

NEW YORK REAL ESTATE POWER OF ATTORNEY

CAUTION TO THE PRINCIPAL:

Your Power of Attorney is an important document. As the "Principal," you may give the person whom you choose (your "Agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your Agent similar authority.

When your Agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your Agent's responsibilities.

Your Agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your Agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior Agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an Agent for acting improperly.

Your Agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.nysenate.gov or www.nyassembly.gov.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

DESIGNATION OF AGENT(S)

I, _____, hereby appoint:
Name and Address of Principal

Name(s) and Address(es) of Agent(s)

If you designate more than one Agent above, and you do not initial the statement below, they must act together.

(_____) My Agents may act SEPARATELY.



DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If any Agent designated above is unable or unwilling to serve, I appoint as my successor agent(s):

Name(s) and Address(es) of Successor Agent(s)

If you do not initial the statement below, Successor Agents designated above must act together.

(_____) My Successor Agents may act SEPARATELY.

You may provide for specific succession rules in this section. Insert specific succession provisions here:

EFFECTIVE DATE AND TERMINATION

To indicate when this Power of Attorney shall become effective, initial **ONE** of the following:

- (_____) Upon the date of this Power of Attorney and with my authorization.
- (_____) The following date: _____.

To indicate when this Power of Attorney shall terminate, initial **ALL** of the following that apply:

- (_____) On the following date:
- (_____) When I draft and execute a written revocation of this Power of Attorney.
- (_____) If and when I become incapacitated and unable to make decisions as determined by a physician.

THIS POWER OF ATTORNEY DOES NOT REVOKE any Powers of Attorney previously executed by me unless I have stated otherwise below, under "Modifications."

REAL ESTATE

This Power of Attorney is in reference to: (check **one**)

A Single Property. A single property described as follows:

Multiple Properties. For any property, partially or wholly owned, by the Principal.

The properties covered by this Power of Attorney, as identified above, are further described in the affixed "**Schedule A**" attachment.

GRANT OF AUTHORITY

To grant your Agent(s) some or all of the authority pertaining to real estate transactions below, initial the line next to each authority that you grant.

The Principal hereby grants authority the Agent(s) to negotiate, execute, modify, and deliver any documents with respect to real estate transactions as defined in Sections 5-1502A through 5-1502N of the New York General Obligations Law:

- (_____) (A) - To accept as a gift, or as security for a loan, to reject, to demand, to buy, to lease, to receive, or otherwise to acquire either ownership or possession of any estate or interest in land;
- (_____) (B) - To sell, to exchange, to convey either with or without covenants, to quit-claim, to release, to surrender, to mortgage, to incumber, to partition or to consent to the partitioning, to create, modify or revoke a trust to grant options concerning, to lease or to sublet, or otherwise to dispose of, any estate or interest in land;
- (_____) (C) - To release in whole or in part, to assign the whole or a part of, to satisfy in whole or in part, and to enforce by action, proceeding or otherwise, any mortgage, incumbrance, lien or other claim to land which exists, or is claimed to exist, in favor of the Principal;
- (_____) (D) - To do any act of management or of conservation with respect to any estate or interest in land owned, or claimed to be owned, by the principal, including by way of illustration, but not of restriction, power to insure against any casualty, liability or loss, to obtain or to regain possession or to protect such estate or interest by action, proceeding or otherwise, to pay, to compromise or to contest taxes or assessments, to apply for refunds in connection therewith, to purchase supplies, to hire assistance or labor and to make repairs or alterations in the structures or lands;
- (_____) (E) - To utilize in any way, to develop, to modify, to alter, to replace, to remove, to erect or to install structures or other improvements upon any land in which the Principal has, or claims to have, any estate or interest;
- (_____) (F) - To demand, to receive, to obtain by action, proceeding or otherwise, any money, or other thing of value to which the Principal is, or may become, or may claim to be entitled as the proceeds of an interest in land or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the Agent(s) for any expenditures properly made by him in the execution of the powers conferred on him by this Power of Attorney;
- (_____) (G) - To participate in any reorganization with respect to real property and to receive and to hold any shares of stock or instrument of similar character received in accordance with such plan of reorganization, and to act with respect thereto, including by way of illustration, but not of restriction, power to sell or otherwise to dispose of such shares, or any of them, to exercise or to sell any option, conversion or similar right with respect thereto, and to vote thereon in person or by the granting of a proxy;

- (_____) (H) - To agree and to contract, in any manner, and with any person and on any terms, which the Agent(s) may select, for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the Principal;
- (_____) (I) - To execute, to acknowledge, to seal and to deliver any deed, creation, modification or revocation of a trust, mortgage, lease, notice, check or other instrument which the Agent(s) may think useful for the accomplishment of any of the purposes enumerated in this section;
- (_____) (J) - To prosecute, to defend, to submit to alternative dispute resolution, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the Principal based on or involving any real estate transaction or to intervene in any action or proceeding relating thereto;
- (_____) (K) - To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the Agent(s) shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and
- (_____) (L) - In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to any estate or interest in land.

MODIFICATIONS (OPTIONAL)

In this section, you may make additional provisions, including, but not limited to, language to limit or supplement authority granted to your Agent(s), language to grant your Agent(s) the specific authority to make gifts to himself or herself, and/or language to grant your Agent(s) the specific authority to make other gift transactions and/or changes to interests in your property. Your Agent(s) is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. In this section, you may make additional provisions if you ALSO wish your Agent(s) to be compensated from your assets for services rendered on your behalf, and you may define "reasonable compensation."

DESIGNATION OF MONITOR(S) (OPTIONAL)

If you wish to appoint monitor(s), initial and fill in the section below.

(_____) I wish to designate:

, as Monitor(s)

Name(s) and Address(es) of Monitor(s)

Upon the request of the Monitor(s), my Agent(s) must provide the Monitor(s) with a copy of the Power of Attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the Monitor(s) upon request.

COMPENSATION OF AGENT(S)

Your Agent(s) is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your Agent(s) to be compensated from your assets for services rendered on your behalf, and/or you wish to define "reasonable compensation," you may do so above, under "Modifications."

(_____) My Agent(s) shall be entitled to reasonable compensation for services rendered.

ACCEPTANCE BY THIRD PARTIES

I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

(Signature Pages Follow)



SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, I have hereunto signed my name on _____.

Principal's Signature

Full Name of Principal

NOTARY ACKNOWLEDGMENT OF PRINCIPAL'S SIGNATURE:

STATE OF NEW YORK)

) ss.

COUNTY OF _____)

On the _____ day of _____ in the year 20____ before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

Notary Public Signature

Notary Printed Name

Title or Office

My Commission Expires



SIGNATURES OF SUBSCRIBING WITNESSES:

By signing as a witness, I acknowledge that the Principal signed the Power of Attorney in my presence and in the presence of the other witness, or that the Principal acknowledged to me that the Principal's signature was affixed by him or her or at his or her direction. I also acknowledge that the Principal has stated that this Power of Attorney reflects his or her wishes and that he or she has signed it voluntarily. I am not named herein as an Agent or as a permissible recipient of gifts.

FIRST WITNESS

SECOND WITNESS

Print Name

Address

City & State

Signature of First Witness

Date

Print Name

Address

City & State

Signature of Second Witness

Date

IMPORTANT INFORMATION FOR THE AGENT(S)

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 responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- 1) act according to any instructions from the Principal, or, where there are no instructions, in the Principal's best interest;
- 2) avoid conflicts that would impair your ability to act in the Principal's best interest;
- 3) keep the Principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- 4) keep a record of all transactions conducted for the Principal or keep all receipts of payments and transactions conducted for the Principal; and
- 5) disclose your identity as an Agent whenever you act for the Principal by writing or printing the Principal's name and signing your own name as "Agent" in either of the following manners: (Principal's Name) by (your signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the Principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the Principal has specifically granted you that authority in the modifications section of Power of Attorney. If you have that authority, you must act according to any instructions of the Principal or, where there are no such instructions, in the Principal's best interest.

You may resign by giving written notice to the Principal and to any co-Agent, Successor Agent(s), Monitor(s), if one has been named in this document, or the Principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of Agent(s):

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT

It is not required that the Principal and the Agent(s) sign at the same time, nor that multiple Agents sign at the same time. **(Please use a separate copy of this Signature and Acknowledgement page for each Agent appointed above.)**

I, _____, have read the foregoing Power of Attorney. I am the person identified therein as Agent for the Principal named therein.

I acknowledge my legal responsibilities.

IN WITNESS WHEREOF, I have hereunto signed my name on _____.

Agent's Signature

Full Name of Agent

NOTARY ACKNOWLEDGMENT OF AGENT'S SIGNATURE:

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On the _____ day of _____ in the year 20____ before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

Notary Public Signature

Notary Printed Name

Title or Office

My Commission Expires



SUCCESSOR AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT

It is not required that the Principal and the Successor Agent(s), if any, sign at the same time, nor that multiple Successor Agents sign at the same time. Furthermore, Successor Agent(s) cannot use this Power of Attorney unless the Agent(s) designated above is/are unable or unwilling to serve. (Please use a separate copy of this Signature and Acknowledgement page for each Successor Agent appointed above.)

I, _____, have read the foregoing Power of Attorney. I am the person identified therein as Successor Agent for the Principal named therein.

IN WITNESS WHEREOF, I have hereunto signed my name on _____.

Successor Agent's Signature

Full Name of Successor Agent

NOTARY ACKNOWLEDGMENT OF SUCCESSOR AGENT'S SIGNATURE:

STATE OF NEW YORK)

) ss.

COUNTY OF _____)

On the _____ day of _____ in the year 20_____ before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

Notary Public Signature

Notary Printed Name

Title or Office

My Commission Expires



THIS DOCUMENT WAS PREPARED BY:

Full Name of Preparer

Title or Office

Address

City

State

Zip

Phone

Email

This space intentionally left blank

SCHEDULE A
REAL PROPERTY SPECIFICALLY COVERED
BY THIS POWER OF ATTORNEY

Property included and/or excluded from this Power of Attorney:
