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Skagit County Auditor

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DOCUMENT TITLE(S): Power of Attorney (Effective Immediately)

REFERENCE NUMBER(S): N/A

GRANTOR: Patricia H. O'Donnell

GRANTEE: Randolph E. O'Donnell

LEGAL DESCRIPTION: Lot 18, Kulshan Ridge P.U.D., recorded October 9, 2003, under Auditor's File No. 200310090064, records of Skagit County, Washington. Situated in Skagit County, Washington.

ASSESSOR PARCEL / TAX ID NUMBER: P120898 4824-000-018-0000

POWER OF ATTORNEY
(Effective Immediately)

THE UNDERSIGNED, PATRICIA H. O'DONNELL, domiciled and residing in the State of Washington, as authorized by the Revised Code of Washington, Chapter 11.94 designates the following named person as attorney in fact to act for the undersigned as the principal.

1. Designation. I, PATRICIA H. O'DONNELL, as Principal (the "Principal"), residing in the State of Washington, do hereby appoint RANDOLPH E. O'DONNELL as my true and lawful attorney-in-fact. In the event that a guardianship or limited guardianship of the person or estate of the Principal is necessary, the Principal designates the attorney in fact designated herein to serve in that role, subject to the confirmation of the Court.

2. Authorization and Powers. The attorney-in-fact is hereby authorized to do and perform all acts in the Principal's place and stead as fully as the Principal might do and perform such acts as principal. Specifically included within this general authority, and not by way of limitation (except as specifically provided), shall be the following powers and authority:

2.1 Property. To purchase, receive, take possession of, lease, sell, convey, exchange, endorse, pledge, mortgage, release, hypothecate, encumber or otherwise dispose of property or any interest in property (including life insurance and annuity policies), whether real, personal, mixed, tangible or intangible.

2.2 Financial Accounts. To deal with accounts (including, but not limited to custodial accounts, individual retirement accounts, 401K, etc.), maintained or owned by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions, stock brokerages, custodians, trust companies, escrow agents, trustees, and securities dealers). This power shall include the authority to maintain and close other accounts, and to borrow on, or to make deposits, transfers, exchanges, and withdrawals with respect to all such accounts.

2.3 Moneys Due. To request, demand, recover, collect, endorse and receive all moneys, debts, accounts, gifts, inheritances, bequests, dividends, annuities, rents and other payments due the Principal.

2.4 Claims against the Principal. 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.

2.5 Legal Proceedings. To participate in any legal action in the name of the Principal or otherwise. This shall include: (a) actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceedings for equitable or injunctive relief; and (b) legal proceedings in connection with the authority granted in this instrument.

2.6 Written Instruments. 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.

2.7 Proxies. To act as the Principal's attorney or proxy in respect to any stock, shares, bonds, or other securities or investments, rights, or interest the Principal may now or hereafter hold.

2.8 Agents. With respect to all or any of the matters or things herein mentioned and upon such terms as the attorney-in-fact shall think fit, to engage and dismiss agents, counsel, and employees, and to appoint and remove substitutes.

2.9 Taxes. The attorney-in-fact shall have the authority to represent the Principal in all tax matters; to prepare, sign, and file federal, state, and local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax-related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code of 1986, as amended, and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service and any state and local taxing authority with respect to any tax year between the years 1983 and 2050; to pay taxes due, collect and make such disposition of refunds as the attorney-in-fact shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and any state and local taxing authority; to exercise any elections the Principal may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which the Principal is entitled; and generally to represent the Principal or obtain professional representation for the Principal in all tax matters and proceedings of all kinds and for all periods between the years 1983 and 2050 before all officers of the Internal Revenue Service and state and local authorities and in any and all courts; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and assist the Principal in connection with any and all tax matters involving or in any way related to the principal or any property in which the Principal has or may have an interest or responsibility.

2.10 Safe Deposit Boxes. To access any safe deposit box to which the Principal has the right of access (individually or with another), and to remove any or all of

the contents thereof, which the Principal would have the right to remove, or to add items thereto.

2.11 Exercise of Fiduciary Powers. To the extent permitted by law, in any case in which the Principal may now or hereafter be a fiduciary, to exercise for the Principal, and in the Principal's name, place, and stead, as such fiduciary, any or all of the powers and authorities granted thereby.

2.12 Gifts. Subject to paragraph 3, to make gifts outright, in trust or to a custodian, on the Principal's behalf. This power shall include the power to make such gifts to, or from, any account, guardianship estate, custodianship or trust estate from which, or to which, the Principal could make such gifts, and the power to cause the custodian, guardian or trustee to do so, or accept such. If the property however, is subject to trust, then this power may only be exercised in a manner whereby the trustee distributes the property to the Principal so that the Principal (or the Principal's legal guardian or attorney-in-fact) may independently use such property for such gifting purposes.

2.13 Disclaimers, Releases and Exercise or Powers of Appointment. To disclaim pursuant to Chapter 11.86 of the Revised Code of Washington or otherwise, all or any assets, property or interest to which the Principal might otherwise be entitled as a beneficiary (as that term is defined in RCW 11.86.011 or otherwise), the power pursuant to RCW 11.95 (or otherwise) to release in whole or part any power of appointment the Principal may possess, and the power to exercise any general power of appointment the Principal possesses in favor of the Principal or the Principal's estate.

2.14 Gifts to Qualify for Assistance. Subject to paragraph 3 below, to make transfers to the Principal's spouse and/or family members pursuant to RCW 11.94.050, as amended from time to time, which would not be prohibited by applicable law or regulation, including RCW 74.09 and applicable rules and regulations thereunder (as amended from time to time), for the purposes of qualifying the Principal for medical assistance (Medicaid), Community Options Program Entry System Project (COPES), the limited casualty program for the medically needy, avoidance of the State (DSHS) to file a lien against real property or other similar public or private assistance. This power shall only apply in the event the Principal requires, or is reasonably expected to require, the type of services and benefits available under such programs. This paragraph 2.14 shall not be construed to prohibit transfers which would cause there to be a waiting period or disqualification, if in the attorney-in-fact's judgment, incurring the waiting period or disqualification is in the long run best interest of the Principal and the Principal's estate. The provisions of paragraph 2.12 above regarding powers to cause distributions from a trust for gifting purposes are hereby incorporated in this paragraph 2.14 respecting the types of transfers and gifts contemplated by this paragraph 2.14.

2.15 Sever Joint Tenancies. To sever any joint tenancy with right of survivorship where all of the other tenants are either the Principal's issue or the Principal's

ancestors, or any of them, thereby creating a tenancy-in-common with respect to the Principal.

2.16 Amendments. To make, amend, alter, or revoke any of the principal's life insurance, annuity, or similar contract beneficiary designations, employee benefit plan beneficiary designations, trust agreements, registration of the principal's securities in beneficiary form, payable on death or transfer on death beneficiary designations, designation of persons as joint tenants with right of survivorship with the principal with respect to any of the principal's property, community property agreements or any other provisions for nonprobate transfer at death contained in nontestamentary instruments described in RCW 11.02.091.

2.17 Stocks and Bonds. To act as my attorney or proxy in respect to any stocks, shares, bonds or other investments, rights or interests I may now or hereafter hold, whether for voting or transfer or the exercise of rights to subscribe for additional securities, or for any other purpose. To sell, transfer, assign and make deposits, withdrawals and gifts of securities, stocks, shares, bonds, unit trusts, mutual funds, retirement accounts and any other forms of investments (whether or not named herein) to any person or entity whatsoever.

2.18 Retirement Accounts. My agent shall have the power to establish one or more "individual retirement accounts" or other retirement plans or arrangements in my name. In connection with any pension, profit sharing or stock bonus plan, individual retirement arrangement, Roth IRA, § 403(b) annuity or account, § 457 plan, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (whether established by my agent or otherwise) (each of which is hereinafter referred to as "such plan"), my agent shall have the following powers, in addition to all other applicable powers granted by this instrument:

(a) To make contributions (including "rollover" contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf.

(b) To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any revocable living trust that I may have created during my life.

(c) To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, to make contributions to such Plan and to make, exercise waive or consent to any and all elections and/or options that I may have regarding contributions to, investments or administration of, distribution from, or form of benefits under such Plan.

(d) To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of my death, and to change

any such prior designation of beneficiary made by me or by my agent, subject to the following limitation: My agent shall have no power to designate my agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my agent would have otherwise received, unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change. The preceding limitation shall not apply to any designation of my agent as beneficiary in a fiduciary capacity, with no beneficial interest.

2.19 Social Security. The agent shall have the power and authority to act for the principal before the Social Security Administration and other agencies, contract for professional services (including health care services) and pay for them.

2.20 Special Provisions Regarding Certain Investments & Investment Accounts. It is my desire, intent and direction that my agent be able to deal with my securities, bonds, mutual funds, stocks, retirement accounts and all other investment accounts to the same extent as could I personally. The following special provisions are designed to assist in this intent when my agent deals with such assets. As used in this paragraph, "You" shall mean and include all securities dealers, brokers, investment advisors with whom I am dealing at the present time, and all others who may be holding or controlling any investment, account, stock, bond or fund wheresoever situated.

(a) I hereby constitute and appoint my attorney-in-fact and any successor, as my agent, with full power and authority for me and in my behalf to subscribe, buy, sell and to trade in stocks, bonds, options, retirement accounts, calls (but authority is only granted to sell covered calls) or any other securities, limited partnership interests or investment and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities and contracts relating to same (including commodity "futures"), on margin or otherwise, for my account or accounts with you, however designated, and whether presently open or hereafter opened.

(b) You are accordingly authorized and empowered to follow the instructions of my agent in every respect with regard to any such subscriptions, purchases or sales, long or short, on margin or otherwise, for my account(s), and I hereby ratify and confirm any and all transactions, trades or dealings effected in and for my account(s), by my agent, and agree to indemnify you and hold you, your officers, agents and employees free and harmless of any loss, liability or damage by reason thereof, which agreement shall survive any termination or revocation of this power of attorney and authorization.

(c) My agent is authorized to receive and vote proxies (or respond to requests for voting instructions) and exercise other rights on my behalf on all

securities and other assets for my accounts.

(d) I have inquired as to whether or not my agent is registered (or is otherwise exempt from registration) with the Securities and Exchange Commission under the Investment Advisers Act of 1940 and with the appropriated state authority of my state of residence, where such registration would be required. In addition, I have investigated the business experience, qualifications and reputation of my agent.

(e) This power of attorney and authorization shall continue in full force and effect and you and your officers, agents, employees, successors and assigns shall be indemnified in relying thereon, until you shall receive written notice of revocation thereof, signed by me; or in the event of the termination thereof by my death, until you shall have received actual notice thereof, and such revocation or termination shall in no way affect the validity of this power and my liability under the indemnity herein contained, with reference to any transaction initiated by my agent, prior to the actual receipt by you of notice of such revocation or termination, as above provided.

3. Ascertainable Standard. Notwithstanding any provision of this power of attorney or of applicable law seemingly to the contrary, any right or power exercisable by the attorney-in-fact, which would otherwise constitute a general power of appointment in the attorney-in-fact under Sections 2041 or 2514 of the Code, may only be exercised by the attorney-in-fact in his or her favor for the purpose of providing for the attorney-in fact's health, education, support or maintenance.

4. Accounting. The attorney-in-fact shall keep a reasonable record of actions taken on the Principal's behalf and shall be reimbursed for all costs and expenses reasonable incurred. In addition, the attorney-in-fact shall be entitled to receive at least annually, without court approval, reasonable compensation for services performed on the Principal's behalf. The attorney-in-fact may waive this right to compensation from time to time.

5. Guardian. If it becomes necessary to appoint a guardian of the Principal's person or estate, the Principal hereby nominates RANDOLPH E. O'DONNELL to serve in that capacity.

6. Effectiveness. This power of attorney shall become effective upon execution, and shall continue through any disability or incompetence of the principal.

7. Duration. The Power of Attorney becomes effective as provided in Paragraph 6 above and shall remain in effect to the extent permitted by RCW 11.94 or until revoked or terminated under Paragraph 8 or 9 below, notwithstanding any uncertainty as to whether the principal is dead or alive.

8. Revocation. This Power of Attorney may be revoked, suspended, or terminated in writing by the Principal with written notice to the designated attorney in fact and by recording the written instrument of revocation in the office of the recorder or auditor of Skagit County, Washington.

9. Termination.

9.1 By Appointment of Guardian. The appointment of a full guardian for 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 or of a limited guardian without the specified power to revoke, suspend or terminate does not empower the guardian or limited guardian to revoke, suspend or terminate this Power of Attorney.

9.2 By Death of Principal. The death of a principal shall be deemed to revoke this Power of Attorney upon actual knowledge or actual notice being received by the attorney in fact.

10. Durable Nature. All acts done by the attorney-in-fact during any period of the Principal's disability, incapacity or uncertainty as to whether the Principal is dead or alive shall have the same effect and inure to the Principal's benefit and bind the Principal or the Principal's guardians, heirs, beneficiaries, and personal representatives as if the Principal were alive, competent and not disabled. This power of attorney shall not be affected by the disability of the Principal.

11. Successor. If for any reason RANDOLPH E. O'DONNELL declines, fails, resigns or for any reason cannot serve as attorney-in-fact, I hereby appoint JULIE S. MOORE as my attorney-in-fact hereunder, with all of the rights and powers of the original attorney-in-fact and with full power of substitution in the premises. If for any reason both RANDOLPH E. O'DONNELL and JULIE S. MOORE declines, fails, resigns or for any reason cannot serve as co-attorney-in-fact, I hereby appoint ALLYSON C. PEDERSON as my attorney-in-fact hereunder, with all of the rights and powers of the original attorney-in-fact and with full power of substitution in the premises. If for any reason RANDOLPH E. O'DONNELL, JULIE S. MOORE and ALLYSON C. PEDERSON declines, fails, resign or for any reason cannot serve as attorney-in-fact, I hereby appoint PAUL G. O'DONNELL as my attorney-in-fact hereunder, with all of the rights and powers of the original attorney-in-fact and with full power of substitution in the premises.

10. Indemnity. The Principal and the Principal's estate shall hold harmless and indemnify the attorney-in-fact from all liability for acts (or omissions) done in good faith and not in fraud of the Principal, provided, however, this indemnity shall not extend to acts or omissions constituting gross negligence or intentional wrongdoing.

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

12. Governing Law. This power of attorney shall be governed, construed and interpreted in accordance with the internal laws of the State of Washington, without regard to choice of law or conflicts of law principles.

IN WITNESS WHEREOF, I have hereunto set my hand in the State of Washington this 26th day of May, 2016.

Patricia H. O'Donnell

PATRICIA H. O'DONNELL

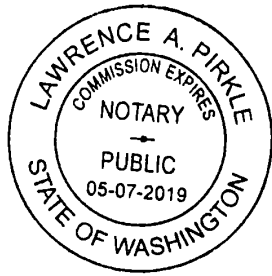
Address: *1120 No. 12th Pl.*
Mt. Vernon, WA 98273

SS#: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that PATRICIA H. O'DONNELL 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 this 26th day of May, 2016.



LAWRENCE A. PIRKLE

[Signature]

NOTARY PUBLIC in and for the
State of Washington,
Residing at Mount Vernon
My appointment expires: 5/7/19

AFFIDAVIT OF SUBSCRIBING WITNESSES

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

The undersigned, being of lawful age and competent witnesses, and being fully and duly sworn on oath, state as follows:

That we reside in the State of Washington and that we are over the age of eighteen years and are the subscribing witnesses of the Immediate Power of Attorney for Financial Decisions for PATRICIA H. O'DONNELL on the 26th day of May, 2016.

That the said instrument was signed and executed by the Principal at Mount Vernon, County of Skagit, State of Washington, on the above date said instrument bears, in our presence, and that the said Principal thereupon published the said instrument and requested us in attestation thereof to subscribe our names as witnesses to said instrument.

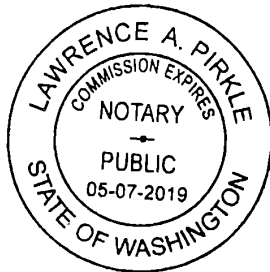
That we then and there, in the presence of the said Principal and each other, subscribed our names as witnesses to said instrument.

At the time of executing said instrument, the Principal was of the age of majority and was of sound and disposing mind and not acting under duress, menace, fraud, undue influence or misrepresentation.

This Affidavit is made at the request of the Principal.

[Handwritten signature of Anita L. DeLeon]
[Handwritten signature of Judy A. Olson]

SUBSCRIBED AND SWORN to before me this 26th day of May, 2016.



LAWRENCE A. PIRKLE
[Handwritten signature of Lawrence A. Pirkle]
NOTARY PUBLIC in and for the
State of Washington
Residing at Mount Vernon
My Commissions Expires: 5/7/19