

**WHEN RECORDED MAIL TO:**

Guardian Northwest Title & Escrow Company  
1301 Riverside Drive, Ste B  
Mount Vernon, WA 98273  
(360) 424-0111

**DOCUMENT TITLE(S)**

Power of Attorney

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

23-18589-KH

**GRANTOR(S):**

M. Joyce Nichols

**GRANTEE(S):**

Connie R. Walser

**ABBREVIATED LEGAL DESCRIPTION:**

Lot 1, PLAT OF CANDLE RIDGE

**TAX PARCEL NUMBER(S):**

P104236/4610-000-001-0000

## of

**(Effective Immediately)**

- c. Disposition of Real Property. To sell, convey, exchange, lease, or encumber any real property or interest therein, in fee simple or otherwise, to any person or entity for such price and on such terms as my Agent deems advisable, and, for these purposes, to execute and acknowledge any listing or brokerage agreement, earnest money agreement, contract, deed, lease, or other assurance, under such covenants as my Agent deems advisable.

## DURABLE POWER OF ATTORNEY - 1

KLIN VERSHAND HOMERIZ - ZINCHOLS, Jm & JmCOPCA/INT/1941/05/023 doc5

d. Acquisition of Real Property. To purchase or lease, in fee simple or otherwise, any real property or interest therein for such price, or in exchange for such assets, and on such terms as my Agent deems advisable, and, for these purposes, to receive, confirm, make, and execute any contracts, deeds, mortgages, conveyances, leases, promissory notes, or other instruments.

e. Possession and Management of Real Property. My Agent may take possession of any real property; enter into a property management agreement for the same; protest or contest any assessments or taxes assessed or levied against the same; contract for any repairs or alterations of the same; grant any easement in order to effect a sale, exchange, or lease of the same; and collect any rentals derived therefrom.

f. Personal Property. To purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage, and pledge personal property or any interest in personal property.

g. Insurance. To insure any goods or other personal property, or any real property or interest therein, at such premiums and for such risks as my Agent deems advisable.

h. Securities. To deal with all types of securities in any manner, including the right to transfer and sell securities.

i. Disclaimer. To renounce or disclaim any interest otherwise passing to me by intestate or testate succession or by *inter vivos* transfer. In so disclaiming, my Agent may rely with acquittance upon the advice of my attorney regarding my estate planning objectives.

j. Taxes. To handle any and all state, federal, and local tax matters on my behalf including, but not limited to, exercising the authority to prepare and submit (or have prepared and submitted) income and other tax returns; make elections in connection therewith that may be necessary or proper; pay taxes as may be due; represent me during audits, appeals, and lawsuits related to any tax return; appoint a representative to represent me in any tax matters; and pay any assessment for interest or penalties levied against me in connection with such tax returns.

k. Monies Due; Debts Owed. To request, demand, recover, collect, endorse, and receive all monies, accounts, gifts, bequests, dividends, annuities, rents, and payments due to me; to settle, compromise, and pay any debts or claims for such amounts and on such terms as my Agent deems advisable and, in particular and without limitation, pay any debts arising from my care or maintenance.

l. Revoke and Amend Documents. If my spouse is acting as my Agent, to make, alter, or revoke any community property agreement, agreement as to status of property, or other document of similar import entered into by me; or to make, amend, alter, or revoke any life insurance beneficiary designations and/or any retirement plan beneficiary designations, so long as, in the sole discretion of

#### **DURABLE POWER OF ATTORNEY - 2**

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my Agent, such action would be in my best interest and in the best interest of those interested in my estate; provided, however, the authority granted in this subparagraph (Revoke and Amend Documents) shall not extend to any alternate Agent.

m. Delegation of Authority to Alternate Agent. To delegate, in writing, to any alternate Agent named above any authority granted under this power of attorney; provided, however, any such delegation of authority shall set forth the time period for which it is valid and shall specify the limits, if any, of the authority delegated during such period.

n. Transfer of Assets. To make any transfer of resources not prohibited under Chapter 74.09 RCW as now or hereafter amended or recodified, when the transfer is for the purpose of qualifying me for medical assistance or limited casualty program for the medically needy or for the purpose of preserving for me or my relative(s), the maximum amount of property allowed under applicable law if an application has been made for governmental medical assistance or in anticipation of such application. In addition to the authority herein granted, my Agent shall have the further authority to make transfers of resources not otherwise prohibited under state or federal law for the purpose of avoiding the application of any lien under Chapter 74.09 RCW and Chapter 43.20B RCW as now or later amended or recodified.

o. Digital Assets. To access, use, and control 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 for the purpose of accessing, modifying, deleting, controlling, or transferring digital assets, and the power to access, modify, delete, control, and transfer my digital assets, including but not limited to my emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, web pages, blogs, file sharing accounts, financial accounts, online bill-paying, 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. My Agent shall have all of the powers conferred herein to access and manage digital assets and accounts, together with all of those provided for in Chapter 11.120 RCW, as may be amended.

p. Retirement Accounts. To establish one or more "individual retirement accounts" or other retirement plans or arrangements in my name. Also, in connection with any pension, profit-sharing, individual retirement arrangement, Roth IRA, or any other retirement plan, arrangement, or annuity in which I am (or my spouse is) a participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is hereinafter referred to as "such Plan"), my Agent shall have the following powers in addition to all other applicable powers granted herein:

- (i) To make contributions (including "rollover" and/or "conversion" contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf;
- (ii) To receive and endorse checks or other distributions to me from such Plan

#### DURABLE POWER OF ATTORNEY - 3

USER:VERSALADY\HOMESBRL-2725010LSJ,Int & Joyce2DPOA (forcc-7584) 659412.6001

~~SERVERS ARE IN CONTACT - ZINCHON E 348 10-00000A (SOYCE-VIA) 10/27/92~~

8. **Revocation.** I may revoke my Agent's authority under this power of attorney at any time by giving the Agent written notice personally delivered or mailed to the last known address for the Agent.

9. **Termination.**

a. **My Death.** This power of attorney shall terminate upon actual knowledge of, or written notice to, the Agent of my death.

b. **Appointment of Conservator.** This power of attorney shall terminate upon the appointment by the court of a conservator of my estate or appointment of another fiduciary charged with the management of all of my property. In the case of a limited conservatorship in which a fiduciary is charged by the court with the management of some, but not all of my property, my Agent's power shall continue except to the extent ordered by the court.

c. **Filing by Spouse/Agent.** My spouse's authority to act under this power of attorney and the nomination of my spouse as conservator shall terminate immediately upon the earlier of the filing or service of documents to commence a legal proceeding for a decree of dissolution of marriage, a decree of legal separation, or a decree declaring the marriage invalid.

10. **Appointment of Conservator.** Should the court need to appoint a conservator of my estate, it is my desire that the Agent or any alternate Agent herein named be appointed by the court, in order of priority listed.

11. **Accounting.** My Agent shall be required to account to a conservator of my estate or personal representative of my estate, if requested by any of them.

12. **Reliance; Copies.** My Agent and any person dealing with my Agent shall be entitled to rely upon this power of attorney so long as such party has not received actual knowledge or actual notice of revocation, suspension, or termination of the power of attorney by my death or otherwise. Any action so taken in good faith, unless otherwise invalid or unenforceable, shall be binding on my heirs, legatees, devisees, and personal representative. Third parties shall be entitled to rely upon a copy, however produced or transmitted, of the signed original of this instrument.

13. **Indemnification.** My estate shall hold harmless and indemnify my Agent from any and all liability for acts done in good faith.

14. **Liability for Delegation to Third Parties.** If my Agent engages another person on my behalf and exercises care, competence, and diligence in selecting and monitoring that person, my Agent shall not be liable for the acts of that person so long as the acts are not discretionary acts that, if committed by my Agent, would result in liability to my Agent.

**DURABLE POWER OF ATTORNEY - 5**

USER VERIFIED: 10/06/2023 - 20/06/2023, 10:58 AM (Power of Attorney)

15. **Costs and Compensation.** My Agent shall be reimbursed for all costs and expenses reasonably incurred. In addition, my Agent shall be paid at least annually, without the necessity of court approval, such compensation for services performed by my Agent as is reasonable in the community for like services performed by an agent and/or a conservator of the estate. A bank or similar institution acting as my Agent shall be compensated based on its fee schedule for providing services as an agent under power of attorney.

16. **Applicable Law.** This power of attorney shall be construed in accordance with and governed by the laws of the State of Washington, as now existing or hereafter amended to liberalize the authority granted under such laws. This document is intended to be valid in any jurisdiction in which it is presented.

17. **Resignation of Agent.** My Agent may resign his or her duties by giving written notice to me and to any successor Agent. If I am incapacitated and none of these persons are available, my Agent may resign by giving written notice to any person reasonably believed by my Agent to have sufficient interest in my welfare (including a court-appointed guardian, conservator, or other fiduciary), to a governmental agency having authority to protect my welfare, or by recording notice with the county recorder's or auditor's office in the county where I reside.

IN WITNESS WHEREOF, the undersigned has executed this Durable Power of Attorney on this 4<sup>th</sup> day of May, 2022, to become effective as provided in the paragraph titled "Effectiveness and Durability" above.

  
M. JOYCE NICHOLS, Principal

**DURABLE POWER OF ATTORNEY - 6**

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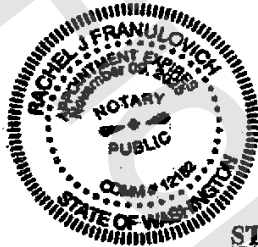
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **M. JOYCE NICHOLS** 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 mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 4<sup>th</sup> day of May, 2022.



[Signature]  
 Printed Name Rachel Franulovich  
 NOTARY PUBLIC in and for the State of Washington  
 My Commission Expires 11-09-2025

### STATEMENT OF WITNESSES

I declare that the person who signed this document (the "Principal") is personally known to me, the Principal signed this Durable Power of Attorney in my presence, and the Principal appears to be of sound mind and under no duress, fraud, or undue influence. The Principal requested that I sign as a witness to the Durable Power of Attorney. I am a disinterested witness in that I am not a home care provider for the Principal or a care provider at an adult family home or long-term care facility in which the Principal resides nor am I related to the Principal or to any Agent appointed herein by blood, marriage, or state registered domestic partnership.

WITNESSED this 4<sup>th</sup> day of May, 2022.

[Signature]  
 (Signature of Witness)  
**Rachel Franulovich**  
 (Print Name)  
 Address: 227 Freeway Drive, Suite B  
 Mount Vernon, WA 98273

[Signature]  
 (Signature of Witness)  
**BETHANY HOEMANN**  
 (Print Name)  
 Address: 227 Freeway Drive, Suite B  
 Mount Vernon, WA 98273

**DURABLE POWER OF ATTORNEY - 7**

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**EXHIBIT "A"**  
**Property Description**

**Closing Date:** June 22, 2023  
**Buyer(s):** Pepper Severson and Rick M. Severson  
**Property Address:** 3410 East Broadway, Mount Vernon, WA 98274

**PROPERTY DESCRIPTION:**

Lot 1, "PLAT OF CANDLE RIDGE", as per plat recorded in Volume 15 of Plats, pages 110 and 111, records of Skagit County, Washington.