

DELAWARE-MUNCIE METROPOLITAN BOARD OF ZONING APPEALS

APPLICATION FOR APPEAL

Jurisdiction: (Check One)

☐ Delaware County

☒ City of Muncie

Submitted: Jan. 29, 2024

Case No.: BZA 05-24

(1) Applicant: Phillip Mark & Stacy R. Mark Jeurissen

Address: 2600 West Riggin Road, Muncie 47304 Phone: 765-716-8447

(2) Applicant's Status: (Check the appropriate response)

☐ (a) The applicant's name is on the deed to the property.

☐ (b) The applicant is the contract owner of the property.

☒ (c) Other: Stacy has power of attorney and is in the trust for this property

(3) If Item (2)(c) is checked, please complete the following:

Owner of the property involved: Phillip Mark

Owner's address: 309 Vestrella Dr. Poinciana, FL 34759

(4) Record of Ownership:

Deed Book No.: 2022R14013

Page: _____

Purchase Date: October 28, 2008

Legal Description: (From the Deed or Abstract)

Lot Number 25 in Belmont Addition to the City of Muncie, Indiana

(5) Common Address of the Property Involved: (Give full street address. If no address, give geographic location such as s. side of CR 400S, 500' west of SR 3).

1800 North Rosewood Ave. Muncie, IN 47304

(6) Type of Appeal: (Check the appropriate response)

☐ (a) Request for an Appeal from the Decision of the Administrative Zoning Officer according to Article XXXII, Section 5-B-1. (Attach a copy of said decision/ruling).

☐ (b) Request for a Special Use according to Article XXXII, Section 5-B-2.

☒ (c) Request for a Variance according to Article XXXII, Section 5-B-3.

(7) State explanation of requested Appeal: (State what you want to do and cite the Article and Section of the Ordinance which applies and/or creates the need for this Appeal.)

Request for a variance of use from the terms of the City of Muncie Comprehensive Zoning Ordinance, Article XVI, Section 1, to allow an existing 1336 sq. ft. dwelling to be converted into two dwelling units in a single-family residence zone.

(8) State reasons supporting the Appeal: (If filing for a variance, refer to the attached sheet entitled "Hardship Variance" for explanation/guidance.)

This request is to convert a single family home with 6 bedrooms and 2 and 1/2 baths in to a duplex with 3 bedrooms in one side with 1 and 1/2 bath. The other side would have 2 bedrooms and 1 and 1/2 baths. The modification of this property would not extend the existing foot print of the structure. Adequate off street parking exists for up to 7 cars.

The request is to provide better service to the current market of students looking for smaller shared living spaces. By splitting the property in to 2 units we believe it can be occupied more frequently by tennants from the local market.

(9) Present Zoning of the property: (Give exact classification)

R4 Resident zone.

(10) Present use of the property:

Rental property for college students

(11) Describe the proposed use of the property:

Split house in to two units in order to provide more opportunity for smaller groups.

(12) Is the property:

☐ Owner Occupied

☐ Renter Occupied

☒ Other: Property is currently empty but has been rented to students for many years

- (13) Has the Applicant provided stamped, addressed envelopes to send notices of this Appeal to all property owners within 300 feet? Yes
Has the Applicant discussed this Appeal with these owners personally? No
If answer is "YES", give their attitudes toward the proposal.

- (14) Are there any restrictions, laws, covenants, governing the property which would prohibit its use for the purpose specified in this application? If answer is "YES", attach a copy.

Only restriction is the current zoning

- (15) Has work for which this application is being filed already started? If answer is "YES", give details.

No

- (16) Has there been any previous appeal filed in connection with this property? If answer is "YES", give the date and the decision of the appeal.

No

- (17) If the Appeal is granted, when will work commence?

Immediately

When will it be completed?

July 2024

- (18) If the Appeal is granted, who will operate and/or use the proposed improvement for which this application has been filed?

Property will be managed by Stacy Mark-Jeurissen and will be rented to locals.

AFFIDAVIT

(I or We) Stacy R. Mark-Jeurissen

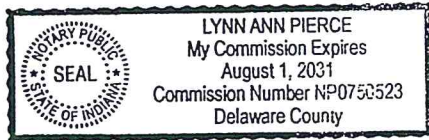
TYPE NAME(S) OF SIGNATORIES

being duly sworn depose and say that (I or We) (am or are) the (owner[s]) (contract owner[s]) of property involved in this application and that the foregoing signatures, statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of (my or our) knowledge and belief.

SIGNATURES:

Stacy R. Mark-Jeurissen

Subscribed and sworn to before me this 26th day of January, 2024 /



Lynn Ann Pierce
Notary Public

August 1, 2031
Commission Expires

Resident of Delaware County

State of Indiana

DO NOT WRITE IN THIS SPACE

The foregoing application has been inspected by me and was filed with the office of the Delaware-Muncie Metropolitan Board of Zoning Appeals in accordance with all the formal requirements and procedures.

If properly advertised by the applicant, the application will be heard in public

hearing on the 29th day of February, 2024.

Signed: [Signature]

Date: 2-20-24

Stacy Mark-Jeurissen
IP
JCR

2022R14013
MELANIE MARSHALL
DELAWARE COUNTY RECORDER
RECORDED ON
09/09/2022 02:37 PM
REC FEE 25.00
PAGES: 1
RECORDED AS PRESENTED

File No.: 20222134
Parcel Number: 18-11-04-351-011.000-003 ✓

WARRANTY DEED

This Indenture Witnesseth, That Phillip Mark and Shirley Mark, husband and wife (Grantors) **Convey and Warrant** to the Revocable Trust Agreement of Phillip R. Mark and Shirley K. Mark, dated July 21, 2022 (Grantee) for no consideration, the following described real estate in Delaware County, in the State of Indiana:

Lot Numbered 25 in Belmont Addition to the City of Muncie, Indiana.

2022R14011

This conveyance is executed pursuant to Power of Attorneys recorded in Instrumnt No. 2022R_____ and Instrument No. 2022R_____. **2022R14012**

The parties hereto acknowledge that the preparer has not conducted a title search in connection with this transaction and makes no guarantee as to the status or condition of the real estate title.

Subject To any and all easements, assessments, agreements, and restrictions of record.

In Witness Whereof, Grantor has executed this deed this 9 day of September, 2022.

Phillip Mark
Phillip Mark

Shirley Mark
Shirley Mark

BY: Stacy R. Mark-Jeurissen
Stacy Richele Mark-Jeurissen, his Attorney-in-fact

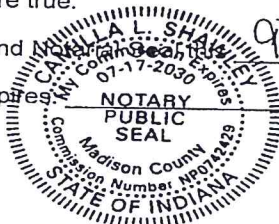
BY: Stacy R. Mark-Jeurissen
Stacy Richele Mark-Jeurissen, her Attorney-in-fact

State of Indiana, County of Delaware SS: ACKNOWLEDGMENT

Before me, a Notary Public in and for the said County and State, personally appeared **Phillip Mark and Shirley Mark, husband and wife, by Stacy Richele Mark-Jeurissen, their Attorney-in-fact** who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and 9th day of September, 2022.

My Commission Expires



Carole L. Shawley
Residing in Madison, Notary Public
County

Send tax bills to and Grantee's street or rural route address is: 2600 W. Riggin Rd.; Muncie, IN 47304

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. James W. Smith, Attorney-at-Law

This instrument prepared by: James W. Smith, Attorney-at-Law

Duly Entered for Taxation
Transfer Fees \$ 1000

SEP 09 2022

Kevin G. Coughlin
Delaware County Auditor



Stacy Mark- Jeurissen
1419

2022R14011
MELANIE MARSHALL
DELAWARE COUNTY RECORDER
RECORDED ON
09/09/2022 02:37 PM
REC FEE 25.00
PAGES: 14
RECORDED AS PRESENTED

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, the undersigned **PHILLIP R. MARK**, have made, constituted and appointed, and by these presents do make, constitute and appoint **SHIRLEY K. MARK** or **STACY RICHELE MARK-JEURISSEN** 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 wife'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:

 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 31st 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.

 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 wife or a disabled child, if any; (2) to transfer with or without consideration my assets to my wife 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.

☒ 99. **Create an Intervivos Trust.** I grant to my Agent the power to create for me (and with my wife as to any property owned by my wife or in which my wife 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.

☒ 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.

☒ 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.

☒ 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.

✓ 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.

✓ 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.

✓ 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.

✓ 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).

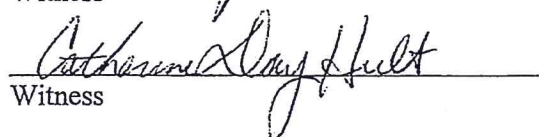
IT IS MY INTENTION by this instrument to create a durable power of attorney pursuant to Chapter 709 of the Florida Statutes. This durable power of attorney shall not be affected by my subsequent disability except as provided by F.S. § 709.2104; this power shall be non-delegable by my Agent and shall 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 July 21, 2022.

Sealed and Delivered in the Presence of:


Witness

 (SEAL)
PHILLIP R. MARK

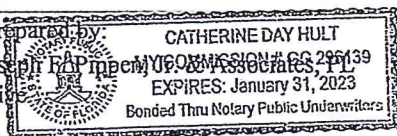

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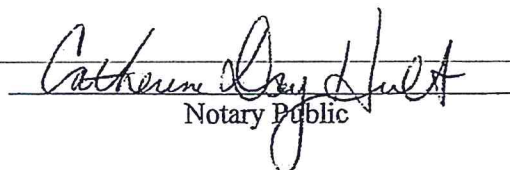
STATE OF FLORIDA
COUNTY OF POLK

BE IT KNOWN THAT on July 21, 2022, before me, a Notary Public in and for the State of Florida, duly commissioned and sworn, personally came and appeared **PHILLIP R. MARK**, 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 he acknowledged the within power of attorney to be his 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 R. Pappalardo, P.A.
1920 East Bay Drive
Largo, FL 33771




Notary Public

1800 North Rosewood Area Map



1800 N. Rosewood Property

Unit #1 Approximately 975 Square Feet

Parking #1 19' W x 20' D

Unit #2 Approximately 875 Square Feet

Parking #2 33' W x 25' D

Parking #3 18' W x 18' D

