

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate Maroubra Unit Shop 7, 160 Maroubra Road Maroubra, NSW 2035	phone: (02) 8201 3388 email: ivangunawan@stonerealestate.com.au ref: Ivan Gunawan - 0421 032 760
co-agent		
vendor	Anji Halim and Venny Violetta Aristoteles Utara No. 29, Cluster Aristoteles, Gading Serpong, Tangerang 15334	
vendor's solicitor	Conveyancing Now NSW Pty Ltd 2/55 President Avenue, Kogarah NSW 2217	phone: (02) 9188 8377 email: karina@conveyancingnownsw.com ref: JS:KW:240889
date for completion	Monday, 23rd December 2024	(clause 15)
land (address, plan details and title reference)	14 KELBY ST THE PONDS NSW 2769 Lot 9404 DEPOSITED PLAN 1182637 Folio Identifier 9404/1182637	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning ☐ clothes line ☐ blinds ☐ curtains ☒ built-in wardrobes ☒ dishwasher ☐ ceiling fans ☐ EV charger ☐ other:	☒ fixed floor coverings ☒ range hood ☒ insect screens ☐ solar panels ☒ light fittings ☒ stove ☐ pool equipment ☐ TV antenna
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)	

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *GSTRW payment*☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

14 KELBY ST THE PONDS NSW 2769

- 33 The Contract is amended as follows:
- (a) Clause 3.10.2 & 3.11.2 are deleted.
 - (b) Clause 7.1.1 is amended by deleting "5%" and inserting in its place "\$1,000";
 - (c) Clause 14.4 is amended by deleting the word "not" and replace "but" with "and";
 - (d) Clause 14.4.2 is replaced with the words "by adjusting the amount actually payable by the Vendor (including any surcharge of land tax) for the property";
 - (e) Clause 23.13 and 23.14 is amended by replacing the figure "7" with "2";
 - (f) Clause 23.14 is amended by deleting the first sentence of the clause.
 - (g) Clause 25.1.1 is amended by deleting "limited".
- 34 The property is sold and accepted in its present condition and state of repair as and where it stands and as fenced and the Purchaser shall not be entitled to take any objection or make any requisition or claim any compensation on the ground that there are any defects or deficiencies in any electrical appliances building structure services or fences or that any repairs or additional work are required thereto respectively. The Purchaser acknowledges that he is purchasing the property as a result of his own inspection and inquiries and that the Vendor has not nor has anyone on the Vendor's behalf made any representation or given any warranties in respect of the same,
- 35 The Purchaser agrees to purchase the property subject to all existing water, sewerage, drainage, gas , electrical and other mains and services connections, pipes or distributors installed within the property whether or not connected to any improvements erected on the property and the Purchaser shall not make any objection, requisition or claim for compensation nor be entitled to rescind or fail to complete this contract by reason of any such installations as aforesaid and the Purchaser be deemed to have satisfied himself as to the position and nature of any such installations by virtue of having signed this Contract.
- 36 The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the Vendor's agent, nor is any agent the effective cause of this sale. In the event that the Purchaser is in breach of this warranty the Purchaser agrees to indemnify and keep the Vendor indemnified against any claim for commission by any agent (other than the Vendor's agent). The parties agree that this condition must not merge on completion of this Contract.
- 37 Should either party (or if a party is more than one person, anyone or more of the persons comprising that party) prior to completion:
- (a) being a company:
 - i. resolves to go or enters into liquidation;
 - ii. has an application for its winding up filed;
 - iii. enters into any scheme, arrangement or composition with or assignment for the benefit of creditors;
 - iv. has a liquidator, receiver or official manager of it appointed or otherwise become an externally-administered body corporate within the meaning of the *Corporations Act 2001 (Cth)*;
 - v. is unable to pay its debts within the meaning of the *Corporations Act 2001 (Cth)*; or
 - vi. deregisters itself; or
 - (b) if a natural person:
 - i. is or becomes bankrupt;
 - ii. enters into any scheme, arrangement or composition with or assignment for the benefit of creditors;
 - iii. is or becomes a protected person under the *Protected Estates Act, 1993*; or
 - iv. is or becomes a mentally ill or a mental disordered person in accordance with the relevant criteria set out in Chapter 3 of the *Mental Health Act, 1990*;
 - v. dies,

then either party may rescind this Contract by notice to the other party. If the Purchaser is not otherwise in default under this Contract, the Contract will be at an end upon service of such a notice and provisions of the printed Clause 19 will apply to that rescission. If any of the events in subclauses (a), b(i),b(ii) or b(iii) occur, they constitute a breach of this contract for the purposes of clause 19.2.3.

- 38** It is expressly agreed between the parties that in my circumstances justifying the issue of a Notice to Complete, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose.

- (a) If for any reason other than the Vendor's default completion does not take place on the completion date, the Purchaser must pay to the Vendor on completion interest on the balance of purchase price at the rate of 8% per annum calculated on a daily basis for the period from (and including) the completion date until the date of actual completion
- (b) In the event a Notice to Complete is served on the Purchaser by the Vendor, the Purchaser will pay an additional amount of \$440 (GST inclusive) on completion to the Vendor to cover the Vendor's additional legal costs caused by the delay. This is an essential term of the contract and the Vendor shall not be obliged to complete the transaction unless the interest and this cost referred to herein are paid.

- 39** If for any reason other than the Vendor's default settlement does not take place at the scheduled date, in addition to any other monies payable by the Purchaser on completion of this contract, the Purchaser must pay an additional \$220 (GST inclusive) on settlement, to cover the Vendor's additional legal fee and expenses incurred as a consequence of the delay.

- 40** Each party agrees that if on completion and apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

- 41** The parties agree that the deposit payable under this Contract is an amount equal to 10% of the purchase price (the Deposit). In the event the Vendor agrees to accept deposit less than 10% of the purchase price, payment of the Deposit will need to be completed in the following manners:

- (a) 5% on the signing of this Contract payable to the Depositholder; and
- (b) 5% on completion or termination of this Contract pursuant to clause 9 (whichever in fact occurs).

Payment of the Deposit as provided above is without prejudice and without limit to the Vendor's rights to claim damages from the Purchaser as and where appropriate.

- 42 Christmas and New Year closure**

For the purpose of this agreement, any notice of time limit for the doing of any act or compliance with any obligations by either party which expires or falls due on any date between 24 December 2024 and 13 January 2025 (both dates inclusive) shall be deemed to expire or fall due on 15 January 2025.

- 43 Payment of Land Tax**

- a. If the Vendor serves a copy of the Vendor's land tax assessment notice (Notice) or Revenue NSW's land tax settlement letter (Settlement Letter) on the Purchaser and directs part of the settlement funds for the payment of the amount noted on the Notice or Settlement Letter prior to completion, the Purchaser must complete with an uncleared s47 certificate.

- b. The Vendor must serve a cleared land tax certificate on the Purchaser as soon as a cleared certificate is issued after completion.
- c. The Purchaser cannot make a claim or requisition or rescind or terminate in respect of any matter disclosed or referred to in this clause.

REQUISITIONS ON TITLE

REQUISITIONS

1	In these requisitions PROPERTY means land together with improvements and fixtures, LAND means land without improvements and fixtures, IMPROVEMENTS means improvements and fixtures and includes common property (if any).	NOTED
2	Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?	NO
3	Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the property?	NO
4	Is the Vendor aware of any unsatisfied judgements orders or writs of execution which may affect the property or bind the Vendor?	NO
5	Has an order been made or has the Vendor received notice of an application for an order under any relevant family legislation which would impact on this sale?	NO
6	Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?	NO
7	The Vendor should establish that the whole of the property will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the property.	NOTED
8	Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor any such claim being made?	NO
9	Is the Vendor aware of any latent defects in title to any part of the property, including pipes or structures beneath the surface of the land?	NO
10	Is the Vendor aware of any restrictive covenants which affect or benefit the land and have not been disclosed to the Purchaser?	NO
11	Is the Vendor aware of any encroachments by or upon the property which is not disclosed in the contract?	NO
12	Is the Vendor aware of a building certificate under section 149D of the Environmental Planning and Assessment Act 1979 in respect of the property which is not disclosed in the contract?	NO
13	Is the Vendor aware of any notice, order, or intended or threatened action under Section 124 of the Local Government Act 1993 which is not disclosed in the contract?	NO

REQUISITIONS

14	Is there any currently applicable development approval or consent to the use of the property which is not disclosed in this contract?	NO
15	Are there any restrictions on the use of, or development of the property by reason of the likelihood of land, slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?	VENDOR RELIES ON CONTRACT
16	Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977 which is not disclosed in the contract?	NO
17	Is there a requirement under the Home Building Act 1989 for the Vendor to provide a Certificate of Insurance which is not annexed to the contract?	NO
18	Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land which is not disclosed in the contract?	NO
19	Is the Vendor aware of any of the following which have not been disclosed to the Purchaser:	
(a)	Any unregistered easement, licence or other entitlement which benefits or affects the land?	NO
(b)	Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the property?	NO
(c)	Any notice of resumption or intended resumption?	NO
(d)	Any proposal to re-align or widen any road which is adjacent to the property?	NO
(e)	Any proposal by any public or statutory authority?	NO
(f)	Any notice from a public or local authority requiring the doing of work or the expenditure of money on the property?	NO
(g)	Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which may be recoverable from the Purchaser?	NO
(h)	Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?	NO
(i)	Any breach of any covenant noted on title?	NO
20	Is there any permissive occupancy of any part of the property or is any one in adverse possession?	NO
21	<u>If the property is sold subject to tenancy</u> , is the tenancy as disclosed in the contract or as has been indicated in writing to the Purchaser?	NOT APPLICABLE



FOLIO: 9404/1182637

SEARCH DATE	TIME	EDITION NO	DATE
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25/9/2024	11:33 PM	3	15/9/2018

LAND

LOT 9404 IN DEPOSITED PLAN 1182637
AT THE PONDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1182637

FIRST SCHEDULE

ANJI HALIM
VENNY VIOLETTA
AS JOINT TENANTS (T AI225599)

SECOND SCHEDULE (22 NOTIFICATIONS)

- 1 DP1144156 RESTRICTION(S) ON THE USE OF LAND
- 2 DP1140276 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 3 DP1148165 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 4 DP1152462 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 5 DP1164464 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 6 DP1156937 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S. 88B INSTRUMENT
- 7 DP1162394 RESTRICTION(S) ON THE USE OF LAND
- 8 DP1154679 RESTRICTION(S) ON THE USE OF LAND
- 9 DP1162694 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (14) IN THE S.88B INSTRUMENT
- 10 DP1162693 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (11) IN THE S.88B INSTRUMENT
- 11 DP1179335 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 12 DP1182637 EASEMENT FOR SUPPORT 0.15 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1182637 EASEMENT FOR SUPPORT 0.15 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 14 DP1182637 EASEMENT FOR OVERHANG & DRAINAGE 0.9 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 15 DP1182637 EASEMENT FOR OVERHANG & DRAINAGE 0.9 METRE(S) WIDE

END OF PAGE 1 - CONTINUED OVER

FOLIO: 9404/1182637

PAGE 2

SECOND SCHEDULE (22 NOTIFICATIONS) (CONTINUED)

- APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1182637 EASEMENT FOR ACCESS AND MAINTENANCE 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 17 DP1182637 EASEMENT FOR ACCESS AND MAINTENANCE 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 DP1182637 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP1182637 EASEMENT FOR TELEVISION SIGNAL RECEPTION OVER EXISTING LINE OF CABLES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 20 DP1182637 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 21 DP1182637 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 22 AI225600 MORTGAGE TO HSBC BANK AUSTRALIA LIMITED

NOTATIONS

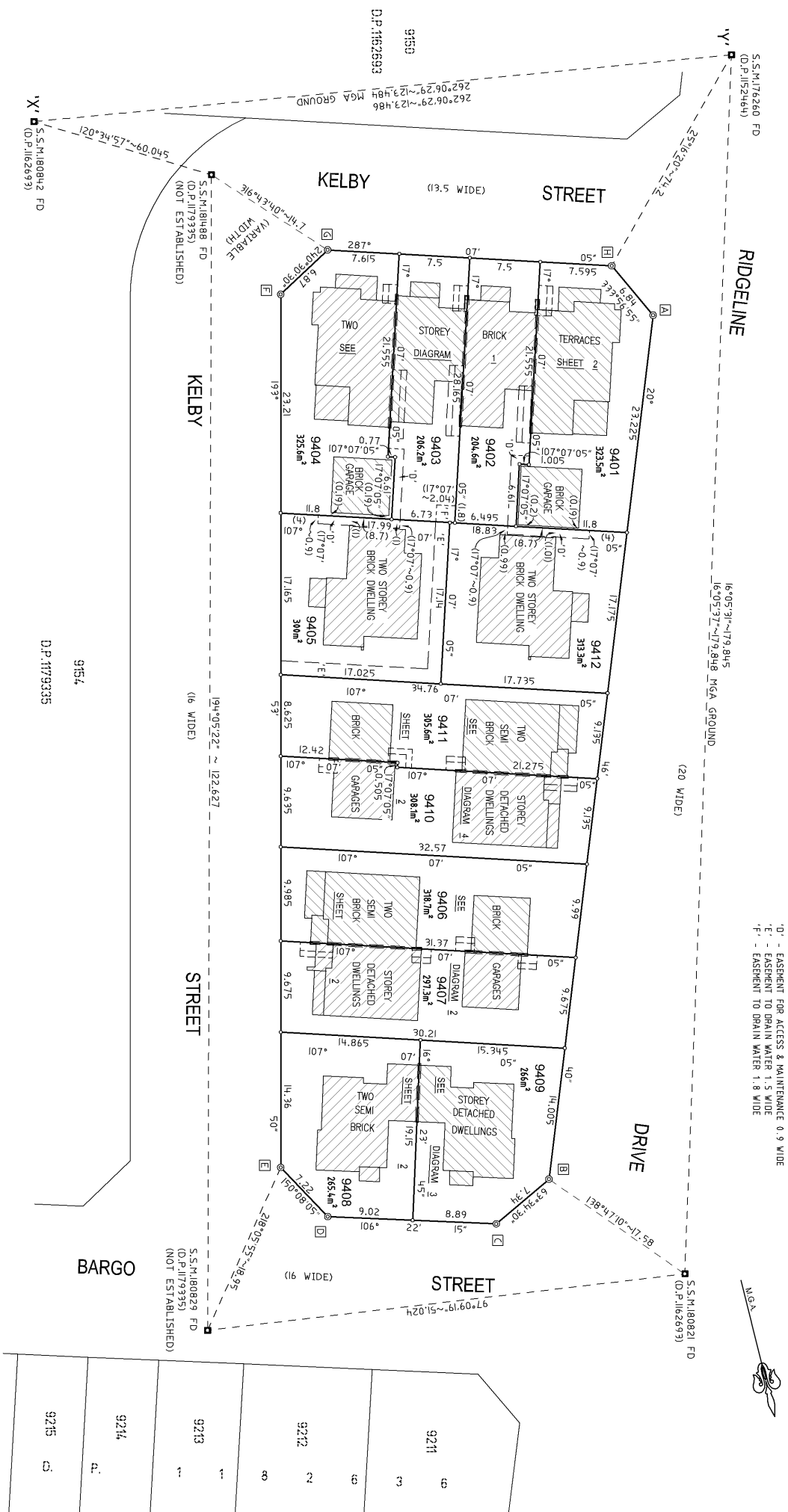
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

240889

PRINTED ON 25/9/2024

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	DESCRIPTION
A	63°51'35"	4.95 & 22.7	D.H.&S.FD (D.P.1162693)
B	138°47'10"	4.815 & 17.58	D.H.&W.FD & S.M.180821 FD (D.P.1179335)
C	207°41'	3.575	D.H.&W
D	240°29'40"	4.25	D.H.&W
E	218°05'55"	5.3 & 18.95	D.H.&W.FD & S.M.180829 FD (D.P.1179335)
F	300°57'05"	3.615 & 12.79	D.H.&S.FD (D.P.1179335)
G	316°43'40"	4.93 & 14.7	D.H.&W.FD & S.M.181488 FD (D.P.1179335)
H	16°15'00"	3.32 & 12.52	D.H.&S.FD (D.P.1179335)

SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 35 (1)(b))			
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS			
FOUND & NOT ESTABLISHED			
MARK	EASTING	NORTHING	ZONE CLASS ORDER
S.S.M.180829	305 503.2	6 268 157.5	56 U
S.S.M.181488	305 473.4	6 268 308.6	56 U
COMBINED SCALE FACTOR 1.00052			

SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 61(2))			
M.G.A. COORDINATES			
MARK	EASTING	NORTHING	ZONE CLASS ORDER
S.S.M.176260	305 402.666	6 267 991.139	56 C 3
S.S.M.180821	305 452.524	6 268 163.948	56 C 4
S.S.M.180842	305 524.987	6 268 008.095	56 C 4
COMBINED SCALE FACTOR 1.00052			

SOURCE: S.C.I.I.M.S. DATED 5 SEPTEMBER 2013

Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 4 SEPTEMBER 2013
Surveyor's Ref: 96-1294

PLAN OF
SUBDIVISION OF LOT 9152 D.P.1179335

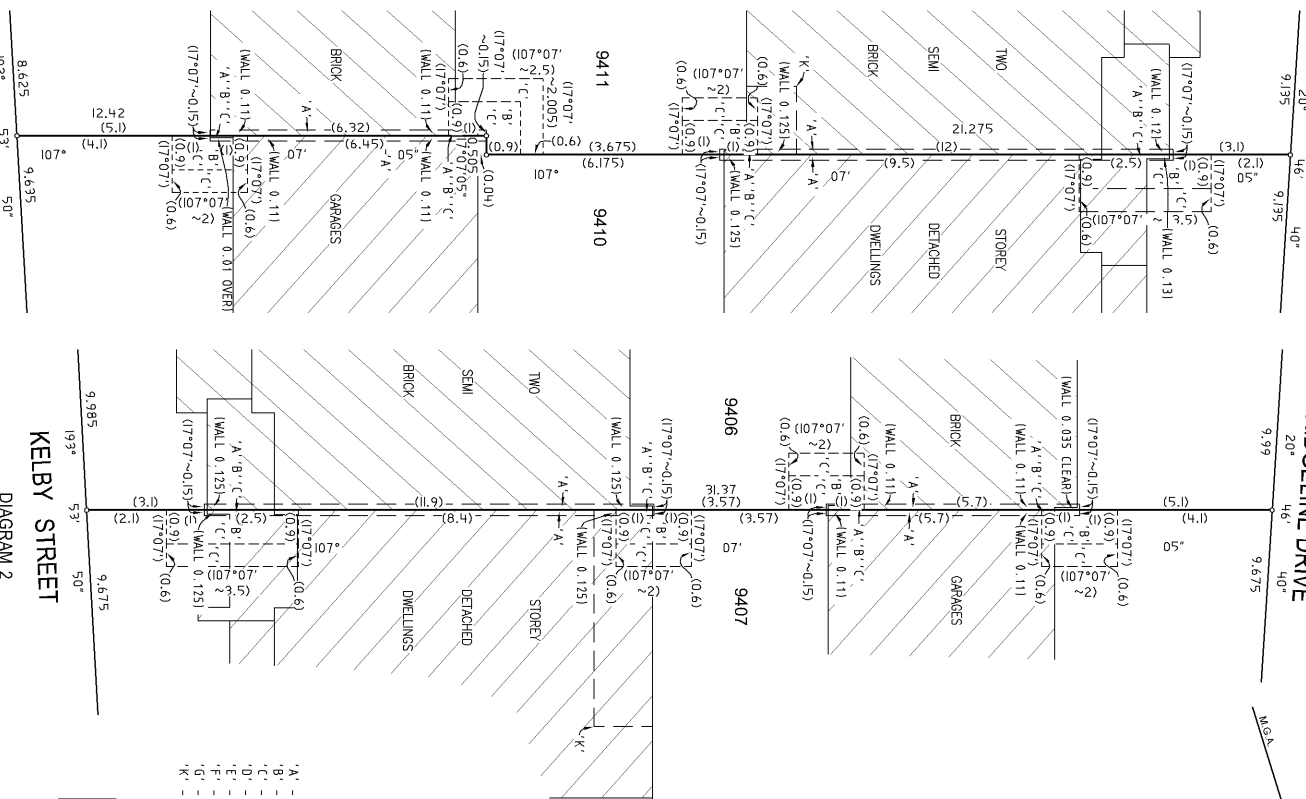
LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12952
Lengths are in metres. Rounding Ratio: 1: 300

Registered
18.10.2013

DP1182637

RIDGELINE DRIVE

RIDGELINE DRIVE



KELBY STREET

DIAGRAM 2

KELBY STREET

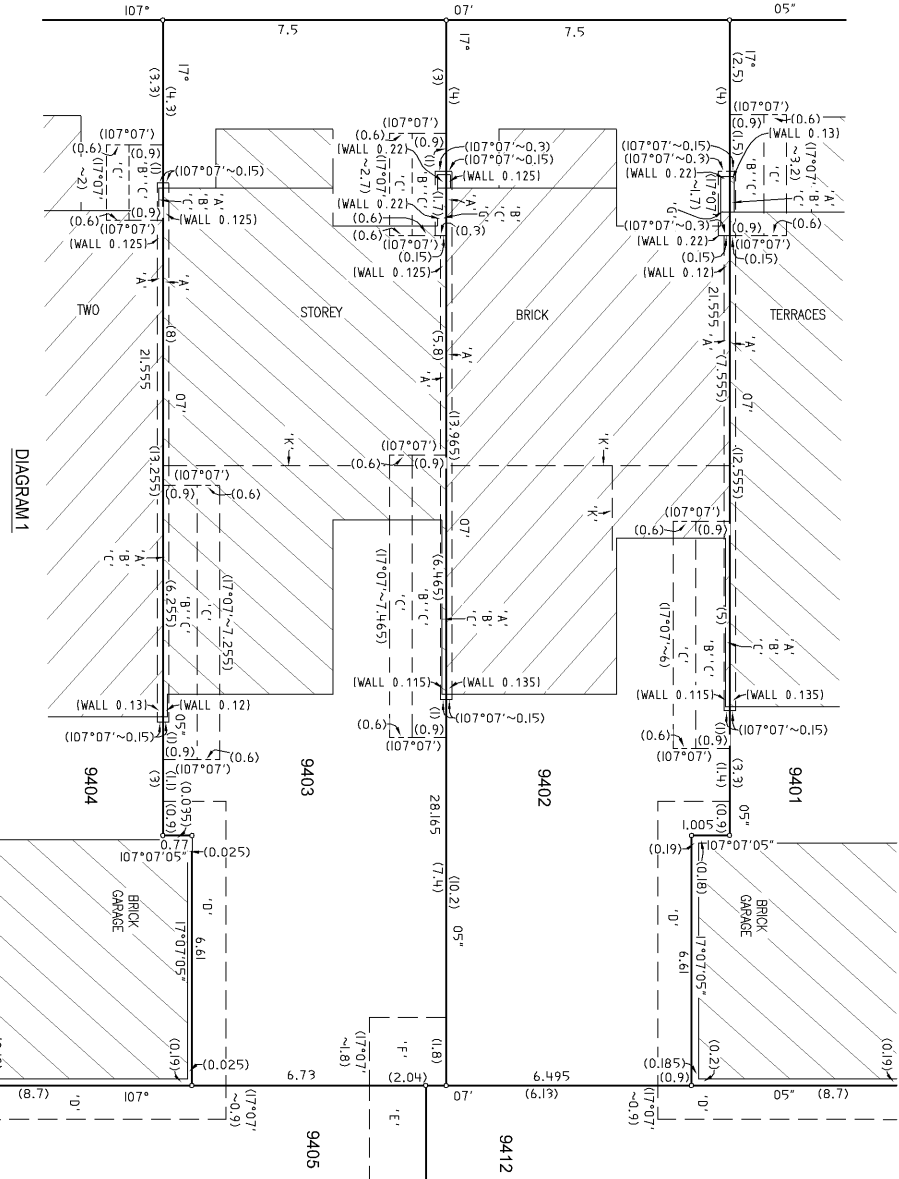


DIAGRAM 1

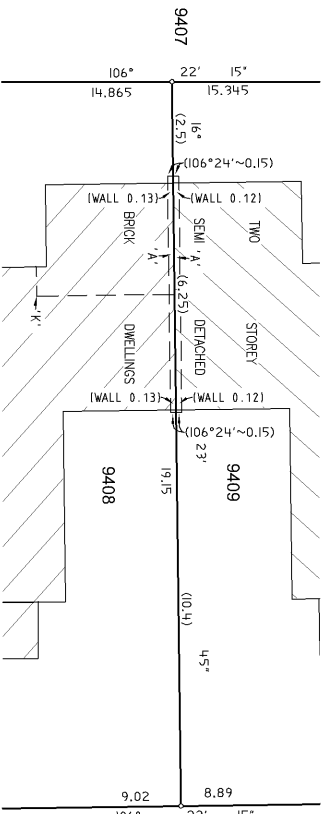


DIAGRAM 3

BARGO STREET

- NOTE:
WALL OFFSETS RELATE TO THE DISTANCE
BETWEEN WALL AND BOUNDARY
- 'A' - EASEMENT FOR SUPPORT 0.15 WIDE
 - 'B' - EASEMENT FOR OVERHANG & DRAINAGE 0.9 WIDE
 - 'C' - EASEMENT FOR ACCESS & MAINTENANCE 1.5 WIDE
 - 'D' - EASEMENT FOR ACCESS & MAINTENANCE 0.5 WIDE
 - 'E' - EASEMENT TO DRAIN WATER 1.5 WIDE
 - 'F' - EASEMENT TO DRAIN WATER 0.3 WIDE
 - 'G' - EASEMENT FOR TELEVISION SIGNAL RECEPTION OVER EXISTING LINE OF CABLE (APPROXIMATE POSITION SHOWN)
 - 'K' - EASEMENT FOR TELEVISION SIGNAL RECEPTION OVER EXISTING LINE OF CABLE (APPROXIMATE POSITION SHOWN)

Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 4 SEPTEMBER 2013
Surveyor's Ref: 961294

PLAN OF
SUBDIVISION OF LOT 9152 D.P. 1179335

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12952
Lengths are in metres. Rounding: 1:100

Registered
18.10.2013

DP1182637

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  18.10.2013

Title System: TORRENS

Purpose: SUBDIVISION

DP1182637

PLAN OF
SUBDIVISION OF LOT 9152 D.P.1179335

LGA: BLACKTOWN
Locality: THE PONDS
Parish: GIDLEY
County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in
approving this plan certify that all necessary approvals in regard to the
allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Survey Certificate

I, ANDREW RICHARD THOMAS
of CRAIG & RHODES PTY LTD

a surveyor registered under the *Surveying and Spatial Information Act*
2002, certify that:

*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on 4 SEPTEMBER 2013

~~*(b) The part of the land shown in the plan (*being/*excluding A.....)~~

~~was surveyed in accordance with the *Surveying and Spatial*
Information Regulation 2012, is accurate and the survey was
completed on, ... the part not surveyed was compiled
in accordance with that regulation.~~

~~*(c) The land shown in the plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.~~

Signature Andrew R. Thomas Dated: 5/9/2013

Surveyor ID: 247

Datum Line: 'X' - 'Y'

Type: *Urban/*Rural

~~The Terrain is *Level Undulating /*Steep Mountainous~~

*Strike through if inapplicable.

*Specify the land actually surveyed or specify and land shown in the plan that
is not the subject of the survey.

Subdivision Certificate

I, Judith Portelli
*Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and*
Assessment Act 1979 have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.

Signature: [Signature]

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 8 OCTOBER 2013

Subdivision Certificate number: 12952

File number: DAP-12-1745

*Strike through inapplicable parts.

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate
public roads, public reserves and drainage reserves or create
easements, restrictions on the use of land and positive covenants

Plans used in the preparation of survey/compilation
D.P. 1179335

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

Surveyor's Reference:
96-12-94

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



18.10.2013

Office Use Only

Office Use Only

DP1182637

PLAN OF

SUBDIVISION OF LOT 9152 D.P.1179335

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

12952

Date of Endorsement:

8/10/13

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING
INSTRUMENT IT IS INTENDED TO CREATE:-

1. EASEMENT FOR SUPPORT 0.15 WIDE
2. EASEMENT FOR SUPPORT 0.3 WIDE
3. EASEMENT FOR OVERHANG & DRAINAGE 0.9 WIDE
4. EASEMENT FOR ACCESS & MAINTENANCE 1.5 WIDE
5. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE
6. EASEMENT TO DRAIN WATER 1.5 WIDE
7. EASEMENT TO DRAIN WATER 1.8 WIDE
8. EASEMENT FOR TELEVISION SIGNAL RECEPTION OVER EXISTING LINE OF CABLE
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND

SIGNED BY CARMEN LORRAINE OSBORNE AS A DELEGATE OF
LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF
REVOCATION OF SUCH DELEGATION

SIGNATURE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 96-12-94

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



18.10.2013

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF LOT 9152 D.P.1179335

DP1182637

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 12952.....

Date of Endorsement: 8/10/13.....

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
9401	165	RIDGELINE	DRIVE	THE PONDS
9402	18	KELBY	STREET	THE PONDS
9403	16	KELBY	STREET	THE PONDS
9404	14	KELBY	STREET	THE PONDS
9405	12	KELBY	STREET	THE PONDS
9406	6	KELBY	STREET	THE PONDS
9407	4	KELBY	STREET	THE PONDS
9408	9	BARGO	STREET	THE PONDS
9409	11	BARGO	STREET	THE PONDS
9410	8	KELBY	STREET	THE PONDS
9411	10	KELBY	STREET	THE PONDS
9412	163	RIDGELINE	DRIVE	THE PONDS

SOURCE: BLACKTOWN CITY COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 96-12-94

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.

Lengths are in Metres

Sheet 1 of 11 Sheets

Plan: **DP1182637**

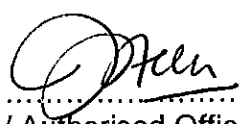
Plan of Subdivision of Lot 9152
 DP1179335 covered by Council's
 Subdivision Certificate No. 12952

<u>Full Name and address of Proprietor of land:</u>	Landcom Level 14 60 Station Street PARRAMATTA NSW 2150
---	---

Part 1

	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 Support 0.15 Wide	9401 9402 9403 9404 9406 9407 9408 9409 9410 9411	9402 9401, 9403 9402, 9404 9403 9407 9406 9409 9408 9411 9410
2.	Easement for Support 0.3 Wide	9402 9403	9401 9402
3.	Easement for Overhang & Drainage 0.9 Wide	9401 9402 9403 9404 9406 9407 9410 9411	9402 9401 9402, 9404 9403 9407 9406 9411 9410

APPROVED BY BLACKTOWN COUNCIL


 General Manager / Authorised Officer

and

Lengths are in Metres

Sheet 2 of 11 Sheets

Plan: **DP1182637**

Plan of Subdivision of Lot 9152
 DP1179335 covered by Council's
 Subdivision Certificate No. 12952

Part 1 (cont)

	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:-
4.	Easement for Access & Maintenance 1.5 Wide	9401 9402 9403 9404 9406 9407 9410 9411	9402 9401 9402, 9404 9403 9407 9406 9411 9410
5.	Easement for Access & Maintenance 0.9 Wide	9402, 9412 9403, 9405	9401 9404
6.	Easement to Drain Water 1.5 Wide	9405	9402, 9403, 9412
7.	Easement to Drain Water 1.8 Wide	9403	9402
8.	Easement for Television Signal Reception over Existing Line of Cable	9402 9403 9407 9408 9411	9401, 9403, 9404 9404 9406 9409 9410
9.	Restriction on Use of Land	Each Lot 9401 to 9412 inclusive	Landcom
10.	Restriction on Use of Land	Each Lot 9401 to 9212 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN COUNCIL


 -General Manager / Authorised Officer

Chd

Lengths are in Metres

Sheet 3 of 11 Sheets

Plan: **DP1182637**

Plan of Subdivision of Lot 9152
DP1179335 covered by Council's
Subdivision Certificate No. 12952

Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

Full and free right and liberty for every person who is at any time entitled to an estate or interest in the lot benefited to have any wall presently erected or to be erected on so much of the lot burdened as is marked "Easement for Support 0.15 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole of such wall and the footings thereof.

Name of Authority empowered to release, vary or modify the Easement numbered 1 in the plan is Blacktown City Council

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

Full and free right and liberty for every person who is at any time entitled to an estate or interest in the lot benefited to have any wall presently erected or to be erected on so much of the lot burdened as is marked "Easement for Support 0.3 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole of such wall and the footings thereof.

Name of Authority empowered to release, vary or modify the Easement numbered 2 in the plan is Blacktown City Council

Terms of easement, profit à prendre, positive easement or positive covenant numbered 3 in the plan.

An Easement for Overhang as set out in Part 10 of Schedule 8 of the Conveyancing Act 1919 as amended together with an Easement to Drain Water as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 as amended.

The proprietor of the burdened lot shall not place any obstructions within the site of the easement nor erect any building or other structure of any kind on or over the site of the easement except for any wall and/or slab, eave and/or gutter and/or roof structure attached to any dwelling that has been granted development approval by Blacktown City Council, and

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-General Manager / Authorised Officer

CHS

Lengths are in Metres

Sheet 4 of 11 Sheets

Plan: **DP1182637**

Plan of Subdivision of Lot 9152
DP1179335 covered by Council's
Subdivision Certificate No. 12952

Part 2 (cont)

The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Easement for Overhang & Drainage and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority empowered to release, vary or modify the Easement numbered 3 in the plan is Blacktown City Council

Terms of easement, profit à prendre, positive easement or positive covenant numbered 4 in the plan.

The proprietor of the lot benefited and persons authorised by him may:

- (a) enter upon the burdened lot but only within the site of this easement.
- (b) do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement.
- (c) remain on the site of this easement for any reasonable time for the said purposes.

In exercising those powers the proprietor of the lot benefited must:

- (a) ensure that all work is done properly and carried out as quickly as practicable; and
- (b) cause as little inconvenience to the proprietor or occupier of the burdened lot; and
- (c) cause as little damage as possible to the burdened lot and any improvement on it and
- (d) restore as nearly as is practicable the burdened lot to its former condition; and
- (e) make good any collateral damage; and

The proprietor of the burdened lot shall not place any obstructions within the site of the easement nor erect any building or other structure of any kind on or over the site of the easement except for any wall and/or slab, eave and/or gutter and/or roof structure attached to any dwelling that has been granted development approval by Blacktown City Council, and

The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Easement for Access & Maintenance and any dispute is a civil matter to be resolved with the relevant parties.

The Authority having the power to release, vary or modify the terms of the easement numbered 4 in the abovementioned plan is Blacktown City Council.

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~~General Manager / Authorised Officer~~

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Lengths are in Metres

Sheet 5 of 11 Sheets

Plan: **DP1182637**

Plan of Subdivision of Lot 9152
DP1179335 covered by Council's
Subdivision Certificate No. 12952

Part 2 (cont)

**Terms of easement, profit à prendre, positive easement or positive covenant
numbered 5 in the plan.**

The proprietor of the lot benefited and persons authorised by him may:

- (a) enter upon the burdened lot but only within the site of this easement.
- (b) do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement.
- (c) remain on the site of this easement for any reasonable time for the said purposes.
- (d) In exercising those powers the proprietor of the lot benefited must:
- (e) ensure that all work is done properly and carried out as quickly as practicable; and
- (f) cause as little inconvenience to the proprietor or occupier of the burdened lot; and
- (g) cause as little damage as possible to the burdened lot and any improvement on it and
- (h) restore as nearly as is practicable the burdened lot to its former condition; and
- (i) make good any collateral damage; and

The proprietor of the burdened lot shall not place any obstructions within the site of the easement nor erect any building or other structure of any kind on or over the site of the easement except for any wall and/or slab, eave and/or gutter and/or roof structure attached to any dwelling that has been granted development approval by Blacktown City Council, and

The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Easement for Access & Maintenance and any dispute is a civil matter to be resolved with the relevant parties.

The Authority having the power to release, vary or modify the terms of the easement numbered 5 in the abovementioned plan is Blacktown City Council.

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-General Manager/ Authorised Officer



Plan: **DP1182637**

Plan of Subdivision of Lot 9152
DP1179335 covered by Council's
Subdivision Certificate No. 12952

Part 2 (cont)

Name of Authority empowered to release, vary or modify the Easement numbered 6 & 7 in the plan is Blacktown City Council

Terms of easement, profit à prendre, positive easement or positive covenant numbered 8 in the plan.

- 8.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lot benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons:
- (a) to have within the lot burdened uninterrupted passage across and through the lot burdened of any existing television signal reception service for the reception of free to air and pay television (including without limitation backbone, lateral and incidental cabling, wires, an electricity meter box, conduits, pipes, ducts, integration systems, a satellite dish (on the roof of the dwelling on the lot burdened) and an antenna (on the roof of the dwelling on the lot burdened) (collectively referred to as "Receiving Equipment"); and
 - (b) the right to keep the Receiving Equipment within the lot burdened; and
 - (c) the right to enter the lot burdened with or without equipment to inspect, test, clean, maintain, service, repair and, where necessary, replace the Receiving Equipment; and
 - (d) the right to install replacement Receiving Equipment reasonably necessary for the use and enjoyment of signal reception of television services for the lot benefited in reasonable places within the lot burdened and do anything reasonably necessary for that purpose including:
 - (i) enter the lot burdened with or without equipment; and
 - (ii) carry out work on the lot burdened including laying, repairing, maintaining and replacing Receiving Equipment.
- 8.2 For the purposes of section 88BA of the Conveyancing Act 1919, the registered proprietor of the lot benefited must maintain and repair the Receiving Equipment.
- 8.3 If the registered proprietor of the lot benefited is required to carry out maintenance and repairs to the Receiving Equipment as a result of the negligence of the registered proprietor of the lot burdened (or a person interested in an estate or interest in possession from time to time of the lot or part of the lot burdened) or any person authorised by them, then the registered proprietor of the lot burdened

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General Manager / Authorised Officer



Plan: **DP1182637**

Plan of Subdivision of Lot 9152
DP1179335 covered by Council's
Subdivision Certificate No. 12952

Part 2 (cont)

(or the person interested in an estate or interest in possession from time to time of the lot burdened, as the case may be) must pay its reasonable costs for carrying out the maintenance and repairs. The registered proprietor of the lot benefited must give sufficient information about the costs it has incurred.

- 8.4 The registered proprietor of the lot burdened acknowledges that:
- (a) the Receiving Equipment (except that part that comprises the satellite dish installed on the lot burdened, if any ("Satellite Dish")) is and remains the property of the registered proprietor of the lot benefited; and
 - (b) the Satellite Dish is and remains the property of the service provider who installed or procured the installation of the Satellite Dish ("Service Provider"); and
 - (c) for the purposes of this easement, the Service Provider is an authorised person of the registered proprietor of the lot benefited; and
 - (d) subject to clause 8.5, the registered proprietor of the lot benefited may authorise the Service Provider to access the lot burdened to inspect, maintain and repair the Receiving Equipment (or any part of the Receiving Equipment, eg the Satellite Dish).
- 8.5 The registered proprietor and persons interested in an estate or interest in possession from time to time of the lot or part of the lot benefited (and any person authorised by them) must, in exercising their rights under this easement:
- (a) ensure all work is done properly; and
 - (b) cause as little interference as possible to the registered proprietor and any occupier of the lot burdened; and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
 - (d) promptly remove (in a manner which causes minimum disruption to the lot burdened) the Receiving Equipment or part of the Receiving Equipment if a service or this easement is no longer required and make good the lot burdened; and
 - (e) make good any collateral damage.
- 8.6 The registered proprietor of the lot benefited may enter into arrangements and agreements with the Service Provider for the ongoing use, maintenance, repair and replacement of, and access to, the Receiving Equipment or any part of the Receiving Equipment that is the subject of this easement.

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General Manager / Authorised Officer



Plan: **DP1182637**

Plan of Subdivision of Lot 9152
DP1179335 covered by Council's
Subdivision Certificate No. 12952

Part 2 (cont)

8.7 Before the registered proprietor of the lot benefited (or any person authorised by them) may enter the lot burdened to exercise the rights granted by this easement, it must give reasonable notice (i.e. not less than 24 hours) to the registered proprietor of the lot burdened of its intention to do so (unless it is an emergency, in which case no notice is required).

8.8 If:

- (a) a lot burdened has an electricity booster meter box for the distribution of electricity to the lot burdened and other lots burdened by this easement; and
- (b) the registered proprietor of that lot burdened incurs a cost for the distribution of that electricity

the registered proprietor of the lot benefited agrees to reimburse them for the cost of the electricity consumed, which must be paid annually in advance (on a per budget year basis) calculated according to the assessment made by the engineer or other qualified consultant appointed by the registered proprietor of the lot benefited.

8.9 For the purposes of clause 8.8 each affected registered proprietor of a lot burdened acknowledges that the reimbursement made by the registered proprietor of the lot benefited is (in respect of each budget year) in full payment of the electricity consumed in connection with the operation of the electricity booster meter box on their lot burdened.

8.10 Each registered proprietor of a lot burdened and persons interested in an estate or interest in possession from time to time of the lot or part of the lot burdened:

- (a) agrees not to (nor permit or authorise anyone to) interfere, or otherwise tamper, with the Receiving Equipment; and
- (b) acknowledges that the registered proprietor of the lot benefited is not responsible for any losses that the registered proprietor of the lot burdened, or any person interested in an estate or interest in possession of the lot or part of the lot burdened, may incur as a result of the Receiving Equipment, or any services provided by the Service Provider, failing to operate or failing to operate properly; and
- (c) releases, to the extent permitted by law, and indemnifies the registered proprietor of the lot benefited from and against any claims, demands, losses, expenses and liabilities (or any of these) which arise as a result of:

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General Manager / Authorised Officer

chp

Plan: **DP1182637**

Plan of Subdivision of Lot 9152
DP1179335 covered by Council's
Subdivision Certificate No. 12952

Part 2 (cont)

- (i) them (or any other person authorised by them) interfering, or otherwise tampering, with the Receiving Equipment; or
- (ii) the Receiving Equipment, or any services provided by the Service Provider, failing to operate or failing to operate properly.

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

- (a) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
- (b) No main building shall be erected on each burdened lot unless it has a garage. The garage shall have a minimum floor area of 16 square metres and be constructed of the same materials as the main building.
- (c) No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing element contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- (d) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
- (e) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

Name of Authority having the right to release, vary, or modify the terms of the restriction numbered 9 in the plan is Landcom for such period as it is the registered proprietor of any land benefited by this restriction. Thereafter, the power shall revert to the beneficiaries of this restriction.

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

No development of the lot hereby burdened shall be permitted unless in accordance with plans approved by Notice of Determination No. 12-1745 issued by Blacktown City Council on 27 December 2012.

APPROVED BY BLACKTOWN COUNCIL


-General Manager / Authorised Officer



Plan: **DP1182637**

Plan of Subdivision of Lot 9152
DP1179335 covered by Council's
Subdivision Certificate No. 12952

Part 2 (cont)

This restriction will be in force until such time as the Final Occupation Certificate is issued for the dwellings on the lots hereby burdened.

Blacktown City Council will raise no objection to the extinguishment of this Restriction upon construction of the dwellings in accordance with approved plans under Development Consent No. 12-1745 issued by Blacktown City Council on 27 December 2012 and issue of the Final Occupation Certificate.

Name of Authority empowered to release, vary or modify the Restriction numbered 10 in the plan is Blacktown City Council

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-General Manager/ Authorised Officer

CHS

Plan: **DP1182637**

Plan of Subdivision of Lot 9152
DP1179335 covered by Council's
Subdivision Certificate No. 12952

Part 2

SIGNED by me, CARMEN LORRAINE OSBORNE)
as Delegate of **LANDCOM** who hereby declares)
that she has no notice of the revocation of such)
delegation in the presence of)

C Osborne

Landcom
by its Delegate

[Signature]

Signature of WITNESS

NICK CONDITSIS

Name of Witness (BLOCK LETTERS)
**SENIOR DEVELOPMENT MANAGER
LANDCOM**

Address of Witness

**LEVEL 14,
60 STATION STREET,
PARRAMATTA. NSW. 2150**

9 October 2013
Date of execution

BLACKTOWN CITY COUNCIL

[Signature]

Judith Portelli

Manager Development Services

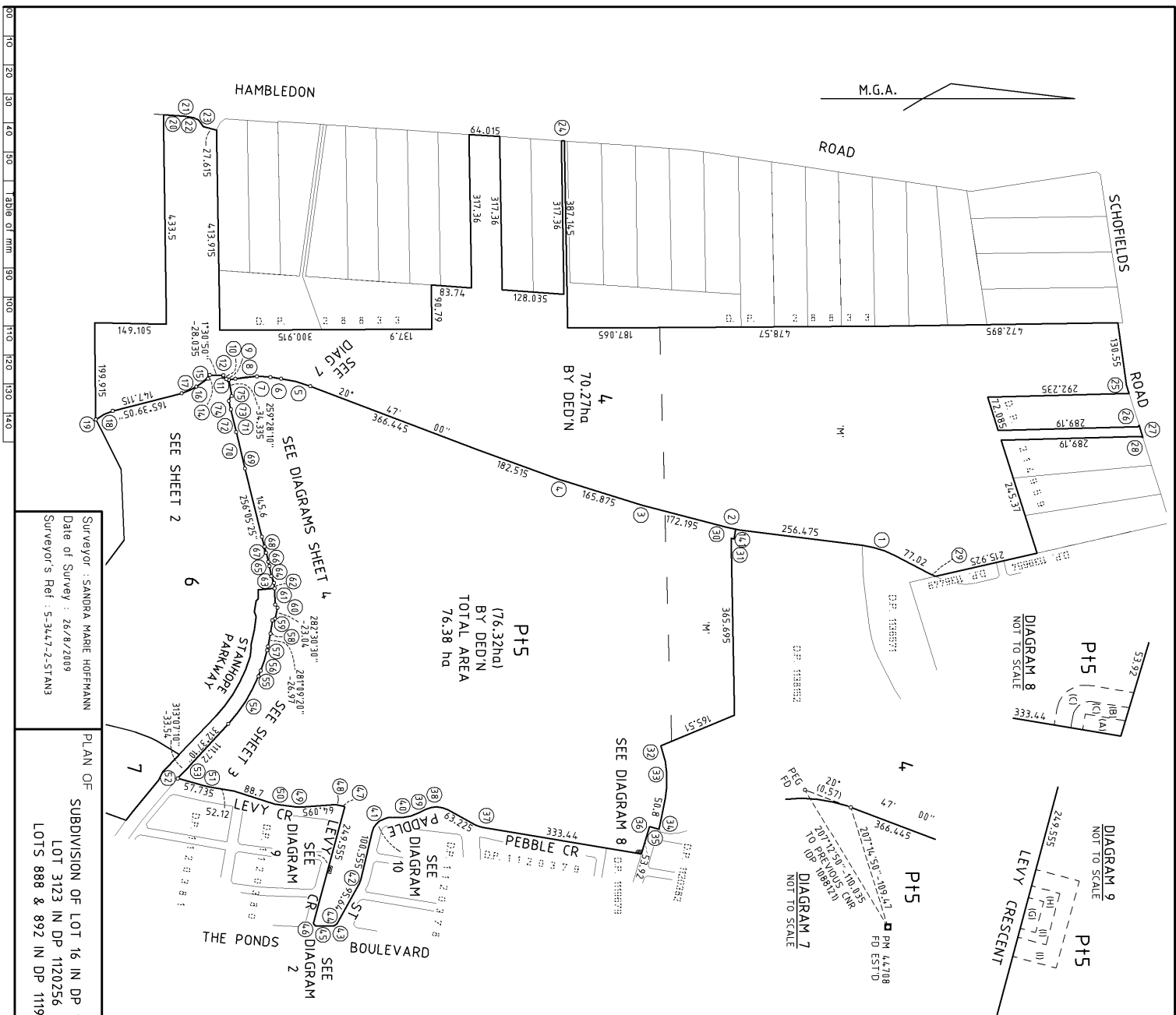
APPROVED BY BLACKTOWN COUNCIL

~~General Manager~~ / Authorised Officer

REGISTERED

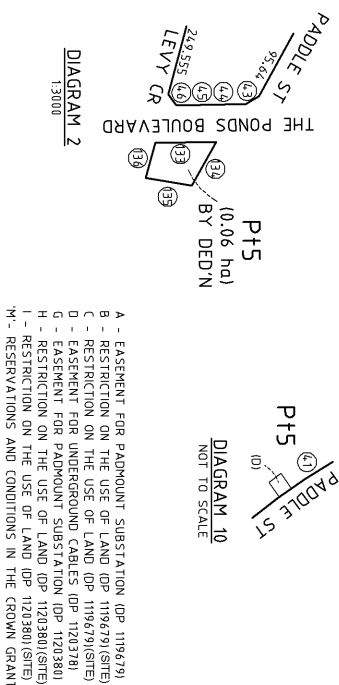


18.10.2013



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1				200	45				
2		72.145	25.85	200	46		26.08	7.225	
3		11.855	250	47		4.665			
4		11.9	250	48		23.95			56
5		62.855	62.98	287.4	49				
6		22.565			50		4.7235		100
7		27.935		158	51		9.585		
8		50.415	50.48	286.3	52		0.08		1013.5
9		8.355	8.37	35.5	53		8.83		328
10		5.12	5.17	10.5	54		117.07		
11		8.34		11.5	55				
12		1.665			56		44.085		263.5
13		28.035			57		334		334
14		8.475			58		27.685		
15		25.86			59				
16		33.335		95.5	60		8.165		337.5
17		39.28	39.64	84.695	61		11.215		22
18		0.77			62		3.735		8
19		4.364			63		21.39		334
20		18.815			64		9.135		
21		11.445			65		19.3		513.5
22		6.12			66		21.265		986.5
23		17.695			67		4.3875		4.984.5
24		3.665			68		33.805		5013.5
25		27.02			69		22.405		976
26		4.865			70		25.61		1024
27		16.695		200	71		8.715		
28		18.015		200	72		3.61		
29		5.695		220	73		32.795		
30		102.01		200	74		27.03		
31		14.695		200	75		25.165		
32		180		180	76		19.55		
33		4.61		50	77		20		
34		16.93		50	78				
35		48.69		50	79				
36		56.89		100	80				
37		55.79		38.745	81				
38		9.16		33.4	82				
39				360	83				
40					84				
41					85				
42					86				
43					87				
44					88				



- A - EASEMENT FOR PADMOUNT SUBSTATION (DP 119679)
B - RESTRICTION ON THE USE OF LAND (DP 119679)(SITE)
C - RESTRICTION ON THE USE OF LAND (DP 119679)(SITE)
D - EASEMENT FOR UNDERGROUND CABLES (DP 1120378)
E - EASEMENT FOR PADMOUNT SUBSTATION (DP 1120380)
F - RESTRICTION ON THE USE OF LAND (DP 1120380)(SITE)
G - RESTRICTION ON THE USE OF LAND (DP 1120380)(SITE)
H - RESTRICTION ON THE USE OF LAND (DP 1120380)(SITE)
I - RESTRICTION ON THE USE OF LAND (DP 1120380)(SITE)
J - RESERVATIONS AND CONDITIONS IN THE CROWN GRANT

Surveyor: SANDRA MARE HOFFMANN
Date of Survey: 26/8/2009
Surveyor's Ref: S-3447-2-STANS

PLAN OF SUBDIVISION OF LOT 16 IN DP 1088121,
LOT 3123 IN DP 1120256 &
LOTS 888 & 892 IN DP 1119045

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No: 12336
Lengths are in metres. Reduction Ratio: 1:6000

Registered
16.12.2009

DP1144156

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
10	196°37'15"	5.12	5.17	10.5	94	119°57'40"	14.335	144.505	303
11	45°29'20"	8.34	8.34	11.5	95	133°34'00"	1.995	1.995	1007
12	258°08'45"	1.665	1.665	11.5	96	206°01'50"	17.155	17.18	100
13	116°45'05"	8.475	8.475	11.5	97	21°06'40"	35.28	35.28	100
14	114°37'55"	3.6	3.6	11.5	98	197°06'20"	13.965	13.975	100
15	114°39'05"	25.86	25.86	11.5	99	197°06'20"	14.86	14.86	100
16	115°39'05"	33.365	33.365	11.5	100	197°06'20"	14.86	14.86	100
17	155°39'05"	39.28	39.28	11.5	101	197°06'20"	14.86	14.86	100
18	152°14'35"	39.28	39.28	11.5	102	197°06'20"	14.86	14.86	100
19	243°00'45"	4.364	4.364	11.5	103	133°18'50"	6.87	6.87	1007
20	3°56'00"	18.815	18.815	11.5	104	131°16'50"	26.755	26.76	1007
21	9°40'00"	11.445	11.445	11.5	105	121°16'50"	30.015	30.015	1007
22	23°19'00"	17.315	17.315	11.5	106	121°16'50"	39.95	39.95	1007
23	53°17'00"	11.095	11.095	11.5	107	121°16'50"	39.95	39.95	1007
24	248°31'50"	3.7	3.735	8	108	121°16'50"	39.95	39.95	1007
25	247°18'10"	21.39	21.39	334	109	121°16'50"	39.95	39.95	1007
26	258°50'40"	9.135	9.135	11.5	110	121°16'50"	39.95	39.95	1007
27	257°00'35"	19.3	19.3	513.5	111	121°16'50"	39.95	39.95	1007
28	255°55'55"	12.885	12.885	11.5	112	121°16'50"	39.95	39.95	1007
29	74°51'20"	21.265	21.265	11.5	113	121°16'50"	39.95	39.95	1007
30	255°28'25"	4.3875	4.3875	11.5	114	121°16'50"	39.95	39.95	1007
31	256°20'35"	33.805	33.805	11.5	115	121°16'50"	39.95	39.95	1007
32	256°24'05"	22.405	22.405	11.5	116	121°16'50"	39.95	39.95	1007
33	256°52'00"	25.61	25.61	11.5	117	121°16'50"	39.95	39.95	1007
34	256°48'25"	25.61	25.61	11.5	118	121°16'50"	39.95	39.95	1007
35	76°05'25"	18	18	11.5	119	121°16'50"	39.95	39.95	1007
36	291°06'00"	3.61	3.61	11.5	120	121°16'50"	39.95	39.95	1007
37	326°16'30"	12.79	12.79	11.5	121	121°16'50"	39.95	39.95	1007
38	35°05'	59.53	59.53	11.5	122	121°16'50"	39.95	39.95	1007
39	26°05'	18.74	18.74	11.5	123	121°16'50"	39.95	39.95	1007
40	14°27'24.0"	6.23	6.23	11.5	124	121°16'50"	39.95	39.95	1007
41	66°59'55"	10.05	10.05	11.5	125	121°16'50"	39.95	39.95	1007
42	98°19'50"	29.53	29.53	11.5	126	121°16'50"	39.95	39.95	1007
43	94°47'50"	12.65	12.65	11.5	127	121°16'50"	39.95	39.95	1007
44	91°22'05"	13.35	13.35	11.5	128	121°16'50"	39.95	39.95	1007

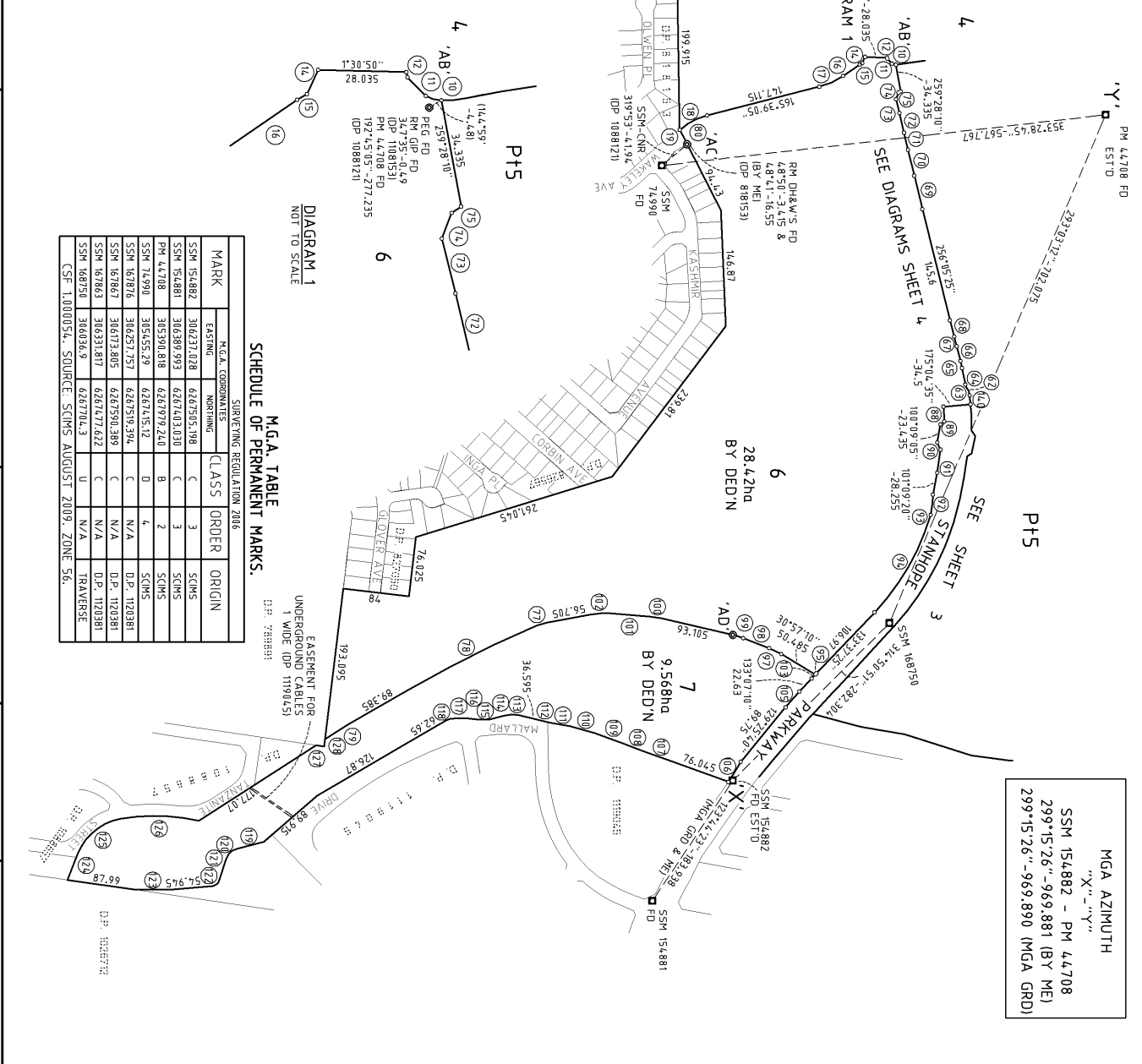


Diagram 1 NOT TO SCALE

MARK	EASTING	NORTHING	CLASS	ORDER	ORIGIN
SSM 154882	306231.028	6267905.198	C	3	SCMS
SSM 154881	306389.932	6267403.030	C	3	SCMS
PM 44708	306390.818	6267779.240	B	2	SCMS
SSM 16790	306455.29	6267151.12	D	4	SCMS
SSM 16786	306251.757	6267519.304	C	N/A	D.P. 1120381
SSM 16787	306173.805	6267590.389	C	N/A	D.P. 1120381
SSM 16783	306331.817	6267177.622	C	N/A	D.P. 1120381
SSM 16750	306036.9	6267704.3	U	N/A	TRAVERSE

CSF 1.000051, SOURCE: SCMS AUGUST 2009, ZONE 56.

SCHEDULE OF PERMANENT MARKS.

MARK	EASTING	NORTHING	CLASS	ORDER	ORIGIN
SSM 154882	306231.028	6267905.198	C	3	SCMS
SSM 154881	306389.932	6267403.030	C	3	SCMS
PM 44708	306390.818	6267779.240	B	2	SCMS
SSM 16790	306455.29	6267151.12	D	4	SCMS
SSM 16786	306251.757	6267519.304	C	N/A	D.P. 1120381
SSM 16787	306173.805	6267590.389	C	N/A	D.P. 1120381
SSM 16783	306331.817	6267177.622	C	N/A	D.P. 1120381
SSM 16750	306036.9	6267704.3	U	N/A	TRAVERSE

CSF 1.000051, SOURCE: SCMS AUGUST 2009, ZONE 56.

Surveyor: SANDRA MARIE HOFFMANN
Date of Survey: 26/8/2009
Surveyor's Ref: S-3447-2-STAN3

PLAN OF SUBDIVISION OF LOT 16 IN DP 1088121,
LOT 3123 IN DP 1120256 &
LOTS 888 & 892 IN DP 1119045

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No: 12336
Lengths in metres Reduction Ratio 1:4,000

Registered
16.12.2009

DP1144156

SHEET 3

JOINS

PtS

STANHOPE

SEE

DIAGRAMS

DIAGRAM 4

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 5

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 6

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 7

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 8

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 9

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 10

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 11

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 12

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 13

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 14

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 15

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 16

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 17

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 18

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 19

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 20

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 21

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

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SEE

DIAGRAM 22

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

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SEE

DIAGRAM 23

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 24

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 25

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 26

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 27

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 28

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

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DIAGRAM 29

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

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DIAGRAM 30

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 31

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 32

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 33

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 34

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 35

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 36

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 37

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 38

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 39

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 40

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 41

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 42

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 43

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

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DIAGRAM 44

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

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DIAGRAM 45

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STANHOPE PARKWAY

LEVY CR.

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DIAGRAM 46

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STANHOPE PARKWAY

LEVY CR.

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DIAGRAM 47

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STANHOPE PARKWAY

LEVY CR.

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DIAGRAM 48

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STANHOPE PARKWAY

LEVY CR.

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DIAGRAM 49

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

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DIAGRAM 50

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 51

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 52

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 53

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

PtS

SEE

DIAGRAM 54

NOT TO SCALE

STANHOPE PARKWAY

LEVY CR.

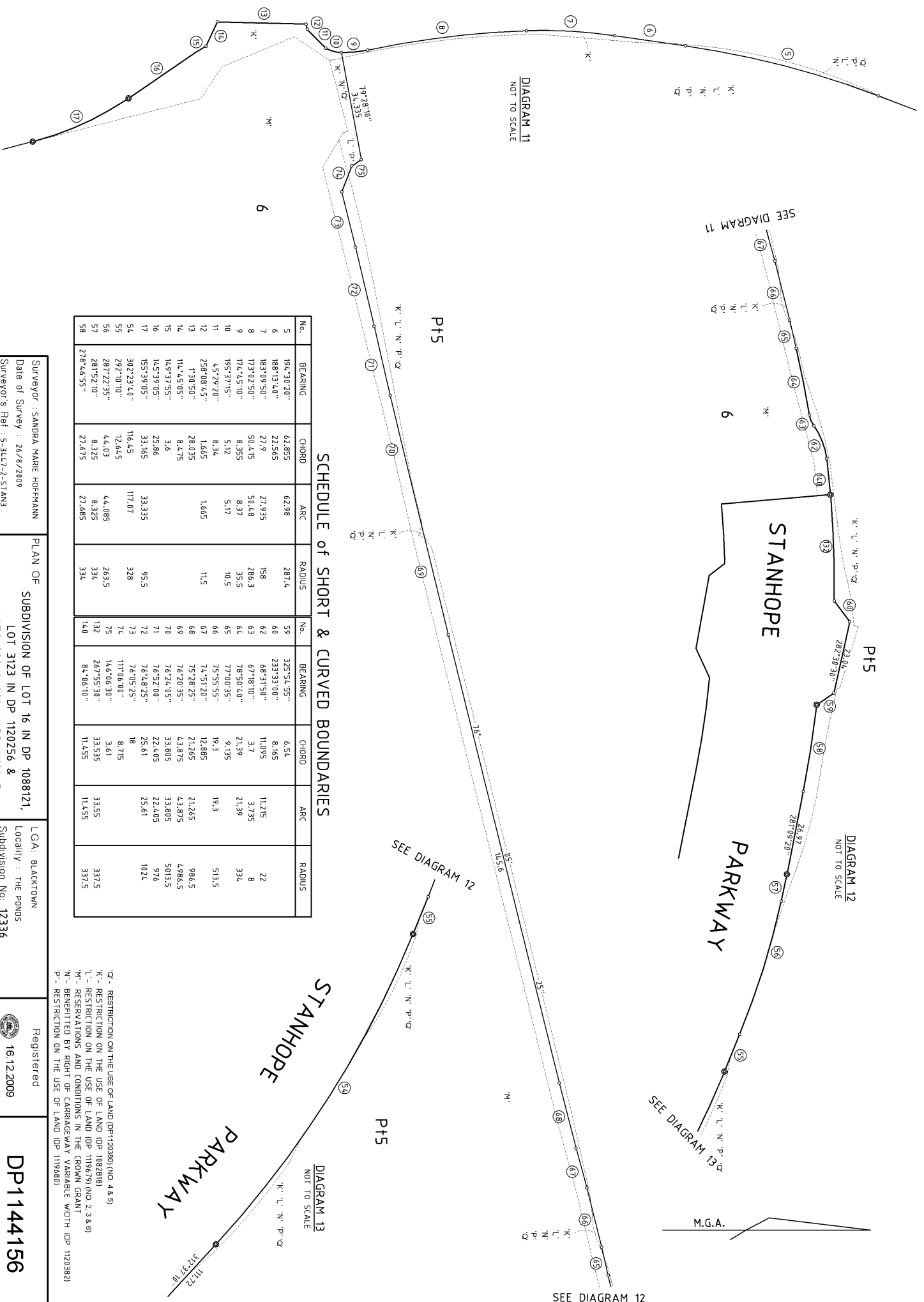
PtS

SEE

DIAGRAM 55

NOT TO SCALE

STANHOPE PARKWAY



No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
5	191.301.20"	62.855	62.98	287.4	59	325.54.55"	6.56		
6	188.13.40"	22.565			60	233.33.00"	8.65		
7	189.09.50"	27.9	27.935	158	62	68.31.50"	11.095	11.215	22
8	173.02.50"	50.615	50.618	286.3	63	67.18.10"	3.7	3.735	8
9	174.45.10"	8.355	8.37	35.5	64	78.50.40"	21.39	21.39	334
10	195.37.15"	5.12	5.17	10.5	65	77.00.35"	9.155		
11	4.5.29.20"	8.34			66	75.55.95"	19.3	19.3	513.5
12	258.08.45"	1.665	1.665	11.5	67	74.51.20"	12.885		
13	130.50"	28.035			68	75.28.25"	21.265	21.265	986.5
14	114.45.05"	8.4.75			69	76.20.35"	4.8.975	4.8.975	14.986.5
15	14.37.55"	3.6			70	76.24.05"	33.805	33.805	5013.5
16	165.39.05"	25.86			71	76.52.05"	22.405	22.405	976
17	155.39.05"	33.465	33.335	95.5	72	76.48.20"	25.61	25.61	1024
18	30.2.23.60"	116.5	117.07	328	73	76.05.25"	18		
19	29.2.10.10"	12.645			74	111.06.00"	8.715		
20	28.7.2.35"	44.03	44.085	263.5	75	14.6.06.30"	3.61		
21	28.75.2.10"	8.325	8.325	334	76	26.75.10"	33.535	33.55	337.5
22	278.4.6.55"	27.675	27.675	334	77	84.06.10"	114.55	114.55	337.5

SCHEDULE of SHORT & CURVED BOUNDARIES

Surveyor : SANDRA MARE HOFFMANN
Date of Survey : 26/8/2009
Surveyor's Ref : 5-3447-2-STAN3

PLAN OF
SUBDIVISION OF LOT 16 IN DP 1088121,
LOT 3123 IN DP 1120256 &
LOTS 888 & 892 IN DP 1119045

LGA: BLACKTOWN
Locality : THE PONDS
Subdivision No: 12336

Registered
16.12.2009

DP1144156

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

Pursuant to Section 88B of the Conveyancing Act 1919 as amended, it is intended to create:

1. Restriction on the Use of Land
2. Restriction on the Use of Land
3. Restriction on the Use of Land

It is intended to dedicate the extension of Stanhope Parkway and the Road Widening to the Public as Public Road

DP1144156

Registered:  16.12.2009

Title System: TORRENS

Purpose: SUBDIVISION

**PLAN OF SUBDIVISION OF LOT 16 IN D.P. 1088121,
LOT 3123 IN D.P. 1120256 & LOTS 888 AND 892 IN
D.P. 1119045**

LGA: Blacktown

Locality: The Ponds

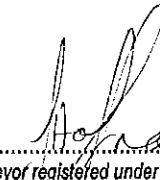
Parish: Gidley

County: Cumberland

Surveying Regulation, 2006

I, Sandra Marie Hoffmann
of Conics (Sydney) Pty Ltd
a surveyor registered under the *Surveying Act, 2002*, certify that the
survey represented in this plan is accurate, has been made in
accordance with the *Surveying Regulation, 2006* and was completed
on: 26/8/2009

The survey relates Stanhope Parkway and the boundaries denoted
AA-AB-AC and AB-Q-U-AD.

Signature  Dated: 29/9/09
Surveyor registered under the *Surveying Act, 2002*

Datum Line: X-Y (MGA)
Type: Urban

Plans used in the preparation of survey/compilation

DP1088121	DP1120380
DP1119045	DP818153
DP1120256	
DP1116764	
DP1108153	
DP1120381	
DP1119679	
DP1120378	

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 5/3447/2/STAN3

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)

that all necessary approvals in regard to the allocation of the land
shown herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and
Assessment Act 1979 have been satisfied in relation to:

the proposed Subdivision set out herein



* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Blacktown City Council

Date of Endorsement: 23rd November 2009

Accreditation no: Not Applicable

Subdivision Certificate no: 12336

File no: DA-04-2457

* Delete whichever is inapplicable.

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 16 IN D.P. 1088121,
LOT 3123 IN D.P. 1120256 & LOTS 888 AND 892 IN
D.P. 1119045

DP1144156

*

Registered:



16.12.2009

*

Subdivision Certificate No: 12336

Date of Endorsement: 23rd November 2009

SIGNED BY ME *CARMEN LORRAINE OSBORNE*
AS A DELEGATE OF LANDCOM AND I HEREBY
CERTIFY THAT I HAVE NO NOTICE OF REVOCATION
OF SUCH DELEGATION.

(Signature)

C Osborne

SURVEYOR'S REFERENCE: 5/3447/2/STAN3

* OFFICE USE ONLY

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

Plan: **DP1144156**

ePlan
(Sheet 1 of 2 sheets)

Subdivision of Lot 16 in D.P. 1088121, Lot 3123 in
D.P. 1120256 and Lots 888 & 892 in D.P. 1119045
Covered by Subdivision Certificate
No12336 of 23rd November 2009

Full name and address of the owner of the land: **LANDCOM**
Level 2, 330 Church Street
PARRAMATTA NSW 2150

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify 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	Restriction on the Use of Land	4 7	Blacktown City Council
2	Restriction on the Use of Land	5	Blacktown City Council
3	Restriction on the Use of Land	6 7	Blacktown City Council

Part 2 (Terms)

1. Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

No further development of the lot burdened is to take place unless it is approved by development consent granted by Blacktown City Council. As a condition of such development consent, Blacktown City Council may require, amongst other things, construction of roads and drainage works, the provision of lot fill, flora/fauna and site contamination assessments, the payment of Section 94 Contributions/Planning Agreement, conservation outcomes as required by the Department of Environment and Conservation, and bushfire protection.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Blacktown City Council

2. Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

No Vehicular access is permitted either to or from Stanhope Parkway across the boundaries indicated 'Q' – 'R' and 'S' – 'T'.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Blacktown City Council

3. Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

No vehicular access is permitted either to or from Stanhope Parkway across the boundaries indicated 'U' – 'V' and 'W' – 'Z'.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Blacktown City Council

AG

ePlan

(Sheet 2 of 2 sheets)

Plan: **DP1144156**

Subdivision of Lot 16 in D.P. 1088121, Lot 3123 in
D.P. 1120256 and Lots 888 & 892 in D.P. 1119045
Covered by Subdivision Certificate
No 12336 of 23rd November 2009

Full name and address of the owner of the land:

LANDCOM
Level 2, 330 Church Street
PARRAMATTA NSW 2150

SIGNATURES

Signed by me CARMEN LORRAINE OSBORNE
as delegate of **LANDCOM** who hereby
declares that he has no notice of the
revocation of the delegation in the
presence of:

Kathie Dawson
Kathie Dawson
142 Sunnyholt Rd
Blacktown NSW 2148

Osborne
Landcom

REGISTERED



16.12.2009

BLACKTOWN CITY COUNCIL

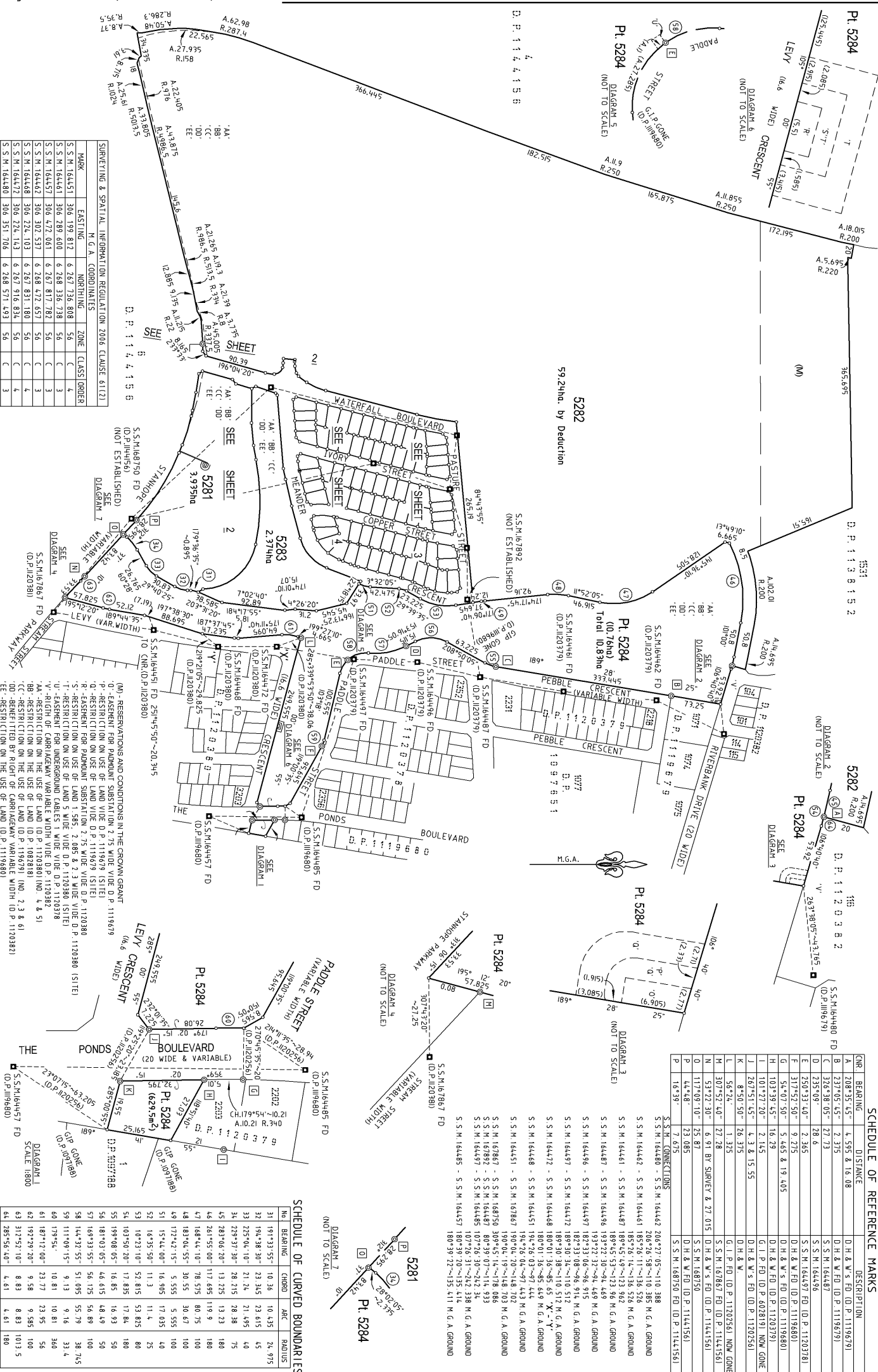
P. Daw

Manager Development Services

Approved by Blacktown City Council

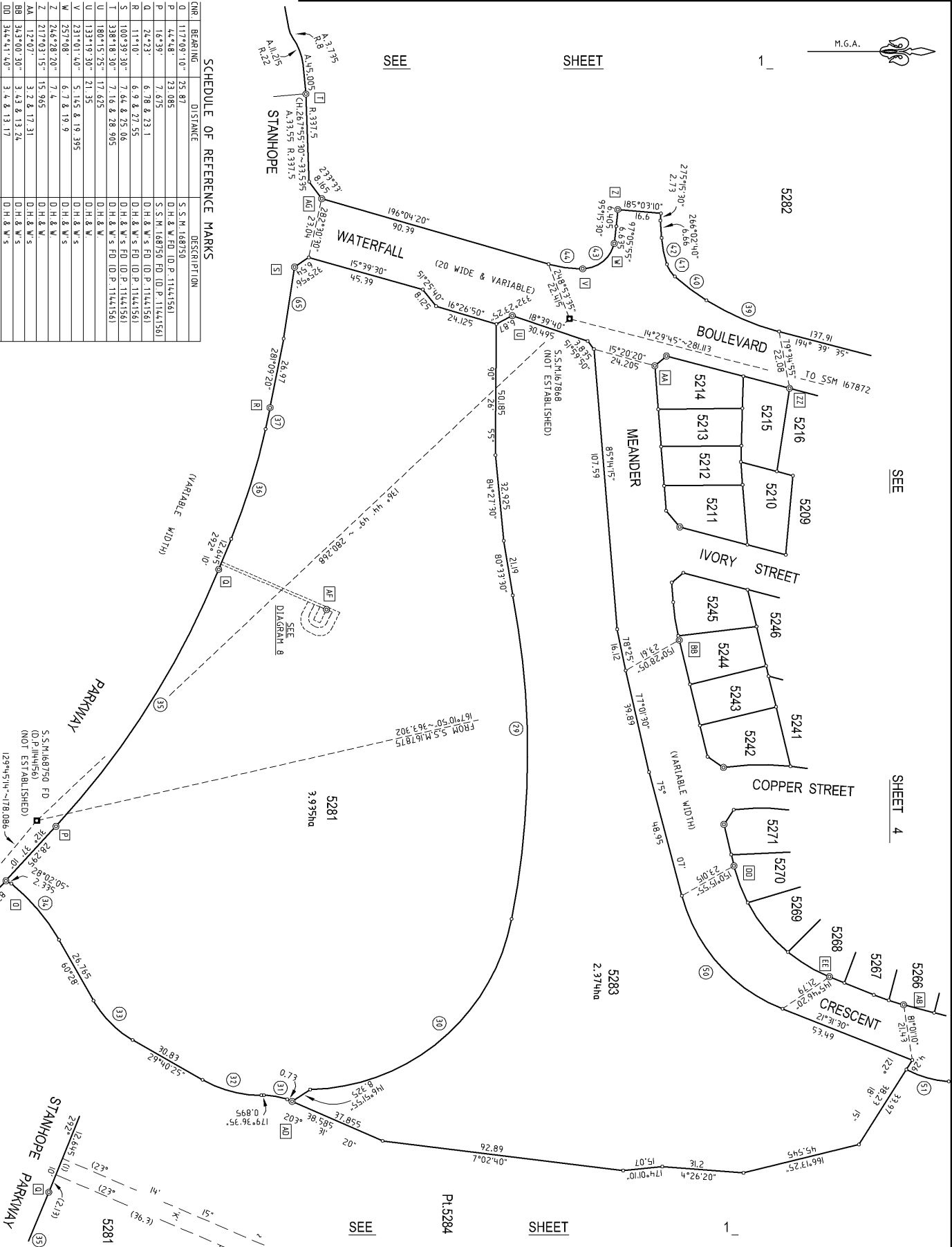
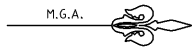
Authorised Officer

plan Sheet 1 of 4 sheets



QNR	BEARING	DISTANCE	DESCRIPTION
A	208°35'.45"	4.585 ± 16.038	D.H. & W.S. FD. (D.P. 1119629)
B	237°05'.45"	2.315	D.H. & W.FD. (D.P. 1119679)
C	326°38.05'	27.713	S.S.M. 164496
D	325°38.	28.6	S.S.M. 164496
E	310°31'.40"	2.365	S.S.M. 164497 FD. (D.P. 1120378)
F	317°52'.50"	9.2175	D.H. & W.FD. (D.P. 1119640)
G	54°07'.50"	5.465 ± 19.405	D.H. & W.S. FD. (D.P. 1119680)
H	103°39'39".	16.29	D.H. & W.FD. (D.P. 1120397)
I	101°21'.20"	2.145	G.I. P.FD. (D.P. 602819) NOW GONE
J	267°51'.45"	4.3 ± 15.55	D.H. & W.S. FD. (D.P. 1120256)
K	8°50'.50"	26.315	D.H. & W.
L	56°25.	1.325	G.I. P.FD. (D.P. 1120256) NOW GONE
M	307°55'.40"	27.28	S.S.M. 164667 FD. (D.P. 1144156)
N	53°22'.30"	6.18 BY SURVEY & 27.015	D.H. & W.S. FD. (D.P. 1144156)
O	117°00'.10"	25.87	S.S.M. 148750
P	44°48.	23.085	D.H. & W.FD. (D.P. 1144156)
Q	16°39'	17.615	S.S.M. 1689150 FD. (D.P. 1144156)

SCHEDULE OF CURED BONDING				
NO. BONDING	CHORD	ARC	RADUS	
31	191-133-55*	10.36	10.425	24.975
32	194.38-30	23.345	23.915	4.5
33	225-04.10	21.45	21.65	4.0
34	229-37-30	26.215	26.38	75
45	263-06-20	13.225	13.23	
46	261-55-00	117.695	119.9	180
47	168-04.10	78.575	80.75	100
48	184-04.55	30.5	30.67	100
49	124-2.15	5.555	5.555	100
51	154.4-00*	16.905	17.035	4.0
52	16-95-50	11.3	11.4	25
53	10-23-10	52.815	53.875	180
54	10-50-20*	17.815	18.8	180
55	199-05-55*	16.815	16.93	50
56	181-03-05*	16.815	16.849	50
57	169-33-55	56.125	56.89	100
58	114-32-55*	51.095	52.38	74.5
59	111-09-15*	9.13	9.16	33.4
60	179-54.1	10.81	10.81	36.0
61	182-12-00*	23.71	23.95	100
62	192-29-20*	9.58	9.585	100
63	317-52.10	8.83	8.83	100.5
64	285-56.40*	4.61	4.61	180



SCHEDULE OF REFERENCE MARKS		
CNR	BEARING	DISTANCE
D	117°09'10"	25.87
P	44°48'	23.085
P	16°39'	7.675
Q	24°23'	6.78 & 23.1
R	11°10'	6.9 & 27.55
S	100°38'30"	7.64 & 25.06
T	338°18'30"	7.16 & 28.905
U	180°15'25"	17.825
V	133°19'30"	21.35
W	231°01'40"	5.145 & 19.395
X	257°08'	6.7 & 19.9
Y	246°28'20"	7.4
Z	217°03'15"	15.965
AA	12°07'	3.2 & 17.31
BB	343°00'30"	3.43 & 13.24
CC	344°41'40"	3.4 & 13.17
DD	318°40'	3.8 & 14.4
EE	92°12'30"	4.45 & 15.93
FF	302°15'	3.52 & 13.73
GG	16°28'30"	9.33
HH	116°18'	2
II	345°07'	5.965
JJ	295°45'	20.7

Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 24th FEBRUARY 2000
Surveyor's Ref: 1727-52

PLAN OF SUBDIVISION OF LOT 5 D.P.1140156

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No.12388
Lengths are in metres. Reduction Ratio 1:1000

Registered
5-5-2010

DP1140276

SCHEDULE OF CURVED BOUNDARIES			
No.	BEARING	CURBO	RADIUS
29	90°12'20"	123.885	124.475
30	139°47'15"	101.035	109.255
31	191°33'55"	10.36	10.435
32	194°38'30"	23.345	23.415
33	225°46'10"	21.24	21.495
34	229°37'30"	28.215	28.38
35	302°23'20"	116.45	117.07
36	287°22'35"	44.035	44.085
37	281°52'10"	8.375	8.375
38	203°19'50"	30.3	30.42
39	218°50'50"	15.12	15.14
40	237°05'15"	5.575	5.64
41	237°05'15"	5.575	5.64
42	258°24'05"	10.31	10.33
43	141°09'35"	15.475	16.485
44	187°46'25"	13.255	13.3
45	48°19'10"	57.97	60.14
50	154°44'00"	16.905	17.035
51	278°45'40"	27.68	27.685
65	278°45'40"	27.68	27.685

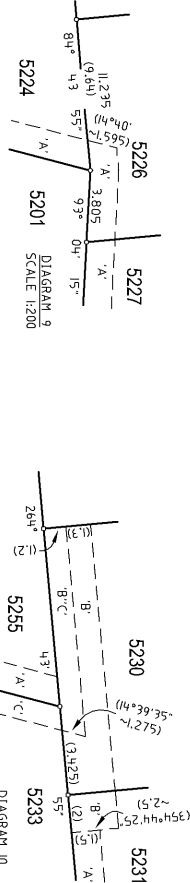
K - EASEMENT FOR UNDERGROUND CABLES 1 WIDE
L - EASEMENT FOR PARADEWAY SUBSTATION 2.75 WIDE
N - RESTRICTION ON USE OF LAND
N - RESTRICTION ON USE OF LAND

SCHEDULE OF REFERENCE MARKS

COR	BEARING	DISTANCE	DESCRIPTION
EF	265°11'15"	3.58 & 14.12	D.H. & W.S.
GG	284°56'25"	3.4 & 13.175	D.H. & W.S.
HH	291°38'	3.37 & 13.17	D.H. & W.S.
II	265°39'	3.35 & 13.105	D.H. & W.S.
JJ	238°04'15"	4.8 & 19.45	D.H. & W. & S.S.M. 167892
KK	169°46'50"	3.3 & 15.205	D.H. & W. & S.S.M. 167871
LL	276°59'	3.12	D.H. & W.
MM	264°42'	13.545	D.H. & W.
NN	226°59'40"	6.2 & 23.555	D.H. & W.S.
OO	295°56'30"	3.46 & 13.445	D.H. & W.S.
PP	164°05'	3.3 & 15.485	D.H. & W.S.
QQ	253°01'25"	3.055 & 14.73	D.H. & W.S. & S.S.M. 167855
RR	278°18'45"	3.37 & 13.21	D.H. & W.S.
SS	222°37'	7.26 & 28.07	S.S.M. 167875 & D.H. & W.
TT	166°59'20"	3.3 & 15.46	D.H. & W. & S.S.M. 167872
UU	125°05'30"	4.87 & 17.3	D.H. & W. & S.S.M. 167872
VV	99°13'35"	4.38 & 15.585	D.H. & W.S.
XX	135°21'35"	4.2 & 16.445	D.H. & W.S.
YY	302°15'	3.52 & 13.73	D.H. & W.S.

SEE

SHEET



SCHEDULE OF CURVED BOUNDARIES			
NO.	DESCRIPTION	COORD.	DATE
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99	...	...	...
100	...	...	...

8	no. of SERVING	CHORD	3. 29	3. 39	108.3
9	189.72.45	13.3	13.31	108.3	
10	189.72.45	25.645	25.705	108.3	
11	256.53.15	1.7	1.7	91.7	
12	186.78.45	12.985	12.995	91.7	
20	186.78.45	5.905	5.905	91.7	
21	200.14.45	6.89	6.895	91.7	
22	210.49.00	18.535	18.605	61.5	
23	210.49.00	24.335	24.5	61.5	
24	264.91.55	15.045	15.08	61.5	
25	262.72.40	29.305	29.43	91.7	
26	137.11.55	4.6	4.675	91.7	
29	203.19.50	30.3	30.42	100.5	
40	216.50.50	15.12	15.14	89.5	
41	217.05.15	5.575	5.54	10.5	
42	258.21.35	10.31	10.33	50	
43	141.09.35	15.475	16.085	12.5	
44	187.42.25	13.255	13.3	45.5	
50	189.10.10	57.97	60.14	64.29	
51	157.44.00	16.905	17.335	40	



SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	DESCRIPTION
AE	180°15'-25"	17 625	D.H. & W.
AD	133°19'-30"	21 35	D.H. & W.
UY	231°01'-40"	5 115 & 18 395	D.H. & W.
W	257°08"	6 7 & 19 9	D.H. & W.
Z	246°28'-20"	7 4	D.H. & W.
Z	217°03'-15"	15 565	D.H. & W.
BA	12°07"	3 2 & 17 31	D.H. & W.
BB	34°30'-30"	3 43 & 13 24	D.H. & W.
CC	16°29'-25"	9 48	D.H. & W.
CC	351°48'-30"	18 325	D.H. & W.
DD	344°41'-40"	3 4 & 13 17	D.H. & W.
EE	318°40"	3 8 & 14 4	D.H. & W.
DO	232°55'-55"	5 445 & 21 175	D.H. & W.
SS	222°31"	7 26 & 28 07	S.S.M. 167875 & D.H. & W.
UU	252°41'-20"	4 505 & 15 545	D.H. & W.
UU	341°28'-15"	5 725 & 18 18	D.H. & W.
YY	125°21'-35"	4 7 & 16 645	D.H. & W.
ZL	92°12'-30"	4 45 & 15 93	D.H. & W.
ZL	302°15"	3 52 & 13 73	D.H. & W.
AC	35°51'-35"	4 78 & 15 03	D.H. & W.
AE	345°35'-50"	3 35 & 13 215	D.H. & W.

SEE

Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 24th FEBRUARY 2010
Surveyor's Ref: 1727-52

PLAN OF SUBDIVISION OF LOT 5 D.P. 1144156

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12388
Lengths are in metres. Reduction Ratio 1:6000

Registered

DP1140276

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 1 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT TO DRAIN WATER 2.5 WIDE
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND
6. EASEMENT FOR UNDERGROUND CABLES 1 WIDE
7. EASEMENT FOR SUPPORT 1.2 WIDE
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:-

1. WATERFALL BOULEVARD 20 WIDE & VARIABLE
2. MEANDER CRESCENT VARIABLE WIDTH
3. IVORY STREET 16.6 WIDE
4. COPPER STREET 16.6 WIDE
5. PASTURE STREET 16.6 WIDE

SIGNED BY CARMEN LORRAINE OSBORNE AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION

C.L. Osborne

SIGNATURE

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW / Western Lands Office Approval

I, ... in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land
shown herein have been given.

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the Provisions of s.109J of the Environmental Planning
and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
(insert 'subdivision' or 'new road')

BB
* Authorised Person / General Manager / Accredited Certifier

Consent Authority: BLACKTOWN CITY COUNCILDate of Endorsement: 19th April 2010Accreditation no: Not ApplicableSubdivision Certificate no: 12388File no: DA-08-877 & DA-08-2548

*Delete whichever is inapplicable

DP1140276

Registered:  5-5-2010Title System: **TORRENS**Purpose: **SUBDIVISION**

PLAN OF

SUBDIVISION OF LOT 5 D.P. 1144156

LGA: **BLACKTOWN**Locality: **THE PONDS**Parish: **GIDLEY**County: **CUMBERLAND**

Surveying & Spatial Information Regulation, 2006

I, ANDREW RICHARD THOMASof CRAIG & RHODES PTY LTDLEVEL 4, 16-18 CAMBRIDGE ST. EPPING 2121

a surveyor registered under the Surveying & Spatial Information Act 2002,
certify that the survey represented in this plan is accurate, has been
made in accordance with the Surveying & Spatial Information Regulation,
2006 & was completed on: 24th FEBRUARY 2010

The survey relates to LOTS 5201 TO 5281 ~~5283~~ 5284 AND
5282 PARTLY COMPILED

(specify the land actually surveyed or specify any land shown in the
plan that is not the subject of the survey)

Signature *Andrew R. Thomas* Dated: 1st MARCH 2010

Surveyor registered under the Surveying & Spatial Information Act, 2002

Datum Line: 'X' - 'Y'Type: Urban/~~Rural~~Plans used in preparation of survey / ~~compilation~~

D.P. 1119679
D.P. 1120256
D.P. 1120378
D.P. 1120379
D.P. 1120380
D.P. 1120381
D.P. 1120382
D.P. 1144156

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: **1727-52**

• OFFICE USE ONLY

CAD REF. 1727565

ePlan

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

Lengths are in Metres

Sheet 1 of 10 Sheets

Plan: **DP1140276**

Plan of Subdivision of Lot 5
 DP1144156 covered by Council's
 Subdivision Certificate No. 12388
 of 19th April 2010

Full Name and address of Proprietor of land:	LANDCOM Level 2 330 Church Street PARRAMATTA NSW 2150
--	--

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	5211, 5212	5215, 5216, 5217, 5218, 5219, 5220
		5215	5216, 5217, 5218, 5219, 5220
		5216	5217, 5218, 5219, 5220
		5217	5218, 5219, 5220
		5218	5219, 5220
		5219	5220
		5222	5221
		5223	5221, 5222
		5224	5221, 5222, 5223
		5226	5221, 5222, 5223, 5224
		5227	5221, 5222, 5223, 5224, 5226
		5228	5221, 5222, 5223, 5224, 5226, 5227

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer

PB

Ch

ePlan

Lengths are in Metres

Sheet 2 of 10 Sheets

Plan: **DP1140276**

Plan of Subdivision of Lot 5
 DP1144156 covered by Council's
 Subdivision Certificate No. 12388
 of 19th April 2010

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	5231	5229, 5230, 5253, 5254, 5255
		5232	5229, 5230, 5231, 5253, 5254, 5255
		5242, 5243	5246, 5247, 5248, 5249, 5250, 5251, 5252
		5246	5247, 5248, 5249, 5250, 5251, 5252
		5247	5248, 5249, 5250, 5251, 5252
		5248	5249, 5250, 5251, 5252
		5249	5250, 5251, 5252
		5250	5251, 5252
		5251	5252
		5254	5253
		5255	5253, 5254
		5260	5272, 5273, 5274, 5275, 5276, 5277, 5278, 5279, 5280
		5273	5272
		5274	5272, 5273
		5275	5272, 5273, 5274
		5276	5272, 5273, 5274, 5275

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer

Ch

Lengths are in Metres

ePlan
 Sheet 3 of 10 Sheets

Plan: **DP1140276**

Plan of Subdivision of Lot 5
 DP1144156 covered by Council's
 Subdivision Certificate No. 12388
 of 19th April 2010

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	5277 5278 5279 5280	5272, 5273, 5274, 5275, 5276 5272, 5273, 5274, 5275, 5276, 5277 5272, 5273, 5274, 5275, 5276, 5277, 5278 5272, 5273, 5274, 5275, 5276, 5277, 5278, 5279
2.	Easement to Drain Water 2.5 Wide	5230 5231	5229, 5253, 5254, 5255 5229, 5230, 5253, 5254, 5255
3.	Easement for Padmount Substation 2.75 Wide	5218, 5273, 5281	Integral Energy Australia
4.	Restriction on Use of Land	5218, 5219, 5273, 5274, 5281	Integral Energy Australia
5.	Restriction on Use of Land	5218, 5219, 5273, 5274, 5281	Integral Energy Australia
6.	Easement for Underground Cables 1 Wide	5281	Integral Energy Australia
7.	Easement for Support 1.2 Wide	5230, 5233 5234 5235 5236	5255 5254, 5255 5253, 5254 5252, 5253
8.	Restriction on Use of Land	5281, 5282, 5283, 5284	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer

ChD

ePlan

Lengths are in Metres

Sheet 4 of 10 Sheets

Plan: **DP1140276**

Plan of Subdivision of Lot 5
DP1144156 covered by Council's
Subdivision Certificate No. 12388
of 19th April 2010

Part 1 (cont)

	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:-
9.	Restriction on Use of Land	Each lot 5201 to 5280 inclusive,	Every other lot 5201 to 5280 inclusive
10.	Restriction on Use of Land	5210 to 5218 inclusive, 5237 to 5254 inclusive, 5257 to 5280 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer
ChD

ePlan

Lengths are in Metres

Sheet 5 of 10 Sheets

Plan: **DP1140276**

Plan of Subdivision of Lot 5
DP1144156 covered by Council's
Subdivision Certificate No. 12388
of 19th April 2010

Part 2

Name of Authority empowered to release vary or modify easements numbered 1 & 2 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office.

Name of Authority empowered to release vary or modify easement numbered 3 in the plan is Integral Energy Australia.

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

1. No building shall be erected or permitted to remain within the restriction site denoted 'M' on the abovementioned plans unless:

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

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

and the Owner provides the Authority Benefited with an engineer's certificate to this effect.

2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3. Definitions

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

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

"**restriction site**" means that part of the lot burdened subject to the restriction on the use of land

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

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Integral Energy Australia.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

CRD

Lengths are in Metres

ePlan
Sheet 6 of 10 Sheets

Plan: **DP1140276**

Plan of Subdivision of Lot 5
DP1144156 covered by Council's
Subdivision Certificate No. 12388
of 19th April 2010

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'N' on the abovementioned plan
2. Definitions

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Integral Energy Australia.

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

An Easement for Underground Cables having terms as detailed in Memorandum No 9262885 registered with the Land Titles Office.

Name of Authority empowered to release vary or modify easement numbered 6 in the plan is Integral Energy Australia.

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked 'Easement for Support 1.2 Wide' on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release, vary or modify easement numbered 7 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer
CHD

ePlan

Lengths are in Metres

Sheet 7 of 10 Sheets

Plan: **DP1140276**

Plan of Subdivision of Lot 5
DP1144156 covered by Council's
Subdivision Certificate No. 12388
of 19th April 2010

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to construction of Road and Drainage Works, the provision of Lot Fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown Council Development Control Plan 2006 and suitability of the lot for any intended use.

Name of Authority empowered to release vary or modify restriction numbered 8 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

- (a) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
- (b) No main building shall be erected on each burdened lot unless it has a garage. The garage shall have a minimum floor area of 16 square metres and be constructed of the same materials as the main building.
- (c) No dwelling shall be erected on the lot hereby burdened unless in accordance with the Development controls for Dwelling Houses contained in Part M of Blacktown Development Control Plan 'Second Ponds Creek'.
- (d) No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing element contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- (e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

ChD

Lengths are in Metres

ePlan
Sheet 8 of 10 Sheets

Plan:

DP1140276

Plan of Subdivision of Lot 5
DP1144156 covered by Council's
Subdivision Certificate No. 12388
of 19th April 2010

Part 2 (cont)

- (f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

Name of Authority having the right to release, vary, or modify the terms of the restriction numbered 9 in the plan is Landcom for such period as it is the registered proprietor of any land benefited by this restriction. Thereafter, the power shall revert to the beneficiaries of this restriction.

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 10 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer
CAD

Lengths are in Metres

ePlan
Sheet 9 of 10 Sheets

Plan:

Plan of Subdivision of Lot 5
DP1144156 covered by Council's
Subdivision Certificate No. 12388
of 19th April 2010

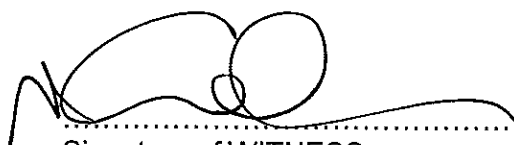
DP1140276

Part 2 (cont)

SIGNED by me, CARMEN LORRAINE OSBOURNE)
as Delegate of **LANDCOM** who hereby declares)
that she has no notice of the revocation of such)
delegation in the presence of)

CL Osborne

LANDCOM
by its Delegate


.....
Signature of WITNESS

NICK CONDITSIS

.....
Name of Witness (BLOCK LETTERS)

LEVEL 2, 330 CHURCH STREET,
PARRAMATTA. 2150

.....
Address of Witness

(LANDCOM)

SENIOR DEVELOPMENT
MANAGER

U.D. NORTH WEST.

21 April 2010
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

ePlan

Sheet 10 of 10 Sheets

Plan:

DP1140276

Plan of Subdivision of Lot 5

DP1144156 covered by Council's

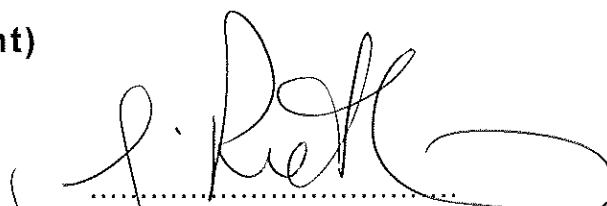
Subdivision Certificate No. 12388

of 19th April 2010

Part 2 (cont)

Signed on behalf of
INTEGRAL ENERGY AUSTRALIA
by its Attorney pursuant to Power
of Attorney Book 4573 No. 297 in the
presence of:
(ABN: 59 253 130 878)

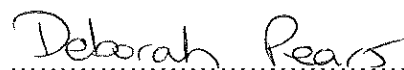
)
)
)
)
)


Signature of Attorney
Name: GEOFF RIETHMULLER
Position: NETWORK PROPERTY
MGR

.....



Signature of WITNESS



Name of Witness (BLOCK LETTERS)

15 March 2010
Date of execution

C/- Integral Energy
51 Huntingwood Drive
Huntingwood NSW 2148

URS10551

REGISTERED



5-5-2010

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

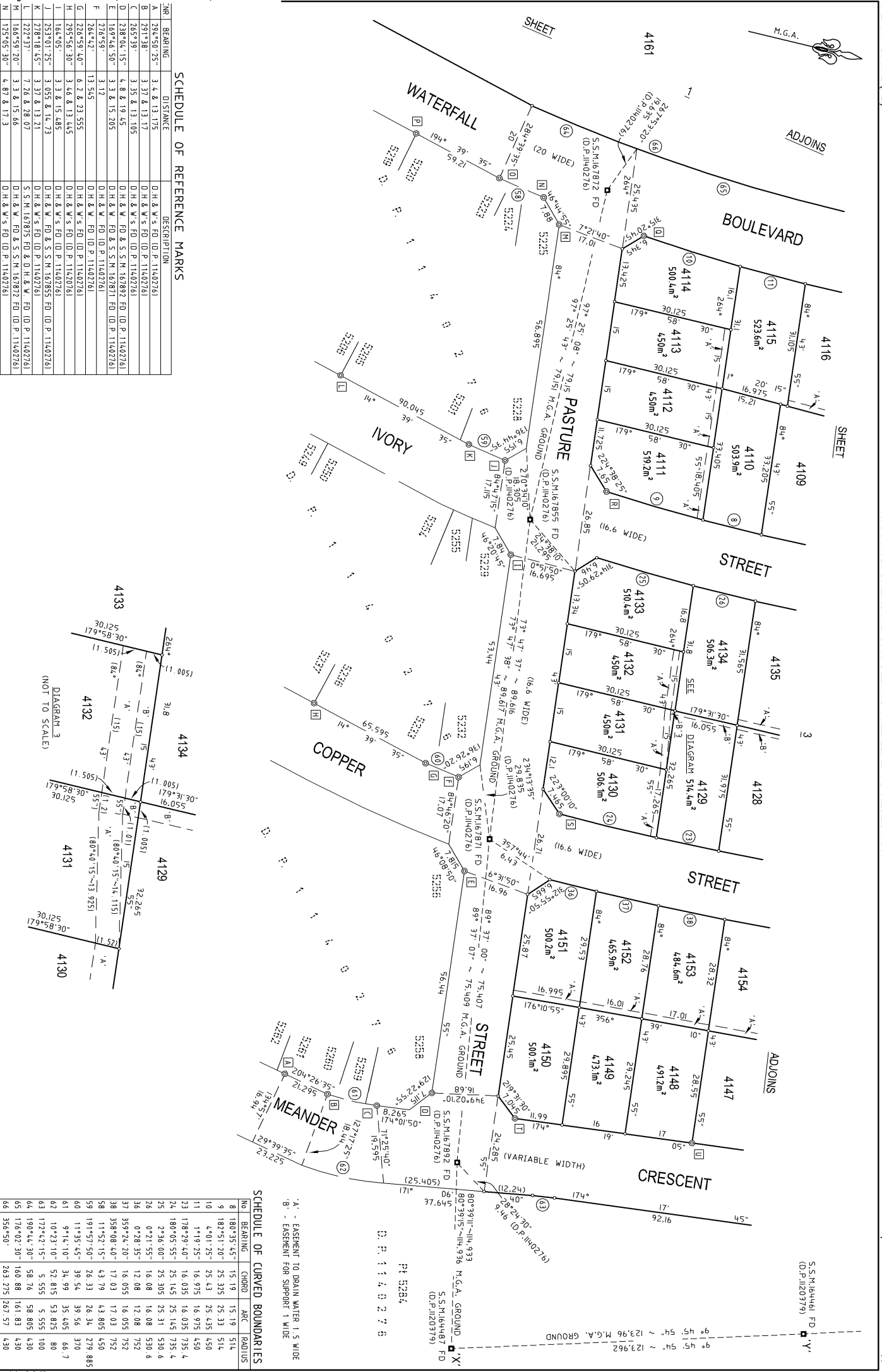


Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 28 MAY 2010
Subdivision of LOT 5282 D.P. 1140276
PLAN OF
Date of Survey: 28 MAY 2010
Surveyor's Ref: 1721-41

LG: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12420
Lengths are in metres. Rounder than 1: 3500

Registered
25-08-2010

DP1148165



SCHEDULE OF REFERENCE MARKS

NO.	BEARING	DISTANCE	DESCRIPTION
A	294°50'25"	3.4 & 13.175	D.H. & W.S. FD (D.P. 1140276)
B	291°58'25"	3.37 & 13.17	D.H. & W.S. FD (D.P. 1140276)
C	265°29'	3.35 & 13.105	D.H. & W.S. FD (D.P. 1140276)
D	288°04'15"	4.8 & 19.45	D.H. & W.S. FD & S.M. 16882 FD (D.P. 1140276)
E	169°46'50"	3.3 & 15.205	D.H. & W.S. FD & S.M. 16881 FD (D.P. 1140276)
F	276°58'	3.12	D.H. & W.S. FD (D.P. 1140276)
G	264°42'	13.545	D.H. & W.S. FD (D.P. 1140276)
H	226°59'40"	6.2 & 23.555	D.H. & W.S. FD (D.P. 1140276)
I	295°56'30"	3.46 & 13.445	D.H. & W.S. FD (D.P. 1140276)
J	164°05'	3.3 & 15.485	D.H. & W.S. FD (D.P. 1140276)
K	253°01'25"	3.055 & 14.73	D.H. & W.S. FD & S.M. 16855 FD (D.P. 1140276)
L	278°18'45"	3.37 & 13.21	D.H. & W.S. FD (D.P. 1140276)
M	166°59'20"	3.3 & 15.66	D.H. & W.S. FD & S.M. 16872 FD (D.P. 1140276)
N	125°05'30"	4.87 & 17.3	D.H. & W.S. FD (D.P. 1140276)
O	99°13'35"	4.7 & 16.645	D.H. & W.S. FD (D.P. 1140276)
P	125°21'35"	4.75 & 19.825	S.S.M. 16802 & D.H. & W.
Q	11°29'40"	4.95 & 25.59	D.H. & W. & S.S.M. 16855
R	330°47'40"	3.345 & 17.58	D.H. & W. & S.S.M. 16871
S	286°09'30"	3.9 & 19.075	D.H. & W. & S.S.M. 16882
T	307°10'50"	3.35 & 13.16	D.H. & W.S.

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
8	180°35'45"	15.19	15.19	514
9	182°51'20"	25.325	25.33	514
10	4°01'25"	25.43	25.435	450
11	1°19'25"	16.975	16.975	450
12	178°29'40"	16.035	16.035	735.4
24	180°05'55"	25.145	25.145	735.4
25	2°36'00"	25.305	25.31	530.6
26	0°21'55"	16.08	16.08	530.6
36	0°28'35"	12.08	12.08	752
37	359°24'20"	16.055	16.055	752
38	358°08'40"	17.03	17.03	752
58	11°52'15"	43.79	43.805	450
59	191°57'50"	26.33	26.34	279.885
60	11°35'45"	39.54	39.56	370
61	9°14'10"	34.99	35.45	66.7
62	10°23'10"	52.815	53.825	80
63	172°42'15"	5.555	5.555	100
64	190°44'30"	58.76	58.805	430
65	176°02'30"	160.88	161.83	430
66	356°50'	263.275	267.57	430

Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 28 MAY 2010
Surveyor's Ref: 1727-41

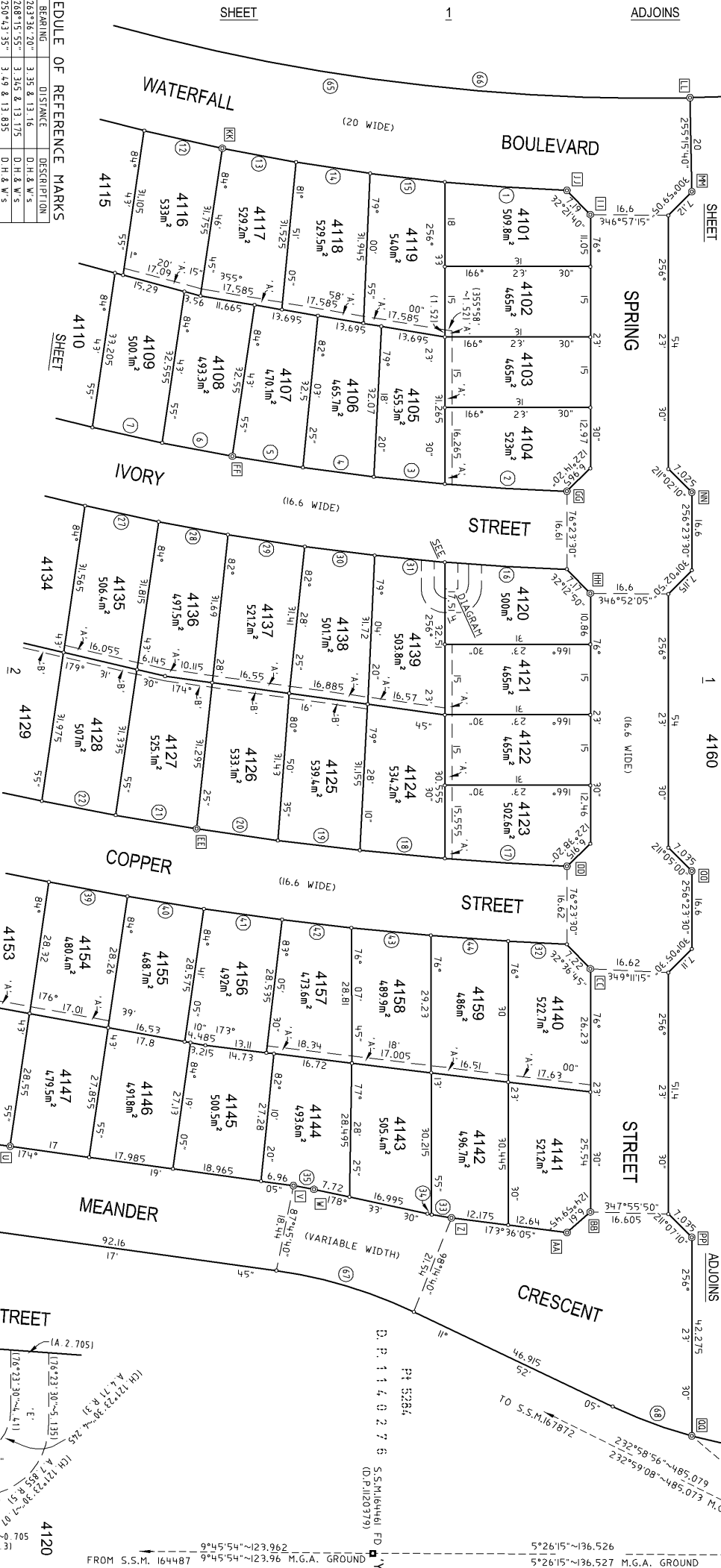
PLAN OF
SUBDIVISION OF LOT 5282 D.P. 1142076

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12420
Lengths are in metres. Rounding: 1: 800

Registered
25-08-2010

DP1148165

SCHEDULE OF CURVED BOUNDARIES											
No	BEARING	CHORD	ARC	RADIUS	No	BEARING	CHORD	ARC	RADIUS	No	BEARING
1	350°18'25"	26.065	26.065	450	13	357°03'15"	15.98	15.985	450	21	175°56'25"
2	169°49'05"	26.05	26.05	514	14	357°03'15"	15.98	15.985	450	22	175°56'25"
3	172°07'05"	15.21	15.21	514	15	357°03'15"	15.98	15.985	450	23	175°56'25"
4	173°48'50"	15.21	15.21	514	16	357°03'15"	15.98	15.985	450	24	175°56'25"
5	175°30'35"	15.21	15.21	514	17	170°05'50"	26.06	26.06	735.4	25	353°32'50"
6	177°12'20"	15.21	15.21	514	18	171°49'15"	18.17	18.17	735.4	26	353°32'50"
7	178°54'15"	15.23	15.23	514	19	173°12'50"	17.62	17.62	735.4	27	353°32'50"
12	359°09'25"	17.05	17.05	450	20	174°34'50"	17.45	17.45	735.4	32	349°30'00"



SCHEDULE OF REFERENCE MARKS			
NO.	BEARING	DISTANCE	DESCRIPTION
U	263°38'20"	3.35 & 13.16	D.H. & W.S.
V	268°15'55"	3.345 & 13.175	D.H. & W.S.
W	250°42'35"	3.49 & 13.835	D.H. & W.S.
Z	267°39'15"	3.355 & 13.105	D.H. & W.S.
AA	259°57'10"	3.275 & 13.12	D.H. & W.S.
BB	158°04'55"	3.355 & 13.28	D.H. & W.S.
CC	200°04'30"	4.03 & 15.8	D.H. & W.S.
DD	257°46'45"	3.28 & 13.2	D.H. & W.S.
EE	240°06'20"	3.685 & 14.5	D.H. & W.S.
FF	269°04'30"	3.775 & 13.5	D.H. & W.S.
GG	252°52'05"	3.72 & 13.25	D.H. & W.S.
HH	200°47'55"	4.8 & 15.9	D.H. & W.S.
II	148°15'50"	3.48 & 14.655	D.H. & W.S.
JJ	63°32'45"	4.57 & 16.15	D.H. & W.S.
KK	84°13'40"	4.32 & 15.55	D.H. & W.S.
LL	251°34'25"	5 & 21.225	D.H. & W.S.
NN	34°23'30"	6.845 & 19.755	D.H. & W.S.
OO	251°06'40"	3.324	D.H. & W.S.
PP	270°37'05"	14.325	D.H. & W.S.
QQ	254°02'15"	3.36 & 13.1	D.H. & W.S.
RR	261°35'25"	8.075	D.H. & W.S.

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 28 May 2010
Surveyor's Ref: 1721-41

PLAN OF
SUBDIVISION OF LOT 5282 D.P. 1142076

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12420
Lengths are in metres. Rounder (R) 1: 800

Registered
25-08-2010

DP1148165

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

eplan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT FOR SUPPORT 1 WIDE
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:-

1. WATERFALL BOULEVARD 20 WIDE
2. MEANDER CRESCENT VARIABLE WIDTH
3. IVORY STREET 16.6 WIDE
4. COPPER STREET 16.6 WIDE
5. SPRING STREET 16.6 WIDE

SIGNED BY CARMEN LORRAINE OSBORNE AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION

C. Osborne

SIGNATURE

If space is insufficient for signature, seals and statements use

PLAN FORM 6A

Crown Lands NSW / Western Lands Office Approval

I.....In approving this plan certify
(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the Provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed.....**SUBDIVISION**.....set out herein
(insert 'subdivision' or 'new road')

PA
* Authorised Person/General Manager/Accredited Certifier

Consent Authority: **BLACKTOWN CITY COUNCIL**

Date of Endorsement: **22nd June 2010**

Accreditation no: **Not Applicable**

Subdivision Certificate no: **12420**

File no: **DA-09-594**

*Delete whichever is inapplicable.

Office Use Only

DP1148165

Registered:  25-08-2010

Office Use Only

Title System: **TORRENS**

Purpose: **SUBDIVISION**

PLAN OF
SUBDIVISION OF LOT 5282 D.P.1140276

LGA: **BLACKTOWN**

Locality: **THE PONDS**

Parish: **GIDLEY**

County: **CUMBERLAND**

Survey Certificate

I, **ANDREW RICHARD THOMAS**

of **CRAIG & RHODES PTY LTD**

a surveyor registered under the Surveying & Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying & Spatial Information Regulation, 2006 & was completed on: **28 MAY 2010**

The survey relates to **LOTS 4101 TO 4160 4161 PARTLY COMPLETED**

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: *Andrew R. Thomas* Dated: **28/5/10**

Surveyor registered under the Surveying & Spatial Information Act, 2002

Datum Line: **'X' - 'Y'**

Type: Urban/~~Rural~~

Plans used in preparation of survey / ~~compilation~~
D.P. 1140276

Surveyor's Reference:

1727-41

eplan

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

Lengths are in Metres

Sheet 1 of 9 Sheets

Plan: **DP1148165**

Plan of Subdivision of Lot 5282
 D.P. 1140276 covered by Council's
 Subdivision Certificate No. 12420
 dated 22nd June 2010

<u>Full Name and address of Proprietor of land:</u>	LANDCOM Level 2 330 Church Street PARRAMATTA NSW 2150
---	--

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	4102, 4103, 4104 4111 4112 4113 4116 4117 4118 4119 4121 4122 4123 4130	4115, 4116, 4117, 4118, 4119 4112, 4113, 4114 4113, 4114 4114 4115 4115, 4116 4115, 4116, 4117 4115, 4116, 4117, 4118 4120, 4134, 4135, 4136, 4137, 4138, 4139 4120, 4121, 4134, 4135, 4136, 4137, 4138, 4139 4120, 4121, 4122, 4134, 4135, 4136, 4137, 4138, 4139 4131, 4132, 4133

APPROVED BY BLACKTOWN CITY COUNCIL

 
 General Manager / Authorised Officer

eplan

Lengths are in Metres

Sheet 2 of 9 Sheets

Plan: **DP1148165**

Plan of Subdivision of Lot 5282
 D.P. 1140276 covered by Council's
 Subdivision Certificate No. 12420
 dated 22nd June 2010

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	4131 4132 4135 4136 4137 4138 4139 4140 4151 4152 4153 4154 4157 4158 4159	4132, 4133 4133 4134 4134, 4135 4134, 4135, 4136 4134, 4135, 4136, 4137 4134, 4135, 4136, 4137, 4138 4156, 4157, 4158, 4159 4152, 4153, 4154, 4155 4153, 4154, 4155 4154, 4155, 4155 4156 4156, 4157 4156, 4157, 4158
2.	Easement for Support 1 Wide	4125 4126 4127 4128 4129, 4131, 4132	4138 4137 4136 4135 4134

APPROVED BY BLACKTOWN CITY COUNCIL

 
 General Manager / Authorised Officer

Lengths are in Metres

eplan

Sheet 3 of 9 Sheets

Plan: **DP1148165**

Plan of Subdivision of Lot 5282
 D.P. 1140276 covered by Council's
 Subdivision Certificate No. 12420
 dated 22nd June 2010

Part 1 (cont)

	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:-
3.	Easement for Padmount Substation 2.75 Wide	4120	Integral Energy Australia
4.	Restriction on Use of Land	4120, 4139	Integral Energy Australia
5.	Restriction on Use of Land	4120, 4139	Integral Energy Australia
6.	Restriction on Use of Land	4160, 4161	Blacktown City Council
7.	Restriction on Use of Land	Each lot 4101 to 4159 inclusive	Every other lot 4101 to 4159 inclusive
8.	Restriction on Use of Land	4134,4135,4140 to 4159 inclusive	Blacktown City Council
9.	Restriction on Use of Land	Each lot 4101 to 4159 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer

Lengths are in Metres

eplan
Sheet 4 of 9 Sheets

Plan: **DP1148165**

Plan of Subdivision of Lot 5282
D.P. 1140276 covered by Council's
Subdivision Certificate No. 12420
dated 22nd June 2010

Part 2

Name of Authority empowered to release vary or modify easement numbered 1 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked "Easement for Support 1 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release vary or modify restriction numbered 2 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office.

Name of Authority empowered to release vary or modify easement numbered 3 in the plan is Integral Energy Australia.

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

1. No building shall be erected or permitted to remain within the restriction site denoted 'D' on the abovementioned plans unless:
 - the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.
 - and the Owner provides the Authority Benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
3. Definitions
 - "building" means a substantial structure with a roof and walls and includes any projections from the external walls

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

Lengths are in Metres

eplan
Sheet 5 of 9 Sheets

Plan: **DP1148165**

Plan of Subdivision of Lot 5282
D.P. 1140276 covered by Council's
Subdivision Certificate No. 12420
dated 22nd June 2010

Part 2 (cont)

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land up to a maximum height of 6 metres from the level of the substation footing.

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

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Integral Energy Australia.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'E' on the abovementioned plan
2. Definitions

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Integral Energy Australia.

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to construction of Road and Drainage Works, the provision of Lot Fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown Council Development Control Plan 2006 and suitability of the lot for any intended use.

Name of Authority empowered to release vary or modify restriction numbered 6 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

eplan

Lengths are in Metres

Sheet 6 of 9 Sheets

Plan: **DP1148165**

Plan of Subdivision of Lot 5282
D.P. 1140276 covered by Council's
Subdivision Certificate No. 12420
dated 22nd June 2010

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

- (a) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
- (b) No main building shall be erected on each burdened lot unless it has a garage. The garage shall have a minimum floor area of 16 square metres and be constructed of the same materials as the main building.
- (c) No dwelling shall be erected on the lot hereby burdened unless in accordance with the Development controls for Dwelling Houses contained in Part M of Blacktown Development Control Plan 'Second Ponds Creek'.
- (d) No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing element contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- (e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
- (f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

Name of Authority having the right to release, vary, or modify the terms of the restriction numbered 7 in the plan is Landcom for such period as it is the registered proprietor of any land benefited by this restriction. Thereafter, the power shall revert to the beneficiaries of this restriction.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

eplan

Lengths are in Metres

Sheet 7 of 9 Sheets

Plan: **DP1148165**

Plan of Subdivision of Lot 5282
D.P. 1140276 covered by Council's
Subdivision Certificate No. 12420
dated 22nd June 2010

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 8 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

No structure shall be erected on the lot hereby burdened being a lot with potentially moderately saline soils at a depth of greater than 1.0 metre below the natural surface of the subject lot unless 32MPa concrete is used on all footings, piers, swimming pools and other such structures constructed deeper than 1.0 metre below the natural surface of the subject lot.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 9 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

Lengths are in Metres

eplan
Sheet 8 of 9 Sheets

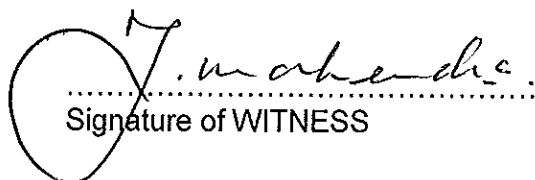
Plan: **DP1148165**

Plan of Subdivision of Lot 5282
D.P. 1140276 covered by Council's
Subdivision Certificate No. 12420
dated 22nd June 2010

SIGNED by me, CARMEN LORRAINE OSBOURNE)
as Delegate of **LANDCOM** who hereby declares)
that he has no notice of the revocation of such)
delegation in the presence of)



LANDCOM
by its Delegate


.....
Signature of WITNESS

JEYAWEEERASINGAM MAHENDRA
.....
Name of Witness (BLOCK LETTERS)

LEVEL 2, 330 CHURCH STREET, PADAMATA.
.....
Address of Witness

13 August 2010.
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Plan: **DP1148165**

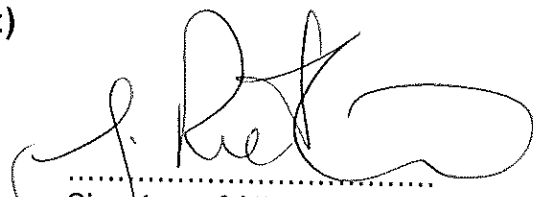
9 9 eplan
Sheet 8 of 8 Sheets

Plan of Subdivision of Lot 5282
D.P. 1140276 covered by Council's
Subdivision Certificate No. 12420
DATED 22nd JUNE 2010

Part 2 (cont)



Signed on behalf of
INTEGRAL ENERGY AUSTRALIA
by its Attorney pursuant to Power
of Attorney Book 4509 No. 838 in the
presence of: 4573 297



Signature of Attorney
Name: GEOFF RIETHMULLER
Position: NETWORK PROPERTY MGR

URS 10992



Signature of WITNESS

Ray Simmonds

Name of Witness (BLOCK LETTERS)

15 June 2010
Date of execution

C/- Integral Energy
51 Huntingwood Drive
Huntingwood NSW 2148

REGISTERED



25-08-2010

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer

SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	DESCRIPTION
A	318°02'30"	17.075	S.S.M.175671 FD (DP1154695)
B	339°49'	7.52	D.H. & W. FD (DP1149443)
C	38°09'	4.25	GIP
D	78°27'15"	10.625	GIP
E	200°58'05"	3.325 & 13.065	D.H. & W. S
F	243°31'05"	3.51 & 16.805	D.H. & W. & S.S.M.176271
G	344°40'	6.92 & 23.125	D.H. & W. S. FD (DP1154695)
H	344°40'	6.735 & 24.07	D.H. & W. S. FD (DP1154695)
I	345°47'	6.73 & 24.18	D.H. & W. S. FD (DP1154695)
J	284°33'40"	26.59	GIP FD (DP1088121)
K	92°12'30"	4.45 & 15.93	D.H. & W. S. FD (DP1140276)
L	246°28'20"	7.4	D.H. & W. S. FD (DP1140276)
M	217°03'15"	15.965	D.H. & W. FD (DP1140276)

SURVEYING & SPATIAL INFORMATION REGULATION 2006, CLAUSE 61(11)				
M.G.A. COORDINATES				
MARK	EASTING	NORTHING	ZONE	CLASS ORDER
S.S.M.167848	305 844.820	6 267 908.427	56	C 3
S.S.M.168750	306 036.868	6 267 704.285	56	C 3
S.S.M.168787	305 602.322	6 267 726.782	56	C 3
S.S.M.168789	305 673.798	6 267 706.679	56	C 3
S.S.M.168794	305 671.151	6 267 743.674	56	C 3
S.S.M.175671	305 329.515	6 267 688.680	56	C 3

COMBINED SCALE FACTOR 1.000556

SOURCE: S.C.I.M.S. DATED 23 FEBRUARY 2011

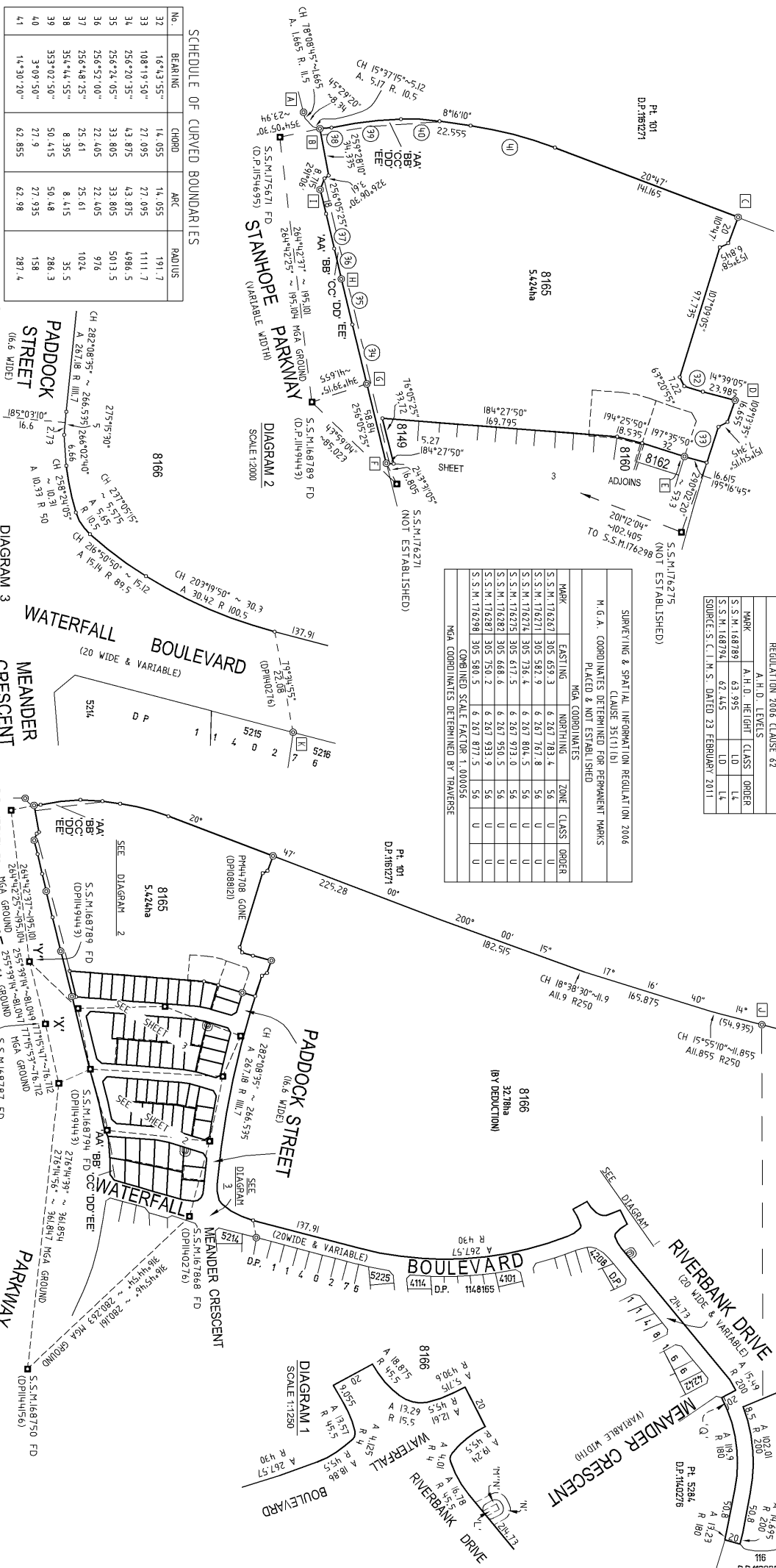
SURVEYING & SPATIAL INFORMATION REGULATION 2006, CLAUSE 62				
REGULATION 2006, CLAUSE 62				
A.H.D. LEVELS				
MARK	A.H.D.	HEIGHT	CLASS	ORDER
S.S.M.168789	63.995	LD	LA	
S.S.M.168794	62.445	LD	LA	

SOURCE: S.C.I.M.S. DATED 23 FEBRUARY 2011

SURVEYING & SPATIAL INFORMATION REGULATION 2006, CLAUSE 35(1)(b)				
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS				
PLACED & NOT ESTABLISHED				
M.G.A. COORDINATES				
MARK	EASTING	NORTHING	ZONE	CLASS ORDER
S.S.M.176261	305 659.3	6 267 783.4	56	U U
S.S.M.176271	305 582.9	6 267 787.8	56	U U
S.S.M.176274	305 736.4	6 267 804.5	56	U U
S.S.M.176275	305 617.5	6 267 913.0	56	U U
S.S.M.176281	305 668.6	6 267 950.5	56	U U
S.S.M.176282	305 750.2	6 267 933.9	56	U U
S.S.M.176298	305 580.5	6 267 877.5	56	U U

COMBINED SCALE FACTOR 1.000556

M.G.A. COORDINATES DETERMINED BY TRAVERSE



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
32	16°43'55"	14.055		191.7
33	108°19'50"	27.095		1111.7
34	256°20'35"	43.875		4986.5
35	256°24'05"	33.805		5013.5
36	256°52'00"	22.405		976
37	256°48'25"	25.61		1024
38	354°44'55"	8.395		35.5
39	353°02'50"	50.415		286.3
40	3°09'50"	27.935		158
41	14°30'20"	62.855		287.4

Office of the Registrar-General / Src:InfoTrack / Ref:240889

1. - EASTMENT FOR PADDOCK SUBSTATION 2.75 WIDE VIDE D.P. 1148166

2. - RESTRICTION ON USE OF LAND VIDE D.P. 1148166

3. - RESTRICTION ON USE OF LAND VIDE D.P. 1148166

4. - EASEMENT FOR UNDERGROUND CABLES 1 WIDE VIDE D.P. 1148166

Surveyor: ANDREW RICHARD THOMAS

Date of Survey: 25th FEBRUARY 2011

Surveyor's Ref: 172761

PLAN OF SUBDIVISION OF LOT 4161 D.P. 1148166

LGA: BLACKTOWN

Locality: THE PONDS

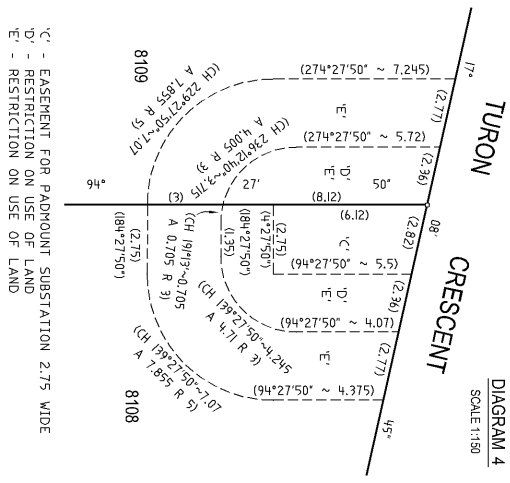
Subdivision No. 12560

Lengths are in metres. Rounder Ratio: 1:3500

Registered

3.5.2011

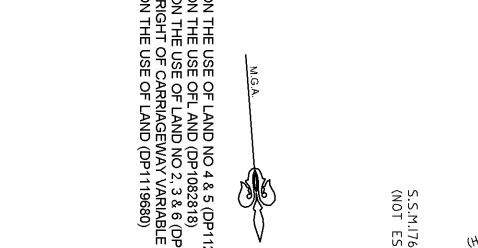
DP1152462



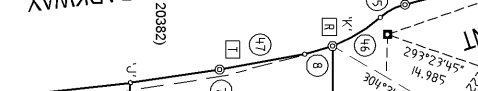
SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	268°55'15"	21.615	337.5	12.5
2	141°09'35"	15.451	16.685	12.5
3	187°46'25"	13.255	13.3	45.5
4	95°41'25"	17	1128.3	1128.3
5	96°26'05"	12.33	12.33	1128.3
6	10°48'20"	15.84	15.87	71.7
7	265°09'00"	23.385	23.39	337.5
8	258°09'10"	3.82	3.825	22
9	186°26'00"	6.07	6.07	88.3
10	192°40'05"	13.135	13.135	88.3
11	197°02'25"	0.33	0.33	88.3
12	98°37'40"	18.735	18.735	1128.3
13	99°32'15"	17.11	1128.3	1128.3
14	100°22'50"	16.075	16.075	1128.3
15	14°50'55"	6.005	6.005	71.7
16	8°27'15"	9.98	9.99	71.7
30	258°03'55"	12.74	12.74	345.5
31	255°55'55"	19.735	19.735	595
42	75°28'25"	21.265	21.265	986.5
43	75°55'55"	19.3	19.3	513.5
44	78°50'40"	21.39	21.39	334
45	67°18'10"	3.7	3.735	8
46	63°32'50"	7.355	7.39	22
47	84°06'10"	11.455	11.455	337.5
48	101°26'40"	239.615	240.08	1111.7

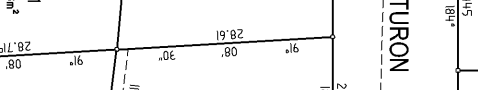
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'BB' - RESTRICTION ON THE USE OF LAND NO 2, 3 & 6 (DP1119679)
'CC' - RESTRICTION ON THE USE OF LAND NO 2, 3 & 6 (DP1119679)
'DD' - BENEFIT BY RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1120382)
'EE' - RESTRICTION ON THE USE OF LAND (DP1119680)



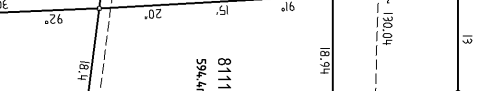
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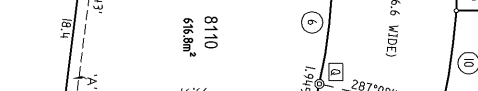
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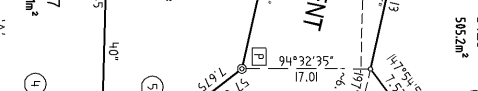
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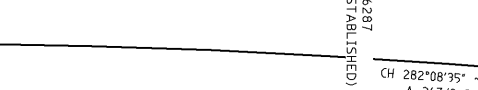
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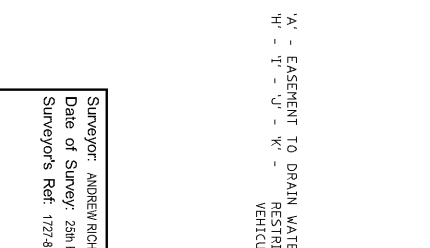
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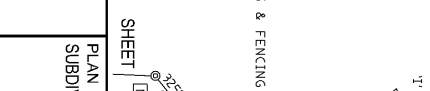
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SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
L	246°28'20"	7.4	D.H.&W. FD (DP11402761)
M	217°03'15"	15.965	D.H.&W. FD (DP11402761)
N	100°39'30"	7.64 & 25.06	D.H.&W. FD (DP11402761)
O	269°45'	20.7	D.H.&W. FD (DP11402761)
P	269°04'45"	22.52	S.S.M.167868
Q	117°27'20"	3.4 & 16.87	D.H.&W. & S.S.M.176287
R	100°39'10"	3.4 & 13.21	D.H.&W. FD
S	148°41'50"	6.595 & 22.615	D.H.&W. FD
T	348°04'	6.56	D.H.&W. FD (DP1156695)
U	347°30'40"	26.07	D.H.&W. FD (DP1156695)
V	338°18'30"	7.16 & 28.905	D.H.&W. FD (DP11441561)
W	339°54'	6.885	D.H.&W. FD (DP1156695)
X	342°25'	26.19	D.H.&W. FD (DP1156695)
Y	345°34'20"	6.89 & 23.09	D.H.&W. FD (DP1156695)
Z	24°27'30"	5.27 & 23.01	D.H.&W. FD (DP1156695)
AA	94°35'25"	3.4 & 13.23	D.H.&W. FD
BB	107°28'30"	3.395 & 13.215	D.H.&W. FD
CC	100°13'25"	3.45 & 13.45	D.H.&W. FD
DD	143°10'05"	4.635 & 18.55	D.H.&W. FD
EE	157°36'25"	4 & 15.87	D.H.&W. FD
FF	94°14'	3.4 & 13.45	D.H.&W. FD
GG	231°01'40"	5.145 & 19.395	D.H.&W. FD (DP11402761)
HH	257°08'	6.7 & 19.9	D.H.&W. FD (DP11402761)



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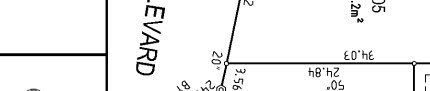
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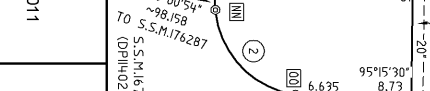
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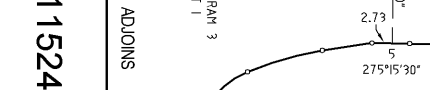
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Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 28th FEBRUARY 2011
Surveyor's Ref: 172761

PLAN OF SUBDIVISION OF LOT 4161 D.P. 1148165

Registered
Locality: THE PONDS
Subdivision No. 12560
3.5.2011

DP1152462

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
17	184°35'15"	0.38	0.38	88.3
18	189°42'10"	15.365	15.365	88.3
19	102°30'05"	14.095	14.095	1128.3
20	195°58'15"	3.935	3.935	88.3
21	103°14'25"	15	15	1128.3
22	104°00'05"	15	15	1128.3
23	104°39'15"	10.69	10.69	1128.3
24	10°34'45"	13.68	13.7	71.7
25	4°47'05"	0.8	0.8	71.7
26	186°35'35"	6.56	6.565	88.3
27	192°23'15"	11.29	11.295	88.3
28	106°34'45"	11.915	11.915	1128.3
29	107°14'20"	14.1	14.1	1128.3
33	108°19'50"	27.095	27.095	986.5
42	75°28'25"	21.265	21.265	1111.7
48	101°26'40"	239.615	240.08	

SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	DESCRIPTION
E	200°50'05"	3.325 & 13.065	D.H. & W.'s
F	243°31'05"	3.51 & 16.805	D.H. & W.'s & S.M. 176271
V	345°34'20"	6.89 & 23.09	D.H. & W.'s & D.O.P. 1155695
W	242°27'20"	5.27 & 23.01	D.H. & W.'s & S.M. 176267
AA	39°51'25"	3.4 & 13.205	D.H. & W.'s
BB	107°28'30"	3.395 & 13.215	D.H. & W.'s
CC	100°13'25"	3.4 & 13.45	D.H. & W.'s & S.M. 176287
CE	157°36'25"	3.4 & 15.87	D.H. & W.'s
EE	212°24'15"	8.26 & 18.95	D.H. & W.'s & S.M. 176275
GG	175°14'20"	13.965	D.H. & W.
GG	259°45'35"	4.85	D.H. & W.
HH	105°49'20"	3.405 & 13.175	D.H. & W.'s
II	94°01'30"	3.405 & 13.14	D.H. & W.'s
JJ	122°52'35"	3.9 & 14.955	D.H. & W.'s & S.M. 176298
KK	94°37'45"	3.4 & 13.17	D.H. & W.'s
LL	93°08'	3.4 & 13.19	D.H. & W.'s

A - EASEMENT TO DRAIN WATER 1.5 WIDE
B - EASEMENT LIMITED IN HEIGHT TO R.L. 68 ON AUSTRALIAN HEIGHT DATUM
P - THAT PART LOT 8165 BENEFITED BY A - EASEMENT TO DRAIN WATER 1.5 WIDE
L - THAT PART LOT 8165 BENEFITED BY P - EASEMENT FOR SUPPORT 1 WIDE
P - EASEMENT FOR SUPPORT 1 WIDE



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT FOR SUPPORT 1 WIDE
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. RESTRICTION ON USE OF LAND
12. RESTRICTION ON USE OF LAND
13. RESTRICTION ON USE OF LAND

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:-

1. PADDOCK STREET 16.6 WIDE
2. TURON CRESCENT 11.5 WIDE, 16.6 WIDE & VARIABLE
3. AVON STREET 16.6 WIDE

If space is insufficient for signature, seals and statements use
PLAN FORM 6A

Crown Lands NSW / Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the Provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed.....SUBDIVISION.....set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:.....BLACKTOWN CITY COUNCIL.....

Date of Endorsement:.....14th April 2011.....

Accreditation no:.....Not Applicable.....

Subdivision Certificate no:.....12560.....

File no:.....DA-09-3188.....

*Delete whichever is inapplicable.

Office Use Only

DP1152462

Registered:  3.5.2011

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF
SUBDIVISION OF LOT 4161 D.P.1148165

LGA: BLACKTOWN

Locality: THE PONDS

Parish: GIDLEY

County: CUMBERLAND

Survey Certificate

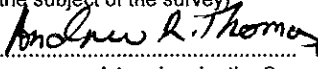
I, ANDREW RICHARD THOMAS.....

of CRAIG & RHODES PTY LTD.....

a surveyor registered under the Surveying & Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying & Spatial Information Regulation, 2006 & was completed on:.....25th FEBRUARY, 2011.....

The survey relates to.....LOTS 8101 TO 8165.....8166 PARTLY COMPILED.....

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature:  Dated: 7/3/11.....

Surveyor registered under the Surveying & Spatial Information Act, 2002

Datum Line: 'X' - 'Y'.....

Type: Urban / ~~Rural~~.....

Plans used in preparation of survey / compilation.

D.P. 1144156
D.P. 1148165
D.P. 1152013
D.P. 1154695

Surveyor's Reference: 1727-81

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF
SUBDIVISION OF LOT 4161 D.P.1148165

Office Use Only

DP1152462

Office Use Only

Registered:



3.5.2011

Subdivision Certificate No.: 12560

Date of Endorsement: 14th April 2011

SIGNED BY CARMEN LORRAINE OSBORNE AS A DELEGATE OF
LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF
REVOCATION OF SUCH DELEGATION

SIGNATURE

Surveyor's Reference: 1727-81

ePlan

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

Lengths are in Metres

Sheet 1 of 11 Sheets

Plan:

DP1152462

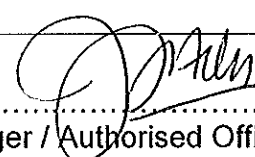
Plan of Subdivision of Lot 4161
 D.P. 1148165 covered by Council's
 Subdivision Certificate No. 12560
 of 14th April 2011

Full Name and address of Proprietor of land:	LANDCOM Level 2 330 Church Street PARRAMATTA NSW 2150
--	--

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	8107	8108, 8109, 8110, 8111 8112, 8113
		8109	8110, 8111, 8112, 8113
		8110	8111, 8112, 8113
		8111	8112, 8113
		8112	8113
		8120	8121, 8122, 8123, 8124, 8125, 8126, 8127, 8128, 8129
		8121	8122, 8123, 8124, 8125, 8126, 8127, 8128, 8129
		8123	8124, 8125, 8126, 8127, 8128, 8129
		8124	8125, 8126, 8127, 8128, 8129
		8125	8126, 8127, 8128, 8129
		8126	8127, 8128, 8129

APPROVED BY BLACKTOWN CITY COUNCIL
 General Manager / Authorised Officer




ePlan

Lengths are in Metres

Sheet 2 of 11 Sheets

Plan:

DP1152462

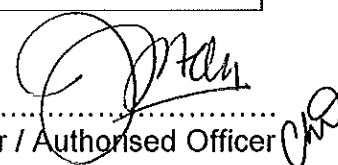
Plan of Subdivision of Lot 4161
 D.P. 1148165 covered by Council's
 Subdivision Certificate No. 12560
 of 14th April 2011

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	8127 8128 8137 8138 8139 8141 8144 8145 8146 8147 8148 8161 8162 8163	8128, 8129 8129 8138, 8139, 8140, 8141, 8142 8139, 8140, 8141, 8142 8140, 8141, 8142 8142 8143 8143, 8144 8143, 8144, 8145 8143, 8144, 8145, 8146 8143, 8144, 8145, 8146, 8147 8162, That part 8165 denoted 'F' That part 8165 denoted 'F' 8143, 8144, 8145, 8146, 8147, 8148
2.	Easement for Support 1 Wide	8158, 8159 8160	That part 8165 denoted 'G' 8162, That part 8165 denoted 'G'
3.	Easement for Padmount Substation 2.75 Wide	8108, 8140	Integral Energy Australia

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.....
 General Manager / Authorised Officer



ePlan

Lengths are in Metres

Sheet 3 of 11 Sheets

Plan:

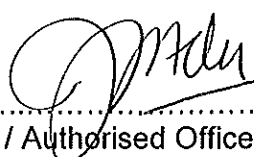
DP1152462

Plan of Subdivision of Lot 4161
 D.P. 1148165 covered by Council's
 Subdivision Certificate No. 12560
 of 14th April 2011

Part 1 (cont)

	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:-
4.	Restriction on Use of Land	8108, 8109, 8140, 8141	Integral Energy Australia
5.	Restriction on Use of Land	8108, 8109, 8140, 8141	Integral Energy Australia
6.	Restriction on Use of Land	8163, 8164, 8165, 8166	Blacktown City Council
7.	Restriction on Use of Land	Each lot 8101 to 8162 inclusive	Every other lot 8101 to 8162 inclusive
8.	Restriction on Use of Land	Each lot 8101 to 8162 inclusive	Blacktown City Council
9.	Restriction on Use of Land	Each lot 8101 to 8162 inclusive	Blacktown City Council
10.	Restriction on Use of Land	8101, 8113, 8149	Blacktown City Council
11.	Restriction on Use of Land	8114, 8115, 8116, 8117, 8118, 8121, 8123, 8124, 8125, 8126, 8127, 8128, 8129, 8130, 8131, 8133, 8144, 8146, 8147, 8151, 8153, 8155, 8157	Blacktown City Council
12.	Restriction on Use of Land	8101	Landcom
13.	Restriction of Use of Land	8101, 8113, 8149	Blacktown City Council

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.....
 General Manager / Authorised Officer  

ePlan

Lengths are in Metres

Sheet 4 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161
D.P. 1148165 covered by Council's
Subdivision Certificate No. 12560
of 14th April 2011

Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

An Easement to Drain Water as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 as amended provided that the Easement to Drain Water within lot 8163 is limited in height to Reduced Level 68 on Australian Height Datum within that part of the aforementioned lot denoted 'B' on the abovementioned plan.

Name of Authority empowered to release vary or modify easement numbered 1 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked 'Easement for Support 1 Wide' on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release vary or modify easement numbered 2 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office.

Name of Authority empowered to release vary or modify easement numbered 3 in the plan is Integral Energy Australia.

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

1. No building shall be erected or permitted to remain within the restriction site denoted 'D' on the abovementioned plans unless:
the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

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.....
General Manager / Authorised Officer



ePlan

Lengths are in Metres

Sheet 5 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161
D.P. 1148165 covered by Council's
Subdivision Certificate No. 12560
of 14th April 2011

Part 2 (cont)

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

and the Owner provides the Authority Benefited with an engineer's certificate to this effect.

2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3. Definitions

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

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

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

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Integral Energy Australia.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'E' on the abovementioned plan

2. Definitions

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Integral Energy Australia.

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.....
General Manager / Authorised Officer



ePlan

Lengths are in Metres

Sheet 6 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161

D.P. 1148165 covered by Council's

Subdivision Certificate No. 12560

of 14th April 2011

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to construction of Road and Drainage Works, the provision of Lot Fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown Council Development Control Plan 2006 and suitability of the lot for any intended use.

Name of Authority empowered to release vary or modify restriction numbered 6 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

- (a) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
- (b) No main building shall be erected on each burdened lot unless it has a garage. The garage shall have a minimum floor area of 16 square metres and be constructed of the same materials as the main building.
- (c) No dwelling shall be erected on the lot hereby burdened unless in accordance with the Development controls for Dwelling Houses contained in Part M of Blacktown Development Control Plan 'Second Ponds Creek'.
- (d) No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing element contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- (e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.

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.....
General Manager / Authorised Officer



ePlan

Lengths are in Metres

Sheet 7 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161

D.P. 1148165 covered by Council's

Subdivision Certificate No. 12560

of 14th April 2011

Part 2 (cont)

- (f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

Name of Authority having the right to release, vary, or modify the terms of the restriction numbered 7 in the plan is Landcom for such period as it is the registered proprietor of any land benefited by this restriction. Thereafter, the power shall revert to the beneficiaries of this restriction.

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

- (a) No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.
- (b) No building or structure shall be erected on the lot hereby burdened unless 32MPa concrete is used where concrete footings, piers and swimming pools extend below the existing ground level of the subject lot unless such concrete is protected by a water proof membrane designed and certified by a Chartered Professional Engineer .

Name of Authority empowered to release vary or modify the terms of the restriction numbered 8 in the plan is Blacktown City Council.

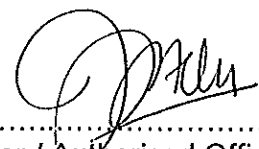
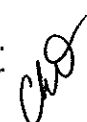
Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

No vehicular access to the lot hereby burdened shall be constructed unless a minimum of 1.5 metres clear from the edge of any 'in pavement' street tree planter box and achieve, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 9 in the plan is Blacktown City Council.

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.....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 8 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161
D.P. 1148165 covered by Council's
Subdivision Certificate No. 12560
of 14th April 2011

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

Direct vehicular access to and/or from the lot hereby burdened is prohibited across that boundary as denoted below and in the abovementioned plan.

Lot Burdened	Boundary Denoted
8101	'H' – 'I' – 'J'
8113	'J' – 'K'
8149	'L' – 'M'

Name of Authority empowered to release vary or modify restriction numbered 10 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 11 in the plan.

No dwelling house shall be erected on the land burdened unless such a dwelling house has been designed in accordance with the provisions of Blacktown Development Control Plan 2006 – Part M, Section 5.4 "Integrated Housing" with the exception that no zero lot line walls will be permitted.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 11 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan.

No dwelling shall be erected on the lot hereby burdened unless the design of the main building is of two storey construction.

"Dwelling": means a residential style house capable of being lived in and is referred to as the main building upon the lot.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 12 in the plan is Landcom.

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.....
General Manager / Authorised Officer



ePlan

Lengths are in Metres

Sheet 9 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161

D.P. 1148165 covered by Council's

Subdivision Certificate No. 12560

of 14th April 2011

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.

No fence shall be erected along the boundary of the lots hereby burdened as denoted below and in the abovementioned plan unless such fence is a decorative style fence constructed in accordance with Part M Figure 5.8 Blacktown Development Control Plan 2006

Lot Burdened	Boundary Denoted
8101	'H' – 'I' – 'J'
8113	'J' – 'K'
8149	'L' – 'M'

Name of Authority empowered to release vary or modify the terms of the restriction numbered 13 in the plan is Blacktown City Council.

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.....
General Manager / Authorised Officer



ePlan

Lengths are in Metres

Sheet 10 of 11 Sheets

Plan:

DP1152462

Plan of Subdivision of Lot 4161

D.P. 1148165 covered by Council's

Subdivision Certificate No. 12560

of 14th April 2011

Part 2 (cont)

CO
SIGNED by me, CARMEN LORRAINE OSBORNE
as Delegate of **LANDCOM** who hereby declares)
that she has no notice of the revocation of such)
delegation in the presence of)



LANDCOM
by its Delegate


.....
Signature of WITNESS

ROBYN HOFFMANN
.....
Name of Witness (BLOCK LETTERS)

.16. CAMBRIDGE STREET, EPPING.....
Address of Witness

14 APR 11
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

ePlan

Length are in Meters

(Sheet 11 of 11 sheets)

Plan:

DP1152462

Plan of Subdivision of Lot 4161
D.P. 1148165 covered by Council's
Subdivision Certificate No. 12560
of 14 April 2011

Signed on behalf of Endeavour Energy
ABN 59 253 130 878 (Formerly Integral Energy
Australia – Energy Services Corporations
Amendment (Change of Name) Regulation
2011 (NSW) published 2 March 2011)
by its Attorney pursuant to Power of Attorney
Book 4573 No 297 in the presence of:

Ray Simmonds
Signature of witness

Ray Simmonds
Name of witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Geoff Riethmuller
Signature of Attorney

Geoff Riethmuller
Name of Attorney

Network Property Mgr
Position

Date of execution 23/3/2011

URS 11492

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager/Authorised Officer

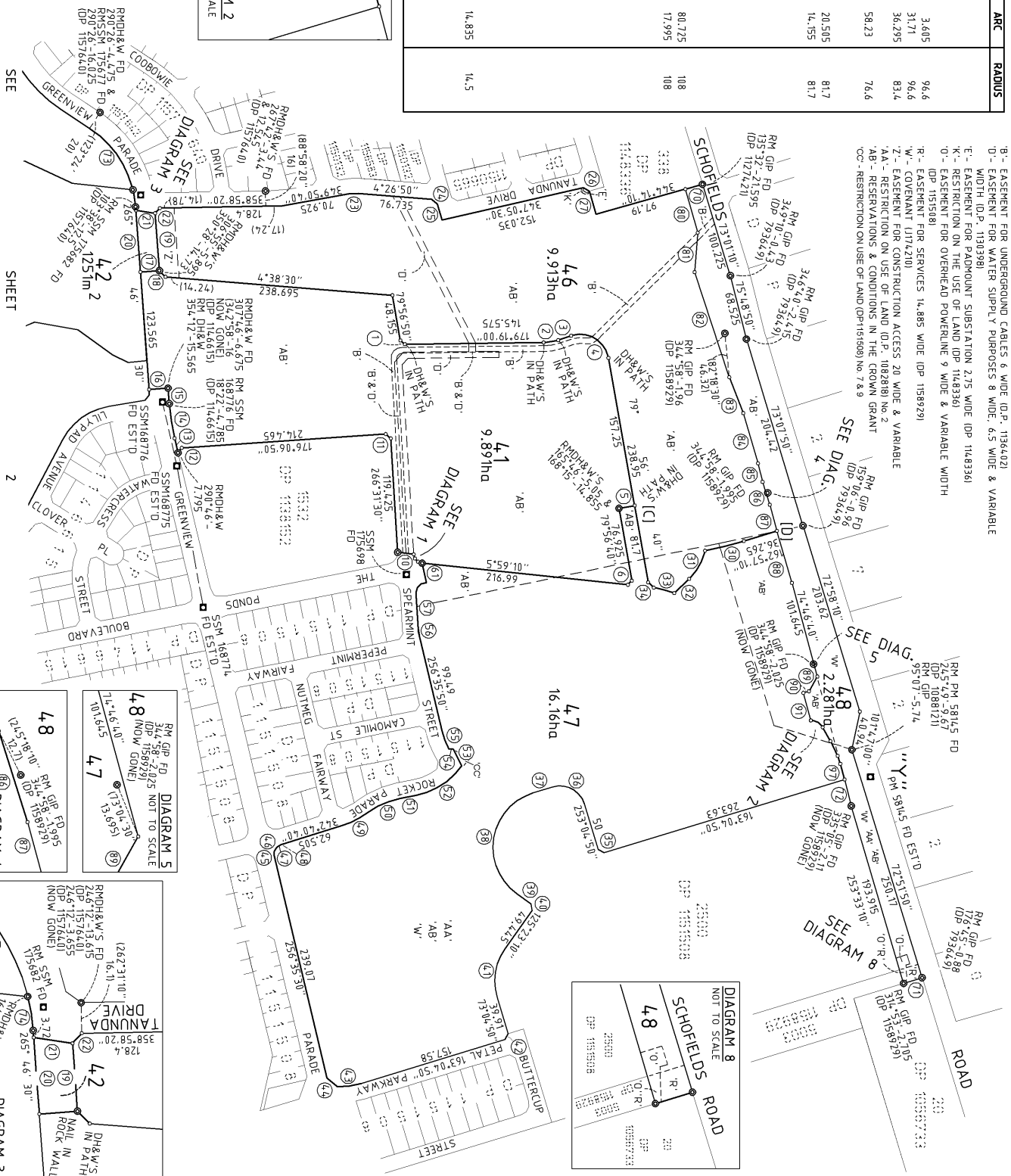
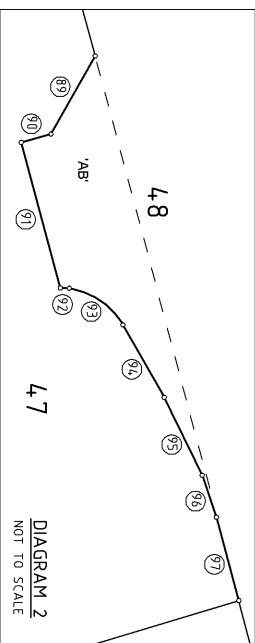
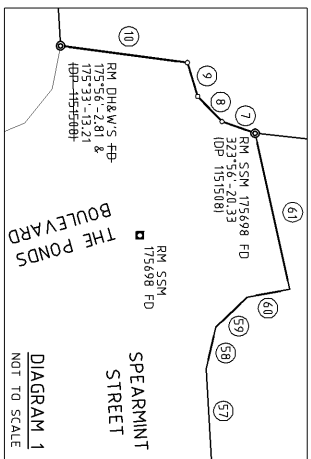
REGISTERED



3.5.2011

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	39°38'00"	6.1	15.54	50	44	220°02'00"	14.235		
2	350°24'50"	15.48	5.075		45	271°17'50"	5.075		
3	16°30'30"	14.395	5.075		46	300°42'20"	5.075		
4	30°14'30"	45.43	51.54	30	47	330°06'50"	3.605		
5	169°56'40"	16.6			48	343°44'50"	3.605		
6	123°58'00"	6.05			49	333°16'30"	3.1565		
7	199°24'30"	4.645			50	336°20'10"	3.171		
8	226°15'20"	4.645			51	348°48'10"	36.005		
9	253°06'00"	4.645			52	327°01'30"	56.84		
10	187°31'50"	16.91			53	243°19'10"	58.23		
11	221°19'10"	7.045			54	178°46'30"	4.765		
12	126°21'10"	6.46			55	249°24'20"	20.45		
13	256°35'30"	15.635			56	261°33'40"	14.14		
14	261°11'00"	36.82			57	266°31'30"	33.915		
15	265°46'30"	16.245			58	283°06'00"	5.705		
16	175°46'30"	20			59	316°55'20"	5.705		
17	175°46'30"	20			60	349°24'30"	5.705		
18	45°12'30"	9.115			61	257°33'10"	21.08		
19	85°46'20"	60.335			62	344°14'10"	18.72		
20	265°46'30"	64.855			63	163°19'00"	20.31		
21	8°30'20"	20.505			64	255°47'50"	28.565		
22	312°33'20"	7.19			65	54°48'50"	80.725		
23	357°08'50"	10.165			66	81°00'00"	17.995		
24	39°10'00"	8.22			67	74°07'00"	47.54		
25	73°53'00"	17.325			68	94°38'10"	41.54		
26	30°18'50"	7.285			69	71°42'20"	115.985		
27	73°32'10"	25.285			70	68°40'50"	40.25		
28	165°57'40"	42.005			71	73°35'40"	54.975		
29	119°38'30"	33.78			72	75°58'00"	20.01		
30	135°52'50"	21.585			73	72°32'00"	25.03		
31	195°01'10"	22.285			74	74°49'10"	28.485		
32	43°34'20"	8.05			75	73°51'30"	54.785		
33	208°04'50"	7.07			76	119°28'40"	17.77		
34	208°04'50"	37.62			77	164°13'40"	6.155		
35	163°04'50"	21.33			78	74°58'20"	29.865		
36	99°08'50"	107.075			79	1°39'00"	0.265		
37	35°13'00"	18.165			80	30°57'30"	14.195		
38	80°18'10"	7.06			81	60°19'20"	16.56		
39	99°14'00"	53.225			82	63°55'50"	17.145		
40	118°04'50"	25.225			83	71°15'30"	8.805		
41	171°57'30"	25.225			84	74°58'10"	17.085		
42	265°46'30"	64.855							



Surveyor : SANDRA MARIE HOFFMANN
Date of Survey : 27/04/2011
Surveyor's Ref : S-34473-SWC

PLAN OF SUBDIVISION OF LOTS 5002 AND 8166
IN D.P. 1158929, LOT 8166
IN D.P. 1152462 AND
LOT 2627 IN D.P. 1151508

L.G.A. BLACKTOWN
Locality : THE PONDS
Subdivision No. 12372
Lengths are in metres. Reduction Ratio 1:3000

Registered
16.6.2011
DP1164464

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	269°38'30"	2.72	66.62	200
2	260°06'00"	66.31		
3	250°33'30"	5.91		
4	10°08'30"	5.695	5.695	220
5	279°22'00"	20		
6	8°16'40"	7.835	7.835	200
7	89°01'00"	45.3		
8	85°53'20"	27.28	27.295	250
9	72°42'40"	69.81	70.17	200
10	48°01'50"	75.77	76.6	150
11	33°24'00"	35.925		
12	5°48'50"	78.66	80.725	108
13	6°12'50"	63.935		
14	25°02'00"	54.885		
15	2°11'30"	8.295		
16	163°34'50"	31.555		
17	2°40'30"	49.995		
18	170°29'30"	29.445		
19	172°08'10"	65.435		
20	170°01'30"	53.135		
21	178°01'20"	30.97		
22	9°52'00"	31.445		
23	168°09'20"	18.495	18.945	25
24	16°26'50"	18.89		
25	168°37'50"	32.335		
26	1°46'00"	32		
27	170°42'50"	19.75	19.295	50
28	183°18'30"	9.225	9.495	11.5
29	181°30'40"	21.48	22.205	25
30	156°04'10"	22.245		
31	169°03'00"	29.36		
32	173°29'50"	19.84		
33	26°33'40"	17.56		
34	35°51'50"	45.605		
35	9°53'40"	46.075		
36	158°10'10"	36.04		
37	25°08'40"	67.92		
38	175°44'00"	33.27		
39	15°44'00"	55.105		
40	173°15'10"	80.96		
41	178°15'50"	56.56		
42	171°14'00"	52.335		
43	171°30'00"	46.76		
44	101°54'40"	10		
45	197°29'50"	26.195	26.685	40
46	178°23'05"	13.965		
47	159°16'25"	48.555	49.445	75
48	178°09'35"	1.775		
49	228°03'55"	12.74		
50	287°09'30"	24.95		
51	281°38'40"	53.805		
52	276°07'50"	10.09		
53	269°38'30"	17.975		
54	81°00'00"	7.39	17.995	108
55	128°08'50"	39.22		
56	170°31'10"	59.21		
57	164°07'30"	45.98	47.535	53.4
58	163°14'00"	37.62	41.785	26.6
59	123°44'10"	8.275		
60	122°21'00"	67.14	67.46	200
61	178°58'10"	34.64		
62	231°02'45"	7.825	23.4	
63	232°36'30"	36.16		
64	85°46'30"			

SSM CONNECTIONS

SSM 175682 - SSM 168776	82°41'40"-218.755
SSM 168776 - SSM 168775	79°21'50"-48.085 (MGA GRID)
SSM 168775 - SSM 168774	79°21'50"-48.085 (SURVEY)
SSM 168774 - SSM 175698	79°24'16"-150.816 (MGA GRID & SURVEY)
SSM 168776 - SSM 164480	350°49'20"-215.88
SSM 168774 - SSM 164480	178°20'45"-679.797 (MGA GRID)
SSM 164480 - PM 44695	301°34'25"-529.701 (MGA GRID)
SSM 168776 - SSM 167888	301°34'27"-529.680 (SURVEY)
SSM 164480 - SSM 167888	262°46'32"-352.791 (MGA GRID)
SSM 164480 - SSM 167888	262°46'32"-352.750 (SURVEY)

M.G.A. TABLE
SCHEDULE OF PERMANENT MARKS.

MARK	SURVEYING AND SPATIAL INFORMATION REGULATION 2016		CLASS	ORDER	ORIGIN
	EASTING	NORTHING			
PM 44695	30690.392	62688.853	B	2	SCMS
PM 58145	30670.356	62697.601	B	2	SCMS
SSM 164480	30631.705	62687.149	C	3	SCMS
SSM 167885	30598.124	62684.73	C	3	SCMS
SSM 167888	30601.656	62682.122	C	3	SCMS
SSM 168774	30652.252	62692.340	C	4	SCMS
SSM 168775	30639.000	62678.607	C	4	SCMS
SSM 168776	30632.081	62695.040	C	4	SCMS
CSF 1.000053	SOURCE: SCMS MAY 2017 ZONE 56				

MGA AZIMUTH
"X" - "Y"

SSM 164480 - PM58145	14°07'45"-147.852 (MGA GRID)
-1447.831 (SURVEY)	

SEE SHEET 1

SEE SHEET 2

SEE SHEET 3

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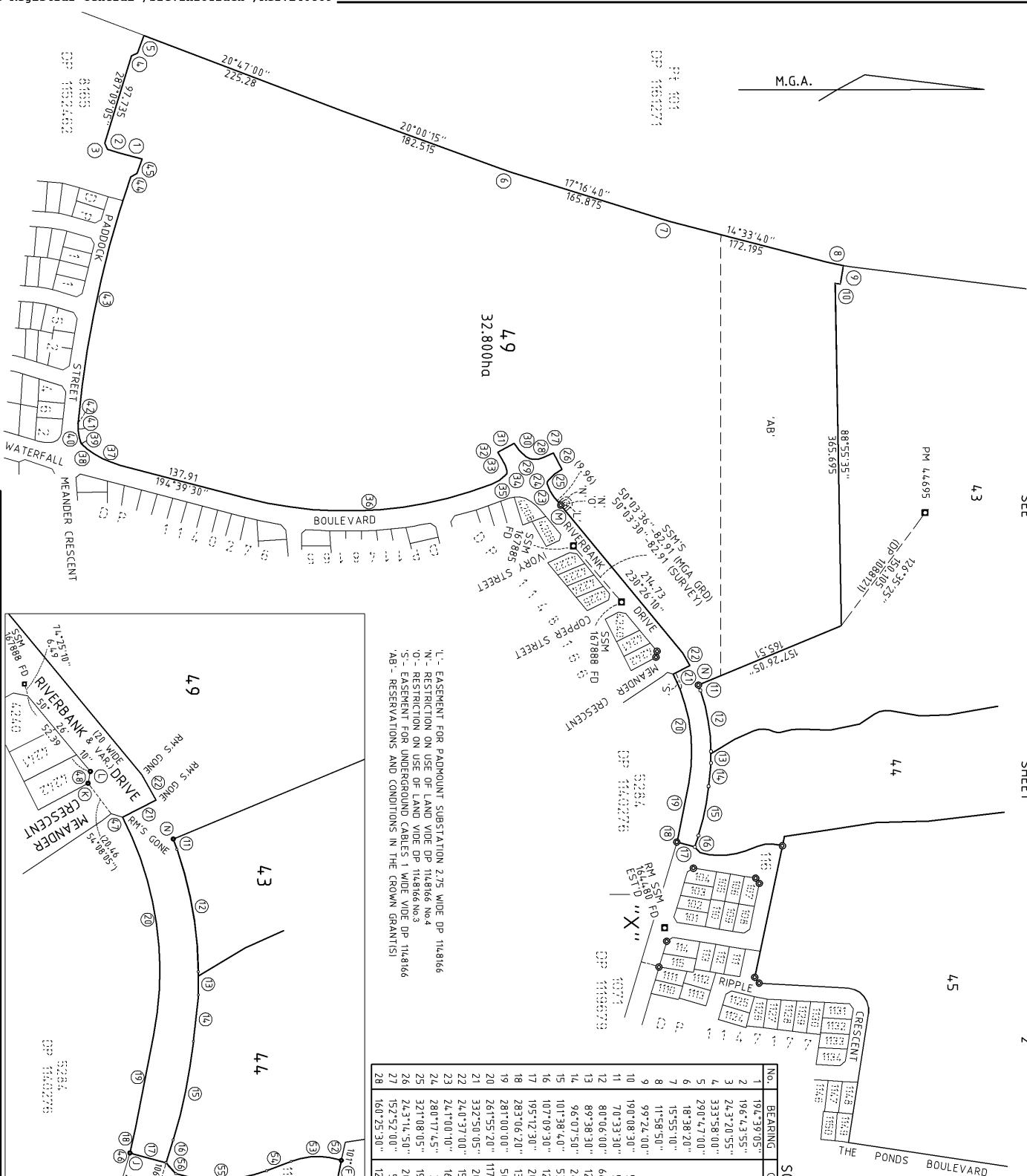
SEE SHEET 175

SEE SHEET 176

SEE

SHEET

2



No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	194°39'05"	23.985	14.055	191.7	29	192°55'50"	12.89	13.29	15.5
2	196°43'55"	14.055	14.055	191.7	30	229°22'55"	18.74	18.875	4.55
3	243°20'55"	7.22	7.22	250	31	151°16'00"	20		
4	333°58'00"	6.845	6.845	250	32	60°11'35"	9.055		
5	290°47'00"	20	11.9	250	33	67°39'40"	13.52	13.57	4.55
6	18°38'20"	11.9	11.9	250	34	105°43'50"	3.94	4.125	4.55
7	15°55'10"	11.855	11.855	250	35	14°07'50"	18.725	18.86	4.55
8	11°58'50"	18.01	18.015	200	36	176°50'00"	263.275	267.57	430
9	99°24'00"	20	18.015	200	37	203°19'50"	30.3	30.42	100.5
10	190°08'30"	5.7	5.7	220	38	216°50'50"	15.12	15.14	89.5
11	70°33'30"	5.91	66.62	200	39	237°05'15"	5.575	5.65	10.5
12	80°06'00"	66.31	66.62	200	40	258°24'05"	10.31	10.33	50
13	89°38'30"	12.33			41	266°02'40"	6.66		
14	96°07'50"	24.95			42	275°15'30"	5		
15	101°38'40"	53.805	53.885	280	43	282°08'35"	266.535	267.18	1111.7
16	107°09'30"	12.74			44	331°54'15"	7.345		
17	195°12'30"	20			45	289°13'35"	16.655		
18	283°06'20"	13.225	13.23	180	46	105°56'40"	4.61	4.61	180
19	281°00'00"	50.8			47	193°49'10"	6.665		
20	261°55'20"	117.66	119.86	180	48	280°25'00"	6.43		
21	332°50'05"	20			49	327°52'15"	7.525		
22	24°37'00"	15.485	15.49	200	50	55°29'15"	6.895		
23	241°00'10"	16.685	16.78	4.55	51	52°36'25"	7.825		
24	280°17'45"	3.845	4.01	4	52	197°29'50"	0.64		
25	321°08'05"	19.095	19.24	4.55	53	178°23'05"	26.195	26.685	40
26	243°14'50"	20			54	159°16'25"	13.965		
27	152°52'00"	5.715	5.715	430.6	55	178°09'35"	48.555	49.445	75
28	160°25'30"	12.57	12.61	4.55	56	228°03'55"	7.715		

SCHEDULE OF REFERENCE MARKS			
No.	BEARING	DISTANCE	DESCRIPTION
A	248°21'15"	1.55	DH&W FD (DP 1147171)
B	5°01'55"	8.755	DH&W FD (DP 1147171)
C	262°12'40"	5.62	DH&W FD (DP 1120382)
D	138°56'40"	4.945	DH&W FD (DP 1120382)
E	83°22'00"	3.505 & 8.405	DH&W'S FD (DP 1120382)
F	287°30'00"	26.96 (BET MEI)	DH&W'S FD (DP 1119679)
G	28°19'45"	9.465 & 20.98	DH&W'S FD (DP 1120382)
H	79°56'20"	6.38	SSM 164.80 FD (DP 1119679)
I	43°22'25"	17.345	DH&W'S FD (DP 1119679)
J	208°35'45"	4.595 & 16.08	DH&W'S FD (DP 1119679)
K	225°16'55"	3.35	DH&W'S FD (DP 1148166)
L	138°10'50"	4.325	DH&W'S FD (DP 1148166)
M	354°05'05"	5.28	DH&W FD (DP 1148166)
N	146°09'30"	21.55	RM GP
	31°18'50"	34.555	DH&W

Surveyor : SANDRA MARIE HOFFMANN
Date of Survey : 27/04/2011
Surveyor's Ref : 5-34473-SWC

PLAN OF SUBDIVISION OF LOTS 5002 AND 5004, IN D.P. 1158929, LOT 8166 IN D.P. 1152462 AND LOT 2627 IN D.P. 1151508

L.G.A. BLACKTOWN
Locality : THE PONDS
Subdivision No. 12572
Lengths are in metres. Reduction Ratio 1:3000

Registered
16.6.2011

DP1164464
SCALE 1:5000

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

Pursuant to Section 88B of the Conveyancing Act 1919 as amended, it is intended to create:

1. Restriction on the Use of Land
2. Right of Footway Variable Width
3. Easement for Repairs Variable Width
4. Easement for Drainage of Water Variable Width
5. Easement for Construction Access 20 Wide and Variable Width (Z)
6. Restriction on the Use of Land

Office Use Only

DP1164464

Office Use Only

Registered:  16.6.2011

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 5002 AND 5004 IN D.P.1158929, LOT 8166 IN D.P.1152462 AND LOT 2627 IN D.P.1151508

LGA: BLACKTOWN

Locality: THE PONDS

Parish: GIDLEY

County: CUMBERLAND

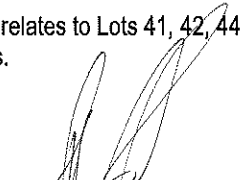
Survey Certificate

I, Sandra Marie Hoffmann

of RPS Australia East Pty Ltd

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: 27/04/2011

The survey relates to Lots 41, 42, 44, 48, [A]-[B] and [C]-[D] and connections.

Signature  Dated: 09/05/2011

Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: "X"- "Y" (MGA)

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 1152462	DP 1130398	DP 1138152
DP 1136402	DP 793649	DP 1157640
DP 1146615	DP 1127421	DP 1148166
DP 1082818	DP 1148336	DP 1147177
DP 1109171	DP 1088121	DP 1120382
DP 1119679	DP 1158929	DP 1151508

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I, ... in approving this plan certify
(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:

Date:

File Number:

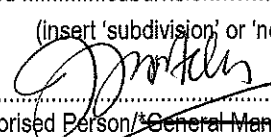
Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed subdivision set out herein

(insert 'subdivision' or 'new road')


* Authorised Person/General Manager/Accredited Certifier

Consent Authority: **Blacktown City Council**Date of Endorsement: **16 May 2011**Accreditation no: **N/A**Subdivision Certificate no: **12572**File no: **DA-10-2813**

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 5-3447-3-SWC

* Strike through inapplicable parts.

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOTS 5002 AND
5004 IN D.P.1158929, LOT 8166 IN D.P.1152462
AND LOT 2627 IN D.P.1151508

Office Use Only

DP1164464

Office Use Only

Registered:



16.6.2011

Subdivision Certificate No.: 12572

Date of Endorsement: 16 May 2011

SIGNED BY ME *KERRY ROBINSON*
AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY
THAT I HAVE NO NOTICE OF REVOCATION OF SUCH
DELEGATION.

(Signature)

WITNESS

PAUL NEVILLE
CL - LANDCOM
21330 CHURCH ST
PARRAMATTA NSW 2150

ePlan

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

Plan: **DP1164464**

(Sheet 1 of 4 sheets)

Subdivision of Lots 5002 and 5004 in D.P. 1158929,
 Lot 8166 in D.P.1152462 and Lot 2627 in
 D.P.1151508

Covered by Subdivision Certificate
 No **12572** of **16.5.11**

Full name and address of the owner of the land: **LANDCOM**
 Level 2, 330 Church Street
 PARRAMATTA NSW 2150

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify 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	Restriction on the Use of Land	44 46	Blacktown City Council
2	Right of Footway variable width	44 (whole of lot) 46 (whole of lot)	Blacktown City Council
3	Easement for Repairs Variable Width	44 (whole of lot) 46 (whole of lot)	Blacktown City Council
4	Easement for Drainage of Water Variable Width	44 (whole of lot) 46 (whole of lot)	Blacktown City Council
5	Easement for Construction Access 20 Wide and Variable Width (Z)	44 46	42 42
6	Restriction on the Use of Land	Each Lot	Blacktown City Council

Part 2 (Terms)

1. Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan

No fence shall be erected on or within each lot burdened to divide it from any adjoining land to restrict Public Access without the consent of Blacktown City Council.

Until 31st December 2043 no "Parklands Embellishment Works" are to be altered or removed without the consent of Landcom and Blacktown City Council. From 1st January 2044 no "Parklands Embellishment Works" are to be altered or removed without the consent of Blacktown City Council.

For the purposes of this restriction, "Parklands Embellishment Works" means the works constructed on the land (including all pedestrian bridges, pathways, cycleways, play equipment, street furniture, lighting and public art).

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Blacktown City Council

Plan: **DP1164464**

(Sheet 2 of 4 sheets)

Subdivision of Lots 5002 and 5004 in D.P. 1158929,
Lot 8166 in D.P.1152462 and Lot 2627 in
D.P.1151508
Covered by Subdivision Certificate
No 12572 of 16.5.11

Full name and address of the owner of the land: **LANDCOM**
Level 2, 330 Church Street
PARRAMATTA NSW 2150

2. Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan

A Right of Footway in the terms setout in Part 2 of Schedule 4A of the Conveyancing Act 1919.

INCLUDING the full and free right to use the facilities of the "Parklands" being all bridges, pathways, cycleways, play equipment and street furniture.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Blacktown City Council

3. Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan

An Easement for Repairs as setout in the following terms:

1. Blacktown City Council may, and Landcom may until 31 December 2013:

a) at the expiration of at least one week's notice served on the owner or occupier of a lot burdened, use the lot for the purpose of carrying out necessary work on any of the "Parklands Embellishment Works"

b) do anything reasonably necessary for that purpose, including:

- entering the lot burdened, and
- take anything on to the lot burdened

2. In exercising those powers, the body having the benefit of this easement must:

a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable, and

b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and

c) cause as little damage as is practicable to the lot burdened and any improvement on it, and

d) restore the lot burdened as nearly as is practicable to its former condition, and

e) make good any collateral damage

3. For the purposes of this easement, "Parklands Embellishment Works" means the works constructed on the land (including all pedestrian bridges, pathways, cycleways, play equipment, street furniture, lighting and public art)

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Blacktown City Council

Plan: **DP1164464**

(Sheet 3 of 4 sheets)

Subdivision of Lots 5002 and 5004 in D.P. 1158929,
Lot 8166 in D.P.1152462 and Lot 2627 in
D.P.1151508
Covered by Subdivision Certificate
No **12572** of **16.5.11**

Full name and address of the owner of the land: **LANDCOM**
Level 2, 330 Church Street
PARRAMATTA NSW 2150

4. Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

Blacktown City Council

5. Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan

The owner of the lot benefited may

- a) Use the lot burdened for the purpose of carrying out any necessary work which cannot otherwise reasonably be carried out on the lot benefited including construction of ancillary works relating to the construction or maintenance of a bridge and road;
- b) Do anything reasonably necessary for that purpose including but not limited to,
 - i. Entering into the lot burdened
 - ii. Constructing access tracks, ramps, drainage works, soil and erosion protection measures
 - iii. Taking anything onto the lot burdened
- c) In exercising those powers the owner of the lot benefited must:
 - i. Ensure that all work on the lot burdened is done properly and carried out as quickly as practicable
 - ii. Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened
 - iii. Cause as little damage as is practicable to the lot burdened and any improvement on it
 - iv. Restore the lot burdened as nearly as is practicable to its former condition
 - v. Make good any collateral damage

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.

Landcom

6. Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan

No further development of the lot burdened is to take place unless it is approved by development consent granted by Blacktown City Council. As a condition of such development consent, Blacktown City Council may require, amongst other things, construction of roads and drainage works, the provision of lot fill, flora/fauna and site contamination assessments, the payment of Section 94 Contributions/Planning Agreement, conservation outcomes as required by the Office of Environment and Heritage, and bushfire protection.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

Blacktown City Council

ePlan

Plan: **DP1164464**

(Sheet 4 of 4 sheets)

Subdivision of Lots 5002 and 5004 in D.P. 1158929,
Lot 8166 in D.P. 1152462 and Lot 2627 in
D.P. 1151508

Covered by Subdivision Certificate
No **12572** of **16.5.11**

Full name and address of the owner of the land:

LANDCOM
Level 2, 330 Church Street
PARRAMATTA NSW 2150

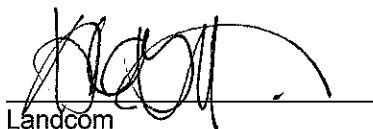
SIGNATURES

Signed by me *KERRY ROBINSON*
as a Delegate of **LANDCOM** who hereby
declares that he has no notice of the
revocation of the delegation in the
presence of:



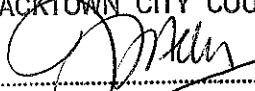
Witness

PAUL NEVILLE
CI- LANDCOM
21330 CHURCH ST
PARRAMATTA NSW 2150



Landcom

BLACKTOWN CITY COUNCIL



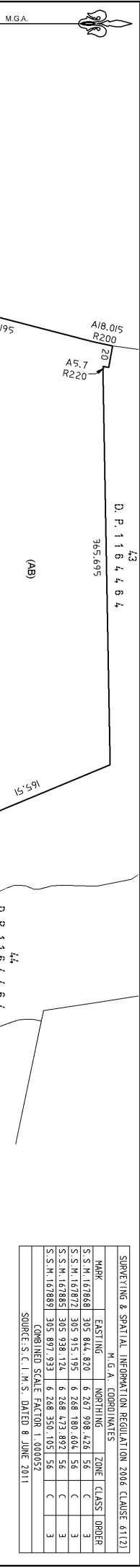
Judith Portelli
Manager Development Services

Approved by Blacktown City Council _____ Authorised Officer

REGISTERED



16.6.2011



P. - THAT PART OF 7198 BENEFITED BY 'E' - EASEMENT FOR SUPPORT, WIDE
G. - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE WIDE D.P. 1148166
H. - RESTRICTION ON USE OF LAND WIDE D.P. 1148166 No. 3
I. - RESTRICTION ON USE OF LAND WIDE D.P. 1148166 No. 4
J. - EASEMENT FOR UNDERGROUND CABLES 1 WIDE WIDE D.P. 1148166

(AB) RESERVATIONS AND CONDITIONS IN
THE CROWN GRANT(S)
D. P. 1161271
PT 101

7198
21.442ha (DEDUCTION)

SCHEDULE OF SHORT & CURVED BOUNDARIES

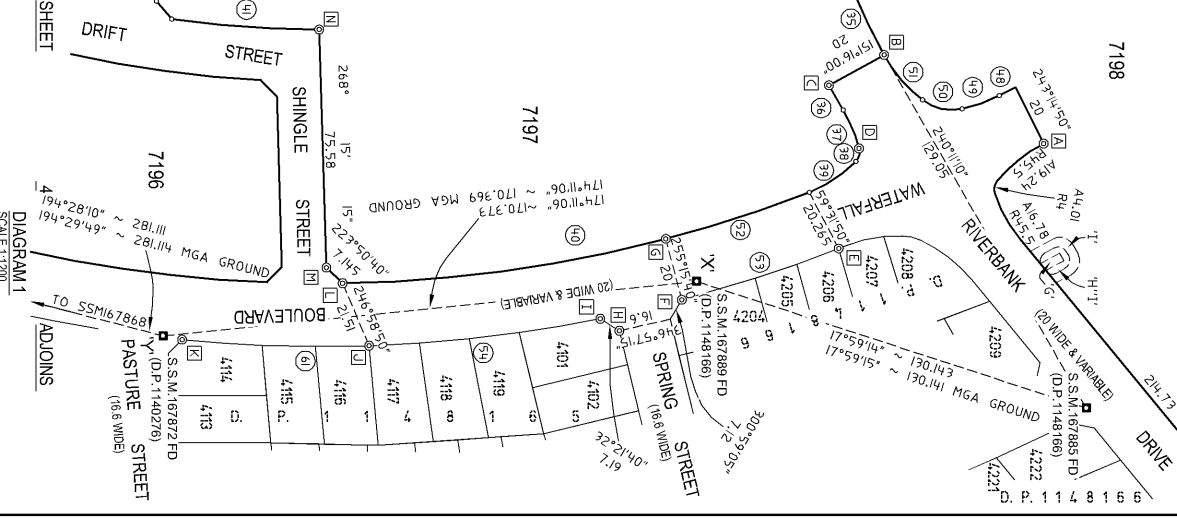
No.	BEARING	CHORD	ARC	RADIUS
34	96°24'00"	27.225	27.225	515
35	74°26'20"	100.965	101.86	221.54
36	60°11'35"	9.055		
37	67°39'40"	13.52	13.57	45.5
38	105°43'50"	3.94	4.125	4
39	147°07'50"	18.725	18.86	45.5
40	169°03'20"	150.05	150.82	430
41	184°00'40"	46.925	46.96	348.4
42	276°20'45"	188.235	188.485	1055.4
43	332°52'	5.715	5.715	430.6
44	340°25'30"	12.57	12.61	45.5
45	12°55'50"	12.89	13.29	15.5
46	69°22'55"	18.74	18.875	45.5
47	34°2'08"	46.91	46.935	430
48	161°55'15"	52.425	52.45	450
49	173°21'35"	73.93	74.02	450
50	108°19'50"	27.095	27.095	1111.7
51	1°51'25"	59.42	59.46	450

SUPPLYING & SPATIAL INFORMATION REGULATION
2006 CLAUSE 35 (1)(b)

MARK	NORTHING	EASTING	ZONE CLASS ORDER
S.S.M. 176252	305 679.1	6 268 086.9	56 U U
S.S.M. 176275	305 677.5	6 267 973.0	56 U U
S.S.M. 176287	305 668.6	6 267 950.5	56 U U
S.S.M. 176287	305 750.2	6 267 953.9	56 U U
S.S.M. 176290	305 825.7	6 268 167.2	56 U U
S.S.M. 176292	305 711.6	6 268 045.2	56 U U
S.S.M. 176293	305 795.9	6 268 049.0	56 U U
S.S.M. 176294	305 746.1	6 268 167.2	56 U U
S.S.M. 176295	305 665.8	6 268 176.6	56 U U

SCHEDULE OF REFERENCE MARKS

NO	BEARING	DISTANCE	DESCRIPTION
A	35°15'25"	4.94 & 17.705	D.H. & W.S. FD (D.P. 1148166)
B	300°12'40"	5.045	D.H. & W
C	314°17'25"	16.195	D.H. & W
D	186°37'30"	5.405 & 20.95	D.H. & W.S. FD (D.P. 1148166)
E	46°51'25"	5.07 & 23.15	D.H. & W.S. FD (D.P. 1148166)
F	33°23'50"	5 & 21.225	D.H. & W.S. FD (D.P. 1148166)
G	251°24'35"	4.32 & 15.55	D.H. & W.S. FD (D.P. 1148166)
H	114°15'50"	4.57 & 14.655	D.H. & W.S. FD (D.P. 1148166)
I	63°32'45"	4.57 & 14.15	D.H. & W.S. FD (D.P. 1148166)
J	84°13'40"	4.43 & 15.58	D.H. & W.S. FD (D.P. 1148166)
K	11°28'40"	6.53 & 19.825	S.S.M. 167872 FD & D.H. & W. FD (D.P. 1148166)
L	242°31'55"	4.895 & 17.31	D.H. & W.S
M	18°31'05"	3.64 & 14.105	D.H. & W.S
N	263°33'40"	3.52 & 14.315	D.H. & W.S
P	221°38'45"	3.85 & 15.205	D.H. & W.S
Q	97°36"	12.02	G.I.P.



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

SURVEYOR: ANDREW RICHARD THOMAS
Date of Survey: 19 JULY 2011
Surveyor's Ref: 1727-71

PLAN OF
SUBDIVISION OF LOT 49 D.P. 1164464

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12621
Lengths are in metres. Recorder Ratio: 1:2500

Registered
19.10.2011

DP1156937

A. - EASEMENT TO DRAIN WATER 1.5 MIDE
B. - EASEMENT FOR SUPPORT 1 WIDE
C. - THAT PART OF LOT 7198 BENEFITED BY
K. - EASEMENT TO DRAIN WATER 1 WIDE

M.G.A.



ADJOINS

SHEET

DIAGRAM 4
NOT TO SCALE

SCHEDULE OF REFERENCE MARKS		
NO.	BEARING	DISTANCE
1	AM 126.401.30"	4.55 & 16.675
2	AM 292.277.45"	3.425 & 13.315
3	AP 238.36.20"	4.905 & 19.055
4	AP 238.36.20"	4.06 & 16.02
5	AP 19.51.50"	7.115 & 19.485
6	AS 28.01.25"	8.49 & 19.205
7	AT 17.08.40"	7.495 & 20.96
8	AT 25.79.08"	6.7 & 19.9
9	AM 117.97.20"	15.965
10	AM 117.97.20"	3.4 & 16.87
11	AM 143.0.05"	4.625 & 18.55
12	AM 100.13.25"	3.45 & 13.45
13	AM 152.76.25"	4 & 15.87
14	BA 212.24.15"	8.26 & 18.95
15	BA 115.41.20"	13.965
16	BS 259.45.35"	4.85
17	BC 200.58.05"	3.375 & 13.065
18	BD 204.71.40"	3.32 & 13.09
19	BE 136.06.40"	3.55 & 15.625
20	BF 38.909"	4.25
21	BG 302.900.45"	3.52 & 13.705

SCHEDULE OF CURVED BOUNDARIES		
NO.	BEARING	CHORD
1	209°01'50"	10.415
2	216°50'50"	15.12
3	237°05'15"	5.575
4	258°24'05"	10.31
5	275°37'50"	14.445
6	276°17'50"	11.405
7	15°53'55"	3.355
8	195°46'20"	3.905
9	201°28'25"	16.08
10	195°53'55"	2.61
11	228°17'40"	12.44
12	280°24'15"	12
13	279°43'30"	14.345
14	278°59'05"	14.345
15	282°23'40"	12.015
16	284°33'35"	12
17	283°51'50"	15
18	283°05'25"	15.005
19	287°14'45"	15
20	286°33'00"	12
21	108°19'50"	27.095
22	108°16'50"	26.915
23	106°56'10"	26.015
24	103°32'05"	54.78
25	99°28'15"	51.915
26	96°00'10"	29.33



DIAGRAM 3
NOT TO SCALE

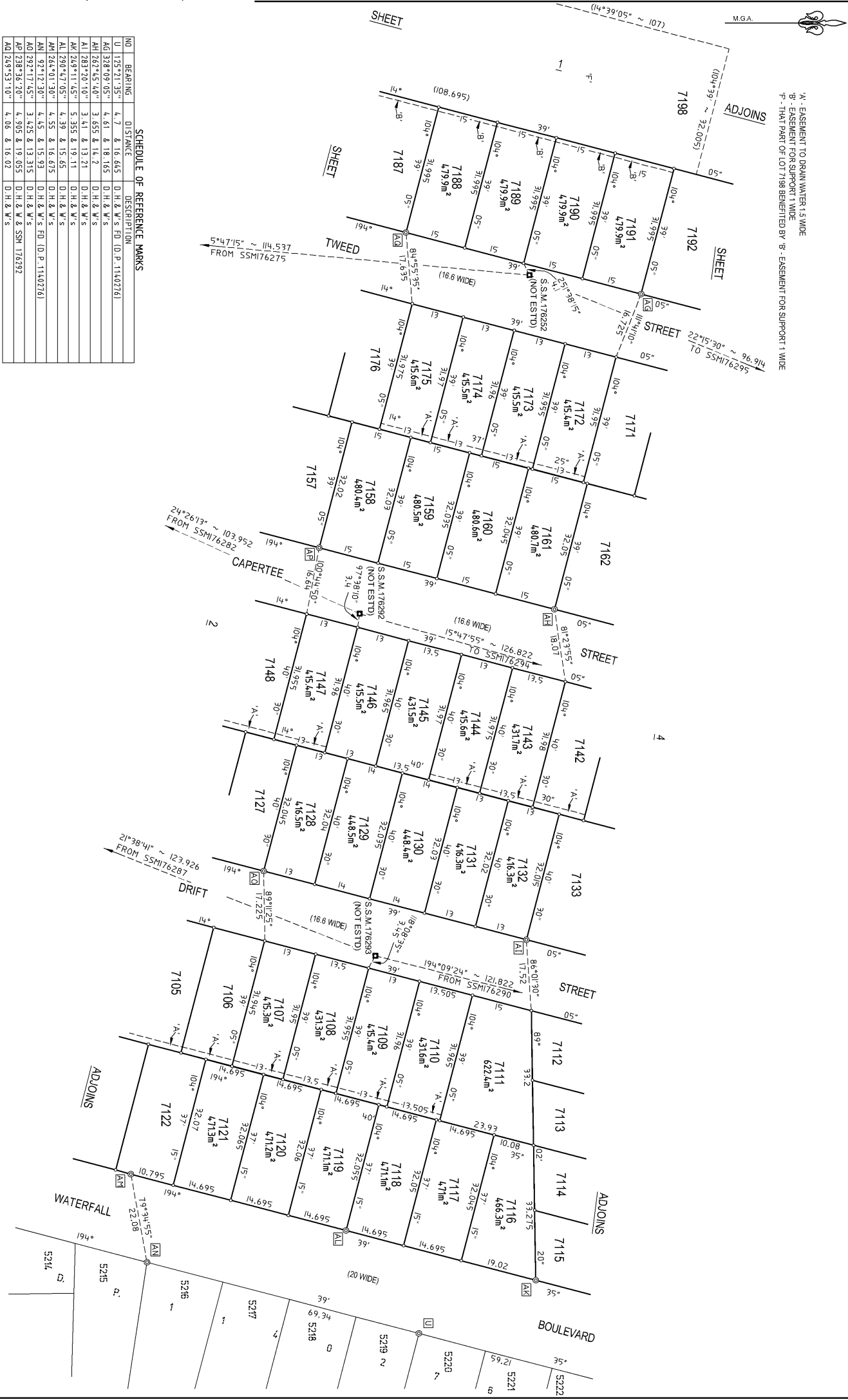
Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 19 JULY 2011
Surveyor's Ref: 1727-71

PLAN OF
SUBDIVISION OF LOT 49 D.P. 1164464

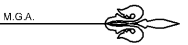
LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12621
Lengths are in metres. Rounder Ratio: 1: 800

Registered
19.10.2011

DP1156937

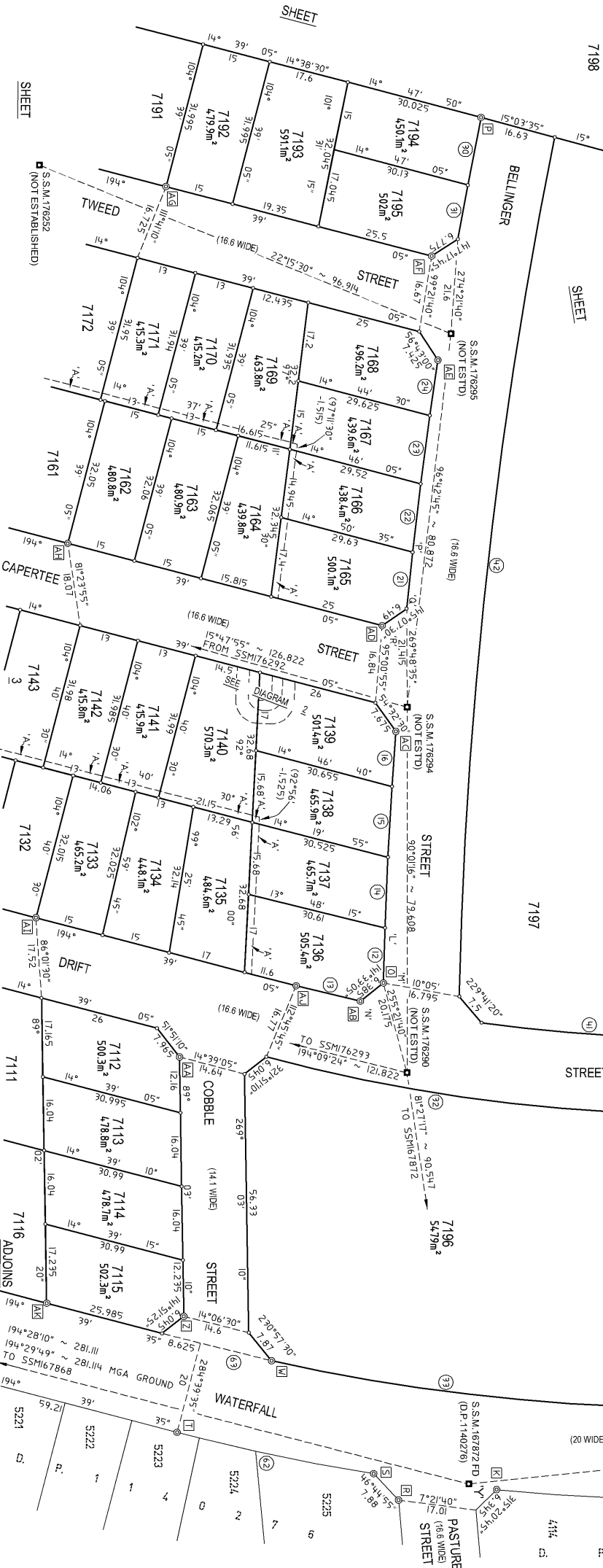
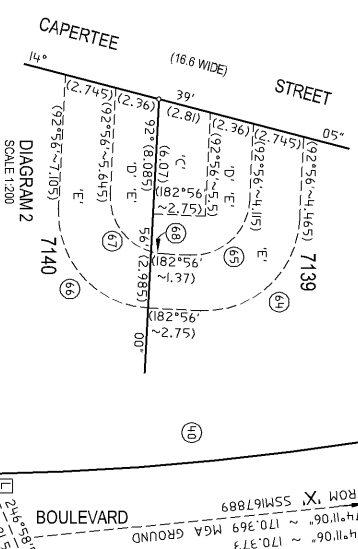


10	20	30	40	50	60	70	80	90	100	110	120	130	140
Scale of mm													
Surveyor: ANDREW RICHARD THOMAS													
Date of Survey: 19 JULY 2011													
Surveyor's Ref: 1727-71													
PLAN OF SUBDIVISION OF LOT 49 D.P. 1164464													
LGA: BLACKTOWN													
Locality: THE PONDS													
Subdivision No. 12621													
Lengths are in metres. Rounder Ratio: 1: 800													
Registered 19.10.2011													
DP1156937													



SCHEDULE OF CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
12	91°41'15"	12	12	1072
13	193°28'00"	14.415	14.415	348.4
14	92°25'15"	15.42	15.42	1072
15	93°14'45"	15.42	15.42	1072
16	93°58'40"	12	12	1072
21	96°03'50"	12.355	12.355	1072
22	96°42'40"	15	15	1072
23	97°35'45"	15	15	1072
24	98°19'20"	12.2	12.2	1072
30	101°07'00"	15	15	1072
31	100°23'45"	12	12	1072
32	9°02'15"	76.445	76.445	345
33	187°25'25"	76.56	76.56	430
40	169°03'20"	150.05	150.05	430
41	184°00'40"	46.925	46.96	348.4
63	13°52'15"	15.975	15.975	430
64	137°56'	4.265	4.21	5
65	137°56'	7.07	7.855	3
66	227°56'	7.07	7.855	3
67	234°35'	0.695	0.695	3
68	189°35'	0.695	0.695	3

SCHEDULE OF REFERENCE MARKS		
No.	BEARING	DISTANCE
J	84°13'40"	4.43 & 15.58
K	11°29'40"	6.25 & 19.825
L	242°37'55"	4.895 & 17.33
M	18°32'05"	3.64 & 14.105
N	263°33'40"	3.52 & 14.315
O	176°00'50"	3.29 & 13.115
P	121°39'45"	3.85 & 15.205
R	166°59'20"	3.3 & 15.66
S	125°05'30"	4.87 & 17.3
T	9°13'35"	4.38 & 15.585
V	307°48'35"	5.375 & 18.925
W	265°23'20"	4.455 & 16.235
X	161°39'25"	3.41 & 16.925
Y	176°29'20"	3.41 & 16.925
AB	236°59'50"	3.565 & 18.56
AC	222°02'20"	4.145 & 16.665
AD	253°02'55"	3.465 & 18.51
AE	189°32'45"	3.305 & 13.12
AF	237°12'35"	3.485 & 18.33
AG	328°09'05"	4.61 & 18.165
AH	262°45'40"	3.655 & 14.2
AI	283°20'10"	3.41 & 13.21
AJ	277°47'10"	3.505 & 13.35
AK	249°11'45"	5.355 & 19.11



Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 19 JULY 2011
Surveyor's Ref: 1727-71

PLAN OF
SUBDIVISION OF LOT 49 D.P. 1164464

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12621
Lengths are in metres. Rounding: 1: 800

Registered
19.10.2011

DP1156937

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE: -

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT TO DRAIN WATER 1 WIDE
3. EASEMENT FOR SUPPORT 1 WIDE
4. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
5. RESTRICTION ON USE OF LAND
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. RESTRICTION ON USE OF LAND
12. RESTRICTION ON USE OF LAND
13. RESTRICTION ON USE OF LAND
14. RESTRICTION ON USE OF LAND

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD: -

1. TWEED STREET 16.6 WIDE
2. CAPEEREE STREET 16.6 WIDE
3. DRIFT STREET 16.6 WIDE
4. BELLINGER STREET 16.6 WIDE
5. COBBLE STREET 14.1 WIDE
6. SHINGLE STREET 14.1 WIDE

If space is insufficient for signature, seals and statements use
PLAN FORM 6A

Crown Lands NSW / Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown
herein have been given.

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the Provisions of s.109J of the Environmental Planning and
Assessment Act 1979 have been satisfied in relation to:

the proposed.....SUBDIVISION.....set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: BLACKTOWN CITY COUNCIL

Date of Endorsement: 10th October 2011

Accreditation no: Not Applicable

Subdivision Certificate no: 12621

File no: DA-10-1017

*Delete whichever is inapplicable.

Office Use Only

DP1156937

Office Use Only

Registered: 19.10.2011

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 49 D.P.1164464

LGA: BLACKTOWN

Locality: THE PONDS

Parish: GIDLEY

County: CUMBERLAND

Survey Certificate

I, ANDREW RICHARD THOMAS
of CRAIG & RHODES PTY LTD

a surveyor registered under the Surveying & Spatial Information Act,
2002, certify that the survey represented in this plan is accurate, has
been made in accordance with the Surveying & Spatial Information
Regulation, 2006 & was completed on: 19 JULY 2011

The survey relates to LOTS 7101 TO 7197, 7198 PARTLY COMPILED

(specify the land actually surveyed or specify any land shown in the plan
that is not the subject of the survey)

Signature: Andrew R. Thomas Dated: 20 JULY 2011
Surveyor registered under the Surveying & Spatial
Information Act, 2002

Datum Line: 'X' - 'Y'

Type: Urban / Rural

Plans used in preparation of survey / compilation.

D.P. 1140276
D.P. 1148165
D.P. 1148166
D.P. 1152462
D.P. 1152464
D.P. 1164464

Surveyor's Reference: 1727-71

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF
SUBDIVISION OF LOT 49 D.P.1164464

Office Use Only

DP1156937

Registered:



19.10.2011

Office Use Only

Subdivision Certificate No.: 12621

Date of Endorsement: 10th October 2011

SIGNED BY CARMEN LORRAINE OSBORNE AS A DELEGATE OF
LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF
REVOCATION OF SUCH DELEGATION

SIGNATURE

Surveyor's Reference: 1727-71

ePlan

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

Lengths are in Metres

Sheet 1 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's
 Subdivision Certificate No. 12621 dated
 10th October 2011

<u>Full Name and address of Proprietor of land:</u>	LANDCOM Level 2 330 Church Street PARRAMATTA NSW 2150
---	--

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	7101, 7102 7104 7105 7106 7107 7108 7109 7110 7124, 7152, 7153 7136	7104, 7105, 7106, 7107, 7108, 7109, 7110, 7111 7105, 7106, 7107, 7108, 7109, 7110, 7111 7106, 7107, 7108, 7109, 7110, 7111 7107, 7108, 7109, 7110, 7111 7108, 7109, 7110, 7111 7109, 7110, 7111 7110, 7111 7111 7146, 7147, 7148, 7149, 7150 7137, 7138, 7140, 7141, 7142, 7143, 7144, 7145

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer



ePlan

Lengths are in Metres

Sheet 2 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's

Subdivision Certificate No. 12621 dated

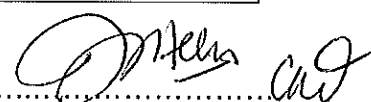
10th October 2011

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	7137	7138, 7140, 7141, 7142, 7143, 7144, 7145
		7138	7140, 7141, 7142, 7143, 7144, 7145
		7140	7141, 7142, 7143, 7144, 7145
		7141	7142, 7143, 7144, 7145
		7142	7143, 7144, 7145
		7143	7144, 7145
		7144	7145
		7147	7146
		7148	7146, 7147,
		7149	7146, 7147, 7148
		7150	7146, 7147, 7148, 7149
		7154	7177, 7178, 7179, 7181, 7182
		7165	7166, 7167, 7169, 7170, 7171, 7172, 7173, 7174, 7175, 7176
		7166	7167, 7169, 7170, 7171, 7172, 7173, 7174, 7175, 7176
		7167	7169, 7170, 7171, 7172, 7173, 7174, 7175, 7176

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer



ePlan

Lengths are in Metres

Sheet 3 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's

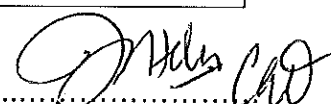
Subdivision Certificate No. 12621 dated
10th October 2011

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	7169 7170 7171 7172 7173 7174 7175 7178 7179 7181 7182	7170, 7171, 7172, 7173, 7174, 7175, 7176 7171, 7172, 7173, 7174, 7175, 7176 7172, 7173, 7174, 7175, 7176 7173, 7174, 7175, 7176 7174, 7175, 7176 7175, 7176 7176 7177 7177, 7178 7177, 7178, 7179 7177, 7178, 7179, 7181
2.	Easement to Drain Water 1 Wide	7101	7104, 7105, 7106, 7107, 7108, 7109, 7110, 7111
3.	Easement for Support 1 Wide	7185 7186, 7187, 7188, 7189, 7190, 7191	7183, 7184, that part 7198 denoted 'F' That part 7198 denoted 'F'
4.	Easement for Padmount Substation 2.75 Wide	7139	Endeavour Energy

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



ePlan

Lengths are in Metres

Sheet 4 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's

Subdivision Certificate No. 12621 dated

10th October 2011

Part 1 (cont)

	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:-
5.	Restriction on Use of Land	7139, 7140	Endeavour Energy
6.	Restriction on Use of Land	7139, 7140	Endeavour Energy
7.	Restriction on Use of Land	7196, 7197, 7198	Blacktown City Council
8.	Restriction on Use of Land	Each lot 7101 to 7195 inclusive	Every other lot 7101 to 7195 inclusive
9.	Restriction on Use of Land	7101, 7102, 7104 to 7123 inclusive, 7145, 7146, 7147, 7166, 7167, 7168, 7191 to 7195 inclusive	Blacktown City Council
10.	Restriction on Use of Land	Each lot 7101 to 7195 inclusive	Blacktown City Council
11.	Restriction on Use of Land	7101	Blacktown City Council
12.	Restriction on Use of Land	7104 to 7110 inclusive, 7127 to 7132 inclusive, 7134 7141 to 7148 inclusive, 7164, 7166, 7167, 7168, 7170 to 7179 inclusive	Blacktown City Council
13.	Restriction on Use of Land	7136, 7165	Blacktown City Council
14.	Restriction on Use of Land	Each lot 7101 to 7195 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer



Lengths are in Metres

Sheet 5 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's
Subdivision Certificate No. 12621 dated
10th October 2011

Part 2

Name of Authority empowered to release vary or modify easements numbered 1 & 2 the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked "Easement for Support 1 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release vary or modify restriction numbered 3 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

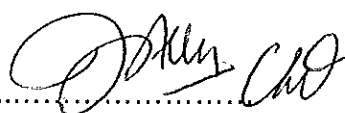
An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office subject, to changing Integral Energy Australia to Endeavour Energy in Clause 5.1

Name of Authority empowered to release vary or modify easement numbered 4 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

1. No building shall be erected or permitted to remain within the restriction site denoted 'D' on the abovementioned plans unless:
the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.
and the Owner provides the Authority Benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 6 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's
Subdivision Certificate No. 12621 dated
10th October 2011

Part 2 (cont)

3. Definitions

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

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

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

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'E' on the abovementioned plan

2. Definitions

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

Name of Authority empowered to release vary or modify restriction numbered 6 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to construction of Road and Drainage Works, the provision of Lot Fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown Council Development Control Plan 2006 and suitability of the lot for any intended use.

Name of Authority empowered to release vary or modify restriction numbered 7 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 7 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's
Subdivision Certificate No. 12621 dated
10th October 2011

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

- (a) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
- (b) No main building shall be erected on each burdened lot unless it has a garage. The garage shall have a minimum floor area of 16 square metres and be constructed of the same materials as the main building.
- (c) No dwelling shall be erected on the lot hereby burdened unless in accordance with the Development controls for Dwelling Houses contained in Part M of Blacktown Development Control Plan 'Second Ponds Creek'.
- (d) No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing element contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- (e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
- (f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

Name of Authority having the right to release, vary, or modify the terms of the restriction numbered 8 in the plan is Landcom for such period as it is the registered proprietor of any land benefited by this restriction. Thereafter, the power shall revert to the beneficiaries of this restriction.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



ePlan

Lengths are in Metres

Sheet 8 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's

Subdivision Certificate No. 12621 dated
10th October 2011

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 9 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

No vehicular access to the lot hereby burdened shall be constructed unless a minimum of 1.5 metres clear from the edge of any 'in pavement' street tree planter box and achieve, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 10 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 11 in the plan.

Direct vehicular access to and/or from the lot hereby burdened is restricted to adjacent to the northern most extent of the eastern lot frontage of Waterfall Boulevard and adjacent to the western most extent of the southern lot frontage of Paddock Street.

Name of Authority empowered to release vary or modify restriction numbered 11 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 9 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's

Subdivision Certificate No. 12621 dated
10th October 2011

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan.

No dwelling house shall be erected on the land burdened unless such a dwelling house has been designed in accordance with the provisions of Blacktown Development Control Plan 2006 – Part M, Section 5.4 "Integrated Housing" with the exception that no zero lot line walls will be permitted.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 12 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.

Direct vehicular access to and/or from the lot hereby burdened is prohibited across that boundary as denoted below and in the abovementioned plan.

Lot Burdened	Boundary Denoted
7136	'L' – 'M' – 'N'
7165	'P' – 'Q' – 'R'

Name of Authority empowered to release vary or modify the terms of the restriction numbered 13 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 14 in the plan.

No building or structure shall be erected on the lot hereby burdened unless 32MPa concrete is used where concrete footings, piers and swimming pools extend beyond 2 (two) metres from the existing ground level of the subject lot unless such concrete is designed and certified by a Chartered Professional Engineer

Name of Authority empowered to release vary or modify the terms of the restriction numbered 14 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 10 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

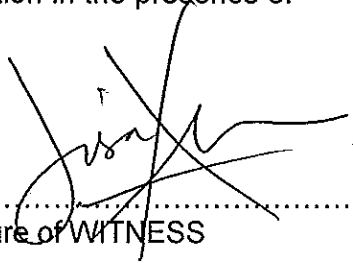
D.P. 1164464 covered by Council's

Subdivision Certificate No. 12621 dated
10th October 2011

SIGNED by me, CARMEN LORRAINE OSBORNE)
as Delegate of **LANDCOM** who hereby declares)
that she has no notice of the revocation of such)
delegation in the presence of)



LANDCOM
by its Delegate


.....
Signature of WITNESS

LISA DANKER
.....
Name of Witness (BLOCK LETTERS)

LANDCOM, 330 CHURCH ST
.....
Address of Witness PARRAMATTA
NSW 2150

10/10/11
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 11 of 11 Sheets

Plan:

DP1156937

Plan of Subdivision of Lot 49

D.P. 1164464 covered by Council's

Subdivision Certificate No. 12621 DATED

10th OCTOBER 2011

Part 2 (cont)

Signed on behalf of

Endeavour Energy Australia

ABN 59 253 130 878 formerly Integral

Energy Australia – Energy Services

Corporations Amendment (Change of Name)

Regulation 2011 (NSW) (published 2

March 2011) by its Attorney pursuant to

Power) of Attorney Book 4573 No. 297

in the presence of: 4613 641

Signature of WITNESS

RAYMOND SIMMONS

Name of Witness (BLOCK LETTERS)

C/- Endeavour Energy

490 Hoxton Park Road

HOXTON PARK NSW 2171

Signature of Attorney

Geoff Riethmuller

Name of Attorney

Network Property Mgr

Position

Date of Execution: 19/08/2011

Reference: URS 11805

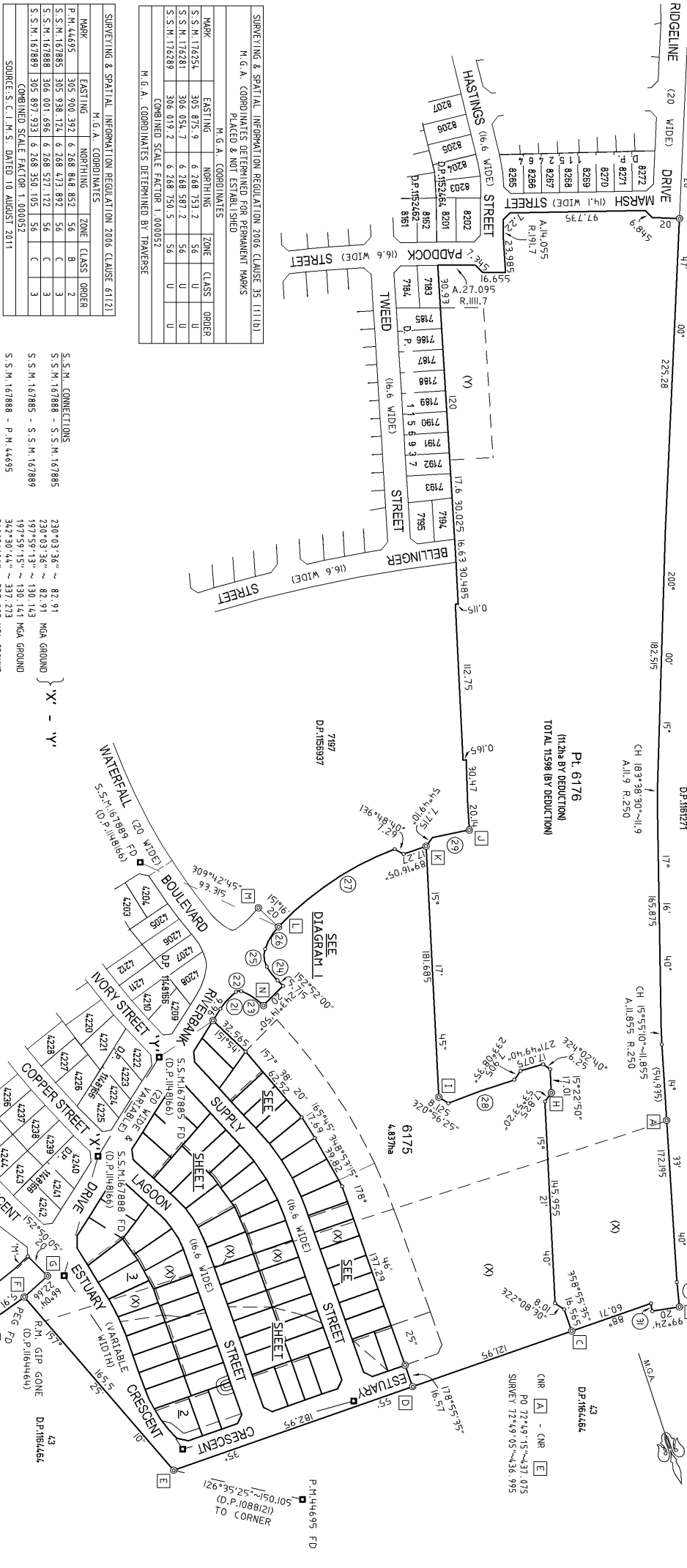
APPROVED BY BLACKTOWN CITY COUNCIL

REGISTERED



19.10.2011

General Manager / Authorised Officer



SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 35 (1)(b)
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS
PLACED & NOT ESTABLISHED

M.G.A. COORDINATES
EASTING NORTHING ZONE CLASS ORDER
MARK 176254 305 875.9 6 268 753.2 56 U
S.S.M. 176281 306 055.7 6 268 587.2 56 U
S.S.M. 176289 306 019.2 6 268 750.5 56 U
COMBINED SCALE FACTOR 1.000052

M.G.A. COORDINATES DETERMINED BY TRAVERSE
EASTING NORTHING ZONE CLASS ORDER
MARK 176254 305 875.9 6 268 753.2 56 U
S.S.M. 176281 306 055.7 6 268 587.2 56 U
S.S.M. 176289 306 019.2 6 268 750.5 56 U
COMBINED SCALE FACTOR 1.000052

SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 61(2)
M.G.A. COORDINATES
EASTING NORTHING ZONE CLASS ORDER
MARK 176254 305 875.9 6 268 753.2 56 U
S.S.M. 176281 306 055.7 6 268 587.2 56 U
S.S.M. 176289 306 019.2 6 268 750.5 56 U
COMBINED SCALE FACTOR 1.000052

S.S.M. CONNECTIONS
230+03.36" ~ 82.91 MGA GROUND } X' - Y'
230+03.36" ~ 82.91 MGA GROUND }
197+59.13" ~ 130.143 MGA GROUND }
342+30.44" ~ 337.273 MGA GROUND }
342+31.20" ~ 337.285 MGA GROUND }

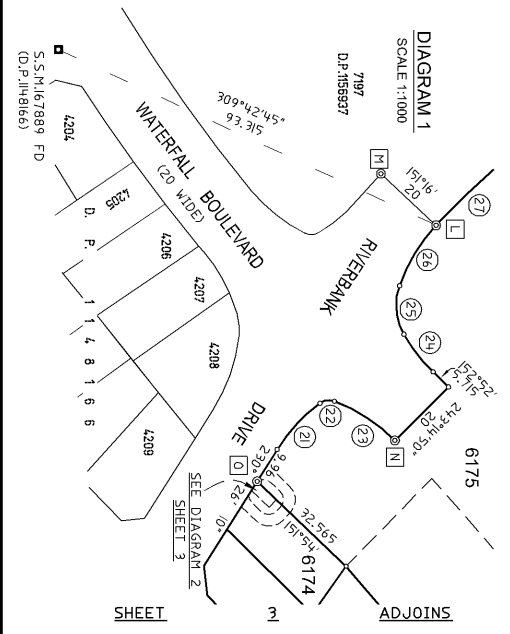
SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	DESCRIPTION
A	284°33'46"	21.59	GIP FD (D.P. 10881711)
B	34°08'15"	5.805	GIP
C	161°28'30"	5.775	GIP
D	280°57'55"	2.345	GIP
E	191°39'55"	6.035	GIP
F	31°18'50"	34.555	DRHW FD (D.P. 1164464)
G	35°09'50"	12.815	DRHW
H	125°42'30"	16.94	GIP
I	183°11'	4.025	GIP
J	97°36'	12.02	GIP FD (D.P. 1156937)
K	22°49'05"	26.775	GIP
L	300°12'40"	5.045	DRHW FD (D.P. 1156937)
M	314°17'25"	16.195	DRHW FD (D.P. 1156937)
N	184°37'30"	5.405 & 20.95	DRHW S FD (D.P. 1158166)
O	35°15'25"	4.94 & 8.1705	DRHW S FD (D.P. 1158166)
P	35°15'25"	5.28	DRHW FD (D.P. 1158166)
TT	38°09'	4.23	GIP FD (D.P. 1153462)

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
21	241°00'14"	16.685	16.78	45.5
22	280°17'45"	3.865	4.01	45.5
23	321°08'05"	19.095	19.24	45.5
24	160°25'30"	12.57	12.61	45.5
25	192°55'50"	12.89	13.29	15.5
26	229°22'55"	18.74	18.875	45.5
27	254°26'20"	100.865	101.86	221.54
28	268°39'15"	50.645	50.655	701.6
29	86°24'	27.225	27.225	515
30	11°58'50"	18.01	18.015	200
31	190°08'30"	5.7	5.7	220

(X) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
(Y) BENEFITED BY EASEMENT FOR SUPPORT 1 WIDE - DP1156937
(W) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE VIDE D.P. 1148166



Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 19 AUGUST 2011
Surveyor's Ref: 172761

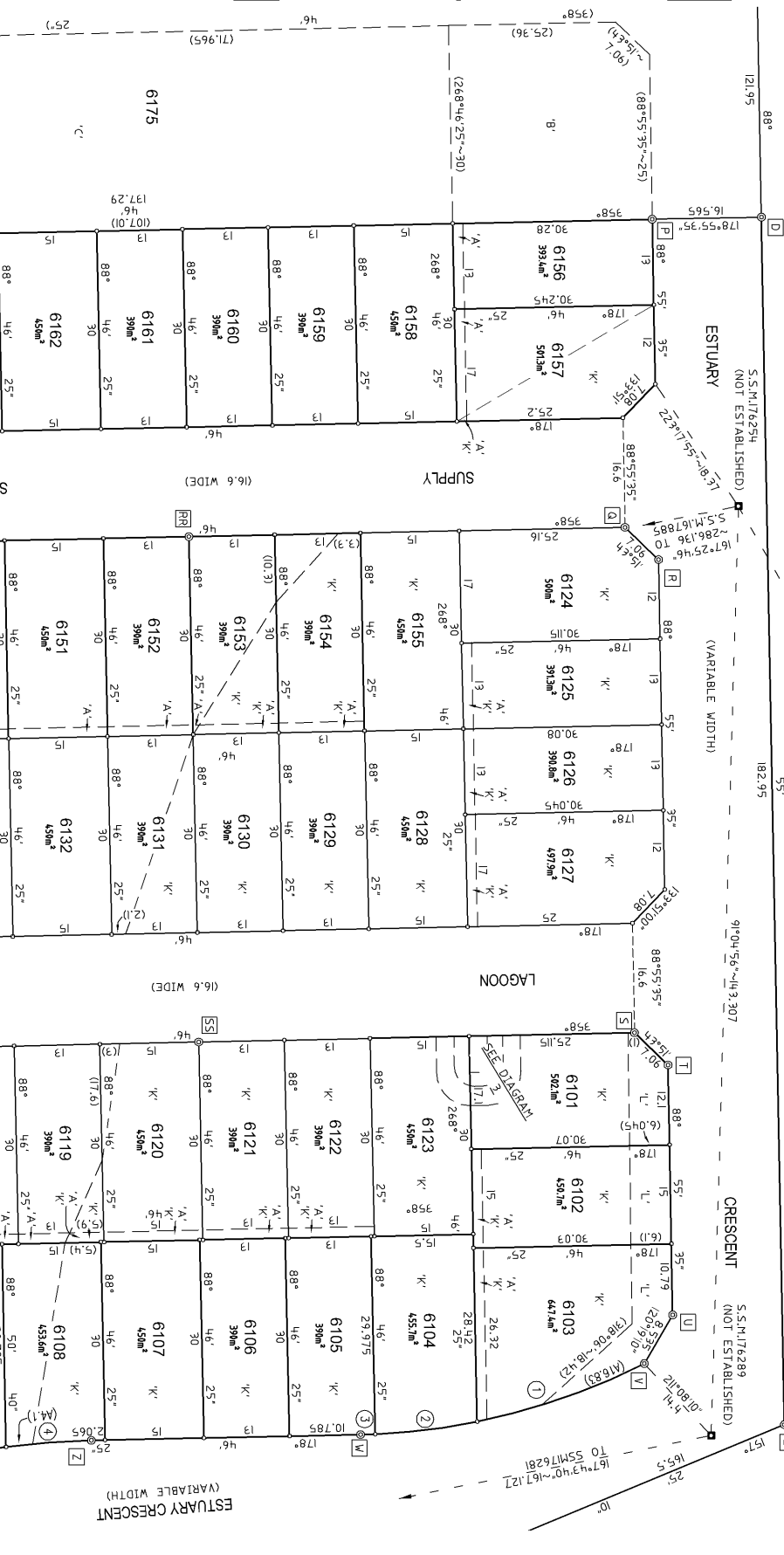
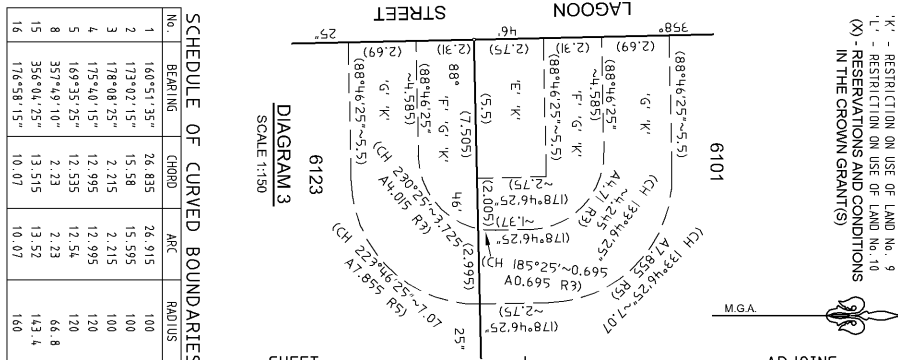
PLAN OF
SUBDIVISION OF LOT 7198 D.P. 1156937

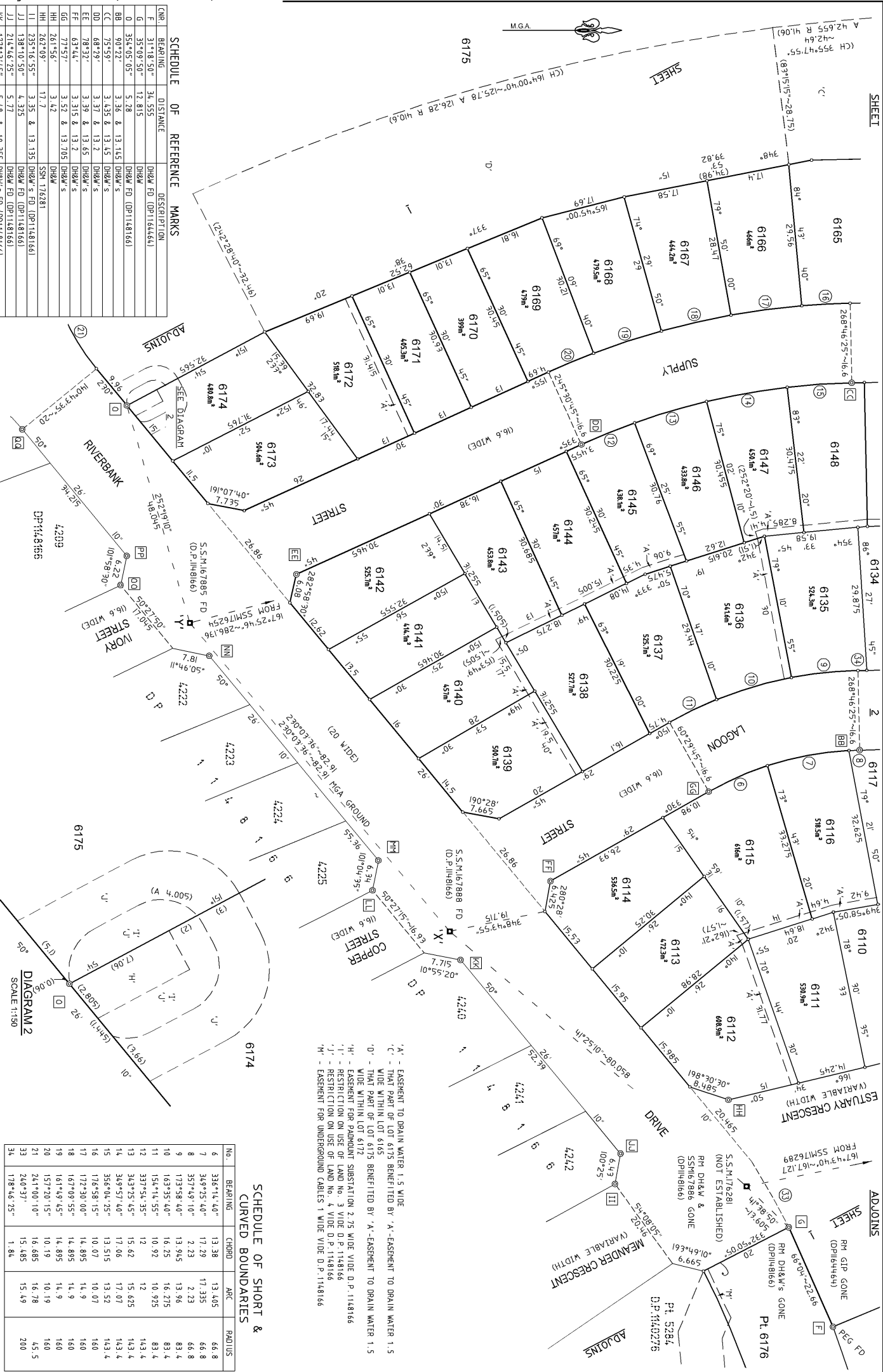
LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No: 12637
Lengths are in metres. Rounding Rules: 1: 2000

Registered
9.11.2011

DP1162394

- 'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - THAT PART OF LOT 6175 BENEFITED BY 'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
WITHIN LOTS 6156 AND 6157
'C' - THAT PART OF LOT 6175 BENEFITED BY 'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
WITHIN LOT 6155
'E' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
'F' - RESTRICTION ON USE OF LAND No. 3
'G' - RESTRICTION ON USE OF LAND No. 4
'K' - RESTRICTION ON USE OF LAND No. 9
'L' - RESTRICTION ON USE OF LAND No. 10
(X) - RESERVATIONS AND CONDITIONS
IN THE CROWN GRANT(S)





SCHEDULE OF REFERENCE MARKS		
MARK	BEARING	DISTANCE
1	317°18'50"	34.555
2	357°09'50"	12.815
3	354°05'05"	5.28
4	90°22'	3.36
5	75°52'	3.435
6	68°29'	3.37
7	78°32'	3.39
8	63°44'	3.315
9	77°57'	3.52
10	261°56'	3.42
11	262°09'	17.7
12	235°16'55"	3.35
13	138°10'50"	4.325
14	214°46'25"	5.77
15	177°13'45"	5.48
16	222°14'15"	3.45
17	223°15'55"	6
18	172°23'40"	5.075
19	221°32'20"	3.3
20	224°35'15"	5.815
21	135°33'50"	4.345

SCHEDULE OF SHORT & CURVED BOUNDARIES		
No.	BEARING	CHORD
1	336°14'40"	13.38
2	336°25'40"	17.29
3	357°49'10"	2.23
4	173°58'40"	13.945
5	163°35'40"	16.25
6	154°14'55"	10.92
7	337°54'35"	12
8	343°23'45"	15.62
9	349°57'40"	17.06
10	356°04'25"	13.515
11	176°58'15"	10.07
12	172°30'00"	14.895
13	167°09'55"	14.895
14	161°49'45"	14.895
15	157°20'15"	10.19
16	241°00'10"	16.685
17	240°37'	15.49
18	178°46'25"	1.84

SCHEDULE OF SHORT & CURVED BOUNDARIES		
No.	BEARING	CHORD
1	336°14'40"	13.38
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15	157°20'15"	10.19
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SCHEDULE OF SHORT & CURVED BOUNDARIES		
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7	337°54'35"	12
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9	349°57'40"	17.06
10	356°04'25"	13.515
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12	172°30'00"	14.895
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15	157°20'15"	10.19
16	241°00'10"	16.685
17	240°37'	15.49
18	178°46'25"	1.84

PLAN OF SUBDIVISION OF LOT 7198 D.P. 1156937

Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 19 AUGUST 2011
Surveyor's Ref: 172761

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12637
Lengths are in metres. Rounding Rules: 1: 500

Registered
9.11.2011

DP1162394

PLAN OF SUBDIVISION OF LOT 7198 D.P. 1156937

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PLAN OF SUBDIVISION OF LOT 7198 D.P. 1156937

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LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12637
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Registered
9.11.2011

DP1162394

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING

INSTRUMENT IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
3. RESTRICTION ON USE OF LAND
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. RESTRICTION ON USE OF LAND
12. RESTRICTION ON USE OF LAND

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC

ROAD:-

1. SUPPLY STREET 16.6 WIDE
2. LAGOON STREET 16.6 WIDE
3. ESTUARY CRESCENT VARIABLE WIDTH

If space is insufficient for signature, seals and statements use
PLAN FORM 6A

Crown Lands NSW / Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown
herein have been given.

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the Provisions of s.109J of the Environmental Planning and
Assessment Act 1979 have been satisfied in relation to:

the proposed Subdivision set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Blacktown City Council

Date of Endorsement: 4 November 2011

Accreditation no: N/A

Subdivision Certificate no: 12637

File no: DA-10-1691

*Delete whichever is inapplicable.

Office Use Only

DP1162394

Office Use Only

Registered:  9.11.2011

Title System: **TORRENS**

Purpose: **SUBDIVISION**

PLAN OF
SUBDIVISION OF LOT 7198 D.P.1156937

LGA: **BLACKTOWN**

Locality: **THE PONDS**

Parish: **GIDLEY**

County: **CUMBERLAND**

Survey Certificate

I, ANDREW RICHARD THOMAS
of CRAIG & RHODES PTY LTD

a surveyor registered under the Surveying & Spatial Information Act,
2002, certify that the survey represented in this plan is accurate, has
been made in accordance with the Surveying & Spatial Information
Regulation, 2006 & was completed on: 19 August 2011

The survey relates to LOTS 6101 TO 6175 INCLUSIVE
LOT 6176 PARTLY COMPILED
(specify the land actually surveyed or specify any land shown in the plan
that is not the subject of the survey)

Signature: Andrew R. Thomas Dated: 20/8/11
Surveyor registered under the Surveying & Spatial
Information Act, 2002

Datum Line: 'X' - 'Y'

Type: Urban / Rural

Plans used in preparation of survey / compilation.

D.P. 1156937

D.P. 1164464

D.P. 1148166

DP 1152464

Surveyor's Reference: **1727-61**

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF
SUBDIVISION OF LOT 7198 D.P.1156937

Office Use Only

DP1162394

Office Use Only

Registered:



9.11.2011

Subdivision Certificate No.: 12637

Date of Endorsement: 4 November 2011

SIGNED BY CARMEN LORRAINE OSBORNE AS A DELEGATE OF
LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF
REVOCATION OF SUCH DELEGATION

CL Osborne

SIGNATURE

Surveyor's Reference: 1727-61

ePlan

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

Lengths are in Metres

Sheet 1 of 10 Sheets

Plan:

Plan of Subdivision of Lot 7198

D.P. 1156937 covered by Council's

Subdivision Certificate No. 12637

DP1162394

Full Name and address of Proprietor of land:	LANDCOM Level 2 330 Church Street PARRAMATTA NSW 2150
--	--

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	6102 6103 6112 6113 6115 6116 6117 6118 6119 6120 6121 6122 6125 6126 6127	6101 6101, 6102 6113, 6115, 6116, 6117, 6118, 6119, 6120, 6121, 6122, 6123 6115, 6116, 6117, 6118, 6119, 6120, 6121, 6122, 6123 6116, 6117, 6118, 6119, 6120, 6121, 6122, 6123 6117, 6118, 6119, 6120, 6121, 6122, 6123 6118, 6119, 6120, 6121, 6122, 6123 6119, 6120, 6121, 6122, 6123 6120, 6121, 6122, 6123 6121, 6122, 6123 6122, 6123 6123 6124 6124, 6125 6124, 6125, 6126

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General Manager / Authorised Officer



Lengths are in Metres

Sheet 2 of 10 Sheets

Plan:

DP1162394

Plan of Subdivision of Lot 7198

D.P. 1156937 covered by Council's

Subdivision Certificate No. 12637

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	6136 6139 6140 6143 6144 6145 6147 6148 6149 6150 6151 6152 6153 6154 6156 6157 6165 6172	6147, 6148, 6149, 6150, 6151, 6152, 6153, 6154, 6155 6140, 6143, 6144, 6145, 6146 6143, 6144, 6145, 6146 6144, 6145, 6146 6145, 6146 6146 6148, 6149, 6150, 6151, 6152, 6153, 6154, 6155 6149, 6150, 6151, 6152, 6153, 6154, 6155 6150, 6151, 6152, 6153, 6154, 6155 6151, 6152, 6153, 6154, 6155 6152, 6153, 6154, 6155 6153, 6154, 6155 6154, 6155 6155 That part 6175 denoted 'B' 6156, That part 6175 denoted 'B' That part 6175 denoted 'C' That part 6175 denoted 'D'
2.	Easement for Padmount Substation 2.75 Wide	6101	Endeavour Energy
3.	Restriction on Use of Land	6101, 6123	Endeavour Energy

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 General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 3 of 10 Sheets

Plan:

DP1162394

Plan of Subdivision of Lot 7198

D.P. 1156937 covered by Council's

Subdivision Certificate No. 12637

Part 1 (cont)

	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:-
4.	Restriction on Use of Land	6101, 6123	Endeavour Energy
5.	Restriction on Use of Land	6175, 6176	Blacktown City Council
6.	Restriction on Use of Land	Each lot 6101 to 6174 inclusive	Every other lot 6101 to 6174 inclusive
7.	Restriction on Use of Land	6102 to 6123 inclusive, 6130 to 6154 inclusive, 6156 to 6174 inclusive	Blacktown City Council
8.	Restriction on Use of Land	Each lot 6101 to 6174 inclusive	Blacktown City Council
9.	Restriction on Use of Land	6101, 6102, 6103, 6104, 6105, 6106, 6107, 6108, 6119, 6120, 6121, 6122, 6123, 6124, 6125, 6126, 6127, 6128, 6129, 6130, 6131, 6153, 6154, 6155, 6157	Blacktown City Council

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 General Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 10 Sheets

Plan:

DP1162394

Plan of Subdivision of Lot 7198

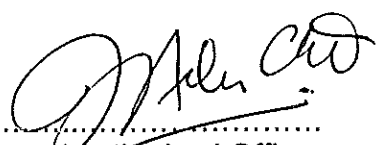
D.P. 1156937 covered by Council's

Subdivision Certificate No. 12637

Part 1 (cont)

	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:-
10.	Restriction on Use of Land	6101, 6102, 6103	Blacktown City Council
11.	Restriction of Use of Land	6105, 6106, 6118, 6119, 6121, 6122, 6125, 6126, 6127, 6129, 6130, 6131, 6133, 6141, 6145, 6146, 6148, 6150, 6152, 6153, 6154, 6156, 6159, 6160, 6161, 6163, 6164, 6170, 6171	Blacktown City Council
12.	Restriction on Use of Land	Each Lot 6101 to 6174 inclusive	Blacktown City Council

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Lengths are in Metres

Sheet 5 of 10 Sheets

Plan:

DP1162394

Plan of Subdivision of Lot 7198

D.P. 1156937 covered by Council's

Subdivision Certificate No. 12637

Part 2

Name of Authority empowered to release vary or modify easement numbered 1 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Name of Authority empowered to release vary or modify easement numbered 2 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

1. No building shall be erected or permitted to remain within the restriction site denoted 'F' on the abovementioned plans unless:

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

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

and the Owner provides the Authority Benefited with an engineer's certificate to this effect.

2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3. Definitions

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

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

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

Name of Authority empowered to release vary or modify restriction numbered 3 in the plan is Endeavour Energy.

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ePlan

Lengths are in Metres

Sheet 6 of 10 Sheets

Plan:

DP1162394

Plan of Subdivision of Lot 7198

D.P. 1156937 covered by Council's

Subdivision Certificate No. 12637

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'G' on the abovementioned plan

2. Definitions

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to construction of Road and Drainage Works, the provision of Lot Fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown Council Development Control Plan 2006 and suitability of the lot for any intended use.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

- No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
- No main building shall be erected on each burdened lot unless it has a garage. The garage shall have a minimum floor area of 16 square metres and be constructed of the same materials as the main building.
- No dwelling shall be erected on the lot hereby burdened unless in accordance with the Development controls for Dwelling Houses contained in Part M of Blacktown Development Control Plan 'Second Ponds Creek'.

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Lengths are in Metres

Sheet 7 of 10 Sheets

Plan:

DP1162394

Plan of Subdivision of Lot 7198

D.P. 1156937 covered by Council's

Subdivision Certificate No.12637

Part 2 (cont)

- No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing element contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.

- No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

Name of Authority having the right to release, vary, or modify the terms of the restriction numbered 6 in the plan is Landcom for such period as it is the registered proprietor of any land benefited by this restriction. Thereafter, the power shall revert to the beneficiaries of this restriction.

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

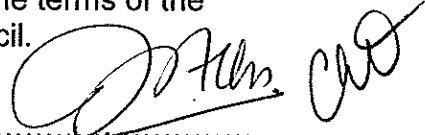
Name of Authority empowered to release vary or modify the terms of the restriction numbered 7 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

No vehicular access to the lot hereby burdened shall be constructed unless a minimum of 1.5 metres clear from the edge of any 'in pavement' street tree planter box and achieve, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 8 in the plan is Blacktown City Council.

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.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 8 of 10 Sheets

Plan:

Plan of Subdivision of Lot 7198

DP1162394

D.P. 1156937 covered by Council's

Subdivision Certificate No. 12637

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

No dwelling shall be erected on that part of the lot denoted 'K' in the abovementioned plan unless such dwelling is constructed in accordance with the construction standards required by Bushfire Attack Level (BAL) 12.5 as set out in the following documents;

- Addendum: Appendix 3 of Planning for Bushfire Protection 2006
- AS 3958-2009
- Report by Advanced Bushfire Performance Solutions – Assessment of AS3959-2009 Construction Standards – The Ponds NSW dated October 2010.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 9 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

No dwelling shall be erected on that part of the lot denoted 'L' in the abovementioned plan unless such dwelling is constructed in accordance with the construction standards required by Bushfire Attack Level (BAL) 19 as set out in the following documents;

- Addendum: Appendix 3 of Planning for Bushfire Protection 2006
- AS 3958-2009
- Report by Advanced Bushfire Performance Solutions – Assessment of AS3959-2009 Construction Standards – The Ponds NSW dated October 2010.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 10 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 11 in the plan.

No dwelling house shall be erected on the land burdened unless such a dwelling house has been designed in accordance with the provisions of Blacktown Development Control Plan 2006 – Part M, Section 5.4 "Integrated Housing" with the exception that no zero lot line walls will be permitted.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 11 in the plan is Blacktown City Council.

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.....
General Manager / Authorised Officer



ePlan

Lengths are in Metres

Sheet 9 of 10 Sheets

Plan:

DP1162394

Plan of Subdivision of Lot 7198

D.P. 1156937 covered by Council's

Subdivision Certificate No.12637

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan.

No building or structure shall be erected on the lot hereby burdened unless 32MPa concrete is used where concrete footings, piers and swimming pools extend beyond 2 (two) metres from the existing ground level of the subject lot unless such concrete is designed and certified by a Chartered Professional Engineer

Name of Authority empowered to release vary or modify the terms of the restriction numbered 12 in the plan is Blacktown City Council.

SIGNED by me, CARMEN LORRAINE OSBORNE)
as Delegate of **LANDCOM** who hereby declares)
that she has no notice of the revocation of such)
delegation in the presence of)



LANDCOM
by its Delegate


.....
Signature of WITNESS

JAVIER ROBLED0
.....
Name of Witness (BLOCK LETTERS)

c/- LANDCOM, P.O.Box 237 PARRAMATTA NSW 2124
.....
Address of Witness

04/11/2011
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

10 10
Sheet 11 of 11 Sheets

Plan:

DP1162394

Plan of Subdivision of Lot 7198
D.P. 1156937 covered by Council's
Subdivision Certificate No. 12637

Part 2 (cont)

Signed on behalf of
Endeavour Energy Australia
ABN 59 253 130 878 formerly Integral
Energy Australia – Energy Services
Corporations Amendment (Change of Name)
Regulation 2011 (NSW) (published 2
March 2011) by its Attorney pursuant to
Power) of Attorney Book 4573 No. 297
in the presence of: 4613 641

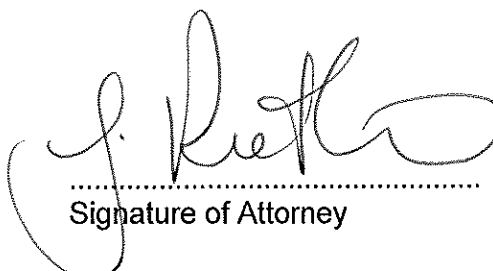

Raymond Simmonds

Signature of WITNESS

RAYMOND SIMMONDS

Name of Witness (BLOCK LETTERS)

C/- Endeavour Energy
490 Hoxton Park Road
HOXTON PARK NSW 2171


.....

Signature of Attorney

Geoff Riethmuller

Name of Attorney

Network Property Mgr

Position

Date of Execution: 27/09/2011

Reference: URS 12202

APPROVED BY BLACKTOWN CITY COUNCIL

REGISTERED



9.11.2011

.....
General Manager / Authorised Officer

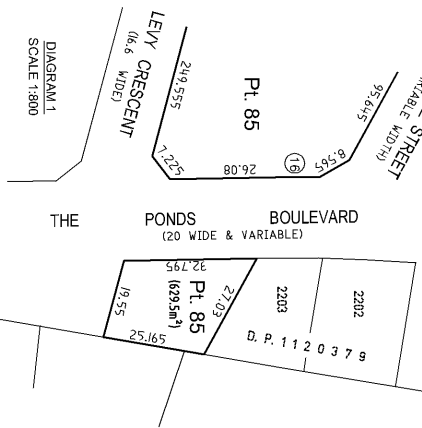
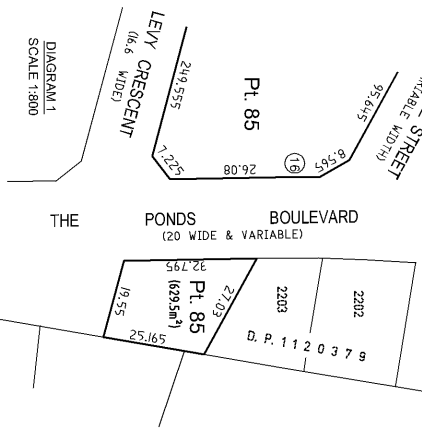
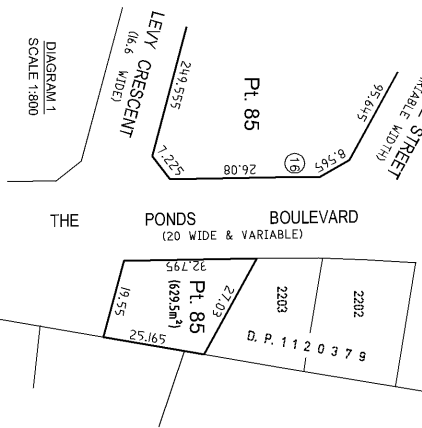
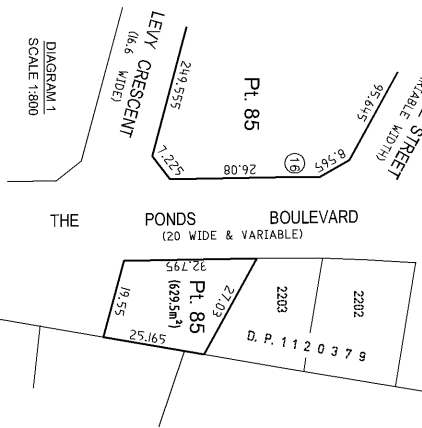
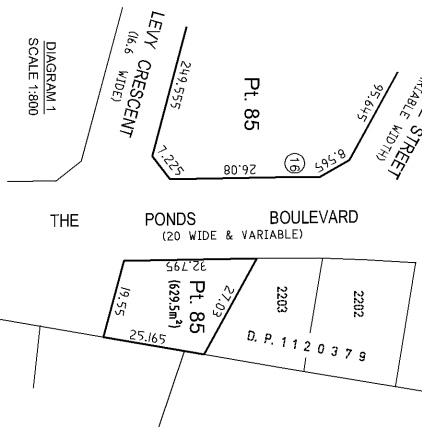
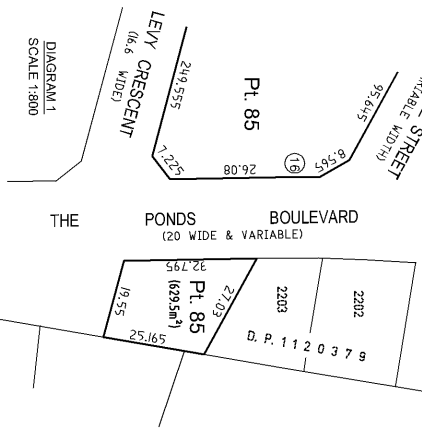
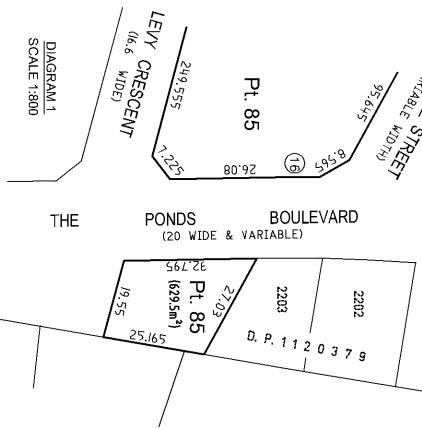
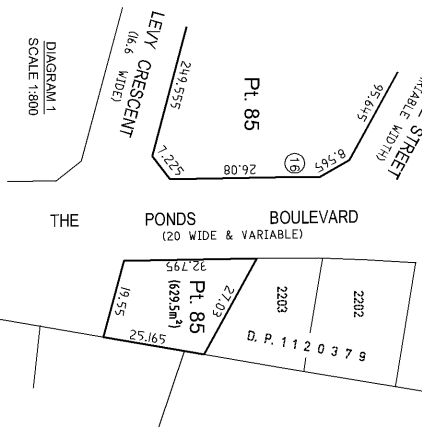
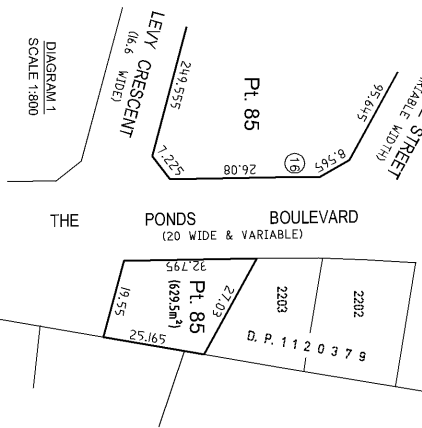
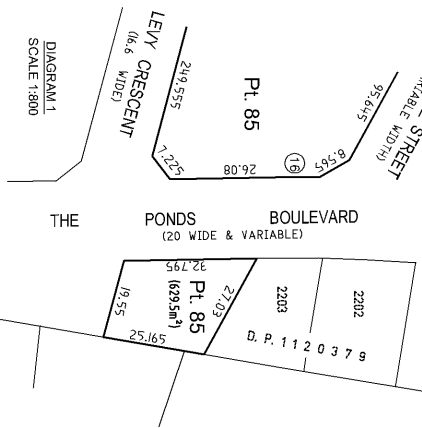
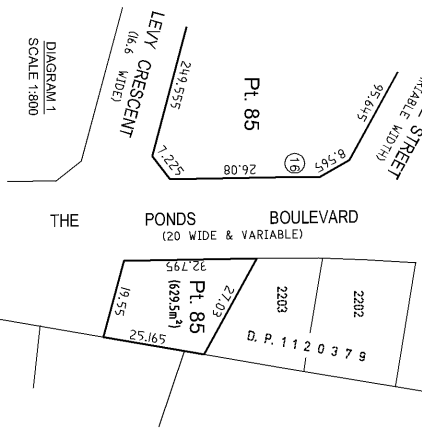
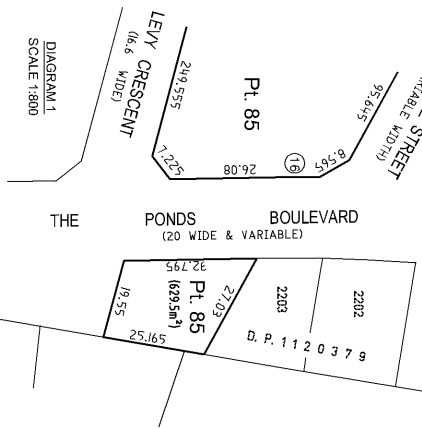
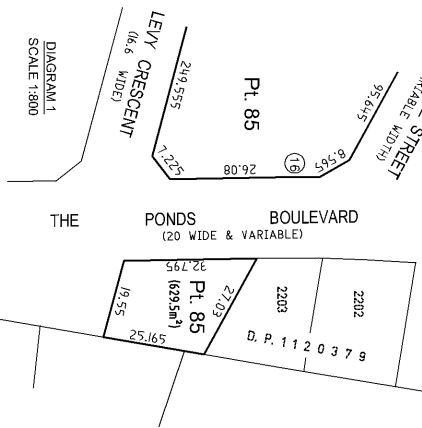
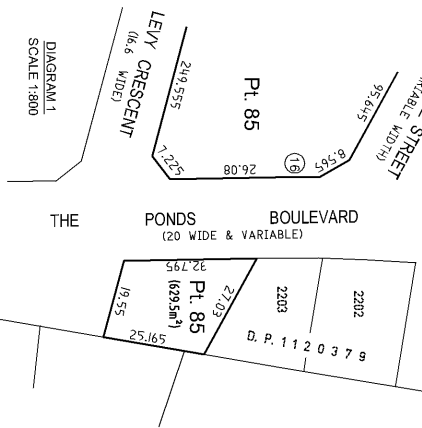
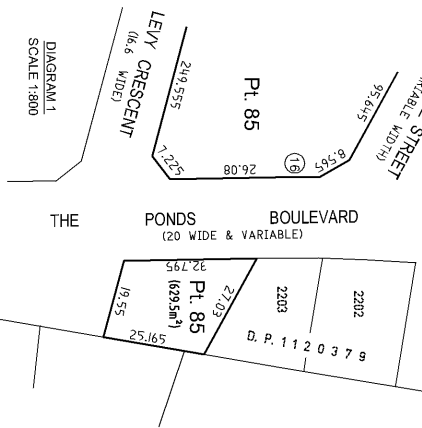
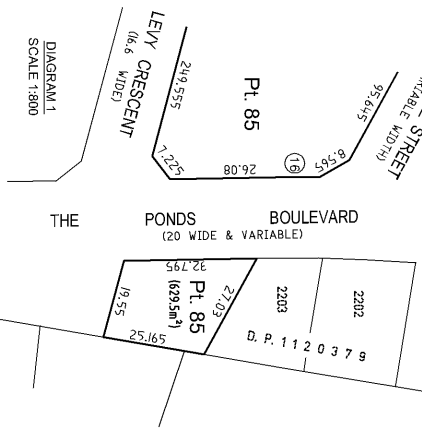
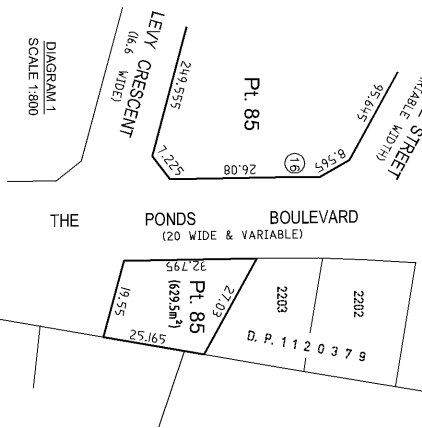
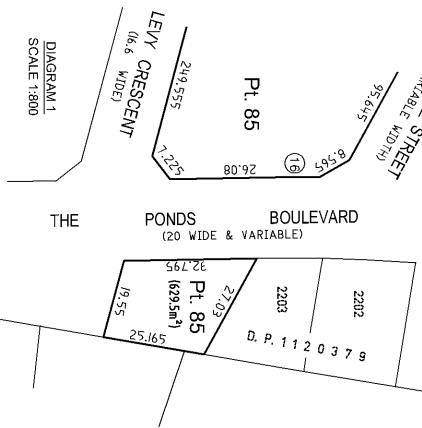
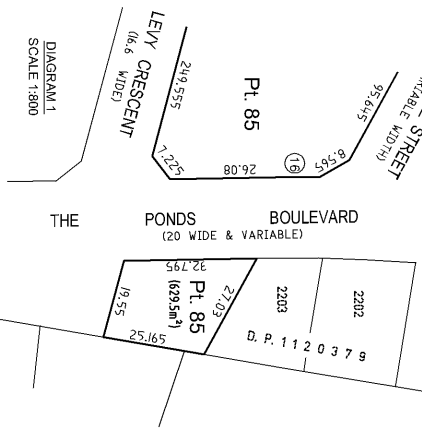
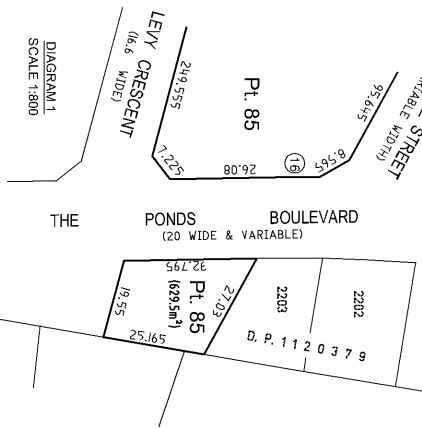
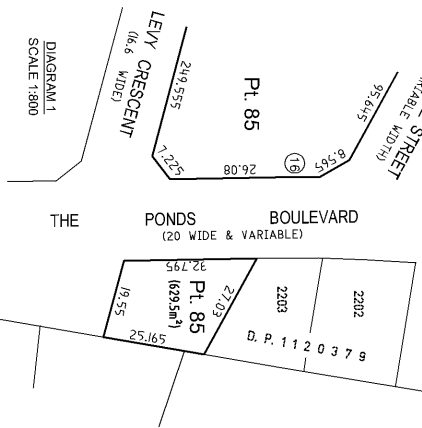
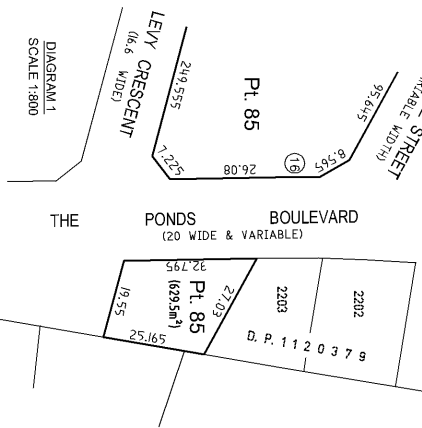
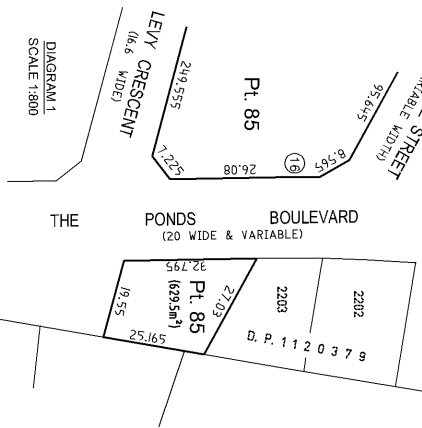
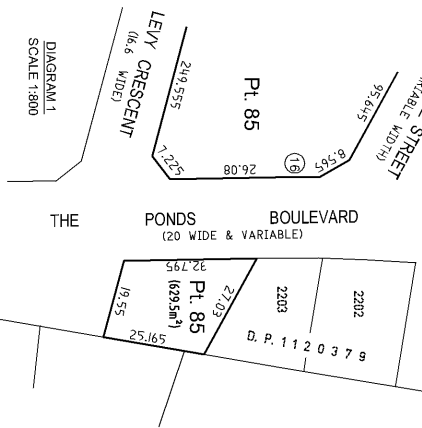
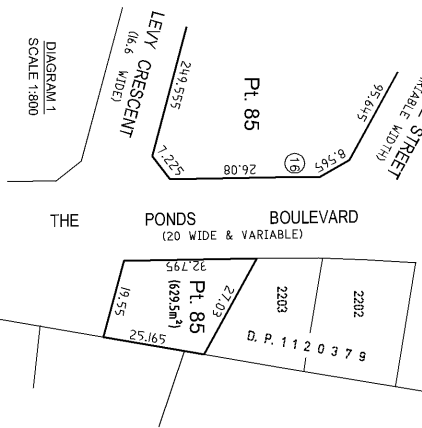
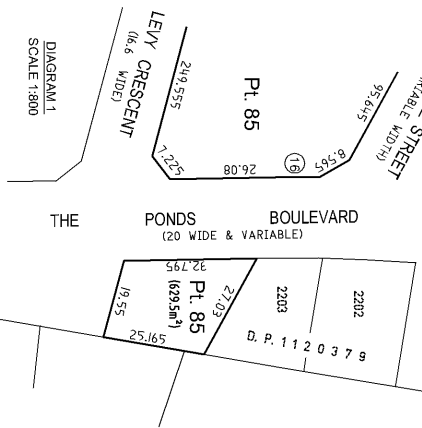
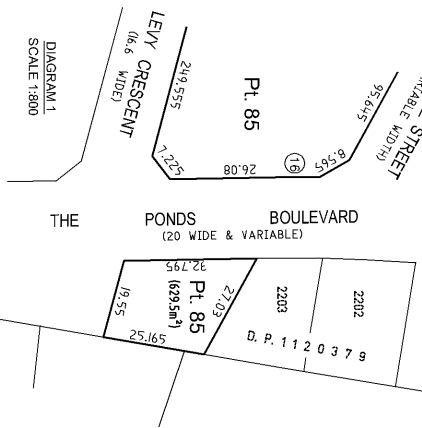
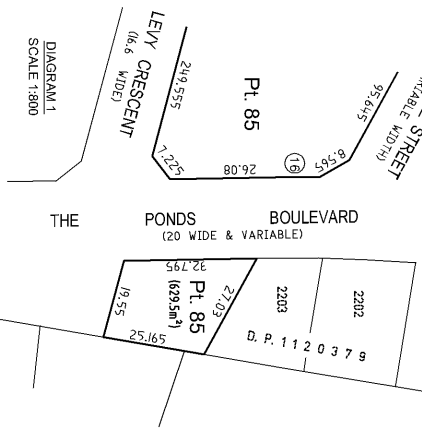
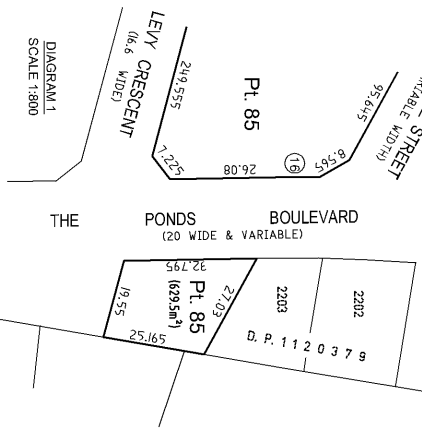
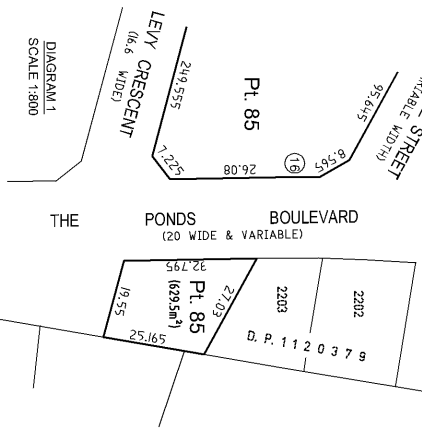
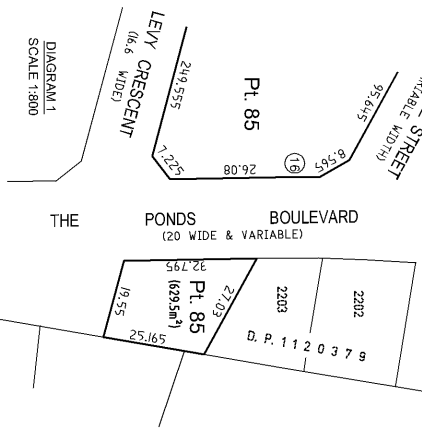
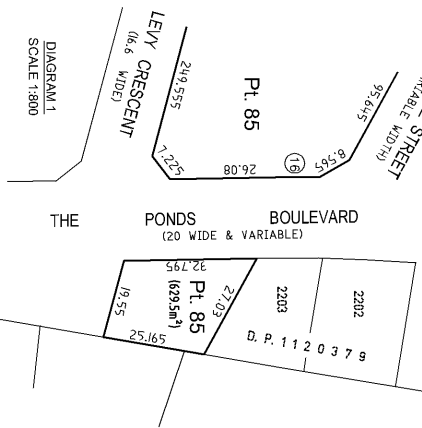
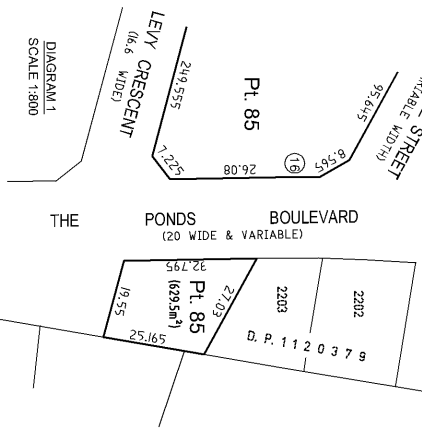
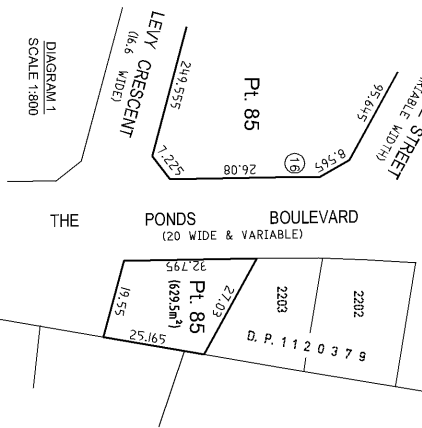
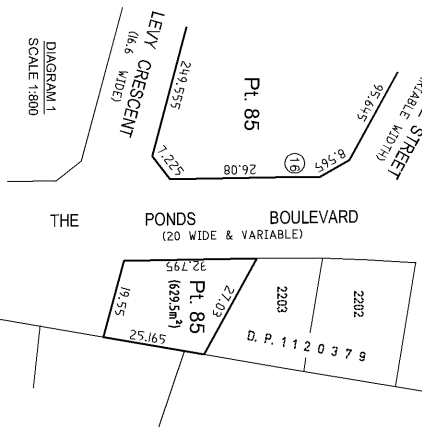
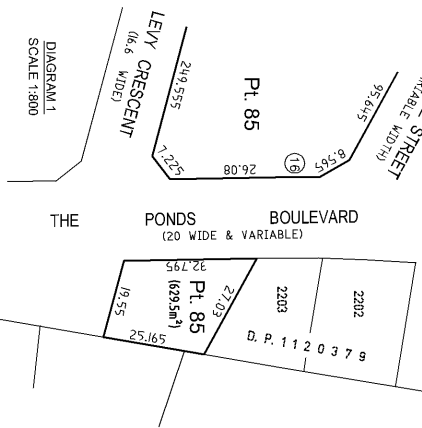
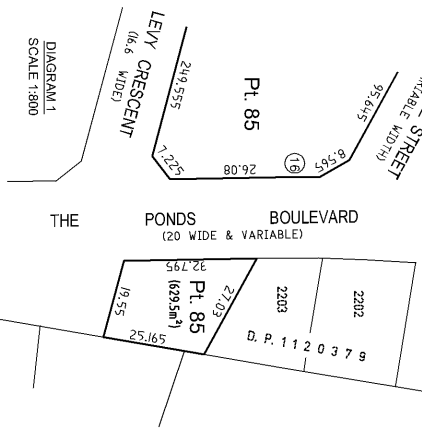
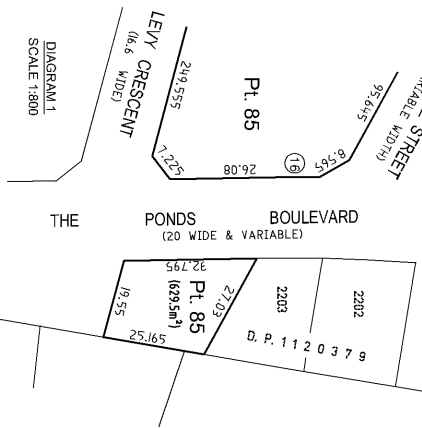
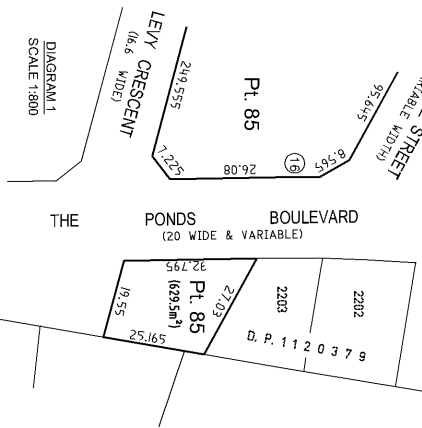
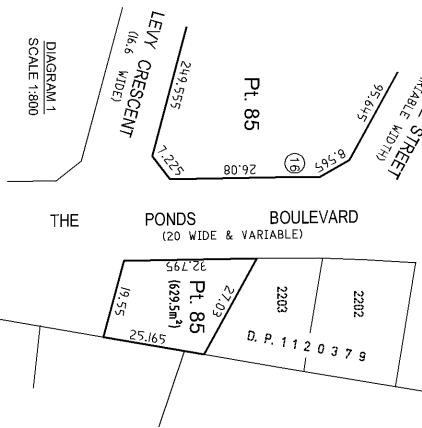
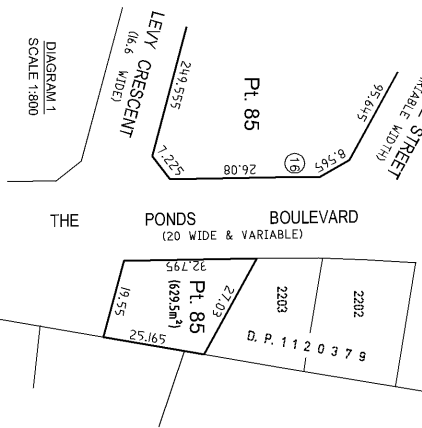
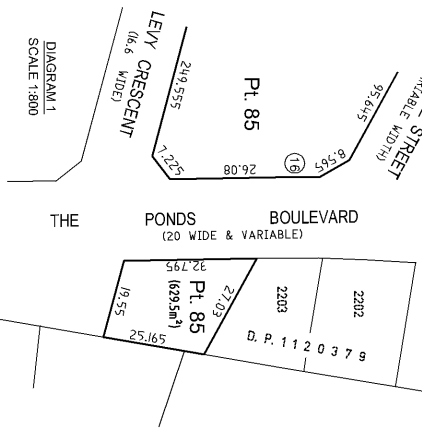
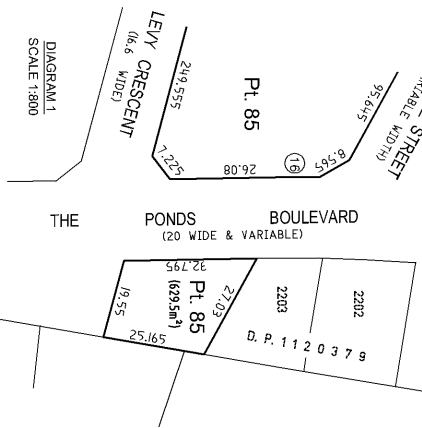
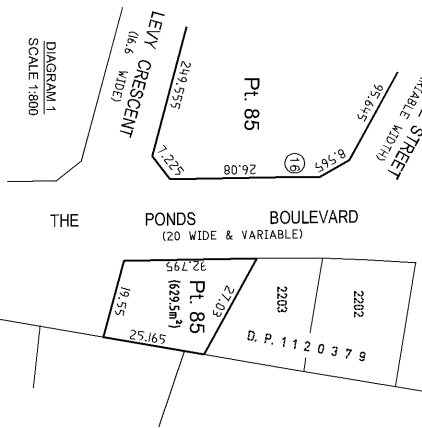
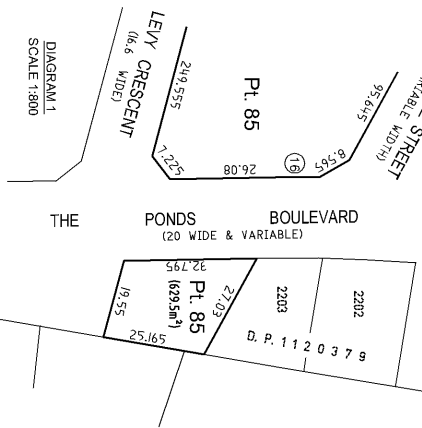
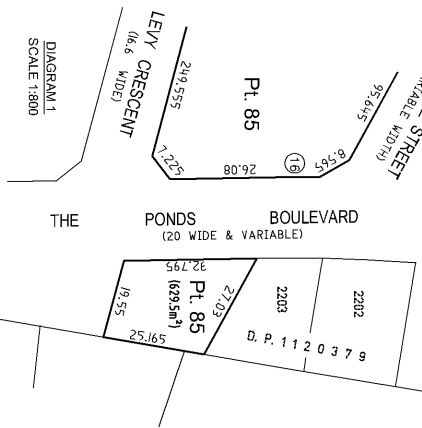
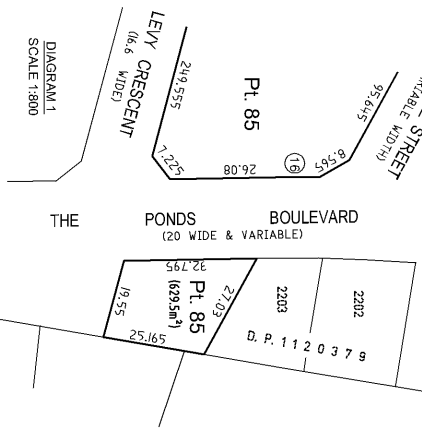
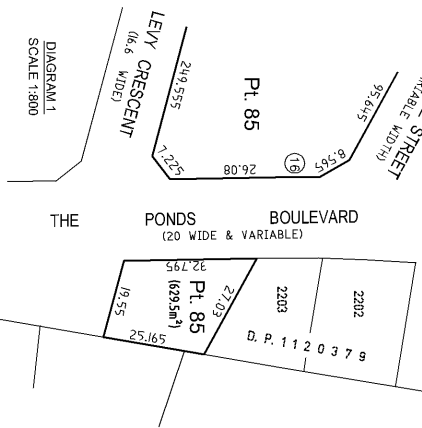
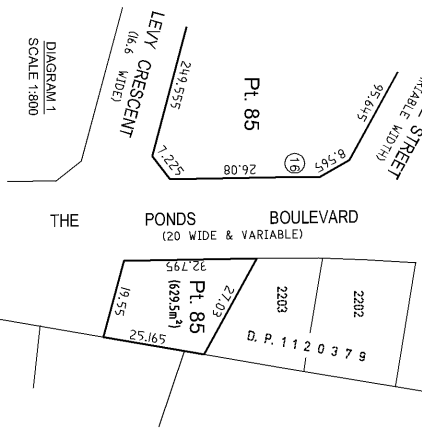
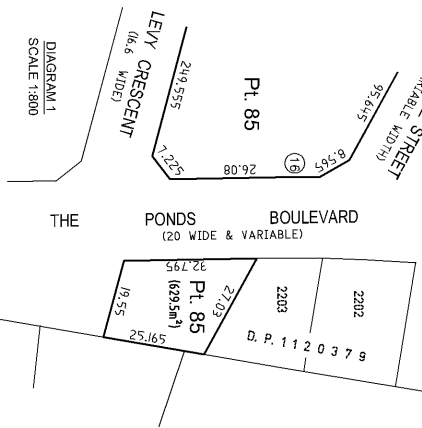
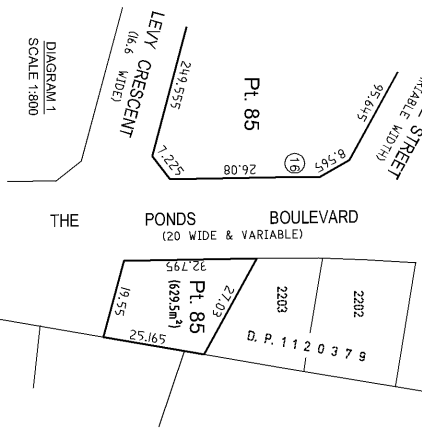
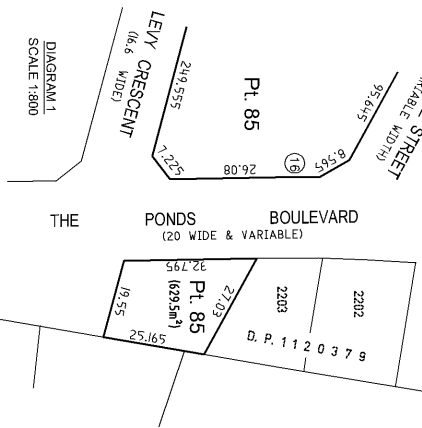
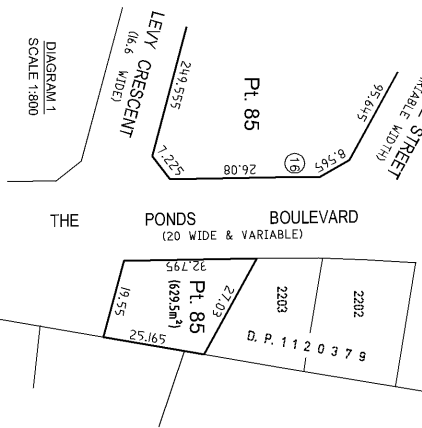
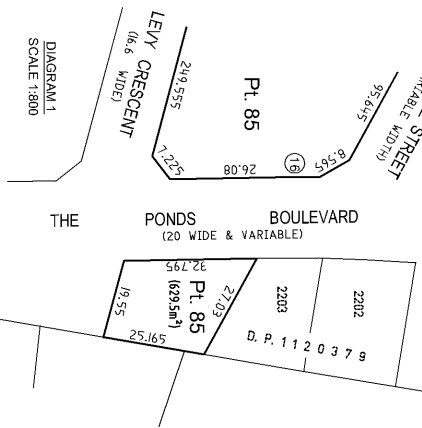
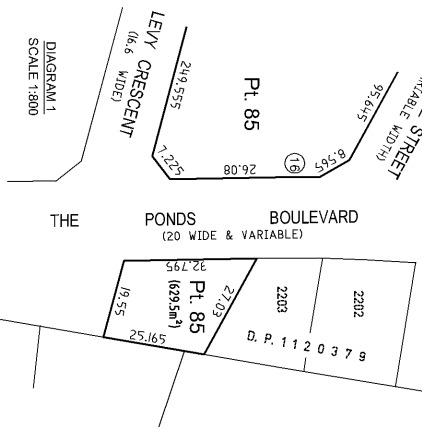
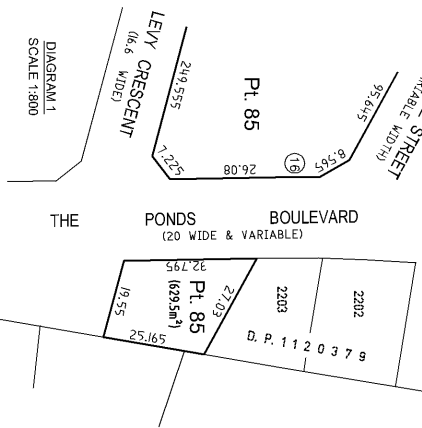
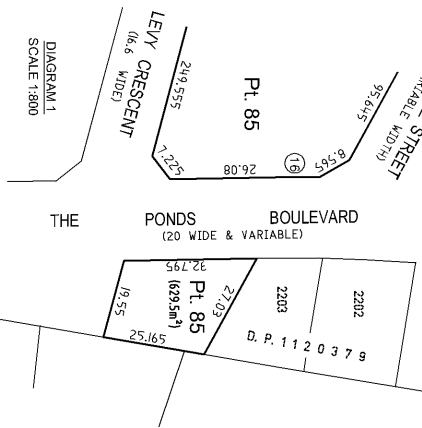
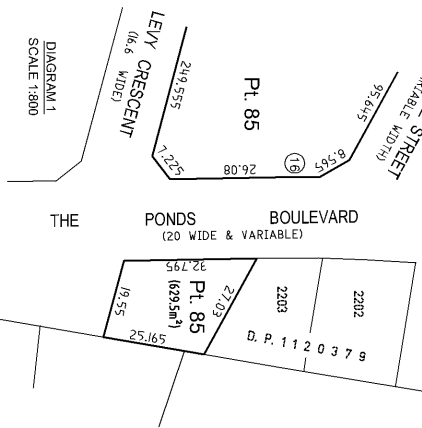
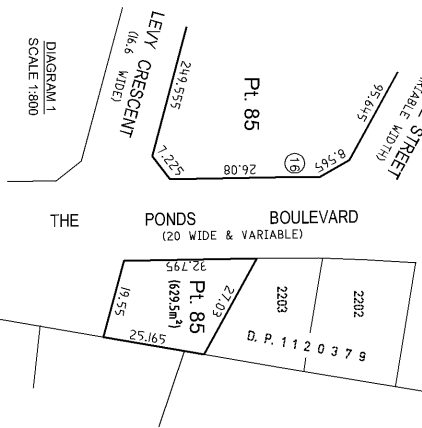
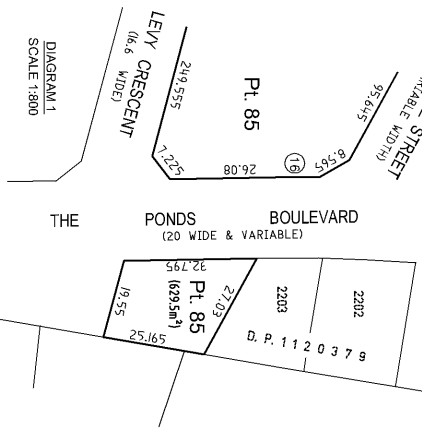
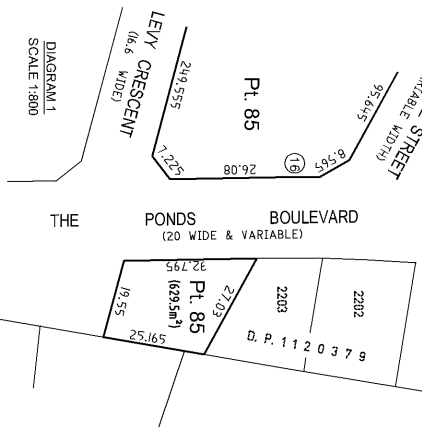
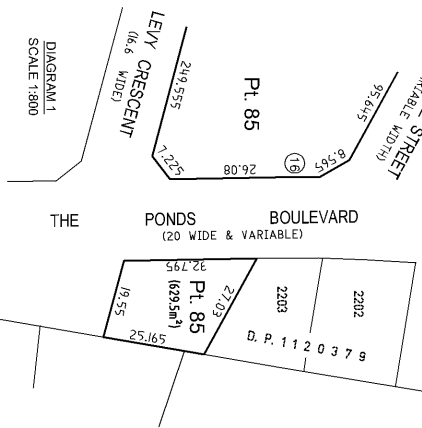
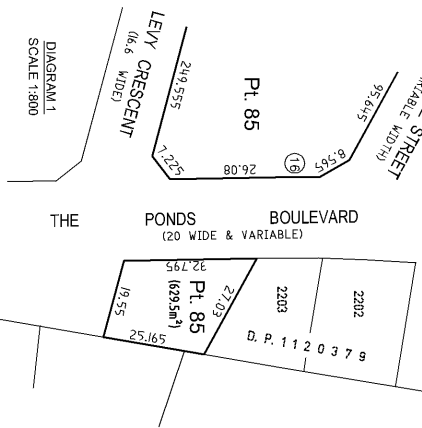
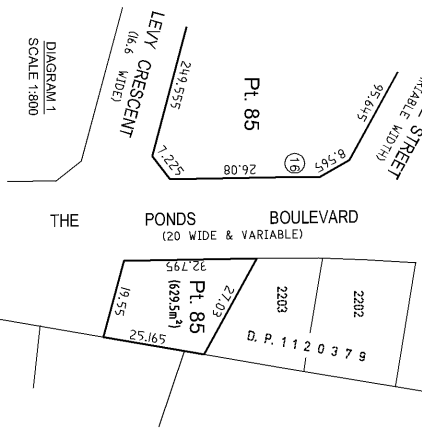
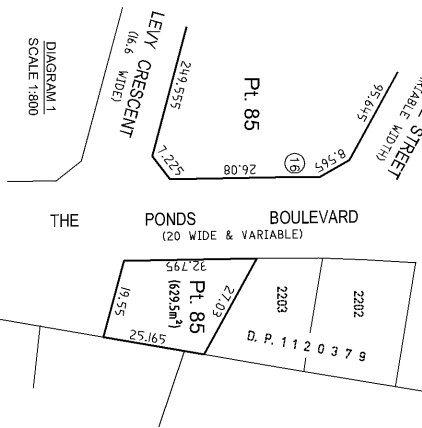
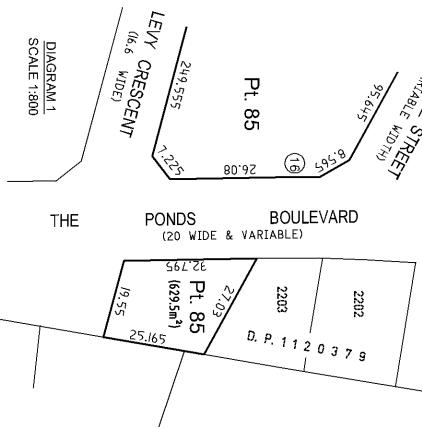
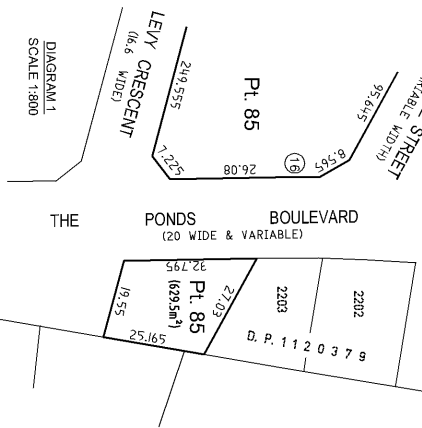
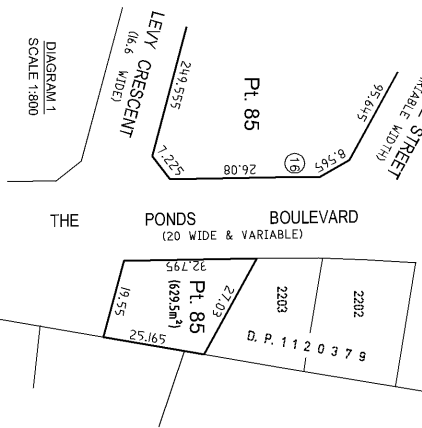
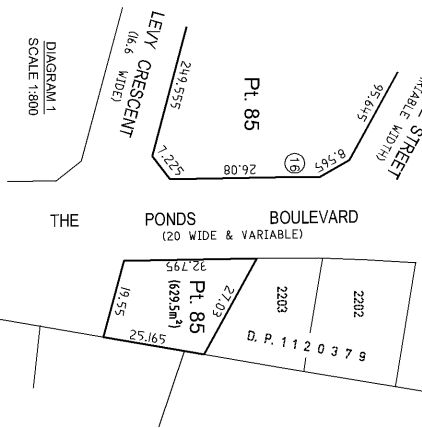
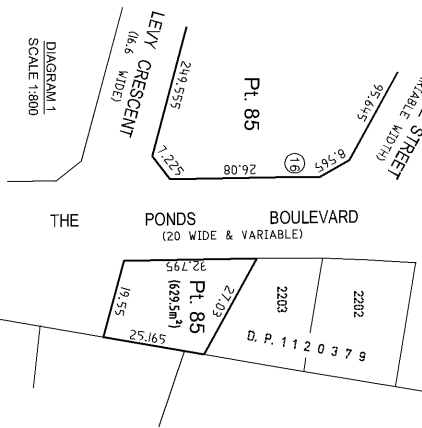
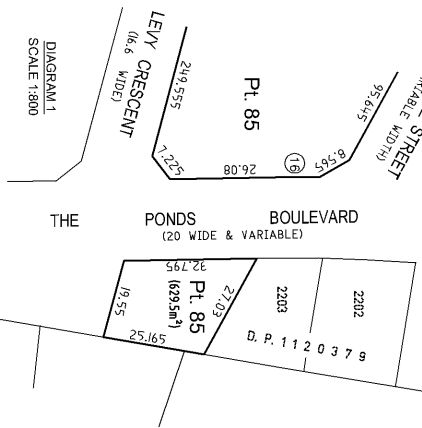
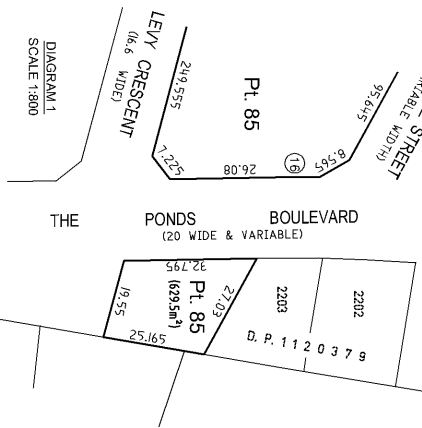
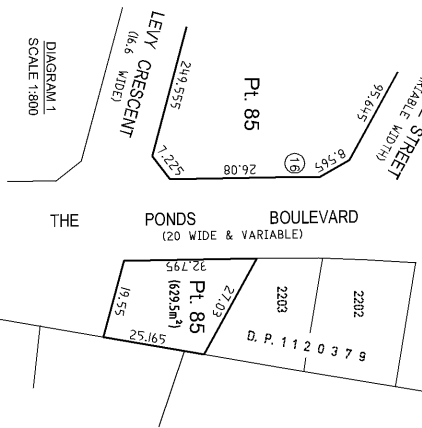
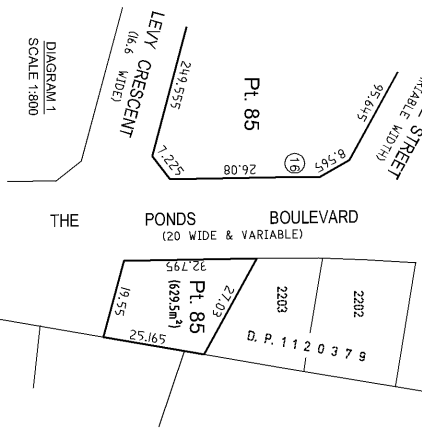
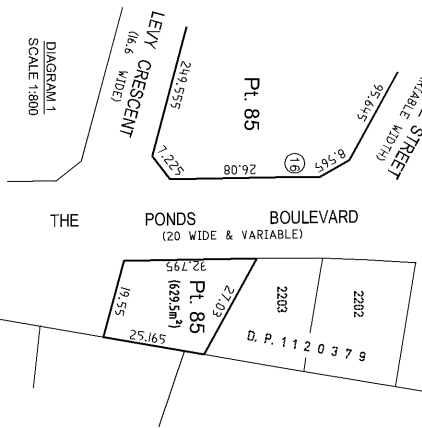
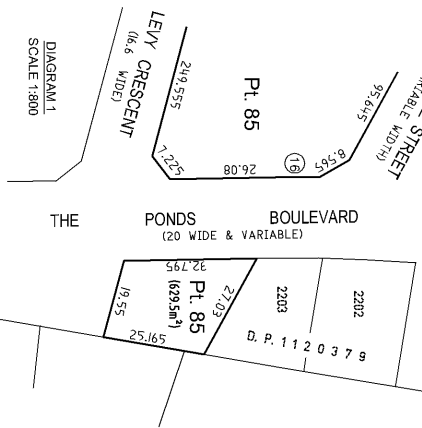
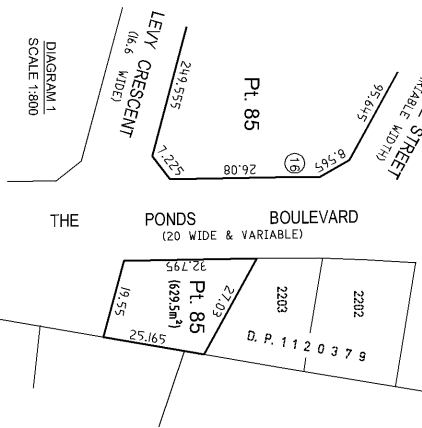
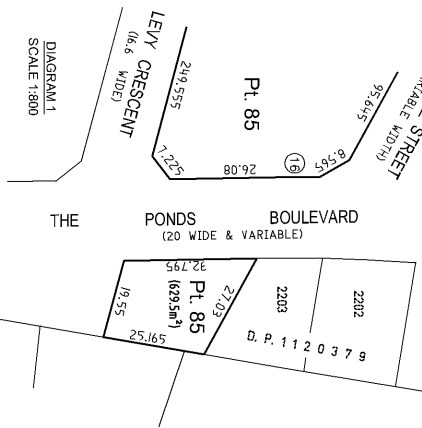
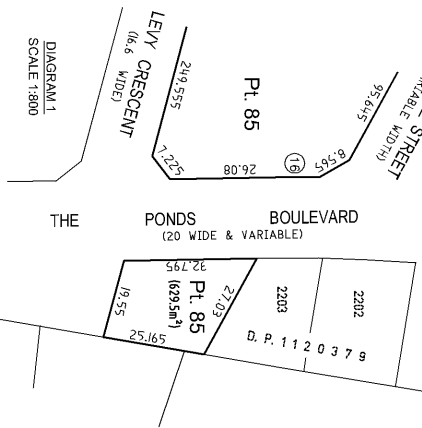
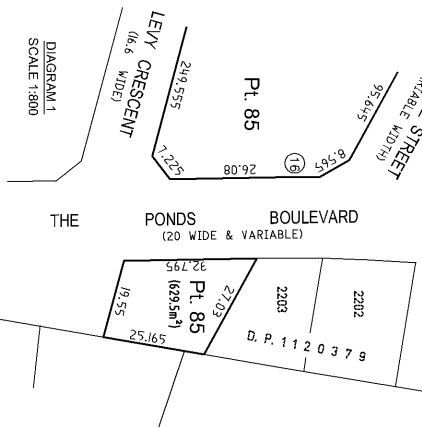
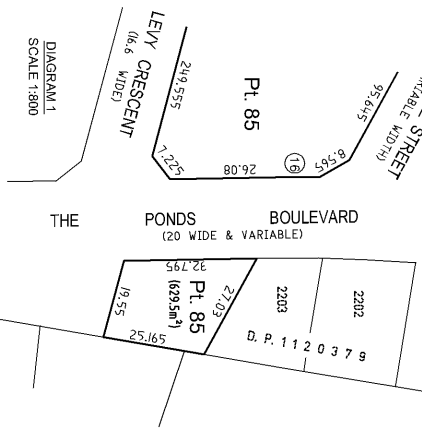
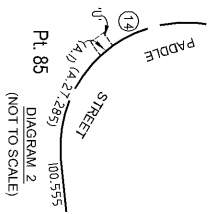
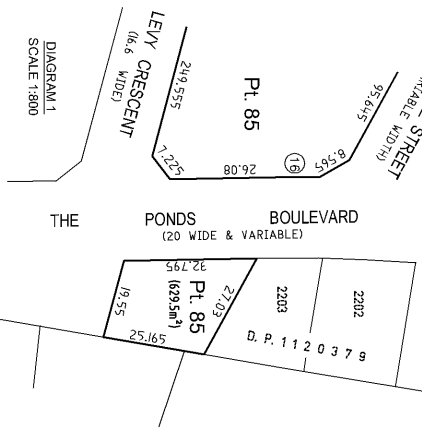
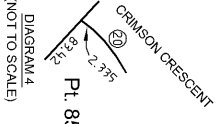
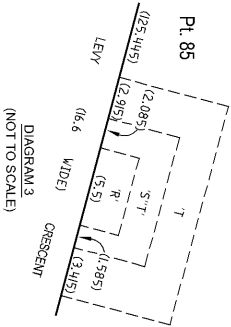
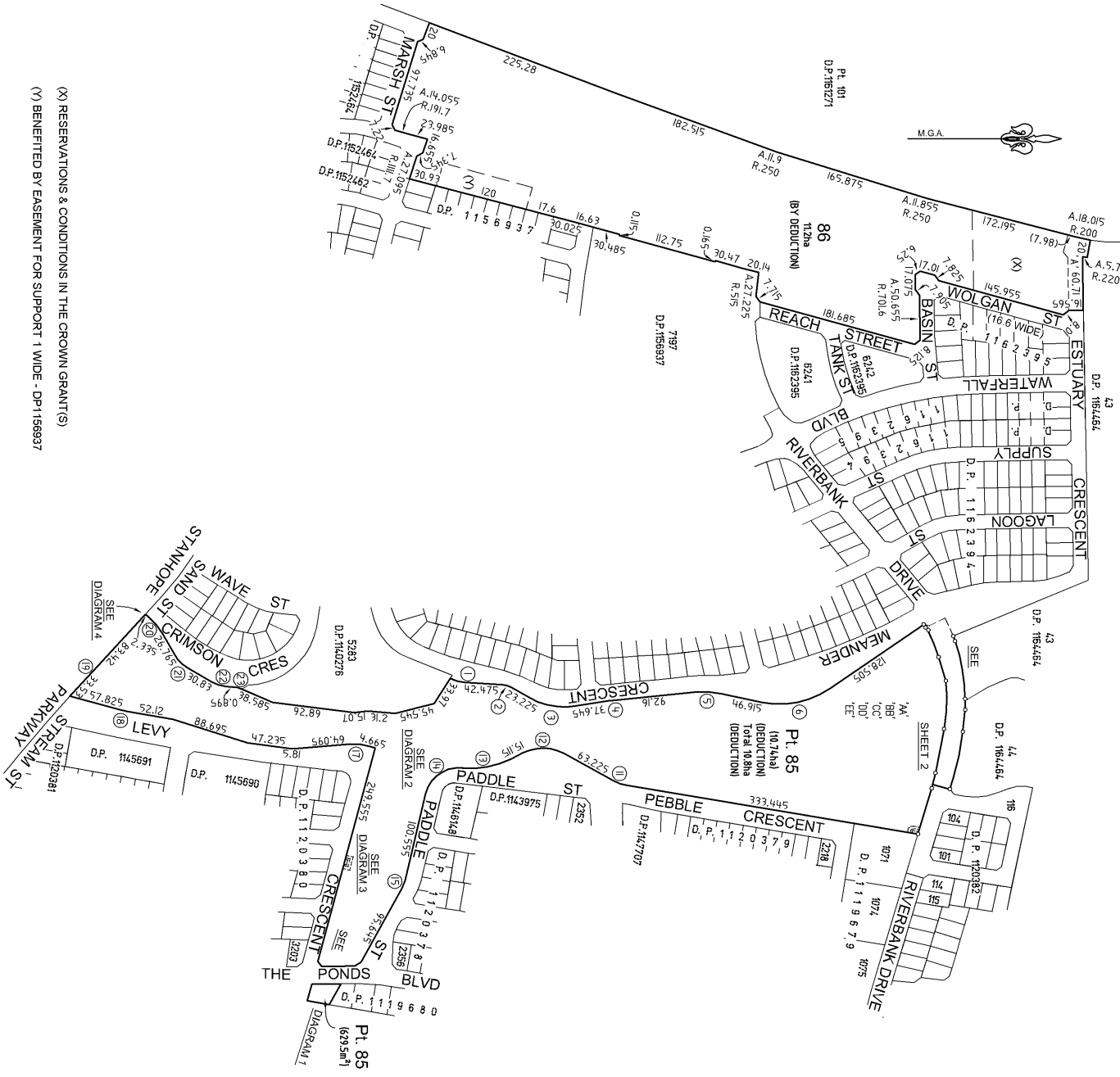


SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 6.1(2)					
M.G.A. COORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M. 164480	306 351 705	6 268 571.491	56	C	3
S.S.M. 167885	305 938 124	6 268 473.892	56	C	3
S.S.M. 167888	306 001 696	6 268 527.122	56	C	3
S.S.M. 176281	306 054 685	6 268 587.165	56	C	4

SOURCE: S.C.I.M.S. DATED 24 OCTOBER 2011
COMBINED SCALE FACTOR 1.00051

SCHEDULE OF CURVED BOUNDARIES					
No.	ARC	RADIUS			
1	17.035	4.0			
2	11.4	25			
3	53.825	80			
4	5.555	100			
5	30.67	100			
6	80.75	100			
11	18.23	50			
12	18.23	50			
13	55.79	100			
14	55.79	100			
15	9.16	360			
16	10.81	360			
17	23.95	56			
18	9.585	1000			
19	8.83	1013.5			
20	28.38	75			
21	21.495	40			
22	23.615	45			
23	10.435	24.975			

'A' - RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE D.P. 1162395
'R' - EASEMENT FOR PADPOINT SUBSTATION 2.75 WIDE VIDE D.P. 1120380
'S' - RESTRICTION ON USE OF LAND 1.585, 2.085 & 2.3 WIDE NO. 4 VIDE D.P. 1120380
'T' - RESTRICTION ON USE OF LAND 5 WIDE D.P. 1120380
'U' - EASEMENT FOR UNDERGROUND CABLES 1 WIDE VIDE D.P. 1120378
'AA' - EASEMENT ON THE USE OF LAND (D.P. 1102810) (NO. 4 & 5)
'BB' - RESTRICTION ON THE USE OF LAND (D.P. 1082818)
'CC' - RESTRICTION ON THE USE OF LAND (D.P. 1119679) (NO. 2, 3 & 6)
'DD' - BENEFITED BY RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D.P. 1120382)
'EE' - RESTRICTION ON THE USE OF LAND (D.P. 1119680)



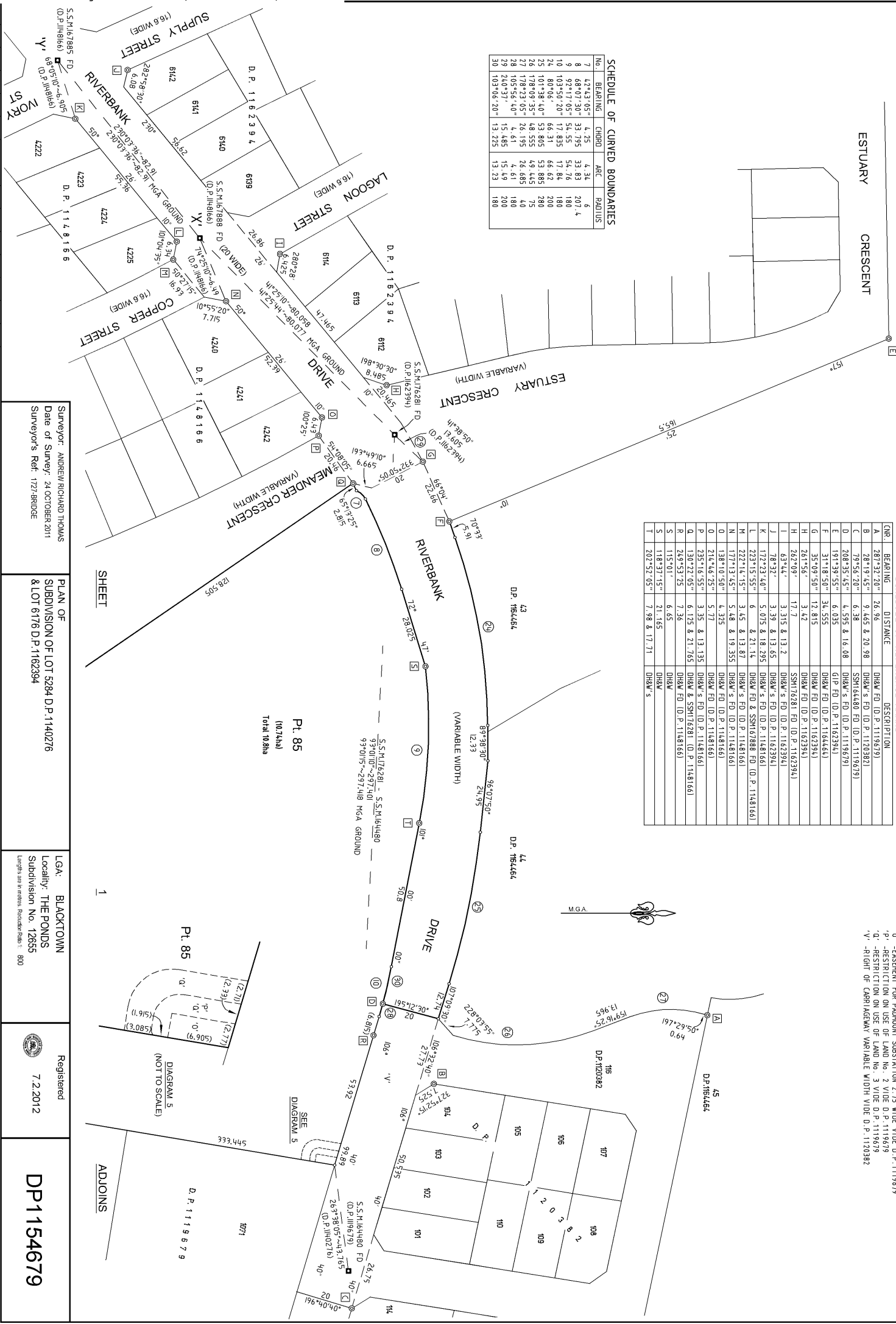
SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
A	287°32'20"	26.94	DHW s FD (D.P. 1119679)
B	28°19'45"	9.465 & 20.98	DHW s FD (D.P. 1119679)
C	27°56'20"	6.38	SSM164480 FD (D.P. 1119679)
D	208°35'45"	4.595 & 16.08	DHW s FD (D.P. 1119679)
E	191°39'55"	6.035	GIP FD (D.P. 1162394)
F	31°18'50"	34.555	DHW FD (D.P. 1164464)
G	35°09'50"	12.815	DHW FD (D.P. 1162394)
H	261°56'	3.42	SSM176281 FD (D.P. 1162394)
I	262°09'	17.7	DHW s FD (D.P. 1162394)
J	78°32'	3.39 & 13.65	DHW s FD (D.P. 1162394)
K	172°23'40"	5.075 & 18.295	DHW s FD (D.P. 1164166)
L	223°15'55"	6 & 21.14	DHW s FD & SSM167888 FD (D.P. 1164166)
M	222°13'45"	3.45 & 13.67	DHW s FD (D.P. 1164166)
N	177°13'45"	5.48 & 19.355	DHW s FD (D.P. 1164166)
O	138°10'50"	4.325	DHW FD (D.P. 1164166)
P	214°46'25"	5.77	DHW FD (D.P. 1164166)
Q	225°16'55"	3.35 & 13.135	DHW s FD (D.P. 1164166)
R	130°22'05"	6.125 & 21.765	DHW & SSM176281 (D.P. 1164166)
S	249°53'25"	7.36	DHW FD (D.P. 1164166)
T	115°01'	6.65	DHW
S	118°37'15"	21.165	DHW
T	202°52'05"	7.98 & 17.71	DHW s

- 1' - EASEMENT FOR POUND SUBSTATION 2.75 WIDE WIDE D.P. 1119679
2' - RESTRICTION ON USE OF LAND No. 2 WIDE D.P. 1119679
3' - RESTRICTION ON USE OF LAND No. 3 WIDE D.P. 1119679
4' - RIGHT OF CARRIAGEWAY VARIABLE WIDTH WIDE D.P. 1120382

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
7	42°43'05"	4.25	4.34	6
8	68°07'30"	33.795	33.83	207.4
9	92°17'05"	54.55	54.76	180
10	103°50'20"	17.835	17.84	180
24	80°06'	66.31	66.62	200
25	101°38'40"	53.805	53.885	280
26	178°09'35"	48.555	49.445	75
27	178°23'05"	26.195	26.685	40
28	105°56'40"	4.61	4.61	180
29	240°37'	15.485	15.49	200
30	103°06'20"	13.225	13.23	180



Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 24 OCTOBER 2011
Surveyor's Ref: 1727-BRIDGE

PLAN OF
SUBDIVISION OF LOT 5284 D.P. 1140276
& LOT 6176 D.P. 1162394

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12655
Lengths are in metres. Reduction Ratio: 1: 800

Registered
7.2.2012

DP1154679

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO

CREATE: -

1. RESTRICTION ON USE OF LAND

RELEASE: -

1. EASEMENT FOR UNDERGROUND CABLES & OVERHEAD POWER LINES 9 WIDE (VIDE D.P.1148166)
2. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (VIDE D.P.1148166)

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD RIVERBANK DRIVE EXTENSION (VARIABLE WIDTH)

SIGNED BY CARMEN LORRAINE OSBORNE AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION

C L Osborne

SIGNATURE

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify

(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed Subdivision..... set out herein

(insert 'subdivision' or 'new road')

[Signature]

* Authorised Person/* General Manager/* Accredited Certifier

Consent Authority: Blacktown City Council.....

Date of Endorsement: 13 December 2011.....

Accreditation no: N/A.....

Subdivision Certificate no: 12655.....

File no: DA-10-83.....

* Strike through inapplicable parts.

Office Use Only

DP1154679

Office Use Only

Registered:  7.2.2012

Title System: **TORRENS**

Purpose: **SUBDIVISION**

**PLAN OF
SUBDIVISION OF LOT 5284 D.P.1140276 & LOT
6176 D.P.1162394**

LGA: **BLACKTOWN**

Locality: **THE PONDS**

Parish: **GIDLEY**

County: **CUMBERLAND**

Survey Certificate

I, ANDREW RICHARD THOMAS.....

of CRAIG & RHODES PTY LTD.....

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: 24 OCTOBER 2011.....

The survey relates to RIVERBANK DRIVE EXTENSION.....

.....
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *Andrew R Thomas* Dated: 26/10/11

Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: 'X' - 'Y'.....

Type: Urban/Rural.....

Plans used in the preparation of survey/compilation

DP1120382

DP1140276

DP1148166

DP1162394

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: **1727 - BRIDGE**

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF
SUBDIVISION OF LOT 5284 D.P.1140276
& LOT 6176 D.P.1162394

Office Use Only

DP1154679

Registered:



7.2.2012

Office Use Only

Subdivision Certificate No.: 12655

Date of Endorsement: 13 December 2011

SIGNED ON BEHALF OF ENDEAVOUR ENERGY BY
ITS ATTORNEY PURSUANT TO POWER OF ATTORNEY
BOOK 4613 No.641 IN THE PRESENCE OF:

A. Kavalias
SIGNATURE OF ATTORNEY

A. KAVALIASKAS
NAME OF ATTORNEY

Surveyor's Reference: 1727 - BRIDGE

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.

Lengths are in Metres

Sheet 1 of 4 Sheets

Plan:

DP1154679

Plan of Subdivision of Lot 5284
 DP1140276 & Lot 6176 DP1162394
 covered by Council's Subdivision
 Certificate No. 12655

Full Name and address of Proprietor of land:	LANDCOM Level 2 330 Church Street PARRAMATTA NSW 2150
--	--

Part 1

	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.	Restriction on Use of Land	85, 86	Blacktown City Council

Part 1A

	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 Underground Cables & Overhead Power Lines 9 Wide (Vide DP1148166)	5284/1140276	Endeavour Energy
2.	Easement for Underground Cables 1 Wide (Vide DP1148166)	6176/1162394	Endeavour Energy

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer



Lengths are in Metres

Sheet 2 of 4 Sheets

Plan:

DP1154679

Plan of Subdivision of Lot 5284
DP1140276 & Lot 6176 DP1162394
covered by Council's Subdivision
Certificate No. 12655

Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to construction of Road and Drainage Works, the provision of Lot Fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown Council Development Control Plan 2006 and suitability of the lot for any intended use.

Name of Authority empowered to release vary or modify restriction numbered 1 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 3 of 4 Sheets

Plan:

DP1154679

Plan of Subdivision of Lot 5284
DP1140276 & Lot 6176 DP1162394
covered by Council's Subdivision
Certificate No. 12655

Part 2 (cont)

SIGNED by me, CARMEN LORRAINE OSBORNE)
as Delegate of **LANDCOM** who hereby declares)
that she has no notice of the revocation of such)
delegation in the presence of)



LANDCOM
by its Delegate



Signature of WITNESS

JAVIER ROBLED

Name of Witness (BLOCK LETTERS)

L2 330 CHURCH ST PARRAMATTA

Address of Witness

15/12/11

Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL



General Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 4 Sheets

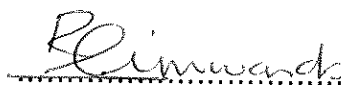
Plan:

DP1154679

Plan of Subdivision of Lot 5284
DP1140276 & Lot 6176 DP1162394
covered by Council's Subdivision
Certificate No. 12655

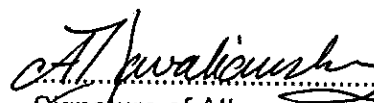
Part 2 (cont)

Signed on behalf of
Endeavour Energy Australia
ABN 59 253 130 878
by its Attorney pursuant to
Power of Attorney Book 4613 No. 641
in the presence of:


.....
Signature of WITNESS

RAYMOND SIMMONDS
.....
Name of Witness (BLOCK LETTERS)

C/- Endeavour Energy
490 Hoxton Park Road
HOXTON PARK NSW 2171


.....
Signature of Attorney

A. KAVALIAKISKAS
.....
Name of Attorney

MCK NETWORK CONNECTIONS
.....
Position

Date of Execution: 12 JANUARY 2012

Reference: ARP 1949

REGISTERED



7.2.2012

BLACKTOWN CITY COUNCIL


.....
Judith Portelli
Manager Development Services

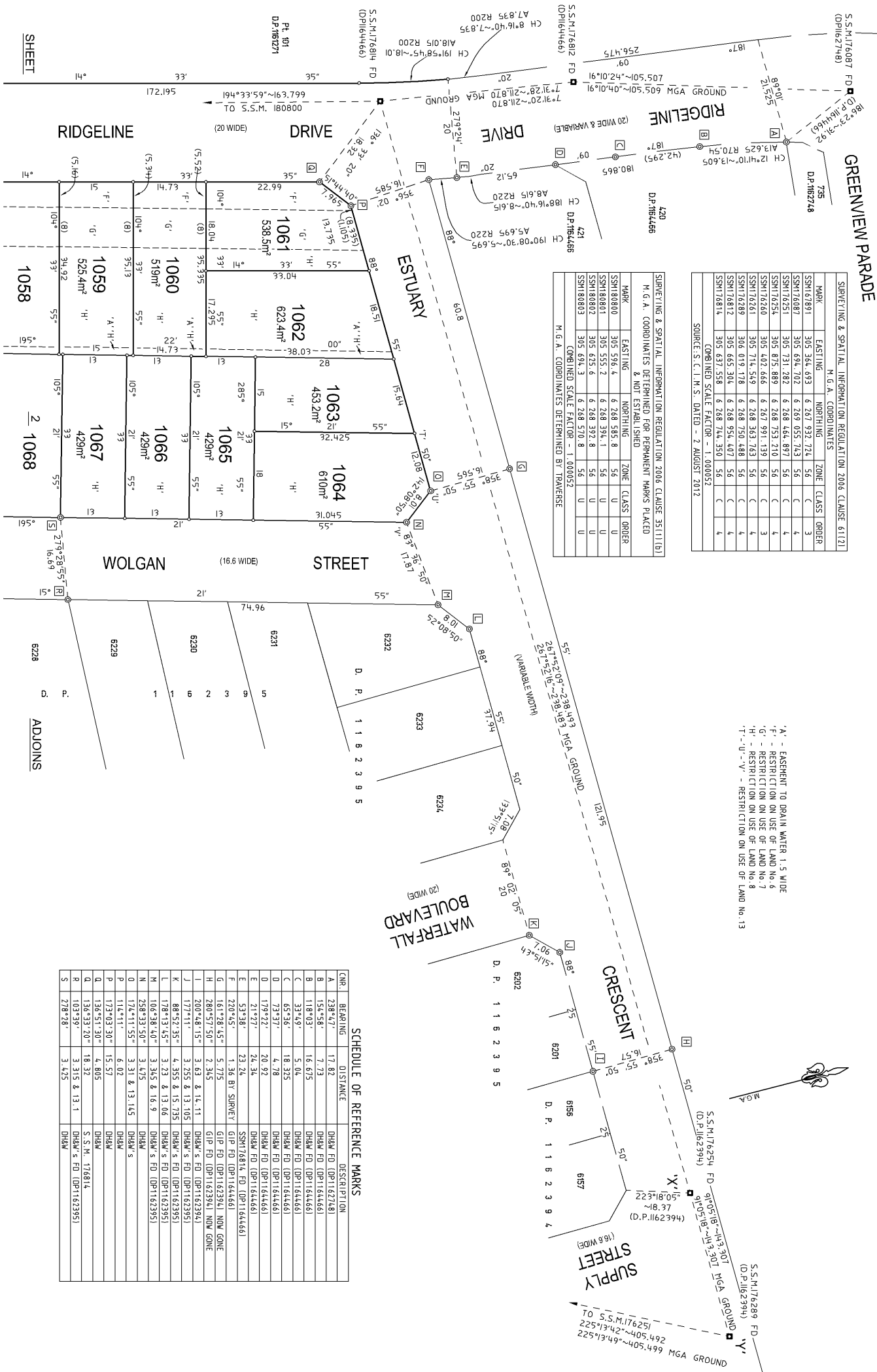
APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer

GREENVIEW PARADE

SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 6(1)(2)				
M.G.A. COORDINATES				
MARK	EASTING	NORTHING	ZONE	CLASS ORDER
SM161891	305 364.493	6 287 932.724	56	C 3
SM176087	305 694.702	6 289 055.745	56	C 4
SM176251	305 731.282	6 288 464.997	56	C 4
SM176254	305 875.889	6 288 753.210	56	C 4
SM176260	305 402.666	6 267 991.139	56	C 4
SM176261	305 714.549	6 268 363.763	56	C 4
SM176289	306 019.178	6 268 750.488	56	C 4
SM176814	305 665.304	6 268 954.407	56	C 4
SM176814	305 637.558	6 268 744.350	56	C 4
COMBINED SCALE FACTOR = 1.000052				
SOURCE: S.C.I. M.S. DATED - 2 AUGUST 2012				

SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 35(1)(b)				
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS PLACED & NOT ESTABLISHED				
MARK	EASTING	NORTHING	ZONE	CLASS ORDER
SM180800	305 596.4	6 268 585.8	56	U
SM180801	305 555.2	6 268 394.1	56	U
SM180802	305 625.6	6 268 392.8	56	U
SM180803	305 684.3	6 268 570.8	56	U
COMBINED SCALE FACTOR = 1.000052				
M.G.A. COORDINATES DETERMINED BY TRAVERSE				



SCHEDULE OF REFERENCE MARKS

MARK	BEARING	DISTANCE	DESCRIPTION
A	238°47'	17.82	DRAWN TO (DP1162748)
B	158°58'	7.73	DRAWN TO (DP1164466)
B	118°03'	16.675	DRAWN TO (DP1164466)
C	33°49'	5.04	DRAWN TO (DP1164466)
C	65°36'	18.375	DRAWN TO (DP1164466)
D	73°37'	4.78	DRAWN TO (DP1164466)
D	179°42'	20.92	DRAWN TO (DP1164466)
E	21°27'	24.34	DRAWN TO (DP1164466)
E	53°38'	23.26	SM176814, FD (DP1164466)
F	220°45'	1.36	BY SURVEY
G	161°28'45"	5.775	GIP TO (DP1164466)
H	280°52'50"	2.345	GIP TO (DP1162394), NOW GONE
I	200°48'15"	3.63 & 14.11	DRAWN TO (DP1162394)
J	177°41'	3.255 & 13.105	DRAWN TO (DP1162395)
K	88°52'35"	4.355 & 15.735	DRAWN TO (DP1162395)
L	178°43'45"	3.23 & 13.04	DRAWN TO (DP1162395)
M	106°38'40"	3.355 & 16.9	DRAWN TO (DP1162395)
N	256°33'50"	3.475	DRAWN TO (DP1162395)
O	172°11'55"	3.31 & 13.145	DRAWN TO (DP1162395)
P	114°41'	6.02	DRAWN TO (DP1162395)
P	173°03'30"	15.57	DRAWN TO (DP1162395)
Q	136°51'30"	4.805	DRAWN TO (DP1162395)
R	136°33'20"	18.32	S.S.M. 176814
R	103°39'	3.315 & 13.1	DRAWN TO (DP1162395)
S	278°28'	3.425	DRAWN TO (DP1162395)

Surveyor: ANDREW RICHARD THOMAS

Date of Survey: 27 AUGUST 2012

Surveyor's Ref: 1727-10

PLAN OF SUBDIVISION OF LOT 86 D.P. 1154679

LG: BLACKTOWN

Locality: THE PONDS

Subdivision No. 12785

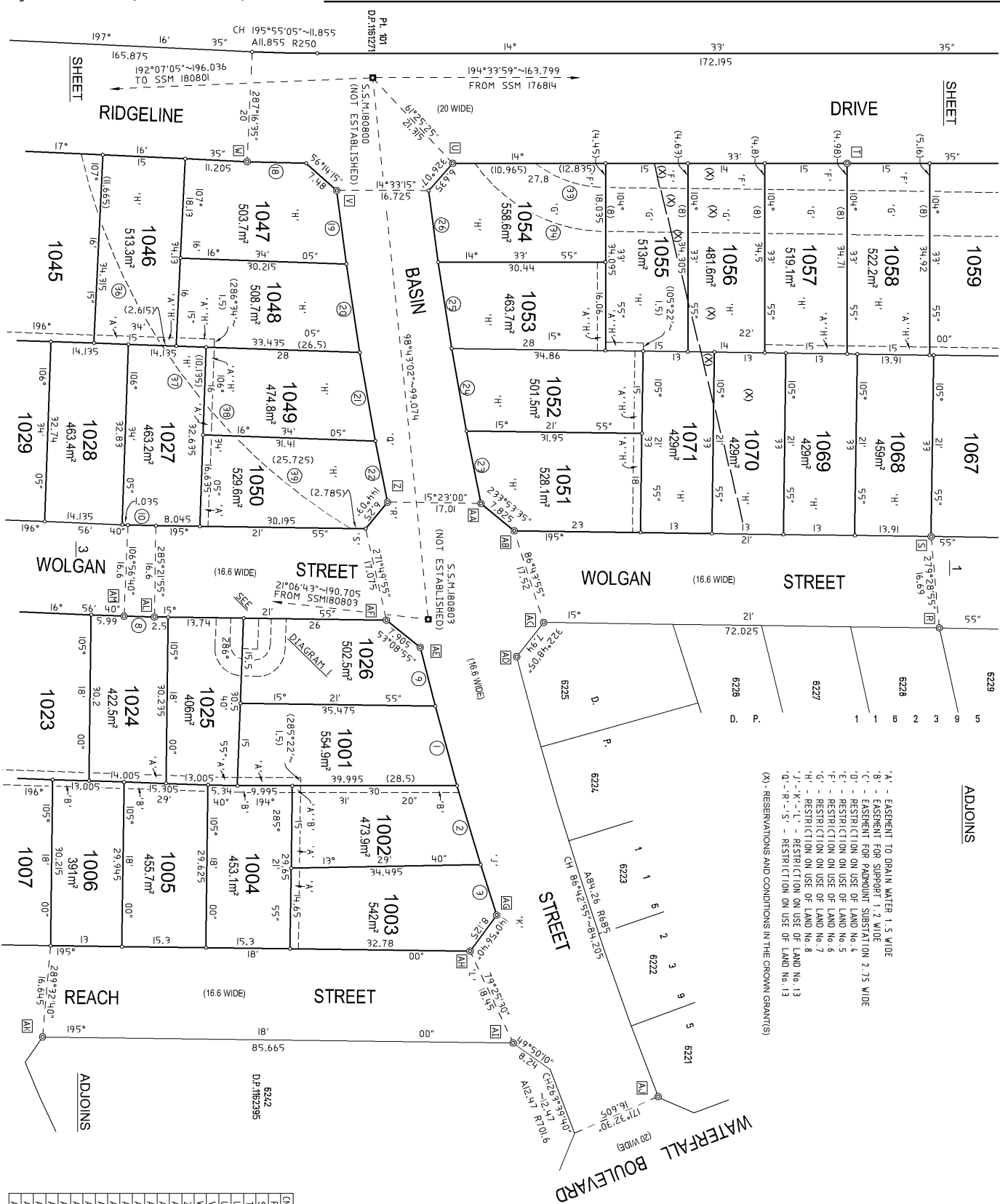
Lengths are in metres. Rescaled Ratio: 1: 500

Registered

31.10.2012

DP1162694

Req:R187694 /Doc:DP 1162694 P /Rev:Nov-2012 /SW:ALL /Prt:04-Oct-2024 11:27 /Seq:1 of 6
Office of the Registrar-General /Src:InfoTrack /Ref:240889



SCHEDULE OF REFERENCE BOUNDARIES				
No.	Bearing	CHORD	ARC	RADIUS
1	89°12'50"	15	15	701.6
2	86°59'20"	15	15	701.6
3	86°59'20"	9.62	9.62	701.6
8	16°09'15"	5.515	5.515	701.6
9	90°16'35"	11.035	11.035	701.6
10	196°09'15"	5.055	5.055	183.4
18	16°07'45"	10.81	10.81	701.6
19	97°04'45"	13.48	13.48	701.6
20	95°51'55"	16.28	16.28	701.6
21	94°31'55"	16.36	16.36	701.6
22	93°24'05"	11.34	11.34	701.6
23	273°11'35"	13.43	13.43	685
24	274°32'35"	15.28	15.28	685
25	275°54'45"	15.885	15.885	685
26	276°16'35"	13.185	13.185	685
33	222°10'35"	13.585	13.825	21.435
34	222°10'35"	26.86	27.89	29.435
36	78°26'05"	25.685	25.745	170.235
37	68°05'50"	12.945	12.95	107.235
38	62°27'15"	8.117	8.17	107.235
39	53°02'10"	27.015	27.085	107.235

GNR.	BEARING	DISTANCE	DESCRIPTION
R	103°39'	3.315 & 13.1	DHAW'S FD (DP162395)
S	278°28'	3.425	DHAW'S
T	105°14'	4.315 & 15.485	DHAW'S
U	61°25°25"	4.785	DHAW'S
U	91°53'30"	15.89	DHAW'S
V	122°16'	5.83 & 21.54	DHAW & SSM 180800
W	91°00'25"	4.595 & 16.13	DHAW'S
Z	198°26°50"	3.005 & 13.645	DHAW'S
AA	125°42'45"	16.94	GIF FD (DP1162394) NOW GONE
AB	262°45°25"	3.89	DHAW'S
AC	104°12'	3.35 & 13.1	DHAW'S FD (DP162385)
AD	348°43°45"	3.495 & 13.555	DHAW'S FD (DP162385)
AE	172°42'45"	3.72	DHAW'S
AE	103°30°20"	3.315 & 14.645	DHAW'S
AG	222°26°15"	18.95	DHAW'S
AH	183°11°15"	4.025	GIF FD (DP1162394) NOW GONE
AH	259°34°45"	14.66	DHAW'S
AI	195°12°30"	8.715 & 19	DHAW'S FD (DP162385)
AI	351°25°35"	3.43 & 13.12	DHAW'S FD (DP162385)
AJ	94°33°35"	3.025 & 13.37	DHAW'S FD (DP162385)
AK	114°48°05"	3.315 & 13.265	DHAW'S
AM	92°33°50"	3.42 & 13.325	DHAW'S

Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 27 AUGUST 2012
Surveyor's Ref: 1727-10

PLAN OF
SUBDIVISION OF LOT 86 D.P. 1154679

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12785
Lengths are in metres. Reduction Ratio 1: 5000

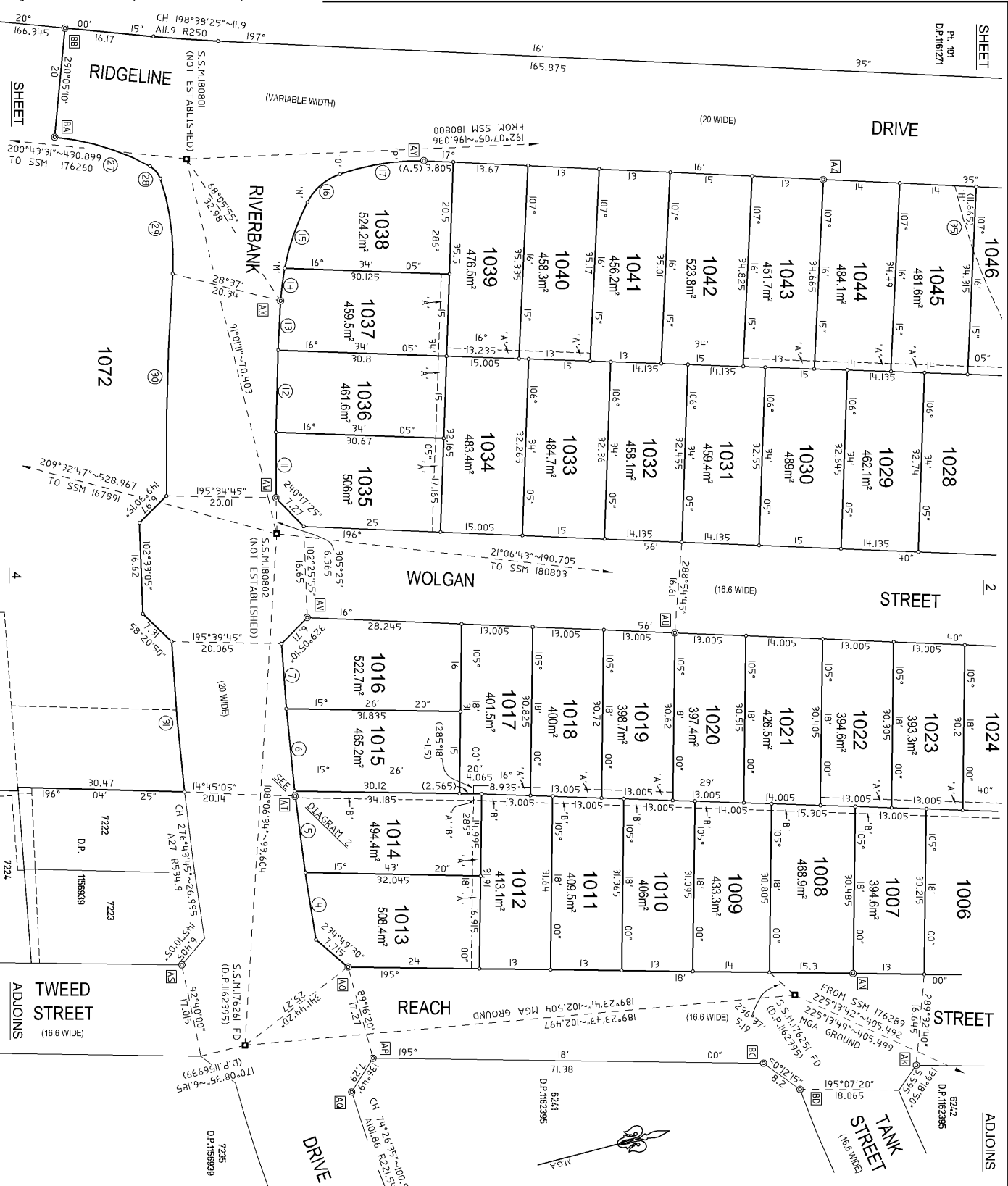


Registered

DP1162694

SHEET

Pt. 001
DP116271



SCHEDULE OF REFERENCE MARKS			
CN	BEARING	DISTANCE	DESCRIPTION
AK	94°33'35"	3.025 & 13.37	DH&W's FD (DP1162395)
AM	336°17'50"		DH&W
AN	345°14'20"	25.27	S.S.M. 1176261
AP	100°56'25"	3.305	DH&W FD (DP1162395)
AP	124°18'30"	13.83	DH&W FD (DP1162395)
AP	11°50'50"	5.045	DH&W FD (DP1162395)
AP	314°17'50"	16.195	DH&W FD (DP1156937)
AS	251°42'15"	3.73	DH&W FD (DP1156939)
AS	251°36'25"	16.795	SSM176261 FD (DP1156939)
AT	1°22'35"	4.465 & 15.69	DH&W's FD (DP1156939)
AV	107°32'30"	3.335 & 13.125	DH&W's FD (DP1162395)
AW	30°05'15"	3.635 & 17.78	DH&W & SSM 180002
AX	314°41'30"	29.69	DH&W
AY	8°52'45"	4.53 & 15.745	DH&W's
AZ	120°17'50"	4.42 & 15.685	DH&W's
BA	95°33'45"	4.365 & 15.675	DH&W's
BB	31°12'42"	6.06	DH&W
BC	101°00'15"	3.335 & 13.175	DH&W's FD (DP1162395)
BD	189°10'45"	3.565 & 15.425	DH&W's FD (DP1162395)

SCHEDULE OF CURVED BOUNDARIES			
No.	BEARING	CHORD	ARC
4	275°34'55"	12.42	12.42
5	277°06'25"	14.995	14.995
6	278°46'50"	15.1	15.1
7	280°17'05"	11.935	11.935
8	284°34'50"	11.98	11.98
11	286°04'55"	15	15
12	287°24'40"	9.005	9.005
13	287°24'40"	6.025	6.025
14	291°42'40"	12.73	12.73
15	303°32'35"	7.885	8.008
16	333°37'55"	17.1	17.205
17	6°26'45"	18.255	18.38
27	31°34'40"	2.925	2.995
28	64°36'30"	17.56	17.67
29	97°11'50"	40.57	40.58
30	106°08'05"	27.535	27.535
31	99°39'05"	12.31	12.32
35	88°36'20"		101.235

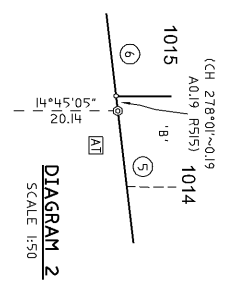


DIAGRAM 2
SCALE 1:50

Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 27 AUGUST 2012
Surveyor's Ref: 1727-10

PLAN OF
SUBDIVISION OF LOT 86 D.P. 1154679

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12785
Lengths are in metres. Rounder Rules: 1: 500

Registered
31.10.2012

DP1162694

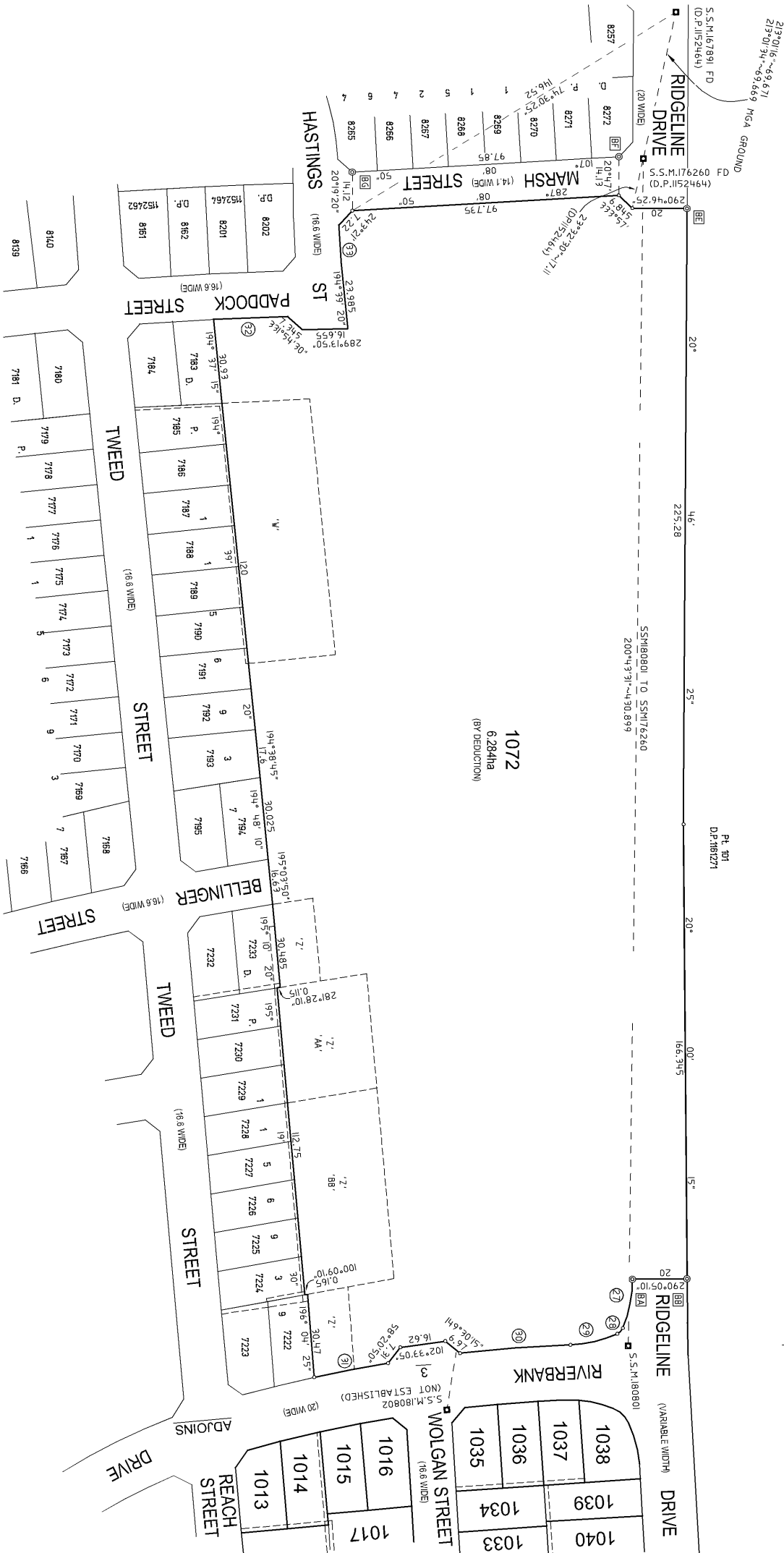
SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	DESCRIPTION
BA	95°33'45"	4.445 & 15.955	DM&W S
BB	331°24'	6.06	DM&W S
BE	38°09'	4.25	GIP FD (DP1152462) NOW GONE
BF	332°29'	25.69	SSM 176260
BF	241°27'15"	4.53 & 18.33	DM&W S FD (DP1152464)
BG	209°15'20"	3.4 & 13.62	DM&W S FD (DP1152464)

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
27	31°34'40"	18.255	18.38	45.5
28	64°36'30"	2.925	2.995	4
29	97°11'50"	17.56	17.67	45.5
30	106°08'55"	40.57	40.58	534.9
31	99°39'05"	27.535	27.535	534.9
32	288°20'05"	27.095	27.095	1111.7
33	196°44'	14.055	14.055	191.7

- 'W' - BENEFIT BY EASEMENT FOR SUPPORT 1 WIDE VIDE D.P. 1156937
- 'Z' - BENEFIT BY EASEMENT FOR SUPPORT 1 WIDE VIDE D.P. 1156939
- 'AA' - BENEFIT BY EASEMENT FOR SUPPORT 1 WIDE VIDE D.P. 1156939
- 'BB' - BENEFIT BY EASEMENT TO DRAIN WATER VARIABLE WIDTH VIDE D.P. 1156939



Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 27 AUGUST 2012
Surveyor's Ref: 1727-10

PLAN OF
SUBDIVISION OF LOT 86 D.P. 1154679

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12785
Lengths are in metres. Rounder Ratio: 1: 1000

Registered
31.10.2012

DP1162694

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE: -

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT FOR SUPPORT 1.2 WIDE
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. RESTRICTION ON USE OF LAND
12. RESTRICTION ON USE OF LAND
13. RESTRICTION ON USE OF LAND
14. RESTRICTION ON USE OF LAND

IT IS INTENDED TO RELEASE:

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (VIDE D.P.1162395)

Office Use Only

DP1162694

Office Use Only

Registered:  31.10.2012

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF
SUBDIVISION OF LOT 86 D.P.1154679

LGA: BLACKTOWN

Locality: THE PONDS

Parish: GIDLEY

County: CUMBERLAND

Survey Certificate

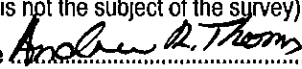
I, ANDREW RICHARD THOMAS

of CRAIG & RHODES PTY LTD

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: 27TH AUGUST 2012

The survey relates to LOTS 1001 TO 1071, 1072 PARTLY COMPILED

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated: 28/8/12

Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: 'X' - 'Y'

Type: Urban/Rural—

Plans used in the preparation of survey/compilation

D.P. 1152464
D.P. 1154679
D.P. 1156939
D.P. 1164466
D.P. 1162395

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 1727-10

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify

(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed subdivision set out herein

(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: BLACKTOWN CITY COUNCILDate of Endorsement: 24 OCTOBER 2012Accreditation no: N/ASubdivision Certificate no: 12785File no: DAP-10-2091

* Strike through inapplicable parts.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF
SUBDIVISION OF LOT 86 D.P.1154679

Office Use Only

DP1162694

Office Use Only

Registered:  31.10.2012

Subdivision Certificate No.: 12785

Date of Endorsement: 24 OCTOBER 2012

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC
ROAD:-

1. RIVERBANK DRIVE EXTENSION (20 WIDE)
2. RIDGELINE DRIVE EXTENSION (20 WIDE & VARIABLE)
3. ESTUARY CRESCENT EXTENSION (16.6 WIDE)
4. BASIN STREET EXTENSION (16.6 WIDE)
5. WOLGAN STREET EXTENSION (16.6 WIDE)

SIGNED BY CARMEN LORRAINE OSBORNE AS A DELEGATE OF
LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF
REVOCATION OF SUCH DELEGATION

C L Osborne
SIGNATURE

Surveyor's Reference: 1727-10

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.

Lengths are in Metres

Sheet 1 of 12 Sheets

Plan: **DP1162694**

Plan of Subdivision of Lot 86
D.P. 1154679 covered by Council's
Subdivision Certificate No. **12785**

Full Name and address of Proprietor of land:	LANDCOM Level 2 330 Church Street PARRAMATTA NSW 2150
--	--

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	1001, 1002	1021, 1022, 1023, 1024, 1025
		1003	1002, 1021, 1022, 1023, 1024, 1025
		1013	1014, 1017, 1018, 1019, 1020
		1014	1017, 1018, 1019, 1020
		1017	1018, 1019, 1020
		1018	1019, 1020
		1019	1020
		1022	1021
		1023	1021, 1022
		1024	1021, 1022, 1023
		1025	1021, 1022, 1023, 1024
		1035	1036, 1037, 1038, 1039, 1040, 1041
		1036	1037, 1038, 1039, 1040, 1041

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer

CLD

Lengths are in Metres

Sheet 2 of 12 Sheets

Plan: **DP1162694**

Plan of Subdivision of Lot 86
 D.P. 1154679 covered by Council's
 Subdivision Certificate No. 12 785

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	1037 1039 1040 1043 1044 1045 1046 1048, 1049, 1050 1051 1052 1053 1055 1057 1058 1059 1060 1062	1038, 1039, 1040, 1041 1040, 1041 1041 1042 1042, 1043 1042, 1043, 1044 1042, 1043, 1044, 1045 1042, 1043, 1044, 1045, 1046 1052, 1053, 1054, 1055 1053, 1054, 1055 1054 1053, 1054 1056 1056, 1057 1056, 1057, 1058 1056, 1057, 1058, 1059 1056, 1057, 1058, 1059, 1060

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer



CLD

Lengths are in Metres

Sheet 3 of 12 Sheets

Plan: **DP1162694**

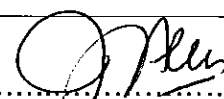
Plan of Subdivision of Lot 86
 D.P. 1154679 covered by Council's
 Subdivision Certificate No. 12785

Part 1 (cont)

	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 Support 1.2 Wide	1002 1004 1005 1006 1007 1008 1009 1010 1011 1012 1014	1001 1001, 1025 1024, 1025 1023, 1024 1022, 1023 1021, 1022 1020, 1021 1019, 1020 1018, 1019 1017, 1018 1015, 1017
3.	Easement for Padmount Substation 2.75 Wide	1026	Endeavour Energy
4.	Restriction on Use of Land	1025, 1026	Endeavour Energy
5.	Restriction on Use of Land	1025, 1026	Endeavour Energy
6.	Restriction on Use of Land	1054 to 1061 inclusive	Blacktown City Council
7.	Restriction on Use of Land	1054 to 1061 inclusive	Blacktown City Council
8.	Restriction on Use of Land	1027, 1045 to 1071 inclusive	Blacktown City Council
9.	Restriction on Use of Land	1001, 1015 to 1026 inclusive, 1058 to 1070 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer



20

Lengths are in Metres

Sheet 4 of 12 Sheets

Plan: **DP1162694**

Plan of Subdivision of Lot 86
 D.P. 1154679 covered by Council's
 Subdivision Certificate No. 12785

Part 1 (cont)

	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:-
10.	Restriction on Use of Land	Each lot 1001 to 1071 inclusive	Blacktown City Council
11.	Restriction on Use of Land	1006, 1007, 1009, 1010, 1011, 1012, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1065, 1066, 1067, 1069, 1070, 1071	Blacktown City Council
12.	Restriction on Use of Land	Each Lot 1001 to 1071 inclusive	Landcom
13.	Restriction on Use of Land	1003, 1038, 1050, 1064	Blacktown City Council
14.	Restriction on Use of Land	1072	Blacktown City Council

Part 1A

	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.	Right of Carriageway Variable Width (Vide DP1162395)	86/1154679	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

.....
 General Manager / Authorised Officer


 CLO

Lengths are in Metres

Sheet 5 of 12 Sheets

Plan: **DP1162694**

Plan of Subdivision of Lot 86
D.P. 1154679 covered by Council's
Subdivision Certificate No. 12785

Part 2

Name of Authority empowered to release vary or modify easement numbered 1 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked "Easement for Support 1.2 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release vary or modify easement numbered 2 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Name of Authority empowered to release vary or modify easement numbered 3 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

1. No building shall be erected or permitted to remain within the restriction site denoted 'D' on the abovementioned plans unless:
the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.
and the Owner provides the Authority Benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer


Lengths are in Metres

Sheet 6 of 12 Sheets

Plan: **DP1162694**

Plan of Subdivision of Lot 86
D.P. 1154679 covered by Council's
Subdivision Certificate No. **12785**

Part 2 (cont)

3. Definitions

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

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

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

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'E' on the abovementioned plan

2. Definitions

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

No dwelling shall be erected on that part of the lot denoted 'F' in the abovementioned plan unless such dwelling is constructed in accordance with the construction standards required by Bushfire Attack Level (BAL) 29 as set out in the following documents;

- Addendum: Appendix 3 of Planning for Bushfire Protection 2006
- AS 3958-2009
- Report by Advanced Bushfire Performance Solutions – Assessment of AS3959-2009 Construction Standards – The Ponds NSW dated October 2010.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 6 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer




Lengths are in Metres

Sheet 7 of 12 Sheets

Plan: **DP1162694**

Plan of Subdivision of Lot 86
D.P. 1154679 covered by Council's
Subdivision Certificate No. 12785

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

No dwelling shall be erected on that part of the lot denoted 'G' in the abovementioned plan unless such dwelling is constructed in accordance with the construction standards required by Bushfire Attack Level (BAL) 19 as set out in the following documents;

- Addendum: Appendix 3 of Planning for Bushfire Protection 2006
- AS 3958-2009
- Report by Advanced Bushfire Performance Solutions – Assessment of AS3959-2009 Construction Standards – The Ponds NSW dated October 2010.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 7 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

No dwelling shall be erected on that part of the lot denoted 'H' in the abovementioned plan unless such dwelling is constructed in accordance with the construction standards required by Bushfire Attack Level (BAL) 12.5 as set out in the following documents;

- Addendum: Appendix 3 of Planning for Bushfire Protection 2006
- AS 3958-2009
- Report by Advanced Bushfire Performance Solutions – Assessment of AS3959-2009 Construction Standards – The Ponds NSW dated October 2010.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 8 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 9 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer
ChD

Lengths are in Metres

Sheet 8 of 12 Sheets

Plan: **DP1162694**

Plan of Subdivision of Lot 86
D.P. 1154679 covered by Council's
Subdivision Certificate No. 12785

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

No vehicular access to the lot hereby burdened shall be constructed unless a minimum of 1.5 metres clear from the edge of any 'in pavement' street tree planter box and achieve, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 10 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 11 in the plan.

No dwelling house shall be erected on the land burdened unless such a dwelling house has been designed in accordance with the provisions of Blacktown Development Control Plan 2006 – Part M, Section 5.4 "Integrated Housing" with the exception that no zero lot line walls will be permitted.

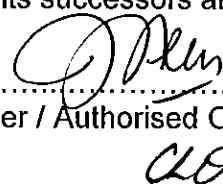
Name of Authority empowered to release vary or modify the terms of the restriction numbered 11 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan.

- No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
- No main building shall be erected on each burdened lot unless it has a garage. The garage shall have a minimum floor area of 16 square metres and be constructed of the same materials as the main building.
- No dwelling shall be erected on the lot hereby burdened unless in accordance with the Development controls for Dwelling Houses contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing element contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Landcom or its successors and

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.....
General Manager / Authorised Officer



Lengths are in Metres

Sheet 9 of 12 Sheets

Plan: **DP1162694**

Plan of Subdivision of Lot 86
D.P. 1154679 covered by Council's
Subdivision Certificate No. 12785

Part 2 (cont)

- in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
- No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

Name of Authority having the right to release, vary, or modify the terms of the restriction numbered 12 in the plan is Landcom for such period as it is the registered proprietor of any land benefited by this restriction. Thereafter, the power shall revert to the beneficiaries of this restriction.

Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.

Direct vehicular access to and/or from the lot hereby burdened is prohibited across that boundary as denoted below and in the abovementioned plan.

Lot Burdened	Boundary Denoted
1003	'J' – 'K' – 'L'
1038	'M' – 'N' – 'O' – 'P'
1050	'Q' – 'R' – 'S'
1064	'T' – 'U' – 'V'

Name of Authority empowered to release vary or modify the terms of the restriction numbered 13 in the plan is Blacktown City Council

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.....
General Manager / Authorised Officer



Lengths are in Metres

Sheet 10 of 12 Sheets

Plan: **DP1162694**

Plan of Subdivision of Lot 86
D.P. 1154679 covered by Council's
Subdivision Certificate No. 12785

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 14 in the plan.

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to construction of Road and Drainage Works, the provision of Lot Fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown Council Development Control Plan 2006 and suitability of the lot for any intended use.

Name of Authority empowered to release vary or modify restriction numbered 14 in the plan is Blacktown City Council.

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.....
General Manager / Authorised Officer


ePlan

Lengths are in Metres

Sheet 11 of 12 Sheets

Plan: **DP1162694**

Plan of Subdivision of Lot 86
D.P. 1154679 covered by Council's
Subdivision Certificate No. 12785

SIGNED by me, CARMEN LORRAINE OSBORNE)
as Delegate of **LANDCOM** who hereby declares)
that she has no notice of the revocation of such)
delegation in the presence of)

C L Osborne

LANDCOM
by its Delegate

Roeple

Signature of WITNESS

ANDREW COOPER

Name of Witness (BLOCK LETTERS)

Level 2, 330 Church St, Parramatta
Address of Witness *NSW 2124*

25 October 2012
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL

[Signature]

General Manager / Authorised Officer

Lengths are in Metres

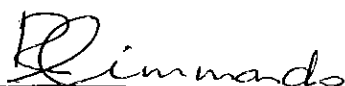
Sheet 12 of 12 Sheets

Plan: **DP1162694**

Plan of Subdivision of Lot 86
D.P. 1154679 covered by Council's
Subdivision Certificate No. 12785

Part 2 (cont)

Signed on behalf of
Endeavour Energy
ABN 59 253 130 878
by its Attorney pursuant to
Power of Attorney Book 4613 No. 641
in the presence of:



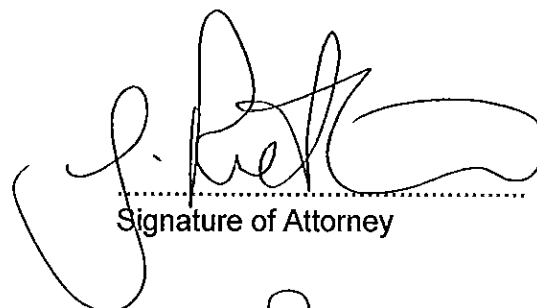
Signature of WITNESS

RAYMOND SIMMONDS

Name of Witness (BLOCK LETTERS)

C/- Endeavour Energy
490 Hoxton Park Road
HOXTON PARK NSW 2171

Reference:.....



Signature of Attorney

Geoff Riethmuller

Name of Attorney

Network Property Mgr

Position

Date of Execution: 11-9-2012

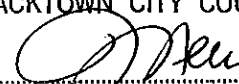
URS 12938

REGISTERED



31.10.2012

BLACKTOWN CITY COUNCIL



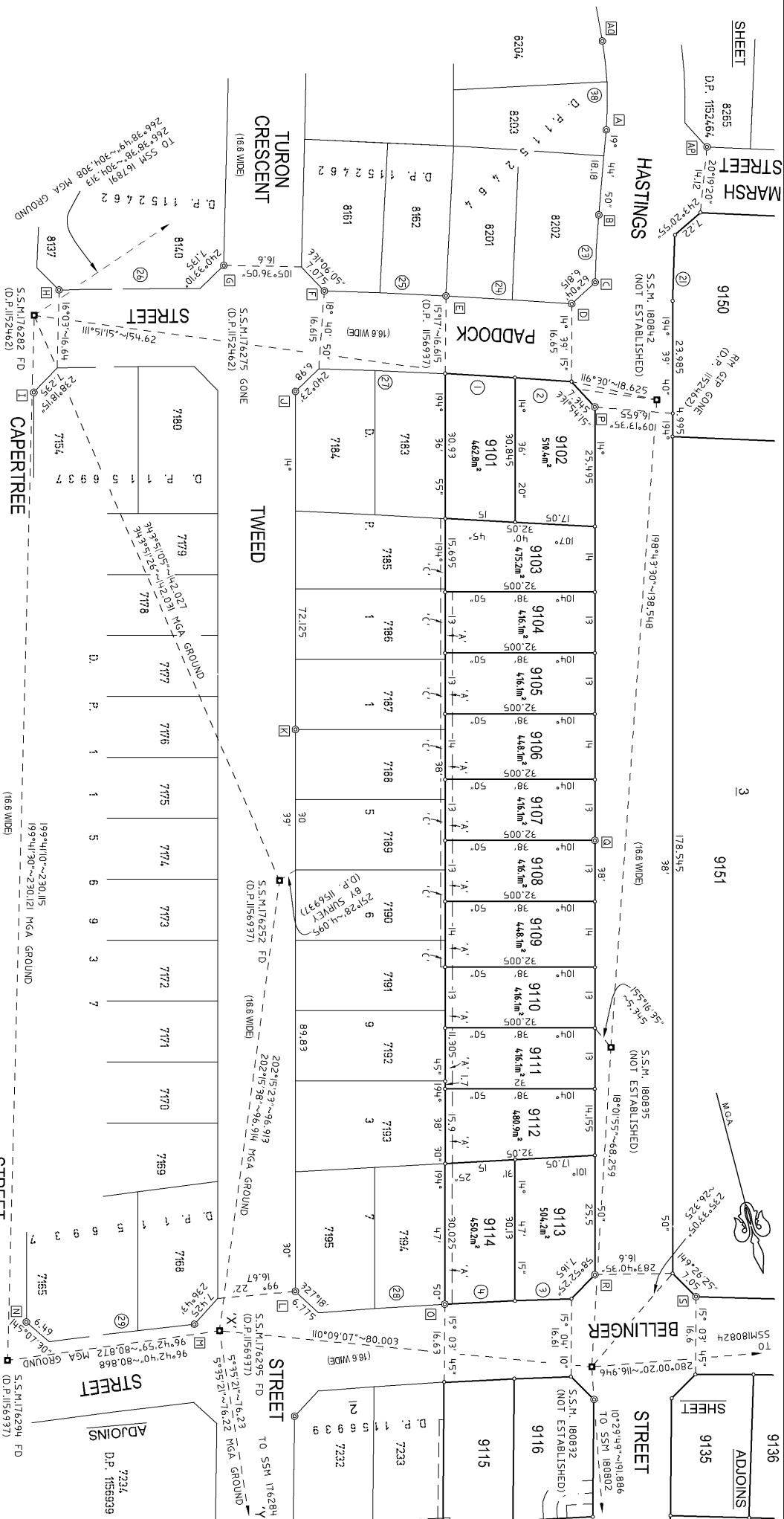
Judith Portelli

Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer





SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	288°00'45"	15	15	1111.7
2	288°42'40"	12.095	12.095	1111.7
3	102°38'35"	12.105	12.105	1072
4	101°55'05"	15	15	1072
21	196°43'55"	14.055	14.055	191.7
23	17°39'45"	14.38	14.38	208.3
24	108°16'	26.915	26.915	1128.3
25	106°53'	25.97	25.97	1128.3
26	103°32'	54.785	54.79	1111.7
27	280°47'45"	26.96	26.96	1111.7
28	277°11'30"	54.55	54.55	1072
29	12°03'15"	19.05	19.05	71.7

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
A	96°49'	3.45 & 14.495 BY SURVEY	DRHW'S FD (DP1152464)
B	129°21'	3.65 & 14.085 BY SURVEY	DRHW'S FD (DP1152464)
C	136°07'	3.55 & 15.635 BY SURVEY	DRHW'S FD (DP1152464)
D	204°13'	3.37 & 13.11 BY SURVEY	DRHW'S FD (DP1152464)
E	200°58'	3.375 & 13.065	DRHW'S FD (DP1152462)
F	124°14'	13.965	DRHW'S FD (DP1152462)
G	259°45'35"	4.85	DRHW'S FD (DP1152462)
H	212°14'15"	8.28	DRHW'S FD (DP1152462)
I	157°36'25"	4 & 15.87	DRHW'S FD (DP1152462)
J	28°01'25"	8.49 & 19.205	DRHW'S FD (DP1156937)
K	19°51'50"	7.115 & 19.485	DRHW'S FD (DP1156937)
L	257°12'35"	3.485 & 18.33	DRHW'S FD (DP1156937)

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
M	189°34'45"	3.305 & 13.12	DRHW'S FD (DP1156937)
N	253°03'	3.465 & 18.51	DRHW'S FD (DP1156937)
O	221°40'	3.855 & 15.225 BY SURVEY	DRHW'S FD (DP1156937)
P	97°53'20"	3.35 & 13.335	DRHW'S FD (DP1156937)
Q	86°23'15"	3.52 & 13.82	DRHW'S FD (DP1156937)
R	196°30'50"	6.89 & 19.63	DRHW'S FD (DP1156937)
S	258°44'10"	4.395	DRHW'S FD (DP1156937)
T	178°42'55"	13.325	DRHW'S FD (DP1156937)
U	173°22'	3.65 & 14.11 BY SURVEY	DRHW'S FD (DP1152464)
V	205°13'20"	3.4 & 13.62	DRHW'S FD (DP1152464)

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'C' - EASEMENT FOR SUPPORT 1 WIDE VIDE D.P. 1156937

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)	M.G.A. COORDINATES	ZONE	CLASS	ORDER
MARK	EASTING	NORTHING	ZONE	ORDER
S.S.M. 161891	305 364 693	6 261 932 724	56	C
S.S.M. 176252	305 679 005	6 268 086 962	56	C
S.S.M. 176260	305 679 005	6 261 991 139	56	C
S.S.M. 176261	305 714 549	6 268 363 763	56	C
S.S.M. 176282	305 679 005	6 267 950 524	56	C
S.S.M. 176284	305 679 005	6 268 252 524	56	C
S.S.M. 176294	305 346 041	6 268 101 191	56	C
S.S.M. 176295	305 665 770	6 268 101 191	56	C
SOURCE: S.C. 1 M.S. DATED 30 SEPTEMBER 2012				

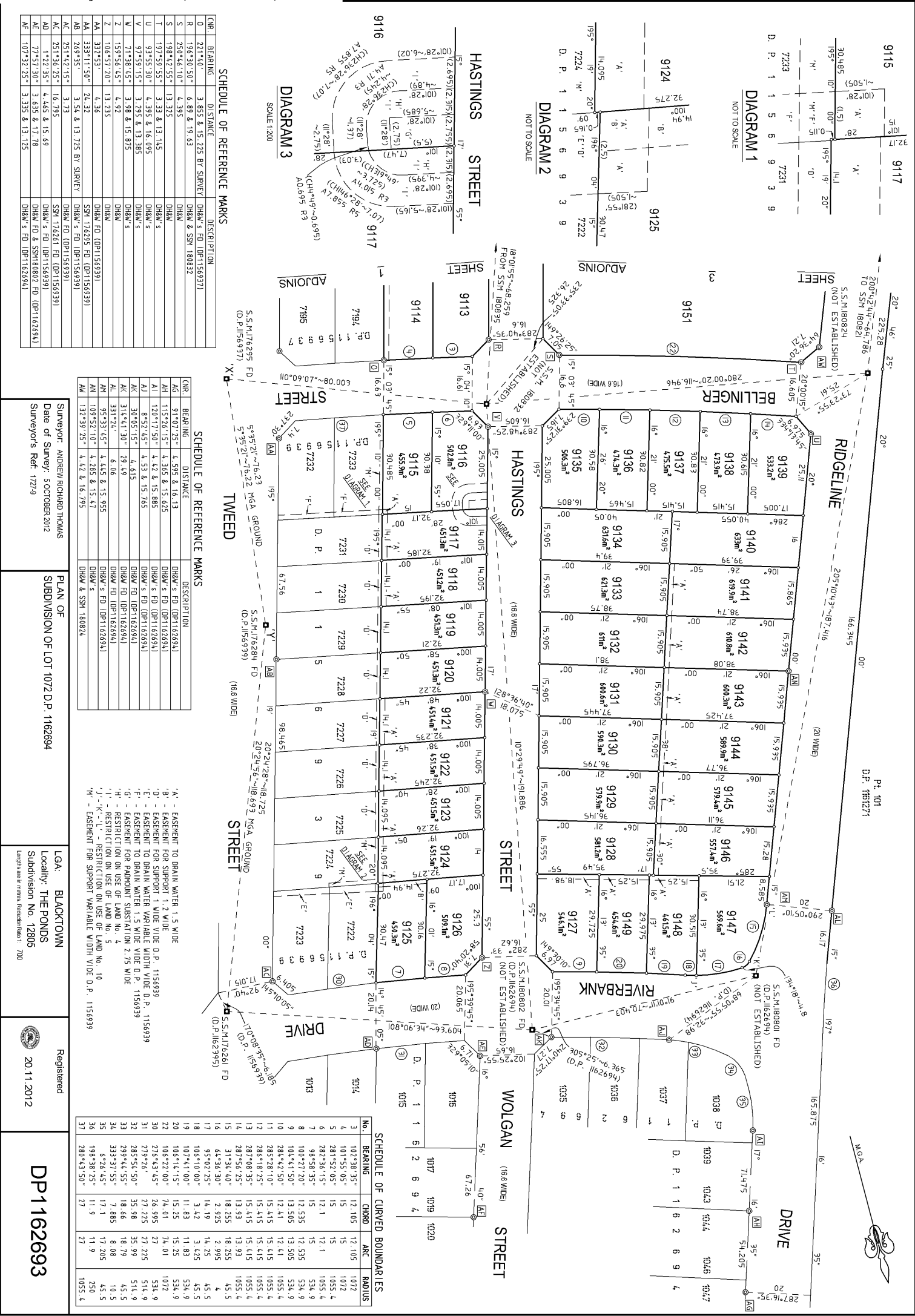
Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 5 OCTOBER 2012
Surveyor's Ref: 17279

PLAN OF
SUBDIVISION OF LOT 1072 D.P. 1162694

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12805
Lengths are in metres. Rounding Ratio: 1: 800

Registered
20.11.2012

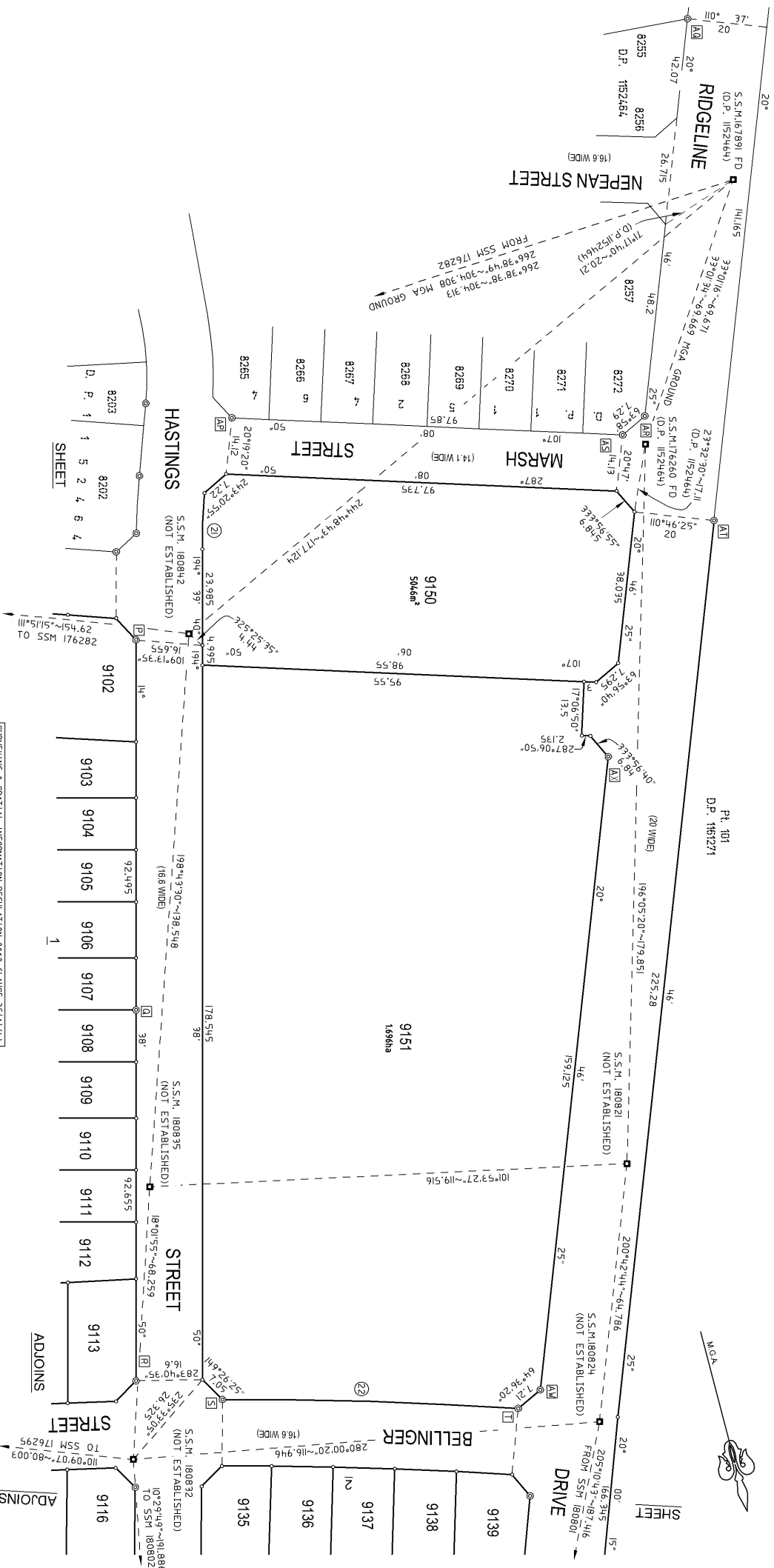
DP1162693



SCHEDULE OF REFERENCE MARKS		
CNR	BEARING	DISTANCE
D	221°40'	3.851 & 15.725 BY SURVEY
P	196°30.50"	6.88 & 19.63
S	250°42.10"	4.385
S	198°42.55"	13.335
T	197°59.55"	3.33 & 13.145
U	93°55.30"	4.395 & 16.095
V	97°55.15"	3.295 & 13.385
W	71°38.45"	3.98 & 15.875
Z	159°56.45"	4.92
AA	106°57.20"	13.235
AA	332°53'	4.36
AA	331°11.50"	24.37
AB	269°35'	3.54 & 13.725 BY SURVEY
AC	251°42.15"	3.73
AD	251°36.25"	16.795
AE	172°35'	4.465 & 15.69
AE	177°57.30"	3.635 & 17.78
AF	107°32.25"	3.335 & 13.135

SCHEDULE OF REFERENCE MARKS		
CNR	BEARING	DISTANCE
AG	91°07.25'	4.595 & 16.13
AH	115°26.15"	4.365 & 15.625
AI	120°17.50"	4.42 & 15.885
AJ	8°52.45'	4.53 & 15.765
AK	30°05.15'	4.615
AK	314°41.30"	29.49
AL	331°22.4'	6.06
AM	95°32.45'	4.455 & 15.955
AN	109°52.10"	4.785 & 15.47
AN	132°39.25'	4.42 & 16.755

SCHEDULE OF CURVED BOUNDARIES		
No.	BEARING	CHORD
3	101°38.35'	12.105
4	101°45.05'	15
5	281°32.05'	15
6	282°36.15'	12.1
7	98°58.35'	15
8	100°47.20'	12.535
9	104°41.50'	13.505
10	284°42.50'	15.415
11	285°48.10'	12.41
12	286°48.25'	15.415
13	287°08.35'	15.415
14	287°46.25'	13.93
15	31°34.10'	18.255
16	64°36.30'	2.925
17	95°02.23'	14.19
18	106°10.00'	3.42
19	106°14.15'	11.83
20	106°14.15'	15.25
21	276°43.45'	74.01
22	276°43.45'	74.01
23	276°43.45'	74.01
24	276°43.45'	74.01
25	276°43.45'	74.01
26	276°43.45'	74.01
27	276°43.45'	74.01
28	276°43.45'	74.01
29	276°43.45'	74.01
30	276°43.45'	74.01
31	276°43.45'	74.01
32	276°43.45'	74.01
33	276°43.45'	74.01
34	276°43.45'	74.01
35	276°43.45'	74.01
36	276°43.45'	74.01
37	276°43.45'	74.01



SCHEDULE OF REFERENCE MARKS

CRP.	BEARING	DISTANCE	DESCRIPTION
P	91°53'20"	3.35 & 13.335	DRHW & SSM 180842
Q	86°23'15"	3.52 & 13.82	DRHW's
R	196°30'50"	6.89 & 19.63	DRHW & SSM 180832
S	250°46'10"	4.395	DRHW
T	198°42'55"	13.325	DRHW's
U	197°59'55"	3.33 & 13.145	DRHW's
AP	209°15'20"	3.4 & 13.62	DRHW's FD (DP1152464)
AD	115°06"	4.35 & 15.56	DRHW's FD (DP1152464)
AS	194°406"	7.085 & 21.6	SSM 176260 FD & DRHW FD (DP1152464)
AT	332°39'25"	25.69	SSM 176260 FD (DP1152464)
AW	132°39'25"	4.42 & 16.795	DRHW & SSM 180824
AX	63°51'21"	4.95 & 22.7	DRHW's

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b)				
N.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS FOUND/PLACED				
MARK	EASTING	NORTHING	ZONE	CLASS ORDER
S.S.M. 180801	305 555.2	6 268 392.1	56	U
S.S.M. 180802	305 675.6	6 268 392.8	56	U
S.S.M. 180821	305 452.6	6 268 163.9	56	U
S.S.M. 180824	305 475.5	6 268 224.5	56	U
S.S.M. 180832	305 590.7	6 268 204.2	56	U
S.S.M. 180835	305 569.5	6 268 199.3	56	U
S.S.M. 180842	305 525.1	6 268 008.1	56	U

COMBINED SCALE FACTOR: 1.00052			
MGA COORDINATES DETERMINED BY TRANSVERSE			
NO.	BEARING	CHORD	RADIUS
21	196°43'55"	14.055	191.7
22	106°22'00"	74.01	74.01

Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 5 OCTOBER 2012
Surveyor's Ref: 17279

PLAN OF
SUBDIVISION OF LOT 1072 D.P. 1162894

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12805
Lengths are in metres. Rounding Ratio: 1: 700

Registered
20.11.2012

DP1162693

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  20.11.2012

Title System: TORRENS

Purpose: SUBDIVISION

DP1162693

PLAN OF
SUBDIVISION OF LOT 1072
D.P. 1162694

LGA: BLACKTOWN
Locality: THE PONDS
Parish: GIDLEY
County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in
approving this plan certify that all necessary approvals in regard to the
allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Survey Certificate

I, ANDREW RICHARD THOMAS
of CRAIG & RHODES PTY LTD

a surveyor registered under the *Surveying and Spatial Information Act*
2002, certify that:

*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on 5 OCTOBER 2012

*(b) The part of the land shown in the plan (*being/*excluding ^.....)

~~was surveyed in accordance with the *Surveying and Spatial*
Information Regulation 2012, is accurate and the survey was
completed on, ... the part not surveyed was compiled
in accordance with that regulation.~~

*(c) The land shown in the plan was compiled in accordance with the
~~*Surveying and Spatial Information Regulation 2012*.~~

Signature Andrew R. Thomas Dated: 8/10/12

Surveyor ID: 247

Datum Line: 'X' - 'Y'

Type: *Urban/*Rural

~~The Terrain is *Level Undulating / *Steep Mountainous~~

*Strike through if inapplicable.

*Specify the land actually surveyed or specify and land shown in the plan that
is not the subject of the survey.

Subdivision Certificate

I, Judith Portelli
*Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and*
Assessment Act 1979 have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.

Signature: J. Portelli

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 9 November 2012

Subdivision Certificate number: 12805

File number: DAP-10-2090

*Strike through inapplicable parts.

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate
public roads, public reserves and drainage reserves or create
easements, restrictions on the use of land and positive covenants

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC
ROAD

1. RIDGELINE DRIVE EXTENSION (20 WIDE)
2. HASTINGS STREET EXTENSION (16.6 WIDE)
3. BELLINGER STREET EXTENSION (16.6 WIDE)

Plans used in the preparation of survey/compilation

D.P. 1152464

D.P. 1156937

D.P. 1156939

D.P. 1162694

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

Surveyor's Reference:
1727-9

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



20.11.2012

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF LOT 1072 D.P. 1162694

DP1162693

Subdivision Certificate number: 12805.....

Date of Endorsement: 9/11/12.....

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT FOR SUPPORT 1.2 WIDE
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. RESTRICTION ON USE OF LAND
12. RESTRICTION ON USE OF LAND

SIGNED BY CARMEN LORRAINE OSBORNE AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION

SIGNATURE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1727-9

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



20.11.2012

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF LOT 1072 D.P. 1162694

DP1162693

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 12805.....

Date of Endorsement: 9/11/12.....

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
9101	28	PADDOCK	STREET	THE PONDS
9102	30	PADDOCK	STREET	THE PONDS
9103	43	HASTINGS	STREET	THE PONDS
9104	41	HASTINGS	STREET	THE PONDS
9105	39	HASTINGS	STREET	THE PONDS
9106	37	HASTINGS	STREET	THE PONDS
9107	35	HASTINGS	STREET	THE PONDS
9108	33	HASTINGS	STREET	THE PONDS
9109	31	HASTINGS	STREET	THE PONDS
9110	29	HASTINGS	STREET	THE PONDS
9111	27	HASTINGS	STREET	THE PONDS
9112	25	HASTINGS	STREET	THE PONDS
9113	23	BELLINGER	STREET	THE PONDS
9114	21	BELLINGER	STREET	THE PONDS
9115	28	BELLINGER	STREET	THE PONDS
9116	30	BELLINGER	STREET	THE PONDS
9117	17	HASTINGS	STREET	THE PONDS
9118	15	HASTINGS	STREET	THE PONDS
9119	13	HASTINGS	STREET	THE PONDS
9120	11	HASTINGS	STREET	THE PONDS
9121	9	HASTINGS	STREET	THE PONDS
9122	7	HASTINGS	STREET	THE PONDS
9123	5	HASTINGS	STREET	THE PONDS
9124	3	HASTINGS	STREET	THE PONDS
9125	111	RIVERBANK	DRIVE	THE PONDS
9126	113	RIVERBANK	DRIVE	THE PONDS
9127	115	RIVERBANK	DRIVE	THE PONDS
9128	4	HASTINGS	STREET	THE PONDS
9129	6	HASTINGS	STREET	THE PONDS
9130	8	HASTINGS	STREET	THE PONDS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1727-9

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



20.11.2012

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF LOT 1072 D.P. 1162694

DP1162693

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 12805

Date of Endorsement: 9/11/12

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
9131	10	HASTINGS	STREET	THE PONDS
9132	12	HASTINGS	STREET	THE PONDS
9133	14	HASTINGS	STREET	THE PONDS
9134	16	HASTINGS	STREET	THE PONDS
9135	32	BELLINGER	STREET	THE PONDS
9136	34	BELLINGER	STREET	THE PONDS
9137	36	BELLINGER	STREET	THE PONDS
9138	38	BELLINGER	STREET	THE PONDS
9139	40	BELLINGER	STREET	THE PONDS
9140	141	RIDGELINE	DRIVE	THE PONDS
9141	139	RIDGELINE	DRIVE	THE PONDS
9142	137	RIDGELINE	DRIVE	THE PONDS
9143	135	RIDGELINE	DRIVE	THE PONDS
9144	133	RIDGELINE	DRIVE	THE PONDS
9145	131	RIDGELINE	DRIVE	THE PONDS
9146	129	RIDGELINE	DRIVE	THE PONDS
9147	121	RIDGELINE	DRIVE	THE PONDS
9148	119	RIDGELINE	DRIVE	THE PONDS
9149	117	RIDGELINE	DRIVE	THE PONDS
9150		RESIDUE		
9151		RESIDUE		
SOURCE: BLACKTOWN CITY COUNCIL				

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1727-9

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.

Lengths are in Metres

Sheet 1 of 9 Sheets

Plan: **DP1162693**

Plan of Subdivision of Lot 1072
 D.P. 1162694 covered by Council's
 Subdivision Certificate No. **12805**

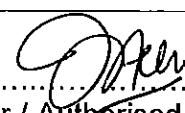
Full Name and address of Proprietor of land:	LANDCOM Level 2 330 Church Street PARRAMATTA NSW 2150
--	--

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	9104	9103
		9105	9103, 9104
		9106	9103, 9104, 9105
		9107	9103, 9104, 9105, 9106
		9108	9103, 9104, 9105, 9106, 9107
		9109	9103, 9104, 9105, 9106, 9107, 9108
		9110	9103, 9104, 9105, 9106, 9107, 9108, 9109
		9111	9103, 9104, 9105, 9106, 9107, 9108, 9109, 9110
		9112	9103, 9104, 9105, 9106, 9107, 9108, 9109, 9110, 9111
		9114	9103, 9104, 9105, 9106, 9107, 9108, 9109, 9110, 9111, 9112
		9115	9117, 9118, 9119

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer




Lengths are in Metres

Sheet 2 of 9 Sheets

Plan: **DP1162693**

Plan of Subdivision of Lot 1072
 D.P. 1162694 covered by Council's
 Subdivision Certificate No. ~~12605~~

Part 1 (cont)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.5 Wide	9117	9118, 9119
		9118	9119
		9121	9120
		9122	9120, 9121
		9123	9120, 9121, 9122
		9124	9120, 9121, 9122, 9123
		9125	9120, 9121, 9122, 9123, 9124
		9127	9140, 9141, 9142, 9143, 9144, 9145, 9146, 9147, 9148, 9149
		9141	9140
		9142	9140, 9141
		9143	9140, 9141, 9142
		9144	9140, 9141, 9142, 9143
		9145	9140, 9141, 9142, 9143, 9144
		9146	9140, 9141, 9142, 9143, 9144, 9145
		9148	9140, 9141, 9142, 9143, 9144, 9145, 9146, 9147
		9149	9140, 9141, 9142, 9143, 9144, 9145, 9146, 9147, 9148

APPROVED BY BLACKTOWN CITY COUNCIL


 General Manager / Authorised Officer

CHS

ePlan

Lengths are in Metres

Sheet 3 of 9 Sheets

Plan: **DP1162693**

Plan of Subdivision of Lot 1072
 D.P. 1162694 covered by Council's
 Subdivision Certificate No. 12805

Part 1 (cont)

	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 Support 1.2 Wide	9125	9124
3.	Easement for Padmount Substation 2.75 Wide	9116	Endeavour Energy
4.	Restriction on Use of Land	9116,9117	Endeavour Energy
5.	Restriction on Use of Land	9116,9117	Endeavour Energy
6.	Restriction on Use of Land	Lots 9105 to 9126 inclusive Lots 9130 to 9135 inclusive 9139, 9140, 9141, 9142	Blacktown City Council
7.	Restriction on Use of Land	Each lot 9101 to 9149 inclusive	Blacktown City Council
8.	Restriction on Use of Land	9104, 9105, 9106, 9107, 9108, 9109, 9110, 9111	Blacktown City Council
9.	Restriction on Use of Land	Each Lot 9101 to 9149 inclusive	Landcom
10.	Restriction on Use of Land	9147	Blacktown City Council
11.	Restriction on Use of Land	9150,9151	Blacktown City Council
12.	Restriction on Use of Land	Each Lot 9101 to 9149 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL


 General Manager / Authorised Officer 

Lengths are in Metres

Sheet 4 of 9 Sheets

Plan: **DP1162693**

Plan of Subdivision of Lot 1072
D.P. 1162694 covered by Council's
Subdivision Certificate No. 12805

Part 2

Name of Authority empowered to release vary or modify easement numbered 1 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

Full and free right and liberty for the Lot hereby benefited to have the retaining wall presently erected on the lot burdened as is marked "Easement for Support 1.2 Wide" on the abovementioned plan continued in such manner that any structure supported or to be supported in whole or in part thereby shall have the support of the whole or such retaining wall and the footings thereof.

Name of Authority empowered to release vary or modify easement numbered 2 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Name of Authority empowered to release vary or modify easement numbered 3 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

1. No building shall be erected or permitted to remain within the restriction site denoted 'H' on the abovementioned plans unless:
 - the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.
 - and the Owner provides the Authority Benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



Lengths are in Metres

Sheet 5 of 9 Sheets

Plan: **DP1162693**

Plan of Subdivision of Lot 1072
D.P. 1162694 covered by Council's
Subdivision Certificate No. 12805

Part 2 (cont)

3. Definitions

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

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

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

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'I' on the abovementioned plan
2. Definitions

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 6 in the plan is Blacktown City Council.

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.....
General Manager / Authorised Officer

CHD

Lengths are in Metres

Sheet 6 of 9 Sheets

Plan: **DP1162693**

Plan of Subdivision of Lot 1072
D.P. 1162694 covered by Council's
Subdivision Certificate No. 12805

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

No vehicular access to the lot hereby burdened shall be constructed unless a minimum of 1.5 metres clear from the edge of any 'in pavement' street tree planter box and achieve, to Blacktown City Council's satisfaction, the minimum clearance requirements from any services or stormwater drainage pits.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 7 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

No dwelling house shall be erected on the land burdened unless such a dwelling house has been designed in accordance with the provisions of Blacktown Development Control Plan 2006 – Part M, Section 5.4 "Integrated Housing" with the exception that no zero lot line walls will be permitted.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 8 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

- a) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
- b) No main building shall be erected on each burdened lot unless it has a garage. The garage shall have a minimum floor area of 16 square metres and be constructed of the same materials as the main building.
- c) No dwelling shall be erected on the lot hereby burdened unless in accordance with the Development controls for Dwelling Houses contained in Part M of Blacktown Development Control Plan 'Second Ponds Creek'.
- d) No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing element contained in Part M of Blacktown Development Control Plan "Second Ponds Creek".
- e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Landcom or its successors and

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



Lengths are in Metres

Sheet 7 of 9 Sheets

Plan: **DP1162693**

Plan of Subdivision of Lot 1072
D.P. 1162694 covered by Council's
Subdivision Certificate No. 12805

Part 2 (cont)

in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.

- f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

Name of Authority having the right to release, vary, or modify the terms of the restriction numbered 9 in the plan is Landcom for such period as it is the registered proprietor of any land benefited by this restriction. Thereafter, the power shall revert to the beneficiaries of this restriction.

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

Direct vehicular access to and/or from the lot hereby burdened is prohibited across that boundary as denoted below and in the abovementioned plan.

Lot Burdened	Boundary Denoted
9147	'J' – 'K' – 'L'

Name of Authority empowered to release vary or modify the terms of the restriction numbered 10 in the plan is Blacktown City Council

Terms of easement, profit à prendre, restriction or positive covenant numbered 11 in the plan.

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to construction of Road and Drainage Works, the provision of Lot Fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown Council Development Control Plan 2006 and suitability of the lot for any intended use.

Name of Authority empowered to release vary or modify restriction numbered 11 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer



Lengths are in Metres

Sheet 8 of 9 Sheets

Plan: **DP1162693**

Plan of Subdivision of Lot 1072
D.P. 1162694 covered by Council's
Subdivision Certificate No. 12805

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan.

No building or structure shall be erected on the lot hereby burdened unless 25 MPa concrete is used for shallow footings and 32MPa concrete is used for concrete piers and swimming pools unless such concrete is designed and certified by a Chartered Professional Engineer.

Name of Authority empowered to release vary or modify restriction numbered 12 in the plan is Blacktown City Council.

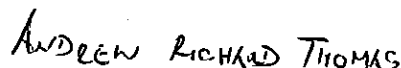
SIGNED by me, CARMEN LORRAINE OSBORNE)
as Delegate of **LANDCOM** who hereby declares)
that she has no notice of the revocation of such)
delegation in the presence of)



LANDCOM
by its Delegate



Signature of WITNESS



Name of Witness (BLOCK LETTERS)

100 WHARF ROAD

MELBOURNE PARK NSW 2116

Address of Witness



Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL


General Manager / Authorised Officer

Lengths are in Metres

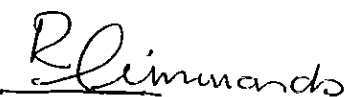
Sheet 9 of 9 Sheets

Plan: **DP1162693**

Plan of Subdivision of Lot 1072
D.P. 1162694 covered by Council's
Subdivision Certificate No. **12805**

Part 2 (cont)

 Signed on behalf of)
Endeavour Energy)
ABN 59 253 130 878)
by its Attorney pursuant to)
Power of Attorney Book ~~4643~~ No. ~~641~~)
in the presence of: ~~4640~~ 572)



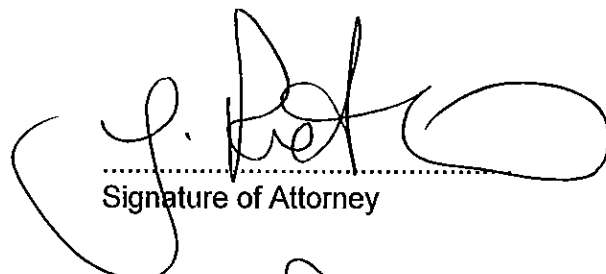
Signature of WITNESS

RAYMOND SIMMONS

Name of Witness (BLOCK LETTERS)

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Reference: URS12567



Signature of Attorney

Geoff Riethmuller

Name of Attorney

Network Property Mgr

Position

Date of Execution: 7-11-2012

REGISTERED



20.11.2012

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer

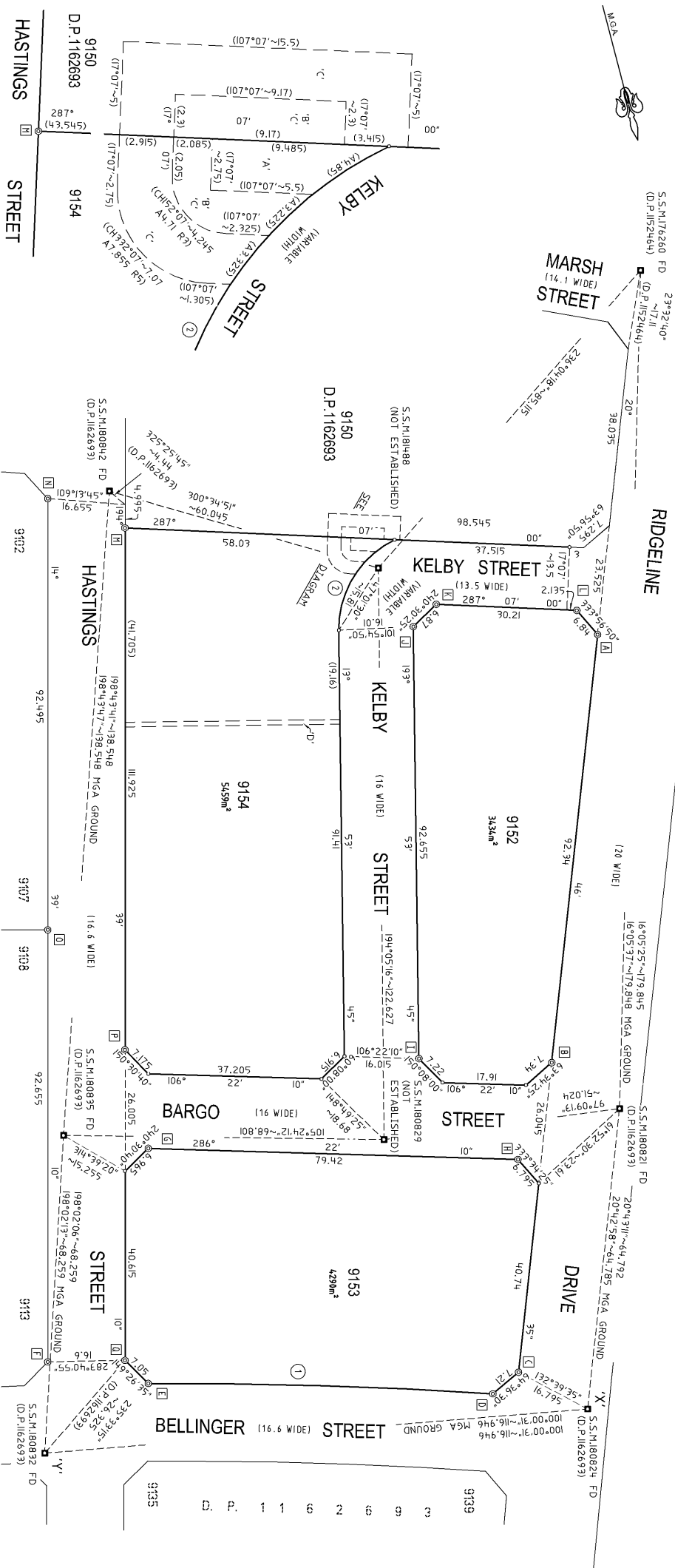


SCHEDULE OF REFERENCE MARKS	
CR.	DESCRIPTION
A	63°51'30" D.H. & W.S. FD (D.P. 1162693)
B	138°47'05" 4.815 & 17.58 D.H. & W.S. M. 180821
C	132°39'35" 4.42 & 16.195 D.H. & W.S. M. 180824 FD (D.P. 1162693)
D	198°00'05" 3.33 & 13.145 D.H. & W.S. FD (D.P. 1162693)
E	250°43'00" 4.395 D.H. & W.S. FD (D.P. 1162693)
F	198°43'05" 13.305 D.H. & W.S. FD (D.P. 1162693)
G	198°31'00" 6.89 & 19.63 D.H. & W.S. FD & S.S.M. 180832 FD (D.P. 1162693)
H	3°22'50" 3.31 & 13.195 D.H. & W.S. M. 180829
I	18°57'00" 3.365 & 12.5 D.H. & W.S. M. 180829
J	218°05'50" 5.3 & 18.95 D.H. & W.S. M. 180829
K	300°57'00" 3.615 & 12.79 D.H. & W.S. M. 181488
L	316°43'35" 4.93 & 14.7 D.H. & W.S. M. 181488
M	16°14'55" 3.32 & 12.52 D.H. & W.S. M. 181488
N	287°06'35" 13.275 D.H. & W.S. M. 181488
O	97°53'30" 3.35 & 13.335 D.H. & W.S. FD & S.S.M. 180842 FD (D.P. 1162693)
P	86°43'25" 3.52 & 13.82 D.H. & W.S. FD (D.P. 1162693)
Q	264°56'10" 3.57 & 14.005 D.H. & W.S. M. 180842
R	235°33'15" 4.2 D.H. & W.S. M. 180842

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)			
M.G.A. COORDINATES			
MARK	EASTING	NORTHING	ZONE CLASS ORDER
S.S.M. 176260	305 402 666	6 267 991 139	56 C
S.S.M. 180821	305 402 524	6 268 163 948	56 C
S.S.M. 180824	305 425 442	6 268 224 547	56 C
S.S.M. 180832	305 590 414	6 268 204 221	56 C
S.S.M. 180833	305 589 418	6 268 193 313	56 C
S.S.M. 180842	305 524 981	6 268 008 095	56 C

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35 (1)(b)			
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS PLACED & NOT ESTABLISHED			
M.G.A. COORDINATES			
MARK	EASTING	NORTHING	ZONE CLASS ORDER
S.S.M. 180829	305 503 2	6 268 157 5	56 U
S.S.M. 181488	305 423 4	6 268 038 6	56 U

SCHEDULE OF CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	POLYUS
1	106°22'05"	74.01	74.025	1072
2	46°28'15"	22.88	24.16	21.25



SCALE 1:500
DIAGRAM

'A' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
'B' - RESTRICTION ON USE OF LAND NO. 3
'C' - RESTRICTION ON USE OF LAND NO. 4
'D' - EASEMENT FOR UNDERGROUND CABLES 1 WIDE

Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 25 FEBRUARY 2013
Surveyor's Ref: 96-1291
PLAN OF
SUBDIVISION OF LOT 9151 D.P. 1162693
& RESTRICTIONS WITHIN LOT 9150
D.P. 1162693

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12879
Lengths are in metres. Rounding: 1: 800

Registered
17/9/2013

DP1179335

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:



17.9.2013

Title System: TORRENS

Purpose: SUBDIVISION

DP1179335

PLAN OF

SUBDIVISION OF LOT 9151 D.P.1162693
& RESTRICTIONS WITHIN LOT 9150
D.P.1162693

LGA: BLACKTOWN

Locality: THE PONDS

Parish: GIDLEY

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in
approving this plan certify that all necessary approvals in regard to the
allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Survey Certificate

I, ANDREW RICHARD THOMAS

of CRAIG & RHODES PTY LTD

a surveyor registered under the *Surveying and Spatial Information Act*
2002, certify that:*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on 25 FEBRUARY 2013~~*(b) The part of the land shown in the plan (*being/*excluding A~~~~was surveyed in accordance with the *Surveying and Spatial*
Information Regulation 2012, is accurate and the survey was
completed on, ... the part not surveyed was compiled
in accordance with that regulation.~~~~*(c) The land shown in the plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.~~Signature *Andrew R Thomas* Dated: 28/02/2013

Surveyor ID: 247

Datum Line: 'X - Y'

Type: *Urban/*Rural-

The Terrain is *Level Undulating / *Steep Mountainous

*Strike through if inapplicable.

*Specify the land actually surveyed or specify and land shown in the plan that
is not the subject of the survey.

Subdivision Certificate

I, *Judith Portelli**Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and*
Assessment Act 1979 have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.Signature: *J Portelli*

Accreditation number: NTA

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 17 MAY 2013

Subdivision Certificate number: 12879

File number: DAP-12-1304

*Strike through inapplicable parts.

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate
public roads, public reserves and drainage reserves or create
easements, restrictions on the use of land and positive covenantsIT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC
ROAD :

1. KELBY STREET (13.5 WIDE, 16 WIDE & VARIABLE)
2. BARGO STREET (16 WIDE)

Plans used in the preparation of survey/compilation-
D.P. 1162693

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6ASurveyor's Reference:
96-12-91

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:



17.9.2013

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF LOT 9151 D.P.1162693

& RESTRICTIONS WITHIN LOT 9150

D.P.1162693

DP1179335

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 12879

Date of Endorsement: 17/5/13

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN
TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:-

1. EASEMENT FOR UNDERGROUND CABLES 1 WIDE
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
3. RESTRICTION ON USE OF LAND
4. RESTRICTION ON USE OF LAND
5. RESTRICTION ON USE OF LAND

SURVEYING & SPATIAL INFORMATION REGULATION 2012
CLAUSE 60(c)

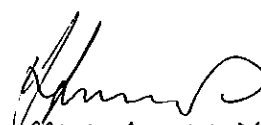
SCHEDULE OF LOTS & ADDRESSES

STREET ADDRESSES ARE NOT AVAILABLE

SOURCE: BLACKTOWN CITY COUNCIL

SIGNED BY CARMEN LORRAINE OSBORNE AS A DELEGATE OF
LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF
REVOCATION OF SUCH DELEGATION


SIGNATURE


DAVID APOSTOLIDIS
LV1 14, 60 STATION STREET.
PARRAMATTA NSW

If space is insufficient use additional annexure sheet

Surveyor's Reference: 96-12-91

ePlan

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

Lengths are in Metres

Sheet 1 of 5 Sheets

Plan: **DP1179335**

Plan of Subdivision of Lot 9151
 DP1162693 and Restrictions within Lot
 9150 DP1162693 covered by Council's
 Subdivision Certificate No. 12879

Full Name and address of Proprietor of land:	LANDCOM Level 14 60 Station Street PARRAMATTA NSW 2150
--	---

Part 1

	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 Underground Cables 1 Wide	9154	Endeavour Energy
2.	Easement for Padmount Substation 2.75 Wide	9154	Endeavour Energy
3.	Restriction on Use of Land	9154, 9150/1162693	Endeavour Energy
4.	Restriction on Use of Land	9154, 9150/1162693	Endeavour Energy
5.	Restriction on Use of Land	9152, 9153, 9154	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer




ePlan

Lengths are in Metres

Sheet 2 of 5 Sheets

Plan: **DP1179335**

Plan of Subdivision of Lot 9151
DP1162693 and Restrictions within Lot
9150 DP1162693 covered by Council's
Subdivision Certificate No. 12879

Part 2

Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

An Easement for Underground Cables having terms as detailed in Memorandum No. 9262885 registered with the Land Titles Office, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Name of Authority empowered to release vary or modify easement numbered 1 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.

An Easement for Padmount Substation having terms as detailed in Memorandum No. 9262886 registered with the Land Titles Office, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Name of Authority empowered to release vary or modify easement numbered 2 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

1. No building shall be erected or permitted to remain within the restriction site denoted 'B' on the abovementioned plans unless:
the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating.
and the Owner provides the Authority Benefited with an engineer's certificate to this effect.
2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



ePlan

Lengths are in Metres

Sheet 3 of 5 Sheets

Plan: **DP1179335**

Plan of Subdivision of Lot 9151
DP1162693 and Restrictions within Lot
9150 DP1162693 covered by Council's
Subdivision Certificate No. 12879

Part 2 (cont)

3. Definitions

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

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

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

Name of Authority empowered to release vary or modify restriction numbered 3 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'C' on the abovementioned plan

2. Definitions

"erect" includes construct, install, build and maintain

"restriction site" means that part of the lot burdened subject to the restriction on the use of land.

Name of Authority empowered to release vary or modify restriction numbered 4 in the plan is Endeavour Energy.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

No further development of the lot burdened is to take place unless it is approved by Development Consent. Such approval is likely to require, but not be restricted to construction of Road and Drainage Works, the provision of Lot Fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown Council Development Control Plan 2006 and suitability of the lot for any intended use.

Name of Authority empowered to release vary or modify restriction numbered 5 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL

.....
General Manager / Authorised Officer



ePlan

Lengths are in Metres

Sheet 4 of 5 Sheets

Plan: **DP1179335**

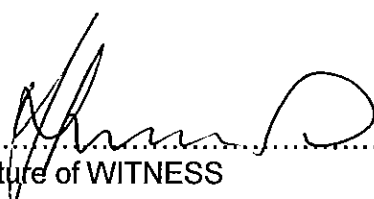
Plan of Subdivision of Lot 9151
DP1162693 and Restrictions within Lot
9150 DP1162693 covered by Council's
Subdivision Certificate No. 12879

Part 2 (cont)

SIGNED by me, CARMEN LORRAINE OSBORNE)
as Delegate of **LANDCOM** who hereby declares)
that she has no notice of the revocation of such)
delegation in the presence of)



LANDCOM
by its Delegate


.....
Signature of WITNESS

DAVID APOSTOLIDIS
.....
Name of Witness (BLOCK LETTERS)

Lvl 14, 60 STATION STREET
.....
Address of Witness PARRAMATTA, NSW

21st MAY 2013
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL


.....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

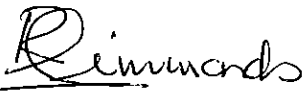
Sheet 5 of 5 Sheets

Plan: **DP1179335**

Plan of Subdivision of Lot 9151
DP1162693 and Restrictions within Lot
9150 DP1162693 covered by Council's
Subdivision Certificate No.

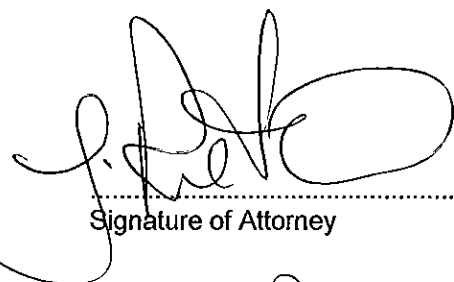
Part 2 (cont)


Signed on behalf of
Endeavour Energy
ABN 59 253 130 878
by its Attorney pursuant to
Power of Attorney Book ~~4613~~ No. ~~644~~
in the presence of: ~~4640~~ 572


Signature of WITNESS

RAYMOND SIMMONDS
Name of Witness (BLOCK LETTERS)

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148


Signature of Attorney

Geoff Riethmuller
Name of Attorney

Network Property Mgr
Position

Date of Execution: **21-3-2013**

Reference: **URS 13681**

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer

REGISTERED



17.9.2013

chd

Planning certificate



Section 10.7 (2) and (5)

We have prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 2 of the Environmental Planning and Assessment Regulation 2021.

Applicant details

INFOTRACK PTY LTD
GPO BOX 4029
SYDNEY

Your reference 240889

Certificate details

Certificate no. PL2024/12310

Fee

Date issued 27 September 2024

Urgency fee N/A

Receipt no D005428197

Property information

Property ID 364539

Land ID 364539

Legal description LOT 9404 DP 1182637

Address 14 KELBY STREET THE PONDS NSW 2769

County CUMBERLAND

Parish GIDLEY

Within this certificate, we have included references to websites where you may find additional information. If you still require assistance on any matter covered by this certificate, please contact us on 02 5300 6000 or at s10.7certificates@blacktown.nsw.gov.au

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

Notice on the NSW Government's review of State Environmental Planning Policies

This note only applies to land affected by one or more of the following State Environmental Planning Policies (SEPPs), which were repealed on 1 March 2022.

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- State Environmental Planning Policy (State Significant Precincts) 2005
- Sydney Regional Environmental Plan No 30—St Marys
- State Environmental Planning Policy (Western Sydney Parklands) 2009
- State Environmental Planning Policy (Western Sydney Employment Area) 2009
- State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

From 1 March 2022, the following State Environmental Planning Policies apply as follows:

- State Environmental Planning Policy (Precincts – Central River City) 2021 applies where:
 - Appendix 3, 4, 6, 7 or 12 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
 - Appendix 7 or 10 of repealed State Environmental Planning Policy (State Significant Precincts) 2005 applied.
- State Environmental Planning Policy (Precincts – Western Parklands City) 2021 applies where:
 - Appendix 5 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
 - Sydney Regional Environmental Plan No 30—St Marys applied.
 - State Environmental Planning Policy (Western Sydney Parklands) 2009 applied.
 - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.
- State Environmental Planning Policy (Industry and Employment) 2021 applies where:
 - State Environmental Planning Policy (Western Sydney Employment Area) 2009 applied.

Any reference to repealed SEPPs listed above in this Certificate means either of the SEPPs identified above.

Note that the content of the repealed SEPPs has been transferred and has not changed.

Employment Land Zones Reforms

From 26 April 2023, *State Environmental Planning Policy Amendment (Land Use Zones) 2022 (829)* applies.

Employment zones commence for land that is affected by Blacktown Local Environmental Plan 2015 on 26 April 2023.

From 26 April 2023, in a document (other than a State Environmental Planning Policy) a reference to a former zone under an environmental planning instrument is taken to include a reference to a new zone under the environmental planning instrument.

To determine the new zone for previously zoned Business and Industrial zoned land please refer to the published equivalent zones tables. <https://www.planning.nsw.gov.au/-/media/Files/DPE/Plans-and-policies/Policy-and-legislation/Planning-reforms/equivalent-zones-tables-per-lep.pdf?la=en>

The Department of Planning and Environment is currently reviewing the translation of employment zones for land that is zoned under a State Environmental Planning Policy.

Section 10.7 (2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

1. Relevant planning instruments and development control plans

1.1 Environmental planning instruments

The following environmental planning instruments apply to the carrying out of development on the land:

Blacktown Local Environmental Plan 2015 applies to the subject land.

Attachment 1 contains a list of State Environmental Planning Policies that **may** apply to the carrying out of development on the subject land.

1.2 Development control plans

The following development control plans apply to the carrying out of development on the land:

Blacktown Development Control Plan 2015 applies to the subject land.

Blacktown City Council Growth Centre Precincts Development Control Plan 2010 (Growth Centres DCP 2010) applies to the subject site.

The Growth Centres DCP 2010 applies to land where either of these State Environmental Planning Policies (SEPPs) apply: SEPP (Precincts - Central River City) 2021 or SEPP (Precincts - Western Parkland City) 2021 (formerly zoned under SEPP Sydney Region Growth Centres) 2006.

The Growth Centres DCP 2010 includes Schedules that contain additional development controls for the Precinct that the site is contained in. Refer to the relevant Schedule for those additional controls.

Note that Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies, except where specifically referred to in one of the above SEPPs or in the Growth Centres DCP 2010.

1.3 Proposed environmental planning instruments

The following proposed environmental planning instruments apply to the carrying out of development on the land. They are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*:

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For more information refer to <https://www.planningportal.nsw.gov.au/draftplans>.

- State Environmental Planning Policy (Sustainable Buildings) 2022

On 29 August 2022, the NSW Government announced changes to the BASIX standards as part of the new this new policy, which will come into effect on 1 October 2023.

- Review of Clause 4.6

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then State Environmental Planning Policy (State and Regional Development)

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then Infrastructure State Environmental Planning Policy

The then NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006. The Department of Planning has indicated that this matter is currently under consideration.

- Proposed State Environmental Planning Policy (Environment)

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. The Department of Planning has indicated that this matter is currently under consideration.

1.4 Proposed development control plans

There are no proposed development control plans which apply to the carrying out of development on the land.

2. Zoning and land use under relevant environmental planning instruments

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Zoning

The following is the name(s) of the zone(s) under the environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

Zone R3 Medium Density Residential

The following is an extract from Blacktown Local Environmental Plan 2015 outlining the types of development that may or may not be carried out in the above zone

1 Objectives of zone

- *To provide for the housing needs of the community within a medium density residential environment.*
- *To provide a variety of housing types within a medium density residential environment.*
- *To enable other land uses that provide facilities or services to meet the day to day needs of residents.*
- *To enable certain activities to be carried out within the zone that do not adversely affect the amenity of the neighbourhood.*

2 Permitted without consent

Nil

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home occupations; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Veterinary hospitals, Water reticulation systems

4 Prohibited

Pond-based aquaculture Any development not specified in item 2 or 3

2.2 Zoning under draft Environmental Planning Instruments

The following is the name(s) of the zone(s) under the draft environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

There is no zoning proposed under a draft environmental planning instruments that applies to the land

2.3 Additional permitted uses

The following outlines whether any additional permitted uses apply to the land:

Additional permitted uses may apply to the subject land in line with the following table. Note that section 1.1 of this Planning Certificate outlines if any of the below environmental planning instruments apply.

For more information, please refer to the relevant environmental planning instruments on the NSW Legislation website <https://legislation.nsw.gov.au/>.

Environmental planning instrument	Provisions - Additional permitted uses
Blacktown Local Environmental Plan 2015	Applies to certain land as outlined in clause 2.5.
State Environmental Planning Policy (Precincts—Central River City) 2021	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex Avenue and Riverstone Precinct Plan, Area 20 Precinct Plan, Schofields Precinct Plan, and Blacktown Growth Centres Precinct Plan.
State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Applies to land in the Rouse Hill Regional Park, and to certain land in Marsden Park Industrial Precinct Plan.
State Environmental Planning Policy (Industry and Employment) 2021	Applies to certain land in the western Sydney employment area.

2.4 Minimum land dimensions for the erection of a dwelling house

The following outlines whether development standards apply to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

There are no minimum land dimensions for the erection of a dwelling house that apply to land under Blacktown Local Environmental Plan 2015. Dwelling outcomes are controlled by other mechanisms. Refer to Blacktown Local Environmental Plan 2015 for relevant development standards for minimum subdivision lot size, and Blacktown Development Control Plan 2015 for relevant development controls that apply.

The minimum land dimensions for the erection of a dwelling house located in the Sydney region growth centres and affected by State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021 is found in Part 4, Principal development standards of the relevant appendix.

For land affected by Chapter 6 St Marys of State Environmental Planning Policy (Precincts – Western Parkland City) 2021, the minimum land dimensions for a dwelling house are controlled by the St Marys Eastern Precinct and Ropes Creek Precinct Plans.

For more information, please access the relevant environmental planning instrument listed above at the NSW Legislation website: <https://legislation.nsw.gov.au/>

2.5 Biodiversity

The following outlines where the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Refer to the Department of Planning and Environment's online tool, which outlines if the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*. The tool is located at:

<https://www.lmbc.nsw.gov.au/Maps/index.html?viewer=BOSETMap>

2.6 Conservation area

The following outlines whether the land is in a conservation area:

- a) Priority Conservation Land in the Blacktown local government area is generally located in the following locations:
 - Bushland surrounding Prospect Reservoir, Prospect
 - Plumpton Park, Plumpton
 - Nurragingy Reserve, in Doonside/Rooty Hill/Glendenning
 - Doctor Charles McKay Reserve, Mount Druitt
 - Land adjoining Ropes Creek in Mount Druitt, Minchinbury and Eastern Creek
 - Shanes Park woodland
 - Wianamatta Regional Park, Ropes Crossing
 - Bushland in Angus bounded generally by Walker Parade, Park Road, Charlotte Street, Robert Street, Ben Street and Penprase Street
 - Bushland in Colebee to the north of the Westlink M7 and south of Sugarloaf Crescent, Colebee.
- b) The Cumberland Plain Conservation Plan may apply to the site. Under the plan, there is land that is specified as 'certified urban capable land' where certain controls apply. There is also land specified as 'certified major transport corridor'.

The areas where the plan applies are:

- for 'certified urban capable land', certain land in the suburbs of Mount Druitt and Rooty Hill.
- for 'certified major transport corridors', the future Westlink M7 extension corridor generally to the north of Hassall Grove, Bidwill, Shalvey and Willmot, and through the Wianamatta Regional Park to the west of Ropes Crossing.

More information on land is affected by the Cumberland Plain Conservation Plan can be found on the Department of Planning and Environment website:

<https://www.planning.nsw.gov.au/Policy-and-Legislation/Strategic-conservation-planning/Cumberland-Plain-Conservation-Plan/Planning-controls>

The Cumberland Plain Conservation Plan spatial viewer that visually shows the affected areas is also available online at:

https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP_View

2.7 Heritage

The following outlines where an item of environmental heritage, or proposed environmental heritage item, is located on the land:

The subject land is not affected by an item of environmental heritage or a proposed environmental heritage item.

3. Contributions plans

3.1 Contribution plans

The following outlines the name of each contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 1 applying to the land:

Contributions Plan No. 1 - 1980s Release Areas applies to the subject land.
Contributions Plan No. 5 - Parklea Release Area applies to the subject land.

3.2 Draft contributions plans

The following outlines the name of each draft contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

Refer to Contributions plans section above to determine if any draft contributions apply.

3.3 Special contributions

The following outlines if the land is in a special contributions area under the *Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

The land may be in a Special Contribution Area as described below.

Land in the Growth Centres that are zoned under State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021, as specified in section 1.1 of this Planning Certificate, is in a Special Contribution Area, and will incur a Special Infrastructure Contribution.

You can find the map and other relevant information on the Special Contribution Area on the Department of Planning and Environment's website:

<https://www.planning.nsw.gov.au/Plans-for-your-area/Infrastructure-funding/Special-Infrastructure-Contributions/Western-Sydney-Growth-Area-SIC>

An interactive map is on the ePlanning Spatial Viewer under Layers > Development Control > Special Infrastructure Contributions at:

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>

4. Complying development

4.1 Where complying development codes apply

The following outlines if the land is land on which complying development may be carried out under each of the development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if complying development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, available at:

www.legislation.nsw.gov.au

4.2 Variations to complying development codes

The following outlines if the complying development codes are varied under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The complying development codes are not varied for the subject land under Schedule 3 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5. Exempt development

5.1 Where exempt development codes apply

The following outlines if the land is on land on which exempt development may be carried out under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if exempt development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 available at: www.legislation.nsw.gov.au

5.2 Variations to exempt development codes

The following outlines if the exempt development codes are varied, under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The exempt development codes are not varied for the subject land under Schedule 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. Affected building notices and building product rectification orders

6.1 Affected building notice in force

The following outlines if Council is aware of any affected building notice in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building notice in force for the subject land.

6.2 Affected building rectification order in force

The following outlines if Council is aware of any affected building product rectification order in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building product rectification order in force for the subject land.

6.3 Affected building rectification order – notice of intent

The following outlines if Council is aware of any outstanding notice of intention to make a building product rectification order for the subject land:

As at the date of this Planning Certificate, Council is not aware of any outstanding notice of intention to make a building product rectification order for the subject land.

7. Land reserved for acquisition

7.1 Current provisions

The following outlines whether an environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

The land may be reserved for acquisition by an authority of the state. It is reserved where it is located on the Land Reservation Acquisition map. This is an interactive map and can be found on the ePlanning Spatial Viewer under Layers > Principal Planning Layers > Land Reservation Acquisition Map at: <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

There are also Land reservation acquisition maps under each of the following environmental planning instruments, which can be accessed on the NSW Legislation website at: <https://legislation.nsw.gov.au/>

- Blacktown Local Environmental Plan 2015
- State Environmental Planning Policy (Precincts—Central River City) 2021
- State Environmental Planning Policy (Precincts—Western Parkland City) 2021
- State Environmental Planning Policy (Industry and Employment) 2021 (but only where the site is in the Western Sydney employment area, as specified in Chapter 2).

Note that section 1.1 of this Planning Certificate outlines if any of the above environmental planning instruments apply.

7.2 Draft provisions

The following outlines whether a draft environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

A draft environmental planning instrument referred to in section 1 of this certificate may make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. Road widening and road realignment

The following outlines whether the land is affected by road widening or road realignment.

8.1 The Roads Act 1993 Part 3 Division 2

The subject land is not affected by road widening or road realignment under the Roads Act 1993 Part 3 Division 2.

8.2 An environmental planning instrument

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

8.3 A resolution of the Council

The subject land is not affected by road widening or road realignment under any resolution of the Council.

9. Flood related development controls

The following outlines:

- 9.1** If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes/**No**

- 9.2** If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Yes/**No**

- 9.3** The flooding precincts are shown on Maps online, within the layer titled “Flooding Precincts”.

A link to this map can be found here: <https://www.blacktown.nsw.gov.au/Plan-build/Stage-2-plans-and-guidelines/Online-planning-tools/BLEP-2015-Maps-online>

They are based on results of engineering flood studies commissioned by Council or other government authorities. The information provided in this section is general advice based on results of engineering flood studies commissioned by Council or other government authorities. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

Adoption - Local Overland Flow Flood Study

On 22 May 2024, Council adopted the Blacktown Overland Flow Flood Study. The updated overland flow flood maps can be viewed here: <https://blacktown.macrogis.com.au/flood/>

Please be advised also that over time, the information on any section 10.7 planning certificate issued for land will be updated to reflect the updated overland flow affectation for that land, as adopted by Council on 22 May 2024.

Further information can be found here: <https://www.blacktown.nsw.gov.au/Our-environment/Waterways/Flooding-in-the-Blacktown-local-government-area/Flood-studies>

10. Council and other public authority policies on hazard risk restrictions

The following outlines whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

10.1 Land slip

Council does not have an adopted policy that restricts the development of the land because of the likelihood of land slip.

10.2 Bush fire

Council does not have an adopted policy that restricts the development of the land because of the likelihood of bush fire.

The Rural Fire Services' 'Planning for Bush Fire Protection 2019' provides development standards for designing and building on bush fire prone land in New South Wales. The document is available on the Rural Fire Service's website at:

<https://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area/planning-for-bush-fire-protection>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to bush fire that are to be considered, where applicable.

10.3 Tidal inundation

Council does not have an adopted policy that restricts the development of the land because of the likelihood of tidal inundation.

10.4 Subsidence

Council does not have an adopted policy that restricts the development of the land because of the likelihood of subsidence.

10.5 Acid sulfate soils

Council does not have an adopted policy that restricts the development of the land because of the likelihood of acid sulfate soils.

10.6 Contamination

Council does not have an adopted policy that restricts the development of the land because of the likelihood of contamination.

Chapter 4, Remediation of land of the State Environmental Planning Policy (Resilience and Hazards) 2021 sets out provisions in relation to contamination. The document is available on the NSW Legislation website at: <https://legislation.nsw.gov.au/>.

Contaminated land planning guidelines are also available on the Environment Protection Authority's (EPA) website at <https://www.epa.nsw.gov.au/-/media/epa/corporate-site/resources/clm/managing-contaminated-land-guidelines-remediation.pdf>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to contamination that are to be considered, where applicable.

10.7 Aircraft noise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of aircraft noise.

10.8 Salinity

Council does not have an adopted policy that restricts the development of the land because of the likelihood of salinity.

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to salinity.

10.9 Coastal hazards

Council does not have an adopted policy that restricts the development of the land because of the likelihood of coastal hazards.

10.10 Sea level rise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of sea level rise.

10.11 Other risks

Council has adopted an Asbestos Policy which may restrict development on the subject land. The Asbestos policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. The policy is available on Council's website: www.blacktown.nsw.gov.au

The Policy should be considered in the context of any other relevant NSW legislation and guidelines.

11. Bushfire prone land

The following outlines if any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*:

The subject land is identified on Council's Bush Fire Prone Land Map as being clear of any bushfire prone land.

12. Loose-fill asbestos insulation

The following outlines if the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division:

As at the date of this Planning Certificate, the land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading on 13 32 20 or visit the website for more information at <https://www.fairtrading.nsw.gov.au/>

13. Mine subsidence

The land is not in an area proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14. Paper subdivision information

14.1 Development plan adopted

The following outlines whether a development plan has been adopted by a relevant authority that applies to the land:

The land is not subject to a development plan adopted by a relevant authority.

14.2 Development plan adopted – subject to ballot

The following outlines whether a development plan has been adopted by a relevant authority that is proposed to be subject to a ballot, and if so, the name of the plan:

The land is not subject to a development plan that has been adopted by a relevant authority that is proposed to be subject to a ballot.

14.3 Subdivision order

The following outlines if a subdivision order applies to the land, and if so, the date of the subdivision order:

The land is not subject to a subdivision order.

15. Property vegetation plans

There is no land in the local government area that is subject to an approved Property vegetation plan, which is in force under the Part 4 of the *Native Vegetation Act 2003*.

16. Biodiversity stewardship sites

The following outlines if the land is subject to a Biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*:

Council has not been notified that the land is subject to a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*.

17. Biodiversity certified land

The following outlines if the land is biodiversity certified land under the Part 8 of the *Biodiversity Conservation Act 2016*.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995*, that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

All or part of the land is biodiversity certified land under the Biodiversity Conservation Act 2016.

18. Orders under Trees (Disputes Between Neighbours) Act 2006

The following outlines whether Council has been notified of an order that has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land:

Council has not been notified of an order under the Act in respect of tree(s) on the land.
Council has not verified whether any order has been made of which it has not been notified.
The applicant should make its own enquiries in this regard if this is a matter of concern.

Trees (Disputes Between Neighbours) Act 2006 decisions by local government area can be found on the Land and Environment Court of New South Wales website at:

<https://www.lec.nsw.gov.au/lec/types-of-cases/class-2---tree-disputes-and-local-government-appeals/development-application-appeals/helpful-materials/merit-decisions-by-local-government-areas.html>

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

According to Council's records the owner (or previous owner) of the land **has not** consented in writing to the land being subject to annual charges for coastal protection services relating to existing coastal protection works (within the meaning of section 496B of the *Local Government Act 1993*).

20. Western Sydney Aerotropolis

The following outlines if, whether under Chapter 4 of the State Environmental Planning Policy (Precincts—Western Parkland City) 2021, the land is:

20.1 In a contour of 20 or greater, as shown on the Noise exposure contour map or Noise exposure forecast contour map

This does not apply to any land in the Blacktown local government area.

20.2 On the Lighting intensity and Wind shear map

This does not apply to any land in the Blacktown local government area.

20.3 On the Obstacle limitation surface map

The land may be shown on the Obstacle limitation surface map. This applies to some areas in the suburbs of Prospect (around Prospect Reservoir), Eastern Creek, Minchinbury, and small areas of Bungaribee and Mount Druitt. For more information refer to the Obstacle limitation surface map on the NSW Legislation website:

<https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/state-environmental-planning-policy-precincts-western-parkland-city-2021>

20.4 On the Public safety area map:

This does not apply to any land in the Blacktown local government area.

20.5 In the '3 kilometre' or '13 kilometre' wildlife buffer zone on the Wildlife buffer zone map:

The 3 kilometre wildlife buffer zone does not apply to any land in the Blacktown local government area.

The land may be in the '13 kilometre wildlife buffer zone' on the Wildlife buffer zone map. This applies primarily to some industrial areas of Eastern Creek and some parts of Minchinbury and Mount Druitt.

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone

<https://www.planningportal.nsw.gov.au/spatialviewer/#!/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

21. Development consent conditions for seniors housing

The following outlines whether or not Chapter 3, Part 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of that policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of seniors housing, a restriction to that effect may have been placed on the land title under section 88B of the [Conveyancing Act 1919](#). Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

22. Site compatibility certificates and development consent conditions for affordable rental housing

22.1 Site compatibility certificate

The following outlines whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land, and if so, the period for which the certificate is current. Note that a copy may be obtained from the Department of Planning and Environment where this applies. For more information, visit the planning portal at: <https://pp.planningportal.nsw.gov.au/SCC>

A site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate in relation to proposed development on the land, has not been issued.

22.2 SEPP Housing - conditions of consent

The following outlines if Chapter 2, Part 2, Division 1 or 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of that Policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the [Conveyancing Act 1919](#). Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

22.3 SEPP Affordable rental housing - conditions of consent

The following outlines if there are any conditions of a development consent in relation to land that are of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, and if so, the conditions:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the [Conveyancing Act 1919](#). Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

23. Matters under the Contaminated Land Management Act 1997, section 59(2)

23.1 Significant contamination

The following outlines if the land, or part of the land, to which this certificate relates, is significantly contaminated land at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of the land being significantly contaminated land. The NSW Environment Protection Authority's website records if the land is significantly contaminated land. For more information visit <https://www.epa.nsw.gov.au/>

23.2 Management order

The following outlines if the land to which this certificate relates is subject to a management order at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of a management order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a management order. For more information visit <https://www.epa.nsw.gov.au/>

23.3 Voluntary management proposal

The following outlines if the land is the subject of an approved voluntary management proposal at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of an approved voluntary management proposal applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a voluntary management proposal. For more information visit <https://www.epa.nsw.gov.au/>

23.4 Maintenance order

The following outlines if the land to which the certificate relates is subject to an ongoing maintenance order:

As at the date of this Planning Certificate, Council is not aware of an ongoing maintenance order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to an ongoing maintenance order. For more information visit <https://www.epa.nsw.gov.au/>

23.5 Site audit statement

The following outlines if the land to which the certificate relates is the subject of a site audit statement, and if a copy of such a statement has been provided at any time to Council:

- Council's records are currently incomplete in relation to this matter.
- If Council holds a copy of a Site Audit Statement (SAS) applying to the land, it will be found in the documents lodged with a development application for the land. If required, a copy of SAS related development application documents can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

Section 10.7(5)

The following information is provided under Section 10.7(5) of the *Environmental Planning & Assessment Act 1979*. As per section 10.7(6) of the Act, Council shall not incur any liability in respect of any advice provided in good faith under section 10.7(5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

1. Planning instruments and covenants

The provisions of any covenant, agreement or instrument applying to this land that restrict or prohibit certain development may be inconsistent with the provisions of an environmental planning instrument. In such cases, the provisions of any such covenant, agreement or instrument may be overridden.

2. Loose-filled asbestos insulation

Some residential homes located in the Blacktown local government area may potentially contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For more information contact NSW Fair Trading at: <https://www.fairtrading.nsw.gov.au/contact-us>

3. Asbestos containing materials

Older residential homes located in the Blacktown local government area may potentially be constructed with asbestos containing material, for example in the eaves, bathroom walls or external walls. Asbestos containing materials were phased out in the 1980s, but a total ban was not in effective until December 2003. NSW Government asbestos finder (<https://www.asbestos.nsw.gov.au/asbestos-locations>) has a database to assist in finding areas where asbestos containing materials have been used.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 2003, Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether asbestos containing material is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For more information contact SafeWork NSW at: <https://www.safework.nsw.gov.au/contact-us>

Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 1.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land.

State Environmental Planning Policy (Housing) 2021

The principles of this policy include to

- enable development of diverse housing types, including purpose-built rental housing
- encourage the development of housing that will meet the needs of housing that will meet the needs of low income, vulnerable and seniors and people with a disability
- ensure housing developments with reasonable level of amenity.

This policy is the consolidation of repealed policies including the Affordable Rental Housing SEPP (2009), Housing for Seniors SEPP (2004), SEPP No 21 Caravan Parks, SEPP 70 Affordable Housing.

Note that General savings provisions apply for the repealed instruments in line with Schedule 7 Savings and transitional provisions of the policy.

State Environmental Planning Policy (Building Sustainability Index (BASIX) 2004

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout NSW by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

On 29 August 2022, the Department of Planning and Environment announced changes to the BASIX standards as part of the new State Environmental Planning Policy (Sustainable Buildings) 2022, which will come into effect on 1 October 2023.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This policy is also known as the Codes SEPP and includes a number of codes that allow for certain types of development to be undertaken without the need for Council approval. They are known as either Exempt development or Complying development, which allows for approval under a fast-track system, if the relevant standards are met.

State Environmental Planning Policy No 65 - Design Quality of Apartments

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to Council on the merit of residential flat developments. A design review panel is not mandatory.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This policy contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application
- the land use planning and assessment framework for koala habitat
- provisions that establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray
- provisions seeking to protect and preserve bushland within public open space zones and reservations
- provisions which aim to prohibit canal estate development
- provisions to support the water quality objectives for the Sydney drinking water catchment
- provisions to protect the environment of the Hawkesbury-Nepean River system
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Industry and Employment) 2021

This policy contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Planning Systems) 2021

This policy:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Primary Production) 2021

This policy contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

State Environmental Planning Policy (Precincts - Central River City) 2021

This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Central River City. The Central River City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Western Parkland City.

The Western Parkland City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Resilience and Hazards) 2021

This policy contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the *Coastal Management Act 2016*
- to manage hazardous and offensive development
- that provide a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Resources and Energy) 2021

This policy contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW
- that aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area. It identifies land that contains extractive material of regional significance.

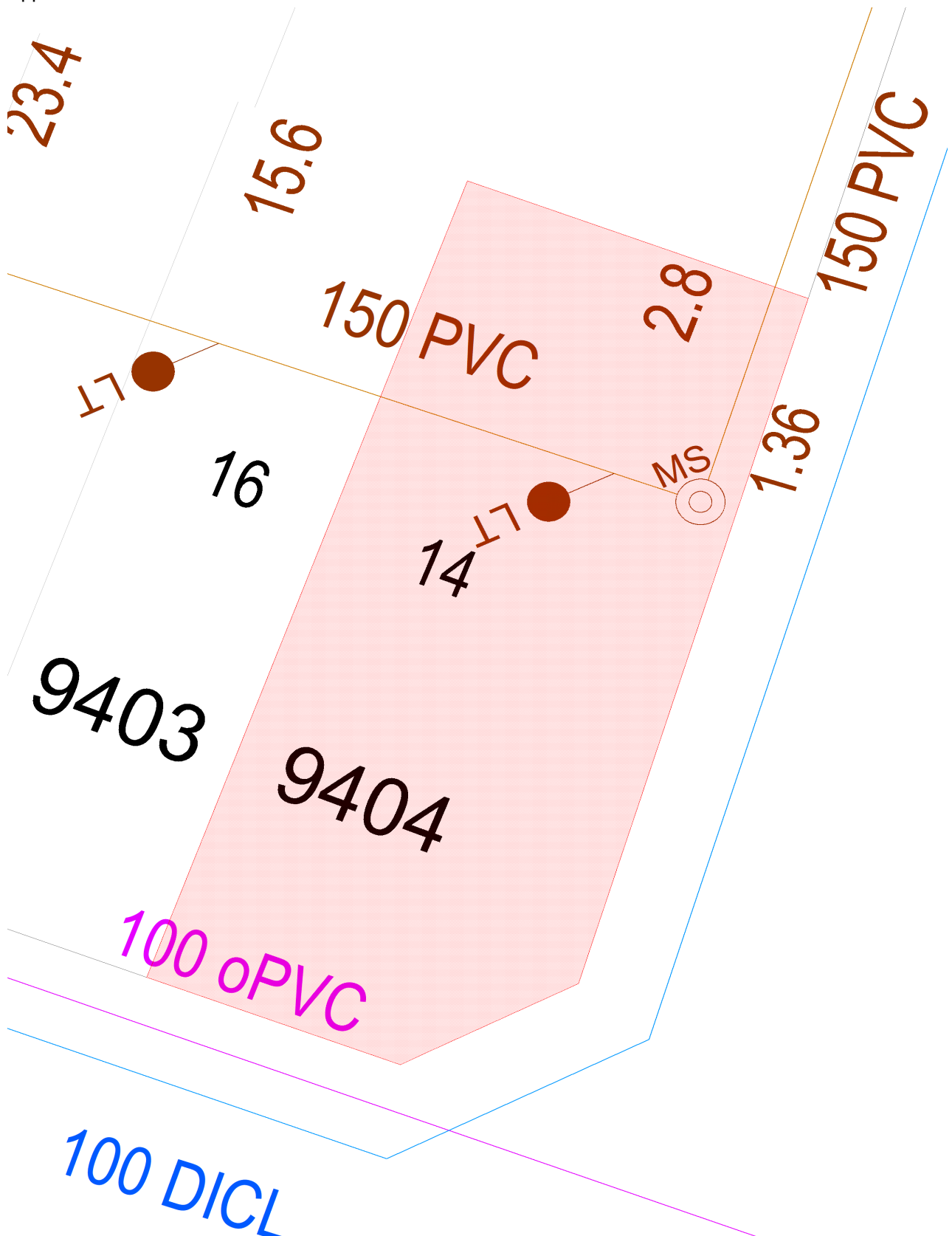
State Environmental Planning Policy (Transport and Infrastructure) 2021

This policy contains:

- planning provisions for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery
- planning provisions for child-care centres, schools, TAFEs and universities
- planning controls and reserves land for the protection of 3 transport corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line)
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

End of certificate

Service Location Print
Application Number: 8003759116



Document generated at 26-09-2024 08:02:16 AM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Sewer Service Diagram

Application Number: 8003759109

SEWERAGE SERVICE DIAGRAM															
MUNICIPALITY OF <u>BLACKTOWN</u>		SUBURB OF <u>THE PONDS</u>													
Lot No. <u>9404</u> House No.		STREET <u>KELBY STREET</u>													
		SSD <u>7025432</u> SCALE: <u>1:200</u>													
<table border="0" style="width: 100%; font-size: 0.8em;"> <tr> <th colspan="2" style="text-align: left;">INDICATES - DRAINAGE FITTINGS</th> <th colspan="2" style="text-align: left;">SYMBOLS AND ABBREVIATIONS</th> </tr> <tr> <td style="vertical-align: top;"> ■ Manhole □ Chr Chamber ⊗ LAMP ⊗ Boundary Trap ⊗ Inspection Shaft ⊗ Pjt Pit ⊗ G Grease Interceptor ⊗ TMS Terminal Maint. Shaft ⊗ MS Maintenance Shaft ⊗ Gully ⊗ Reflux Valve ⊗ Inspection opening ⊗ Vert Vertical Pipe ⊗ IP Induct Pipe ⊗ MF Micro Flap ⊗ RP Rodding Point ⊗ Sloped Junction ⊗ Vertical Junction ⊗ On back Junction </td> <td style="vertical-align: top;"> CO Clean out OV Vent Pipe Tr.(L) Trough laundry S Sink (kitchen) WC Water Closet Bth. Bath H H AAV Air Admittance Valve Bid Bidet Shr Shower DWM Dishwashing machine FW Floor waste gully CWM Clothes-washing machine BS Sink Bar LS Sink Laboratory LP Reducer </td> <td style="vertical-align: top;"> ⊗ ELEC. Pump Unit ⊗ Boundary Valve ⊗ Boundary Valve with PRV ⊗ Alarm Control Panel ⊗ LP Stop Valve ⊗ LP Air Valve ⊗ HSV Flow Monitor ⊗ Vacuum Chamber ⊗ Flushing Point </td> <td style="vertical-align: top;"> INDICATES - PLUMBING FIXTURES & OR FITTINGS INDICATES - PLUMBING ON MORE THAN ONE LEVEL </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> Licence No. <u>410031</u> Permit/COC No. Signature <u>[Signature]</u> </td> <td colspan="2" style="padding: 5px;"> Licence No. Permit/COC No. Signature Date <u>20-5-13</u> </td> </tr> </table>				INDICATES - DRAINAGE FITTINGS		SYMBOLS AND ABBREVIATIONS		■ Manhole □ Chr Chamber ⊗ LAMP ⊗ Boundary Trap ⊗ Inspection Shaft ⊗ Pjt Pit ⊗ G Grease Interceptor ⊗ TMS Terminal Maint. Shaft ⊗ MS Maintenance Shaft ⊗ Gully ⊗ Reflux Valve ⊗ Inspection opening ⊗ Vert Vertical Pipe ⊗ IP Induct Pipe ⊗ MF Micro Flap ⊗ RP Rodding Point ⊗ Sloped Junction ⊗ Vertical Junction ⊗ On back Junction	CO Clean out OV Vent Pipe Tr.(L) Trough laundry S Sink (kitchen) WC Water Closet Bth. Bath H H AAV Air Admittance Valve Bid Bidet Shr Shower DWM Dishwashing machine FW Floor waste gully CWM Clothes-washing machine BS Sink Bar LS Sink Laboratory LP Reducer	⊗ ELEC. Pump Unit ⊗ Boundary Valve ⊗ Boundary Valve with PRV ⊗ Alarm Control Panel ⊗ LP Stop Valve ⊗ LP Air Valve ⊗ HSV Flow Monitor ⊗ Vacuum Chamber ⊗ Flushing Point	INDICATES - PLUMBING FIXTURES & OR FITTINGS INDICATES - PLUMBING ON MORE THAN ONE LEVEL	Licence No. <u>410031</u> Permit/COC No. Signature <u>[Signature]</u>		Licence No. Permit/COC No. Signature Date <u>20-5-13</u>	
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IMPORTANT NOTE

This diagram was supplied by the plumber / drainer whose licence number appears on it. It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.

Nearest Cross Street

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Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.