07/19/2024 03:10 PM Pages: 1 of 7 Fees: \$309.50

Skagit County Auditor, WA

After Recording, please return to:

Land Title and Escrow Company 3010 Commercial Avenue Anacortes, WA 98221 212835-LT

Document Title(s):
Power of Attorney
Reference Number(s) of Documents assigned or released:
(on page of document(s))
-1a
n/a
Grantor(s):
Laurence Damian Reay
Additional Names on page of document.
Grantee(s):
Marketa Vorel
Additional Names on page of document.
Abbreviated Legal Description:
Lot 19, Cedar Springs PUD, Phase 4
Additional legal is on page of document.
Tax Parcel Number(s):
4768-000-019-0000/P117561

Aiter	recording return to:

## DURABLE POWER OF ATTORNEY

- 1. <u>DESIGNATION</u>; <u>SUCCESSORS</u>. LAURENCE DAMIAN REAY (the "Principal") designates MARKÉTA VOREL as agent (the "Agent") for the Principal. If MARKÉTA VOREL is unwilling or unable to act as Agent, the Principal designates SEAN DONALD REAY as Successor Agent. A Successor Agent shall have all rights, duties and discretion granted to MARKÉTA VOREL as Agent.
- 2. <u>EFFECTIVENESS</u>; <u>DURATION</u>. The power of attorney shall become effective immediately, shall not be affected by the disability or incompetency of the Principal, and shall continue until revoked or terminated under Section 8, notwithstanding any uncertainty as to whether the Principal is dead or alive.
- 3. <u>POWERS</u>. The Agent shall have all of the powers of an absolute owner over the assets and liabilities of the Principal as stated in Chapter 11.125, RCW (as amended), whether located within or without the State of Washington. These powers shall include, without limitation, the power and authority:
- 3.1 <u>Real and Personal Property</u>. To act under RCW 11.125.270 and .280, which includes but is not limited to the purchasing, leasing, selling, conveying, exchanging, mortgaging, releasing and encumbering any interest in real or personal property.
- 3.2 Banks and Financial Institutions; Safety Deposit Box. To deal with accounts maintained by or on behalf of the Principal with financial institutions (including, banks, savings and loan associations, credit unions, securities dealers, trust companies, thrift companies, or brokerage firms). Specifically, the Agent shall have the all the powers provided in RCW 11.125.300, which include the Agent's authority to: (a) Continue, modify, and terminate an account or other banking arrangement made by the Principal; (b) Establish,

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modify, and terminate an account or other banking arrangement with a bank or other financial institution selected by the Agent; (c) Contract for services available from a financial institution, including renting a safe deposit box or space in a vault; (d) Withdraw money or property of the Principal deposited with or left in the custody of a financial institution; (e) Receive statements of account, notices, and similar documents from a financial institution and act with respect to them; (f) Enter a safe deposit box or vault and withdraw or add to the contents; (g) Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other instruments of the Principal or payable to the Principal or the Principal's order, transfer money, and receive the cash or other proceeds of those transactions; or (h) Apply for, receive, and use credit and debit cards from a financial institution.

- 3.3 Stocks, Bonds and Financial Instruments. To exercise all powers enumerated in RCW 11.125.290, as amended, including but not limited to the power to (a) buy, sell, and exchange stocks, bonds, and financial instruments; (b) establish, continue, modify, or terminate an account with respect to stocks, bonds, and financial instruments; (c) Pledge stocks, bonds, and financial instruments as security to borrow, pay, renew, or extend the time of payment of a debt of the Principal; and (d) receive certificates and other evidences of ownership with respect to stocks, bonds, and financial instruments.
- 3.4 Other Interests. To act in the manner authorized by: (a) RCW 11.125.320 with respect to insurance and annuities; (b) RCW 11.125.330 with respect to estates, trusts and other beneficial interests; (c) RCW 11.125.370 with respect to retirement benefits and deferred compensation; and (d) RCW 11.125.380 with respect to taxes which includes: (i) Prepare, sign, and file tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents; (ii) Pay taxes due, collect refunds, receive confidential information, and contest deficiencies determined by any taxing authority; (iii) Exercise any election available to the Principal under federal, state, local, or foreign tax law; and (iv) Act for the Principal in all tax matters for all periods before any taxing authority.
- 3.5 <u>Monies Due</u>. To request, demand, recover, collect, endorse and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.
- 3.6 <u>Claims Against Principal</u>. 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.

- 3.7 <u>Legal Proceedings</u>. To participate in any legal 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.
- 3.8 <u>Written Instrument</u>. To sign, deliver and acknowledge all written instruments and perform each and every act and thing whatsoever which may be necessary or proper in the exercise of the powers and authority granted to the Agent as fully as the Principal could do if personally present.
- 3.9 <u>Transfers to Trust</u>. To transfer assets of all kinds to the trustee of any trust which is for the sole benefit of the Principal as to the Principal's property and which does not have dispositive provisions which are different from those which would have governed the property had it not been transferred to the trustee.
- 3.10 <u>Disclaimer</u>. To disclaim any interest in any property to which the Principal would otherwise succeed.
- 3.11 <u>Gifts</u>. To make transfers for the purpose of qualifying the Principal for medical assistance or the limited casualty program for the medically needy, so long as such transfers are not prohibited under Chapter 74.09 of the Revised Code of Washington. The Agent shall not have the power to make any other gifts of property owned by the Principal.
- 3.12 <u>Digital Assets</u>. To access, use and control all my digital devices for the purpose of accessing, modifying, deleting, controlling or transferring my digital assets.
- 3.13 Operation of a Business or Entity. To operate any business or entity owned in whole or in part by the Principal.
- 3.14 Execute Documents and Incur Costs in Implementing the Above Powers. To sign, execute, deliver and acknowledge any document that may be necessary to exercise any of the powers described in this document and to incur reasonable costs in the exercise of such powers.

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- 4. <u>LIMITATIONS ON POWERS</u>. Notwithstanding the foregoing, the Agent shall not have authority to make, amend, alter, revoke or change any life insurance policy, employee benefit or testamentary disposition of the Principal's property or the exercise of any power of appointment. This limitation shall not affect the authority of the Agent to disclaim an interest.
- 5. THIRD PARTY RELIANCE. For the purpose of inducing any individual, organization, or entity (referred to as a "person") to act in accordance with the instructions of the Agent as authorized in this document, the Principal hereby represents, warrants and agrees that:
- 5.1 Reliance on Agent's Authority and Representations. No person who relies in good faith upon the authority of the Agent under this document shall incur any liability to the Principal, the Principal's estate, or the Principal's heirs, successors or assigns as a result of such reliance. In addition, no person who relies in good faith upon any representation the Agent may make as to (a) the fact that the Agent's powers are then in effect, (b) the scope of the Agent's authority granted under this document, (c) the Principal's competency at the time this document is executed, (d) the fact that this document has not been revoked, or (e) the fact that the Agent continues to serve as the Agent shall incur any liability to the Principal, the Principal's estate, or the Principal's heirs, successors or assigns as a result of such reliance for permitting the Agent to exercise any such authority.
- 5.2 No Liability for Unknown Revocation or Amendment. Notwithstanding the Principal's power to revoke this document contained in Section 8, if this document is revoked or amended for any reason, the Principal, the Principal's estate, and the Principal's heirs, successors and assigns will hold any person harmless from any loss suffered or liability incurred as a result of such person's reliance in good faith upon the apparent authority of the Agent prior to the receipt by such person of actual notice or knowledge of such revocation or amendment.
- 5.3 Agent May Act Alone. The powers conferred on the Agent by this document may be exercised by the Agent alone and the Agent's signature or act under the authority granted in this document may be accepted by persons as fully authorized by the Principal and with the same force and effect as if the Principal were personally present, competent, and acting on the Principal's own behalf. Consequently, all acts lawfully done by the Agent hereunder are done with the Principal's consent and shall have the same validity and effect as if the Principal were personally present and had personally exercised the powers, and shall inure to the benefit of and bind the Principal, the Principal's estate, and the Principal's heirs, successors, assigns and personal representatives.

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- 6. RESORT TO COURTS. The Principal authorizes the Agent to seek on the Principal's behalf and at the Principal's expense: (a) a declaratory judgment from any court of competent jurisdiction interpreting the validity of this document or any of the acts authorized by this document, but such declaratory judgment shall not be necessary for the Agent to perform any act authorized by this document; (b) a mandatory injunction requiring compliance with the Agent's instructions by any person obligated to comply with instructions given by the Agent; or (c) damages against any person obligated to comply with instructions given by the Agent who negligently or willfully fails or refuses to follow such instructions.
- 7. <u>REIMBURSEMENT OF COSTS</u>. The Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by the Agent on the Principal's behalf under any provision of this document but the Agent shall not be entitled to compensation for services rendered hereunder.

## 8. TERMINATION.

- 8.1 This power of attorney shall be terminated by: (a) the Principal by written notice to the Agent 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; (b) a Guardian of the estate of the Principal after court approval of such revocation; or (c) the death of the Principal upon actual knowledge or receipt of written notice by the Agent.
- 8.2 An Agent's authority terminates when (a) the Principal revokes the authority; (b) the Agent dies, becomes incapacitated, or resigns; or (c) an action is filed for the dissolution or annulment of the Agent's marriage to the Principal or for their legal separation.
- 9. <u>ACCOUNTING</u>. Upon request of the Principal or the Guardian of the estate of the Principal or the personal representative of the Principal's estate, the Agent shall account for all actions taken by the Agent on behalf of the Principal.
- 10. <u>NOMINATION OF GUARDIAN</u>. The Principal nominates the Agent as guardian of the Principal's estate if protective proceedings for the Principal's estate are ever commenced.
- 11. <u>APPLICABLE LAW</u>. The laws of the State of Washington shall govern this power of attorney.

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12. <u>PRIOR POWER(S) OF ATTORNEY</u> . This Power of Attorney here revokes all other powers of attorney that the Principal may have given.	eby
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DATED this <u>Mky</u> , 2019.	
LAURENCE D. REAY	
WITNESSES:	
Ronald I Ternandez, residing at May Anacorter Washington Name May 22, 2019  DATE  REF. Anacorter Washington May 22, 2019	ton. —
JEANETTE T. FERNÁNDEZ MAY 22 2019 PRINT NAME	ton. —

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