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When Recorded-Return To:

**Skagit Law Group, PLLC
Brian E. Clark, Attorney at Law
P. O. Box 336
Mount Vernon, WA 98273**

DOCUMENT TITLE(s): *(or transactions contained therein)*

- 1. **DURABLE POWER OF ATTORNEY OF PHYLLIS CLARE**
- 2.
- 3.
- 4.

GRANTOR(s): *(last name, first name and initials)*

- 1. **PHYLLIS CLARE**
- 2.
- 3.
- 4. *Additional names on page _____ of document*

GRANTEE(s): *(Last name, first name and initials)*

- 1. **ANNE BACCO**
- 2. **BEAU MacGREGOR**
- 3. **LINDA MacGREGOR**
- 4. *Additional names on page _____ of document*

ABBREVIATED LEGAL DESCRIPTION: *(i.e., lot, block, plat or quarter, quarter, section, township and range):*

Additional legal on page _____ of document

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional reference numbers on page _____ of document

DURABLE POWER OF ATTORNEY

of

PHYLLIS CLARE

(Effective Immediately)

1. **Designations.** PHYLLIS CLARE, residing and domiciled in the state of Washington, as Principal, hereby revokes any and all Durable Powers of Attorney for financial and property matters previously executed by her, and designates her sister, ANNE BACCO, as attorney-in-fact, in the name, place and stead of Principal. In the event ANNE BACCO is unable or unwilling to so act, then the Principal appoints BEAU MacGREGOR as alternate or successor attorney-in-fact; and if he is unable or unwilling to so act, then the Principal appoints LINDA MacGREGOR as alternate or successor attorney-in-fact.

2. **Purpose.** The purpose in granting this Power of Attorney is to enable the attorney-in-fact to act in the Principal's place and stead in the absence and/or unavailability of the Principal, and to provide for the Principal's needs if the Principal should hereinafter become disabled or incompetent.

3. **Effectiveness.** This Power of Attorney shall be effective immediately and shall not be affected by the later disability of the Principal.

4. **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 following powers:

a. **Accounts of Financial Institutions.** To make deposits to and payments from any account in a financial institution including, but not limited to, banks, trust companies, mutual savings banks, savings and loan associations, credit unions and/or securities dealers. This shall further include the authority to maintain and close existing accounts; to open, maintain and close other accounts; and to make deposits, transfers and withdrawals with respect to all such accounts.

b. **Safe Deposit Box.** To enter any safe deposit box in which the Principal has the right of access.

c. **Real Property.** To have authority to purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.

d. **Personal Property.** To purchase, receive, take possession of, lease, sell, assign,

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endorse, exchange, release, mortgage, and pledge personal property, or any interest in personal property.

e. Transfers to Trust. To make transfers of property to any trust (whether or not created by the Principal) so long as the trust benefits the Principal alone and/or does not have dispositive provisions varying from those governing the property had it not been transferred into the trust.

f. Securities. To deal in any manner with all types of securities, including the right to transfer and sell securities.

g. Gifts. To make gifts to any relative of the Principal. In making any such gift, the attorney-in-fact shall consider a pattern of giving established by the Principal, the Principal's ability to continue making such gift or gifts, the Principal's continued health and well-being, the impact of inflation upon the value of such gifts, the reduction of death taxes at the time of the Principal's death, and other estate planning considerations. The attorney-in-fact shall not breach any fiduciary duty to the Principal by reason of gifts made or withheld in good faith.

h. Disclaimer. To renounce or disclaim any interest otherwise passing to the Principal by intestate or testate succession or by inter vivos transfer. In so disclaiming, the attorney-in-fact may rely with acquittance upon the advice of the Principal's attorney regarding the Principal's estate planning objectives.

i. Federal Taxes. To make all tax returns and pay all taxes required by law, including federal, state and gift returns, and to file all claims for abatement and/or refund, and other papers relating thereto.

j. Monies Due. To request, demand, recover, collect, endorse, and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents, and payments due the Principal.

k. Transfer of Assets. To make any transfer of resources not prohibited under Chapter 74.09 RCW, as now or hereafter amended or recodified, when the transfer is for the purpose of qualifying the Principal for medical assistance or limited casualty program for the medically needy, or for the purpose of preserving for the Principal, or Principal's relative(s), the maximum amount of property allowed under applicable law if an application has been made for governmental medical assistance, or in anticipation of such application. In addition to the authority herein granted, the attorney-in-fact shall have the further authority to make transfers of resources not otherwise prohibited under state or federal law for the purpose of avoiding the application of any lien under RCW Chapter 74.09 and RCW 43.20(b) as now or hereinafter amended or recodified.

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1. **Delegation of Authority.** To delegate, in writing, to any alternate or successor attorney-in-fact named above, any authority granted under this Power of Attorney. Any such appointment of a temporary attorney-in-fact or delegation of authority shall set forth the period for which it is valid and specify the limits, if any, of such appointment or delegation during such period.

5. **Health Care Decisions.** The attorney-in-fact is authorized to consent to such medical care and treatment as is necessary for the Principal's well being. If the Principal is terminally ill, the attorney-in-fact shall have the power to consent to the withdrawal and/or withholding of life-sustaining procedures consistent with the terms of any Health Care Directive executed by the Principal. Insofar as the terms of this instrument are inconsistent with the terms of any Health Care Directive or other special Health Care Power of Attorney, the terms of the special Health Care Power of Attorney and/or Health Care Directive shall prevail.

6. **Revocation.** The Principal may revoke this Power of Attorney at any time by giving the attorney-in-fact written notice, personally delivered or mailed to the last known address for the attorney-in-fact.

7. **Termination.** This Power of Attorney shall be terminated upon receipt of written notice or actual knowledge by the attorney-in-fact of the death of the Principal and further may be terminated by the guardian of the estate of the Principal following court approval of such termination. Should the court need to appoint a guardian, the Principal desires that the attorney-in-fact or the alternate attorney-in-fact herein named be appointed by the court.

8. **Accounting.** The attorney-in-fact shall be required to account to any subsequently appointed guardian of the estate of the Principal, or personal representative of the estate of the Principal.

9. **Reliance.** The attorney-in-fact and any person dealing with the attorney-in-fact each shall be entitled to rely upon this Power of Attorney so long as such party has not received actual knowledge or actual notice of revocation, suspension or termination of the Power of Attorney, by death or otherwise. Any action so taken in good faith, unless otherwise invalid or unenforceable, shall be binding on the heirs, legatees, devisees and personal representative of the Principal. Third parties shall be entitled to rely upon a photocopy of the signed original of this document.

10. **Indemnification.** The estate of the Principal shall hold harmless and indemnify the attorney-in-fact from any and all liability for acts done in good faith.

11. **Costs and Compensation.** The attorney-in-fact shall be reimbursed for all costs and expenses reasonably incurred and shall receive at least annually, without court approval, such

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reasonable compensation for services performed as the attorney-in-fact as is reasonable in the community for like services performed as attorney-in-fact and/or as guardian of the estate.

12. **Applicable Law.** The laws of the State of Washington shall govern this Power of Attorney.

IN WITNESS WHEREOF, the undersigned has executed this Durable Power of Attorney on this 26 day of October, 2004, to become effective as provided in paragraph 3.

Phyllis Clare
PHYLLIS CLARE
Principal

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)
) Whatcom

I certify that I ~~know~~ or have satisfactory evidence that **PHYLLIS CLARE** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 26 October, 2004.

Laura Lesley Vestanen
NOTARY PUBLIC
LAURA LESLEY VESTANEN
(Type or Print Name)
My Commission Expires: 9/22/07

