Skamania County, WA Total:\$307.50 POA Pgs=5

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Request of: 1

WHEN RECORDED MAIL TO:

Columbia Gorge Title 41 SW Russell Ave. Stevenson, WA 98648 (509) 427-5681

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DOCUN	MENT	TITL	E(S)

Spouses Durable Power of Attorney for Larry D Sharp and Janice G Sharp

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

N/A

Skamania County

Real Estate Excise Tax

SEP 2 9 2025

AG

GRANTOR(S):

7

Larry D. Sharp and Janice G. Sharp

PAID N/A

AND POPULATION TO BE WATER

GRANTEE(S):

Larry D Sharp; Janice G Sharp; Melanie Marie Sharp; Jennifer Kay Sharp

ABBREVIATED LEGAL DESCRIPTION:

Lot 8 of ARIA OAKS, according to the Plat thereof, recorded in Book 'B' of Plats, Page 114, in the County of Skamania, State of Washington

TAX PARCEL NUMBER(S):

02-07-21-0-0-1010-00

Skamania County Assessor

Date 9-39-25 Parcel# 0207-21-0-0-1010-00

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SPOUSES DURABLE POWER OF ATTORNEY

Grantors: LARRY D. SHARP; JANICE G. SHARP Grantees: LARRY D. SHARP; JANICE G. SHARP

MELANIE MARIE SHARP; JENNIFER KAY ROBERTS

The undersigned spouses, LARRY D. SHARP and JANICE G. SHARP, each as principal, domiciled and residing in Skamania County, Washington, reciprocally and individually hereby revoke any and all previously executed powers of attorney which are inconsistent with this power of attorney and designate the following named person or persons as attorney in fact, hereinafter referred to as "agent", to act for either spouse.

- 1. <u>Designation</u>. The principal's spouse, if living, able and willing to act, is designated as agent for the principal. In the event that they are unable or unwilling to act, we designate MELANIE MARIE SHARP, as our agent for the principal. In the event that she is unable or unwilling to act, we designate JENNIFER KAY ROBERTS as our agent for the principal.
- 2. <u>General Powers</u>. The agent shall have all powers of an absolute owner over the assets and liabilities of the undersigned, whether located within or without the State of Washington, as provided in RCW 11.125.260 through 11.125.400, to act as the fiduciary in the name and for benefit of the undersigned, and to otherwise do all things that the undersigned might do if personally present and legally competent. In addition, and not otherwise in limitation thereof, the agent shall have the power to:
 - i. SUPPORT. Provide for the support, maintenance, health, emergencies and urgent necessities of the principal;
 - ii. PERSONAL PROPERTY. Take possession of, manage, administer, operate, maintain, improve and control any and all property, real and personal;
 - iii. REAL PROPERTY. Purchase, take possession of, lease, sell, convey, transfer, exchange, mortgage, release and encumber any interest in real property of which the principal owns or in which the principal may have a right, title or interest, including rights of homestead, for such price or terms and conditions as the agent may determine;
 - iv. SAFE DEPOSIT BOX. Have access to any safe deposit box which has been rented in the name or names of the principal, or to open/close said box;

- v. ACCOUNTS. Deal with accounts maintained by or on behalf of the principal with institutions, including but not limited to, banks, credit unions and security dealers, including the authority to maintain and close existing accounts, to open accounts, and to make deposits, transfers, and withdrawals with respect to such accounts;
- vi. COLLECTIONS. Request, demand, recover, collect, endorse and receive all moneys, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due principal;
- vii. CREDITOR CLAIMS. Pay, settle, compromise or otherwise discharge any and all claims of liability, debts or other obligations of the principal;
- viii. INVESTMENT ACCOUNTS. Hold, transfer or otherwise manage any and all investments of the principal, including, but not limited to, stocks, bonds and mutual funds, or business entities owned or controlled by the principal and wherever located or held by the principal. This shall include authority to manage the investments; change investment managers; transfer accounts to different brokerage firms, mutual funds, or other retirement account providers; make withdrawals as needed; and update beneficiary designations to be consistent with the principal's estate plan;
 - ix. LEGAL ACTIONS. Participate in any legal action in the name of the principal;
 - x. RETIREMENT ACCOUNTS. To manage any individual retirement account (IRA) or any qualified or non-qualified retirement account, pension plan or other retirement benefit. This shall include authority to manage the investments; change investment managers; transfer accounts to different brokerage firms, mutual funds, or other retirement account providers; elect lump sum or other distributions; direct rollovers to IRAs or plan-to-plan transfers; make necessary elections and required mandatory distributions; make other withdrawals as needed; and update beneficiary designations to be consistent with the principal's estate plan;
 - xi. TAXES. Sign federal income tax returns, and all necessary forms, statements and declarations required by federal income tax rules and regulations, on behalf of the principal; request, receive, and endorse any federal income tax refund owed to the principal; and to make all elections and decisions allowed to be made by the principal, by the Internal Revenue Code and federal rules and regulations; and to deal in all ways necessary, on the Principal's behalf, with the Internal Revenue Service;
- xii. REPRESENTATIVE PAYEE. To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlements from Social Security, Medicare, Medicaid and military service; and
- xiii. CONDITIONAL ESTATE PLAN POWER. Only if the agent is a spouse, he or she shall have the power to revoke or change any estate planning or testamentary documents executed by the undersigned, including life insurance policies or annuities of the principal; provided, that the revocation or change furthers the intention of the spouses, or is furthering the purposes of the estate plan; or to make gifts of the estate.

3. <u>Purposes</u>. The agent shall have all powers as described herein for any and all purposes on behalf of the principal, as are necessary or desirable, to provide for the support, maintenance, health, emergencies, welfare, comfort, investments and necessities of the principal.

4. Effectiveness.

- a. If the principal's spouse is serving as attorney in fact, this power of attorney shall become effective immediately upon execution and shall not be affected by the disability or incapacity of the principal.
- b. If the principal's spouse is deceased, incapacitated or declines to serve as attorney in fact, this power of attorney shall become effective upon the disability or incapacity of the principal and shall remain effective only during such disability or incapacity. Disability or incapacity shall include the inability to manage property and affairs effectively for reasons such as, but not limited to, mental illness, mental deficiency, developmental disability, physical illness or disability, or advanced age. The finding of disability or incapacity shall be made by a licensed qualified physician who is the principal's physician or has cared for the principal or has made a full examination and has made his or her determination in a signed written certificate delivered to the principal's attorney in fact. Incapacity may also be established by a finding of a court having jurisdiction over the incapacitated spouse.
- 5. <u>Duration</u>. The power of attorney shall remain in effect until revoked or terminated as provided herein, or by court decree.
- 6. <u>Revocation</u>. This power of attorney may be revoked, suspended or terminated in writing by the undersigned with written notice to the designated agent and by recording the written instrument of revocation in the office of the auditor in the county the undersigned is domiciled.

7. <u>Termination</u>:

- a. <u>By Appointment of Guardian</u>. The appointment of a guardian of the estate of the undersigned vests in the guardian, with court approval, the power to revoke, suspend or terminate this power of attorney. The appointment of a guardian of the person only does not empower the guardian to revoke, suspend or terminate this power of attorney.
- b. <u>By Death of Undersigned</u>. The death of the undersigned shall be deemed to revoke this power of attorney upon actual knowledge or actual notice being received by the agent.
- 8. Accounting. The agent shall keep a reasonable record of actions taken on the undersigned's behalf and shall be reimbursed for all costs and expenses reasonably incurred. The agent shall be required to account to any subsequently appointed personal representative within a reasonable period of time.

- 9. <u>Guardian</u>. If it becomes necessary to appoint a guardian of the undersigned's person or estate, they hereby nominate the acting agent to serve in that capacity.
- 10. <u>Durable Nature</u>. All acts done by the agent during any period of the undersigned's disability, incapacity or uncertainty as to whether they are dead or alive shall have the same effect and inure to the undersigned's benefit and bind the guardians, heirs, beneficiaries, and personal representatives as if the undersigned were alive, competent and not disabled. This power of attorney shall not be affected by the disability of the undersigned.
- 11. <u>Indemnity</u>. The estate of the undersigned shall hold harmless and indemnify the agent from all liability for acts or omissions done in good faith and not in fraud of the undersigned.
- 12. <u>Reliance</u>. 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 taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, beneficiaries and personal representatives of the Principal.
- 13. <u>Governing Law</u>. This power of attorney shall be governed, construed and interpreted in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand in the State of Washington this 15th day of July, 2021.

STATE OF WASHINGTON)
COUNTY OF Clark)ss.

I certify that I know or have satisfactory evidence that LARRY D. SHARP and JANICE G. SHARP are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 15 day of July, 2021.

CAROLYN A SIMMS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES

SEPTEMBER 1, 2021

NOTARY PUBLIC for Washington

Residing in County

My appointment expires: