

Return Address:

**Lisa Burcroff
1905 Tundra Loop
Mount Vernon, WA 98273**



201005270088

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Document Title(s) (for transactions contained therein):

1. Durable Power of Attorney

GUARDIAN NORTHWEST TITLE CO.

2.

3.

4.

99542-3

**Reference Number(s) of Documents assigned or released:
(on page of documents(s))**

Grantor(s)

1. Eric B. Burcroff

2.

3.

4.

Additional Names on page of document.

Grantee(s)

1. Lisa Marie Jorgensen now known as Lisa Burcroff

2.

3.

4.

Additional Names on page of document.

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)

**Lot 35, "PLAT OF TRUMPETER MEADOWS", as per plat recorded on October 12, 2005,
under Auditor's File No. 200510120048, records of Skagit County, Washington.**

Additional legal is on page of document.

Assessor's Property Tax Parcel/Account Number

P123497, 4872-000-035-0000

**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.**

DURABLE POWER OF ATTORNEY

I, Eric B. Burcroff, appoint Lisa Marie Jorgensen as my Agent and attorney-in-fact ("my Agent"). My Agent shall have the power and authority to:

1. **SUPPORT.** Make expenditures for my health, education, support, maintenance, and general welfare and any members of my immediate family who are or become dependent upon me for support.

2. **MANAGING AND DISPOSING OF ASSETS.** Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of any of my personal property or real property, wherever situated, in any manner and on any terms my Agent deems proper; *provided that*, no compensation may be paid to my agent in connection with any transfer of real property which would require my agent to be licensed under Chapter 696 of Oregon Revised Statutes.

3. **CHECKS AND NOTES.** Receive, endorse, sign, sell, discount, deliver, and deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the state of Oregon or any other state or governmental entity.

4. **FINANCIAL INSTITUTIONS.** Enter into any transaction with and contract for any services rendered by a financial institution, including continuing, modifying, or terminating existing accounts; opening new accounts; drawing, endorsing, or depositing checks, drafts, and other negotiable instruments; acquiring and transferring certificates of deposit; withdrawing funds deposited in my name alone or in my name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks, commercial banks, savings and loan associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.

5. **INVESTMENTS AND SECURITIES TRANSACTIONS.** Invest and reinvest in common or preferred stocks, bonds, mutual funds, common trust funds, money market accounts, secured and unsecured obligations, mortgages, and other real or personal property; engage in investment transactions (including transactions involving margin accounts) with any financial institution; and hold my securities in the name of my Agent's nominee or in unregistered form.

6. **INSURANCE AND ANNUITY CONTRACTS.** Purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, and collect or select payment options under any insurance or annuity contract. This power shall extend to any insurance I own on the life of my Agent. Any receipt, release, or other instrument executed by my Agent in connection with any insurance or annuity contract shall be binding and conclusive upon all.



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7. **BUSINESS INTERESTS.** Continue, participate in, sell, reorganize, or liquidate any business or other enterprise owned by me, either alone or with any other person or persons.

8. **VOTING.** Appear and vote for me in person or by proxy at any corporate or other meeting.

9. **FLOWER BONDS.** Purchase U.S. Treasury bonds redeemable at par in payment of federal estate tax, and borrow funds and pledge the bonds as collateral to make the purchase.

10. **RETIREMENT PLANS.** Establish, modify, contribute to, select or change payment options under, make elections under, receive payments from, make rollovers to, and take any other steps I might take with respect to IRA accounts and qualified retirement plans of all types.

11. **CREDIT CARDS.** Cancel or continue my credit cards and charge accounts, use my credit cards to make purchases, and sign charge slips on my behalf.

12. **COLLECTIONS.** Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.

13. **DEBTS.** Pay my debts and other obligations.

14. **LITIGATION.** Sue upon, defend, compromise, or submit to arbitration any controversies in which I may be interested; and act in my name in connection with any complaint, proceeding, or suit.

15. **BORROWING.** Borrow in any manner and on any terms my Agent considers to be in my best interests and give security for repayment.

16. **LENDING.** Lend funds to any person, provided that the loan is adequately secured and bears a reasonable rate of interest.

17. **TAXES AND ASSESSMENTS.** Do the following with respect taxes due or claimed by any taxing authority: 1) to inspect any tax return or information return; 2) to represent me, or to appoint a recognized representative to represent me, in connection with any individual income tax (IRS form 1040), gift tax (IRS Form 709) or any other tax matters, for the tax years 2000 through 2050; 3) to prepare, sign, and file federal, state, and/or local, income, gift, and other tax returns of all kinds; 4) to negotiate checks payable for tax refunds, and 5) to prepare, sign and file any power of attorney form (including form 2848) appointing my agent or any suitable person selected by my agent as my representative before the Internal Revenue Service, state, or local taxing authority.

18. **SAFE DEPOSIT BOX.** Have access to and make deposits to or withdrawals from any safe deposit box rented in my name alone or in my name and the name of any other person or persons.



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19. **MAIL.** Redirect my mail.
20. **CUSTODY OF DOCUMENTS.** Take custody of important documents, including any will, trust agreements, deeds, life insurance policies, and contracts.
21. **FIDUCIARY POSITIONS.** Resign from or renounce on my behalf fiduciary positions, including personal representative, trustee, conservator, guardian, attorney-in-fact, and officer or director of a corporation; and discharge me from further responsibility by filing accountings with a court or settling by formal or informal methods.
22. **DISCLAIMER.** Disclaim any property, interest in property, or power to which I may be entitled; and take all steps required to make the disclaimer effective under state and federal laws, including Section 2518 of the Internal Revenue Code or any successor statute. In deciding whether to disclaim, my Agent shall consider the effect of disclaimer on taxes that may be payable, on qualification for government benefits, and on my existing estate plan.
23. **ELECTIVE SHARE RIGHTS.** Exercise any right to claim an elective share in any estate or under any Will.
24. **GOVERNMENT BENEFITS.** Perform any act necessary or desirable in order to qualify me for all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits.
25. **PAYMENT FOR CARE MANAGEMENT.** I consider the task of managing care and overseeing care/service providers to be very important to my quality of life and direct that such services be compensated at the then current market value (now \$25 to \$65 per hour). Should any agent, family member or friend personally undertake to arrange for and manage my care during any illness which I may suffer, whether that care is provided in a home or in a medical or nursing institution, I authorize compensation to that personal care manager at the then current market rate for the services provided.
26. **PAYMENT FOR CARE OR ASSISTANCE IN HOME.** I wish to remain in my own home, despite any worsening medical condition. Should I need assistance with day-to-day tasks or direct care, I authorize my agent to use my income and savings to pay for home services or care, whether provided by family members, friends or others in the business of providing such services. Should any agent, family member or any other friend provide care or services for me in my, her or his home when I am in need of help, then my agent shall pay reasonable compensation to that person.
- The type of services which I understand can keep me in my home despite a deteriorating medical condition include: home and yard maintenance, house cleaning, laundry, shopping, food preparation, security services, telephone call-in service, in-home personal care (such as bathing or medication management), taxi/transportation service, companion care and nursing care. These services all have value to me, although I understand that certain services would cost more on the open market. I direct my agent to arrange for reasonable compensation to any person, including the agent, who provides these services to help me stay in my home.



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27. PERFORM OTHER ACTS TO CARRY OUT THE POWERS GRANTED.

Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted to my Agent under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed by my Agent pursuant to this power of attorney.

28. DUTY TO ACCOUNT. Within thirty days after any agent begins to act under

this agency document, such agent shall notify me of that fact. In addition, such agent shall account for his or her agency by providing a statement of account showing all receipts, disbursements, and asset changes or investment transactions since the prior statement of account and an inventory of my then-current assets known to the agent. The accounting shall be made at least once a year, and a copy shall be sent to me and my other children. The statement of account shall be deemed to have been furnished to the person entitled thereto when it has been placed in the U.S. Mail addressed to that person at his or her last-known address, even if that person is under a legal disability. Copies of documents evidencing ownership of assets and a copy of my most recent personal income tax returns shall be attached to the accounting.

29. REIMBURSEMENT OF EXPENSES. I authorize my Agent hereunder to

reimburse herself or himself for all travel, lodging and other out-of-pocket expenses incurred in the administration of my financial affairs.

30. CONSENT TO DISCLOSURE. By accepting his or her appointment

hereunder, my attorney in fact consents to the disclosure by any lawyer who is engaged to assist him or her in matters relating to this durable power of attorney, to me, to my children and to the court, of any act or omission that might constitute a breach of fiduciary duties, including information obtained through disclosures made to the lawyer by my attorney-in-fact.

31. THIRD PARTY RELIANCE. Third parties who rely in good faith on the

authority of my Agent under this power of attorney shall not be liable to me, to my estate, or to my heirs, successors, or assigns. Third parties without actual notice of revocation may conclusively rely on the continued validity of this power of attorney. If requested, my Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has not been revoked, (3) my Agent continues to serve as attorney-in-fact under the power of attorney, and (4) my Agent is acting within the scope of authority granted under the power of attorney. My Agent may sue or pursue other action against any third party who refuses to honor this power of attorney after such an affidavit or certificate has been provided.

32. DURABILITY. The powers granted to my Agent under this power of attorney

shall continue to be exercisable even though I have become disabled or incompetent.

33. NOMINATION OF GUARDIAN AND CONSERVATOR. To the extent

permitted by state law, I nominate my Agent hereunder to act as my guardian and conservator should either be needed.

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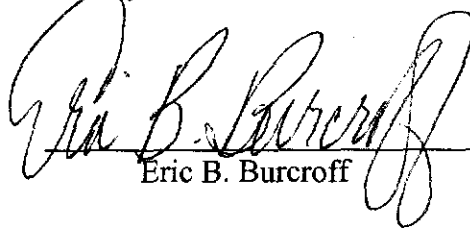
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34. **GOVERNING LAW.** The validity and construction of this power of attorney shall be determined under Oregon law.

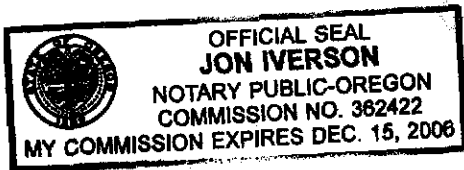
35. **EFFECTIVENESS.** This power of attorney shall be effective from the time of execution and shall survive my incapacity.

June 19, 2006.


Eric B. Burcroff

STATE OF OREGON)
)
County of Jackson) ss.

On June 19, 2006, before me personally appeared Eric B. Burcroff and acknowledged to me that he executed this power of attorney freely and voluntarily.




Notary Public for Oregon



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