

Doc # 2006161313
Page 1 of 7
Date: 04/25/2006 11:45A
Filed by: DENNIS J DAY
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$38.00

Return Address:

Dennis J. Day
26510 S.W. Ladd Hill Rd
Sherwood OR 97140

Document Title(s) or transactions contained herein:

Durable Power of Attorney

GRANTOR(S) (Last name, first name, middle initial)

Young, Frederic N

☐ Additional names on page ____ of document.

GRANTEE(S) (Last name, first name, middle initial)

Dennis J Day

☐ Additional names on page ____ of document.

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

Lot 6 of Whispering Hills River Estate, according to the recorded plat thereof, recorded in Book "A" of Plats, Page 130 in the County of Skamania, State of Washington

☐ Complete legal on page ____ of document.

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page ____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

02-05-15-1-0-0401-00

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers on page ____ of document.

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

After recording, return to:
Dennis J. Day
26510 SW Ladd Hill Road
Sherwood, OR 97140

DURABLE POWER OF ATTORNEY
of
FREDERIC N. YOUNG

1. **DESIGNATION.** The undersigned (the "Principal"), individual, domiciled and residing in the State of Washington, as authorized by RCW 11.94, designates Dennis J. Day as attorney-in-fact for the Principal. If Dennis J. Day at any time declines, fails, or is unable to act as attorney-in-fact for the Principal, the Principal designates Duane Bush as attorney-in-fact for the Principal.

2. **EFFECTIVENESS; DURATION.** This power of attorney shall not become effective until written evidence of incompetency or of the determination of disability is made by two of the Principal's attending physicians. Once Dennis J. Day or Duane Bush agrees to act as an attorney-in-fact, this power of attorney shall continue until revoked or terminated under paragraph 5, notwithstanding any uncertainty as to whether the Principal is dead or alive. Disability shall include the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance.

3. **POWERS.** The attorney-in-fact shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Washington. These powers shall include, without limitation, the power and authority specified below.

3.1 **Real Property.** The attorney-in-fact shall have authority to purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.

3.2 **Personal Property.** The attorney-in-fact shall have authority to purchase, receive, take possession of, lease sell, assign, exchange, release, mortgage and pledge personal property or any interest in personal property.

3.3 **Financial Accounts.** The attorney-in-fact shall have authority to deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions and securities dealers). This shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts, and to make deposits, transfers and withdrawals with respect to all such accounts.

3.4 United States Treasury Bonds. The attorney-in-fact shall have authority to purchase United States Treasury Bonds, which may be redeemed at par in payment of federal estate tax.

3.5 Moneys Due. The attorney-in-fact shall have authority to request, demand, recover, collect, endorse and receive all moneys, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.

3.6 Claims Against Principal. The attorney-in-fact shall have authority to pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, use any of the Principal's funds or other assets or use funds or other assets of the attorney-in-fact and obtain reimbursement out of the Principal's funds or other assets.

3.7 Legal Proceedings. The attorney-in-fact shall have authority to participate in any legal action in the name of the Principal or otherwise. This shall include (a) actions for attachment, execution, eviction, foreclosure, indemnity and any other proceeding for equitable or injunctive relief and (b) any legal proceedings in connection with the authority granted in this instrument.

3.8 Written Instruments. The attorney-in-fact shall have the power and authority to sign, seal, execute, deliver and acknowledge all written instruments and do and perform each and every act and thing whatsoever which may be necessary or proper in the exercise of the powers and authority granted to the attorney-in-fact as fully as the Principal could do if personally present.

3.9 Safe Deposit Box. The attorney-in-fact shall have the authority to enter any safe deposit box in which the Principal has a right of access.

3.10 Transfers to Trust. The attorney-in-fact shall have the authority to transfer assets of all kinds to the trustee of the Principal's Revocable Living Trust dated July 14, 1996.

3.11 Disclaimer. The attorney-in-fact shall have the authority to disclaim any interest, as defined in RCW 11.86, in any property to which the Principal would otherwise succeed, and to decline the act or resign if appointed or serving as an officer, director, executor, trustee or other fiduciary.

3.12 Gifts. The attorney-in-fact shall have the authority to make gifts outright or in trust to or for the benefit of the Principal's children, their spouses, and their issue, not to exceed \$10,000.00 in the aggregate in any one calendar year as to or for any one person.

3.13 Health Care Decisions. Upon the determination of two of the Principal's attending physicians, that are licensed to practice medicine in the State of Washington and/or the State of Oregon, that the Principal is not competent as defined in RCW 11.88, the attorney-in-fact shall have the authority to make health care decisions for the Principal and to provide informed consent to health care on behalf of the Principal as provided in RCW 11.94.010(3).

4. LIMITATIONS. Except for the authority specifically stated in Article 3, the attorney-in-fact shall not have authority to make, amend, alter, revoke or change any life insurance policy, employee benefit, or testamentary disposition of the Principal's property or to make any gifts of such property or to exercise any power of appointment.

5. TERMINATION. This power of attorney may be terminated by:

(a) the Principal by written notice to the attorney-in-fact and, if this power of attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the power was recorded;

(b) a Guardian of the estate of the Principal after court approval of such revocation; or

(c) the death of the Principal upon actual knowledge or receipt of written notice by the attorney-in-fact.

6. ACCOUNTING. Upon request of the Principal or the Guardian of the estate of the Principal or the personal representative of the Principal's estate, the attorney-in-fact shall account for all actions taken by the attorney-in-fact for or on behalf of the Principal.

7. RELIANCE. Any person acting without negligence and in good faith in reasonable reliance on this power of attorney shall not incur any liability thereby. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs and personal representatives of the Principal.

8. INDEMNITY. The estate of the Principal shall hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the Principal.

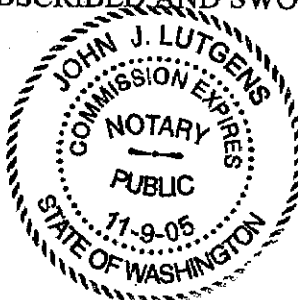
9. NOMINATION OF GUARDIAN. The Principal nominates Dennis J. Day, as Guardian of the Principal's estate and as Guardian of the Principal's person if protective proceedings for the Principal's person or estate are ever commenced. If he is unable or unwilling to so act, then I nominate Duane Bush as Guardian of the Principal's estate and as Guardian of the Principal's person

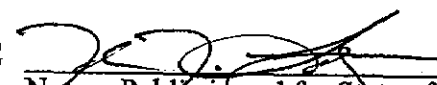
10. APPLICABLE LAW. The laws of the State of Washington shall govern this power of attorney.

DATED this 21st day of October, 2004.


Frederic N. Young Principal

SUBSCRIBED AND SWORN to before me this 29th day of October, 2004.




Notary Public in and for State of Washington, County of Clark
Residing at: Vancouver, WA
My Commission Expires 11-9-05

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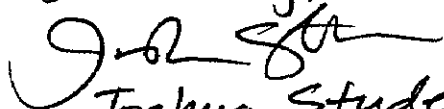
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February 10, 2006

To whom it may concern:

I am the attending physician for Frederic N. Young (DOB 9/22/27), who is hospitalized at Southwest Washington Medical Center. He has the following severe, chronic medical problems: moderate Alzheimer's dementia, end-stage liver disease, and severe kidney. At his best, Mr. Young is confused and disoriented and with even mild physical insults becomes delirious. He is not capable of making informed decisions regarding any aspect of his life, including social, medical, and financial issues. He would best be served with a legal guardian to make these decisions for him.

Sincerely,



Joshua Studer, MD

Southwest WA Med Center
Vanouver, WA
(360) 514-2000

Re Frederick N. Young DOB ~~22 SEP 57~~

The patients medical/mental health
have deteriorated to a level where
decision making and activities of
daily living require assistance.
MR Dennis Day is the primary decision
at this time. *Enloe*

STEPHEN ENLOE, M. D.

Internal Medicine

16463 S.W. Boones Ferry Road
Lake Oswego, Oregon 97035

Dennis Day

#5

4-10-06

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