

POOR ORIGINAL

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Skagit County Auditor, WA

After Recording, please return to:

Land Title and Escrow Company
3010 Commercial Avenue
Anacortes, WA 98221

202601-LT

Recording Cover Page

Document Title(s) (for transactions contained therein): Power of Attorney
Reference Number(s) of Documents assigned or released: (on page __ of documents(s))
Grantor(s) Dwight A. Dudley II
Additional Names on page __ of document. Grantee(s) Luke Thomson
Additional Names on page __ of document. Legal Description (abbreviated i.e. lot, block, plat or section, township, range) Unit 903, Cove on Fidalgo Bay Phase 1, a Condo
Additional legal is on page __ of document. Assessor's Property Tax Parcel/Account Number 4800-000-903-0000/P119503
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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POWER OF ATTORNEY OF DWIGHT A. DUDLEY, II

Appointment of Agent

I, Dwight A. Dudley, II, of Bend, Oregon, do hereby make, constitute, and appoint the following, in the order named, as my agent and attorney-in-fact (my "Agent"), upon the terms and conditions described below: (1) my spouse, Toni M. Dudley, also of Bend, Oregon; (2) my brother-in-law, Steve Bartholf, of Gilbert, Arizona; (3) my brother-in-law, Sheldon Bartholf, of Ogden, Utah; (4) my nephew, Luke Thomson, of Tulsa, Oklahoma; or (5) the appointee or appointees of the last acting Agent hereunder. If any Agent named above is unable, is unwilling, or ceases to act, the next of them who is available shall act. The right to appoint includes the right to appoint a Co-Agent or Co-Agents to serve with the person making the appointment and the right to appoint a series of successor Agents and Co-Agents. All appointments shall be made by written instrument signed by the person making such appointment.

Effective Only Upon Disability or Incapacity

This Power of Attorney will be effective only in the event of my disability or incompetency. In making a determination as to whether or not I am disabled or incompetent, it is my intention that disability would exist when I am unable to manage my property and affairs effectively for reasons which include, but are not limited to, mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, or disappearance. This disability must be evidenced by a written statement from my regular treating, primary care or attending physician which indicates that, in such physician's opinion, I presently lack the ability to make and communicate business management decisions to those who would be involved in the implementation of them or, alternatively, that I lack the ability to evaluate information which is presented to me, which information is necessary in order to make those business management decisions. Incompetency may also be established by a finding of a court having the jurisdiction to make that determination, or when a guardian or conservator is appointed for me.

Health Information Disclosure Authorization

Pursuant to ORS Chapter 192, as amended, I hereby authorize my Health Care Provider or my regular treating, primary care or attending physician to use and disclose my health

information (as defined in said ORS Chapter 192) that relates to my present and/or future physical or mental health or condition for the purposes of determining my disability or incapacity as those terms are defined herein. The recipient of this health information shall be my Agent as set forth herein. I understand that the information to be disclosed may contain records or information concerning HIV/AIDS, mental health, and drug and alcohol diagnosis and treatment if necessary to determine my incapacity or disability. I understand that the information to be used or disclosed pursuant to this authorization may be subject to redisclosure and no longer protected under federal law. However, I also understand that federal or state law may restrict redisclosure of HIV/AIDS information, mental health information and drug and alcohol diagnosis and treatment information. I understand that I do not need to give this authorization and that failing to do so will not adversely affect my ability to receive services or reimbursement for services. I also understand that I may revoke this Power of Attorney and health information disclosure authorization at any time. This authorization to use and disclose health information shall continue until this Power of Attorney is revoked. I intend that this authorization apply to any information governed by the Health Insurance Portability and Accountability Act of 1996, 42 USC Section 1320d et seq., and 45 CFR Parts 160-164, as amended from time to time.

Revocation of Prior Powers of Attorney

I hereby revoke all prior powers of attorney executed by me (other than any power of attorney for health care decisions) and I authorize my agent to deliver a copy of this document to any agent named in any such prior power of attorney and to any third party with whom such former agent may have been dealing.

Enumeration of Powers Granted

If my Agent named above is required to act under this Power of Attorney pursuant to the foregoing, then I give my Agent the power and authority:

1. Possession and Management of Assets. To take possession of, manage, administer, operate, maintain, improve, and control all my property, real or personal, to insure and keep the same insured and to pay any and all taxes, charges, and assessments that may be levied or imposed upon any such property. In dealing with real property, my agent may not receive any compensation that would require my agent to be licensed under ORS, Chapter 696 or other applicable law.
2. Collection of Property, Debts and Claims. To collect and receive any money, property, debts, or claims whatsoever, as are now or shall hereafter become due, owing, and payable or belonging to me.
3. Retention and Investment of Assets. To retain any property which comes into the possession of my Agent in the form in which it was received and to make investments and changes of investments in such securities, including common and preferred stocks of corporations, or other property, real or personal, as my Agent in his or her discretion may deem prudent, and to hold my securities in the name of his or her nominee or unregistered in such form that transfer thereof may be effected by delivery.

4. Power to Purchase. To bargain for, buy, and deal in property and goods of every description.
5. Power to Sell. To convey, grant, sell, mortgage, pledge, consign, lease, hypothecate, and in any and every manner deal in and with my property, both real and personal.
6. Financial Institutions. To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor, or broker in my name or in my name and that of any other person or persons and generally to do any business with any such financial institution or agency on my behalf.
7. Expenditures for Care and Maintenance. To make expenditures for my care, maintenance, support, and general welfare.
8. Debts and Obligations. To pay my debts and other obligations.
9. Legal Actions and Controversies. To sue upon, defend, compromise, submit to arbitration, or adjust any controversies in which I may be interested, and to act in my name in any complaints, proceedings, or suits with all the powers I would possess if personally present and under no legal disability.
10. Lending and Borrowing. To advance my Agent's own funds on my behalf and to borrow any sums of money on such terms and at such rates of interest as my Agent may deem proper, and to give security for the repayment of the same.
11. Execution and Delivery of Instruments. To make and deliver any deeds, conveyances, contracts, covenants, and other instruments, undertakings, or agreements, either orally or in writing, of whatever kind and nature, including the right to supply the legal description of any real property involved in any of the foregoing documents, which my Agent in his or her discretion shall deem to be for my best interests.
12. Checks, Drafts, and Notes. To sign, endorse, sell, discount, deliver, and/or deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any payments to me drawn on the Treasury of the United States or the State of Oregon or any other state or governmental entity, and to accept drafts.
13. Voting Rights. To exercise all rights, including voting and proxy rights, with respect to corporate securities, partnership interests, limited liability companies, proprietorships, co-tenancies and any other business enterprise in which I now own or hereafter acquire.
14. Business Interests. To continue the operation of any business in which I have an interest, and discharge all responsibilities associated therewith.
15. Safe Deposit Boxes. To have access to any safe deposit box which has been rented in my name, or in my name and that of any other person or persons, and to add to or remove from the contents of any such safe deposit box.
16. Public Benefits. To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlement for my benefit and the benefit of my spouse from Social Security, Medicare, and military service; to make any decisions which my Agent may, in his or her own discretion, determines necessary for disposing of or transferring

my property in order to effect the best result possible for my entitlement to public services or benefits.

17. **Digital Assets.** My Agent may take any action (including, without limitation, assuming or amending a terms-of-service agreement or other governing instrument) with respect to my Digital Assets, Digital Devices, or Digital Accounts as my Agent shall deem appropriate, and as such shall be permitted under applicable state and federal law. My Agent may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants, or third party, as necessary or appropriate to effectuate such actions with respect to my Digital Assets, Digital Devices, or Digital Accounts, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset, or recover any password or other kind of authentication or authorization. This authority is intended to constitute "lawful consent" to any service provider to divulge the contents of any communication or record under the Stored Communications Act (current codified as 18 U.S.C. § 2701, et seq.), the Computer Fraud and Abuse Act (currently codified as 18 U.S.C. § 1030), and any other state or federal law relating to Digital Assets, data privacy, or computer fraud, to the extent such lawful consent may be required. My Agent shall be an authorized user for purposes of applicable computer-fraud and unauthorized-computer-access laws. The authority granted under this Paragraph is intended to provide my Agent with full authority to access and manage my Digital Assets, Digital Devices, or Digital Accounts, to the maximum extent permitted under applicable state or federal law and shall not limit any authority granted to my Agent under such laws. The following definitions and descriptions shall apply under this Power of Attorney to the authority of my Agent with respect to my Digital Assets and Digital Accounts:

a. "Digital Assets" shall be any electronic record that is defined as a "Digital Asset" under the Oregon Revised Uniform Fiduciary Access to Digital Assets Act, together with any and all files created, generated, sent, communicated, shared, received, or stored on the Internet or on a Digital Device, regardless of the ownership of the physical device upon which the digital item was created, generated, sent, communicated, shared, received, or stored (which underlying physical device shall not be a "Digital Asset" for purposes of this Power of Attorney).

b. A "Digital Device" is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information, including, without limitation, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, cameras, electronic reading devices, and any similar digital device that currently exists or may exist as technology develops or such comparable items as technology develops.

c. "Digital Account" means an electronic system for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information that provides access to a Digital Asset stored on a Digital Device, regardless of the ownership of such Digital Device.

For the purpose of illustration, and without limitation, Digital Assets and Digital Accounts shall include email and email accounts, social network content and accounts, social media content and accounts, text, documents, digital photographs, digital videos, software, software licenses, computer programs, computer source codes, databases, file sharing accounts, financial accounts, health insurance records and accounts, health care records and accounts, domain

registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online store accounts and affiliate programs, and other online accounts that currently exist or may exist as technology develops, or such comparable items and accounts as technology develops, including any words, characters, codes, or contractual rights necessary to access such items and accounts.

18. Custody of Important Papers. To take custody of my Will, deeds, life insurance policies, contracts, securities, or other important papers.

19. Reformation of Estate Planning Documents. If any of my estate planning documents prove to be defective after my incompetency, to reform any such estate planning documents, other than Wills, but only to the extent necessary to cure such defect, for example, (i) to clarify the meaning of any provision so as to avoid the necessity of instructions by a court; (ii) to alter or add to the administrative provisions for the better accomplishment of the document's purposes; or (iii) to conform any provision to laws or regulations (including any provision of the Internal Revenue Code of 1986 or any regulations promulgated thereunder ["IRC"]) affecting the federal or state transfer tax consequences of any such estate planning document.

20. Establishment of a Revocable Trust. To execute a revocable trust agreement with such trustee or trustees as my Agent shall select, and including such terms and dispositions as my Agent determines to be (a) reasonable and appropriate and (b) consistent with the provisions of my existing estate plan, if any; and to deliver and convey any or all of my assets to the trustee thereof.

21. Trust Funding. To add any or all of my assets to any trust already in existence of which I am the settlor and a primary beneficiary.

22. 529 Plans. To contribute to, withdraw and exercise all participant rights in all accounts established for education expenses under Section 529 of the IRC.

23. Mail. To redirect my mail.

24. Email. To access and cancel my email account(s).

25. Credit Cards. To cancel or continue my credit cards and/or any credit or charge accounts.

26. Tax Matters. To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift excise, sales and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, including consents, extensions, elections, settlements, claims, split gifts, closing agreements and any Power of Attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 1986 and 2086; to pay taxes due, post bonds, receive confidential information and contest deficiencies; to represent me or obtain professional representation for me (including but not limited to the appointment of an agent or attorney-in-fact to handle matters on my behalf with the relevant taxing authority) in all tax matters and proceedings of all kinds and for all periods between the year 1986 and 2086 before all officers of the Internal Revenue Service and state and local authorities.

27. Beneficiary Designations. To 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. This power includes the power to designate my Agent as a beneficiary if my Agent is a beneficiary under my existing estate plan.

28. Retirement Plans. To act on my behalf in dealing with my pension and retirement plans, including the power to make IRA contributions, IRA roll overs, voluntary contributions, borrow from any retirement plan, elect or select pay out options, and take any other steps which I might take on my own behalf with regard to my retirement and/or IRA/pension plans, to include, but not be limited to, creating, contributing to, withdrawing, rolling-over and exercising all participant rights, including settlement options and beneficiary designations (subject to the provisions of Paragraph 27 above), in all retirement and deferred compensation plans, IRA's and employee benefit plans.

29. Insurance Coverage. To continue or terminate life insurance policies now or hereafter owned by me on either my life or the lives of others; to select any options under such policies; to designate beneficiaries under such policies (subject to the provisions of Paragraph 27 above); to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support.

30. Charitable Gifts. To continue to make charitable gifts to any one or more charities to which deductible contributions may be made under Section 170(c) of the IRC (or any replacement provision) in accordance with my prior giving practices provided that such gifts qualify for the federal charitable deduction that may be in effect from time to time.

31. Release of Powers and Property. To renounce or resign from any fiduciary position to which I have been appointed or elected; to renounce and disclaim any property or interest in property or powers to which I may become entitled (including the authority to make a qualified disclaimer with respect to any interest in all or any portion of any property); to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts (including the right to alter, amend, revoke or terminate) and to exercise any right to claim an elective share in any estate or under any will.

32. General Powers to Carry Out the Foregoing Provisions. For me and in my name generally, to do and perform all and every act and thing whatsoever requisite, desirable, or necessary to be done in order to conduct, manage, and control all my business and my property, wherever situated and whether now owned or hereafter acquired, as my Agent may deem to be in my best interests, and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, including but not limited to the authority to appoint and substitute any agents or attorneys-in-fact for any or all of the purposes stated herein and to name additional successor agents to act hereunder (so long as any such appointment is not inconsistent with the provisions hereof and the appointments made by me herein), and to revoke such authority.

Release and Hold Harmless

I hereby release and hold harmless all third persons from responsibility for the acts and omissions of my said Agent and empower my said Agent to indemnify all such persons against loss, expense, and liability.

Administrative Provisions

Third persons may rely upon the continued validity of this Power of Attorney until receiving actual knowledge of its revocation.

The titles and captions used in this Power of Attorney are for convenience of reference only and shall not be construed to have any legal effect. All questions pertaining to validity, interpretation, and administration of this Power of Attorney shall be determined in accordance with the laws of the State of Oregon.

I expressly declare that I am familiar with the provisions of ORS 127.005 and that the powers of my Agent herein described shall be exercisable by my said Agent on my behalf notwithstanding that I may become legally disabled or incompetent.

IN WITNESS WHEREOF, I have hereunto set my hand this 23 day of June, 2017.

Dwight A. Dudley, II
Dwight A. Dudley, II

STATE OF OREGON)

) ss.

County of Deschutes)

This Power of Attorney was acknowledged before me on this 23 day of June, 2017, by Dwight A. Dudley, II.



Jenny Love
Notary Public for Oregon

On the date of the foregoing Power of Attorney of Dwight A. Dudley, II, I saw him sign it. Upon his declaration that it was his Power of Attorney, I signed my name below as witness.

Heather J. Turk
Heather J. Turk

Ryan P. Correa
Ryan P. Correa