

**When recorded return to:**

Joan H. Osborne  
4022 Prospect Lake Rd  
Victoria BC V9E 1H7 Canada

Filed for record at the request of:

**CHICAGO TITLE**  
COMPANY OF WASHINGTON

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620056205**DOCUMENT TITLE(S)**

General Durable Power of Attorney

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

Additional reference numbers on page \_\_\_\_\_ of document

**GRANTOR(S)**

Joan H. Osborne

☐ Additional names on page \_\_\_\_\_ of document**GRANTEE(S)**

Kathleen Van Derreyden and Darch Hilliard Osborne

☐ Additional names on page \_\_\_\_\_ of document**ABBREVIATED LEGAL DESCRIPTION**

PARCEL A: LTS 1 &amp; 2, BLK 1201, "NORTHERN PACIFIC ADDITION TO THE CITY OF ANACORTES"

PARCEL B: TRACT B, LEEWARD LANDING PUD, A REPLAT OF BLKS 1201 &amp; 1301, THE NORTHERN PACIFIC ADDN

Complete legal description is on page \_\_\_\_\_ of document

**TAX PARCEL NUMBER(S)**

P58259 / 3809-201-002-0108 and P133208 / 6036-000-999-0002

Additional Tax Accounts are on page \_\_\_\_\_ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

**GENERAL DURABLE POWER OF ATTORNEY OF JOAN H. OBORNE  
EFFECTIVE IMMEDIATELY**

I, **Joan H. Osborne** (hereinafter called "Principal"), domiciled and residing in the State of Washington, appoint my stepdaughter, **Kathleen Van Derreyden**, and my stepson, **Darch Hilliard Osborne**, as my Co-Attorneys-in-Fact. However, either of them is empowered to act independently of the other. The appointment of the Attorney-in-Fact is made pursuant to RCW 11.125.010 *et seq.* (the Uniform Power of Attorney Act).

**1. REVOCATION OF PREVIOUS POWERS OF ATTORNEY**

The Principal revokes any and all Powers of Attorney she has previously executed and declares that this General Durable Power of Attorney shall supersede any previous Powers of Attorney. This document, known as "**General Durable Power of Attorney of Joan H. Osborne**," once in effect, shall remain in full force and effect until revoked or terminated.

**2. EFFECTIVENESS**

This Power of Attorney shall become effective immediately and shall continue in full force and effect throughout any disability or incapacity of the Principal. Disability shall include the inability to manage property and affairs effectively for reasons such as: mental illness, dementia, mental deficiency, physical illness or disability, chronic use of drugs or chronic intoxication. In the event of the Principal's confinement, detention by a foreign power, kidnapping or disappearance, this Power of Attorney shall remain in full force and effect.

In the event of any confinement, detention or disappearance of the Principal, other qualified persons with knowledge of such an event may furnish a written, notarized statement, attach it to this document, and activate this Power of Attorney.

**3. DESIGNATION OF ALTERNATE ATTORNEY-IN-FACT**

If a Co-Attorney-in-Fact designated by this document is unable or unwilling to act, then such declination may be made in writing. If the Co-Attorney-in-Fact is unable or unwilling to act in the capacity of Co-Attorney-in-Fact, and the designated Co-Attorney-in-Fact is unwilling to sign a written declination, then any person with personal knowledge that the designated Co-

Attorney-in-Fact is unwilling or unable to act may furnish a written, notarized statement to that effect. Such a written statement shall then make the remaining Co-Attorney-in-Fact the sole Attorney-in-Fact, and that person shall continue to have all of the powers enumerated in this document. The original of any written statement shall be attached to the original of this Power of Attorney.

#### 4. NOMINATION OF GUARDIAN OR CONSERVATOR

The Principal, **Joan H. Osborne**, nominates her stepdaughter, **Kathleen Van Derreyden**, and her stepson, **Darch Hilliard Osborne**, as co-guardians of her person or co-conservators of her estate for consideration by the Court if guardianship or conservatorship proceedings are later commenced. However, the Principal has executed this document as a less restrictive alternative to guardianship or conservatorship.

#### 5. AUTHORITY AND POWER OF ATTORNEY-IN-FACT

The Principal grants the Co-Attorneys-in-Fact full power and authority as though she and he were the absolute owners of the Principal's assets and liabilities, and to perform any and all acts in the name of the Principal, as fully as the Principal could perform if the Principal were personally present.

The Co-Attorneys-in-Fact, as fiduciaries, shall act in the best interests of the Principal and shall have authority over all the assets of the Principal, whether located in the State of Washington or any other State. These powers shall include:

(a) Selling or otherwise disposing of the Principal's separate or community property interest. The Co-Attorneys-in-Fact are also authorized to make transfers of property to any Trust established for the benefit of the Principal;

(b) Signing the name of the Principal to any real property instruments, including deeds, conveyances, mortgages, leases, or other documents which are necessary to carry out the business or personal affairs of the Principal;

(c) Opening and closing bank accounts and other financial instruments, making deposits to and withdrawals from bank accounts, and investing and reinvesting funds. This power shall include but is not limited to investments in stocks, bonds, and government securities, and withdrawing, transferring, or cashing in any and all financial or investment accounts. The Co-Attorneys-in-Fact shall have the power to borrow on behalf of the Principal and to endorse and/or cash any and all checks issued by the United States Treasury and/or United States Government;

(d) Having access to the Principal's safe deposit box;

(e) Signing tax returns on behalf of the Principal and representing or obtaining representation of the Principal at a tax audit;

(f) Borrowing funds for the benefit of the Principal which may be desirable if the other alternative would be to sell a highly appreciated asset during the life of the Principal, thus forfeiting the stepped-up basis at death;

(g) Forgiving or collecting debts owed to the Principal;

(h) Redirecting (forwarding) the Principal's mail;

(i) Continuing or canceling the credit cards of the Principal;

(j) **Appealing Medicare denials:** The Principal hereby specifically authorizes the Co-Attorneys-in-Fact to act on the Principal's behalf to take any action or actions necessary to pursue and appeal any denials of Medicare coverage which have been issued by any health care facility or institution regarding the Principal's eligibility for Medicare benefits;

(k) Disclaiming any interest to which the Principal may be entitled, so long as such disclaimer would not adversely affect the quality of care received by the Principal.

(l) This Power of Attorney shall not provide the authority for the Co-Attorneys-in-Fact to override personal and health care decision making by the Principal, so long as she has the capacity to make such decisions on her own behalf. In case the Principal is incapacitated the Co-Attorneys-in-Fact shall have the power to do the following:

(i) Arrange for suitable hospital and/or residential care, including placement decisions; every effort is to be made to keep the Principal in her own home and to provide the necessary care in this setting;

(ii) Make determinations regarding the appropriate health care for the Principal, including but not limited to dealing with attending physicians and determining, in the judgment of the Co-Attorneys-in-Fact, which course of treatment is necessary or desirable. The Co-Attorneys-in-Fact shall have the authority to hire and discharge physicians who are treating the Principal, to enforce the decisions made by the Principal under the Patient Self-Determination Act; and to enforce any Health Care Directives previously signed by the Principal;

(iii) Review and/or order the medical records of the Principal. This authorization for disclosure is intended to comply with both the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and/or Washington's Uniform Health Care Act, RCW Chapter 70, and is intended to comply with the same and to allow my co-attorneys-in-fact unfettered access to my medical records and bills and/or to obtain reports and/or schedule meetings with my health care providers, if the co-attorneys-in-fact so desire;

(iv) It is the desire of the Principal to receive the best possible care in the least restrictive setting. If the Principal is later incapacitated or disabled, it is the direction of the Principal that the Co-Attorneys-in-Fact explore the various care options available to the Principal. If possible and practicable, the Principal prefers to remain at home, with in-

home assistance. If it is not possible or practicable for the Principal to remain at home, then the next level of care to be explored is to be adult family home care and/or assisted living. Nursing home care is to be viewed as a last choice, to be implemented only after in-home care and adult family home care are explored and found not to be reasonably feasible.

Towards the end of providing the best possible care in the least restrictive setting, the Co-Attorneys-in-Fact are authorized and directed to hire those professionals who may be able to assist in locating and providing in-home care, adult family home care, assisted living and lastly, nursing home care. If the Co-Attorneys-in-Fact is not able to evaluate the various choices or to implement care plans, then the Co-Attorneys-in-Fact shall hire appropriate assistance to perform the required duties. If the Principal is unable to live alone, and the Co-Attorneys-in-Fact are not able to provide personal supervision or visitation with the Principal on an at least weekly basis, or if the Co-Attorneys-in-Fact are in need of help in evaluating the care being received by the Principal, the Co-Attorneys-in-Fact are directed to employ case managers, social workers or other professionals to assist in delivery and evaluation of services to the Principal. If the Principal requires nursing home care, then it is the desire of the Principal that she receive the type of care that will encourage the highest level of mental and physical involvement by the Principal.

(m) The Principal hereby authorizes her Co-Attorneys-in-Fact to make transfers of her property if necessary or desirable to qualify the Principal for Medicaid or other governmental programs which assist in paying for long-term care.

## **6. POWERS NOT GRANTED**

The Co-Attorneys-in-Fact does not have the power to:

- (a) make, amend, alter, or revoke the Principal's wills or codicils;
- (b) make, amend, alter, or revoke any of the Principal's life insurance, annuity, or similar contract beneficiary designations, employee benefit plan beneficiary designations, trust agreements, registration of the Principal's securities in beneficiary form, payable on death or transfer on death beneficiary designations, designation of persons as joint tenants with right of survivorship with the principal with respect to any of the Principal's property, community property agreements, transfer on death deeds, or any other provisions for non-probate transfer at death contained in non-testamentary instruments described in RCW 11.02.091;
- (c) make any gifts of property owned by the Principal unless necessary or desirable to qualify the Principal for Medicaid or other governmental programs which assist in paying for long-term care; or to
- (d) exercise the Principal's rights to distribute property in trust or cause a trustee to distribute property in trust to the extent consistent with the terms of the trust agreement.
- (e) The Principal specifically withholds the power to agree to binding arbitration prior to the actual occurrence of an injury or controversy, or to agree in advance to any other process that

would preclude her right to have a jury decide an issue concerning her person or property, or to limit in advance any rights to litigate potential claims for damages. This does not preclude agreeing to alternative dispute resolution processes, such as mediation, nor does it preclude submitting a dispute after it has occurred to binding arbitration following the advice of counsel to my agent.

#### **7. POWERS NOT SPECIFICALLY ENUMERATED**

The Co-Attorneys-in-Fact shall also have all powers which may be necessary or desirable to provide for the support or maintenance of the Principal, even if these powers are not specifically set forth in this document.

#### **8. DURATION**

This Durable Power of Attorney becomes effective immediately and shall remain in effect to the extent permitted by Washington State Law or until revoked or terminated, even if it is not certain whether the Principal is alive. If there is any doubt as to whether the Principal is alive, this document shall remain in full force and effect until conclusive proof is obtained, or legal proceedings declare the Principal deceased.

#### **9. REVOCATION**

This Durable Power of Attorney may be revoked, suspended, or terminated in the following ways:

- (a) If the Principal gives written notice to any acting Attorney-in-Fact; and/or
- (b) By recording the written notice of revocation in the Office of Recorder or Auditor of Skagit County, Washington.

#### **10. TERMINATION OF THIS DOCUMENT**

(a) This Power of Attorney shall not be revoked by any subsequent guardianship action, unless specifically set forth in the Court's Order. It is the intention of the Principal that the powers granted herein shall eliminate the need for the appointment of a Guardian of the Person and/or Conservator of the Estate of the Principal.

(b) The death of the Principal shall revoke this Power of Attorney, unless there is any question regarding whether the Principal is alive, in which case the provisions of Section 8 above shall apply.

#### **11. ACCOUNTING BY ATTORNEY-IN-FACT**

The Co-Attorneys-in-Fact, appointed by this document shall keep records of expenditures and shall account to any later-appointed Personal Representative.

**12. RELIANCE**

All persons dealing with the Co-Attorneys-in-Fact because of this document shall be entitled to rely upon this Power of Attorney, so long as neither the Co-Attorneys-in-Fact, nor any person with whom the Co-Attorneys-in-Fact were dealing, had received actual knowledge or notice of any revocation, suspension, or termination of this document. Any action taken in good faith by all parties shall be binding on the heirs and Personal Representative(s) of the Principal.

**13. INDEMNITY**

The Co- Attorneys-in-Fact shall not have any personal liability for any acts done by virtue of this Power of Attorney, so long as the acts are done in good faith. The Estate of the Principal shall defend, hold harmless and indemnify the Co-Attorneys-in-Fact from all liability for acts done in good faith and not in fraud of the Principal.

**14. APPLICABLE LAW**

The laws of the State of Washington shall govern this Power of Attorney. Although this Power of Attorney is signed in the State of Washington, it is the intention of the Principal that this document be valid in all states and territories of the United States. If any provision in this document is held invalid or inconsistent with the laws of the state where the Principal is located, then the inconsistent or invalid part shall be deleted and disregarded, and the remaining parts shall not be affected.

**15. EXECUTION AND DATE OF SIGNING**

This Power of Attorney is signed in original the day and year indicated below and is to become effective as provided in Section 2 above.

DATED this 4th day of March 2024.

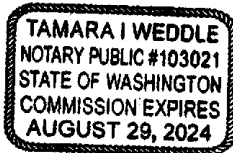
1-6 pm 11 73-7 AS U R N E  
JOAN H. OBORNE

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **Joan H. Osborne** is the person who appeared before me, and said person acknowledged that she signed this **General Durable Power of Attorney of Joan H. Osborne** and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF,

I have hereunto set my hand this 4th day of March 2024.



*Tamara I. Weddle*  
 TAMARA I. WEDDLE

NOTARY PUBLIC in and for the state of Washington,  
 residing at Anacortes, WA  
 My commission expires: August 29, 2024

Accepted by:

*[Signature]*  
 DARCH HILLIARD OSBORNE  
 WITNESS

*[Signature]*  
 KATHLEEN VAN DERREYDEN  
 WITNESS

*[Signature]*

*[Signature]*

#### PREPARATION STATEMENT

This document was prepared by:

Dewey W. Weddle  
 Law Office of Dewey W. Weddle, PLLC  
 909 7th Street  
 Anacortes, Washington 98221  
 Telephone: 360-293-3600  
 email: [dwweddle@msn.com](mailto:dwweddle@msn.com)

General Durable Power of Attorney of Joan H. Osborne