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**WHEN RECORDED RETURN TO:**

Skagit County Auditor

\$74.00

6/16/2014 Page

1 of

3 12:08PM

Land Title and Escrow Company  
P.O. Box 445  
Burlington, WA 98233

**DOCUMENT TITLE(S):**  
Durable Power of Attorney

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTOR:**  
NORMA K JOHNSON

LAND TITLE OF SKAGIT COUNTY

**GRANTEE:**  
JANICE K. JOHNSON

149588 -  
02

**ABBREVIATED LEGAL DESCRIPTION:**

Unit 53, Cedars Condo., 3rd Amend.

**TAX PARCEL NUMBER(S):**  
4739-000-053-0000, P116253

**DURABLE POWER OF ATTORNEY  
OF  
NORMA K. JOHNSON**

THE UNDERSIGNED INDIVIDUAL, domiciled and residing in the State of Washington, as authorized by RCW 11.94.010, designates the following-named person as attorney in fact to act for the undersigned as the principal.

1. Designation. JANICE K. JOHNSON, daughter of the principal, is designated as attorney in fact for the principal. If for any reason she is unable or unwilling to so act, then SARAH DACZEWSKI, granddaughter of the principal, is designated as alternate attorney in fact for the principal with the same authority, rights and privileges as the primary attorney in fact, provided such authority shall exist and become effective only upon the death of the primary attorney in fact, the written declination of authority by the primary attorney in fact, or the certification by his or her physician as to such person's inability to continue to serve as primary attorney in fact.

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. The attorney in fact shall have the authority to sell, pledge, transfer, assign, commit or otherwise dispose of any and all assets of the principal including bank accounts, stocks, bonds, savings certificates, certificates of deposit, IRA accounts, treasury bills and real property, and the right to enter safe deposit boxes and to remove any contents therein, and the right to open, close, make deposits and withdrawals and otherwise manage any and all accounts (including IRAs) in financial institutions and brokerages. Said powers also include the ability to mortgage, transfer in trust or otherwise, encumber or hypothecate real or personal property of any nature. The attorney in fact shall specifically have the power and authority to alter, amend or revoke community property agreements; to make gifts of property owned by the principal; to make transfers of the property to any trust, whether or not created by the principal, in the event that the trust benefits the principal and does not have dispositive provisions which are different from those which would have governed the property had it not been transferred to the trust; to execute assignments of assets pursuant to R.C.W. Chapter 74.09, and to disclaim property if such appears appropriate to the attorney in fact. The attorney in fact shall not have the power to revoke or change any estate planning or testamentary documents previously executed by the principal except as provided above. The attorney in fact shall incur no personal liability for acts done as attorney in fact pursuant to the power and on behalf of the principal.

3. Powers Re: Governments. The attorney-in-fact shall have all powers that the principal may personally have in relation to governmental entities, including, but not limited to: the power to sign all federal tax returns and represent the principal in all federal tax matters; to represent the principal and sign all documents relating to Social Security, governmental support and/or payments and arrangements for payments for the principal's medical care and needs; and to receive confidential information relating to any and all governmental matters.

4. Gifts to Qualify for Assistance. The attorney in fact may make transfers of the principal's property, including but not limited to gifts to the principal's relatives (in the same proportions as in the estate plan of the principal) for the purpose of qualifying the principal for government medical assistance, or avoiding reimbursement for such from the principal's estate, to the full extent provided by law should there be a need for medical or nursing home care. Any transfers made pursuant to this paragraph shall not be deemed to be a breach of fiduciary duty by the attorney in fact. This paragraph shall not be construed to prohibit transfers which would cause there to be a waiting period or disqualification, if in the judgment of the attorney in fact, incurring the waiting period or disqualification is in the long run in the best interest of the principal and the principal's estate.

5. Health Care Decisions. In the event the principal becomes incapable of giving informed consent to health care decisions, the attorney in fact is granted full power and authority to make health care decisions for the principal, including the right to consent, refuse consent, or withdraw consent to any care, treatment, service, or procedure to maintain, diagnose or treat a physical or mental condition, and to receive and to consent to the release of medical information.

6. 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. The attorney-in-fact shall have the power to employ and discharge persons, including care givers, health care personnel, brokers, and investment advisors as the attorney-in-fact deems appropriate; to pay from the assets of the principal reasonable and necessary fees and costs incurred in carrying out the powers and duties under this document, including reasonable compensation and reimbursement to the attorney-in-fact; to enter into any agreement for the care of the principal; and to sign, seal, execute, deliver and acknowledge such documents in writing of whatever kind and nature as may be proper in accordance with the powers granted herein.



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7. Effectiveness. This power of attorney shall become effective immediately upon execution and shall not be affected by any future disability or incompetency of the principal.

8. Duration. The durable power of attorney becomes effective as provided in paragraph 7 above and shall remain in effect to the extent permitted by RCW 11.94 or until revoked or terminated under paragraph 9 or 10 hereof, notwithstanding any uncertainty as to whether the principal is dead or alive.

9. 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 recorder or auditor of each county in which this Power of Attorney has been recorded.

10. Termination.

a. By Appointment of Guardian. The appointment of a full guardian for the estate of the principal vests 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 or of a limited guardian without the specified power to revoke, suspend or terminate does not empower the guardian or limited guardian 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.

11. Accounting. The attorney in fact shall be required to account to the principal, any subsequently appointed personal representative or general guardian, or any heirs of the principal who so request.

12. 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.

13. 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.

14. Appointment of Guardian. If it should be necessary for a guardian, or limited guardian, to be appointed for the person or estate of the principal, JANICE K. JOHNSON is nominated as such guardian. If said person is unwilling or unable to act as such guardian, SARAH BACZEWSKI is nominated as such guardian.

15. Applicable Law. The laws of the State of Washington shall govern this power of attorney. The powers granted in Chapter 11.94 RCW as amended shall apply unless otherwise stated herein.

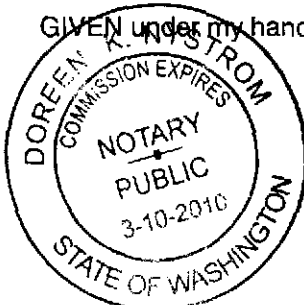
16. Execution. This power of attorney is signed this 26<sup>th</sup> day of October, 2007, to become effective as provided in paragraph 7.

Norma K. Johnson  
Norma K. Johnson  
DOMICILED AND RESIDING AT:  
1122 Sinclair Way  
Burlington, Washington 98233

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF Skagit )

On this day personally appeared before me NORMA K. JOHNSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26<sup>th</sup> day of October, 2007.



Doreen K. Nystrom  
NOTARY PUBLIC in and for the State  
of Washington, residing at Mount Vernon  
My appointment expires: 3/10/10



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