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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

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**DURABLE GENERAL POWER OF ATTORNEY**

**Section 1.1- Designation of Agent(s)**

I, Floyd M. Wagley, of 2120 214<sup>th</sup> Lane, Winterset, IA 50273, appoint Alex Cellan, of P.O. Box 10, Huxley, IA 50124, as my Agent.

I hereby revoke any and all general and plenary powers of attorney that may have been previously executed by me, including any Power of Attorney limited to a specific and identifiable transaction or action which is still capable of performance but has not been fully accomplished by the Agent, but specifically excepting from the foregoing any powers of attorney for health care decisions which I may have previously executed.

**Section 2.1- Effective Date & Durability.** Pursuant to §633B.109 (1) of the *Iowa Uniform Power of Attorney Act* this Power of Attorney shall be effective immediately, and shall not be affected by my disability or incapacity, and shall continue until my death; provided, however, that this Power of Attorney may be revoked by me at any time.

**Section 3.1- Reliance.** Pursuant to §633B.119 of the *Iowa Uniform Power of Attorney Act* any person, including my agent, acting in good faith may rely upon an acknowledged photocopy or electronically transmitted copy of this Durable General Power of Attorney, unless that person has knowledge that it has been terminated or is no longer valid.

**Section 4.1- Grant of Authority.** My Agent shall have full power and authority to manage and conduct all of my affairs, with full power and authority to exercise or perform any act, power, duty, right, or obligation I now have or may hereafter acquire the legal right, power and capacity to exercise or perform. The power of my Agent shall include the general authority to act with respect to the following subjects in the *Iowa Uniform Power of Attorney Act*:

§633B.204- Real Property	§633B.211- Estates, Trusts, & Other Beneficial Interests
§633B.205- Tangible Personal Property	§633B.212- Claims & Litigation
§633B.206- Stocks Bonds	§633B.213- Personal & Family Maintenance
§633B.207- Commodities & Options	§633B.214- Benefits from Government Programs
§633B.208- Banks and Other Financial Instructions	§633B.215- Retirement Plans
§633B.209- Operation of Entity or Business	§633B.216- Taxes
§633B.210- Insurance & Annuities	§633B.217- Gifts

In addition, my Agent shall have authority to perform the acts directed in Section 4.2, if any, and shall be subject to and have the authority as directed in Section 4.3, if any.

**Section 4.2- Grant of Specific Authority.** In accordance with §633B.201 (1) of the *Iowa Uniform Power of Attorney Act*, I hereby grant my Agent specific authority with respect to the following acts:

***Gifts*** - Subject to any of the special directives I have stated in Section 4.3 below, my agent shall have the authority to make gifts of my property, without limitation as to amount, to any person or non-profit organization. If my Agent is my spouse, my Agent may make a gift to himself or herself, either directly or indirectly, without any third party approval. If my Agent is my child, my Agent shall have the power to make a gift in equal proportion to a class of beneficiaries including themselves, if the class consists of my children and/or the living lineal descendants of any deceased child of mine.

***Disclaimer*** - My Agent shall have the authority to disclaim any interest in property passing to me from a person or entity by gift, inheritance, or otherwise, and such power to disclaim shall include the authority to disclaim a power of appointment.

***Trusts & Estates*** - My Agent shall have the authority to amend, revoke, or terminate any inter vivos trust, created by me, or to which I have the authority to amend, revoke, or terminate. My Agent shall also have the authority to create or change the rights of survivorship under any trust, will, or estate planning instrument, which shall also include the right to create or change a beneficiary designation under any such instrument. My Agent shall have the authority to create an inter vivos trust, to minimize any federal or state taxes and/or probate administration fees (e.g. legal fees, court costs, etc.) provided my testamentary intent is honored. My Agent shall also have the authority under this Power of Attorney to waive my right to be a beneficiary of a joint or survivor annuity and the right to waive a survivor benefit under a retirement plan.

***Authority and Powers*** - My Agent shall have the authority under this Power of Attorney to delegate the authority granted herein, (e.g. the authority to employ professional and business assistants of all kinds, including, but not limited to, attorneys, accountants, real estate agents, appraisers, salesman and agents) and shall have the authority to exercise any fiduciary powers that I, as Principal, have the authority to delegate.

**Section 4.3- Special Directives.** In addition to the general authority and specific authority granted in Section 4.2, if any, I state the following special directives with respect to those duties to my Agent(s): NONE.

**Section 5.1- Compensation.** This Durable General Power of Attorney is given without any express or implied promise of compensation to my Agent. Any services performed by my Agent shall be done without compensation, unless I have directed otherwise in Section 4.3. My Agent shall be entitled, however, to reimbursement of all reasonable expenses incurred as a result of carrying out the provisions of this Power of Attorney.

**Section 6.1- Accounting.** My Agent shall maintain complete and accurate records of all acts performed pursuant to this Power of Attorney, including, without limitation, all receipts and disbursements. Upon my request, the request of a conservator appointed on my behalf, the personal representative of my estate, or in accordance with Section 4.3, my Agent shall allow inspection of these records and provide a complete accounting.

**Section 7.1- Conservator.** If it shall become necessary for a Court to appoint a Conservator of my estate and affairs, I, as Principal, nominate the Agent(s) specified in Section 1.1, if, pursuant to protective proceedings, the Court determines that I am under a disability, and that my property will be dissipated unless property management is provided or that funds are necessary for my *health, education, maintenance, or support*, and that protection is necessary or desirable to obtain or provide funds. An Agent appointed as Conservator shall have and possess all of the powers, rights, and duties of the Agent granted in this Power of Attorney, in addition to any other powers, rights and duties granted to Conservators under the Iowa Code, as amended.

**Section 7.2- Guardian.** If it shall become necessary for a Court to appoint a Guardian of my person, I, as Principal, nominate the Agent(s) specified in Section 1.1, if, pursuant to protective proceedings, the Court determines that my decision-making capacity is so impaired that I am unable to care for my personal safety or to attend to or provide for necessities for myself such as food, shelter, clothing or medical care without which physical injury or illness might occur and that protection is necessary or desirable. This nominee as Guardian shall have and possess all of the powers, rights, and duties granted in my Medical Power of Attorney, in addition to any other powers, rights and duties granted to Guardians under the Iowa Code, as amended.

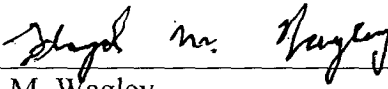
**Section 8.1- Severability.** Each provision of this Durable General Power of Attorney shall be considered separable, and if for any reason any of the provisions of this Power of Attorney are determined to be invalid or contrary to any existing or future law, the invalidity of such a provision or provisions shall not affect or impart the operation of those portions of this Power of Attorney that remain valid.

**Section 9.1- Titles.** The titles of the sections and subsections herein are for convenience only and shall not have the effect of modifying, amending or changing the terms or provisions of this Durable General Power of Attorney.

**Section 10.1- Law.** This Durable General Power of Attorney shall be governed and construed in accordance with the *Iowa Uniform Power of Attorney Act*, as amended, and the laws of the state of Iowa.

Dated this 9th day of June, 2016.

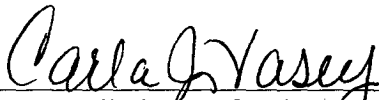
PRINCIPAL:

  
\_\_\_\_\_  
Floyd M. Wagley

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF MADISON        )

On this 9th day of June, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Floyd M. Wagley, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



  
\_\_\_\_\_  
Notary Public in and for the State of Iowa.

**GENERAL DURABLE POWER OF ATTORNEY**  
**SUPPLEMENTAL INFORMATION**

A General Durable Power of Attorney authorizes an “Agent” or “Agents” to act on behalf and make decisions concerning the property of a “Principal.” Under the *Iowa Uniform Power of Attorney Act*, unless you indicate otherwise, a general grant of authority under the Act will grant an Agent the authority to act with respect to all of the following:

**I. REAL PROPERTY**

An Agent granted authority under §633B.204 of the *Iowa Uniform Power of Attorney Act* with respect to any real property now owned or hereinafter acquired by the Principal, generally has the authority, including, without limitation, the power to sell, convey, lease, manage, care for, preserve, protect, improve, control, maintain, repair, remodel, rebuild, option, and exchange the Principal’s real property, wherever located; execute and deliver deeds, with the customary covenants for such property; manage, develop, partition, mortgage, pledge, encumber, and control the Principal’s real property, wherever located; establish and maintain reserves for improvements, upkeep, and obsolescence; negotiate, execute and deliver any leases of the Principal’s real property; demand and collect rents; eject or remove tenants or other persons and recover the possession of such property; buy real property; arrange for appropriate disposition, use, insurance, and safekeeping of all of the Principal’s real property; and settle, compromise, and adjust insurance claims or other claims now pending or hereinafter brought with respect to the Principal’s real property.

**II. TANGIBLE PERSONAL PROPERTY**

An Agent granted authority under §633B.205 of the *Iowa Uniform Power of Attorney Act* with respect to any tangible personal property now owned or hereinafter acquired by the Principal, generally has the authority, including, without limitation, the power to buy, sell, exchange, convey, quit claim, manage, care for, preserve, protect, insure, store, transport, maintain, repair, remodel, rebuild, grant a security interest in, dispose, or in any other way deal in and with any of tangible personal property or tangible property rights of the Principal; and to demand, buy, receive, accept as a gift or security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or tangible property rights.

**III. STOCKS AND BONDS**

An Agent granted authority under §633B.206 of the *Iowa Uniform Power of Attorney Act* with respect to any stocks or bonds now owned or hereinafter acquired by the Principal, generally has the authority, including, without limitation, the right to buy, sell, exchange such stocks and bonds; the right to establish, continue, modify, or terminate any account for such stocks and bonds; pledge such stocks or bonds as security to borrow, pay, or renew, or extend the time of payment of a debt; and to receive certificates and other evidence of ownership with respect to such stocks and bonds, including all dividends and interest payments now or

hereafter due or payable to me from any security or other indebtedness or investment; to vote stock or otherwise represent the Principal at all meetings of shareholders or members of companies or corporations in which the Principal has an interest; sign proxies or other instruments; enter voting trusts; tender the Principal's resignation as director or officer, and subscribe to shares of stock.

#### **IV. COMMODITIES AND OPTIONS**

An Agent granted authority under §633B.207 of the *Iowa Uniform Power of Attorney Act* with respect to any commodities and options now owned or hereinafter acquired by the Principal, generally has the authority, including, without limitation, the power to buy, sell, exchange, assign, settle and exercise such contracts and to establish, continue, modify, and terminate such option accounts on behalf of the Principal.

#### **V. BANKS AND OTHER FINANCIAL INSTITUTIONS**

An Agent granted authority under §633B.208 of the *Iowa Uniform Power of Attorney Act* with respect to banks and other financial institutions, generally has the authority, including, without limitation, the right to open, continue, maintain, change, or close any account, including, without limitation, any checking or savings account, certificate of deposit (C.O.D.), share account, and other like arrangement with any bank, trust company, savings bank, building and loan association, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution; to make deposits and withdrawals by check, draft, electronic withdrawal or otherwise and obtain bank statements, passbooks, drafts, money orders, warrants, certificates or vouchers payable to the Principal by any person or entity, including the *United States of America*, and expressly including the right to sell or cash *U.S. Treasury Securities and Series E, EE, H, HH and I Bonds*; endorse checks, notes and drafts for deposit, collection, or otherwise on behalf of the Principal; make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the Principal; receive and act with respect to any negotiable or non-negotiable instrument of the Principal: to complete, extend, modify, or renew any obligations, either secured, unsecured, negotiable, or non-negotiable, at a rate of interest and upon terms satisfactory to the Agent; to extend or secure credit; apply, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks; establish and access safety deposit boxes and their contents; and contract for services.

#### **VI. OPERATION OF ENTITY OR BUSINESS**

An Agent granted authority under §633B.209 of the *Iowa Uniform Power of Attorney Act* with respect to the operation of any entity or business now owned or hereinafter acquired by the Principal, generally has the authority, including, without limitation, the power to operate, buy, sell, enlarge, reduce, or terminate any such ownership interest; inject capital into any such business or entity; sell or liquidate all or part of the entity or business; join a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;

change the name or form of organization under which the entity or business operates; exercise in person or by proxy or enforce by litigation or otherwise, a right, power, privilege, or option the Principal has or claims to have as the holder of stocks or bonds; and enter into an agreement with other persons to take over all or part of the operation of the entity or business.

#### **VII. INSURANCE AND ANNUITIES**

An Agent granted authority under §633B.210 of the *Iowa Uniform Power of Attorney Act* with respect to any insurance and annuities now owned or after acquired by the Principal, generally has the authority, including, without limitation, to continue to pay the premium or make a contribution on, modify, exchange, rescind, release, pledge, exchange, surrender, or terminate a contract; to procure new, different, and additional contracts of insurance and annuities for the Principal and Principal's spouse, children, or other dependents, and select the amount, type of insurance or annuity, and method of payment; exercise an election under any such contract; and exercise the investment powers under any such contract.

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

An Agent granted authority under §633B.211 of the *Iowa Uniform Power of Attorney Act* with respect to any estate, trust, or other beneficial interest in which the Principal may be entitled to a share or payment, generally has the authority, including, without limitation, the power to accept, sell, pledge, or exchange a share in or payment from an estate, trust or other beneficial interest; exercise a power of appointment held by the Principal; convert, invest, disburse, or use any of the assets received for an authorized purpose; and reject, renounce, disclaim, release, or consent to reduction in or modification of a share in or payment from an estate, trust, or other beneficial interest.

#### **IX. CLAIMS AND LITIGATION**

An Agent granted authority under §633B.212 of the *Iowa Uniform Power of Attorney Act* with respect to any claims or litigation of the Principal, generally has authority, including, without limitation, to demand and collect all property, real or personal, now or hereinafter due, payable or belonging to the Principal; contest, compromise, settle, or abandon claims in my favor or against Principal; give receipts, releases; discharges; commence, pursue, or oppose any action, suit, or legal proceeding relating to any matter to which Principal is now or may become interested; and compromise, settle, or submit to judgement any such action or proceeding; and act on behalf of the Principal; with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the Principal or other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the Principal in property or any other thing of value.

#### **X. PERSONAL AND FAMILY MAINTENANCE**

An Agent granted authority under §633B.213 of the *Iowa Uniform Power of Attorney Act*

with respect to personal and family maintenance of the Principal, generally has the authority, including, without limitation, the power to perform the acts necessary and utilize the Principal's assets for the Principal's *health, education, support, and maintenance* in accordance with the customary standard of living of the Principal, taking into account other resources available for these purposes. The Principal's Agent may use the Principal's assets for the *health, education, support and maintenance* of the customary standard of living of the Principal's spouse, Principal's children, whether now living or later born, the Principal's children under the age of twenty-five (25) years of age pursuing post secondary education, and any other person legally entitled to be supported by the Principal.

#### **XI. BENEFITS FROM GOVERNMENT PROGRAMS**

An Agent granted authority under §633B.214 of the *Iowa Uniform Power of Attorney Act* generally has authority with respect to any program, benefit, or assistance available to the Principal under any statute, rule, or regulation relating to but not limited to the U.S. Social Security Administration, Medicare, and Medicaid, including, without limitation, the power to apply for, enroll, select, reject, change, amend, or discontinue a benefit program for the Principal; to maintain a claim on behalf of the Principal; execute vouchers; and to receive, conserve, invest, or disburse any such financial proceeds of any such program, benefit, assistance or claim on behalf of the Principal.

#### **XII. RETIREMENT PLANS**

An Agent granted authority under §633B.215 of the *Iowa Uniform Power of Attorney Act* with respect to any retirement plans of the Principal now owned or after acquired, in which the Principal is a participant beneficiary, or owner, generally has the authority, including, but without limitation, authority with respect to any plan recognized under the *Internal Revenue Code of 1986*, as amended, a plan created by an employer for the Principal's benefits or deferred compensation; an Agent shall have the authority, without limitation, to establish, rollover, contribute, withdraw from the plan; with regard to any said plan or plans, determine the form and timing of payments from the plan; and to borrow from, sell assets to, or purchase assets from any such retirement plan.

#### **XIII. TAXES**

An Agent granted authority under §633B.216 of the *Iowa Uniform Power of Attorney Act* with respect to any and all taxes of the Principal, generally has authority, including, but without limitation, the authority to represent the Principal before any office of the *Internal Revenue Service* or *Treasury Department of the United States* or before the tax department of any state, county, or municipality with regard to any tax which concerns the Principal; to prepare, sign, and file federal, state, local and foreign income, gift, payroll, property, FICA returns and other returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including but not limited to consents and agreements under IRC §2032S of the *Internal Revenue Code of 1986*, as amended, closing agreements, and any Power of



Attorney required by the *Internal Revenue Service* or other taxing authority with respect to a tax year upon which the statute of limitations has not run; and to pay taxes due, collect refunds, post bonds, receive confidential information and contest deficiencies determined by the *Internal Revenue Service* or other taxing authority.

#### **XIV. GIFTS**

An Agent granted authority under §633B.217 of the *Iowa Uniform Power of Attorney Act* with respect to gifts of the Principal's property owned at the time of execution or after acquired, generally has authority including, without limitation, the ability of the Agent to make a gift of the Principal's property if the Agent determines the gift is consistent with the Principal's objectives, if known (*Example: the continuation of established patterns of giving to family members, or religious, educational, scientific, charitable, or other non-profit organizations*), or if unknown, after the Agent determines the gift is consistent with the Principal's best interest based on all relevant factors, including, without limitation, the following:

- I. The value and nature of the Principal's property;
- ii. The Principal's foreseeable obligations and needs for *health, education, maintenance, and support*;
- iii. The Principal's history of making or joining in making such gifts;
- iv. The eligibility requirement of any program, benefit, assistance, or claim under a statute, rule, or regulation, and the minimization of taxes, including, without limitation, income, estate, inheritance, generation-skipping transfer, and gift taxes.

If determined appropriate after considering the above, an Agent shall have the authority to make a gift outright to, or for the benefit of, a person (including but not limited by the exercise of a presently exercisable power of appointment held by the Principal), in an amount per donee that is consistent with the authorization granted in a Power of Attorney executed by the Principal. An Agent may generally not make the Principal's gifts of the Principal's property to himself or herself unless specifically authorized in a Power of Attorney.

#### **GENERAL DURABLE POWER OF ATTORNEY** **SUPPLEMENTAL INFORMATION**

The acceptance of the authority granted under a General Durable Power of Attorney creates a legal relationship between the grantor of the power, the "Principal", and the "Agent." The legal relationship that is created between the Agent and Principal imposes legal duties upon the Agent that continue until the General Durable Power of Attorney is revoked or terminated. The following information is intended to give an Agent a general overview of the Agent's duties under the *Iowa Uniform Power of Attorney Act*.

## **I. ACCEPTANCE**

An Agent accepts appointment as an Agent under this Power of Attorney by exercising authority or performing duties as an Agent, or by any other assertion or conduct indicating acceptance of the authority granted by a General Durable Power of Attorney.

## **II. DUTIES**

An Agent who has accepted appointment under a General Durable Power of Attorney shall act in conformity with §633B.114 of the *Iowa Power of Attorney Act* with respect to the special legal relationship that is created between the Principal and Agent, which shall continue until the Agent(s) resigns, or this Power of Attorney is revoked or terminated, including, without limitation, the duty to act in accordance with the reasonable expectations known to the Agent and in the best interest of the Principal; to act in good faith; to act only within the scope provided in the General Durable Power of Attorney and within the limits prescribed in any specific and special directives; to act loyally to the Principal's benefit; to act in a manner as to not create a conflict of interest that would impair the Agent's ability to act impartially in the Principal's best interest; to act with the care, competence, and diligence ordinarily exercised by an Agent in similar circumstances; to keep a record of all receipts, disbursements, and transactions made by the Agent on behalf of the Principal; attempt to preserve the estate plan of the Principal if known to the Agent and such plan is in accordance with the Principal's best interest; and to cooperate with any person that has authority to make health care decisions for the Principal if known to the Agent, or in the alternative, act in the Principal's best interest.

## **III. TERMINATION OF AUTHORITY**

An Agent's duties terminate and the Agent must cease acting on behalf of the Principal when the Agent has knowledge of any event that terminates a General Durable Power of Attorney or the authority under a General Durable Power of Attorney. Events that terminate a General Durable Power of Attorney or an Agent's authority under a General Durable Power of Attorney include, without limitation, the following: the death of Principal; the Principal's revocation of this Power of Attorney or the Agent's authority under a General Durable Power of Attorney; the occurrence of an event specified in a specific or special directive; the purposes of a General Durable Power of Attorney are fully accomplished; the Agent resigns; or, in the case of an Agent spouse, a legal active is filed in a court of competent jurisdiction for annulment or dissolution of your marriage, or a legal separation.

## **IV. LIMITATION OF AUTHORITY**

An Agent's authority under a Durable General Power of Attorney who is not an ancestor, spouse, or descendent of the Principal shall not use the Principal's power to benefit the Agent or a person to whom the Agent owes an obligation of support unless the Principal shall have included that authority in a specific or special directive.

V. **LIABILITY**

An Agent who violates the authority granted in this Power of Attorney under the *Iowa Uniform Power of Attorney Act*, or acts outside of the authority granted, may be liable to the Principal or Principal's successors in interest in an amount necessary to restore the value of the Principal's property to the value it would have been had the violation not occurred, and to reimburse the Principal or Principal's successors in interest for the attorney fees and costs paid as a result of such violation.