

WHEN RECORDED RETURN TO:

Mildred Boucher
6444 NE Going Street
Portland, OR 97218

DOCUMENT TITLE(S):

General Durable Power of Attorney of Mildred J. Boucher

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

Mildred J. Boucher

GRANTEE:


Nancy Boucher Elwood

ABBREVIATED LEGAL DESCRIPTION:

Ptn Lot 5, Lots 6-14 Blk 6, Lots 13-14, Ptn. Lots 2-7 Blk 7 Cook Townsite A/33 & Ptn SEC 27, T3N R9E, W.M.

Full Legal Description on Page 6

TAX PARCEL NUMBER(S):

03-09-34-2-1-0200-00 

RECORDED AT THE REQUEST OF:

Anthony H. Connors

AFTER RECORDING, RETURN TO:

Law Office of Anthony H. Connors
Post Office Box 1116
White Salmon, WA 98672
Phone: 509/493-2921

GENERAL DURABLE POWER OF ATTORNEY OF MILDRED J. BOUCHER
Effective Only Upon Incapacity or Disability

I, MILDRED J. BOUCHER (hereinafter called "Principal"), domiciled and residing in the State of Washington, designate my husband, VICTOR B. BOUCHER, as my Attorney-in-Fact, if I later become incapacitated or disabled.

If VICTOR B. BOUCHER is unwilling or unable to serve as Attorney-in-Fact, then I hereby appoint my daughter, NANCY BOUCHER ELWOOD, to serve as the First Alternate Attorney-in-Fact.

The appointment of the Attorney-in-Fact is made pursuant to RCW 11.94.010, as now or hereafter amended.

1. REVOCATION OF PREVIOUS POWERS OF ATTORNEY

The Principal hereby revokes any and all Powers of Attorney which have been previously executed by her and declares that this General Durable Power of Attorney shall supersede any previous Powers of Attorney. This document known as "General Durable Power of Attorney of Mildred J. Boucher," once in effect shall remain in full force and effect until revoked or terminated.

2. EFFECTIVENESS

This power of attorney shall become effective only upon the incapacity or disability of the principal and shall continue in full force and effect throughout any disability or incapacity of the principal. Disability shall include the inability to manage property and affairs effectively for reasons such as: mental illness, dementia, mental deficiency, physical illness or disability, chronic use of drugs or chronic intoxication. In the event of the Principal's confinement, detention by a foreign power, kidnapping or disappearance, this

Power of Attorney shall remain in full force and effect.

In order for this document to become effective due to incapacity or disability, a written statement of the Principal's attending physician stating the condition of the Principal and the need for an Attorney-in-Fact must accompany this document.

In the event of any confinement, detention or disappearance of the Principal, other qualified persons with knowledge of such an event may furnish a written, notarized statement, attach it to this document, and activate this Power of Attorney.

3. DESIGNATION OF ALTERNATE ATTORNEY-IN-FACT

The Principal hereby grants the Attorney-in-Fact full power and authority as though he or she were the absolute owner of the Principal's assets and liabilities, and to perform any and all acts in the name of the Principal, as fully as the Principal could perform if the Principal were personally present.

If any Attorney-in-Fact designated by this document is unable or unwilling to act, then such declination may be made in writing. If the Attorney-in-Fact is unable or unwilling to act in the capacity of Attorney-in-Fact and the designated Attorney-in-Fact is unwilling to sign a written declination, then any person with personal knowledge that the designated Attorney-in-Fact is unwilling or unable to act may furnish a written, notarized statement to that effect. Such a written statement shall then make the next alternate Attorney-in-Fact the Attorney-in-Fact. The original of any written statement shall be attached to the original of this Power of Attorney.

4. NOMINATION OF GUARDIAN

The Principal, MILDRED J. BOUCHER, nominates VICTOR B. BOUCHER as Guardian of her Estate and Person for consideration by the Court if guardianship proceedings for her Estate or Person are later commenced.

If VICTOR B. BOUCHER is unwilling or unable to serve, or if the Court refuses to appoint VICTOR B. BOUCHER as the Guardian, the Principal nominates NANCY BOUCHER ELWOOD to serve as Guardian of her Person and Estate.

The Principal has executed this document as an alternative to guardianship.

5. AUTHORITY AND POWER OF ATTORNEY-IN-FACT

The Attorney-in-Fact, as fiduciary, shall act in the best interests of the Principal and

shall have authority over the assets of the Principal, whether they are located in the State of Washington, or any other State. These powers shall include:

(a) Selling or otherwise disposing of the Principal's separate or community property interest. The Attorney-in-Fact shall have the specific authority to make, alter or revoke life insurance Beneficiary designations; change or assign ownership of any life insurance policies; cash in any life insurance policies owned by the Principal; change the Beneficiary for any retirement account; or cash in any retirement account. The Attorney-in-Fact is also authorized to make transfers of property to any Trust established for the benefit of the Principal or her spouse and to enter into or revoke Community Property Agreements;

(b) Signing the name of the Principal to any real property instruments, including deeds, conveyances, mortgages, leases or other documents which are necessary to carry out the business or personal affairs of the Principal;

(c) Opening and closing bank accounts and other financial instruments, making deposits to and withdrawals from bank accounts, and investing and reinvesting funds. This power shall include but is not limited to investments in stocks, bonds and government securities, and withdrawing, transferring or cashing in any and all financial or investment accounts. The Attorney-in-Fact shall have the power to borrow on behalf of the Principal and to endorse and/or cash any and all checks issued by the United States Treasury and/or United States Government, and sign forms and receive checks from the Department of Veterans Affairs;

(d) Having access to the Principal's safe deposit box;

(e) Signing tax returns on behalf of the Principal and representing or obtaining representation of the Principal at a tax audit;

(f) Borrowing funds for the benefit of the Principal which may be desirable if the other alternative would be to sell a highly appreciated asset during the life of the Principal, thus forfeiting the stepped-up basis at death;

(g) Forgiving or collecting debts owed to the Principal;

(h) Redirecting (forwarding) the Principal's mail;

(i) Continuing or canceling the credit cards of the Principal;

(j) Appealing Medicare denials: The Principal hereby specifically authorizes the Attorney-in-Fact to act on the Principal's behalf to take any action or actions necessary to pursue and appeal any denials of Medicare coverage which have been issued by any health care facility or institution regarding the Principal's eligibility for Medicare benefits;

(k) Disclaiming any interest to which the Principal may be entitled, so long as such disclaimer would not adversely affect the quality of care received by the Principal;

(l) This Power of Attorney shall not provide the authority for the Attorney-in-Fact to override personal and health care decision making by the Principal, so long as she has the capacity to make such decisions in her own behalf. In case the Principal is incapacitated the Attorney-in-Fact shall have the power to do the following:

(i) Arrange for suitable hospital and/or residential care, including placement decisions; every effort is to be made to keep the Principal in her own home and to provide the necessary care in this setting;

(ii) Make determinations regarding the appropriate health care for the Principal, including but not limited to dealing with attending physicians and determining, in the judgment of the Attorney-in-Fact, which course of treatment is necessary or desirable. The Attorney-in-Fact shall have the authority to hire and discharge physicians who are treating the Principal, to enforce the decisions made by the Principal under the Patient Self-Determination Act; and to enforce any Health Care Directives previously signed by the Principal;

(iii) Review and/or order the medical records of the Principal;

(iv) It is the desire of the Principal to receive the best possible care in the least restrictive setting. If the Principal is incapacitated or disabled, it is the direction of the Principal that the Attorney-in-Fact explore the various care options available to the Principal. If at all possible and practicable, the Principal prefers to remain at home, with in-home assistance. If it is not possible or practicable for the Principal to remain at home, then the next level of care to be explored is to be adult family home care and/or assisted living. Nursing home care is to be viewed as a last choice, to be implemented only after in-home care and adult family home care are explored and

found not to be reasonably feasible.

6. POWERS NOT SPECIFICALLY ENUMERATED

The Attorney-in-Fact shall also have all powers which may be necessary or desirable to provide for the support or maintenance of the Principal, even if these powers are not specifically set forth in this document.

7. DURATION

This Durable Power of Attorney becomes effective only upon incapacity or disability and shall remain in effect to the extent permitted by Washington State Law or until revoked or terminated, even if it is not certain whether the Principal is alive. If there is any doubt as to whether the Principal is alive, this document shall remain in full force and effect until conclusive proof is obtained, or legal proceedings declare the Principal deceased.

8. REVOCATION

This Durable Power of Attorney may be revoked, suspended or terminated in the following way:

- (a) If the Principal gives written notice to any acting Attorney-in-Fact; and, if this power of attorney has been recorded in Skamania County,
- (b) By recording the written notice of revocation in the Office of Auditor of Skamania County, Washington.

9. TERMINATION OF THIS DOCUMENT

(a) This Power of Attorney shall not be revoked by any subsequent guardianship action, unless specifically set forth in the Court's Order. It is the intention of the Principal that the powers granted herein shall eliminate the need for the appointment of a Guardian of the Person and/or Estate of the Principal.

(b) The death of Principal shall revoke this Power of Attorney, unless there is any question regarding whether the Principal is alive, in which case the provisions of Section 7 above shall apply.

10. ACCOUNTING BY ATTORNEY-IN-FACT

The Attorney-in-Fact, appointed by this document shall keep records of expenditures and shall account to any later-appointed Personal Representative.

11. RELIANCE

All persons dealing with the Attorney-in-Fact because of this document shall be entitled to rely upon this Power of Attorney, so long as neither the Attorney-in-Fact, nor any person with whom the Attorney-in-Fact was dealing, had received actual knowledge or notice of any revocation, suspension or termination of this document. Any action taken in good faith by all parties shall be binding on the heirs and Personal Representative(s) of the Principal.

12. INDEMNITY

The Attorney-in-Fact shall not have any personal liability for any acts done by virtue of this Power of Attorney, so long as the acts are done in good faith. The Estate of the Principal shall defend, hold harmless and indemnify the Attorney-in-Fact from all liability for acts done in good faith and not in fraud of the Principal.

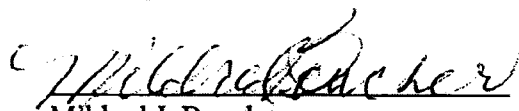
13. APPLICABLE LAW

The laws of the State of Washington shall govern this Power of Attorney. Although this Power of Attorney is signed in the State of Washington, it is the intention of the Principal that this document be valid in all states and territories of the United States. If any provision in this document is held invalid or inconsistent with the laws of the state where the Principal is located, then the inconsistent or invalid part shall be deleted and disregarded, and the remaining parts shall not be affected.

14. EXECUTION AND DATE OF SIGNING

This Power of Attorney is signed in original the day and year indicated below and is to become effective as provided in Section 2 above.

DATED this 15 day of September, 2007.

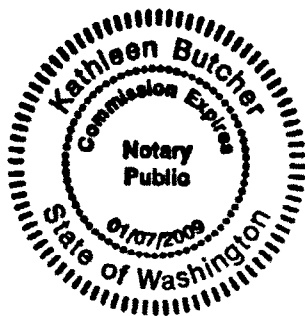

Mildred J. Boucher

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that MILDRED J. BOUCHER is the

person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 15th day of SEPTEMBER, 2007.



Kathleen A. Butcher
 Name: Kathleen A. Butcher
 Notary Public in and for the State of
 Washington; Residing at: Skamania Co, WA
 My Commission Expires: 01/07/2009

EXHIBIT "A"

A tract of land located in the Southeast Quarter of Section 27 and the Northeast Quarter of Section 34, Township 3 North; Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

All that real property described in Deed filed in Book 118, Page 21, Skamania County:

Parcel 1: The easterly 8.6 feet of Lot 5, and all of Lots 6 through 14 of Block 6, of the TOWNSITE OF COOKS.

Parcel 2: All of Block 7, TOWNSITE OF COOKS, excepting the following: Lot 1; that portion of Lots 2 through 8 lying southerly of a line 85 feet distant from and parallel with the south line of the said Block 7, and Lots 9 through 12 of said Block 7.

Parcel 3: A tract of land located in the SW quarter of the SE quarter of Section 27, Township 3 North, Range 9 East., W.M., more particularly described as follows: Beginning at a point on the south line of the said Sec. 27 W 243 feet from the SE corner of the SW quarter of the SE quarter of the said Sec. 27; thence N 23 deg. 08 min. W 44 ft.; thence N 28 deg. E 209 ft. to intersection with the Taylor & Graves Rd.; thence westerly following said road 471 ft. to a point parallel and in line with the east line of the parkway bordering on the west side of the former school district grounds; thence S 23 deg., 08 min. E 80 ft. to the S line of the said Sec. 27, said point being the northwest corner of the said school district grounds; thence E 207 ft. more or less to POB.

Parcel 4: A tract of land located in the Southwest Quarter of the Southeast Quarter of Section 27, Township 3 North, Range 9 E., W.M., Skamania County, Washington, more particularly described as follows: Beginning on the section line between Sections 27 and 34, Township 3 N, Range 9 E., W.M., said point being the southeast corner of Lot 15 of Block 6 of the TOWNSITE OF COOKS according to the official plat thereof, and 539.3 ft., more or less, N 88 deg. 44 min. W of the Southeast corner of the Southwest Quarter of the Southeast Quarter of the said Section 27; thence South 88 deg. 44 min. E 78.8 ft., more or less, along the South line of the said Section 27 to the northwest corner of Lot 14 of Block 7 of the TOWNSITE OF COOKS aforesaid; thence North 23 deg. 08 min. West 32.6 ft.; thence South 66 deg. 52 min. West 73.6 ft., more or less, to the point of beginning.

TOGETHER WITH all water rights and personal property attendant thereto.

AND ALSO:

The West 31.7 feet of that area in Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 7, Townsite of Cooks South of a line 85 feet North of and parallel to the South lines of said Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 7, Townsite of Cooks.

AND ALSO:

That area in Lot 1 of Block 7, Townsite of Cooks North of a line 85 feet North of and parallel to the South lines of said Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 7, Townsite of Cooks.

LESS:

All that area in Lots 2,3,4,5,6 & 7, Block 7, Townsite of Cooks North of a line 85 feet North and parallel to the South lines of said Lots 2,3,4,5,6 & 7, Block 7, Townsite of Cooks, laying East of a line that is parallel and East of the West line of said Lot 1, a distance of 27.3 feet.

LESS:

All that area in Lot 13, Block 7, Townsite of Cooks laying East of a line that is parallel and East of the West line of said Lot 13, a distance of 27.3 feet.

LESS:

A tract of land located in the Southwest quarter of the Southeast quarter of Section 27, Township 3 North, Range 9 East, W.M., more particularly described as follows: Beginning at a point on the south line of the said Section 27 which is West, 243 feet from the Southeast corner of the Southwest quarter of the Southeast quarter of the said Section 27; thence N 23° 08' 00" W, a distance of 44 feet; thence Southwesterly a distance of 110 feet, more or less to the Easternmost corner of Lot 14, Block 7, Townsite of Cooks; thence East along the North line of the Plat of Cooks, 120.6 feet to the Point of Beginning.