

**WHEN RECORDED RETURN TO:**

Land Title & Escrow  
3010 Commercial Ave  
Anacortes, WA 98221

**LAND TITLE AND ESCROW**

Title Order 02-177032-OE

**DOCUMENT TITLE(S):**

General Durable Power of Attorney

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

**GRANTORS:**

HOCHFELD, BERNICE C.

**GRANTEES:**

DWORSKY, MARLO  
MITCHELL, MARCIE

**ABBREVIATED LEGAL DESCRIPTION:**

Lot 166, Clearidge Div. II.

**TAX PARCEL NUMBER(S):**

4449-000-166-0001, P82619

## GENERAL DURABLE POWER OF ATTORNEY

I, BERNICE C. HOCHFELD, also known as Bernice Carol Hochfeld and Bernice Hochfeld, of Hennepin County, Minnesota, appoint MARLO DWORSKY, of Hennepin County, Minnesota, and MARCIE MITCHELL of King County, Washington, as my lawful attorneys-in-fact. Each attorney-in-fact must jointly exercise the powers granted.

1. **Scope and Duration.** This power of attorney shall be construed:

1.1 As a general power of attorney, effective from the date it is executed until my death unless revoked in writing by me while competent.

1.2 As a durable power of attorney under Minnesota Statutes, Section 523.07. It is my intention that the authorizations and powers granted in the power of attorney shall continue during any period that I am disabled, incompetent or absent.

2. **Powers.** My attorney-in-fact shall have all the powers incident to a general power of attorney under the common law and statutes of Minnesota, except for any limitations expressly set forth in paragraph 3 and shall also have full authority to take any actions necessary or incident to the execution of these powers, as fully as I could do if personally present. For purposes of clarification, and not as a limitation of this grant of powers, these powers shall include:

2.1 **Disposition of Property.** The power to lease, exchange, sell, convey, mortgage, pledge or otherwise dispose all real estate, all stocks, bonds and other securities, and any other property of any nature, upon such terms as my attorney-in-fact shall deem advisable, and to execute and deliver assignments, stock powers, contracts, mortgages, deeds, bills of sale and any other instruments;

2.2 **Investment.** The power to invest my funds in such properties as my attorney-in-fact deems advisable, investments in preferred and common stocks of any kind or class of any corporation, investment trusts and shares of a common trust fund, bonds, promissory notes, debentures or other obligations (secured or unsecured), leases, mortgages or other interests in real estate, and in any limited or general partnership, sole proprietorship, or other business enterprise, however organized and for whatever purpose;

2.3 **Borrowing and Pledging of Credit.** The power to borrow money for any purpose which my attorney-in-fact deems advisable, to pledge my credit, to incur debts on my account in favor of any creditor and to pay reasonable interests on such borrowings or indebtedness;

2.4 **Negotiable Instruments, Deposits and Withdrawal of Funds.** The power to endorse all notes, checks or other commercial paper in my name and to collect or deposit the same for collection with any financial institution; to deposit in my name in any financial institution

any of my money; to make withdrawals from any account maintained by me (or by my attorney-in-fact in my behalf) in any financial institution, and to open any safety deposit box of which I am a lessee without need of other authorization;

2.5 **My Obligations.** The power to pay, compromise, settle and satisfy any bills or other obligations of mine or any demands made on me as my attorney-in-fact deems advisable;

2.6 **Obligations of Others.** The power to collect, demand, sue for, and receive all debts, money, security for money, goods, chattels or other personal property to which I am entitled, and to settle or compromise the same as my attorney-in-fact deems advisable;

2.7 **Employment of Agents.** The power to employ any agents, servants, or other persons in the administration of my affairs, conferring on such persons both ministerial and discretionary powers and duties, and to pay them reasonable compensation for their services;

2.8 **Tax Obligations.** The power to prepare, verify and file federal and state income tax, gift tax, property tax, generation-skipping tax and any other tax returns, claims for refunds, requests for extension of time, petitions to any court regarding tax matters, and any other tax related documents including receipts, offers, waivers, consents, powers of attorney, closing agreements and declarations of all kinds; to receive confidential information; and generally to act on my behalf in all tax matters of all kinds, for all periods before any officer of the Internal Revenue Service or any other tax authority;

2.9 **Insurance.** The power to make application for insurance policies, to pay any fee or premium for the same out of my funds and, in regard to any life insurance policies, to exercise any and all rights or incidents of ownership in such policies, including the power to assign ownership of such policies to the named beneficiaries,

2.10 **Miscellaneous Powers.** The power to make application for licenses or any other matter or thing on my account and to pay any fee for the same out of my funds, to vote any shares of stock and to issue proxies and consents with respect thereto, to continue or to permit the continuation of any business in which I have any interest, for whatever period of time my attorney-in-fact deems advisable, to reorganize, merge, recapitalize, sell, dissolve or liquidate the business in whole or part, upon such terms as my attorney-in-fact deems advisable; this power shall include the power (a) to invest additional sums in any such business, (b) to act as or to select other persons to act as directors, officers or other employees of any such business, and (c) to make other arrangements with respect to the business as the attorney-in-fact deems advisable;

2.11 **Payments.** The power to disburse funds to pay for my support, maintenance and health care;

2.12 **Trusts.** The power to create and fund revocable or irrevocable trusts in my name conforming to or incorporating by reference the provisions of my latest validly executed will, or to transfer assets to any trust established by me even though the holder of this power may be a trustee or beneficiary of the trust, including the power to designate the trust as a beneficiary of any life insurance policy or to transfer to the trust the incidents of ownership of any insurance policy,

2.13 **Personal Care.** The power to arrange and pay for medical, dental, or hospital care, the services of a companion, convalescent care, extended care or nursing home care for me if the attorney-in-fact deems is advisable for me and to consent to or refuse any medical or surgical treatment;

2.14 **Guardian/Conservator.** The power to nominate in a probate court petition a guardian or conservator of my person, including my attorney-in-fact, it being my intent that the holder of this power shall retain full power over all of my financial affairs;

2.15 **Disclaimer.** The power to disclaim or renounce, in whole or in part, any assets, benefit or interest which would, but for the disclaimer, vest in me, even if the disclaimer constitutes a gift on my behalf; and

2.16 **Gifts.** The power to make gifts in my name, to any persons or organizations, but only to the extent that my attorney-in-fact determines that my financial needs can be met, the gifting program is compatible with my testamentary plan and such gifts continue to be prudent estate and tax planning devices. This power expressly includes the power to make gifts in excess of the gift tax annual exclusion amount to any person including my attorney-in-fact, so long as such gifts do not disproportionately favor my attorney-in-fact over other beneficiaries under my testamentary plan. This power does not grant my attorney-in-fact a general power of appointment over my assets.

2.17 **Beneficiary Designations.** The power to make beneficiary designations to any person, including my attorney-in-fact, so long as such designations are compatible with my testamentary plan and do not disproportionately favor my attorney-in-fact.

3. **Limitations on Powers.** The powers given to my attorney-in-fact in Article Two shall be construed so that no assets of my estate will be included in the estate of my attorney-in-fact in the event my attorney-in-fact predeceases me. The powers set forth in Article Two shall be subject to the following limitations:

3.1 **Insurance.** My attorney-in-fact shall not possess any incident of ownership in or powers over any insurance policies on the life of my attorney-in-fact;

**3.2 Payments and Gifts.** My attorney-in-fact shall not disburse assets of mine in any manner that discharges a legal obligation of my attorney-in-fact except for distributions authorized under paragraph 2.11.

**4. Exoneration of Attorney-in-Fact.** My attorney-in-fact shall be deemed to have acted within my attorney-in-fact's authority, to have exercised reasonable care, diligence and prudence, and to have acted impartially as to all persons interested in the assets of my estate unless the contrary is proved by affirmative evidence.

**5. Revocability.** I reserve the right to amend or revoke this power of attorney, while competent, by an instrument signed, witnessed, and acknowledged by me and delivered to my attorney-in-fact at any time.

**6. Competency and Medical Privilege.** If my competency to revoke this power of attorney is in doubt for any reason, my attorney-in-fact shall consult with my personal physician or any licensed physician, and may rely conclusively upon the physician's written medical opinion regarding my competency to manage my estate. If I fail or refuse to submit to an examination, the physician may rely solely upon observations and any written evidence in preparing the opinion. I waive any medical privilege in favor of my attorney-in-fact.

**7. Inducement Reliance.** All persons dealing with my attorney-in-fact may rely conclusively upon the original or a photocopy of this document, which is intended to give my attorney-in-fact complete authority over all of my assets and financial matters. For purposes of inducing any bank, broker, custodian, insurer, lender, transfer agent and any other party to act in accordance with the powers granted in this power of attorney, I hereby represent, warrant, and agree that if this power is terminated for any reason I and my heirs, legal representatives, successors and assigns will hold such party or parties harmless from any loss suffered or liability incurred by me or my estate and will indemnify such party of any loss or liability incurred by such party in acting in accordance with this power of attorney prior to such party's receipt of written notice of any such termination.

**8. Governing Law.** This power of attorney shall be governed by the laws of the State of Minnesota in all respects including its validity, construction, interpretation and termination. If any provision is determined to be invalid, such invalidity shall not affect the validity of any other provisions.

**9. Self-dealing.** This power of attorney authorizes my attorney-in-fact to transfer property to himself or herself. My attorney-in-fact shall be entitled to, and may pay from my assets, reasonable compensation for the services performed by him or her under this power of attorney and may reimburse himself or herself from my assets for all reasonable out-of-pocket expenses incurred by him or her on my behalf or for my benefit.

IN WITNESS WHEREOF, I have signed this instrument this 29<sup>th</sup> day of January 2020.

In Presence of:

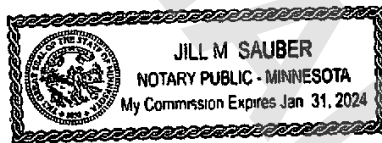
Bernice C. Hochfeld  
Witness

Bernice C. Hochfeld  
BERNICE C. HOCHFELD

Marlo Dworsky  
Witness

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On this 29<sup>th</sup> day of January 2020, before me, a Notary Public within and for said County, personally appeared BERNICE C. HOCHFELD, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



Jill M. Sauber  
Notary Public

**ACCEPTANCE OF APPOINTMENT AS  
ATTORNEY-IN-FACT AND  
SPECIMEN SIGNATURE**

The undersigned, MARLO DWORSKY and MARCIE MITCHELL, agree to act as attorneys-in-fact for BERNICE C. HOCHFELD, pursuant to the provisions of this power of attorney.

Marlo Dworsky  
MARLO DWORSKY

Marcie Mitchell  
MARCIE MITCHELL

Drafted By:  
SAUBER LEGAL SERVICES LLC  
7760 France Ave. S., Suite 1100  
Minneapolis, Minnesota 55435  
952-886-7442