

*This Instrument Prepared By  
and Return To:*

Tanya M. Williams, Esq.  
HAAG, FRIEDRICH & WILLIAMS, P.A.  
452 Pleasant Grove Rd.  
Inverness, FL 34452

Parcel Number: 18E17S320030 00360 0020  
Alternate Key #: 2151439

## TRUSTEE DEED

**THIS TRUSTEE DEED** executed this 19<sup>th</sup> day of May, 2025, by **WILLIAM L. CADY**, individually and as Sole Trustee of the **WILLIAM L. CADY AND MARGARET ANN CADY LIVING TRUST Dated May 16, 2011**, joined by **WILLIAM L. CADY as Power of Attorney for MARGARET ANN CADY**, a copy of said Power of Attorney is attached as Composite Exhibit "A" herein, individually, whose post office address is 6084 N. Oakmont Dr., Beverly Hills, FL 34465, Grantors, to **WILLIAM L. CADY and MARGARET ANN CADY**, husband and wife, whose post office address is 6084 N. Oakmont Dr., Beverly Hills, FL 34465, Grantees:

**WITNESSETH** that the Grantors, for and in consideration of the sum of Ten Dollars, (\$10.00), in hand paid by Grantees, and other valuable considerations, the receipt whereof is hereby acknowledged, by these presents do grant, bargain, sell, alienate, remise, release, convey, and confirm unto Grantees, all that certain land situate in Citrus County Florida, to wit:

**Lot 2, Block 36, Pine Ridge Unit Three, according to the map or plat thereof, as recorded in Plat Book 8, Page(s) 51 through 67, Inclusive, of the Citrus County Public Book of Records.**

**THIS DEED IS BEING CONVEYED BY SOLE TRUSTEE FROM A REVOCABLE INTER VIVOS TRUST, TO THE BENEFICIARIES. ACCORDINGLY, PURSUANT TO CHAPTER 201, FLORIDA STATUTES, AND CHAPTER 12B-4, FLORIDA ADMINISTRATIVE CODE, AND AS SUBSEQUENTLY AMENDED, ONLY MINIMUM DOCUMENTARY STAMP TAX IS DUE.**

The Sole Trustee has full power to sell, transfer, convey and mortgage said property as provided in the Trust and expressly provided in the original conveyance into Trust.

AND the Grantors hereby covenant with said Grantees that the Grantors are lawfully seized of said land in fee simple and the Grantors fully warrant title to said lands and defend same against lawful claims of all persons whomsoever and that said lands are free of all encumbrances except for any mortgages of record which Grantees hereby assume and agree to pay and except for taxes for the year 2025 and subsequent.

**SUBJECT TO** easements, restrictions, covenants, limitations and conditions of record, if any.

**THIS DEED HAS BEEN PREPARED BASED ON LEGAL DESCRIPTION PROVIDED TO SCRIVENER BY GRANTORS AND SCRIVENER DOES NOT GUARANTEES DESCRIPTION OR TITLE VALIDITY.**

**FLOOD HAZARD WARNING**

**THIS PROPERTY MAY BE SUBJECT TO FLOODING. YOU SHOULD CONTACT LOCAL BUILDING AND ZONING OFFICIALS AND OBTAIN THE LATEST INFORMATION REGARDING FLOOD ELEVATIONS AND RESTRICTIONS ON DEVELOPMENT BEFORE MAKING PLANS FOR THE USE OF THIS PROPERTY.**

**"RADON GAS":** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

**TOGETHER** with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

**IN WITNESS WHEREOF**, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Tanya M. Williams  
Witness Signature

PRINTED NAME Tanya M. Williams  
Address 452 Pleasant Grove Road  
Inverness, FL 34452

Crysta C Daniels  
Witness Signature

PRINTED NAME Crysta C Daniels  
Address 452 Pleasant Grove Road  
Inverness, FL 34452

Tanya M. Williams  
Witness Signature

PRINTED NAME Tanya M. Williams  
Address 452 Pleasant Grove Road  
Inverness, FL 34452

Crysta C Daniels  
Witness Signature

PRINTED NAME Crysta C Daniels  
Address 452 Pleasant Grove Road  
Inverness, FL 34452

William L. Cadby

**WILLIAM L. CADY, individually and as the Sole Trustee of the WILLIAM L. CADY AND MARGARET ANN CADY LIVING TRUST dated May 16, 2011**  
6084 N. Oakmont Dr.  
Beverly Hills, FL 34465

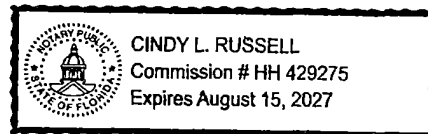
William L. Cadby

**WILLIAM L. CADY**  
**as Power of Attorney for**  
**MARGARET ANN CADY**  
6084 N. Oakmont Dr.  
Beverly Hills, FL 34465

**STATE OF FLORIDA**  
**COUNTY OF CITRUS**

The foregoing instrument was acknowledged and subscribed before me by  physical presence or  online notarization, this 19<sup>th</sup> day of May, 2025, by **WILLIAM L. CADY, Individually and as Sole Trustee of the WILLIAM L. CADY AND MARGARET ANN CADY LIVING TRUST dated May 16, 2011 and WILLIAM L. CADY as Power of Attorney for MARGARET ANN CADY**, who        is personally known to me or  has produced Driver's License as identification who did not take an oath.

Cindy L. Russell  
Notary Public  
My Commission Expires:



## **DURABLE POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That I, the undersigned **MARGARET ANN CADY**, have made, constituted and appointed, and by these presents do make, constitute and appoint **WILLIAM L. CADY** and if he is unable **TERESA THOMAS and RAYMOND CADY** as my true and lawful attorney-in-fact (“my Agent”), to act for me and in my name and on my behalf exercise these powers listed in this instrument. Except as otherwise provided in the Florida Power of Attorney Act (FS §709), my Agent may exercise these powers independently and without the approval of any court. My Agent, however, shall exercise all powers in a fiduciary capacity in good faith, as a prudent person would using reasonable care, skill, and caution.

Third Parties. Any third party to whom this power of attorney is presented may rely upon an affidavit by my 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 power 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.

**A THIRD PARTY WHO IMPROPERLY REFUSES TO ACCEPT THIS POWER OF ATTORNEY WILL BE LIABLE FOR DAMAGES, INCLUDING REASONABLE ATTORNEY’S FEES AND COSTS, INCURRED IN ANY ACTION OR PROCEEDING THAT CONFIRMS THE VALIDITY OF THIS POWER OF ATTORNEY.**

My Agent will have the following powers and duties:

### **GENERAL AUTHORITY**

1. To manage all assets and properties belonging to me or in which I have any interest, and to expend whatever funds my Agent deems proper for the preservation, maintenance, or improvement of those assets or properties.
2. To exercise all powers even though my Agent may also be acting individually or on behalf of any other person or entity interested in the same matters (as more fully set forth in the Additional Provisions Section).
3. To seek on my behalf the assistance of a court or other governmental agency to carry out an act authorized in this power of attorney and to enforce the exercise of these powers granted to my Agent.
4. To 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 my property and attaching it to the power of attorney.

5. To exercise any authority reasonably necessary to give effect to an express grant of specific authority in this power of attorney.

6. To the extent not limited under the law of the jurisdiction in which this power of attorney is presented, to take all other actions as may be necessary or appropriate for my personal well-being and the management of my affairs, as fully and as effectively as if made or done by me personally.

### REAL PROPERTY

To manage and conserve any real property, or any interest or incidents in real property, on my behalf as stated below. Such property and incidents in property include any interest in homestead property, mineral rights, and cooperative apartments. I give my Agent the following powers:

7. To receive, buy, sell, exchange, lease, encumber, and convey such property; to impose restrictions and covenants; to grant options, releases, and easements, including for public use; to adjust boundaries; and to partition or consent to partitioning, subdivide, apply for zoning or other governmental permits, plat or consent to platting, and engage in development activities for such property.

8. To pay or contest any taxes due on such property, and to receive refunds.

9. To engage in any form of litigation regarding the possession, ownership or liability involving such property, including foreclosure on a mortgage, or enforcement of a contract for sale (including specific performance).

10. To create or receive a security interest in such property, and to satisfy a mortgage.

11. To lease or sublease such property; any such lease will be valid and binding for its full term even if it extends beyond the duration of this power of attorney.

12. 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.

13. If not prohibited in this instrument, to change the form of title of such property, including contribution into a business entity in exchange for an interest in that entity.

14. To join with other persons with whom I own property as joint tenants with right of survivorship or as tenants by the entireties in any transaction regarding that property.

15. With respect to income-producing real property, my Agent will have the powers:

a. To retain and operate the property for as long as advisable;

b. To control, direct, and manage the property, determining the manner and extent of my Agent's active participation in these operations, and to hire one or more supervisors for the property;

- c. To hire and discharge employees, fix their compensation, and their duties;
- d. To invest funds in other land holdings and to use those funds for all improvements, operations, or similar purposes;
- e. To retain any of the net earnings for working capital and other purposes as advisable in conformity with sound and efficient management; and
- f. To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the property.

### **TANGIBLE PERSONAL PROPERTY**

To manage and conserve any tangible personal property, or any interest in tangible personal property, including exempt property, on my behalf, as follows:

- 16. To receive, buy, sell, exchange, or otherwise dispose of such property, even if without consideration.
- 17. To pay or contest any taxes due on such property, and to receive refunds.
- 18. To engage in any form of litigation regarding the possession, ownership or liability involving such property.
- 19. To create or receive a security interest in or grant options regarding such property.
- 20. To lease or sublease such property; any such lease will be valid and binding for its full term even if it extends beyond the duration of this power of attorney.
- 21. To insure, store, move, maintain, repair or alter such property.
- 22. If not prohibited in this instrument, to change the form of title of such property, including contribution into a business entity in exchange for an interest in that entity.
- 23. To surrender possession of such property to me or to members of my family without liability for wear, tear, and obsolescence of the property.

### **INVESTMENTS**

- 24. To invest in assets, securities, or interests in securities of any nature, whether domestic or foreign markets, including (without limit) stocks, bonds, mutual funds, index funds, or investment funds, including common trust funds, provided such securities are traded on a regulated exchange.
- 25. To establish or maintain and to trade in credit or margin accounts (whether secured or unsecured), and to pledge assets for that purpose.

26. 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.

27. To trade in commodities, options, futures, precious metals, and currencies, provided such items are traded on a regulated exchange. 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 FS §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.

28. To employ any investment management service, financial institution, or similar organization to advise the Agent; to handle investment of my assets; and to render all accountings of funds held on my behalf under custodial, agency, or other agreements. If an Agent is an individual, these costs may be paid from my assets in addition to compensation payable to the Agent.

29. Vote at all meetings of stockholders of any company or otherwise act as my attorney or proxy in respect of my shares of stock or other securities or investments that now or hereafter belong to me, and appoint substitutes or proxies with respect to any of those shares of stock.

30. To create, amend, modify, or revoke any document or other disposition effective at the principal's death or transfer assets to an existing trust created by the principal.

31. Prosecute, defend, and settle all actions and other legal proceedings touching my estate or any part of it or touching any matter in which I may be concerned in any way.

32. To transfer any assets owned by me, real or personal to a revocable living trust created for my benefit.

33. In general to deal with all of my real and personal property in any manner which I could do if personally present, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purpose, as I might or could do if personally present.

34. To exercise each and all of these powers in any state, country or legal jurisdiction as fully as though this instrument had been executed pursuant to the laws thereof.

35. To create, prepare, sign and amend from time to time a Trust Agreement in my behalf as Settlor and/or Trustee, on terms my Agent decides to be appropriate, and act as a Trustee for my income from Social Security and pensions so as to comply with dictates of the Florida Department of Children and Families affiliate or successor agency to enable me to obtain Medicaid benefits.

36. To change bank and/or credit union account titles and/or create new bank accounts so as to place my income from Social Security and/or pensions in one or more automatic deposit accounts in the name of the Trust created pursuant to Paragraph 35 above and to deal in said accounts as Trustee pursuant to said Trust Agreement.

37. To sign any and all forms and documents necessary to have all of my Social Security and pension benefits automatically deposited in the account or accounts created pursuant to Paragraph 36 above.

38. To receive and hold certificates and other evidences of ownership with respect to stocks and bonds, or to hold such securities in street certificates or in a book entry system.

39. To exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

40. To the extent not limited in the Special Transactions Section, to apply for, fund, modify, withdraw from, or terminate a qualified tuition plan authorized under 26 USC § 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.

41. To conduct investment transactions as provided in FS § 709.2208(2).

#### **FINANCIAL MATTERS**

42. To collect, receive, and receipt for any and all sums of money or payments due or to become due to me.

43. To continue, establish, modify, or terminate an account, credit or debit card, electronic transfer authorization, or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, insurance company, or other financial institution selected by the Agent.

44. To make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper.

45. To deposit to or withdraw from, by check, order, electronic funds transfer, wire transfer, or otherwise, money or property of mine held by a financial institution.

46. To receive statements of account, notices, and similar documents from a financial institution and act with respect to them; to contract with a financial institution for services, including renting a safe deposit box or space in a vault.

47. To enter any safe deposit box or vault on which I am a signer and withdraw or add to the contents.

48. To adjust, renew or extend the time of payment of commercial paper, a debt owed to me, a debt I owe, or a debt guaranteed by me, or any other financial transaction.

49. To borrow money on my behalf and pledge as security my personal property; to apply for, receive, and use letters of credit from a financial institution, and give an indemnity or other agreement in connection with them.

50. To conduct banking transactions as provided in FS §709.2208(1).

### **BUSINESSES AND CONTRACTS**

51. 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, and other domestic and foreign forms of organizations (each referred to as an "Entity"), in which I am now or have been engaged or interested.

52. 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.

53. 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.

54. To enter into an ownership agreement with other persons to take over all or part of the operation of an Entity.

55. 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.

56. To participate in any type of liquidation or reorganization of any enterprise.

57. 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 merger, reorganization, conversion, domestication or equivalent transactions with respect to any Entity; and to enter into voting trusts and other agreements or subscriptions.

58. 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.

59. To compromise, arbitrate, or otherwise adjust claims in favor of or against any Entity in which I have an interest.

60. Except as otherwise provided under FS §709 relating to contracts for personal services, to contract with any person or Entity for any purpose, and to perform that contract; to agree to any termination, release, rescission or modification of any contract or agreement.

## INSURANCE, ANNUITIES, AND RETIREMENT FUNDS

For purposes of this section, a "Contract" means a contract of insurance on my life, a contract of insurance regarding my disability or long term care, or an annuity (however denominated). A "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 nonqualified deferred compensation plan under § 409A. To the extent not limited in the Special Transactions Section, I give my Agent the following powers:

61. To continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a Contract, whether or not I am a beneficiary under the contract, and whether owned by me or obtained by my Agent.
62. To procure new contracts for me and any member of my family.
63. To exercise the following rights for Contracts:
  - a. To obtain a loan secured by a Contract or to borrow against its value;
  - b. To surrender a Contract and receive its cash surrender value;
  - c. To exercise any election available under that Contract;
  - d. To exercise investment powers, if applicable;
  - e. To change the manner of paying premiums and to select the form and timing of the payment of proceeds;
  - f. To change or convert the Contract to another type;
  - g. To sell, assign, or otherwise transfer the Contract.
64. To obtain property, casualty, liability or any other insurance for me and my property.
65. With respect to a Plan, I give my Agent the following powers:
  - a. To select the form and timing of payments and withdraw benefits from the Plan;
  - b. To make rollovers, including a direct trustee-to-trustee rollover, of benefits from one Plan to another;
  - c. To establish a Plan in my name;

- d. To make contributions to a Plan;
- e. To exercise investment powers, if applicable;
- f. To borrow from, sell assets to, or purchase assets from a Plan.

### **ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS**

To the extent not limited in the Special Transactions Section, to act for me regarding any trust, probate estate, guardianship, conservatorship, escrow, custodianship or fund in which I may have a right or beneficial interest, including:

- 66. To make an election on my behalf for me to receive an elective share of my husband's estate, if any, as provided by Florida law from time to time.
- 67. To exercise for my benefit a presently exercisable general power of appointment.
- 68. To transfer property to the trustee of a trust created by me or for my benefit.
- 69. To accept, receipt for, sell, assign, pledge, or exchange my interest; to reject or disclaim, or consent to a modification of, my interest.
- 70. To initiate and pursue litigation, including settlement, compromise, or alternative dispute resolution, regarding my interest, including a determination of the meaning, validity, or effect of a deed, Will, declaration of trust, or other instrument or transaction affecting my interest, or to remove, substitute or surcharge a fiduciary.

### **CLAIMS AND LITIGATION**

- 71. To sue in my name and behalf for the recovery of any and all sums of money or other things of value, payments due or to become due to me, or damages I have sustained or will sustain; to 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; and to collect, hold and disburse any property received in satisfaction of judgments.
- 72. To initiate or participate in adjustments of claims, either by me or against me, including submission to alternative dispute resolution, and to settle or compromise such claims.
- 73. To participate and bind me in any litigation, including: 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.
- 74. To pay any and all bills, accounts, claims, and demands now or hereafter payable by me, including a judgment, award, order or settlement made in connection with a claim or litigation.

75. To assert and maintain before a court or administrative agency a claim for relief or cause of action, or to seek an injunction, specific performance, or other relief.

76. To act for me with respect to any bankruptcy or insolvency concerning me or some other person, or with respect to a reorganization or receivership which affects my interest in any property.

### **PERSONAL AND FAMILY MATTERS**

77. 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"). I designate my Agent as my personal representative under HIPAA. My Agent may also enforce any or all of the privileges listed above.

78. To nominate on my behalf a person (including an Agent) or entity to be appointed by a court of appropriate jurisdiction as guardian of my person or property, or both, or as custodian for my property during the pendency of any proceedings to determine my legal capacity.

79. To receive and open my mail, change my mailing address, and otherwise represent me in any matter concerning the U.S. Postal Service.

80. To access communications intended for me, and communicate on my behalf, whether by mail, electronic transmission, telephone, or other means.

81. To access my accounts involving web-based communications, such as email, memberships in organizations or commercial enterprises, and social media, all of which require a user name and password for access, even to the extent of compelling the provider to reset my information to data of my Agent's choosing.

82. To the extent not limited in the Special Transactions Section, to continue or discontinue my membership in any club, religious institution, society, order, or other organization (whether individual or family) and to continue or discontinue payment of dues, fees, or contributions to those organizations.

83. Accept or resign on my behalf from any offices or positions which I may hold, including any fiduciary positions.

84. To hire and compensate attorneys, accountants, advisors, financial consultant, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments) without liability for any act of those persons, if they are selected and retained with reasonable care. An Agent may serve in one or more of these capacities and be compensated separately for the services in each.

85. To discharge (with or without cause) any person hired by me (or on my behalf), by my Agent, or by any prior Agent, including but not limited to, the categories of persons named above, and physicians, nurses, care-givers, and domestics.

86. To make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which I am a party.

87. To use my funds or other property as reasonably necessary to provide for the health, care, and welfare of any pets or animals that belong to me, including (but not limited to) expenditures for food, veterinary care, grooming, toys, day care, and temporary boarding or pet-sitting fees. I grant my agent the authority to maintain my pets or animals in the same standard of health, care, and welfare as I have done. For purposes of this document, any actions taken by my agent for the benefit of my pets or animals shall be considered taken for my own benefit.

#### **GOVERNMENT BENEFITS AND ACTIONS**

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 my Agent the following powers:

88. To file or process claims, and receive payment for, any amounts due me under Social Security, or as payments for retirement under the Civil Service Administration, the Railroad Retirement Act, any plan sponsored by a state (or a subdivision of a state) of the United States, or any branch of the military.

89. 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.

90. 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, CHAMPUS, 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.

91. 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.

92. To create, fund, and maintain an Income Trust pursuant to 42 USC § 1396(d)(4)(B) in order to qualify me or retain my eligibility for Medicaid or any other public assistance benefits.

### TAXES

93. To represent me before any office of the Internal Revenue Service or any state agency, to receive confidential information regarding all tax matters for all periods, whether before or after the execution of this instrument, and to make any tax elections on my behalf.

94. To prepare, sign and file any tax return on my behalf including income, gift, payroll, property, Federal Insurance Contributions Act, claims for refund and other tax returns or other tax-related documents, including receipts, offers, waivers, consents, and agreements.

95. To pay taxes due, collect refunds, post bonds, receive confidential information, and contest assessments, deficiencies, fines, or penalties determined by the Internal Revenue Service or any other taxing authority.

96. To execute on my behalf 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.

### SPECIAL TRANSACTIONS

My Agent is authorized to perform the following specific acts for me if I have initialed the specific authority listed below beside the respective paragraph. **If I have not initialed an item, my Agent is not authorized to take that action.**

#### Initial:

*mac* 97. **Power to Make Gifts.** I grant to my Agent the power to make gifts of any of my property to or to pay amounts on behalf of (including transfers which are made outright, in trust or otherwise) any one or more of my descendants (including my Agent, if my Agent is a descendant of mine) or to any charitable organization to which deductible gifts may be made under the income and gift tax provisions of the Code\*[if, in the opinion of my Agent, such gifts would reduce income, estate, generation skipping transfer or state inheritance taxes]\*. Such gifts or amounts paid to my descendants shall include those which are excludible under Section 2503(b) or Section 2503(e) of the Code or those to which the split gift provisions of Section 2513 of the Code are expected to apply. Nothing herein shall be construed to require any court action whatsoever prior to making such gifts, nor to restrict such gifts to a situation in which it must be determined that I will remain incapacitated for the remainder of my lifetime. Notwithstanding the foregoing, the gifts made by a person who is serving as my Agent under this durable power of attorney to himself or herself shall not exceed in the aggregate for any calendar year the greater of five thousand dollars (\$5,000) or five percent (5%) of the fair market value of my estate (for U.S. gift tax purposes) as of December 31<sup>st</sup> of such calendar year; provided, however, if my Agent is making gifts authorized by the following paragraph of this durable power of attorney in order to obtain or maintain eligibility for public health care benefits, then these limitations shall not apply.

*mac* 98. **Power to Make Gifts to Qualify for Public Benefits.** If my Agent in my Agent's sole discretion has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my Agent shall have the power (1) to take any and all steps necessary, in my Agent's judgment, to obtain and maintain my eligibility for any and all public

benefits and entitlement programs, including, if necessary, creating and funding a qualified income trust or special needs trust for me, my husband or a disabled child, if any; (2) to transfer with or without consideration my assets to my husband and/or my descendants (if any), or to my natural heirs at law or to the persons named as beneficiaries under my [last will and testament / will] or a revocable living trust which I may have established, including my Agent; and (3) to enter into a personal services contract for my benefit, including entering into such contract with my Agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid and Veterans benefits.

*(Mac)* 99. **Create an Inter Vivos Trust.** I grant to my Agent the power to create for me (and with my husband as to any property owned by my husband or in which my husband has any interest which may be transferred) one or more revocable trusts (referred to as a “grantor trust”) of which I am an income beneficiary and with such person or persons as my Agent shall select as the trustee or co-trustees (including my Agent or any corporate trustee having at the time of its appointment [trust company]), without bond or other security, and with such other terms and provisions as my Agent shall deem appropriate, including but not limited to, provisions to minimize or eliminate any death or transfer taxes which may be imposed on my estate, any grantor trust, any beneficiary of my estate or any beneficiary of any grantor trust, and to grant to the trustee or co-trustees of any grantor trust any one or more of the powers granted to a trustee under the governing law of the trust; provided, however, such trust agreement shall provide that I retain the power to revoke any such grantor trust, and further provided that at my death the assets of any such grantor trust which are treated as owned by me shall pass in a manner which is consistent with any existing estate plan which I may have previously instituted, including dispositions of my property by will, trust, beneficiary designation, or otherwise, and including the apportionment of taxes and other expenses, or if there is no person named in such grantor trust to whom such assets shall pass, then such assets shall be delivered to the personal representative of my estate. It is not my intention in granting the power enumerated in this paragraph to allow my Agent to change in any way the persons who will be receiving the property of my estate or the overall scheme of my estate plan; rather, I am attempting to facilitate my Agent’s ability to save taxes or otherwise reduce the costs of administering my estate.

*(Mac)* 100. **Amend, Modify, Revoke, or Terminate a Trust Created by or on Behalf of Me.** If I have already established a grantor trust, or if my Agent creates a grantor trust for me, my Agent shall have the power to amend or modify such grantor trust in a manner which is consistent with the provisions contained herein; and in addition, any such grantor trust created by me or by my Agent may be revoked by my Agent as long as such revocation results in a disposition of my estate which is consistent with my existing estate plan. Further, my Agent shall have the power to transfer all or part of the interest I may own in any real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of such grantor trust.

*(Mac)* 101. **Create or Change Rights of Survivorship.** My Agent shall have the power to create, change, or terminate any ownership arrangement, including bank and brokerage accounts, in which I am a joint tenant owning an interest with one or more other persons with rights of survivorship.

(Mac) 102. **Create or Change a Beneficiary Designation.** My Agent may create, designate, or change the beneficiary of a contract procured by or on my behalf that insures or provides an annuity payable either to me or to another person, whether or not I am a beneficiary under the contract, except that my Agent may be named a beneficiary of the contract or an extension, renewal, or substitute for the contract only to the extent my agent was named as a beneficiary under a contract procured by me before executing this power of attorney. Further, my Agent may similarly designate or change the beneficiary or benefits payable by a retirement plan, except that my Agent may be named a beneficiary only to the extent my Agent was a named beneficiary under the retirement plan before this power of attorney was executed.

(Mac) 103. **Waive My Right to be a Beneficiary of Joint and Survivor Annuity, Including a Survivor Benefit Under a Retirement Plan.** My Agent shall have the power to waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. This waiver right shall apply to an annuity or retirement plan which is owned by me, in which I am a participant, or in which I am a beneficiary.

(Mac) 104. **Disclaim Property and Powers of Appointment.** My Agent shall have the power to disclaim any property, including a power of appointment, and also including any legacy, bequest, devise, gift, or other property interest or payment due or payable to me.

(Mac) 105. **Power to Plan for Medicaid.** To make, execute and deliver to appropriate State Agency or agencies an Assignment of Rights of Support whereby, should I apply for Medicaid benefits and my spouse refuses support, I assign my rights of support against my spouse to the state.

(Mac) 106. **Execution of Contracts.** My Agent may execute any contract on my behalf. This authority specifically includes the execution of personal services contracts, where my Agent is also the service provider.

#### ADDITIONAL PROVISIONS

My Agent shall have the power to arrange for and consent to medical, therapeutical, and surgical procedures and nursing home decisions for me, including the administration of **or the withholding of** drugs, nutrition and hydration; to act generally and fully as my **HEALTH CARE SURROGATE** in all matters pertaining to my care and well-being; to carry out and implement any and all directions that I may have given by a "Living Will."

I intend for my Health Care Surrogate to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996(aka HIPAA), 42 USC 1320d and 45 CFR 160-164.

**Appointment of Preneed Guardian.** I hereby appoint my Agent as my preneed guardian to serve as guardian of both my person and property in the event of my incapacity but only in the event a guardianship is required or desired (and this appointment shall not be construed as requiring such guardianship and shall instead evidence my desire that my Agent handle all of my affairs to the maximum extent possible so as to not necessitate a guardianship procedure).

IT IS MY INTENTION by this instrument to create a durable power of attorney pursuant to Chapter 709 of the Florida Statutes. This durable power of attorney shall not be affected by my subsequent disability except as provided by F.S. § 709.2104; this power shall be non-delegable by my Agent and shall be valid until such time as I shall die, or shall revoke this power by written instrument or shall be adjudged incompetent by a court. All acts done by my Agent pursuant to this power conferred during any period of my disability or incompetence, shall have the same effect and inure to the benefit of and bind me or my heirs, devisees, and personal representatives as if I were competent and not disabled.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5/27, 2021.

Sealed and Delivered in the Presence of:

Jean Zeno  
Witness

Margaret Ann Cadley (SEAL)  
MARGARET ANN CADY

[Signature]  
Witness

STATE OF FLORIDA  
COUNTY OF LAKE

BE IT KNOWN THAT on 5/27, 2021, before me, a Notary Public in and for the State of Florida, duly commissioned and sworn, personally came and appeared **MARGARET ANN CADY**, to me personally known and known to me to be the same person described in or has produced a driver's license as identification and who did take an oath and who executed the within Durable Power of Attorney and she acknowledged the within power of attorney to be her act and deed. The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

This Instrument Prepared by:  
Law Offices of Joseph F. Pippen, Jr. & Associates  
1920 East Bay Drive  
Largo, FL 33771

[Signature]  
Notary Public

