

WHEN RECORDED RETURN TO:

Cody A Ellis
 352 Newquist Rd
 Washouet WA 98671

DOCUMENT TITLE(S)

Financial Durable Power of Attorney

REFERENCE NUMBER(S) of Documents assigned or released:

Additional numbers on page ____ of document.

GRANTOR(S):

David L Simmons

Additional names on page ____ of document.

GRANTEE(S):

Cody A Ellis

Additional names on page ____ of document.

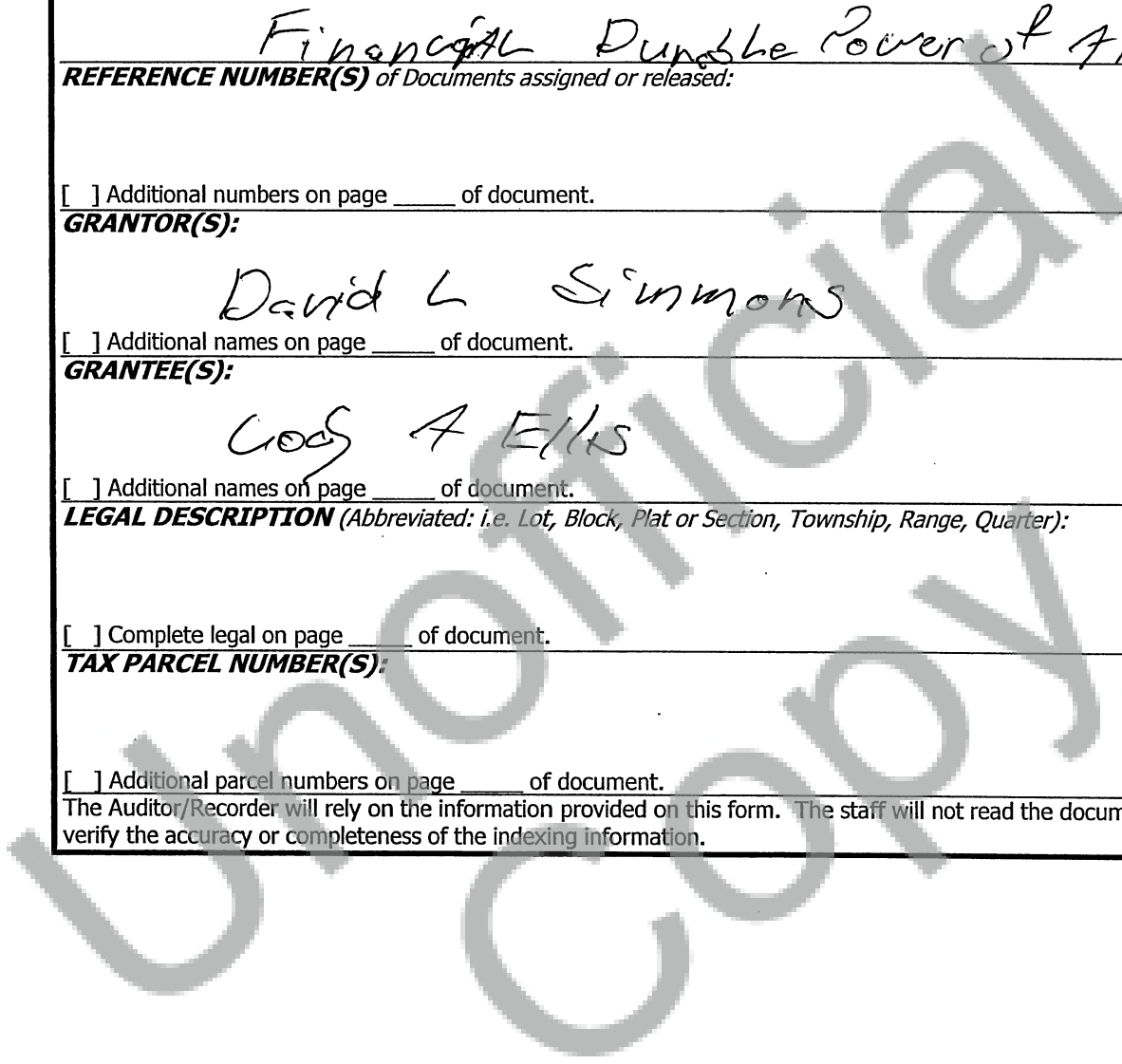
LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

Additional parcel numbers on page ____ of document.

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FINANCIAL DURABLE POWER OF ATTORNEY

I, **David L. Simmons**, (hereinafter "the Principal") the undersigned individual, domiciled and residing in the State of Washington, hereby revoke all prior grants of durable power of attorney over my finances and designate the following person(s) as Agent(s) to act for me.

1. Designation. I designate **Cody Ellis** as my Agent effective as provided under paragraph 2, below.

2. Effectiveness. This Power of Attorney shall become effective immediately and shall continue in effect regardless of my subsequent incapacity or disability until terminated below.

3. General Powers. The Agent, as a fiduciary, shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

(a) **Financial Accounts.** Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts and other similar accounts with financial institutions. My Agent may conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, cashing checks, drawing checks, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.

(b) **Real Estate Transactions.** Purchase, take possession of, lease, sell, convey, exchange, insure, repair, release, encumber or perform any other act with respect to my real property or any interest in real property (now owned or later acquired), including the right to remove tenants and to recover possession.

(c) **Tangible Personal Property Transactions.** Buy and sell, lease, exchange, collect, possess and take title to all tangible personal property; move, store, ship, restore, maintain, repair, improve, manage, preserve, insure and safekeep tangible personal property; and, in general, exercise all powers with respect to tangible personal property.

(d) **Stock and Bond Transactions.** Buy and sell all types of securities (which term includes, without limitation, stocks, bonds, mutual funds and all other types of investment securities and financial instruments); collect, hold and safekeep all dividends, interest, earnings, proceeds of sale, distribution, shares, certificates and other evidences of ownership paid or distributed with respect to securities; exercise

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all voting rights with respect to securities in person or by proxy, enter into voting trusts and consent to limitations on the right to vote; and in general, exercise all powers with respect to securities.

(e) Insurance and Annuity Transactions. Procure, acquire, continue, renew, terminate or otherwise deal with any type of insurance or annuity contract (which terms include, without limitation, life, accident, health, disability, automobile casualty, property or liability insurance); pay premiums or assessments on or surrender and collect all distributions, proceeds or benefits payable under any insurance or annuity contract; and, in general, exercise all powers with respect to insurance and annuity contracts.

(f) Retirement Plan Transactions. 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 me 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 my retirement plans and retirement plan account balances.

(g) Social Security, Unemployment and Military Service Benefits. 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, receive, 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 my Social Security, unemployment, military service and governmental benefits.

(h) Safe Deposit Box. Have access to any safety deposit box registered in my name alone or jointly with other, and to remove any property or papers located therein.

(g) Borrowing. Borrow money; mortgage or pledge any real estate or tangible or intangible personal property as security for such purposes; sign, renew, extend, pay and satisfy any notes or other forms of obligation; and, in general, exercise all powers with respect to secured and unsecured borrowing.

(h) Claims and Litigation. Institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim in favor of or against me or any of my property interests; collect and receipt for any claim or settlement proceeds and waive or release all my rights; employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation; and, in general, exercise all powers with respect to claims and litigation.

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(i) Beneficiary Designations. Make, amend, alter or revoke any of my life insurance, annuity or similar contract beneficiary designations, employee benefit plan beneficiary designations, trust agreements, registration of my securities in beneficiary form, payable on death or transfer on death beneficiary designations, designation of persons as joint tenants with right of survivorship with me with respect to any of my property, community property agreements, or any other provisions for nonprobate transfer at death contained in nontestamentary instruments described in RCW 11.01.091 so long as in the sole discretion of the Agent such action would be in the best interests of me and those interested in my estate.

(j) Transfer to Trust. Make transfers of my property, both real and personal, to any trust created by me or a third party as long as the trust benefits me 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.

(k) Disclaimer. Disclaim any interest, as defined in RCW 11.86.010, in any property to which I would otherwise succeed, by Will, community property agreement or otherwise and to decline to act or resign if appointed or serving as an officer, director, executor, trustee, or other fiduciary.

(l) Medicaid Eligibility. Execute such documents and take such actions as may be required in order to establish my eligibility for Medicaid or other similar programs whenever I am medically eligible for any such program. The power granted herein shall include, but not be limited to, executing documents transferring property of mine to my spouse or to heirs or beneficiaries of mine without receiving fair market consideration in return as may be permitted by the agency from which eligibility is being sought and in accordance with RCW 11.94.050 and Chapter 74.09.532 RCW. The power granted herein shall also include the authority to execute a waiver on behalf of me waiving my right to a homestead, award in lieu of homestead, award in addition to homestead, and family allowance, as allowed under RCW 11.52.010 et seq. It is my intent that gifts made under this specific subparagraph be made at the discretion of the Agent after first considering any established pattern of giving by me to any child or heir of mine and my Last Will and Testament.

(m) Tax Matters. Prepare, sign, and file any returns of tax, refund claims, requests for extension of time to file or pay, petition to any court with respect to any tax, offers, waivers, consents, powers of attorney, and other documents relating to any type of federal, state, local, or foreign tax, and to execute any elections I may have under any such tax laws. To give additional effect to this specific power, I waive any privileges I may have against disclosure of any confidential tax information to my Agent.

(n) Tax Planning. The Agent shall have the power, though not the duty, to assess the status of my estate plan from time to time and to engage in such tax planning as may

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be appropriate under the circumstances. In exercising this power the Agent shall give primary consideration to my continued health and well-being and shall consider the dispositive aspects of my estate plan, as reflected in my last will and testament and/or non-probate documentation together with my gifting patterns and stated intentions. No undertakings made pursuant to this grant of authority shall significantly alter the interests of any of the objects of my bounty as above reflected except as may be agreed upon by all required parties under RCW11.96A.220.

(o) Business Operations. Maintain and/or operate any business that I may own and, in general, exercise all powers with respect to my business interests and operations.

(p) Employ Professionals. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate agents.

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

5. Duration. This Power of Attorney becomes effective as provided in Paragraph 2, above, and shall remain in effect to the extent permitted by the laws of the State of Washington as long as I am incarcerated.

6. Revocation. This Power of Attorney may be revoked, suspended or terminated in writing by me with written notice to the designated Agent, and if the same has been recorded, then by recording the written instrument of revocation with the Auditor of the county where the Power of Attorney is recorded.

7. Termination. This Power of Attorney shall terminate once I am no longer incarcerated.

8. Accounting. The Agent shall be required to account to any subsequently appointed personal representative.

9. Reliance. The designated and acting Agent and all persons dealing with the Agent shall be entitled to rely upon this Power of Attorney so long as neither the Agent nor any person with whom s/he was dealing at the time of any act taken pursuant to this Power of Attorney had received actual knowledge or actual notice of any revocation, suspension or termination of the Power of Attorney by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on my heirs, devisees, legatees and personal representatives.

10. Indemnity. My estate shall hold harmless and indemnify the Agent from all liability for acts done in good faith and not in fraud of the Principal.

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

12. **Photocopies.** Any photocopy or reproduction of this Power of Attorney shall stand as an original and shall have the same force and effect as an original. Third parties shall be entitled to rely upon a photocopy of the signed original herein, as opposed to a certified copy of the same.

13. **Execution.** This Power of Attorney is signed on November ____, 2013, to become effective as provided in Paragraph 2.

David L. Simmons
David L. Simmons, Principal

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

On this day personally appeared before me David L. Simmons to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal on November 21, 2013.

Char Hartley

NOTARY PUBLIC acting in and for the State of Washington,
residing in Skamania County Washington
My commission expires: 4-19-16



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