

When recorded return to:
Ronald J. Harmsen
431 Highland Rd
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1499 SE Tech Center Place, Suite 100
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DOCUMENT TITLE(S)

Durable Power of Attorney

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: _____

Additional reference numbers on page _____ of document

GRANTOR(S)

Harmsen, Ronald J.

☐ Additional names on page _____ of document

GRANTEE(S)

Harmsen, Todd J.

☐ Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION

Tax/Map ID(s): Lot 39, Skamania Highlands Book A Page 140

Complete legal description is on page _____ of document

TAX PARCEL NUMBER(S)

02051920010000

Additional Tax Accounts are on page _____ of document

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Ronald J. Harmsen to Todd J. Harmsen (revised 5.28.2010)

DURABLE POWER OF ATTORNEY

This **Durable Power of Attorney** is made this 9th day of June, 2010, between Ronald J. Harmsen, residing at 3071 Skye Road, Washougal, Washington 98671 and his attorney-in-fact and alternate attorney-in-fact as appointed herein.

1. **Designation. Financial and Health Care Decision Powers.** The undersigned, Ronald J. Harmsen (herein referred to as the "Principal") designates his son Todd J. Harmsen as attorney-in-fact for the Principal. If he is ever unwilling or unable to serve as attorney-in-fact, the Principal hereby designates and appoints his son Vincent R. Harmsen as alternate attorney-in-fact. Reference herein to the Principal's "attorney-in-fact" shall apply to the above named persons in the order stated in this paragraph.

For purposes of financial and health care decisions, Principal designates the above-named individuals as attorney-in-fact and alternate with the powers set forth below.

2. **Effectiveness; Duration.** This power of attorney shall become effective immediately, shall not be affected by the disability or incompetence of the Principal, and shall continue until revoked or terminated under section 5, notwithstanding any uncertainty as to whether the Principal is dead or alive.

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, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.

3.3 Financial Accounts. With regard to any financial account, including without limitation any IRA or IRA rollover account, the attorney-in-fact may open, maintain, transfer, or close brokerage accounts; may delegate decision-making authority regarding choice of investments to financial advisors or investment advisors; may represent the Principal in all tax matters; may trade on margin; may trade options; may designate or change beneficiaries of any account on behalf of the Principal; may have the authority to select or change payment options from any retirement account; may apply for or direct distributions from any retirement account on behalf of the Principal.

3.4 United States Treasury Bonds. The attorney-in-fact shall have the 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 the authority to participate in any legal action in the name of the Principal or otherwise. This shall include actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceedings for equitable or injunctive relief; and 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 the 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 any trust which

- (a) is for the sole benefit of the Principal as to the Principal's separate property or
- (b) is for the sole benefit of the Principal and the Principal's spouse as to their community property,

and which terminates at the Principal's death as to the Principal's property with the principal's property distributable to the personal representative of the Principal's estate.

3.11 Disclaimer. The attorney-in-fact shall have the authority to disclaim any interest in any property to which the Principal would otherwise succeed by right of testate or intestate distribution from any other person's estate.

3.12 Tax Matters. The attorney-in-fact is authorized to prepare, sign and file on my behalf any tax return (including, without limitation, one for income, gift, estate, employment, sales, use, or excise taxes) to be filed with a federal, state or local government or agency; to pay any tax, penalty or interest and to collect any refund; to contest any tax deficiency determined by the Internal Revenue Service, Washington State tax authorities or other tax authority; to receive confidential information; to participate in any audit or examination of any of my tax returns and to enter into a compromise of any disputed tax matter; to sign waivers (including offers of waiver) of restrictions on assessments or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund; to sign consents extending the statutory period for assessment or collection of taxes; to sign closing agreements under Internal Revenue Code ("Code") Section 7121 (or any successor statute); and to sign and deliver on my behalf Internal Revenue Service Form 2848 or any successor or comparable form of power of attorney required or requested by any tax authority.

4. Limitation on Powers. Notwithstanding the foregoing, 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. This limitation shall not affect the authority of the attorney-in-fact to disclaim an interest.

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; Protection of Third Parties Relying on My Attorney-in-fact or Alternate Attorney-in-fact. No person who relies in good faith upon any representations by my attorney-in-fact or alternate attorney-in-fact shall be liable to me, my estate, my heirs or assigns, for recognizing the attorney-in-fact or alternate attorney-in-fact's authority. All persons dealing with the Principal's acting attorney-in-fact or alternate attorney-in-fact hereunder shall rely on the apparent authority of the attorney-in-fact or alternate attorney-in-fact, unless they have actual knowledge of invalidity in the execution or revocation of this document.

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. Health Care Decisions. The Principal nominates the persons named above in Section 1, in the same order of succession of primary attorney-in-fact and alternate attorneys in fact for her choice of attorneys-in-fact for health decisions.

The attorney-in-fact or alternate attorney-in-fact shall have all powers to make medical and health care decisions on behalf of the Principal, including the power to consent to invasive medical procedures of any description. It is the intent of the Principal that this Durable Power of Attorney be interpreted to grant the broadest possible scope of power to make health care decisions and refuse treatment permitted under the laws of any jurisdiction where the principal travels or resides. PROVIDED, however, that the health care decision authority granted hereunder shall not be deemed to supersede any living will or directive to physicians, family and clergy executed by the Principal. This Durable Power of Attorney hereby grants authority and permission for the attorney-in-fact or the alternate attorney-in-fact to obtain disclosure of any and all health and medical information of any description from any source on behalf of the Principal for any reason deemed necessary by the attorney-in-fact or alternate attorney-in-fact. This authorization is intended to permit and allow such disclosure of health information or medical records to the attorney-in-fact by any source that is otherwise required to comply with the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I intend my attorney in fact to have access to all my medical and health records, and to consent to the disclosure of such records with the same power and

authority that I would have to authorize such disclosure; to obtain any information whatsoever regarding my personal affairs or physical or mental health from any person, including any physician, hospital, nurse, medical attendant, technician or health care or nursing facility or personnel, and I waive any privilege to such information in favor of my attorney-in-fact or alternate attorney-in-fact.

Without limitation, Principal (also referred to in this document in the first person as "my", "I" or "me") authorize the attorney-in-fact or alternate attorney-in-fact to exercise the following authority:

9.1 Health Care Decisions; Consent. Consent to giving, withholding or stopping any treatment, service, or procedure to diagnose, maintain, or treat my physical or mental condition; consent to my medical and surgical care and nontreatment, including experimental form of treatment or procedures; consent to the withholding or withdrawal of life-sustaining treatment; and to make any and all health care decisions on my behalf and to sign forms necessary to carry out health care decisions.

9.2 Employ and Discharge Others. To employ and discharge physicians, psychiatrists, dentists, nurses, therapists, and other professionals as my attorney-in-fact or alternate attorney-in-fact may deem necessary for my physical, mental and emotional well-being or to advise or assist my attorney-in-fact or alternate attorney-in-fact in the performance of the duties of the attorney-in-fact or alternate attorney-in-fact.

9.3 Fees and Costs. To pay reasonable and necessary fees and costs incurred in carrying out the powers and duties under this document, including reasonable reimbursement for the costs advanced by the attorney-in-fact or alternate attorney-in-fact, from my assets. While the attorney-in-fact is acting under the authority of this document, I direct my attorney-in-fact or alternate attorney-in-fact to contact my health providers to provide for notification for billing purposes for all health care expenses.

9.4 Agreement Regarding My Care. To enter into any agreement for my care.

9.5 Arrange for My Care. Arrange for my hospitalization, convalescent care, or home care. I ask my attorney-in-fact or alternate attorney-in-fact to be guided in making such decisions by what I have told my attorney-in-fact or alternate attorney-in-fact about my personal preferences regarding such care, and by any Health Care Directive that I have executed.

9.6 Right to Refuse Treatment. Summon paramedics or other emergency medical personnel and seek emergency treatment for me, or choose not to do so, as my attorney-in-fact or alternate attorney-in-fact deems appropriate given my wishes, any Health Care Directive that I may have executed and my medical status at the time of the decision; to sign documents titled or purported to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice," as well as any necessary waivers of or releases from liability required by the hospitals or physicians to implement my wishes

regarding medical treatment or nontreatment; request and concur with the writing of a "no-code" (DO NOT RESUSCITATE) order by the attending or treating physician.

9.7 Consent or Refuse Consent to My Psychiatric Care. Upon the execution of a certificate by two (2) independent psychiatrists who have examined me, who are licensed to practice in the state of my residence and in whose opinions I am in immediate need of hospitalization because of mental disorders, alcoholism, or drug abuse, to arrange for my voluntary admission to an appropriate hospital or institution for treatment of the diagnosed problem or disorder; to arrange for private psychiatric and psychological treatment for me; to refuse consent for any such hospitalization, institutionalization and private psychiatric and psychological care; and to revoke, modify, withdraw or change consent to such hospitalization, institutionalization and private treatment which my attorney-in-fact or alternate attorney-in-fact or I may have given at an earlier time.

9.9 Withdrawal of Consent to Treatment. To revoke or change any consent previously given or implied by law to any medical care or treatment.

9.10 Execute Documents. To sign, execute, deliver and acknowledge such documents in writing of whatever kind and nature as may be necessary or proper in accordance with the powers granted herein, including (but not limited to) granting any waiver or release liability required by any hospital, physician, or other health care provider.

9.11 Legal Action. To pursue any legal action in my name, and at the expense of my estate for force compliance with my wishes as determined by my attorney-in-fact or alternate attorney-in-fact, or to seek damages for the failure to comply.

9.12 Provide Me Relief From Pain. To consent to and arrange for the administration of pain-relieving drugs of any type or other surgical or medical procedures calculated to relieve my pain, even though their use might lead to permanent physical damage, addiction, or even hasten the moment of my death. To consent to and arrange for unconventional pain relief therapies such as biofeedback, guided imagery, relaxation therapy, acupuncture or cutaneous stimulation and other therapies, which my attorney-in-fact or alternate attorney-in-fact or I believe may be helpful to me.

9.13 Anatomical Gifts. To make anatomical gifts of part or all of my body for medical purposes, authorize an autopsy, and direct the disposition of my remains, to the extent permitted by law.

9.14 Remain in Home. Authorize my attorney-in-fact or alternate attorney-in-fact to express, on my behalf, my desire to reside in my home whenever possible and if I should be placed in a nursing home, desire and intent to return to my home from such nursing home, if possible.

9.15 Constitutional Rights. I intend that the decisions of any health care attorney-in-fact or alternate attorney-in-fact that I have duly appointed be constitutionally protected as if I had made such decision(s) while competent, and hereby grant such powers and constitutionally or otherwise protected rights as I would have if competent.

9.16 Health Care Directive. The attorney-in-fact or alternate attorney-in-fact shall take into account and honor my wishes as reflected in any Health Care Directive, Directive to Physicians, or similar "Living Will" executed by the Principal, and shall have the power to interpret my intent as to the meaning of said Directive or "Living Will."

10. Nomination of Guardian. It is my intent to avoid the necessity of Guardianship proceedings and the power given to my attorney-in-fact or alternate attorney-in-fact herein should be broadly construed to accomplish such purpose. If the appointment of a Conservator, Guardian or Limited Guardian of my person is sought, I nominate my attorney-in-fact or alternate attorney-in-fact named above to serve as Conservator, Guardian or Limited Guardian of my person.

11. Applicable Law. The laws of the State of Washington, the jurisdiction in which the principal resides, shall govern this Durable Power of Attorney.

This Durable Power of Attorney is signed as of the date first above written.

Ronald J. Harmsen, Principal:

Ronald J. Harmsen

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day, June 7, 2010, personally appeared before me Ronald J. Harmsen, to me known to be the individual described in and who executed the within and foregoing instrument, entitled "Durable Power of Attorney", 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

[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing in Vancouver WA
My appointment expires on 10/15/2010

NOTARY PUBLIC
STATE OF WASHINGTON
ROBERT W. IVES
LIC. NO. 85403
COMMISSION EXPIRES 10/15/2010

This Durable Power of Attorney was prepared at the request of the Principal by Robert W. Ives, attorney-at-law, 8906 NE 1st Ave., Vancouver, Washington 98665, Phone 360 576 0778.