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Document Title(s):
Document Traces,
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Reference Number(s) of Documents assigned or released:
(on page of document(s))
Grantor(s):
Beverly J. Dresen
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Additional Names on page of document.
Grantee(s):
Thomas J. Stockton
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Abbreviated Legal Description:
And Andrew English Evolutions
Lot 159, Revised Shelter Bay Div. 2
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NORTH SOUND LAW GROUP, PLLC 300 N. Commercial Street Bellingham, WA 98225

DOCUMENT TITLE: DURABLE POWER OF ATTORNEY FOR FINANCIAL MATTERS

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR: **BEVERLY J. DRESEN**GRANTEE: **THOMAS J. STOCKTON**

ADDITIONAL GRANTEES ON PAGE 1 OF DOCUMENT: ANNE K. STOCKTON

DURABLE POWER OF ATTORNEY FOR FINANCIAL MATTERS

THE UNDERSIGNED, BEVERLY J. DRESEN (the "Principal") of Anacortes, Skagit County, Washington, as authorized by the Revised Code of Washington, Chapter 11.125, designates the following named person as agent to act on the Principal's behalf, and hereby revokes all prior Powers of Attorney, except Powers of Attorney for Health Care.

1. <u>Designation</u>.

THOMAS J. STOCKTON is hereby designated as agent for the Principal. If THOMAS J. STOCKTON is at any time unable or unwilling to act as agent, the Principal appoints ANNE K. STOCKTON as alternate or successor agent, with all of the rights, duties and responsibilities described herein. A successor agent shall have no duty to inquire into the handling of the Principal's affairs by a predecessor agent.

If a conservatorship becomes necessary, the Principal designates the agent named in this Power of Attorney as conservator, subject to the confirmation of the Court. If a guardianship becomes necessary, the Principal designates as guardian the agent named in the Principal's Power of Attorney for Health Care, subject to confirmation of the Court.

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NORTH SOUND

300 NORTH COMMERCIAL STREET • BELLINGHAM, WA 98225 413 MORRIS STREET • P.O. BOX 578 • LA CONNER, WA 98257 (360) 671-7700 • www.northsoundlaw.com

2. Powers.

The agent shall have the power to do all things with respect to the assets and liabilities of the Principal, real or personal, wherever located, as the Principal could do if present and competent, including, without limitation, the following specific powers:

- a. **Support.** To make expenditures for the Principal's support, maintenance, health, general welfare, emergency care and urgent necessities of the Principal.
- b. **Management.** To take possession of, manage, administer, operate, maintain, improve and control all the Principal's property, real and personal, to insure and keep the same insured, and to pay any and all taxes, charges and assessments that may be levied or imposed upon any thereof.
- c. **Checks and Notes**. To sign, endorse, sell, discount, deliver and deposit checks, drafts, notes and negotiable or nonnegotiable instruments, including any payments to the Principal drawn on the Treasury of the U.S. or any State or governmental entity, and to accept drafts.
- d. **Financial Accounts**. The agent shall have the authority to establish for the Principal accounts of all kinds, including checking and savings, with financial institutions of any kind, including but not limited to, banks and thrift institutions, to modify, terminate, make deposits to and write checks on or make withdrawals from, and grant security interests in, all accounts in the Principal's name or with respect to which the Principal is an authorized signatory (except accounts held by the Principal in a fiduciary capacity), whether or not such account was established by the Principal or by the agent, to negotiate, endorse, or transfer any checks or other instruments with respect to any such accounts; and to contract for any services rendered by any bank or financial institution.
- e. **Securities and Investments**. To exercise all rights with respect to any corporate securities or other investments which the Principal now owns or may hereafter acquire, including specifically: (a) to effect purchases and sales (including short sales), to purchase, subscribe for and to trade in stocks, bonds, options, or other securities and investments, including annuities, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to the same (including commodity futures), on margin or otherwise, for the Principal's accounts, and risk; (b) to deliver to Principal's brokers, securities for the Principal's accounts, and to instruct the Principal's brokers to deliver securities for the Principal's accounts to the Principal's broker or to the Principal's agent or to others, and in such name and form as the Principal's agent shall direct; (c) to instruct the Principal's brokers to make payment of moneys from the Principal's accounts with the Principal's brokers, and to receive and direct payments therefrom payable to the Principal's agent or to others; (d) to sell, assign, endorse and transfer any stocks, bonds, options or other securities of any nature, at any time standing in the Principal's name and

to execute any documents necessary to effectuate the foregoing; (e) to receive statements of transactions made for the Principal's accounts; (f) to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to the Principal's accounts; and (g) to make any and all agreements with the Principal's brokers with reference thereto for the Principal and in the Principal's behalf.

- f. Retirement Accounts. "Retirement Accounts" refers to any pension, profit sharing or stock bonus plan, Individual Retirement Account, Section 403(b) annuity or account, Section 457 Plan, or any other retirement plan, annuity or arrangement in which Principal is a participant, or of which Principal is a beneficiary (whether established by Principal's agent or otherwise), each of which is hereinafter referred to as "such Plan." With regard to each such Plan, Principal's agent shall have the following powers, in addition to all other applicable powers granted by this instrument:
- 1. To make contributions (including "roll over" contributions) or cause contributions to be made to such Plan with Principal's funds or otherwise on Principal's behalf.
- 2. To receive and endorse checks or other distributions to Principal from such Plan, or to arrange for the direct deposit of the same in any account in Principal's name or in the name of any revocable living trust established by Principal.
- 3. To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, to make contributions to such Plan, and to make, exercise, waive or consent to any and all elections and/or options that Principal may have regarding the contributions to, investments or administration of, or distribution or form of benefits under such Plan.
- 4. To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of Principal's death, and to change any such prior designation of beneficiary made by Principal or by Principal's agent; provided, however, that Principal's agent shall have no power to designate Principal's agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than Principal's agent would have otherwise received, unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change. This limitation shall not apply to any designation of Principal's agent as beneficiary in a fiduciary capacity (such as trustee of a trust), with no beneficial interest.
- g. **Debts.** To pay legally enforceable debts and other obligations of the Principal.

- h. **Disposition.** To sell, assign, convey, grant, exchange, transfer, option, convert, mortgage, pledge, consign, lease and otherwise dispose of any of the Principal's property, whether real or personal.
- i. **Agreements.** To make and deliver any deeds, conveyances, contracts, covenants and other instruments, undertaking or agreements in the name of the Principal, either orally or in writing, which the agent may deem proper.
- j. **Voting.** To appear and vote for the Principal in person or by proxy at any corporate or other meeting.
- k. **Safety Deposit Box.** To have access to any safety deposit box which has been rented in the Principal's name and the name of any other person, or in the Principal's name alone.
- I. **Withdrawal of Funds.** To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor or broker in the Principal's name or in his or her name with any other person, and generally to do any business with any such financial institution or agency on behalf of the Principal.
- m. **Tax Returns.** To sign and file on behalf of the Principal all federal and other governmental or quasi-governmental tax returns or reports, including income, gift, sales, business and property tax returns of every kind whatsoever, to execute waivers, extension agreements, settlement agreements and closing agreements with respect to such returns and to appear for the Principal in person or by attorney, and represent the Principal before the U.S. Treasury Department or the taxing authority of any State or governmental agency for tax years 1970 to 2075. This authority shall also include the authority to submit an Internal Revenue Service Form 2848, or any successor form, with a statement attached to the form indicating the validity of this Power of Attorney.
- n. **Government Benefits.** To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlements for the Principal's benefit from Social Security, Medicare and any other applicable governmental agency.

o. Trust Provisions.

1. **Transfers to, Withdrawals from, and Termination of Trusts.** The agent is authorized to make transfers of the principal's property to, withdraw property from, or terminate, any trust <u>either</u>: (1) created by the principal of which the principal is the primary beneficiary during the principal's life, <u>or</u> (2) not created by the principal and of which the principal is the primary beneficiary during the principal's lifetime and which

does not have dispositive provisions which are different from those that would have governed the property had it not been transferred into the trust.

- 2. **Creation of Trusts**. The agent is authorized to create one or more trusts and to transfer the Principal's property to such trust or trusts provided that the dispositive provisions of such trust are consistent with the Principal's estate plan as represented in the Principal's Will and pattern of prior gifts.
- 3. **Power to Direct Trust Distributions.** In addition to the authority granted in RCW 11.125.330, the agent shall have the authority to direct, request, and receive any income or principal from any trust created by the Principal for the purpose of the Principal's health, education, maintenance and general support needs.
- 4. **Representation.** The agent is authorized to act as the Principal's representative to request and receive on the Principal's behalf all notice, information and reports as may be available to the Principal under RCW Title 11 as beneficiary of a trust and to approve or otherwise consent to or to object to such notice, information and reports for the purpose of protecting the Principal's beneficial interest in a trust. In addition, the agent may execute, on the Principal's behalf, agreements modifying, terminating, or otherwise affecting the administration of a trust, if the agent determines that consent to any of such agreements is in the Principal's best interest and consistent with the Principal's estate plan.
- p. **Gifts.** To make gifts outright, in trust or to a custodian, on behalf of the Principal to any of the Principal's relatives, consistent with previous giving activity of the Principal.
- q. Long-term Care Planning. The agent is authorized to make transfers of the Principal's property, including but not limited to transfers to the Principal's relatives, for the purpose of qualifying the Principal for governmental long-term care and medical assistance to the full extent provided by law in the event that there is a need for long-term medical care or for the purpose of preserving for the Principal's spouse the maximum amount allowed under applicable law. Any transfers made pursuant to this paragraph shall not be deemed a breach of fiduciary duty by the agent.
- r. **Ascertainable Standard.** Notwithstanding any provision of this power of attorney to the contrary, any right or power exercisable by the agent may only be exercised by the agent in his or her favor for the purpose of providing for the health, education, support or maintenance of the agent. The agent shall not make any distribution hereunder to or for the benefit of the agent in any manner that would create a general power of appointment in the agent over the Principal's assets under Sections 2041 or 2514 of the Internal Revenue Code of 1986, as amended, or any similar statutory provision.

- s. Community Property Agreements and Disclaimers. The agent is specifically granted the power to make, alter or revoke a community property agreement, agreement as to status of property or other document of similar import entered into by the Principal and his or her spouse. The agent is further authorized to disclaim any interest otherwise passing to the Principal, and prepare, sign and deliver all instruments necessary to create a proper disclaimer as provided in Section 2518 of the Internal Revenue Code of 1986, as amended, or any similar statutory provision.
- t. **Insurance**. The agent shall have the authority to purchase, maintain, collect or cancel all forms of insurance including life insurance on the Principal's life or upon the life of anyone in whom the Principal has an insurable interest, and to receive and dispose of the cash value of or payments from any such policy.
- u. **Legal Proceedings**. The agent shall have authority to participate in any legal or administrative action in the name of the Principal or otherwise. This shall include (a) actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceeding for equitable or injunctive relief, and (b) legal proceedings in connection with the authority granted in this instrument.
- v. Claims Against Principal. The agent shall have authority to pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness 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 agent and obtain reimbursement out of the Principal's funds or other assets.
- w. **TEDRA Agreements**. The agent shall have the authority to enter into agreements for any matter defined under the Trust and Estates Dispute Resolution Act (TEDRA), specifically RCW 11.96A.030.
- Stored Information. Principal hereby authorizes any person or entity that possesses or controls any of Principal's electronically stored information or that provides Principal an electronic communication service or remote computing service, whether public or private, to divulge to the agent: (1) any of Principal's electronically stored information; (2) the contents of any communication that is in electronic storage by that service or that is carried or maintained on that service; and (3) any record or other information pertaining to the Principal-with respect to that service. The terms used in this authorization are to be construed as broadly as possible. Principal hereby authorizes the agent to utilize any of Principal's passwords, user identification names or other types of authentication or authorization in order to obtain or access any information described in this section. The agent may employ consultants or agents to advise or assist the agent in decrypting any of Principal's encrypted electronically stored information or in bypassing, resetting or recovering any password or other kind of authentication or authorization.

This authorization is to be construed to be Principal's consent under: the Electronic Communications Privacy Act of 1986, as amended; the Computer Fraud and Abuse Act of 1986, as amended; and any other applicable federal or state data privacy law or criminal law.

- y. **Bankruptcy.** The agent shall have authority to file for federal bankruptcy on the Principal's behalf and attend the meeting of the Principal's creditors or any adjournment thereof, and to vote on the Principal's behalf on any question that may be lawfully submitted to creditors at such meeting or adjourned meeting and for a trustee or trustees of the Principal's estate.
- z. **General Authority.** The Principal authorizes the agent generally to do and perform all and every act and thing necessary or desirable to conduct, manage and control all the Principal's business and property, wheresoever situate, and whether now owned or hereafter acquired, as the agent may deem for the best interests of the Principal, and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from responsibility for the acts, actions and omissions of the agent. The agent is authorized to indemnify all such persons against loss, expense and liability.

3. Term of Effectiveness.

This Power of Attorney shall become effective upon execution, shall not be affected by the disability or incompetence of the Principal, and shall continue to the extent permitted by RCW 11.125 until revoked or terminated under paragraph 4 or 5, notwithstanding any uncertainty as to whether the Principal is dead or alive. This power of attorney shall not be affected by lapse of time.

4. Revocation.

This Power of Attorney may be revoked, suspended or terminated in writing by the Principal with written notice to the agent.

5. <u>Termination</u>.

- a. **By Appointment of Conservator**. With court approval, a conservator for the Principal may revoke, suspend or terminate this Power of Attorney.
- b. **By Death of Principal**. The death of the Principal shall be deemed to revoke this Power of Attorney upon actual knowledge or actual notice being received by the agent.

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6. Reliance.

The designated and acting agent and all persons dealing with him or her shall be entitled to rely upon this Power of Attorney so long as neither the agent nor the person with whom s/he is dealing at the time of any act taken pursuant to this Power had received actual knowledge or actual notice of any revocation, suspension or termination of the Power, by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon the heirs, devisees, legatees or personal representatives of the Principal.

7. Indemnity.

The estate of the Principal shall hold harmless and indemnify the agent from all liability for acts done hereunder in good faith and not in fraud of the Principal.

8. Compensation.

The agent shall be reimbursed for all costs and expenses reasonably incurred and may receive at least annually, without the necessity for court approval, such reasonable compensation for services performed as is reasonable in the community for like services performed as agent and/or as conservator.

9. Applicable Law.

The laws of the State of Washington shall govern this Power of Attorney.

DATED this 15th day of February, 2024.

•	_	Beverly I Dresu
		BEVERLY J. DRESEN
STATE OF WASHINGTON)	
COUNTY OF SKAGIT) ss:)	

I certify that I know or have satisfactory evidence that **BEVERLY J. DRESEN** is the person who appeared before me, and said person acknowledged that she signed this **DURABLE POWER OF ATTORNEY FOR FINANCIAL MATTERS** and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 15th day of February, 2024.

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