

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES. CONSULT LEGAL COUNSEL BEFORE SIGNING OR USING.

STATE OF COLORADO STATUTORY FORM
POWER OF ATTORNEY
(Limited to Real Property according to C.R.S. § 15-14-727)

DESIGNATION OF AGENT

I _____ (principal) name the following person as my agent:

Name of agent: _____

Agent's address: _____

GRANT OF AUTHORITY

I grant my agent general authority to act for me with respect to real property as defined in the "Uniform Power of Attorney Act", Part 7 of Article 14 of Title 15, Colorado Revised Statutes, and specifically § 15-14-727.

LIMITATION ON AGENT'S AUTHORITY

An agent whether or not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the special instructions. My agent's authority is limited to acting on my behalf exclusively regarding those real property matters set forth at C.R.S. § 15-14-727.

EFFECTIVE DATE AND SPECIAL INSTRUCTIONS

This power of attorney is effective immediately and only with respect to the real property identified as _____

My agent's authority shall expire upon completion or other termination of the transaction pertaining to the real property identified in the preceding sentence and Commitment No. _____, issued by Land Title Guarantee Company. My additional special instructions are as follows: _____.

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney unless that person knows it has terminated or is invalid. This power of attorney may be recorded in real property records.

SIGNATURE AND ACKNOWLEDGMENT

Principal's signature: _____ Date of signature: _____

Principal's name printed: _____

Principal's address: _____

State of _____)
) s.s.
County of _____)

This document was acknowledged before me on _____, by _____, as principal.

My commission expires:_____

Notary Public

IMPORTANT INFORMATION FOR GRANTOR ("PRINCIPAL") OF THE POWER OF ATTORNEY

This document is not to be recorded.

1. You have requested this power of attorney form from Land Title Guarantee Company ("LTGC") in connection with the real property transaction relating to the real property identified in the power of attorney. This form is provided to you solely as an accommodation to you, and LTGC advises that this form may not be suitable or sufficient to address all of your intentions or needs. This form has important legal consequences and you should consult your legal advisors before signing or using this form.
2. This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The scope and meaning of your agent's authority over your real property is explained in the "Uniform Power of Attorney Act", Colorado Revised Statutes, § 15-14-727. A copy of that section of that Act is attached. Please read it.
3. This power of attorney does not authorize the agent to make health care decisions for you.
4. You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.
5. Your agent is entitled to reasonable compensation unless you state otherwise in the special instructions.
6. This form provides for designation of one agent. If you wish to name more than one agent you may name a coagent in the special instructions. Coagents are not required to act together unless you include that requirement in the special instructions.
7. If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent in the special instructions. You may also name a second successor agent in the special instructions.
8. This power of attorney becomes effective immediately unless you state otherwise in the special instructions.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing or using this form.

I have read and understand the foregoing important information about this power of attorney form and C.R.S. § 15-14-727 attached.

Date: _____

Principal's Signature: _____

IMPORTANT INFORMATION FOR AGENT

This document is not to be recorded.

Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

1. Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
2. Act in good faith;
3. Do nothing beyond the authority granted in this power of attorney; and
4. Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:
(Principal's name) by (Your signature) as agent

Unless the special instructions in this power of attorney state otherwise, you must also:

1. Act loyally for the principal's benefit;
2. Avoid conflicts that would impair your ability to act in the principal's best interest;
3. Act with care, competence, and diligence;
4. Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
5. Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
6. Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

1. Death of the principal;
2. The principal's revocation of the power of attorney or your authority;
3. The occurrence of a termination event stated in the power of attorney;
4. The purpose of the power of attorney is fully accomplished; or
5. If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the special instructions in this power of attorney state that such an action will not terminate your authority.

Liability of Agent

The meaning of the authority granted to you is defined in the "Uniform Power of Attorney Act", Part 7 of Article 14 of Title 15, Colorado Revised Statutes. If you violate the "Uniform Power of Attorney Act", or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

If you have questions about the power of attorney or the authority you are granted by the principal, you should seek legal advice before agreeing to act as agent and signing this form.

I have read and understand the foregoing important information about this power of attorney form and C.R.S. § 15-14-727 attached. I agree to act as agent for the principal according to the terms of the power of attorney and the law.

Date: _____

Agent's Signature: _____

Colorado Statutes

Title 15. PROBATE, TRUSTS, AND FIDUCIARIES

COLORADO PROBATE CODE

Article 14. Persons Under Disability - Protection

Part 7. Uniform Power of Attorney Act

Current through Chapter 23, Regular Session 2011

§ 15-14-727. Real property

(1) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to real property authorizes the agent to:

(a) Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;

(b) Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;

(c) Pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;

(d) Release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property that exists or is asserted;

(e) Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including:

(I) Insuring against liability or casualty or other loss;

(II) Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;

(III) Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and

(IV) Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;

(f) Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has, or claims to have, an interest or right;

(g) Participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:

(I) Selling or otherwise disposing of them;

(II) Exercising or selling an option, right of conversion, or similar right with respect to them; and

(III) Exercising any voting rights in person or by proxy;

(h) Change the form of title of an interest in or right incident to real property; and

(i) Dedicate to public use, with or without consideration, easements or other real property in which the principal has or claims to have an interest.

History. L. 2009: Entire part added, (HB 09-1198), ch. 106, p. 399, § 1, effective April 9.

**AGENT'S CERTIFICATION AS TO THE VALIDITY OF
POWER OF ATTORNEY AND AGENT'S AUTHORITY**

I, _____ (Name of Agent), certify under penalty of perjury that
_____ (Name of Principal) granted me authority as an agent or
successor agent in the power of attorney dated _____.

I further certify that to my knowledge:

1. The principal is alive and has not revoked the power of attorney or my authority to act under the power of attorney and the power of attorney and my authority to act under the power of attorney have not terminated;
2. If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;
3. If I was named as a successor agent, the prior agent is no longer able or willing to serve.

SIGNATURE AND ACKNOWLEDGMENT

Agent signature

Date: _____

Agent's name printed

Agent's phone number

State of _____)
County of _____) s.s.

The document was subscribed and sworn to before me this day of _____.
by _____.(Name of agent)

_____(Seal, if any)
Signature of notary

My commission expires: _____

POWER OF ATTORNEY INFORMATION FORM

**PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION
REGARDING THIS POWER OF ATTORNEY**

SOCIAL SECURITY NUMBER: _____
(Principal)

SOCIAL SECURITY NUMBER: _____
(Principal)

FORWARDING ADDRESS: _____

ADDITIONAL INFORMATION: _____

NOTARY CONTACT INFORMATION:

NAME: _____

PHONE: _____

ADDRESS: _____

EMAIL: _____