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Skagit County Auditor

Land Title and Escrow

Recording Cover Page

02-1691646-DE

Document Title(s) (for transactions contained therein): 1. DURABLE POWER OF ATTORNEY 2. 3. 4.	
Reference Number(s) of Documents assigned or released: (on page ____ of documents(s))	
Grantor(s) 1. ANN P DURSCH 2. 3. 4.	
Additional Names on page	of document.
Grantee(s) 1. HARRY W DURSCH 2. 3. 4.	
Additional Names on page	of document.
Legal Description (abbreviated i.e. lot, block, plat or section, township, range) Lots 8-10, Blk 1101, NP Add. To Anac.	
Additional legal is on page	of document.
Assessor's Property Tax Parcel/Account Number 3809-101-010-0100, P58164	
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

DURABLE POWER OF ATTORNEY

of

ANN P. DURSCH
(Effective Immediately)

1. **Designations.** ANN P. DURSCH (the "Principal") residing and domiciled in the state of Washington hereby revokes any and all durable powers of attorney for financial and property matters previously executed by her and designates **H. ROBERT DURSCH** as attorney-in-fact in the name, place, and stead of the Principal. In the event **H. ROBERT DURSCH** is unable or unwilling to so act, then the Principal appoints her child, in the following order of priority, as alternate attorney-in-fact: first **HARRY W. DURSCH**, then **ROBIN DURSCH MCKENZIE**, then **GRETCHEN M. DURSCH**.

2. **Purpose.** The primary purpose in granting this power of attorney is to provide for the Principal's needs should the Principal become disabled or incompetent. Accordingly, 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 Principal should the Principal become disabled or incompetent.

3. **Effectiveness.** This Durable Power of Attorney shall be effective immediately and shall not be affected by the later disability of the Principal.

4. **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, including but not limited to the following powers:

a. **Accounts of Financial Institutions.** To make deposits to and payments from any account in a financial institution, including but not limited to banks, trust companies, mutual savings banks, savings and loan associations, credit unions, and securities dealers. This shall further 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.

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

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

d. **Personal Property.** To purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage, and pledge personal property or any interest in personal

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property.

e. Transfers to Trust. To make transfers of property to any trust (whether or not created by the Principal) so long as the trust benefits the Principal alone and/or does not have dispositive provisions varying from those governing the property had it not been transferred into the trust; and further, to complete the funding of any revocable living trust which has been established by the Principal by executing all documents as may be required to carry out the Principal's purposes set forth in any such trust, which documents shall include, without limitation, change of beneficiary designation and ownership forms on any and all IRAs, annuities, retirement plans, profit sharing plans, life insurance policies, and other accounts; stock powers, assignments, bills of sale, deeds, endorsements, and the like. Notwithstanding the foregoing, this paragraph shall only apply with respect to trusts over which the Principal then has the power (whether or not the Principal can effectively exercise it because of disability or otherwise) to amend, modify or revoke such trust(s).

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 to any lawful descendant of the Principal, including the attorney-in-fact. In making any such gift, the attorney-in-fact shall consider the over-all design of the Principal's estate plan, any pattern of gifting established by the Principal, the Principal's ability to continue making such gift or gifts, the Principal's continued health and well-being, the impact of inflation upon the value of such gifts, the reduction of transfer taxes at the time of the Principal's death, and other estate planning considerations. This power shall not be available to satisfy any obligation of an attorney-in-fact to support any other person. The attorney-in-fact shall not breach any fiduciary duty to the Principal by reason of gifts made or withheld in good faith.

h. Disclaimer. To renounce or disclaim any interest otherwise passing to the Principal by intestate or testate succession, or by *inter vivos* transfer. In so disclaiming, the attorney-in-fact may rely with acquittance upon the advice of the Principal's attorney regarding the Principal's estate planning objectives.

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

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

k. Revoke and Amend Documents. To make, alter, or revoke any community property agreement, Agreement as to Status of Property, or other document of similar import entered into by the Principal, and to make, amend, alter, or revoke any life insurance beneficiary designations and/or any retirement plan beneficiary designations of the Principal, so long as, in the

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sole discretion of the attorney-in-fact, such action would be in the best interest of the Principal and in the best interest of those interested in the estate of the Principal.

1. **Transfer of Assets.** To make any transfer of resources not prohibited under RCW Chapter 74.09 as now or hereafter amended or recodified, when the transfer is for the purpose of qualifying the Principal for medical assistance or limited casualty program for the medically needy or for the purpose of preserving for the Principal, or Principal's relative(s), the maximum amount of property allowed under applicable law if an application has been made for governmental medical assistance or in anticipation of such application. In addition to the authority herein granted, the attorney-in-fact shall have the further authority to make transfers of resources not otherwise prohibited under state or federal law for the purpose of avoiding the application of any lien under RCW Chapter 74.09 and RCW 43.20B as now or later amended or recodified.

m. **Delegation of Authority.** To delegate, in writing, to any alternate or successor attorney-in-fact named above any authority granted under this power of attorney. Any such appointment of a temporary attorney-in-fact or delegation of authority shall set forth the period for which it is valid and specify the limits, if any, of such appointment or delegation during such period.

5. **Health Care Decisions.** The attorney-in-fact is authorized to consent to such medical care and treatment as are necessary for the Principal's well being. If the Principal is terminally ill, the attorney-in-fact shall have the power to consent to the withdrawal and/or withholding of life-sustaining procedures consistent with the terms of any health care directive executed by the Principal. Insofar as the terms of this instrument are inconsistent with the terms of any health care directive or other special health care power of attorney, the terms of the special health care power of attorney and/or health care directive shall prevail.

6. **Revocation.** The Principal may revoke this power of attorney at any time by giving the attorney-in-fact written notice personally delivered or mailed to the last known address for the attorney-in-fact.

7. **Termination; Guardian.** This power of attorney shall be terminated 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 of Principal's estate, it is the Principal's desire that the attorney-in-fact or the alternate attorney-in-fact herein named be appointed by the court.

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, if requested by same.

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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 knowledge or actual notice of revocation, suspension, or termination of the power of attorney by death or otherwise. Any action so taken in good faith, unless otherwise invalid or unenforceable, shall be binding on the heirs, legatees, devisees, and personal representative of the Principal. Third parties shall be entitled to rely upon a photocopy of the signed original.

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this Durable Power of Attorney on this 16th day of January, 2008, to become effective as provided in paragraph 3 above.

Ann P. Dursch
ANN P. DURSCH, Principal

STATE OF WASHINGTON }

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **ANN P. DURSCH** 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 16th day of January, 2008.



Brian E. Clark
BRIAN E. CLARK
Printed Name
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 5-24-2011

WITNESSED this 16th day of January, 2008.

Brian E. Clark
(Signature of Witness) BRIAN E. CLARK

(Print Name)

Address: 227 Freeway Drive, Suite B
Mount Vernon, WA 98273

Heather Waldron
(Signature of Witness) Heather Waldron

(Print Name)

Address: 227 Freeway Drive, Suite B
Mount Vernon, WA 98273

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