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BRANDY MACUMBER, COUNTY RECORDER MADISON COUNTY IOWA

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## IOWA STATUTORY SHORT FORM POWER OF ATTORNEY

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PREPARER INFORMATION: Jennifer Holcomb, 24069 60th Avenue, New Virginia, Iowa 50210 (405-334-3488)

TAXPAYER INFORMATION: Haven Realty Investments, LLC, Jennifer Holcomb, 24069 60th Avenue, New Virginia, Iowa 50210 (405-334-3488)

RETURN ADDRESS: Jennifer Holcomb, 24069 60th Avenue, New Virginia, Iowa 50210 (405-334-3488)

**GRANTORS:** Nathaniel Holcomb

**GRANTEES:** Jennifer Holcomb

**DOCUMENT OR INSTRUMENT NUMBER IF APPLICABLE:** 

# **Iowa Statutory Short Form 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 Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B.

This Power of Attorney does not authorize the agent to make health care 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 the 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.

## **DESIGNATION OF AGENT(S)**

I,Nathaniel J. Holcomb, of 24069 60th Ave, New Virginia, Iowa 50210, name the following person(s) as my agent:

Agent Name: Jennifer C. Holcomb

Address: 24069 60th Ave, New Virginia, Iowa 50210

Phone Number: 4055343488

DESIGNATION OF SUCCESSOR AGENT(S)
(OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

N/A

## **GRANT OF GENERAL AUTHORITY**

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)
() Real Property
() Tangible Personal Property
() Stocks and Bonds
() Commodities and Options
() Banks and Other Financial Institutions
Operation of Entity or Business
() Insurance and Annuities
() Estates, Trusts, and Other Beneficial Interests
() Claims and Litigation
() Personal and Family Maintenance
() Benefits from Governmental Programs or Civil or Military Service
() Retirement Plans
(MH) All Preceding Subjects

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below: (CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.) ( ) Amend, revoke, or terminate a revocable inter vivos trust, if authorized by the trust ) Agree to the amendment or termination of any other inter vivos trust ( ) Make a gift to an individual who is not an agent, subject to the limitations of the Iowa Uniform Power of Attorney Act, Iowa Code section 633B.217, and any special instructions in this Power of Attorney Make gifts, either direct or indirect, to my agent acting under this Power of Attorney as follows: Any such gift must be approved in writing by; or No third-party approval is needed ( ) Authorize another person to exercise the authority granted under this Power of Attorney ( ) Waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirementplan ( ) Exercise fiduciary powers that I have authority to delegate ( ) Disclaim or refuse an interest in property, including a power of appointment

### LIMITATIONS ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse or descendant shall not use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the optional Special Instructions.

# **SPECIAL INSTRUCTIONS** (OPTIONAL)

Revocation of Prior Instruments. I hereby revoke any and all general Powers of Attorney and special Powers of Attorney that previously have been signed by me.

Accounts. With respect to any and all of my accounts at any bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution, my agent is authorized to: (1) continue, modify, and terminate an account made by or on behalf of me;

(2) establish, modify, and terminate an account or other banking arrangement with any financial institution selected by the agent; (3) rent a safe deposit box or space in a vault; (4) withdraw, by check, order, electronic funds transfer, or otherwise, money or property deposited with or left in the custody of the financial institution; (5) receive statements of account, vouchers, notices, and similar documents from the financial institution and act with respect to them; (6) enter a safe deposit box or vault and withdraw or add to the contents; (7) borrow money and pledge as security my personal property necessary to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me; (8) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper held by or payable to me or my order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon me and pay it when due; (9) receive for me and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument; (10) apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; (11) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution; and (12) modify the account ownership to that of a joint ownership with another person, solely to another person, and change the transfer on death designation to another person all such actions to include my agent.

Compensation of Agent. My agent shall be entitled to reasonable compensation for any services provided as my agent. My agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

**Medical Records.** My agent may have access to my health care and medical records and statements regarding billing, insurance, and payments.

**Obligations.** Provide for the support and protection of myself, my spouse, or any minor child I have a duty to support or have established a pattern of prior support, including, without limitation, provision for food, lodging, housing, medical services, recreation, and travel.

Hold Harmless. No person who relies in good faith on the authority of my agent under this instrument shall incur any liability to me, my estate, or my personal representative. I authorize my agent to indemnify and hold harmless any third party who accepts and acts under this document.

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

### **EFFECTIVE DATE**

This Power of Attorney becomes effective immediately. This Power of Attorney shall remain in full force and effect and continue as a valid and effective delegation of authority until the same is expressly revoked by me in writing.

# RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this Power of Attorney or a copy of it unless that person knows it has terminated or is invalid.

## SIGNATURE AND ACKNOWLEDGMENT

Dated: the day of	<u>, 7924</u>
12/1-	
Nathaniel J. Holcomb	
24069 60th Ave New Virginia, Iowa 50210	
State of Iowa	)
	) ss.
County of United States	)
On the la day of Seff,	2024 before me, the undersigned a Notary
Public in and for said State, personally appeared	Nathaniel J. Holcomb. to me known to be the
identical person named in and who executed the	•
executed the same as her voluntary act and deed	
Signature of Notary Public	ERIC PERRY
ERIC PERRY, Notary Public	Commission Number 843383  My Commission Expires  October 26, 2025
My commission expires: 10/26/25	· ·

### IMPORTANT INFORMATION FOR THE AGENT

## **Agent's Duties**

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign, your authority is terminated, or the Power of Attorney is terminated or revoked. You must:

- 1. Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- 2. Act in good faith;
- 3. Do nothing beyond the authority granted in this Power of Attorney; and
- 4. Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's Name) by (Your Signature) as Agent.

Unless the Additional Provisions and Exclusions section in this Power of Attorney states otherwise,

### you must also:

- 1. Act loyally for the principal's benefit;
- 2. Avoid conflicts that would impair your ability to act in the principal's best interest;
- 3. Act with care, competence, and diligence;
- 4. Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- 5. Cooperate with any person who has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest;
- 6. Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest; and
- 7. Account to the principal (or a person designated by the principal (if any)) in the Additional Provisions and Exclusions section.

## **Termination of Agent's Authority**

You must stop acting on behalf of the principal if you learn of any event that terminated or revoked this Power of Attorney or your authority under this Power of Attorney. Events that terminate a Power of Attorney or your authority to act under a Power of Attorney include:

- 1. Death of the principal;
- 2. The principal's revocation of the Power of Attorney or the termination of your authority;
- 3. The occurrence of a termination event stated in the Power of Attorney;
- 4. The purpose of the Power of Attorney is fully accomplished; or
- 5. If you are married to the principal, your divorce from the principal, unless the Additional Provisions and Exclusions section in this Power of Attorney states that your divorce from the principal will not terminate your authority.

# Liability of Agent

The meaning of the authority granted to you is defined in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B. If you violate the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B, or act outside the authority granted, you may be liable for any damages caused by your violation.

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