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Skagit County Auditor

Land Title and Escrow

Document Title:

DURABLE POWER OF ATTORNEY

Reference Number : 01-168549-OE

Grantor(s):

additional grantor names on page ____.

1. MEDA F. LARSON

2.

Grantee(s):

additional grantee names on page ____.

1. JOSE LAVADURE

2.

Abbreviated legal description:

full legal on page(s) ____.

PTN LOT 26, CASCADE RIVER PARK #1

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ____.

3871-000-026-0000 / P63574

DURABLE POWER OF ATTORNEY

1. Designation. The undersigned Principal, Meda F. Larson, residing and domiciled in the state of Washington, hereby designates Joseph Lavadure as agent for the Principal in the manner hereinafter defined pursuant to RCW 11.125. If Joseph Lavadure is or becomes unable or unwilling to act, then Maynard Azure is appointed as agent.
2. Effectiveness; Duration. This power of attorney shall become effective immediately, shall not be affected by the disability or incompetence of the Principal, and shall continue until revoked or terminated, notwithstanding any uncertainty as to whether the Principal is dead or alive.
3. Powers. The agent shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Washington. These powers shall include, without limitation, the power and authority specified below.
 - 3.1. Real Property. The agent shall have authority to purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.
 - 3.2. Personal Property. The agent shall have authority to purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.
 - 3.3. Financial Accounts and Securities. The agent shall have the authority to deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions and securities dealers). This shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts, and to make deposits, transfers, and withdrawals with respect to all such accounts, and to buy, sell and transfer securities.
 - 3.4. Moneys Due. The agent shall have authority to request, demand, recover, collect, endorse and receive all moneys, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.
 - 3.5. Claims Against Principal. The agent shall have authority to pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, use any of the Principal's funds or other assets or use funds or other assets of the agent and obtain reimbursement out of the Principal's funds or other assets.

- 3.6. Legal Proceedings. The agent shall have authority to participate in any legal action in the name of the Principal or otherwise. This shall include (a) actions for attachment, execution, eviction, foreclosure, indemnity, and any proceedings in connection with the authority granted in this instrument.
- 3.7. Written Instruments. The agent shall have the power and authority to sign, seal, execute, deliver and acknowledge all written instruments and do and perform each and every act and thing whatsoever which may be necessary or proper in the exercise of the powers and authority granted to the agent as fully as the Principal could do if personally present.
- 3.8. Safe Deposit Box. The agent shall have the authority to enter any safe deposit box in which the Principal has a right of access.
- 3.9. Disclaimer. The agent shall have the authority to disclaim any interest, as defined in RCW 11.86.011, in any property to which the Principal would otherwise succeed and to decline to act or resign if appointed or serving as an officer, director, executor, trustee or other fiduciary.
- 3.10. Taxes. The agent is authorized to represent the Principal before any office of the Internal Revenue Service for income taxes, years 2011 through 2051, federal tax form number 1040; to receive confidential information and to perform any and all acts that the Principal can perform with respect to all tax matters, including the right to sign returns, receive refund checks and endorse and cash refund checks.
4. Health Care Decisions. The Principal grants to the agent full authority to make decisions for the Principal regarding health care as provided in RCW Chapter 7.70. In exercising this authority, the agent shall follow the desires of the Principal as stated in this document or otherwise known to the agent. In making any decision, the agent shall attempt to discuss the proposed decision with the Principal to determine the Principal's desires. If the agent cannot determine the choice the Principal would want made, then the agent shall make a choice for the Principal based upon what the agent believes to be in the Principal's best interests. The agent's authority to interpret the desires of the Principal is intended to be as broad as possible, except for any limitations stated below. Accordingly, the agent is authorized as follows:
- 4.1. To consent, refuse, or withdraw consent to any and all types of medical care, treatment, surgical procedures, diagnostic procedures, medication, and the use of mechanical or other procedures that affect any bodily function, including (but not limited to) artificial respiration, nutritional support and hydration, and cardiopulmonary resuscitation;
 - 4.2. To have access to medical records, including protected health information as provided in CFR Part 11.164, to the same extent that the Principal is entitled to, including the right to disclose the contents to others;
 - 4.3. To authorize admission to or discharge (even against medical advice) the Principal from any hospital, nursing home, residential care, assisted living or similar facility or service;
 - 4.4. To contract on the Principal's behalf for any health care related service or facility, without the agent incurring personal financial liability for such contracts;
 - 4.5. To hire and fire medical, social service, and other support personnel responsible for care of the Principal;

- 4.6. To authorize any medication or procedure intended to relieve pain, even though such use may lead to physical damage, addiction, or hasten the moment of (but not intentionally cause) the Principal's death;
- 4.7. To make anatomical gifts of part or all of the Principal's body for medical purposes, authorize an autopsy, and direct the disposition of bodily remains, to the extent permitted by law;
- 4.8. To take any other action necessary to do what is authorized here, including (but not limited to) granting any waiver or release from liability required by any hospital, physician, or other health care provider; signing any documents relating to refusals of treatment or the leaving of a facility against medical advice, and pursuing any legal action in Principal's name, and at the expense of the Principal's estate to force compliance with the Principal's wishes as determined by the agent, or to seek actual or punitive damages for the failure to comply.
5. HIPAA Release Authority. The Principal intends that the agent have access to medical records, including protected health information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 U.S.C. § 1320d and 45 C.F.R. §§ 160-164, to the same extent that the Principal is entitled to, including the right to disclose the contents to others. The Principal hereby authorizes any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau, Inc. or other health care clearinghouse that has provided treatment or services to the Principal or that has paid for or is seeking payment from the Principal for such services to give, disclose and release to the agent, without restriction, all of the Principal's identifiable health information and medical records regarding any past, present or future medical or mental health condition. The authority given herein shall supersede any prior agreement that the Principal may have made with health care providers to restrict access to or disclosure of the Principal's individually identifiable health information. The authority given to the agent has no expiration date and shall expire only in the event that the Principal revokes the authority in writing and delivers it to the health care provider.
6. Limitations on Powers. Notwithstanding the foregoing, the agent shall not have authority to make, amend, alter or revoke the Principal's wills or codicils.
7. Specific Grant of Authority. The agent shall have the authority to make, amend, alter or revoke any of the Principal's life insurance, annuity, or similar contract beneficiary designations, employee benefit plan beneficiary designations, registration of the Principals' securities in beneficiary form, payable on death or transfer on death beneficiary designations, designation of persons as joint tenants with right of survivorship with the Principal with respect to any of the Principal's property, or any other provisions for nonprobate transfer at death contained in nontestamentary instruments described in RCW 11.02.091.
8. Termination. This power of attorney may be terminated by:
- 8.1. The Principal by written notice to the agent and, if this power of attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the power was recorded;
- 8.2. A Guardian of the estate of the Principal after court approval of such revocation; or

8.3. The death of the Principal upon actual knowledge or receipt of written notice by the agent.

- 9. Accounting. Upon request of the Principal or the Guardian of the estate of the Principal or the personal representative of the Principal's estate, the agent shall account for all actions taken by the agent for or on behalf of the Principal.
- 10. Reliance. Any person acting without negligence and in good faith in reasonable reliance on this power of attorney shall not incur any liability thereby. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs and personal representatives of the Principal.
- 11. Indemnity. The estate of the Principal shall hold harmless and indemnify the agent from all liability for acts done in good faith and not in fraud of the Principal.
- 12. Nomination of Guardian. The undersigned hereby nominates the attorney in fact named herein as the guardian or limited guardian of the person or estate of the Principal if protective proceedings for the Principal's person or estate are hereafter commenced.
- 13. Compensation. The agent shall be entitled to reasonable compensation for acts performed pursuant to this instrument.
- 14. Applicable Law. The laws of the State of Washington shall govern this power of attorney.

Dated 6/8/17.

Meda F. Larson
Meda F. Larson

STATE OF WASHINGTON)
COUNTY OF CLALLAM)

On this day personally appeared before me Meda F. Larson, 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 purposes therein mentioned.

SUBSCRIBED and SWORN to before me on June 8, 2017.



Toni L. Bumgarner
NOTARY PUBLIC
My Commission Expires: 1-8-18