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**WHEN RECORDED RETURN TO:**

Land Title & Escrow Company  
3010 Commercial Avenue  
Anacortes, WA 98221

Skagit County Auditor

\$83.00

5/10/2016 Page

1 of

11

3:25PM

**DOCUMENT TITLE(S):**

Durable Power of Attorney

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

N/A

**GRANTOR:**

Mary Lou Grafton

**GRANTEE:**

Virginia L. Becker

**ABBREVIATED LEGAL DESCRIPTION:**

Lots 12 & 13, Sunset West

**TAX PARCEL NUMBER(S):**

P69931/4028-000-012-0006

Land Title and Escrow

#154698-  
JAZ

## **DURABLE POWER OF ATTORNEY**

THE UNDERSIGNED ("Principal"), domiciled and residing in the state of Washington, as authorized by RCW 11.94, designates the following named person as attorney in fact to act for the undersigned as the Principal, who may hereafter become disabled or incompetent.

1. **DESIGNATION.** PETER E. GRAFTON and MARY LOU GRAFTON, the Principals, each designate the other spouse, if living, able and willing to serve, as attorney in fact for the disabled or incompetent spouse. If the other spouse is deceased or is unable or unwilling to act, then VIRGINIA L. BECKER is designated as attorney in fact, to act for PETER E. GRAFTON and MARY LOU GRAFTON, the Principals.

2. **EFFECTIVENESS-DURATION.** This power of attorney shall not become effective until written evidence of incompetency or of the determination of disability is made by the Principal's attending physician. Once the attorney in fact or the alternate attorney in fact agrees to act as attorney in fact, this power of attorney shall continue until revoked or terminated under paragraph 5, notwithstanding any uncertainty as to whether the Principal is dead or alive. Disability shall include the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance.

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 specified below:

- a. **Real Property.** The attorney in fact shall have authority to purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.
- b. **Personal Property.** The attorney in fact shall have authority to purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.
- c. **Financial Accounts.** The attorney in fact shall have the authority 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, and to buy, sell, endorse, and trade any and all stocks, bonds, mutual funds or other securities, on behalf of the Principal.
- d. **United States Treasury Bonds.** The attorney in fact shall have the authority to purchase United States Treasury Bonds, which may be redeemed at par in payment of federal estate tax.
- e. **Monies Due.** The attorney in fact shall have authority to request, demand, recover, collect, endorse and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.
- f. **Claims Against Principal.** The attorney in fact shall have authority 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.

- UNO
- g. **Legal Proceedings.** The attorney in fact shall have authority to participate in any legal action in the name of the Principal or otherwise. This shall include (1) actions for attachment, execution, eviction, foreclosure, indemnity and any other proceeding for equitable or injunctive relief and (2) legal proceedings in connection with the authority granted in this instrument.
- h. **Written Instruments.** The attorney in fact shall have the power and authority 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.
- i. **Safe Deposit Box.** The attorney in fact shall have the authority to enter any safe deposit box in which the Principal has a right of access.
- j. **Transfers to Trust.** The attorney in fact shall 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 terminates at the Principal's death with the property distributable to the personal representative of the Principal's estate. The attorney in fact may establish a living trust for the benefit of the Principal and/or the Principal's spouse and transfer to that trustee named in any living trust any or all assets owned by the Principal wheresoever located, provided that said living trust distributes any and all property owned by the Principal in a manner consistent with other existing estate planning documents, including Wills and Community Property Agreements.
- k. **Disclaimer.** The attorney in fact shall have the authority to disclaim any interest, as defined in state or Federal law, in any property to which the Principal would otherwise succeed, and to decline to act or resign if appointed or serving as an officer, director, executor, trustee or other fiduciary.
- l. **Health Care Decisions.** If the Principal's attending physician determines that the Principal is not competent

as defined by applicable law, the attorney in fact shall have the authority to make health care decisions for the Principal and to provide informed consent to health care on behalf of the Principal as provided in Washington law.

- m. **Internal Revenue Service.** The attorney in fact shall be authorized to sign on the principal's behalf any and all federal income tax returns, or other federal Internal Revenue Service form, and further authorizes the attorney in fact to receive, endorse and cash any and all refund checks issued by the Internal Revenue Service.

4. **LIMITATIONS ON POWERS.** Except for the authority specifically stated in Article 3, 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 to make any gifts of such property or to exercise any power of appointment.

5. **TERMINATION.** This power of attorney may 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; or (c) the death of the Principal upon actual knowledge or receipt of written notice by the attorney in fact.

6. **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.

7. **RELIANCE.** Any person acting without negligence and in good faith in reasonable reliance on this power of attorney shall not incur any liability thereby. Any action so taken, unless

otherwise invalid or unenforceable, shall be binding on the heirs and personal representatives of the Principal.

8. **INDEMNITY.** The estate of the Principal shall hold harmless and indemnify the attorney in fact from all liability for acts done in good faith and not in fraud of the Principal.

9. **APPLICABLE LAW.** The laws of the state of Washington shall govern this power of attorney.

10. **EXECUTION.** This power of attorney is signed in triplicate on the 4th day of January, 2001, to become effective as provided in paragraph 2.

*Peter E. Grafton*  
PETER E. GRAFTON

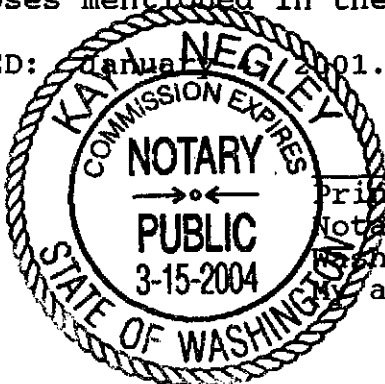
*Mary Lou Grafton*  
MARY LOU GRAFTON

Residing at: 3740 Birch Way  
Anacortes WA 98221

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that PETER E. GRAFTON and MARY LOU GRAFTON are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: January 4, 2001.



*Kay L. Negley*  
Printed name: KAY L. NEGLEY  
Notary Public in and for the State of  
Washington, residing at Mount Vernon.  
My appointment expires: 3-15-04

COPY

**Certification  
of  
the PETER E. GRAFTON & MARY LOU GRAFTON  
DURABLE POWER OF ATTORNEY  
Dated January 4, 2001**

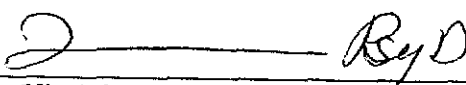
Pursuant to Revised Code of Washington 11.94.040, this Certification of Power of Attorney is executed by the Attorney-in-Fact currently acting under the PETER E. GRAFTON & MARY LOU GRAFTON DURABLE POWER OF ATTORNEY dated January 4, 2001, who declares:

1. This Certification is executed and presented by Virginia Becker, who resides at 18210 47th PI NE, Lake Forest Park, WA 98155-4310, who hereby swears that she is the daughter of the Principals, Peter E. Grafton and Mary Lou Grafton, and designated in the Durable POA as the alternate Attorney-in-Fact under the name "Virginia L. Becker."
2. This Certification is provided to induce T. Rowe Price to recognize the authority of Virginia Becker as the Attorney-in-Fact and Authorized Agent over all assets held individually or in joint tenancy by Peter E. Grafton and/or Mary Lou Grafton, for which T. Rowe Price is the Custodian, including without limitation those assets associated with Investor Number 22070600 and identified by Account Nos. 4040223041-2, 4040223045-4, 52524061-7 and 52370445-6.
3. The undersigned certifies that a true and correct copy of the PETER E. GRAFTON & MARY LOU GRAFTON DURABLE POWER OF ATTORNEY dated January 4, 2001 is hereby attached to this Certification and incorporated herein (the "Durable POA").
4. The Principals of the Durable POA are Peter E. Grafton and Mary Lou Grafton, husband and wife (the "Principals"). The PETER E. GRAFTON & MARY LOU GRAFTON DURABLE POWER OF ATTORNEY serves as a mutual Durable Power of Attorney under which Peter E. Grafton and Mary Lou Grafton, husband & wife, serve for each other.
5. Under the terms of Section 1, DESIGNATION, of the Durable POA, in the event that either Peter E. Grafton or Mary Lou Grafton is unable or unwilling to serve for the other, then Virginia Becker, designated in the Durable POA by the name, "Virginia L. Becker," the daughter of the Principals, may serve in place of either of the Principals designated in the as the alternate Attorney-in-Fact.
6. Neither Peter E. Grafton nor Mary Lou Grafton is able to serve for the other as Attorney-in-Fact under the Durable POA due to the disability of both Principals, making them both unable to manage their own affairs, as evidenced by the determinations of their attending physician(s), in required by Section 2, EFFECTIVENESS - DURATION, of the Durable POA.
7. The undersigned certifies that true and correct copies of the determinations of the disability of Peter E. Grafton and Mary Lou Grafton by their attending physician(s) are hereby attached to this Certification and incorporated herein by this reference (the "Physician Statements").

8. RCW 11.94.040 provides that, if an attorney-in-fact presents the power of attorney to a third person and requests the person to accept the attorney-in-fact's authority to act for the principal, and also presents to the person an acknowledged affidavit, signed and dated contemporaneously with presenting the power of attorney, which meets the following requirements, and the person accepting the power of attorney has examined the power of attorney and confirmed the identity of the attorney-in-fact, then the person's reliance on the power of attorney is presumed to be without negligence and in good faith in reasonable reliance.
9. The undersigned, as Attorney-in-Fact, hereby swears to each of the specific facts required for Certification of the Durable POA under RCW 11.94.040(3):
- (a) I am the person presenting myself as the Attorney-in-Fact and signing this Certification in sworn affidavit form as the person so named in the Durable POA;
  - (b) I am named in the Durable POA as a successor Attorney-in-Fact, under the circumstances of the Principals, as first named Attorneys-in-Fact for each other, having been declared to be disabled by their attending physician(s), which has caused me to become the acting Attorney-in-Fact;
  - (c) To the best of my knowledge, the Principals are still alive;
  - (d) To the best of my knowledge, at the time the Durable POA was signed, the Principals were competent to execute the document and were not acting under undue influence to sign the document;
  - (e) All events necessary to making the Durable POA effective have occurred;
  - (f) I do not have actual knowledge of the revocation, termination, limitation, or modification of the Durable POA or of my authority as Attorney-in-Fact;
  - (g) I do not have actual knowledge of the existence of other circumstances that would limit, modify, revoke, or terminate the Durable POA or the Attorney-in-Fact's authority to take the proposed action;
  - (h) I was not married to the Principal at the time of execution of the Durable POA;
  - (i) I am acting in good faith pursuant to the authority given under the Durable POA.
10. Because the Durable POA does not contain a time limit, the length of time which has elapsed from its date of execution shall not prevent a party from reasonably relying on the document [RCW 11.94.040(4)].
11. Because the Durable POA does not contain a requirement that it be filed for record to be effective, a party may place reasonable reliance on it regardless of whether it is so filed. [RCW 11.94.040(5)].

Dated: March 12, 2014.

PETER E. GRAFTON & MARY LOU GRAFTON  
DURABLE POWER OF ATTORNEY:

By:   
Virginia Becker, Attorney-in-Fact



STATE OF WASHINGTON

COUNTY OF KING

)  
) ss.  
)

On this day March 12<sup>th</sup>, 2014, I certify that I know or have satisfactory evidence that Virginia Becker is the person who appeared before me, on oath stated that she is the Attorney-in-Fact currently acting under the PETER E. GRAFTON & MARY LOU GRAFTON DURABLE POWER OF ATTORNEY dated January 4, 2001, and 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.

Witness my hand and official seal

May Froma Argueta  
Notary Public

for the State of Washington

My commission expires: 05-29-2016



**ROBERT G HAINING MD**  
SENIOR MEDICINE

Bev Fisher • Office Manager • 1530 N 115th Street • Suite 110 • Seattle WA 98133-8418 • (206) 365-4222

13DEC13

RE: Mary Lou Grafton 1DEC27

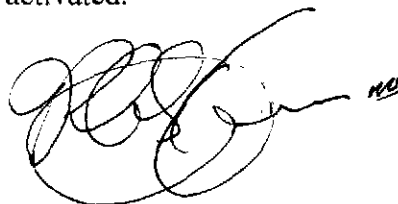
To Whom It May Concern.

Prior to November 2013, Mary Lou was living with her husband Peter in a multistory home in Anacortes. Subsequently, Peter has had a series of strokes, has been in the University of Washington Hospital and currently requires care at Anderson House Nursing Home in Seattle. In order to be close to Peter and provide Mary Lou with an appropriate place to live, their daughter Virginia Becker moved Mary Lou to the next door assisted living facility Anderson Plaza. Mary Lou is very unhappy about being moved. She says, "Somebody just showed up at her door one day and moved her - no consultation or anything. Peter and I could have managed in our own home. There are plenty of nice facilities in Anacortes where we would rather be. Our daughter is just bull-headedly taking over our lives." Etc. She complains to anyone who will listen.

Mary Lou's gait is impaired by a bad right knee. She walks slowly with a cane in her right hand. As soon as Peter gets better she hopes to have surgery on this knee. She is aware that she is forgetful - "That's why I write things down." Mary Lou is a retired nurse. When asked what medicines she is taking - she paused then said, "Can I show you the box?" When I asked her what year it was - she paused again then said, "My daughter is really trying to screw me up isn't she." Plaza staff say she is forever losing her room key and that she needs an escort to get to and from the next door nursing home to visit her husband.

Previously, Peter was able to manage her at home. Her decline to this point has been a slow gradual one over several years indicating that Alzheimer's Disease is the likely explanation for her memory difficulties and her lack of insight into how it impairs her decision making. She is on no medications which would affect her memory. As she gets more familiar with her new routine, she likely will settle down. But there is no hope that her memory limitations will fundamentally improve. They will only continue to slowly decline. It is appropriate for the powers of her chosen Durable Power of Attorney, her daughter Virginia Becker, to become activated.

Sincerely,



# DURABLE POWER OF ATTORNEY

## FOR MARY LOU GRAFTON

### DECLARATION OF PHYSICIAN

The undersigned hereby declares:

1. I am a physician licensed in the State of WASHINGTON to practice medicine.
2. Mary Lou Grafton (the "Principal") has been examined by me and I find that the Principal is incompetent or disabled in that the Principal is incapable of managing the Principal's own property or affairs effectively.

Dated this 5<sup>th</sup> day of December, 2013

Signature

ROBERT E. HAINING MD

Printed Name

1530 N. 115<sup>th</sup> ST #110

Address

SEATTLE WA 98133-6411