

ON-SITE STORMWATER DETENTION

Annexure A to Public Positive Covenant Imposed by a Prescribed Authority being the Council of the City of Ryde under Section 88E(3) of the Conveyancing Act 1919

Date: Land being Lot..... in DP

1. In these terms-
 - a. **“Area”** means the site of the restriction or covenant shown or marked on the plan to which these terms relate, and if no such site is shown or marked, then **“Area”** means the whole, and every part, of the lot burdened;
 - b. **“Council”** means the Council of the City of Ryde, and includes its servants and authorised agents;
 - c. **“Owner”** means the registered proprietor for the time being of the lot burdened, their successors and assigns and anyone claiming through the registered proprietor;
 - d. **“System”** means the on-site detention, charged & dispersal systems within the Area including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, fittings, tanks, chambers, basins and surfaces designed to temporarily detain water;
 - e. Where there is more than one more Owner the terms of this covenant and restriction bind the Owners jointly and severally; and
 - f. The singular includes the plural, and vice versa.
2. The Owner will at his own expense well and sufficiently maintain and keep in good and substantial repair and working order the System in accordance with the design, dimensions, specifications and performance standards approved by the Council.
3. Without limiting the obligations in clause 2, the Owner must-
 - a. keep the System clean and free from obstructions, rubbish and debris;
 - b. maintain and repair the System at the sole expense of the Owner so that it functions in a safe and efficient manner;
 - c. permit the Council from time to time and upon giving reasonable notice (but in the case of an emergency, at any time and without notice) to enter the Area and inspect the System for compliance with the requirements of this covenant;
 - d. comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
 - e. in the event that Council requires access to the easement, remove and replace the pergola encroaching over Council’s pipeline/easement and bearing all associated costs.
4. Without limiting its powers under Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers -
 - a. In the event that the Owner fails to comply with any written notice from the Council as set out above the Council may enter the lot burdened with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to in clause 3(d) above (“Work”).
 - b. The Council may recover from the Owner in a Court of competent jurisdiction:
 - i. any expense reasonably incurred by it in exercising its powers under sub-paragraph 4(a). Such expense shall include reasonable wages for the Council’s employees engaged in effecting the Work, supervising and administering the Work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the Work.
 - ii. legal costs on an indemnity basis for the issue of the notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
5. Without limiting any other right of the Council, the Owner indemnifies and agrees to keep indemnified the Council from and against any claim, loss or damage (including legal costs on a full indemnity basis) which the Council may suffer due to, and/or which arises from, the non-compliance with or departure from these terms by the Owner (whether by act or omission).
6. The name of the body empowered to release, vary or modify the restriction or covenant referred to in these terms is: **Council of the City of Ryde**

I certify that I am an eligible witness and that the delegate signed in my presence

Executed by Prescribed Authority by its authorized delegate pursuant to s.377 Local Government Act 1993

Signature of Witness

Signature of Authorised Delegate

Name of Witness

Name of Authorised Delegate

3 Richardson Place, North Ryde 2113

Address of Witness

Position of Authorised Delegate

Execution by the Registered Proprietor (anyone listed on the title is required to sign)

Signature of Witness

Signature of Registered Proprietor/s

Name of Witness

Signature of Registered Proprietor/s

Address of Witness

Consent of the lessee/mortgagee/chargee

Signature of Witness

Signature of Mortgagee

Name of Witness

Name of Mortgagee

Address of Witness

Position of Mortgagee