

Doc # 2005159992
Page 1 of 11
Date: 12/27/2005 03:02P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$42.00

AFTER RECORDING MAIL TO:

Name Catherine Craig

Address PO Box 98

City/State North Bonneville, WA 98639

5672 28337

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

1. Power of Attorney
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document



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

1. Craig, Lee Austin , JR.
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

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

1. Magee, John E.
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

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

Lot 5 of Block 2 of the Plat of Relocated North Bonneville, according to the Plat recorded in Book 'B', Page 8, Auditor File No. 83466. And re-recorded in Book 'B', Page 24, Auditor File No. 84429, Skamania County Plat Records.

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s): 02-07-30-1-1-2400-00

WA-1

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

DURABLE POWER OF ATTORNEY

I, Lee Austin Craig, Jr., hereby appoint John E. Magee to to serve as my true and lawful attorney("Agent") and to exercise the powers set for below.

This power of attorney shall not be affected by my subsequent disability or incapacity.

ARTICLE I

My Agent is authorized to exercise the following powers, in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

1.1 Power to Sell. To sell any and every kind of property that I may own now or in the future, whether real, personal, intangible, or mixed, upon such terms and conditions as my Agent shall deem appropriate, and to grant options with respect to sales of such property.

1.2 Disposal of Proceeds of Sale. 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.

1.3 Power of Buy. To buy every kind of property, whether real, personal, intangible, or mixed, upon such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; and to arrange for appropriate disposition, use, safekeeping, and insuring of any such property.

1.4 Borrow Money in order to Buy. To borrow money for the purposes described in this instrument, and to secure such borrowings in such manner as my Agent shall deem appropriate.

1.5 Use Credit Cards. To use any credit card held in my name to make purchases, and to sign such charge slips as may be necessary to use such credit cards.

1.6. Repay Loans. To repay from any funds belonging to me any money borrowed, and to pay for any purchases made or cash advanced using credit cards issued to me.

1.7 Power to Invest. To invest and reinvest all or any part of my property in any property or interests in property, real, personal, intangible, or mixed, and to terminate any investments whether made by me or my Agent; and to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds.

1.8 Employ Copnsultants. To employ, compensate, and terminate the services of financial and investment advisors and

consultants.

1.9 Power to Manage Real Property. With respect to real property, (including but not limited to any real property I may hereafter acquire or receive), to lease or sublease; to eject or remove tenants or other persons from, and recover possession of, by all lawful means; to accept as 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 of such rents, profits, and receipts for any purposes that my Agent shall deem appropriate; to do any act of management and conservation, to pay, compromise, or to contest tax assessments and to apply for refunds in connection with such assessments; to employ laborers; to subdivide, develop, or dedicate to public use without consideration, or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter, or improve; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; and to release or partially release any such real property from a lien.

1.10 Grant Mortgages, Deeds of Trust, etc. To mortgage 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.

1.11 Power to Manage Personal Property. With respect to personal property; to lease or sublease; to recover possession of by all lawful means; to collect, sue for, receive, and receipt for rents and profits; to maintain, protect, repair, preserve, insure, alter, or improve; to sell and to buy; and to mortgage, pledge, or grant other security interests in any personal property or intangibles now or hereafter owned by me, whether acquired by me or for me by my Agent.

1.12 Power to Demand and Receive. To demand, arbitrate, sell, sue for, collect, receive, deposit, expend for my benefit, reinvest, or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property (real, personal, intangible, or mixed), debts, dues, rights, accounts, legacies, bequests, dividends, annuities, rights or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved, including but not limited to benefits payable to or for my benefit by any governmental agency or body (such as Supplemental Social Security, Medicaid, Medicare, and Social Security Disability Insurance, and for the purposes of receiving Social Security benefits, my Agent is hereby appointed my "Representative Payee"; and to utilize all lawful means and methods to recover such assets or rights, qualify me for such benefits, and claim such benefits on my behalf, and to compromise claims and grant discharges with regard to the matters described section.

1.13 Medicaid Qualification. To utilize all lawful means and methods to recover such assets or rights to which I may be entitled under Medicaid, to qualify me for such benefits, and to claim such benefits on my behalf. The authority granted in this instrument shall include but not be limited to converting my assets into assets that do not disqualify me from receiving such benefits or cause me to be divested of such assets. In any divestment actions or asset conversions, I direct that my Agent, to the extent reasonably possible, avoid the disruption of the dispositive provisions of any estate plan of mine known to my Agent whether or not such estate plan is embodied in a will, a trust, non-probate property, or otherwise. If it is necessary to disrupt such plan, then my Agent is directed to use my Agent's best efforts to restore such plan as and when the opportunity to do so is available to my Agent. If a transfer of cash by my Agent is made to a pecuniary legatee under my will, then my Agent shall ensure that such transfer is deemed a satisfaction of such legacy, pro tanto.

1.14 Power with Respect to Employment Benefits. To create and contribute to an employee benefit plan (including a plan for self-employed individual) for my benefit; to select any payment option under any IRA or employee benefit plan in which I am a participant or to change options I have selected; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans; and to apply for and receive payments and benefits.

1.15 Power with Respect to Bank Accounts. To establish accounts of all kinds, including checking and savings, for me with financial institutions of any kind; to modify, terminate, make deposits and to write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory, 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 accounts; and to contract for any services rendered by any bank or financial institution.

1.16 Power with Respect to 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; and to terminate any and all contracts for such boxes.

1.17 Power with Respect to Legal and Other Actions. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial, or administrative hearings, actions, suits, proceedings, attachments, arrests, or distresses,

involving me in anyway, including but not limited to claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting from such actions will or may be imposed on me, and to otherwise engage in litigation involving me, my property, or any interest of mine, including property, interest, or personal for which I have or may have any responsibility.

1.18 Power to Borrow Money (Including Insurance Policy Loans). To borrow money from any lender for my account upon such terms and conditions as my Agent shall deem appropriate, and to secure such borrowing by the granting of security interests 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 upon my life for any purpose and to grant a security interest in such policy to secure any such loans (including the assignment and delivery of any such policies as security); 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.

1.19 Power to Create, Fund, Amend, and Terminate Trusts Solely for the Benefit of the Principal. To execute a revocable trust agreement with such trustee or trustees as my Agent shall select, which trust shall provide that all income and principal shall be paid to me, to some person for my benefit, or applied for my benefit in such amounts as I or my Agent shall request or as the trustee or trustees shall determine, and that on my death any remaining income and principal shall be paid to my personal representative, and that the trust may be revoked or amended by me or my Agent at any time and from time to time; provided, however, that any amendment by my Agent must be such that by law or under the provisions of this instrument such amendment could have been included in the original trust agreement, to deliver and convey any or all of my assets to such trustee or trustees; to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter; and my Agent may be sole trustee or one of several trustees.

1.20 Power to Fund Trusts. To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source; to execute any necessary instruments, documents, or papers to effect such transfers as may be necessary, appropriate, incidental, or convenient; and to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death or by will.

1.21 Power to Withdraw Funds from Trusts. To withdraw and receive the income or corpus of any trust over which I may have a right of receipt or withdrawal; to request and receive the income and corpus of any trust with respect to which the trustee of that trust has the discretionary power to make distributions to or on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received; to exercise (in whole or in part) release or let lapse any power of appointment held by me whether general or special, or any power of amendment or revocation under any trust, whether or not such power of appointment was created by me, subject however, to the following restrictions: My Agent shall have no power or authority whatsoever with respect to any irrevocable trust created by my Agent as to which I am a trustee or a beneficiary or any asset given to me by my Agent; my Agent shall be prohibited (except as specifically authorized in this instrument) from (a) appointing, assigning, or designating any of my assets, interests, or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass in any one calendar year directly or indirectly to my Agent as his or her estate, (c) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others, (including those whom I am legally obligated to support); and my Agent shall be prohibited from exercising any discretionary fiduciary powers that I now hold or may hereafter acquire.

1.22 Power to Renounce and Resign from Fiduciary Positions. To renounce any fiduciary position to which I have been or may be appointed.

1.23 Power with Respect to Insurance. To purchase, maintain, surrender, collect, or cancel (a) life insurance or annuities of any kind on my life or the life of any one to whom I have an insurable interest, (b) liability insurance protecting me and my estate against third party claims, (c) hospital insurance, medical insurance, Medicare supplementary insurance, custodial care insurance, and disability income insurance, and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft, or other commonly insured risk; to pay all insurance premiums, or 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 adjust insurance losses; and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI, and Worker's Compensation; to decrease coverage under or cancel any of the policies described herein; and to receive and make such disposition of the case value upon termination of any such policy as my Agent shall deem appropriate, except my Agent shall have no power or authority whatsoever with respect to interest in or incidents of ownership in any policy of insurance I may own on the life of my Agent.

1.24 Power with Respect to Taxes. To represent me in all tax matters; to prepare, sign, and file federal, state, and local income, gift, and other tax returns of all kinds, to pay any tax due or collect any tax refund due, to make and respond to lawful inquiries from any taxing authority, and generally to represent me or obtain representation for me in all tax matters and proceedings of all kinds and for all periods between the years 1950 and 2025 before all officers of the Internal Revenue Service and state and local authorities and in any and all courts; and to engage, compensate and discharge attorneys, accountants, and other tax and financial advisers and consultants to represent or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility.

1.25 Power to Make Gifts. To make gifts, grants or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness) to such person or organizations as my Agent shall select; provided however, that my Agent shall not make any gifts that are not excluded from gift tax by my federal gift tax annual exclusion and this annual right shall be noncumulative and shall lapse at the end of each calendar year; and provided, however, that gifts made by my Agent to a charitable, scientific, or educational institution or organization must qualify for a charitable deduction under the income and gift tax provisions of the Internal Revenue Code as from time to time amended.

1.26 Power with Respect to Mineral Rights. To make, execute and deliver any and all manner of contracts with reference to minerals, oil, gas, oil and gas rights, rents and royalties, including agreements facilitating exploration for the discovery of oil, minerals and deposits.

1.27 General Power. Generally to conduct, manage and control all my business and my property wheresoever situated, as my Agent may deem for my best interest.

ARTICLE II

My agent is authorized to exercise the following powers, in my agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

2.1 Power to Provide for Principal's Support. To do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs, and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food, and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital,

hospice, nursing home, convalescent home, or similar establishment, or in my own residence should I desire it, and to assure that all of my essential needs are provided for at such a facility or in my own residence, as the case may be; and to provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.

2.2 Power to Provide Companionship. To provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

2.3 Power to Make Advance Funeral Arrangements. To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate, if I have not previously done so myself.

2.4 Power to Change Domicile. To establish a new residency or domicile for me, from time to time and at any time, within or without the state, and within or without the United States, for such purposes as my Agent shall deem appropriate, including but not limited to any purpose for which this instrument was created.

2.5 Health Care. To exercise sole and absolute discretion relating to matters involving my health and medical care as set forth in this instrument.

2.6 General Powers. To generally conduct, manage and control all my affairs with respect to my person, as my Agent may deem for my best interest, unless otherwise specified in this instrument.

ARTICLE III

In connection with the exercise of the powers described in this instrument, my Agent is fully authorized and empowered to perform any acts, and to execute and deliver any documents, instruments, and papers necessary, appropriate, incidental, or convenient to such exercise or exercises, including without limitation the following:

3.1 Resort to Courts. To seek on my behalf and at my expense:

a. A declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument and any of the acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument.

b. A mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation, or other entity obligated to comply with instructions given by me; and

c. Actual and punitive damages against any person, organization, corporation, or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

3.2 Hire and Fire. To employ, compensate and discharge such domestic, medical, and professional personnel, including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants, and employees as my Agent deems appropriate.

3.3 Power to Do 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 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; and to obtain and release or deny information or records of all kinds relating to me, to any interest of mine, or to any person for whom I am responsible.

ARTICLE IV

For the purpose of inducing all persons, organizations, corporations and entities, including but not limited to any physician, hospital, nursing home, health care provider, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party, all of who will be referred to in this article as a "Person" to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant and agree that:

4.1 Third Party Liability for Revocation and Amendments. If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors, and assigns will hold any Person harmless from any loss suffered, or liability incurred as a result of such Person acting in good faith upon the instructions of my Agent prior to the receipt by such Person of actual notice of any such revocation or amendment.

4.2 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, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent under this instrument are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns, successors, and personal representatives.

4.3 Substitute or Successor Agent Affidavit. Any party dealing with any person named as my substitute or successor Agent under this instrument my rely upon as conclusively correct an affidavit of such Agent that the person named as prior Agent is no longer serving.

4.4 Authorization to Release Information to Agent. All Persons from whom my Agent may request information regarding me, my personal, medical 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, successors, and assigns of complying with my Agent's requests.

ARTICLE V

5.1 Agent's Death, Incapacity, or Resignation and Selection of Substitute. My Agent is authorized and empowered to appoint a substitute Agent to act and serve as my Agent in the event that:

a. My Agent shall die or become mentally incapacitated or resigns prior to my death; and

b. At any of such times there is no successor Agent named in this instrument who is willing and able to serve as my Agent, such appointment to be made in a written instrument that shall specify the event or events upon which such substitution shall become effective, be signed by my Agent, be delivered to my substitute Agent, and be attached to this instrument.

5.2 Photocopies. My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.

5.3 Binding Effect. This instrument and actions taken by my Agent properly authorized hereunder shall be binding upon me, my heirs, successors, assigns, executors, and administrators.

I hereby give and grant unto my Agent full power and authority freely to do and perform every act and thing whatsoever requisite and necessary to be done, as fully to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this instrument.

IN WITNESS WHEREOF, I have executed this Durable Power of

////

////

////

Attorney this 15th day of July, 1998.

Lee Austin Craig, Jr.
Signature of Principal

Lee Austin Craig, Jr.
Name of Principal

487-28-5354
Social Security Number of Principal

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me this 15th day of July, 1998, by Lee Austin Craig, Jr.



Rheta M. Jenner
Notary Public for Oregon
My Commission Expires: 5-5-2000

The undersigned acknowledge and accept appointment as Agents, and agree to serve as Agents, under this instrument.

John E. Magee
Signature of Agent

John E. Magee
Name of Agent