

**WHEN RECORDED RETURN TO:**

Rosalie Ann Hogarty  
PO Box 2109  
White Salmon, WA 98672

**DOCUMENT TITLE(S):**  
DURABLE POWER OF ATTORNEY

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

**GRANTOR:**  
Rosalie Ann Hogarty, a widow

**GRANTEE:**  
John Woodruff

**FULL LEGAL DESCRIPTION:**  
Lot 9, Block 1, UNDERWOOD CREST ADDITION, as recorded in Book A of Plats, Page 154,  
records of Skamania County, State of Washington.

**TAX PARCEL NUMBER(S):**  
03-10-20-1-4-0117-00



**WHEN RECORDED RETURN TO:**

John Woodruff  
 PO Box 2109  
 White Salmon WA 98672  
 509-493-2066

**DOCUMENT TITLE(S)**

Durable Power of Attorney

**REFERENCE NUMBER(S)** of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):**

Rosalie Ann Hogarty

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):**

John Woodruff

☐ 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.

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.

LPB 01-05

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POA

11/17/2015 03:39 PM Page: 1 of 5 Fees: 77.00  
 Brenda Sorensen County Auditor, Klickitat County WA



## DURABLE POWER OF ATTORNEY

1. **Designation.** The undersigned "Principal," ROSALIE ANN HOGARTY, domiciled and residing in the State of Washington, designates her friend, JOHN WOODRUFF, presently residing at PO Box 2109, White Salmon, WA 98672, as attorney-in-fact for the principal.

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 paragraph 5 notwithstanding any uncertainty as to whether the Principal is dead or alive.

**HIPAA Release Authority.** My attorney-in-fact shall have authority to request of my physician any and all medical information concerning any disability or potential disability I may have that would cause the attorney-in-fact to invoke the powers set forth in this instrument. My attorney-in-fact is to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160 through 164. I authorize the physician who is requested to certify my disability as provided in the preceding paragraph, to give, disclose and release to my attorney-in-fact, without restriction, all of my individually identifiable health information and medical records pertaining to the issue of whether or not I have a "disability" as defined in this instrument. The authority given my attorney-in-fact has no expiration date, and shall expire only in the event that I revoke this power of attorney in writing, and deliver it to my physician.

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 powers and authority specified below:

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a. 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.

b. 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.

c. Financial Accounts. The attorney-in-fact shall have the 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, and to obtain from the Principal's financial institution, personal identification numbers, passwords, and other information necessary in order to perform internet (on-line) or telephonic transactions.

d. 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.

e. 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.

f. 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.

g. 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 (1) actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceeding for equitable or injunctive relief, and (2) legal proceedings in connection with the authority granted in this instrument.

h. 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.

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

j. Transfers to Trust. The attorney-in-fact shall have the authority to transfer assets of all kinds to the trustee of any trust established by the Principal alone or by the Principal and the Principal's spouse, if any.

k. IRS and Department of Revenue. The Principal hereby appoints the attorney-in-fact to represent the Principal before any office of the Internal Revenue Service and/or Department of Revenue for tax matters pertaining to the Principal's income tax returns for five (5) years prior to the date this Power of Attorney becomes effective to the year 2040. The attorney-in-fact is authorized to receive confidential information and to perform any and all acts that the Principal can perform with respect to the aforescribed tax matters, including the power to receive refund checks and the power to sign a return.

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

m. Medicaid or other Governmental Assistance. The attorney-in-fact shall have the power to transfer property of the Principal to his or her spouse or to children of the principal, for the purpose of qualifying or enhancing the benefits for Medicaid, public assistance or other governmental benefits. The attorney-in-fact shall have the power to revoke any and all Community Property Agreements between the Principal and his or her spouse.

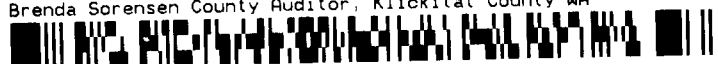
4. **Limitations on Powers.** Except as provided in paragraph 3, above, nothing contained herein shall authorize the attorney-in-fact to make, alter, revoke or change any testamentary disposition of the Principal's property or to make any gifts of such property during the Principal's lifetime.

5. **Termination.** This power of attorney may be terminated by:

a. Written notice to attorney-in-fact by the Principal prior to receipt by attorney-in-fact of written evidence of determination of disability or incompetence, or after such receipt if attorney-in-fact has received evidence satisfactory to it that the Principal is no longer disabled or incompetent.

b. A Guardian or Conservator of the estate of the Principal after court approval of such revocation; or

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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 Guardian or Conservator 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.** The 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 nor any person with whom the attorney-in-fact was dealing at the time of any act taken pursuant to this power of attorney, had received actual knowledge or written notice of the termination of the power of attorney by death or otherwise. 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. **Guardian.** The Principal hereby nominates the attorney-in-fact as guardian or limited guardian of the Principal's estate and/or person.

10. **Applicable Law.** The laws of the State of Washington shall govern this power of attorney.

Dated: 3-23-2015

OREGON )  
STATE OF WASHINGTON )

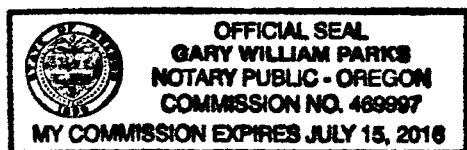
) ss

COUNTY OF Clackamas )

Rosalie Ann Hogarty  
ROSALIE ANN HOGARTY

On this day personally appeared before me ROSALIE ANN HOGARTY to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes there mentioned.

GIVEN under my hand and official seal this 23 day of March, 2015



Gary Parks  
Notary Public for Washington OREGON )  
My commission expires: July 15, 2016

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1115878 POA  
11/17/2015 03:39 PM Page: 5 of 5 Fees: 77.00  
Brenda Sorensen County Auditor, Klickitat County WA

