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Skagit County Auditor

2/22/2016 Page

1 of

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WHEN RECORDED RETURN TO:

Barbara A. Harlan
2537 Hewlett Court
Bellingham, WA 98229

GUARDIAN NORTHWEST TITLE CO.

DOCUMENT TITLE(S):

Durable Power of Attorney of William Eugene Harlan

A110860
COPY

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTORS:

William E. Harlan

GRANTEES:

Barbara Ann Elliott-Harlan

ABBREVIATED LEGAL DESCRIPTION:

The East 1/2 of Lot 18, and all of Lots 19 and 20, Block 112, "CITY OF ANACORTES", according to the plat recorded in Volume 2 of Plats, Page 4, records of Skagit County, Washington.

TAX PARCEL NUMBER(S):

P55715, 3772-112-020-0017

DURABLE POWER OF ATTORNEY

OF

WILLIAM EUGENE HARLAN

1. **Designation.** The undersigned individual domiciled and residing in the State of Washington, as authorized by RCW 11.94.010, designates **BARBARA ANN ELLIOTT-HARLAN** as attorney-in-fact to act for the principal [who may hereafter become disabled or incompetent, as defined in paragraph 4 below]. In the event **BARBARA ANN ELLIOTT-HARLAN** is unable or unwilling to so act, the undersigned designates as attorney-in-fact **EDGAR WALL HARLAN** to act as attorney-in-fact to act for the principal.

2. **Powers.** The attorney-in-fact, as fiduciary, 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, including, but not limited to, the power to sell, convey, transfer, or encumber my community and separate estate, both real and personal, upon such terms and conditions, and under such circumstances as he or she shall deem fit and proper. Further, the attorney-in-fact shall have all powers as are necessary or desirable to provide for the support, maintenance, health, emergencies and urgent necessities of the disabled or incompetent principal. In furtherance of and not by way of limitation, my attorney-in-fact shall have all authority to do the following:

2.1 **Accounts Receivable.** To demand, sue for, recover, collect and receive all sums of money, debts, accounts, legacies, rents, interest, dividends, annuities, insurance proceeds and other intangible amounts which are now due or shall hereafter become due, and which belong to me, and to use all lawful means for the recovery thereof, including but not limited to levy, attachment, and garnishment, and to compromise and settle any claims for funds due me.

2.2 **Accounts Payable.** To pay any just and lawful debt, account, rent, interest, principal, judgments or other demands that are now due or may hereafter become due, owing or payable by me.

2.3 **Real Estate.** To agree to purchase or sell any real estate or interest therein by written earnest money agreement or other written document, to purchase or sell real estate or any interest therein by deed, real estate contract or other appropriate document, to take possession of any real estate owned by me by any lawful means and to institute suit for such possession if necessary. In this regard, my attorney-in-fact shall have the right to institute suit for unlawful detainer, foreclosure of mortgage or to quiet title and to forfeit any real estate contract or foreclose any deed of trust by judicial or nonjudicial means, to rent real estate for my use or rent any real estate belonging to me to others, and to execute any rental agreements or leases on my behalf, to plat, subdivide and develop any real estate owned by me and to dedicate any plat, street, alley or public way, to authorize and contract for

**DURABLE POWER OF ATTORNEY
OF WILLIAM EUGENE HARLAN**

any improvements to or repairs to real estate owned by me. To carry out the terms of this paragraph and without limiting the authority of my attorney-in-fact, my attorney-in-fact shall have the authority to execute any and all documents on my behalf, including but not limited to, escrow, collection and closing instructions, closing statements and loan applications.

2.4 **Personal Property.** To agree to purchase or sell or transfer any personal property or interest therein regardless of whether tangible or intangible and including, but not limited to, corporate, municipal or partnership equity, stocks, bonds and/or debt securities, by written document; to purchase, sell or transfer any personal property or interest therein by bill of sale or other appropriate document; to rent personal property for my use or rent personal property belonging to me to others and execute any rental agreements or leases on my behalf, to take possession of any personal property owned by me by any lawful means and to institute suit for such possession if necessary, to authorize and contract for any improvements to or repairs to personal property owned by me.

2.5 **United States Treasury Bonds.** The attorney-in-fact shall have the authority to purchase United States Treasury bonds, which may be redeemed at par in payment of federal estate tax.

2.6 **Loans and Investments.** To loan and invest any monies now in my possession or hereafter acquired by me and to accept any note, mortgage, deed of trust or security interest in any tangible or intangible personal property as my attorney-in-fact shall think fit and to release, satisfy or reconvey, in whole or in part, any such security interest.

2.7 **Borrowing.** To borrow any funds in my name, secured or unsecured, in such amount and upon such terms and conditions as my attorney-in-fact shall think fit, and to execute any note, mortgage, deed of trust, or security interest in any tangible or intangible personal property granting the lender a security interest in my property in such manner as my attorney-in-fact shall think fit.

2.8 **Bank Accounts.** To make deposits to and withdrawals from, and to open and close any savings or checking account, or any certificate of deposit or money market fund in my name alone, or in my name and the names of others, and to carry out the terms of this paragraph, to endorse my name on any check, draft or money order for deposit into such account.

2.9 **Safe Deposit Box.** To have access to the contents of any safe deposit box in my name, or in my name and the name of others.

2.10 **Business or Farm Property.** To operate any business or farm property in such manner as my attorney-in-fact shall think fit, including the right to exercise with respect to the management and disposition thereof all of my rights and powers, including the authority to broaden, limit or change the scope or nature of the business or farm property.

2.11 **Gifts.** To make annual gifts to any person(s) and/or entities, in such amounts as my attorney-in-fact shall deem appropriate, whether or not such gift would exceed the annual gift tax exclusion (or my lifetime exemption) allowed by the Internal Revenue Code or the law of any state in which I am domiciled at the time such gift is made. In making any such gift, my attorney-in-fact should consider any pattern of giving established by me, my ability to continue making such gift or gifts, my continued health and well-being, the impact of inflation upon the value of such gifts, reduction of death taxes at the time of my death and other estate planning considerations, including the preservation of my estate for my eventual heirs. My attorney-in-fact shall not be deemed to have breached any fiduciary duty to me by reason of gifts made or withheld in good faith.

2.12 **Disclaimers.** My attorney-in-fact is authorized to disclaim pursuant to the laws of the State of Washington and the Internal Revenue Code all or any assets, property or interests to which I might be entitled as a beneficiary. In disclaiming, my attorney-in-fact may rely with acquittance on the advice of my attorney regarding my estate planning objectives.

2.13 **Estate Planning.** To revoke, on my behalf, any community property agreement, joint tenancy agreement or revocable trust. I do not intend that my attorney-in-fact change the substance of my estate plan, keeping in mind, however, the fact that tax and distribution laws change and the needs of my beneficiaries may change, and to that end, I grant my attorney-in-fact the power set forth in this paragraph for the purpose of reducing death taxes and to facilitate the transfer of property at the time of my death.

2.14 **Authorization Regarding Health Care.** My attorney-in-fact is authorized in my attorney-in-fact's sole discretion to exercise the powers granted herein relating to matters involving my health and medical care. In exercising such powers, my attorney-in-fact should first try to discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner, however rudimentary. My attorney-in-fact is further instructed that if I am unable to give an informed consent to a proposed medical treatment, my attorney-in-fact shall give, withhold or withdraw such consent for me based upon any treatment choices that I have expressed while competent, whether under this document or otherwise. If my attorney-in-fact cannot determine the treatment choice I would want made under the circumstances, then my attorney-in-fact should make such choice for me based upon what my attorney-in-fact believes to be in my best interests. Accordingly, my attorney-in-fact is authorized as follows:

a. **Access to Medical Records and Other Personal Information.** To request, receive and review any information, verbal or written, regarding my personal affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that maybe required in order to obtain such information, and to disclose such information to such persons, organizations, firms or corporations as my attorney-in-fact shall deem appropriate.

b. **Employ and Discharge Health Care Personnel.** To employ and discharge medical personnel, including physicians, psychiatrists, dentists, nurses and therapists, as my attorney-in-fact shall deem necessary for my physical, mental and emotional well-being, and to pay them (or cause to be paid to them) reasonable compensation from my funds.

c. **Give, Withhold or Withdraw Informed Consent to Medical Treatment.** To give or withhold consent to any medical procedure, test or treatment, including surgery, except as specified below; to arrange for my hospitalization, convalescent care, hospice or home care; to summon paramedics or other emergency medical personnel and seek emergency treatment for me, as my attorney-in-fact shall deem appropriate; and under circumstances in which my attorney-in-fact determines that certain medical procedures, tests or treatments are no longer of any benefit to me or where the benefits are outweighed by the burdens imposed, to revoke, withdraw, modify or change consent to such procedures, tests and treatments, as well as hospitalization, convalescent care, hospice or home care which I or my attorney-in-fact may have previously allowed or consented to or which may have been implied due to emergency conditions. My attorney-in-fact's decisions should be guided by taking into account (i) the provisions of this document, (ii) any reliable evidence of preference that I may have expressed on the subject, either before or after the execution of this document, (iii) what my attorney-in-fact believes I would want done in the circumstance if I were able to express myself, and (iv) any information given to my attorney-in-fact by the physicians treating me as to my medical diagnosis and prognosis, and the intrusiveness, pain, risks and side effects associated with the treatment.

d. **Exercise and Protect Rights.** To exercise my right of privacy and my right to make decisions regarding my medical treatment even though the exercise of my rights might hasten my death or be against conventional medical advice.

e. **Authorize Relief from Pain.** To consent to and arrange for the administration of pain-relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including unconventional pain-relief therapies which my attorney-in-fact believes may be helpful, even though such drugs or procedures may lead to permanent physical damage, addiction or hasten the amount of (but not intentionally cause) my death.

f. **Grant Releases.** To grant, in conjunction with any instructions given under this article, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instructions given by my attorney-in-fact in connection with any matter described in this article from all liability from damages suffered or to a suffered by me; to sign documents titled or purporting to be a "Refusal to Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or release from liability required by a hospital or physician to implement my wishes regarding medical treatment or non-treatment.

g. **Provide for My Residence.** To make all necessary arrangements for me at any hospital, hospice, nursing home, convalescent home or similar establishment and to assure that all essential needs are provided for at such a facility.

h. **Provide for Companionship.** To provide such companionship for me as will meet my needs and preferences at a time when I am disable or otherwise unable to arrange for such companionship myself.

i. **Authorize Withdrawal of Life-Sustaining Treatment.** To withhold or withdraw life-sustaining treatment.

j. **Make Advance Funeral Arrangements.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my agent shall deem appropriate, if I have not already done so myself.

3. **Effectiveness.** This power of authority shall become effective upon disability or incompetence of the principal.

4. **Disability or Incompetence Defined.** Disability or incompetence shall include the inability to manage one's property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance. Disability or incompetence may be evidenced by a written statement of a qualified physician regularly attending the disabled or incompetent person and/or by other qualified individuals with knowledge of any confinement, or by a finding of a court having jurisdiction over the disabled or incompetent person.

5. **Duration.** This durable power of attorney becomes effective as provided in paragraph 3 above and shall remain in effect to the extent permitted by RCW 11.94.010 or until revoked or terminated under paragraph 6 or 7 hereof, notwithstanding any uncertainty as to whether the principal is dead or alive.

6. **Revocation.** This power of attorney may be revoked, suspended or terminated, in writing, by the principal with written notice to the designated attorney-in-fact and by recording the original written instrument of revocation in the office of the recorder or auditor of King County, Washington.

7. **Termination.**

a. **By Appointment of Guardian.** The appointment of a general guardian for the principal vests in the guardian, with court approval, the power to revoke, suspend or terminate this power of attorney.

b. **By Death of Principal.** The death of the principal shall be deemed to revoke this power of attorney upon actual knowledge or actual notice being received by the attorney-in- fact.

8. **Nomination of Guardian or Limited Guardian.** Pursuant to RCW 11.94.010, the principal nominates the designated attorney-in-fact as the principal's guardian or limited guardian of the person and estate of the principal for consideration by the court if protective proceedings for the principal's person or estate are hereafter commenced.

9. **Accounting.** The attorney-in-fact shall not be required to account to any subsequently appointed personal representative or general guardian.

10. **Reliance.** The designated and acting attorney-in-fact, and all persons dealing with the attorney-in-fact, shall be entitled to rely upon this power of attorney so long as neither the attorney-in-fact nor any person with whom the attorney-in- fact was dealing at the time of any act taken pursuant to this power of attorney, had received actual knowledge or actual notice of any revocation, suspension or termination of the power of attorney by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees or personal representatives of the principal. For the purpose of inducing any individual, organization, or entity (including, but not limited to, any physician, hospital, nursing home, insurer, or other party, all of whom will be referred to in this article as a "person") to act in accordance with the instructions of my attorney-in-fact as authorized by this document, I hereby represent, warrant and agree that:

10.1 **Reliance on Attorney-in-Fact's Authority and Representations.** No person who relies in good faith upon the authority of my attorney-in-fact under this document shall incur any liability to me, my estate, my heirs, successors or assigns. In addition no person who relies in good faith upon any representation my attorney-in-fact may make as to:

- a. The fact that my attorney-in-fact's powers are then in effect,
- b. The scope of my attorney-in-fact's authority granted under this document,
- c. My competency at the time this document is executed,
- d. The fact that this document has not been revoked, or,
- e. The fact that my attorney-in-fact continues to serve as my attorney-in-fact, shall incur any liability to me, my estate, my heirs, successors or assigns for permitting my attorney-in-fact to exercise any such authority.

11. **Indemnity.** The estate of the principal shall hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the principal.

12. **Applicable Law.** The laws of the State of Washington shall govern this power of attorney.

13. **Execution.** This power of attorney is signed this 25TH day of August 2002, to become effective as provided on paragraph 3.

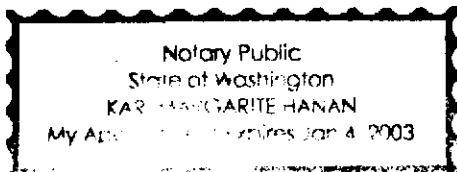
William E. Harlan
WILLIAM EUGENE HARLAN

DOMICILED AND RESIDING AT
ANACORTES, WASHINGTON

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

This is to certify that on the 25th day of August 2002, before me, the undersigned Notary Public, personally appeared **WILLIAM EUGENE HARLAN**, to me known to be the individual described in and who executed the foregoing document, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kar Margarite Hanan
NOTARY PUBLIC in and for the
State of Washington.
My Commission Expires:

**DURABLE POWER OF ATTORNEY
OF WILLIAM EUGENE HARLAN**