

CONSERVATION AGREEMENT

Conservation Agreement for the
protection and conservation of the
Growling Grass Frog (*Litoria
raniformis*) at 803-853 Taylors
Road, Caroline Springs VIC

Minister for the Environment on behalf of the
Commonwealth of Australia

Thanh Hoai Luong & Cuong Van Nguyen

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Details

Parties

1. Minister for the Environment (**Minister**) on behalf of the Commonwealth (**Commonwealth**)
2. Thanh Hoai Luong & Cuong Van Nguyen (**Owner**)

Recitals

- A. Section 305(1)(a) of the EPBC Act provides that the Minister may, on behalf of the Commonwealth, enter into a conservation agreement for the protection and conservation of biodiversity in the Australian jurisdiction. ...
- B. Pursuant to sections 305(1A)(a) and 305(1A)(c) of the EPBC Act, the purpose of this Agreement is to:
 - (a) provide for the protection and conservation of the GGF and its Habitat; and
 - (b) provide for the abatement of processes, and the mitigation or avoidance of actions, that might adversely affect the GGF and its Habitat.
- C. The Minister, on behalf of the Commonwealth, has agreed to enter into this Agreement with the Owner under section 305(1)(a) of the EPBC Act to give effect to the purpose described in Recital B.
- D. For the purposes of section 305(2) of the EPBC Act, the Minister is satisfied that:
 - (a) the implementation of this Agreement will result in a net benefit to the conservation of biodiversity; and
 - (b) this Agreement is not inconsistent with any recovery plan, threat abatement plan or wildlife conservation plan.
- E. Pursuant to section 307 of the EPBC Act, this Agreement is binding on the Commonwealth and the Owner, and anyone else who is a successor to the whole or any part of the Owner's Interest in the Land.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Agreement, except where the contrary intention is expressed, terms have the meaning they are given in the EPBC Act and otherwise the following definitions are used:

Agreement	this agreement between the Minister and the Owner including its Schedules and Annexures, as amended from time to time in accordance with section 308 of the EPBC Act or clause 10 of this Agreement.
Agreement Details	Schedule 1 of this Agreement.

Approval	the approval granted under sections 130 and 133 of the EPBC Act in respect of EPBC referral 2020/8640 and subject to the conditions of approval as varied from time to time.
Business Day	in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in that place.
Commencement Date	the date this Agreement commences in accordance with clause 2(a).
Commonwealth	the Commonwealth of Australia.
Conservation Activity	the actions specified in clause 6.3.
Conservation Activity Objective	the objective specified in clause 6.2.
Department	the Commonwealth agency responsible for administering the EPBC Act, currently the Department of Agriculture, Water and the Environment.
Electronic Communication	has the same meaning as in the <i>Electronic Transactions Act 1999</i> (Cth).
Draft Plan of Subdivision	the draft plan of subdivision PS843503V, version 6, contained at Annexure 1 to this Agreement, or any subsequent version approved by the Minister in writing from time to time.
EPBC Act	the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth).
GGF	the Growling Grass Frog (<i>Litoria raniformis</i>).
GGF CMP	the Conservation Management Plan: Growling Frogs Estate, 803 Taylors Rd, Caroline Springs (Tactecol 24 November 2021), or any subsequent version approved by the Minister from time to time.
Habitat	vegetation, logs, rocks or waterbodies supporting the GGF at the Land, including the Offset Habitat, once established.
Interest	the Owner's interest in the Land at the date of this Agreement, as the registered proprietor of the Land in fee simple.
Land	the land identified as "Reserve No. 3" and "BB" on the Draft Plan of Subdivision and, as at the Commencement Date, forming part of the Subdivision Property.
Law	any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government.

**Landscape
Masterplan**

the Landscape Masterplan contained in the GGF CMP.

Minister

the Minister administering the EPBC Act or a delegate of the Minister pursuant to section 515(1) of the EPBC Act.

Offset Habitat

vegetation, logs, rocks and waterbodies supporting GGF and its habitat, required to be established by the Owner under clause 6.3(b)(i).

Security Interest

- (a) any mortgage, pledge, lien, charge or other preferential right, trust arrangement, agreement or arrangement of any kind given or created by way of security, including a security interest (as defined in the *Personal Property Securities Act 2009* (Cth)); and
- (b) any agreement to create or grant any arrangement described in paragraph (a) of this definition.

Subdivision Property

the land known as 803-853 Taylors Road, Caroline Springs, Victoria, identified as Lot 1 on Title Plan 817380U and Volume 8782 Folio 168.

1. Interpretation

In this Agreement, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) the meaning of general words is not limited by specific examples introduced by meaning of, for example or similar expressions;
- (d) a reference to a clause, paragraph, Schedule or Annexure is to a clause or paragraph of, or Schedule or Annexure to, this Agreement;
- (e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to AUD, A\$, \$A, dollar or \$ is to Australian currency;
- (g) a reference to time is to the time in the place where the obligation is to be performed;
- (h) a reference to a party is to a party to this Agreement and includes the party's executors, administrators, successors and permitted assignees, delegates and substitutes;
- (i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (j) a government agency or department includes any successor or replacement of that government agency or department;
- (k) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and
- (m) the word 'includes' in any form is not a word of limitation.

2. Agreement Period

- (a) This Agreement commences on the date of execution by the last party.
- (b) This Agreement operates in perpetuity, unless:
 - i. the parties agree in writing that this Agreement should end;
 - ii. the Agreement is terminated under clause 10; or
 - iii. the Agreement is terminated under the EPBC Act.

3. Priority of documents

If there is any inconsistency between any of the documents forming part of this Agreement those documents will be interpreted in the following order of priority to the extent of the inconsistency:

- (a) the 'Agreed terms' of this Agreement (being clauses 1 through to 12) and Schedule 1 - Agreement Details;
- (b) any Annexure(s) in their order of appearance; and
- (c) documents incorporated by reference in this Agreement.

4. Acknowledgment

- (a) The parties acknowledge and agree that:
 - (i) this is a conservation agreement entered into under section 305(1)(a) of the EPBC Act for the protection and conservation of biodiversity in the Australian jurisdiction; and
 - (ii) the purpose of this Agreement is to provide for:
 - (A) the protection and conservation of the GGF and its Habitat; and
 - (B) the abatement of processes, and the mitigation or avoidance of actions that might adversely affect the GGF and its Habitat.
- (b) The Minister acknowledges and agrees that for the purposes of section 305(2)(a) of the EPBC Act, the Minister is satisfied that:
 - (i) this Agreement will result in a net benefit to the conservation of biodiversity; and
 - (ii) this Agreement is not inconsistent with any recovery plan, threat abatement plan or wildlife conservation plan.

5. Subdivision of the Land

5.1 Subdivision from the Subdivision Property

- (a) The Owner must do all things reasonably necessary to cause the Land to be subdivided from the Subdivision Property, in accordance with the Draft Plan of Subdivision.
- (b) The Owner must not make any changes to the Draft Plan of Subdivision as it relates to the Land, without the Minister's prior written consent.
- (c) For the purposes of clause 5.1(b), the Minister's consent must not be unreasonably withheld if the proposed changes to the Draft Plan of Subdivision do not involve any changes in relation to the Land (as shown on the Draft Plan of Subdivision).
- (d) To the extent that the subdivision of the Land from the Subdivision Property will result in the Land, or part of the Land, being transferred to, or vested in

any person other than the Owner, clause 9 will apply in relation to the change of ownership in the Land.

- (e) Within 2 Business Days after the subdivision of the Land from the Subdivision Property, the Owner must notify the Minister of the subdivision and the new volume and folio identifier for the Land or each part of the Land.

5.2 Registration of this Agreement

- (a) No later than 5 Business Days after the subdivision of the Subdivision Property, the Owner must submit an application to the Victorian Land Registry Services to have this Agreement registered or noted on the certificate of title for the Land.
- (b) Within 5 Business Days after the Agreement having been registered or noted on the certificate of title for the Subdivision Property, the Owner must notify the Minister of the registration or notation of the Agreement.

6. Conservation Activity

6.1 Obligation to carry out the Conservation Activity

The Owner must carry out the Conservation Activity:

- (a) as described in clause 6.3 of this Agreement;
- (b) to protect and conserve the GGF and its Habitat on the Land in accordance with the GGF CMP;
- (c) in accordance with all applicable Laws;
- (d) so as to deliver the Conservation Activity Objective and meet all reporting requirements, in accordance with the requirements of this Agreement; and
- (e) otherwise in accordance with the provisions of this Agreement.

6.2 Conservation Activity Objective

The Conservation Activity Objective is to:

- (a) by the deadline specified in the GGF CMP, establish the Offset Habitat in accordance with the Landscape Masterplan and the GGF CMP; and
- (b) in perpetuity, protect and conserve the GGF and its Habitat on the Land.

6.3 Conservation Activity Description

- (a) During the term of the Agreement, the Owner must comply with and implement, in full, all requirements in the GGF CMP that apply to the Land, whether expressed in the GGF CMP as being an obligation of Jen & Jacq Developments Pty Ltd or the Owner, and including by implementing all actions and requirements of the GGF CMP by the relevant timeframes specified therein.
- (b) Without limiting clause 6.3(a), the Owner must:
 - (i) by the deadline specified in the GGF CMP, establish the Offset Habitat in accordance with the Landscape Masterplan and the GGF CMP;

- (ii) apply the mitigation and management actions described in the GGF CMP applying to the Land; and
- (iii) not take any action on the Land that would prevent or otherwise impede the implementation of the GGF CMP or this Agreement.

7. Representation and warranties

The Owner represents and warrants to the Minister that:

- (a) it is the registered proprietor of the Land;
- (b) it has full power and authority to enter into, perform and observe its obligations under this Agreement;
- (c) it is not aware of any caveat, agreement, restriction or impediment, legal or otherwise, preventing it from causing the Land to be subdivided from the Subdivision Property, in accordance with clause 5.1 of this Agreement;
- (d) the execution, delivery and performance of this Agreement has been duly and validly authorised by the Owner; and
- (e) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to the knowledge of any of its officers after due inquiry, are threatened which if adversely decided, could have an adverse effect on the Owner's ability to perform its obligations under this Agreement.

8. Review and reporting of this Agreement

8.1 Review

- (a) The Minister may direct the Owner to undertake a review of the operation of this Agreement, including the Schedules, at any time during the term of the Agreement.
- (b) A direction by the Minister under clause 8.1(a) may include:
 - (i) the terms of the review;
 - (ii) the scope of the review; and
 - (iii) the date by which the review will be completed,
 provided that, the Minister consults with the Owner prior to giving the direction.
- (c) The Owner must comply with any direction given by the Minister under clause 8.1(a), including by providing to the Minister a written report setting out the findings of its review within 30 Business Days of the Minister's direction under clause 8.1(a) (or such later time as agreed between the parties).
- (d) A review may be linked to a report provided under clause 8.2.
- (e) This clause does not limit the Minister's powers to terminate or vary this Agreement under section 308 of the EPBC Act.
- (f) The Owner must bear its own costs of any review undertaken, and reports prepared, pursuant to this clause 8.1.

8.2 Reporting

- (a) During the first 10 years from the Commencement Date, the Owner must monitor and provide to the Minister on an annual basis, a report on compliance with, and the implementation and effectiveness of, this Agreement and the GGF CMP.
- (b) On the date that is 14 years after the Commencement Date, and every four years thereafter, the Owner must, monitor and provide to the Minister, a report on compliance with, and the implementation and effectiveness of, this Agreement and the GGF CMP, unless the Minister agrees in writing that such reports are:
 - (i) no longer required; or
 - (ii) are required on a less frequent basis than every four years.
- (c) To the extent that the Owner's obligations under clauses 8.2(a) and 8.2(b) may be satisfied through the provision of documents or reports in compliance with the reporting requirements of the Approval holder under the conditions of the Approval, the provision of such documents or reports in compliance with the conditions of the Approval will be taken to satisfy the Owner's obligations under clauses 8.2(a) and 8.2(b).

8.3 Right to inspect

- (a) The Minister or their representatives may, at any time upon first giving reasonable notice to the Owner, enter onto the Land for any purpose, including to inspect the condition of the Land, including the Habitat, and monitor compliance with this Agreement.
- (b) The Owner must not obstruct access by the Minister or their representatives to the Land in accordance with clause 8.3(a).
- (c) The Owner must provide any reasonable assistance requested by the Minister or their representatives and must make themselves available to discuss compliance and other relevant matters with the person conducting the inspection.
- (d) The Minister or their representative may request the Owner to provide records, documents and information relevant to the performance of this Agreement in a data format and storage medium accessible by the Minister, and the Owner must promptly comply with this request.
- (e) The Owner must bear its own costs in relation to any inspection undertaken pursuant to this clause 8.3.

8.4 No restraint on powers in this Act

Nothing in this Agreement limits or constrains any inspection or audit power any person may have under the EPBC Act.

8.5 Remedying non-compliance

- (a) If any non-compliance with this Agreement is identified in;
 - (i) a review carried out under clause 8.1;
 - (ii) any documents or reports submitted under clause 8.2; or

- (iii) any inspection carried out under clause 8.3,
or is otherwise identified by the Minister acting reasonably, the Minister may, without limiting or affecting its other rights under this Agreement or the EPBC Act, issue a written notice to the Owner requiring the Owner to remedy the non-compliance within a specified period requested by the Minister (**Default Notice**).
- (b) If the Minister issues a Default Notice then the Owner must comply with that notice.
- (c) If the Owner fails to remedy the non-compliance identified in a Default Notice within the period specified in that notice (or such other period agreed by the parties in writing), the Minister may take all reasonable action to remedy the non-compliance, and may recover the costs of doing so as a debt due from the Owner.
- (d) Nothing in this Agreement, including this clause 8.5 affects or limits the Minister's ability to exercise powers and make any decisions authorised under the EPBC Act in relation to the Owner's failure to comply with this Agreement.

9. Change of ownership in the Land

- (a) The parties acknowledge the effect of section 307(c) of the EPBC Act.
- (b) Except as permitted under clauses 9(c) or 9(d), the Owner must not sell, assign, novate, transfer, vest, delegate, otherwise deal with, encumber or create a Security Interest over:
 - (i) the Land; or
 - (ii) any of its rights or obligations under this Agreement,
 without the prior written consent of the Minister (which consent may be withheld in its absolute discretion).
- (c) The Owner may sell or transfer to, or vest in, another person (an **Incoming Party**) the Land, provided that it first:
 - (i) notifies the Minister of the details of the proposed Incoming Party;
 - (ii) provides a copy of this Agreement to the Incoming Party; and
 - (iii) procures that the Incoming Party:
 - (A) execute a deed of novation whereby it agrees to assume the obligations, duties and liabilities of the Owner under or in connection with this Agreement, on terms acceptable to the Minister (acting reasonably); and
 - (B) delivers a copy of that executed deed to the Minister.
- (d) Clause 9(b) does not prevent the Owner from subdividing the Land from the Subdivision Property, in accordance with clause 5.1, provided that the subdivision does not result in any change in the ownership of the Land, including by way of vesting the land in a Council, body or person.

10. Variation by agreement

- (a) The parties may vary this Agreement by agreement.
- (b) No agreement or understanding varying or extending this Agreement is legally binding upon a party to this Agreement unless the agreement or understanding is in writing and signed by the parties.

11. Notices

11.1 Service of notices

- (a) A party giving notice or notifying under this Agreement must do so in English
- (b) The notice must be given in writing or by Electronic Communication:
 - (i) directed to the other party's address for notices (as set out in Item 1 of the Agreement Details and as varied by any notice); and
 - (ii) hand delivered or sent by prepaid post or Electronic Communication to that address.
- (c) A party to this Agreement must ensure it provides current and correct contact details to the other party.

11.2 Effective on receipt

A notice given in accordance with clause 11.1 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the sixth Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
- (c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth),

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

12. General clauses

12.1 Rights and powers of the Minister

The rights and powers of the Minister under this Agreement are in addition to any rights and powers the Minister has under the EPBC Act.

12.2 Ownership of Agreement

All copyright and other intellectual property rights that subsist in this Agreement remain the property of the Commonwealth.

12.3 Approvals and consents

Except where this Agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

12.4 Costs

Each party must pay its own costs of negotiating, preparing and executing this Agreement.

12.5 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

12.6 Electronic execution

Each party consents to the signing of this Agreement by electronic means. The parties agree to be legally bound by this Agreement, including if signed in this way.

12.7 Entire agreement

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

12.8 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

12.9 Severability

- (a) If a provision in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- (b) If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Agreement.

12.10 Waiver

Waiver of any provision of or right under this Agreement:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

12.11 Relationship

- (a) The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- (b) This Agreement does not create a relationship of employment, agency or partnership between the parties.

12.12 Governing law and jurisdiction

This Agreement is governed by the law of the Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, including for the avoidance of doubt, the Federal Court of Australia sitting in Victoria.

12.13 No fetter

Nothing in this Agreement fetters or limits the ability, right, or discretion of the Minister or Department to use any power or make any decision under the EPBC Act or any other statute.

12.14 No merger

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

12.15 Operation of certain clauses

All clauses which are by their nature intended to operate or continue to operate after the termination of this Agreement will survive the termination or expiration of this Agreement including, without limitation, clauses 11 and 12.

12.16 Joint and several liability

If the Owner consists of 2 or more people or entities, an obligation of that party binds each of them jointly and severally.

Schedule 1 – Agreement Details

Item No.	Description	Clause reference	Details
1.	Address for notices	11.1	Minister: The Director, Post Approval Section Environment Approvals Division Department of Agriculture, Water and the Environment Postal address: GPO Box 858, Canberra, ACT, 2601 Email: post.approval@environment.gov.au Owner: Name: Thanh Hoai Luong Position: Owner and Property Developer of 803-853 Taylors Road, Cardline Springs Postal address: 4 Casuarina Cl, Maribyrnong VIC 3032 Email: thanhcuongnguyen56@gmail.com Name: Cuong Van Nguyen Position: Owner and Property Developer of 803-853 Taylors Road, Caroline Springs Postal address: 4 Casuarina Cl, Maribyrnong VIC 3032 Email: jacquelinenguyen95@gmail.com

Execution page

EXECUTED as a Conservation Agreement under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth)

SIGNED on behalf of the **Commonwealth of Australia** as represented by the delegate of the Minister for the Environment

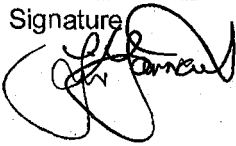
Name

Kim Farrant

Position

A/g First Assistant Secretary Environment Approval Division

Signature



Date 16 December 2021

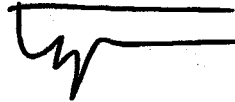
Name of witness

Tyrie Starrs

Position

Director, Victoria and Tasmania Assessments Section

Signature of witness



Date 16 December 2021

SIGNED by Thanh Hoai Luong

Thanh Hoai Luong

Name

Property owner & developer

Position



Signature

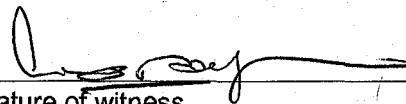
20 December 2021

Date

Name of witness (print)

QUOC CUONG TRAN

Signature of witness



Date

20 / 12 / 21

SIGNED by Cuong Van Nguyen



Name

Cuong Van Nguyen

Position

Property owner / developer

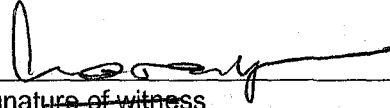
Signature



Name of witness (print)

QUOC CUONG TRAN

Signature of witness



Date

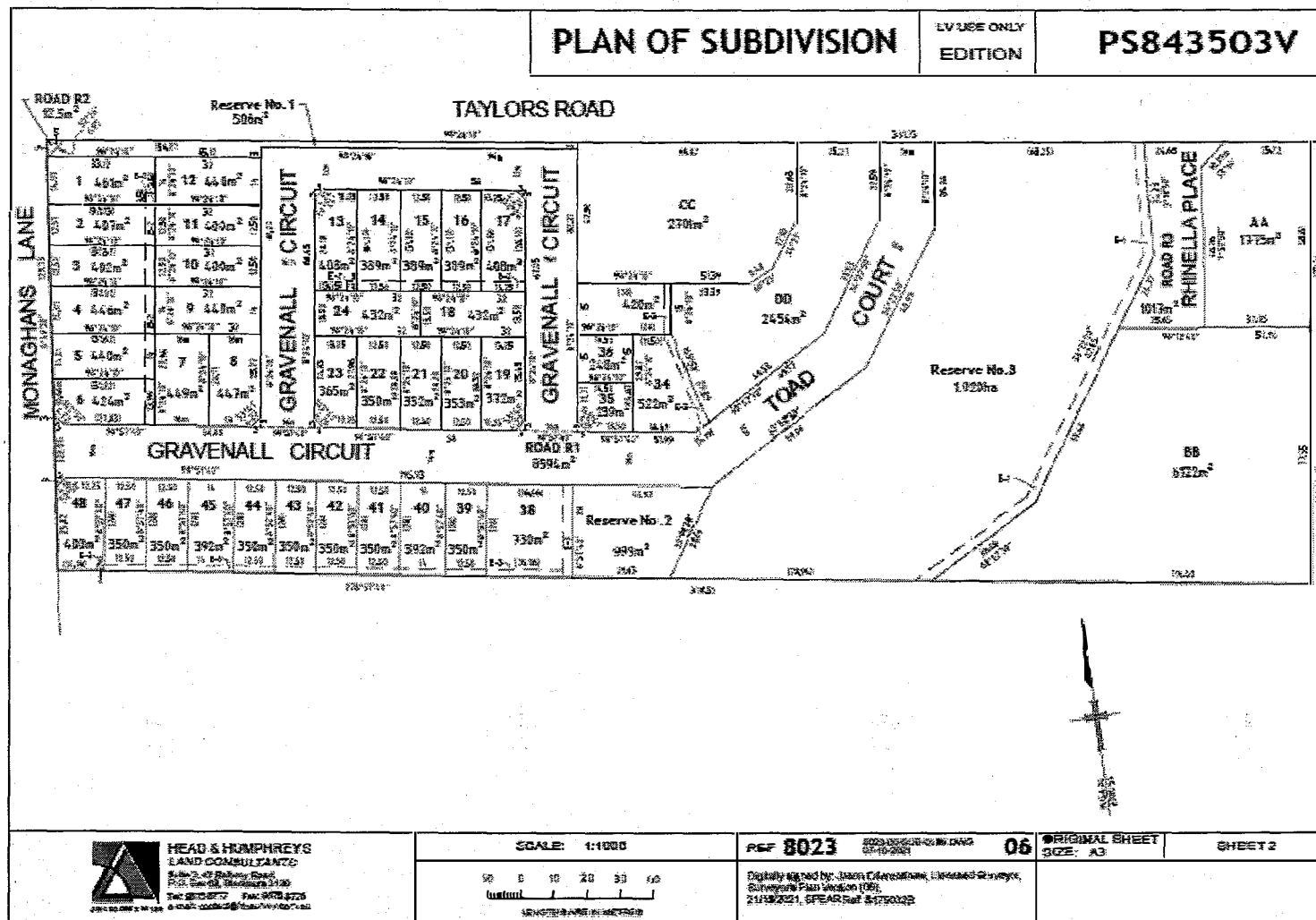
21 / 12 / 21

Date

21 / 12 / 21

Annexure 1 – Plan of Subdivision

PLAN OF SUBDIVISION		LV USE ONLY EDITION	PS843503V	
Location of Land Parish: MARIBYRNONG Township: _____ Section: 3 Crown Portion: A (PART) Title References: Vol. 8782 Fol. 168 Last Plan Reference: Lot 1 on TP817380U Postal Address: 803-853 TAYLORS ROAD CAROLINE SPRINGS 3023 MGA20 Co-ordinates: E 300 840 Zone 55 (Of approx. centre of plan): N 5 822 590		Council Name: Melton City Council SPEAR Reference Number: 81750328		
Vesting of Roads or Reserves				
Identifier	Council/Body/Person			
ROAD R1 ROAD R2 ROAD R3 RESERVE No.1 RESERVE No.2 RESERVE No.3	MELTON SHIRE COUNCIL MELTON SHIRE COUNCIL MELTON SHIRE COUNCIL MELTON SHIRE COUNCIL MELTON SHIRE COUNCIL MELTON SHIRE COUNCIL			
Notations				
Staging: This is not a staged subdivision. Planning Permit No. PA2020.6899 Survey:- This plan is based on survey. To be completed where applicable This survey has been connected to permanent mark no(s). MARIBYRNONG PM775 & PM1269 In proclaimed Survey Area No. — Lots 25 to 33 have been omitted from this plan ESTATE NAME: GROWLERS ESTATE				
Depth Limitation: Does not apply				
CREATION OF RESTRICTION - SEE SHEET 3 FOR DETAILS				
Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	SEWERAGE	3	AG870780F	CITY WEST WATER LIMITED
E-2	SEWERAGE DRAINAGE	3 3	THIS PLAN THIS PLAN	CITY WEST WATER CORPORATION MELTON SHIRE COUNCIL
E-3	DRAINAGE	2	THIS PLAN	MELTON SHIRE COUNCIL
 HEAD & HUMPHREYS LAND CONSULTANTS Suite 3, 47 Railway Road P.O. Box 95, Grovedale VIC 3023 Tel: 9226 6777 Fax: 9226 6778 email: info@hland.com.au		REF 8023 2023-00-4 LRP-0100 (2019) 22-10-2024 Digitally signed by: Jason O'Brienshaw, Licensed Surveyor. Surveyor's Plan Version (D6), 24100024, SPEAR Ref: 81750328	06 ORIGINAL SHEET SIZE: A3 SHEET 1 OF 3 SHEETS	



PLAN OF SUBDIVISION	LV USE ONLY EDITION	PS843503V
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CREATION OF RESTRICTION

RESTRICTION A

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened land: Lots 1 to 24 (both inclusive), 35, 36, 37 and 39 to 48 (both inclusive) on this plan.

Benefitted land: Lots 1 to 24 (both inclusive), 34 to 48 (both inclusive), CC and DD on this plan.

Restriction: The burdened land cannot construct a dwelling unless that dwelling is wholly contained within the building envelope shown on the building envelope diagram below.

Expiry Date: 30/12/2031

RESTRICTION B

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened land: Lots 1, 12 and 33 on this plan.

Benefitted land: Reserve No.2 on this plan.

Restriction: Except where damage is caused by the Council or its representatives whilst undertaking works, all maintenance and repairs (excluding the removal or growth) of fencing along a common boundary between the burdened and benefiting land is the responsibility of the burdened land.

Expiry Date: This restriction shall not lapse.

BUILDING ENVELOPE DIAGRAM

