

**WHEN RECORDED RETURN TO:**

Craig Newell  
19027 44<sup>th</sup> Ave NE  
Arlington, WA 98223

**DOCUMENT TITLE(S):**

Durable Power of Attorney

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

**Grantor:**

Ruth M. Newell

**Grantee:**

Craig Newell

**ABBREVIATED LEGAL DESCRIPTION:**

Unit 1, Building 2, MADDOX HIGHLANDS CONDOMINIUM Ilc

**TAX PARCEL NUMBER(S):**

P119424/4798-002-001-0000

**DURABLE POWER OF ATTORNEY FOR FINANCIAL MANAGEMENT****WARNING TO PERSON EXECUTING THIS DOCUMENT:**

*THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:*

*THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT WITH BROAD LEGAL POWERS, INCLUDING THE POWERS TO MANAGE, DISPOSE, SELL AND CONVEY YOUR REAL AND PERSONAL PROPERTY AND TO BORROW MONEY USING YOUR PROPERTY AS SECURITY FOR THE LOAN.*

***THESE POWERS WILL CONTINUE TO EXIST EVEN IF YOU BECOME DISABLED OR INCAPACITATED.** THESE POWERS WILL EXIST UNTIL YOU REVOKE OR TERMINATE THIS POWER OF ATTORNEY. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS POWER OF ATTORNEY AT ANY TIME.*

*THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTHCARE DECISIONS FOR YOU.*

*IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.*

**1. Principal and Attorney-in-Fact****PRINCIPAL**

I, **RUTH NEWELL**, appoint the person named below as my attorney-in-fact to act for me in any lawful way with respect to the powers delegated in Part 4, below. I expressly revoke all prior powers of attorney.

**ATTORNEY-IN-FACT**

I appoint **CRAIG NEWELL**, as my attorney-in-fact.

**2. Delegation of Authority**

My attorney-in-fact may delegate, in writing, any authority granted under this durable power of attorney to a person he or she selects. Any such delegation shall state the period during which it is valid and specify the extent of the delegation.

**3. Effective Date**

This power of attorney is **EFFECTIVE IMMEDIATELY**.

Ruth Initials

**4. Powers of Attorney-in-Fact**

I grant my attorney-in-fact power to act on my behalf in the following matters, as indicated by my initials next to each granted power or on line (17), granting all the listed powers. Powers that are struck through are not granted.

**INITIALS**

- \_\_\_\_ (1) Real estate transactions.  
 \_\_\_\_ (2) Tangible personal property transactions.  
 \_\_\_\_ (3) Stock and bond, commodity and option transactions.  
 \_\_\_\_ (4) Banking and other financial institution transactions.  
 \_\_\_\_ (5) Business operating transactions.  
 \_\_\_\_ (6) Insurance and annuity transactions.  
 \_\_\_\_ (7) Estate, trust, and other beneficiary transactions.  
 \_\_\_\_ (8) Living trust transactions.  
 \_\_\_\_ (9) Legal actions.  
 \_\_\_\_ (10) Personal and family care.  
 \_\_\_\_ (11) Government benefits.  
 \_\_\_\_ (12) Retirement plan transactions.  
 \_\_\_\_ (13) Tax matters.  
 \_\_\_\_ (14) Gift transactions.  
 \_\_\_\_ (15) Digital Assets.  
 \_\_\_\_ (16) Postal matters.  
SM (17) ALL POWERS (1 THROUGH 16) LISTED ABOVE.

These powers are defined in Part 11, below.

**5. Compensation and Reimbursement of the Attorney-in-Fact**

My attorney-in-fact **SHALL NOT** be compensated for services.

My attorney-in-fact shall be entitled to reimbursement, from my assets, for reasonable expenses.

Reasonable expenses include but are not limited to reasonable fees for information or advice from accountants, lawyers, or investment experts relating to my attorney-in-fact's responsibilities under this power of attorney.

**6. Personal Benefit to Attorney-in-Fact**

My attorney-in-fact may buy any assets of mine or engage in any transaction he or she deems in good faith to be in my interest, no matter what the interest or benefit to my attorney-in-fact.

**7. Commingling by Attorney-in-Fact**

My attorney-in-fact may not commingle any of my funds with any funds of his or hers.

**8. Liability of Attorney-in-Fact**

My attorney-in-fact shall not incur any liability to me, my estate, my heirs, successors or assigns for acting or refraining from acting under this document, except for willful misconduct or gross negligence. My attorney-in-fact is not required to make my assets produce income, increase the value of my estate, diversify my investments, or enter into transactions authorized by this document, as long as my attorney-in-fact believes his or her actions are in my best interests or in

SM Initials

the interests of my estate and of those interested in my estate. A successor attorney-in-fact shall not be liable for acts of a prior attorney-in-fact.

#### **9. Reliance on This Power of Attorney**

Any third party who receives a copy of this document may rely on and act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

#### **10. Severability**

If any provision of this document is ruled unenforceable, the remaining provisions shall stay in effect.

#### **11. Definition of Powers Granted to the Attorney-in-Fact**

The powers granted in Part 4 above authorize my attorney-in-fact to do the following:

##### (1) Real estate transactions

My attorney-in-fact may act for me in any manner to deal with all or any part of any interest in real property that I own at the time of execution of this document or later acquire, under such terms, conditions and covenants as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Accept as a gift, or as security for a loan, reject, demand, buy, lease, receive or otherwise acquire ownership of possession of any estate or interest in real property.
- (b) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, grant options concerning, lease, sublet or otherwise dispose of any interest in real property.
- (c) Maintain, repair, improve, insure, rent, lease, and pay or contest taxes or assessments on any estate or interest in real property I own or claim to own.
- (d) Prosecute, defend, intervene in, submit to arbitration, settle and propose or accept a compromise with respect to any claim in favor of or against me based on or involving any real estate transaction.

##### (2) Tangible personal property transactions

My attorney-in-fact may act for me in any manner to deal with all or any part of any interest in personal property that I own at the time of execution of this document or later acquire, under such terms as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to lease, buy, exchange, accept as a gift or as security for a loan, acquire, possess, maintain, repair, improve, insure, rent, convey, mortgage, pledge, and pay or contest taxes and assessments on any tangible personal property.

##### (3) Stock and bond, commodity, option and other securities transactions

My attorney-in-fact may do any act which I can do through an agent, with respect to any interest in a bond, share, other instrument of similar character or commodity. My attorney-in-fact's powers include but are not limited to the power to:

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- (a) Accept as a gift or as security for a loan, reject, demand, buy, receive or otherwise acquire ownership or possession of any bond, share, instrument of similar character, commodity interest or any investment with respect thereto, together with the interest, dividends, proceeds or other distributions connected with it.
- (b) Sell (including short sales), exchange, transfer, release, surrender, pledge, trade in or otherwise dispose of any bond, share, instrument of similar character or commodity interest.
- (c) Demand, receive and obtain any money or other thing of value to which I am or may become or may claim to be entitled as the proceeds of any interest in a bond, share, other instrument of similar character or commodity interest.
- (d) Agree and contract, in any manner, and with any broker or other person and on any terms, for the accomplishment of any purpose listed in this section.
- (e) Execute, acknowledge, seal and deliver any instrument my attorney-in-fact thinks useful to accomplish a purpose listed in this section, or any report or certificate required by law or regulation.

(4) Banking and other financial institution transactions

My attorney-in-fact may do any act that I can do through an agent in connection with any banking transaction that might affect my financial or other interests. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Continue, modify and terminate any deposit account or other banking arrangement, or open either in the name of the agent alone or my name alone or in both our names jointly, a deposit account of any type in any financial institution, rent a safe deposit box or vault space, have access to a safe deposit box or vault to which I would have access, and make other contracts with the institution.
- (b) Make, sign and deliver checks or drafts, and withdraw my funds or property from any financial institution by check, order or otherwise.
- (c) Prepare financial statements concerning my assets and liabilities or income and expenses and deliver them to any financial institution, and receive statements, notices or other documents from any financial institution.
- (d) Borrow money from a financial institution on terms my attorney-in-fact deems acceptable, give security out of my assets, and pay, renew or extend the time of payment of any note given by or on my behalf.
- (e) Apply for, receive and act as an authorized user of letters of credit, credit cards, and traveler's checks from a financial institution, and give an indemnity or other agreement in connection with letters of credit.

(5) Business operating transactions

My attorney-in-fact may do any act that I can do through an agent in connection with any business operated by me that my attorney-in-fact deems desirable. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Perform any duty and exercise any right, privilege or option which I have or claim to have under any contract of partnership, enforce the terms of any partnership agreement, and defend, submit to arbitration or settle any legal proceeding to which I am a party because of membership in a partnership.
- (b) Exercise in person or by proxy and enforce any right, privilege or option which I have as

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the holder of any bond, share or instrument of similar character and defend, submit to arbitration or settle a legal proceeding to which I am a party because of any such bond, share or instrument of similar character.

- (c) With respect to a business owned solely by me, continue, modify, extend or terminate any contract on my behalf, demand and receive all money that is due or claimed by me and use such funds in the operation of the business, engage in banking transactions my attorney-in-fact deems desirable, determine the location of the operation, the nature of the business it undertakes, its name, methods of manufacturing, selling, marketing, financing, accounting, form of organization and insurance, and hiring and paying employees and independent contractors.
- (d) Execute, acknowledge, seal and deliver any instrument of any kind that my attorney-in-fact thinks useful to accomplish any purpose listed in this section.
- (e) Pay, compromise or contest business taxes or assessments.
- (f) Demand and receive money or other things of value to which I am or claim to be entitled as the proceeds of any business operation, and conserve, invest, disburse or use anything so received for purposes listed in this section.

(6) Insurance and annuity transactions

My attorney-in-fact may do any act that I can do through an agent, in connection with any insurance or annuity policy, that my attorney-in-fact deems desirable. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Continue, pay the premium on, modify, rescind or terminate any annuity or policy of life, accident, health, disability or liability insurance procured by me or on my behalf before the execution of this power of attorney. My attorney-in-fact cannot name himself/herself as beneficiary of a renewal, extension or substitute for such a policy unless he/she was already the beneficiary before I signed the power of attorney.
- (b) Procure new, different or additional contracts of health, disability, accident or liability insurance on my life, modify, rescind or terminate any such contract and designate the beneficiary of any such contract.
- (c) Sell, assign, borrow on, pledge, or surrender and receive the cash surrender value of any policy.

(7) Estate, trust and other beneficiary transactions

My attorney-in-fact may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship or other fund from which I am, may become or claim to be entitled, as a beneficiary, to a share or payment. My attorney-in-fact's authority includes the power to disclaim any assets which I am, may become or claim to be entitled, as a beneficiary, to a share or payment.

(8) Living trust transactions

My attorney-in-fact may transfer ownership of any property over which he/she has authority under this document to the trustee of a revocable trust I have created as settlor. Such property may include real property, stocks, bonds, accounts with financial institutions, insurance policies or other property.

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(9) Legal actions

My attorney-in-fact may act for me in all matters that affect claims in favor of or against me and proceedings in any court or administrative body. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Hire an attorney to assert any claim or defense before any court, administrative board or other tribunal.
- (b) Submit to arbitration or mediation or settle any claim in favor of or against me or any litigation to which I am a party, pay any judgment or settlement and receive any money or other things of value paid in settlement.

(10) Personal and family maintenance

My attorney-in-fact may do all acts necessary to maintain my customary standard of living, and that of my spouse and children and other persons customarily supported by or legally entitled to be supported by me. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Pay for medical, dental and surgical care, living quarters, usual vacations and travel expenses, shelter, clothing, food, appropriate education and other living costs.
- (b) Continue arrangements with respect to automobiles or other means of transportation, charge accounts, discharge of any services or duties assumed by me to any parent, relative or friend, contributions or payments incidental to membership or affiliation in any church, club, society or other organization.

(11) Government benefits

My attorney-in-fact may act for me in all matters that affect my right to government benefits, including Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Prepare, execute, file, prosecute, defend, submit to arbitration, or settle a claim on my behalf to benefits or assistance, financial or otherwise.
- (b) Receive the proceeds of such a claim and conserve, invest, disburse or use them on my behalf.

(12) Retirement plan transactions

My attorney-in-fact may act for me in all matters that affect my retirement plans. My attorney-in-fact's powers include but are not limited to the power to select payment options under any retirement plan in which I participate, make contributions to those plans, exercise investment options, receive payment from a plan, roll over plan benefits into other retirement plans, designate beneficiaries under those plans and change existing beneficiary designations.

(13) Tax matters

My attorney-in-fact may act for me in all matters that affect my local, state and federal taxes. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Prepare, sign and file federal, state, local and foreign income, gift, payroll, Federal Insurance Contributions Act returns and other tax returns, claims for refunds, requests for extension of time, petitions, any power of attorney required by the Internal Revenue Service or other taxing authority, and other documents.
- (b) Pay taxes due, collect refunds, post bonds, receive confidential information, exercise any election available to me and contest deficiencies determined by a taxing authority.

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**(14) Gift Transactions**

My attorney-in-fact may give away or transfer my property without consideration or with less than full consideration, and may forgive debts owed to me, if my attorney-in-fact determines that this is in my best interests, or if this was my usual course of action. My attorney-in-fact may make gifts of my tangible property to himself/herself as long as those gifts are not worth more than a total of \$500 in any calendar year.

**(15) Digital Assets**

My attorney-in-fact shall have (i) the power 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 my digital assets, and (ii) 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, 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.

**(16) Postal Matters**

My attorney-in-fact shall have the power to (i) notify postal authorities including private postal services to change the address for delivery of the Principal's mail to an address designated by the attorney-in-fact, (ii) open and dispose of all mail addressed to the Principal, (iii) have access to any lockbox, or postal box into which the Principal's mail is deposited.

**12. HIPAA Release**

I intend for my power-of-attorney to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 U.S.C. § 1320d and 45 C.F.R. §§ 160-164.

**13. No Power to Agree to Binding Pre-Dispute Arbitration.**

I recognize that some long-term-care providers will ask me or my power-of-attorney to sign a binding pre-dispute arbitration agreement. These agreements limit my right to sue the provider before any injury or dispute occurs. I think these agreements are unfair and unacceptable. Therefore, my power-of-attorney does not have the power to agree to pre-dispute binding arbitration or any other process involving my person or property that limits my right to a jury, to sue for money, or to join a class action.

**14. Nomination of Guardian**

In the event of my incapacity, I nominate my attorney-in-fact to act as my guardian. I understand the importance of the powers I delegate to my attorney-in-fact in this document. I recognize that the document gives my attorney-in-fact broad powers over my assets, and that

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these powers will become effective as of the date of my incapacity (or sooner if specified in this document) and continue indefinitely unless I revoke this durable power of attorney.

I, RUTH NEWELL, the principal sign my name to this power of attorney this 24 day of June 2023 and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Ruth M Newell  
RUTH NEWELL  
Principal

#### WITNESS STATEMENT

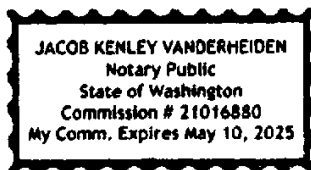
I, Jacqueline Ann Odell, the witness, sign my name to the foregoing power of attorney being first duly sworn and do declare that RUTH NEWELL is personally known to me, and I believe her to be of sound mind and to have completed this document voluntarily. I affirm I am at least 18 years old, not related to her by blood, marriage, or adoption, and I am not her health care agent. As far as I know I am not a beneficiary of her will or any codicil and I have no claim against her estate. I am not directly involved in her health care, and I am not an employee of her physician or a health care facility where the person making this document may reside.

Jacqueline A Odell  
Witness Signature

Address: 1408 Lindsay loop.  
Alt Vernon wa 9

STATE OF WASHINGTON )  
County of Skaagit ) ss.

On this 24 day of June 2023, I certify that I know or have satisfactory evidence that before me by, RUTH NEWELL, and by Jacqueline Ann Odell the witness, are the persons who appeared before me, and said persons acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.



Jacob Kenley Vanderheiden  
Notary Public

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