

STAFF REPORT

DATE: October 22, 2014

RE: 411 William Street (permit application # 7104)

FROM: Karen DeMaria, Urban Forestry Manager,
City of Key West

An application was received for the removal of **(1) Gumbo Limbo tree**. A site inspection was done on September 22, 2014 and documented the following:

Tree Species: Gumbo Limbo (*Bursera simaruba*)











Diameter: 21.3"

Location: 40% (wrong tree, wrong place)

Species: 100% (on protected tree list)

Condition: 30% (poor, decay in canopy, severe cuts)

Total Average Value = 56%

Value x Diameter = **11.9 replacement caliper inches**

Recommendations: Recommend approval of the removal of (1) Gumbo Limbo tree located at 411 William Street, to be replaced with 11.9 caliper inches of FL#1 native dicot or fruit trees.

Application

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Nov 10
TC meeting

7104

Tree Permit Application

Date: 9-11-14

Please Clearly Print All Information unless indicated otherwise.

Tree Address 411 William St
 Cross/Corner Street _____
 List Tree Name(s) and Quantity 1 Gumbo Limbo
 Species Type(s) check all that apply () Palm () Flowering () Fruit () Shade () Unsure
 Reason(s) for Application:
☒ REMOVE ☒ Tree Health ☒ Safety () Other/Explain below
 () TRANSPLANT () New Location () Same Property () Other/Explain below
 () HEAVY MAINTENANCE () Branch Removal () Crown Cleaning/Thinning () Crown Reduction
 Other/Explain Tree has rot
 Reason for Request tree is a hazard
 Property Owner Name David & Sandra Corneal
 Property Owner eMail Address info@islandcityhouse.com
 Property Owner Mailing Address 411 Williams St
 Property Owner Mailing City Key West State FL Zip 33040
 Property Owner Phone Number (305) 294-5702
 Property Owner Signature _____

Representative Name Dot Palm Landscaping, Inc
 Representative eMail Address dotpalm@comcast.net
 Representative Mailing Address 5200 Overseas Hwy
 Representative Mailing City Marathon State FL Zip 33060
 Representative Phone Number (305) 481-0959

NOTE: A Tree Representation Authorization form must accompany this application if someone other than the owner will be representing the owner at a Tree Commission meeting or picking up an issued Tree Permit.

Tree Representation Authorization form attached ()

<<<< Sketch location of tree in this area including cross/corner Street >>>>

Please identify tree(s) with colored tape (picture will help!)



5'7"
circ
best solid
drain in canopy
been severely cut

If this process requires blocking of a City right-of-way, a separate ROW Permit is required. Please contact 305-809-3740.

Updated: 02/22/2014

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Tree Representation Authorization

Date: 9-11-14

Attendance at the Tree Commission meeting on the date when your request will be discussed is necessary in order to expedite the resolution of your application. This Tree Representation Authorization form must accompany the application if the property owner is unable to attend or will have someone else pick up the Tree Permit once issued.

Please Clearly Print All Information unless indicated otherwise.

Tree Address

411 William St.

Property Owner Name

David & Sandra Corneal

Property Owner eMail Address

info@islandcityhouse.com

Property Owner Mailing Address

411 William St

Property Owner Mailing City

Key WestState FLZip 33090

Property Owner Phone Number

(305) 294-5702

Property Owner Signature

Representative Name

Dot Palm Landscaping John Harrison

Representative eMail Address

dotpalm@comcast.net

Representative Mailing Address

5200 Overseas Hwy

Representative Mailing City

MarathonState FLZip 33050

Representative Phone Number

(305) 481-0959

I Amy Kelley as Power of Attorney, hereby authorize the above listed agent(s) to represent me in the matter of obtaining a Tree Permit from the City of Key West for my property at the tree address above listed. You may contact me at the telephone listed above if there is any questions or need access to my property.

Property Owner Signature

Amy Kelley POA for David Corneal

The forgoing instrument was acknowledged before me on this 16th day September, 2014,

By (Print name of Affiant) Amy C. Kelley who is personally known to me or has produced FL drivers License as identification and who did take an oath.

NOTARY PUBLIC

Sign Name:

Tina Escalante

Notary Public - State of Florida (seal)

Print Name:

Tina Escalante

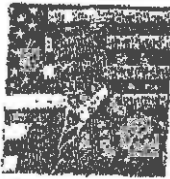
My Commission Expires:

4/1/18

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Property Search -- Monroe County Property Appraiser

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<http://www.mcpsfl.org/PropSearch.aspx>



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305)
852-7130

Property Record Card -
Maps are now launching the new map application version.

Alternate Key: 1006041 Parcel ID: 00005820-000000

Ownership Details

Mailing Address:
CORNEAL DAVID B AND SANDRA Y
C/O ISLAND CITY HOUSE
411 WILLIAM ST
KEY WEST, FL 33040-8857

Property Details

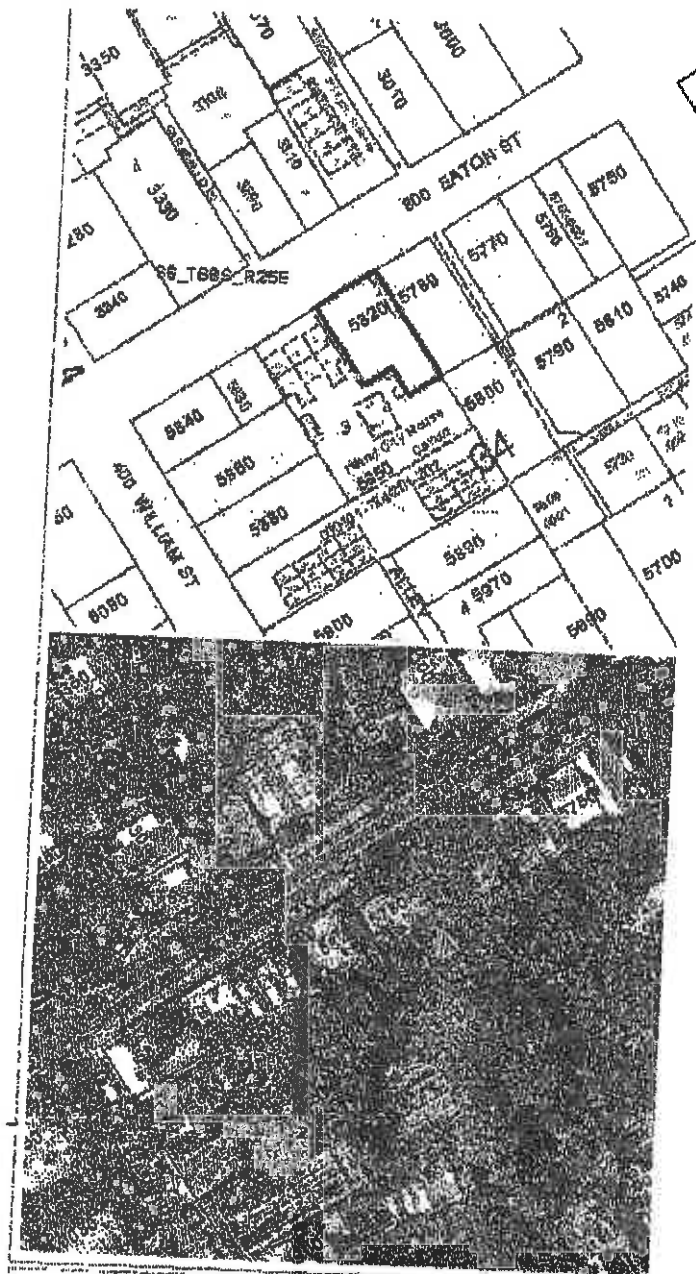
PC Code: 01 - SINGLE FAMILY
Millage Group: 10KV
Affordable
Housing: No
Section-Township-Range: 08-68-25
Property Location: 814 EATON ST KEY WEST
Legal Description: KW PT LOT 3 SQR 34 COUNTY JUDGE ORDERS AT CHAMBERS G-97/98CO JUDGE ORDERS AT CHAMBERS J-300/302 U-435 OR390-43/48 OR1247-811/14 OR1301-1094/97 OR1368-1810/12 OR2214-520/21E

Click Map Image to open interactive viewer

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 Property Search -- Monroe County Property Appraiser

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<http://www.mcpari.org/PropSearch.aspx>



Land Details

Land Use Code	Frontage	Depth	Land Area
0100 - RESIDENTIAL DRY	0	0	3,672.06 SF

DURABLE POWER OF ATTORNEY
OF
DAVID BARTON CORNEAL

I, **DAVID BARTON CORNEAL**, as of this May 28, 2014, hereby appoint and empower my daughter, **AMY C. KELLEY**, as my true and lawful attorney-in-fact ("my Agent"), to act for me and in my name and on my behalf to exercise the powers listed in this Durable Power of Attorney. Except as otherwise provided in the Florida Power of Attorney Act (Fla. Stat. Ch. 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 Durable 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 FEES AND COSTS, INCURRED IN ANY ACTION OR PROCEEDING THAT CONFIRMS THE VALIDITY OF THIS POWER OF ATTORNEY.

Durable Power. This Durable Power of Attorney will not be affected by my subsequent incapacity except as provided in Chapter 709 of the Florida Statutes. It is my specific intent that the power conferred on my Agent will be exercisable from the date of this Durable Power of Attorney, and will remain effective thereafter, notwithstanding my subsequent disability or incapacity, except as otherwise specifically provided by statute.

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 Durable Power of Attorney, 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 define 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 operate, insure, license and register with any state or government agency, any and all vehicles of which I am the registered or legal owner.
24. 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

25. 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.
26. To establish or maintain and to trade in credit or margin accounts (whether secured or unsecured), and to pledge assets for that purpose.
27. 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.
28. To trade in commodities, options, futures, precious metals, and currencies, provided such items are traded on a regulated exchange.
29. 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 Fla. Stat. Chapter 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.
30. To employ any investment management service, financial institution, broker-dealer, 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 the Agent is an individual, these costs may be paid from my assets in addition to compensation payable to the Agent.
31. 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.

32. 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.
33. 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 of my descendants, 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.
34. To conduct investment transactions as provided in Fla. Stat. §709.2208(2).

FINANCIAL MATTERS

35. To collect, receive, and receipt for any and all sums of money or payments due or to become due to me.
36. 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, broker-dealer, insurance company, or other financial institution (each referred to as "a financial institution") selected by the Agent.
37. To make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper.
38. 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.
39. 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.
40. To enter any safe deposit box or vault on which I am a signer and withdraw or add to the contents.
41. 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.
42. 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.
43. To conduct banking transactions as provided in Fla. Stat. §709.2208(1).

BUSINESSES AND CONTRACTS

44. 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.
45. 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.
46. 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.
47. To enter into an ownership agreement with other persons to take over all or part of the operation of an Entity.
48. 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.
49. To participate in any type of liquidation or reorganization of any enterprise.
50. 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.
51. 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;
52. To compromise, arbitrate, or otherwise adjust claims in favor of or against any Entity in which I have an interest.
53. Except as otherwise provided under Fla. Stat. §709.2201(3) relating to contracts for personal services, to contract with any person or Entity for any purpose (including contracts between me and my Agent), 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:

54. 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;
55. To procure new Contracts for me and any member of my family;
56. 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.
57. To obtain property, casualty, liability or any other insurance for me and my property.
58. 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:

59. 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.
60. To exercise for my benefit a presently exercisable general power of appointment.
61. To transfer property to the trustee of a trust created by me or for my benefit.
62. To accept, receipt for, sell, assign, pledge, or exchange my interest; to reject or disclaim, or consent to a modification of, my interest.
63. 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

64. 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.
65. 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.
66. 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.
67. 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.

68. 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.
69. 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

70. 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.
71. To nominate on my behalf a person (including my 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.
72. To receive and open my mail, change my mailing address, and otherwise represent me in any matter concerning the U.S. Postal Service.
73. To access communications intended for me, and communicate on my behalf, whether by mail, electronic transmission, telephone, or other means.
74. 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.
75. 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.
76. Accept or resign on my behalf from any offices or positions which I may hold, including any fiduciary positions.
77. To hire and compensate attorneys, accountants, advisors, financial consultants, 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.

78. 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.
79. 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.

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:

80. To file or process claims, and receive payment for any amounts due me under any such government program or as payments for retirement from any governmental entity, agency, or program, including without limit any program or plan administered or sponsored by the United States, any state (or a subdivision of a state) of the United States, or any branch of the military.
81. 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.
82. 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, TRICARE, 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.
83. 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.
84. 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

85. To represent me before any office of the Internal Revenue Service or any state agency, to receive confidential information regarding all tax matters (for my SSN ending in -9300) for

all periods, whether before or after the execution of this Durable Power of Attorney, and to make any tax elections on my behalf.

86. 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.
87. 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.
88. 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

Certain transactions under this power of attorney may profoundly affect my existing estate plan and therefore require a separate authorization for my Agent to engage in them. By initialing next to any items within the respective numbered paragraphs in this Special Transactions section, I grant my Agent the authority stated in that paragraph with respect to the item initialed. If I have not initialed an item, my Agent is not authorized to take that action.

89. Gifts. I authorize my Agent to make gifts of my property outright to, or for the benefit of, the persons specified below, including by the exercise of any presently exercisable general power of appointment which I hold or acquire. For these purposes, a gift "for the benefit of" a person includes a gift to a trust in which that person is a beneficiary, to a custodial account under a state version of the Uniform Transfers (or Gifts) to Minors Act, and to a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code §529. Unless I have provided otherwise in this instrument, gifts made to different donees need not be equal in amount, character or timing. Gifts may be made only to:

_____ my wife and my descendants

_____ my Agent, despite any limitation under Fla. Stat. §709.2202(3)

 all of the above in this paragraph

The gifts to the persons I have specified above, if any, may be made in the following amounts:

_____ in an amount per donee each calendar year not to exceed the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code §2503(b) (annual exclusion)

_____ any amounts qualifying for federal gift tax exclusion under Internal Revenue Code §2503(e) (medical and educational exclusions)

_____ in an aggregate amount not to exceed my Applicable Exclusion Amount as

provided in Internal Revenue Code §2010(c)

if my wife agrees to consent to a split gift pursuant to Internal Revenue Code §2513, in an amount per donee not to exceed the aggregate Applicable Exclusion Amounts for both my wife and me

for estate planning purposes, in unlimited amounts, including the gifts listed above

90. Trusts. I authorize my Agent to deal with trusts created by me, for me, on my behalf, or in connection with gifts from me to others as provided in the paragraph above authorizing gifts, including for the benefit of my Agent, as follows:

To create an inter vivos trust, whether revocable or irrevocable, in which I am a beneficiary

To the extent permitted in the trust agreement, to amend, revoke, or terminate a trust of which I am a beneficiary, or transfer the assets of such a trust into another trust under which I am a beneficiary

To create, amend, or revoke trusts for the benefit of others

To participate in either judicial or nonjudicial modification of a trust as permitted in Fla. Stat. Chapter 736

all of the above as specified in this paragraph

91. Survivorship and Other Designations. My Agent may create or alter the nature of accounts in which I have an interest, including for the benefit of my Agent, as follows:

To create or change rights of survivorship in accounts or other assets in which I have an interest

To change a beneficiary designation for any accounts or financial instruments, including life insurance policies, annuities, or retirement accounts of any nature

To waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan of any nature

all of the above as specified in this paragraph

92. Disclaimers. My Agent may disclaim interests in property on my behalf, including for the benefit of my Agent, as follows:

Disclaim any interest in property I might otherwise receive, either outright or in trust

Disclaim any powers I have over property or as a beneficiary of any trusts (excluding any powers I possess in a fiduciary capacity)

Disclaim any powers of appointment I have or may acquire, excluding any testamentary power of appointment that I currently exercise in my Last Will and Testament

all of the above as specified in this paragraph

ADDITIONAL PROVISIONS

Protection for Agent. I understand, acknowledge and anticipate that many of my Agent's actions taken pursuant to specific grants of authority in this instrument could involve her in conflicts of interest (created either by me or by my Agent), or call into question my Agent's apparent loyalty to me, or both. This might result from the totality of the circumstances facing the Agent at that time, or by virtue of the Agent's specific actions that might create the conflict of interest. I want my Agent to be free to act in my interest without concern over questionable lawsuits. Therefore, so long as my Agent acts in good faith, she will be protected as follows:

a. My Agent does not have an affirmative duty to act under this power of attorney and will not be liable for any claim or demand arising out of her good faith acts or omissions, except for actions or omissions resulting from my Agent's dishonesty, improper motive, or reckless indifference to the purposes of this power of attorney or my best interests.

b. My Agent may have competing interests for herself or her affiliates, and I waive any express duty of loyalty imposed under Fla. Stat. §709.2114(2).

c. My Agent may have a conflict of interest as provided in Fla. Stat. §709.2116. Despite that section, my Agent may undertake a transaction on my behalf even if another party to that transaction is: (i) a business or trust controlled by my Agent, or of which my Agent, or any director, officer, or employee of a Corporate Agent, is also a director, officer, or employee; (ii) an affiliate or business associate of my Agent; or (iii) my Agent acting individually. This exception also extends to any relative of such a party.

d. I fully indemnify my Agent out of my assets and my estate for any actions brought against her, and damages she sustains, including attorneys' fees and costs, that have as a basis my Agent's actions or inactions resulting in both a claim for breach of fiduciary duty and actual damages to me or my estate, but this protection does not extend to actions or omissions resulting from my Agent's dishonesty, improper motive, or reckless indifference to the purposes of this power of attorney or my best interests. If my Agent ceases to serve, these provisions for indemnification may be enforced against me or a successor Agent. This right of indemnification extends to the estate, personal representatives, legal successors and assigns of my Agent.

e. My Agent will not be liable for any actions or omissions by a predecessor agent if the Agent does not participate in or conceal the action or omission. My Agent is not required to review the actions of a predecessor agent, absent actual knowledge by the Agent of wrongdoing. If, however, my Agent has actual knowledge of a breach or imminent breach of fiduciary duty by another agent, including a predecessor agent, my Agent must take action reasonably appropriate in the circumstances to safeguard my best interests. If my Agent in good faith believes that I am not incapacitated, giving notice to me is a sufficient action.

Compensation and Expenses. My Agent will be entitled to reasonable compensation and reimbursement for all expenses reasonably incurred by her on my behalf.

Foreign Accounts. Despite any power granted to my Agent in this instrument or under

law, my Agent may not exercise any power over, or transact any business with respect to, an account in a foreign country, as defined in 31 CFR 1010.350(c) and 1010.350(d), unless my Agent expressly and specifically accepts such authority in writing.

Delegation of Powers. My Agent may not delegate the powers given to her as my attorney-in-fact, except as follows:

- a. To grant a transfer agent or similar person the authority to register securities in my name or the name of a nominee.
- b. For investment management purposes as provided in Fla. Stat. §518.112.
- c. By executing a power of attorney on a form prescribed by a government or governmental subdivision, agency, or instrumentality for a governmental purpose.
- d. To any other person, as may be permitted under the law of another jurisdiction in which this instrument is presented.

Suspension of Rights and Duties. All powers granted to my Agent will be suspended immediately if she becomes disabled, i.e., unable to carry out her duties under this Durable Power of Attorney because of a mental or physical impairment (whether temporary or permanent in nature). For these purposes, that disability is determined as follows:

- a. My Agent's capacity or disability can be determined by a court having jurisdiction, which will supersede any other determination under this section.
- b. In the absence of a judicial determination, if the majority of Scott F. Corneal, Amy C. Kelley and Seth D. Corneal reasonably believe that my Agent is disabled, and if they obtain written confirmation of that opinion from my Agent's physician or a board certified medical doctor hired at my expense, those persons shall give my Agent written notice to that effect. Upon delivery to my Agent of that written notice, all powers of my Agent as my attorney-in-fact will be suspended until her legal capacity is determined by a court, until the physician consulted determines my Agent is no longer disabled, or until the persons entitled to give such written notice rescind it.
- c. If my Agent fails to sign a release of relevant medical information necessary to determine her capacity, my Agent will be suspended for 30 days after the request for such a release is delivered to my Agent by the persons described above, unless those persons agree to an extension of that deadline. If my Agent consents to the release of relevant medical information, and is determined not to be disabled, she may elect to resume service as my Agent by giving written notice to me and to the persons named above.

Use of Copies. As provided in Fla. Stat. §709.2106, a photocopy or electronic copy of this power is sufficient for its exercise, except as may be required for transactions in real estate.

Partial Invalidity. If any part of this power of attorney is declared invalid or unenforceable, that decision will not affect the validity of the remaining parts.

Limitation on actions of Agent. No Agent may participate in an action to the extent that a payment or distribution pursuant to that action would discharge a legal support obligation of that Agent. No Agent who is the insured of any insurance policy that I own may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by another Agent, if any.

In witness whereof, I have executed this Durable Power of Attorney as of the date first written above.

Signed in the presence of:



Witness: Eve C. Cody


David Barton Corneal


Witness: Tina Escalante

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me on May 28, 2014, by David Barton Corneal, who is personally known to me.


Tina Escalante
Notary Public--State of Florida



Application

11/19/2007 02:10 3052941289

PAGE 01/04

Nov 10
TC meeting

7104

Tree Permit Application

Date: 9-11-14

Please Clearly Print All Information unless indicated otherwise.

Tree Address 411 William St
 Cross/Corner Street _____
 List Tree Name(s) and Quantity 1 Gumbo Limbo
 Species Type(s) check all that apply () Palm () Flowering () Fruit () Shade () Unsure
 Reason(s) for Application:
☒ REMOVE ☒ Tree Health ☒ Safety () Other/Explain below
 () TRANSPLANT () New Location () Same Property () Other/Explain below
 () HEAVY MAINTENANCE () Branch Removal () Crown Cleaning/Thinning () Crown Reduction
 Other/Explain Tree has rot
 Reason for Request tree is a hazard
 Property Owner Name David & Sandra Corneal
 Property Owner eMail Address info@islandcityhouse.com
 Property Owner Mailing Address 411 Williams St
 Property Owner Mailing City Key West State FL Zip 33040
 Property Owner Phone Number (305) 294-5702
 Property Owner Signature _____

Representative Name Dot Palm Landscaping, Inc
 Representative eMail Address dotpalm@comcast.net
 Representative Mailing Address 5200 Overseas Hwy
 Representative Mailing City Marathon State FL Zip 33050
 Representative Phone Number (305) 481-0959

NOTE: A Tree Representation Authorization form must accompany this application if someone other than the owner will be representing the owner at a Tree Commission meeting or picking up an issued Tree Permit.

Tree Representation Authorization form attached ()

<<<< Sketch location of tree in this area including cross/corner Street >>>>

Please identify tree(s) with colored tape (picture will help!)



5'7"
circ
best solid
drain in canopy
been severely cut

If this process requires blocking of a City right-of-way, a separate ROW Permit is required. Please contact 305-809-3740.

Updated: 02/22/2014

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Tree Representation Authorization

Date: 9-11-14

Attendance at the Tree Commission meeting on the date when your request will be discussed is necessary in order to expedite the resolution of your application. This Tree Representation Authorization form must accompany the application if the property owner is unable to attend or will have someone else pick up the Tree Permit once issued.

Please Clearly Print All Information unless indicated otherwise.

Tree Address

411 William St.

Property Owner Name

David & Sandra Corneal

Property Owner eMail Address

info@islandcityhouse.com

Property Owner Mailing Address

411 William St

Property Owner Mailing City

Key WestState FLZip 33090

Property Owner Phone Number

(305) 294-5702

Property Owner Signature

Representative Name

Dot Palm Landscaping John Harrison

Representative eMail Address

dotpalm@comcast.net

Representative Mailing Address

5200 Overseas Hwy

Representative Mailing City

MarathonState FLZip 33050

Representative Phone Number

(305) 481-0959

I Amy Kelley as Power of Attorney, hereby authorize the above listed agent(s) to represent me in the matter of obtaining a Tree Permit from the City of Key West for my property at the tree address above listed. You may contact me at the telephone listed above if there is any questions or need access to my property.

Property Owner Signature

Amy Kelley POA for David Corneal

The forgoing instrument was acknowledged before me on this 16th day September, 2014,

By (Print name of Affiant) Amy C. Kelley who is personally known to me or has produced FL drivers License as identification and who did take an oath.

NOTARY PUBLIC

Sign Name:

Tina Escalante

Notary Public - State of Florida (seal)

Print Name:

Tina Escalante

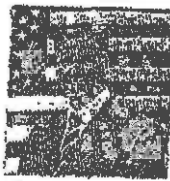
My Commission Expires:

4/1/18

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Property Search -- Monroe County Property Appraiser

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<http://www.mcpanfl.org/PropSearch.aspx>



Scott P. Russell, CFA
Property Appraiser
Monroe County, Florida

Key West (305) 292-3420
Marathon (305) 289-2550
Plantation Key (305)
852-7130

Property Record Card -
Maps are now launching the new map application version.

Alternate Key: 1006041 Parcel ID: 00005820-000000

Ownership Details

Mailing Address:
CORNEAL DAVID B AND SANDRA Y
C/O ISLAND CITY HOUSE
411 WILLIAM ST
KEY WEST, FL 33040-8857

Property Details

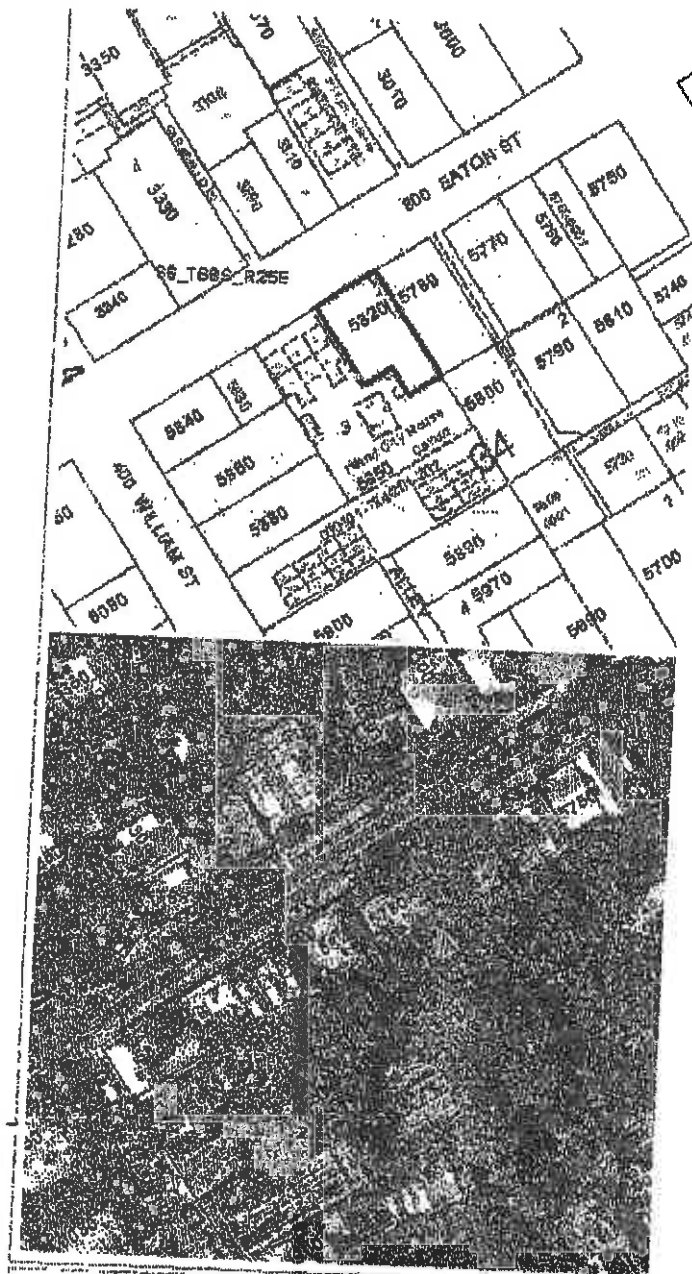
PC Code: 01 - SINGLE FAMILY
Millage Group: 10KV
Affordable
Housing: No
Section-Township-
Range: 08-88-25
Property Location: 814 EATON ST KEY WEST
Legal Description: KW PT LOT 3 SQR 34 COUNTY JUDGE ORDERS AT CHAMBERS G-97/98CO JUDGE ORDERS AT
CHAMBERS J-300/302 U-435 OR390-43/48 OR1247-811/14 OR1301-1094/97 OR1368-1810/12
OR2214-520/21E

Click Map Image to open interactive viewer

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Property Search -- Monroe County Property Appraiser

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<http://www.mcpafl.org/PropSearch.aspx>



Land Details

Land Use Code	Frontage	Depth	Land Area
010D - RESIDENTIAL DRY	0	0	3,672.06 SF

DURABLE POWER OF ATTORNEY
OF
DAVID BARTON CORNEAL

I, **DAVID BARTON CORNEAL**, as of this May 28, 2014, hereby appoint and empower my daughter, **AMY C. KELLEY**, as my true and lawful attorney-in-fact ("my Agent"), to act for me and in my name and on my behalf to exercise the powers listed in this Durable Power of Attorney. Except as otherwise provided in the Florida Power of Attorney Act (Fla. Stat. Ch. 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 Durable 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 FEES AND COSTS, INCURRED IN ANY ACTION OR PROCEEDING THAT CONFIRMS THE VALIDITY OF THIS POWER OF ATTORNEY.

Durable Power. This Durable Power of Attorney will not be affected by my subsequent incapacity except as provided in Chapter 709 of the Florida Statutes. It is my specific intent that the power conferred on my Agent will be exercisable from the date of this Durable Power of Attorney, and will remain effective thereafter, notwithstanding my subsequent disability or incapacity, except as otherwise specifically provided by statute.

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 Durable Power of Attorney, 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 define 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 operate, insure, license and register with any state or government agency, any and all vehicles of which I am the registered or legal owner.
24. 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

25. 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.
26. To establish or maintain and to trade in credit or margin accounts (whether secured or unsecured), and to pledge assets for that purpose.
27. 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.
28. To trade in commodities, options, futures, precious metals, and currencies, provided such items are traded on a regulated exchange.
29. 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 Fla. Stat. Chapter 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.
30. To employ any investment management service, financial institution, broker-dealer, 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 the Agent is an individual, these costs may be paid from my assets in addition to compensation payable to the Agent.
31. 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.

32. 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.
33. 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 of my descendants, 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.
34. To conduct investment transactions as provided in Fla. Stat. §709.2208(2).

FINANCIAL MATTERS

35. To collect, receive, and receipt for any and all sums of money or payments due or to become due to me.
36. 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, broker-dealer, insurance company, or other financial institution (each referred to as "a financial institution") selected by the Agent.
37. To make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper.
38. 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.
39. 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.
40. To enter any safe deposit box or vault on which I am a signer and withdraw or add to the contents.
41. 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.
42. 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.
43. To conduct banking transactions as provided in Fla. Stat. §709.2208(1).

BUSINESSES AND CONTRACTS

44. 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.
45. 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.
46. 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.
47. To enter into an ownership agreement with other persons to take over all or part of the operation of an Entity.
48. 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.
49. To participate in any type of liquidation or reorganization of any enterprise.
50. 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.
51. 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;
52. To compromise, arbitrate, or otherwise adjust claims in favor of or against any Entity in which I have an interest.
53. Except as otherwise provided under Fla. Stat. §709.2201(3) relating to contracts for personal services, to contract with any person or Entity for any purpose (including contracts between me and my Agent), 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:

54. 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;
55. To procure new Contracts for me and any member of my family;
56. 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.
57. To obtain property, casualty, liability or any other insurance for me and my property.
58. 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:

59. 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.
60. To exercise for my benefit a presently exercisable general power of appointment.
61. To transfer property to the trustee of a trust created by me or for my benefit.
62. To accept, receipt for, sell, assign, pledge, or exchange my interest; to reject or disclaim, or consent to a modification of, my interest.
63. 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

64. 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.
65. 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.
66. 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.
67. 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.

- 68. 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.
- 69. 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

- 70. 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.
- 71. To nominate on my behalf a person (including my 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.
- 72. To receive and open my mail, change my mailing address, and otherwise represent me in any matter concerning the U.S. Postal Service.
- 73. To access communications intended for me, and communicate on my behalf, whether by mail, electronic transmission, telephone, or other means.
- 74. 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.
- 75. 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.
- 76. Accept or resign on my behalf from any offices or positions which I may hold, including any fiduciary positions.
- 77. To hire and compensate attorneys, accountants, advisors, financial consultants, 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.

78. 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.
79. 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.

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:

80. To file or process claims, and receive payment for any amounts due me under any such government program or as payments for retirement from any governmental entity, agency, or program, including without limit any program or plan administered or sponsored by the United States, any state (or a subdivision of a state) of the United States, or any branch of the military.
81. 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.
82. 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, TRICARE, 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.
83. 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.
84. 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

85. To represent me before any office of the Internal Revenue Service or any state agency, to receive confidential information regarding all tax matters (for my SSN ending in -9300) for

all periods, whether before or after the execution of this Durable Power of Attorney, and to make any tax elections on my behalf.

86. 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.
87. 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.
88. 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

Certain transactions under this power of attorney may profoundly affect my existing estate plan and therefore require a separate authorization for my Agent to engage in them. By initialing next to any items within the respective numbered paragraphs in this Special Transactions section, I grant my Agent the authority stated in that paragraph with respect to the item initialed. If I have not initialed an item, my Agent is not authorized to take that action.

89. Gifts. I authorize my Agent to make gifts of my property outright to, or for the benefit of, the persons specified below, including by the exercise of any presently exercisable general power of appointment which I hold or acquire. For these purposes, a gift "for the benefit of" a person includes a gift to a trust in which that person is a beneficiary, to a custodial account under a state version of the Uniform Transfers (or Gifts) to Minors Act, and to a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code §529. Unless I have provided otherwise in this instrument, gifts made to different donees need not be equal in amount, character or timing. Gifts may be made only to:

_____ my wife and my descendants

_____ my Agent, despite any limitation under Fla. Stat. §709.2202(3)

 all of the above in this paragraph

The gifts to the persons I have specified above, if any, may be made in the following amounts:

_____ in an amount per donee each calendar year not to exceed the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code §2503(b) (annual exclusion)

_____ any amounts qualifying for federal gift tax exclusion under Internal Revenue Code §2503(e) (medical and educational exclusions)

_____ in an aggregate amount not to exceed my Applicable Exclusion Amount as

provided in Internal Revenue Code §2010(c)

if my wife agrees to consent to a split gift pursuant to Internal Revenue Code §2513, in an amount per donee not to exceed the aggregate Applicable Exclusion Amounts for both my wife and me

for estate planning purposes, in unlimited amounts, including the gifts listed above

90. Trusts. I authorize my Agent to deal with trusts created by me, for me, on my behalf, or in connection with gifts from me to others as provided in the paragraph above authorizing gifts, including for the benefit of my Agent, as follows:

To create an inter vivos trust, whether revocable or irrevocable, in which I am a beneficiary

To the extent permitted in the trust agreement, to amend, revoke, or terminate a trust of which I am a beneficiary, or transfer the assets of such a trust into another trust under which I am a beneficiary

To create, amend, or revoke trusts for the benefit of others

To participate in either judicial or nonjudicial modification of a trust as permitted in Fla. Stat. Chapter 736

all of the above as specified in this paragraph

91. Survivorship and Other Designations. My Agent may create or alter the nature of accounts in which I have an interest, including for the benefit of my Agent, as follows:

To create or change rights of survivorship in accounts or other assets in which I have an interest

To change a beneficiary designation for any accounts or financial instruments, including life insurance policies, annuities, or retirement accounts of any nature

To waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan of any nature

all of the above as specified in this paragraph

92. Disclaimers. My Agent may disclaim interests in property on my behalf, including for the benefit of my Agent, as follows:

Disclaim any interest in property I might otherwise receive, either outright or in trust

Disclaim any powers I have over property or as a beneficiary of any trusts (excluding any powers I possess in a fiduciary capacity)

Disclaim any powers of appointment I have or may acquire, excluding any testamentary power of appointment that I currently exercise in my Last Will and Testament

all of the above as specified in this paragraph

ADDITIONAL PROVISIONS

Protection for Agent. I understand, acknowledge and anticipate that many of my Agent's actions taken pursuant to specific grants of authority in this instrument could involve her in conflicts of interest (created either by me or by my Agent), or call into question my Agent's apparent loyalty to me, or both. This might result from the totality of the circumstances facing the Agent at that time, or by virtue of the Agent's specific actions that might create the conflict of interest. I want my Agent to be free to act in my interest without concern over questionable lawsuits. Therefore, so long as my Agent acts in good faith, she will be protected as follows:

a. My Agent does not have an affirmative duty to act under this power of attorney and will not be liable for any claim or demand arising out of her good faith acts or omissions, except for actions or omissions resulting from my Agent's dishonesty, improper motive, or reckless indifference to the purposes of this power of attorney or my best interests.

b. My Agent may have competing interests for herself or her affiliates, and I waive any express duty of loyalty imposed under Fla. Stat. §709.2114(2).

c. My Agent may have a conflict of interest as provided in Fla. Stat. §709.2116. Despite that section, my Agent may undertake a transaction on my behalf even if another party to that transaction is: (i) a business or trust controlled by my Agent, or of which my Agent, or any director, officer, or employee of a Corporate Agent, is also a director, officer, or employee; (ii) an affiliate or business associate of my Agent; or (iii) my Agent acting individually. This exception also extends to any relative of such a party.

d. I fully indemnify my Agent out of my assets and my estate for any actions brought against her, and damages she sustains, including attorneys' fees and costs, that have as a basis my Agent's actions or inactions resulting in both a claim for breach of fiduciary duty and actual damages to me or my estate, but this protection does not extend to actions or omissions resulting from my Agent's dishonesty, improper motive, or reckless indifference to the purposes of this power of attorney or my best interests. If my Agent ceases to serve, these provisions for indemnification may be enforced against me or a successor Agent. This right of indemnification extends to the estate, personal representatives, legal successors and assigns of my Agent.

e. My Agent will not be liable for any actions or omissions by a predecessor agent if the Agent does not participate in or conceal the action or omission. My Agent is not required to review the actions of a predecessor agent, absent actual knowledge by the Agent of wrongdoing. If, however, my Agent has actual knowledge of a breach or imminent breach of fiduciary duty by another agent, including a predecessor agent, my Agent must take action reasonably appropriate in the circumstances to safeguard my best interests. If my Agent in good faith believes that I am not incapacitated, giving notice to me is a sufficient action.

Compensation and Expenses. My Agent will be entitled to reasonable compensation and reimbursement for all expenses reasonably incurred by her on my behalf.

Foreign Accounts. Despite any power granted to my Agent in this instrument or under

law, my Agent may not exercise any power over, or transact any business with respect to, an account in a foreign country, as defined in 31 CFR 1010.350(c) and 1010.350(d), unless my Agent expressly and specifically accepts such authority in writing.

Delegation of Powers. My Agent may not delegate the powers given to her as my attorney-in-fact, except as follows:

- a. To grant a transfer agent or similar person the authority to register securities in my name or the name of a nominee.
- b. For investment management purposes as provided in Fla. Stat. §518.112.
- c. By executing a power of attorney on a form prescribed by a government or governmental subdivision, agency, or instrumentality for a governmental purpose.
- d. To any other person, as may be permitted under the law of another jurisdiction in which this instrument is presented.

Suspension of Rights and Duties. All powers granted to my Agent will be suspended immediately if she becomes disabled, i.e., unable to carry out her duties under this Durable Power of Attorney because of a mental or physical impairment (whether temporary or permanent in nature). For these purposes, that disability is determined as follows:

- a. My Agent's capacity or disability can be determined by a court having jurisdiction, which will supersede any other determination under this section.
- b. In the absence of a judicial determination, if the majority of Scott F. Corneal, Amy C. Kelley and Seth D. Corneal reasonably believe that my Agent is disabled, and if they obtain written confirmation of that opinion from my Agent's physician or a board certified medical doctor hired at my expense, those persons shall give my Agent written notice to that effect. Upon delivery to my Agent of that written notice, all powers of my Agent as my attorney-in-fact will be suspended until her legal capacity is determined by a court, until the physician consulted determines my Agent is no longer disabled, or until the persons entitled to give such written notice rescind it.
- c. If my Agent fails to sign a release of relevant medical information necessary to determine her capacity, my Agent will be suspended for 30 days after the request for such a release is delivered to my Agent by the persons described above, unless those persons agree to an extension of that deadline. If my Agent consents to the release of relevant medical information, and is determined not to be disabled, she may elect to resume service as my Agent by giving written notice to me and to the persons named above.

Use of Copies. As provided in Fla. Stat. §709.2106, a photocopy or electronic copy of this power is sufficient for its exercise, except as may be required for transactions in real estate.

Partial Invalidity. If any part of this power of attorney is declared invalid or unenforceable, that decision will not affect the validity of the remaining parts.

Limitation on actions of Agent. No Agent may participate in an action to the extent that a payment or distribution pursuant to that action would discharge a legal support obligation of that Agent. No Agent who is the insured of any insurance policy that I own may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by another Agent, if any.

In witness whereof, I have executed this Durable Power of Attorney as of the date first written above.

Signed in the presence of:



Witness: Eve C. Cody


David Barton Corneal


Witness: Tina Escalante

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me on May 28, 2014, by David Barton Corneal, who is personally known to me.


Tina Escalante
Notary Public--State of Florida

