

**202505130048**

05/13/2025 12:45 PM Pages: 1 of 7 Fees: \$309.50  
Skagit County Auditor

WHEN RECORDED RETURN TO:  
Name: RAINIER TITLE LLC  
Address: 2722 COLBY AVE 125  
EVERETT, WA 98201

Escrow Number: 826245RT  
Filed for Record at Request of: Rainier Title LLC  
Z1S211-LT

**DOCUMENT TITLE(S)**

**DURABLE POWER OF ATTORNEY**

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

**GRANTOR(S):**

**LUCKY ROBERT CASE**

**GRANTEE(S):**

**BETHANY LEIGH ANN CASE**

**ABBREVIATED LEGAL DESCRIPTION:**

Ptn. SW ¼ NW ¼ & Ptn. Gov Lots 4 & 7, Sec 32-33N-R10 EWM aka Track 6, Trail Creek

**TAX PARCEL NUMBER(S):**

**P18870 / 331032-0-007-1002**

**DURABLE POWER OF ATTORNEY  
OF  
LUCKY ROBERT CASE**

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I, LUCKY ROBERT CASE, a single person of Darrington, Skagit County, Washington, do hereby appoint my daughter BETHANY LEIGH ANN CASE, as my attorney-in-fact and agent ("Agent") to exercise on my behalf and for my benefit all powers I would have if alive, competent, and acting myself, subject only to the limitations set forth herein; provided, however, that if BETHANY is or becomes unable or unwilling to serve, I appoint SCARLET MISTY BLUE BLEND ("MISTY"), as my Agent. If MISTY is or becomes unable or unwilling to serve, I appoint my son, SCOTTY DOUGLAS CASE, as my Agent.

**SECTION 1  
GENERAL POWERS**

This grant of authority includes, without limitation, the following powers:

1.1 **Banking.** My Agent may sign, endorse, cash, or negotiate any checks or warrants; open, close, and make deposits or withdrawals to or from any checking or savings accounts at any bank, savings and loan association, or similar depository; and open any safe-deposit box to which I have a right of access.

1.2 **Possession of Assets.** My Agent may demand, recover, and receive all sums of money, goods, or other personal property, tangible or intangible, from any person or entity.

1.3 **Personal Property.** My Agent may purchase, sell, exchange, or otherwise acquire or dispose of any goods, shares of stock, bonds, or other personal property, tangible or intangible, for such amounts and on such terms as my Agent deems advisable, and exercise all voting rights arising out of such property.

1.4 **Disposition of Real Property.** My Agent may sell, convey, exchange, lease, or encumber any real property or interest therein, in fee simple or otherwise, to any person or entity for such price and on such terms as my Agent deems advisable, and, for these purposes, execute and acknowledge any listing or brokerage agreement, earnest money agreement, contract, deed, lease, or other assurance, under such covenants as my Agent deems advisable.

1.5 **Acquisition of Real Property.** My Agent may purchase or lease, in fee simple or otherwise, any real property or interest therein for such price, or in exchange for such assets, and on such terms as my Agent deems advisable, and, for these purposes, receive, confirm, make, and execute any contracts, deeds, mortgages, conveyances, leases, promissory notes, or other instruments.

1.6 **Possession and Management of Real Property.** My Agent may take possession of any real property; enter into a property management agreement for the same; protest or contest any assessments or taxes assessed or levied against the same; contract for any repairs or alterations of the same; grant any easement in order to effect a sale, exchange, or lease of the same; and collect any rentals derived therefrom.

1.7 **Insurance.** My Agent may insure any goods or other personal property, or any real property or interest therein, at such premiums and for such risks as my Agent deems advisable.

1.8 **Debts.** My Agent may settle, compromise, pay, or collect any debts or claims, for such amounts and on such terms as my Agent deems advisable, and, in particular and without limitation, pay any debts arising from my care or maintenance.

1.9 **Legal Claims and Obligations.** My Agent may defend, compromise, or commence and prosecute through final judgment and execution any legal proceedings that my Agent deems proper, and enter into any stipulations, receipts, discharges, undertakings, or recognizance's in connection with such legal proceedings as my Agent deems advisable. In addition, my Agent may satisfy my legal obligations, including, without limitation, my obligation for support.

1.10 **Medical Consents.** During any period in which I do not have a more specific power of attorney for health care decisions in effect:

1.10.1 **Consent to or Withhold Consent to Medical Care.** My Agent may consent or withhold consent, during any period in which I am incapacitated due to mental or physical illness, deficiency, disease, accident, chronic use of drugs or alcohol, or advanced age, to all nursing, hospital, medical, dental, surgical, or psychiatric/mental health care or procedures as may be prescribed or recommended for me by a licensed physician who is unrelated to me or my Agent.

1.10.2 **Release of Protected Health Information Under HIPAA.** My Agent may authorize access to and the use and disclosure of protected health information as provided in the Privacy Rules of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d, and the regulations promulgated thereunder ("HIPAA"), and in chapter 70.02 of the Revised Code of Washington ("RCW"). I nominate my Agent as personal representative for these purposes. I specifically authorize the release of information relating to the determination of my disability under Paragraph 2.2, and, notwithstanding Paragraph 2.1, my Agent's authority regarding release of information relating to my incapacity shall be effective immediately. I intend that my Agent shall be a person authorized to consent to health care on my behalf pursuant to RCW 70.02 for the purpose of access to and disclosure of medical records and health care information to the extent necessary to establish my incapacity under Paragraph 2.2.

1.11 **Taxes.** My Agent may handle any and all state, federal, and local tax matters on my behalf, including, but not limited to, exercising the authority to prepare and submit (or have prepared and submitted) income and other tax returns; make elections in connection therewith that may be necessary or proper; pay taxes as may be due; represent me during audits, appeals, and lawsuits related to any tax return; appoint a representative to represent me in any tax matters; and pay any assessment for interest or penalties levied against me in connection with such tax returns.

1.12 **Transfers.** My Agent may make transfers, with or without consideration, to, for the benefit of, or in trust for any permitted transferees, which shall include only (1) my wife, (2) my descendants, (3) my descendants' spouses (including the surviving spouse of a deceased descendant) ("descendants' spouses"), and (4) any charitable or other public nonprofit organization, contributions to which qualify for the charitable contributions deduction under § 170 of the Internal Revenue Code of 1986, as amended ("IRC") ("Charitable Organization"). All such transfers to any person listed above are subject to the following terms and conditions:

a. No transfer may be made to any person or entity if, in the good-faith exercise of my Agent's judgment, that transfer is likely to deprive me of assets necessary to maintain my health and support in a manner that is consistent with my expectations and aspirations given the resources available;

b. No transfer shall be made to my Agent unless it is necessary for my Agent's health, support, or maintenance; and no transfer may be made in a manner that satisfies any legal obligation of my Agent, including, but not limited to, any obligation of support;

c. Any transfer to a Charitable Organization shall be made in accordance with any pattern of making gifts to Charitable Organizations that I have established or planned to establish; and

d. No transfer may be made to my wife, my descendants, or my descendants' spouses unless the transfer will not be treated as a taxable gift by reason of IRC § 2503(b) or § 2503(e).

1.13 **Creating or Funding of Revocable Living Trust.** My Agent may transfer my interest in any real or personal property to the trustee of a revocable living trust solely for my benefit and my wife's benefit during my lifetime, created by me, or created on my behalf by my Agent, and thereafter exercise on my behalf my rights to withdraw assets from any such trust and replace the trustee, but none of my other rights. With respect to any trust created by my Agent on my behalf, the provisions for the disposition of trust assets at the time of my death shall be in conformance with the provisions governing the disposition of the residue of my estate in my Last Will as finally admitted to probate (or in accordance with the laws of intestate succession if I die without a Last Will) or shall direct that all such assets be distributed to my estate.

1.14 **General.** My Agent may exercise all powers of absolute ownership of all assets and liabilities of every kind and character, wherever located; do and perform all matters and things; transact all business of whatever kind or nature and make all investments; and make, execute, and acknowledge all contracts, orders, deeds, mortgages, satisfactions, leases, and assignments, and all other writings, assurances, and instruments of every kind that may be necessary or proper to effectuate any transaction referred to above or that affect me or my property, all with the same powers and with the same validity as I could, if personally present and competent; and I hereby ratify and confirm whatever my Agent shall or may do by virtue hereof. If I am holding any community property, this power of attorney is not intended to limit my wife's right to general management powers over such community property as defined under title 26 of the RCW.

## SECTION 2 TERMS AND CONDITIONS

The foregoing is subject to the following terms and conditions:

2.1 **Duration of Power.** Except as specifically provided in Section 1.10, this power of attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

2.2 **Determination of Incapacity.** For purposes of this document, I shall be deemed incapacitated whenever it is determined by the person designated as my Agent that I am unable to manage property or business affairs in a prudent manner by reason of mental or physical illness, deficiency, disease, accident, chronic use of drugs or alcohol, advanced age, or any other incapacity, or whenever the person designated as my Agent attests that I am confined in an institution, am being detained by a foreign power, or have disappeared. If the person designated as my Agent is unable or unwilling to make such determination, then such determination shall be made by a licensed physician who is unrelated to me or such Agent.

2.3 **Reliance.** All persons dealing with my Agent shall be entitled to rely with acquittance upon this power of attorney or photocopies hereof, provided that my incapacity is substantiated in writing by the persons identified in Section 2.2. Any acts taken pursuant to this instrument by such persons or my Agent, without actual knowledge or written notice of the revocation or termination of this power of attorney, unless this power of attorney is otherwise invalid or unenforceable, shall be binding on me; my guardian(s), if any; and my heirs, devisees, legatees, and personal representatives.

2.4 **Limitation on Powers.** Notwithstanding the foregoing general grant of authority to act on my behalf, my Agent shall not have the power to make, amend, alter, or revoke any estate planning or testamentary documents previously executed by me, or any beneficiary

designations of my insurance policies, individual retirement accounts, or other retirement plans; nor shall my Agent have the power to make any gifts of my property, except as provided in Section 1.12.

2.5 **Revocation.** I may revoke this power of attorney at any time by giving written or oral notice of such revocation to my Agent and recording a written instrument of revocation with the office of the recorder or auditor of Snohomish County, Washington.

2.6 **Termination.**

2.6.1 **By Appointment of Guardian.** The appointment of a guardian of my property shall terminate this power of attorney upon written notice or actual knowledge of such appointment being received by my Agent. The appointment of a guardian of only my person shall not terminate this power of attorney. If protective proceedings for my person or my estate are commenced, I nominate my Agent to serve as guardian. If my Agent is unable or unwilling to serve as guardian, he or she may designate an individual or entity to serve as my guardian.

2.6.2 **By Death of Principal.** My death shall terminate this power of attorney upon written notice or actual knowledge of my death being received by my Agent.

2.7 **Governing Law.** This power of attorney shall be construed in accordance with and governed by the laws of the state of Washington, as now existing or hereafter amended to liberalize the authority granted therein. This document is intended to be valid in any jurisdiction in which it is presented.

*(The remainder of this page is intentionally left blank with signatures on the following page)*

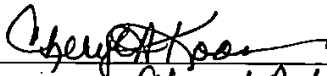
Dated this 15 day of July, 2024.

  
LUCKY ROBERT CASE

STATE OF OKLAHOMA           )  
  ) ss.  
COUNTY OF OKLAHOMA       )

SIGNED AND SWORN to (or affirmed) before me on this 15<sup>th</sup> day of  
July, 2024, by LUCKY ROBERT CASE.



  
Printed Name: Cheryl A. Koon  
NOTARY PUBLIC in and for the State of Oklahoma  
residing at: DeWalla  
My appointment expires: April 3, 2027

STANDBY DURABLE POWER OF ATTORNEY OF  
LUCKY ROBERT CASE