

**WHEN RECORDED RETURN TO:**

Columbia Gorge Title  
PO Box 277  
Stevenson WA 98648

**DOCUMENT TITLE(S):**  
Power of Attorney for Real Estate

**GRANTOR:**  
Alan Micah Garrett

SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX  
N/A  
NOV 20 2017

**GRANTEE :**  
Stacey Jeannette Garrett

PAID N/A  
*Judith M. Deputy*  
SKAMANIA COUNTY TREASURER

**LEGAL DESCRIPTION:**

A tract of land in the Southwest Quarter of Section 26, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Lot 1 of the MYERS SHORT PLAT recorded in Auditor File No. 2006164190, Skamania County Records.

**TAX PARCEL NUMBER(S):**  
03-08-26-0-0-1203-00

Skamania County Assessor  
Date 11-20-17 Parcel# 03-08-26-00-1203-00  
Jm

Recording requested by  
and when recorded mail to:

Alan Micah Garrett  
5827 Cheyne Ave Klamath Falls, OR 97603

## Power of Attorney for Real Estate

### 1. Grant of Authority

I, Alan Micah Garrett, of Klamath Falls, Klamath County, Oregon, appoint Stacey Jeannette Garrett, of Klamath Falls, Klamath County, Oregon, to act in my place with respect to the real property described as follows: 62 Paradise Lane, Stevenson Washington 98648.

My attorney-in-fact may act for me in any manner to deal with all or any part of any interest in the real property described in this document, under such terms, conditions, and covenants as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to:

- Accept as a gift or as security for a loan, reject, demand, buy, lease, receive, or otherwise acquire ownership or possession of any estate or interest in real property.
- Maintain, repair, improve, insure, rent, lease, and pay or contest taxes or assessments on any estate or interest in the real property described in this document.
- Prosecute, defend, intervene in, submit to arbitration, settle, and propose or accept a compromise with respect to any claim in favor of or against me based on or involving the real property described in this document.

I further grant to my attorney-in-fact full authority to act in any manner both proper and necessary to the exercise of the foregoing powers, including Signing authority for any title and/or loan process required prior to and including closing on said property., and I ratify every act that my attorney-in-fact may lawfully perform in exercising those powers.

### 2. Effective Date and Term

This power of attorney takes effect on October 2, 2017, and shall continue until terminated in writing, or until December 31, 2017, whichever comes first. In the event of my incapacity or death, this power of attorney shall terminate immediately.

I agree that any third party who receives a copy of this document may act under it.

Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

### 3. Principal's Signature

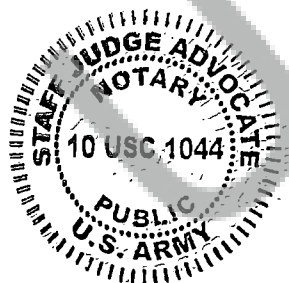
Signed this 04 day of October, 2017.

State of Afghanistan, County of Camp Marmal.

Alan Micah Garrett

Alan Micah Garrett, Principal

Kyle Sims  
Richard K Sims  
Paralegal Specialist  
U.S. Army, 10 USC 1044a



## ***DURABLE POWER OF ATTORNEY***

I, Alan Garrett, residing at 5827 Cheyne Ave, Klamath Falls, Oregon 97603 ("Principal"), as authorized by Chapter 11.94, Revised Code of Washington, as amended, hereby appoint Stacey J Garrett of 5827 Cheyne Ave, Klamath Falls, Oregon 97603, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below ("Power of Attorney" or "Durable Power of Attorney").

This Power of Attorney shall not be affected by my subsequent incapacity.

I hereby revoke any and all general powers of attorney and special powers of attorney that previously have been signed by me.

My Agent, as fiduciary, shall have full power and authority equivalent to the power of absolute ownership pursuant to RCW 11.94.060 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. This power shall extend to all assets and liabilities, whether or not they are located within the State of Washington. My Agent's powers shall include, but not be limited to, the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions as defined in RCW 30.22.040.

- a. 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, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.

- b. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.

- c. Have access to any safe deposit box that I might own, including its contents.

2. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets or property may include income producing or non-income producing assets and property.

3. Purchase and/or maintain insurance and annuity contracts, including life insurance upon my life or the life of any other appropriate person.

4. Take any and all legal steps necessary to collect any amount or debt owed to me, or to

settle any claim, whether made against me or asserted on my behalf against any other person or entity.

5. Enter into binding contracts on my behalf.

6. Exercise all stock rights on my behalf as my proxy, including all rights with respect to stocks, bonds, debentures, commodities, options or other investments.

7. Maintain and/or operate any business that I may own.

8. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate Agents.

9. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead that I now own or may own in the future.

If the Agent is my spouse, then I also hereby appoint \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_ as my substitute Agent solely for the purpose of releasing any dower, homestead or other inchoate interest or other property rights (of whatever nature), which under local law may not be released by my spouse.

10. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:

a. Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.

b. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including medical, military and social security benefits), and to appoint anyone, including my Agent, to act as my "Representative Payee" for the purpose of receiving Social Security benefits.

11. Have access to my healthcare and medical records and statements regarding billing, insurance and payments.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document 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, or (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.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

For the avoidance of doubt, nothing contained herein shall require that this Power of Attorney be filed or recorded in order to be effective. A photocopy of this Power of Attorney shall be deemed to be as effective as the original.

The appointment of a guardian of the estate or person of the Principal vests in such guardian the power to revoke, suspend, or terminate this Power of Attorney.

My Agent shall be required to account to any subsequently appointed personal representative of the Principal, any trustee of any trust over a substantial portion of the Principals property, or any guardian of the estate of the Principal.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent. My Agent shall not be entitled to reimbursement of expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

The laws of the State of Washington shall govern this Power of Attorney. This Power of Attorney shall be effective in any state subject to the laws of the State of Washington.

This Power of Attorney is granted in, and shall be governed by the laws of the state of Washington; however, I intend that this Power of Attorney be universally recognized and that it be universally admissible to recordation. In the event that I become a resident of another jurisdiction, or obtain property, including real property or any other property interest, in another jurisdiction, it remains my intention that the laws of Washington shall continue to govern this Power of Attorney.

Unofficial  
Copy

This Power of Attorney shall become effective on September 07, 2017, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until December 31, 2017. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated 03 October 2017, 2017, at Klamath Falls, Oregon.

Alan Garrett  
Alan Garrett

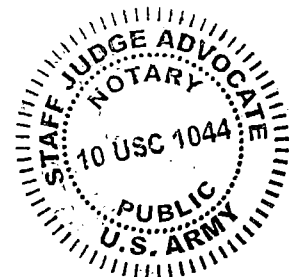
STATE OF OREGON,  
COUNTY OF OREGON (OR), ss:

On this 3 day of October, 2017, before me personally appeared Alan Garrett, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed same as his/her free act and deed.

Kyle Sims  
Notary Public  
Richard K. Sims  
Paralegal Specialist  
U.S. Army, 10 USC, 1044a

Notary Address:

Camp Marmal, Afghanistan  
318-424-1022





### **Notice to Person Executing Power of Attorney:**

A Power of Attorney is an important legal document. By signing the Power of Attorney, you are authorizing another person to act for you, the principal. Before you sign this Power of Attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing.

This document gives your Agent the powers to manage, dispose of, sell and convey your real and personal property, and to use your property as security if your Agent borrows money on your behalf, unless you provide otherwise in this Power of Attorney.

Your Agent will have the right to receive reasonable payment for services provided under this Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the Power of Attorney will last for a shorter period of time or unless you otherwise terminate the Power of Attorney. The powers you give your Agent in this Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property, unless you provide otherwise in this Power of Attorney.

You can change or correct the terms of this Power of Attorney only by executing a new Power of Attorney, or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this Power of Attorney at any time, so long as you are competent.

This Power of Attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If the Power of Attorney is signed by two witnesses, the witnesses must be mentally competent and they must witness the principal's signing of the Power of Attorney or (2) the principal's signing or acknowledgment of his or her signature. A Power of Attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this Power of Attorney carefully. When effective, this Power of Attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The Power of Attorney is important to you. If you do not understand the Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

Unless your attorney-in-fact is your spouse, state registered domestic partner, or adult child or brother or sister, he or she may NOT be any of the following persons:

Any of your physicians, the physicians' employees, or the owners, administrators, or employees of the health care facility or long-term care facility as defined in RCW

43.190.020 where the principal resides or receives care. Except when the principal has consented in a mental health advance directive executed under chapter 71.32 RCW to inpatient admission or electroconvulsive therapy, this authorization is subject to the same limitations as those that apply to a guardian under RCW 11.92.043(5) (a) through (c).

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**Notice to Person Accepting the Appointment as Attorney-in-Fact:**

By acting or agreeing to act as the Agent (attorney-in-fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:

1. The legal duty to: act solely in the interest of the principal; act loyally, with care, competence, and diligence; and avoid conflicts of interest.
2. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.
3. To cooperate with the principal's Agent for health care decisions, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interest of the principal if the principal's wishes are not known.
4. The legal duty to preserve the principal's estate plan, if one exists, and the principal's desires for such plan to be preserved.
5. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.
6. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:
  - a. Principal's death;
  - b. Revocation of the Power of Attorney of principal;
  - c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
  - d. No additional action is required under the Power of Attorney.
7. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.
8. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney.
9. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

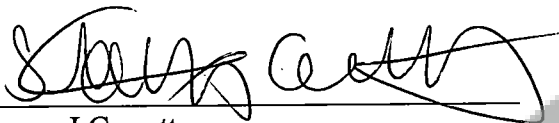
You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the

principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 60 years of age or older at the time that the property is transferred to you without authority, you may also be liable for abuse of vulnerable adults under Revised Code of Washington Chapter 74.34 *et seq.* In addition to civil penalties, you may be criminally prosecuted to the extent authorized in Revised Code of Washington Section 26.50.110.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date: 11/16/17

Signed:

A handwritten signature in black ink, appearing to read "Stacey J. Garrett", written over a horizontal line.

Stacey J Garrett