WHEN RECORDED RETURN TO: RYAN & DRIESSEN, INC., P.S. ÁTTÓRNEYS AT LAW 46 "A" STREET SE AUBURN WA 98002



Skagit County Auditor 5/24/2016 Page

\$78.00 1:59PM

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#### **OUIT CLAIM DEED**

THE GRANTOR FREDRICK W. SARGENT, a married man, for and in consideration of love and affection and to create separate property to the Grantee, conveys and quit claims to SANDRA J. SARGENT, a married woman as her separate property, the following described real estate, situated in the County of Skagit, State of Washington, tax parcel no(s), P63853 and P63854, together with all after acquired title of the Grantor(s) therein.

Lots 53 and 54 Cascade River Park No. 2 as per Plat Recorded in Volume 9 of Plats, Pages 20 and 21, Records of Skagit County, Washington.

FREDRICK

his

through

Sargent.

More Commonly Known as: \\$760 Boulder Place, Marblemount, Washington 98267.

SKAGIT COUNTY WASHINGTON 7 day of

Amount Paid

WASHINGTON)

) s.s.

COUNTY OF KING

On this day personally appeared before me, FREDRICK W. SARGENT, by and through his attorney-in-fact Sandra J. Sargent, to me known to be the individual(s) 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.

and and official seal this  $\underline{\cancel{19}}$  day of  $\underline{\cancel{Mus}}$ GIVEN under

STATE OF STA

Notary)Public in and for the State of Washington, residing at

2016.

SARGENT,

attorney-in-fact Sandra J.

WHEN RECORDED RETURN TO: RYAN LAW OFFICE, INC., P.S. 16 "A" STREET SE AUBURN WA 98002



# GENERAL AND DURABLE POWER OF ATTORNEY OF FREDRICK SARGENT AND SANDRA SARGENT

THE UNDERSIGNED SPOUSES, each as principals, domiciled, and residing in the State of Washington as authorized by RCW 11.94.010, designate the following named persons in the alternative as attorney-in-fact to act for either spouse.

#### 1. Designation.

The other spouse, if living, able and willing to serve, is designated as attorney-in-fact for the spouse as principal.

#### 2. Powers.

The attorney-in-fact, as fiduciary, shall have all powers of an absolute owner over the assets and liabilities of the principal and without limiting the generality of the foregoing shall have full power of sale, conveyance and encumbrance of real as well as personal property, all such powers being exercisable as well as to property located within or without the State of Washington. The attorney-in-fact shall not have the power to revoke or change any estate planning or testamentary documents previously executed by principal. Without in any way limiting the foregoing powers, the attorney-in-fact shall also have, as fiduciary, unlimited access to and the right to remove all or any contents from any safety deposit box of which the principal may be a tenant at any time during the period for which this power of attorney is effective, and the principal hereby agrees to hold harmless any safe deposit company from any liability arising out of its permitting, during the period that this power is effective, the attorney-in-fact to have access to or to remove the contents from any safety deposit box of which the principal may be a tenant.

### 3. Purposes.

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The attorney-in-fact shall have powers as are necessary or desirable to provide for the support, maintenance, health, emergencies and urgent necessities of the principal.

#### Effectiveness.

This power of attorney is immediately effective and shall continue despite any disability or incompetence, physical or mental, as certified by physicians, of the principal, all as provided by RCW 11.94 and as provided in Paragraph 12 herein. Disability shall include the inability to manage the principal's 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.

#### 5. <u>Duration</u>

This present and durable power of attorney shall remain in effect indefinitely and to the extent permitted by RCW 11.94 or until revoked or terminated under paragraph 6 or 7, notwithstanding any uncertainty as to whether the principal is dead or alive.

#### 6. Revocation by Spouse.

This power of attorney may be revoked, suspended or terminated in writing by both spouses or by either spouse with written notice to the other spouse, if living, otherwise, to the successor attorney-in-fact, and by recording the written instrument of revocation in the office of recorder or auditor of King County, Washington. This power of attorney to a spouse is deemed to be revoked by any subsequent decree of dissolution of marriage, by divorce, or by separation.

#### 7. Termination.

- a. <u>By Appointment of Guardian</u>: 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 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.
- b. <u>By Death of Principal</u>: 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.

#### 8. Accounting.

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Except for amounts properly expended pursuant to the provisions hereof, upon revocation or termination under paragraphs 5 and 6 herein, the attorney-in-fact shall be fully accountable to the principal or any subsequently appointed personal representative of the principal or the principal's estate for all assets with which the attorney-in-fact has dealt hereunder, provided that the attorney-in-fact shall not be liable for the loss or destruction by casualty or theft of assets held hereunder nor for any loss due to investment of the assets made by her or him in good faith. In addition to this accountability, upon request by the principal or any subsequently appointed personal representative of the principal or principal's estate, the attorney-in-fact shall be required to furnish to said requesting party, not more frequently than semi-annually, a written account of all her or his dealings with the principal's assets since the last such written accounting.

# 9. 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 he 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.

#### 10. Reimbursement and Fee.

The attorney-in-fact shall be entitled to reimbursement for all out-of-pocket expenses and costs in good faith incurred to fulfill the duties of the attorney-in-fact hereunder. In addition, the attorney-in-fact shall be entitled to a reasonable fee for services provided pursuant to the provisions hereof.

#### 11. <u>Indemnity</u>.

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 shall become effective upon the disability of the principal(s), and is intended to be a durable power of attorney as described in RCW 11.94.010, and effective upon the physical disability or mental incompetence of the

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principal(s). For the purposes of this instrument, "physical disability" shall mean the physical inability of the principal(s) to care for his/her own every day personal needs such as the taking of nourishment and/or attention to personal hygiene. The principal(s) shall be deemed to be mentally incompetent when so declared by his/her physician in writing.

## 13. Health Care Decisions.

Pursuant to RCW 11.94.010(3), the principals herewith also authorize the attorney-in-fact, or designated alternative, to provide informed consent for health care decisions.

The attorney-in-fact is also authorized to provide informed consent for the principal's health care decisions in the event of disability and/or incompetency.

14. Execution.

This power of attorney is signed on the 19 day of 15 day of become effective as provided in Paragraph 4.

PREDRICK SARGENT

SANDRA SARGENT

STATE OF WASHINGTON)

) s.s.

COUNTY OF KING

This is to certify that on the 19th day of November, 1999, before me, the undersigned Notary Public, personally appeared SANDRA SARGENT, to me known to be the individual described in and who executed the foregoing General and Durable Power of Attorney, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed, for the uses and process therein mentioned.

IN WITNESS WHEREOF, I have hereunto at the hand affixed my official

seal the day and year first above written.

Notary Public in and for the State of Washington, residing at Hadaru

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STATE OF WASHINGTON) ) s.s. COUNTY OF KING This is to certify that on the 4 day of \_ undersigned Notary Public, personally appeared FREDRICK SARGENT, to me known to be the individual described in and who executed the foregoing General and Durable Power of Attorney, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written. Notary Public in and for the of Washington, residing

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