

WHEN RECORDED RETURN TO:

Ronald L. Pook
1031 Kollock-Knapp Rd.
Underwood WA 98651

DOCUMENT TITLE(S):
Reciprocal Durable Powers of Attorney

GRANTOR:
JOSEPHINE V POOK

GRANTEE:
Ronald L. Pook

LEGAL DESCRIPTION:
A tract of land in the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as Follows:

Beginning at the Southwest Corner of the East half of the West half of the Northeast Quarter of the Southwest Quarter of said Section 20; thence North along said West line 50 feet; thence East 199.30 feet; thence South to the Northerly line of Kollock-Knapp Road; thence Northwesterly along said road to the South line of the Northeast Quarter of the Southwest Quarter of said Section 20; thence East along said South line 64.7 feet, more or less, to the point of beginning.

TAX PARCEL NUMBER(S):
03102000080400

Skamania County Assessor

Date 11/29/18 Parcel# 03102000080400

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RECIPROCAL DURABLE POWERS OF ATTORNEY OF

RONALD L. POOK and JOSEPHINE V. POOK

1. **Designations.** RONALD L. POOK, and JOSEPHINE V. POOK, husband and wife, residing and domiciled in the State of Washington, as principals, each hereby individually designates the other to be attorney-in-fact for each other. In the event that either spouse is unable or unwilling for any reason to be the attorney-in-fact, VICKI JO RIZZARDINI is appointed as attorney-in-fact.

2. **Purpose.** The primary purpose in granting these Reciprocal Powers of Attorney is to provide for either principal's needs if either, or both, should hereinafter become disabled or incompetent. Accordingly, the attorney-in-fact shall have all powers as are necessary or desirable to provide for the support, maintenance, health, emergencies and urgent necessities of the principal, should he or she hereinafter become disabled or incompetent.

3. **Effectiveness.** This Power of Attorney shall become effective on its signing by the principals. It shall not be affected by any subsequently occurring incapacity or disability of the principals. As such it shall be deemed for all intents and purposes to be a durable power of attorney.

4. **Nomination of Guardian, if Required.** Each of the undersigned hereby nominates the attorney-in-fact, to be the guardian or limited guardian of the principal should guardianship proceedings become necessary or desirable.

5. **Powers.** The attorney-in-fact, as fiduciary, shall have all powers of an absolute owner over the assets and liabilities of the principal, whether located within or without the State of Washington, including, but not limited to, the power to make deposits to, and payments from, any account in a financial institution, as defined in RCW 30.22.040, in the name of the principal; to enter and remove items from any safe deposit box in the name of the principal; to convey or encumber, in any manner, any real property owned by the principal; to exchange, sell or transfer the stocks, bonds and other securities owned by the principal; and to have all

powers granted to trustees by the Washington Trust Act and any amendments thereto (which powers are incorporated herein by this reference).

The attorney-in-fact shall not have the power to make, change, or revoke any wills, codicils, life insurance beneficiary designations or trust agreements. However, one of the named spouses acting as the attorney-in-fact for the other shall specifically have the power and authority unilaterally to alter, amend, or revoke any community property agreement which may be in effect between the spouses. The attorney-in-fact may make gifts of any property owned by the principal as the attorney-in-fact deems appropriate and suitable and in the best interest of principal and/or principal's estate.

The attorney-in-fact is authorized, in the discretion of the attorney-in-fact, to disclaim property pursuant to Chapter 11.86 of the Revised Code of Washington all or any of the assets, property or interest to which the principal might otherwise be entitled as a beneficiary, as that term is defined in RCW 11.86. In so disclaiming, the attorney-in-fact may rely with acquittance on the advice of the principal's attorney regarding the principal's estate-planning objectives.

The attorney-in-fact is expressly authorized to make any transfer of resources not prohibited by RCW 74.09, including any subsequent amendments thereto, when the transfer is for the purpose of qualifying the principal for medical assistance or any program for the medically needy.

6. Access to Medical and Personal Records. The principals authorize all financial brokers and institutions, and all physicians, nurses, and psychiatrists who have treated the principals, and all other providers of health care, including mental health care facilities, and hospitals, to release to the attorney-in-fact appointed herein all information contained in financial and/or medical records that the attorney-in-fact may request. The principals hereby waive all privileges attached to broker-client, banker-client, physician-patient or psychologist-patient relationships, and to any communication, verbal or written, arising out of such relationships. The attorney-in-fact is authorized to request, receive and review any information, verbal or written, pertaining to financial records, and/or pertaining to physical or mental health, including medical and hospital records, and to execute any releases, waivers or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations and health care providers as the attorney-in-fact may designate. It is the express desire of the principals to waive any protection against disclosure of health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) so that the attorney-in-fact may have access to such information.

7. Revocation. Either or both spouses while competent may revoke this power of attorney by giving notice to the other and by recording the written revocation in any county or jurisdiction in which this power of attorney may have been recorded. Divorce, dissolution of marriage, or legal separation shall effect automatic revocation of this power of attorney as to each spouse by the other.

8. **Termination.** This power of attorney shall be terminated as to the deceased spouse upon actual knowledge by the attorney-in-fact of the death of the principal, and, further, in the event that a guardian is appointed for the principal, may be terminated by the guardian of the estate of the principal following court approval of such termination.

9. **Accounting.** The attorney-in-fact shall be required to account to any subsequently appointed guardian of the estate of the principal or personal representative of the estate of the principal.

10. **Reliance.** The attorney-in-fact and any person dealing with the attorney-in-fact each shall be entitled to rely upon this power of attorney so long as such party has not received actual knowledge or actual notice of revocation, suspension or termination of the power of attorney by death or otherwise. Any action so taken in good faith unless otherwise invalid or unenforceable shall be binding on the heirs, legatees, devisees and personal representatives of the principal.

11. **Indemnification.** The estate of the principal and the heirs, successors, and/or assigns of the principal shall hold harmless and indemnify the attorney-in-fact from any and all liability for acts done in good faith.

12. **Compensation.** The attorney-in-fact shall be reimbursed for all costs and expenses reasonably incurred but shall receive no other compensation for services performed as attorney-in-fact.

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

IN WITNESS WHEREOF, the undersigned have executed these Reciprocal Powers of Attorney in duplicate on this 29th day of July, 2010, to become effective as provided in Paragraph 3.


RONALD L. POOK


JOSEPHINE V. POOK

