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Skagit County Auditor

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Return Address:

LAND TITLE COMPANY OF SKAGIT COUNTY 107009-PAE

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

1. Power of Attorney
- 2.

Reference Number(s) of Documents assigned or released:

on page of _____ of document

Grantor(s) (Last name, First, Middle Initial)

1. Susan Watson
- 2.
- 3.
4. _____ Additional names on page _____ of document.

Grantee(s) (Last name, First, Middle Initial)

1. Brad Watson
- 2.
- 3.
4. _____ Additional names on page _____ of document.

Legal description: (Lot, block, plat name, section-township-range)

Unit 9 Fidalgo marina Condominium

_____ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel Account Number(s):

4599-000-009-0008

**LIMITED POWER OF ATTORNEY
OF
SUSAN WATSON**

1. **Designations.** SUSAN WATSON (hereinafter the "Principal"), residing and domiciled in the state of Washington, hereby designates **BRAD WATSON**, as attorney-in-fact in the name, place and stead of the Principal.

2. **Purpose.** The purpose in granting this Power of Attorney is to allow Brad Watson to take all such actions and sign all such documents as are necessary for the negotiation and sale of the Fidalgo Marina Slip #9.

3. **Effectiveness.** The Durable Power of Attorney shall become effective immediately.

4. **Powers.** The attorney-in-fact, as fiduciary, shall have all powers of an absolute owner over the assets and liabilities of the Principal that in any way relate to the Fidalgo Marina Slip #9, including, but not limited to, the following powers:

a. Accounts of Financial Institutions. To make deposits to and payments from any account in a financial institution including, but not limited to, banks, trust companies, mutual savings banks, credit unions and/or securities dealers. This shall further include the authority to make deposits; transfers and withdrawals with respect to all such accounts.

b. Real Property. To have authority to purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.

c. Personal Property. To purchase, receive, take possession of, lease, sell, assign, ~~endorse~~, exchange, release, mortgage, and pledge personal property, or any interest therein.

d. Securities. To deal in any manner with all types of securities, including the right to transfer and sell securities.

e. Monies Due. To request, demand, recover, collect, endorse, and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents, and payments due the Principal.

f. Delegation of Authority. To delegate, in writing, to any alternate or successor attorney-in-fact named above, any authority granted under this Power of Attorney. Any such appointment of a temporary attorney-in-fact or delegation of authority shall set forth the period for which it is valid and specify the limits, if any, of such appointment or delegation during such period.



5. **Revocation**. The Principal may revoke this Power of Attorney at any time by giving the attorney-in-fact written notice, personally delivered or mailed to the last known address for the attorney-in-fact.

6. **Termination**. This Power of Attorney shall be terminated upon receipt of written notice or actual knowledge by the attorney-in-fact of the death of the Principal and further may be terminated by the guardian of the estate of the Principal following court approval of such termination. Should the court need to appoint a guardian, the Principal desires that the attorney-in-fact or the alternate attorney-in-fact herein named be appointed by the court.

7. **Accounting**. The attorney-in-fact shall be required to account to any subsequently appointed guardian of the estate of the Principal, or personal representative of the estate of the Principal.

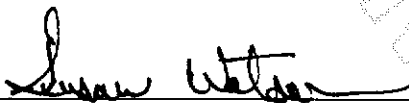
8. **Reliance**. The attorney-in-fact and any person dealing with the attorney-in-fact each shall be entitled to rely upon this Power of Attorney so long as such party has not received actual knowledge or actual notice of revocation, suspension or termination of the Power of Attorney, by death or otherwise. Any action so taken in good faith, unless otherwise invalid or unenforceable, shall be binding on the heirs, legatees, devisees and personal representative of the Principal. Third parties shall be entitled to rely upon a photocopy of the signed original of this document.

9. **Indemnification**. The estate of the Principal shall hold harmless and indemnify the attorney-in-fact from any and all liability for acts done in good faith.

10. **Costs and Compensation**. The attorney-in-fact shall be reimbursed for all costs and expenses reasonably incurred and shall receive at least annually, without court approval, such reasonable compensation for services performed as the attorney-in-fact as is reasonable in the community for like services performed as attorney-in-fact and/or as guardian of the estate.

11. **Applicable Law**. The laws of the State of Washington shall govern this Power of Attorney.

IN WITNESS WHEREOF, the undersigned has executed this Durable Power of Attorney on this 23rd day of May, 2003.



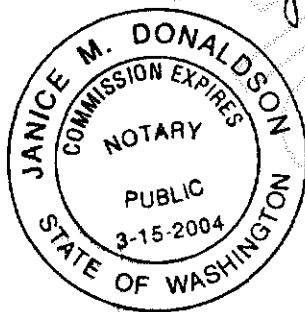
SUSAN WATSON
Principal



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **SUSAN WATSON** 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: May 23rd, 2003.

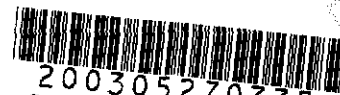


NOTARY PUBLIC

Janice M. Donaldson
(Type or Print Name)

My Commission Expires: March 15, 2004

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ALTA COMMITMENT

Order No.: 107009-PAE

Schedule "A-1"

DESCRIPTION:

PARCEL "A":

Unit 9, "FIDALGO MARINA CONDOMINIUM," according to Declaration thereof recorded under Auditor's File No. 9302250060 and survey map and plans thereof in Volume 15 of Plats, pages 75 through 77, under Auditor's File No. 9302250059, records of Skagit County, Washington, and as corrected and amended by Auditor's File Nos. 9303050032 and 9508160024, respectively.

Situate in the City of Anacortes, County of Skagit, State of Washington.

PARCEL "B":

Marina Slip No. 9 as shown on Exhibit "B" to Condominium Declaration recorded under Recording No. 9302250060, Skagit County, Washington, lying within the Harbor Area described in the Lease from the State of Washington, Department of Natural Resources, as lessor, to The City of Anacortes, as lessee, recorded under Recording No. 9207240213, and in the sublease from the City of Anacortes as sublessor, to Fidalgo Marina Partnership, as sublessee recorded under Recording Nos. 9207240214 and 9207310172, records of said County;

Situate in the City of Anacortes, County of Skagit, State of Washington.

PARCEL "C":

An undivided 1.50% interest in the Marina Improvements as defined in and conveyed by Quit Claim Deed from Larry C. Haven and Susan D. Haven, husband and wife, as grantor, to Ed Watson and Susan Watson, husband and wife; and Brad Watson and Tamar Watson, husband and wife, as grantee dated February 23, 2001 and recorded on March 21, 2001, under Auditor's File No. 200103210012, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.



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