day of

2019

BETWEEN:

YORKE PENINSULA COUNCIL of 8 Elizabeth Street Maitland SA 5573 ('Council') of the one part

AND

THE PERSONS NAMED IN ITEM 1 OF THE SCHEDULE of the address specified in item 1 of the Schedule (hereinafter with his successors and assigns, as the case may be, referred to as 'the Owner') of the other part.

BACKGROUND

RECITALS:

- A. The Owner is the registered proprietor of an estate in fee simple in the whole of the land specified in item 2 of the Schedule ('the Land').
- B. Save and except the Owner and the person(s) specified in item 3 of the Schedule, if any, as at the date of this Deed no other person has any legal interest in the Land.
- C. The Owner has sought Development Plan consent from the Council pursuant to the provisions of the Development Act 1993 ('the Act') to divide the Land into four (4) allotments ('the Proposed Development').
- D. The Council is prepared to grant provisional Development Plan consent for the Proposed Development provided the Owner agrees to be bound by the terms set out in this Deed.

- E. The Owners have obtained independent legal advice as to the content and effect of this Deed.
- F. Pursuant to the provisions of section 57A(1) of the Act the Owner has agreed with the Council to enter into this Deed relating to the future development, management, preservation and conservation of the Land subject to the terms and conditions that follow.

OPERATIVE PART

NOW THIS DEED WITNESSES and IT IS AGREED by and between the parties;

4. RECITALS

4.1. The parties acknowledge and declare both that the matters referred to in the recitals to this Deed are true and correct in every particular and that the recitals shall form part of this Deed.

5. DEFINITIONS AND INTERPRETATION

5.1. Definitions

In this Deed, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- 5.1.1. 'Council' means the Yorke Peninsula Council and includes any lawful successor to it;
- 5.1.2. 'the Land' means the land specified in Item 2 of the Schedule and includes any improvements situated thereon;
- 5.1.3. 'the Owner' means the person named in Item 1 of the Schedule as the Owner and includes all persons who at any time during the Term are registered as the proprietor of an estate in fee simple in the Land;
- 5.1.4. 'the Schedule' means the Schedule attached to this Deed;
- 5.1.5. 'the Term' means the period commencing on the date of execution of this Deed and continuing until this Deed is mutually surrendered by an agreement between the Owner and the Council.

5.2. Interpretation

Subject to any inconsistency of subject or context the following rules of construction shall be used in the interpretation of this Deed:

- 5.2.1. Words and phrases used in this Deed that are defined in the Act, or in the regulations made under the Act, have the meanings ascribed to them by the Act or the regulations as the case may be.
- 5.2.2. References to any statute or subordinate legislation include all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to;
- 5.2.3. The term 'person' includes a corporate body:
- 5.2.4. Words importing the singular number or plural number are to be taken to include the plural number and the singular number respectively;
- 5.2.5. Words importing any gender include both genders:
- 5.2.6. Where two or more persons are bound hereunder to observe or perform any obligation or Deed whether express or implied they are bound jointly and each of them severally.
- 5.2.7. Clause headings are provided for reference purposes only and are not to be resorted to in the interpretation of the Deed.
- 5.2.8. The requirements of the Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.
- 5.2.9. Nothing contained in this Deed shall fetter the Council in the exercise of its discretion as the Relevant Authority under the Act.

6. UNDERTAKINGS OF THE OWNER:

- 6.1. The Owner shall at all times ensure that any fencing of internal boundaries of the allotments in the Proposed Development be of post and wire delineated as broken lines on the proposed plan of fencing attached as Annexure A ('Annexure A Plan'), excepting that internal boundaries marked by solid lines on the Annexure A Plan may be fenced with colorbond metal fencing. (For clarification, refer to the Legend on the Annexure A Plan).
- 6.2. The Owner shall at all times ensure that any wastewater disposal is situated behind the 100 metre setback from the high water mark as delineated on the plans attached as Annexure B ('the Annexure B Plans').
- 6.3. The Owner shall at all times and at its expense also comply with and meet all requirements of the Department of Health (or such other body or agency who from time to time determines the

required standards for septic tanks and waste control systems) in respect of any septic tank and/or waste control systems situated or installed on the Land either at or after the date of this Deed (including, but not limited to, the making of any alterations, additions or replacement to and the maintenance of such septic tank or waste control systems to the extent time to time required by the Department of Health (or such other body or agency who from time to time determines the required standards for septic tanks and waste control systems)).

6.4. The costs and expenses incurred by the Owner in relation to any action taken by the Owner pursuant to this clause 6 shall be borne by the Owner.

7. RELEASE

5.1 The Owner uses, occupies and keeps the Land at the risk in all things of the Owner and the Owner hereby releases to the full extent permitted by the law the Council and its officers and servants from all past, present and future claims, demands, actions, losses, costs and expenses which the Owner has, may have had or may assert in respect of the Land and/or in respect of any loss of life, injury, loss or damage to person or property suffered or occurring in, on or in the vicinity of the Land howsoever caused and/or in respect of the occurrence in, on or in the vicinity of the Land.

8. INDEMNITY

8.1. The Owner shall indemnify and keep indemnified the Council, its officers and servants against all past, present and future claims made by the Owner or by any persons who are not parties to this Deed and against all demands, actions, proceedings, judgements, orders, damages, costs, losses and expenses which the Council, its officers or servants may suffer or incur rising out of the use, occupation or ownership of the Land (including, without limitation, the risks referred to in clause 3 of the Deed) howsoever caused (whether directly or indirectly or by negligence or otherwise).

9. OPERATION OF THIS DEED

9.1. The parties expressly declare and agree that the provisions of the Deed shall not be binding or impose any obligation upon them unless and until the Deed is registered and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of section 57A(14) of the Act in priority to any other registrable interest in the land save and except for the estate and interest of the Owner therein.

10. RESCISSION

10.1. If any development authorisation obtained for the Development is not granted, or if granted,

lapses or expires by virtue of the provisions of the Act without being implemented by the Owner, the Council agrees to rescind the Deed at the request of the Owner and the reasonable costs of and incidental to the preparation, stamping and registration of the Deed of Rescission shall be borne by the Owner.

11. COMPLIANCE

11.1. The Owner shall at all times during the Term use its best endeavours to ensure that all occupiers, lessees and/or licensees from time to time of the Land comply with the provisions of this Deed.

12. COUNCIL'S POWERS OF ENTRY

- 12.1. The Council or any employee or authorised officer of the Council may at any time enter into or upon the Land for the purposes of:
 - 12.1.1. inspecting the Land or any building thereon;
 - 12.1.2. exercising any other powers of the Council under this Deed or pursuant to law.

13. VARIATION AND WAIVER

- 13.1. This Deed may not be varied except by a supplementary Deed signed by the Council and the Owner.
- 13.2. The Council may waive compliance by the Owner with the whole or any part of the obligations of the Owner herein contained but no such waiver is effective unless expressed in writing and signed by the Council.

14. NOTICES

- 14.1. Any direction from the Council under clause 6 shall be in writing and shall be deemed to be served upon the Owner if it is served in accordance with clause 14.2 of the Deed.
- 14.2. Notice for the purpose of this Deed is to be taken to be properly served on the Owner if it is:
 - 14.2.1. posted to the Owner at the Owner's last address known to the Council; or
 - 14.2.2. any method prescribed by the Development Regulations 2008 for the service of a notice.

15. NOTING OF THIS DEED

15.1. Each party must do and execute all such acts, documents and things as are necessary to

ensure that as soon as is possible after the execution of this Deed by all necessary parties, this Deed is noted by the Registrar-General against the Certificate of Title for the Land pursuant to Section 57A(14) of the Act.

16. COSTS

- 16.1. The Owner is to bear the costs of and incidental to the negotiation and preparation of this Deed and the stamping and registering to note this Deed on the Certificate of Title to the Land.
- 16.2. The Owner hereby agrees to indemnify the Council and keep the Council forever indemnified in respect to the whole of its costs and expenses (including without limitation legal costs and expenses) of and incidental to the implementation of this Deed including the enforcement of its terms.

17. GOVERNING LAW

17.1. The law governing the interpretation and implementation of the provisions of this Deed is the law of South Australia.

18: GENERAL PROVISIONS

- 16.1 If any provision of the Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law then and in such case the parties herby record that it is their intention that such provision be severed form this Deed and that the remaining provisions are to be effective and enforceable according to their terms.
- 16.2 This Deed contains the whole Deed between the parties in respect of the matters referred to herein.

17 REGISTRATION

17.1 The Owner hereby consents to and requests registration of this Deed pursuant to Section 57A(14) of the Development Act, 1993

SCHEDULE

ITEM 1 Full Name of Owners:

Gregory Allan Webb

Address of Owner:

PO Box 185 Edithburgh SA 5583

ITEM 2 Land Description:

The whole of the land comprised within Certificate of Title Register Book Volume 5338

Folio 883.

ITEM 3 Full Name of person with legal interest in the Land (if any) and details of interest

in the Land

Westpac Banking Corporation ACN 007 457 141 of 91 King William Street Adelaide SA

5000 as mortgagee pursuant to registered Mortgage 8492560

ITEM 4 The plans for the Proposed Development

Attached hereto as Annexures A and B

EXECUTED as a Deed

THE COMMON SEAL of the YORKE)
PENINSULA COUNCIL was hereunto affixed)
in the presence of:)

Mayor	
Chief Executive Officer	
EXECUTED by GREGORY ALLAN WEBB in	the 1
presence of: LGG Odfleg) G.A. Webb
Karen Jo Godfre Witness full name	· – j

The person named in ITEM 3 of the Schedule, if any, who has a legal interest in the Land by virtue of the interest specified therein **HEREBY CONSENTS** to the Owner entering into this deed.

Westpac Banking Corporation ACN 007 457 141 of 91 King William Street Adelaide SA 5000 as mortgagee pursuant to registered Mortgage 8492560

Executed by Westpac Banking Corporation ABN 33 007 457 141 by its Tier Three Attorney

Michael Smith
pursuant to Power of Attorney
Registered Number 9037336 of which she/he
holds no notice of the revocation

Signature of Attorney

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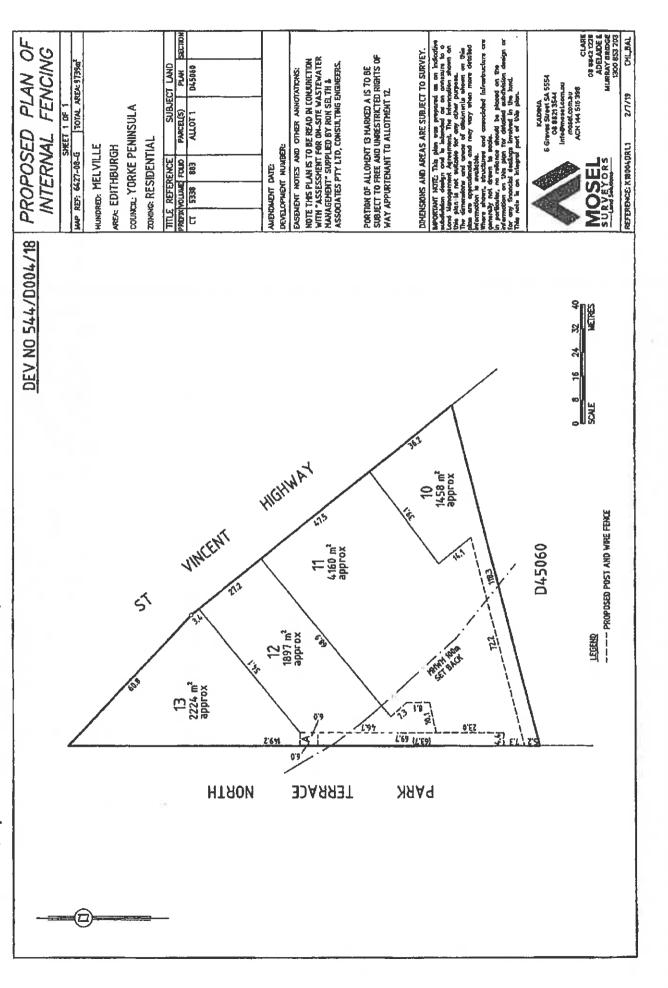
Signature of Witness

Retno Kustini

Full Name of Witness

97 King William Street ADELAIDE SA 5000 Address

Telephone No. 02 99522270



SITE SPECIFIC HOTES

FOR A NEW HOUSE.

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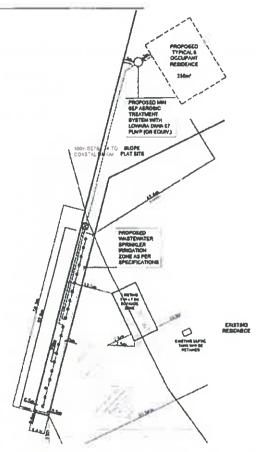
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SITE PLAN

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RECYCLED WATER - AVOID CONTACT

RON SELTH & ASSOCIATES PTY LTD, CONSULTING ENGINEERS Also 30 delection (ACM used 600 cit) 55 HB St, Crafters West 5152

Phone: 8339 8398

none: 8339 8398 Mob: 0418 818 303 Email: ronseth@bigpond.com Structural design • Solf and Footing Reports • Wastewater Assessments

SCALE THISSE DESIGNED BY BY DATE: 18/12/18

JOB MUMBER: CLIENT: ADDRESS: W2395
WEBS
LOT 13 ST VINCENT HIGHWAY
EDITHBURGH
YORKE PENINSULA
1 W 500 (al A3)

WASTEWATER DISPOSAL PLAN





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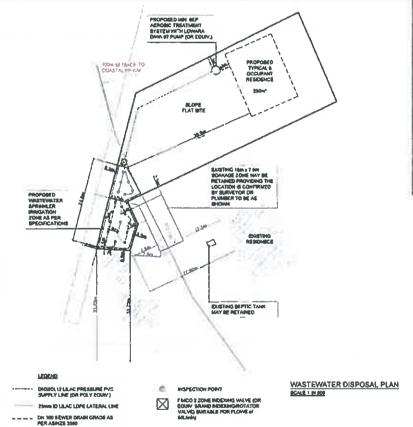
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TRANSCTORY)

SPRAY AT BONPA, 3,4M BF

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MANDATORY SCHARE

SITE PLAN

RECYCLED WATER - AVOID CONTACT



RON SELTH & ASSOCIATES PTY LTD, CONSULTING ENGINEERS

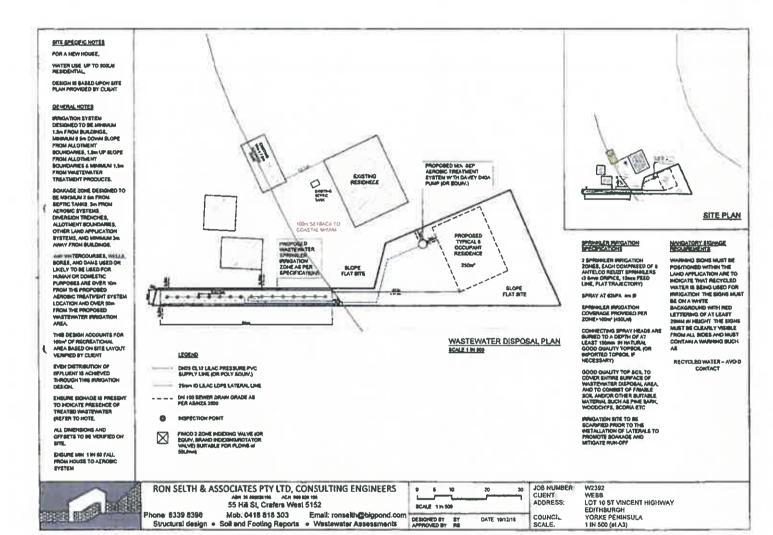
ANN IN CONTROL ACM CONTROL S5 HIE S1, Crafers West 5152

Phone: 8339 8398 Mob; 0418 818 303 Email: ronseith@blgpond.com Structural design • Soll and Footing Reports • Wastewater Assessments

6 5 10 20 30 8CALE 1 = 800 DESAPROPED BY SY DATE 18/12/15 APPROVED BY RS

JOB NUMBER: CLIENT ADDRESS COUNCIL SCALE

W2393
WEBB
LOT 12 ST VINCENT HIGHWAY
EDITHBURGH
YORKE PENNSULA
1 IN 500 (at A3)



DATE 19/12/18

DESIGNED BY SY APPROVED BY RE

Structural design • Soil and Footing Reports • Wastewater Assessments

(C) (C) (C)