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Anacortes, WA 98221
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Document Title(s): **Durable Power of Attorney**
Reference Number(s) of Documents assigned or released: **(on page __ of document(s))**
Grantor(s): **Jacqueline L. Hammons** **Additional Names on page of document.**
Grantee(s): **David J. Hammons** **Additional Names on page of document.**
Abbreviated Legal Description: **Parcel A: Ptn. Lots 6 & 7, Hillcrest Addition to Anacortes Parcel B: Ptn. Lots 7 & 8, Hillcrest Addition to Anacortes** **Additional legal is on page of document.**
Tax Parcel Number(s): **3796-000-007-0005/P57506 & 3796-000-008-0004/P57507**

LPB 01-05

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DURABLE POWER OF ATTORNEY

of

JACQUELINE L. HAMMONS

(Effective Immediately)

1. **Designations**. **JACQUELINE L. HAMMONS** (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 **DAVID J. HAMMONS** as attorney-in-fact in the name, place, and stead of the Principal. In the event **DAVID J. HAMMONS** is unable or unwilling to so act, then the Principal appoints **BRENDA J. CLICK** as the alternate attorney-in-fact; in the event **BRENDA J. CLICK** is unable or unwilling to so act, then the Principal appoints **HEIDI J. WALKER** as the alternate attorney-in-fact; and in the event **HEIDI J. WALKER** is unable or unwilling to so act, then the Principal appoints **MARY C. PACE** as the alternate attorney-in-fact.

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 attorney-in-fact, 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 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 property.

e. Securities. To deal in any manner with all types of securities, including the right to transfer and sell securities.

f. Gifts. To make gifts to the Principal's spouse and 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, and shall be limited to the power to gift to an acting attorney-in-fact only for his or her health, support, and maintenance, but shall not be limited by the annual federal gift tax exclusion amount. The attorney-in-fact shall not breach any fiduciary duty to the Principal by reason of gifts made or withheld in good faith.

g. 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.

h. 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.

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

j. Revoke and Amend Documents. If the attorney-in-fact is the Principal's spouse, the attorney-in-fact shall have the authority 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 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. The authority granted in this paragraph (j) shall not extend to any alternate attorney-in-fact.

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 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.

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4. 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. If the Principal has entered into a separate Durable Power of Attorney for Health Care designating another attorney-in-fact 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 attorney-in-fact for health care and all health care decisions. Provided, however, the attorney-in-fact under this Durable Power of Attorney and the attorney-in-fact 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 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 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 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.

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11. **Costs and Compensation**. The attorney-in-fact shall be reimbursed for all costs and expenses reasonably incurred. In addition, the attorney-in-fact shall be paid at least annually, without court approval, such compensation for services performed by the attorney-in-fact as is reasonable in the community for like services performed by an attorney-in-fact and/or a guardian of the estate. A bank or similar institution acting as attorney-in-fact 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 28th day of November, 2016, to become effective as provided in paragraph 3 above.

JACQUELINE L. HAMMONS, Principal

STATE OF WASHINGTON }
ss.
COUNTY OF SKAGIT }

I certify that I know or have satisfactory evidence that **JACQUELINE L. HAMMONS** 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 28th day of November, 2016.

ALI MAKI
STATE OF WASHINGTON
NOTARY --•-- PUBLIC
My Commission Expires 08-14-2019

Printed Name ALI MAKI
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 08-14-19

WITNESSED this 28th day of November, 2016.

(Signature of Witness)
MEGAN MASONHOLDER
(Print Name)
Address: 227 Freeway Drive, Suite B
Mount Vernon, WA 98273

(Signature of Witness)
ALI MAKI
(Print Name)
Address: 227 Freeway Drive, Suite B
Mount Vernon, WA 98273