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Skagit County Auditor, WA

WHEN RECORDED RETURN TO:

Guardian NW Title & Escrow
1301 B Riverside
Mount Vernon WA 98273

GNW 25-23148

DOCUMENT TITLE(S):

POWER OF ATTORNEY

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

Durable Power of Attorney of Dorothy Louise Futrelle

GRANTEE:

Kenneth E. Futrelle

ABBREVIATED LEGAL DESCRIPTION:

Ptn. Lot 2, DIETER'S ACREAGE (aka Tract "D" Short Plat 10-74)

TAX PARCEL NUMBER(S):

P64936/3899-000-002-0303

DURABLE POWER OF ATTORNEY*of***DOROTHY LOUISE FUTRELLE****(Effective Immediately as to Son Only)**

1. **Designations.** Dorothy Louise Futrelle (the "Principal") residing and domiciled in the state of Washington hereby revokes any and all durable powers of attorney for financial and property matters previously executed by her and designates her son, **Kenneth E. Futrelle**, as attorney-in-fact in the name, place, and stead of the Principal. In the event **Kenneth E. Futrelle** is unable or unwilling to so act, then the Principal appoints her grandson, **Lincoln E. Futrelle**, as the alternate attorney-in-fact.

2. **Purpose.**

a. **As to Principal's Son.** The primary purpose in granting this power of attorney is to allow the Principal's spouse to act for the Principal in Principal's place and stead. Accordingly, the Principal's spouse shall have all powers as are necessary or desirable to act as Principal's attorney-in-fact, regardless of whether or not Principal is incapacitated.

b. **As to Alternate Attorneys-in-Fact.** The secondary purpose in granting this power of attorney is to allow the alternate agent(s) to act for the Principal and to provide for the Principal's needs should the Principal become incapacitated. Accordingly, the alternate attorney(s)-in-fact shall have all powers as are necessary or desirable to provide for the Principal's support, maintenance, health, emergencies, and urgent necessities in the event of the Principal's incapacity.

3. **Effectiveness and Durability.**

a. **As to Principal's Son.** This Durable Power of Attorney shall be effective immediately as to the Principal's spouse, **Kenneth E. Futrelle**.

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b. As to Alternate Attorneys-in-Fact. With respect to the alternate attorneys-in-fact named above, this Durable Power of Attorney shall be effective only upon receipt by the alternate attorneys-in-fact of written evidence of the incompetency of the Principal, as determined by a court of competent jurisdiction; or receipt of a written statement of determination of the disability of the Principal, which shall include the inability to effectively manage the Principal's property and affairs for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention, or disappearance. With respect to physical or mental illness or disability, the written statement shall be made by the then regularly attending physician for the Principal or, if there is none, then by another qualified physician; with respect to the Principal's absence due to confinement, detention, or disappearance, the written statement shall be by a person with knowledge of any confinement, detention, or disappearance.

4. Powers. The attorney-in-fact, as fiduciary, shall have all powers of an absolute owner over the assets and liabilities of the Principal whether located within or without the state of Washington, including but not limited to the following powers:

a. Accounts of Financial Institutions. To make deposits to and payments from any account in a financial institution, including but not limited to banks, trust companies, mutual savings banks, savings and loan associations, credit unions, and securities dealers. This shall further include the authority to maintain and close existing accounts; to open, maintain, and close other accounts; and to make deposits, transfers, and withdrawals with respect to all such accounts.

b. Safe Deposit Box. To enter any safe deposit box in which the Principal has the right of access.

c. Real Property. To purchase, take possession of, lease, sell, convey, exchange, mortgage, release, and encumber real property or any interest in real property.

d. 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.

e. Transfers to Trust. To make transfers of property to any trust (whether or not created by the Principal) so long as the trust benefits the Principal and/or the Principal's spouse and/or does not have dispositive provisions varying from those governing the property had it not been transferred into the trust; and further, to complete the funding of any revocable living trust which has been established by the Principal by executing all documents as may be required to carry out the Principal's purposes set forth in any such trust, which documents shall include, without limitation, change of beneficiary designation and ownership forms on any and all IRAs, annuities, retirement plans, profit sharing plans, life insurance policies, and other accounts; stock powers, assignments, bills of sale, deeds, endorsements, and the like. Notwithstanding the foregoing, this paragraph shall only apply with respect to trusts over which the Principal then has the power (whether or not the Principal can effectively exercise it because of disability or otherwise) to amend, modify or revoke such trust(s).

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

g. Disclaimer. To renounce or disclaim any interest otherwise passing to the Principal by intestate or testate succession, or by *inter vivos* transfer. In so disclaiming, the attorney-in-fact may rely with acquittance upon the advice of the Principal's attorney, CPA, and financial advisor(s) regarding the Principal's estate planning objectives.

h. Taxes. To make all tax returns and pay all taxes required by law, including federal, state, and gift tax returns, and to file all claims for abatement or refund and other papers relating thereto.

i. Monies Due. To request, demand, recover, collect, endorse, and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents, and payments due the Principal.

j. Revoke and Amend Documents. If the attorney-in-fact is the Principal's spouse, the attorney-in-fact shall have the authority to make, alter, or revoke any community property agreement, Agreement as to Status of Property, or other document of similar import entered into by the Principal, and to make, amend, alter, or revoke any life insurance beneficiary designations and/or any retirement plan beneficiary designations of the Principal, so long as, in the sole discretion of the attorney-in-fact, such action would be in the best interest of the Principal and in the best interest of those interested in the estate of the Principal. The authority granted in this paragraph (k) shall not extend to any alternate attorney-in-fact.

k. Transfer of Assets. To make any transfer of resources not prohibited under RCW Chapter 74.09 as now or hereafter amended or recodified, when the transfer is for the purpose of qualifying the Principal for medical assistance or limited casualty program for the medically needy or for the purpose of preserving for the Principal, or Principal's 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, the attorney-in-fact 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 RCW Chapter 74.09 and RCW 43.20B as now or later amended or recodified.

l. Delegation of Authority. To delegate, in writing, to any alternate or successor attorney-in-fact named above any authority granted under this power of attorney. Any such appointment of a temporary attorney-in-fact or delegation of authority shall set forth the period for which it is valid and specify the limits, if any, of such appointment or delegation during such period.

5. Revocation. The Principal may revoke this power of attorney at any time by giving the attorney-in-fact written notice personally delivered or mailed to the last known address for the attorney-in-fact.

6. Termination; Guardian. This power of attorney shall be terminated upon receipt of

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written notice or actual knowledge by the attorney-in-fact of the death of the Principal, and further may be terminated by the guardian of the estate of the Principal following court approval of such termination. Should the court need to appoint a guardian of Principal's estate, it is the Principal's desire that the attorney-in-fact or the alternate attorney-in-fact herein named be appointed by the court.

7. **Accounting.** The attorney-in-fact shall be required to account to a guardian of the estate of the Principal, trustee of the Principal's revocable trust, special representative designated in the Principal's revocable trust, or personal representative of the estate of the Principal, if requested by any of them.

8. **Reliance.** The attorney-in-fact and any person dealing with the attorney-in-fact each 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 death or otherwise. Any action so taken in good faith, unless otherwise invalid or unenforceable, shall be binding on the heirs, legatees, devisees, and personal representative of the Principal. Third parties shall be entitled to rely upon a photocopy of the signed original.

9. **Indemnification.** The estate of the Principal shall hold harmless and indemnify the attorney-in-fact from any and all liability for acts done in good faith.

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

11. **Applicable Law.** The laws of the State of Washington shall govern this power of attorney.

(The remainder of this page is left intentionally blank. Signatures begin on the following page.)

IN WITNESS WHEREOF, the undersigned has executed this Durable Power of Attorney on this 7 day of Feb., 2025, to become effective as provided in paragraph 3 above.

Dorothy Louise Futrelle
Dorothy Louise Futrelle, Principal

STATE OF WASHINGTON

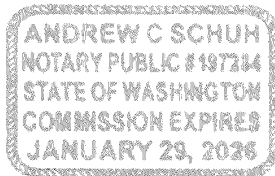
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Dorothy Louise Futrelle** 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 7 day of Feb., 2025.

ACSUL



Printed Name ANDREW C. SCHUH
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 1/29/26

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EXHIBIT "A"
Legal Description

Legal Address: 24578 Wicker Road, Sedro-Woolley, WA 98284

File Number: 25-23148-TB

LEGAL DESCRIPTION:

Parcel A:

The West 131 feet of Lot 2, DIETER'S ACREAGE, as per plat recorded in Volume 3 of Plats, page 53, records of Skagit County, EXCEPT the South 265 feet thereof. (North line of said Lot 2 bears North 89°58'30" East. South line of said Lot 2 bears North 89°36'10" East. West line of said Lot 2 bears North 2°57'41" West.) (Also known as Tract "D" of that certain Short Plat No. 10-74 approved April 19, 1974.)

Parcel B:

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, Township 35 North, Range 5 East, W.M., Skagit County, Washington, more particularly described as follows:

Beginning at the Center of Section 19, Township 35 North, Range 5 East, W.M., Skagit County, Washington;
thence South 89°52'30" East a distance of 327.88 feet along the North line of Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, Township 35 North, Range 5 East, W.M., Skagit County, Washington;
thence South 02°48'43" East a distance of 30.04 feet to the Southerly right-of-way Wicker Road, said point also being the Northwest corner of Lot 2, Dieter's Acreage;
thence South 89°52'30" East a distance of 131.17 feet along the Southerly right-of-way Wicker Road to the point of beginning, said point also being the Northwest corner of Short Plat No. PL03-0572, recorded under AF# 200507200114 records of Skagit County, Washington;
thence South 89°52'30" East a distance of 5.41 feet along the Southerly right-of-way Wicker Road to a fence as shown on said Short Plat No. PL03-0572;
thence South 02°38'55" East a distance of 377.52 feet along a fence as shown on said Short Plat No. PL03-0572;
thence North 89°45'10" West a distance of 4.41 feet to the West line of said Short Plat No. PL03-0572;
thence North 02°48'10" West a distance of 377.60 feet to the Southerly right-of-way Wicker Road and to the point of beginning.

Situate in the County of Skagit, State of Washington.

LEGAL DESCRIPTION