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Robert and Susan Cole  
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Order No. 204300-LT

**Recording Cover Page**

<b>Document Title(s) (for transactions contained therein):</b> Durable Power of Attorney of Susan H. Cole
<b>Reference Number(s) of Documents assigned or released:</b> (on page __ of documents(s))
<b>Grantor(s)</b> Susan R. Cole <b>Additional Names on page</b> of document.
<b>Grantee(s)</b> Robert R. Cole <b>Additional Names on page</b> of document.
<b>Legal Description (abbreviated i.e. lot, block, plat or section, township, range)</b> Trs. C & D, ptn Tr. B, SP 27-76 AF #838769 (ptn SW 1/4 NE 1/4, 32-34-4 E W.M.) <b>Additional legal is on page</b> of document.
<b>Assessor's Property Tax Parcel/Account Number</b> 340432-0-053-0301/P29409 & 340432-0-053-0202/P29408
<b>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.</b>

**DURABLE POWER OF ATTORNEY**  
**OF**  
**SUSAN H. COLE**

THE UNDERSIGNED INDIVIDUAL, domiciled and residing in the State of Washington, as authorized by RCW 11.94.010, designates the following-named person as attorney in fact to act for the undersigned as the principal.

1. Designation. ROBERT R. COLE, husband of the principal, is designated as attorney in fact for the principal. If for any reason he is unable or unwilling to so act, then DOUGLAS R. COLE, son of the principal, is designated as alternate attorney in fact for the principal with the same authority, rights and privileges as the primary attorney in fact, provided such authority shall exist and become effective only upon the death of the primary attorney in fact, the written declination of authority by the primary attorney in fact, or the certification by his or her physician as to such person's inability to continue to serve as primary attorney in fact.

2. General 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. The attorney in fact shall have the authority to sell, pledge, transfer, assign, commit or otherwise dispose of any and all assets of the principal including bank accounts, stocks, bonds, savings certificates, certificates of deposit, treasury bills and real property, and the right to enter safe deposit boxes and to remove any contents therein, and the right to open, close, make deposits and withdrawals and otherwise manage any and all accounts in financial institutions and brokerages. Said powers also include the ability to mortgage, transfer in trust or otherwise, encumber or hypothecate real or personal property of any nature. The attorney in fact shall specifically have the power and authority to alter, amend or revoke community property agreements; to make gifts of property owned by the principal; to make transfers of the property to any trust, whether or not created by the principal, in the event that the trust benefits the principal and does not have dispositive provisions which are different from those which would have governed the property had it not been transferred to the trust; to execute assignments of assets pursuant to R.C.W. Chapter 74.09; and to disclaim property if such appears appropriate to the attorney in fact. The attorney in fact shall not have the power to revoke or change any estate planning or testamentary documents previously executed by the principal except as provided above. The attorney in fact shall incur no personal liability for acts done as attorney in fact pursuant to the power and on behalf of the principal.

3. Powers Re: Governments. The attorney-in-fact shall have all powers that the principal may personally have in relation to governmental entities, including, but not limited to: the power to sign all federal tax returns and handle all federal tax matters on the principal's behalf; to represent the principal and sign all documents relating to Social Security, governmental support and/or payments and arrangements for payments for the principal's medical care and needs; and to receive confidential information relating to any and all governmental matters.

4. Gifts to Qualify for Assistance. The attorney in fact may make transfers of the principal's property, including but not limited to gifts to the principal's relatives, (in the same proportions as in the estate plan of the principal) for the purpose of qualifying the principal for government medical assistance, or avoiding reimbursement for such from the principal's estate, to the full extent provided by law should there be a need for medical or nursing home care. Any transfers made pursuant to this paragraph shall not be deemed to be a breach of fiduciary duty by the attorney in fact. This paragraph shall not be construed to prohibit transfers which would cause there to be a waiting period or disqualification, if in the judgment of the attorney in fact, incurring the waiting period or disqualification is in the long run in the best interest of the principal and the principal's estate.

5. Health Care Decisions. In the event the principal becomes incapable of giving informed consent to health care decisions, the attorney in fact is granted full power and authority to make health care decisions for the principal, including the right to consent, refuse consent, or withdraw consent to any care, treatment, service, or procedure to maintain, diagnose or treat a physical or mental condition, and to receive and to consent to the release of medical information.

6. Purposes. The attorney in fact shall have all powers as are necessary or desirable to provide for the support, maintenance, health, emergencies, and urgent necessities of the disabled or incompetent principal. The attorney-in-fact shall have the power to employ and discharge persons, including care givers, health care personnel, brokers, and investment advisors as the attorney-in-fact deems appropriate; to pay from the assets of the principal reasonable and necessary fees and costs incurred in carrying out the powers and duties under this document, including reasonable compensation and reimbursement to the attorney-in-fact; to enter into any agreement for the care of the principal; and to sign, seal, execute, deliver and acknowledge such documents in writing of whatever kind and nature as may be proper in accordance with the powers granted herein.

