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116782

DOCUMENT TITLE(S):
Power of Attorney

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:
Carol A. Luvera, as her separate estate

GRANTEES:
SUSAN CHIABAI, DANIEL V. LUVERA

ABBREVIATED LEGAL DESCRIPTION:
Lot 8, , Everett's McLean Tracts, according to the Plat thereof filed in Volume 8 of Plats at Page(s) 4, records of Skagit County, Washington.

TAX PARCEL NUMBER(S):
P65263, 3911-000-008-0004

DURABLE POWER OF ATTORNEY

I, **CAROL A. LUVERA**, as principal and as a resident of the State of Washington, hereby appoint the following persons, in order of preference and succession, to serve as my attorney-in-fact:

1. My daughter, SUSAN M. CHIABAI
2. My son, DANIEL V. LUVERA

1. **Effectiveness and Duration.** This power of attorney shall become effective immediately, shall not be affected by my disability or incompetency, and shall continue until revoked or terminated as provided in this document, notwithstanding any uncertainty as to whether I be dead or alive. This power of attorney shall not be affected by lapse of time.
2. **Disability and Incompetency.** Disability or incompetency of the principal or attorney-in-fact includes the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs or intoxicants, confinement, detention by a foreign power, or disappearance. Disability or incompetency may be evidenced by a written statement of (i) a qualified physician regularly attending the affected person and one other qualified physician, or (ii) if the affected person does not have a qualified physician regularly attending the affected person, then by two qualified physicians, which states that the affected person is unable to effectively manage his or her personal financial affairs as a result of his or her impairment, which is described in the statement. My attorney-in-fact and any third party may rely upon such a written statement regarding my disability, and has no duty to investigate or corroborate the facts or opinions stated. Detention or disappearance may be evidenced by other qualified persons with knowledge of any confinement, detention, or disappearance. Incompetency may also be established by a finding of a court having jurisdiction over the individual in question.
3. **General Powers.** My attorney-in-fact is authorized to do and perform all acts concerning my personal affairs and property, and any interest therein, including all real, personal, mixed, tangible, and intangible property, wherever situated, and whether held by me as separate property or as community property, jointly or as tenant in common with any other party or parties, including my attorney-

in-fact, upon such terms and conditions as my attorney-in-fact deems proper and advisable, as fully and effectively as I could do if personally present and competent. The attorney-in-fact has all of the powers of an absolute owner over my assets and liabilities, whether located within or without the State of Washington. These powers include, but are not limited to, the powers and authority specified below.

4. **Real Property.** The attorney-in-fact has the authority to purchase, rent, take possession of, lease, sell, contract to sell, convey, exchange, mortgage, release, encumber, manage, demolish, repair, and improve real property or any interest in real property.
5. **Personal Property.** The attorney-in-fact has the authority to purchase, rent, manage, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage, and pledge personal property or any interest in personal property, whether tangible or intangible, and to enter into contracts for the storage of tangible personal property of any kind.
6. **Banking Transactions.** The attorney-in-fact has the authority to establish for me accounts of all kinds (including checking and savings accounts) with financial institutions of any kind (including banks, savings and loan associations, credit unions, and thrift institutions); to modify, terminate, make deposits to and write checks on or make withdrawals from, and grant security interests in, all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not the account was established by me or by the attorney-in-fact; to negotiate, endorse, or transfer any checks or other instruments with respect to any such accounts; and to contract for any services rendered by any bank or financial institution.
7. **Safe Deposit Box.** The attorney-in-fact has the authority to enter any safe deposit box with respect to which I have a right of access, and to add to or remove the contents.
8. **Business Operation.** The attorney-in-fact has the authority to continue the operation of any business, including a ranch or farm, belonging to me or in which I have a substantial interest. This includes, without limitation, the authority to execute tax returns and other government forms required to be filed by my business, to reorganize, consolidate, merge, or sell the business, to exercise any rights or options I may have, and to modify or terminate any interest.

9. **Investment Transactions.** The attorney-in-fact has the authority to exercise all rights with respect to any corporate or investment securities that I now own or may hereafter acquire, including specifically:
- a. To effect purchases and sales (including short sales), to subscribe for and to trade in stocks, bonds, options, or other securities, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to the same (including commodity futures), on margin or otherwise, for my accounts, and risk;
 - b. To deliver securities for my accounts to my brokers; and to instruct my brokers to deliver securities for my accounts to my broker or to my attorney-in-fact or to others, and in such name and form as my attorney-in-fact directs;
 - c. To instruct my brokers to make payment of moneys from my accounts with my brokers, and to receive and direct payments therefrom payable to my attorney-in-fact or to others;
 - d. To sell, assign, endorse, and transfer any stocks, bonds, options, or other securities of any nature, at any time standing in my name, and to execute any documents necessary to effectuate the foregoing;
 - e. To receive, approve, and confirm statements of transactions made for my accounts;
 - f. To receive any and all notices, calls for margin, or other demands with reference to my accounts; and
 - g. To make any and all agreements with my brokers regarding any matter described in this section 9 for me and on my behalf.
10. **Retirement Accounts.** The attorney-in-fact has the power to establish one or more individual retirement accounts or other retirement plans or arrangements in my name. In connection with any pension, profit sharing, or stock bonus plan, individual retirement arrangement, Roth IRA, Section 403(b) annuity or account, Section 457 plan, or any other retirement plan, arrangement, or annuity in which I am a participant or of which I am a beneficiary (whether established by my attorney-in-fact or otherwise), each of which is referred to in this section 10 as

"the Plan," the attorney-in-fact has the following powers, in addition to all other applicable powers granted by this document:

- a. To make contributions (including "rollover" contributions and "conversion" contributions) or cause contributions to be made to the Plan with my funds or otherwise on my behalf.
 - b. To receive and endorse checks or other distributions to me from the Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any revocable living trust established by me.
 - c. To elect a form of payment of benefits from the Plan, to withdraw benefits from the Plan, and to make, exercise, waive, or consent to any and all elections or options that I may have regarding contributions to, investments or administration of, distributions from, or form of benefits under, the Plan.
 - d. With respect to any contribution to an IRA or Roth IRA, to "recharacterize" all or part of that contribution with the effect of having that contribution (or part thereof) deemed to have been made to the other type of IRA.
 - e. To designate one or more primary or contingent beneficiaries for any benefits payable under the Plan on account of my death, and to change or revoke any such prior designation of beneficiary made by me or by my attorney-in-fact; but my attorney-in-fact has no power to designate my attorney-in-fact directly or indirectly as a primary or contingent beneficiary to receive a greater share of any such benefits than my attorney-in-fact would have otherwise received, unless the change is consented to by all other beneficiaries who would have received the benefits but for the proposed change.
11. **Moneys Due.** The attorney-in-fact has the authority to request, demand, recover, collect, endorse, and receive all moneys, debts, gifts, bequests, and payments that become due, owing, or payable to me, whether social security benefits, pension payments, dividends, interests, annuities, rents, or any other receivables, and to use all lawful ways and means in my name for the recovery of such moneys.
12. **Borrowing.** The attorney-in-fact has the authority to borrow money for my account as the attorney-in-fact deems appropriate, including the authority to

borrow through the use of credit cards or to borrow upon my life insurance policy, for any reason, and to secure the borrowing as necessary.

13. **Insurance.** The attorney-in-fact has the authority to purchase, maintain, collect, or cancel all forms of insurance, including life insurance on my life or upon the life of anyone in whom I have an insurable interest, and to receive and dispose of the cash value of or payments from any such policy.
14. **Tax Matters.** The attorney-in-fact has the authority to represent me in all tax matters and to perform any and all acts that I can perform with respect to federal, state, and local tax matters affecting me, including the authority with respect to the years 1990 through 2070:
 - a. To prepare, sign, file, and amend federal, state, and local income, gift, and other tax returns of all kinds (including Forms 1040, 709, and forms related to the federal generation-skipping transfer tax), joint returns (where applicable), FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts (including the tax court) regarding tax matters, and any and all other tax-related documents, including consents and agreements under Sections 2032A and 2057 of the Internal Revenue Code or corresponding provisions of subsequent tax law, and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any state or local taxing authority;
 - b. To exercise any elections I may have under federal, state, or local tax law; to allocate any federal or state generation-skipping transfer tax exemption to which I am entitled;
 - c. To pay taxes due, file refund claims, collect and make such disposition of refunds as the attorney-in-fact deems appropriate, post bonds, receive confidential information, contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority, and represent me in audits, conferences, and litigation; and
 - d. Generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and state or local authorities and in any and all courts; to engage, compensate, and discharge attorneys,

accountants, and other tax and financial advisors and consultants to represent and assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility.

15. **Legal Proceedings.** The attorney-in-fact has the authority to participate in any legal or administrative action in my name or otherwise. This includes (i) actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceeding for equitable or injunctive relief, and (ii) legal proceedings in connection with the authority granted in this document.
16. **Claims against Principal.** The attorney-in-fact has the authority to pay, settle, compromise, or otherwise discharge any and all claims of liability or indebtedness against me and, in so doing, use any of my funds or other assets or use funds or other assets of the attorney-in-fact and obtain reimbursement out of my funds or other assets.
17. **Written Instruments.** The attorney-in-fact has the power and authority to sign, seal, execute, deliver, and acknowledge all written instruments and do and perform each and every act whatsoever that may be necessary or proper in the exercise of the powers and authority granted to the attorney-in-fact as fully as I could do if personally present, competent, and not disabled.
18. **Estate Planning Powers.** The attorney-in-fact has the power to assess the status of my estate plan from time to time and to engage in such estate and tax planning as may be appropriate under the circumstances. In exercising this power, the attorney-in-fact shall give primary consideration to my continued health and well-being and is authorized to consider the dispositive aspects of my estate plan as reflected in my last will and testament, living trust or trusts, or other documentation of nonprobate disposition, together with my gifting patterns and stated intentions. Undertakings made pursuant to this grant of authority shall not significantly alter the interest of any of the objects of my bounty as previously provided for by me. To further these purposes, my attorney-in-fact has the authority:
 - a. To disclaim any interest, as defined in RCW 11.86.011, in any property that I would otherwise succeed to;
 - b. To exercise my power to transfer property to, withdraw property from, and terminate any trust created by me as trustor, and to create and fund a

trust for the benefit of me which upon my death does not have dispositive provisions different from those which would have governed the disposition of the trust property had it not been transferred into the trust;

- c. To make gifts of my property, including contributions to a tuition savings account or prepaid tuition plan as defined under Section 529 of the Internal Revenue Code (a "529 account"); but these gifts shall not exceed the annual gift tax exclusions allowed under the Internal Revenue Code or the law of any state in which I am domiciled at the time the gifts are made, unless the attorney-in-fact determines that a gift or gifts in excess of the annual exclusion are in my best interest in minimizing my gift or estate tax liability or to avoid probate. In making any gift under this paragraph, my attorney-in-fact shall consider a pattern of giving established by me, my ability to continue making this gift, my continued health and well-being, the potential reduction of estate and inheritance taxes upon my death, the availability of the annual gift tax exclusion allowed by the Internal Revenue Code and applicable state law, and other estate planning considerations. The attorney-in-fact shall not be deemed to have breached any fiduciary duty to me by reason of gifts made or withheld in good faith;
- d. If I am the account owner or responsible person (the "account owner") for a 529 account, or if my attorney-in-fact is the account owner of a 529 account to which I or my attorney-in-fact on my behalf has made gifts, to exercise all rights granted to an account owner of a 529 account, including any right to direct a qualified or nonqualified withdrawal; to change the beneficiary; and to change the account owner. If the governing rules for a 529 account permit me to designate a successor account owner in the event of my incapacity, my attorney-in-fact has no power over that 529 account while a successor account owner so designated is acting;
- e. To exercise, or to release in whole or in part, any power of appointment that I may possess;
- f. To make transfers of my property, whether outright or in trust, including gifts to my attorney-in-fact (notwithstanding RCW 11.95.100) or family members, and to revoke any community property agreement I may have entered into, for the purpose of qualifying or maintaining eligibility for

governmental medical assistance or long-term care coverage or to avoid estate recovery related to that assistance or coverage, to the full extent provided by law should there be an actual or anticipated need for medical care or long-term care for me. Any transfers made in good faith pursuant to this paragraph shall be deemed not to be a breach of fiduciary duty by the attorney-in-fact; and

- g. To revoke any community property agreement or other agreement fixing the status of community or separate property; to revoke any joint tenancy agreement and to sever any joint tenancy; to make, amend, alter, or revoke (i) any of my life insurance, annuity, or similar contract beneficiary designations, (ii) any payable-on-death or transfer-on-death beneficiary designation, (iii) any revocable transfer-on-death deed, (iv) any registration of my securities in beneficiary form, and (v) any designation of a person or persons as joint tenant or tenants with right of survivorship with me with respect to any of my property; to revoke any revocable trust created by me as trustor and, subject to any terms, conditions, or limitations in the governing trust instrument, to amend any revocable trust created by me as trustor; to exercise my rights to distribute property in trust or cause a trustee to distribute property in trust to the extent consistent with the terms of the trust instrument; to make transfers of property to any trust (whether or not created by me) if the trust benefits me alone during my lifetime and does not have dispositive provisions different from those that would have governed the property had it not been transferred into the trust; and to create and fund such trusts, partnerships, limited liability companies, corporations, or other entities as may be appropriate in order to reduce my or my estate's potential tax liability. However, I do not intend that the attorney-in-fact change my estate plan, but recognize that tax and distribution laws may change and the needs of my beneficiaries may change. I grant the attorney-in-fact the power set forth in this paragraph for the purpose of reducing estate, inheritance, and other transfer taxes, preserving property for the beneficiaries of my testamentary plan, and facilitating the transfer of property at the time of my death.
- h. Notwithstanding any of the previous provisions of this section 18, the acting attorney-in-fact is authorized to make transfers of any property to the acting attorney-in-fact or to exercise any of the powers described in

this section 18 in favor of the acting attorney-in-fact only (i) if the transfer constitutes a gift that does not exceed the annual gift tax exclusions allowed under the Internal Revenue Code or the law of any state in which I am domiciled at the time the gift is made; or (ii) for the purpose of providing for the acting attorney-in-fact's health, education, support, or maintenance as described in RCW 11.95.100, Sections 2041 and 2514 of the Internal Revenue Code and regulations thereunder, and any applicable provisions of subsequent law. But any named co-attorney-in-fact or successor attorney-in-fact has the power to exercise any of the powers granted in this section 18 in favor of my acting attorney-in-fact so as to confer an economic benefit upon my acting attorney-in-fact, without there being an actual succession in the office of attorney-in-fact.

19. **Digital Assets.** The attorney-in-fact is authorized to locate, access, administer, and transfer any digital asset, including the content of any electronic communication, that I may own or have an interest in. Without limiting the generality of the preceding sentence, the attorney-in-fact is authorized (i) to hire and reasonably compensate computer and other technical experts or advisors to assist the attorney-in-fact with respect to any digital asset; (ii) to change passwords or other means to access or control any digital asset; (iii) to take such actions as the attorney-in-fact deems necessary to protect the security and continued accessibility of any digital asset; and (iv) to communicate with any software licensor, internet service provider, or other third party in connection with the location, administration, transfer, or distribution of any digital asset.
20. **Transactions with Attorney-in-Fact.** The attorney-in-fact has the authority to enter into transactions authorized by this document with the attorney-in-fact in the attorney-in-fact's individual capacity so long as the attorney-in-fact believes in good faith that these transactions are in my best interest or the best interest of my estate. The attorney-in-fact remains eligible to serve in other fiduciary capacities for me or for my benefit, including service as trustee, guardian, or personal representative. The attorney-in-fact is not required to make my property income-producing.
21. **Appointment of Guardian.** It is my intent that this power of attorney obviate the need for a guardian. But if a guardian of my estate or my person is to be appointed for any reason, I nominate the attorney-in-fact named in this document (or, if the attorney-in-fact is unable or unwilling, then the successor attorney-in-fact named in this document) as that guardian, unless a court finds the attorney-in-fact or successor attorney-in-fact to be unqualified; but if the

provisions of this section 21 regarding a guardian of my person are inconsistent with the provisions regarding a guardian of my person set forth in a durable power of attorney for health care or similar instrument that has been validly executed by me and not revoked, then the provisions of that durable power of attorney for health care or similar instrument shall govern to the extent of the inconsistency.

- 22. Limitations on Powers.** Except to the extent expressly granted in this document, the attorney-in-fact has no authority to change the beneficiary of any life insurance policy or employee benefit, to change the testamentary disposition of my property, to make any gifts of my property, or to exercise any power of appointment. This limitation does not affect the authority of the attorney-in-fact to disclaim an interest.
- 23. Resignation of Attorney-in-Fact.** The attorney-in-fact has the authority to resign by a written resignation delivered to me, or if I am disabled, delivered to any person responsible for my care and custody. Any individual acting as attorney-in-fact shall be conclusively presumed to be unable to serve and to have resigned as attorney-in-fact when a guardian of the person has been appointed for the individual, or when the individual is determined to be disabled or incompetent as defined in this document.
- 24. Termination.**
- a. I may revoke or terminate this power of attorney in writing at any time. If this power of attorney has been recorded, the written instrument of revocation or termination shall be recorded in the office of the recorder, auditor, or other agency where this power of attorney was recorded.
 - b. A court-appointed guardian of my estate (but not a guardian of my person) may revoke, suspend, or terminate this power of attorney, after court approval.
 - c. This power of attorney shall terminate upon my death and actual knowledge or receipt of written notice of my death by the attorney-in-fact.
- 25. Accounting.** My attorney-in-fact shall keep a reasonable record of actions taken on my behalf and shall be reimbursed for all costs and expenses reasonably incurred. Upon request by me, the guardian of my estate, or the personal

representative of my estate, the attorney-in-fact shall produce this record and account for all actions taken by the attorney-in-fact for me or on my behalf.

26. **Expenses.** My attorney-in-fact shall be reimbursed for all costs and expenses reasonably incurred in that capacity. My attorney-in-fact is authorized to employ others and to pay reasonable and customary fees for their services to aid in the management of my assets or the exercise of powers pursuant to this power of attorney, including lawyers, accountants, and financial advisors.
27. **Reliance.** Any person without notice of revocation or termination of this document may rely in good faith upon the authority of my attorney-in-fact under this document without liability to me, my estate, heirs, successors, or assigns.
28. **Indemnity.** My estate shall hold harmless and indemnify the attorney-in-fact against all liability for acts done in good faith and not in breach of the attorney-in-fact's fiduciary duty.
29. **Definitions.** For the purposes of this power of attorney: (i) Any reference to the Internal Revenue Code or to the Code is to the Internal Revenue Code of 1986, as amended; (ii) the term "including" means "including, but not limited to"; and (iii) the terms "digital asset" and "content of an electronic communication" have the meaning set forth in RCW Chapter 11.120 (Washington revised uniform fiduciary access to digital assets act), as amended.
30. **Governing Law; Construction; Severability.** The laws of the State of Washington shall govern this power of attorney. Unless some other meaning and intent is apparent from the context, the plural includes the singular and vice versa, and masculine, feminine, and neuter words are used interchangeably. Headings and titles are for convenience and reference only, and do not define, limit, or construe the meaning of any provision. If a court of competent jurisdiction rules invalid or unenforceable any provision of this document, that provision shall be disregarded, but the remainder of this document shall, nevertheless, be given full force and effect.
31. **Inconsistent Documents.** If the provisions of this document are inconsistent with the provisions of any general power of attorney or other similar arrangement previously made by me, the provisions of this document shall govern to the

extent of the inconsistency and shall revoke and supersede the prior inconsistent provisions.

DATED: Sept 30th, 2016.

Carol Luvera
CAROL A. LUVERA

STATE OF WASHINGTON)
) ss:
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that CAROL A. LUVERA is the person who appeared before me, and said person acknowledged that she signed this DURABLE POWER OF ATTORNEY, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

(SEAL/STAMP)



Dated: September 30, 2016.

Karin McMichael

NOTARY PUBLIC

Print Name: KARIN MCMICHAEL

My Appointment Expires: 8-19-18