

92



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

When recorded, return to:

LAW OFFICE OF MICHELE E. EMIG, P.C.
(Will Call)

DATE/TIME: 06/25/2020 0935
FEE: \$30.00
PAGES: 9
FEE NUMBER: 2020-060455

DURABLE GENERAL POWER OF ATTORNEY
(Effective upon Disability of Principal)

Execution Date: June 24, 2020

Expiration Date: None specified

Place of Recordation: Pinal County, Arizona

PRINCIPAL:

MADALYN F. KRAEGEL

AGENT:

RANDY L. KRAEGEL

FIRST ALTERNATE AGENT:

JODY L. HENSON

The Principal, **MADALYN F. KRAEGEL**, hereby revokes any and all prior durable general powers of attorney heretofore executed by Principal and hereby constitutes and appoints **RANDY L. KRAEGEL** to act as the true and lawful agent for Principal and in the name, place and stead of Principal as follows:

1. To establish, purchase, maintain, or terminate bank accounts, individual retirement accounts, security accounts, certificates of deposit, money market accounts, annuities, margin accounts, common trust funds, mutual funds, treasury bills and notes, and any other type of cash fund, cash equivalent or security in the name of the Principal or jointly in the name of the Principal with others, to withdraw and deposit monies from such accounts, and to negotiate, endorse or transfer any checks or other instruments with respect to any such

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Witness: SP

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Principal: mfk

accounts, and to endorse, deposit, or collect any checks or drafts made payable to Principal or to Principal's order; and to enter and use the contents of these accounts and any safe deposit box for the use and benefit of the Principal.

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Principal

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2. To ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities, and demands whatsoever, as are now or shall hereafter become due, owing, payable or belonging to Principal; and to have, use and take all lawful ways or means, in name of Principal, or otherwise, for the recovery thereof, by legal process, and to compromise and agree for, and grant acquittance or other sufficient discharges for Principal and in the name of Principal.

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Principal

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3. To make, sign, seal, and deliver; to bargain, contract, execute, agree, purchase, receive and take lands, tenements, hereditaments, and accept the seizing and possessing of all lands, and all deeds and other assurances in the law thereof; and to buy, lease, let, demise, bargain, sell, remise, release, exchange, convey, mortgage, hypothecate, and to accept as joint tenants or community property with right of survivorship, lands, tenements, hereditaments, upon such terms and conditions and under such covenants as Agent shall think fit; and to bargain and agree for, buy, sell, exchange, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares and merchandise, chooses in action, and other property in possession or in action.

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4. To make, do and transact all and every kind of business of whatever nature and kind for and in the name of the Principal, and as the Principal's act and deed; and to sign, seal, execute, deliver, and acknowledge such deeds, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter parties, bills of lading, bills, securities, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgments, and other debts, and such other instruments in writing, of whatever kind and nature, as may be necessary or proper in the premises

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Principal: mfk

5. To continue the operation of any business owned by the Principal, whether a sole proprietorship, partnership, corporation or other legal entity, for such time and in such manner as my Agent shall deem advisable, including, but not limited to, to employ and terminate any individuals, pay compensation to any employees, provide benefits to any employees, employ legal, accounting, financial or other consultants, continue, modify, terminate, renegotiate and extend any contractual arrangements made by the Principal or authorized on the Principal's behalf, execute business tax returns and other government forms required to be filed by any business, contribute additional capital to any business, change the legal form of any business; to sell, borrow against or liquidate any business at such time and on such terms as my Agent deems advisable; to delegate management responsibilities to any person, to represent the Principal in establishing the value of any business under any "buy-out" agreement to which the Principal may be a party; to execute an election under Subchapter S or any other provision of the Internal Revenue Code.

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6. To do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as Principal might or could do if personally present. The Principal hereby ratifies and confirms all that the Agent shall lawfully do or cause to be done by virtue of this Durable General Power of Attorney.

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Witness

7. To execute for the Principal when disabled or missing, any gifts to family members or charities; disclaimers or renunciations of inheritances; any tax returns or tax elections; any general or special powers of appointment under trusts or any other documents to protect the estate of the Principal except Wills, Contracts of Marriage or Dissolution, and Living Wills.

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Principal

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Witness

8. The Agent (1) may not use the assets of Principal to pay his or her own legal obligations, (2) has no authority over any life insurance policies where Principal is the owner and Agent is the life insured, and (3) has no authority over any Irrevocable Trust where the Principal is the Trustee and Agent is the Grantor.

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Principal: mfk

9. My Agent shall specifically have the rights, powers, and authority to deal with any or all of my "Digital Assets." "Digital Assets" shall include, without limitation, the legal, practical, and technical authority to control or manage any and all personal electronic devices, digital assets, and digital intellectual property. By way of illustration and not limitation, this shall include the rights to access and control any personal electronic devices, including computers, telephones, or any other device; social media profile or page which I may own at the time of my death, licenses, and/or controls, including Facebook, Twitter, Instagram, and Google plus, and any or all similar accounts; any and all electronic commerce sites, whether in my name or in the name of a company or d/b/a designation which I own or control at the time of my death, including eBay, Craigslist; control or manage any loyalty program credits or awards, including airline miles, credit card awards, or any retail loyalty programs; control and manage any digital media accounts, including Netflix; any off site or other "cloud" storage of documents, files, computer backup, or digital information, including Google Drive, Dropbox; any or all financial accounts I may maintain online, as well as access or control of any traditional financial accounts through electronic portals, including but not limited to any bank or brokerage company, electronic tax filings, utility accounts, loan or debt organization accounts, personal finance programs such as Quicken, or any online financial accounts such as Paypal; control and manage any internet assets such as blogs or domain names; and, any and all accounts that I have established with any online retailers or sellers of any sort whatsoever. Agent shall have the right to retrieve passwords; edit or remove content; reset information; delete pages and/or profiles or other information; take action under any account or profile; transfer funds; withdraw and/or deposit money or other assets; and otherwise, without limitation, take absolutely any actions and have any powers that I would have had with respect to any Digital Assets. Any company managing such digital accounts is specifically authorized and directed to deal with the Personal Representative on behalf of my estate.

The Arizona Uniform Fiduciary Access to Digital Assets Act specifically applies to my Agent as set forth in A.R.S. §14-13103(A)(1). Any custodian shall disclose information to my Agent as set forth in A.R.S. §14-13108. Pursuant to A.R.S. §14-13115, my Agent shall be an authorized user of my property for the purpose of applicable computer-fraud and unauthorized-computer-access laws, including A.R.S. §13-2316.

10. This Durable General Power of Attorney shall not be affected by the disability of the Principal pursuant to the provisions of Arizona Revised Statutes Section 14-5501. The Principal may revoke this Durable General Power of Attorney by giving actual written notice to anyone dealing with the Agent or by recording a Revocation of Durable General Power of Attorney with the County Recorder of Pinal County, Arizona. If the Principal does not revoke this Durable General Power of Attorney within six (6) months from its effective date

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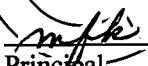
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Principal: 

by recording a Revocation, it shall be considered to be renewed and effective for additional six (6) month periods until either revoked by recording a Revocation of Durable General Power of Attorney or expired pursuant to the expiration date. The Principal's failure to record a Revocation shall be construed as renewal of the Durable General Power of Attorney. If not revoked sooner, this Durable General Power of Attorney shall terminate on the death of the Principal.



11. **Although this Durable General Power of Attorney is durable and not limited or affected by the disability of the Principal, THIS DURABLE GENERAL POWER OF ATTORNEY SHALL NOT BECOME EFFECTIVE until and unless the Principal is certified to be disabled and unable to make or communicate business or financial decisions, by the Principal's physician, in writing, with such written certification attached hereto.** Once it becomes effective, as provided herein, this Durable General Power of Attorney shall remain effective during the Principal's disability, pursuant to the provisions of Arizona Revised Statutes § 14-5501, and until the Principal's physician certifies in writing that the Principal is no longer disabled and is able to make or communicate business or financial decisions, whereupon this Durable General Power of Attorney shall not terminate, but shall become ineffective, unless otherwise revoked as set forth in Paragraph 9 above, until becoming effective again under the circumstances described in this Paragraph.

12. This Durable General Power of Attorney authorizes my Agent to make various property related decisions on my behalf, some of which are decisions relating to my health care. Accordingly, I confirm that in connection therewith, my Agent shall be treated as my personal representative for all purposes relating to my personal health care information as provided in the *Health Insurance Portability and Accountability Act of 1996* (HIPAA) and the *Standards for Privacy of Individually Identifiable Health Information* (The Privacy Rule). I hereby release my physician and any other health care provider who, in good faith, relies on this Durable General Power of Attorney, from liability for the release of my personal health care information to my Agent. By signing my initials at the end of this paragraph, I hereby acknowledge that I have read this paragraph and that I understand the contents and consequences thereof.



Principal


Witness

13. In the event that **RANDY L. KRAEGEL** is unable or unwilling to serve or continue to serve as my Agent for any reason, then, and in that event, I appoint **JODY L. HENSON** as my Agent.

Witness: 
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Principal: 

14. Additionally, I designate my Agent to be conservator of my estate in the event that I am adjudged incapacitated by any court, and I direct that, except as otherwise required by law, no surety or other security shall be required on any official bond of any such conservator. If my Agent is unable or unwilling to serve or continue to serve, then I nominate my Alternate Agent. I oppose the appointment of anyone other than my Agent or Alternate Agent unless at the time of the conservatorship, they are either unwilling or unable to serve.

15. Each person, partnership, corporation or other legal entity relying or acting upon this Durable General Power of Attorney shall be entitled to presume conclusively that this Durable General Power of Attorney is in full force and effect unless written notice shall have been given by me to such person, partnership, corporation or other legal entity that this power has been revoked, modified or amended.

16. Any person or entity dealing with my Agent pursuant to this Durable General Power of Attorney shall rely on a photocopy of this document as if it were the original.

Witness: 

Witness: 

Principal: 

WARNING TO PERSONS EXECUTING THIS DURABLE POWER OF ATTORNEY

This is an important legal document. It creates a durable power of attorney. Before executing this document, you should know these important facts:

1. This document may provide the person you designate as your Agent with broad powers to dispose, sell, convey, and encumber your real and personal property.
2. Once effective pursuant to Paragraph 10 above, the powers of your Agent will continue to exist for an indefinite period of time unless your physician certifies in writing that you are no longer disabled and are able to make or communicate business or financial decisions.
3. You have the right to revoke or terminate this Durable Power of Attorney at any time by (a) recording a revocation in the public office designated for that purpose as set forth in Paragraph 9 above, or (b) directly notifying in writing your Agent and anyone who may be dealing with your Agent with respect to your property or other matters.

NOTICE TO AGENT

Pursuant to § 14-5506 of the Arizona Revised Statutes, as may be amended from time to time, if an Agent acts with intimidation or deception in procuring the power of attorney or any authority provided in the power of attorney, the Agent is subject to criminal prosecution or subject to civil penalties pursuant to Arizona Revised Statutes § 46-456, as may be amended from time to time, which include the loss of the Agent's right to inherit from the Principal, as well as payment of treble damages and attorney's fees. The Agent should carefully review these statutes and consult with a knowledgeable attorney concerning the powers granted to the Agent under this Durable General Power of Attorney prior to exercising the authority granted herein. The Agent may utilize the Principal's funds to pay the cost of such consultation.

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Witness

Witness: AT
Witness: SS

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Principal: mfk

I, **MADALYN F. KRAEGEL**, the Principal, hereby sign my name to this Durable General Power of Attorney this 24th day of June, 2020, and being first duly sworn, declare to the undersigned authority that I sign and execute this instrument as my Durable General Power of Attorney, that I fully understand its purpose and effect; that I sign it willingly; that I execute it as my free and voluntary act for the purposes expressed herein; and that I am eighteen (18) years of age or older, of sound mind and under no constraint or undue influence. I further certify that by placing my initials at the end of certain paragraphs contained herein, I understand that my Agent may personally benefit from the acts authorized by those paragraphs, that such acts may not be solely in my best interests, and I specifically acknowledge my consent and approval of those paragraphs.

Madalyn F. Kraegel
MADALYN F. KRAEGEL

We, **ALLISON TRIVINO** and **SONIA STEVENS**, the Witnesses, sign our names to the foregoing instrument being first duly sworn and hereby declare that the Principal signed and executed this instrument as her Durable General Power of Attorney, and that she signed it willingly and that she executed it as her free and voluntary act for the purposes therein expressed, and that we, in the presence and hearing of the Principal, signed the power of attorney as witnesses to the Principal's signing and, to the best of our knowledge, the Principal was at that time eighteen (18) years of age or older, of sound mind and under no duress, constraint or undue influence.

Allison Trivino
WITNESS

Sonia Stevens
WITNESS

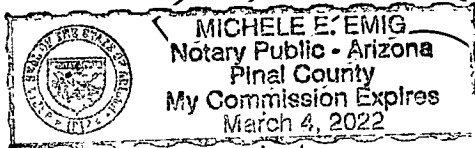
Allison Trivino
Casa Grande AZ
Sonia Stevens
Casa Grande, AZ

Witness: *AT*
Witness: *SS*

Principal: *mfk*

STATE OF ARIZONA)
) ss.
County of Pinal)

This Durable General Power of Attorney dated June 24, 2020 and consisting of nine (9) pages, including this notarial certificate, was SUBSCRIBED, SWORN TO AND ACKNOWLEDGED, before me this 24th day of June, 2020, by MADALYN F. KRAEGEL, the Principal, and by ALLISON TRIVINO and SONIA STEVENS, the Witnesses.



Michele E. Emig

Notary Public

Witness: *AT*
Witness: *SS*

Principal: *mfk*