Skamania County, WA Total:\$208.50 POA Pgs=6

2023-000306

03/09/2023 10:30 AM

Request of: DEBBIE R SEITZ

WHEN REC	CORDED RETURN TO:
Debl	rie Seitz
PO B	0x 13
North	BONNEVILLE, WA 98639

0001543420230003060060062

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:			
REFERENCE NUMBER(S) of Documents assigned or released:			
[] Additional numbers on page of document.			
GRANTOR(S):			
1. Debbie R. Scitz 2.			
34.			
[] Additional names on page of document.			
GRANTEE(S):			
1. Christopher J. Peltz 2.			
34			
[] Additional names on page of document.			
LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):			
, and the state of			
[] Complete legal on page of document.			
Assessor's Property Tax Parcel #			
[] 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 herby 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.			

DURABLE POWER OF ATTORNEY

OF

DEBBIE R. SEITZ

THE UNDERSIGNED individual, as authorized by RCW 11.125, designates the following named persons as agent to act for the undersigned as the principal despite my later disability or incompetence.

- 1. <u>Designation</u>. CHRISTOPHER J. PELTZ is designated as agent for the principal, with all powers herein bestowed, but if said designee is unable or unwilling to act or to continue to act, then I designate RILEY PELTZ as such agent, with all powers herein bestowed.
- 2. <u>Effectiveness; Duration</u>. 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. <u>Powers</u>. The agent, or designated alternate, 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, as set forth in RCW 11.125.260 through 11.125.410, except as hereinbelow limited. These powers shall include, without limitation, the power and authority specified below.
- 3.1 <u>Real Property</u>. The agent shall have the authority to purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.
- 3.2 <u>Personal Property</u>. The agent shall have the 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 <u>Financial Accounts</u>. The agent 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 security 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.
- 3.4 <u>United States Treasury Bonds</u>. The agent shall have the authority to purchase United States Treasury Bonds which may be redeemed at par in payment of federal estate tax.
- 3.5 <u>Monies Due</u>. The agent shall have the authority to request, demand, recover, collect, endorse and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the principal.

- 3.6 <u>Claims Against Principal</u>. The agent 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 agent and obtain reimbursement out of the principal's funds or other assets.
- 3.7 <u>Legal Proceedings</u>. The agent 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, dissolution of marriage or legal separation, and any other proceeding for equitable or injunctive relief and (b) legal proceedings in connection with the authority granted in this instrument.
- 3.8 <u>Written Instruments</u>. The agent 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 agent as fully as the principal could do if personally present.
- 3.9 <u>Safe Deposit Box</u>. The agent shall have the authority to enter any safe deposit box in which the principal has a right of access.
- 3.10 <u>Transfers to Trust</u>. The agent shall have the authority to transfer assets of all kinds to the trustee of any trust which is for the sole benefit of the principal.
- 3.11 <u>Disclaimer</u>. The agent shall have the authority to disclaim any interest, as defined in R.C.W. 11.86.010, 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.
- 3.12 <u>Health Care Decisions</u>. The agent shall have the authority to provide informed consent for health care decisions on the principal's behalf, to the fullest extent permitted by statute or case law.

In exercising this authority, the agent shall make health care decisions that are consistent with the principal's desires to the extent made known by the principal to the agent, including, but not limited to, the principal's desires concerning obtaining or refusing or withdrawing life-prolonging care, treatment, services, and procedures.

This authorization includes, but is not limited to authorization:

- (a) To consent to medical or surgical care and nontreatment;
- (b) To consent to the withholding or withdrawal of life-sustaining treatment;
- (c) To consent to the admission to a medical, nursing, residential or similar facility, or to withdraw from the same;

- (d) To enter into agreements for the principal's care; and
- (e) To consent to an autopsy and any other disposition of the principal's remains as provided in Chapter 68.50 Revised Code of Washington.

The agent shall have the authority to do all of the following:

- (a) Request, review and receive any information regarding the principal's physical or mental health, including, but not limited to, medical and hospital records;
- (b) Execute on the principal's behalf any releases or other documents that may be required in order to obtain this information;
- (c) Consent to the disclosure of this information; and
- (d) As permitted by RCW 11.125.400, I authorize my agent to make informed consent for health care decisions on my behalf and, as my personal representative to authorize the use and disclosure of my protected health information as provided in CFR Part 11.164.

Where necessary to implement the health care decisions that the agent is authorized by this document to make, the agent has the power and authority to execute on the principal's behalf all of the following:

- (a) Documents giving informed consent;
- (b) Documents refusing to permit treatment and/or leaving a hospital against medical advice; and
- (c) Any necessary waiver or release from liability required by a hospital or physician.
- 4. <u>Estate Planning Powers</u>. Such powers shall include the power to amend or revoke any estate planning or testamentary documents previously executed by the principal, as well as the ability to make estate planning or testamentary documents binding upon the principal, including life insurance beneficiary designations, employee benefit plan designations and trust agreements. These powers shall include the ability to make any gifts of property owned by the principal.
 - 5. <u>Termination</u>. This Power of Attorney may be terminated by
 - (a) The principal by written notice to the agent 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 agent.
- 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 agent shall account for all actions taken by the agent for or on behalf of the principal.
- 7. Reliance. Any person acting without negligence and in good faith and reasonable reliance on this Power of Attorney shall not incur any liability thereby. Any actions so taken, unless otherwise invalid or unenforceable, shall be binding upon the heirs and personal representatives of the principal.
- 8. <u>Indemnity</u>. The estate of the principal shall defend, hold harmless and indemnify the agent from all liability for acts done in good faith and not in fraud of the principal.
- 9. <u>Applicable Law.</u> The laws of the State of Washington shall govern this Power of Attorney.
- alternate (in the order designated at Section 1 above), is hereby nominated to be guardian or conservator of the principal's estate or person if protective proceedings for the principal's person or estate are hereafter commenced. If a guardian is hereafter appointed for the principal, the Agent, during the continuance of the appointment, shall account to the guardian rather than the principal. The guardian has the same power as the principal would have had if the principal were not disabled or incompetent, to revoke, suspend, or terminate all or any part of this Durable Power of Attorney.

DATED this 9th day of March, 2023.

DEBBIE R. SEITZ

Domiciled and residing at N. Bonneville, Washington.

[Notarial acknowledgement on following page]

STATE OF WASHINGTON)
) ss
County of Skamania)

I certify that I know or have satisfactory evidence that DEBBIE R. SEITZ signed this instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this May of Manch, 2023.

CHAR HARTLEY NOTARY PUBLIC #135180 STATE OF WASHINGTON COMMISSION EXPIRES APRIL 19, 2024

NOTARY PUBLIC in and for the State of Washington, residing at Stevenson.

Commission Expires: 4/19 all