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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

**AFFIDAVIT REGARDING  
NONREVOCATION OF POWER OF ATTORNEY  
Recorder's Cover Sheet**

**Preparer Information:** Aaron M Hubbard, 2900 100th St, Ste 209, Urbandale, IA 50322,  
Phone: 515-222-1700

**Taxpayer Information:** Blue Heeler Properties, LLC, 4220 98th Street, Urbandale, Iowa 50322

<sup>3</sup>  
E 7 ✓ **Return Document To:** Aaron M Hubbard, 2900 100th St, Ste 209, Urbandale, IA 50322

**Grantors:**

Krystal L. Soulak

**Grantees:**

The Public

**Legal Description:** The West 180 feet in width of Out Lot Six (6), in the Town of Truro, formerly called Ego, in Madison County, Iowa, excepting therefrom a tract described as follows: Commencing at the Southwest corner of said Out Lot Six (6), running thence North 132 feet, thence East 180 feet, thence South 132, feet, thence West 180 feet to the place of beginning; AND the West 180 feet in width of Out Lot Seven (7), in said Town of Truro, Iowa, which lies South of Prairie Street.





**AFFIDAVIT REGARDING NONREVOICATION OF POWER OF ATTORNEY**

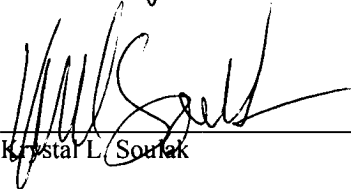


STATE OF IOWA, COUNTY OF Polk SS:

I, Krystal L. Soulak, being first sworn upon my oath, do depose and state under the penalty of perjury that Anthony Soulak, granted me the authority as an agent or successor agent in a Power of Attorney dated 07/21/2023. A true and exact copy of the power of attorney is attached and by this reference hereby made a part of this affidavit.

I further certify all of the following to the best of my knowledge:

1. The principal is alive and has not revoked the power of attorney; the power of attorney and my authority to act under the power of attorney have not terminated.
2. The power of attorney is "durable" because the authority of the agent is not affected by the disability or incapacity of the principal, pursuant to Iowa Code Section 633B.104.
3. This affidavit is executed in the absence of fraud and is therefore conclusive proof of the non-revocation or non-termination of the power of attorney, under Iowa Code Section 633B.120.
4. The power of attorney was drafted to become effective immediately upon execution.
5. Pursuant to Iowa Code Section 633B.119, the holder of the principal's property may rely in good faith on the statements contained in this affidavit and has no duty to inquire further. Failure of the holder of the principal's property to take action at the direction of the agent can result in Court-awarded damages, costs, penalties, and attorney's fees.

This Affidavit is given to clear any potential cloud on the title to the above-described real estate.

STATE OF <u>Iowa</u> ) ) SS: COUNTY OF <u>Polk</u> )	Dated: <u>May 2nd</u> , 2024
On this <u>2nd</u> day of <u>May</u> , 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Krystal L. Soulak, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that those persons executed the same as their voluntary act and deed.	 _____ Krystal L. Soulak
 _____ Notary Public in and for said State	

# DURABLE POWER OF ATTORNEY

## IMPORTANT INFORMATION

This Power of Attorney authorizes another person (your Agent) to make decisions concerning your property for you (the Principal). Your Agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney Act.

This Power of Attorney does not authorize the Agent to make healthcare decisions for you.

You should select someone you trust to serve as your Agent. Unless you specify otherwise, generally the Agent's authority will continue until you die or revoke the Power of Attorney, or the Agent resigns or is unable to act for you.

Your Agent is entitled to reasonable compensation unless you state otherwise in the Special Instructions.

This form provides for designation of one Agent. If you wish to name more than one Agent, you may name a Co-Agent in the Special Instructions. Co-Agents are not required to act together unless you include that requirement in the Special Instructions.

If your Agent is unable or unwilling to act for you, your Power of Attorney will end unless you have named a Successor Agent. You may also name a second Successor Agent.

This Power of Attorney becomes effective immediately unless you state otherwise in the Special Instructions.

**If you have questions about the Power of Attorney or the authority you are granting to your Agent, you should seek legal advice before signing this form.**

**I. APPOINTMENT OF MY AGENT.** I, Anthony Soulak (hereinafter referred to as "Principal"), hereby execute this Durable Power of Attorney appointing the following named individual as my "Agent" (also known as Attorney-in-Fact):

Name: Krystal Soulak  
Address: 205 N Hull

Truro, Iowa 50257-8625  
Phone Number: 5152497485

2. **EFFECTIVENESS.** This shall be effective from when I sign it. The authority of my Agent, when effective, shall not terminate or be void or voidable if I am or become disabled or in the event of later uncertainty as to whether I am dead or alive.
3. **AGENT AS FIDUCIARY.** I give my Agent the powers specified in this Durable Power of Attorney with the understanding that they will be exercised for my benefit, on my behalf, and solely in a fiduciary capacity.
4. **GENERAL AUTHORITY TO ACT.** I hereby grant my Agent, including any Successors or Co-Agents, the general authority to act on my behalf in the following subjects: **(INITIAL ALL POWERS THAT APPLY)**
  - a. AS Real property
  - b. AS Tangible personal property
  - c. AS Stocks and bonds
  - d. AS Commodities and options
  - e. AS Banks and financial institutions
  - f. AS Operation of entity or business
  - g. AS Insurance and annuities
  - h. AS Estates, trusts, and other beneficial interests
  - i. AS Claims and litigation
  - j. AS Personal and family maintenance
  - k. AS Benefits from governmental programs and civil or military service
  - l. AS Retirement plans
  - m. AS Taxes
  - n. AS Gifts
  - o. AS **All Other Matters.** Except for those actions that conflict with or are limited by another provision of this Durable Power of Attorney and those powers listed in this instrument to which my initials are not affixed, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions of this Durable Power of Attorney, to the extent that a principal can act

through an agent. This section does not authorize my Agent to make healthcare decisions.

5. **SPECIFIC ACTS AUTHORIZED.** In addition to the general powers authorized above, I specifically authorize my Agent to perform the following acts: **(INITIAL ALL POWERS THAT APPLY)**
- a. AS Create or amend designations of rights of survivorship, including in financial accounts and real property.
  - b. AS Create or amend designations of Beneficiaries.
  - c. AS Delegate or otherwise authorize another person to exercise the powers delegated to the Agent under this instrument.
  - d. AS Waive Principal's right to be a Beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
  - e. AS Exercise fiduciary powers validly delegated by Principal.
  - f. AS Disclaim, refuse, or release an interest in property or a power of appointment.
  - g. AS **Inter Vivos Trusts.** I give my Agent the power to take all actions that my Agent considers necessary or desirable with respect to trusts that exist when this power is executed or that are established thereafter, including the following powers: to establish trusts for the benefit of my spouse, partner, children, grandchildren, and parents; to contribute or transfer assets to any trust in which I have an interest; and to exercise any power I may have as an individual, other than as a trust beneficiary, such as borrowing trust assets, amending or revoking trust agreements, and voting shares of stock, but subject to the limitation that any trust I have created may be modified or revoked by my Agent only if expressly permitted by the trust instrument. This section must not be construed as limiting the authority of my Agent to exercise any power, with respect to trusts, that I may hold in a fiduciary capacity or as a trust beneficiary. to the extent that such authority is specifically given elsewhere in this instrument.
  - h. AS **Pets.** I give my Agent the power to house, or arrange for the housing, support, and maintenance of any animals that I own or have custody of and to pay reasonable boarding, kenneling, and veterinary fees for such animals.
  - i. AS **Funeral and Burial Arrangements.** I give my Agent the power to arrange for my funeral or other memorial service and for burial or cremation of my remains in accordance with all of my known wishes.
  - j. AS **After-Acquired Property.** The powers granted to my Agent in this instrument are exercisable equally with respect to interests in property I own when this instrument is executed and after-acquired property interests, wherever the property is located, and

whether or not the powers are exercised or the Durable Power of Attorney is executed in the same state.

- k. AS **Gifts to Agent.** Notwithstanding any other provision in this Durable Power of Attorney, my Agent may make gifts in amounts not to exceed the annual federal gift tax exclusion to him or herself but only if my Agent is in need of funds to meet the reasonable expenses of the following: support in accordance with my Agent's accustomed manner of living; medical, dental, hospital, and nursing services, and other costs relating to the health care of my Agent; and my Agent's education.
- l. AS **Nominating a Conservator.** If proceedings are initiated for the appointment of a Conservator of my person or my estate or both, I authorize my Agent to nominate whomever he or she believes is appropriate as Conservator of my person or my estate or both, including appointing him or herself. I authorize my Agent to waive the requirement of a bond for any person appointed, if he or she believes a waiver is appropriate.
- m. AS **General Authority.** Except for those actions that conflict with or are limited by another provision of this Durable Power of Attorney, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions of this power, to the extent that a principal can act through an agent. This section does not authorize my Agent to make healthcare decisions.

In connection with the exercise of any of the powers described in the preceding sections, I give my Agent full authority, to the extent that a principal can act through an agent, to take all actions that he or she believes necessary, proper, or convenient, to the extent that I could take these actions myself, including, without limitation, the power to prepare, execute, and file documents and maintain records; to enter into contracts; to hire, discharge, and pay reasonable compensation to attorneys, accountants, expert witnesses, or other assistants; to engage in litigation regarding a claim in favor of or against me; and to execute, acknowledge, seal, and deliver any instrument.

- n. \_\_\_\_ **Restrictions on Property Management Powers.** Notwithstanding any other provision in this Durable Power of Attorney, my Agent does not have any of the following powers related to property management: to use my property to discharge the legal obligations of my Agent, including but not limited to the support of the dependents of my Agent, except for those dependents to whom I also, along with my Agent, owe a duty of support; to exercise any incident of ownership over any insurance policy that I own and that insures the life of my Agent; or to exercise powers of a trustee under an irrevocable trust of which my Agent is the settler and of which I am a trustee.
- o. \_\_\_\_ **Beneficial Use.** If my Agent is not my ancestor, descendant, or spouse, my Agent MAY use my property to Agent's own benefit and/or for supporting someone to whom Agent owes a support obligation.

6. **NOMINATION OF A GUARDIAN OR CONSERVATOR (OPTIONAL).** If a Conservator or Guardian of my person or estate needs to be appointed for me by a court: (INITIAL)

a. AS I nominate Krystal Soulak.

First Choice: Krystal Soulak  
Address: 205 N Hull  
Truro, Iowa 50257-8625

7. **AMPLIFYING POWERS**

a. **Compensation**

- i. My Agent will be entitled to reasonable compensation for services rendered as Agent under this Durable Power of Attorney. Factors that should be considered in determining the amount of compensation are as follows:
    - A. The time expended by my Agent.
    - B. The value of the property over which my Agent exercises control and management.
    - C. The complexity of the transactions entered into by my Agent.
  - ii. My Agent may pay the compensation from my assets once each week, and must keep records of the services performed, the time spent in performing them, and the date and amount of each payment.
- b. **Reimbursement for Costs and Expenses.** My Agent will be entitled to reimbursement from my property for expenditures properly made in performing the services conferred by me in this instrument. My Agent must keep records of any such expenditures and reimbursements.
- c. **Reliance by Third Parties.** To induce third parties to rely on the provisions of this instrument, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested by my Agent in the exercise of any of the powers described in this instrument. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third party who acts in reliance on this power for damages or liability incurred as a result of that reliance.
- d. **Ratification.** I ratify and confirm all that my Agent does or causes to be done under the authority granted in this instrument. All contracts, promissory notes, checks, or other bills of exchange, drafts, other obligations, stock powers, instruments, and other documents signed, endorsed, drawn, accepted, made, executed, or delivered by my Agent will bind me, my estate, my heirs, successors, and assigns.

- e. **Exculpation of Agent.** My Agent will not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but will be liable for any willful misconduct or gross negligence.
- f. **Revocation and Amendment.** I revoke any and all Durable Powers of Attorney that I have executed before executing this Durable Power of Attorney. I retain the right to revoke or amend this Durable Power of Attorney and to substitute other agents in place of my Agent. Amendments to this Durable Power of Attorney must be made in writing by me personally. They must be attached to the original of this document and, if the original is recorded, must be recorded in the same county or counties as the original, although failure to record any amendment will not alter its affect.

**8. GENERAL PROVISIONS**

- a. **Signature of Agent.** My Agent must use the following form when signing on my behalf pursuant to this Durable Power of Attorney: "[Principal] by [Agent], his or her Agent."
- b. **Severability.** If any of the provisions of this instrument are found to be invalid for any reason, that invalidity will not affect any of the other provisions of this power, and all invalid provisions will be wholly disregarded.
- c. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Iowa, without regard to its conflict of laws rules.
- d. **Reliance on This Durable Power of Attorney.** Any person, including my Agent, may act in reliance upon the validity of this Durable Power of Attorney or a copy of it unless that person knows it has terminated or is no longer valid.

**9. SPECIAL INSTRUCTIONS (OPTIONAL)**

You may give any special instructions on the following lines:

- a. Agent may exercise powers over real property located in Sweet Springs, MO
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

This Durable Power of Attorney is executed by me on 7/21/23, in Iowa.



Name: Anthony Soulak

Signature:  \_\_\_\_\_

SSN or TIN \_\_\_\_\_

Address: 205 N Hull  
Truro, Iowa 50257-8625

Phone Number: 6124791301

## **NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT**

### **IMPORTANT INFORMATION FOR THE AGENT:**

You may not transfer Principal's property to yourself without full and adequate consideration or accept a gift of Principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of Principal's property. If you transfer Principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement. If Principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse. In addition to criminal prosecution, you may also be sued in civil court.

You must stop acting on behalf of Principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney; for example, the death of Principal; Principal's revocation of this Power of Attorney or your authority; or, if you are married to Principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this Power of Attorney state that such an action will not terminate your authority.

**If there is anything about this document or your duties that you do not understand, you should seek legal advice.**

I have read the foregoing notice, and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as Agent (Attorney-in-Fact) under the terms of this Power of Attorney.

By acting or agreeing to act as Agent (also known as Attorney-in-Fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include the following:

1. The legal duty to act solely in the interest of Principal and to avoid conflicts of interest.
2. The legal duty to keep Principal's property separate and distinct from any other property owned or controlled by you.

### **ACCEPTANCE BY AGENT**

**Name: Krystal Soulak**

Signature: W. S. Szulak

Dated: 7-24-23

# NOTARY ACKNOWLEDGMENT

State of Iowa

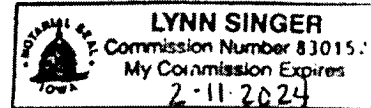
County of Madison

I, Lynn Singer, hereby certify that Anthony Soulak whose name is signed to the foregoing, and who is known to me, or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

Print Name: Lynn Singer Commission Expires: 2-11-24

Signature: L. Singer [Affix seal]

Date: 7/21/23



NOTARY PUBLIC

## STATEMENT OF WITNESS

I declare under penalty of perjury: 1) that the individual who signed or acknowledged this Durable Power of Attorney is personally known to me, or that the individual's identity was proven to me by convincing evidence; 2) that the individual signed or acknowledged this Durable Power of Attorney in my presence; 3) that the individual appears to be of sound mind and under no duress, fraud, or undue influence; and 4) that I am not a person appointed as Agent by this Durable Power of Attorney.


### FIRST WITNESS

Name: Lynn Singer

Signature: J. Singer Dated: 7/21/23

### SECOND WITNESS

Name: Chris Wilson

Signature:  Dated: 7/21/23