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Skagit County Auditor

\$82.00

9/25/2017 Page

1 of

9 3:59PM

RETURN ADDRESS:

Charles L. Cobun and Susan D. Cobun
P.O. Box 997
Severna Park, MD 21146

DOCUMENT TITLE:

Power of Attorney

REFERENCE NUMBER:

A114626

GRANTOR:

SUSAN COBUN

GRANTEE:

CHARLES COBUN

TRUSTEE:

LEGAL DESCRIPTION:

Lot 16 Skyline No.7

PARCEL NUMBER:

P 54595, 3823-000-016-0001

Instrument # 909933
Bonner County, Sandpoint, Idaho
08/17/2017 11:23:34 AM No. of Pages: 8
Recorded for: NORTH IDAHO TITLE COMPANY SANDPOINT - RW
Michael W. Rosedale Fee: \$25.00
Ex-Officio Recorder Deputy rflaherty
Index to: POWER OF ATTORNEY

Power of Attorney
Cover Page N-41967

After recording return to:

DURABLE POWER OF ATTORNEY

**SUSAN D. COBUN
TO
CHARLES L. COBUN**

1. DESIGNATION. SUSAN D. COBUN (the "Principal") designates CHARLES L. COBUN as attorney-in-fact for the Principal.

2. EFFECTIVENESS; DURATION. The power of attorney shall become effective immediately, shall not be affected by the disability or incompetency of the Principal and shall continue until revoked or terminated under Section 8, notwithstanding any uncertainty as to whether the Principal is dead or alive.

3. POWERS. The attorney-in-fact shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Washington. These powers shall include, without limitation, the power and authority:

3.1 Real Property. To purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.

3.2 Personal Property. To purchase, take possession of, lease, sell, assign, transfer, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.

3.3 Financial Accounts. 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). This shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts and to make deposits, transfers, and withdrawals with respect to all such accounts.

3.4 United States Treasury Bonds. To purchase and sell United States Treasury Bonds.

3.5 Monies Due. To request, demand, recover, collect, endorse and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.

3.6 Claims Against Principal. 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 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.

3.7 Legal Proceedings. 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.

3.8 Written Instrument. To sign, seal, execute, deliver and acknowledge all written instruments and do and perform each and every act and thing whatsoever which may be necessary or proper in the exercise of the powers and authority granted to the attorney-in-fact as fully as the Principal could do if personally present.

3.9 Safe Deposit Box. To enter any safe deposit box in which the Principal has a right of access.

3.10 Transfers to Trust. To transfer assets of all kinds to the trustee of any trust which

(a) is for the sole benefit of the Principal as to the Principal's separate property; or

(b) is for the sole benefit of the Principal and the Principal's spouse as to their community property;

and which does not have dispositive provisions which are different from those which would have governed the property had it not been transferred to the trustee.

3.11 Disclaimer. To disclaim any interest, as defined in RCW 11.86.021, in any property to which the Principal would otherwise succeed.

3.12 Gifts. To make transfers for the purpose of qualifying the Principal for medical assistance or the limited casualty program for the medically needy, so long as such transfers are not prohibited under Chapter 74.09 of the Revised Code of Washington. The attorney-in-fact shall not have the power to make any other gifts of property owned by the Principal.

3.13 Powers Regarding Digital Assets.

(a) My attorney-in-fact shall have the power 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 my digital assets.

(b) My attorney-in-fact shall have 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, 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.

(c) My attorney-in-fact shall have the power to engage any professionals of his/her choice to assist in accessing, handling, distributing and disposing of my digital assets.

(d) I have prepared an inventory/memorandum with instructions concerning my digital assets and their access, handling, distribution and disposition. I direct my attorney-in-fact to follow my instructions concerning my digital assets.

3.14 Execute Documents and Incur Costs in Implementing the Above Powers. To sign, execute, deliver and acknowledge any contract or other document that may be necessary, desirable, convenient or proper in order to exercise any of the powers described in this document and to incur reasonable costs in the exercise of such powers. In addition, my attorney-in-fact shall pay all fees and costs incurred in the exercise of the powers granted in this document.

4. LIMITATIONS ON POWERS. Notwithstanding the foregoing, the attorney-in-fact shall not have the power to consent to any psychiatric or mental health procedures that are intrusive of the Principal's body integrity, physical freedom of movement, or the Principal's rights under RCW 71.05.217 with regard to involuntary commitment. Further, the attorney-in-fact shall not have authority to make, amend, alter, revoke or change any life insurance policy, employee benefit or testamentary disposition of the Principal's property or the exercise of any power of appointment. This limitation shall not affect the authority of the attorney-in-fact to disclaim an interest.

5. THIRD PARTY RELIANCE. For the purpose of inducing any individual, organization, or entity (including, but not limited to, any physician, hospital, nursing home, insurer, or other party, all of whom will be referred to in this Article as a "person") to act in accordance with

the instructions of the attorney-in-fact as authorized in this document, the Principal hereby represents, warrants and agrees that:

5.1 Reliance On Attorney-in-Fact's Authority and Representations. No person who relies in good faith upon the authority of the attorney-in-fact under this document shall incur any liability to the Principal, the Principal's estate, or the Principal's heirs, successors or assigns as a result of such reliance. In addition, no person who relies in good faith upon any representation the attorney-in-fact may make as to (a) the fact that the attorney-in-fact's powers are then in effect, (b) the scope of the attorney-in-fact's authority granted under this document, (c) the Principal's competency at the time this document is executed, (d) the fact that this document has not been revoked, or (e) the fact that the attorney-in-fact continues to serve as the attorney-in-fact shall incur any liability to the Principal, the Principal's estate, or the Principal's heirs, successors or assigns as a result of such reliance for permitting the attorney-in-fact to exercise any such authority.

5.2 No Liability For Unknown Revocation or Amendment. Notwithstanding the Principal's power to revoke this document contained in Section 8, if this document is revoked or amended for any reason, the Principal, the Principal's estate, and the Principal's heirs, successors and assigns will hold any person harmless from any loss suffered or liability incurred as a result of such person's reliance in good faith upon the apparent authority of the attorney-in-fact prior to the receipt by such person of actual notice or knowledge of such revocation or amendment.

5.3 Attorney-in-Fact May Act Alone. The powers conferred on the attorney-in-fact by this document may be exercised by the attorney-in-fact alone and the attorney-in-fact's signature or act under the authority granted in this document may be accepted by persons as fully authorized by the Principal and with the same force and effect as if the Principal were personally present, competent, and acting on the Principal's own behalf. Consequently, all acts lawfully done by the attorney-in-fact hereunder are done with the Principal's consent and shall have the same validity and effect as if the Principal were personally present and had personally exercised the powers, and shall inure to the benefit of and bind the Principal, the Principal's estate, and the Principal's heirs, successors, assigns and personal representatives.

6. RESORT TO COURTS. The Principal hereby authorizes the attorney-in-fact to seek on the Principal's behalf and at the Principal's expense:

(a) a declaratory judgment from any court of competent jurisdiction interpreting the validity of this document or any of the acts authorized by this document, but such declaratory judgment shall not be necessary in order for the attorney-in-fact to perform any act authorized by this document; or

(b) a mandatory injunction requiring compliance with the attorney-in-fact's instructions by any person obligated to comply with instructions given by the attorney-in-fact; or

(c) damages against any person obligated to comply with instructions given by the attorney-in-fact who negligently or willfully fails or refuses to follow such instructions.

7. REIMBURSEMENT OF COSTS. The attorney-in-fact shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by the attorney-in-fact on the Principal's behalf under any provision of this document and the attorney-in-fact shall be entitled to compensation for reasonably necessary services rendered hereunder, charged at the usual, standard rate(s) for the attorney-in-fact.

8. TERMINATION. This power of attorney shall be terminated by:

(a) the Principal by written notice to the attorney-in-fact and, if this power of attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the power was recorded;

(b) a Guardian of the estate of the Principal after court approval of such revocation;

(c) the death of the Principal upon actual knowledge or receipt of written notice by the attorney-in-fact; or

(d) if the Principal and attorney-in-fact shall be married to each other, then upon the filing by either of a petition, complaint or other pleading for separation, dissolution or divorce.

9. ACCOUNTING. Upon request of the Principal or the Guardian of the estate of the Principal or the personal representative of the Principal's estate, the attorney-in-fact shall account for all actions taken by the attorney-in-fact for or on behalf of the Principal.

10. NOMINATION OF GUARDIAN. The Principal nominates the attorney-in-fact as guardian of the Principal's estate if protective proceedings for the Principal's estate are ever commenced.

11. APPLICABLE LAW. The laws of the State of Washington shall govern this power of attorney.

12. PRIOR POWER OF ATTORNEY. This Power of Attorney hereby revokes all other powers of attorney that the Principal may have given.

13. SUCCESSOR ATTORNEYS-IN-FACT. If CHARLES L. COBUN is unwilling or unable to act as attorney-in-fact, the Principal designates NANCY CLEW, a/k/a NANCY ELLER, as successor attorney-in-fact. If NANCY CLEW is unwilling or unable to act as attorney-in-fact, the Principal designates KEVIN CLEW as successor attorney-in-fact. If KEVIN CLEW is unwilling or unable to act as attorney-in-fact, the Principal designates RICHARD CLEW, as successor attorney-in-fact. If RICHARD CLEW is unwilling or unable to act as attorney-in-fact, the Principal designates BRIAN CLEW as successor attorney-in-fact. A successor attorney-in-fact shall have all rights, duties and discretion granted to CHARLES L. COBUN as attorney-in-fact.

DATED this 1st day of June, 2016.

Susan D Cobun
SUSAN D. COBUN

STATE OF WASHINGTON)

) ss.

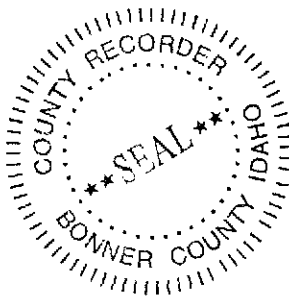
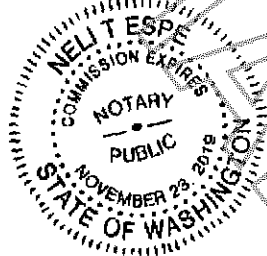
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that SUSAN D. COBUN signed this DURABLE POWER OF ATTORNEY and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 1st day of June, 2016.



NELI T. ESPE, Notary Public
State of Washington, residing at Anacortes
My Appointment expires: Nov. 23, 2019

**STATE OF IDAHO**

County of Bonner

I, Michael W. Rosedale, County Recorder in and for the county and state aforesaid, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof recorded in my office by instrument number 909933.
Witness my hand and seal,

The 28TH day of Aug, 2017.

BONNER COUNTY RECORDER

By Cynthia Brannon Deputy