

Ordinary Meeting

Meeting Date: Monday, 27 June, 2022

Location: Council Chambers, City Administrative Building, Bridge Road, Nowra

Time: 5.30pm

Membership (Quorum - 7)

All Councillors

Addendum Agenda

Reports

City Development

CL22.296 Access Agreement - Gas Pipeline - Shoalhaven Starches Bomaderry1

CL22.296 Access Agreement - Gas Pipeline - Shoalhaven Starches Bomaderry

HPERM Ref: D22/258079

Approver: Stephen Dunshea, Chief Executive Officer

Attachments: 1. SCC Manildra Deed of Agreement for Easement - Compiled - FOR EXECUTION [↓](#)
2. Proposed Easement Pursuant to the Pipelines Act 1967 [↓](#)

Reason for Report

The purpose of this report is to present Council with a Deed of Agreement (the Deed) for consideration between Shoalhaven City Council (Council) and Shoalhaven Starches Pty Ltd (Manildra Group). The Deed has been drafted by legal representation on behalf of both parties, and if agreed and executed, will further formalise easements over Council managed land. For that reason, a resolution of Council is sought.

Given the immediate urgency of progressing this proposal through multiple levels of government, the Deed is being presented via a late report to Council.

Recommendation

That Council:

1. Receive and note the report titled "Access Agreement Gas Pipeline – Shoalhaven Starches Bomaderry".
2. Delegate authority to the CEO to execute the Deed of Agreement on behalf of Shoalhaven City Council.

Options

1. As recommended
2. That Council resolve to not enter into a Deed of Agreement with Shoalhaven Starches.

Implications: The progression of the gas pipeline will halt, and requisite economic and environmental benefits will not be realised.

3. That Council resolve other directions as they see fit and advise the CEO accordingly.

Background

PROJECT DETAILS

Manildra Group (of which the entity operating in Nowra are known as Shoalhaven Starches Pty Ltd) are Australia's largest manufacturer of wheat and ethanol products, presenting a major economic benefit domestically. Launched in 1952, Manildra Group employ over 1000 people nationwide as a diverse agribusiness partnering with Australian families to produce food and industrial products at their world-class manufacturing sites. The Shoalhaven Starches site in Nowra, is considered a global leader in the production of vital wheat glutens, modified proteins, syrups to ethanol, wheat starches and animal stockfeed. It is the largest

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wheat gluten manufacturing facility of its kind in the world, and contributes to Manildra Group being one of the largest container product exporters through Port Botany.

As part of their corporate strategy, Manildra Group are moving to exit their existing coal mining interests, drawing on an \$85 million investment as a significant step to reducing their greenhouse gas emissions footprint. The Clean Energy Finance Corporation (CEFC) investment on behalf of the Australian Government intends on shifting the manner in which steam and energy for processing is generated at the Nowra Manildra Group facility, eliminating the need for coal and replacing it with a gas co-generation plant (producing both heat and electricity) for manufacturing energy needs.

Domestic manufacturing presents a major decarbonisation challenge nationally, and the proposal will see the largest integrated wheat starch, wheat gluten, glucose and ethanol production facility of its kind in the world contribute to Australia's decarbonisation targets, reducing carbon emissions in Australian manufacturing. The project presents a contribution to Australia's 2050 net-zero target, but also provides an opportunity for Shoalhaven to showcase an industrial scale co-generation facility at one of the region's major economic and employment generators.

The \$190 million project is funded through the CEFC, in addition to a \$95 million debt package backed by Export Finance Australia. Manildra Group has registered the project with the Clean Energy Regulator to generate Australian Carbon Credits.

The co-generation facility requires a consistent gas source, which will benefit both operationally and environmentally from steady gas supply infrastructure, as opposed to either coal or gas being trucked in on a daily basis. The project therefore requires a permanent gas pipeline be constructed to supply the co-generation plant from existing bulk gas supply lines.

While recognised that it is not wholly viable to undertake Australian manufacturing through the use of renewable energy sources at present, the shift to reduce reliance on coal provides a transitional step towards carbon reduced processing and eventual shift to utilisation of renewable sources for the Australian manufacturing sector.

Manildra Group have confirmed to Council that they intend on introducing hydrogen as a clean fuel source at the Shoalhaven Starches site in Nowra once it becomes commercially available.

PROJECT BENEFITS

Manildra Group currently employ 400 persons at their Nowra site, with integrated manufacturing processes requiring steam to create heat and electricity on a daily basis, 365 days per annum. The proposal will generate a projected 80 jobs during the construction phase, with 10 further permanent jobs created at the Nowra facility once operational.

The operation of a fully functional gas supplied co-generation facility is projected to yield a 40% reduction in greenhouse gas (GHG) emissions from the Shoalhaven Starches Nowra site, abating an estimated 332,000 tonnes of carbon dioxide (CO₂-e) annually once operational. Furthermore, the construction of a permanent gas pipeline will significantly affect truck traffic to and from the site, reducing truck movements by up to 112 movements per week through relinquishing the need to transport coal and coal ash waste.

The new facility will remove the need to transport and dispose of coal ash waste from Nowra, as it will no longer be a by-product of energy generation. By nature of its source and through the combustion of coal, coal ash can contain residual contaminants including mercury, cadmium and arsenic. Disposal of coal ash is now regulated by the NSW Environmental Protection Authority (EPA) as it poses a risk to the environment through leaching, waterway contamination and atmospheric releases, and which can bioaccumulate.

PIPELINE PROJECT PROPOSAL

The project proposes a steady supply of gas through permanent pipelines installed beneath Council's road reserves and existing road infrastructure. In recognising Council's role as a Roads Authority, the deed has been drafted to ensure that Council can continue to undertake required road maintenance, construction activities, safe access and ongoing public accessibility into the future. For certain activities within proximity to the pipeline, notification requirements are included to ensure that both parties are aware of any activities Council intends to undertake in its role as a Roads Authority, noting that such notification is not required in the event of an emergency.

The pipeline is proposed to be installed below roads and land north of the Shoalhaven River. The general location of the pipeline is shown in figure 1 (below), which will create a direct connection between the existing high pressure bulk gas supply managed by Jemena, and the Shoalhaven Starches Site at Bolong Road in Nowra.

FIGURE 1 – Proposed location of gas pipeline: Aerial View.



To enable Council to ensure its interests in the management of local public roads, drainage reserves, road reserves and generally publicly accessible areas are maintained, a formalised Deed of Agreement has been proposed in addition to the registration of easements. The Deed of Agreement appears at Attachment 1, and enables access and maintenance rights to be maintained, as well as a payment mechanism based on fair valuation for the occupation of the road reserve and Council managed lands (which easements typically do not afford). The deed has been signed by appropriate representatives from Shoalhaven Starches Pty Ltd (Manildra), and requires countersigning from Council for formal execution.

The exact location, depth and position of the pipeline will be determined through formalisation of easements, which will ensure that impacts on Council infrastructure are minimised, and that existing subsurface assets and services are not interfered with as a result of construction, or in ongoing use. A proposed set of drawings outlining the easement

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locations has been provided by Manildra Group for the purposes of registration in accordance with the *Pipelines Act 1967*, and is included at Attachment 2. Furthermore, a table of land parcels has been provided identifying relevant lands and ownership, and is detailed in table 1 (below).

TABLE 1 – Lands proposed to be traversed by pipeline.

Reference to title and land description (including County and Parish)	Name of owner
Pestells Lane	Shoalhaven City Council
Princes Highway	Roads and Maritime Services
Meroo Road	Shoalhaven City Council
Fletchers Land	Shoalhaven City Council
8302/1150373 being Lot 8302 in DP 1150373 at Bomaderry	Transport Holding Entity of NSW
3/1109510 being Lot 3 in DP 11109510 at Bomaderry	Manildra Energy Australia Pty Ltd
Unnamed Road	Shoalhaven City Council
Railway Street	Shoalhaven City Council
16/1121337 being Lot 16 in DP 1121337 at Bomaderry	Manildra Energy Australia Pty Ltd
2/538289 being Lot 2 in DP 538289 at Bomaderry	Manildra Energy Australia Pty Ltd
B/371388 being the lands referred to in AUTO CONSOL 6318-134	Manildra Energy Australia Pty Ltd
Bolong Road	Shoalhaven City Council
31/1222627 being Lot 31 in DP 1222627 at Bomaderry	Manildra Energy Australia Pty Ltd
34/1222627 being Lot 34 in DP 1222627 at Bomaderry	Manildra Energy Australia Pty Ltd
11/1/3885 being the lands referred to in VOL 2268 FOL 103 Lot 11 of Section 1 in DP 3885 at Bomaderry	Shoalhaven City Council
241/1130535 being Lot 241 in DP 1130535 at Bomaderry	Manildra Energy Australia Pty Ltd
1/838753 being Lot 1 in DP 838753 at Bomaderry	Manildra Energy Australia Pty Ltd

While the proposed pipeline will traverse land under both public and private control by various entities, the specific land covered by the Deed of Agreement between Shoalhaven Starches Pty Ltd and Shoalhaven City Council is specific to the following lands for which Council have an interest in as both a management entity and/or Roads Authority:

- Pestells Lane;
- Meroo Road;
- Fletchers Lane;
- Unnamed Road;
- Railway Street;
- Bolong Road; and,
- A land parcel owned in freehold by Shoalhaven City Council occurring on Bolong Road – marked as a reserve for drainage resultant from a previous subdivision.

The execution of a Deed of Agreement is a binding contractual agreement. Section 377 of the *Local Government Act 1993* has the effect that Council cannot delegate real property transactional matters, with 'land' and 'property' being defined in the *Interpretations Act 1987* as including easements. Accordingly, Council cannot delegate the purchase, sale, exchange or surrender of an easement. Furthermore, as a requirement of the *Roads Act 1993*, Council as a Roads Authority will review and assess the issuing of certificates under section 138

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where the Manildra Group proposes to undertake works for pipeline installations, including (but not limited to) road openings.

Community Engagement

There has been no direct community engagement on this matter. Manildra Group site development is designated as State Significant Development, and for components of the sites ongoing development, as Council is not the appropriate approval authority. Furthermore, the proposed Deed is a legal agreement with no opportunity for the community to influence its drafting.

Council staff have undertaken significant liaison with Shoalhaven Starches on this matter as the fundamental stakeholder, as well as staff from Regional Development Australia.

Internal consultation has been undertaken on this matter across relevant directorates, including the road asset owners.

Policy Implications

This proposal links to Councils IP&R framework and Community Strategic Plan 2027 (CSP). Specifically, the following CSP themes and key priorities are enhanced by the proposal:

2.2 – Plan and Manage Appropriate Sustainable Development.

3.1 – Maintain and Grow a Robust Economy with Vibrant Towns and Villages.

The CSP details what is important to the community, and the proposal and deed execution will assist in progressing the following community aspirations:

- 'Employment, more jobs are needed'.
- 'Help create jobs through business opportunities'.
- 'Mitigate and adapt to climate change'.
- 'Appropriate sustainable development'.

Financial Implications

The Deed, once executed, binds Shoalhaven Starches (Manildra) to pay for Councils legal fees incurred for the drafting of this agreement, as well as the cost of a mutually agreed valuer.

Upon agreed valuation, Council will benefit from revenue as part of the agreement to occupy our road reserve as detailed within the draft Deed.

Risk Implications

Council will be mitigating risk arising from the proposed Pipeline project through execution of the Deed of Agreement, which will protect our interests as a landowner and Public Roads Authority.

There is a risk in not executing the Deed of Agreement that Council may have the need for easements imposed by the Court, without appropriate management rights or payment mechanisms otherwise put into place.

There is a risk that in not executing the Deed of Agreement, Council will not realise the economic and environmental benefits arising from the pipeline and energy co-generation proposal.

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Agreement to Grant Easement

Date: 2022

Shoalhaven City Council
(Owner)

and

Shoalhaven Starches Pty Ltd
(Shoalhaven)

Property: Road Reserves and FI 11/1/3885

161 2 8651 8700
Level 1 - 25 King Street - Sydney NSW 2000 Australia - ABN 31 165 119 657
ashstreet.com.au

Liability limited by a scheme approved under Professional Standards
Legislation

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REFERENCE SCHEDULE

Item	Subject	Reference	Details and meaning of term
1	Parties		
	Owner		
	Name		Shoalhaven City Council ABN 59 855 182 344
	Address		36 Bridge Rd, Nowra NSW 2541 Australia
	Email		james.ruprai@shoalhaven.nsw.gov.au
	Shoalhaven		
	Name		Shoalhaven Starches Pty Ltd
	Address		ABN 94 000 045 045, ACN 000 045 045
	Email		6 Frank Street, Gladesville NSW 2111 Australia
	Attention		brian.hanley@manildra.com.au
			Brian Hanley
2	Land		The road reserves owned by the Owner as shown in Schedule 1.
3	Easement	2.1	The easement on the terms set out in Schedule 2 burdening the road reserves shown in Schedule 1 and in favour of Shoalhaven as a prescribed authority under the Conveyancing Act
4	Proposed Easement Site		That part of the Land delineated within the draft plan in Schedule 1.
5	Sunset Date	7	The date being 18 months after the date of this deed
6	Compensation	2.5	To be determined in accordance with clause 2.5.

BACKGROUND

- A. The Owner is the registered owner of the Land.
- B. Shoalhaven requires pipeline works to be constructed within the Easement Site to supply gas to its premises at Bomaderry.

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- C. Shoalhaven has obtained development consent within the meaning of the *Environmental Planning & Assessment Act 1979* for the majority of the pipeline works (being the consent granted to SSD 10_0108 and modifications) and will also seek development consent for the remainder of the proposed pipeline works.
- D. As of the date of this deed, it is intended by Shoalhaven that National Australian Pipelines Pty Ltd will construct and install the pipeline works within the Easement Sites in accordance with the terms of an agreement between National Australian Pipelines Pty Ltd and Shoalhaven.
- E. Shoalhaven intends to become a registered licensee under the Pipelines Act and will then be a *prescribed authority* within the meaning of section 88A of the Conveyancing Act.
- F. Shoalhaven will operate the Pipeline including through the Easement Site.
- G. The Owner will grant the Easement to Shoalhaven and Shoalhaven agrees to pay to the Owner the Compensation as compensation for the grant of the Easement

TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions in Reference Schedule apply

A term which is capitalised in column 2 ("Subject") of the Reference Schedule has the meaning set out adjacent to that term in column 4 ("Details and meaning of term") of the Reference Schedule, unless the context requires otherwise.

1.2 Other definitions

In addition to those words which are defined in the Reference Schedule, the following words have the following meanings in this deed, unless the context requires otherwise.

Additional Land means the land comprised in certificate of title folio identifier 11/1/3885.

Approval means an approval, consent licence, permission or the like.

Associate means an officer, employee, agent, contractor (or any sub-contractor of a contractor), consultant, adviser, licensee, invitee or other authorised person of the party or person so named in this deed.

Authority means:

- (a) the Crown in any capacity;
- (b) any government in any jurisdiction, whether federal, state, or local;
- (c) any other person having jurisdiction, rights, powers, duties or responsibilities over the Land or in relation to the Land under legislation, including a commission, panel, court, tribunal or the like.

Business Day means a day, not being a Saturday, Sunday or public or bank holiday in New South Wales, and not being a day during the period commencing on 23 December and ending on the Friday in the second week of January.

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Claim means any claim, action, demand, suit or proceeding for damages, debt, restitution, equitable compensation, account, set-off or withholding, injunctive relief, specific performance or any other remedy whether:

- (a) under, arising out of, or in any way in connection with, this deed or at Law;
- (b) by original claim, cross claim or otherwise;
- (c) known or unknown at the date of this deed;
- (d) whether presently in contemplation of the parties or not; or
- (e) relating to Loss which is actual or contingent.

Conveyancing Act means the *Conveyancing Act 1919* (NSW).

Costs include fees (including consultancy and agency fees), costs, charges, expenses, disbursements, duties, levies and legal costs and expenses (on a solicitor and own client basis unless specified otherwise).

Dispute Notice means a notice under this deed which:

- (a) identifies that a dispute has arisen between the parties in relation to the subject matter of this deed;
- (b) provides reasonable details in relation to the dispute; and
- (c) designates the representatives of the party giving the notice who have authority to resolve the dispute on behalf of that party.

Draft Easement Plan means the draft plan prepared by or on behalf of Shoalhaven for the purposes of the Easement and showing the location of the Proposed Easement Site, a copy of which is attached to this deed in Schedule 1.

Easement Documents means the Easement Instrument and the Final Easement Plan.

Easement Instrument means an instrument in the form of Form 2 of the *Pipelines Regulation 2013*, which contains the terms of the Easement contained in Schedule 2 of this deed,.

Easement Site means the final site of the Easement as surveyed and delineated on the Final Easement Plan.

Electronic Signature means a visual representation of a person's handwritten signature which is placed on this deed using DocuSign or other electronic signing platform agreed by the parties and "Electronically Signed" has a corresponding meaning.

Final Easement Plan means a plan in a form capable of registration at the Titles Office and showing the Easement Sites, prepared based on the Draft Easement Plan, and in the form approved by the Owner under clause 3.

GST Law has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), and terms used which are not defined in this deed, but which are defined in the GST Law, have the meanings given in the GST Law.

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Insolvency Event means that:

- (a) if a party is or includes a corporation, incorporated association or other legal entity recognised by Law:
 - (i) the corporation has entered into a scheme of arrangement, a deed of company arrangement or a composition with its creditors or an assignment for their benefit;
 - (ii) an order is made to wind it up;
 - (iii) a liquidator, administrator or official manager is appointed to it;
 - (iv) a mortgagee enters into possession of all or a substantial part of its assets;
 - (v) it is deemed by any relevant legislation to be insolvent or unable to pay its debts; or
 - (vi) a receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of its assets; and
- (b) if a party is or includes an individual, the individual:
 - (i) dies;
 - (ii) becomes mentally ill; or
 - (iii) is declared bankrupt.

Law means common law, equity and statute law, including any delegated or subordinate legislation, regulations, by-laws, ordinances, official requirements of an Authority and, where the context permits, includes Australian Standards and official codes of practice (including the National Construction Code).

Loss includes, in each case whether of a direct, indirect or inconsequential nature:

- (a) any liability, damage, Cost and other outgoing, and any diminution in value of, or deficiency of any kind in, anything; and
- (b) to the extent not covered in paragraph (a), any loss of profits, sales, turnover, reputation (or damage to it), production, anticipated savings, goodwill, business opportunities, customers, software or data, or loss of use of any software or data, and loss in connection with any other contract.

Minister has the meaning given to it under the Pipelines Act.

Pipeline Licence means a pipeline licence granted under the Pipelines Act.

Pipelines Act means the *Pipelines Act 1967* (NSW).

Proposed Final Easement Plan has the meaning given in clause 3.2(a)(iii).

Reference Schedule means the part of this deed titled "Reference Schedule" and the table contained within that part.

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Roads Act means the *Roads Act 1993* (NSW).

Shoalhaven Authorised User means Shoalhaven's Associates, and any other person authorised by Shoalhaven for the purposes of this deed.

Titles Office means NSW Land Registry Services or such other person who has legislative jurisdiction to perform titling and land title registration services in New South Wales.

1.3 Interpretation

The following applies in the interpretation of this deed, unless the context requires otherwise.

- (a) Anything that is required to be done under this deed may be done by and in accordance with any system operated by an Electronic Lodgement Network Operator approved or accredited by New South Wales Land Registry Services or the Registrar-General, and/or in accordance with any directions by the Registrar-General.
- (b) A reference to any statute, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- (c) A reference to clause, paragraph, subclause, attachment, annexure or schedule means a clause, paragraph, subclause, attachment, annexure or schedule to this deed.
- (d) A reference to this deed or any other document or instrument is to this deed, or that other document or instrument, as varied, amended, novated, supplemented, replaced or restated.
- (e) Any schedule, annexure, attachment or exhibit to this deed forms part of this deed, as does the "Background" section of this deed.
- (f) The singular includes the plural and vice versa.
- (g) **Person** includes a natural person, firm, corporation, body corporate, unincorporated association, an Authority, a trust, a partnership and other entities or groups recognised by Law.
- (h) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this deed, their substitutes, assigns and persons taking by novation.
- (i) An agreement or covenant on the part of, or in favour of, two or more persons binds them together and separately (jointly and severally).
- (j) If a body or Authority referred to in this deed ceases to exist or changes its name, the reference to that body or Authority is a reference to the replacement body or Authority or the new name of the body or Authority, or if there is no replacement body or Authority then the body or Authority that has substantially the same functions and objects as the first body or Authority.

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- (k) **Includes** means includes but without limitation.
- (l) Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning (for example **maintain** and **maintenance** have a corresponding meaning).
- (m) A heading is for reference only. It does not affect the meaning or interpretation of this deed.
- (n) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.
- (o) Terms which are capitalised or otherwise defined in any schedule to this deed have the same meanings in any other schedule to this deed where the same term is capitalised.
- (p) Any reference to time is to the time in Sydney, New South Wales, Australia.
- (q) A reference to an Item is to a numbered item in the Reference Schedule.

2. COVENANT TO GRANT EASEMENT

2.1 Grant of Easement

The Owner agrees to grant the Easement over the Easement Site to Shoalhaven in accordance with the terms of this deed, once Shoalhaven becomes a licensee under the Pipelines Act

2.2 Benefit.

Shoalhaven will have the benefit of the Easement as an easement in gross created pursuant to section 88A of the Conveyancing Act.

2.3 Mortgagee consent

The Owner must use its reasonable endeavours to obtain as expeditiously as practicable any necessary mortgagee's consent to this deed and the registration of the Easement Documents.

2.4 Approvals

Shoalhaven remains responsible for obtaining all Approvals necessary to carry out the pipeline works within the Easement Site.

2.5 Compensation

- (a) Within 10 Business Days of the date of this deed, Shoalhaven and the Owner shall agree on a suitably qualified valuer and a brief to be provided to that valuer for the purpose of having the valuer determine the market value payable in respect of the grant of the Easement determined in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991*.
- (b) The parties shall jointly brief the agreed valuer with the agreed brief within 20 Business Days of the date of this deed.

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- (c) The determination of the agreed valuer as to the compensation payable is final and binding on the parties and is the Compensation payable under this deed, provided that that value has been determined in accordance with the agreed brief and applicable Laws.
- (d) Shoalhaven must pay the Owner the Compensation when the Owner provides the validly executed Easement Documents pursuant to clause 4.3 of this deed
- (e) Shoalhaven is to bear the costs of the valuer pursuant to this clause.

2.6 Additional Land

- (a) In the event that the Owner becomes or is determined to be the registered proprietor of the Additional Land, the Owner agrees to grant an easement over the Additional Land on similar terms to the Easement (or as otherwise agreed between the parties) and the provisions of this deed apply to the Additional Land in the same way as they apply to the Land, including in respect of the determination of the compensation for the grant of the easement over the Additional Land and the final location of the easement over the Additional Land.

3. PREPARATION AND APPROVAL OF FINAL EASEMENT PLAN

3.1 Draft Easement Plan and Final Easement Plan

- (a) The Draft Easement Plan only shows the indicative site of the Easements on the Land.
- (b) The Final Easement Plan will show the final surveyed site of the Easements on the Land and will be in a form which is capable of being registered at the Titles Office as an annexure to the Easement Instrument.
- (c) A draft Final Easement Plan will be prepared and approved as the Final Easement Plan in accordance with this clause 3.

3.2 Preparation of draft Final Easement Plan

Shoalhaven must:

- (a) as soon as reasonably practicable:
 - (i) instruct a registered surveyor to survey the Proposed Easement Sites;
 - (ii) have detailed engineering drawings for the proposed pipeline and associated works prepared by a suitably qualified professional (**Engineering Drawings**); and
 - (iii) prepare a draft of the Final Easement Plan (**Proposed Final Easement Plan**); and
- (b) provide the Proposed Final Easement Plan to the Owner for approval together with the Engineering Drawings.

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3.3 Owner to approve Proposed Final Easement Plan

- (a) The Owner must within 20 Business Days of receiving the Proposed Final Easement Plan and Engineering Drawings from Shoalhaven under clause 3.2 notify Shoalhaven of whether the Owner:
 - (i) approves the Proposed Final Easement Plan as the Final Easement Plan; or
 - (ii) does not approve the Proposed Final Easement Plan as the Final Easement Plan.
- (b) If the Owner gives Shoalhaven a notice under clause 3.3(a)(i), the Proposed Final Easement Plan becomes the Final Easement Plan on the date of the Owner's notice and the Owner may not require any amendments to the Final Easement Plan after that date.
- (c) For the purposes of clause 3.3(a)(ii), the Owner may not withhold its approval to the Proposed Final Easement Plan on the basis that it requires the Easement Site to be located in a manner which would breach any Approval which has been granted prior to the date of this deed.
- (d) If the Owner notifies Shoalhaven that the Owner withholds approval to the Proposed Final Easement Plan, the Owner and Shoalhaven must for at least 15 Business Days (or such other period as the parties may agree in writing) each use their reasonable endeavours and act in good faith to attempt to agree on the amendments that are required to be made to the Proposed Final Easement Plan) to cause the Owner to approve the Proposed Final Easement Plan as the Final Easement Plan.

3.4 Owner's consents and approvals

- (a) The Owner must promptly use all reasonable endeavours to obtain consent to the registration of the Easement Documents (from any person:
 - (i) who has or obtains an interest in the Land, whether registered, unregistered or arising under Law (including the interest of a tenant, occupier, mortgagee, chargee or caveator); and
 - (ii) whose consent is required by Law or by a requirement of the Titles Office to cause the Easement Documents to be registered.
- (b) If requested by the Owner, Shoalhaven must provide reasonable assistance to the Owner for the purposes of clause 3.4(a), but without limiting the Owner's obligations under clause 3.4(a).
- (c) The Owner must promptly:
 - (i) notify Shoalhaven when a consent required to be obtained under clause 3.4(a) has been obtained by the Owner; and
 - (ii) on request by Shoalhaven (acting reasonably) provide Shoalhaven with evidence that a consent required to be obtained under clause 3.4(a) has been obtained by the Owner.

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- (d) The Owner must obtain the consent of any Authority having a registered, unregistered or statutory easement interest in the Easement Site to the grant of the Easement, if that consent is required to be obtained by Law or under the terms (express or implied) of the Authority's easement or statutory right.

4. COMPLETION AND EXECUTION OF EASEMENT DOCUMENTS

4.1 Completion of Easement Instrument

The Owner irrevocably authorises Shoalhaven and Shoalhaven's solicitors to complete and amend the Easement Instrument (including by replacement page) before the Easement Instrument is registered by doing any of the following:

- (a) inserting the designation and widths of the Easement as shown in the Final Easement Plan where required in the Easement Instrument;
- (b) amending the description of the Easements to correct any discrepancy between that set out in the Easement Instrument and the corresponding description set out on the Final Easement Plan; and
- (c) making any other amendments as may be necessary to ensure that the Easement Instrument is in registrable form and otherwise complies with all requirements of the Titles Office,

provided the insertions and amendments are not inconsistent with this deed.

4.2 Shoalhaven to prepare and provide Easement Documents

Shoalhaven must provide the Easement Documents to the Owner promptly after the Final Easement Plan has been approved in accordance with clause 3.

4.3 Execution of Easement Documents and production of title

- (a) The Owner must within 5 Business Days of receiving the Easement Documents from Shoalhaven under clause 4.2:
 - (i) validly execute the Easement Documents; and
 - (ii) provide a copy of the validly executed Easement Documents to Shoalhaven.
- (b) If the Owner has granted a mortgage over the Owner's interest in the Land, the Owner must after the Owner has executed the Easement Documents:
 - (i) promptly provide the original Easement Documents to the Owner's mortgagee for consent;
 - (ii) use the Owner's reasonable endeavours to cause the Owner's mortgagee to provide the mortgagee's consent to the Easement Documents and produce the certificate of title for the Land at the Titles Office as expeditiously as practicable to facilitate registration of the Easement Documents;
 - (iii) notify Shoalhaven within 2 Business Days of becoming aware that the Owner's mortgagee has consented to the Easement Documents and

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produced the certificate of title for the Land at the Titles Office, including confirming the production of title details to Shoalhaven; and

- (iv) provide the executed Easement Documents endorsed with the mortgagee's consent to Shoalhaven within 5 Business Days of receiving the Easement Documents from the Owner's mortgagee.
- (c) If the Owner has not granted a mortgage over the Owner's interest in the Land, the Owner must within 5 Business Days after the Owner has executed the Easement Documents:
 - (i) provide the original executed Easement Documents to Shoalhaven;
 - (ii) produce the certificate of title for the Land at the Titles Office to facilitate registration of the Easement Documents, or the equivalent of such production in electronic form; and
 - (iii) provide Shoalhaven with the production of title details received from the Titles Office.

5. REGISTERING THE EASEMENT DOCUMENTS

5.1 The Minister to lodge Easement Documents for registration

- (a) The Minister will lodge the Easement Documents for registration at the Titles Office in accordance with the Pipelines Act.
- (b) Shoalhaven must do all things reasonably necessary to cause the Easement Documents to be registered by the Titles Office as expeditiously as practicable after the Easement Documents are lodged at the Titles Office.
- (c) Shoalhaven must notify the Owner as soon as practicable after becoming aware of the registration of the Easement Documents.

5.2 Owner to assist

The Owner must promptly provide any assistance reasonably required by Shoalhaven to cause the Easement Documents to be registered by the Titles Office, including:

- (a) signing any documents reasonably required by Shoalhaven;
- (b) doing any thing that may be required to be done under an e-conveyancing system;
- (c) assisting Shoalhaven to reply to and comply with any requisitions raised by the Titles Office; and
- (d) assisting Shoalhaven to obtain any consent or approval required from any person in connection with the registration of the Easement Documents.

5.3 Shoalhaven to pay registration fees

Shoalhaven must pay all registration fees and other fees (including title production fees) in connection with the registration of the Easement Documents.

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5.4 Lost, damaged or destroyed Easement Documents

- (a) If, whilst in the possession or control of a party or any of its Associates (which, in this clause, also includes a mortgagee, chargee or a party's solicitor) or in transit at the direction of any of them (**Responsible Party**), an Easement Document is:
- (i) lost or misplaced and cannot be found after a reasonable time has elapsed;
 - (ii) damaged to the extent that the Easement Document is no longer in a form that will be accepted by the Titles Office for registration; or
 - (iii) destroyed,
- then the Responsible Party must promptly:
- (iv) notify the other party of the occurrence of the relevant event;
 - (v) re-execute the Easement Document;
 - (vi) pay the Costs of the other party that are reasonably and properly incurred in the other party re-executing the Easement Document; and
 - (vii) otherwise comply with all of the Responsible Party's obligations set out in this deed to facilitate re-execution and registration of the Easement Documents.
- (b) If any of the matters described in clause 5.4(a) occur while the Easement Document is in the possession of the Titles Office, the parties must:
- (i) each promptly re-execute the Easement Documents at their own Cost; and
 - (ii) otherwise at their own Cost comply with their respective obligations set out in this deed to facilitate re-execution and registration of the Easement Documents.

6. RIGHT TO CAVEAT

6.1 Caveat

- (a) The Owner must not make a Claim against Shoalhaven (and releases Shoalhaven from any such Claim that the Owner may have) if Shoalhaven lodges a caveat on the title to the Land pursuant to Shoalhaven's interest in this deed and the Easement Instrument.
- (b) Shoalhaven must withdraw the caveat from the title to the Land once the Easements are registered.

7. TERMINATION WHERE SUNSET DATE REACHED

7.1 Shoalhaven may terminate deed

- (a) Despite any other provision of this deed, Shoalhaven may terminate this deed if the Sunset Date is reached before all Easement Documents have been registered at the Titles Office.

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7.2 Shoalhaven to pay Owner's Costs

If the Owner is not in breach of this deed on the date on which Shoalhaven terminates this deed under clause 7.1(a), Shoalhaven must within 20 Business Days of the date on which termination occurs pay to the Owner the Costs which Shoalhaven is required by clause 11 to pay to the Owner.

7.3 Owner may not Claim

The Owner must not make a Claim (including a claim for compensation) against Shoalhaven if Shoalhaven terminates this deed under clause 7.1(a), other than in respect of an antecedent breach of this deed by Shoalhaven.

8. NOT USED

9. ASSIGNMENT AND OTHER DEALINGS IN LAND

9.1 Assignment by Shoalhaven

- (a) Shoalhaven may without the Owner's consent:
 - (i) assign the whole or part of Shoalhaven's interest in this deed, or; or
 - (ii) assign the whole or any part of this deed if permitted to do so under Laws, to another entity which will be the licensee under the Pipelines Act for the Pipeline
- (b) Shoalhaven must not otherwise assign the whole or part of Shoalhaven's interest in this deed to another person unless Shoalhaven first obtains the Owner's consent.

9.2 Assignment by Owner

- (a) The Owner must not assign, transfer, novate, dispose of or otherwise deal with the whole or part of the Owner's interest in this deed unless the Owner first obtains Shoalhaven's consent (which may be given or withheld by Shoalhaven in Shoalhaven's absolute discretion).
- (b) An assignment, transfer, novation, disposal or other dealing by the Owner without Shoalhaven's consent is a breach of this deed and is of no effect.

9.3 Sale of Land

The Owner must not prior to the registration of the Easement Documents:

- (a) sell, transfer or dispose of any part of the Proposed Easement Site;
- (b) grant a concurrent lease over any part of the Proposed Easement Site;
- (c) grant a mortgage or charge over any part of the Proposed Easement Site; or

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- (d) enter into an agreement or arrangement (including the grant of an option or other pre-emptive right) to do any of the things referred to in or contemplated by clauses 9.3(a) to 9.3(c) (inclusive) above,

(a **Disposal**), unless prior to the Disposal occurring the Owner and the purchaser, transferee, donee, concurrent lessee, mortgagee, chargee or other person acquiring a right or interest (**Disposnee**) enters into a deed (at the Owner's Cost) with Shoalhaven, on terms acceptable to Shoalhaven, including that:

- (e) if the Disposal is a sale, transfer, disposal or concurrent lease, the Disposnee covenants with Shoalhaven that the Disposnee will comply with the Owner's obligations under this deed as if the Disposnee was the Owner; and
- (f) if the Disposal is a mortgage or charge, the Disposnee consents to and covenants to be bound by the Easement on the same terms as the Owner has covenanted to grant the Easement under this deed.

9.4 Other dealings with Land

Until the Easement Documents are registered at the Titles Office, the Owner must not:

- (a) grant a lease, easement, covenant, licence or other right relating to the Proposed Easement Site to any person; or
- (b) allow any person to register a writ or encumbrance affecting the Land,

if doing so would affect Shoalhaven's rights under this deed without Shoalhaven's prior consent, which may only be given or withheld in reasonably.

10. RELEASE AND INDEMNITY

10.1 Release and indemnity

The Owner:

- (a) releases unconditionally and forever all Claims which the Owner has or asserts to have or could, would or might but for this release have against Shoalhaven:
- in connection with the grant of the Easements; and
- (b) indemnifies Shoalhaven and its Associates, and Shoalhaven and Shoalhaven's Authorised Users, from and against any and all Claims that are made against Shoalhaven or an Shoalhaven Authorised User:
- in connection with the grant of the Easement, including any Claim by any person who:
- (i) claims or establishes a derivative interest to the interest in the Land claimed by the Owner; or
- (ii) claims an interest in the Land as a beneficiary under any trust, the assets of which include the Land.

Shoalhaven:

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- (a) releases unconditionally and forever all Claims which Shoalhaven has or asserts to have or could, would or might but for this release have against the Owner in connection with the grant of the Easement; and
- (b) indemnifies the Owner from and against any and all Claims that are made against the Owner in connection with the grant of the Easement.

11. COSTS AND STAMP DUTY

11.1 Shoalhaven to pay Owner's legal costs

- (a) Shoalhaven must pay or reimburse to the Owner the Owner's legal costs and expenses which are reasonably and properly incurred by the Owner in connection with the preparation, negotiation, execution and performance of this deed and any documents required to be entered into by the Owner pursuant to the terms of this deed (including the Easement Documents).
- (b) Shoalhaven must pay or reimburse the Owner's legal costs and expenses under clause 11.1(a) in respect of the preparation, negotiation and execution of this deed and any associated documents within 30 Business Days after the later to occur of:
 - (i) the date on which all Easement Documents have been registered at the Titles Office; and
 - (ii) the date on which the Owner provides to Shoalhaven a valid tax invoice for the legal costs and expenses properly claimed by the Owner under clause 11.1(a).

11.2 Stamp duty

Shoalhaven must pay all stamp duty (if any) payable on this deed and the Easement Documents.

11.3 Other Costs

Subject to clause 11.1, each party must pay its own Costs for everything it must do under this deed or any document required to be entered into by any party pursuant to the terms of this deed, except to the extent to which this deed (or that other document) provides otherwise.

12. DISPUTES AND DISPUTE RESOLUTION

12.1 No litigation or other proceedings

Subject to clause 12.4, neither party may commence litigation, arbitration or other proceedings against the other party unless the party wishing to initiate the litigation, arbitration or other proceedings has first complied with the requirements of this clause 12.

12.2 Dispute Notice

If a dispute between the parties arises under or in connection with this deed, either party may give the other party a Dispute Notice.

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12.3 Good faith negotiations

- (a) Within 15 Business Days after a Dispute Notice has been issued, the senior representatives of the parties who have authority to resolve the dispute the subject of the Dispute Notice must meet to discuss the dispute the subject of the Dispute Notice and endeavour to agree on the process and timeframes for resolving that dispute.
- (b) Following on from that meeting, the parties and their senior representatives must use reasonable endeavours, acting in good faith, to attempt to resolve the dispute by negotiations for at least 45 Business Days.
- (c) If the dispute has not been resolved within the time period in clause 12.3(b), either party may commence litigation or other proceedings against the other party.

12.4 Injunctive relief

Nothing in this clause 12 prevents a party from seeking urgent injunctive or declaratory relief in respect of a dispute arising under or in connection with this deed.

12.5 Parties to perform while in dispute

Despite the existence of a dispute or the giving of a Dispute Notice, each party must continue to perform its respective obligations under this deed to the extent to which it is reasonably practicable to perform that obligation despite the existence of the dispute or the giving of the Dispute Notice.

12.6 Costs

Each party must pay its own Costs incurred in connection with any Dispute Notice and that party's compliance with the requirements of this clause 12.

13. GOODS AND SERVICES TAX (GST)

13.1 Consideration GST exclusive

Unless otherwise stated, all consideration provided under this deed is exclusive of GST.

13.2 Liability to pay additional amount

- (a) If a party (**Supplying Party**) makes a taxable supply to another party (**Recipient**) under or in connection with this deed (not being a taxable supply the consideration for which is expressly described as GST inclusive), then the Recipient must also pay to the Supplying Party, at the same time as the consideration for the taxable supply is paid or otherwise given to the Supplying Party and without set off, deduction or requirement for demand, an additional amount equal to any GST payable in connection with that taxable supply.
- (b) No additional amount shall be payable by the Owner under clause 13.2(a) unless, and only to the extent that, the Owner (acting reasonably and in accordance with the GST Law) determines that it is entitled to an input tax credit for its acquisition of the taxable supply giving rise to the liability to pay GST

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13.3 Registration for GST

If not already registered, the Supplying Party undertakes to register for GST under the GST Law before any Supply is made under this deed.

13.4 Tax invoice

The Supplying Party's right to payment under clause 13.1 is subject to a tax invoice being delivered to the Recipient to enable the Recipient to claim input tax credits for the taxable supply.

13.5 Adjustment event

If an adjustment event arises in connection with a taxable supply made in connection with this deed:

- (a) the Supplying Party must re-calculate the GST payable to reflect the adjustment event;
- (b) the Supplying Party must give the Recipient an adjustment note as soon as reasonably practicable after the Supplying Party becomes aware of the adjustment event; and
- (c) the adjustment amount must be paid without delay either by the Recipient to the Supplying Party or by the Supplying Party to the Recipient as the case requires.

However, the payment of any adjustment amount by the Recipient to the Supplying Party in respect of an increase to the GST payable on a taxable supply is subject to the Supplying Party providing an adjustment note to the Recipient that complies with the GST Law.

13.6 GST and reimbursements

If a payment to a party is a reimbursement or indemnification, calculated by reference to a Loss or Cost suffered by that party in relation to the acquisition by that party of a taxable supply under this deed, then the payment to that party will be reduced by the amount of any input tax credit to which that party (or the representative member of any GST group of which that party is a member) is entitled arising out of the acquisition of the taxable supply to which that Loss or Cost relates.

13.7 Exclusion of GST from calculations

If a payment is calculated by reference to, or as a specified percentage of, another amount that payment must be calculated by reference to, or as a specified percentage of, the amount exclusive of GST.

14. CONFIDENTIALITY

14.1 Deed confidential

- (a) This deed and its terms are confidential.
- (b) The Owner must not disclose this deed or any of the terms of this deed to any person unless permitted to do so under clause 14.2.

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14.2 Permitted disclosure

The Owner may only disclose this deed or any of the terms of this deed:

- (a) to the Owner's financial, accounting and legal advisers;
- (b) to the extent that the disclosure is compelled by a court of competent jurisdiction or by Law; or
- (c) with Shoalhaven's prior consent (which may be given or withheld in Shoalhaven's absolute discretion).

15. NOTICES

15.1 How given

Any notice which must be given under this deed must be:

- (a) in legible writing in the English language;
- (b) addressed to the recipient of the notice; and
- (c) hand delivered to, sent by pre-paid post to or emailed to the relevant email address for the recipient as set out in Item 1 (or such other notice particulars as that party gives to the other party, following the procedures in this clause 15).

15.2 When given

A notice is taken to have been given:

- (a) if hand delivered, on the date on which it is delivered;
- (b) if sent by pre-paid post, on the third Business Day (seventh if sent internationally) day after the date of posting; or
- (c) if sent by email, at the time sent, unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent (which, to avoid doubt, excludes "out of office" messages),

provided that, if a notice is taken to be given on a day which is not a Business Day or after 5.00pm on a Business Day, the notice is instead taken to be given at 9.00am on the next Business Day.

16. GENERAL

16.1 Shoalhaven's Authorised Users

Any Shoalhaven Authorised User may exercise any right or perform any obligation of Shoalhaven on Shoalhaven's behalf, subject to clause 16.2

16.2 Associates

- (a) A party must ensure that its Associates comply with the terms of this deed and do not cause the party to breach this deed.

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- (b) Anything done or not done by an Associate of a party is, for the purposes of this deed and for the purposes of establishing whether the party is in breach of this deed, deemed to have been done or not done by that party.

16.3 Consents, approvals and agreements

Unless this deed expressly provides otherwise, where a party's consent, approval or agreement is required under this deed:

- (a) the consent, approval or agreement must be given in writing to be effective; and
- (b) that party must not:
 - (i) unreasonably withhold or delay in giving its consent, approval or agreement; or
 - (ii) attach any unreasonable conditions to its consent, approval or agreement.

16.4 Invalidity and severance

If a provision of this deed is void, voidable or unenforceable, it must be read down. If the provision cannot be read down then it must be severed and the remainder of this deed will continue to have full effect.

16.5 No merger

Rights and obligations of a continuing nature (including releases and indemnities) which are not fully satisfied or discharged on completion of any transaction contemplated by this deed do not merge on completion of the transaction and continue in full force and effect.

16.6 No variation

This deed can only be amended, varied, supplemented or replaced by another deed signed by the parties.

16.7 No waiver

A party may only waive a right or remedy under this deed by notice to the other party. No other act, omission or delay constitutes a waiver.

16.8 Counterparts and date of deed

- (a) This deed may be signed in any number of counterparts and all such counterparts taken together constitute one and the same deed.
- (b) If this deed is undated and there is no contrary intention stated, the date of this deed is the date of last execution by a party.

16.9 Further assurance

Each party must do anything (including executing a document) reasonably necessary, or reasonably required by the other party, to give effect to this deed and the transactions contemplated by it.

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16.10 Governing law and jurisdiction

This deed is governed by the Laws of New South Wales and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the courts and tribunals of New South Wales.

16.11 Entire deed

This deed contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this deed.

17. ELECTRONIC SIGNATURE AND EXCHANGE

17.1 Consent and execution

- (a) This deed may be signed by or on behalf of a party by an Electronic Signature.
- (b) If a party is a company, that party may sign this deed by Electronic Signature of:
 - (i) 2 directors of the company; or
 - (ii) a director and a company secretary of the company; or
 - (iii) for a proprietary company that has a sole director who is also the sole company secretary, that director.
- (c) Shoalhaven may also sign this deed by Electronic Signature by Electronic Signature of an officer of Shoalhaven who has delegated authority to execute this deed for and on behalf of Shoalhaven.

17.2 Intention to be bound

Where an Electronic Signature has been used to sign this deed, the parties warrant that their Electronic Signature was used to:

- (a) identify and authenticate the person signing;
- (b) where the party is an individual, indicate that the person intended to be bound by the terms of this deed; and
- (c) where the party is a company, the person intended to bind the company to the terms of this deed.

17.3 Counterparts, exchange and print out

- (a) This deed may be Electronically Signed in any number of counterparts which together will constitute one deed.
- (b) Each party consents to the exchange of counterparts of this deed by delivery by email or such other electronic means as may be agreed in writing.
- (c) Where this deed is required by Law to be in physical form, a print out of an Electronically Signed copy of this deed satisfies that requirement.

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- (d) Each party must, upon reasonable request by the other party, as soon as reasonably practicable, deliver a physical counterpart of this deed with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, provided that a failure to comply with the request does not affect the validity or enforceability of this deed.

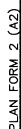
CL22.296 - Attachment 1

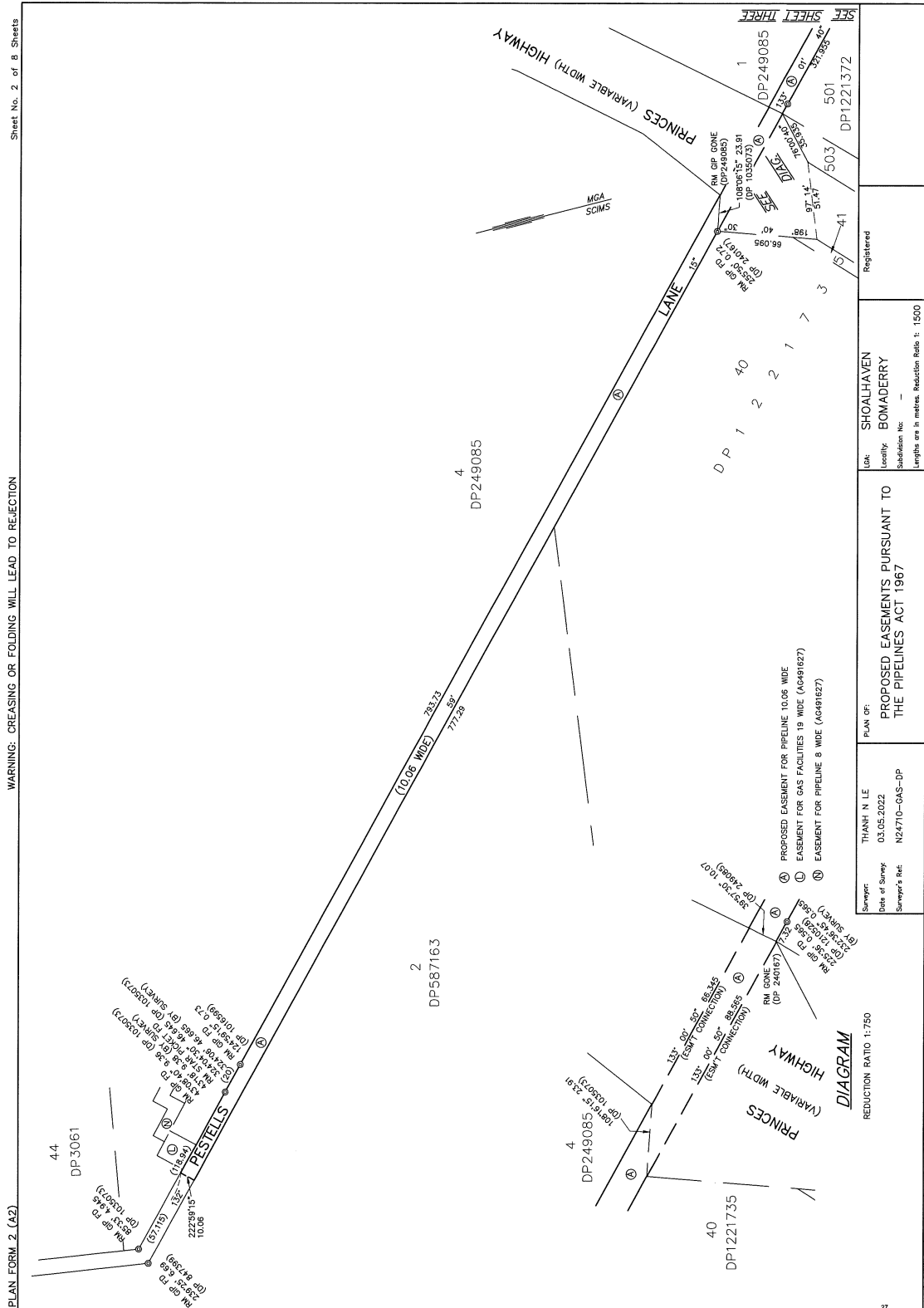
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SCHEDULE 1

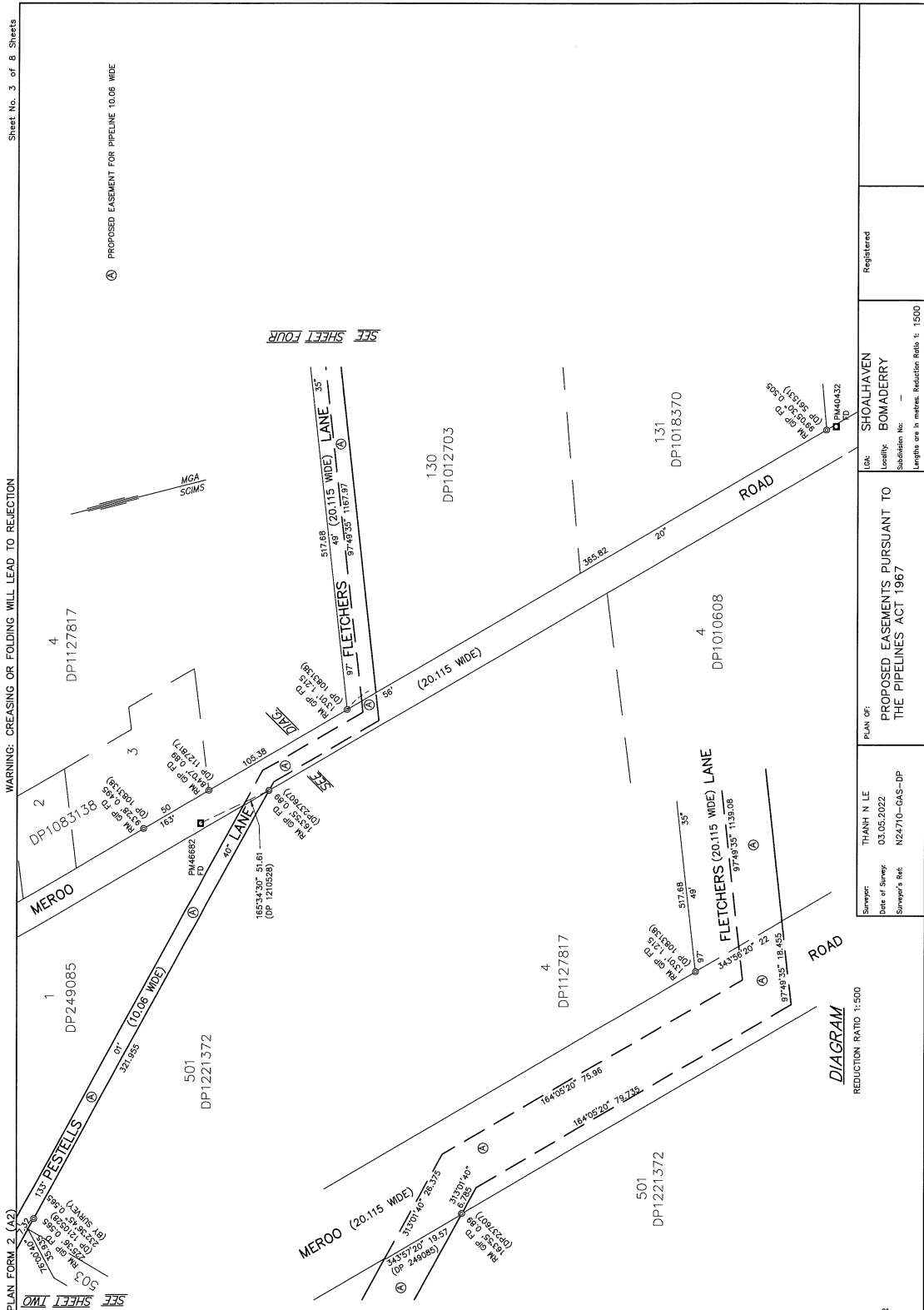
Draft Easement Plan

CL22.296 - Attachment 1





CL22.296 - Attachment 1



CL22.296 - Attachment 1







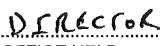
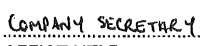






PLAN FORM 6 (2020)		WARNING: Creasing or folding will lead to rejection																																		
DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 Sheet(s)																																		
Office Use Only		Office Use Only																																		
Registered:																																				
Title System:																																				
PLAN OF PROPOSED EASEMENTS PURSUANT TO THE PIPELINES ACT 1967		LGA: SHOALHAVEN Locality: BOMADERRY Parish: BUNBERRA County: CAMDEN																																		
<p align="center">Survey Certificate</p> <p>I, THANH N LE of ALLEN PRICE AND SCARRATTS PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ** EASEMENTS AND CONNECTIONS) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on 03.05.2022 the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: "X" – "Y" Type: Urban/Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 21.06.22 Surveyor Identification No.: 8205 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>* Strike out inappropriate words ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>		<p align="center">Crown Lands NSW/Western Lands Office Approval</p> <p>I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: _____ Date: _____ File Number: _____ Office: _____</p>																																		
<p align="center">Subdivision Certificate</p> <p>I, _____ *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: _____ Registration number: _____ Consent Authority: _____ Date of endorsement: _____ Subdivision Certificate number: _____ File number: _____</p> <p><small>* Strike through if inapplicable</small></p>																																				
<p>Plans used in the preparation of survey/compilation</p> <table border="0"> <tr> <td>DP1016599</td> <td>DP1083138</td> <td>DP1180659</td> </tr> <tr> <td>DP1035073</td> <td>DP1127817</td> <td>DP120859</td> </tr> <tr> <td>DP1210528</td> <td>DP561531</td> <td>DP620360</td> </tr> <tr> <td>DP249085</td> <td>DP1007274</td> <td>DP579548</td> </tr> <tr> <td>DP240167</td> <td>DP1049042</td> <td>DP746244</td> </tr> <tr> <td>DP237607</td> <td>DP553603</td> <td>DP1258102</td> </tr> <tr> <td>DP1121337</td> <td>DP259169</td> <td>DP774892</td> </tr> <tr> <td>DP285988</td> <td>DP447637</td> <td>DP203965</td> </tr> <tr> <td>DP1130535</td> <td>DP1198094</td> <td>DP23825</td> </tr> <tr> <td>DP773476</td> <td>DP1145116</td> <td>DP1000265</td> </tr> <tr> <td>DP1222627</td> <td>DP1062668</td> <td></td> </tr> </table>		DP1016599	DP1083138	DP1180659	DP1035073	DP1127817	DP120859	DP1210528	DP561531	DP620360	DP249085	DP1007274	DP579548	DP240167	DP1049042	DP746244	DP237607	DP553603	DP1258102	DP1121337	DP259169	DP774892	DP285988	DP447637	DP203965	DP1130535	DP1198094	DP23825	DP773476	DP1145116	DP1000265	DP1222627	DP1062668		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	
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Surveyor's Reference: N24710–GAS–DP		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A																																		

CL22.296 - Attachment 1

PLAN FORM 6A (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 2 Sheet(s)
Office Use Only	Office Use Only	
Registered:	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
PLAN OF		
<p>PROPOSED EASEMENTS PURSUANT TO THE PIPELINES ACT 1967</p>		
Subdivision Certificate number:		
Date of endorsement:		
<p>STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE</p> <p>PURSUANT TO THE PIPELINES ACT 1967, IT IS INTENDED TO ACQUIRE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR PIPELINE 10.06 WIDE (A) 2. EASEMENT FOR PIPELINE AND APPARATUS AND WORKS PERTAINING TO GAS FACILITIES VARIABLE WIDTH (P) <p>I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PIPELINES REGULATION 2013</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  SIGNATURE PETER E STRETTON NAME (BLOCK LETTERS) </div> <div style="width: 45%;">  SIGNATURE CHRISTIAN PAPALIA NAME (BLOCK LETTERS) </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  OFFICE HELD SHOALHAVEN STARCHES Pty Limited (ACN 000 045 045) AUTHORITY: SECTION 127 CORPORATIONS ACT, 2001 </div> <div style="width: 45%;">  OFFICE HELD </div> </div> <p style="text-align: center; font-size: small;">If space is insufficient use additional annexure sheet</p>		
Surveyor's Reference: N24710-GAS-DP		

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SCHEDULE 2

Terms of Easements

1. INTERPRETATION

In this Easement, except to the extent that the context indicates a contrary intention:

- (a) the singular includes the plural and conversely;
- (b) reference to the Grantor or to the Grantee includes the Grantor's or the Grantee's (as the case may be) successors and assigns;
- (c) words referring to natural persons include any corporation, partnership, association, trust or government or semi-government authority, agency, or instrumentality and conversely;
- (d) reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment of that legislation or any statutory provision substituted for it and any subsidiary legislation and other statutory instruments issued pursuant to that legislation or as it may be modified, re-enacted, or substituted; and
- (e) where there is more than one Grantor the covenants and agreements in this Easement extend to and bind the Grantors jointly and each of them severally.

2. DEFINITIONS

In this Easement, except to the extent that the context indicates a contrary intention:

- (a) **Act** means the *Pipelines Act 1967* (NSW);
- (b) **Adjacent Land** means land adjoining or immediately adjacent to the Easement Site which is owned or controlled by the Grantor;
- (c) **Approval** means an approval, consent licence, permission or the like.
- (d) **Easement** means the easement granted by the Grantor to the Grantee in accordance with this document;
- (e) **Easement Site** means the part of the Servient Tenement over which the Easement is located;
- (f) **Agent** means any of the Grantee's surveyors, engineers, servants, agents, employees, licensees, contractors, subcontractors, or other person authorised by the Grantee;
- (g) **Gas** means any naturally occurring hydrocarbon or mixture of hydrocarbons in a gaseous or liquid state whether occurring with or in conjunction with other substances or not, and includes any product or by-product of those hydrocarbons or other substances;
- (h) **Pipeline** means one or more systems of pipes, each of which may be used for the transportation of Gas, and all ancillary and subsurface works and associated facilities and equipment including without limitation, pumps and compressors, valves, meters, fittings, facilities for cathodic protection, communication and power systems and any other works, facilities, and equipment necessary or useful for the transportation of Gas by Pipeline;
- (i) **Pipeline Purposes** means to lay down, construct, , operate, maintain, inspect, use, patrol (including aerial patrol), alter, test, remove, replace, reconstruct, and/or repair a Pipeline for the transportation of Gas;

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- (j) **Notified Activity** means any of the following activities to the extent the activity will involve work within 5.03 m of the Pipeline:
- i. To excavate (including blasting), drill, install, erect, or permit to be excavated, drilled, installed, or erected on or under the Easement or Adjacent Land any pit, well, foundation, pavement or other structure;
 - ii. To construct, place, or store any structure or item on the Easement;
 - iii. Plant or maintain any trees or shrubs on the Easement or Adjacent Land whose root system may interfere with the Pipeline;
 - iv. To move, remove or deface any warning or other sign installed by Grantee with the permission of the Grantor;
 - v. To change the surface of the Easement or Adjacent Land in a way that changes, or may cause a change to, the depth of burial of the Pipeline;
 - vi. Use of vibrating rollers or equipment within the Easement;
 - vii. Any other activity that knowingly represents a danger to the Pipeline or is a danger to the operation of the Pipeline or its apparatus or works including signs, vent pipes and cathodic protection systems including anode beds and electrolysis test points.
- (k) **Servient Tenement** means the land burdened by the easement granted by this document.

3. GRANT OF EASEMENT

3.1 Grant of Easement

Subject to the other terms of this Easement, the Grantor grants to the Grantee the full and free right and liberty for the Grantee and its Agents with or without vehicles, plant and equipment of any description:

- (a) to enter upon, pass and repass on and over the Easement Site for Pipeline Purposes; and
- (b) to carry out activities on the Easement Site for Pipeline Purposes,

provided that any Pipeline must be located at a depth of at least 1.2m below the existing surface of the Servient Tenement, as at the date of the grant of this Easement, and so as to avoid interfering with any other services, pipelines, infrastructure or equipment currently located within the Easement Site or Servient Tenement.

3.2 The Grantee's rights

The Grantee may subject to having obtained any necessary Approvals, clear the Easement Site and may, cut, and remove timber, trees, undergrowth, crops, gates, grids, and fences as necessary for the purposes of exercising its rights under this Easement.

- (a)

3.3 Construction of Works

- (a) Before carrying out works to construct the Pipeline, the Grantee must obtain all necessary Approvals for the Pipeline and provide the Council with a copy of all engineering drawings showing the design and location of the Pipeline and a copy of all required Approvals;

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- (b) The Grantor and Grantee must, prior to the Grantee commencing construction of the Pipeline, agree on a schedule of inspections of the construction works;
- (c) During the construction of the Pipeline, the Grantee must permit the Grantor, accompanied by a suitably qualified geotechnical engineer to inspect the construction works at the inspection times agreed between the Grantor and the Grantee;
- (d) The Grantee must ensure that on completion of construction of the Pipeline, the Easement Site is restored to the condition it was in prior to carrying out the construction of the Pipeline, to the satisfaction of the Grantor, and the Grantee must carry out any rectification works to the Easement Site reasonably required by the Grantor;
- (e) On completion of the construction of the Pipeline, the Grantee must provide the Grantor all documents obtained by the Grantee certifying that the Pipeline is safe for operation and complies with all applicable Australian Standards and legislative requirements;
- (f) No later than 60 days after construction of the Pipeline is complete, the Grantee is to submit to the Council a full works-as-executed-plan in respect of the Pipeline.

3.4 The Grantee's Obligations

The Grantee must:

- (a) install signage to make the location of the Pipeline on the Easement Site known to the public;
- (b) not obstruct or make unsafe the carriageway of the public roads within the Servient Tenement;
- (c) keep the Grantor informed of the name and contact details including email address of the representative of the Grantee to contact in respect of this Easement;
- (d) keep the Grantor informed as to the timing, nature and extent of any planned activities within the Easement Site likely to affect the Grantor or members of the public using the Servient Tenement, including providing at least 15 Business Days' notice of any proposed works within the Easement Site which could impact on the use of the Servient Tenement as a public road;
- (e) provide at least 24 hours' advance notice of intention to enter the Easement Site for any purpose other than to carry out works;
- (f) minimise disruption to the Grantor, and the public and any occupier of the Servient Tenement including:
 - a. minimising disruption to the public's right of access along any public road;
 - b. not bringing any explosive or flammable or corrosive liquids or chemicals upon the Easement Site;
 - c. not interfering with any drains, water supply, gas, electric, plumbing or other services on the Servient Tenement;
- (g) take reasonable precautions to minimise dust and erosion during any works for Pipeline Purposes;
- (h) use reasonable precautions to avoid introducing any pests, weeds or animal or plant diseases into the Servient Tenement;
- (i) not leave rubbish or waste on the Servient Tenement;
- (j) do as little damage as is reasonably practicable to the Easement Site;

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- (k) make good in a timely manner, at its own expense, all and any damage and adverse impact caused to the Easement Site or any infrastructure erected thereon, to the reasonable satisfaction of the Grantor and to a standard necessary to ensure that any part of the Servient Tenement which is a public road is safe for use as a public road; and
- (l) ensure that any excavation is backfilled, compacted and returned, as far as reasonably possible, to the pre-existing condition of the ground around it, within twenty one (21) days of the excavation, or such earlier time as is required by the Grantor (acting reasonably), and the Grantee must take reasonable precautions to prevent injury or damage to stock or persons using the Servient Tenement, including as a result of not having restored any part of a public road to its pre-existing condition; and
- (m) at its own expense keep any works constructed on the Easement Site for Pipeline Purposes in a proper and fit state of repair.

4. NOTIFIED ACTIVITIES

Except in the case of an emergency or other urgent need, prior to carrying out any Notified Activity on the Easement or permitting a third party to carry out any Notified Activity on the Easement, the Grantor must:

- (a) provide the Grantee with prior notice and details (including proposed dates and scope of works) of the Notified Activity, so that the Grantee may provide the Grantor with information in relation to the Notified Activity;
- (b) take into account any information so provided by the Grantee in carrying out the Notified Activity; and
- (c) if practicable, permit the Grantee or its representatives or contractors to observe the Notified Activity, provided that the Grantor is under no obligation to change the proposed date and time of the works to accommodate the Grantee's availability to observe.

5. OWNERSHIP OF PIPELINE

Despite any rule of law or equity, the Pipeline, and any part of it, which is brought onto, laid, constructed, or erected upon or buried in or under the Easement Site by the Grantee:

- (a) remains at all times the property of the Grantee even though it may be annexed to or affixed to the land; and
- (b) may be removed in whole or in part by the Grantee at any time provided that the Grantee may in its absolute discretion leave the Pipeline or any part of it buried in the ground.

Nothing in this Easement affects or prejudices the rights of the Grantee or the Operator under the Act or under any permission, license or lease granted pursuant to the Act.

6. RELEASE AND INDEMNITY

- (a) The Grantee releases the Grantor unconditionally and forever from all Claims which Shoalhaven has or asserts to have or could, would or might but for this release have against the Grantor arising in connection with the grant of the Easement, the occupation of the Easement Site by the Grantee and the construction and operation of any works carried out on the Easement Site; and

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- (b) The Grantee indemnifies the Grantor from and against any and all Claims that may be sustained suffered or made against the Grantor arising in connection with the grant of the Easement, the occupation of the Easement Site by Shoalhaven and the construction and operation of any works on the Easement Site; and
- (c) The Grantee is to take out and keep current to the satisfaction of the Grantor at all times public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Grantor, the Grantee and any contractor of the Grantee, for liability to any third party.

7. GENERAL

7.1 Assignment

The Grantee may assign, transfer, encumber or otherwise deal with the whole or any part of its interest in this Easement to another entity which is a prescribed authority within the meaning of the *Conveyancing Act 1919* and which is a licensee under the Act and the Grantor must, if requested by the Grantee, execute all deeds, instruments, or other documents, and do all things which are necessary to give effect to the assignment, transfer, encumbrance, or other dealing at the cost of the Grantee.

Any assignment, transfer, encumbrance of, or other dealing with, the Easement must be carried out in accordance with the provision of the *Real Property Act 1900 (NSW)*.

7.2 Quiet enjoyment

Subject to the Grantee observing and performing the covenants and conditions under this Easement, the Grantee is entitled to peaceably hold and enjoy the rights, liberties and privileges granted by this Easement with hindrance, molestation, or interruption from the Grantor or of any person claiming by, through, under or in trust for the Grantor.

7.3 Grantor as register proprietor

If the Grantor is not at the date of this Easement the sole registered proprietor of an estate in fee simple in the Servient Tenement, the Easement nevertheless binds the Grantor to the full extent of the Grantor's interest in the Servient Tenement: and if the Grantor subsequently acquires a greater or the entire interest in the Servient Tenement this easement binds the Grantor in respect of those after acquired interests.

7.4 Notices

Any notice which must be given under this deed must be:

- (a) in legible writing in the English language;
- (b) addressed to the recipient of the notice; and
- (c) hand delivered to, sent by pre-paid post to or emailed to the relevant email address for the recipient notified to the other party.

A notice is taken to have been given:

- (d) if hand delivered, on the date on which it is delivered;

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- (e) if sent by pre-paid post, on the third Business Day (seventh if sent internationally) after the date of posting; or
- (f) if sent by email, at the time sent, unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent (which, to avoid doubt, excludes "out of office" messages),

provided that, if a notice is taken to be given on a day which is not a Business Day or after 5.00pm on a Business Day, the notice is instead taken to be given at 9.00am on the next Business Day.

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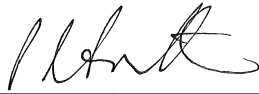
EXECUTION

Executed as a deed on

2022

SHOALHAVEN

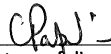
Executed as a deed by Shoalhaven Starches
Pty Limited ACN 000 045 045 in accordance
with section 127 of the *Corporations Act 2001*
(Cth):



Signature of director/company secretary

PETER STENROD

Name of director (please print)



Signature of director/secretary

CHRISTIAN PAPALIA

Name of director/secretary (please print)

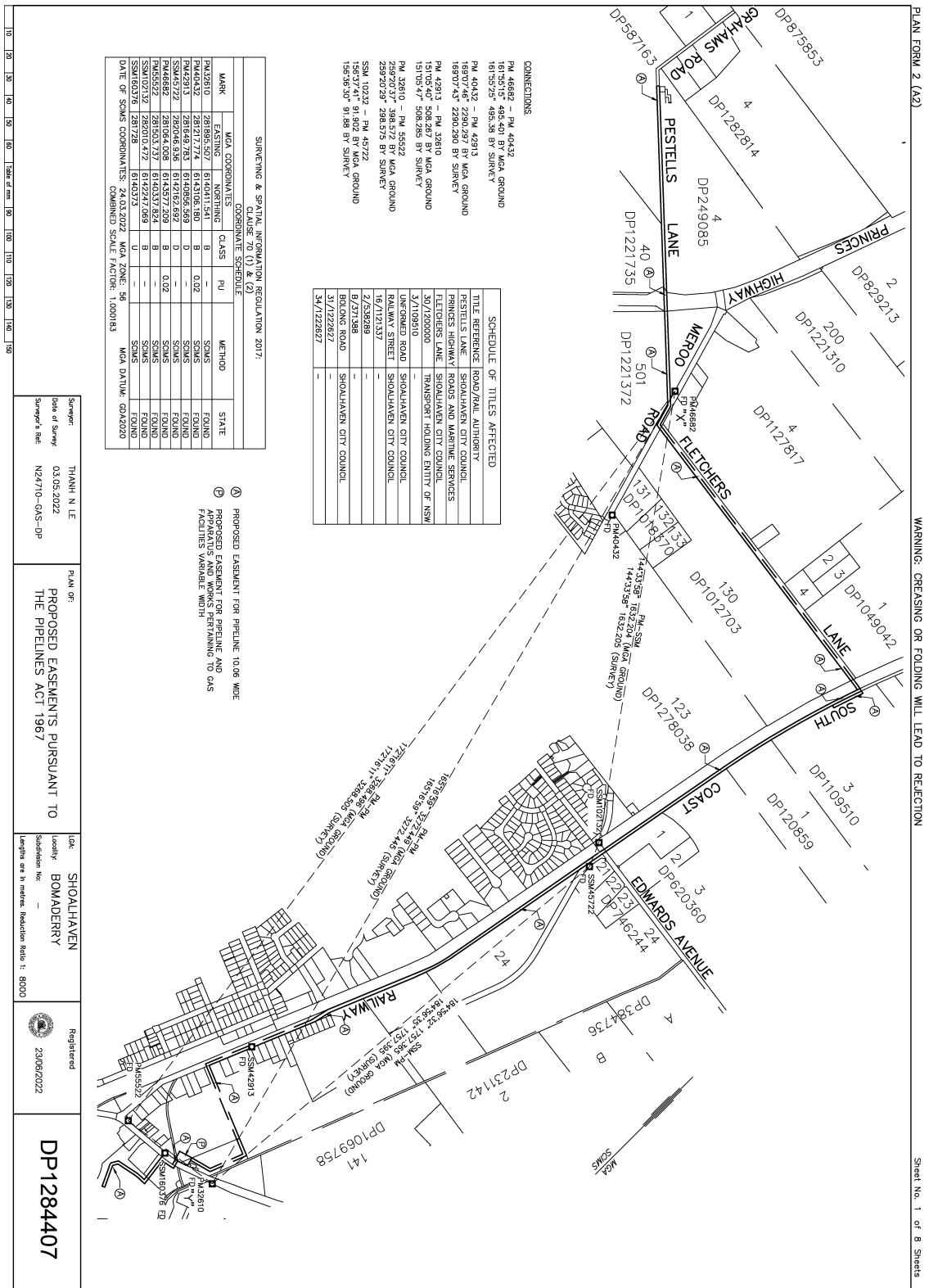
OWNER

Executed as a deed by Shoalhaven City Council
under delegation pursuant to s377 of the Local
Government Act 1993 (NSW) and a resolution
of the Council dated _____ 2022:

Signature of General Manager

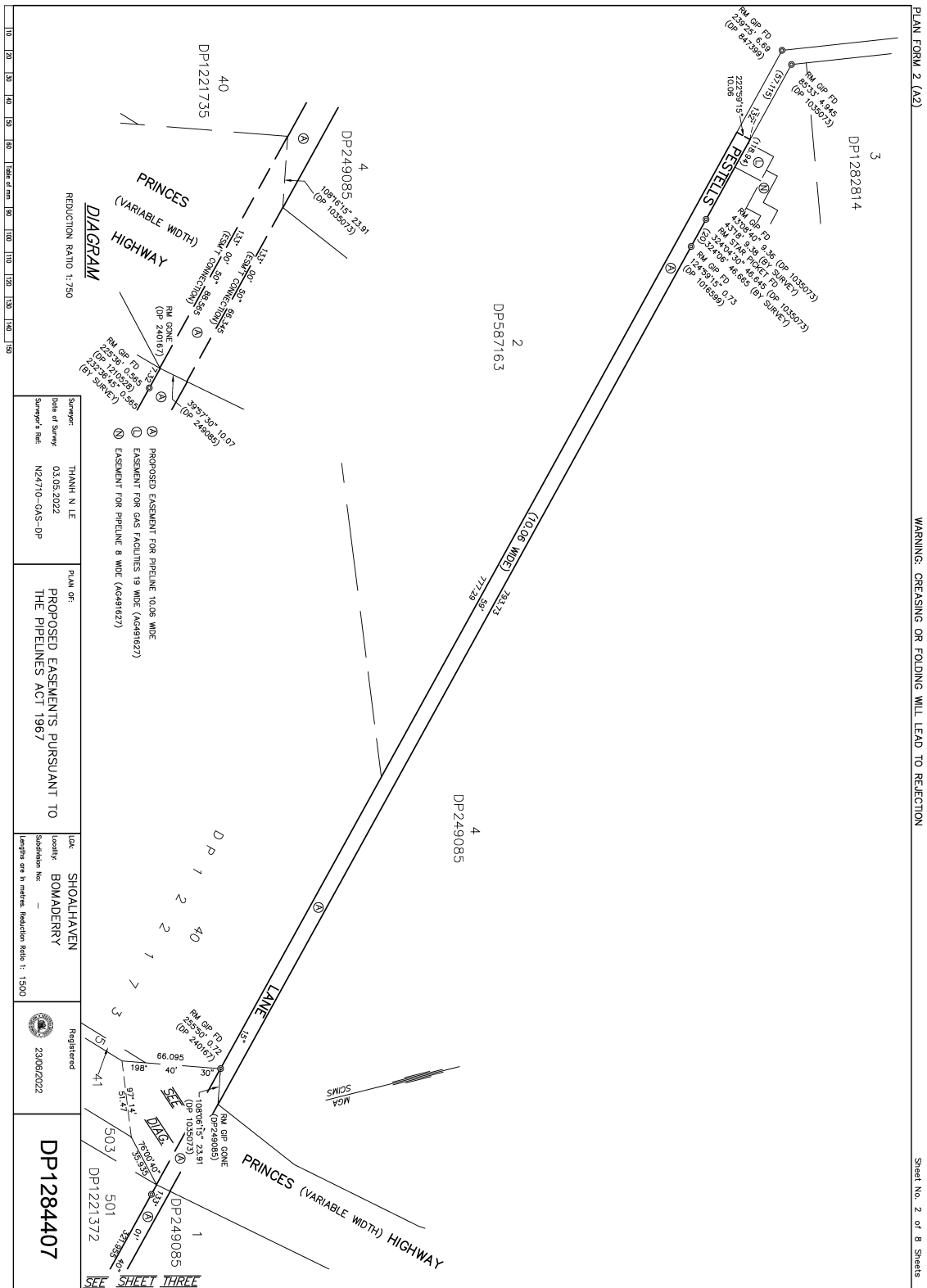
Signature of witness

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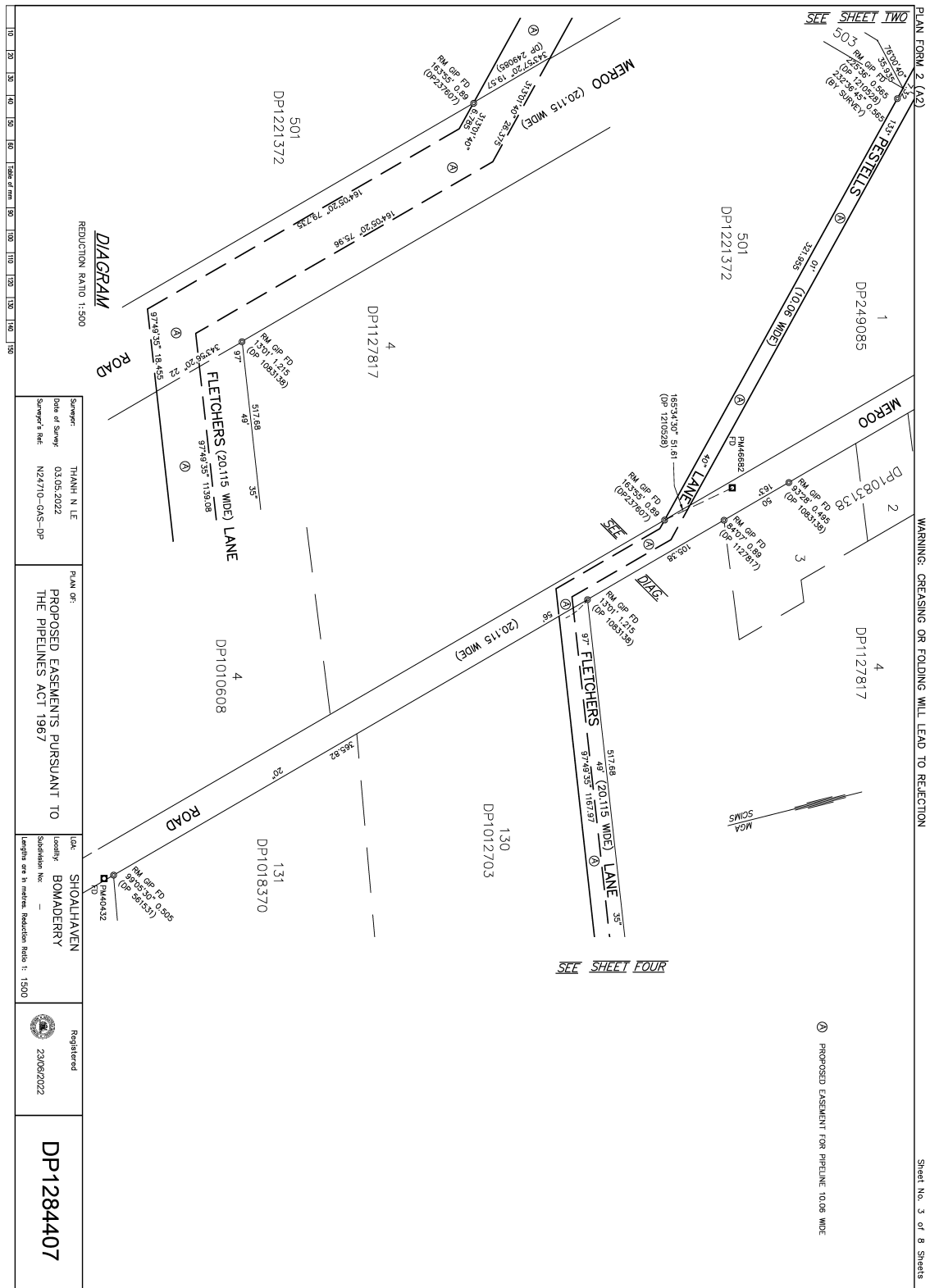
CL22.296 - Attachment 2

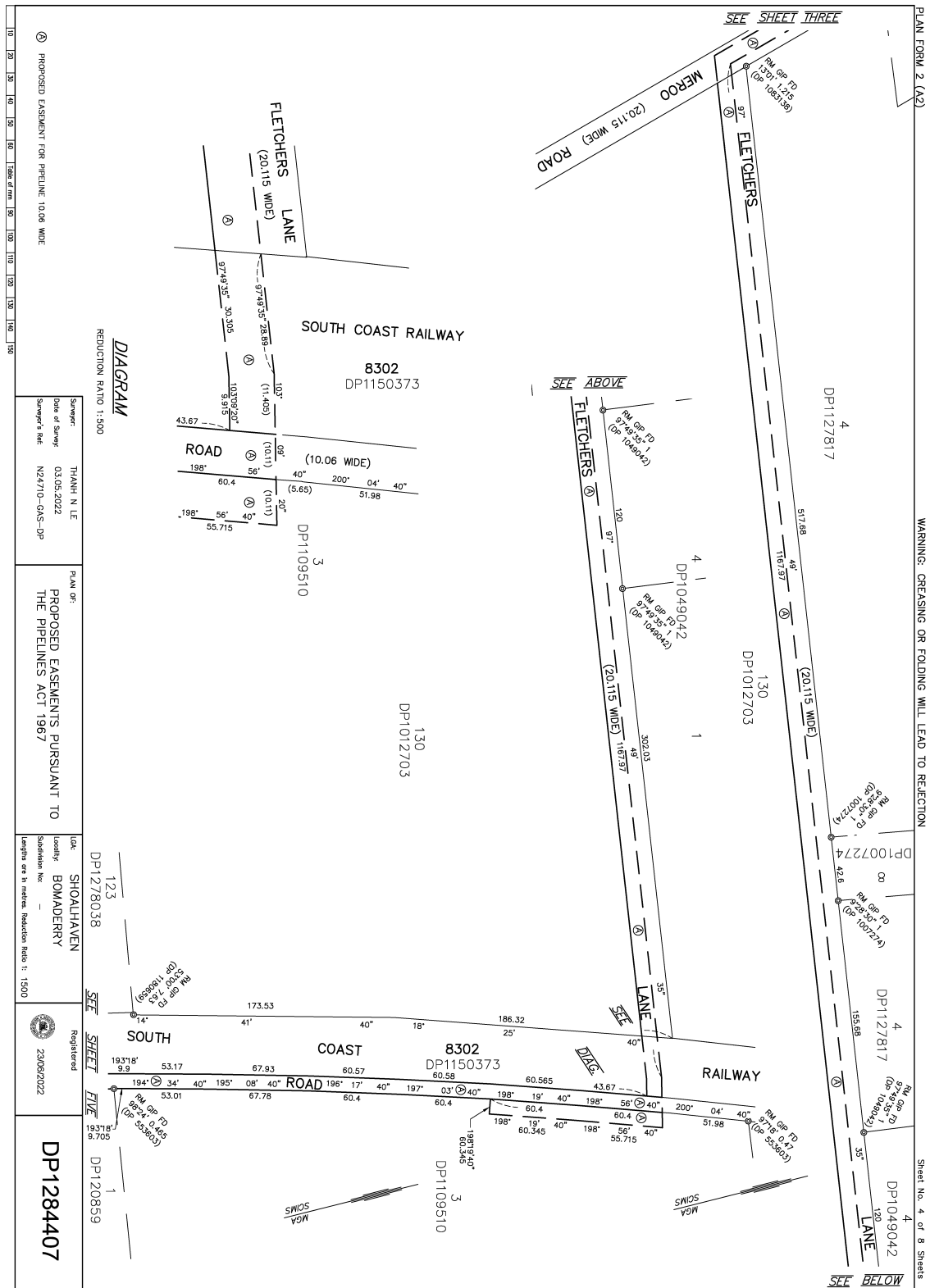
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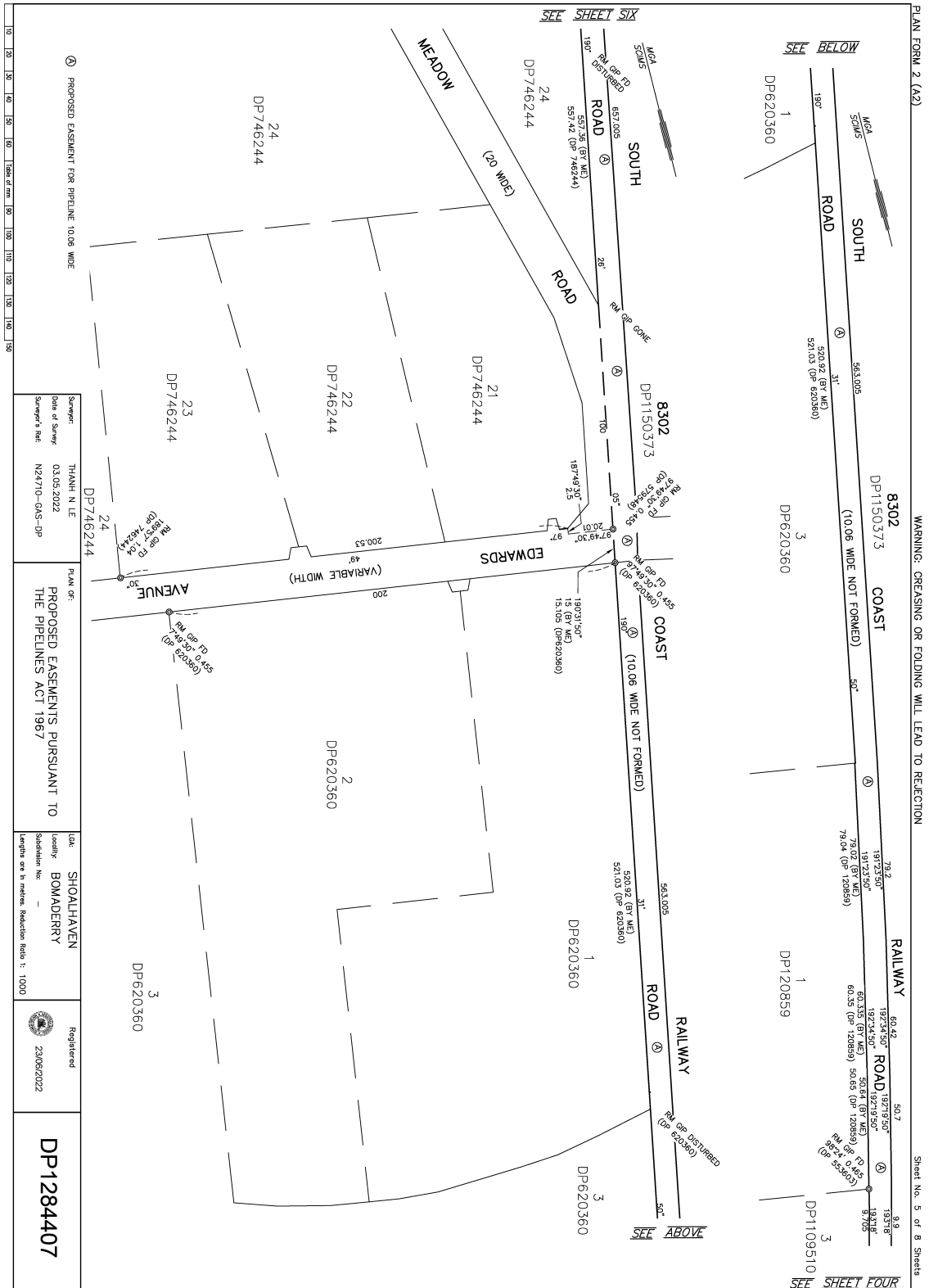
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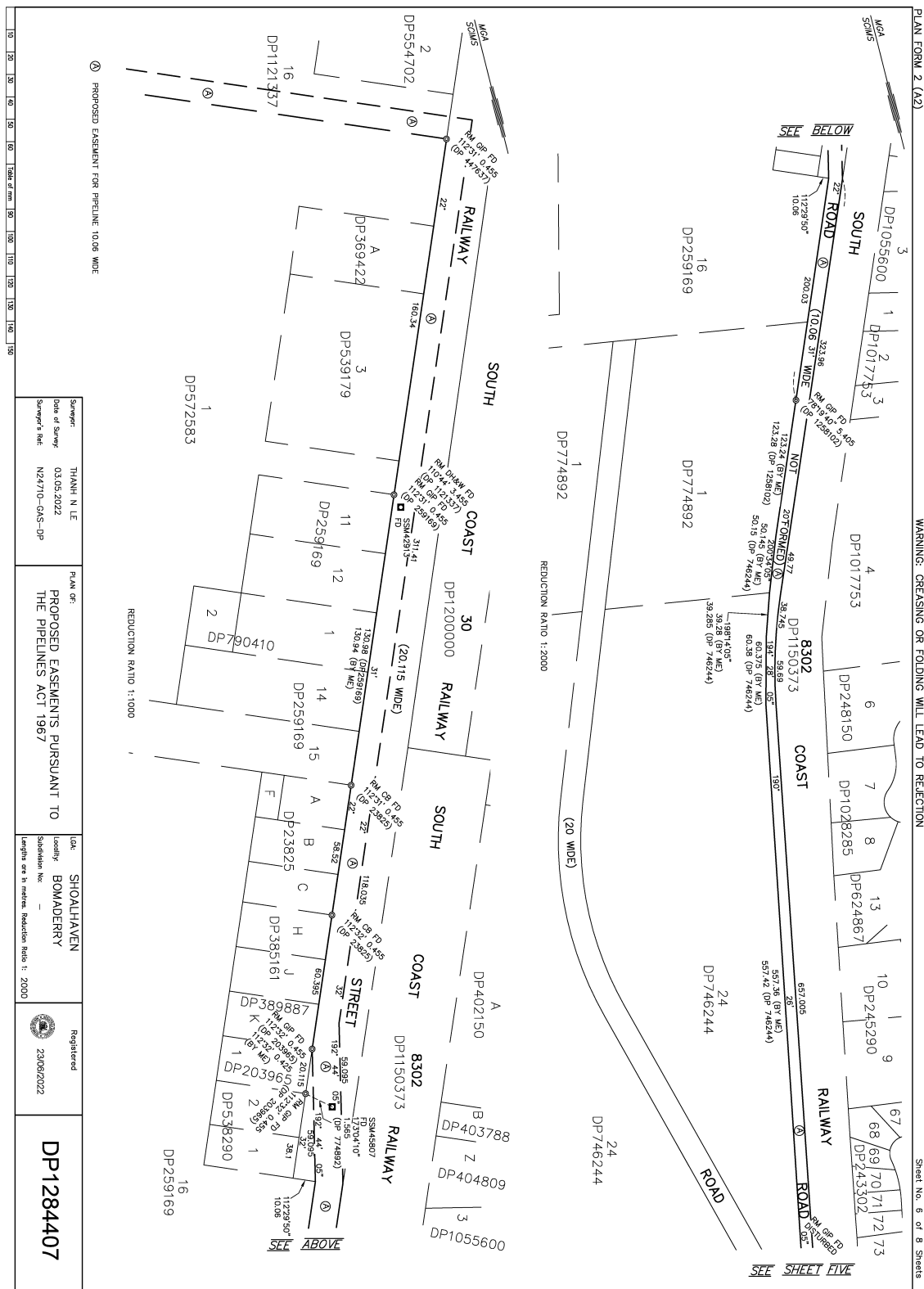




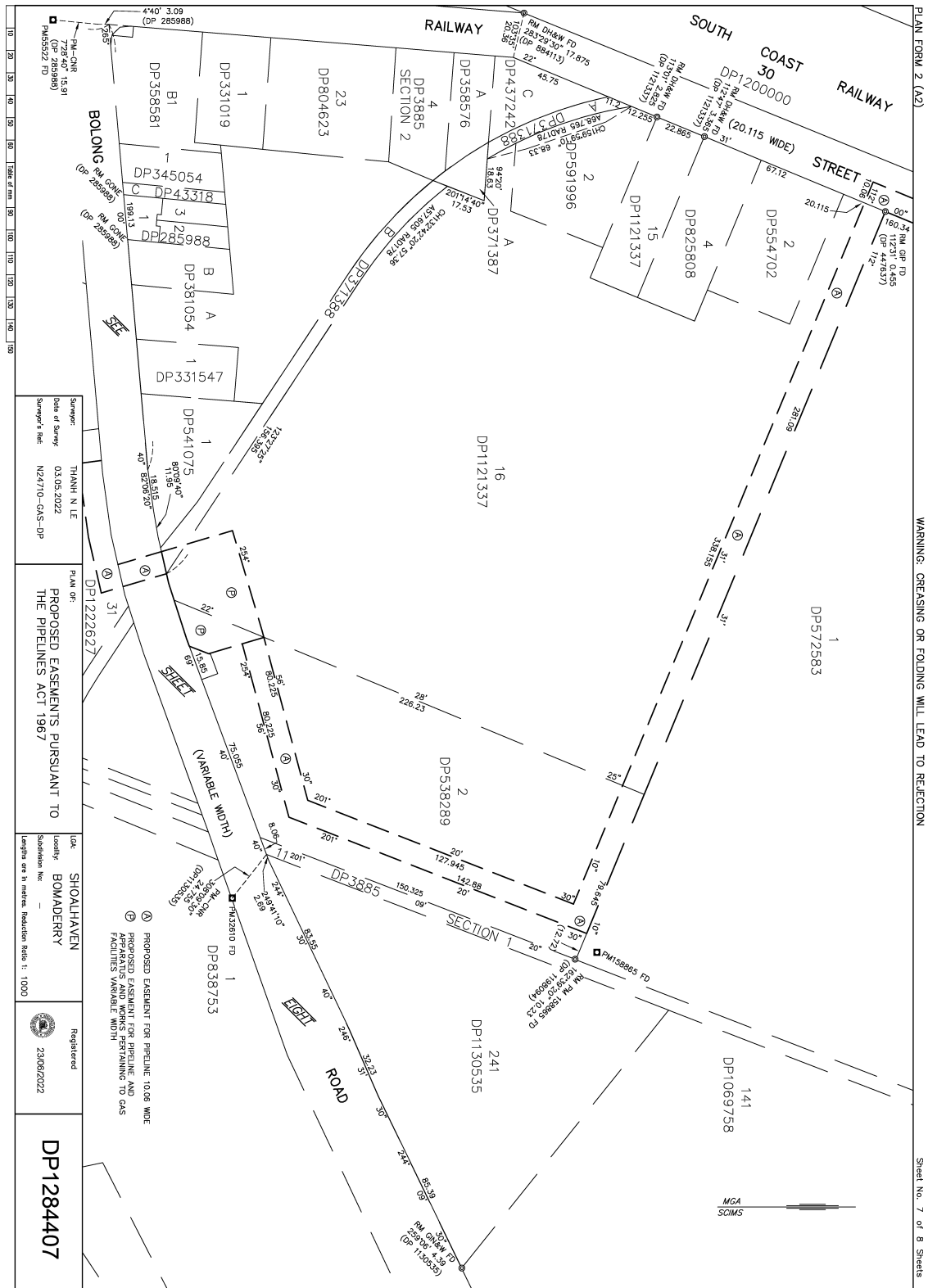
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2 Attachment - 962:2710

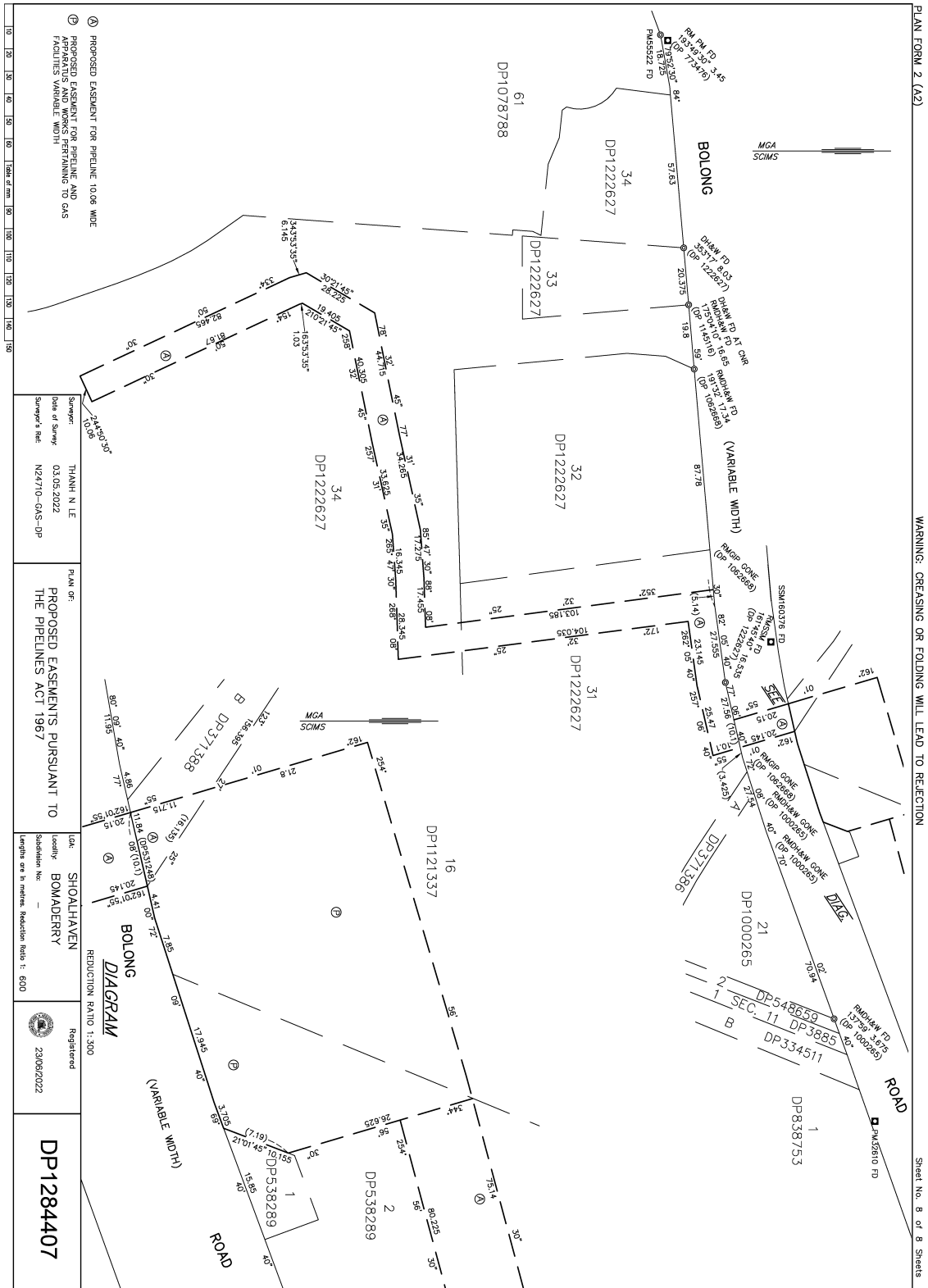


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CL22.296 - Attachment 2

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CL2222710 Attachment 2

Req:R043354 /Doc:DP 1284407 P /Rev:23-Jun-2022 /NSW LRS /Prt:23-Jun-2
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PLAN FORM 6 (2020)		WARNING: Creasing or folding will lead to rejection	
DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 Sheet(s)	
Office Use Only		Office Use Only	
Registered:  23/06/2022	DP1284407		
Title System: TORRENS			
PLAN OF PROPOSED EASEMENTS PURSUANT TO THE PIPELINES ACT 1967	LGA: SHOALHAVEN Locality: BOMADERRY Parish: BUNBERRA County: CAMDEN		
Survey Certificate I, THANH N LE of ALLEN PRICE AND SCARRATTS PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on _____ for *(b) The part of the land shown in the plan ("being/excluding" EASEMENTS AND CONNECTIONS) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on 03.05.2022 the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: "X" – "Y" Type: *Urban/Rural The terrain is *Level/Undulating / *Steep/Mountainous. Signature:  Dated: 21.06.22 Surveyor Identification No.: 8205 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> * Strike out inappropriate words ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	Crown Lands NSW/Western Lands Office Approval I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, _____ *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Registration number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: * Strike through if inapplicable		
Plans used in the preparation of survey/compilation DP1016599 DP1083138 DP1180659 DP1035073 DP1127817 DP120859 DP1210528 DP561531 DP620360 DP249085 DP1007274 DP579548 DP240167 DP1049042 DP746244 DP237607 DP553603 DP1258102 DP1121337 DP259169 DP774892 DP285988 DP447637 DP203965 DP1130535 DP1198094 DP23825 DP773476 DP1145116 DP1000265 DP1222627 DP1062668		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: N24710–GAS–DP		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

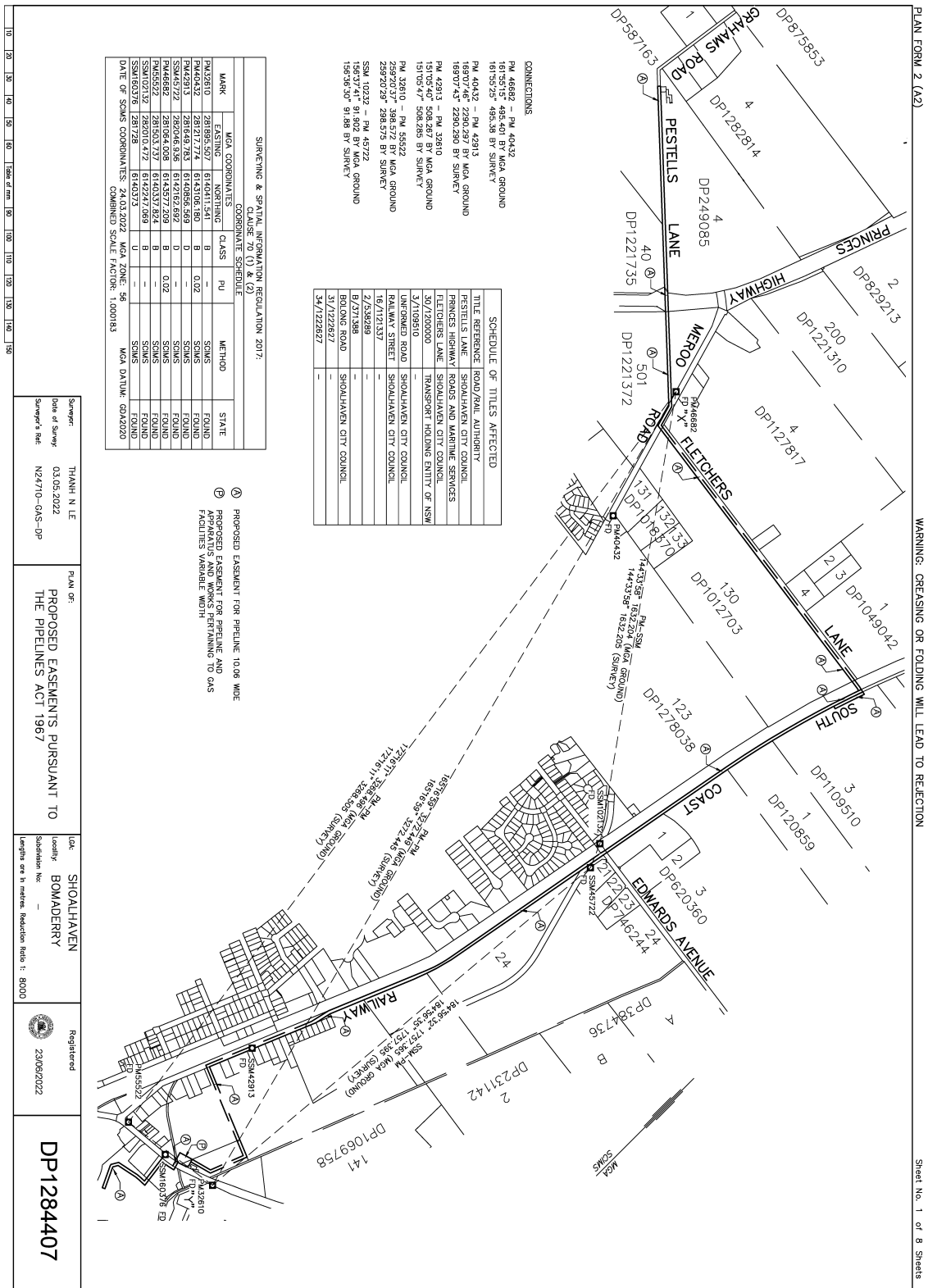
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PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 Sheet(s)	
<div style="display: flex; justify-content: space-between;"> <div> <p>Registered: 23/06/2022</p> </div> <div style="text-align: right;">Office Use Only</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> PLAN OF PROPOSED EASEMENTS PURSUANT TO THE PIPELINES ACT 1967 </div> <div style="margin-top: 5px;"> <p>Subdivision Certificate number:</p> <p>Date of endorsement:</p> </div>	<div style="text-align: center; font-size: 24pt; font-weight: bold; margin-bottom: 10px;">DP1284407</div> <p style="font-size: 8pt;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
<p>STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE</p> <p>PURSUANT TO THE PIPELINES ACT 1967, IT IS INTENDED TO ACQUIRE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR PIPELINE 10.06 WIDE (A) 2. EASEMENT FOR PIPELINE AND APPARATUS AND WORKS PERTAINING TO GAS FACILITIES VARIABLE WIDTH (P) <p>I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PIPELINES REGULATION 2013</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <p>.....</p> <p>SIGNATURE</p> <p>PETER E STRETTON</p> <p>NAME (BLOCK LETTERS)</p> </div> <div style="text-align: center;"> <p>.....</p> <p>SIGNATURE</p> <p>CHRISTIAN PABALIA</p> <p>NAME (BLOCK LETTERS)</p> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"> <p>.....</p> <p>OFFICE HELD</p> </div> <div style="text-align: center;"> <p>.....</p> <p>OFFICE HELD</p> </div> </div> <p style="margin-top: 10px;">SHOALHAVEN STARCHES Pty Limited (ACN 000 045 045) AUTHORITY: SECTION 127 CORPORATIONS ACT, 2001</p>	
<p style="text-align: center; font-size: 8pt;">If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: N24710-GAS-DP</p>	

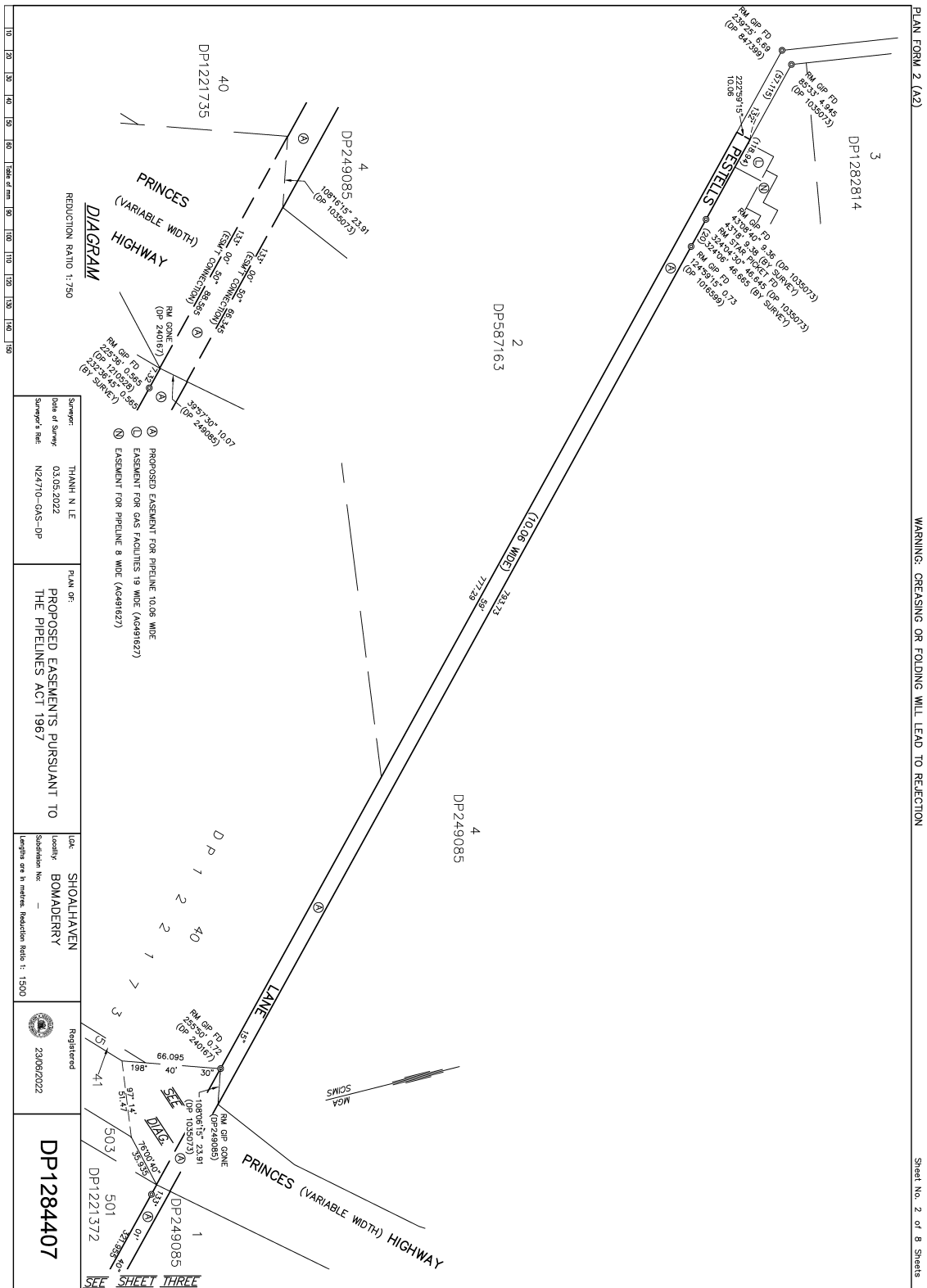
CL22.296 - Attachment 2

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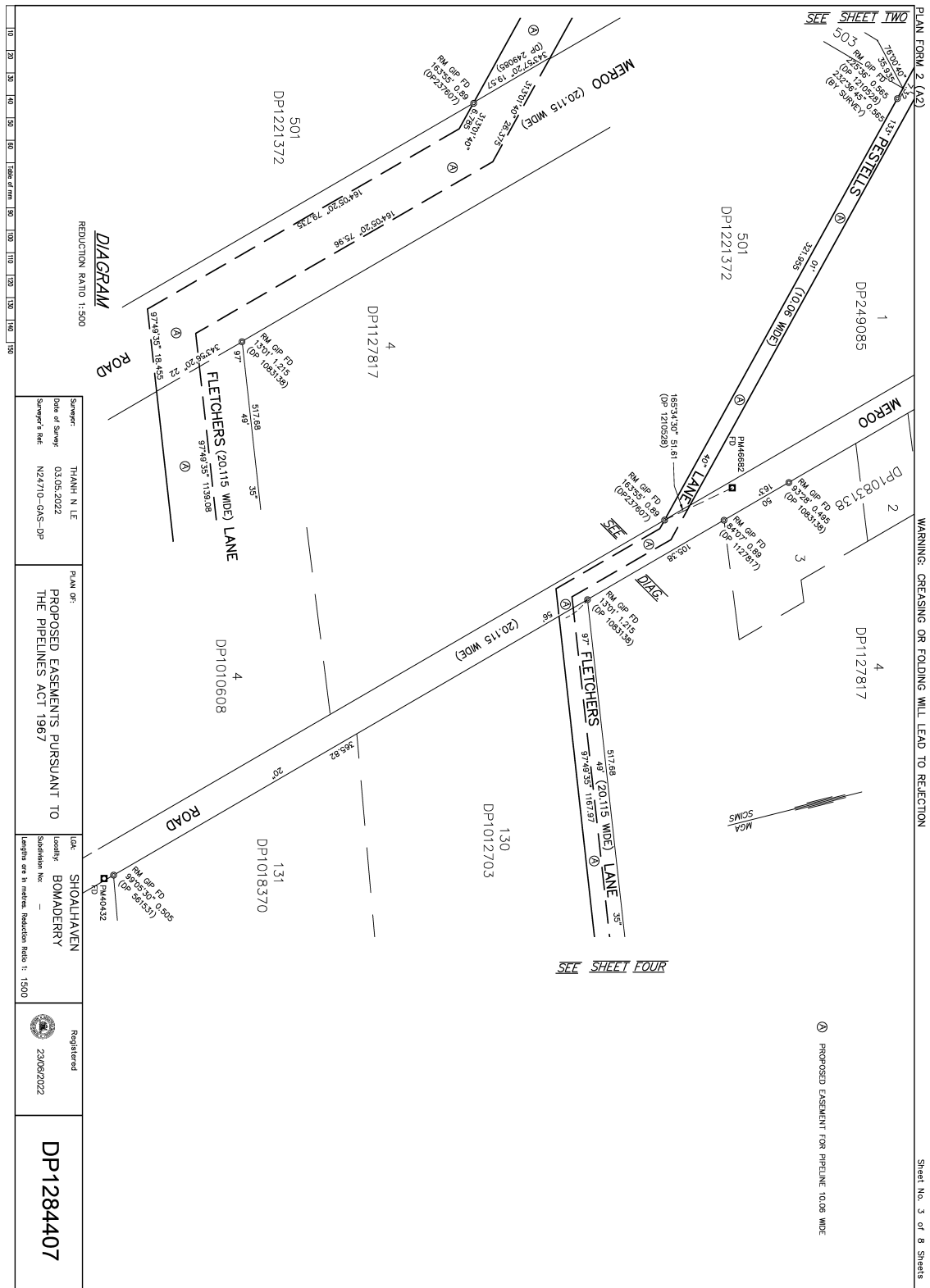


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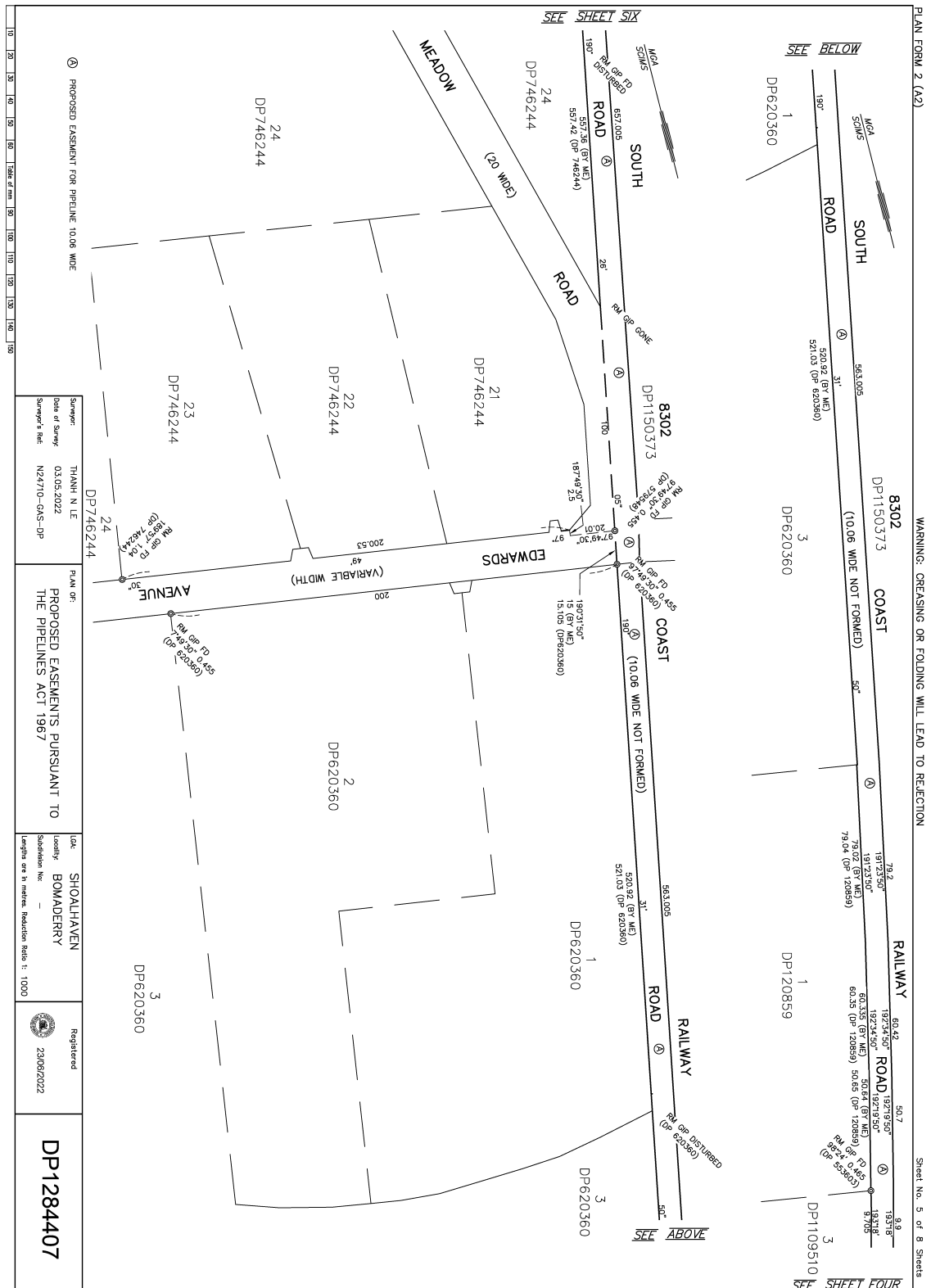
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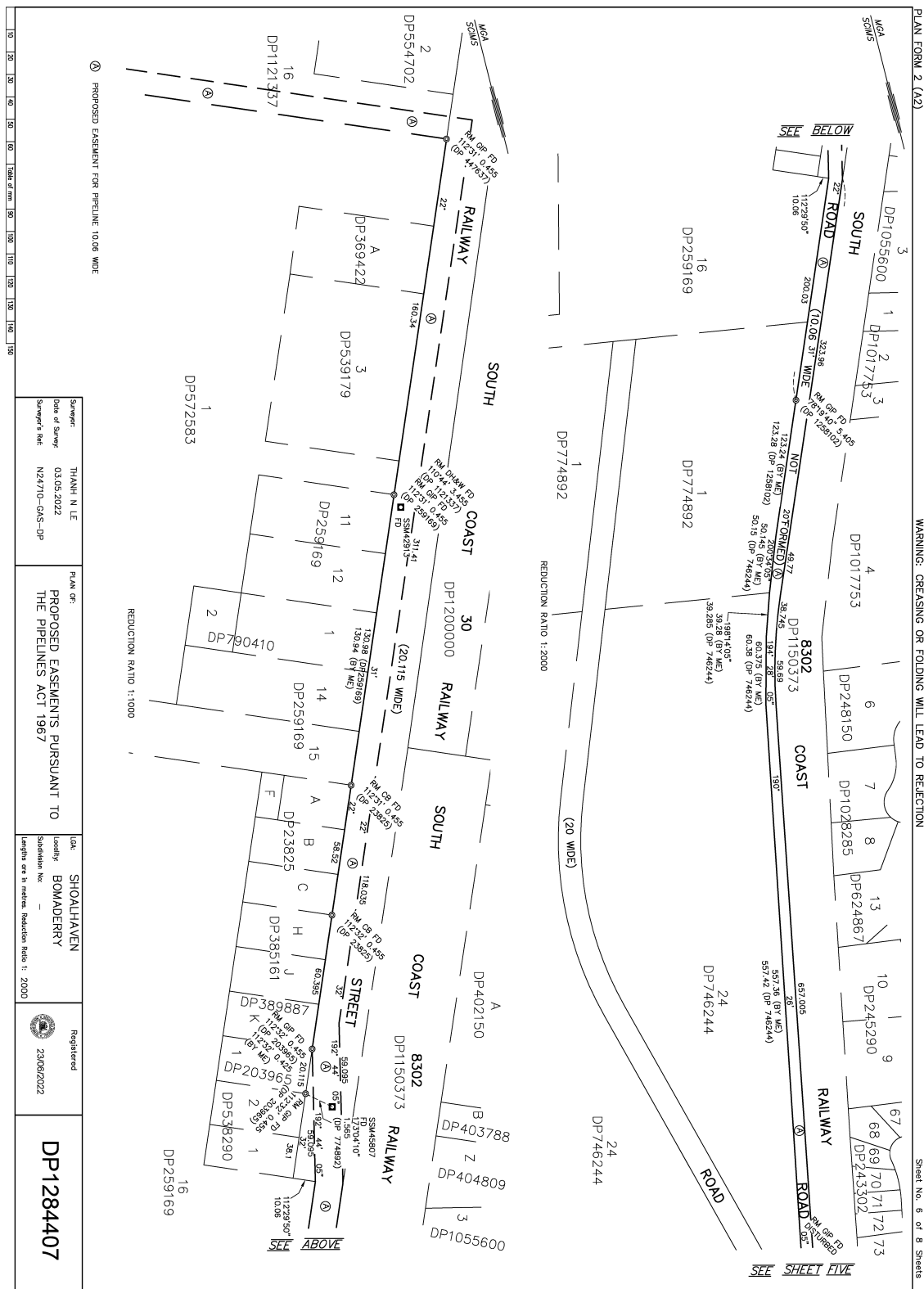
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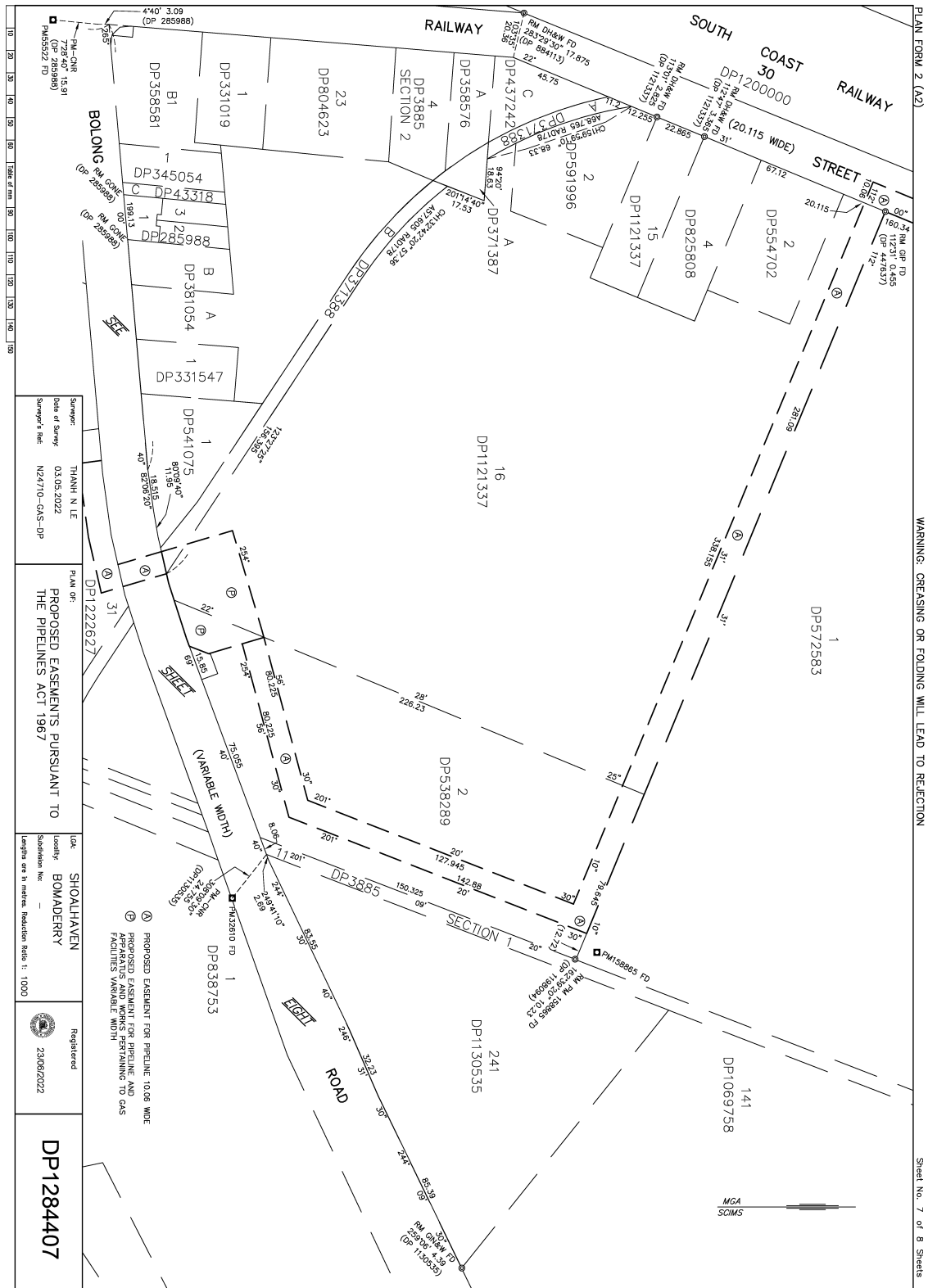




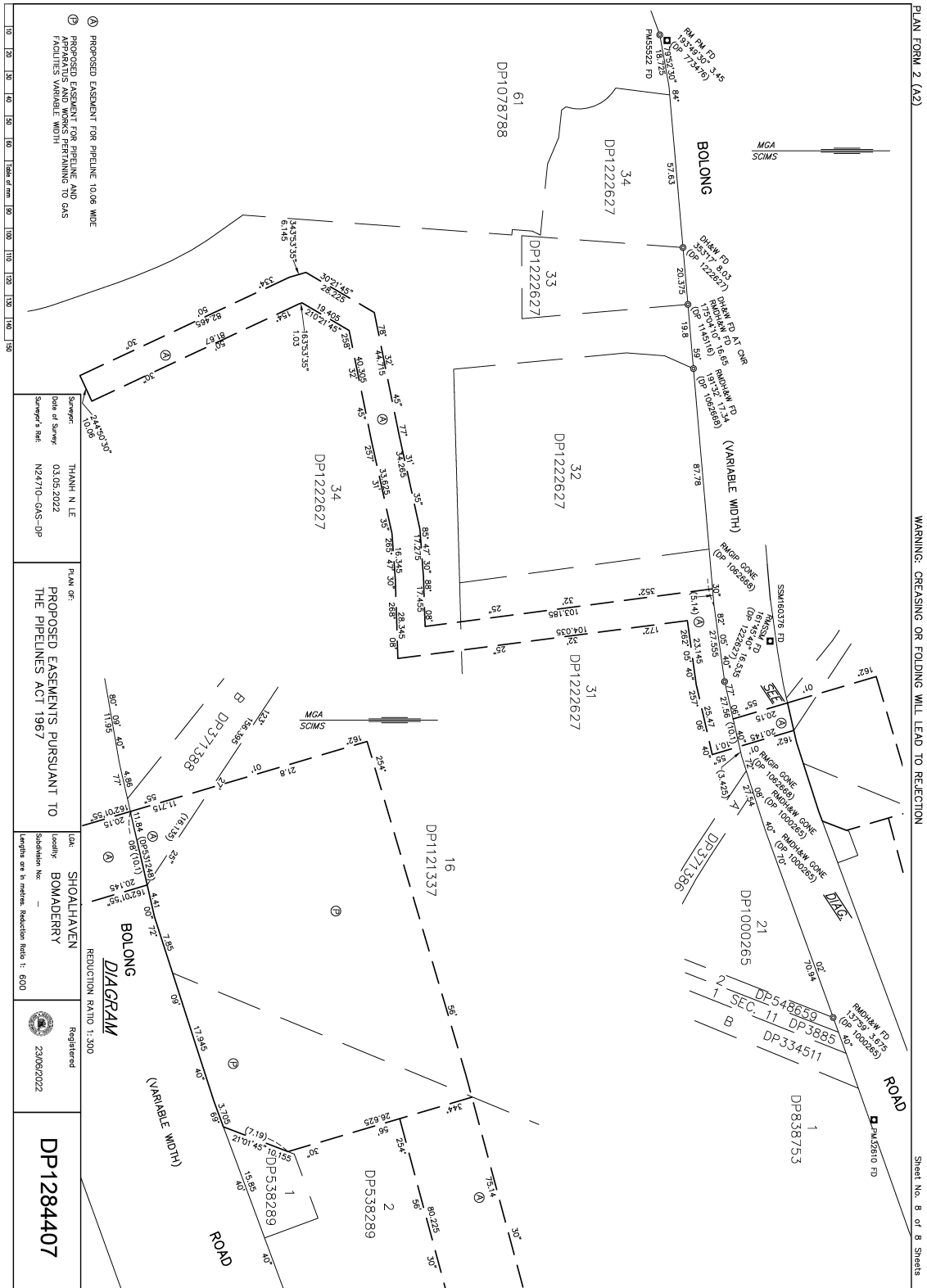
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CL2222710 Attachment 2

Req:R043354 /Doc:DP 1284407 P /Rev:23-Jun-2022 /NSW LRS /Prt:23-Jun-2
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PLAN FORM 6 (2020)		WARNING: Creasing or folding will lead to rejection	
DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 Sheet(s)	
Office Use Only		Office Use Only	
Registered:  23/06/2022	DP1284407		
Title System: TORRENS			
PLAN OF PROPOSED EASEMENTS PURSUANT TO THE PIPELINES ACT 1967	LGA: SHOALHAVEN Locality: BOMADERRY Parish: BUNBERRA County: CAMDEN		
Survey Certificate I, THANH N LE of ALLEN PRICE AND SCARRATTS PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on *(b) The part of the land shown in the plan ("being/excluding" EASEMENTS AND CONNECTIONS) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on 03.05.2022 the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: "X" – "Y" Type: *Urban/Rural The terrain is *Level/Undulating / *Steep/Mountainous. Signature:  Dated: 21.06.22 Surveyor Identification No.: 8205 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> * Strike out inappropriate words ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	Crown Lands NSW/Western Lands Office Approval I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, _____ *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Registration number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: * Strike through if inapplicable		
Plans used in the preparation of survey/compilation DP1016599 DP1083138 DP1180659 DP1035073 DP1127817 DP120859 DP1210528 DP561531 DP620360 DP249085 DP1007274 DP579548 DP240167 DP1049042 DP746244 DP237607 DP553603 DP1258102 DP1121337 DP259169 DP774892 DP285988 DP447637 DP203965 DP1130535 DP1198094 DP23825 DP773476 DP1145116 DP1000265 DP1222627 DP1062668		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: N24710–GAS–DP		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

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