AFN #2011177690 Recorded 02/1	.5/11 at 11:29	AM DocType: POA	Filed by: CLARK
COUNTY TITLE COMPANY Page: 1	of 6 Auditor	Timothy O. Todd	Skamania County, WA

#### WHEN RECORDED RETURN TO:

Aaron and Holy Throop P.O. Box 456 Carson, WA 98610

#### CCT 00133524 KLS

## **DOCUMENT TITLE(S):**

**Durable General Power of Attorney** 

## REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

n/a

#### **GRANTOR:**

1. Aaron Throop

#### **GRANTEE:**

1. Holly Throop

#### TRUSTEE:

n/a

#### ABBREVIATED LEGAL DESCRIPTION:

Lot 1 of SP 2004154874

## FULL LEGAL DESCRIPTION:

Lot 1 of the Dorothy's Short Plat, recorded under Auditor's File No. 2004154874, records of Skamania County, Washington.

#### TAX PARCEL NUMBER(S):

03 08 28 1 2 1201 00

☐ If this box is checked, then the following applies:  I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.	C
Signature	

indexltr LPB-01-05

AFN #2011177690 Page: 2 of 6

# DURABLE GENERAL POWER OF ATTORNEY EFFECTIVE IMMEDIATELY AARON THROOP

## 1. Designation.

I, <u>AARON THROOP</u>, as principal (the "Principal"), residing in Skamania County, Washington, do hereby appoint my spouse, <u>HOLLY THROOP</u>, of Skamania, Washington as my true and lawful attorney-in-fact (agent), to serve without bond.

#### 2. Authorization and Powers.

The attorney-in-fact is hereby authorized to do and perform all acts in the Principal's place and stead as fully as the Principal might do and perform such acts as principal. Specifically included within this general authority, and not by way of limitation (except as specifically provided), shall be the following powers and authority:

#### 2.1 Property.

To purchase, receive, take possession of, lease, sell, convey, exchange, endorse, pledge, mortgage, release, hypothecate, encumber or otherwise dispose of property or any interest in property (including life insurance and annuity policies), whether real, personal, mixed, tangible or intangible.

### 2.2 <u>Financial Accounts.</u>

To deal with accounts (including, but not limited to custodial accounts), maintained or owned by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions, stock brokerages, custodians, trust companies, escrow agents, trustees, and securities dealers). This power shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts, and to borrow on, or to make deposits, transfers, exchanges, and withdrawals with respect to all such accounts.

#### 2.3 Moneys Due.

To request, demand, recover, collect, endorse and receive all moneys, debts, accounts, gifts, inheritances, bequests, dividends, annuities, rents and other payments due the Principal.

## 2.4 <u>Legal Proceedings</u>.

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

AFN #2011177690 Page: 3 of 6

other proceedings for equitable or injunctive relief; and (b) legal proceedings in connection with the authority granted in this instrument.

#### 2.5 Written Instruments.

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.

## 2.6 Agents.

With respect to all or any of the matters or things herein mentioned and upon such terms as the attorney-in-fact shall think fit, to engage and dismiss agents, counsel, and employees, and to appoint and remove substitutes.

#### 2.7 Taxes.

The attorney-in-fact shall have the authority to represent the Principal in all tax matters; to prepare, sign, and file federal, state, and local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax-related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code of 1986, as amended, and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service and any state and local taxing authority with respect to any tax year between the years 1983 and 2025; to pay taxes due, collect and make such disposition of refunds as the attorney-in-fact shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and any state and local taxing authority; to exercise any elections the Principal may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which the Principal is entitled; and generally to represent the Principal or obtain professional representation for the Principal in all tax matters and proceedings of all kinds and for all periods between the years 1983 and 2025 before all officers of the Internal Revenue Service and state and local authorities and in any and all courts; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and assist the Principal in connection with any and all tax matters involving or in any way related to the principal or any property in which the Principal has or may have an interest or responsibility.

#### 3. Ascertainable Standard.

Notwithstanding any provision of this power of attorney or of applicable law seemingly to the contrary, any right or power exercisable by the attorney-in-fact, which would otherwise AFN #2011177690 Page: 4 of 6

constitute a general power of appointment in the attorney-in-fact under Sections 2041 or 2514 of the Code, may only be exercised by the attorney-in-fact in his or her favor for the purpose of providing for the attorney-in-fact's health, education, support or maintenance.

#### 4. Accounting.

The attorney-in-fact shall keep a reasonable record of actions taken on the Principal's behalf and shall be reimbursed for all costs and expenses reasonably incurred. In addition, the attorney-in-fact shall be entitled to receive at least annually, without court approval, reasonable compensation for services performed on the Principal's behalf. The attorney-in-fact may waive this right to compensation from time to time.

#### 5. Effectiveness.

This power of attorney shall be effective immediately.

#### 6. Durable Nature.

All acts done by the attorney-in-fact during any period of the Principal's disability, incapacity or uncertainty as to whether the Principal is dead or alive shall have the same effect and inure to the Principal's benefit and bind the Principal or the Principal's guardians, heirs, beneficiaries, and personal representatives as if the Principal were alive, competent and not disabled. This power of attorney shall not be affected by the disability of the Principal.

#### 7. Indemnity.

The Principal and the Principal's estate shall hold harmless and indemnify the attorney-in-fact from all liability for acts (or omissions) done in good faith and not in fraud of the Principal, provided, however, this indemnity shall not extend to acts or omissions constituting gross negligence or intentional wrongdoing.

## 8. Future Termination.

This power of attorney shall be terminated by Principal's unilateral revocation hereof, by a guardian or limited guardian of the person of the Principal, or by court order. The designation of Principal's spouse as agent shall terminate immediately upon the filing of a petition for legal separation or marital dissolution by either Principal or Principal's spouse.

#### 9. 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 taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, beneficiaries and personal representatives of the Principal.

AFN #2011177690 Page: 5 of 6

## 10. Governing Law.

This power of attorney shall be governed, construed and interpreted in accordance with the internal laws of the State of Washington, without regard to choice of law or conflicts of law principles.

[Signature Page Follows]

AFN #2011177690 Page: 6 of 6

#### SIGNATURE PAGE

IN WITNESS WHEREOF, I have hereunto set my hand in the State of Washington this 29th day of December, 2010.

AARON THROOP, PRINCIPAL SSN: 534.76-8945

STATE OF WASHINGTON ) s
County of Spokane )

I certify that I know or have satisfactory evidence that AARON THROOP is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 29th day of December, 2010.

Notary Public in and for the State of Washington,

My appointment expires: DC. 1, 2014

I:\SPODOCS\CCRAGO\PERS\ESTATE\869493

NOTARY PUBLIC WASHINGTH