Application for Use of State-owned Aquatic Lands

Applicant Name: Walter Wilson
County: Cowlitz County
Water Body: Fisher Slough, Columbia River
Type of Authorization - Use: Lease – Private Marina
Authorization Number: 20-A12053
Term: 12 years

Description: This agreement will allow the continued use of State-owned aquatic lands for the sole purpose of a private marina. It is located in/on Fisher Slough, Columbia River, in Cowlitz County, Washington.

This is an active lease agreement that has been in place since October 1, 1998. The tenant is requesting that additional family members be added to the lease agreement. This lease is due to expire September 30, 2010. No other lease changes have been requested. The lease will be revised to include T.J. Taylor Frey and Zackary A. Taylor as tenants in addition to Walter Wilson.
Walter Wilson
Authorization No. 20-A12053
Authorization Use: Private Marina
Location: Cowlitz County

Vicinity Map

Legal Description
Lat: 46.17214N, Long: 123.05659W; 16-08N-03W WM

Prepared By: dw  Date: 09/01/2009
Regarding Aquatic Lands Lease No. 20-A12053

August 19, 2009

To DNR:

Enclosed you will find paperwork showing I have power of Attorney for my grandfather, Walter Wilson. Please add the following names:

T.J. Taylor Frey  (grandchild)
Zackary A. Taylor  (grandchild)

to his Aquatic Lands Lease No. 20-A12053 located in Cowlitz County.

Please contact me if there are any questions at (360) 261-6000.

Thank you,

T.J. Taylor Frey

In addition: Please change the mailing address to:
2719 Fir Street
Longview WA 98632
POWER OF ATTORNEY WITH DURABLE PROVISIONS
(Effective Immediately)

1. **Designations.** The undersigned principal, WALTER K. WILSON domiciled and residing in the State of Washington, hereby designates and appoints T. J. TAYLOR FREY, as Attorney-in-fact for the principal. If for any reason T. J. TAYLOR FREY becomes unable or unwilling to act as attorney-in-fact for the principal, ERVINE JASPER TAYLOR, Jr. is designated as alternate attorney-in-fact. In the event the neither T. J. TAYLOR FREY and ERVINE JASPER TAYLOR, JR. can act as attorney-in-fact, in that event I appoint ZACHARY AMUND TAYLOR in their stead.

2. **Powers.** The Attorney in fact, as fiduciary, shall have all the powers of an absolute owner over the assets and liabilities of the principal whether located within or without the State of Washington, and shall have all powers necessary or desirable to provide for the support, maintenance, health, emergencies and urgent necessities of the principal, including the power to consent to medical treatment and the power to make disclaimers. The Attorney in fact shall not have the power to make, amend, alter, or revoke any of the principal's Wills, Codicils, life insurance beneficiary designations, trust agreements or to make any gifts of property to any trust (whether or not created by the principal) unless the trust benefits the principal alone and does not have dispositive provisions which are different from those which would have governed the property had it not been transferred into the trust. Such powers shall include but not be limited to the following:

(a) To sell, convey, transfer, or encumber the estate of the principal, both real and personal, upon such terms and conditions and under such circumstances as said Attorney in fact shall deem fit and proper.

(b) To ask, demand, sue for, recover, and receive all manner of goods, chattels, debts, rents, interest, sums of money, and demands whatsoever due or hereafter to become due and owing, or belonging to the principal, and to make, give, and execute acquittances, receipts, releases, satisfactions, or other discharges for the same whether under seal or otherwise.

(c) To make, execute, endorse, accept, and deliver in the name of the principal or in the name of said Attorney in fact, all checks, notes, drafts, warrants, acknowledgments, agreements and all other instruments in writing, of whatsoever nature, as to said Attorney in fact may seem necessary to conserve the principal's interests.

(d) To execute, acknowledge and deliver any and all contracts, deeds, leases, assignments of mortgage, extensions of mortgage, satisfactions of
mortgage, releases of mortgage, subordination agreements, and any other instrument or agreement of any kind or nature whatsoever, in connection therewith, and affecting any and all property presently belonging to or hereafter acquired by the principal, located anywhere, which said Attorney in fact shall deem necessary or advantageous for the interests of the principal.

(e) To enter into and take possession of any lands, real estate, tenements, houses, stores, or buildings, or parts thereof, belonging to the principal, that may become vacant or unoccupied, or to the possession of which the principal may be or may become entitled, and to receive and take for the principal and in the name of the principal and to the use of the principal all or any rents, profits, or issues of any real estate to the principal belonging, and to let the same in such manner as said attorney shall deem necessary and proper, and from time to time to renew leases.

(f) To commence, and prosecute in the name of the principal, any suits or actions or other legal or equitable proceedings for the recovery of any lands or goods, chattels, debts, duties, demands, causes or things whatsoever, due or to become due or belonging to the principal, and to prosecute, maintain and discontinue the same, if said Attorney in fact shall deem such action proper.

(g) To take all steps and remedies necessary and proper for the conduct and management of the business affairs of the principal, and for the recovery, receiving, obtaining, and holding possession of any lands, tenements, rents or real estate, goods and chattels, debts, interest, demands, duties, sum or sums of money or any other thing whatsoever, located anywhere, that is, are or shall be, by said attorney in fact, thought to be due, owing, belonging to or payable to the principal in the principal's own right or otherwise.

(h) To appear, answer, and defend in all actions and suits whatsoever which shall be commenced against the principal and also for the principal and in the name of the principal to compromise, settle, and adjust, with each and every person and persons, all actions, accounts, dues and demands, subsisting or to subsist between the principal and them or any of them and in such manner as said Attorney in fact shall think proper.

(i) To sell, assign and transfer securities without condition.

(j) To enter safe deposit boxes at any financial institution in which the principal may have a box and to remove the contents therefrom.

This instrument is to be construed and interpreted as a Durable General Power of Attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit, or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said Attorney in fact; hereby giving to said Attorney, power and authority to do, execute, and perform and finish for the principal and in
the name of the principal all those things which shall be expedient and necessary, or which said Attorney in fact shall judge expedient and necessary in and about or concerning the premises, or any of them, as fully as the principal could do if personally present, hereby ratifying and confirming whatever said Attorney in fact shall do or cause to be done in, about, or concerning the premises, and any part thereof.

3. **Duration.**

**Commencement.** The powers of said Attorney in fact granted by this instrument shall commence and be in full force and effect upon the execution of this instrument.

**Termination.** The powers granted said Attorney in fact by this instrument shall commence and be in full force and effect until the happening of one of the following:

(i) Notice of revocation is given in writing by the principal.

(ii) The appointment of a guardian of the property and/or person of the principal.

(iii) The death of the principal upon proof of death being received by the Attorney in fact.

(iv) The dissolution of the marriage of the principal.

4. **Disability and Incompetency.** The power granted by this instrument shall continue until it is terminated notwithstanding the disability and/or incompetency of the principal.

5. **Reliance.** The designated and acting 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 or person with whom he was dealing at the time of any act taken pursuant to this Power of Attorney had received actual knowledge or actual notice of the revocation or termination of the Power of Attorney by death or otherwise, and any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees, or personal representatives of the principal.

6. **Harmless.** The estate of the principal shall hold harmless and indemnify the Attorney in Fact from all liability for acts done in good faith and not in fraud on behalf of the principal.

7. **Applicable Law.** The laws of the State of Washington shall govern this Power of Attorney.

8. **Execution.** This Power of Attorney is signed in Longview, Washington, on
this 9th day of December, 2002, to become effective as provided in paragraph 3 hereof.

WALTER K. WILSON

Domiciled and residing at:

5431 Mt. Solo Rd.
Longview, WA 98632

STATE OF WASHINGTON )
)ss.
County of Cowlitz )

I certify that I know or have satisfactory evidence that WALTER K. WILSON signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED December 9th, 2002.

MAYRIE GRIFF
Commission Expires
November 9, 2003
Notary Public in and for
The State of Washington
My commission expires: 11/08/03