

**INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

Sheet 1 of 2 sheets

Plan:

Plan of Subdivision of Lot *X* of
Section *X* in DP *XXXX*
covered by Council's Certificate
No. *XXXX* of *YEAR*

**Full name and address of
proprietors of land:**

INSERT NAME & ADDRESS

PART 1

1. Identity of Covenant
firstly referred to in
abovementioned plan:

Positive Covenant & Indemnity
under Section 88E of the
Conveyancing Act, 1919.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots burdened
Lot(s) *X*

Authority benefited
Woollahra Municipal Council

PART 2

Terms Of Positive Covenant Firstly Referred To In Abovementioned Plan:

The Owners of Lot(s) *X* in Deposited Plan *XXXX* (the Owners) covenant and agree with Woollahra Municipal Council (the Council) in respect of the structure erected on the land described as on-site stormwater detention system and pump sump system (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, pumps, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on the plan or plans approved by the Council being Development Application *XXXX/YEAR* and the Works as executed plan - (***REFER TO DRAWING***) (hereinafter called the system) as follows:-

The Owners will

- a. permit stormwater to be temporarily detained by the system;
- b. keep the system clean and free of silt rubbish and debris;
- c. maintain renew and repair as reasonably required from time to time the whole or part of the system so that it functions in a safe and efficient manner and in doing so complete the same within the time and in the manner reasonably specified in written notice issued by the Council;

- d. carry out the matters referred to in paragraphs (b) and (c) at the Owners expense;
- e. not make any alterations to the system or elements thereof without prior consent in writing of the Council and not interfere with the system or by its act or omission cause it to be interfered with so that it does not function or operate properly;
- f. permit the Council or its authorised agents from time to time upon giving reasonable notice (but at anytime and without notice in the case of an emergency) to enter and inspect the land with regard to compliance with the requirements of this covenant;
- g. comply with the terms of any written notice issued by Council in respect to the requirements of this clause within the time reasonably stated in the notice;
- h. where the Owner fails to comply with the Owner's obligations under this covenant, permit the Council or its agents at all times and on reasonable notice at the Owner's cost to enter the land with equipment, machinery or otherwise to carry out the works required by those obligations;
- i. indemnify the Council against all claims or actions and costs arising from those claims or actions which Council may suffer or incur in respect of the system and caused by an act or omission by the Owners in respect of the Owner's obligations under this covenant.

Name of authority having the right to release, vary or modify the said covenant:

Woollahra Municipal Council

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Owner

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Owner

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Authorised Officer Woollahra Municipal Council