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Document Title(s):
Durable General Power of Attorney
Reference Number(s) of Documents assigned or released:
(on page of document(s))
Grantor(s):
Granto (3).
Sandra G. Tucker
Additional Names on page of document.
Grantee(s):
Colleen Stone Horder
Additional Names on page of document.
Abbreviated Legal Description:
Lots 15 and 16, Blk 175, Map of the City of Anacortes
130ts 13 and 10, big 173, map of the city of Anacotics
Additional legal is on page of document. Tax Parcel Number(s):
3772-175-016-0010/P56112

DURABLE GENERAL POWER OF ATTORNEY

(Effective Immediately)

- Sandra G. Tucker, the undersigned individual, domiciled and residing in the State of Washington, revokes any prior Durable General Powers of Attorney for finances, and designates the following named person as Attorney in Fact to act for the undersigned as the Principal who may hereafter become disabled or incompetent. The Attorney in Fact shall act with the utmost loyalty to the Principal, in good faith, and solely for the Principal's benefit.
- 1. Designation. Keith B. Tucker is designated as Attorney in Fact for the Principal. If he is unwilling or unable to act as Attorney in Fact for the Principal, then Colleen Stone Horder is designated as alternate Attorney in Fact. If she is unwilling or unable to act as Attorney in Fact for the Principal, then Shaun Tucker is designated as alternate Attorney in Fact.
- 2. 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. Without limiting the powers herein, the Attorney in Fact shall have full power, right and general authority to sell, convey, lease, rent, exchange, encumber, mortgage and otherwise deal in and with any and all property, real or personal, belonging to the Principal the same as if he or she were the absolute owner thereof. In addition, the Attorney in Fact shall have specific powers including, but not limited to the following:
 - (i) Real Property. The Attorney in Fact shall have the powers set forth in RCW 11.125.270, including the general authority to purchase, take possession of, lease, sell, convey, exchange, release and encumber real property or any interest in real property.
 - (ii) Personal Property. The Attorney in Fact shall have general authority to purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.
 - (iii) Claims Against Principal. The Attorney in Fact shall have general 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 assets of the Attorney in Fact and obtain reimbursement out of the Principal's funds or other assets.
 - (iv) Financial Accounts. The Attorney in Fact shall have the powers set forth in RCW 11.125.290, 11.125.310, and 11.125.370 including general authority to deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions and securities dealers). The power granted herein shall apply to brokerage accounts with any brokers with whom the Principal may have accounts from time to time. This shall include the authority:

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- (a) To maintain and close existing accounts, to open, maintain and close other accounts and to make deposits and withdrawals with respect to all such accounts;
 - (b) To have access to safe deposit boxes;
- (c) To buy, sell, assign, or transfer stocks, bonds or personal property, including but not limited to such actions within or between any brokerage or other accounts held for the benefit of the Principal;
 - (d) To write checks upon the Principal's accounts in any bank or brokerage; and
- (e) To make non-purpose or margin loans on any brokerage account of the Principal, provided that such loans shall be short term and made for the benefit of the Principal.
- (f) To have the general authority in the same manner and to the same extent as any account holder on IRA and Keogh accounts to direct distributions from the account, and to make any elections in connection therewith, including tax withholding; and to execute any beneficiary designation for an IRA or Keogh account held for the Principal's benefit in favor of any party, including the Attorney in Fact;
- (g) With respect to the Principal's brokerage accounts, including IRA accounts, to effect purchases and sales (including short sales); to subscribe for and to trade in stocks, bonds, options, rights, and warrants or other securities, domestic or foreign, whether dollar or non-dollar denominated, 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 same (including commodity futures) on margin or otherwise for the Principal's account and risk; to deliver to the Principal's broker securities for the Principal's account, and to instruct the Principal's broker to deliver securities from the Principal's accounts to the Attorney in Fact or to others, and in such name and form, including his or her own, as he or she may direct; to instruct the Principal's broker to make payment of moneys from the Principal's accounts with the Principal's broker, and to receive and direct payment therefrom payable to him or her, or others; to sell, assign, endorse and transfer any stocks, bonds, options, rights and warrants 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; to receive statements of transactions made for the Principal's account(s); 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(s); and to make any and all agreements with the Principal's broker with reference thereto for the Principal and on the Principal's behalf.
- (h) To vote in person, or by general or limited proxy, with or without power of substitution, with respect to any stock or other securities the Principal may own.
- (i) To execute on the Principal's behalf any Powers of Attorney in whatever form which may be required by any stockbroker with whom the Principal has deposited any securities.
- (v) Digital Assets. The Attorney in Fact shall have all of the powers set forth in RCW 11.120, including (or additionally) the authority:
- (a) To access, use and control the Principal's digital devices, including, but not limited to, desktop computers, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones and any similar digital device which currently exists or may

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exist as technology develops, or such comparable items as technology develops, for the purpose of accessing, modifying, deleting, controlling or transferring the Principal's digital information and assets, and

- (b) To access, modify, delete, control and transfer the Principal's digital information and assets, including, but not limited to, emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts, and similar digital items which currently exist or may exist as technology develops, or such comparable items as technology develops.
- (vi) Business Interests. The Attorney in Fact shall have general authority to continue as a going concern any business interest owned by the Principal, either individually, as a partner, or as a shareholder of a corporation.
- (vii) Amendment of Documents. The Attorney in Fact shall have the powers described in RCW 11.125.320, including the power to revoke or change any life insurance beneficiary designations. In addition, the Attorney in Fact has general authority to amend community property agreements, or estate-planning or testamentary documents previously executed by the Principal (other than a Will or codicil), if deemed appropriate by the Attorney in Fact, for the purpose of preserving the Principal's estate from estate taxes or the cost of long-term care, or from any claims against the Principal's estate by any entity which has provided the Principal with coverage for medical or long-term care services, provided that any such changes be reasonably consistent with the Principal's previously executed estate plan.
- (viii) Disclaimer. The Attorney in Fact shall have the authority to disclaim any interest, as defined in RCW 11.86, in any property to which the Principal would otherwise succeed, by Will, community property agreement or otherwise, and to decline to act or resign if appointed or serving as an officer, director, executor trustee or other fiduciary.
- (ix) Legal Proceedings; Bankruptcy. The Attorney in Fact shall have general authority 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. The Attorney in Fact shall also have authority to file for federal bankruptcy on the Principal's behalf and attend the meeting of Principal's creditors or any adjournment thereof, and to vote on 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 Principal's estate.
- (x) Tax Powers. The Attorney in Fact shall have general authority to sign and file on the Principal's behalf all city, county, state, 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

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agreements, settlement agreements and closing agreements with respect to those returns; to represent the Principal during audits, appeals and lawsuits related to any tax matter; to appear for the Principal, in person or by attorney, and represent the Principal before the United States Treasury Department, the Internal Revenue Service, the Washington Department of Revenue, or the taxing authority of any other state or governmental entity; to pay any assessments for taxes, interest or penalties levied against the Principal in connection with any tax matter; and to act as agent for any tax-related matter.

- (xi) Government Benefits. The Attorney in Fact shall have the powers set forth in RCW 11.125.360, including (or additionally) general authority to do and perform every act necessary or desirable and to serve as representative payee and agent with respect to rights and entitlements for the Principal's benefits from Social Security, the Department of Veterans Affairs, the Civil Service, Medicare, military service, and any other branch, department or office of any governmental body.
- (xii) Qualification for Medicaid. The Attorney in Fact shall have general authority to make transfers of the Principal's property, including, but not limited to, transfers to the Principal's spouse and gifts to the Principal's children, for the purpose of qualifying the Principal for governmental medical assistance to the full extent provided by law, should there be a need for medical care or for the purpose of preserving for the Principal's spouse the maximum amount of property allowed under applicable law if an application is made for governmental medical assistance. Any transfers made pursuant to this paragraph shall not be deemed to be a breach of fiduciary duty by the Attorney in Fact.
- (xiii) Gifting Power. The Attorney in Fact shall have the power to make any gifts, whether outright or in trust, during the Principal's lifetime which are consistent with the most current Will executed by the Principal, or testamentary provisions of the most current intervivos trust executed by the Principal, or other testamentary methods and plans established by the Principal. This may include gifts to the Attorney in Fact only for the purpose of providing for said Attorney in Fact's health, education, support, or maintenance, or if the gift constitutes an excludable gift under applicable federal gift and estate tax law.
- (xiv) Access to Estate Plan. The Attorney in Fact shall have the general authority to obtain from the Principal's lawyer (or other custodian of such items) any records or documents relating to the Principal's estate plan, including copies of the Principal's Will or trust documents. The Principal's lawyer shall be entitled to rely upon this Power of Attorney so long as he or she had not received actual knowledge or actual notice of any revocation, suspension or termination of this Power of Attorney by death or otherwise, and the Principal or the Principal's estate shall indemnify the lawyer against any actions resulting from his or her reliance upon this Durable General Power of Attorney.

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- (xv) Representation in Estate or Probate Matters. The Attorney in Fact shall have the powers set forth in RCW 11.125.330 with respect to estates, trusts, and other beneficial interests, including the authority to:
 - (a) Accept, receive, receipt for, sell, assign, pledge, or exchange a share in a beneficial interest;
 - (b) Demand or obtain money or another thing of value to which the Principal is, may become, or claims to be, entitled by reason of a beneficial interest, by litigation or otherwise:
 - (c) Exercise for the benefit of the Principal a presently exercisable general power of appointment held by the Principal;
 - (d) Exercise for the benefit of the Principal a presently exercisable limited power of appointment held by the Principal;
 - (e) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, Will, declaration of trust, or other instrument or transaction affecting the interest of the Principal;
 - (f) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary, and any other matter as defined under RCW 11.96A.030;
 - (g) Conserve, invest, disburse, or use anything received for an authorized purpose;
 - (h) Transfer an interest of the Principal in real property, stocks, bonds, and financial instruments, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the Principal as settlor, subject to the limitations in RCW 11.125.240(1); and
 - (i) Reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from a beneficial interest.
 - (xvi) Family Support. The Attorney in Fact shall have the power to do all acts necessary to maintain the customary standard of living of the Principal and the Principal's spouse, including without limitation the power to pay for medical, dental and surgical care, living quarters, usual travel expenses, shelter, clothing, food, education, organizational fees and contributions, and other living costs.
 - (xvii) Pets. The Attorney in Fact shall have the authority to arrange for the housing, support and maintenance of the Principal's pets; to arrange for and pay for reasonable boarding, kenneling, grooming and veterinary needs; to re-home a pet if it becomes impossible for the Principal to care for the pet any longer; and to arrange for the humanc euthanizing of a pet, if that is the kindest alternative.
- 3. Intent to Avoid Need for Guardianship. It is the Principal's intent that the power given to the Attorney in Fact designated herein be interpreted to be so broad as to avoid the need for the appointment of a guardian for the estate of the Principal. If the appointment of a guardian or limited guardian of the estate of the Principal is sought, however, the Principal nominates the then acting Attorney in Fact designated above, if any, as guardian or limited guardian of the Principal's estate, or if no one is then

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acting as Attorney in Fact, the Principal nominates the persons designated above as Attorney in Fact and successor Attorneys in Fact as guardian or limited guardian of the Principal's estate, in the same order of priority.

- 4. Receive Compensation; Rely Upon Advisors. The Attorney in Fact may pay him or herself reasonable compensation for his or her own services, and reimbursement for expenses incurred in administering the Principal's affairs; and may employ such agents and advisors, including attorneys, accountants and investments advisors, as the Attorney in Fact considers appropriate; and shall be entitled to rely on advice given by advisors within their areas of competence.
- 5. Effectiveness and Duration. This Power of Attorney is effective immediately upon the signature of the Principal and shall remain in effect to the extent permitted by the laws of the State of Washington or until revoked or terminated under Sections 6 or 7, notwithstanding any uncertainty as to whether the Principal is dead or alive. The authority and power granted hereby to the Attorney in Fact shall not be affected by the Principal's later legal disability or incapacity.
- 6. Revocation. This Power of Attorney may be revoked, suspended or terminated in writing by the Principal with written notice to the designated Attorney in Fact, and if the same has been recorded, then by recording the written instrument of revocation with the Auditor of the county where the Power of Attorney is recorded.
- 7. Termination. This Power of Attorney shall expire upon the Principal's death, or the appointment of a guardian for the Principal's estate. If the Principal's spouse or registered domestic partner is designated as Attorney in Fact, that designation is revoked upon the filing of a petition for dissolution or legal separation by either the Principal or the Principal's spouse or domestic partner.
 - 8. Agent Resignation. In accordance with RCW 11.125.180, the acting Attorney in Fact may resign by giving notice to the Principal and, if the Principal is incapacitated:
 - (a) To the conservator or guardian, if one has been appointed for the Principal, and a co-Attorney in Fact or successor Attorney in Fact, if designated; or
 - (b) If there is no person described in subsection (a) of this paragraph:
 - (i) To any person reasonably believed by the agent to have sufficient interest in the Principal's welfare;
 - (ii) To a governmental agency having authority to protect the welfare of the Principal; or
 - (iii) By filing notice with the county recorder's office in the county where the Principal resides.
- 9. Record Keeping; Accounting. The Attorney in Fact shall keep receipts and shall at all times maintain accurate, up-to-date financial records of all income, receipts and distributions of the Principal's assets. In addition, the Attorney in Fact shall be required to account to any subsequently appointed personal representative and provide an accounting at least once a year to all children of the Principal and the Principal's spouse.

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- 10. Reliance. The designated and acting Attorney in Fact and all persons dealing with the Attorney in Fact shall be entitled to rely upon this Power of Attorney so long as neither the Attorney in Fact nor any person with whom he or she was dealing at the time of any act taken pursuant to this Power of Attorney had received actual knowledge or actual notice of any revocation, suspension or termination of the Power of Attorney by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees or personal representatives of the Principal. In addition, third parties shall be entitled to rely upon a photocopy of the signed original hereof, as opposed to a certified copy of the same.
- 11. Indemnity. The estate of the Principal shall hold harmless and indemnify the Attorney in Fact from all liability for acts done in good faith and not in fraud of the Principal.
- 12. Applicable Law. The laws of the State of Washington shall govern this Power of Attorney.

13. Execution. This Power of Attorney is signed on the 15day of January, 2019.

Sandra G. Tucker, Principal

STATE OF WASHINGTON)

: SS

County of Skagit

I certify that I know or have satisfactory evidence that Sandra G. Tucker 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.

Dated

Notary Public in and for the State

of Washington, residing at Anzeotes

My Commission Expires: ___//

AARON M. RASMUSSEN NOTARY PUBLIC #88395 STATE OF WASHINGTON

COMMISSION EXPIRES NOVEMBER 29, 2022

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