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Document Title: RECIPROCAL DURABLE POWERS OF ATTORNEY

Reference Number: JM- 1290

Grantor(s):

☐ additional grantor names on page ____

1. MERRITT LESTER C AND E BERNICE MERRITT

2.

Grantee(s):

☐ additional grantee names on page ____

1. MERRITT KRISTINE L

2.

Abbreviated legal description:

☐ full legal on page(s) ____

GOV LT 1 AND GOV LT 4 SEC 18 T 35 N R 3

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P34489 P113600 P34452

Recorded at Request of:
Jack R. Wallace, Attorney
P.O. Box 372
Burlington, WA 98233

FIRST AMERICAN TITLE CO.

JM-1290

ACCOMMODATION RECORDING ONLY

COVER SHEET FOR RECORDING PURPOSES

RECIPROCAL DURABLE POWERS OF ATTORNEY

Signature: MERRITT, Lester C. & E. Bernice Merritt

Attorney: MERRITT, Lester C.

Legal Description: Those ptns of Gov Lt1 & of Gov Lt4 in Sec 18,
T 35 N, R3 EWM additional legal on page 5 of document.

Tax Parcel Number: P34489, P113600, and P34452



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4 **RECIPROCAL DURABLE POWERS OF ATTORNEY OF**

5
6 **LESTER C. MERRITT and E. BERNICE MERRITT**
7 (Effective Upon Disability)

8 We hereby revoke that certain Reciprocal Durable Powers of
9 Attorney (Effective Upon Disability) executed in duplicate on
10 December 10, 1993.

11 1. **Designations.** Lester C. Merritt and E. Bernice Merritt,
12 husband and wife, residing and domiciled in the State of
13 Washington, as principals, each hereby individually designates the
14 other spouse as his/her attorney-in-fact in the manner hereinafter
15 defined pursuant to RCW 11.94. In the event one of the principals
16 is unable or unwilling to so act, then the principals appoint
17 **KRISTINE L. MERRITT**, as the alternate or successor attorney-in-
18 fact. In the event she is unable or unwilling to so act, then the
19 principals appoint **RANDAL C. MERRITT**, as the alternate or successor
20 attorney-in-fact. In the event Kristine L. Merritt or Randal C.
21 Merritt are unable or unwilling to so act, then the principals
22 appoint **ALAN L. MERRITT** as the alternate or successor attorney-in-
23 fact.

24 2. **Purpose.** The primary purpose in granting these Reciprocal
25 Powers of Attorney is to enable either principal to act in the
26 other's place and stead in the absence and/or unavailability of the
27 other. A secondary purpose of this reciprocal power of attorney is
28 to allow the attorney-in-fact to provide for the support,
maintenance, health, emergencies and urgent necessities of the
principal, should he or she hereinafter become disabled or
incompetent.

1 3. **Effectiveness.** The Durable Power of Attorney shall be
2 effective upon receipt by a named attorney-in-fact of written
3 evidence of the incompetency of the principal's spouse, as
4 determined by a court of competent jurisdiction; or receipt of a
5 written statement of determination of the disability of the
6 principal's spouse, which shall include the inability to
7 effectively manage his or her property and affairs for reasons such
8 as mental illness, mental deficiency, physical illness or
9 disability, advanced age, chronic use of drugs, chronic
10 intoxication, confinement, detention or disappearance. Such
11 written statement shall be made by the then regularly attending
12 physician of the principal's spouse, or if there is no then
13 regularly attending physician then by another qualified physician

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1 or by other persons with knowledge of any confinement, detention or
2 disappearance.

3 4. **Powers.** The attorney-in-fact, as fiduciary, shall have
4 all powers of an absolute owner over the assets and liabilities of
5 the principal, whether located within or without the State of
6 Washington including, but not limited to, the power for the
7 following:

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

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

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

21 d. **Personal Property.** To purchase, receive, take posses-
22 sion of, lease, sell, assign, endorse, exchange, release, mortgage
23 and pledge personal property, or any interest in personal property.

24 e. **Transfers to Trust.** To make transfers of property to
25 any trust (whether or not created by the principal) so long as the
26 trust benefits the principal(s) alone and/or does not have
27 dispositive provisions varying from those governing the property
28 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 of property owned by the
principal to the spouse of a principal and/or to any one or more of
a principal's descendants (if any), of whatever degree (including
the named attorney-in-fact if a spouse or descendant of principal)
in amounts not to exceed the greater of (i) the annual gift tax
exclusion currently available under IRC § 2503(b); or (ii) Ten
Thousand Dollars (\$10,000) annually with respect to any one gift to
an individual and gifts to any qualified charities not exceeding
Twenty Percent (20%) of my adjusted gross income for federal income
tax purposes in any one calendar year.

h. **Disclaimer.** To renounce or disclaim any interest
otherwise passing to me by intestate or testate succession or by

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1 inter vivos transfer. In so disclaiming, the attorney-in-fact may
2 rely with acquittance upon the advice of the principal's attorney
3 regarding the principal's estate-planning objectives.

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

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

11 k. **U.S. Treasury Bonds.** The attorney-in-fact shall have
12 the authority to purchase U. S. Treasury Bonds which may be
13 redeemed at par in the payment of federal estate tax.

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

24 6. **Revocation.** Either or both spouses while competent may
25 revoke this power of attorney by giving to the other, if living,
26 written notice personally delivered or mailed to the last known
27 address. Divorce, dissolution of marriage, or legal separation
28 shall effect automatic revocation of this power of attorney to each
spouse by the other.

7. **Termination.** This power of attorney shall be terminated
as to the deceased spouse 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 surviving or non-disabled
spouse shall be appointed.

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



1 knowledge or actual notice of revocation, suspension or termination
2 of the power of attorney by death or otherwise. Any action so
3 taken in good faith unless otherwise invalid or unenforceable shall
4 be binding on the heirs, legatees, devisees and personal
5 representatives of the principal.

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

9 11. Compensation. The attorney-in-fact shall be reimbursed
10 for all costs and expenses reasonably incurred and shall receive at
11 least annually, without court approval, such reasonable compensa-
12 tion for services performed as attorney-in-fact as is reasonable in
13 the community for like services performed as attorney-in-fact
14 and/or as guardian of the estate.

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

17 IN WITNESS WHEREOF, the undersigned have executed this
18 Reciprocal Powers of Attorney on this 30 day of March,
19 2002, to become effective as provided in paragraph 3.

20 Lester C. Merritt
21 Lester C. Merritt

22 E. Bernice Merritt
23 E. Bernice Merritt

24 STATE OF WASHINGTON)
25 COUNTY OF SKAGIT)

26 I certify that I know or have satisfactory evidence that
27 Lester C. Merritt and E. Bernice Merritt, husband and wife, are the
28 persons who appeared before me and that they signed this instrument
and acknowledged it to be their free and voluntary act for the uses
and purposes mentioned in the instrument.

DATED: March 30, 2002.

29 Barbara A. Schildt
30 Notary Public
31 BARBARA A. SCHILDT
32 (Print or Type Name of Notary)
33 My Appointment Expires: 8/19/04

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**EXHIBIT A
LEGAL DESCRIPTION**

Grantors: Lester & E. Bernice Merritt
Grantee: Lester Merritt as Trustee of the
Lester and Bernice Merritt Revocable Living Trust Agreement
Tax Parcels: #P34452, #P113600, and #P34489

PARCEL "A": (P34489)

Those portion of Government Lot 1 in Section 19 and of Government Lot 4 in Section 18, all in Township 35 North, Range 3 East W.M., lying within the following described tract:

Beginning at a point on the South line of said Government Lot 1 that bears West 1131 feet from its Southeast corner; thence following along the West side of the County road as now traveled North 1 degree 28' East 357 feet; thence North 10 degrees 01' East 183 feet; thence North 26 degrees 40' East 340 feet; thence leaving said road North 37 degrees 39' West, to the meander line of said Government Lot 4, Section 18; thence Southerly following the Government meander line to the South line of said Government Lot 1; thence East to the place of beginning.

PARCEL "B": (P113600 and P34452)

Government Lot 1 in Section 19; Government Lot 4 in Section 18; and that portion of the Southwest 1/4 of the Southeast 1/4 in Section 18 lying South and West of the Joe Leary Slough; all in Township 35 North, Range 3 East W.M., EXCEPT the seven following described parcels:

- 1.) Dike, ditch and County road rights-of way;
- 2.) Beginning at a point on the South line of said Government Lot 1 that bears West 1131 feet from its Southeast corner; thence following along the West side of the County road as now traveled North 1 degree 28' East 357 feet; thence North 10 degrees 01' East 183 feet; thence North 26 degrees 40' East 340 feet; thence leaving said road North 37 degrees 39' West, to the meander line of said Government Lot 4, Section 18; thence Southerly following the Government meander line to the South line of said Government Lot 1; thence East to the place of beginning.
- 3.) Beginning at a point 1602 feet West of the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 35 North, Range 3 East W.M.; thence North 4 degrees West 101.6 feet; thence West 154.5 feet; thence South 18 degrees West 432.2 feet; thence East 311.8 feet to the place of beginning.



- 4.) Commencing at a point 1602 feet West of the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 35 North, Range 3 East W.M.; thence South 4 degrees East 62 feet; thence Southwesterly on a curve to the left and along the Northerly boundary of the County road 323 feet; thence North 8 degrees 20' West, 214.3 feet; thence East 311.8 feet to the place of beginning.
- 5.) Beginning at the Northeast corner of said Section 19; thence West along the North line of said subdivision 1331.31 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 19; thence South 78 degrees 47'26" West for 2146.37 feet to the true point of beginning of this description on the Northwesterly margin of Bay View-Edison County Road; thence North 37 degrees 39' West for 129.01 feet; thence South 63 degrees 34'33" West for 152.94 feet to the Northeasterly boundary of those premises conveyed to George W. McKay, et al, by Deed dated September 30, 1924, and recorded October 9, 1924, on page 27, in Volume 134 of Deeds, records of Skagit County, Washington; thence South 37 degrees 39' East along said boundary for 192.06 feet to the Northwesterly margin of County road; thence North 39 degrees 50'29" East along said Northwesterly margin for 153.65 feet to the true point of beginning.
- 6.) The East 20 acres of said portion of the Southwest 1/4 of the Southeast 1/4 lying South and West of the Joe Leary Slough, as it existed on January 9, 1984; (the West line of said East 20 acres being drawn in a straight line parallel with the West line of said Southwest 1/4 of the Southeast 1/4).
- 7.) That portion of the said Government Lot 1 lying Southerly of the County road right of way known as the Bayview-Edison Road.

