

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.



EXAMINED

0926840 REG.LY

01 Nov 2021 08:30:00 Midland



LODGED BY **LANDER LAWYERS**
 ADDRESS **PO BOX 419 BUNBURY WA 6231**
 PHONE No. **97918599**
 FAX No. **97914996**
 REFERENCE No. **PAL: 221229**
 ISSUING BOX No.

PREPARED BY **Department of Biodiversity, Conservation and Attractions**
 ADDRESS **Locked Bag 104 Bentley Delivery Centre BENTLEY WA 6983**
 PHONE No. **(08) 9219 9518**
 FAX No. **(08) 9334 0199**

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

4/13

TITLES, LEASES, DECLARATIONS, ETC. LODGED HEREWITH

1.	Received Items Nos.
2.	
3.	
4.	
5.	
6.	Receiving Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



Execution

Executed by the parties as a Deed

SIGNED by DAVID DOUGLAS
HUTTON)

in the presence of:)

[Handwritten Signature]

[Handwritten Signature]
Signature of Witness

JENNY QUINLAN
Name of Witness (BLOCK LETTERS)

47 TONKIN BOULEVARD, MARGARET RIVER
Address of Witness (BLOCK LETTERS) WA 6285

OFFICE MANAGER
Occupation of Witness
(BLOCK LETTERS)



The COMMON SEAL of the)
CONSERVATION AND LAND)
MANAGEMENT EXECUTIVE BODY)
)

was hereunto affixed as authorised by the Executive Body in the presence of:

MARK WEBB *[Handwritten Signature]*
CHIEF EXECUTIVE OFFICER
DEPARTMENT OF BIODIVERSITY, CONSERVATION AND
ATTRACTIONS

	Owner to comply with the Management Guidelines and this Restrictive Covenant.
Variation of Covenants	6. If the Owner seeks a variation of this covenant, then provided that the natural values identified by the Executive Body are not significantly compromised, and an appropriate variation can be made to address such alteration, the Executive Body may at its discretion agree to the variation.
Interpretation	7. <ul style="list-style-type: none"> a) Reference to a party or parties includes the personal representatives, successors and lawful assigns of the party or parties. b) Where a reference to a party includes more than one person the rights and obligations of those persons shall be joint and several. c) Headings have been inserted for guidance only and shall be deemed not to form part of the text.
Further obligations	8. Nothing herein shall prevent or exempt the Owner from complying with all Federal, State and Local Government laws.

	<ul style="list-style-type: none"> h) introduce or permit the introduction upon the Land of any rocks, soil, gravel, sand or other basic raw materials, except from external sources first approved in writing by the Executive Body as being free of weeds and known plant pathogens including <i>Phytophthora</i> Dieback disease, nor use or permit the use of earth moving machinery on the Land unless it is during dry soil conditions and/or where appropriate precautions have been taken to reduce the risk of introduction or further spread of weeds and plant pathogens; i) destroy or do or permit (unless required by law) any act that would result in the deterioration in the natural state or in the flow, supply, quantity or quality of any body of water on the Land; j) conduct, permit or consent to any investigation or exploration for, or the mining, extraction, removal or production of gas, petroleum, minerals, soil, stones, sand, rock, gravel, clay or other substances on the Land; k) use or permit on the Land the use of vehicles including but not limited to trail bikes or four-wheel drive vehicles or farm machinery, save for: <ul style="list-style-type: none"> i) on existing firebreaks; l) use or permit the use on the Land of guns, hunting weapons, animal traps or poisons, save for the purposes specified in the Management Guidelines; m) carry out or permit on the Land the storage of rubbish or garden refuse or materials; n) carry out or permit on the Land the operation of any trade, industry or business, save for: <ul style="list-style-type: none"> i) home-based conservation businesses approved in advance in writing by the relevant local government and the Executive Body in accordance with the Management Guidelines; o) save where expressly permitted herein, carry out or permit on the Land any activities inconsistent or incompatible with the conservation of the indigenous flora and indigenous fauna on the Land.
Executive Body's Covenants	<ol style="list-style-type: none"> 2. THE EXECUTIVE BODY HEREBY WAIVES the restrictions referred to in Clause 1 to the extent necessary for the implementation of mutually agreed Management Guidelines which will address issues including, but not limited to, provisions for reasonable fire prevention and protection including carrying out controlled rotational fuel reduction measures subject to express agreement between the Executive Body and the Owner in writing prior to the Land being deliberately burnt. 3. The Executive Body waives any future claim to financial benefits arising from carbon sequestration or other ecosystem service rights that may become associated with the Land.
Mutual Covenants	<ol style="list-style-type: none"> 4. IT IS HEREBY MUTUALLY AGREED by the Owner and the Executive Body that the Owner's covenants and restrictions expressed herein shall run with and bind the Land and shall enure for the benefit of the Executive Body. 5. This Restrictive Covenant does not preclude the Owner from entering into another covenant or agreement over the Land, such as for carbon rights, provided that the operation of that further covenant or agreement does not negatively impact on the natural values of the Land, or the ability of the

	<ul style="list-style-type: none"> • an occurrence of <i>Isoodon fusciventer</i> (quenda, southwestern brown bandicoot), listed as Priority 4 on the Department’s Priority Fauna List (April 2019); and • approximately 7.86 hectares mapped as Cowaramup C1, described as “Open to tall open forest of <i>Eucalyptus marginata</i> subsp. <i>marginata</i>-<i>Corymbia calophylla</i>-<i>Banksia grandis</i> on lateritic uplands in the hyperhumid zone, in good to very good condition. The 2018 <i>South West Vegetation Complex Statistics Report</i> indicates that only 34.46% of its pre-European extent remains, and only 10.88% of its pre-European extent is protected within IUCN I-IV lands for conservation.
<p>LEGAL RELATIONSHIPS</p>	<p>NOW THIS AGREEMENT WITNESSES:</p>
<p>Owner’s covenants</p>	<p>1. The Owner with the intention of binding so far as is possible all registered proprietors or other persons having an estate or interest in the Land to ensure compliance with the restrictions set out herein, HEREBY COVENANTS with the Executive Body that the Owner shall not, except with the prior written consent of the Executive Body or in accordance with Management Guidelines mutually agreed by the Owner and the Executive Body under clause 2 (“Management Guidelines”), do or permit to be done any act or thing upon the Land which in the reasonable opinion of the Executive Body is prejudicial to the natural values of the Land, and in particular the Owner shall not:</p> <ol style="list-style-type: none"> a) subdivide or permit subdivision of the Land; b) place or permit to be placed any structure or dwelling on the Land; c) destroy or remove or permit the destruction or removal of any local indigenous flora or any indigenous fauna or their related habitats on or from the Land, save for: <ol style="list-style-type: none"> i) the purpose of carrying out maintenance of fences and firebreaks in accordance with the Management Guidelines; ii) the purpose of fire protection measures, in accordance with the Management Guidelines; iii) plant propagation and identification material, in accordance with the Management Guidelines; iv) timber for domestic use, in accordance with the Management Guidelines; d) construct, erect, establish or permit or consent to (unless required by law) the construction, erection or establishment of any transmission lines or other services or works on the Land; e) erect or permit to be erected any fence on the Land, save for: <ol style="list-style-type: none"> i) a perimeter fence around the Land; f) introduce, or cause or permit the introduction of, any plant onto the Land that is not indigenous to the Land; g) introduce, or cause or permit the introduction of, any animal onto the Land that is not indigenous to the Land, save for: <ol style="list-style-type: none"> i) no more than two domestic dogs in accordance with the Management Guidelines, and in accordance with the relevant local government’s regulations;

APPROVAL NO. B1863

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

RESTRICTIVE COVENANT

(NOTE 1)

DESCRIPTION	DEED OF COVENANT FOR THE CONSERVATION OF LAND. Restrictive Covenant, pursuant to section 129BA of the Transfer of Land Act 1893, benefiting a public authority.
Date	THIS RESTRICTIVE COVENANT is made the <u>30th</u> day of <u>AUGUST</u> , (20 <u>21</u>).
Owner, the registered proprietor of the burdened land	BETWEEN David Douglas Hutton of 176 Thompson Rd, Witchcliffe WA 6286 ("the Owner") AND
Benefiting public authority, name and description	Conservation and Land Management Executive Body ("the Executive Body") of care of the Department of Biodiversity, Conservation and Attractions ("the Department"), Locked Bag 104, Bentley Delivery Centre, Western Australia 6983
Land	That portion of Lot 1001 on Deposited Plan 420190 shown as 'X1' on Deposited Plan 420190, formerly being part of the land comprised in Certificate of Title volume 1650 folio 929, and now being part of the land comprised in Certificate of Title volume ____ folio ____ ("the Land")
RECITALS	WHEREAS
Covenant runs with the land	A. This Restrictive Covenant binds the Owner, and persons deriving title from them, in perpetuity.
Limitations, Interests, Encumbrances and Notifications	B. Nil
Intention of the Owner and the Executive Body	C. It is the intention of the Owner and the Executive Body that certain activities on the Land be restricted in order to protect its natural values, and in particular the special natural values listed in Recital D.
Special natural values	D. The special natural values of the Land are: <ul style="list-style-type: none"> • occurrences of <i>Calyptorhynchus</i> species. (Baudin's and Carnaby's black cockatoos) listed as endangered under Schedule 2 of the <i>Wildlife Conservation (Specially Protected Fauna) Notice 2018</i>;