

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate - Richmond 183 Windsor Street, Richmond NSW 2753 Email: richmond@firstnationalconnect.com.au	Phone: 02 4588 0999 Fax: 02 4588 0900

co-agent

vendor	Trent Anthony Wright 339 Castlereagh Road, Agnes Banks NSW 2753	
vendor's solicitor	Towns Conveyancing Services 1 Kennedy Drive, South Penrith NSW 2750 PO Box 7520, South Penrith NSW 2750 Email: kristi@townsconveyancing.com.au	Phone: 02 4731 2483 Ref: KT:24013

date for completion **42nd day after the contract date (clause 15)**

land (address, plan details and title reference) **1 Flannery Avenue, North Richmond NSW 2754**
Lot 634 in Deposited Plan 1233376
Folio Identifier 634/1233376

☒ VACANT POSSESSION ☐ subject to existing tenancies

improvements ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☒ none ☐ other:

attached copies ☐ documents in the List of Documents as marked or as numbered:
☐ other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify: _____

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

VENDOR		PURCHASER	
<p>Signed by _____</p> <p>Vendor _____</p> <p>Vendor _____</p>		<p>Signed by _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>	
VENDOR (COMPANY)		PURCHASER (COMPANY)	
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>Signature of authorised person _____ Signature of authorised person _____</p> <p>Name of authorised person _____ Name of authorised person _____</p> <p>Office held _____ Office held _____</p>		<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>Signature of authorised person _____ Signature of authorised person _____</p> <p>Name of authorised person _____ Name of authorised person _____</p> <p>Office held _____ Office held _____</p>	

Choices

Vendor agrees to accept a **deposit-bond**

☐ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

Manual transaction (clause 30)

☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

☐ not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*
(GST residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off-the-plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off-the-plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60</p>
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1 In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and *populate* an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving it* –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving it* with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* serving notice of the event happening;
 • every *party* who has the benefit of the provision serving notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

1 Flannery Avenue, North Richmond NSW 2151

Special conditions

These are the special conditions to the contract for the sale of land

BETWEEN

TRENT ANTHONY WRIGHT

(Vendor)

And

(Purchaser)

1. Amendments to Printed Conditions

- (a) Clause 7.1.1 is amended by deleting 5% and inserting 1% in its place
- (b) Clause 14.4.2 deleted
- (c) Clauses 23.6 & 23.7 are deleted
- (d) Clause 23.13 and 23.14 are deleted
- (e) Clause 25 deleted
- (f) Clause 30.11 deleted
- (g) Clause 31.2 is deleted

2. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. Without affecting any other right, a party who has issued a notice to complete under this contract can, at any time before the expiration of the notice, extend said notice or revoke the notice and reissue a new notice.

3. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion

- die or become mentally ill, as defined in the Mental Health Act, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.
- become bankrupt, or if a company go into liquidation, or have a petition for the winding up of such party or enter into any compromise or arrangement with creditors under Part 5.1 of the Corporations Law or any substitution or should any liquidator, receiver or official manager be appointed in respect of such party then such party shall be deemed to be in default and either party may terminate this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 9 hereof shall apply.

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;

- (d) Subject to all existing or non existing water, sewerage, drainage and plumbing services and connection, gas, electricity, telephone and other installation in respect of the property;
- (e) Any environmental hazard or contamination;
- (f) Any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- (g) Any rainwater downpipe being connected to sewer;
- (h) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- (i) Does not rely upon any warranty or representation made by the Vendor or anyone on the Vendors behalf, except as are expressly provided for in this Contract. The purchaser acknowledges that it has relied entirely upon its own enquiries and inspections made before entering into this Contract.
- (j) The vendor is not required to clean the property, repair any damage or remove existing rubbish, materials, debris or other items from the property prior to completion.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5. Late completion

- (a) In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.
- (b) If the Contract does not complete by the completion date the vendor is entitled to serve a Notice to Complete on the purchaser pursuant to this clause, then the purchaser must pay the sum of \$330.00 (inclusive of GST) to cover the additional costs and expenses incurred by the issue of the Notice to Complete, which sum will be adjusted on completion. It is agreed that the damages referred to are a genuine pre-estimate of the costs and expenses incurred due to the delay.
- (c) If, through no fault of the vendor, the purchaser cancels or postpones settlement to a different date, or location, the purchaser shall reimburse the vendors licenced conveyancer an amount of \$220.00 GST inclusive for additional expenses incurred by the vendor for each occasion a settlement is cancelled or postponed.
- (d) If, the settlement does NOT settle via PEXA and through no fault of the vendor, completion does not take place at a time appointed by the parties, the purchaser must on completion in addition to the balance of the purchase price, pay to the vendor \$165.00 inclusive of GST in respect to the vendor's and the vendor's discharging mortgagee's settlement/agency expenses as a genuine pre-estimate of those additional costs to the vendor.

6. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

7. Vendor Compliance

Notwithstanding clause 11.1 the Vendor need not comply with a work order made on or before the contract date if the work order is made as a consequence of a request, prior to exchange of contracts by the purchaser or any other person on his behalf, to the responsible Council for a building certificate under Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 New South Wales.

8. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

9. Deposit by instalments

The parties agree that the deposit is 10% of the purchase price.

If the vendor agrees to accept the 10% deposit in instalments, it will be as follows:

- (a) 5% at the making of the contract; and
- (b) 5% at completion; and
- (c) 5% immediately upon demand in the event that the purchaser fails to complete the contract in accordance with the terms. The purchaser agrees that the 10% deposit is a genuine estimate of the loss to the vendor should the purchaser not proceed with this contract.

10. Release of Deposit

The purchaser agrees that on exchange of this contract the deposit paid hereunder shall be released to the vendor or to whom the vendors may direct in writing. Only for the purpose of enabling the vendor to pay the deposit and/or stamp duty on a property being purchased by the vendor or as a deposit on a rental property and/or rental bond or as an ingoing contribution for a retirement village or over 55 accommodation or to be transferred to the PEXA source account for payment of discharge of mortgage at settlement.

11. Sewer

It is no way represented that a copy of the Drainage Diagram/Sewer Mains Diagram annexed hereto necessarily discloses all the pipes and mains which may run through the property. The purchaser shall make no objection, requisition or claim for compensation in respect thereof.

12. Caveat

The purchaser agrees that it will not register a caveat on title without the Vendors knowledge. The purchaser agrees that it must sign a withdrawal of caveat, pay registration fees and the vendors reasonable legal costs if it registers a caveat contrary to this clause without the vendors knowledge.

13. Electronic transaction

The parties agree that this matter will be an 'electronic settlement' on the PEXA platform. If the purchaser or their representation refuse or are not willing to settle via the PEXA platform, the purchaser must in addition to any other money payable under this contract pay to the vendors conveyancer a fee of \$220.00 on completion as agreed additional costs arising from the completion not being conducted as an electronic transaction plus any additional costs incurred by the vendor. This additional special condition is an essential clause of this contract.

14. Sewer Location Plan

The Vendor discloses and the Purchaser acknowledges that the sewer plan prepared by the authority as attached hereto is the only sewer diagram available in the ordinary course of administration.

15. Section 10.7(2) certificate

The Vendor discloses and the Purchaser acknowledges that the section 10.7(2) certificate attached to the Contract may not comply with Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017, Item 21. The certificate attached to the Contract is accurate as to what is available from council as at the date of exchange.

16. Notice to Purchaser

The vendor advises and the purchaser acknowledges that this transaction is not a sale of a New Residential Premises or Potential Residential Land. Therefore there will be no withholding obligation in respect of this transaction.

17. Authority to vary Contract

Each party authorises their legal representative to vary the provisions of this Contract at any time before the expiration of the cooling off period.

18. Error in adjustments

Each party agrees that if on completion of this Contract any adjustment made (or allowed to be made) under this Contract is overlooked or incorrectly calculated, then either party within 30 days of completion can serve on the other party a notice setting out the correct calculation of the adjustment and the other party must immediately pay any such amount outstanding. This clause shall not merge on completion.

19. No sewer service diagram

The vendor discloses there is no sewer service diagram available from the authority in the ordinary course of administration. The purchaser agrees that they cannot make any objection, requisition or claim for compensation nor have any right of rescission or terminate due to the absence of this document.

20. Electronic Transaction

20.1 This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

20.2 Execution by either or both of the parties to the Contract of an email copy of this Contract and transmission by email of a copy of the Contract executed by that party to the other party or the other party's licenced conveyancer or solicitor shall constitute a valid and binding execution of this Contract by such party or parties.

20.3 For the purposes of the *Electronic Transactions Act 1999* (Cth) and *Electronic Transactions Act 2000* (NSW) each of the parties consents to receiving and sending the Contract electronically.

20.4 The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.

20.5 The provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement, but each party shall pay their own costs.

20.6 Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this Contract relating to service of notices.

20.7 If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established on the next working day the parties must settle in the usual nonelectronic manner as soon as possible but no later than three (3) working days after the initial electronic failure, unless otherwise agreed.

21 Settlement adjustment figures

The Purchaser will provide to the vendor's conveyancers office at least 7 business days prior to the completion date adjustment figures together with supporting certificates by email. Failure to do this will result in sum payable to the vendor of \$165.00 GST inclusive for additional expenses incurred by the vendor for arranging documentation for the figures to be uploaded by the vendors conveyancer.

Adjustments loaded into PEXA will not be used or relied upon and supporting documents are not to be uploaded into PEXA



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 634/1233376

SEARCH DATE -----	TIME ----	EDITION NO -----	DATE ----
24/1/2024	4:09 PM	2	2/5/2019

LAND

LOT 634 IN DEPOSITED PLAN 1233376
AT NORTH RICHMOND
LOCAL GOVERNMENT AREA HAWKESBURY
PARISH OF KURRAJONG COUNTY OF COOK
TITLE DIAGRAM DP1233376

FIRST SCHEDULE

TRENT ANTHONY WRIGHT (T AP223517)

SECOND SCHEDULE (18 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP738354 EASEMENT FOR ELECTRICITY 9 METRE(S) WIDE APPURTENANT
TO PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
Z543869 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT
25 IN DP794424
E280318 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT
71 IN DP802290
I795936 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 6
IN DP786671
- 3 DP270329 EASEMENT FOR MAINTENANCE OF DAM APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 4 AD412364 COVENANT
- 5 DP1187236 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 6 DP270758 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 7 DP270758 EASEMENT FOR SERVICES 1.65 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 8 DP270758 EASEMENT FOR SERVICES 3 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 9 DP1199660 EASEMENT TO DRAIN WATER 3.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 10 DP1199663 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 11 DP1214980 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 12 DP1214980 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 13 DP1233376 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND

END OF PAGE 1 - CONTINUED OVER

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title.
Warning: the information appearing under notations has not been formally recorded in the Register.
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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 634/1233376

PAGE 2

SECOND SCHEDULE (18 NOTIFICATIONS) (CONTINUED)

- NUMBERED (5) IN THE S.88B INSTRUMENT
- 14 DP1233376 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
 - 15 DP1233376 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
 - 16 DP1233376 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
 - 17 DP1233376 POSITIVE COVENANT REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
 - 18 AP223518 MORTGAGE TO PERPETUAL TRUSTEE COMPANY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

TOWNS-KRISTI-KT24013

PRINTED ON 24/1/2024

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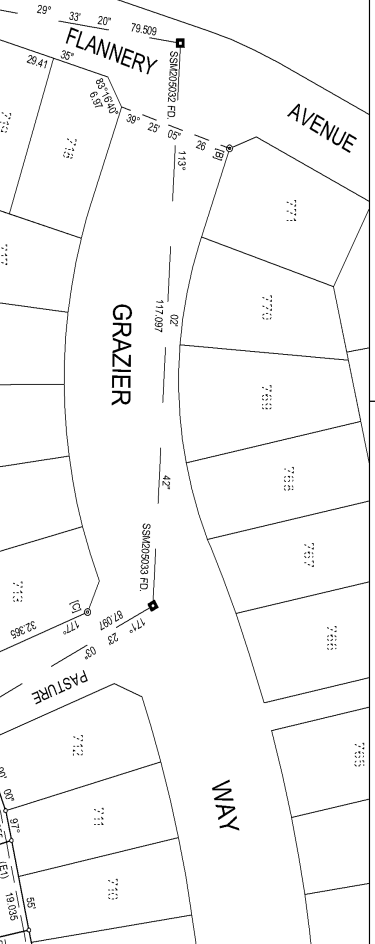
Req:R881784 /Doc:DP 1233376 P /Rev:30-Jan-2019 /Sts:SC.OK /Pgs:ALL /Prt:30-Jan-2019 19:21 /Seq:1 of 7
Ref:3912145 /Src:M

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LKM Plan Sheet 1 of 2 sheets

No	Bearing	Distance	Description
A	127°46'40"	3.33	RNOHAW RD (DP1233355)
B	127°29'20"	11.605	RNOHAW RD (DP1233355)
C	31°36'35"	5.385	RNOHAW RD (DP1233355)
D	40°00'15"	22.58	RNOHAW RD (DP1233355)
E	194°46'30"	14.805	RNOHAW RD (DP1233355)
F	281°29'50"	4.63	RNOHAW RD (DP1233355)
G	273°47'00"	12.63	RNOHAW RD (DP1233355)
H	295°06'15"	13.805	RNOHAW RD (DP1233355)
I	241°48'35"	17.475	RNOHAW RD (DP1233355)
J	206°29'35"	3.41	RNOHAW RD (DP1233355)
K	206°19'40"	3.605	RNOHAW RD (DP1233355)
L	206°19'40"	13.39	RNOHAW RD (DP1233355)
M	216°20'50"	15.305	RNOHAW RD (DP1233355)
N	316°20'55"	21.165	RNOHAW RD (DP1233355)
O	281°29'50"	4.63	RNOHAW RD (DP1233355)
P	217°47'15"	16.745	RNOHAW RD (DP1233355)
Q	273°47'15"	16.745	RNOHAW RD (DP1233355)



No	Bearing	Chord	Arc	Radius	No	Bearing	Chord	Arc	Radius
1	302°49'00"	16.3	16.305	205	16	146°15'35"	14.115	14.16	52.5
2	298°15'35"	16.305	16.305	205	17	235°11'00"	27.415	27.415	205
3	293°42'10"	16.3	16.305	205	18	57°04'30"	27.715	27.715	164
4	289°08'45"	16.3	16.305	205	19	64°27'45"	19.71	19.71	164
5	284°35'20"	16.3	16.305	205	20	70°35'10"	19.62	19.62	164
6	280°01'50"	16.3	16.305	205	21	76°41'45"	19.61	19.61	164
7	275°28'25"	16.3	16.305	205	22	82°59'25"	20.81	20.82	164
8	271°28'40"	12.005	12.005	205	23	88°17'10"	19.61	19.62	164
9	266°46'50"	16.3	16.305	205	24	95°23'45"	19.61	19.62	164
10	262°13'05"	16.3	16.305	205	25	101°30'15"	19.61	19.62	164
11	257°41'45"	16.3	16.305	205	26	107°35'50"	19.61	19.62	164
12	253°10'25"	16.3	16.305	205	27	113°41'25"	19.61	19.62	164
13	248°39'05"	16.3	16.305	205	28	119°47'00"	19.61	19.62	164
14	244°07'45"	16.3	16.305	205	29	125°52'25"	19.61	19.62	164
15	239°36'25"	16.3	16.305	205	30	131°57'50"	19.61	19.62	164
16	235°05'05"	16.3	16.305	205	31	137°02'25"	19.61	19.62	164
17	230°33'45"	16.3	16.305	205	32	142°07'00"	19.61	19.62	164
18	226°02'25"	16.3	16.305	205	33	147°11'35"	19.61	19.62	164
19	221°31'05"	16.3	16.305	205	34	152°16'10"	19.61	19.62	164
20	217°00'45"	16.3	16.305	205	35	157°20'45"	19.61	19.62	164
21	212°30'25"	16.3	16.305	205	36	162°25'20"	19.61	19.62	164
22	208°00'05"	16.3	16.305	205	37	167°29'55"	19.61	19.62	164
23	203°29'45"	16.3	16.305	205	38	172°34'30"	19.61	19.62	164
24	198°59'25"	16.3	16.305	205	39	177°39'05"	19.61	19.62	164
25	194°29'05"	16.3	16.305	205	40	182°43'40"	19.61	19.62	164
26	189°58'45"	16.3	16.305	205	41	187°48'15"	19.61	19.62	164
27	185°28'25"	16.3	16.305	205	42	192°52'50"	19.61	19.62	164
28	180°58'05"	16.3	16.305	205	43	197°57'25"	19.61	19.62	164
29	176°27'45"	16.3	16.305	205	44	202°02'00"	19.61	19.62	164
30	171°57'25"	16.3	16.305	205	45	207°06'35"	19.61	19.62	164
31	167°27'05"	16.3	16.305	205	46	212°11'10"	19.61	19.62	164
32	162°56'45"	16.3	16.305	205	47	217°15'45"	19.61	19.62	164
33	158°26'25"	16.3	16.305	205	48	222°20'20"	19.61	19.62	164
34	153°56'05"	16.3	16.305	205	49	227°24'55"	19.61	19.62	164
35	149°25'45"	16.3	16.305	205	50	232°29'30"	19.61	19.62	164
36	144°55'25"	16.3	16.305	205	51	237°34'05"	19.61	19.62	164
37	140°25'05"	16.3	16.305	205	52	242°38'40"	19.61	19.62	164
38	135°54'45"	16.3	16.305	205	53	247°43'15"	19.61	19.62	164
39	131°24'25"	16.3	16.305	205	54	252°47'50"	19.61	19.62	164
40	126°54'05"	16.3	16.305	205	55	257°52'25"	19.61	19.62	164
41	122°23'45"	16.3	16.305	205	56	262°57'00"	19.61	19.62	164
42	117°53'25"	16.3	16.305	205	57	267°01'35"	19.61	19.62	164
43	113°23'05"	16.3	16.305	205	58	272°06'10"	19.61	19.62	164
44	108°52'45"	16.3	16.305	205	59	277°10'45"	19.61	19.62	164
45	104°22'25"	16.3	16.305	205	60	282°15'20"	19.61	19.62	164
46	99°52'05"	16.3	16.305	205	61	287°19'55"	19.61	19.62	164
47	95°21'45"	16.3	16.305	205	62	292°24'30"	19.61	19.62	164
48	90°51'25"	16.3	16.305	205	63	297°29'05"	19.61	19.62	164
49	86°21'05"	16.3	16.305	205	64	302°33'40"	19.61	19.62	164
50	81°50'45"	16.3	16.305	205	65	307°38'15"	19.61	19.62	164
51	77°20'25"	16.3	16.305	205	66	312°42'50"	19.61	19.62	164
52	72°50'05"	16.3	16.305	205	67	317°47'25"	19.61	19.62	164
53	68°19'45"	16.3	16.305	205	68	322°52'00"	19.61	19.62	164
54	63°49'25"	16.3	16.305	205	69	327°56'35"	19.61	19.62	164
55	59°19'05"	16.3	16.305	205	70	332°01'10"	19.61	19.62	164
56	54°48'45"	16.3	16.305	205	71	337°05'45"	19.61	19.62	164
57	50°18'25"	16.3	16.305	205	72	342°10'20"	19.61	19.62	164
58	45°48'05"	16.3	16.305	205	73	347°14'55"	19.61	19.62	164
59	41°17'45"	16.3	16.305	205	74	352°19'30"	19.61	19.62	164
60	36°47'25"	16.3	16.305	205	75	357°24'05"	19.61	19.62	164
61	32°17'05"	16.3	16.305	205	76	362°28'40"	19.61	19.62	164
62	27°46'45"	16.3	16.305	205	77	367°33'15"	19.61	19.62	164
63	23°16'25"	16.3	16.305	205	78	372°37'50"	19.61	19.62	164
64	18°46'05"	16.3	16.305	205	79	377°42'25"	19.61	19.62	164
65	14°15'45"	16.3	16.305	205	80	382°47'00"	19.61	19.62	164
66	9°45'25"	16.3	16.305	205	81	387°51'35"	19.61	19.62	164
67	5°15'05"	16.3	16.305	205	82	392°56'10"	19.61	19.62	164
68	0°44'45"	16.3	16.305	205	83	397°60'45"	19.61	19.62	164
69	357°14'25"	16.3	16.305	205	84	402°65'20"	19.61	19.62	164
70	352°19'00"	16.3	16.305	205	85	407°69'55"	19.61	19.62	164
71	347°23'35"	16.3	16.305	205	86	412°74'30"	19.61	19.62	164
72	342°28'10"	16.3	16.305	205	87	417°79'05"	19.61	19.62	164
73	337°32'45"	16.3	16.305	205	88	422°83'40"	19.61	19.62	164
74	332°37'20"	16.3	16.305	205	89	427°88'15"	19.61	19.62	164
75	327°41'55"	16.3	16.305	205	90	432°92'50"	19.61	19.62	164
76	322°46'30"	16.3	16.305	205	91	437°97'25"	19.61	19.62	164
77	317°51'05"	16.3	16.305	205	92	442°02'00"	19.61	19.62	164
78	312°55'40"	16.3	16.305	205	93	447°06'35"	19.61	19.62	164
79	307°60'15"	16.3	16.305	205	94	452°11'10"	19.61	19.62	164
80	302°64'50"	16.3	16.305	205	95	457°15'45"	19.61	19.62	164
81	297°69'25"	16.3	16.305	205	96	462°20'20"	19.61	19.62	164
82	292°74'00"	16.3	16.305	205	97	467°24'55"	19.61	19.62	164
83	287°78'35"	16.3	16.305	205	98	472°29'30"	19.61	19.62	164
84	282°83'10"	16.3	16.305	205	99	477°34'05"	19.61	19.62	164
85	277°87'45"	16.3	16.305	205	100	482°38'40"	19.61	19.62	164
86	272°92'20"	16.3	16.305	205	101	487°43'15"	19.61	19.62	164
87	267°96'55"	16.3	16.305	205	102	492°47'50"	19.61	19.62	164
88	262°01'30"	16.3	16.305	205	103	497°52'25"	19.61	19.62	164
89	257°06'05"	16.3	16.305	205	104	502°57'00"	19.61	19.62	164
90	252°10'40"	16.3	16.305	205	105	507°61'35"	19.61	19.62	164
91	247°15'15"	16.3	16.305	205	106	512°66'10"	19.61	19.62	164
92	242°19'50"	16.3	16.305	205	107	517°70'45"	19.61	19.62	164
93	237°24'25"	16.3	16.305	205	108	522°75'20"	19.61	19.62	164
94	232°29'00"	16.3	16.305	205	109	527°79'55"	19.61	19.62	164
95	227°33'35"	16.3	16.305	205	110	532°84'30"	19.61	19.62	164
96	222°38'10"	16.3	16.305	205	111	537°89'05"	19.61	19.62	164
97	217°42'45"	16.3	16.305	205	112	542°93'40"	19.61	19.62	164
98	212°47'20"	16.3	16.305	205	113	547°98'15"	19.61	19.62	164
99	207°51'55"	16.3	16.305	205	114	552°02'50"	19.61	19.62	164
100	202°56'30"	16.3	16.305	205	115	557°07'25"	19.61	19.62	164

SURVEYOR
Name: DA VINCENT MARYS

PLAN FORM 2 (A2)

COORDINATE-HEIGHT SCHEDULE

Mark	Easting	Northing	Class	Profile	Method	State	Level	Class	Owner
SSM191529	289832.721	6231862.000	D				4.000	U	
SSM191527	289838.067	6231866.665	D				4.000	U	
SSM191529 N	289840.900	6232025.935	D				4.000	U	
SSM191531	289840.256	6231865.148	D				4.000	U	
SSM205032	289836.407	6232220.089	U				37.880	U	
SSM205033	289144.159	6232227.421	U				36.225	U	
SSM205039	289346.170	6232037.135	U				43.345	U	
SSM205040	289401.189	6231893.425	U				43.640	U	
SSM205050	289587.188	6232250.905	U				40.850	U	
SSM205051	28957.207	623183.372	U				45.430	U	
SSM205052	289278.132	623170.528	U				44.535	U	
SSM205054	289316.505	6232174.812	U				45.535	U	

Date: 2018-09-18 Scale: 1:5000 GDA94 Zone 56 AHDT1

GRAZIER

WAY

ROAD


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LKM

Sheet 2 of 2 sheets




ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 5 sheet(s)
Registered:  30.01.2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 791 D.P.1233055		DP1233376
Subdivision Certificate number:18036..... Date of Endorsement:14/12/18.....		
<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.		
<p>PURSUANT TO SECTION 88b OF THE CONVEYANCING ACT, 1919 IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none">1. EASEMENT TO DRAIN WATER 1.2 WIDE (E1)2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E4)3. RESTRICTION ON THE USE OF LAND (R1)4. RESTRICTION ON THE USE OF LAND (R2)5. RESTRICTION ON THE USE OF LAND6. POSITIVE COVENANT7. POSITIVE COVENANT8. RESTRICTION ON THE USE OF LAND9. EASEMENT TO DRAIN WATER 2.5 WIDE (E18)10. POSITIVE COVENANT <p>RELEASE:-</p> <ol style="list-style-type: none">1. EASEMENT UNDERGROUND CABLES 15 WIDE (E6) (D.P.1233055)		
If space is insufficient use additional annexure sheet		
Surveyor's Reference:16800-11C3		

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 5 sheet(s)

<p>Registered:  30.01.2019</p> <p>Office Use Only</p>	<p>Office Use Only</p> <p style="font-size: 24pt; text-align: center;">DP1233376</p>
<p>PLAN OF SUBDIVISION OF LOT 791 D.P.1233055</p>	<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.
<p>Subdivision Certificate number: <u>18036</u></p> <p>Date of Endorsement: <u>14/12/18</u></p>	

SCHEDULE OF STREET ADDRESSES


LOT NUMBER	STREET No.	STREET NAME	STREET TYPE	LOCALITY
605	104	YOBARNIE	AVENUE	NORTH RICHMOND
606	106	YOBARNIE	AVENUE	NORTH RICHMOND
607	108	YOBARNIE	AVENUE	NORTH RICHMOND
608	110	YOBARNIE	AVENUE	NORTH RICHMOND
609	112	YOBARNIE	AVENUE	NORTH RICHMOND
610	114	YOBARNIE	AVENUE	NORTH RICHMOND
611	116	YOBARNIE	AVENUE	NORTH RICHMOND
612	118	YOBARNIE	AVENUE	NORTH RICHMOND
613	120	YOBARNIE	AVENUE	NORTH RICHMOND
614	122	YOBARNIE	AVENUE	NORTH RICHMOND
615	124	YOBARNIE	AVENUE	NORTH RICHMOND
616	126	YOBARNIE	AVENUE	NORTH RICHMOND
617	128	YOBARNIE	AVENUE	NORTH RICHMOND
618	130	YOBARNIE	AVENUE	NORTH RICHMOND
619	132	YOBARNIE	AVENUE	NORTH RICHMOND
620	134	YOBARNIE	AVENUE	NORTH RICHMOND
621	136	YOBARNIE	AVENUE	NORTH RICHMOND
622	138	YOBARNIE	AVENUE	NORTH RICHMOND
623	140	FLANNERY	AVENUE	NORTH RICHMOND
624	4	FLANNERY	AVENUE	NORTH RICHMOND
625	6	FLANNERY	AVENUE	NORTH RICHMOND
626	8	FLANNERY	AVENUE	NORTH RICHMOND
627	12	FLANNERY	AVENUE	NORTH RICHMOND
628	10	FLANNERY	AVENUE	NORTH RICHMOND
629	11	FLANNERY	AVENUE	NORTH RICHMOND
630	9	FLANNERY	AVENUE	NORTH RICHMOND
631	7	FLANNERY	AVENUE	NORTH RICHMOND
632	5	FLANNERY	AVENUE	NORTH RICHMOND

If space is insufficient use additional annexure sheet

Surveyor's Reference:16800-11C3

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 5 sheet(s)

<p>Office Use Only</p> <p>Registered:  30.01.2019</p> <p>PLAN OF SUBDIVISION OF LOT 791 D.P.1233055</p> <p>Subdivision Certificate number: 18036</p> <p>Date of Endorsement: 14/12/18</p>	<p>Office Use Only</p> <p style="font-size: 24pt; text-align: center;">DP1233376</p> <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) 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.
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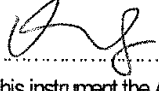
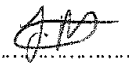
SCHEDULE OF STREET ADDRESSES

LOT NUMBER	STREET No.	STREET NAME	STREET TYPE	LOCALITY
633	3	FLANNERY	AVENUE	NORTH RICHMOND
634	1	FLANNERY	AVENUE	NORTH RICHMOND
635	147	YOBARNIE	AVENUE	NORTH RICHMOND
636	145	YOBARNIE	AVENUE	NORTH RICHMOND
637	143	YOBARNIE	AVENUE	NORTH RICHMOND
638	141	YOBARNIE	AVENUE	NORTH RICHMOND
639	139	YOBARNIE	AVENUE	NORTH RICHMOND
640	137	YOBARNIE	AVENUE	NORTH RICHMOND
641	135	YOBARNIE	AVENUE	NORTH RICHMOND
642	133	YOBARNIE	AVENUE	NORTH RICHMOND
643	131	YOBARNIE	AVENUE	NORTH RICHMOND
644	129	YOBARNIE	AVENUE	NORTH RICHMOND
645	127	YOBARNIE	AVENUE	NORTH RICHMOND
646	125	YOBARNIE	AVENUE	NORTH RICHMOND
647	123	YOBARNIE	AVENUE	NORTH RICHMOND
648	121	YOBARNIE	AVENUE	NORTH RICHMOND
649	119	YOBARNIE	AVENUE	NORTH RICHMOND
650	117	YOBARNIE	AVENUE	NORTH RICHMOND
651	115	YOBARNIE	AVENUE	NORTH RICHMOND
652	113	YOBARNIE	AVENUE	NORTH RICHMOND
653	111	YOBARNIE	AVENUE	NORTH RICHMOND
654	109	YOBARNIE	AVENUE	NORTH RICHMOND

If space is insufficient use additional annexure sheet

Surveyor's Reference:16800-11C3

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 5 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div> Registered:  30.01.2019 </div> <div style="text-align: right;">Office Use Only</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> PLAN OF SUBDIVISION OF LOT 791 D.P.1233055 </div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 20px;"> DP1233376 </div> <div style="margin-top: 20px;"> This sheet is for the provision of the following information as required: <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. </div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Subdivision Certificate number: <u>18036</u></p> <p>Date of Endorsement: <u>14/12/2018</u></p> </div> <div style="width: 50%; font-size: 0.8em;"> <p>Signed on behalf of BD NSW(MR) PROJECT 0007 Pty. Ltd. ACN 123 888 773 By its duly authorised Attorney being duly authorised in this behalf (who by their execution warrant that their appointment has not been revoked) in the presence of:-</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">  Signature of witness <u>Natalie Foster</u> Name of witness <u>Level 25, 10 Connell Street</u> Address of witness <u>SYDNEY NSW 2000</u> </div> <div style="text-align: center;">  Signature of Attorney <u>MELINDA GRAHAM</u> Name of Attorney Power of Attorney dated: Book <u>4676</u> No. <u>327</u> </div> </div> </div> </div> <div style="margin-top: 30px;"> <p>National Australia Bank Limited ACN 004 044 937 Executed by its Level <u>2</u> Attorney <u>VICKY CHUNG</u> Under Power of Attorney No <u>37 BOOK 4512</u> this <u>18</u> Day of <u>December 2018</u></p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">  (By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney) </div> <div style="text-align: center;">  (Signature of Witness) <u>JEEVIKA MEHRA</u> (Name of Witness) <u>Level 22, 255 George St, Sydney 2000</u> (Address of Witness) </div> </div> </div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 16800-11C3		

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1233376**

Plan of Subdivision of Lot 791 DP1233055
 covered by Subdivision Certificate No. **18036**

Full name and address
 of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
 Level 7
 100 Edward Street
 BRISBANE 4000

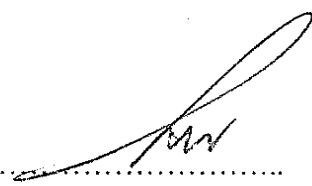
(Sheet 1 of 13 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.2 wide (E1)	625 626 627 622 621 620 610 611 612 613 614 615 616 617 618 619 607 605 606 605	624 624 & 625 624-626 incl 623 622 & 623 621-623 incl 609 609 & 610 609-611 incl 609-612 incl 609-613 incl 609-614 incl 609-615 incl 609-616 incl 609-617 incl 609-618 incl 608 607 & 608 606-608 incl



 Authorised person BD NSW (MR) PROJECT



 Authorised Person
 Hawkesbury Council

Plan: **DP1233376**

Plan of Subdivision of Lot 791 DP1233055
 covered by Subdivision Certificate No. **18036**

**Full name and address
 of the owner of the land:**

BD NSW (MR) PROJECT O007 Pty. Ltd.
 Level 7
 100 Edward Street
 BRISBANE 4000

(Sheet 2 of 13 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
2.	Easement for Padmount Substation 2.75 wide (E4)	613	Epsilon Distribution Ministerial Holding Corporation
3.	Restriction on the Use of Land (R1)	Pts. 612 & 613 Designated (R1)	Epsilon Distribution Ministerial Holding Corporation
4.	Restriction on the Use of Land (R2)	Pts. 612 & 613 Designated (R2)	Epsilon Distribution Ministerial Holding Corporation
5.	Restriction on the Use of Land	each lot	every other lot
6.	Positive Covenant	605-654 incl	Hawkesbury Council
7.	Positive Covenant	605-654 incl	Hawkesbury Council
8.	Restriction on the Use of Land	each lot	every other lot
9.	Easement to drain water 2.5 wide (E18)	639	area 'EE' within 790/1233055
10.	Positive Covenant	629-635 incl	Hawkesbury Council

Part 1a (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Easement underground cables 15 wide (E6)(D.P.1233055)	790/1233055 791/1233055	Epsilon Distribution Ministerial Holding Corporation

.....
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.....
 Authorised Person
 Hawkesbury Council

Ref: B16800-11C3 DP1233376

Plan: **DP1233376**

Plan of Subdivision of Lot 791 DP1233055
covered by Subdivision Certificate No. **18036**

**Full name and address
of the owner of the land:**

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 3 of 13 Sheets)

Part 2 (Terms)

1. Terms of Easement for Padmount Substation (E4) 2.75 wide numbered two in the abovementioned plan

The terms set out in Memorandum N° AK104621 registered at NSW Land Registry Services are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

2. Terms of Restriction on the Use of Land (R1) numbered three in the abovementioned plan

2.1 Definitions:

2.1.1 120/120/120 fire rating and 60/60/60 fire rating means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530;

2.1.2 building means a substantial structure with a roof and walls and includes any projections from the external walls;

2.1.3 erect includes construct, install, build and maintain;

2.1.4 restriction site means that part of the lot burdened affected by the restriction on the use of land shown as (R1) on the plan.

2.2 No building shall be erected or permitted to remain within the restriction site unless:

2.2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating; and

.....
Authorised person BD NSW (MR) PROJECT

.....
Authorised Person
Hawkesbury Council

Plan: **DP1233376**

Plan of Subdivision of Lot 791 DP1233055
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BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
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BRISBANE 4000

(Sheet 4 of 13 Sheets)

Part 2 (Terms)

- 2.2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating; and
- 2.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 2.3 The fire ratings mentioned in clause 2.2 must be achieved without the use of firefighting systems such as automatic sprinklers.
- 2.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 2.4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 2.4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.
3. **Terms of Restriction on the Use of Land (R2) numbered four in the abovementioned plan**
- 3.1 Definitions:
- 3.1.1 ~~erect~~ includes construct, install, build and maintain.

.....
Authorised person BD NSW (MR) PROJECT

.....
Authorised Person
Hawkesbury Council

Plan: **DP1233376**

Plan of Subdivision of Lot 791 DP1233055
covered by Subdivision Certificate No. **18036**

**Full name and address
of the owner of the land:**

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 5 of 13 Sheets)

Part 2 (Terms)

3.1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land shown as (R2) on the plan.

3.2 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

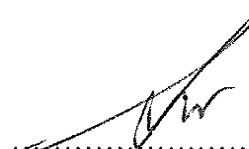
3.3 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

3.3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

3.3.2. The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation .



.....
Authorised person BD NSW (MR) PROJECT



.....
Authorised Person
Hawkesbury Council

Plan: **DP1233376**

Plan of Subdivision of Lot 791 DP1233055
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**Full name and address
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Level 7
100 Edward Street
BRISBANE 4000

(Sheet 6 of 13 Sheets)

Part 2 (Terms)

4. Terms of Restriction on the Use of Land numbered five in the abovementioned plan.

4.1 No building shall be erected or permitted to remain erected on each lot burdened without the prior written consent of the Developer to the plans and specifications for the building which consent shall not be withheld if:

4.1.1 The plans and specifications have attached to it a report from a registered surveyor, architect, building designer or licensed builder certifying that on completion in accordance with the plans and specifications, the proposed building will comply with the Hawkesbury Development Control Plan ("DCP"), and the Redbank Design and Landscape Guidelines; and

4.1.2 the Developer in its absolute discretion considers that the plans substantially comply with the DCP and the Redbank Design and Landscape Guidelines.

4.2 Alterations

No alterations or additions may be made to any lot or any change to any building erected on any lot altering its colour, the materials used in its construction or the façade which does not comply with the requirements of the DCP and the Design and Landscape Guidelines. Nothing in this restriction shall prevent any work in the nature of repair or refurbishing that is consistent with the original construction.

4.3 Display Homes

No building shall be erected on a burdened lot or permitted to remain on a burdened lot which is used or intended to be used as a Display Home, other than by the Developer, or with the approval of the Developer (which approval will be given or withheld in the Developer's absolute discretion.)

4.4 Definitions:

4.4.1 "BD NSW" means BD NSW (MR) Project O007 Pty Ltd (ACN 123 888 773).

.....
Authorised person BD NSW (MR) PROJECT

.....
Authorised Person
Hawkesbury Council

Plan: **DP1233376**

Plan of Subdivision of Lot 791 DP1233055
covered by Subdivision Certificate No. **18036**

**Full name and address
of the owner of the land:**

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 7 of 13 Sheets)

Part 2 (Terms)

4.4.2 **"Developer"** means BD NSW and its successors in title to the Estate to which BD NSW assigns the benefit of this restrictive covenant, provided the successor in title has notified the other proprietors in the Estate that it is the "Developer" for the purposes of this Restriction of Use.

4.4.3 **"Display Home"** means a structure, usually a house, which is used to market or sell houses of the same or a similar type and which is intended to show what living space and features of houses are available to be built in the Estate or elsewhere.

4.4.4 **"Estate"** means all of the land comprised in the estate known as "Redbank" being the land more particularly described in Certificate of Title 74/1187236, as it may be subdivided from time to time.

4.4.5 **"Redbank Design and Landscape Guidelines"** shall mean the Redbank Design and Landscape Guidelines issued under the name of 'Redbank Communities'.

4.5 This Restriction on Use was required as a condition of Hawkesbury Council development consent Development Application number DA0216/16


5. Terms of Positive Covenant numbered six in the abovementioned plan.

Any dwelling constructed on the lot(s) hereby burdened must have a minimum of 50% of the roof area drained to a rainwater tank(s). The rainwater tanks are to have a minimum capacity of 3000 litres and be plumbed for at least one domestic internal use (toilet flushing and/or laundry use). Any rainwater tank overflows, roof and hardstand areas of future development on the lot(s) burdened must be connected to a suitable on site storm water disposal/infiltration system.

6. Terms of Positive Covenant numbered seven in the abovementioned plan.

The owner of the lot burdened must manage the entire lot burdened as Inner Protection Areas (IPA) as outlined within Section 4.1.3 and Appendix 5 of "Planning for Bush Fire


.....
Authorised person BD NSW (MR) PROJECT


.....
Authorised Person
Hawkesbury Council

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Plan of Subdivision of Lot 791 DP1233055
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**Full name and address
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BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
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BRISBANE 4000

(Sheet 8 of 13 Sheets)

Part 2 (Terms)

Protection 2006" and the NSW Rural Fire Service's document "Standards for Asset Protection Zones", as it may be varied, added to or replaced from time to time.

7. Terms of Restriction on the Use of Land numbered eight in the abovementioned plan.

The owner of the lot burdened may not subdivide the lot burdened despite a smaller lot size being permitted by the site specific provisions of the Development Control Plan.

8. Terms of Positive Covenant numbered ten in the abovementioned plan.

The owner of the lot(s) burdened must not remove or permit to be removed the fence existing on the boundary designated 'x'-y'-z' at the time of registration of the abovementioned plan, where that lot shares a common boundary with a residual lot. The owner must maintain this fence to the same standard that existed at the time of registration of the abovementioned plan described as a plain, natural timber post and rail/wire fence.

Name of Authority whose consent is required to release, vary or modify Easements and Positive Covenants numbered one, six, seven, nine and ten in the abovementioned plan

Hawkesbury Council.

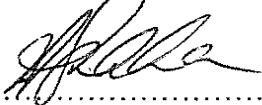
Name of Authority empowered to release, vary or modify Easements and Restrictions numbered two, three and four in the abovementioned plan

Epsilon Distribution Ministerial Holding Corporation.

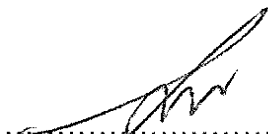
Name of person whose consent is required to release, vary or modify Restriction numbered five in the abovementioned plan

The Developer until the later of:

- (a) the date being [five years] from the date of registration of the plan to which this instrument relates; and



.....
Authorised person BD NSW (MR) PROJECT



.....
Authorised Person
Hawkesbury Council

Ref: B16800-11C3 DP1233376

Plan: **DP1233376**

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covered by Subdivision Certificate No. **18036**

**Full name and address
of the owner of the land:**

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 9 of 13 Sheets)

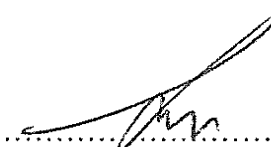
Part 2 (Terms)

- (b) the date on which the Developer ceases to own a lot within the Estate to which this instrument relates, and thereafter Hawkesbury Council.



.....
Authorised person BD NSW (MR) PROJECT

Ref: B16800-11C3 DP1233376



.....
Authorised Person
Hawkesbury Council

Plan: **DP1233376**

Plan of Subdivision of Lot 791 DP1233055
covered by Subdivision Certificate No. **18036**

**Full name and address
of the owner of the land:**

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 10 of 13 Sheets)

Signed on behalf of BD NSW (MR) PROJECT
O007 Pty. Ltd. ACN 123 888 773
By its duly authorised Attorney
being duly authorised in this behalf (who by
their execution warrant that their appointment
has not been revoked) in the presence of:-



Signature of witness



Name of witness

Level 25, 100 Connell Street
Address of witness SYDNEY NSW 2000



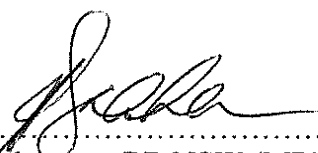
Signature of Attorney



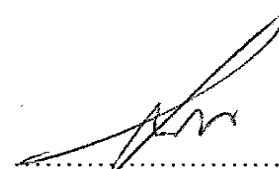
Name of Attorney

Power of Attorney
dated:

Book **4676** No. **327**



Authorised person BD NSW (MR) PROJECT



Authorised Person
Hawkesbury Council

Ref: B16800-11C3 DP1233376

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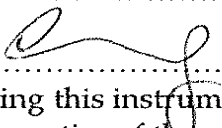
(Sheet 11 of 13 Sheets)

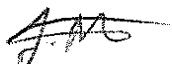
National Australia Bank Limited ACN 004 044 937

Executed by its Level 2 Attorney VICKY CHUNG

Under Power of Attorney No 39 Book 4612


this 18 Day of December 2018

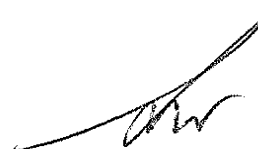

(By executing this instrument the Attorney states that the Attorney has
received no notice of the revocation of the Power of Attorney)


(Signature of Witness)

JEEVIKA MEHRA
(Name of Witness)

Level 22, 255 George St., Sydney 2000
(Address of Witness)


Authorised person BD NSW (MR) PROJECT


Authorised Person
Hawkesbury Council

Ref: B16800-11C3 DP1233376

Plan: **DP1233376**

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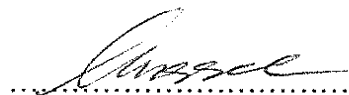
BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000



(Sheet **12** of 13 Sheets)

I certify that the attorney signed this
instrument in my presence

Signed by the attorney named below who signed this
instrument pursuant to the power of attorney
specified for **Endeavour Energy Network Asset
Partnership (ABN 30 586 412 717)** on behalf of
**Epsilon Distribution Ministerial Holding
Corporation (ABN 59 253 130 878)** pursuant to
Section 36 of the Electricity Network Assets
(Authorised Transactions) Act 2015 (NSW)



Signature of Witness

NATASHA ISSAC

Name of Witness

Address of Witness:
c/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148



Signature of Attorney

Name and position of Attorney: **Helen Smith**
Manager Property and Fleet

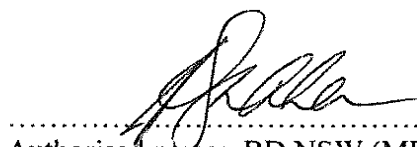
Power of Attorney: Book 4734 N° 883

Signing on behalf of:
Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS 20169

Date of signature: **15 October 2018**



Authorised person BD NSW (MR) PROJECT



Authorised Person
Hawkesbury Council

Ref: B16800-11C3 DP1233376

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BRISBANE 4000


(Sheet 13 of 13 Sheets)

Hawkesbury Council by its authorised delegate
pursuant to s.377 Local Govt. Act, 1993


Signature of delegate


ALAN HASTIE
Name of delegate

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


Signature of Witness

Nicole Miller
Name of Witness

366 George St Windsor
Address of Witness


Authorised person BD NSW (MR) PROJECT

Authorised Person
Hawkesbury Council

Ref: B16800-11C3 DP1233376

REGISTERED



30.01.2019

2nd. Pub.
in Pub.

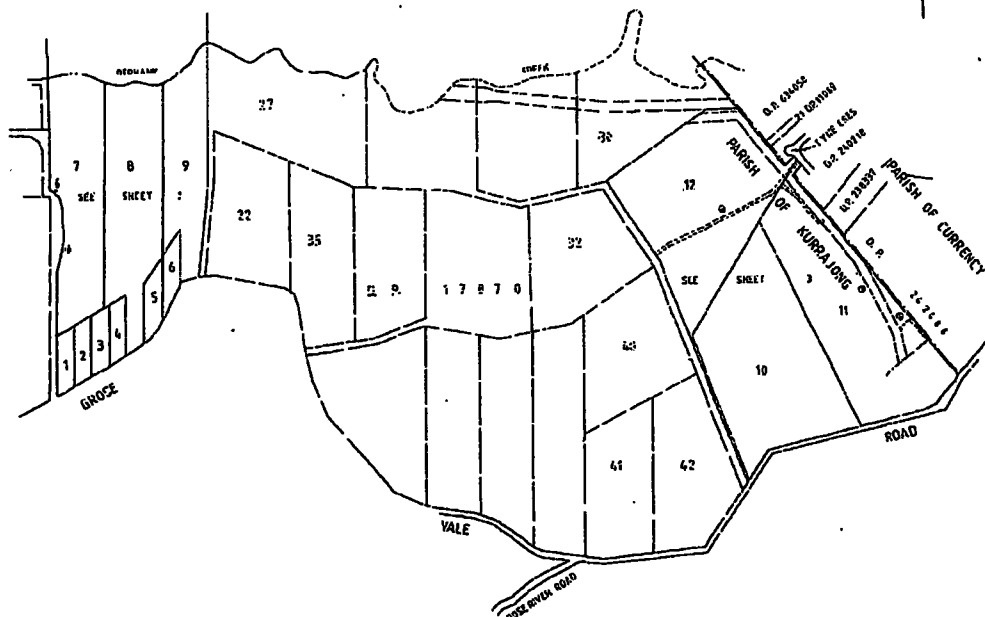
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Book 163

JAN 1980

APPROVED ATTORNEY

17TH & EXTENSIVE



General Staff's Conflicts

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ELECTRICITY EASEMENT 8' WIDE
 EASEMENT FOR TRANSMISSION LINE WIDE EASEMENT
 EASEMENT FOR ACCESS WIDE 11.00235
 EASEMENT TO DRAIN WATER 4' WIDE 8' EASEMENT TO DRAIN WATER 4' WIDE

James Smith
 President, American Society of
 International Law

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DD FORM 728251-

Registered: **CP** **MS 14-1-1987**
 CA.: **584/40 OF 23-7 1986**
 Title System: **TORRENS**
 Purpose: **SUBDIVISION**
 Ref. No.: **U6475-3^d**
 U6482-9^d
 Lot Plans: **DR17870, DR240218**
 DP626503, DP626505

PLAN
OF SUBDIVISION OF
LWIS 8 AND 9 D.P. 249218
LOTS 19, 20, 21, 31, 43A, 44A AND
45A D.P. 17870
LOTS 2 AND 3 D.P. 626503
AND LOT 10 D.P. 626505
REVISION FILE 1, 8906

HAWKESBURY
NORTH RICHMOND
KURRAJONG and CURRENCY

This covers 1 of my plans to _____ & _____
(Material is supplied by _____)

1. ROSE BENNETT CAMBRIDGE
at 1400 N. 231. NICHOLSON 2753
in 1907-1908 and the 1908-1909, 1910-1911, 1912-1913, 1914-1915, 1916-1917, 1918-1919, 1920-1921, 1922-1923, 1924-1925, 1926-1927, 1928-1929, 1930-1931, 1932-1933, 1934-1935, 1936-1937, 1938-1939, 1940-1941, 1942-1943, 1944-1945, 1946-1947, 1948-1949, 1950-1951, 1952-1953, 1954-1955, 1956-1957, 1958-1959, 1960-1961, 1962-1963, 1964-1965, 1966-1967, 1968-1969, 1970-1971, 1972-1973, 1974-1975, 1976-1977, 1978-1979, 1980-1981, 1982-1983, 1984-1985, 1986-1987, 1988-1989, 1990-1991, 1992-1993, 1994-1995, 1996-1997, 1998-1999, 2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 2302-2303, 2304-2305, 2306-2307, 2308-2309, 2310-2311, 2312-2313, 2314-2315, 2316-2317, 2318-2319, 2320-2321, 2322-2323, 2324-2325, 2326-2327, 2328-2329, 2330-2331, 2332-2333, 2334-2335, 2336-2337, 2338-2339, 2340-2341, 2342-2343, 2344-2345, 2346-2347, 2348-2349, 2350-2351, 2352-2353, 2354-2355, 2356-2357, 2358-2359, 2360-2361, 2362-2363, 2364-2365, 2366-2367, 2368-2369, 2370-2371, 2372-2373, 2374-2375, 2376-2377, 2378-2379, 2380-2381, 2382-2383, 2384-2385, 2386-2387, 2388-2389, 2390-2391, 2392-2393, 2394-2395, 2396-2397, 2398-2399, 2400-2401, 2402-2403, 2404-2405, 2406-2407, 2408-2409, 2410-2411, 2412-2413, 2414-2415, 2416-2417, 2418-2419, 2420-2421, 2422-2423, 2424-2425, 2426-2427, 2428-2429, 2430-2431, 2432-2433, 2434-2435, 2436-2437, 2438-2439, 2440-2441, 2442-2443, 2444-2445, 2446-2447, 2448-2449, 2450-2451, 2452-2453, 2454-2455, 2456-2457, 2458-2459, 2460-2461, 2462-2463, 2464-2465, 2466-2467, 2468-2469, 2470-2471, 2472-2473, 2474-2475, 2476-2477, 2478-2479, 2480-2481, 2482-2483, 2484-2485, 2486-2487, 2488-2489, 2490-2491, 2492-2493, 2494-2495, 2496-2497, 2498-2499, 2500-2501, 2502-2503, 2504-2505, 2506-2507, 2508-2509, 2510-2511, 2512-2513, 2514-2515, 2516-2517, 2518-2519, 2520-2521, 2522-2523, 2524-2525, 2526-2527, 2528-2529, 2530-2531, 2532-2533, 2534-2535, 2536-2537, 2538-2539, 2540-2541, 2542-2543, 2544-2545, 2546-2547, 2548-2549, 2550-2551, 2552-2553, 2554-2555, 2556-2557, 2558-2559, 2560-2561, 2562-2563, 2564-2565, 2566-2567, 2568-2569, 2570-2571, 2572-2573, 2574-2575, 2576-2577, 2578-2579, 2580-2581, 2582-2583, 2584-2585, 2586-2587, 2588-2589, 2590-2591, 2592-2593, 2594-2595, 2596-2597, 2598-2599, 2600-2601, 2602-2603, 2604-2605, 2606-2607, 2608-2609, 2610-2611, 2612-2613, 2614-2615, 2616-2617, 2618-2619, 2620-2621, 2622-2623, 2624-2625, 2626-2627, 2628-2629, 2630-2631, 2632-2633, 2634-2635, 2636-2637, 2638-2639, 2640-2641, 2642-26

Signature W. Cambridge
 Signature of the person to whom the document is issued
 Signature of the person to whom the document is issued

Form for use only for statements of intention
to obtain public funds or to obtain public ser-
vices, drainage permits, easements or privileges.

IT IS INTENDED TO CREATE PURSUANT
TO SECTION 336 OF THE CONVEYANCE
ACT, 1919
1. EASEMENT TO DRAIN WATER
4' WIDE.
2. EASEMENT TO BASEMENT 4' WIDE.
3. EASEMENT TO DRAIN WATER
4' WIDE.
IT IS INTENDED TO DEDICATE THE
AREAS 166' AND 356' AS ROAD

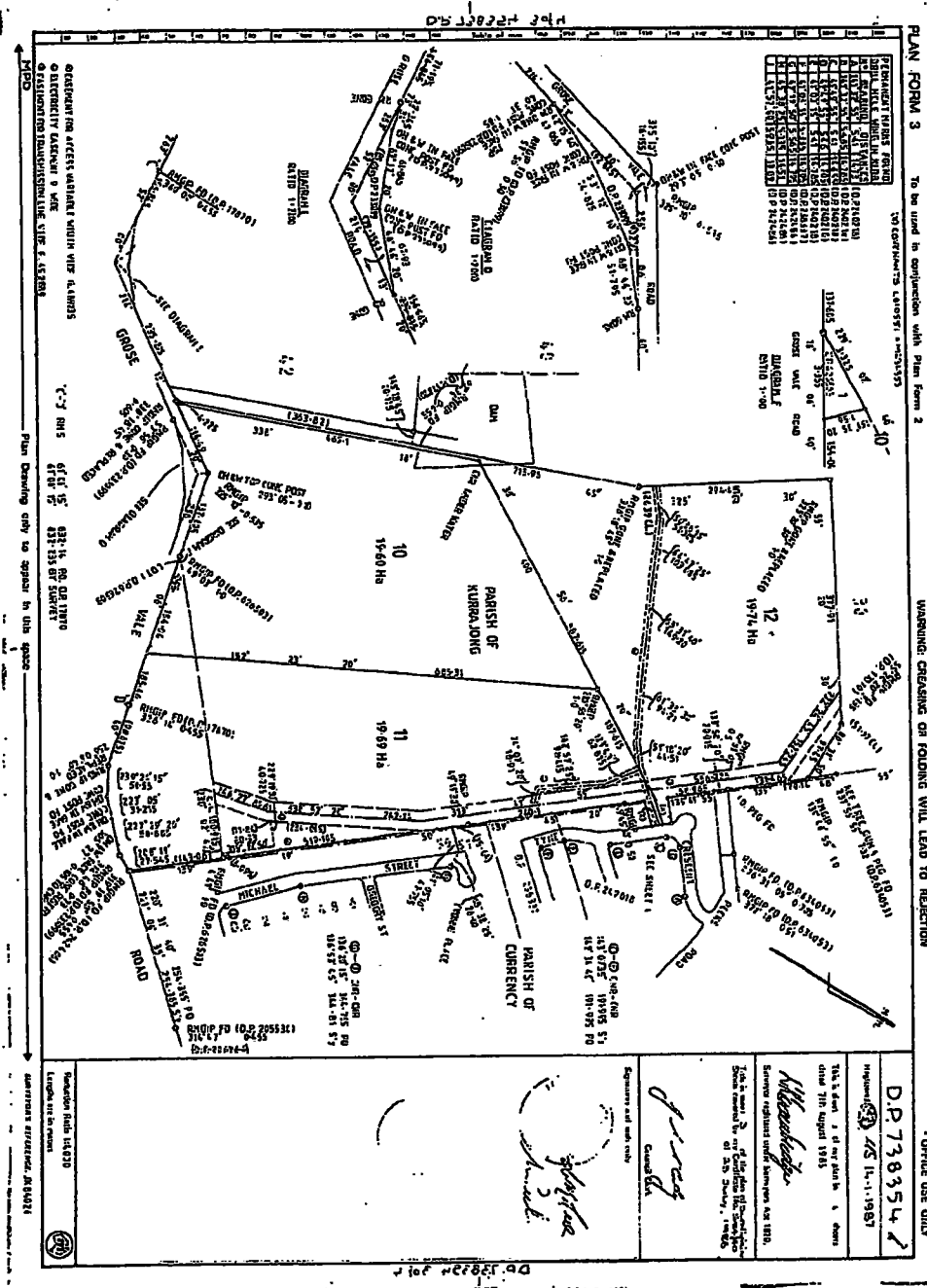
This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

15th January, 1987

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

15th January, 1967

REGISTRATION
GENERAL



*** OFFICE USE ONLY**

D.P. 738354

Registered. 115 14.1.1987


This is a copy of my letter to the
dated 7th August 1985

RK Brumbidge

Current legislation under Burjor's Act (1979).

This is sheet 4 of the plan of Swadlow and
sheets covered by my Certificate No. 10 are 100
of the Swadlow plan.

Specialized and extra copy.


 L. M. Felt
 J. M. Felt

Rotation Ratio 1:100

* Lengths are in metres

SUBJECT: READING OF 184926

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

15th January, 1987

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
AS TO USES INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919.

Plan DP 738354

PART 1

Subdivision of Lots 8 & 9 D.P. 210210,
 Lots 19, 20, 21, 31, 42A, 44A & 45A D.P. 17870
 Lots 2 & 3 D.P. 62650 and Lot 10,
 D.P. 62650 covered by Council Clerk's
 Certificate no. 584648.....
 of 21st July, 1986.....

Full name and address
of proprietor of the
land

Kensley Pastoral Company Pty. Limited
 Grace Vale Road,
 Grace Vale.

1. Identity of easement
or restriction firstly
referred to in the above
mentioned plan

Easement to drain water & wide of

Schedule of Lots, etc. affected

Lots burdened
 7

Lots, name of road or Authority benefited
 Houtshurty Shire Council

2. Identity of easement
or restriction secondly
referred to in the above
mentioned plan

Electricity Easement 9 wide

Schedule of Lots, etc. affected

Lots burdened
 1, 12

Lots, name of road or Authority benefited
 Lot 33 D.P. 17870 (Vol. 14602 Rd. 131)

3. Identity of easement
or restriction thirdly
referred to in the above
mentioned plan

Easement to drain water & wide of

Schedule of Lots, etc. affected

Lots burdened
 7

Lots, name of road or Authority benefited
 Houtshurty Shire Council

W. Thomson
Substituted Registrar
 27/1/1987

REGISTERED 4/5 14-1-1987

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USES INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919.

PART 2

Plan

Subdivision of Lots 8 & 9 D.P. 210210,
 Lots 19, 20, 21, 31, 42A, 44A & 45A D.P. 17870
 Lots 2 & 3 D.P. 62650 and Lot 10,
 D.P. 62650 covered by Council Clerk's
 Certificate no. 584648.....
 of 21st July, 1986.....

DP 738354

1. Terms of Easement secondly referred to in the above mentioned plan

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorized by him, from time to time and at all times by means of underground pipes, underground cables, overhead wires together with the right for the grantee and every person authorized by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or removing such pipes, cables or wires or any part thereof and for any of the foregoing purposes to open the soil of the servient tenement to such an extent as may be necessary provided that the grantee and the persons authorized by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Name of persons empowered to release, vary or nullify restrictions secondly referred to in the above mentioned plan

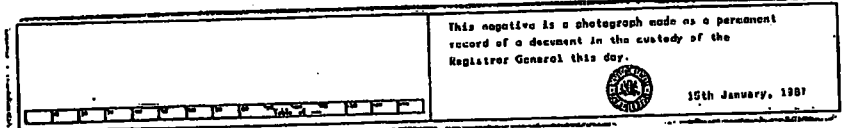
Kensley Pastoral Company Pty. Limited.



W. Thomson
Substituted Registrar

RECEIVED
 1987 JAN 14 11 11 AM
 REGISTRAR GENERAL
 SYDNEY
 DP 738354

REGISTERED 4/5 14-1-1987



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.



15th January, 1987

1985
1988



2
543869U

REQUEST
REAL PROPERTY ACT, 1900

R A / of / R 2 /
DD \$ 59 / 2

DESCRIPTION
OF LAND
Note (a)

Torrens Title Reference	If part only, delete Whole and give details	Location
Folio/Identifier 25/794424	WHOLE	at North Richmond

REGISTERED
DEALING
Note (b)

Type of Dealing	Registered Number	Torrens Title Reference

REGISTERED
PROPRIETOR
Note (c)

ROBERT ARTHUR CARRATT and KYLIE ANNE HELLIAR both of 77 Dora St, Blacktown

(The abovesigned applicant) being the registered proprietor of the land above described hereby requests the Registrar General to record in the register the agreement made between Kemsley Pastoral Co Pty Limited and the applicant releasing the easement for electricity 9 wide created by the registration of DP738354

OFFICE USE ONLY

OVER.

Note (d)

P. T. O

D

DATE 2/8 JAN 1991

EXECUTION
Note (e)

Hereby certify this dealing to be correct for the purposes of the Real Property Act 1900.
Signed in my presence by the applicant who is personally known to me.

Signature of Witness

SEE ANNEXURE "A" FOR EXECUTION

Name of Witness (BLOCK LETTERS)

Address and Occupation of Witness

Signature of Applicant

TO BE COMPLETED
BY LODGING PARTY
Notes (f) and (g)

OFFICE USE ONLY

LODGED BY TRESS, COCKS & MADDOX 133 KING STREET SYDNEY. DX 123 SYDNEY PHONE: 221-2744		LOCATION OF DOCUMENTS	
Ref. No. Delivery Box Number 864L		CT	OTHER
Checked e. i. u. e. RF3		✓	Deed
Paid Extra Fee			Here with.
Signed 7 MAY 1991			In L.T.O. with
			Produced by 361 F
		Secondary Directions	
		Delivery Directions	

4118
S.

This form is to be used only if no other approved form is appropriate for the purpose and should be lodged by hand at the Land Titles Office.

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the applicant in the left hand margin.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the applicant in the left hand margin.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the applicant in the left hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witness.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land. (If the request is only in respect of a registered dealing, rule through this panel.)

- (10) **LOCATION**—Is on the locality shown on the Certificate of Title Given Grant, e.g., in Ch. 104. If the locality is not shown, Is on the Parish and County, e.g., Pl. Lluerna Co. Revue.

- (b) Registered dealing (If request is only in respect of a notice of the Registrar, rule through this panel.) Show the registered number of the dealing and the title reference affected thereby.
e.g. Lease—V123456—Vol. 6514 Fol. 126

- (c) Show the full name and address of the applicant.

- (d) Set out the terms of the request.**

- (c) Execution.**

- | | |
|-----------------------|---|
| GENERAL | <p>(i) Should there be insufficient space for a notation of this request, use an annexure sheet.</p> <p>(ii) The certificate of consent under the Real Property Act, 1900, must be signed by the applicant, who should execute the request in the presence of an adult witness, not being a party to the request, to whom he/she is personally known. The solicitor for the applicant may sign the certificate on behalf of the applicant, the solicitor's name (not that of his/her firm) to be prominent or printed adjacent to his/her signature. Any person failing to or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.</p> |
| ATTORNEY | <p>(i) If the request is executed by an attorney to the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g. "AB by Attorney to Applicant (or receiver or delegate, as the case may be) by registered power of attorney dated ...".</p> |
| AUTHORITY CORPORATION | <p>(i) If the request is executed on behalf of an authority (other than one specified in section 10(1) of the Act), the request must indicate the authority, and either other authority pursuant to which the application has been executed.</p> <p>(ii) If the request is executed by a corporation under seal, the form of attestation should include a statement that the seal has been properly affixed, e.g. "In accordance with the Articles of Association of the corporation, the following officers, namely the [names of the officers], have caused this request to be executed on behalf of the corporation, and the seal of the corporation has been properly affixed."</p> |

- (f) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

- (g) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title or duplicate registered dealing. List, in an abbreviated form, other documents lodged, e.g. stat. dec. for statutory declaration.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

SAINT JOHN'S **LO-SAN**

ANNEXURE "A"

THE COMMON SEAL OF KEMSLY PASTORAL)
CO PTY LIMITED was hereunto affixed)
in the presence of:)



J. M. Peel
Director

J. M. Peel
Secretary

The NATIONAL AUSTRALIA BANK LIMITED under
Memorandum of Mortgage No. N417194 of the
Dominant Tenement hereby consents to
the within Request.

see Below

SIGNED SEALED AND DELIVERED)
by the said ROBERT ARTHUR)
CARRATT in the presence of:

Robert Carratt

Robert Carratt

SIGNED SEALED AND DELIVERED)
by the said KYLIE ANNE HELLIER)
in the presence of:

Kylie Anne Hellier

Kylie Anne Hellier

NATIONAL AUSTRALIA BANK LIMITED as mortgagee under mortgage registered no. N417194
hereby consents to the within Request but without prejudice to and reserving all its
rights powers and remedies under its security.

DATED at Sydney this Twenty fourth day of September, One thousand nine hundred and
ninety.

Signed in my presence
by BARRY THOMAS SHARPE
the Attorney of National Australia
Bank Limited pursuant to Power of
Attorney registered No. 226
Book 380, who is personally

State Securities
George St., Sydney

Kaylene Mozley
KAYLENE MOZLEY

Bank Officer

Signed for and on behalf of
National Australia Bank Limited
by its said Attorney.

[Signature]
ACTING MANAGER
SECURITIES SERVICES N.S.W.

Film with 2543869

DATED 2nd Jan 1991

BETWEEN:

KEMSLEY PASTORAL CO PTY LIMITED

("Releasor")

AND:

ROBERT ARTHUR CARRATT and KYLIE ANNE HELLAR

("Registered Proprietor")

D E E D

TRESS COCKS & MADDOX
Solicitors
55 Hunter Street
SYDNEY NSW 2000

DX: 123, Sydney
TEL: 221-2744
FILE NO:
REF: DK166/VV

Deed to be filmed with
Request 2543869

#10-20

THIS DEED made the 21st day of JANUARY One
Thousand Nine Hundred and Ninety one.

BETWEEN: KEMSLEY PASTORAL CO PTY LIMITED of Kemsley Park, Grose
Vale Road, Grose Vale (called "Releasor") of the one part;

AND: ROBERT ARTHUR CARRATT and KYLIE ANNE HELLIAR both of 77 Dora
Street, Blacktown in the State of New South Wales (called
"Registered Proprietor") of the other part;

WHEREAS:

- A. The Registered Proprietor is the registered proprietor of
Lot 25 in Deposited Plan 794424 being the whole of the land
comprised in Certificate of Title Folio Identifier
25/794424 ("the Burdened Lot").
- B. The Releasor is the Registered Proprietor of Lot 33 in
Deposited Plan 17870 being the whole of the land comprised
in Certificate of Title Folio Identifier 33/17870.
- C. The Burdened Lot is subject to easement for electricity
wide created by an instrument (Deposited Plan 738354) under
Section 88B of the Conveyancing Act, 1919.
- D. The Releasor is the party entitled to release, vary or
modify the said easement.
- E. The Registered Proprietor has requested the Releasor to
release the easement as it affects the Burdened Lot which
the Releasor has agreed to do.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as
follows:

[Signature]

[Signature]

[Signature]

L.M. Paul
[Signature]

- 2 -

In consideration of the sum of \$1.00 paid to the Releasor
by the Registered Proprietor (the receipt whereof is hereby
acknowledged) the Releasor hereby releases the said
easement from the title of the Burdened Lot. *MP*

IN WITNESS WHEREOF the parties hereto have hereunto set their
hands and affixed their seals the day and year first hereinbefore
mentioned.

THE COMMON SEAL of KEMSLEY
PASTORAL CO PTY LIMITED was
hereunto affixed by authority
of the Board of Directors
in the presence of:

[Signature]
Secretary



[Signature]
Director

THE NATIONAL AUSTRALIA BANK
LIMITED under Memorandum of
Mortgage No. N417194 of the
Dominant Tenement hereby
consents to the within
release.

SIGNED SEALED AND DELIVERED
by the said ROBERT ARTHUR
CARRATT in the presence of:

[Signature]

[Signature]

- 3 -

SIGNED SEALED AND DELIVERED

by the said **KYLIE ANNE**

HELLIAR in the presence of:

.....*[Signature]*.....

X *[Signature]*

Signed Sealed and Delivered for and on behalf of
National Australia Bank Limited

NATIONAL AUSTRALIA BANK LIMITED

by
its duly constituted Attorney under Power of
Attorney Registered No. 226 Book 3804
in the presence of

by its Attorney
.....*[Signature]*.....

NATIONAL AUSTRALIA BANK LIMITED as mortgagee under mortgage registered no. N417194 hereby consents to the within Deed but without prejudice to and reserving all its rights powers and remedies under its security.

DATED at Sydney this Twenty fourth day of September, One thousand nine hundred and ninety.

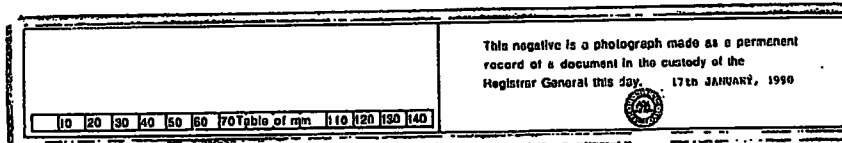
Signed Sealed and Delivered for and on behalf of
National Australia Bank Limited

NATIONAL AUSTRALIA BANK LIMITED

by **BARRY THOMAS SHARPE**
its duly constituted Attorney under Power of
Attorney Registered No. 226 Book 3804
in the presence of

by its Attorney
.....*[Signature]*.....
ASSISTANT MANAGER
SECURITIES SYDNEY N.S.W.

[Signature]
KAYLENE MOZLEY
State Securities
George St., Sydney
Bank Officer



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 17th JANUARY, 1990

Registrar General this day. 17th JANUARY, 1990

PLAN FOR THE

LEGEND

TITLE BLOCK

Table 1: Lot Data

Lot No.	Area (m²)	Owner/Occupant
1	800 m²	PECKS
2	800 m²	PECKS
3	800 m²	PECKS
4	800 m²	PECKS
5	800 m²	PECKS
6	800 m²	PECKS
7	800 m²	PECKS
8	800 m²	PECKS
9	800 m²	PECKS
10	800 m²	PECKS
11	800 m²	PECKS
12	800 m²	PECKS
13	800 m²	PECKS
14	800 m²	PECKS
15	800 m²	PECKS
16	800 m²	PECKS
17	800 m²	PECKS
18	800 m²	PECKS
19	800 m²	PECKS
20	800 m²	PECKS
21	800 m²	PECKS
22	800 m²	PECKS
23	800 m²	PECKS
24	800 m²	PECKS
25	800 m²	PECKS
26	800 m²	PECKS
27	800 m²	PECKS
28	800 m²	PECKS
29	800 m²	PECKS
30	800 m²	PECKS
31	800 m²	PECKS
32	800 m²	PECKS
33	800 m²	PECKS
34	800 m²	PECKS
35	800 m²	PECKS
36	800 m²	PECKS
37	800 m²	PECKS
38	800 m²	PECKS
39	800 m²	PECKS
40	800 m²	PECKS
41	800 m²	PECKS
42	800 m²	PECKS
43	800 m²	PECKS
44	800 m²	PECKS
45	800 m²	PECKS
46	800 m²	PECKS
47	800 m²	PECKS
48	800 m²	PECKS
49	800 m²	PECKS
50	800 m²	PECKS

Table 2: Summary of Lot Data

Lot No.	Area (m²)	Owner/Occupant
1	800 m²	PECKS
2	800 m²	PECKS
3	800 m²	PECKS
4	800 m²	PECKS
5	800 m²	PECKS
6	800 m²	PECKS
7	800 m²	PECKS
8	800 m²	PECKS
9	800 m²	PECKS
10	800 m²	PECKS
11	800 m²	PECKS
12	800 m²	PECKS
13	800 m²	PECKS
14	800 m²	PECKS
15	800 m²	PECKS
16	800 m²	PECKS
17	800 m²	PECKS
18	800 m²	PECKS
19	800 m²	PECKS
20	800 m²	PECKS
21	800 m²	PECKS
22	800 m²	PECKS
23	800 m²	PECKS
24	800 m²	PECKS
25	800 m²	PECKS
26	800 m²	PECKS
27	800 m²	PECKS
28	800 m²	PECKS
29	800 m²	PECKS
30	800 m²	PECKS
31	800 m²	PECKS
32	800 m²	PECKS
33	800 m²	PECKS
34	800 m²	PECKS
35	800 m²	PECKS
36	800 m²	PECKS
37	800 m²	PECKS
38	800 m²	PECKS
39	800 m²	PECKS
40	800 m²	PECKS
41	800 m²	PECKS
42	800 m²	PECKS
43	800 m²	PECKS
44	800 m²	PECKS
45	800 m²	PECKS
46	800 m²	PECKS
47	800 m²	PECKS
48	800 m²	PECKS
49	800 m²	PECKS
50	800 m²	PECKS

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
 INTENDED TO BE CREATED PURSUANT TO SECTION 88H
 OF THE CONVEYANCING ACT, 1919**

Sheet 1 of 2 Sheets

Lengths are in metres

PART 1

Plan: DP794424

Subdivision of land of Lot 1 DP
 786671 covered by Council Clerk's
 Certificate No. 2266/97
 dated 1.11.1997, n/a.
 Goldria Pty. Limited
 Level 3
 6-10 O'Connell Street
 SYDNEY NSW 2000

Full name and address of
 Proprietor of the land

1. Identity of easement firstly
 referred to in the above-mentioned plan: Easement to drain water 1.2 wide

Schedule of lots etc., Affected

<u>Lots burdened</u>	<u>Lots Benefited</u>
17	18
19	17, 18
20	17, 18, 19
21	17 to 20 inclusive
22	17 to 21 inclusive
23	17 to 22 inclusive
31	30
32	30, 31
33	30, 31, 32
34	30 to 33 inclusive

2. Identity of easement secondly
 referred to in the above-mentioned plan Easement to drain water 1.2 wide

Schedule of Lots etc., Affected

<u>Lots burdened</u>	<u>Lots Benefited</u>
47	Lot 5 in DP 786671

3. Identity of easement thirdly
 referred to in the above-mentioned
 plan Easement to drain water
 variable width

Schedule of Lots etc., Affected

<u>Lots burdened</u>	<u>Name of Authority Benefited</u>
9	Hawkebury City Council

4. Identity of restriction as to user
 fourthly referred to in the
 above-mentioned plan Restriction as to user

Schedule of lots affected

<u>Lots burdened</u>	<u>Lots Benefited</u>
1 to 50 inclusive	Every other lot

REGISTERED 12-1-1998

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This negative is a photograph made as a permanent
 record of a document in the custody of the
 Registrar General this day 17th JANUARY, 1998



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919

D.P. 7944-24

Lengths are in metres

Sheet 2 of 2 Sheets

PART 1 (Contd.)

5. Identity of easement fifthly
referred to in the abovementioned plan

Easement to drain water over
existing line of pipes

Schedule of Lots Affected

Lots Burdened

51

Lots Benefited

30-34 inclusive

PART 2

1. Terms of restriction as to user fourthly referred to in the abovementioned plan

No fence shall be erected on any lot burdened to divide it from the adjoining lot
owned by Goldrie Pty. Limited without the consent of Goldrie Pty. Limited but such
consent shall not be withheld if such fence is to be erected without cost or
expense to Goldrie Pty. Limited. This restriction shall remain in force only
during such time as Goldrie Pty. Limited is the registered proprietor of any lot
in the within plan or any land immediately adjoining a lot in the within plan.

2. Name of persons empowered to release, vary or modify Easements firstly, secondly,
thirdly and fifthly referred to in the abovementioned plan

Goldrie Pty. Limited and Hawkesbury City Council.

Goldrie Pty. Limited by
its Attorney, Simon NARRER,
Sole Agent to Power
of Attorney Registered No.
202...374...in the
DIRECTOR GENERAL of:

THE COMMON SEAL of GOLDRIE PTY.
LIMITED was hereunto affixed in the
presence of:

WITNESS

C. G. G. G.

Produced at SYDNEY in my presence by AGC (ADVANCE) LIMITED
by being signed and sealed and delivered by
DARBY ARNOLD YAKFIELD
REGIONAL SENIOR EXECUTIVE (WEST SOUTH AUSTRALIA)
for the use being of the company and has no other use
restriction of Power of Attorney registered under
the Conveyancing Act, 1919, and the authority of which this
document is produced
[Signature]
GEOFFREY DEBORAH FIRCH
Notary Public (South Australia)
JUSTICE OF THE PEACE
[Signature]

REGISTERED

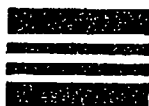
15-1-1990

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 17th JANUARY, 1990



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OFFICE USE ONLY



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29 JUN 1992
1027

REQUEST
REAL PROPERTY ACT, 1900

R

of

R

\$

DESCRIPTION
OF LAND
Note (a)

Tenure Title Reference	If part only, delete Whole and give details	Location
Folio Identifier 71/802290 (Servient) 33/17870 (Dominant)	WHOLE	at North Richmond

REGISTERED
DEALING
Note (b)

Type of Dealing	Registered Number	Tenure Title Reference

REGISTERED
PROPRIETOR
Note (c)

STEPHEN LEE GARRICK and GISELLE KIM GARRICK of 34 Old Stock Route Road, Oakville

(The abovesigned applicant) being the registered proprietor of the land above described hereby requests the Registrar General to

Note (d)

record in the register the agreement made between Kemsley Pastoral Co Pty Limited and the applicant releasing the easement for electricity 9 wide created by the registration of DP738354: the said STEPHEN LEE GARRICK and GISELLE KIM GARRICK being the registered proprietors of the servient tenement and KEMSLEY PASTORAL & EMBANKMENT CO. PTY LIMITED being the registered proprietor of the dominant tenement.

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OFF
OVER.

EXECUTION
Note (e)

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.
Signed in my presence by the applicant who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Occupation of Witness

SEE ANNEXURE "A" FOR EXECUTION

Signature of Applicant

TO BE COMPLETED
BY LODGING PARTY
Notes (f) and (g)

LODGED BY		TRESS, COCKS & MADDOX 135 KING STREET SYDNEY. DX 123 SYDNEY PHONE: 221-2744		LOCATION OF DOCUMENTS	
Ref. No. JNR 001506 Delivery Box Number 864L				CT	OTHER
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					n L.T.O. with
					Produced by 13L
Checked GJB	Passed RF 12	REGISTERED - 19		Secondary Directions	
Signed	Extra Fee			Delivery Directions	

OFFICE USE ONLY

INSTRUCTIONS FOR COMPLETION

RP 65
1988

This form is to be used only if no other approved form is appropriate for the purpose and should be lodged by hand at the Land Titles Office.
Typewriting and handwriting should be clear, legible and in permanent dark blue non-copying ink.
Alterations are not to be made by erasure; the words requested are to be ruled through and initialed by the applicant in the left hand margin.
If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witnesses.
Fill up all blanks.
The following instructions relate to the side notes on this form.

- (a) Description of land. (If the request is only in respect of a registered dealing, rule through this panel.)
- (b) Registered dealing. (If request is only in respect of a folio of the Register, rule through this panel.) Show the registered number of the dealing and the title reference affected thereby.
e.g. L650-V123456-Vol. 8514 fol. 126
- (c) Show the full name and address of the applicant.
- (d) Set out the terms of the request.
- (e) Execution.
- (f) Generally.
- (g) Torrens title reference. For a Torrens title reference, rule through this panel. The reference should be in the form of a folio of the Register, e.g. Vol. 8514 fol. 126. If the reference is in the form of a folio of the Register, rule through this panel. The reference should be in the form of a folio of the Register, e.g. Vol. 8514 fol. 126.
- (h) Particulars. Particulars should be in the form of a folio of the Register, e.g. Vol. 8514 fol. 126. If the reference is in the form of a folio of the Register, rule through this panel. The reference should be in the form of a folio of the Register, e.g. Vol. 8514 fol. 126.
- (i) Location. Location should be in the form of a folio of the Register, e.g. Vol. 8514 fol. 126. If the reference is in the form of a folio of the Register, rule through this panel. The reference should be in the form of a folio of the Register, e.g. Vol. 8514 fol. 126.
- (j) Registered dealing. (If request is only in respect of a folio of the Register, rule through this panel.) Show the registered number of the dealing and the title reference affected thereby.
e.g. L650-V123456-Vol. 8514 fol. 126
- (k) Torrens title reference. For a Torrens title reference, rule through this panel. The reference should be in the form of a folio of the Register, e.g. Vol. 8514 fol. 126. If the reference is in the form of a folio of the Register, rule through this panel. The reference should be in the form of a folio of the Register, e.g. Vol. 8514 fol. 126.
- (l) Particulars. Particulars should be in the form of a folio of the Register, e.g. Vol. 8514 fol. 126. If the reference is in the form of a folio of the Register, rule through this panel. The reference should be in the form of a folio of the Register, e.g. Vol. 8514 fol. 126.
- (m) Location. Location should be in the form of a folio of the Register, e.g. Vol. 8514 fol. 126. If the reference is in the form of a folio of the Register, rule through this panel. The reference should be in the form of a folio of the Register, e.g. Vol. 8514 fol. 126.

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FIRST SCHEDULE DIRECTIONS

NAME

(a) DIRECTION

(b) DIRECTION

SECOND SCHEDULE AND OTHER DIRECTIONS

DETAILS

(c) DIRECTION

(d) DIRECTION

(e) DIRECTION

(f) DIRECTION

(g) DIRECTION

(h) DIRECTION

(i) DIRECTION

(j) DIRECTION

(k) DIRECTION

(l) DIRECTION

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(n) DIRECTION

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(kj) DIRECTION

ANNEXURE "A"

THE COMMON SEAL OF KEMSLEY PASTORAL)
CO PTY LIMITED was hereto affixed)
in the presence of:)



Director

[Signature]
Secretary

The NATIONAL AUSTRALIA BANK LIMITED under
Memorandum of Mortgage No.N417194 of the
Dominant tenement hereby consents to
the within Request.

* S.A. RAHMAN

SIGNED SEALED AND DELIVERED by)
the said STEPHEN LEE GARRICK in)
the presence of:)

[Signature]

[Signature]

SIGNED SEAL AND DELIVERED by)
the said GISELLE KIM GARRICK in)
the presence of:)

[Signature]

[Signature]

The COMMONWEALTH SAVINGS BANK OF
AUSTRALIA under Memorandum of Mortgage
Z.81048 of the Servient Tenement hereby
consents to the within Request.

SIGNED AT SYDNEY THE 15th
DAY OF January
1997 FOR
COMMONWEALTH SAVINGS BANK OF
AUSTRALIA under Memorandum of
Mortgage No. Z.81048 of the
Servient Tenement hereby
Lending to the
COMMONWEALTH BANK OF
AUSTRALIA who is the attorney
mentioned and referred to in
Power of Attorney registered in the
Land Titles Office Book 356 No. 356

[Signature]
JP

NATIONAL AUSTRALIA BANK LIMITED as mortgagee under mortgage registered no. N417194 hereby consents to the within Request but without prejudice to and reserving all its rights powers and remedies under its security.

DATED at Sydney this Twenty fourth day of September, One thousand nine hundred and ninety.

Signed in my presence
by **GARRY THOMAS SHARPE**
the Attorney of National Australia
Bank Limited pursuant to Power of
Attorney registered No. 226
Book 3804 who is personally
known to me.



KAYLENE MOZLEY

State Solicitor
George St., Sydney

Bank Officer

Signed for and on behalf of
National Australia Bank Limited
by its said Attorney.


ASSISTANT MANAGER
SECURITIES SERVICES N.S.W.

81

DATED 14th February 1992

BETWEEN:

KEMSLEY PASTORAL CO PTY LIMITED

("Relessor")

AND:

STEPHEN LEE GARRICK and GISELLE KIM GARRICK

("Registered Proprietor")

D E E D

TRESS COCKS & MADDOX
Solicitors
55 Hunter Street
SYDNEY NSW 2000

DX: 123, Sydney
TEL: 221-2744
FILE NO:
REF: DK222/VV

B

11/10

THIS DEED made the 12th day of February One
Thousand Nine Hundred and Ninety Two.

BETWEEN: KEMSLEY PASTORAL CO PTY LIMITED of Kemsley Park, Grose
Vale Road, Grose Vale (called "Releasor") of the one part;
AND: STEPHEN LEE GARRICK and GISELLE KIM GARRICK of 34 Old Stock
Route Road, Oakville in the State of New South Wales (called
"Registered Proprietor") of the other part;

WHEREAS:

- A. The Registered Proprietor is the registered proprietor of
Lot 71 in Deposited Plan 802290 being the whole of the land
comprised in Certificate of Title Folio Identifier
71/802290 ("the Burdened Lot").
- B. The Releasor is the Registered Proprietor of Lot 33 in
Deposited Plan 17670 being the whole of the land comprised
in Certificate of Title Folio Identifier 33/17670.
- C. The Burdened Lot is subject to easement for electricity
wide created by an instrument (Deposited Plan 738354) under
Section 88B of the Conveyancing Act, 1919.
- D. The Releasor is the party entitled to release, vary or
modify the said easement.
- E. The Registered Proprietor has requested the Releasor to
release the easement as it affects the Burdened Lot which
the Releasor has agreed to do.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as
follows:

x *Stephen Lee Garrick*

Garrick

G

Giselle Garrick

Stephen L Garrick

- 2 -

81

In consideration of the sum of \$1.00 paid to the Releasor
by the Registered Proprietor (the receipt whereof is hereby
acknowledged) the Releasor hereby releases the said
easement from the title of the Burdened Lot.

IN WITNESS WHEREOF the parties hereto have hereunto set their
hands and affixed their seals the day and year first hereinbefore
mentioned.

THE COMMON SEAL of KEMSLEY
PASTORAL CO PTY LIMITED was
hereunto affixed by authority
of the Board of Directors
in the presence of:

Secretary



Director

~~THE NATIONAL AUSTRALIA BANK~~
LIMITED under Memorandum of
Mortgage No. N417194 of the
Dominant Tenement hereby
consents to the within
release:

SIGNED SEALED AND DELIVERED
by the said STEPHEN LEE
GARRICK in the presence of:

.....

.....

- 3 -

B

SIGNED SEALED AND DELIVERED

by the said GISELLE KIM

GARRICK in the presence of:

THE COMMONWEALTH SAVING BANK

OF AUSTRALIA under Memorandum

No. Z61048 of the Servient

Tenement hereby consents to
the within release;

SIGNED AT SYDNEY THE
DAY OF
19..... FOR

COMMONWEALTH SAVINGS BANK OF
AUSTRALIA (Commonwealth
Savings Bank of Australia)
NSW Branch at Parramatta
London Street Parramatta
COMMONWEALTH BANK OF
AUSTRALIA who is the attorney
mentioned and referred to in
Power of Attorney registered in the
Land Titles Office Book No. 510

DK222/VV

Signed Sealed and Delivered for and on behalf of
National Australia Bank Limited

by
Its duly constituted Attorney under Power of
Attorney Registered No. 226 Book 3804
in the presence of

NATIONAL AUSTRALIA BANK LIMITED
by its Attorney

NATIONAL AUSTRALIA BANK LIMITED as mortgagee under mortgage registered no. N417194
hereby consents to the within Deed but without prejudice to and reserving all its
rights powers and remedies under its security.

DATED at Sydney this Twenty fourth day of September, One thousand nine hundred and
ninety.

Signed Sealed and Delivered for and on behalf of
National Australia Bank Limited

BARRY THOMAS SHARPE
by
Its duly constituted Attorney under Power of
Attorney Registered No. 226 Book 3804
in the presence of

NATIONAL AUSTRALIA BANK LIMITED
by its Attorney

State Securities
George St., Sydney

KAYLENE MOZLEY
Bank Officer

SECURITIES SERVICES N.S.W.

Registered: 18.5.1990

For use where space is insufficient in any page
FORM 3

DATE: 7/15/05

DATE: 7/15/05

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Reg:R534686 /Doc:DP 0802290 P /Rev:09-Nov-1992 /Sta:OK OK /Prt:20-May-2014 14:16 /Pgs:ALL /Seq: 2 of 3
 Ref:Thomsons Lawyers /Src:P

3

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

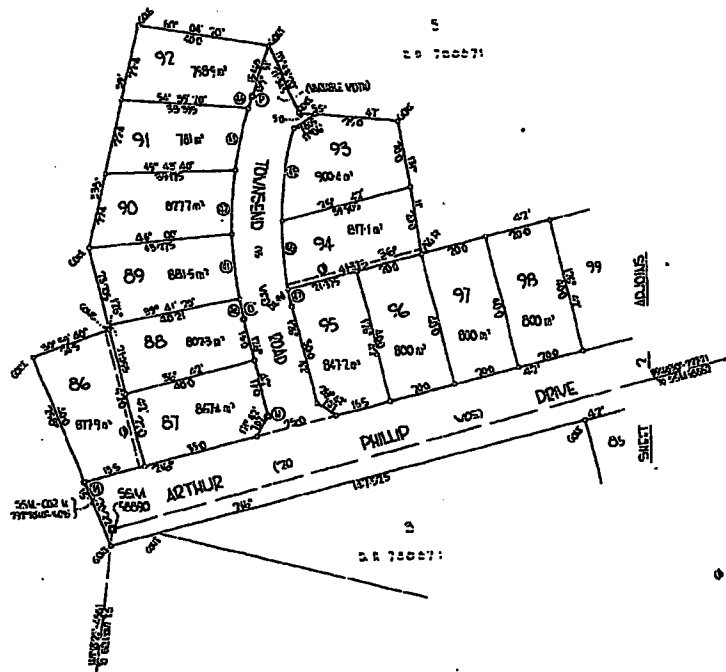
OFFICE USE ONLY

SCHEDULE OF CURVED BOUNDARIES

SP	BEARING & DIST	ARC	DATA
46	120°17'32" 40	50	85
47	154°22'27" 40.75	100	85
48	155°55' 10.95	100	85
49	153°22'27" 40.75	50	85
50	120°17'32" 40	50	85
45	270°00'00" 120.00	70.00	85
46	300°00'00" 120.00	70.00	85
47	300°00'00" 120.00	70.00	85

SCHEDULE OF PIVS

SP	NATURE	ORIGIN	BEARING & DIST
1	PERMANENT	PIVOT	100°00'00" 120.00
2	PERMANENT	PIVOT	100°00'00" 120.00
3	PERMANENT	PIVOT	100°00'00" 120.00
4	PERMANENT	PIVOT	100°00'00" 120.00



DP 802290

Registered: 9/18.5.1990

Scale: 1:1000
 Date: 18.5.1990

R.D. P. 100
 Registered: 18.5.1990

18.5.1990

J. J. 100
 18.5.1990

Plan 1:1000

Plan Drawing only to appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 21st May, 1990



10 20 30 40 50 60 70 80 90 100 110 120 130 140

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 80B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 1 of 2 Sheets

Plan: DP002290

PART 1

Plan of subdivision of Lot 31 in DP 794424 covered by Council Clerk's Certificate No. 3 of 77
Goldria Pty. Limited
Level 3
6-10 O'Connell Street
SYDNEY NSW 2000

1. Identity of easement firstly referred to in the above-mentioned plan Easement to drain water 1.5 wide

Schedule of Lots Affected

<u>Lots Burdened</u>	<u>Lots Benefited</u>
55	30 to 34 inclusive in DP 794424
66	67
85	66, 67
86	85
83	82, 84, 85
81	82 to 83 inclusive
80	81 to 83 inclusive
79	80 to 83 inclusive
78	79 to 83 inclusive
77	78 to 83 inclusive
76	77 to 83 inclusive
75	76 to 83 inclusive
74	75 to 83 inclusive
73	74 to 83 inclusive
72	73 to 83 inclusive
86	Lot 3 in DP 780671
94	Lot 3 in DP 780671

2. Identity of restriction secondly referred to in the above-mentioned plan Restriction on use

Schedule of Lots Affected

<u>Lots Burdened</u>	<u>Lots Benefited</u>
33 to 102 inclusive	Every other lot

3. Identity of easement thirdly referred to in the above-mentioned plan Easement for electricity purposes 2.75 wide

Schedule of Lots Affected

<u>Lots Burdened</u>	<u>Name of Authority benefited</u>
81	The Prospect County Council

PART 2

1. Hope of persons empowered to release, vary or modify easements firstly referred to in the above-mentioned plan
Hawkesbury City Council.

2. Terms of restriction on use secondly referred to in the above-mentioned plan

No fence shall be erected on any lot burdened to divide it from the adjoining lot owned by Goldria Pty. Limited without the consent of Goldria Pty. Limited but such consent shall not be withheld if such fence is to be erected without cost or expense to Goldria Pty. Limited. This restriction shall remain in force only during such time as Goldria Pty. Limited is the registered proprietor of any lot in the within plan or any land immediately adjoining a lot in the within plan.

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 21st May, 1990



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 80B OF THE CONVEYANCING ACT, 1919

Lengths are in metres DP 812290

Sheet 1 of 2 Sheets

1. Terms of easement thirdly referred to in above-mentioned plan

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission masts, wires and cables) together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and every person authorised by The Prospect County Council to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things provided that The Prospect County Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

THE COMMON SEAL of GOLDRIA PTY. LIMITED was hereunto affixed in the presence of:

Director
DIRECTOR



Witnessed at SYDNEY in my presence by JOHN JANTZEN CLERK of the said company and delivered by DARREY ARNOLD YORSEFIELD who is personally known to me and who swears he is REGIONAL SENIOR EXECUTIVE (NEW SOUTH WALES) for the time being of the company and has no interest in the execution of this instrument registered in the Public Office of the Registrar General of New South Wales under the authority of which this instrument is recorded.

Witness
Witness

Philip A. Hume
Name of Witness (Solely, Lettens)
PHILLIP A HUMPHREYS, SYDNEY-CLERK
Occupation of Witness

REGISTERED 9/ 18.5.1990

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 21st May, 1990





795936 X

**APPLICATION TO CANCEL
RECORDING OF EASEMENT**

SECTION 47 (6A) REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

	of	
\$		

D

DESCRIPTION
OF LAND
Note (a)

Dominant Tenement (land benefited)	Servient Tenement (land burdened)
Torrens Title Reference	Torrens Title Reference
FOLIO IDENTIFIER 33/17870	FOLIO IDENTIFIER 6/786671

* Register as drawn

APPLICANT
Note (b)

*
KELMSLEY PASTORAL CO PTY LIMITED A.C.N. 000 701 888

herein referred to as the Applicant, being the registered proprietor of the undermentioned easement, hereby applies to have the recording relating to the said easement cancelled on the folios of the Register shown above.

PARTICULARS
OF EASEMENT TO
BE CANCELLED
Note (c)

Easement created by Instrument No. DP 73835A

Description of easement to be cancelled DP 73835A Easement for electricity

OFFICE USE ONLY

OVER

The full names of persons having registered interests in the land benefited by the easement and the nature of the interest and reference to the instruments by which the interests were created are shown below. (The contents of these persons are set out overleaf.)

Note (d)

Full Name	Nature of interest and reference to instrument by which created
NATIONAL AUSTRALIA BANK LIMITED	MORTGAGE N.417194

EXECUTION
Note (e)

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the applicant who is personally known to me

THE COMMON SEAL OF KELMSLEY
PASTORAL CO PTY LIMITED
A.C.N.

Signature of Witness
was hereunto duly affixed
by authority of the Board of
Directors in the presence of
Name of Witness (BLOCK LETTERS)

Director
Secretary



TO BE COMPLETED
BY LODGING PARTY
Notes (f)
and (g)

LODGED BY		Champion & Partners		LOCATION OF DOCUMENTS	
				Herewith, In R.G.O. with Produced by	
Delivery Box Number		440T WCC, LI			
Checked	Passed	REGISTERED		Cert. of Title	
Signed	Extra Fee	- 19			
		Registrar General			

OFFICE USE ONLY

W.M.
OLP

Now (b)

This dealing should be lodged by hand at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the applicant.

Alterations are not to be made by erasure; the words rejected are to be put through and initialed by the applicant.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witness.

Rule up all blanks.

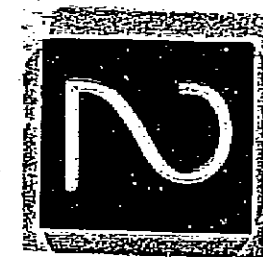
The following instructions relate to the side notes on the form:

- (c) Show the registered number of the easement to be cancelled, and a brief description thereof (e.g., Q423436 Easement for drainage).

- (a) Execution. GENERALLY (b) Should there be insufficient space for the execution of this dealing, use an annexure sheet.
- (c) The instrument of encumbrance under the Real Property Act, 1936, must be signed by the applicant, who (should) execute the dealing in the presence of an adult witness, not being a party to the application, to whom he is personally known. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1936.
- ATTORNEY (iii) If the application is executed by an attorney for the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the nature of his authority, e.g., "I, AB by his attorney (or receiver or delegate, as the case may be) X pursuant to power of attorney registered Book No. and I declare that I have an acce of the execution of the said power of attorney".
- AUTHORITY (iv) If the application is executed pursuant to an authority (other than specified in (iii)), the form of attestation must indicate the statutory, judicial or other authority pursuant to which the application has been executed.
- CORPORATION (v) If the application is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the witness of the seal must state his position (e.g., director, secretary) in the corporation.
- (f) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration.
- (h) The consent is to be completed by the persons having registered interests in the land benefited by the easement (as set out on the front of this form). The person signing the consent should delete "mortgagee/lessee" and "mortgagee/lessee" as appropriate. Should there be insufficient space for the recording of the consents, use an annexure sheet.

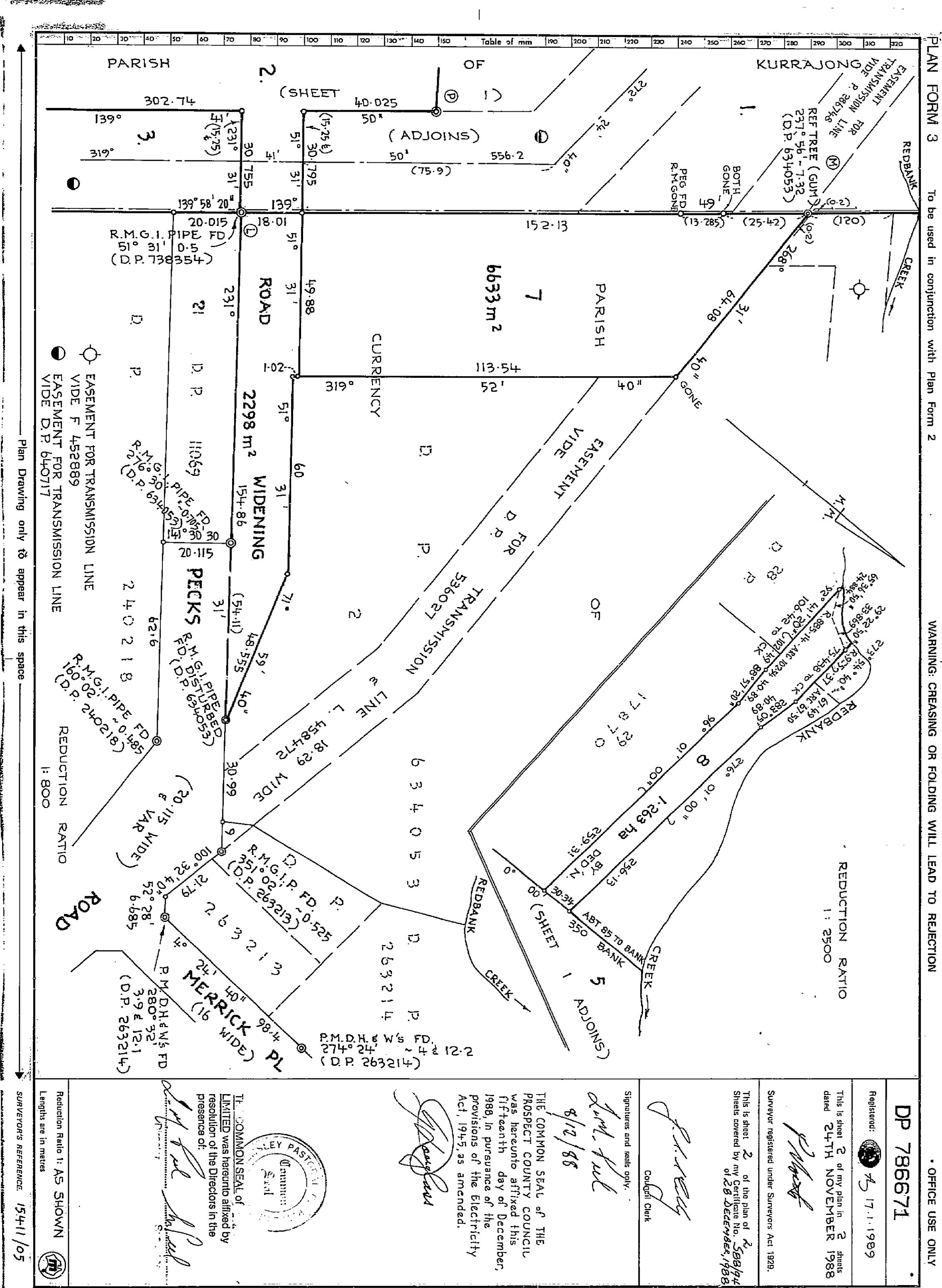
OFFICE USE ONLY

OFFICE USE ONLY				
FIRST SCHEDULE DIRECTIONS				
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME		
SECOND SCHEDULE AND OTHER DIRECTIONS				
(D) FOLIO IDENTIFIER	(E) DIRECTION	(F) NOTATION TYPE	(G) DEALING NUMBER	(H) DETAILS
33/17870	UNDR ON	EA UA	09738354	DP738354 EASEMENT FOR ELECTRICITY 9 WIDE RELEASED AS REGARDS 6/786671.
6/786671	OFF	RY	09738354	
6/786671 -	CT	-	440T	
33/17870 -	CT	-	NOCT	



10	20	30	40	50	60	70	Table of mm	110	120	130	140
----	----	----	----	----	----	----	-------------	-----	-----	-----	-----

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 17th January, 1989



LOCATION DIAGRAM ONLY

NAME OF DEVELOPMENT, IF ANY
BELMONT GROVE ESTATE

ADDRESS FOR SERVICE OF NOTICE
C/O BENCORP P/L
BOX 57
KURRAJONG NSW 2758

DP270329

SHEET 1 OF 6 SHEETS

FOR REFERENCE TO ADDITIONAL
SHEETS SEE SCHEDULE BELOW

REGISTERED: 9.1.2003

THIS SHEET IS BEING CONTINUALLY UP-DATED TO
SHOW THE CURRENT SUBDIVISIONAL PATTERN OF THE
SCHEME. FOR DETAILS OF SUCH UP-DATES AND
ADDITIONAL AND REPLACEMENT SHEETS ADDED SEE
SCHEDULE BELOW

COUNCIL'S APPROVAL No. 02063

DATE: 23 NOVEMBER 2002

COUNCIL CLERK'S SIGNATURE: *[Signature]*

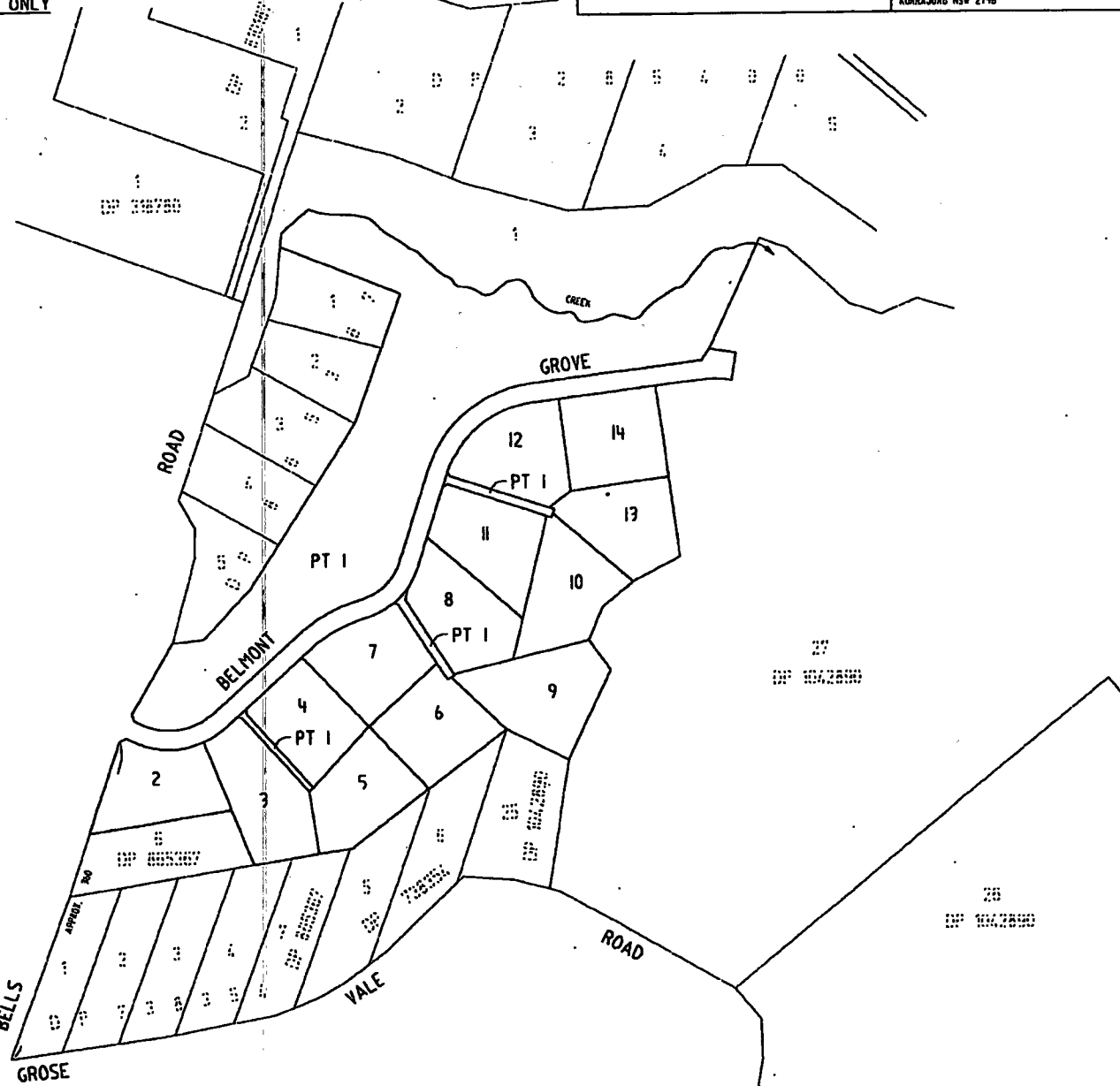
SURVEYOR'S

SIGNATURE: *[Signature]*

DATE: 01 NOVEMBER 2002

SCHEDULE OF CHANGES
TO THE SCHEME

LOT No	DETAILS	SHEET No.
--------	---------	-----------



REDUCTION RATIO: 1:1000

PLANFORM 2

SIGNATURES AND SEALS ONLY



For approval of the Surveyor General, the Surveyor General must be satisfied that the Surveyor General is a duly qualified person in the Province of Ontario.

[Signature]
Surveyor General
Ontario

Witness: *[Signature]*
Surveyor General
Ontario

Crown Land Office Approval
PLAN APPROVED _____
Land District _____
Page _____

Subdivision Certificate
I certify that the provisions of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

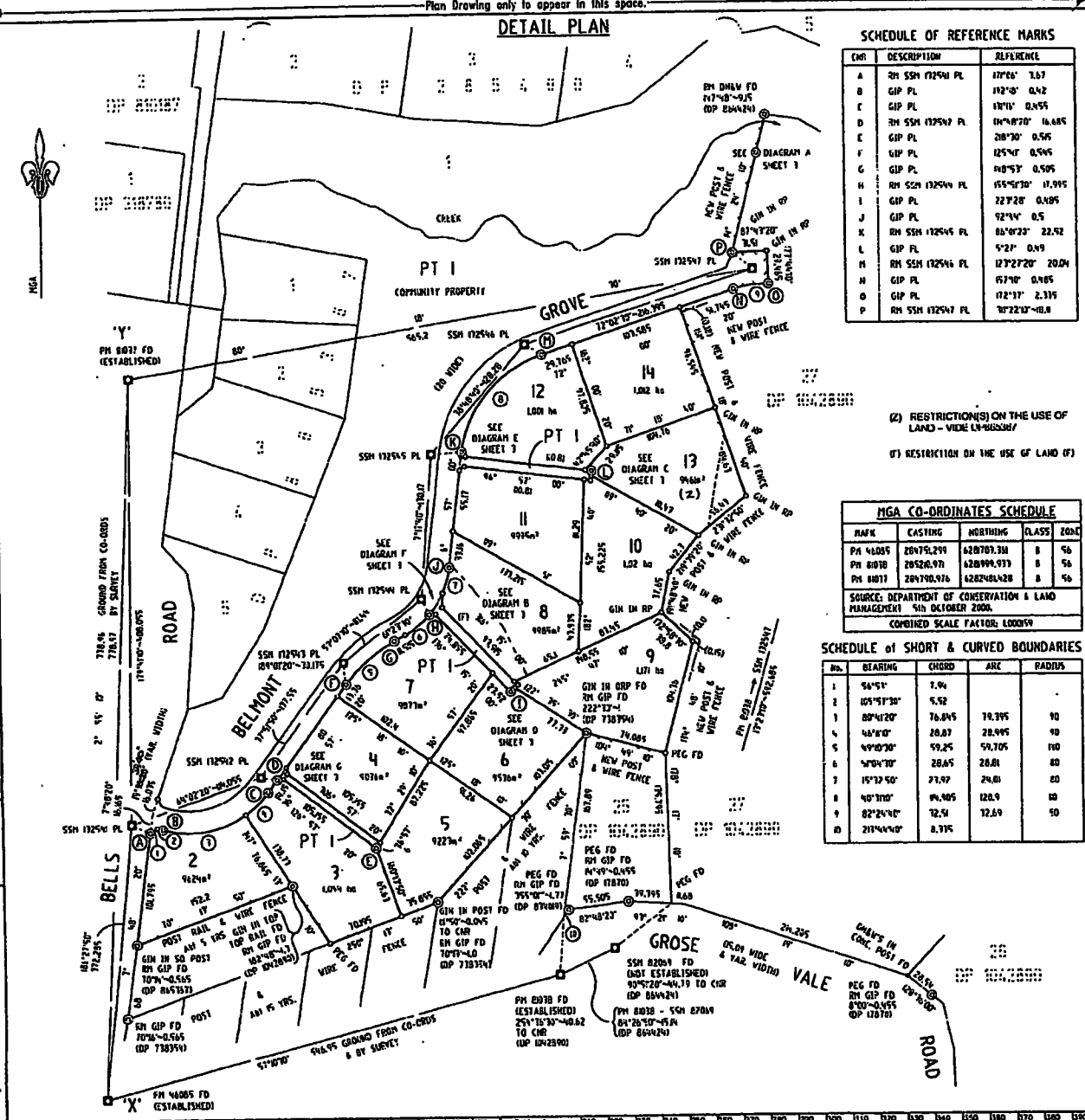
• the proposed subdivision
• the subdivision is for the purpose of subdivision within the meaning of the Environmental Planning and Assessment Act 1979

Consent Authority: *[Signature]*
Date of Consent: 15 November 2002
Subdivision Certificate No: 01063
File No: SA 0142/193

When this plan is to be lodged electronically to the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar General.

• Delete signature in duplicate

DETAIL PLAN



SCHEDULE OF REFERENCE MARKS

CH	DESCRIPTION	REFERENCE
A	RH SSM 172541 PL	172541 7.57
B	GIP PL	172541 0.42
C	GIP PL	172541 0.45
D	RH SSM 172542 PL	172542 14.85
E	GIP PL	172542 0.56
F	GIP PL	172542 0.56
G	GIP PL	172542 0.56
H	RH SSM 172543 PL	172543 17.95
I	GIP PL	172543 0.45
J	GIP PL	172543 0.5
K	RH SSM 172544 PL	172544 22.52
L	GIP PL	172544 0.45
M	RH SSM 172545 PL	172545 20.04
N	GIP PL	172545 0.45
O	GIP PL	172545 2.15
P	RH SSM 172546 PL	172546 18.8

(2) RESTRICTION(S) ON THE USE OF LAND - VIDE L-465361
(7) RESTRICTION ON THE USE OF LAND (7)

MGA CO-ORDINATES SCHEDULE

RANK	CASTING	NORTHING	EASTING	CLASS	CODE
PH 4435	20475.259	428703.31	8	56	
PH 4436	20526.971	428994.93	8	56	
PH 4437	20470.976	428248.28	8	56	

SOURCE: DEPARTMENT OF CONSERVATION & LAND MANAGEMENT 5th OCTOBER 2000.

COMBINED SCALE FACTOR: 1.00059

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	54°51'	1.04		
2	105°51'30"	5.52		
3	80°41'20"	76.845	76.845	10
4	44°41'0"	28.87	28.845	10
5	40°40'30"	58.25	58.105	110
6	54°40'30"	28.845	28.81	10
7	15°12'50"	21.47	24.81	20
8	40°31'0"	84.405	120.4	10
9	82°24'40"	12.51	12.69	50
10	213°44'40"	8.715		

DP270329

Registered: 9 1.2003
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: U6482-8
Last Plan: DP1042890

PLAN OF SUBDIVISION OF LOT 24 DP 1042890

Lengths are in metres. Reduction Ratio 1:2500

L.O.A. HAWKESBURY
Suburb/Locality: GROSE VALE
Parish: KURRAJONG
County: COOK

This is sheet 2 of my plan in 6 sheets (Delete if inapplicable)

Surveyor (Contract) Registration No: 1
ANDREW J. COVATOS
HICKSLEY HORGAN PO BOX 217 WINDSOR 2170
a survey registered under the Surveyors Act 1881.
The survey was made in accordance with the Surveyors (Practice) Regulations 2001 and was completed on 15th NOVEMBER 2002.
The survey relates to LOTS 1-4 INCLUSIVE.

I hereby declare that the survey was made in accordance with the Surveyors (Practice) Regulations 2001 and was completed on 15th NOVEMBER 2002.

Signature: *[Signature]*
Date: 15th NOVEMBER 2002

Plans used in preparation of survey/compilation:
DP 1070 DP 05424
DP 25400 DP 05476
DP 21874 DP 1042890
DP 05401

PLANS FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive easements.

PURSUANT TO SECTION 80(1) OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:

- EASEMENT FOR SERVICES 6 WIDE & VAR. WIDTH
- EASEMENT FOR SERVICES 9 WIDE & VAR. WIDTH
- RESTRICTION ON THE USE OF LAND
- EASEMENT TO DRAIN WATER 4 WIDE
- EASEMENT FOR PUMP-OUT SUBSTATION 2.75 WIDE
- EASEMENT FOR MAINTENANCE OF DAM
- RESTRICTION ON THE USE OF LAND (7)

RELEASE:

- EASEMENT FOR SERVICES 4 WIDE (6) (VIDE DP 20400)
- EASEMENT FOR SERVICES 4 & 9 WIDE (VIDE DP 20400)
- EASEMENT FOR SUPPORT (VIDE DP 05424)

IT IS INTENDED TO DEDICATE BELMONT GROVE & SPAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.

PLAN FORM 3

to be used in conjunction with Plan Form 2

SCHEDULE REFERENCE MARKS

CHR	DESCRIPTION	REFERENCE
D	RM 55M 132542 PL	84°48'20" 16.485
H	RM 55M 132544 PL	155°51'30" 17.595
I	GIP PL	22°2'28" 0.585
J	GIP PL	92°44' 0.5
K	RM 55M 132545 PL	86°08'20" 22.52
L	GIP PL	5°22' 0.41

DP270329

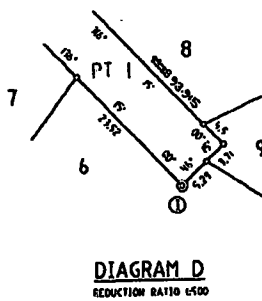
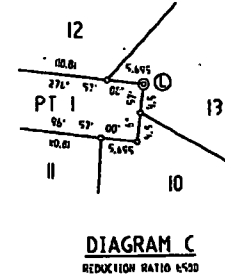
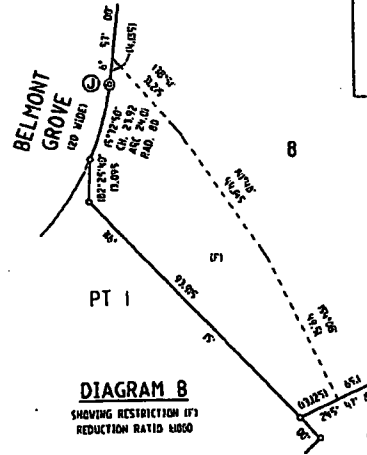
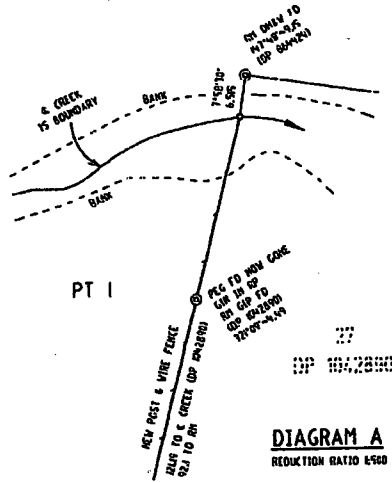
Registered 9.1.2003

This is sheet 1 of my plan in 6 sheets dated 01 NOVEMBER 2002

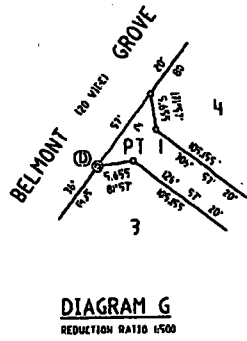
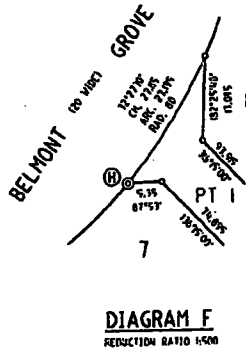
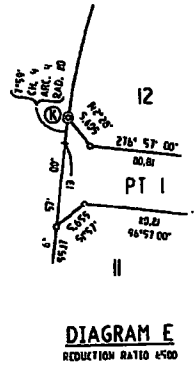
John Edwards
Surveyor registered under Surveyors Act 1979

This is sheet 3 of the plan of 10 sheets covered by Subdivision Certificate No 02063 of 25 NOVEMBER 2002.

J. A. Kelly
Authorised Person/General Manager/Registered-Geologist
For use where space is insufficient for any panel on Plan Form 2.



BELMONT GROVE



Plan Drawing only to appear in this space

Reduction Ratio 1:2500

SURVEYORS REFERENCE 07883/4/EP.2 (CHECKLIST 13-A-2002)

Ref: 8524695 / Doc: DP 0270329 P / Rev: 13-Jan-2003 / Sta: SC OK / Pct: 20-May-2014 14:16 / Pgs: ALL / Seq: 3 of 6
Ref: Thomas Lawyers / Sec: P

DP270329

Registered 9.1.2003

This is sheet 4 of my plan in 6 sheets
dated 8th NOVEMBER 2002

Surveyor registered under Surveyors Act 1929

This is sheet 4 of the plan in 6 sheets
dated 8th NOVEMBER 2002
of 25 NOVEMBER 2002J. J. Kelly
Authorised Person/General Manager/Qualified ContractorFor use where space is insufficient in any panel on
Plan Form 2.COMMUNITY PROPERTY PLAN
(COMMUNITY PROPERTY LOT ONLY)DIAGRAM P
REDUCTION RATIO 1:500DIAGRAM Q
REDUCTION RATIO 1:500

SCHEDULE OF REFERENCE MARKS

CH	DESCRIPTION	REFERENCE
A	RH SSM 132946 PL	07°00' 2.67
B	GIP PL	02°10' 0.92
C	GIP PL	07°16' 0.955
D	RH SSM 132942 PL	14°40'20" 16.805
E	GIP PL	28°10' 0.95
F	GIP PL	02°54' 0.945
G	SSM 132941 PL	09°02'20" 20.725
H	RH SSM 132944 PL	10°53' 0.905
I	GIP PL	65°53'30" 17.495
J	GIP PL	22°23' 0.905
K	RH SSM 132945 PL	92°44' 0.5
L	GIP PL	86°02'20" 22.52
M	RH SSM 132946 PL	5°21' 0.94
N	RH SSM 132946 PL	127°27'20" 20.04
O	GIP PL	65°10' 0.905
P	RH SSM 132947 PL	172°31' 2.315
P	RH SSM 132947 PL	20°22'10" 18.0

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	71°27'30"	10.155	103.39	90
2	49°10'30"	50.25	51.705	40
3	10°10'30"	19.505	120.9	30
4	82°24'40"	32.51	24.49	90
5	219°28'30"	119.205	147.61	130
6	223°40'30"	67.705	68.215	50
7	29°27'30"	14.3	64.3	70

SCHEDULE of CREEK TRAVERSE

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
1A	02°47'20"	15.05	1E	92°57'00"	71.27
1B	00°06'40"	69.55	1F	71°22'10"	79.64
1C	00°51'00"	77.255	1G	51°35'30"	55.895
1D	68°09'50"	50.15	1H	56°28'40"	51.99

TO CREEK	TO BANK
7.724 ha	7.724 ha
0.876 ha	0.876 ha
0.003 ha	0.003 ha
10.603 ha	10.603 ha

TOTAL AREA
LOT 1 8.429 ha

- (A) EASEMENT FOR SERVICES 6 WIDE & VAR. WIDTH
(B) EASEMENT FOR SERVICES 9 WIDE & VAR. WIDTH
(C) EASEMENT TO DRAIN WATER 4 WIDE (WIDE OF 730.95)
(D) EASEMENT TO DRAIN WATER 4 WIDE
(E) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(F) EASEMENT FOR MAINTENANCE OF DAM

VALE ROAD
05.09 WIDE & VAR. WIDTH

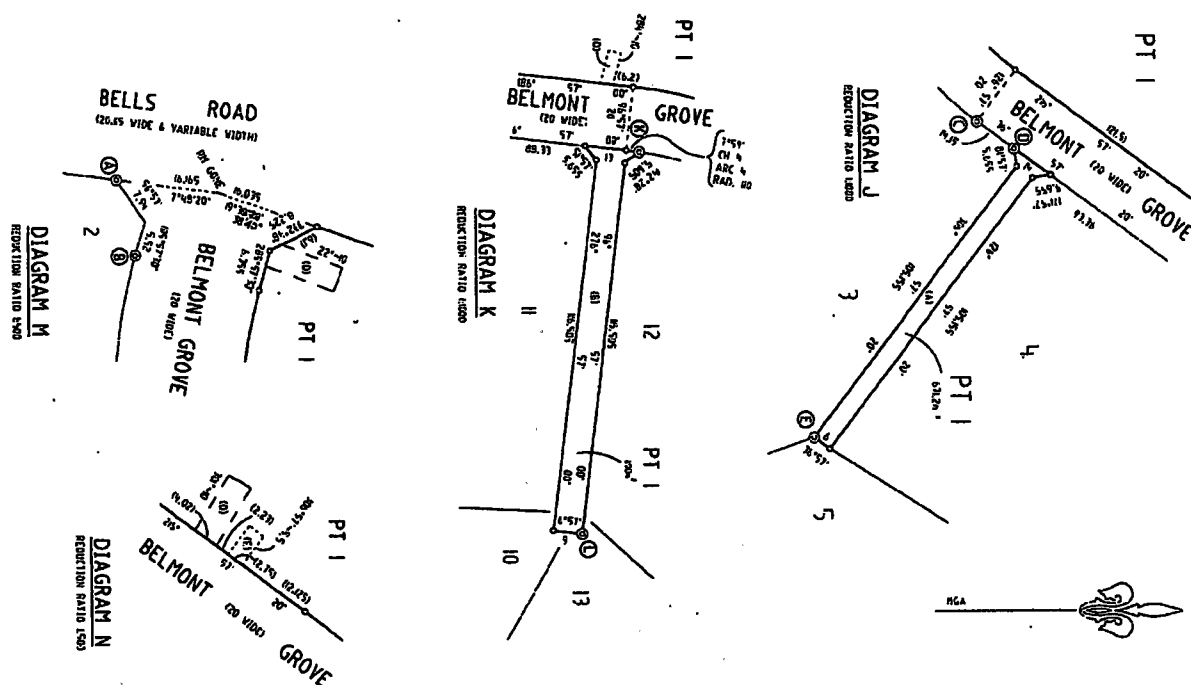
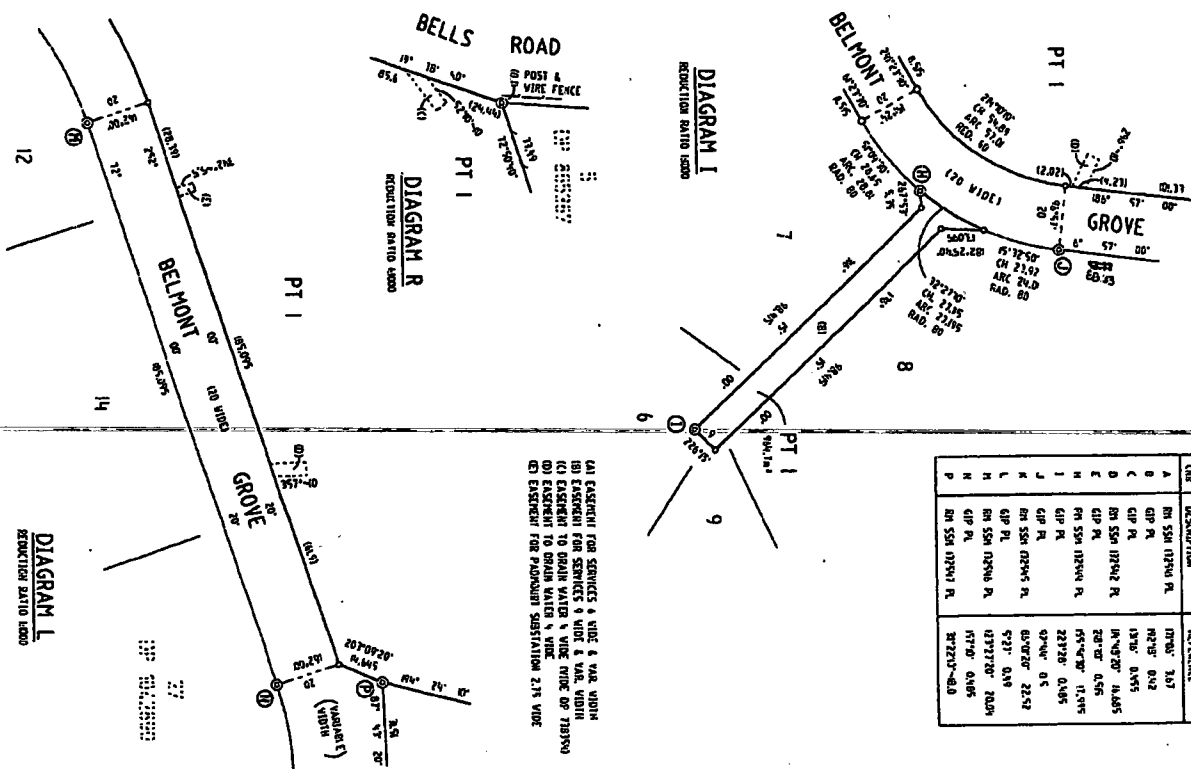
Plan Drawing only to appear in this space

Reduction Ratio 1:2500

SURVEYOR'S REFERENCE: 07011/4-DP-2 (CHECKLIST 17-4-2002)

Reg: R34695 / Doc: DP 0270329 P / Rev: 13-Jan-2003 / Ste: SC OK / Pct: 20-May-2014 14:16 / Pgs: ALL / Bag: 4 of 6
Ref: Thompsons Landuse Surveyors
110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

SCHEDULE		REFERENCE MARKS	
QUR	DESCRIPTION	REFERENCE	
A	BS 534 12304 R	70% 3.67	
B	CP R	62% 0.42	
C	CP R	13% 0.95	
D	BS 534 12304 R	14% 0.65	
E	CP R	20% 0.95	
F	BS 534 12304 R	55% 3.77	15.95
G	CP R	22% 0.46	
H	CP R	47% 0.5	
I	BS 534 12304 R	63% 0.77	22.42
J	CP R	9% 0.49	
K	BS 534 12304 R	17% 0.70	20.04
L	CP R	17% 0.49	
M	BS 534 12304 R	51% 0.46	
N	CP R	51% 0.46	
P	BS 534 12304 R	37% 0.40	



Registered
© 9.1.2003

This is about 5 of my plan in 6 effects dated 01N NOVTEK 2002

Sumner registered under Sumner Act 1925

steel covered by Erection Certificate No. D 200,2
of 25 November 2002.

For any other space is insufficient to, only point on
Form 2.

Reduction Ratio: 1:

Plan Drawing only to appear in this space

➤ SURVEYOR'S REDIRECT: 8/857/4:OP:2 (HECFLIST 13-6-2002

Reg:R534695 /Doc:DP 0270329 P /Rev:13-Jan-2003 /Sta:SC OK /Pct:20-May-2014 14:16 /Pgs:ALL /Seq:6 of 6
 Ref:Thomson Lawcare /Proj:100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200

SCHEDULE OF INITIAL UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	14	
3	14	
4	14	
5	14	
6	14	
7	15	
8	16	
9	15	
10	16	
11	16	
12	17	
13	18	
14	17	
TOTAL	200	

DP270329

Registered

8.1.1.2003

This is sheet 6 of my plan is 6 sheets
 dated 28th NOVEMBER 2002

John Edwards
 Surveyor registered under Surveyors Act 1929

This is sheet 6 of the plan of 6
 sheets covered by Subdivision Certificate No. C270329
 of 25 NOVEMBER 2002

J. A. Cassidy
 Authorised Person/General Manager/Registered Officer

For use where space is insufficient in any panel on
 Plan Form 2.

THIS SHEET SHOWS AN INITIAL SCHEDULE OF
 UNIT ENTITLEMENT FOR THE COMMUNITY
 SCHEME WHICH IS LIABLE TO BE ALTERED AS
 THE SCHEME IS DEVELOPED OR ON COMPLETION
 OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED ON A
 REPLACEMENT SHEET OF THIS PLAN WHICH WILL
 BE NUMBERED 4A, 4B ETC. AS THE
 CIRCUMSTANCES REQUIRE.

I GLENN HARRISON (API VALUER No. 2494)
 BEING A VALUER REGISTERED UNDER
 THE VALUERS REGISTRATION ACT 1975
 CERTIFY THAT THE UNIT ENTITLEMENTS
 SHOWN ON THIS SHEET ARE BASED
 UPON VALUATIONS MADE BY ME ON

Glenn Harrison
 DATE 28/11/2002

Reduction Ratio 1:

SURVEYOR'S REFERENCE: 078374/DP/2 (MHC/L15) (1-4-2002)

Plan Drawing only to appear in this space

Instrument setting out terms of Easements and Restrictions on the Use of Land intended to be created or released pursuant to Section 88B Conveyancing Act 1919

(Sheet 1 of 5 sheets)

Plan of Subdivision of Lot 24 D.P. 1042890
covered by Subdivision Certificate
No. 02063 Dated: 25 November 2002

DP270329

**Full name and address of
of the owner of the land:**

Bencorp Property Developments Pty Ltd
(ACN 077 746 779)
17 Vincent Road
KURRAJONG NSW 2758

**Full name and address of
the mortgagee of the land:**

Westpac Banking Corporation
Level 1, Borec House
Cnr Station and Henry Streets
PENRITH 2750

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, restriction to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for services 6 wide and variable width	1	3, 4 and 5
2	Easement for services 9 wide and variable width	1	6, 8, 9, 10, 11 12 and 13
3	Restriction on the use of land	Each Lot (excluding lot 1)	Every other Lot (excluding lot 1)
4	Easement to drain water 4 wide	1	Hawkesbury City Council
5	Easement for Padmount Substation 2.75 wide	1	Integral Energy Australia
6	Easement for maintenance of dam	1	Lot 27 DP 1042890
7	Restriction on the use of land (F)	8	Hawkesbury City Council

(Sheet 2 of 5 sheets)

DP270329

Plan of Subdivision of Lot 24 D.P. 1042890
 covered by Subdivision Certificate
 No. 02063 Dated: 25 November 2002

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement to be released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement for services 4 wide (c)(vide DP285400)	Lots 1 and 5 DP285400	Lot 24 DP1042890
2	Easement for services 4 & 9 wide (vide DP285400)	Lots 1, 3 and 4 DP285400	Lot 24 DP1042890
3	Easement for support (vide DP864424)	Lot 1 DP285400	Lot 24DP1042890

Part 2 (Terms)

Terms of restriction numbered 3 in the plan

- (a) No main residential building shall be erected on any lot burdened unless the said main residential building shall have a floor area of at least 180 square metres excluding the area of any garage or carport and shall be sited no closer than 10 metres to any boundary or such other distance as may be approved in writing by Bencorp Property Developments Pty Limited its successors or assigns.
- (b) No external walls of any such main residential building shall be of material other than stone brick wood/timber, weatherboard or any two or more of such materials or any such other materials as may be approved in writing by Bencorp Pty Limited its successors or assigns.
- (c) No lot burdened shall have constructed thereon one or more detached garage/s and/or outbuildings where the combined total floor area exceeds 150 square metres and any and all of which shall be sited no closer than 10 metres to any boundary or such other distance as may be approved in writing by Bencorp Property Developments Pty Limited its successors or assigns.

(Sheet 3 of 5 sheets)

DP270329

Plan of Subdivision of Lot 24 D.P. 1042890
covered by Subdivision Certificate
No. 02063 Dated: 25 November 2002

- (d) No detached garage or outbuilding shall be erected on any lot hereby burdened having external walls other than stone brick wood timber or the combination of any two or more of such materials or such other materials as may be approved in writing by Bencorp Pty Limited its successors and assigns.
- (e) No roof of any main residential building detached garage outbuilding shall be of materials other than slate, tiles, shingles, non reflective corrugated steel coated with an environmentally sensitive colour or the combination of any two such materials or such other materials as may be approved in writing by Bencorp Pty Limited its successors and assigns.
- (f) No main residential building erected upon any lot hereby burdened shall at any time hereafter be used for any purpose other than as a private dwelling house.
- (g) No concrete water storage tank shall be constructed to exceed 1 metre in height above natural ground level.
- (h) No heavy vehicles of 3 tonnes or over, semi-trailer, articulated trailer or vehicle, camper or boat, unregistered vehicle, vehicle wreck, disassembled vehicle, vehicle or body parts or spare parts shall be kept placed or maintained or be permitted to be parked or situated on any lot hereby burdened unless otherwise housed within an outbuilding.
- (i) No electricity, telephone, gas or other service to any lot or within any lot shall be made other than via underground.

Terms of easement numbered 5 in the plan

1. Full and free right and licence for the Authority Benefited to erect a padmounted substation on the lot burdened for the purpose of transmission of electricity and incidental purposes together with the following rights:
 - a) to enter pass and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen materials or machinery, and
 - b) to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the padmounted substation, and
 - c) to remove any encroachments from the easement site, and
 - d) to excavate the easement site for the purpose of this easement.
2. In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimise disturbance to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.

(Sheet 4 of 5 sheets)

Plan of Subdivision of Lot 24 D.P. 1042890
covered by Subdivision Certificate
No. 02063 Dated: 25 November 2002

DP270329

3. The Owner of the lot burdened covenants with the Authority Benefited that the Owner:
- will not erect or permit to be erected any structure on or over the easement site, and
 - will not alter the surface of the easement site or carry out any form of construction affecting its surface, undersurface or subsoil, and
 - will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted

without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

4. "Authority Benefited" means Integral Energy Australia (and its successors) and its employees, agents, contractors and persons authorised by it.

"Owner" means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

"Padmounted substation" means a padmounted electricity substation together with any underground or overhead electricity cables and any ancillary electrical equipment.

"Erect" includes construct, repair, replace, maintain, modify, use and remove.

"Easement site" means that part of the lot burdened subject to the easement.

The terms implied by s.88A (2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

Terms of easement numbered 6 in the plan

- As and when required and at least once a year, Kemsley Pastoral Company Pty Limited its successors and assigns and together with its agents employees servants and equipment has full right liberty and licence to enter upon the lot hereby burdened for the purpose of removing vegetative matter from the dam and maintain and keep clean the overflow channel area PROVIDED Kemsley Pastoral Company Pty Ltd its successors and assigns will notify the Community Association 7 days prior to entering Lot 1.
- In exercising its rights under this easement will the said Kemsley Pastoral Company Pty Limited will take reasonable precautions to minimise disturbance to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.
- The overflow channel is to be grassed only and maintained in its present position free from shrubs and trees.

(Sheet 5 of 5 sheets)

Plan of Subdivision of Lot 24 D.P. 1042890
covered by Subdivision Certificate
No. 02063 Dated: 25 November 2002

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Terms of restriction numbered 7 in the plan

No building or dwelling is to be erected on that part of the lot shown burdened on the abovementioned plan without geotechnical investigation and footings designed by a practising structural engineer.

Name of person empowered to release vary or modify
Easements to be released numbered 1, 2 and 3 in the
Plan

BENCORP PROPERTY
DEVELOPMENTS PTY
LIMITED (077 746 779)

The Common Seal of BENCORP PROPERTY
DEVELOPMENTS PTY LIMITED ACN 077 746 779
was hereunto affixed by authority of the
Directors in the presence of:



Signature of authorised person
Name of authorised person: Pamela Denise Bennett

Office held: Secretary

Signature of authorised person
Name of authorised person: Matthew John
Bennett
Office held: Director

I certify that the Attorney for the
Mortgagee, with whom I am personally
acquainted or as to whose identity I am
otherwise satisfied, signed this

Instrument 788 in
my presence.

Signature of Witness

Susan Gai King
Name of Witness
Level 1 Bore House
Cnr Henry & Station Sts Perth
Address of witness.

Westpac Banking Corporation
ABN 33 007 457 141 hereby consents
to the within

* Lien Plan * Lease
* Instrument * Deed

Signature

NE BLACKWELL
Name of Attorney
TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332
*Delete whichever not applicable

REGISTERED



8 9.1.2003

Page 1 of 11

DP270329

COMMUNITY LAND DEVELOPMENT ACT, 1989
("Development Act")

COMMUNITY LAND MANAGEMENT ACT, 1989
("Management Act")

COMMUNITY MANAGEMENT STATEMENT

COMMUNITY ASSOCIATION DP NO.

Belmont Grove Estate, Grose Vale

WARNING

The terms of this Management Statement are binding upon the Community Association and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community Lot within the Community Scheme

PART 1

These By-laws relate to the control and preservation of the essence or theme of the Community Scheme and, as such, may only be amended or revoked by a unanimous resolution of the Community Association in accordance with Section 17(2) Management Act.

BY-LAWS FIXING DETAILS OF DEVELOPMENT

By-law 1 COMMUNITY PROPERTY

- 1.1 The proprietor or occupier of a Lot must not:
- (a) without the prior consent of the Community Association, interfere with or obstruct the use of Community Property including Private Access Ways; or
 - (b) do or permit anything which might damage Community Property including Private Access Ways.
- 1.2 The proprietor or occupier of a Lot must promptly notify the Community Association of any damage to or defect in Community Property.

**TERMS OF INSTRUMENT NOT
CHECKED IN L.P.I.**

REGISTERED



9.1.2003

DP270329

- 1.3 The primary reasons for fixing and controlling development in the estate are to encourage environmental excellence, create and maintain high aesthetic visual and environmental standards that make the estate a desirable and attractive place in which to live.

By-law 2 NO INAPPROPRIATE USE OF COMMUNITY PROPERTY

The proprietor or occupier of a Lot must not use anything on the Community Property for any purpose other than for which it was intended.

By-law 3 MAINTENANCE OF BUILDING AND LANDSCAPING GUIDELINES FOR THE SCHEME

- 3.1 The proprietor or occupier of a Lot must keep the Lot, including without limitation, the exterior of all and any building on the Lot, clean and in good repair and condition.
- 3.2 No Lot will be permitted to become or be or remain untidy or unclean or to contain any noxious weeds or plants or have thereon any building or fence which is in a state of disrepair nor shall any vicious animal be brought upon or allowed to remain upon any such Lot.
- 3.3 The Community Association may enter into and maintain a contract containing such terms and conditions as are reasonably satisfactory to the Community Association with reputable and appropriately qualified persons or companies for the provision of landscaping services to the Community Property including Private Access Ways.
- 3.4 The Community Association must maintain and preserve in sound condition and repair and on its present position the existing slab timber fence along Bells Road and the slab timber panels with feature Estate identity at the entrance to Belmont Grove in order to preserve the intended natural landscape of the entrance to the Estate.
- 3.5 The decision of the Community Association made in accordance with this By-law shall be binding on the proprietor of a Lot or occupier.

PART 2

These By-laws may not be amended during the Initial Period, except by order of the Supreme Court of New South Wales or the Board, and may only be amended after the expiry of the Initial Period by Special Resolution and with the consent of each person entitled by the By-law to use the restricted Community Property in accordance with Section 54 Management Act.

RESTRICTED COMMUNITY PROPERTY

There is no Restricted Community Property within Section 54 Management Act and there are no Restricted Property By-laws.

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PART 3

These By-laws may be amended by a special resolution of the Community Association.

MANDATORY MATTERS

By-law 4 COMMUNITY PROPERTY

- 4.1 Those parts of the Community Property designated as "Private Access Way" on page 10 are Private Access Ways.
- 4.2 The Community Association is responsible for the control, management and maintenance of the Community Property including Private Access Ways in accordance with the Management Act.
- 4.3 The Community Association is entitled to make Rules relating to the use of the Community Property but such Rules are subject to the By-Laws and must not impede any express rights in relation to the use of the Community Property.
- 4.4 No part of the Community Property is designated as Open Access Ways.
- 4.5 Excepting as otherwise provided herein a person shall not drive, park or stand any vehicle on the Community Property or park or stand any vehicle on a Private Access Way for any period longer than 24 consecutive hours.

By-law 5 PERMITTED USES OF THE COMMUNITY PROPERTY

- 5.1 That part of the Community Property as does not comprise Private Access Way is to be left in its natural state for the enjoyment of all owners, occupiers, lessees or mortgagees in possession.
- 5.2 Any easements for services over the Community Property are for the benefit of the proprietors of the Lots and it shall be the responsibility of the Lot owners to maintain, repair, refurbish and augment such services as and when required.
- 5.3 Any easements for services over the Private Access Ways are for the benefit of the proprietors of the Lots and it shall be the responsibility of the Community Association to maintain, repair, refurbish and augment such services as and when required.
- 5.4 The Community Property may be used by:-
 - (a) the proprietors and occupiers of the Lots;
 - (b) the Community Association;
 - (c) Service providers.

Statutory Services

- 5.5 This Management Statement includes a Prescribed Diagram (page 11) showing the location of the following services:
 - (a) electricity, and
 - (b) telephone.

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- 5.6 On installation of the service line a statutory easement will be created over, inter alia, part of the Community Property for provision of services through the service line.
- 5.7 The Service Provider will operate, maintain and repair the service line except as other wise provide in Part 5 hereto.

By-law 6 MANAGING, OPERATING AND MAINTAINING COMMUNITY PROPERTY

The Community Association may contract with persons to provide for the management, maintenance control and administration of the Community Property including Private Access Ways.

By-law 7 INTERNAL FENCING

- 7.1 The Dividing Fences Act 1991 applies to the construction of any fence erected between a Lot and any other Lot.
- 7.2 All boundary fences of any Lot shall be constructed and maintained as a rural type fence.

By-law 8 GARBAGE

- 8.1 The proprietor of a Lot is responsible to ensure that all garbage is made available for collection by the Hawkesbury City Council in accordance with Hawkesbury City Council's ordinances relating to the disposal of garbage.
- 8.2 to ensure that the bin or receptacle relating to the Lot is promptly removed from the collection area or collection point as soon as practicable after the date of the Council's collection.
- 8.3 Subject to its obligation to properly maintain Community Property, the Community Association has no obligation to collect and remove garbage

By-law 9 INSURANCES

- 9.1 The Community Association shall effect all insurances which it required to effect from time to time under each of the Development Act and the Management Act or any other act in such a manner and with such insurer as is provided therein or in the regulations made pursuant thereto or in the event there is no such provision in the manner determined by the Community Association from time to time.
- 9.2 The Community Association may effect such insurances other than the insurances referred to in By-law 9.1 hereof which it considers necessary in the interests of the proprietor or occupier of a Lot.
- 9.3 The Community Association must on an annual basis review all insurances effected by it and consider the need for new or additional insurances.
- 9.4 Notice of an Annual General Meeting must include a form of motion to decide whether insurances effected by the Community Association should be confirmed, varied or extended; and
- 9.5 The Community Association must immediately effect new insurances vary or extend existing insurances if there is an increase in the risk or a new risk to Community Property.
- 9.6 A proprietor or occupier of a Lot must not, except with the prior written consent of the Community Association, do anything which might invalidate or void, suspend or increase the premium for any insurance policy effected by the Community Association.

By-law 10 EXECUTIVE COMMITTEE MEETINGS

DP270329

- 10.1 In addition to the provisions of the Management Act in relation to the Executive Committee, the following By-Laws apply:
- 10.2 the office bearers of the Executive Committee are the Officers required by the Management Act.
- 10.3 The Functions of office bearers of the Executive Committee are:
 - (a) those set out in the Community Title legislation;
 - (b) the usual functions performed by the relevant office bearer in an organization.
- 10.4 The Management Act applies in relation to meetings of the Executive Committee.
- 10.5 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.
- 10.6 A proprietor of a Lot or, where the proprietor of a Lot is a corporation, the nominee of the corporation, may attend a meeting of the Executive Committee but that person may not address the meeting unless authorised by the Executive Committee.
- 10.7 A proprietor of a Lot or, where the proprietor is a corporation, the company nominee of the corporation, may attend a meeting but may not address the meeting unless authorised by the resolution of the Executive Committee.
- 10.8 Members of the Executive Committee are not entitled to any remuneration for the performance of their functions but are entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of their functions.
- 10.9 No member of the Executive Committee will be liable for any loss or damage occurring by reason of an act done in his capacity as a member of the Executive Committee except fraud or negligence on the part of that member.

PART 4

These by-laws may be amended by a special resolution of the Community association.

OPTIONAL MATTERS

By-law 11 BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

A proprietor of a Lot must not:

- (a) create any noise or behave in a manner likely to interfere with the peaceful use and enjoyment of a proprietor or occupier of another Lot or of any person lawfully using Community Property including Private Access Ways.
- (b) allow an invitee to create any noise or behaviour in a manner which interferes or may interfere with the peaceful use and enjoyment of the Community Property including Private Access Ways by any proprietor or occupier;

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- (c) obstruct the lawful use of the Community Property by any person.

By-law 12 COMPLIANCE WITH THE MANAGEMENT STATEMENT

A proprietor or occupier of a Lot must take all reasonable steps to ensure that Invitees of the proprietor or occupier comply with the provisions of the Management Statement. If an Invitee does not comply with the provisions of the Management Statement, the proprietor or occupier must take all reasonable steps to ensure that the Invitee immediately leaves the Community Property.

By-law 13 COMPLIANCE WITH LAWS

A proprietor or occupier of a Lot must, at the proprietor's or occupier's own expense, promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices or orders of any governmental agency.

By-law 14 KEEPING OF ANIMALS

A proprietor or an occupier of a Lot who keeps an animal on a Lot or is permitted to bring or keep an animal on the Community Property including Private Access Ways must ensure that the animal is at all times kept under the control and within the confines of the Lot or the Community Property.

By-law 15 COMMUNITY ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS

The Community Association may contract with persons to:-

- (a) provide management, operational, maintenance and other services and amenities in connection with the Community Property including Private Access Ways; and
- (b) provide services or amenities to the proprietors of the Lots; and
- (c) provide other services or amenities to the Community Property and Private Access Ways or the proprietors and occupiers of the Lots.

By-law 16 COMMUNITY ASSOCIATION'S RIGHT TO RECOVER MONEY

The Community Association may recover any money owing to it under these By-laws as a debt.

By-law 17 REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

A proprietor or occupier of a Lot must pay or reimburse the Community Association on demand for any expenses of the Community Association in connection with the contemplated or actual enforcement or preservation of any rights under these By-laws in relation to the proprietor or occupier.

By-law 18 THINGS DONE AT PROPRIETOR'S OR OCCUPIER'S COST

Anything which a proprietor or occupier of a Lot is required to do under the By-laws must be done at the cost of the proprietor or occupier.

By-law 19 COMMUNITY ASSOCIATION NOT LIABLE FOR DAMAGE

The Community Association is not liable for any damage to or loss of property or injury to any person in or around the Community Property due to any cause other than the negligence or fraud of the Community Association or any employee or agent of the Community Association.

DP270329

By-law 20 INTEREST ON OVERDUE MONEYS

- 20.1 A proprietor or occupier of a Lot must pay the Community Association interest on any amount, other than a contribution levied by the Community Association under the provisions of the Management Act, that is due for payment and remains unpaid from and including the date it is due for payment.
- 20.2 During the period that an amount under By-law 16 remains unpaid, on demand or at times notified by the Community Association, interest will be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Community Association's bankers (as nominated by the Community Association) on overdraft accommodation in excess of \$100,000.00.
- 20.3 Interest which is not paid when due for payment may be capitalized by the Community Association at money intervals and interest is payable on capitalized interest at the rate and in the manner referred to in the previous sub-clause of this By-law.
- 20.4 Nothing in this By-law prevents the Community Association from recovering any amount exceeding the interest calculated under this By-law as a consequence of not being paid when due.

By-law 21 RULES

- 21.1 The Community Association may make rules relating to the control, management, operation, use and enjoyment of the Community Property and Private Access Ways including, without limitation:
 - (a) the control, management, operation and use of the Community Property including Private Access Ways; and
 - (b) the storage, disposal and collection of garbage.
- 21.2 The Community Association may, at any time, add to or change the rules. An addition or change to a rule may not be inconsistent with the Management Act, the Development Act or these By-laws.
- 21.3 Rules bind a proprietor, occupier, mortgagee in possession and lessee of a Lot.

By-law 21 COMPLIANCE WITH THE REQUIREMENTS OF THE AUTHORITIES

A proprietor or occupier of a Lot must comply with all requirements and orders of authorities and all laws in connection with the Lot and the use and occupation of that Lot.

PART 5

These by-laws may be amended or revoked with the consent of the particular authority and a special resolution of the Community Association.

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

DP270329

- 22.1 No dwelling or habitable structure may be constructed or permitted to be erected on the Community Property (Hawkesbury City Council being the consent Authority).
- 22.2 Access to Lots 3, 4, 5, 6, 9, 10, 11, 12 and 13 shall only be via the Private Access Way comprised within the Community Property (Hawkesbury City Council being the consent Authority).
- 22.3 The electricity supply to serve each Lot, the maintenance, repair, upgrading and augmentation to the electricity service will be provided by Integral Energy Australia or its successor.
- 22.4 The telephone service to each Lot will be provided, maintained, repaired and upgraded as and when required by Telstra Limited or its successor.

PART 6

INTERPRETATION

The following words have these meanings in the By-laws unless the contrary or another intention appears:

Annual General Meeting means an annual general meeting of the Community Association other than the First Annual General Meeting.

Council means Hawkesbury City Council.

Development Act means the Community Land Development Act 1989 and Regulations made thereunder.

General Meeting means an Annual General Meeting or a Special General Meeting of the Community Association.

Management Act means the Community Land Management Act 1989 and Regulations made thereunder.

Community Parcel means the land the subject of a Community Plan.

Community Property means the Lot shown in a Community Plan as Community Property.

Private Access Way means an open access way set apart under Section 46 Community Land Development Act 1989

Service means a Statutory Service.

Service Line means a pipe wire cable duct conduit or pole by means of which a service is or is to be provided.

Service Provider means, without limitation, Integral Energy, Telstra Limited, Hawkesbury City Council and any authorities or corporations assuming their functions and their successors.

Statutory Service means a service running through or servicing Lots or Community Property by a Service Provider

Page 9 of 11

DP270329

SIGNATURES, CONSENTS AND APPROVALS

Dated

day of

2002

THE COMMON SEAL OF BENCORP PROPERTY DEVELOPMENTS PTY LIMITED was hereto affixed by authority of the Board of Directors in the presence of:



Matthew John Bennett

Signature of Matthew John Bennett
Director

Pamela Denise Bennett

Signature of Pamela Denise Bennett
Secretary

CERTIFICATE OF APPROVAL

It is certified:

- (a) that the Consent Authority on 14 February 1995 has approved of the development described in Development Application No. SA 0142/93
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: 25 November 2002

Signature on behalf of the Consent Authority

[Signature]

Note: The Consent Authority is not responsible for the administration or enforcement of any by-laws within the Management Statement other than the by-laws contained in Part 5 of this Management Statement, as appropriate.

I certify that the Attorney for the Mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this

Linen Plan in my presence.

[Signature]
Signature of Witness

SUBAN GAI KENG
Name of Witness
LEVEL 1 CORE HOUSE
CNR HENRY STATION STS PENRITH
Address of witness.

Westpac Banking Corporation
ABN 33 097 457 141 hereby consents to the within

* Linen Plan * None
* Instrument * None

[Signature]
Signature

W E BLACKWELL
Name of Attorney
TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332
*Delete whichever not applicable.

TERMS OF INSTRUMENT NOT
CHECKED IN L.P.I.

REGISTERED



9.1.2003

ONLY THOSE PARTS OF LOT 1 SHOWN ARE PRIVATE ACCESSWAY

MANAGEMENT STATEMENT

PLAN ILLUSTRATING
PRIVATE ACCESSWAY

ANDREW J EDWARDS SURVEYOR
OF 122 MACQUARIE ST PO BOX 217 WINDSOR
CERTIFY THAT THIS IS A PLAN OF THE SERVICE WORKS AS
EXECUTED/ACCESS WAYS PROVIDED FOR THE DEVELOPMENT
SHOWN IN (CITY/UNITY/REGION/TOWN/COUNCIL) HOOD
PLAN NO. 21

REGISTERED  9.1.2003

NO.	BEARING	CURVE	ARC	RADIUS
1	76°57'20"	R		
2	77°51'	5.655		
3	76°57'	6		
4	80°57'	5.655		
5	73°27'10"	23.05	23.05	80
6	102°25'40"	17.051		
7	84°15'	9		
8	87°57'	5.75		
9	6°57'	17		
10	187°49'10"	4	4	100
11	82°28'	5.605		
12	6°57'	9		
13	50°57'	5.655		
14	44°10'30"	59.25	59.105	400
15	50°04'10"	28.15	28.61	80
16	15°32'50"	23.92	24.61	80

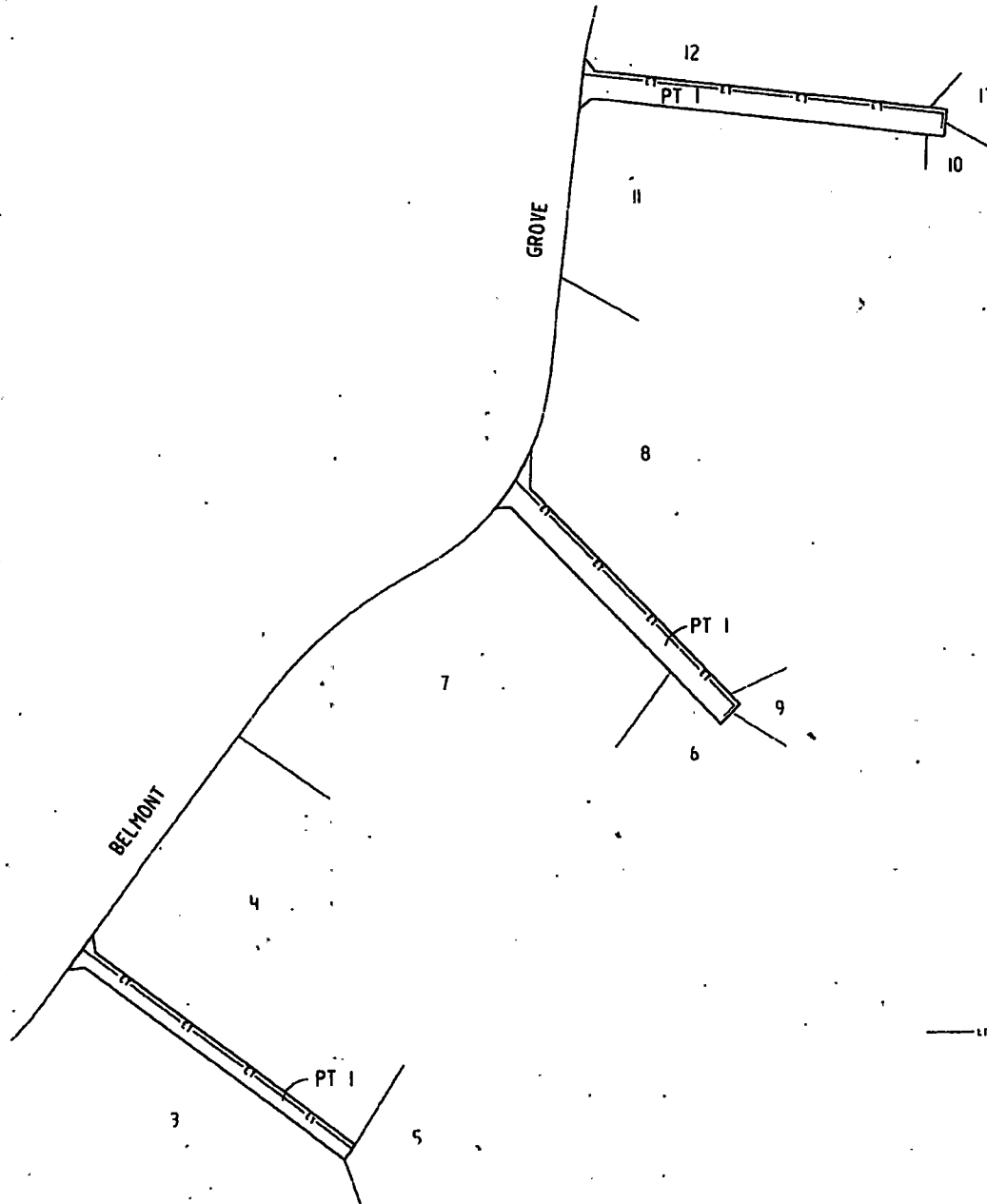
(A) EASEMENT FOR SERVICES 6' WIDE & VARIABLE WIDTH
(B) EASEMENT FOR SERVICES 9' WIDE & VARIABLE WIDTH

MANAGEMENT STATEMENT
SHEET 10 IN 11 SHEETS
REDUCTION RATIO 1:100
REF: 87501/4
DATE: 01b NOVEMBER 2002

PLAN ILLUSTRATING
SERVICES WORK AS
EXECUTED

ANDREW J EDWARDS SURVEYOR
of 122 MACQUARIE ST PO BOX 217 WINDSOR
CERTIFY THAT THIS IS A PLAN OF THE SERVICE WORKS AS
EXECUTED/PROCESSED/PROVIDED FOR THE DEVELOPMENT
SHOWN IN CONJUNCTION/PROCESSED/NEIGHBOURHOOD
PLAN NO. *John Edwards*

REGISTERED 7-1-2003



— LT — ELECTRICITY & PROPOSED TELECOMMUNICATIONS

MANAGEMENT STATEMENT
SHEET 11 OF 11 SHEETS
REDUCTION RATIO 1:1000
REF: 87857/4
DATE: 8th NOVEMBER 2007

Form: OITE
Licence: 04-03-350
Licensee: Mallesons Stephen Jaques

**TRANSFER
INCLUDING EASEM**
New South Wales
Real Property Act 1900



AD412364K

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only	09-07-2007	0004399911-001
①	SECTION 18(2)	
	DUTY	\$ *****2.0

(A) TORRENS TITLE

Land Transferred
27/1042890

(B) TENEMENTS

Servient (land burdened) 27/1042890	Dominant (land benefited) 26/1042890 and 25/1042890
--	--

(C) LODGED BY

Delivery Box USA	Name, Address or DX and Telephone LLPN: 123011G 197 Prospect Highway SEVEN HILLS NSW 2147 Reference (optional): 07IE0306	CODE TE
---------------------	--	-------------------

(D) TRANSFEROR

KEMSLEY PASTORAL CO PTY LTD (ACN 000 701 888)

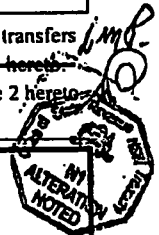


The transferor acknowledges receipt of the consideration of \$ 40,000,000.00 and transfers to the transferee an estate in fee simple; and the transferor - grants an easement as set out in Schedule 1 hereof - imposes a RESTRICTIVE COVENANT AS SET OUT IN ANNEXURE C HERETO AND reserves an easement as set out in Schedule 2 hereof.

Encumbrances (if applicable): 1. 2. 3.

(H) TRANSFEREE

BD NSW (MR) PROJECT 0007 PTY LTD (ACN 123 888 773)



(I)

TENANCY:

DATE

20 / 7 / 2007
dd mm yyyy

Executed By BD NSW (MR) Project 0007 Pty Ltd
ACN 123 888 773 Page 2 of Annexure
Executed By JE Beaumont and R. Beaumont
Page 4 of Annexure

Certified correct for the purposes of the Real Property Act 1900.

(J) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.

EXECUTED by KEMSLEY PASTORAL CO PTY LTD (ACN 000 701 888) in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:

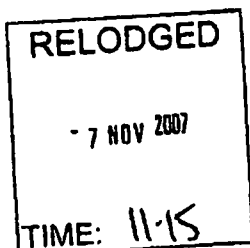
LM Peel
Signature of director

LEONARD MARTIN PEEL
Name of director (block letters)

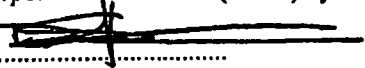
LM Peel

Signature of director/company secretary*
*delete whichever is not applicable

MARGARET PEEL
Name of director/company secretary*
(block letters)
*delete whichever is not applicable



Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.

EXECUTED by BD NSW (MR) PROJECT 0007 PTY
LTD (ACN 123 888 773 in accordance with section
127(1) of the Corporations Act 2001 (Cwlth) by authority
of its directors: 

Signature of director/secretary

DAVID MURRAY SHARPE

Name of director (block letters)

Signature of director/company
secretary*

Name of director/company
secretary* (block letters)

*delete whichever is not applicable

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Page 2 of 2

(K) SCHEDULE 1
grant of easement
complete the tenements panel on the front

The transferor grants

NOT APPLICABLE

(K) SCHEDULE 2
reservation of easement
complete the tenements panel on the front

The transferor reserves

SE
Q
An easement for electricity over the land marked as "Proposed easement for electricity 9 wide and designated "(A)" on the plan attached as Annexure A. The terms of the easement are set out in Annexure B.
DP 1115161

I CERTIFY THAT THE
PERSON SIGNING OPPOSITE,
WITH WHOM I AM PERSONALLY
ACQUAINTED OR AS TO WHOSE
IDENTITY I AM OTHERWISE
SATISFIED SIGNED THIS INSTRUMENT
IN MY PRESENCE.

SIGNATURE OF WITNESS CC/CLK JP-168405
NAME OF WITNESS CHERYL CLARK JP.
LOT 28
ADDRESS OF WITNESS MADELEINE PLACE
NACKVILLE NSW 2756

I CERTIFY THAT THE PERSON SIGNING
OPPOSITE, WITH WHOM I AM PERSONALLY
ACQUAINTED OR AS TO WHOSE IDENTITY
I AM OTHERWISE SATISFIED SIGNED
THIS INSTRUMENT IN MY PRESENCE.

SIGNATURE OF WITNESS CC/CLK JP-168405
NAME OF WITNESS CHERYL CLARK JP
LOT 28
ADDRESS OF WITNESS MADELEINE PLACE
NACKVILLE NSW 2756

CERTIFIED CORRECT FOR THE
PURPOSES OF THE REAL
PROPERTY ACT BY
SAYNE ELIZABETH BEAUMONT.

SIGNATURE OF SAYNE ELIZABETH
BEAUMONT.

Sayne Elizabeth Beaumont

CERTIFIED CORRECT FOR THE
PURPOSES OF THE REAL PROPERTY
ACT BY RICHARD BEAUMONT.

SIGNATURE OF RICHARD BEAUMONT.

Richard Beaumont

**ANNEXURE "B" (COMPRISING 4 PAGES) TO TRANSFER INCLUDING
EASEMENT LODGED ON BEHALF OF KEMSLEY PASTORAL CO PTY
LIMITED (ACN 000 701 888) DATED THIS DAY OF**

RESERVATION OF EASEMENT

Terms of easement for electricity

Part A

Definitions and interpretation

- 1 (a) The following terms have the following meanings:

Ancillary Works means works ancillary to the functions performed by Electricity Works, including structures (whether above, on or below the ground), equipment for signals, signals cables, service cables, connecting cables, and supports (including poles).

Benefited Land means Lot 26 in DP 1042890.

Benefited Landowner means the owner from time to time of the Benefited Land, and any person from time to time having an estate or interest in the Benefited Land, which as at the date of this instrument is the Transferor.

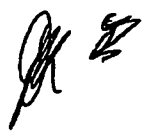
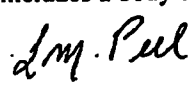
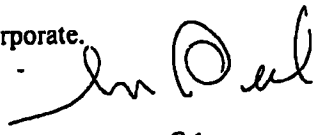
Burdened Land means the servient tenement set out in the cover sheet to this transfer:

Burdened Landowner means the owner of the Burdened Land and any person having an estate or interest in the Burdened Land.

Easement Area means that part of the Burdened Land shown as the site of "proposed easement for electricity 9 wide and designated "(A)"" on the plan being Annexure A to this instrument.
DP 1115161.

Electricity Works means any existing or future electricity power lines or associated equipment or electricity structures (whether above, below or on the ground) and includes mains, wires, cables (including optic fibre cables), pipes or conduits, switches, switchgear, fuses, control equipment, pillars, kiosks, transformers (including pole-mounted and pad-mounted transformers), substations (including pole-mounted and pad-mounted substations) and their contents, pits, ducts and Ancillary Works.

Person includes a body corporate.

  
5 of 9
Page 5 of 9
2014

Signals includes data or signals of any kind.

- (b) A reference to a person includes its successors and assigns.

Part B

Easement for electricity works

- 2 The Benefited Landowner and all persons which it authorises may:
- (a) construct, place, alter, extend, repair, inspect, renew, replace, maintain, remove, and use, on, to and from the Easement Area, any Electricity Works for conveying electricity or Signals (or both); and
 - (b) convey, or permit the conveyance of, electricity or Signals (or both) through the Electricity Works.

Part C

General provisions of easements

- 3 For the purpose of exercising its rights under the easement for electricity works, the Benefited Landowner and all persons which it authorises may:
- (a) enter the Land at any time, with or without vehicles, plant and equipment, for any purposes within the terms of the easement; and
 - (b) do anything reasonably necessary to obtain access to the Easement Area; and
 - (c) cut fences and walls in or on the Land and install gates in them; and
 - (d) on any part of the Easement Area, cut, trim or remove any trees, vegetation, undergrowth or anything that may interfere with the exercise of the Benefited Landowner's rights under the easement; and
 - (e) do anything reasonably necessary for the exercise of the Benefited Landowner's rights under the easement.
- 4 The Burdened Landowner acknowledges that ownership of all Electricity Works remains with the Benefited Landowner or the electricity supply authority.
- 5 The Benefited Landowner covenants with the Burdened Landowner that:
- (a) in exercising its rights under the easement, it will do as little damage as practicable to the Burdened Land; and
 - (b) it will repair any damage it causes to the Burdened Land, except that if after this easement is granted the Burdened Landowner installs paving or

other works to the surface of the easement area the Benefited Landowner will not be obliged to restore the paving or those works; and

- (c) subject to its rights under the easement, it will not unreasonably impede the Burdened Landowner's reasonable use of the Burdened Land.

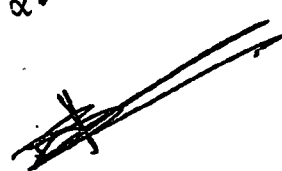
6 The Burdened Landowner covenants with the Benefited Landowner that it will not:

- (a) do or allow anything that may interfere with, damage, or destroy the Electricity Works or interfere with the effective operation of the Electricity Works; or
- (b) obstruct the Benefited Landowner in the exercise of its rights under the easement; or
- (c) alter or permit to be altered the existing ground level within the Easement Area, or place or allow to be placed on the Easement Area any building, structure, driveway, paving, plant or item without the Benefited Landowner's prior written permission, such permission not be unreasonably withheld.

7 The Burdened Landowner may change the location of the Easement Area to another section of the Burdened Land on the following conditions:

- (a) the Burdened Landowner must give at least 4 business days notice of its intention to relocate the easement; and
- (b) the relocation is entirely at the cost of the Burdened Landowner, including without limit:
 - (i) the surveying, legal and registration costs associated with moving the location of the easement as recorded at the Department of Lands, and
 - (ii) the costs of engineering and associated works incurred in moving the Electricity Works to the new location or constructing new Electricity Works in the new location; and
- (c) the Burdened Landowner must re-imburse the Benefited Landowner for any costs which it incurs because of the relocation, including costs in relation to advisers; and
- (d) the Burdened Landowner must have the new location of the easement registered with the NSW Department of Lands within a reasonable time whereupon the Benefited Landowner will surrender the original Easement Area; and
- (e) the Burdened Landowner is to preserve electricity supply to the Benefited Land as far as reasonably possible during the relocation and must keep any interruption to the supply to a minimum (taking into account the process involved) and in no case is the length of time of any interruption in electricity supply to the Benefited Land to exceed 24 hours; and

- (f) the Burdened Landowner is not to reduce the actual or possible electrical performance of the Electricity Works when relocating the Electricity Works; and
- (g) the Benefited Landowner consents to the relocation, which consent is not to be unreasonably withheld if the conditions of this clause 7 are complied with and the electricity supply capacity provided by the relocated Electricity Works is not less than the lesser of:
 - (i) 11 kVa which is capable of being transformed to 415 Volt 3 phase on the Land Benefited; and
 - (ii) the actual electricity supply provided by the Electricity Works at the time the Burdened Landowner gives the notice under clause 7(a).

L.M. Peel. In Obed.


ANNEXURE "C" (COMPRISING 1 PAGE) TO TRANSFER
INCLUDING EASEMENT LODGED ON BEHALF OF KEMSLEY
PASTORAL CO PTY LIMITED (ACN 000 701 888) DATED THIS
DAY OF

TRANSFeree'S / TRANSFEROR'S COVENANT

Dated .

From ("Transferee") KEMSLEY PASTORAL CO PTY LIMITED (ACN 000 701 888).

To ("Transferor") .. BD NSW (MR) PROJECT O007 PTY LTD (ACN 123 888 773).....

Land benefited by covenant ("Benefited Land").. 26/1042890 and 25/1042890

Land burdened by covenant ("Burdened Land").. 27/1042890

Terms of the covenant:

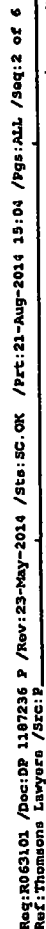
1. While the Transferee or its assigns (which will include Richard Beaumont and Jayne Elizabeth Beaumont) own the Benefited Land (or any part) adjoining the Burdened Land (or any part) no fence or wall may be erected on the Burdened Land (or any part) to divide it from the Benefited Land (or any part) unless that fence or wall is erected without cost to the Transferee or its assigns (which will include Richard Beaumont and Jayne Elizabeth Beaumont).
- 2 This covenant may be released, varied or modified with the written consent of the registered proprietors for the time being of the Benefited Land.

L.M. Paul. L.M. Paul.

[Handwritten signature]

PLAN 2 (A2)










Lengths are in metres. Reduction Ratio 1:500


PLAN FORM 6(2012) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan.

DEPOSITED PLAN ADMINISTRATION SHEET		3 Sheet 1 of 4 sheets
<p>Registered:  21.5.2014</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	Office Use Only	Office Use Only
<p>PLAN OF SUBDIVISION OF LOTS 271, 272 & 273 D.P.1156792</p>		<p>L G A: HAWKESBURY</p> <p>Locality: NORTH RICHMOND</p> <p>Parish: KURRAJONG</p> <p>County: CUMBERLAND COOK</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I,in approving this plan certify Authorised Officer</p> <p>that all necessary approvals in regard to the allocation of the land shown hereon have been given.</p> <p>Signature</p> <p>Date:.....</p> <p>File No:</p> <p>Office:.....</p>	<p>Survey Certificate</p> <p>I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293. email: imyers@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on</p> <p>(b) The part of the land shown in the plan being Lots 72 & 73</p> <p>..... was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 14th January, 2014 the part not surveyed was compiled in accordance with that Regulation.</p> <p>(c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation, 2012.</p> <p>Signature:  Dated: 14th January, 2014.</p> <p>Surveyor ID: 1682</p> <p>Datum Line: 'X'-Y' TS5468 TO SSM12373</p> <p>Type: URBAN</p> <p>The terrain is level-undulating</p>	
<p>Subdivision Certificate</p> <p>I, <u>Susan Jensen</u></p> <p>*Authorised Person/General Manager/Accredited Officer, certify that the provisions of s.108J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein</p> <p>Signature: </p> <p>Accreditation No.</p> <p>Consent Authority <u>Hawkesbury City Council</u></p> <p>Date of endorsement <u>13 February 2014</u></p> <p>Subdivision Certificate No. <u>14003</u></p> <p>File No.</p> <p>* strike through if inapplicable</p>		
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	<p>Plans used:- DP1156792</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>SURVEYOR'S REFERENCE: 16800-C2</p>	

PLAN FORM 6A (2012)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheets
Registered:  21.5.2014	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOTS 271, 272 & 273 D.P.1156792		DP1187236
Subdivision Certificate No.: 14003 Date of Endorsement: 13 February 2014		
<p>This sheet is for the provision of the following information as required:</p> <p>A schedule of lots and addresses – See 80(c) SSI Regulation 2012 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>		
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none">1. RIGHT OF CARRIAGEWAY 6, 11.5 WIDE & VARIABLE WIDTH (E11)2. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (E12)3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E13)4. RESTRICTION ON THE USE OF LAND (R1)5. RESTRICTION ON THE USE OF LAND (R2)6. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (E14)7. RIGHT OF CARRIAGEWAY 20 WIDE & VARIABLE (E51)8. POSITIVE COVENANT 100 WIDE AND VARIABLE (P11)9. EASEMENT FOR WATER SUPPLY PURPOSES VARIABLE WIDTH (E15)10. EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (E16)11. POSITIVE COVENANT (E17)12. RIGHT OF CARRIAGEWAY 11.5 WIDE (E18)13. RESTRICTION ON THE USE OF LAND14. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT VARIABLE WIDTH (E19)15. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (E52) <p>RELEASE:-</p> <ol style="list-style-type: none">1. RIGHT OF CARRIAGEWAY 20 WIDE (E5) (D.P.1156792)2. EASEMENT FOR SERVICES 2 WIDE (E3) (D.P.1156792)3. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (E1) (D.P.1156792)4. EASEMENT FOR SERVICES VARIABLE WIDTH (E2) (D.P.1156792) <p>STREET ADDRESSES NOT AVAILABLE</p>		
SURVEYOR'S REFERENCE: 16800-C2		

PLAN FORM 6A (2012)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheets

Registered:  21.5.2014

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
LOTS 271, 272 & 273 D.P.1156792

DP1187236

Subdivision Certificate No.: 14003

Date of Endorsement: 13 February 2014

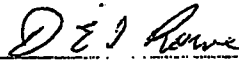
This sheet is for the provision of the following information as required:

A schedule of lots and addresses - See 60(c) SSI Regulation 2012
Statements of intention to create and release affecting interests in
accordance with section 88B Conveyancing Act, 1919.

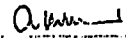
Signatures and seals - See 195D Conveyancing Act, 1919.

Any information which cannot fit in the appropriate panel
of sheet 1 of the Administration sheets.

EXECUTED BY RSL LIFECARE LIMITED
ABN 43 000 048 957 BY 2 DIRECTORS
IN ACCORDANCE WITH SECTION 127 OF
THE CORPORATIONS ACT 2001 (Cth):


DIRECTOR

Donald Edward John Rowe
NAME OF DIRECTOR


DIRECTOR

ANNETTE GRACE MULLINES
NAME OF DIRECTOR

Executed by BD NSW (MR) PROJECT
0007 PTY LTD ABN 54 123888 773
In accordance with Section 127 of
the Corporations Act, 2001.

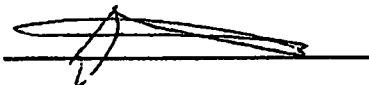

DIRECTOR

Clive Douglas Schultz
NAME OF DIRECTOR



DIRECTOR

Hugo Marshall Douglas
NAME OF DIRECTOR

NATIONAL AUSTRALIA BANK LIMITED
ACN 004 044 937 BY LEVEL 3
ATTORNEY UNDER POWER OF
ATTORNEY NO. 710425749



ROD COHEN
NAME:



JACOB TOOTH
NAME OF WITNESS

SURVEYOR'S REFERENCE: 16800-C2

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

DP1187236

Plan of Subdivision of Lots 271, 272 & 273
 DP1156792 covered by Subdivision Certificate No. 14003

Full name and address
 of the owner of the land:


BD NSW (MR) PROJECT 0007 Pty. Ltd.
 Suite 1, Level 3
 28 Honeysuckle Drive
 NEWCASTLE NSW 2300

RSL LIFECARE LIMITED
 90 Veterans Parade
 COLLAROY PLATEAU NSW 2097

(Sheet 1 of 13 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriageway 6, 11.5 wide & variable width (E11)	72 & 73	Endeavour Energy
2	Right of Carriageway variable width (E12)	73	Endeavour Energy
3	Easement for Padmount Substation 2.75 wide (E13)	73	Endeavour Energy
4	Restriction on the Use of Land (R1)	Parts 72, 73 & 74 designated (R1)	Endeavour Energy
5	Restriction on the Use of Land (R2)	Parts 72, 73 & 74 designated (R2)	Endeavour Energy
6	Easement for Underground Cables 1 wide (E14)	72 & 73	Endeavour Energy
7	Right of Carriageway 20 wide & variable (E51)	74	72 & 73
8	Positive Covenant 100 wide & variable (P11)	Pt. 74	Hawkesbury Council



 Authorised Person
 Hawkesbury Council

DP1187236

Plan of Subdivision of Lots 271, 272 & 273
 DP1156792 covered by Subdivision Certificate
 No. **14003**

Full name and address
 of the owner of the land:


BD NSW (MR) PROJECT 0007 Pty. Ltd.
 Suite 1, Level 3
 28 Honeysuckle Drive
 NEWCASTLE NSW 2300

RSL LIFECARE LIMITED
 90 Veterans Parade
 COLLAROY PLATEAU NSW 2097

(Sheet 2 of 13 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
9	Easement for Water Supply Purposes variable width (E15)	73	Sydney Water Corporation
10	Easement for Access and Drainage Purposes variable width (E16)	73	Sydney Water Corporation
11	Positive Covenant (E17)	pt. 73	Sydney Water Corporation.
12	Right of Carriageway 11.5 wide (E18)	72	73
13	Restriction on the Use of Land	73	Hawkesbury Council
14	Easement for Underground Cables and Street Lighting Equipment variable width (E19)	72 & 73	Endeavour Energy
15	Right of Carriageway variable width (E52)	72	73 & 74



 Authorised Person
 Hawkesbury Council

Ref: B16800-C2

DP1187236

Plan of Subdivision of Lots 271, 272 & 273
 DP1156792 covered by Subdivision Certificate
 No. 14003

Full name and address
 of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
 Suite 1, Level 3
 28 Honeysuckle Drive
 NEWCASTLE NSW 2300

RSL LIFECARE LIMITED
 90 Veterans Parade
 COLLAROY PLATEAU NSW 2097

(Sheet 3 of 13 Sheets)

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriageway 20 wide (E5) (DP1156792)	271/1156792	272 & 273/1156792
2	Easement for Services 2 wide (E3) (DP1156792)	272/1156792	273/1156792
3	Right of Carriageway variable width (E1) (DP1156792)	272/1156792	273/1156792
4	Easement for services variable width (E2) (D.P.1156792)	273/1156792	272/1156792



Authorised Person
 Hawkesbury Council

Ref: B16800-C2

DP1187236

Plan of Subdivision of Lots 271, 272 & 273
DP1156792 covered by Subdivision Certificate
No. **14003**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Suite 1, Level 3
28 Honeysuckle Drive
NEWCASTLE NSW 2300

RSL LIFECARE LIMITED
90 Veterans Parade
COLLARROY PLATEAU NSW 2097

(Sheet 4 of 13 Sheets)

Part 2 (Terms)

1. **Terms of Right of Carriageway 6, 11.5 wide & variable width (E11) numbered one in the abovementioned plan**

A Right of Carriageway in the terms set out in Part 1 Schedule 8 of the Conveyancing Act, 1919 (as amended) is created.

This Right of Carriageway shall cease to have effect upon the dedication of an Accessway joining the boundary designated (a)-(b) on the abovementioned plan

2. **Terms of Positive Covenant ~~100 wide & variable~~ (P11) numbered eight in the abovementioned plan**

The owner of the Lot burdened must maintain the area designated (P11) on the abovementioned plan as an asset protection zone and fire trail as identified on attachment 'A' of the bush fire report prepared by ABPP Pty. Ltd. No. B08836-4 dated 10.10.2008. The asset protection zone shall be managed as an inner protection area as outlined within Planning for Bush Fire Protection 2006 and the Rural Fire Service's document "Standards for Asset Protection Zones".

Council will raise no objection to the extinguishment of this Covenant once development commences on the Lot burdened but only if that development reduces the bush fire hazard as part of the development.

3. **Terms of Easement for Padmount Substation 2.75 wide (E13) numbered three in the abovementioned plan**

An Easement for Padmount Substation in the Terms as set out in Memorandum No. 9262886 lodged with Land and Property Information on behalf of Endeavour Energy (subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1).

.....
Authorised Person
Hawkesbury Council

DP1187236

Plan of Subdivision of Lots 271, 272 & 273
DP1156792 covered by Subdivision Certificate
No. **14003**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Suite 1, Level 3
28 Honeysuckle Drive
NEWCASTLE NSW 2300

RSL LIFECARE LIMITED
90 Veterans Parade
COLLAROY PLATEAU NSW 2097

(Sheet 5 of 13 Sheets)

Part 2 (Terms)

4. Terms of Restriction on the Use of Land (R1) numbered four in the abovementioned plan

4.1 No building shall be erected or permitted to remain within the restriction site unless:

4.1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120/ fire rating and

4.1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

4.2 The fire ratings mentioned in clause 4.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4.3 Definitions:

4.3.1 "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530

4.3.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls

4.3.3 "erect" includes construct, install, build and maintain

.....
Authorised Person
Hawkesbury Council

DP1187236

Plan of Subdivision of Lots 271, 272 & 273
DP1156792 covered by Subdivision Certificate
No. **14003**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Suite 1, Level 3
28 Honeysuckle Drive
NEWCASTLE NSW 2300

RSL LIFECARE LIMITED
90 Veterans Parade
COLLAROY PLATEAU NSW 2097

(Sheet 6 of 13 Sheets)

Part 2 (Terms)

4.3.4 "restriction site" means that part of the lot burdened affected by the restriction on the use of land shown as (R1) on the plan.

5. Terms of Restriction on the Use of Land (R2) numbered five in the abovementioned plan

No swimming pool or spa shall be erected or permitted to remain within the restricted site.

5.1 Definitions:

5.1.1 "erect" includes construct, install, build and maintain

5.1.2 "restriction site" means that part of the lot burdened affected by the restriction on the use of land shown as (R2) on the plan.

6. Terms of Easement for Underground Cables 1 wide (E14) numbered six in the abovementioned plan

An Easement for Underground Cables in the terms as set out in Memorandum No. 9262885 lodged with the Land and Property Information on behalf of Endeavour Energy. (subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1).

7. Terms of Easement for Water Supply Purposes variable width (E15) numbered nine in the abovementioned plan

An Easement for Water Supply Purposes in the terms set out in Part 1 of Memorandum 5736755 filed in the Office of Land and Property Information.

.....
Authorised Person
Hawkesbury Council

DP1187236

Plan of Subdivision of Lots 271, 272 & 273
DP1156792 covered by Subdivision Certificate
No. **14003**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Suite 1, Level 3
28 Honeysuckle Drive
NEWCASTLE NSW 2300

RSL LIFECARE LIMITED
90 Veterans Parade
COLLAROY PLATEAU NSW 2097

(Sheet 7 of 13 Sheets)

Part 2 (Terms)

8. **Terms of Easement for Access and Drainage Purposes variable width (E16) numbered ten in the abovementioned plan.**

An Easement for Access and Drainage Purposes in the terms set out in Part 2 of Memorandum 5736755 filed in Land and Property Information.

The terms of this easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes and the Positive Covenant numbered nine and eleven in the plan.

9. **Terms of Positive Covenant (E17) numbered eleven in the abovementioned plan.**

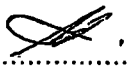
A Positive Covenant in the terms set out in Part 3 of Memorandum 5736755 filed in the Land and Property Information.

The terms of this Positive Covenant are to be read in conjunction with the terms of the Easement for Water Supply Purposes and the Easement for Access and Drainage Purposes numbered nine and ten in the plan.

10. **Terms of Restriction on Use numbered thirteen in the abovementioned plan.**

The registered proprietor from time to time of the Burdened Lot covenants with Hawkesbury Council that the occupation of dwellings on the Burdened Lot is restricted to the following kinds of people:-

- (a) seniors or people who have a disability;
- (b) people who live within the same household with seniors or people who have a disability;


.....
Authorised Person
Hawkesbury Council

DP1187236

Plan of Subdivision of Lots 271, 272 & 273
DP1156792 covered by Subdivision Certificate
No. **14003**

Full name and address
of the owner of the land:

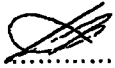
BD NSW (MR) PROJECT 0007 Pty. Ltd.
Suite 1, Level 3
28 Honeysuckle Drive
NEWCASTLE NSW 2300

RSL LIFECARE LIMITED
90 Veterans Parade
COLLARROY PLATEAU NSW 2097

(Sheet 8 of 13 Sheets)

Part 2 (Terms)

- (c) staff employed to assist in the administration of and provision of services to housing provided under the State Environmental Planning Policy (Housing for seniors or people with a disability) 2004.
- 11. Terms of Easement for Underground Cables and Street Lighting Equipment variable width (E19) numbered fourteen in the abovementioned plan**
- 11.1 The authority benefited may:**
- 11.1.1 install electrical equipment within the easement site,
 - 11.1.2 excavate the easement site to install the electrical equipment.
 - 11.1.3 use the electrical equipment for the transmission of electricity,
 - 11.1.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - 11.1.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
 - 11.1.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
- 11.2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.**


.....
Authorised Person
Hawkesbury Council

DP1187236

Full name and address
of the owner of the land:

Plan of Subdivision of Lots 271, 272 & 273
DP1156792 covered by Subdivision Certificate
No. **14003**

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Suite 1, Level 3
28 Honeysuckle Drive
NEWCASTLE NSW 2300

RSL LIFECARE LIMITED
90 Veterans Parade
COLLAROY PLATEAU NSW 2097

(Sheet 9 of 13 Sheets)

Part 2 (Terms)

11.3 The owner agrees that it will not


- 11.3.1 install or permit to be installed any services or structure within the easement site, or
- 11.3.2 alter the surface level of the easement site, or
- 11.3.3 do or permit to be done anything that restricts access to the easement site by the authority benefited

without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

11.4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.

11.5 Definitions:-

- 11.5.1 authority benefited means Endeavour Energy and its successors (who may exercise its rights by any persons authorised by it).
- 11.5.2 easement site means that part of the lot designated (E19) that is affected by this easement.
- 11.5.3 electrical equipment includes underground electrical cable, duct, service pillar, underground earthing system, street light column, street light equipment and ancillary equipment.
- 11.5.4 install includes construct, repair, replace, maintain, modify, use, and remove.
- 11.5.5 owner means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 11.5.6 services includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.


.....
Authorised Person
Hawkesbury Council

DP1187236

Full name and address
of the owner of the land:

Plan of Subdivision of Lots 271, 272 & 273
DP1156792 covered by Subdivision Certificate
No. **14003**

BD NSW (MR) PROJECT O007 Pty. Ltd.
Suite 1, Level 3
28 Honeysuckle Drive
NEWCASTLE NSW 2300

RSL LIFECARE LIMITED
90 Veterans Parade
COLLARROY PLATEAU NSW 2097

(Sheet 10 of 13 Sheets)

Part 2 (Terms)

11.5.7 structure includes building, wall, retaining wall, carport, swimming pool, driveway, and fixed plant or equipment; but excludes garden furniture and garden ornament.

Name of Authority empowered to release, vary or modify Positive Covenant numbered eight and restriction numbered thirteen in the abovementioned plan

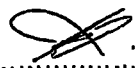
Hawkesbury Council.

Name of Authority empowered to release, vary or modify Easements and Restrictions numbered one, two, three, four, five, six and fourteen in the abovementioned plan

Endeavour Energy.

Name of Authority empowered to release, vary or modify Easements and Positive Covenant numbered nine, ten and eleven in the abovementioned plan

Sydney Water Corporation.


.....
Authorised Person
Hawkesbury Council

DP1187236

Full name and address
of the owner of the land:

Plan of Subdivision of Lots 271, 272 & 273
DP1156792 covered by Subdivision Certificate
No. 14003

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Suite 1, Level 3
28 Honeysuckle Drive
NEWCASTLE NSW 2300

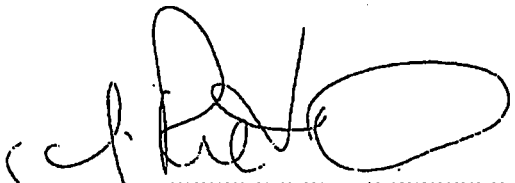
RSL LIFECARE LIMITED
90 Veterans Parade
COLLAROY PLATEAU NSW 2097

(Sheet 11 of 13 Sheets)

Signed on behalf of Endeavour Energy
ABN 59 253 130 878 by its Attorney pursuant
to Power of Attorney Book 4640 No 572
in the presence of:



Signature of Witness


Signature of Attorney
Name: Geoff Riethmuller
Position: Network Property Mgr

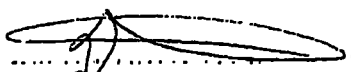
Deborah Pears
Name of Witness

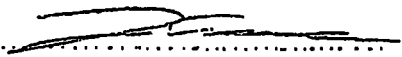
15-01-2014
Date of Execution

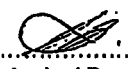
c/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

UCL 5331

NATIONAL AUSTRALIA BANK LIMITED
AGN 004 044 937 BY LEVEL 3
ATTORNEY UNDER POWER OF
ATTORNEY NO. 710425749


DAVID COHEN
DIRECTOR
CORPORATE PROPERTY
DATE: 10-04-2014


WITNESS
JACOB TOOTH


Authorised Person
Hawkesbury Council

Ref: B16800-C2

DP1187236

Plan of Subdivision of Lots 271, 272 & 273
DP1156792 covered by Subdivision Certificate
No. 14003

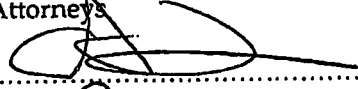
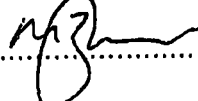
Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Suite 1, Level 3
28 Honeysuckle Drive
NEWCASTLE NSW 2300

RSL LIFECARE LIMITED
90 Veterans Parade
COLLAROY PLATEAU NSW 2097

(Sheet 12 of 13 Sheets)

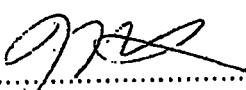
Signed for Sydney Water Corporation
by its Attorneys


.....

.....

)
)
)
) Gwendy Arnot - Manager Property
Attorney Services

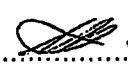
who hereby state at the time of executing this
instrument have no notice of the revocation of
the Power of Attorney Registered No. 54
Book 4651 under the Authority of
which this instrument has been executed

)
) Michael Zengowski - Manager
Attorney Contaminated
Land Management
Group.


.....
Signature of Witness

Jessica Broderick
.....
Name of Witness

C/1 Smith St Parramatta nsw...
Address of Witness 2124


.....
Authorised Person
Hawkesbury Council

DP1 187236

Plan of Subdivision of Lots 271, 272 & 273
DP1156792 covered by Subdivision Certificate
No. 14003

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Suite 1, Level 3
28 Honeysuckle Drive
NEWCASTLE NSW 2300

RSL LIFECARE LIMITED
90 Veterans Parade
COLLAROY PLATEAU NSW 2097

(Sheet 13 of 13 Sheets)

Executed by BD NSW (MR) PROJECT
0007 Pty. Ltd. (ABN 54 123 888 773)
In accordance with Section 127 of the
Corporations Act, 2001.



.....
Director/Company Secretary

Clive Douglas Schultz
.....
Name of Director/Company Secretary

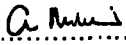

.....
Director

Hugo Marshall Douglas
.....
Name of Director

Executed by RSL Lifecare Pty. Ltd.
(ABN 43 000 048 957)
In accordance with Section 127 of the
Corporations Act, 2001.


.....
Director/Company Secretary

Donald Edward John Rowe
.....
Director's NAME


.....
~~Name of Director/Company Secretary~~


ANNETTE GRACE MULLINER
.....
Name of Director

Ref: B16800-C2

REGISTERED



21.5.2014


.....
Authorised Person
Hawkesbury Council


THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME. FOR DETAILS OF UPDATES AND ADDITIONAL AND REPLACEMENT SHEETS SEE SCHEDULE BELOW

LOCATION PLAN

KEY No.	DETAILS	SHEET No.

Subdivision Certificate No.: 14025
Date: 5-6-2014

Surveyor: Mr. Vincent Meyer
Surveyor's Reference: 16800-CP-C

Registered:  3.7.2014

COMMUNITY PLAN
D.P.270758

lengths are in metres. Reduction Ratio 1:2000

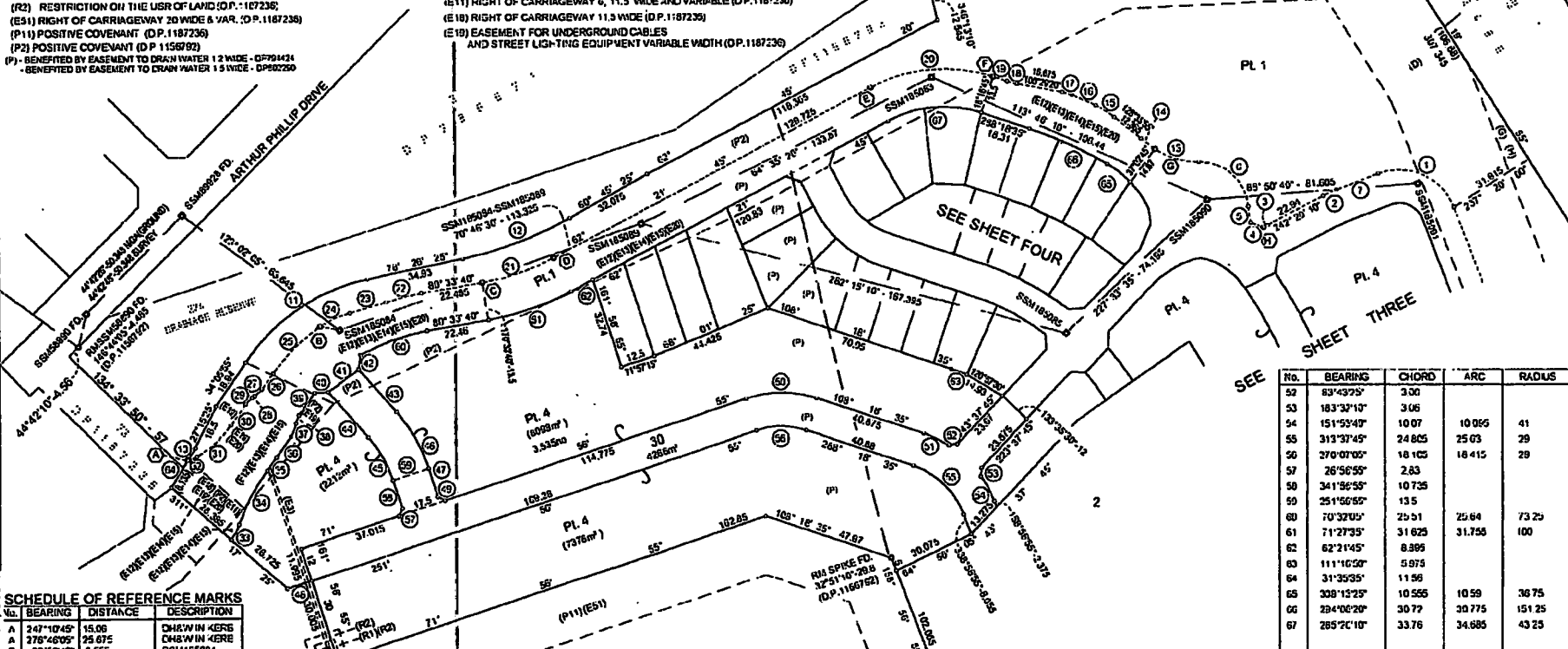
Reg:R101498 /Doc:DP 0270759 P /Rev:03-Jul-2014 /Sta:SC.OK /Prt:28-Aug-2014 12:46 /Pgs:ALL /Seq:1 of 12
Reg:Thomsons Lawyers /Src:P

SCHEDULE of STRAIGHT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	293°56'55"	29.7	32.985	21	18	284°23'55"	3.65	3.65	26.75	35	36°01'15"	5.67		
2	245°36'35"	9.305	9.31	46	19	108°16'35"	5.33			36	35°22'25"	8.03		
3	241°26'50"	1.23	1.23	41	20	265°10'45"	44.295	45.51	56.75	37	30°52'25"	5.04	5.02	10
4	260°44'55"	4.82			21	251°27'35"	27.35	27.466	86.5	38	20°56'55"	7.985	3.075	6
5	351°22'35"	5.63	5.64	26.75	22	256°15'00"	12.045	13.055	36.75	39	35°25'25"	9.745		
6	312°06'20"	23.89	26.385	17.25	23	253°55'55"	13.58	13.595	106.46	40	88°54'35"	4.88		
7	248°56'55"	16.035			24	245°54'50"	11.545	11.625	33.25	41	52°52'40"	13.54		
8	60°17'10"	12.555			25	225°41'05"	25.83	23.755	66.5	42	8°40'10"	5.115		
9	51°11'15"	16.725			26	35°27'05"	7.18			43	136°23'45"	20.49		
10	31°30'25"	4.92			27	226°21'05"	3.356	3.38	7.5	44	316°23'45"	21.515		
11	56°16'10"	52.83	54.175	70	28	57°33'45"	1.286			45	330°09'55"	17.64	17.785	43.25
12	69°26'55"	41.5	41.685	134	29	77°43'15"	3.205	3.27	10	46	150°09'50"	73.15	73.315	56.75
13	286°13'20"	16.475	16.75	26.75	30	35°25'50"	9.185			47	181°28'55"	10.735		
14	307°09'00"	6.17	6.175	166.735	31	228°08'35"	11.46	16.565	36.885	48	251°56'55"	9.2		
15	301°53'25"	7.735	7.75	33.25	32	250°56'45"	3.285	3.31	9.5	49	116°56'55"	2.83		
16	203°37'45"	0.43	0.43	167.75	33	28°49'25"	6.075	6.11	17	50	00°07'45"	25.585	26.02	41
17	266°16'30"	3.665	3.69	18.25	34	27°56'00"	21.81	21.925	67	51	115°21'40"	10.675	10.1	41

(E3) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (D.P. 1187236)
 (E4) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D.P. 1187236)
 (R1) RESTRICTION ON THE USE OF LAND (D.P. 1187236)
 (R2) RESTRICTION ON THE USE OF LAND (D.P. 1187236)
 (E11) RIGHT OF CARRIAGEWAY 6, 11.5 WIDE AND VARIABLE (D.P. 1187236)
 (E18) RIGHT OF CARRIAGEWAY 11.5 WIDE (D.P. 1187236)
 (E19) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT VARIABLE WIDTH (D.P. 1187236)
 (P1) POSITIVE COVENANT (D.P. 1187236)
 (P2) POSITIVE COVENANT (D.P. 1187236)
 (P) - BENEFITED BY EASEMENT TO DRAIN WATER 1.2 WIDE - DP70424
 - BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DP50220

(D) EASEMENT FOR TRANSMISSION LINE 30.43 WIDE (F-42389)
 (G) EASEMENT FOR ACCESS VARIABLE WIDTH (G-489733)
 (H) EASEMENT TO PUMP SEWAGE VARIABLE WIDTH (G-05530)
 (E11) RIGHT OF CARRIAGEWAY 6, 11.5 WIDE AND VARIABLE (D.P. 1187236)
 (E18) RIGHT OF CARRIAGEWAY 11.5 WIDE (D.P. 1187236)
 (E19) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT VARIABLE WIDTH (D.P. 1187236)



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	247°10'45"	15.06	DRAWN IN KERB
B	278°46'05"	25.675	DRAWN IN KERB
C	30°56'40"	8.555	SSM185084
D	359°21'10"	3.035 & 10.32	DRAWN IN KERB
E	251°43'35"	18.72	SSM185089
F	262°15'50"	24.475	SSM185083
G	29°28'05"	3.155	DRAWN IN KERB
H	29°56'35"	10.555	DRAWN IN KERB
I	42°44'55"	3.35	DRAWN IN KERB
J	43°13'40"	11.355	DRAWN IN KERB
K	340°02'15"	2.57	DRAWN IN KERB
L	340°16'45"	9.375	DRAWN IN KERB

Surveyor: Ian Vincent Myers
 Vines Morgan Surveyors
 P.O. Box 123293
 Email: ian@vmsurveyors.com.au
 Date of Survey: 22nd April, 2014
 Surveyor's Reference: 16800-CAC

PLAN OF SUBDIVISION OF
 LOT 72 D.P. 1187236

LGA: HAWKESBURY
 Locality: NORTH RICHMOND
 Subdivision No.: 14019
 Lengths are in metres. Reduction Ratio 1:1000

Registered:
 3.7.2014

D.P. 270758

SCHEDULE of SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	81°51'50"	3.725		
2	173°36'20"	17.32		
3	88°33'25"	13.155		
4	174°27'15"	13.145	15.88	7.695
5	174°27'15"	8.175		
6	174°27'15"	10.025		
7	225°33'15"	12.58		
8	79°29'55"	15.955	15.50	173
9	263°13'25"	6.84	6.64	173
10	267°48'40"	11.74	11.75	96.5
11	271°15'00"	11.445		
12	267°42'35"	12.865	12.91	103.5
13	264°07'10"	4.73		
14	253°33'30"	3.585	3.58	18.5
15	253°33'30"	11.175		
16	253°33'30"	5.135	5.145	26.5
17	264°07'10"	5.555		
18	278°17'50"	12.38	13.115	26.5

SCHEDULE of SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
19	325°00'00"	0.859		
20	264°47'00"	16.675		
21	1°38'15"	18.06		
22	2°38'55"	3.76	3.785	21.5
23	178°27'15"	3.24		
24	218°12'15"	11.055		
25	152°27'40"	37.065	37.145	164
26	234°31'55"	12.065		
27	332°10'45"	35.825	35.91	152
28	63°02'15"	12.1		
29	143°38'25"	14.805	14.82	100
30	43°37'45"	42.07		
31	54°58'45"	12.82		
32	54°58'45"	12.015		
33	54°58'45"	24.805		
34	148°31'30"	10.415		
35	155°22'35"	14.485		
36	158°50'55"	12.73		

- (D) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (F452869)
 (F) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (GOV. GAZ. DATED 06.04.51 FOL. 1012)
 (G) EASEMENT FOR ACCESS VARIABLE WIDTH (G489235)
 (H) EASEMENT TO PUMP SEWAGE VARIABLE WIDTH (O90530)
 (E11) RIGHT OF CARRIAGEWAY 20 WIDE (D.P.1187236)
 (P11) POSITIVE COVENANT (D.P.1187236)
 (E52) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D.P.1187236)

- (E12) EASEMENT FOR WATER SUPPLY PURPOSES VARIABLE WIDTH
 (E13) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH
 (E14) POSITIVE COVENANT
 (E15) EASEMENT FOR UNDERGROUND CABLES
 AND STREET LIGHTING EQUIPMENT VARIABLE WIDTH
 (E20) EASEMENT TO DRAIN WATER VARIABLE WIDTH
 (E21) RIGHT OF CARRIAGEWAY OVER WHOLE LOT (E21)

SCHEDULE of SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
37	150°15'45"	18.06		
38	353°35'23"	6.035		
39	324°11'40"	12.43	12.445	88
40	43°38'50"	12.07		
41	165°13'05"	3.5	3.5	10
42	131°45'25"	2.91		
43	173°18'05"	12.05		
44	217°18'20"	2.51		
45	131°02'30"	5.89		
46	331°53'40"	10.07	10.055	41
47	3°57'10"	3.68		
48	91°14'05"	5.395		
49	53°11'10"	13.735	13.535	37.25

SCHEDULE OF REFERENCE MARKS

No	BEARING	DISTANCE	DESCRIPTION
H	340°02'15"	2.57	DH&W IN KERB
I	340°16'45"	9.375	DH&W IN KERB
J	192°20'10"	22.785	SSM185000
K	315°28'45"	2.675	DH&W IN KERB
L	333°50'30"	9.34	DH&W IN KERB
M	125°31'25"	8.405	SSM185001
N	90°28'05"	2.8	SSM185002
O	358°27'05"	15.48	SSM185007
P	60°45"	11.455	SSM185001
Q	257°11'125"	3.435	DH&W IN KERB
R	256°45'30"	11.665	DH&W IN KERB
S	304°22'50"	19.0	SSM185003
T	122°20'25"	2.73	DH&W IN KERB
U	122°28'05"	8.45	DH&W IN KERB
V	208°02'00"	1.98	DH&W IN KERB
W	139°38'10"	11.25	DH&W IN KERB

DETAIL PLAN

Surveyor: IAN VINCENT MYERS
 VINDS MINOR SURVEYING
 Ph: 7215293, email: ian@vmsurveying.com.au
 Date of Survey: 22nd April, 2014
 Surveyor's Reference: 16800-CP-C

PLAN OF SUBDIVISION OF
 LOT 72 D.P.1187236

LGA: HAWKESBURY
 Locality: NORTH RICHMOND
 Subdivision No.: 14019
 Lengths are in metres, Reduction Ratio is 1:1000

Registered:
 3.7.2014

D.P.270758

SCHEDULE OF SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS	No	BEARING	CHORD	ARC	RADIUS	No	BEARING	CHORD	ARC	RADIUS	No	BEARING	CHORD	ARC	RADIUS
1	107°21'45"	5.655			5	305°25'10"	8.63	6.635	100	15	172°14'45"	5.655			22	145°33'23"	11.593	11.645	36.75
2	143°46'25"	12.29	12.34	41	6	266°20'10"	5.63			16	172°14'45"	13.945	14.005	43.25	23	172°23'05"	5.64		
3	127°51'10"	10.37	10.4	41	10	299°21'10"	12.525	12.535	100	17	94°35'45"	20.485	20.68	43.25	24	23°10'50"	9.945		
4	114°26'45"	8.776	8.79	41	11	292°12'35"	12.425	12.41	100	18	110°28'00"	11.385	11.39	151.25	25	235°11'10"	18.735	18.935	37.25
5	111°07'15"	8.03	8.025	85	12	268°28'55"	0.02	0.02	100	19	115°28'50"	13.075	13.08	151.25	26	185°55'20"	5.68		
6	120°51'25"	20.265	20.25	88	13	287°52'45"	9.645	9.68	29	20	119°09'05"	4.305	4.305	51.25	27	271°14'05"	5.395		
7	176°01'25"	5.395			14	310°54'20"	12.51	12.61	29	21	128°12'25"	10.555	10.56	35.75	28	106°13'20"	16.475	16.75	26.75

DETAIL PLAN

(P2) POSITIVE COVENANT (D.P. 1156702)

(E10) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE

(E10) EASEMENT FOR PADMOUNT SUBSTATION 3.55 WIDE

(R10) RESTRICTION ON THE USE OF LAND

(R11) RESTRICTION ON THE USE OF LAND

(E12) EASEMENT FOR WATER SUPPLY PURPOSES VARIABLE WIDTH

(E13) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH

(E14) POSITIVE COVENANT

(E15) EASEMENT FOR UNDERGROUND CABLES

AND STREET LIGHTING EQUIPMENT VARIABLE WIDTH

(E17) EASEMENT FOR OVERHANG 0.5 WIDE

(E20) EASEMENT TO DRAIN WATER VARIABLE WIDTH

(0.24) DENOTES DISTANCE OF WALL TO

ADJACENT BOUNDARY

(P) - BENEFITED BY EASEMENT TO DRAIN WATER 1.2 WIDE - OPT19454
 - BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DRK2220

SCHEDULE OF REFERENCE MARKS

No	BEARING	DISTANCE	DESCRIPTION
D	251°43'20"	19.22	SSM180033
E	262°17'30"	24.475	SSM180033
F	22°28'00"	3.185	D-H/W IN KERB
G	29°58'35"	10.565	D-H/W IN KERB
H	42°44'59"	3.35	D-H/W IN KERB
I	43°13'40"	11.265	D-H/W IN KERB
J	340°02'19"	2.57	D-H/W IN KERB
K	340°18'49"	9.375	D-H/W IN KERB
L	162°28'10"	22.735	SSM180030
M	122°20'25"	2.73	D-H/W IN KERB
N	122°29'00"	0.46	D-H/W IN KERB
O	208°08'00"	1.95	D-H/W IN KERB
P	135°30'10"	11.25	SSM180033
Q	267°47'30"	4.225	D-H/W IN KERB
R	200°01'45"	9.32	D-H/W IN KERB
S	142°47'05"	4.71	D-H/W IN KERB
T	175°30'55"	18.125	D-H/W IN KERB
U	147°50'20"	12.99	D-H/W IN KERB
V	233°49'40"	0.43	D-H/W IN KERB
W	177°49'05"	3.405	D-H/W IN KERB
X	263°51'50"	7.09	D-H/W IN KERB

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)

M.G.A. CO ORDINATES (ZONE 56)

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
SSM17973	287 357 043	6 281 287 227	B	2	SCIMS
TS5466	288 998 007	6 281 252 163	B	1	SCIMS
SSM185028	286 620 327	6 281 707 223	B	2	SCIMS
SSM185030	286 794 803	6 281 671 735	B	4	SCIMS
SSM185031	287 359 829	6 281 455 276	C	NA	TRAVESE
SSM185032	287 317 425	6 281 619 283	C	NA	TRAVESE
SSM185033	287 037 641	6 281 762 252	C	NA	TRAVESE
SSM185034	286 859 715	6 281 687 489	C	NA	TRAVESE
SSM185035	287 140 301	6 281 689 180	C	NA	TRAVESE
SSM185036	287 259 715	6 281 378 776	C	NA	TRAVESE
SSM185037	287 352 319	6 281 521 506	C	NA	TRAVESE
SSM185038	287 355 021	6 281 372 459	C	NA	TRAVESE
SSM185039	280 976 721	6 281 704 836	C	NA	TRAVESE
SSM185040	287 195 654	6 281 710 351	C	NA	TRAVESE
SSM185041	287 216 642	6 281 720 597	C	NA	TRAVESE

COMBINED SEA LEVEL AND SCALE FACTOR 1.00144

SOURCE M.G.A. CO ORDINATES ADOPTED FOR ESTABLISHED MARKS

FROM S.C.I.M.S. March 2014

Surveyor: Mr. Vincent Myers
 Vince Morgan, Surveyors
 P.O. 4721503, email: vince@vincemorgan.com.au

Date of Survey: 21st April, 2014

Surveyor's Reference: 1600-CP-C

PLAN OF SUBDIVISION OF
 LOT 72 D.P.1167236

LGA: HAWKESBURY
 Locality: NORTH RICHMOND
 Subdivision No.: 14214

Lengths are in metres. Reduction Ratio 1:500

Registered:

3.7.2014

D.P.270758

COMMUNITY PROPERTY LOT

(P) - BENEFITED BY EASEMENT TO DRAIN WATER 1.2 WIDE - DP784424
 - BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DP02290



SCHEDULE OF CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
1	56°16'10"	52.63	54.175	70
2	69°35'55"	41.5	41.695	135
3	174°27'15"	135.595		
4	174°27'15"	13.145	15.66	7.005
5	344°23'50"	5.515	5.525	28
6	293°56'55"	12.73	14.135	0
7	245°36'25"	3.925	3.03	34
8	240°48'05"	1.55	1.53	29
9	307°02'05"	17.18	17.48	27.25
10	270°42'25"	4.45	4.525	7.25
11	236°11'10"	16.735	16.535	37.25
12	291°42'45"	28.755	28.895	68
13	310°20'10"	30.755	31.53	41
14	251°37'25"	31.625	31.755	100
15	250°32'05"	29.51	29.64	13.25
16	200°56'55"	2.855	3.015	6
17	200°59'25"	5.01	5.06	10
18	207°56'00"	21.81	21.905	67
19	208°49'25"	6.075	6.11	17
20	85°20'10"	33.76	34.685	43.25
21	114°00'20"	30.72	30.775	151.25
22	137°18'00"	21.835	22.235	36.75
23	203°05'15"	34.02	34.19	100
24	310°29'10"	21.75	22.265	29

SCHEDULE OF LINES

No	Bearing	Distance	No	Bearing	Distance
25	31°35'30"	16.48	46	243°02'15"	12.1
26	27°15'25"	16.5	47	229°37'45"	21.645
27	34°05'55"	18.94	48	180°55'20"	5.68
28	346°13'10"	12.545	49	223°36'50"	12.67
29	60°17'10"	12.555	50	271°14'05"	5.395
30	53°17'55"	39.5	51	223°37'45"	23.09
31	51°11'15"	16.725	52	313°35'30"	12
32	147°44'20"	48.335	53	43°37'45"	23.1
33	263°27'15"	42.105	54	356°01'25"	5.395
34	60°14'15"	48.76	55	287°21'45"	5.055
35	158°02'00"	2.42	56	287°21'45"	5.115
36	174°27'15"	8.175	57	188°40'10"	5.115
37	358°27'15"	3.24	58	232°52'40"	13.54
38	38°12'15"	11.095	59	260°54'35"	4.08
39	358°21'20"	25.27	60	215°25'25"	9.745
40	311°02'30"	5.89	61	216°01'15"	5.87
41	353°18'05"	12.05	62	172°23'05"	5.64
42	41°07'00"	5.425	63	203°10'50"	9.945
43	248°58'55"	16.035	64	266°20'10"	5.88
44	242°20'10"	22.93	65	332°21'45"	12.16
45	100°20'30"	5.65	66	172°11'45"	5.655
			67	215°25'25"	9.03

NOTE: FOR EASEMENT DETAILS SEE DETAIL PLANS

- (E11) RIGHT OF CARRIAGEWAY 6, 11.5 WIDE AND VARIABLE (D.P.1187236)
 (E12) EASEMENT FOR WATER SUPPLY PURPOSES VARIABLE WIDTH
 (E13) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH
 (E14) POSITIVE COVENANT
 (E15) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT VARIABLE WIDTH
 (E18) RIGHT OF CARRIAGEWAY 11.5 WIDE (D.P.1187236)
 (E19) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT VARIABLE WIDTH (D.P.1187236)
 (E20) EASEMENT TO DRAIN WATER VARIABLE WIDTH

- (D) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (F452683)
 (P2) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (CON. GAL. DATED 06.04.51 FOL 1012)
 (P2) POSITIVE COVENANT (D.P.1187236)
 (G) EASEMENT FOR ACCESS VARIABLE WIDTH (G-489235)
 (H) EASEMENT TO PLUMP SEWAGE VARIABLE WIDTH (C00630)

PLAN OF SUBDIVISION OF LOT 72 D.P.1187236

Surveyor: IAN VINCENT MYERS
 VINCE MYERS SURVEYING
 Ph: 47212293 email: ian@vmsurvey.com.au
 Date of Survey: 21st April, 2016.
 Surveyor's Reference: 16860-CP-C

LCA: HAWKESBURY
 Locality: NORTH RICHMOND
 Subdivision No.: 14019

Registered:
 3.7.2014

D.P.270758

Lengths are in metres. Reduction Ratio 1:1200



COMMUNITY PROPERTY LOT

PT 74
D P 1 1 8 7 2 3 8

Pt. 1

Pt. 1

SEE SHEET FIVE

3

Pt. 1
(5844m²)
5.844ha

(F)

SCHEDULE of CURVED BOUNDARIES

No	Bearing	Chord	Arc	Radius
1	267°42'35"	12.965	12.97	103.5
2	258°33'30"	3.585	3.59	18.5
3	258°33'30"	5.135	5.145	26.5
4	279°17'50"	12.98	13.115	20.9
5	325°02'05"	5.995	7.23	5.5

SCHEDULE of LINES

No	Bearing	Distance
6	264°07'10"	4.73

(F) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (GOV. GAZ. DATED 03.04.51 VOL 1012)

PT 74
D P 1 1 8 7 2 3 8

CH:267°48'40"-11.74

11.445 A:11.75 R:98.5

CH:263°13'25"-6.04
A:6.04 R:173

GROSE VALE ROAD

Surveyor: Ian Vincent Myers
Vince Morgan Surveyors
Ph 47213263 email: ian@vmsurvey.com.au
Date of Survey: 22nd April, 2014.
Surveyor's Reference: 15800-CP-C

PLAN OF SUBDIVISION OF
LOT 72 D.P.1187238

LGA: HAWKESBURY
Locality: NORTH RICHMOND
Subdivision No.: 1-7-219
Lengths are in metres. Reduction Ratio 1:500

Registered:
37.2014

D.P.270758

Reg: R101499 / Dec: DP 0270758 P / Rev: 03-Jul-2014 / Sca: SC OK / Pct: 28-Aug-2014 12:46 / Pgs: ALL / Seq: 6 of 12
Ref: Thomsons Lawyers / Sca: 9



DP270758




COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS


.....
ATTENTION

A Community Plan may be subject to future subdivision that may contain a Signature/Administration Sheet. This document will then comprise separate Signature/Administration Sheets registered on different dates.

Particulars of each Signature/Administration Sheet are as follows:-

[illegible]

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheets
<p>Registered:  3.7.2014 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>D.P.270758</p> <p>(DOC.A)</p>	
<p>PLAN OF SUBDIVISION OF LOT 72 D.P.1187236</p>	<p>L G A: HAWKESBURY</p> <p>Locality: NORTH RICHMOND</p> <p>Parish: KURRAJONG</p> <p>County: COOK</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I,in approving this plan certify Authorised Officer</p> <p>that all necessary approvals in regard to the allocation of the land shown hereon have been given.</p> <p>Signature</p> <p>Date:.....</p> <p>File No:</p> <p>Office:.....</p>	<p>Survey Certificate</p> <p>I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215283, email: imyera@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 22th April, 2014.</p> <p>(b) The part of the land shown in the plan being was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>(c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation, 2012.</p> <p>Signature:  Dated: 22th April, 2014.</p> <p>Surveyor ID: 1682</p> <p>Datum Line: SSM12373 TO TS5468</p> <p>Type: URBAN</p> <p>The terrain is level-undulating</p>	
<p>Subdivision Certificate</p> <p>I, <u>Susan Jensen</u></p> <p>*Authorised Person/General Manager/Authorised Officer, certify that the provisions of s.109J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein</p> <p>Signature: </p> <p>Accreditation No.</p> <p>Consent Authority <u>Hawkesbury City Council</u></p> <p>Date of endorsement <u>5 June 2014</u></p> <p>Subdivision Certificate No. <u>14019</u></p> <p>File No. <u>DA0244/14</u></p> <p>* strike through if inapplicable</p>		
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	<p>Plans used:-</p> <p>D.P.1187236</p>	
<p>Signatures, Seals and Section 888 Statements should appear on PLAN FORM 6A</p>		<p>SURVEYOR'S REFERENCE:16800-CP-C</p>

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 5 sheets
Registered:  3.7.2014	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 72 D.P.1187236	D.P.270758 (DOC.A)	
Subdivision Certificate No.: 14019 Date of Endorsement: 5 June 2014	<p>This sheet is for the provision of the following information as required:</p> <p>A schedule of lots and addresses – See 60(c) SSI Regulation 2012 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>	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964 AS AMENDED IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none">1. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (E10)2. RESTRICTION ON THE USE OF LAND (R10)3. RESTRICTION ON THE USE OF LAND (R11)4. EASEMENT FOR WATER SUPPLY PURPOSES VARIABLE WIDTH (E12)5. EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (E13)6. POSITIVE COVENANT (E14)7. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT VARIABLE WIDTH (E15)8. EASEMENT FOR PADMOUNT SUBSTATION 3.55 WIDE (E16)9. EASEMENT FOR OVERHANG 0.5 WIDE (E17)10. EASEMENT TO DRAIN WATER VARIABLE WIDTH (E20)11. RESTRICTION ON THE USE OF LAND12. RIGHT OF CARRIAGEWAY OVER WHOLE LOT (E21)		
STREET ADDRESSES NOT AVAILABLE		
SURVEYOR'S REFERENCE: 16800-CP-C		

SURVEYOR'S REFERENCE: 16800-CP-C

PLAN FORM 6D (Community Annexure) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan


DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 5 sheets
PLAN OF SUBDIVISION OF LOT 72 D.P.1187236	Office Use Only <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">D.P.270758</div> (DOC.A)	
	Registered:	3.7.2014 Office Use Only

Subdivision Certificate No.: 14019 Date of Endorsement: 5 June 2014

Name of Development if any <div style="font-size: 1.2em; font-weight: bold;">KINGSFORD SMITH VILLAGE</div>	Address for service of notices RSL Lifecare Limited 90 Veterans Parade NARRABEEN 2101 NSW
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WARNING STATEMENT (Approved Form 7) This document shows an initial schedule of unit entitlements for the Community Scheme which is liable to be altered as the scheme is developed or on the completion of the scheme in accordance with the provisions of section 30 of the Community Lands Development Act, 1989. Any changes will be recorded on subsequent Administration Sheets	VALUER'S CERTIFICATE (Approved Form 9) I, <u>Simon Azor</u> of <u>Access Valuations Pty</u> being a Valuer registered under the Valuers Registration Act, 1975, certify that: *a) The Unit Entitlements shown in the schedule herewith are based upon valuations made by me on <u>11/12/2014</u> . *b) The Unit Entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on <u>11/12/2014</u> being the date of the original valuer's certificate lodged with the original initial schedule or the revised schedule. Signature: <u>[Signature]</u> Dated: <u>3/6/2014</u> <small>*strike through if inapplicable</small>
UPDATE NOTE (Approved Form 8) This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on <small>*strike through if inapplicable</small> <small>~ insert registration date of previous schedule</small>	

SCHEDULE OF UNIT ENTITLEMENTS					
SCHEDULE OF UNIT ENTITLEMENT			SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		8	103	
2	3790		9	89	
3	9		10	97	
4	3979		11	92	
5	92		12	81	
6	92		13	81	
7	94		14	81	
SURVEYOR'S REFERENCE: 16800-CP-C					

DEPOSITED PLAN ADMINISTRATION SHEET						Sheet 5 of 5 sheets
Registered:  3.7.2014			D.P.270758 (DOC.A)			
PLAN OF SUBDIVISION OF LOT 72 D.P.1187236			This sheet is for the provision of the following information as required: A schedule of lots and addresses - See 60(c) SSI Regulation 2012 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.			
Subdivision Certificate No.: 14019 Date of Endorsement: 5 June 2014						
SCHEDULE OF UNIT ENTITLEMENT			SCHEDULE OF UNIT ENTITLEMENT			
LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	
15	84		33	6		
16	92					
17	81		TOTAL	10 000		
18	81					
19	81					
20	78					
21	97					
22	92					
23	92					
24	92					
25	84					
26	84					
27	84					
28	84					
29	84					
30	16					
31	7					
32	1					
SURVEYOR'S REFERENCE: 16800-CP-C						

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED
(INCLUDING COVER SHEET)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP270758**

Plan of Subdivision of Lot 72 DP1187236
 covered by Subdivision Certificate No. 14019

Full name and address
 of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
 Level 7
 100 Edward Street
 BRISBANE 4000

ePlan (DOC.1)

(Sheet 1 of 11 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Easement for Padmount Substation 2.75 wide (E10)	1	Endeavour Energy
2	Restriction on the Use of Land (R10)	Pt.4, Pt. 1 & Pt.16 Designated (R10)	Endeavour Energy
3	Restriction on the Use of Land (R11)	Pt.4, Pt. 1 & Pt.16 Designated (R11)	Endeavour Energy
4	Easement for Water Supply Purposes variable width (E12)	1	Sydney Water Corporation
5	Easement for Access and Drainage Purposes variable width (E13)	1	Sydney Water Corporation
6	Positive Covenant (E14)	Pt.1 designated (E14)	Sydney Water Corporation
7	Easement for Underground Cables and Street Lighting Equipment variable width (E15)	1 & 3	Endeavour Energy
8	Easement for Padmount Substation 3.55 wide (E16)	4	Endeavour Energy

.....
 Authorised Person
 Hawkesbury Council

Ref: B16800-CP-C
 DP270758

Plan: **DP270758**

Plan of Subdivision of Lot 72 DP1187236
 covered by Subdivision Certificate No. **14019**

Full name and address
 of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
 Level 7
 100 Edward Street
 BRISBANE 4000

ePlan (DOC.1)
 (Sheet 2 of 11 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
9	Easement for Overhang 0.5 wide (E17)	4 5 6 10 11 12 13 18 19 20 21 24 25 26 27 28	5 6 7 11 12 13 14 17 18 19 20 25 26 27 28 29
10	Easement to Drain Water variable width (E20)	1	74/1187236
11	Restriction on the Use of Land	5-29 incl.	Hawkesbury Council
12	Right of Carriageway over whole lot (E21)	3	1



Authorised Person
 Hawkesbury Council

Plan: **DP270758**

Plan of Subdivision of Lot 72 DP1187236
covered by Subdivision Certificate No. *14019*

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

ePlan (DOC.1)

(Sheet 3 of 11 Sheets)

Part 2 (Terms)

1. **Terms of Easement for Padmount Substation 2.75 wide (E10) and 3.55 wide (E16) numbered one and eight in the abovementioned plan**

An Easement for Padmount Substation in the Terms as set out in Memorandum No. 9262886 lodged with Land and Property Information on behalf of Endeavour Energy (subject to changing Integral Energy Australia to Endeavour Energy in clause 5.1).

2. **Terms of Restriction on the Use of Land (R10) numbered two in the abovementioned plan**

- 2.1 No building shall be erected or permitted to remain within the restriction site unless:

2.1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120/ fire rating and

2.1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

- 2.2 The fire ratings mentioned in clause 2.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

- 2.3 Definitions:

2.3.1 "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural

.....
Authorised Person
Hawkesbury Council

Plan: **DP270758**

Plan of Subdivision of Lot 72 DP1187236
covered by Subdivision Certificate No. **14019**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

ePlan (DOC.1)

(Sheet 4 of 11 Sheets)

Part 2 (Terms)

adequacy/integrity failure/insulation failure calculated in accordance with
Australian Standard 1530

2.3.2 "building" means a substantial structure with a roof and walls and includes
any projections from the external walls

2.3.3 "erect" includes construct, install, build and maintain

2.3.4 "restriction site" means that part of the lot burdened affected by the restriction
on the use of land shown as (R10) on the plan.

**3. Terms of Restriction on the Use of Land (R11) numbered three in the abovementioned
plan**


No swimming pool or spa shall be erected or permitted to remain within the restricted
site.

3.1 Definitions:

3.1.1 "erect" includes construct, install, build and maintain

3.1.2 "restriction site" means that part of the lot burdened affected by the restriction on the
use of land shown as (R11) on the plan.

Ref: B16800-CP-C
DP270758


.....
Authorised Person
Hawkesbury Council

Plan: **DP270758**

Plan of Subdivision of Lot 72 DP1187236
covered by Subdivision Certificate No. **14019**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

ePlan (DOC.1)

(Sheet 5 of 11 Sheets)

Part 2 (Terms)

4. Terms of Easement for Water Supply Purposes variable width (E12) numbered four in the abovementioned plan

An Easement for Water Supply Purposes in the terms set out in Part 1 of Memorandum 5736755 filed in the Office of Land and Property Information.

5. Terms of Easement for Access and Drainage Purposes variable width (E13) numbered five in the abovementioned plan.

An Easement for Access and Drainage Purposes in the terms set out in Part 2 of Memorandum 5736755 filed in Land and Property Information.

The terms of this easement, are to be read in conjunction with the terms of the Easement for Water Supply Purposes and the Positive Covenant numbered four and six in the plan.

6. Terms of Positive Covenant (E14) numbered six in the abovementioned plan.

A Positive Covenant in the terms set out in Part 3 of Memorandum 5736755 filed in the Land and Property Information.

The terms of this Positive Covenant are to be read in conjunction with the terms of the Easement for Water Supply Purposes and the Easement for Access and Drainage Purposes numbered four and five in the plan.



Authorised Person
Hawkesbury Council

Plan: **DP270758**

Plan of Subdivision of Lot 72 DP1187236
covered by Subdivision Certificate No. 14019

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

ePlan (DOC.1)

(Sheet 6 of 11 Sheets)

Part 2 (Terms)

7. Terms of Easement for Underground Cables and Street Lighting Equipment variable width (E15) numbered seven in the abovementioned plan


7.1 The authority benefited may:

- 7.1.1 install electrical equipment within the easement site,
- 7.1.2 excavate the easement site to install the electrical equipment.
- 7.1.3 use the electrical equipment for the transmission of electricity,
- 7.1.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 7.1.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 7.1.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

7.2 In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

7.3 The owner agrees that it will not:

- 7.3.1 install or permit to be installed any services or structure within the easement site, or
- 7.3.2 alter the surface level of the easement site, or
- 7.3.3 do or permit to be done anything that restricts access to the easement site by the authority benefited without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

.....

Authorised Person
Hawkesbury Council

Plan: **DP270758**

Plan of Subdivision of Lot 72 DP1187236
covered by Subdivision Certificate No. **14019**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

ePlan (DOC.1)

(Sheet 7 of 11 Sheets)

Part 2 (Terms)

~~7.4 The authority benefited will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.~~

7.5 Definitions:-

- 7.5.1 authority benefited** means Endeavour Energy and its successors (who may exercise its rights by any persons authorised by it).
- 7.5.2 easement site** means that part of the lot burdened that is affected by this easement shown as (E15) on the plan.
- 7.5.3 electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, street light column, street light equipment and ancillary equipment.
- 7.5.4 install** includes construct, repair, replace, maintain, modify, use, and remove.
- 7.5.5 owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 7.5.6 services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 7.5.7 structure** includes building, wall, retaining wall, carport, swimming pool, driveway, and fixed plant or equipment; but excludes garden furniture and garden ornament.

Plan: **DP270758**

Plan of Subdivision of Lot 72 DP1187236
covered by Subdivision Certificate No. **14019**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

ePlan (DOC.1)

(Sheet 8 of 11 Sheets)

Part 2 (Terms)

8. Terms of Restriction on Use numbered eleven in the abovementioned plan.

The registered proprietor from time to time of the Burdened Lot covenants with Hawkesbury Council that the occupation of dwellings on the Burdened Lot is restricted to the following kinds of people:-

- (a) seniors or people who have a disability;
- (b) people who live within the same household with seniors or people who have a disability;
- (c) staff employed to assist in the administration of and provision of services to housing provided under the State Environmental Planning Policy (Housing for seniors or people with a disability) 2004.

Name of Authority empowered to release, vary or modify Easements and Positive Covenant numbered four, five and six in the abovementioned plan

Sydney Water Corporation.

Name of Authority empowered to release, vary or modify Easements and Restrictions numbered one, two, three, seven and eight in the abovementioned plan

Endeavour Energy.

Name of Authority empowered to release, vary or modify Restriction numbered eleven in the abovementioned plan

Hawkesbury Council.



Authorised Person
Hawkesbury Council

Plan: **DP270758**

Plan of Subdivision of Lot 72 DP1187236
covered by Subdivision Certificate No. 14019

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

ePlan (DOC.1)

(Sheet 9 of 11 Sheets)

Signed on behalf of Endeavour Energy
ABN 59 253 130 878 by its Attorney pursuant
to Power of Attorney Book 4640N^o 572
in the presence of:

Raymond Simmonds
Signature of Witness

Geoff Riethmuller
Signature of Attorney
Name: Geoff Riethmuller
Position: Network Property Mgr

Raymond Simmonds
Name of Witness

7 May 2014
Date of Execution

URS 13240

c/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Ref: B16800-CP-C
DP270758

[Signature]
Authorised Person
Hawkesbury Council

Plan: **DP270758**

Plan of Subdivision of Lot 72 DP1187236
covered by Subdivision Certificate No. **14019**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

ePlan (DOC.1)

(Sheet 10 of 11 Sheets)

Signed for Sydney Water Corporation
by its Attorneys

Gwendy Arnot - ^{Manager} Property services

Michael Zengovski - ^{Manager} Contaminated
Land Management Group

who hereby state at the time of executing this
instrument have no notice of the revocation of
the Power of Attorney Registered No. **54**
Book **4651** under the Authority of
which this instrument has been executed

Attorney

Attorney

Signature of Witness

Jessica Broderick

Name of Witness

1 Smith St Parramatta NSW 2124
Address of Witness

Authorised Person
Hawkesbury Council

Plan: **DP270758**

Plan of Subdivision of Lot 72 DP1187236
covered by Subdivision Certificate No. **14019**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000


ePlan (DOC.1)

(Sheet 11 of 11 Sheets)

Executed by BD NSW (MR) PROJECT
0007 Pty. Ltd. (ABN 54 123 888 773)
In accordance with Section 127 of the
Corporations Act, 2001.

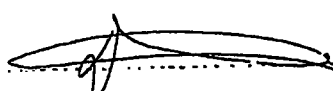

.....
Director/Company Secretary

HUGO MARSHALL DOUGLAS
.....
Name of Director/Company Secretary

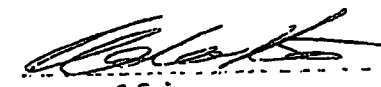

.....
Director

OLIVE DOUGLAS CONULTY
.....
Name of Director

NATIONAL AUSTRALIA BANK LIMITED
ACAS 004 000 937. PM LEVEL 3.
ATTORNEY UNDER POWER OF
ATTORNEY NO 710425749.


.....
NAME: ROD COHEN
LEVEL 20
100 CECIL ST
BRISBANE 24000.

Ref: B16800-CP-C
DP270758


SIGNATURE:
ANDREW CHARLES FLAHERTY
NAME:
SUITE 4, 8-10 CASTLEMEACH ST
PENRITH, NSW, 2750


.....
Authorised Person
Hawkesbury Council

REGISTERED



3.7.2014



SCHEDULE of LINES		
No	Heaven	Distance
7	340'10"25"	64

(#1) EASEMENT TO DRAIN WATER 3.5 WIDE
(#2) EASEMENT TO DRAIN WATER 1.5 WIDE
(#3) EASEMENT TO DRAIN WATER 1.5 WIDE
(#4) EASEMENT TO DRAIN WATER 1.5 WIDE
(#5) EASEMENT TO DRAIN WATER 1.5 WIDE
(#6) EASEMENT TO DRAIN WATER 1.5 WIDE
(#7) RIGHT OF ACCESS 5 WIDE
(#8) EASEMENT TO DRAIN WATER 5 WIDE
(#9) EASEMENT FOR PADMOUNT SUBSTATION 13.5% WIDE
(#10) RESTRICTION ON THE USE OF LAND
(#20) RESTRICTION ON THE USE OF LAND
(#3) EASEMENT FOR TELECOMMUNICATIONS CABLES 6.6 WIDE

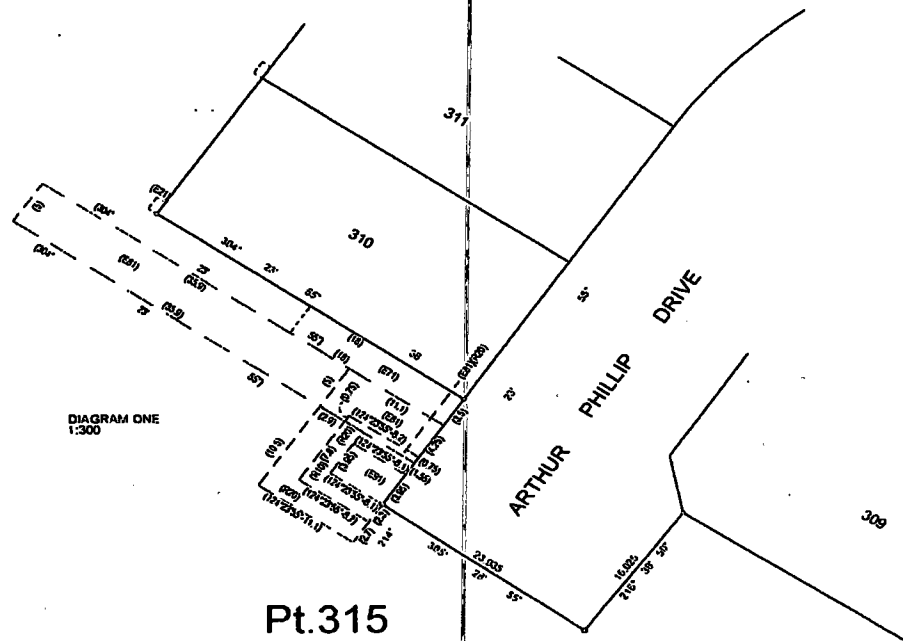
(#) RESTRICTION ON THE USE OF LAND (DP036363)
(#) IDENTIFIED BY:
- EASEMENT TO DRAIN WATER 1.2 WIDE (DP754274)
- EASEMENT TO DRAIN WATER 1.5 WIDE (DP102222)

Req:R575504 /Doc:DP 1199560 P /Rev:20-Apr-2016 /Sis:SC:OK /Pg:ALL /Pr:22-Apr-2016 07:34 /Seq:1 of 6

D.P.1199660



(E21) EASEMENT TO DRAIN WATER 1 SWDE
 (E71) RIGHT OF ACCESS 3 SWDE
 (E81) EASEMENT TO DRAIN WATER SWDE
 (E91) EASEMENT FOR PADMOUNT SUBSTATION 3 SWDE
 (K10) RESTRICTION ON THE USE OF LAND
 (K20) RESTRICTION ON THE USE OF LAND



Pt.315

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)					
M O A COORDINATES (GDA 94)					
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
TS3204	287 593 327	6 281 202 699	2A	0	SCIMS
GSM58016	286 658 014	6 282 025 650	B	2	SCIMS
GSM58018	286 620 141	6 281 055 143	C	4	SCIMS
GSM58062	285 042 231	6 281 035 719	B	2	SCIMS
PM46073	287 536 340	6 281 369 633	B	2	SCIMS
SSM181529	286 543 029	6 282 025 92	C	11A	CADASTRAL TRAVERSE
SSM181532	286 553 05	6 282 081 77	C	11A	CADASTRAL TRAVERSE
SSM181525	285 714 26	6 282 074 21	C	11A	CADASTRAL TRAVERSE

COMMONWEALTH SEA LEVEL AND SCALE FACTOR 1 (GDA94)
 SOURCE M.G.A. CO-ORDINATES ADOPTED FOR ESTABLISHED MARKS
 FROM S.C.I.M.S. 10 DECEMBER 2015

Surveyor: Ian Vincent Mays
 Plan: 1199660
 Date of Survey: 7th December, 2015
 Surveyor's Reference: 18500-3A-C2

PLAN OF SUBDIVISION OF
 LOT 300 D.P. 1199660

LGA: HAWKESBURY
 Locality: NORTH RICHMOND
 Subdivision No.: 16009

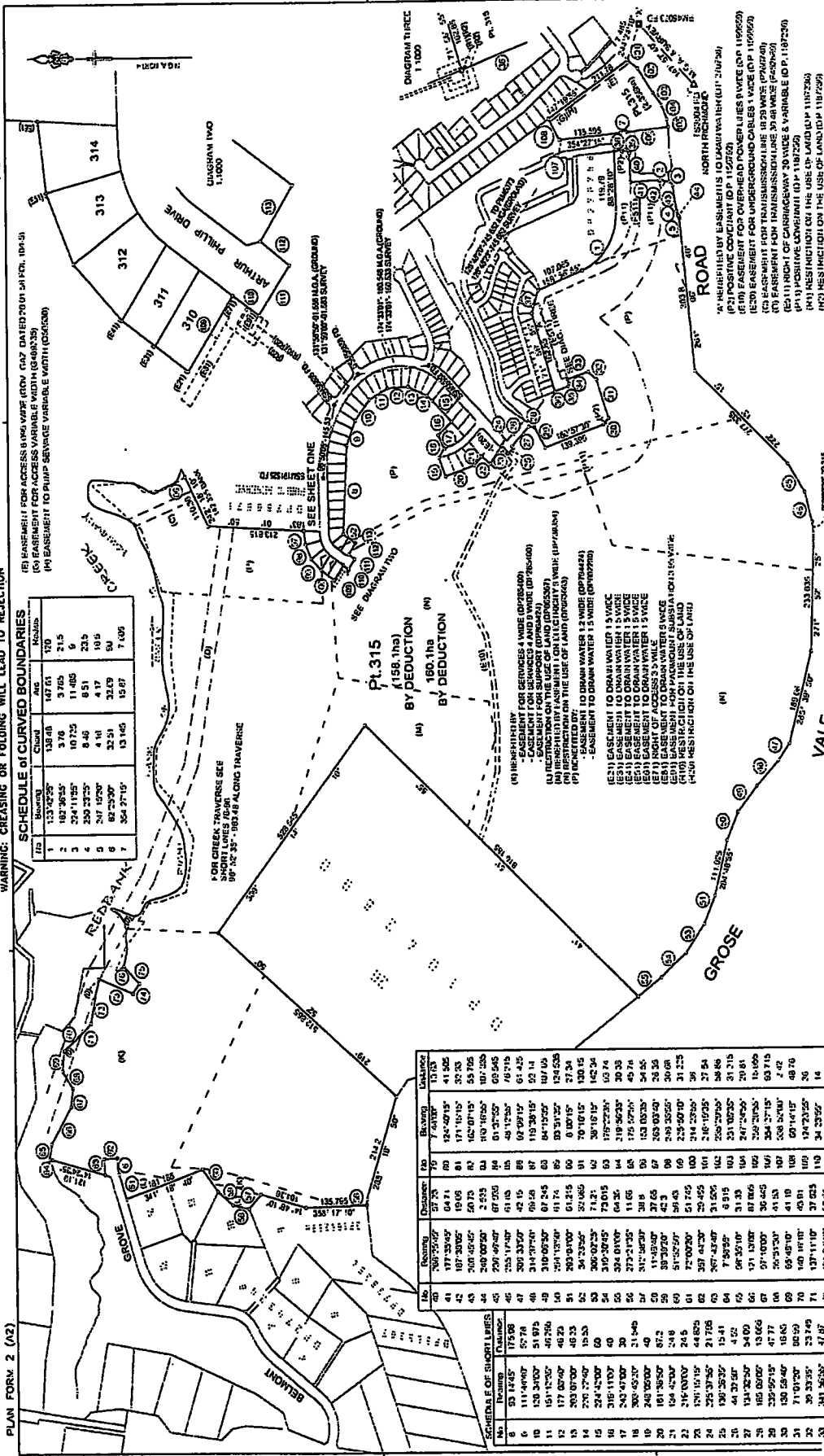
Lengths are in metres. Reduction Ratio: 1:500

Registered:

19.04.2016

D.P. 1199660

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF CURVED BOUNDARIES

Lot	Source	Chord	Area	Radius
1	123.42°25'	138.48	147.61	170
2	182.36°55'	3.78	3.78	21.5
3	224.11°55'	10.75	11.48	6
4	250.23°25'	8.48	8.51	23.5
5	247.15°20'	4.16	4.17	10.5
6	82.23°00'	22.34	22.34	9.5
7	354.27°15'	13.14	13.67	7.00

FOR OTHER TRAVERSE SEE
SHORT LINES - 180.48 ALONG TRAVERSE

PI. 315
(158.1ha)

BY DEDUCTION
(M)

BY DEDUCTION
(M)

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PLAN FORM 2 (A2)

Surveyor: Mr. Vincent A. P. ...
No. 2215/2016
Date of Survey: 20th November, 2016
Surveyor's Reference: 18903-3A-C2



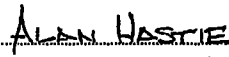

PLAN OF SUBDIVISION OF
LOT 300 DP 1199660


LCA: HAMMERSBURY
Locality: NORTH RICHMOND
Subdivision No.: 1008
1 metre = 1:1000
Reduction Ratio: 1:2500

19.04.2016

D.P.1199660

PLAN FORM 6(2013) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheets
Registered:  19.04.2016 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only	Office Use Only D.P.1199660
PLAN OF SUBDIVISION OF LOT 300 D.P.1199659	L G A: HAWKESBURY Locality: NORTH RICHMOND Parish: KURRAJONG County: COOK	
<p>Grown Lands NSW/Western Lands Office Approval</p> <p>I,in approving this plan certify Authorised Officer that all necessary approvals in regard to the allocation of the land shown hereon have been given.</p> <p>Signature Date:..... File No:..... Office:.....</p>	<p>Survey Certificate</p> <p>I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293. email: imyers@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on</p> <p>(b) The part of the land shown in the plan being ("being/excluding" LOTS 302-314 was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 1st DECEMBER, 2015, the part not surveyed was compiled in accordance with that Regulation.</p> <p>(c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation, 2012.</p> <p>Signature:  Dated: 7th December, 2015. Surveyor ID: 1682 Datum Line: (X-Y) PM46073 TO TS3904 Type: URBAN The terrain is level-undulating</p> <p>* Strike through if inapplicable. * Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p>Subdivision Certificate</p> <p> Authorised Person/General Manager/Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein</p> <p>Signature:  Accreditation Number: Consent Authority: <u>Hawkesbury City Council</u> Date of endorsement: <u>24 February 2016</u> Subdivision Certificate Number: <u>16009</u> File Number: <u>DA 0450114</u></p> <p>* strike through if inapplicable</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF ARTHUR PHILLIP DRIVE AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.</p>	<p>Plans used:- DP1199659</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		SURVEYOR'S REFERENCE: 16800-3A-C2

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheets
<p>Registered:  19.04.2016</p>	<p>Office Use Only</p> <p style="font-size: 24pt; font-weight: bold;">D.P.1199660</p>	
<p>PLAN OF SUBDIVISION OF LOT 300 D.P.1199659</p>	<p>This sheet is for the provision of the following information as required:</p> <p>A schedule of lots and addresses – See 60(c) SSI Regulation 2012</p> <p>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919.</p> <p>Signatures and seals – See 195D Conveyancing Act, 1919.</p> <p>Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.</p>	
<p>Subdivision Certificate No.: 16009</p> <p>Date of Endorsement: 24 February, 2016</p>		
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. EASEMENT TO DRAIN WATER 3.5 WIDE (E1) 2. RESTRICTION ON THE USE OF LAND 3. EASEMENT TO DRAIN WATER 1.5 WIDE (E21) 4. EASEMENT TO DRAIN WATER 1.5 WIDE (E31) 5. EASEMENT TO DRAIN WATER 1.5 WIDE (E41) 6. EASEMENT TO DRAIN WATER 1.5 WIDE (E51) 7. EASEMENT TO DRAIN WATER 1.5 WIDE (E61) 8. RIGHT OF ACCESS 3.5 WIDE (E71) 9. EASEMENT TO DRAIN WATER 5 WIDE (E81) 10. EASEMENT FOR PADMOUNT SUBSTATION 3.95 WIDE (E91) 11. RESTRICTION ON THE USE OF LAND (R10) 12. RESTRICTION ON THE USE OF LAND (R20) 13. EASEMENT FOR TELECOMMUNICATIONS CABLES 0.6 WIDE (E3) 14. POSITIVE COVENANT 15. POSITIVE COVENANT 16. RESTRICTION ON THE USE OF LAND 17. RESTRICTION ON THE USE OF LAND 		
<p>STREET ADDRESSES NOT AVAILABLE</p>		
<p>SURVEYOR'S REFERENCE: 16800-3A-C2</p>		


PLAN FORM 6A (2012)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheets

Registered:  19.04.2016	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 300 D.P.1199659	D.P.1199660	
Subdivision Certificate No.: 16009		
Date of Endorsement: 24 February 2016	This sheet is for the provision of the following information as required: A schedule of lots and addresses - See 60(c) SSI Regulation 2012 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.	

SIGNED ON BEHALF OF 3D NSW (MR) PROJECT 0007 PTY.LTD.
BY ITS DULY APPOINTED ATTORNEY BEING DULY AUTHORISED
IN THIS BEHALF (WHO BY THEIR EXECUTION WARRANT THAT
THEIR APPOINTMENT HAS NOT BEEN REVOKED) IN THE PRESENCE OF:



SIGNATURE OF WITNESS



SIGNATURE OF ATTORNEY

ANDREW FLAHERTY

NAME OF WITNESS

THOMAS DAMIEN BOYCE

NAME OF ATTORNEY

LEVEL 3:

8-10 CASTLEBRIDGE ST PENRITH,
ADDRESS OF WITNESS NSW 2750

POWER OF ATTORNEY

DATED: 14-10-2014
BOOK 4676 No. 327

National Australia Bank Limited ACN 004 044 937

Executed by its Level ...2... Attorney... MICHAEL SERGEANT

Under Power of Attorney No. 39 Book 4512

(by executing this instrument the Attorney states that the Attorney
has received no notice of revocation of the Power of Attorney)

Signature of Witness


NED HMEIDANI
ANALYST

NAB Corporate Property NSW

Name of Witness

255 George Street Sydney NSW 2000
Address of Witness

SURVEYOR'S REFERENCE: 16800-3A-C2

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1199660**

Plan of Subdivision of Lot 300 DP1199659 covered by Subdivision Certificate No. 16009

Full name and address of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
 Level 7
 100 Edward Street
 BRISBANE 4000

(Sheet 1 of 14 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.5 wide (E2) 3.5 (E1)	302	315
2	Restriction on the use of land	each lot except 315	every other lot except 315
3	Easement to drain water 1.5 wide (E21)	315	310
4	Easement to drain water 1.5 wide (E31)	315	311
5	Easement to drain water 1.5 wide (E41)	315	312
6	Easement to drain water 1.5 wide (E51)	315	313
7	Easement to drain water 1.5 wide (E61)	315	314
8	Right of access 3.5 wide (E71)	315	Hawkesbury Council
9	Easement to drain water 5 wide (E81)	315	Hawkesbury Council
10	Easement for Padmount substation 3.95 wide (E91)	315	Endeavour Energy
11	Restriction on the use of land (R10)	Pt. 315	Endeavour Energy
12	Restriction on the use of land (R20)	Pt. 315	Endeavour Energy

Authorised Person
 Hawkesbury Council

Ref: B16800-3A-C2
 DP1199660

Authorised person BD NSW (MR) PROJECT
 Legal/45188888_5

Plan: **DP1199660**

ePlan
Plan of Subdivision of Lot 300 DP1199659
covered by Subdivision Certificate No. **16009**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 2 of 14 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
13	Easement for telecommunications cables 0.6 wide (E3)	302-312 ⁴ incl.	NBN Co Limited
14	Positive Covenant	302-314 incl	Hawkesbury Council
15	Positive Covenant	302-314 incl	Hawkesbury Council
16	Restriction on the use of land	each lot except 315	every other lot except 315
17	Restriction on the use of land	310-314 incl	Hawkesbury Council

Ref: B16800-3A-C2
DP1199660

Authorised person BD NSW (MR) PROJECT
Legal\45188888_5

Authorised Person
Hawkesbury Council

Plan: **DP1199660**

ePlan
Plan of Subdivision of Lot 300 DP1199659
covered by Subdivision Certificate No. **16009**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 3 of 14 Sheets)

Part 2 (Terms)

1. Terms of Restriction on the Use of Land numbered two in the abovementioned plan.

1.1 Building

No building shall be erected or permitted to remain erected on each lot burdened without the prior written consent of the Developer to the plans and specifications for the building which consent shall not be withheld if:

- (a) The plans and specifications have attached to it a report from a registered surveyor, architect, building designer or licensed builder certifying that on completion in accordance with the plans and specifications, the proposed building will comply with the DCP, and the Redbank Design and Landscape Guidelines; and
- (b) the Developer in its absolute discretion considers that the plans substantially comply with the DCP and the Redbank Design and Landscape Guidelines.

1.2 Alterations

No alterations or additions may be made to any lot or any change to any building erected on any lot altering its colour, the materials used in its construction or the façade which does not comply with the requirements of the DCP and the Design and Landscape Guidelines. Nothing in this restriction shall prevent any work in the nature of repair or refurbishing that is consistent with the original construction.

1.3 Display Homes.

No building shall be erected on a burdened lot or permitted to remain on a burdened lot which is used or intended to be used as a Display Home, other than by the Developer, or with the approval of the Developer (which approval will be given or withheld in the Developer's absolute discretion.)

Ref: B16800-3A-C2
DP1199660

Authorised person **BD NSW (MR) PROJECT**
Legal\4518888_5

Authorised Person
Hawkesbury Council

Plan: **DP1199660**

ePlan
Plan of Subdivision of Lot 300 DP1199659
covered by Subdivision Certificate No. **16009**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 4 of 14 Sheets)

Part 2 (Terms)

1.4 Definitions:

- (a) **"BD NSW"** means BD NSW (MR) Project O007 Pty Ltd (ABN 46 828 720 644).
- (b) **"Developer"** means BD NSW and its successors in title to the Estate to which BD NSW assigns the benefit of this Restriction on use, provided the successor in title has notified the other proprietors in the Estate that it is the "Developer" for the purposes of this Restriction of Use.
- (c) **"Display Home"** means a structure, usually a house, which is used to market or sell houses of the same or a similar type and which is intended to show what living space and features of houses are available to be built in the Estate or elsewhere.
- (i) **"Estate"** means all of the land comprised in the estate known as "Redbank" being the land more particularly described in Certificate of Title 74/1187236, as it may be subdivided from time to time.
- (ii) **"Redbank Design and Landscape Guidelines"** shall mean the Redbank Design and Landscape Guidelines relevant to the burdened lot issued under the name of 'North Richmond Joint-Venture - Redbank Development (Belmont); and

"DCP" means the Hawkesbury Council Development Control Plan 2002, as it may be amended from time to time.

1.5 This Restriction on Use was required to be imposed by Hawkesbury Council.

Ref: B16800-3A-C2
DP1199660

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Legal/4518888_5

Authorised Person
Hawkesbury Council

Plan: **DP1199660**

ePlan
Plan of Subdivision of Lot 300 DP1199659
covered by Subdivision Certificate No. **16009**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 5 of 14 Sheets)

Part 2 (Terms)

2. **Terms of Easement for Padmount Substation 3.95 wide (E91) numbered ten in the abovementioned plan**

An Easement for Padmount Substation in the Terms as set out in Memorandum No. AK104621 lodged with Land and Property Information on behalf of Endeavour Energy.

3. **Terms of Restriction on the Use of Land (R10) numbered eleven in the abovementioned plan**

- 3.1 No building shall be erected or permitted to remain within the restriction site unless:

3.1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and

3.1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

- 3.2 The fire ratings mentioned in clause 3.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

- 3.3 Lessee of Endeavour Energy's Distribution System

3.3.1. Notwithstanding any other provision in this restriction on the use of land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may,

.....
Authorised Person
Hawkesbury Council

Ref: B16800-3A-C2
DP1199660

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Legal/4518888_5

Plan: **DP1199660**

ePlan
Plan of Subdivision of Lot 300 DP1199659
covered by Subdivision Certificate No. **16009**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 6 of 14 Sheets)

Part 2 (Terms)

without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

3.3.2. The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

3.4 Definitions:

3.4.1 "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530

3.4.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls

3.4.3 "erect" includes construct, install, build and maintain

3.4.4 "restriction site" means that part of the lot burdened affected by the restriction on the use of land shown as (R10) on the plan.

4. Terms of Restriction on the Use of Land (R20) numbered twelve in the abovementioned plan

4.1 No swimming pool or spa shall be erected or permitted to remain within the restricted site.

Ref: B16800-3A-C2
DP1199660

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Legal/45188888_5

.....
Authorised Person
Hawkesbury Council

Plan: **DP1199660**

Plan of Subdivision of Lot 300 DP1199659
covered by Subdivision Certificate No. **16009**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 7 of 14 Sheets)

Part 2 (Terms)

4.2 Lessee of Endeavour Energy's Distribution System

4.2.1 Notwithstanding any other provision in this restriction on the use of land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

4.2.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

4.3 Definitions:

4.3.1 "erect" includes construct, install, build and maintain

4.3.2 "restriction site" means that part of the lot burdened affected by the restriction on the use of land shown as (R20) on the plan.

5. Terms of Easement for telecommunications cables 0.6 wide (E3) numbered thirteen in the abovementioned plan

5.1 NBN Co Limited (ACN 136 533 741) (NBN Co) may:

(a) install underground optic fibre cable and transmit data through the optic fibre cable through each lot burdened, but only within the site of this easement ("the Conduit"); and

(b) do anything reasonably necessary for that purpose, including:
(i) entering the lot burdened;

.....
Authorised Person
Hawkesbury Council

Ref: B16800-3A-C2
DP1199660

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LegnU-518NRRR_5

Plan: **DP1199660**

ePlan
Plan of Subdivision of Lot 300 DP1199659
covered by Subdivision Certificate No. 16009

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 8 of 14 Sheets)

Part 2 (Terms)

- (ii) taking anything on to the lot burdened;
- (iii) carrying out work, such as constructing, placing, replacing, varying, adding, removing, repairing or maintaining poles, wires, conduits and equipment within the site of this easement;
- (iv) removing any trees or vegetation that is reasonably deemed to be obstructing the operation of or access to any equipment contained within the site of the easement

5.2 In exercising those powers, NBN Co must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on them;
- (d) restore the lot burdened as nearly as is practicable to its former condition, excluding any restoration of fair wear and tear and/or damaged caused by acts beyond the reasonable control of NBNCo; and
- (e) make good any collateral damage.

5.3 The owner of the lot burdened must not:

- (a) interfere with the Conduit or allow anything to interfere, obstruct, damage or destroy the Conduit or obstruct NBNCo exercising its rights under the easement; or
- (b) use the site of this easement or any other part of the lot burdened in a way which may detrimentally affect the Conduit; or
- (c) alter the existing ground level contained within or place any building or structure within the site of the easement without NBNCo's prior consent.

6. Terms of Positive Covenant numbered fourteen in the abovementioned plan.

Any dwelling constructed on the lot hereby burdened must have a minimum of 50% of the roof area drained to a rainwater tank(s). The rainwater tanks are to have a minimum capacity of 3000 litres and be plumbed for at least one domestic internal use (toilet flushing and/or laundry use). Any rainwater tank over flows, roof and hardstand areas of

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Hawkesbury Council

Ref: B16800-3A-C2
DP1199660

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Plan: **DP1199660**

ePlan
Plan of Subdivision of Lot 300 DP1199659
covered by Subdivision Certificate No. **16009**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 9 of 14 Sheets)

Part 2 (Terms)

future development on the lot burdened must be connected to a suitable on site storm water disposal/infiltration system.

7. Terms of Positive Covenant numbered fifteen in the abovementioned plan.

At the issue of Subdivision Certificate and in perpetuity the entire property (lot 1) shall be managed as Inner Protection Areas (IPA) as outlined within Section 4.1.3 and Appendix 5 of "Planning for Bush Fire Protection 2006" and the NSW Rural Fire Service's document "Standards for Asset Protection Zones".

8. Terms of Restriction on the Use of Land numbered sixteen in the abovementioned plan.

The owner of the lot burdened may not subdivide the lot burdened despite a smaller lot size being permitted by the DCP.

9. Terms of Restriction on the Use of Land numbered seventeen in the abovementioned plan.

No fence shall be constructed or permitted to remain on the boundary designated 'x'-'y'-'z' in the abovementioned plan unless such fence is a plain post and wire fence.

Name of Authority empowered to release, vary or modify Easements numbered eight, nine, fourteen, fifteen in the abovementioned plan

Hawkesbury Council.

Name of Authority empowered to release, vary or modify Easements and Restrictions numbered ten, eleven, and twelve in the abovementioned plan

Endeavour Energy.

Ref: B16800-3A-C2
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.....
Authorised Person
Hawkesbury Council

Plan: **DP1199660**

ePlan
Plan of Subdivision of Lot 300 DP1199659
covered by Subdivision Certificate No. 16009

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 10 of 14 Sheets)
Name of Authority empowered to release, vary or modify Easement numbered thirteen in the
abovementioned plan

~~NBN-Co-Limited.~~

Name of Authority empowered to release, vary or modify Restriction numbered one

The Developer until the later of:

- (a) the date being five years from the date of registration of the plan to which this
instrument relates; and
- (b) the date on which the Developer ceases to own a lot within the Estate to which this
instrument relates,

and thereafter Hawkesbury Council.

Ref: B16800-3A-C2
DP1199660

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Legal/45188888

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Authorised Person
Hawkesbury Council

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919. ^{ePlan}

Plan: **DP1199660**

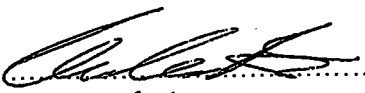
Plan of Subdivision of Lot 300 DP1199659
covered by Subdivision Certificate No. **16009**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

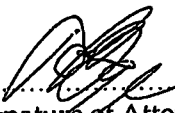
(Sheet 11 of 14 Sheets)

Signed on behalf of BD NSW (MR) PROJECT
O007 Pty. Ltd. By its duly authorised Attorney
being duly authorised in this behalf (who by
their execution warrant that their appointment
Has not been revoked) in the presence of:-


Signature of witness


ANDREW FUHERTY
Name of witness

8-10 CASTLEREACH STREET, PENRITH,
Address of witness **NSW 2750**


Signature of Attorney

THOMAS DAMIEN BOYCE
Name of Attorney

Power of Attorney
dated: **14-10-2014**
Book **4676** No. **327**


Authorised Person
Hawkesbury Council

Plan: **DP1199660**

ePlan
Plan of Subdivision of Lot 300 DP1199659
covered by Subdivision Certificate No. **16009**

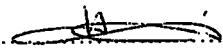
Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 12 of 14 Sheets)

Signed on behalf of Endeavour Energy
ABN 59 253 130 878 by its Attorney pursuant
to Power of Attorney Book 4693 No 329
in the presence of:


Signature of Witness


Signature of Attorney
Name: **Helen Smith**
Position: **Manager Property & Fleet**

Deborah Pears
Name of Witness

15 FEBRUARY 2016
Date of Execution

Ref: **URS16032**

c/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

.....
Authorised Person
Hawkesbury Council

Ref: B16800-3A-C2
DP1199660

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Authorised person BD NSW (MR) PROJECT
Legs/4518888K_S

Plan: **DP1199660**

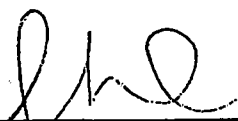
Full name and address
of the owner of the land:

ePlan
Plan of Subdivision of Lot 300 DP1199659
covered by Subdivision Certificate No. 16009

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

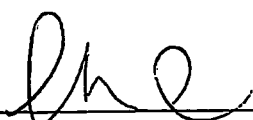
(Sheet 13 of 14 Sheets)

Executed by NBN Co Limited ACN 136 533 741 by
its duly appointed attorneys pursuant to Power of
Attorney dated 19 May 2015 registered Book 4689
No. 895, in the presence of:


Signature of Witness

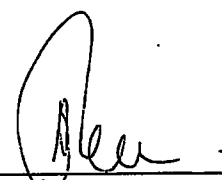
Cheryl Nomarkhan
Name of Witness

Level 11, 100 Arthur St,
Address of Witness North Sydney


Signature of Witness

Cheryl Nomarkhan
Name of Witness

Level 11, 100 Arthur St, North
Address of Witness Sydney


Signature of Attorney

ANDREW KENNEL
Name of Attorney

TIER 4 ATTORNEY
Tier and Position Title of Attorney SENIOR MANAGER, FACILITIES.


Signature of Attorney

Graham Millett
Name of Attorney GM Facilities & Fleet
Tier 3 Attorney

Tier and Position Title of Attorney

Ref: B16800-3A-C2
DP1199660

Authorised person BD NSW (MR) PROJECT
Legal/4518888_5

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Authorised Person
Hawkesbury Council

Plan: **DP1199660**

ePlan
Plan of Subdivision of Lot 300 DP1199659
covered by Subdivision Certificate No. **16009**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 14 of 14 Sheets)

National Australia Bank Limited ACN 004 044 937

Executed by its Level 2 Attorney MICHAEL SERKENT

Under Power of Attorney No 39 BOOK 4512

this 26th Day of FEBRUARY 2016.

(By executing this instrument the Attorney states that the Attorney has
received no notice of the revocation of the Power of Attorney)

(Signature of Witness)

NED HMEIDAN
ANALYST

NAB Corporate Property NSW

(Name of Witness)

155 George Street Sydney NSW 2000
(Address of Witness)

Ref: B16800-3A-C2
DP1199660

Authorised person BD NSW (MR) PROJECT
Legal/45188888_5

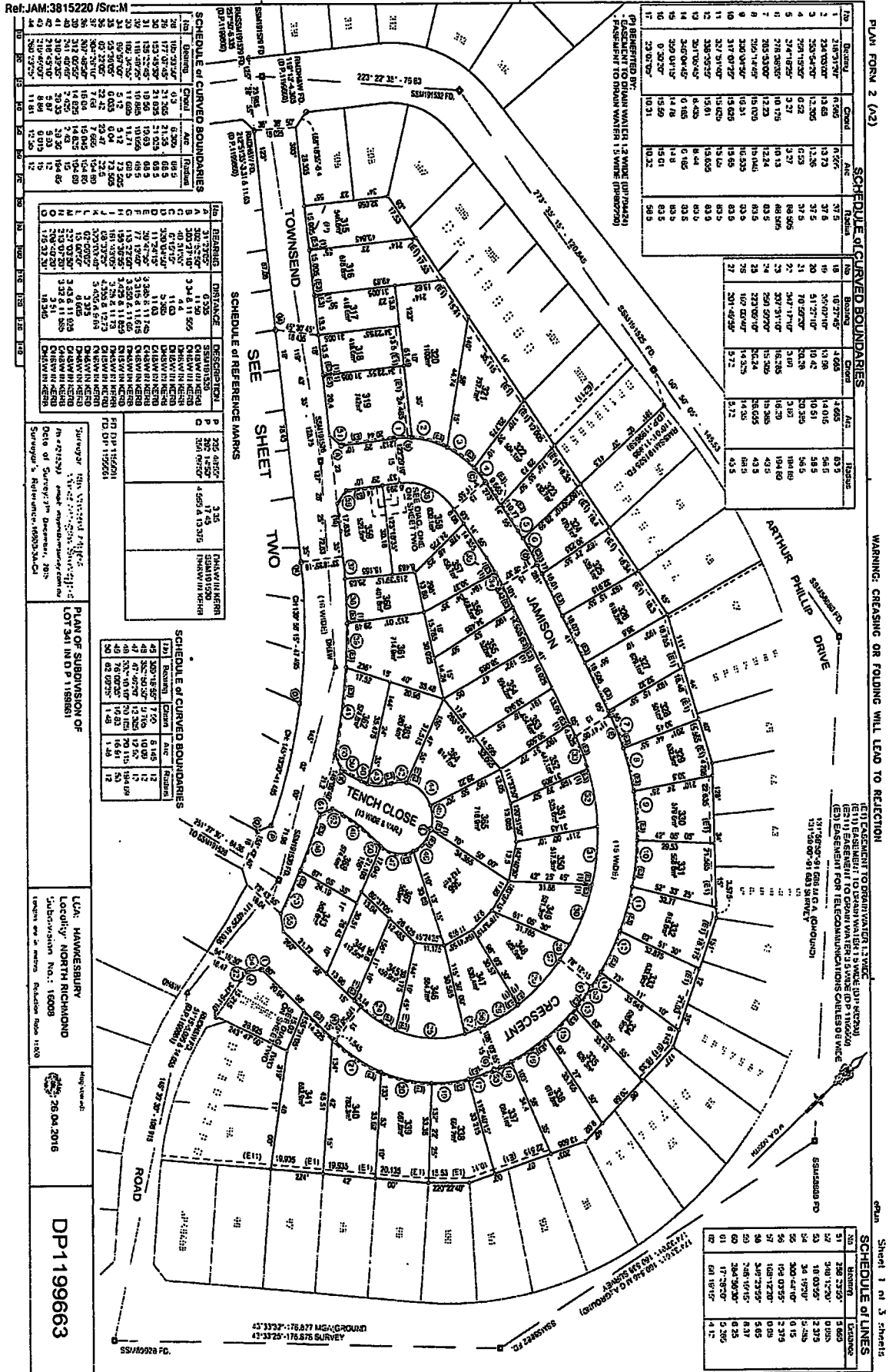
Authorised Person
Hawkesbury Council

REGISTERED



19.04.2016

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SCHEDULE OF CURVED BOUNDARIES

Sta	Bearing	Dist	Area	Notes
1	218°31'47"	1.666	0.000	
2	230°54'47"	1.366	0.000	
3	230°54'47"	1.366	0.000	
4	230°54'47"	1.366	0.000	
5	230°54'47"	1.366	0.000	
6	230°54'47"	1.366	0.000	
7	230°54'47"	1.366	0.000	
8	230°54'47"	1.366	0.000	
9	230°54'47"	1.366	0.000	
10	230°54'47"	1.366	0.000	
11	230°54'47"	1.366	0.000	
12	230°54'47"	1.366	0.000	
13	230°54'47"	1.366	0.000	
14	230°54'47"	1.366	0.000	
15	230°54'47"	1.366	0.000	
16	230°54'47"	1.366	0.000	
17	230°54'47"	1.366	0.000	

SCHEDULE OF CURVED BOUNDARIES

Sta	Bearing	Dist	Area	Notes
18	18°37'45"	1.666	0.000	
19	56°09'47"	1.366	0.000	
20	51°37'10"	1.366	0.000	
21	70°59'20"	1.366	0.000	
22	34°17'10"	1.366	0.000	
23	30°31'10"	1.366	0.000	
24	250°52'00"	1.366	0.000	
25	223°00'10"	1.366	0.000	
26	100°00'00"	1.366	0.000	
27	201°48'50"	1.366	0.000	

SCHEDULE OF LINES

Sta	Bearing	Dist	Area	Notes
28	230°54'47"	1.366	0.000	
29	230°54'47"	1.366	0.000	
30	230°54'47"	1.366	0.000	
31	230°54'47"	1.366	0.000	
32	230°54'47"	1.366	0.000	
33	230°54'47"	1.366	0.000	
34	230°54'47"	1.366	0.000	
35	230°54'47"	1.366	0.000	
36	230°54'47"	1.366	0.000	
37	230°54'47"	1.366	0.000	
38	230°54'47"	1.366	0.000	
39	230°54'47"	1.366	0.000	
40	230°54'47"	1.366	0.000	
41	230°54'47"	1.366	0.000	
42	230°54'47"	1.366	0.000	

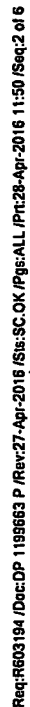
Sta	Bearing	Dist	Area	Notes
43	230°54'47"	1.366	0.000	
44	230°54'47"	1.366	0.000	
45	230°54'47"	1.366	0.000	
46	230°54'47"	1.366	0.000	
47	230°54'47"	1.366	0.000	
48	230°54'47"	1.366	0.000	
49	230°54'47"	1.366	0.000	
50	230°54'47"	1.366	0.000	
51	230°54'47"	1.366	0.000	
52	230°54'47"	1.366	0.000	
53	230°54'47"	1.366	0.000	
54	230°54'47"	1.366	0.000	
55	230°54'47"	1.366	0.000	
56	230°54'47"	1.366	0.000	
57	230°54'47"	1.366	0.000	
58	230°54'47"	1.366	0.000	
59	230°54'47"	1.366	0.000	
60	230°54'47"	1.366	0.000	

Sta	Bearing	Dist	Area	Notes
61	230°54'47"	1.366	0.000	
62	230°54'47"	1.366	0.000	
63	230°54'47"	1.366	0.000	
64	230°54'47"	1.366	0.000	
65	230°54'47"	1.366	0.000	
66	230°54'47"	1.366	0.000	
67	230°54'47"	1.366	0.000	
68	230°54'47"	1.366	0.000	
69	230°54'47"	1.366	0.000	
70	230°54'47"	1.366	0.000	
71	230°54'47"	1.366	0.000	
72	230°54'47"	1.366	0.000	
73	230°54'47"	1.366	0.000	
74	230°54'47"	1.366	0.000	
75	230°54'47"	1.366	0.000	
76	230°54'47"	1.366	0.000	
77	230°54'47"	1.366	0.000	
78	230°54'47"	1.366	0.000	
79	230°54'47"	1.366	0.000	
80	230°54'47"	1.366	0.000	

PLAN OF SUBDIVISION OF LOT 341 IN DP 1199663

LOCALITY: NORTH RICHMOND

DP1199663



PLAN FORM 2 (A2)

SCHEDULE OF LINES

No	Bearing	Distance
1	334° 01' 00"	84.35
2	275° 22' 00"	11.09
3	350° 17' 10"	135.795
4	14° 46' 10"	104.24
5	317° 50' 30"	30.8
6	11° 48' 40"	37.65
7	39° 59' 20"	47.3
8	51° 32' 50"	56.43
9	72° 03' 20"	51.745
10	357° 44' 20"	29.405
11	291° 43' 40"	31.505
12	14° 24' 35"	121.10
13	7° 59' 55"	6.515
14	09° 35' 10"	31.33
15	121° 13' 00"	87.005
16	07° 10' 00"	36.445
17	35° 51' 30"	41.53
18	05° 49' 10"	41.10
19	140° 10' 10"	43.01
20	137° 11' 10"	37.525
21	101° 24' 10"	50.64
22	201° 10' 50"	63.07
23	125° 58' 05"	25.1
24	44° 12' 40"	46.705
25	237° 39' 50"	20.15
26	110° 13' 10"	51.39
27	130° 37' 20"	60.31
28	7° 44' 10"	13.63
29	124° 40' 15"	41.505
30	171° 15' 15"	32.33
31	102° 07' 15"	55.705
32	100° 10' 55"	107.325
33	61° 37' 55"	69.545
34	48° 12' 55"	76.215
35	07° 30' 15"	61.425
36	119° 30' 15"	52.14
37	84° 15' 30"	107.05
38	83° 51' 35"	124.505
39	8° 07' 15"	27.34
40	70° 10' 15"	130.15
41	38° 15' 15"	142.34
42	170° 22' 35"	93.74
43	215° 56' 35"	30.30
44	110° 52' 50"	45.78
45	153° 05' 35"	54.55
46	242° 18' 10"	110.36
47	205° 08' 40"	25.35
48	248° 38' 55"	30.68
49	275° 10' 10"	31.25
50	214° 23' 50"	18
51	214° 23' 50"	16
52	124° 23' 50"	36
53	214° 23' 50"	95.78
54	124° 23' 50"	70
55	214° 23' 50"	24.34
56	125° 18' 15"	14.12
57	127° 10' 30"	17.845
58	131° 54' 45"	21.265
59	157° 10' 20"	19.365
60	141° 40' 20"	20.38
61	140° 34' 05"	10.3
62	50° 59' 00"	32.395
63	161° 38' 50"	14.03
64	134° 42' 00"	24.8
65	219° 10' 00"	24.5
66	120° 12' 15"	44.629
67	235° 30' 55"	21.756
68	150° 28' 50"	10.41
69	44° 30' 50"	4.52
70	134° 32' 50"	54.60

SCHEDULE of LINES

No	Bearing	Distance
1	185° 00' 00"	13.050
2	230° 50' 15"	47.77
3	100° 57' 30"	139.395
4	130° 58' 00"	16.215
5	71° 01' 20"	88.150
6	34° 33' 30"	23.740
7	341° 50' 55"	47.67
8	251° 50' 55"	9.155
9	250° 18' 00"	5.725
10	340° 34' 00"	31.51
11	108° 10' 35"	47.97
12	158° 50' 55"	107.065
13	88° 29' 10"	110.79
14	173° 39' 20"	25.560
15	210° 12' 40"	11.60
16	258° 29' 45"	37.35
17	177° 25' 45"	64.71
18	187° 38' 05"	10.00
19	200° 45' 45"	50.73
20	249° 00' 00"	2.535
21	250° 46' 40"	67.535
22	229° 17' 40"	91.39
23	202° 33' 20"	22.345
24	305° 33' 50"	60.58
25	314° 37' 50"	67.245
26	310° 08' 50"	81.74
27	234° 13' 50"	111.029
28	263° 04' 00"	41.215
29	354° 27' 15"	83.715
30	503° 02' 25"	71.21
31	310° 30' 40"	73.015
32	218° 19' 35"	27.54
33	235° 29' 55"	58.88
34	231° 05' 55"	31.215
35	247° 14' 50"	28.91
36	266° 26' 55"	15.655
37	328° 52' 00"	3.42
38	60° 14' 15"	48.78
39	125° 37' 55"	51.99
40	120° 19' 15"	55.375
41	121° 24' 40"	31.125
42	137° 15' 00"	18.505

SCHEDULE of CURVED BOUNDARIES

No	Bearing	Chord	Area	Radius
1	62° 25' 30"	27.51	32.96	93
2	123° 42' 30"	133.48	147.61	120
3	182° 36' 30"	3.78	3.160	21.5
4	224° 11' 25"	10.725	11.425	9
5	260° 23' 25"	8.46	8.51	23.5
6	247° 15' 20"	4.16	4.17	16.5
7	354° 27' 15"	13.145	15.67	7.605

Surveyor: *[Signature]*
[Name]
 Date of Survey: 2nd December, 2015
 Surveyor's Reference: 16900-3A-C4

PLAN OF SUBDIVISION OF
 LOT 341 D.P. 1199661

LCA: HAWKESBURY
 Locality: NORTH RICHMOND
 Subdivision No.: 16008
 Images are in metres Reduction Ratio 1:5000

Registered:
 26.04.2016

DP1199663

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 3 sheets

- (E21) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1199660)
- (E23) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1199660)
- (E411) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1199660)
- (E51) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1199660)
- (E61) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1199660)
- (E71) RIGHT OF ACCESS 3.5 WIDE (D.P. 1199660)
- (E81) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1199660)
- (E83) EASEMENT FOR PADMOUNT SUBSTATION 3.0 WIDE (D.P. 1199660)
- (R10) RESTRICTION ON THE USE OF LAND (D.P. 1199660)
- (R20) RESTRICTION ON THE USE OF LAND (D.P. 1199660)
- (P3) POSITIVE COVENANT

- (E) EASEMENT FOR ACCESS 6.05 WIDE (GOV. C.A.2. DATED 27.01.54 FOR 164.3)
- (K) EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 1199660)
- (N) EASEMENT TO PUMP SEWAGE VARIABLE WIDTH (D.P. 1199660)

- (K) BENEFITED BY:
 - EASEMENT FOR SERVICES 4 WIDE (D.P. 285400)
 - EASEMENT FOR SERVICES 4 AND 5 WIDE (D.P. 285400)
 - EASEMENT FOR SUPPLY (D.P. 285400)
- (L) NO-STRICH ON THE USE OF LAND (D.P. 1199660)
- (M) IDENTIFIED BY EASEMENT FOR ELECTRICITY 8 WIDE (D.P. 1199660)
- (N) RESTRICTION ON THE USE OF LAND (D.P. 1199660)
- (P) BENEFITED BY:
 - PADMOUNT 13 DRAIN WITH 1.2 WIDE (D.P. 1199660)
 - EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1199660)

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 8(1)


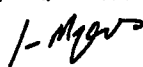
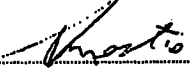
IN G A CO-ORDINATES (ZONE 56)


MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
TS2004	707 593 537	6 281 307 606	94	0	SCIMS
SSM458866	286 069 814	6 281 025 094	B	2	SCIMS
SSM458869	286 020 981	6 281 565 563	C	4	SCIMS
PW46073	287 532 340	6 281 384 830	R	2	SCIMS
SSM358002	286 942 231	6 281 825 710	B	2	SCIMS
SSM466210	286 120 337	6 281 787 523	H	2	SCIMS
SSM458869	286 784 903	6 281 674 739	C	4	SCIMS
SSM101525	286 714 70	6 282 074 21	C	NA	CADASTRAL TRAVERSE
SSM101527	286 682 69	6 281 962 64	C	NA	
SSM101528	286 682 69	6 281 962 64	C	NA	
SSM101529	286 671 53	6 281 832 60	C	NA	
SSM101530	286 640 83	6 282 625 92	C	NA	
SSM101531	286 791 57	6 281 838 92	C	NA	
SSM101532	286 450 78	6 281 565 15	C	NA	
SSM101533	286 253 63	6 282 061 77	C	NA	


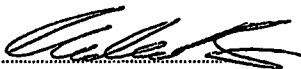

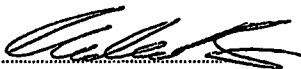

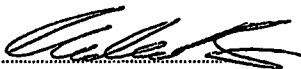




CONDICED SEA LEVEL AND SCALE FACTOR 1 600 50
 SOURCE: IN G A CO-ORDINATES ADAPTED FROM ESTABLISHED MARKS
 FROM S.C.I.M.S. 10 DECEMBER 2015

- (A) BENEFITED BY EASEMENTS TO DRAIN WATER 1.5 WIDE (D.P. 1199660)
- (P3) POSITIVE COVENANT (D.P. 1199660)
- (E10) EASEMENT FOR OVERHEAD POWER LINES 1 WIDE (D.P. 1199660)
- (E20) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (D.P. 1199660)
- (E30) EASEMENT FOR TRANSMISSION LINES 1.25 WIDE (D.P. 1199660)
- (E40) EASEMENT FOR TRANSMISSION LINES 3.0 WIDE (D.P. 1199660)
- (E51) RIGHT OF CARRIAGEWAY 20 WIDE & VARIABLE (D.P. 1199660)
- (P11) POSITIVE COVENANT (D.P. 1199660)
- (R1) RESTRICTION ON THE USE OF LAND (D.P. 1199660)
- (R2) RESTRICTION ON THE USE OF LAND (D.P. 1199660)

PLAN FORM 6(2013) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheets
Registered:  26.04.2016 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only	Office Use Only DP1199663
PLAN OF SUBDIVISION OF LOT 341 IN D.P.1199661	L G A: HAWKESBURY Locality: NORTH RICHMOND Parish: KURRAJONG County: COOK	
Grown Lands NSW/Western Lands Office Approval I, in approving this plan certify Authorised Officer that all necessary approvals in regard to the allocation of the land shown hereon have been given. Signature Date: File No: Office:	Survey Certificate I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293, email: imyers@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that: (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on (b) The part of the land shown in the plan being ("being/excluding" LOTS 315-341 was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 24 FEBRUARY 2016, the part not surveyed was campied in accordance with that Regulation. (c) The land shown in the plan was campied in accordance with the Surveying and Spatial Information Regulation, 2012. Signature:  Dated: 7th December, 2015. Surveyor ID: 1682 Datum Line: ("X-Y") PM46073 TO TS3904 Type: URBAN The terrain is level-undulating * Strike through if inapplicable. * Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	
Subdivision Certificate I, <u>ALAN HASTIE</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein Signature:  Accreditation Number Consent Authority <u>Hawkesbury City Council</u> Date of endorsement <u>24 February 2016</u> Subdivision Certificate Number <u>16008</u> File Number <u>DA 0471/14</u> * strike through if inapplicable		
Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE THE EXTENSIONS OF ARTHUR PHILLIP DRIVE, TOWNSEND ROAD AND JAMISON CRESCENT, TENCH CLOSE, STAPYLTON STREET AND THE SPLAY CORNERS TO THE PUBLIC AS PUBLIC ROAD.	Plans used:- DP1199661 If space is insufficient continue on PLAN FORM 6A	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	SURVEYOR'S REFERENCE: 16800-3A-C4	

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheets
Registered:  26.04.2016	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 341 IN D.P.1199661	DP1199663	
Subdivision Certificate No.: 16008	This sheet is for the provision of the following information as required: A schedule of lots and addresses - See 60(c) SSI Regulation 2012 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.	
Date of Endorsement: 24 February 2016		
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none">1. EASEMENT TO DRAIN WATER 1.2 WIDE (E1)2. EASEMENT FOR PADMOUNT SUBSTATION 3.4 WIDE (E4)3. RESTRICTION ON THE USE OF LAND (R1)4. RESTRICTION ON THE USE OF LAND (R2)5. RESTRICTION ON THE USE OF LAND6. EASEMENT FOR TELECOMMUNICATIONS CABLES 0.6 WIDE (E3)7. POSITIVE COVENANT8. POSITIVE COVENANT9. RESTRICTION ON THE USE OF LAND10. POSITIVE COVENANT (P3)11. POSITIVE COVENANT		
STREET ADDRESSES NOT AVAILABLE		
SURVEYOR'S REFERENCE: 16800-3A-C4.		

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheets				
<p>Registered:  26.04.2016</p> <p>Office Use Only</p>	<p>Office Use Only</p> <p style="font-size: 24pt; text-align: center; margin: 20px 0;">DP1199663</p> <p style="font-size: 10pt;">This sheet is for the provision of the following information as required:</p> <p style="font-size: 10pt;">A schedule of lots and addresses - See 60(c) SSI Regulation 2012</p> <p style="font-size: 10pt;">Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919.</p> <p style="font-size: 10pt;">Signatures and seals - See 195D Conveyancing Act, 1919.</p> <p style="font-size: 10pt;">Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets.</p>					
<p>PLAN OF SUBDIVISION OF LOT 341 IN D.P.1199661</p>	<p>Subdivision Certificate No.: 16008</p> <p>Date of Endorsement: 24 February 2016</p>					
<p>SIGNED ON BEHALF OF BD NSW (MR) PROJECT COOF PTY.LTD. BY ITS DULY APPOINTED ATTORNEY BEING DULY AUTHORISED IN THIS BEHALF (WHO BY THEIR EXECUTION WARRANT THAT THEIR APPOINTMENT HAS NOT BEEN REVOKED) IN THE PRESENCE OF:-</p> <table style="width:100%; border: none;"> <tr> <td style="width: 50%; text-align: center; vertical-align: bottom;">  SIGNATURE OF WITNESS </td> <td style="width: 50%; text-align: center; vertical-align: bottom;">  SIGNATURE OF ATTORNEY </td> </tr> <tr> <td style="text-align: center; vertical-align: top;"> ANDREW FLAHERTY NAME OF WITNESS LEVEL 4, 8-10 CASTLERECH STREET, PENRITH ADDRESS OF WITNESS NSW, 2750 </td> <td style="text-align: center; vertical-align: top;"> THOMAS DAMIEN BOYCE NAME OF ATTORNEY POWER OF ATTORNEY DATED: 14-10-2014 BOOK 4676 No. 327 </td> </tr> </table>			 SIGNATURE OF WITNESS	 SIGNATURE OF ATTORNEY	ANDREW FLAHERTY NAME OF WITNESS LEVEL 4, 8-10 CASTLERECH STREET, PENRITH ADDRESS OF WITNESS NSW, 2750	THOMAS DAMIEN BOYCE NAME OF ATTORNEY POWER OF ATTORNEY DATED: 14-10-2014 BOOK 4676 No. 327
 SIGNATURE OF WITNESS	 SIGNATURE OF ATTORNEY					
ANDREW FLAHERTY NAME OF WITNESS LEVEL 4, 8-10 CASTLERECH STREET, PENRITH ADDRESS OF WITNESS NSW, 2750	THOMAS DAMIEN BOYCE NAME OF ATTORNEY POWER OF ATTORNEY DATED: 14-10-2014 BOOK 4676 No. 327					
<p>National Australia Bank Limited ACN 004 044 937</p> <p>Executed by its Level 2 Attorney MICHAEL SERGENT</p> <p>Under Power of Attorney No. 39 Book 4512</p> <p>(by executing this instrument the Attorney states that the Attorney has received no notice of revocation of the Power of Attorney)</p> <table style="width:100%; border: none;"> <tr> <td style="width: 50%; text-align: center; vertical-align: bottom;">  Signature of Witness </td> <td style="width: 50%; text-align: center; vertical-align: bottom;"> NED HMEIDAN ANALYST NAB Corporate Property NSW </td> </tr> <tr> <td colspan="2" style="text-align: center; vertical-align: top;"> Name of Witness 255 George Street Sydney NSW Address of Witness </td> </tr> </table>			 Signature of Witness	NED HMEIDAN ANALYST NAB Corporate Property NSW	Name of Witness 255 George Street Sydney NSW Address of Witness	
 Signature of Witness	NED HMEIDAN ANALYST NAB Corporate Property NSW					
Name of Witness 255 George Street Sydney NSW Address of Witness						
<p>SURVEYOR'S REFERENCE: 16800-3A-C4</p>						

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1199663**

Plan of Subdivision of Lot 341 DP1199661 covered by Subdivision Certificate No. **16008**

Full name and address of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
 Level 7
 100 Edward Street
 BRISBANE 4000

(Sheet 1 of 15 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.2 wide (E1)	316 320 321 322 334 333 332 331 330 329 328 327 326 325 324 323 337 338 339 340 341 318 319 373 374	315 315 & 316 315,316 & 320 315,316,320,321 & 323-335 incl. 335 334 & 335 333-335 incl. 332-335 incl. 331-335 incl. 330-335 incl. 329-335 incl. 328-335 incl. 327-335 incl. 326-335 incl. 325-335 incl. 324-335 incl. 336 336 & 337 336-338 incl. 336-339 incl. 336-340 incl. 317 317 & 318 372 372 & 373

Ref: B16800-3A-C4 DP1199663

Authorised person BD NSW (MR) PROJECT
 Legal/45188903_4

Authorised Person
 Hawkesbury Council

Plan: **DP1199663**

ePlan
 Plan of Subdivision of Lot 341 DP1199661
 covered by Subdivision Certificate No. **16008**

Full name and address
 of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
 Level 7
 100 Edward Street
 BRISBANE 4000

(Sheet 2 of 15 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1 continued	Easement to drain water 1.2 wide (E1)	375 376 377 378 379 380 381 383 384 397 400 342	372-374 incl. 372-375 incl. 372-376 incl. 372-377 incl. 372-378 incl. 372-379 incl. 372-380 incl. 372-381 incl. 372-381 incl. & 383 398 399 & 401 399, 400 & 401
2	Easement for Padmount Substation 3.4 wide (E4)	358 & 341	Endeavour Energy
3	Restriction on the Use of Land (R1)	Pt.358, Pt.359 & Pt.341 Designated (R1)	Endeavour Energy
4	Restriction on the Use of Land (R2)	Pt.358, Pt.359 & Pt.341 Designated (R2)	Endeavour Energy
5	Restriction on the Use of Land	each lot except 416	every other lot except 416

Ref: B16800-1

Authorised person BD NSW (MR) PROJECT
 Legal/451889103_4

Authorised Person
 Hawkesbury Council

Plan: **DP1199663**

ePlan
 Plan of Subdivision of Lot 341 DP1199661
 covered by Subdivision Certificate No. **16008**

Full name and address
 of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
 Level 7
 100 Edward Street
 BRISBANE 4000

(Sheet 3 of 15 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
6	Easement for telecommunications cables 0.6 wide (E3)	315-341 incl., 343-415 incl.	NBN Co Limited
7	Positive Covenant	315-341 incl., 343-415 incl.	Hawkesbury Council
8	Positive Covenant	315-341 incl., 343-415 incl.	Hawkesbury Council
9	Restriction on the use of land	each lot except 342	every other lot except 342
10	Positive Covenant (P3)	Pt. 342 designated (P3)	Hawkesbury Council
11	Positive Covenant	336-341 incl.,	Hawkesbury Council

Ref: B16800-3A-L4

Authorised person BD NSW (MR) PROJECT
 Legal/15188903_4

Authorised Person
 Hawkesbury Council

Plan: **DP1199663**

ePlan
Plan of Subdivision of Lot 341 DP1199661
covered by Subdivision Certificate No. **16008**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 4 of 15 Sheets)

Part 2 (Terms)

1. **Terms of Easement for Padmount Substation 3.4 wide (E3) numbered two in the abovementioned plan**

An Easement for Padmount Substation in the Terms as set out in Memorandum No. AK104621 lodged with Land and Property Information on behalf of Endeavour Energy.

2. **Terms of Restriction on the Use of Land (R1) numbered three in the abovementioned plan**

- 2.1 No building shall be erected or permitted to remain within the restriction site unless:

2.1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and

2.1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

- 2.2 The fire ratings mentioned in clause 2.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

- 2.3 **Lessee of Endeavour Energy's Distribution System**

2.3.2 Notwithstanding any other provision in this restriction on the use of land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may,

Ref: B16800-3A-C4

Authorised person BD NSW (MR) PROJECT
Legal/45188903_4

Authorised Person
Hawkesbury Council

Plan: **DP1199663**

ePlan
Plan of Subdivision of Lot 341 DP1199661
covered by Subdivision Certificate No. 16008

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 5 of 15 Sheets)

Part 2 (Terms)

without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

- 2.3.3 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

2.4 Definitions:

- 2.4.1 "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530
- 2.4.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls
- 2.4.3 "erect" includes construct, install, build and maintain
- 2.4.4 "restriction site" means that part of the lot burdened affected by the restriction on the use of land shown as (R1) on the plan.

3. Terms of Restriction on the Use of Land (R2) numbered four in the abovementioned plan

- 3.1 No swimming pool or spa shall be erected or permitted to remain within the restricted site.

3.2 Lessee of Endeavour Energy's Distribution System

Ref: B16800-3A-C4

Authorised person BD NSW (MR) PROJECT
Legal/45188903_4

.....
Authorised Person
Hawkesbury Council

Plan: **DP1199663**

ePlan
Plan of Subdivision of Lot 341 DP1199661
covered by Subdivision Certificate No. **16008**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 6 of 15 Sheets)

Part 2 (Terms)

- 3.2.1 Notwithstanding any other provision in this restriction on the use of land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
- 3.2.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.
- 3.3 Definitions:
- 3.3.1 "erect" includes construct, install, build and maintain
- 3.3.2 "restriction site" means that part of the lot burdened affected by the restriction on the use of land shown as (R2) on the plan.
4. Terms of Restriction on the Use of Land numbered five in the abovementioned plan.
- 4.1 No building shall be erected or permitted to remain erected on each lot burdened without the prior written consent of the Developer to the plans and specifications for the building which consent shall not be withheld if:
- 4.1.1 The plans and specifications have attached to it a report from a registered surveyor, architect, building designer or licensed builder certifying that on completion in accordance with the plans and specifications, the proposed building will comply with the Hawkesbury Development Control Plan ("DCP"), and the Redbank Design and Landscape Guidelines; and

Ref: B16800-3A-C4

Authorised person **BD NSW (MR) PROJECT**
Legal\45188903_4

.....
Authorised Person
Hawkesbury Council

Plan: **DP1199663**

ePlan
Plan of Subdivision of Lot 341 DP1199661
covered by Subdivision Certificate No. **16008**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 7 of 15 Sheets)

Part 2 (Terms)

4.1.2 the Developer in its absolute discretion considers that the plans substantially comply with the DCP and the Redbank Design and Landscape Guidelines.

4.2 Alterations

No alterations or additions may be made to any lot or any change to any building erected on any lot altering its colour, the materials used in its construction or the façade which does not comply with the requirements of the DCP and the Design and Landscape Guidelines. Nothing in this restriction shall prevent any work in the nature of repair or refurbishing that is consistent with the original construction.

4.3 Display Homes

No building shall be erected on a burdened lot or permitted to remain on a burdened lot which is used or intended to be used as a Display Home, other than by the Developer, or with the approval of the Developer (which approval will be given or withheld in the Developer's absolute discretion.)

4.4 Definitions:

4.4.1 "BD NSW" means BD NSW (MR) Project O007 Pty Ltd (ABN 46 828 720 644).

4.4.2 "Developer" means BD NSW and its successors in title to the Estate to which BD NSW assigns the benefit of this restrictive covenant, provided the successor in title has notified the other proprietors in the Estate that it is the "Developer" for the purposes of this Restriction of Use.

4.4.3 "Display Home" means a structure, usually a house, which is used to market or sell houses of the same or a similar type and which is intended to show what living space and features of houses are available to be built in the Estate or elsewhere.

Ref: B16800-3A/C4

Authorised person BD NSW (MR) PROJECT
Legal/45188903_4

Authorised Person
Hawkesbury Council

Plan: **DP1199663**

ePlan

Plan of Subdivision of Lot 341 DP1199661
covered by Subdivision Certificate No. 16008

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 8 of 15 Sheets)

Part 2 (Terms)

- 4.4.4 "Estate" means all of the land comprised in the estate known as "Redbank" being the land more particularly described in Certificate of Title 74/1187236, as it may be subdivided from time to time.
- 4.4.5 "Redbank Design and Landscape Guidelines" shall mean the Redbank Design and Landscape Guidelines issued under the name of 'North Richmond Joint-Venture - Redbank Development'.
- 4.5 This Restriction on Use was required to be imposed by Hawkesbury Council.
5. Terms of Easement for telecommunications cables 0.6 wide (E3) numbered six in the abovementioned plan
- 5.1 NBN Co Limited (ACN 136 533 741) (NBN Co) may:
- (a) install underground optic fibre cable and transmit data through the optic fibre cable through each lot burdened, but only within the site of this easement ("the Conduit"); and
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened;
 - (ii) taking anything on to the lot burdened;
 - (iii) carrying out work, such as constructing, placing, replacing, varying, adding, removing, repairing or maintaining poles, wires, conduits and equipment within the site of this easement;
 - (iv) removing any trees or vegetation that is reasonably deemed to be obstructing the operation of or access to any equipment contained within the site of the easement.
- 5.2 In exercising those powers, NBN Co must:
- (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;

Ref: B16800-3A-C4

Authorised person BD NSW (MR) PROJECT
Legal/45188903_4

.....
Authorised Person
Hawkesbury Council

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Level 7
100 Edward Street
BRISBANE 4000

(Sheet 9 of 15 Sheets)

Part 2 (Terms)

- (c) cause as little damage as is practicable to the lot burdened and any improvements on them;
- (d) restore the lot burdened as nearly as is practicable to its former condition, excluding any restoration of fair wear and tear and/or damaged caused by acts beyond the reasonable control of NBNCo; and
- (e) make good any collateral damage.

Cur
5.3 The owner of the lot burdened must not:

- D*
- (a) interfere with the Conduit or allow anything to interfere, obstruct, damage or destroy the Conduit or obstruct NBNCo exercising its rights under the easement; or
 - (b) use the site of this easement or any other part of the lot burdened in a way which may detrimentally affect the Conduit; or
 - (c) alter the existing ground level contained within or place any building or structure within the site of the easement without NBNCo's prior consent.

6. **Terms of Positive Covenant numbered seven in the abovementioned plan.**
Any dwelling constructed on the lot hereby burdened must have a minimum of 50% of the roof area drained to a rainwater tank(s). The rainwater tanks are to have a minimum capacity of 3000 litres and be plumbed for at least one domestic internal use (toilet flushing and/or laundry use). Any rainwater tank over flows, roof and hardstand areas of future development on the lot burdened must be connected to a suitable on site storm water disposal/infiltration system.

7. **Terms of Positive Covenant numbered eight in the abovementioned plan.**

At the issue of Subdivision Certificate and in perpetuity the entire property (lot 1) shall be managed as Inner Protection Areas (IPA) as outlined within Section 4.1.3 and Appendix 5 of "Planning for Bush Fire Protection 2006" and the NSW Rural Fire Service's document "Standards for Asset Protection Zones".

8. **Terms of Restriction on the Use of Land numbered nine in the abovementioned plan.**

.....
Authorised Person
Hawkesbury Council

Ref: B16800-3A-C4

.....
Authorised person BD NSW (MR) PROJECT
Legal/45188903_4

Plan: **DP1199663**

ePlan
Plan of Subdivision of Lot 341 DP1199661
covered by Subdivision Certificate No. **16008**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 10 of 15 Sheets)

Part 2 (Terms)

The owner of the lot burdened may not subdivide the lot burdened despite a smaller lot size being permitted by the DCP.

9. Terms of Positive Covenant (P3) numbered ten in the abovementioned plan

The owner of the Lot burdened must maintain the area designated (P3) on the abovementioned plan as an interim asset protection zone as managed grassland as identified on attachment 'A' of the bush fire report prepared by McKinlay Morgan & Associates Pty.Ltd. No.87883/DA10YR dated June 2014. The asset protection zone shall be managed as an inner protection area as outlined within Planning for Bush Fire Protection 2006 and the Rural Fire Service's document "Standards for Asset Protection Zones".

Council will raise no objection to the release of this Covenant when the land the subject of this Covenant is developed as residential land.

10. Terms of Positive Covenant numbered eleven in the abovementioned plan.

Any dwelling constructed on the lot hereby burdened must have a 5000 litre rainwater tank, in addition to the 3000 litre tank mentioned in Positive Covenant numbered seven, to act as an individual on site stormwater detention tank, with a discharge pipe size and connection to the tank to restrict stormwater discharge from the lot burdened to a calculated pre-development flow rate, based on individual lot area.

Name of Authority empowered to release, vary or modify Easements numbered six in the abovementioned plan

NBN Co Limited.

Ref: B16800-3A-C4

Authorised person BD NSW (MR) PROJECT
Legal/45188903_4

.....
Authorised Person
Hawkesbury Council

Plan: **DP1199663**

ePlan
Plan of Subdivision of Lot 341 DP1199661
covered by Subdivision Certificate No. 16008

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 11 of 15 Sheets)

Part 2 (Terms)

Name of Authority empowered to release, vary or modify Easements and Covenants numbered seven, eight, ten and eleven in the abovementioned plan

Hawkesbury Council.

Name of Authority empowered to release, vary or modify Easements and Restrictions numbered two, three and four in the abovementioned plan

Endeavour Energy.

Name of Authority empowered to release, vary or modify Restriction numbered five

The Developer until the later of:

- (a) the date being five years from the date of registration of the plan to which this instrument relates; and
- (b) the date on which the Developer ceases to own a lot within the Estate to which this instrument relates,
and thereafter Hawkesbury Council.

Ref: B16800-3

Authorised person BD NSW (MR) PROJECT
Legal/45188903_4

Authorised Person
Hawkesbury Council

Plan: **DP1199663**

ePlan
Plan of Subdivision of Lot 341 DP1199661
covered by Subdivision Certificate No. **16008**


Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 12 of 15 Sheets)

Signed on behalf of Endeavour Energy
ABN 59 253 130 878 by its Attorney pursuant
to Power of Attorney Book **4693** No **329**
in the presence of:


.....
Signature of Witness


.....
Signature of Attorney
Name: **Helen Smith**
Position: **Manager Property & Fleet**

Deborah Pears
.....
Name of Witness

15 FEBRUARY 2016
.....
Date of Execution

c/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Ref: **URS16033**

Ref: B16800-3A-C4

.....
Authorised person BD NSW (MR) PROJECT
Legal/45188903_4

.....
Authorised Person
Hawkesbury Council

Plan: **DP1199663**

Plan of Subdivision of Lot 341 DP1199661
covered by Subdivision Certificate No. **16008**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

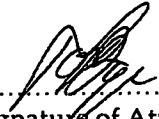
(Sheet 13 of 15 Sheets)

Signed on behalf of BD NSW (MR) PROJECT
O007 Pty. Ltd. By its duly authorised Attorney
being duly authorised in this behalf (who by
their execution warrant that their appointment
Has not been revoked) in the presence of:-


Signature of witness

ANDREW FLAHERTY
Name of witness

LEVEL 1,
8-10 CASTLEBROUGH ST, PENRITH, NSW
Address of witness 2750



Signature of Attorney

THOMAS DAMIEN BOYCE
Name of Attorney

Power of Attorney
dated: 14-10-2014
Book 4676 No. 327

Ref: B16800-3A-C4

Authorised person BD NSW (MR) PROJECT
Legal/45188903_4


Authorised Person
Hawkesbury Council

Plan: **DP1199663**

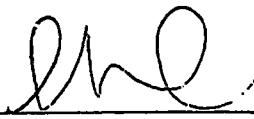
ePlan
Plan of Subdivision of Lot 341 DP1199661
covered by Subdivision Certificate No. **16008**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 14 of 15 Sheets)

Executed by NBN Co Limited ACN 136 533 741 by
its duly appointed attorneys pursuant to Power of
Attorney dated 19 May 2015 registered Book 4689
No. 895, in the presence of:



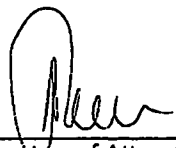
Signature of Witness

Cheryl Nomarchas

Name of Witness

Level 11, 100 Arthur St, North Sydney

Address of Witness

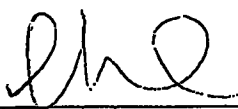


Signature of Attorney

Andrew Kennewell
SENIOR MANAGER
Project Director Facilities

Name of Attorney

Tier and Position Title of Attorney



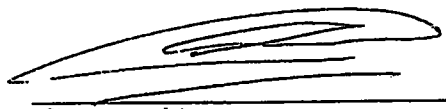
Signature of Witness

Cheryl Nomarchas

Name of Witness

Level 11, 100 Arthur St, North Sydney

Address of Witness



Signature of Attorney

Graham Millett
GM Facilities & Fleet
Tier 3 Attorney

Name of Attorney

Tier and Position Title of Attorney

Ref: B16800-3A-C4

.....
Authorised person BD NSW (MR) PROJECT
Legal/45188903_4

.....
Authorised Person
Hawkesbury Council

Plan: **DP1199663**

ePlan
Plan of Subdivision of Lot 341 DP1199661
covered by Subdivision Certificate No. **16008**

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 15 of 15 Sheets)

National Australia Bank Limited ACN 004 044 937

Executed by its Level 2 Attorney MICHAEL SERGENT

Under Power of Attorney No 39 Book 4512

this 26th Day of FEBRUARY 2016

(By executing this instrument the Attorney states that the Attorney has
received no notice of the revocation of the Power of Attorney)

(Signature of Witness)

NED HMEIDAN
ANALYST
NAB Corporate Property NSW

(Name of Witness)

255 George Street Sydney NSW 2000
(Address of Witness)

Ref: B16800-7

Authorised person BD NSW (MR) PROJECT
Legal/45188903_4

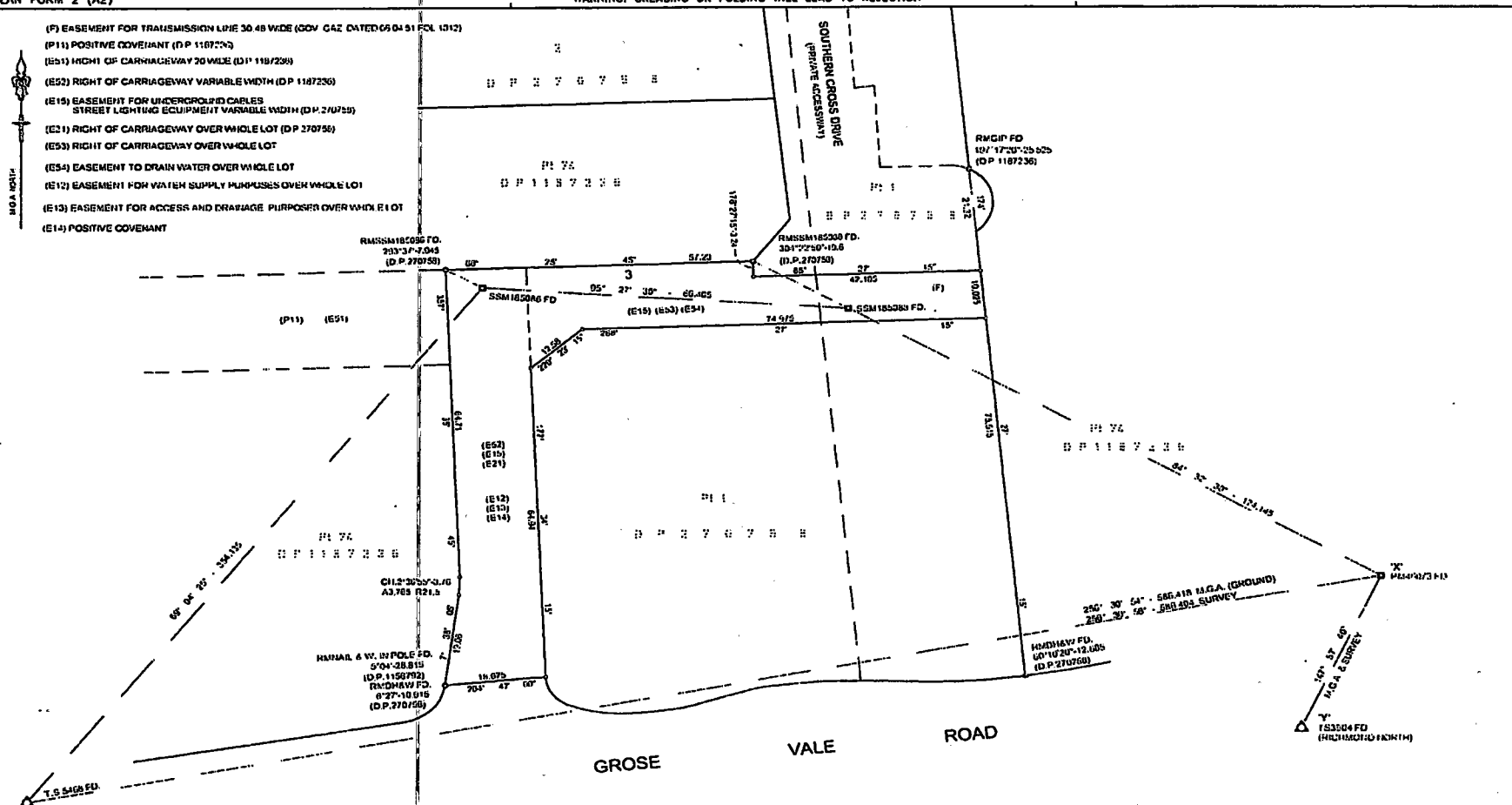
Authorised Person
Hawkesbury Council

REGISTERED



26.04.2016

- (F) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (GOV. GAZ. DATED 05-04-91 FOL. 1312)
 (P11) POSITIVE COVENANT (D.P. 1187236)
 (E51) RIGHT OF CARRIAGEWAY 20 WIDE (D.P. 1187236)
 (E52) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D.P. 1187236)
 (E15) EASEMENT FOR UNDERGROUNDED CABLES
 STREET LIGHTING EQUIPMENT VARIABLE WIDTH (D.P. 270758)
 (E21) RIGHT OF CARRIAGEWAY OVER WHOLE LOT (D.P. 270758)
 (E53) RIGHT OF CARRIAGEWAY OVER WHOLE LOT
 (E54) EASEMENT TO DRAIN WATER OVER WHOLE LOT
 (E12) EASEMENT FOR WATER SUPPLY PURPOSES OVER WHOLE LOT
 (E13) EASEMENT FOR ACCESS AND DRAINAGE PURPOSES OVER WHOLE LOT
 (E14) POSITIVE COVENANT



SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 81(2)

M.G.A. CO-ORDINATE REFERENCE (ZONES)

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
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53804	287 593 340	6 281 302 533	2A	100	SCIMS

COMMON REAL ESTATE AND SCALE FACTOR 1.00114
 SOURCE M.G.A. CO-ORDINATES ADOPTED FOR ESTABLISHED MARKS
 FROM S.C.I.M.S. REFERENCE 2019

Surveyor: The University of
 Victoria
 No. 47215303
 Date of Survey: 18th September, 2019
 Surveyor's Reference: 16900-03


PLAN OF EASEMENT OVER
 LOT 3 D.P. 270758

LCA: HAWKESBURY
 Locality: NORTH RICHMOND
 Subdivision No.:
 Lengths are in metres. Reduction Ratio 1:250

Registered:
 27.4.2016

DP1214980


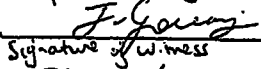

PLAN FORM 6(2013) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheets
Registered:  27.4.2016 Title System: TORRENS Purpose: EASEMENT	Office Use Only	Office Use Only DP1214980
PLAN OF EASEMENT OVER LOT 3 D.P.270758		L G A: HAWKESBURY Locality: NORTH RICHMOND Parish: KURRAJONG County: COOK
Crown Lands NSW/Western Lands Office Approval I,in approving this plan certify Authorised Officer that all necessary approvals in regard to the allocation of the land shown hereon have been given. Signature Date:..... File No: Office:		Survey Certificate I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293. email: imyers@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that: (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 18 th September, 2015. (b) The part of the land shown in the plan being (being/excluding) was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. (c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation, 2012. Signature: <i>I. Myers</i> Dated: 18 th September, 2015. Surveyor ID: 1682 Datum Line: ('X' - 'Y') PM46073 TO TS3904 Type: URBAN The terrain is level-undulating * Strike through if inapplicable. * Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, <u>ALAN HASTIE</u> *Authorised Person/General Manager/Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein Signature: <i>Alan Hastie</i> Accreditation Number: Consent Authority <u>Hawkesbury City Council</u> Date of endorsement <u>23 October 2015</u> Subdivision Certificate Number: File Number: <u>DA 0852108 : DA 0437114</u> * strike through if inapplicable <u>DA 0471114</u>		
Statements of intention to dedicate public roads, public reserves and drainage reserves.		Plans used:- D.P.270758 If space is insufficient continue on PLAN FORM 6A
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		SURVEYOR'S REFERENCE: 16800-C6

PLAN FORM 6A (2012)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheets						
Registered:  27.4.2016	Office Use Only	Office Use Only						
PLAN OF EASEMENT OVER LOT 3 D.P.270758		DP1214980						
Subdivision Certificate No.: _____ Date of Endorsement: 23 October 2015								
<p>This sheet is for the provision of the following information as required:</p> <p>A schedule of lots and addresses - See 60(c) SSI Regulation 2012 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>								
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964 AS AMENDED IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none">1. RIGHT OF CARRIAGEWAY OVER WHOLE LOT (E53)2. EASEMENT TO DRAIN WATER VARIABLE WIDTH OVER WHOLE LOT (E54)3. EASEMENT FOR WATER SUPPLY PURPOSES VARIABLE WIDTH (E12)4. EASEMENT FOR ACCESS AND DRAINAGE PURPOSES VARIABLE WIDTH (E13)5. POSITIVE COVENANT (E14) <p>Executed on behalf of the Corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.</p> <p>Corporation: BD NSW (MR) 0007 Pty Limited ABN 54 123 888 773</p> <p>Authority: Section 127 Corporations Act, 2001.</p> <table border="0"><tr><td>Signature of authorised person</td><td>Signature of authorised person</td></tr><tr><td>Name of authorised person</td><td>Name of authorised person</td></tr><tr><td>Office held: Director/Secretary</td><td>Office held: Director/Secretary</td></tr></table> <p>Signed on behalf of BD NSW (MR) Project 0007 Pty Ltd by its duly appointed attorney being duly authorised in this behalf (who by their execution warrant that their appointment has not been revoked) in the presence of:</p> <p> Signature of witness JAMES GOUNIS Name of witness: Level 29, 10'Co:rad St, Sydney NSW 1500</p> <p>BD NSW (MR) PROJECT 0007 PTY LTD by its Attorney</p> <p> Attorneys: Stelenda Graham Power of Attorney dated 30 October 2015 Book: 4697 NO: 536</p>			Signature of authorised person	Signature of authorised person	Name of authorised person	Name of authorised person	Office held: Director/Secretary	Office held: Director/Secretary
Signature of authorised person	Signature of authorised person							
Name of authorised person	Name of authorised person							
Office held: Director/Secretary	Office held: Director/Secretary							
SURVEYOR'S REFERENCE: 16800-C6								

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1214980**

Plan of Easement over Lot 3 DP270758


Full name and address
of the owner of the land:

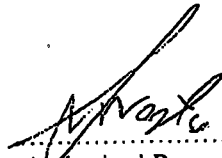
BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 1 of 5 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Right of carriageway over whole lot (E53)	3/270758	74/1187236 342/1199663
2.	Easement to drain water over whole lot (E54)	3/270758	74/1187236 342/1199663
3.	Easement for water supply purposes over whole lot (E12)	3/270758	Sydney Water Corporation
4.	Easement for access and drainage purposes over whole lot (E13)	3/270758	Sydney Water Corporation
5.	Positive covenant (E14)	3/270758	Sydney Water Corporation


Authorised person BD NSW (MR) PROJECT O007 Pty Ltd


Authorised Person
Hawkesbury Council

Ref: B16800-C6

Plan: **DP1214980**

Plan of Easement over Lot 3 DP270758

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT O007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 2 of 5 Sheets)

Part 2 (Terms)

1. **Terms of Right of carriageway over whole lot (E53) numbered one in the abovementioned plan**

A right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 is created.

This Right of Carriageway extinguishes automatically when that part of the lot burdened is dedicated as public road. In this easement, "easement site" means the Right of Carriageway over whole lot (E53) on the plan.

2. **Terms of Easement to drain water over whole lot (E54) numbered two in the abovementioned plan**

A right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 is created.


This Easement to drain water extinguishes automatically when that part of the lot burdened is dedicated as public road. In this easement, "easement site" means the Right of Carriageway over whole lot (E54) on the plan.

3. **Terms of Easement for water supply purposes over whole lot (E12) numbered three in the abovementioned plan**

An Easement for Water Supply Purposes in the terms set out in Part 1 of Memorandum 5736755 filed in the Office of Land and Property Information.


.....
Authorised person BD NSW (MR) PROJECT O007 Pty Ltd

Ref: B16800-C6


.....
Authorised Person
Hawkesbury Council

Plan: **DP1214980**

Plan of Easement over Lot 3 DP270758

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 3 of 5 Sheets)

Part 2 (Terms)

4. **Terms of easement for access and drainage purposes over whole lot (E13) numbered four in the abovementioned plan.**

An easement for access and drainage purposes in the terms set out in Part 2 of Memorandum 5736755 filed in Land and Property Information.

The terms of this easement, are to be read in conjunction with the terms of the easement for water supply purposes and the positive covenant numbered three and five in the plan.


5. **Terms of positive covenant (E14) numbered five in the abovementioned plan.**

A positive covenant in the terms set out in Part 3 of Memorandum 5736755 filed in the Land and Property Information.

The terms of this positive covenant are to be read in conjunction with the terms of the easement for water supply purposes and the easement for access and drainage purposes numbered three and four in the plan.


.....
Authorised person BD NSW (MR) PROJECT 0007 Pty Ltd

Ref: B16800-C6


.....
Authorised Person
Hawkesbury Council

Plan: **DP1214980**

Plan of Easement over Lot 3 DP270758

Full name and address
of the owner of the land:

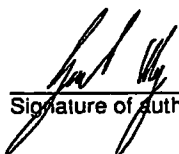
BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 4 of 5 Sheets)

Executed by Sydney Water Corporation
ABN 49 776 225 038 pursuant to section
50(3)(a) of the *Interpretation Act 1987* by an
authorised delegate:


Signature of witness


Jessica Broderick
Name of witness


Signature of authorised delegate

GRANT MAY
Name of authorised delegate

A/MANAGER GROUP PROPERTY
Title of authorised delegate

21 OCT 2016
Date


Authorised person BD NSW (MR) PROJECT 0007 Pty Ltd

Ref: B16800-C6

Authorised Person
Hawkesbury Council

Plan: **DP1214980**

Plan of Easement over Lot 3 DP270758

Full name and address
of the owner of the land:

BD NSW (MR) PROJECT 0007 Pty. Ltd.
Level 7
100 Edward Street
BRISBANE 4000

(Sheet 5 of 5 Sheets)

Executed by BD NSW (MR) PROJECT
0007 Pty. Ltd. (ABN 54 123 888 773)
In accordance with Section 127 of the
Corporations Act, 2001.

.....
Director/Company Secretary

.....
Director

.....
Name of Director/Company Secretary

.....
Name of Director

Signed on behalf of BD NSW (MR) Project
0007 Pty Ltd by its duly appointed attorney
being duly authorised in this behalf
(who by their execution warrant that
their appointment has not been
revoked) in the presence of:


BD NSW (MR) PROJECT 0007 PTY LTD
by its Attorney:



Attorney: Melinda Strachan

Power of Attorney dated 30
October 2015

Book: 4697 No.: 536


Signature of witness

JAMES GOUNIS

Name of witness

Level 25, 1 O'Connell St, Sydney NSW 2000



.....
Authorised person BD NSW (MR) PROJECT 0007 Pty Ltd



.....
Authorised Person
Hawkesbury Council

Ref: B16800-C6

REGISTERED



27.4.2016

Planning Certificate

Issued under Section 10.7 of the *Environmental Planning and Assessment Act, 1979*

Towns Conveyancing Services
PO Box 7520
SOUTH PENRITH NSW 2750

kristi@townsconveyancing.com.au

Certificate Number PC1492/24
Date of Endorsement 25 January 2024
Your Reference KT:24013

Location

Land Description Lot 634 DP 1233376, 1 Flannery Avenue NORTH RICHMOND NSW 2754

The following information is only applicable as of the date of this certificate and is provided pursuant to Section 10.7 of the *Environmental Planning and Assessment Act 1979*, as prescribed by Section 290 and Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*.

Information pursuant to Section 10.7(2) of the Act

1 Names of relevant planning instruments and development control plans

1.1 The land is affected by the following environmental planning instruments and development control plans:

Hawkesbury Local Environmental Plan 2012

State Environmental Planning Policy (Precincts - Central River City) 2021

State Environmental Planning Policy (Precincts - Central River City) 2021 contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this policy are located in the Central River City. This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan - A Metropolis of Three Cities.

State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development

Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Aims to provide streamlined assessment processes for development that complies with specified development standards.





State Environmental Planning Policy (Housing) 2021

This Policy enables the development of diverse housing types, including purpose-built rental housing, encourages the development of housing that will meet the needs of more vulnerable members of the community, ensures that new housing development provides a reasonable level of amenity and are in locations where it will make good use of existing and planned infrastructure and services, and seeks to mitigate the loss of existing affordable rental housing. The Policy also supports short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impact of this use.

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Planning Systems) 2021:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021 contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021 contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021 contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.



State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Industry and Employment) 2021 contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resources and Energy) 2021 contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Primary Production) 2021 contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture.
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

State Environmental Planning Policy (Precincts - Central River City) 2021

State Environmental Planning Policy (Precincts - Central River City) 2021 contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this policy are located in the Central River City. This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan - A Metropolis of Three Cities.

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Sustainable Buildings) 2022:

- to encourage the design and delivery of sustainable buildings,
- to ensure consistent assessment of the sustainability of buildings,
- to record accurate data about the sustainability of buildings, to enable improvements to be monitored,
- to monitor the embodied emissions of materials used in construction of buildings,
- to minimise the consumption of energy,
- to reduce greenhouse gas emissions,
- to minimise the consumption of mains-supplied potable water,
- to ensure good thermal performance of buildings

Hawkesbury Development Control Plan 2002

Hawkesbury Development Control Plan 2023

- 1.2 The land is affected by the following proposed environmental planning instruments and draft development control plans that are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979* (excludes proposed environmental planning instruments and draft development control plans where it has been more than 3 years since exhibition of such instruments or plans and proposed environmental planning instruments where Council has been notified that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Amendment to State Environmental Planning Policy (State and Regional Development) 2011 - Water Treatment Facilities

Amendment to State Environmental Planning Policy (Infrastructure) 2007 - Health Services Facilities

Amendment to State Environmental Planning Policy (Primary Production and Rural Development) 2019 – Agritourism and small-scale agriculture development



Amendment to State Environmental Planning Policy (Infrastructure) 2007 - Telecommunications and other communications facilities

Amendment to State Environmental Planning Policy (Infrastructure) 2007 - Landscape Rehydration Infrastructure

Amendment to State Environmental Planning Policy (Infrastructure) 2007 - Definitions and Assessment

Amendment to State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017 - Assessment

Note: In this section a proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2 Zoning and land use under relevant planning instruments

Note: The following matters are provided only in relation to environmental planning instruments or draft environmental planning instruments that zone land.

2.1 The land is zoned:

R2 Low Density Residential under *Hawkesbury Local Environmental Plan 2012*.

2.2 Development permitted without development consent:

Under the provisions of *Hawkesbury Local Environmental Plan 2012* the purposes for which development may be carried out within the zone without development consent are referred to in the Land Use Table Annexure.

2.3 Development requiring development consent:

Under the provisions of *Hawkesbury Local Environmental Plan 2012* the purposes for which development may be carried out within the zone without development consent are referred to in the Land Use Table Annexure.

2.4 Development that is prohibited:

Under the provisions of *Hawkesbury Local Environmental Plan 2012* the purposes for which the carrying out of development is prohibited within the zone are referred to in the Land Use Table Annexure.

The following special provisions of *Hawkesbury Local Environmental Plan 2012* may apply to the subject land:

- Clause 2.5 Additional permitted uses for particular land.
- Clause 2.6 Subdivision - consent requirements.
- Clause 2.7 Demolition requires development consent.
- Clause 2.8 Temporary use of land.
- Part 3 Exempt and complying development.
- Clause 4.2 Rural subdivision.
- Clause 4.2A Residential development and subdivision prohibited on certain land.
- Clause 5.1 Relevant acquisition authority.
- Clause 5.1A Development on land intended to be acquired for public purposes.
- Clause 5.3 Development near zone boundaries.
- Clause 5.7 Development below mean high water mark.
- Clause 5.8 Conversion of fire alarms.
- Clause 5.10 Heritage conservation.
- Clause 5.11 Bush fire hazard reduction.



- Clause 5.12 Infrastructure development and use of existing buildings of the Crown.
- Clause 6.1 Acid sulfate soils.
- Clause 6.2 Earthworks.
- Clause 6.11 Residential accommodation at Johnston and New Streets, Windsor.
- Clause 6.12 Certain development at Richmond Lowlands.

These special provisions may alter the development shown in the Land Use Table which may be carried out with or without development consent and prohibited land uses. Please refer to the above mentioned provisions of *Hawkesbury Local Environmental Plan 2012* to determine applicability.

2.5 Do any additional permitted uses apply to the land?

No.

2.6 Has Council adopted any development standards providing fixed minimum land dimensions for the erection of a dwelling house on the land?

No.

2.7 Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

No.

2.8 Is the land in a conservation area?

No.

2.9 Is an item of environmental heritage located on the land?

No.

3 Contributions plans

3.1 The following contributions plans and/or draft contributions plans under Division 7.1 of the *Environmental Planning and Assessment Act, 1979* apply to the land:

The *Hawkesbury Section 94A Contributions Plan 2015* applies to the subject land.

The *Hawkesbury Section 94 Contributions Plan 2015* applies to the subject land.

3.2 The land within the following region within the meaning of Division 7.1, Subdivision 4 of the *Environmental Planning and Assessment Act, 1979*:

Greater Sydney Region identified under the *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023*.

3.3 Is the land within a special contributions area to which a continued 7.23 determination applies?

No.

In this section:

continued 7.23 determination means a 7.23 determination that:

- a. has been continued in force by the Act, Schedule 4, Part 1, and
- b. has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section



4 Complying development

Complying Development under each of the codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3), and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

4.1 Housing Code.

Can complying development under the Housing Code be carried out on the subject land?

No, because:

- The land is listed on the State Heritage Register under the *Heritage Act 1977* or is subject to an interim heritage order under the *Heritage Act 1977*.

Note: If development meets the requirements and standards specified by this Policy and that development:

- a) Has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - b) Is subject to an exemption under section 57(1A) or (3) of that Act,
- the development is complying development under this Policy.

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land* of *State Environmental Planning Policy (Housing) 2021*.

4.2 Housing Alterations Code.

Can complying development under the Housing Alterations Code be carried out on the subject land?

No, because:

- The land is listed on the State Heritage Register under the *Heritage Act 1977* or is subject to an interim heritage order under the *Heritage Act 1977*.

Note: If development meets the requirements and standards specified by this Policy and that development:

- a) Has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - b) Is subject to an exemption under section 57(1A) or (3) of that Act,
- the development is complying development under this Policy.

4.3 Commercial and Industrial Alterations Code.

Can complying development under the Commercial and Industrial Alterations Code be carried out on the subject land?

No, because:

- The land is listed on the State Heritage Register under the *Heritage Act 1977* or is subject to an interim heritage order under the *Heritage Act 1977*.



Note: If development meets the requirements and standards specified by this Policy and that development:

- a) Has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - b) Is subject to an exemption under section 57(1A) or (3) of that Act,
- the development is complying development under this Policy.

4.4 Subdivisions Code.

Can complying development under the Subdivisions Code be carried out on the subject land?

No, because:

- The land is listed on the State Heritage Register under the *Heritage Act 1977* or is subject to an interim heritage order under the *Heritage Act 1977*.

Note: If development meets the requirements and standards specified by this Policy and that development:

- a) Has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - b) Is subject to an exemption under section 57(1A) or (3) of that Act,
- the development is complying development under this Policy.

4.5 Rural Housing Code.

Can complying development under the Rural Housing Code be carried out on the subject land?

No, because:

- The land is listed on the State Heritage Register under the *Heritage Act 1977* or is subject to an interim heritage order under the *Heritage Act 1977*.

Note: If development meets the requirements and standards specified by this Policy and that development:

- a) Has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - b) Is subject to an exemption under section 57(1A) or (3) of that Act,
- the development is complying development under this Policy.

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land* of *State Environmental Planning Policy (Housing) 2021*.

4.6 General Development Code.

Can complying development under the General Development Code be carried out on the subject land?

No, because:

- The land is listed on the State Heritage Register under the *Heritage Act 1977* or is subject to an interim heritage order under the *Heritage Act 1977*.

Note: If development meets the requirements and standards specified by this Policy and that development:



- (a) Has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - (b) Is subject to an exemption under section 57(1A) or (3) of that Act,
- the development is complying development under this Policy.

4.7 Demolition Code.

Can complying development under the Demolition Code be carried out on the subject land?

No, because:

- The land is listed on the State Heritage Register under the *Heritage Act 1977* or is subject to an interim heritage order under the *Heritage Act 1977*.

Note: If development meets the requirements and standards specified by this Policy and that development:

- a) Has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - b) Is subject to an exemption under section 57(1A) or (3) of that Act,
- the development is complying development under this Policy.

4.8 Commercial and Industrial (New Buildings and Additions) Code.

Can complying development under the Commercial and Industrial (New Buildings and Additions) Code be carried out on the subject land?

No, because:

- The land is listed on the State Heritage Register under the *Heritage Act 1977* or is subject to an interim heritage order under the *Heritage Act 1977*.

Note: If development meets the requirements and standards specified by this Policy and that development:

- a) Has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - b) Is subject to an exemption under section 57(1A) or (3) of that Act,
- the development is complying development under this Policy.

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land* of *State Environmental Planning Policy (Housing) 2021*.

4.9 Container Recycling Facilities Code.

Can complying development under the Container Recycling Facilities Code be carried out on the subject land?

No, because:

- The land is listed on the State Heritage Register under the *Heritage Act 1977* or is subject to an interim heritage order under the *Heritage Act 1977*.

Note: If development meets the requirements and standards specified by this Policy and that development:



- a) Has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - b) Is subject to an exemption under section 57(1A) or (3) of that Act,
- the development is complying development under this Policy.

4.10 Fire Safety Code.

Can complying development under the Fire Safety Code be carried out on the subject land?

No, because:

- The land is listed on the State Heritage Register under the *Heritage Act 1977* or is subject to an interim heritage order under the *Heritage Act 1977*.

Note: If development meets the requirements and standards specified by this Policy and that development:

- a) Has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - b) Is subject to an exemption under section 57(1A) or (3) of that Act,
- the development is complying development under this Policy.

4.11 Greenfield Housing Code.

Can complying development under the Greenfield Housing Code be carried out on the subject land?

No, because:

- The land is listed on the State Heritage Register under the *Heritage Act 1977* or is subject to an interim heritage order under the *Heritage Act 1977*.

Note: If development meets the requirements and standards specified by this Policy and that development:

- a) Has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - b) Is subject to an exemption under section 57(1A) or (3) of that Act,
- the development is complying development under this Policy.

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land of State Environmental Planning Policy (Housing) 2021*.

4.12 Low Rise Housing Diversity Code

Can complying development under the Low Rise Housing Diversity Code be carried out on the subject land?

No, because:

- The land is listed on the State Heritage Register under the *Heritage Act 1977* or is subject to an interim heritage order under the *Heritage Act 1977*.

Note: If development meets the requirements and standards specified by this Policy and that development:



- a) Has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - b) Is subject to an exemption under section 57(1A) or (3) of that Act,
- the development is complying development under this Policy.

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land of State Environmental Planning Policy (Housing) 2021*.

4.13 Inland Code

Can complying development under the Inland Code be carried out on the subject land?

The Inland Code does not apply to the Hawkesbury Local Government Area.

4.14 Agritourism and Farm Stay Accommodation Code

Can complying development under the Agritourism and Farm Stay Accommodation Code be carried out on the subject land?

No, because:

- The land is listed on the State Heritage Register under the *Heritage Act 1977* or is subject to an interim heritage order under the *Heritage Act 1977*.

Note: If development meets the requirements and standards specified by this Policy and that development:

- a) Has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - b) Is subject to an exemption under section 57(1A) or (3) of that Act,
- the development is complying development under this Policy.

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land of State Environmental Planning Policy (Housing) 2021*.

5 Exempt development

Exempt Development under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1) to (d) and 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Can exempt development be carried out on the land?

No, because:

- The land is listed on the State Heritage Register under the *Heritage Act 1977* or is subject to an interim heritage order under the *Heritage Act 1977*.

Note: If development meets the requirements and standards specified by this Policy and that development:



- a) Has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - b) Is subject to an exemption under section 57(1A) or (3) of that Act,
- the development is exempt development under this Policy.

6 Affected building notices and building product rectification orders

6.1 Is the land subject to an in force affected building notice of which Council is aware?

No.

6.2 Is the land subject to an in force building product rectification order that has not been fully complied with, of which Council is aware?

No.

6.3 Is the land subject to a notice of intention to make a building product rectification order, of which Council is aware has been given, and that is outstanding?

No.

In this section:

affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

7 Land reserved for Acquisition

Is the land affected by any environmental planning instrument, or proposed environmental planning instrument referred to in section 1 of this certificate, which makes provision for the acquisition of the land by an authority of the State, as referred to in Section 3.15 of the *Environmental Planning and Assessment Act 1979*?

No.

8. Road widening and road realignment

Is the land affected by road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*, or any environmental planning instruments, or any resolution of Council?

No.

9 Flood Related Development Controls

9.1 Is the land or part of the land within the flood planning area and subject to flood related development controls?

The land is not within the Flood Planning Area, and therefore is not subject to the flood related development controls that apply to the Flood Planning Area.

9.2 Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

None of the land is located between the Flood Planning Area and the Probable Maximum Flood.



In this section:

Flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

Probable maximum flood has the same meaning as in the Flood Risk Management Manual.

Note: The above responses are provided in relation to the flood related development controls of *Hawkesbury Local Environmental Plan 2012* or *State Environmental Planning Policy (Precincts - Central River City) 2021 – Appendix 12 Hawkesbury Growth Centres Precinct Plan 2017* as applicable. Some State or Regional planning instruments may contain flood related development controls which affect the land. These include, but are not necessarily restricted to, *State Environmental Planning Policy (Exempt and Complying Development Code) 2008*, *State Environmental Planning Policy (Transport and Infrastructure) 2021*, *State Environmental Planning Policy (Precincts - Central River City) 2021*, *State Environmental Planning Policy (Primary Production) 2021*, *State Environmental Planning Policy (Resources and Energy) 2021*, and *State Environmental Planning Policy (Biodiversity and Conservation) 2021*.

10 Council and other public authority policies on hazard risk restrictions

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of:

- (a) Landslip
No.
- (b) Bushfire risk
No.
- (c) Tidal inundation
No.
- (d) Subsidence
No.
- (e) Acid sulfate soils
Yes.
- (f) Contamination
No.
- (g) Aircraft noise
No.
- (h) Salinity
No.
- (i) Coastal hazards
No.



(j) Sea level rise

No.

(k) Any other risk (other than flooding)?

No.

In this section:

adopted policy means a policy adopted -

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11 Bush fire prone land

Is the land bush fire prone land (as designated by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the *Environmental Planning and Assessment Act 1979*)?

Some of the land is bush fire prone.

12 Loose-fill asbestos insulation

Does the land contain any residential premises that is listed on the register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*?

No.

13 Mine Subsidence

Is the subject land within a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No.

14 Paper subdivision information

14.1 Is the land subject to a development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot?

No.

14.2 Is the land subject to a subdivision order?

No.

Note: Words and expressions used in this section have the same meaning as they have in Part 10 of the *Environmental Planning and Assessment Regulation 2000* and Schedule 7 of the *Environmental Planning and Assessment Act 1979*.



15 Property Vegetation Plans

Has Council been notified that the land is land to which an in force property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* applies?

No.

16 Biodiversity stewardship sites

Has Council been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No.

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

17 Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

18 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Has Council been notified whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

No.

19 Annual charges under *Local Government Act 1993 for coastal protection services that relate to existing coastal protection works*

Has the owner (or any previous owner) of the land consented in writing to the land being subject to annual charges under Section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that *Local Government Act 1993*)?

No.

Note: 'Existing coastal protection works' are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of Section 553B of the *Local Government Act 1993*.

20 Western Sydney Aerotropolis

Does Chapter 4 of *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* (Aerotropolis Chapter) apply to the land?

No.



21 Development consent conditions for seniors housing

Has Council granted a development consent after 11 October 2007 in respect of the land setting out any terms of a kind referred to in Chapter 3, Part 5, clause 88(2) of *State Environmental Planning Policy (Housing) 2021*?

No.

22 Site compatibility certificates and conditions for affordable rental housing

22.1 Is Council aware of a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, in relation to proposed development on the land?

No.

22.2 Has Council granted a development consent in respect of the land which includes a condition of consent that sets out any terms of a kind referred to in Chapter 2, Part 2, Division 1 or 5, clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021*?

No.

22.3 Has Council granted a development consent in respect of the land which includes any conditions of consent of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*?

No.

Note: **former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

Additional Matters

Certain prescribed matters under Section 59(2) of the *Contaminated Land Management Act 1997 (CLMA1997)*.

a) Is the land significantly contaminated land within the meaning of the CLMA 1997?

No.

b) Is the land subject to a management order within the meaning of the CLMA 1997?

No.

c) Is the land subject to an approved voluntary management proposal within the meaning of the CLMA 1997?

No.

d) Is the land subject to an ongoing maintenance order within the meaning of the CLMA 1997?

No.

e) Is the land subject to a site audit statement within the meaning of the CLMA 1997?

No.

Enquiries

For any enquiries please contact Customer Service on the number below.

Lachlan Mackenzie

Authorised Officer | Hawkesbury City Council

☎ (02) 4560 4444

Land Use Table Annexure

Hawkesbury Local Environment Plan 2012

Land Use Table

Note: A type of development referred to in the Land Use Table is a reference to that type of development only to the extent it is not regulated by an applicable State Environmental Planning Policy. Please refer to the State Environmental Planning Policies (SEPPs) listed in Question 1.1 of the Planning Certificate to determine if additional permissibility's or prohibitions apply to development under these Policies.

Zone RU1 Primary Production

1. Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage agricultural activities that do not rely on highly fertile land.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.
- To promote the conservation and enhancement of local native vegetation including the habitat of threatened species, populations and ecological communities by encouraging development to occur in areas already cleared of vegetation.
- To ensure that development retains or enhances existing landscape values including a distinctive agricultural component.
- To ensure that development does not detract from the existing rural character or create unreasonable demands for the provision or extension of public amenities and services.

2. Permitted without consent

Environmental protection works; Extensive agriculture; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Aquaculture; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Correctional centres; Crematoria; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Food and drink premises; Forestry; Funeral homes; Health consulting rooms; Helipads; Heliports; Home-based child care; Home industries; Hospitals; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Moorings; Open cut mining; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Tourist and visitor accommodation; Truck depots; Veterinary hospitals; Water recreation structures; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone RU2 Rural Landscape



1. Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To maintain the rural landscape character of the land.
- To provide for a range of compatible land uses, including extensive agriculture.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses in the zone and land uses in adjoining zones.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.
- To ensure that development retains or enhances existing landscape values including a distinctive agricultural component.
- To preserve the river valley systems, scenic corridors, wooded ridges, escarpments, environmentally sensitive areas and other features of scenic quality.
- To ensure that development does not detract from the existing rural character or create unreasonable demands for the provision or extension of public amenities and services.

2. Permitted without consent

Environmental protection works; Extensive agriculture; Home occupations.

3. Permitted with consent

Agriculture; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat sheds; Building identification signs; Business identification signs; Cemeteries; Charter and tourism boating facilities; Crematoria; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Funeral homes; Helipads; Home-based child care; Home industries; Jetties; Landscaping material supplies; Moorings; Places of public worship; Plant nurseries; Recreation areas; Restaurants or cafes; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Veterinary hospitals; Water recreation structures; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone RU4 Primary Production Small Lots

1. Objectives of zone

- To enable sustainable primary industry and other compatible land uses.
- To encourage and promote diversity and employment opportunities in relation to primary industry enterprises, particularly those that require smaller lots or that are more intensive in nature.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.

2. Permitted without consent

Environmental protection works; Extensive agriculture; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Aquaculture; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Farm buildings; Flood mitigation works; Food and drink premises; Home-based



child care; Home industries; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Moorings; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Rural workers' dwellings; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone RU5 Village

1. Objectives of zone

- To provide for a range of land uses, services and facilities that are associated with a rural village.
- To maintain the rural character of the village and ensure buildings and works are designed to be in sympathy with the character of the village.
- To protect hilltops, ridge lines, river valleys, rural landscape and other local features of scenic significance.
- To ensure that development does not detract from the existing rural character or create unreasonable demands for the provision or extension of public amenities and services.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Flood mitigation works; Food and drink premises; Home-based child care; Home industries; Jetties; Landscaping material supplies; Moorings; Neighbourhood shops; Oyster aquaculture; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Schools; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone R1 General Residential

1. Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home industries;



Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4. Prohibited

Rural workers' dwellings; Any other development not specified in item 2 or 3.

Zone R2 Low Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To protect the character of traditional residential development and streetscapes.
- To ensure that new development retains and enhances that character.
- To ensure that development is sympathetic to the natural environment and ecological processes of the area.
- To enable development for purposes other than residential only if it is compatible with the character of the living area and has a domestic scale.
- To ensure that water supply and sewage disposal on each resultant lot of a subdivision is provided to the satisfaction of the Council.
- To ensure that development does not create unreasonable demands for the provision or extension of public amenities or services.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Exhibition homes; Exhibition villages; Extensive agriculture; Farm buildings; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone R3 Medium Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide a wide range of housing choices in close proximity to commercial centres and railway stations.
- To ensure that development is sympathetic to the natural amenity and ecological processes of the area.
- To ensure that development does not create unreasonable demands for the provision or extension of public amenities or services.



2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone R5 Large Lot Residential

1. Objectives of zone

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To provide primarily for low density residential housing and associated facilities.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extensive agriculture; Farm buildings; Flood mitigation works; Home-based child care; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone E1 Local Centre

1. Objectives of zone

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.
- To encourage investment in local commercial development that generates employment opportunities



and economic growth.

- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure the scale and type of development is compatible with the character and amenity of the area.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Amusement centres; Artisan food and drink industries; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home industries; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

4. Prohibited

Airports; Airstrips; Boat building and repair facilities; Boat sheds; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Extensive agriculture; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Home occupations (sex services); Hostels; Industrial retail outlets; Industries; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Marinas; Moorings; Open cut mining; Recreation facilities (major); Research stations; Resource recovery facilities; Rural industries; Rural workers' dwellings; Sewerage systems; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures.

Zone E2 Commercial Centre

1. Objectives of zone

- To strengthen the role of the commercial centre as the centre of business, retail, community and cultural activity.
- To encourage investment in commercial development that generates employment opportunities and economic growth.
- To encourage development that has a high level of accessibility and amenity, particularly for pedestrians.
- To enable residential development only if it is consistent with the Council's strategic planning for residential development in the area.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Amusement centres; Artisan food and drink industries; Backpackers' accommodation; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home industries; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Mortuaries; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Restricted premises; Tank-based aquaculture; Vehicle repair stations; Veterinary hospitals; Any other development not specified in item 2 or 4.



4. Prohibited

Airports; Airstrips; Boat building and repair facilities; Boat sheds; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Extensive agriculture; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Home occupations (sex services); Hostels; Industrial retail outlets; Industries; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Marinas; Moorings; Open cut mining; Pond-based aquaculture; Recreation facilities (major); Research stations; Resource recovery facilities; Rural industries; Rural workers' dwellings; Sewerage systems; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures Zone.

Zone E3 Productivity Support

1. Objectives of zone

- To provide a range of facilities and services, light industries, warehouses and offices.
- To provide for land uses that are compatible with, but do not compete with, land uses in surrounding local and commercial centres.
- To maintain the economic viability of local and commercial centres by limiting certain retail and commercial activity.
- To provide for land uses that meet the needs of the community, businesses and industries but that are not suited to locations in other employment zones.
- To provide opportunities for new and emerging light industries.
- To enable other land uses that provide facilities and services to meet the day to day needs of workers, to sell goods of a large size, weight or quantity or to sell goods manufactured on-site.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Boat building and repair facilities; Business premises; Centre-based child care facilities; Community facilities; Depots; Function centres; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Information and education facilities; Landscaping material supplies; Light industries; Local distribution premises; Markets; Mortuaries; Neighbourhood shops; Office premises; Oyster aquaculture; Passenger transport facilities; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Research stations; Respite day care centres; Rural supplies; Service stations; Specialised retail premises; Storage premises; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Wholesale supplies; Any other development not specified in item 2 or 4.

4. Prohibited

Airports; Airstrips; Amusement centres; Boat sheds; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Exhibition homes; Exhibition villages; Extensive agriculture; Extractive industries; Farm buildings; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Heavy industries; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Kiosks; Marinas; Moorings; Open cut mining; Residential accommodation; Resource recovery facilities; Restricted premises; Roadside stalls; Rural industries; Sewerage systems; Sex services premises; Shops; Tourist and visitor accommodation; Transport depots; Waste disposal facilities; Water recreation structures; Water storage facilities; Water treatment facilities.

Zone E4 General Industrial



1. Objectives of zone

- To provide a range of industrial, warehouse, logistics and related land uses.
- To ensure the efficient and viable use of land for industrial uses.
- To minimise any adverse effect of industry on other land uses.
- To encourage employment opportunities.
- To enable limited non-industrial land uses that provide facilities and services to meet the needs of businesses and workers.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Depots; Freight transport facilities; Funeral homes; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Light industries; Local distribution premises; Neighbourhood shops; Oyster aquaculture; Take away food and drink premises; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

4. Prohibited

Airports; Airstrips; Amusement centres; Boat sheds; Business premises; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Educational establishments; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Hazardous storage establishments; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Kiosks; Marinas; Markets; Moorings; Offensive storage establishments; Office premises; Recreation facilities (major); Research stations; Residential accommodation; Restricted premises; Roadside stalls; Sex services premises; Shops; Specialised retail premises; Tourist and visitor accommodation; Water recreation structures.

Zone SP1 Special Activities

1. Objectives of zone

- To provide for special land uses that are not provided for in other zones.
- To provide for sites with special natural characteristics that are not provided for in other zones.
- To facilitate development that is in keeping with the special characteristics of the site or its existing or intended special use, and that minimises any adverse impacts on surrounding land.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Aquaculture; Roads; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose.

4. Prohibited

Any development not specified in item 2 or 3.

Zone SP2 Infrastructure

1. Objectives of zone

- To provide for infrastructure and related uses.
- To prevent development that is not compatible with or that may detract from the provision of



infrastructure.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Aquaculture; Community facilities; Public administration buildings; Roads; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose.

4. Prohibited

Any development not specified in item 2 or 3.

Zone RE1 Public Recreation

1. Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To protect and enhance the natural environment for environmental purposes.
- To restrict development on land required for future open space purposes.

2. Permitted without consent

Environmental protection works.

3. Permitted with consent

Aquaculture; Boat sheds; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Environmental facilities; Extensive agriculture; Farm buildings; Flood mitigation works; Food and drink premises; Forestry; Helipads; Information and education facilities; Jetties; Kiosks; Markets; Moorings; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Roads; Signage; Water recreation structures; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone RE2 Private Recreation

1. Objectives of zone

- To enable land to be used for private open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.

2. Permitted without consent

Environmental protection works.

3. Permitted with consent

Aquaculture; Boat sheds; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Environmental facilities; Extensive agriculture; Farm buildings; Flood mitigation works; Food and drink premises; Helipads; Information and education facilities; Jetties; Kiosks; Markets; Moorings;



Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Signage; Water recreation structures; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone C1 National Parks and Nature Reserves

1. Objectives of zone

- To enable the management and appropriate use of land that is reserved under the *National Parks and Wildlife Act 1974* or that is acquired under Part 11 of that Act.
- To enable uses authorised under the *National Parks and Wildlife Act 1974*.
- To identify land that is to be reserved under the *National Parks and Wildlife Act 1974* and to protect the environmental significance of that land.

2 Permitted without consent

Uses authorised under the *National Parks and Wildlife Act 1974*.

3. Permitted with consent

Nil.

4. Prohibited

Any development not specified in item 2 or 3.

Zone C2 Environmental Conservation

1. Objectives of zone

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.
- To protect wetland areas from development that could adversely affect their preservation and conservation.
- To preserve wetland areas as habitats for indigenous and migratory wildlife.

2. Permitted without consent

Nil.

3. Permitted with consent

Environmental facilities; Environmental protection works; Flood mitigation works; Oyster aquaculture
Recreation areas; Roads; Water storage facilities.

4. Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Pond-based aquaculture; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Zone C3 Environmental Management

1. Objectives of zone



- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To protect varieties of wildlife and their associated habitats and corridors.
- To retain the visual and scenic qualities of the escarpment ridges and foot slopes.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Correctional centres; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Extensive agriculture; Farm buildings; Flood mitigation works; Health consulting rooms; Helipads; Home-based child care; Home industries; Hospitals; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4. Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Zone C4 Environmental Living

1. Objectives of zone

- To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.
- To ensure that residential development does not have an adverse effect on those values.
- To restrict development on land that is inappropriate for development because of its physical characteristics or bushfire risk.
- To ensure that land uses are compatible with existing infrastructure, services and facilities and with the environmental capabilities of the land.
- To encourage existing sustainable agricultural activities.
- To ensure that development does not create or contribute to rural land use conflicts.
- To promote the conservation and enhancement of local native vegetation, including the habitat of threatened species, populations and ecological communities by encouraging development to occur in areas already cleared of vegetation.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.

2. Permitted without consent

Environmental protection works; Extensive agriculture; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Farm buildings; Flood mitigation works; Food and drink premises; Forestry; Health consulting rooms; Helipads;



Heliports; Home-based child care; Home industries; Hospitals; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Moorings; Oyster aquaculture; Passenger transport facilities; Places of public worship; Plant nurseries; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Rural workers' dwellings; Sawmill or log processing works; Stock and sale yards; Tank-based aquaculture; Tourist and visitor accommodation; Transport depots; Truck depots; Veterinary hospitals; Water recreation structures; Water storage facilities.

4. Prohibited

Industries; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Zone W1 Natural Waterways

1. Objectives of zone

- To protect the ecological and scenic values of natural waterways.
- To prevent development that would have an adverse effect on the natural values of waterways in this zone.
- To provide for sustainable fishing industries and recreational fishing.

2. Permitted without consent

Nil.

3. Permitted with consent

Aquaculture; Environmental facilities; Environmental protection works; Flood mitigation works; Jetties; Moorings; Water recreation structures.

4. Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Zone W2 Recreational Waterways

1. Objectives of zone

- To protect the ecological, scenic and recreation values of recreational waterways.
- To allow for water-based recreation and related uses.
- To provide for sustainable fishing industries and recreational fishing.

2. Permitted without consent

Nil.

3. Permitted with consent

Aquaculture; Boat sheds; Building identification signs; Business identification signs; Charter and tourism boating facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Jetties; Kiosks; Marinas; Moorings; Mooring pens; Recreation areas; Recreation facilities (outdoor); Water recreation structures.

4. Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Seniors housing; Warehouse or distribution centres; Any other development not specified in item 2 or 3.



Note: See Part 2.4 of this certificate for special provisions that may apply to the subject land.



Land Use Table Annexure Continued

Hawkesbury Local Environment Plan 2012

Additional Permitted Uses

Clause 2.5 Additional permitted uses for particular land

1. Development on particular land that is described or referred to in Schedule 1 may be carried out -
 - (a) with development consent, or
 - (b) if the Schedule so provides - without development consent,in accordance with the conditions (if any) specified in that Schedule in relation to that development.
2. This clause has effect despite anything to the contrary in the Land Use Table or other provision of this Plan.

Schedule 1 Additional permitted uses

1 Use of certain land at 15B Racecourse Road, Clarendon

- (1) This clause applies to land at 15B Racecourse Road, Clarendon, being Lot 2, DP 1110480.
- (2) Development for the purposes of tourist and visitor accommodation is permitted with consent.

2. Use of certain land at 3351 Singleton Road, Colo Heights

- (1) This clause applies to land at 3351 Singleton Road, Colo Heights, being Lot 69, DP 753774.
- (2) Development for the purposes of a service station is permitted with consent.

3. Use of certain land at 23 Coromandel Road, Ebenezer

- (1) This clause applies to land at 23 Coromandel Road, Ebenezer, being Lot 1, DP 824014.
- (2) Development for the purposes of a dwelling house is permitted with consent.

4. Use of certain land at part of Hawkesbury River as shown on the Additional Permitted Uses Map

- (1) This clause applies to land at part of Hawkesbury River identified as "1" on the Additional Permitted Uses Map.
- (2) Development for the purposes of extractive industry is permitted with consent.

5. Repealed 26 April 2023

6. Use of certain land at 8 Groves Avenue, Mulgrave

- (1) This clause applies to land at 8 Groves Avenue, Mulgrave, being Lot 1, DP 1038365.
- (2) Development for the purposes of shops is permitted with consent.

7. Use of certain land at 60 Bells Line of Road, North Richmond

- (1) This clause applies to land at 60 Bells Line of Road, North Richmond, being Lot 1, DP 783403 (formally known as Lot B, DP 158512).



- (2) Development for the purposes of office premises is permitted with consent.

8. Use of certain land at 81-87 Bells Line Of Road, North Richmond

- (1) This clause applies to land at 81-87 Bells Line Of Road, North Richmond, being Lot 1, DP 834702.
- (2) Development for the purposes of a service station is permitted with consent.

9. Use of certain land at Pitt Town as shown on the Additional Permitted Uses Map

- (1) This clause applies to land at Pitt Town identified as “2” on the Additional Permitted Uses Map
- (2) Development for the purposes of community facilities is permitted with consent.

10. Use of certain land at 87 Windsor Street, Richmond

- (1) This clause applies to land at 87 Windsor Street, Richmond, being Lot 4, DP 507956.
- (2) Development for the purposes of office premises is permitted with consent.

11. Use of certain land at 739 George Street, South Windsor

- (1) This clause applies to land at 739-741 George Street, South Windsor, being Lots 11 and 12, DP 1184975.
- (2) Development for the purposes of a service station is permitted with consent.

12. Use of certain land at 5A Curtis Road, Vineyard

- (1) This clause applies to land at 5A Curtis Road, Vineyard, being Lot 6, DP 270412.
- (2) Development for the purposes of shops is permitted with consent.

13. Use of certain land at 5B Curtis Road, Vineyard

- (1) This clause applies to land at 5B Curtis Road, Vineyard, being SP 73477.
- (2) Development for the purposes of shops is permitted with consent.

14. Use of certain land at 535 Wilberforce Road, Wilberforce

- (1) This clause applies to land at 535 Wilberforce Road, Wilberforce, being Lot 1, DP 846501.
- (2) Development for the purposes of a service station is permitted with consent.

15. Use of certain land at 122-130 Macquarie Street, Windsor

- (1) This clause applies to land at 122-130 Macquarie Street, Windsor, being Lot 381, DP 595952, Lot 380, DP 818974, Lot 1, DP 797152 and Lot 1, DP 613929.
- (2) Development for the purposes of office premises and a medical centre is permitted with consent.

16. Use of certain land at Windsor Downs as shown on the Additional Permitted Uses Map

- (1) This clause applies to land at Windsor Downs identified as “3” on the Additional Permitted Uses Map
- (2) Development for the purposes of a dual occupancy (attached) is permitted with consent.

17. Use of certain land at 389 Old Hawkesbury Road, Vineyard



- (1) This clause applies to land at 389 Old Hawkesbury Road, Vineyard, being part of Lot 53, DP 593354, identified as "4" on the Additional Permitted Uses Map
- (2) Development for the purposes of sawmill or log processing works, timber yards and associated car parking is permitted with consent if the total area of the land on which that development is carried out is not greater than 10,000m².
- (3) Subclause (2) does not apply to a development application lodged more than 2 years after the commencement of the Hawkesbury Local Environmental Plan 2012 (Amendment No 3)

18. Use of certain land at 541 Windsor Road, Vineyard

- (1) This clause applies to land at 541 Windsor Road, Vineyard, being part of Lot 5, DP 536674, identified as "5" on the Additional Permitted Uses Map
- (2) Development for the purposes of light industries that relate to saw manufacturing and repairs, industrial retail outlets and associated car parking is permitted with consent if the total area of the land on which that development is carried out is not greater than 3,000m².
- (3) Development consent under subclause (2) must not be granted for the purposes of industrial retail outlets if the total gross floor area of the development is greater than 150m².
- (4) Subclause (2) does not apply to a development application lodged more than 2 years after the commencement of the Hawkesbury Local Environmental Plan 2012 (Amendment No 3)

19. Use of certain land at 541-547 Windsor Road, Vineyard

- (1) This clause applies to land at 541-547 Windsor Road, Vineyard, being part of Lot 5, DP 536674 and Lots 10 and 11, DP 1080426, identified as "6" on the Additional Permitted Uses Map
- (2) Development for the purposes of hardware and building supplies, vehicle sales or hire premises (but only in relation to the hire of trailers) and associated car parking is permitted with consent if the total area of the land on which that development is carried out is not greater than 5,000m².
- (2) Development consent under subclause (2) must not be granted -
 - (a) for the purposes of hardware and building supplies if the total gross floor area of the development is greater than 250m², or
 - (b) for the purposes of vehicle sales or hire premises if the total gross floor area of the development is greater than 325m².
- (2) Subclause (2) does not apply to a development application lodged more than 2 years after the commencement of the Hawkesbury Local Environmental Plan 2012 (Amendment No 3)

20. Use of certain land at Glossodia

- (1) This clause applies to the part of the land at Glossodia identified as "7" on the Additional Permitted Uses Map that is in Zone R2 Low Density Residential or Zone R5 Large Lot Residential.
- (2) Development for the purposes of a single food and drink premises and associated car parking facilities is permitted with development consent.
- (3) Development consent must not be granted under this clause unless -
 - (a) the development is for the purposes of -
 - (i) a restaurant or cafe, or

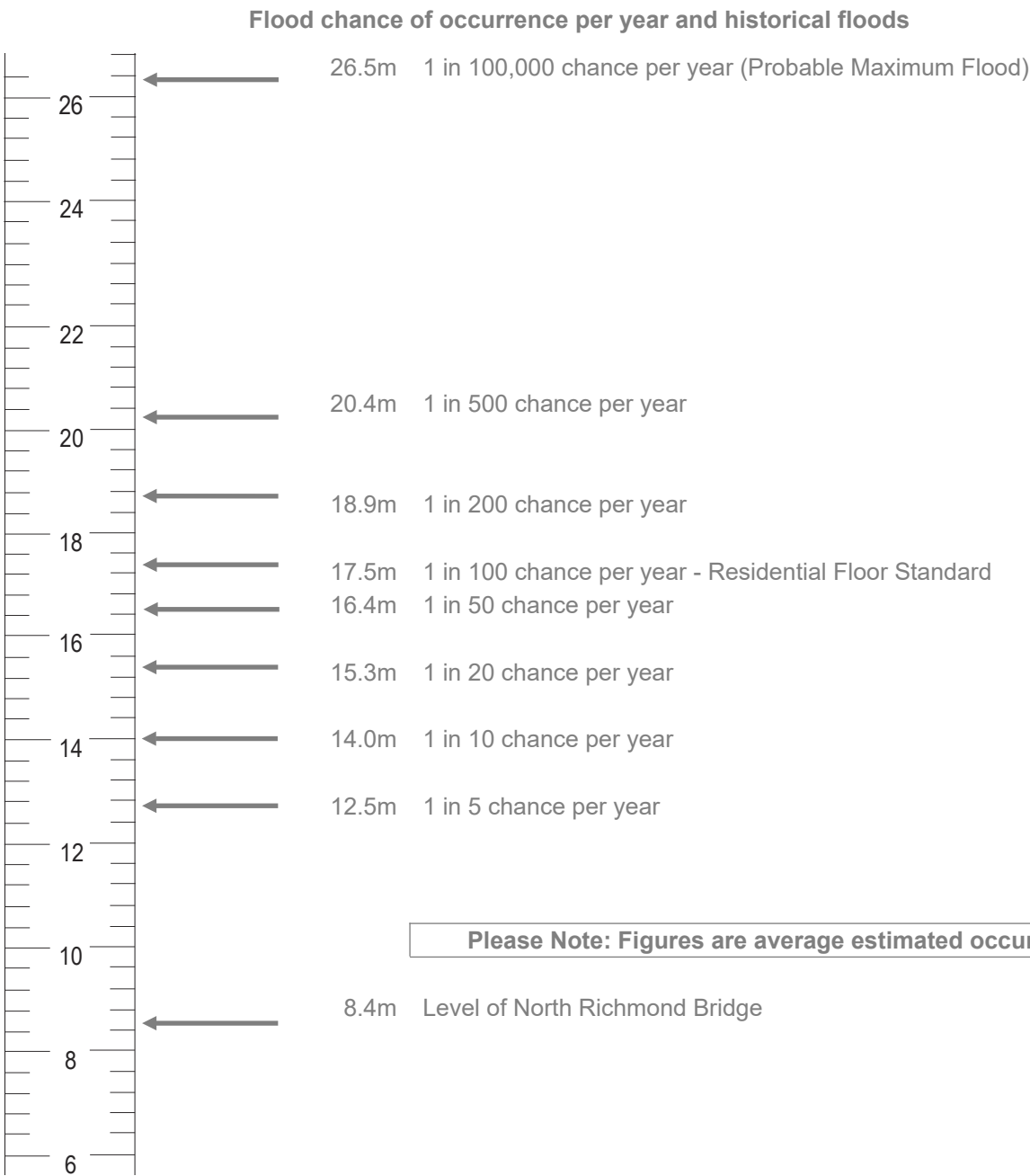


- (ii) a take away food and drink premises, and
- (b) the gross floor area of the food and drink premises will not be more than 200 square metres.

Flood Awareness - City of Hawkesbury

North Richmond

Please note that there is a risk of flooding above Council’s residential floor height control. The table below indicates levels to Australian Height Datum (above sea level) for estimated flooding probabilities and historical flood peaks.



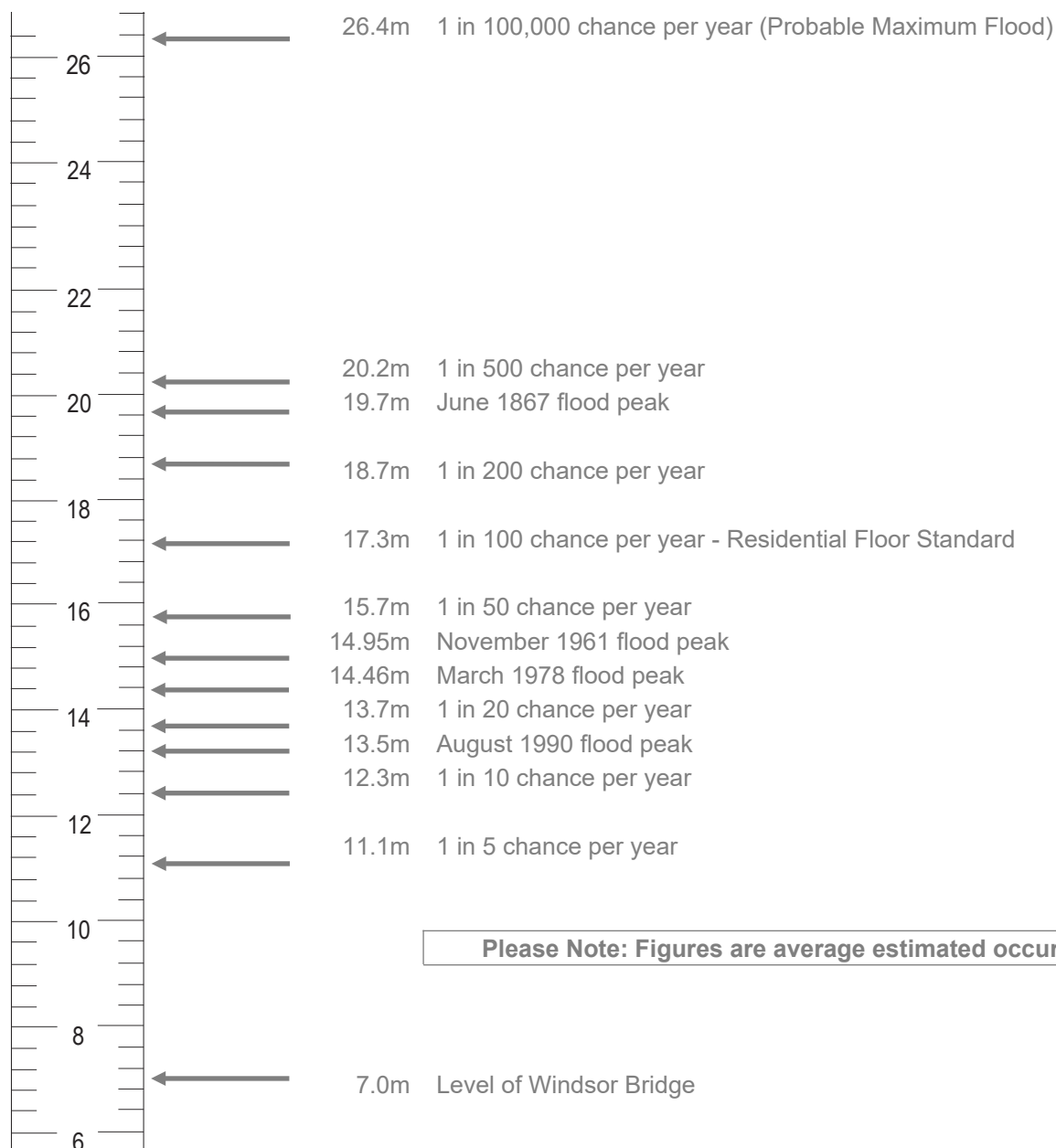
Flood heights obtained from *Engineering Studies to Modify Flood Behaviour*, September 1997, prepared by Webb, McKeown & Associates Pty Ltd for the Hawkesbury-Nepean Floodplain Management Strategy Steering Committee. Flood heights reproduced in Table: 2.3 Design Flood Levels of the Hawkesbury *Floodplain Risk Management Study and Plan*, December 2012, prepared by Bewsher Consulting Pty Ltd for Hawkesbury City Council.

Flood Awareness - City of Hawkesbury

Windsor

Please note that there is a risk of flooding above Council's residential floor height control. The table below indicates levels to Australian Height Datum (above sea level) for estimated flooding probabilities and historical flood peaks.

Flood chance of occurrence per year and historical floods



Please Note: Figures are average estimated occurrences

Flood heights obtained from *Engineering Studies to Modify Flood Behaviour*, September 1997, prepared by Webb, McKeown & Associates Pty Ltd for the Hawkesbury-Nepean Floodplain Management Strategy Steering Committee. Flood heights reproduced in Table: 2.3 Design Flood Levels of the Hawkesbury Floodplain Risk Management Study and Plan, December 2012, prepared by Bewsher Consulting Pty Ltd for Hawkesbury City Council.

25 January 2024

Hazlett Information Services

Reference number: 8003098983

Property address: 1 Flannery Ave North Richmond NSW 2754

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

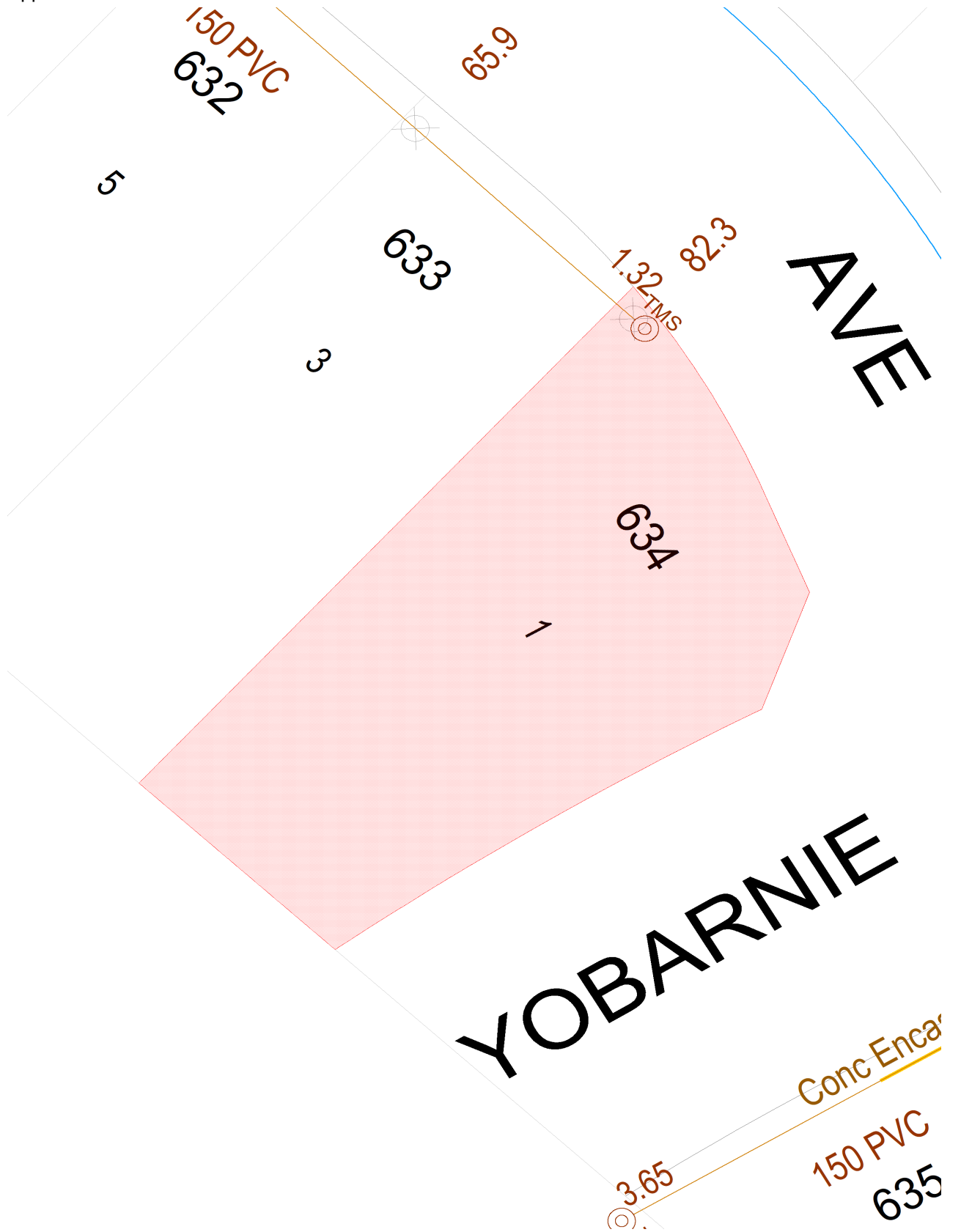
The fee you paid has been used to cover the cost of searching our records.

Yours sincerely

A handwritten signature in black ink that reads "J Gray". The signature is fluid and cursive.

Jodie Gray
Manager Customer Accounts

Service Location Print
Application Number: 8003098968



Document generated at 25-01-2024 09:50:24 AM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

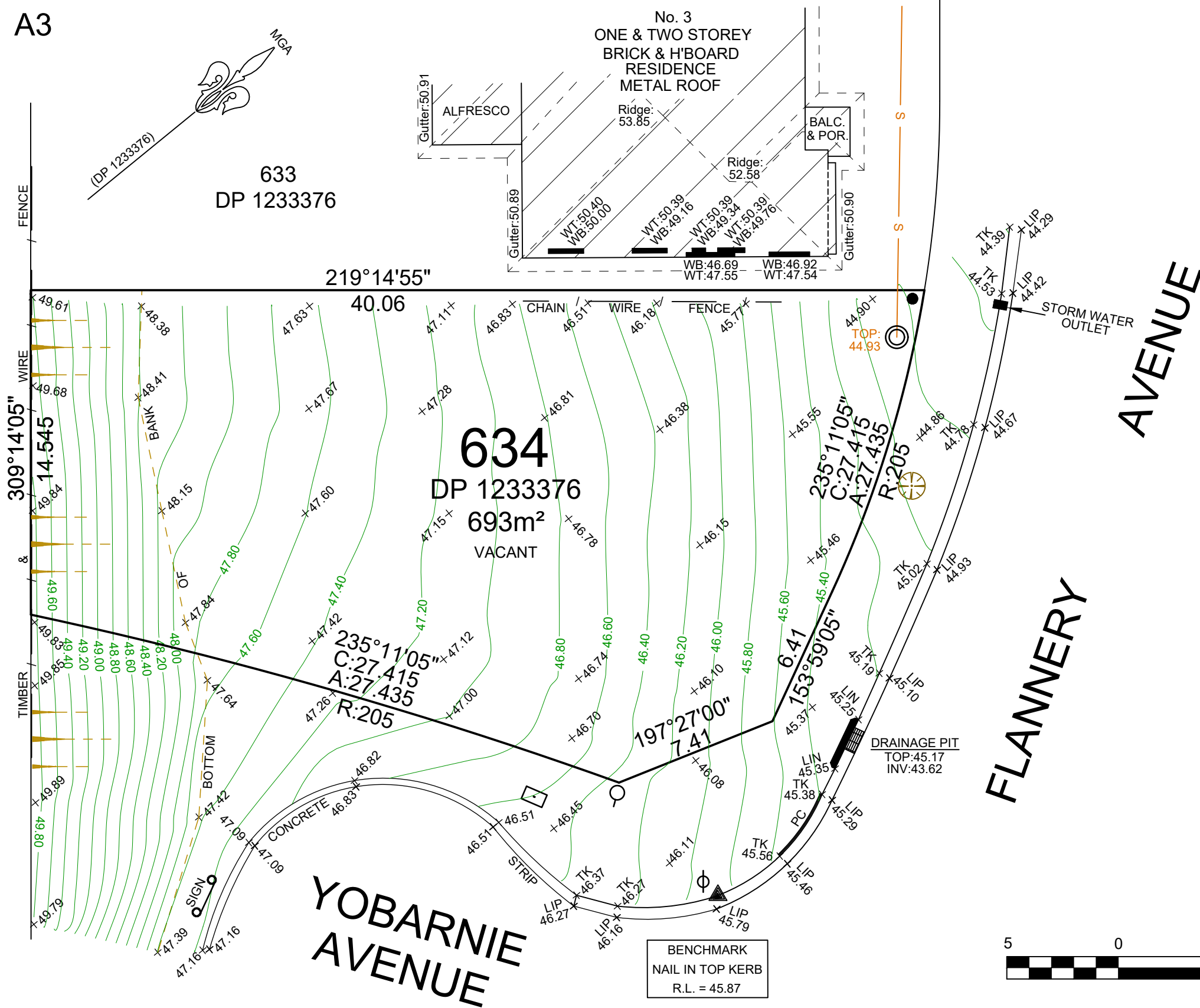
For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

A3



WB - DENOTES LEVEL AT BOTTOM OF WINDOW
WT - DENOTES LEVEL AT TOP OF WINDOW
TK - DENOTES LEVEL AT TOP OF KERB
LIP - DENOTES LEVEL AT LIP OF KERB
PC - DENOTES PRAM CROSSING
LIN - DENOTES LEVEL AT TOP OF LINTEL

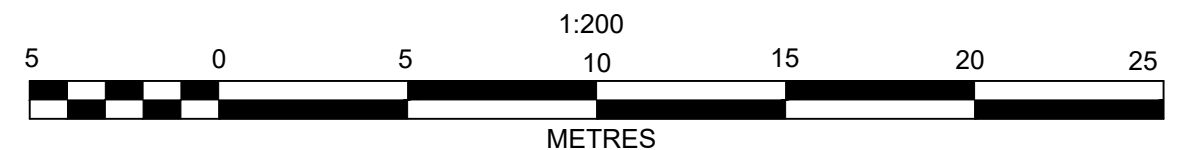
- - WATER
- - COMMS. PIT
- - LIGHT POLE
- ⊕ - SIGN POST
- ⊙ - SEWER MAINTENANCE SHAFT



DENOTES APPROX. SEWER LINE

NOTES :

1. THIS DETAIL SURVEY IS NOT A 'SURVEY' AS DEFINED BY THE SURVEYING & SPATIAL INFORMATION ACT, 2002.
2. DATUM OF LEVELS : AUSTRALIAN HEIGHT DATUM
3. ALL AREAS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS MADE AVAILABLE BY THE NSW LAND REGISTRY AND ARE SUBJECT TO FINAL SURVEY.
4. NO SEARCH MADE OF LOCATION AND NATURE OF TELEPHONE, ELECTRICITY, SEWER, WATER, GAS AND DRAINAGE RECORDS AT THE RELEVANT AUTHORITY. PRIOR TO ANY CONSTRUCTION THE RELEVANT AUTHORITY SHOULD BE CONTACTED FOR LOCATION OF SERVICES.
5. THE POSITION OF IMPROVEMENTS IN RELATION TO BOUNDARIES IS DIAGRAMMATIC ONLY.
6. VISIBLE, ACCESSIBLE SERVICES LOCATED ONLY
7. SIGNIFICANT TREES LOCATED ONLY.
8. NEIGHBOURING HOUSES, RIDGE AND ROOF POSITIONS ARE APPROXIMATE ONLY.
9. THIS TITLE BLOCK AND NOTES IS AN INTEGRAL PART OF THIS DRAWING WHICH IS NOT TO BE REMOVED.
10. CONTOURS ARE INDICATIVE ONLY. SPOT LEVELS SHOULD BE USED FOR CALCULATIONS OF QUANTITIES WITH CAUTION.



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RHCO RICHARD HOGAN & CO.
SURVEYING & DEVELOPMENT CONSULTANTS

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P.O. BOX 4365, Penrith Plaza, W 2750.
PHONE: (02) 4732 6599
Web: www.rhco.com.au Email: admin@hoganco.com.au

SURVEYOR: SW
DRAWN: DG
REDUCTION RATIO: 200
CONTOUR INTERVAL: 0.2m
SHEET 1 OF 1

ORIGIN OF LEVELS:
SSM 205051
R.L. = 45.43 (SCIMS)
DATUM: AUSTRALIAN HEIGHT DATUM
DATE: 29.09.20
VERSION No.: A

PLAN OF LEVELS AND DETAILS OVER
LOT 634 IN D.P. 1233376,
FLANNERY AVENUE, NORTH RICHMOND

CLIENT: BUILD IT WRIGHT

L.G.A.: HAWKESBURY

JOB REF: 20667