

After Recording, please return to:

**Land Title and Escrow Company**  
**111 East George Hopper Road, PO Box 445**  
**Burlington, WA 98233**  
**207573-LT**

<b>Document Title(s):</b>  <b>General Durable Power of Attorney</b>
<b>Reference Number(s) of Documents assigned or released:</b> <b>(on page ___ of document(s))</b>
<b>Grantor(s):</b>  <b>Warren W. Taylor</b>
<b>Additional Names on page ___ of document.</b> <b>Grantee(s):</b>  <b>Karla T. Welch</b>
<b>Additional Names on page ___ of document.</b> <b>Abbreviated Legal Description:</b>  <b>Lot 6, Sunrise Estates</b>
<b>Additional legal is on page ___ of document.</b> <b>Tax Parcel Number(s):</b>  <b>4517-000-006-0002/P83707</b>

ORIGINAL

## GENERAL DURABLE POWER OF ATTORNEY

**WARREN W. TAYLOR**, domiciled and residing in the State of Washington, as authorized by RCW 11.94 hereby revokes any other powers of attorney which the principal may have previously executed, and acknowledges any powers of attorney executed contemporaneous therewith, and hereby executes this Durable Power of Attorney, as follows:

1. **Designations:** The following individual is designated as attorney in fact for the principal in descending order of preference:

KARLA T. WELCH  
SIBYL G. JOHNSON

2. **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, without limitation, the power and authority to:

- 2.1 Make deposits to, and payments from, any account in a financial institution in the name of the principal, and enter any safe deposit box to which the principal has a right of access and deposit or remove property therefrom.
- 2.2 Sell, exchange, or otherwise transfer title to the principal's stocks, bonds, or other securities.
- 2.3 Sell, convey, exchange or otherwise transfer or encumber any real or personal property of the principal.
- 2.4 Disclaim, in whole or in part, any interest in property, whether outright, in trust, or otherwise, so long as in the sole discretion of the attorney-in-fact such disclaimer would not be detrimental to the best

interests of the principal, and would be in the best interests of those interested in the estate of the principal and of those who take as a result of any such disclaimer.

- 2.5 Make, amend, 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 the principal's spouse, and make, amend, alter or revoke any of the principal's life insurance beneficiary designations and retirement plan beneficiary designations so long as such action would be in the best interests of the principal and those interested in the principal's estate.
- 2.6 Prepare, or arrange for the preparation of, all federal and state income tax and gift tax returns on behalf of the principal, execute and submit such returns, and pay all such taxes as may be due.
- 2.7 Represent the principal with respect to audits, appeals, and lawsuits related to any income or gift tax return filed on behalf of the principal, and pay any assessments for interest or penalties levied against the principal in connection with such tax returns.
- 2.8 Make transfers of the principal's property, both real and personal, to any trust created by the principal of which the principal is the primary beneficiary during the principal's life.
- 2.9 Make transfers of the principal's property, including but not limited to gifts to the principal's children, for the purpose of qualifying the principal for governmental medical assistance to the full extent provided by law should there be a need for medical care. Any transfers made pursuant to this paragraph shall be deemed not to be a breach of fiduciary duty by the attorney-in-fact.
- 2.10 Make gifts, whether outright or in trust, to the relatives of the principal and the spouses of any such relatives, in accordance with any pattern of making gifts to such persons which the principal has established or planned to establish or in such amounts as the attorney-in-fact shall determine appropriate so long as such gifts would be in the best interests of the principal and those interested in the estate of the principal, such determination to be made in the sole discretion of the attorney-in-fact.

2.11 Provide informed consent to (1) medical and surgical care and non-treatment for the principal, (2) the withholding or withdrawal of life-sustaining treatment for the principal, and (3) the admission of the principal to a medical, nursing, residential, or similar facility; enter into agreements for the principal's care; pay from the principal's assets reasonable expenses incurred with respect to the exercise of the authority granted herein to make health care decisions for the principal or with respect to the enforcement of any Directive executed by the principal; and override the provisions of any Directive executed by the principal.

Except as otherwise provided above, the attorney-in-fact shall not have the power to revoke or change any estate planning or testamentary documents previously executed by the principal, unless the document authorizes changes with court approval.

3. **Intent to Obviate Need for Guardianship:** It is the principal's intent that the power given to the attorney-in-fact designated herein be interpreted to be so broad as to obviate the need for the appointment of a guardian for the person or estate of the principal. If the appointment of a guardian or limited guardian of the person or estate of the principal is sought, however, the principal nominates the then acting attorney-in-fact designated above, if any, as the principal's guardian or limited guardian, or if no one is then acting as attorney-in-fact, nominates the persons designated above as attorney-in-fact and successor attorneys-in-fact as guardian or limited guardian, in the same order of priority.
4. **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.
5. **Effectiveness:** This power of attorney shall become effective at the date hereof.
6. **Duration:** This power of attorney shall not be affected by disability of the principal.
7. **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 auditor for the County in which the principal resides and in any other County where this Durable Power of Attorney has been recorded.

8. **Termination:**

8.1 **By Appointment of Guardian:** The appointment of a guardian of the estate of the principal will vest 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.

8.2 **By Death of Principal:** The death of a principal shall be deemed to revoke this power of attorney upon actual knowledge or actual notice being received by the attorney in fact.

9. **Accounting:** The attorney in fact shall be required to account to any subsequently appointed personal representative, guardian or successor attorney in fact.

10. **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 said 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.

11. **HIPAA Release Authority:** I intend for my attorney in fact to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164.

I authorize any physician, healthcare 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 me or that has paid for or is seeking payment from me for such services to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, to include all

information relating to the diagnosis and treatment mental illness and drug or alcohol abuse.

The authority given my attorney in fact shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my attorney in fact shall expire upon my death or in the event that I revoke the authority in writing and deliver it to my health care provider.

12. **HIPAA Release Provision:** When in the process of determining a Principal's or attorney in fact's incapacity, all individually identifiable health information and medical records may be released to the person who is nominated as Successor, to include any written opinion relating to my incapacity that the person so nominated may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164, and applies even if that person has not yet been appointed Successor.
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. **Applicable Law:** The laws of the State of Washington shall govern this power of attorney.

This power of attorney is signed on this 23<sup>rd</sup> day of NOV. 2016 to become effective as provided hereinabove.

  
WARREN W. TAYLOR

STATE OF WASHINGTON )  
County of Skagit )  
                          iss  
                          )

On this day personally appeared before me WARREN W. TAYLOR, to me known to be the principal described in and who executed the foregoing General

Durable Power of Attorney, and acknowledged to me that said principal signed and sealed the same as said principal's free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 23<sup>rd</sup> day NOV. 2016



Tamara I. Weddle  
**TAMARA I. WEDDLE**

NOTARY PUBLIC in and for the  
State of Washington, residing at Anacortes.  
My Commission expires: **08-29-2020**