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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): Marie D. Wertz
Additional Names on page ___ of document.
Grantee(s): Mark E. Wertz
Additional Names on page ___ of document.
Abbreviated Legal Description: Unit 1, Building Tract 88, 'Creekside Condo.'
Additional legal is on page ___ of document.
Tax Parcel Number(s): 4740-088-001-0000/ P116176

DURABLE POWER OF ATTORNEY

1. Designation. The undersigned (the "Principal"), Maric D. Weltz, designates Mark E. Weltz as Attorney-In-Fact for the Principal. If Mark E. Weltz at any time declines, fails or is unable to act as Attorney-In-Fact for the Principal, the Principal designates Timothy B. Weltz as Attorney-In-Fact for the Principal.

2. Effectiveness; Duration. This power of attorney shall become effective immediately, shall not be affected by the disability or incompetence of the Principal, and shall continue in force, unless sooner revoked or terminated under Paragraph 5, notwithstanding any uncertainty as to whether the Principal is dead or alive.

3. Powers. The Attorney-In-Fact shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Washington, all as provided in RCW 11.125.260-390 and Section 410. No authority is granted with the respect to health care decisions, which power is exercised by separate instrument. This grant of powers shall include, without limitation, the power and authority specified below.

3.1 Real Property. The Attorney-In-Fact shall have general authority in respect to the Principal's property as authorized under RCW 11.125.270. In addition, the Attorney-In-Fact is authorized to execute Transfer on Death Deeds and to revoke the same, so long as such Deeds make transfers to the natural heirs of the Principal.

3.2 Personal Property. The Attorney-In-Fact shall have authority over any interest in personal property as provided under RCW 11.125.280.

3.3 Financial Accounts. The Attorney-In-Fact shall have the authority to deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions and securities dealers), all as authorized by RCW 11.125.290, 300 and 320. This shall 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. The Attorney-In-Fact, further, shall have the authority to purchase, amend, terminate, as well as alter or select Payable on Death Beneficiaries for annuity contracts, securities as authorized by RCW 21.35, or add Joint Tenancy designations including Joint Tenancy with Right of Survivorship as well as making other non probate transfers recognized under RCW 11.02.091. It, however, shall be a breach of the Attorney-In-Fact's fiduciary duty under this agreement to engage in such acts for the purpose of defeating the Principal's clearly stated estate plans as set forth by trust or Last Will and Testament.

3.4 Digital Assets. My Attorney-In-Fact shall have the power to access, handle, distribute and dispose of my digital assets in all manner as allowed under RCW 11.120.04, including electronic communications. "Digital assets" include files stored on my digital devices, including, but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops. The term "digital assets" also includes, but is not limited to, emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social

network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops, or such comparable items as technology develops, regardless of the ownership of the physical device upon which the digital item is stored.

3.5 United States Treasury Bonds. The Attorney-In-Fact shall have the authority to purchase United States Treasury Bonds which may be redeemed at par in payment of federal estate tax.

3.6 Claims And Litigation. The Attorney-In-Fact shall have authority to pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness made by or against the Principal, and, in so doing, use any of the Principal's funds or other assets or use funds or other assets of the Attorney-In-Fact and obtain reimbursement out of the Principal's funds or other assets, all as authorized under RCW 11.125.340.

3.7 Tax Matters. The Attorney-In-Fact shall have authority to act in respect to all State and Federal tax matters as authorized under RCW 11.125.380, including the filing of returns, payment of taxes, negotiation and compromise of claims, together with the right to access all tax records which the Attorney-In-Fact deems appropriate for the purpose of assisting the Principal in the management of the Principal's financial affairs. The Attorney-In-Fact, further, shall have the authority to execute all appropriate forms of the Internal Revenue Service or other State or local jurisdiction, in order to effectuate the powers granted by this instrument.

3.8 Safe Deposit Box. The Attorney-In-Fact shall have the authority to enter any safe deposit box in which the Principal has a right of access.

3.9 Disclaimer. The Attorney-In-Fact shall have the authority to disclaim any interest, as defined in RCW 11.86.010, in any property to which the Principal would otherwise succeed and to decline to act or resign if appointed or serving as an officer, director, executor, trustee or other fiduciary.

3.10 Gifts and Other General Authority. To engage in the acts enumerated under RCW 11.125.240 (1) (a-k). To make gifts, without limitation, to the Principal's spouse or to any of the Principal's lineal descendants, and to make other gifts consistent with the Principal's previous gifting activity, so long as this power is exercised in a manner consistent with the provisions of RCW 11.125.390(3) and so long as the gifting activity is not implemented by the Attorney-in-Fact to create preferential transfers to the Attorney-in-Fact or their spouse or lineal descendants, to the detriment of the Principal's other heirs. This power shall include the power to make such gifts to, or from, any account, guardianship estate, custodianship or trust estate from which, or to which, the Principal could make such gifts, and the power to cause the custodian, guardian or trustee to do so, or accept such.

3.11 Transfers. The Attorney-In-Fact shall have the authority, under RCW 11.125.360, to make any transfer of resources not prohibited by RCW 74.09, including any subsequent amendments, for the purpose of qualifying the Principal for medical assistance or the limited casualty program for the medically needy. To effect such a transfer, the Attorney-In-Fact shall have the authority to revoke the Principal's community property agreement with the Principal's spouse.

3.12 Compensation and Reimbursement of Expenses. The Principal hereby authorizes and directs the Attorney-In-Fact to advance reasonable and necessary expenses in the exercise of their responsibilities under this Power of Attorney. The Attorney-In-Fact is specifically authorized to reimburse themselves for their reasonable and necessary expenses which they may advance in the exercise of their duties hereunder. The Attorney-In-Fact is further authorized and encouraged, when they deem it desirable or necessary, to employ professionals to aid in the management of the Principal's assets and in matters concerning Principal's person to include, but not be limited to, lawyers, accountants, physicians, nurses, and other medical or paramedical personnel. 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 light services performed by an attorney-in-fact or professional guardian.

3.13 Special Attorney-in-Fact. The then serving Attorney-in-Fact shall not be authorized to exercise any of the powers set forth herein for his or her own benefit or in satisfaction of a legal obligation of the Attorney-in-Fact, except with the express written consent or authorization of the Special Attorney-in-Fact identified as follows: The Principal hereby designates the first-named alternate Attorney-in-Fact to serve as Special Attorney-in-Fact for the sole purpose of authorizing and consenting to the exercise of powers by the Attorney-in-Fact that would bestow a benefit on the Attorney-in-Fact, including, without limitation, gifts to the Attorney-in-Fact. If the first-named alternate Attorney-in-Fact is unable or unwilling to serve, then the second-named alternate Attorney-in-Fact may serve in this role. The first-named alternate Attorney-in-Fact shall have the power to designate for appointment, without court proceedings, a succession of alternate Special Attorneys-in-Fact to serve if neither the first- nor the second-named alternate Attorneys-in-Fact are able or willing to so serve. Should the first-named alternate Attorney-in-Fact and the second-named alternate Attorney-in-Fact decline to appoint a Special Attorney-in-Fact for whatever reason, then the named Attorney-in-Fact may make the appointment. Any such designation shall be written and acknowledged. In exercising this authority, the Special Attorney-in-Fact shall be governed by the general criteria and limitations set forth herein.

4. Cooperation with Attorney-in-Fact for Health Care. I do hereby direct that my Attorney-In-Fact shall cooperate with the person to whom my health care decision-making authority has been delegated, in order to facilitate the health care needs and decisions, as established by my Attorney-In-Fact for Health Care.

5. Termination. This power of attorney may be terminated by:

5.1 the Principal, by written notice to the Attorney-In-Fact and, if this power of attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the power was recorded;

5.2 a Guardian of the estate of the Principal, after court approval of such revocation; or

5.3 the death of the Principal, upon actual knowledge or receipt of written notice by the Attorney-In-Fact.

6. **Accounting.** Upon request of the Principal or the Guardian of the estate of the Principal or the Personal Representative of the Principal's estate, the Attorney-In-Fact shall account for all actions taken by the Attorney-In-Fact for, or on behalf of, the Principal.

7. **Reliance.** Any person acting without negligence and in good faith in reasonable reliance on this power of attorney shall not incur any liability thereby. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs and personal representatives of the Principal.

8. **Indemnity.** The estate of the Principal shall hold harmless and indemnify the Attorney-In-Fact from all liability for acts done in good faith and not in fraud on the Principal.

9. **Applicable Law and Interpretation.** The laws of the State of Washington shall govern this power of attorney and the interpretation hereof.

10. **Revocation of Prior Powers.** Powers of Attorney for health care decision making executed concurrently with this document shall be fully effective and this financial power of attorney shall not operate to revoke such document. An additional Power of Attorney for financial management executed on this date, naming Laurie J. Weltz as Attorney-in-Fact, shall run concurrently with grant of powers hereunder. Powers of attorney executed prior to date of this document are hereby revoked.

DATED: February 1, 2019.

Marie D. Weltz
Marie D. Weltz

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Marie D. Weltz 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 in the instrument.

DATED: February 1



Michael R. Winslow
Notary Public
My appointment expires 01/06/2020