

WHEN RECORDED RETURN TO:

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

213564-LT.

DOCUMENT TITLE(S):
Power of Attorney

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:
Karren Richeson

GRANTEE:
Shauna Hegwer

ABBREVIATED LEGAL DESCRIPTION:
Lot 47, Country Club Addition No. 5

TAX PARCEL NUMBER(S):
4333-000-047-0005/P79372

**RECIPROCAL DURABLE POWERS OF ATTORNEY
OF
RONALD J. RICHESON and KARREN B. RICHESON**

1. **Designations.** RONALD J. RICHESON and KARREN B. RICHESON, husband and wife, residing and domiciled in the state of Washington, as Principals, each hereby individually designates the other as his/her attorney-in-fact in the manner hereinafter defined, pursuant to RCW 11.94. In the event one of the Principals is unable or unwilling to so act, then said Principals appoint SHAUNA M. HEGWER as alternate or successor attorney-in-fact; and in the event she is unable or unwilling to so act, then said Principals appoint BENJAMIN J. RICHESON as alternate or successor attorney-in-fact.

2. **Purpose.** The primary purpose in granting these reciprocal durable powers of attorney is to enable either Principal to act in the other's place and stead in the absence and/or unavailability of the other. A secondary purpose in granting these reciprocal durable powers of attorney is to allow the attorney-in-fact to provide for the support, maintenance, health, emergencies and urgent necessities of the Principal, should he or she hereafter become disabled or incompetent.

3. **Effectiveness.** These durable powers of attorney shall be effective immediately as between the husband and wife named above. With respect to the alternate attorney-in-fact named above, the same shall be effective only upon receipt by the alternate or successor attorney-in-fact of written evidence of the incapacity of a Principal, as determined by a court of competent jurisdiction; or receipt of a written statement of determination of the disability of a Principal, which shall include the inability to effectively manage his or her property and affairs for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention or disappearance. Such written statement shall be made by the then regularly attending physician for the Principal, or if there is no then regularly attending physician, then by another qualified physician or by other persons with knowledge of any confinement, detention or disappearance.

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 power:

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, or credit unions and securities dealers. This power 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 have authority 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 alone and/or does not have dispositive provisions varying from those governing the property had it not been transferred 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, whether outright or in trust, to relatives of the Principal(s) and spouses of relatives, in accordance with any pattern of making gifts to such persons which the Principal(s) had 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 interest of the Principal(s) and in the best interest of those interested in the estate of the Principal(s), such determination to be made in the sole discretion of the attorney-in-fact; provided, however, any such transfer shall be in accordance with any existing pattern of gifting by the Principal(s) and shall not exceed the annual exclusion amount established under Internal Revenue Code Section 2503(b), which is presently set at \$10,000 per person. Gifts to qualified charities shall be consistent with any existing pattern of gifting by the Principal(s) and shall not exceed twenty percent (20%) of the Principal's(s') adjusted gross income for federal income tax purposes in any one (1) calendar year.
- h. Disclaimer. To renounce or disclaim any interest otherwise passing to a 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 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. **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 a Principal for medical assistance or limited casualty program for the medically needy, or for the purpose of preserving for a Principal or Principal's spouse 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 federal or state law for the purpose of avoiding the application of any lien under RCW Chapter 74.09 and/or RCW 43.20(b), as now or hereinafter amended or recodified.

l. **Revoke and Amend Documents.** To make, amend, alter or revoke any community property agreement, agreement as to status of property, or other document of similar import entered into between the Principals, and to make, amend, alter, or revoke any life insurance beneficiary designations and any retirement plan beneficiary designations of the Principal(s), so long as in the sole discretion of the attorney-in-fact such action would be in the best interest of the Principal(s) and in the best interest of those interested in the estate of the Principal(s).

5. **Health Care Decisions.** The attorney-in-fact is authorized to consent to such medical care and treatment as is 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.** 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, the Principal desires that the attorney-in-fact or an alternate or successor 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.

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

