

***Instructions for Completion and Use of the Maryland Real Estate Power of Attorney Form.***

In instances when an individual cannot be physically present at closing or is inaccessible via overnight delivery or e-mail transmission, for the purpose of self-executing the required closing documents, a Power of Attorney may be appropriate.

This Power of Attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). You need not give to your agent all the authorities listed below and may give the agent only those limited powers that you specifically indicate. This Power of Attorney gives your agent the right to make limited decisions for you. You should very carefully weigh your decision as to what powers you give your agent. 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.

If you choose to make a grant of limited authority, you should initial the boxes that identify the specific authorization you choose to give to your agent. **However, for most transactions, simply initial the 'All of the Above' box on page 2 of the document.**

This Power of Attorney does not authorize the agent to make health care decisions for you.

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.

Your agent is not entitled to compensation unless you indicate otherwise in the special instructions of this power of attorney. If you indicate that your agent is to receive compensation, your agent is entitled to reasonable compensation or compensation as specified in the Special Instructions.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a co-agent in the Special Instructions. Co-agents are not required to act together unless you include that requirement in the Special Instructions.

If your agent is unavailable or unwilling to act for you, your Power of Attorney will end unless you have named a successor agent. You may also name a second successor agent.

This Power of Attorney becomes effective immediately unless you state otherwise in the Special Instructions.

**VERY IMPORTANT:** Neither Trustee(s) nor Personal Representative(s)/Executor(s) can delegate authority through a Power of Attorney.

The attached form is acceptable for all real estate transactions in MD. Please carefully follow the instructions below to avoid a closing delay.

- All fields must be **completed legibly**.
- The form must be executed by the individual granting ("Grantor") the Power of Attorney authority in the presence of a **Notary Public**. The form **MUST** be witnessed by two (2) individuals; one of whom may also act as the Notary Public.
- The executed and notarized **original** document, accompanied by a **copy of the Grantor's driver's license or other government issued identification**, must be delivered at least five (5) business days prior to the date of closing.

## **IMPORTANT INFORMATION FOR YOUR AGENT**

### **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 on 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 with care, competence, and diligence for the best interest of the principal;
- (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:

\_\_\_\_\_ by \_\_\_\_\_

(Principal's Name) (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) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (4) 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
- (5) 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 Maryland Power of Attorney Act, Title 17 of the Estates and Trust Article. If you violate the Maryland Power of Attorney Act, Title 17 of the Estates and Trust Article, or act outside the authority granted, you may be liable for any damages caused by your violation.

**STATE OF MARYLAND**

**REAL ESTATE POWER OF ATTORNEY**

**DESIGNATION OF AGENT**

I, \_\_\_\_\_, name the following person as my agent:

Name of Agent: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

Agent's Telephone Number: \_\_\_\_\_

This Real Estate Power of Attorney specifically pertains to the property known as:

\_\_\_\_\_, and more particularly described in Exhibit "A" attached.

I, \_\_\_\_\_, ("the principal") grant my agent and any successor agent, with respect to each subject that I choose below, the authority to do all acts that I could do to:

(1) Demand, receive, and obtain by litigation or otherwise, money or another thing of value to which the principal is, may become, or claims to be entitled, and conserve, invest, disburse, or use anything so received or obtained for the purposes intended;

(2) Contract with another person, on terms agreeable to the agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by or on behalf of the principal;

(3) Execute, acknowledge, seal, deliver, file, or record any instrument or communication the agent considers desirable to accomplish a purpose of a transaction, including creating a schedule contemporaneously or at a later time listing some or all of the principal's property and attaching the schedule to this power of attorney;

(4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in favor of or against the principal or intervene in litigation relating to the claim;

(5) Seek on the principal's behalf the assistance of a court or other governmental agency to carry out an act authorized in this power of attorney;

(6) Engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;

(7) Prepare, execute, and file a record, report, or other document to safeguard or promote the principal's interest under a statute or regulation;

(8) Communicate with representatives or employees of a government or governmental subdivision, agency, or instrumentality, on behalf of the principal;

(9) Access communications intended for, and communicate on behalf of the principal, whether by mail, electronic transmission, telephone, or other means; and

(10) Do lawful acts with respect to the subject and all property related to the subject.

**(Initial each authority you want to include in the agent's general authority. Cross through each authority in any subject that you want to exclude. If you wish to grant general authority over an entire subject, you may initial "All of the above" instead of initialing each authority.)**

## **SUBJECTS AND AUTHORITY – REAL PROPERTY**

With respect to this category, I authorize my agent to:

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;

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;

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, including a reverse mortgage;

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;

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:

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

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

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

(4) Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;  Use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in or incident to which the principal has, or claims to have, an interest or right

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

(1) Selling or otherwise disposing of the stocks and bonds or other property;

(2) Exercising or selling an option, a right of conversion, or a similar right with respect to the stocks and bonds or other property; and

(3) Exercising voting rights in person or by proxy;

Change the form of title of an interest in or a right incident to real property;

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

All of the above.

## **LIMITATION ON AGENT'S AUTHORITY**

An agent that is 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.

## **EFFECTIVE DATE**

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.



**SIGNATURE AND ACKNOWLEDGMENT**

\_\_\_\_\_  
Your Signature (Principal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Your Name Printed (Principal)

\_\_\_\_\_  
Your Address (Principal)

\_\_\_\_\_  
Your Telephone Number (Principal)

STATE OF MARYLAND  
(COUNTY) OF \_\_\_\_\_

This document was acknowledged before me on  
\_\_\_\_\_,  
(Date)

By \_\_\_\_\_.  
(Name of Principal)

\_\_\_\_\_  
(SEAL, IF ANY)

Signature of Notary  
My commission expires: \_\_\_\_\_

**WITNESS ATTESTATION**

The foregoing power of attorney was, on the date written above, published and declared by

\_\_\_\_\_  
(Name of Principal)

in our presence to be his/her power of attorney. We, in his/her presence and at his/her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Witness #1 Name Printed



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Witness #1 Address

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Witness #1 Telephone Number

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Witness #2 Signature

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Witness #2 Name Printed

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Witness #2 Address

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Witness #2 Telephone Number