

AFTER RECORDING MAIL TO:

CLARK COUNTY TITLE COMPANY  
1400 Washington Street, Suite 100  
Vancouver, WA 98660

Grantors: JO ANN RICHARDS  
Grantees: PUBLIC

### CERTIFICATION BY ATTORNEY IN FACT

STATE OF WASHINGTON

COUNTY OF CLARK } SNOHOMISH } ss  
CtB

I, JO ANN RICHARDS, certify under penalty of perjury that GUY A. RICHARDS granted me authority as his attorney in fact in a power of attorney dated March 27, 2020, a true and correct copy of which is attached hereto as Exhibit "A" and the original of which cannot be located to allow it's recording in Skamania County.

I further certify that to my knowledge:

- (1) I am acting in good faith pursuant to the authority given under the power of attorney;
- (2) The principal is alive and has not terminated, revoked, limited, or modified the power of attorney or my authority to act under the power of attorney; nor has the power of attorney or my authority to act under the power of attorney been terminated, revoked, limited, or modified by any other circumstances;
- (3) When the power of attorney was signed, the principal was competent to execute it and was not under undue influence to sign;
- (4) All events necessary to making the power of attorney effective have occurred;
- (5) If I was married or a registered domestic partner of the principal when the power of attorney was executed, there has been no subsequent dissolution, annulment, or legal separation, and no action is pending for the dissolution of the marriage or domestic partnership or for legal separation;
- (6) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;

AGENT'S CERTIFICATION-1

(7) If I was named as a successor agent, the prior agent is no longer able or willing to serve, or the conditions stated in the power of attorney that cause me to become the acting agent have occurred.

Dated: December 19, 2023.

Jo Ann Richards

JO ANN RICHARDS

STATE OF WASHINGTON

COUNTY of Snohomish

} ss

This record was acknowledged before me on December 19th, 2023 by JO ANN RICHARDS.

Colleen Blake

Notary Public in and for the State of Washington  
My commission expires: 10/19/2027

COLLEEN T BLAKE  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION # 210372  
COMMISSION EXPIRES 10/19/2027

This notarial act involved the use of communication technology

AGENT'S CERTIFICATION-2

Return Address:  
WFG National Title Company  
101 E 6<sup>th</sup> St Suite 125  
Vancouver, WA 98660

23-181820

**Document Title(s)**  
General Durable Power of Attorney

**Grantor(s):**  
Guy Alexander Richards

**Grantee(s):**  
JoAnn Richards

The Auditor / Recorded 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 provide herein.

Unofficial  
Copy

## GENERAL DURABLE POWER OF ATTORNEY

THE POWERS YOU GRANT BELOW ARE EFFECTIVE  
EVEN IF YOU BECOME DISABLED OR INCOMPETENT

KNOWN BY ALL PERSONS PRESENT, THAT:

I, Guy Alexander Richards, "Principal", execute this Durable Power of Attorney and do hereby make, constitute and appoint JoAnn Richards

"Agent" or "Attorney-in-Fact", as my attorney-in-fact **TO ACT IN MY NAME, PLACE AND STEAD** in any way which I myself could do as if I were personally present and to the extent that

I am permitted by law to act through an agent, pursuant to the following provisions:

1. EFFECTIVENESS OF POWER OF ATTORNEY: This instrument is to be construed and interpreted as a general durable power of attorney effective immediately. This power of attorney shall not be affected by disability, incompetency, or incapacity of the Principal.
2. GRANT OF POWERS: I grant to my Agent full power and authorization to do everything necessary in exercising any of the powers herein granted by this power of attorney as fully as I might or could do if personally present. My agent shall have full power of substitution or revocation. I hereby ratify and confirm all that my Agent lawfully does or causes to be done by virtue of this power of attorney and the powers herein granted. My Agent shall have the power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereinafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers:

(a) Powers of Collection and Payment:

- (1) To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, accounts, annuities, bequests, bonds, certificates of deposit, checks, commercial paper, debts, deposits, devises, dividends, drafts, dues, insurance, interests, legacies, notes, pension, profit sharing, retirement, social security, stock certificates and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible or tangible, and property rights and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest.

- (2) To have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases receipts, or other sufficient discharges for the same.

(b) Property Matters:

- (1) To acquire, purchase, exchange and sell, or grant options to sell, mortgage, pledge, lease, sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my Agent shall deem proper, with full authority to sign, endorse, execute and deliver any sales agreement, deed, bill of sale and all other instruments or documents pertaining to the sale of any of my real or personal property; and to enter into bonds, contracts, mortgages and deeds connected therewith.
- (2) To sell, assign, transfer, convey, exchange, deed, mortgage, pledge, lease, let, license, demise, remise, quitclaim, bargain or otherwise dispose of any or all of my real estate, stocks, bonds, evidences of indebtedness and other securities and other personal tangible and intangible or mixed property, or any custody, possession, interest or right therein at public or private sale, upon such terms, consideration, and conditions as my said attorney shall deem advisable and to execute, acknowledge and deliver such instruments and writings of whatsoever kind and nature as may be necessary, convenient or proper in the premises.
- (c) Management Powers: To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein that I now own or may hereafter acquire in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper;
- (d) Banking Powers: To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations, and other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted; and to close any account he or she sees as reasonable and according to his or her discretion.
- (e) Business Interests: To conduct or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options;

- (f) Safe Deposit Boxes: To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power;
- (g) Power to Hold Property and Make Investments: The power to hold or acquire any property, real or personal, or securities, regardless of whether such property or securities are a so-called "Legal" investment, where such course is, in the said Agent's opinion, for my best interest;
- (h) Power to Borrow: To borrow any sum or sums of money on such terms (including the power to borrow against the cash surrender value of any life insurance policy issued on my life), and with such security, whether real or personal property, as my Agent may think fit, and for that purpose to execute all promissory notes, bonds, mortgages, deeds of trust, security agreements, and other instruments which may be necessary or proper;
- (i) Disclaimer: To exercise or release powers of appointment in whole or in part and to disclaim or renounce in whole or in part any interest that I might otherwise have as a joint owner, beneficiary, heir or otherwise and in exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property;
- (j) Trusts: To transfer, assign and convey any property or interest in property, the legal or equitable title to which is in my name, to any trust of which I am the primary beneficiary during my lifetime and under the terms of which I expressly have the power to amend or revoke such trust, and to exercise any right of withdrawal of income and/or principal which I may have pursuant to the terms and conditions of such trust, whether such trust was created before or after the execution of this power of attorney;
- (k) Power to Change Beneficiaries on Any Insurance Policies on my Life: To change the beneficiaries on any insurance policies on my life; provided, however, that neither such right and power, nor any other rights and powers, shall be exercisable with respect to any policies of life insurance which may at any time be owned by me on the life of my Agent herein named.
- (l) Executing Government Vouchers. To execute vouchers in my behalf for any and all allowances, compensation and reimbursements properly payable to me by the Government of the United States or any agency or department thereof.
- (m) Depositing Money and Other Property. To deposit in my attorney's or my name, or jointly in both our names, in any banking institution, funds or property, and to withdraw any part or all of my deposits at any time made by me in my behalf.

- (n) Recovering Possession of Property. To eject, remove or relieve tenants or other persons from, and recover possession of, any property, real, personal or mixed in which I now or hereafter may have an interest.
- (o) Litigation. To institute, maintain, defend, compromise, arbitrate or otherwise dispose of, any and all actions, suits, attachments or other legal proceedings for or against me.
- (p) Tax Returns. To prepare and execute any tax returns, including, but not limited to, Federal income tax returns, State income tax returns, Social Security tax returns, and Federal and State information and estimated returns; to execute any claims for refund, protests, applications for abatement, petitions to the United States Board of Tax Appeals or any other Board or Court, Federal or State, consents and waivers to determination and assessment of taxes and consents and waivers agreeing to a later determination and assessment of taxes than is provided by statute of limitations; to receive and endorse and collect any checks in settlement of any refund of taxes; to examine and to request and receive copies of any tax returns, reports and other information from the United States Treasury Department or any other taxing authority, Federal or State, in connection with any of the foregoing matters.
- (q) Automobiles. To execute and deliver to the proper persons and authority any and all documents, instruments and papers necessary to effect proper registration of any automobile in which I now or may hereafter have an interest, or the sale thereof and transfer of legal title thereto as required by law, and to collect and receipt for all monies paid in consideration of such sale and transfer.
3. MISCELLANEOUS: I grant to the Agent named herein the following additional powers of authority:
- (a) In the event any agent named herein should be of the opinion at any time that she or he does not have the expertise to manage all or any part of my assets, I grant to said Agent the right and power to delegate the management powers hereinabove granted over all or any part of my assets to any person(s) or firm(s), and to enter into any management or agency agreements with said person(s) or firm(s), pertaining thereto, with the right on the part of the Agent named herein to revoke and cancel any such agreement at any time upon ninety (90) days' written notice to said person(s) or firm(s).
- (b) I grant full and absolute authority to the Agent named herein, on a noncumulative, yearly basis, to make gifts to my children, in trust or otherwise, as well as to their spouses, and to their children, in trust or otherwise, with the amount of gifts to each such person each year not to exceed that amount which is excludable from the total amount of gifts made during such year under Section 2503(b) Internal Revenue Code of 1986, as amended from time to time.



(c) I further authorize and empower the Agent named herein to use and apply so much of the income and principal of the assets comprising my estate as may be necessary or desirable, in the sole discretion of said Agent, for my maintenance and support. Any provision herein to the contrary notwithstanding, the Agent shall have no power or authority to use or apply the principal to discharge any legal obligation that the agent or any other person may have to support me or any dependent or beneficiary or mine, except to the extent that there are no assets reasonably available to the person having the obligation of support to pay the same.

(d) I further authorize and empower my Agent to engage, employ and dismiss any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my Agent shall think fit.

Any decisions made by the said Agent with respect to the matters set forth hereinabove in sections 3(b), 3(c), and 3(d) shall be final, binding and conclusive upon all of the beneficiaries of my estate, and said Agent shall be released and discharged of and from all liability for any such decisions that she or he may make in good faith with respect thereto.

#### GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)

(C) Create, amend, revoke, or terminate an inter vivos trust

☐ Make a gift, subject to the limitations of the Washington Uniform Power of Attorney Act and any special instructions in this power of attorney

☐ Create or change rights of survivorship

☐ Create or change a beneficiary designation

☐ Authorize another person to exercise the authority granted under this power of attorney

☐ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan

☐ Exercise fiduciary powers that the principal has authority to delegate

☐ Disclaim or refuse an interest in property, including a power of appointment]



### LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

### SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines:

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**INTERPRETATION AND GOVERNING LAW:** This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent. This instrument is executed and delivered in the State of Washington, and the laws of the State of Washington shall govern all questions as to the validity of this power and the construction of its provisions. This instrument is intended to be effective in all states of the United States and in all foreign countries.

4. **INDEMNITY:** I hereby bind myself to indemnify my Agent and any successor who shall so act, against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which my Agent at any time may sustain or incur in connection with carrying out the authority granted her or him in this power of attorney.
5. **NOMINATION OF GUARDIAN OR CONSERVATOR:** In the event court proceedings are hereafter commenced to appoint a guardian, conservator or other fiduciary to take charge of my person, or to manage and conserve my property, I hereby nominate and appoint my Agent above-named, as my guardian, conservator, or other fiduciary, to serve without bond unless otherwise required by a court of competent jurisdiction.
6. **REVOCATION:** This general durable power of attorney may be voluntarily revoked by me by written instrument signed by me and delivered to my Agent. My guardian may also revoke this instrument by written instrument signed by him or her and delivered to my Agent. Any affidavit executed by my Agent stating that she or he does not have, at the time of doing any act pursuant to this power of attorney, actual knowledge of the revocation or termination of this power of attorney, is, in the absence of fraud, conclusive proof of the nonrevocation or nontermination of the power at that time.

7. **DEATH:** My death shall not revoke or terminate this agency as to my Agent or any other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees, and personal representatives.
8. **SUBSTITUTE AGENT:** If JoAnn Richards ceases to act as my Agent due to death, incapacity, or resignation, I appoint Shelly Marie Carlton and Susan Annette Erager to act my agent under the terms of this Power of Attorney.
9. **JOINT POWER:** If I name two persons to serve as my Agent hereunder, it is my intent that the power granted to them shall be a joint power, which shall and must be exercised by them together as they may from time to time act on my behalf. No action or transaction requiring a signature will be effective or binding without both such persons' signatures affixed to the written instrument(s) reflecting the action or transaction.

FURTHER, I do authorize my aforesaid attorney to execute, acknowledge and deliver any instrument under seal or otherwise, and to do all things necessary to carry out the intent hereof, hereby granting unto my said attorney full power and authority to act in and concerning the premises as fully and effectually as I may do if personally present.

PROVIDED, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said attorney for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "attorney-in-fact".

My agent is entitled to reasonable compensation and reimbursement for reasonable expenses for services rendered as agent under this power of attorney, if desired.

**TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.**

THIS DURABLE GENERAL POWER OF ATTORNEY MAY BE REVOKED BY ME AT ANY TIME.

Signed this 27 day of March, 2020

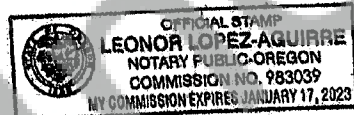
Guy A. Richards  
Guy Alexander Richards  
White Salmon, County of Skamania, State of Washington

STATE OF WASHINGTON <sup>WA</sup> OREGON

COUNTY OF SKAMANIA <sup>WA</sup> HOOD RIVER

On this day personally appeared before me Guy Alexander Richards to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 27<sup>th</sup> day of March 2020.



Leonor Lopez  
Notary Public residing at Hood River

Printed Name: Leonor Lopez

My Commission Expires:

01/17/2023

**DURABLE POWER OF ATTORNEY**  
**FOR HEALTH CARE**

(RCW 11.94.010)

I, Guy Alexander Richards appoint:

JoAnn Richards as my agent to make all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

If I become unable to make or to communicate a choice regarding a health care decision, my Agent, as my fiduciary, shall have full power and authority to make decisions for me under this Durable Power of Attorney for Health Care to the same extent that I could make such decisions for myself if I had ability to do so. In exercising this authority, my agent shall use his/her best efforts to discuss each proposed decision with me as much as practicable and to determine my desires, whether or not I am able to understand what my agent may be saying and whether or not I am able to respond.

If my Agent cannot determine my then current desires, my agent shall make a decision for me based:

- A. Primarily, upon my desires, intentions, and limitations expressed in this Durable Power of Attorney for Health Care and in any Health Care Directive, Directive to Physicians, Living Will, or other health care declaration that I have executed or as otherwise known to my agent, and
- B. Secondly, upon what my agent believes to be in my best interests.

My agent's authority to interpret my desires is intended to be as broad as possible except for the limitations I state below. Accordingly, unless specifically limited as stated below, my agent shall have all powers conferred upon my agent by law as well as the following power and authority, all exercisable on my behalf and for my benefit:

To consent, to refuse consent, or to withdraw or revoke consent to any care, treatment, service, or procedure (and expressly including withholding or withdrawal of life-sustaining treatment) to maintain, diagnose, or treat a physical, medical, mental, psychological, or psychiatric condition of mine, for example, and not by way of limitation: any medical, surgical, diagnostic, psychological, or psychiatric procedure, treatment, or medication, or any mechanical or other procedure that may affect bodily function, such as artificial respiration, nutritional and hydration support, cardiopulmonary resuscitation, experimental treatment, etc.

To request, gain access to, receive, and review any information, verbal or written, regarding my physical or mental health, including my medical and hospital records and information.

To obtain any information whatsoever regarding my personal affairs or physical or mental health or treatment from any person, facility, or service, including without limitation any physician, hospital, institution, counselor, therapist, nurse, attendant, technician, or personnel, and towards which, I waive any and all privilege over such information in favor of my Agent.

To execute any release or other document, for example, one that may be required in order to obtain the foregoing or other information.

To disclose, or to consent to the disclosure of, any of the foregoing or other information.

To authorize my admission to or discharge (even against medical advice) from any health care facility or service, such as a hospital, nursing home, or residential care, assisted living, mental health, or similar facility or service.

To execute any document or order entitled or purporting to be a "Refusal of Treatment," a "Leaving Health Care Facility Against Medical Advice," a "No Code - Do Not Resuscitate," or similar document or order.

To execute any necessary waiver or release from liability required by any physician, hospital, or health care provider or facility.

To contract for any health care related product, service, or facility or anything else in furtherance of my desires expressed, or to exercise any power authorized, in this Durable Power of Attorney.

To employ and discharge medical (e.g., physicians, psychiatrists, dentists, etc.), social service (e.g., psychotherapists, mental health counselors, etc.), and other support personnel (e.g., nurses, physical therapists, etc.).

To authorize or to refuse to authorize or to arrange for any medication or procedure, including any medication or procedure intended to relieve pain, even though such use might lead to permanent physical or mental damage or addiction or might hasten the moment of my death.

To authorize or to refuse to authorize or to arrange for any nontraditional or unconventional medication, procedure, or therapy, for example, acupuncture, biofeedback, coetaneous stimulation, guided imagery, or relaxation therapy.

To visit and provide companionship for me and to be accorded the status of a member of my family for purposes of visitation and access to me at any place or in any setting in which the right to be present may be restricted to family members.

To express my desire to reside in my home and, if I am living away from my home, my desire and intent to return to my home if possible and, if not possible or practicable, to a hospice or similar care facility.

To make arrangements for my funeral or memorial services and for the disposition of my remains. I intend that this authorization shall constitute my written direction as regards:

- A. Direction of the disposition of my remains following my death under RCW 68.50.160,
- B. Disposition under the Uniform Anatomical Gift Act (RCW 68.50.520 through 68.50.620, as amended),
- C. Authorization for an autopsy under RCW 68.50.101, as amended, and
- D. My funeral services and burial or cremation.

My Agent shall act consistently with my desires as expressed by me during my lifetime, and if

my desires are unknown, to act in my best interests. The authority of my agent under this written direction shall not terminate upon my death; however, revocation of this Durable Power of Attorney for Health Care by me during my lifetime shall also revoke the directions made under this written direction under the statutes listed above unless I otherwise ratify them in a separate writing.

To consult with, and obtain information from, members of my family, my physicians and other health care providers or facilities, and my attorneys, accountants and other appropriate persons regarding my health, capacity, or welfare; and towards which, I waive any and all privilege over such information in favor of my agent.

To take any and all other actions necessary or proper to carry out the authorization I have granted to my agent in this Durable Power of Attorney for Health Care; and in furtherance of that grant of authority:

- A. To pursue any legal or administrative action in my name and on my behalf at the expense of my estate to compel compliance with my desires as expressed in this Durable Power of Attorney for Health Care or as otherwise determined by my agent; and
- B. To seek actual and punitive damages for the failure to comply.

#### INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH.

- A. General Grant of Power and Authority. Subject to any limitations in this Directive, my agent has the power and authority to do all of the following: (1) Request, review and receive any information, verbal or written, regarding my physical or mental health including, but not limited to, medical and hospital records; (2) Execute on my behalf any releases or other documents that may be required in order to obtain this information; (3) Consent to the disclosure of this information; and (4) Consent to the donation of any of my organs for medical purposes.
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B. HIPAA Release Authority. My agent 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 U.S.C. 1320d and 45 CFR 160 through 164. I authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc. or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse. The authority given my agent shall supersede any other agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider. *(If you want to limit the authority of your agent to receive and disclose information relating to your health, you must state the limitations in the section directly below.)*

LIMITATIONS ON THE DECISION-MAKING AUTHORITY OF MY AGENT ARE AS FOLLOWS:

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#### DESIGNATION OF ALTERNATE AGENT.

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent to make health care decisions for me as authorized by this document, who serve in the following order:

- A. Shelly Marie Carlton.
- B. Susan Annette Brager

The original of this document is kept at:

Our home in a safe.

The following individuals or institutions have signed copies:

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Any person acting without negligence and in good faith and reasonable reliance on this Durable Power of Attorney for Health Care shall not incur any liability thereby.

All acts done by my Agent under this Durable Power of Attorney for Health Care shall have the same effect and inure to the benefit of and bind me and my estate, heirs, representatives, successors, and assigns as if I had performed such acts personally.

I and my estate hold harmless and indemnify my Agent from all liability for acts done in good faith, not in fraud of me, and in accordance with the power and authority granted by this Durable Power of Attorney for Health Care.

My agent shall be entitled to reimbursement, without Court order, for all reasonable expenses incurred in carrying out the provisions of this Power of Attorney for Health Care but shall not be entitled to compensation for his/her services.

I want every part of this Durable Power of Attorney for Health Care to be fully implemented. If any part is held to be invalid or unenforceable, its remaining provisions shall remain in full effect.

This Durable Power of Attorney for Health Care is made in, and shall be interpreted under the laws of, the State of Washington, although I intend it to be valid in any jurisdiction in which it is presented.

#### **DURATION.**

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

#### **(IF APPLICABLE)**

This power of attorney ends on the following date: only if revoked in writing by me.

#### **PRIOR DESIGNATIONS REVOKED.**

I revoke any prior Durable Power of Attorney for Health Care.

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**ACKNOWLEDGMENT OF DISCLOSURE STATEMENT.**

I have been provided with the above disclosure statement explaining the effect of this document.  
I have read and understand that information contained in the disclosure statement.

I expressly reserve the right to revoke this Power of Attorney at any time by written instrument signed by me and delivered to my attorney-in-fact/Agent.

**(YOU MUST DATE AND SIGN THIS POWER OF ATTORNEY.)**

I sign my name to this Durable Power of Attorney for Health Care on 27 day of March  
2020 at White Salmon, Washington

Guy Alexander Richards  
Guy Alexander Richards

**Attestation**

In accordance with RCW 9A.72.085, each of us declares under penalty of perjury under the laws of the State of Washington that the following is true and correct to the best of his/her knowledge:

On the date and at the place shown immediately above, in my presence and in the presence of the other witnesses, the Principal declared this document to be his/her Durable Power of Attorney for Health Care, requested me and the other witness to act as witnesses to his/her signing of the Durable Power, and then signed the Durable Power. Immediately thereafter and at the Principal's request, I and the other witness now sign the Durable Power as witnesses in the presence of the Principal and each other.

The Principal is personally known to me, and I believe him/her to be capable of making health care decisions.

I am not:

- The health care provider, or an employee of the health care provider, of the Principal;
- Financially responsible for the health care of the Principal;
- A creditor of the Principal;
- Related by blood, marriage, or adoption to, or a potential Heir-at-Law of, the Principal; or
- A beneficiary under any valid Will or other estate planning document of the Principal.

Signature

Printed Name & Address

Laura L. Leighton  
Witness

Laura L. Leighton  
91 Little Rock Creek RD  
COOK, WA 98005

Thomas E. Leighton  
Witness

TH. Thomas E. Leighton  
91 Little Rock Creek RD  
Cook, Wash. 98605

**AGENT'S ACCEPTANCE**

Jason Richard as attorney in fact ("Agent") for Ray C. Richard  
("Principal"), accepts and acknowledges delivery to him or her, as Agent, of the foregoing  
Durable Power of Attorney for Health Care and agrees to be bound thereby.

Dated: 03-27-2020

A Agent

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State ZIP

\_\_\_\_\_  
Telephone Number with Area Code