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<p>Document Title(s) (for transactions contained therein):</p> <p>Power of Attorney</p>
<p>Reference Number(s) of Documents assigned or released: (on page <u>n/a</u> of document(s))</p> <p>n/a</p>
<p>Grantor(s)</p> <p>Willard Lee Roberts</p>
<p>Additional Names on page ___ of document.</p> <p>Grantee(s)</p> <p>Kimberly A. Roberts</p>
<p>Additional Names on page ___ of document.</p> <p>Legal Description (abbreviated i.e. lot, block, plat or section, township, range)</p> <p>Slip 14, TF Dock, Skyline No. 23, a marine Condo</p>
<p>Additional legal is on page ___ of document.</p> <p>Assessor's Property Tax Parcel/Account Number</p> <p>4561-002-014-0003/P100172</p>
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**DURABLE GENERAL POWER OF ATTORNEY
EFFECTIVE IMMEDIATELY**

I, WILLARD LEE ROBERTS, a resident of the State of Washington, hereby appoint my wife, KIMBERLY A. ROBERTS, as my Agent. If she is unable or unwilling to act or to continue to act, then I appoint my niece, SABRA CRUME, as my successor Agent.

**ARTICLE 1
POWERS AND AUTHORITY**

1.1 **General Powers.** Except as otherwise provided in this document, I give my Agent full power and authority to do anything I could do as the absolute owner of my assets and liabilities. In granting this authority, I intend that my Agent have all of the authority described in the Washington Uniform Power of Attorney Act, RCW 11.125.260 through 11.125.390, except as modified in this document. This includes authority over my (a) real property; (b) tangible personal property; (c) stocks, bonds and financial instruments; (d) matters involving banks and financial institutions; (e) operation of a business or entity; (f) insurance and annuities; (g) estates, trusts and other beneficial interests; (h) claims and litigation; (i) personal and family maintenance; (j) government program and civil and military benefits; (k) retirement benefits; (l) taxes; and (m) gifting.

1.2 **Personal and Family Maintenance; Insurance.** In addition to the authority described in RCW 11.125.320 and .350, my Agent shall take all actions necessary to maintain my personal insurance policies, including but not limited to health, long-term care, personal liability, and asset protection. As needed, my Agent shall coordinate with my agent acting under any health care power of attorney regarding coverage and claims to be made under any health or long-term care policies. In addition, if directed by my agent acting under any health care power of attorney, my Agent shall rely upon such direction and make requested payments for any expenses related to my personal and family maintenance. My Agent shall be relieved from all liability for making any such payments.

1.3 **Gifting.** In addition to the powers granted to my Agent under RCW 11.125.390 with respect to making gifts, my Agent shall have the following authority:

1.3.1 Gifts made to or for the benefit of my wife may be made in any amount;

1.3.2 Gifts may be made to or for the benefit of donees in any amount, if such amounts are consistent with a pattern of giving that I have established or my Agent has knowledge that I planned to establish, even if such pattern differs from my plan for the ultimate disposition of my estate at the time of the gift; or

1.3.3 Gifts may be made to or for the benefit of donees in any amount, if such amounts are consistent with my estate plan at the time of the gift.

Notwithstanding any other provision of this paragraph, in no event shall my Agent make a gift to himself or herself in excess of the amount necessary or advisable for his or her maintenance, education, support and health. My Agent may, however, appoint a co-Agent with the sole authority to determine whether or not such a gift may be made to or for the benefit of my primary Agent. As long as an Agent acts in good faith, he or she shall have no liability for making a gift or for failing or refusing to make a gift under the authority provided in this power of attorney.

1.4 Trust and Estate Matters. In addition to the powers granted to my Agent under RCW 11.125.330 with respect to interests in estates and trusts, my Agent shall have the following authority:

1.4.1 Transfers to Trusts and Entities. My Agent may transfer any of my property to (a) a revocable trust that is for my benefit during my life or for the benefit of my wife and me during our lives, or (b) an irrevocable trust solely for my benefit during my life. My Agent shall also have the authority to transfer property that is located outside of my state of residence into a revocable trust or other legal entity for the purpose of avoiding or ameliorating the impact of possible probate proceedings in the state in which the property is located.

1.4.2 Retained or Granted Powers. My Agent may exercise or release any power retained by me as the trustor of any trust, including but not limited to providing direction to the trustee regarding trust administration or distributions, consenting to actions involving trust property, changing a trustee, or waiving or releasing grantor trust powers. My Agent may also exercise or release any power granted to me, in a non-fiduciary capacity, including but not limited to grantor trust powers, options to purchase trust or estate property, or the exercise of a power of appointment as provided in paragraph 1.5.5.

1.4.3 Beneficiary Rights and Powers. My Agent may act as my representative for all purposes related to my interest as a beneficiary of an estate or trust, including but not limited to the power to (a) cause a trustee to make distributions of property held in a trust under the same conditions that are applicable to me if my Agent believes it is in my best interests to do so; (b) request and receive on my behalf all notices, information and reports available to me as a beneficiary; (c) object to any such notice, information or report for the purpose of protecting my beneficial interest; (d) remove or appoint a trustee; and (e) consent or object to any proposed action by a trustee.

1.4.4 Withdrawals from Revocable Trust. My Agent may withdraw property from any revocable trust established by me for my benefit or by my wife and me for our benefit for the purpose of making gifts authorized in paragraph 1.3 and may direct the Trustee of any such trust to make distributions on my behalf for such purpose.

1.5 Estate Planning Documents. If my Agent determines in good faith that action is needed to preserve my estate plan as contemplated by RCW 11.125.140(1)(f), my Agent, acting alone or in conjunction with others, shall have the power to:

1.5.1 Create, amend, revoke or terminate an inter vivos trust or community property agreement;

1.5.2 Make gifts as described in paragraph 1.3;

1.5.3 Create or change rights of survivorship or a beneficiary designation;

1.5.4 Waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan;

1.5.5 Exercise any power of appointment in favor of any permissible appointee specified in the power, and

1.5.6 Make any other provision for a nonprobate transfer at death in a nontestamentary instrument as described in RCW 11.02.091.

1.6 Foreign Assets. Notwithstanding RCW 11.125.300, my Agent shall have no power or signature authority over any interest I may have in (a) a passive foreign investment company as described in Section 1297 of the Code, (b) a "specified foreign financial asset" as described in Section 6038D of the Code, or (c) an account in a foreign financial institution as described in 31 USC Section 5312 unless my Agent expressly assumes authority over such an asset or account in a signed writing.

1.7 Section 529 Plans. To the extent permitted under the plan, my Agent may exercise all rights granted to me as owner of a qualified tuition program defined in Section 529 of the Code, including but not limited to the right to direct a qualified or nonqualified withdrawal, to change the beneficiary and to change the account owner or successor account owner.

ARTICLE 2 CO-AGENTS, SUCCESSION AND DELEGATION

2.1 Appointment and Removal of Co-Agents. Each acting Agent shall have the power to designate a person or entity to serve with him or her as a co-Agent. An Agent may remove any co-Agent appointed by him or her at any time, in writing and without court approval. Any co-Agent appointed in the manner described in this paragraph shall no longer serve as an Agent if the person who appointed the co-Agent becomes unable or unwilling to continue as an Agent.

2.2 Actions by Co-Agents. At any time co-Agents are serving, each may act independently or in the manner that such co-Agents have delegated powers, duties and authority among themselves. Any delegation must be documented in a writing signed by all co-Agents. Co-Agents remain liable for the acts or omissions of each other as provided in RCW 11.125.110.

2.3 Appointment of Successors. Each acting Agent shall have the power to designate a person or entity to serve as my successor Agent if all Agents named on the first page become unable or unwilling to act.

2.4 Powers of Successor Agents. Each successor Agent acting under this power of attorney shall have the same powers and authority and be subject to the same limitations as my original Agent. Any person or institution dealing with a successor Agent shall be entitled to rely on such successor's written statement that all named Agents with priority are unable or unwilling to serve at that time.

2.5 Engage and Discharge Others. I authorize my Agent to engage and discharge attorneys, accountants, bookkeepers, investment advisors, property managers and others to render services for my benefit and delegate to such persons certain powers otherwise granted to my Agent. My Agent shall not be responsible for an act, error of judgment or default of any person engaged by my Agent as long as my Agent exercises care, competence and diligence in selecting and monitoring the person, provided that my Agent shall not be relieved of liability for a person's discretionary acts that, if done by my Agent, would result in liability to the Agent.

ARTICLE 3 EFFECTIVE DATES OF AUTHORITY

This power of attorney and the powers granted to my Agent are effective immediately and shall not be affected by my disability or incapacity.

ARTICLE 4 AGENT DUTIES AND RELIEF FROM LIABILITY

My Agent shall have all of the duties expressed in RCW 11.125.140. This specifically includes the duty to act (a) in good faith and within the scope of authority granted herein, (b) in accordance with expectations that I have conveyed to my Agent, if any, and (c) in furtherance of my best interests. This also includes the duty to act loyally for my benefit and with the care, competence and diligence ordinarily exercised by agents in similar circumstances. I hereby approve all acts and omissions of my Agent, and my estate shall hold harmless and indemnify my Agent from any and all liability for such acts and omissions except (a) as otherwise specifically provided, or (b) acts or omissions made in bad faith or with intentional misconduct or gross negligence.

ARTICLE 5 NOMINATION OF CONSERVATOR

I hope that by executing this power of attorney I will have eliminated the need for a conservatorship. However, if it should become necessary for a conservator to be appointed, then I request that the Court, except for good cause or disqualification, appoint my Agent as my conservator. I also appoint my Agent to serve as my guardian unless I have executed a separate Health Care Power of Attorney (regardless of the date of execution) that includes a guardian nomination.

**ARTICLE 6
RELEASE OF INFORMATION**

If at any time a lawyer acting on my behalf becomes concerned that I may be incapacitated or under the undue influence of any person or persons, then I authorize (but do not direct) such lawyer to contact an appropriate health care professional or a member of my family to investigate that concern. In addition, I authorize the lawyer who prepared or who has knowledge of my estate plan to release information regarding my estate plan and my overall intent to my Agent for the purposes of assisting the Agent with the powers granted in paragraphs 1.3 and 1.5. I specifically release my lawyer from any liability for releasing information that might otherwise be subject to the attorney/client privilege if he or she reasonably believes it is necessary or advisable under the circumstances.

**ARTICLE 7
COMPENSATION AND REIMBURSEMENT FOR COSTS**

Under RCW 11.125.120, my Agent is entitled to reasonable compensation and to reimbursement for all expenses reasonably incurred while acting on my behalf. Compensation must be claimed within one year after the provision of services or it will be deemed to have been waived.

**ARTICLE 8
REVOCAION AND TERMINATION**

8.1 **Revocation.** I hereby revoke any other general durable power of attorney that I may have previously executed. I may revoke this power of attorney in writing at any time. If this document is hereafter recorded, then no written revocation shall be effective as to third parties until notice of the revocation is recorded in the same county.

8.2 **Termination.** This power of attorney shall terminate as provided in RCW 11.125.080 and 11.125.100(1), and my Agent's authority shall terminate as provided in RCW 11.125.100(2).

**ARTICLE 1
DEFINITIONS**

The following terms shall have the meanings noted below:

