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Skagit County Auditor

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**RECORDED DOCUMENT COVER SHEET**

**Document Title:** Durable Power of Attorney

**Grantor:** Raymond Doak Rempt

**Grantee:** Pamela L. Rempt

**Parcel No:** P58246 - 3809-113-022-0002

**Legal Description:** Lot 21 and 22, Block 1113, "NORTHERN PACIFIC ADDITION TO ANACORTES". Accrding to the plat thereof recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington. (Also shown of record as lot 10 of Survey recorded under Skagit County Auditor's File No. 200406290201).

## DURABLE POWER OF ATTORNEY OF RAYMOND DOAK REMPT

Raymond D. Rempt, the undersigned principal, domiciled and residing in the State of Washington, hereby revokes any previously executed powers of attorney and designates the following named person(s) as attorney-in-fact, or agent, to act for the undersigned as the principal.

**1. Designation.** Pamela L. Rempt is designated as attorney-in-fact for the undersigned principal. Pamela can be contacted at 360-299-2736. If Pamela is for any reason unable or unwilling to serve or continue to serve, Yohanan Rempt is designated as attorney-in-fact. Yohanan can be contacted at 360-223-3655.

**2. General 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. Without limiting the powers herein, the attorney-in-fact shall have full power, right and authority to sell, lease, rent, exchange, mortgage and otherwise deal in and with any and all property, real or personal, belonging to the principal the same as if he or she were the absolute owner thereof. In addition, the attorney-in-fact shall have specific powers including, but not limited to the following:

**2.1. Real Property.** Purchase, take possession of, lease, sell, convey, exchange, release and encumber real property or any interest in real property, EXCEPT, the attorney-in-fact may NOT lease, sell, convey, exchange, release or encumber in any manner the principal's real property located at 631 San Juan Drive, Friday Harbor, Washington.

**2.2. Personal Property.** Purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property, including any property and funds in any brokerage or bank account.

**2.3. Claims Against Principal.** Pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the principal and, in so doing, may but is not obligated to use any of the assets of the attorney-in-fact and obtain reimbursement out of the principal's funds or other assets.

**2.4. Financial Accounts.** Deal with any bank or brokerage account maintained by or on behalf of the principal with institutions (including, without limitation, banks, savings and loan associations, credit unions and securities dealers). This shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts and to make

deposits and withdrawals with respect to all such accounts. Pamela L. Rempt, or her successor attorney-in-fact, has the authority to access and withdraw from retirement accounts and annuity accounts at any financial institution, including but not limited to Boeing Employees Credit Union.

**2.5. Monies Due.** Request, demand, recover, collect, endorse and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the principal.

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

**2.7. Transfers to Qualify for Assistance.** Make transfers of the principal's property, including but not limited to gifts to the undersigned principal's spouse and immediate family, for the purpose of qualifying the principal for governmental medical assistance to the full extent provided by law.

**2.8. Transfers.** Make transfers of property to any trust whether or not created by the principal.

**2.9. Trust Distributions.** Exercise the principal's rights to distribute property in trust or cause a trustee to distribute property in trust to the extent consistent with the terms of the trust agreement.

**2.10. Safe Deposit Boxes.** Enter any safe deposit box to which the principal has a right of access and deposit property thereto or remove property therefrom.

**2.11. Mail.** Receive, open, redirect and return any of the principal's mail, and change the mailing address of the principal as the attorney-in-fact deems appropriate.

**2.12. Securities.** Sign, endorse, sell, exchange, assign, or otherwise transfer title to the principal's stocks, bonds, certificates of indebtedness or other securities of any nature.

**2.13. Disclaimers.** Disclaim, in whole or in part, any interest in property, whether outright, in trust, or otherwise, so long as in the sole discretion of the attorney-in-fact such disclaimer would not be detrimental to the best interest of the principal, and would be in the best interests of those interested in the estate of the undersigned principal and those who take as a result of any such disclaimer.

**2.14. Insurance.** Deal with any insurance company or governmental agency concerning any matters related to existing or proposed insurance coverage for the benefit or protection of the principal including but not

limited to life, health, liability, and property insurance, except as provided in paragraph 2.19 below.

**2.15. Taxes.** Submit all federal and state income tax and gift tax returns on behalf of the principal and to pay all such taxes as may be due and resolve all tax matters.

**2.16. Audits.** Represent the undersigned principal during audits, appeals, and lawsuits related to any income or gift tax return filed on behalf of the principal, to execute the Internal Revenue Service power of attorney on behalf of the taxpayer and to pay any assessments for interest or penalties levied against the principal in connection with such tax returns.

**2.17. Other Tax Matters.** Receive a check in payment of any refund of taxes, penalties, or interest, execute a waiver of restriction on assessment or collection of a deficiency or a waiver of notice of disallowance of a refund claim, execute a consent to extend the assessment or collection period, or execute a closing agreement on any income or gift tax return.

**2.18. Community Property Agreements.** Make, amend, alter, or revoke any of the principal's community property agreements.

**2.19. Estate Planning.** Except as provided in paragraphs 2.7, 2.8, and 2.9 above, the attorney-in-fact shall not have the power to make, amend, alter, or revoke any of the principal's life insurance, annuity, or similar contract beneficiary designations, employee benefit plan beneficiary designations, trust agreements, registration of the principal's securities in beneficiary form, payable on death or transfer on death beneficiary designations, designation of persons as joint tenants with right of survivorship with the principal with respect to any of the principal's property, transfer on death deeds, or any other provisions for nonprobate transfer at death contained in nontestamentary instruments described in RCW 11.02.091.

**3. Health Care Decisions.** The attorney-in-fact is authorized in the attorney-in-fact's discretion from time to time and at any time to exercise the authority described below relating to matters involving the principal's health care. In exercising the authority granted to the attorney-in-fact herein, the principal first directs the attorney-in-fact to try to discuss with the principal the specifics of any proposed decision regarding the principal's health care and treatment if the principal is able to communicate in any manner, however rudimentary. If the principal is unable to consent, or refuses to consent, to health care, and the attorney-in-fact cannot determine the choice the principal would want made under the circumstances, the attorney-in-fact shall give, withhold, modify, or withdraw such consent for the principal based on any health care choices that the principal may previously have expressed on the subject while competent, whether under this instrument or otherwise, including, but not limited to, the principal's desires concerning obtaining or refusing or withdrawing life-prolonging care, treatment, services, and procedures. If the attorney-in-fact cannot

determine the treatment choice the principal would want made under the circumstances, then the attorney-in-fact shall make such choice for the principal based on what the attorney-in-fact believes to be in the principal's best interests. Accordingly, the attorney-in-fact is authorized as follows:

**3.1. Power of Access and Disclosure of Medical Records and Other Personal Information.** To request, receive and review any information, verbal or written, regarding the principal's personal affairs or the principal's physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required to obtain such information, and to disclose or deny such information to such persons, organizations, firms or corporations as the attorney-in-fact shall deem appropriate. The principal intends for the attorney-in-fact to be treated as the principal would be with respect to the principal's rights regarding the use and disclosure of the principal's 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 USC 1320d and 45 CFR 160-164. The authority given the attorney-in-fact has no expiration date and shall expire only in the event that the principal revokes the authority in writing and delivers it to the principal's health care provider.

**3.2. Power to Employ and Discharge Health Care Personnel.** To employ and discharge health care personnel including physicians, psychiatrists, dentists, nurses, and therapists as the attorney-in-fact shall deem necessary for the principal's physical, mental and emotional well-being, and to pay them, or cause them to be paid, reasonable compensation.

**3.3. Power to Give, Withhold, or Withdraw Consent to Health Care Treatment.** To give, withhold, withdraw or modify consent to any health care procedures, tests or treatments, including surgery; to arrange for the principal's hospitalization, convalescent care, hospice or home care; to summon paramedics or other emergency medical personnel and seek emergency treatment for the principal, as the attorney-in-fact shall deem appropriate; to give, withhold, withdraw or modify consent to such procedures, tests and treatments, as well as hospitalization, convalescent care, hospice or home care which the principal or the attorney-in-fact may have previously allowed or consented to or which may have been implied due to emergency conditions. The attorney-in-fact's decisions should be guided by taking into account (1) the provisions of this instrument, (2) any reliable evidence of preferences that the principal may have expressed on the subject whether before or after the execution of this document, (3) what the attorney-in-fact believes the principal would want done in the circumstances if the principal were able to communicate, and (4) any

information given to the attorney-in-fact by the physicians treating the principal as to the principal's health care diagnosis and prognosis and the intrusiveness, pain, risks, and side effects of the treatment.

**3.4. Power to Exercise The Principal's Health Care Right of Privacy.** To exercise all state and federal rights that the principal may have, including but not limited to the principal's right of privacy to make health care decisions even though the exercise of those rights might hasten the principal's death or be contrary to conventional health care advice.

**3.5. Power to Authorize Relief from Pain.** To consent to and arrange for the administration of pain-relieving drugs of any kind, or other surgical or health care procedures calculated to relieve the principal's pain, including unconventional pain-relief therapies which the attorney-in-fact believes may be helpful to the principal, even though such drugs or procedures may lead to permanent physical damage, addiction or even hasten the moment of, but not intentionally cause, the principal's death.

**3.6. Power to Grant Releases.** To grant, in conjunction with any instructions given under this Article, releases to hospital staff, physicians, nurses and other health care providers who act in reliance on instructions given by the attorney-in-fact or who render written opinions to the attorney-in-fact in connection with any matter described in this Section 3 from all liability for damages suffered or to be suffered by the principal; to sign documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by any hospital or physician to implement the principal's wishes regarding medical treatment or nontreatment.

**4. Intent to Prevent Need for Guardianship.** It is the principal's intent that the power given to the attorney-in-fact designated herein be interpreted to be so broad as to obviate the need for the appointment of a guardian for the person or estate of the principal. If the appointment of a guardian or limited guardian of the person or estate of the principal is sought, however, the principal nominates the then acting attorney-in-fact designated above, if any, as the principal's guardian or limited guardian. If no one is then acting as attorney-in-fact, the principal nominates the person designated above as attorney-in-fact and successor attorneys-in-fact as guardian or limited guardian, in the same order of priority. If a guardian is appointed for the undersigned principal, the attorney-in-fact or agent, during the continuance of the appointment, shall account to the guardian rather than the undersigned principal. The guardian is to have the same power the undersigned principal would have had if the undersigned principal were not disabled or incompetent to revoke, suspend or terminate all or any part of the power of attorney or agency.

**5. Effectiveness.** The powers enumerated in this Power of Attorney shall become effective immediately, and shall not be affected by the subsequent disability of the principal.

**6. Duration.** This Durable Power of Attorney becomes effective as provided in Section 5 and shall remain in effect to the extent permitted by the laws of the State of Washington or until revoked or terminated under Sections 7 or 8, notwithstanding any uncertainty as to whether the principal is dead or alive.

**7. Revocation.** This Durable Power of Attorney may be revoked, suspended or terminated in writing by the principal with written notice to the designated attorney-in-fact, and if the same has been recorded, then by recording the written instrument of revocation with the Auditor of the county where the Durable Power of Attorney is recorded.

**8. Termination.**

**8.1. By Appointment of Guardian.** The appointment of a guardian of the estate of the principal vests in the guardian, with court approval, the power to revoke, suspend or terminate this Durable Power of Attorney as to the powers enumerated in Section 2 herein. The appointment of a guardian of the person empowers the guardian to revoke, suspend or terminate, with court approval, those powers concerning health care decisions as enumerated in Section 3 herein.

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

**9. Accounting.** The attorney-in-fact shall be required to account to the principal and any subsequently appointed personal representative.

**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 Durable Power of Attorney so long as neither the attorney-in-fact nor any person with whom he or she was dealing at the time of any act taken pursuant to this Durable Power of Attorney had received actual knowledge or actual notice of any revocation, suspension or termination of the Durable 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. In addition, third parties shall be entitled to rely upon a photocopy of the signed original hereof, as opposed to a certified copy of the same.

**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. Fee Schedule.** For services as attorney-in-fact, the attorney-in-fact shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

