

DRAFT

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made

2011

BY OBERON COUNCIL ("the Council")

WHEREAS

- (a) The Council has resolved to appoint its General Manager as its Attorney so as to enable her/him to act on behalf of Council and to enable the General Manager to execute instruments resulting from resolutions made by the Council from time to time in accordance with the provisions of Local Government Act 1993 as amended.

NOW THIS POWER OF ATTORNEY WITNESSES and the Council DOES HEREBY NOMINATE, CONSTITUTE AND APPOINT the General Manager of the Council for the time being and from time to time holding such office to be the Attorney of the Council for and in the name of and on behalf of the Council to sign any document which the Council would be required to sign for the purposes listed in the Schedule hereunder **PROVIDED** that the General Manager is not and neither is her husband *and/or his wife* or any child or other close relative of her/him personally a party to the document **AND** for the purpose of this Power of Attorney the expression "General Manager" shall mean the person appointed to that position by the Council pursuant to the Local Government Act 1993 as amended or the person temporarily acting in that capacity in the absence of the General Manager **AND** the Council does further declare that:

1. This Power of Attorney shall continue in force until notice of the revocation of the same shall have been received by the Attorney;
2. The Council will from time to time and at all times ratify and confirm whatever the Attorney lawfully does or causes to be done pursuant to this Power of Attorney;
3. No person or body corporate shall be bound to inquire whether any person who has signed any document pursuant to this Power of Attorney is the holder of the position of General Manager.

THE SCHEDULE

An agreement for the sale or purchase of any real property or any other form of personal property;

The transfer of any land or any other form of personal property;

The acceptance of the transfer of any land or personal property;

Any form of loan agreement;

The acceptance of any mortgage or other form of security over land or any other property;

The release of any mortgage or other form of security over land or any other property whether registered or unregistered (including any form of withdrawal of caveat or vacation of causes, writs and orders);

Any plan of subdivision of land in which the Council has an interest including any plan accepting a dedication of land for any purpose;

Any instrument creating an easement(s) over land or releasing varying or modifying any such easement(s);

The consent to the subdivision of land which is subject to a mortgage or other form of security in favour of the Council;

The consent to the grant of any easement and/or covenant affecting land which is the subject of a mortgage or other form of security in favour of the Council;

The lease of any land or any other property;

The consent to the assignment of the lease of any property;

The surrender of the lease of any property;

Any guarantees and indemnities by the Council;

Any agreement for the provision of services by the Council;

Any joint venture agreement involving the Council;

Any form of Licence for the use of any property or to permit any activity;

The deposit of any money with any financial institution on behalf of the Council;

The granting and accepting of options in respect of the acquisition or sale of any property whether real or personal or corporeal or incorporeal;

Any instrument creating, releasing, varying or modifying any restriction or covenant affecting land.

IN WITNESS WHEREOF the Oberon Council has affixed its Seal on the date hereinbefore written.

THE COMMON SEAL OF OBERON COUNCIL was hereunto affixed in the presence of and pursuant to the resolution of Council's meeting on _____

Mayor

General Manager