

## POWER OF ATTORNEY

**NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE DEFINED IN CHAPTER 32C OF THE NORTH CAROLINA GENERAL STATUTES.**

### IMPORTANT INFORMATION

*This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the North Carolina Uniform Power of Attorney Act.*

*This power of attorney does not authorize the agent to make health care decisions for you. You make exercise a health care power of attorney to do this.*

*You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you become incapacitated or revoke the power of attorney or the agent resigns or is unable to act for you. You do have the right to terminate or revoke the power of attorney and any or all powers granted within at any time up to the point of your incapacity.*

*Your agent is entitled to reasonable compensation unless you state otherwise.*

*If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.*

*This power of attorney becomes effective immediately unless you state otherwise.*

*If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.*

**THIS Power of Attorney** is given by me, Rose A. Crawford (the "Principal"), presently of 714 West Main Street, Carrboro, in the State of North Carolina, on this 19<sup>th</sup> day of April, 2021.

**Previous Power of Attorney**

1. **I REVOKE** any previous power of attorney granted by me.

**Agent**

2. **I APPOINT** Thomas D, ODwyer, of 105 Boulder Lane, Chapel Hill, North Carolina, to act as my Agent.

**Governing Law**

3. This document will be governed by the laws of the State of North Carolina. Further, my Agent is directed to act in accordance with the laws of the State of North Carolina at any time he or she may be acting on my behalf.

**Liability of Agent**

4. My Agent will not be liable to me, my estate, my heirs, successors or assigns for any action taken or not taken under this document, except for willful misconduct or gross negligence.

**Effective Date**

5. This Power of Attorney will start immediately and will cease to be in effect upon a finding of my mental incapacity or mental infirmity which may occur after my execution of this Power of Attorney.

**Powers of Agent**

6. My Agent will have the following power(s):

**Initials**

**X Business Operating Transactions**

- a. To take any action my Agent deems necessary with any business that I may own or have an interest in by doing any act which can be done through an Agent. This power includes, but is not limited to, the power to execute, seal and deliver any instrument; participate in any legal business of any kind; execute partnership agreements and amendments; to incorporate, reorganize, consolidate, merge, sell, or dissolve any business; to elect or employ officers, directors and agents; and to exercise voting rights with respect to any stock I may own, either in person or by proxy.

X ROC **First Specified Power**

- b. Thomas ODwyer to have Power of attorney for insurance claims on 714 West Main St. , Carrboro and to represent and make decisions for Rose Crawford for bathroom renovation and addition and repairs to 714 west Main Street.

**Agent Compensation**

7. My Agent will be compensated as follows:
- a. My Agent will be reimbursed for all out of pocket expenses associated with the carrying out of my wishes; and
- b. Thomas ODwyer shall be Compensated \$45 per hour.

**Co-owning of Assets and Mixing of Funds**

8. My Agent may not mix any funds owned by him or her in with my funds and all assets should remain separately owned if at all possible.

**Personal Gain from Managing My Affairs**

9. My Agent is not allowed to personally gain from any transaction he or she may complete on my behalf.

**Delegation of Authority**

10. My Agent may not delegate any authority granted under this document.

**Termination of Power of Attorney**

11. This Power of Attorney will cease to be in effect at 11:59 PM, local time on the 14th day of April, 2022.

**Agent Restrictions**

12. This Power of Attorney is not subject to any conditions or restrictions other than those noted above.

**Notice to Third Parties**

13. Any third party who receives a valid copy of this Power of Attorney can rely on and act under it. A third party who relies on the reasonable representations of my Agent as to a matter relating to a power granted by this Power of Attorney will not incur any liability to the Principal or to the Principal's heirs, assigns, or estate as a result of permitting the Agent to exercise the authority granted by this Power of Attorney

up to the point of revocation of this Power of Attorney. Revocation of this Power of Attorney will not be effective as to a third party until the third party receives notice and has actual knowledge of the revocation.

### Severability

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

### Acknowledgment

15. I, **Rose A. Crawford**, being the Principal named in this Power of Attorney hereby acknowledge:
- a. I have read and understand the nature and effect of this Power of Attorney;
  - b. I am of legal age in the State of North Carolina to grant a Power of Attorney; and
  - c. I am voluntarily giving this Power of Attorney.

IN WITNESS WHEREOF I hereunto set my hand and seal at the City of Carrboro in the State of North Carolina, this 19 day of APRIL, 2021.

### **SIGNED, SEALED, AND DELIVERED**

in the presence of:

Witness: [Signature] (Sign)

Witness Name: Laura Carey

Address: 100 Hwy 54

Carrboro NC 27510

Witness: [Signature] (Sign)

Witness Name: Kyle F Hoopes

Address: 100 Hwy 54

CARRBORO, NC 27510

Rose A Crawford  
Rose A. Crawford (Principal)

NOTARY ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Orange

On this 19<sup>th</sup> day of April, 2021, Rose A. Crawford, personally appeared before me, the said named (Principal), to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged that he/she executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My Commission Expires March 31, 2024

Allison F. Lallier

(Signature of Notary Public)

Notary Public (Official Seal)



**IMPORTANT INFORMATION FOR AGENT****Agent's Duties**

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or your authority is terminated or the power of attorney is terminated or revoked. You must:

1. Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
2. Act in good faith;
3. Do nothing beyond the authority granted in this power of attorney; and
4. Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner: (Principal's Name) by (Your Signature) as Agent.

Unless this power of attorney states otherwise, you must also:

1. Act loyally for the principal's benefit;
2. Avoid conflicts that would impair your ability to act in the principal's best interest;
3. Act with care, competence, and diligence;
4. Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
5. Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects, or if you do not know the principal's expectations, to act in the principal's best interest;

6. Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest; and
7. Account to the principal (or a person designated by the principal (if any)).

## **Termination of Agent's Authority**

You must stop acting on behalf of the principal if you learn of any event that terminated or revoked this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

1. Death of a principal;
2. Incapacitation of a principal;
3. The principal's revocation of the power of attorney or the termination of your authority;
4. The occurrence of a termination event stated in the power of attorney;
5. The purpose of the power of attorney is fully accomplished; or
6. If you are married to the principal, your divorce from the principal, unless this power of attorney states that your divorce from the principal will not terminate your authority.

## **Liability of Agent**

The meaning of the authority granted to you is defined in the North Carolina Uniform Power of Attorney Act. If you violate the North Carolina Uniform Power of Attorney Act or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.