

AFTER RECORDING RETURN TO:

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SKAGIT COUNTY RECORDERS COVER SHEET

Document Title:	GENERAL DURABLE POWER OF ATTORNEY OF JAMES V. OWENS
Reference No. of Document Assigned or Released:	N/A
Grantor:	JAMES V. OWENS
Grantee:	JUDITH ANN LEACH and PUBLIC
Legal Description (abbreviated)	S ½ NE ¼ SW ¼ NE ¼ SEC 2 TWP 33N RGE 4 EWM; and PTN SE ¼ NE ¼ SEC 2 TWP 33N RGE 4 EWM SKAGIT COUNTY, WA
Assessor's Property Tax Parcel Account No.:	P16192; P16201; P61202

General Durable Power of Attorney of James V. Owens

I, James V. Owens, also known as Jim Owens, of Mount Vernon, Washington, am creating a Durable Power of Attorney under the laws of the State of Washington. I revoke all Powers of Attorney previously granted by me as Principal and terminate all agency relationships created by me except:

powers granted by me under any state statutory short form Durable Power of Attorney;

powers granted by me under any Health Care Power of Attorney;

powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and

powers granting access to a safe-deposit box.

Article One Appointment of Agent

Section 1.01 Initial Agent

I appoint Judith Ann Leach to serve as my Agent.

Section 1.02 Successor Agent

If Judith Ann Leach fails to serve, I appoint the following persons to serve as successor Agent, in the order named:

Roger S. Riffle, First Alternate

Nancy B. Riffle, Second Alternate

If a successor Agent fails to serve as my Agent, I appoint the next successor Agent named above to serve as my Agent.

Section 1.03 Prior or Joint Agent Unable to Act

A successor Agent or an Agent serving jointly with another Agent may establish that the acting Agent or joint Agent is no longer able to serve as Agent by signing an affidavit that states that the Agent is not available or is incapable of acting. The affidavit may be supported by a death

certificate of the Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a physician's letter stating that the Agent is incapable of managing his or her own affairs, or a letter from the Agent stating his or her unwillingness to act or delegating his or her power to the successor Agent.

Article Two

Effectiveness of Appointment - Durability Provision

Section 2.01 Effectiveness

The authority granted to my Agent under this power of attorney will be effective immediately upon signing.

Section 2.02 Durability

The authority granted to my Agent under this power of attorney will not be affected by my subsequent disability, incompetency, incapacity, or lapse of time.

Section 2.03 Term of Durable Power of Attorney

This Durable Power of Attorney expires at the earliest of:

- my death (except for post-death matters allowed under Washington law); or
- my revocation of this power of attorney.

Article Three

Powers Granted to My Agent

I grant my Agent the powers described in this Article so that my Agent may act on my behalf. In addition, my Agent may do everything necessary to exercise the powers listed below.

Section 3.01 Power to Sell

Unless specifically limited by the other provisions of this power of attorney, my Agent may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, any marital right, and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Agent may determine the terms of sale and may grant sales options.

My Agent may dispose of sales proceeds on my behalf as my Agent determines is appropriate.

Section 3.02 Power to Buy

Unless specifically limited by the other provisions of this power of attorney, my Agent may buy any kind of property. My Agent may determine the terms for buying property and may obtain options to buy property. In addition, my Agent may insure the purchased property, and otherwise arrange for its safekeeping.

I authorize my Agent to borrow money for the purposes described in this Section and to secure the loan in any manner my Agent determines is appropriate.

I authorize my Agent to use my funds to repay any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

Section 3.03 Power to Invest

My Agent may invest and reinvest all or any part of my property in any other property of whatever type: real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

invest in securities of all kinds, limited partnership interests, real estate or interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, or interests in trusts including investment trusts;

participate in common, collective, or pooled trust funds or annuity contracts;

sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;

establish and terminate accounts with securities brokers and use brokerage accounts to make short sales, and pledge any securities held or purchased in brokerage accounts as security for loans and advances made to the account;

establish and terminate agency accounts with corporate fiduciaries; and

hire and fire financial and investment advisors.

Section 3.04 Power to Contract

My Agent may enter into contracts of any type and for any purpose. Unless specifically limited by the other provisions of this power of attorney and the law, my Agent may modify and cancel any existing or any new contracts to which I am a party.

Section 3.05 Power to Manage Real Property

My Agent may manage any real property I now own or may acquire in the future including my personal residence. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this power of attorney;

eject and remove tenants or other persons from property, and recover the property by all lawful means;

collect and sue for rents;

pay, compromise, or contest tax assessments and apply for tax assessment refunds;

subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;

maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;

employ laborers;

obtain or vacate plats and adjust boundaries;

adjust differences in the property's value on exchange or partition by giving or receiving consideration;

release or partially release real property from a lien;

enter into any contracts, covenants, and warranty agreements regarding my real property that my Agent considers appropriate; and

encumber property by mortgage or deed of trust.

I authorize my Agent to accept real property as a gift or as security for a loan.

Section 3.06 Power to Manage Tangible Personal Property

My Agent may manage any tangible personal property I now own or may acquire in the future. Unless specifically limited by the other provisions of this power of attorney, my Agent may:

lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this power of attorney;

recover my property by all lawful means;

collect and sue for rents;

pay, compromise, or contest tax assessments and apply for tax assessment refunds;

maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and

grant security interests in my property.

I authorize my Agent to accept tangible personal property as a gift or as security for a loan.

Section 3.07 Power to Manage Digital Assets

My Agent may access, modify, control, archive, transfer, and delete my digital assets. Digital assets include my sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

My digital assets may be stored in the cloud or on my own digital devices. My Agent may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets—this power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

Section 3.08 Oil, Gas and Mineral Interests

My Agent may acquire, maintain, develop, and exploit, either alone or jointly with others, any oil, gas, coal, mineral, or other natural resource rights or interests.

My Agent may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell, and exchange any of those rights and interests on terms and for a price that my Agent deems advisable.

My Agent may execute leases, pooling, unitization, and other types of agreements in connection with oil, gas, coal, mineral, and other natural resource rights and interests, even though the terms of those arrangements may extend beyond the trust's termination.

My Agent may execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that it considers proper.

My Agent may employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition, and development of any mineral interest, and may pay the cost of the services from the trust's principal and income.

Section 3.09 Power to Collect and Settle My Obligations

My Agent may collect all rights and benefits to which I am entitled now or in the future, including rights to cash payments, property, debts, accounts, legacies, bequests, devises, dividends, and annuities. In collecting my obligations, my Agent may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest, or otherwise dispose of these matters as my Agent determines appropriate.

My Agent may use all lawful means and methods to recover these assets and rights, to qualify me for benefits and claim benefits on my behalf, and to compromise claims and grant discharges regarding the matters described in this Section. My Agent may convert my assets into assets that do not disqualify me from receiving benefits, or my Agent may divest my assets altogether. In any divestment action or asset conversion, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

Section 3.10 Power Regarding Governmental Benefits

All powers described in this Section are exercisable with respect to all federal and state (or any subdivision thereof) programs existing when this power of attorney was executed or for which I become eligible after this power of attorney is executed. The power of attorney shall extend to any state in which I live when my Agent's powers become effective.

I appoint my Agent as my *Representative Payee* for the purposes of receiving Social Security benefits. My Agent may collect all benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Security Income (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency including Supplemental Security Income (SSI), Medicaid, and Social Security Disability Insurance (SSDI).

My Agent may:

gift or otherwise spend down my estate for Medicaid eligibility and planning;

execute vouchers in my name for allowances and reimbursements payable to me by the United States, a foreign government, a state, or a subdivision of a state to me, including allowances and reimbursements for my transportation, children's, and other individual's customarily or legally entitled to be supported by me, and for shipping their household effects;

take possession, remove, and ship any of my property from a post, warehouse, depot, dock, or other place of storage, whether governmental or private, and execute

and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

prepare, file, and prosecute my claims for benefits or assistances, financial or otherwise, for any claim to which I am entitled under a statute or government regulation;

prosecute, defend, arbitrate, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive;

receive the financial proceeds of any type of claim described in this Section and invest, disburse, or use the proceeds on my behalf for any lawful purpose;

sign on my behalf any document necessary to permit my return to my residence following my incapacity or other condition that prevents me from currently living there;

execute any trust agreement described in 42 U.S.C. § 1396p (d)(4) with any trustee or trustees that my Agent selects. In addition, my Agent may deliver and convey any or all of my assets to the trustee or trustees of the trust as well as designate the trust as payee of any income to which I may be entitled.

Section 3.11 Power Regarding Retirement Plans and Other Employee Benefits

My Agent may exercise all rights and collect all qualified retirement benefits to which I am entitled now or in the future. Specifically, my Agent may:

establish, using any of my assets, one or more qualified retirement plans in my name;

make or cause contributions to be made, including rollover contributions and conversion contributions, to any qualified retirement plan my Agent considers appropriate using my assets;

receive and endorse checks and other distributions to me from any qualified retirement plans, or arrange for the direct deposit of those checks or distributions in any of my accounts;

elect any form of payment from my qualified retirement plans and to withdraw benefits on my behalf from the IRAs and retirement plans;

make, exercise, waive, or consent to any and all elections and options that I may have regarding contributions to qualified retirement plans, investments, and administration of the retirement plans, and distribution or other forms of qualified retirement benefits available to me;

convert all or a portion of a qualified retirement plan to a Roth IRA under Internal Revenue Code Section 408A (or other similar qualified retirement plan);

with respect to any contribution to an IRA or Roth IRA, recharacterize all or any part of the contribution so that the contribution or any part of the contribution is treated as made to the other type of IRA;

with respect to any Thrift Savings Plan (TSP) account, conduct any business with the TSP, including the authority to sign any TSP-related document; and

borrow money, purchase assets from any of my qualified retirement plans, and sell assets to any of my qualified retirement plans if the plan authorizes these actions.

Section 3.12 Power Regarding Bank, Financial, and Credit Union Accounts

My Agent may establish bank, financial, or credit union accounts of any type in one or more banks, financial institutions, or credit unions that my Agent may choose. My Agent may modify, terminate, make deposits to, write checks on, make withdrawals from, and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity. This authority may be exercised whether the account was established by me or for me by my Agent. My Agent is authorized to negotiate, endorse, or transfer any check or other instrument with respect to any account; to contract for any services rendered by any bank, financial institution, or credit union; and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank, financial institution, or credit union with respect to accounts with the bank, financial institution, or credit union that appoints the bank, financial institution, credit union, or any person as my agent.

Section 3.13 Power Regarding Safe-Deposit Boxes

My Agent may contract with any institution to rent a safe-deposit box in my name. My Agent may have access to any safe-deposit box in my name or for which I am an authorized signer. This Section will apply whether the contract for the safe-deposit box was executed by me alone, jointly with others, or by my Agent in my name. My Agent may also add contents to or remove contents from a safe-deposit box, or terminate any rental contract for a safe-deposit box.

Section 3.14 Power to Prosecute and Defend Legal Actions

My Agent may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any legal, equitable, judicial, or administrative hearings, actions, suits, or proceedings involving me in any way. This authority includes claims by or against me arising out of property damage or personal injury suffered by me, or caused by me or under circumstances such that the resulting loss may be imposed on me. My Agent may otherwise engage in litigation involving me, my property, or my legal interests, including any property, interest, or person I am or may be responsible for.

Section 3.15 Power to Loan and Borrow

My Agent may make secured or unsecured loans to any person, entity, trust, or estate on my behalf, for any term or payable on demand, with or without interest. My Agent may enter into or modify

the terms of any mortgage, deed of trust, or security agreement made in connection with any loan and may release or foreclose on the mortgage, deed of trust, or security.

My Agent may borrow money on my behalf at interest rates and on other terms that my Agent considers advisable from any person, institution, or other source. If my then-acting Agent is a corporate fiduciary, this includes loans from its own banking or commercial lending department.

My Agent may encumber my property by mortgages, pledges, and other hypothecation and has the power to enter into any mortgage or deed of trust even though the term of the mortgage or deed of trust may extend beyond the effective term of this power of attorney.

My Agent may borrow money for any purpose on any life insurance policy owned by me on my life even though the term of the loan may extend beyond the effective term of this power of attorney. My Agent may grant a security interest in the policy to secure the loan. In this regard, my Agent may assign and deliver the policy as security. No insurance company will be under any obligation to determine the loan's necessity or how my Agent applies the loan proceeds.

Section 3.16 Power to Renounce or Resign from Fiduciary Positions

My Agent may resign or renounce any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney in fact, and officer or director of a corporation, as well as any governmental or political office or position. In so doing, my Agent may file an accounting with the appropriate court of competent jurisdiction or settle based on a receipt, release, or other appropriate method.

Section 3.17 Power to Disclaim or Release Property Interests

My Agent may renounce and disclaim any property or property interest or power to which I may become entitled by gift, testate succession, or intestate succession. My Agent may release or abandon any property interest or power that I may own or hold, now or in the future. This includes any interest in, or right over, a trust, including the right to alter, amend, revoke, or terminate the trust. My Agent may claim an elective share in any estate or under any Will. But my Agent may not make any disclaimer that is expressly prohibited by the law or other provisions of this power of attorney.

Section 3.18 Power Regarding Taxes

My Agent may represent me in all tax matters and proceedings before any agent or officer of the Internal Revenue Service, state and local authorities and in any court, for all periods.

My Agent may:

- prepare, sign, and file all federal, state, and local tax returns including income, gift, FICA, and payroll tax returns on my behalf;

- prepare, sign, and file claims for refunds, requests for extensions of time to file returns or pay taxes, extensions and waivers of applicable periods of limitation, and

protests and petitions to administrative agencies or courts (including the United States Tax Court);

sign consents and agreements under Internal Revenue Code Section 2032A or any successor section 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 with respect to any tax year;

pay taxes due, collect and dispose of refunds as my Agent determines appropriate, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority;

exercise any election I have under federal, state, or local tax law and allocate any generation-skipping tax exemption to which I am entitled; and

engage representation for me in any tax proceeding by attorneys-at-law, Certified Public Accountants, enrolled agents, and other licensed tax professionals.

Article Four Limitation on Powers

No individual serving as my Agent may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

cause any income generated by my property to be attributed to my Agent for federal income tax purposes;

cause the value of any property subject to this power of attorney to be included in my Agent's gross estate for federal estate tax purposes;

cause any distribution made or allowed to be made by my Agent to be treated as a gift from my Agent; or

discharge a legal obligation of my Agent.

If it becomes necessary for my Agent to liquidate or reinvest any of my assets to provide support for me, I direct that my Agent, to the extent that it is reasonably possible, avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

If it is necessary to disrupt the dispositive provisions of my estate plan, my Agent will use his or her best efforts to restore my plan as soon as possible. My Agent will make reasonable efforts to obtain and review my estate plan. I authorize any person with knowledge of my estate plan or possession of my estate planning documents to disclose information to my Agent and to provide copies of documents to my Agent.

Article Five Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the power of attorney and that protect my Agent and those who rely upon my Agent.

Section 5.01 Release of Information

My Agent may release and obtain any information regarding my financial investments and taxes, including any information regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, and any other documents or information regarding my financial affairs and taxes. This information may be obtained from my attorneys at law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information.

I release these persons or entities from any liability for releasing the above-referenced information to my Agent in reliance on this Section.

If my Agent is an attorney at law or other accounting or financial professional, the professional regulations of my Agent's profession and federal law may prohibit my Agent from releasing information about my financial affairs to others if I am a client of my Agent. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Agent as a client for the sole purpose of permitting my Agent to perform his or her duties under this power of attorney.

Section 5.02 Nomination of Guardian of My Estate

If appointment proceedings are ever initiated for Guardian of my estate, I concurrently nominate the person then serving or named to serve as my Agent under this power of attorney.

Section 5.03 Reimbursement for Expenses

My Agent may reimburse himself or herself for all reasonable expenses incurred for carrying out any provision of this power of attorney.

Section 5.04 Amendment and Revocation

I may amend or revoke this power of attorney at any time. Amendments to this document must be made in writing by me personally (not by my Agent) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

Section 5.05 Resignation

My Agent may resign by executing a written resignation delivered to me or, if I am mentally disabled, by delivery to any person with whom I am residing or who has my care and custody.

Section 5.06 Interpretation

This power of attorney is a general power of attorney and should be interpreted as granting my Agent all general powers permitted under the laws of State of Washington.

Section 5.07 Third Party Reliance

No person who relies in good faith on the authority of my Agent under this power of attorney will incur any liability to my estate; my heirs, successors, and assigns; or to me.

Section 5.08 Effect of Duplicate Originals or Copies

If this power of attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Agent may make photocopies (photocopies includes facsimiles and digital or other reproductions, referred to collectively as *photocopy*) of this power of attorney and each photocopy will have the same force and effect as the original.

Section 5.09 Governing Law

This power of attorney's validity and interpretation will be governed by the laws of the State of Washington. To the extent permitted by law, this power of attorney is applicable to all my property, whether real, personal, intangible, or mixed; wherever located; and whether or not I now or in the future own the property.

Section 5.10 Severability

If any provision of this power of attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

Section 5.11 Shall and May

Unless otherwise specifically provided in this document or by the context in which used, I use the word *shall* in this document to impose a duty, command, direct, or require, and the word *may* to allow or permit, but not require. In the context of my Agent, when I use the word *shall*, I intend to impose a fiduciary duty on my Agent; when I use the word *may*, I intend that my Agent is empowered to act with sole and absolute discretion unless otherwise stated in this document.

Article Six Declarations of the Principal

I understand that this power of attorney is an important legal document. Before executing this power of attorney, my attorney explained the following information to me.

