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# **THE VILLAGE OF BLOOMINGDALE**

DUPAGE COUNTY, ILLINOIS

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## **ORDINANCE**

NUMBER 2023-12

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### **AN ORDINANCE APPROVING A THIRD AMENDMENT TO AN ANNEXATION AGREEMENT (KAMMES TRUCK REPAIR – 501 WEST ARMY TRAIL ROAD)**

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FRANCO A. COLADIPIETRO, Mayor  
PAMELA S. HAGER, Village Clerk

VINCE ACKERMAN  
WILLIAM BELMONTE  
BILL BOLEN  
FRANK BUCARO  
PATRICK SHANNON  
JUDI VON HUBEN

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Bloomingdale  
on this the 27th day of February 2023

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**ORDINANCE NO. 2023-12**

**AN ORDINANCE APPROVING A  
THIRD AMENDMENT TO AN ANNEXATION AGREEMENT  
(KAMMES TRUCK REPAIR – 501 WEST ARMY TRAIL ROAD)**

**WHEREAS**, the Village of Bloomingdale (hereinafter referred to as “Village”) is a Home Rule unit of local government with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

**WHEREAS**, the Illinois Constitution of 1970 provides that the Village President and Board of Trustees (collectively, the “Corporate Authorities”) of a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt;

**WHEREAS**, the Village and Ronald R. Kammes, as Trustee of the Ronald R. Kammes, Sr. Living Trust dated February 19, 2003, and Sharon I. Kammes, as Trustee of the Sharon I. Kammes Living Trust dated February 19, 2003 (collectively, “Kammes”), desire to enter into that certain Third Amendment to An Annexation Agreement (“Third Amendment”) attached hereto and incorporated herein as Exhibit A that would extend for ten years duration to and including March 12, 2035 regarding that certain real property legally described in Exhibit B, attached hereto;

**WHEREAS**, the Third Amendment is made pursuant to, and in accordance with, the provisions of 65 ILCS 5/11-15.1 through 11-15.1-5 of the Illinois Municipal Code;

**WHEREAS**, the Board of Trustees find that the granting of the requested approval of the Third Amendment will have no detrimental impact on the health, safety or welfare of the public in general and further finds that entering into the Third Amendment would be in the best interest of the Village.

**NOW, THEREFORE, BE IT ORDAINED**, in open meeting assembled, by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois, pursuant to the Village’s Home Rule Powers, as follows:

**Section One - Recitals**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this ordinance as legislative findings.

**Section Two – Execution of Agreement**

The Village President and the Village Clerk shall be, and are hereby, authorized and directed to execute and attest, respectively, the Third Amendment between the Village and Kammes, substantially in the form attached as Exhibit A to this Ordinance, following its execution and delivery by Kammes, as provided in Section Three of this Ordinance.

### **Section Three -- Penalty**

Any person violating the terms and conditions of this Ordinance shall, following prior notice thereof by the Village to such offending person and such opportunity to correct such violation(s) as the Village may determine appropriate, be subject to a penalty not exceeding \$1,000.00, with each and every day that such violation of this Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other actions they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees of the Village.

### **Section Four -- Effective Date**

This Ordinance shall be in full force and effect upon its passage and approval and publication, as provided by law; provided, however, that in the event that an executed copy of the Amendment is not delivered by Kammer to the Village Clerk within 60 days of the date of passage of this Ordinance, the Village Board shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

### **Section Five - Recording**

This ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Bloomingdale.

***[Remainder of Page Intentionally Left Blank; Roll Call to Follow]***

**DECIDED** pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Vince Ackerman	X			
William Belmonte	X			
Bill Bolen	X			
Frank Bucaro	X			
Patrick Shannon	X			
Judi Von Huben	X			
Franco A. Coladipietro (only if necessary)				
<b>TOTAL</b>	<b>6</b>	<b>0</b>	<b>0</b>	

**PASSED AND APPROVED** by the Village of Bloomingdale Board of Trustees on the 27th day of February 2023.

  
\_\_\_\_\_  
Franco A. Coladipietro  
Village President

ATTEST:

  
\_\_\_\_\_  
Pamela S. Hager  
Village Clerk

## **EXHIBIT A**

### **THIRD AMENDMENT TO ANNEXATION AGREEMENT**

This Third Amendment (the “Third Amendment”) to that certain Annexation Agreement (the “Annexation Agreement”) originally entered into on March 12, 1990 amongst Evelyn Klock (“Klock”), and Ronald R. Kammes and Sharon I. Kammes and Village of Bloomingdale, an Illinois municipal corporation (the “Village”) and amended by a First Amendment dated April 12, 2010 and a Second Amendment dated September 11, 2014, is entered into this day of March 2023 amongst the Village and Ronald R. Kammes as Trustee of the Ronald R. Kammes, Sr. Living Trust dated February 19, 2003 and Sharon I. Kammes, as Trustee of the Sharon I. Kammes Living Trust dated February 19, 2003 (collectively “Kammes”).

### **RECITALS**

On March 12, 1990 the Village, Evelyn Klock, Ronald R. Kammes, Sharon I. Kammes and the Village entered into the Annexation Agreement, pursuant to which the Village annexed certain property owned by Klock which was legally described in Exhibit A thereto. At that time Ronald R. Kammes and Sharon I. Kammes were the contract purchasers of that portion of the Exhibit A property which was legally described in Exhibit B of the Annexation Agreement (the “Kammes Property”). The Annexation Agreement was recorded in the office of the Recorder of Deeds of DuPage County, Illinois as document no. R90-031041.

On April 12, 2010 the Village passed Ordinance No 2010-18 approving the First Amendment effective March 12, 2010 and on April 12, 2010 the Village and Kammes executed the First Amendment. The First Amendment was recorded in the office of the Recorder of Deeds of DuPage County, Illinois as document no. R2010-054934.

On September 8, 2014 the Village passed Ordinance No 2014-39 approving the Second Amendment effective March 12, 2015 and on September 11, 2014 the Village and

Kammes executed the Second Amendment. The Second Amendment was recorded in the office of the Recorder of Deeds of DuPage County, Illinois as document no. R2014-090376.

The Village is a “Home Rule” municipality. 65 ILCS 5/11-15.1-1 provides that municipalities may enter into Annexation Agreements for a duration of twenty (20) years. However, neither the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) nor any other Illinois statute prohibits or limits a home rule municipality’s exercise of its home rule power from extending the term of an annexation agreement to which the municipality is a party.

Kammes has asked the Village to exercise its home rule powers to extend the term of the Annexation Agreement as amended by the First and Second Amendment for an additional ten (10) years from and after March 12, 2025 to March 12, 2035 and the Village has agreed to do so on the terms and conditions contained in this Third Amendment.

NOW THEREFORE, for and in consideration of the covenants and agreements contained in the Annexation Agreement and the subsequent Amendments, the receipt and sufficiency of which is conclusively acknowledged by the parties to this Third Amendment, the Village and Kammes agree as follows:

1. The foregoing Recitals constitute a material part of this Third Amendment and by this reference are hereby incorporated herein in their entirety to the same extent as if recited herein at length.

2. The term of the Annexation Agreement as Amended by the First and Second Amendment is hereby extended from March 12, 2025 to March 12, 2035

3. All notices or demands required or permitted hereunder shall be in writing, and shall be deemed duly served if delivered either personally or by certified or registered mail, return receipt requested addressed as follows:

**To Village:** Village of Bloomingdale  
201 S. Bloomingdale Road  
Bloomingdale, IL 60108  
Attention: Village Administrator

**Copy to:** Michael J. Castaldo, Jr.  
201 South Bloomingdale Road  
Bloomingdale, IL 60108

**To Kammes:** Ronald R. and Sharon I. Kammes  
0 S 322 Winfield Road  
Winfield, IL 60190


**Copy to:** Paul F. Conarty, Esq.  
1400 Fechner Circle  
North Aurora, IL 60542

unless a different address is designated in writing by any party hereto. All notices sent by registered or certified mail shall be deemed given on the earlier of the actual date of delivery or the third business day after the postmark date thereof. The failure or refusal of any party to accept any notice given in compliance herewith, shall be conclusively deemed to be receipt thereof and knowledge of its contents but the failure to send a copy to a person designated to receive a copy shall not invalidate any notice otherwise properly given..

4. Except as modified by this Third Amendment, all of the terms and provisions of the Annexation Agreement as amended by the First Amendment are hereby ratified and affirmed.

**IN WITNESS WHEREOF** the parties hereto have executed this Amendment on the day and date first above written.

VILLAGE OF BLOOMINGDALE,  
A municipal corporation

By:   
Mayor

Attest:   
Clerk

RONALD R. KAMMES AS TRUSTEE OF  
THE RONALD R. KAMMES, SR. LIVING  
TRUST DATED FEBRUARY 19, 2003

  
Ronald R. Kammes

SHARON I. KAMMES AS TRUSTEE OF

Clerk

THE SHARON I. KAMMES, SR. LIVING  
TRUST DATED FEBRUARY 19, 2003

Sharon I. Kammes RRK  
Sharon I. Kammes



STATE OF ILLINOIS

COUNTY DU PAGE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Franco A. Coladiperto, personally known to me to be the President of the Village of Bloomingdale, and Pamela S. Hager, personally known to me to be the Village Clerk of the Village of Bloomingdale, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act President and Village Clerk of the Village of Bloomingdale and as their own free and voluntary act, respectively, for the uses and purposes therein set forth.

Given under my hand and notarial seal this

7th day of ~~July~~ 2023.

Nora Saucedo



Notary Public

STATE OF ILLINOIS

SS

COUNTY OF DU PAGE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Ronald R. Kammes and Sharon I. Kammes, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the instrument as their own free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and notarial seal this

7th day of ~~July~~ 2023  
March

Nora Saucedo

Notary Public



## **EXHIBIT B**

### **Legal Description of Property**

The Easterly 352.19 feet (measured at right angles to the East line) of that part of the Northeast Quarter of Section 19 lying North of the center line of Army Trail Road and South of the South line of the Illinois Central Gulf Railroad right of way, in Township 40 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

Common Address: 501 West Army Trail Road, Bloomingdale, Illinois  
P.I.N. No.: 02-19-200-007 and 02-19-200-003

**ILLINOIS STATUTORY SHORT FORM**  
**POWER OF ATTORNEY FOR PROPERTY**

(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT WHEN POWERS ARE EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM AND KEEP A RECORD OF RECEIPTS, DISBURSEMENTS, AND SIGNIFICANT ACTIONS TAKEN AS AGENT. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENTS. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN SECTION 3-4 OF THE ILLINOIS "STATUTORY" SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW" WHICH IS ATTACHED TO AND MADE A PART OF THIS FORM. THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU).

POWER OF ATTORNEY made this 19 day of February, 2003.

1. I, **SHARON L. KAMMES**, of Winfield, Illinois, hereby appoint my spouse, **RONALD R. KAMMES, SR.**, of Winfield, Illinois, as my attorney-in-fact (my "agent") to act for me and in my name (in any way I could act in person) with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments), but subject to any limitations on or additions to the specified powers inserted in paragraph 2 or 3 below:

(YOU MUST STRIKE ANY ONE OR MORE OF THE FOLLOWING CATEGORIES OF POWERS YOU DO NOT WANT YOUR AGENT TO HAVE. FAILURE TO STRIKE THE TITLE OF ANY CATEGORY WILL CAUSE THE POWERS DESCRIBED IN THAT CATEGORY TO BE GRANTED TO THE AGENT. TO STRIKE OUT A CATEGORY YOU MUST DRAW A LINE THROUGH THE TITLE OF THAT CATEGORY.)

- (a) Real estate transactions.
- (b) Financial institution transactions.
- (c) Stock and bond transactions.
- (d) Tangible personal property transactions.
- (e) Safe deposit box transactions.
- (f) Insurance and annuity transactions.
- (g) Retirement plan transactions.
- (h) Social Security, employment and military service benefits.
- (i) Tax matters.
- (j) Claims and litigation.
- (k) Commodity and option transactions.
- (l) Business operations.
- (m) Borrowing transactions.
- (n) Estate transactions.
- (o) All other property powers and transactions.

(LIMITATIONS ON AND ADDITIONS TO THE AGENT'S POWERS MAY BE INCLUDED IN THIS POWER OF ATTORNEY IF THEY ARE SPECIFICALLY DESCRIBED BELOW.)

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars (here you may include any specific limitations you deem appropriate, such as a prohibition or

conditions on the sale of particular stock or real estate or special rules on borrowing by the agent):

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

3. In addition to the powers granted above, I grant my agent the following powers (here you may add any other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below):

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

After taking into account the possible tax consequences as well as the possible consequences should I require public assistance, my agent shall have the power to irrevocably transfer and/or gift any or all of my assets to my family members. In addition, my agent shall have the power to create, alter, amend, revoke and to fund any inter vivos trust on my behalf. My agent shall also have the power to sever any joint tenancies on my behalf. My agent shall have the power to change beneficiary designations on any life insurance policies or retirement plans.

(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 STRUCK OUT.)

4. 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.)

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(THIS POWER OF ATTORNEY MAY BE AMENDED OR REVOKED BY YOU AT ANY TIME AND IN ANY MANNER. ABSENT AMENDMENT OR REVOCATION, THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY WILL BECOME EFFECTIVE AT THE TIME THIS POWER IS SIGNED AND WILL CONTINUE UNTIL YOUR DEATH UNLESS A LIMITATION ON THE BEGINNING DATE OR DURATION IS MADE BY INITIALING AND COMPLETING EITHER (OR BOTH) OF THE FOLLOWING:)

6.  This power of attorney shall become effective on the date a physician familiar with my condition certifies that I am disabled or incapacitated and unable to transact ordinary business.

7.  This power of attorney shall terminate on the date of my death.

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

8. If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the following as successor(s) to such agent:

- First Successor: STEPHANIE PIERCE
- Second Successor: STACEY I. WANSHEK
- Third Successor: RONALD R. KAMMES, JR.

For purposes of this paragraph 8, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated incompetent or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

(IF YOU WISH TO NAME A GUARDIAN OF YOUR PERSON OR A GUARDIAN OF YOUR ESTATE, IN THE EVENT A COURT DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT REQUIRED TO, DO SO BY RETAINING THE FOLLOWING PARAGRAPH. THE COURT WILL APPOINT YOUR AGENT IF THE COURT FINDS THAT SUCH APPOINTMENT WILL SERVE YOUR BEST INTERESTS AND WELFARE. STRIKE OUT PARAGRAPH 9 IF YOU DO NOT WANT YOUR AGENT TO ACT AS GUARDIAN.)

9. If a guardian of my estate (my property) is to be appointed, I nominate the agent acting under this power of attorney as such guardian, to serve without bond or surety:

10. 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.

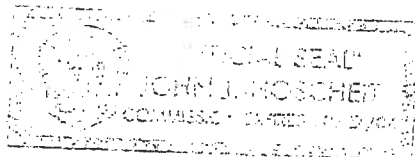
Signed Sharon I. Kammes  
Sharon I. Kammes

(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED, USING THE FORM BELOW.)

STATE OF Illinois )  
 ) SS.  
COUNTY OF Kane )

The undersigned, a notary public in and for the above county and state, certifies that SHARON I. KAMMES, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me in person and acknowledged signing the delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth, and certified to the correctness of the signature(s) of the agent(s).

Dated: 2/19/03  
SEAL



[Signature]  
NOTARY PUBLIC

The undersigned witness certifies that SHARON I. KAMMES, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory.

Dated: 2/19/03  
SEAL

[Signature]  
Witness

(THE NAME AND ADDRESS OF THE PERSON PREPARING THIS FORM SHOULD BE INSERTED IF THE AGENT WILL HAVE POWER TO CONVEY ANY INTEREST IN REAL ESTATE.)

This document was prepared by:  
Attorney John J. Hoscheit  
HOSCHEIT, McGUIRK & CUSCADEN, P.C.  
1001 E. Main Street, Suite B  
St. Charles, Illinois 60174

## Section 3-4 of the Illinois Statutory Short Form Power of Attorney for Property Law

**Section 3-4 Explanation of powers granted in the statutory short form power of attorney for property.** This Section defines each category of powers listed in the statutory short form power of attorney for property and the effect of granting powers to an agent. When the title of any of the following categories is retained (not struck out) in a statutory property power form, the effect will be to grant the agent all of the principal's rights, powers and discretions with respect to the types of property and transactions covered by the retained category, subject to any limitations on the granted powers that appear on the face of the form. The agent will have authority to exercise each granted power for and in the name of the principal with respect to all of the principal's interests in every type of property or transaction covered by the granted power at the time of exercise, whether the principal's interests are direct or indirect, whole or fractional, legal, equitable or contractual, as a joint tenant or tenant in common or held in any other form; but the agent will not have power under any of the statutory categories (a) through (o) to make gifts of the principal's property, to exercise powers to appoint to others or to change any beneficiary whom the principal has designated to take the principal's interests at death under any will, trust, joint tenancy, beneficiary form or contractual arrangement. The agent will be under no duty to exercise granted powers or to assume control of or responsibility for the principal's property or affairs, but when granted powers are exercised, the agent will be required to use due care to act for the benefit of the principal in accordance with the terms of the statutory property power and will be liable for negligent exercise. The agent may act in person or through others reasonably employed by the agent for that purpose and will have authority to sign and deliver all instruments, negotiate and enter into all agreements and do all other acts reasonably necessary to implement the exercise of the powers granted to the agent.

- (a) **Real estate transactions.** The agent is authorized to: buy, sell, exchange, rent and lease real estate (which term includes, without limitation, real estate subject to a land trust and all beneficial interests in and powers of direction under any land trust); collect all rent, sale proceeds and earnings from real estate, convey, assign and accept title to real estate, grant easements, create covenants and release rights of easement with respect to real estate, create land trusts and exercise all powers under land trusts, hold, possess, maintain, repair, improve, subdivide, manage, operate and insure real estate, pay, contest, protest and compromise real estate taxes and assessments, and, in general, exercise all powers with respect to real estate which the principal could if present and under no disability.
- (b) **Financial institution transactions.** The agent is authorized to: open, close, continue and control all accounts and deposits in any type of financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions and brokerage firms); deposit in and withdraw from and write checks on any financial institution account or deposit and, in general, exercise all powers with respect to financial institution transactions which the principal could if present and under no disability.
- (c) **Stock and bond transactions.** The agent is authorized to: buy and sell all types of securities (which term includes, without limitation, stocks, bonds, mutual funds and all other types of investment securities and financial instruments); collect, hold and safekeep all dividends, interest, earnings, proceeds of sale, distributions, shares, certificates and other evidences of ownership paid or distributed with respect to securities; exercise all voting rights with respect to securities in person or by proxy, enter into voting trusts and consent to limitations on the right to vote, and, in general, exercise all powers with respect to securities which the principal could if present and under no disability.
- (d) **Tangible personal property transactions.** The agent is authorized to: buy and sell, lease, exchange, collect, possess and take title to all tangible personal property; move, store, ship, re-store, maintain, repair, improve, manage, preserve, insure and safekeep tangible personal property, and, in general, exercise all powers with respect to tangible personal property which the principal could if present and under no disability.
- (e) **Safe deposit box transactions.** The agent is authorized to: open, continue and have access to all safe deposit boxes; sign, renew, release or terminate any safe deposit contract; drill or surrender any safe deposit box; and, in general, exercise all powers with respect to safe deposit matters which the principal could if present and under no disability.
- (f) **Insurance and annuity transactions.** The agent is authorized to: procure, acquire, continue, renew, terminate or otherwise deal with any type of insurance or annuity contract (which terms include, without limitation, life, accident, health, disability, automobile casualty, property or liability insurance); pay premiums or assessments on or surrender and collect all distributions, proceeds or benefits payable under any insurance or annuity contract; and, in general, exercise all powers with respect to insurance and annuity contracts which the principal could if present and under no disability.
- (g) **Retirement plan transactions.** The agent is authorized to: contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax-qualified or non-qualified 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.
- (h) **Social Security, unemployment and military service benefits.** The agent is authorized 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, exempt 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 which the principal could if present and under no disability.
- (i) **Tax matters.** The agent is authorized to: sign, verify and file all the principal's federal, state and local income, gift, estate, property and other tax returns, including joint returns and declarations of estimated tax, pay all taxes, claim, sue for and receive all tax refunds, examine and copy all the principal's tax returns and records; represent the principal before any federal, state or local revenue agency or taxing body and sign and deliver all tax powers of attorney on behalf of the principal that may be necessary for such purposes; waive rights and sign all documents on behalf of the principal as required to settle, pay and determine all tax liabilities; and, in general, exercise all powers with respect to tax matters which the principal could if present and under no disability.
- (j) **Claims and litigation.** The agent is authorized to: institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim in favor of or against the principal or any property interests of the principal; collect and receipt for any claim or settlement proceeds and waive or release all rights of the principal; employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation; and, in general, exercise all powers with respect to claims and litigation which the principal could if present and under no disability.
- (k) **Commodity and option transactions.** The agent is authorized to: buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the principal could if present and under no disability.
- (l) **Business operations.** The agent is authorized 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.
- (m) **Borrowing transactions.** The agent is authorized to: borrow money; mortgage or pledge any real estate or tangible or intangible personal property as security for such purposes; sign, renew, extend, pay and satisfy any notes or other forms of obligation; and, in general, exercise all powers with respect to secured or unsecured borrowing which the principal could if present and under no disability.
- (n) **Estate transactions.** The agent is authorized 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 payments 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 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, and specific reference to the trust is made, in the statutory property power form.
- (o) **All other property powers and transactions.** The agent is authorized to: exercise all possible powers of the principal with respect to all possible types of property and interest in property, except to the extent the principal limits the generality of this category (o) by striking out one or more of categories (a) through (n) or by specifying other limitations in the statutory property power form.