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## Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
Vendor's agent	David Haggarty First National 464 High Street, Maitland NSW 2320	Phone: 4933 5544 Fax: Ref:
Co-agent Vendor		
Vendor's solicitor	WOODGATE LAWYERS 1/179 Brunner Road, Adamstown NSW 2289 PO Box 161, Adamstown NSW 2289	Phone: 4957 1666 Fax: 4957 7166 Ref: M18-30
Date for completion	42nd day after the contract date (clause 15)	
Land (address, plan details and title reference)	UNIT 7, 6 FROST DRIVE, MAYFIELD WEST NSW 2304 Registered Plan: Lot 7 in Strata Plan SP79169 Folio: 7/SP9169	
Improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Industrial Unit	
Attached copies	documents in the List of Documents as marked or 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"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Air conditioner, security system
Exclusions	
Purchaser	
Purchaser's solicitor	
Price	\$
Deposit	\$
Balance	\$ (10% of the price, unless otherwise stated)
Contract date	(If not stated, the date this contract was made)

Buyer's agent  
 Phone:  
 Fax:  
 Ref:

Vendor

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

Witness

Purchaser  JOINT TENANTS     tenants in common     in unequal shares

Witness

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

**Electronic transaction** (clause 30)  no  YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

**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 further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

**GSTRW payment (GST residential withholding payment) – further 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 email address:

Supplier's 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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<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	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input checked="" type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input checked="" type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input checked="" type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input checked="" type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input checked="" type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input checked="" type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2016
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

BCS, 196 Hannell Street, Wickham Tel: 4927 4600

**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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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:
 

<p>APA Group          Australian Taxation Office          Council          County Council          Department of Planning, Industry and Environment          Department of Primary Industries          Electricity and gas          Land &amp; Housing Corporation          Local Land Services</p>	<p>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</p>
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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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)**

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3) 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 ss 14-250(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 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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 party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	In relation to a <i>party</i> , the party's solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

**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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.
- 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 *servicing* 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; any
- 10.1.8 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 purchaser must make a *GSTRW payment* the purchaser must –  
 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;  
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;  
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and  
 13.13.4 *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.
- 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.
- 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 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.
- 14.6 *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 –  
 14.6.1 the amount is to be treated as if it were paid; and  
 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.  
 16.2 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.  
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.  
 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance payable*;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract – that address; or
- 16.11.2 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
- 16.11.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 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 of 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 *servicing* 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 4.3);
- 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; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 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 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for a choice of BLOCK CAPITALS applies unless a different choice is marked.
- 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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- 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 Clause 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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within* 7 days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

### 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 The purchaser must –

- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 31.3 does not apply to this provision.

31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –

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.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

MAYFIELD WEST DRIVE 2004

## **ADDITIONAL CLAUSES**

**VENDOR:** P & E KING PTY LIMITED

**PURCHASER:**

**PROPERTY:** UNIT 7/6 FROST DRIVE, MAYFIELD WEST

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### **32. AMENDMENTS TO THE STANDARD CONTRACT PRINTED CONDITIONS**

- (a) **Clause 14.1 is hereby varied by the addition of the following sentence after the word "liable".**

14.1.1 The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of such adjustment.

- (b) **Clause 7.1.1 is deleted.**

- (c) **Clause 8.1.1 is amended by deleting the words:**  
"on reasonable ground" from the Clause.

- (d) **Clause 8.1.2 is amended by deleting the words:**  
"and those grounds" from the Clause.

- (e) **Clause 16.5 is amended by deleting the words:**  
"plus another 20% of that fee" from the Clause.

- (f) **Clause 18 is amended by adding the following paragraph:**  
"18.8 - The Purchaser cannot make a claim or requisitions or delay completion of this Contract after entering into possession of the property".

- (g) **Clause 25.1.1 is amended by deleting this word:**  
"limited" from the Clause.

- (h) **Clause 25.7 is deleted.**

### **33. WARRANTY AS TO AGENT**

The Purchaser warrants that the Purchaser was not introduced to the property by any Real Estate Agent other than the Agent shown as the "Vendor's Agent" or "Co-agent" on Page 1 of this Contract and should any other Real Estate Agent make a successful claim for commission against the Vendor arising from the Purchasers breach of this warranty then the Purchaser shall indemnify the Vendor

in respect of such commission and in respect of all costs of and incidental to such claim for commission incurred by the Vendor. This clause shall not merge on completion.

**34. REPRESENTATIONS AND WARRANTIES NEGATIVED**

Subject to the provisions of Section 52A of the Conveyancing Act, 1919, the Purchaser warrants that, unless otherwise stated in this Contract, the Purchaser has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on behalf of the Vendor including without limitation, any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the property or any financial return or income to be derived from the property and the terms and conditions set out in this Contract contain the entire agreement in relation to the property as concluded between the parties.

The Purchaser further acknowledges that the Purchaser has not been induced to enter into this Contract by any representation whether verbal or otherwise made by or on behalf of the Vendor which is not set out in this Contract.

**35. COVENANTS**

Notwithstanding anything in this Contract to the contrary, the Purchaser agrees not to raise any requisition or objection or make any claim for compensation or rescind or terminate this Contract in respect of any breach of any covenant relating to the property. The Purchaser is satisfied as to the terms of the covenants and has inspected the property and is satisfied as to the compliance or non-compliance with such covenants and accepts any such non-compliance. Covenant in this Clause includes any restrictive covenant.

**36. MINE SUBSIDENCE COMPENSATION**

The Purchaser may rescind this Contract if the owner of the improvements on the land is not entitled, as at the date of this Contract, to claim compensation through Subsidence Advisory NSW in respect of any damage to the land and/or improvements, arising from mine subsidence, and written communication from Subsidence Advisory NSW to that effect shall be conclusive for the purposes of this Clause.

**37. CLAIMS BY PURCHASER**

Notwithstanding the provisions of Clauses 5, 6 and 7 herein, the parties expressly agree that any claim (whether for compensation or not) shall be deemed to be an objection or requisition for the purposes of Clause 8 hereof entitling the Vendor to rescind this Contract.

**38. LATE COMPLETION**

If completion does not occur on or before the completion date, as a result of the breach or default of the Purchaser, and the Vendor is ready, willing and able to complete on the completion date, the Vendor is entitled to recover from the Purchaser as liquidated damages payable on completion of this Contract:

- (a) interest on the balance purchase price at the rate of ten per cent (10%) per annum calculated at a daily rate from the completion date to the actual date of completion to compensate the Vendor for the delay and to be added to the balance payable on completion;
- (b) the sum of Two Hundred and Twenty Dollars (\$220.00) to cover legal costs and other expenses incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses to be allowed by the Purchaser as an additional adjustment on completion;
- (c) the parties agree that payment of such sums is made on account of damages and that the Vendor shall not be required to complete this contract unless the said sums are paid on completion.
- (d) The Vendor's rights pursuant to this Clause do not limit any other rights the Vendor may have against the Purchaser as a result of the Purchaser's failure to complete this Contract in accordance with the provisions of this Contract.

**39. CONDITION OF PROPERTY**

The Purchaser acknowledges having inspected the property and accepts it in its present condition and state of repair and subject to any infestation and dilapidation and will make no objection or raise any requisition or claim for damages or rescind or terminate this Contract for any matter or thing arising from such inspection or relating to the condition or state of repair of the property.

**40. INCLUSIONS**

The items specified as "inclusions" on the front page of this Contract are included in the purchase price. The Purchaser;

- (a) acknowledges that none of the said items are new; and
- (b) acknowledges that the Vendor has not made and does not make any representation or warranty as to the state of repair or condition of such items; and

- (c) shall accept the same on the date on which the Purchaser is entitled to possession of the property hereunder in the state of repair and condition that the same are now in, reasonable wear and tear between the date hereof and the date on which the Purchaser is entitled to possession of the property hereunder excepted.

The title to such items shall pass on completion of this Contract and the Vendor shall not be required to give formal delivery in respect thereof. The Vendor shall not be responsible for any mechanical breakdown in respect of any such items.

**41. DEATH OF PARTY**

Without prejudice to any other rights or remedies which may be available, should either party or any one of them prior to completion die, then either party or any one of them or their Legal Personal Representative, may rescind this contract by service of written notice on the other party whereupon the provisions of Clause 19 herein shall apply.

**42. COMPANY PURCHASER**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor if this Clause had not been included, should the Purchaser or any of them be a Company and prior to completion of this Contract resolve to go into liquidation or provisional liquidation or have a petition or summons for winding-up presented or enter into any compromise or arrangement with its creditors or should any Administrator, Liquidator, Receiver or official Manager be appointed in respect of such Purchaser, the Purchaser shall be deemed to be in default of an essential term of this Contract and the Vendor shall be entitled without affecting any further right or remedy of the Vendor, to terminate this Contract by notice in writing served on the Purchaser and keep or recover the deposit paid hereunder and the Vendor shall be deemed to have done so pursuant to Clause 9 of this Contract which shall in all respects apply to such termination and forfeiture of the deposit.

**43. NOTICES TO PERFORM AND COMPLETE**

- (a) should any event arise entitling either party to issue a Notice to Perform upon the other then the parties agree that a period of seven (7) days from the service of such a notice making time of the essence shall be a proper and reasonable time.
- (b) should any event arise entitling either party to issue a Notice to Complete upon the other then the parties agree that a period of fourteen (14) days from the service of such a notice making time of the essence shall be a proper and reasonable time.

The party serving a Notice to Complete may:

- (i) At any time, withdraw the Notice to Complete by further notice to the party in default; and
- (ii) At its option, issue a further Notice to Complete.

**44. SWIMMING POOL**

If a swimming pool forms part of the property:

- (a) the Vendor does not warrant that the swimming pool complies with the requirements imposed by the Swimming Pools act 1992 (in this clause "the Act") and the regulations prescribed under the Act;
- (b) after completion the Purchaser must comply with the requirements of the Act; and
- (c) the Purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of the swimming pool and any non-compliance with the Act and Regulations prescribed under the Act.

**45. SURVEY**

Where a Surveyor's Report (or copy thereof) is annexed to this Contract;

- (a) the Vendor does not warrant the accuracy or completeness of the Report; and
- (b) the Purchaser will take title subject to and will not make any objection, requisition or claim for compensation or claim any right to rescind or terminate in respect of the matters disclosed or referred to in such Report.

**46. LIMITED TITLE**

Notwithstanding any other provision in this Contract for Sale, in the event that title is Limited Title but not Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the subject property.



**47. GUARANTEE AND INDEMNITY IF THE PURCHASER IS A COMPANY**

- (a) If the Purchaser of the property is a Company, the Officers or persons who sign this Contract on behalf of the Company or who attest the seal of the Company on this Contract:
  - (i) jointly and separately guarantee all obligations of the Purchaser under this Contract including the payment of the purchase price; and
  - (ii) jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this Contract.
- (b) This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this Contract between the Vendor and the Purchaser.

**48. SEWER DIAGRAM**

- (a) The Vendor discloses and the Purchaser acknowledges that in the event the property is connected to a sewer main service provided by the Hunter Water Corporation then the attached sewer main diagram is the only diagram available from the Hunter Water Corporation in the ordinary course of administration.
- (b) The Purchaser shall not be entitled to make any objection, requisition or claim for compensation or rescind or terminate this Contract in respect of the matter disclosed.

**49. TENANCY**

If a tenant is currently in occupation of the property and if page 1 of this Contract provides for the Vendor to give vacant possession of the property on completion of this contract, then the following provisions will apply:

- (a) Completion of this Contract is conditional upon the Vendor obtaining vacant possession of the property from the tenant. The Vendor will forthwith serve a notice on the tenant and will pursue that notice and the obtaining of vacant possession.
- (b) In the event that vacant possession is not available within 21 days after the completion date herein, time being of the essence, and if completion of this Contract has not been effected, then either party may rescind this Contract and the provisions of Clause 19 herein will apply. The Vendor will not be liable to the Purchaser for any damages, costs or expenses.

- (c) At any time before rescission of the Contract the Purchaser may by notice elect to proceed to complete the Contract without obtaining vacant possession and shall not bring a claim against the Vendor for the Vendor's failure to obtain vacant possession or for any loss suffered by the Purchaser as a result of such.

**50. ELECTRONIC SIGNATURES**

- (a) The parties acknowledge and agree that the execution of this Contract by the Vendor and Purchaser, or any one of them, may be effected by the use of either facsimile or emailed signatures (hereinafter call "the manner of the execution of the Contract") and such facsimile or emailed copy of the Contract shall constitute a valid and binding execution of this Contract by such party or parties.
- (b) The parties agree that they will not make any requisitions, objection or claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the manner of the execution of the Contract.
- (c) The parties agree to provide to the other party, the original of this Contract within twenty-one (21) days after the date of this Contract and the parties further agree that Page 1 of the Contract bearing the original signature of each party must be dated the same date as this Contract.

**51. CONFLICT**

If there is a conflict or inconsistency between these Additional Clauses and the printed clauses of this Contract, these Additional Clauses shall prevail to the extent of such conflict or inconsistency.

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Vendor/s

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Purchaser/s

## STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: P & E KING PTY LIMITED  
Purchaser:  
Property: Unit 7/6 Frost Drive, Mayfield West  
Dated:

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### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
  2. Is anyone in adverse possession of the property or any part of it?
  3.
    - (a) What is the nature of any tenancy or occupancy?
    - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
    - (c) Please specify any existing breaches.
    - (d) What is the current rent payable?
    - (e) Please provide details of outgoings or contributions to outgoings payable and the manner in which they have been calculated (e.g. base year figures).
    - (f) All rent and outgoings or contributions to outgoings should be paid up to or beyond the date of completion.
    - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
    - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
    - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
    - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
    - (k) Are there any sub-leases? If so, copies should be provided.
    - (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
  4. Is any tenancy subject to the *Retail Leases Act 1994*?  
If so:
    - (a) complete copies of the disclosure statements as required by that Act should be provided;
    - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
    - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
    - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
    - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
    - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
  5. Is any part of their property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
  6. If any tenancy is subject to the *Residential Tenancies Act 1987*:
    - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
    - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.
- Title**
7. On completion the vendor should be registered as proprietor in fee simple of the property free from all caveats and encumbrances whether statutory or otherwise and recorded as the owner of the property on the strata roll, free from all other interests.
  8. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
  9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
  10. When and where may the title documents be inspected?
  11. Are any fixtures, fittings or goods included in the sale subject to:
    - (a) any interest by way of mortgage charge, trust or power; or
    - (b) any right of removal in favour of a third party?If so, details must be given and any indebtedness or restriction or right discharged or removed prior to completion or title transferred unencumbered to the vendor prior to completion.
  12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels

13. included in the property must be provided.  
Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922*, *Access to Neighbouring Land Act (2000)*, Section 88K of the *Conveyancing Act 1919*, Section 40 of the *Land & Environment Court Act 1979* or are there circumstances which would give rise to a notice or application under those Acts in respect of the property. If the answer is yes, please provide full details.

**Rates and taxes**

14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the property must be paid up to the date of completion and receipts produced.
15. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax?  
If so:  
(a) to what year has a return been made?  
(b) what is the taxable value of the property for land tax purposes for the current year?

**Survey and building**

16. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
17. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
18. In respect of the property and the common property:  
(a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?  
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?  
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(e) In respect of any residential building work carried out in the last 6 years:  
(i) please identify the building work carried out;  
(ii) when was the building work completed?  
(iii) please state the builder's name and licence number;  
(iv) please provide details of insurance under the *Home Building Act 1989*.
19. Are the improvements affected or have they been previously affected by:  
(a) termite infestation, treatment or repair?  
(b) flooding or dampness?  
(c) functional problems with equipment such as air conditioning, roofs, lifts or inclinators, pool equipment, building management and security systems?  
(d) asbestos, fibreglass or other material injurious to health having been used in the construction of the property?  
If so, please provide full details.
20. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
21. If a swimming pool is on the common property:  
(a) when did construction of the swimming pool commence?  
(b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?  
(c) If the swimming pool has been approved under the *Local Government Act 1993*, please provide details.  
(d) are there any outstanding notices or orders?
22. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.  
(b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?  
(c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991*?
23. Are any rainwater downpipes connected to the sewer?
- Affectations, notices and claims**
24. In respect of the property and the common property:  
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?  
(b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?  
(c) Is the vendor aware of:  
(i) any road, drain, sewer or storm water channel which intersects or runs through them?

- (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
- (iii) any latent defects in them such as underground pipes or structures?
- (d) Has the vendor any notice or knowledge of them being affected by the following:
  - (i) any resumption or acquisition or proposed resumption or acquisition?
  - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
  - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  - (v) any realignment or proposed realignment of any road adjoining them?
  - (vi) any charge or liability including liability for remediation of the property, or proceedings under the *Contaminated Land Management Act 1997* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?
- (e) If the answer to any part of 24(d) is yes, please:
  - (i) provide full details;
  - (ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
  - (iii) provide full details regarding the extent of any non-compliance.

**Owners corporation management**

- 25. Has the initial period expired?
- 26. If the property includes a utility lot, please specify the restrictions.
- 27. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 28. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

- 29. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

**Warranties and service contracts**

- 30. Please provide copies of any warranty or maintenance or service contract for the property which is assignable on completion.
- 31. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

**Requisitions and transfer**

- 32. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 33. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 34. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

**Completion**

- 35. Please confirm that on completion you will hand to us:
  - (a) a discharge of any mortgage and withdrawal of any caveat and the appropriate Section 118 Notice;
  - (b) the Certificate of Title Folio Identifier;
  - (c) Transfer executed by the vendor and Section 118 Notice;
  - (d) the vendor's copies of all leases and disclosure statements;
  - (e) notices of attornment;
  - (f) all keys in the possession of the vendor;
  - (g) original of any Building Certificate;
  - (h) original of any Survey Report;
  - (i) original occupation certificate;
  - (j) instruction manuals and warranties for any plant belonging to the vendor;
  - (k) any third party guarantees together with appropriate assignments;
  - (l) any documents required for the purchaser to have benefit of any bonds;
  - (m) tax invoice;
  - (n) depreciation schedule;
  - (o) any documents required for the purchaser to have good title to any fixtures, fittings or goods;
  - (p) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external)
- 36. The purchaser reserves the right to make further requisitions prior to completion.
- 37. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



LAND  
REGISTRY  
SERVICES

Order number: 61344424  
Your Reference: King M18-30  
09/03/20 15:54



NSWLRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 7/SP79169

SEARCH DATE	TIME	EDITION NO	DATE
9/3/2020	3:54 PM	4	27/9/2011

LAND

LOT 7 IN STRATA PLAN 79169  
AT MAYFIELD WEST  
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

P & E KING PTY LIMITED (T AG523411)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP79169
- 2 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS RECORDED ON REGISTER FOLIO 1/270249

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

PRINTED ON 9/3/2020

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LAND  
REGISTRY  
SERVICES

Order number: 61344424  
Your Reference: King M18-30  
09/03/20 15:54



NSWLRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79169

SEARCH DATE	TIME	EDITION NO	DATE
9/3/2020	3:54 PM	4	24/11/2016

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 79169  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MAYFIELD WEST  
LOCAL GOVERNMENT AREA NEWCASTLE  
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SP79169

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 79169  
ADDRESS FOR SERVICE OF DOCUMENTS:  
BCS STRATA MANAGEMENT  
LOCKED BAG 22  
HAYMARKET 1238

SECOND SCHEDULE (20 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE INDUSTRIAL SCHEMES MODEL BY-LAWS  
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE  
AT THE DATE OF REGISTRATION OF THE SCHEME
- 3 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS  
RECORDED ON REGISTER FOLIO 1/270249
- 4 LAND EXCLUDES MINERALS BY CROWN GRANT
- 5 EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 121.92 METRES BY  
CROWN GRANT
- 6 DP270249 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (4) IN THE SEC.88B INSTRUMENT (DOC.1)
- 7 DP270249 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (5) IN THE SEC.88B INSTRUMENT (DOC.1)
- 8 DP270249 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S. 88B INSTRUMENT (DOC.4)
- 9 DP270249 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (3) IN THE S. 88B INSTRUMENT (DOC.4)
- 10 DP270249 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (4) IN THE S. 88B INSTRUMENT (DOC.4)
- 11 DP270249 EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.2)
- 12 DP270249 EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.3)

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79169

PAGE 2

SECOND SCHEDULE (20 NOTIFICATIONS) (CONTINUED)

- 13 DP270249 EASEMENT FOR ACCESS AND MAINTENANCE VARIABLE WIDTH AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED (DOC. 1)
- 14 DP270249 EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE "B" APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 15 DP270249 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE SEC.88B (DOC.1)
- 16 DP270249 EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE - 'P' (DOC 10 ) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 17 DP270249 EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE - 'P' (DOC 10 ) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 AD330427 CHANGE OF BY-LAWS
- 19 DP270249 EASEMENT FOR ENVIRONMENTAL SERVICES 5 METRE(S) WIDE 'P' APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.11)
- 20 AK948949 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 79169

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 12	2	- 8	3	- 8	4	- 8
5	- 8	6	- 8	7	- 8	8	- 8
9	- 8	10	- 8	11	- 8	12	- 8

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

PRINTED ON 9/3/2020

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LAND  
REGISTRY  
SERVICES

Order number: 61344424  
Your Reference: King M18-30  
09/03/20 15:54



NSWLRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270249

SEARCH DATE	TIME	EDITION NO	DATE
9/3/2020	3:54 PM	6	19/6/2018

LAND

THE COMMUNITY PROPERTY WITHIN LOT 1 IN COMMUNITY PLAN DP270249  
AT MAYFIELD WEST  
LOCAL GOVERNMENT AREA NEWCASTLE  
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP270249

FIRST SCHEDULE

COMMUNITY ASSOCIATION DP270249  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- MONTEATH & POWYS STRATA MANAGEMENT PTY LIMITED  
PO BOX 743  
NEWCASTLE 2300

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
  - 8633390 AMENDMENT TO MANAGEMENT STATEMENT BY-LAW 17.1 REPEALED AND REPLACED SEE ANNEXURE 'A' OF THE MANAGEMENT STATEMENT
  - 8633391 AMENDMENT TO MANAGEMENT STATEMENT BY-LAW 5.1 REPEALED AND REPLACED SEE ANNEXURE 'B' OF THE MANAGEMENT STATEMENT
  - 9929689 AMENDMENT TO MANAGEMENT STATEMENT. "CONTAMINATION" AMENDED TO READ "CONSTRUCTION" SEE ANNEXURE "C" OF THE MANAGEMENT STATEMENT.
- 3 F702707 SUBJECT TO THE PROVISIONS OF CLAUSE 29 SET OUT IN SCHEDULE TO BROKEN HILL PTY. LTD (RECLAMATION AND EXCHANGE) AGREEMENT RATIFICATION ACT, 1950
- 4 DP270249 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH "A" (DOC.1) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP270249 EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE "B" (DOC.1) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP270249 EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE "B" (DOC.1) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP270249 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE SEC.88B INSTRUMENT (DOC.1)

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/270249

PAGE 2

SECOND SCHEDULE (11 NOTIFICATIONS) (CONTINUED)

- 8 DP270249 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (5) IN THE SEC.88B INSTRUMENT (DOC.1)
- 9 DP270249 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (6) IN THE SEC.88B INSTRUMENT (DOC.1)
- 10 DP270249 EASEMENT FOR OVERHEAD ELECTRICITY MAINS AND ACCESS  
30 WIDE AND VARIABLE "D" (DOC.1) AFFECTING THE PART(S)  
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1034764 EASEMENT FOR OVERHEAD SERVICES AND RELATED STRUCTURES  
30 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE  
PART(S) SHOWN SO BURDENED IN DP1034764

NOTATIONS

- DP270249 NOTE: REGISTERED 23.02.2001 SUBDIVIDES LOT 3 INTO LOTS 4-17
- DP270249 NOTE: REGISTERED 26.02.2001 SUBDIVIDES LOT 17 INTO LOTS 18-23
- DP270249 NOTE: REGISTERED 10.9.2002 - LOTS 2 & 23 SUBDIVIDED INTO  
LOTS 24 - 26
- DP270249 NOTE: REGISTERED 29.11.2002 - SUBDIVIDES LOT 26 INTO LOTS  
27-28 IN DP270249
- DP270249 NOTE: REGISTERED 24.3.2003 SUBDIVIDES LOT 28 INTO LOTS 29-30  
IN DP270249
- DP270249 NOTE: REGISTERED 23.9.2003. SUBDIVIDES LOT 30 INTO LOTS 31-33
- DP270249 NOTE: REGISTERED 16-12-2004 SUBDIVIDES LOT 33 INTO LOTS  
34-49 DP270249
- DP270249 NOTE: REGISTERED 15.07.2005. SUBDIVIDES LOT 49 INTO LOTS  
50-51 IN DP270249
- DP270249 NOTE: REGISTERED 25-11-2005. SUBDIVIDED LOTS 27 & 29 INTO  
LOTS 52-53
- SP76557 NOTE: REGISTERED 10.2.2006 SUBDIVIDES LOT 37 INTO LOTS 1-8  
AND COMMON PROPERTY IN SP76557
- DP270249 NOTE: REGISTERED 9-5-2006. SUBDIVIDED LOTS 48 & 50 INTO LOTS  
54-74
- SP75030 NOTE: REGISTERED 21/6/2006. SUBDIVIDES LOTS 14 & 15 INTO LOTS  
1-15 AND COMMON PROPERTY IN SP75030.
- DP270249 NOTE: REGISTERED 16.11.2006. SUBDIVIDED LOT 25 INTO 75-76
- DP270249 NOTE: REGISTERED 16.11.2006. CONSOLIDATED LOTS 72 & 73 INTO  
77
- SP78504 NOTE: REGISTERED 19.2.2007. SUBDIVIDES LOT 60 INTO LOTS 1-6  
AND COMMON PROPERTY IN SP78504
- SP78530 NOTE: REGISTERED 26.2.2006. SUBDIVIDES LOT 34 INTO LOTS 1-2  
AND COMMON PROPERTY IN SP78530
- SP79092 NOTE: REGISTERED 27.6.2007 SUBDIVIDES LOT 77 INTO LOTS 1-19  
AND COMMON PROPERTY IN SP79092
- DP270249 NOTE: REGISTERED 17.08.2007. CONSOLIDATION OF LOTS 11 AND 12  
INTO LOT 78 DP270249
- SP79952 NOTE: REGISTERED 14-12-2007 SUBDIVIDES LOT 59 INTO LOTS 1-10

END OF PAGE 2 - CONTINUED OVER

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NOTATIONS (CONTINUED)

AND COMMON PROPERTY IN SP79952  
 SP80042 NOTE: REGISTERED 29-1-2008. SUBDIVIDES LOT 66 INTO LOTS 1-22  
 AND COMMON PROPERTY IN SP80042  
 SP80323 NOTE: REGISTERED 12-3-2008. SUBDIVIDES LOT 38 INTO LOTS 1 - 6  
 AND COMMON PROPERTY IN SP80323.  
 SP80756 NOTE: REGISTERED 16-7-2008. SUBDIVIDES LOTS 41 AND 42 INTO  
 LOTS 1 AND 2 AND COMMON PROPERTY IN SP80756  
 DP270249 NOTE: REGISTERED 17.11.2008. SUBDIVIDES LOT 74 INTO LOTS  
 79-91 IN DP270249  
 SP81555 NOTE: REGISTERED 9/2/2009. LOT 67 SUBDIVIDED INTO LOTS 1-14  
 AND COMMON PROPERTY IN SP81555  
 DP270249 NOTE: REGISTERED 13.11.2009. SUBDIVIDES LOT 79 INTO LOTS  
 92-95 IN DP270249  
 DP270249 NOTE: REGISTERED 16.11.2009. SUBDIVIDES LOT 92 INTO LOTS  
 96-98 IN DP270249  
 DP270249 NOTE: REGISTERED 30.5.2011. SUBDIVIDES LOTS 69 & 97 IN  
 DP270249 INTO LOTS 99-100 IN DP270249  
 SP95229 NOTE: REGISTERED 03.04.2017 - LOT 84 SUBDIVIDED INTO LOTS 1 -  
 13 AND COMMON PROPERTY IN SP95229  
 SP95984 NOTE: REGISTERED 24/07/2017. LOT 65 SUBDIVIDED INTO LOTS 1-12  
 AND COMMON PROPERTY IN SP95984  
 DP270249 NOTE: REGISTERED 21.9.2017. SUBDIVIDES LOT 51 INTO LOTS  
 101-105 IN DP270249  
 SP96633 NOTE: REGISTERED 22.11.2017. SUBDIVIDES LOT 9 IN DP270249  
 INTO LOTS 1-9 AND COMMON PROPERTY IN SP96633  
 DP270249 NOTE: REGISTERED 2.3.2018. SUBDIVIDES LOT 105 INTO LOTS  
 106-111 IN DP270249  
 DP270249 NOTE: REGISTERED 26.3.2018. SUBDIVIDES LOT 95 INTO LOTS  
 112-115 IN DP270249  
 SP97787 NOTE: REGISTERED 19/6/2018. LOT 68 SUBDIVIDED INTO LOTS 1-17  
 AND COMMON PROPERTY IN SP97787  
 SP79169 NOTE: REGISTERED 12.7.2007. SUBDIVIDES LOT 62 INTO LOTS 1-12  
 AND COMMON PROPERTY IN SP79169  
 AN489265 NOTE: EDITION 6 WAS ISSUED IN ERROR AND HAS BEEN DESTROYED.  
 EDITION 5 TO BE LODGED WITH THE NEXT DEALING  
 SP99055 NOTE: REGISTERED 13.2.2019. LOT 101 SUBDIVIDED INTO LOTS 1-76  
 AND COMMON PROPERTY IN SP99055  
 SP99706 NOTE: REGISTERED 8.7.2019. LOT 112 & 113 SUBDIVIDED INTO LOTS  
 1-17 AND COMMON PROPERTY IN SP99706.  
 SP99132 NOTE: REGISTERED 23/09/2019. LOT 114 SUBDIVIDED INTO LOTS  
 1-12 AND COMMON PROPERTY IN SP99132  
 SP100219 NOTE: REGISTERED 8.10.2019. SUBDIVIDES LOT 93 IN DP270249  
 INTO LOTS 1-16 AND COMMON PROPERTY IN SP100219  
 SP100645 NOTE: REGISTERED 10/12/2019. SUBDIVIDES LOT 82 IN DP270249  
 INTO LOTS 1-3 AND COMMON PROPERTY IN SP100645

END OF PAGE 3 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
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FOLIO: 1/270249  
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PAGE 4

NOTATIONS (CONTINUED)  
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UNREGISTERED DEALINGS: DP280089.

\*\*\* END OF SEARCH \*\*\*

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STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

STRATA CERTIFICATE

Name of Council/Association: **Newcastle City Council**  
 being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 have been complied with, approve of the proposal:  
 Strata plan  
 Section 88

SURVEYORS CERTIFICATE

1 MATTHEW CHARLES FREDERICK  
 of 2 CASTLEBACH STREET FORTH 2190  
 a surveyor registered under the Surveying Act 2002, hereby certify that:

(1) each applicable requirement of Schedule 14 to the Strata Schemes (Freehold Development) Act 1973 or Schedule 4 to the Strata Schemes (Leasehold Development) Act 1988 has been met.

(2) the building attachments are public places.  
 (3) the building attachments on land refer to a public place. In respect of which each attachment is a public place:  
 \* has been created by:  
 \* is an existing public place.  
 \* is an existing public place.

(3) the survey information recorded in the accompanying location plan is accurate.

Signature: **M. Fredrick**  
 Date: 22/1/2008

Date: **9.2.07**  
 Subdivision No: **91113**

Application No: **91113**  
 Proposed Development Consent No: **91113**  
 Issued by: **Newcastle City Council**  
 Authorised Person: **M. M. M. M.**  
 complete, or details if optional

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UNIT ENTITLEMENT
1	12
2	8
3	8
4	8
5	8
6	8
7	8
8	8
9	8
10	8
11	8
12	8
<b>TOTAL</b>	<b>100</b>

Industrial Model By-laws adopted for this scheme.  
 \* Schedule of By-laws in sheets filed with plan.  
 \* No By-laws apply.  
 \* Strike out whichever is inapplicable.

PLAN OF SUBDIVISION OF LOT 82 IN DP 270249

LGA: NEWCASTLE Suburb/Locality: MAYFIELD WEST

Parish: NEWCASTLE County: NORTHUMBERLAND

SP79169

Registered: 12-01-2007

Purpose: STRATA PLAN

RefMap: L 6357-82

Last Plan: DP270249.

Name of, and address for services of, notices on, the owners corporation.  
 \* Address required on original strata plan only

**THE OWNERS**  
**STRATA PLAN No. 79169.**  
**No 6 FROST DRIVE**  
**MAYFIELD WEST NSW 2304**

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions or the use of land or positive covenants



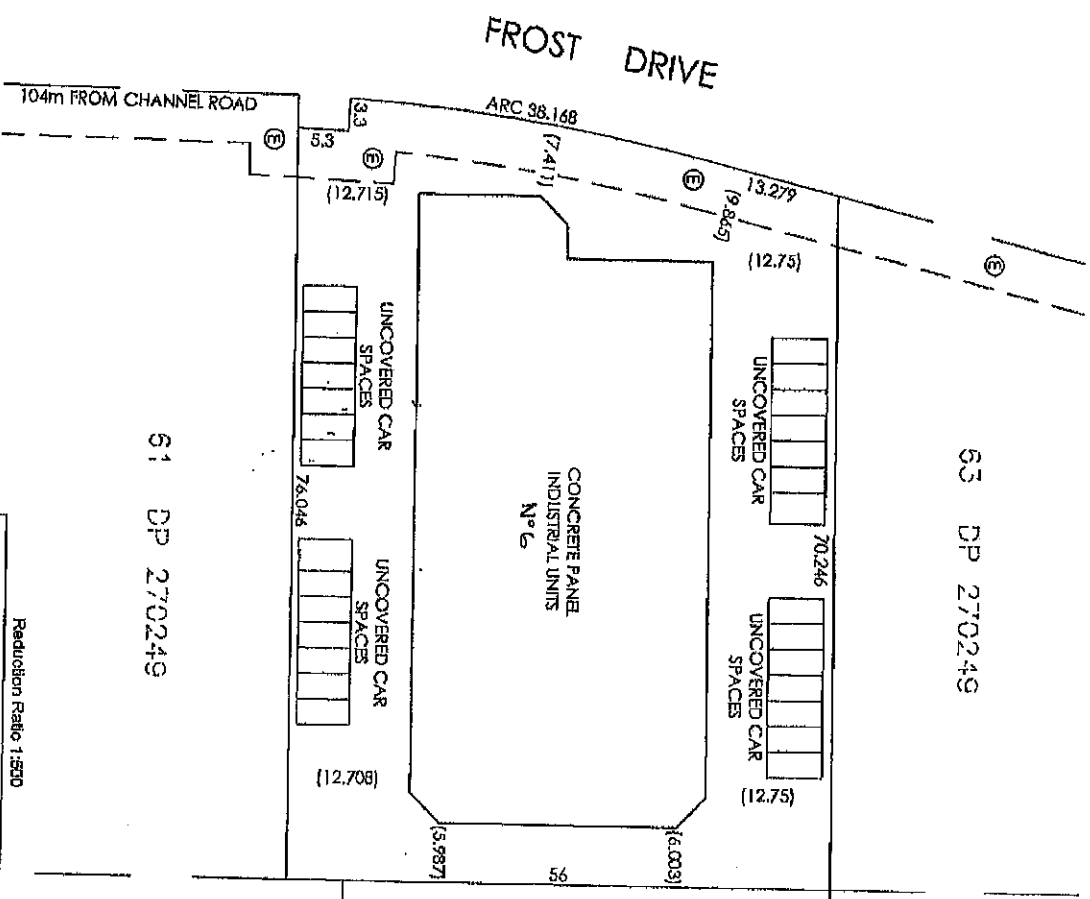
**Secretary/Director**  
**Allen**  
**Director**

Signed at Sydney the 19 day of February 2007 for Investrac Bank (Australia) Limited  
 A.C.N. 071 282 594 by its duly appointed Attorney Under Power of Attorney Book 4507 No. 396 dated 12/1/07  
**M. M. M. M.**  
 Attorney

LOCATION PLAN



ⓔ EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE



61 DP 270249

63 DP 270249

59 DP 270249

58 DP 270249

57 DP 270249

SP79169

Reduction Ratio: 1:500

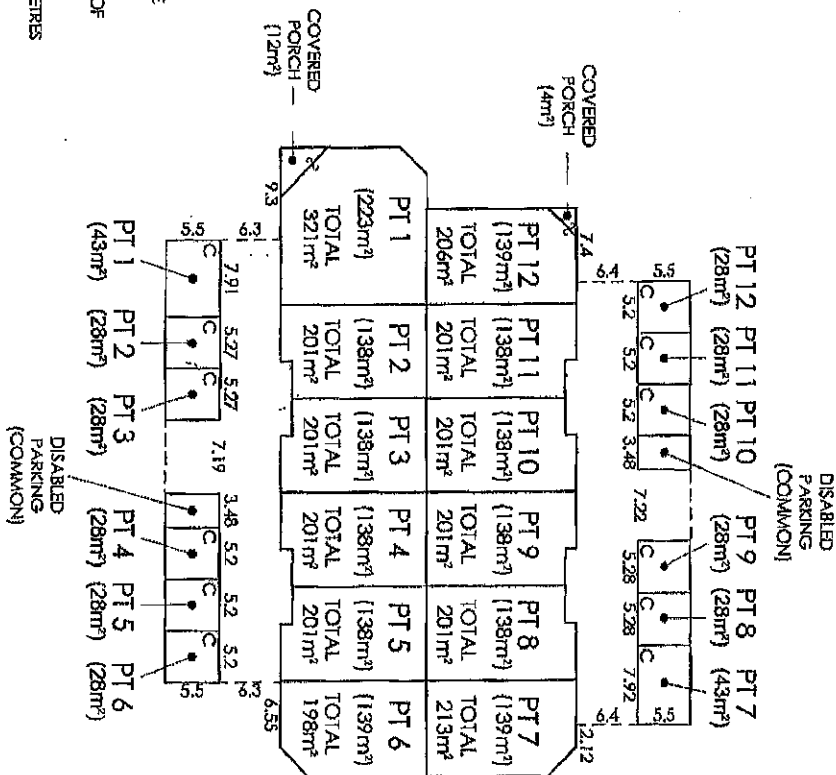
Lengths in metres

*M. Fedler*  
 Registrar  
 Surveyor  
 REFERENCE: 30 287

*G. M. ...*  
 Authorised Person/Chartered Surveyor/Registered Geomatics Practitioner

SP79169

FLOOR PLAN



BALCONIES ARE RESTRICTED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THEIR FLOOR.  
 CONNECTIONS ARE TO PROLONGATION OF OUTER SURFACES OF WALLS OR AT 90° TO SAME.  
 UNCOVERED CAR SPACES (C) ARE LIMITED IN STRATUM TO 5 METRES ABOVE THE HARDBYND.  
 ALL CORNERS IN CAR SPACES ARE 90°.  
 ANY SERVICE LINE WITHIN A LOT, WHICH IS SERVICING ANOTHER LOT, IS COMMON PROPERTY.  
 AREAS ARE APPROXIMATE

Reduction Ratio 1:500

ADDITIONS BY ME 29-06-2007

M. Friedman  
 Lengths in metres

M. Friedman  
 Registered Surveyor  
 REFERENCE : 30 287

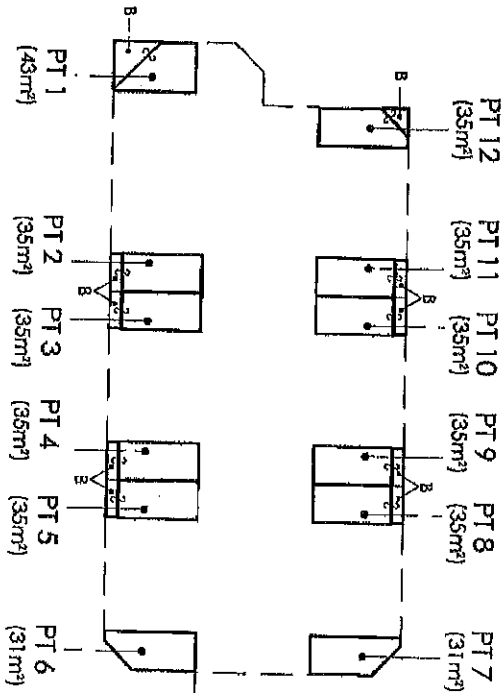
G. M. ...  
 Authorised Person/Contract Administrator/Secretary



MEZZANINE LEVEL PLAN



NOTE:  
 AREAS FOR MEZZANINE INCLUDE  
 BALCONY AREAS (DESIGNATED 'B')  
 FOR ALL LOTS EXCEPT 6 & 7  
 BALCONIES ARE RESTRICTED IN HEIGHT TO 5m  
 ABOVE THE UPPER SURFACE OF THEIR FLOOR  
 EXCEPT WHERE SHOWN



SP79169

ADDITIONS BY ME 29.06.2007

Lengths in metres

*M. Friedman*

Reduction Ratio 1:500

*M. Friedman*  
 Registrar  
 Surveyor  
 REFERENCE: 30287

*G. N. ...*  
 Authorised Person/General Manager/Approved Designer

# Strata Schemes Management Regulation 2005

Repealed version for 9 July 2010 to 31 August 2010 (accessed 16 March 2020 at 16:38)

Schedule 3

## Schedule 3 Model by-laws for industrial schemes

(Clause 27)

### 1 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

### 2 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

### 3 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any sign to advertise the activities of the occupier of the lot, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation referred to in clause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in clause (3) that forms part of the common property and that services the lot.

### 4 Children on common property

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

#### **5 Behaviour of invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

#### **6 Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the written approval of the owners corporation.

#### **7 Cleaning windows and doors**

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

#### **8 Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
  - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

### **9 Appearance of lot**

The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

### **10 Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot).

### **11 Preservation of fire safety**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

### **12 Prevention of hazards**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

### **13 Provision of amenities or services**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- (a) security services,
  - (b) promotional services,
  - (c) cleaning,
  - (d) garbage disposal and recycling services,
  - (e) electricity, water or gas supply,
  - (f) telecommunication services (for example, cable television).

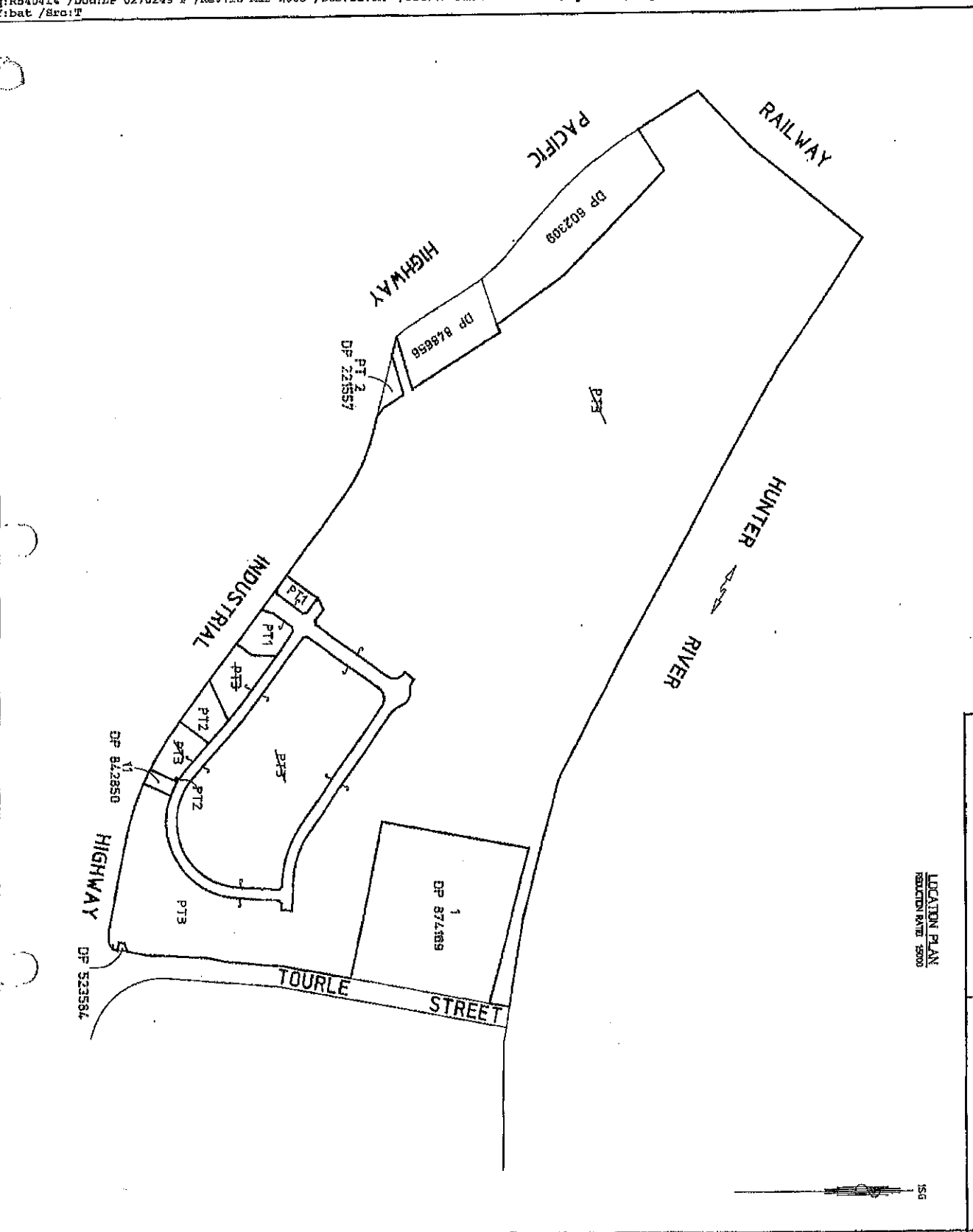
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

**14 Compliance with planning and other requirements**

The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

STATIONED 98/136



NAME OF DEVELOPMENT, if any  
**STEEL RIVER**

ADDRESS FOR SERVICE OF NOTICE  
 HUNTEYH & POINTS STRATA MANAGEMENT P/L  
 PO BOX 7481, NEWCASTLE 2300

LOCATION PLAN  
 SECTION 147E 1500

1:50

LOT No	DETAILS	SHEET No
3	SUBDIVIDED INTO LOTS 4-17	7-9
17	SUBDIVIDED INTO LOTS 18-28	10-12
2,23	SUBDIVIDED INTO LOT 24-26	13-15
26	SUBDIVIDED INTO LOTS 27-28	16-18
28	SUBDIVIDED INTO LOTS 29-30	19-21
30	SUBDIVIDED INTO LOTS 31-33	22-24
33	SUBDIVIDED INTO LOTS 34-44	25-29
44	SUBDIVIDED INTO LOTS 50-51	30-32
27,29	SUBDIVIDED INTO LOTS 52-53	33
57	SUBDIVIDED INTO SP 16/551	34-37
46,50	SUBDIVIDED INTO LOTS 54-74	38-45
45	SUBDIVIDED INTO SP 75030	46
25	SUBDIVIDED INTO LOTS 75-76	38
12,13	CONSOLIDATED INTO LOT 77	39
60	SP 78504	40
11 & 12	CONSOLIDATED INTO LOT 78	40
66	SPR0042	
34	SPT8530	
77	SPT8082	
59	SPT8982	
38	SPT8222	

THIS SHEET IS BEING CONTINUALLY UPDATED TO REFLECT THE CURRENT STATUS OF THE SCHEME FOR DETAILS OF SUCH UPDATES AND ADDITIONAL AND REEL AGREEMENT SHEETS ADD TO SEE SCHEDULE BELOW

SUBDIVISION CERTIFICATE NO 7213

DATE 10/02/01

AUTHORISED PERSON *G. M. ...*

SURVEYORS *W. G. ...*

DATE 30 JUNE 2000

SCHEDULE OF CHANGES TO THE SCHEME

FOR REFERENCE TO ADDITIONAL SHEETS  
 SEE SCHEDULE BELOW

REGISTERED: *DP 0270249*

SP78530, SP78082, SP78982 ADDED ON SCHEDULE OF CHANGES TO THE SCHEME PANEL VIDE 2008/165

KUT 14.2.2008

Examined by: *Shirley L. James*  
 By the Public Construction Department  
 Pursuant to a Request for Approval  
 Dated 8 December 1999 and  
 Resolution Book 4260 No. 911

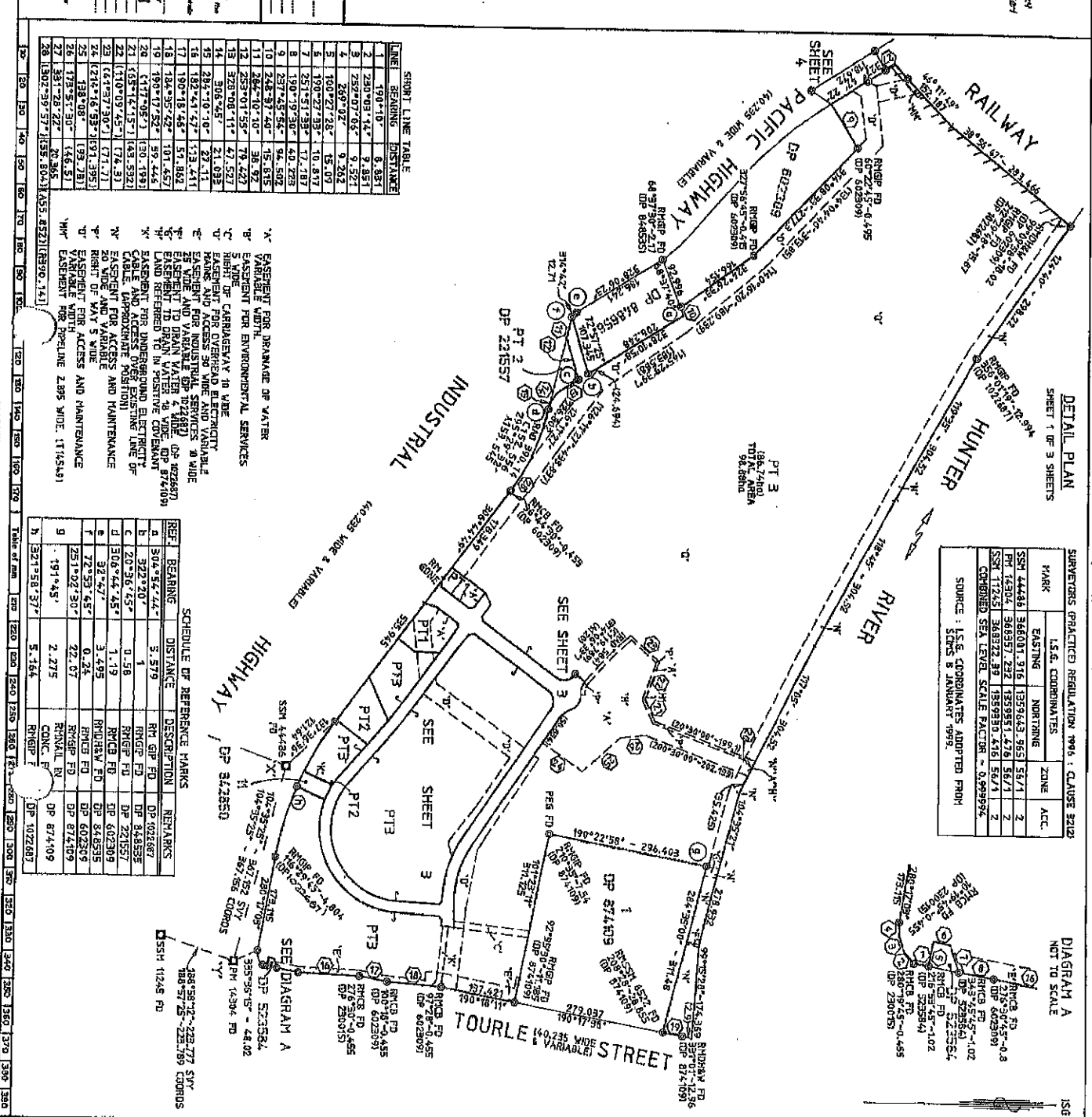
*Richard J. ...*  
 Attorney

*T. ...*  
 Witness

Revised: 18-Mar-2008  
 Drawn by: 98/136  
 Checked by: 98/136  
 Title: DP270249  
 Project: ...  
 Date: ...

Down Lands Office Approval  
 Approved: ...  
 Date: ...

Subdivision Certificate  
 Approved: ...  
 Date: ...



Plan Drawing only to appear in this space

DETAIL PLAN  
 SHEET 1 OF 3 SHEETS

SURVEYORS PRACTICES REGULATORY 1996 - CLAUSE 32(2)

MARK	EASTING	NORTHING	ZONE	ACC.
SSN 4448	386001.316	1359643.965	56/1	2
PT 1	386057.232	1359581.476	56/1	2
SSN 14264	386372.87	1359580.476	56/1	2
CHANGED SEA LEVEL SCALE FACTOR = 0.999994				

SOURCE: I.S.G. COORDINATES ADOPTED FROM SURVEYORS PRACTICES REGULATORY 1996 - CLAUSE 32(2)

DIAGRAM A  
 NOT TO SCALE

ISE

DP270249  
 Registered: 19/23-2-2001  
 CA SELF CERTIFICATE  
 The System: TORRENS  
 Purpose: SUBDIVISION  
 Ref No: U6557-5, 824  
 Last File: 2007-11-10  
 PLAN OF SUBDIVISION OF LOT 2  
 IN DP 874109

LGA: NEWCASTLE  
 Locality: MAYFIELD WEST  
 Parish: NEWCASTLE  
 County: NORTHUMBERLAND

This is Sheet 2 of my plan in accordance with the provisions of the Subdivision Act 1988-1994 and the Survey Act 1958-1994. I, the Registrar, have examined the plan and the accompanying documents and have found that they comply with the provisions of the Subdivision Act 1988-1994 and the Survey Act 1958-1994. I have also examined the plan and the accompanying documents and have found that they comply with the provisions of the Subdivision Act 1988-1994 and the Survey Act 1958-1994.

Plans used in preparation of this plan:  
 DP 874109 DP 648595  
 DP 602889 DP 221557  
 DP 602887 DP 522514  
 DP 365544 DP 402282  
 DP 648595

THIS INTENDED TO DEDICATE STEEL AND ANCHOR BOLTS AND PANTHOUS DRIVE TO THE PUBLIC.

- EXISTENT FOR DRAINAGE OF WATER
- VARIABLE WIDTH 'X'
- EASEMENT FOR ENVIRONMENTAL SERVICES 'X'
- RIGHT OF CARRIAGEWAY TO WIDE 'C'
- RESTRICTION ON THE USE OF LAND 'R'
- RESTRICTION ON THE USE OF LAND 'R'
- POSITIVE COVENANT 'V'
- EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS OVER EXISTING LINE OF CABLE 'X'
- EXISTENT FOR DRAINAGE OF WATER
- EASEMENT FOR OVERHEAD WIRE AND VARIABLE WIDE 'X'
- RIGHT OF WAY 5 WIDE 'W'
- EXISTENT FOR ACCESS AND MAINTENANCE VAN, HIGH 'V'

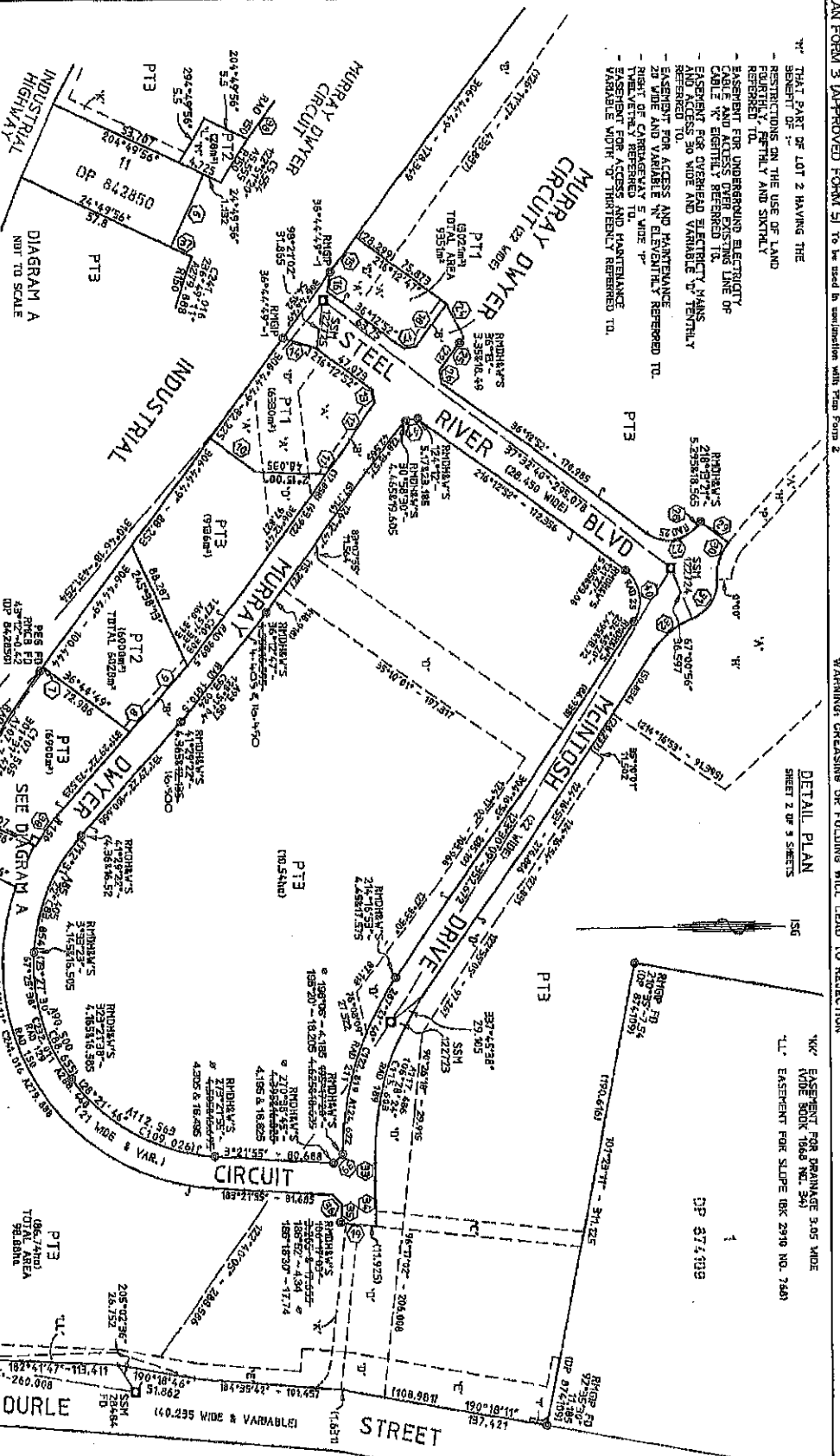
PLAN FORM 3 (APPROVED FORM 5) to be used in conjunction with Plan Form 2

SHORT LINE TABLE

LINE	BEARING	DISTANCE	ARC	RADIUS
1	90°00'00"	8.031		
2	230°03'14"	9.851		
3	269°07'06"	9.521		
4	269°02'00"	9.262		
5	294°45'54"	30.102		
6	308°44'43"	31.566		
7	308°44'43"	27.143		
8	308°44'43"	27.143		
9	308°44'43"	30.817		
10	308°44'43"	38.075		
11	308°44'43"	47.4		
12	308°44'43"	42.867		
13	308°44'43"	42.867		
14	308°44'43"	23.795		
15	308°44'43"	28.295		
16	308°44'43"	28.295		
17	308°44'43"	71.157		
18	308°44'43"	34.565		
19	308°44'43"	28		
20	308°44'43"	441.223		
21	308°44'43"	171.817		
22	308°44'43"	50.817		

SHORT LINE TABLE

LINE	BEARING	DISTANCE	ARC	RADIUS
23	100°47'28"	15.09		
24	63°09'55"	74.681		
25	63°09'55"	27.27		
26	81°42'54"	6.485		
27	352°30'06"	34.723		
28	308°44'43"	3.193		
29	308°44'43"	23		
30	102°02'47"	28.644		
31	102°02'47"	30.417		
32	145°47'22"	33.209		
33	145°47'22"	11.786		
34	89°42'22"	29.72		
35	295°06'01"	11.794		
36	228°30'28"	8.489		
37	228°30'28"	8.489		
38	307°42'40"	19.872		
39	316°29'48"	6.205		
40	320°16'52"	34.723		
41	320°16'52"	8.485		
42	320°16'52"	8.485		



- \* THAT PART OF LOT 2 HAVING THE RESTRICTIONS ON THE USE OF LAND PERTAINING TO THE SIXTHLY REFERRED TO.
- EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS OVER EXISTING LINE OF EASEMENT FOR OVERHEAD ELECTRICITY LINES REFERRED TO.
- EASEMENT FOR ACCESS AND MAINTENANCE - 20' WIDE AND VARIABLE W/ ELEVATION REFERRED TO.
- RIGHT OF CARRIAGEWAY 5' WIDE W/ VARIABLE WIDTH OF MAINTENANCE REFERRED TO.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN  
SHEET 2 OF 3 SHEETS

15G

\* EASEMENT FOR DRAINAGE 3.05' WIDE (SEE SOIL 1066 NCL 34)

\* EASEMENT FOR SLOPE (SEE 2910 NO. 769)

\* EASEMENT FOR OVERHEAD ELECTRICITY MANS

\* EASEMENT FOR INDUSTRIAL SERVICES 10' WIDE, 15' WIDE AND VARIABLE W/ ELEVATION REFERRED TO.

\* EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS OVER EXISTING LINE OF CABLE (REFER TO PLAN FORM 2)

\* EASEMENT FOR WATER SUPPLY 2' WIDE AND VARIABLE W/ ELEVATION REFERRED TO.

\* EASEMENT FOR CARRIAGEWAY 10' WIDE

\* EASEMENT FOR ENVIRONMENTAL SERVICES 5' WIDE

\* RIGHT OF CARRIAGEWAY 10' WIDE

\* EASEMENT FOR OVERHEAD ELECTRICITY MANS AND ACCESS 30' WIDE AND VARIABLE

\* EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS OVER EXISTING LINE OF CABLE (REFER TO PLAN FORM 2)

\* EASEMENT FOR WATER SUPPLY 2' WIDE AND VARIABLE W/ ELEVATION REFERRED TO

\* EASEMENT FOR DRAINAGE 3.05' WIDE (SEE SOIL 1066 NCL 34)

\* EASEMENT FOR SLOPE (SEE 2910 NO. 769)

\* EASEMENT FOR OVERHEAD ELECTRICITY MANS

\* EASEMENT FOR INDUSTRIAL SERVICES 10' WIDE, 15' WIDE AND VARIABLE W/ ELEVATION REFERRED TO.

\* EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS OVER EXISTING LINE OF CABLE (REFER TO PLAN FORM 2)

\* EASEMENT FOR WATER SUPPLY 2' WIDE AND VARIABLE W/ ELEVATION REFERRED TO.

\* EASEMENT FOR CARRIAGEWAY 10' WIDE

\* EASEMENT FOR ENVIRONMENTAL SERVICES 5' WIDE

\* RIGHT OF CARRIAGEWAY 10' WIDE

\* EASEMENT FOR OVERHEAD ELECTRICITY MANS AND ACCESS 30' WIDE AND VARIABLE

\* EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS OVER EXISTING LINE OF CABLE (REFER TO PLAN FORM 2)

\* EASEMENT FOR WATER SUPPLY 2' WIDE AND VARIABLE W/ ELEVATION REFERRED TO.

Registered DP270249

Registered 30TH JUNE 2008

Surveyor registered under Surveyors Act 1928

This is sheet 3 of a plan of 5 sheets

The plan is subject to the provisions of the Land Act 1925

Plan Form 3 (Approved Form 5) to be used in conjunction with Plan Form 2

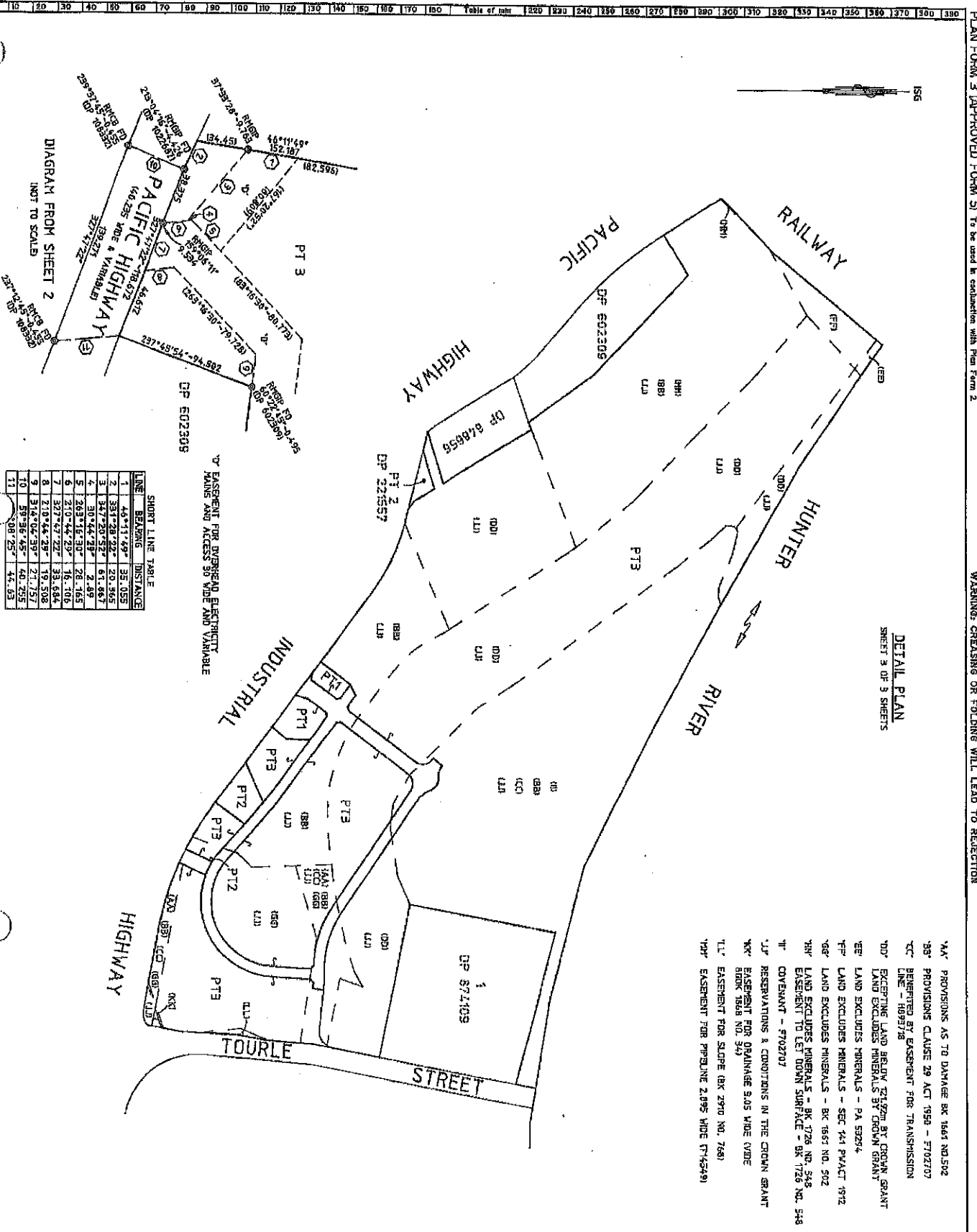
PLAN AMENDED IN LPI AT SURVEYOR'S REQUEST VIDE 2007M7100(285) MB 21.6.2007

PLAN AMENDED IN LPI AT SURVEYOR'S REQUEST VIDE 109/2002 MB 30/1/2002

Plan Drawing only to appear in this space

Surveyor's Reference 98/136





DETAIL PLAN  
 SHEET 3 OF 3 SHEETS

- 144' PROVISIONS AS TO DAMAGE BK 1641 NO.502
- 145' PROVISIONS CLAUSE 29 ACT 1958 - F702707
- 146' RESERVE BY EASEMENT FOR TRANSMISSION LINE H093748
- 147' EXCEPTING LAND BELOW 72.120M BY CROWN GRANT
- 148' LAND EXCLUDES MINERALS BY CROWN GRANT
- 149' LAND EXCLUDES MINERALS - PA 59254
- 150' LAND EXCLUDES MINERALS - SEC 141 P/ACT 1972
- 151' LAND EXCLUDES MINERALS - BK 1661 NO. 502
- 152' LAND EXCLUDES MINERALS - BK 1726 NO. 548
- 153' EASEMENT TO LET DOWN SURFACE - BK 1726 NO. 548
- 154' COVENANT - F702707
- 155' RESERVATIONS & CONDITIONS IN THE CROWN GRANT
- 156' EASEMENT FOR DRAINAGE 9.05 WIDE (VDE BK 1668 NO. 544)
- 157' EASEMENT FOR SLOPE (BK 2910 NO. 7681)
- 158' EASEMENT FOR P/PLINE 2.095 WIDE (F745491)

SHORT LINE TABLE

LINE	BENDING	DISTANCE
1	48°11'49"	35.055
2	331°28'22"	20.565
3	347°20'52"	61.667
4	30°44'28"	2.48
5	263°15'30"	26.165
6	210°44'29"	16.106
7	327°47'22"	33.684
8	218°44'29"	19.508
9	314°04'29"	21.757
10	59°56'45"	40.295
11	208°25'	44.53

EASEMENT FOR OVERHEAD ELECTRICITY MAINS AND ACCESS 30 WIDE AND VARIABLE

DIAGRAM FROM SHEET 2  
 (NOT TO SCALE)

Plan Drawing only to appear in this price

DP270249

Registered: 2009 JUN 2 2:00 PM  
 This is sheet 4 of 3 sheets of 5 sheets  
 prepared by subdivision certificate No. 7213  
 2009

Signature Registered under Statutes and 1980  
 This is sheet 4 of 3 sheets of 5 sheets  
 prepared by subdivision certificate No. 7213  
 2009

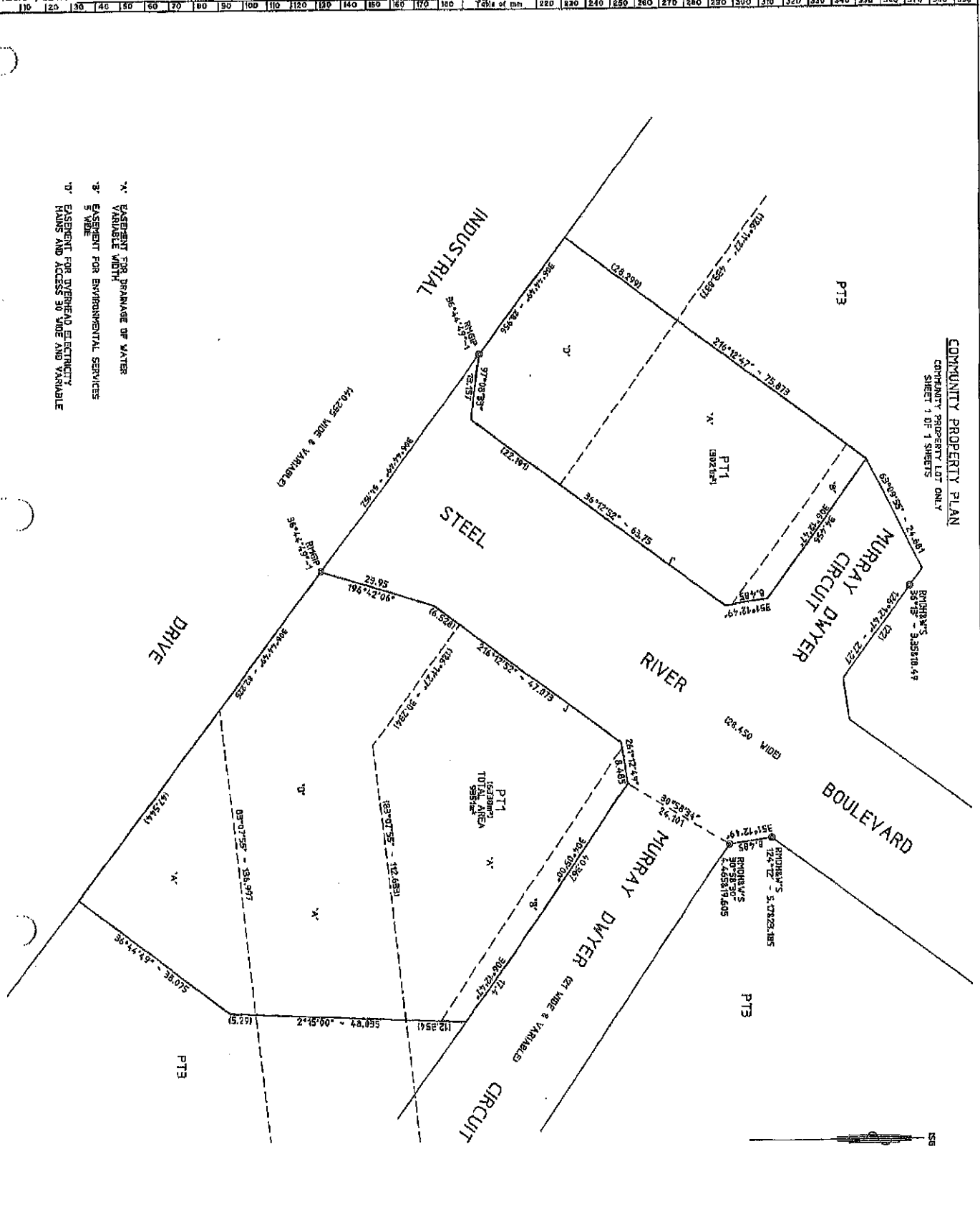
C. M. ...  
 Signature Registered under Statutes and 1980  
 This is sheet 4 of 3 sheets of 5 sheets  
 prepared by subdivision certificate No. 7213  
 2009

Invoice No: 15200

SALES TAX REFERENCE: 98/736 500000000

COMMUNITY PROPERTY PLAN

COMMUNITY PROPERTY LOT ONLY  
SHEET 1 OF 1 SHEETS



- 'x' EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- 'y' EASEMENT FOR ENVIRONMENTAL SERVICES 5' WIDE
- 'z' EASEMENT FOR OVERHEAD ELECTRICITY MAINS AND ACCESS 30' WIDE AND VARIABLE

Plan Drawing only to appear in this space

DP270249

Registered: 30 JUN 2008

*[Signature]*

This is Form 5 of the form of the Registrar provided by subsection 17(1)(b) of the Land Title Act, R.S.O. 1990, c. 186, s. 17(1)(b).

G. M. [Signature]

Revision 18/3/08

DRAWING REFERENCE: 98/136 SCHEDULED

LOT No	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	141	
3	4859	
TOTAL	10000	

HISTORICAL FILE  
 < SEE REPLACEMENT SH (A)

Plan Drawing only to appear in this space

DP270249

Registered: 25.2.2008  
 30 JUNE 2008

*[Signature]*

19 FEB 2008

*[Signature]*

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS BEING REVALUED AS THE SCHEME IS BEING REVALUED AS THE COMPLETION OF THE SCHEME

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED GA OR BR SC ETC. AS THE CIRCUMSTANCES REQUIRE.

1 HENRY FAWLER  
 OF VICTORIAN PLUMBER & PLY LTD.  
 67 BENDISYD ST. HAMILTON 2303  
 BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1977  
 CERTIFY THAT THE UNIT ENTITLEMENT SHOWN ON THIS SHEET ARE BASED UPON THE INFORMATION MADE AVAILABLE TO ME ON 17-1-2008

SIGNATURE: *[Signature]*  
 DATE: 13 JULY 2008

**INITIAL SCHEDULE OF UNIT ENTITLEMENT**

LOT No.	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	141	
3	NEW LOTS 4-7 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 8 & 9
4	78	
5	94	
6	83	
7	127	
8	78	
9	92	
10	88	
11	78	
12	85	
13	85	
14	88	
15	93	
16	595	
17	8210	
<b>TOTAL</b>	<b>10000</b>	

HISTORICAL FILE  
 (SEE REPLACEMENT SR. 62)

Plan Drawing only to appear in file space

REPLACEMENT SR. 62  
 DP270249

Registered: 2008-2-20  
 19 FEB 2008  
 19 FEB 2008

Example: Additional notes, Submap No. 2008  
 This is sheet 7 of 7 sheets of 7 sheets  
 governing by subdivision certificate No. 9214

THIS SHEET CONTAINS AN UPDATED  
 REFERENCE SHEET OF THE PLAN  
 REGISTERED ON 25-2-2008

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  
 WHICH WILL BE NUMBERED 65, 66 OR 60  
 ETC. AS THE CIRCUMSTANCES REQUIRE.

I HENRY PAWLAK  
 OF WOLTERS PAWLAK SINRI PTY LTD  
 87 BEAUFORT ST. HAMILTON 2903  
 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  
 17-2-08  
 SIGNATURE: *Henry Pawlak*  
 DATE: 13 Jun 2008

LOT NO.	INITIAL SCHEDULE OF UNIT ENTITLEMENT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	541	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
2	COMMUNITY PROPERTY	78	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
3	COMMUNITY PROPERTY	54	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
4	COMMUNITY PROPERTY	83	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
5	COMMUNITY PROPERTY	105	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
6	COMMUNITY PROPERTY	78	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
7	COMMUNITY PROPERTY	92	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
8	COMMUNITY PROPERTY	85	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
9	COMMUNITY PROPERTY	85	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
10	COMMUNITY PROPERTY	88	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
11	COMMUNITY PROPERTY	83	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
12	COMMUNITY PROPERTY	85	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
13	COMMUNITY PROPERTY	88	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
14	COMMUNITY PROPERTY	83	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
15	COMMUNITY PROPERTY	85	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
16	COMMUNITY PROPERTY	88	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
17	COMMUNITY PROPERTY	83	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
18	COMMUNITY PROPERTY	85	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
19	COMMUNITY PROPERTY	88	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
20	COMMUNITY PROPERTY	83	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
21	COMMUNITY PROPERTY	85	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
22	COMMUNITY PROPERTY	88	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
23	COMMUNITY PROPERTY	83	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
24	COMMUNITY PROPERTY	85	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
25	COMMUNITY PROPERTY	88	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
TOTAL		16000	

HISTORICAL FILE  
 SEE REPLACEMENT SHEET 6C

REPLACEMENT SH. N. 4  
 DP270249 GB 1.00

Registered 19/06/2009  
 30 JUNE 2009

*[Signature]*

This is a copy of the original plan as approved by subdivision certificate No. 7215

*[Signature]*

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT AND REVISIONS SHEET 16 OF THE PLAN REGISTERED ON 29.12.2001

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT WHICH IS 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 INDEXED 6C 6D OR 6E ETC AS THE CIRCUMSTANCES REQUIRE.

I HENRY PAULIK  
 OF VOLTERS PAVLIK SIRM PTY LTD  
 57 BEAUFORT ST. HAMILTON 2305  
 BEING A VALUER REGISTERED UNDER  
 THE VALUERS ACT 1975 CERTIFY THAT THE UNIT  
 ENTITLEMENTS SHOWN ON THIS SHEET  
 ARE BASED UPON VALUATIONS MADE  
 BY ME ON 17-2-2009  
 SIGNATURE: *[Signature]*  
 DATE: 17/2/2009

Plan Drawing only to appear in this space

Division State 1  
 SURVEYORS REGISTRATION 58/136 965656620

REPLACEMENT SHEET 8C

1 OF SUBDIVISION  
 REPLACEMENT SHEET 8C

Registered 10-9-2002

This is sheet 9 of the plan in 6 sheets  
 2 OCTOBER 2001

*Handwritten signature*

Surveyor registered under Surveyors Act 1928  
 This is sheet 9 of the plan of 6 sheets  
 Total area of subdivision certified as 12.97

HISTORICAL FILE  
 SEE REPLACEMENT SHEET 8D

LOT NO	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	COMMUNITY PROPERTY	SEE SHEETS 13, 14 & 15
3	NOW LOTS 24-26 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16	NOW LOTS 18-26 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10, 11 & 12
17		
18		
19		
20		
21		
22		
23		
24	NOW LOTS 24-26 INCL.	SEE SHEETS 13, 14 & 15
25		
26		
27		
28		
TOTAL		10000

*Handwritten signature*  
 THIS SHEET CONTAINS AN UNREGISTERED COMMUNITY SCHEME WHICH IS LIABLE TO BE REPEALED BY THE SURVEYOR OF THE PLAN REGISTERED ON  
 THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE REPEALED BY THE SURVEYOR OF THE PLAN REGISTERED ON  
 SUBSEQUENT CHANGES WILL BE RECORDED IN A REGISTERED SHEET OF THIS PLAN WHICH WILL BE NUMBERED 8B, 8C OR 8D ETC. AS THE CIRCUMSTANCES REQUIRE.

1 HENRY FAYDLIK  
 OF KID THERES PAVLIK SRM PTY LTD  
 67 BEAUMONT ST, HAMILTON 2903  
 BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1968 THE VALUERS REPORT AND UNIT ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED UPON VALUATIONS MADE BY ME ON  
 SIGNATURE: *Henry Faydlík*  
 DATE: 8 Oct 2001

Plan Drawing only to appear in this space

Production Note 6  
 SURVEYORS REFERENCE 98/136 9806098300

LOT No	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	SEE SHEETS 19, 14 & 15
2	INDV LOTS 24-26 INCL	COMMUNITY PLAN OF SUBDIVISION
3	INDV LOTS 4-17 INCL	SEE SHEET 7, 8 & 9
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16	INDV LOTS 18-23 INCL	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10, 11 & 12
17		
18		
19		
20		
21		
22		
23	INDV LOTS 24-26 INCL	SEE SHEETS 19, 14 & 15
24		
25		
26	INDV LOTS 27-28 INCL	SEE SHEETS 16, 17 & 18
27		
28		
TOTAL		10000

HISTORICAL FILE  
 SEE REPLACEMENT SHEET 6/E

DP270249  
 REPLACEMENT SHEET 6/D

Registered: 29.11.2002

7350

THIS SHEET CONTAINS AN UPDATED GENERAL PLAN OF UNIT ENTITLEMENT AND REGISTERED ON 29.11.2002.  
 THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT 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 ETC AS PER THE REQUIREMENTS.  
 REGISTERED ON 29.11.2002

SIGNATURE: *George Powell*  
 DATE: 20 JUNE 2002

Plan Drawing only to appear in this space

LOT NO	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	SEE SHEETS 16, 17 & 18
2	NEW LOTS 24-26 INCL.	COMMUNITY PLAN OF SUBDIVISION
3	NEW LOTS 4-17 INCL.	SEE SHEET 7, 8 & 9
4	78	
5	78	
6	78	
7	78	
8	78	
9	78	
10	78	
11	78	
12	85	
13	85	
14	88	
15	88	
16	88	
17	88	
18	223	COMMUNITY PLAN OF SUBDIVISION
19	196	SEE SHEET 10, 11 & 12
20	196	
21	206	
22	212	
23	24-26 INCL.	SEE SHEETS 13, 14 & 15
24	1	
25	241	
26	144	SEE SHEETS 16, 17 & 18
27	144	
28	NEW LOTS 28-30 INCL.	SEE SHEETS 19, 20 & 21
29	451	
30	4819	
TOTAL	100000	

HISTORICAL FILE  
SEE REPLACEMENT SHEET OF

Plan Drawing only to appear in this space

DP270249

REPLACEMENT SHEET BE

Registered: *DP 24 3-2003*

Plan to show 1 of 11 sheets in 1 sheet

Register compliance with Survey Act 1925  
 100% to show 1 of 11 sheets of the sheets  
 approved by subdivision, Ordinance No. 1514

*G. W. ...*  
 Registered Property

THIS SHEET CONTAINS AN UPDATED  
 SCHEDULE OF UNIT ENTITLEMENT AND  
 REGISTERED OR UNREGISTERED PLAN

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

SUBSEQUENT CHANGES WILL BE RECORDED  
 WHICH WILL BE LISTED AS A PLAN  
 ETC. AS THE CIRCUMSTANCES REQUIRE.

L. HENRY PAWLAK  
 OF MORTGAGE PROPERTY VALUERS  
 PTY LTD  
 67 BEDFORD ST, HARTTON 2300  
 BEING A VALUER REGISTERED UNDER  
 THE VALUERS REGISTRATION ACT  
 1975, CERTIFY THAT THE UNIT  
 ENTITLEMENTS SHOWN ON THIS SHEET  
 ARE PASSED UPON VALUATIONS MADE  
 BY ME ON

SIGNATURE: *Henry Pawlak*  
 DATE: 20 JANUARY 2003.



PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

\*OFFICE USE ONLY

HISTORICAL FILE  
 SEE REPLACEMENT SHEET 69

REPLACEMENT SHEET 69  
 DP270249

Registered: 26 24-9-2003  
 This is sheet 5 of my plan in 5 sheets

Stamp: Registered under Companies Act 1929  
 This is sheet 5 of my plan in 5 sheets  
 Registered on 24/09/2003 7467

*S. M. J. 24/03*

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 69 OF THE PLAN REGISTERED ON 24/09/2003

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

SUBSEQUENT CHANGES SHALL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 69, 68 OR 67 ETC. AS THE CIRCUMSTANCES REQUIRE.

LOT No	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	NOV LOTS 24-26 INCL.	SEE SHEETS 13, 14 & 15
3	NOV LOTS 4-7 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
4		78
5		92
6		63
7		127
8		78
9		92
10		88
11		78
12		85
13		85
14		88
15		88
16		89
17	NOV LOTS 18-23 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10, 11 & 12
18		223
19		196
20		156
21		208
22		212
23	NOV LOTS 24-26 INCL.	SEE SHEETS 13, 14 & 15
24		1
25		244
26	NOV LOTS 27-28 INCL.	SEE SHEETS 16, 17 & 18
27		144
28	NOV LOTS 29-30 INCL.	SEE SHEETS 19, 20 & 21
29		181
30	NOV LOTS 31-32 INCL.	SEE SHEETS 22, 23 & 24
31		163
32		74
33		6592
TOTAL		100000

1. HENRY FAYLAK  
 DE MOTHERS PROPERTY VALUERS  
 67 BENDMONT ST, HAMILTON 2303

BEING A VALUER REGISTERED UNDER THE VALUERS REVENUE ACT 1981, I HEREBY CERTIFY THAT THE ENTITLEMENTS SHOWN IN THIS SHEET ARE BASED UPON VALUATIONS MADE BY ME ON

SIGNATURE: *Henry Faylak*  
 DATE: 6 August 2003

Plan Drawing only to appear in this space

Supervisors Reference: 98/136/131 STR 24000

HISTORICAL FILE  
 SEE REPLACEMENT SHEET CH

DP270249

REPLACEMENT SHEET 14

Registered: 027 16-12-2004

Number of sheets: 5 of 5

FOR SIGNATURES SEE ORIGINAL FILED WITH PAPERS

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND SHOULD BE FILED WITH THE PLAN PAPERS

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

SUBSEQUENT CHANGES WILL BE RECORDED IN THE PLAN BOOK AND THE PLAN BOOK WILL BE NUMBERED 44, 61 OR 62 ETC AS THE CIRCUMSTANCES REQUIRE.

LOT No.	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	SEE SHEETS 13, 14 & 15
2	NOW LOTS 24-26 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
3	NOW LOTS 4-17 INCL.	SEE SHEET 7, 8 & 9
4	78	
5	34	
6	83	
7	187	
8	78	
9	42	
10	112	
11	18	
12	83	
13	97	
14	88	
15	83	
16	574	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10, 11 & 12
17	NOW LOTS 10-23 INCL.	SEE SHEET 10, 11 & 12
18	223	
19	186	
20	154	
21	208	
22	223	
23	NOW LOTS 24-26 INCL.	SEE SHEETS 13, 14 & 15
24	1	
25	24	
26	NOW LOTS 27-28 INCL.	SEE SHEETS 16, 17 & 18
27	144	
28	NOW LOTS 29-30 INCL.	SEE SHEETS 19, 20 & 21
29	131	
30	NOW LOTS 31-32 INCL.	SEE SHEETS 22, 23 & 24
31	163	
32	74	
33	NOW LOTS 33-49 INCL.	
34	70	
35	773	
36	40	
37	42	
38	42	
39	42	
40	62	
41	35	
42	42	
43	35	
44	46	
45	32	
46	36	
47	40	
48	321	
49	264	
TOTAL	10000	

Plan Drawing only to appear in this space

Signature: Henry Pawler  
 Date: 27 Oct 2004

1. HENRY PAWLER  
 OF WOLTHERS PROPERTY VALUERS  
 67 BEAUMONT ST. HAMILTON 2303  
 BEING A VALUER REGISTERED UNDER  
 THE VALUERS REGISTRATION ACT  
 1975, CERTIFY THAT THE UNIT  
 ENTITLEMENTS FOR THE NEW LOTS  
 CREATED BY THE SUBDIVISION ARE  
 SHOWN IN THE PLAN BOOK AND  
 BEING THE DATE OF THE VALUERS  
 CERTIFICATE LODGED WITH THE  
 ORIGINAL INITIAL SCHEDULE.

Signature: Henry Pawler  
 Date: 27 Oct 2004

LOT No	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	SEE SHEETS 13, 14 & 15
2	NOV LOTS 24-26 INCL	COMMUNITY PLAN OF SUBDIVISION
3	NOV LOTS 4-7 INCL	SEE SHEET 7, 8 & 9
4	78	
5	54	
6	83	
7	127	
8	78	
9	92	
10	83	
11	76	
12	85	
13	82	
14	88	
15	83	
16	595	COMMUNITY PLAN OF SUBDIVISION
17	NOV LOTS 18-23 INCL	SEE SHEET 10, 11 & 12
18	223	
19	778	
20	154	
21	208	
22	222	
23	NOV LOTS 24-26 INCL	SEE SHEETS 13, 14 & 15
24	241	
25	NOV LOTS 27-28 INCL	SEE SHEETS 16, 17 & 18
26	114	
27	NOV LOTS 29-30 INCL	SEE SHEETS 19, 20 & 21
28	57	
29	NOV LOTS 31-33 INCL	SEE SHEETS 22, 23, 24 & 25
30	163	
31	74	
32	NOV LOTS 34-39 INCL	SEE SHEETS 26, 27, 28 & 29
33	40	
34	55	
35	40	
36	42	
37	42	
38	42	
39	42	
40	42	
41	42	
42	42	
43	42	
44	42	
45	42	
46	42	
47	40	
48	321	
49	NOV LOTS 50 & 51	SEE SHEETS 30, 31 & 32
50	462	
51	1479	
TOTAL	ROUND	

HISTORICAL FILE  
SEE SHEET 61

DP270249

REPLACEMENT SHEET 58

Registered: 15-07-2005

This is a replacement of sheet 58 of plan 58 of 15-07-2005

7/11

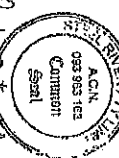
Change registered under Statutory Act 1992

G. M. ...

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 58 OF THE PLAN REGISTERED ON 15-07-2005

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE SUBDIVISION WHICH IS LIABLE TO BE RECORDED ON COMPLETION OF THE SCHEME

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 57, 59 OR 60 AS THE CIRCUMSTANCES REQUIRE



*Henry Parkin*  
Valuer

I, HENRY PARKIN  
OF VOLUNTARY PROPERTY VALUERS  
BY BEAUFORT ST. HAMILTON 2309  
BEING A VALUER REGISTERED UNDER  
THE COMPENSATION ACT  
CERTIFICATE NUMBER 033 925 163  
CREATED BY THE SUBDIVISION ASSESSOR  
BASED UPON MARKET VALUES OF  
SIXING LOTS AT THE VALUATION DATE  
CERTIFICATE NUMBER 033 925 163  
ORIGINAL INITIAL SCHEDULE

SIGNATURE: *Henry Parkin*  
DATE: 10 June 2005

Plan Drawing only to appear in this space

Provision Made for  
SCHEDULES REFERRED 98/156/31 SET CLAUSE 5

Executed by Max Property Develop  
 Pty Limited MCN 101 173 458  
 by

*[Signature]*  
 Steven Foster  
 Secretary

*[Signature]*  
 Dianne Steggle  
 Director

The Owners Trust as Trustee of the Trust  
 By Deeds Act 07/2003 No 106  
 affects the following of the Owners  
 Directors in the Province of  
 the Western Cape  
 Director  
 Secretary



INITIAL SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	SEE SHEETS 10, 11 & 15
2	NOW LOTS 24-26 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
3	NOW LOTS 4-7 INCL.	SEE SHEET 7, 8 & 9
4	78	
5	91	
6	63	
7	27	
8	78	
9	92	
10	63	
11	78	
12	95	
13	84	
14	84	
15	84	
16	84	
17	NOW LOTS 18-23 INCL.	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10, 11 & 15
18	223	
19	96	
20	356	
21	208	
22	212	
23	NOW LOTS 24-26 INCL.	SEE SHEETS 10, 11 & 15
24	1	
25	241	
26	NOW LOTS 27-28 INCL.	SEE SHEETS 16, 17 & 18
27	NOW LOTS 29-33 INCL.	SEE SHEETS 22
28	NOW LOTS 34-38 INCL.	SEE SHEETS 19, 20 & 21
29	NOW LOTS 39-53 INCL.	SEE SHEETS 23
30	NOW LOTS 54-59 INCL.	SEE SHEETS 24, 25, 26 & 28
31	63	
32	74	
33	NOW LOTS 60-69 INCL.	SEE SHEETS 26, 27, 28 & 29
34	40	
35	95	
36	40	
37	48	
38	42	
39	42	
40	62	
41	95	
42	52	
43	38	
44	45	
45	42	
46	38	
47	40	
48	321	
49	NOW LOTS 50 & 51	SEE SHEETS 30, 31 & 32
50	4182	
51	4179	
52	230	
53	65	
TOTAL	18000	

HISTORICAL FILE  
 SEE REPLACEMENT SHEET 6J

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

DP270249

Registered 23.11.2005

Office Use Only

Signature of Registrar

Signature of Applicant

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 10 OF THE PLAN REGISTERED ON 15-01-2005. THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE ABOVE PROPERTY WHICH IS SUBJECT TO BE ALTERED ON COMPLETION OF THE SCHEME. SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED A, B, C OR D, ETC. AS THE CIRCUMSTANCES REQUIRE.


1. HENRY PANLIK  
 OF NOLTHENS PROPERTY VALUERS  
 PTY LTD  
 67 BEAUFORT ST, HAMILTON 2303  
 BEING A VALUER REGISTERED UNDER  
 THE VALUERS REGISTRATION ACT  
 1975. CERTIFY THAT THE UNIT  
 ENTITLEMENTS FOR THE NEW LOTS  
 CREATED BY THE SUBDIVISION ARE  
 SIGNED OF AND AT MANILAH, JERUSALEM, 2005,  
 BEING THE DATE OF THE VALUERS  
 CERTIFICATE LOOKED UP THE  
 ORIGINAL INITIAL SCHEDULE

SIGNATURE: *[Signature]*  
 DATE: 5 SEPTEMBER 2005

Plan Drawing only to appear in this space

HISTORICAL FILE  
 SEE REPLACEMENT SHEET 6K

COMMUNITY PLAN OF SUBDIVISION  
 DP270249  
 REPLACEMENT SHEET 6K

Registered  10-5-2006  
 12 NOVEMBER 2005

Signature: *G. Mark...*  
 Title: *...*

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 6K OF THE PLAN REGISTERED ON 25/11/2005

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

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED 6K, 6L OR 6M ETC AS THE CIRCUMSTANCES REQUIRE.

Signed on behalf of  
 DONALD S. IR. JONES 2/10  
 BRUCE BRANDETT  
 Director

1. HENRY PAVLIK  
 OF VALUERS PROPERTY VALUERS  
 PTY LTD  
 57 BEAUMONT ST. HAMILTON 2883

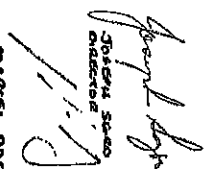
BEING A VALUER REGISTERED UNDER THE VALUERS ACT 1978, I CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE LISTED UPON THESE PLANS OF UNIT ENTITLEMENT AND THAT THE VALUERS CERTIFICATE LODGED WITH THE ORIGINAL INITIAL SCHEDULE.

SIGNATURE: *Mary Lamb...*  
 DATE: 28 OCTOBER 2005.

LOT No	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	SEE SHEETS 13, 14 & 15
2	NOW LOTS 24-26 INCL	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 7, 8 & 9
3	NOW LOTS 4-7 INCL	
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17	NOW LOTS 18-23 INCL	COMMUNITY PLAN OF SUBDIVISION SEE SHEET 10, 11 & 12
18		
19		
20		
21		
22		
23	NOW LOTS 24-26 INCL	SEE SHEETS 13, 14 & 15
24		
25		
26	NOW LOTS 27-28 INCL	SEE SHEETS 16, 17 & 18
27		
28	NOW LOTS 29-30 INCL	SEE SHEETS 19, 20 & 21
29		
30	NOW LOTS 31-33 INCL	SEE SHEETS 22, 23, 24 & 25
31		
32		
33	NOW LOTS 34-35 INCL	SEE SHEETS 26, 27, 28 & 29
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
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86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		
TOTAL	10000	

LOT No	UNIT ENTITLEMENT	SUBDIVISION
41		
42		
43		
44		
45		
46		
47		
48	NOW LOTS 34-35 INCL	SEE SHEETS 26, 27 & 28
49		
50	NOW LOTS 36 & 37	SEE SHEETS 29, 30 & 31
51		
52		
53		
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98		
99		
100		
TOTAL	10000	

Plan Drawing only to appear in this space


  
 J. Edgar, Surveyor
   
 REGISTERED PROFESSIONAL SURVEYOR
   
 No. 123456
   
 State of New York
   
 EXPIRES: 01/01/2011
   
 REGISTERED PROFESSIONAL SURVEYOR
   
 No. 123456
   
 State of New York
   
 EXPIRES: 01/01/2011


I hereby certify that the above is a true and correct copy of the original as shown to me by the person who presented it for recording.
   
 I have examined the original and find it to be a true and correct copy of the original.
   
 I have also examined the original and find it to be a true and correct copy of the original.
   
 I have also examined the original and find it to be a true and correct copy of the original.
   
 I have also examined the original and find it to be a true and correct copy of the original.

### INITIAL SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		40	62	
2	NOW LOTS 24-26 INCL.	SEE SHEETS 6, 8 & 9	41	35	
3	NOW LOTS 4-7 INCL.	SEE SHEETS 7, 8 & 9	42	42	
4			43	35	
5			44	45	
6			45	42	
7			46	38	
8			47	40	
9			48		
10			49		
11			50		
12			51		
13			52		
14			53		
15			54		
16			55		
17			56		
18			57		
19			58		
20			59		
21			60		
22			61		
23			62		
24			63		
25			64		
26			65		
27			66		
28			67		
29			68		
30			69		
31			70		
32			71		
33			72		
34			73		
35			74		
36			75		
37			76		
38					
39					
			<b>AGGREGATE</b>		<b>10000</b>

HISTORICAL FILE  
SEE REPLACEMENT SHEET 61


DP270249  
REPLACEMENT SHEET 6K

Registered 8/16/11, 2006  
 This is sheet 2 of my plan 2 sheets  
 dated 7-06-2006.  

 J. Edgar, Surveyor  
 Registered under the Surveyor Act, 2002  
 This is sheet 2 of my plan 2 sheets  
 covered by my Certificate No. 10710  
 dated 07/07/06

G. Pawluk, Surveyor  
 Registered Professional Surveyor/Member of the  
 For use whose name is indicated in my plan or  
 Plan Form 2  
 THIS SHEET CONTAINS AN UPDATED  
 SCHEDULE OF UNIT ENTITLEMENT  
 AND REPLACES SHEET 6J OF THE  
 PLAN REGISTERED ON 04/05/2006

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 SEPARATE SHEET  
 OF THIS PLAN WHICH WILL  
 BE NUMBERED SHEET 6K, 6L OR 6M  
 ET AL. UNLESS THE CIRCUMSTANCES  
 REQUIRE.

HENRY PAWLUK  
 OF WOLTERS PROPERTY VALUERS  
 PTY. LTD.  
 67 BEAUMONT STREET, HAMILTON  
 2303,  
 BEING A VALUER REGISTERED  
 UNDER THE VALUERS  
 REGISTRATION ACT 1975 CERTIFY  
 THAT THE UNIT ENTITLEMENTS FOR  
 THE NEW LOTS CREATED BY THE  
 SUBDIVISION ARE BASED UPON  
 MARKET VALUES OF SUCH LOTS  
 AT 17th FEB, 2006 BEING THE  
 DATE OF THE VALUERS  
 CERTIFICATE LODGED WITH THE  
 ORIGINAL INITIAL SCHEDULE

Date: 07-06-2006  

 Henry Pawluk, Surveyor

**INITIAL SCHEDULE OF UNIT ENTITLEMENT**

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		40	62	
2	NOW LOTS 24-26 INCL.	SEE SHEETS 8, 14 & 15	41	35	
3	NOW LOTS 1-17 INCL.	SEE SHEETS 7, 8 & 9	42	42	
4	78		43	35	
5	64		44	45	
6	83		45	42	
7	127		46	38	
8	78		47	40	
9	92		48	40	SEE SHEETS 34-37 INCL.
10	83		49	49	NOW LOTS 54-74 INCL.
11	78		50	51	SEE SHEETS 30, 31 & 32
12	85		51	14,79	SEE SHEETS 34-37 INCL.
13	85		52	239	
14	88	SP 15030	53	45	
15	83	SP 15030	54	62	
16	595	SP 15030	55	70	
17	NOW LOTS 70-73 INCL.	SEE SHEETS 70, 71 & 72	56	99	
18	223		57	60	
19	196		58	51	
20	156		59	112	
21	288		60	52	SP 78504
22	212		61	53	
23	NOW LOTS 74-76 INCL.	SEE SHEETS 74, 75 & 76	62	54	
24	1		63	56	
25	NOW LOTS 75 & 76	SEE SHEET 38	64	82	
26	NOW LOTS 77 & 78	SEE SHEETS 36, 77 & 78	65	55	
27	NOW LOTS 52 & 53	SEE SHEET 33	66	55	
28	NOW LOTS 29 & 30	SEE SHEETS 10, 29 & 31	67	77	
29	NOW LOTS 51 & 52	SEE SHEET 33	68	70	
30	NOW LOTS 34-37 INCL.	SEE SHEETS 22-25 INCL.	69	66	
31	76		70	116	
32	76		71	87	
33	NOW LOTS 34-39 INCL.	SEE SHEETS 24-29 INCL.	72	87	
34	40		73	3064	SEE SHEET 39
35	55		74	117	
36	40		75	124	
37	42	SP 14557	76	144	
38	42		77		
39	62				
			<b>AGGREGATE</b>		<b>18000</b>

**HISTORICAL FILE  
 SEE REPLACEMENT  
 SHEET 6M**

DP270249

REPLACEMENT SHEET 6L

Registered 16.11.2006

This is sheet 2 of my plan 2 sheets dated 10-7-06

*M. Williams*

Signature registered under the Surveying Act, 2002

This is sheet 2 of my plan 2 sheets dated 10-7-06

For use where space is restricted to any point on Plan Form 2

Justified Personal/General Manager/Assistant Controller

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 6K OF THE PLAN REGISTERED ON 16.11.2006

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 SHEET 6N, 6O OR 6P ETC. AS THE CIRCUMSTANCES REQUIRE.

I HENRY PAULK OF WOLTERS PROPERTY VALUERS PTY LTD, 67 BEAUMONT STREET HAMILTON, NSW 2303 BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975 CERTIFY THAT THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 7TH FEB, 2000 BEING THE DATE OF THE VALUERS CERTIFICATE LODGED WITH THE ORIGINAL INITIAL SCHEDULE.

*Henry Paulk*  
 11 July 2006  
 DATE

INITIAL SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		L10	62	
2	NOW LOTS 21-26 INCL	SEE SHEETS 914 & 915	L1	95	
3	NOW LOTS 14-17 INCL	SEE SHEETS 718 & 9	L2	122	
4			L3	95	
5			L4	122	
6			L5	122	
7			L6	78	
8			L7	L10	
9			L8	NOW LOTS 54-76 INCL	SEE SHEETS 916-917 INCL
10			L9	NOW LOTS 59 & 51	SEE SHEETS 900 & 912
11	NOW LOT 78	SEE SHEET 140	90	NOW LOTS 54-76 INCL	SEE SHEETS 916-917 INCL
12			51	14, 79	
13			52	210	
14			53	65	
15			54	52	
16			55	70	
17	NOW LOTS 88-92 INCL	SEE SHEETS 911 & 912	56	99	
18			57	60	
19			58	51	
20			59	112	
21			60	92	
22			61	53	
23	NOW LOTS 21-26 INCL	SEE SHEETS 913, 118 & 95	62	51L	
24			63	56	
25	NOW LOTS 75 & 76	SEE SHEET 918	64	82	
26	NOW LOTS 27 & 28	SEE SHEETS 16, 17 & 18	65	55	
27			66	55	SPROUKE
28	NOW LOTS 88 & 90	SEE SHEETS 13, 21 & 21	67	77	
29	NOW LOTS 92 & 93	SEE SHEET 93	68	70	
30	NOW LOTS 94-98 INCL	SEE SHEETS 22-25 INCL	69	66	
31			70	111L	
32			71	87	
33	NOW LOTS 94-99 INCL	SEE SHEETS 26-28 INCL	72	NOW LOT 77	SEE SHEET 39
34			73	74	
35			74	3064L	
36			75	117	
37			76	121L	
38		SPROUKE	77	144L	
39			78	163	
				ADDERGATE	10000

Plan Drawing only to appear in this space

DP270249  
 REGISTERED SHEET & M  
 Registered: 17.08.2007  
 This is sheet 2 of a plan in 2 sheets dated 29 SEPTEMBER 2006

Signature: *[Handwritten Signature]*  
 DATE: 3 AUGUST 2007

1 HENRY PAWLAK  
 OF WOLTERS PAWLAK SIM PTTID  
 67 BENDONKT ST, HAMILTON 2305  
 BEING A VALUER REGISTERED UNDER  
 THE VALUERS REGISTRATION ACT  
 1973 CERTIFY THAT THE UNIT  
 ENTITLEMENTS SHOWN ON THIS  
 SHEET ARE BASED UPON  
 VALUATIONS MADE BY ME ON

Substitution Note 1:  
 SUBSTITUTIONS REFERRED TO ARE 1A, 2, 29





PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Form 2

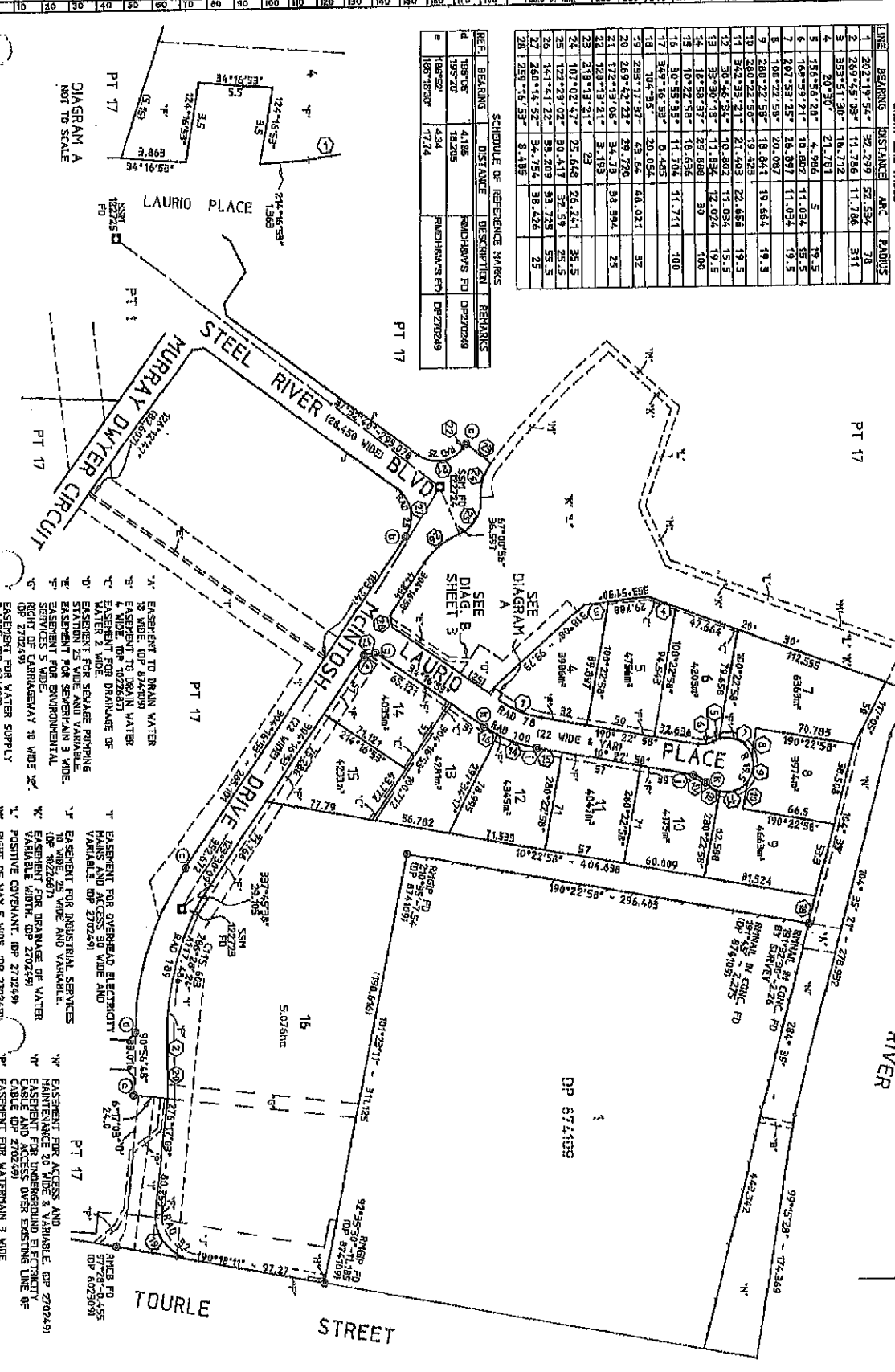
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF REFERENCE MARKS

REF.	BEARING	DISTANCE	DESCRIPTION	REMARKS
1	202°19'54"	32.209	RINDRAW'S PD DP 270249	31.8
2	350°45'03"	11.786	RINDRAW'S PD DP 270249	31.8
3	353°51'30"	16.712	RINDRAW'S PD DP 270249	31.8
4	20°30'	21.711	RINDRAW'S PD DP 270249	31.8
5	156°56'21"	4.986	RINDRAW'S PD DP 270249	31.8
6	160°59'21"	10.802	RINDRAW'S PD DP 270249	31.8
7	207°53'25"	26.897	RINDRAW'S PD DP 270249	31.8
8	108°22'58"	20.087	RINDRAW'S PD DP 270249	31.8
9	288°22'58"	18.041	RINDRAW'S PD DP 270249	31.8
10	280°22'50"	19.423	RINDRAW'S PD DP 270249	31.8
11	342°33'21"	21.403	RINDRAW'S PD DP 270249	31.8
12	30°46'34"	10.802	RINDRAW'S PD DP 270249	31.8
13	33°30'18"	11.834	RINDRAW'S PD DP 270249	31.8
14	18°58'37"	29.888	RINDRAW'S PD DP 270249	31.8
15	10°22'58"	18.058	RINDRAW'S PD DP 270249	31.8
16	30°55'35"	11.708	RINDRAW'S PD DP 270249	31.8
17	349°16'38"	0.435	RINDRAW'S PD DP 270249	31.8
18	104°35'	20.054	RINDRAW'S PD DP 270249	31.8
19	285°17'27"	42.456	RINDRAW'S PD DP 270249	31.8
20	289°42'22"	29.720	RINDRAW'S PD DP 270249	31.8
21	172°41'08"	34.418	RINDRAW'S PD DP 270249	31.8
22	128°13'21"	3.183	RINDRAW'S PD DP 270249	31.8
23	219°13'41"	2.24	RINDRAW'S PD DP 270249	31.8
24	107°02'47"	25.648	RINDRAW'S PD DP 270249	31.8
25	122°29'02"	30.417	RINDRAW'S PD DP 270249	31.8
26	151°41'22"	33.209	RINDRAW'S PD DP 270249	31.8
27	280°18'52"	34.154	RINDRAW'S PD DP 270249	31.8
28	259°16'37"	8.459	RINDRAW'S PD DP 270249	31.8

SCHEDULE OF REFERENCE MARKS

REF.	BEARING	DISTANCE	DESCRIPTION	REMARKS
a	198°06'	4.185	RINDRAW'S PD DP 270249	
b	195°21'	18.285	RINDRAW'S PD DP 270249	
c	188°52'	4.34	RINDRAW'S PD DP 270249	
d	187°30'	17.74	RINDRAW'S PD DP 270249	



DETAIL PLAN  
 SHEET 2 OF 3 SHEETS

Plan Drawing only to appear in this space

STATIONING REFERENCE 98/136 APPROVED

ADDITIONAL S.I.S. \*  
 DP270249 SHEET 2  
 Registered under the Survey Act 1939  
 Registered 20 JUNE 2008  
 Surveyor Registered under Survey Act 1939  
 Time is taken for the preparation of this plan  
 by the Surveyor's Office on 17/12/04

THIS IS SHEET 2 OF DP 270249 AND  
 THERE ARE SHEETS 1 & 3 REGARDING  
 LOT 3.

PLAN FORM 3 (APPROVED FORM 5) To be used in compliance with Plan Form 2

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN  
 SHEET 3 OF 3 SHEETS

16

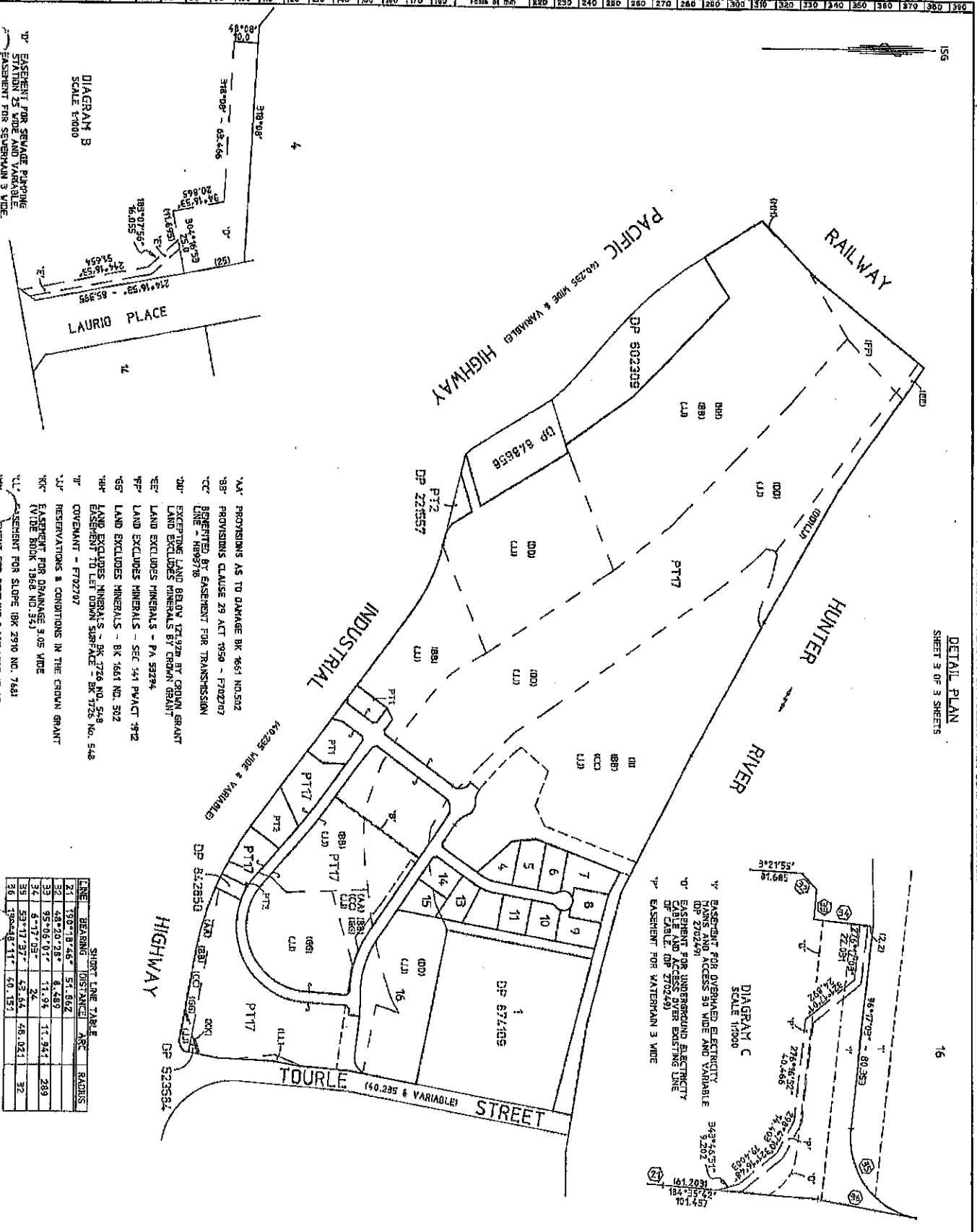
ADDITIONAL SH. 9  
 DP270249

Registered: 2007-07-27  
 30 JUNE 2000

*[Signature]*

Surveyor registered under Surveyors Act 1994  
 The use of this plan is limited to the purposes  
 specified by submission reference No. 1214

*[Signature]*  
 Surveyor registered under Surveyors Act 1994  
 The use of this plan is limited to the purposes  
 specified by submission reference No. 1214



- 1A1' PROVISIONS AS TO DAMAGE BK 1651 NO.502
- 1B1' PROVISIONS CLAUSE 25 ACT 1950 - F702207
- 1C1' EASEMENT FOR TRANSMISSION LINE - HEAVY TR
- 1D1' EXCEPTING LAND BEING 174.92M BY CORON GRANT
- 1E1' LAND EXCLUDES MINERALS - BY CORON GRANT
- 1F1' LAND EXCLUDES MINERALS - SEC 141 P/ACT 1972
- 1G1' LAND EXCLUDES MINERALS - BK 1661 NO. 502
- 1H1' EASEMENT TO LET DOWN SURFACE - BK 1725 No. 548
- 1I1' COVENANT - F702207
- 1J1' RESERVATIONS & CONDITIONS IN THE CROWN GRANT
- 1K1' EASEMENT FOR DRAINAGE 3.05 MIDE
- 1L1' EASEMENT FOR SLOPE (BK 2910 NO. 748)
- 1M1' EASEMENT FOR PIPELINE 2.895 MIDE (174549)

SHORT LINE TABLE

LINE	BEARING	DISTANCE	ARC	RADIUS
21	190°18'46"	51.862		
32	48°20'28"	8.489		
33	95°04'07"	11.94	11.941	289
34	6°17'08"	24		
39	59°17'37"	48.54	48.061	32
38	138°48'11"	40.153		

THIS IS SHEET 3 OF DP 270249 AND IT REPLACES SHEET 4 AS REVISIONS LOT 3.

Production Date: 15/000  
 Surveyors Reference: 98/136 895628/80



SIGNATURES AND SEALS ONLY

EXECUTED BY AND LIMITED BY  
 HIS OWN CONSENTED APPROVAL TO  
 A PLAN OF APPROVED DRAINAGE  
 & FACILITIES 1999 AND REVISOR'S  
 BOOK 6,210 NO. 916

*Dylan Nelson*  
 APPROVED

*Bazell*  
 APPROVED

DETAIL PLAN  
 SHEET 1 OF 3 SHEETS

SURVEYORS PRACTICES REGULATION 1996 : CLAUSE 2(2)

MASK	EASTING	NORTHING	ZONE	ACC.
SSM 4448/1	366001.916	1399243.945	56/1	2
PN 1450/1	348927.282	1399241.472	56/1	2
SSM 1725/1	348927.302	1399241.418	56/1	2
CONVERTED SNA LEVEL SCALE FACTOR = 0.999954				

SOURCE : I.S.G. COORDINATES ADOPTED FROM  
 SCMS 8 JANUARY 1995.

ADDITIONAL 9/11/0

DP270249

Registered on 20/02/2001  
 CA SEE CERTIFICATE

The System TORRENS

Purpose SUBDIVISION

Ref. No. U6557-5, 82\*

Lot Part DP270249

PLAN OF SUBDIVISION OF LOT 17  
 IN COMMUNITY PLAN  
 DP 270249

LGA. NEWCASTLE  
 Locality: MAYFIELD WEST  
 Parish: NEWCASTLE  
 County: NORTHUMBERLAND

This is Sheet 1 of my plan to 4 sheets  
 (where it is applicable)

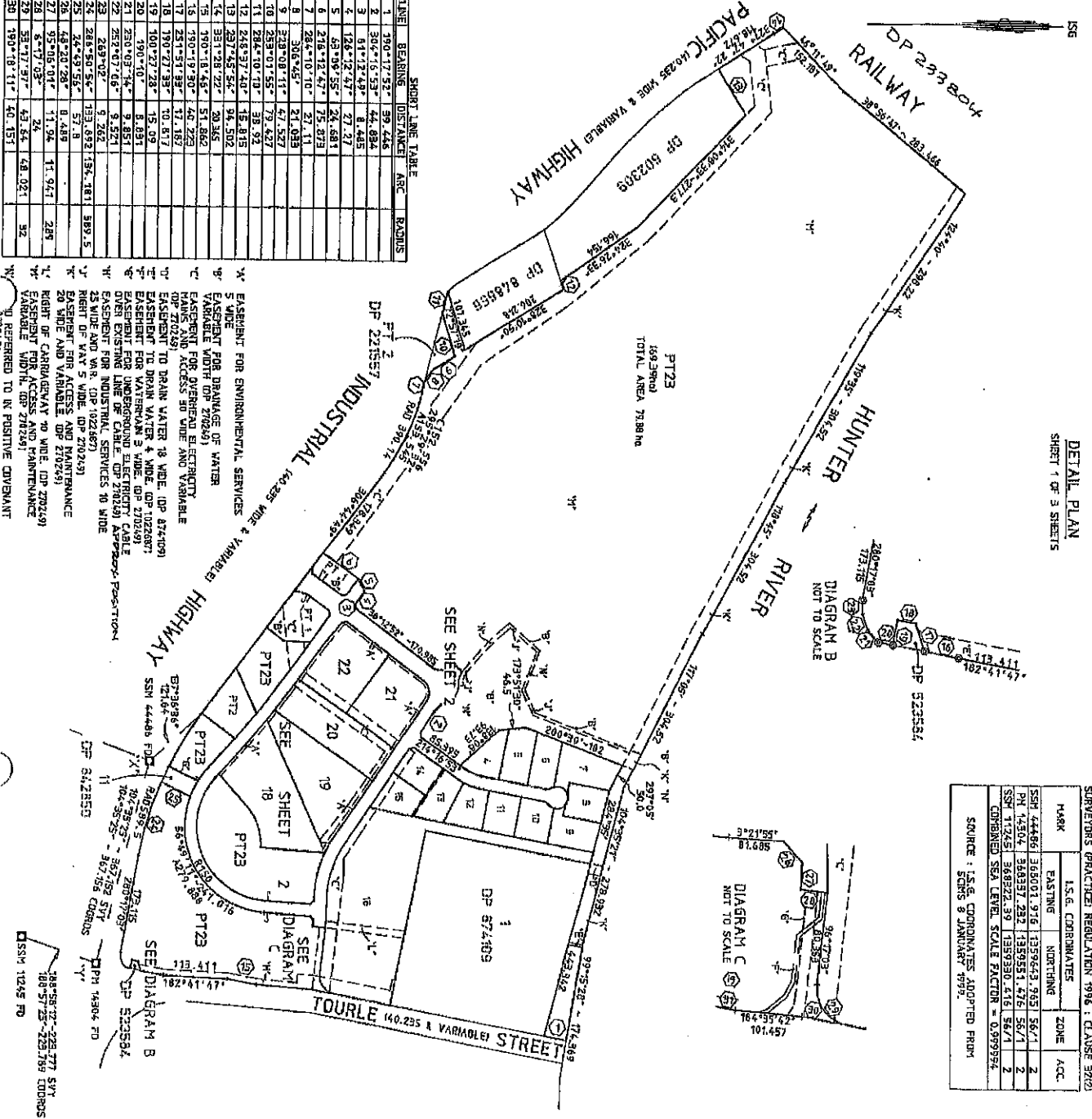
**SURVEYORS PRACTICES REGULATION 1996**  
 I, **DAVID J. BAZELL**, a registered surveyor, certify that I have prepared this plan in accordance with the provisions of the Act and that the survey was conducted in accordance with the provisions of the Act.  
 The survey was conducted on the 11th day of 11th month 2003.  
 I have verified the true identity of the person to whom the land is being surveyed.  
 I have verified the true identity of the person to whom the land is being surveyed.  
 I have verified the true identity of the person to whom the land is being surveyed.  
 I have verified the true identity of the person to whom the land is being surveyed.

Please land in preparation of survey/development  
 DP 874309 DP 848595  
 DP 874309 DP 848595  
 DP 874309 DP 848595  
 DP 874309 DP 848595  
 DP 874309 DP 848595  
 DP 874309 DP 848595  
 DP 874309 DP 848595

PURSUANT TO SECTION 88B OF THE  
 CONVEYANCING ACT 1919-1954 AS  
 AMENDED IT IS INTENDED TO  
 ANNEX TO  
 1. EASEMENT FOR ENVIRONMENTAL  
 SERVICES 5 WIDE.

LOT 23 IS A DEVELOPMENT LOT

THIS IS SHEET 10 OF DP 270249 AND  
 LOT 17 IS SHEET 7 AS HEREBY



SHORT LINE TABLE

LINE	BEARING	DISTANCE	ARC	RADIUS
1	170°-17'-52"	59.446		
2	304°-16'-53"	44.884		
3	81°-12'-49"	8.445		
4	136°-12'-47"	27.277		
5	69°-06'-55"	26.681		
6	216°-12'-47"	75.973		
7	284°-10'-10"	27.111		
8	306°-04'-51"	21.033		
9	238°-00'-11"	67.527		
10	283°-01'-55"	79.427		
11	284°-10'-10"	39.927		
12	248°-57'-40"	15.115		
13	297°-45'-54"	94.502		
14	331°-28'-22"	20.315		
15	190°-18'-45"	51.862		
16	190°-19'-20"	45.223		
17	281°-51'-39"	11.162		
18	190°-27'-28"	10.617		
19	160°-22'-28"	15.097		
20	190°-10'-10"	6.691		
21	250°-09'-14"	9.851		
22	257°-07'-06"	5.521		
23	269°-10'-2"	5.262		
24	285°-50'-54"	134.181	589.5	
25	24°-49'-56"	57.8		
26	48°-20'-29"	8.489		
27	95°-06'-01"	11.94	288	
28	6°-17'-03"	24		
29	59°-18'-11"	43.64	48.021	
30	190°-18'-11"	40.151	32	

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 3 (APPROVED FORM 5) To be used in connection with Plan Form 2

WARNINGS, GREASING OR FOLDING WILL LEAD TO REJECTION

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

LINE	BEARING	DISTANCE	ARC	RADIUS
1	180°-10'	6.831		
2	230°-05'-14"	9.821		
3	252°-07'-06"	9.251		
4	265°-02'	9.262		
5	258°-49'-56"	30.102		
6	190°-15'-30"	40.222		
7	251°-51'-33"	17.181		
8	100°-47'-28"	10.817		
9	100°-47'-28"	15.09		
10	80°-44'-49"	9.566		
11	5°-17'-03"	24		
12	116°-35'-36"	17.995	18	211
13	63°-09'-55"	26.681		
14	126°-12'-47"	27.27		
15	81°-12'-49"	8.485		
16	332°-13'-06"	34.73	30.594	25
17	410°-35'-50"	90.81	30.811	26.5
18	38°-13'-21"	23		
19	107°-02'-47"	25.648	26.261	35.5
20	122°-29'-02"	80.417	32.59	25.5
21	141°-41'-22"	33.209	32.725	58.5
22	89°-45'-05"	11.94	11.766	511
23	89°-42'-22"	29.72		
24	192°-18'-17"	40.151	11.541	289
25	275°-05'-01"	11.94		
26	228°-20'-28"	8.489		
27	204°-49'-56"	0.5		
28	307°-42'-10"	19.812	19.827	158
29	315°-59'-45"	8.204		
30	160°-14'-52"	8.455	30.426	25
31	171°-12'-49"	8.455		
32	128°-13'-57"	42.545		
33	311°-29'-22"	21.443		
34	310°-29'-33"	35.185	35.187	1010.5
35	3°-22'	15.789		
36	121°-39'-38"	19.306	15.312	211
37	308°-52'-41"	21.786	1010.5	
38	307°-14'-21"	36.102	36.104	1010.5
39	308°-13'-21"	3.193		
40	259°-16'-53"	8.485		

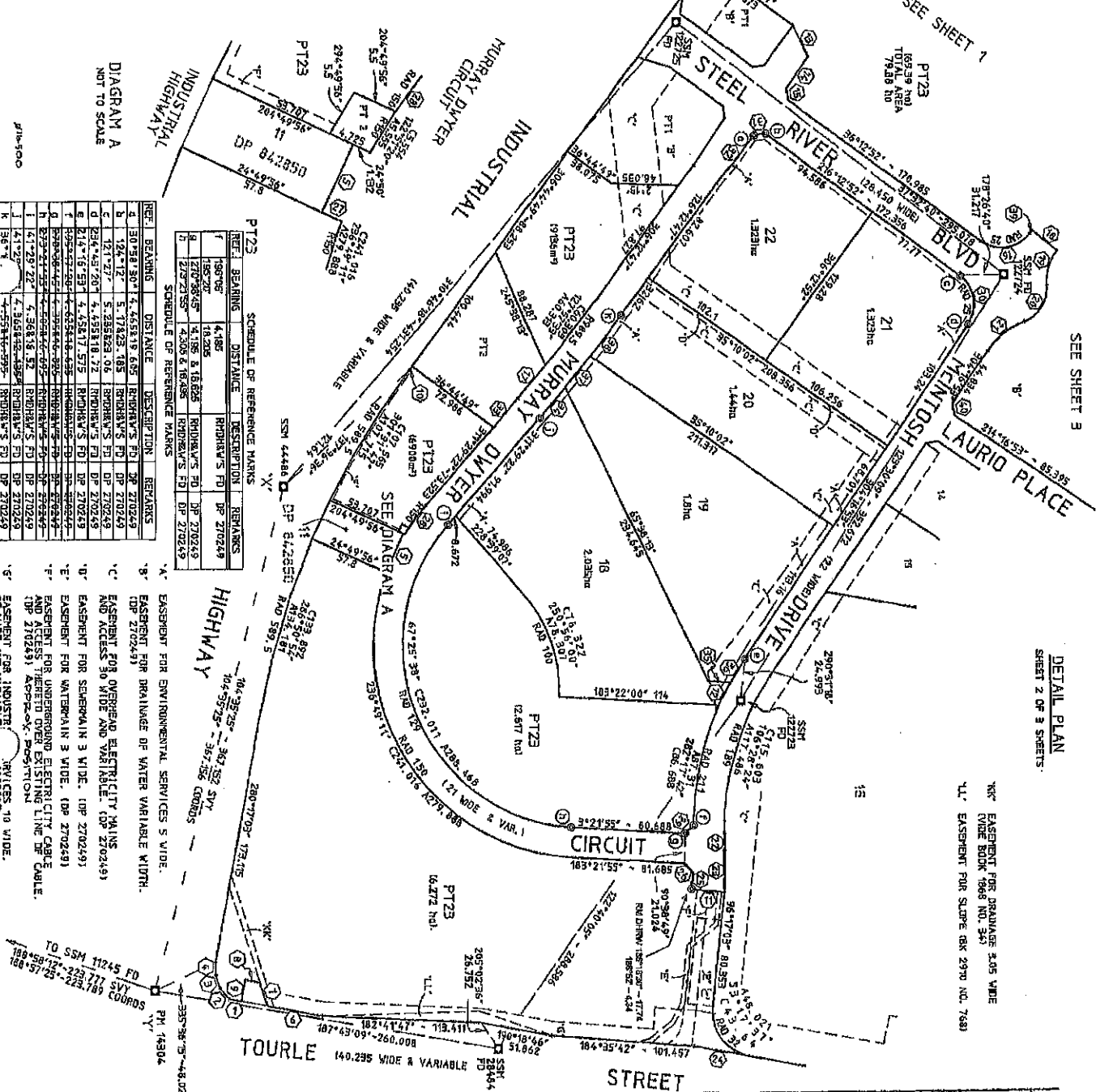


DIAGRAM A  
 NOT TO SCALE

PT23 SCHEDULE OF REFERENCE MARKS

REF. BEARING	DISTANCE	DESCRIPTION	REMARKS
A	30°-54'-30"	RODNEY'S PD	DP 270249
B	124°-12'	RODNEY'S PD	DP 270249
C	167°-27'	RODNEY'S PD	DP 270249
D	204°-49'-28"	RODNEY'S PD	DP 270249
E	214°-16'-58"	RODNEY'S PD	DP 270249
F	228°-20'-28"	RODNEY'S PD	DP 270249
G	230°-07'-42"	RODNEY'S PD	DP 270249
H	230°-07'-42"	RODNEY'S PD	DP 270249
I	41°-29'-22"	RODNEY'S PD	DP 270249
J	41°-29'-22"	RODNEY'S PD	DP 270249
K	36°-14'	RODNEY'S PD	DP 270249

- SCHEDULE OF REFERENCE MARKS
- A. EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE.
  - B. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH. (DP 270249)
  - C. EASEMENT FOR OVERHEAD ELECTRICITY MAINS AND ACCESS 30 WIDE AND VARIABLE. (DP 270249)
  - D. EASEMENT FOR SEWERMAIN 3 WIDE. (DP 270249)
  - E. EASEMENT FOR WATERMAIN 3 WIDE. (DP 270249)
  - F. EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS 30 WIDE AND VARIABLE. (DP 270249)
  - G. EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS 30 WIDE AND VARIABLE. (DP 270249)
  - H. EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS 30 WIDE AND VARIABLE. (DP 270249)
  - I. EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS 30 WIDE AND VARIABLE. (DP 270249)
  - J. EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS 30 WIDE AND VARIABLE. (DP 270249)
  - K. EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS 30 WIDE AND VARIABLE. (DP 270249)

Plan Drawing only to appear in this space.

REF. G, H & I IN SCHEDULE OF REFERENCE MARKS AMENDED IN LPI AT SURVEYOR'S REQUEST VIDE 2007M7100(265) MB 21.5.2007

PLAN AMENDED IN LPI AT SURVEYOR'S REQUEST VIDE 10/2002 AND 30/1/2002

ADDITIONAL SET 11  
 DP270249

Registered: 19/06/2007  
 This is sheet 2 of my plan of 5 sheets  
 Date 30 JUNE 2000

Surveyor's Signature: [Signature]

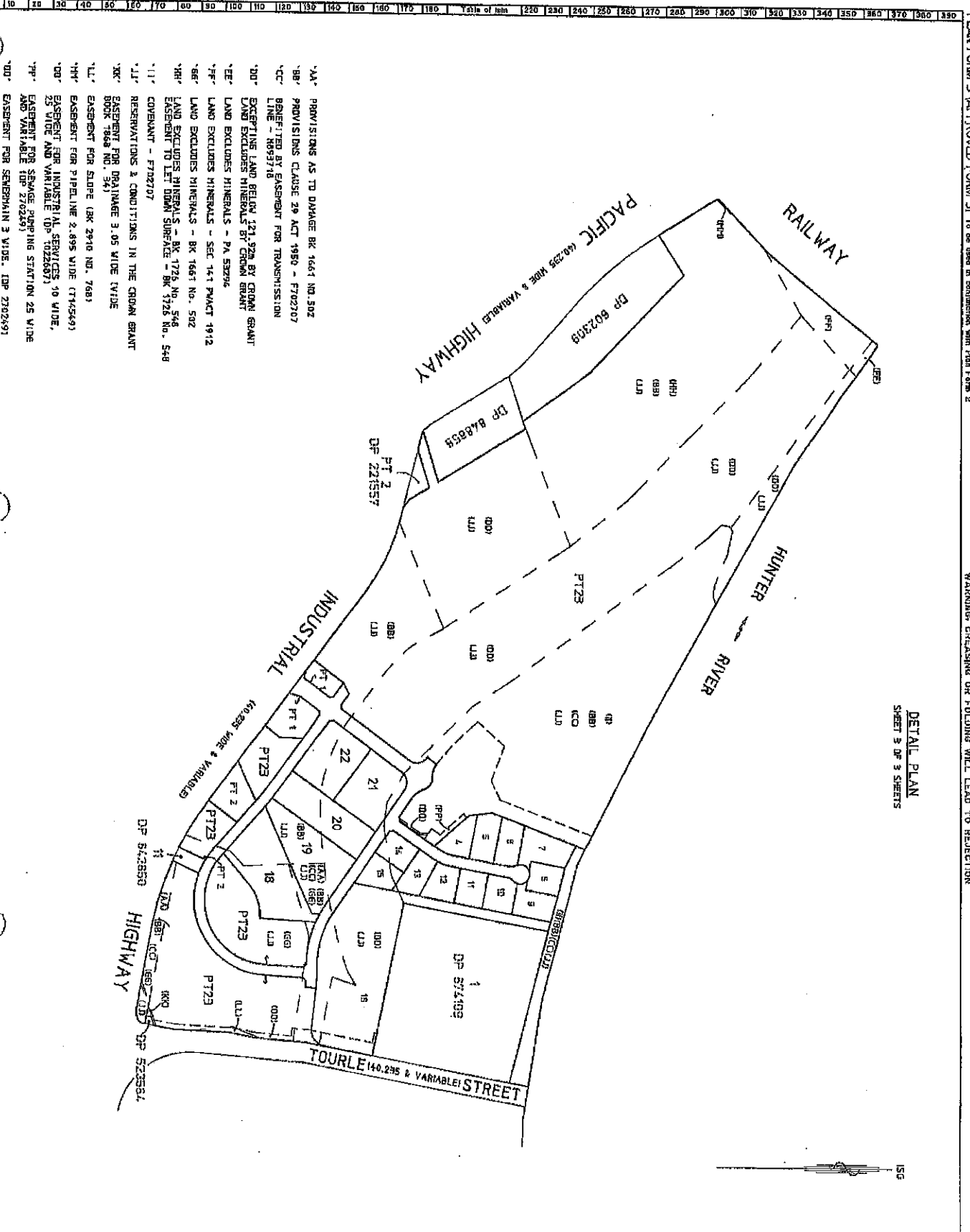
Surveyor's Name: G. [Name]

Scale: 1:1000

PLAN 1-CHEG 3 PART-TWO (1-CHEG 2) To be used in conjunction with Plan Form 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

**DETAIL PLAN**  
 SHEET 3 OF 3 SHEETS



150

ADDITIONAL SH. 12  
 DP270249 T.12

Registered: 26.2.2008  
 30 JUNE 2008  
*LSM*

Surveyor registered under Surveyors Act 2002  
 This is sheet 3 of 3 sheets of the plan  
 provided by subdivision certificate No. 7215

*G. M. ...*  
 Authorised Person/Professional Engineer  
 For this plan, price is transferred to city council  
 for plan form 3

THIS IS SHEET 3 OF DP 270249 AND  
 IT REPLACES SHEET 3 AS REGARDS  
 LOT 7.

Revised: 15/00  
 SURVEYOR'S REFERENCE: 98/135 38620460

Plan Drawing only to appear in this space

SIGNATURES AND SEALS ONLY  
Executed by BHP Billiton Limited by its duly authorised authority pursuant to a Power of Attorney dated 5 September 2001 registered Book 695 to 698.

*Karen Wood*  
Signature of Attorney  
Karl Blackburn  
Name of Plaintiff

*Robert Kerr*  
Signature of Attorney  
BHP Billiton  
Name of Plaintiff

*John Wilson*  
Signature of Attorney  
Karl Blackburn  
Name of Plaintiff

*John Wilson*  
Signature of Attorney  
Karl Blackburn  
Name of Plaintiff

*John Wilson*  
Signature of Attorney  
Karl Blackburn  
Name of Plaintiff

Signature of Attorney  
Karl Blackburn  
Name of Plaintiff

**DETAIL PLAN**  
SHEET 1 OF 3 SHEETS

SURVEYORS (PRACTICED REGULATION 1995 - CLAUSE 24(2))			
MARK	I.S.G. COORDINATES	ZONE	ACC.
SM 44461	588001.516	1350428.965	56/1
SM 44462	588537.292	1350581.476	56/1
SM 44463	589232.38	1350330.416	56/1
SM 44464	589832.38	1350330.416	56/1

SOURCE: I.S.G. COORDINATES ADOPTED FROM SDMS 8 JANUARY 1995.



LINE	BEARING	DISTANCE	ARC	RADIUS
1	399°17'27"	38.546		
2	304°16'58"	44.853		
3	81°02'45"	4.635		
4	105°17'47"	27.27		
5	89°09'58"	24.641		
6	216°12'47"	78.678		
7	384°10'07"	27.31		
8	306°45'07"	21.039		
9	328°08'17"	47.872		
10	258°07'58"	78.437		
11	264°10'40"	30.32		
12	248°37'48"	15.316		
13	237°45'54"	94.502		
14	59°28'22"	20.865		
15	190°18'45"	51.662		
16	190°18'45"	40.225		
17	259°13'32"	17.187		
18	109°27'38"	16.50		
19	302°27'38"	15.60		
20	190°10'14"	8.851		
21	259°08'14"	9.821		
22	258°07'58"	9.212		
23	289°02'	5.612		
24	248°37'48"	39.32		
25	248°37'48"	57.8		
26	48°27'03"	6.489		
27	95°06'07"	11.94		
28	5°17'03"	2.6		
29	59°17'37"	43.64		
30	150°18'11"	40.61		
31	72°57'19"	107.945		
32	173°17'30"	48.5		
33	237°05'	50		

**ESSENTIAL FOR ENVIRONMENTAL SERVICES**

ESSENTIAL FOR DRAINAGE OF WATER VARIABLE WIDTH DP 270249 DOC 1 'C'

ESSENTIAL FOR OVERHEAD SERVICES AND DRIFT ALLEYS, FUTURE 50 WIDE AND VARIABLE WIDTH DP 270249 DOC 1 'C'

ESSENTIAL TO DRAIN WATER 48 WIDE DP 270249 DOC 1 'C'

ESSENTIAL TO DRAIN WATER 48 WIDE DP 270249 DOC 1 'C'

ESSENTIAL FOR WATERWAY, 3 WIDE DP 270249 DOC 1 'C'

RIGHT OF WAY FOR OVERHEAD ELECTRICAL CABLES & ACCESS THERETO FOR ENVIRONMENTAL SERVICES TO WIDE 25 WIDE AND VARIABLE FOR 270249 DOC 1 'C'

RIGHT OF WAY 5 WIDE DP 270249 DOC 1 'C'

RIGHT OF WAY FOR ACCESS AND MAINTENANCE 20 WIDE AND VARIABLE DP 270249 DOC 1 'C'

ESSENTIAL FOR ACCESS AND MAINTENANCE 20 WIDE DP 270249 DOC 1 'C'

ESSENTIAL FOR ACCESS AND MAINTENANCE 20 WIDE DP 270249 DOC 1 'C'

ESSENTIAL FOR ACCESS AND MAINTENANCE 20 WIDE DP 270249 DOC 1 'C'

ESSENTIAL FOR ACCESS AND MAINTENANCE 20 WIDE DP 270249 DOC 1 'C'

\*OFFICE USE ONLY

**DP 270249**

**ADDITIONAL SHEET 13**

Reference: *Doc 10-9-2008*

The System: **TORRENS**

Purpose: **SUBDIVISION**

Ref. Map: **U6357-5, B2\***

Lot File: **DP 270249**

PLAN OF SUBDIVISION OF LOT 2 AND 23 IN COMMUNITY PLAN DP 270249

Lengths are in metres. Reduction Ratio: 25000

LGA: **NEWCASTLE**

Locality: **MAYFIELD WEST**

Parish: **NEWCASTLE**

County: **NORTHUMBERLAND**

This is Sheet 1 of 4 sheets in the District of Newcastle. & Shires

Surveyors Practiced Regulation 2007

**ROBERT JOHN ROYKHEAD**

**JENNIFER JANE RYAN**

Surveyors for the State of New South Wales

Surveyed under the Surveyors Act 2005

Surveyed on: **12 OCT 2008**

The survey was done on the ground & the survey data is based on the Survey data in LIS 2.0 AND 2.000

Scale: **A=3**

Date: **2 DECEMBER 2011**

From used in preparation of survey completion:

DP 81400  
DP 28655  
DP 602209  
DP 521594  
DP 102832  
DP 1022657  
DP 270249  
DP 384856

**2007** AMENDED IN LPI/NSW AT SURVEYORS REQUEST V10R 2007/2008  
**2008** AMENDED IN LPI/NSW AT SURVEYORS REQUEST V10R 2007/2008

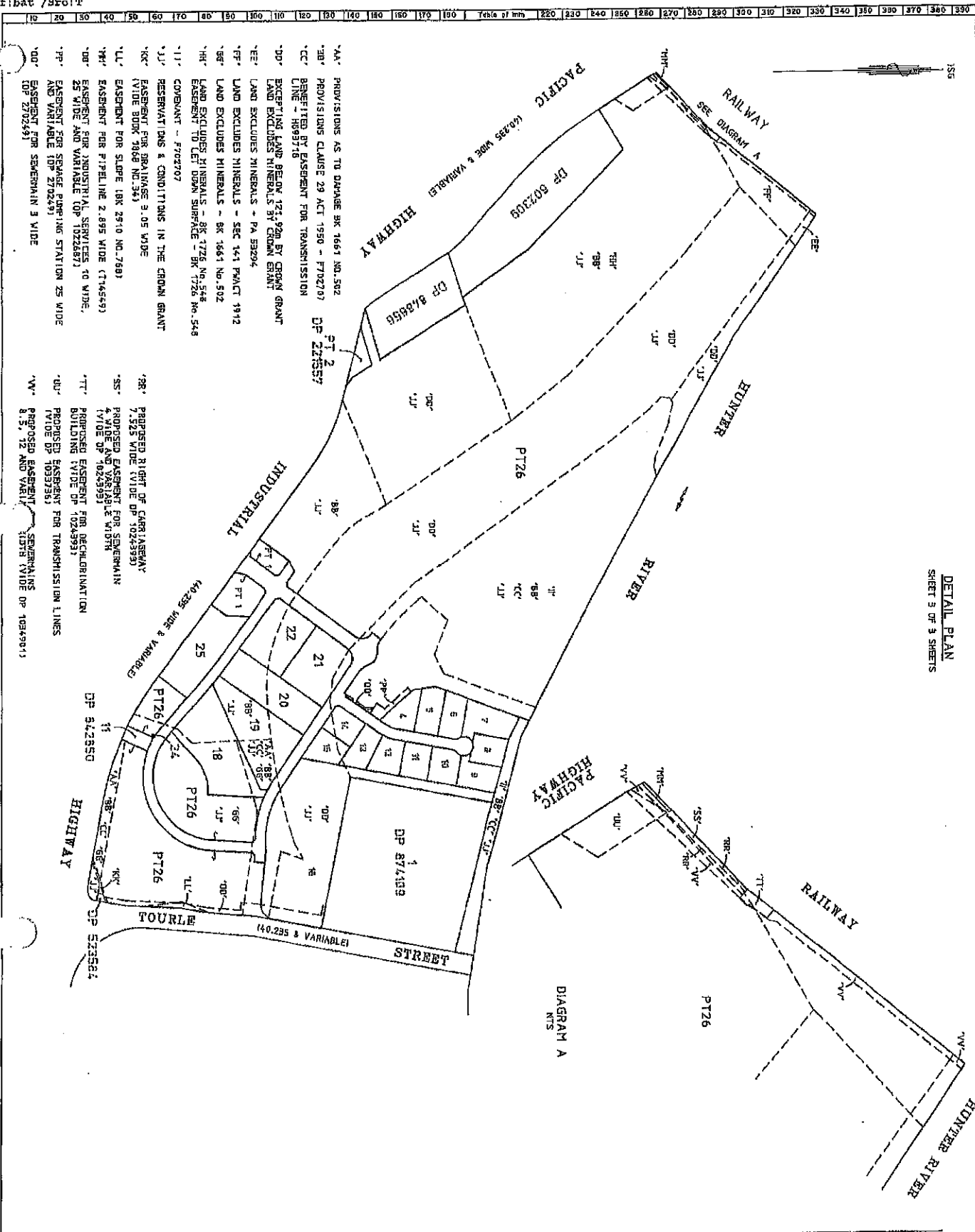




PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

DETAIL PLAN  
 SHEET 3 OF 3 SHEETS

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



- \*AA\* PROVISIONS AS TO DAMAGE BK 1661 NO.502
- \*AB\* PROVISIONS CLAUSE 29 ACT 1950 - F702707
- \*AC\* BENEFITED BY EASEMENT FOR TRANSMISSION LINE - H893718
- \*AD\* EXCEPTING LAND BELOW 124.92m BY CROWN GRANT AND EXCLUDES MINERALS BY CROWN GRANT
- \*AE\* LAND EXCLUDES MINERALS - PA 39294
- \*AF\* LAND EXCLUDES MINERALS - SEC 14.1 PACT 1912
- \*AG\* LAND EXCLUDES MINERALS - BK 1661 NO.502
- \*AH\* LAND EXCLUDES MINERALS - BK 1726 NO.548 EASEMENT TO LET DOWN SURFACE - BK 1726 NO.548
- \*AI\* COVENANT - F702707
- \*AJ\* RESERVATIONS & CONDITIONS IN THE CROWN GRANT
- \*AK\* EASEMENT FOR BRIDGE 3.05 WIDE (VIDE BOOK 7868 NO.343)
- \*AL\* EASEMENT FOR SLOPE 1BR 2510 NO.788)
- \*AM\* EASEMENT FOR PIPELINE 2.895 WIDE (1746549)
- \*AN\* EASEMENT FOR INDUSTRIAL SERVICES 10 WIDE, 25 WIDE AND VARIABLE (DP 1022487)
- \*AO\* EASEMENT FOR SEWAGE PUMPING STATION 25 WIDE AND VARIABLE (DP 270249)
- \*AP\* EASEMENT FOR SEWERMAIN 3 WIDE (DP 270249)
- \*AQ\* PROPOSED RIGHT OF CARPENTRY 7.525 WIDE (VIDE DP 1024593)
- \*AR\* PROPOSED EASEMENT FOR SEWERMAIN (VIDE DP 1024593)
- \*AS\* PROPOSED EASEMENT FOR DECORATION (VIDE DP 1033786)
- \*AT\* PROPOSED EASEMENT FOR TRANSMISSION LINES (VIDE DP 1033786)
- \*AU\* PROPOSED EASEMENT FOR SEWERMAIN 8.5, 12 AND VARIABLE (VIDE DP 1034941)

Plan Drawing only to appear in this space

DP 270249

ADDITIONAL SHEET 15  
 5

Registered 10/9/2002  
 2 OCTOBER 2001

*Handwritten signature*

THIS IS SHEET 15 OF DP 270249 AND SHEETS 16 AND 17 AS NOTED ON SHEET 16 AS NOTED ON SHEET 17 AND 25.

THIS IS SHEET 15 OF DP 270249 AND SHEETS 16 AND 17 AS NOTED ON SHEET 16 AS NOTED ON SHEET 17 AND 25.

Approved for registration by the Registrar of Deeds, 22/02/2007  
Approved for registration by the Registrar of Deeds, 22/02/2007  
Approved for registration by the Registrar of Deeds, 22/02/2007

SIGNED AND PRESENTED BY:  
SIGNED AND PRESENTED BY:  
SIGNED AND PRESENTED BY:

of the Commonwealth Bank of Australia  
the duly constituted Attorney of the said  
bank who is personally known to me.



Crown Lands Office Approved  
PLAN APPROVED

Subdivision Certificate  
Subdivision

Division  
Division

Notes  
Notes

DETAIL PLAN  
SHEET 1 OF 3 SHEETS

Table with columns: MARK, I.S.G. COORDINATES, ZONE, A.C.C. (EASTING, NORTHING), SOURCE: I.S.G. COORDINATES ADAPTED FROM SCHEM 8 JANUARY 1999.

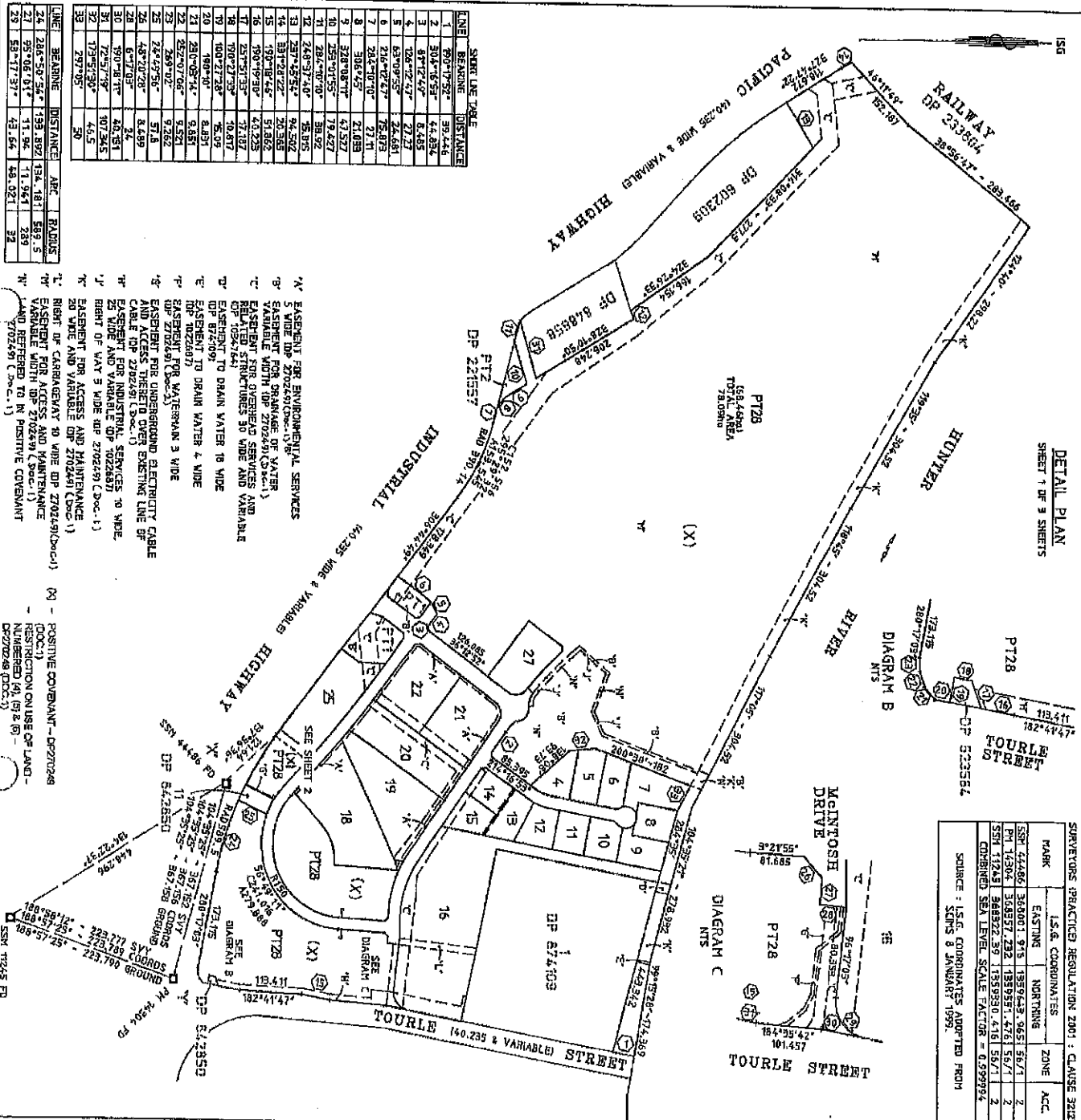
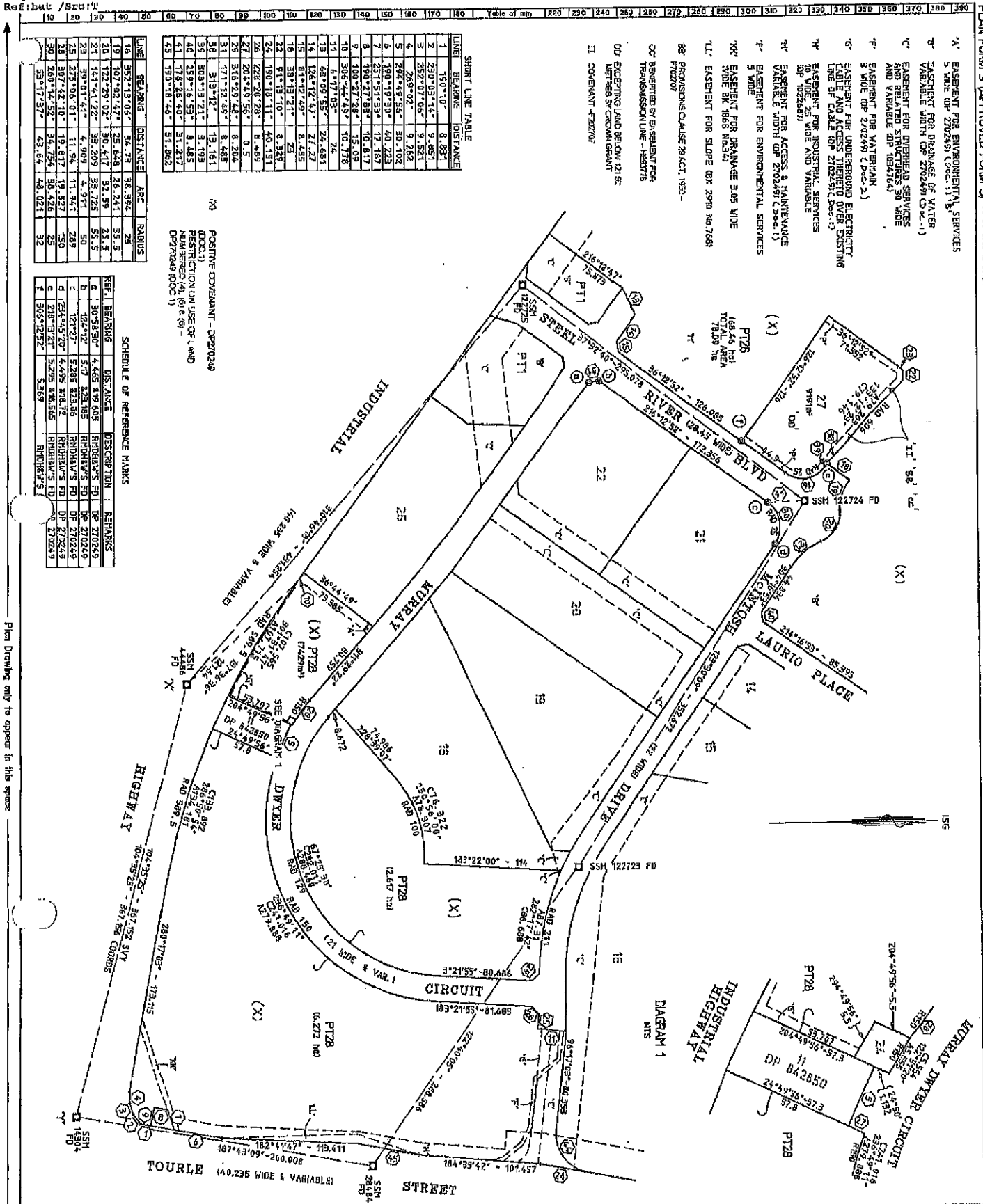


Table with columns: LINE, BEARING, DISTANCE, RADIUS. Lists survey lines 1 through 28.

- \* EASEMENT FOR ENVIRONMENTAL SERVICES 5 METER...
\* EASEMENT FOR OVERHEAD SERVICES AND...
\* EASEMENT FOR WATERMAIN 3 METER...
\* EASEMENT FOR UNDERGROUND ELECTRICITY CABLE...
\* EASEMENT FOR INDUSTRIAL SERVICES 30 METER...
\* EASEMENT FOR ACCESS AND MAINTENANCE...
\* POSITIVE COVENANT - DP270249...
\* RESTRICTION ON USE OF LAND - DP270249...

Additional information section including: PLAN OF SUBDIVISION OF LOT 26 IN COMMUNITY PLAN DP 270249, LSA NEWCASTLE, Locality: MAYFIELD WEST, Parish: NEWCASTLE, County: NORTHUMBERLAND, and registration details.

PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2



SHORT LINE TABLE

LINE	BEARING	DISTANCE	ARC	RADIUS
1	190°10'	8.831		
2	230°03'14"	9.4851		
3	252°07'05"	9.5821		
4	268°02'	9.232		
5	294°49'55"	30.102		
6	190°19'30"	40.223		
7	331°57'53"	12.187		
8	190°27'55"	10.817		
9	100°27'28"	13.05		
10	305°44'49"	10.278		
11	8°17'05"	24.661		
12	65°09'55"	24.661		
13	128°12'47"	27.427		
14	81°12'32"	8.485		
15	38°13'21"	8.485		
16	130°10'11"	40.131		
17	130°10'11"	40.131		
18	228°28'05"	8.485		
19	318°29'48"	8.485		
20	318°29'48"	8.485		
21	171°12'45"	8.485		
22	319°12'	19.161		
23	50°19'21"	3.193		
24	237°18'53"	8.485		
25	178°28'40"	31.277		
26	193°18'48"	31.277		

SCHEDULE OF REFERENCE MARKS

REF. MARK	BEARING	DISTANCE	DESCRIPTION	REMARKS
A	30°38'30"	4.685	RHD/14'S FD	DP 270249
B	124°12'	5.17	RHD/14'S FD	DP 270249
C	124°12'	5.285	RHD/14'S FD	DP 270249
D	234°45'20"	4.685	RHD/14'S FD	DP 270249
E	218°19'21"	3.295	RHD/14'S FD	DP 270249
F	306°12'52"	5.369	RHD/14'S FD	DP 270249

POSITIVE COVENANT - DP270249

RESTRICTIONS ON USE OF LAND DP270249 (PCC 1)

RESTRICTIONS ON USE OF LAND DP270249 (PCC 2)

Plan Drawing only to appear in this space

Produced under the Survey Act 2002  
 Surveyor's Reference: 98/136 588/2002

SHOWN IN MY PRESENCE BY M...  
 ...  
 ...

REGISTERED IN MY PRESENCE BY M...  
 ...  
 ...

REGISTERED IN MY PRESENCE BY M...  
 ...  
 ...

REGISTERED IN MY PRESENCE BY M...  
 ...  
 ...

REGISTERED IN MY PRESENCE BY M...  
 ...  
 ...

REGISTERED IN MY PRESENCE BY M...  
 ...  
 ...

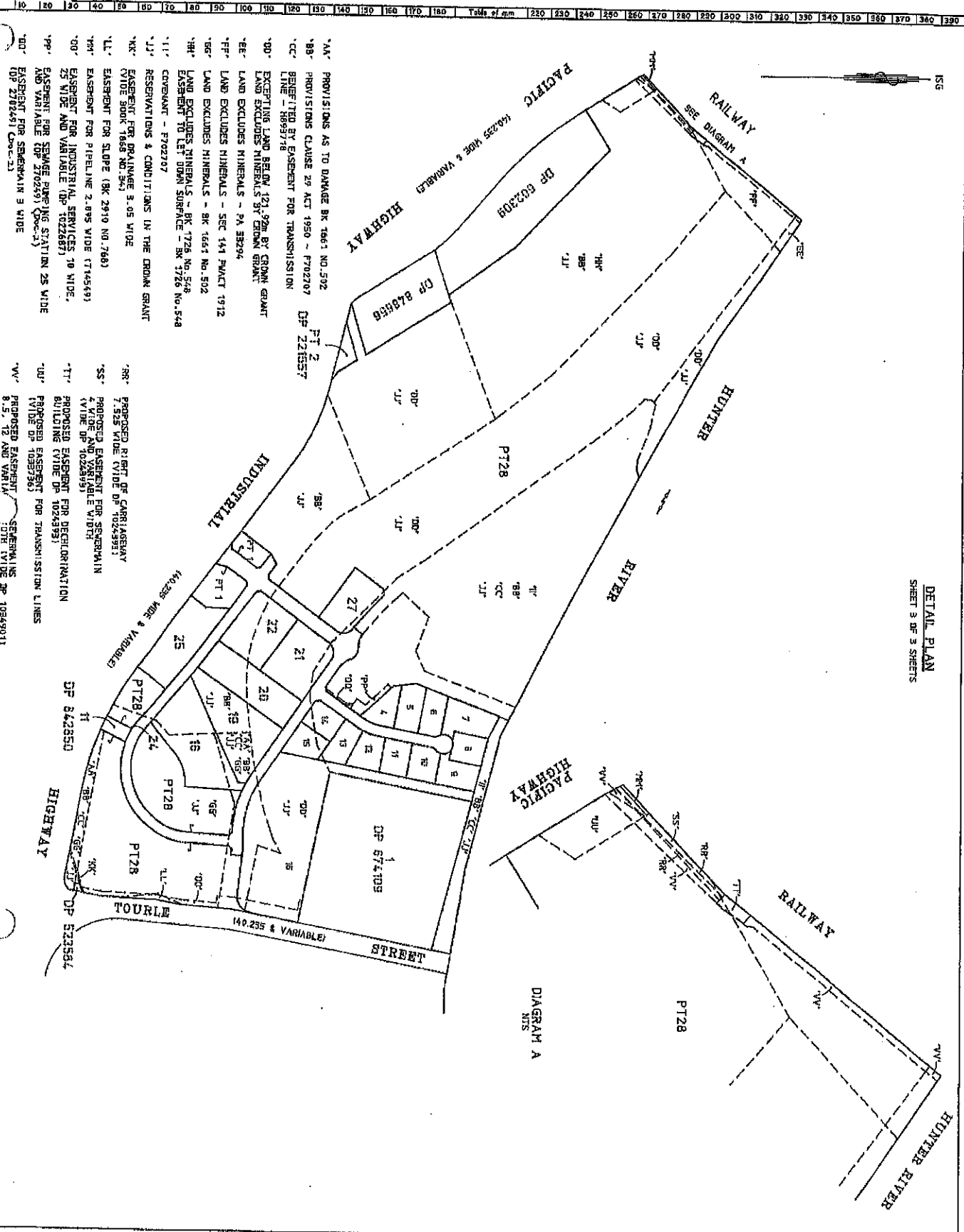
REGISTERED IN MY PRESENCE BY M...  
 ...  
 ...

ADDITIONAL SHEET 17  
 DP270249

PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN  
 SHEET 3 OF 3 SHEETS



- 1A. PROVISIONS AS TO DAMAGE BK 1661 NO.502
- 1B. PROVISIONS CLAUSE 29 ACT 1950 - F702707 DP 221557
- 1C. BENEFITED BY EASEMENT FOR TRANSMISSION LINE - 1899778
- 1D. EXCEPTING LAND FROM 191 92M BY GROUND GRANT LAND EXCLUDES MINERALS BY GROUND GRANT
- 1E. LAND EXCLUDES MINERALS - PA 38294
- 1F. LAND EXCLUDES MINERALS - SEC 141 PACT 1912
- 1G. LAND EXCLUDES MINERALS - BK 1661 NO.502
- 1H. LAND EXCLUDES MINERALS - BK 1726 NO.548
- 1I. EASEMENT TO LET DOWN SURFACE - BK 1726 NO.548
- 1J. COVENANT - F702707
- 1K. RESERVATIONS & CONDITIONS IN THE GROUND GRANT
- 1L. EASEMENT FOR GRAVAGE 3.05 WIDE
- 1M. EASEMENT FOR PIPELINE 2.895 WIDE (1745491)
- 1N. EASEMENT FOR INDUSTRIAL SERVICES 10 WIDE.
- 1O. EASEMENT FOR PIPELINE 2.895 WIDE (1745491)
- 1P. EASEMENT FOR SEWAGE PUMPING STATION 25 WIDE AND VARIABLE (DP 270299) (Doc-2)
- 1Q. EASEMENT FOR SEWERMAIN 3 WIDE (DP 270299) (Doc-2)

- 1R. PROPOSED RIGHT OF CARRIAGEWAY
- 1S. PROPOSED EASEMENT FOR SEWERMAIN 4 WIDE AND VARIABLE WIDTH (VIBE DP 1024991)
- 1T. PROPOSED EASEMENT FOR DECELERATION BUILDING (VIBE DP 1024991)
- 1U. PROPOSED EASEMENT FOR TRANSMISSION LINES (VIBE DP 1024991)
- 1V. PROPOSED EASEMENT FOR SEWERMAIN 8.5, 12 AND VARIABLE WIDTH (VIBE DP 1024991)

Plan Drawing only to appear in this space

REGISTERED IN THE PUBLIC REGISTER

SIGNED IN MY PRESENCE BY  
 [Signature]  
 [Signature]

of the Commonwealth of Queensland  
 the duly constituted authority of the State  
 being who is deposed to by the Statute

10th October 2002

DP270249

ADDITIONAL SHEET 3  
 Registered: 8 21-11-2002  
 This is sheet 3 of my plan in 4 sheets  
 21-1-02

Surveyor registered under Surveyors Act 2000  
 This is sheet 3 of my plan in 4 sheets  
 copies of this plan, or printed to 7350

Scale: 1:5000

THIS IS SHEET 3 OF DP 270249 AND  
 IT REPLACES SHEET 3 AS REGARDS  
 LOT 26.

*[Signature]*  
Director  
Infrastructure Development  
City of Newcastle  
15/03/2003

Signed as Newcastle City Council  
on behalf of the Council  
15/03/2003  
By the Mayor  
C. Button

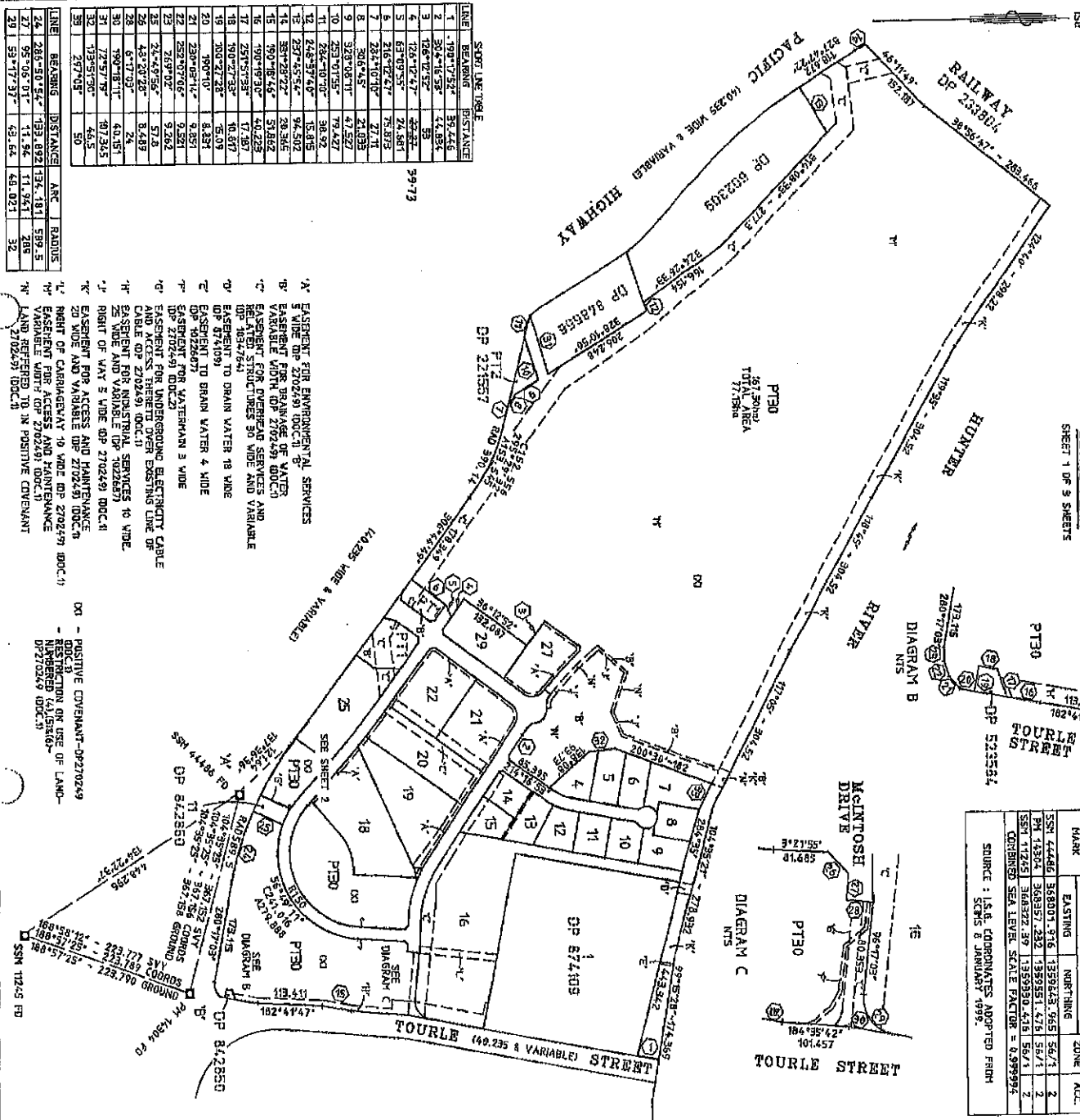
SIGNED IN MY PRESENCE BY  
*[Signature]*  
MAYOR, CITY OF NEWCASTLE

of the Commonwealth Bank of Australia  
and the City of Newcastle  
and the City of Newcastle  
and the City of Newcastle  
and the City of Newcastle

Subdivision Certificate  
I certify that the subdivision of land described in the  
plan and the proposed use of the land are in accordance  
with the provisions of the Subdivision Act 1988 and  
the provisions of the Local Government Act 1993.

PLAN APPROVED  
Crown Lands Office Approved  
Date of Approval  
Date of Subdivision  
Date of Approval  
Date of Subdivision

Req: E540414 / Doc: DP 270249 P / Rev: 18-Mar-2008 / Sta: BC OK / Pti: 30-Jun-2008 16:28 / Pgs: ALL / Bq: 32 of 53  
No: 1861 / Bx: 011



SHORT LINE TABLE

LINE	BEARING	DISTANCE	ARC	RADIUS
1	190°17'52"	39.446		
2	304°16'58"	14.884		
3	126°47'22"	59		
4	126°47'47"	27.227		
5	63°09'35"	74.801		
6	216°12'47"	75.873		
7	264°10'18"	27.11		
8	306°45'	21.025		
9	323°08'11"	47.527		
10	253°01'55"	79.427		
11	268°10'18"	38.92		
12	68°37'48"	15.815		
13	227°45'54"	96.502		
14	337°28'22"	28.365		
15	190°18'45"	53.822		
16	190°19'30"	40.229		
17	229°57'25"	17.857		
18	190°27'35"	10.847		
19	100°27'28"	15.07		
20	190°10'	8.231		
21	229°02'14"	9.251		
22	229°02'14"	9.251		
23	229°02'14"	9.251		
24	229°02'14"	9.251		
25	229°02'14"	9.251		
26	229°02'14"	9.251		
27	229°02'14"	9.251		
28	229°02'14"	9.251		
29	229°02'14"	9.251		
30	229°02'14"	9.251		

1. EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE DP 270249 (DOC 1)

2. EASEMENT FOR DRAINAGE OF WATER 5 WIDE DP 270249 (DOC 1)

3. EASEMENT FOR DRAINAGE OF WATER AND VARIABLE WIDTH DP 270249 (DOC 1)

4. EASEMENT TO DRAIN WATER 18 WIDE DP 8741091

5. EASEMENT TO DRAIN WATER 4 WIDE DP 270249

6. EASEMENT TO WATERMAIN 3 WIDE DP 270249 (DOC 1)

7. EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS THERE TO OVER EXISTING LINE DP 270249 (DOC 1)

8. EASEMENT FOR INDUSTRIAL SERVICES 10 WIDE DP 270249 (DOC 1)

9. EASEMENT FOR INDUSTRIAL SERVICES 20 WIDE AND VARIABLE DP 270249 (DOC 1)

10. RIGHT OF WAY 5 WIDE DP 270249 (DOC 1)

11. RIGHT OF CARAVANWAY 10 WIDE DP 270249 (DOC 1)

12. EASEMENT FOR ACCESS AND MAINTENANCE OF VARIABLE WIDTH DP 270249 (DOC 1)

13. LAND REFERRED TO IN POSITIVE COVENANT DP 270249 (DOC 1)

14. POSITIVE COVENANT-DP270249 (DOC 1)

15. RESTRICTION ON USE OF LAND-NUMBERED (CAL 63616)-DP270249 (DOC 1)

16. SSM 124.5 FD

PLAN APPROVED BY C. BUTTON 20-3-03

PLAN FORM 3 (APPROVED FORM 5) to be used in conjunction with Plan Form 2

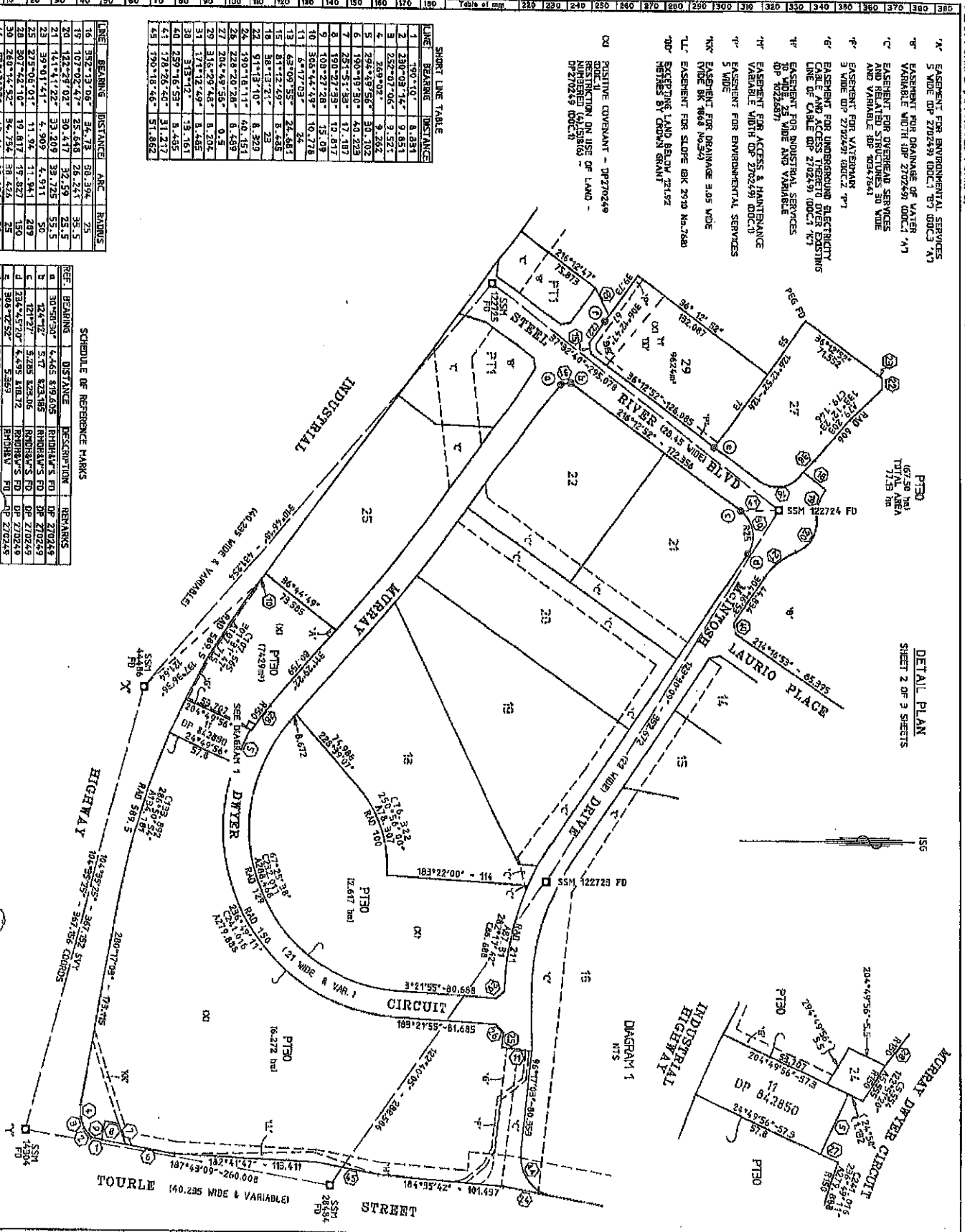
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN  
 SHEET 2 OF 3 SHEETS

DP270249  
 ADDITIONAL SHEET 20

Registered at 24/3/2008  
 4 FEB 2008  
 [Signature]

Registered at 24/3/2008  
 4 FEB 2008  
 [Signature]



- 'A' EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE DP 270249 (DDC1) 87 (DDC3) 'A'
- 'B' EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH DP 270249 (DDC1) 'A'
- 'C' EASEMENT FOR OVERHEAD SERVICES AND VARIABLE S/D 30 WIDE DP 270249 (DDC1) 'A'
- 'D' EASEMENT FOR VARIATION 3 WIDE DP 270249 (DDC2) 'P1'
- 'E' EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS THEREBY OVER EXISTING LINE OF CABLE DP 270249 (DDC1) 'E'
- 'F' EASEMENT FOR INDUSTRIAL SERVICES DP 270249 (DDC1) 'F'
- 'G' EASEMENT FOR ACCESS & MAINTENANCE VARIABLE WIDTH DP 270249 (DDC3) 'G'
- 'H' EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE
- 'I' EASEMENT FOR DRAINAGE 3.05 WIDE EVIDE BK 1868 NO.392
- 'J' EASEMENT FOR SLOPE BK 2030 NO.768 EXCEPTING LAND BELOW 24192 METRES BY GRADY GRANT

DO POSITIVE COVENANT - DP270249  
 DDC 1  
 RESTRICTION ON USE OF LAND - DP270249 (DDC1)

SHORT LINE TABLE

LINE	BEARING	INSTANCE	ARC	RADIUS
1	180°-10'	8.391		
2	230°-08'-16"	9.851		
3	252°-07'-06"	9.527		
4	269°-02'	9.262		
5	294°-49'-56"	30.102		
6	130°-19'-30"	40.223		
7	251°-51'-43"	17.817		
8	190°-27'-39"	10.817		
9	109°-27'-28"	15.08		
10	306°-44'-49"	10.278		
11	6°-17'-03"	2.4		
12	63°-09'-55"	24.461		
13	81°-12'-49"	8.483		
14	38°-13'-21"	2.3		
15	91°-13'-10"	8.223		
16	139°-18'-11"	40.151		
17	228°-20'-28"	6.459		
18	7°-04'-49'-35"	0.5		
19	315°-29'-48"	8.204		
20	171°-12'-49"	8.485		
21	313°-12'	13.161		
22	259°-16'-53"	8.455		
23	178°-26'-46"	31.217		
24	190°-18'-46"	51.862		

SCHEDULE OF REFERENCE MARKS

REF. BEARING	DISTANCE	DESCRIPTION	REMARKS
A	30°-56'-30"	4.465 R19.605	R19.605'S FB DP 270249
B	124°-12'	5.77 R23.185	R23.185'S FB DP 270249
C	124°-37'	5.285 R25.06	R25.06'S FB DP 270249
D	124°-45'-20"	4.495 R18.72	R18.72'S FB DP 270249
E	308°-25'-52"	5.359	R18.72'S FB DP 270249
F	36°-18'	1.53	R18.49

Plan Drawing only to appear in this space

THIS IS SHEET 20 OF DP 270249 AND LOT 58. PLEASE REFER TO SHEET 17 AS REGARDS  
 Standard Rule 1:2000  
 SURVEYOR'S REFERENCE: 98/135 REGD EXHIBIT

PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN  
 SHEET 3 OF 3 SHEETS

DP270249

ADDITIONAL SHEET 21

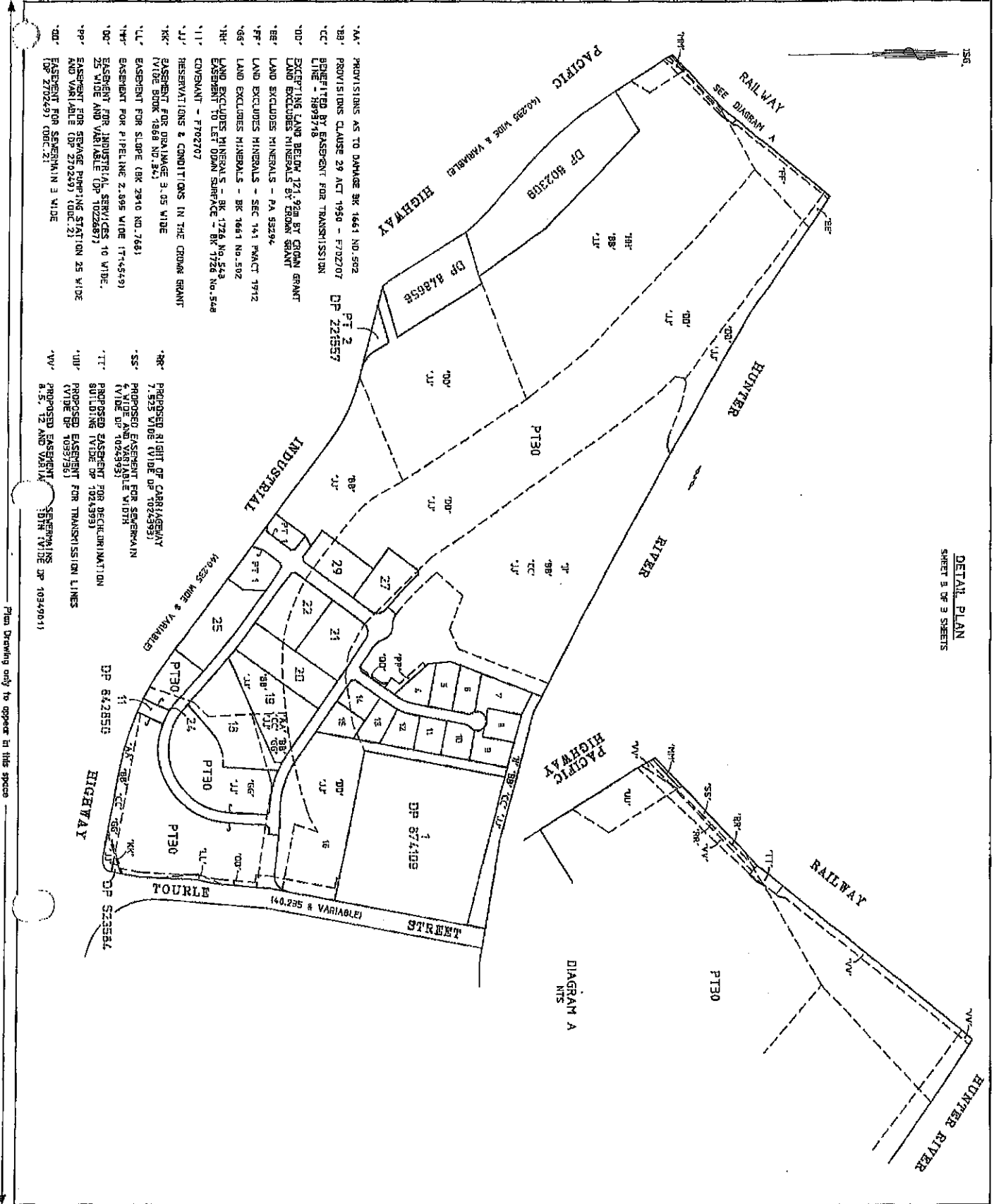
Registered: 27-3-2003

27th Feb 2003

*Carl Weber*

Surveyor registered under Surveyors Act 1989  
 This is sheet 3 of my plan in 4 sheets  
 prepared by me under the provisions of the  
 Surveyors Act 1989, s. 17(1) A

*S. M. Jones*  
 S. M. Jones & Associates  
 100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000



THIS IS SHEET 21 OF DP 270249 AND IT REPLACES SHEET 18 AS REBANDS LOT 28.

Revision: 18/03/00

Surveyors Reference: 98/136 9806000

Plan Drawing only to appear in this space



SIGNATURES AND SEALS ONLY

*Handwritten signatures and stamps*

APR 11 2009 10:52 AM  
 100 502 788  
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 100 502 788  
 100 502 788

Special to Newcastle NSW Div  
 5th - 1st of September 2009  
 For Commencement Date of Assessment  
 FOR L23 123 BY 22ndly registered  
 Assessment under Power of Assessment Book  
 200 100 618

**Quooda**  
 100 502 788  
 100 502 788

*Handwritten notes*

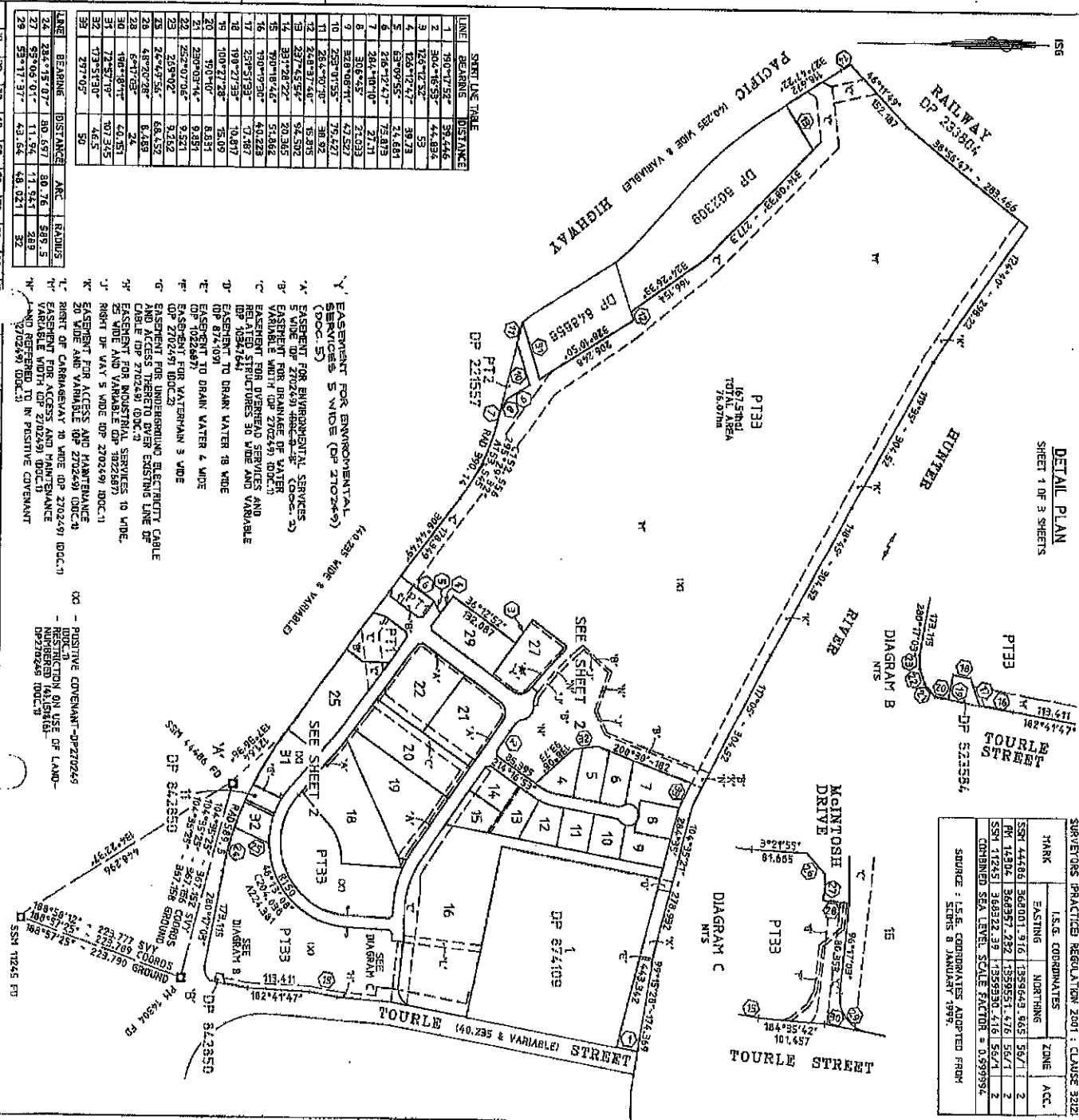
Crown Lands Office Approved

Subdivisible

Subdivision Certificate  
 I certify that the provisions of a Subdivision Certificate  
 and Assessment and 1079 have been satisfied in relation to the  
 Proposed Subdivision  
 Subdivisible  
 100 502 788  
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DETAIL PLAN  
 SHEET 1 OF 3 SHEETS

SURVEYORS (PRACTICE) REGULATION 2001 - CLAUSE 32(2)				
MARK	EASTING	NORTHING	ZONE	ACC.
SSM 444861	3600001.916	13595643.865	56/1	2
PM 14304	3669551.232	13595551.476	56/1	2
SSM 112451	3669322.39	13595300.416	56/1	2
COMBINED SEA LEVEL SCALE FACTOR = 0.9999584				
SOURCE : I.S.G. COORDINATES ADOPTED FROM I.S.G. COORDINATES ADAPTED FROM SURVEY 8 JANUARY 1995.				



LINE	BEARING	DISTANCE	ARC	RADIUS
1	300°17'52"	58.444		
2	300°16'58"	44.892		
3	126°12'42"	53		
4	126°12'42"	30.73		
5	63°09'55"	24.684		
6	216°12'42"	75.879		
7	284°10'10"	21.71		
8	306°45'	21.033		
9	328°08'11"	42.527		
10	258°11'55"	75.427		
11	264°10'30"	30.92		
12	264°10'30"	15.875		
13	237°45'54"	94.592		
14	331°28'22"	20.385		
15	190°18'46"	51.886		
16	190°18'46"	49.228		
17	232°51'33"	17.877		
18	180°27'33"	10.877		
19	109°27'28"	15.019		
20	109°27'28"	8.831		
21	290°07'14"	9.821		
22	252°40'08"	9.521		
23	252°40'08"	9.232		
24	246°47'56"	66.432		
25	6°47'02"	8.489		
26	6°47'02"	24		
27	190°18'46"	40.551		
28	190°18'46"	30.345		
29	73°43'13"	46.5		
30	297°10'	46.5		

1. EASEMENT FOR ENVIRONMENTAL SERVICES 5 M (DP 210249)  
 2. EASEMENT FOR ENVIRONMENTAL SERVICES 5 M (DP 210249)  
 3. EASEMENT FOR ENVIRONMENTAL SERVICES 5 M (DP 210249)  
 4. EASEMENT FOR ENVIRONMENTAL SERVICES 5 M (DP 210249)  
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 32. EASEMENT FOR ENVIRONMENTAL SERVICES 5 M (DP 210249)

Additional 3/22

**DP270249**

Registered 5/8 24/9/2009

The System: TORENS

Purpose: SUBDIVISION

Rd. Mtr: U6557-5, 82#

Lot Plan: DP 270249

PLAN OF SUBDIVISION OF LOT 30 IN COMMUNITY PLAN DP 270249

LGA: NEWCASTLE

Locality: MAYFIELD WEST

Parish: NEWCASTLE

County: NORTUMBERLAND

This is Sheet 1 of 3 sheets.

Scale: 1:5000

Author: *Handwritten signature*

Date: 14 AUG 2009

Project: *Handwritten text*

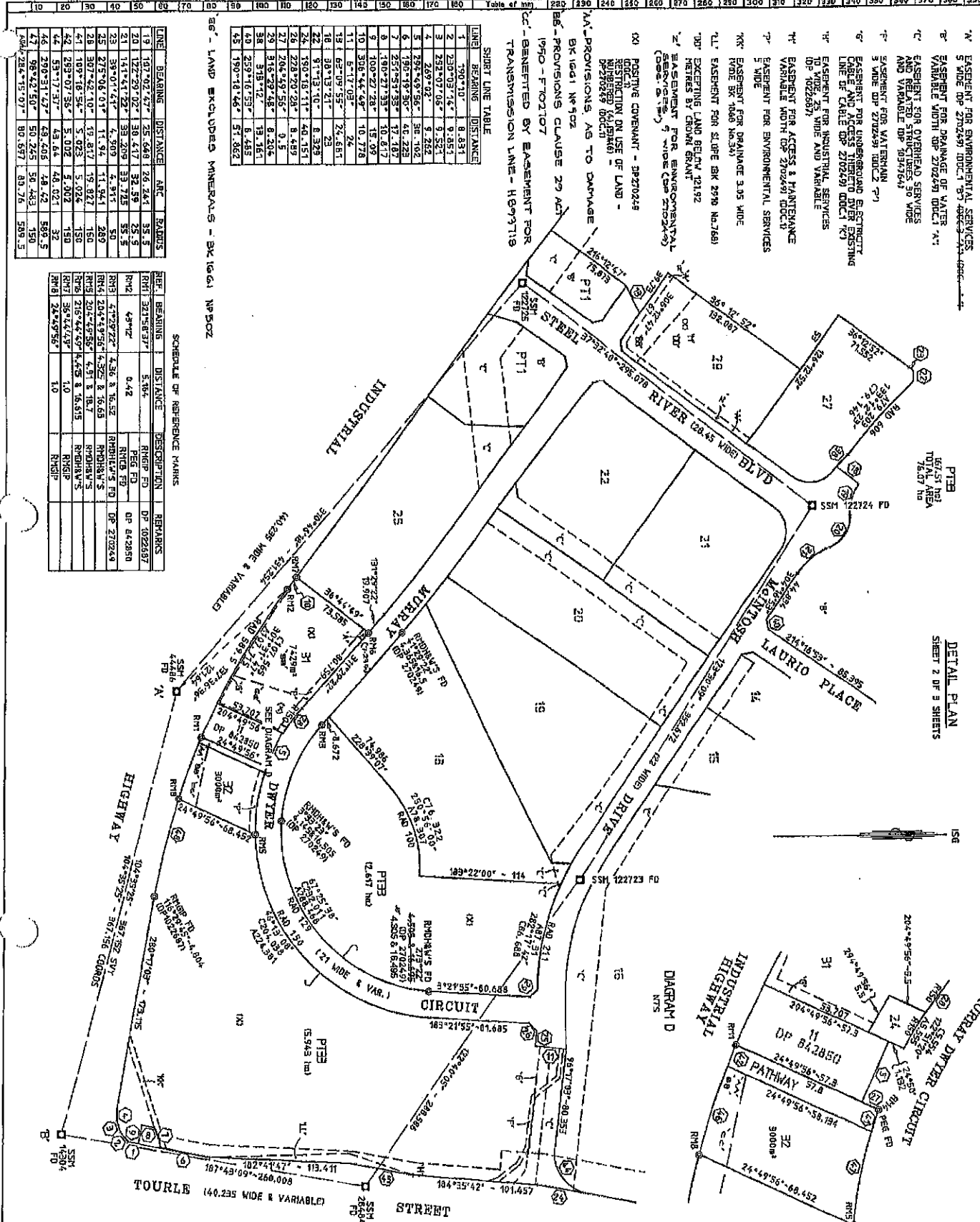
From: *Handwritten text*

DP 270249

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 2. EASEMENT FOR ENVIRONMENTAL SERVICES 5 M (DP 210249)  
 3. EASEMENT FOR ENVIRONMENTAL SERVICES 5 M (DP 210249)  
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 30. EASEMENT FOR ENVIRONMENTAL SERVICES 5 M (DP 210249)  
 31. EASEMENT FOR ENVIRONMENTAL SERVICES 5 M (DP 210249)  
 32. EASEMENT FOR ENVIRONMENTAL SERVICES 5 M (DP 210249)

LOT 35 IS A DEVELOPMENT LOT

THIS IS SHEET 22 OF DP 270249 AND IT RELATES TO SHEET 19 AS REGARDS ADJUTANT SWABET



- N<sup>1</sup> EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE DP 270249 DOC 1 B<sup>1</sup> 400.000 - 400.000
- N<sup>2</sup> EASEMENT FOR DRAINAGE OF WATER 5 WIDE DP 270249 DOC 1 B<sup>1</sup> 100.000 - 100.000
- N<sup>3</sup> EASEMENT FOR OVERHEAD SERVICES AND RELATED STRUCTURES 30 WIDE AND VARIABLE DP 270249
- N<sup>4</sup> EASEMENT FOR WATERWAYS 5 WIDE DP 270249 DOC 2 P<sup>1</sup>
- N<sup>5</sup> EASEMENT FOR UNDERGROUND ELECTRICITY CABLE AND ACCESS THROUGH RIVER EXISTING LINE OF CABLE DP 270249 DOC 1 K<sup>1</sup>
- N<sup>6</sup> EASEMENT FOR INDUSTRIAL SERVICES DP 270249
- N<sup>7</sup> EASEMENT FOR ACCESS & MAINTENANCE VARIABLE WIDE DP 270249 DOC 1 K<sup>1</sup>
- N<sup>8</sup> EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE
- N<sup>9</sup> EASEMENT FOR DRAINAGE 3.05 WIDE FOR BK 1661 NO 502
- N<sup>10</sup> EASEMENT FOR SLURRY BK 2998 NO 7681
- N<sup>11</sup> EXCEPTING LAND BELOW 12192 METERS BY CHAIN GRANT
- N<sup>12</sup> EASEMENT FOR ENVIRONMENTAL SERVICES (DOC 2 A 116)
- N<sup>13</sup> POSITIVE COVENANT - DP 270249
- N<sup>14</sup> RESTRICTION ON USE OF LAND - NUMBERED (PLAN 461)
- N<sup>15</sup> DP 270249 (DOC 1)
- N<sup>16</sup> A.A. PROVISIONS AS TO DAMAGE BK 1661 NO 502
- N<sup>17</sup> A.A. PROVISIONS CLAUSE 29 AETS 1950 - F02107
- N<sup>18</sup> TRANSFERRED BY EASEMENT FOR TRANSMISSION LINE - H8973118

SHORT LINE TABLE

LINE	BEARING	DISTANCE
1	79° 30' 10"	8.331
2	230° 02' 14"	9.351
3	223° 07' 08"	9.524
4	29° 02' 02"	9.282
5	79° 49' 56"	38.162
6	196° 19' 36"	41.228
7	257° 51' 38"	17.167
8	190° 21' 35"	10.617
9	100° 27' 28"	15.097
10	306° 44' 49"	10.778
11	5° 17' 09"	7.6
12	62° 09' 55"	24.651
13	80° 13' 21"	23
14	91° 13' 10"	8.329
15	150° 18' 11"	40.151
16	228° 50' 28"	8.489
17	70° 49' 58"	0.5
18	316° 29' 48"	8.204
19	318° 12'	13.161
20	259° 16' 59"	8.485
21	190° 18' 46"	31.862

SCHEDULE OF REFERENCE MARKS

MARK	BEARING	DISTANCE	DESCRIPTION	REMARKS
RMT1	321° 58' 37"	5.104	RMBP FD	DP 1022837
RMT2	49° 12'	0.482	PEG FD	DP 642850
RMT3	47° 29' 22"	4.36 & 16.32	RMBHW'S FD	DP 270249
RMT4	204° 43' 56"	4.222 & 16.63	RMBHW'S	
RMT5	204° 43' 56"	4.51 & 18.7	RMBHW'S	
RMT6	216° 44' 49"	4.455 & 16.515	RMBHW'S	
RMT7	35° 42' 49"	1.0	RMBP	
RMT8	24° 49' 56"	1.0	RMBP	

REGISTERED PROFESSIONAL SURVEYOR

**G. MULLINS 4/19/08**

REGISTERED PROFESSIONAL SURVEYOR ACT 2003  
 This is Sheet 22 of DP 270249 and Part 32 of the Survey. It is to be used in conjunction with Sheet 23 of the Survey. It is to be used in conjunction with Sheet 24 of the Survey.

REGISTERED: 20 JULY 2003  
 No. 508 24-9-2003

DP 270249  
 SHEET 2 OF 3 SHEETS

THIS IS SHEET 22 OF DP 270249 AND PART 32 OF THE SURVEY. IT IS TO BE USED IN CONJUNCTION WITH SHEET 23 AND SHEET 24 OF THE SURVEY.

ADDITIONAL SHEET 24

DP270249

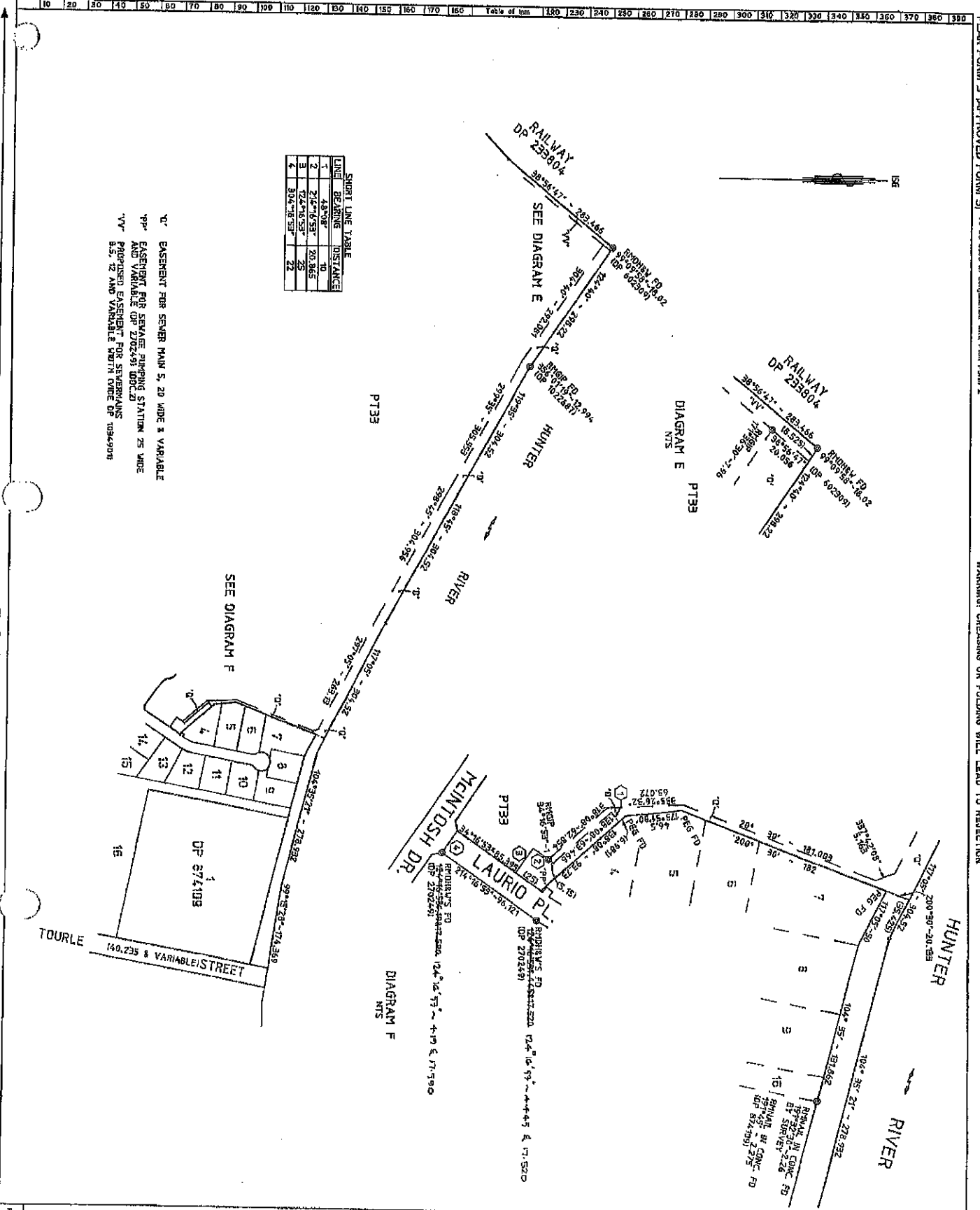
Registers: 568 26-9-2003

This is sheet 3 of 5 sheets  
 Dated 20 JULY 2003

*[Signature]*

SHOWN FORWARDED UNDER SURVEYOR ACT 2003  
 THIS IS SHEET 3 OF 5 SHEETS  
 BY 30-01-2003  
 BY 30-01-2003  
 BY 30-01-2003

G. M. ... 4/1/03



SHORT LINE TABLE

LINE	BEARING	DISTANCE
1	48°08'	10
2	71°46'53"	20.865
3	72°46'53"	25
4	30°46'53"	22

- 'E' EASEMENT FOR SENIOR MAIN 5.20 WIDE & VARIABLE
- 'PP' EASEMENT FOR SEWAGE PUMPING STATION 25 WIDE AND VARIABLE (DP 270249) (DP 270249)
- 'VV' PROPOSED EASEMENT FOR SEWER MAINS 5.5, 12 AND VARIABLE WITH OVER DP 0346003

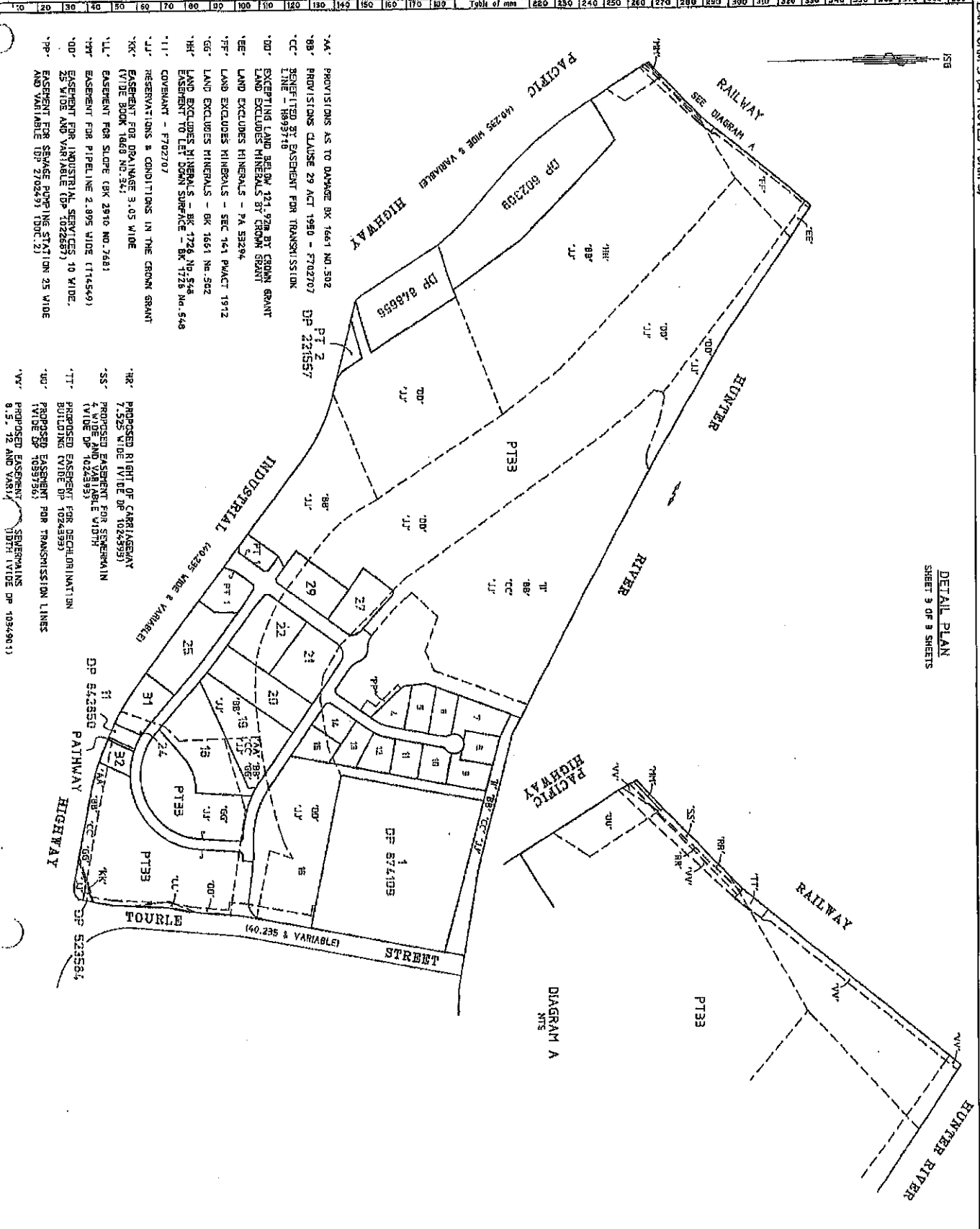
Plan Drawing only to appear in this space

THIS IS SHEET 24 OF DP 270249 AND IT IS TO BE USED IN CONJUNCTION WITH SHEETS 25 AND 26 AS REGARDS ADDITIONAL SHEETS

Revision Ref: 1.5003

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN  
 SHEET 3 OF 3 SHEETS



DP270249

Register ed: 200 294 7-3000  
 This is sheet 3 of 3 sheets in 3 sheets  
 Date: 20 JULY 2008  
 [Signature]

Developer registered under Subdivision Act 2002  
 This is sheet 3 of 3 sheets in 3 sheets  
 Date: 20 JULY 2008

G. Mansfield Ayles  
 200 294 7-3000  
 [Signature]

THIS IS SHEET 3 OF DP DP 270249 AND  
 SHEETS SHEETS 1 & 2 AS REGARDS  
 ADDITIONAL SHEET

Plan Drawing only to appear in this spot

Scale: 1:5000  
 SHEETS: 280 1 5000

*Robert John Heath*  
Director

LANDS SUBDIVISION AND DEVELOPMENT  
ST GEORGE'S BANK LIMITED  
163-165 SOUTH BRIDGE STREET  
ADELAIDE SA 5000  
ADVISING UNDER POWER OF  
DEVELOPMENT APPROVED BY  
DEPARTMENT OF LANDS  
SUBDIVISION AND DEVELOPMENT

*Robert John Heath*  
Director

Department of Lands Approval

1. (Instrument class) is operating the plan only  
and of necessary requires a report to the Director of the land  
shown herein have been given.

Department of Lands Approval

Consent Authority: **2 November 2002**  
Newcastle City Council

Consent Reference: **76/22**

Consent Date: **09/03/1984**

Subdivision Certificate: **12544**

Plan No.: **217/23**

Lot No.: **26**

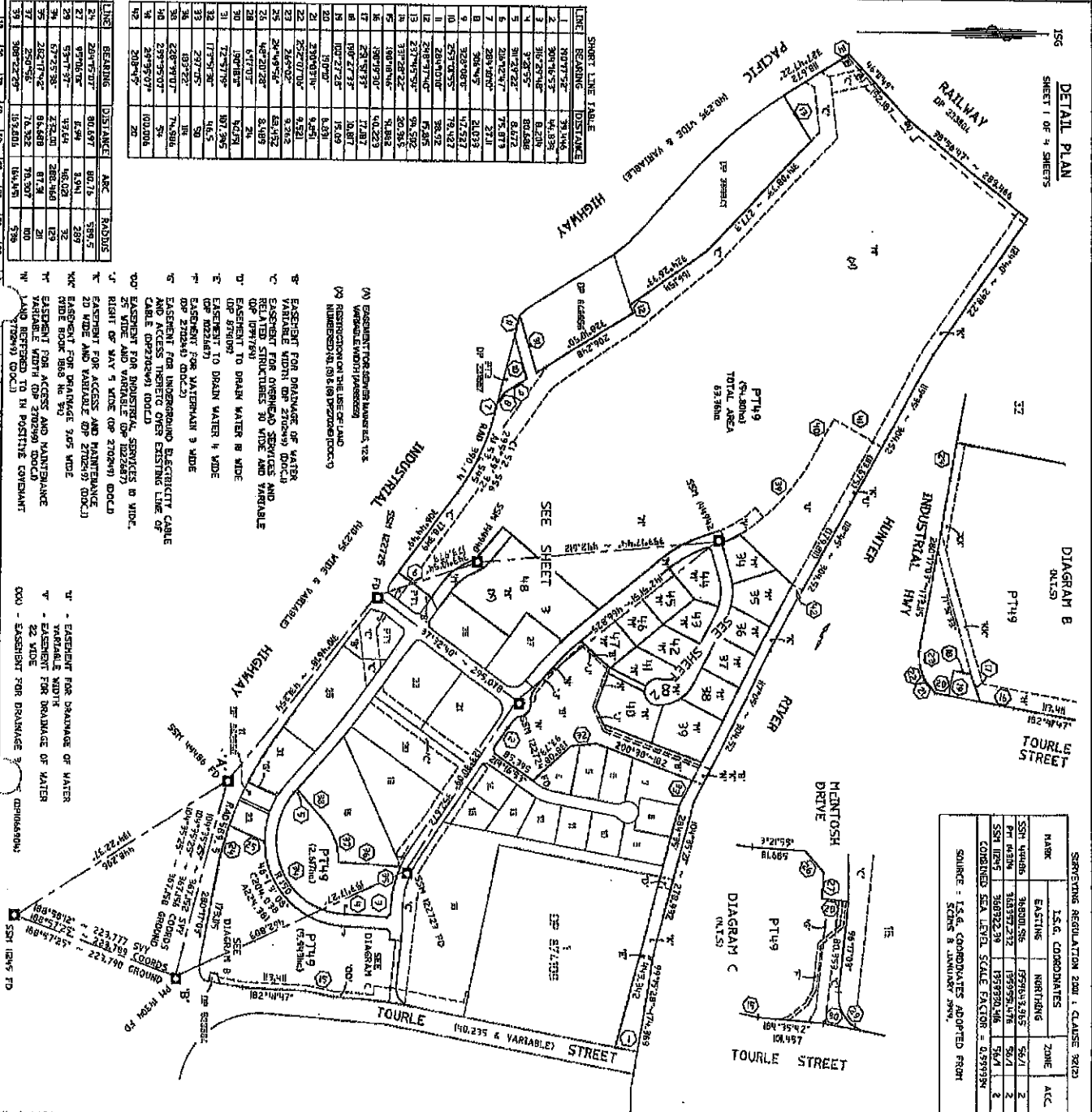
Area: **0.2000 ha**

Scale: **1:1000**

Notes: This plan is to be lodged electronically to Land and Planning  
Department by the applicant on or before the date of lodging  
of the plan. The plan is to be lodged electronically to Land and Planning  
Department by the applicant on or before the date of lodging  
of the plan.

Plan Drawing only to appear in this space

DETAIL PLAN  
SHEET 1 OF 4 SHEETS



SEWERING REGULATION 2001, CLAUSE 30(2)

NAME	I.S.G. COORDINATES	ZONE	A.T.C.
SSN 10400	EASTING 10400	NORTHING 10400	2
SSN 10405	EASTING 10405	NORTHING 10405	2
SSN 10410	EASTING 10410	NORTHING 10410	2

SOURCE: I.S.G. COORDINATES ADOPTED FROM  
SCHEM 8 (LANDMARK) 1981

- (1) EASEMENT FOR DRAINAGE OF WATER
- (2) EASEMENT FOR DRAINAGE OF WATER
- (3) EASEMENT FOR DRAINAGE OF WATER
- (4) EASEMENT FOR DRAINAGE OF WATER
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- (39) EASEMENT FOR DRAINAGE OF WATER
- (40) EASEMENT FOR DRAINAGE OF WATER

ADDITIONAL SHEET 25

**DP270249**

Registered under the Land Use Management Act 2002, No. 10-2004

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U637-5, B2

Lot Plan: DP 270249

PLAN SUBDIVISION OF LOT 33 IN COMMUNITY PLAN DP 270249

Location: NEWCASTLE  
Precinct: MAYFIELD WEST  
County: NORTHUMBERLAND

This is sheet 1 of 4 sheets in 5 sheets.  
(Order if responsible)

Surveying Registration 2001  
ROBERT JOHN HEATH  
HUNTERFIELD & PROVIS

Prepared and drawn by the Surveyor-General, Queensland  
under the authority of the Survey Act 2002  
No. 10-2004

Drawn by: [Signature]  
Scale: 1:1000  
Date: 10/12/2004

Plan used in preparation of survey/development.  
DP 270249  
DP 1065594

PLAN FOR LOT 26 OF DP270249 AND IT  
AND AS AN ADDITIONAL SHEET.

1. EASEMENT FOR DRAINAGE OF WATER  
2. EASEMENT FOR DRAINAGE OF WATER  
3. EASEMENT FOR DRAINAGE OF WATER  
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39. EASEMENT FOR DRAINAGE OF WATER  
40. EASEMENT FOR DRAINAGE OF WATER

PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

- \* EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP 270249) COCL V1
- \* RIGHT OF WAY (DP270249) COCL V1
- \* EASEMENT FOR ACCESS & MAINTENANCE 20 WIDE AND VARIABLE (DP 270249) COCL V1
- \* EASEMENT FOR ACCESS & MAINTENANCE VARIABLE WIDTH (DP 270249) COCL V1
- \* LAND RESERVED TO IN POSITIVE COVENANT (DP270249) COCL V1

SEE SHEET 1  
 PT 49  
 DETAIL PLAN  
 SHEET 2 OF 4 SHEETS

- \* EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE - T
- \* EASEMENT FOR DRAINAGE OF WATER 2 WIDE
- \* EASEMENT FOR DRAINAGE OF WATER 7.5 WIDE
- \* EASEMENT FOR ELECTRICITY SUB-STATION AND ACCESS THEREON 5.9 WIDE
- \* EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- \* EASEMENT FOR DRAINAGE OF WATER 12 WIDE
- \* EASEMENT FOR DRAINAGE OF WATER 11 WIDE

SHORT LINE TABLE

LINE	BEARING	DISTANCE	ASC	ROUTING
1	289°57'	19.975	20	BD
2	289°57'	19.975	20	BD
3	93°32'	10.305	10	BD
4	103°41'07"	10.296	10	BD
5	289°59'45"	10.287	10	BD
6	289°59'45"	10.287	10	BD
7	289°59'45"	10.287	10	BD
8	289°59'45"	10.287	10	BD
9	289°59'45"	10.287	10	BD
10	289°59'45"	10.287	10	BD
11	289°59'45"	10.287	10	BD
12	289°59'45"	10.287	10	BD
13	289°59'45"	10.287	10	BD
14	289°59'45"	10.287	10	BD
15	289°59'45"	10.287	10	BD
16	289°59'45"	10.287	10	BD
17	289°59'45"	10.287	10	BD
18	289°59'45"	10.287	10	BD
19	289°59'45"	10.287	10	BD
20	289°59'45"	10.287	10	BD
21	289°59'45"	10.287	10	BD
22	289°59'45"	10.287	10	BD
23	289°59'45"	10.287	10	BD

SCHEDULE OF REFERENCE MARKS

LINE	BEARING	DISTANCE	DESCRIPTION	REMARKS
RN9	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN10	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN11	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN12	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN13	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN14	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN15	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN16	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN17	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN18	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN19	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN20	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN21	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN22	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN23	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN24	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN25	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN26	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN27	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN28	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN29	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249
RN30	289°57'	2.295 & 2.506	PROVIDER'S PO	DP 270249

Drawing only to appear in this space

DP270249

Registered CR 16-12-2006

Map is sheet 2 of my plan in 5 sheets dated 30 JULY 2006

*[Signature]*

FOR SIGNATURES SEE ORIGINAL FILED WITH PAPERS

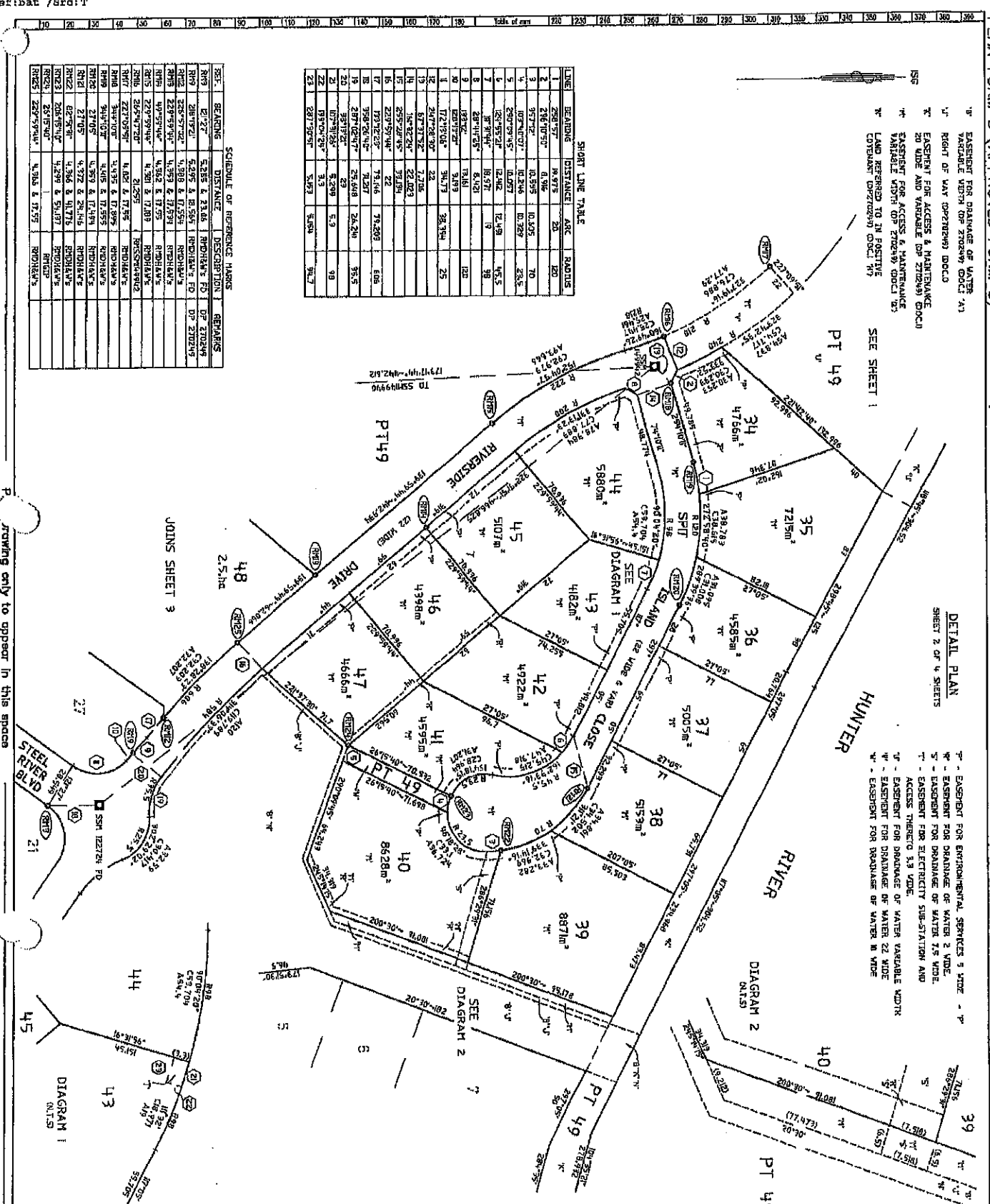
Additional Registered Usage/Residual Control

On any other space is contained in any part of this Plan 2

THIS IS SHEET 2 OF PREVIOUS AND IT REPLACES SHEET 22 AS PREVIOUS LOT 99 AND IS AN ADDITIONAL SHEET.

Reduction Ratio: 1:1500

SURVEYOR'S REFERENCE: 98/136/6 str-ponding



- B EASTMENT FOR DRAINAGE OF WATER VARIABLE WIDTH OF 270249 (DCL) A1
- C EASTMENT FOR OVERHEAD SERVICES AND RELATED STRUCTURES 30 KNOT. AND VARIABLE GP (BMT4-4)
- D\* EXCEPTING LAND BEHIND PLUMB TR. GROUP GRANT LAND EXCLUDES FINERALS BY GROUP GRANT
- V RIGHT OF WAY (20270249) (DCL)C3
- V\* EASTMENT FOR ACCESS & MAINTENANCE VARIABLE WIDTH OF 270249 (DCL)C4
- W LAND REFERRED TO IN POSITIVE (CONSTANT OF 270249) (DCL)C4
- X EASTMENT FOR ENVIRONMENTAL SERVICES 5 MDS

**SHORT LINE TABLE**

LINE	BEARING	DISTANCE	ARC	RADIUS
1	S66°24'47"	6.038		
2	S29°24'20"	2.2		
3	S23°31'27"	10.573		
4	S21°27'27"	28.598		
5	S39°24'40"	14.317		
6	S37°09'55"	24.881		
7	S87°2'49"	8.985		
8	S81°12'21"	2.5		
9	S1°19'10"	8.369		
10	S71°2'49"	18.64		
11	S39°24'20"	13.644		
12	S30°14'21"	7.597		
13	S29°18'55"	5.495		

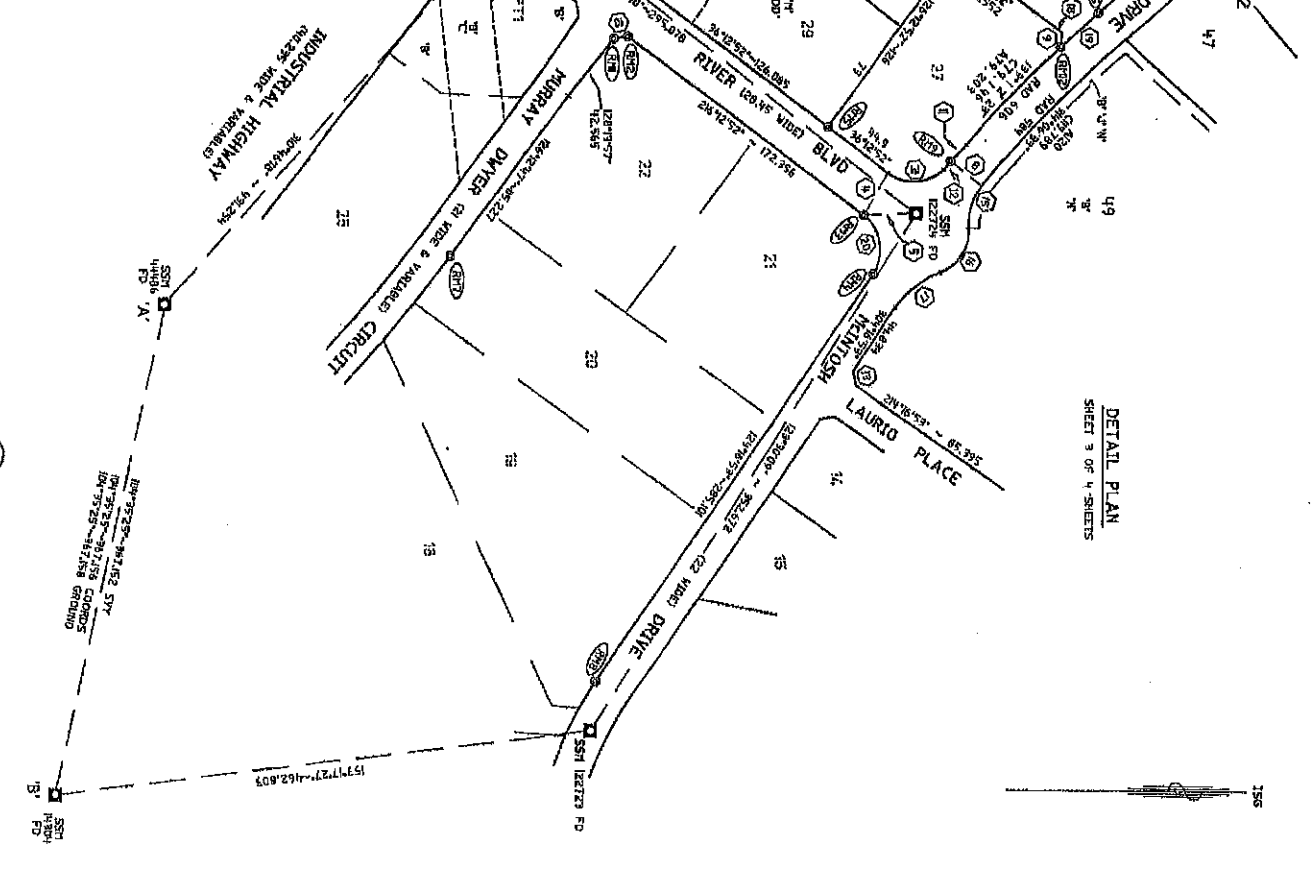
  

**SHORT LINE TABLE**

LINE	BEARING	DISTANCE	ARC	RADIUS
14	S32°13'06"	36.778	98.398	75
15	S07°12'41"	25.614	68.234	35.5
16	S27°29'02"	13.017	34.53	25.5
17	S31°10'22"	13.209	34.125	25.5
18	S41°00'40"	4.509	9.51	30
19	S87°24'27"	32.609	32.607	606
20	S26°18'52"	34.754	34.646	25

**SCHEDULE OF REFERENCE MARKS**

SPK	BEARING	DISTANCE	DESCRIPTION	REMARKS
100	S89°30'00"	4.185	IRON BARS	DR 270249
101	S89°30'00"	4.185	IRON BARS	DR 270249
102	S89°30'00"	4.185	IRON BARS	DR 270249
103	S89°30'00"	4.185	IRON BARS	DR 270249
104	S89°30'00"	4.185	IRON BARS	DR 270249
105	S89°30'00"	4.185	IRON BARS	DR 270249
106	S89°30'00"	4.185	IRON BARS	DR 270249
107	S89°30'00"	4.185	IRON BARS	DR 270249
108	S89°30'00"	4.185	IRON BARS	DR 270249
109	S89°30'00"	4.185	IRON BARS	DR 270249
110	S89°30'00"	4.185	IRON BARS	DR 270249
111	S89°30'00"	4.185	IRON BARS	DR 270249
112	S89°30'00"	4.185	IRON BARS	DR 270249
113	S89°30'00"	4.185	IRON BARS	DR 270249
114	S89°30'00"	4.185	IRON BARS	DR 270249
115	S89°30'00"	4.185	IRON BARS	DR 270249
116	S89°30'00"	4.185	IRON BARS	DR 270249
117	S89°30'00"	4.185	IRON BARS	DR 270249
118	S89°30'00"	4.185	IRON BARS	DR 270249
119	S89°30'00"	4.185	IRON BARS	DR 270249
120	S89°30'00"	4.185	IRON BARS	DR 270249
121	S89°30'00"	4.185	IRON BARS	DR 270249
122	S89°30'00"	4.185	IRON BARS	DR 270249
123	S89°30'00"	4.185	IRON BARS	DR 270249
124	S89°30'00"	4.185	IRON BARS	DR 270249
125	S89°30'00"	4.185	IRON BARS	DR 270249
126	S89°30'00"	4.185	IRON BARS	DR 270249
127	S89°30'00"	4.185	IRON BARS	DR 270249
128	S89°30'00"	4.185	IRON BARS	DR 270249
129	S89°30'00"	4.185	IRON BARS	DR 270249
130	S89°30'00"	4.185	IRON BARS	DR 270249
131	S89°30'00"	4.185	IRON BARS	DR 270249
132	S89°30'00"	4.185	IRON BARS	DR 270249
133	S89°30'00"	4.185	IRON BARS	DR 270249
134	S89°30'00"	4.185	IRON BARS	DR 270249
135	S89°30'00"	4.185	IRON BARS	DR 270249
136	S89°30'00"	4.185	IRON BARS	DR 270249
137	S89°30'00"	4.185	IRON BARS	DR 270249
138	S89°30'00"	4.185	IRON BARS	DR 270249
139	S89°30'00"	4.185	IRON BARS	DR 270249
140	S89°30'00"	4.185	IRON BARS	DR 270249
141	S89°30'00"	4.185	IRON BARS	DR 270249
142	S89°30'00"	4.185	IRON BARS	DR 270249
143	S89°30'00"	4.185	IRON BARS	DR 270249
144	S89°30'00"	4.185	IRON BARS	DR 270249
145	S89°30'00"	4.185	IRON BARS	DR 270249
146	S89°30'00"	4.185	IRON BARS	DR 270249
147	S89°30'00"	4.185	IRON BARS	DR 270249
148	S89°30'00"	4.185	IRON BARS	DR 270249
149	S89°30'00"	4.185	IRON BARS	DR 270249
150	S89°30'00"	4.185	IRON BARS	DR 270249



**DP270249**  
 ADDITIONAL SHEET 28

Revised: 30 JULY 2008

FOR SIGNATURES SEE ORIGINAL FILED WITH PAPERS

DATE: 30 JULY 2008

30 JULY 2008

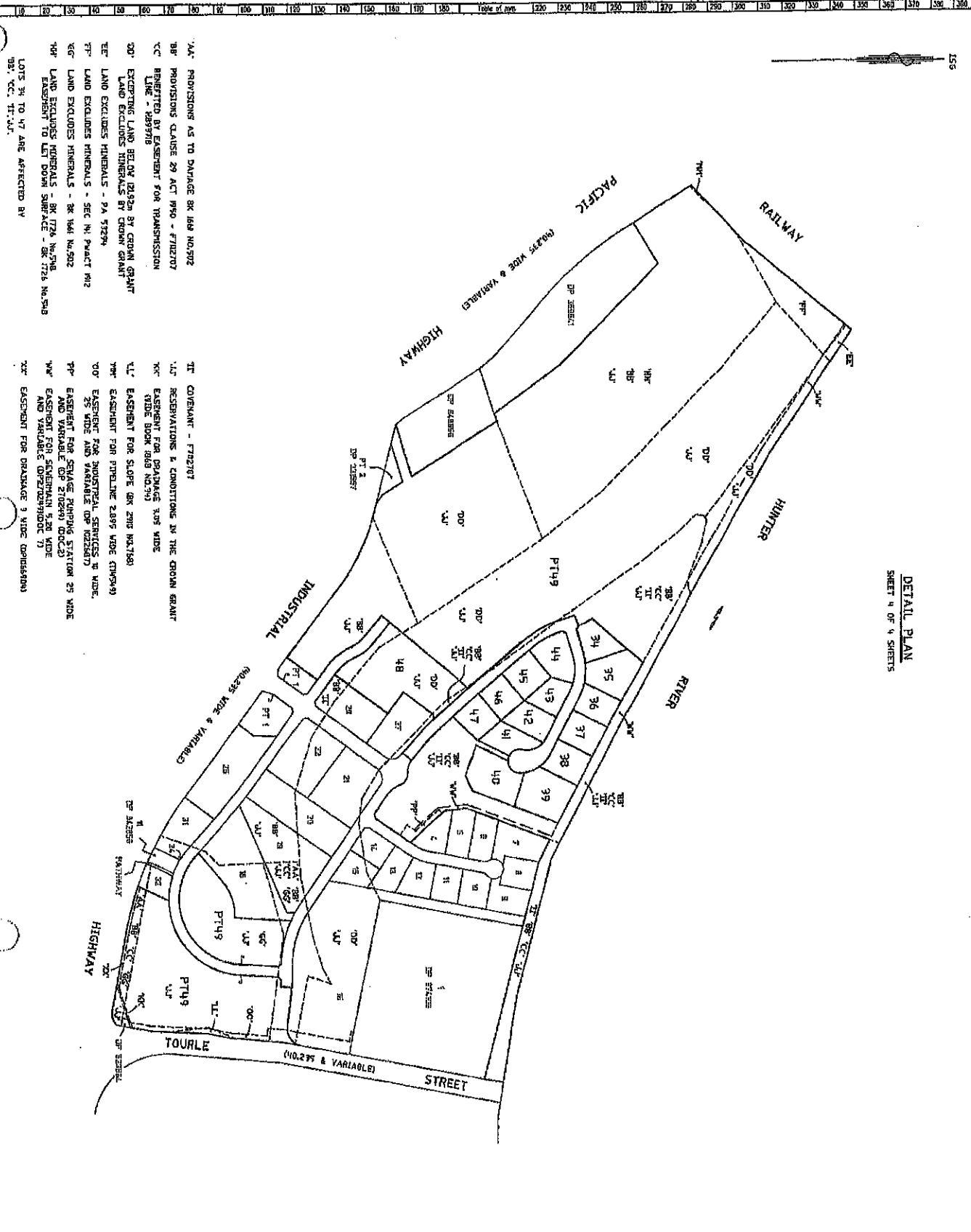
THIS IS SHEET 28 OF 270249 AND IT REPLACES SHEET 22 AS REGARDS LOT 34 AND IS AN ADDITIONAL SHEET.

Schedule 18: 4/2000

Plan Drawing only to appear in this space

DATE: 30 JULY 2008

DETAIL PLAN  
 SHEET 4 OF 4 SHEETS



- 1A- PROVISIONS AS TO DAMAGE OR LOSS
- 1B- PROVISIONS CLAUSE 29 ACT 1950 - F102707
- 1C- BENEFITED BY EASEMENT FOR TRANSMISSION LINE - 2897918
- 1D- EXCEPTING LAND BELOW BLASBY BY CROWN GRANT LAND EXCLUDES MINERALS BY CROWN GRANT
- 1E- LAND EXCLUDES MINERALS - 94 57294
- 1F- LAND EXCLUDES MINERALS - SEC N1; PACT 912
- 1G- LAND EXCLUDES MINERALS - BR 1641 No.502
- 1H- LAND EXCLUDES MINERALS - BR 1726 No.504 EASEMENT TO LET DOWN SURFACE - BR 1726 No.504
- 1I- LOTS 39 TO 47 ARE AFFECTED BY BR1, CC, IT, JJ.

- 1J- COVENANT - F782701
- 1K- RESERVATIONS & CONDITIONS IN THE CROWN GRANT EASEMENT FOR PARKWAY 3.05 WIDE (SIDE BOOK 1869 NO.714)
- 1L- EASEMENT FOR SLOPE (BR 2919 No.138)
- 1M- EASEMENT FOR PIPELINE 2.895 WIDE (10/5/93)
- 1N- EASEMENT FOR INDUSTRIAL SERVICES 25 WIDE 25 WIDE AND VARIABLE (DP 1022870)
- 1O- EASEMENT FOR SPACE RAMPING STATION 25 WIDE AND VARIABLE (DP 270590 (DCC2))
- 1P- EASEMENT FOR SPACE RAMPING STATION 25 WIDE AND VARIABLE (DP 270590 (DCC2))
- 1Q- EASEMENT FOR GRAVAGE 3 WIDE (COMPARISON)

Pl. drawing only to appear in this space

DP270249  
 ADDITIONAL SHEET 23

Registered  
 This is sheet 4 of my plan in 5 sheets  
 dated 30 JULY 2004  
 [Signature]

Stamp: Registered under the Survey Act 2002  
 This is sheet 4 of the plan of 5 sheets  
 covered by Submission Certificate No. 76222  
 of

G. M. [Signature]  
 Registered Professional Surveyor  
 For my plans please refer to the plan in my field or Plan  
 Com. 2

THIS IS SHEET 24 OF DP270249 AND IT  
 REPLACES SHEET 25 AS RECORDS LOT 39  
 AND IS AN ADDITIONAL SHEET.  
 Reduction Ratio 1: 5000  
 (28/07/2004)

Surveyors' References 98/136/5 Str. [Signature]









PLAN FORM 2

SIGNATURE AND SEALS ONLY  
 Executed by Urban Property Group  
 Pty Limited RCN 101173488

Stavros Fotiadis  
 Secretary  
 Dionne Stegiles  
 Director



Department of Lands Approval  
 In respect of the plan only  
 and of necessary systems in respect to the situation of the land  
 shown herein from time past.

Subdivision Certificate  
 Newcastles City Council  
 Date of endorsement: 14.09.2005  
 Authorisation no: 7746  
 DA 05/CO145

Subdivision Certificate  
 Newcastles City Council  
 Date of endorsement: 14.09.2005  
 Authorisation no: 7746  
 DA 05/CO145

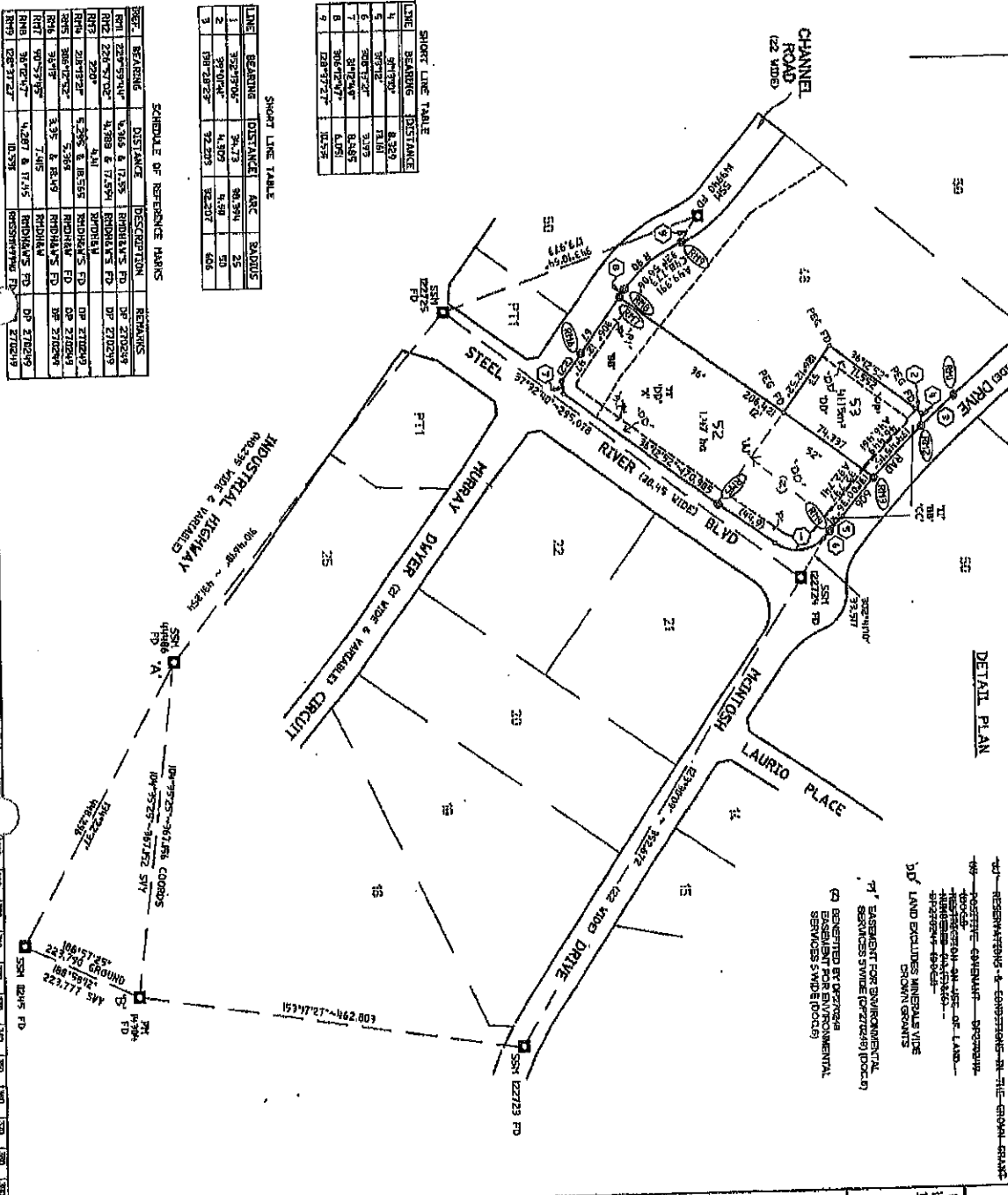
Plan Drawing only to appear in this space

SOMEWHAT REGULATION 2001 - CLASS 2(2)

MARK	EASTING	NORTHING	ZONE	ACC.
SS1 4880	34800.316	155803.465	56/1	Z
SS1 4881	34897.232	155803.476	56/1	Z
SS1 4882	34892.391	155803.486	56/1	Z
SS1 4883	34897.232	155803.486	56/1	Z

COMBINED SEA LEVEL SCALE FACTOR = 0.99999999  
 SOURCE: I.S.G. COORDINATES ADAPTED FROM  
 SCHEM 8 JANUARY 1993.

DETAIL PLAN



SHORT LINE TABLE

LINE	BEARING	DISTANCE	ARC	SALDUS
1	352°19'00"	34.73	80.39N	25
2	32°01'00"	44.307	4.69	603
3	198°28'23"	92.295	382.20T	603

SCHEDULE OF REFERENCED HARKS

MARK	BEARING	DISTANCE	DESCRIPTION	REMARKS
SS1 4880	348°00'316"	17.55	ROADWAY'S PD	DP 270249
SS1 4881	348°57'232"	17.55	ROADWAY'S PD	DP 270249
SS1 4882	348°57'232"	17.55	ROADWAY'S PD	DP 270249
SS1 4883	348°57'232"	17.55	ROADWAY'S PD	DP 270249

- 1. EASEMENT FOR ACCESS & MAINTENANCE VARIABLE WIDTH DP 270249 (DCCU)
- 2. EASEMENT FOR ENVIRONMENTAL SERVICES 5 VIDE DP 270249
- 3. PROVISIONS CLAUSE 20 ACT 1950 - FROZT
- 4. EASEMENT FOR TRANSMISSION LINE - 1883118
- 5. EXCEPTING LAND BELOW EASEMENT BY CROWN GRANT
- 6. COVENANT - FROZT
- 7. RESEMENTING - 6 - EMBANKMENT - TILE - GROWL - GRASS
- 8. POSITIVE COVENANT - STOPPING
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- 97. POSITIVE COVENANT - STOPPING
- 98. POSITIVE COVENANT - STOPPING
- 99. POSITIVE COVENANT - STOPPING
- 100. POSITIVE COVENANT - STOPPING

ADDITIONAL SHEET 33  
 Registered 1 25. 11. 2005  
 The System TORENS  
 Purpose SUBDIVISION  
 Ref Mark: UCC57 - 56  
 Lot Plan: DP270249

PLAN OF SUBDIVISION OF  
 LOTS 27 AND 29  
 IN COMMUNITY PLAN DP 270249

Length: see to metric. Relation 1:1 = 5000

LOCALITY: NEWCASTLE  
 LOCALITY: HAYFIELD WEST  
 PARISH: NEWCASTLE  
 COUNTY: NORTHUMBERLAND

This is sheet 1 of my plan in 2 sheets.  
 (Delete if inapplicable)

STAMPED APPROVAL BAR  
 HORTON & POWERS

I, a surveyor registered under the Survey and Mapping Act 2002, hereby certify that the survey operations with the Surveying Instruments 2001 and not approved on 30.01.2005.

The survey includes the LOTS 27 & 29.

(Delete if inapplicable) Date: 14.09.05  
 (Delete if inapplicable) Name: A. B.  
 (Delete if inapplicable) Title: Surveyor

Plan used in preparation of survey/development DP 270249

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

THIS IS SHEET 33 OF DP270249 AND IT RELATES TO SHEETS 19 AND 20 AS REGARDS LOT 29 AND IS AN ADDITIONAL SHEET.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

BEARING LINE TABLE

LINE	BEARING	DISTANCE	ARC	RADIUS
1	354.20°	8.489	8.489	200
2	405.46°	8.329	8.329	200
3	8.21°	13.279	8.21	200
4	87.57°	7	7	222
5	140.53°	7	7	222
6	219.20°	18.728	18.728	222
7	284.20°	8.489	8.489	200
8	284.20°	8.489	8.489	200
9	173.92°	9.257	9.257	222
10	354.20°	8.489	8.489	200
11	230.45°	20.02	20.027	222
12	271.57°	8.329	8.329	200
13	219.01°	7.969	7.969	200
14	80.38°	22.481	22.481	200
15	219.20°	12.379	12.379	200
16	219.20°	12.379	12.379	200
17	39.20°	7	7	222
18	131.25°	19.896	19.896	222
19	191.54°	8.489	8.489	200
20	306.92°	6.263	6.263	200
21	306.92°	6.263	6.263	200
22	314.33°	31.875	31.884	112
23	(284.91°)	(10.287)	(10.288)	(250)
24	319.94°	22.387	22.387	200
25	365.14°	22.007	22.007	200
26	129.20°	22	22	200
27	129.20°	22	22	200
28	333.92°	30.253	30.253	240
29	247.20°	22	22	200
30	336.53°	7.011	7.012	218
31	73.10°	27.474	27.474	200
32	314.33°	7.217	7.217	200
33	283.32°	18.537	18.537	200
34	283.32°	18.537	18.537	200
35	276.47°	21.815	21.815	200
36	219.20°	22	22	200
37	306.92°	22.001	22.001	200
38	115.45°	22.704	22.704	200

DETAIL PLAN  
SHEET 2 OF 4 SHEETS

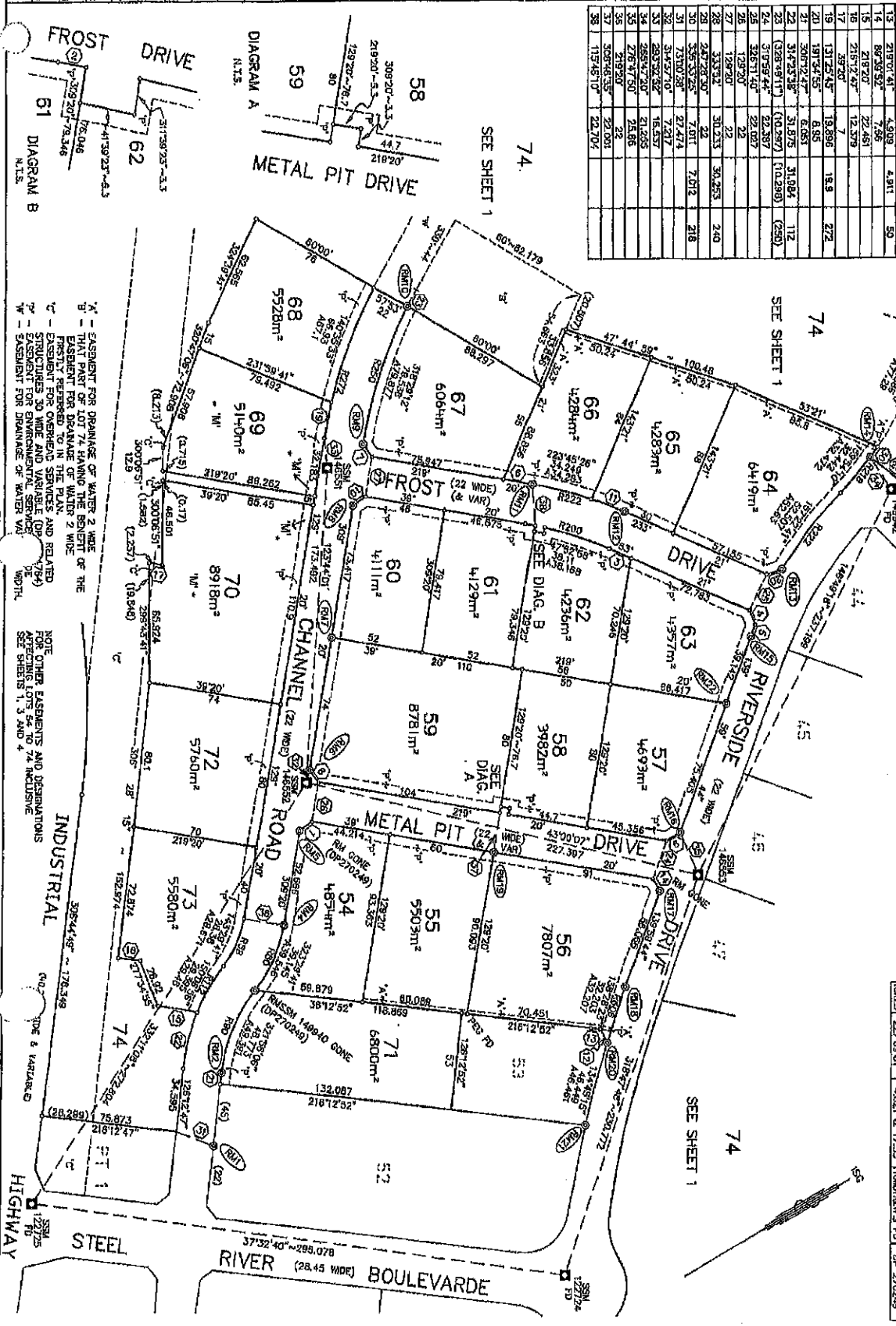
REF.	BEARING	DISTANCE	DESCRIPTION	REMARKS
R1	357.1°	3.35 & 18.49	RADIUM'S FO	DP 270249
R2	357.1°	4.28 & 17.42	RADIUM'S FO	DP 270249
R3	39.2°	1.0	RADIUM'S FO	DP 270249
R4	39.2°	4.28 & 17.42	RADIUM'S FO	DP 270249
R5	314.3°	4.35 & 17.54	RADIUM'S FO	DP 270249
R6	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R7	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R8	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R9	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R10	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R11	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249

SCHEDULE OF REFERENCE MARKS

REF.	BEARING	DISTANCE	DESCRIPTION	REMARKS
R12	357.1°	3.35 & 18.49	RADIUM'S FO	DP 270249
R13	357.1°	4.28 & 17.42	RADIUM'S FO	DP 270249
R14	39.2°	1.0	RADIUM'S FO	DP 270249
R15	39.2°	4.28 & 17.42	RADIUM'S FO	DP 270249
R16	314.3°	4.35 & 17.54	RADIUM'S FO	DP 270249
R17	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R18	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R19	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R20	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R21	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R22	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R23	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249

SCHEDULE OF REFERENCE MARKS

REF.	BEARING	DISTANCE	DESCRIPTION	REMARKS
R24	357.1°	3.35 & 18.49	RADIUM'S FO	DP 270249
R25	357.1°	4.28 & 17.42	RADIUM'S FO	DP 270249
R26	39.2°	1.0	RADIUM'S FO	DP 270249
R27	39.2°	4.28 & 17.42	RADIUM'S FO	DP 270249
R28	314.3°	4.35 & 17.54	RADIUM'S FO	DP 270249
R29	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R30	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R31	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R32	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249
R33	39.2°	4.35 & 17.54	RADIUM'S FO	DP 270249

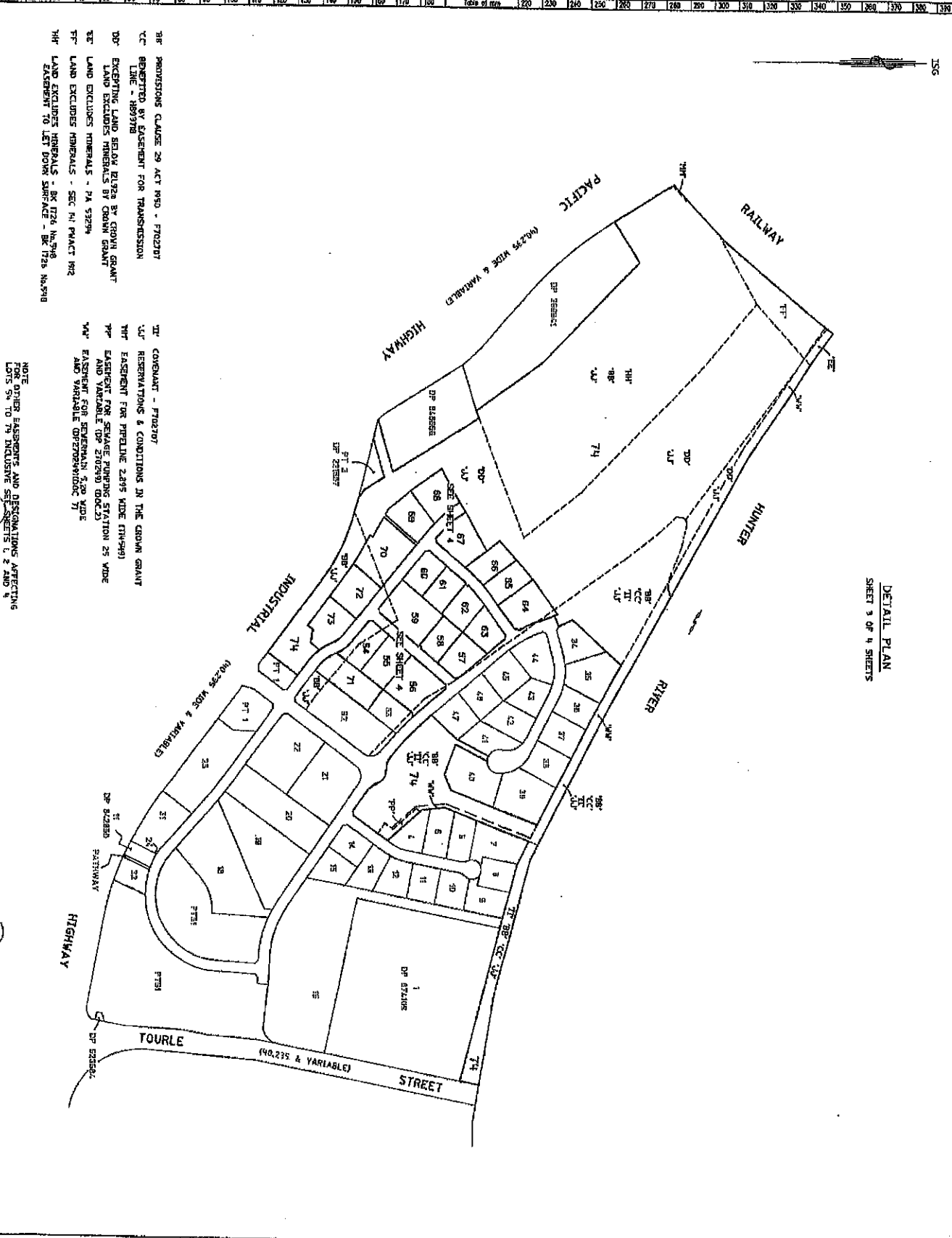


NOTE: EASEMENT FOR DRAINAGE OF WATER 2 WIDE THAT PART OF LOT 74 HAVING THE BENEFT OF THE EASEMENT FOR DRAINAGE OF WATER 2 WIDE FIRST REFERRED TO IN THE PLAN. ERECTED BY THE OVERHEAD SERVICES AND RELATED STRUCTURES OF ENVIRONMENTAL SERVICES AND EASEMENT FOR DRAINAGE OF WATER VIA 100FT.

NOTE: OTHER EASEMENTS AND DESIGNATIONS AFFECTING LOTS 54 TO 74 INCLUDE: SEE SHEETS 1, 3 AND 4.

Plan drawing only to appear in this space

DP270249  
 ADDITIONAL SHEET 95  
 Registered under No. 9-2006  
 This is sheet 2 of my plan in 5 sheets  
 order of material only  
 Signed on behalf of  
 Donmore Steel River Ry Limited  
 ABN 75 115 405 210  
 Bruce Brandner  
 Director  
 Registered under the Stamp Act 2002  
 This is sheet 2 of the plan of 5 sheets  
 covered by Submission Certificate No. 78173  
 Ref: bat / Bro: 1  
 Reduction Ratio: 1:800  
 (24/11/08)



DETAIL PLAN  
 SHEET 3 OF 4 SHEETS

- BR PROVISIONS CLAUSE 29 ACT 1950 - F702017
- CC RECEIVED BY EASEMENT FOR TRANSMISSION LINE - 889378B
- DP EXCEPTIVE LAND SET OUT BY CROWN GRANT
- EE LAND EXCLUDES MINERALS BY CROWN GRANT
- FE LAND EXCLUDES MINERALS - PA 9329W
- HF LAND EXCLUDES MINERALS - SEC 14 PACT 1912
- HH LAND EXCLUDES MINERALS - BK 1726 N4,5/8
- II EASEMENT TO LET DOWN SURFACE - BK 1726 N4,5/8

- III COVENANT - F702017
- IV RESERVATIONS & CONDITIONS IN THE CROWN GRANT
- VI EASEMENT FOR PIPELINE 2495 WIDE (114-941)
- VP EASEMENT FOR SEWAGE PUMPING STATION 25 WIDE AND VARIABLE (DP 270250) (DOC 2)
- WW EASEMENT FOR SEWERMAIN 500 WIDE AND VARIABLE (DP 270250) (DOC 2)

NOTE FOR OTHER EASEMENTS AND DESIGNATIONS AFFECTING LOTS 5N TO 7N INCLUSIVE SEE SHEETS L 2 AND N

Plan drawing only to appear in this space

DP270249

ADDITIONAL SHEET 36

Registered 10/10/2006

This is sheet 3 of my plan of 5 sheets dated 10 NOVEMBER 2005

*[Signature]*

Survey registered under the Survey Act 2002  
 This is sheet 3 of the plan of 5 sheets covered by Subdivision Certificate No. 18115 of

*[Signature]*  
 Signed on behalf of  
 DOMINIQUE STEEL RIVER RLY LIMITED  
 18/11/05 10:52 AM

*[Signature]*  
 BRUCE BRANKETT  
 DIRECTOR

*[Signature]*  
 RAQUEEN SPALL  
 COMPANY SECRETARY

THIS IS SHEET 36 OF DP270249 AND IT REPLACES SHEET 26 AS REGARDS LOTS 5N AND 5W AND ADDITIONAL SHEETS  
 Reduction Rate 1:5000 (24/11/2005)  
 SURVEYOR'S REFERENCE: 98/1736/7 887360000000

DETAIL PLAN  
 SHEET 4 OF 4 SHEETS



\* EASEMENT FOR ACCESS AND MAINTENANCE  
 VARIABLE WIDTH DP270249 DOCL3  
 \*\* PROVISIONS CLAUSE 29 ACT 1958 - F102107  
 CC BENEFITED BY EASEMENT FOR TRANSMISSION  
 DATE - 08/31/08  
 DP EXCEPTING LAND BELOW PLAZA BY CROWN GRANT  
 LAND EXCLUDES HEREDALS BY CROWN GRANT  
 EXCEPTING TO LET DOWN SERVICE - BK 1726 M4.510

\*\* COVENANT - F102107  
 UV RESERVATIONS & CONDITIONS IN THE CROWN GRANT  
 \*\* EASEMENT FOR SEWAGE PUMPING STATION 25 VIDE  
 EASEMENT FOR SEWERMAIN 5.20 VIDE  
 AND VARIABLE DP270249 DOCL3  
 AND VARIABLE DP270249 DOCL 71

NOTE  
 FOR OTHER EASEMENTS AND DESIGNATIONS AFFECTING  
 LOTS 59 TO 74 INCLUSIVE SEE SHEETS 1, 2 AND 3

Plan Drawing only to appear in this space

DP270249

ADDITIONAL SHEET 37

Registered 10-F-2006

This is sheet 4 of my plan in 5 sheets dated 30 NOVEMBER 2005

*Handwritten Signature*

Stamp registered under the Surveyors Act 2002  
 This is sheet 4 of my plan in 5 sheets dated 30 NOVEMBER 2005  
 covered by Subdivision Certificate No. 7913

*Handwritten Signature*  
 Registered Professional Engineer  
 No. 102106

Signed on behalf of  
 Bradshaw Street Rural Pty Limited  
 ABN 75 112 405 240

*Handwritten Signature*  
 BRADSHAW STREET  
 DIRECTOR

*Handwritten Signature*  
 RAUBENBERG PALLA  
 COMPANY SECRETARY

THIS IS SHEET 37 OF DP270249 AND IT IS AN ADDITIONAL SHEET  
 Publication Date 15 2500 (24/11/2005)

Surveyor's references 9A/15/L/7



PLAN FORM 2 (Approved Form 3)

**SIGNATURES AND SEALS ONLY**  
 Signed for and on behalf of the Council by the Mayor or the Mayor's Delegate  
 Robert Boyd  
 Mayor  
 11/13/08  
 11/13/08  
 11/13/08

MAILED  
 DISTRICT

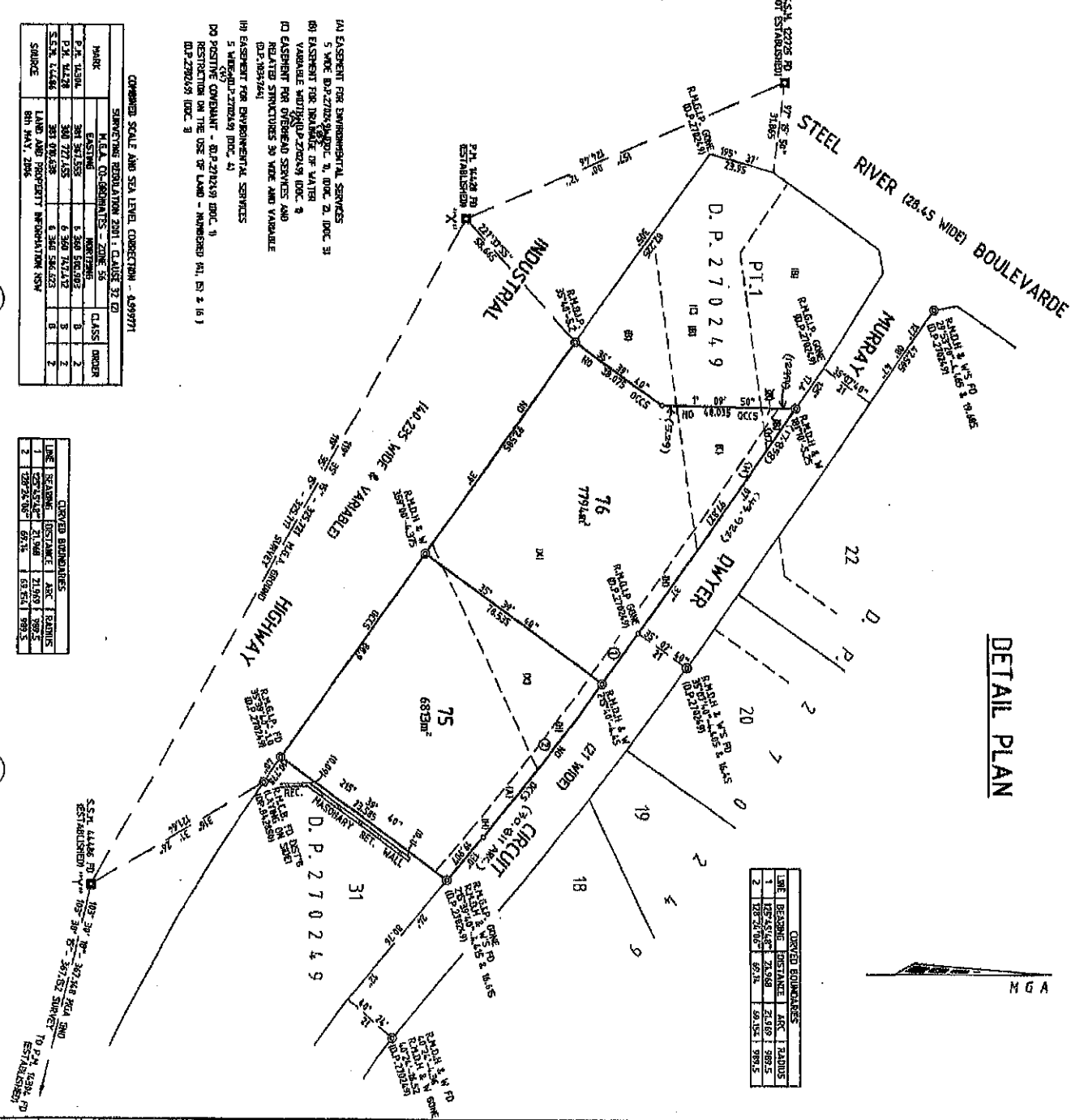
For the purpose of this document, the following definitions shall apply:  
 1. "Surveyor" means a person who is registered under the Survey Act 1971 and is acting in that capacity.  
 2. "Survey" means a survey conducted in accordance with the Survey Act 1971.  
 3. "Surveyor's Certificate" means a certificate issued by the Surveyor in accordance with the Survey Act 1971.  
 4. "Surveyor's Seal" means a seal issued by the Surveyor in accordance with the Survey Act 1971.  
 5. "Surveyor's Stamp" means a stamp issued by the Surveyor in accordance with the Survey Act 1971.  
 6. "Surveyor's Signature" means a signature made by the Surveyor in accordance with the Survey Act 1971.  
 7. "Surveyor's Seal and Signature" means a seal and signature made by the Surveyor in accordance with the Survey Act 1971.  
 8. "Surveyor's Stamp and Signature" means a stamp and signature made by the Surveyor in accordance with the Survey Act 1971.  
 9. "Surveyor's Seal, Stamp and Signature" means a seal, stamp and signature made by the Surveyor in accordance with the Survey Act 1971.  
 10. "Surveyor's Seal, Stamp, Signature and Seal" means a seal, stamp, signature and seal made by the Surveyor in accordance with the Survey Act 1971.

Department of Land Services  
 In response to your enquiry, we have prepared this document for you. It is intended to provide you with the information you need to understand the proposed subdivision and the conditions of any easements or covenants that may apply to the land.  
 Date: 10/13/08  
 On Number: 10/13/08  
 Office: Newcastle City Council

Subdivision Certificate  
 1. Name of the Subdivision: **NEWCASTLE CITY COUNCIL**  
 2. Name of the Applicant: **NEWCASTLE CITY COUNCIL**  
 3. Name of the Surveyor: **PAUL EDWARDS**  
 4. Name of the Registrar: **PAUL EDWARDS**  
 5. Name of the Registrar's Delegate: **PAUL EDWARDS**  
 6. Name of the Registrar's Delegate's Delegate: **PAUL EDWARDS**  
 7. Name of the Registrar's Delegate's Delegate's Delegate: **PAUL EDWARDS**  
 8. Name of the Registrar's Delegate's Delegate's Delegate's Delegate: **PAUL EDWARDS**  
 9. Name of the Registrar's Delegate's Delegate's Delegate's Delegate's Delegate: **PAUL EDWARDS**  
 10. Name of the Registrar's Delegate's Delegate's Delegate's Delegate's Delegate's Delegate: **PAUL EDWARDS**

CHECKLIST  
 369980P-C

Plan Drawing only to appear in this space



- (A) EASEMENT FOR ENVIRONMENTAL SERVICES
- (B) EASEMENT FOR DELIVERY OF WATER
- (C) EASEMENT FOR WASTE SERVICES AND RELATED SERVICES
- (D) EASEMENT FOR ENVIRONMENTAL SERVICES
- (E) POSITIVE COVENANT - D.P. 270249 DOC. 1
- (F) RESTRICTION ON THE USE OF LAND - NUMBERED R/L 2 & 3
- (G) POSITIVE COVENANT - D.P. 270249 DOC. 2
- (H) RESTRICTION ON THE USE OF LAND - NUMBERED R/L 2 & 3
- (I) POSITIVE COVENANT - D.P. 270249 DOC. 3

COVERED SCALE AND SEA LEVEL CORRECTION - 4599771

MARK	MARK	CLASS	ORDER
1	1	1	1
2	2	2	2
3	3	3	3
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9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
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16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
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25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31

LINE	BEARING	DISTANCE	ARC	RADIUS
1	185°54'56"	23.88	2.582	388.5
2	128°24'00"	97.16	59.054	399.5

WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION

ADDITIONAL SHEET 38  
 DP270249  
 8/16.11.2006  
 The System: TORRENS  
 Purpose: SUBDIVISION  
 Package: U6357-82#  
 Lot Name: DP-270249

PLAN OF SUBDIVISION OF LOT 25  
 IN COMPANITY PLAN D.P. 270249  
 Length scale in metres. Numerical Ratio: 1:1000  
 Date: 10/13/08  
 Location: Newcastle  
 State: Newcastle West  
 Parish: Newcastle  
 County: Northumberland

This is sheet 1 of my plan in 2 sheets.  
 (Drawing if incorporated)  
 L. MURRAY PAUL EDWARDS  
 Surveyor  
 1. MURRAY PAUL EDWARDS  
 2. MURRAY PAUL EDWARDS  
 3. MURRAY PAUL EDWARDS  
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 99. MURRAY PAUL EDWARDS  
 100. MURRAY PAUL EDWARDS

THIS IS SHEET 38 OF D.P. 270249  
 AND IT REPLACES SHEET 14 WITH  
 REGARDS TO LOT 25 AND IS  
 AN ADDITIONAL SHEET



JOHNATHAN SPOWELL  
 Director  
 GWH DEVELOPMENTS PTY LTD  
 110 977 718  
 E. Brisbane  
 Queensland  
 4300



CHRISTOPHER J. CHEYNE  
 Director  
 GWH DEVELOPMENTS PTY LTD  
 110 977 718  
 E. Brisbane  
 Queensland  
 4300

FRANK JAMES TWYDLE  
 Director  
 GWH DEVELOPMENTS PTY LTD  
 110 977 718  
 E. Brisbane  
 Queensland  
 4300

BOYCE JOHN McDONALD  
 Director  
 GWH DEVELOPMENTS PTY LTD  
 110 977 718  
 E. Brisbane  
 Queensland  
 4300

Department Of Lands Approval

1. (Professional stamp) It certifies that the certificate and all necessary approvals are signed by the holder of the said approval having been given.

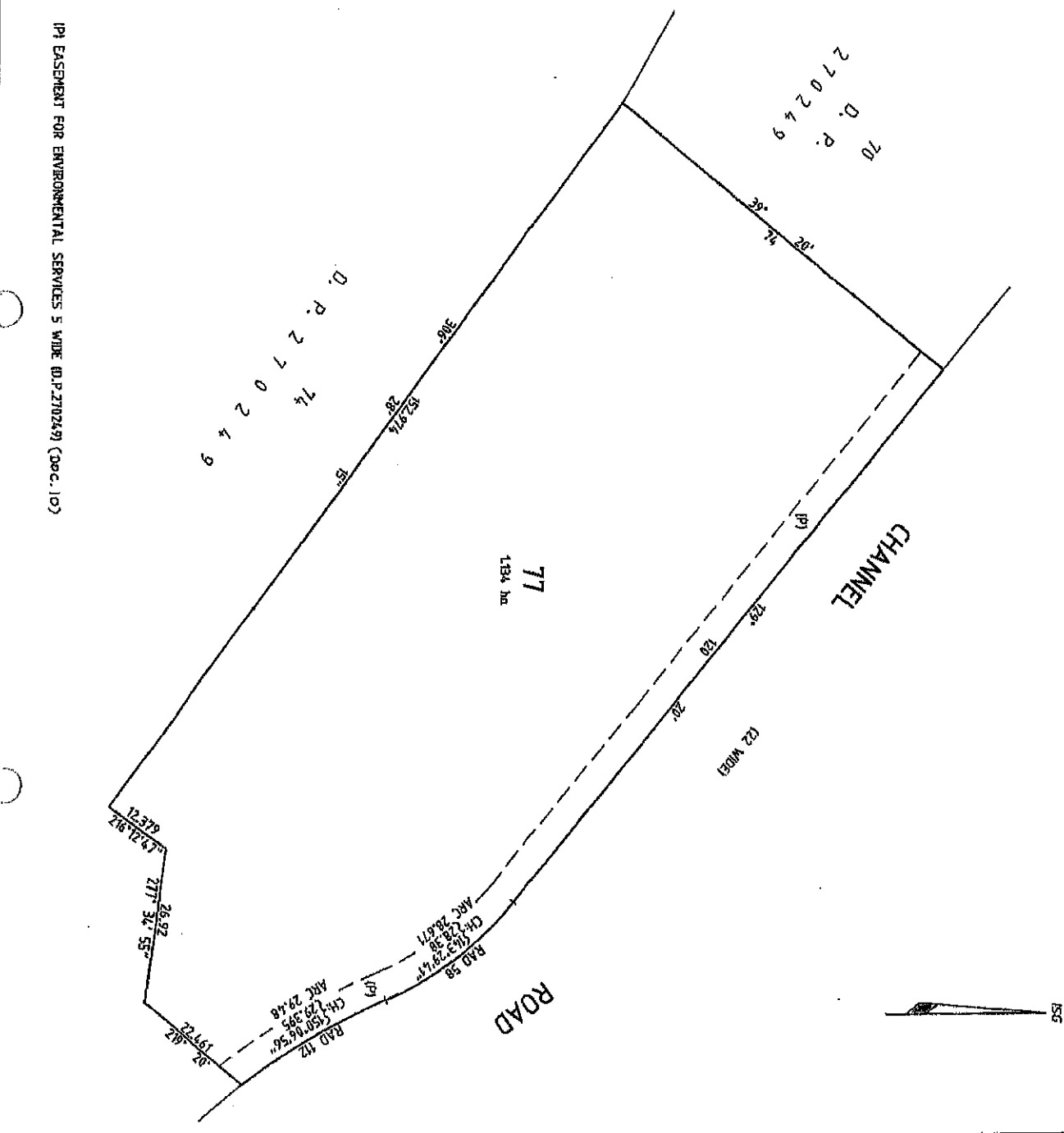
Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 The Holder: \_\_\_\_\_  
 Office: \_\_\_\_\_

Subdivision Certificate  
 I certify that provisions of s.10(2) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision of the land described in the following particulars:  
 a. General: "subdivision" of two lots  
 b. General: "subdivision" of two lots  
 c. General: "subdivision" of two lots

Consolidation Certificate  
 I certify that provisions of s.10(2) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed consolidation of the land described in the following particulars:  
 a. General: "consolidation" of two lots  
 b. General: "consolidation" of two lots  
 c. General: "consolidation" of two lots

Reference: 369650DP-1b

**DETAIL PLAN**



IP1 EASEMENT FOR ENVIRONMENTAL SERVICES 5 WIDE (D.P.270249) (Doc. 10)

**ADDITIONAL SHEET 39**  
**DP270249**

Regulation: 8/16/11/2006  
 The System: TORRENS  
 Purpose: CONSOLIDATION  
 Sublot: U6357-5  
 Lot File: D.P.270249  
 PLAN OF CONSOLIDATION OF LOT 72 AND LOT 73 D.P.270249

Location and to match. Revision Date: 15/08

Lot: NEWCASTLE  
 Sublot: MAYFIELD WEST  
 Parish: NEWCASTLE  
 County: NORTHUMBERLAND

Title: 1 of 1 of my plan to (Details if applicable) 2 sheets

1. MURRAY PAUL EDWARDS  
 Surveyor (Licence No. 2002)

2. GLENDA J. BARRIE  
 Surveyor (Licence No. 2002)

This work is the property of the Surveyor General and is not to be used for any other purpose without the written consent of the Surveyor General.

Notes used in preparation of this plan:  
 D.P.270249

THIS IS SHEET 39 OF D.P.270249 AND IT REPLACES SHEET 35 WITH REGARDS TO LOTS 72 & 73 AND IS AN ADDITIONAL SHEET

20864710817981 COMP

WARNING: OVERSIZING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2  
 SIGNATURES AND SEALS ONLY

I have Affixed Above My True  
 Handwritten Signature to Prove  
 the Accuracy and Truth of  
 the Base Map No. 501 and  
 Agree that the Map is a Justice  
 of the Peace's Office.

*Signature*  
 J.P. [Signature]

APPROVED ON BEHALF OF  
 THE REGISTRAR OF LANDS AND  
 BY HIS ATTORNEYS  
 [Signature]

Department of Lands Approval  
 I certify that the contents of this plan comply  
 with the provisions of the Land Act 1994 and  
 that the necessary approvals have been given.

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 File Number: \_\_\_\_\_  
 Office: \_\_\_\_\_

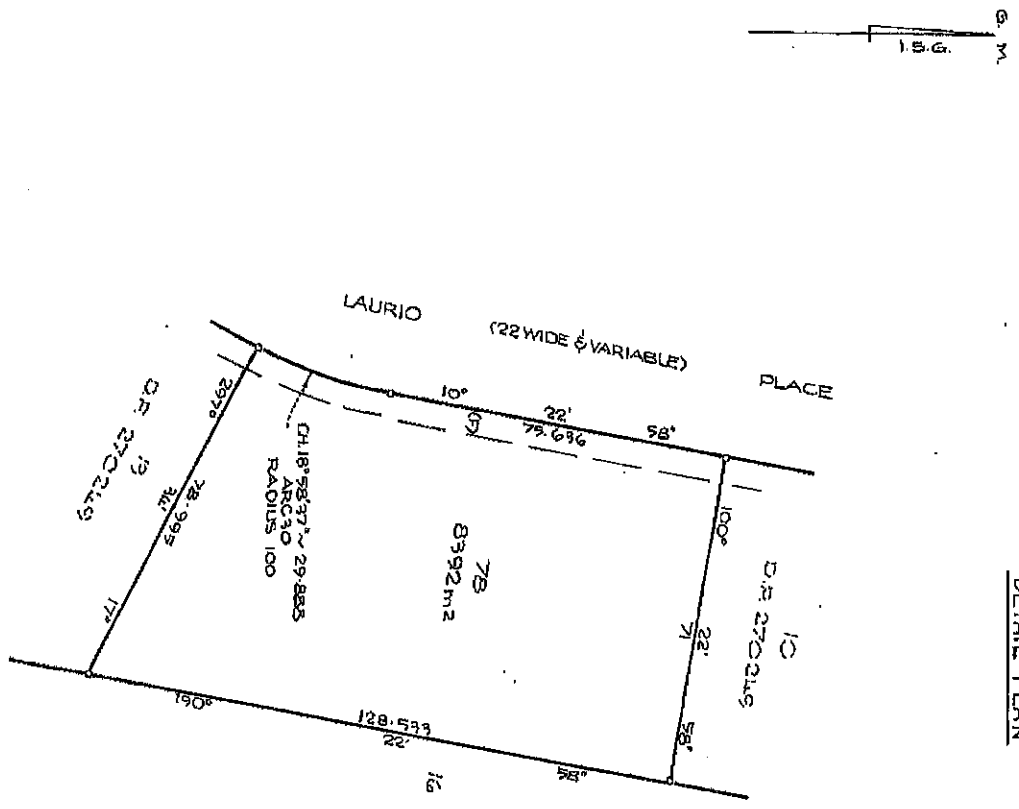
Subdivision Certificate  
 I certify that the contents of this plan of the Environmental Planning  
 and Assessment Act 1979 have been checked in relation to the  
 project.

Your Signature or Seal and  
 Date: \_\_\_\_\_

Consent Authority: \_\_\_\_\_  
 Title of Environment: \_\_\_\_\_  
 Description and Use: \_\_\_\_\_  
 Subdivision Certificate No: \_\_\_\_\_  
 File No: \_\_\_\_\_

Note: Signature to be placed  
 in the appropriate space.

DETAIL PLAN



(F) BASEMENT FOR ENVIRONMENTAL  
 SERVICES 5' WIDE. (DP 270219) (Doc. 2)

SCALE: METRE 1:1000 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400

DP 270249  
 ADDITIONAL SHEET 40

Project: 17.08.2007  
 Title System: TORRENS  
 Purpose: CONSOLIDATION  
 Ref. Map: U6351-5' & 82'  
 Lot Size: DP210249

PLAN OF  
 CONSOLIDATION OF LOTS  
 11 AND 12 IN COMMUNITY  
 PLAN 270219

Lot: 11  
 Location: MAYFIELD WEST  
 Parish: NEWCASTLE  
 County: NORTHUMBERLAND

This is sheet 1 of my plan 2  
 Details of Impassable  
 Surveying Regulations 2001  
 4. DANGER SIGNALS AND SIGNS  
 5. BOUNDARY MARKS AND SIGNS  
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PLAN: This is the only plan for the subdivision of land to  
 be made public, to be made public, to be made public,  
 of land or public, to be made public, to be made public,  
 THIS IS SHEET 40 OF DP 270219  
 AND IT REPLACES SHEET 39  
 AS REGARDS LOT 11, 12 AND  
 IS AN ADDITIONAL SHEET.

## DP 270249

### COVER SHEET FOR SECTION 88B INSTRUMENT

\*\*\*\*\*  
**ATTENTION**  
\*\*\*\*\*

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	23.2.2001	6	22
Document 2	23.2.2001	4	9
Document 3	26.2.2001	4	6
Document 4	10.9.2002	4	8
Document 5	29.11.2002	4	5
Document 6	24.3.2003	4	5
Document 7	24.9.2003	5	6
Document 8	16.12.2004	5	10
Document 9	15.7.2005	4	2
Document 10	10.5.2006	5	9
Document 11	17.11.2008	4	7
Document 12	13.11.2009	5	8
Document 13	16.11.2009	3	4
Document 14	30.5.2011	2	6
Document 15	21.9.2017	2	8

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

# DP 270249

(Continued)

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 16	2.3.2018	2	11
Document 17	26.3.2018	2	11

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

Doc. 1

**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 1 of 22 sheets)

**DP270249**

Plan of subdivision of Lot 2 in DP 874109 covered by Subdivision Certificate No. 7213

**Full name and address of the owner of the land:** BHP Limited  
ACN 004 028 077  
Selwyn Street  
Mayfield NSW 2304

**Part 1**

1. **Identity of easement, profit à pendre, restriction or positive covenant to be created and firstly referred to in Plan:** Easement for drainage of water variable width "A".

**Schedule of Lots Affected**

<b>Lot burdened.</b>	<b>Lot or Authority benefited.</b>
Lot 1 and lot 3	Council of the City of Newcastle

2. **Identity of easement, profit à pendre, restriction or positive covenant to be created and secondly referred to in Plan:** Easement for Environmental Services 5 wide "B"

**Schedule of Lots Affected**

<b>Lot burdened.</b>	<b>Lot or Authority benefited.</b>
Lot 1	Lots 2 and 3
Lot 2	Lots 1 and 3

3. **Identity of easement, profit à pendre, restriction or positive covenant to be created and thirdly referred to in Plan:** Right of carriageway 10 wide "C"

**Schedule of Lots Affected**

<b>Lot burdened.</b>	<b>Lot or Authority benefited.</b>
Lot 3	Lot 1 DP 874109

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Doc 1

**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 2 of 22 sheets)

4. **Identity of easement, profit à pendre, restriction or positive covenant to be created and fourthly referred to in Plan:** Restriction on the use of land.

**Schedule of Lots Affected**

**Lot burdened.**

**Lot or Authority benefited.**

Each lot in the Plan except lot 2

That part of lot 2 designated in the Plan.

5. **Identity of easement, profit à pendre, restriction or positive covenant to be created and fifthly referred to in Plan:** Restriction on the use of land.

**Schedule of Lots Affected**

**Lot burdened.**

**Lot or Authority benefited.**

Each lot in the Plan except lot 2

That part of lot 2 designated in the Plan.

6. **Identity of easement, profit à pendre, restriction or positive covenant to be created and sixthly referred to in Plan:** Restriction on the use of land.

**Schedule of Lots Affected**

**Lot burdened.**

**Lot or Authority benefited.**

Each lot in the Plan except lot 2

That part of lot 2 designated in the Plan.

**DP270249**

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Doc: 1

**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created and seventhly referred to in Plan: section 88B of the Conveyancing Act 1919.**

**DP270249**

(Sheet 3 of 22 sheets)

7. **Identity of easement, profit à pendre, restriction or positive covenant to be created and seventhly referred to in Plan:** Positive covenant "H"

**Schedule of Lots Affected**

**Lot burdened.**

**Lot or Authority benefited.**

Lot 3

Council of the City of Newcastle

8. **Identity of easement, profit à pendre, restriction or positive covenant to be created and eighthly referred to in Plan** Easement for underground electricity cable and access over existing line of cable "K".

**Schedule of Lots Affected**

**Lot burdened.**

**Lot or Authority benefited.**

Lot 3

That part of lot 2 designated on the Plan

9. **Identity of easement, profit à pendre, restriction or positive covenant to be created and ninthly referred to in Plan** Easement for electricity substation 5.5 wide "L"

**Schedule of Lots Affected**

**Lot burdened.**

**Lot or Authority benefited.**

Lot 2

Energy Australia

10. **Identity of easement, profit à pendre, restriction or positive covenant to be created and tenthly referred to in Plan** Easement for overhead electricity mains and access 30 wide and variable "D"

**Schedule of Lots Affected**

**Lot burdened.**

**Lot or Authority benefited.**

Lot 1 and lot 3

That part of lot 2 designated in the Plan

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Doc. 1

**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created or released in accordance with Section 88B of the Conveyancing Act 1919.**

**DP270249**

(Sheet 4 of 22 sheets)

11. Identity of easement, profit à pendre, restriction or positive covenant to be created and eleventhly referred to

Easement for access and maintenance  
20 wide and variable "N"

**Schedule of Lots Affected**

**Lot Burdened**

**Lot or Authority benefited**

Lot 3

That part of Lot 2 designated in the Plan

12. Identity of easement, profit à pendre, restriction or positive covenant to be created and twelfthly referred to in the plan

Right of way 5 wide "P"

**Schedule of Lots Affected**

**Lot Burdened**

**Lot or Authority benefited**

Lot 3

That part of lot 2 designated in the Plan

13. Identity of easement, profit à pendre, restriction or positive covenant to be created and thirteenthly referred to in plan

Easement for access and maintenance  
variable width "Q"

**Schedule of Lots Affected**

**Lots Burdened**

**Lot or Authority Benefited**

Lot 3

That part of lot 2 Designated in the Plan

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Doc. 1

**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 5 of 22 sheets)

**DP270249**

**Part 2**

**Definitions**

The following words and expressions in this Instrument have the following meanings:

**Air Emission** means in respect of a Lot Burdened the emission of Air Impurities from the lot.

**Air Emission Environmental Entitlements** means in respect of a Lot Burdened the permitted rate of emission and level of concentration of Air Substances in the Air Emissions from the lot.

**Air Impurity** includes smoke, dust (including fly ash), cinders, solid particles of any kind, gases, fumes, mists, odours and radioactive substances.

**Air Substances** means any one or more the following substances:

- (a) sulphur dioxide (SO<sub>2</sub>)
- (b) nitrogen dioxide (NO<sub>2</sub>)
- (c) dust in the air which is smaller than 50 microns (TSP)
- (d) dust in the air which is smaller than 10 microns (PM<sub>10</sub>), and
- (e) lead.

**Bore Hole** means any bore hole on the Lot Burdened.

**Community Association** means the corporation that:

- (a) is constituted by s25 of the Community Land Development Act 1989 on registration of the Community Plan, and
- (b) is established as a community association by s5 of the Community Land Management Act 1989.

**Community Management Statement** means the management statement registered with the Community Plan.

**Community Parcel** means the land the subject of the Community Scheme.

**Community Plan** means DP

**Community Scheme** means the community scheme constituted on registration of the Community Plan.

*D. J. J. J.*

Doc 1

**Instrument setting out terms of easements intended to be created or released and of  
benefits & burdens & restrictions on the use of land and positive covenants intended to be  
to Section 88B of the Conveyancing Act 1919.**

**DP270249**

(Sheet 6 of 22 sheets)

**Conducting Medium** includes any wire, cable, pipe, line, duct, pump, drain and other apparatus.

**Conductors** mean electrical mains, wires, poles, towers, cables and all ancillary equipment and works.

**Contamination Guidelines** means the guidelines which comprise schedule 4 of the Community Management Statement.

**Council** means the Council of the City of Newcastle.

**Cost** means any cost, claim, liability or expenses.

**Development** means in connection with a Lot Burdened:

- (a) the use of the lot
- (b) any change of use of the lot
- (b) the erection of a building on the lot
- (d) any extension or addition to an existing building on the lot
- (e) the carrying out of any work on the lot, and
- (f) the demolition of a building or work on the lot.

**Development Works** means in connection with a Lot the works associated with the Development of the lot.

**Easement for Environmental Services** means the easement for environmental services secondly referred to in the Plan.

**Environmental Entitlements Certificate** means in respect of a Lot the certificate issued for the lot containing details of the Environmental Entitlements for the lot.

**Environmental Entitlements** for a Lot is the term used to describe collectively the Air Emission Environmental Entitlements and the Noise Emission Environmental Entitlements for the lot.

**Environmental Envelope** is the term used to describe the aggregation of the environmental standards, requirements and objectives prescribed for the Community Parcel and detailed in sections 8 and 9 of the SIAS (as those sections may be amended from time to time).

**Equipment** includes any machinery or equipment and in the case of the easement for drainage firstly referred to in the plan and includes the water quality ponds, channels and ditches.

*Angie JK*

Doc. 1

**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 7 of 22 sheets)

**Industrial Emission** means collectively Air Emissions and Noise Emissions.

**Industrial Service** means any service associated with the industry being conducted on a lot which has the benefit of the Easement for Environmental Services.

**Instrument** means this section 88B Instrument.

**LEP** means the Newcastle Local Environmental Plan 1987 (Amendment No 105) as may be amended or replaced from time to time.

**Lot** means either a Lot Burdened or Lot Benefited.

**Lot Benefited** means the land which has the benefit of the relevant easement, restriction or covenant.

**Lot Burdened** means the land which has the burden of the relevant easement, restriction or covenant and includes all improvements, structures, Equipment and Conducting Media on it.

**Noise Emission** means in respect of a Lot the emission of noise from the lot.

**Noise Emission Environmental Entitlements** means in respect of a Lot the permitted level of Noise Emission from the lot.

**Plan** means the plan to which this Instrument relates.

**Service** includes water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, television, radio impulses, radio signals and includes an Industrial Service.

**SIAS** means the Strategic Impact Assessment Study referred to in clause 26F(2) of the LEP or any study which may replace that study, and includes any amendments or variations to that study.

**Substation Easement Site** means the site on the easement ninthly referred to in the Plan.

**Underground Conductors** means underground electricity transmission conductors, wires and cables and all ancillary equipment and works (excluding substations).

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**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 8 of 22 sheets)

**1. Terms of easement for drainage of water variable width "A" firstly referred to in the Plan**

(a) The Council may:

- (1) drain water from any natural source through the Lot Burdened, and
- (2) do anything reasonably necessary for that purpose, including:
  - (A) entering the Lot Burdened with or without vehicles
  - (B) taking anything on to the Lot Burdened
  - (C) using any Equipment and Conducting Medium on the Lot Burdened, and
  - (D) carrying out work such as constructing, placing, repairing and maintaining any Equipment and any Conducting Medium.

(b) In exercising those powers, the Council must:

- (1) ensure all work is done properly
- (2) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened
- (3) cause as little damage as is practicable to the Lot Burdened
- (4) restore the Lot Burdened as nearly as is practicable to its former condition, and
- (5) make good any collateral damage.

(c) The rights given to the Council do not release the owner of the Lot Burdened of its responsibility for the maintenance and repair of the Equipment and the Conducting Media on the Lot Burdened.

(d) The Council may only do a thing under this easement within the site of the easement.

**2. Terms of easement for environmental services 5 wide "B" secondly referred to in the Plan**

(a) The owner of the Lot Benefited has the unrestricted right:

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**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 9 of 22 sheets)

- (1) to the free and uninterrupted storage and passage of a Service through each Lot Burdened, and
- (2) to do anything reasonably necessary for that purpose, including:
  - (A) entering the Lot Burdened with or without vehicles
  - (B) taking anything on to the Lot Burdened
  - (C) using any Equipment and any Conducting Medium on the Lot Burdened, and
  - (D) carrying out work including constructing, placing, repairing and maintaining any Equipment and any Conducting Medium.
- (b) In exercising those powers, the owner of the Lot Benefited must:
  - (1) ensure all work is done promptly and properly
  - (2) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened
  - (3) cause as little damage as is practicable to the Lot Burdened
  - (4) promptly restore the Lot Burdened as nearly as is practicable to its former condition, and
  - (5) promptly make good any collateral damage.
- (c) The Conducting Medium in a Lot Burdened must be maintained in good order and repair-
  - (1) (if the Conducting Medium is used exclusively by the owner of the Lot Benefited) by the owner, and
  - (2) (if the Conducting Medium is used by owners of more than one Lot Benefited) by those owners jointly and severally in proportion to their respective use of the Conducting Medium.
- (d) Where a Conducting Medium is not maintained in good order and repair, the owner of a Lot Benefited may carry out work to place the Conducting Medium in good order and repair and may -
  - (1) do anything reasonably necessary for that purpose, including -
    - (A) entering into the Lot Burdened with or without vehicles

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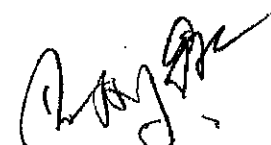
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**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 10 of 22 sheets)

- (B) taking anything on to the Lot Burdened
  - (C) using any Equipment and Conducting Medium on the Lot
  - (D) carrying out work including constructing, placing, repairing and maintaining any Equipment and Conducting Medium, and
- (2) recovering the costs of doing so from the owner of each other Lot Benefited in proportion to their respective use of the Conducting Medium.
- (e) Where a Conducting Medium is not maintained in good order and repair, the owner of a Lot Burdened may carry out work to place the Conducting Medium in good order and repair and may –
- (1) do anything reasonably necessary for that purpose, including carrying out work including constructing, placing, repairing and maintaining any Equipment and Conducting Medium, and
  - (2) (without prejudice to its rights for any breach of (c)) recover the costs of doing so from the owner of each Lot Benefited in proportion to their respective use of the Conducting Medium.
- (f) The owner of the Lot Benefited may only do a thing under this easement within the site of the easement.
- 3. Terms of easement of right of carriageway 10 wide "C" thirdly referred to in the Plan**
- (a) The owner of the Lot Benefited may:
- (1) by any reasonable means pass across the Lot Burdened to get to and from the Lot Benefited, and
  - (2) do anything reasonably necessary for that purpose, including:
    - (A) entering the Lot Burdened with or without vehicles
    - (B) taking anything on to the Lot Burdened, and
    - (C) carrying out work within the site of the easement, such as constructing, placing, replacing, repairing or maintaining trafficable surfaces, driveways and structures.
- (b) In exercising those powers, the owner of the Lot Benefited must:
- (1) ensure all work is done promptly and properly

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**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 11 of 22 sheets)

- (2) cause as little inconvenience as is practicable to the owner and occupiers of the Lot Burdened
  - (3) cause as little damage as is practicable to the Lot Burdened
  - (4) restore the Lot Burdened as nearly as is practicable to its former condition; and
  - (5) make good any collateral damage.
- (c) The owner of the Lot Benefited may only do a thing under this easement within the site of the easement.

**4. Terms of restriction on the use of land fourthly referred to in the Plan**

In respect of a Lot Burdened, the owner of the Lot Burdened –

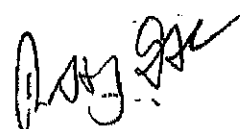
- (a) must not use or occupy any part of the Lot Burdened for any purpose or carry out any activity on any part of the Lot Burdened which is inconsistent with the uses permitted or permissible by the LEP, and
- (b) must not permit or suffer any use or occupation or activity contemplated by paragraph (a).

**5. Terms of restriction on the use of land fifthly referred to in the Plan**

In respect of a Lot Burdened, the owner of the Lot Burdened –

- (a) must not carry out any Development –
  - (1) which does not comply with the Contamination Guidelines
  - (2) which may result in a breach or contravention of the Contamination Guidelines, or
  - (3) which when used or occupied would breach or contravene the Contamination Guidelines
- (b) must not continue any activity or Development which has been carried out in contravention of the Contamination Guidelines or which does not comply with the Contamination Guidelines
- (c) must not permit any Development which has been carried out in contravention of the Contamination Guidelines or which do not comply with the Contamination Guidelines to remain on the Lot Burdened

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**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 12 of 22 sheets)

- (d) must not use or occupy any Development which has been carried out in contravention of the Contamination Guidelines or which does not comply with the Contamination Guidelines, and
- (e) must not permit or suffer to be done anything contemplated by paragraphs (a), (b),(c) and (d).

**6. Terms of restriction on the use of land sixthly referred to in the Plan**

In respect of a Lot Burdened, the owner of the Lot Burdened -

- (a) must not carry out any development which would or would be likely to result in Industrial Emission from the Lot Burdened which exceed those permitted by the Environmental Entitlements Certificate for the Lot Burdened
- (b) must not permit any Development which has Industrial Emission which exceed those permitted by the Environmental Entitlements Certificate for the Lot Burdened to remain on the Lot Burdened
- (c) must not carry out any activity on or to the Lot Burdened in such a manner that the Industrial Emissions from the Lot Burdened exceed those permitted by the Environmental Entitlements Certificate for the Lot Burdened
- (d) must not use or occupy any Development which has Industrial Emissions which exceed those permitted by the Environmental Entitlements Certificate for the Lot Burdened, and
- (e) must not permit or suffer to be done anything contemplated by paragraphs (a), (b), (c) and (d).

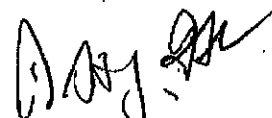
**7. Terms of positive covenant seventhly referred to in the Plan**

- (a) The Community Association must ensure there is contained in the Community Parcel appropriate water quality ponds and associated machinery and equipment for treating the groundwater from the public road system in the Community Parcel so that the treated water meets the requirements of the stormwater and groundwater quality standards required from time to time by the Environmental Envelope.
- (b) The Community Association must ensure maintenance arrangements are in place for the regular maintenance and repair of those ponds, machinery and equipment.

**8. Terms of easement for underground electricity cables and access over existing line of cables eighthly referred to in the Plan.**

- (a) The owner of the Lot Benefited has the unrestricted right -

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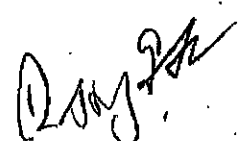
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**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 13 of 22 sheets)

- (1) to transmit electricity through the Underground Conductors in each Lot Burdened, and
- (2) the right to do anything reasonably necessary for that purpose, including:
  - (A) entering the Lot Burdened with or without vehicles
  - (B) taking anything on to the Lot Burdened
  - (C) carrying out work such as constructing, placing, repairing and maintaining any conductor, and
  - (D) cutting, trimming or lopping trees, branches and other growth or foliage which in the opinion of the owner of the Lot Benefited may be likely to interfere with the rights of the owner of the Lot Benefited.
- (b) In exercising those powers, the owner of the Lot Benefited must -
  - (1) ensure all work is done promptly and properly
  - (2) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened
  - (3) cause as little damage as is practicable to the Lot Burdened
  - (4) promptly restore the Lot Burdened as nearly as is practicable to its former condition, and
  - (5) promptly make good any collateral damage.
- (c) The Underground Conductors must be maintained in good order and repaired by the owner of the Lot Benefited at its own expense.
- (d) The owner of the Lot Benefited may only do a thing under this easement within the site of the easement.
- (e) The owner of the Lot Benefited must:
  - (1) not do or permit anything to be done which may damage the Underground Conductors
  - (2) not do or permit anything to be done which would or would have the effect of altering the existing ground levels within the site of the easement, and
  - (3) not do or permit anything to be done above or below the site of the easement.

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**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 14 of 22 sheets)

- 9. Terms of easement for electricity substation 5.5 wide ninthly referred to in the Plan**
- (a) Full right leave liberty and licence for Energy Australia its agent servants and workmen over the Substation Easement Site to -
- (1) erect construct and place repair renew inspect maintain and remove electricity substation premises
  - (2) lay down erect construct and place repair renew inspect maintain and remove underground electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto under and over the Substation Easement Site
  - (3) the free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the easement and the said electricity substation and electric mains when constructed.
- (b) TOGETHER WITH power for Energy Australia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the Lot Burdened for the purposes of access to the Substation Easement Site and to make to the Substation Easement Site all necessary excavations for cables or other apparatus.
- (c) AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grown in or on the easement.
- (d) PROVIDED THAT Energy Australia shall nor permit or suffer any person other than its officers servants and workmen aforesaid or any other person authorised by them or any of them to enter in or upon the easement.
- (e) AND PROVIDED FURTHER that except where Energy Australia in the occurs of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the easement Energy Australia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the easement.
- (f) AND the registered proprietor of the lot burdened covenants with Energy Australia that it will not do or knowingly suffer to be done any act or thing which may injury or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under and over the easement AND that if any such damage or injury be done or interference be made the said registered proprietor of the lot burdened will forthwith pay the cost to Energy Australia of properly and substantially repairing and making good.

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**Instrument setting out terms of easements intended to be created or released and of  
on the use of land and positive covenants intended to be  
Section 88B of the Conveyancing Act 1919.**

**DP270249**

(Sheet 15 of 22 sheets)

all such injury or damage and restoring the free flow or electric current as aforesaid.

- (g) AND Energy Australia hereby covenants with the registered proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission or electric current or of the rights hereby created by any person or persons employed by or acting or claiming under Energy Australia and that Energy Australia will at its own cost and charge pay for all damage and injury arising to the registered proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.
- (h) AND FURTHER the registered proprietor of the lot burdened covenants with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing levels of the easement nor will it without the like consent erect or permit to be erected any structure on above or below the Substation Easement Site.

**10. Terms of easement for overhead electricity mains and access 30 wide and variable tenthly referred to in the Plan**

- (a) The owner of the Lot Benefited has the unrestricted right -
  - (1) to transmit electricity through each Lot Burdened, and
  - (2) the right to do anything reasonably necessary for that purpose, including:
    - (A) entering the Lot Burdened with or without vehicles.
    - (B) taking anything on to the Lot Burdened
    - (C) carrying out work such as constructing, placing, repairing and maintaining any Conductors, and
    - (D) cutting, trimming or lopping trees, branches and other growth or foliage which in the opinion of the owner of the Lot Benefited may be likely to interfere with the rights of the owner of the Lot Benefited.
- (b) In exercising those powers, the owner of the Lot Benefited must -
  - (1) ensure all work is done promptly and properly
  - (2) cause as little damage as is practicable to Lot Burdened
  - (3) promptly restore the Lot Burdened as nearly as is practicable to its former condition, and

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**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

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- (4) promptly make good any collateral damage.
- (c) The owner of the Lot Benefited may only do a thing under this easement within the site of the easement.
- (d) The owner of the Lot Benefited must -
  - (1) not do or permit anything to be done which may damage the Conductors, and
  - (2) not erect or permit to be erected anything above or below the site of the easement.

**11. Terms of easement for access and maintenance 20 wide and variable eleventhly referred to in the Plan**

- (a) The owner of the Lot Benefited has the following unrestricted rights-
  - (1) the following rights in connection with the Bore Holes on the Lot Burdened-
    - (A) unrestricted access to the Bore Holes
    - (B) the right to take readings from any Bore Hole
    - (C) the right to relocate any Bore Hole
    - (D) the right to create new Bore Holes
    - (E) the right to remove any Bore Hole
    - (F) the right to convert any Bore Hole for the purpose of pumping water from the Bore Hole
    - (G) the right to pump water out of the Community Parcel through any Bore Hole
    - (H) the right to transport water from any Bore Hole to any part of the Community Parcel, and
    - (I) the right to erect a treatment facility for the purposes of treating water pumped from any Bore Hole
  - (2) the right to install any Equipment or Conducting Medium in connection with the Bore Holes or in connection with transporting water from the Bore Holes to any part of the Community Parcel

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**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

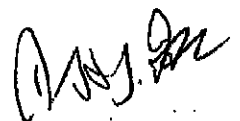
(Sheet 17 of 22 sheets)

- (3) the right to do anything reasonably necessary for the above purposes, including:
- (A) entering the Lot Burdened with or without vehicles
  - (B) taking anything on to the Lot Burdened
  - (C) carrying out work such as constructing, placing, repairing and maintaining any Bore Holes, any piece of Equipment or any Conducting Medium, and
  - (D) cutting, trimming or lopping trees, branches and other growth or foliage which in the opinion of the owner of the Lot Benefited may be likely to interfere with the rights of the owner of the Lot Benefited.
- (b) In exercising those powers, the owner of the Lot Benefited must -
- (1) ensure all work is done promptly and properly
  - (2) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened
  - (3) cause as little damage as is practicable to the Lot Burdened
  - (4) promptly restore the Lot Burdened as nearly as is practicable to its former condition, and
  - (5) promptly make good any collateral damage.
- (c) The owner of the Lot Benefited may only do a thing under this easement within the site of the easement.
- (d) The owner of the Lot Benefited must -
- (1) not do or permit anything to be done which may damage the Bore Holes
  - (2) not do or permit anything to be done which would or which would have the effect of altering the existing ground levels within the site of the easement, and
  - (3) not erect or permit to be erected anything above or below the site of the easement.

**12. Terms of easement right of way 5 wide "P" twelfthly referred to in the Plan**

- (a) The owner of the Lot Benefited may -

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**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

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- (1) by any reasonable means pass and re-pass over the Lot Burdened, and
- (2) do anything reasonably necessary for that purpose, including -
  - (A) entering the Lot Burdened
  - (B) taking anything on to the Lot Burdened, and
  - (C) carrying out work within the site of the easement, such as constructing, placing, replacing, repairing or maintaining trafficable surfaces, driveways and structures.
- (b) In exercising those powers, the owner of the Lot Benefited must -
  - (1) ensure all work is done promptly and properly
  - (2) cause as little inconvenience as is practicable to the owner and occupiers of the Lot Burdened
  - (3) cause as little damage as is practicable to the Lot Burdened
  - (4) restore the Lot Burdened as nearly as is practicable to its former condition, and
  - (5) make good any collateral damage.
- (c) The owner of the Lot Benefited may only do a thing under this easement within the site of the easement.

**13. Terms of easement for access and maintenance variable width "Q" thirteenthly referred to in the Plan**

- (a) The owner of the Lot Benefited has the following unrestricted rights-
  - (1) the following rights in connection with the Bore Holes on the Lot Burdened-
    - (A) unrestricted access to the Bore Holes
    - (B) the right to take readings from any Bore Hole
    - (C) the right to relocate any Bore Hole
    - (D) the right to create new Bore Holes, and
    - (E) the right to remove any Bore Hole.

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**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

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- (2) the right to install any Equipment or Conducting Medium in connection with the Bore Holes or in connection with transporting water from any Bore Hole to any part of the Community Parcel
- (3) the right to do anything reasonably necessary for the above purposes, including -
  - (A) entering the Lot Burdened with or without vehicles
  - (B) taking anything on to the Lot Burdened
  - (C) carrying out work such as constructing, placing, repairing, maintaining or removing any Bore Hole, any piece of Equipment and any Conducting Medium, and
  - (D) cutting, trimming or lopping trees, branches and other growth or foliage which in the opinion of the owner of the Lot Benefited may be likely to interfere with the rights of the owner of the Lot Benefited.
- (b) In exercising those powers, the owner of the Lot Benefited must -
  - (1) ensure all work is done promptly and properly
  - (2) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened
  - (3) cause as little damage as is practicable to the Lot Burdened
  - (4) promptly restore the Lot Burdened as nearly as is practicable to its former condition, and
  - (5) promptly make good any collateral damage.
- (c) The owner of the Lot Benefited may only do a thing under this easement within the site of the easement.
- (d) The owner of the Lot Benefited must:
  - (1) not do or permit anything to be done which may damage the Bore Holes
  - (2) not do or permit anything to be done which would or which would have the effect of altering the existing ground levels within the site of the easement, and
  - (3) not erect or permit to be erected anything above or below the site of the easement.

DP270249

*Andy*



Doc. 1

**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 20 of 22 sheets)

**Parties entitled to release, vary, modify or extinguish the easements, restrictions and covenants created by this Instrument.**

<b>Easement, Restriction or Covenant</b>	<b>Party entitled to release the easement, restriction or covenant</b>
1. The easement firstly referred to in the Plan	The Council
2. The easement secondly referred to in the Plan	In respect of each lot which has the benefit of the easement, the registered proprietor for the time being of that lot
3. The easement thirdly referred to in the Plan	The registered proprietor for the time being of the lot which has the benefit of the easement and the Council
4. The restriction on the use of land fourthly referred to in the Plan	In respect of the lot which has the benefit of the restriction, the registered proprietor for the time being of that lot
5. The restriction on the use of land fifthly referred to in the Plan	In respect of the lot which has the benefit of the restriction, the registered proprietor for the time being of that lot
6. The restriction on the use of land sixthly referred to in the Plan	In respect of the lot which has the benefit of the restriction, the registered proprietor for the time being of that lot
7. The positive covenant seventhly referred to in the Plan	The Council
8. The easement eighthly referred to in the Plan	In respect of each lot which has the benefit of the easement, the registered proprietor for the time being of that lot
9. The easement ninthly referred to in the Plan	Energy Australia
10. The easement tenthly referred to in the Plan	In respect of the lot which has the benefit of the easement, the registered proprietor for the time being of that lot

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Doc 1

**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 21 of 22 sheets)

11. The easement eleventhly referred to in the Plan	In respect of the lot which has the benefit of the easement, the registered proprietor for the time being of that lot
12. The easement twelfthly referred to in the Plan	In respect of the lot which has the benefit of the easement, the registered proprietor for the time being of that lot
13. The easement thirteenthly referred to in the Plan	In respect of the lot which has the benefit of the easement, the registered proprietor for the time being of that lot

DP270249

*AMJ*

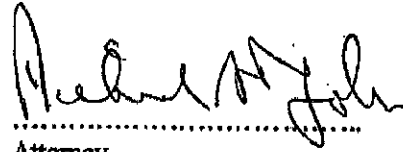
Doc. 1

**Instrument setting out terms of easements intended to be created or released and of profits à pendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 22 of 22 sheets)

**EXECUTION** 21 February 2001


Executed by **BHP LIMITED**  
by its duly constituted attorney pursuant to  
Power of Attorney dated 8 December 1999  
and registered Book 4260 No. 916

  
.....  
Attorney

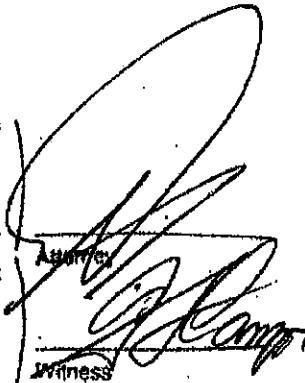
  
.....  
Witness

Signed by an Authorised Officer of  
the Council of the City of Newcastle  
in the presence of:

  
.....  
Authorised Officer

  
.....  
Witness

Executed by Energy Australia  
**SIGNED SEALED AND DELIVERED**  
for and on behalf of Energy Australia  
**GRANT KENNETH  
by GREENE - SMITH**  
its duly constituted Attorney pursuant  
to Power of Attorney registered  
Book 4290 No. 806

  
.....  
Attorney  
Witness

**REGISTERED**  23-2-2001

**DP270249**

Doc-2

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 1 of 9 sheets)

**DP270249**

Plan of subdivision of Lot 3 in DP 270249  
covered by Subdivision Certificate No. 7214

**Full name and address of the owner of the land:** BHP Limited  
ACN 004 028 077  
Selwyn Street  
Mayfield NSW 2304

**Part 1**

1. **Identity of easement, profit à prendre, restriction or positive covenant to be created and firstly referred to in Plan:** Easement for sewage pumping station 25 wide and variable

**Schedule of Lots Affected**

**Lot burdened.**

**Lot or Authority benefited.**

Lot 17

Hunter Water Corporation

2. **Identity of easement, profit à prendre, restriction or positive covenant to be created and secondly referred to in Plan:** Easement for sewer main 3 wide

**Schedule of Lots Affected**

**Lot burdened.**

**Lot or Authority benefited.**

Lot 17

Hunter Water Corporation

3. **Identity of easement, profit à prendre, restriction or positive covenant to be created and thirdly referred to in Plan:** Easement for Environmental Services 5 wide

**Schedule of Lots Affected**

**Lot burdened.**

**Lot or Authority benefited.**

Each lot except lot 17

Every other lot  
and lot 2 DP 270249

*A. J. J. : [Signature]*

Doc 2

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 2 of 9 sheets)

4. **Identity of easement, profit à prendre, restriction or positive covenant to be created and fourthly referred to in Plan:** Easement for drainage of water 2 wide.

<b>Lot burdened.</b>	<b>Schedule of Lots Affected</b>	<b>Lot or Authority benefited.</b>
5		6, 7
6		7
13		16
14		15, 16
15		16

5. **Identity of easement, profit à prendre, restriction or positive covenant to be created and fifthly referred to in Plan:** Easement for water main 3 wide

<b>Lot burdened.</b>	<b>Schedule of Lots Affected</b>	<b>Lot or Authority benefited.</b>
17		Hunter Water Corporation

DP270249

*Q.A.J.* *Reg*

Doc. 2

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 3 of 9 sheets)

**DP270249**

**Part 2**

**Definitions**

The following words and expressions in this Instrument have the following meanings:

**Conducting Medium** includes any wire, cable, pipe, line, duct, pump, drain and other apparatus.

**Corporation** means the Hunter Water Corporation.

**Easement for Environmental Services** means the easement for environmental services thirdly referred to in the Plan.

**Equipment** includes any machinery or equipment.

**Industrial Service** means any services associated with the industry being conducted on a lot which has the benefit of the Easement for Environmental Services.

**Instrument** means this section 88B Instrument.

**Lot Benefited** means the land which has the benefit of the relevant easement, restriction or covenant.

**Lot Burdened** means the land which has the burden of the relevant easement, restriction or covenant and includes all instruments, structures, Equipment and Conduct Media on it.

**Plan** means the plan to which this Instrument relates.

**Service** includes water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, television, radio impulses, radio signals and includes an Industrial Service.

*Handwritten signatures*

Doc. 2

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 4 of 9 sheets)

**DP270249**

- 1. Terms of easement for sewage pumping station 25 wide and variable firstly referred to in the Plan:**
  - (a) FULL AND FREE right title liberty and licence for the Corporation its successors and assigns to construct lay maintain repair renew cleanse inspect replace and divert or alter the position of a sewage pumping station sewer mains or pipelines for the conveyance of sewage and water cables or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances in or under the surface of the Lot Burdened and to carry and convey sewage through the sewage pumping station and for those purposes or any of them by its officers servants and or contractors with or without motor vehicles plant and machinery to enter upon and break open the surface of the Lot Burdened and to deposit soil temporarily on the Lot Burdened but subject to a liability to replace the soil and to restore the surface of the Lot Burdened in a proper and workmanlike manner as soon as the operations are completed.
  - (b) The Corporation may only do a thing under this easement within the site of the easement.
  
- 2. Terms of easement for sewer main 3 wide secondly referred to in the Plan**
  - (a) FULL AND FREE right title liberty and licence for the Corporation its successors and assigns to construct lay maintain repair renew cleanse inspect and divert or alter the position of sewer mains or pipelines with apparatus and appurtenances in or under the surface of the Lot Burdened and to carry and convey sewage, water, or soil through such sewer mains or pipelines and for those purposes or any of them by its officers servants and or contractors with or without motor vehicles plant and machinery to enter upon and break open the surface of the Lot Burdened and to deposit soil temporarily on the Lot Burdened but subject to a liability to replace the soil and to restore the surface of the Lot Burdened in a proper and workmanlike manner as soon as the operations are completed.
  - (b) No buildings shall be erected no excavation or filling shall be carried out nor any structures fences or improvements of any kind shall be placed over or under the Lot Burdened except with the prior consent in writing of the Corporation and except in compliance which the Corporation may specify in such consent
  - (c) The Corporation may only do a thing under this easement within the site of the easement.

*AMJ* *WJ*

Doc 2

**Instrument setting out terms of easements intended to be created or released and of  
profits à prendre, regulations on the use of land and positive covenants intended to be  
section 88B of the Conveyancing Act 1919.**

**DP270249**

(Sheet 5 of 9 sheets)

**3. Terms of easement for environmental services 5 wide thirdly referred to in  
the Plan**

- (a) The owner of the Lot Benefited has the unrestricted right -
- (1) to the free and uninterrupted storage and passage of a Service through each Lot Burdened, and
  - (2) to do anything reasonably necessary for that purpose, including:
    - (A) entering the Lot Burdened with or without vehicles
    - (B) taking anything on to the Lot Burdened
    - (C) using any Equipment and any Conducting Medium on the Lot Burdened, and
    - (D) carrying out work including constructing, placing, repairing and maintaining any Equipment and any Conducting Medium.
- (b) In exercising those powers, the owner of the Lot Benefited must -
- (1) ensure all work is done promptly and properly
  - (2) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened
  - (3) cause as little damage as is practicable to the Lot Burdened
  - (4) promptly restore the Lot Burdened as nearly as is practicable to its former condition, and
  - (5) promptly make good any collateral damage.
- (c) The Conducting Medium in a Lot Burdened must be maintained in good order and repair-
- (1) (if the Conducting Medium is used exclusively by the owner of the Lot Benefited) by that owner, and
  - (2) (if the Conducting Medium is used by owners of more than one Lot Benefited) by those owners jointly and severally in proportion to their respective use of the Conducting Medium.
- (d) Where a Conducting Medium is not maintained in good order and repair, the owner of a Lot Benefited may carry out work to place the Conducting Medium in good order and repair and may -

AMJ. by



DOC 2

**Instrument setting out terms of easements intended to be created or released and of  
restrictions on the use of land and positive covenants intended to be  
attached to Section 88B of the Conveyancing Act 1919.**

**DP270249**

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- (1) do anything reasonably necessary for that purpose, including -
    - (A) entering into the Lot Burdened with or without vehicles
    - (B) taking anything on to the Lot Burdened
    - (C) using any Equipment and Conducting Medium on the Lot
    - (D) carrying out work including constructing, placing, repairing and maintaining any Equipment and Conducting Medium, and
  - (2) recovering the costs of doing so from the owner of each Lot Benefited in proportion to their respective use of the Conducting Medium.
  - (e) Where a Conducting Medium is not maintained in good order and repair, the owner of a Lot Burdened may carry out work to place the Conducting Medium in good order and repair and may -
    - (1) do anything reasonably necessary for that purpose, including carrying out work including constructing, placing, repairing and maintaining any Equipment and Conducting Medium, and
    - (2) (without prejudice to its rights for any breach of (c)) recover the costs of doing so from the owner of each Lot Benefited in proportion to their respective use of the Conducting Medium.
  - (f) The owner of the Lot Benefited may only do a thing under this easement within the site of the easement.
- 4. Terms of easement for drainage of water 2 wide fourthly referred to in the Plan**
- (a) The owner of the Lot Benefited may-
    - (1) drain water from any natural source through the Lot Burdened, and
    - (2) do anything reasonably necessary for that purpose, including -
      - (A) entering the Lot Burdened with or without vehicles
      - (B) taking anything on to the Lot Burdened
      - (C) using any Equipment and Conducting Medium on the Lot Burdened, and
      - (D) carrying out work including constructing, placing, repairing and maintaining any Equipment and Conducting Medium.

AMJ. [Signature]

Doc. 2

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 7 of 9 sheets)

**DP270249**

- (b) In exercising those powers, the owner of the Lot Benefited-
- (1) ensure all work is done promptly and properly
  - (2) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened
  - (3) cause as little damage as is practicable to the Lot Burdened
  - (4) restore the Lot Burdened as nearly as is practicable to its former condition, and
  - (5) make good any collateral damage.
- (c) The owner of the Lot Benefited may only do a thing under this easement within the site of the easement.

**5. Terms of easement for water main 3 wide fifthly referred to in the plan**

- (a) FULL AND FREE right, title, liberty and licence for the Corporation, its successors and assigns to construct, lay, maintain, repair, renew, cleanse, inspect, replace and divert or alter the position of water mains or pipelines with apparatus and appurtenances thereof in or under the Lot Burdened and to carry and convey water through the said water mains or pipelines and for the purposes aforesaid or any of them by its officers, servants, and or contractors with or without motor vehicles, plant and machinery to enter upon and break open the surface of the Lot Burdened and to deposit soil temporarily on the Lot Burdened but subject to a liability to replace the soil and restore the surface of the Lot Burdened in a proper and workmanlike manner as soon as the operations are completed.
- (b) AND IT IS HEREBY DECLARED that no building shall be erected nor any structures fences, or improvements of any kind shall be placed over or under part of the lot burdened as is affected by the easement for water main 3 wide delineated in the above plan, except with the prior written consent of the Corporation and except in compliance with any conditions which the Corporation may specify in such consent.

*A. J. J. J. J. J.*

Doc. 2

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

**DP270249**

(Sheet 8 of 9 sheets)

**Parties entitled to release, vary, modify or extinguish the easements, restrictions and covenants created by this Instrument.**

<b>Easement, Restriction or Covenant</b>	<b>Party entitled to release the easement, restriction or covenant</b>
1. The easement firstly referred to in the Plan	Hunter Water Corporation
2. The easement secondly referred to in the Plan	Hunter Water Corporation
3. The easement thirdly referred to in the Plan	In respect of each lot which has the benefit of the easement, the registered proprietor for the time being of that lot
4. The easement fourthly referred to in the Plan	In respect of each lot which has the benefit of the easement, the registered proprietor for the time being of that lot and the Council of the City of Newcastle
5. The easement fifthly referred to in the Plan	Hunter Water Corporation

*DP270249*

Doc. 2

Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

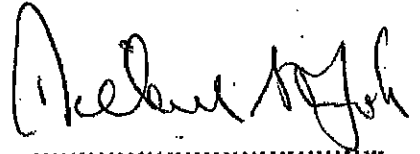
(Sheet 9 of 9 sheets)

DP270249

EXECUTION

21 February 2001

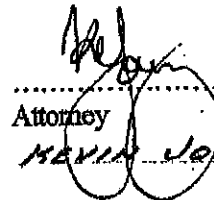
Executed by **BHP LIMITED**  
by its duly constituted attorney pursuant  
to a Power of Attorney dated 8 December  
1999 and registered Book 4260 No. 916




Attorney

  
.....  
Witness

Executed by **HUNTER WATER CORPORATION** by its attorney pursuant to Power of Attorney Book 4265 No 733

  
.....  
Attorney  
**KEVIN JOHN YOUNG**

  
.....  
Witness  
**RONALD BROOKS**

**REGISTERED**  **27.2.2001**

Doc: 3

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 1 of 6 sheets)

**DP270249**

Plan of subdivision of Lot 17 in DP 270249 covered by Subdivision Certificate No. 7215

**Full name and address of the owner of the land:** BHP Limited  
ACN 004 028 077  
Selwyn Street  
Mayfield NSW 2304

**Part 1**

1. **Identity of easement, profit à prendre, restriction or positive covenant to be created and firstly referred to in Plan:** Easement for environmental services 5 wide.

**Schedule of Lots Affected**

<b>Lot burdened.</b>	<b>Lot or Authority benefited.</b>
Each lot except lot 23	Every other lot, lot 2 DP 270249 and lots 4 - 16 (inclusive) DP 270249

Q2 MF

DOCUMENT 3

Doc. 3

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 2 of 6 sheets)

**DP270249**

**Part 2**

**Definitions**

The following words and expressions in this Instrument have the following meanings:

**Conducting Medium** includes any wire, cable, pipe, line, duct, pump, drain and other apparatus.

**Easement for Environmental Services** means the easement for environmental services referred to in the Plan.

**Equipment** includes any machinery or equipment.

**Industrial Service** means any service associated with the industry being conducted on the lot which has the benefit of the Easement for Environmental Services.

**Instrument** means this section 88B Instrument.

**Lot Benefited** means the land which has the benefit of the relevant easement, restriction or covenant.

**Lot Burdened** means the land which has the burden of the relevant easement, restriction or covenant and includes all instruments, structures, Equipment and Conduct Media on it.

**Plan** means the plan to which this Instrument relates.

**Service** means a water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, television, radio impulses, radio signal, and includes an Industrial Service.

Amg

Doc-7

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 3 of 6 sheets)

**DP270249**

**1. Terms of easement for environmental services 5 wide firstly referred to in the Plan**

- (a) The owner of the Lot Benefited has the unrestricted right -
- (1) to the free and uninterrupted storage and passage of a Service through each Lot Burdened, and
  - (2) to do anything reasonably necessary for that purpose, including:
    - (A) entering the Lot Burdened with or without vehicles
    - (B) taking anything on to the Lot Burdened
    - (C) using any Equipment and any Conducting Medium on the Lot Burdened, and
    - (D) carrying out work including constructing, placing, repairing and maintaining any Equipment and any Conducting Medium.
- (b) In exercising those powers, the owner of the Lot Benefited must: -
- (1) ensure all work is done promptly and properly
  - (2) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened
  - (3) cause as little damage as is practicable to the Lot Burdened
  - (4) promptly restore the Lot Burdened as nearly as is practicable to its former condition, and
  - (5) promptly make good any collateral damage.
- (c) The Conducting Medium in a Lot Burdened must be maintained in good order and repair-
- (1) (if the Conducting Medium is used exclusively by the owner of the Lot Benefited) by that owner, and
  - (2) (if the Conducting Medium is used by owners of more than one Lot Benefited) by those owners jointly and severally in proportion to their respective use of the Conducting Medium.

AMJ.

Doc. 3

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 4 of 6 sheets)

**DP270249**

- (d) Where a Conducting Medium is not maintained in good order and repair, the owner of a Lot Benefited may carry out work to place the Conducting Medium in good order and repair and may –
- (1) do anything reasonably necessary for that purpose, including –
    - (A) entering into the Lot Burdened with or without vehicles
    - (B) taking anything on to the Lot Burdened
    - (C) using any Equipment and Conducting Medium on the Lot
    - (D) carrying out work including constructing, placing, repairing and maintaining any Equipment and Conducting Medium, and
  - (2) recovering the costs of doing so from the owner of each other Lot Benefited in proportion to their respective use of the Conducting Medium.
- (e) Where a Conducting Medium is not maintained in good order and repair, the owner of a Lot Burdened may carry out work to place the Conducting Medium in good order and repair may –
- (1) do anything reasonably necessary for that purpose, including carrying out work including constructing, placing, repairing and maintaining any Equipment and Conducting Medium, and
  - (2) (without prejudice to its rights for any breach of (c)) recover the costs of doing so from the owner of each Lot Benefited in proportion to their respective use of the Conducting Medium.
- (f) The owner of the Lot Benefited may only do a thing under this easement within the site of the easement.

A. J.



Doc 3

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 5 of 6 sheets)

**DP270249**

**Parties entitled to release, vary, modify or extinguish the easements, restrictions and covenants created by this Instrument.**

<b>Easement, Restriction or Covenant</b>	<b>Party entitled to release the easement, restriction or covenant</b>
1. The easement firstly referred to in the Plan	In respect of each lot which has the benefit of the easement, the registered proprietor for the time being of that lot

DAJ

Doc. 3

Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

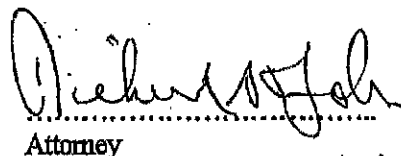
DP270249


(Sheet 6 of 6 sheets)

EXECUTION

21 February 2001

Executed by **BHP LIMITED**  
by its duly constituted attorney to a Power of  
Attorney dated 8 December 1999 and  
registered Book 4260 No 916

  
.....  
Attorney

  
.....  
Witness

REGISTERED  TW 26.2.2001

DOCUMENT 4  
D

DOCUMENT 4

profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 1 of 8 Sheets)

DP270249

Plan of subdivision of Lots 2 and 23 in  
Community Plan DP 270249 covered by  
Subdivision Certificate No. 7297

Full name and address of the owner of  
the land:

BHP Billiton Limited (formerly The Broken  
Hill Proprietary Company Ltd)  
Selwyn Street  
Mayfield NSW 2304

Steel River Pty Limited (ACN 093 363 163)  
Hunter Street  
Newcastle NSW 2300

**PART 1 - Creation**

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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 for Environmental Services 5 wide "H"	Lot 25	Lots 4 to 16 inclusive and 18 to 22 inclusive in DP 270249
2	Restriction on the use of land	Lots 25 and 26	Lot 24
3	Restriction on the use of land	Lots 25 and 26	Lot 24
4	Restriction on the use of land	Lots 25 and 26	Lot 24

**Part 2 - Terms**

**Definitions**

The following words and expressions in this Instrument have the following meanings:

**Air Emission** means in respect of the Lot Burdened the emission of Air Impurities from lot.

**Air Emission Environmental Entitlements** means in respect of a Lot Burdened the permitted rate of emission and level of concentration of Air Substances in the Air Emissions from the lot.

**Air Impurity** includes smoke, dust (including fly ash), cinders, solid particles of any kind, gases, fumes, mists, odours and radio active substances.

**Air Substances** means any one or more the following substances:

5570962\_1  
Community Plan of Subdivision Instrument

Doc. 4

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 2 of 8 Sheets)

**DP270249**

Plan of subdivision of Lots 2 and 23 in  
Community Plan DP 270249 covered by  
Subdivision Certificate No. 7297

- a) Sulphur dioxide (SO<sub>2</sub>),
- b) Nitrogen dioxide (NO<sub>2</sub>),
- c) dust in the air which is smaller than 50 microns (TSP),
- d) dust in the air which is smaller than 10 microns (PM<sub>10</sub>), and
- e) Lead.

**Community Management Statement** means the management statement registered with the Community Plan.

**Community Plan** means DP 270249.

**Conducting Medium** means any wire, cable, pipe, line, duct, drain and other apparatus through or in which a Service passes or is stored or is contained.

**Contamination Guidelines** means the guidelines which comprise schedule 4 of the Community Management Statement.

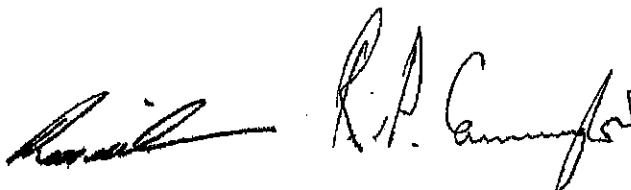
**Development** means in connection with a Lot Burdened:

- a) the use of the lot,
- b) any change of use of the lot,
- c) the erection of a building on the lot,
- d) any extension or addition to an existing building on the lot,
- e) the carrying out of any work on the lot, and
- f) the demolition of a building or work on the lot.

**Easement for Environmental Services** means the easement for environmental services firstly referred to in the Plan.

**Easement Site** means that part of the Lot Burdened indicated on the Plan as "Easement for Environmental Services 5 wide "H".

**Environmental Entitlements** for a Lot is the term used to describe collectively the Air Emission Environmental Entitlements and the Noise Emission Environmental Entitlements for the lot.



**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

Doc. 4

(Sheet 3 of 8 Sheets)

**DP270249**

Plan of subdivision of Lots 2 and 23 in  
Community Plan DP 270249 covered by  
Subdivision Certificate No. 7297

**Environmental Entitlements Certificate** means in respect of a Lot the certificate issued for the lot containing details of the Environmental Entitlements for the lot.

**Equipment** includes any water quality ponds, pipes, machinery or associated equipment.

**Grantee** means the registered proprietor from time to time of the relevant Lot Benefited.

**Grantor** means the registered proprietor for the time being of the relevant Lot Burdened.

**Industrial Service** means any service associated with the industry being conducted on the lot which has the benefit of the Easement for Environmental Services.

**Industrial Emission** means collectively Air Emissions and Noise Emissions.

**Instrument** means this section 88B Instrument.

**LEP** means the Newcastle Local Environmental Plan 1987 (Amendments No 105) as may be amended or replaced from time to time.

**Lot** means either a Lot Burdened or Lot Benefited.

**Lot Benefited** means the land which has the benefit of the relevant easement, restriction or covenant.

**Lot Burdened** means the land which has the burden of the relevant easement, restriction or covenant and includes all improvements, structures, Equipment and Conducting Media on it.

**Noise Emission** means in respect of the Lot Burdened the emission of noise from the lot.

**Noise Emission Environmental Entitlements** means in respect of a Lot Burdened the permitted level of Noise Emission from the lot.

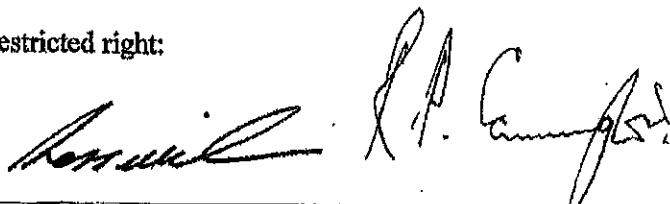
**Plan** means the plan to which this Instrument relates.

**Service** means a water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, television, radio impulses, radio signals and includes an Industrial Service.

**2. Terms of easement for environmental services 5 wide "H" firstly referred to in the Plan**

- (a) The Grantee has the unrestricted right:

Community Plan of Subdivision Instrument



Doc. 4

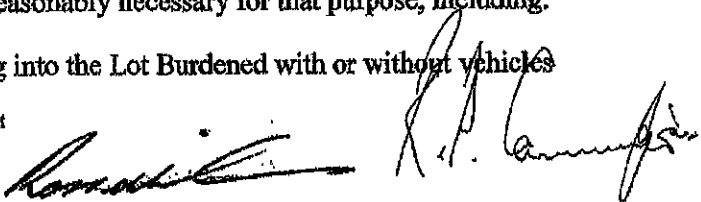
**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 4 of 8 Sheets)

**DP270249**

Plan of subdivision of Lots 2 and 23 in  
Community Plan DP 270249 covered by  
Subdivision Certificate No. 7297

- i) to the free and uninterrupted storage and passage of a Service through each Lot Burdened, and
- ii) to do anything reasonably necessary for that purpose, including:
  - (a) entering the Lot Burdened with or without vehicles,
  - (b) taking anything on to the Lot Burdened,
  - (c) using any Equipment and any Conducting Medium on the Lot Burdened,
  - (d) carrying out work including constructing, placing, repairing and maintaining any Equipment and any Conducting Medium.
- (b) In exercising those powers, the Grantee must:
  - i) ensure all work is done promptly and properly,
  - ii) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened,
  - iii) cause as little damage as is practicable to the Lot Burdened,,
  - iv) promptly restore the Lot Burdened as nearly as is practicable to its former condition, and
  - v) promptly make good any collateral damage.
- (c) The Conducting Medium in a Lot Burdened must be maintained in good order and repair:
  - (i) (if the Conducting Medium is used exclusively by a Grantee) by that Grantee, and
  - (ii) (if the Conducting Medium is used by more than one Grantee) by those Grantees jointly and severally in proportion to their respective use of the Conducting Medium.
- (d) Where a Conducting Medium in not maintained in good order and repair, a Grantee may carry out work to place the Conducting Medium in good order and repair and may:
  - (i) do anything reasonably necessary for that purpose, including:
    - (A) entering into the Lot Burdened with or without vehicles



Doc. 4

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 5 of 8 Sheets)

**DP270249**

Plan of subdivision of Lots 2 and 23 in  
Community Plan DP 270249 covered by  
Subdivision Certificate No. 7297

- (B) taking anything on to the Lot Burdened
- (C) using any Equipment and Conducting Medium on the Lot
- (D) carrying out work including constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) recovering the costs of doing so from each other Grantee in proportion to their respective use of the Conducting Medium.
- (e) Where a Conducting Medium is not maintained in good order and repair, the Grantor may carry out work to place the Conducting Medium in good order and repair and may:
  - (i) do anything reasonably necessary for that purpose, including carrying out work including, constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) (without prejudice to its rights for any breach of (c)) recover the costs of doing so from each Grantee in proportion to their respective use of the Conducting Medium.
- (f) Each Grantee may only do a thing under this easement within the Easement Site.

**3. Terms of Restriction on the use of land secondly referred to in the Plan**

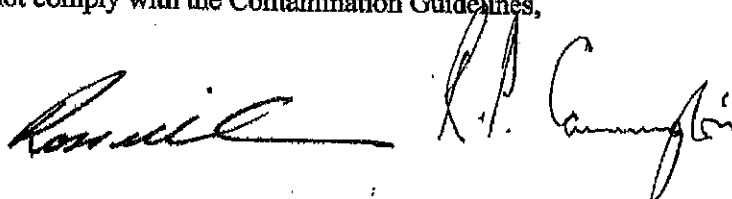
In respect of a Lot Burdened, the Grantor:

- (a) must not use or occupy any part of the Lot Burdened for any purpose or carry out any activity on any part of the Lot Burdened which is inconsistent with the uses permitted or permissible by the LEP, and
- (b) must not permit or suffer any use or occupation or activity contemplated by paragraph (a).

**4. Terms of restriction on the use of land thirdly referred to in the Plan**

In respect of a Lot Burdened, the Grantor:

- (a) must carry out any Development:
  - (i) which does not comply with the Contamination Guidelines,



Doc. 4

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 6 of 8 Sheets)

**DP270249**

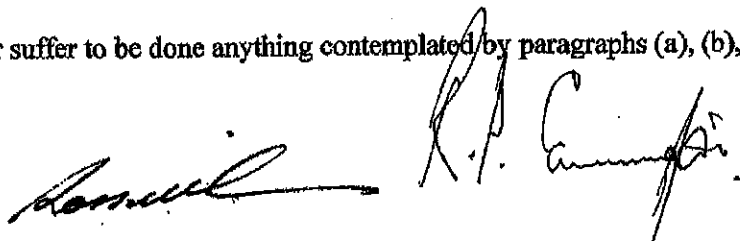
Plan of subdivision of Lots 2 and 23 in  
Community Plan DP 270249 covered by  
Subdivision Certificate No. 7297

- (ii) which may result in a breach or contravention of the Contamination Guidelines, or
- (iii) which when used or occupied would breach or contravene the Contamination Guidelines.
- (b) must not continue any activity or Development which has been carried out in contravention of the Contamination Guidelines or which does not comply with the Contamination Guidelines,
- (c) must not permit any Development which has been carried out in contravention of the Contamination Guidelines or which do not comply with the Contamination Guidelines to remain on the Lot Burdened,
- (d) must not use or occupy any Development which has been carried out in contravention of the Contamination Guidelines or which does not comply with the Contamination Guidelines, and
- (e) must not permit or suffer to be done anything contemplated by paragraphs (a), (b), (c) and (d).

**5. Term of restriction on the use of land fourthly referred to in the Plan**

In respect of a Lot Burdened, the Grantor:

- (a) must not carry out any Development which would or would be likely to result in Industrial Emission from the Lot Burdened which exceed those permitted by the Environmental Entitlements Certificate for the Lot Burdened,
- (b) must not permit any Development which has Industrial Emission which exceed those permitted by the Environmental Entitlements Certificate for the Lot Burdened to remain on the Lot Burdened,
- (c) must not carry out any activity on or to the Lot Burdened in such a manner that the Industrial Emissions from the Lot Burdened exceed those permitted by the Environmental Entitlements Certificate for the Lot Burdened,
- (d) must not use or occupy any Development which has Industrial Emissions which exceed those permitted by the Environmental Entitlements Certificate for the Lot Burdened, and
- (e) must not permit or suffer to be done anything contemplated by paragraphs (a), (b), (c) and (d).





**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

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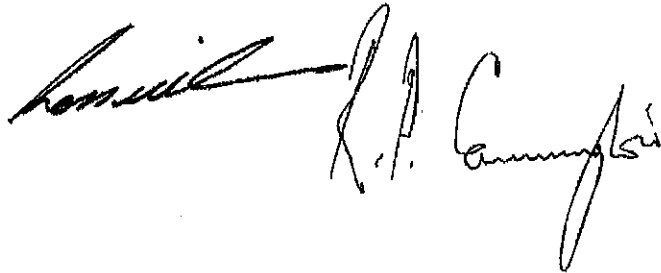
(Sheet 7 of 8 Sheets)

**DP270249**

Plan of subdivision of Lots 2 and 23 in  
Community Plan DP 270249 covered by  
Subdivision Certificate No. 7297

**Parties entitled to release, vary, modify or extinguish the easements, restrictions and covenants created by this Instrument.**

<b>Easement, Restriction or Covenant</b>	<b>Party entitled to release the easement, restriction or covenant</b>
1. The easement firstly referred to in the Plan	In respect of each lot which has the benefit of the easement, the registered proprietor for the time being of that lot
2. The restriction on the use of land secondly referred to in the Plan	In respect of each lot which has the benefit of the easement, the registered proprietor for the time being of that lot
3. The restriction on the use of land thirdly referred to in the Plan	In respect of each lot which has the benefit of the easement, the registered proprietor for the time being of that lot
4. The restriction on the use of land fourthly referred to in the Plan	In respect of each lot which has the benefit of the easement, the registered proprietor for the time being of that lot



Doc 4

**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 8 of 8 Sheets)

**DP270249**

Plan of subdivision of Lots 2 and 23 in  
Community Plan DP 270249 covered by  
Subdivision Certificate No. 7297

**THE COMMON SEAL of STEEL RIVER PTY LIMITED** was duly affixed by authority of its directors in the presence of:

Acq 09396363

Signature of authorised person

Office held

Name of authorised person (block letters)

Signature of authorised person

Office held

Name of authorised person (block letters)

**EXECUTED by BHP BILLITON LIMITED** by its duly constituted attorney pursuant to a Power of Attorney dated 5 September 2001 registered Book 4325 No 656

Signature of witness

Name of witness (block letters)

Signature of attorney

Name of attorney (block letters)

**SIGNED by COMMONWEALTH BANK OF AUSTRALIA LIMITED** as attorney for Commonwealth Bank of Australia ACN 123 123 124 under power of attorney registered book 4043 no. 618 in the presence of:

Signature of witness

Name of witness (block letters)

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney.

GORDON JOHN MOODY



**Instrument setting out terms of easements intended to be created or released and of profits à prendre, restrictions on the use of land and positive covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 1 of 5 Sheets)

**DP270249**

Plan of subdivision of Lot 26 in Community  
Plan DP 270249 covered by Subdivision  
Certificate No. 7350

**Full name and address of the owner of the land:** Steel River Pty Limited  
Hunter Street  
Newcastle NSW 2300

**PART 1 - Creation**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1	Easement for Environmental Services 5 wide "P"	Lot 27	Lots 4 to 16 inclusive and 18 to 22 inclusive and 25 DP 270249

**Part 2 - Terms**

**Definitions**

The following words and expressions in this Instrument have the following meanings:

**Conducting Medium** means any wire, cable, pipe, line, duct, drain and other apparatus through or in which a Service passes or is stored or is contained.

**Easement for Environmental Services** means the easement for environmental services firstly referred to in the Plan.

**Easement Site** means that part of the Lot Burdened indicated on the Plan as "Easement for Environmental Services 5 wide "P".

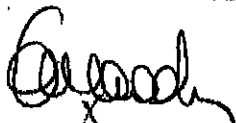
**Equipment** includes any water quality ponds, pipes, machinery or associated equipment.

**Grantee** means the registered proprietor from time to time of the relevant Lot Benefited.

**Grantor** means the registered proprietor for the time being of the relevant Lot Burdened.

**Industrial Service** means any service associated with the industry being conducted on the lot which has the benefit of the Easement for Environmental Services.

**Instrument** means this section 88B Instrument.



**DP270249**

Plan of subdivision of Lot 26 in Community  
Plan DP 270249 covered by Subdivision  
Certificate No. 7350

**Lot** means either a Lot Burdened or Lot Benefited.

**Lot Benefited** means the land which has the benefit of the relevant easement, restriction or covenant.

**Lot Burdened** means the land which has the burden of the relevant easement, restriction or covenant and includes all improvements, structures, Equipment and Conducting Media on it.

**Plan** means the plan to which this Instrument relates.

**Service** means a water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, television, radio impulses, radio signals and includes an Industrial Service.

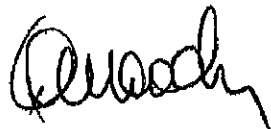
**2. Terms of easement for environmental services 5 wide "P" firstly referred to in the Plan**

(a) The Grantee has the unrestricted right:

- i) to the free and uninterrupted storage and passage of a Service through each Lot Burdened, and
- ii) to do anything reasonably necessary for that purpose, including:
  - (a) entering the Lot Burdened with or without vehicles,
  - (b) taking anything on to the Lot Burdened,
  - (c) using any Equipment and any Conducting Medium on the Lot Burdened,
  - (d) carrying out work including constructing, placing, repairing and maintaining any Equipment and any Conducting Medium.

(b) In exercising those powers, the Grantee must:

- i) ensure all work is done promptly and properly,
- ii) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened,
- iii) cause as little damage as is practicable to the Lot Burdened,,
- iv) promptly restore the Lot Burdened as nearly as is practicable to its former condition, and
- v) promptly make good any collateral damage.




(Sheet 3 of 5 Sheets)

Doc 5

**DP270249**

Plan of subdivision of Lot 26 in Community  
Plan DP 270249 covered by Subdivision  
Certificate No. 7350

- (c) The Conducting Medium in a Lot Burdened must be maintained in good order and repair:
- (i) (if the Conducting Medium is used exclusively by a Grantee) by that Grantee, and
  - (ii) (if the Conducting Medium is used by more than one Grantee) by those Grantees jointly and severally in proportion to their respective use of the Conducting Medium.
- (d) Where a Conducting Medium is not maintained in good order and repair, a Grantee may carry out work to place the Conducting Medium in good order and repair and may:
- (i) do anything reasonably necessary for that purpose, including:
    - (A) entering into the Lot Burdened with or without vehicles
    - (B) taking anything on to the Lot Burdened
    - (C) using any Equipment and Conducting Medium on the Lot
    - (D) carrying out work including constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) recovering the costs of doing so from each other Grantee in proportion to their respective use of the Conducting Medium.
- (e) Where a Conducting Medium is not maintained in good order and repair, the Grantor may carry out work to place the Conducting Medium in good order and repair and may:
- (i) do anything reasonably necessary for that purpose, including carrying out work including, constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) (without prejudice to its rights for any breach of (c)) recover the costs of doing so from each Grantee in proportion to their respective use of the Conducting Medium.
- (f) Each Grantee may only do a thing under this easement within the Easement Site.

  
X

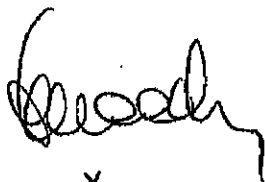
(Sheet 4 of 5 Sheets) Doc. 5

**DP270249**

Plan of subdivision of Lot 26 in Community  
Plan DP 270249 covered by Subdivision  
Certificate No. 7350

**Parties entitled to release, vary, modify or extinguish the easements, restrictions and covenants created by this Instrument.**

<b>Easement, Restriction or Covenant</b>	<b>Party entitled to release the easement, restriction or covenant</b>
1. The easement firstly referred to in the Plan	In respect of each lot which has the benefit of the easement, the registered proprietor for the time being of that lot

  
X

**DP270249**

Plan of subdivision of Lot 26 in Community  
Plan DP 270249 covered by Subdivision  
Certificate No. 7350



THE COMMON SEAL of STEEL RIVER PTY LIMITED was duly affixed by authority of its directors in the presence of:

*[Signature]*  
Signature of authorised person

*MANAGER*  
Office held

*ROBERT PETER CANNINGTON*  
Name of authorised person (block letters)

*[Signature]*  
Signature of authorised person

*DIRECTOR*  
Office held

*ROSS EDWARD WILSON*  
Name of authorised person (block letters)

SIGNED by COMMONWEALTH BANK OF AUSTRALIA LIMITED as attorney for Commonwealth Bank of Australia ACN 123 123 124 under power of attorney registered book 4043 no. 618 in the presence of:

*[Signature]*  
Signature of witness

*Louise Reinhardt*  
Name of witness (block letters)

*[Signature]*  
By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney.

REGISTERED 29.11.2002

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED  
AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 5 sheets)

**DP270249**

Plan of subdivision of Lot 28 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No. 7414

Full name and address  
of proprietor of Land:

Steel River Pty Limited  
Hunter Street  
NEWCASTLE NSW 2300

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identify of easement, profit a 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 for Environmental Services 5 wide "P"	Lot 29	Lots 4 to 16 inclusive And 18 to 22 inclusive 25 and 27 DP 270249

**Part 2 – Terms**

**Definitions**

**The following words and expressions in this Instrument have the following meanings:**

**Conducting Medium** means any wire, cable, pipe, line, duct, drain and other apparatus through or in which a Service passes or is stored or is contained.

**Easement for Environmental Services** means the easement for environmental services firstly referred to in the Plan.

**Easement Site** means that part of the Lot Burdened indicated on the Plan as "Easement for Environmental Services 5 wide "P".

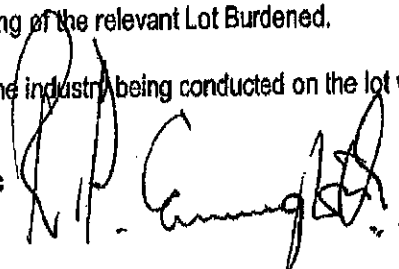
**Equipment** includes any water quality ponds, pipes, machinery or associated equipment.

**Grantee** means the registered proprietor from time to time of the relevant Lot Benefited.

**Grantor** means the registered proprietor for the time being of the relevant Lot Burdened.

**Industrial Service** means any service associated with the industry being conducted on the lot which has the benefit of the Easement for Environmental Services.

This is Sheet 1 of a 5 Sheet Instrument – 98-136-5b.doc



DOCUMENT 6



(Sheet 2 of 5 sheets)

**DP270249**

Plan of subdivision of Lot 28 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No. 7414

**Instrument** means this section 88B Instrument.

**Lot** means either a Lot Burdened or Lot Benefited.

**Lot Benefited** means the land which has the benefit of the relevant easement, restriction or covenant.

**Lot Burdened** means the land which has the burden of the relevant easement, restriction or covenant and includes all Improvements, structures, Equipment and Conducting Media on it.

**Plan** means the plan to which this Instrument relates.

**Service** means a water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, television, radio impulses, radio signals and includes an Industrial Service.

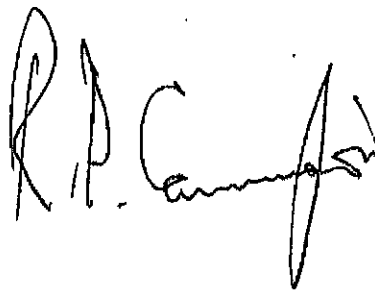
**2. Terms of easement for environmental services 5 wide "P" firstly referred to in the Plan**

(a) The Grantee has the unrestricted right:

- i) to the free and uninterrupted storage and passage of a Service through each Lot Burdened, and
- ii) to do anything reasonably necessary for that purpose, including:
  - (a) entering the Lot Burdened with or without vehicles,
  - (b) taking anything on to the Lot Burdened,
  - (c) using any Equipment and any Conducting Medium on the Lot Burdened,
  - (d) carrying out work including constructing, placing, repairing and maintaining any Equipment and any Conducting Medium.

(b) In exercising those powers, the Grantee must:

- i) ensure all work is done promptly and properly,
- ii) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened,
- iii) cause as little damage as is practicable to the Lot Burdened,,
- iv) promptly restore the Lot Burdened as nearly as is practicable to its former condition, and
- v) promptly make good any collateral damage.

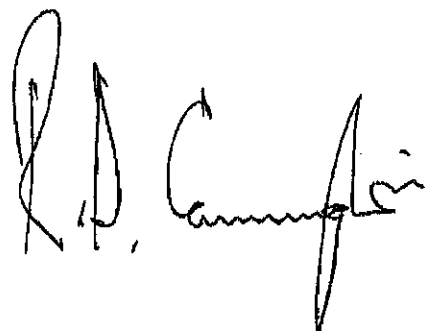


(Sheet 3 of 5 sheets)

**DP270249**

Plan of subdivision of Lot 28 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No. 7414

- (c) The Conducting Medium in a Lot Burdened must be maintained in good order and repair:
- (i) (If the Conducting Medium is used exclusively by a Grantee) by that Grantee, and
  - (ii) (if the Conducting Medium is used by more than one Grantee) by those Grantees jointly and severally in proportion to their respective use of the Conducting Medium.
- (d) Where a Conducting Medium is not maintained in good order and repair, a Grantee may carry out work to place the Conducting Medium in good order and repair and may:
- (i) do anything reasonably necessary for that purpose, including:
    - (A) entering into the Lot Burdened with or without vehicles
    - (B) taking anything on to the Lot Burdened
    - (C) using any Equipment and Conducting Medium on the Lot
    - (D) carrying out work including constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) recovering the costs of doing so from each other Grantee in proportion to their respective use of the Conducting Medium.
- (e) Where a Conducting Medium is not maintained in good order and repair, the Grantor may carry out work to place the Conducting Medium in good order and repair and may:
- (i) do anything reasonably necessary for that purpose, including carrying out work including, constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) (without prejudice to its rights for any breach of (c)) recover the costs of doing so from each Grantee in proportion to their respective use of the Conducting Medium.
- (f) Each Grantee may only do a thing under this easement within the Easement Site.



(Sheet 4 of 5 sheets)

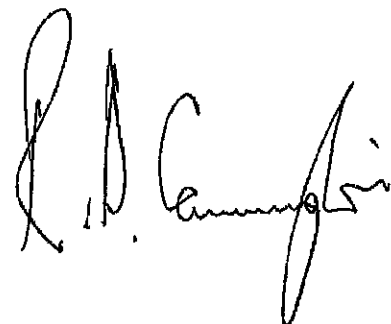
Plan:

Plan of subdivision of Lot 28 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No. 7414

**DP270249**

**Parties entitled to release, vary, modify or extinguish the easements, restrictions and covenants created by this instrument.**

<b>Easement, Restriction or Covenant</b>	<b>Party entitled to release the easement, restriction or covenant</b>
1. The easement firstly referred to in the Plan	In respect of each lot which has the benefit of the easement, the registered proprietor for the time being of that lot



Plan:

Plan of subdivision of Lot 28 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No. 7414

**DP270249**

**THE COMMON SEAL** of **STEEL RIVER PTY LIMITED** was duly affixed by authority of its directors in the presence of

*[Handwritten Signature]*  
.....  
Signature of authorised person

*DIRECTOR*  
.....  
Office held

*ROBERT PETER CANNINGTON*  
.....  
Name of authorised person (block letters)



*[Handwritten Signature]*  
.....  
Signature of authorised person

*DIRECTOR*  
.....  
Office held

*MICHAEL KEVIN JOHNS*  
.....  
Name of authorised person (block letters)

**SIGNED by COMMONWEALTH BANK OF AUSTRALIA LIMITED** as attorney for Commonwealth Bank of Australia ACN 123 123 124 under power of attorney registered book 4043 no. 618 in the presence of:

*[Handwritten Signature]*  
.....  
Signature of witness

*DEBORAH GROTH*  
.....  
Name of witness (block letters)

*[Handwritten Signature]*  
.....  
MICHAEL JOHN GREER

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney.

**REGISTERED**  **24.3.2003**

Doc.7

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED  
 AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
 CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 6 sheets)

**DP270249**

Plan of subdivision of Lot 30 in Community Plan  
 DP 270249 covered by Subdivision Certificate  
 No.

Full name and address  
 of proprietor of Land:

Steel River Pty Limited  
 Hunter Street  
 NEWCASTLE NSW 2300

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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 for Environmental Services 5 wide "P"	31	Lots 4 to 16 inclusive And 18 to 22 inclusive 25, 27, 29 and <del>32</del> DP 270249 32
		32	Lots 4 to 16 inclusive and 18 to 22 inclusive, 25, 27, 29 and <del>31</del> - DP 270249 31
2	Easement for Sewermain 5, 20 Wide and Variable - "Q"	33	Hunter Water Corporation

**Part 1A (Release)**

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prendre, restriction or positive covenant 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 Sewermain 3 wide (DP270249) - Doc. 2	Lot 30 DP270249	Hunter Water Corporation

(Sheet 2 of 6 sheets)

**DP270249**

Plan of subdivision of Lot 30 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No.

## Part 2 – Terms

### Definitions

The following words and expressions in this Instrument have the following meanings:

**Conducting Medium** means any wire, cable, pipe, line, duct, drain and other apparatus through or in which a Service passes or is stored or is contained.

**Easement for Environmental Services** means the easement for environmental services firstly referred to in the Plan.

**Easement Site** means that part of the Lot Burdened indicated on the Plan as "Easement for Environmental Services 5 wide "P".

**Equipment** includes any water quality ponds, pipes, machinery or associated equipment.

**Grantee** means the registered proprietor from time to time of the relevant Lot Benefited.

**Grantor** means the registered proprietor for the time being of the relevant Lot Burdened.

**Industrial Service** means any service associated with the industry being conducted on the lot which has the benefit of the Easement for Environmental Services.

**Instrument** means this section 88B Instrument.

**Lot** means either a Lot Burdened or Lot Benefited.

**Lot Benefited** means the land which has the benefit of the relevant easement, restriction or covenant.

**Lot Burdened** means the land which has the burden of the relevant easement, restriction or covenant and includes all improvements, structures, Equipment and Conducting Media on it.

**Plan** means the plan to which this Instrument relates.

**Service** means a water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, television, radio impulses, radio signals and includes an Industrial Service.

### 2. Terms of easement for environmental services 5 wide "P" firstly referred to in the Plan

(a) The Grantee has the unrestricted right:

- i) to the free and uninterrupted storage and passage of a Service through each Lot Burdened, and

(Sheet 3 of 6 sheets)

**DP270249**

Plan of subdivision of Lot 30 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No.

- ii) to do anything reasonably necessary for that purpose, including:
  - (a) entering the Lot Burdened with or without vehicles,
  - (b) taking anything on to the Lot Burdened,
  - (c) using any Equipment and any Conducting Medium on the Lot Burdened,
  - (d) carrying out work including constructing, placing, repairing and maintaining any Equipment and any Conducting Medium.
- (b) In exercising those powers, the Grantee must:
  - i) ensure all work is done promptly and properly,
  - ii) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened,
  - iii) cause as little damage as is practicable to the Lot Burdened,
  - iv) promptly restore the Lot Burdened as nearly as is practicable to its former condition, and
  - v) promptly make good any collateral damage.
- (c) The Conducting Medium in a Lot Burdened must be maintained in good order and repair:
  - (i) (if the Conducting Medium is used exclusively by a Grantee) by that Grantee, and
  - (ii) (if the Conducting Medium is used by more than one Grantee) by those Grantees jointly and severally in proportion to their respective use of the Conducting Medium.
- (d) Where a Conducting Medium is not maintained in good order and repair, a Grantee may carry out work to place the Conducting Medium in good order and repair and may:
  - (i) do anything reasonably necessary for that purpose, including:
    - (A) entering into the Lot Burdened with or without vehicles
    - (B) taking anything on to the Lot Burdened
    - (C) using any Equipment and Conducting Medium on the Lot
    - (D) carrying out work including constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) recovering the costs of doing so from each other Grantee in proportion to their respective use of the Conducting Medium.



(Sheet 4 of 6 sheets)

**DP270249**

Plan of subdivision of Lot 30 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No.

(e) Where a Conducting Medium is not maintained in good order and repair, the Grantor may carry out work to place the Conducting Medium in good order and repair and may:

- (i) do anything reasonably necessary for that purpose, including carrying out work including, constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
- (ii) (without prejudice to its rights for any breach of (c)) recover the costs of doing so from each Grantee in proportion to their respective use of the Conducting Medium.

(f) Each Grantee may only do a thing under this easement within the Easement Site.

**3. Terms of Easement for Sewermain 5, 20 Wide and Variable Secondly referred to in the plan:**

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a sewermain or pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage, water or soil through the said sewermain or pipeline and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement of sewermain 5, 20 Wide and Variable delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

**Parties entitled to release, vary, modify or extinguish the easements, restrictions and covenants created by this Instrument.**

Easement, Restriction or Covenant	Party entitled to release the easement, restriction or covenant
1. The easement firstly referred to in the Plan	In respect of each lot which has the benefit of the easement, the registered proprietor for the time being of that lot
2. The easement secondly referred to in the Plan	Hunter Water Corporation



**DP270249**

Plan of subdivision of Lot 30 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No.

THE COMMON SEAL of STEEL  
RIVER PTY LIMITED was duly  
affixed by authority of its directors in  
the presence of:

*[Handwritten Signature]*

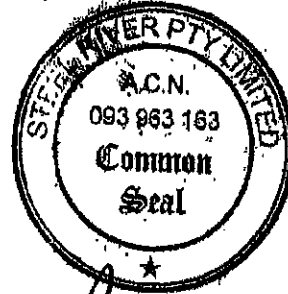
Signature of authorised person

*DIRECTOR*

Office held

*Ross Edward Wilson*

Name of authorised person (block letters)



*[Handwritten Signature]*

Signature of authorised person

*DIRECTOR*

Office held

*ROBERT PETER CANNINGTON*

Name of authorised person (block letters)

SIGNED by COMMONWEALTH  
BANK OF AUSTRALIA LIMITED  
as attorney for Commonwealth Bank  
of Australia ACN 123 123 124 under  
power of attorney registered book 4043  
no. 618 in the presence of:

*[Handwritten Signature]*

Signature of witness

*ANGELA LOUISE SHEPPARD*

Name of witness (block letters)

*[Handwritten Signature]*

By executing this agreement the attorney  
states that the attorney has received no  
notice of revocation of the power of  
attorney.

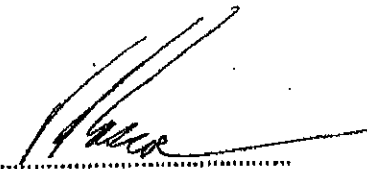
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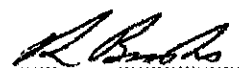
(Sheet 6 of 6 sheets)

DP270249

Plan of subdivision of Lot 30 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No.

Executed by HUNTER WATER CORPORATION )  
by its attorney pursuant to Power of Attorney )  
Book No. *BOOK 4265 N° 738* )

  
.....  
Attorney  
*RUSSELL WILLIAM PASCOE*

  
.....  
Witness  
*RONALD BROOKS*  
*116 TIRAIKI STREET*  
*CHARLESTOWN N.S.W.*

REGISTERED  *RB 24.9.2007*



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED  
 AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
 CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 10 sheets)

**DP270249**

Plan of subdivision of Lot 33 in Community Plan  
 DP 270249 covered by Subdivision Certificate  
 No.

Full name and address  
 of proprietor of Land:

Steel River Pty Limited  
 Hunter Street  
 NEWCASTLE NSW 2300

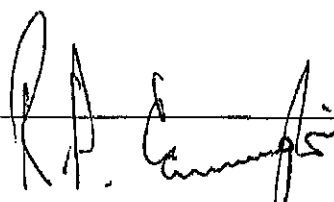
Full name and address of  
 Mortgagee of Land:

St George Bank Limited  
 Level 1, 138 Mann Street  
 GOSFORD NSW 2250

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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 for Environmental Services 5 wide "P"	34	Lots 4 to 16 inclusive And 18 to 22 inclusive 25, 27, 29,31 and 32 DP 270249 Lots 35-47 inclusive
		35	Lots 4 to 16 inclusive And 18 to 22 inclusive 25, 27, 29,31 and 32 DP 270249 Lots 34,36 to 47 inclusive
		36	Lots 4 to 16 inclusive And 18 to 22 inclusive 25, 27, 29,31 and 32 DP 270249 Lots 34,35,37 to 47 inclusive
		37	Lots 4 to 16 inclusive And 18 to 22 inclusive 25, 27, 29,31 and 32. DP 270249 Lots 34,35,36,38 to 47 inclusive

HEMNCFDNEW108334421



DOC-8

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED  
 AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
 CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of 10 sheets)

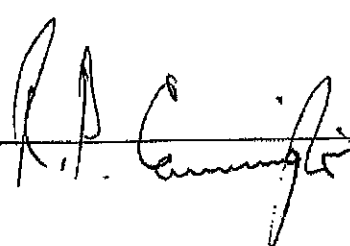
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Plan of subdivision of Lot 33 in Community Plan  
 DP 270249 covered by Subdivision Certificate  
 No.

**DP270249**

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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 Cont'd		38	Lots 4 to 16 inclusive And 18 to 22 inclusive 25, 27, 29,31 and 32 DP 270249 Lots 34 to 37 inclusive Lots 39 to 47 inclusive
		39	Lots 4 to 16 inclusive And 18 to 22 inclusive 25, 27, 29,31 and 32 DP 270249 Lots 34 to 38 inclusive Lots 40 to 47 inclusive
		40	Lots 4 to 16 inclusive And 18 to 22 inclusive 25, 27, 29,31 and 32 DP 270249 Lots 34 to 39 inclusive Lots 41 to 47 inclusive
		41	Lots 4 to 16 inclusive And 18 to 22 inclusive 25, 27, 29,31 and 32 DP 270249 Lots 34 to 40 inclusive Lots 42 to 47 inclusive
		42	Lots 4 to 16 inclusive And 18 to 22 inclusive 25, 27, 29,31 and 32 DP 270249 Lots 34 to 41 inclusive Lots 43 to 47 inclusive
		43	Lots 4 to 16 inclusive And 18 to 22 inclusive 25, 27, 29,31 and 32

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DOC 8

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED  
 AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
 CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 10 sheets)

PI

Plan of subdivision of Lot 33 in Community Plan  
 DP 270249 covered by Subdivision Certificate  
 No.

**DP270249**

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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 Cont'd		44  45  46  47	DP 270249 Lots 34 to 42 inclusive Lots 44 to 47 inclusive  Lots 4 to 16 inclusive And 18 to 22 inclusive 25, 27, 29,31 and 32 DP 270249 Lots 34 to 43 inclusive Lots 45 to 47 inclusive  Lots 4 to 16 Inclusive And 18 to 22 Inclusive 25, 27, 29,31 and 32 DP 270249 Lots 34 to 44 inclusive Lots 46, 47  Lots 4 to 16 Inclusive And 18 to 22 inclusive 25, 27, 29,31 and 32 DP 270249 Lots 34 to 45 inclusive Lot 47  Lots 4 to 16 inclusive And 18 to 22 inclusive 25, 27, 29,31 and 32 DP 270249 Lots 34 to 46 inclusive
2	Easement for Drainage of Water 2 wide	40 46 47	39 45 45 & 46
3	Easement for Drainage of Water 7.5 wide	40	Council of the City of Newcastle

HEMNCFDNEW1083344211

*R. A. Cunningham*

DOC-8

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 4 of 10 sheets)

PI

Plan of subdivision of Lot 33 in Community Plan  
 DP 270249 covered by Subdivision Certificate  
 No.

**DP270249**

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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.
4	Easement for Electricity Substation and Access thereto 3.3 wide	43	Energy Australia
5	Easement for Drainage of Water Variable Width	49	Council of the City of Newcastle
6	Easement for Drainage of Water 22 Wide	49	Council of the City of Newcastle
7	Easement for Drainage of Water 10 Wide	49	Council of the City of Newcastle

**Part 2 – Terms**

**1. Definitions**

The following words and expressions in this Instrument have the following meanings:

**Conducting Medium** means any wire, cable, pipe, line, duct, drain and other apparatus through or in which a Service passes or is stored or is contained.

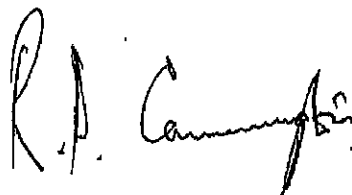
**Easement for Environmental Services** means the easement for environmental services firstly referred to in the Plan.

**Easement Site** means that part of the Lot Burdened indicated on the Plan as "Easement for Environmental Services 5 wide "P".

**Equipment** includes any water quality ponds, pipes, machinery or associated equipment.

**Grantee** means the registered proprietor from time to time of the relevant Lot Benefited.

**Grantor** means the registered proprietor for the time being of the relevant Lot Burdened.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED  
AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 5 of 10 sheets)

Plan of subdivision of Lot 33 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No.

**DP270249**

**Industrial Service** means any service associated with the industry being conducted on the lot which has the benefit of the Easement for Environmental Services.

**Instrument** means this section 88B Instrument.

**Lot** means either a Lot Burdened or Lot Benefited.

**Lot Benefited** means the land which has the benefit of the relevant easement, restriction or covenant.

**Lot Burdened** means the land which has the burden of the relevant easement, restriction or covenant and includes all Improvements, structures, Equipment and Conducting Media on it.

**Plan** means the plan to which this Instrument relates.

**Service** means a water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, television, radio impulses, radio signals and includes an Industrial Service.

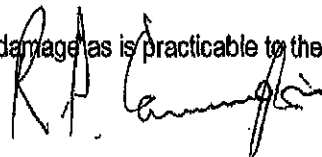
**2. Terms of easement for environmental services 5 wide "P" firstly referred to in the Plan**

(a) The Grantee has the unrestricted right:

- i) to the free and uninterrupted storage and passage of a Service through each Lot Burdened, and
- ii) to do anything reasonably necessary for that purpose, including:
  - (a) entering the Lot Burdened with or without vehicles,
  - (b) taking anything on to the Lot Burdened,
  - (c) using any Equipment and any Conducting Medium on the Lot Burdened,
  - (d) carrying out work including constructing, placing, repairing and maintaining any Equipment and any Conducting Medium.

(b) In exercising those powers, the Grantee must:

- i) ensure all work is done promptly and properly,
- ii) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened,
- iii) cause as little damage as is practicable to the Lot Burdened.,



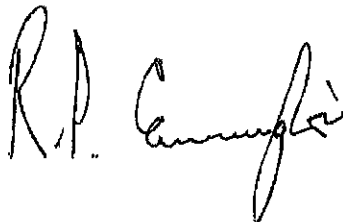
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED  
AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 6 of 10 sheets)

Plan of subdivision of Lot 33 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No.

**DP270249**

- iv) promptly restore the Lot Burdened as nearly as is practicable to its former condition, and
  - v) promptly make good any collateral damage.
- a. The Conducting Medium in a Lot Burdened must be maintained in good order and repair:
- (i) (if the Conducting Medium is used exclusively by a Grantee) by that Grantee, and
  - (ii) (if the Conducting Medium is used by more than one Grantee) by those Grantees jointly and severally in proportion to their respective use of the Conducting Medium.
- b. Where a Conducting Medium is not maintained in good order and repair, a Grantee may carry out work to place the Conducting Medium in good order and repair and may:
- (i) do anything reasonably necessary for that purpose, including:
    - (A) entering into the Lot Burdened with or without vehicles
    - (B) taking anything on to the Lot Burdened
    - (C) using any Equipment and Conducting Medium on the Lot
    - (D) carrying out work including constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) recovering the costs of doing so from each other Grantee in proportion to their respective use of the Conducting Medium.
- c. Where a Conducting Medium is not maintained in good order and repair, the Grantor may carry out work to place the Conducting Medium in good order and repair and may:
- (i) do anything reasonably necessary for that purpose, including carrying out work including, constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) (without prejudice to its rights for any breach of (c)) recover the costs of doing so from each Grantee in proportion to their respective use of the Conducting Medium.
- d. Each Grantee may only do a thing under this easement within the Easement Site.





**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED  
AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 7 of 10 sheets)

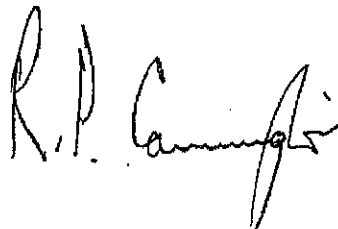
**DP270249**

Plan of subdivision of Lot 33 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No.

**3. Terms of Easement for Electricity Substation and Access thereto 3.3 wide fourthly  
referred to in the plan:**

Full and free right, leave, liberty and licence for Energy Australia (hereinafter called "EA") its successors and assigns its and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them to act on its or their behalf.

- a) To erect, construct, place, inspect, alter, repair, renew, maintain and use upon the lot burdened (hereinafter called "the servient tenement") overhead and/or underground electricity transmission, conductors, mains, wires and cables and the supports therefore (including towers and poles) and other ancillary works (including substations) for the transmission of electricity (the ownership of all such works it is hereby acknowledged is vested in EA);
- b) To cause or permit electricity to flow or to be transmitted through and along the said conductors, mains, wires, cables and ancillary works;
- c) To enter with or without vehicles, plant and equipment and be in the servient tenement for the purposes of exercising any right, leave, liberty or licence granted hereunder; and
- d) To cut, trim or lop trees, branches and other growths or foliage which now or at any time hereafter may overhang, encroach or be in or on the servient tenement and which in the opinion of EA may be likely to interfere with any right, leave, liberty or licence granted hereunder;
- e) To enter, (for the purpose of gaining access to the servient tenement, with or without vehicles, plant and equipment) be upon, traverse and depart from land adjoining the servient tenement owned by the owner for the time being of the servient tenement;
- f) The Registered Proprietor does hereby for itself and other owners from time to time of the servient tenement covenant with EA that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said conductors, mains, wires, cables, supports and other ancillary works or interfere with the free flow of electric current within the easement AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the costs to EA of property and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
- g) The Registered Proprietor does hereby for itself and other owners from time to time of the servient tenement covenant with EA that it will not without the consent of EA alter or permit to be altered the existing levels of the easement nor will it without the like consent erect or permit to be erected any structure on above or below the easement.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED  
AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 8 of 10 sheets)

Plan of subdivision of Lot 33 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No.

**DP270249**

**4. Terms of easement for drainage of water variable width fifthly referred to in the Plan:**

a) The Council may:

- (1) drain water from any natural source through the Lot Burdened, and
- (2) do anything reasonably necessary for that purpose, including:
  - (A) entering the Lot Burdened,
  - (B) taking anything on to the Lot Burdened,
  - (C) using any existing Equipment, and
  - (D) carrying out work, such as constructing, placing, repairing and maintaining the Equipment, channels and ditches.

b) In exercising those powers, the Council must:

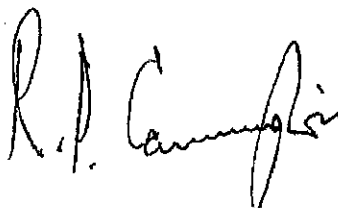
- (1) ensure all work is done promptly and properly,
- (2) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened,
- (3) cause as little damage as is practicable to the Lot Burdened and any improvements on it,
- (4) restore the Lot Burdened as nearly as is practicable to its former condition, and
- (5) make good any collateral damage.

c) The rights given to Council do not release the owner of the Lot Burdened of its responsibility for the maintenance and repair of the Equipment and the Conducting Media on the Lot Burdened.

d) The Council may only do a thing under this easement within the site of the easement.

**Name of Authority empowered to release, vary or modify the Easements 1, 2 and 3 referred to in the  
abovementioned Plan**

Newcastle City Council



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED  
AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 9 of 10 sheets)

**DP270249**

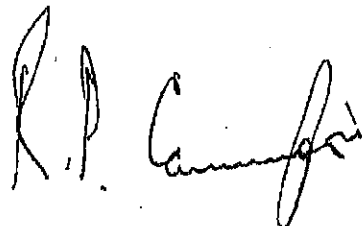
Plan of subdivision of Lot 33 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No.

**Name of Authority empowered to release, vary or modify the Easement numbered 4 referred to in  
the abovementioned Plan.**

Energy Australia

**Name of Authority empowered to release, vary or modify the Easement numbered 5 referred to in  
the abovementioned Plan.**

Newcastle City Council



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED  
AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 10 of 10 sheets)

Plan:

Plan of subdivision of Lot 33 in Community Plan  
DP 270249 covered by Subdivision Certificate  
No.

**DP270249**



THE COMMON SEAL of STEEL RIVER PTY LIMITED was duly affixed by authority of its directors in the presence of:

Signature of authorised person

Signature of authorised person

Office held

Office held

*Director*  
Name of authorised person (block letters)

*ROSS EDWARD LIBBY*  
Name of authorised person (block letters)

SIGNED SEALED AND DELIVERED for and on behalf of ST GEORGE BANK LIMITED (ACN 055 513 070) by its attorneys and under power of attorney registered no. 125 Book 4182

*Steve McKenzie*  
Attorney  
Print Name  
Position Held  
Steve McKenzie  
Executive Manager  
PROPERTY FINANCE

*Troy Ferguson*  
Attorney  
Print Name  
Position Held  
Troy Ferguson  
Credit Analyst

*[Signature]*  
Witness  
Print Name *IAN HUGHES*  
Address *138 MANN ST  
CROSSFORD NSW 2237*



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION  
88B OF THE CONVEYANCING ACT 1919**

**(DOC. 9)**

(Sheet 1 of 2 sheets)

DOCUMENT 9  
**DP270249**

Plan of subdivision of Lot 49 in Community  
Plan DP 270249 covered by Subdivision  
Certificate No.

Full name and address  
of proprietor of Land:

Steel River Pty Limited  
3/8 Cowper Street  
CARRINGTON, NSW 2294

Full name and address of  
Mortgagee of Land:

St George Bank Limited  
Level 1, 138 Mann Street  
GOSFORD NSW 2250

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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	Basement for Drainage of Water Variable Width	51	Lot 32 DP270249

**Part 2 - Terms**

**SIGNED SEALED AND DELIVERED**

For and on behalf of  
ST GEORGE BANK LIMITED  
(A.C.N. 056 513 070) by its  
attorneys under power of  
attorney registered No. 125  
Book 4182

ATTORNEY  
Print Name: **Troy Ferguson**  
Position Held: **Credit Analyst**

ATTORNEY  
Print Name: **Steve McKenzie**  
Position Held: **Executive Manager  
PROPERTY FINANCE**

WITNESS  
Print Name: **HEMERRADNEWAL17092421**  
Address: **Diana Boyd  
138 Mann St, Gosford, NSW 2250**

98-136-50.doc

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION  
88B OF THE CONVEYANCING ACT 1919**

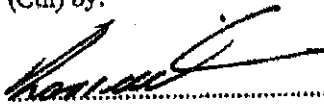
(Doc. 4)

(Sheet 2 of 2 sheets)

**DP270249**

Plan of subdivision of Lot 49 in Community  
Plan DP 270249 covered by Subdivision  
Certificate No.

Executed by Steel River Pty Limited )  
ACN 093 963 163 in accordance with )  
section 127 of the Corporations Act 2001 )  
(Cth) by: )

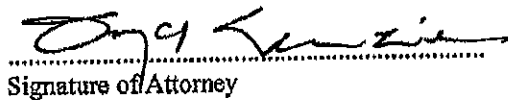


Signature of Director

*Ross Edward Wiksari*

Print name of Director

Signed, sealed and delivered for and on )  
behalf of St. George Bank Limited )  
ACN 055 513 070 by its attorneys under )  
Power of Attorney Registered No. 125 Book )  
4182: )



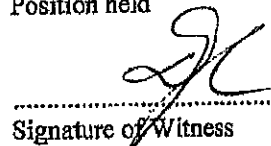
Signature of Attorney

*Steve McKenzie*

Print name of Attorney

*Executive Manager*

Position held



Signature of Witness

*Diana Boyd*

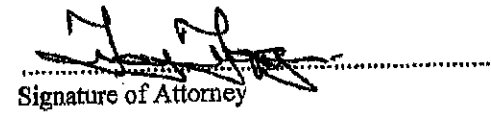
Print name of Witness



Signature of Director/Secretary

*Robert Peter Cannington*

Print name of Director/Secretary



Signature of Attorney

*Troy Ferguson*

Print name of Attorney

*CREDIT ANALYST*

Position held



(DOCUMENT 10)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
 CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND  
 POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION  
 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of <sup>9</sup>10 sheets)

Plan: **DP270249**

Plan of subdivision of Lots 48 & 50 in  
 Community Plan DP 270249 covered by  
 Subdivision Certificate No.

**Full name and address  
 of proprietor of Land:**

Domaine Steel River Pty Limited  
 8 Bulletin Place  
 SYDNEY NSW 2000

**Full name and address of  
 Mortgagee of Land:**

St George Bank Limited  
 Level 1, 138 Mann Street  
 GOSFORD NSW 2250

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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 for Drainage of Water 2 wide	55 56 64 65 66 74	54, 71 54, 55, 71 65, 66, 67, that part of Lot 74 designated 'B' on the plan 66, 67, that part of Lot 74 designated 'B' on the plan 67, that part of Lot 74 designated 'B' on the plan 67



(DOCUMENT 10)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION  
88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of <sup>9</sup>10 sheets)

**DP270249**

Plan of subdivision of Lots 48 & 50 in  
Community Plan DP 270249 covered by  
Subdivision Certificate No.

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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.
2	Easement for Environmental Services 5 wide - 'P'	54	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-53, 55-74 inclusive
		55	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-54 inclusive Lots 56-74 inclusive
		56	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-55 inclusive Lots 57-74 inclusive
		57	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-56 inclusive Lots 58-74 inclusive
		58	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-57 inclusive Lots 59-74 inclusive

HEMARRIDNEW117092422



40237 New 20/3P 76557



(DOCUMENT 10)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 10 sheets)

**DP270249**

Plan of subdivision of Lots 48 & 50 in  
 Community Plan DP 270249 covered by  
 Subdivision Certificate No.

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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.
		59	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-58 inclusive Lots 60-74 inclusive
		60	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-59 inclusive Lots 61-74 inclusive
		61	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-60 inclusive Lots 62-74 inclusive
		62	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-61 inclusive Lots 63-74 inclusive
		63	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-62 inclusive Lots 64-74 inclusive

HEMURERDNEW117092432

*[Handwritten Signature]*  
 Plot 37 Now CD 9A76557

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 4 of 10 sheets)

**DP270249**

Plan of subdivision of Lots 48 & 50 in  
 Community Plan DP 270249 covered by  
 Subdivision Certificate No.

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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.
		64	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-63 inclusive Lots 65-71 inclusive
		65	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-64 inclusive Lots 66-74 inclusive
		66	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-65 inclusive Lots 67-74 inclusive
		67	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-66 inclusive Lots 68-74 inclusive
		68	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-67 inclusive Lots 69-74 inclusive

HEMARRDNEW117092422

*Signature*  
 φ LOT 37 Non corp / SP 20557

(DOCUMENT 10)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 5 of 10 sheets)

**DP270249**

Plan of subdivision of Lots 48 & 50 in  
 Community Plan DP 270249 covered by  
 Subdivision Certificate No.

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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.
		69	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-68 inclusive Lots 70 to 74 inclusive
		70	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-69 inclusive Lots 71 to 74 inclusive
		71	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-70 inclusive, 72, 73, 74
		72	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-71 inclusive, 73, 74
		73	Lots 4 to 16 inclusive and 18 to 22 inclusive 25, 31 and 32, 34 to 47 inclusive DP270249 Lots 51-72 inclusive, 74

*Signature*  
 of Lot 37 now C/LSP 70557

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 6 of <sup>9</sup>10 sheets)

**DP270249**

Plan of subdivision of Lots 48 & 50 in  
Community Plan DP 270249 covered by  
Subdivision Certificate No.

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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.
3	Easement for Drainage of Water Variable Width	74	Newcastle City Council

**Part 2 – Terms**

**1. Definitions**

The following words and expressions in this Instrument have the following meanings:

**Conducting Medium** means any wire, cable, pipe, line, duct, drain and other apparatus through or in which a Service passes or is stored or is contained.

**Easement for Environmental Services** means the easement for environmental services firstly referred to in the Plan.

**Easement Site** means that part of the Lot Burdened indicated on the Plan as "Easement for Environmental Services 5 wide "P".

**Equipment** includes any water quality ponds, pipes, machinery or associated equipment.

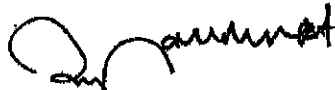
**Grantee** means the registered proprietor from time to time of the relevant Lot Benefited.

**Grantor** means the registered proprietor for the time being of the relevant Lot Burdened.

**Industrial Service** means any service associated with the industry being conducted on the lot which has the benefit of the Easement for Environmental Services.

**Instrument** means this section 88B Instrument.

**Lot** means either a Lot Burdened or Lot Benefited.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION  
88B OF THE CONVEYANCING ACT 1919**

9  
(Sheet 7 of 10 sheets)

**DP270249**

Plan of subdivision of Lots 48 & 50 in  
Community Plan DP 270249 covered by  
Subdivision Certificate No.

**Lot Benefited** means the land which has the benefit of the relevant easement, restriction or covenant.

**Lot Burdened** means the land which has the burden of the relevant easement, restriction or covenant and includes all improvements, structures, Equipment and Conducting Media on it.

**Plan** means the plan to which this Instrument relates.

**Service** means a water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, television, radio impulses, radio signals and includes an Industrial Service.

**2. Terms of easement for environmental services 5 wide 'p' numbered 2.**

- (a) The Grantee has the unrestricted right:
  - (i) to the free and uninterrupted storage and passage of a Service through each Lot Burdened, and
  - (ii) to do anything reasonably necessary for that purpose, including:
    - (A) entering the Lot Burdened with or without vehicles,
    - (B) taking anything on to the Lot Burdened,
    - (C) using any Equipment and any Conducting Medium on the Lot Burdened,
    - (D) carrying out work including constructing, placing, repairing and maintaining any Equipment and any Conducting Medium.
- (b) In exercising those powers, the Grantee must:
  - (i) ensure all work is done promptly and properly,
  - (ii) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened,
  - (iii) cause as little damage as is practicable to the Lot Burdened,
  - (iv) promptly restore the Lot Burdened as nearly as is practicable to its former condition, and
  - (v) promptly make good any collateral damage.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION  
88B OF THE CONVEYANCING ACT 1919**

(Sheet 8 of <sup>9</sup>10 sheets)

**DP270249**

Plan of subdivision of Lots 48 & 50 in  
Community Plan DP 270249 covered by  
Subdivision Certificate No.

- (c) The Conducting Medium in a Lot Burdened must be maintained in good order and repair:
- (i) (if the Conducting Medium is used exclusively by a Grantee) by that Grantee, and
  - (ii) (if the Conducting Medium is used by more than one Grantee) by those Grantees jointly and severally in proportion to their respective use of the Conducting Medium.
- (d) Where a Conducting Medium is not maintained in good order and repair, a Grantee may carry out work to place the Conducting Medium in good order and repair and may:
- (i) do anything reasonably necessary for that purpose, including:
    - (A) entering into the Lot Burdened with or without vehicles
    - (B) taking anything on to the Lot Burdened
    - (C) using any Equipment and Conducting Medium on the Lot
    - (D) carrying out work including constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) recovering the costs of doing so from each other Grantee in proportion to their respective use of the Conducting Medium.
- (e) Where a Conducting Medium is not maintained in good order and repair, the Grantor may carry out work to place the Conducting Medium in good order and repair and may:
- (i) do anything reasonably necessary for that purpose, including carrying out work including, constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) (without prejudice to its rights for any breach of (c)) recover the costs of doing so from each Grantee in proportion to their respective use of the Conducting Medium.
- (f) Each Grantee may only do a thing under this easement within the Easement Site.

**Name of Authority empowered to release, vary or modify the Easement numbered 1 and 3 referred to in the abovementioned Plan.**

Newcastle City Council



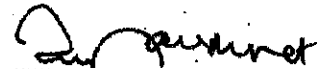
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION  
88B OF THE CONVEYANCING ACT 1919**

(Sheet 9 of 10 sheets)

**DP270249**

Plan of subdivision of Lots 48 & 50 in  
Community Plan DP 270249 covered by  
Subdivision Certificate No.

ACN 113 403 240  
Executed by Domane Steel River Pty  
Limited ACN 093 963 463 in accordance with  
section 127 of the Corporations Act 2001  
(Cth) by:


  
.....  
Signature of Director

**BRUCE BAUDINET**  
.....  
Print name of Director

  
.....  
Signature of Director/Secretary


**PRAVEENESH PALA**  
.....  
Print name of Director/Secretary

Signed, sealed and delivered for and on )  
behalf of St. George Bank Limited )  
ACN 055 513 070 by its attorneys under )  
Power of Attorney Registered No. 125 Book )  
4182: )

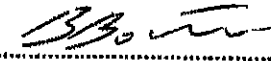
  
.....  
Signature of Attorney

**Choc Anand**  
.....  
Print name of Attorney

**RELATIONSHIP MANAGER**  
.....  
Position held

  
.....  
Signature of Attorney Steve McKenzie  
Executive Manager  
PROPERTY FINANCE..  
.....  
Print name of Attorney

.....  
Position held

  
.....  
Signature of Witness

**Brett Bolton**  
**Credit Analyst**  
.....  
Print name of Witness



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
 CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND  
 POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
 OF THE CONVEYANCING ACT 1919**



**DP270249 B**

(Sheet 1 of <sup>7</sup> sheets)

Plan of subdivision of Lot 74 in Community  
 Plan DP 270249 covered by Subdivision  
 Certificate No.

Full name and address  
 of proprietor of Land:

Domaine Steel River Pty Limited  
 Level 8  
 2 Bulletin Place  
 SYDNEY NSW 2000

Full name and address of  
 Mortgagee of Land:

St George Bank Limited  
 Level 1, 138 Mann Street  
 GOSFORD NSW 2250

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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 for Environmental Services 5 wide 'P'	Lots 80-91 inclusive	Lots 4-10 inclusive, 13, 16, 18-22 inclusive, 31, 32, 35, 36, 39, 40, 43-47 inclusive, 51-58 inclusive, 61, 63-65 inclusive, 67-71 inclusive, 80-91 inclusive, CP/SP75030, CP/SP78504, CP/SP79169, CP/SP76557, *CP/SP78630, CP/SP79952, CP/SP80042, CP/SP80323, CP/SP80756, excepting Lot 79, CP/SP78530 *

**Part 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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 for Drainage of Water Variable Width (DP270249) (doc 10)	Lots 83, 84, 85, Part lots 74 designated Channel Road and Pambalong Drive on the plan	Newcastle City Council
2	Easement for Access and Maintenance Variable Width	Part lots 74, DP270249	Lot 24 DP270249



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of <sup>7</sup> sheets)

**DP270249**

Plan of subdivision of Lot 74 in Community Plan DP 270249 covered by Subdivision Certificate No.

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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.
	(DP270249) (doc 1)	designated Channel Road and Pambalong Drive on the plan	

**Part 2 – Terms**

**1. Definitions**

The following words and expressions in this Instrument have the following meanings:

**Conducting Medium** means any wire, cable, pipe, line, duct, drain and other apparatus through or in which a Service passes or is stored or is contained.

**Easement for Environmental Services** means the easement for environmental services firstly referred to in the Plan.

**Easement Site** means that part of the Lot Burdened indicated on the Plan as "Easement for Environmental Services 5 wide "P".

**Equipment** includes any water quality ponds, pipes, machinery or associated equipment.

**Grantee** means the registered proprietor from time to time of the relevant Lot Benefited.

**Grantor** means the registered proprietor for the time being of the relevant Lot Burdened.

**Industrial Service** means any service associated with the industry being conducted on the lot which has the benefit of the Easement for Environmental Services.

**Instrument** means this section 88B Instrument.

**Lot** means either a Lot Burdened or Lot Benefited.

**Lot Benefited** means the land which has the benefit of the relevant easement, restriction or covenant.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION  
88B OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 7 sheets)

**DP270249**

Plan of subdivision of Lot 74 in Community  
Plan DP 270249 covered by Subdivision  
Certificate No.

**Lot Burdened** means the land which has the burden of the relevant easement, restriction or covenant and includes all improvements, structures, Equipment and Conducting Media on it.

**Plan** means the plan to which this Instrument relates.

**Service** means a water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, television, radio impulses, radio signals and includes an Industrial Service.

**2. Terms of easement for environmental services 5 wide firstly referred to in the Plan**

- (a) The Grantee has the unrestricted right:
  - (i) to the free and uninterrupted storage and passage of a Service through each Lot Burdened, and
  - (ii) to do anything reasonably necessary for that purpose, including:
    - (A) entering the Lot Burdened with or without vehicles,
    - (B) taking anything on to the Lot Burdened,
    - (C) using any Equipment and any Conducting Medium on the Lot Burdened,
    - (D) carrying out work including constructing, placing, repairing and maintaining any Equipment and any Conducting Medium.
- (b) In exercising those powers, the Grantee must:
  - (i) ensure all work is done promptly and properly,
  - (ii) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened,
  - (iii) cause as little damage as is practicable to the Lot Burdened,
  - (iv) promptly restore the Lot Burdened as nearly as is practicable to its former condition, and
  - (v) promptly make good any collateral damage.
- (c) The Conducting Medium in a Lot Burdened must be maintained in good order and repair:

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION  
88B OF THE CONVEYANCING ACT 1919**

(Sheet 4 of <sup>7</sup>/<sub>8</sub> sheets)

**DP270249**

Plan of subdivision of Lot 74 in Community  
Plan DP 270249 covered by Subdivision  
Certificate No.

- (i) (if the Conducting Medium is used exclusively by a Grantee) by that Grantee, and
  - (ii) (if the Conducting Medium is used by more than one Grantee) by those Grantees jointly and severally in proportion to their respective use of the Conducting Medium.
- (d) Where a Conducting Medium is not maintained in good order and repair, a Grantee may carry out work to place the Conducting Medium in good order and repair and may:
- (i) do anything reasonably necessary for that purpose, including:
    - (A) entering into the Lot Burdened with or without vehicles
    - (B) taking anything on to the Lot Burdened
    - (C) using any Equipment and Conducting Medium on the Lot
    - (D) carrying out work including constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) recovering the costs of doing so from each other Grantee in proportion to their respective use of the Conducting Medium.
- (e) Where a Conducting Medium is not maintained in good order and repair, the Grantor may carry out work to place the Conducting Medium in good order and repair and may:
- (i) do anything reasonably necessary for that purpose, including carrying out work including, constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) (without prejudice to its rights for any breach of (e)) recover the costs of doing so from each Grantee in proportion to their respective use of the Conducting Medium.
- (f) Each Grantee may only do a thing under this easement within the Easement Site.

**Name of Authority empowered to release vary or modify easement firstly referred to:**  
Newcastle City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION  
88B OF THE CONVEYANCING ACT 1919**

(Sheet 5 of 7 sheets)

**DP270249**

Plan of subdivision of Lot 74 in Community  
Plan DP 270249 covered by Subdivision  
Certificate No.

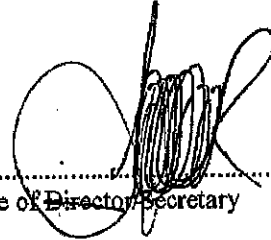
Executed by **Domaine Steel River Pty  
Limited** ACN 113 403 240 in accordance with  
section 127 of the *Corporations Act 2001*  
(Cth) by:



.....  
Signature of Director

Nicholas Roland Collishaw

.....  
Print name of Director

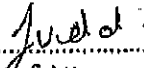


.....  
Signature of Director/Secretary

**JUAN RODRIGUEZ**

.....  
Print name of Director/Secretary

Signed, sealed and delivered for and on )  
behalf of **St. George Bank Limited** )  
ACN 055 513 070 by its attorneys under )  
Power of Attorney Registered No. 125 Book )  
4182: )

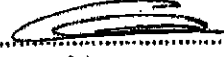


.....  
Signature of Attorney

**Patricia Vidal  
Credit Analyst**

.....  
Print name of Attorney

.....  
Position held



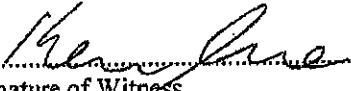
.....  
Signature of Attorney

**Glenn Hamilton**

.....  
Print name of Attorney

**Executive Manager**

.....  
Position held



.....  
Signature of Witness

**Ken Sue**

**Credit Analyst**

.....  
Print name of Witness

**182 George St  
Sydney**



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 6 of 7 sheets)

**DP270249**

Plan of subdivision of Lot 74 in Community Plan DP 270249 covered by Subdivision Certificate No.

Executed by BHP Billiton Limited by its )  
duly constituted attorney pursuant to a Power )  
of Attorney dated day of )  
2008 Registered Book )  
No.

.....  
Signature of Attorney

.....  
Signature of Witness

.....  
Print name of Attorney (BLOCK LETTERS)

.....  
Print name of Witness (BLOCK LETTERS)

.....  
Address of Witness

Signed, sealed and delivered on behalf of )  
Newcastle City Council in the presence of: )

.....  
Signature

.....  
Signature of Witness

.....  
Print name

BRIAN CAMERON  
.....

.....  
Print name of Witness

.....  
Address

NEWCASTLE CITY COUNCIL  
.....

.....  
Address of Witness

282 KING ST  
NEWCASTLE.

282 KING ST  
NEWCASTLE

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION  
88B OF THE CONVEYANCING ACT 1919**

(Sheet <sup>7</sup> of <sup>7</sup> sheets)

**DP270249**


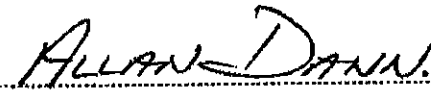
Plan of subdivision of Lot 74 in Community  
Plan DP 270249 covered by Subdivision  
Certificate No.

Executed by BHP Billiton Limited by its )  
duly constituted attorney pursuant to a Power )  
of Attorney dated 11 day of February )  
2008 Registered Book )



Signature of Attorney

4537 No. 498

  
Signature of Witness

Print name of Attorney (BLOCK LETTERS)

Cheryl SWAN  
Print name of Witness (BLOCK LETTERS)

329 Raymond Terrace Rd  
Address of Witness THORNTON  
NSW 2322

Signed, sealed and delivered on behalf of )  
Newcastle City Council in the presence of: )  
)

Signature

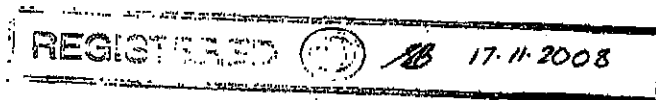
Signature of Witness

Print name

Print name of Witness

Address

Address of Witness



**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 OF THE CONVEYANCING  
 ACT 1919**

ePlan (DOC.12)  
 (Sheet 1 of 8 sheets)

Plan: **DP270249**

Subdivision of Lot 79 in DP 270249  
 Covered by Subdivision Certificate No **8124**  
 Dated **15/10/2009**

Full name and address  
 of proprietor of Land:

Domaine Steel River Pty Limited  
 Level 9  
 50 Berry Street  
 NORTH SYDNEY NSW 2060

**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 Access 8.5 wide (Q)	95	Hunter Water Corporation
2.	Easement for Environmental Services 5 wide (P)	93	Lots 4 to 10 inclusive, <del>13 to 16 inclusive,</del> 18 to 22 inclusive, 31 and 32, 35 and 36, 39 and 40, 43 to 47 inclusive, 51 to 58 inclusive, Lot 61, Lots 63 to 65 inclusive, 68 to 71 inclusive, 75 and 76, Lot 78, Lots 80 to 91, and Lots 94 and 95.
		94	Lots 4 to 10 inclusive, <del>13 to 16 inclusive,</del> 18 to 22 inclusive, 31 and 32, 35 and 36, 39 and 40, 43 to 47 inclusive, 51 to 58 inclusive, Lot 61, Lots 63 to 65 inclusive, 68 to 71 inclusive, 75 and 76, Lot 78, Lots 80 to 91, and Lots 93 and 95.

(Sheet 2 of 8 sheets)  
 ePlan (DOC.12)

Plan: **DP270249**

Subdivision of Lot 79 in DP 270249  
 Covered by Subdivision Certificate No **8124**  
 Dated **15/10/2009**

Number of item shown in the Intention panel on the plan	Identity of easement, profit a 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.
2. continued		95	Lots 4 to 10 inclusive, <sup>and</sup> 13 to 16 inclusive, 18 to 22 inclusive, 31 and 32, 35 and 36, 39 and 40, 43 to 47 inclusive, 51 to 58 inclusive, Lot 61, Lots 63 to 65 inclusive, 68 to 71 inclusive, 75 and 76, Lot 78, Lots 80 to 91, and Lots 93 and 94.
3.	Easement for Electricity and other purposes 5.3 wide (N-Kiosk)	92	Energy Australia ABN 67 505 337 385
4.	Easement for Electricity and other purposes 2 wide (R1-Cables)	95	Energy Australia ABN 67 505 337 385
5.	Easement for Watermain 4 wide (R2-Water)	95	Hunter Water Corporation
6.	Easement for Electricity and other purposes 30 wide and variable (G-Overhead)	92	Energy Australia ABN 67 505 337 385
7.	Easement for Drainage of Water 2 wide (H)	95	92
8.	Right of Carriageway 10 wide (S)	92	Energy Australia ABN 67 505 337 385



(Sheet 3 of 8 sheets)  
ePlan (DOC.12)

Plan: **DP270249**

Subdivision of Lot 79 in DP 270249  
Covered by Subdivision Certificate No **8124**  
Dated **15/10/2009**

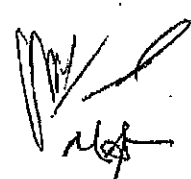
### Part 1A - Release

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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 for drainage of water 22 wide (DP 270249) (Doc 8) Newcastle City Council	Lot 79	Newcastle City Council
2	Easement for drainage of water variable width (DP 270249) (Doc 10)	Lot 79	Newcastle City Council

### Part 2 - Terms

#### 1. Terms of Easement for Environmental Services numbered 2 in the plan

- (a) The Grantor of the lot benefitted has the unrestricted right:
- (i) to the free and uninterrupted storage and passage of a Service through each Lot Burdened, and
  - (ii) to do anything reasonably necessary for that purpose, including:
    - (a) entering the Lot Burdened with or without vehicles,
    - (b) taking anything on to the Lot Burdened,
    - (c) using any Equipment and any Conducting Medium on the Lot Burdened,
    - (d) carrying out work including constructing, placing, repairing and maintaining any Equipment and any Conducting Medium.



(Sheet 4 of 8 sheets)

ePlan (DOC.12)

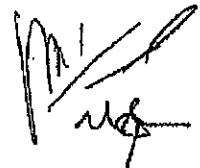
Plan: **DP270249**

Subdivision of Lot 79 in DP 270249

Covered by Subdivision Certificate No **8124**

Dated **15/10/2009**

- (b) In exercising those powers, the Grantor must:
- (i) ensure all work is done promptly and properly,
  - (ii) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened,
  - (iii) cause as little damage as is practicable to the Lot Burdened,
  - (iv) promptly restore the Lot Burdened as nearly as is practicable to its former condition,
  - (v) and promptly make good any collateral damage.
- (c) The Conducting Medium in a Lot Burdened must be maintained in good order and repair:
- (i) if the Conducting Medium is used exclusively by a Grantee) by that Grantee, and
  - (ii) if the Conducting Medium is used by more than one Grantee) by those Grantees jointly and severally in proportion to their respective use of the Conducting Medium.
- (d) Where a Conducting Medium is not maintained in good order and repair, a Grantee may carry out work to place the Conducting Medium in good order and repair and may:
- (i) do anything reasonably necessary for that purpose, including:
    - (a) entering into the Lot Burdened with or without vehicles
    - (b) taking anything on to the Lot Burdened
    - (c) using any Equipment and Conducting Medium on the Lot
    - (d) carrying out work including constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and



(Sheet 5 of 8 sheets)  
ePlan(DOC.12)

Plan: **DP270249**

Subdivision of Lot 79 in DP 270249  
Covered by Subdivision Certificate No **8124**  
Dated **15/10/2009**

- (ii) recovering the costs of doing so from each other Grantee in proportion to their respective use of the Conducting Medium.
- (e) Where a Conducting Medium is not maintained in good order and repair, the Grantor may carry out work to place the Conducting Medium in good order and repair and may:
  - (i) do anything reasonably necessary for that purpose, including carrying out work including, constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) without prejudice to its rights for any breach of (c)) recover the costs of doing so from each Grantee in proportion to their respective use of the Conducting Medium.
- (f) Each Grantee may only do a thing under this easement within the Easement Site.

## **2. Terms Of Easement For Electricity And Other Purposes numbered 3, 4 and 6 in the plan**

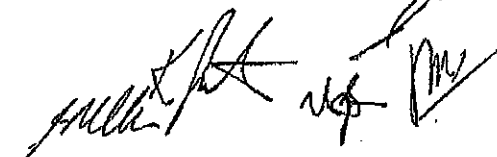
An Easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

## **3. Terms of Easement for Watermain numbered 5 in the plan**

Full and free right title liberty and licence for Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a watermain or pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey water through the said watermain or pipeline and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT IS HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for watermain delineated in the abovementioned plan except with the prior consent in writing of Hunter Water Corporation and except in compliance with any conditions which Hunter Water Corporation may specify in such consent.

This is Sheet 5 of a 8 Sheet Instrument - 98-136St8BPh1V7.doc



(Sheet 6 of 8 sheets)

Plan: **DP270249**

ePlan (DOC.12)  
Subdivision of Lot 79 in DP 270249  
Covered by Subdivision Certificate No **8124**  
Dated **15/10/2009**

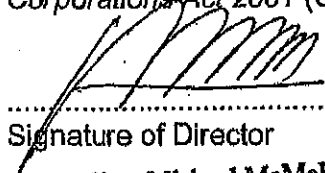
#### 4 Terms of Right of Carriageway numbered 8 in the plan

A right of carriageway on the terms contained in Schedule 4A Part 1 of the Conveyancing Act 1919 together with the right to park vehicles upon the right of carriageway.

#### Name of person empowered to release, vary or modify easements numbered 2 and 7 in the plan:

The consent of the Newcastle City Council is required for easements numbered 2 or 7 to be released, varied or modified.

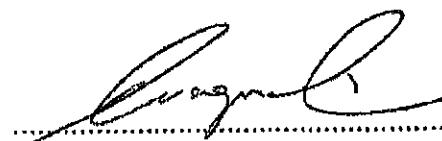
Executed by **Domaine Steel River** )  
**Pty Limited ACN 113 403 240** in )  
accordance with section 127 of the )  
**Corporations Act 2001 (Cth)** by: )



Signature of Director

**Geoffrey Michael McMahon**

Print name of Director



Signature of Director/Secretary

**Adriano Julius Cragnolini**

Print name of Director/Secretary



(Sheet 7 of 8 sheets)

ePlan (DOC.12)


Plan: **DP270249**

Subdivision of Lot 79 in DP 270249

Covered by Subdivision Certificate No **8124**

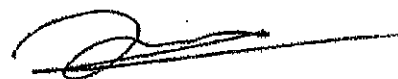
Dated **15/10/2009**

**Signed, sealed and delivered** for and )  
on behalf of **St. George Bank Limited** )  
ACN 055 513 070 by its attorneys )  
under Power of Attorney Registered )  
No. 125 Book 4182: )

  
.....  
Signature of Attorney

.....  
Print name of Attorney

**Ross Cameron**  
**Tier Three Attorney**  
.....  
Position held

  
.....  
Signature of Witness  
**Damson Nguyen**  
.....  
Print name of Witness

  
.....  
Signature of Attorney

**Chris Cahill**  
.....  
Print name of Attorney

**Tier Three Attorney**  
.....  
Position held

**Executed** by **Mirvac Treasury** )  
**Limited** In accordance with )  
section 127 of the *Corporations Act* )  
2001 (Cth) by: )

  
.....  
Signature of Director

**Justin Mark Mitchell**  
.....  
Print name of Director

  
.....  
Signature of Director/Secretary

**SONYA LOUISE HARRIS**  
.....  
Print name of Director/Secretary



(Sheet 8 of 8 sheets)  
ePlan (DOC.12)

Plan: **DP270249**

Subdivision of Lot 79 in DP 270249  
Covered by Subdivision Certificate No **8124**  
Dated **15/10/2009**

**EXECUTED** for and on behalf of )  
**ENERGY AUSTRALIA** by Katherine )  
Margaret Gunton its duly constituted )  
Attorney pursuant to Power of Attorney )  
registered Book 4528 No. 401 in the )  
presence of: )

*K. Gunton*  
.....  
Attorney

*Joanne Wilson*  
.....  
Witness  
*JOANNE WILSON*  
.....  
Name of Witness (please print)

570 George Street,  
Sydney, NSW, 2000  
.....  
Address of Witness

**Executed by Newcastle City Council** )  
in the presence of: )

.....  
Signature of Witness  
.....  
Print name of Witness  
.....  
Address of Witness

*W. G. G.*  
.....  
Signature of Authorised Officer  
**282 KING ST NEWCASTLE**  
.....  
Address of Authorised Officer

**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 OF THE CONVEYANCING  
ACT 1919**

ePlan (DOC.13)

(Sheet 1 of 4 sheets)

Plan: **DP270249**

Subdivision of Lot 92 in DP 270249 and  
Easements over Lots 89, 90 & 91  
DP 270249

Covered by Subdivision Certificate No 8255  
Dated 15 October 2009

Full name and address  
of proprietor of Land:

Domaine Steel River Pty Limited  
Level 9  
50 Berry Street  
NORTH SYDNEY NSW 2060

**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 for Effluent Pipeline 6 Wide (B)	98 & 89, 90, 91 DP 270249	Hunter Water Corporation
2.	Right of Access Variable Width (T)	98	Hunter Water Corporation
3.	Right of Access Variable Width (F)	96	Council of the City of Newcastle



Plan: **DP270249**

Subdivision of Lot 92 in DP 270249 and  
Easements over Lots 89, 90 & 91  
DP 270249  
Covered by Subdivision Certificate No 8255  
Dated 15 October 2009

## Part 2 - Terms

### 1. Terms of Easement for Effluent Pipeline 6 Wide numbered 1 to in the plan

Full and free right title liberty and licence for Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of an effluent pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey effluent through the said pipeline and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT IS HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for effluent pipeline 6 wide delineated in the abovementioned plan except with the prior consent in writing of Hunter Water Corporation and except in compliance with any conditions which Hunter Water Corporation may specify in such consent.

### Name of person empowered to release, vary or modify easement numbered 3 in the plan:

The consent of the Newcastle City Council is required for easement numbered 3 to be released, varied or modified.

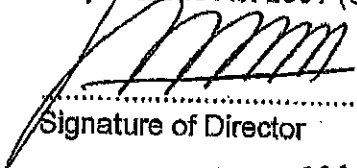




Plan: **DP270249**

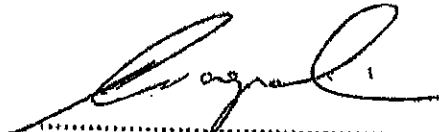
Subdivision of Lot 92 in DP 270249 and  
Easements over Lots 89, 90 & 91  
DP 270249  
Covered by Subdivision Certificate No 8255  
Dated 15 October 2009

**Executed by Domaine Steel River  
Pty Limited ACN 113 403 240 in  
accordance with section 127 of the  
Corporations Act 2001 (Cth) by:**

  
.....  
Signature of Director

**Geoffrey Michael McMahon**

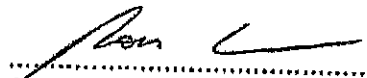
.....  
Print name of Director

  
.....  
Signature of Director/Secretary

**Adriano Julius Cragnolini**


.....  
Print name of Director/Secretary

**Signed, sealed and delivered for and )  
on behalf of St. George Bank Limited )  
ACN 056 513 070 by its attorneys )  
under Power of Attorney Registered )  
No. 125 Book 4182: )**

  
.....  
Signature of Attorney

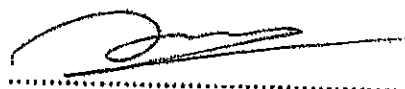
.....  
Print name of Attorney  
**Ross Cameron**  
Tier Three Attorney

.....  
Position held

  
.....  
Signature of Attorney

.....  
Print name of Attorney  
**Chris Cahill**

.....  
Position held  
**Tier Three Attorney**

  
.....  
Signature of Witness

**Damson Nguyen**

.....  
Print name of Witness

Plan: **DP270249**

Subdivision of Lot 92 in DP 270249 and  
Easements over Lots 89, 90 & 91  
DP 270249  
Covered by Subdivision Certificate No 8255  
Dated 15 October 2009

**Executed** by **Mirvac Treasury** )  
**Limited** in accordance with )  
section 127 of the *Corporations Act* )  
2001 (Cth) by: )

  
.....  
Signature of Director

**Justin Mark Mitchell**

.....  
Print name of Director

  
.....  
Signature of Director/Secretary

**SONYA LOUISE HARRIS**

.....  
Print name of Director/Secretary

REGISTERED  16.11.2009

**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 OF THE CONVEYANCING  
ACT 1919**

ePlan (DOC.14) (DOC.14)

(Sheet 1 of 6 sheets)

Plan: **DP270249**

Subdivision of Lot 69 and Lot 97 DP 270249  
Covered by Subdivision Certificate No 8343  
Dated 25.8.2010

Full name and address  
of proprietor of Land:

Domaine Steel River Pty Limited  
Level 9  
50 Berry Street  
NORTH SYDNEY NSW 2060

**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 Access 6 Wide and Variable	99	100
2.	Easement for Environmental Services 5 Wide - 'P'	99	Lots 4 to 10 inclusive, 13, 16, 18 to 22 inclusive, 31, 32, 35, 36, 39, 40, 43 to 47 inclusive, 51 to 58 inclusive, 61, 63 to 65 inclusive, 68, 70, 71, 75, 76, 78, 80 to 91 inclusive, 93 to 95 inclusive

DP270249\_99

Plan: **DP270249**

Subdivision of Lot 69 and Lot 97 DP 270249  
Covered by Subdivision Certificate No 8343  
Dated 25.8.2010

## Part 2 – Terms

### 1. Terms of Easement for Environmental Services numbered 2 in the plan

- (a) The Grantor of the lot benefitted has the unrestricted right:
- (i) to the free and uninterrupted storage and passage of a Service through each Lot Burdened, and
  - (ii) to do anything reasonably necessary for that purpose, including:
    - (a) entering the Lot Burdened with or without vehicles,
    - (b) taking anything on to the Lot Burdened,
    - (c) using any Equipment and any Conducting Medium on the Lot Burdened,
    - (d) carrying out work including constructing, placing, repairing and maintaining any Equipment and any Conducting Medium.
- (b) In exercising those powers, the Grantor must:
- (i) ensure all work is done promptly and properly,
  - (ii) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened,
  - (iii) cause as little damage as is practicable to the Lot Burdened,
  - (iv) promptly restore the Lot Burdened as nearly as is practicable to its former condition,
  - (v) and promptly make good any collateral damage.
- (c) The Conducting Medium in a Lot Burdened must be maintained in good order and repair:
- (i) if the Conducting Medium is used exclusively by a Grantee) by that Grantee, and
  - (ii) If the Conducting Medium is used by more than one Grantee) by those Grantees jointly and severally in proportion to their respective use of the Conducting Medium.

DP270249\_99

Plan: **DP270249**

Subdivision of Lot 69 and Lot 97 DP 270249  
Covered by Subdivision Certificate No 8343  
Dated 25.8.2010


- (d) Where a Conducting Medium is not maintained in good order and repair, a Grantee may carry out work to place the Conducting Medium in good order and repair and may:
- (i) do anything reasonably necessary for that purpose, including:
    - (a) entering into the Lot Burdened with or without vehicles
    - (b) taking anything on to the Lot Burdened
    - (c) using any Equipment and Conducting Medium on the Lot
    - (d) carrying out work including constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) recovering the costs of doing so from each other Grantee in proportion to their respective use of the Conducting Medium.
- (e) Where a Conducting Medium is not maintained in good order and repair, the Grantor may carry out work to place the Conducting Medium in good order and repair and may:
- (i) do anything reasonably necessary for that purpose, including carrying out work including, constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) without prejudice to its rights for any breach of (c)) recover the costs of doing so from each Grantee in proportion to their respective use of the Conducting Medium.
- (f) Each Grantee may only do a thing under this easement within the Easement Site.

DP270249\_99

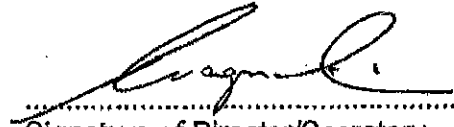
Plan: **DP270249**

Subdivision of Lot 69 and Lot 97 DP 270249  
Covered by Subdivision Certificate No 8343  
Dated 25.8.2010

Executed by **Domaine Steel River** )  
**Pty Limited** ACN 113 403 240 in )  
accordance with section 127 of the )  
*Corporations Act 2001* (Cth) by: )

  
.....  
Signature of Director

*Luis GARCIA*  
.....  
Print name of Director

  
.....  
Signature of Director/Secretary

*Adriano Julius Cragnolini*  
.....  
Print name of Director/Secretary

~~Signed, sealed and delivered for and )  
on behalf of **St. George Bank Limited** )  
ACN 055 513 070 by its attorneys )  
under Power of Attorney Registered )  
No. 125 Book 4182: )~~

.....  
Signature of Attorney

.....  
Print name of Attorney

.....  
Position held

.....  
Signature of Witness

.....  
Print name of Witness

.....  
Signature of Attorney

.....  
Print name of Attorney

.....  
Position held

DP270249\_99

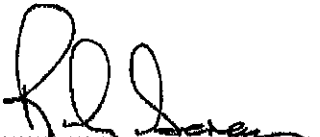
Plan: **DP270249**

Subdivision of Lot 69 and Lot 97 DP 270249  
Covered by Subdivision Certificate No 8343  
Dated 25.8.2010

Executed by Mirvac Treasury )  
Limited in accordance with )  
section 127 of the Corporations Act )  
2001 (Cth) by: )

  
.....  
Signature of Director

Justin Mitchell  
.....  
Print name of Director

  
.....  
Signature of Director/Secretary

Robyn L. Soran  
.....  
Print name of Director/Secretary

DP270249\_99

Plan: **DP270249**

Subdivision of Lot 69 and Lot 97 DP 270249  
Covered by Subdivision Certificate No 8343  
Dated 25.8.2010

DP270249\_99

**Signed, sealed and delivered for and on** )  
**behalf of Westpac Banking Corporation** )  
**ACN 007 457 141 by its attorneys under** )  
**Power of Attorney Registered No. 332 Book** )  
**4299:** )

*Shanarai*  
.....  
Signature of Attorney

.....  
Signature of Attorney

*SHANARAI TAI*  
.....  
Print name of Attorney **TIER 3**

.....  
Print name of Attorney

**ASSOCIATE DIRECTOR**  
.....  
Position held

.....  
Position held

*[Signature]*  
.....  
Signature of Witness

**MEHAKA SIRISENA**  
.....  
Print name of Witness

REGISTERED  30.5.2011



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 (DOC.15)  
(Sheet 1 of 8 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 51 DP270249  
covered by Subdivision Certificate  
No. 7180.....

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

Steel River Estate Pty Limited  
(ACN 613 527 021)  
Suite 5, Level 5  
66 Hunter Street  
Sydney NSW 2000

**Full name and address of the  
Mortgagee of the Land:**

National Australia Bank Limited  
(ABN 12 004 044 937)  
Level 1  
800 Bourke Street  
DOCKLANDS VIC 3008

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 (DOC.15)

(Sheet 2 of 8 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 51 DP270249  
 covered by Subdivision Certificate  
 No. 9100

**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 FOR ENVIRONMENTAL SERVICES 5 WIDE	101	LOTS 4-10 INCLUSIVE, 13, 16, 18-22 INCLUSIVE, 31, 32, 35, 36, 39, 40, 43-47 INCLUSIVE, 52-58 INCLUSIVE, 61, 63-64 INCLUSIVE, 68, 70, 71, 75, 76, 78, 89-91 INCLUSIVE, 93 TO 95 INCLUSIVE, 98, 99, 102, 103, 104 IN DP270249
		102	LOTS 4-10 INCLUSIVE, 13, 16, 18-22 INCLUSIVE, 31, 32, 35, 36, 39, 40, 43-47 INCLUSIVE, 52-58 INCLUSIVE, 61, 63-64 INCLUSIVE, 68, 70, 71, 75, 76, 78, 89-91 INCLUSIVE, 93 TO 95 INCLUSIVE, 98, 99, 101, 103, 104 IN DP270249
		103	LOTS 4-10 INCLUSIVE, 13, 16, 18-22 INCLUSIVE, 31, 32, 35, 36, 39, 40, 43-47 INCLUSIVE, 52-58 INCLUSIVE, 61, 63-64 INCLUSIVE, 68, 70, 71, 75, 76, 78, 89-91 INCLUSIVE, 93 TO 95 INCLUSIVE, 98, 99, 101, 102, 104 IN DP270249
		104	LOTS 4-10 INCLUSIVE, 13, 16, 18-22 INCLUSIVE, 31, 32, 35, 36, 39, 40, 43-47 INCLUSIVE, 52-58 INCLUSIVE, 61, 63-64 INCLUSIVE, 68, 70, 71, 75, 76, 78, 89-91 INCLUSIVE, 93 TO 95 INCLUSIVE, 98, 99, 101, 102, 103 IN DP270249

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 (DOC.15)  
 (Sheet 3 of 8 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 51 DP270249  
 covered by Subdivision Certificate  
 No...9100.....

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:
2	EASEMENT FOR DRAINAGE OF WATER 3.2 WIDE	LOT 104 DP270249	LOT 103 DP 270249

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 (DOC.15)  
(Sheet 4 of 8 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 51 DP270249  
covered by Subdivision Certificate  
No...9180.....

## Part 2 (Terms)

### 1. Terms of Easement for Environmental Services 5 wide numbered 1 in the plan

- (a) The Grantor of the lot benefitted has the unrestricted right:
- (i) to the free and uninterrupted storage and passage of a Service through each Lot Burdened, and
  - (ii) to do anything reasonably necessary for that purpose, including:
    - (a) entering the Lot Burdened with or without vehicles,
    - (b) taking anything on to the Lot Burdened,
    - (c) using any Equipment and any Conducting Medium on the Lot Burdened,
    - (d) carrying out work including constructing, placing, repairing and maintaining any Equipment and any Conducting Medium.
- (b) In exercising those powers, the Grantor must:
- (i) ensure all work is done promptly and properly,
  - (ii) cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened,
  - (iii) cause as little damage as is practicable to the Lot Burdened,
  - (iv) promptly restore the Lot Burdened as nearly as is practicable to its former condition,
  - (v) and promptly make good any collateral damage.
- (c) The Conducting Medium in a Lot Burdened must be maintained in good order and repair:
- (i) If the Conducting Medium is used exclusively by a Grantee, by that Grantee, and
  - (ii) If the Conducting Medium is used by more than one Grantee, by those Grantees jointly and severally in proportion to their respective use of the Conducting Medium.
- (d) Where a Conducting Medium is not maintained in good order and repair, a Grantee may carry out work to place the Conducting Medium in good order and repair and may:
- (i) do anything reasonably necessary for that purpose, including

**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 (DOC.15)  
(Sheet 5 of 8 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 51 DP270249  
covered by Subdivision Certificate  
No. 1182.....

- (a) entering into the Lot Burdened with or without vehicles
- (b) taking anything on to the Lot Burdened
- (c) using any Equipment and Conducting Medium on the Lot
- (d) carrying out work including constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) recovering the costs of doing so from each other Grantee in proportion to their respective use of the Conducting Medium.
- (e) Where a Conducting Medium is not maintained in good order and repair, the Grantor may carry out work to place the Conducting Medium in good order and repair and may:
  - (i) do anything reasonably necessary for that purpose, including carrying out work including, constructing, replacing, repairing and maintaining any Equipment and Conducting Medium, and
  - (ii) without prejudice to its rights for any breach of (c), recover the costs of doing so from each Grantee in proportion to their respective use of the Conducting Medium.
- (f) Each Grantee may only do a thing under this easement within the Easement Site.

**Name of Authority empowered to release, vary or modify Easement for Drainage of Wide 3.2 Wide, numbered 2 in the Plan:**

Newcastle City 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 (DOC.15)  
(Sheet 6 of 8 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 51 DP270249  
covered by Subdivision Certificate  
No. 9180.....

Executed by **Steel River Estate Pty Limited**  
(ACN 613 527 021) in accordance  
With Section 127 of the Corporations Act  
2001 (Cth) by:



.....  
Signature of Director (SOLE DIRECTOR)

.....  
Signature of Director/Secretary

**BRUCE WARREN BAUDINET**  
.....  
Name of Director

.....  
Name of Director/Secretary

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 (DOC.15)  
(Sheet 7 of 8 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 51 DP270249  
covered by Subdivision Certificate  
No. 9180.....

Signed, sealed and delivered for an on behalf  
of **National Australia Bank Limited**  
(ABN 12 004 044 937) by its attorneys under  
Power of Attorney Registered Book \_\_\_\_\_  
No. \_\_\_\_\_

.....  
Signature of Attorney

.....  
Signature of Witness

.....  
Name of Attorney

.....  
Name of Witness

.....  
Position of Attorney

.....  
Address of Witness

Mortgage under Mortgage No. AK862108  
Signed at ADFA this 26<sup>th</sup> day of  
JULY 2017 for National  
Australia Bank Limited ABN 12 004 044 937  
by HUGH MINCHAM BAILEY  
its duly appointed Attorney under Power of  
Attorney No. 39 Book 4512

.....  
Hugh Bailey  
Level 3 Attorney

.....  
Witness/Bank Officer  
JACOBI DAVID MODRA

22-28 KING WILLIAM STREET  
ADELAIDE SA 5000.

.....  
ADDRESS OF WITNESS

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 (DOC.15)  
(Sheet 8 of 8 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 51 DP270249  
covered by Subdivision Certificate  
No. 9189.....

EXECUTED on behalf of **NEWCASTLE CITY COUNCIL** by its Authorised Delegate in accordance with Section 377 of the Local Government Act 1919 by:

[Signature]  
Signature of Witness

WILL TOOSE  
Signature of Authorised Delegate

Erika Broadbent  
Name of Witness

William Toose  
Authorised Delegate's Name

c/- 281 King Street  
Address of Witness Newcastle

Senior  
Development Officer  
Authority of Delegate

REGISTERED  21.9.2017



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 (DOC.16)

(Sheet 1 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 105 DP270249 covered by  
 Subdivision Certificate No: 9245

Full name and address of the owner of  
 the land:

Steel River Estate Pty Limited  
 (ACN 613 527 021)  
 Suite 5 Level 5  
 66 Hunter Street  
 SYDNEY NSW 2000

Full name and address of the  
 Mortgagee of the Land:

National Australia Bank Limited  
 (ABN 12 004 044 937)  
 Level 1  
 800 Bourke Street  
 DOCKLANDS VIC 3008

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)	Benefitted lot(s), road(s), bodies or prescribed authorities
1	Easement for Environmental Services 5 Wide	106	<sup>8</sup> Lots 4 - <del>40</del> inclusive; CP/SP96633 10, 13, 16, 18 - 22 inclusive; 31, 32, 35, 36, 39, 40, 43 - 47 inclusive; 52 - 58 inclusive; 61, 63 - 64 inclusive; 68, 70, 71, 75, 76, 78, 89 - 91 inclusive; 93 to 95 inclusive; and 98, 99, 101, 102, 103, 104, 107 to 111 inclusive in DP270249.
		107	<sup>8</sup> Lots 4 - <del>40</del> inclusive; CP/SP96633 10, 13, 16, 18 - 22 inclusive; 31, 32, 35, 36, 39, 40, 43 - 47 inclusive; 52 - 58 inclusive; 61, 63 - 64 inclusive; 68, 70, 71, 75, 76, 78, 89 - 91 inclusive; 93 to 95 inclusive; and 98, 99, 101, 102, 103, 104, 106, 108 - 111 inclusive in DP270249.
		108	<sup>8</sup> Lots 4 - <del>40</del> inclusive; CP/SP96633 10, 13, 16, 18 - 22 inclusive; 31, 32, 35, 36, 39, 40, 43 - 47 inclusive; 52 - 58 inclusive; 61, 63 - 64 inclusive; 68, 70, 71, 75, 76, 78, 89 - 91 inclusive; 93 to 95 inclusive; and 98, 99, 101, 102, 103, 104, 106, 107, 109, 110, 111 in DP270249.

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 (DOC.16)  
 (Sheet 2 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 105 DP270249 covered by  
 Subdivision Certificate No: 9245

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)	Benefitted lot(s), road(s), bodies or prescribed authorities
1 (cont.)	Easement for Environmental Services 5 Wide	110	<sup>8</sup> Lots 4 - 10 inclusive; CP/SP96633 10, 13, 16, 18 - 22 inclusive; 31, 32, 35, 36, 39, 40, 43 - 47 inclusive; 52 - 58 inclusive; 61, 63 - 64 inclusive; 68, 70, 71, 75, 76, 78, 89 - 91 inclusive; 93 to 95 inclusive; 98, 99, 101, 102, 103, 104, 106, 107, 108, 109, 111 in DP270249.
		111	<sup>8</sup> Lots 4 - 10 inclusive; CP/SP96633 10, 13, 16, 18 - 22 inclusive; 31, 32, 35, 36, 39, 40, 43 - 47 inclusive; 52 - 58 inclusive; 61, 63 - 64 inclusive; 68, 70, 71, 75, 76, 78, 89 - 91 inclusive; 93 to 95 inclusive; 98, 99, 101, 102, 103, 104, 106, 107, 108, 109, 110 in DP270249.
2	Easement for Electricity and Other Purposes 2 Wide	Lot 110 DP270249	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)
3	Easement for Electricity and Other Purposes 5.3 Wide	Lot 110 and 111 DP270249	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)
4	Right of Way 5.3 Wide	Lot 110 and 111 DP270249	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)

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 (DOC.16)

(Sheet 3 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 106 DP270249 covered by  
 Subdivision Certificate No: 9245

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)	Benefitted lot(s), road(s), bodies or prescribed authorities
5	Easement for Access, Drainage of Water and Services 5 Wide	Lot 107 DP270249  Lot 108 DP270249	Lots 106, 108, 109, 110 in DP270249.  Lots 106, 107, 109, 110 in DP270249.
6	Easement for Drainage of Water 3 Wide and Variable Width	Lot 107 DP270249  Lot 108 DP270249	Lots 106, 108, 109 and 110 in DP270249.  Lots 106, 107, 109 and 110 in DP270249.
7	Restriction on the Use of Land	Lot 107 and 108 DP270249	Newcastle City 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 (DOC.16)  
(Sheet 4 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 105 DP270249 covered by  
Subdivision Certificate No: 9245

## Part 2 (Terms)

### 1. Terms of Easement for Environmental Services 5 Wide Numbered 1 in the Plan

- a) The Grantor of the lot benefitted has the unrestricted right:
- (i) To the free and uninterrupted storage and passage of a service through each Lot Burdened.
  - (ii) To do anything reasonably necessary for that purpose, including:
    - (a) Entering the Lot Burdened with or without vehicles;
    - (b) Taking anything on to the Lot Burdened;
    - (c) Using any equipment and any conducting medium on the Lot Burdened; and
    - (d) Carrying out work including constructing, placing, repairing and maintaining any equipment and any conducting medium.
- b) In exercising those powers, the Grantor must:
- (i) Ensure all work is done promptly and properly.
  - (ii) Cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened.
  - (iii) Cause as little damage as is practicable to the Lot Burdened.
  - (iv) Promptly restore the Lot Burdened as nearly as is practicable to its former condition.
  - (v) Promptly make good any collateral damage.
- c) The conducting medium in a Lot Burdened must be maintained in good order and repair:
- (i) If the conducting medium is used exclusively by a Grantee, by that Grantee.
  - (ii) If the conducting medium is used by more than one Grantee, by those Grantees jointly and severally in proportion to their respective use of the conducting medium.
- d) Where a conducting medium is not maintained in good order and repair, a Grantee may carry out work to place the conducting medium in good order and repair and may:
- (i) Do anything reasonably necessary for that purpose, including:
    - a) Entering into the Lot Burdened with or without vehicles;
    - b) Taking anything on to the Lot Burdened;

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 (DOC.16)  
(Sheet 5 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 105 DP270249 covered by  
Subdivision Certificate No: 9245

- c) Using any equipment and conducting medium on the lot; and
- d) Carrying out work including constructing, replacing, repairing and maintaining any equipment and conducting medium.
  - (ii) Recovering the costs of doing so from each other Grantee in proportion to their respective use of the conducting medium.
- e) Where a conducting medium is not maintained in good order and repair, the Grantor may carry out work to place the conducting medium in good order and repair and may:
  - (i) Do anything reasonably necessary for that purpose including carrying out work including constructing, replacing, repairing and maintaining any equipment and conducting medium.
  - (ii) Without prejudice to its rights for any breach of (c), recover the costs of doing so from each Grantee in proportion to their respective use of the conducting medium.
- f) Each Grantee may only do a thing under this easement within the easement site.

**2. Terms of Easement for Electricity and Other Purposes Numbered 2 and 3 in the Plan**

An easement is created on the terms and conditions set out in Memorandum Registered Number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

***Name of Authority to release, vary or modify Easement for Electricity and Other Purposes numbered 2 and 3 in the Plan***

Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)

**3. Terms of Right of Way 5.3 Wide Numbered 4 in the Plan**

A right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 together with the right to park vehicles upon the right of carriageway.

***Name of Authority to release, vary or modify Right of Way 5.3 Wide numbered 4 in the Plan***

Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)

**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 (DOC.16)

(Sheet 6 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 105 DP270249 covered by  
Subdivision Certificate No: 9245

**4. Terms of Easement for Access, Drainage of Water and Services Numbered 5 in the Plan**

An easement for access within the meaning of Part 14 of Schedule 8 of The Conveyancing Act 1919 as amended.

An easement for the drainage of water within the meaning of Part 8 of Schedule 8 of The Conveyancing Act 1919 as amended.

An easement for services within the meaning of Part 11 of Schedule 8 of The Conveyancing Act 1919 as amended.

The lots having benefit of the easement are to contribute towards the costs for the maintenance and repair of stormwater infrastructure, onsite detention tanks and concrete access ways within the site of the easement. The contribution for the maintenance and repair is to be proportional to the respective unit entitlements of the benefited lots.

**5. Terms of Easement for the Drainage of Water 3 Wide and Variable Width Numbered 6 in the Plan**

An easement for the drainage of water within the meaning of Part 8 of Schedule 8 of The Conveyancing Act 1919 as amended.

The lots having benefit and burden of the easement are to contribute towards the costs for the maintenance and repair of stormwater infrastructure and landscaping within the site of the easement. The contribution for the maintenance and repair is to be proportional to the respective unit entitlements of the benefited and burdened lots.

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 (DOC.16)

(Sheet 7 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 105 DP270249 covered by  
Subdivision Certificate No: 9245

**6. Terms of Restriction on the Use of Land Numbered 7 in the Plan**

- a) The obstruction in any manner of the open 'floodway' under the occupied buildings as shown on the approved building plans are to be prohibited
- b) Internal fencing, including adjustments to boundary fences within the overland flow path are to be of open mesh or rod style construction

***Name of Authority to release, vary or modify Restriction on the Use of Land numbered 8 in the Plan***

Newcastle City Council

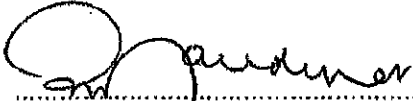
ePlan (DOC.16)

(Sheet 8 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 105 DP270249 covered by  
Subdivision Certificate No: 9245

Executed by Steel River Estate Pty Limited  
(ACN 613 527 021) in accordance with  
Section 127 of the Corporations Act  
2001 (Cth) by:



.....  
Signature of Sole Director / Company Secretary

.....  
BRUCE WARREN BAUDINET

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



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 (DOC.16)

(Sheet 9 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 105 DP270249 covered by Subdivision Certificate No: 9245

Signed, sealed and delivered for and on behalf of **National Australia Bank Limited** (ABN 12 004 044 937) by its attorneys under Power of Attorney Registered Book \_\_\_\_\_ No. \_\_\_\_\_

.....  
Signature of Attorney


.....  
Signature of Witness

.....  
Name of Attorney

.....  
Name of Witness

.....  
Position of Attorney

.....  
Address of Witness

Signed in my presence by	NATIONAL AUSTRALIA BANK LIMITED
who is either personally known to me or has satisfied me as to his or her identity, as attorney for National Australia Bank Limited	by its Attorney
	who holds the position of Level 3 Attorney
Signature of Witness	P/A No. 10364492
Harrison Mordakh	HUGH BAILEY
Print Full Name of Witness	Name of Attorney
22 King William St	
ADELAIDE SA 5000	
Address of Witness	
Business Hours: Telephone number 08 8467 6249	


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.

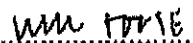
ePlan (DOC.16)  
(Sheet 10 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 105 DP270249 covered by  
Subdivision Certificate No: 9245

EXECUTED on behalf of NEWCASTLE CITY  
COUNCIL by its Authorised Delegate in  
accordance with Section 377 of the Local  
Government Act 1919 by:

  
.....  
Signature of Witness

  
.....  
Signature of Authorised Delegate

ERIKA BROADBENT  
.....  
Name of Witness

WILLIAM TOOSE  
.....  
Authorised Delegate's Name

C/- 282 KING STREET  
.....  
Address of Witness NEWCASTLE

SENIOR DEVELOPMENT  
.....  
Authority of Delegate OFFICER

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 (DOC.16)

(Sheet 11 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 105 DP270249 covered by Subdivision Certificate No: 9245

Signed sealed and delivered for and on behalf of )  
Alpha Distribution Ministerial Holding )  
Corporation (ABN 67 505 337 385) )

*[Signature]*  
Signature of Agent for MICHAEL PRATT, NSW Treasury Secretary (NSW Treasurer's Delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation

*[Signature]*  
Signature of Witness

RICHARD DEW  
Print Name of Agent

KEVIN PEK  
Print Name of Witness

52 Martin Place, Sydney  
Address of Witness



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 (DOC.17)  
 (Sheet 1 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 95 DP270249 covered by  
 Subdivision Certificate No: 927Z

Full name and address of the owner of  
 the land:

Steel River West Pty Limited  
 (ACN 618 054 550)  
 Suite 5 Level 5  
 66 Hunter Street  
 SYDNEY NSW 2000

Full name and address of the  
 Mortgagee of the Land:

Westpac Banking Corporation  
 (ABN 33 007 457 141)  
 275 Kent Street  
 SYDNEY NSW 2000

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)	Benefitted lot(s), road(s), bodies or prescribed authorities
1	Easement for Environmental Services 5 Wide	112	Lots 4 - 8 Inclusive; CP/96633, 10 13, 16, 18 - 22 Inclusive; 31, 32, 35, 36, 39, 40, 43 - 47 Inclusive; 52 - 58 Inclusive; 61, 63 - 64 Inclusive; 68, 70, 71, 75, 76, 78, 89 - 91 Inclusive; <del>93 to 94</del> <del>93 to 95</del> Inclusive; and 98, 99, 101, 102, 103, 104, 107 to 111 Inclusive; 113-115 Inclusive in DP270249.
		113	Lots 4 - 8 Inclusive; CP/96633, 10 13, 16, 18 - 22 Inclusive; 31, 32, 35, 36, 39, 40, 43 - 47 Inclusive; 52 - 58 Inclusive; 61, 63 - 64 Inclusive; 68, 70, 71, 75, 76, 78, 89 - 91 Inclusive; <del>93 to 94</del> <del>93 to 95</del> Inclusive; and 98, 99, 101, 102, 103, 104, 106, 108 - 111 Inclusive; 112, 114, 115 in DP270249.
		114	Lots 4 - 8 Inclusive; CP/96633, 10 13, 16, 18 - 22 Inclusive; 31, 32, 35, 36, 39, 40, 43 - 47 Inclusive; 52 - 58 Inclusive; 61, 63 - 64 Inclusive; 68, 70, 71, 75, 76, 78, 89 - 91 Inclusive; <del>93 to 94</del> <del>93 to 95</del> Inclusive; and 98, 99, 101, 102, 103, 104, 106, 107, 109, 110, 111, 112, 113, 115 in DP270249.

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 (DOC.17)  
 (Sheet 2 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 95 DP270249 covered by  
 Subdivision Certificate No: 9272

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)	Benefitted lot(s), road(s), bodies or prescribed authorities
1 (cont.)	Easement for Environmental Services 5 Wide	115	Lots 4 - 8 inclusive; CP/96633, 10 13, 16, 18 - 22 inclusive; 31, 32, 35, 36, 39, 40, 43 - 47 inclusive; 52 - 58 inclusive; 61, 63 - 64 inclusive; 68, 70, 71, 75, 76, 78, 89 - 91 inclusive; <del>93 to 94</del> <del>98 to 99</del> inclusive; 98, 99, 101, 102, 103, 104, 106, 107, 108, 109, 110-114 inclusive in DP270249.

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 (DOC.17)

(Sheet 3 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 95 DP270249 covered by Subdivision Certificate No: 9272

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefitted lot(s), road(s), bodies or prescribed authorities
1	Right of Access 8.5 Wide (DP270249) (Doc 12)	Lot 95 DP270249	Hunter Water Corporation (ABN 46 228 513 446)
2	Easement for Electricity and Other Purposes 2 Wide (DP270249)(Doc12)	Lot 95 DP270249	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)
3	Easement for Watermain 4 Wide (DP270249)(Doc12)	Lot 95 DP270249	Hunter Water Corporation (ABN 46 228 513 446)
4	Easement for Drainage of Water 2 Wide (DP270249)(Doc12)	That part of Lot 95 DP270249 designated the extension of Riverside Drive	Lot 98 DP270249
5	Easement for Access and Maintenance Variable Width (DP270249)(Doc1)	That part of Lot 95 DP270249 designated the extension of Riverside Drive	Lot 24 DP270249

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 (DOC.17)  
(Sheet 4 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 95 DP270249 covered by  
Subdivision Certificate No: 9272

## Part 2 (Terms)

### 1. Definitions

The following words and expression in this Instrument have the following meanings:

**Conducting Medium** means any wire, cable, pipe, line, duct, drain and other apparatus through or in which a Service passes or is stored or is contained

**Easement for Environmental Services** means the easement for environmental services firstly referred to in the Plan.

**Easement Site** means that part of the Lot Burdened indicated on the Plan

**Equipment** includes any water quality ponds, pipes, machinery or associated equipment

**Grantee** means the registered proprietor from time to time of the relevant Lot Benefitted.

**Grantor** means the registered proprietor for the time being of the relevant Lot Burdened.

**Industrial Service** means any service associated with the industry being conducted on the lot which has the benefit of the Easement for Environmental Services

**Instrument** means this section 88B Instrument

**Lot** means either a burdened or benefitted lot

**Lot Benefitted** means the land which has the benefit of the relevant easement, restriction or covenant

**Lot Burdened** means the land which has the burden of the relevant easement, restriction or covenant and includes all improvements, structures, Equipment and Conduction Media on it.

**Plan** means the plan to which this Instrument relates

**Service** means a water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, television, radio impulses, radio signals and includes an Industrial Service.

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 (DOC.17)

(Sheet 5 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 95 DP270249 covered by  
Subdivision Certificate No: 9272

**2. Terms of Easement for Environmental Services 5 Wide Numbered 1 in the Plan**

- a) The Grantor of the lot benefitted has the unrestricted right:
- (i) To the free and uninterrupted storage and passage of a service through each Lot Burdened.
  - (ii) To do anything reasonably necessary for that purpose, including:
    - (a) Entering the Lot Burdened with or without vehicles;
    - (b) Taking anything on to the Lot Burdened;
    - (c) Using any equipment and any conducting medium on the Lot Burdened; and
    - (d) Carrying out work including constructing, placing, repairing and maintaining any equipment and any conducting medium.
- b) In exercising those powers, the Grantor must:
- (i) Ensure all work is done promptly and properly.
  - (ii) Cause as little inconvenience as is practicable to the owners and occupiers of the Lot Burdened.
  - (iii) Cause as little damage as is practicable to the Lot Burdened.
  - (iv) Promptly restore the Lot Burdened as nearly as is practicable to its former condition.
  - (v) Promptly make good any collateral damage.
- c) The conducting medium in a Lot Burdened must be maintained in good order and repair:
- (i) If the conducting medium is used exclusively by a Grantee, by that Grantee.
  - (ii) If the conducting medium is used by more than one Grantee, by those Grantees jointly and severally in proportion to their respective use of the conducting medium.
- d) Where a conducting medium is not maintained in good order and repair, a Grantee may carry out work to place the conducting medium in good order and repair and may:
- (i) Do anything reasonably necessary for that purpose, including:
    - a) Entering into the Lot Burdened with or without vehicles;
    - b) Taking anything on to the Lot Burdened
    - c) Using any equipment and conducting medium on the lot; and



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 (DOC.17)

(Sheet 6 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 95 DP270249 covered by  
Subdivision Certificate No: 9272

- d) Carrying out work including constructing, replacing, repairing and maintaining any equipment and conducting medium.
  - (ii) Recovering the costs of doing so from each other Grantee in proportion to their respective use of the conducting medium.
- e) Where a conducting medium is not maintained in good order and repair, the Grantor may carry out work to place the conducting medium in good order and repair and may:
  - (i) Do anything reasonably necessary for that purpose including carrying out work including constructing, replacing, repairing and maintaining any equipment and conducting medium.
  - (ii) Without prejudice to its rights for any breach of (c), recover the costs of doing so from each Grantee in proportion to their respective use of the conducting medium.
- f) Each Grantee may only do a thing under this easement within the easement site.

Instrument setting out terms of Easements or Profits à Prendre intended to be created or

This is Sheet 6 of a 11 Sheet Instrument - (170137DPA)

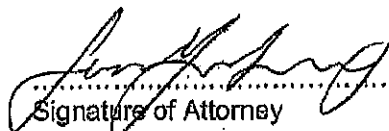
released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

ePlan (DOC.17)  
(Sheet 7 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 95 DP270249 covered by  
Subdivision Certificate No: 9272

Executed by BHP Billiton Limited by its  
Duly constituted attorney pursuant to  
Power of Attorney dated 5th day of  
July 2017  
Registered Book 4123 No. 560

  
.....  
Signature of Attorney  
SARAH KAYE BAILEY  
.....  
Name of Attorney

  
.....  
Signature of Witness

RAYMOND MARTEN  
.....  
Name of Witness

14 CANOE BARK WAY, NEW LAMBTON HEIGHTS, NSW, 2305  
.....  
Address of Witness

Instrument setting out terms of Easements or Profits à Prendre intended to be created or

This is Sheet 7 of a 11 Sheet Instrument - (170137DPA)

released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

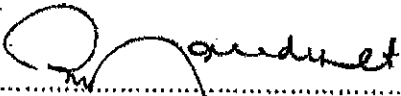
ePlan (DOC.17)

(Sheet 8 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 95 DP270249 covered by  
Subdivision Certificate No: 4272

Executed by Steel River West Pty Limited  
(ACN 618 054 550) in accordance with  
Section 127 of the Corporations Act  
2001 (Cth) by:



.....  
Signature of Sole Director/Company Secretary

BRUCE WARREN BAUDINET

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

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 (DOC.17)

(Sheet 9 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 95 DP270249 covered by  
Subdivision Certificate No: 9272.

Signed, sealed and delivered for an on behalf  
of Westpac Banking Corporation  
(ABN 33 007 457 141) by its attorneys under  
Power of Attorney Registered Book \_\_\_\_\_  
No. \_\_\_\_\_

.....  
Signature of Attorney

.....  
Signature of Witness

.....  
Name of Attorney

.....  
Name of Witness

.....  
Position of Attorney

.....  
Address of Witness

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.

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

INSTRUMENT  
in my presence.

\* Lisen Plan \* Lease  
\* Instrument \* Deed

*Tracy Chambers*  
Signature of Witness

.....  
Signature

*TRACY CHAMBERS*  
Name of Witness

*GRAEME NEIL GROUCH*  
Name of Attorney  
TIER THREE ATTORNEY  
UNDER POWER OF ATTORNEY  
BOOK 4299 NO 332  
\*Delete whichever not applicable

*LEVEL 7 57 DONALD STREET*  
Address of Witness  
*HAMILTON NSW 2303*

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 (DOC.17)

(Sheet 10 of 11 sheets)

Plan: **DP270249**

Plan of Subdivision of Lot 95 DP270249 covered by  
Subdivision Certificate No: 9272

Signed for and on behalf of Hunter Water )  
Corporation ABN 46 228 513 446 by its attorney )  
under a Power of Attorney Registered Book 4695 No. 150 )  
and the Attorney declares that the Attorney has not )  
received notice of the revocation of such Power of )  
Attorney in the presence of: )  
)  
)

.....  
Signature of Witness

.....  
Signature of Attorney

*Mark Raymond Hickoy*  
.....  
Print name of Witness

*36 HONEY SUCKLE DRIVE*  
.....  
Address of Witness *NEWCASTLE 2300*

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.

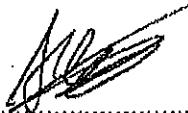
ePlan (DOC.17)

(Sheet 11 of 11 sheets)

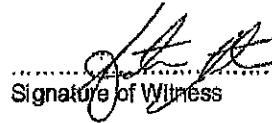
Plan: **DP270249**

Plan of Subdivision of Lot 95 DP270249 covered by  
Subdivision Certificate No: 9272

Signed sealed and delivered for and on behalf of )  
Alpha Distribution Ministerial Holding )  
Corporation (ABN 67 505 337 385) )



.....  
Signature of Agent for Michael Pratt, NSW  
Treasury Secretary (NSW Treasurer's Delegate  
under delegation dated 24 November 2015), on  
behalf of Alpha Distribution Ministerial Holding  
Corporation



.....  
Signature of Witness

**ANGELO WILLETOS**

.....  
Print Name of Agent

**ANNETTE MARTINS**

.....  
Print Name of Witness

**52 Martin Place Sydney**

.....  
Address of Witness

REGISTERED



26.3.2018

Form: 15CB  
Release: 32

**CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900



**AK948949P**

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 98B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** For the common property  
CP/SP 79169

(B) **LODGED BY**

Document Collection Box  <b>330B</b>	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA DX 11609 SYDNEY DOWNTOWN	CODE  <b>CB</b>
	Reference: Don Barrera 02 8216 0311	

- (C) The Owners-Strata Plan No. 79169 certify that pursuant to a resolution passed on 27 October 2016 and  
 (D) in accordance with the provisions of Section 52 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—  
 (E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. Special by-law no. 1  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below:

See annexure



(F) The common seal of the Owners-Strata Plan No. 79169 was affixed on 17 November 2016 in the presence of—

Signature(s):

Name(s): Lisa Branson

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

**STRATA PLAN 79169**  
**ANNEXURE**

**SPECIAL BY-LAW NO. 1**      **Installation of Solar Panels**

**Right To Install Solar Panels**

1. On the conditions set out in this by-law an owner of lots 1 to 12 shall pursuant to section 52 of the *Strata Schemes Management Act 1996* have a special privilege in respect of the common property to install solar panels and/or photovoltaic systems (the "Solar Panels") on the common property roof in the locations detailed in this by-law and to connect those Solar Panels by means of wires, pipes and conduit through the roof space above the lot and the ceiling of the lot to a hot water system installed in the lot or to energy storage systems installed in the lot, the strata scheme or the electricity grid as applicable and a right of exclusive use and enjoyment of that part of the common property affected by the Installation of the Solar Panels and hot water system incorporating:

- a. the Installation of the Solar Panels in a location approved by the executive committee (as deemed appropriate by the executive committee acting reasonably); and
- b. the connection of those Solar Panels by means of wires, pipes and conduit through the common property roof space and the penetration of the ceiling above the lot, to a hot water system installed in the Lot and/or to an energy storage system installed in the lot, elsewhere in the strata scheme or to the electricity grid as appropriate and, to the extent that the installation of the hot water system or the Solar Panels involves the penetration of common property walls or slabs in the lot

with all such work referred to in this by-law as the "Works".

**Conditions - Prior to conducting the Works**

2. Prior to conducting the Works, the owner of the relevant lot must:

- a. provide to the executive committee a copy of any applicable specifications for the Solar Panels, including the make and model;
- b. provide to the executive committee a plan depicting the proposed site of the Solar Panels and any connections as part of the Works;
- c. provide to the executive committee the licensing details of the contractor installing the Works and details of the insurances effected by that contractor with a reputable insurance company reasonably satisfactory to the Owners Corporation for contractor's all risk Insurance incorporating public liability Insurance in an amount of not less than \$5,000,000 and for workers' compensation in accordance with applicable legislation;
- d. ensure that all necessary consents for the Works are applied for and granted from Newcastle City Council or any other governmental agency and provide a copy of that consent to the executive committee; and
- e. on the basis of the foregoing, obtain the consent of the executive committee (acting reasonably) to the Works being conducted.





- f. In giving its consent to the Works being conducted, the executive committee (acting reasonably) may impose conditions or require changes including, without limitation that the path of the wiring or positioning of the Solar Panels be changed to render the external appearance more aesthetically in keeping with the building;

#### **Conditions - Conducting the Works**

3. In installing the Solar Panels and conducting the Works, the owner must ensure as far as is practicable that:
  - a. the installation of the Solar Panels is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia;
  - b. the Solar Panels are installed substantially in accordance with the specifications and plan submitted to the executive committee for approval in accordance with paragraphs 2 (a) & (b) of this by-law and substantially in accordance with any relevant consent for the Works from Newcastle City Council or other relevant governmental consent authority;
  - c. reasonable precautions are taken to protect areas outside the lot from damage by the Works;
  - d. all construction materials, equipment, debris and other material associated with the Works are transported across common property in the manner reasonably directed by the executive committee; and
  - e. the Works do not interfere with or damage the common property or interfere with or damage the property of any lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.

#### **Conditions - Completion of the Works**

4. On completion of Works the owner must:
  - a. ensure that the contractor conducting the Works removes from the strata scheme all debris resulting from or associated with the Works as soon as practicable;
  - b. if the approval of Newcastle City Council or any other relevant governmental authority is required in order to conduct the Works, provide the executive committee with a copy of a certificate provided by or to Newcastle City Council or other governmental authority certifying that the Works complies with any conditions of any requisite approval.

#### **Other Rights and Obligations**

5. The owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the Works whenever that damage may occur.
6. The Works must be undertaken at the cost of the owner.
7. The owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the Works and must keep the Works in a state of good and serviceable repair and must renew or replace the Works whenever it becomes worn out or damaged.

8. The Works remain a fixture of the lot owner with the benefit of the Works.

9. Each owner must insure the Works for their lot under their personal insurance for their lot.

10. Where required in that approval, the ability of the common property to support the load must be certified by an appropriately qualified person.

**Right to Remedy Default**

11. If the owner fails to comply with any obligation under this by-law, then the owners corporation may:

- a. carry out all work necessary to perform that obligation;
- b. enter upon any part of the lot to carry out that work
- c. recover the costs of carrying out that work from the owner, and
- d. the owner shall indemnify the owners corporation against any legal action or liability flowing from the action of the owners corporation pursuant to this clause.

12. The provisions of this clause are in addition to and not in derogation of any provision of the Act.

THE COMMON SEAL of **THE OWNERS – STRATA PLAN 79169** was affixed on 17 November 2016 in the presence of

Name(s): Lisa Branson

Signature(s):.....  
being the person(s) authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



# COMMUNITY MANAGEMENT STATEMENT

## STEEL RIVER

**DATE** This Community Management Statement is dated  
day of , 2001.

**PROJECT** Steel River, Mayfield West, Newcastle

**PARTIES BOUND** The terms of this Management Statement are binding on --


- (a) The Community Association
- (b) Each Subsidiary Body, and
- (c) Each person who is an Owner, Tenant, Occupier or Mortgagee of a Community Development Lot, a Neighbourhood Lot or a Strata Lot.

**SCHEDULES**

- Schedule 1 - Dictionary
- Schedule 2 - Rules for Interpretation
- Schedule 3 - Community Environmental Management Plan
- Schedule 4 - ~~Contaminant~~ Guidelines  
AMMENDED SEE MARGINAL NOTE

AMENDMENT TO MANAGEMENT STATEMENT  
9229689 REFERENCE TO CONTAMINATION  
GUIDELINES AMMENDED TO CONSTRUCTION  
GUIDELINES SEE ANNEXURE "C"



REGISTERED  29.2.2001

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

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AMENDMENT TO MANAGEMENT STATEMENT  
9929689 REFERENCE TO CONTAMINATION  
GUIDELINES AMENDED TO CONSTRUCTION  
GUIDELINES SEE ANNEXURE "C"

REGISTERED  23.2.2001

# DP270249

## PART 1 - BY-LAWS FIXING DETAILS OF DEVELOPMENT

*These by-laws concern the control and preservation of the essence or theme of the Community Scheme and may only be amended or revoked by a unanimous resolution of the Community Association - see section 17(2) of the Management Act.*

### 1. ECO-INDUSTRIAL ESTATE

#### 1.1 Objectives

It is the objective of the Community Association and the Owners that -

- (a) the Estate is a leading eco-industrial park
- (b) the Community Association is operated in such a manner as to satisfy the requirements of the Environmental Envelope, and
- (c) procedures and controls are established to ensure Lots are developed, managed and used to achieve the objectives in paragraphs (a) and (b).

#### 1.2 Estate

The Estate may only be developed, used and managed for purposes consistent with the Objectives.

### 2. DESIGN AND LANDSCAPE GUIDELINES

#### 2.1 SIAS Design and Landscape Guidelines

The Community Association and the Parties are bound by the SIAS Design and Landscape Guidelines.

#### 2.2 Estate Design and Landscape Guidelines

The Community Association and the Parties are bound by the Estate Design and Landscape Guidelines.

#### 2.3 Community Association may prescribe Estate Design and Landscape Guidelines

- (a) The Community Association may prescribe design and landscape guidelines for the Estate.
- (b) The Estate Design and Landscape Guidelines are inoperative to the extent of any inconsistency with the SIAS Design and Landscape Guidelines.

#### 2.4 Copy of Estate Design and Landscape Guidelines to be provided

If the Community Association prescribes Estate Design and Landscape Guidelines, then within a reasonable time the Community Association must deliver a copy of them to -





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- (a) each Owner, and
- (b) each Subsidiary Body.

**2.5 Community Association may amend the Estate Design and Landscape Guidelines**

- (a) The Community Association may amend the Estate Design and Landscape Guidelines by Unanimous Resolution.
- (b) The amended Estate Design and Landscape Guidelines become the Estate Design and Landscape Guidelines for the Estate.

**2.6 Application by Owner to amend the Estate Design and Landscape Guidelines**

- (a) An Owner may apply to the Community Association to amend the Estate Design and Landscape Guidelines.
- (b) A Subsidiary Body may apply to the Community Association to amend the Estate Design and Landscape Guidelines.
- (c) An application must contain sufficient detail of the proposed amendments to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments.

**2.7 Decision of Community Association**

- (a) The Community Association must refer an application to amend the Estate Design and Landscape Guidelines to a General Meeting for decision.
- (b) In order to determine an application, the Community Association may request additional information, reports or documents.
- (c) By Unanimous Resolution, the Community Association may amend the Estate Design and Landscape Guidelines.

**2.8 Copy of amended Estate Design and Landscape Guidelines to be provided**

- (a) If the Community Association amends the Estate Design and Landscape Guidelines, then within a reasonable time the Community Association must deliver a copy of the amendments to -
  - (i) each Owner, and
  - (ii) each Subsidiary Body.
- (b) If requested by an Owner or a Subsidiary Body, the Community Association must provide, at the reasonable Cost of that Owner or Subsidiary Body, a copy of the current Estate Design and Landscape Guidelines.



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- (c) If requested by an Owner, a Subsidiary Body must provide, at the reasonable Cost of that Owner, a copy of the current Estate Design and Landscape Guidelines for that Subsidiary Scheme.

3. CONTAMINATION

3.1 ~~Contamination~~ Guidelines AMMENDED SEE MARGINAL NOTE

The Community Association and the Parties are bound by the ~~Contamination~~ Guidelines. AMMENDED SEE MARGINAL NOTE

3.2 Community Association may not amend ~~Contamination~~ Guidelines

AMMENDED SEE MARGINAL NOTE

The Community Association may not amend the ~~Contamination~~ Guidelines.

AMMENDED SEE MARGINAL NOTE

3.3 Environmental Liability of Owners to the Original Proprietor

- (a) An Owner is responsible for and indemnifies and releases the Original Proprietor on matters in connection with Contamination in the manner provided by this by-law.

- (b) An Owner is responsible for and indemnifies the Original Proprietor for the Costs detailed in by-law 3.3(c) incurred by the Original Proprietor in connection with -

(i) Contamination caused by the Owner or which results from activities carried out on the Owner's Lot during the period of the Owner's ownership of the Lot

(ii) Contamination caused by, or which results from, or which arises as a result of, Development on or to the Owner's Lot during the period of the Owner's ownership of the Lot which does not comply with the ~~Contamination~~ Guidelines AMMENDED SEE MARGINAL NOTE

(iii) any exacerbation of Contamination caused by, or which results from, or which arises as a result of, Development on or to the Owner's Lot during the period of the Owner's ownership of the Lot which does not comply with the ~~Contamination~~ Guidelines, and AMMENDED SEE MARGINAL NOTE

(iv) any other breach of the ~~Contamination~~ Guidelines during the period of the Owner's ownership of the Lot which breach changes the risk of harm associated with any Contamination of the Owner's Lot. AMMENDED SEE MARGINAL NOTE

- (c) The Costs referred to in by-law 3.3(b) are -

- (i) those incurred by the Original Proprietor in complying with an Order issued at any time as a result of or in connection with Contamination of the Owner's Lot

AMMENDMENT TO MANAGEMENT STATEMENT  
9925689 REFERENCE TO CONTAMINATION  
GUIDELINES AMMENDED TO CONSISTENT WITH  
GUIDELINES SEE ANNEXURE



REGISTERED 18.7.2008

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Steel River --Community Management Statement

- (ii) those incurred by the Original Proprietor as a result of any Claim from any person arising as a result of or in connection with Contamination of the Owner's Lot
- (iii) those incurred as a result of any agreement between the Original Proprietor and any person in connection with Contamination of the Owner's Lot, and
- (iv) those incurred by way of a fine paid by the Original Proprietor arising as a result of or in connection with Contamination of the Owner's Lot.

**3.4 Environmental Liability of Owners to Other Owners**

- (a) An Owner is responsible for and indemnifies all other Parties other than the Original Proprietor (the "Other Parties") on matters in connection with Contamination in the manner provided by this by-law.
- (b) An Owner is responsible for and indemnifies each Other Party for the Costs detailed in by-law 3.4(c) incurred by the Other Party in connection with -
  - (i) Contamination caused by the Owner or which results from activities carried out on the Owner's Lot during the period of the Owner's ownership of the Lot
  - (ii) Contamination caused by, or which results from, or which arises as a result of, Development on or to the Owner's Lot during the period of the Owner's ownership of the Lot which does not comply with the Contamination Guidelines
  - (iii) any exacerbation of Contamination caused by, or which results from, or which arises as a result of, Development on or to the Owner's Lot during the period of the Owner's ownership of the Lot which does not comply with the Contamination Guidelines, and  
AMMENDED SEE MARGINAL NOTE
  - (iv) any other breach of the ~~Contamination~~ AMMENDED SEE MARGINAL NOTE Guidelines by the Owner during the period of the Owner's ownership of the Lot which breach changes the risk of harm associated with any Contamination of the Owner's Lot.
- (c) The Costs referred to in by-law 3.4(b) are -
  - (i) those incurred by the Other Party in complying with an Order issued at any time as a result of or in connection with Contamination of the Owner's Lot
  - (ii) those incurred by the Other Party as a result of any Claim from any person arising as a result of or in connection with Contamination of the Owner's Lot

AMENDMENT TO MANAGEMENT STATEMENT  
9929688  
REFERENCE TO CONTAMINATION  
GUIDELINES AMMENDED TO CONSTRUCTION  
GUIDELINES SEE ANNEXURE "C"



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(iii) those incurred as a result of any agreement between the Other Party and any person in connection with Contamination of the Owner's Lot, and

(iv) those incurred by way of a fine paid by the Other Party arising as a result of or in connection with Contamination of the Owner's Lot.

#### 4. DEVELOPMENT

##### 4.1 Community Environmental Management Plan

A Party must not -

- (a) carry out or permit to be carried out any Development on any Lot
- (b) carry out or permit to be carried out any activity on any Lot, or
- (c) use or occupy any Lot, or permit any use or occupation on any Lot,

unless it first follows the procedures set out in the Community Environmental Management Plan.

##### 4.2 Original Proprietor's Rights

Nothing in this by-law or the Community Environmental Management Plan -

- (a) affects the rights of the Original Proprietor and the Developer under by-law 9 to carry out the Project Activities, or
- (b) imposes an obligation on the Original Proprietor or the Developer to obtain consent from a Party to carry out the Project Activities.

##### 4.3 Rules

- (a) The Community Association may formulate Rules governing the use of Lots and the conduct of activities on Lots during the course of Development on Lots.
- (b) A Party must comply with those Rules which have been communicated to it and which relate to the Owner's Lot.

##### 4.4 Development Works

When carrying out any Development, a Party must -

- (a) ensure no damage to Service Lines, pipes or Services within the Community Scheme
- (b) ensure the Development is carried out in a proper and workmanlike manner



TERMS OF ASSOCIATION NOT CHECKED  
IN LAND TITLE OFFICE

AMENDMENT TO MANAGEMENT STATEMENT  
9929889 REFERENCE TO CONTAMINATION  
GUIDELINES AMENDED TO CONSTRUCTION  
GUIDELINES SEE ANNEXURE 'C'

SEE 863091 BY LAWS  
REPEALED/REPLACED 24/  
SEE ANNEXURE 'A'  
REGISTERED  
7-6-2002

REGISTERED  
1005-2-2001

- (c) ensure the Development is carried out in accordance with the requirements of all appropriate Authorities and in accordance with the terms of all consents, approvals and certificates
- (d) ensure the Development is carried out in accordance with the Contamination Guidelines, and AMENDED SEE MARGINAL NOTE
- (e) repair any damage caused to Community Property or a Subsidiary Body Lot as a result of the Development.

**5. ENVIRONMENTAL MANAGEMENT SYSTEM**

**5.1 Role of the Community Association**

- (a) Under the Subdivision Development Consent the Community Association is responsible for the estate management requirements and obligations detailed in sections 8 and 9 of the SIAS.
- (b) As one of its Functions, the Community Association has assumed the role of the estate management company contemplated by section 8 of the SIAS by administering the Environmental Management System for the Estate.

**5.2 The Environmental Management System**

- (a) The Environmental Management System encapsulates the requirements and objectives of the Environmental Envelope.
- (b) The Functions of the Community Association in connection with the Environmental Management System are -
  - (i) establishing and maintaining a Community Environmental Management Plan
  - (ii) administering the Community Environmental Management Plan.
  - (iii) approving, prescribing, amending and monitoring Owners Environmental Management Plans
  - (iv) administering the Environmental Register
  - (v) maintaining, repairing and renewing the Environmental Facilities, and
  - (vi) reporting to the Council on matters in connection with the Environmental Management Functions of the Community Association.

**5.3 Community Environmental Management Plan**

Registration of this Management Statement establishes the Community Environmental Management Plan.

#### 5.4 Owners Environmental Management Plans

- (a) An Owner must establish and maintain an Owners Environmental Management Plan for its Lot.
- (b) An Owner must comply with the provisions of the Owners Environmental Management Plan applicable to its Lot.
- (c) If a Lot is a Strata Lot -
  - (i) the Owner of the Lot is not obliged to prepare an Owners Environmental Management Plan for the Lot if the Owners Corporation has prepared an Owners Environmental Management Plan for the Strata Scheme of which the Lot forms part, and
  - (ii) an Owner is bound by the provisions of the Owners Environmental Management Plan for the Strata Scheme of which its Lot forms part.

#### 5.5 Community Association May Prescribe an Owners Environmental Management Plan

The Community Association may prescribe an Owners Environmental Management Plan for a Lot for any period the Owner of the Lot has not done so.

#### 5.6 Content of the Community Environmental Management Plan

The Community Environmental Management Plan -

- (a) must relate to activities on the Community Parcel, and
- (b) must implement the environmental requirements and standards detailed in sections 8 and 9 of the SIAS.

#### 5.7 Amending Community Environmental Management Plan

- (a) The Community Association may, with the approval of the Council, amend the Community Environmental Management Plan by Unanimous Resolution. Any amended Community Environmental Management Plan must comply with the requirements of by-law 5.6.
- (b) If the Community Association amends the Community Environmental Management Plan, the Community Association must within a reasonable time deliver a copy of the amended Community Environmental Management Plan to -
  - (i) each Owner
  - (ii) each Subsidiary Body, and
  - (iii) the Council.



- (c) An Owner may apply to the Community Association to amend the Community Environmental Management Plan as it applies to the Estate.
- (d) An application must contain sufficient detail of the proposed amendments to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments.
- (e) The Community Association must refer an application to amend the Community Environmental Management Plan to a General Meeting for decision.
- (f) The Community Association may, in order to determine an application, request additional information, reports or documents.
- (g) If requested by an Owner or a Subsidiary Body, the Community Association must provide, at the reasonable Cost of that Owner or Subsidiary Body, a copy of the current Community Environmental Management Plan.

#### 5.8 Consultants

- (a) The Community Association may engage the services of independent consultants with special skills and expertise in the relevant areas to advise and assist the Community Association in performing its Functions under this by-law 5.
- (b) Each Owner must engage the services of independent consultants with special skills and expertise in the relevant areas to advise and assist the Owner in performing its Functions under this by-law 5.

#### 5.9 Environmental Register

- (a) The Community Association must keep an environmental register.
- (b) The Environmental Register must contain such information as may be prescribed by the Community Association from time to time.
- (c) Regardless of the rights of the Community Association in by-law 5.9(b), the Environmental Register must contain the following information -
  - (i) particulars of each Lot
  - (ii) full details of the Owner of each Lot
  - (iii) full details of any Mortgagee of each Lot
  - (iv) full details of any Tenant of each Lot
  - (v) details of the Environmental Entitlements for each Lot
  - (vi) a copy of the Environmental Entitlements Certificate for each Lot



- (vii) a copy of those parts of the development consent for each Lot which contains conditions relevant to the Environmental Envelope and Environmental Entitlements
  - (viii) a copy of the current Community Environmental Management Plan for the Estate
  - (ix) a copy of the current Owners Environmental Management Plan for each Lot, and
  - (x) a copy of each report by the Community Association to the Council or any Authority in connection with the Community Association's Environmental Management Functions.
- (d) Each Owner must promptly give the Community Association the information the Community Association requires to enable the Community Association to comply with its Functions prescribed under this by-law 5.
  - (e) Each Owner must promptly give the Community Association details of any changes in the information contained in the Environmental Register so the Environmental Register is always current.
  - (f) A Party may inspect the Environmental Register on giving reasonable notice to the Community Association.

**6. ENVIRONMENTAL ENTITLEMENTS**

**6.1 No use Without Environmental Entitlements Certificate**

A Party must not -

- (a) carry out or permit to be carried out any Development on any Lot
- (b) carry out or permit to be carried out any activity on any Lot, or
- (c) use or occupy any Lot or permit any use or occupation on any Lot, unless -
  - (i) there is an Environmental Entitlements Certificate for the Lot
  - (ii) details of the Environmental Entitlements for the Lot are recorded in the Register, and
  - (iii) a copy of the Environmental Entitlements Certificate for the Lot is recorded or contained in the Register.

**6.2 No Industrial Emissions**

An Owner and Tenant of a Lot -





- (a) must not carry out any Development which would or would be likely to result in Industrial Emissions from the Lot which exceed those permitted by the Environmental Entitlements Certificate for the Lot
- (b) must not permit any Development which has Industrial Emissions which exceed those permitted by the Environmental Entitlements Certificate for the Lot to remain on the Lot
- (c) must not carry out any activity on or to the Lot in such a manner that the Industrial Emissions from the Lot exceed those permitted by the Environmental Entitlements Certificate for the Lot
- (d) must not use or occupy any Development which has Industrial Emissions which exceed those permitted by the Environmental Entitlements Certificate for the Lot, and
- (e) must not permit or suffer to be done anything contemplated by paragraphs (a), (b), (c) and (d).

### 6.3 Issue and Recording of Environmental Entitlements Certificates

- (a) The Environmental Entitlements Certificate for each Lot will be issued by the Original Proprietor or the Developer.
- (b) In respect of each Lot, the Community Association must record in the Register details of the Environmental Entitlements for that Lot, and must place or record in the Environmental Register a copy of the Environmental Entitlements Certificate for that Lot.
- (c) The Community Association must carry out its obligations under by-law 6.3(b) within seven days of receiving a copy of the original Environmental Entitlements Certificate, or a copy of the certificate certified by the Original Proprietor or the Developer as being a true copy.

### 6.4 Content of Environmental Entitlements Certificates

The Environmental Entitlements Certificate for a Lot must contain the following information -

- (a) the Air Emission Environmental Entitlements for the Lot, and
- (b) the Noise Emission Environmental Entitlements for the Lot.

### 6.5 Indemnity

Each Party (in this by-law defined as the First Party) is responsible for and indemnifies each of the other Parties and the Community Association for all Costs incurred by the other Party or the Community Association arising out of breach by the First Party of its obligations in by-laws 6.1 and 6.2.



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**7. MAINTENANCE**

**7.1 Clean and tidy condition**

Each Owner must ensure its Lot is kept clean and tidy and in good repair and condition.

**7.2 Exterior maintenance**

An Owner (and in the case of a Strata Lot, the Owners Corporation) must carry out all maintenance and repairs to the exterior of the building on its Lot -

- (a) in a proper and workmanlike manner, and
- (b) in compliance with the SIAS Design and Landscape Guidelines and the Estate Design and Landscape Guidelines.

**7.3 Notice from Community Association Estate**

- (a) The Community Association may give a notice to an Owner or an Owners Corporation requiring that Owner or Owners Corporation to comply with the terms of this by-law 7.
- (b) If an Owner or an Owners Corporation does not comply with this by-law 7, then the Community Association may exercise its rights under by-law 26.4.

**7.4 Subsidiary Body Lot**

Each Subsidiary Body must maintain its respective Subsidiary Body Lot -

- (a) in a proper and workmanlike manner
- (b) to the reasonable satisfaction of the Community Association, and
- (c) in compliance with the SIAS Design and Landscape Guidelines and the Estate Design and Landscape Guidelines.

**8. ENVIRONMENTAL LICENCES, PERMITS AND LAWS**

**8.1 Environmental Licences**

A Party must not -

- (a) carry out or permit to be carried out any Development on any Lot
- (b) carry out or permit to be carried out any activity on any Lot, or
- (c) use or occupy any Lot, or permit any use or occupation on any Lot,

unless all relevant Environmental Licences have issued and are current for the Development, use, activity or occupation.



**8.2 Environmental Notices**

An Owner must comply promptly with all Environmental Notices which issue for its Lot.

**8.3 Environmental Laws**

An Owner must comply promptly with all Environmental Laws relevant to its Lot.



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## PART 2 - RESTRICTED COMMUNITY PROPERTY

*These by-laws may only be amended -*

- (a) *during the Initial Period, by order of the Supreme Court or the Community Schemes Board*
- (b) *after the expiry of the Initial Period, by -*
  - (i) *Special Resolution, and*
  - (ii) *with the written consent of each person entitled by the by-law to use the Restricted Community Property.*

*(See Section 54 of the Management Act).*

### 9. COMMUNITY PROPERTY

#### 9.1 Restricted Use for the Original Proprietor and the Developer

- (a) To enable the Original Proprietor and the Developer to carry out the Project Activities, the Original Proprietor and the Developer have restricted use of the Community Property.
- (b) Restricted use of the whole or a particular part of the Community Property ceases when the Original Proprietor or the Developer notifies the Community Association the Project Activities or a particular part of the Project Activities have been completed.
- (c) Despite by-law 9.1(b), restricted use of the whole or a particular part of the Community Property ceases when either the Original Proprietor or the Developer give the Community Association written notice that all the Project Activities have been completed.

#### 9.2 Rights of the Original Proprietor and the Developer

- (a) The Original Proprietor, the Developer and each person authorised by the Original Proprietor and the Developer has the right necessary to carry out the Project Activities on the Community Parcel including the right to -
  - (i) unrestricted access by any means over Community Property
  - (ii) the use of any part of the Community Scheme to carry out Project Activities and exercise rights under this by-law
  - (iii) place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment
  - (iv) install, connect or alter Services on or within Community Property
  - (v) lock or secure part of the Community Property

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- (vi) attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Parcel
  - (vii) conduct sales and marketing activities (including auctions) on the Community Parcel
  - (viii) hold events or functions on the Community Parcel in connection with the selling and leasing of Lots in the Community Parcel, and
  - (ix) have access to, and use of, the Environmental Facilities.
- (b) The rights under this by-law cease when the Original Proprietor or the Developer notifies the Community Association the Project Activities have been completed.

### 9.3 Obligations of the Original Proprietor and the Developer

- (a) In carrying out the Functions permitted by by-law 9.2 each of the Original Proprietor and the Developer must -
- (i) repair any damage caused to the Community Parcel as a result of the Project Activities as soon as practicable after that damage occurs
  - (ii) keep interference with the use by Owners or Occupiers to a minimum so far as is consistent with the Project Activities
  - (iii) maintain any Community Property that the Original Proprietor or the Developer has been given the exclusive right to use, and
  - (iv) on completion of each part of the Project Activities, leave the relevant Community Parcel areas in a clean and tidy condition.
- (b) Each Party acknowledges that as a result of the rights to carry out the Project Activities set out in this by-law 9, it will be subjected to noise and dust resulting from the Project Activities.

### 10. LANDSCAPED AREAS

- (a) If a Community Development Lot is to be subdivided by a Subsidiary Plan, the proprietor of that Community Development Lot must ensure the Community Association is granted restricted use of any Landscaped Areas.
- (b) The restricted use referred to in this by-law is a special privilege for the Community Association to control, manage, operate, maintain and replace the Landscaped Areas.
- (c) The Community Association accepts all grants of restricted use of the Landscaped Areas made under this by-law.



- (d) Subsidiary Bodies may grant restricted use of those parts of their Lot which are Landscaped Areas by by-law or agreement. The by-law or agreement must state that -
  - (i) the Community Association is responsible for the control, management, operation, maintenance and replacement of the Landscaped Areas, and
  - (ii) the Subsidiary Body must reimburse the Community Association for the Cost of the Landscaped Areas forming part of their Subsidiary Body Lot.
- (e) The Community Association may enter into agreements with third parties about the control, management, maintenance and replacement of the Landscaped Areas or Community Property.

## 11. BORE HOLES

### 11.1 Rights and obligations of Original Proprietor

- (a) The Original Proprietor has the restricted use of the Community Property for the following purposes -
  - (i) the right of unrestricted access to the Bore Holes
  - (ii) the right to take readings from any Bore Hole
  - (iii) the right to relocate any Bore Hole
  - (iv) the right to create new Bore Holes
  - (v) the right to remove any Bore Hole
  - (vi) the right to convert any Bore Hole for the purpose of pumping water from the Bore Hole
  - (vii) the right to pump water out of the Community Parcel through any Bore Hole
  - (viii) the right to transport water from any Bore Hole to any part of the Community Parcel
  - (ix) the right to erect a treatment facility on any part of the Community Property for the purposes of treating water pumped from any Bore Hole
  - (x) the right to install any Equipment or Conducting Medium in connection with the Bore Holes or in connection with transporting water from any Bore Hole to any part of the Community Parcel, and



- (xi) the right to do anything reasonably necessary for the above purposes, including -
- entering onto the Community Property with or without vehicles
  - taking anything on to the Community Property
  - carry out work such as constructing, placing, repairing, maintaining or renewing any Bore Hole, any piece of Equipment or any Conducting Medium, and
  - cutting, trimming or logging trees, branches and any growth or foliage which in the opinion of the Original Proprietor may be likely to interfere with the rights of the Original Proprietor.

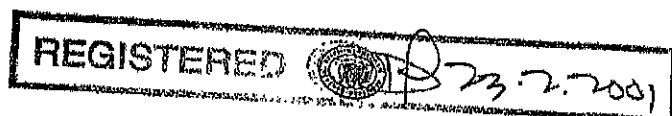
(b) In exercising its powers, the Original Proprietor must -

- (i) ensure all work is done promptly and properly
- (ii) cause as little inconvenience as is practicable to the Community Association and any occupier of the Community Property
- (iii) cause as little damage as is practicable to the Community Property
- (iv) promptly restore the Community Property as nearly as is practicable to its former condition, and
- (v) promptly make good any collateral damage.

## 11.2 Obligations of Community Association and Parties

The Community Association and a Party must -

- (a) not do or permit anything to be done which may damage any Bore Hole or Community property
- (b) not do or permit anything to be done which would or which would have the effect of altering the existing ground levels around a Bore Hole, and
- (c) not erect or permit to be erected anything above or below a Bore Hole or within one metre of a Bore Hole.



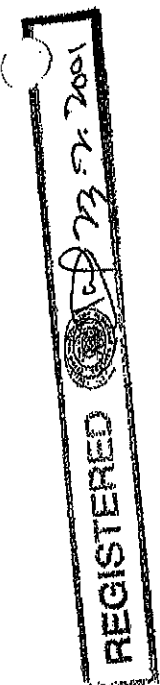
## PART 3 -- MANDATORY MATTERS

### 12. COMMUNITY PROPERTY

- (a) The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.
- (b) A Party must obtain the written approval of the Community Association before that Party does any of the following to or on Community Property -
  - (i) leaves anything on Community Property
  - (ii) obstructs the use of Community Property
  - (iii) uses any part of Community Property for the Party's own purposes
  - (iv) erects on Community Property any structure
  - (v) attaches to Community Property any item
  - (vi) does or permits anything which might damage Community Property, or
  - (vii) alters Community Property.
- (c) A Party must -
  - (i) give notice to the Community Association of any damage to or defect in the Community Property immediately after the Party becomes aware of such damage or defect
  - (ii) use and have access to the Community Property and every part of it only for the purpose for which it was constructed or provided and only in accordance with the directions and requirements of the Community Association and the Rules, and
  - (iii) only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Party or a Permitted Person.
- (d) This by-law is subject to the rights of the Original Proprietor and the Developer under by-law 9.

### 13. COMMUNITY AND ENVIRONMENTAL FACILITIES

- (a) The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Facilities and the Environmental Facilities.
- (b) This by-law is subject to the rights of the Original Proprietor and the Developer under by-law 9.





**14. WALKWAYS**

- (a) The Walkways are available for use by the Parties.
- (b) The Community Association is responsible for the control, management and operation, maintenance and repair of the Walkways.
- (c) This by-law is subject to the rights of the Original Proprietor and the Developer under by-law 9.

**15. FENCING**

**15.1 External and internal**

The *Dividing Fences Act 1991* applies to boundary fences erected within the Community Scheme.

**15.2 Estate Design and Landscape Guidelines**

A fence erected within the Community Scheme must comply with the Estate Design and Landscape Guidelines.

**15.3 Community Property and Subsidiary Body Lot fencing**

- (a) The Community Association is responsible for the maintenance and replacement of fencing of Community Property.
- (b) A Subsidiary Body is responsible for the maintenance and replacement of common fences between Community Property and Subsidiary Body Lot.
- (c) By-law 15.3 does not apply if a person using Community Property damages the fencing.

**16. GARBAGE**

- (a) A Party must comply with the Rules and by-laws about garbage collection and the recycling of garbage made by -
  - (i) an Authority
  - (ii) the Community Association
  - (iii) a Subsidiary Body, or
  - (iv) this Management Statement.
- (b) Each Party is responsible for the removal of garbage and recyclable materials from its Lot.



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## 17. SERVICES

### 17.1 Provision of Services

The following Services will be provided by the relevant Authority -

Service	Provider
sewerage	Hunter Water Corporation
water	Hunter Water Corporation
stormwater drainage	Hunter Water Corporation
communications	Telstra
gas	The relevant Authority
power	Energy Australia

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REPEALED REPLACED  
SEE ANNEXURE 'B'  
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### 17.2 Maintenance of Services

The Services set out in by-law 17.1 are and remain in the ownership of the relevant Authority and shall be supplied, maintained and repaired by the relevant Authority.

### 17.3 Position of Service Lines

If a Service Line is not installed at the date of this Management Statement, then -

- the Community Association may arrange for the preparation and registration of a Services Plan showing the Service Line as installed
- all members of the Community Association and any Subsidiary Body must consent to any Services Plan, and
- the Community Association must make available all necessary documents, including the certificate of title for the Community Property, to enable registration of any such Services Plan.

## 18. INSURANCE

- The Community Association must take out any insurance required under the Management Act including policies -
  - to cover any building or structure on the Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk
  - under relevant workers compensation legislation



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- (iii) to cover damage to the Community Property and for death and bodily injury for which the Community Association may become liable in damages
  - (iv) against damages for which the Community Association may become liable because of work done by a voluntary worker
  - (v) to cover accidental injury to, or accidental death of, a voluntary worker, and
  - (vi) against the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by special resolution to insure.
- (b) The Community Association must review, on an annual basis -
    - (i) all of its insurance, and
    - (ii) the need for new or additional insurances.
  - (c) Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.
  - (d) If there is an increase in risk or a new risk to the Community Property then the Community Association must immediately -
    - (i) effect new insurances, or
    - (ii) vary or extend existing insurances.
  - (e) A Party must obtain the written approval of the Community Association before that Party does anything that might -
    - (i) void or prejudice the Community Association's insurance, or
    - (ii) increase any insurance premium, which the Community Association pays.

## 19. EXECUTIVE COMMITTEE

### 19.1 Constitution

- (a) The Executive Committee must be established under the Management Act.
- (b) The officers of the Executive Committee are the secretary, treasurer and chairperson.

### 19.2 Functions of the Secretary

The Functions of the secretary of the Executive Committee include -



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- (a) convening meetings of the Community Association and the Executive Committee
- (b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee
- (c) on behalf of the Community Association and the Executive Committee, giving a notice required to be given under the Management Act
- (d) maintaining the Community Association roll
- (e) supplying certificates setting out details of insurances, contributions and other matters under clause 2 of schedule 4 to the Management Act
- (f) answering communications addressed to the Community Association or the Executive Committee
- (g) performing administrative or secretarial Functions on behalf of the Community Association and the Executive Committee, and
- (h) keeping records under part 3 of schedule 1 to the Management Act.

### 19.3 Functions of the treasurer

The Functions of the treasurer of the Executive Committee include -

- (a) notifying members of the Community Association of contributions levied under the Management Act and collecting those contributions
- (b) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Titles Legislation
- (c) preparing certificates providing details of contributions, insurances and other matters under clause 2 of schedule 4 to the Management Act
- (d) keeping prescribed accounting records as required under clause 10 of schedule 1 to the Management Act, and
- (e) preparing financial statements as required under clause 11 of schedule 1 to the Management Act.

### 19.4 Function of the chairperson

The Function of the chairperson is to preside at Community Association meetings and Executive Committee meetings at which the chairperson is present.

### 19.5 Sub-committees

The Executive Committee may appoint one or more sub-committees comprising one or more of its members to -

- (a) conduct investigations



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- (b) perform duties and Functions on behalf of the Executive Committee, and
- (c) report the findings of the sub-committee to the Executive Committee.

### 19.6 No remuneration

A member of the Executive Committee -

- (a) is not entitled to any remuneration for the performance of that person's Functions, and
- (b) is entitled to reimbursement for reasonable out of pocket expenses as approved by the Executive Committee incurred by that person in the performance of that person's Functions.

### 19.7 Protection of Executive Committee members from liability

- (a) A member of the Executive Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee.
- (b) By-law 19.7(a) does not apply if a member is fraudulent or negligent other than negligence where the member acted in good faith.

### 19.8 Meetings

Subject to the provisions of the Management Act, the Executive Committee may -

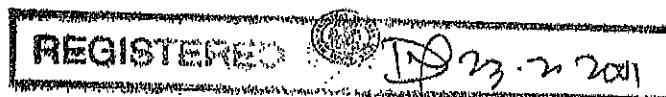
- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as the Executive Committee thinks fit
- (b) make decisions on the day to day administration of the Community Association, and
- (c) subject to this Management Statement, regularly call a meeting of the Executive Committee.

### 19.9 Right of Owner to attend meetings

- (a) An Owner or, where the Owner is a corporation, the company nominee of the corporation, may attend a meeting of the Executive Committee.
- (b) That person may address the meeting only if the Executive Committee passes a resolution authorising the person to do so.

### 19.10 Meeting at Request of Members

- (a) At the request of not less than one third of the members of the Executive Committee, the secretary must convene a meeting.
- (b) Subject to by-law 19.10(a), the secretary must convene the meeting within the period of time specified in the request.



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- (c) The members must give the secretary more than 7 days to convene the meeting.
- (d) If no time is specified in the request, then the secretary must convene the meeting within 14 days receiving the request.
- (e) If the secretary is absent, a member of the Executive Committee must convene the meeting.

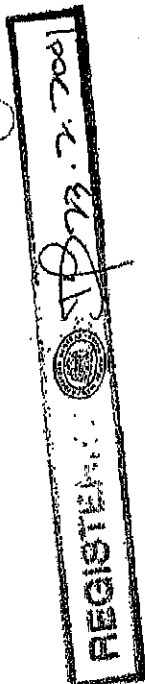
## 19.11 Out of meeting determinations

Subject to s38(3) of the Management Act, a resolution is valid as if that resolution had been passed at a duly convened meeting of the Executive Committee, even though the meeting was not held, if -

- (a) the person convening the meeting has observed this Management Statement and the Management Act
- (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting, and
- (c) the resolution has been approved in writing by a majority of members of the Executive Committee.

## 19.12 Notices and minutes of meetings

- (a) If the Community Association has placed a notice board on Community Property, then the Executive Committee complies with this by-law if the Executive Committee ensures that the agenda and notice are placed on the notice board.
- (b) At least 72 hours before a meeting of the Executive Committee, the Executive Committee must:
  - (i) notify members of the Community Association of the meeting including details of the meeting, and
  - (ii) provide each member of the Community Association with a copy of the agenda for the meeting.
- (c) The agenda must list the business that the Executive Committee will deal with at the meeting.
- (d) The secretary must ensure that -
  - (i) minutes of the Executive Committee are sent to each member of the Community Association within 7 days of the meeting, and
  - (ii) that the following are properly kept -
    - agendas and minutes of meetings of the Executive Committee



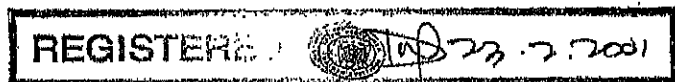
- records of decisions of the Executive Committee, and
  - records of notices.
- (e) If the secretary is absent, then the chair must ensure that the Executive Committee complies with by-law 19.12(d).

**20. AMOUNTS PAYABLE**

- (a) An Owner must pay -
- (i) contributions levied under this Management Statement and the Community Titles Legislation when they fall due, and
  - (ii) on demand, any Costs of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under the by-laws in relation to the Owner.
- (b) If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable in accordance with s79 of the Management Act.
- (c) Nothing in this by-law prevents the Community Association from recovering any amount exceeding interest calculated under this by-law as a consequence of any amount not being paid when due.
- (d) A certificate signed by the Community Association, its Managing Agent or the secretary of the Executive Committee about a matter or a sum payable to the Community Association is prima facie evidence -
- (i) the amount, or
  - (ii) any other fact stated in that certificate.

**21. ACCESS WAYS**

There are no open access ways or private access ways.



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## PART 4 -- OPTIONAL MATTERS

### 22. BEHAVIOUR OF OWNERS, OCCUPIERS AND PERMITTED PERSONS

#### 22.1 Noise

- (a) A Party must not create any noise on the Community Parcel which might interfere with the peaceful enjoyment of another Party or Permitted Person.
- (b) A Party must not -
  - (i) obstruct lawful use of Community Property or Subsidiary Body Lot, or
  - (ii) use language or behave in a manner likely to cause offence or embarrassment to another Party or Permitted Person.

#### 22.2 Permitted Persons

A Party must ensure that a Permitted Person does not behave in a manner likely to interfere with the peaceful enjoyment of another Party of another Lot or any other Permitted Person.

### 23. SUBSIDIARY BODY LOT

- (a) A Party may only do the following to a Subsidiary Body Lot if that Party first obtains the written approval of the Community Association or Subsidiary Body -
  - (i) leave anything on Subsidiary Body Lot
  - (ii) obstruct the use Subsidiary Body Lot
  - (iii) use any part of Subsidiary Body Lot for the Party's own purpose
  - (iv) erect any structure on Subsidiary Body Lot
  - (v) attach any item to Subsidiary Body Lot,
  - (vi) do or permit anything to be done to Subsidiary Body Lot which might cause damage, or
  - (vii) alter Subsidiary Body Lot.
- (b) A Party must -
  - (i) give notice to the relevant Subsidiary Body of any damage to or defect in the Subsidiary Body Lot immediately after the Party becomes aware of any damage or defect





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- (ii) use a thing on the Subsidiary Body Lot only for the purpose for which it was constructed or provided, and
- (iii) only use or enjoy the Subsidiary Body Lot in a manner or for a purpose, which does not unreasonably with the use and enjoyment of the Subsidiary Body Lot by another Party or a Permitted Person.

## 24. PARKING

### 24.1 Restrictions

- (a) Subject to by-law 24.1(a) a Party must not park a vehicle on Community Property.
- (b) A Party may park in an area on the Estate designated by the Community Association as being an area where a vehicle may be parked.

### 24.2 Repairs

No repairs to any vehicles must be undertaken on the Community Property.

## 25. PRIVATE SERVICES

- (a) The Community Association may, on its own behalf or on behalf of a Subsidiary Body -
  - (i) provide private Services to a Subsidiary Body or a Party
  - (ii) arrange for the installation and maintenance of proposed Service Lines for the provision of private Services, and
  - (iii) contract with any person to monitor or provide, in part or in whole, private Services.
- (b) A Party must not do anything, which interferes, obstructs access to, overloads or damages private Services.
- (c) A Party must immediately notify the Community Association of any damage to or the defective operation of any private Service.
- (d) Subject to s60 of the Management Act, the Community Association and a person authorised by the Community Association may enter a Lot at all reasonable times to maintain, repair, alter, add to or increase the capacity of or renew private Services.

## 26. COMMUNITY ASSOCIATION'S RIGHTS AND OBLIGATIONS

### 26.1 General

- (a) Except as otherwise specified in this Management Statement, the Community Association may exercise a Function -
  - (i) at its discretion, and



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- (ii) separately or concurrently with another Function.
- (b) A single or partial exercise of a Function by the Community Association does not prevent a further exercise of that Function or any other function.
- (c) Failure by the Community Association to exercise or delay in exercising a Function does not prevent its exercise later.

## 26.2 Contracts

The Community Association may, on its own behalf or on behalf of a Subsidiary Body, contract with persons to provide -

- (a) management, operational, maintenance and other services for Community Property or a Subsidiary Body Lot
- (b) services or amenities to Owners or Occupiers of Lots, and
- (c) Security Services.

## 26.3 Services Contract

- (a) The Community Association intends appointing a manager for the Estate and entering into a services contract with that manager.
- (b) The contract will be entered into during the Initial Period. The effect of the contract is disclosed for the purposes of section 24(2)(a) of the Management Act.
- (c) The contract will be for a term of 5 years with three 5 year options.
- (d) The duties of the manager will include assisting the Community Association in performing its Functions including those Functions contemplated and prescribed by this Management Statement and the Community Environmental Management Plan. The duties will include supervision of any employees or contractors of the Community Association and any other activity or matter which the Community Association and the manager agree is necessary or desirable for the operation and management of the Estate.
- (e) The manager may be a party who is associated with, or a related corporation of, the Developer.
- (f) The remuneration payable to the manager will be at commercial rates. The remuneration will be exclusive of Costs to the manager in carrying out or procuring the carrying out of the Functions set out in the contract.
- (g) The Costs incurred by the manager in carrying out or procuring the carrying out of the Functions set out in the contract are payable by the Community Association.



#### 26.4 Remedy

- (a) The Community Association may do anything on a Lot or in connection with a Lot which should have been done by a Party under this Management Statement but which has not been done, or has not been done properly.
- (b) If by-law 26.4(a) applies then the Community Association is entitled to -
  - (i) enter and remain on the Lot for as long as it is necessary
  - (ii) carry out works, and
  - (iii) recover any Costs under this Management Statement from the relevant Party or the Owner of the Lot.

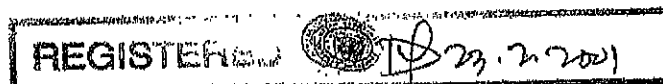
#### 26.5 Trading activities

- (a) The Community Association may, for the purpose of exercising and performing its Functions, carry on a business or trading activity.
- (b) If the Community Association carries on a business or trading activity, then the Community Association -
  - (i) must pay into the sinking fund of the Community Association income derived by the Community Association from its business or trading activities
  - (ii) must estimate how much money the Community Association will need to credit to the sinking fund of the Community Association
  - (iii) must levy each member for a contribution to meet expenses associated with the Community Association carrying on a business or trading activities, and
  - (iv) may distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with clause 17 of schedule 1 to the Management Act.
- (c) If the Community Association suffers a net loss from carrying on a business or trading activities, then the Community Association must impose a levy on each member for a contribution to the sinking fund in order to meet the amount of the net loss.

#### 26.6 Not liable for damage

- (a) The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause.
- (b) By-law 26.6(a) does not apply if the damage loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

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**26.7 Communications with Community Association**

A Party must forward complaints, notices or applications to or requests for consideration of matters by the Community Association in writing -

- (a) to the Managing Agent of the Community Association, or
- (b) if there is no Managing Agent, to the secretary of the Executive Committee.

**27. OBLIGATIONS OF PARTIES**

**27.1 Compliance with requirements, orders and notices**

A Party must comply on time with -

- (a) each requirement and order of each Authority
- (b) each law for the Lot and the use or occupation of the Lot, and
- (c) the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant Authority.

**27.2 Contractors**

A Party may only directly or indirectly instruct agents, employees, contractors or consultants of the Community Association if the Community Association authorises the Party to do so.

**27.3 Use**

A Party must not do any of the following on either its Lot or on the Community Parcel -

- (a) engage in any illegal conduct or activity, or
- (b) do anything that might damage the good reputation of the Estate.

**27.4 Permitted Persons**

- (a) A Party must take all reasonable steps to ensure that a Permitted Person complies with these by-laws.
- (b) If a Party cannot comply with by-law 27.4(a), then that Party must -
  - (i) withdraw the consent of the Permitted Person to be on the Estate, and
  - (ii) request that Permitted Person to leave the Estate.
- (c) If the by-laws prohibit a Party from doing a thing, the Party must not allow or cause another person to do that thing.

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## 27.5 Lessees/Licensees

An Owner whose Lot is the subject of a lease or licence must -

- (a) provide any lessee, licensee or person who otherwise occupies the Lot with a copy of this Management Statement, and
- (b) take all reasonable steps, including any action available under the lease or licence, to ensure the lessee, licensee or person who otherwise occupies the Lot complies with this Management Statement and any Rules.

## 27.6 Things done at Party's Cost

Anything which a Party is required to do under this Management Statement must be done at the Cost of that Party.

## 28. RULES

- (a) The Community Association may make, and at any time add to, rules for the control, management, operation, use and enjoyment of the Estate.
- (b) The Rules must be consistent with -
  - (i) the Management Act
  - (ii) the Development Act
  - (iii) this Management Statement, and
  - (iv) the terms of any Development Consent.
- (c) The Rules bind the Community Association and each Party.
- (d) An Owner must prominently display the Rules on the Owner's Lot. An Owner is responsible for breach of the Rules by any of its tenants, licensees, employees or contractors on the Owner's Lot.

## 29. MANAGING AGENT

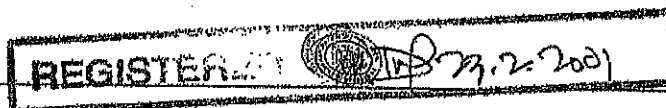
A Subsidiary Body must use the licensed Managing Agent of the Community Association as its Managing Agent.

## 30. VOTING RIGHTS

### 30.1 General

- (a) So as to ensure the Restricted Matters are achieved an Owner must do what is necessary to ensure the Owner's voting rights at meetings of the Community Association and the Executive Committee can be exercised by the Original Proprietor or a party nominated by it.
- (b) This by-law ceases to apply on the Sunset Date.

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### 30.2 Proxy, company nomination

- (a) If an Owner is a corporation, it must have appointed as its company nominee a person nominated by the Original Proprietor.
- (b) If an Owner is an individual, it must have appointed as his proxy a person nominated by the Original Proprietor.

### 30.3 Attorney

- (a) Each Owner must appoint the Original Proprietor or any party nominated by the Original Proprietor its attorney for the purpose of -
  - (i) exercising its rights to vote on any matter at any meeting of the Owners Corporation or the Executive Committee, and
  - (ii) executing any proxy or company nominee form to make the appointments contemplated by by-law 30.2.
- (b) If requested by the Original Proprietor, an Owner must give the Original Proprietor or a party nominated by the Original Proprietor a power of attorney (in the form required by the Original Proprietor) contemplated by by-law 30.3(a).

### 30.4 Right to Vote

- (a) The rights and powers contemplated by this by-law 30 may only be used for the purpose of voting at any meeting of the Community Association or the Executive Committee on a Restricted Matter.
- (b) An Owner must not vote at or attend any meeting of the Community Association or the Executive Committee at which a Restricted Matter is to be decided.
- (c) An Owner must not procure any person or mortgagee to vote at any meeting of the Community Association or the Executive Committee at which a Restricted Matter is to be decided.
- (d) An Owner must not revoke or withdraw any proxy or power of attorney without the consent of the Original Proprietor.
- (e) An Owner must not do any act which would invalidate or render unenforceable any company nominee, proxy or power of attorney.
- (f) When required by the Original Proprietor an Owner must renew or replace any company nomination, proxy or power of attorney.
- (g) When required by the Original Proprietor an Owner must renew or replace any company nomination, proxy or power of attorney which has lapsed in such a manner that the Original Proprietor or a party nominated by it is at all times until the Restricted Matters have been carried out the company nominee of the Owner or the Owner's proxy.

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- (h) An Owner must use reasonable endeavours -
  - (i) to procure company nominations, proxies and powers of attorney from any mortgagee of the Owner's Lot similar to those required by this by-law addressed to a party nominated by the Original Proprietor or alternatively a letter from the mortgagee addressed to a party nominated by the Original Proprietor agreeing not to attend or vote at any meeting of the Community Association or the Executive Committee at which a Restricted Matter is to be decided, and
  - (ii) to ensure any mortgagee of the Owner's Lot renews any company nomination, proxy or power of attorney.
- (i) Before completing any sale of a Lot, an Owner must give the Original Proprietor written notice of the sale and on completion procure from the new Owner a proxy or company nomination and power of attorney required by this by-law.

### 31. USE

- (a) An Owner and a Tenant of a Lot -
  - (i) must not carry out or permit to be carried out any Development on any Lot
  - (ii) must not carry out or permit to be carried out any activity on any Lot, and
  - (iii) must not use, or occupy any Lot, or permit any use or occupation on any Lot,  
  
which would result in a breach of the Restrictions.
- (b) An Owner and a Tenant of a Lot -
  - (i) must not use or occupy any part of the Lot Burdened for any purpose or carry out any activity on any part of the Lot Burdened which is inconsistent with the uses permitted or permissible by the LEP, and
  - (ii) must not permit or suffer any use or occupation or activity contemplated by paragraph (a).

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## PART 5 – BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

### 32. HUNTER WATER CORPORATION LIMITED BY-LAW

*By-law 32 is required by Hunter Water Corporation Limited ACN 053 102 837 and may only be amended with the written consent of the Hunter Water Corporation Limited.*

#### 32.1 Definitions

“Community Parcel” means land in a community title scheme and referred to in a relevant community plan, precinct plan, and neighbourhood plan or strata plan.

“Corporation” means the Hunter Water Corporation Limited its agents, servants, workmen and contractors.

“Grantor” means the registered proprietor of the Land from time to time.

“Land” means any part of the Community Parcel to which the Statutory Easement applies.

“Proprietor” means a registered proprietor from time to time of each lot burdened by the Statutory Easement.

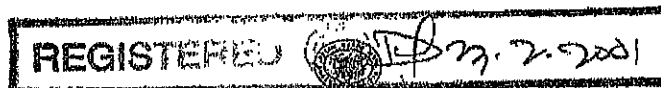
“Service Provider” means without limitation, Telecom Australia, A.G.L. Newcastle Limited, Shortland County Council, The Council of the City of Newcastle, The Council of the City of Greater Cessnock, The Council of the Shire of Port Stephens and any other relevant authorities or corporations but excluding the Hunter Water Corporation Limited.

“Statutory Easement” means a statutory easement within the meaning of Section 26 of the *Community Land Development Act, 1989* in respect of any Works for water supply purposes and sewerage referred to in a relevant community plan, precinct plan, neighbourhood plan or strata plan.

“Works” means pipe lines, mains, drains, distributary reticulating and other works, including pumping stations with fittings and appurtenance thereto as shown on a relevant prescribed diagram forming part of a community plan, precinct plan, neighbourhood plan or strata plan.

#### 32.2 Right to construct

The Corporation has full free right liberty and licence from time to time and at all times to construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use the Works in and through the Land and upon or at such depths or levels below the surface thereof as in the Corporation’s opinion is required and to use the Works for water supply purposes and sewerage purposes and to remove any such Works and substitute in lieu thereof any new Works.





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### 32.3 Right to drain water

The Corporation has full and free right liberty and licence to convey and drain water and sewerage, with any associated matter and debris, from the Works in any quantities across and through the Land, together with the right to use any line of pipes, sewer or drains already laid within the Land for purposes of draining water and sewerage or any pipe, pipes sewer, and or drains in replacement or in substitution thereof.

### 32.4 Right of support

The Corporation has the right of support at all times for the Works as shall for the time being be in or upon the Land.

### 32.5 Right to enter

The Corporation has full and free right liberty and licence to enter, go, return, pass and repass with or without animals or vehicles or both upon, along and over the Community Parcel at any hour of the day or night and make and sink excavation shafts and cuttings in and through the Land and bring and place thereon and remove therefrom any such plant, machinery, materials, implements, tools, articles and things as the Corporation shall think fit and the Corporation shall have key access where entry is denied or restricted to other persons (including Proprietors) by way of locks and other security services.

### 32.6 Right of vehicular access

The Grantor agrees that at all times vehicular access of not less than 4.5 metres wide must be provided adjacent to the Works to enable the Corporation access to carry out its operational and maintenance activities.

### 32.7 Working space

The Grantor agrees that the Corporation will have available to it at all times working space of -

- (a) two metre radius either side of the centre line of a water main, and
- (b) variable area either side of the centre line of a sewer line being the minimum safe working area at surface level required by the Department of Industrial Relations relevant to the depth and size of the sewer.

### 32.8 No derogation

By-law 32 in no way derogates or reduces the rights, powers and authorities of the Corporation at law or otherwise.

### 32.9 350mm restriction

The Grantor agrees that no drain, pipe, conduit or wire which is not the property of the Corporation may be laid, constructed or maintained within the vertical stratum extending 350mm horizontally on either side of the pipe exterior

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incorporated in the Corporation's Works other than private service lines or connections and services laid by Service Providers that would cross the Corporation's Works in a transverse direction with a minimum vertical clearance of 150mm.

### 32.10 Responsibility of Proprietor

The Proprietor shall accept full responsibility for the maintenance of individual domestic water and sewerage services connected to the Corporation's Works provided that the Proprietor shall at all times bear all risk of and responsibilities in connection with damage to any drain, pipe, conduit or wire which is the property of the Community Association or a Proprietor laid within the Land where such damage arises from the Corporation's authorised operation and maintenance activities.

### 32.11 No risk for damage to Corporation's Works

The Corporation will at no time bear the risk of or be responsible for any damage to the Corporation's Works including damage arising from the construction or maintenance of any road surface kerb and guttering and or other associated works.

### 32.12 No risk for damage

The Corporation will at no time bear the risk of or be responsible for any damage to any drain, pipe, conduit or wire laid which is the property of the Community Association where such damage arises from the Corporation's authorised operation and maintenance activities.

### 32.13 No retaining wall

The Grantor agrees that no retaining wall, fence, structure, rockery or any type of permanent landscape works may be placed upon the Land nor will any pathways other than slabs or blocks easily removable by two adult persons be placed upon the Land and the Grantor at all time bears all risk of and responsibility in connection with any damage arising from the construction, operation, or maintenance of such pathways.

### 32.14 No structures

The Grantor agrees that no structures, improvements of any kind (other than pathways permitted under by-law 32.13) or trees, shrubs or plants (other than grass) can be placed -

- (a) upon the Land in which is located a sewer line without the prior written consent of the Corporation, or
- (b) upon the Land in which is located a watermain absolutely.



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## 32.15 No structures

The Grantor agrees that it will not, neither will it permit another person to, cover, fence or obscure surface fittings for manholes, lamp poles, hydrants and stop valves at any time.

## 32.16 Safe drainage of water

The Grantor will ensure that there is provision for safe drainage of water from flushing and cleaning of mains.

## 32.17 Corporation responsible for making safe

The Corporation will be responsible only for making safe the surface of the Land after carrying out any works.

## 32.18 No activity with Corporation's consent

The Grantor agrees that, without the consent of the Corporation, there will be -

- (a) no stacking of materials,
- (b) no alteration of surface levels, and
- (c) no carparking of vehicles,

on any part of the Land.

## 33. PUBLIC ACCESS

*By-law 33 is required by the Council and may only be amended with the written consent of the Council.*

### 33.1 Access

The public is permitted access to all parts of the Community Property, except for those parts of the Community Property detailed in by-law 33.2, subject to the following conditions -

- (a) the public must comply with the reasonable directions of the Community Association
- (b) the public must comply with the requirements of all Authorities from time to time in connection with the Estate
- (c) the public must not cause any nuisance or disturbance to the Community Association or to any Party or to any Permitted Person or to any employee, agent or contractor of the Community Association, a Party or a Permitted Person, and
- (d) the public may not be entitled to access at any time the Estate is required to be closed by operation of law.

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**33.2 Excluded areas**

This by-law details those parts of the Community Property which are not available to the public -

- (a) the Environmental Facilities
- (b) the Community Facilities
- (c) the stormwater detention ponds, and
- (d) any other part of the Community Property agreed in writing between the Community Association and the Council.

**34. GROUNDWATER FROM PUBLIC ROADS**

*By-law 34 is required by the Council and may only be amended with the written consent of the Council.*

**34.1 Obligation on Community Association**

- (a) The Community Association must ensure there is contained within the Community Parcel the relevant water quality ponds and associated machinery and equipment for treating the groundwater from the public road system in the Community Parcel so that the treated water meets the requirements of the stormwater and groundwater quality standards required from time to time by the Environmental Envelope.
- (b) The Community Association must ensure maintenance agreements are in place for the regular maintenance and repair of those ponds, machinery and equipment.

**35. DEVELOPMENT APPLICATION**


*By-law 35 is required by the Council and may only be amended with the written consent of the Council.*

**35.1 Function of the Community Association**

Upon request from the Council, the Community Association must give the Council the following in connection with any Development Application for a Lot which has been lodged with the Council:

- (a) a copy of the Environmental Entitlements Certificate on the Environmental Register for the Lot, and
- (b) a letter from the Community Association addressed to the Council confirming that, based on the certification given to it by the Qualified Person -
  - (i) the proposed Industrial Emissions from the Lot when developed in the manner contemplated by the Development Application will not

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exceed the Industrial Emissions allowed or contemplated by the Environmental Entitlements Certificate for the Lot

- (ii) the Development contemplated by the Development Application is consistent with the objectives of Zone 4(c) in the LEP
- (iii) the Development contemplated by the Development Application complies with the Environmental Envelope, and
- (iv) the environmental effects of any aspect of the Development relating to air quality, noise emissions or water quality that have not been addressed in the SIAS meet relevant standards determined by the EPA.

### 36. CONTAINMENT AREA

*By-law 36 is required by the Council and may only be amended with the written consent of the Council.*

#### 36.1 Access and Use

The Council and any other Authority has a right of access to, and use of, the Containment Area on the terms of this by-law.

#### 36.2 Contamination Guidelines

AMMENDED SEE MARGINAL NOTE

The Council and any other Authority which has ownership of, or authority over, any road, equipment, facility or service on the Estate must comply with the Contamination Guidelines when carrying out any work of any kind on the Estate.

AMMENDED SEE MARGINAL NOTE

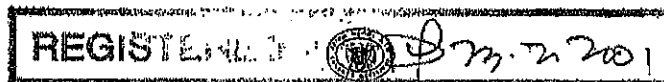
#### 36.3 Conditions of Use and Access

Access to, and use of, the Containment Area is subject to the following conditions-

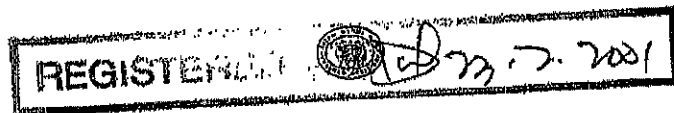
- (a) The party exercising the right must comply with the Rules of the Community Association in connection with access to, and use of, the Containment Area.
- (b) The right may only be exercised for the purposes of storing material which-
  - (i) has been excavated from beneath the capping layer and which must be stored in the Containment Area in order to comply with the Contamination Guidelines  
AMMENDED SEE MARGINAL NOTE
  - (ii) has been excavated by or on behalf of the Council or any other Authority which has ownership of, or authority over, any road, equipment, facility or service on the Estate, and

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- (iii) has been excavated for the purposes of or in connection with installing, renewing, repairing or maintaining any road, equipment, facility or service on the Estate.
- (c) The powers are exercised so that --
  - (i) all work is done promptly and properly
  - (ii) as little inconvenience as is practicable is caused to the Community Association and any occupier of the Estate
  - (iii) as little damage as is practicable is caused to the Community Property, and
  - (iv) any collateral damage is promptly made good.



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## SCHEDULE 1 - DICTIONARY

### DICTIONARY

In this Management Statement these terms (in any form) mean:

**Air Emission** In respect of land in the Estate, the emission of Air Impurities from the land.

**Air Emission Environmental Entitlements** In respect of land in the Community Parcel, the permitted rate of emission and level of concentration of Air Substances in the Air Emissions from the land.

**Air Impurity** Includes smoke, dust (including fly ash), cinders, solid particles of any kind, gases, fumes, mists, odours and radioactive substances.

**Air Substances** Any one or more of the following substances -

- (a) Sulphur dioxide (SO<sub>2</sub>)
- (b) Nitrogen dioxide (NO<sub>2</sub>)
- (c) Dust in the air which is smaller than 50 microns (TSP)
- (d) Dust in the air which is smaller than 10 microns (PM<sub>10</sub>), and
- (e) lead.

**Annual General Meeting** An annual general meeting of the Community Association other than the first annual general meeting.

**Approved Consultant** A Consultant approved by the Community Association which approval may not be unreasonably withheld.

**As Built Verification Certificate** The certificate prepared on behalf of an Owner addressed to the Owner, the Community Association and the Original Proprietor certifying to each of them severally that -

AMMENDED SEE MARGINAL NOTE

(a) the Contamination Guidelines were complied with when carrying out Development, and


(b) the completed Development complies with the Contamination Guidelines.

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**Authority** Any government, semi-government, statutory, public or other authority which has jurisdiction over the Estate (and includes the EPA).

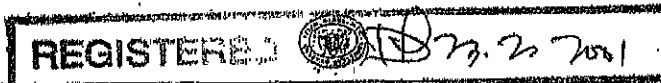
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<b>Bore Holes</b>	Any part of the Community Property that is a bore hole.
<b>Claim</b>	Includes any claim, demand, remedy, suit, injury, loss, Cost, liability, action, proceedings, right of action or claim for compensation.
<b>Common Property</b>	The common lot of a Strata Scheme.
<b>Community Association</b>	The corporation that - (a) is constituted by s25 of the Development Act on registration of the Community Plan, and (b) is established as a community association by s5 of the Management Act.
<b>Community Development Lot</b>	A lot that is not - (a) Community Property, a public reserve or a drainage reserve (b) Land that has become subject to a Subsidiary Scheme, or (c) Severed from the Community Scheme.
<b>Community Environmental Management Plan</b>	The Environmental Management Plan contained in Schedule 3 as amended from time to time subject to by-law 5.7(b).
<b>Community Facilities</b>	Those items which are constructed or to be constructed on and which part of the Community Property.
<b>Community Parcel</b>	The land the subject of the Community Scheme (also described as the Estate in this Management Statement).
<b>Community Plan</b>	Deposited plan number
<b>Community Property</b>	Has the meaning given to it by the Community Titles Legislation and includes - (a) the Community Facilities (b) the Environmental Facilities (c) the Containment Areas (d) walkways (e) bicycle paths (f) storm water detention ponds





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- (g) footpaths
- (h) irrigation systems
- (i) picnic shelters (including furniture and paving)
- (j) BBQs
- (k) timber bridges and board walk
- (l) park seats
- (m) park signage
- (n) detention basin.
- (o) bicycle storage racks
- (p) artworks, and
- (q) open space.

<b>Community Scheme</b>	The community scheme constituted on registration of the Community Plan.
<b>Community Titles Legislation</b>	The Development Act, the Management Act and related legislation.
<b>Compliance Report</b>	<p>In relation to Development, the study by a Qualified Person demonstrating the matters in clause 26F(5)(a) to (c) (inclusive) of the LEP, being -</p> <ul style="list-style-type: none"><li>(a) the Development is consistent with the objectives of Zone No. 4(c) in the LEP</li><li>(b) the Development complies with the Environmental Envelope, and</li><li>(c) the environmental effects of any aspect of the Development relating to air quality, noise emissions or water quality that have not been addressed in the SIAS meet relevant standards determined by the EPA.</li></ul>
<b>Concept Plan</b>	The plan of Community Property registered with the Community Plan.
<b>Conducting Medium</b>	Any wire, cable, pipe, line, duct, drain and other apparatus.
<b>Consultant</b>	A consultant with qualifications to issue the As Built Verification Certificate.

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<b>Containment Area</b>	That part of the Community Property which is the containment area for the purposes of storing and containing material excavated from the Estate which exceeds the site specific remediation criteria.
<b>Contamination</b>	<p>In respect of land means the presence in, on or under the land of a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the Environment.</p> <p>("Contaminate" and "Contaminant" have corresponding meanings).</p>
<b>Contamination Act</b>	<i>Contaminated Land Management Act 1997.</i>
<b>Contaminated Land Guidelines</b> AMMENDED SEE MARGINAL NOTE	The guidelines which set out the protocols which must be followed when carrying out Development so as to preserve the integrity of the Remediation Strategy, a copy of which comprises Schedule 4.
<b>Corporation</b>	The Hunter Water Corporation Limited and its agents, servants, workmen and contractors.
<b>Cost</b>	Includes any cost, charge, expense, loss, liability or damage.
<b>Council</b>	The council of the City of Newcastle.
<b>Developer</b>	The party who is the successor in title from the Original Proprietor of the Estate, or a majority of the land comprising the Estate, and who carries out or intends to carry out any of the Project Activities.
<b>Development</b>	<p>In connection with a Lot -</p> <ul style="list-style-type: none"><li>(a) the use of the Lot</li><li>(b) occupation of the Lot</li><li>(c) any change of use of the Lot</li><li>(d) the erection of a building on the Lot</li><li>(e) any extension or addition to an existing building on the Lot</li><li>(f) the carrying out of any work on the Lot</li><li>(g) the demolition of a building or demolition work on the Lot</li></ul>



**Contaminated Land Guidelines**  
AMMENDED SEE MARGINAL NOTE

AMENDMENT TO MANAGEMENT STATEMENT  
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GUIDELINES AMENDED TO CONSTRUCTION  
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- (h) the carrying out of any work associated with any activity or use of the Lot, and
  - (i) any development as defined by the EP&A Act.
- Development Act**      *The Community Land Development Act 1989* and regulations made under it.
- Development Application**      In relation to Development or proposed Development on a Lot, the application to the relevant consent authority to carry out that Development.
- Development Consent**      In relation to a Development Application, the consent from the relevant consent authority to the application.
- Development Works**      The works associated with the Development of a Lot.
- Environment**      All components of the earth, including -
- (a) land, air and water
  - (b) any layer of the atmosphere
  - (c) any organic or inorganic matter and any living organism, and
  - (d) human-made or modified structures and areas,
- and includes interacting natural ecosystems that include components referred to in paragraphs (a)-(c).
- Environmental Entitlements**      The term used to describe collectively the Air Emission Environmental Entitlements and the Noise Emission Environmental Entitlements for the Estate as a whole, and separately each Lot (as the context requires).
- Environmental Entitlements Certificate**      In relation to a Lot, the certificate issued for the Lot as contemplated by by-law 6 containing details of the Air Emission Environmental Entitlements and Noise Emission Environmental Entitlements for the Lot.
- Environmental Envelope**      The term used to describe the aggregation of the environmental standards, requirements and objectives prescribed for the Estate and detailed in sections 8 and 9 of the SIAS (as those sections may be amended from time to time).
- Environmental Facilities**      Those items of equipment which are used in conjunction with the Environmental Management Functions of the Community Association including -



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- (a) air quality monitoring stations
- (b) noise monitoring stations
- (c) computer models
- (d) meteorological stations, and
- (e) water quality ponds.

**Environmental Law**

Any statute or common law -

- (a) relating to the storage, handling or transportation of waste, dangerous goods or hazardous material
- (b) relating to occupational health and safety, or
- (c) which has as one of its purposes or effects the protection of the Environment.

**Environmental Licence**

Any licence in relation to the Environment or under any Environmental Law from any relevant Authority.

**Environmental Management Functions**

The Functions of the Community Association in connection with the Environmental Management System.

**Environmental Management Plan**

Either the Community Environmental Management Plan or an Owners Environmental Management Plan.

**Environmental Management System**

The term used to describe the system which encapsulates the requirements and objectives of the Environmental Envelope.

**Environmental Notice**

Any direction, order, demand or other requirement to take any action or refrain from taking any action in respect of a Lot or its use -

- (a) from the EPA or any other Authority
- (b) whether written or otherwise, and
- (c) in connection with the Environment or any Environmental Law.

**Environmental Register**

The register to be maintained by the Community Association in the manner provided by by-law 5.9.

**EPA**

The Environment Protection Authority constituted by the *Protection of the Environment Administration Act 1991 (NSW)*.

**E P & A Act**

The *Environmental Planning and Assessment Act 1979 (NSW)*.

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<b>Equipment</b>	Any type of equipment and includes pipes and machinery.
<b>Estate</b>	The land the subject of the Community Scheme .
<b>Estate Design and Landscape Guidelines</b>	The design and landscape guidelines for the Estate prescribed pursuant to by-law 2.3(a) and as amended from time to time pursuant to by-law 2.5.
<b>Executive Committee</b>	The executive committee of the Community Association as constituted or elected under this Management Statement and the Management Act.
<b>Function</b>	Includes a duty, right or obligation.
<b>General Meeting</b>	An Annual General Meeting or a Special General Meeting of the Community Association.
<b>Implementation Plan for SIAS Socio-Economic and Cultural Objectives</b>	The plan dated 16 December 1998 for the orderly and viable implementation of the Socio-Economic and Cultural Objectives set out in section 8.8 of the SIAS, and includes any amendment or variation to that plan.
<b>Industrial Emission</b>	Collectively Air Emissions and Noise Emissions.
<b>Initial Period</b>	Has the meaning given to it by the Community Titles Legislation.
<b>Investigation Order</b>	An order issued by the EPA under Division 2 of Part 3 of the Contamination Act.
<b>Landscaped Areas</b>	Any external landscaped areas of any Subsidiary Body Lot.
<b>LEP</b>	The <i>Newcastle Local Environmental Plan 1987 (Amendment No. 105)</i> as may be amended or replaced from time to time.
<b>Lot</b>	A Community Development Lot, a Neighbourhood Lot or a Strata Lot.
<b>Management Act</b>	The <i>Community Land Management Act 1989</i> and regulations made under it.
<b>Managing Agent</b>	An agent appointed under s50 of the Management Act.
<b>Management Statement</b>	The community management statement registered with the Community Plan, as amended from time to time under the Community Titles Legislation.
<b>Mortgagee</b>	A mortgagee in possession of a Lot.
<b>Neighbourhood Association</b>	A neighbourhood association created on registration of a Neighbourhood Plan.

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<b>Neighbourhood Lot</b>	A lot in a Neighbourhood Plan.
<b>Neighbourhood Plan</b>	A neighbourhood plan that subdivides a Community Development Lot.
<b>Neighbourhood Scheme</b>	A neighbourhood scheme constituted on registration of a Neighbourhood Plan.
<b>Noise Emission</b>	In respect of land in the Estate, the emission of noise from the land.
<b>Noise Emission Environmental Entitlements</b>	In respect of land in the Estate, the permitted level of Noise Emission from the land.
<b>Objectives</b>	The objectives stated in by-law 1.1
<b>Occupier</b>	A person who occupies a Lot, who is not an Owner, Tenant, Mortgagee or the agent, employee or contractor of an Owner, Tenant or Mortgagee.
<b>Original Proprietor</b>	BHP Limited CAN 004 028 077.
<b>Original Proprietor's Lot</b>	That part of the Estate owned by the Original Proprietor which has the benefit of the Restrictions.
<b>Order</b>	An Investigation Order or a Remediation Order.
<b>Owner</b>	The owner of a Lot (and see paragraph (e) of Schedule 2).
<b>Owners Corporation</b>	An owners corporation created on registration of a Strata Plan.
<b>Owners Environmental Management Plan</b>	In relation to a Lot, the plan referred to in clause 4.1 of the Community Environmental Management Plan as amended from time to time pursuant to clause 4.3 of the Community Environmental Management Plan.
<b>Party</b>	A party bound by this Management Statement other than the Community Association.
<b>Permitted Persons</b>	A person on the Community Parcel with the express or implied consent of the Community Association or a Party.
<b>Project Activities</b>	Any work to complete the development of the Estate including - <ul style="list-style-type: none"><li>(a) releasing obsolete covenants, easements and restrictions</li><li>(b) installing Services</li></ul>



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- (c) carrying out works and construction activities
- (d) developing the Estate in stages
- (e) construction and installation of the Community Facilities
- (f) construction and installation of the Environmental Facilities
- (g) any form of work which the Original Proprietor or the Developer, in its absolute discretion, considers is necessary or desirable
- (h) the subdivision of land forming part of the Community Parcel by any means, and
- (i) the exercise of any right or discretion given to the Original Proprietor and the Developer under this Management Statement.

<b>Qualified Consultant</b>	A site auditor as defined by the Contamination Act.
<b>Qualified Person</b>	A person described as a qualified person in the LEP.
<b>Remediation Development Consent</b>	Consent to application No.97/251, granted by the Council on 26 November 1997.
<b>Remediation EIS</b>	The Environmental Impact Statement for the Development Site prepared by AGC Woodward-Clyde Pty Limited ACN 000 691 690 dated May 1997 and called "Steel River Project - Remedial Action Plan Environmental Impact Statement".
<b>Remediation Order</b>	An order issued by the EPA under Division 3 of Part 3 of the Contamination Act.
<b>Remediation Strategy</b>	The remediation of the Estate by implementing the remediation strategy described in the Remediation EIS through undertaking the Remediation Work.
<b>Remediation Work</b>	The works which are described in the Remediation EIS and which are the subject of the Remediation Development Consent.
<b>Restricted Matter</b>	Includes: <ul style="list-style-type: none"><li>(a) the subdivision of a Lot</li><li>(b) the creation of further Community Property</li><li>(c) the alteration of existing Community Property</li></ul>



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- (d) variations to this Management Statement
- (e) conversion of a Lot to Community Property
- (f) variations to the schedule of unit entitlements
- (g) application to the Supreme Court to apply for the expiration of the Initial Period
- (h) provision of Services
- (i) works required by any Authority
- (j) matters relating to the Environmental Envelope
- (k) matters relating to the Environmental Entitlements
- (l) matters relating to Environmental Management Plans, and
- (m) land use changes to any part of the Estate.

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9929689 PART (N) ADDED SEE ANNEXURE "C"

**Restrictions**

The following restrictions benefiting the Original Proprietor's Lot -

- (a) the restriction burdening each Lot prohibiting the Lot from being used for any purpose which would or would be likely to be inconsistent with uses permitted or permissible by the LEP
- (b) the restriction burdening each Lot prohibiting any activity on the Lot or use of the Lot which would or would be likely to breach the Contamination Guidelines, and
- (c) the restriction burdening each Lot prohibiting any activity on the Lot which would or would be likely to result in Industrial Emissions which exceed those permitted by the Environmental Entitlements Certificate for the Lot.

**Rules**

The rules of the Community Association the subject of by-law.4.3.

**Security Services**

Services for the prevention of any threat to the security or safety of -

- (a) a Party
- (b) a Permitted Person, or
- (c) any Lot situated on the Community Parcel.

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AMENDMENT TO MANAGEMENT STATEMENT  
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GUIDELINES AMENDED TO CONSTRUCTION  
GUIDELINES SEE ANNEXURE "C"



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<b>Service</b>	A service is -  (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil  (b) the provision of sewerage and drainage  (c) transmission by telephone, radio, television, satellite or other means  (d) security systems, and  (e) any other facility, supply or transmission.
<b>Service Line</b>	A pipe, wire, cable, duct, conduit or pole by means of which a Service is, or is to be, provided.
<b>Service Plan</b>	The diagram showing the private Services and statutory Services registered with the Community Plan.
<b>Service Provider</b>	A Government Agency or other body that provides a Service.
<b>SIAS</b>	The Strategic Impact Assessment Study referred to in clause 26F(2) of the LEP or any study which may replace that study, and includes any amendment or variation to that study.
<b>SIAS Design and Landscape Guidelines</b>	The development guidelines and objectives prescribed for the Estate by the SIAS.
<b>Site Management Plan</b>	The plan prepared by an Approved Consultant indicating the manner in which Development will be designed, constructed and otherwise carried out so as to comply with the Contamination Guidelines and so as to preserve the integrity of the Remediation Strategy.
<b>Special General Meeting</b>	A general meeting of the Community Association that is not an Annual General Meeting.
<b>Special Resolution</b>	Has the meaning given to it by the Community Titles Legislation.
<b>Standards</b>	The standards for environmental performance detailed in the SIAS, as those standards may be amended from time to time.
<b>Strata Lot</b>	A lot in a Strata Plan.
<b>Strata Plan</b>	A strata plan that subdivides a Community Development Lot.

AMMENDED SEE MARGINAL NOTE

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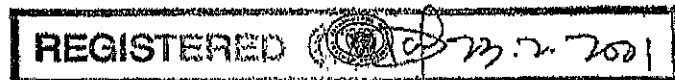
<b>Strata Scheme</b>	A strata scheme constituted on registration of a Strata Plan.
<b>Subdivision Development Consent</b>	Consent to development application number 99/2237 dated
<b>Subsidiary Body</b>	A Neighbourhood Association or an Owners Corporation.
<b>Subsidiary Body Lot</b>	The neighbourhood lot of a Neighbourhood Scheme or the common lot of a Strata Scheme.
<b>Subsidiary Plan</b>	A Neighbourhood Plan or Strata Plan that subdivides a Community Development Lot.
<b>Subsidiary Scheme</b>	A Neighbourhood Scheme or a Strata Scheme.
<b>Sunset Date</b>	The date when every part of the Estate is either public road or Community Property or owned by a party other than the Original Proprietor or the Developer.
<b>Tenant</b>	The lessee, sub-lease or underlessee of a Lot.
<b>Unanimous Resolution</b>	A resolution passed at a duly convened general meeting of the Community Association without a vote being cast against it.
<b>Walkways</b>	Those parts of the Community Property that are designed for, or made available as, walkways.
<b>Year</b>	A calendar year.

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SCHEDULE 2 - RULES FOR INTERPRETATION



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## Rules for Interpretation

- (a) In this Management Statement unless the context indicates a contrary intention -
- (i) words denoting any gender include all genders
  - (ii) the singular number includes the plural and vice versa
  - (iii) references to any legislation includes any legislation which amends or replaces that legislation
  - (iv) a person includes their executors, administrators, successors, substitutes and assigns
  - (v) a person includes companies and corporations and vice versa
  - (vi) except in the dictionary, headings do not affect the interpretation of this Management Statement
  - (vii) words in italics provide an explanation or example of the intended operation of the particular clause in question and may be used to resolve any dispute about that clause
  - (viii) amounts of money are expressed in Australian dollars unless otherwise expressly stated
  - (ix) a reference to a document includes any variation or replacement of it
  - (x) a reference to any thing includes the whole or each part of it, and
  - (xi) the defined terms in Schedule 1 have the meaning given them in that schedule except where the context otherwise requires.
- (b) Breach by a Party's, servant, employee, contractor or agent of a by-law in the Management Statement or a Rule which has been communicated to that Party shall be a breach by that Party of the by-law or Rule.
- (c) Reference to the LEP includes any amendment to the LEP and any instrument or document replacing the LEP.
- (d) Reference to the SIAS includes any amendment to the SIAS and any instrument or document replacing the SIAS.
- (e) Reference to "Owner" of a Lot includes in all cases the Mortgagee of the Lot.
- (f) The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Management Statement.
- (g) If the whole or any part of a provision of a by-law is void, unenforceable or illegal -



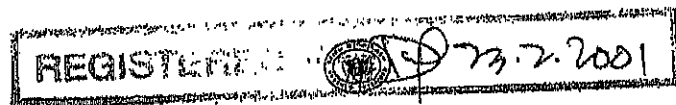
- (i) it is severed, and
- (ii) the remainder of the by-laws have full force and effect.
- (h) Clause (f) has no effect if the severance alters the basic nature of the by-laws or is contrary to public policy.
- (i) Words and expressions not defined in this Management Statement have the meaning given to them by the Community Titles Legislation.
- (j) A person must make an application for approval of the Community Association or the Executive Committee under this Management Statement in writing.
- (k) Subject to an express provision in the by-laws, the Community Association and the Executive Committee may in their absolute discretion -
  - (i) give approval conditionally or unconditionally, or
  - (ii) withhold approval.

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**SCHEDULE 3 - COMMUNITY ENVIRONMENTAL MANAGEMENT  
PLAN**



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## COMMUNITY ENVIRONMENTAL MANAGEMENT PLAN

### 1. APPLICATION OF COMMUNITY ENVIRONMENTAL MANAGEMENT PLAN

#### 1.1 Part of Management Statement

This Community Environmental Management Plan forms part of the Management Statement.

#### 1.2 Environmental Management System

This Community Environmental Management Plan is the plan which is established and administered by the Community Association in accordance with the Community Associations Environmental Management Functions.

#### 1.3 Parties bound

The terms of this Community Environmental Management Plan are binding on -

- (a) the Community Association
- (b) each Subsidiary Body, and
- (c) each person who is an Owner, Tenant, Occupier or Mortgagee of a Community Development Lot, a Neighbourhood Lot or a Strata Lot.

### 2. DEVELOPMENT

#### 2.1 Requirements of Community Association

A Party must not -

- (a) carry out or permit to be carried out any Development on any Lot
- (b) carry out or permit to be carried out any activity on any Lot, or
- (c) use or occupy any Lot, or permit any use or occupation on any Lot,

unless -

- (a) there is in place for the Lot an Owners Environmental Management Plan approved by the Community Association
- (b) there is an Environmental Entitlements Certificate for the Lot recorded in the Environmental Register
- (c) if the use or activity requires development consent, consent has issued to a Development Application -
  - (i) a copy of which has been given to the Community Association accompanied by the documents required by clause 2.2(a), and

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- (ii) which has been submitted to the Council accompanied by the documents required by clause 2.2(b).

## 2.2 Development Application

- (a) Prior to a Development Application being lodged for a Lot with the Council or any other consent authority, the Owner of the Lot must ensure the Community Association is given the following in connection with the Development the subject of the Development Application -
- (i) a copy of the Site Management Plan
  - (ii) a copy of the Compliance Report, and
  - (iii) a certificate from the same Qualified Person who prepared the Compliance Report, addressed to the Community Association certifying that -
    - the proposed Industrial Emissions from the Lot when developed in the manner contemplated by the Development Application will not exceed the Industrial Emissions allowed or contemplated by the Environmental Entitlements Certificate for the Lot
    - the Development contemplated by the Development Application is consistent with the objectives of Zone No.4(c) in the LEP,
    - the Development contemplated by the Development Application complies with Environmental Envelope, and
    - the environmental effects of any aspect of the Development relating to air quality, noise emissions or water quality that have not been addressed in the SIAS meet relevant standards determined by the EPA.
- (b) A Development Application, a copy of which has been lodged with the Community Association, must be lodged with the Council accompanied by the following -
- (i) the original Site Management Plan, a copy of which was given to the Community Association
  - (ii) the original Compliance report, a copy of which was given to the Community Association
  - (iii) a copy of the Owners Environmental Management Plan for the Lot, and
  - (iv) a copy of the Environmental Entitlements Certificate for the Lot.
- (c) The Owner must ensure the Compliance Report includes an assessment of-





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- (i) the matters covered in the Implementation Plan for SIAS Socio-Economic and Cultural Objectives, and
- (ii) the economic possibility of establishing-
  - a shuttle bus service to link more distant parts of the Estate with the south east hill, and
  - a shuttle bus service during morning and afternoon peak periods to provide an effective transport link between the Estate, Mayfield Town Centre and the Warrabrook Station.

### 2.3 Development obligations

A Party must not carry out or permit to be carried out Development on any Lot except in accordance with -

- (a) the Development Consent (if any) for the Development
- (b) the Estate Design and Landscape Guidelines
- (c) the SIAS Design and Landscape Guidelines
- (d) the ~~Contamination~~ Guidelines AMMENDED SEE MARGINAL NOTE
- (e) the Site Management Plan
- (f) the SIAS
- (g) the requirements of all Authorities, and
- (h) the requirements of all consents, approvals and licences (including those issued by the EPA).

### 2.4 As Built Verification Certificate

When Development has been carried out to a Lot, the Owner of the Lot must not use or occupy or permit any use or occupation of the Lot unless the Owner has given the Original Proprietor and the Community Association an As Built Verification Certificate in connection with the Development.

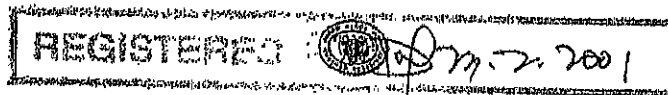
## 3. ENVIRONMENTAL PERFORMANCE

### 3.1 General

As part of its Environmental Management Functions, the Community Association has monitoring, liaising and reporting Functions on matters dealing with environmental performance in the manner set out in this clause 3.

### 3.2 Monitoring Functions

- (a) Ambient Air Quality Standards



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- (i) The Community Association must establish, maintain and operate air dispersion models, monitoring stations and meteorological stations for the Estate in accordance with the requirements of sections 8 and 9 of the SIAS.
- (ii) The Community Association must monitor the ambient air quality of the Estate against the Standards in the manner contemplated by sections 8 and 9 of the SIAS.

(b) Noise Emission Standards

- (i) The Community Association must establish, maintain and operate computer noise models and noise monitoring sites for the Estate in accordance with the requirements of sections 8 and 9 of the SIAS.
- (ii) The Community Association must monitor the ambient air quality of the Estate against the Standards in the manner contemplated by sections 8 and 9 of the SIAS.

(c) Water Quality Standards

- (i) The Community Association must ensure the stormwater discharged to the Hunter River from the Estate water quality pond system is consistent with the Standards for water quality in sections 8 and 9 of the SIAS.
- (ii) The Community Association is responsible for maintaining the water quality ponds in the Estate to comply with the Standards for water quality in sections 8 and 9 of the SIAS.

(iii) The Community Association must monitor -

- ~~the quality of groundwater discharge from the Estate into the Hunter River, and~~
- rainfall events in the Estate.

~~(iv) The Community Association must conduct annual surveys of shellfish along the bank at those parts of the Hunter River which border the Estate.~~

(d) Waste Management

- (i) The Community Association must develop and coordinate a site waste management plan on a progressive basis as it becomes aware of development proposals in order to promote an appropriate balance between waste disposal and waste reduction.
- (ii) The Community Association must prepare an annual report which document waste generation and management initiatives. Such information must be drawn from information supplied in respect of each Lot from the Owner of the Lot in the Owners Environmental Management Plan relating to that Lot.

AMENDMENT TO MANAGEMENT STATEMENT  
9229689 - DELETED SEE ANNEXURE "C"

AMENDMENT TO MANAGEMENT STATEMENT  
9229689 PART (iv) DELETED SEE ANNEXURE "C"

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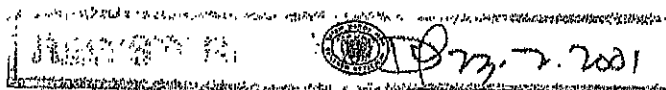
- (iii) The Community Association must create and maintain a database containing the results of the waste audit required by the individual waste management plans.
- (e) Energy Management
  - (i) The Community Association must develop and implement an energy efficiency plan for the Estate.
  - (ii) The Community Association must prepare an annual report on the energy performance of the Estate.

### 3.3 Liaising Functions

The Community Association must liaise with the community liaison group to ensure ongoing local community knowledge and understanding of planning and development initiatives within the Estate. The Community Association must encourage community use of community and recreation facilities where practical.

### 3.4 Reporting Functions

- (a) The Community Association must report in the manner provided by this clause 3.4.
- (b) Where appropriate, reports must be prepared from information obtained from computer models.
- (c) The Community Association must cause to be prepared quarterly and monthly reports on matters dealing with the ambient air quality, the noise emission, the water quality, waste management, energy management and energy efficiency for the Estate.
- (d) The reports referred to in clause 3.4(c) must contain the following information -
  - (i) results for all criteria which are required to be monitored
  - (ii) details of whether any relevant Standards have been exceeded
  - (iii) an explanation of the likely causes as to why any Standards have been exceeded
  - (iv) any action taken to address the Standards being exceeded, and
  - (v) (in the case of air quality motoring), meteorological data in the form of wind roses.
- (e) The Community Association must cause the reports referred to in clause 3.4(c) to be prepared and submitted to the Council and the EPA within 28 days after the expiration of each quarter in each Year and within 28 days after the expiration of each Year. The information in each report must



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contain information relative to activities during the period to which the report relates.

- (f) The annual reports referred to in clause 3.4(c) must contain the information recorded from the activities of the Community Association referred to in clause 3.4(d).
- (g) The Community Association must -
  - (i) advertise each annual report in the local newspapers
  - (ii) exhibit each annual report in the Council public libraries, and
  - (iii) make each annual report available to any member of the public upon request.
- (h) Each annual report must -
  - (i) include a "plain English" interpretation of the monitoring results, and
  - (ii) present an assessment of the performance of the model and a review of any new development, which may affect air quality on the Estate.
- (i) In addition to the reports referred to in clause 3.4(c), the Community Association must prepare an annual report which reviews its commitment to the general objective of vehicular traffic minimisation and the management initiatives taken by it on traffic minimisation area.
- (j) In addition to keeping records of the information and material in connection with the reports referred to in clause 3.4(c) and 3.4(h), the Community Association must keep records of the information it gains from the monitoring procedures referred to in clause 3.2(c).
- (k) All records must be kept in legible form and must be made available for inspection on request by:
  - (i) any authorised EPA officer
  - (ii) any authorised Council officer, and
  - (iii) any member of the general public.

#### 4. OWNERS ENVIRONMENTAL MANAGEMENT PLANS

##### 4.1 Form and content

An Owners Environmental Management Plan -

- (a) must be in the form and have the content prescribed by the Community Association



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- (b) must be approved by the Community Association
- (c) must relate to activities on the relevant Lot
- (d) must be consistent with and conform with the Community Environmental Management Plan
- (e) must implement the environmental requirements and standards detailed in sections 8 and 9 of the SIAS (to the extent they are applicable to the relevant Lot)
- (f) must contain details of the Environmental Entitlements Certificate and the Environmental Entitlements for the Lot
- (g) must detail the manner in which the Owner proposes to -
  - (i) monitor the environmental performance of the activities on the Lot, and
  - (ii) report that performance to the Community Association,
- (h) must contain reporting procedures which conform with those prescribed by the Community Environmental Management Plan, and
- (i) must link the activities on the Lot to the activities prescribed by the Community Environmental Management Plan.

### 4.2 Approval By Community Association

- (a) Each Owners Environmental Management Plan must be approved by the Community Association.
- (b) An Owner must submit an Environmental Management Plan to the Community Association for its approval as an Owners Environmental Management Plan.
- (c) The Community Association must not unreasonably withhold its approval to an Environmental Management Plan so submitted.

### 4.3 Amending Owners Environmental Management Plans

- (a) An Owner may only amend the Owners Environmental Management Plan applicable to its Lot with the consent of the Community Association.
- (b) An Owner may apply to the Community Association to amend the Owners Environmental Management Plan applicable to its Lot.
- (c) An application must contain sufficient detail of the proposed amendments to enable the Community Association to understand with reasonable certainty the nature and extent of the proposed amendments.



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- (d) The Community Association must refer an application to amend an Owners Environmental Management Plan to a General Meeting for decision.
- (e) In order to determine an application to amend an Owners Environmental Management Plan, the Community Association may request additional information, reports and documents.
- (f) The Community Association may amend any Environmental Management Plan it has prescribed for a Lot.
- (g) If the Community Association consents to an amendment to an Owners Environmental Management Plan, then the Community Association must, within a reasonable time, deliver a copy of the amendments to -
  - (i) each Owner,
  - (ii) each Subsidiary Body, and
  - (iii) the Council.
- (h) If requested by an Owner or a Subsidiary Body, the Community Association must provide, at the reasonable Cost of that Owner or Subsidiary Body, a current copy of the Owners Environmental Management plan.
- (i) Any amended Environmental Management Plan must comply with the requirements of clause 4.1.

## 5. CONSULTANTS

### 5.1 Engagement by Community Association

The Community Association may engage the services of independent consultants with special skills and expertise in the relevant areas to advice and assist the Community Association in performing its Functions under this Community Environmental Management Plan.

### 5.2 Engagement by Parties

Parties must engage the services of independent consultants with special skills in the relevant areas to advice and assist them in performing their Functions under this Community Environmental Management Plan.

## 6. ROLE OF COMMUNITY ASSOCIATION

- (a) The role of the Community Association under this Community Environmental Management Plan is procedural only.
- (b) The Community Association does not take any responsibility for the adequacy or appropriateness of any Development, any Owners

REGISTERED



27.2.2001

Environmental Management Plan, any approval or any other matter arising out of this Community Environmental Management Plan.

**7. ROLE OF EXECUTIVE COMMITTEE**

By general resolution the Community Association may determine that the Functions of the Community Association in this Community Environmental Management Plan are carried out by the Executive Committee.




**DP270249**





DP270249

SCHEDULE 4 - CONTAMINATION GUIDELINES

REGISTERED  27.7.2001

**REPORT**

**STEEL RIVER PROJECT -  
CONTAMINATION GUIDELINES**



*Prepared for*  
Alan Norton  
BHP Newcastle,  
PO Box 196b,  
Newcastle 2300

**DP270249**

6 February 2001

**URS**

REGISTERED 

URS Australia Pty Ltd  
ACN 000 691 690  
Unit 4, 56 Industrial Drive  
Mayfield, NSW 2304, Australia  
Tel: 02 4960 3311 • Fax: 02 4960 3322  
45973002 CONTAMINATION GUIDELINES1



DP270249

**Report**


**STEEL RIVER PROJECT -  
CONTAMINATION GUIDELINES**

*Prepared for*  
BHP Newcastle  
PO Box 196b  
Newcastle NSW 2300

6 February 2001

**URS**

URS Australia Pty Ltd  
ACN 000-691-690  
Unit 4, 56 Industrial Drive  
Mayfield NSW 2304 Australia  
Tel: +61 (2) 4960 3311 • Fax: +61 (2) 4960 3322

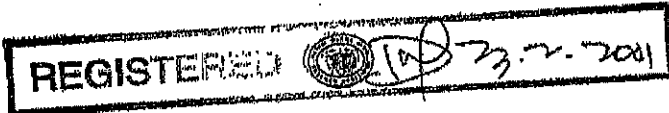
REGISTERED  100220201

TERMS OF REFERENCE  
IN LAND USE PLANNING

**Contents**

**DP270249**

<b>1</b>	<b>INTRODUCTION</b>	<b>1-1</b>
1.1	Introduction	1-1
<b>2</b>	<b>Site Description</b>	<b>2-1</b>
2.1	Site History	2-1
2.2	Site Capping	2-1
<b>3</b>	<b>Site Requirements</b>	<b>3-1</b>
3.1	General	3-1
3.2	Guidelines For The Presevation Of The Integrity Of The Capping Layer	3-2
3.3	Buildings Roads and Carparks	3-2
3.4	General Regrading	3-3
3.5	Landscaping	3-3



## INTRODUCTION

## SECTION 1

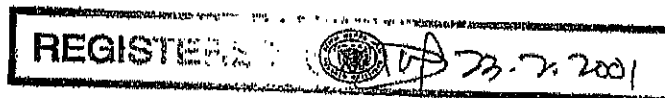
# DP270249

### 1.1 Introduction

These Contamination Guidelines set out the protocols:

- which must be followed when carrying out works which require the excavation of, or intrusion into, the capping layer; and
- which must be complied with to preserve the integrity of the approved remediation strategy for the site.

The Contamination Guidelines need to be taken into account when preparing a Site Management Plan for a specific development within the Steel River Project site.



## Site Description

## SECTION 2

# DP270249

### 2.1 Site History

The Steel River Site has been used by BHP over a period of 80 years as an area for disposal of slag produced as part of the steel making process. The Steel River Site is essentially an area of reclaimed land where slag has been used for reclamation purposes. Slag is essentially an inert waste material, however, small quantities of other wastes were co-disposed with the slag resulting in some materials being contaminated with polycyclic aromatic hydrocarbons (PAHs) and tar.

### 2.2 Site Capping

In accordance with the EIS, areas suspected or known to be contaminated above the site criteria<sup>1</sup> within the top 2 m of the original site surface, have been capped with a minimum of two metres of coal washery reject (CWR) or similar material. This material was imported to the site to supplement existing material to achieve the site "capping layer".

In other areas of the Steel River Site, where previous investigations have indicated a lower potential for contamination to be present within the top 2 m of the original surface a capping layer of less than 2 m may be present.

The objectives of the capping layer are:

- to provide a physical barrier between the underlying potentially contaminated materials, thereby minimising the potential for human contact with the contaminants; and
- to minimise the infiltration of rain water to the underlying groundwater, thereby reducing the volume of groundwater discharging from the Steel River Site to the adjoining South Arm of the Hunter River.

Any development works undertaken on the Steel River site must not compromise these two objectives.

<sup>1</sup> As defined in the EIS the site remediation criteria applicable to the top 2 m are:

- the presence of free tar;
- total PAH concentrations exceeding 400 mg/kg; and
- benzo(a)pyrene (an individual PAH) concentrations exceeding 15 mg/kg.

REGISTRATION NO. 270249

## Site Requirements

## SECTION 3

# DP270249

### 3.1 General

There are generally three different situations where consideration of the function and integrity of the capping layer is required, namely:

- Earthworks required for buildings, roads or car parks;
- Earthworks required for general re-grading; and
- Landscaping.

In the event that the site development requires intrusion or penetration into the capping layer, then the site requirements described in the following sections will need to be considered.

### 3.2 Guidelines for Preserving the Integrity of the Capping Layer

The main point of issue for the Steel River site is the depth to which construction will take place. The overall requirements of a development involving penetration or intrusion into the capping layer are two fold, namely;

- that the developer is able to demonstrate that the development will not compromise the integrity of the capping layer with respect to the objectives described in the Remediation EIS and summarised in Section 2.2; and.
- that excavated materials are handled and, if required, disposed of in accordance with the requirements of the Remediation EIS.

It should be noted that following the completion of a site development, provided that the integrity of the capping layer has not been compromised, it may not be necessary to maintain the capping layer at the thickness present prior to development taking place. The integrity of the capping layer relies on:

- the ability to maintain a physical barrier between potentially contaminated materials and occupiers of the site following development; and
- the maintenance of a low permeability free draining surface.

The replacement of the capping layer with other materials of low permeability (ie. bitumen or concrete paving) or buildings could achieve the same or better result as the presence of the compacted CWR. Such materials and structures would also provide an effective barriers to potential human contact with underlying potentially contaminated materials.

Such developments will, however, require approval subject to the provisions of SEPP 55.



## Site Requirements

## SECTION 3

# DP270249

It should also be noted, that there exists potential for contaminated materials to be intersected during excavation works undertaken beneath the capping layer outside of the areas identified in the EIS as having a high potential of containing contaminated materials above the site criteria. These materials will need to be handled and disposed in accordance with the requirements of the EIS.

### 3.3 Buildings Roads and Carparks

The construction of buildings on site is likely to involve concrete slabs constructed on regraded (either filled or cut) surfaces. Car parks and roads may also be constructed on either filled or cut surfaces although it is expected that for much of the Steel River site, the roads and car parks will involve boxing out such that the finished surface levels will approximately match the design earthwork levels.

Care should be taken by responsible parties where excavations are to be undertaken at any location within the Steel River site. The methods and techniques involved in the construction of buildings are many and varied. If the proposed development includes intrusion into or penetration of the capping layer, then the site managers (Boulderstone Hornibrook/BHP) must be informed and the following steps may be required:

- develop a project specific health and safety plan and environmental control plan;
- place excavated CWR material in a separate stockpile to underlying material;
- ensure material excavated from beneath the capping layer is stockpiled appropriately with all necessary bunding in place in accordance with the environmental management plan;
- employ appropriately qualified consultants to characterise the stockpiled material according to the site specific remediation criteria;
- materials exceeding the site specific remediation criteria must be disposed of at the Steel River containment area;
- materials meeting site specific remediation criteria must be re used on site; and
- excavations should be backfilled with CWR or equivalent material only or waste materials meeting the site specific remediation criteria.

### 3.4 General Regrading

It is likely that developments will require some regrading of the lot in order to achieve desired levels associated with the specific development.

General regrading may result in either the reduction or increase in the thickness of the capping layer. Notwithstanding the comments made in Section 3.2, it is preferable that the total thickness of the capping

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16 Sep 2003  
JPM



## Site Requirements

SECTION 3

# DP270249

layer should not, in the relevant areas identified in the EIS, be allowed to fall below 2 m where these sections of the site are not to be covered by semi-permeable or impermeable paving/structures. This would be in accordance with the requirements of the EIS. If it is necessary to reduce the thickness of the cap in these locations, then it will be necessary to demonstrate that the integrity of the cap has not been compromised. Alternatively it may be necessary to excavate materials contaminated above the site criteria following similar steps outlined in Section 3.4 to restore the 2 m cap.

### 3.5 Landscaping

Some landscaping may be required in open areas of a site development. Where this is undertaken, it will be necessary to consider the requirements for site excavations and regrading as detailed in Sections 3.3 and 3.4. The overriding requirement for landscaped areas is that they cannot be used for drainage purposes. Where landscaping is installed, it must be designed so as to promote lateral and not vertical drainage. This will require maintenance of the low permeability compacted CWR layer (or equivalent) and also maintenance of lateral drainage across the top of the low permeability layer. In order to maintain the drainage characteristics of the landscaped profile, it may be necessary to include a subsurface drainage system feeding into the stormwater system to minimise the potential for perching of water above the low permeability layer.



**SIGNATURES, CONSENTS AND APPROVALS**

DATED 21 day of February 2001

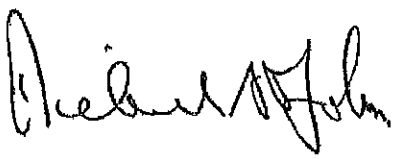
**DP270249**

EXECUTED by BHP )  
LIMITED by its duly constituted )  
attorney pursuant to Power of )  
Attorney dated 8 December 1999 )  
and registered Book 4260 No. )  
916

*T. Rourke*

Witness

TRACIE ROURKE  
Print Full Name



Attorney

REGISTERED  23.2.2001

DP270249

CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has approved of the Development described in Development application number 99/2237
- (b) that the terms and conditions of this Management Statement are not inconsistent with that development as approved.

Date: 19/02/01

Signature on behalf of  
consent of authority

G. Manjoo

TERMS OF INSTALLMENT NOT CHECKED  
IN LAND TITLES OFFICE

REGISTERED 23.2.2001

**AMENDMENT OF  
 MANAGEMENT STATEMENT**

Leave this space blank  
**DP 270249**  
**MANAGEMENT STATEMENT  
 ANNEXURE 'A'**

New South Wales  
 Section 39  
 Community Land Development Act 1989

PRIVACY NOTE: this information is legally required and will be

(A) TORRENS TITLE

Folio of the Register for the Association Property 1/DP270249	
--	--

(B) LODGED BY

Delivery Box 269B	Name, Address or DX and Telephone DUTTON ST, TANKO P/L Reference (optional): MONTGATH 2	CODE CS
----------------------	---	------------

(C) APPLICANT

Community/Neighbourhood/Precinct Association	Deposited Plan No. DP 270249
--	------------------------------

(D)

The applicant certifies that by a special/unanimous resolution passed on 28 March 2002 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

BY-LAWS

Repealed	Added as fully set out below
----------	---------------------------------

(E) TEXT OF ADDED BY-LAW

TERMS OF INSTRUMENT NOT CHECKED  
 IN LAND TITLES OFFICE  
 REGISTERED NSW 7-6-2002

By-Law 5.1

Amended By-Law 5.1

RESOLVED that by Unanimous Resolution the Community Association resolve pursuant to

By-Law 5.1 That Steel river Pty Ltd accept the responsibility of administering the Environmental Monitoring System on behalf of the Community Association of Steel River DP270249. Further that a copy of the monitoring reports required by the Community Association Management Statement be forwarded to the Managing Agent.

The common seal of the community/neighbourhood/precinct association deposited plan DP 270249 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: *Angela Koch*  
 Name of witness: *Suzanne Koch*  
 Date: *24/5/02*



All handwriting must be in block capitals.

Page 1 of \_\_\_\_\_

A set of notes on this form (21CSM-2) is available from Land and Property Information NSW.

**DP 270249**  
**MANAGEMENT STATEMENT**  
**ANNEXURE 'A'**

"A"

This is page 1 of the Annexure marked "A" referred to in the Change of By-Laws relating to DP270249 and certified by the owners of Deposited Plan No. 270136 dated 28<sup>th</sup> March 2002.

9. RESOLVED by Unanimous Resolution the Community Association resolve pursuant to By-Law 5.1 That Steel River Pty Ltd accept the responsibility of administering the Environmental Monitoring System on behalf of the Community Association of Steel River DP270249. Further that a copy of all monitoring reports required by the Community Management Statement be forwarded to the Managing Agent.

10. RESOLVED by Special Resolution the Community Association resolve pursuant to By-Law 17.1 as outlined below be adopted:

"The following services will be provided by the relevant authority

<u>Service</u>	<u>Provider</u>
Sewage	Hunter Water Corporation
Water	Hunter Water Corporation
Stormwater Drainage	Community Association
Communications	Service Provider
Gas	Service Provider
Power	Service Provider"

SHEET 2 OF 2 SHEETS

TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE

REGISTERED  GBW 7-6-2002

Ref: bat / Bro: T  
 Form: 21CSM  
 Licence: 98M111  
 Edition: 0105

**AMENDMENT OF  
 MANAGEMENT STATEMENT**

**DP 270249  
 MANAGEMENT STATEMENT  
 ANNEXURE 'B'**

New South Wales  
 Section 39

Community Land Development Act 1989

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

Folio of the Register for the Association Property DP 270249
---

(B) LODGED BY

Delivery Box 269B	Name, Address or DX and Telephone DUTTON & TANKO N/L Reference (optional): MONTGOMERY 3	CODE CS
----------------------	---	------------

(C) APPLICANT

Community/Neighbourhood/Precinct Association	Deposited Plan No. DP270249
--	-----------------------------

(D)

The applicant certifies that by a special/unanimous resolution passed on 28 March, 02 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed	Added as fully set out below
----------	---------------------------------

(F) TEXT OF ADDED BY-LAW

TERMS OF INSTRUMENT NOT CHECKED  
 IN LAND TITLES OFFICE  
 REGISTERED 7.6.2002  
 GAW

By- Law 17.1

Amended By-Law 17.1

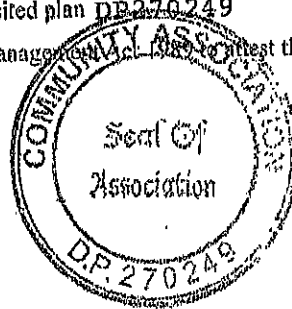
RESOLVED by Special Resolution that the Community Association resolve pursuant to By-Law 17.1as outlined below :

"The following services will be provided by the relevant authority

Service	Provider
Sewage	Hunter Water Corp'n
Water	Hunter Water Corp'n
Stormwater drainage	Community Assoc'n
Communications	Service provider
Gas	Service provider
Power	Service provider

The common seal of the community/neighbourhood/precinct association deposited plan DP270249 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: *Suzanne Koom*  
 Name of witness: SUZANNE KOOM  
 Date: 24/5/02



# DP270249

"A"

This is page 1 of the Annexure marked "A" referred to in the Change of By-Laws relating to DP270249 and certified by the owners of Deposited Plan No. 270136 dated 28<sup>th</sup> March 2002.

9. ~~RESOLVED~~ by Unanimous Resolution the Community Association resolve pursuant to By-Law 5.1 That Steel River Pty Ltd accept the responsibility of administering the Environmental Monitoring System on behalf of the Community Association of Steel River DP270249. Further that a copy of all monitoring reports required by the Community Management Statement be forwarded to the Managing Agent.

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Water	Hunter Water Corporation
Stormwater Drainage	Community Association
Communications	Service Provider
Gas	Service Provider
Power	Service Provider"

SHEET 2 OF 2 SHEETS

**TERMS OF INSTRUMENT NOT CHECKED  
IN LAND TITLES OFFICE**

REGISTERED  7-6-2002

Form: 21CSM  
Licence: 98M111  
Edition: 0105

# AMENDMENT OF MANAGEMENT STATEMENT

New South Wales  
Section 39  
Community Land Development Act 1989

# DP 270249 MANAGEMENT STATEMENT ANNEXURE 'C'

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Folio of the Register for the Association Property <i>DP270249</i>		
(B) LODGED BY	Delivery Box <i>269B</i>	Name, Address or DX and Telephone <i>DUTTON ST TANKO P/L</i>	CODE <b>CS</b>
	Reference (optional): <i>MONTEATH</i>		
(C) APPLICANT	Community Neighbourhood/Precinct Association	Deposited Plan No.	<i>270249</i>

(D) The applicant certifies that by a special/unanimous resolution passed on **1st July 2003** and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

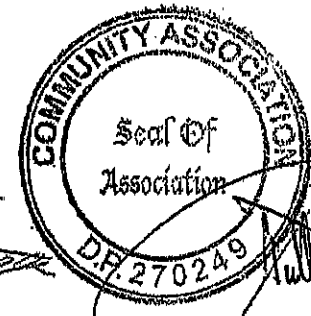
(E) BY-LAWS	Repealed	Added
	as fully set out below	

(F) TEXT OF ADDED BY-LAW  
Schedule 4 "Contamination Guidelines" to be replaced with  
" Construction Guidleines"

The Schedule of changes referred to and attached marked "A" pages 1 to repeal the existing term 'Contamination Guidelines and replace with the term 'Construction Guidelines' throughout the Community Management Statement as outlined.

TERMS OF INSTRUMENT NOT CHECKED IN  
LAND AND PROPERTY INFORMATION NSW

The Common Seal of Monteath & Powys Strata Management Pty. Ltd. was hereunto affixed by authority of the Board of Directors in the presence of:



was affixed hereto

(G) The common seal of the community/neighbourhood/precinct association deposited plan 270249 in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:  
Name of witness:  
Date:



"A" page one

Changes to  
Community Management Statement

Reference	Current Wording	Changed Wording
Page 1	Schedule 4 - <del>Contamination Guidelines</del>	<u>Construction Guidelines</u>
Page 2	3.1 <del>Contamination Guidelines</del>	<u>Construction Guidelines</u>
	3.2 Community Association may not amend <del>Contamination Guidelines</del>	<u>Construction Guidelines</u>
Page 5	Schedule - <del>Contamination Guidelines</del>	<u>Construction Guidelines</u>
Page 8, 3.1	3.1 <del>Contamination Guidelines</del>	<u>Construction Guidelines</u>
	The Community Association and the Parties are bound by the <del>Contamination Guidelines</del>	<u>Construction Guidelines</u>
Page 8, 3.2	Community Association may not amend <del>Contamination Guidelines</del>	<u>Construction Guidelines</u>
	The Community Association may not amend the <del>Contamination Guidelines</del>	<u>Construction Guidelines</u>
Page 8 3.3 (b) (ii)	Contamination caused by, or which results from, or which arises as a result of, Development on or to the Owner's Lot during the period of the Owner's ownership of the Lot which does not comply with the <del>Contamination Guidelines</del>	<u>Construction Guidelines</u>
Page 8, 3.3 (b) (iii)	any exacerbation of Contamination caused by, or which results from, or which arises as a result of, Development on or to the Owner's Lot during the period of the Owner's ownership of the Lot which does not comply with the <del>Contamination Guidelines</del>	<u>Construction Guidelines</u> , and
Page 8, 3.3 (b) (iv)	any other breach of the <del>Contamination Guidelines</del>	<u>Construction Guidelines</u> during the period of the Owner's ownership of the Lot which breach changes the risk of harm associated with any Contamination of the Owner's Lot.
Page 9, 3.4 (b) (iii)	any exacerbation of Contamination caused by, or which results from, or which arises as a result of, Development on or to the Owner's Lot during the period of the Owner's ownership of the Lot which does not comply with the <del>Contamination Guidelines</del>	<u>Construction Guidelines</u> , and
Page 9, 3.4 (b) (iv)	any other breach of the <del>Contamination Guidelines</del>	<u>Construction Guidelines</u> by the Owner during the period of the Owner's ownership of the Lot which breach changes the risk of harm associated with any Contamination of the Owner's Lot.
Page 11, 4.4 (d)	ensure the Development is carried out in accordance with the <del>Contamination Guidelines</del>	<u>Construction Guidelines</u> , and
Page 43, 36.2	<del>Contamination Guidelines</del>	<u>Construction Guidelines</u>
	The Council and any other Authority which as ownership of, or authority over, any road, equipment, facility or service on the Estate must comply with the <del>Contamination Guidelines</del>	<u>Construction Guidelines</u> when carrying out any work of any kind to the Estate.
Page 43, 36.3 (b) (i)	has been excavated from beneath the capping layer and which must be stored in the Containment Area in order to comply with the <del>Contamination Guidelines</del>	<u>Construction Guidelines</u>
Page 45 Dictionary	the <del>Contamination Guidelines</del> were complied with when carrying out Development, and	<u>CONSTRUCTION GUIDELINES</u>
As built Verification Certificate (a)	the completed Development complies with the <del>Contamination Guidelines</del>	<u>Construction Guidelines</u> .
Page 45 Dictionary	<del>Contamination Guidelines</del>	<u>Construction Guidelines</u>
As built Verification Certificate (b)	<del>Contamination Guidelines</del>	<u>Construction Guidelines</u>
Page 48 Dictionary	<del>Contamination Guidelines</del>	<u>Construction Guidelines</u>
Page 54, Dictionary Restricted Matters, add	(n) <u>Changes to the Community Management Statement to reflect changes to the SIAS or the Standards</u>	

"A" page two

Page 55 Dictionary Site Management Plan

The plan prepared by an Approved Consultant indicating the manner in which Development will be designed, constructed and otherwise carried out so as to comply with the Contamination Guidelines-Construction Guidelines and so as to preserve the integrity of the Remediation Strategy.  
the Contamination Guidelines-Construction Guidelines

Page 63 Community Environmental Management Plan 2.3 (d)  
Page 64 3.2 Monitoring Functions (c) Water Quality Standards (iii)

The Community Association must monitor -  
• ~~the quality of groundwater discharging from the Estate into the Hunter River, and~~  
• rainfall events in the Estate.

Explanation: Groundwater discharge is a BHPB responsibility under RAP approval. BHP have retained URS to do this. Incorrectly attributed to Steel River.

Page 64 3.2 Monitoring Functions (c) Water Quality Standards (iv)

~~The Community Association must conduct annual surveys of shellfish along the bank of those parts of the Hunter River which border the Estate.~~

Explanation: Shellfish monitoring is a BHPB responsibility under RAP approval. BHP have retained URS to do this. Incorrectly attributed to Steel River.

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Form: 2ICSM  
Licence: 98M111  
Edition: 0105

# AMENDMENT OF MANAGEMENT STATEMENT

New South Wales

Section 39

Community Land Development Act 1989



## 8633390A

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

Folio of the Register for the Association Property DP 270249	
---	--

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
269B	DUTTON & TANKO A/L Reference (optional): MONTEATH 3	CS

(C) APPLICANT

Community/Neighbourhood/Precinct Association	Deposited Plan No. DP270249
--	-----------------------------

(D)

The applicant certifies that by a special/unanimous resolution passed on 28 March, 02 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed	Added
	as fully set out below

(F) TEXT OF ADDED BY-LAW

By- Law 17.1

Amended By-Law 17.1

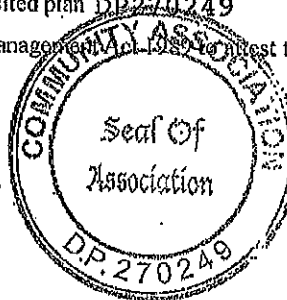
RESOLVED by Special Resolution that the Community Association resolve pursuant to By-Law 17.1as outlined below :

"The following services will be provided by the relevant authority

Service	Provider
Sewage	Hunter Water Corp'n
Water	Hunter Water Corp'n
Stormwater drinage	Community Assoc'n
Communications	Service provider
Gas	Service provider
Power	Service provider

(G) The common seal of the community/neighbourhood/precinct association deposited plan DP270249 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: *Anganne f Koch*  
Name of witness: *SUSANNE KOCH*  
Date: *24/5/02*



*8804*

"A"

This is page 1 of the Annexure marked "A" referred to in the Change of By-Laws relating to DP270249 and certified by the owners of Deposited Plan No. 270136 dated 28<sup>th</sup> March 2002.

9. RESOLVED by Unanimous Resolution the Community Association resolve pursuant to By-Law 5.1 That Steel River Pty Ltd accept the responsibility of administering the Environmental Monitoring System on behalf of the Community Association of Steel River DP270249. Further that a copy of all monitoring reports required by the Community Management Statement be forwarded to the Managing Agent.

10. RESOLVED by Special Resolution the Community Association resolve pursuant to By-Law 17.1 as outlined below be adopted:

"The following services will be provided by the relevant authority

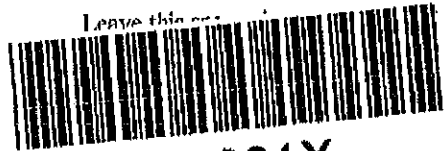
<u>Service</u>	<u>Provider</u>
Sewage	Hunter Water Corporation
Water	Hunter Water Corporation
Stormwater Drainage	Community Association
Communications	Service Provider
Gas	Service Provider
Power	Service Provider"



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 Form: 21CSM  
 Licence: 98M111  
 Edition: 0105

**AMENDMENT OF  
 MANAGEMENT STATEMENT**

New South Wales  
 Section 39  
 Community Land Development Act 1981



8633391X

PRIVACY NOTE: this information is legally required and will be available to the public

(A) TORRENS TITLE

Folio of the Register for the Association Property  
 1 / DP270249

(B) LODGED BY

Delivery Box <b>269B</b>	Name, Address or DX and Telephone <b>DUTTON ST, TANKO A/L</b> Reference (optional): <b>MONTEATH 2</b>	CODE <b>CS</b>
-----------------------------	---	-------------------

(C) APPLICANT

Community/Neighbourhood/Precinct Association	Deposited Plan No. DP 270249
--	------------------------------

(D)

The applicant certifies that by a special/unanimous resolution passed on 28 March 2002 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed	Added  as fully set out below
----------	-------------------------------------

(F) TEXT OF ADDED BY-LAW

By-Law 5.1

Amended By-Law 5.1

RESOLVED that by Unanimous Resolution the Community Association resolve pursuant to

By-Law 5.1 That Steel river Pty Ltd accept the responsibility of administering the Environmental Monitoring System on behalf of the Community Association of Steel River DP270249. Further that a copy of the monitoring reports required by the Community Association Management Statement be forwarded to the Managir Agent.

(G) The common seal of the community/neighbourhood/precinct association deposited plan DP 270249 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: *Suzanne Koch*  
 Name of witness: SUZANNE KOCH  
 Date: 24/5/02



All handwriting must be in block capitals.

*Handwritten initials/signature*

**"A"**

**This is page 1 of the Annexure marked "A" referred to in the Change of By-Laws relating to DP270249 and certified by the owners of Deposited Plan No. 270136 dated 28<sup>th</sup> March 2002.**

9. RESOLVED by Unanimous Resolution the Community Association resolve pursuant to By-Law 5.1 That Steel River Pty Ltd accept the responsibility of administering the Environmental Monitoring System on behalf of the Community Association of Steel River DP270249. Further that a copy of all monitoring reports required by the Community Management Statement be forwarded to the Managing Agent.

10. RESOLVED by Special Resolution the Community Association resolve pursuant to By-Law 17.1 as outlined below be adopted:

"The following services will be provided by the relevant authority

<u>Service</u>	<u>Provider</u>
Sewage	Hunter Water Corporation
Water	Hunter Water Corporation
Stormwater Drainage	Community Association
Communications	Service Provider
Gas	Service Provider
Power	Service Provider"





Ref: bat / Src: T  
Form: 21CSM  
Licence: 98M111  
Edition: 0105

# AMENDMENT OF MANAGEMENT STATEMENT

New South Wales  
Section 39

Community Land Development Act 1989



## 9929689W

page 1

**PRIVACY NOTE:** this information is legally required and will become part of the public record

(A) TORRENS TITLE

Folio of the Register for the Association Property

// DE270249

(B) LODGED BY

Delivery Box

Name, Address or DX and Telephone

CODE

DUTTON C, TANKO P/L

269B

Reference (optional):

MONTEATH

CS

(C) APPLICANT

Community/Neighbourhood/Precinct Association

Deposited Plan No. 270249

(D)

The applicant certifies that by a special/unanimous resolution passed on **1st July 2003** and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed

Added

~~The existing term "Contamination~~

as fully set out below

~~Guidelines" & replace with "Construction Guidelines"~~

(F) TEXT OF ADDED BY-LAW

Schedule 4 "Contamination Guidelines" to be replaced with  
" Construction Guidelines"

The Schedule of changes referred to and attached marked "A" pages 1 & 2 to repeal the existing term 'Contamination Guidelines and replace with the term 'Construction Guidelines' throughout the Community Management Statement as outlined.

The Common Seal of Monteath & Powys Strata Management Pty. Ltd. was hereunto affixed by authority of the Board of Directors in the presence of:



(G) The common seal of the community/neighbourhood/precinct association deposited plan 270249 in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

"A" page ~~one two~~

## Changes to Community Management Statement

Reference	<u>Current Wording</u> , <u>Changed Wording</u>
Page 1	Schedule 4 – <del>Contamination Guidelines</del> <u>Construction Guidelines</u>
Page 2	3.1 <del>Contamination Guidelines</del> <u>Construction Guidelines</u> 3.2 Community Association may not amend <del>Contamination Guidelines</del> <u>Construction Guidelines</u>
Page 5	Schedule - <del>Contamination Guidelines</del> <u>Construction Guidelines</u>
Page 8, 3.1	3.1 Contamination Guidelines <u>Construction Guidelines</u> The Community Association and the Parties are bound by the <del>Contamination Guidelines</del> <u>Construction Guidelines</u>
Page 8, 3.2	Community Association may not amend <del>Contamination Guidelines</del> <u>Construction Guidelines</u> The Community Association may not amend the <del>Contamination Guidelines</del> <u>Construction Guidelines</u> .
Page 8 3.3 (b) (ii)	Contamination caused by, or which results from, or which arises as a result of, Development on or to the Owner's Lot during the period of the Owner's ownership of the Lot which does not comply with the <del>Contamination Guidelines</del> <u>Construction Guidelines</u>
Page 8, 3.3 (b) (iii)	any exacerbation of Contamination caused by, or which results from, or which arises as a result of, Development on or to the Owner's Lot during the period of the Owner's ownership of the Lot which does not comply with the <del>Contamination Guidelines</del> <u>Construction Guidelines</u> , and
Page 8, 3.3 (b) (iv)	any other breach of the <del>Contamination Guidelines</del> <u>Construction Guidelines</u> during the period of the Owner's ownership of the Lot which breach changes the risk of harm associated with any Contamination of the Owner's Lot.
Page 9, 3.4 (b) (iii)	any exacerbation of Contamination caused by, or which results from, or which arises as a result of, Development on or to the Owner's Lot during the period of the Owner's ownership of the Lot which does not comply with the <del>Contamination Guidelines</del> <u>Construction Guidelines</u> , and
Page 9, 3.4 (b) (iv)	any other breach of the <del>Contamination Guidelines</del> <u>Construction Guidelines</u> by the Owner during the period of the Owner's ownership of the Lot which breach changes the risk of harm associated with any Contamination of the Owner's Lot.
Page 11, 4.4 (d)	ensure the Development is carried out in accordance with the <del>Contamination Guidelines</del> <u>Construction Guidelines</u> , and <del>Contamination Guidelines</del> <u>Construction Guidelines</u>
Page 43, 36.2	The Council and any other Authority which as ownership of, or authority over, any road, equipment, facility or service on the Estate must comply with the <del>Contamination Guidelines</del> <u>Construction Guidelines</u> when carrying out any work of any kind to the Estate.
Page 43, 36.3 (b) (i)	has been excavated from beneath the capping layer and which must be stored in the Containment Area in order to comply with the <del>Contamination Guidelines</del> <u>Construction Guidelines</u>
Page 45 Dictionary As built Verification Certificate (a)	the <del>Contamination Guidelines</del> were compiled with when carrying out Development, and <u>CONSTRUCTION GUIDELINES</u>
Page 45 Dictionary As built Verification Certificate (b)	the completed Development complies with the <del>Contamination Guidelines</del> <u>Construction Guidelines</u> .
Page 48 Dictionary Page 54, Dictionary Restricted Matters, <u>add</u>	<del>Contamination Guidelines</del> <u>Construction Guidelines</u> <u>(n) Changes to the Community Management Statement to reflect changes to the SIAS or the Standards</u>

"A" page two ~~three~~

Page 55 Dictionary Site  
Management Plan

The plan prepared by an Approved Consultant indicating the manner in which Development will be designed, constructed and otherwise carried out so as to comply with the Contamination Guidelines ~~Construction Guidelines~~ and so as to preserve the integrity of the Remediation Strategy.  
the Contamination Guidelines ~~Construction Guidelines~~.

Page 63 Community  
Environmental Management  
Plan 2.3 (d)

Page 64 3.2 Monitoring  
Functions (c) Water Quality  
Standards (iii)

The Community Association must monitor -

- ~~the quality of groundwater discharging from the Estate into the Hunter River, and~~
- rainfall events in the Estate.

Explanation: Groundwater discharge is a BHPB responsibility under RAP approval. BHP have retained URS to do this. Incorrectly attributed to Steel River.

Page 64 3.2 Monitoring  
Functions (c) Water Quality  
Standards (iv)

~~The Community Association must conduct annual surveys of shellfish along the bank of those parts of the Hunter River which border the Estate.~~

Explanation: Shellfish monitoring is a BHPB responsibility under RAP approval. BHP have retained URS to do this. Incorrectly attributed to Steel River.



To: The Registrar General  
SYDNEY.

*Handwritten:* F 702707  
2/12/52  
24/7/52  
CRO H.M.S.

*Handwritten:* J.P. McRae  
Crown Solicitor  
per Simpson

**BROKEN HILL PROPRIETARY COMPANY LIMITED (RECLAMATION AND EXCHANGE) AGREEMENT RATIFICATION ACT, 1950;**  
**BROKEN HILL PROPRIETARY COMPANY LIMITED (STEELWORKS) AGREEMENT RATIFICATION ACT, 1950.**

WE, **PINLAY PATRICK McRAE** Crown Solicitor for the State of New South Wales and **THE BROKEN HILL PROPRIETARY COMPANY LIMITED** (the registered proprietor of the Crown Grant and Certificates of Title hereinafter mentioned) **HEREBY REQUEST** that, pursuant to the provisions of the abovesaid Acts, you endorse on the under-mentioned deeds, notifications as follows:-

1. On Certificate of Title registered Volume 1840 Folio 43 a Notification that the residue of the land comprised therein is subject to:-
  - (a) the covenants contained in paragraph (i) of sub-clause (f) of Clause 23; and
  - (b) the provisions of Clause 29; and
  - (c) the covenants contained in sub-clause (a) of Clause 30;

of the Agreement, a copy of which is set out in the Schedule to the Broken Hill Proprietary Company Limited (Reclamation and Exchange) Agreement Ratification Act, 1950.

2. On Certificates of Title registered Volume 5390 Folio 95, Volume 5839 Folio 23, Volume 5808 Folio 234 and Volume 5875 Folio 228 Notifications that the residue of the lands comprised therein is subject to the provisions of Clause 29 of the Agreement a copy of which is set out in the Schedule to the Broken Hill Proprietary Company Limited (Reclamation and Exchange) Agreement Ratification Act, 1950;
3. On Crown Grant registered Volume 4145 Folio 229 and Certificates of Title registered Volume 2987 Folio 24 and Volume 5316 Folio 104 Notifications that the lands therein comprised are subject to the provisions of Clause 20 of the Agreement, a copy of which is set out in the Schedule to the Broken Hill Proprietary Company Limited (Reclamation and Exchange) Agreement Ratification Act, 1950;
4. On Certificates of Title registered Volume 6497 Folio 58 (after transfer of same to the Company); Volume 4605 Folio 90 and Volume 5004 Folio 177 Notifications that the lands therein comprised are subject to the provisions of Clause 24 of the Agreement, a copy of which is set out in the Schedule to the Broken Hill Proprietary Company Limited (Steelworks) Agreement Ratification Act, 1950.

DATED this *eleventh* day of *July* 1952.

SIGNED by the said **PINLAY PATRICK McRAE** by Arthur Heriot Simpson in the presence of:

*Handwritten signatures:* J.P. McRae, Arthur Heriot Simpson

THE COMMON SEAL of **THE BROKEN HILL PROPRIETARY COMPANY LIMITED** was hereunto affixed by the Authority of its Board of Directors in the presence of **HAROLD BAYARD PIPER** and **LEONARD DARLING** of such Directors and of

*Handwritten:* R.G. [Signature]  
Secretary.

*Handwritten:* [Signature]  
Directors.

*Vertical handwritten notes on the right margin:*  
New being part of land comprised in Cert of Title Vol 6628 Folio 33  
New being part of land comprised in Cert of Title Vol 4638 Folio 33  
New being part of land comprised in Cert of Title Vol 118  
New being part of land comprised in Cert of Title Vol 5289 Folio 72  
New being part of land comprised in Cert of Title Vol 6628 Folio 33  
New being part of land comprised in Cert of Title Vol 4638 Folio 33

*Handwritten:* 1224850

~~F 702583~~

F 702707

Request.

*Codged the  
Hate Crown*

Card no  
4901/03  
530/95  
505/126  
575/122

Card no  
6500/178 Jan

*AM*  
*[Signature]*

*[Handwritten mark]*

~~F 702593~~

F 702707

Request.

*Codged the  
Hate Crown DR*

*2nd N  
4810/43  
5390/45  
5052/32d  
5775/22r  
Lands re  
6520/178 km*

*PM*

*D*

SURVEYORS PRACTISED REGULATION 1996 : CLAUDE 3022

MARK	U.S.G. COORDINATES	ZONE	ACC.
SM 44364	306007.976	10S9243	164/1
SM 17363	306957.252	10S9243	164/1
SM 17365	306822.39	10S9243	164/1

COMBINED SEA LEVEL SCALE FACTOR = 0.9999994  
SOURCE : I.S.G. COORDINATES ADAPTED FROM SCDS 8 JANUARY 1999.

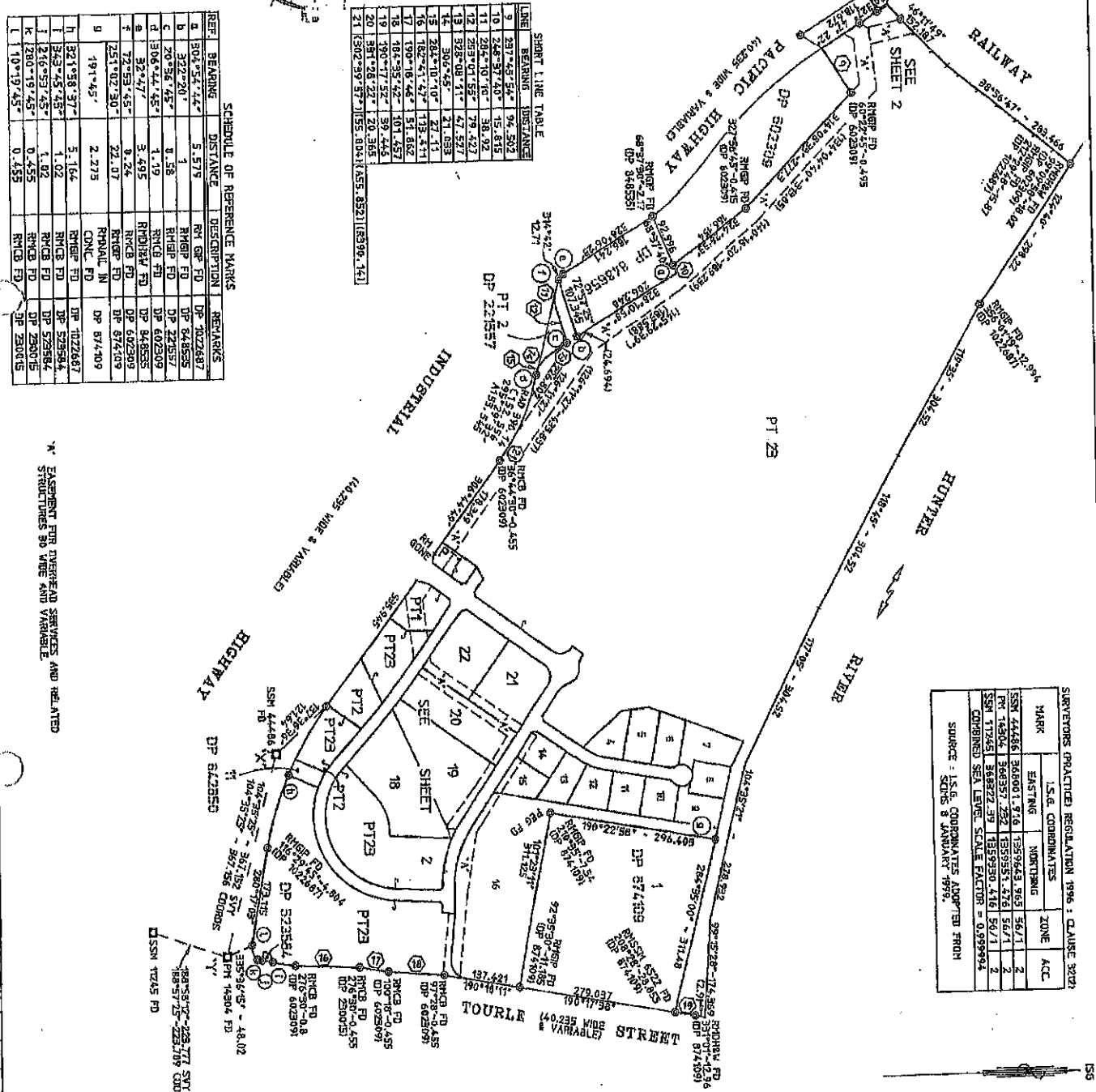
DELTA EMD AUSTRALIAN PTY LIMITED  
CLAUDE  
ACN 075 568 887  
A. C. Walker  
A. C. Walker  
A. C. Walker

ACN 075 568 887  
CLAUDE  
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CLAUDE



PLAN OF EASTMENT OVER LOTS 1, 4, 5, 14, 15, 18, 19, 20, 21, 22 AND 23 IN DP 2702149

LOCALITY: MAYFIELD WEST  
PURCHASER: NEWCASTLE  
COUNTY: NORTHUMBERLAND

THIS IS SHEET 1 OF TWO SHEETS IN SHEET 1 OF TWO SHEETS IN SHEET 2

DATE OF SURVEY: 2002

PROJECT: EASTMENT OVER LOTS 1, 4, 5, 14, 15, 18, 19, 20, 21, 22 AND 23 IN DP 2702149

APPROVED BY: [Signature]

DATE: 2002





**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

Sheet 1 of 8 sheets

**DP1034764**

Easement over Lots 1, 14, 15, 16, 18, 19,  
20, 21, 22 and 23 in DP 270249

**PART 1 - CREATION**

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

Steel River Pty Limited  
Hunter Street  
NEWCASTLE

Community Association DP No: 270249  
C/- Monteath & Powys Strata Management  
Pty Ltd  
25 Bolton Street  
NEWCASTLE

Delta EMD Pty Limited  
Tourle Street  
NEWCASTLE

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1	Easement for overhead services and related structures 30 wide and variable	1, 14, 15, 16, 18, 19, 20, 21, 22, and 23 in DP 270249	Energy Australia

Lengths are in metres

Sheet 2 of 8 sheets

Plan:

Easement over Lots 1, 14, 15, 16, 18, 19,  
20, 21, 22 and 23 in DP 270249

**DP1034764**

**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 lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for overhead electricity mains and access 30 wide and variable 'D' (DP 270249)	1, 14, 15, 16, 18, 19, 20, 21, 22 and 23 in DP 270249	Lot 2 in DP 270249

Lengths are in metres

Sheet 3 of <sup>9</sup> sheets

Easement over Lots 1, 14, 15, 16, 18, 19,  
20, 21, 22 and 23 in DP 270249

**DP1034764**

## **PART 2 - TERMS**

1. **FULL RIGHT LEAVE LIBERTY AND LICENCE** for EnergyAustralia its agents servants and workmen to lay down erect construct and place repair renew inspect maintain and remove overhead electric mains cables posts poles and other apparatus for the overhead transmission of electric current and telecommunications and for purposes incidental thereto over the said land **AND ALSO** the free and uninterrupted passage of electricity and telecommunications and apparatus thereto appertaining over the said land and the said overhead electric and telecommunications mains when constructed **TOGETHER WITH** power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables posts poles and other apparatus in the said land or any part thereof.
2. **AND TOGETHER WITH** full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
3. **PROVIDED THAT** EnergyAustralia shall not permit or suffer any person other than its officers servants agents and workmen aforesaid or any other person authorised by them or any of them to enter in or upon the said land.
4. **AND PROVIDED FURTHER** that except where EnergyAustralia its agents, servants and workmen in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the said land EnergyAustralia shall not be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.
5. **AND** the Transferor doth hereby for itself and the other owner or owners from time to time of the said land covenant with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said cables posts poles and other apparatus or interfere with the free flow of electric and telecommunications current over the said land **AND** that if any such damage or injury be done or interference be made the said Transferor will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
6. **AND** for the consideration aforesaid EnergyAustralia hereby covenants (on its behalf and on behalf of its successors and assigns) that it will save harmless and indemnify the Transferor (and its successors and assigns) from and against all cost, loss and damage whatsoever occasioned by the negligence (including, without limitation, negligence in connection with an abuse of the rights created by this easement, electric current, telecommunications, cable, posts, poles and other apparatus for the transmission of electric current or telecommunications) of, or breach or non-observance of any obligation of EnergyAustralia contained in this easement or at law

Lengths are in metres

9  
Sheet 4 of 8 sheets

Easement over Lots 1, 14, 15, 16, 18, 19,  
20, 21, 22 and 23 in DP 270249

## DP1034764

by, EnergyAustralia its agents, invitees, contractors or persons employed by or acting or claiming under EnergyAustralia.

7. AND FURTHER the Transferor doth hereby for itself and the other owner or owners from time to time of the said land covenant with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.
8. AND FOR THE AVOIDANCE OF DOUBT EnergyAustralia covenants that the said land will be used for the overhead transmission of electricity and the overhead transmission of telecommunications only and that, except for the placement, maintenance, repair, replacement or removal of poles posts and other apparatus necessarily ancillary to the overhead transmission of electricity and the overhead transmission of telecommunications in accordance with the terms of this easement, EnergyAustralia will not excavate or penetrate the surface of the land.

If more than one person is named herein as Transferor then a reference to Transferor means those persons so named jointly and each of them severally.

Lengths are in metres

Plan:

Easement over Lots 1, 14, 15, 16, 18, 19,  
20, 21, 22 and 23 in DP 270249

DP1034764

EXECUTION



THE COMMON SEAL of STEEL RIVER PTY LIMITED is duly affixed by authority of its directors in the presence of:

Signature of authorised person

Office held

Name of authorised person (block letters)

*Peter Cunningham*  
DIRECTOR

PETER PETER CUNNINGHAM

Signature of authorised person

Office held

Name of authorised person (block letters)

*Ross Edward Nixon*  
DIRECTOR

ROSS EDWARD NIXON

THE COMMON SEAL of COMMUNITY ASSOCIATION DP NO. 270249 is affixed on in the presence of

being the person(s) authorised by section 8 of the Community Land Management Act 1989 (NSW) to attest the affixing of the common seal.

The Common Seal of Monteath & Powys Strata Management Pty. Ltd. was hereunto affixed by authority of the Board of Directors in the presence of:

*Monteath*  
Director

*Blair*  
Secretary



DP1034764

Sheet 6 of 8 sheets

Easement over Lots 1, 14, 15, 16, 18, 19,  
20, 21, 22 and 23 DP 270249

*Authorised*  
THE COMMON SEAL of DELTA )  
EMD/PTY LIMITED is duly affixed by )  
authority of its directors in the presence of: )



.....  
Signature of authorised person

*Andrew Ian Walker*  
.....  
Signature of authorised person

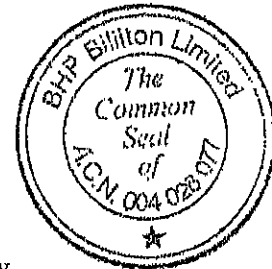
*DIRECTOR*  
.....  
Office held

*DIRECTOR*  
.....  
Office held

*RICHARD JOHN STANBROOK*  
.....  
Name of authorised person (block letters)

*ANDREW IAN WALKER*  
.....  
Name of authorised person (block letters)

EXECUTED BY BHP BILLITON )  
LIMITED )  
in accordance with section 127 of the )  
Corporations )  
Law: )



*Ronald John Henelly*  
.....  
Signature of Director )

*R. J. Taylor*  
.....  
Signature of Director/Secretary )

*RONALD JOHN HENELLY*  
.....  
Name of Director (printed) )

*R. J. TAYLOR*  
.....  
Name of Director/Secretary (printed) )

SIGNED by COMMONWEALTH )  
BANK OF AUSTRALIA )  
LIMITED as attorney for (Commonwealth) )  
Bank of Australia ACN 123 123 124 )  
under power of attorney registered )  
book *He 43* no. *618* in the )  
presence of: )

*Louise Reinhardt*  
.....  
Signature of witness )

*Andrew Ian Walker*  
.....  
By executing this agreement the )  
attorney states that the attorney has )  
received no notice of revocation of )  
the power of attorney )

*LOUISE REINHARDT*  
.....  
Name of witness (block letters) )


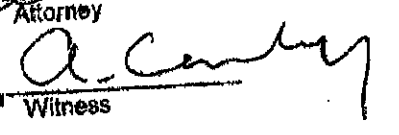
Lengths are in metres

Sheet 7 of 9 sheets

Plan:

Easement over Lots 1, 14, 15, 16, 18, 19,  
20, 21, 22 and 23 in DP 270249

SIGNED SEALED AND DELIVERED  
for and on behalf of EnergyAustralia  
by GEOFFREY R. LILLISS  
Its duly constituted Attorney pursuant  
to Power of Attorney registered  
Book 4312 No. 242

  
Attorney  
  
Witness

DP1034764



DP1034764

SHEET 8 OF 9

Approved Form 21

COMMUNITY LAND DEVELOPMENT ACT 1989

CERTIFICATE OF COMMUNITY/  
PRECINCT/NEIGHBOURHOOD ASSOCIATION

COMMUNITY ASSOCIATION D.P. NO. 270249 CERTIFIES THAT IT HAS, BY UNANIMOUS  
RESOLUTION, CONSENTED TO THE RELEASE AND CREATION OF THE EASEMENTS OVER  
LOT 1 D.P. NO. 270249

The common seal of Community  
Association D.P. No. 270249 was  
hereto affixed on 13 August 2001 in  
the presence of Monteath & Powys  
Strata Management Pty Limited  
being the person(s) authorised by  
section 8 of the Community Land  
Management Act 1989 to attest the  
affixing of the seal.



The common seal of Monteath &  
Powys Strata Management Pty Ltd  
was hereunto affixed by authority of  
the Board of Directors in the  
presence of:



  
.....  
Director

  
.....  
Secretary

SHEET 9 OF 9

DP1034764

Approved Form 25

COMMUNITY LAND DEVELOPMENT ACT 1989

CERTIFICATE REGARDING OUTSTANDING INTERESTS  
AND BY-LAWS

COMMUNITY ASSOCIATION D.P. NO. 270249 HEREBY CERTIFIES THAT IN RESPECT OF THE  
COMMUNITY PROPERTY CONTAINED HEREIN:

- a) ALL INTERESTS OF WHICH WE HAVE NOTICE (OTHER THAN STATUTORY INTERESTS  
OR INTERESTS RECORDED IN THE REGISTERS HAVE BEEN RELEASED; AND
- b) ANY BY-LAW RESTRICTING THE USE OF THE COMMUNITY PROPERTY NO LONGER  
AFFECTS THE INTEREST PASSING HEREIN.

The common seal of Community Association D.P. No. 270249 was hereto affixed on 13 August 2001 in the presence of Monteath & Powys Strata Management Pty Limited being the person(s) authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.



The common seal of Monteath & Powys Strata Management Pty Ltd was hereunto affixed by authority of the Board of Directors in the presence of:




Handwritten signature of the Director.

Director

Handwritten signature of the Secretary.

Secretary

REGISTERED  23.10.2001

# Planning Certificate Section 10.7 Summary

**PROPERTY SNAPSHOT**

Property Address: Unit 7, 6 Frost Drive, MAYFIELD WEST NSW 2304

Title Reference: 7/59791.59

**RESPONSIBLE AUTHORITY**

Newcastle City Council

**ZONING**

Newcastle Local Environmental Plan 2012

**ENVIRONMENTAL PLANNING INSTRUMENT**

Newcastle Local Environmental Plan 2012

**PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT**

No

**DEVELOPMENT CONTROL PLAN**

Newcastle Development Control Plan 2012

**DEVELOPMENT CONTRIBUTION PLANS**

Section 7.12 Newcastle Local Infrastructure Contributions Plan 2019


Order No: 61213302

Matter Ref:

P & E KING PTY LTD M18

20

Report Date: 05/03/2020

 **RESTRICTIONS ON DEVELOPMENT**

Minimum Land Dimensions: No
Area of Outstanding Biodiversity Value: No
Heritage Conservation Area: No
Environmental Heritage Item: No
Complying Development Restricted Under Relevant Codes: Yes
Coastal Protection: No
Mine Subsidence District: No
Road Widening or Road Realignment: No
Hazard Risk Restriction Policies: Yes
Flood-Related Development Controls: Yes
Land Reserved for Acquisition: No
Biodiversity Certified Land: No
Biodiversity Stewardship Site: No
Native Vegetation Clearing Set Asides: No
Bushfire Prone: No
Property Vegetation Plant: No
Orders Under Trees (Disputes Between Neighbours) Act 2006: No
Site Compatibility Certificates: No
Site Verification Certificates: No
Loose-Fill Asbestos Insulation: No
Affected Building Notices and Building Product Rectification Orders: No
Contaminated Land Order or Statement: No

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Disclaimer: The summary section of this report is based on information compiled from a Section 10.7(2) Planning Certificate. SAI Global does not accept liability in whole or in part for any errors or omissions in this report, including the integrity of the third party data used to create this report. You should ensure this information is fit for purpose and SAI Global takes no responsibility for decisions made or actions undertaken as a result of this report. This summary should be read in conjunction with the Section 10.7(2) Planning Certificate ordered.



City of  
Newcastle

# Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

To: SAI Global  
Level 3, 355 Spencer Street  
WEST MELBOURNE VIC 3003

Certificate No: PL2020/01053  
Fees: \$53.00  
Receipt No(s): D001491307

Your Reference: 61213302

Date of Issue: 03/03/2020

The Land: Lot 7 SP 79169  
7/6 Frost Drive Mayfield West NSW 2304

## Advice provided on this Certificate:

Advice under section 10.7(2): see items 1 – 21

## IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

Please check for any item which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, phone our **Customer Contact Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the City of Newcastle (CN) development policies for the general area, contact our **Customer Contact Centre**.

All information provided is correct as at 03/03/2020. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

## WARNING:

This certificate DOES NOT contain additional advice provided under section 10.7(5). We have not provided this additional advice because it was not requested or paid for by the applicant. We recommend that you obtain a full certificate.

## City of Newcastle

PO Box 489  
NEWCASTLE 2300

Phone: (02) 4974 2000  
Facsimile: (02) 4974 2222

**Customer Contact Centre**  
Ground floor,  
12 Stewart Avenue  
Newcastle West NSW 2300

**Office hours:**  
Mondays to Fridays 8.30 am to 5.00 pm

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## Part 1:

### Advice provided under section 10.7(2)

*ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).*

#### 1. Names of relevant planning instruments and DCPs

The following environmental planning instruments, proposed environmental planning instruments and development control plans apply to the land, either in full or in part.

State Environmental Planning Policy No. 1 - Development Standards  
State Environmental Planning Policy No. 21 - Caravan Parks  
State Environmental Planning Policy No. 33 - Hazardous and Offensive Development  
State Environmental Planning Policy No. 36 - Manufactured Home Estates  
State Environmental Planning Policy No. 44 - Koala Habitat Protection  
State Environmental Planning Policy No. 50 - Canal Estate Development  
State Environmental Planning Policy No. 55 - Remediation of Land  
State Environmental Planning Policy No. 64 - Advertising and Signage  
State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development  
State Environmental Planning Policy No. 70 - Affordable Housing (Revised Schemes)  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (State Significant Precincts) 2005  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (Infrastructure) 2007  
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Urban Renewal) 2010  
State Environmental Planning Policy (State and Regional Development) 2011  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017  
State Environmental Planning Policy (Coastal Management) 2018  
State Environmental Planning Policy (Concurrences) 2018  
State Environmental Planning Policy (Primary Production and Rural Development) 2019  
Newcastle Local Environmental Plan 2012  
Newcastle Development Control Plan 2012

#### 2. Zoning and land use under relevant LEPs

**Newcastle Local Environmental Plan 2012**

**Zoning:** The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

## Zone IN1 General Industrial

Note: Refer to [www.newcastle.nsw.gov.au](http://www.newcastle.nsw.gov.au) or [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) website for LEP instrument and zoning maps.

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

### Zone IN1 General Industrial

- **Objectives of zone**

- To provide a wide range of industrial and warehouse land uses.
- To encourage employment opportunities.
- To minimise any adverse effect of industry on other land uses.
- To support and protect industrial land for industrial uses.
- To allow commercial, retail or other development where it is:
  - (i) ancillary to the use of land in this zone for industrial, research, service or storage purposes, or
  - (ii) primarily intended to provide personal services and community facilities to persons occupied or employed in activities otherwise permitted in this zone or for the benefit of the local community.
- To ensure that any such commercial, retail or other development is unlikely to be prejudicial:
  - (i) to employment-generating activities, or
  - (ii) to the viability of existing commercial centres.

- **Permitted without consent**

Environmental protection works

- **Permitted with consent**

Aquaculture; Boat building and repair facilities; Boat launching ramps; Car parks; Child care centres; Community facilities; Correctional centres; Crematoria; Depots; Flood mitigation works; Freight transport facilities; Garden centres; General industries; Hardware and building supplies; Helipads; Heliports; Industrial retail outlets; Industrial training facilities; Jetties; Kiosks; Landscaping material supplies; Light industries; Mortuaries; Neighbourhood shops; Passenger transport facilities; Places of public worship; Plant nurseries; Port facilities; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Respite day care centres; Restricted premises; Roads; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Take away food and drink premises; Timber yards; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Water supply systems; Wholesale supplies

- **Prohibited**

Water recycling facilities; Any other development not specified in, permitted without consent or permitted with consent

**Minimum land dimensions for erection of a dwelling-house:** There are no minimum land dimensions for the erection of a dwelling-house that apply to this site.

**Critical habitat:** The Newcastle Local Environmental Plan 2012 does not identify the land as including or comprising critical habitat.

**Heritage conservation area:** The land is not within a heritage conservation area under the Newcastle Local Environmental Plan 2012.

**Heritage items:** There are no heritage items listed in the Newcastle Local Environmental Plan 2012 situated on the land.

### **3. Complying development**

*Note Other requirements: The advice below for all Complying Development Codes, is limited to identifying whether or not the land, the subject of the certificate, is land on which complying development may be carried out because of Clauses 1.17A(1)(c) to (e), (2), (3) & (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (the Codes SEPP).*

To ascertain the extent to which the complying development may or may not be carried out on the land, maps are available on City of Newcastle (CN) web pages.

#### **General Housing Code**

Complying development under this Code may NOT be carried out on this land, as the land is affected by Specific land exemptions, being land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

#### **Rural Housing Code**

Complying development under this Code may NOT be carried out on this land, as the land is affected by Specific land exemptions, being land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

#### **Housing Alterations Code**

Complying development under the Housing Alterations Code MAY be carried out on this land.

#### **General Development Code**

Complying development under the General Development Code MAY be carried out on this land.

#### **Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code MAY be carried out on this land.

#### **Commercial and Industrial (New Buildings and Additions) Code**

Complying development under this Code may NOT be carried out on this land, as the land is affected by Specific land exemptions, being land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

#### **Subdivision Code**

Complying development under the Subdivision Code MAY be carried out on this land.

#### **Demolition Code**

Complying development under the Demolition Code MAY be carried out on this land.

#### **Fire Safety Code**

Complying development under the Fire Safety Code MAY be carried out on this land.

### **4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

The land IS NOT subject to an agreement for annual charges under section 496B of the Local Government Act 1993 for coastal protection services (within the meaning of section 553B of that Act).

### **5. Mine Subsidence Compensation Act 1961**

The land IS NOT WITHIN a Mine Subsidence District declared under section 20 of the Coal Mine Subsidence Compensation Act 2017.

*NOTE: The above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.*

### **6. Road widening or realignment**



*NOTE: The Roads and Maritime Services (RMS) may have proposals that are not referred to in this item. For advice about affectation by RMS proposals, contact the Roads and Maritime Services, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.*

The land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

## **7. Policies on hazard risk restrictions**

Except as stated below, the land is not affected by a policy referred to in Item 7 of Schedule 4 of the Environmental Planning and Assessment Regulation 2000 that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

**Potential acid sulfate soils:** Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

**Land Contamination:** We have land contamination information/records in relation to this property. Council has adopted a policy of restricting development or imposing conditions on properties affected by land contamination. Refer to Section 5.02 Land Contamination of Newcastle Development Control Plan 2012, which is available to view and download from City of Newcastle's website.

*NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. City of Newcastle (CN) considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in CN either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.*

## **7A. Flood related development controls information**

Our information currently indicates that the property is, or contains, flood prone land as defined in the Floodplain Development Manual: the management of flood liable land, April 2005 published by the NSW Government.

Section 4.01 Flood Management of Newcastle Development Control Plan (DCP) 2012 provides guidelines with respect to all development of flood prone land. This includes development for the purpose of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings. The DCP may be viewed on our website, inspected or purchased at our Customer Contact Centre.

*NOTE: More detailed flood information specific to the property is available on separate flooding certificate application through our Customer Contact Centre on (02) 4974 2000*

## **8. Land reserved for acquisition**

The land is not identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

## **9. Contributions plans**

The following contribution plan/s apply to the land.

### **Section 7.12 Newcastle Local Infrastructure Contributions Plan 2019:**

The Plan specifies section 7.12 contributions that may be imposed as a condition of development consent.

*NOTE: Contributions plans are available on our website or may be inspected or purchased at our Customer Contact Centre.*

## **9A. Biodiversity certified land**

The land IS NOT biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

## **10. Biodiversity stewardship sites**

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The land IS NOT land (of which CN is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

**10A. Native vegetation clearing set asides**

The land IS NOT land (of which CN is aware) that contains a set aside area under section 60ZC of the Local Land Services Act 2013.

**11. Bush fire prone land**

The land IS NOT bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

**12. Property vegetation plans**

Not applicable. The Native Vegetation Act 2003 does not apply to the Newcastle local government area.

**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

CN HAS NOT been notified that 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.

**14. Directions under Part 3A**

The land IS NOT AFFECTED by a direction by the Minister in force under section 75P (2) (c1) of the Act.

**15. Site compatibility certificates and conditions for seniors housing**

(a) The land IS NOT AFFECTED by a current site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004.

(b) The land IS NOT AFFECTED by any terms of kind referred to in clause 18(2) of the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, that have been imposed as a condition of consent to a development application granted after 11 October, 2007 in respect of the land.

**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

The land IS NOT AFFECTED by a valid site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Infrastructure) 2007.

**17. Site compatibility certificates and conditions for affordable rental housing**

The land IS NOT AFFECTED by a valid site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Affordable Rental Housing) 2009.

**18. Paper subdivision information**

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

**19. Site verification certificates**

The land IS NOT AFFECTED by a current site verification certificate (of which CN is aware) issued under the State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

**20. Loose-fill asbestos insulation**

CN HAS NOT been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register of loose-fill asbestos insulation, that is required to be maintained under that Division.

**21. Affected building notices and building product rectification orders**

The land IS NOT AFFECTED by any affected building notice of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which CN is aware.

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The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which CN is aware that is in force in respect of the land.

An affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.  
Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

*Note: There are no matters prescribed by section 59(2) of the Contaminated Land Management Act 1997 to be disclosed, however if other contamination information is held by the Council this may be provided under a section 10.7(5) certificate.*

Issued without alterations or additions, 03/03/20  
Authorised by

**JEREMY BATH**  
**CHIEF EXECUTIVE OFFICER**



# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



SAI Global Property Helpdesk

N/A

N/A

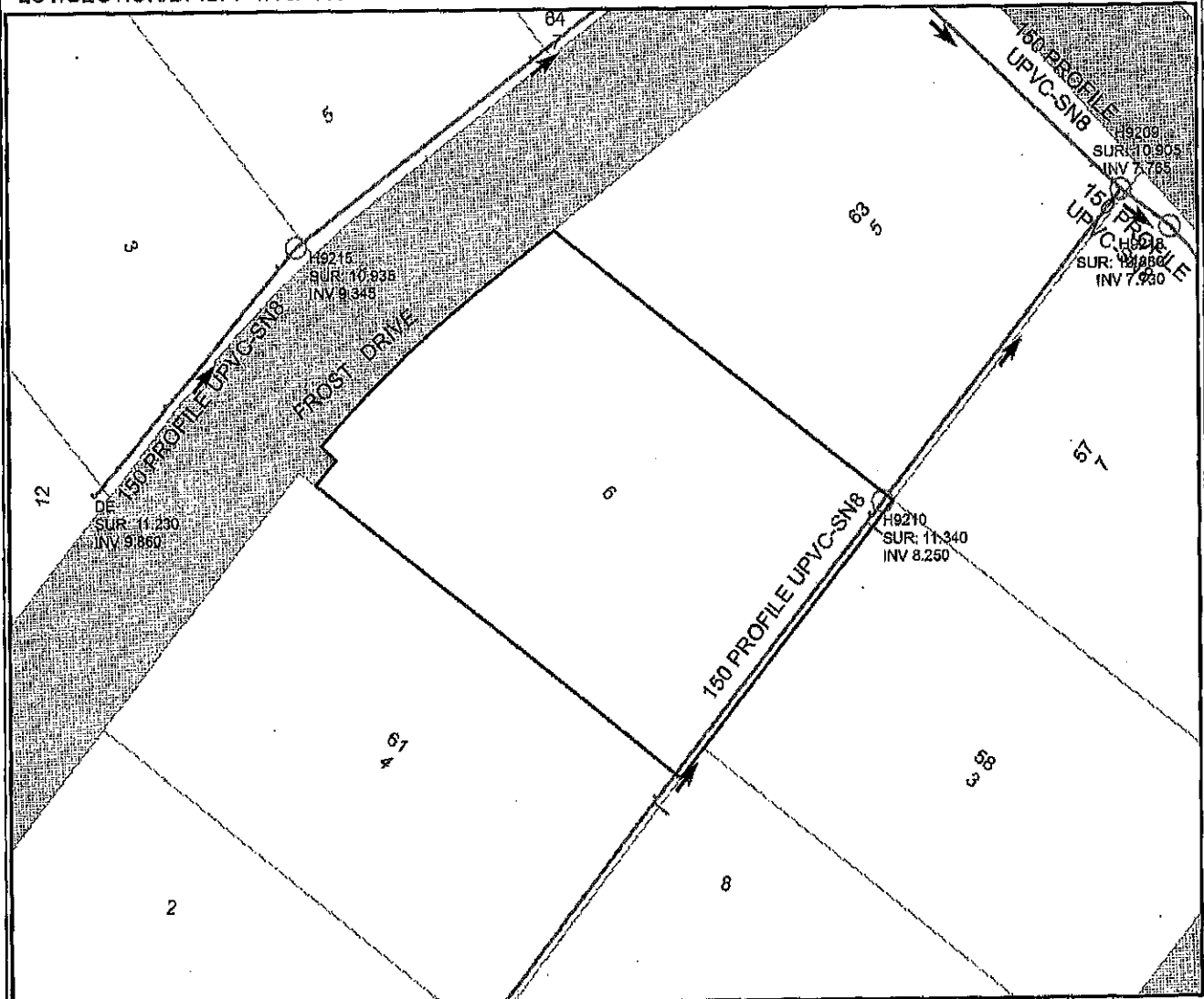
APPLICATION NO.: 9755619441

APPLICANT REF: U 61369571:94528694

RATEABLE PREMISE NO.: 1658418636

PROPERTY ADDRESS: 6 FROST DR MAYFIELD WEST 2304

LOT/SECTION/DP:SP: 71/SP 79169



SEWER POSITION APPROXIMATE ONLY.  
SUBJECT PROPERTY BOLDED.  
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

**IMPORTANT:**  
IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 11/03/2020

Scale at A4: 1:1,000

CADASTRAL DATA © LPI OF NSW  
CONTOUR DATA © AAMHatch  
© Department of Planning

SEWER/WATER/RECYCLED WATER  
UTILITY DATA  
© HUNTER WATER CORPORATION

# Occupation certificate

D/A no: 06/0041  
CC no: BN060067

This certificate is issued by a certifying authority (a council or a private certifier) and allows the applicant to occupy or use the building or part of the building as set out in the certificate.

## 1. Details of the applicant

Mr  Ms  Mrs  Dr  Other

First name

Family name/Company Name

GWH Building Pty Ltd

Flat/street no.

40

Street name

Glenwood Drive

Suburb or town

Thornton

State

NSW

Postcode

2322

Daytime telephone

0249663766

Fax

0249663866

Mobile

Email

## 2. Details of the building

Flat/Street no.

6

Street name

Frost Dr

Suburb or town

Steel River

Postcode

2304

Description of the building or part of the building

Industrial Building Comprising Twelve Separate Units with Mezzanines.

Lot no.

62

Section

DP/MPS no.

270249

Volume/folio

Development application or complying development certificate no.

DA 06/0041

## 3. Decision of the certifying authority

Type of certificate issued:

- an interim occupation certificate  
 a final occupation certificate

Date of this decision

13/12/06

## 4. Information attached to this decision

- A schedule of fire safety measures  
 The final fire safety certificate or an interim fire safety certificate (as relevant)

**Final occupation certificate**

**Glenn Levick of BCA Solutions (Aust) P/L**

certifies that:

- a current development consent has been granted for the development
- a current complying development certificate has been issued for the development
- a current construction certificate has been issued with respect to the plans and specifications for the building
- the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia as a class **8** building
- a final fire safety certificate has been issued for the building
- a final report from the Commissioner of Fire Brigades has been considered.

Occupation certificate no.

**BN060067**

Date of the certificate

**13/12/06**

**Signature**

For this certificate to be valid, it must be signed by the certifying authority.

Signature



Name

**Glenn Levick of BCA Solutions (Aust) Pty Ltd**

Flat/Street no.

**2/323**

Street name

**Charlestown Rd**

Suburb or town

**Charlestown**

State

**NSW**

Postcode

**2290**

Telephone

**49431755**

Fax

**49433845**

If the certifier is an accredited certifier:

Accreditation body of the certifier

**Builder's Professionals Board**

Accreditation no. of the certifier

**P0060**