

State of South Dakota

# SOUTH DAKOTA LIMITED (SPECIAL) POWER OF ATTORNEY

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## IMPORTANT INFORMATION

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.

This power of attorney does not authorize the agent to make medical and 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 entitled to reasonable compensation unless you state otherwise in the Special Instructions.

This form provides for the designation of two agents. If you wish to name more than two agents, you may name the additional agents in the Special Instructions.

If your agent is unable 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.

**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 this form.**

## DESIGNATION OF AGENT(S)

I, \_\_\_\_\_ [Name of Pincipal] of \_\_\_\_\_ [Address],  
authorize \_\_\_\_\_ [Name of Agent] of \_\_\_\_\_ [Address]  
and \_\_\_\_\_ [Optional Name of Co-agent] of \_\_\_\_\_  
[Address], as my agent(s) (attorney(s)-in-fact) to act for me and in my name and for my use and benefit. If  
my agent(s) is unable or unwilling to act for me, I name \_\_\_\_\_ [Name of Successor Agent] of  
\_\_\_\_\_ [Address] and \_\_\_\_\_ [Optional Name of  
Second Successor Agent] of \_\_\_\_\_ [Address] as my successor  
agent(s).

(If applicable)

Agents I designated above must act  jointly  separately.

I hereby give notice that I have revoked, and do hereby revoke, any previous power of attorney given or empowering another agent to act as my true and lawful attorney in fact. I declare that all power and authority granted under said power of attorney is hereby revoked and withdrawn.



**GRANT OF SPECIFIC AUTHORITY**

I, \_\_\_\_\_ [Name of Principal], grant \_\_\_\_\_  
[Name of Agent(s)] specific authority to act for me and in my name, in any way which I could do if present.

My agent(s) has the authority to act on my behalf for the following:

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

This authority is confined strictly to the acts specified here and does not extend to any other acts. It will be valid for the period stated in the Effective Date section, unless I have stated otherwise in a subsequent legal document or in the Special Instructions of this document.

**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.

**SPECIAL INSTRUCTIONS (OPTIONAL)**

You may give special instructions on the following lines:

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

**EFFECTIVE DATE**

This power of attorney is effective (Check one):

- immediately
- on \_\_\_\_\_, 20\_\_
- upon the occurrence of the following event or contingency: \_\_\_\_\_
- upon the incapacity of the principal

(If applicable)

This power of attorney will remain in effect until (Check one):

- \_\_\_\_\_, 20\_\_, unless earlier revoked or terminated by the specific conditions stated in the Termination.



the occurrence of the following condition:  
\_\_\_\_\_, unless earlier revoked or terminated by the  
specific conditions stated in the Termination.

\_\_\_\_\_, 20\_\_\_, or upon the occurrence of the following condition:  
\_\_\_\_\_, whichever occurs earlier, unless earlier  
revoked or terminated by the specific conditions stated in the Termination.

### TERMINATION

Regular Limited Power of Attorney. This power of attorney will automatically terminate upon the earliest of the following:

1. Completion of the specified act or transaction for which this power of attorney was granted.
2. A specific date or event as mentioned in the 'Effective Date' section of this document.
3. My revocation of this power of attorney in writing or the agent dies, becomes incapacitated, or resigns and the power of attorney does not provide for another agent to act under the power of attorney
4. My death.
5. Upon my disability or incapacity, if the power of attorney is not durable.

Durable Limited Power of Attorney. This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time but will automatically terminate upon the earliest of the following:

1. Completion of the specified act or transaction for which this power of attorney was granted.
2. A specific date or event as mentioned in the 'Effective Date' section of this document.
3. My revocation of this power of attorney in writing or the agent dies, becomes incapacitated, or resigns and the power of attorney does not provide for another agent to act under the power of attorney.
4. My death.

Any action taken by the agent under this power of attorney before its termination in reliance upon it will be valid unless the third party knew or should have known of the termination.

### NOMINATION OF GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a guardian of my estate or my person, I nominate the following person(s) for appointment:

Name of Nominee for guardian of my estate: \_\_\_\_\_

Nominee's Address: \_\_\_\_\_

Nominee's Telephone Number: \_\_\_\_\_

Name of Nominee for guardian of my person: \_\_\_\_\_

Nominee's Address: \_\_\_\_\_

Nominee's Telephone Number: \_\_\_\_\_

### RELIANCE ON THIS POWER OF ATTORNEY



Any person, including my agent(s), may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

**SIGNATURE AND ACKNOWLEDGMENT**

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

(If applicable)

by:

Representative name printed: \_\_\_\_\_

Representative signature: \_\_\_\_\_

signing on behalf of:

\_\_\_\_\_  
Principal's Name Printed

\_\_\_\_\_

\_\_\_\_\_  
Principal's Address

\_\_\_\_\_  
Principal's Telephone Number

\_\_\_\_\_  
First Witness' Signature

\_\_\_\_\_  
First Witness' Name

\_\_\_\_\_  
Second Witness' Signature

\_\_\_\_\_  
Second Witness' Name

**NOTARY PUBLIC**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ [Name of Principal/Representative], personally known to me or who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same and that by his/her signature on this instrument the person executed this instrument.

\_\_\_\_\_  
Signature of Notary

(Seal, if any)



My commission expires: \_\_\_\_\_



## **IMPORTANT INFORMATION FOR AGENT(S)**

### **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 shall:

- (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 shall 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 shall 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 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, W.S. 3-9-101 through 3-9-403. If you violate the Uniform Power of Attorney Act, W.S. 3-9-101 through 3-9-403, 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.

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

State of \_\_\_\_\_  
County of \_\_\_\_\_

I, \_\_\_\_\_ [Name of Agent], certify under penalty of perjury that \_\_\_\_\_ [Name of Principal] granted me authority as an agent or successor agent in a 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; and

(4) \_\_\_\_\_  
\_\_\_\_\_ [Insert other relevant statements]

(If applicable)

State of \_\_\_\_\_  
County of \_\_\_\_\_

I, \_\_\_\_\_ [Name of Co-Agent], certify under penalty of perjury that \_\_\_\_\_ [Name of Principal] granted me authority as an agent or successor agent in a 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; and

(4) \_\_\_\_\_  
\_\_\_\_\_ [Insert other relevant statements]



**SIGNATURE AND ACKNOWLEDGMENT OF AGENT(S)**

Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Agent's Name Printed: \_\_\_\_\_  
Agent's Address: \_\_\_\_\_  
Agent's Telephone Number: \_\_\_\_\_

(If applicable)

Co-agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Co-agent's Name Printed: \_\_\_\_\_  
Co-agent's Address: \_\_\_\_\_  
Co-agent's Telephone Number: \_\_\_\_\_

**NOTARY PUBLIC**

State of \_\_\_\_\_  
County of \_\_\_\_\_

This document was acknowledged before me on \_\_\_\_\_, by  
\_\_\_\_\_ [Name of Agent].

Signature of Notary \_\_\_\_\_  
(Seal, if any)

My commission expires: \_\_\_\_\_  
This document prepared by: \_\_\_\_\_

(If applicable)

State of \_\_\_\_\_  
County of \_\_\_\_\_

This document was acknowledged before me on \_\_\_\_\_, by  
\_\_\_\_\_ [Name of Co-agent].

Signature of Notary \_\_\_\_\_  
(Seal, if any)

My commission expires: \_\_\_\_\_  
This document prepared by: \_\_\_\_\_

