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PT20-66322

2 of 3

Prepared by and mail to:

Gassman, Crotty &

Denicolo, P.A.

1245 Court St.

Clearwater, FL 33756

Property Address:

66 Meadowview Dr.

Northfield, IL 60093

Plat: 05-30-201-023-0000



Doc# 2105019032 Fee \$88.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/19/2021 11:42 AM PG: 1 OF 22

POA COVER SHEET
AND

LEGAL DESCRIPTION

Parcel 1:

Lot 8 in Schildgen's Meadow View Subdivision op part of Lots 1, 2 and 3 in Schildger's Subdivision of the Northeast 1/4 and the North 10 chains of the Southeast 1/4 of Section 30, Township 42 North Range 33, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Perpetual easement for the benefit of Parcel 1 as shown on the plat of said Subdivision recorded May 24, 1949 as Document 14,558,082 and as created by deed from William J. Schildgens as Trustee under Trust Agreement dated January 22, 1954 and known as Trust No. 1 to John R. Skinner, Brent E. Nilsson and Allen . Mitchell, co-partners, doing business as Suburban Associates, dated December 8, 1954 and recorded March 23, 1955 as Document 16,183,227 for ingress and egress over the 40 foot private road falling partly within the Southerly, Southeasterly and Easterly part of Lot 8 (except that part of said road falling within said Lot 8) and all of that part of said private road falling North of the North line of said Lot 8, as extended to the east line of said private road, in Cook County, Illinois.

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DURABLE POWER OF ATTORNEY

I, MARGARET A. BARRETT, the principal, currently a resident of Florida, hereby designate my brother, EARL E. HORTON, JR., as my attorney-in-fact and Agent (subsequently called my Agent) to act in my name and for my benefit. My Agent or Agents, as appointed above, or the alternate or alternates provided for under the following paragraph below, if applicable, shall have the powers enumerated below, provided that such powers bestowed upon my Agent shall not be reduced or limited in any manner solely by reason of the fact that my Agent is an ancestor, spouse, or descendant of mine.

If my brother, EARL E. HORTON, JR., is unable or unwilling to serve as my Agent due to health, incapacity or resignation, then I appoint my son, PETER M. BARRETT, as my attorney-in-fact and Agent. If my son, PETER M. BARRETT, is unable or unwilling to act as my successor Agent due to health, incapacity or resignation, I appoint TERI CONKLIN as my attorney-in-fact and Agent.

Any third party may rely upon the representation made by any individual named above, that any other individual is unable or unwilling to act, in order to avoid delay and inconvenience with respect to use of this instrument.

1. **GENERAL GRANT OF POWER** I hereby grant to my Agent or Agents the power to exercise or perform, without prior court approval, any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted. This Durable Power of Attorney is not terminated by subsequent incapacity of the principal except as provided in Chapter 709, Florida Statutes, and shall apply to any interest in property owned by me, including, without limitation, my interest in all real property, including homestead real property; all personal property, tangible or intangible; all property held in any type of joint tenancy, including a tenancy in common, joint tenancy with right of survivorship, or a tenancy by the entirety; all property over which I may hold a general, limited or special power of appointment; choices in action; and all other contractual or statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled. I also authorize my Agent to provide services other than those rendered as an Agent under this Power of Attorney, such as driving for me, performing errands for me, and rendering such other services separate and apart from serving as Agent.

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(a) POWERS OF COLLECTION AND PAYMENT. To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, tangible or intangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may have hereafter acquired an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;

(b) POWER TO ACQUIRE, SELL AND TRANSFER. To acquire, purchase, exchange, grant options to sell, and sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my Agent shall deem proper;

(c) MANAGEMENT POWERS. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper;

(d) MOTOR VEHICLES. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

(e) BUSINESS INTERESTS. To conduct or participate in any lawful business of whatever nature for me and in my name, execute partnership agreements and amendments thereto, incorporate, reorganize, merger, consolidate, recapitalize, sell, liquidate, or dissolve any business, elect or employ officers, directors and agents, carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercising voting rights with respect to stock, either in person or by proxy, and exercise stock options;

(f) TAX POWERS. To act without limitation on my behalf with regard to federal income taxes, state and local income taxes, gift and other tax returns of all sorts, including where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns 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

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consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. §2032A, or any successor section thereto and consents to split gifts and closing agreements, for all tax periods and for all jurisdictions; to complete Internal Revenue Service Form 2848, Power of Attorney and Declaration of Representative (or other prescribed form) on my behalf as well as to perform all other functions contemplated by that form whether they are required or merely permissible; to consent to any gift and to utilize any gift-splitting provisions or other tax election; to prepare, sign and file any claims for refund of any tax; to post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any state or local taxing authority; to exercise any and all elections that I may have under federal, state or local tax laws including without limitation the allocation of any generation-skipping tax exemption to which I may be entitled; and to the extent that I may have omitted some power or discretion, I hereby grant to my attorney-in-fact the power to amend the Internal Revenue Service form power of attorney (presently Form 2848 or 2848-D) in my name;

(g) SAFE DEPOSIT BOXES AND DIGITAL ASSETS. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

Further, my Agent may take any action with respect to my Digital Assets as my Agent deems necessary or appropriate, including, but not limited to, exercising control over, exercising any right with respect to, and changing a governing instrument affecting such Digital Assets, Digital Accounts and Digital Devices. My Agent may engage experts or consultants, and may delegate authority to such experts or consultants, as necessary or appropriate to effectuate such actions with respect to my Digital Assets, including, but not limited to, 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. For purposes of this instrument, "Digital Assets" shall include files stored on my Digital Devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, and any similar Digital Device which currently exists or may exist as technology develops or such comparable items as technology develops.

The term "Digital Assets" also includes but is not limited to emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops, regardless of the ownership of the physical device upon which the digital item is stored.

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The term "Digital Accounts" shall mean any and all accounts, contractual agreements and other relationships with third parties that provide Internet services and may have digital information, including but not limited to Facebook, Instagram, YouTube, and other Internet programs, phone applications and similar arrangements.

The term "Digital Devices" shall include my cellular phone, any iPad or similar product, and any laptop computer, stationary computer, watch, or other product from which Digital Assets and Digital Accounts are provided, accessed or otherwise;

(h) BANKING POWERS. To make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted, and to have the authority to conduct banking transactions as provided in Section 709.2208(1), Florida Statutes;

(i) MEDICAL DECISIONS. In the event of my incapacity or incompetency, I specifically authorize my Agent to provide medical attention and services for me, including choice of a physician; choice of a hospital or nursing home; the unrestricted power to determine upon the advice of a physician whether I am in need of surgery, and at the sole discretion of my Agent, to authorize or withhold surgery or other medical or life supporting treatment; and also to provide such other care, comfort, maintenance and support as my Agent may determine. In addition to, and without limiting the foregoing medical related powers, I hereby further designate that the Agent appointed and serving under this document shall be considered as my Health Care Surrogate to make health care decisions for me and to provide informed consent if I am incapable of making health care decisions or providing informed consent as set forth in Florida Statute 765 to authorize my Agent to make various property related decisions on my behalf, which may relate to my health care. Accordingly, I confirm that in connection therewith, my Agent shall be treated as my personal representative for all purposes relating to my Protected Health Information, as provided in 45 C.F.R. §164.502(g)(2).

I have provided my Agent or Agents with this right to make medical decisions to apply in case the separate Health Care Power of Attorney and/or similar documents that I have in the past executed are for any reason not applicable or if the Agent or Agents appointed under any separate Health Care Power of Attorney are unable, unwilling, or unavailable to act on my behalf. Notwithstanding this purpose, no physician, hospital, nursing home, or other entity or facility shall be required to verify whether there is any Health Care Power of Attorney or other instrument or document in place and may assume that my Agent or Agents herein appointed and serving under this document has the full power and authority provided in the above paragraph;

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(j) EXERCISE HEALTH CARE INFORMATION RELEASE RIGHTS. I intend that any Agent serving under this document shall be my health care representative within the meaning of, and have all of the same rights as I have under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320(d) and 45 C.F.R. §§160-164, and any health care provider or facility may rely upon any oral or written statement from an individual named under this document as Agent or alternate Agent that they are acting on my behalf in order to receive such information.

(k) SPECIAL POWERS. I recognize that, under the Florida Statutes for Powers of Attorney executed after September 30, 2011, I must specifically initial or sign below each power enumerated below that would be given to my named Agent(s).

These powers are as follows, and such of the following powers and authority below which I have initialed or signed shall be granted to my Agent(s), including my successor Agent(s), provided that if I have not initialed or signed below one or more of the following particular powers, then I intend to not provide such power and grant such authority to my Agent(s):

(1) To create an inter vivos trust on my behalf and to fund such inter vivos trust or to fund a previously established inter vivos trust so long as such trust does not interfere with any existing testamentary plan of mine, provided that my Agent may not amend, alter or revoke any inter vivos trust agreement that I have already created up through the date of signature of this Power of Attorney, unless any such trust agreement is otherwise amended before my incapacity to specifically provide otherwise, it being my present intention not to execute any trust agreement that would allow my Agent to amend, alter or revoke it. In the interest of thoroughness, my Agent shall also have the following powers with respect to inter vivos trusts:

(i) to execute a new revocable trust agreement on my behalf with such trustee(s) as my Agent shall select. The revocable trust shall provide that during my lifetime the trustee(s) shall distribute income or principal as I direct or as the trustee(s) shall determine for my benefit. At my death, the remaining trust assets shall be distributed in the same manner as would otherwise apply under my existing testamentary estate plan. Any such Trust shall provide that I may amend or revoke the trust at any time. My Agent is further authorized to assign, transfer, deliver, and convey any or all of my assets, including any rights to receive income or assets from any source, to the trustee(s) of any revocable trust created by my Agent or by me.

(ii) to transfer an interest of the principal in real property, investments, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the principal as settlor;

(iii) to amend or revoke any trust over which I hold the right or power to amend or revoke, provided, however, my Agent shall have no authority to amend or revoke any trust created by me, unless any such trust agreement is otherwise amended before my incapacity to specifically provide otherwise, it being my present intention not to execute any trust agreement that would allow my Agent to amend, alter or revoke it.

(iv) to petition the appropriate court on my behalf to establish and fund a 42 U.S.C. 1396p (d)(4)(A) special needs trust (hereinafter "special needs trust") for my benefit.

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(v) to execute a 42 U.S.C. 1396p (d)(4)(C) pooled trust sub-account (hereinafter "pooled trust sub-account") joinder agreement on my behalf with the Commonwealth Community Trust or similar non-profit organization.

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(2) To make gifts, grants or transfers, including transfers to benefit others, even if these gifts, grants or transfers do not benefit me, including the following:

Making transfers exceeding the federal gift tax annual exclusion under Internal Revenue Code Section 2503(b), 26 U.S.C. §2503(b), as amended, as amended (currently \$15,000 per donee per year), and including forgiving debt or other obligations owed to me, completing charitable pledges, whether or not legally enforceable, and making transfers either outright or in trust to such persons or organizations as my attorney-in-fact shall deem appropriate, including, without limitation, the following actions: (i) to take advantage of the annual exclusion under federal gift tax law provided such gifts are reasonable to all concerned; (ii) to pay for tuition, medical care, or both, for my descendants, provided however, such payments shall be made directly to the entity or individual providing such services, and such payments shall not be subject to the federal gift tax; (iii) transfer by gift in advancement of a bequest or devise to beneficiaries under my Will or inter vivos trust agreement; (iv) release of any life interest, or waiver, renunciation, or declination of any gift to me by will, trust or deed; (v) to make unlimited gifts to my spouse, if any, if such spouse is a United States citizen; and (vi) in the event that I become a resident of a long term care facility, the power to gift and to complete the transfer of my interest in my primary residence to one or more family members. Notwithstanding the above, no such gift, grant or transfer may be made to or for the benefit of my Agent unless either (i) if I am not incompetent or incapacitated, my Agent has obtained my prior written consent, or if I am not capable of giving consent due to my incompetence or incapacity, then the prior written consent of the adult beneficiaries who would receive ownership or who would be the Primary Beneficiaries of any Trusts established with the majority of the assets passing under the residuary estate under my Will or Revocable Trust; or (ii) it is approved by an independent attorney-in-fact appointed by a Court of competent jurisdiction after due notice to my adult descendants or other Primary Beneficiaries under my estate plan. The decision of my Agent as to whether to make a gift and the amount of any gift shall be binding on all of my relatives. In the interest of thoroughness, my attorneys have also provided the following form language that I explicitly hereby approve and which shall be fully applicable by my initials or signature below:

(i) My Agent is authorized to make gifts, grants or other transfers of any of my real or personal property to, or for the benefit of a person, without consideration either outright or in trust (including the forgiveness of indebtedness), including to my Agent, including by the exercise of a presently exercisable general power of appointment held by me, subject to the following conditions and limitations:

A. The aggregate amount of gifts in any calendar year with respect to a particular donee may exceed the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b), 26 U.S.C. §2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, and if my spouse agrees to consent to a split gift pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §2513, as amended in an amount per donee may exceed twice the annual federal gift tax exclusion limit; and

B. consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §2513, as amended to the splitting of a gift made by my spouse in an amount per donee may exceed the aggregate annual gift tax exclusions for both spouses.

(ii) My Agent may make a gift of my property only as the Agent determines is consistent with my objectives if actually known by the Agent and, if unknown, as the Agent determines is consistent with my best interest based on all relevant factors, including:

A. the value and nature of my property;

B. my foreseeable obligations and need for maintenance;

C. minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes;

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D. eligibility for a benefit, a program, or assistance under a statute or regulation; and

E. my personal history of making or joining in making gifts.

(iii) I direct my Agent, other than my spouse, to give notice and an accounting of any gifts made by my Agent under this Power of Attorney to any individual other than my spouse or a descendant of mine 15 days prior to making a gift of any of my assets. This requirement is in addition to any other requirements for gifts in this Power of Attorney.

(iv) I further authorize my Agent to make gifts to charities, provided that such gifts qualify for a charitable deduction under the income and gift tax provisions of the Internal Revenue Code as from time to time amended.

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(3) To establish, change, close, or convert a custodian, pay on death, or any other type of investment or money holding account or arrangement with any bank, trust company, investment broker, or other securities dealer, including any beneficiary designation or survivorship features related thereto; to have the authority to conduct investment transactions as provided in Section 709.2208(2), Florida Statutes.

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(4) To make on my behalf any and all statutory elections and disclaimers available to me at law; and to exercise or disclaim any rights that I may hold with respect to a general, limited or special power of appointment, provided that my Agent may not exercise any such power of appointment in favor of, or for the benefit of, my Agent unless either (i) if I am not incompetent or incapacitated, my Agent has obtained my prior written consent, or if I am not capable of giving consent due to my incompetence or incapacity, then the prior written consent of the adult beneficiaries who would receive the majority of the assets subject to the power of appointment in question if such power of appointment was not exercised; or (ii) it is approved by an independent attorney-in-fact appointed by a court of competent jurisdiction.

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(5) To deal with all retirement plans of which I am a member including individual retirement accounts, rollovers, and voluntary contributions; to direct any pension fund, insurance,

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or annuity company, the United States Social Security Administration, or any other party making payments to me to make such payments directly to a financial institution for direct deposit into my account; to create or change any beneficiary designation relating to any such accounts, plans or assets referenced in this paragraph; and to waive any rights that I might have to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

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(6) To create and change the ownership and survivorship rights relating to any interest in property owned by me, including, without limitation, my interest in all real property, including homestead real property; all personal property, tangible or intangible; all property held in any type of joint tenancy, including a tenancy in common, joint tenancy with right of survivorship, or a tenancy by the entirety.

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(7) To lend money and property to any spouse or descendants of mine on such terms, including, but not limited to, interest rates, security, and duration as my Agent may deem advisable. Additionally, my Agent may make loans at interest rates below market levels. My Agent shall not lend money to himself or herself at interest rates below market levels.

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(I) MISCELLANEOUS POWERS.

(i) To apply for public benefits on my behalf with any federal, state or local agency, without restriction, and to receive and apply such benefits on my behalf; to maximize my entitlement to federal and state medical, welfare, housing and other programs, by all legitimate and proper means within the sound and trusted discretion of my attorney-in-fact. The authority herein granted shall include, but not be limited to, converting my assets into assets that do not disqualify me from receiving such benefits, and the power to create, fund and maintain an Income Trust pursuant to 42 U.S.C. §1396(d)(4)(B) in order to qualify me for Medicaid or other public assistance benefits. I also empower my Agent to share and distribute any and all such information;

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(ii) To retain such accountants, attorneys, social workers, consultants, clerks, employees, workmen, or other persons as my Agent shall deem appropriate in connection with the management of my property and affairs and to make payments from my assets for the charges of such persons so employed.

(iii) To execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my name or a nominee's name.

(iv) To convey or mortgage homestead real property.

(v) Notwithstanding anything in this instrument to the contrary, my Agent shall have no power or authority with respect to any incidents of ownership or rights which I own in any life insurance policy insuring the life of my Agent.

(vi) To represent me in any receivership or bankruptcy or other Court proceeding of a similar nature as my truly authorized Agent, attorney-in-fact, or proxy.

(vii) To waive any conflict of interest that may arise between my Agent and any lawyer or other professional who has worked for me during my lifetime, both on my behalf, and on my Agent's behalf, it being my intention to avoid unnecessary expenses and delays that might occur as the result of my Agent having to obtain independent legal counsel, unless or until otherwise advised. Nevertheless, my Agent shall have the power to hire independent legal counsel to advise him or her and shall be entitled to reimbursement related to such independent legal counsel.

(viii) To execute, on my behalf, any instrument which may be requisite or expedient to effectuate any result or thing pertaining to my property or to me.

(m) To perform the powers that are listed below, with any duplication of powers being construed to most fully expand, and not limit, the authority and authorizations herein provided:

1. General Authority – the power to:

1.1 demand, receive, and obtain by litigation or otherwise, money or another thing of value to which the principal is, may become, or claims to be entitled, and conserve, invest, disburse, or use anything so received or obtained for the purposes intended;

1.2 contract in any manner with any person, on terms agreeable to the Agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by or on behalf of the principal;

1.3 execute, acknowledge, seal, deliver, file, or record any instrument or communication the Agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of the principal's property and attaching it to the power of attorney;

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1.4 initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in favor of or against the principal or intervene in litigation relating to the claim;

1.5 seek on the principal's behalf the assistance of a court or other governmental agency to carry out an act authorized in the power of attorney;

1.6 engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;

1.7 prepare, execute, and file a record, report, or other document to safeguard or promote the principal's interest under a statute or regulation;

1.8 communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality, on behalf of the principal;

1.9 access communications intended for, and communicate on behalf of the principal, whether by mail, electronic transmission, telephone, or other means; and

1.10 do any lawful act with respect to the subject and all property related to the subject.

2. Real Property – the power to:

2.1 demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;

2.2 sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property including my residence or a right incident to real property;

2.3 pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;

2.4 release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;

2.5 manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including:

2.5.1 insuring against liability or casualty or other loss;

2.5.2 obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;

2.5.3 paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and

2.5.4 purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;

2.6 use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property or incident to which the principal has, or claims to have, an interest or right;

2.7 participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:

2.7.1 selling or otherwise disposing of them;

2.7.2 exercising or selling an option, right of conversion, or similar right with respect to them; and

2.7.3 exercising any voting rights in person or by proxy;

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2.8. change the form of title of an interest in or right incident to real property; and

2.9. dedicate to public use, with or without consideration, easements or other real property in which the principal has, or claims to have, an interest.

3. Tangible Personal Property – the power to:

3.1. demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;

3.2. sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property;

3.3. grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;

3.4. release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property;

3.5. manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including:

3.5.1. insuring against liability or casualty or other loss;

3.5.2. obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;

3.5.3. paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;

3.5.4. moving the property from place to place;

3.5.5. storing the property for hire or on a gratuitous bailment; and

3.5.6. using and making repairs, alterations, or improvements to the property; and

3.6. change the form of title of an interest in tangible personal property.

4. Investments – the power to:

4.1. establish, continue, modify, or terminate an account with respect to investments;

4.2. pledge investments as security to borrow, pay, renew, or extend the time of payment of a debt of the principal;

4.3. receive certificates and other evidences of ownership with respect to investments; and

4.4. exercise voting rights with respect to investments in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

5. Special Investments – the power to:

5.1. buy, sell, exchange, assign, settle, and exercise commodity future contracts and call or put options on stocks or stock indexes traded on a regulated option exchange.

6. Banks and Other Financial Institutions – the power to:

6.1 continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal;

6.2. establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association,

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credit union, thrift company, brokerage firm, or other financial institution selected by the Agent;

6.3. contract for services available from a financial institution, including renting a safe deposit box or space in a vault;

6.4. withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution;

6.5. receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;

6.6. enter a safe deposit box or vault and withdraw or add to the contents;

6.7. borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;

6.8. make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay it when due;

6.9. receive for the principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;

6.10. apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and

6.11. consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

7. Operation of Entity or Business – the power to:

7.1 operate, buy, sell, enlarge, reduce, or terminate an ownership interest;

7.2. perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have;

7.3. enforce the terms of an ownership agreement;

7.4. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest;

7.5. exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds;

7.6. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party concerning stocks and bonds;

7.7. with respect to an entity or business owned solely by the principal:

7.7.1. continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of the power of attorney;

7.7.2. determine:

7.7.2.1. the location of its operation;

7.7.2.2. the nature and extent of its business;

7.7.2.3. the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;

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- 7.7.2.4. the amount and types of insurance carried; and
- 7.7.2.5. the mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors;
- 7.7.3. change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and
- 7.7.4. demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;
- 7.8. put additional capital into an entity or business in which the principal has an interest;
- 7.9. join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;
- 7.10. sell or liquidate all or part of an entity or business;
- 7.11. establish the value of an entity or business under a buy-out agreement to which the principal is a party;
- 7.12. prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments; and
- 7.13. pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.
- 8. Insurance and Annuities – the power to:**
- 8.1. continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is beneficiary under the contract;
- 8.2. procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;
- 8.3. pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the Agent;
- 8.4. apply for and receive a loan secured by a contract of insurance; or
- 8.5. surrender and receive the cash surrender value on a contract of insurance or annuity;
- 8.6. exercise an election;
- 8.7. exercise investment powers available under a contract of insurance or annuity;
- 8.8. change the manner of paying premiums on a contract of insurance or annuity;
- 8.9. change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this section;
- 8.10. apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal;
- 8.11. collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity;
- 8.12. select the form and timing of the payment of proceeds from a contract of insurance or annuity;

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8.13. pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment; and

8.14. create or change the beneficiary designation for a contract of insurance or annuity owned by me, provided that my Agent shall not be permitted to change the beneficiary on any life insurance policy or annuity that insures the life of such Agent.

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MARGARET A. BARRETT - Initial

9. Estates, Trusts, and Other Beneficial Interests – the power to:

9.1. accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from the fund;

9.2. demand or obtain money or another thing of value to which the principal is, may become, or claims to be, entitled by reason of the fund, by litigation or otherwise;

9.3. exercise for the benefit of the principal a presently exercisable general power of appointment held by the principal;

9.4. initiate, participate in, submit to, alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal;

9.5. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;

9.6. conserve, invest, disburse, or use anything received for an authorized purpose;

9.7. reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund; and

9.8. withdraw and/or receive income or principal from any trust regarding which I have the right of withdrawal or receipt, to request and receive the income or principal of any trust regarding which the trustee has discretionary authority to make distributions to or on my behalf, and to execute any receipt, release, or other document that may be required of me by such trustee.

10. Claims and Litigation – the power to:

10.1. assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;

10.2. bring an action to determine adverse claims or intervene or otherwise participate in litigation;

10.3. seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;

10.4. make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation;

10.5. submit to alternative dispute resolution, settle, and propose or accept a compromise;

10.6. waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;

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10.7. act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value;

10.8. pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation; and

10.9. receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

11. Personal and Family Maintenance – the power to:

11.1. perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born:

11.1.1 the principal's children;

11.1.2. other individuals legally entitled to be supported by the principal; and

11.1.3. the individuals whom the principal has customarily supported or indicated the intent to support;

11.2. make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party;

11.3. provide living quarters for the individuals described in Section 11.1 by:

11.3.1. purchase, lease, or other contract or

11.3.2. paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals;

11.4. provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including post-secondary and vocational education, and other current living costs for the individuals described in Section 11.1;

11.5. pay expenses for necessary health care and custodial care on behalf of the individuals described in Section 11.1;

11.6. act as the principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, U.S.C. Section 1320d, as amended, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the principal or anyone authorized under the law of this state to consent to health care on behalf of the principal;

11.7. continue any provision made by the principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in Section 11.1;

11.8. maintain credit and debit accounts for the convenience of the individuals described in Section 11.1 and open new accounts; and

11.9. continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations;

11.10. to do all acts necessary to provide me with living quarters by purchase, lease, or other arrangement, or by paying operating costs of my existing residence;

11.11. to provide care providers to assist me with my activities of daily living and health care;

11.12. to provide me with opportunities to engage in recreational activities and travel as my health permits;

11.13. to make necessary arrangements at any hospital, nursing home, assisted living home, or similar facility and to assure that my needs are provided for at such facility;

11.14. if, in the judgment of my Agent, I will never be able to return to my residence from such facility, my Agent may, with respect to any of my tangible personal property that my Agent believes that I will never need again, i) transfer custody and possession (but not title) of the property to the person designated in my will as the recipient of such property, ii) store such property, or iii) sell or otherwise dispose of such

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property on terms that my Agent deems in my best interests;

11.15. if, in the judgment of my Agent, I will never be able to return to my residence from such facility, to give my pet(s) to such person(s) selected by my Agent who will accept them as companion animals;

11.16. to make advance arrangements for my funeral and burial, if I have not previously done so myself; and

11.17. to do all other acts necessary for maintaining my customary standard of living.

12. Benefits from Governmental Programs or Civil or Military Service – the power to:

12.1. execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the individuals described in Section 11.1, and for shipment of their household effects;

12.2. take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

12.3. enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf, a benefit or program;

12.4. prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute or regulation;

12.5. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the principal may be entitled to receive under a statute or regulation; and

12.6. receive the financial proceeds of a claim described in Section 12.4 and conserve, invest, disburse, or use for a lawful purpose anything so received.

13. Retirement Plans – the power to:

13.1. select the form and timing of payments under a retirement plan and withdraw benefits from a plan;

13.2. make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;

13.3. establish a retirement plan in the principal's name;

13.4. make contributions to a retirement plan;

13.5. exercise investment powers available under a retirement plan;

13.6. borrow from, sell assets to, or purchase assets from a retirement plan; and

13.7. create or change the beneficiary designation for a retirement plan.

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14. Taxes –

14.1. My Agent is authorized to prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. Section 2032A, as amended, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years:

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14.2. pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;

14.3. exercise any election available to the principal under federal, state, local, or foreign tax law; and

14.4. act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

15. Charitable Pledges—My Agent is authorized to complete any written charitable pledges I have made, whether legally enforceable or not.

16. Separation or Divorce—My Agent is authorized to limit any support provided to my spouse to that which may be required by law, if I have been legally separated or divorced from such spouse.

17. Elections and Disclaimers—My Agent is authorized to make statutory elections, including, but not limited to, elections under augmented estate, family allowance and homestead property statutes. My Agent is further authorized to renounce, disclaim, or refuse to accept any gift, inheritance, life insurance proceeds or property to which I am entitled.

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 MARGARET A. BARRETT - Initial

18. Providing for Grantor's Disabled or Incapacitated Children—My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time to act with respect to any disabled or incapacitated child of mine who is dependent upon me in whole or in part for support, regardless of age, as follows:

18.1. My Agent may pay to or apply for the benefit for such child such amounts as my Agent, in my Agent's sole and absolute discretion, may from time to time deem necessary or advisable for the satisfaction of such child's special needs. As used herein, "special needs" refers to the requisites for maintaining such child's health, safety and welfare when, in the sole and absolute discretion of the Agent, such requisites are not being provided by any public agency, office or department of any state or of the United States. "Special needs" shall include, but not be limited to, dental expenses, special equipment, programs of training, education, treatment and necessary recreation and entertainment.

18.2. This authorization to my Agent is granted expressly for such child's extra and supplemental care, in addition to and over and above the benefits such child otherwise receives or may receive as a result of such child's handicap or disability from any local, state or federal governmental agency or from any private agencies, any of which provide services or benefits to handicapped persons. It is my express purpose that my Agent exercise this power only to supplement other benefits received by such child.

18.3. It is my intent that my Agent shall ask that my disabled child's guardian or conservator seek support and maintenance for such child from all available public resources, including the Supplemental Income Program (SSI), the Medicaid Program, the Social Security Disability Program (SSD), the Medicare Program, and any additional similar or successor programs available from state, local, private or federal sources. My Agent shall take into consideration the applicable resources and income limitations of any public assistance programs for which such child is eligible when determining whether to make any discretionary distributions.

18.4. It is my further intent that no payments made hereunder by my Agent to such child or for such child's benefit shall be used to supplant or replace public assistance benefits of any county, state, federal or governmental agency that serves persons with disabilities that are the same or similar to the impairments of such child. For purposes of determining my disabled child's eligibility for such benefits, no asset of mine shall be considered available to such child. If any department or agency requests that my Agent make payments for or on behalf of such child for equipment, medication or services that other organizations or agencies are authorized to provide or to petition the Court or any other administrative agency for payment out of my assets or income for this purpose, then my Agent shall deny such request. My Agent is also authorized to contest and defend, including appeals, at my expense, any proceeding in any court of competent jurisdiction (1) seeking to reduce or eliminate such child's eligibility for benefits, (2) seeking reimbursement from me for benefits extended to such child, or any other proceeding for the same or any similar purpose.

18.5. No asset or income of mine shall be paid to or made subject to claims against such child of voluntary or involuntary creditors for the provision of care and services, including residential care, by any public entity, office, department or agency of any state, of the United States or of any other governmental agency.

18.6. Upon my disabled child's death, my Agent may, at his or her discretion, pay the expenses of such child's funeral.

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18.7. If it is determined by a court that the existence of the powers granted in this Section to my Agent renders my disabled child ineligible to receive SSI, Medicaid, or similar governmental benefits, or if by reasons of the grant of such powers, my income or assets are found by a court to be subject to garnishment, attachment, execution or bankruptcy proceedings by any creditor of such child, then the special powers granted to provide benefits for such child herein shall terminate and thereafter be null and void.

18.8. My Agent may delegate to any person selected by my Agent any power I may now or in the future have as parent and/or guardian for such period of time as may be permitted by law.

18.9. To the extent that I am permitted by law to do so, I herewith nominate, constitute and appoint my Agent to serve as guardian for any disabled descendant or person that I am supporting, and if I am not permitted by law to so nominate, constitute and appoint, I request in the strongest possible terms that any court of competent jurisdiction that may receive and be asked to act upon a petition by any person to appoint a guardian or similar representative for such child give the greatest possible weight to this request.

18.10. To provide a care manager to supervise and monitor my disabled child's care upon such terms and conditions as my Agent deems appropriate.

19. Domicile – My Agent is authorized to establish a new residency and domicile for me, in or out of the United States, and to maintain multiple residencies and domiciles, and to acquire or otherwise become eligible and apply for citizenship or citizenship's, all upon such terms and for such purposes as my Agent shall deem appropriate.

20. Redirect Mail – My Agent is authorized to open, read, respond to, and redirect my mail, and to represent me before the U.S. Postal Service in all matters relating to my mail service.

21. Pets – I authorize my Agent to pay the expenses associated with the feeding, care (including veterinary costs), and shelter of my pets, to acquire new pets for me, to transfer ownership or possession of my pets, and to establish any trusts or other arrangements deemed appropriate for the benefit of my pets and my enjoyment and regard for such pets and the descendants thereof. I further authorize my Agent to make a gift of my pet(s) to the individual(s) designated in my estate planning documents to receive said pet(s) at the time of my death.

22. Waiver of Privileges – My Agent is authorized to waive attorney-client, physician-patient, and other similar privileges to permit consultations between my Agent and my attorney, physician, and other advisors.

2. **INTERPRETATION AND GOVERNING LAW.** This instrument is to be construed and interpreted as a general Durable Power of Attorney. The enumeration of specific powers herein granted is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent or as granted by Florida Statute Section 709.2201(2), which Section 709.2201 is hereby incorporated by reference herein. This instrument is executed and delivered in the State of Florida, and the laws of the State of Florida shall govern all questions as to the validity of this power and the construction of its provisions.

3. **THIRD PARTY RELIANCE.** Third parties may rely upon the representations of my Agent as to all matters to any power granted to my Agent, and no person who may act in reliance upon the representation of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power. My Agent shall execute any affidavit as may be required by a third party to verify my Agent's authority to act under this document.

4. **PHOTOCOPIES.** Photocopies or electronically transmitted copies hereof are considered to be equivalent to an originally signed Power of Attorney, as provided in Florida Statute Section 709.2106. A copy of this instrument showing that I have signed it and that it was witnessed

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and notarized shall be the equivalent of an original for any and all purposes. I recognize that I could elect to have an original document required for presentation, and have decided not to.

5. **DISABILITY OF PRINCIPAL.** It is my intent in executing this instrument that the power conferred on my Agent shall be exercisable commencing with the date hereof, notwithstanding any later disability or incapacity that I may suffer, so that this Durable Power of Attorney shall not be affected by disability of the principal except as provided by Florida Statute Chapter 709, Part II.

6. **NONDELEGABILITY.** This Durable Power of Attorney shall be nondelegable except as provided in Florida Statute Section 518.112, relating to investment functions.

7. **RESORT TO COURTS.** In the event that it becomes necessary to resort to court action, I hereby authorize my Agent to seek on my behalf and at my expense:

- (a) A declaratory judgment from any court of competent jurisdiction interpreting the validity of this document or any of the acts authorized by this document, but such declaratory judgment shall not be necessary for my Agent to perform any act authorized by me in this document; or
- (b) A mandatory injunction requiring compliance with my Agent's instructions by any person obligated to comply with instructions given by my Agent; or
- (c) Actual and punitive damages against any person obligated to comply with instructions given by my Agent who negligently or willfully fails or refuses to follow such instructions.

In any judicial action under this section, including, but not limited to, the unreasonable refusal of a third party to allow my Agent to act pursuant to the powers granted herein, and challenges to the proper exercise of authority by my Agent, my Agent shall be entitled to seek recovery for damages and costs from such third party, including reasonable attorney's fees, in accordance with Florida Statute Section 709.2116(3).

8. **WAIVER OF CERTAIN DUTIES OF AGENT.** I recognize under the Florida Statutes that certain duties of loyalty and standards of care that would normally be owned by an appointed Agent to me as principal may be waived in order to give the appointed Agent more freedom with respect to taking actions that may be in the best interests of the Agent and/or family members or others as opposed to me individually. I understand that circumstances may arise whereby it would be in the best interest of one or more family members of mine to transfer assets

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from my name into their names, or to take other actions that would benefit relatives, close friends, or charities in lieu of benefitting me individually under this instrument.

Having full faith and confidence in my selected Agent or Agents, and in any alternate Agent herein named, I specifically relieve such Agent or Agents of the following duty or duties, provided that this provision shall not apply to any Agent who is not related to me:

- (a) Any duty to act loyally for my sole benefit;
- (b) Any duty not to create a conflict of interest that impairs my Agent's ability to act impartially in my best interest;
- (c) Any duty to act with the care, competence, and diligence ordinarily exercised by agents in similar circumstances; and
- (d) Any duty to cooperate with a person who has authority to make health care decisions on my behalf in order to carry out my reasonable expectations to the extent actually known by my Agent and, otherwise, act in my best interest.

9. **REIMBURSEMENT AND LIABILITY OF AGENT.** My Agent shall be entitled to compensation for services performed under this Durable Power of Attorney as provided under applicable law, and he or she shall be entitled to reimbursement for all reasonable expenses and costs incurred as a result of carrying out any provision of this Durable Power of Attorney, and shall be released from any and all liability for any actions and decisions made in good faith. Further, I agree to indemnify and hold harmless any Agent serving for my benefit, except to the extent attributable to clearly gross negligence or willful misconduct, and authorize my Agent to execute Agreements which may indemnify and hold harmless third parties for providing goods or services to me, such as adult congregate living facilities (ACLFs), Leases, personal care contracts, and other arrangements.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney this 20 day of February, 2020, and I have directed that photographic copies of this Power of Attorney shall have the same force and effect as an original.

I RECOGNIZE THAT IF I HAVE NOT INITIALED ANY OF THE ITEMS IN THIS DOCUMENT CALLING FOR ME TO SEPARATELY SIGN OR INITIAL, THEN MY AGENT(S) WILL HAVE SIGNIFICANTLY LIMITED POWERS AS THE RESULT OF THIS DOCUMENT, AND THAT THIS DOCUMENT WAIVES ANY LEGAL RIGHTS THAT I MIGHT OTHERWISE HAVE IN ORDER TO GIVE MY AGENT GREATER FLEXIBILITY. I FURTHER RECOGNIZE THAT THIS DOCUMENT WILL NOT BE

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EFFECTIVE UNDER FLORIDA LAW UNLESS THERE ARE TWO WITNESSES TO MY SIGNATURE, AND NOTARIZATION BELOW.

WITNESS:

Shelley Weiler
Witness

[Signature]
Witness

[Signature]
MARGARET A. BARRETT

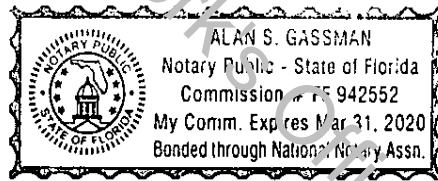
STATE OF FLORIDA)
COUNTY OF PINELLAS)

ON THIS 20 day of February, 2020, by means of physical presence, before me, the undersigned notary, personally appeared MARGARET A. BARRETT, known to me, or who produced _____ as identification, and who did take an oath, to be the person whose name is subscribed to the above instrument, and being informed of the contents of said instrument, acknowledged that she voluntarily executed the same for the uses and purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:



J:\B\Barrett, Margaret\2020 Estate Planning\Durable Power of Attorney.1c.wpd
:saw 2/20/2020