**SPECIAL DURABLE POWER OF ATTORNEY**

**for**

**REPRESENTATION IN A MEDIATION**

1. The express purpose of this Special Power of Attorney is the authorization given by the

named Principal to the named Agent for representation of the named Principal in a Mediation

function in which the named Principal will not attend.

2. The Mediation function involved is in Cause No. \_\_\_\_\_\_ filed in the \_\_\_\_\_\_\_ District Court of

\_\_\_\_\_\_\_\_\_ County, Texas, styled as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. The Mediator is Judge Gil Jones and the mediation will take place at his office located at

1307 2nd Street, Suite D, Marble Falls, Texas, commencing at \_\_\_\_\_A.M./P.M. on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. The Agent is:

(address and telephone number for Principal)

(address and telephone number of Agent)

5. Effective Date: (date signed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Expiration Date: Upon conclusion of the mediation by either reaching and executing an agreement or declaration of impasse by the Mediator.

7. POWERS GRANTED BY PRINCIPAL TO AGENT:

A. Agent shall have full and unlimited authority to represent Principal in the mediation;

B. Agent shall have full and unlimited authority to settle all matters in dispute in the

mediation without qualification or condition;

C. Agent shall have full and unlimited authority to sign everything necessary or appropriate

to accomplish the powers granted to Agent by Principal;

D. Principal hereby binds Principal and Principal's heirs and personal representatives to indemnify and hold Agent harmless from all claims, demands, losses, damages, actions, and

expenses that Agent may sustain or incur in connection with carrying out the authority

granted to Agent in this power of attorney.

8. This a durable power of attorney under Chapter XII of the Texas Probate Code which is not

affected by subsequent disability or incapacity of the Principal and will not lapse because of a

passage of time but it will expire on any stated Expiration Date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Principal

STATE OF TEXAS | COUNTYOF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subscribed and sworn to before me on \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Seal)

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

(Notary’s Signature)

Notary Public, State of Texas