

Return Address:
Danya Parker
721 Mountain View Drive
Mt. Vernon, WA 98273



200412200144
Skagit County Auditor

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Document Title(s) (for transactions contained therein):	
1. Durable Power of Attorney	FIRST AMERICAN TITLE CO.
2.	B83337E
3.	
4.	
Reference Number(s) of Documents assigned or released: (on page of document(s))	
Grantor(s)	
1. Marguerite M. Caulkins	
2.	
3.	
4.	
Additional Names on page of document.	
Grantee(s)	
1. Danya Parker	
2.	
3.	
4.	
Additional Names on page of document.	
Legal Description (abbreviated i.e. lot, block, plat or section, township, range)	
Lots 1-18, BIK 22, Plat of the Town of Montborne	
Additional legal is on page of document.	
Assessor's Property Tax Parcel/Account Number	
P74620, 4135-022-018-0004	
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

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**DURABLE POWER OF ATTORNEY
EFFECTIVE IMMEDIATELY
OF
MARGUERITE M. CAULKINS**

Grantor: MARGUERITE M. CAULKINS
Grantee: DANYA JEAN PARKER
Alternate: WAYNE CAULKINS

MARGUERITE M. CAULKINS (herein referred to as the principal), domiciled and residing in the state of Washington, hereby revokes any other powers of attorney which the principal may have previously executed, and in their place executes this Durable Power of Attorney, as follows:

1. Designation of Attorney-in-Fact and Successor Attorney-in-Fact. DANYA JEAN PARKER, is hereby designated as attorney-in-fact for the principal. If Danya Jean Parker at any time is unable or unwilling to act as attorney-in-fact, I hereby designate WAYNE CAULKINS, attorney-in-fact.

2. Effectiveness; Duration. This power of attorney shall become effective immediately, shall not be affected by disability or incompetence of the principal, and shall continue until revoked or terminated notwithstanding any uncertainty as to whether the principal is dead or alive. Disability shall include the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement or detention by a foreign power, kidnappers or terrorists, or disappearance.

3. When Successor Attorney-in-Fact Entitled to Act. The designated successor attorney-in-fact shall be entitled to act as attorney-in-fact for the principal only upon the death, disability or incapacity of, or the written resignation by, the designated prior attorney-in-fact. Disability or incapacity of the attorney-in-fact may be evidenced by a written statement of a

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qualified physician regularly attending the attorney-in-fact, or if none, by another qualified physician, and/or by other qualified persons with knowledge of any confinement, detention or disappearance. Incapacity may also be established by a finding of a court having jurisdiction over the attorney-in-fact.

4. Revocation. This power of attorney may be revoked, suspended or terminated by the principal at any time the principal is not disabled or incapacitated, as defined in paragraph 2, above, if the principal sends written notice to the designated and acting attorney-in-fact (if already acting as such) or to the first designated attorney-in-fact (if this power of attorney has not yet been made use of by that time). In addition, if this power of attorney has been recorded, the written instrument of revocation should be recorded in the office of the Recorder/Auditor of any county in which the power of attorney is recorded.

5. Termination.

5.1 By Guardian of Estate. The appointment of a guardian of the estate of the principal vests in the guardian, with court approval, the power to revoke, suspend or terminate this power of attorney.

5.2 By Death of Principal. The death of the principal shall be deemed to revoke this power of attorney upon actual knowledge or actual notice being received by the attorney-in-fact.

6. Powers. The attorney-in-fact as a 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 without limitation, the power and authority to:

6.1 Financial Accounts. Make deposits to, and payments from, as well as open and close, any account in a financial institution in the name of the principal, and enter any safe deposit box to which the principal has a right of access and deposit or remove property therefrom.

6.2 Securities. Purchase, sell, exchange or otherwise transfer title to the principal's stocks, bonds or other securities. This includes the power to open and close accounts involving securities.

6.3 Pension Plans and IRA's. Purchase, sell, exchange, withdraw or otherwise transfer title to the principal's assets held in any retirement plan, including an IRA.

6.4 Real and Personal Property. Purchase, receive, take possession of, lease, sell, assign, convey, exchange or otherwise transfer or encumber any interest in real or personal property.

6.5 Moneys Due. Request, demand, recover, collect, endorse and receive all moneys, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the principal.

6.6 Claims Against Principal. 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 principal's funds or other assets or use funds or other assets of the attorney-in-fact and obtain



reimbursement out of the principal's funds or other assets.

6.7 Legal Proceedings. Participate in any legal action in the name of the principal or otherwise and pay legal fees and costs incurred in connection with the legal action. 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.

6.8 Tax Returns. Prepare, or arrange for the preparation of, all federal and state income tax and gift tax returns on behalf of the principal, execute and submit such returns and pay all such taxes as may be due.

6.9 Audits. Represent the principal with respect to audits, appeals and lawsuits related to any income or gift tax return filed on behalf of the principal and pay any assessments for interest or penalties levied against the principal in connection with such tax returns.

6.10 Transfers to Trust. Make transfers of the principal's property, both real and personal, to any trust created by the principal during the principal's life of which the principal is the primary beneficiary.

6.11 Medicaid. Make transfers of the principal's property 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 estate the maximum amount of property allowed under applicable law if an application has been made for governmental medical assistance for the principal. Any transfers made pursuant to this paragraph shall be deemed not to be a breach of fiduciary duty by the attorney-in-fact.

6.12 Disclaimer. Disclaim, in whole or in part, any interest in property, whether outright, in trust, or otherwise, so long as in the sole discretion of the attorney-in-fact such disclaimer would not be detrimental to the best interests of the principal and would be in the best interests of those interested in the estate of the principal and of those who take as a result of any such disclaimer.

6.13 Gifts. Make gifts, whether outright or in trust, to the relatives of the principal and the spouses of any such relatives, in accordance with any pattern of making gifts to such persons which the principal has established or planned to establish or in such amounts as the attorney-in-fact shall determine appropriate so long as such gifts would be in the best interests of the principal and those interested in the estate of the principal, such determination to be made in the sole discretion of the attorney-in-fact.

6.14 Non-Probate Assets. Make, amend, alter or revoke any of the principal's life insurance beneficiary designations and retirement plan beneficiary designations so long as in the sole discretion of the attorney-in-fact such action would be in the best interests of the principal and those interested in the principal's estate.

6.15 Limitations. Except as otherwise provided above, the attorney-in-fact shall not have the power to revoke or change any estate planning or testamentary documents previously executed by the principal, unless the document authorizes changes with court approval.



7. Powers-Health Care.

The principal grants to the attorney-in-fact full authority to make decisions for the principal regarding health care as provided in RCW Chapter 7.70. In exercising this authority, the attorney-in-fact shall follow the desires of the principal as stated in this document or otherwise known to the attorney-in-fact. In making any decision, the attorney-in-fact shall attempt to discuss the proposed decision with the principal to determine the principal's desires. If the attorney-in-fact cannot determine the choice the principal would want made, then that attorney-in-fact shall make a choice for the principal based upon what the attorney-in-fact believes to be in the principal's best interests. The attorney-in-fact's authority to interpret the desires of the principal is intended to be as broad as possible, except for any limitations stated below. Accordingly, the attorney-in-fact is authorized as follows:

7.1 Informed Consent. To consent, refuse, or withdraw consent to any and all types of medical care, treatment, surgical procedures, diagnostic procedures, medication, and, subject to section 8.1 below, the use of mechanical or other procedures that affect any bodily function, including (but not limited to) artificial respiration, nutritional support and hydration, and cardiopulmonary resuscitation;

7.2 Medical Records. To have access to Protected Health Information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") or other health information or medical records and information to the same extent that the principal is entitled to, including the right to disclose the contents to others or release any information subject to the provisions of HIPPA;

7.3 Residential Placement. To authorize admission to or discharge (even against medical advice) the principal from any hospital, nursing home, residential care, assisted living or similar facility or service;

7.4 Contracts. To contract on the principal's behalf for any health care related service or facility, without the attorney-in-fact incurring personal financial liability for such contracts;

7.5 Health Care Provider. To hire and fire medical, social service, and other support personnel responsible for care of the principal;

7.6 Pain Medication. To authorize any medication or procedure intended to relieve pain, even though such use may lead to physical damage, addiction, or hasten the moment of (but not intentionally cause) the principal's death;

7.7 Organ Donation. To make anatomical gifts of part or all of the principal's body for medical purposes, authorize an autopsy, and direct the disposition of bodily remains, to the extent permitted by law;

7.8 Release. To take any other action necessary to do what is authorized here, including (but not limited to) granting any waiver or release from liability required by any hospital, physician, or other health care provider; signing any documents related to refusals of treatment or the leaving of a facility against medical advice, and pursuing any legal action in the principal's name, and at the expense of the principal's estate to force compliance with the principal's wishes as determined by the attorney-in-fact, or to seek actual or punitive damages for



the failure to comply.

8. Statement of Desires, Special Provisions And Limitations.

8.1 Health Care Directive. I specifically direct the attorney-in-fact to follow any Health Care Directive, Directive to Physician, or "living will" executed by me.

8.2 Consent. The attorney-in-fact may not consent, without court approval, to any procedure referred to in RCW 11.92.043(5) that requires court approval before a guardian may consent to it.

9. Intent to Obviate 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 obviate the need for the appointment of a guardian for the person or estate of the principal. If the appointment of a guardian or limited guardian of the person or estate of the principal is sought, however, the principal nominates the then acting attorney-in-fact designated above, if any, as the principal's guardian or limited guardian, or if no one is then acting as attorney-in-fact, nominates the persons designated above as attorney-in-fact and successor attorneys-in-fact as guardian or limited guardian, in the same order of priority.

10. Accounting. The attorney-in-fact shall be required to account to any subsequently appointed guardian or personal representative for the principal.

11. Reliance. All persons dealing with the attorney-in-fact shall be entitled to rely upon this power of attorney so long as they have no actual knowledge nor actual notice of any revocation, suspension or termination of this power of attorney by death or otherwise. Any action taken pursuant to this power of attorney, unless otherwise invalid or unenforceable, shall be binding on the principal and on the principal's successors in interest.

12. 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.

13. Reliance on Photocopy Hereof. The parties shall be entitled to rely upon a photocopy of the signed original hereof, as opposed to a certified copy of the same.

14. Applicable Law. The laws of the state of Washington shall govern this power of attorney.

DATED this 13th day of November, 2004.

Marguerite M. Caulkins
MARGUERITE M. CAULKINS



