

RESOLUTION NO. 19-238

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION OF LIEN IN THE CASES OF RISHI AND RESHMA GIDWANI, PROPERTY OWNERS OF 3609 NORTHSIDE DRIVE THROUGH THEIR REPRESENTATIVE GARY THE CARPENTER; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West holds liens in the total amount of \$934,000.00 plus accrued interest against a property located at 3609 Northside Drive, owned by Rishi and Reshma Gidwani, by virtue of code enforcement orders originating in Code Compliance Case number 06-0654 (Compliance achieved July 3, 2019, lien accrued to \$699,600.00); Code Compliance Case number 08-1368 (Partial compliance achieved October 29, 2008, additional compliance achieved November 21, 2008, lien in the amount of \$9,750.00); and Case Number 12-0991 (Compliance achieved May 13, 2019, lien accrued to \$224,650.00), each duly recorded with the Monroe County Clerk of Court; and

WHEREAS, Florida Statute 162.09(3) mandates that a certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator; and

WHEREAS, the property owners brought the most recent code violation at 3609 Northside Drive into compliance on July 3, 2019; and

WHEREAS, on May 30, 2019, a request for mitigation of lien was executed by the property owner, and it was placed on the City Commission agenda of August 6, 2019;

WHEREAS, the City Commission considered the request to release the liens imposed on the property located at 3609 Northside Drive; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the City Manager, upon the advice and consent of the City Attorney, is authorized to execute a Satisfaction of Lien in the case of Rishi and Reshma Gidwani, the owners of the property known 3609 Northside Court, to allow the City's release of lien upon payment of a fee in the mitigated amount of \$93,400.00 (10% of the total liens).

Section 2: That the property owner shall pay the reduced lien amount of \$93,400.00 within thirty (30) days of the date of this Resolution as a condition precedent to the release of the \$934,000.00 lien.

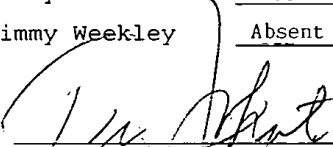
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of August, 2019.

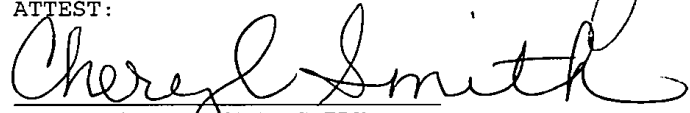
Authenticated by the Presiding Officer and Clerk of the Commission on 6th day of August, 2019.

Filed with the Clerk on August 7, 2019.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Absent</u>

  
\_\_\_\_\_  
TERI JOHNSTON, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK



## EXECUTIVE SUMMARY

To: Jim Scholl, City Manager  
Cc: Greg Veliz, Assistant City Manager  
From: Jim Young Director of Code Compliance *JY*  
Date: July 25, 2019  
Subject: 3609 Northside Drive Mitigation of Lien

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### **Action statement:**

On May 30, 2019 the representative, Gary Burchfield, representing the property owners, Rishi and Reshma Gidwani, submitted a request to the City to mitigate liens placed on the property located at 3609 Northside Drive, Key West, FL. The total amount of the liens are Nine Hundred and Thirty-Four Thousand Dollars, (\$934,000.00). Mr. Burchfield is offering Six Hundred and Fifty Dollars, (\$650.00) for the release of the liens placed by the City of Key West Code Compliance Department on the subject property pursuant to City of Key West Code of Ordinances Sec 2.635 and FL Statute 162.09 (to place the lien) and Sec. 2-646 (to remove lien).

### **Recommendation:**

The City Manager as well Staff recommends the City Commission accepts Ninety-Three Thousand Four Hundred Dollars, (\$93,400.00) to release the lien on the subject property.

### **Background:**

#### **Case Number 06-0654**

On June 19, 2006 Code Compliance received a complaint that interior renovations, including installation of windows had been completed without the required permits. A Notice of Code Violation was issued to the subject property owner, Rishi Gadwani via certified mail.

On June 21, 2006 the Notice of Code Violation was accepted by Ricardo.

On July 10, 2006 a Notice of Hearing was issued, via certified mail to the subject property owner. The Hearing date was scheduled for August 30, 2006.

On July 13, 2006 the Notice of Hearing was signed by "Sophak."

On August 30, 2006 the Special Magistrate found the subject property owner in violation of City of Key West Code of Ordinance Section 14-37, Building permits required. The Special Magistrate assessed an Administrative Cost of One Hundred and Fifty Dollars, (\$150.00), and a Fine of One Hundred and Fifty Dollars, (\$150.00), per day if compliance was not achieved by September 26, 2006.

On August 25, 2009 a lien in the amount of One Hundred and Fifty-Six Thousand Nine Hundred Dollars, (\$156,900.00), was recorded with the Monroe County Clerk of Courts in Book # 2428 on Page # 1927.

On July 3, 2019 the property achieved compliance. However, the total of the lien had accrued to Six Hundred and Ninety-Nine Thousand Six Hundred Dollars, (\$699,600.00).

**Case Number 08-1368**

On May 14, 2008 Code Compliance received an anonymous complaint that the subject property was unsightly with trash and unregistered vehicles were being stored on the property.

On May 20, 2008 a Notice of Code Violation was issued to the property owner Rishi Gidwani, via certified mail. The Notice cited the property owner for violating City of Key West Code of Ordinance Section 26-126 clearing property of debris and noxious materials required, Section 108-677 parking and storage of certain vehicles and Section 62-2 obstructions.

On May 27, 2008 the certified mail receipt was signed by Lorrie Jagasia.

On August 8, 2008 the subject property was posted with a Notice of Code Violation/ Notice of Hearing citing the property owner Rishi Gidwani for violating City of Key West Code of Ordinance Section 108-677 Parking and Storage of Certain Vehicles and Section 62-2 Obstructions. The date of the Hearing was August 27, 2008.

On August 27, 2008 the Special Magistrate found the property owner was in violation of City of Key West Code of Ordinance Section 108-677 parking and storage of certain vehicles and Section 62-2 obstructions. The Special Magistrate assessed Administrative Cost in the amount of One Hundred and Fifty Dollars, (\$150.00) and a daily Fine of One Hundred Dollars, (\$100.00), per day, per count if compliance was not achieved by September 23, 2008.

On September 23, 2008 the Special Magistrate found the property was not in compliance and the fines started accruing.

On October 29, 2008 the property owner achieved compliance of Section 62-2, Obstructions. Compliance was achieved after 37 days so the fine total regarding that violation had accumulated to Three Thousand Seven Hundred Dollars, (\$3,700.00).

On November 21, 2008 the property owner achieved compliance of Section 108-677, Obstructions. Compliance was achieved after 59 days so the fine total regarding that violation had accumulated to Five Thousand Nine Hundred Dollars, (\$5,900.00). The total Costs and Fines were Nine Thousand Seven Hundred and Fifty Dollars, (\$9,750.00).

On August 25, 2009 a lien was recorded with the Monroe County Clerk's Office in Book Number 2428, on Page Number 1925. The total amount of the lien was Nine Thousand Seven Hundred and Fifty Dollars, (\$9,750.00).

#### **Case Number 12-0991**

On July 11, 2012 Code Compliance received an anonymous complaint that the property owner, Rishi Gidwani, installed a new door on the side of the house and an addition has been built on the property without the required permits.

On July 26, 2012 a Notice of Code Violation was issued via certified mail to the property owner charging him with violating City of Key West Code of Ordinance Section 14-37 the requirement of securing building permits. The Notice of Code Violation was also posted at the subject property on this date.

On December 5, 2012 a Notice of Code Violation/Notice of Hearing was posted at the subject property. The Hearing date was set for January 30, 2013.

On January 30, 2013 the Special Magistrate found the property owner in violation of City of Key West Code of Ordinance Section 14-37. The Special Magistrate assessed an Administrative Cost of Two Hundred and Fifty Dollars, (\$250.00), and a Fine in the amount of One Hundred Dollars, (\$100.00), per day if compliance was not achieved by February 26, 2013.

On February 27, 2013 a compliance Hearing was conducted at which time the Special Magistrate imposed the One Hundred Dollar, (\$100.00) daily fine.

On October 17, 2013 a lien was recorded against the property with the Monroe County Clerk of Courts Office. The total amount of the lien at that time was Nineteen Thousand One Hundred and Fifty Dollars, (\$19,150.00). The lien was recorded in Book Number 2654, on Page Number 1650.

On May 13, 2019 the property achieved compliance. However, the total of the lien had accrued to Two Hundred and Twenty-Four Thousand Six Hundred and Fifty Dollars, (\$224,650.00).

The total amount of the liens owed to the City is Nine Hundred and Thirty-Four Thousand Dollars, (\$934,000.00).



**THE CITY OF KEY WEST**

**Code Enforcement Division**

P.O.Box 1409, Key West, FL 33040

**(305) 809-3740 (305) 809-3739 FAX**

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE  
OF THE CITY OF KEY WEST, FLORIDA

CITY OF KEY WEST

FILE NO. CES 06-654

CERTIFIED MAIL # 7005 3110 0002 0246 8562

VS.

Rishi Gidwani  
3609 Northside Drive  
Key West, FL 33040

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**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

This cause having come before the Special Magistrate on August 30, 2006 pursuant to the Florida Statutes Chapter 162 and Article VI et seq of the Key West Code, and the Special Magistrate having heard sworn testimony, having reviewed the evidence submitted, and being otherwise advised of the premise; The Special Magistrate finds that Rishi Gidwani is in violation of Key West Code of Ordinances, section 14-37. In that the following condition exists at 3609 Northside Drive, Key West, FL: For failure to obtain a building permit for the interior renovations and installation of windows.

Accordingly it is hereby  
ORDERED:

1. That you pay a \$150.00 Administrative Cost. A fine of \$150.00 per day will be imposed if not in compliance by September 26, 2006. A compliance hearing will be held on September 27, 2006 at Old City Hall, 510 Greene Street at 1:30 p.m. All fines and fees are payable within thirty (30) days from the date of this order to the City of Key West, Attn: Code Enforcement Division, P. O. Box 1409, Key West, FL 33040.
2. The Respondent is further ordered to contact the City of Key West Code Inspector to verify compliance, which may include an inspection. Any continuing fine imposed shall continue to accrue until such time as the Code Inspector inspects the property and verifies compliance with this Order. This Order may be recorded in the official records of Monroe County for lien and judgment purposes.
3. If you request that the fine be reduced or mitigated you must be in compliance and you must request in writing to appear before the Special Magistrate one (1) week prior to a hearing to show cause why said fine should be mitigated.

Done and Ordered this 18th day of Sept 2006.

The Code Enforcement Special Magistrate of the City of Key West, Florida

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*Jeffrey Overby*  
Jeffrey Overby



**CODE ENFORCEMENT SPECIAL  
MAGISTRATE IN AND FOR  
THE CITY OF KEY WEST,  
MONROE COUNTY, FLORIDA**

**CASE NO.: 06-654**

**CITY OF KEY WEST, a  
Florida municipal corporation**

**Key West, Florida 33040  
Petitioner**

**Doc# 1758432 08/23/2009 2:23PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHGE**

**vs.**

**Rishi Gidwani  
3609 Northside Drive  
Key West, FL 33040**

**Doc# 1758432  
Bk# 2428 Pg# 1827**

**Respondent(s)**

**Subject Property Legal Description: 3609 Northside Drive, BK 3 LT 11 KW P85-19 PEARLMAN  
ESTATES SECOND ADDITION OR282-149/50 OR380-184/185 OR913-1127 OR991-2040Q/C OR998-2161 OR1045-  
501 OR1509-98EST/ORD OR1784-295 OR1784-298 OR1985-1443 OR2066-1065-C**

**ORDER IMPOSING PENALTY/LIEN**

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate (herein referred to as "Special Magistrate") on August 30, 2006, after due notice to Respondent(s), at which time the Special Magistrate heard testimony under oath, received evidence, and issued its Findings of Fact and Conclusions of Law and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s). This Finding and Order was mailed on September 19, 2008.

Said Order required Respondent(s) to take certain action by a time certain, September 26, 2008, as specifically set forth in that Order.

Accordingly, it having been brought to the Special Magistrate's attention that Respondent(s) had not come into compliance for the violation listed in the Findings and Order issued in this matter at \$150.00 per day for a total of \$156,900.00 which also includes the administrative costs of \$150.00.

**ORDERED** that Respondent(s) pay to the City of Key West an amount of \$156,900.00 and this amount shall be subject to the maximum statutory interest charges provided by law.

This Order can be recorded and shall then constitute a lien for all the accrued fines against the above described property, and any other real or personal property that the violator owns in Key West, Monroe County where recorded pursuant to Section 162.09 of the Florida Statutes.

DONE AND ORDERED this 18th day of August, 2009.

CODE ENFORCEMENT  
SPECIAL MAGISTRATE

By: [Signature]  
J. Jefferson Overby  
Special Magistrate

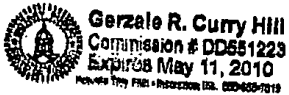
ATTEST:  
DATED: 8-24-09

[Signature]  
Deborah Millett-Fowley  
Recording Secretary

Doc# 1756432  
Bk# 2428 Pg# 1828

PERSONALLY appeared before me, the undersigned authority, Deborah Millett-Fowley, well known to me and known by me to be the Clerk and Recording Secretary, respectively of the CODE ENFORCEMENT SPECIAL MAGISTRATE, and acknowledged before me that they executed the foregoing instrument on behalf of the CODE ENFORCEMENT SPECIAL MAGISTRATE, as its true act and deed, and that they were duly authorized to do so. They are personally known to me and have each produced a Florida Drivers License as identification.

WITNESS my hand and official seal this 24 day of August, 2009.



[Signature]  
NOTARY PUBLIC  
My Commission Expires:

I HEREBY CERTIFY that a true and correct copy of the above and foregoing ORDER IMPOSING PENALTY/LIEN has been furnished by certified mail (7008 1140 0002 4725 0423, 0416) and regular mail to Rishi Gidwani, 3609 Northside Drive, Key West, FL 33040 and 3312 Northside Drive, Unit 311, Key West, FL 33040 on this 24th day of August, 2009.

[Signature]  
Deborah Millett-Fowley  
Recording Secretary

Case 06-654

### MITIGATION OF LIEN REQUEST

To: Key West Code Compliance Division  
1300 White Street  
Key West, FL 33040  
Phone: 305-809-3740

Case #: 06-0654

As the property owner, I, Rishi Gidwani / Reshma Gidwani am requesting that the Key West City Commission consider the mitigation of the accrued lien at 3609 Northside Dr. The total amount of the lien is \$69,100.00

I am offering \$ 750<sup>00</sup> to settle the above lien.

- I will represent myself at the City Commission Meeting
- My Attorney \_\_\_\_\_, will represent me at the City Commission Meeting and is empowered to negotiate the above lien.
- My representative Gary Burchfield, with attached Power of Attorney, is empowered to negotiate the amount of the liens.

Rishi Gidwani  
Signature of Property Owner

May 30<sup>th</sup> 2019  
Date

**FLORIDA GENERAL DURABLE POWER OF ATTORNEY**

**THE POWERS YOU GRANT BELOW ARE EFFECTIVE  
EVEN IF YOU BECOME DISABLED OR INCOMPETENT**

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

I Rishi Gidwan / Roshma Gidwan  
3609 Northside Dr Key West FL 33248 [insert your name and address] appoint  
Gary Burnett  
5002 Simonton Key West FL 33240 [insert the name and address of the  
person appointed] as my Agent (attorney-in-fact) to act for me in any lawful way with respect to  
the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND  
IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS,  
INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT  
NEED NOT, CROSS OUT EACH POWER WITHHELD.

**Note: If you initial Item A or Item B, which follow, a notarized signature will be required  
on behalf of the Principal.**

INITIAL

\_\_\_\_\_ (A) **Real property transactions.** To lease, sell, mortgage, purchase, exchange, and  
acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and  
acquisition of, and to accept, take, receive, and possess any interest in real property  
whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem  
proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent,  
lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner  
deal with all or any part of any interest in real property whatsoever, including specifically, but  
without limitation, real property lying and being situated in the State of Florida, under such  
terms and conditions, and under such covenants, as my Agent shall deem proper and may for  
all deferred payments accept purchase money notes payable to me and secured by mortgages  
or deeds to secure debt, and may from time to time collect and cancel any of said notes,  
mortgages, security interests, or deeds to secure debt.

\_\_\_\_\_ (B) **Tangible personal property transactions.** To lease, sell, mortgage, purchase,

exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of Florida or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

\_\_\_\_\_ **(C) Stock and bond transactions.** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

\_\_\_\_\_ **(D) Commodity and option transactions.** To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

\_\_\_\_\_ **(E) Banking and other financial institution transactions.** To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

\_\_\_\_\_ **(F) Business operating transactions.** To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.

\_\_\_\_\_ **(G) Insurance and annuity transactions.** To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.

\_\_\_\_\_ **(H) Estate, trust, and other beneficiary transactions.** To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.

*Acc.* \_\_\_\_\_ **(I) Claims and litigation.** To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

\_\_\_\_\_ **(J) Personal and family maintenance.** To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

\_\_\_\_\_ **(K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.** To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

\_\_\_\_\_ **(L) Retirement plan transactions.** To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

\_\_\_\_\_ **(M) Tax matters.** To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to

execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

\_\_\_\_ (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

**SPECIAL INSTRUCTIONS:**

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT:

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THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRICKEN.)

**Authority to Delegate.** My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

**Right to Compensation.** My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

**Successor Agent.** If any Agent named by me shall die, become incompetent, resign or refuse to accept the office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

\_\_\_\_\_  
\_\_\_\_\_

**Choice of Law.** THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF FLORIDA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 30 day of MAY, 2019

Rishi Gidwani  
[Your Signature]

590-16-8012  
[Your Social Security Number]



**STATEMENT OF WITNESS**

On the date written above, the principal declared to me in my presence that this instrument is his general durable power of attorney and that he or she had willingly signed or directed another to sign for him or her, and that he or she executed it as his or her free and voluntary act for the purposes therein expressed.

*[Handwritten Signature]*

NICOLE ALBANY

[Signature of Witness #1]  
[Printed or typed name of Witness #1]  
[Address of Witness #1, Line 1]  
[Address of Witness #1, Line 2]

*[Handwritten Signature]*

CHRIS STASIN-SNOW

[Signature of Witness #2]  
[Printed or typed name of Witness #2]  
[Address of Witness #2, Line 1]  
[Address of Witness #2, Line 2]

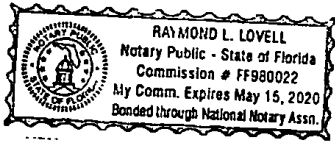
**A Note About Selecting Witnesses:** The agent (attorney-in-fact) may not also serve as a witness. Each witness must be present at the time that principal signs the Power of Attorney in front of the notary. Each witness must be a mentally competent adult. Witnesses should ideally reside close by, so that they will be easily accessible in the event they are one day needed to affirm this document's validity.

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF FLORIDA  
COUNTY OF Manatee

This document was acknowledged before me on 6/17/19 [Date] by  
Gary Burchfield [name of principal].

[Notary Seal, if any]:



[Signature]  
(Signature of Notarial Officer)

Notary Public for the State of Florida

My commission expires:  
\_\_\_\_\_

**ACKNOWLEDGMENT OF AGENT**

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

Gary Burchfield  
[Typed or Printed Name of Agent]

[Signature]  
[Signature of Agent]

**PREPARATION STATEMENT**

This document was prepared by the following individual:

Raymond L Lovell  
[Typed or Printed Name]

[Signature]  
[Signature]



**THE CITY OF KEY WEST**

**Code Compliance Division**

P.O. Box 1409, Key West, FL 33040

**(305) 809-3740 (305) 809-3739 FAX**

**BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE  
OF THE CITY OF KEY WEST, FLORIDA**

CITY OF KEY WEST

FILE NO. CBS 08-1368

Certified Mail: 7007 2680 0003 1832 9837

POSTED:

Regular Mail: 8-29-08

VS.

Rishi Gidwani  
3609 Northside Drive  
Key West, FL 33040

---

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

This cause having come before the Special Magistrate on August 27, 2008, pursuant to the Florida Statutes Chapter 162 and Article VI et seq of the Key West Code, and the Special Magistrate having heard sworn testimony, having reviewed the evidence submitted, and being otherwise advised of the premise; The Special Magistrate finds that Rishi Gidwani is in violation of Key West Code of Ordinances, sections 108-677 and 62-2. In that the following condition exists at 3609 Northside Drive, Key West, FL: Vehicles not tagged on property. Obstruction of the City right-of-way.

Accordingly it is hereby

**ORDERED:**

1. That you pay a \$150.00 Administrative Cost. A fine of \$100.00 per day, per count will be imposed if not in compliance by September 23, 2008. A compliance hearing will be held on September 24, 2008 at 1:30, 510 Greene Street, Key West, FL. All fees are payable within thirty (30) days from the date of this order to the City of Key West, Attn: Code Compliance Division, P. O. Box 1409, Key West, FL 33040.
2. The Respondent is further ordered to contact the City of Key West Code Inspector to verify compliance, which may include an inspection. Any continuing fine imposed shall continue to accrue until such time as the Code Inspector inspects the property and verifies compliance with this Order. This Order may be recorded in the official records of Monroe County for lien and judgment purposes.
3. If you request that the fine be reduced or mitigated you must be in compliance and you must request in writing to appear before the Special Magistrate two weeks prior to a hearing to show cause why said fine should be mitigated.

Done and Ordered this 24th day of Aug 2008.

The Code Enforcement Special Magistrate of the City of Key West, Florida

---

J. Jefferson Overby

**CODE ENFORCEMENT SPECIAL  
MAGISTRATE IN AND FOR  
THE CITY OF KEY WEST,  
MONROE COUNTY, FLORIDA**

CASE NO.: 08-1368

**CITY OF KEY WEST, a  
Florida municipal corporation**

**Key West, Florida 33040  
Petitioner**

Doc# 1758431 08/28/2008 2:23PM  
Filed & Recorded in Official Records of  
MONROE COUNTY DANNY L. KOLHAGE

vs.

**Rishi Gidwanj  
3609 Northside Drive  
Key West, FL 33040**

Doc# 1758431  
BK# 2428 Pg# 1825

**Respondent(s)**

**Subject Property Legal Description: 3609 Northside Drive, BK 3 LT 11 KW P85-19 PEARLMAN  
ESTATES SECOND ADDITION OR282-149/50 OR380-184/185 OR913-1127 OR891-2040Q/C OR998-2161 OR1045-  
501 OR1509-88ESTJORD OR1784-295 OR1784-296 OR1865-1443 OR2088-1085-C**

**ORDER IMPOSING PENALTY/LIEN**

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate (herein referred to as "Special Magistrate") on August 27, 2008, after due notice to Respondent(s), at which time the Special Magistrate heard testimony under oath, received evidence, and issued its Findings of Fact and Conclusions of Law and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s). This Finding and Order was mailed on August 28, 2008.

Said Order required Respondent(s) to take certain action by a time certain, September 23, 2008, as specifically set forth in that Order.

Accordingly, it having been brought to the Special Magistrate's attention that Respondent(s) had not come into compliance until October 29, 2008 for count two and November 21, 2008 for count one for the violations listed in the Findings and Order issued in this matter at \$100.00 per day, per count for a total of \$9,650.00 which also includes the administrative costs of \$150.00.

**ORDERED** that Respondent(s) pay to the City of Key West an amount of \$9,650.00 and this amount shall be subject to the maximum statutory interest charges provided by law.

This Order can be recorded and shall then constitute a lien for all the accrued fines against the above described property, and any other real or personal property that the violator owns in Key West, Monroe County where recorded pursuant to Section 162.09 of the Florida Statutes.

DONE AND ORDERED this 18th day of August, 2009.

CODE ENFORCEMENT  
SPECIAL MAGISTRATE

By: [Signature]  
J. Jefferson Overby  
Special Magistrate


ATTEST:  
DATED: 8-24-09

[Signature]  
Deborah Millett-Fowley  
Recording Secretary

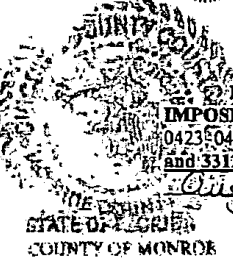
Doc# 1758431  
Bk# 2428 Pg# 1928

PERSONALLY appeared before me, the undersigned authority, Deborah Millett-Fowley, well known to me and known by me to be the Clerk and Recording Secretary, respectively of the CODE ENFORCEMENT SPECIAL MAGISTRATE, and acknowledged before me that they executed the foregoing instrument on behalf of the CODE ENFORCEMENT SPECIAL MAGISTRATE, as its true act and deed, and that they were duly authorized to do so. They are personally known to me and have each produced a Florida Drivers License as identification.

WITNESS my hand and official seal this 24 day of August, 2009.

 **Gerzale R. Curry Hill**  
Commission # DD651223  
Expires May 11, 2010  
NOTARY PUBLIC - FLORIDA REG. NO. 123456789

[Signature]  
NOTARY PUBLIC  
My Commission Expires:



I HEREBY CERTIFY that a true and correct copy of the above and foregoing ORDER IMPOSING PENALTY/LIEN has been furnished by certified mail (7008 1140 0002 4725 0423 0416) and regular mail to Rishi Gidwani, 3609 Northside Drive, Key West, FL 33040 and 3312 Northside Drive, Unit 311, Key West, FL 33040 on this 18th day of August, 2009. 24th

This Copy is a True Copy of the Original on file in this Office. Witness my hand and seal this 30th day of Sept, 2009.  
By: [Signature]  
DANNY L. KOLBAGE  
Clerk of Circuit Court

[Signature]  
Deborah Millett-Fowley  
Recording Secretary

Case 08-1368

MITIGATION OF LIEN REQUEST

To: Key West Code Compliance Division  
1300 White Street  
Key West, FL 33040  
Phone: 305-809-3740

Case #: 08-1368

As the property owner, I, Rishi Gidwani / Reshma Gidwani am requesting that the Key West City Commission consider the mitigation of the accrued lien at 3609 Northside Dr. The total amount of the lien is \$9,650

I am offering \$ 250<sup>00</sup> to settle the above lien.

- I will represent myself at the City Commission Meeting
- My Attorney \_\_\_\_\_, will represent me at the City Commission Meeting and is empowered to negotiate the above lien.
- My representative Gary Burchfield, with attached Power of Attorney, is empowered to negotiate the amount of the liens.

Rishi Gidwani  
Signature of Property Owner

May 30<sup>th</sup> 2019  
Date

**FLORIDA GENERAL DURABLE POWER OF ATTORNEY**

**THE POWERS YOU GRANT BELOW ARE EFFECTIVE  
EVEN IF YOU BECOME DISABLED OR INCOMPETENT**

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

I Rishi Gidwan / Reshma Gidwan  
3609 Northside Dr Key West FL 33248 [insert your name and address] appoint  
Gary Borchert  
500 Simons Key West FL 33248 [insert the name and address of the  
person appointed] as my Agent (attorney-in-fact) to act for me in any lawful way with respect to  
the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND  
IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS,  
INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT  
NEED NOT, CROSS OUT EACH POWER WITHHELD.

**Note: If you initial Item A or Item B, which follow, a notarized signature will be required  
on behalf of the Principal.**

INITIAL

\_\_\_\_\_ (A) **Real property transactions.** To lease, sell, mortgage, purchase, exchange, and  
acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and  
acquisition of, and to accept, take, receive, and possess any interest in real property  
whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem  
proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent,  
lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner  
deal with all or any part of any interest in real property whatsoever, including specifically, but  
without limitation, real property lying and being situated in the State of Florida, under such  
terms and conditions, and under such covenants, as my Agent shall deem proper and may for  
all deferred payments accept purchase money notes payable to me and secured by mortgages  
or deeds to secure debt, and may from time to time collect and cancel any of said notes,  
mortgages, security interests, or deeds to secure debt.

\_\_\_\_\_ (B) **Tangible personal property transactions.** To lease, sell, mortgage, purchase,

exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of Florida or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

\_\_\_\_\_ **(C) Stock and bond transactions.** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

\_\_\_\_\_ **(D) Commodity and option transactions.** To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

\_\_\_\_\_ **(E) Banking and other financial institution transactions.** To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

\_\_\_\_\_ **(F) Business operating transactions.** To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.

\_\_\_\_\_ **(G) Insurance and annuity transactions.** To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.



\_\_\_\_\_ **(H) Estate, trust, and other beneficiary transactions.** To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.

<sup>Acc.</sup> \_\_\_\_\_ **(I) Claims and litigation.** To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

\_\_\_\_\_ **(J) Personal and family maintenance.** To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

\_\_\_\_\_ **(K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.** To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

\_\_\_\_\_ **(L) Retirement plan transactions.** To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

\_\_\_\_\_ **(M) Tax matters.** To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to

execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

\_\_\_\_\_ (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

**SPECIAL INSTRUCTIONS:**

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

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THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRICKEN.)

**Authority to Delegate.** My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

**Right to Compensation.** My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

**Successor Agent.** If any Agent named by me shall die, become incompetent, resign or refuse to accept the office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

\_\_\_\_\_  
\_\_\_\_\_

**Choice of Law.** THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF FLORIDA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 30 day of MAY, 2019

Rishi Sidwani  
[Your Signature]

590-16-8012  
[Your Social Security Number]

**STATEMENT OF WITNESS**

On the date written above, the principal declared to me in my presence that this instrument is his general durable power of attorney and that he or she had willingly signed or directed another to sign for him or her, and that he or she executed it as his or her free and voluntary act for the purposes therein expressed.

[Signature] [Signature of Witness #1]  
NICOLE ALBANY [Printed or typed name of Witness #1]  
[Address of Witness #1, Line 1]  
[Address of Witness #1, Line 2]

[Signature] [Signature of Witness #2]  
CHRISTIE STASSIN-SNOW [Printed or typed name of Witness #2]  
[Address of Witness #2, Line 1]  
[Address of Witness #2, Line 2]

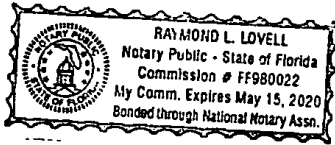
**A Note About Selecting Witnesses:** The agent (attorney-in-fact) may not also serve as a witness. Each witness must be present at the time that principal signs the Power of Attorney in front of the notary. Each witness must be a mentally competent adult. Witnesses should ideally reside close by, so that they will be easily accessible in the event they are one day needed to affirm this document's validity.

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF FLORIDA  
COUNTY OF Monroe

This document was acknowledged before me on 6/17/19 [Date] by  
Gary Burchfield [name of principal].

[Notary Seal, if any]:



[Signature]  
(Signature of Notarial Officer)

Notary Public for the State of Florida

My commission expires:  
\_\_\_\_\_

**ACKNOWLEDGMENT OF AGENT**

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

Gary Burchfield  
[Typed or Printed Name of Agent]

[Signature]  
[Signature of Agent]

**PREPARATION STATEMENT**

This document was prepared by the following individual:

Raymond L. Lovell  
[Typed or Printed Name]

[Signature]  
[Signature]



**THE CITY OF KEY WEST**

**Code Compliance Division**  
P.O. Box 1409, Key West, FL 33040  
**(305) 809-3740 (305) 809-3978 FAX**

**BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE  
OF THE CITY OF KEY WEST, FLORIDA**

CITY OF KEY WEST

FILE NO. 12-991  
CERTIFIED MAIL # 7012 2210 0000 6252 5995

VS.

Rishi Gidwani  
3609 Northside Drive  
Key West, FL 33040

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

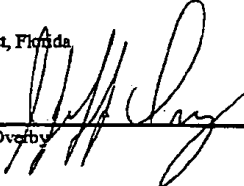
This cause having come before the Special Magistrate on January 30, 2013, pursuant to the Florida Statutes Chapter 162 and Article VI of seq of the Key West Code, and the Special Magistrate having heard sworn testimony, having reviewed the evidence submitted, and being otherwise advised of the premises. The Special Magistrate finds that Rishi Gidwani is in violation of Key West Code of Ordinances, section(s) 14-37. In that the following condition(s) exists at 3609 Northside Drive, Key West, FL: Count 1: For installing a new door without benefit of a building permit

Accordingly it is hereby  
ORDERED:

1. That you pay a \$250.00 Administrative Fee. Also imposed is a fine of \$100.00 per count if compliance is not met by February 26, 2013. A compliance hearing will be held on February 27, 2013 at Old City Hall, 510 Greene Street, Key West, FL at 1:30 pm. All fines and fees are payable within thirty (30) days from the date of this order to the City of Key West, Attn: Code Compliance Division, P. O. Box 1409, Key West, FL 33040.
2. The Respondent is further ordered to contact the City of Key West Code Inspector to verify compliance, which may include an inspection. Any continuing fine imposed shall continue to accrue until such time as the Code Inspector inspects the property and verifies compliance with this Order. This Order may be recorded in the official records of Monroe County for lien and judgment purposes. This case may serve as a predicate for a repeat violation should similar violations occur in the future as applicable.
3. If you request that the fine be reduced or mitigated you must be in compliance and you must request in writing to appear before the Special Magistrate two weeks prior to a hearing to show cause why said fine should be mitigated.

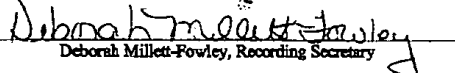
Done and Ordered this 30th day of Jan 2013.

The Code Enforcement Special Magistrate of the City of Key West, Florida

  
\_\_\_\_\_  
J. Jefferson Overby

**Certificate of Order and Service**

I hereby certify that this is a true and correct copy of the above Order and that a true and correct copy has been furnished to the Respondent(s) and/or Authorized Representative via certified mail to address of record with the Monroe Property Appraiser's Office on this 6th day of February, 2013.

  
\_\_\_\_\_  
Deborah Millett-Fowley, Recording Secretary



**THE CITY OF KEY WEST**

**Code Compliance Division**

P.O. Box 1409, Key West, FL 33040

**(305) 809-3740 (305) 809-3978 FAX**

**BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE  
OF THE CITY OF KEY WEST, FLORIDA**

CITY OF KEY WEST

FILE NO. 12-991

CERTIFIED MAIL # 7012 2210 0000 6252 5995

VS.

Rishi Gidwani  
3609 Northside Drive  
Key West, FL 33040

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

This cause having come before the Special Magistrate on January 30, 2013, pursuant to the Florida Statutes Chapter 162 and Article VI et seq of the Key West Code, and the Special Magistrate having heard sworn testimony, having reviewed the evidence submitted, and being otherwise advised of the premises, The Special Magistrate finds that Rishi Gidwani is in violation of Key West Code of Ordinances, section(s) 14-37. In that the following condition(s) exists at 3609 Northside Drive, Key West, FL: Count 1: For installing a new door without benefit of a building permit

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3. If you request that the fine be reduced or mitigated you must be in compliance and you must request in writing to appear before the Special Magistrate two weeks prior to a hearing to show cause why said fine should be mitigated.

Done and Ordered this 30th day of Jan 2013.

The Code Enforcement Special Magistrate of the City of Key West, Florida

J. Jefferson Overby

**Certificate of Order and Service**

I hereby certify that this is a true and correct copy of the above Order and that a true and correct copy has been furnished to the Respondent(s) and/or Authorized Representative via certified mail to address of record with the Monroe Property Appraiser's Office on this 6th day of February, 2013.

Deborah Millett-Fowley  
Deborah Millett-Fowley, Recording Secretary

CODE ENFORCEMENT SPECIAL  
MAGISTRATE IN AND FOR  
THE CITY OF KEY WEST,  
MONROE COUNTY, FLORIDA

CASE NO.: 12-991

CITY OF KEY WEST, a  
Florida municipal corporation  
Key West, Florida 33040  
Petitioner

vs.

Resthi Gidwani  
1901 S Roosevelt Blvd Apt 305S  
Key West, FL 33040

Respondent(s)

Doc# 1854175 10/17/2013 2:21PM  
Filed & Recorded in Official Records of  
MONROE COUNTY ARY HEAVILIN

Doc# 1854175  
Eck# 2654 Pgs 1688

ORDER IMPOSING PENALTY/LIEN

Subject Property Legal Description: 3609 Northside Drive, Pearlman Estates  
second addition, according to the plat thereof as recorded in Plat Book 6, Page 19 of the  
public records of Monroe County, Florida

Parcel Identification Number: 00056030-000000

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate (herein referred to as "Special Magistrate") on January 30, 2013 for case #12-991 after due notice to Respondent(s), at which time the Special Magistrate heard testimony under oath, received evidence, and issued its Findings of Fact and Conclusions of Law and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s). This Finding and Order was mailed on February 6, 2013.

Said Order required Respondent(s) to pay an Administrative Cost of \$250.00. Also imposed was a fine of \$100.00 per day if compliance was not met by February 26, 2013.

Accordingly, it having been brought to the Special Magistrate's attention that Respondent(s) have not come into compliance for the violation listed in the Findings and Orders issued in these matters:

**ORDERED** that Respondent(s) pay to the City of Key West an amount of \$19,150.00 which continues to accrue on a daily basis and this amount shall be subject to the maximum statutory interest charges provided by law.

This Order can be recorded and shall then constitute a lien for all the accrued fines against the above described property, and any other real or personal property that the violator owns in Key West, Monroe County where recorded pursuant to Section 162.09 of the Florida Statutes.



DONE AND ORDERED this 2nd day of October, 2013.

CODE ENFORCEMENT  
SPECIAL MAGISTRATE

By: [Signature]  
J. Jefferson Owensby  
Special Magistrate

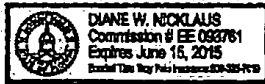
ATTEST:  
DATED: 10-2-2013

[Signature]  
Deborah Millett-Fowley  
Recording Secretary

Doc# 1854175  
Bk# 2634 Pg# 1831

PERSONALLY appeared before me, the undersigned authority, Deborah Millett-Fowley, well known to me and known by me to be the Clerk and Recording Secretary, respectively of the CODE ENFORCEMENT SPECIAL MAGISTRATE, and acknowledged before me that they executed the foregoing instrument on behalf of the CODE ENFORCEMENT SPECIAL MAGISTRATE, as its true act and deed, and that they were duly authorized to do so. They are personally known to me and have each produced a Florida Drivers License as identification.

WITNESS my hand and official seal this 10 day of October, 2013.



[Signature]  
DIANE W. NICKLAUS  
NOTARY PUBLIC  
My Commission Expires:

I HEREBY CERTIFY that a true and correct copy of the above and foregoing ORDER IMPOSING PENALTY/LIEN has been furnished by certified mail (7012 2210 0000 6244 8393) and regular mail to Reshi Gidwani, 1901 S Roosevelt Blvd, Apt 305S, Key West, FL 33040 this 10 day of October, 2013.

I hereby certify that as Clerk and Recording Secretary of the Code Enforcement Special Magistrate of the City of Key West, the Office to whose custody the original is entrusted, this is a true and correct copy of the document maintained on file in the Office of the Code Enforcement Special Magistrate of the City of Key West.

[Signature]  
[Signature]

MONROE COUNTY  
OFFICIAL RECORDS



STATE OF FLORIDA  
COUNTY OF MONROE

This Copy is a True Copy of the Original on File in this Office. Witness my hand and Official Seal.

This 24th day of January  
A.D. 20 14

AMY HEAVILIN  
Clerk Circuit Court  
By [Signature] T.C.

Case 12-997

MITIGATION OF LIEN REQUEST

To: Key West Code Compliance Division  
1300 White Street  
Key West, FL 33040  
Phone: 305-809-3740

Case #:

As the property owner, I, Rishi Gidwani / Reshma Gidwani am requesting that the Key West City Commission consider the mitigation of the accrued lien at 3609 Northside Dr. The total amount of the lien is \$ 224,656<sup>00</sup>

I am offering \$ 250<sup>00</sup> to settle the above lien.

- I will represent myself at the City Commission Meeting
- My Attorney \_\_\_\_\_, will represent me at the City Commission Meeting and is empowered to negotiate the above lien.
- My representative Gary Burchfield, with attached Power of Attorney, is empowered to negotiate the amount of the liens.

Rishi Gidwani  
Signature of Property Owner

May 30<sup>th</sup> 2019  
Date

**FLORIDA GENERAL DURABLE POWER OF ATTORNEY**

**THE POWERS YOU GRANT BELOW ARE EFFECTIVE  
EVEN IF YOU BECOME DISABLED OR INCOMPETENT**

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

1 Rishi Gidwani / Reshma Gidwani  
3609 Northside Dr Key West FL 33045 [insert your name and address] appoint

Gary Burchfield  
800 Simon Ave Key West FL 33040 [insert the name and address of the person appointed] as my Agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

**Note: If you initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.**

INITIAL

\_\_\_\_\_ (A) **Real property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of Florida, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

\_\_\_\_\_ (B) **Tangible personal property transactions.** To lease, sell, mortgage, purchase,

exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of Florida or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

\_\_\_\_\_ **(C) Stock and bond transactions.** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

\_\_\_\_\_ **(D) Commodity and option transactions.** To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

\_\_\_\_\_ **(E) Banking and other financial institution transactions.** To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

\_\_\_\_\_ **(F) Business operating transactions.** To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.

\_\_\_\_\_ **(G) Insurance and annuity transactions.** To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.

\_\_\_\_\_ (H) **Estate, trust, and other beneficiary transactions.** To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.

<sup>Acc</sup>\_\_\_\_\_ (I) **Claims and litigation.** To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

\_\_\_\_\_ (J) **Personal and family maintenance.** To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

\_\_\_\_\_ (K) **Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.** To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

\_\_\_\_\_ (L) **Retirement plan transactions.** To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

\_\_\_\_\_ (M) **Tax matters.** To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to

execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

\_\_\_\_\_ (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

**SPECIAL INSTRUCTIONS:**

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

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THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRICKEN.)

**Authority to Delegate.** My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

**Right to Compensation.** My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

**Successor Agent.** If any Agent named by me shall die, become incompetent, resign or refuse to accept the office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

\_\_\_\_\_  
\_\_\_\_\_

**Choice of Law.** THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF FLORIDA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 30 day of MAY, 2019

*Rick G. ...*  
[Your Signature]

590-16-8012  
[Your Social Security Number]

**STATEMENT OF WITNESS**

On the date written above, the principal declared to me in my presence that this instrument is his general durable power of attorney and that he or she had willingly signed or directed another to sign for him or her, and that he or she executed it as his or her free and voluntary act for the purposes therein expressed.

*[Signature]* [Signature of Witness #1]  
NICOLE ALBANY [Printed or typed name of Witness #1]  
\_\_\_\_\_ [Address of Witness #1, Line 1]  
\_\_\_\_\_ [Address of Witness #1, Line 2]

*[Signature]* [Signature of Witness #2]  
Carrie Subasin-Snow [Printed or typed name of Witness #2]  
\_\_\_\_\_ [Address of Witness #2, Line 1]  
\_\_\_\_\_ [Address of Witness #2, Line 2]

**A Note About Selecting Witnesses:** The agent (attorney-in-fact) may not also serve as a witness. Each witness must be present at the time that principal signs the Power of Attorney in front of the notary. Each witness must be a mentally competent adult. Witnesses should ideally reside close by, so that they will be easily accessible in the event they are one day needed to affirm this document's validity.

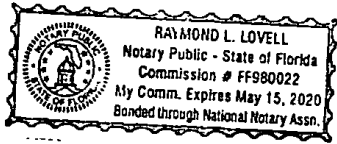


**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF FLORIDA  
COUNTY OF Manatee

This document was acknowledged before me on 6/17/19 [Date] by  
Garx Burchfeld [name of principal].

[Notary Seal, if any]:



[Signature]  
(Signature of Notarial Officer)

Notary Public for the State of Florida

My commission expires:  
\_\_\_\_\_

**ACKNOWLEDGMENT OF AGENT**

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

Garx Burchfeld  
[Typed or Printed Name of Agent]

[Signature]  
[Signature of Agent]

**PREPARATION STATEMENT**

This document was prepared by the following individual:

Raymond L. Lovell  
[Typed or Printed Name]

[Signature]  
[Signature]