<<\*AskOptions(radio)\*!**Effective**!Immediate Effect/Springing!\*>>

<<\*AskOptions(radio)\*!**Sex of Grantor**!Male Client/Female Client\*>>

<<\*AskOptional\*!**Children**!Does Grantor have children?\*>>

<<\*AskOptional\*!**Business**!Manage business?\*>>

<<\*AskOptional\*!**RE**!Manage real estate?\*>>

<<\*AskOptional\*!**RestrictSale**!Restrict sale of residence?\*>>

<<\*AskOptions(radio)\*!**Compensation**!1% compensation/Court approval required for compensation/No compensation\*>>

<<\*If\*!**Children**!=“Yes”,<<\*AskOptional\*!**Minors**!Grantor’s children minors (one or more)?\*>>,!**Minors**!=”No”>>

**DURABLE POWER OF ATTORNEY (Limited)**

Date: [Signature Date]

**Creation of Durable Power of Attorney.** By this document I intend to create a durable power of attorney, assigning to the Grantee herein, as my attorney in fact, certain powers to act on my behalf and enumerated below.

**Designation of Agent.** I, [CLIENT NAME], presently a resident of [County] County, [State of Agent Residence], appoint [AGENT NAME] as my true and lawful attorney‑in‑fact (“agent”), to act for me and in my name, place, and stead upon my incapacity.

When my agent signs on my behalf under the powers granted herein, the following form shall be used: *“[CLIENT NAME], by [AGENT NAME],* <<\*Options\*!**Sex of Grantor**!\**his/her>> Attorney in Fact.”*

**Effective Date and Duration.** This durable power of attorney shall become effective <<\*Options\*!**Effective**!\*immediately upon execution and will continue indefinitely, even if I later become incapacitated. It will terminate if I specifically revoke it, or at my death./only upon my incapacity. I shall be conclusively presumed to lack capacity when one (1) physician licensed to practice medicine, executes a written declaration regarding my incapacity, under penalty of perjury. The declaration shall state that, in the physician’s opinion, I do not have sufficient understanding or ability to make or communicate decisions about my property, finances, or business affairs.

 This power of attorney shall continue after my incapacity in accordance with its terms. Upon my death, this power of attorney shall terminate.>>

**Statement of Authority Granted.** My agent is authorized to take the following actions for me:

**<<\*Optional\*!RE!\*Real Property Management:** To manage, control, lease, sublease, and otherwise act concerning my interests in any real property; collect and receive rents or income from such property; pay taxes, charges, and assessments on such property; repair, maintain, protect, preserve, alter, and improve such property; commit my resources and contract on my behalf regarding such property; and do all things necessary or expedient to be done in the agent’s judgment in connection with the property.

**Transfer and Encumber Real Property:** To grant, convey, sell, transfer, mortgage, deed in trust, pledge, and otherwise encumber and deal with any real property now or hereafter owned by me, whether acquired by me or the agent; to attach exhibits to this instrument that provide legal descriptions of all such property; and to execute such instruments as the agent considers proper in conjunction with all matters covered in this subsection. >>

<<\*Optional\*!**Business**!\***Manage Business.** To manage, control and take charge of my [Type of Business] business, commonly known as [Name of Business] and currently located at [Street Address of Business], [City of Business], California, and to do everything necessary to carry on and continue such business. This includes but is not limited to the power to hire and discharge employees; pay employees; provide employee benefits; purchase goods, services, and materials; accept orders; accept payments; execute and accept title documents; issue checks, notes, and title documents; retain legal, accounting, financial, and other advisors; execute and file tax returns and other government forms required of the business; and sell, liquidate, or otherwise terminate the business at such time and on such terms as the agent considers appropriate under the circumstances.

**Manage Partnership Interests:** To manage and control all partnership interests owned by me and to make all decisions I could make as a general partner, limited partner, or both, and to execute all documents required of me as such partner, all to the extent that the agent’s designation for such purposes is allowed by law and is not in contravention of any partnership or other agreement.>>

**Invest:** To invest and reinvest my funds in every kind of property, real, personal, or mixed, and every kind of investment. This specifically includes, but is not limited to, corporate obligations of every kind, preferred or common stocks, shares of investment trusts, investment companies, and mutual funds, and mortgage participations.

**<<\*Optional\*!Minors!\*UGMA:** For each child of mine under age eighteen (18) years, my agent shall retain the donee’s gift as custodian or select another person to whom to distribute the property, as custodian under my states Uniform Gifts to Minors Act.>>

**Tax Matters and Tax Returns:** To prepare and file all income and other federal and state tax returns that I am required to file; to sign my name on tax returns, including Forms IRS 1040 and FTB 540; to hire preparers and advisors and pay for their services; and to do whatever is necessary to protect my assets from assessments for income taxes and other taxes. The agent is specifically authorized to receive confidential information; to receive checks in payment of any refund of taxes, penalties, or interest; to execute waivers (including offers of waivers) of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute closing agreements under Internal Revenue Code section 7121 or any successor statute; and to delegate authority or substitute another representative concerning all the above matters.

<<\*Optional\*!**Children**!\***Pay Tuition and Medical Expenses:**  To make direct payments to providers for tuition and medical care for any of my issue under Internal Revenue Code section 2503(e) or any successor statute that excludes such payments from gift tax liability.>>

*. . .(many powers omitted to shorten example). . .*

**Personal Care, Maintenance, and Medical Needs:** To do all things and enter into all transactions necessary to provide for my personal care, to maintain my customary standard of living, to provide suitable living quarters for me, and to hire and compensate household, nursing, and other employees as the agent considers advisable for my well‑being. The above shall specifically include, but not be limited to, the authority to pay the ongoing costs of maintenance of whatever residence is my primary residence (“residence”) at the time of my incapacity, including interest, taxes, and repairs; to procure and pay for clothing, transportation, medicine, medical care, food, and other needs; and to make arrangements and enter into contracts on my behalf with hospitals, hospices, nursing homes, convalescent homes, and similar organizations.

<<\*Optional\*!**RestrictSale**!\***Restriction on Sale of Property:** The agent shall have no authority to sell my residence unless all my other assets (exclusive of tangible personal property) have been depleted or are insufficient to pay the ongoing costs of my health, support, and maintenance, and I do not qualify for government benefits, it being my desire to return to my residence from any hospital, hospice, nursing home, or similar facility.>>

**General Authority as to Other Matters:** To do, execute, and perform any other act, deed, matter, or thing, that in the opinion of the agent ought to be done, executed, or performed in conjunction with this power of attorney, of every kind and nature, as fully and effectively as I could do if personally present. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the agent except where powers are expressly restricted.

**Ratification.** I hereby ratify and confirm all that the agent shall do, or cause to be done, by virtue of this power of attorney.

**Prior Designation Revoked.** I revoke any prior power of attorney, general or durable, other than any durable power of attorney for health care.

**Reimbursement of Costs; Compensation.** My agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my agent on my behalf under any provision of this document. <<\*Options\*!**Compensation**!\*Any agent designated in this instrument is authorized to compensate himself or herself at the annual rate of one percent (1%) of the net assets that are subject to the authority granted by this durable power of attorney./No agent shall be entitled to compensation for services rendered hereunder without prior court approval, it being my desire that the majority of things that need to be done for me shall be done by the trustee of my revocable trust, for whom compensation is already provided./No agent shall be entitled to compensation for services rendered hereunder.>>

**Execution.** I, the Grantor of this Power of Attorney, sign this document on [Signature Date(ext)].

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

 [Grantor Name]

STATE OF [\*STATES\*] )

 ) ss.

COUNTY OF [COUNTY] )

On the [Signature Date(ext)], before me, [NOTARY NAME], a Notary Public for the State of [\*States\*], personally appeared [Client Name], who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that <<\*Options\*!**Sex of Grantor**!\*he/she>> executed the same in <<\*Options\*!**Sex of Grantor**!\*his/her>> authorized capacity, and that by <<\*Options\*!**Sex of Grantor**!\*his/her>> signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of [\*STATES\*] that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 [Name of Notary], Notary Public