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CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
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DOCUMENT TITLE(S)

Power of Attorney

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: _____

Additional reference numbers on page _____ of document

GRANTOR(S)

Janet E. Milner, an unmarried person

Additional names on page _____ of document

Additional names on page _____ of document

GRANTEE(S)

Ronald W. Lambert

Additional names on page _____ of document

Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION

PTN GOVT LT. 4, SEC 18-35-4E

Complete legal description is on page _____ of document

TAX PARCEL NUMBER(S)

P36845/350418-0-011-0002

Additional Tax Accounts are on page _____ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

DURABLE POWER OF ATTORNEY*of***JANET E. MILNER**
(Effective Immediately)

1. **Designations.** JANET E. MILNER (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 RONALD W. LAMBERT as agent in the name, place, and stead of the Principal. In the event RONALD W. LAMBERT is unable or unwilling to so act, then the Principal appoints ROBERT SHAFAR as the alternate agent.

2. **Purpose.** The primary purpose in granting this power of attorney is to allow the Principal's agent(s) to act for the Principal in Principal's place and stead. Accordingly, the Principal's agent(s) shall have all powers as are necessary or desirable to act as Principal's agent, regardless of whether or not Principal is incapacitated.

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

4. **Powers.** The agent, 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 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 and/or the Principal's spouse and/or does not have dispositive provisions varying from those governing the property had it not been transferred

DURABLE POWER OF ATTORNEY - 1

into the trust.

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 the Principal's spouse and to any lawful descendant of the Principal, including the agent. In making any such gift, the agent 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 agent to support any other person, and shall be limited to the power to gift to an acting agent only for his or her health, support, and maintenance, but shall not be limited by the annual federal gift tax exclusion amount. The agent 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 agent may rely with acquittance upon the advice of the Principal's attorney regarding the Principal's estate planning objectives.

i. **Taxes.** To prepare, make elections, execute, and file all tax returns and to 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. **Delegation of Authority.** To delegate, in writing, to any alternate or successor agent named above any authority granted under this power of attorney. Any such appointment of a temporary agent 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 agent 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 agent 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. If the Principal has entered into a separate Durable Power of Attorney for Health Care designating another agent to act on behalf of the Principal with respect to medical care and treatment, then the separate Durable Power of Attorney for Health Care shall prevail with respect to the designation of agent for health care and all health care decisions. Provided, however, the agent under this Durable Power of Attorney and the agent under any separate Durable Power of Attorney for Health Care are encouraged to cooperate and coordinate their decision-making and are authorized to share information for the purpose of making decisions in the best interests of the Principal.

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

7. **Termination; Guardian.** This power of attorney shall be terminated upon receipt of written notice or actual knowledge by the agent 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 agent or the alternate agent herein named be appointed by the court.

8. **Accounting.** The agent shall be required to account to a guardian of the estate of the Principal, trustee of the Principal's revocable trust, special representative designated in the Principal's revocable trust, or personal representative of the estate of the Principal, if requested by any of them.

9. **Reliance.** The agent and any person dealing with the agent 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 agent from any and all liability for acts done in good faith.

11. **Costs and Compensation.** The agent shall be reimbursed for all costs and expenses reasonably incurred. In addition, the agent shall be paid at least annually, without court approval, such compensation for services performed by the agent as is reasonable in the community for like services performed by an agent and/or a guardian of the estate. A bank or similar institution acting as agent shall be compensated based on its fee schedule for providing services as an agent under power of attorney.

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 15th day of March, 2021 to become effective as provided in paragraph 3 above.



JANET E. MILNER, Principal

STATE OF WASHINGTON }
COUNTY OF SKAGIT } SS.

I certify that I know or have satisfactory evidence that **JANET E. MILNER** 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 15th day of March, 2021.



Kim Fair
Printed Name Kim Fair
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 04-10-22

WITNESSED this 15th day of March, 2021.

Kim McSheridan
Kim McSheridan
Address: 713 Orth Way
Sedro-Woolley, WA 98284

Roger Hurd
Roger Hurd
Address: 3277 N. 30th
Mount Vernon, WA 98273