WHEN RECORDED RETURN TO:

Bruce Brown 14793 Gibralter Road Anacortes, WA 98221



Chicago Title Insurance Company

425 Commercial Street - Mount Vernon, Washington 98273 IC31543 🗸 DOCUMENT TITLE(s) 1. SPECIAL POWER OF ATTORNEY 2. 3. REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED: Additional numbers on page \_ GRANTOR(s): GARY W. ROVETTO 2. 3. Additional names on page \_\_\_\_\_\_ of the document GRANTEE(s): BRUCE M. BROWN 1. 2. 3. Additional names on page \_\_\_\_\_\_of the document ABBREVIATED LEGAL DESCRIPTION: Ptn. Blks 36 & 37, TOWNSITE OF GIBRALTER and Ptn. RESERVED NO. 2, QUAKER COVE Complete legal description is on page \_\_\_\_ 5\_\_ of the document ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s): P68176 P73539 P73542 (sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Signature

This cover sheet is for the County Recorder's indexing purposes only.

The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.

## SPECIAL POWER OF ATTORNEY

I, Gary W. Rovetto, residing at 14793 Gibralter Road, Anacortes, Washington 98221, hereby appoint Bruce M. Brown of 14793 Gibralter Road, Anacortes, Washington 98221, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

My agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

 Sell or convey any interest of mine in real estate located at 14793 Gibralter Road Anacortes, Washington and legally described on the attached Exhibit.
 The total sale price must be at least \$575,000.00.

This power shall include the power to (i) sell upon such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above, (ii) sign any documents (including deeds) that may be required to convey title to such property, and (iii) collect and receive the proceeds from any such sale.

2. Manage, insure, improve, repair, collect rents, execute leases, or take any other action that a landlord might take, with respect to any interest of mine in real estate located at:

14793 Gibralter Road
Anacortes, Washington
and legally described on the attached Exhibit.

3. Sell or convey any personal property that I might own now or in the future, tangible or intangible, on such terms and conditions as my Agent deems appropriate.

This power shall include the power to (i) sign contracts of sale and documents to transfer title (including bills of sale), and (ii) accept a security interest for any unpaid portion of the purchase price.

4. Obtain credit or borrow money in an amount not to exceed \$10,000.00.

This power shall include the power to (i) obtain credit upon such terms as my Agent may deem appropriate, subject to the limitations (if any) stated above, (ii) sign any documents (including notes, credit agreements, security agreements, and financing statements), and (iii)

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take any other action that may be required to complete the above transactions.

I hereby grant to my Agent the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent under this instrument shall incure any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, but only if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated \_\_\_\_\_\_\_, 2001\_, at Anacortes, Washington.

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Notary Address:

Carol xn Jordeth

1901-Bradley Dr.

Anacortes, Was 98221

## Chicago Title Company - Island Division

## EXHIBIT 'A'

## Description:

Order No: AE10090 JAC

Lots 3 through 7, inclusive, Block 36, and Lots 3 through 7, inclusive, Block 37, all in PLAT OF THE TOWNSITE OF GIBRALTER, according to the plat thereof recorded in Volume 1 of Plats, pages 19 and 20, records of Skagit County, Washington;

TOGETHER WITH those portions of vacated Miller and Fidalgo Streets adjoining, which, upon vacation, attached to said premises by operation of law;

ALSO that portion of "Reserved No. 2", PLAT OF QUAKER COVE, according to the plat thereof recorded in Volume 6 of Plats, page 37, records of Skagit County, Washington, described as follows:

Beginning at the intersection of the North line of Block 37, PLAT OF TOWNSITE OF GIBRALTER and the Westerly line of Plat of Quaker Cove;

Thence North 65°06' East 6 feet;

Thence South 24°54' East to the meander line;

Thence Southwesterly along meander line to a point South 24°54' East from point of beginning; Thence North 24°54' West to point of beginning;

EXCEPT any portion of Lots 3 through 7, inclusive, Block 36, said Plat of the Townsite of Gibralter, lying outside the meander line or the line of ordinary high tide, whichever is farther out;

AND EXCEPT the following described tract:

The North 60 feet of Lots 3 through 6, inclusive, Block 37, of Townsite of Gibralter according to the plat thereof recorded in Volume 1 of Plats, page 19, records of Skagit County, Washington;

AND TOGETHER WITH that portion of the South Half of vacated Miller Street that has reverted to said premises by operation of law;

AND ALSO TOGETHER WITH that portion of "Reserved No. 2" PLAT OF QUAKER COVE, according to the plat thereof recorded in Volume 6 of Plats, page 37, described as follows:

Beginning at the intersection of the North line of Block 37, Plat of the Townsite of Gibralter and the Westerly line of Plat of Quaker Cove;

Thence North 65°06' East 6 feet:

Thence South 24°54' East 60 feet:

Thence South 65°06' West to a point that is South 24°54' East of the Point of Beginning; Thence North 24°54' West to the Point of Beginning.

Situated in Skagit County, Washington.

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