

**WHEN RECORDED RETURN TO:**

Cindy J Ormiston  
P.O. Box 564  
Chehalis, Wa. 98532

Skamania County, WA  
Total: \$258.50  
POA  
Pgs=6

**2022-000538**

03/17/2022 10:44 AM

Request of: CINDY J ORMISTON



00012478202200005380060065

Please print or type information **Washington State Recorder's Cover Sheet** (RCW 65.04)**DOCUMENT TITLE(S)** (or transaction contained therein) (all areas applicable to your document must be filled in)

Durable Power of Attorney

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

[ ] Additional numbers on page \_\_\_\_ of document.

Skamania County

Real Estate Excise Tax

**GRANTOR(S):**

1. Wilma Spring

N/A

MAR 17 2022

3.

4.

PAID

N/A

Skamania County Treasurer

[ ] Additional names on page \_\_\_\_ of document.

**GRANTEE(S):**

1. Cynthia Jane Long Ormiston

3.

4.

[ ] Additional names on page \_\_\_\_ of document.

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

See attached exhibit A

[x] Complete legal on page 6 of document.**Assessor's Property Tax Parcel #**

03 75 36 20 17 0000 0000

[ ] 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.

"I am signing below and paying an additional \$50.00 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."

Cynthia Jane Long Ormiston Signature of Requesting Party

Note to Submitter: Do NOT sign above for pay additional \$50 fee if the document meets margin/formatting requirements.

## DURABLE POWER OF ATTORNEY

The undersigned individual, **WILMA WILLIAMS SPRING**, domiciled and residing in Lewis County, Washington, pursuant to the Revised Code of Washington Chapter 11.94, designates the following named person as attorney-in-fact to act for the undersigned, hereby revoking any prior durable power of attorney signed by me.

1. **Designation.** The undersigned (the "Principal") designates **Cynthia Jane Long Ormiston**, as attorney-in-fact for the Principal. In the event the said **Cynthia Jane Long Ormiston** is unable to act, dies, or resigns, then in such event the undersigned designates **Sarah Diane Long McCully**, as the alternate attorney-in-fact for the Principal.

2. **Power.** 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, together with authority to provide informed consent for health care decisions on the Principal's behalf. These powers shall include, without limitation, the power and authority specified below.

2.1 **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.

2.2 **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.

2.3 **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.

2.4 **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.

2.5 **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.

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2.6 **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 other funds or other assets of the attorney-in-fact and obtain reimbursement out of the Principal's funds or other assets.

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

2.8 **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.

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

2.10 **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.

2.11 **Disclaimer.** The attorney-in-fact shall have the authority to disclaim any interest, as defined in RCW 11.86.100 in any property to which the Principal would otherwise succeed.

2.12 **HIPAA Release Authority.** My attorney-in-fact shall 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 USC 1320d and 45 CFR 160-164. The authority given in this

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paragraph shall be effective in accordance with Paragraph 4. The authority given herein shall supersede any prior agreement made with my health care providers to restrict access to or disclosure of my individually identifiable health information.

2.13 **Bankruptcy.** To file for federal bankruptcy on my behalf and attend the meeting of my creditors or any adjournment thereof, and to vote on my behalf on any question that may be lawfully submitted to creditors at such meeting or adjourned meeting and for a trustee or trustees of my estate.

3. **Limitations 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, except for those transfers permitted under RCW 11.94.050 and Chapter 74.09 RCW in order to qualify the Principal for medical assistance or limited casualty program for the medically needy. This limitation shall not affect the authority of the attorney-in-fact to disclaim an interest.

4. **Effectiveness; Duration.** This power of attorney shall not become effective until written evidence of incompetency or of the determination of disability is made by the Principal's regular attending physician. Once **Cynthia Jane Long Ormiston** agrees to act as attorney-in-fact, this power of attorney shall continue until revoked or terminated under section 5, notwithstanding any uncertainty as to whether the Principal is dead or alive. Disability shall include the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, or disappearance.

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.

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7. **Reliance.** Any person acting without negligence and in good faith in reasonable reliance on this power of attorney shall not incur any liability thereby. 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. **Nomination of Guardian.** The Principal nominates **Cynthia Jane Long Ormiston** as guardian of the Principal's person and estate if protective proceedings for the Principal's person or estate are ever commenced. In the event the said **Cynthia Jane Long Ormiston** is unable to act, dies, or resigns, then in such event the undersigned designates **Sarah Diane Long McCully** as the alternate guardian of the Principal's person and estate if protective proceedings for the Principal's person or estate are ever commenced.

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

DATED this 4th day of May, 2017.

Wilma W. Spring  
Wilma W. Spring, Principal

STATE OF WASHINGTON )  
  :SS  
COUNTY OF LEWIS )

On this day personally appeared before me **WILMA W. SPRING**, 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 therein mentioned.

GIVEN under my hand and official seal this 4th day of May, 2017.



SSA  
Notary Public in and for the State  
of Washington residing at Chelalis, WA  
My name (printed) is: SAM SATTERFIELD  
My appointment expires: 3-16-2020

Initials: W. S.

Date: 5-4-17

## EXHIBIT "A"

A parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 7 ½ East of the Willamette Meridian, in the County of Skamania, State of Washington and lying within Lot 3 of STRAWBERRY HILL TRACTS as shown on the map thereof, recorded in Book A, Page 43 of Plats and described more particularly as follows:

Beginning at a point on the South line of the said Lot 3 which is 20.00 feet west of the Southeast corner of the said Lot 3; thence South 88° 37' 19" West, 215.58 feet along the South line thereof to a 1" o.d. iron pipe at the Southwest corner of that particular parcel described in Book 51 at Page 448; thence North 02° 48' 28" East, 172.99 feet to a 1" o.d. iron pipe at a fence corner; thence South 89° 34' 07" East, 209.05 feet to a point 20 feet west of the east line of the said Lot 3; thence South 03° 38' 43" West, parallel to the east line of said Lot 3, 166.03 feet to the South line of said Lot 3 and the Point of Beginning