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Doc#: 2219539044 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 07/14/2022 09:17 AM Pg: 1 of 25

Illinois Statutory Short Form Power of Attorney for Property

PT 22-84450 1/3

Property Address: 2669 Commons Drive Unit 23, Glenview IL. 60026

PIN: 04-27-302-016-1022

Legal Description: UNIT 23 IN THE PATRIOT COMMONS AT THE GLEN NO. 2 CONDOMINIUMS AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

PART OF LOT 1 IN THE PATRIOT COMMONS AT THE GLEN BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 27 TOWNSHIP 42 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 2007 AS DOCUMENT NO. 0722615110;

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED FEBRUARY 6, 2009 AS DOCUMENT NO. 0903745091 AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY ILLINOIS

Prepared by and fedex to after recording: Ira Stewart Wiesner, Esquire
Fedex to: Lauren Cardillo 133263 Indigo Way, Bradenton FL. 34211

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The original of this document has been left for safekeeping with the Law Offices of Ira Stewart Wiesner, PA - Advocates in Aging
328 Rhodes Avenue, Sarasota, FL 34237
941-365-9900

Prepared by:

Ira Stewart Wiesner, Esquire

ADVOCATES IN AGING

LAW OFFICES OF
WIESNER | SMITH
Professional Association

328 N. Rhodes Ave., Suite 114
Sarasota, Florida 34237
(941) 365-9900

Durable Power of Attorney

of

Edith C. Guthrie

Property of Cook County Clerk's Office

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DURABLE POWER OF ATTORNEY

SECTION 1. ESTABLISHMENT OF DURABLE POWER OF ATTORNEY AND APPOINTMENT OF AGENT(S)

1.1 LEGAL NOTICE:

ANY PERSON WHO REFUSES TO ACCEPT THIS DURABLE POWER OF ATTORNEY IN VIOLATION OF SECTION 709.2120, FLORIDA STATUTES, SHALL BE SUBJECT TO COURT ORDER MANDATING ACCEPTANCE OF THIS DURABLE POWER OF ATTORNEY AND LIABILITY FOR DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, AS PROVIDED IN SECTION 709.2120, FLORIDA STATUTES.

1.2 ESTABLISHMENT OF POWER OF ATTORNEY

I, **Edith C. Guthrie**, of Sarasota County, Florida, as principal (the "Principal") have on the date I have signed this instrument (the "Effective Date") established this Durable Power of Attorney appointing the individual(s) named below as my true and lawful attorney(s)-in-fact to act for me and in my name and on my behalf to exercise the powers listed in this Durable Power of Attorney. This instrument is made to conform with the provisions of The Florida Power of Attorney Act Chapter 709, Part II, Florida Statutes (2011), as amended.

1.2.1. REVOCATION OF PRIOR POWERS

I hereby revoke all powers of attorney granted by me and executed prior to the Effective Date of this instrument except: N/A or _____.

1.2.2. STATEMENT OF DURABILITY

This Durable Power of Attorney will not be affected by my subsequent incapacity except as provided in Chapter 709 of the Florida Statutes. It is my specific intent that the power conferred on the Agent will be exercisable in any and all jurisdictions from the date of this Durable Power of Attorney, and will remain effective thereafter, notwithstanding my subsequent disability or incapacity, except as otherwise specifically provided by statute.

1.3. APPOINTMENT OF AGENT(S)

I appoint **Lauren E. Cardillo** as my primary Agent ("Agent") with the full powers and authorities granted in this instrument to be performed in my name, place, and stead and on my behalf and for my use and benefit. In the event **Lauren E. Cardillo** is unable or unwilling to serve or continue to serve in that capacity I appoint **Bryan Cardillo** to serve as Successor Agent.

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SECTION TWO. FINANCIAL POWERS - GENERAL PROVISIONS

My Agent is authorized, in its sole and absolute discretion, to exercise from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, the following powers:

2.1. BANKING POWERS/SAFE DEPOSIT ARRANGEMENTS

My Agent shall have all authorities to conduct banking transactions as provided in Florida Statutes Section 709.2208(1) and in addition thereto, and not in limitation thereof, the authority and power:

2.1.1. BANKING POWERS. To continue, establish, modify, or terminate an account, credit or debit card, electronic transfer, debit and/or credit authorization, or other banking arrangement with a bank, trust company, savings bank, savings and loan association, credit union, thrift company, brokerage firm, broker-dealer, insurance company, or other financial institution (each referred to as a "financial institution") selected by the Agent; to deposit or withdraw money or property of mine held by a financial institution from any bank, trust company, savings bank, savings and loan association, or any other financial institution (including any account in which I am a joint tenant, tenant by the entirety or the owner-trustee of a Totten trust for another) by check, money order, electronic funds transfer, wire transfer, or otherwise; to execute or endorse checks (including any government checks), withdrawal requests, notes, bonds, drafts or other negotiable or non-negotiable instruments and stock certificates, receipts for money, other orders for payment of money, certificates of deposit, commercial paper, money market instruments, bills of exchange, cash, and any other instruments for the payment of money; to receive balance information and other confidential information about any checking, savings, or other account; to carry on all my ordinary banking business; to sign my name in order to use my credit and charge cards for my benefit; to cancel any of my credit and charge card accounts; and to establish, utilize, and terminate checking, savings, money market, paid on death, security, and other accounts or Totten trusts in my name or jointly with any other person(s) with financial institutions of all kinds.

2.1.2. POWERS OVER SAFE DEPOSIT ARRANGEMENTS. Subject to my Agent's obligations under Florida Statutes Section 709.2114(1)(d), to have full access to all safe deposit boxes of which I am a tenant or co-tenant or with respect to which I am an authorized signatory; to add to, remove, or change the contents of such box; to enter, establish, maintain, or close any safe deposit box on my behalf; to exchange or surrender the box and keys; to renew any rental contract for the box; and to do all things required by the bank, institution, or its agents, releasing the lessor from all liability in connection with the safe deposit box.

2.2. POWERS TO DEAL WITH INVESTMENT

My Agent shall have all authorities to conduct investment transactions as provided in Florida Statutes Section 709.2208(2) and in addition thereto, and not in limitation thereof, the authority and power:

2.2.1. POWERS TO INVEST. To invest and reinvest all or any part of my assets, property or interests in loans, mortgages, notes, stocks, bonds, debentures, money market, mutual funds, common trust funds, index funds or investment funds (provided such securities are traded on a regular exchange) and any other securities of all types and kinds, real estate, life insurance, annuities, or endowment policies or combinations thereof, interests in partnerships (limited and general), REITs, or in any other investment, according to my Agent's discretion; to sell and terminate any investments in my name; to reduce the interest rate at any time and from time to time on any note, indebtedness, mortgage, or land contract; to deal with and give instructions to any brokerage firm with respect to the acquisition or disposition of securities and other assets; to establish, use, modify and terminate accounts (including margin accounts) with securities brokers in my individual name or jointly with others; to establish or maintain and to trade in credit or margin accounts (whether secured or unsecured), and to pledge assets for that purpose; to add or withdraw assets from any account in my name, and sign any representation, certification, or agreement, including agreements regarding margin, option trading, or commodities accounts that the Agent deems advisable; to hold funds uninvested for such periods as the Agent deems prudent, and to invest in any assets the Agent deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Agent acts in good faith; to exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including voting rights, rights regarding dividends, and the power to transfer, sell, or otherwise dispose of shares of stock in my name; to employ any investment management service, financial institution, broker-dealer, or similar organization to advise the Agent; to handle investment of my assets; to render all accountings of funds held on my behalf under custodial, agency, or other agreements; to employ a custodian or agent ("the Custodian") located anywhere within the United States, at my expense, whether or not such Custodian is an affiliate of an Agent; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Agent may direct, all as permitted in Fla. Stat. Chapter 709. While such securities are in the custody of the Custodian, the Agent will be under no obligation to inspect or verify such securities, nor will the Agent be responsible for any loss by the Custodian. Notwithstanding

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anything herein to the contrary. The Agent may not exercise any power over, or transact any business with respect to an account in a foreign country, as defined in 31 CFR 1010.350(C) and (d), unless the Agent expressly and specifically accepts such authority in writing.

2.2.2. POWERS TO EXERCISE RIGHTS IN SECURITIES. To exercise all rights with respect to corporate securities which I now own or may hereafter acquire; to vote at all meetings of security holders, regular or special; to make such payments as the Agent deems necessary, appropriate, incidental or convenient to the owning and holding of such securities; to receive, retain, expend for my benefit, invest and reinvest or make such disposition, as the Agent shall deem appropriate, all additional securities, cash or property (including the proceeds from the sales of my securities) to which I may be or become entitled by reason of my ownership of any securities; to vote at all meetings of security holders, regular or special; and to exercise all rights with respect to government securities which I now own or may hereafter acquire, including the right to sell and to buy, or to cash in or redeem such securities.

2.2.3. POWERS OVER FOREIGN ACCOUNTS. Only to the extent my Agent accepts this authority in writing by specific reference to this paragraph, my Agent may do any act with respect to any foreign bank or financial account. Otherwise, my Agent shall have no authority over such accounts, notwithstanding any provision in this instrument to the contrary. A foreign bank or financial account is any bank or financial account located outside of the United States, as described in 31 U.S.C. §5314 AND 31 C.F.R. §1010.350.

2.2.4. DELEGATION. My Agent may delegate investment functions as provided in Section 518.112, Florida Statutes.

2.2.5. WAIVER OF PRUDENT INVESTOR RULE. My Agent may acquire and retain investments that present a higher degree of risk than would normally be authorized by the applicable rules of fiduciary investment and conduct. No investment, no matter how risky or speculative, shall be absolutely prohibited, so long as prudent procedures are followed in selecting and retaining the investment and the investment constitutes a prudent percentage of my estate. My Agent may, but need not, favor retention of assets owned by me. My Agent shall not be under any duty to diversify investments, regardless of any rule of law requiring diversification, and any such duty is hereby waived.

2.3. POWERS TO DEAL WITH REAL AND PERSONAL PROPERTY

2.3.1. POWER TO DEAL WITH RESIDENCES. To sell, convey, exchange, mortgage, lease, and to otherwise exercise the powers set forth in Florida Statute §99.111, including specifically the power to convey or mortgage my interest in *homestead property* as defined in Article X, Sec. 4(c) Fla. Const. 1968 (as amended), on such terms and conditions as the Agent shall, in its sole discretion, consider appropriate; and in total or partial payment of the consideration for same, to accept promissory notes in such amounts, at such interest rates, for such terms and with such other provisions as the Agent shall deem appropriate and to accept as security for such note or notes a mortgage upon the premises executed and delivered by the purchaser. This Durable power of attorney does not, however, permit my Agent, when I am married, to mortgage or convey homestead property without the joinder of my spouse or my spouse's legal guardian; provided, however, such joinder of my spouse may be accomplished through the appropriately authorized exercise of my spouse's power of attorney. This power of attorney shall apply to any interest in homestead property(ies) that I may now own or acquire subsequent to the date hereof.

2.3.2. POWERS TO DEAL WITH REAL PROPERTY. To buy, sell, convey, lease, sublease, option, mortgage, redeem, remise, demise, contract, recover possession of, exchange or otherwise acquire and dispose of all or any part of, and to improve, repair, build upon, demolish, alter, maintain, pledge, lien or hypothecate any real property, or interest therein, for such price and upon such terms and conditions as the Agent may deem proper; to impose restrictions and covenants; to grant options, releases, and easements, including for public use; to adjust boundaries and to adjust differences in valuation by giving or receiving consideration; to partition or consent to partitioning, subdivide, apply for zoning or other governmental permits, plat or consent to plating, and engage in development activities for such property; to pay or contest any taxes due on such property, and to receive refunds; to lease or sublease such property and any such lease will be valid and binding for its full term even if it extends beyond the duration of this power of attorney; to insure the property against liability or casualty or other loss, and to maintain, repair or alter such property, including removing or erecting structures on the property; to eject, remove and relieve tenants or other persons from such property; to collect, sue for, and receive any rents and profits from such property and to conserve, invest, or utilize any and all such rents, profits and receipts; to release or partially release property from a lien; to dedicate the property to public use without consideration, and dedicate easements over the property, at the Agent's discretion; to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent, and to apply for homestead protection for any qualifying real property. Property subject to this power includes all real property and interests therein, including but not limited to, improvements thereon, condominiums, time share interests, interval ownership, undeveloped real property and to any interest in cooperative apartments (including all right, title an interest in any proprietary lease and any and all shares of stock or other interest in the landlord corporation, as well life estates, terms for years and remainder interests, vested or contingent interests and 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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2.3.3. POWERS TO DEAL WITH TANGIBLE PERSONAL PROPERTY. To buy, sell, convey, lease, sublease, option, exchange, pledge, lien, hypothecate, or otherwise acquire or dispose of all or any part of any tangible personal property or interest therein; to join with other persons with whom I own such property jointly in any transaction regarding that property; to recover possession of such property; and to expend funds to carry out any of the foregoing.

2.4. POWERS WITH RESPECT TO TAX QUALIFIED ASSETS. For purposes of this instrument, the term "Plan" means a retirement plan or account created by an employer, by me, or by another person to provide retirement benefits or deferred compensation for me as a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code (as amended from time to time): an individual retirement account under §§408, 408A, or 408(q); an annuity or mutual fund custodial account under §403(b); a pension, profit-sharing, stock bonus, or other retirement plan qualified under §401(a); a plan under §457(b), and a non-qualified deferred compensation plan under §409A. To the extent not limited in Section Two of this instrument, I give the Agent the following powers: To create and contribute to a plan; to exercise investment powers, if applicable; to select the form and timing of payments and to withdraw from the plan; to select any payment options under the plan; to change options I have selected; to make conversions of IRAs to Roth IRAs; to make "roll-overs" of plan benefits into other Plans; and to borrow money and purchase assets therefrom and sell assets thereto, if authorized by any such plan.

2.5. POWERS WITH RESPECT TO INSURANCE. To insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow against any such policy in order to affect the authorities granted herein; 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 have, or may have assumed, the obligation to support; to carry insurance of such kind and in such amounts as the Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder; to engage in exchanges of insurance contracts considered tax free under IRC Section 1035 as from time to time amended; to invest in annuity contracts which provide for immediate payout as well as deferred payout; to annuitize any insurance or other annuity; to invest in immediate annuities that provide for term certain payouts or lifetime payouts, and for that purpose to select payout terms of any length the Agent deems appropriate, including but not limited to amortized or balloon payout; to transfer ownership of any insurance policies covering my life or any annuity contracts in which I may have an interest; to decrease coverage under or cancel any of the policies described herein; and to receive and make such disposition of the cash value upon termination of any such policy as the Agent shall deem appropriate. Notwithstanding the foregoing, none of the herein granted powers shall be exercisable by an Agent with respect to policies of insurance of which the Agent is the insured.

2.6. POWERS WITH RESPECT TO CONTRACTS. For any and all purposes, the Agent shall have full power and authority to enter into and sign, seal, execute, acknowledge and deliver any contracts, deeds, assignments, satisfactions, releases, partial releases, agreements, stock powers, proxies, or other instruments whatsoever, and to draw, accept, make, endorse, discount or otherwise deal with any bills of exchange, checks, promissory notes or other commercial or mercantile instruments, bills of lading and warehouse receipts, and any other documents and/or instruments of whatever kind and nature as fully as I might do or in carrying out the powers granted in this instrument; further, the Agent shall have the authority to contract with any person or entity for any purpose (including contracts between me and my Agent), and to perform that contract; to agree to any termination, release, rescission or modification of any contract or agreement.

2.7. POWERS WITH RESPECT TO TAXES. To prepare (or have prepared), execute, sign, and file any tax returns required by any municipal, state or federal government or agency thereof, including joint returns, FICA returns, gift tax returns, and payroll tax returns; to pay any amount due thereon; to make claim for and collect any refund or rebate on any tax return, and to make requests for extensions of time; to make such disposition of refunds as the Agent deems appropriate; to post bonds; to give and receive confidential information; to execute any waivers on my behalf; to inspect and receive copies of any tax returns filed by me or on my behalf; to receive notices and other written communications regarding my tax matters; to make and file, in any appropriate court or administrative proceeding or contest, objections, protests, claims for abatement, refund, or credit in relation to any tax matter, including, but not limited to, consents, closing agreements, and agreements under IRC Section 2032(a); to sign and file on my behalf consents to split gifts; to use whatever means necessary to represent me in all tax matters and to comply with federal, state, and local tax provisions, including, but not limited to, the specific powers to sign and to file on my behalf a Form 2848 or any other power of attorney form required by federal, state, or local taxing authority; and to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds (including, but not limited to, those related to IRS Forms 706, 709, 1041 and 1040) and for all periods between the years 1954 and 2070 before all officers of the IRS and state and local authorities.

2.8. POWER TO EMPLOY CONSULTANTS. To employ, utilize the services of, compensate and terminate the services of such financial and investment advisors and consultants as the Agent shall deem appropriate; to employ, compensate and discharge such domestic, medical and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants and employees as the Agent deems appropriate; provided, however, that the employment or termination of employment of any medical or health care individual or entity shall require the

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written consent of my Surrogate under my then current Advance Directive for Health Care, if I have executed such a document; and to enter into and/or amend employment or Personal Service Contracts with companions, servants, caregivers and other employees as the Agent shall deem appropriate, including but not limited to, agreements in which the Agent (or an affiliate of my Agent) shall serve as such companion, servant, caregiver or employee.

2.9. POWERS WITH RESPECT TO BORROWING (INCLUDING INSURANCE POLICY LOANS). To the extent not otherwise limited under Section Two of this instrument, borrow money for my account upon such terms and conditions as the Agent shall deem appropriate, and to secure such borrowing by the granting of security interest in any property or interest in property which I may now or hereafter own; to borrow money upon any life insurance policies owned by me upon my life for any purpose and to grant a security interest in such policy to secure any such loans; and no lender shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent. Notwithstanding the foregoing, my Agent shall not be personally liable for any such loan or guarantee, and such loan or guarantee shall only be payable out of my assets.

2.10. POWERS WITH RESPECT TO LEGAL RIGHTS, ACTIONS AND SETTLEMENT

2.10.1. POWERS TO DEMAND AND RECEIVE. To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition, as the Agent deems appropriate, of all cash, rights to the payment of cash, property (real, personal, intangible and/or mixed), rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved (and for purposes of receiving social security or other governmental benefits, the Agent is herewith appointed my "Representative Payee"); and to utilize all lawful means and methods for such purposes.

2.10.2. POWERS WITH RESPECT TO LEGAL AND OTHER ACTIONS. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way, including but not limited to claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may fall on me; in connection with any litigation in which I or my interests are involved, directly or indirectly, to fully participate and bind me, including the authority to: waive or accept service of process on my behalf; to appear for me; to agree to stipulations or admission of facts on my behalf (other than a representation as to my personal knowledge); to verify pleadings, seek appellate review, procure and give surety and indemnity bonds, authorize and pay for records and briefs; to receive, execute and file a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument; and to make or accept a tender or offer of judgment and otherwise engage in litigation involving me, my property or any interest of mine, including any property or interest of person for which or whom I have or may have any responsibility; to demand or agree to submit any conflict to arbitration, mediation, or other alternative dispute resolution method, provided however, the Agent shall not have the power to waive my right to a trial by jury in any case; and to make such compromises, releases, settlements, and discharges with respect thereto as the Agent shall deem appropriate.

2.10.3. POWERS TO RENOUNCE AND RESIGN FROM FIDUCIARY POSITIONS. To renounce any fiduciary position to which I have been or may be appointed or elected, including but not limited to that of personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation and any governmental or political office or position to which I have been or may be elected or appointed; to resign any such positions in which capacity I am presently serving; and to file an accounting with a court of competent jurisdiction or settle on a receipt and release or such other informal method as the Agent shall deem appropriate.

2.10.4. POWERS TO PAY DEBTS. My Agent may pay all sums of money at any time or times that I may be legally obligated to pay, whether pursuant to an obligation incurred by me, or for me by any Agent legally authorized to act on my behalf pursuant to a power of attorney.

2.11. POWER WITH RESPECT BUSINESS INVESTMENTS. To act for me in any business or enterprise, including sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, corporations and other domestic and foreign forms of organizations (each referred to as an "Entity"), in which I am now, have been or hereafter become engaged or interested; to change the form of organization or governing jurisdiction under which an Entity is operated, or its name, or any of the above, and to continue any unincorporated business that the Agent determines is not advisable to incorporate; to buy, sell, enlarge or reduce my ownership interest in any Entity, and to contribute additional capital into an Entity in which I have an interest; to enter into an ownership agreement with other persons to take over all or part of the operation of an Entity; to establish the value of an Entity under a buy-sell agreement to which I am a party, and to enforce the terms of any agreement relating to ownership (or sale) of an interest in an Entity; to participate in any type of liquidation or reorganization of any enterprise; to vote and exercise all rights and options, or empower another to vote and exercise those rights and options as permitted by law, concerning any interests in an Entity, in securities, or in other assets; to enter into or approve agreements for

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merger, reorganization, conversion, domestication or equivalent transactions with respect to any Entity; to enter into voting trusts and other agreements or subscriptions; to exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option I have as the holder of stocks and bonds; and to compromise, arbitrate, or otherwise adjust claims in favor of or against any Entity in which I have an interest.

2.12. POWERS WITH BUSINESS OPERATIONS. To continue the operation of any business belonging to me or in which I have a substantial interest, for such time and in such manner as the Agent shall deem appropriate, including, but not limited to, hiring and discharging my employees, paying my employees' salaries and providing for employee benefits, employing legal, accounting, financial and other consultants; to continue, modify, terminate, renegotiate and extend any contractual arrangements with any person, firm, association or corporation whatsoever made by me or on my behalf; to execute business tax returns and other government forms required to be filed by my business; to pay all business related expenses, transact all kinds of business for me in my name and on my behalf; to contribute additional capital to the business; to change the name and/or the form of the business; and to incorporate the business.

2.13. POWERS REGARDING DIGITAL ASSETS. My Agent has (i) the power to access, use, and control my digital devices, including, but not limited to, desktops, laptops, peripherals, storage devices, mobile telephones, smart phone, and any similar devices which currently exists or exists in the future as technology develops for the purpose of accessing, modifying, deleting, controlling or transferring my digital assets, (ii) the power to access, modify, delete, control and transfer my digital assets, including, but not limited to my sent and received, email accounts digital music, digital photographs, digital videos, gaming accounts, software licenses, social network accounts, file sharing accounts, financial accounts, Domain Name System (DNS) service accounts, blogs, listservs, domain registrations, web hosting accounts, tax preparation service accounts, on-line stores, affiliate programs, other on-line programs, including frequent flyer and other bonus programs, and similar digital items which currently exist or exist in the future as technology develops, and (iii) the power to access the content of all electronic communications as defined by Section 740.002, Florida Statutes.

2.14. POWERS TO PROVIDE SUPPORT TO OTHERS. To support and/or continue to support with my assets any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past (adjusted if necessary by circumstances and inflation), including, but not limited to, the payment of real property taxes, payments on loans secured by my or such person's residence or vehicle, maintenance of a residence, food, clothing and shelter, medical, dental and psychiatric care, normal vacations and travel expenses and education for such person (including education at vocational and trade schools, training in music, stage, arts and sports, special training provided at institutions for the mentally or physically disabled, undergraduate and graduate study in any field at public or private universities, colleges or other institutions of high learning), and in providing for such education to pay for tuition, books and incidental charges made by the educational institutions, travel costs to and from such institutions, room and board, and a reasonable amount of spending money.

2.15. POWERS REGARDING GOVERNMENTAL MATTERS. This section deals with benefits or actions from or relating to any branch or department of the United States government, any state government, or any foreign government, whether or not recognized by the United States, including without limitation, the Social Security Administration, the Department of Veterans Affairs, the Internal Revenue Service, Medicare or Medicaid, and any government department providing payments or grants. I give the Agent the following powers: to file or process claims for payments and/or benefits, and receive payment for any amounts due to me under any such government programs or as payments for retirement from any governmental entity, agency, or program, including without limit any program or plan administered or sponsored by the United States, any state (or a subdivision of a state) of the United States, or any branch of the military; to enroll in, apply for, select, reject, change, amend, or discontinue, on my behalf, a benefit or program, and to receive and endorse for deposit in any account any payments that I receive from a governmental source; to prepare, execute, and file a record, report, or other document to safeguard or promote my interest under a federal or state statute or regulation; to communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality, on my behalf; and to create or establish, fund, and maintain a Special Needs Trust pursuant to 42 U.S.C. §1396p(d)(4)(A), an Income Trust pursuant to 42 U.S.C. §1396p(d)(4)(B) or a Pooled Trust pursuant to 42 U.S.C. §1396p(d)(4)(C) in order to qualify me or retain my eligibility for Medicaid or any other public assistance benefits; to file or process claims, and receive payment for medical bills with all insurance companies through which I have coverage, including but not limited to Medicare and Medicaid, and to receive from Blue Cross/Blue Shield, Humana, United Health Care, TRICARE, or any other insurer information obtained in the adjudication of any claim in regard to services furnished to me under Title 18 of the Social Security Act.

2.16. POWERS REGARDING HEALTH CARE MATTERS. If I have executed an Advance Directive for Health Care designating a health care surrogate pursuant to Florida Statutes Chapter 765, the terms of the Directive will control if it is in conflict with this document. I specifically direct the Agent to pay, on demand, all sums incurred on my account by the health care decision maker named in my Advance Directive for Health Care, if I have executed such a Directive, pursuant to the terms of such instrument. I further direct the Agent to exercise the powers granted herein to the fullest extent necessary to assist my health care decision maker in performing any tasks it deems appropriate.

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If at any point in time I do not have in place a valid Advance Directive for Health Care designating a health care surrogate who is available and willing to act as my surrogate, my Agent shall have the authority to demand, obtain, review, and release to others medical records, documents, or communications protected by the patient-physician privilege, attorney-client privilege, or any similar privilege, including all records subject to, and protected by, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). For that purpose I designate the Agent as a personal representative of mine under HIPAA. My Agent may also enforce any or all of the following privileges: to authorize my admission to a medical, nursing, residential or other similar facility, and to execute any admission forms or other forms or contracts required by such facility in connection with my admission thereto; to request, receive, and review any information or reports, verbal or written, regarding my physical or mental health, including medical and hospital records, and to execute any consents, releases or other documents that may be required in order to obtain this information.

2.17. ENVIRONMENTAL ISSUES. To use and expend my assets to (i) conduct or cause to be conducted environmental investigations of my property, including environmental audits, assessments, site monitoring, laboratory analyses, testing, title histories, aerial photographs, public and private records reviews, and any related inquiries arising out of or in any way related to liability or claims under federal, state or local environmental statutes, regulations, ordinances, requirements, demands of government authorities or policies or under common law ("environmental laws"); (ii) take appropriate remedial action to contain, clean up or remove any actual or threatened environmental hazard, including a spill, release, discharge or contamination, and conduct site restoration work on my property and notify the appropriate federal, state or local authorities either on my Agent's own accord or in response to an actual or threatened violation of environmental laws; (iii) institute legal proceedings, claims and demands concerning environmental hazards, contamination or condition of my property, or contest, pay, compromise, settle or comply with legal proceedings, claims, demands, orders, penalties, fines and damages brought or imposed by federal, state or local government authorities or by a private litigant; and (iv) employ agents, consultants and legal counsel to assist with or perform the above undertakings or actions.

2.18. ESTATE AND TRUST MATTERS. To the extent not limited in the Section Two, to act for me regarding any trust, probate estate, guardianship, conservatorship, escrow, custodianship or fund in which I may have a right or interest, including: to make an election on my behalf for me to receive an elective share of spouse's estate, if any, as provided by Florida law from time to time; to exercise for my benefit a presently exercisable general power of appointment; to transfer property to the trustee of a trust created by me or for my benefit; to accept, receipt for, sell, assign, pledge, or exchange my interest in any trust, probate estate, guardianship, conservatorship, escrow, custodianship or fund in which I may have a right or interest; to reject or disclaim, or consent to a modification of trust, probate estate, guardianship, conservatorship, escrow, custodianship or fund in which I may have a right or interest; to initiate and pursue litigation, including settlement, compromise, or alternative dispute resolution, regarding my interests (as herein described), including a determination of the meaning, validity, or effect of a deed, Will, declaration of trust, or other instrument or transaction affecting my interest; and to remove, substitute, or surcharge a fiduciary.

2.19. INCIDENTAL POWERS. In connection with the exercise of the powers herein-described, the Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient of such exercise or exercises, including without limitation the power to execute, endorse, seal, acknowledge, deliver and file or record agreements, instruments or conveyance of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates.

2.20. POWERS TO DO MISCELLANEOUS ACTS

2.20.1. MAIL. To have access to and the right to open all personal and business correspondence addressed to me, including the power to sign for receipt; to have access to any post office box, rural route, or other mail depository in my name; and to receive and send parcels on my behalf. This access includes the power to redirect my mail if the Agent deems it necessary and proper.

2.20.2. DOCUMENTS. To have custody and control, on my behalf, over my official and unofficial documents, including, but not limited to, wills, deeds, life insurance policies, contracts, and securities.

2.20.3. MEMBERSHIPS. To initiate, maintain, or cancel my membership in any professional, social, spiritual, recreational or other type of organization, club, or similar association, as will meet my needs and preferences; and to pay any necessary fees or dues associated with such membership.

2.20.4. MOTOR VEHICLES/BOATS. To apply for a Certificate of Title upon, and endorse and transfer title to any automobile, boat, vessel, or other motor vehicle and to represent in such document of transfer or assignment that the title to same is free and clear of all liens and encumbrances except those specifically set forth in such document of transfer or assignment.

2.20.5. PETS. To pay the expenses associated with the feeding, care (including veterinary costs), recreation, and shelter of my pets; and to establish and fund "pet trusts" for the care of my pets after my death.

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2.20.6. FUNERAL ARRANGEMENTS. To make advance arrangements for my funeral and burial, memorial service, or cremation, including the purchase of a burial plot and marker, and such other related arrangements.

2.20.7. PRIVILEGED RECORDS. My Agent may demand, obtain, review, and release to others medical records or other documents protected by the patient-physician privilege, attorney-client privilege or any similar privilege.

*** End of Section Two ***

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SECTION THREE. SPECIFIC AGENT ISSUES

3.1. ACCEPTANCE BY AGENT. Except as provided in Florida Statutes Section 709.2113, no Agent or Successor Agent appointed hereunder shall be considered to have accepted its appointment until and unless such Agent or Successor Agent signs a written acceptance of such appointment. Any such written acceptance by an Agent must be to all matters herein contained and without exclusion of any provision hereof.

3.2. RESIGNATION OF AGENT. The Agent and any Successor Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of my Agent, to the next Successor Agent.

3.3. REMOVAL OF AGENT. I may remove the Agent or any Successor Agent at any time. In the event a Successor Agent, in good faith, believes that a predecessor agent has committed a breach or is about to commit a serious breach of his or her fiduciary duties that has or may result in a material financial loss to my property or otherwise affects my best interest, the Successor Agent may, but shall not be required to, take any action reasonably appropriate under the circumstances to safeguard my best interests. In the event the Successor Agent takes any action in good faith, his or her expenses, including reasonable attorneys fees and costs, shall be paid or reimbursed from my property.

3.4. SUSPENSION OF RIGHTS AND DUTIES. All powers granted to the Agent will be suspended immediately if the Agent becomes disabled, i.e., unable to carry out its duties under this Durable power of attorney because of mental or physical impairment (whether temporary or permanent in nature). For these purposes, that disability is determined as follows:

a. My Agent's capacity or disability can be determined by a court having jurisdiction, which will supercede any other determination under this section.

b. In the absence of a judicial determination, if the Agent is disabled, as confirmed by my Agent's physician or a board certified medical doctor (nre), at my expense, all power of the Agent as my attorney-in-fact will be suspended until his or her legal capacity is determined by a court or until the physician consulted determines the Agent is no longer disabled.

3.5. DELIVERY OF RECORDS AND PROPERTY. If my Agent is removed, resigns or otherwise ceases to act as Agent hereunder, my Agent shall deliver all records and property in my Agent's possession with respect to such Agent's service hereunder to any other Agent acting for me pursuant to a power of attorney or, if no other Agent is then so acting, to a successor Agent that I have named to act for me pursuant to a power of attorney, or any other person entitled to the records or property, within a reasonable amount of time after my Agent ceases to act, and unless another person is then entitled to the records and property, my Agent who ceases to act shall continue to have all of the duties of an Agent and the powers necessary to protect the records and property until delivered as provided herein.

3.6. RELEASE OF LIABILITY FOR SUCCESSORS. No successor Agent shall be personally liable for any act or failure to act of any predecessor Agent or shall have any duty to review the conduct or decisions of any predecessor Agent, except with respect to a breach of fiduciary duty committed by a predecessor Agent that such successor Agent participated in or concealed. A successor Agent may accept the account rendered and the property delivered to the successor Agent by or on behalf of the predecessor Agent as a full and complete discharge of the predecessor Agent without incurring any liability or responsibility for so doing, and shall not have any duty to institute any proceeding against a predecessor Agent, or to file any claim against a predecessor's estate, for any of the predecessor Agent's actions or omissions as Agent. If a successor Agent has actual knowledge of a breach of fiduciary duty by a predecessor Agent, such successor Agent must take any action reasonably appropriate under the circumstances to safeguard my best interests.

3.7. ACTION BY THE SUCCESSOR AGENT. I understand that the Florida Power of Attorney Act may require a Successor Agent to take action if he or she has actual knowledge of a breach or imminent breach by an Agent; however, it is my intent that the Successor Agent use his or her discretion in taking such action. It is my request that the Successor Agent take action if the Agent is committing or has committed a serious breach which materially affects my property or detrimentally affects my best interests. Therefore, if a Successor Agent fails to act, unless such omission is a result of dishonesty, improper motive or reckless indifference, the Successor Agent shall not be liable for his or her failure to act.

3.8. DELEGATION OF AUTHORITY PROHIBITED. Except as provided under and in accordance with Section 518.112, Florida Statutes, neither my Agent(s) nor Successor Agent(s) may delegate any of the powers set forth herein to a third party. I specifically grant the Agent the power and authority to execute stock powers or similar documents on my behalf and to delegate to a transfer agent or similar person, or as may be permitted under the laws of another jurisdiction in which this instrument is presented, the authority to register stocks, bonds or other securities either in or out of my or my nominee's name.

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3.9. TEMPORARY RESIGNATION OF AGENT. If any Agent is temporarily unavailable to serve due to short-term illness, vacation, or other circumstances which make it impossible or impractical for such Agent to serve as Agent for a temporary period of time, then such Agent is hereby granted the right and privilege of temporarily resigning as my Agent. Such temporary resignation shall pass to the herein designated Successor Agent all powers herein granted to the Agent for such temporary period of time. The temporary passage of powers from the Agent to the Successor Agent shall be described in a writing, bearing a notarial acknowledgment, which specifies the time period during which the Successor Agent shall be authorized to act under this instrument, which writing is to be signed by both the Agent temporarily resigning as well as the Successor Agent. The powers of the Agent shall be restored to the Agent at the expiration of the time described in such writing and the Successor Agent shall have no further authority until the Agent has resigned, dies, becomes incapacitated or is not qualified to act.

3.10. AUTHORITY OF SUCCESSOR AGENTS. The Successor Agent(s) designated in this instrument shall have no authority to exercise any of the powers set forth herein *except* in the case such Successor Agent's designated predecessor(s) shall be unable to serve or to continue to serve as Agent due to resignation, death, incapacity or loss of qualification to act. In that event, such Successor Agent(s) shall, upon acceptance of such position, be fully authorized to serve hereunder and shall have all of the powers granted originally to my initially designated Agent, and the term "Agent" shall thereupon refer to such Successor Agent(s) as named herein. As evidence of such authorization, the Successor Agent(s) shall provide, with respect to its predecessor(s) either (a) in the case of a deceased predecessor, a certified copy of a predecessor Agent's death certificate; (b) in the case of a predecessor who resigned, a signed resignation from such predecessor(s); (c) in the case of an incapacitated predecessor, written evidence that a designated predecessor(s) lack(s) the capacity to manage my property, which evidenced shall consist of an Order of a Court having jurisdiction establishing such predecessor Agent's incapacity or an affidavit of a physician licensed to practice medicine or osteopathic medicine pursuant to chapters 458 or 459 of Florida Statutes as of the date of the affidavit. For purposes of this subsection, the physician executing the affidavit must be a physician who has recently had responsibility for the treatment and care of the predecessor Agent. The affidavit executed by a physician must state where the physician is licensed to practice medicine or osteopathic medicine, that the physician has had significant responsibility for the treatment and care of the predecessor Agent, and that the physician believes the predecessor Agent lacks the capacity to manage my property. Such resignation or affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein, and in such event any person acting in reliance upon such affidavit shall incur no liability to my estate because of such reliance.

3.11. NOMINATION OF AGENT AS CONSERVATOR AND GUARDIAN FOR PRINCIPAL. To the extent that I am permitted by law to do so, I hereby nominate, constitute, and appoint the Agent to serve as my guardian, conservator and/or in any similar representative capacity, and if I am not permitted by law to so nominate, constitute and appoint, then I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act upon a petition by any person to appoint a guardian, conservator or similar representative for me give the greatest possible weight to this request. If the Agent is unwilling or unable to serve or to continue to serve in such capacity, then I nominate, constitute and appoint my Successor Agent(s) to serve in such capacity, and if I am not permitted by law to so nominate, constitute and appoint, then I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act upon a petition by any person to appoint a guardian, conservator or similar representative for me give the greatest possible weight to this request.

3.12. AGENT TO CONTINUE IF GUARDIAN/CONSERVATOR APPOINTED. At any time a petition to determine my competency is initiated in a court having jurisdiction and I am thereafter adjudged incapacitated, this Power shall be automatically suspended except to the extent the Court having jurisdiction over my guardianship estate determines that any authority granted by this Power is to remain exercisable by my Agent. Absent a finding by a Court of competent jurisdiction of gross negligence or fraud on the part of my Agent, it is my desire that no part of this Power shall be revoked or become inoperative upon the appointment of a guardian. I intend that the decisions of the Agent shall prevail over any contrary decisions of any guardian or conservator appointed for me. Whenever an emergency arises between the time a petition is filed and an adjudication is made regarding my competency, any of my Agents may petition the court for permission to exercise any power granted to my Agents hereunder. The petition shall specify the emergency, the property or matter involved, and the power to be exercised by the Agent. The Agent shall be eligible to serve in all other fiduciary capacities for me or my benefit, including but not limited to service as Trustee, Guardian, Conservator, Committee, Personal Representative and/or Administrator.

3.13. EMPLOYMENT OF ATTORNEY. I authorize the Agent to employ the attorney who drafted this instrument. I waive any conflicts of interest that may arise from such employment; authorize the attorney to make full disclosure to the Agent of my estate plan and business, financial, and personal affairs; and authorize my attorney to accept the employment.

3.14. EXPENSES/COMPENSATION OF AGENT. The Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by the Agent in carrying out its responsibilities hereunder. My Agent, if a Qualified Agent (as defined in Florida Statute Section 709.2112) shall be entitled to reasonable compensation for its services rendered in the discharge of its duties.

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3.15. WAIVER OF CERTAIN FIDUCIARY RESPONSIBILITIES. I have appointed the persons named in this instrument as my Agent hereunder, cognizant of the fact that they may also serve as directors, accountants, employees and/or owners with respect to entities which may form a substantial part of my estate, and that their interests as Agent hereunder may conflict with their individual interests with respect to the entities. Notwithstanding the foregoing, I wish these persons to serve as my Agent because of my confidence in their individual skills and because they are the most appropriate persons as a result of their involvement with the entities to manage and operate the entities. The Agent (and Successor Agent(s)) and their heirs, successors and assigns are hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me or my heirs and assigns arising out of the acts or omissions of my Agent, except for breach of a duty committed dishonestly, with improper motive or with reckless indifference to the purposes of this power of attorney or my best interests. The Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments. The Agent shall have no liability for entering into transactions authorized by this instrument in my Agent's individual capacity so long as the Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate.

3.16. LIMITATIONS ON AGENT ACTIONS. No Agent may participate in any action to the extent a payment or distribution pursuant to that action would discharge a legal support obligation of the Agent. No Agent who is the insured of any insurance policy that I own may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by another Agent, if any.

3.17. WAIVER OF CONFIDENTIALITY. This instrument shall constitute a limited waiver of the attorney-client privilege which I have established with any attorney with whom I may have established a confidential relationship. The privilege is waived for the limited purpose of permitting my attorney to release any and all information to the Agent unless the Agent hires my attorney, in which case the provisions of Section 5.13 shall control.

*** End of Section Three ***

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SECTION FOUR. THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities, including but not limited to, any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party (all of whom will be referred to in this Section as a "Person" or "Persons") to act in accordance with this instrument I hereby represent, warrant and agree that:

4.1. AGENT TO ENFORCE COMPLIANCE. Some Persons may attempt to ignore or circumvent the directions of any Agent named hereunder. I want to discourage dilatory tactics, spurious defenses, and non-compliance with those directions. I recommend that each of my Agents warn each banking institution and other Person concerned to comply with the provisions of this power of attorney. I recommend that my Agents consider instituting an action to recover the amount of any loss resulting from non-compliance with those directions, and punitive damages; to obtain a mandatory injunction requiring compliance with the directions of the Agent by any Person; and to obtain any other relief that any of my Agents determine to be advisable; to seek on my behalf and at my expense: (a) a declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agents to perform any act authorized by this instrument; (b) a mandatory injunction requiring compliance with my Agent's instructions by any Person, organization, corporation or other entity obligated to comply with instructions given by me; and (c) actual and punitive damage against any Person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

4.2. THIRD PARTY LIABILITY FOR REVOCATION AND AMENDMENTS. If this instrument is revoked I, my estate, my heirs, successors and assigns will hold any Person(s) harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of the Agent acting under this instrument prior to the receipt by such Person of notice (as defined in Florida Statutes Section 709.2121) of any such revocation or amendment.

4.3. AUTHORIZATION TO RELEASE INFORMATION TO AGENT. All Persons from whom the Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to the Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my Agent's requests.

My Agent(s) and Successor Agent(s), named above shall constitute my personal representative(s) for purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and in accordance with 45 CFR 164.502(g).

My Agent(s) and Successor Agent(s) shall have the authority not only to act on my behalf and exercise my rights and have access to my records and other protected health information as provided in HIPAA, but to further designate another for purposes of exercising those rights and as permissible recipients of my records and other protected health information.

4.4. AGENT HAS POWER TO ACT ALONE. The powers conferred on the Agent by this instrument may be exercised by the Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf.

4.5. THIRD-PARTY RELEASE OF LIABILITY. Any third party to whom this Durable Power of Attorney is presented may rely upon an affidavit by the Agent stating, to the best of my Agent's knowledge and belief, that this power has not been revoked, that I am then living, and that no proceedings have been initiated to determine my incapacity. No third party relying on this instrument and that affidavit will be liable for any losses, damages, or claims caused by compliance with the action requested by my Agent, unless that third party has actual knowledge of my death or the revocation of this power.

*** End of Section Four ***

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SECTION FIVE. ADMINISTRATIVE PROVISIONS

The following provisions shall apply:

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

5.2. **GOVERNING LAW AND APPLICABILITY TO FOREIGN JURISDICTION**. This instrument shall be governed by the laws of the State of Florida in all respects, including its validity, construction, interpretation and termination, and to the extent permitted by law shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

5.3. **BINDING AND EFFECT**. Until my Agent shall have knowledge or notice of my death or termination or suspension of my Agent's authority or of this instrument, any act lawfully done by my Agent in good faith shall be binding on me and on my estate, my heirs, legal representatives and assigns.

5.4. **INTERPRETATION**

5.4.1 **HEADINGS**. Paragraph headings and subheadings are for convenience only and are not to be deemed part of this instrument.

5.4.2. **DEFINITIONS**. The singular includes the plural, and vice versa, and when pronouns are used, they may signify masculine, feminine, or neuter, as applicable. The terms "child," "children" and "issue" shall embrace adopted children as well as natural-born children who are now in existence, or who may be born after the execution of this document. References to "Code" or "IRC" shall mean the Internal Revenue Code of 1986, as amended. References to specific sections of the IRC shall mean such sections, any successor sections or similar sections in effect from time to time. Any terms used herein which are defined in Florida Statutes Chapter 709 shall be defined as provided in such laws. References to the "Florida Statutes" or to provisions thereof are to the Florida Statutes in effect at the time of execution of this instrument. If, by the time in question, a particular provision of the Florida Statutes has been renumbered, or the statute has been superseded by a subsequent Florida law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this instrument.

5.5. **NOTICE**. Any notice provided hereunder must comply with Section 709.2121, Florida Statutes.

5.6. **REVOCAION**. This instrument may be revoked by me. The Agent and any Successor Agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to the Agent and to the next Successor Agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records.

5.7. **COUNTERPART ORIGINALS**. This instrument may be executed in multiple counterpart originals. All such counterpart originals shall have equal force and effect.

5.8. **PHOTOCOPIES**. The Agent is authorized to make photocopies of this instrument as frequently and in such quantity as the Agent shall deem appropriate, provided, however, that a third party may rely upon the authority granted therein **only** upon presentation of a photocopy of the entire instrument, including signature pages.

* * * End of Section Five * * *

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SECTION SIX. RESERVATION OF RIGHTS AND AUTHORITIES

6.1. AGENTS ACT WITH HIGH DEGREE OF DISCRETION. It is my intention that the powers extended to each of my Agents be interpreted broadly so as to allow my Agents a high degree of discretion in managing my affairs. However, I do not grant any of my Agents the power to do the following:

6.1.1. Perform duties under a contract that requires the exercise of my personal services.

6.1.2. Make any affidavit as to my personal knowledge.

6.1.3. Vote in any public election on my behalf.

6.1.4. Execute or revoke any will or codicil for me.

6.1.5. Exercise powers and authority granted to me as trustee or court-appointed fiduciary.

6.1.6. Marry, divorce, adopt, or make other similar personal decisions on my behalf.

6.2. RESERVATION OF RIGHTS. I hereby reserve: (1) all rights to do personally any acts that my Agents are authorized to perform hereunder; (2) the right to grant similar powers of attorney to others; and (3) the right to revoke this Power in whole or in part.

*** End of Section Six ***

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SECTION SEVEN. SPECIAL PROVISIONS ENUMERATED AS REQUIRED UNDER FLORIDA STATUTES SECTION 709.2202

Certain transactions that could be made by the Agent(s) under the authority of this power of attorney could profoundly affect my existing estate plan. Therefore, I hereby confirm that I have specifically considered each of the powers and authorities enumerated below. As required under Florida law, I set my initials alongside those powers and authorities I authorize my Agent(s) to engage in. I may, however, set my initials to encompass approval of an entire designated class of powers. *Only* if I have specifically marked, by my initials, on the line next to a provision (or a line referencing a grouping of provisions) do I grant the Agent(s) the authority to exercise such power(s) (provided not otherwise prohibited by another agreement or instrument of which I am a party).

IF I HAVE NOT MARKED MY INITIALS ON ANY LINE BESIDE A PROVISION, SUCH AUTHORITY IS NEITHER EXPRESSLY NOR IMPLIEDLY GRANTED TO MY AGENT(S).

If I am signing this Instrument by X, my X next to any of the following provisions shall be the equivalent of my initials. Further, if I am signing this Instrument by direction to a Notary Public, I hereby confirm that such Notary Public's placing my initials next to any of the following provisions shall be the equivalent of my personally doing so.

7.1. POWERS CONCERNING GIFTING OF MY ASSETS

EH
Initials

BASIC POWER TO MAKE GIFTS. I authorize the Agent to make gifts, grants or other transfers of interests in my property outright to, or for the benefit of, the persons specified below, including by the exercise of any presently exercisable general power of appointment which I hold or acquire. For these purposes, a gift "for the benefit of" a person includes a gift to a trust in which that person is a beneficiary, to a custodial account under a state version of the Uniform Transfers (Gifts) to Minors Act, and to a tuition savings account or prepaid tuition plan operated under the terms of Internal Revenue Code §529. Gifts made hereunder may be made in either fixed amounts, percentages or portions or actuarially determined terms or based upon valuation formulae or of future interests, without consideration, either outright or in trust (including the forgiveness of indebtedness); to the extent reasonably possible, the Agent shall avoid significantly disrupting the dispositive schema of any estate plan of mine known to my Agent, whether or not such estate plan is embodied in a will, a trust, non-probate property, or otherwise. **Notwithstanding the foregoing authority, however, such gifts shall be limited as follows:**

7.2. LIMITATIONS OF GIFTING

a. WHO CAN GIFTS BE MADE TO:

- EH*
Initials my spouse (to whom I'm married at the time)
- EH*
Initials my descendants and ancestors
- Initials* others: _____
- Initials* charities

b. CAN THE AGENT(S) BE GIVEN GIFTS?

- EH*
Initials If the Agent is my spouse (to whom I am married at the time).
- EH*
Initials If the Agent is not my spouse.

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c. **HOW MUCH CAN BE GIFTED TO A PERMISSIBLE RECIPIENT?**

1. IF MY SPOUSE IS THE RECIPIENT:

Unlimited Amount; without regard to any limitation under Florida Statutes Ch. 709 Part II(2011) then applicable

Initials

Up to the annual dollar limitation of the federal gift tax exclusion under Internal Revenue §2503(b) (annual exclusion).

Initials

Initials

If my Spouse is my Agent, then the aggregate value of any such gifts to my Spouse-Agent in any one calendar year, the greater of (1) five thousand dollars (\$5,000) or (2) five percent (5%) of the aggregate value of all of my property subject to this power of attorney on December 31 of such calendar year. This annual power to make gifts under this provision shall not be cumulative from year to year.

2. IF THE RECIPIENT IS NOT MY SPOUSE:

Initials

In an amount per donee up to the annual dollar limitation of the federal gift tax exclusion under Internal Revenue §2503(b) (annual exclusion).

Initials

if my spouse agrees to consent to a split gift pursuant to Internal Revenue Code Section 2513, in an amount per donee not to exceed the aggregate annual exclusions under Internal Revenue Code Section 2503(b)(annual exclusion) available to both me and my spouse.

7.3 **MANNER OF EFFECTING GIFTS TO MY DESCENDANTS:**

My Agent shall be authorized to use any gifts made as direct for the benefit of my descendants in order to make payments for college and post-graduate tuition of any descendant of mine as well as to apply for, fund, modify, withdraw from, or terminate a qualified tuition plan authorized under 26 U.S.C. §529, or its successor provisions, for any qualified person, including the right to combine accounts, to transfer an account from one state to another, to redirect the investment of the account (to the extent permitted by law), or to change the designated beneficiary of the plan.

a. **Matters of Fairness Among My Descendants**

Initials

If a gift is made to a descendant of mine by my Agent, then the Agent shall make a gift of substantially equal value and at the approximate same time(s) to each other descendant of mine in the same generation unless and to the extent any such descendant(s) decline(s) or otherwise advises with regard to such gift. If I have authorized the Agent to make gifts to himself or herself, the Agent may be included in such gifts.

Initials

If a gift is made to a descendant of mine by my Agent, then the Agent shall make a gift of substantially equal value and at the approximate same time(s) among all other equivalent classes of donee-recipients. For these purposes, each class of donees will consist of a child of mine and the descendants of that child. If a gift is made to or for the benefit of one or more members in one class of donees, a concurrent gift of the same amount must be made to or for the benefit of each other class of donees. A gift to or for the benefit of a class of donees can be divided equally or unequally among my descendants in the class (and can exclude one or more descendants in that class), as long as the combined gifts to or for the benefit of each class of donees are equal.

7.4. **SPECIAL PROVISIONS CONCERNING CHARITIES.** If I have granted charitable gifting authority to my Agent, the Agent using its discretion may complete or exceed any charitable pledges I have made and may make other charitable gifts on my behalf. Gifts to charity may be made outright or in trust, as charitable remainder unitrusts or annuity trusts, or as charitable lead trusts. The non-charity beneficiaries of such charitable remainder or charitable lead trusts must be persons related to me by blood, marriage, or adoption. Notwithstanding the foregoing, gifts made by the Agent to a charitable, scientific, or educational institution or organization must 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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7.5. POWERS REGARDING SURVIVORSHIP AND OTHER DESIGNATIONS

Initials **SURVIVORSHIP RIGHTS.** To waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

Initials **CHANGE PLAN BENEFICIARY.** To change beneficiary designations, excluding irrevocable designations, with respect to an IRA, ROTH IRA or employee benefit plan (including a plan for a self-employed individual) in which I am a participant; provided, however, in making any such changes, to the extent reasonably possible, the Agent shall avoid disrupting the dispositive schema of any estate plan of mine known to my Agent, whether or not such estate plan is embodied in a will, a trust, non-probate property, or otherwise.

Initials **CHANGE INSURANCE BENEFICIARY(IES).** Except as hereinafter limited to designate and change the owner(s) or beneficiaries of insurance policies I own (whether insuring my life or others) and to designate and change owners, beneficiaries or annuitants under any annuity contract in which I have an interest; provided, however, in making any such changes, to the extent reasonably possible, the Agent shall avoid disrupting the dispositive schema of any estate plan of mine known to my Agent, whether or not such estate plan is embodied in a will, a trust, non-probate property, or otherwise.

7.6. POWERS REGARDING TRUSTS

I authorize the Agent to deal with trusts created by me, for me, on my behalf, or in connection with gifts from me to others as provided above, as follows. The validity of any transaction or transfer authorized under this Section shall be unaffected because the Agent may be a trustee under a specified trust arrangement, or because the Agent may be a remainderman or beneficiary of such trust; and such transaction or transfer shall not, by itself, constitute a breach of his or her fiduciary duty hereunder.

Initials

a. To create revocable trusts provided that such trust(s) shall be

for my benefit;

Initials

for my benefit and/or for the benefit of my spouse (if I am married at that time) during our lifetimes and after my death;

Initials

after my death (or the death of my spouse, if applicable) for the benefit of my descendants (and/or descendants of my spouse);

Initials

all of the above.

Initials

b. To create irrevocable trusts provided that such trust(s) shall be

for my benefit and/or the benefit of my spouse.

Initials

for the maintenance of my pets after my disability or death.

Initials

after my death (or the death of my spouse, if applicable) for the benefit of my descendants

Initials

(and/or descendants of my spouse);

Initials

all of the above.

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c. Specific Trust Powers

Initials

To amend and terminate trusts established by me or by my Agent, provided that the applicable trust instrument explicitly provides authority by the Agent to amend and/or terminate such trust(s) and in the case of amendment only to the extent necessary to conform with changes in the law or changes in my life circumstances that would necessitate a change in the trust(s) to further its purposes, with due consideration to my then existing estate plan; and, further provided, that except for the purposes set forth in the preceding clauses, any amendment made must not materially alter the ultimate disposition schema of my estate and must be such that, by law or under the provisions of this instrument, the substance of the amendment could have been included in the original trust agreement; to transfer any and all of my assets and property, or interests therein, including my income from any source, to any revocable or irrevocable trust created by me or created by the Agent pursuant to this provision, or which I have otherwise established, or may establish in the future, all according to my Agent's discretion. The Agent may execute any documents necessary to affect the transfer. Further, as to such trust(s), the Agent may serve as sole Trustee or as one of several Trustees, or the designated Trustee may be a bank or a trust company authorized to do business in the state of my domicile, the state of domicile of my Agent, or any state in which the Agent or I may, from time to time, reside.

Initials

To withdraw for my benefit the income or corpus of any trust over which I may have a right of withdrawal, to request and receive for my benefit the income or corpus of any trust with respect to which the trustee thereof has the obligation or discretionary power to make distributions to or on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received.

Initials

To establish, utilize and terminate managing agency accounts with corporate trustees.

7.7. POWER TO MAKE LOANS

Initials

POWER TO LEND. To lend money and property at such interest rate, if any, and upon such terms and conditions, and with such security, if any, as the Agent may deem appropriate; to renew, extend, and modify any such loan or loan that I may have previously made; to guarantee the obligations of any such person, and to consent to the renewal, extension and modification of such obligations.

Initials

POWER TO LEND TO AGENT. The Agent may lend my money or property to the Agent or an affiliate of my Agent, but this provision shall not apply to loans made by me to the Agent prior to my executing this instrument

7.8. DISCLAIMER POWERS

Initials

POWERS TO EXERCISE ELECTIVE SHARE RIGHTS. To elect to take against any Will and conveyances of a deceased spouse and/or any other person, if appropriate; to waive such right as shall exist or anticipatorily (even if the Agent is the spouse against whose estate my right to elect would apply); to retain any property which I have the right to elect to retain; to file petitions pertaining to the election, including petitions to extend the time for electing and petitions for orders, decrees and judgments; and to take all other actions that the Agent deems appropriate in order to effectuate the election; provided, however, that if any such actions by the Agent require the approval of any court, the Agent is authorized to seek such approval.

Initials

DISCLAIMERS. To renounce and disclaim any property or interest in property or powers of appointment to which for any reason and by any means I may become entitled, whether by grant or gift, testate or intestate succession or otherwise; to release or abandon any property or interest in property or powers which I may now or hereafter own, including right to claim a share in any estate or under any Will or Trust. In exercising such discretion, the Agent may take into account such matters as shall include, but shall not be limited to, any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property

*** End of Section Seven ***

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SECTION EIGHT. SPECIAL PROVISIONS REGARDING LONG-TERM CARE CONSIDERATIONS

Certain transactions that could be made by the Agent(s) under the authority of this power of attorney could profoundly affect my existing estate plan. Therefore, I hereby confirm that I have specifically considered each of the powers and authorities enumerated below. As required under Florida law, I set my initials alongside those powers and authorities I authorize my Agent(s) to engage in. I may, however, set my initials to encompass approval of an entire designated class of powers. *Only* if I have specifically marked, by my initials, on the line next to a provision (or a line referencing a grouping of provisions) do I grant the Agent(s) the authority to exercise such power(s) (provided not otherwise prohibited by another agreement or instrument of which I am a party).

IF I HAVE NOT MARKED MY INITIALS ON ANY LINE BESIDE A PROVISION, SUCH AUTHORITY IS NEITHER EXPRESSLY NOR IMPLIEDLY GRANTED TO MY AGENT(S).

If I am signing this instrument by X, my X next to any of the following provisions shall be the equivalent of my initials. Further, if I am signing this instrument by direction to a Notary Public, I hereby confirm that such Notary Public's placing my initials next to any of the following provisions shall be the equivalent of my personally doing so.

These provisions are to be applied if I am reasonably expected, based on my physical and/or cognitive status, going to require either skilled nursing care or assisted living care the cost for which would be covered by Medicaid *if I were otherwise financially eligible*. I understand that the costs of private pay care for such facilities could pose a significant drain on my resources such as to significantly reduce, if not eliminate, the amount the intended beneficiaries of my assets will receive upon my death. To mitigate that result, and notwithstanding any other provisions of this Power of Attorney to the contrary or in limitation, the Agent shall be authorized to take all appropriate measures to reduce my assets in order to qualify me and/or my spouse (if I am married at that time) for the receipt of government benefits for home health care, long-term health care and/or assisted living or nursing home needs which care needs are deemed appropriate by my Surrogate designated in an Advance Directive for Health Care if one has been signed by me or if none, the persons having control over my health care decisions.

In connection therewith, I authorized the Agent(s) to make transfers of my assets, of whatever nature, in whatever form (immediate, durational, present or future interest), **and without the dollar limitation as to amount or value**, to or for the benefit of only the beneficiaries identified in my estate plan, in approximately equivalent proportions, to the extent practicable under circumstances, consistent with such plan. Such transfers shall be irrevocable, and the Agent is authorized to make such gifts so long as the cost of my care is otherwise reasonably provided for by the Agent from the assets subject to this Power, or otherwise, during the time period I would be disqualified from receiving such benefits under the "Medicaid" program of the State of Florida or other state of my residence or other public assistance programs.

To this end, the Agent may purchase an annuity of any kind, with any rate of return or for any duration, with residual value or not, an insurance product or otherwise, and without the dollar limitation as to amount or value. Transfers may be made outright or in trust and may include income and/or principal, real and personal property. Any transfers made pursuant to this Section by the Agent(s) may also include a transfer to the Agent(s) so long as such transfer is consistent with my then-existing estate plan. In addition, the Agent(s) shall have the authority to take whatever actions the Agent deems necessary or appropriate to qualify me for such benefits to the maximum extent I am by law permitted to do, including but not limited to the purchase of rental real property or interests therein, the acquisition of a new residence, entering into a Personal Services Agreement with a family member who agrees to provide personal services to me and/or my spouse, or other recommended action based upon written legal advice from an elder law attorney certified in elder law either by the recognized State Bar of membership or The National Elder Law Foundation. I hereby explicitly waive any claim, by any person, that such actions were not taken in my best interest and with my full endorsement.

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Initials

My Agent may take any action necessary to effectuate my qualification of Social Security benefits, Supplemental Security Income, Veteran Benefits, Medicaid, or any other government benefit program. Such actions may include but shall not be limited to the following:

- a. convert non-exempt resources into exempt resources.
- b. divest me of assets, without restriction as the value of the divestment.
- c. acquire for me or my spouse an appropriate single premium annuity ("SPIA").
- d. if I am married and my spouse is my Agent, my spouse may protect our assets, whether owned by me alone, my spouse alone, or by us together as husband and wife, so that my spouse's impoverishment because of my health care costs can be avoid, by whatever lawful methods that might be available.
- e. sign a Spousal Refusal (if I am married and even if my Agent is my spouse).
- f. sign an Assignment of Support (if I am married and even if my Agent is my spouse).

Initials

My Agent may create and fund an irrevocable special needs trust pursuant to law (currently 42 U.S.C. Section 1396p(d)(4)(A)) and comparable state law if at that time I am under the age of 65 (if that is then a legal requirement for such trusts) is necessary to preserve my assets to secure or maintain my qualification for Medicaid benefits.

Initials

My Agent may create and fund an irrevocable qualified income trust pursuant to Federal law (currently 42 U.S.C. Section 1396p(d)(4)(B)) and comparable state law if such a trust is necessary to qualify me for Medicaid benefits, and to arrange for the diversion of my income into such a trust as needed to comply with Medicaid rules and regulations

Initials

My Agent may establish a Pooled Trust account pursuant to Federal law (currently 42 U.S.C. Section 1396p(d)(4)(C)) and Initials comparable state law, execute on my behalf joinder and other agreements necessary to establish same and make the transfers of some or all of my assets to fund the Pooled Trust account.

Initials

My Agent may create a trust, the terms of which provide for the creation of a qualifying supplemental needs trust for my spouse (if I am married) in accordance with Florida statutes Section 732.2025(8).

Initials

My Agent may enter into and execute any contract or agreement, including a Caregiver Agreement or Personal Services Contract, pertaining to medical, personal, and general care that I may require at my residence, an assisted living facility, a skilled nursing facility, or in another residence, and I hereby authorize my Agent to serve as my caregiver under such agreement and to be paid in accordance with the terms and conditions of such agreement, provided however, that such services are compensated at the fair market value.

Initials

My Agent may enter into and execute any contract or agreement, including any manner or Management or General Services Contract, pertaining to maintaining my residence in good state and repair while I am residing in an assisted living facility, a skilled nursing facility, or in another residence, and I hereby authorize my Agent to make whatever improvements to my residence are reasonably necessary or appropriate to put my residence in saleable condition

Initials

My Agent may choose a Medicaid Managed Care Plan for me and deal with such Plan on my behalf on all matters pertaining to such plan.

Initials

My Agent may deal with my spouse on my behalf, to partition, transfer, and exchange any of my marital property estate, whether separate or community; to enter into and execute on my behalf a petition for separate maintenance unconnected with dissolution of marriage, a marital property agreement, an assignment of rights to spouse, a partition and exchange agreement, or a community property agreement.

Initials

By placing my initials next to this line, I am granting all of the powers set forth in this Section Eight

*** End of Section Eight ***

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IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of August, 2021.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Sign Here: *Sherri M Fritz*

Print Name: Sherri M. Fritz

Edith C Guthrie (SEAL)
Edith C. Guthrie

Sign Here: *[Signature]*

Print Name: Rachel Wiesner

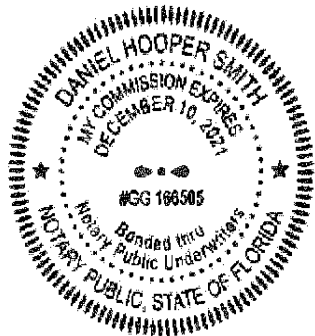
STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 26th day of August, 2021, by **Edith C. Guthrie** who is personally known OR produced identification Illinois D.L.

(NOTARY SEAL)

[Signature]

Name:
Notary Public, State of Florida
My Commission Expires:
Commission No:



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EXHIBIT A

Unit 23 in the Patriot Commons at the Glen No. 2 Condominiums, as delineated on a Plat of Survey of the following described tract of Land:

Part of Lot 1, in the Patriot Commons at the Glen, being a Subdivision of part of the Southwest 1/4 of Section 27, Township 42 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded August 14, 2007 as Document No. 0722615110;

Which Plat of Survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded February 6, 2009 as Document No. 0903745091, as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Property of Cook County Clerk's Office