

WHEN RECORDED RETURN TO:

Donald A. Esau, P.S.
P O Box 822050
Vancouver WA 98682
360-694-9982

DOCUMENT TITLE(S)

General Power of Attorney with Durable Provision of Helen V. Grady

REFERENCE NUMBER(S) of Documents assigned or released:

119365/

☐ Additional numbers on page ____ of document.

GRANTOR(S):

Helen V. Grady

☐ Additional names on page ____ of document.

GRANTEE(S):

James E. Grady, Kenneth H. Grady and J. Edward Grady, Jr., Attorneys-in-fact

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

WEST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SEC. 31, T2N,
R6EWM

☐ Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

02-06-31-3-0-0110-00

☐ Additional parcel numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**GENERAL POWER OF ATTORNEY
WITH DURABLE PROVISION
OF
HELEN V. GRADY**

Grantor: HELEN V. GRADY
 Grantee: JAMES E. GRADY; KENNETH H. GRADY AND
 J. EDWARD GRADY, JR.
 Abbreviated Legal: N/A
 Assessor's Tax parcel #: N/A
 Other Reference #s: N/A

I, HELEN V. GRADY, presently residing and domiciled in Clark County, State of Washington, as principal, hereby revokes any and all Powers of Attorney relating to financial matters and health care matters previously executed by me, either individually or jointly, and hereby individually designates JAMES E. GRADY, if willing and able to serve, as Agent and attorney-in-fact ("my Agent"). If JAMES E. GRADY is unable or unwilling to act or serve, then KENNETH H. GRADY is designated to serve as alternate Agent and attorney-in-fact. If KENNETH H. GRADY is unable or unwilling to act or serve, then J. EDWARD GRADY, JR. is designated, to serve as alternate Agent and attorney-in-fact. An alternate Agent may act during any period when my Agent is temporarily unable to act. The term "my Agent" shall include any alternate Agent who is authorized to act under this paragraph.

It is hereby understood that the powers granted to my attorney-in-fact shall become effective upon execution of this General Power of Attorney with Durable Provision.

My Agent shall have power and authority to:

1. Health and Person Care. Make health and personal care decisions for me, which authority shall include, but shall not be limited to:

1(a). Arranging for my hospitalization, convalescent care, hospice, home care, and for the provision of other health care services;

1(b) Employing and discharging medical personnel as my attorney-in-fact shall deem necessary for my physical, mental and emotional well-being, and paying such personnel (or causing to

be paid to them) reasonable compensation;

1(c). Consenting, refusing consent, or withdrawing or withholding consent for diagnostic or medical treatment for a physical or mental condition, including, but not limited to, surgical procedures;

1(d) Make expenditures for my health, education, support, maintenance, and general welfare.

1(e) Health Information. While my Agent is acting under this power of attorney, have the right to receive, review and consent to the disclosure of my medical records. I expressly waive any physician-patient privilege or other privilege which otherwise would protect me against the disclosure of confidential information. In addition, despite my privacy rights under the Health Insurance Portability and Accountability Act (HIPAA), I specifically authorize any health care professional or facility to disclose all health information about me to my Agent. I designate my Agent as my personal representative for purposes of HIPAA.

1(f). Assistance in My Home. In the event that I require long-term care, make expenditures for care and services which I may need in order to remain in my own home. This power includes the authority to pay for the services of my Agent, family members, and friends who provide in-home care or services for me or who arrange for or manage care or services for me.

1(g). Long-Term Care Outside My Home. Make expenditures to contract and pay for long-term care outside my home if my Agent determines that I cannot receive the services I need in my home.

1(h). Disability and Long-Term Care Insurance. At my Agent's sole discretion, purchase, pay the premiums for, and collect the proceeds of disability or long-term care insurance and apply those proceeds for my benefit. This power shall not be construed to impose any obligation on either me or my Agent to maintain disability or long-term care insurance.

2. Manage and Dispose 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 real or personal property or any interest in property, in any manner and on any terms my Agent considers to be in my best interests.

2(a). I specifically authorize my Agent to take all these actions as to any interest in real estate that I now possess or that is later acquired by me or on my behalf.

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 Washington 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 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 persons.

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. U.S. Treasury 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 payment options under, make elections under, receive payments from, make rollovers to, and take any other steps I might take with respect to IVA accounts and other retirement plans.

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 to any year through and including the year of my death: pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service (this authority shall include the authority to submit an Internal Revenue Service Form 2848 with a statement attached to it indicating the validity of this power of attorney), the Washington Department of Revenue,

or any other taxing authority; receive confidential information from any taxing authority; prepare, sign, and file federal, state, and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll, and property tax matters; execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements, and other documents related to my tax liability; make any elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.

18. Government Benefits. Perform any act necessary or reasonable (including acting as representative payee) in order for me to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits. The power granted under this paragraph shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any disposition or designation shall be consistent with my existing estate plan to the extent reasonably possible. Any transfers made pursuant to this paragraph shall be deemed not to be a breach of fiduciary duty by my agent.

19. Disclaimer. Disclaim any property, interest in property, or power to which I may be entitled, except where an interest passes to my Agent as a result of the disclaimer; 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.

20. Elective Share Rights. Exercise any right to claim an elective share in any estate or under any Will.

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. 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.

23. Mail. Redirect my mail.

24. Custody of Documents. Take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.

25. Employees and Advisors. Employ, compensate, and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others to render services to me or for my benefit.

26. Waiver of Privileges. Waive any attorney-client, physician-patient, or other professional privilege which would otherwise protect me against the disclosure of confidential information, in order to obtain information from the professional.

27. Compensation of my Agent. Compensate my Agent for the reasonable value of my Agent's services while acting under this power of attorney.

28. Accounting. My Agent shall be required to account within a reasonable period after receiving a request from me, any successor agent, my guardian or my personal representative. During any period that a conservator is appointed for me, my Agent shall account to the conservator rather than me.

29. Gifts. Make gifts and consent to split gifts on my behalf, whether outright, in trust, or in custodianship, to or for the benefit of those persons who would be entitled under Washington law to receive my intestate property at my death and any charitable organization(s) to which I have a demonstrated history of contributions.

29(a). Gifts made under this paragraph may be in any amount.

29(b). Gifts made under this paragraph shall be consistent with my existing estate plan to the extent reasonably possible and with the reduction or elimination of estate and inheritance taxes payable by reason of my death.

29(c). My Agent shall have the power to make withdrawals, if applicable, from my revocable living trust for the purpose of making gifts authorized under this paragraph.

30. Trusts. Establish a revocable or irrevocable trust, amend or terminate an existing trust, and transfer any of my real or personal property to a trust, provided that the trust is consistent with my existing estate plan to the extent reasonably possible.

31. Beneficiary Designations. Designate or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any beneficiary designation shall be consistent with my existing estate plan to the extent reasonably possible.

32. Substitution and Delegation. Appoint and substitute for my Agent any nominee or agent to exercise the powers granted in this instrument and revoke the appointment or substitution at any time.

33. Perform Other Acts to Carry Out the Powers Granted. Execute and deliver any written instrument and perform any other act necessary or reasonable to carry out any of the powers granted under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed pursuant to this power of attorney.

34. 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 may 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.

35. Petition & Power to Sue Third Parties failing to recognize Power of Attorney. My Agent is specifically authorized to follow the procedures set forth in RCW 11.94 to petition the court for

the purposes set forth therein. Further, if any third party (including but not limited to stock transfer agents, title insurance companies, banks, brokerage accounts, insurance companies, credit unions, and saving and loan associations) with whom my Agent seeks to transact business, refuses to recognize my Agent's authority to act pursuant to this power of attorney, I authorize my Agent to sue and recover from such third party all resulting damages, costs, expenses, and attorney's fees that are incurred because of such failure to act. The costs, expenses, and attorney's fees incurred in bringing such action shall be charged against my general assets, to the extent they are not recovered from said third party. I expressly direct my Agent to move my assets from any brokerage, transfer agent or other entity that refuses to recognize the full extent of powers that I have conveyed by this power of attorney.

36. Revocation.

36(a). Any powers of attorney I may have previously executed are hereby revoked in their entirety.

36(b). While competent, I may revoke this power of attorney by written notice to my Agent and by recording a document of revocation in the records of Clark County, Washington, and/or such other places as this power of attorney was recorded.

36(c). The appointment of a guardian of the estate of the principal vests in the guardian with court approval, the power to revoke, suspend or terminate this power of attorney. The appointment of a guardian of the person only does not empower the guardian to revoke, suspend or terminate this power of attorney. In the event it becomes necessary to appoint a guardian of the principal's person or estate, it is the principal's desire that the above person or persons be appointed.

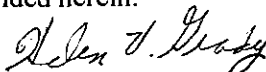
36(d). The death of the principal shall be deemed to revoke this power of attorney upon actual knowledge or actual notice being received by the attorney in fact.

37. 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.

38. Definitions and Use of Terms. Words that import the singular may also be applied to the plural of persons and things.

39. Governing Law. The validity and construction of this power of attorney shall be determined under Washington law.

IN WITNESS WHEREOF, the undersigned have executed this General Power of Attorney on this 12 day of April 2010 to become effective as provided herein.


HELEN V. GRADY

STATE OF WASHINGTON)
 : ss.
 County of Clark)

On this 12 day of April 2010 before me personally appeared HELEN V. GRADY, and acknowledged to me that she executed this instrument freely and voluntarily.

[SEAL]

Donald A. Esau
 Printed Name: Donald A. Esau
 Notary Public for Washington.
 My commission expires: 1/2/12



SIGNATURE OF AGENT

Agent acknowledges that the following is Agent's signature:

James E. Grady
 JAMES E. GRADY

STATE OF WASHINGTON)
 : ss.
 County of Clark)

Subscribed and sworn to before me this 12 day of April 2010.

[SEAL]

Donald A. Esau
 Printed Name: Donald A. Esau
 Notary Public for Washington.
 My commission expires: 1/2/12



SIGNATURE OF ALTERNAT AGENT

Alternate Agent acknowledges that the following is Alternate Agent's signature:

Kenneth H. Grady
 KENNETH H. GRADY

STATE OF WASHINGTON)
 : ss.
 County of Clark)

Subscribed and sworn to before me this 12 day of April 2010.

[SEAL]

Donald A. Esau
 Printed Name: Donald A. Esau
 Notary Public for Washington.
 My commission expires: 1/2/12



SIGNATURE OF SECOND ALTERNATE AGENT

Second Alternate Agent acknowledges that the following is Second Alternate Agent's signature:

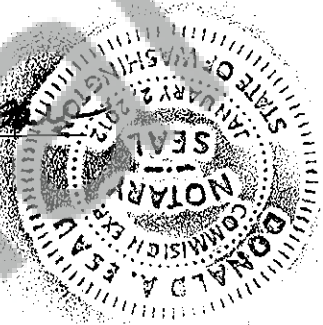
J. Edward Grady, Jr.
J. EDWARD GRADY, JR.

STATE OF WASHINGTON)
 : ss.
County of Clark)

Subscribed and sworn to before me this 12 day of April 2010.

[SEAL]

Donald A. Esau
Printed Name: Donald A. Esau
Notary Public for Washington
My commission expires: 1/2/12



Unofficial Copy