~~Additional powers, if any, granted to the Agent with respect to any power listed above and not eliminated/struck out by the Principal:~~

Special Instructions for Gifts

Special instructions applicable to gifts (initial in front of the following sentence to have it apply):

~~E~~ I grant my Agent the power to apply my property to make gifts to individuals, charities, or to the Agent, up to the amount of \$500 per year, per individual or entity, without signature of the Principal, as the Agent determines to be in the Principal's best interest.

Authorization for an Agent to make gifts or transfers of \$500 or more requires the Principal to execute a Major Gifts Rider at the same time as the Durable Power of Attorney document.

~~E~~ I grant my Agent the power to make major gifts and transfers of my property set forth under the Major Gifts Rider.

Nomination of Guardian or Conservator (Optional)

In the event that a court decides that it is necessary to appoint a Guardian of my person or Conservator of my estate, I hereby nominate _____, who resides at _____, City of _____, County of _____, State of _____, to be considered by the court for appointment to serve as my Guardian or Conservator, or in any similar representative capacity.

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Effective Date/Durable Provision

This Durable Power of Attorney shall be effective immediately, shall not be affected by any lapse of time, and shall not be affected by the subsequent incapacity of the Principal except as provided by statute in the State of Oregon + Washington, and all acts done by the Agent under the power granted herein during any period of the Principal's disability or incapacity shall have the same effect and inure to the benefit of and bind the Principal and Principal's successors in interest as if the Principal were competent and not disabled.

My Agent hereby accepts this appointment subject to its terms and agrees to act and perform in the said fiduciary capacity and observe the standards of care applicable to trustees as described by relevant Oregon + Washington statute consistent with my best interests as his, her, or their best discretion deem advisable, and I affirm and ratify all acts so undertaken.

If the Agent is a corporate Agent, the Agent shall not use my assets for its benefit, nor the benefit of its officers or directors.

If this Durable Power of Attorney is revoked or terminated, such revocation or termination for any reason in accordance with law shall be ineffective as to any Agent unless and until actual notice or knowledge of such revocation or termination shall have been received by the Agent.

My subsequent death shall not revoke or terminate the agency granted herein as to my Agent who, without actual knowledge of my death, acts in good faith under this Durable Power of Attorney. Any action so taken, unless otherwise invalid or unenforceable, shall bind my successors in interest.

Notice to Third Parties

To induce any third-party to act hereunder, I hereby agree that any third-party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination shall have been received by such third-party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third-party from and against any and all claims which may arise against such third-party by reason of such third-party having relied on the provisions of this instrument.

THIS DURABLE POWER OF ATTORNEY MAY BE REVOKED OR AMENDED IN WRITING BY ME AT ANY TIME.

Sally Diane Goodwin 6/18/2023 (date)
Sally Diane Goodwin, Principal

CE Jm 6/18/2023 (date)
First Witness

[Signature] 6/18/2023 (date)
Second Witness

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Washington)
COUNTY OF Yakima)

On June 18th, 2023, before me, Stefano Uriah Petruzzello, a Notary Public, personally appeared Sally Diane Goodwin, as Principal, and Cristina Garcia, as Witness, and Brayden M Pierce, as Witness, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Stefano Uriah Petruzzello
Signature of Notary



Affiant Known Produced ID

Type of ID Drivers license

(Seal)

AGENT'S SIGNATURE AND ACKNOWLEDGMENT

First Agent Acknowledgement

I, MATTHEW PIERCE, am the person identified as the Agent for the Principal named in this document and acknowledge my legal duties.

6/18/2023
Date

[Signature]
Signature

Second Agent Acknowledgement (if applicable)

I, Corkin Vaughan Pierce, am the person identified as the Agent for the Principal named in this document and acknowledge my legal duties.

6/18/2023
Date

[Signature]
Signature

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**DURABLE POWER OF ATTORNEY - MAJOR GIFTS RIDER
AUTHORIZATION TO MAKE MAJOR GIFTS OR OTHER TRANSFERS**

Attached to a Durable Power of Attorney dated 6/18/23
made by Sally Diane Goodwin

CAUTION TO THE PRINCIPAL: This OPTIONAL rider allows you to authorize your Agent to make major gifts or other transfers of your money or other property during your lifetime. Granting any of the following authority to your Agent gives your Agent the authority to take actions which could significantly reduce your property or change how your property is distributed at your death. This Major Gifts Rider does not require your Agent to exercise granted authority, but when he or she exercises this authority, he or she must act according to any instructions you provide, or otherwise in your best interest.

This Major Gifts Rider and the Durable Power of Attorney it supplements must be read together as a single instrument.

Before signing this document authorizing your Agent to make major gifts and other transfers, you should seek legal advice to ensure that your intentions are clearly and properly expressed.

(a) GRANT OF LIMITED AUTHORITY TO MAKE GIFTS:

Granting gifting authority to your Agent gives your Agent the authority to take actions which could significantly reduce your property. If you wish to allow your Agent to make gifts to himself or herself, you must separately grant that authority in subdivision (c) below.

To grant your Agent the gifting authority provided below, initial the bracket to the left of the authority.

SDS I grant authority to my Agent to make gifts to my spouse, children and more remote descendants, and parents, not to exceed, for each donee, the annual federal gift tax exclusion amount pursuant to the Internal Revenue Code. For gifts to my children and more remote descendants, and parents, the maximum amount of the gift to each donee shall not exceed twice the gift tax exclusion amount, if my spouse agrees to split gift treatment pursuant to the Internal Revenue Code. This authority must be exercised pursuant to my instructions, or otherwise for purposes which the Agent reasonably deems to be in my best interest.

(b) MODIFICATIONS:

Use this section if you wish to authorize gifts in excess of the above amount, gifts to other beneficiaries, or other types of transfers.

Granting such authority to your Agent gives your Agent the authority to take actions which could significantly reduce your property and/or change how your property is distributed at your death. If you wish to authorize your Agent to make gifts or transfers to himself or herself, you must separately grant that authority in subdivision (c) below.

SDS I grant the following authority to my Agent to make gifts or transfers pursuant to my instructions, or otherwise for purposes which the Agent reasonably deems to be in my best interest:

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IMPORTANT INFORMATION FOR AGENT

The purpose of a Durable Power of Attorney is to give at least one representative, (the Agent), the authority and right to act on behalf of the Principal in the event of an absence.

Agent's Duties

When you accept the authority granted under this Durable Power of Attorney, a special legal relationship is created between you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the Durable Power of Attorney is terminated or revoked. You must:

- (1) do what you know the Principal reasonably expects you to do with the Principal's property or, if you do not know the Principal's expectations, act in the Principal's best interest;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this Durable Power of Attorney; and
- (4) disclose your identity as Agent whenever you act for the Principal by writing or printing the name of the Principal and signing your own name as "Agent" in the following manner:
(Principal's Name) by (Your Signature) as Agent.

Unless the Special Instructions in this Durable Power of Attorney state otherwise, you must also:

- (1) act loyally for the Principal's benefit;
- (2) avoid conflicts that would impair your ability to act in the Principal's best interest;
- (3) act with care, competence, and diligence;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the Principal;
- (5) cooperate with any person that has authority to make health-care decisions for the Principal to do what you know the Principal reasonably expects or, if you do not know the Principal's expectations, to act in the Principal's best interest; and
- (6) attempt to preserve the Principal's estate plan if you know the plan and preserving the plan is consistent with the Principal's best interest.

Termination of Agent's Authority

You must stop acting on behalf of the Principal if you learn of any event that terminates this Durable Power of Attorney or your authority under this Durable Power of Attorney. Events that terminate a Durable Power of Attorney or your authority to act under a Durable Power of Attorney include:

- (1) death of the Principal;
- (2) the Principal's revocation of the Durable Power of Attorney or your authority;
- (3) the occurrence of a termination event stated in the Durable Power of Attorney;
- (4) the purpose of the Durable Power of Attorney is fully accomplished; or
- (5) if you are married to the Principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this Durable Power of Attorney state that such an action will not terminate your authority.

Liability of Agent

If you violate your duty under this Durable Power of Attorney you may be liable for damages caused by your violation.

If there is anything about this document or your duties that you do not understand, seek legal advice.

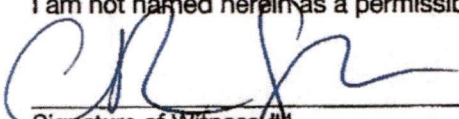
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(f) SIGNATURES OF WITNESSES:

By signing as a Witness, I acknowledge that the Principal signed the Major Gifts Rider in my presence and the presence of the other Witness, or that the Principal acknowledged to me that the Principal's signature was affixed by him or her or at his or her direction. I also acknowledge that the Principal has stated that this Major Gifts Rider reflects his or her wishes and that he or she has signed it voluntarily. I am not named herein as a permissible recipient of major gifts.



Signature of Witness #1

6/18/2023

Date

Cristina Garcia

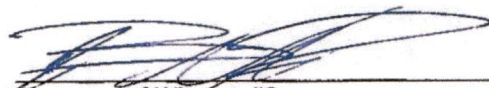
Print Name

600th Ave

Address

Yakima WA 98901

City, State and Zip



Signature of Witness #2

6/18/2023

Date

Bryden M. Pierce

Print Name

20185 S. Henrici rd

Address

Oregon City, OR, 97045

City, State and Zip

(g) THIS DOCUMENT PREPARED BY: Joan M Pierce

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**AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY
AND AGENT'S AUTHORITY**

STATE OF Washington
COUNTY OF Yakima

I, Matthew Pierce, certify under penalty of perjury that SALLY D GOODWIN
granted me authority as Agent or Successor Agent in a power of attorney dated 6/18/2023.

I further certify that to my knowledge:

(1) the Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attorney and my authority to act under the Power of Attorney have not terminated;

(2) if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred; and

(3) if I was named as a Successor Agent, the prior Agent is no longer able or willing to serve.

[Signature] 6/18/2023
Agent Signature and Date

Printed Name of Agent, Address and Phone Number

MATTHEW PIERCE
20185 S HENRICI RD.
OREGON CITY, OREGON
Phone: 503-936-2431

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On June 18th, 2023, before me, Stefano Uniah Petruzzello
a Notary Public, personally appeared Matthew Pierce, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary

Affiant Known Produced ID Type of ID Driver's License



(c) GRANT OF SPECIFIC AUTHORITY FOR AN AGENT TO MAKE MAJOR GIFTS OR OTHER TRANSFERS TO HIMSELF OR HERSELF: (OPTIONAL)

If you wish to authorize your Agent to make gifts or transfers to himself or herself, you must grant that authority in this section, indicating to which Agent(s) the authorization is granted, and any limitations and guidelines.

☐ I grant specific authority for the following Agent(s) to make the following major gifts or other transfers to himself or herself:

(i) _____ is authorized to transfer my _____ to himself or herself;

(ii) _____ is authorized to transfer my _____ to himself or herself;

(iii) _____ is authorized to transfer my _____ to himself or herself.

This authority must be exercised pursuant to my instructions, or otherwise for purposes which the Agent reasonably deems to be in my best interest.

(d) ACCEPTANCE BY THIRD PARTIES:

I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Major Gifts Rider.

(e) SIGNATURE OF PRINCIPAL AND ACKNOWLEDGMENT:

In Witness Whereof I have hereunto signed my name on June 18, 2023.

PRINCIPAL signs here: ==> Sally D G

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Washington)
COUNTY OF Yakima)

On June 18th, 2023, before me, Stefano Unah Petruzzello, a Notary Public, personally appeared Sally Diane Goodwin, as Principal, and Cristina Garcia, as Witness, and Brayden M Pierce, as Witness, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Stefano Unah Petruzzello
Signature of Notary

Affiant Known Produced ID Type of ID Driver's License



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STATE OF WASHINGTON
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2025-009207

LOCAL FILE NUMBER: 5294

DATE ISSUED: 02/26/2025

FEE NUMBER: 475548-550

FIRST AND MIDDLE NAME(S): SALLY DIANE

LAST NAME(S): GOODWIN

COUNTY OF DEATH: YAKIMA

DATE OF DEATH: FEBRUARY 16, 2025

HOUR OF DEATH: 07:55 PM

SEX: FEMALE AGE: 76 YEARS

SOCIAL SECURITY NUMBER: 534-54-0365

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO

RACE: WHITE

BIRTH DATE: DECEMBER 04, 1948

BIRTHPLACE: GRAND JUNCTION, CO

MARITAL STATUS: MARRIED

SURVIVING SPOUSE: ARLO DONALD GOODWIN

OCCUPATION: DIRECTOR

INDUSTRY: ELDER CARE

EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED

US ARMED FORCES: NO

INFORMANT: ARLO GOODWIN

RELATIONSHIP: HUSBAND

ADDRESS: 801 CREST DRIVE, YAKIMA, WA. 98908

CAUSE OF DEATH:

A: DEGENERATIVE DISEASE OF THE NERVOUS SYSTEM

INTERVAL: UNKNOWN

B: FRONTOTEMPORAL PREDOMINANT BRAIN VOLUME LOSS AND DIFFUSE WHITE MATTER CHANGES FROM CHRONIC SMALL VESSEL ISCHEMIC

INTERVAL: UNKNOWN

C:

INTERVAL:

D:

INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH: HYPERTENSION, HISTORY OF PULMONARY EMBOLISM

DATE OF INJURY:

HOUR OF INJURY:

INJURY AT WORK:

PLACE OF INJURY:

LOCATION OF INJURY:

CITY, STATE, ZIP:

COUNTY:

DESCRIBE HOW INJURY OCCURRED:

IF TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE

PLACE OF DEATH: DECEDENT'S HOME

FACILITY OR ADDRESS: 801 CREST DRIVE

CITY, STATE, ZIP: YAKIMA, WASHINGTON 98908

RESIDENCE STREET: 801 CREST DRIVE

CITY, STATE, ZIP: YAKIMA, WA 98908

INSIDE CITY LIMITS: YES COUNTY: YAKIMA

TRIBAL RESERVATION: NOT APPLICABLE

LENGTH OF TIME AT RESIDENCE: 5 YEARS

FATHER: ALBERT COLEMAN

MOTHER: ANNE BURLER

METHOD OF DISPOSITION: BURIAL

PLACE OF DISPOSITION: TERRACE HEIGHTS MEMORIAL PARK

CITY, STATE: YAKIMA, WASHINGTON

DISPOSITION DATE: FEBRUARY 27, 2025

FUNERAL FACILITY: KEITH AND KEITH FUNERAL HOME

ADDRESS: 902 WEST YAKIMA AVENUE

CITY, STATE, ZIP: YAKIMA, WASHINGTON 98902

FUNERAL DIRECTOR: ROBERT A. EATON

MANNER OF DEATH: NATURAL

AUTOPSY: NO

WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE

CAUSE OF DEATH: NOT APPLICABLE

DID TOBACCO USE CONTRIBUTE TO DEATH: NO

PREGNANCY STATUS IF FEMALE: NOT APPLICABLE

CERTIFIER NAME: ALANA J. MUIR, DO

TITLE: DO

CERTIFIER ADDRESS: 1208 S 48TH AVE

CITY, STATE, ZIP: YAKIMA, WASHINGTON 98908

DATE SIGNED: FEBRUARY 25, 2025

CASE REFERRED TO ME/CORONER: NO

FILE NUMBER: NOT APPLICABLE

ATTENDING PHYSICIAN: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: YURITSA MENDOZA

DATE RECEIVED: FEBRUARY 25, 2025

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When recorded, please return to:
David E. Mack
Hawley Troxell
222 N. 3rd Street
Yakima, WA 98901

GENERAL DURABLE POWER OF ATTORNEY

1. I, ARLO D. GOODWIN, residing and domiciled in the State of Washington, hereby designate SALLY D. GOODWIN, CORBIN PIERCE and MATTHEW PIERCE as my co-attorneys-in-fact, with any one of them authorized to act independently and without the consent or signature of the others, in the manner hereinafter defined. If any one of them shall be unable or unwilling to so act, the remaining one or two shall have the authority to act as attorney-in-fact.
2. Effective Date. This Power of Attorney shall become effective immediately, shall not be affected by my disability or incompetence, and shall continue until revoked or terminated, notwithstanding any uncertainty as to whether I am dead or alive.
3. Revocation of Prior Durable Power of Attorney. Any durable power of attorney I may have executed prior to this date shall be and they hereby are revoked and terminated as of this date.
4. Powers. Except as provided herein otherwise or limited under RCW 11.125.240, I give my attorney-in-fact full power and authority to do anything I could do as the absolute owner of my assets and liabilities, wherever located, and to perform any and all acts in my name, as fully as I could perform if I were alive and competent. My attorney-in-fact shall have broad general authority to do all acts that I could do

GENERAL DURABLE POWER OF ATTORNEY - 1

Law Offices
Hawley Troxell
222 North Third Street
Yakima, Washington 98901
Telephone (509) 248-7220

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including, but not limited to, all powers specified in RCW 11.125.260 through 11.25.410, as hereafter amended, together with the powers granted hereunder. Without in any way limiting the general grant of authority, my attorney-in-fact shall have the following powers:

A. Health Care Matters.

The attorney-in-fact shall have all powers as are necessary or desirable to provide for my support, maintenance, health, emergencies, and urgent necessities should I become disabled or incompetent, including, but not limited to, providing informed consent on my behalf, engaging and dismissing physicians and other health care personnel, choosing where I shall receive medical treatment and care, and arranging for my admission to and discharge from hospitals and other treatment facilities. Further, my attorney-in-fact shall have all powers as necessary or desirable to make decisions relative to my person and body, such as care, medical treatment, operations or similar decisions. Such attorney-in-fact shall have full and complete power to implement the terms and provisions of any Health Care Directive executed by me at any time this General Durable Power of Attorney is in effect. In the event for any reason physicians or hospital employees are unable or unwilling to comply with said Health Care Directive, my attorney-in-fact shall have full and complete power and authority to require that the terms and provisions of said Health Care Directive and all of the terms and provisions thereof be carried out. Moreover, my attorney-in-fact has the authority to make or refuse to make a DNR (Do Not Resuscitate) designation, commonly known as a code/no code designation, and to make or refuse to make other health care designations or choices on Physician Orders for Life-Sustaining Treatment (POLST) forms or other health care decision making forms, provided such forms signed by my attorney-in-fact are as consistent as possible with my then effective Health Care Directive. Notwithstanding the foregoing, if my health has deteriorated since the

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execution of my Health Care Directive where my attorney-in-fact reasonably believes I would make health care decisions that are different from what I have previously done, my attorney-in-fact has the authority to execute a POLST form or other medical forms that have different choices than the choices either made in my Health Care Directive or previously communicated by me as it is not my desire to suffer and/or cause my family and friends distress in viewing my suffering.

This Power of Attorney includes HIPAA Release Authority. I intend for my attorney-in-fact to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize any physician, healthcare professional, dentist, health insurance company, the Medical Information Bureau Inc. or other health care clearinghouse, Center for Medicare and Medicaid Services, and any State Medicaid agency, that has provided medical coverage for me, provided treatment of services to me or that has paid for or is seeking payment from me for such services to give, disclose and release to my attorney-in-fact, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health conditions, to include all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse.

The authority given my attorney-in-fact shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my attorney-in-fact has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

B. Governmental Benefits.

GENERAL DURABLE POWER OF ATTORNEY - 3

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My attorney-in-fact shall have full authority to deal with all governmental benefits and entitlements for which I am or may become eligible, including but not limited to, Social Security, Veterans, Labor and Industries, Employment Security, and Public Assistance benefits, the endorsement of any governmental checks, and/or the authority to execute and deliver any and all documents to provide for benefits, eligibility, claims and/or appeals, and to provide for direct deposit of my governmental checks into a bank account or financial institution in my name or a joint account on which I am a party. I specifically authorize my attorney-in-fact to sign Veteran's form VA 21-22 or 21-22A.

C. Real Property.

With respect to real property, the attorney-in-fact shall have full and complete power and authority to sell, transfer or convey and to purchase real property; to mortgage and convey by deed of trust or otherwise encumber any real property; to lease, sublease, and release; to eject, remove and relieve 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 rents and profits, and to conserve, invest, or utilize any and all of such rents and profits in accordance with the terms of this power of attorney; to do any act of management and conservation, to pay compromise, or to contest tax assessments and to apply for refunds in connection therewith; to subdivide, develop, dedicate to public use without consideration, or dedicate easements over, under, and upon; to maintain, protect, repair, preserve, insure, build upon, demolish, alter, or improve all or any part thereof; to obtain or vacate plats, adjust boundaries, and segregate or aggregate parcels; and to release or partially release real property from a lien. Such authority granted hereunder to my attorney-in-fact shall apply to any real property now or hereafter owned by me, whether acquired by me or for me by my

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attorney-in-fact and shall include the authority to execute any documents, deeds, and affidavits, necessary to carry out the purposes described in this paragraph.

D. Personal Property.

With respect to personal property, my attorney-in-fact shall have full and complete power and authority to sell, transfer or convey and to purchase personal property; to lease, sublease, and release; to recover possession of by all lawful means; to collect, sue for, and receive rents and profits there from and to conserve, invest, or utilize any and all of such rents and profits in accordance with the terms of this power of attorney; to maintain, protect, repair, preserve, insure, alter, or improve all or any part thereof; and to mortgage or grant security interest in any personal property or intangibles. Such authority granted hereunder to my attorney-in-fact shall apply to any personal property now or hereafter owned by me, whether acquired by me or for me by my attorney-in-fact and shall include the authority to execute any documents, bills of sale, and affidavits, necessary to carry out the purposes described in this paragraph.

E. Financial Investment Matters.

Such attorney-in-fact shall have full and complete power and authority to enter into any transaction on my behalf with any bank, savings and loan associations, credit unions, mutual fund companies and securities dealers and/or other financial institution, including (but not by way of limitation) drawing on any funds held for me by any such financial institution and authority to make any loan for my account and to give any security therefore. Additionally, such attorney-in-fact shall have the authority to maintain and close existing accounts, to open, maintain and close other accounts, and to make deposits, transfers, withdrawals, to deal with any investment and bank accounts, stocks, bonds or securities of any type held in my name or in my name with any other person, including making or changing designations of joint ownership with or without rights of survivorship and

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transfer on death beneficiaries, to make all investment decisions with respect to such accounts and assets.

The transfer agent and/or any other entity with the responsibility of handling any of such investment and bank accounts, stocks, bonds, and securities, shall have authority hereunder to deal with my said attorney-in-fact as fully and completely as I could do personally.

F. Insurance Policies and Annuity Contracts.

My attorney-in-fact shall have full authority to deal with annuity contracts and insurance policies of any kind, in which I am an insured alone or with another person, including but not limited to, increasing or decreasing coverage, canceling, liquidating, exchanging, assigning, borrowing against, annuitizing, changing the ownership or beneficiaries of such policies or annuity contracts, pursuing claims under such policies and annuity contracts on my behalf, and exercising such other rights of ownership of any life insurance policy or annuity contract.

The transfer agent and/or any other entity with the responsibility of handling any of such insurance policies and annuity contracts shall have authority hereunder to deal with my said attorney-in-fact as fully and completely as I could do personally.

G. Retirement Benefits.

My attorney-in-fact shall have the power to make any and all elections provided in my Retirement Benefit Plans, i.e. benefits payable under any qualified retirement plan under IRC §401, individual retirement account, annuity, bond or SEPP under IRC §408, tax deferred annuity under IRC §403, or other retirement arrangement subject to the "minimum distribution rules" of Section 401(a)(9) of the Code, or other comparable provisions of law, and which are herein referred to for convenience as "IRA(s)," without having made such elections prior to my Required Beginning Date. Such power shall include the authority to designate and change

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primary and contingent beneficiaries in my IRA, and except within the context of Section "Gifting and Planning Matters," such power to designate or change beneficiaries, including the attorney-in-fact, is limited to the same beneficiaries and in the same proportions as my estate at death is to be distributed through my Last Will and Testament or Revocable Living Trust. The authority to deal with my IRA(s) shall specifically include the power to roll over IRAs from a deceased spouse of the principal or to exercise any other spousal options. In addition, my attorney-in-fact has the power to administer or to disclaim any or all of an IRA I may acquire through a spouse or other person. This power to deal with my IRAs shall include the power to initiate or continue distributions as required by law based on prudence under circumstances then existing. It is generally my intention to take the minimum required distribution annually from my IRA funds, but the decision to accelerate distributions for my benefit is within the reasonable discretion of my attorney-in-fact. This power shall also include the authority to convert a traditional IRA to a Roth IRA or recharacterize a Roth to a traditional IRA, as those terms are understood at the time of executing this document. Such action to convert or recharacterize should be prudent and reasonable under the circumstances then existing as determined by my attorney-in-fact.

H. Pursuit of Litigation.

The attorney-in-fact shall have the authority to initiate proceedings, claims and litigation (herein collectively referred to as litigation) and hire attorneys, CPAs, and other experts on my behalf, in any pertinent venue, and for any cause the attorney-in-fact may deem advantageous to me or my estate. Such litigation may be against any third party or parties, including but not limited to individuals, governmental entities and agents, banks, stock transfer agents, life insurance companies, title insurance companies, credit unions, savings and loan associations, and any and all financial institutions who fail to honor and act upon

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the instructions of my attorney-in-fact pursuant to this General Durable Power of Attorney. I authorize my attorney-in-fact to pursue such litigation and seek and recover from such third party(ies) all resulting damages, costs, expenses and attorney fees that are incurred because of such failure to act, including but not limited to those associated with delayed qualification for public benefits for which I would or could be eligible but for the failure of said third party to timely comply with the requests of my attorney-in-fact. This may include such things as institutional nursing care, private duty nurses or nursing services in my own home or otherwise, prescription drugs, doctor costs, hospital costs, and any other costs which would or could have been provided had I received such public benefits. The costs, expenses and attorney fees incurred in bringing any such litigation shall be charged against my general assets, to the extent that they are not recovered from said third party.

I. Gifts and Planning Matters.

In the event that I am in need of, may benefit from, or become eligible to receive care in an assisted living facility or long-term care facility, and/or for government funding of assisted care, and/or health care costs, my attorney-in-fact is authorized to revoke or change any interest I may have pursuant to a community property, property status or other similar property agreement or Living Trust agreement, and/or to transfer my assets without consideration, (i.e. as a gift) in such amounts as he/she shall determine as to be best within the attorney-in-fact's discretion. Such gifts may also be made because my attorney-in-fact believes such gifts are in my best interest, which expressly includes, but is not limited to, deferring, reducing or eliminating income, estate and/or gift taxes at the state and/or federal level that may be imposed upon me, my estate, or my beneficiaries of my gifts/bequests, or in anticipation of future qualification for government programs. Such transfers may be made to other persons, entities, family members

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including the attorney-in-fact himself/herself, without regard to any issue of breach of fiduciary duties if exercised in good faith. Any such transfers shall be as set forth in my then existing Last Will and Testament or Revocable Living Trust as it pertains to specific bequests/distributions, and pro-rata as it pertains to general and residuary bequests/distributions unless all such general and residuary beneficiaries agree in writing to another distribution plan. My attorney-in-fact may additionally make such transfers to an entity or person who is hereafter identified in writing to the attorney-in-fact by me while competent. My attorney-in-fact is specifically authorized to exceed the amount of any state and/or federal gift tax exclusion to make the transfers contemplated in this paragraph and to pay any taxes from my assets that may be due as a result of such transfer. I hereby confirm my intentions to broadly rely upon my attorney-in-fact's judgment and discretion to decide upon gifts to others (including to my attorney-in-fact) before or after death, for the purposes of carrying out my desire to benefit such persons and entities, avoidance, deferral or reduction of state or federal income, inheritance and/or gift tax, qualification for and maintenance of Medicaid benefits, and/or to preserve my estate from Medicaid or similar governmental or estate recovery. This power specifically applies to my commercial and residential real property, and all tangible and intangible personal property, including but not limited to insurance policies, stocks, securities, annuities, business assets, investment assets and accounts, and titled vehicles, boats, trailers, and the like. My attorney-in-fact may add restrictions or conditions or place such transfers into trust for beneficiaries to carry out my intentions and/or to protect a beneficiary's or successor beneficiary's interest from disqualifying or reducing eligibility for governmental benefits, and in making such gifts to minors, such gifts may be made under the Uniform Transfers To Minors Act or such other similar Act. None of the language of this paragraph shall be construed as limiting the general overall powers of the attorney-in-fact,

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(except that such authority shall not be construed to constitute a general power of appointment) and such attorney-in-fact shall have full and complete powers to do any and all acts and things for me unless specifically limited herein.

J. Trusts.

In addition to all other powers granted under this instrument and law in regards to trusts, my attorney-in-fact shall also have the authority to create and fund trusts (including trusts of which my attorney-in-fact is a beneficiary) on my behalf on terms which align with my wishes pertaining to the distribution of my estate as well as exercise any right I have to distribute property in trust or cause a trustee to distribute property in trust. The power to amend trusts granted hereunder shall include, but shall not be limited to, the power to change the situs of the trusts. Further, my attorney-in-fact may exercise appointment and removal powers under any trust granting me such powers and to waive any powers that I may possess under any trust.

K. Business Operations.

My attorney-in-fact shall have the authority to operate any business for which I may own or may have an ownership interest in; to hire and fire any employees or managers; to change the legal form of such business(es); to sell, borrow against, or liquidate such business(es); to appear and vote, and otherwise act as my proxy or representative in respect to such number of shares or membership units of any company, corporation, trust or other such organization as I may be entitled to vote, at any and all meetings of any such organizations, and to sign and execute any proxies or other instruments for others to vote such shares or membership units; to delegate management responsibilities to any person; and to make any elections permitted under the Internal Revenue Code as it pertains to my business(es).

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L. Resignation as a Member, Officer or Fiduciary.

My attorney-in-fact shall have the authority to effect my resignation as a member or officer of any organization or entity, or as a trustee, executor, or any other fiduciary capacity that I may be serving in.

M. Change Domicile.

My attorney-in-fact shall have the authority to do all things necessary to establish a new residency or domicile for me, from time to time and at any time, within or outside of the United States, for such purposes as my attorney-in-fact shall deem appropriate.

N. Disclaimers.

My attorney-in-fact shall have the authority to renounce and disclaim any property, interest in property, or powers to which for any reason and by any means I may become entitled, by executing disclaimers on my behalf under Section 2518 of the Internal Revenue Code or any comparable section of any federal or state statute.

O. Tax Matters.

My attorney-in-fact shall have the authority to handle all tax matters on my behalf; to prepare, sign, and file federal, state, local income, gift, and other tax returns of all kinds, requests for extensions of time, claims for refunds, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, including, but not limited to agreements and consents pertaining to any matter, and any power of attorney form required by the Internal Revenue Service or any state and/or local taxing authority; to pay taxes due, collect and make such disposition of refunds as my attorney-in-fact deems appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service, any state, or any local taxing authority; to exercise any elections I may have under federal, state or local tax law; and to represent me in

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all tax matters and proceedings of all kinds before all officers of the Internal Revenue Service and state and local tax authorities. I specifically authorize my attorney-in-fact to sign IRS form 2848 appointing my attorney, CPA or enrolled agent to act on my behalf, and to sign any other forms for any taxing authority on my behalf.

P. Safe Deposit Box and Post Office Box.

My attorney-in-fact shall have the authority: to enter any safe deposit box or post office box in my name or in my name jointly with any other person; to add to the contents of such safe deposit box; to remove the contents from any safe deposit box or post office box; to contract for the establishment of a safe deposit box or post office box; and to terminate any and all contracts for such box(es).

Q. Digital Assets.

My attorney-in-fact shall have the power to access, use and control of my digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops for the purpose of accessing, modifying, deleting, controlling or transferring my digital assets, and shall have complete and unfettered authority to access any digital or internet accounts and devices on my behalf. This includes, without limitation, financial institution accounts, credit card accounts, debit card accounts, internet stores, email accounts, social-network accounts, domain names, computers (including smart phones, tablet computers, e-readers and all other devices), web pages, blogs and anything else "in the cloud" belonging to me. My attorney-in-fact may, in his or her sole discretion, make or change logons, user names, passwords and security settings as well as create, merge, terminate and liquidate accounts and services, and take any other action with respect to such accounts and devices.

R. Care Contracts and Professional Placement.

My attorney-in-fact shall have authority to execute care contracts with care providers to provide for the care of the Principal, either in a residential or institutional setting, specifically including care in the home of the Principal or in the home of the attorney-in-fact, care in an Adult Family Home, Congregate Care facility, Boarding Home, or Skilled Nursing Facility. This power specifically includes the authority to enter into a contract for care between the Principal and the attorney-in-fact for care provided by the attorney-in-fact or members of the family of the attorney-in-fact in the home of the attorney-in-fact or in the home of the Principal at commercially reasonable rates for similar services provided in similar settings. My attorney-in-fact shall have authority to hire professional case managers, medical staff, legal counsel and others to assist the attorney-in-fact relative to the provision of care, placement and other decisions and use the resources of the Principal to pay for such services.

NO POWER TO AGREE TO BINDING PRE-DISPUTE ARBITRATION AGREEMENTS. Although I have given my agent authority to make placement decisions and to execute agreements for care in this Durable Power of Attorney, I specifically *withhold* the power to agree to binding arbitration prior to the actual occurrence of an injury or controversy, or to agree in advance to any other process that would preclude any right to have a jury decide an issue concerning my person or property, or to limit in advance any rights to litigate potential claims for damages. This does not preclude agreeing to non-binding alternative dispute resolution processes, such as mediation, nor does it preclude submitting a dispute after it has occurred to binding arbitration following the advice of counsel to my agent.

5. Limitations on Powers. Nothing contained herein shall authorize the attorney-in-fact to make, alter, revoke, or change any testamentary disposition of my property, or to make any gifts of such property during my lifetime, provided, however, that

my attorney-in-fact shall have full power and authority to convey all of my assets to my spouse and/or my family and/or others for the purpose of preserving assets for my spouse and/or my family and/or others as identified and set forth in Section "Gifting and Planning Matters," hereof.

Further, any power or authority granted to my attorney-in-fact under this instrument shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to my attorney-in-fact; (ii) my assets to be subject to a general power of appointment by my attorney-in-fact; and (iii) my attorney-in-fact to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my attorney-in-fact.

6. Termination. Notwithstanding any uncertainty as to whether I am alive or dead, this Power of Attorney shall continue in effect to the extent permitted by law until revoked or terminated. While competent, I may revoke this Power of Attorney by written notice to the attorney-in-fact. This Power of Attorney shall be terminated upon receipt of written notice or actual knowledge by the attorney-in-fact of my death, and further may be terminated by the appointment of a guardian and/or conservator for me following court approval of such termination.
7. Reliance. The attorney-in-fact, and all persons dealing with the attorney-in-fact, shall be entitled to rely upon this Power of Attorney so long as neither the attorney-in-fact nor any person with whom the attorney-in-fact was dealing at the time of any act taken pursuant to this Power of Attorney, had received actual knowledge or written notice of the termination of the Power of Attorney by death or otherwise. Any action so taken shall be binding on my heirs, trustees and personal representatives.
8. Guardian. In the event it is necessary to appoint a full or limited guardian and/or conservator for me, I appoint SALLY D. GOODWIN, CORBIN PIERCE and MATTHEW PIERCE to act as such co-fiduciaries. If any one of them shall be

unable or unwilling to so act, the remaining one or two shall have the authority to act as such fiduciary.

9. Remains. It is my intention that this document serve as a written authorization for the disposition of my remains and it is my intention that the notary shall constitute a witness as provided in RCW 68.50.160. After my death, my attorney-in-fact shall have the authority to act as my representative for purposes of controlling the disposition of my remains, as authorized under RCW 68.50.160, if I have not otherwise made lawful provision for their disposition either in a properly executed and witnessed directive or via prearrangements with a funeral establishment or crematory. This authorization shall survive the termination of this power of attorney by the death of the principal. Notwithstanding the foregoing, I reserve the right to terminate this authorization by revocation of this instrument or by a subsequent written document granting authorization to another. In the event of a disagreement between the authorization granted herein and a later executed authorization, the later executed document shall prevail.
10. Indemnity. I, my personal representative, and/or trustee shall hold harmless and indemnify the attorney-in-fact from any and all liability for acts done in good faith.
11. Compensation. The attorney-in-fact shall be entitled to be paid reasonable compensation for services performed as attorney-in-fact and to be reimbursed for all costs and expenses reasonably incurred.
12. Carrying Out Duties. In connection with the exercise of the rights and powers granted to my attorney-in-fact hereunder, my attorney-in-fact is fully authorized and empowered to make, execute, endorse, seal, acknowledge, deliver and file or record agreements, instruments, deeds, bills of sale, instruments granting and perfecting security interests and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions,

13. Obligations. My attorney-in-fact shall have duty to act in good faith, to keep record of all receipts, disbursements, and transactions made on my behalf, to act within the scope of authority granted to him or her under this instrument and applicable law, and to comply with any and all duties and obligations imposed on him or her by law.
14. Applicable Law. The laws of the State of Washington shall govern this Power of Attorney.


ARLO D. GOODWIN

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