

# **SPECIAL POWER OF ATTORNEY**

## **Appointment**

**KNOW ALL PERSONS BY THIS DOCUMENT:** That I, John A. Doe Jr., a resident of [Address], have made, constituted, and appointed, and by this document do make, constitute, and appoint my father John A. Doe Sr., of 777 Main Street, Dallas, Dallas County, Texas 77777, whose signature is as follows:

\_\_\_\_\_  
John A Doe Sr.

my true and lawful attorney and representative, for me in my name, place, and stead, for the following purposes:

### **POWERS RELATING TO REAL PROPERTY**

I give my attorney-in-fact the powers over the type of real estate transactions listed below. All of the powers described in this paragraph are exercisable equally with respect to any interest that I own in the following real property:

[LEGAL DESCRIPTION HERE]

My attorney-in-fact or agent is empowered to do all of the following:

#### **Transfer**

1.01. Sell, exchange, convey (with or without covenants), quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet, or otherwise dispose of an estate or interest in real property or a right incident to real property.

#### **Mortgages**

1.02. Release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is claimed to exist.

#### **Management**

1.03. Do any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by me, including the following:

- (a) Insure against a casualty, liability, or loss;

- (b) Obtain or regain possession or protect the interest or right by litigation, action, or otherwise;
- (c) Pay, compromise, or contest taxes or assessments or apply for and receive refunds in connection with them; and
- (d) Purchase supplies, hire assistance or labor, or make repairs or alterations in the real property.

### **Improvements**

1.04. Use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in which I have, or claim to have, an estate, interest, or right.

### **Reorganization**

1.05. Participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property, and receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including the following:

- (a) Selling or otherwise disposing of the shares or obligations;
- (b) Exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and
- (c) Voting the shares or obligations in person or by proxy.

### **Change in Form of Title**

1.06. Change the form of title of an interest in or right incident to real property.

### **Public Use**

1.07. Dedicate easements or other real property in which I have, or claim to have, an interest to public use, with or without consideration.

### **Agent's Power to Delegate or Substitute**

1.08. The attorney-in-fact appointed by this document may not delegate or substitute any other person to perform any act authorized by this power.

### **Indemnification by Attorney**

1.09. My attorney has the additional power to indemnify and hold harmless any third party who accepts and acts under this power of attorney from and against any damages which such third party may incur, become liable for, or suffer as a result of such acceptance and action.

### **Grant of Power and Authority**

1.10. I GIVE AND GRANT this attorney full power and authority to do and perform every act necessary, proper, or desirable to be done in the exercise of any of the foregoing powers as fully as I might or could do if personally present, with full power of substitution and revocation. By this document I ratify all that my attorney shall lawfully do or cause to be done.

### **Indemnification by Grantor**

1.11. I hereby bind myself to indemnify my attorney against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs, and reasonable attorney's fees which my attorney at any time may sustain or incur in connection with carrying out the authority granted such attorney by this document.

### **Bonding Requirements**

1.12. My attorney shall not be obligated to furnish bond or other security.

### **Authorization to Sue Third Parties Who Fail to Act Pursuant to Power of Attorney**

1.13. If any third party (including, but without limitation, stock transfer agents, title insurance companies, banks, credit unions, and savings and loan associations) with whom my attorney seeks to transact refuses to recognize my attorney's authority to act on my behalf pursuant to this power of attorney, I authorize my attorney to sue and recover from such third party all resulting damages, costs, expenses, and attorney's fees that are incurred because of such failure to act. The costs, expenses, and attorney's fees incurred in bringing such action shall be charged against my general assets, to the extent that they are not recovered from said third party.

### **Choice of Law and Severability**

1.14. This power of attorney has been drawn and executed subject to the laws of the State of Texas, where it will be administered, and its validity, construction, and all rights hereunder shall be governed by the laws of the State of Texas. If any provision or provisions of this power of attorney shall be held invalid or inoperative, the remaining provisions of this power of attorney shall be given full effect and shall be considered valid and operative, and effect shall be given to the intent manifested by the provision or provisions held invalid or inoperative.

### **Binding Effect**

1.15. I declare by this instrument that any act or thing lawfully done under it by my attorney shall be binding on myself and my heirs, legal and personal representatives, and

assigns. This power of attorney may be filed for record in any appropriate public office.

**Term and Revocation**

1.16. This power of attorney is granted for a period of three (3) months, shall become effective upon the date of signing hereof, and shall terminate on **November 15, 2005**. This power of attorney is IRREVOCABLE for such period.

**Headings**

1.17. The headings above the various provisions of this document have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this document or in ascertaining my intentions.

**IN CONFIRMATION OF THIS DOCUMENT** I sign my name on this the \_\_\_\_ day of August, 2005.

\_\_\_\_\_  
John A. Doe Jr.

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_§

**BEFORE ME**, the undersigned authority, on this day appeared John A. Doe Jr., who acknowledged that he signed the above document for the purposes and considerations expressed therein.

**SIGNED** on this the \_\_\_\_ day of August, 2005.

\_\_\_\_\_  
Notary Public, State of Texas