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After recording return document to:

Adaptive Law Firm PS  
904 South Thired  
Mount Vernon, WA 98273 Unit

**DOCUMENT TITLE:** Special Real Estate Power of Attorney

**REFERENCE NUMBER OF RELATED DOCUMENT:**

**GRANTOR(S):** David McCallum

**ADDITIONAL GRANTORS ON PAGE 1 OF DOCUMENT.**

**GRANTEE(S):** Jodi Broughton

**ADDITIONAL GRANTEES ON PAGE 1 OF DOCUMENT.**

**ABBREVIATED LEGAL DESCRIPTION:** Unit 33, The Cedars, a Condominium

**ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) 2 OF DOCUMENT.**

**ASSESSOR'S TAX/PARCEL NUMBER(S):** P112594

## **Special Real Estate Power of Attorney of David McCallum**

I, David McCallum of 1012 Cypress Court, Burlington, WA 98233, am creating a durable special real estate power of attorney intended to comply with Washington law. This power of attorney does not revoke any powers of attorney previously granted by me as Principal or terminate any Agency relationships created by me.

MY REAL ESTATE AGENT MAY NOT EXERCISE THE AUTHORITY GRANTED UNDER THIS SPECIAL REAL ESTATE POWER OF ATTORNEY UNTIL THE EVENTS DESCRIBED IN ARTICLE TWO HAVE OCCURRED.

### **Article One**

#### **Appointment of Real Estate Agent**

##### **Section 1.01 Initial Real Estate Agent**

I appoint Jodi Broughton to serve as my Real Estate Agent.

##### **Section 1.02 Successor Real Estate Agent**

If Jodi Broughton resigns, dies, becomes incapacitated, is not qualified to serve, or declines or otherwise fails to serve, I appoint the following to serve as my successor Real Estate Agent, in the order named:

First: Sandi Lauer

Second: Laurie Newton

If any successor Real Estate Agent resigns, dies, becomes incapacitated, is not qualified to serve, or declines or otherwise fails to serve as my Real Estate Agent, I appoint the next successor Real Estate Agent named above to serve as my Real Estate Agent.

##### **Section 1.03 Authority to Delegate**

Any serving Real Estate Agent may delegate, in writing, any of the Real Estate Agent's authority granted under this Real Estate Power of Attorney. The serving Real Estate Agent making a delegation under this provision may revoke the delegation at any time.

##### **Section 1.04 No Person Under 21 Years of Age May Serve as Real Estate Agent**

No person named as my Real Estate Agent or successor Real Estate Agent may serve until that person has attained the age of 21 years.

### **Section 1.05 Prior or Joint Real Estate Agent Unable to Act**

A successor Real Estate Agent, or an Real Estate Agent serving jointly with another Real Estate Agent, may establish that the acting Real Estate Agent or joint Real Estate Agent is no longer able to serve as Real Estate Agent by signing an affidavit that states that the Real Estate Agent is not available or is incapable of acting. The affidavit may (but need not) be supported by a death certificate of the Real Estate Agent, a certificate showing that a guardian or conservator has been appointed for the Real Estate Agent, a letter from a physician stating that the Real Estate Agent is incapable of managing his or her own affairs, or a letter from the Real Estate Agent stating his or her unwillingness to act or delegating his or her power to the successor Real Estate Agent.

## **Article Two**

### **Effectiveness of Appointment - Durability Provision**

#### **Section 2.01 Effectiveness**

The authority granted to my Real Estate Agent under this Real Estate Power of Attorney will only become effective if I am incapacitated or I have executed a *Certification of Authorization by Principal* as provided in Section 2.02.

I am incapacitated, for all purposes of this Real Estate Power of Attorney, in any one of the following circumstances:

##### **(a) The Opinion of One Licensed Physician**

I am incapacitated whenever, in the opinion of one licensed physician, I cannot effectively manage my property or financial affairs due to age, illness, use of prescription medications, drugs or other substances, or any other cause.

I am restored to capacity whenever my personal or attending physician provides a written opinion that I can effectively manage my property and financial affairs.

I voluntarily waive any physician-patient privilege or psychiatrist-patient privilege that may exist in my favor and I authorize physicians and psychiatrists to examine me and disclose my physical or mental condition to my Real Estate Agent for purposes of this Real Estate Power of Attorney.

##### **(b) Court Determination**

I am incapacitated if a court of competent jurisdiction declares me disabled, incompetent, or legally incapacitated.

##### **(c) Detention, Disappearance, or Absence**

I am incapacitated whenever I cannot effectively manage my property or financial affairs because I have disappeared for more than 30 days or whenever I am detained under duress.

My Real Estate Agent may establish by an affidavit of my Real Estate Agent that I have disappeared or that I am detained under duress. The affidavit must describe the circumstances of my disappearance, absence, or detention and may be relied upon by any third party dealing in good faith with my Real Estate Agent.

#### **Section 2.02      Certification of Authorization by Principal**

If I have executed the *Certification of Authorization by Principal* attached as an exhibit to this Real Estate Power of Attorney, then the powers granted to my Real Estate Agent under this Real Estate Power of Attorney shall be immediately and fully effective.

#### **Section 2.03      Durability**

The authority granted to my Real Estate Agent under this Real Estate Power of Attorney shall not be affected by my subsequent disability, incompetency, incapacity, or lapse of time. If this Real Estate Power of Attorney becomes operative because of my disability or incapacity and if the authority granted to my Real Estate Agent becomes effective because of my incapacity and I am no longer incapacitated, as evidenced in the manner provided above, this Real Estate Power of Attorney shall not be revoked and my Real Estate Agent's power shall become effective again on my subsequent incapacity as provided above or on my subsequent certification that my Real Estate Agent is fully authorized to act under this Real Estate Power of Attorney as provided in Section 2.02.

#### **Section 2.04      Termination of Real Estate Power of Attorney**

This Real Estate Power of Attorney shall expire at the earlier of:

- (i) my death (except for post-death matters allowed under state law); or
- (ii) my revocation of this Real Estate Power of Attorney.

### **Article Three Real Estate Powers**

I grant my Real Estate Agent the powers described in this Article so that my Real Estate Agent may act on my behalf. In addition, my Real Estate Agent may do everything necessary to exercise the powers listed below.

My Real Estate Agent may exercise any power described in this Real Estate Power of Attorney on my behalf with respect to any real property I now own or may acquire in the future, including, but not limited to, the real property described in Schedule A attached hereto.

#### **Section 3.01      Real and Personal Property Sales and Purchases**

Unless specifically limited by the other provisions of this Real Estate Power of Attorney, my Real Estate Agent may:

- (i) sell, exchange, and convey any interest I own in any kind of property, real or personal, including homestead property under Washington law or the laws of any other state, and determine the terms of sale and grant options with regard to sales;
- (ii) dispose of sales proceeds on my behalf as my Real Estate Agent determines is appropriate;
- (iii) buy any kind of property, real or personal, including homestead property under Washington law or the laws of any other state, and determine the terms for buying property and may obtain options to buy property;
- (iv) arrange to insure purchased property, and otherwise arrange for its safekeeping;
- (v) borrow money for the purposes described in this Section and to secure the loan in any manner my Real Estate Agent determines is appropriate, and repay the loan from my funds;
- (vi) pay for any purchases made; and
- (vii) repay any cash advanced from my credit cards.

### **Section 3.02 Real Property Management**

My Real Estate Agent may manage any real property I now own or may acquire in the future, including my personal residence and homestead property under Washington law or the laws of any other state. Unless specifically limited by the other provisions of this Real Estate Power of Attorney, my Real Estate Agent may:

- (i) declare, create, or execute a homestead on my personal residence under Washington law or the laws of any other state; and terminate, abandon, release, or give a waiver on any interest I have in a homestead;
- (ii) lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this Real Estate Power of Attorney;
- (iii) eject and remove tenants or other persons from property, and recover the property by all lawful means;
- (iv) collect and sue for rents;
- (v) execute occupancy agreements on my behalf;
- (vi) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vii) subdivide, partition, develop, dedicate property to public use without consideration, and grant or release easements over my real property;
- (viii) maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;
- (ix) employ laborers;
- (x) obtain or vacate plats and adjust boundaries;

- (xi) adjust differences in the property's value on exchange or partition by giving or receiving consideration;
- (xii) release or partially release real property from a lien;
- (xiii) enter into any contracts, covenants, and warranty agreements regarding my real property that my Real Estate Agent considers appropriate; and
- (xiv) encumber property, including homestead property under Washington law or the laws of any other state, by mortgage or deed of trust.

### **Section 3.03      Tangible Personal Property Management**

My Real Estate Agent may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this Real Estate Power of Attorney, my Real Estate Agent may:

- (i) lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this Real Estate Power of Attorney;
- (ii) recover my property by all lawful means;
- (iii) collect and sue for rents;
- (iv) take possession of and use my property in order to exercise any authority granted in this Power of Attorney;
- (v) pay, compromise, or contest tax assessments and apply for tax assessment refunds;
- (vi) maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and
- (vii) grant security interests in my property.

My Real Estate Agent may accept tangible personal property as a gift or as security for a loan.

### **Section 3.04      Residence and Tangible Personal Property**

Without limiting any other authority granted in this Real Estate Power of Attorney, if my Real Estate Agent determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home, or similar facility, my Real Estate Agent may sell, lease, sublease, or assign my interest in my residence on terms and conditions that my Real Estate Agent considers appropriate.

As it relates to items of tangible personal property remaining in my residence, my Real Estate Agent may:

- (i) store and safeguard any items, and pay all storage costs;
- (ii) sell any items that my Real Estate Agent believes I will never need again on terms and conditions that my Real Estate Agent considers appropriate; or

- (iii) transfer custody and possession of any item to the person named in my estate planning documents as the person to receive that item upon my death.

## **Article Four**

### **Incidental Powers**

My Real Estate Agent may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this Real Estate Power of Attorney, including, but not limited to, commencement of court proceedings necessary to protect my legal rights and interests under this Real Estate Power of Attorney, and execution of appropriate legal documents necessary to exercise the powers granted under this Real Estate Power of Attorney.

## **Article Five**

### **Limitation on Powers**

All powers granted to my Real Estate Agent under this Real Estate Power of Attorney are subject to the limitations set forth in this Article.

#### **Section 5.01 My Real Estate Agent to Avoid Disrupting My Estate Plan**

If it becomes necessary for my Real Estate Agent to liquidate or reinvest any of my assets to provide support for me, I direct that my Real Estate Agent, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Real Estate Agent will use his or her best efforts to restore my plan as soon as possible. My Real Estate Agent will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Real Estate Agent and to provide copies of documents to my Real Estate Agent.

#### **Section 5.02 Tax Sensitive Powers**

No individual serving as my Real Estate Agent may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

- (i) cause any income generated by my property to be attributed to my Real Estate Agent for federal income tax purposes;
- (ii) cause the value of any property subject to this Real Estate Power of Attorney to be included in my Real Estate Agent's gross estate for federal estate tax purposes;
- (iii) cause any distribution made or allowed to be made by my Real Estate Agent to be treated as a gift from my Real Estate Agent; or

(iv) discharge a legal obligation of my Real Estate Agent.

If the exercise of a power by my Real Estate Agent under this Real Estate Power of Attorney would cause any of the foregoing results, a Special Real Estate Agent appointed under the provisions of Section 6.02 may exercise the power or discretion.

The Special Real Estate Agent appointed for this purpose must be an individual who is not related or subordinate to my Real Estate Agent within the meaning of Section 672(c) of the Internal Revenue Code.

## **Article Six**

### **Administrative Powers and Provisions**

This Article contains certain administrative powers and provisions that facilitate the use of the Real Estate Power of Attorney and that protect my Real Estate Agent and those who rely upon my Real Estate Agent.

#### **Section 6.01 Compensation and Reimbursement to Real Estate Agent**

If my Real Estate Agent is a professional (such as an attorney; accountant; geriatric care manager; professional guardian, conservator, or other fiduciary; or other professional, including entities that provide similar services), my Real Estate Agent is entitled to compensation for services rendered pursuant to this Real Estate Power of Attorney at such professional's then stated rates. If my Real Estate Agent is not a professional, my Real Estate Agent is entitled to such compensation at a reasonable rate under the circumstances.

Whether or not my Real Estate Agent is a professional, my Real Estate Agent is entitled to reimbursement for costs reasonably incurred while acting as my Real Estate Agent.

#### **Section 6.02 Appointment of a Special or Ancillary Real Estate Agent**

My Real Estate Agent may appoint, in writing, a corporate fiduciary or an individual to serve as Special Real Estate Agent to exercise any power under this Real Estate Power of Attorney. My Real Estate Agent may revoke any such appointment at will.

If my Real Estate Agent determines that it is necessary or desirable to appoint an Ancillary Real Estate Agent to act under this Real Estate Power of Attorney in a jurisdiction other than this one, my Real Estate Agent may do so. In making an appointment, my Real Estate Agent may sign, execute, deliver, acknowledge, and make declarations in any documents that may be necessary, desirable, convenient, or proper in order to carry out the appointment.

A Special or Ancillary Real Estate Agent may exercise all powers granted by this Real Estate Power of Attorney unless expressly limited elsewhere in this Real Estate Power of Attorney or by the instrument appointing the Special or Ancillary Real Estate Agent. A Special or Ancillary Real Estate Agent may resign at any time by delivering written notice of resignation to my Real Estate Agent. Notice of resignation shall be effective in accordance with the terms of the notice.



### **Section 6.03      Amendment and Revocation**

I may amend or revoke this Real Estate Power of Attorney at any time. Amendments to this document must be made in writing by me personally (not by my Real Estate Agent) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

If this Real Estate Power of Attorney is amended or revoked, no person will incur any liability to me or my estate as a result of permitting my Real Estate Agent to exercise any power authorized by this Real Estate Power of Attorney prior to that person's receipt of notice that it was amended or revoked.

### **Section 6.04      Resignation**

My Real Estate Agent may resign by the execution of a written resignation delivered to me (or my guardian if I am incapacitated and one has been appointed for me) and to any Real Estate Agent serving together with the resigning Real Estate Agent, or if none, to the next successor Real Estate Agent. If I am incapacitated, notice may be delivered to any person with whom I am residing or who has my care and custody.

### **Section 6.05      Signature of Real Estate Agent**

My Real Estate Agent shall use substantially the following form when signing documents on my behalf pursuant to this power:

*[Real Estate Agent's name]*, as Real Estate Agent for David McCallum.

### **Section 6.06      Interpretation**

This Real Estate Power of Attorney is a special power of attorney and should be interpreted as granting my Real Estate Agent only those powers specifically granted.

### **Section 6.07      Use of "Agent" Nomenclature**

The word "Agent" and any modifying or equivalent word or substituted pronoun includes the singular and the plural, as well as the masculine, feminine, and neuter genders, and includes the term "attorney-in-fact."

### **Section 6.08      Third-Party Reliance**

No person who relies in good faith on the authority of my Real Estate Agent under this Real Estate Power of Attorney will incur any liability to me, my estate, or my heirs, successors, and assigns. Any party dealing with my Real Estate Agent may conclusively rely upon an affidavit or certificate of my Real Estate Agent stating that:

- (i) the authority granted to my Real Estate Agent under this Real Estate Power of Attorney is in effect;
- (ii) my Real Estate Agent's actions are within the scope of my Real Estate Agent's authority under this Real Estate Power of Attorney;
- (iii) I was competent when I executed this Real Estate Power of Attorney;

- (iv) I have not revoked this Real Estate Power of Attorney; and
- (v) my Real Estate Agent is currently serving as my Real Estate Agent.

#### **Section 6.09      Governing Law**

This Real Estate Power of Attorney's validity and interpretation will be governed by Washington law. To the extent permitted by law, this Real Estate Power of Attorney is applicable to all of my real and personal property, wherever located, and whether or not the property is owned by me now or in the future.

#### **Section 6.10      Severability**

If any provision of this Real Estate Power of Attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

### **Article Seven**

#### **Duties and Liabilities of My Real Estate Agent**

##### **Section 7.01      Limitation of Liability of My Real Estate Agent**

I release and discharge any Real Estate Agent acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors, and assigns arising out of the acts or omissions of my Real Estate Agent, except for duties committed dishonestly, with improper motive, or with reckless indifference to the purposes of this Real Estate Power of Attorney or my best interests, including willful misconduct or gross negligence. This protection extends to the estate, heirs, successors, and assigns of my Real Estate Agent.

In particular, any Real Estate Agent who acts in good faith is not liable to any beneficiary of my estate plan for failure to preserve the plan, and absent a breach of duty to me, my Real Estate Agent is not liable if the value of my property declines.

### **Article Eight**

#### **Acceptance of Appointment as Real Estate Agent**

Any manifestation of acceptance of appointment as Real Estate Agent, whether in writing or by conduct, is an acceptance of all aspects of this Real Estate Power of Attorney, and may not be limited to only certain aspects. Appointment as Real Estate Agent is accepted by:

- (i) signing the Acceptance by Real Estate Agent below or any other document manifesting acceptance;
- (ii) exercising any authority or performing any duties as Real Estate Agent under this Real Estate Power of Attorney; or
- (iii) any other assertion or conduct indicating acceptance.

## Article Nine

### Declarations of the Principal

I understand that this Real Estate Power of Attorney is an important legal document. Before executing this Real Estate Power of Attorney, my attorney explained to me the following:

- (i) that this Real Estate Power of Attorney provides my Real Estate Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property;
- (ii) that the powers will exist for an indefinite period of time unless I revoke this Real Estate Power of Attorney or I have limited their duration by specific provisions herein;
- (iii) that this Real Estate Power of Attorney remains in full force and effect during my subsequent disability or incapacity; and
- (iv) that I may revoke or terminate this Real Estate Power of Attorney at any time.

Dated: August 31, 2017

  
\_\_\_\_\_  
David McCallum, Principal

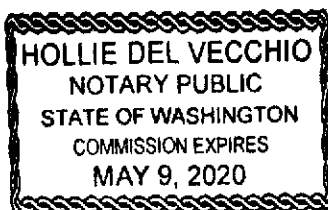
STATE OF WASHINGTON


) ss.:  
)

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that David McCallum is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument

Dated: August 31, 2017



  
\_\_\_\_\_  
Hollie Del Vecchio  
Notary Public for the State of Washington  
My commission expires May 9, 2020

**Acceptance by Real Estate Agent**

The undersigned Real Estate Agent hereby accepts the delegation of all authority set out in this Real Estate Power of Attorney.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**Jodi Broughton, Real Estate Agent**

\_\_\_\_\_  
Driver's License Number/State

STATE OF WASHINGTON )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Jode Broughton 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: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of Washington

\_\_\_\_\_  
(Printed name)

My commission expires: \_\_\_\_\_

This instrument was prepared by Hollie Del Vecchio, Adaptive Law Firm PS, 904 South Third Street, Mount Vernon, WA 98273.

## Certification of Authorization by Principal

Under the terms of my Durable Power of Attorney, to which this Certification is attached, the authority of my Real Estate Agent is to commence when I become incapacitated and am no longer able to manage my affairs, or upon my earlier execution of a Certification of Authorization by Principal. I have decided that, although I am not presently incapacitated, the authority granted to my Real Estate Agent should be effective immediately, and for that reason, I have signed this Certification of Authorization by Principal conferring the full authority to my Real Estate Agent to act on my behalf pursuant to the terms of my durable power of Attorney.

Dated: \_\_\_\_\_

\_\_\_\_\_  
David McCallum, Principal

STATE OF WASHINGTON )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that David McCallum is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Principal to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of Washington

\_\_\_\_\_  
(Printed name)

My commission expires: \_\_\_\_\_  
\_\_\_\_\_

This instrument was prepared by Hollie Del Vecchio, Adaptive Law Firm PS,  
904 South Third Street, Mount Vernon, WA 98273.

## Schedule A

### (Real Property)

My Real Estate Agent may exercise any power described in this Real Estate Power of Attorney on my behalf with respect to any real property I now own or may acquire in the future, including, but not limited to, the following:

- (i) Real property at 1012 Cypress Court, Burlington, Washington 98233, described as follows: Unit 33, THE CEDARS, A CONDOMINIUM, according to Second Amended Declaration thereof recorded July 13, 1999, under Auditor's File No. 9907130111, records of Skagit County, Washington, and Second Amended Survey Map and Plans thereof recorded in Volume 17 of Plats, pages 81 through 85 inclusive, records of Skagit County, Washington.

Situated in Skagit County, Washington.

SUBJECT TO: Restrictions, reservations and easements of record.

Parcel No.: P112594 / 4705-000-033-0000