



201006170024  
Skagit County Auditor

6/17/2010 Page 1 of 16 10:08AM

**WHEN RECORDED RETURN TO:**

Carole K. Boettcher  
C/O 2310 42<sup>nd</sup> Place  
Anacortes, WA 98221

LAND TITLE OF SKAGIT COUNTY 1355952 DE

**DOCUMENT TITLE(S):**

General Durable Power of Attorney

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

**GRANTOR:**

CAROLE K. BOETTCHER, an unmarried individual, as her separate property

**GRANTEE:**

Holly Colleen Kenndey

**ABBREVIATED LEGAL DESCRIPTION:**

Lot 1, SP 99-0023; Ptn Gov. Lot 6 & NE 1/4 Of SE 1/4, 29-34-3 E W.M.

**TAX PARCEL NUMBER(S):**

340329-0-013-0009, P22896

**GENERAL DURABLE POWER OF ATTORNEY**  
**EFFECTIVE UPON DISABILITY OR INCAPACITY**

DATED: Aug. 14, 09, 2009.

I, **CAROLE KATHLEEN MALCOLM BOETTCHER**, as the undersigned Principal (hereinafter referred to as "the Principal"), domiciled and residing in the State of Washington, hereby revoke any other general durable Power of Attorney which I may have previously executed, and hereby designate the following person as Attorneys-in-Fact to act for the undersigned who may hereafter become disabled or incompetent.

1. **DESIGNATION:** **CHRISTOPHER "KIT" DEAN MALCOLM**, the son of the principal, and **HOLLY COLLEEN KENNEDY**, the daughter of the principal are designated and appointed as Attorneys-in-Fact for the Principal.

2. **POWERS:** The Attorneys-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. The Attorneys-in-Fact shall have all powers as are necessary or desirable to provide for the support, maintenance, health, emergencies, and urgent necessities of the Principal. This Power of Attorney shall not be affected by disability of the Principal. Without limiting the powers herein, the Attorneys-in-Fact shall have full power, right and authority to sell, lease, rent, exchange, mortgage and otherwise deal with any and all property, real or personal, belonging to the principal the same as if s/he were the absolute owner thereof. In addition, the Attorneys-in-Fact shall have specific powers including, but not limited to the following:

- 2.1 **Financial Accounts; Safe Deposit Box.** The Attorneys-in-Fact shall have the authority to deal with accounts maintained by or on behalf of the Principal with financial institutions as defined in RCW 30.22.040 (including, without limitation, banks, securities dealers, credit unions and savings and loan associations), which shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts, to sell or transfer stocks, bonds and other securities owned by the Principal, and to make deposits, transfers and withdrawals with respect to all such accounts and to enter any safe deposit box to which the Principal has a right of access and to deposit or remove property therefrom.
- 2.2 **United States Treasury Bonds.** The Attorneys-in-Fact shall have the authority to purchase United States Treasury Bonds which may be redeemed at par in payment of federal estate tax.



- 2.3 Stocks; Bonds. The Attorneys-in-Fact shall have the authority to sell, exchange or otherwise transfer title to stocks, bonds, or other securities owned or held by the Principal.
- 2.4 Real Property. The Attorneys-in-Fact shall have the authority to purchase, take possession of, lease, sell, convey, exchange, assign, mortgage, release or otherwise transfer or encumber real property or any interest in real property.
- 2.5 Personal Property. The Attorneys-in-Fact shall have the authority to purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and/or pledge personal property or any interest in personal property.
- 2.6 Taxes. The Attorneys-in-Fact shall have the authority to submit all federal and state income tax and gift tax returns on behalf of the Principal and to pay all such taxes as may be due, to represent the Principal during audits, appeals, and lawsuits related to any income or gift tax return filed on behalf of the Principal, and to pay any assessments for interest or penalties levied against the Principal in connection with such tax returns.
- 2.7 Transfer of Assets. The Attorneys-in-Fact shall have the authority 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 a limited casualty program for the medically needy, or for the purpose of preserving for the Principal's spouse, other relative or domestic partner, 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.
- 2.8 Moneys Due. The Attorneys-in-Fact shall have the authority to request, demand, recover, collect, endorse and receive all moneys, income, tax refunds, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due to the Principal.
- 2.9 Claims Against Principal. The Attorneys-in-Fact shall have the authority to pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, to use any of the funds or other assets of the Principal or to use funds or other assets of the Attorneys-in-Fact and to obtain reimbursement out of the funds or other assets of Principal.
- 2.10 Legal Proceedings. The Attorneys-in-Fact shall have the authority to participate in any legal action in the Principal's name 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.

- 2.11 Transfers to Trust. The Attorneys-in-Fact shall have the authority to make transfers of the Principal's property, both real and personal, to any trust created by the Principal, of which the Principal is the primary beneficiary during the Principal's lifetime. The Attorneys-in-Fact shall also have the authority to transfer assets of all kinds to the trustee of any trust which is for the sole benefit of the Principal and which does not have dispositive provisions which are different from those which would have governed the property had it not been transferred into the trust.
- 2.12 Disclaim. The Attorneys-in-Fact shall have the authority to disclaim, in whole or in part, any interest (as defined in RCW 11.86.010) in any property, whether outright, in trust, or otherwise, to which the Principal would otherwise succeed, by will, community property agreement or otherwise, so long as in the sole discretion of the Attorneys-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. The Attorneys-in-Fact shall also have the authority to decline to act or to resign if appointed or serving as an officer, director, executor, trustee, or other fiduciary.
- 2.13 Written Instruments. The Attorneys-in-Fact shall have the authority to sign, execute, deliver and acknowledge all written instruments or any other documents whatsoever which may be necessary or proper in the exercise of the powers and authority granted as fully as the Principal could do if personally present.
- 2.14 Gifts. The Attorneys-in-Fact shall have the authority to make gifts, whether outright or in trust, to relatives of the Principal and/or to the spouses of relatives of the Principal, in accordance with any pattern of making gifts to such persons which the Principal had established or planned to establish or in such amounts as the Attorneys-in-Fact shall determine appropriate so long as such gifts would be in the best interests of the Principal and in the best interests of those interested in the estate of the Principal, such determination to be made in the sole discretion of the Attorneys-in-Fact; however, such transfer shall be in accordance with the Principal's existing pattern of giving and shall not exceed the annual exclusion amount presently set by the Internal Revenue Service at \$10,000 per person. The Attorneys-in-Fact shall also 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 or on behalf of the Principal or testamentary provisions of the most current inter vivos trust executed by or on behalf of the Principal.



2.15 Community Property Agreements. The Attorneys-in-Fact shall have the authority to make, amend, 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 the Principal's spouse.

2.16 Beneficiary Designations. The Attorneys-in-Fact shall have authority to make, amend, alter, revoke or change any of the Principal's life insurance beneficiary designations, retirement plan beneficiary designations, employee benefit designations, or trust agreements or to make any gifts of such property or to exercise any power of appointment so long as, in the sole discretion of the Attorneys-in-Fact, such action would be in the best interests of the Principal and those interested in the Principal's estate.

2.17 Estate Plan. Except as otherwise provided above, the Attorneys-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.

2.18 Delegation. The Attorneys-in-Fact shall have the power to delegate, in writing, to any alternate or successor Attorneys-in-Fact named above, any authority granted under this Power of Attorney. Any such appointment of temporary Attorneys-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.

2.19 Health Care Decisions.

(A) *General Statement of Authority Granted.* The Attorneys-in-Fact shall have full power and authority to make health care decisions for the Principal to the same extent that the Principal could make such decisions for the Principal if the Principal had the capacity to do so. In exercising this authority, the Attorneys-in-Fact shall make health care decisions that are consistent with the Principal's desires as stated in this document, in the Health Care Directive executed concurrently herewith, or otherwise made known to the Attorneys-in-Fact, including, but not limited to, the following:



(I) To consent, refuse, or withdraw consent to any and all types of medical care, treatment, surgical procedures, diagnostic procedures, medication, and 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;

(ii) To authorize the admission to or discharge from (even if against medical advice) any hospital, nursing home, residential care, assisted living or similar facility or service;

(iii) To contract on behalf of the Principal for any health care-related service or facility;

(iv) To hire and fire medical, social service, and other support personnel responsible for the care of the Principal;

(v) To give the Attorneys-in-Fact first priority in visitation should the Principal be a patient in any hospital, health care facility, hospice or institution and should the Principal be unable to express a preference because of the Principal's illness or disability;

(vi) To authorize any medical or procedures intended to relieve pain, even though such use may lead to physical damage, addiction, or hasten the moment of, but not intentionally cause, the death of the Principal;

(vii) To make anatomical gifts of part or all of the Principal's body for medical purposes, authorize an autopsy, and direct the disposition of the Principal's remains, to the extent permitted by law;

(viii) To take possession of all personal property belonging to the Principal that may be recovered from or about the person of the Principal at the time the Principal's illness, disability or death; and

(ix) To take any other action necessary to do what is authorized herein, 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 relating to refusals of treatment or the leaving of a facility against medical advise, and pursuing any legal action in the name of the Principal and at the expense of the Principal's estate to force compliance with the Principal's wishes.

(B) *Inspection and Disclosure of Information Relating to the Principal's Physical and Mental Health.* Without limiting the general powers granted in this instrument, the Attorneys-in-Fact has the power and authority to do all of the



following:

(I) Request, review, and receive any information, verbal or written, regarding the Principal's physical or mental health, including, but not limited to, medical and hospital records.

(ii) Execute, on the Principal's behalf, any releases or other documents that may be required in order to obtain the above information.

(iii) Consent to the disclosure of the above information.

C. *Signing Documents, Waivers, and Releases.* Where necessary to implement the health care decisions that the Attorneys-in-Fact is authorized by this document to make, the Attorneys-in-Fact has the power and authority to exercise and execute, on the Principal's behalf, all of the following:

(I) Documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice."

(ii) Any necessary waiver or release from liability required by a hospital, health care facility or physician.

(D) *Prior Designations Revoked.* This durable power of attorney revokes any prior durable power of attorney for health care executed by the Principal.

3. **EFFECTIVENESS; DURATION:** This power of attorney shall become effective upon the disability, incompetency, incapacity, or partial incapacity of the Principal and shall survive and continue during the disability, incompetency, incapacity or partial incapacity of the Principal. Disability shall include, without limitation, the inability of the Principal to manage his property and affairs effectively or to care for himself effectively, for reasons such as mental illness, mental deficiency, or other mental incapacity, physical illness or disability, advanced age, senility, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance. Disability may be evidenced by a written statement of a qualified physician regularly attending the principal and/or by other qualified persons with knowledge of any confinement, detention or disappearance, together with the definitions in RCW 11.88.010 as now or hereafter amended or recodified. Disability, incompetence, incapacity, or partial incapacity may be evidenced by a written statement of a qualified physician regularly attending the Principal, a licensed physician under whose care the Principal is at the time of the determination, by other qualified person(s) with knowledge of any confinement, detention, or disappearance, or by a finding of a court having jurisdiction over the incapacitated Principal.



4. **SUCCESSOR ATTORNEYS-IN-FACT:** The designated successor Attorneys-in-Fact shall be entitled to act as Attorneys-in-Fact for the Principal only upon the death, disability, or incapacity of, or written resignation by, the designated prior Attorneys-in-Fact or pursuant to a written delegation of authority by the prior Attorneys-in-Fact or by revocation of the authority of the prior Attorneys-in-Fact pursuant to subparagraph 6.2(D) hereinbelow. Disability or incapacity of the Attorneys-in-Fact shall be determined by the same criteria as stated in paragraph 3 above.

5. **INTENT TO OBLIATE NEED FOR GUARDIANSHIP.** It is the Principal's intent that the power given to the Attorneys-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, however, the appointment of a guardian or limited guardian of the person or estate of the Principal is sought, the Principal nominates the then acting Attorneys-in-Fact designated above, if any, as the Principal's guardian or limited guardian, or if no one is then acting as Attorneys-in-Fact, the Principal nominates the persons designated above as Attorneys-in-Fact and successor Attorneys-in-Fact as guardian or limited guardian, in the same order of priority.

5.1 If for any reason a person other than the above-designated Attorneys-in-Fact is appointed as guardian or limited guardian of the person or estate of the Principal, they shall have the power and authority at any time to replace said person as guardian or limited guardian, unless a Court then finds good cause against his/her appointment. If a person other than the above-designated Attorneys-in-Fact is appointed guardian or limited guardian due to the temporary disability, incompetence or incapacity of the above-designated Attorneys-in-Fact, then, when he/she is competent and able to act as guardian or limited guardian of the person or estate of the Principal, he/she may do so at his/her sole discretion, and may petition the Court to discharge any then appointed guardian or limited guardian, and he/she shall be so appointed by the Court. The foregoing powers may also be exercised by the successor Attorneys-in-Fact hereinabove designated, in the above stated order of priority.

6. **DURATION, REVOCATION, TERMINATION AND SUSPENSION:**

6.1 Duration. This power of attorney becomes effective as provided in Paragraph 3 hereof and shall remain in effect, as provided in said Paragraph 3, to the extent permitted by the laws of the State of Washington, including without limitation RCW 11.94 as it currently exists or as hereafter amended or recodified, or until revoked, terminated or suspended under this Paragraph 6, notwithstanding any uncertainty as to whether the Principal is dead or alive.

6.2 Revocation, Termination and Suspension.

A. *By Principal.* This power of attorney may be revoked, terminated or suspended





by the Principal by written notice to the Attorneys-in-Fact and if the same has been recorded, then by recording the written instrument of revocation in the office of the Auditor of the county where this Durable Power of Attorney is -recorded.

*B. By Guardian.* By Appointment of Guardian. 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 as to the powers enumerated in subsections 2.1 through 2.18 of Paragraph 2 herein. The appointment of a guardian of the person empowers the guardian to revoke, suspend or terminate, with court approval, those powers concerning health care decisions as enumerated in subsection 2.19 of Paragraph 2 herein.

*C. Death of Principal.* The death of the Principal shall be deemed to revoke this power of attorney upon actual knowledge or receipt of written notice thereof by the Attorneys-in-Fact; or

*D. Termination of Marriage.* If the Principal is married to the Attorneys-in-Fact at the time of signing this document, then the subsequent divorce or legal separation of the Principal from the said Attorneys-in-Fact shall automatically revoke this Power of Attorney as to said spouse or former spouse without further notice to the Attorneys-in-Fact.

7. **ACCOUNTING:** The Attorneys-in-Fact shall keep accurate records of my financial affairs, including documentation of all transactions in which the Attorneys-in-Fact is involved. Upon request, the Attorneys-in-Fact shall be required to account for all actions taken by him/her to me when I am competent, any subsequently appointed Attorneys-in-Fact, any successor Attorneys-in-Fact acting in such capacity, any guardian of my estate or to any subsequently appointed personal representative of my estate.

8. **RELIANCE:** The designated and acting Attorneys-in-Fact and all persons dealing with the Attorneys-in-Fact shall be entitled to rely upon this Power of Attorney so long as neither the Attorneys-in-Fact, nor any person with whom he/she was dealing at the time of any act taken pursuant to this power of attorney, has actual knowledge or has received actual notice of any 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, 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.

9. **INDEMNITY:** The estate of the Principal shall hold harmless and indemnify the Attorneys-in-Fact from all liability for acts or omissions done in good faith and not in fraud of the Principal.



10. **COMPENSATION**: The Attorneys-in-Fact shall, without Court approval, be reimbursed for all costs and expenses reasonably incurred in such capacity and shall receive at least annually, without Court approval, such reasonable compensation for services performed as Attorneys-in-Fact or Guardian as is customarily charged by the Trust Department of banks in the community for like services. The Attorneys-in-Fact is further authorized and encouraged, when said Attorneys-in-Fact deems it desirable or necessary, to employ others to aid in the management of the assets of the Principal, in matters concerning the person of the Principal, the Principal's health care, or the exercise of powers pursuant to this Power of Attorney or any Power of Attorney for health care that the Principal has executed, including but not limited to, lawyers, accountants, financial advisors, physicians or other appropriate persons.

11. **LEGAL ACTION**: The Attorneys-in-Fact shall have the right to seek appropriate court orders mandating acts which the Attorneys-in-Fact deems appropriate if a third party refuses to comply with decisions made by the Attorneys-in-Fact which are authorized by this document, or enjoining acts by third parties which the Attorneys-in-Fact has not authorized. In addition, the Attorneys-in-Fact may bring legal action against any third party who fails to comply with actions which the Principal has authorized the Attorneys-in-Fact to take and may demand damages on behalf of the Principal for such noncompliance.

12. **APPLICABLE LAW**: The laws of the State of Washington shall govern this Power of Attorney. This Power of Attorney is intended to be valid in any jurisdiction in which it is presented.

13. **EXECUTION**: This power of attorney is signed on Aug. 10, '09 2009, to become effective as provided in Paragraph 3 hereof.

  
CAROLE KATHLEEN MALCOLM BOETTCHER



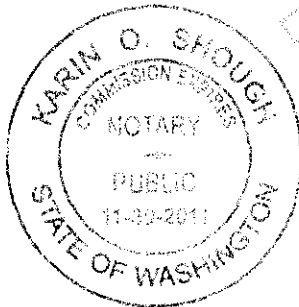
STATE OF WASHINGTON )

)ss.

COUNTY OF SKAGIT )

THIS is to certify that on the 10<sup>th</sup> day of August, 2009, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared **CAROLE KATHLEEN MALCOLM BOETTCHER**, to me known to be the principal described in and who executed the foregoing Durable Power of Attorney and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Karin O. Shough  
Printed Name: KARIN O. SHOUGH  
Notary Public of Washington  
Residing at MOUKIT VERNON  
My Commission Expires: 11-30-2011

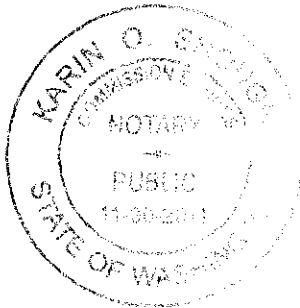


Christopher Kit Dean Malcolm  
CHRISTOPHER "KIT" DEAN MALCOLM

STATE OF WASHINGTON     )  
  )ss.  
COUNTY OF SKAGIT     )

THIS is to certify that on the 10<sup>th</sup> day of August, 2009, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared **CHRISTOPHER "KIT" DEAN MALCOLM**, to me known to be the attorney-in-fact described in and who executed the foregoing Durable Power of Attorney and acknowledged to me that ~~she~~ <sup>HIS</sup> signed the same as ~~her~~ <sup>HIS</sup> free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Karin O. Shoultz  
Printed Name: KARIN O. SHOULTZ  
Notary Public of Washington  
Residing at MOUNT VERNON  
My Commission Expires: 11-30-2011

Holly Colleen Kennedy  
**HOLLY COLLEEN KENNEDY**

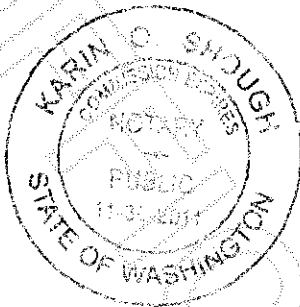
STATE OF WASHINGTON     )  
  )ss.  
COUNTY OF SKAGIT     )

THIS is to certify that on the 10<sup>th</sup> day of August, 2009, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared **HOLLY COLLEEN KENNEDY**, to me known to be the attorney-in-fact described in and who executed the foregoing Durable Power of Attorney and acknowledged to me that she



signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Karin O. Shough  
Printed Name: KARIN O. SHOUGH  
Notary Public of Washington  
Residing at MOUNT VERNON  
My Commission Expires: 11-30-2011



AFFIDAVIT RE DURABLE POWER OF ATTORNEY  
(GENERAL OR SPECIAL)

State of WASHINGTON

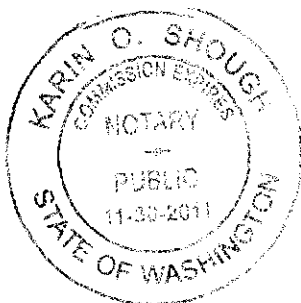
County of SKAGIT

To: WESTSIDE Branch, Skagit State Bank,  
HOLLY C. KENNEDY The undersigned, being first duly sworn on  
oath, deposes and says:

1. I am the person named to act as Attorney-in-Fact in the attached Power of Attorney.
2. The Power of Attorney has not been modified, revoked, or otherwise terminated, and I continue to have all the powers given to me as attorney-in-fact under the Power of Attorney.
3. The principal for whom I am acting under the Power of Attorney is still alive.
4. The circumstance giving rise to the Power of Attorney being effective has occurred and the steps necessary to make the Power of Attorney effective have been completed.
5. In acting under the Power of Attorney, I am acting in good faith pursuant to the authority given to me as Attorney-in-Fact.
6. Unless I notify you otherwise, the above statements shall continue to be true.

Dated: Aug 10, 20 09.  
2310 42<sup>nd</sup> Place Anacortes 360-293-2366 708-5130  
Mailing Address Home Phone # Alternate Phone #  
Carol Hatch Bremerton WA.  
Password or Mother's Maiden Name Date of Birth 3-13-68 Place of Birth Everett WA.  
Holly C. Kennedy  
Attorney-in-Fact's Signature

SUBSCRIBED AND SWORN TO before me this 10<sup>th</sup> day of August, 20 09.



Karin O. Shoup  
Notary Public in and for the  
State of WASHINGTON  
Residing at Mount Vernon  
My appointment expires: 11-30-2011



AFFIDAVIT RE DURABLE POWER OF ATTORNEY  
(GENERAL OR SPECIAL)

State of WASHINGTON

County of SKAGIT

To: WESTSIDE Branch, Skagit State Bank,  
CHRISTOPHER D. MALCOLM The undersigned, being first duly sworn on  
oath, deposes and says:

1. I am the person named to act as Attorney-in-Fact in the attached Power of Attorney.
2. The Power of Attorney has not been modified, revoked, or otherwise terminated, and I continue to have all the powers given to me as attorney-in-fact under the Power of Attorney.
3. The principal for whom I am acting under the Power of Attorney is still alive.
4. The circumstance giving rise to the Power of Attorney being effective has occurred and the steps necessary to make the Power of Attorney effective have been completed.
5. In acting under the Power of Attorney, I am acting in good faith pursuant to the authority given to me as Attorney-in-Fact.
6. Unless I notify you otherwise, the above statements shall continue to be true.

Dated: August 10, 20 09  
1637 S 3rd St. Mt. Vernon 336-3505 None  
Mailing Address Home Phone # Alternate Phone #  
Hatch 10-16-1954 MOUNT VERNON WA  
Password or Mother's Maiden Name Date of Birth Place of Birth

Christopher D. Malcolm  
Attorney-in-Fact's Signature

SUBSCRIBED AND SWORN TO before me this 10<sup>th</sup> day of August, 20 09.



Karin O. Shough  
Notary Public in and for the  
State of WASHINGTON  
Residing at MOUNT VERNON  
My appointment expires: 11-30-2011



DETERMINATION OF INCAPACITY

I, Dr. Jonathan Fish, declare: I am  
(name of physician)

a physician licensed to practice in the State of Washington.

I have examined Carole Boettcher. It is my  
(name of principal)

professional opinion that Carole Boettcher is  
(name of principal)

incapacitated and is therefore substantially unable to manage her  
(his/her)  
own financial affairs.

Dated: 8/11/09.

[Signature]  
(signature of physician)



201006170024  
Skagit County Auditor