


Send tax notice to:
City of Vestavia Hills, Alabama
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

County Division Code: AL040
Inst. # 2020143317 Pages: 1 of 27
I certify this instrument filed on
12/16/2020 10:27 AM Doc: D
Judge of Probate
Jefferson County, AL. Rec: \$98.00

Clerk: SSTEPHENS

This instrument prepared by:
Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2104


20201216000577730 1/27 \$104.00
Shelby Cnty Judge of Probate, AL
12/16/2020 01:50:29 PM FILED/CERT

STATE OF ALABAMA)
:
COUNTIES OF JEFFERSON AND SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of a charitable donation and other good and valuable consideration in hand paid to NALL PARTNERSHIP, LTD., an Alabama limited partnership, and WESLEY L. BURNHAM, JR., a married person, and Peggy Burnham, a married person, Jeffery S. Burnham, a married person and Stacy Burnham Trepanier, a married person ("Grantors") whose address is 119 Euclid Avenue, Birmingham, Alabama 35213, by CITY OF VESTAVIA HILLS, ALABAMA, an Alabama municipal corporation ("Grantee"), whose address is 1032 Montgomery Highway, Vestavia Hills, Alabama 35216, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant, bargain, sell, and convey unto Grantee, subject to the matters hereinafter set forth, the real estate (the "Property") located in Jefferson and Shelby Counties, Alabama, and more particularly described on *Exhibit "A"* attached hereto.

Grantors hereby certify that the Property does not constitute their homestead (as defined by Section 6-10-2, et seq, of the Code of Alabama, 1975).

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever; subject, however, to the exceptions, reservations, and matters shown on Exhibit B attached hereto.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantors have caused this Deed to be executed as of the _____ day of December, 2020.

NALL PARTNERSHIP, LTD., an Alabama limited partnership

By J. Wallace Nall, Jr.
J. Wallace Nall, Jr.
Its General Partner

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)


I, the undersigned, a notary public in and for said county in said state, hereby certify that J. Wallace Nall, Jr., whose name as General Partner of Nall Partnership, LTD., an Alabama limited partnership, is signed to the foregoing Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Deed, he, as such General Partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and seal on the 4th day of December, 2020.

Kathy Smith
Notary Public

[NOTARIAL SEAL]

My commission expires: My Commission Expires May 4, 2021


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Wesley L. Burnham, Jr.

Wesley L. Burnham, Jr.

by: Stacy Burnham Trepanier, attorney-in-fact

See Exhibit C

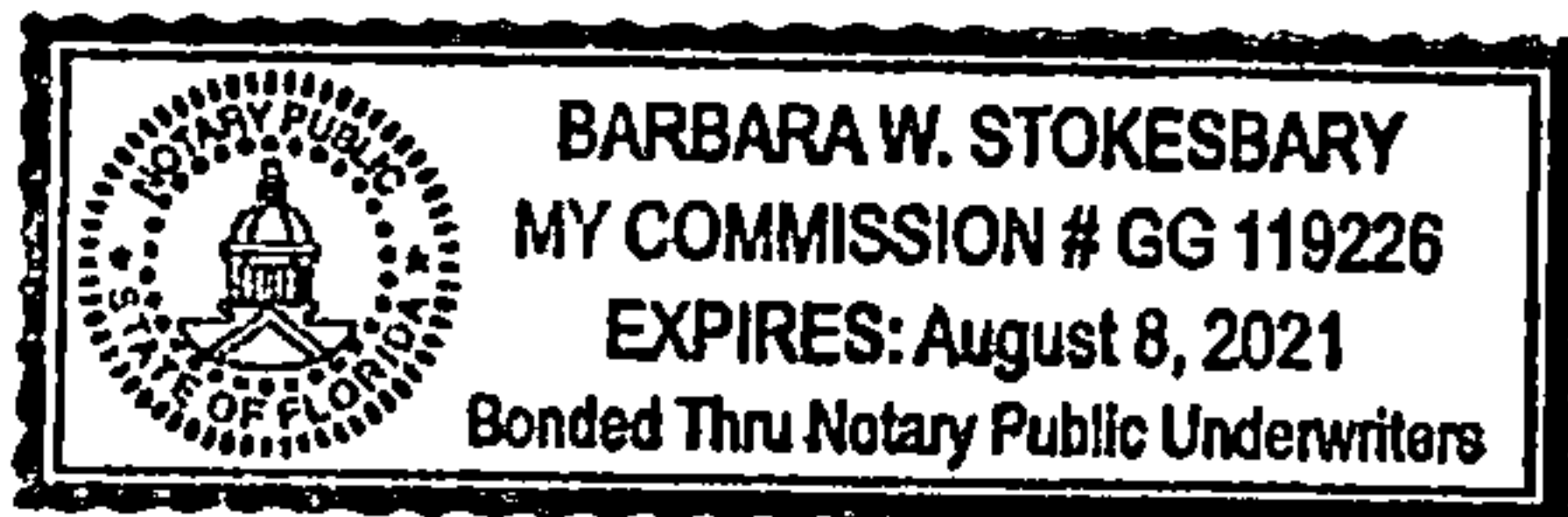
STATE OF FLORIDA)
 :
BAY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Stacy Burnham Trepanier, attorney-in-fact for Wesley L. Burnham, Jr., whose name is signed to the foregoing Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Deed, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 30th day of November, 2020.

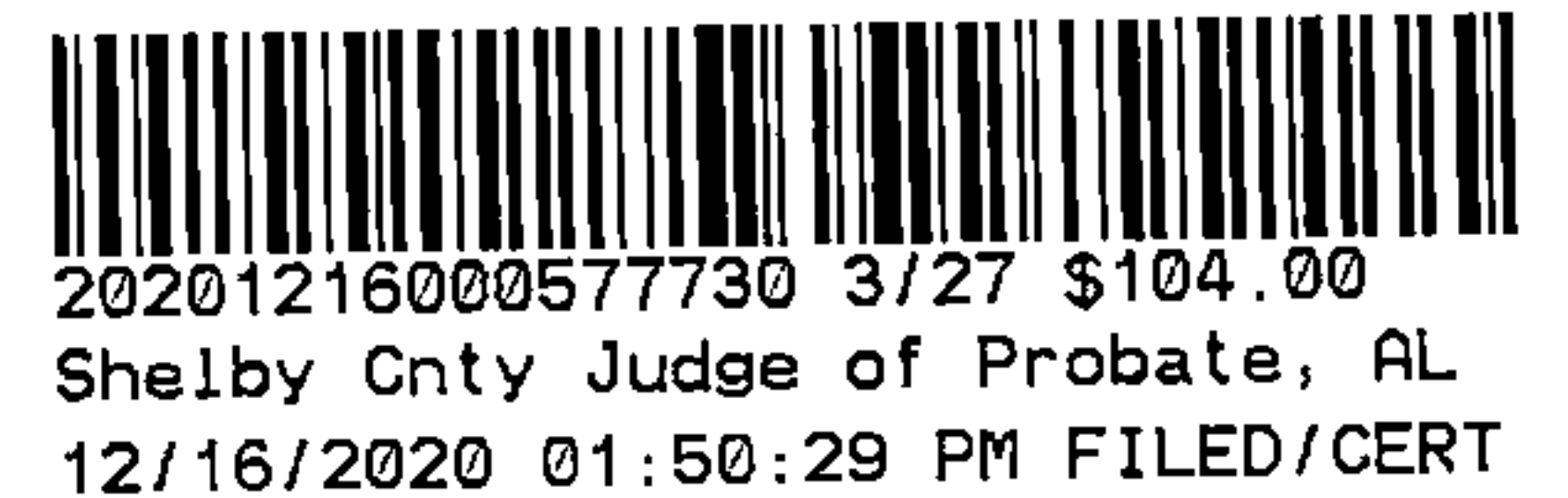
Barbara W. Stokesbary
Notary Public
My commission expires: 8/8/21

[NOTARIAL SEAL]



Peggy Burnham
Peggy Burnham
by: Stacy Burnham Trepanier, attorney-in-fact
See Exhibit D

STATE OF FLORIDA)
 :
BAY COUNTY)

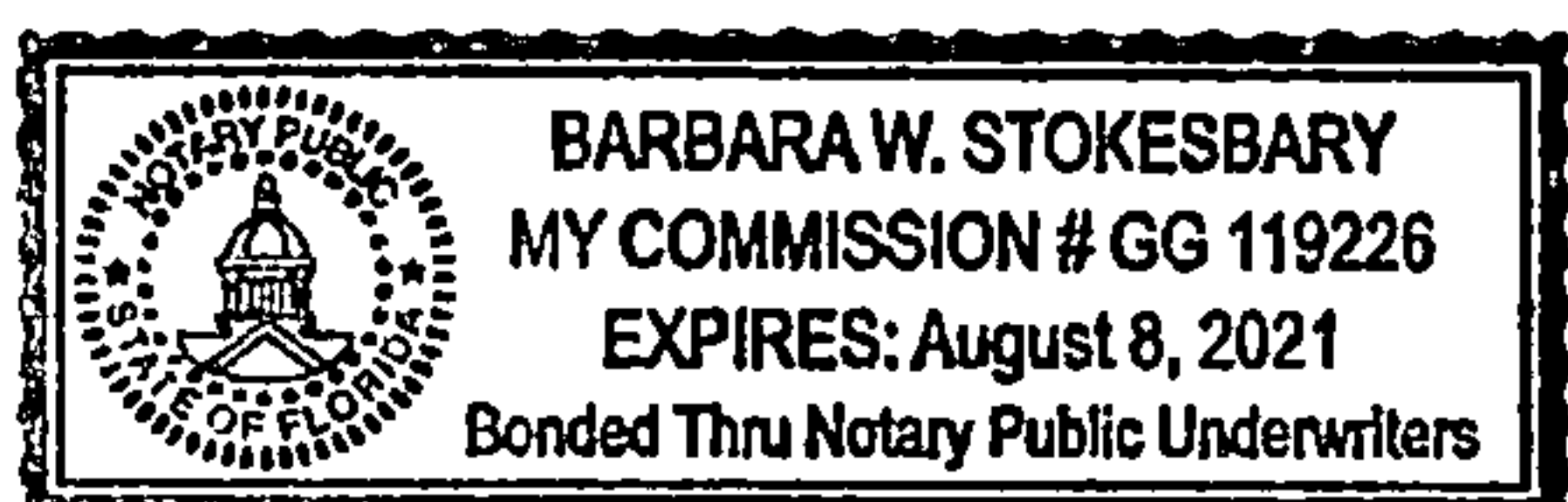


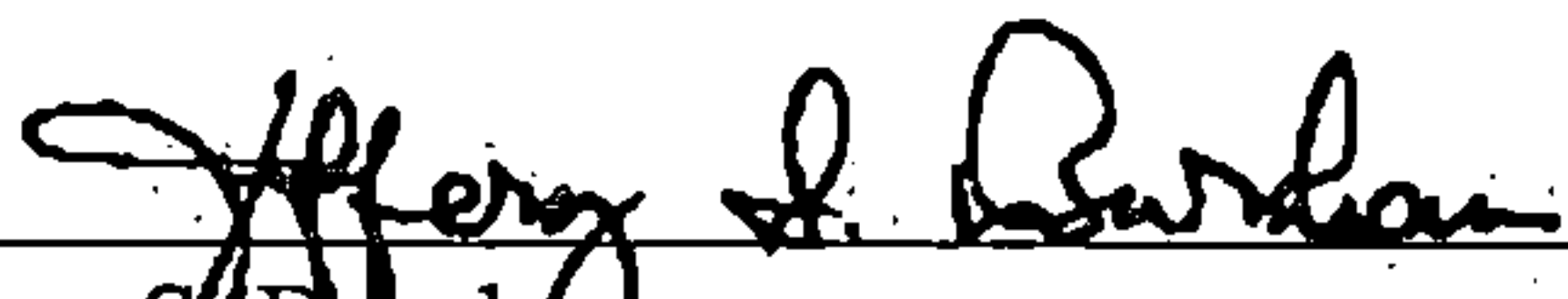
I, the undersigned, a notary public in and for said county in said state, hereby certify that Stacy Burnham Trepanier, attorney-in-fact for Peggy Burnham, whose name is signed to the foregoing Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Deed, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 30th day of November, 2020.

Barbara W. Stokesbary
Notary Public
My commission expires: 8/8/21

[NOTARIAL SEAL]



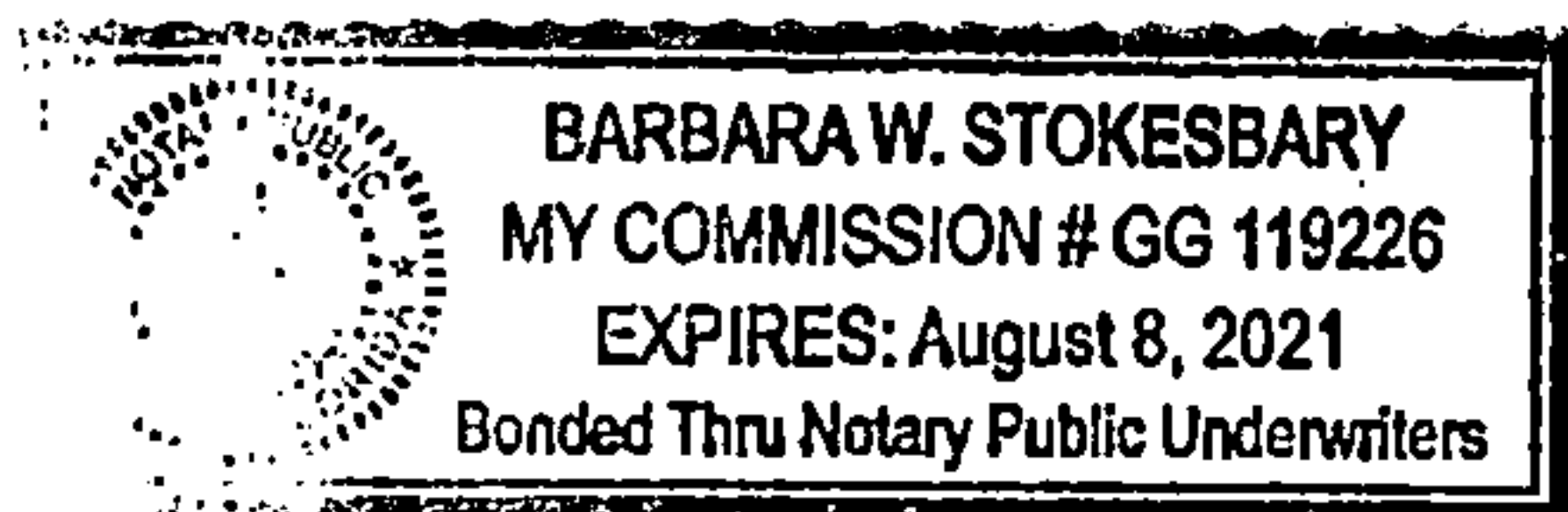

Jeffery S. Burnham

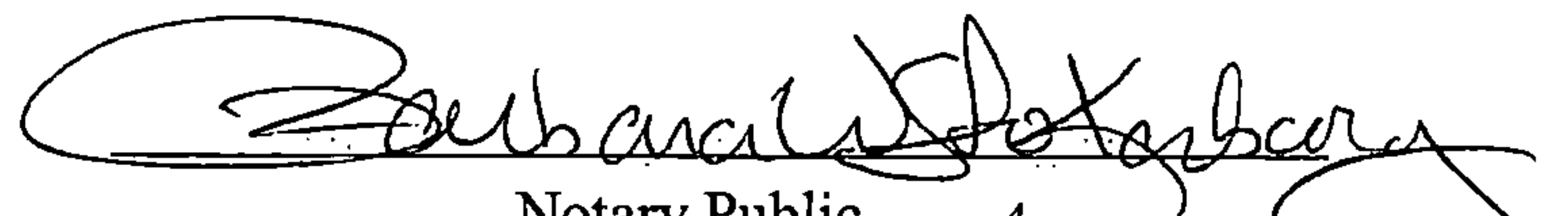
STATE OF FLORIDA)
 :
BAY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jeffery S. Burnham, whose name is signed to the foregoing Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Deed, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 30th day of November, 2020.

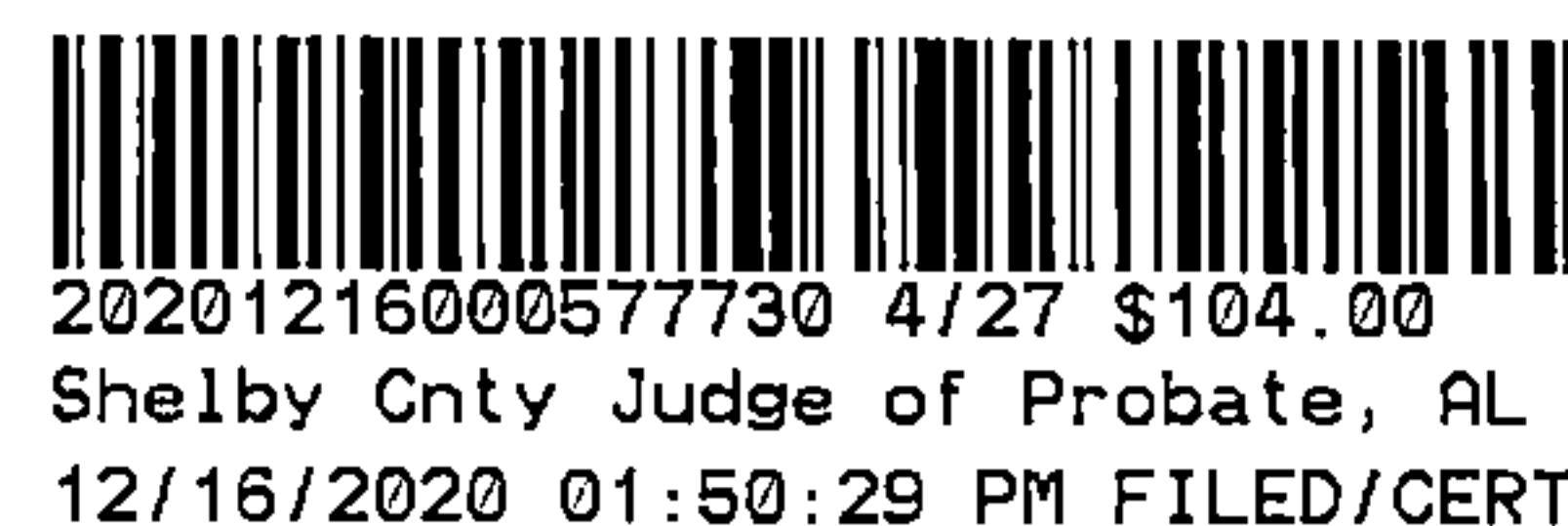
[NOTARIAL SEAL]




Notary Public
My commission expires: 8/8/21


Stacy Burnham Trepanier

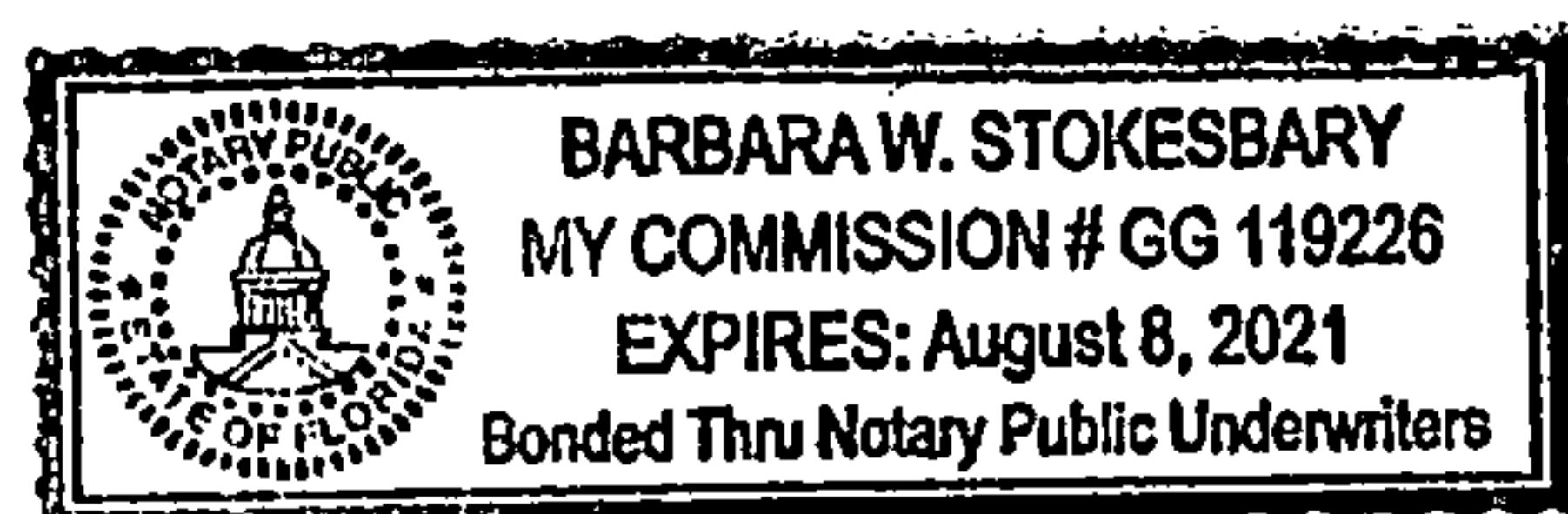
STATE OF FLORIDA)
 :
BAY COUNTY)



I, the undersigned, a notary public in and for said county in said state, hereby certify that Stacy Burnham Trepanier, whose name is signed to the foregoing Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Deed, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 30th day of November, 2020.

[NOTARIAL SEAL]



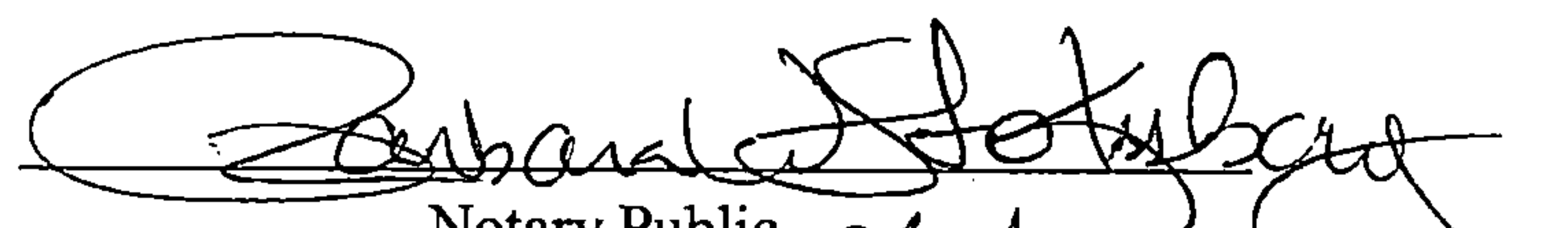

Notary Public
My commission expires: 8/8/21

EXHIBIT A

The Property

(1) ESTATE LOT A

A parcel of land situated in the NW 1/4 of the NE 1/4 of Section 4, Township 19 South, Range 2 West, Shelby County, Alabama and Part of a Resurvey of Nyosle Property East of Acton Road as recorded in Map Book 168, Page 18 in the Probate Office of Jefferson County, Alabama being more particularly described as follows:

Commence at a 1/2" open pipe at the SW corner of the NW 1/4 of the NE 1/4 of Section 4, Township 19 South, Range 2 West, Shelby County, Alabama ; thence N 00°20'17 " W along the west line of said 1/4-1/4 section a distance of 352.31 feet to a 5/8" rebar capped Hager, said point also being the POINT OF BEGINNING ; thence N 00°04'13" E along the west line of said 1/4-1/4 section a distance of 156.84 feet to a 5/8" rebar; thence N 29°46'38" W leaving said 1/4-1/4 line a distance of 182.12 feet to a 5/8" rebar capped Hager on the southeastern right-of-way of Acton Road, said point also being on a curve to the left having a central angle of 00°21'39 " and a radius of 7689.44 feet, said curve subtended by a chord bearing N 32°52'55 " E and a chord distance of 48.43 feet; thence along the arc of said curve and along said right-of-way a distance of 48.43 feet to a rebar capped EDG; thence N 32°42'05" E along said right-of-way a distance of 52.86 feet to a rebar capped EDG; thence S 56°10 '05" E leaving said right-of-way a distance of 101.05 feet to a 1" Crimp on the western line of Lot 9 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in Jefferson County , Alabama; thence S 00°20'30" E along the west line of Lots 9 and 8 a distance of 257.90 feet to a 1" crimp at the SW corner of Lot 8; thence N 89°59'07" E along the south line of Lot 8 a distance of 203.53 feet to a 5/8" rebar capped Robert Blain at the SE corner of Lot 8; thence S 59°36'04" E along the southwestern line of Lot 7 a distance of 78.08 feet to a 5/8" rebar at the SW corner of Lot 7; thence S 52°35'38" E a distance of 142.92 feet to a point; thence S 42°44 '49" W a distance of 289.61 feet the centerline of a un-named tributary to the Cahaba River as described in instrument number 20020710000318550 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 24°08'01" W along the centerline of said tributary a distance of 140.28 feet to a point; thence N 55°17'52" W along said centerline a distance of 219.60 feet to the POINT OF BEGINNING.

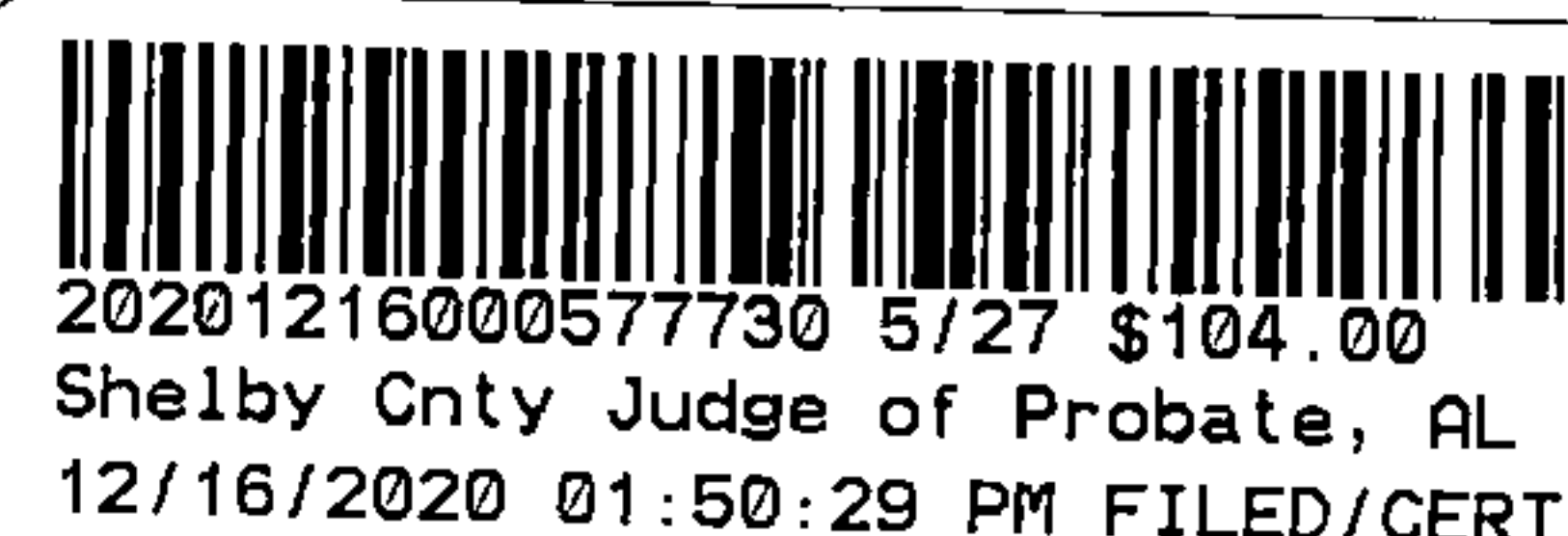
Less and except any property conveyed to Jefferson County, Alabama in Inst. No. 20020508000217420 corrected in Inst. No. 2002071000318550

(2) O AND I PARCELS A AND B

O AND I PARCEL A

A parcel of land situated in the SW 1/4 of the SE 1/4 in Section 33, Township 18 South, Range 2 West and the NW 1/4 of the NE 1/4 Section 4, Township 19 South , Range 2 West, Shelby County, Alabama and the NE 1/4 of the NW 1/4 of Section 4, Township 19 South , Range 2 West, Jefferson County, Alabama and part of Nyesle Property east of Acton Road survey as recorded in Map Book 168, Page 18, being more particularly described as follows:

BEGIN at a 1" crimp at the NE corner of Lot 17 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in Jefferson County , Alabama; thence S 42°47'55" W along the northwestern line of Lot 17 a distance of 263.37 feet to a 1" open pipe at the SW corner of Lot 17; thence S 43°16'06 " W along the northwestern line of Lot 16 a distance of 76.33 feet to a 1" open pipe at the SW corner Lot 16; thence S 43°02'14" W along the northwestern line of Lot 15 a distance of 66.63



feet to a 5/8" rebar capped LDW at the SW corner of Lot 15; thence S 43°32'41"W along the northwestern line of Lot 14 a distance of 115.14 feet to a rebar capped EDG at the SW corner of Lot 14; thence S 31°14'26" W along the northwestern line of Lots 13 and 12 a distance of 261.37 feet to a 1" crimp at the SW corner of Lot 12; thence S 31°27'59" W along the northwestern line of Lot 11 a distance of 118.27 feet to a 1" open pipe at the SW corner of Lot 11; thence S 37°37'56" W along the northwestern line of Lot 10 a distance of 117.80 feet to a 1" crimp at the SW corner of Lot 10; thence S 37°19'38" W along the northwestern line of Lot 9 a distance of 89.09 feet to a 1" crimp; thence N 56°10'05" E a distance of 101.05 feet to a rebar capped EDG on the southeastern right-of-way of Acton Road; thence N 57°32'37" W along said right-of-way a distance of 9.98 feet to a rebar capped EDG; thence N 32°09'30" E along said right-of-way a distance of 77.23 feet to a 1/2" rebar; thence N 01°54' 10" W along said right-of-way a distance of 18.78 feet to a 1" crimp ; thence N 33°18'55" E along said right-of-way a distance of 318.67 feet to a rebar capped EDG at the point of curve to the left having a central angle of 09°54'07" and a radius of 1353.32 feet said curve subtended by a chord bearing N 28°21'52 " E and a chord distance of 233.59 feet ; thence along the arc of said curve and along said right-of-way a distance of 233.88 feet to a 1" crimp; thence N 23°24'49 " E along said right-of-way a distance of 141.98 feet to a 3/4" crimp at the point of curve to the right having a central angle of 40°23'15" and a radius of 405.01 feet said curve subtended by a chord bearing N 43°30'25" E and a chord distance of 279.62 feet ; thence along the arc of said curve and along said right-of-way a distance of 285.49 feet to a rebar capped EDG; thence N 63°42'02" E along said right-of-way a distance of 34.08 feet to a rebar capped EDG at the point of curve to the left having a central angle of 19°08'51 " and a radius of 324.93 feet , said curve subtended by a chord bearing N 54°07'37" E and a chord distance of 108.08 feet , thence along the arc of said curve and along said right-of-way a distance of 108.59 feet to a rebar capped EDG at the intersection of said right-of-way and the southwestern right-of-way of Altavista Circle; thence S 32°49'35 " E leaving Acton Road right-of-way and along the southwestern right-of-way of Altavista Circle a distance of 74.24 feet to a rebar capped EDG at the point of curve to the right having a central angle of 23°07'34" and a radius of 260.44 feet , said curve subtended by a chord bearing S 21°15'48" E and a chord distance of 104.41 feet; thence along the arc of said curve and along said right-of-way a distance of 105.12 feet to the POINT OF BEGINNING.

AND ALSO THE FOLLOWING PARCEL:

O AND I PARCEL B

A parcel of land situated in the SE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows:

BEGIN at a 1" crimp at the NW corner of Lot 22 of Altadena Valley Country Club Sector as recorded in Map Book 4 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama and Map Book 66 Page 39 in the Office of the Judge of Probate in Jefferson County , Alabama; thence S 31°14'06" W along the northwestern line of Lot 22 a distance of 126.89 feet to a 1" crimp ; thence S 31°28'22" W along the northwestern line of Lots 21,20, and 19 a distance of 356.60 feet to a rebar capped EDG on the northeastern right-of-way of Altavista Circle, said point also being on a curve to the left having a central angle of 15°29'24" and a radius of 310.44 feet, said curve subtended by a chord bearing N 25°04'53" W and a chord distance of 83.67 feet; thence along the arc of said curve and along said right-of-way a distance of 83.93 feet to a rebar capped EDG; thence N 32°49'35" W along said right-of-way a distance of 89.75 feet to a rebar capped EDG at the intersection of said right-of-way and the southeastern right-of-way of Acton Road, said point also being on a curve to the left having a central angle of 17°32'58" and a radius of 324.93 feet, said curve subtended by a chord bearing N 26°32'13" E and a chord distance of 99.14 feet; thence along the arc of said curve leaving Altavista Circle right-of-way and along the southeastern right-of-way of Acton Road a distance of 99.52 feet to a rebar capped EDG; thence N 17°45'46" E along said right-of-way a distance of 45.49 feet to a 1" open pipe at the point of curve to the right having a central angle of 09°58'56" and a radius of 774.14 feet said curve subtended by a chord bearing N 22°42'37" E and a chord distance of 134.70 feet; thence along the arc of said curve and along said right-of-way a distance of 134.87 feet to a 1/2" open pipe; thence N 27°48'27" E along said right-of-way a distance of 229.76 feet to a rebar capped EDG at the point of curve to the right having a central



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angle of $03^{\circ}20'09''$ and a radius of 994.63 feet, said curve subtended by a chord bearing $N 29^{\circ}28'31'' E$ and a chord distance of 57.90 feet; thence along the arc of said curve and along said right-of-way a distance of 57.91 feet to a $3/4''$ crimp; thence $N 31^{\circ}06'17'' E$ along said right-of-way a distance of 174.77 feet to a $1''$ crimp at the point of curve to the right having a central angle of $57^{\circ}26'47''$ and a radius of 297.62 feet, said curve subtended by a chord bearing $N 59^{\circ}49'40'' E$ and a chord distance of 286.06 feet; thence along the arc of said curve and along said right-of-way a distance of 298.40 feet to a $1''$ crimp; thence $N 88^{\circ}54'45'' E$ along said right-of-way a distance of 210.37 feet to a rebar capped EDG at the point of non-tangent curve to the right having a central angle of $06^{\circ}26'15''$ and a radius of 427.46 feet, said curve subtended by a chord bearing $S 72^{\circ}16'15'' E$ and a chord distance of 48.00 feet; thence along the arc of said curve and along said right-of-way a distance of 48.03 feet to a rebar capped EDG; thence $S 20^{\circ}56'53'' W$ along said right-of-way a distance of 25.00 feet to a rebar capped EDG; thence $S 26^{\circ}37'35'' W$ leaving said right-of-way a distance of 90.63 feet to a point; thence $S 36^{\circ}23'28'' W$ a distance of 220.00 feet to a point; thence $S 46^{\circ}27'16'' W$ a distance of 55.86 feet to a point; thence $S 53^{\circ}14'05'' W$ a distance of 353.04 feet to the POINT OF BEGINNING.



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EXHIBIT B

Title Exceptions

1. Ad valorem taxes for 2021 and subsequent years
2. Title to all minerals and subsurface interests within and underlying the premises which have been previously conveyed or otherwise severed from the surface, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, it being the intention of Grantors to convey to Grantee, without warranty, only such mineral and subsurface interests to which Grantor has title, if any.
3. All matters of record in the Office of the Judge of Probate of Jefferson County, Alabama.
4. All matters which would be revealed by an accurate survey or inspection of the Property.



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EXHIBIT C

DURABLE POWER OF ATTORNEY

I, Wesley L. Burnham, Jr., hereby appoint and empower my daughter, Stacy M. Burnham, as my true and lawful attorney-in-fact, to act for me and in my name and on my behalf to:

A. Collect, receive, and receipt for any and all sums of money or payments due or to become due to me.

B. Sue in my name and behalf for the recovery of any and all sums of money or payments due or to become due to me and to collect on any judgments recovered by me and execute satisfactions of the same.

C. Initiate, defend, continue, or settle suits on my behalf or to enforce the exercise of these powers granted to my attorney-in-fact.

D. Hire or discharge (with or without cause) employees including, but not limited to, physicians, nurses, attorneys, and domestics.

E. Deposit to or withdraw from, or draw checks or drafts upon, any and all savings or checking accounts, money market funds, or any other type of account in my name; open any new such accounts in my name in any bank or financial institution or with any insurance or brokerage firm; and endorse my name to any and all negotiable instruments.

F. Pay any and all bills, accounts, claims, and demands now or hereafter payable by me.

G. Receive and endorse for deposit in any account any payments that I receive from any branch or department of the United States or other government, including without limitation, Social Security payments, Department of Veterans Affairs payments or grants, Medicare or Medicaid payments, and tax refunds.


H. Represent me before any office of the Internal Revenue Service or any state agency; prepare and sign any tax return on my behalf; receive confidential information regarding tax matters for all periods, whether before or after the execution of this instrument; and to make any tax elections on my behalf.

I. Receive and open my mail, change my mailing address, and otherwise represent me in any matter concerning the U.S. Postal Service.

J. Borrow money and to otherwise incur or guarantee indebtedness for which I will be liable, and to secure any such indebtedness by mortgage or other security interests encumbering my assets.

K. Act for me in any business or enterprise in which I am now or have been engaged or interested or with respect to any trust in which I have a beneficial interest.

L. Manage all assets and properties belonging to me or in which I have any interest, and to expend whatever funds my attorney-in-fact deems proper for the preservation, maintenance, or improvement of those assets or properties.


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M. Compromise, arbitrate, or otherwise adjust claims in favor of or against me or any assets or entity in which I have an interest, and to agree to any rescission or modification of any contract or agreement.

N. Participate in any type of liquidation or reorganization of any enterprise.

O. Join with other persons with whom I own property as joint tenants with right of survivorship or as tenants by the entireties in any transaction regarding that property.

P. Vote and exercise all rights and options, or empower another to vote and exercise those rights and options, concerning any corporate stock, securities, or other assets; to enter into or approve agreements for merger, reorganization, or equivalent transactions with respect to any company or enterprise; to delegate those rights to an agent; and to enter into voting trusts and other agreements or subscriptions.

Q. Exercise all rights and options, or empower another to exercise those rights and options, concerning sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations.

R. Buy, sell, exchange, lease, convey, and grant options with respect to any real or personal property, and to negotiate for and to enter into contracts and agreements of every nature, concerning real or personal property, including homestead or exempt property. Any such contract, agreement, or lease will be valid and binding for its full term even if it extends beyond my lifetime or the duration of this power of attorney.

S. Exercise all powers even though my attorney-in-fact may also be acting individually or on behalf of any other person or entity interested in the same matters.

T. Transact all business, make, execute and acknowledge all contracts, orders, deeds, bills of sale, assurances, promissory notes, mortgages, and other instruments of any nature which may be requisite or proper to effectuate any matter or things pertaining to or belonging to me.

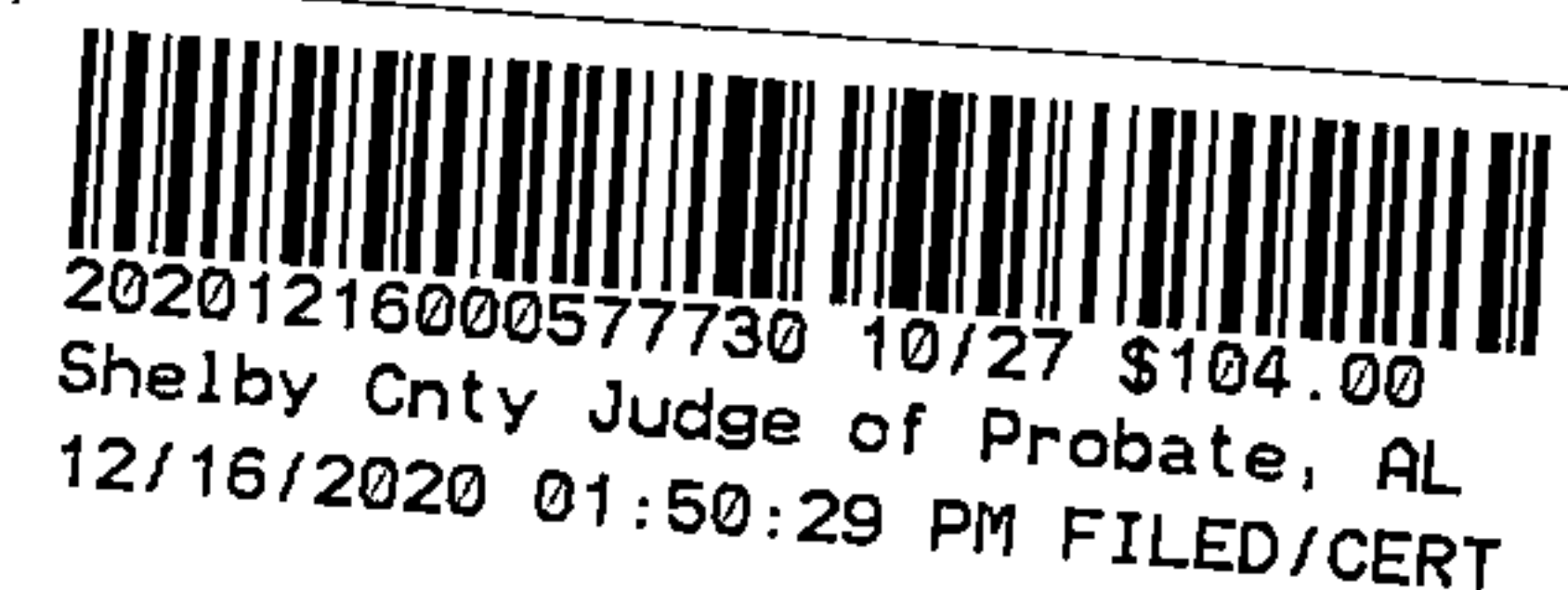
U. Make gifts for estate planning purposes to my family members (except that gifts to my attorney-in-fact in any calendar year may not exceed five percent (5%) of my assets for that year); change the beneficiaries of any life insurance policies or other qualified or nonqualified benefit plans; create or fund revocable or irrevocable trusts for the benefit of myself or of other persons; and consent to the creation or extension of trusts established by other persons for my benefit.

V. Continue or discontinue my membership in any club or other organization.

W. Accept or resign on my behalf from any offices or positions which I may hold, including any fiduciary positions.

X. Continue, use, or terminate any charge or credit accounts.

Y. Employ and compensate any investment management service, financial institution, or



similar organization to advise my attorney-in-fact and to handle all investments and to render all accountings of funds held on my behalf under custodial, agency, or other agreements.

Z. Enter into any safe deposit box for which I am a lessee and add or remove items.

AA. Disclaim any property interest that I would otherwise receive.

BB. Make an election on my behalf for me to receive an elective share of my wife's estate, if any, as provided by Florida law from time to time.

CC. Demand, obtain, review, and release to others medical records or other documents protected by the patient-physician privilege, attorney-client privilege, or any similar privilege, including all records subject to, and protected by, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). I designate my attorney-in-fact as my personal representative under HIPAA.

DD. File or process claims for any medical bills with all insurance companies through which I have coverage, including but not limited to Medicare and Medicaid, and to receive from Blue Cross/Blue Shield or any other insurer information obtained in the adjudication of any claim in regard to services furnished to me under Title 18 of the Social Security Act.

EE. Nominate on my behalf a person (including my attorney-in-fact) or entity to be appointed by a court of appropriate jurisdiction as guardian of my person or property, or both, or as custodian for my property during the pendency of any proceedings to determine my competency.

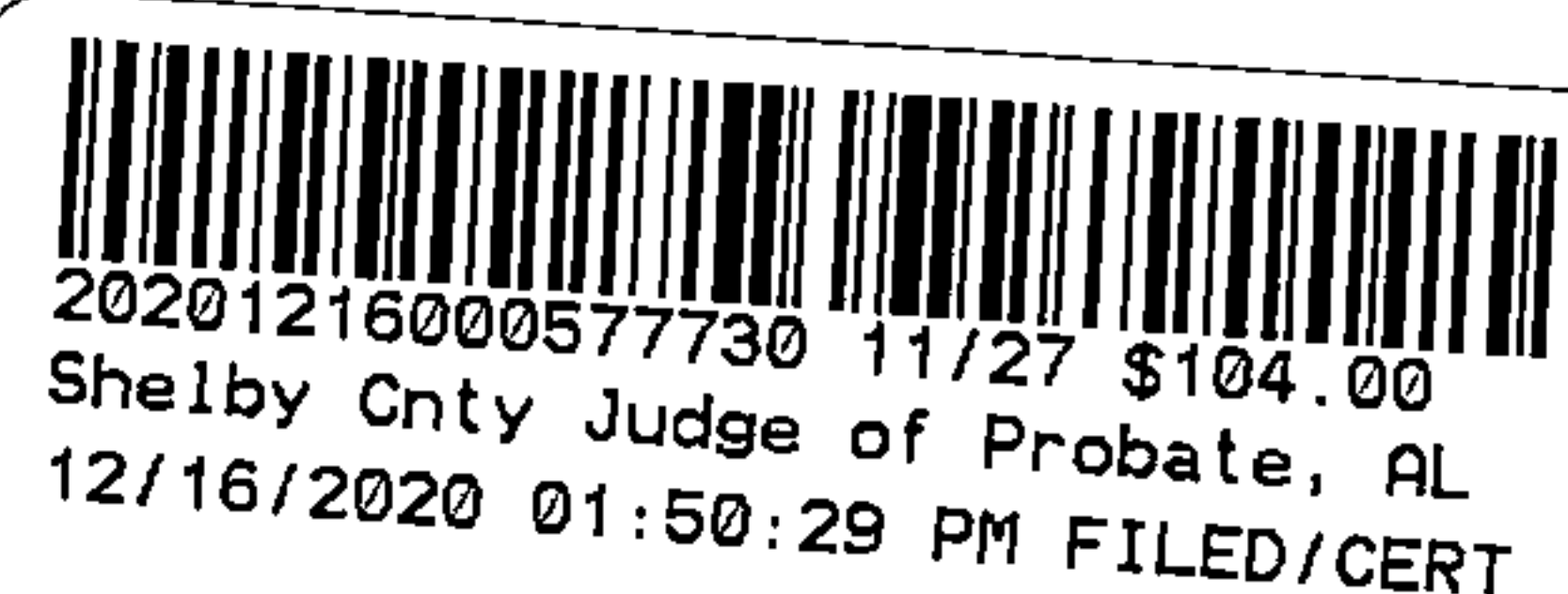
FF. Invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets or investment funds, including common trust funds; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets for that purpose.

If at any time my daughter, Stacy M. Burnham, ceases to serve as my attorney-in-fact, I appoint my son Jeffrey S. Burnham as my attorney-in-fact in her place. All references to "attorney-in-fact" include not only my daughter, Stacy M. Burnham, but also her successors. All successors will have the rights, powers, privileges and discretions specified in this instrument while they are serving as my attorney-in-fact.

I further authorize my attorney-in-fact to take all other actions as may be necessary or appropriate for my personal well-being and the management of my affairs, as fully and as effectively as if made or done by me personally.

Despite the foregoing powers, my attorney-in-fact may not (i) deal with insurance policies I own on the life of my attorney-in-fact, or (ii) except as specifically authorized by this power of attorney, distribute assets so as to discharge a legal obligation of my attorney-in-fact.

My attorney-in-fact shall keep full and accurate inventories and accounts of all transactions for me as my agent. Such inventories and accounts will be made available for inspection upon request by me or by my guardian or personal representative. My attorney-in-fact need not file any



inventory or accounts with any court or clerk.

Any third party to whom this power of attorney is presented may rely upon an affidavit by my attorney-in-fact stating, to the best of my attorney-in-fact's knowledge and belief, that this power has not been revoked, that I am then living, and that no proceedings have been initiated to determine my incapacity. No third party relying on this power and that affidavit will be liable for any losses, damages, or claims caused by compliance with the action requested by my attorney-in-fact, unless that third party has actual knowledge of my death or the revocation of this power.

This durable power of attorney will not be affected by my subsequent incapacity except as provided in Chapter 709 of the Florida Statutes. It is my specific intent that the power conferred on my attorney-in-fact will be exercisable from the date of this instrument, notwithstanding my subsequent disability or incapacity, except as otherwise specifically provided by statute.

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

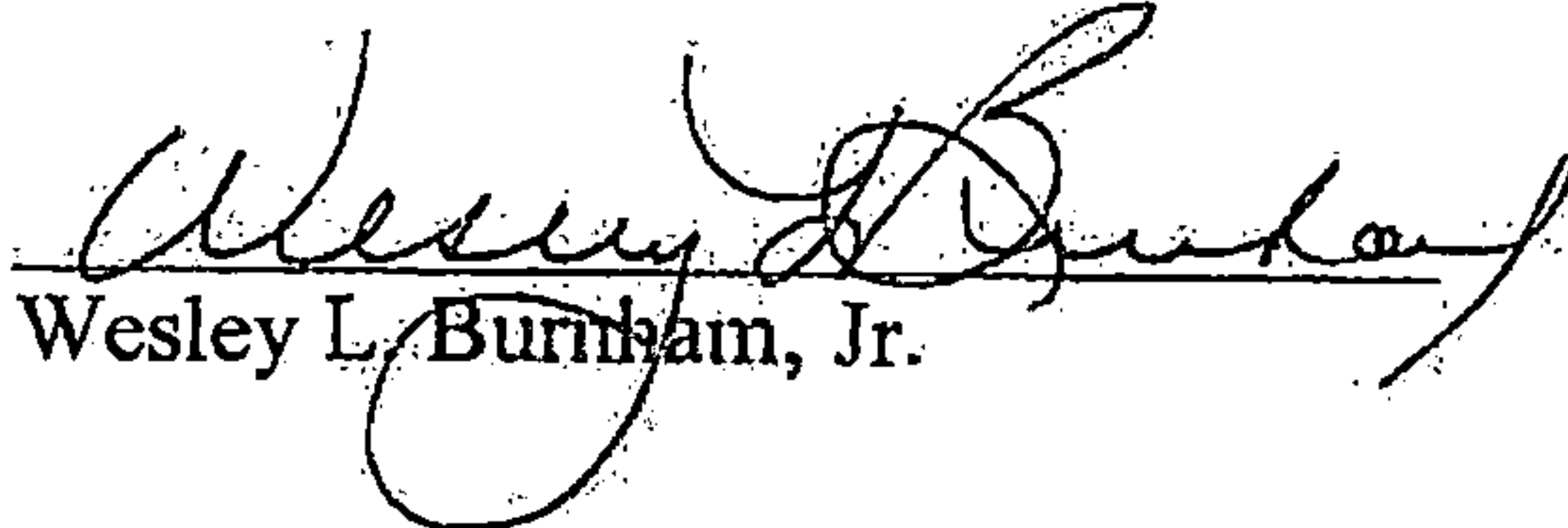
My attorney-in-fact does not have an affirmative duty to act under this power of attorney and will not be liable for any claim or demand arising out of her acts or omissions, except for willful misconduct or gross negligence.

In witness whereof, I have executed this durable power of attorney on July 26, 2011.


Signed in the presence of:


Witness: Scott B. Barloga

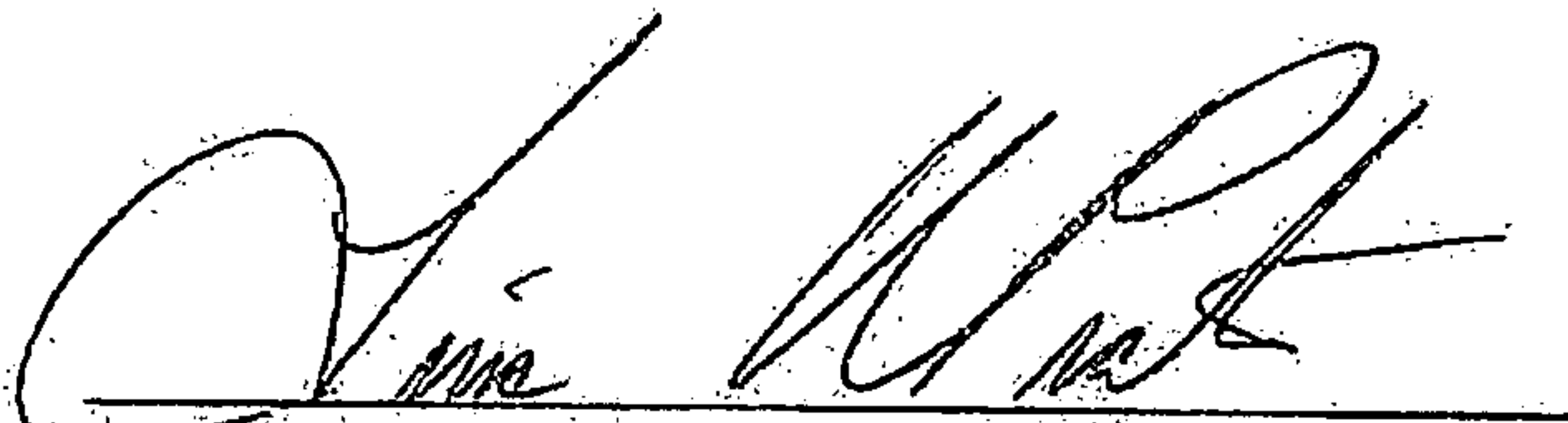

Witness: Eileen M. Stanton


Wesley L. Burnham, Jr.

STATE OF FLORIDA
COUNTY OF BAY


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The foregoing instrument was acknowledged before me on July 26, 2011, by Wesley L. Burnham, Jr.



Notary Public--State of Florida

Print Notary Name: _____

My Commission Number is: _____

My Commission Expires: _____

Personally Known _____

Produced Identification ☒

Type of Identification FL Driver's License



TINA R. PRATER
Notary Public - State of Florida
Comm. Expires Aug. 1, 2011
Commission No. DD 701048

EXHIBIT D

**DURABLE POWER OF ATTORNEY
FOR
PEGGY BURNHAM**

I, **PEGGY BURNHAM**, as of July 25, 2019, hereby appoint and empower my daughter, **STACY M. BURNHAM**, as my true and lawful attorney-in-fact ("my Agent"), to act for me and in my name and on my behalf to exercise the powers listed in this Durable Power of Attorney. Except as otherwise provided in the Florida Power of Attorney Act (Fla. Stat. Ch. 709), my Agent may exercise these powers independently and without the approval of any court. My Agent, however, shall exercise all powers in a fiduciary capacity in good faith, as a prudent person would using reasonable care, skill, and caution.

Successors. If at any time my Agent named above fails or ceases to serve as my attorney-in-fact, I appoint my son **JEFFREY S. BURNHAM** as my attorney-in-fact in her place. My successor Agent will have the rights, powers, privileges and discretions specified in this instrument while serving as my attorney-in-fact.

Third Parties. Any third party to whom this Durable Power of Attorney is presented may rely upon an affidavit by my Agent stating, to the best of my Agent's knowledge and belief, that this power has not been revoked, that I am then living, and that no proceedings have been initiated to determine my incapacity. No third party relying on this power and that affidavit will be liable for any losses, damages, or claims caused by compliance with the action requested by my Agent, unless that third party has actual knowledge of my death or the revocation of this power.


A THIRD PARTY WHO IMPROPERLY REFUSES TO ACCEPT THIS POWER OF ATTORNEY WILL BE LIABLE FOR DAMAGES, INCLUDING REASONABLE ATTORNEY FEES AND COSTS, INCURRED IN ANY ACTION OR PROCEEDING THAT CONFIRMS THE VALIDITY OF THIS POWER OF ATTORNEY.

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

My Agent will have the following powers and duties:

GENERAL AUTHORITY

1. To manage all assets and properties belonging to me or in which I have any interest, and to expend whatever funds my Agent deems proper for the preservation, maintenance, or improvement of those assets or properties.


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2. To exercise all powers even though my Agent may also be acting individually or on behalf of any other person or entity interested in the same matters (as more fully set forth in the Additional Provisions section).
3. To seek on my behalf the assistance of a court or other governmental agency to carry out an act authorized in this power of attorney and to enforce the exercise of these powers granted to my Agent.
4. To execute, acknowledge, seal, deliver, file, or record any instrument or communication the Agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of my property and attaching it to the power of attorney.
5. To exercise any authority reasonably necessary to give effect to an express grant of specific authority in this power of attorney.
6. To the extent not limited under the law of the jurisdiction in which this power of attorney is presented, to take all other actions as may be necessary or appropriate for my personal well-being and the management of my affairs, as fully and as effectively as if made or done by me personally.

REAL PROPERTY

To manage and conserve any real property, or any interest or incidents in real property, on my behalf as stated below. Such property and incidents in property include any interest in homestead property, mineral rights, and cooperative apartments. I give my Agent the following powers:

7. To receive, buy, sell, exchange, lease, encumber, and convey such property; to impose restrictions and covenants; to grant options, releases, and easements, including for public use; to adjust boundaries; and to partition or consent to partitioning, subdivide, apply for zoning or other governmental permits, plat or consent to platting, and engage in development activities for such property.
8. To pay or contest any taxes due on such property, and to receive refunds.
9. To engage in any form of litigation regarding the possession, ownership or liability involving such property, including foreclosure on a mortgage, or enforcement of a contract for sale (including specific performance).
10. To create or receive a security interest in such property, and to satisfy a mortgage.
11. To lease or sublease such property; any such lease will be valid and binding for its full term even if it extends beyond the duration of this power of attorney.
12. To insure the property against liability or casualty or other loss, and to maintain, repair or alter such property, including removing or erecting structures on the property.
13. If not prohibited in this Durable Power of Attorney, to change the form of title of such property, including contribution into a business entity in exchange for an interest in that entity.

14. To join with other persons with whom I own property as joint tenants with right of survivorship or as tenants by the entireties in any transaction regarding that property.
15. With respect to income-producing real property, my Agent will have the powers:
 - a. To retain and operate the property for as long as advisable;
 - b. To control, direct, and manage the property, determining the manner and extent of my Agent's active participation in these operations, and to hire one or more supervisors for the property;
 - c. To hire and discharge employees, fix their compensation, and define their duties;
 - d. To invest funds in other land holdings and to use those funds for all improvements, operations, or similar purposes;
 - e. To retain any of the net earnings for working capital and other purposes as advisable in conformity with sound and efficient management; and
 - f. To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the property.

TANGIBLE PERSONAL PROPERTY

To manage and conserve any tangible personal property, or any interest in tangible personal property, including exempt property, on my behalf, as follows:

16. To receive, buy, sell, exchange, or otherwise dispose of such property, even if without consideration.
17. To pay or contest any taxes due on such property, and to receive refunds.
18. To engage in any form of litigation regarding the possession, ownership or liability involving such property.
19. To create or receive a security interest in or grant options regarding such property.
20. To lease or sublease such property; any such lease will be valid and binding for its full term even if it extends beyond the duration of this power of attorney.
21. To insure, store, move, maintain, repair or alter such property.
22. If not prohibited in this instrument, to change the form of title of such property, including contribution into a business entity in exchange for an interest in that entity.
23. To operate, insure, license and register with any state or government agency, any and all vehicles of which I am the registered or legal owner.
24. To surrender possession of such property to me or to members of my family without liability for wear, tear, and obsolescence of the property.

INVESTMENTS

25. To invest in assets, securities, or interests in securities of any nature, whether domestic or foreign markets, including (without limit) stocks, bonds, mutual funds, index funds, or investment funds, including common trust funds, provided such securities are traded on a regulated exchange.
26. To establish or maintain and to trade in credit or margin accounts (whether secured or unsecured), and to pledge assets for that purpose.
27. To hold funds uninvested for such periods as the Agent deems prudent.
28. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at my expense, whether or not such Custodian is an affiliate of an Agent; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Agent may direct, all as permitted in Fla. Stat. Chapter 709. While such securities are in the custody of the Custodian, the Agent will be under no obligation to inspect or verify such securities, nor will the Agent be responsible for any loss by the Custodian.
29. To employ any investment management service, financial institution, broker-dealer, or similar organization to advise the Agent; to handle investment of my assets; and to render all accountings of funds held on my behalf under custodial, agency, or other agreements. If the Agent is an individual, these costs may be paid from my assets in addition to compensation payable to the Agent.
30. To receive and hold certificates and other evidences of ownership with respect to stocks and bonds, or to hold such securities in street certificates or in a book entry system.
31. To exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.
32. To conduct investment transactions as provided in Fla. Stat. §709.2208(2).

FINANCIAL MATTERS

33. To collect, receive, and receipt for any and all sums of money or payments due or to become due to me.
34. To continue, establish, modify, or terminate an account, credit or debit card, electronic transfer authorization, or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, broker-dealer, insurance company, or other financial institution (each referred to as "a financial institution") selected by the Agent.

35. To make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper.
36. To deposit to or withdraw from, by check, order, electronic funds transfer, wire transfer, or otherwise, money or property of mine held by a financial institution.
37. To receive statements of account, notices, and similar documents from a financial institution and act with respect to them; to contract with a financial institution for services, including renting a safe deposit box or space in a vault.
38. To enter any safe deposit box or vault on which I am a signer and withdraw or add to the contents.
39. To adjust, renew or extend the time of payment of commercial paper, a debt owed to me, a debt I owe, or a debt guaranteed by me, or any other financial transaction.
40. To borrow money on my behalf and pledge as security my personal property; to apply for, receive, and use letters of credit from a financial institution, and give an indemnity or other agreement in connection with them.
41. To conduct banking transactions as provided in Fla. Stat. §709.2208(1).

BUSINESSES AND CONTRACTS

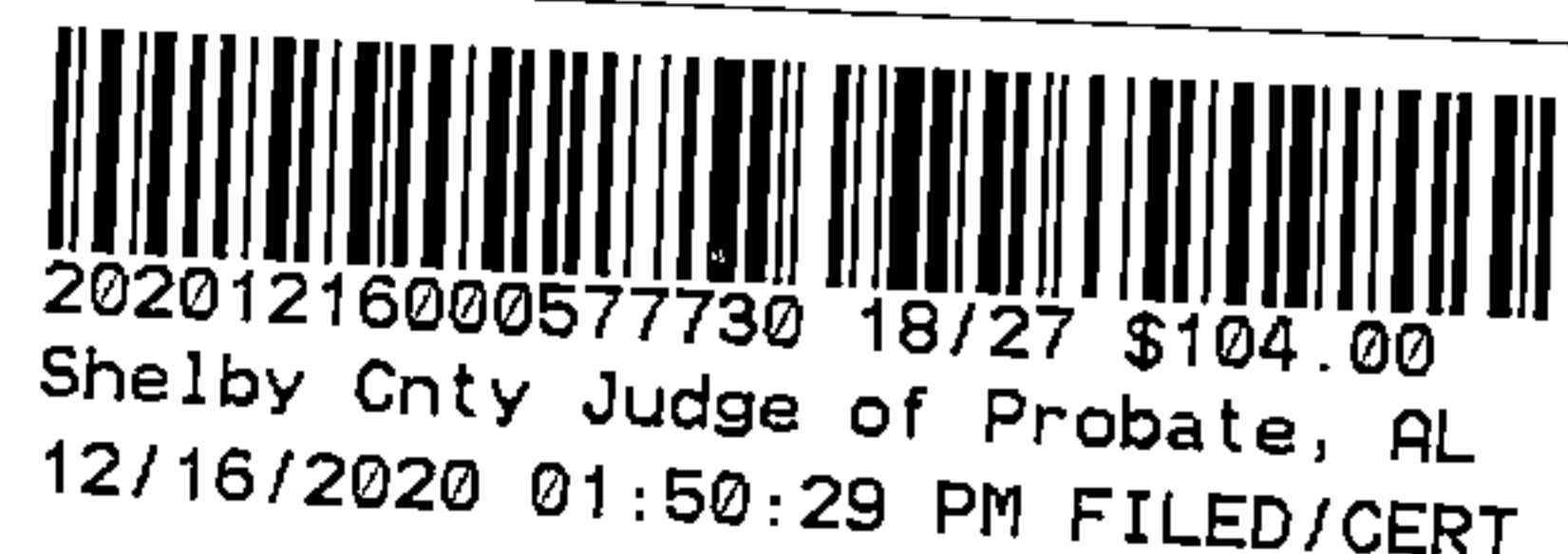
42. To act for me in any business or enterprise, including sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations (each referred to as an "Entity"), in which I am now or have been engaged or interested.
43. To change the form of organization or governing jurisdiction under which an Entity is operated, or its name, or any of the above, and to continue any unincorporated business that the Agent determines is not advisable to incorporate.
44. To buy, sell, enlarge or reduce my ownership interest in any Entity, and to contribute additional capital into an Entity in which I have an interest.
45. To enter into an ownership agreement with other persons to take over all or part of the operation of an Entity.
46. To establish the value of an Entity under a buy-sell agreement to which I am a party, and to enforce the terms of any agreement relating to ownership (or sale) of an interest in an Entity.
47. To participate in any type of liquidation or reorganization of any enterprise.
48. To vote and exercise all rights and options, or empower another to vote and exercise those rights and options as permitted by law, concerning any interests in an Entity, in securities, or in other assets; to enter into or approve agreements for merger, reorganization, conversion, domestication or equivalent transactions with respect to any Entity; and to enter into voting trusts and other agreements or subscriptions.

49. To exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option I have as the holder of stocks and bonds.
50. To compromise, arbitrate, or otherwise adjust claims in favor of or against any Entity in which I have an interest.
51. Except as otherwise provided under Fla. Stat. §709.2201(3) relating to contracts for personal services, to contract with any person or Entity for any purpose (including contracts between me and my Agent), and to perform that contract; to agree to any termination, release, rescission or modification of any contract or agreement.

INSURANCE, ANNUITIES, AND RETIREMENT FUNDS

For purposes of this section, a "Contract" means a contract of insurance on my life, a contract of insurance regarding my disability or long term care, or an annuity (however denominated). A "Plan" means a retirement plan or account created by an employer, by me, or by another person to provide retirement benefits or deferred compensation for me as a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code (as amended from time to time): an individual retirement account under §§408, 408A, or 408(q); an annuity or mutual fund custodial account under §403(b); a pension, profit-sharing, stock bonus, or other retirement plan qualified under §401(a); a plan under §457(b), and a nonqualified deferred compensation plan under §409A. To the extent not limited in the Special Transactions section, I give my Agent the following powers:

52. To continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a Contract, whether or not I am a beneficiary under the contract, and whether owned by me or obtained by my Agent.
53. To procure new Contracts for me and any member of my family.
54. To exercise the following rights for Contracts:
 - a. To obtain a loan secured by a Contract or to borrow against its value;
 - b. To surrender a Contract and receive its cash surrender value;
 - c. To exercise any election available under that Contract;
 - d. To exercise investment powers, if applicable;
 - e. To change the manner of paying premiums and to select the form and timing of the payment of proceeds;
 - f. To change or convert the Contract to another type;
 - g. To sell, assign, or otherwise transfer the Contract.
55. To obtain property, casualty, liability or any other insurance for me and my property.
56. With respect to a Plan, I give my Agent the following powers:



- a. To select the form and timing of payments and withdraw benefits from the Plan;
- b. To make rollovers, including a direct trustee-to-trustee rollover, of benefits from one Plan to another;
- c. To establish a Plan in my name;
- d. To make contributions to a Plan;
- e. To exercise investment powers, if applicable;
- f. To borrow from, sell assets to, or purchase assets from a Plan.

ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS

To the extent not limited in the Special Transactions section, to act for me regarding any trust, probate estate, guardianship, conservatorship, escrow, custodianship or fund in which I may have a right or beneficial interest, including:

- 57. To make an election on my behalf for me to receive an elective share of my husband's estate, if any, as provided by Florida law from time to time.
- 58. To exercise for my benefit a presently exercisable general power of appointment.
- 59. To transfer property to the trustee of a trust created by me or for my benefit.
- 60. To accept, receipt for, sell, assign, pledge, or exchange my interest; to reject or disclaim, or consent to a modification of, my interest.
- 61. To initiate and pursue litigation, including settlement, compromise, or alternative dispute resolution, regarding my interest, including a determination of the meaning, validity, or effect of a deed, Will, declaration of trust, or other instrument or transaction affecting my interest, or to remove, substitute, or surcharge a fiduciary.

CLAIMS AND LITIGATION

- 62. To sue in my name and behalf for the recovery of any and all sums of money or other things of value, payments due or to become due to me, or damages I have sustained or will sustain; to seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; and to collect, hold and disburse any property received in satisfaction of judgments.
- 63. To initiate or participate in adjustments of claims, either by me or against me, including submission to alternative dispute resolution, and to settle or compromise such claims.
- 64. To participate and bind me in any litigation, including: to waive or accept service of process on my behalf; to appear for me; to agree to stipulations or admission of facts on my behalf (other than a representation as to my personal knowledge); to verify pleadings, seek

appellate review, procure and give surety and indemnity bonds, authorize and pay for records and briefs; to receive, execute, and file a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument; and to make or accept a tender or offer of judgment.

65. To pay any and all bills, accounts, claims, and demands now or hereafter payable by me, including a judgment, award, order or settlement made in connection with a claim or litigation.
66. To assert and maintain before a court or administrative agency a claim for relief or cause of action, or to seek an injunction, specific performance, or other relief.
67. To act for me with respect to any bankruptcy or insolvency concerning me or some other person, or with respect to a reorganization or receivership which affects my interest in any property.

PERSONAL AND FAMILY MATTERS

68. To demand, obtain, review, and release to others medical records, documents, or communications protected by the patient-physician privilege, attorney-client privilege, or any similar privilege, including all records subject to, and protected by, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). I designate my Agent as my personal representative under HIPAA. My Agent may also enforce any or all of the privileges listed above.
69. To nominate on my behalf a person (including my Agent) or entity to be appointed by a court of appropriate jurisdiction as guardian of my person or property, or both, or as custodian for my property during the pendency of any proceedings to determine my legal capacity.
70. To receive and open my mail, change my mailing address, and otherwise represent me in any matter concerning the U.S. Postal Service.
71. As provided in and in furtherance of the Florida Fiduciary Access to Digital Assets Act ("FFADAA"), to access and control communications intended for me, and communicate on my behalf, whether by mail, electronic transmission, telephone, or other means; to access and control all of my accounts involving web-based communications or storage and web-hosted media, including but not limited to emails, messages, blogs, subscriptions, pictures, videos, e-books, audiobooks, memberships in organizations or commercial enterprises, and all forms of social media, whether or not those require a user name and password for access, even to the extent of compelling the provider to reset my information to data of my Agent's choosing, all in keeping with the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986, and FFADAA, as those may be amended; and to hold, control, and have access to and the use of any digital asset (as defined in FFADAA) held by any kind of computing or digital storage device or service.



72. To the extent not limited in the Special Transactions section, to continue or discontinue my membership in any club, religious institution, society, order, or other organization (whether individual or family) and to continue or discontinue payment of dues, fees, or contributions to those organizations.
73. Accept or resign on my behalf from any offices or positions which I may hold, including any fiduciary positions.
74. To hire and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments) without liability for any act of those persons, if they are selected and retained with reasonable care. An Agent may serve in one or more of these capacities and be compensated separately for the services in each.
75. To discharge (with or without cause) any person hired by me (or on my behalf), by my Agent, or by any prior Agent, including but not limited to, the categories of persons named above, and physicians, nurses, care-givers, and domestics.
76. To make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which I am a party.

GOVERNMENT BENEFITS AND ACTIONS

This section deals with benefits or actions from or relating to any branch or department of the United States government, any state government, or any foreign government, whether or not recognized by the United States, including without limitation, the Social Security Administration, the Department of Veterans Affairs, the Internal Revenue Service, Medicare or Medicaid, and any government department providing payments or grants. I give my Agent the following powers:

77. To file or process claims, and receive payment for any amounts due me under any such government program or as payments for retirement from any governmental entity, agency, or program, including without limit any program or plan administered or sponsored by the United States, any state (or a subdivision of a state) of the United States, or any branch of the military.
78. To enroll in, apply for, select, reject, change, amend, or discontinue, on my behalf, a benefit or program, and to receive and endorse for deposit in any account any payments that I receive from a governmental source.
79. To file or process claims, and receive payment for medical bills with all insurance companies through which I have coverage, including but not limited to Medicare and Medicaid, and to receive from Blue Cross/Blue Shield, Humana, United Health Care, TRICARE, or any other insurer information obtained in the adjudication of any claim in regard to services furnished to me under Title 18 of the Social Security Act.
80. To prepare, execute, and file a record, report, or other document to safeguard or promote my interest under a federal or state statute or regulation; to communicate with any

representative or employee of a government or governmental subdivision, agency, or instrumentality, on my behalf.

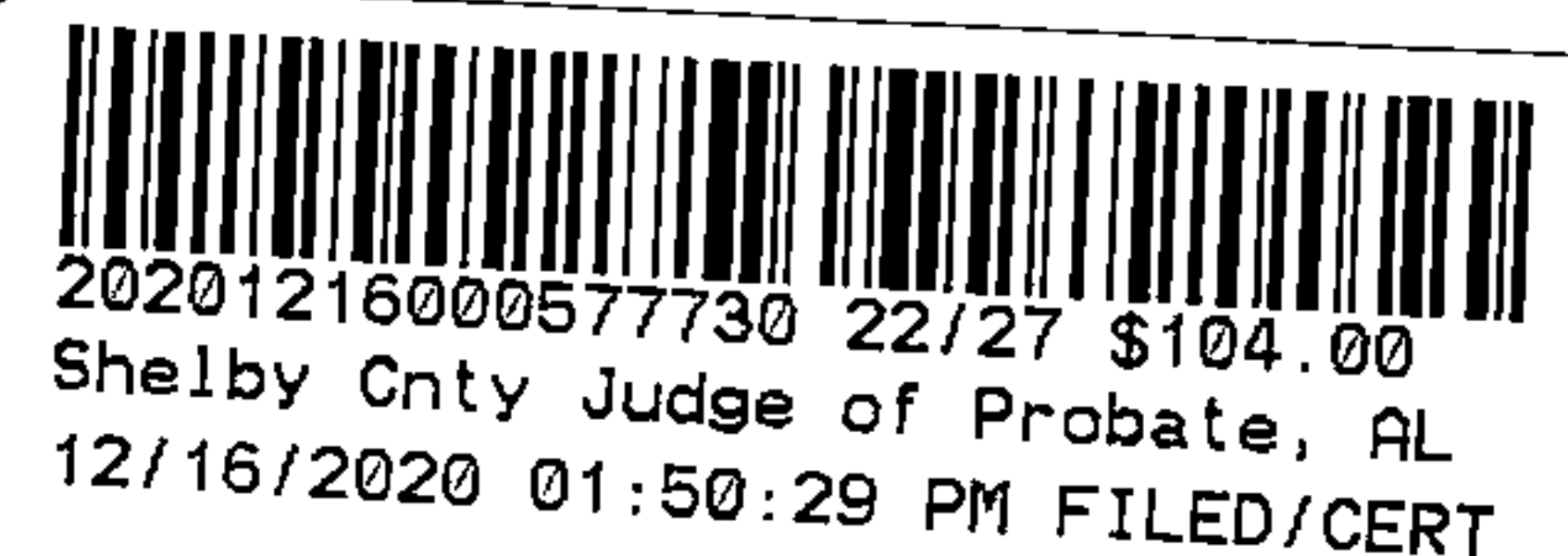
TAXES

81. To represent me before any office of the Internal Revenue Service or any state agency, to receive confidential information regarding all tax matters (for my SSN ending in - 7816) for all periods, whether before or after the execution of this Durable Power of Attorney, and to make any tax elections on my behalf.
82. To prepare, sign and file any tax return on my behalf including income, gift, payroll, property, Federal Insurance Contributions Act, claims for refund and other tax returns or other tax-related documents, including receipts, offers, waivers, consents, and agreements.
83. To pay taxes due, collect refunds, post bonds, receive confidential information, and contest assessments, deficiencies, fines, or penalties determined by the Internal Revenue Service or any other taxing authority.
84. To execute on my behalf any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years.

SPECIAL TRANSACTIONS

Certain transactions under this power of attorney may profoundly affect my existing estate plan and therefore require a separate authorization for my Agent to engage in them, as codified in Section 709.2202 of the Florida Statutes. By initialing next to any items within the respective numbered paragraphs in this Special Transactions section, I grant my Agent the authority stated in that paragraph with respect to the authorization I have initialed, as may be further clarified or expanded within that paragraph. If I have not initialed a numbered paragraph, my Agent is not authorized to take the actions specified in that paragraph. If I have initialed a numbered paragraph but have lined through a section of that paragraph and initialed near that deletion, then my Agent's power to take the actions in that paragraph does not include the deleted authority.

85. **Gifts.** I authorize my Agent to make gifts of my property outright to, or for the benefit of, the persons specified below, including by the exercise of any presently exercisable general power of appointment which I hold or acquire. For these purposes, a gift "for the benefit of" a person includes a gift to a trust in which that person is a beneficiary or to a custodial account under a state version of the Uniform Transfers (or Gifts) to Minors Act. Unless I have provided otherwise in this instrument, gifts to or for the benefit of my descendants must be made equally among classes of donees. Each class of donees will consist of a child of mine and the descendants of that child. If a gift is made to or for the benefit of one or more members in one class of donees, a concurrent gift of



the same amount must be made to or for the benefit of each other class of donees. A gift to or for the benefit of a class of donees can be divided equally or unequally among my descendants in that class (and can exclude one or more descendants in that class), as long as the combined gifts to or for the benefit of each class of donees are equal. Gifts may be made only to the persons or entities designated by my initials next to the description of each, or to any or all listed if "all of the above" is initialed.

AB my husband, my ancestors, and my descendants
AB **all of the above in this paragraph**

The gifts to the persons I have specified above, if any, may be made in the following amounts, as indicated by my initials next to the description of each, or for the broader category of "for estate planning purposes" if that item is initialed.

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

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


_____ if my husband agrees to consent to a split gift pursuant to Internal Revenue Code §2513, in an amount per donee not to exceed the annual exclusions for both my husband and me

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

[NOTE: Do not initial the next item if you have initialed the authorization for making gifts in paragraph 1 above.]

_____ *I expressly desire that my Agent NOT make any gifts of my property or exercise any powers of appointment I may hold. (I understand this limitation may have unintended or undesirable effects, but I choose it anyway and state it here to avoid misunderstandings.)*

86. _____ **Trusts.** I authorize my Agent to create one or more inter vivos trusts, whether revocable or irrevocable, in which I am a beneficiary and, to the extent permitted in the Trust Agreement, to amend, revoke, or terminate a trust of which I am a beneficiary, or transfer the assets of such a trust into another trust under which I am a beneficiary; to enter into transactions with any trusts created by me, for me, on my behalf, or in connection with gifts from me to others as provided in the paragraph above authorizing gifts; to create, amend, or revoke trusts for the benefit of others, including for the benefit of my Agent, and to participate in either judicial or nonjudicial modification of a trust as permitted in Fla. Stat. Chapter 736.


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87. _____ **Survivorship and Other Designations.** I authorize my Agent to create or change rights of survivorship in accounts or other assets in which I have an interest, including for the benefit of my Agent; to change a beneficiary designation for any accounts or financial instruments, including life insurance policies, annuities, or retirement accounts of any nature; and to waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan of any nature.
88. _____ **Disclaimers.** I authorize my Agent to disclaim: any interest in property I might otherwise receive, either outright or in trust, including for the benefit of my Agent; any powers I have over property or as a beneficiary of any trusts (excluding any powers I possess in a fiduciary capacity); and any powers of appointment I have or may acquire, excluding any testamentary power of appointment that I currently exercise in my Last Will and Testament.

ADDITIONAL PROVISIONS

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

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

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

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

d. I fully indemnify my Agent out of my assets and my estate for any actions brought against her, and damages she sustains, including attorneys' fees and costs, that have as a basis my Agent's actions or inactions resulting in both a claim for breach of fiduciary duty and actual damages to me or my estate, but this protection does not extend to actions or omissions resulting



from my Agent's dishonesty, improper motive, or reckless indifference to the purposes of this power of attorney or my best interests. If my Agent ceases to serve, these provisions for indemnification may be enforced against me or a successor Agent. This right of indemnification extends to the estate, personal representatives, legal successors and assigns of my Agent.

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

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

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

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

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

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

- a. My Agent's capacity or disability can be determined by a court having jurisdiction, which will supersede any other determination under this section.
- b. In the absence of a judicial determination, if my Agent is disabled, as confirmed by my Agent's physician or a board certified medical doctor hired at my expense, all powers of my Agent as my attorney-in-fact will be suspended until her legal capacity is determined by a court, or until the physician consulted determines my Agent is no longer disabled.

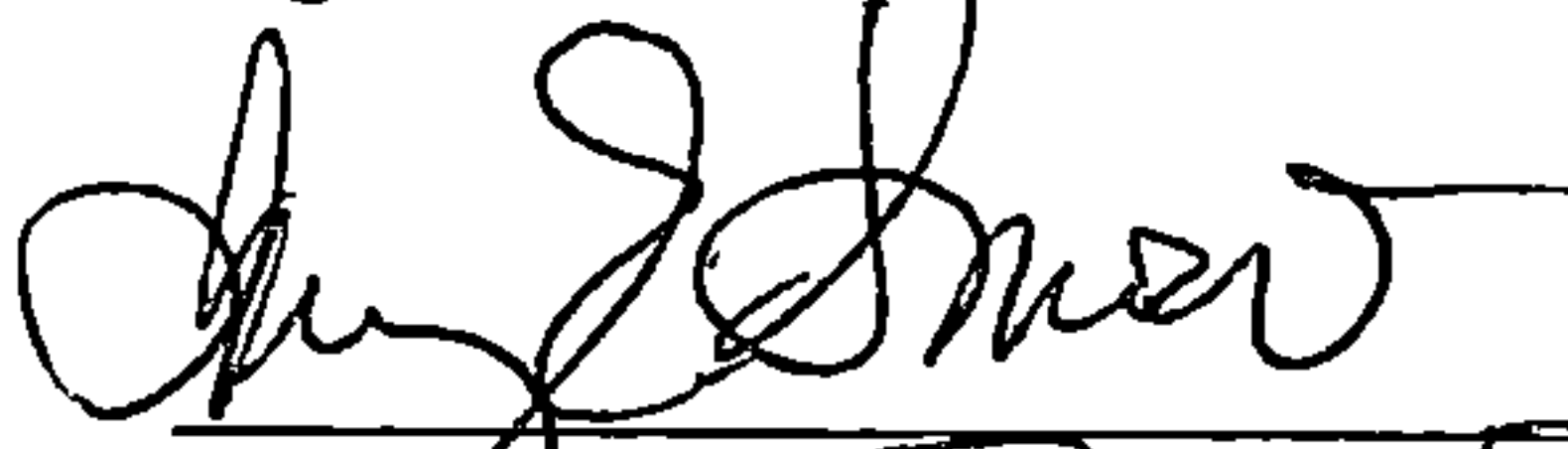
Use of Copies. As provided in Fla. Stat. §709.2106, a photocopy or electronic copy of this power is sufficient for its exercise, except as may be required for transactions in real estate.

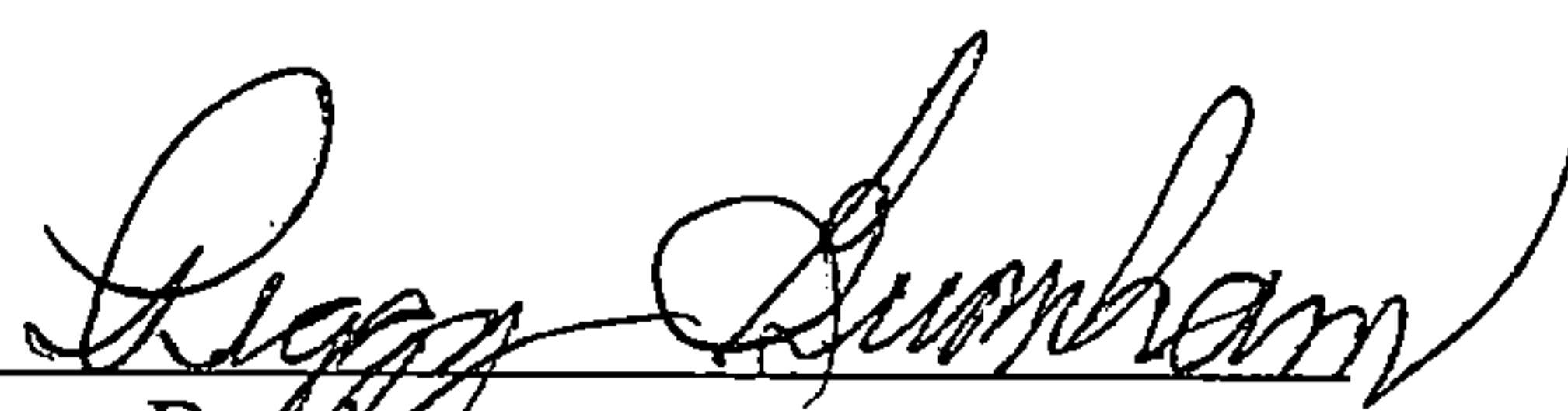
Partial Invalidity. If any part of this power of attorney is declared invalid or unenforceable, that decision will not affect the validity of the remaining parts.


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

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

Signed in the presence of:


Print Name: Tanny E. Snow


Peggy Burnham

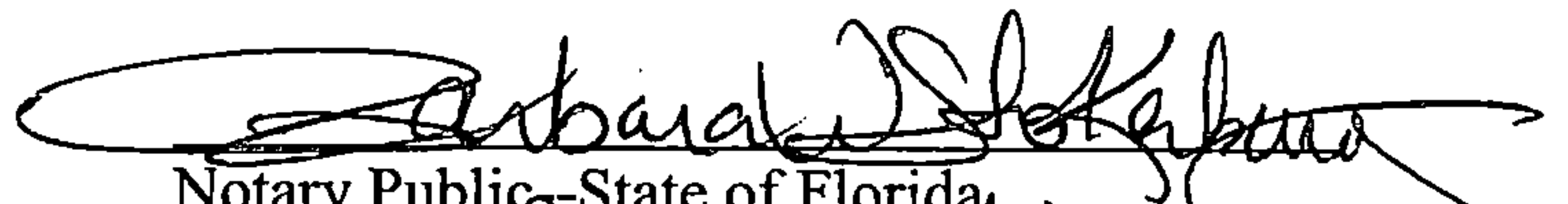

Print Name: Barbara W. Stokesbary

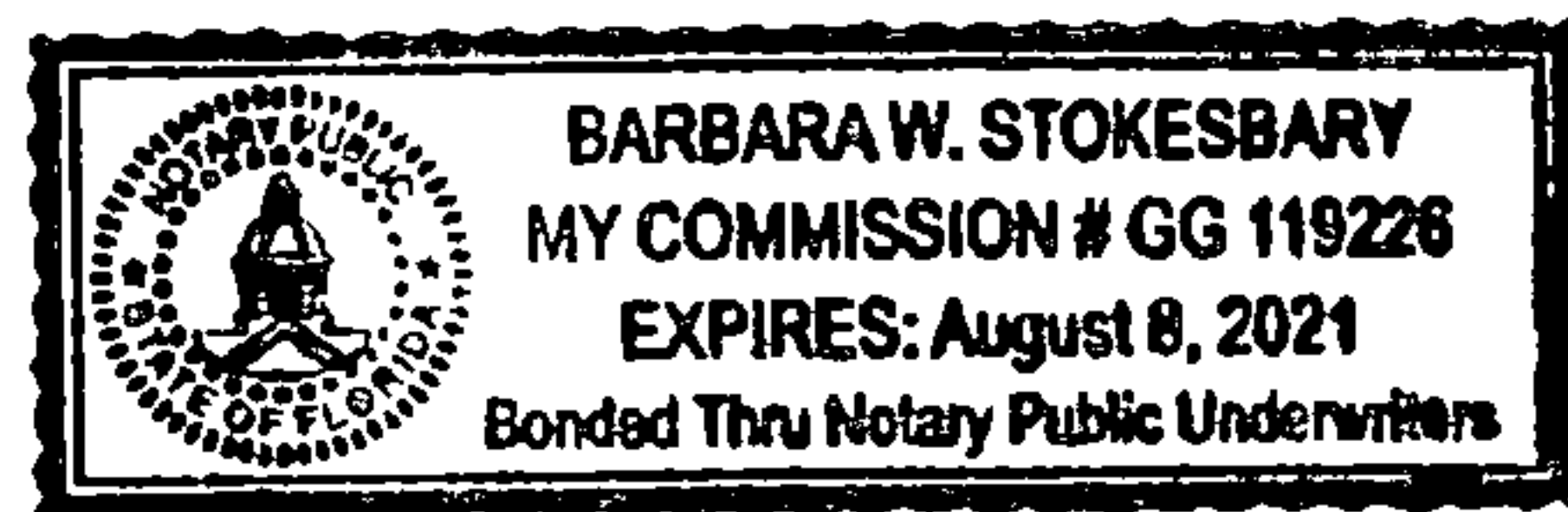
Two witnesses as to
Peggy Burnham

STATE OF FLORIDA
COUNTY OF BAY

The foregoing was acknowledged before me on July 25, 2019, by Peggy Burnham.

Personally Known ☒
Produced Identification _____
Type of Identification _____


Notary Public, State of Florida
Print Notary Name: Barbara W. Stokesbary
My Commission Number is: GG 119226
My Commission Expires: 8/8/21



Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Names:	Nall Partnership, LTD, Wesley L. Burnham, Jr., Peggy Burnham, Jeffery S. Burnham and Stacy Burnham Trepanier	Grantee's Name:	City of Vestavia Hills
Mailing Address:	119 Euclid Avenue Birmingham, AL 35213	Mailing Address:	1032 Montgomery Highway Vestavia Hills, AL 35216
Property Address:	2638 Alta Vista Circle and 2575 Acton Road, Vestavia Hills, AL	Date of Sale:	_____, 2020
Property Description:	12.82 acres—see Deed		Total Purchase Price: or Actual Value: \$3,725,000.00 or Assessor's Market Value:

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)
(Recordation of documentary evidence is not required):

 Bill of Sale XXX Appraisal
 Sales Contract _____ Other: _____
 Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

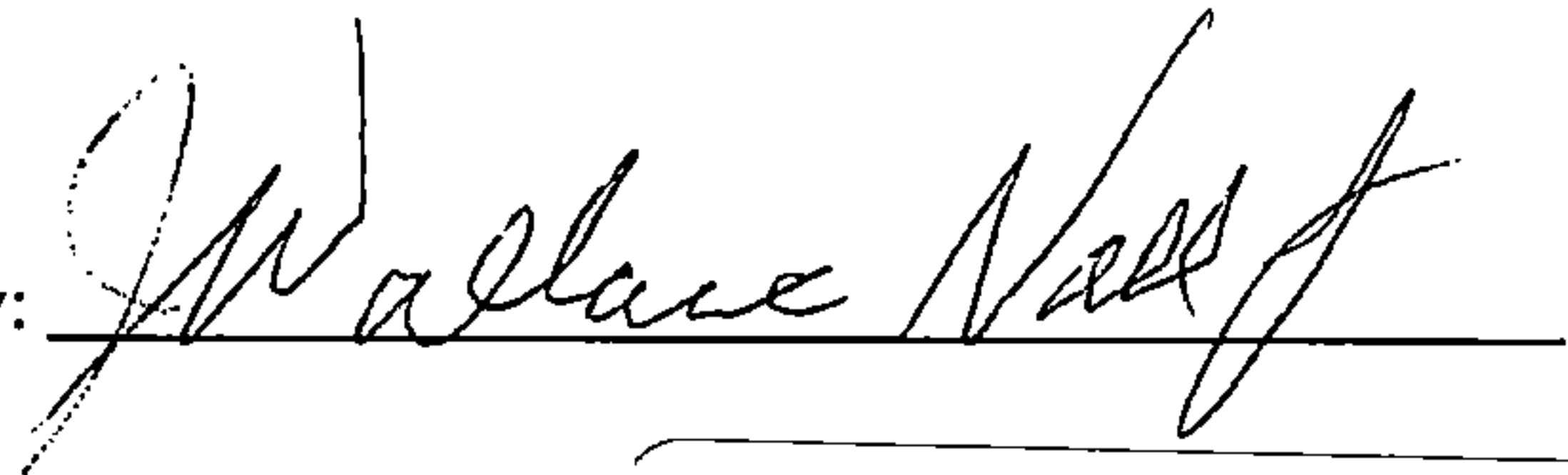
If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: DECEMBER 4, 2020.

X Unattested

By:



20201216000577730 27/27 \$104.00
Shelby Cnty Judge of Probate, AL
12/16/2020 01:50:29 PM FILED/CERT

Form RT-1