

**2022-011090**

**Klamath County, Oregon**

**09/13/2022 11:40:01 AM**

**Fee: \$117.00**

After recording return to:

Susan E. Snell  
P.O. Box 575  
Tualatin, OR 97062

Document Title(s)(or transactions contained therein):

1. General Power of Attorney

Reference Number(s) of Documents assigned or released:  
(on page \_\_\_\_ of document(s))

Grantor(s) (Last name first, then first name and initials)

1. Doris A. Stimson

Grantee(s) (Last name first, then first name and initials)

1. Thomas P. Stimson

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

Tax Parcel/Account Number

# ***GENERAL POWER OF ATTORNEY***

## **ARTICLE I**

### **APPOINTMENT OF ATTORNEY-IN-FACT**

I, DORIS A. STIMSON, (hereinafter sometimes referred to as "Principal") appoint as my attorney-in-fact my son, THOMAS P. STIMSON, (hereinafter referred to as "Attorney"). If THOMAS P. STIMSON should at any time, for any reason, be unable or unwilling to act or to continue to act as Attorney, then I appoint as Attorney the person named as "Successor Attorney-in-Fact."

#### EFFECTIVE DATE

This Power of Attorney is effective immediately.

#### SEVERABILITY

In the event that any provision herein is invalid, the remaining provisions shall nonetheless be in full force and effect.

## **ARTICLE II**

### **GENERAL POWER OF ATTORNEY**

#### POWERS NOT EXERCISABLE BY ATTORNEY

Attorney shall not have the power to undertake the following acts on behalf of the Principal:

1. Vote a proxy given by a person to another person with respect to the exercise of voting rights;
2. Make a Will or Codicil to a Will for Principal or revoke Principal's Will or Codicil;
3. Exercise any powers under any irrevocable trust of which attorney is the creator and Principal is the Trustee;
4. Exercise any power in any way to discharge any legal obligation that Attorney may have.

////

## POWERS EXERCISABLE BY ATTORNEY

Attorney is given and granted hereby full power and authority to do for Principal and in Principal's name, place and stead, and for Principal's use and benefit, all and every act and thing whatsoever and to undertake any and all transactions, acts and proceedings in Principal's name, place and stead for the purpose of transacting any and all business of every kind, nature and description whatsoever in connection with Principal's business and personal affairs relative to any property interest, real or personal, of Principal's now owned or hereafter acquired, as fully and to all intents and purposes as Principal might or could do if personally acting. I give my attorney specific authority to:

1. Support. Make expenditures for my health, education, support, maintenance, and general welfare.
2. Managing and Disposing of Assets. Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of any of my real or personal property or any interest in property, in any manner and on any terms my Attorney considers to be in my best interests.
3. Checks and Notes. Receive, endorse, sign, sell, discount, deliver, and deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the state of Oregon or any other state or governmental entity.
4. Financial Institutions. Enter into any transaction with and contract for any services rendered by a financial institution, including continuing, modifying, or terminating existing accounts; opening new accounts; drawing, endorsing, or depositing checks, drafts, and other negotiable instruments; acquiring and transferring certificates of deposit; withdrawing funds deposited in my name alone or in my name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks, commercial banks, savings and loan associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.
5. Safe Deposit Box. To have access to and remove any item from any safe deposit box which has been rented in my name, or in the name of myself and any other person or persons.
6. Sale of Property. Enter into any transaction with and contract for the sale of any real property, including request for information on any mortgage, repayment of any mortgage, signing deeds, escrow instructions, and closing documents.
7. Insurance and Annuity Contracts. Purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, and collect or select payment options

under any insurance or annuity contract. Any receipt, release, or other instrument executed by my Attorney in connection with any insurance or annuity contract shall be binding and conclusive upon all persons.

8. Retirement Plans. Establish, modify, contribute to, select payment options under, make elections under, receive payments from, make rollovers to, and take any other steps I might take with respect to IRA accounts and other retirement plans.
9. Credit Cards. Cancel or continue my credit cards and charge accounts, use my credit cards to make purchases, and sign charge slips on my behalf.
10. Collections. Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.
11. Debts. Pay my debts and other obligations.
12. Litigation. Sue upon, defend, compromise, or submit to arbitration any controversies in which I may be interested; and act in my name in connection with any complaint, proceeding, or suit.
13. Taxes and Assessments. Pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; receive confidential information from any taxing authority; prepare, sign, and file federal, state, and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll, and property tax matters; execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements, and other documents related to my tax liability; make any elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.
14. Government Benefits. Perform any act necessary or desirable, (including acting as representative payee), in order for me to qualify for and receive all types of government benefits, or cancel such benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits.
15. Fiduciary Positions. Resign from or renounce on my behalf fiduciary positions, including personal representative, trustee, conservator, guardian, attorney-in-fact, and officer or director of a corporation; and discharge me from further responsibility by filing accountings with a court or settling by formal or informal methods.
16. Mail. Redirect my mail.

17. Custody of Documents. Take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.
18. Beneficiary Designations. Designate or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any beneficiary designation shall be consistent with my existing estate plan to the extent reasonably possible.
19. Digital Assets. Have (i) the power to access, use and control my digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops for the purpose of accessing, modifying, deleting, controlling or transferring my digital assets, and (ii) the power to access, modify, delete, control and transfer my digital assets, including but not limited to, my emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops.
20. Waiver of Privileges. Waive any attorney-client, physician-patient, or other professional privilege which would otherwise protect me against the disclosure of confidential information, in order to obtain information from the professional.
21. Nomination of Guardian and Conservator. To the extent permitted by state law, I nominate my Attorney to act as my guardian and conservator if I become incapacitated.
22. Reimbursement of Expenses. To reimburse my Attorney for reasonable fees for information or advice required from accountants, lawyers, or other professionals relating to my Agent's responsibilities under this power of attorney.
23. Perform Other Acts to Carry Out the Powers Granted. Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed pursuant to this power of attorney.

The Principal hereby ratifies and confirms all that said Attorney shall do or cause to be done by virtue hereof, and all documents of any kind (without limitation) executed and/or delivered by Attorney shall bind the Principal and the Principal's heirs, distributees, legal representatives, successors and assigns.

## PURPOSE:

One of my purposes in granting this power of attorney to my Attorney is to ensure that I am provided with the highest quality of life possible. If I become incapacitated or otherwise ask my Attorney to act, which I specifically do by virtue of execution of this power of attorney, I intend my agent to manage my assets and exercise my legal rights in a manner that provides me with any assistance or comforts necessary or advisable for my well-being.

I direct my Attorney to enquire about and attempt to comply with my preference for living situations, health care services, and financial management. I direct my Attorney to take any action necessary or advisable and to expend any funds necessary to provide me with my expressed preferences. **I direct that my Attorney have complete access to all of my medical information and my Attorney is specifically granted the authority to make health care decisions for me regardless of my incapacity. I waive any physician-patient privilege or other privilege which otherwise would protect me against the disclosure of confidential information and authorize the release of any of my medical information to my Attorney.**

If I am unable to continue to live in my home or other living environment, I direct my Attorney to work with my health care representative to locate a living situation that closely reflects my preferences for a living environment. My Attorney may employ a geriatric case manager to assist with locating and coordinating with a living facility that closely reflects my personal preference. My Attorney must make any expenditures necessary or advisable to make my new living environment as comfortable and pleasant as possible, including but not limited to expending funds for furniture, furnishings, and improvements.

If necessary in order to obtain the opinion of a physician or other specialist regarding my incapacity, I waive any physician-patient privilege or other privilege which otherwise would protect me against the disclosure of confidential information and authorize the release of any of my medical information to my Attorney.

## LIMITATION OF LIABILITY

For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, medical personnel, and or other party to act in accordance with the powers granted in this Power of Attorney, the Principal hereby represents, warrants and agrees that, if this Power of Attorney is terminated for any reason whatsoever, the Principal and the Principal's heirs, distributees, legal representatives, successors and assigns will save such party or parties harmless from any loss suffered or liability incurred by such party or parties in acting in accordance with this Power of Attorney prior to such party's or parties' receipt of written notice of any such termination.

///

///

///

### **ARTICLE III**

#### **REVOCATION OF PRIOR POWERS OF ATTORNEY**

This Power of Attorney revokes any prior Power of Attorney (General or Durable) executed previously by Principal.

### **ARTICLE IV**

#### **SIGNATURE BY ATTORNEY**

When signing on behalf of Principal under this Power of Attorney, Attorney shall sign as follows:

“ THOMAS P. STIMSON, Attorney-in-Fact.”

### **ARTICLE V**

#### **NOMINATION OF SUCCESSOR**

I nominate and appoint my son, BRIAN STIMSON, as Successor Attorney, to serve by virtue of the authority herein granted. The condition under which any person named above as successor attorney may exercise any powers set forth herein is that any person who is at the time authorized hereunder to serve as my Attorney shall be unable or unwilling to serve or continue to serve as Attorney, then the Successor Attorney named above shall be fully authorized to serve hereunder and shall have all of the powers granted originally to my Attorney and the term "Attorney" shall refer to such person so serving. Any Successor Attorney may execute an affidavit that my Attorney is unable or unwilling to serve or continue to serve and such affidavit shall be conclusive evidence, insofar as third parties are concerned, of the facts set forth therein, and in such event, any person acting in reliance upon such affidavit shall incur no liability to the estate because of such reliance.

### **ARTICLE VI**

#### **DECLARATION OF PRINCIPAL**

Principal declares that the following is correct:

1. Principal has been advised in regard to this General Power of Attorney.

////

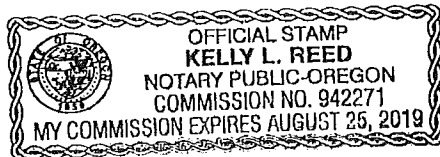
2. Principal understands that the General Power of Attorney gives to Attorney nominated herein broad powers to dispose, sell, convey and encumber Principal's real and personal property and to make medical decisions without the need for a determination of my incapacity; and
3. Principal understands that these powers for the General Power of Attorney will exist for an indefinite period of time unless their duration has been limited in this document.

DATED this 29<sup>th</sup> day of April, 2019.

*Doris A. Stimson*  
DORIS A. STIMSON

STATE OF OREGON           )  
                                          )ss.  
County of Washington    )

SUBSCRIBED AND SWORN to before me this 29<sup>th</sup> day of April, 2019.



*Kelly L. Reed*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8-25-19