

Return Address:

James H. Alley
60625 State Route 20
Marblemount, WA 98267



200407090122
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

112654.52

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

1. General Durable Power of Attorney
- 2.
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:
(on page of documents(s))**

Grantor(s)

1. Elizabeth J. Alley
- 2.
- 3.
- 4.

Additional Names on page of document.

Grantee(s)

1. James H. Alley
- 2.
- 3.
- 4.

Additional Names on page of document.

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

Tract A SP7-78 6-35-11

Additional legal is on page of document.

Assessor's Property Tax Parcel/Account Number

351106-0-019-0207, P45816

The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

GENERAL DURABLE POWER OF ATTORNEY

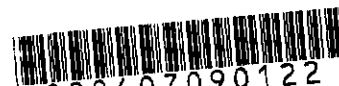
ELIZABETH J. ALLEY, domiciled and residing in the State of Washington, as authorized by RCW 11.94 hereby revokes any other powers of attorney which the principal may have previously executed, and acknowledges any powers of attorney executed contemporaneous herewith, and hereby executes this Durable Power of Attorney, as follows:

1. **Designations:** The following individual is designated as attorney in fact for the principal in descending order of preference:

**JAMES H. ALLEY
LEAH J. OWEN
GARRY S. ALLEY**

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, without limitation, the power and authority to:

- 2.1 Make deposits to, and payments from, any account in a financial institution in the name of the principal, and enter any safe deposit box to which the principal has a right of access and deposit or remove property therefrom.
- 2.2 Sell, exchange, or otherwise transfer title to the principal's stocks, bonds, or other securities.
- 2.3 Sell, convey, exchange or otherwise transfer or encumber any real or personal property of the principal.
- 2.4 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 interests of the principal, and would be in the best interests of those interested in the estate of the principal and of those who take as a result of any such disclaimer.
- 2.5 Make, amend, alter or revoke any community property agreement, agreement as to status of property, or other document of similar import entered into by the principal and the principal's spouse, and make, amend, alter or revoke any of the principal's life insurance beneficiary designations and retirement plan beneficiary designations so long as in the sole discretion of the attorney-in-fact such action would be in the best interests of the principal and those interested in the principal's estate.
- 2.6 Prepare, or arrange for the preparation of, all federal and state income tax and gift tax returns on behalf of the principal, execute and submit such returns, and pay all such taxes as may be due.
- 2.7 Represent the principal with respect to audits, appeals, and lawsuits related to any income or gift tax return filed on behalf of the principal, and pay any assessments for interest or penalties levied against the principal in connection with such tax returns.



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2.8 Make transfers of the principal's property, both real and personal, to any trust created by the principal of which the principal is the primary beneficiary during the principal's life.

2.9 Make transfers of the principal's property, including but not limited to transfers to the principal's spouse and gifts to the principal's children, for the purpose of qualifying the principal for governmental medical assistance to the full extent provided by law should there be a need for medical care or for the purpose of preserving for the principal's spouse the maximum amount of property allowed under applicable law if any application has been made for governmental medical assistance for the principal. Any transfers made pursuant to this paragraph shall be deemed not to be a breach of fiduciary duty by the attorney-in-fact. [This paragraph shall only be effective if the principal has signed herein]


ELIZABETH J. ALLEY

2.10 Make gifts, whether outright or in trust, to the relatives of the principal and the spouses of any such relatives, in accordance with any pattern of making gifts to such persons which the principal has established or planned to establish or in such amounts as the attorney-in-fact shall determine appropriate so long as such gifts would be in the best interests of the principal and those interested in the estate of the principal, such determination to be made in the sole discretion of the attorney-in-fact. [This paragraph shall only be effective if the principal has signed herein]

ELIZABETH J. ALLEY

2.11 Provide informed consent to (1) medical and surgical care and non-treatment for the principal, (2) the withholding or withdrawal of life-sustaining treatment for the principal, and (3) the admission of the principal to a medical, nursing, residential, or similar facility; enter into agreements for the principal's care; pay from the principal's assets reasonable expenses incurred with respect to the exercise of the authority granted herein to make health care decisions for the principal or with respect to the enforcement of any Directive to Physicians executed by the principal; and override the provisions of any Directive to Physicians executed by the principal.

Except as otherwise provided above, the attorney-in-fact shall not have the power to revoke or change any estate planning or testamentary documents previously executed by the principal, unless the document authorizes changes with court approval.

3. **Intent to Obviate 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, or if no one is then acting as attorney-in-fact, nominates the persons designated above as attorney-in-fact and successor attorneys-in-fact as guardian or limited guardian, in the same order of priority.

4. **Purposes:** 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.



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5. **Effectiveness:** This power of attorney shall not be affected by disability of the principal.

6. **Duration:** This power of attorney shall become effective upon receipt by the attorney in fact of written evidence of incompetency or disability of the principal as made by a qualified physician or other qualified persons with knowledge of any confinement, detention or disappearance. Disability shall include the ability to manage his or her 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.

7. **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 written instrument of revocation in the office of the auditor for the County in which the principal resides and in any other County where this Durable Power of Attorney has been recorded.

8. **Termination:**

8.1 By Appointment of Guardian: The appointment of a guardian of the estate of the principal will vest in the guardian, with court approval, the power to revoke, suspend or terminate this power of attorney. The appointment of a guardian of the person only does not empower the guardian to revoke, suspend or terminate this power of attorney.

8.2 By Death of Principal: The death of a principal shall be deemed to revoke this 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 any subsequently appointed personal representative, guardian or successor attorney in fact.

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 said 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.

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.

This power of attorney is signed on this 18 day of August, 1997, to become effective as provided hereinabove.

Elizabeth J. Alley
ELIZABETH J. ALLEY, Principal



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STATE OF WASHINGTON)

County of Skagit)

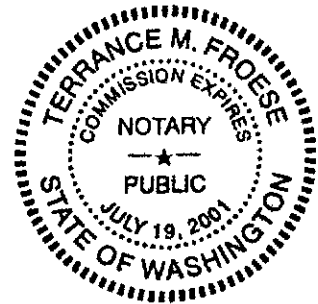
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On this day personally appeared before me **ELIZABETH J. ALLEY**, to me known to be the principal described in and who executed the foregoing General Durable Power of Attorney, and acknowledged to me that said principal signed and sealed the same as said principal's free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 18 day of August, 1997.

Terrance M. Froese
Terrance M. Froese

NOTARY PUBLIC in and for the
State of Washington, residing at Anacortes.
My Commission expires: 7-19-01



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