

Return Address:

SASH Inc
6811 S 204th St Suite 395
Kent, WA 98032

<p>Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)</p> <p>1. <u>Durable Power of Attorney</u> 2. _____</p> <p>3. _____ 4. _____</p>
<p>Reference Number(s) of Documents assigned or released:</p> <p>Additional reference #'s on page _____ of document</p>
<p>Grantor(s) Exactly as name(s) appear on document</p> <p>1. <u>Michael L. Cherry</u> _____</p> <p>2. _____</p> <p>Additional names on page _____ of document.</p>
<p>Grantee(s) Exactly as name(s) appear on document</p> <p>1. <u>Matthew V. Stewart</u> _____</p> <p>2. _____</p> <p>Additional names on page _____ of document.</p>
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range)</p> <p>Additional legal is on page _____ of document.</p> <p>Tract F of the certain Record of Survey entitled "MONTBORNE HEIGHTS (REVISED)", recorded August 18, 1993, in Book 14 of Surveys, Pages 165 and 166, under Auditor's File No. 9308180056, and being a portion of Lots 1 through 17, inclusive, Block 23; all of Block 24; Lots 1 through 11, inclusive, Block 25; Lots 1 through 18, inclusive, Block 26, and all of Block 27, all in "PLAT OF THE TOWN OF MONTBORNE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, Page 80, records of Skagit County, Washington. TOGETHER WITH those portions of vacated Street and Alley adjacent to said Lots and Blocks which have reverted to said premises by operation of law.</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p>P103867/4135-026-018-0203</p> <p><input type="checkbox"/> Assessor Tax # not yet assigned</p>
<p>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.</p>

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

DURABLE POWER OF ATTORNEY*of***MICHAEL L. CHERRY****(Effective Immediately)**

1. **Revocation of Prior Powers of Attorney.** I, **MICHAEL L. CHERRY** (the "Principal"), residing and domiciled in the state of Washington hereby revoke any and all durable powers of attorney for financial and property matters previously executed by me.

2. **Power of Attorney; Designations.** I hereby execute this power of attorney and designate **MATTHEW V. STEWART** as Agent in my name, place, and stead. In the event **MATTHEW V. STEWART** is unable or unwilling to so act, then I appoint **JOSEPH J. STEWART** as the alternate Agent; and in the event **JOSEPH J. STEWART** is unable or unwilling to so act, then I appoint **BRIAN L. CHERRY** as the alternate Agent.

3. **Purpose.** The primary purpose in granting this power of attorney is to allow my Agent to act for me in my place and stead. Accordingly, my Agent shall have all powers as are necessary or desirable to act as my Agent, regardless of whether or not I am incapacitated.

4. **Effectiveness and Durability.** This Durable Power of Attorney shall be effective immediately and shall not be affected by my disability.

5. **Powers.** My Agent, as fiduciary, shall have all powers of an absolute owner over my assets and liabilities 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 transfers, withdrawals, 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, investment firms and brokers, and securities dealers; to maintain and close existing accounts; to open, maintain, and close other accounts; to open, maintain, and withdraw or cancel certificates of deposit and share certificates; 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 I have the right of access.

c. **Disposition of Real Property.** To 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, to 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.

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d. Acquisition of Real Property. To 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, to receive, confirm, make, and execute any contracts, deeds, mortgages, conveyances, leases, promissory notes, or other instruments.

e. 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.

f. 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.

g. Insurance. To 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.

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

i. Disclaimer. To renounce or disclaim any interest otherwise passing to me by intestate or testate succession or by *inter vivos* transfer. In so disclaiming, my Agent may rely with acquittance upon the advice of my attorney regarding my estate planning objectives.

j. Taxes. To 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.

k. Monies Due; Debts Owed. To request, demand, recover, collect, endorse, and receive all monies, accounts, gifts, bequests, dividends, annuities, rents, and payments due to me; to settle, compromise, and pay 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.

l. Delegation of Authority to Alternate Agent. To delegate, in writing, to any alternate Agent named above any authority granted under this power of attorney; provided, however, any such delegation of authority shall set forth the time period for which it is valid and shall specify the limits, if any, of the authority delegated during such period.

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m. Transfer of Assets. To make any transfer of resources not prohibited under Chapter 74.09 RCW as now or hereafter amended or recodified, when the transfer is for the purpose of qualifying me for medical assistance or limited casualty program for the medically needy or for the purpose of preserving for me or my 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, my Agent 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 Chapter 74.09 RCW and Chapter 43.20B RCW as now or later amended or recodified.

n. Digital Assets. To access, use, and control my digital devices, including but not limited to desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops for the purpose of accessing, modifying, deleting, controlling, or transferring digital assets, and the power to access, modify, delete, control, and transfer my digital assets, including but not limited to my emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, web pages, blogs, file sharing accounts, financial accounts, online bill-paying, 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. My Agent shall have all of the powers conferred herein to access and manage digital assets and accounts, together with all of those provided for in Chapter 11.120 RCW, as may be amended.

o. Retirement Accounts. To establish one or more "individual retirement accounts" or other retirement plans or arrangements in my name. Also, in connection with any pension, profit-sharing, individual retirement arrangement, Roth IRA, or any other retirement plan, arrangement, or annuity in which I am (or my spouse is) a participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is hereinafter referred to as "such Plan"), my Agent shall have the following powers in addition to all other applicable powers granted herein:

- (i) To make contributions (including "rollover" and/or "conversion" contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf;
- (ii) To receive and endorse checks or other distributions to me from such Plan or to arrange for the direct deposit of the same in any account in my name;
- (iii) To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, and to make, exercise, waive, or consent to any and all elections and/or options that I or my spouse may have regarding contributions to, investments or administration of, distributions from, or form of benefits under, such Plan;
- (iv) With respect to any contribution to an IRA or Roth IRA, to "recharacterize" all or part of said contribution with the effect of having said contribution (or part thereof) deemed to have been made to the other

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type of IRA; and

- (v) To designate my spouse, if living, otherwise my surviving issue by right of representation, as beneficiary of any benefits payable under such Plan on account of my death.

6. **General Authority.** Notwithstanding the specificity of the powers in the paragraph titled "Powers" above, I intend that 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; 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 affects me or my property, all with the same powers and with the same validity as I could, if personally present and competent. Specifically, my Agent shall have all powers granted to an agent under the laws of the State of Washington as now enacted, including but not limited to the authority and powers under RCW 11.125.260–410, or as may be subsequently amended or recodified to liberalize the authority granted to an agent under such laws. 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 spouse's right to general management powers over such community property as defined by law.

7. **Health Care Decisions.** During any period in which I do not have a separate power of attorney for health care decisions in effect:

a. **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.

b. **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. Sec. 1320d, and the regulations promulgated thereunder ("HIPAA"), and in Chapter 70.02 RCW. I nominate my Agent as personal representative for these purposes.

8. **Revocation.** I may revoke my Agent's authority under this power of attorney at any time by giving the Agent written notice personally delivered or mailed to the last known address for the Agent.

9. **Termination.**

a. **My Death.** This power of attorney shall terminate upon actual knowledge of, or written notice to, the Agent of my death.

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b. **Appointment of Conservator.** This power of attorney shall terminate upon the appointment by the court of a conservator of my estate or appointment of another fiduciary charged with the management of all of my property. In the case of a limited conservatorship in which a fiduciary is charged by the court with the management of some, but not all of my property, my Agent's power shall continue except to the extent ordered by the court.

c. **Filing by Spouse/Agent.** My spouse's authority to act under this power of attorney and the nomination of my spouse as conservator shall terminate immediately upon the earlier of the filing or service of documents to commence a legal proceeding for a decree of dissolution of marriage, a decree of legal separation, or a decree declaring the marriage invalid.

10. **Appointment of Conservator.** Should the court need to appoint a conservator of my estate, it is my desire that the Agent or any alternate Agent herein named be appointed by the court, in order of priority listed.

11. **Accounting.** My Agent shall be required to account to a conservator of my estate or personal representative of my estate, if requested by any of them.

12. **Reliance; Copies.** My Agent and any person dealing with my Agent 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 my death or otherwise. Any action so taken in good faith, unless otherwise invalid or unenforceable, shall be binding on my heirs, legatees, devisees, and personal representative. Third parties shall be entitled to rely upon a copy, however produced or transmitted, of the signed original of this instrument.

13. **Indemnification.** My estate shall hold harmless and indemnify my Agent from any and all liability for acts done in good faith.

14. **Liability for Delegation to Third Parties.** If my Agent engages another person on my behalf and exercises care, competence, and diligence in selecting and monitoring that person, my Agent shall not be liable for the acts of that person so long as the acts are not discretionary acts that, if committed by my Agent, would result in liability to my Agent.

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

16. **Applicable 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 under such laws. This document is intended to be valid in any jurisdiction

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in which it is presented.

17. **Resignation of Agent.** My Agent may resign his or her duties by giving written notice to me and to any successor Agent. If I am incapacitated and none of these persons are available, my Agent may resign by giving written notice to any person reasonably believed by my Agent to have sufficient interest in my welfare (including a court-appointed guardian, conservator, or other fiduciary), to a governmental agency having authority to protect my welfare, or by recording notice with the county recorder's or auditor's office in the county where I reside.

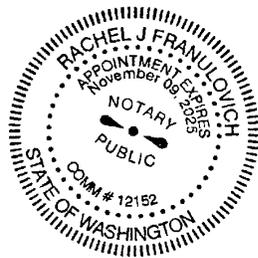
IN WITNESS WHEREOF, the undersigned has executed this Durable Power of Attorney on this 12th day of July, 2023, to become effective as provided in the paragraph titled "Effectiveness and Durability" above.


MICHAEL L. CHERRY, Principal

STATE OF WASHINGTON }
 } ss.
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **MICHAEL L. CHERRY** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12th day of July, 2023.




Printed Name Rachel Franulovich
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 11-09-2025

STATEMENT OF WITNESSES

I declare that the person who signed this document (the "Principal") is personally known to me, the Principal signed this Durable Power of Attorney in my presence, and the Principal appears to be of sound mind and under no duress, fraud, or undue influence. The Principal requested that I sign as a witness to the Durable Power of Attorney. I am a disinterested witness in that I am not a home care provider for the Principal or a care provider at an adult family home or long-term care facility in which the Principal resides nor am I related to the Principal or to any Agent appointed herein by blood, marriage, or state registered domestic partnership.

WITNESSED this 12th day of July, 2023.

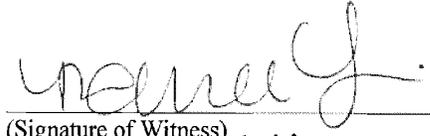


(Signature of Witness)

CRAIG CAMMOCK

(Print Name)

Address: 227 Freeway Drive, Suite B
Mount Vernon, WA 98273



(Signature of Witness)

Rachel Franulovich

(Print Name)

Address: 227 Freeway Drive, Suite B
Mount Vernon, WA 98273