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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		
co-agent		
Vendor	**Build Square Pty Ltd ATF Visa Hut Trust** **PO Box 219 Stanhope Gardens NSW 2768**	
vendor's solicitor	**Self acting** **PO Box 219 Stanhope Gardens NSW 2768**	**Phone:** 0404 011 560 **Email:** varugupta@yahoo.com **Reference: 2423**
date for completion	**21 days**	
land (address, plan details and title reference)	8 Glenbrook Street, The Ponds NSW 2769 **Lot 2423 in Deposited Plan 1184684**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or 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	☒ blinds	☒ dishwasher	☒ light fittings	☒ stove
	☒ built-in wardrobes	☒ fixed floor coverings	☒ range hood	☐ pool equipment
	☒ clothes line	☒ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions		
purchaser		
purchaser's solicitor		
price	$	
deposit	$	(10% of the price, unless otherwise stated)
balance	$	
contract date		(if not stated, the date this contract was made)
buyer's agent		

vendor	**GST AMOUNT** (optional) The price includes GST of: $	**witness**
purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares		**witness**

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3)	☒ NO	☐ yes
Proposed *electronic transaction* (clause 30)	☐ no	☒ YES

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 *RW payment* (residential withholding payment) ☐ NO ☐ yes (if yes, vendor must provide further details)

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: $

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

Amount purchaser must pay – price multiplied by the *RW 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):

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List of Documents

General

- ☒ 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 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☒ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 document relevant to off-the-plan sale

Other

- ☐ 58

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

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ADDITIONAL CLAUSES FOR CONTRACT FOR SALE OF LAND

32. INTERPRETATION

32.1 If any one or more of these clauses or any part thereof should be invalid, illegal or unenforceable in any respect, then the remaining provision(s) shall not be affected and such invalid clause shall be severed from this Contract.

32.2 If there is any conflict between these additional conditions and the printed conditions to this contract, these additional conditions shall prevail.

32.3 Words importing the singular or plural number include the plural or singular number respectively. Words importing one gender include all genders, and "person" includes a corporation.

32.4 References to laws or statutes include amendments or replacements of them.

32.5 Headings are for reference only and do not form the substance of this Contract.

33. VARIATIONS

The printed conditions (clauses 1 to 29 inclusive) of this contract are amended as follows:

(a) Clause 15 is deleted and replaced with the following clause 39;
(b) Clause 2.9 is deleted;
(c) in clause 16.5, the words "plus another 20% of that fee" are deleted;
(d) Clause 16.6 is amended by adding after the last word "provided that the uncleared Certificate is received 7 days prior to the date for settlement, otherwise the Purchaser must accept an undertaking that the Land Tax Certificate will be cleared within 14 days after settlement";
(e) Clause 3 is deleted in its entirety;
(f) Clause 4.1 - delete;
~~(g) Clause 4.5 is deleted;~~
(h) Clause 7.1.1 is deleted;
(i) Clause 7.2.4- delete the words "and the costs of the Purchaser".
(j) Clause 16.8 - the figure of $10 is deleted and replaced with $5.
(k) Clause 16.10 - add the words "provided no other agreement has been made between both parties".
(l) Printed Clause 18 is amended by adding the words "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
(m) Clause 28 - delete in its entirety.
(n) Any provision of this contract capable of continuing in force and effect following completion will continue in force and effect notwithstanding such completion.

34. PROPERTY

34.1 The Purchaser has satisfied itself in regard to any requirements which Blacktown Council may have in relation to the use of the Property.

34.2 The purchaser buys the property subject to any and all restrictions imposed by any relevant environmental planning instrument (and all other relevant planning controls) and is deemed to have satisfied itself as to the purposes for which the Property may be used in accordance with the requirements of all planning controls. However, the Vendor warrants that the Property is intended to be zoned for residential use on registration of the plan.

34.3 The Purchaser acknowledges that they intend to use the property for residential use only and agrees to reimburse the vendor for any loss the vendor may incur as a result of breach of this clause.

34.4 This clause 34 shall not merge on completion.

35. VENDOR DISCLOSURES

35.1 The Vendor discloses the following about services and service providers: -

a) The Vendor may be required to enter into arrangements with service providers including, but not limited to easements, restrictions on use or positive covenants.
b) It may be necessary to make changes to the Documents attached to this contract to meet the requirements of Authorities or service providers.

35.2 The Vendor discloses the following about Sydney Water's sewer:

a) The position of Sydney Water's sewer at the time of completion may not be as shown in the sewerage service diagram a copy of which is attached to this contract; and
b) The vendor cannot presently state what the exact position of Sydney Water's sewer will be at the time of completion.

35.3 The Purchaser may not make any requisition or any claim for compensation by reason of the existence or passage or non-existence or non-passage on or through the Property or nay adjoining property of mains, pipes, wires or connections of any gas, water, electricity, telephone or other system or service whether to the Property or any adjoining property or jointly to both or otherwise, and the Purchaser will take title subject thereto.

~~**36. SALE SUBJECT TO REGISTRATION OF PLAN OF SUBDIVISION & CONSTRUCTION**~~

~~36.1 The Property is shown in the draft plan of proposed subdivision, a copy of which is annexed to this contract, and completion is conditional on registration of the plan or such further and/or other plan by Land and Property Information (LPI).~~

~~36.2 The Purchaser may not make any requisition or claim to or in respect of:~~

~~a) Any minor variation as regards to the Property, as show in the plan and the similar or like parcel in the plan as finally registered, provided that any such minor variation has been required by LPI for the purposes of or in connection with registration of the proposed subdivision; or~~
~~b) Any minor variation or alteration which may be required by LPI in the size and/or location of any lot in the plan (other than the Property) for the purposes of or in connection with registration of the plan.~~

~~36.3 The Purchaser must serve the form of transfer within seven (7) days after the Vendor serves notice on the Purchaser of the registration of the plan.~~

~~36.4 The Vendor must at its own cost and expense prepares the plan and does all things reasonably necessary to achieve registration of the plan as expeditiously as possible.~~

~~36.5 For the purposes of this clause "minor" means less than 5% of an area or dimension.~~

~~36.6 If the plan has not been registered and the occupation certificate issued within 12 months from the date of this contract (sunset date), then either party may be notice in writing to the other but prior to actual such registration being effected and the occupation certificate being issued, rescind this Contract, whereupon the provisions of clause 19 shall apply. Notwithstanding, if registration of the plan or issue of the occupation certificate is delayed due to any cause beyond the Vendor's control, then the Vendor may serve notice on the Purchaser extending the date for registration for a period not longer than 6 months.~~

37. CLAIMS FOR COMPENSATION

37.1 "Claim" in this contract means pursuant to clause 6 and/or 7;

37.2 Any claim whether under clause 7 or otherwise is deemed to be a requisition for the purposes of clause 8.

38. DEATH OR LIQUIDATION

Notwithstanding any rule of law or equity to the contrary, if either party (or where either party includes more than one person or company, then any one of them) prior to completion:

(a) dies or becomes mentally ill, is declared bankrupt or enters into a scheme of arrangement with creditors, or;
(b) being a company resolves to go into liquidation or appoint a voluntary administrator or has a petition for its winding up presented or enters into a scheme or arrangement with creditors, or if a liquidator receiver official manager or voluntary administrator is appointed;

by notice in writing to the other party within 7 days.

~~**39. COMPLETION**~~

~~39.1 The completion date is the later of the following:~~

~~a) The 14th day after the date of service of an occupation certificate on the Purchaser or its representative; or~~
~~b) The 14th day after the Purchaser or its representative is notified that the strata plan is registered; or~~
~~c) The 42nd day after the date of this contract~~

40. PLACE FOR COMPLETION

Settlement of this matter shall take place wherever the Vendor's Mortgagee or Vendor's directs.

41. DAMAGES FOR DELAY IN COMPLETION BY PURCHASER

41.1 If completion does not occur on the completion date specified herein due to the fault of the Purchaser, the Purchaser shall pay to the Vendor on completion, interest calculated daily at the rate of 12% per annum on the balance of the purchase price payable under this Contract in respect of the period *(Interest Period)* commencing on the day following the completion date and ending on completion.

41.2 The Purchaser may not require the Vendor to complete this contract unless interest payable under the Contract is paid to the Vendor on completion. It is an essential term of this Contract that interest is paid.

41.3 Interest payable under this clause is a genuine pre-estimate of the costs that may be incurred by the Vendor should the Purchaser default in completing in accordance with this contract.

41.4 In addition to clause 41.1, the Purchaser must pay an additional $55.00 (GST inclusive) on settlement, to cover legal costs and other expenses incurred as a consequence of the delay.

42. VENDOR WARRANTIES

42.1 Should the Purchaser become entitled to rescind the contract due to the Vendor's breach of warranty prescribed by the *Conveyancing (Sale of Land Regulation) 2005,* then the vendor shall also be entitled to rescind the contract provided the right is exercised before the purchaser serves their notice of rescission on the vendor.

43. REAL ESTATE AGENT

43.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property directly or indirectly by any real estate agent or any other person other than the Vendor's agent or co-agent (if any) specified in this Contract.

43.2 The Purchaser indemnifies the Vendor against any successful claims, suits, demands and actions arising out of or as a consequence of a breach of this warranty.

43.3 This clause 43 shall not merge on completion.

44. AUTHORITY FOR SOLICITOR/ CONVEYANCER TO AMEND CONTRACT

44.1 Both parties hereby gives authority to their legal representatives as noted on the front page of this contract to make changes to this contract on their behalf.

44.2 Both parties agree all changes made herein have been discussed and clarified either in writing or verbally by their legal representatives and agreed to by each party.

44.3 Any changes made to this contract will not render this contract invalid.

45. SEWER, WATER AND SERVICES

45.1 The annexed Sydney Water Drainage Diagram shows the approximate location of the sewer and water within the subdivision of which the property forms part.

45.2 The Purchaser must make its own enquiries and verify the final location of the mains and may not raise any requisition or claim or delay completion because of the final location of such mains, but may rescind this contract if such final location is substantially different to that shown on the plans and materially affects the proposed development of the Property.

45.3 The Vendor will procure that water, sewerage and power services and/or facilities will be available for connection in accordance with the requirements of the servicing authority. Any connection thereto shall be at the Purchasers own expense.

45.4 The Purchaser may not make any requisition or claim or delay completion if water, sewerage or power services are not available to the Property at completion provided the Vendor warrants that connections will be made within 21days after the date of completion of the contract.

~~**46. LOT NUMBERS ETC PROVISIONAL**~~

~~46.1 The lot numbers, boundary positions, measurements and dimensions shown on the plan are provisional and are subject to the measurements and dimensions shown on the registered plan.~~

46.2 The Vendor may make such alterations to the plan as deemed necessary and required to obtain its approval by Blacktown City Council and its regulations. The Purchaser may not make any requisition or claim by reason of:

a) Any variation of the lot number or any minor variation to the area or dimensions of the property shown on the plan and the plan as registered; or
b) Any variation in the lot number or variation in number, location or measurements of any other lot or lots in the plan and the plan as registered.

46.3 If any such variation to the area or dimensions of the Property is other than minor the Purchaser may rescind this contract. Such right of rescission must, if exercised, be exercised within seven (7) days of the purchaser receiving written notification from the vendor of registration of the plan.

46.4 For the purposes of this clause 'minor' means less than 5% in an area or a dimension.

47. TITLE PARTICULARS

47.1 The Purchaser agrees that, if the plan is not registered as at the date hereof, sufficient particulars of title shall be furnished by the Vendor stating the number of the lot hereby sold and the number under which the plan has been lodged for registration at the Land and Property Information office.

48. RETAINING WALLS

48.1 The Vendor discloses that the Property may include a retaining wall or retaining walls.

48.2 The Purchaser must make and rely on its own enquiries with respect to any retaining wall and its footings on the property.

48.3 The Purchaser may not make any requisitions or claims whatsoever or delay completion because of the existence of any retaining wall, including but not limited to its position, specification and footings.

49. ADJUSTMENTS

49.1 Clauses 14.4, 14.5 and 14.7 are deleted.

49.2 If a separate assessment of Council and Water rates has not been issued for the property as at completion, then the amounts stated in special condition 49.4 is deemed to be the Council & Water rates for the current and subsequent periods for the property for the purposes of adjustments under clause 14, until the issue of separate assessments.

49.3 Council and Water rates will be adjusted between the Vendor and the Purchaser in accordance with clause 14.1on a paid basis, on completion, with no regard to the actual assessment which may later be issued by Blacktown City Council and Sydney Water after completion.

49.4 Council rates- $1,500.00 per annum and water rates- $250.00 per quarter.

49.5 The Vendor will pay any assessment of Council and Water rates which relate to the periods in which such rates were adjusted as paid.

50. LAND TAX

50.1 Land tax will be adjusted on the paid basis that the vendor pays an amount of $7,500.00 per annum.

51. TRANSFER

51.1 The Purchaser hereby agrees that they will allow an amount of $110.00 {GST inclusive) on settlement if the Transfer is not served to the Vendor's Licensed Conveyancer 7 days prior to the agreed settlement date to cover the cost of the Vendor's Licensed Conveyancer preparing their own Transfer for execution by the Vendors and/or courier and express postal fees.

51.2 The Purchaser agrees to accept such Transfer prepared by the Vendor's Licensed Conveyancer on settlement provided that all title, price and party details are correct and as noted in the contract together with an original authentic signature of the Vendor.

52. COOLING OFF PERIOD- PAYMENT OF DEPOSIT

If there is a cooling off period, the deposit may be paid as follows:-

a) 0.25% of the price on the making of this contract, and;
b) 9.75% by 5.00pm on last day of the cooling off period.

This is an essential term **of this contract.**

53. RELEASE OF DEPOSIT

Notwithstanding any provision to the contrary, it is agreed between the parties that the deposit shall be released to the Vendor forthwith into the Vendor's nominated account. The Purchaser solicitor's must provide written consent to the deposit holder authorizing release of deposit immediately after expiry of cooling off period. This is an essential term of this contract and the time being essence.

54. SEWERAGE SERVICE DIAGRAM

Notwithstanding any provision to the contrary, it is agreed between the parties that the sewerage service diagram may not be available.

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

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

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

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.

2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.

3. There is NO COOLING OFF PERIOD:

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.**

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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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:**

Australian Taxation Office	**NSW Fair Trading**
Council	**NSW Public Works Advisory**
County Council	**Office of Environment and Heritage**
Department of Planning and Environment	**Owner of adjoining land**
Department of Primary Industries	**Privacy**
East Australian Pipeline Limited	**Roads and Maritime Services**
Electricity and gas	**Subsidence Advisory NSW**
Land & Housing Corporation	**Telecommunications**
Local Land Services	**Transport for NSW**
NSW Department of Education	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
remittance amount	the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
rescind	rescind this contract from the beginning;
RW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *RW rate*);
RW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

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2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

3.9 The vendor must give the purchaser the *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or

3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 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.

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7 Claims by purchaser

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;

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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

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13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the purchaser must make an *RW payment* the purchaser must –

13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;

13.13.3 forward the *settlement cheque* to the payee immediately after completion; and

13.13.4 *serve* evidence of receipt of payment of the *RW payment.*

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

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16 Completion

- **Vendor**

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
16.4 The legal title to the *property* does not pass before completion.
16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

- **Purchaser**

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –
16.7.1 the price less any:
- deposit paid;
- *remittance amount* payable;
- *RW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is –
16.11.1 if a special completion address is stated in this contract - that address; or
16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
17.2 The vendor does not have to give vacant possession if –
17.2.1 this contract says that the sale is subject to existing tenancies; and
17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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

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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 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation)* is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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23 Strata or community title

- **Definitions and modifications**

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

- **Adjustments and liability for expenses**

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –

- a proportional unit entitlement for the lot is not disclosed in this contract; or
- 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 substantially disadvantages the purchaser and is not disclosed in this contract; or

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23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

- **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

- **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

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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 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*;

30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction,* a *party serves* a notice that it will not be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and

30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –

30.5.1 create an *Electronic Workspace*;

30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and

30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

30.6.1 *populate* the *Electronic Workspace* with *title data*;

30.6.2 create and *populate* an *electronic transfer*;

30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and

30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –

30.7.1 join the *Electronic Workspace*;

30.7.2 create and *populate* an *electronic transfer*;

30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and

30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –

30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ENCL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.

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

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2423/1184684

SEARCH DATE	TIME	EDITION NO	DATE
31/7/2019	9:34 AM	3	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 2423 IN DEPOSITED PLAN 1184684
AT THE PONDS
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF GIDLEY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1184684

FIRST SCHEDULE

BUILD SQUARE PTY LTD (TZ AJ752982)

SECOND SCHEDULE (20 NOTIFICATIONS)

1 DP1176709 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
2 DP1176709 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
3 DP1176709 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
4 DP1180592 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
5 DP1177635 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT
6 DP1173834 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
7 DP1173834 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
8 DP1178199 RESTRICTION(S) ON THE USE OF LAND
9 DP1178653 RESTRICTION(S) ON THE USE OF LAND
10 DP1178200 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
11 DP1184681 RESTRICTION(S) ON THE USE OF LAND
12 DP1177937 RESTRICTION(S) ON THE USE OF LAND
13 DP1178655 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
14 DP1188352 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
15 DP1184682 RESTRICTION(S) ON THE USE OF LAND
16 DP1184683 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (20 NOTIFICATIONS) (CONTINUED)

		NUMBERED (12) IN THE S.88B INSTRUMENT
17	DP1184684	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
18	DP1184684	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
19	DP1184684	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
20	AJ752983	MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 31/7/2019

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.
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SAI Global Property Division 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.

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

Plan:

DP1184681

Plan of Subdivision of Lot 1356
D.P. 1178200 covered by Council's
Subdivision Certificate No. 12991

Full Name and address of Proprietor of land:	LANDCOM Level 14 60 Station Street PARRAMATTA NSW 2150

Part 1 (Creation)

	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	2101	2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109
		2102	2103, 2104, 2105, 2106, 2107, 2108, 2109
		2103	2104, 2105, 2106, 2107, 2108, 2109
		2104	2105, 2106, 2107, 2108, 2109
		2105	2106, 2107, 2108, 2109
		2106	2107, 2108, 2109
		2107	2108, 2109
		2108	2109
		2111	2110
		2112	2110, 2111
		2113	2110, 2111, 2112

APPROVED BY BLACKTOWN CITY COUNCIL .....
~~General Manager~~ / Authorised Officer

Lengths are in Metres

Plan:

DP1184681

ePlan
Sheet 2 of 10 Sheets

Plan of Subdivision of Lot 1356
D.P.1178200 covered by Council's
Subdivision Certificate No. 12997

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	2122	2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109
		2123	2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133
		2124	2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133
		2125	2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133
		2126	2127, 2128, 2129, 2130, 2131, 2132, 2133
		2127	2128, 2129, 2130, 2131, 2132, 2133
		2128	2129, 2130, 2131, 2132, 2133
		2129	2130, 2131, 2132, 2133
		2130	2131, 2132, 2133
		2131	2132, 2133
		2132	2133
		2135	2134
		2136	2137, 2138, 2139
		2137	2138, 2139
		2138	2139
		2140	2141, 2142, 2143

APPROVED BY BLACKTOWN CITY COUNCIL ....Alan Muskett.....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:
DP1184681

Plan of Subdivision of Lot 1356 D.P.1178200 covered by Council's Subdivision Certificate No. 12997

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	2141	2142, 2143
		2142	2143
		2154	2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167
		2159	2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167
		2160	2161, 2162, 2163, 2164, 2165, 2166, 2167
		2161	2162, 2163, 2164, 2165, 2166, 2167
		2162	2163, 2164, 2165, 2166, 2167
		2163	2164, 2165, 2166, 2167
		2164	2165, 2166, 2167
		2165	2166, 2167
		2166	2167
		2168	2123 to 2135 inclusive, 2144
2.	Easement to Drain Water 1 Wide	2122	2101 to 2109 inclusive
		2154	2159 to 2167 inclusive
		2168	2123 to 2133 inclusive

APPROVED BY BLACKTOWN CITY COUNCIL ..... General ~~Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 4 of 10 Sheets

Plan:

DP1184681

Plan of Subdivision of Lot 1356 D.P.1178200 covered by Council's Subdivision Certificate No. 12997

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 Support 1 Wide	2146 2147 2148 2149 2150 2151	2167 2166 2165 2164 2163 2162
4.	Easement for Padmount Substation 2.75 Wide	2110, 2139	Endeavour Energy
5.	Restriction on Use of Land	2109, 2110, 2138, 2139	Endeavour Energy
6.	Restriction on Use of Land	2109, 2110, 2138, 2139	Endeavour Energy
7.	Restriction on Use of Land	2101, 2102, 2103, 2120 to 2129 inclusive, 2136 to 2144 inclusive, 2148 to 2157 inclusive, 2159 to 2165 inclusive	Blacktown City Council
8.	Restriction on Use of Land	Each Lot 2101 to 2167 inclusive	Blacktown City Council
9.	Restriction on Use of Land	Each Lot 2101 to 2167 inclusive	Landcom
10.	Restriction on Use of Land	2168	Blacktown City Council
11.	Restriction on Use of Land	Each Lot 2101 to 2167 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:
DP1184681

Plan of Subdivision of Lot 1356
D.P. 1178200 covered by Council's
Subdivision Certificate No. 12997

Part 2.

Name of Authority empowered to release vary or modify easement 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.

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 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 of such wall and the footings thereof.

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, 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 'E' 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 10 Sheets

Plan:

DP1184681

Plan of Subdivision of Lot 1356
D.P. 1178200 covered by Council's
Subdivision Certificate No. 12991

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 'F' 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 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.

APPROVED BY BLACKTOWN CITY COUNCIL ..... Alan Mistlowin .....
~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:
DP1184681

Plan of Subdivision of Lot 1356
D.P. 1178200 covered by Council's
Subdivision Certificate No. 12997

Part 2 (cont)

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.

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 elements contained in Blacktown City Council Growth Centre Precincts Development Control Plan 2010.

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.

APPROVED BY BLACKTOWN CITY COUNCIL Alan McGlennin
~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1184681

Plan of Subdivision of Lot 1356
D.P. 1178200 covered by Council's
Subdivision Certificate No. 12997

Part 2 (cont)

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

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

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 9 of 10 Sheets

Plan:

DP1184681

Plan of Subdivision of Lot 1356
D.P. 1178200 covered by Council's
Subdivision Certificate No. 12997

Part 2 (cont)

JEYAWEERASINGAM MAHENDRA

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

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

60 STATION STREET, PARRAMATTA
.....
Address of Witness

21 JANUARY 2014
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 10 of 10 Sheets

Plan:

DP1184681

Plan of Subdivision of Lot 1356
D.P. 1178200 covered by Council's
Subdivision Certificate No. 12997

Part 2 (cont)

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

R Simmonds
Signature of WITNESS

Signature of Attorney

Raymond Simmonds
Name of Witness (BLOCK LETTERS)

Geoff Riethmuller
Name of Attorney

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Network Property Mgr
Position

Date of Execution: 27-11-2013

Reference: URS 12909

REGISTERED 4.2.2014

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

PLAN FORM 2 (A2) DP1177937 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 4 sheet(s)

M.G.A.

'G' - EASEMENT TO DRAIN WATER 1 WIDE VIDE D.P.1184681
'H' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE D.P.1184681
'J' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE D.P. 1177635

SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 61 (2)					
M.G.A. COORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.176814	305 637.558	6 268 744.350	56	C	4
S.S.M.180808	305 469.132	6 268 444.710	56	C	4
S.S.M.180843	305 460.241	6 268 633.730	56	C	4
S.S.M.180846	305 528.702	6 268 608.015	56	C	4
COMBINED SCALE FACTOR 1.000052					
SOURCE S.C.I.M.S. DATED 6 NOVEMBER 2013					

SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 35 (1)(b)					
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS FOUND / PLACED & NOT ESTABLISHED					
M.G.A. COORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.181495	305 234.6	6 268 891.7	56	U	U
S.S.M.181497	305 307.8	6 268 867.9	56	U	U
S.S.M.185550	305 326.7	6 268 485.8	56	U	U
S.S.M.185582	305 335.8	6 268 665.2	56	U	U
COMBINED SCALE FACTOR 1.000052					
M.G.A. COORDINATES DETERMINED BY TRAVERSE					

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
47	138°04'15"	26.89	26.9	280
48	125°25'30"	159.31	161.245	300
53	68°39'40"	21.395	21.875	30
54	55°04'45"	128.81	129.16	506.455
55	347°08'	34.57	34.795	88
56	266°56'05"	4.095	4.105	20.8
57	257°48'25"	1.82	1.82	15
58	256°16'30"	5.155	5.155	76
59	256°06'55"	57.255	57.27	780
60	14°30'35"	62.855	62.98	287.4
61	3°10'05"	27.9	27.935	158
62	353°03'05"	50.415	50.48	286.3
63	354°45'10"	8.395	8.415	35.5
64	15°37'30"	5.12	5.17	10.5
65	78°09'	1.665	1.665	11.5
66	85°39'25"	35.56	35.58	303.25
67	81°25'15"	14.16	14.2	53.5
68	81°25'15"	12.305	12.34	46.5

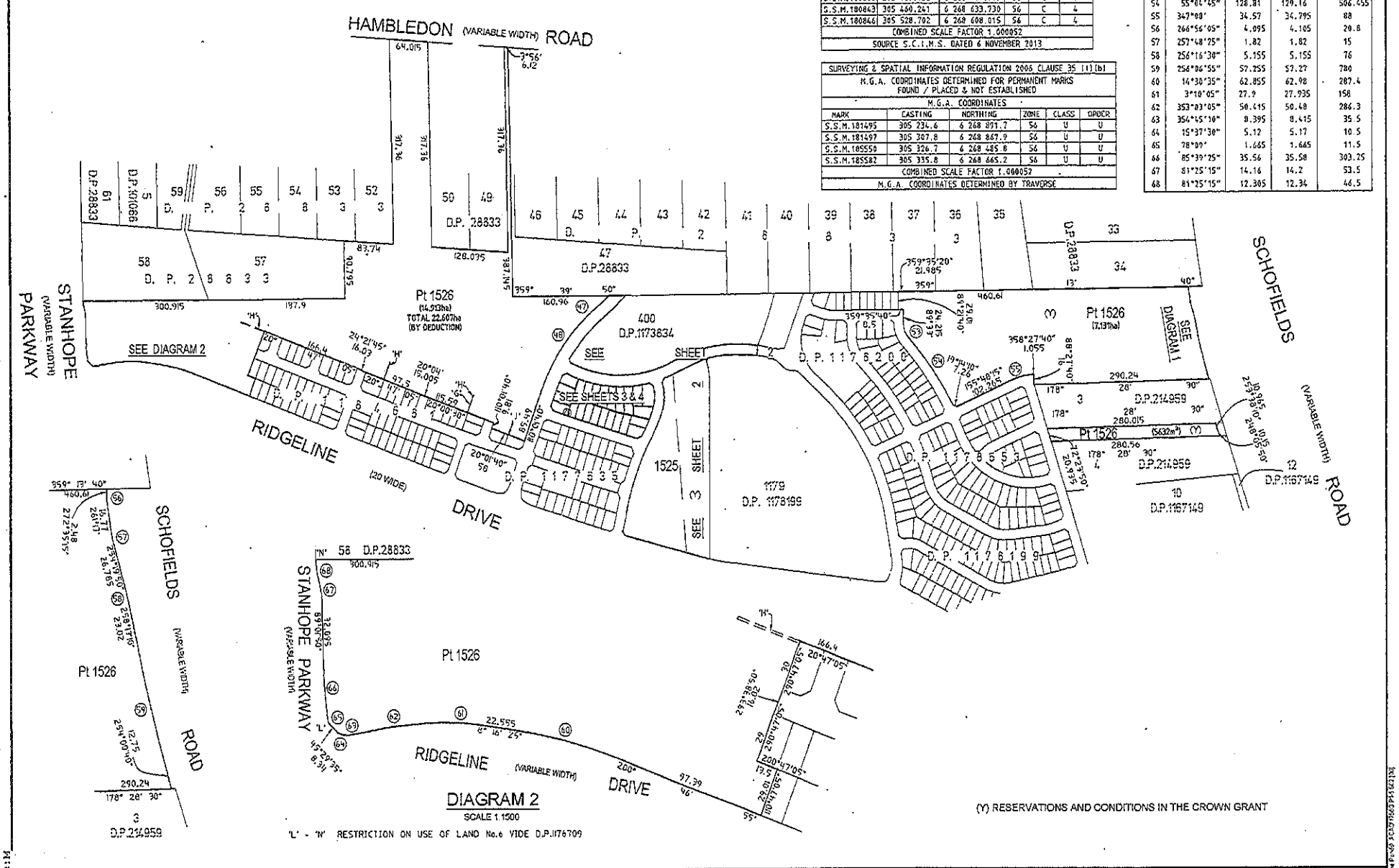


DIAGRAM 1
SCALE 1:1250

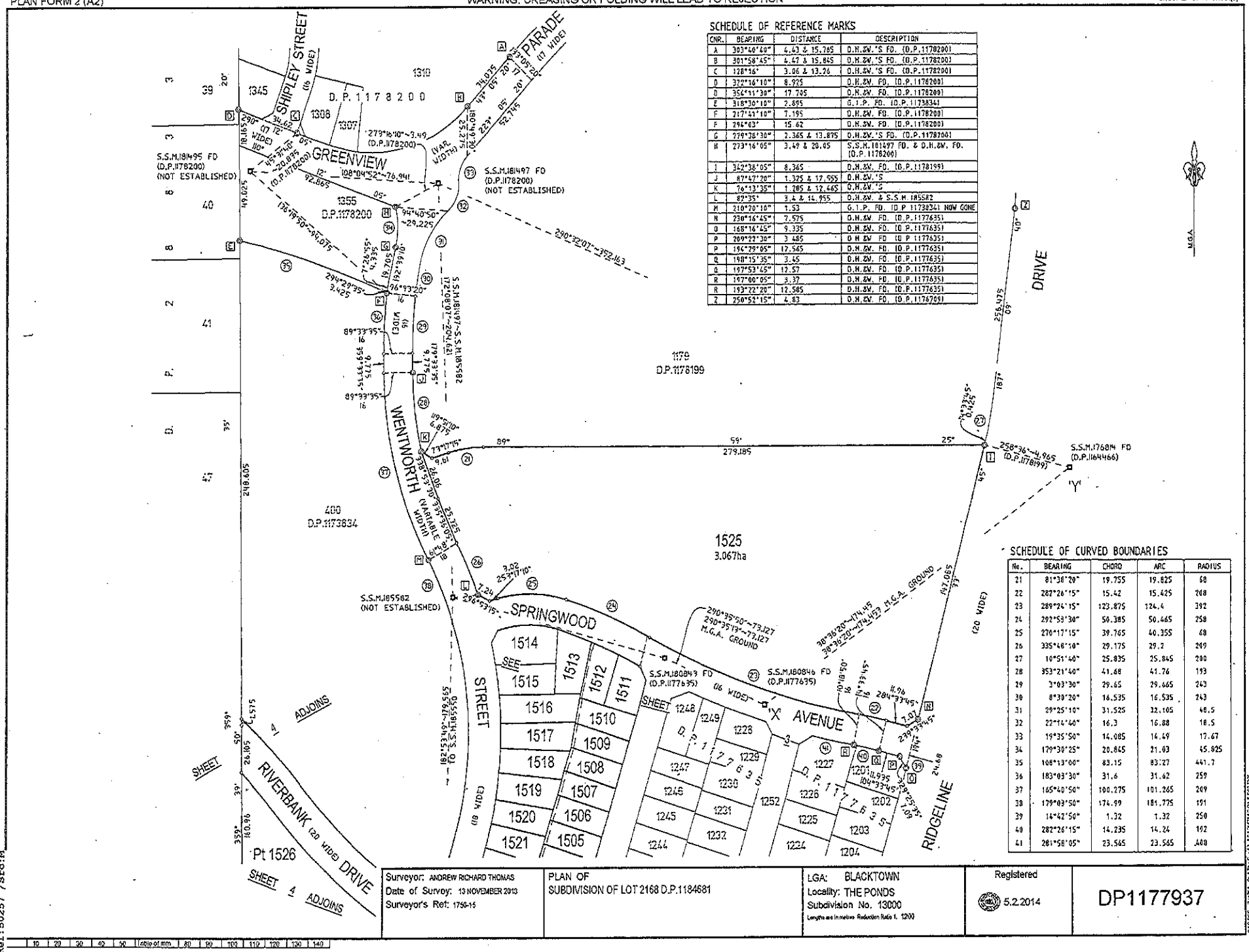
DIAGRAM 2
SCALE 1:1500

'L' - 'N' RESTRICTION ON USE OF LAND No.6 VIDE D.P.1176709

(Y) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 13 NOVEMBER 2013 Surveyor's Ref: 1756-15	PLAN OF SUBDIVISION OF LOT 2168 D.P.1184681	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13000 Lengths are in metres. Reduction Ratio 1: 4000	Registered 5.2.2014	DP1177937

Req:R943260 /Doc:DP 1177937 P /Rev:06-Feb-2014 /Sts:SC.OK /Prt:06-Feb-2014 11:32 /Pgs:ALL /Seq:1 of 7
Ref:50257 /Src:M



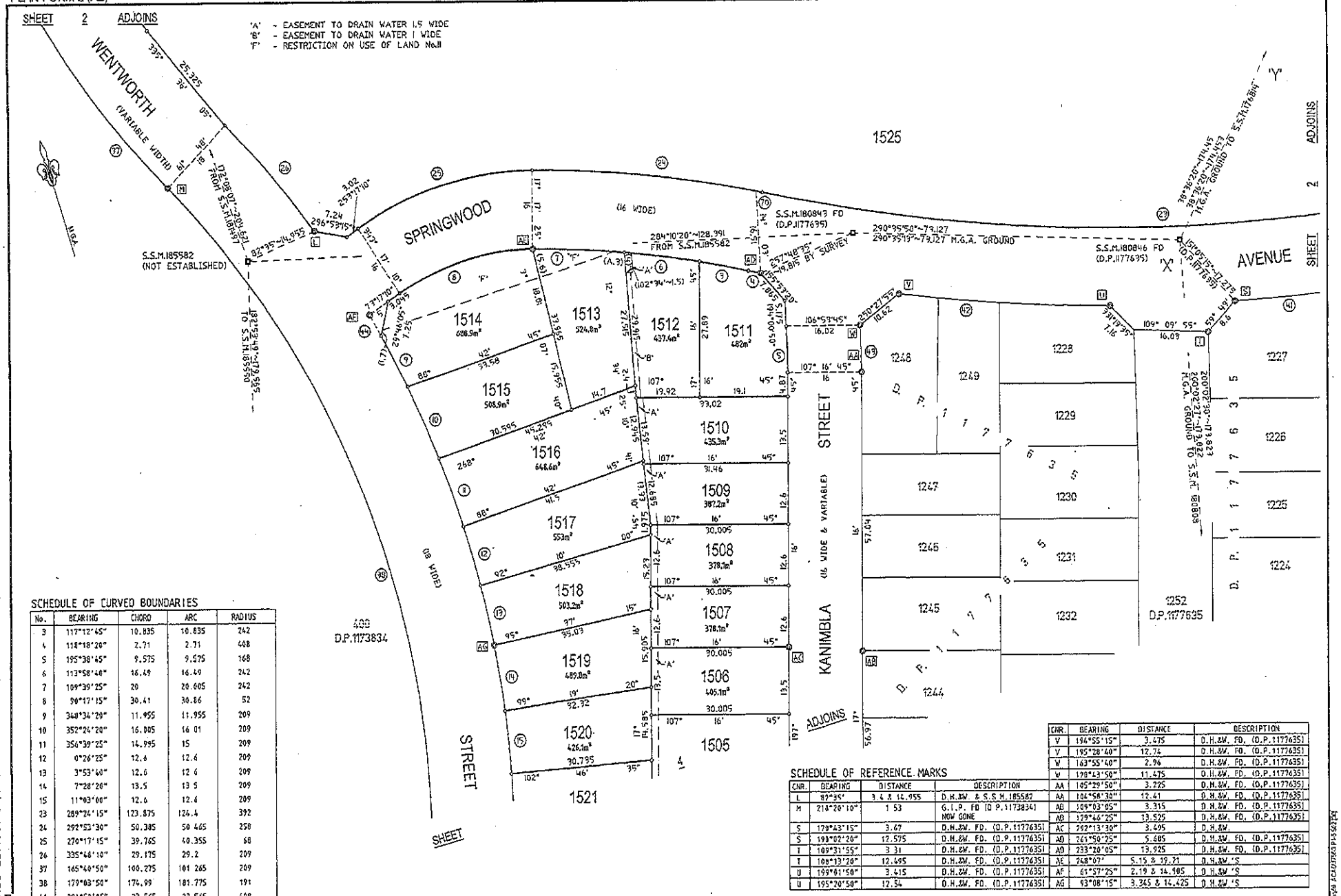
CNR.	BEARING	DISTANCE	DESCRIPTION
A	303°46'40"	4.43 & 15.765	O.H.&W.'S FD. (D.P.1178200)
B	301°58'45"	4.47 & 15.845	O.H.&W.'S FD. (D.P.1178200)
C	128°16'	3.06 & 13.26	O.H.&W.'S FD. (D.P.1178200)
D	322°16'10"	8.925	O.H.&W. FD. (D.P.1178200)
D	356°11'30"	17.705	O.H.&W. FD. (D.P.1178200)
E	318°30'10"	2.895	G.I.P. FD. (D.P.1738341
F	217°41'10"	7.195	O.H.&W. FD. (D.P.1178200)
F	296°03'	15.62	O.H.&W. FD. (D.P.1178200)
G	279°38'30"	2.365 & 13.875	O.H.&W.'S FD. (D.P.1178200)
H	273°16'05"	3.49 & 20.05	S.S.M.181497 FD. & O.H.&W. FD. (D.P.1178200)
I	342°38'05"	8.365	O.H.&W. FD. (D.P.1178199)
J	87°47'20"	1.325 & 17.555	O.H.&W.'S
K	76°13'35"	1.285 & 12.465	O.H.&W.'S
L	82°35'	3.4 & 14.955	O.H.&W. & S.S.M 185582
M	210°20'10"	1.53	G.I.P. FD. (D.P 1178341 NOW GONE
N	230°16'45"	7.575	O.H.&W. FD. (D.P.1177635)
O	168°16'45"	9.335	O.H.&W. FD. (D.P.1177635)
P	209°22'30"	3.485	O.H.&W. FD (D.P.1177635)
P	196°29'05"	12.565	O.H.&W. FD. (D.P.1177635)
Q	198°15'35"	3.45	O.H.&W. FD. (D.P.1177635)
Q	197°53'45"	12.57	O.H.&W. FD. (D.P.1177635)
R	197°00'05"	3.37	O.H.&W. FD. (D.P.1177635)
R	193°22'20"	12.585	O.H.&W. FD. (D.P.1177635)
Z	250°52'15"	4.83	O.H.&W. FD. (D.P.1176709)

No.	BEARING	CHORD	ARC	RADIUS
21	81°38'20"	19.755	19.825	68
22	282°26'15"	15.42	15.425	208
23	289°24'15"	123.875	124.4	392
24	292°53'30"	50.385	50.465	258
25	276°17'15"	39.765	40.355	68
26	335°46'10"	29.175	29.2	209
27	10°51'40"	25.835	25.845	200
28	353°21'40"	41.68	41.76	193
29	3°03'30"	29.65	29.665	243
30	8°39'20"	16.535	16.535	243
31	29°25'10"	31.525	32.105	48.5
32	22°14'40"	16.3	16.88	18.5
33	19°35'50"	14.085	14.49	17.67
34	179°30'25"	20.845	21.03	45.825
35	108°13'00"	83.15	83.27	441.7
36	183°03'30"	31.6	31.62	259
37	165°40'50"	100.275	101.265	209
38	179°03'50"	174.99	181.775	191
39	14°42'50"	1.32	1.32	250
40	282°26'15"	14.235	14.24	192
41	281°58'05"	23.565	23.565	408

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 13 NOVEMBER 2013 Surveyor's Ref: 1756-15	PLAN OF SUBDIVISION OF LOT 2168 D.P.1184681	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13000 Lengths are in metres Reduction Ratio 1: 1200	Registered 5.2.2014	DP1177937

Req:R943260 /Doc:DP 1177937 P /Rev:06-Feb-2014 /Sts:SC.OK /Prt:06-Feb-2014 11:32 /Pgs:ALL /Seq:2 of 7
Ref:50257 /Src:M

PLAN FORM 2 (A2) DP1177937 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION oPlan Sheet 3 of 4 sheet(s)



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
3	117°12'45"	10.835	10.835	242
4	118°18'20"	2.71	2.71	408
5	195°38'45"	9.575	9.575	168
6	113°58'40"	16.49	16.49	242
7	109°39'25"	20	20.005	242
8	90°17'15"	30.41	30.86	52
9	348°34'20"	11.955	11.955	209
10	352°24'20"	16.005	16 01	209
11	356°39'25"	14.995	15	209
12	0°26'25"	12.6	12.6	209
13	3°53'40"	12.6	12 6	209
14	7°28'20"	13.5	13 5	209
15	11°03'00"	12.6	12.6	209
23	289°24'15"	123.875	124.4	392
24	292°53'30"	50.385	50 465	258
25	270°17'15"	39.765	40.355	68
26	335°48'10"	29.175	29.2	209
37	165°40'50"	100.275	101 265	209
38	179°03'50"	174.99	181.775	191
41	281°58'05"	23.565	23.565	408
42	290°37'55"	45.8	45.825	408
43	15°46'20"	9 68	9 68	184
44	346°15'20"	5	5	209
70	118°20'20"	1.41	1.41	258

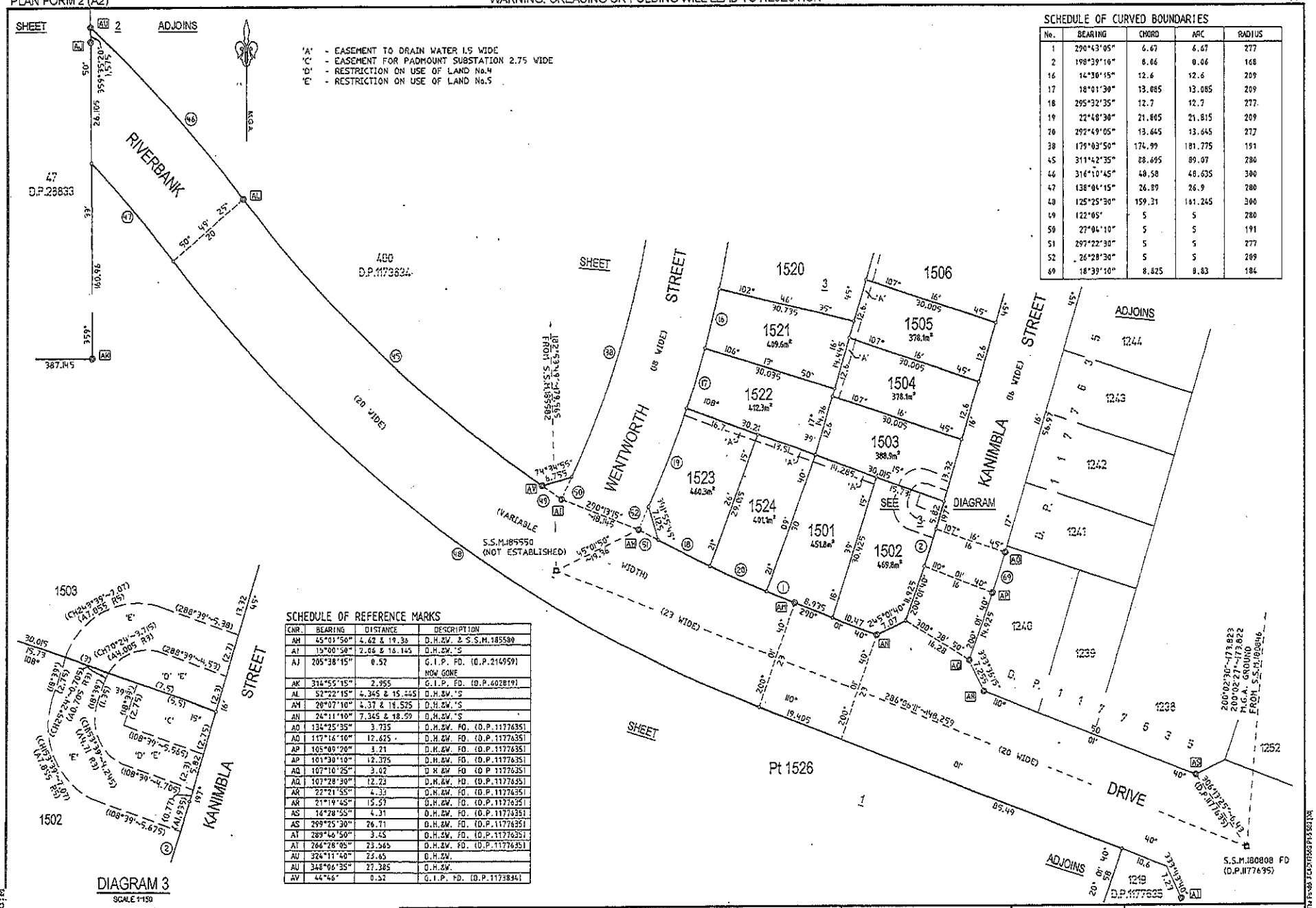
SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
L	89°35'	3.4 & 14.955	D.H.&W. & S.S.M.185582
M	210°20'10"	1.53	G.I.P. FD (D.P.1173834) NOW GONE
S	179°43'15"	3.67	D.H.&W. FD. (D.P.1177635)
S	190°02'20"	12.575	D.H.&W. FD. (D.P.1177635)
T	109°31'55"	3.31	D.H.&W. FD. (D.P.1177635)
T	108°13'20"	12.495	D.H.&W. FD. (D.P.1177635)
U	199°01'50"	3.415	D.H.&W. FD. (D.P.1177635)
U	195°20'50"	12.54	D.H.&W. FD. (D.P.1177635)
V	194°55'15"	3.475	D.H.&W. FD. (D.P.1177635)
V	195°28'40"	12.74	D.H.&W. FD. (D.P.1177635)
W	163°55'40"	2.96	D.H.&W. FD. (D.P.1177635)
W	198°43'50"	11.475	D.H.&W. FD. (D.P.1177635)
AA	105°29'50"	3.225	D.H.&W. FD. (D.P.1177635)
AA	104°56'30"	12.41	D.H.&W. FD. (D.P.1177635)
AB	109°03'05"	3.315	D.H.&W. FD. (D.P.1177635)
AB	199°46'25"	13.525	D.H.&W. FD. (D.P.1177635)
AC	292°13'30"	3.495	D.H.&W.
AD	261°50'25"	5.685	D.H.&W. FD. (D.P.1177635)
AD	253°20'05"	13.925	D.H.&W. FD. (D.P.1177635)
AE	248°07'	5.15 & 19.21	D.H.&W.'S
AF	61°57'25"	2.19 & 14.905	D.H.&W.'S
AG	93°08'15"	3.345 & 14.425	D.H.&W.'S

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 13 NOVEMBER 2013 Surveyor's Ref: 1750-15	PLAN OF SUBDIVISION OF LOT 2188 D.P.1184681	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13000 Lengths are in metres Reduction Ratio 1: 500	Registered 5.2.2014	DP1177937

Req:R943260 /Doc:DP 1177937 P /Rev:06-Feb-2014 /Sts:SC.OK /Prt:06-Feb-2014 11:32 /Pgs:ALL /Seq:3 of 7
Ref:50257 /Src:M

PLAN FORM 2 (A2) DP1177937 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 4 of 4 sheet(s)



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	290°43'05"	6.67	6.67	277
2	198°39'10"	6.66	6.66	168
16	14°30'15"	12.6	12.6	209
17	18°01'30"	13.085	13.085	209
18	295°32'35"	12.7	12.7	277
19	22°48'30"	21.805	21.815	209
20	292°49'05"	13.645	13.645	277
38	179°03'50"	174.99	181.775	191
45	311°42'35"	88.695	89.07	280
46	316°10'45"	48.58	48.635	300
47	138°04'15"	26.89	26.9	280
48	125°25'30"	159.31	161.245	300
49	122°05"	5	5	280
50	27°04'10"	5	5	191
51	297°22'30"	5	5	277
52	26°28'30"	5	5	289
69	18°39'10"	8.625	8.83	184

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
AH	45°01'50"	4.62 & 19.36	D.H.&W. & S.S.M.185580
AI	15°00'50"	2.06 & 16.145	D.H.&W.'S
AJ	205°38'15"	0.52	G.I.P. FD. (D.P.214959) NOW GONE
AK	314°55'15"	2.955	G.I.P. FD. (D.P.402819)
AL	52°22'15"	4.345 & 15.445	D.H.&W.'S
AM	26°07'10"	4.37 & 18.525	D.H.&W.'S
AN	24°11'10"	7.345 & 18.59	D.H.&W.'S
AO	134°25'35"	3.735	D.H.&W. FD. (D.P.1177635)
AQ	117°16'10"	12.625	D.H.&W. FD. (D.P.1177635)
AP	105°00'20"	3.21	D.H.&W. FD. (D.P.1177635)
AP	101°30'10"	12.375	D.H.&W. FD. (D.P.1177635)
AQ	107°10'25"	3.02	D.H.&W. FD (D.P.1177635)
AQ	107°28'30"	12.23	D.H.&W. FD. (D.P.1177635)
AR	22°21'55"	4.33	D.H.&W. FD. (D.P.1177635)
AR	21°19'45"	15.57	D.H.&W. FD. (D.P.1177635)
AS	16°28'55"	4.31	D.H.&W. FD. (D.P.1177635)
AS	299°25'30"	26.71	D.H.&W. FD. (D.P.1177635)
AT	289°46'50"	3.45	D.H.&W. FD. (D.P.1177635)
AT	266°26'05"	23.565	D.H.&W. FD. (D.P.1177635)
AU	324°11'40"	23.65	D.H.&W.
AU	348°06'35"	27.385	D.H.&W.
AV	44°46'	0.52	G.I.P. FD. (D.P.1173834)

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 13 NOVEMBER 2013 Surveyor's Ref: 1756-15	PLAN OF SUBDIVISION OF LOT 2168 D.P.1184681	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13000 Lengths are in metres. Reduction Ratio 1: 500	Registered 5.2.2014	DP1177937

Req:R943260 /Doc:DP 1177937 P /Rev:06-Feb-2014 /Sts:SC.OK /Prt:06-Feb-2014 11:32 /Pgs:ALL /Seq:4 of 7
Ref:50257 /Src:M

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 5.2.2014

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1177937

PLAN OF
SUBDIVISION OF LOT 2168 D.P.1184681

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: .....

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: .....

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 20 JANUARY 2014

Subdivision Certificate number: 13000

File number: DA99-12-223

*Strike through inapplicable parts.

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 .....~~

*(b) The part of the land shown in the plan(*being/~~*excluding ^~~ ..... LOTS 1501 TO 1525 .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, ...13/11/13... 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: 14/11/13

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.

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. RIVERBANK DRIVE EXTENSION (20 WIDE, 23 WIDE & VARIABLE)
2. WENTWORTH STREET EXTENSION (16 WIDE, 18 WIDE & VARIABLE)
3. SPRINGWOOD AVENUE EXTENSION (16 WIDE)

Plans used in the preparation of survey/compilation

D.P.1173034
D.P.1177635
D.P.1178199
D.P.1178200
D.P.1184681

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 1756-15

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P1-5 S02 1001 -

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered: 5.2.2014

Office Use Only

PLAN OF
SUBDIVISION OF LOT 2168 D.P.1184681

Office Use Only

DP1177937

Subdivision Certificate number: 13000

Date of Endorsement: 20/1/14

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 TO DRAIN WATER 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

TO RELEASE-:

1. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 20 WIDE & VARIABLE VIDE D.P.1173834

JEYAWEERASINGAM MAHENDRA

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

J. Mahendra

SIGNATURE

WAYNE DONEY
60 STATION STREET, PARRAMATTA

21 JANUARY 2014

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-15

CAD REF: Z:\1756 - St 4 The Ponds_ACAD\1756G P1-5 S02 1001 -

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered: 5.2.2014

Office Use Only

Office Use Only

DP1177937

PLAN OF
SUBDIVISION OF LOT 2168 D.P.1184681

Subdivision Certificate number: 13000

Date of Endorsement: 20/1/14

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.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1501				
1502				
1503				
1504				
1505				
1506				
1507				
1508				
1509				
1510				
1511				
1512				
1513				
1514				
1515				
1516				
1517				
1518				
1519				
1520				
1521				
1522				
1523				
1524				
1525	STREET ADDRESS NOT AVAILABLE			
1526	STREET ADDRESS NOT AVAILABLE			

~~SOURCE : BLACKTOWN CITY COUNCIL~~

STREET ADDRESSES NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-15

CAD REF: Z:\1756 - St 4 The Ponds_ACAD\1756G P1-5 S02 [00] -

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

Plan:
DP1177937

Plan of Subdivision of Lot 2168 D.P.1184681 covered by Council's Subdivision Certificate No. 13000

Full Name and address of Proprietor of land:	LANDCOM Level 14 60 Station Street PARRAMATTA NSW 2150

Part 1 (Creation)

	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	1501	1502
		1504	1503
		1505	1503, 1504
		1506	1503, 1504, 1505
		1507	1503, 1504, 1505, 1506
		1508	1503, 1504, 1505, 1506, 1507
		1509	1503, 1504, 1505, 1506, 1507, 1508
		1510	1503, 1504, 1505, 1506, 1507, 1508, 1509
		1512	1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510
		1523	1501, 1502, 1524
		1524	1501, 1502
2.	Easement to Drain Water 1 Wide	1512	1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:
DP1177937

Plan of Subdivision of Lot 2168
D.P. 1184681 covered by Council's
Subdivision Certificate No. 13000

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	1502	Endeavour Energy
4.	Restriction on Use of Land	1502, 1503	Endeavour Energy
5.	Restriction on Use of Land	1502, 1503	Endeavour Energy
6.	Restriction on Use of Land	1501 to 1520 inclusive	Blacktown City Council
7.	Restriction on Use of Land	Each Lot 1501 to 1524 inclusive	Blacktown City Council
8.	Restriction on Use of Land	Each Lot 1501 to 1524 inclusive	Landcom
9.	Restriction on Use of Land	1525, 1526	Blacktown City Council
10.	Restriction on Use of Land	Each Lot 1501 to 1524 inclusive	Blacktown City Council
11.	Restriction on Use of Land	1513, 1514	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1177937

Plan of Subdivision of Lot 2168
D.P. 1184681 covered by Council's
Subdivision Certificate No. 13000

Part 1A (Release)

	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 & Easement for Services 20 Wide & Variable Vide DP1173834	2168/1184681	400/1173834

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1177937

Plan of Subdivision of Lot 2168 D.P. 1184681 covered by Council's Subdivision Certificate No. 13000

Part 2

Name of Authority empowered to release vary or modify easement 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, 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.

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.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1177937

Plan of Subdivision of Lot 2168
D.P. 1184681 covered by Council's
Subdivision Certificate No. 13000

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 '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 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.

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.

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.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan
Sheet 6 of 9 Sheets

Lengths are in Metres

Plan:
DP1177937

Plan of Subdivision of Lot 2168
D.P. 1184681 covered by Council's
Subdivision Certificate No. 13000

Part 2 (cont)

c. No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing elements contained in Blacktown City Council Growth Centre Precincts Development Control Plan 2010.

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 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.

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

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

APPROVED BY BLACKTOWN CITY COUNCIL .....
~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1177937

Plan of Subdivision of Lot 2168
D.P. 1184681 covered by Council's
Subdivision Certificate No. 13000

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 11 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) 12.5 as set out in the following documents;

- Addendum: Appendix 3 of Planning for Bushfire Protection 2010
- AS 3959-2009
- Report by Advanced Bushfire Performance Solutions – Bushfire Assessment Report (Subdivision) Lot 101 DP1161271 and Lots 52 – 54 DP 11896 Stage 4 Precincts 1, 2 & 3, The Ponds, NSW Dated January 2011.
- Report by Advanced Bushfire Performance Solution – Addendum Bushfire Assessment Report (Subdivision) Lots 101 DP1161271 & Lots 52 – 54 DP 11896 Stage 4 Precincts 1, 2 & 3 The Ponds NSW dated July 2013.

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

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1177937

Plan of Subdivision of Lot 2168
D.P. 1184681 covered by Council's
Subdivision Certificate No. 13000

Part 2 (cont)

JEYAWEERASINGAM MAHENDRA

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

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

60 STATION STREET, PARRAMATTA
.....
Address of Witness

21 JANUARY 2014.
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 9 of 9 Sheets

Plan:

DP1177937

Plan of Subdivision of Lot 2168
D.P. 1184681 covered by Council's
Subdivision Certificate No. 13000

Part 2 (cont)

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

R Simmonds
.....
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

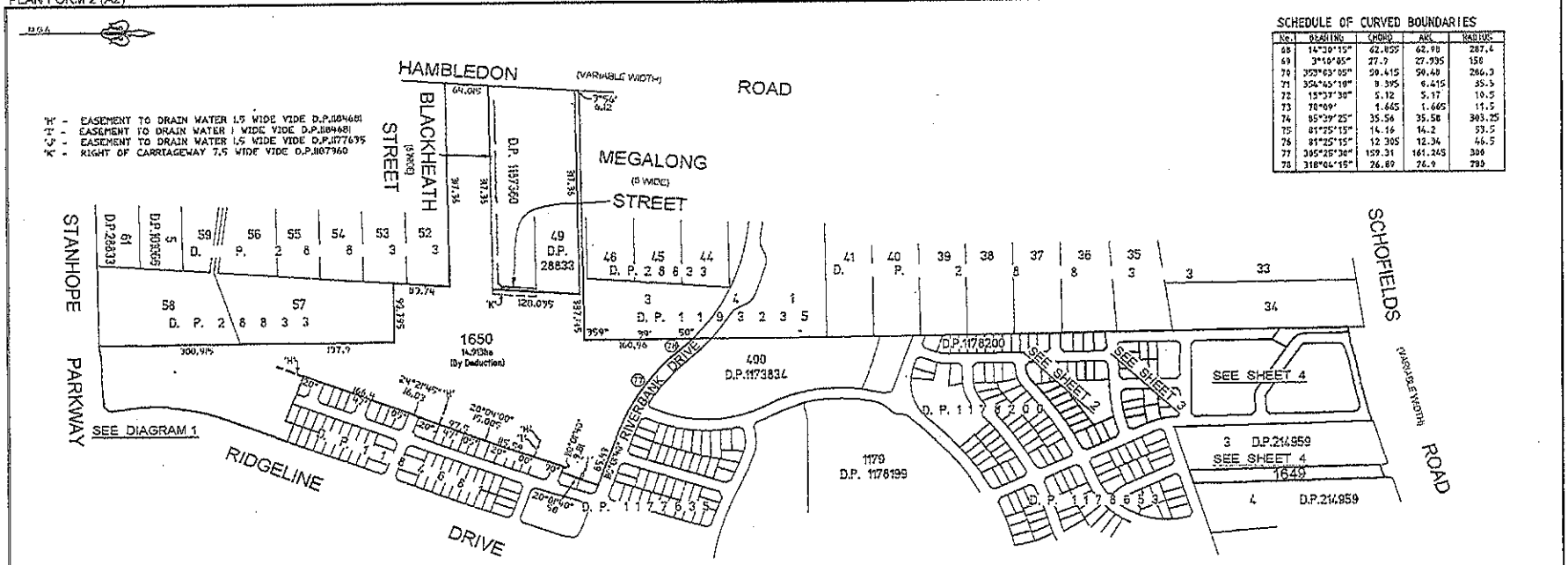
Date of Execution: 12-12-2013

Reference: URS 14078

REGISTERED 5.2.2014

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION oPlan Sheet 1 of 4 sheet(s)



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
68	14°30'15"	62.859	62.98	287.4
69	3°19'05"	27.9	27.935	158
70	353°03'05"	50.415	50.48	286.3
71	354°45'19"	9.395	9.415	85.5
72	15°37'30"	5.12	5.17	10.5
73	78°09'	1.665	1.665	11.5
74	85°39'25"	35.56	35.58	303.25
75	81°25'15"	14.16	14.2	53.5
76	81°25'15"	12.395	12.36	46.5
77	305°25'30"	159.31	161.245	300
78	318°06'15"	26.89	26.9	290

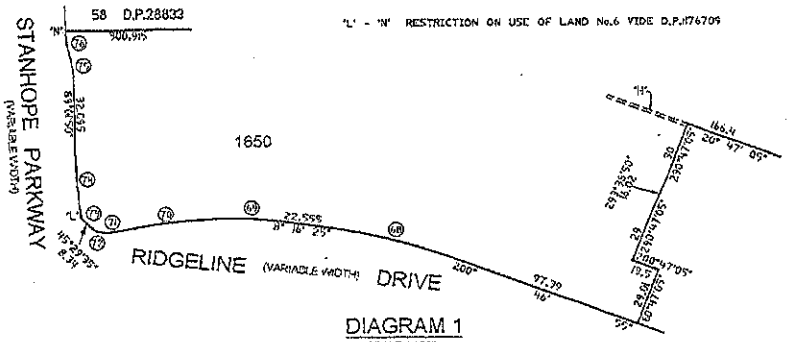


DIAGRAM 1
SCALE 1:1000

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35 (1)(b)
N.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS PLACED & NOT ESTABLISHED
M.G.A. COORDINATES

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.185557	305 390.1	6 269 192.2	56	U	U
S.S.M.185559	305 257.0	6 269 110.4	56	U	U
S.S.M.185566	305 229.5	6 269 199.5	56	U	U
S.S.M.185567	305 227.9	6 269 308.0	56	U	U
S.S.M.185586	305 296.6	6 269 305.5	56	U	U

COMBINED SCALE FACTOR 1.000056
M.G.A. COORDINATES DETERMINED BY TRAVERSE

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)
M.G.A. COORDINATES

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
P.M.44691	305 210.746	6 269 566.899	56	C	4
S.S.M.181453	305 352.064	6 269 271.128	56	C	4
S.S.M.181457	305 248.642	6 269 049.505	56	C	4
S.S.M.181462	305 424.401	6 269 299.084	56	C	4
S.S.M.181464	305 282.130	6 269 279.126	56	C	4
S.S.M.181465	305 408.609	6 269 149.412	56	C	4
S.S.M.181468	305 249.119	6 269 980.596	56	C	4
S.S.M.181469	305 586.762	6 269 358 101	56	C	4

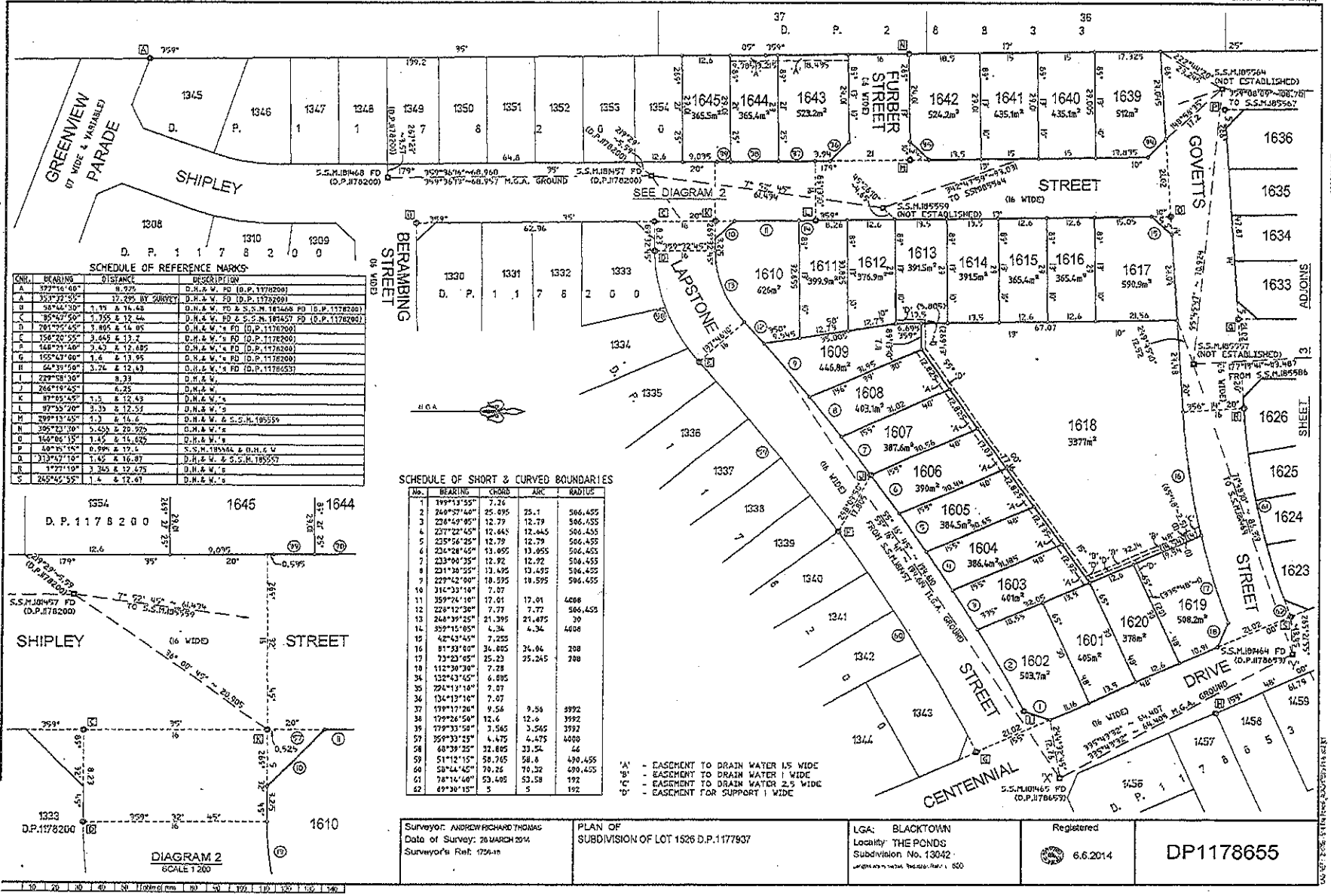
COMBINED SCALE FACTOR 1.000056
SOURCE: S.C.I.M.S. DATED 25 FEBRUARY 2014

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 28 MARCH 2014 Surveyor's Ref: 1758 16	PLAN OF SUBDIVISION OF LOT 1526 D.P.1177937	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13042 Lengths are in metres. Reduction Ratio 1:4000	Registered 6.6.2014	DP1178655

Req:R665136 /Doc:DP 1178655 P /Rev:10-Jun-2014 /Sts:SC.OK /Prt:12-Jun-2014 10:02 /Pgs:ALL /Seq:1 of 6
Ref:150257 BL /Src:M

DP1178655

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 2 of 4 sheet(s)



SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
A	177°16'40"	8.925	D.H.& W. FD (D.P.1178200)
A	353°22'50"	17.295 BY SURVEY	D.H.& W. FD (D.P.1178200)
B	58°44'30"	1.19 & 14.48	D.H.& W. FD & S.S.M.181468 FD (D.P.1178200)
C	85°47'50"	1.755 & 12.44	D.H.& W. FD & S.S.M.181457 FD (D.P.1178200)
D	201°22'45"	1.895 & 14.05	D.H.& W.'s FD (D.P.1178200)
E	156°20'55"	3.448 & 13.2	D.H.& W.'s FD (D.P.1178200)
F	148°29'40"	3.43 & 12.685	D.H.& W.'s FD (D.P.1178200)
G	155°43'00"	1.6 & 13.95	D.H.& W.'s FD (D.P.1178200)
H	64°39'50"	3.26 & 12.49	D.H.& W.'s FD (D.P.1178653)
I	229°58'30"	8.33	D.H.& W.
J	266°19'45"	6.25	D.H.& W.
K	87°05'45"	1.5 & 12.45	D.H.& W.'s
L	87°55'20"	3.35 & 12.57	D.H.& W.'s
M	299°13'45"	1.2 & 14.6	D.H.& W.'s & S.S.M.185559
N	295°23'30"	5.45 & 20.925	D.H.& W.'s
O	346°06'15"	1.45 & 14.605	D.H.& W.'s
P	68°35'15"	0.595 & 17.6	S.S.M.185564 & D.H.& W.
Q	313°47'10"	1.62 & 16.87	D.H.& W. & S.S.M.185557
R	1°27'10"	3.245 & 12.475	D.H.& W.'s
S	245°45'55"	1.4 & 12.61	D.H.& W.'s

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	199°13'55"	7.26		
2	240°57'40"	25.095	25.1	566.455
3	236°49'05"	12.79	12.79	566.455
4	237°22'45"	12.665	12.665	566.455
5	235°56'25"	12.79	12.79	566.455
6	234°28'45"	13.055	13.055	566.455
7	233°00'35"	12.92	12.92	566.455
8	231°30'55"	13.495	13.495	566.455
9	229°42'00"	18.595	18.595	566.455
10	314°33'10"	7.07		
11	359°24'10"	17.01	17.01	4008
12	228°12'30"	7.77	7.77	566.455
13	264°39'50"	21.395	21.475	30
14	359°15'05"	4.34	4.34	4008
15	42°43'45"	7.255		
16	81°53'00"	34.805	34.84	288
17	73°23'05"	25.23	25.245	288
18	112°30'30"	7.28		
34	132°43'55"	6.885		
35	224°13'10"	7.07		
36	134°13'10"	7.07		
37	179°17'20"	9.56	9.56	3992
38	179°26'50"	12.6	12.6	3992
39	179°33'50"	3.565	3.565	3992
57	359°33'25"	4.475	4.475	4008
58	68°39'25"	32.805	33.54	46
59	51°12'15"	58.765	58.8	490.455
60	50°44'45"	70.26	70.32	490.455
61	78°14'40"	53.405	53.58	192
62	49°30'15"	5	5	192

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE
'C' - EASEMENT TO DRAIN WATER 2.5 WIDE
'D' - EASEMENT FOR SUPPORT 1 WIDE

DIAGRAM 2
SCALE 1:200

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 26 MARCH 2014 Surveyor's Ref: 1756-m	PLAN OF SUBDIVISION OF LOT 1526 D.P.1177937	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13042	Registered 6.6.2014	DP1178655

Req:R665136 /Doc:DP 1178655 P /Rev:10-Jun-2014 /Sts:SC.OK /Prt:12-Jun-2014 10:02 /Pgs:ALL /Seq:2 of 6
Ref:50257 BL /Src:M

M.G.A.

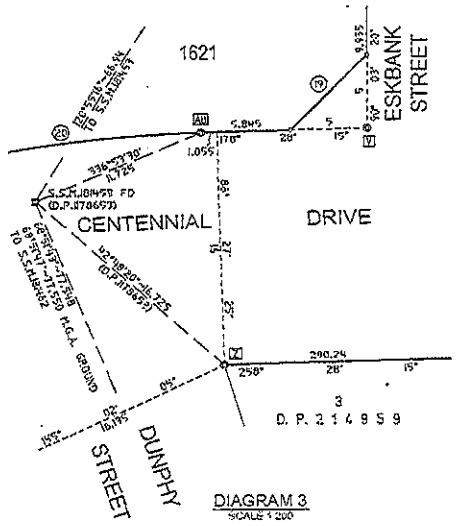
SCHEDULE OF REFERENCE MARKS

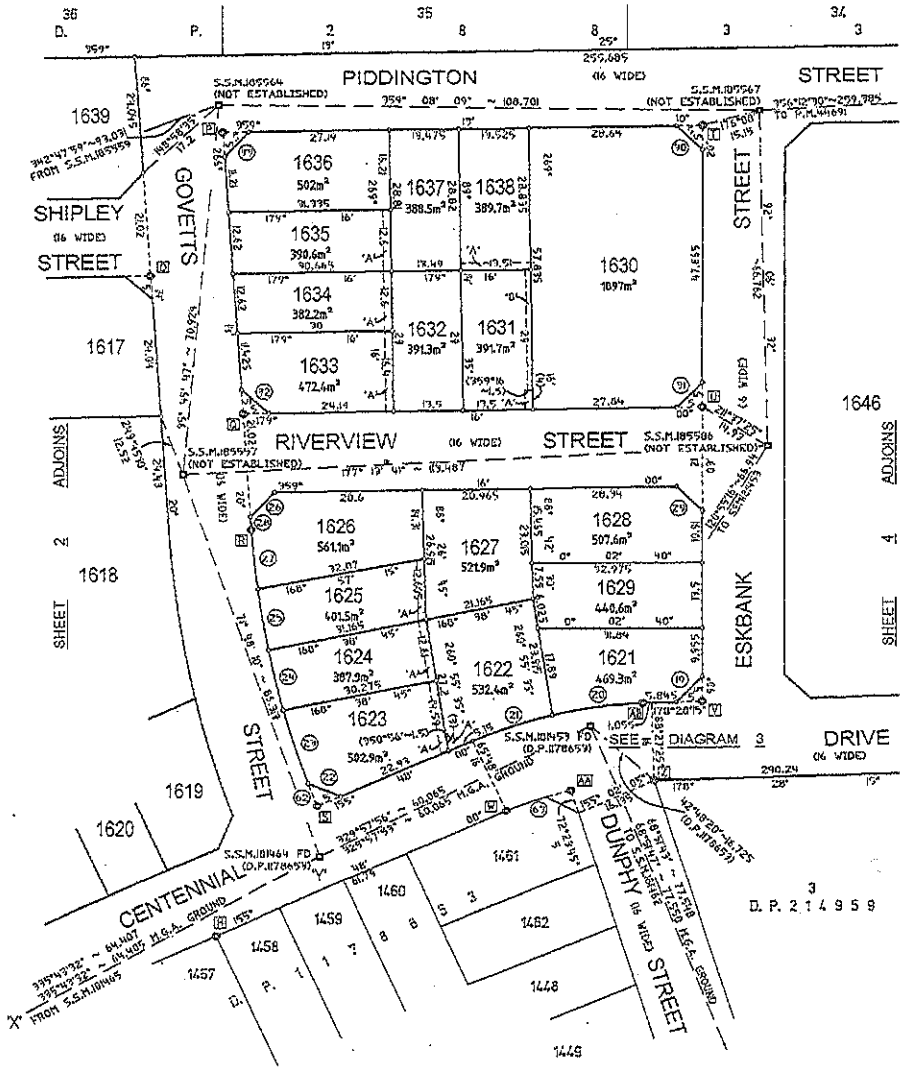
CNR.	BEARING	DISTANCE	DESCRIPTION
N	64°39'50"	3.74 & 17.43	D.H.& W.'s FD (D.P.1178653)
P	40°35'15"	8.995 & 17.4	S.S.M.185566 & D.H.& W.
Q	313°47'10"	1.65 & 16.17	D.H.& W. & S.S.M.185557
R	1°22'10"	3.345 & 17.475	D.H.& W.'s
S	245°45'55"	1.4 & 17.67	D.H.& W.'s
T	176°08'00"	1.65 & 15.15	D.H.& W. & S.S.M.185567
U	211°22'25"	1.55 & 14.93	D.H.& W. & S.S.M.185586
V	108°39'25"	10.965	D.H.& W.
	333°44'05"	8.185	D.H.& W.
W	96°42'40"	3.74 & 15.12	D.H.& W.'s FD (D.P.1178653)
X	195°44'25"	11.88	D.H.& W. FD (D.P.1178653)
Z	145°44'25"	9.155	D.H.& W. FD (D.P.1178653)
AA	106°05'25"	1.345 & 13.955	D.H.& W. FD & S.S.M.181453 FD (D.P.1178653)
AB	282°12'10"	3.47 & 15.9	D.H.& W.'s

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
19	134°15'45"	7.17		
20	172°28'55"	18.325	18.355	88
21	161°09'10"	16.415	16.44	88
22	202°59'05"	6.84		
23	252°37'45"	15.94	15.945	192
24	256°53'20"	12.695	12.61	192
25	268°39'10"	12.61	12.61	192
26	312°45'10"	6.88		
27	264°23'19"	12.41	12.415	192
28	266°14'20"	2.835		
29	44°39'40"	1.02		
30	44°39'15"	2.62		
31	134°39'40"	7.12		
32	222°45'10"	7.255		
33	312°43'35"	6.885		
62	69°30'15"	5	5	192
63	341°03'45"	13.295	13.325	72

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE

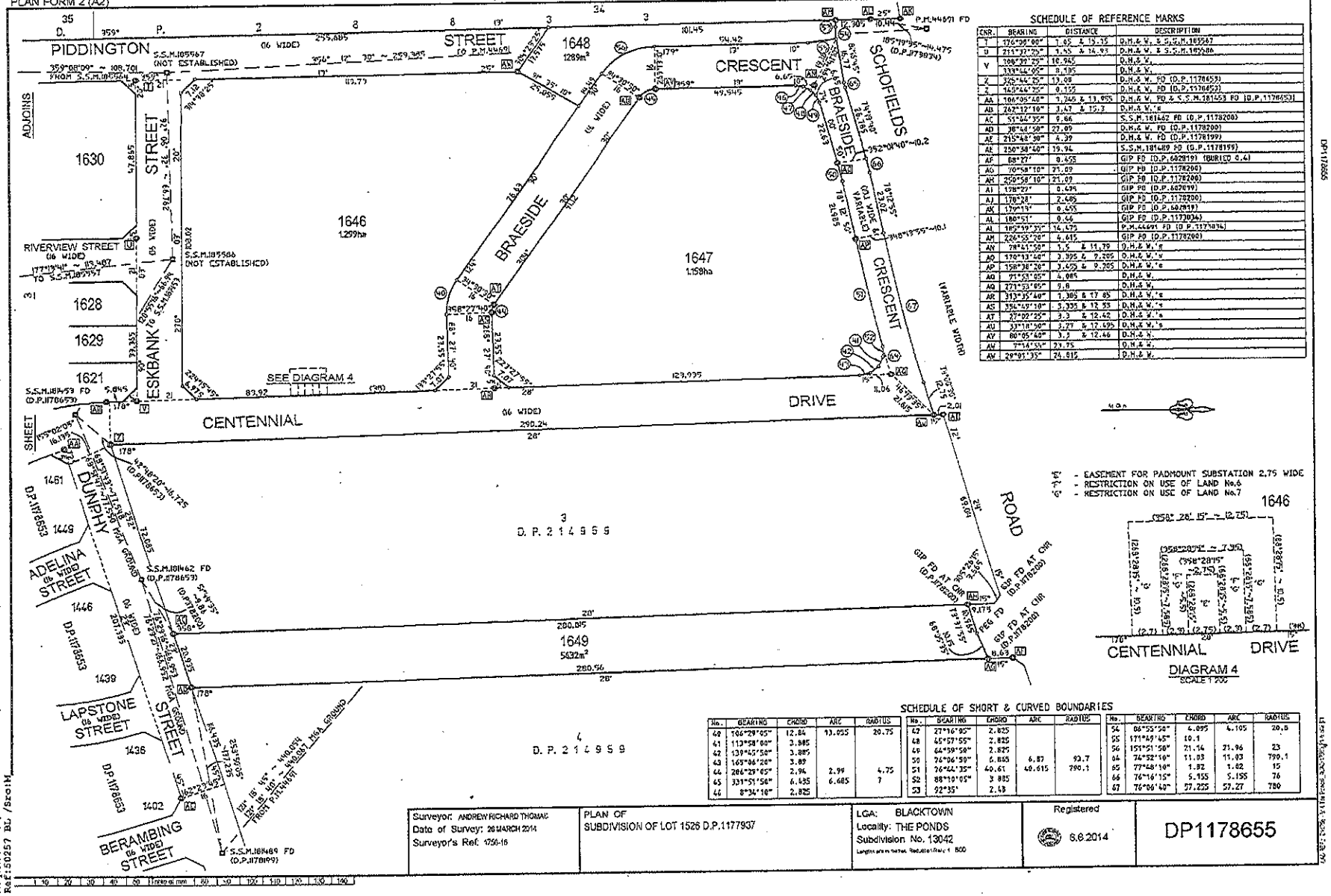




Surveyor: ANDREW RICHARD THOMAS Date of Survey: 26 MARCH 2014 Surveyor's Ref: 1750.16	PLAN OF SUBDIVISION OF LOT 1526 D.P.1177937	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13042	Registered 6.6.2014	DP1178655

Req:R665136 /Doc:DP 1178655 P /Rev:10-Jun-2014 /Sts:SC.OK /Prt:12-Jun-2014 10:02 /Pgs:ALL /Seq:3 of 6
Ref:50257 BL /Src:M

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 4 of 4 sheet(s)



SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
T	176°59'00"	7.65 & 15.35	D.H.& W.'s & S.S.M.185567
U	211°37'25"	3.45 & 14.93	D.H.& W.'s & S.S.M.185586
V	108°39'25"	10.965	D.H.& W.
	333°44'05"	8.195	D.H.& W.
Z	325°44'25"	13.08	D.H.& W. PD (D.P.1178653)
Z	145°44'25"	0.135	D.H.& W. PD (D.P.1178653)
AA	106°05'40"	1.345 & 13.955	D.H.& W. PD & S.S.M.181453 PD (D.P.1178653)
AB	242°12'10"	3.47 & 15.3	D.H.& W.'s
AC	51°44'35"	9.66	S.S.M.181462 PD (D.P.1178200)
AD	98°44'50"	27.09	D.H.& W. PD (D.P.1178200)
AE	215°48'30"	4.39	D.H.& W. PD (D.P.1178199)
AE	250°38'40"	19.94	S.S.M.181469 PD (D.P.1178199)
AF	88°27'	0.455	GIP PD (D.P.602819) (BURIED 0.4)
AG	70°58'10"	21.09	GIP PD (D.P.1178200)
AH	250°58'10"	21.09	GIP PD (D.P.1178200)
AI	178°27'	0.494	GIP PD (D.P.602819)
AJ	178°28'	2.485	GIP PD (D.P.1178200)
AK	178°19'	0.455	GIP PD (D.P.602819)
AL	180°51'	0.66	GIP PD (D.P.1173034)
AL	185°39'35"	14.475	P.M.44691 FD (D.P.1178194)
AM	226°55'20"	4.615	GIP PD (D.P.1178200)
AN	78°41'50"	1.5 & 11.79	D.H.& W.'s
AO	170°13'40"	3.395 & 9.205	D.H.& W.'s
AP	158°38'20"	3.695 & 9.205	D.H.& W.'s
AQ	91°58'05"	4.085	D.H.& W.
AQ	271°58'05"	9.8	D.H.& W.
AR	313°35'40"	1.385 & 17.85	D.H.& W.'s
AS	356°49'10"	3.355 & 12.55	D.H.& W.'s
AT	27°02'25"	3.3 & 12.42	D.H.& W.'s
AU	33°10'50"	3.27 & 12.495	D.H.& W.'s
AV	86°05'40"	3.3 & 12.46	D.H.& W.'s
AW	7°14'35"	23.75	D.H.& W.
AW	29°01'35"	24.815	D.H.& W.

"E" - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
"R" - RESTRICTION ON USE OF LAND No.6
"S" - RESTRICTION ON USE OF LAND No.7

DIAGRAM 4
SCALE 1:250

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
40	196°29'05"	12.84	13.035	20.75
41	112°58'50"	2.885		
42	139°45'50"	3.885		
43	169°06'20"	3.89		
44	206°29'05"	2.94	2.99	4.75
45	331°51'50"	6.485	6.685	7
46	8°34'10"	2.825		
47	27°16'05"	2.825		
48	45°57'55"	2.825		
49	64°39'50"	2.825		
50	76°06'50"	6.885	6.87	90.7
51	76°44'35"	40.61	40.615	790.1
52	88°10'05"	3.885		
53	92°35'	2.48		
54	86°55'50"	4.095	4.105	20.8
55	171°49'45"	10.1		
56	151°51'50"	21.14	21.96	23
64	74°52'10"	11.03	11.03	790.1
65	77°48'10"	1.82	1.82	15
66	76°16'15"	5.155	5.155	76
67	76°06'40"	27.225	27.27	780

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 26 MARCH 2014 Surveyor's Ref: 1756-16	PLAN OF SUBDIVISION OF LOT 1526 D.P.1177937	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13042	Registered 6.6.2014	DP1178655

Req:R655136 /Doc:DP 1178655 P /Rev:10-Jun-2014 /Sts:SC.OK /Prt:12-Jun-2014 10:02 /Pgs:ALL /Seq:4 of 6
Ref:50257 BL /Src:M

DP1178655

PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 6.6.2014

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1178655

PLAN OF
SUBDIVISION OF LOT 1526 D.P.1177937

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: .....

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: .....

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 19 MAY 2014

Subdivision Certificate number: 13042

File number: JRPP-12-223

*Strike through inapplicable parts.

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 .....~~

(b) The part of the land shown in the plan(~~being~~/*~~excluding~~ ^ LOTS 1601 TO 1649, 1650 COMPILED) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 28 MARCH 2014 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: 31/3/2014

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.

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

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

1. CENTENNIAL DRIVE EXTENSION (16 WIDE)
2. SHIPLEY STREET EXTENSION (16 WIDE)
3. GOVETTS STREET (16 WIDE)
4. PIDDINGTON STREET (16 WIDE)
5. RIVERVIEW STREET (16 WIDE)
6. ESKBANK STREET (16 WIDE) CRESCENT
7. BRAESIDE ~~STREET~~ (16 WIDE, 10.1 WIDE & VARIABLE)
8. FURBER STREET (16 WIDE)

Plans used in the preparation of survey/compilation

D.P.1177937
D.P.1178200
D.P.1178653
D.P.1193235

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 1756-16

CAD REF: Z:\1756 - St 4 The Ponds_ACAD\1756G P1-5 S02 [00] - F.G. - A.T.

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered: 6.6.2014 Office Use Only

Office Use Only

DP1178655

PLAN OF
SUBDIVISION OF LOT 1526 D.P.1177937

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: 13042

Date of Endorsement: 19/5/14

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 TO DRAIN WATER 2.5 WIDE
4. EASEMENT FOR SUPPORT 1 WIDE
5. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
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 JEYAWEERASINGAM MAHENDRA AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION

J. Mahendra

SIGNATURE

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
STREET ADDRESSES NOT AVAILABLE				

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-16

CAD REF: Z:\1756 - St 4 The Ponds_ACAD\1756G P1-6 S02 100J - F.G. - A.T.

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: DP1178655

Plan of Subdivision of Lot 1526
D.P. 1177937 covered by Council's
Subdivision Certificate No. 13042

Full Name and address of Proprietor of land:	LANDCOM Level 14 60 Station Street PARRAMATTA NSW 2150

Part 1 (Creation)

	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	1603	1604, 1605, 1606, 1607, 1608, 1609
		1604	1605, 1606, 1607, 1608, 1609
		1605	1606, 1607, 1608, 1609
		1606	1607, 1608, 1609
		1607	1608, 1609
		1608	1609
		1622	1623, 1624, 1625, 1626
		1623	1624, 1625, 1626
		1624	1625, 1626
		1625	1626
		1631	1637, 1638
		1633	1634, 1635, 1636

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178655

Plan of Subdivision of Lot 1526
D.P. 1177937 covered by Council's
Subdivision Certificate No. 13042

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	1634 1635 1638 1643 1644	1635, 1636 1636 1637 1644, 1645 1645
2.	Easement to Drain Water 1 Wide	1618 1631	1603, 1604, 1605, 1606, 1607, 1608, 1609 1637, 1638
3.	Easement to Drain Water 2.5 Wide	1618	1603, 1604, 1605, 1606, 1607, 1608, 1609
4.	Easement for Support 1 Wide	1613 1618 1619	1609 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1620 1620
5	Easement for Padmount Substation 2.75 Wide	1646	Endeavour Energy
6.	Restriction on Use of Land	Part 1646	Endeavour Energy
7.	Restriction on Use of Land	Part 1646	Endeavour Energy
8.	Restriction on Use of Land	1601 to 1609 inclusive 1615 to 1641 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178655

Plan of Subdivision of Lot 1526
D.P. 1177937 covered by Council's
Subdivision Certificate No. 13042

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	1601 to 1617 inclusive, 1619 to 1629 inclusive, 1631 to 1645 inclusive	Blacktown City Council
10.	Restriction on Use of Land	1601 to 1617 inclusive, 1619 to 1629 inclusive, 1631 to 1645 inclusive	Landcom
11.	Restriction on Use of Land	1618, 1630, 1646, 1647, 1648, 1649, 1650	Blacktown City Council
12.	Restriction on Use of Land	Each lot 1601 to 1645 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178655

Plan of Subdivision of Lot 1526
D.P. 1177937 covered by Council's
Subdivision Certificate No. 13042

Part 2

Name of Authority empowered to release vary or modify easement numbered 1, 2 & 3 in the plan is Blacktown City Council.

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

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

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 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

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178655

Plan of Subdivision of Lot 1526
D.P. 1177937 covered by Council's
Subdivision Certificate No. 13042

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.

"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 6 in the plan is Endeavour Energy.

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

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.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178655

Plan of Subdivision of Lot 1526
D.P. 1177937 covered by Council's
Subdivision Certificate No. 13042

Part 2 (cont)

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 it achieves, 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.

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 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 elements contained in Blacktown City Council Growth Centre Precincts Development Control Plan 2010.

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 10 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

Plan: DP1178655

Plan of Subdivision of Lot 1526
D.P. 1177937 covered by Council's
Subdivision Certificate No. 13042

Part 2 (cont)

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 City Council Growth Centre Precincts Development Control Plan 2010, suitability of the lot for any intended use and the payment of section 94 Contributions.

Name of Authority empowered to release vary or modify 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 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.

APPROVED BY BLACKTOWN CITY COUNCIL .....
~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 8 of 9 Sheets

Plan: DP1178655

Plan of Subdivision of Lot 1526
D.P. 1177937 covered by Council's
Subdivision Certificate No. 13042

Part 2 (cont)

SIGNED by me, JEYAWEERASINGAM MAHENDRA)
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

NICHOLAS CONDITSIS
Name of Witness (BLOCK LETTERS)
LEVEL 14,
60 STATION STREET,
PARRAMATTA 2150
Address of Witness
(SENIOR DEVELOPMENT MANAGER)
URBAN DEVELOPMENT NORTH. WEST

20/5/14
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL .....
~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 9 of 9 Sheets

Plan: DP1178655

Plan of Subdivision of Lot 1526
D.P. 1177937 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 4640 No. 572)
in the presence of:)

R Simmonds
.....
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: 14-4-2014

Reference: URS 12908

REGISTERED	6.6.2014

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION oPlan Sheet 1 of 1 sheet(s)

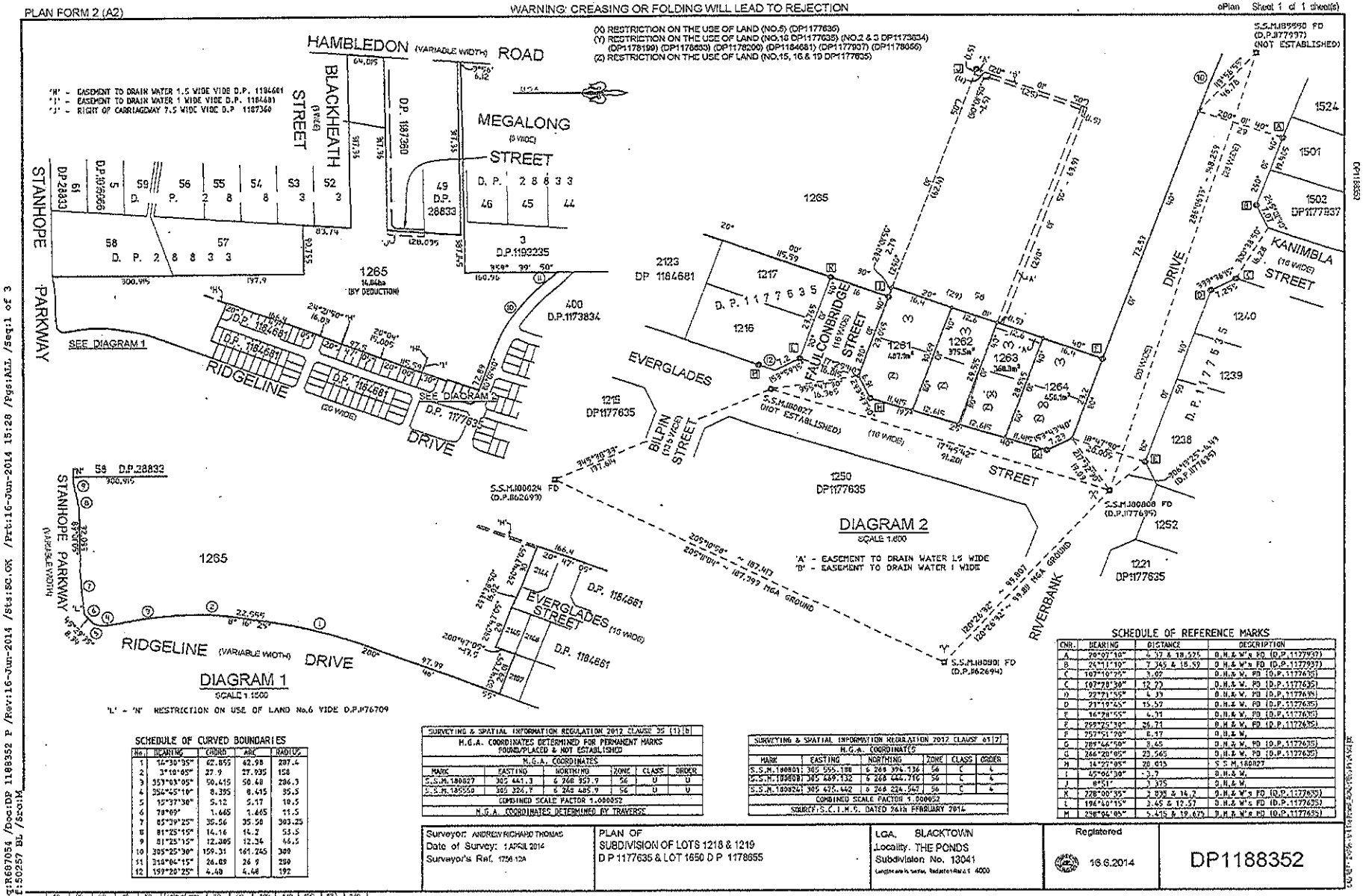


DIAGRAM 1

SCALE 1:500

'L' - 'N' RESTRICTION ON USE OF LAND No.6 VIDE D.P.1176709

DIAGRAM 2

SCALE 1:600

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	14°30'05"	62.855	62.98	207.4
2	3°10'05"	27.9	27.935	158
3	353°03'05"	50.415	50.48	286.3
4	354°45'10"	8.395	8.415	35.5
5	12°37'30"	5.12	5.17	19.5
6	78°09"	1.665	1.665	11.5
7	85°39'25"	35.56	35.58	383.25
8	81°25'15"	14.16	14.2	53.5
9	81°25'15"	12.305	12.34	46.5
10	305°25'30"	159.31	161.245	300
11	315°04'15"	26.89	26.9	250
12	159°20'25"	4.48	4.48	192

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35 (1) (b)
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS FOUND/PLACED & NOT ESTABLISHED

M.G.A. COORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.180827	305 441.3	6 268 957.9	56	D	D
S.S.M.185550	305 324.9	6 268 485.9	56	D	D

COMBINED SCALE FACTOR 1.000052
M.G.A. COORDINATES DETERMINED BY TRAVERSE

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61 (2)
M.G.A. COORDINATES

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.180851	305 555.188	6 269 394.136	56	L	L
S.S.M.180808	305 459.132	6 268 644.710	56	L	L
S.S.M.180241	305 435.442	6 268 224.747	56	L	L

COMBINED SCALE FACTOR 1.000052
SOURCE: S.C.I.M.S. DATED 26th FEBRUARY 2014

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
A	20°07'10"	4.37 & 18.525	D.H.& W's FD (D.P.1177937)
B	24°11'10"	7.345 & 18.59	D.H.& W's FD (D.P.1177937)
C	107°10'25"	3.07	D.H.& W. PD (D.P.1177635)
D	197°20'30"	12.73	D.H.& W. PD (D.P.1177635)
E	277°11'55"	4.39	D.H.& W. PD (D.P.1177635)
F	21°19'45"	15.57	D.H.& W. PD (D.P.1177635)
G	16°24'55"	4.31	D.H.& W. PD (D.P.1177635)
H	295°26'30"	26.71	D.H.& W. PD (D.P.1177635)
I	252°51'20"	8.17	D.H.& W.
J	289°44'50"	8.45	D.H.& W. PD (D.P.1177635)
K	266°20'05"	23.565	D.H.& W. PD (D.P.1177635)
M	14°27'05"	28.015	S.S.M.180827
N	45°06'30"	3.7	D.H.& W.
O	8°51'	3.375	D.H.& W.
P	328°00'35"	3.838 & 14.2	D.H.& W's FD (D.P.1177635)
Q	194°40'15"	3.45 & 12.57	D.H.& W's FD (D.P.1177635)
R	238°05'05"	5.415 & 19.675	D.H.& W's FD (D.P.1177635)

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 1 APRIL 2014 Surveyor's Ref: 1756-12A	PLAN OF SUBDIVISION OF LOTS 1218 & 1219 D P 1177635 & LOT 1650 D P 1178655	LGA: BLACKTOWN Locality: THE PONDS Subdivision No: 13041 Lengths are in metres. Reduction Ratio 1:400	Registered 16.6.2014	DP1188352

Req:R607054 /Doc:DP 1188352 P /Rev:16-Jun-2014 /Sts:SO.OK /Prt:16-Jun-2014 15:28 /Pgs:ALL /Seq:1 of 3
Ref:150257 BL /Src:M

Req:R687054 /Doc:DP 1188352 P /Rev:16-Jun-2014 /Sts:SC.OK /Prt:16-Jun-201
Req:R687054 /Doc:DP 1188352 P /Rev:16-Jun-2014 /Sts:SC.OK /Prt:16-Jun-2014 Pg 2 of 3

PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only	Office Use Only
Registered: 16.6.2014 Title System: TORRENS Purpose: SUBDIVISION	DP1188352
PLAN OF SUBDIVISION OF LOTS 1218 & 1219 D.P.1177635 & LOT 1650 D.P. 1178655	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: .....

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: .....

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 19 MAY 2014

Subdivision Certificate number: 13041

File number: DAP-13-802

*Strike through inapplicable parts.

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 .....~~

*(b) The part of the land shown in the plan(*being/~~*excluding~~ ^ LOTS 1261 TO 1264 INCLUSIVE, 1265 PARTLY COMPILED) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 1 APRIL 2014 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: 2/4/2014

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.

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

Plans used in the preparation of survey/compilation

D.P.1173834
D.P.1177635
D.P.1177937
D.P.1178655
D.P.1184681

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 1756-12A

CAD REF: Z:\1756 - St 4 The Ponds_ACAD\1756S P1-2A S02.(00) -

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 16.6.2014

Office Use Only

DP1188352

PLAN OF
SUBDIVISION OF LOTS 1218 & 1219
D.P.1177635 & LOT 1650 D.P. 1178655

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: 13041

Date of Endorsement: 19/5/14

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. 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

TO RELEASE :-

1. EASEMENT TO DRAIN WATER 1.5 WIDE VIDE D.P.1177635

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1261	8	EVERGLADES	STREET	THE PONDS
1262	6	EVERGLADES	STREET	THE PONDS
1263	4	EVERGLADES	STREET	THE PONDS
1264	2	EVERGLADES	STREET	THE PONDS
1265	STREET ADDRESS NOT AVAILABLE			

SOURCE : BLACKTOWN CITY COUNCIL

SIGNED BY JEYAWEERASINGAM MAHENDRA 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: 1756-12A

CAD REF: Z:\1756 - St 4 The Ponds_ACAD\1756G P1-2A S02 [00] -

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: DP1188352

Plan of Subdivision of Lot 1218 & 1219 D.P.1177635 & Lot 1650 D.P.1178655 covered by Council's Subdivision Certificate No. 13041

Full Name and address of Proprietor of land:	LANDCOM Level 14 60 Station Street PARRAMATTA NSW 2150

Part 1 (Creation)

	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	1263 1265	1262, 1264 1262, 1263, 1264
2.	Easement to Drain Water 1 Wide	1265	1262, 1263, 1264
3.	Restriction on Use of Land	1263, 1264	Blacktown City Council
4.	Restriction on Use of Land	1261, 1262, 1263, 1264	Blacktown City Council
5.	Restriction on Use of Land	1261, 1262, 1263, 1264	Landcom
6.	Restriction on Use of Land	1265	Blacktown City Council
7.	Restriction on Use of Land	1261, 1262, 1263, 1264	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1188352

Plan of Subdivision of Lot 1218 & 1219 D.P.1177635 & Lot 1650 D.P.1178655 covered by Council's Subdivision Certificate No. 13041

Part 1A (Release)

	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 to Drain Water 1.5 Wide Vide DP1177635	1650/1178655	1219/1177635

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1188352

Plan of Subdivision of Lot 1218 & 1219 D.P.1177635 & Lot 1650 D.P.1178655 covered by Council's Subdivision Certificate No. 13041

Part 2

Name of Authority empowered to release vary or modify easement 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.

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 3 in the plan is Blacktown City Council.

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

No vehicular access to the lot hereby burdened shall be constructed unless it achieves, 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 4 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 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 elements contained in Blacktown City Council Growth Centre Precincts Development Control Plan 2010.

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.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 4 of 5 Sheets

Plan: DP1188352

Plan of Subdivision of Lot 1218 & 1219 D.P.1177635 & Lot 1650 D.P.1178655 covered by Council's Subdivision Certificate No. 13041

Part 2 (cont)

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 5 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 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 City Council Growth Centre Precincts Development Control Plan 2010, suitability of the lot for any intended use and the payment of Section 94 Contributions

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.

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 7 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 5 of 5 Sheets

Plan: DP1188352

Plan of Subdivision of Lot 1218 & 1219
D.P.1177635 & Lot 1650
D.P.1178655 covered by Council's
Subdivision Certificate No. 13044

Part 2 (cont)

SIGNED by me, JEYAWEERASINGAM MAHENDRA)
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

NICHOLAS CONDITSIS
Name of Witness (BLOCK LETTERS)

LEVEL 14,
60 STATION STREET,
PARRAMATTA 2150
Address of Witness

(SENIOR DEVELOPMENT MANAGER)
URBAN DEVELOPMENT
NORTH. WEST

20/5/14
Date of execution

BLACKTOWN CITY COUNCIL

.....
Judith Portelli
Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

.....
~~General Manager~~ / Authorised Officer

REGISTERED 16.6.2014

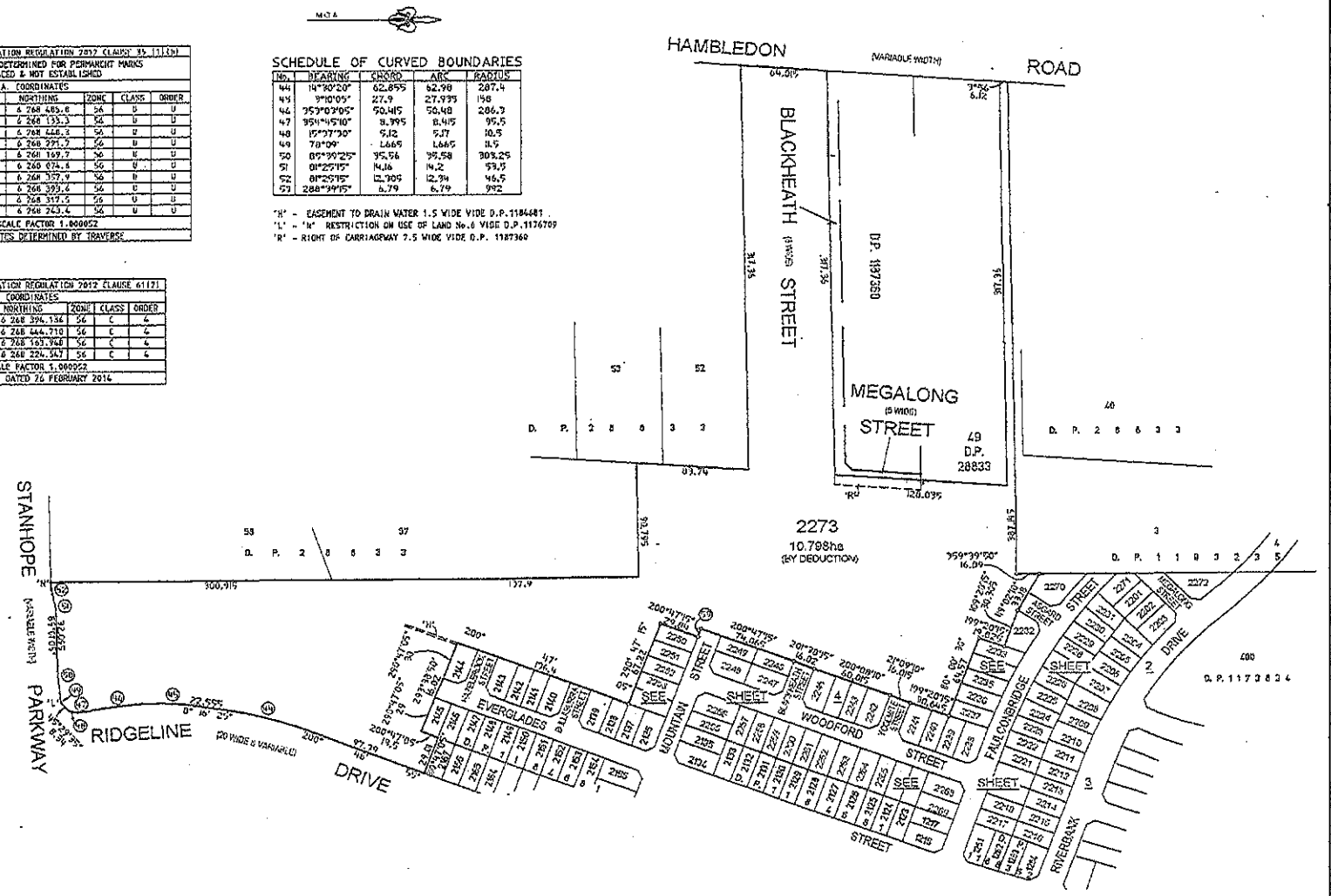
SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35 (1)(b)					
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS FOUND / PLACED & NOT ESTABLISHED					
M.G.A. COORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.185550	305 326.7	6 268 485.8	56	U	U
S.S.M.185565	305 370.6	6 268 133.3	56	U	U
S.S.M.185566	305 247.1	6 268 448.3	56	U	U
S.S.M.185571	305 429.9	6 268 291.7	56	U	U
S.S.M.185581	305 300.1	6 268 169.7	56	U	U
S.S.M.185590	305 348.3	6 268 074.6	56	U	U
S.S.M.186027	305 441.3	6 268 357.9	56	U	U
S.S.M.186028	305 327.2	6 268 393.6	56	U	U
S.S.M.186030	305 360.6	6 268 317.5	56	U	U
S.S.M.186038	305 833.1	6 268 243.4	56	U	U
COMBINED SCALE FACTOR 1.000052					
M.G.A. COORDINATES DETERMINED BY TRAVERSE					

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)					
M.G.A. COORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.180801	305 555.180	6 268 394.136	56	C	4
S.S.M.180808	305 469.132	6 268 444.710	56	C	4
S.S.M.180821	305 452.524	6 268 163.948	56	C	4
S.S.M.180824	305 475.442	6 268 224.547	56	C	4
COMBINED SCALE FACTOR 1.000052					
SOURCE S.C.I.M.S. DATED 26 FEBRUARY 2014					

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
44	14°30'20"	62.855	62.98	287.4
45	9°10'05"	27.9	27.935	158
46	353°03'05"	50.415	50.48	286.3
47	354°45'10"	8.395	8.415	95.5
48	15°37'30"	5.12	5.17	10.5
49	78°09'	1.665	1.665	11.5
50	85°39'25"	35.56	35.58	303.25
51	81°25'15"	14.16	14.2	53.5
52	81°25'15"	12.305	12.34	46.5
53	288°39'15"	6.79	6.79	992

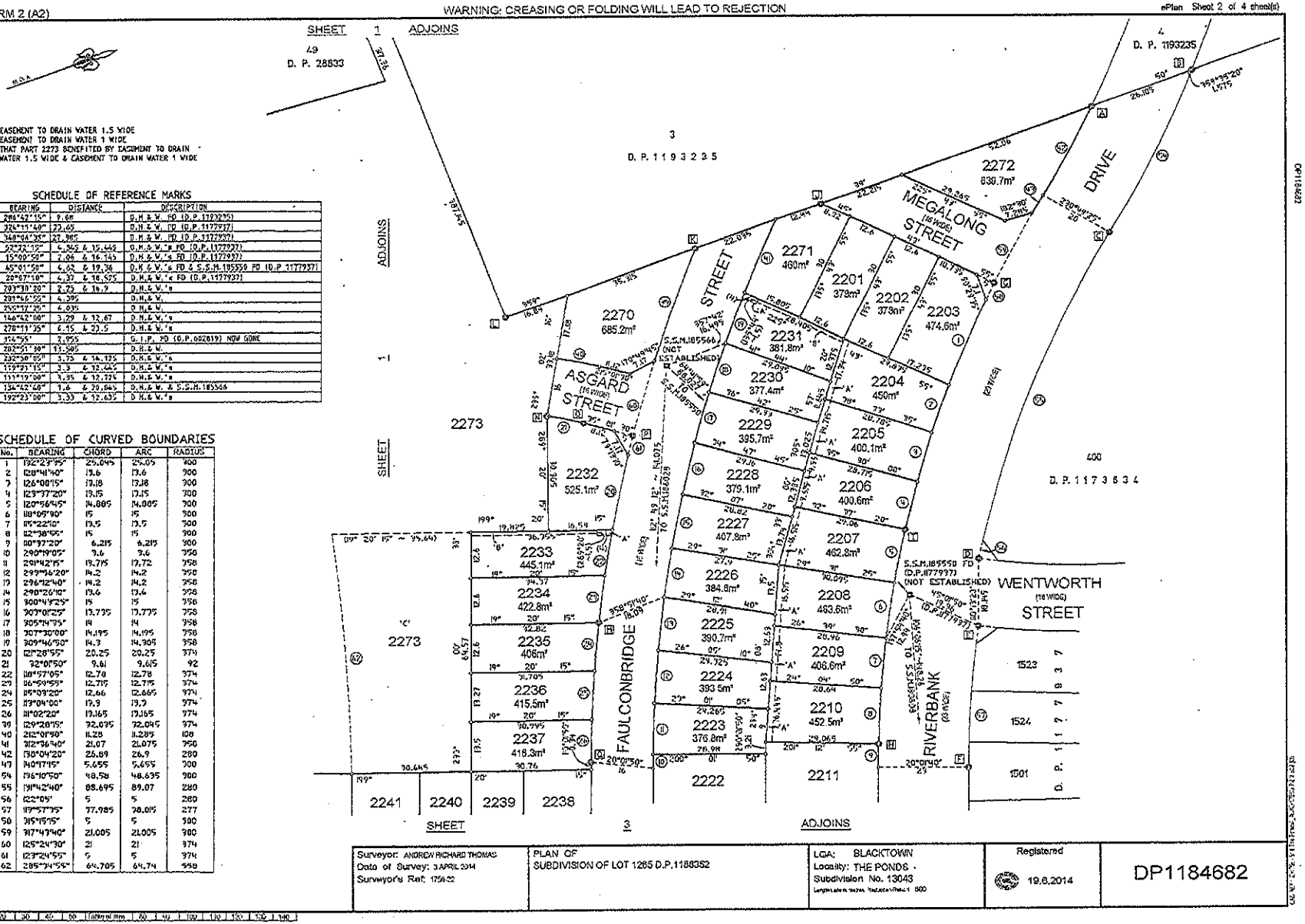
'H' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE D.P.1184681
'L' - 'N' RESTRICTION ON USE OF LAND No.6 VIDE D.P.1176709
'R' - RIGHT OF CARRIAGEWAY 7.5 WIDE VIDE D.P. 1187360



Surveyor: ANDREW RICHARD THOMAS Date of Survey: 3 APRIL 2014 Surveyor's Ref: 1750-22	PLAN OF SUBDIVISION OF LOT 1265 D.P.1186352	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13043 Length are in metres. Radius Rate 1 2000	Registered 19.6.2014	DP1184682

Req:R721693 /Doc:DP 1184682 P /Rev:20-Jun-2014 /Sts:SC.OK /Prt:23-Jun-2014 09:44 /Pgs:ALL /Seq:1 of 6
Ref:50257 BL /Src:M

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 2 of 4 sheet(s)



SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
A	286°42'15"	9.66	D.H.& W. PD (D.P.1193235)
B	324°11'40"	22.65	D.H.& W. PD (D.P.1177937)
	348°54'35"	22.985	D.H.& W. PD (D.P.1177937)
C	92°32'15"	4.345 & 12.445	D.H.& W.'s PD (D.P.1177937)
D	15°00'50"	2.06 & 16.143	D.H.& W.'s PD (D.P.1177937)
E	65°01'50"	4.62 & 19.36	D.H.& W.'s PD & S.S.M.185550 PD (D.P.1177937)
F	20°07'10"	4.37 & 18.595	D.H.& W.'s PD (D.P.1177937)
G	203°30'20"	2.75 & 16.9	D.H.& W.'s
H	291°46'55"	4.395	D.H.& W.
I	255°37'20"	4.035	D.H.& W.
J	146°42'00"	3.29 & 12.67	D.H.& W.'s
K	278°11'35"	6.15 & 23.5	D.H.& W.'s
L	354°55'	3.955	G.I.P. PD (D.P.662619) NOW GONE
	202°51'30"	13.595	D.H.& W.
M	232°58'05"	3.75 & 14.325	D.H.& W.'s
N	159°23'15"	3.3 & 12.645	D.H.& W.'s
O	111°19'00"	3.35 & 12.725	D.H.& W.'s
P	134°42'40"	1.6 & 20.845	D.H.& W. & S.S.M.185566
Q	192°23'00"	3.33 & 12.635	D.H.& W.'s

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	192°29'35"	25.045	25.05	900
2	128°41'40"	13.6	13.6	900
3	126°08'15"	13.18	13.18	300
4	123°37'20"	13.15	13.15	300
5	120°56'45"	14.885	14.885	300
6	118°05'30"	15	15	300
7	115°22'10"	13.5	13.5	300
8	112°38'55"	15	15	300
9	110°27'20"	6.215	6.215	300
10	290°19'05"	9.6	9.6	958
11	289°42'15"	19.715	19.72	958
12	293°36'20"	14.2	14.2	958
13	296°12'40"	14.2	14.2	958
14	298°26'10"	13.6	13.6	958
15	300°41'25"	15	15	958
16	303°01'25"	13.735	13.735	958
17	305°19'35"	14	14	958
18	307°30'00"	14.195	14.195	958
19	309°46'50"	14.3	14.305	958
20	121°28'55"	20.25	20.25	974
21	92°07'50"	9.61	9.615	92
22	118°57'05"	12.78	12.78	974
23	116°59'55"	12.715	12.715	974
24	115°09'20"	12.66	12.665	974
25	113°04'00"	13.9	13.9	974
26	111°02'20"	13.165	13.165	974
39	129°28'15"	92.095	92.095	974
40	282°01'50"	11.28	11.285	108
41	282°36'40"	21.07	21.075	958
42	130°04'20"	26.89	26.9	280
43	140°17'15"	5.655	5.655	300
54	176°10'50"	48.58	48.635	980
55	191°42'40"	88.695	89.07	280
56	222°05'	5	5	280
57	189°57'35"	77.985	78.015	277
58	315°15'15"	5	5	300
59	317°43'40"	21.005	21.005	980
60	125°24'30"	21	21	974
61	123°24'55"	5	5	974
62	285°24'55"	64.705	64.74	958

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 3 APRIL 2014 Surveyor's Ref: 1758.02	PLAN OF SUBDIVISION OF LOT 1265 D.P.1186352	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13043	Registered 19.6.2014	DP1184682

Req:R221683 /Doc:DP 1184682 P /Rev:20-Jun-2014 /Sts:SC.OK /Prt:23-Jun-2014 09:44 /Pgs:ALL /Seq:2 of 6
Ref:50257 BL /Src:M

Req:R721693 /Doc:DP 1184682 P /Rev:20-Jun-2014 /Sts:SC.OK /Prt:23-Jun-2014 09:44 /Pgs:ALL /Seq:3 of 6
Ref:50257 BL /Src:M

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE DP 1188352
'J' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE DP 1188352
'K' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE DP 1184461
'E' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE DP 1184461

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
9	110°37'20"	6.295	6.299	900
10	289°19'05"	3.6	3.6	350
27	289°59'05"	15.33	16.33	900
63	19°20'25"	4.148	4.148	192

SCHEDULE OF REFERENCE MARKS

CRS.	MARKING	DISTANCE	DESCRIPTION
P	28°07'10"	4.37 & 18.525	D.P.1184682
N	201°44'55"	4.399	D.P.1184682
Q	192°27'00"	3.33 & 18.695	D.P.1184682
R	24°11'10"	1.245 & 18.59	D.P.1184682
S	192°19'25"	3.86	D.P.1184682
T	192°27'30"	4.32	D.P.1184682
7	24°10'40"	15.97	D.P.1184682
U	288°25'35"	24.31	D.P.1184682
V	23°51'05"	6.17	D.P.1184682
W	288°46'55"	3.55	D.P.1184682
X	24°27'05"	28.615	D.P.1184682
AA	288°46'55"	5.615 & 19.675	D.P.1184682
AB	112°31'05"	3.7 & 13.68	D.P.1184682
AC	24°43'55"	4.705 & 17.405	D.P.1184682
AD	23°50'35"	4.895 & 18.2	D.P.1184682
AE	67°00'30"	3.7	D.P.1184682
AF	67°00'30"	2.95 & 10.905	D.P.1184682
AG	201°59'30"	1.695 & 11.125	D.P.1184682
AH	245°23'30"	4.2 & 16.695	D.P.1184682
AJ	197°16'55"	3.6 & 12.745	D.P.1184682

SCHEDULE OF REFERENCE MARKS

CRS.	MARKING	DISTANCE	DESCRIPTION
K	28°07'10"	4.37 & 18.525	D.P.1184682
N	201°44'55"	4.399	D.P.1184682
Q	192°27'00"	3.33 & 18.695	D.P.1184682
R	24°11'10"	1.245 & 18.59	D.P.1184682
S	192°19'25"	3.86	D.P.1184682
T	192°27'30"	4.32	D.P.1184682
7	24°10'40"	15.97	D.P.1184682
U	288°25'35"	24.31	D.P.1184682
V	23°51'05"	6.17	D.P.1184682
W	288°46'55"	3.55	D.P.1184682
X	24°27'05"	28.615	D.P.1184682
AA	288°46'55"	5.615 & 19.675	D.P.1184682
AB	112°31'05"	3.7 & 13.68	D.P.1184682
AC	24°43'55"	4.705 & 17.405	D.P.1184682
AD	23°50'35"	4.895 & 18.2	D.P.1184682
AE	67°00'30"	3.7	D.P.1184682
AF	67°00'30"	2.95 & 10.905	D.P.1184682
AG	201°59'30"	1.695 & 11.125	D.P.1184682
AH	245°23'30"	4.2 & 16.695	D.P.1184682
AJ	197°16'55"	3.6 & 12.745	D.P.1184682

SHEET 4

ADJOINS

SHEET 2

ADJOINS

WOODFORD STREET (NOT ESTABLISHED)

YOSEMITE STREET (14 WIDE)

FAULCONBRIDGE STREET

EVERGLADES STREET

KANIMBLA STREET (10 WIDE)

RIVERBANK DRIVE (20 WIDE & VARIABLE)

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 3 APRIL 2014 Surveyor's Ref: 1755-22	
PLAN OF SUBDIVISION OF LOT 1265 D.P.1183352	
LGA: BLACKTOWN Locality: THE PONDS Subdivision No: 13040 Largest area lots in this plan / Residue lot	
Registered 19.6.2014	
DP1184682	

oPlan Sheet 3 of 4 sheet(s)

DP1184682

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 4 of 4 sheet(s)

SCHEDULE OF REFERENCE MARKS

ORI	BEARING	DISTANCE	DESCRIPTION
AC	247°51'20"	4.795 & 17.035	D.H.& W.'s FD (D.P.1177035)
AH	303°39'45"	11.605 & 13.125	D.H.& W. & S.S.M.186030
AI	56°52'30"	4.3 & 16.685	D.H.& W.'s
AJ	17°16'55"	9.4 & 12.56	D.H.& W.'s
AK	289°35'20"	3.38 & 12.09	D.H.& W.'s FD (D.P.1184681)
AL	267°57'	4.775 & 17.165	D.H.& W.'s FD (D.P.1184681)
AM	207°05'05"	2.415 & 16.66	D.H.& W.'s FD (D.P.1184681)
AN	314°01'15"	2.66 & 13.85	D.H.& W. FD & S.S.M.185565 FD (D.P.1184681)
AO	259°33'50"	1.41 & 14.85	D.H.& W. FD & S.S.M.185590 FD (D.P.1184681)
AP	241°24'25"	4.675 & 16.62	D.H.& W.'s FD (D.P.1184681)
AQ	256°17'25"	5.715 & 21.13	D.H.& W.'s FD (D.P.1184681)
AR	200°49'50"	3.455 & 12.695	D.H.& W.'s
AS	186°14'45"	3.455 & 12.895	D.H.& W.'s
AT	348°11'40"	1.4 & 14.92	D.H.& W. & S.S.M.185581
AU	315°28'25"	1.45 & 14.04	D.H.& W. & S.S.M.186030
AV	31°30'30"	3.45 & 12.77	D.H.& W.'s
AW	30°37'40"	3.5 & 12.795	D.H.& W.'s
AX	270°50'30"	3.465 & 12.965	D.H.& W.'s
AY	289°51'55"	3.505 & 12.685	D.H.& W.'s

'A' ~ EASEMENT TO DRAIN WATER 1.5 WIDE
'C' ~ EASEMENT FOR PADMOUNT SUBSTATION 2.75
'F' ~ RESTRICTION ON USE OF LAND No.4
'G' ~ RESTRICTION ON USE OF LAND No.5
'H' ~ EASEMENT TO DRAIN WATER 1.5 WIDE VIDE DP 1184681

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
27	289°50'50"	16.73	16.73	558
28	109°46'50"	18.43	18.43	542
29	200°02'20"	1.06	1.06	972
30	200°25'45"	12.44	12.44	492
31	289°44'00"	17.75	17.75	482
32	109°21'05"	12.605	12.605	466
33	110°27'25"	5.385	5.985	466
34	290°24'40"	5.405	5.405	488
35	289°08'50"	12.605	12.605	408
36	109°58'15"	11.22	11.22	392
37	20°37'15"	5.905	5.905	1008
38	20°19'35"	7.81	7.81	1008
39	208°39'15"	6.79	6.79	792
64	20°12'10"	3.385	3.385	500
65	20°35'25"	3.99	3.99	500

SHEET 1 ADJOINS

2273

2249 387.7m² | 2246 363.4m² | 2245 503.9m² | 2244 378.1m² | 2243 378.2m² | 2242 512.5m² | 2241

2250 404.9m² | 2248 492.2m² | 2247 492m²

2251 405m² | 2252 402m² | 2253 402m² | 2254 402.2m²

2256 523.8m² | 2255 412.2m² | 2257 391.5m² | 2258 391.5m² | 2259 365.4m² | 2260 365.4m² | 2261 365.4m² | 2262 429.3m² | 2263 461.1m² | 2264 | 2265

2140 D.P. 1184681 | 2139 | 2138 | 2137 | 2136 | 2135 D. P. 1 1 8 4 6 8 1 | 2134 | 2133 | 2132 | 2131 | 2130 | 2129 | 2128 | 2127 | 2126 | 2125

2155 | 2156 | 2157 | 2158 D. P. 1 1 8 4 6 8 1

WOODFORD STREET (16 WIDE) — S.S.M.186039 (NOT ESTABLISHED) — S.S.M.185591 (NOT ESTABLISHED)

BULLABURRA STREET (16 WIDE) — EVERGLADES STREET (16 WIDE) — S.S.M.185590 FD (D.P.1184681) (NOT ESTABLISHED) — S.S.M.185565 FD (D.P.1184681) (NOT ESTABLISHED)

BLACKHEATH STREET (16 WIDE) — YOSEMITE STREET (16 WIDE) — SEE DIAGRAM

MOUNTAIN RIDGELINE DRIVE (20 WIDE) — S.S.M.186021 FD (D.P.1162699) — S.S.M.186824 FD (D.P.1162699) — M.G.A. GROUND

DIAGRAM
SCALE 1:150

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 3 APRIL 2014 Surveyor's Ref: 1750-22	PLAN OF SUBDIVISION OF LOT 1265 D.P.1168352	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13043	Registered 19.6.2014	DP1184682

Req:R121683 /Doc:DP 1184682 P /Rev:20-Jun-2014 /Sts:SC.OK /Prt:23-Jun-2014 09:44 /Pgs:ALL /Seq:4 of 6
Ref:50257 BL /Src:M

PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 24 sheet(s)

Office Use Only

Registered: 19.6.2014

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1184682

PLAN OF
SUBDIVISION OF LOT 1265 D.P.1188352

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: .....

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: .....

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 19 MAY 2014

Subdivision Certificate number: 130443

File number: DA0-12-288

*Strike through inapplicable parts.

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 .....~~

*(b) The part of the land shown in the plan(*being/*~~excluding~~ ^ ..... LOTS 2201 TO 2272, LOT 2273 PARTLY COMPILED .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 3 APRIL 2014, 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: A.R.Thomas Dated: 4 APRIL 2014

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.

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:-
1. FAULCONBRIDGE STREET EXTENSION (16 WIDE)
2. MOUNTAIN STREET EXTENSION (16 WIDE)
3. WOODFORD STREET (16 WIDE)
4. BLACKHEATH STREET (16 WIDE)
5. YOSEMITE STREET (16 WIDE)
6. ASGARD STREET (16 WIDE)
7. MEGALONG STREET (16 WIDE)

Plans used in the preparation of survey/compilation
D.P.1177635
D.P.1177937
D.P.1184681
D.P.1188352
D.P.1193235

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 1756-22

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P2-2 S02 [00] - S.K. - A.H.

Req:R721683 /Doc:DP 1184682 P /Rev:20-Jun-2014 /Sts:SC.OK /Prt:23-Jun-201
Req:R721683 /Doc:DP 1184682 P /Rev:20-Jun-2014 /Sts:SC.OK /Prt:23-Jun-2014 Pg:ALL /Seq:6 of 6

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 42 sheet(s)

Registered: 19.6.2014 (Office Use Only)

DP1184682 (Office Use Only)

PLAN OF
SUBDIVISION OF LOT 1265 D.P. 1188352

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: 13043

Date of Endorsement: 19/5/14

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 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

SIGNED BY JEYAWEERASINGAM MAHENDRA AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION

.....
SIGNATURE

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)
SCHEDULE OF LOTS & ADDRESSES
STREET ADDRESSES NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-22

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P2-2 S02 100J - S.K. - A.H.

Req:R721684 /Doc:DP 1184682 B /Rev:20-Jun-2014 /Sts:SC.OK /Prt:23-Jun-2014 09:44 /Pgs:ALL /Seq:1 of 9
Ref:50257 BL /Src:M

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

Plan: DP1184682

Plan of Subdivision of Lot 1265 D.P. 1188352 covered by Council's Subdivision Certificate No. 13043 DATED 19.5.2014

Full Name and address of Proprietor of land:	LANDCOM Level 14 60 Station Street PARRAMATTA NSW 2150

Part 1 (Creation)

	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	2204	2205, 2206, 2207, 2208, 2209, 2210, 2211
		2205	2206, 2207, 2208, 2209, 2210, 2211
		2206	2207, 2208, 2209, 2210, 2211
		2207	2208, 2209, 2210, 2211
		2208	2209, 2210, 2211
		2209	2210, 2211
		2210	2211
		2212	2213, 2214, 2215, 2216
		2213	2214, 2215, 2216
		2214	2215, 2216
		2215	2216

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1184682

Plan of Subdivision of Lot 1265
D.P. 1188352 covered by Council's
Subdivision Certificate No. 13043

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	2221	2212, 2213, 2214, 2215, 2216
		2231	2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211
		2233	That Part Lot 2273 denoted 'C'
		2238	2239, 2240, 2241
		2239	2240, 2241
		2240	2241
		2242	2243, 2244, 2245
		2243	2244, 2245
		2244	2245
		2249	2248
		2250	2251, 2252, 2253, 2254
		2251	2252, 2253, 2254
		2252	2253, 2254
		2253	2254
		2256	2255
		2273	2248, 2249, 2250, 2251, 2252, 2253, 2254

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

Lengths are in Metres

ePlan
Sheet 3 of 9 Sheets

Plan: DP1184682

Plan of Subdivision of Lot 1265
D.P. 1188352 covered by Council's
Subdivision Certificate No. 13043

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 to Drain Water 1 Wide	2221	2212, 2213, 2214, 2215, 2216
		2231	2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211
		2233	That Part Lot 2273 denoted 'C'
		2273	2250, 2251, 2252, 2253, 2254
3.	Easement for Padmount Substation 2.75 Wide	2245	Endeavour Energy
4.	Restriction on Use of Land	2244, 2245	Endeavour Energy
5.	Restriction on Use of Land	2244, 2245	Endeavour Energy
6.	Restriction on Use of Land	2201 to 2216 inclusive 2222 to 2245 inclusive 2250 to 2254 inclusive 2261 to 2269 inclusive	Blacktown City Council
7.	Restriction on Use of Land	2201 to 2269 inclusive	Blacktown City Council
8.	Restriction on Use of Land	2201 to 2269 inclusive	Landcom

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1184682

Plan of Subdivision of Lot 1265
D.P. 1188352 covered by Council's
Subdivision Certificate No. 13043

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	2270, 2271, 2272 & 2273	Blacktown City Council
10.	Restriction on Use of Land	Lot 2201 to 2269 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1184682

Plan of Subdivision of Lot 1265 D.P. 1188352 covered by Council's Subdivision Certificate No. 13043

Part 2

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

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 6 of 9 Sheets

Plan: DP1184682

Plan of Subdivision of Lot 1265 D.P. 1188352 covered by Council's Subdivision Certificate No. 13043

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 '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 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.

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 it achieves, 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.

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.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 7 of 9 Sheets

Plan: DP1184682

Plan of Subdivision of Lot 1265
D.P. 1188352 covered by Council's
Subdivision Certificate No. 13643

Part 2 (cont)

c. No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing elements contained in Blacktown City Council Growth Centre Precincts Development Control Plan 2010.

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 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.

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 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 City Council Growth Centre Precincts Development Control Plan 2010, suitability of the lot for any intended use and the payment of Section 94 Contributions.

Name of Authority empowered to release vary or modify 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.

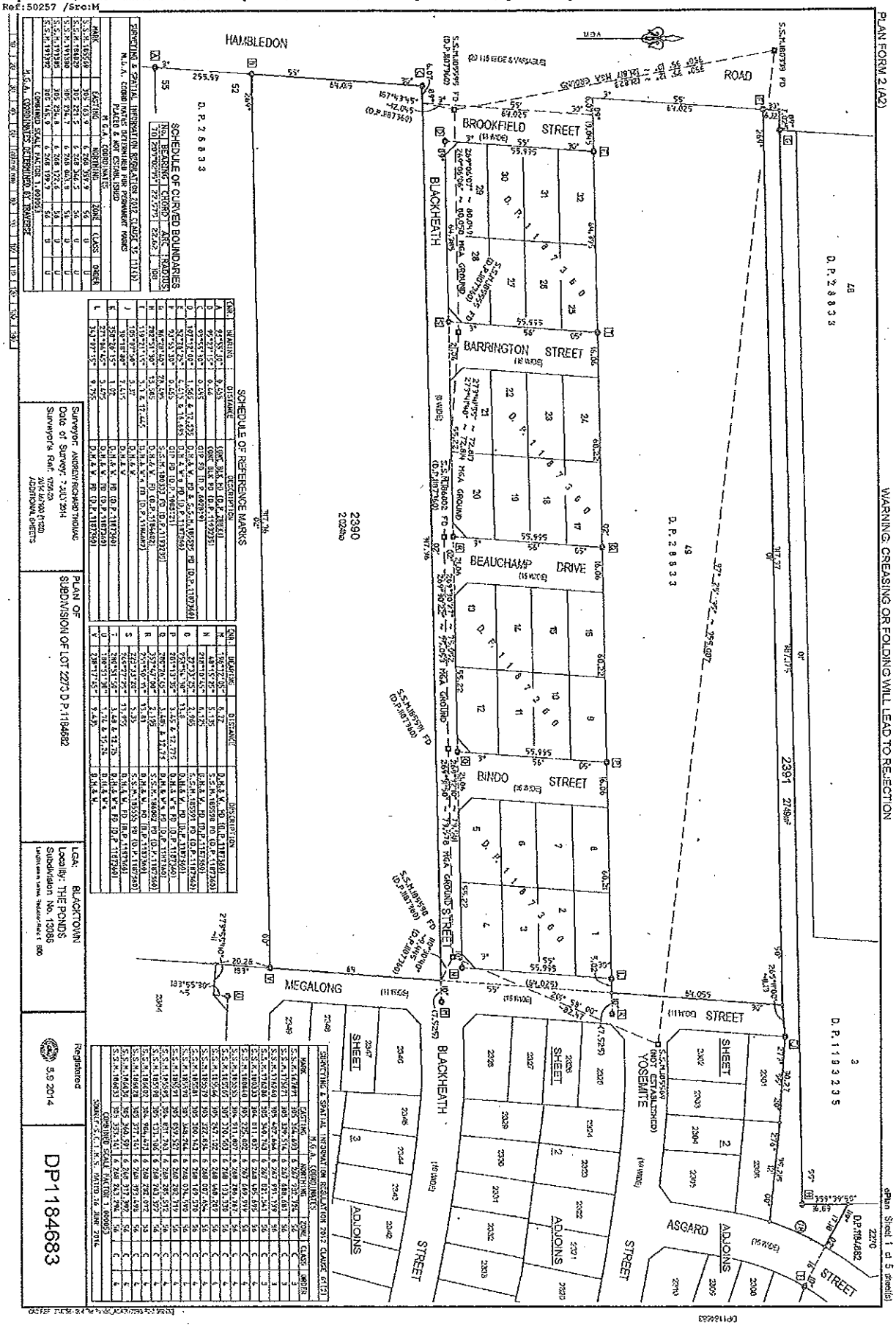
No building or structure shall be erected on the lot hereby burdened unless 25 MPa concrete is used for shallow footings and 32MPa concrete is used for concrete piers and swimming pools unless such concrete is designed and certified by a Chartered Professional Engineer.

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

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

Req:R159202 /Doc:DP 1184683 P /Rev:08-Sep-2014 /Sts:SC.OK /Prt:08-Sep-2014 14:45 /Pgs:ALL /Seq:1 of 7
Ref:50257 /Src:M



PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 2 of 5 sheet(s)

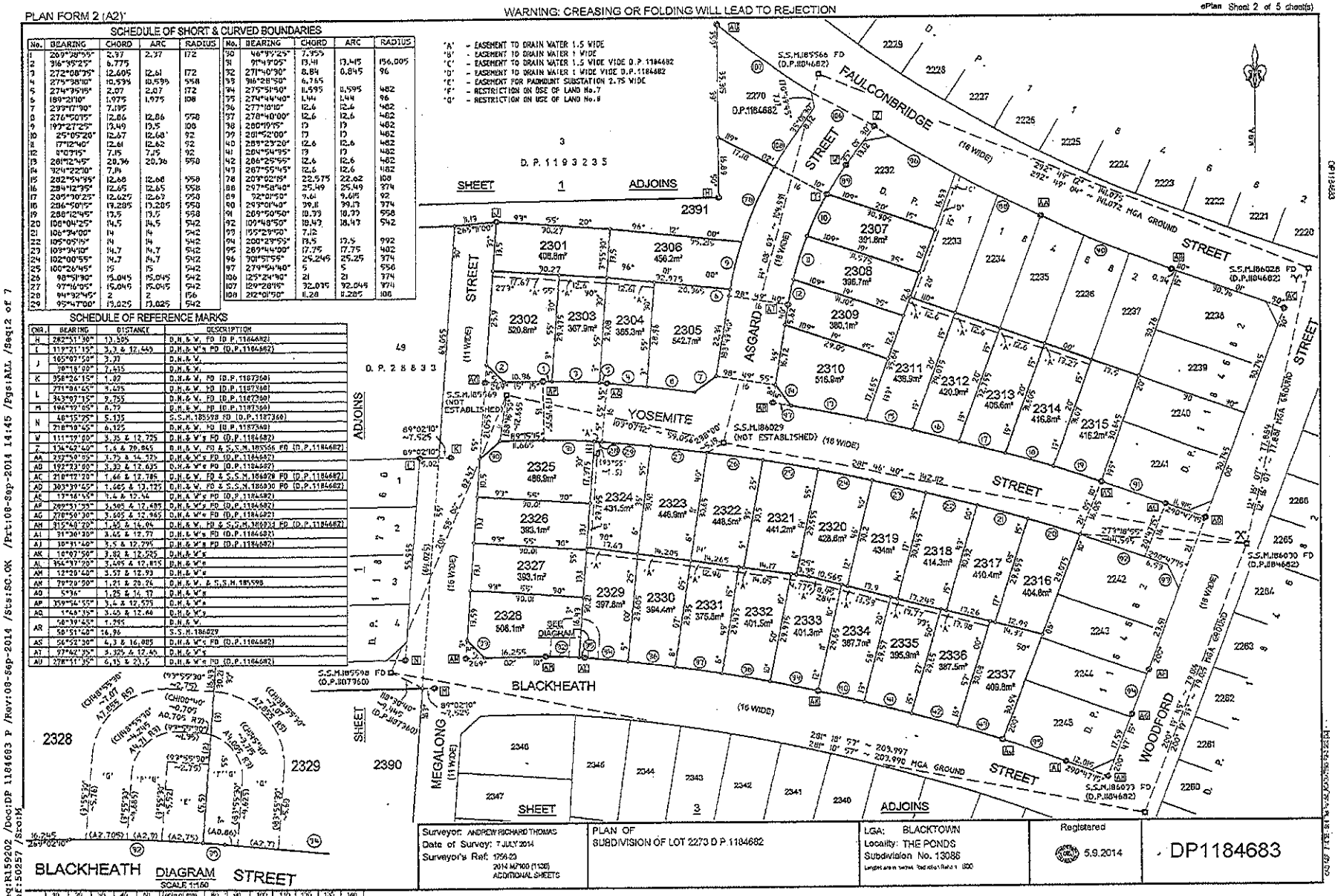
SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	269°38'55"	2.97	2.97	172	30	46°35'25"	7.359		
2	316°35'25"	6.775			31	91°49'05"	13.41	13.415	156.005
3	272°08'25"	12.605	12.61	172	32	271°40'30"	8.84	0.845	96
4	275°38'10"	10.594	10.595	558	33	316°28'50"	6.765		
5	274°35'15"	2.07	2.07	172	34	275°51'40"	11.595	11.595	482
6	189°23'10"	1.975	1.975	108	35	274°44'40"	1.44	1.44	96
7	279°17'30"	7.195			36	277°16'10"	12.6	12.6	482
8	276°50'15"	12.86	12.86	558	37	278°40'00"	12.6	12.6	482
9	193°27'25"	13.49	13.5	108	38	280°19'15"	13	13	482
10	25°05'20"	12.67	12.68	92	39	281°52'00"	13	13	482
11	17°12'40"	12.61	12.62	92	40	283°29'20"	12.6	12.6	482
12	9°10'15"	7.15	7.15	92	41	284°54'55"	13	13	482
13	288°12'45"	20.36	20.36	558	42	286°25'55"	12.6	12.6	482
14	92°42'20"	7.14			43	287°55'45"	12.6	12.6	482
15	282°54'55"	12.68	12.68	558	78	209°02'15"	22.575	22.62	108
16	284°12'35"	12.65	12.65	558	88	297°58'40"	25.49	25.49	374
17	285°30'25"	12.625	12.63	558	89	92°01'50"	9.61	9.615	92
18	286°50'15"	13.285	13.285	558	90	269°01'40"	39.11	39.13	374
19	288°12'45"	13.5	13.5	558	91	269°50'50"	10.39	10.39	558
20	106°04'25"	14.5	14.5	542	92	109°48'50"	18.43	18.47	542
21	106°34'00"	14	14	542	93	155°29'50"	7.12		
22	105°05'15"	14	14	542	94	200°29'55"	13.5	13.5	992
23	103°34'10"	14.7	14.7	542	95	269°44'00"	17.75	17.75	402
24	102°00'55"	14.7	14.7	542	96	301°51'55"	25.246	25.25	374
25	100°26'45"	15	15	542	97	279°54'40"	5	5	558
26	98°51'30"	15.045	15.045	542	106	152°24'50"	21	21	374
27	97°16'05"	15.045	15.045	542	107	129°28'15"	92.035	92.045	374
28	94°32'45"	2	2	156	108	212°01'50"	11.28	11.285	108
29	95°47'00"	13.025	13.025	542					

"A" - EASEMENT TO DRAIN WATER 1.5 WIDE
"B" - EASEMENT TO DRAIN WATER 1 WIDE
"C" - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE D.P. 1184682
"D" - EASEMENT TO DRAIN WATER 1 WIDE VIDE D.P.1184682
"E" - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
"F" - RESTRICTION ON USE OF LAND No.7
"G" - RESTRICTION ON USE OF LAND No.8

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
H	282°51'30"	13.595	D.H.& W. FD ID P.1184682
I	119°21'15"	2.3 & 12.445	D.H.& W's FD (D.P.1184682)
J	195°07'50"	2.37	D.H.& W.
	98°18'00"	7.615	D.H.& W.
K	358°26'15"	1.82	D.H.& W. FD (B.P.1187360)
	271°04'45"	5.695	D.H.& W. FD (D.P.1187360)
L	343°07'15"	9.755	D.H.& W. FD (D.P.1187360)
M	196°17'05"	8.72	D.H.& W. FD (D.P.1187360)
N	48°15'25"	5.135	S.S.M.185598 FD (D.P.1187360)
	218°19'45"	6.125	D.H.& W. FD (B.P.1187360)
W	111°17'00"	3.35 & 12.725	D.H.& W's FD (D.P.1184682)
Z	134°42'40"	1.6 & 20.845	D.H.& W. FD & S.S.M.185566 FD (D.P.1184682)
AA	227°50'55"	1.75 & 14.725	D.H.& W's FD (D.P.1184682)
AB	192°23'50"	3.33 & 12.635	D.H.& W's FD (D.P.1184682)
AC	218°12'20"	1.66 & 12.785	D.H.& W. FD & S.S.M.186078 FD (D.P.1184682)
AD	303°39'55"	1.665 & 13.125	D.H.& W. FD & S.S.M.186030 FD (D.P.1184682)
AE	17°46'55"	1.4 & 12.44	D.H.& W's FD (D.P.1184682)
AF	290°51'35"	3.305 & 12.485	D.H.& W's FD (D.P.1184682)
AG	278°50'30"	3.605 & 12.965	D.H.& W's FD (D.P.1184682)
AH	215°46'20"	1.65 & 16.04	D.H.& W. FD & S.S.M.186030 FD (D.P.1184682)
AI	91°30'30"	3.65 & 12.77	D.H.& W's FD (D.P.1184682)
AJ	10°31'40"	3.5 & 12.795	D.H.& W's FD (D.P.1184682)
AK	16°07'50"	3.82 & 12.525	D.H.& W's
AL	356°37'20"	3.495 & 12.815	D.H.& W's
AM	12°20'40"	3.57 & 12.93	D.H.& W's
AN	79°20'50"	1.21 & 20.24	D.H.& W. & S.S.M.185598
AO	5°36'	1.25 & 14.17	D.H.& W's
AP	359°16'55"	3.4 & 12.575	D.H.& W's
AQ	1°46'35"	3.65 & 12.66	D.H.& W's
AR	48°39'55"	1.795	D.H.& W.
	58°51'40"	16.96	S.S.M.186029
AS	56°52'30"	4.3 & 16.885	D.H.& W's FD (D.P.1184682)
AT	97°42'35"	3.325 & 12.46	D.H.& W's
AU	278°11'35"	6.15 & 23.5	D.H.& W's FD (D.P.1184682)



Surveyor: ANDREW RICHARD THOMAS Date of Survey: 7 JULY 2014 Surveyor's Ref: 1756.23 2014 M7100 (1136) ADDITIONAL SHEETS	PLAN OF SUBDIVISION OF LOT 2270 D.P.1184682	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13086	Registered 5.9.2014	DP1184683

Req:R159202 /Doc:DP 1184683 P /Rev:08-Sep-2014 /Sts:SC.OK /Prt:08-Sep-2014 14:45 /Pgs:ALL /Seq:2 of 5
Ref:50257 /Src:M

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION oPlan Sheet 3 of 5 sheet(s)

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
92	277°40'30"	8.84	8.845	96
94	275°51'50"	11.595	11.595	482
95	276°44'40"	1.44	1.44	96
96	277°16'10"	12.6	12.6	482
97	278°48'00"	12.6	12.6	482
98	280°19'15"	13	13	482
99	281°52'00"	13	13	482
100	283°23'20"	12.6	12.6	482
101	284°54'35"	13	13	482
102	286°25'55"	12.6	12.6	482
103	287°55'45"	12.6	12.6	482
104	107°30'25"	15.23	15.23	466
105	105°52'30"	13.49	13.49	466
106	104°16'15"	12.6	12.6	466
107	102°40'00"	13.48	13.48	466
108	100°59'55"	13.66	13.66	466
109	99°19'50"	13.47	13.47	466
110	97°40'25"	13.48	13.48	466
111	94°47'10"	1.085	1.085	80
112	96°00'35"	13.59	13.59	466
113	46°28'50"	7.365		
114	91°49'05"	7.405	7.405	80
115	277°39'45"	26.015	26.02	498
116	317°27'00"	6.79		
117	276°17'20"	13.52	13.52	498
118	278°07'20"	12.6	12.6	498
119	279°57'30"	12.6	12.6	498
120	281°48'30"	13.5	13.5	498
121	283°39'25"	12.6	12.6	498
122	285°19'35"	12.6	12.6	498
123	287°14'10"	14.6	14.6	498
124	108°08'30"	13.8	13.8	992
125	106°05'55"	14.17	14.17	992
126	104°01'40"	14.16	14.16	992
127	101°29'10"	13.78	13.78	992
128	100°00'55"	13.19	13.19	992
129	98°06'05"	13	13	992
130	96°12'05"	13	13	992
131	47°34'05"	7.295		
132	93°25'20"	25.015	25.02	992
133	283°49'50"	1.26	1.26	286
95	269°44'00"	17.75	17.75	482
98	109°31'35"	16.005	16.01	498
99	109°03'15"	11.22	11.22	992
100	268°59'15"	6.79	6.79	992
102	107°40'55"	17.985	17.99	466
104	155°47'15"	7.07		
109	91°13'40"	5	5	992

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE
'C' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE D.P.1184682
'N' - EASEMENT TO DRAIN WATER VARIABLE WIDTH
'P' - EASEMENT FOR UNDERGROUND CABLES 1 WIDE
'Q' - EASEMENT TO DRAIN WATER 16 WIDE & VARIABLE
'R' - POSITIVE COVENANT & RESTRICTION ON USE OF LAND No.16

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
M	196°12'05"	8.72	D.H.& W. FD (D.P.1187240)
U	108°51'30"	1.74 & 14.24	D.H.& W's
V	238°17'45"	9.475	D.H.& W.
AH	315°48'20"	1.45 & 14.04	D.H.& W. PD & S.S.M.186093 FD (D.P.1184682)
AJ	31°39'30"	3.65 & 12.77	D.H.& W's FD (D.P.1184682)
AJ	28°31'40"	3.2 & 12.795	D.H.& W's FD (D.P.1184682)
AK	18°07'50"	1.845 & 12.525	D.H.& W's
AL	354°37'20"	3.495 & 12.815	D.H.& W's
AM	12°20'40"	3.57 & 12.93	D.H.& W's
AN	79°26'50"	1.21 & 20.24	D.H.& W. & S.S.M.185596
AV	256°17'25"	1.715 & 21.11	D.H.& W's PD (D.P.1184682)
AW	208°59'50"	3.455 & 12.615	D.H.& W's PD (D.P.1184682)
AX	196°14'45"	3.455 & 12.875	D.H.& W's PD (D.P.1184682)
AY	348°11'40"	1.4 & 14.92	D.H.& W. PD & S.S.M.185581 FD (D.P.1184682)
AZ	188°32'05"	3.335 & 12.57	D.H.& W's
BA	229°19'30"	4.12 & 15.985	D.H.& W's

10 20 30 40 50 Links of mm 70 90 100 110 130 150 190

SHEET 2 ADJOINS

STREET (15 WIDE)
BLACKHEATH (8 WIDE) STREET
S.S.M.185598 FD (D.P.1187960)
BLACKHEATH STREET (16 WIDE)
MEGALONG STREET (11 WIDE)
MOUNTAIN (16 WIDE)
WOODFORD STREET (16 WIDE)
BULLABURRA STREET (16 WIDE)
S.S.M.199992 (NOT ESTABLISHED)
S.S.M.185581 FD (D.P.1184682)
S.S.M.185598 FD (D.P.1184682)
S.S.M.185596 FD (D.P.1184682)
S.S.M.185597 FD (D.P.1184682)
S.S.M.185598 (NOT ESTABLISHED)
S.S.M.186093 FD (D.P.1184682)
ADJOINS
SHEET 1
2390
MGA
2346 493.5m²
2345 385.3m²
2344 372m²
2343 370.3m²
2342 372.1m²
2341 376.4m²
2340 368.6m²
2339 381.5m²
2338 407.3m²
2347 383.4m²
2348 368.1m²
2349 464.1m²
2350 434.7m²
2351 384.7m²
2352 387.3m²
2353 412.5m²
2354 376.6m²
2355 374.2m²
2356 458.9m²
2363 401.3m²
2362 397.2m²
2361 379.1m²
2360 390.7m²
2359 381.3m²
2358 375m²
2357 407.5m²
2364 4318m²
S2 D. P. 2 8 8 3 3
S3 D. P. 2 8 8 3 3
S7 D. P. 2 8 8 3 3
D. P. 1 1 8 4 6 8 2
D.P.1184681
2135
2136
2137
2138
2139

Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 7 JULY 2014
Surveyor's Ref: 1756-20
2014 M7100 (1139)
ADDITIONAL SHEETS

PLAN OF
SUBDIVISION OF LOT 2273 D.P.1184682

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 13086
Lengths are in Metres. Reduction Ratio 1:600

Registered
5.9.2014

DP1184683

Req:R159202 /Doc:DP 1184683 P /Rev:08-Sep-2014 /Sts:SC.OK /Prt:08-Sep-2014 14:45 /Pgs:ALL /Seq:3 of 7
Ref:50257 /Src:M

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'C' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE D.P.1184682
'D' - EASEMENT TO DRAIN WATER 1 WIDE VIDE D.P.1184682
'H' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE D.P.1184681
'J' - RIGHT OF CARRIAGEWAY VARIABLE WIDTH
'K' - EASEMENT TO DRAIN WATER 2.5 WIDE

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
73	289°49'50"	L26	L26	208
74	106°28'05"	10.845	10.845	192
75	285°44'20"	12.6	12.6	208
76	289°07'45"	12.015	12.02	208
77	109°26'05"	9.045	9.045	192

S.S.M.191380 - S.S.M.191385 - 0° 00' 55" - 70.829

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
AV	254°17'25"	5.715 & 21.13	D.H.& W's FD (D.P.1184681)
BA	279°19'30"	4.12 & 15.085	D.H.& W's
BB	316°01'15"	2.66 & 12.85	D.H.& W. FD & S.S.M.185565 FD (D.P.1184681)
BC	259°33'50"	1.41 & 14.85	D.H.& W. FD & S.S.M.185590 FD (D.P.1184681)
BD	252°17'05"	1.425 & 16.225	D.H.& W. FD & S.S.M.185579 FD (D.P.1184681)
BE	286°34'	3.465 & 12.64	D.H.& W's FD (D.P.1184681)
BF	202°21'55"	3.4 & 12.605	D.H.& W's FD (D.P.1184681)
BG	241°24'25"	4.675 & 16.62	D.H.& W's FD (D.P.1184681)
BH	193°14'15"	3.36 & 12.66	D.H.& W's
DI	226°46'35"	3.66 & 13.8	D.H.& W's
HV	289°02'55"	4.34	D.H.& W. FD (D.P.1184681)

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 7 JULY 2014 Surveyor's Ref: 1759-23 2014 M7100 (1126) ADDITIONAL SHEETS	PLAN OF SUBDIVISION OF LOT 2273 D.P.1184682	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13086 Lengths are in metres. Reduction Ratio 1:600	Registered 5.9.2014	DP1184683

Req:R159202 /Doc:DP 1184683 P /Rev:08-Sep-2014 /Sts:SC.OK /Prt:08-Sep-2014 14:45 /Pgs:ALL /Seq:4 of 7
Ref:50257 /Src:M

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 5 of 5 sheet(s)

SCHEDULE OF REFERENCE MARKS

CNR	BEARING DISTANCE	DESCRIPTION
BD	262°17'55" 1.428 & 176.229	D.P.1184683 'B' & S.S.M.182377 PO (D.P.1184683)
BC	208°36'55" 1.465 & 172.64	D.P.1184683 'B' & 'C' PO (D.P.1184683)
BF	262°27'55" 1.428 & 57.695	D.P.1184683 'B' & 'F' PO (D.P.1184683)
DJ	262°27'55" 1.428 & 63.19	D.P.1184683 'B' & 'J' PO (D.P.1184683)
DJ	262°27'55" 1.428 & 63.19	D.P.1184683 'J' & 'K' PO (D.P.1184683)
BK	208°36'55" 1.465 & 229.565	D.P.1184683 'B' & 'K' PO (D.P.1184683)
BL	208°36'55" 1.465 & 229.565	D.P.1184683 'B' & 'K' PO (D.P.1184683)
BM	208°36'55" 1.465 & 229.565	D.P.1184683 'B' & 'K' PO (D.P.1184683)
BM	208°36'55" 1.465 & 229.565	D.P.1184683 'B' & 'K' PO (D.P.1184683)
BM	208°36'55" 1.465 & 229.565	D.P.1184683 'B' & 'K' PO (D.P.1184683)
BM	208°36'55" 1.465 & 229.565	D.P.1184683 'B' & 'K' PO (D.P.1184683)
BP	208°36'55" 1.465 & 229.565	D.P.1184683 'B' & 'K' PO (D.P.1184683)
BQ

PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePLAN

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 5.9.2014
Title System: TORRENS
Purpose: SUBDIVISION

Office Use Only

DP1184683

PLAN OF
SUBDIVISION OF LOT 2273 D.P.1184682

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: .....

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: .....
Accreditation number: N/A
Consent Authority: BLACKTOWN CITY COUNCIL
Date of endorsement: 27 AUGUST 2014
Subdivision Certificate number: 13086
File number: DA-12-288

*Strike through inapplicable parts.

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 7 JULY 2014

~~*(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. Thom Dated: 14 JULY 2014
Surveyor ID: 247
Datum Line: 'X' - 'Y'
Type: *~~Urban/*Rural~~ URBAN
~~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.

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:-
1. ASGARD STREET EXTENSION (16 WIDE)
2. YOSEMITE STREET EXTENSION (16 WIDE)
3. BLACKHEATH STREET EXTENSION (16 WIDE)
4. MEGALONG STREET (11 WIDE)
5. MOUNTAIN STREET EXTENSION (16 WIDE)
6. BULLABURRA STREET EXTENSION (16 WIDE)
7. HAZELBROOK STREET EXTENSION (16 WIDE)

Plans used in the preparation of survey/~~compilation~~
D.P.1152464
D.P.1180592
D.P.1184681
D.P.1184682
D.P.1187360

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference:
1756-23 -2014 M7100 (1136) ADDITIONAL SHEETS

CAD REF: 211756 - St 4 The Ponds_ACAD\1756G P2-3 S02 [00] -

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection eTrain

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 5.9.2014

Office Use Only

DP1184683

PLAN OF
SUBDIVISION OF LOT 2273 D.P.1184682

Subdivision Certificate number: 13086

Date of Endorsement: 27/8/14

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 TO DRAIN WATER 1 WIDE
3. EASEMENT TO DRAIN WATER 2.5 WIDE
4. EASEMENT TO DRAIN WATER VARIABLE WIDTH
5. RIGHT OF CARRIAGEWAY VARIABLE WIDTH
6. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
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
15. POSITIVE COVENANT
16. RESTRICTION ON USE OF LAND
17. EASEMENT TO DRAIN WATER 10 WIDE & VARIABLE
18. EASEMENT FOR UNDERGROUND CABLES 1 WIDE

TO RELEASE:-

1. RIGHT OF CARRIAGEWAY 7.5 WIDE VIDE D.P.1187360

SIGNED BY JEYAWEERASINGAM MAHENDRA AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION

J.Mahendra.
SIGNATURE

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
STREET ADDRESSES NOT AVAILABLE				

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-23 -2014 M7100 (1136) ADDITIONAL SHEETS

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P2-3 S02 (00) -

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

Plan:

DP1184683

Plan of Subdivision of Lot 2273 D.P.1184682 covered by Council's Subdivision Certificate No. 13086

Full Name and address of Proprietor of land:	LANDCOM Level 14 60 Station Street PARRAMATTA NSW 2150

Part 1 (Creation)

	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	2302	2303, 2304, 2305
		2303	2304, 2305
		2304	2305
		2311	2312, 2313, 2314, 2315
		2312	2313, 2314, 2315
		2313	2314, 2315
		2314	2315
		2324	2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337
		2329	2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337
		2330	2331, 2332, 2333, 2334, 2335, 2336, 2337
		2331	2332, 2333, 2334, 2335, 2336, 2337

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 2 of 15 Sheets

Plan:

DP1184683

Plan of Subdivision of Lot 2273 D.P.1184682 covered by Council's Subdivision Certificate No. 13086

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	2332	2333, 2334, 2335, 2336, 2337
		2333	2334, 2335, 2336, 2337
		2334	2335, 2336, 2337
		2335	2336, 2337
		2336	2337
		2345	2350, 2351, 2352, 2353, 2354, 2355, 2356, 2248/1184682, 2249/1184682
		2350	2351, 2352, 2353, 2354, 2355, 2356, 2248/1184682, 2249/1184682
		2351	2352, 2353, 2354, 2355, 2356, 2248/1184682, 2249/1184682
		2352	2353, 2354, 2355, 2356, 2248/1184682, 2249/1184682
		2353	2354, 2355, 2356, 2248/1184682, 2249/1184682
		2354	2355, 2356, 2248/1184682, 2249/1184682

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Sheet 3 of 15 Sheets

Lengths are in Metres

Plan:

DP1184683

Plan of Subdivision of Lot 2273 D.P.1184682 covered by Council's Subdivision Certificate No. 13086

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	2355	2356, 2248/1184682, 2249/1184682
		2358	2357
		2359	2357, 2358
		2360	2357, 2358, 2359
		2361	2357, 2358, 2359, 2360
		2362	2357, 2358, 2359, 2360, 2361, 2363
		2366	2381, 2382, 2383, 2384, 2385
		2381	2382, 2383, 2384, 2385
		2382	2383, 2384, 2385
		2383	2384, 2385
		2384	2385
2.	Easement to Drain Water 1 Wide	2324	2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337
		2345	2350, 2351, 2352, 2353, 2354, 2355, 2356, 2248/1184682, 2249/1184682
		2362	2357, 2358, 2359, 2360, 2361, 2363
3.	Easement to Drain Water 2.5 Wide	2366, 2367, 2380, 2381	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan
Sheet 4 of 15 Sheets

Lengths are in Metres

Plan:

DP1184683

Plan of Subdivision of Lot 2273
D.P.1184682 covered by Council's
Subdivision Certificate No. 13086

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 to Drain Water Variable Width	2364	Blacktown City Council
5.	Right of Carriageway Variable Width	2365, 2367, 2380, 2389	Blacktown City Council
6.	Easement for Padmount Substation 2.75 Wide	2328	Endeavour Energy
7.	Restriction on Use of Land	2328, 2329	Endeavour Energy
8.	Restriction on Use of Land	2328, 2329	Endeavour Energy
9.	Restriction on Use of Land	2301, 2306 to 2317 inclusive, 2321 to 2334 inclusive, 2337, 2341 to 2352 inclusive, 2357 to 2363 inclusive, 2368 to 2389 inclusive	Blacktown City Council
10.	Restriction on Use of Land	2301 to 2363 inclusive, 2368 to 2389 inclusive	Blacktown City Council
11.	Restriction on Use of Land	2301 to 2363 inclusive, 2368 to 2389 inclusive	Landcom
12.	Restriction on Use of Land	2364, 2365, 2366, 2367, 2390, 2391, 2392	Blacktown City Council
13.	Restriction on Use of Land	2312, 2313, 2314, 2315	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan
Sheet 5 of 15 Sheets

Lengths are in Metres

Plan:

DP1184683

Plan of Subdivision of Lot 2273 D.P.1184682 covered by Council's Subdivision Certificate No. 130~~86~~

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:-
14.	Restriction on Use of Land	2301 to 2311 inclusive, 2316 to 2363 inclusive, 2368 to 2389 inclusive	Blacktown City Council
15.	Positive Covenant	~~PART~~ 2364	Blacktown City Council
16.	Restriction on Use of Land	~~PART~~ 2364	Blacktown City Council
17.	Easement to Drain Water 10 Wide & Variable	2364	Blacktown City Council
18.	Easement for Underground Cables 1 Wide	2364	Endeavour Energy

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 6 of 15 Sheets

Plan:
DP1184683

Plan of Subdivision of Lot 2273
D.P.1184682 covered by Council's
Subdivision Certificate No. 13096

Part 1A (Release)

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Right of Carriageway 7.5 Wide Vide DP1187360	2273/1184682	Blacktown City Council

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~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 7 of 15 Sheets

Plan:

DP1184683

Plan of Subdivision of Lot 2273
D.P.1184682 covered by Council's
Subdivision Certificate No. 13086

Part 2

Name of Authority empowered to release vary or modify easement numbered 1, 2, 3, 4 and 5 in the plan is Blacktown City Council.

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

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

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1184683

Plan of Subdivision of Lot 2273
D.P.1184682 covered by Council's
Subdivision Certificate No. 13086

Part 2 (cont)

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

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 it achieves, 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.

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.

APPROVED BY BLACKTOWN CITY COUNCIL .....
~~General Manager~~ / Authorised Officer

ePlan
Sheet 9 of 15 Sheets

Lengths are in Metres

Plan:

DP1184683

Plan of Subdivision of Lot 2273
D.P.1184682 covered by Council's
Subdivision Certificate No. 13086

Part 2 (cont)

c. No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing elements contained in Blacktown City Council Growth Centre Precincts Development Control Plan 2010.

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 11 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 12 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 City Council Growth Centre Precincts Development Control Plan 2010, suitability of the lot for any intended use and the payment of Section 94 Contributions.

Name of Authority empowered to release vary or modify 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.

No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification A1 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

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

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1184683

Plan of Subdivision of Lot 2273
D.P.1184682 covered by Council's
Subdivision Certificate No. 13086

Part 2 (cont)

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 the design of the footing system is per exposure classification A2 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

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

Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the plan.

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed and/or installed on that part of the burdened lot denoted 'R' on the abovementioned plan, that they will:

   (a) Keep the system clean and free from silt, rubbish and debris

   (b) Maintain and repair, at the sole expense of the registered proprietor(s), that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements, a copy of which is held on Council File DA 12-288. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

   (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

   (d) Notify Council in writing after each programmed maintenance inspection.

   (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1184683

Plan of Subdivision of Lot 2273
D.P.1184682 covered by Council's
Subdivision Certificate No. 13086

Part 2 (cont)

2: Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

(a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.

(b) The Council may recover from the registered proprietor in a court of competent jurisdiction:

I. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. 12-288 and as detailed on the plans approved by Blacktown City Council as approved Construction Certificate No. 13-715 on 14/8/2013 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and temporary stormwater quality control devices and outlet works within that part of the lot hereby burdened denoted 'R' on the above mentioned plan.

Name of Authority empowered to release vary or modify positive covenant numbered 15 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1184683

Plan of Subdivision of Lot 2273
D.P.1184682 covered by Council's
Subdivision Certificate No. 13086

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 16 in the plan.

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the future Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the device') constructed within that part of the burdened lot denoted 'R' on the abovementioned plan that they will not, without the prior and express written consent of the Authority benefited:

1. Do any act, matter or thing which would prevent the device from operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations or additions to the device.
3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

This restriction shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purpose of this restriction, 'the device' means the stormwater quality improvement device to be constructed and/or installed on the land as required by Development Consent No 12-288 and as detailed on the plans approved by Blacktown City Council as Construction Certificate No. 13-715 on 14/8/2013 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within that part of the lot hereby burdened denoted 'R' on the above mentioned plan.

Name of Authority empowered to release vary or modify restriction numbered 16 in the plan is Blacktown City Council.

Name of Authority empowered to release vary or modify easement numbered 17 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 13 of 15 Sheets

Plan:

DP1184683

Plan of Subdivision of Lot 2273
D.P.1184682 covered by Council's
Subdivision Certificate No. 13096

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 18 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 restriction numbered 18 in the plan is Endeavour Energy.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 14 of 15 Sheets

Plan:

DP1184683

Plan of Subdivision of Lot 2273
D.P.1184682 covered by Council's
Subdivision Certificate No. 13086

Part 2 (cont)

SIGNED by me, JEYAWEERASINGAM MAHENDRA)
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

Kelly-Anne Small
.....
Name of Witness (BLOCK LETTERS)

24 Caledonian Avenue
winston hills
.....
Address of Witness

28 August 2014
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1184683

Plan of Subdivision of Lot 2273
D.P.1184682 covered by Council's
Subdivision Certificate No. 13086

Part 2 (cont)

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

R Simmonds
Signature of WITNESS

Raymond Simmonds
Name of Witness (BLOCK LETTERS)

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

J. Riethmuller
Signature of Attorney

Geoff Riethmuller
Name of Attorney

Network Property Mgr
Position

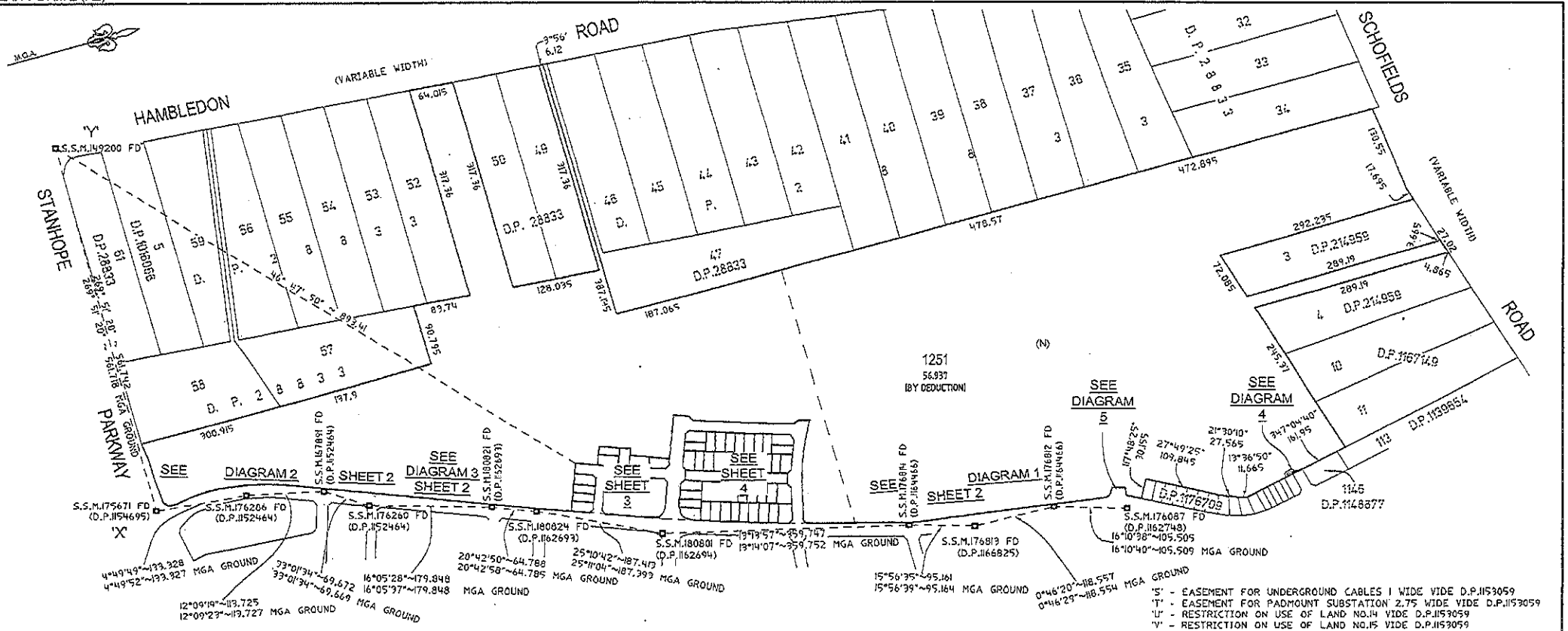
Date of Execution: 6-8-14

Reference: URS 12911
2012/01015/001

REGISTERED 5.9.2014

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

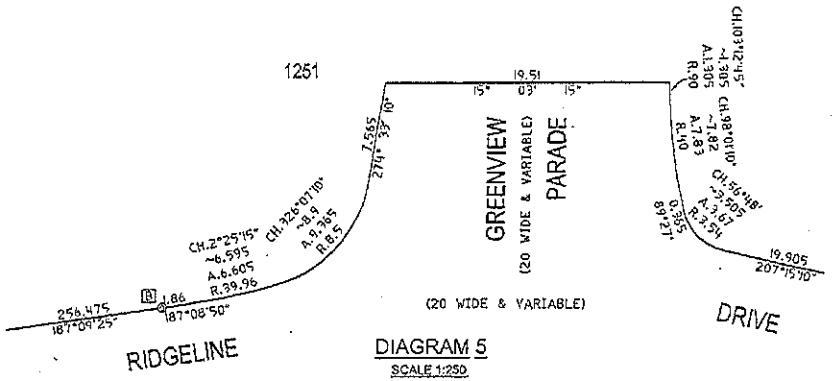


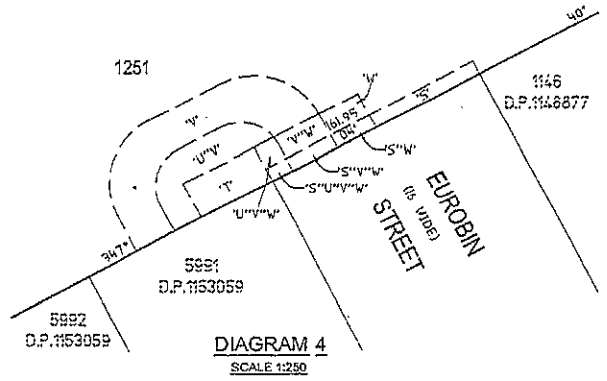
SCHEDULE OF REFERENCE MARK

CNR.	BEARING	DISTANCE	DESCRIPTION
B	256°52'	4.83	D.H.&W FD (D.P.1176709)

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)					
M.G.A. COORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.149200	305 767.769	6 267 687.265	56	C	3
S.S.M.167891	305 364.693	6 267 932.724	56	C	3
S.S.M.175671	305 329.514	6 267 688.681	56	C	3
S.S.M.176087	305 694.702	6 269 055.743	56	C	4
S.S.M.176260	305 402.666	6 267 991.139	56	C	3
S.S.M.176286	305 340.743	6 267 821.541	56	C	3
S.S.M.176812	305 665.304	6 268 954.407	56	C	4
S.S.M.176813	305 663.701	6 268 835.858	56	C	4
S.S.M.176814	305 697.558	6 268 744.350	56	C	4
S.S.M.180801	305 555.188	6 268 394.136	56	C	4
S.S.M.180821	305 452.524	6 268 163.948	56	C	4
S.S.M.180824	305 475.442	6 268 224.547	56	C	4
COMBINED SCALE FACTOR 1.000052					
SOURCE:S.C.I.M.S. DATED 22 MARCH 2013					

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b)					
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS PLACED & NOT ESTABLISHED					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.180808	305 469.2	6 268 444.7	56	U	U
S.S.M.180843	305 460.3	6 268 633.7	56	U	U
S.S.M.180846	305 528.7	6 268 608.0	56	U	U
COMBINED SCALE FACTOR 1.000052					
M.G.A. COORDINATES DETERMINED BY TRAVERSE					





Surveyor: ANDREW RICHARD THOMAS Date of Survey: 5 APRIL 2013 Surveyor's Ref: 1756-12	PLAN OF SUBDIVISION OF LOT 3172 D.P.1180592	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12888 Lengths are in metres. Reduction Ratio 1: 4000	Registered 17.6.2013	DP1177635

Req:R035116 /Doc:DP 1177635 P /Rev:17-Jun-2013 /Sts:SC.OK /Prt:08-Aug-2013 16:44 /Pgs:ALL /Seq:1 of 8
Ref: /Src:U

PLAN FORM 2 (A2) DP1177635 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 2 of 4 sheet(s)

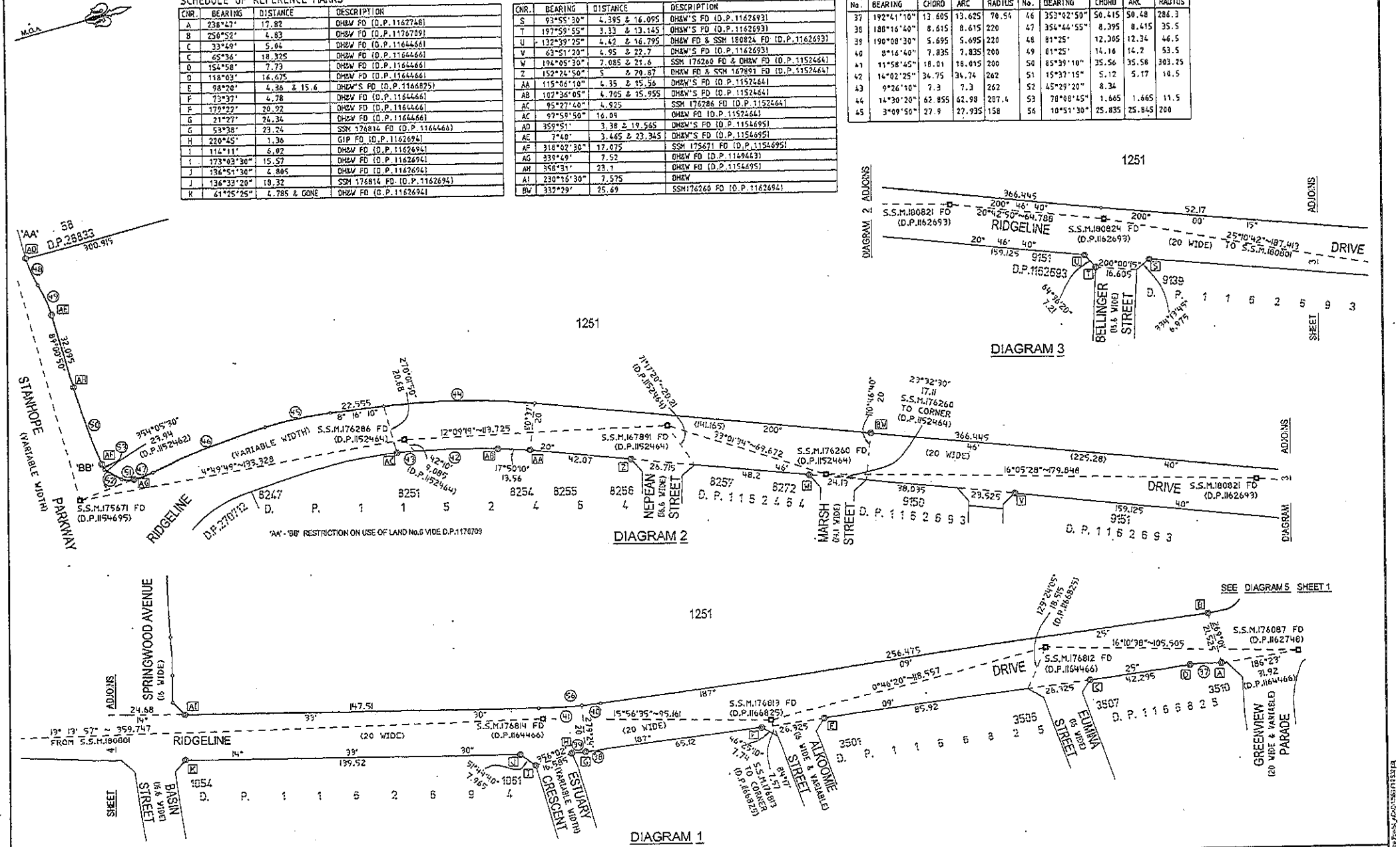
SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
A	238°47'	17.82	DH&W FD (D.P.1162748)
B	250°52'	4.83	DH&W FD (D.P.1176709)
C	33°49'	5.04	DH&W FD (D.P.1164466)
C	65°36'	18.325	DH&W FD (D.P.1164466)
D	154°58'	7.73	DH&W FD (D.P.1164466)
D	118°03'	16.675	DH&W FD (D.P.1164466)
E	98°20'	4.36 & 15.6	DH&W'S FD (D.P.1166825)
F	73°37'	4.78	DH&W FD (D.P.1164466)
F	179°22'	20.92	DH&W FD (D.P.1164466)
G	21°27'	24.34	DH&W FD (D.P.1164466)
G	53°38'	23.24	SSM 176814 FD (D.P.1164466)
H	220°45'	1.36	GIP FD (D.P.1162694)
I	114°11'	6.02	DH&W FD (D.P.1162694)
I	173°03'30"	15.57	DH&W FD (D.P.1162694)
J	136°51'30"	4.805	DH&W FD (D.P.1162694)
J	136°33'20"	18.32	SSM 176814 FD (D.P.1162694)
K	61°25'25"	4.785 & GONE	DH&W FD (D.P.1162694)

CNR.	BEARING	DISTANCE	DESCRIPTION
S	93°55'30"	4.395 & 16.095	DH&W'S FD (D.P.1162693)
T	197°59'55"	3.33 & 13.145	DH&W'S FD (D.P.1162693)
U	132°39'25"	4.42 & 16.795	DH&W FD & SSM 180824 FD (D.P.1162693)
V	63°51'20"	4.95 & 22.7	DH&W'S FD (D.P.1162693)
W	194°05'30"	7.085 & 21.6	SSM 176260 FD & DH&W FD (D.P.1152464)
Z	152°24'50"	S & 20.87	DH&W FD & SSM 167891 FD (D.P.1152464)
AA	115°06'10"	4.35 & 15.56	DH&W'S FD (D.P.1152464)
AB	102°36'05"	4.765 & 15.955	DH&W'S FD (D.P.1152464)
AC	95°27'40"	4.925	SSM 176286 FD (D.P.1152464)
AC	97°59'50"	16.09	DH&W FD (D.P.1152464)
AD	359°51'	3.38 & 19.565	DH&W'S FD (D.P.1154695)
AE	7°40'	3.465 & 23.345	DH&W'S FD (D.P.1154695)
AF	318°02'30"	17.075	SSM 175671 FD (D.P.1154695)
AG	339°49'	7.52	DH&W FD (D.P.1149443)
AH	358°31'	23.1	DH&W FD (D.P.1154695)
AI	230°16'30"	7.575	DH&W
BW	337°29'	25.69	SSM176260 FD (D.P.1162694)

SCHEDULE OF CURVED & SHORT BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
37	192°41'10"	13.605	13.625	70.54	46	353°02'50"	50.415	50.48	286.3
38	188°16'40"	8.615	8.615	220	47	354°44'55"	8.395	8.415	35.5
39	190°08'30"	5.695	5.695	220	48	81°25'	12.305	12.34	46.5
40	8°16'40"	7.835	7.835	200	49	81°25'	14.16	14.2	53.5
41	11°58'45"	18.01	18.015	200	50	85°39'10"	35.56	35.58	303.25
42	14°02'25"	34.75	34.74	262	51	15°37'15"	5.12	5.17	18.5
43	9°26'10"	7.3	7.3	262	52	45°29'20"	8.34		
44	14°30'20"	62.855	62.98	287.4	53	78°08'45"	1.665	1.665	11.5
45	3°09'50"	27.9	27.935	158	56	10°51'30"	25.835	25.845	200



Surveyor: ANDREW RICHARD THOMAS Date of Survey: 5 APRIL 2013 Surveyor's Ref: 1756-12	PLAN OF SUBDIVISION OF LOT 3172 D.P.1180592	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12888 Lengths are in metres. Reduction Ratio 1 : 1000	Registered 17.6.2013	DP1177635

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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

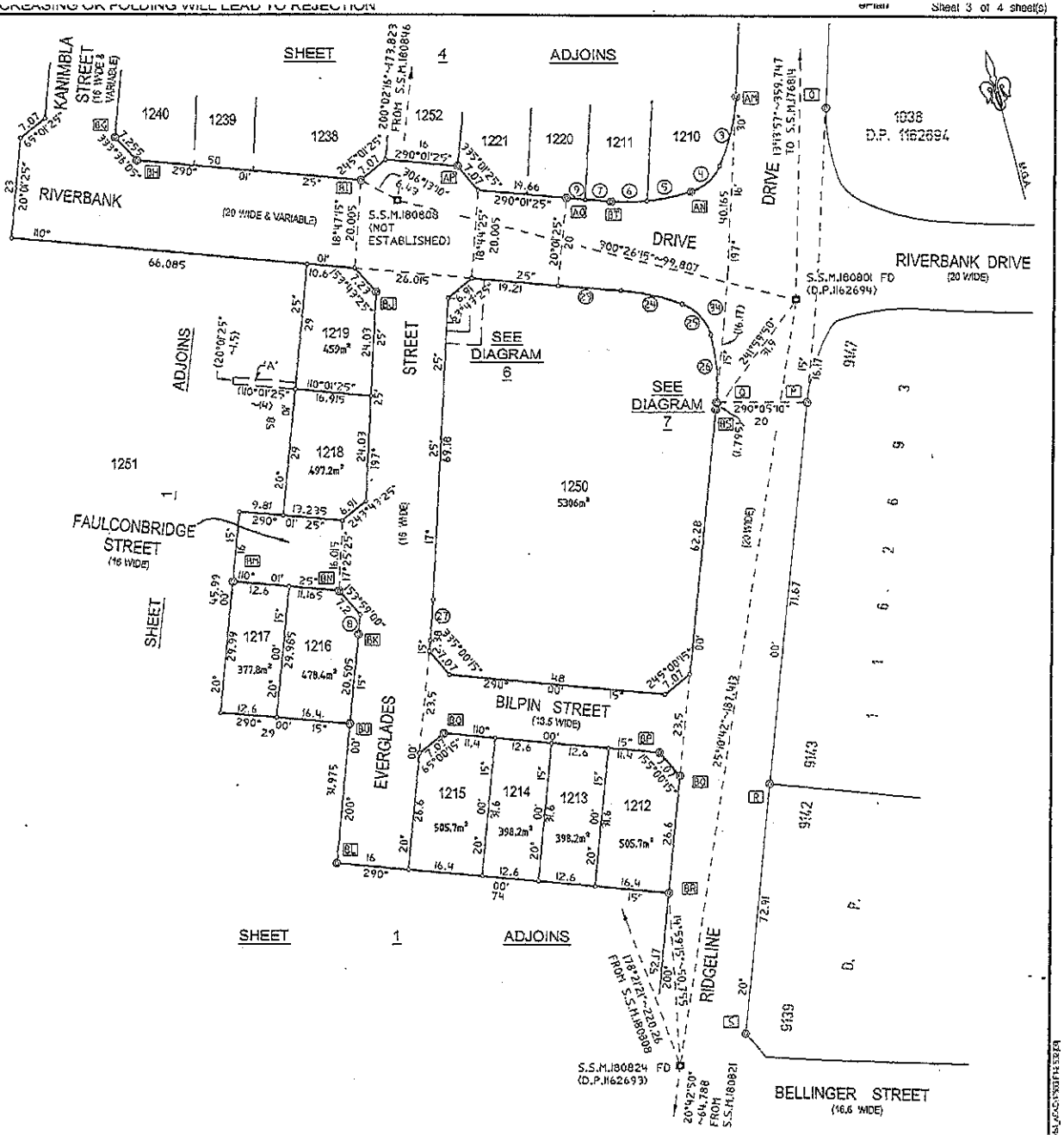
SCHEDULE OF CURVED BOUNDARIES

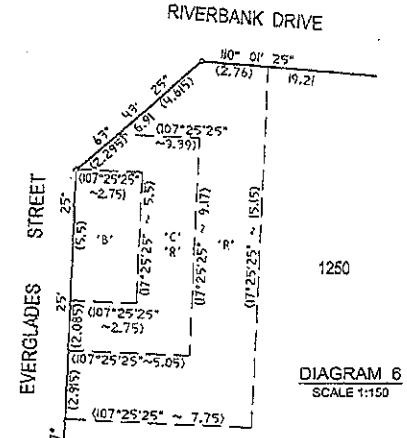
No.	BEARING	CHORD	ARC	RADIUS
3	207°33'45"	14.25	16.34	45.5
4	242°06'25"	8.625	8.89	10.5
5	272°35'40"	9.96	9.98	45.51
6	283°57'55"	7.885	7.89	45.5
7	289°07'05"	5.735	5.735	490
8	199°26'10"	4.48	4.48	192
9	289°53'55"	4.15	4.15	490
23	109°14'25"	13.94	13.94	510
24	117°11'05"	13.805	13.86	45.5
25	152°59'50"	9.56	9.925	10.5
26	190°05'45"	15.74	15.815	45.5
27	18°42'50"	9.365	9.365	208
30	118°20'05"	1.41	1.41	258
34	198°42'40"	11.9	11.9	250

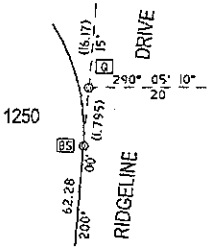
SCHEDULDE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
O	120°17'50"	4.42 & 15.885	DH&W'S FD (D.P.1162694)
P	95°33'45"	4.445 & 15.955	DH&W'S FD (D.P.1162694)
Q	331°24'	6.06	DH&W FD (D.P.1162694)
R	109°52'10"	4.285 & 15.47	DH&W'S FD (D.P.1162693)
S	93°55'30"	4.395 & 16.095	DH&W'S FD (D.P.1162693)
AM	286°21'10"	4.44	DH&W
AN	23°17'55"	4.98 & 20.99	DH&W'S
AO	24°15'25"	4.41 & 15.635	DH&W'S
AP	85°24'	3.64 & 16.305	DH&W & SSM180808
BG	107°10'10"	3.92	DH&W
BG	107°28'15"	12.23	DH&W
BH	22°21'40"	4.33	DH&W
BH	21°19'30"	15.57	DH&W
BJ	16°28'40"	4.31	DH&W
BJ	299°25'15"	26.71	DH&W
BJ	289°48'35"	3.45	DH&W
BJ	266°27'50"	23.565	DH&W
BK	238°03'50"	5.415 & 19.675	DH&W'S
BL	247°41'20"	4.905 & 17.035	DH&W'S
BM	228°00'20"	3.835 & 14.2	DH&W'S
BN	196°40'	3.45 & 12.57	DH&W'S
BO	196°05'05"	3.355 & 12.65	DH&W'S
BP	204°33'10"	3.38 & 12.59	DH&W'S
BQ	212°38'10"	6.66	DH&W
BR	293°42'25"	4.465	DH&W
BS	315°57'	5.66	DH&W
BT	10°35'	4.415 & 15.795	DH&W'S
BU	312°30'50"	3.7 & 13.69	DH&W'S

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE







'B' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
'C' - RESTRICTION ON USE OF LAND No.3
'R' - RESTRICTION ON USE OF LAND No.4

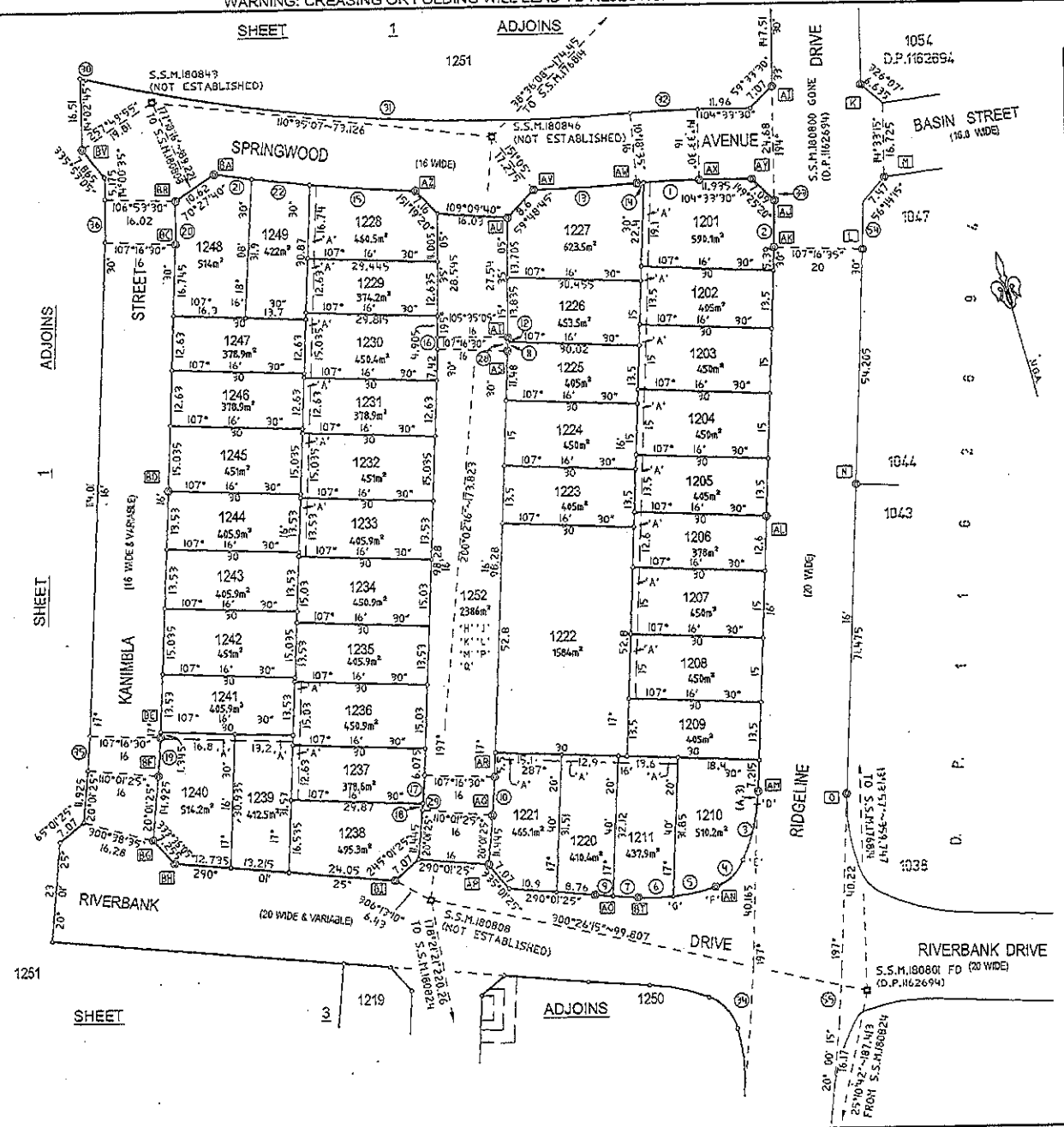
Surveyor: ANDREW RICHARD THOMAS Date of Survey: 5 APRIL 2013 Surveyor's Ref: 1756-12	PLAN OF SUBDIVISION OF LOT 3172 D.P.1180592	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12888 Length of arc in metres. Reduction Ratio 1: 700	Registered 17.6.2013	DP1177635

Req:R035116 /Doc:DP 1177635 P /Rev:17-Jun-2013 /Sts:SC.OK /Prt:08-Aug-2013 16:44 /Pgs:ALL /Seq:3 of 8
Ref: /Src:U

PLAN FORM 2 (A2) DP1177635 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION oPlan Sheet 4 of 4 sheet(s)

SCHEDULDE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	DESCRIPTION
K	61°05'25"	4.705 & GONE	DH&V FD (D.P.1162694)
L	91°07'25"	4.595 & 16.13	DH&V'S FD (D.P.1162694)
M	122°16'	5.83 & GONE	DH&V FD (D.P.1162694)
N	115°26'15"	4.365 & 15.625	DH&V'S FD (D.P.1162694)
O	190°57'50"	4.42 & 15.885	DH&V'S FD (D.P.1162694)
AI	230°16'30"	7.575	DH&V
AJ	168°16'30"	9.335	DH&V
AK	242°52'40"	6.105	DH&V
AL	297°03'05"	15.83	DH&V
AM	286°21'10"	4.44	DH&V
AN	23°17'55"	4.98 & 20.39	DH&V'S
AO	26°15'25"	4.41 & 15.635	DH&V'S
AP	85°24'	3.64 & 16.305	DH&V & SSM 180808
AQ	117°53'05"	3.29 & 12.53	DH&V'S
AR	110°59'20"	3.305 & 12.515	DH&V'S
AS	89°25'25"	3.485	DH&V
AS	102°54'35"	12.535	DH&V
AT	94°16'45"	3.395	DH&V
AT	105°23'	12.495	DH&V
AU	109°31'40"	3.31	DH&V
AU	108°13'05"	12.495	DH&V
AV	170°43'	3.67	DH&V
AV	190°02'05"	12.575	DH&V
AW	196°59'50"	3.37	DH&V
AW	193°22'05"	12.585	DH&V
AX	198°15'20"	3.45	DH&V
AX	197°53'45"	12.57	DH&V
AY	209°22'15"	3.485	DH&V
AY	194°28'50"	12.565	DH&V
AZ	199°01'35"	3.415	DH&V
A2	195°20'35"	12.54	DH&V
BA	194°55'	3.475	DH&V
BA	195°28'25"	12.74	DH&V
BB	163°55'25"	2.96	DH&V
BB	128°43'35"	11.475	DH&V
BC	105°29'35"	3.225	DH&V
BC	104°58'15"	12.41	DH&V
BD	109°02'50"	3.315	DH&V
BD	129°46'10"	13.525	DH&V
BE	134°25'20"	3.735	DH&V
BE	117°15'55"	12.625	DH&V
BF	105°09'05"	3.71	DH&V
BF	101°29'55"	12.375	DH&V
BG	107°10'10"	3.02	DH&V
BG	107°28'15"	12.23	DH&V
BH	22°21'40"	4.33	DH&V
BH	21°19'30"	15.57	DH&V
BI	16°28'40"	4.31	DH&V
BI	299°25'15"	26.71	DH&V
BT	10°35'	4.415 & 15.795	DH&V's
BV	261°50'10"	5.685	DH&V
BV	233°19'50"	13.925	DH&V



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	102°40'20"	12.64	12.645	192
2	196°04'05"	10.535	10.535	250
3	207°33'45"	16.25	16.34	45.5
4	242°06'25"	8.625	8.89	10.5
5	272°35'40"	9.96	9.98	45.5
6	283°57'55"	7.885	7.89	45.5
7	289°07'05"	5.735	5.735	490
9	289°53'55"	4.15	4.15	490
10	18°39'00"	8.825	8.83	184
11	16°44'25"	2.015	2.015	108
12	15°53'40"	1.17	1.17	108
13	101°57'50"	23.565	23.565	408
14	100°32'50"	1.595	1.595	192
15	109°05'40"	23.985	23.985	408
16	196°25'45"	2.715	2.715	92
17	198°23'35"	6.555	6.555	168
18	199°46'00"	1.505	1.505	168
19	18°39'00"	8.825	8.83	184
20	15°46'05"	9.68	9.68	184
21	113°14'35"	8.58	8.58	408
22	111°42'35"	13.255	13.26	408
28	196°25'45"	3.185	3.185	108
29	18°39'00"	8.06	8.06	168
30	118°20'05"	1.41	1.41	258
31	109°24'00"	123.875	124.4	392
32	102°26'00"	15.42	15.425	200
33	14°42'35"	1.32	1.32	250
34	198°42'40"	11.9	11.9	250
35	18°39'00"	8.06	8.06	168
36	15°38'30"	9.575	9.575	168
54	16°07'45"	10.81	10.81	270
55	18°42'40"	12.85	12.855	270

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'D'-'E'-'F'-'G' - RESTRICTION ON USE OF LAND No.17
'H' - RIGHT OF CARRIAGEWAY (WHOLE OF LOT 1252)
'J' - EASEMENT FOR GARBAGE COLLECTION (WHOLE OF LOT 1252)
'K' - EASEMENT FOR UNDERGROUND CABLES (WHOLE OF LOT 1252)
'L' - EASEMENT FOR WATER SUPPLY PURPOSES (WHOLE OF LOT 1252)
'M' - EASEMENT FOR ACCESS & DRAINAGE PURPOSES (WHOLE OF LOT 1252)
'P' - EASEMENT TO DRAIN WATER (WHOLE OF LOT 1252)
'Q' - EASEMENT FOR SERVICES (WHOLE OF LOT 1252)

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 5 APRIL 2013 Surveyor's Ref: 1756-12	PLAN OF SUBDIVISION OF LOT 3172 D.P.1180592	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12888 Lengths are in metres. Reduction Ratio 1 : 700	Registered 17.6.2013	DP1177635

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DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 17.6.2013

Office Use Only

DP1177635

PLAN OF
SUBDIVISION OF LOT 3172 D.P.1180592

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: 12888

Date of Endorsement: 28/5/13

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 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. RIGHT OF CARRIAGEWAY (WHOLE LOT 1252)
7. EASEMENT FOR GARBAGE COLLECTION (WHOLE LOT 1252)
8. EASEMENT FOR UNDERGROUND CABLES (WHOLE LOT 1252)
9. EASEMENT FOR WATER SUPPLY PURPOSES (WHOLE LOT 1252)
10. EASEMENT FOR ACCESS & DRAINAGE PURPOSE (WHOLE LOT 1252)
11. POSITIVE COVENANT
12. EASEMENT TO DRAIN WATER. (WHOLE LOT 1252)
13. EASEMENT FOR SERVICES (WHOLE LOT 1252)
14. RESTRICTION ON USE OF LAND
15. RESTRICTION ON USE OF LAND
16. RESTRICTION ON USE OF LAND
17. RESTRICTION ON USE OF LAND
18. RESTRICTION ON USE OF LAND
19. 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

C L Osborne
.....
SIGNATURE

J. Maheendra
JEYAWEERASINGAM MAHENDRA
LEVEL 14, 60 STATION STREET
WESTMEAD NSW 2150

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-12

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P1-2 S02 1001 - F.G. - A.H.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered: 17.6.2013 (Office Use Only)

Office Use Only

DP1177635

PLAN OF
SUBDIVISION OF LOT 3172 D.P.1180592

Subdivision Certificate number: 12888

Date of Endorsement: 28/5/13

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.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1201	STREET ADDRESS NOT AVAILABLE			
1202	STREET ADDRESS NOT AVAILABLE			
1203	STREET ADDRESS NOT AVAILABLE			
1204	STREET ADDRESS NOT AVAILABLE			
1205	STREET ADDRESS NOT AVAILABLE			
1206	STREET ADDRESS NOT AVAILABLE			
1207	STREET ADDRESS NOT AVAILABLE			
1208	STREET ADDRESS NOT AVAILABLE			
1209	STREET ADDRESS NOT AVAILABLE			
1210	138	RIVERBANK	DRIVE	THE PONDS
1211	140	RIVERBANK	DRIVE	THE PONDS
1212	1	BILPIN	STREET	THE PONDS
1213	3	BILPIN	STREET	THE PONDS
1214	5	BILPIN	STREET	THE PONDS
1215	7	BILPIN	STREET	THE PONDS
1216	1	FAULCONBRIDGE	STREET	THE PONDS
1217	3	FAULCONBRIDGE	STREET	THE PONDS
1218	2	FAULCONBRIDGE	STREET	THE PONDS
1219	STREET ADDRESS NOT AVAILABLE			
1220	142	RIVERBANK	DRIVE	THE PONDS
1221	144	RIVERBANK	DRIVE	THE PONDS
1222	STREET ADDRESS NOT AVAILABLE			
1223	STREET ADDRESS NOT AVAILABLE			
1224	STREET ADDRESS NOT AVAILABLE			
1225	STREET ADDRESS NOT AVAILABLE			
1226	STREET ADDRESS NOT AVAILABLE			
1227	STREET ADDRESS NOT AVAILABLE			
1228	STREET ADDRESS NOT AVAILABLE			
1229	STREET ADDRESS NOT AVAILABLE			
1230	STREET ADDRESS NOT AVAILABLE			
1231	STREET ADDRESS NOT AVAILABLE			
1232	STREET ADDRESS NOT AVAILABLE			
1233	STREET ADDRESS NOT AVAILABLE			
1234	STREET ADDRESS NOT AVAILABLE			
1235	STREET ADDRESS NOT AVAILABLE			

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-12

CAD REF: Z:\1756 - St 4 The Ponds_ACAD\1756G P1-2 S02 1001 - F.G. - A.H.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Registered: 17.6.2013

Office Use Only

DP1177635

PLAN OF
SUBDIVISION OF LOT 3172 D.P.1180592

Subdivision Certificate number: 12888

Date of Endorsement: 28/5/13

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.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1236	STREET ADDRESS NOT AVAILABLE			
1237	STREET ADDRESS NOT AVAILABLE			
1238	STREET ADDRESS NOT AVAILABLE			
1239	148	RIVERBANK	DRIVE	THE PONDS
1240	150	RIVERBANK	DRIVE	THE PONDS
1241	4	KANIMBLA	STREET	THE PONDS
1242	6	KANIMBLA	STREET	THE PONDS
1243	8	KANIMBLA	STREET	THE PONDS
1244	10	KANIMBLA	STREET	THE PONDS
1245	12	KANIMBLA	STREET	THE PONDS
1246	14	KANIMBLA	STREET	THE PONDS
1247	16	KANIMBLA	STREET	THE PONDS
1248	9	SPRINGWOOD	AVENUE	THE PONDS
1249	7	SPRINGWOOD	AVENUE	THE PONDS
1250	STREET ADDRESS NOT AVAILABLE			
1251	STREET ADDRESS NOT AVAILABLE			
1252	STREET ADDRESS NOT AVAILABLE			
SOURCE: BLACKTOWN CITY COUNCIL				

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-12

CAD REF: Z:\1756 - St 4 The Ponds\CAD\1756 P1-2 S02 1001 - F.G. - A.H.

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

ePlan

Lengths are in Metres

Plan: DP1177635

Plan of Subdivision of Lot 3172
D.P. 1180592 covered by Council's
Subdivision Certificate No. 12888

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 to Drain Water 1.5 Wide	1201	1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209
		1202	1203, 1204, 1205, 1206, 1207, 1208, 1209
		1203	1204, 1205, 1206, 1207, 1208, 1209
		1204	1205, 1206, 1207, 1208, 1209
		1205	1206, 1207, 1208, 1209
		1206	1207, 1208, 1209
		1207	1208, 1209
		1208	1209
		1211	1210
		1220	1210, 1211
		1221	1210, 1211, 1220
		1228	1229, 1230, 1231, 1232, 1233, 1234
		1229	1230, 1231, 1232, 1233, 1234
		1230	1231, 1232, 1233, 1234

APPROVED BY BLACKTOWN CITY COUNCIL .....

General Manager / Authorised Officer

Lengths are in Metres

Sheet 2 of 13 Sheets

Plan: DP1177635

Plan of Subdivision of Lot 3172
D.P. 1180592 covered by Council's
Subdivision Certificate No. 12888

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	1231	1232, 1233, 1234
		1232	1233, 1234
		1233	1234
		1236	1235, 1237, 1238
		1237	1238
		1239	1235, 1236, 1237, 1238
		1240	1235, 1236, 1237, 1238, 1239
		1251	1219
2.	Easement for Padmount Substation 2.75 Wide	1250	Endeavour Energy
3.	Restriction on Use of Land	1250	Endeavour Energy
4.	Restriction on Use of Land	1250	Endeavour Energy
5.	Restriction on Use of Land	1206 to 1217 inclusive, 1219, 1220, 1221, 1229 to 1249 inclusive	Blacktown City Council
6.	Right of Carriageway (Whole Lot 1252)	1252	1222 to 1238 inclusive
7.	Easement for Garbage Collection (Whole Lot 1252)	1252	Blacktown City Council
8.	Easement for Underground Cables (Whole Lot 1252)	1252	Endeavour Energy

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

Lengths are in Metres

Plan: DP1177635

Plan of Subdivision of Lot 3172 D.P. 1180592 covered by Council's Subdivision Certificate No. 12888

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.	Easement for Water Supply Purposes (Whole Lot 1252)	1252	Sydney Water Corporation
10.	Easement for Access & Drainage Purposes (Whole lot 1252)	1252	Sydney Water Corporation
11.	Positive Covenant	1252	Sydney Water Corporation
12.	Easement to Drain Water (Whole Lot 1252)	1252	Blacktown City Council
13.	Easement for Services (Whole Lot 1252)	1252	1222 to 1238 inclusive
14.	Restriction on Use of Land	1223 to 1238 inclusive	Blacktown City Council
15.	Restriction on Use of Land	1201 to 1221 inclusive & 1223 to 1249 inclusive	Blacktown City Council
16.	Restriction on Use of Land	1201 to 1221 inclusive & 1223 to 1249 inclusive	Landcom
17.	Restriction on Use of Land	1210	Blacktown City Council
18.	Restriction on Use of Land	1222, 1250, 1251	Blacktown City Council
19.	Restriction on Use of Land	1201 to 1249 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1177635

Plan of Subdivision of Lot 3172
D.P. 1180592 covered by Council's
Subdivision Certificate No. 12888

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 'C' 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.

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are In Metres

Sheet 5 of 13 Sheets

Plan: DP1177635

Plan of Subdivision of Lot 3172
D.P. 1180592 covered by Council's
Subdivision Certificate No. 12888

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 'R' 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 the terms of the 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 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 5 in the plan is Blacktown City Council.

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

A Right of Carriageway as set out in Part 1 of Schedule 8 of the Conveyancing Act 1919.

This easement extinguishes without any further assurance upon the burdened lot being dedicated as a Public Road under The Roads Act 1993.

Name of authority having the power to release vary or modify the terms of the easement numbered 6 in the abovementioned plan is Blacktown City Council

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

An easement entitling Blacktown City Council its servants and agents and persons authorised by it to enter upon the subject land and to operate thereon vehicles and other equipment for the purpose of garbage collection AND In relation to such easement as hereinbefore granted to the Council the registered proprietor from time to time of the lot herein burdened DOTH HEREBY COVENANT with the Council:-

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1177635

Plan of Subdivision of Lot 3172
D.P. 1180592 covered by Council's
Subdivision Certificate No. 12888

Part 2 (cont)

THAT in the absence of negligence of the part of the Council, its servants, agent and those authorised by the Council to enter the subject property to collect garbage they will not be liable for any damage caused to the subject land or any part thereof, or to any property located therein or thereon by reason of the operation thereon of any vehicle or other equipment used in the collection of garbage and THAT the registered proprietor for the time being of the subject land indemnifies the Council, its servants, agent and persons authorised by it to collect garbage against liability in respect of such claims made by any person whomsoever.

This easement extinguishes without any further assurance upon the burdened lot being dedicated as a Public Road under The Roads Act 1993.

Name of authority having the power to release vary or modify the terms of the easement numbered 7 in the abovementioned plan is Blacktown City Council.

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

This easement extinguishes without any further assurance upon the burdened lot being dedicated as a Public Road under The Roads Act 1993.

Terms of easement, profit á pendre, restriction or positive covenant numbered 9 in the plan.

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

The terms of this Easement are to be read in conjunction with the terms of the Easement for Access and Drainage Purposes and the Positive Covenant numbered 10 and 11 in the plan.

This easement extinguishes without any further assurance upon the burdened lot being dedicated as a Public Road under The Roads Act 1993.

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 7 of 13 Sheets

Plan: DP1177635

Plan of Subdivision of Lot 3172 D.P. 1180592 covered by Council's Subdivision Certificate No. 12868

Part 2 (cont)

Terms of easement, profit á pendre, restriction or positive covenant numbered 10 in the plan.

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

The terms of this Easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes and the Positive Covenant numbered 9 and 11 in the plan.

This easement extinguishes without any further assurance upon the burdened lot being dedicated as a Public Road under The Roads Act 1993.

Terms of easement, profit á pendre, restriction or positive covenant numbered 11 in the plan.

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

The terms of this Easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes and the Easement for Access and Drainage Purposes numbered 9 and 10 in the plan.

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

An Easement to Drain Water as set out in Part 3 of Schedule 4A of the Conveyancing Act 1919.

This easement extinguishes without any further assurance upon the burdened lot being dedicated as a Public Road under The Roads Act 1993.

Name of authority having the power to release vary or modify the terms of the easement numbered 12 in the abovementioned plan is Blacktown City Council.

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

An Easement for Services as set out in Part 11 of Schedule 8 of the Conveyancing Act 1919.

This easement extinguishes without any further assurance upon the burdened lot being dedicated as a Public Road under The Roads Act 1993.

Name of authority having the power to release vary or modify the terms of the easement numbered 13 in the abovementioned plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL .....

General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 8 of 13 Sheets

Plan: DP1177635

Plan of Subdivision of Lot 3172
D.P. 1180592 covered by Council's
Subdivision Certificate No. 12888

Part 2 (cont)

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

i. No lot burdened shall be used or permitted to be used or occupied for any purpose other than as an exhibition home.

ii. No lot burdened shall be used or permitted to be used or occupied for the purpose of a private residential dwelling.

iii. These restrictions shall cease to have effect after the Development Consent and any extension granted by Blacktown City Council to the Exhibition Village lapses.

Name authority having the power to release, vary or modify Restriction numbered 14 in the plan is Landcom and Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the plan.

No vehicular access to the lot hereby burdened shall be constructed unless it achieves 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 15 in the plan is Blacktown City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 16 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 Blacktown City Council Growth Centre Precincts Development Control Plan 2010.

d) No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing elements contained in Blacktown City Council Growth Centre Precincts Development Control Plan 2010.

APPROVED BY BLACKTOWN CITY COUNCIL .....

General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 9 of 13 Sheets

Plan: DP1177635

Plan of Subdivision of Lot 3172
D.P. 1180592 covered by Council's
Subdivision Certificate No. 12.888

Part 2 (cont)

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 16 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 17 in the plan.

Direct vehicular access to and/or from the lot hereby burdened is prohibited across that boundary as denoted 'D' – 'E' – 'F' – 'G' in the abovementioned plan.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 17 in the plan is Blacktown City Council

Terms of easement, profit à prendre, restriction or positive covenant numbered 18 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 18 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 10 of 13 Sheets

Plan: DP1177635

Plan of Subdivision of Lot 3172
D.P. 1180592 covered by Council's
Subdivision Certificate No. 12888

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 19 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 19 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 11 of 13 Sheets

Plan: DP1177635

Plan of Subdivision of Lot 3172
D.P. 1180592 covered by Council's
Subdivision Certificate No. 12888

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)

C L Osborne

LANDCOM
by its Delegate

.....
Signature of WITNESS

JEYAWEERASINGAM MAHENDRA
Name of Witness (BLOCK LETTERS)
LEVEL 14, 60 STATION STREET
PARRAMATTA NSW 2150
Address of Witness

29 May 2013
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 12 of 13 Sheets

Plan: DP1177635

Plan of Subdivision of Lot 3172
D.P. 1180592 covered by Council's
Subdivision Certificate No. 12888

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: 4640 572)

M Brigden
.....
Signature of WITNESS

.....
Signature of Attorney

MATTHEW BRIGDEN
Name of Witness (BLOCK LETTERS)

Geoff Riethmuller
Name of Attorney

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Network Property Mgr
Position

Date of Execution: 9-5-2013

Reference: URS 12897

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 13 of 13 Sheets

Plan: DP1177635

Plan of Subdivision of Lot 3172
D.P. 1180592 covered by Council's
Subdivision Certificate No. 12.088

Part 2 (cont)

Signed for SYDNEY WATER CORPORATION)
by its Attorneys)

MARK ROWLEY

ROBERT EDWARD SEYMOUR

who hereby state at the time of executing this)
Instrument have no notice of the revocation)
of the Power of Attorney registered No. 606)
Book 4541 under the Authority of which)
this Instrument has been executed.)

Signature of WITNESS

MARTIN BRAMBLE

Name of Witness (BLOCK LETTERS)

C/- SYDNEY WATER CORPORATION,

Address of Witness 1 SMITH STREET
PARRAMATTA NSW 2150

BLACKTOWN CITY COUNCIL

Judith Portelli
Manager Development Services

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer

REGISTERED 17.6.2013

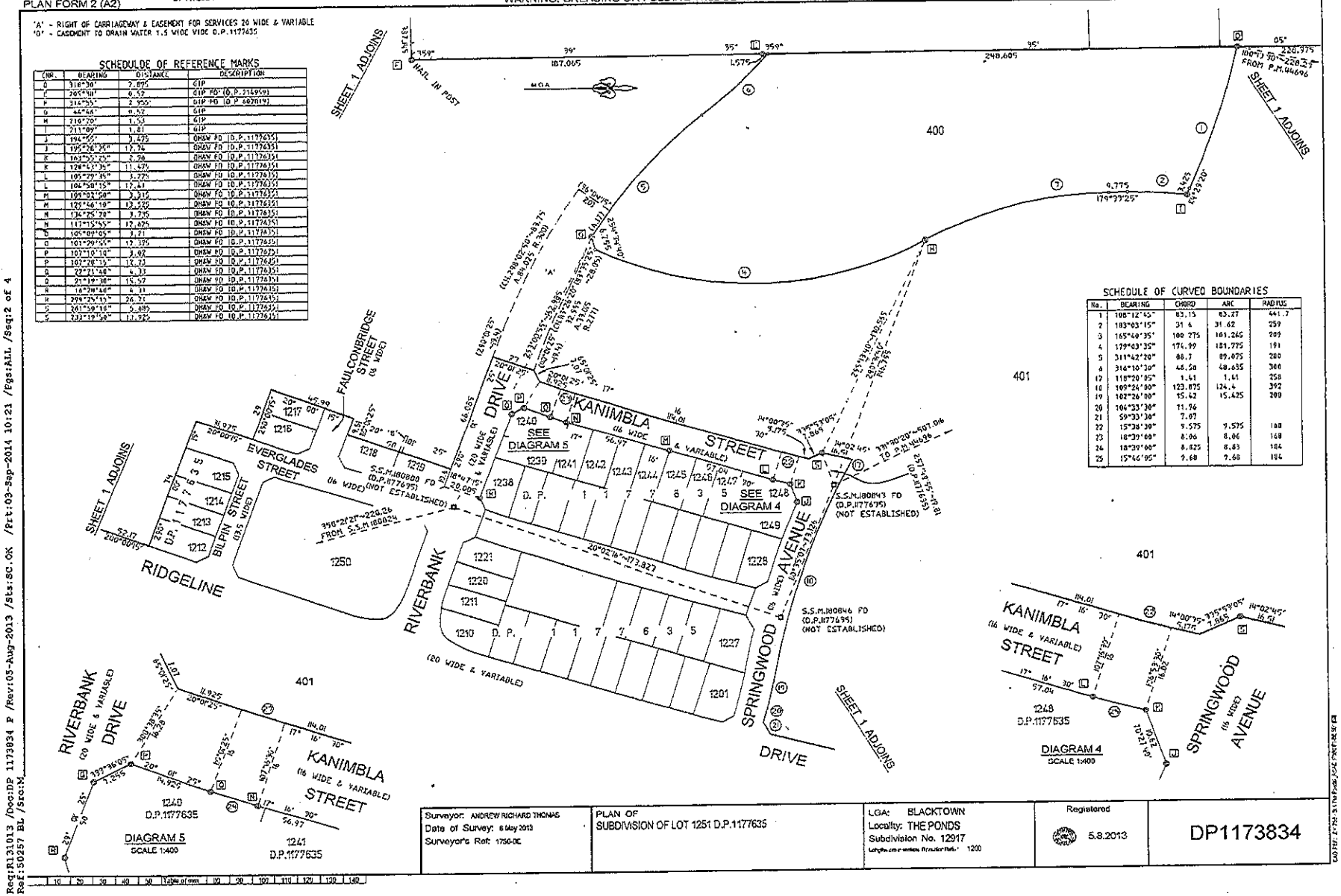
PLAN FORM 2 (A2) DP1173834 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet 2 of 2 sheet(s)

'A' - RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 20 WIDE & VARIABLE
'D' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE D.P.1177635

SCHEDULDE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
D	318°30'	2.895	GIP
E	205°38'	0.52	GIP FD (D.P.214959)
F	314°55'	2.955	GIP FD (D.P.602819)
G	44°46'	0.52	GIP
H	210°20'	1.53	GIP
I	211°09'	1.81	GIP
J	194°55'	3.475	OHAW FD (D.P.1177635)
J	195°20'25"	12.74	OHAW FD (D.P.1177635)
K	163°55'25"	2.96	OHAW FD (D.P.1177635)
K	128°43'35"	11.475	OHAW FD (D.P.1177635)
L	105°29'35"	3.275	OHAW FD (D.P.1177635)
L	104°50'15"	12.41	OHAW FD (D.P.1177635)
M	109°02'50"	3.315	OHAW FD (D.P.1177635)
M	129°46'10"	13.525	OHAW FD (D.P.1177635)
N	134°25'20"	3.735	OHAW FD (D.P.1177635)
N	117°15'55"	12.625	OHAW FD (D.P.1177635)
O	105°09'05"	3.21	OHAW FD (D.P.1177635)
O	101°29'55"	12.375	OHAW FD (D.P.1177635)
P	102°10'10"	3.02	OHAW FD (D.P.1177635)
P	102°20'15"	12.73	OHAW FD (D.P.1177635)
Q	22°21'40"	4.33	OHAW FD (D.P.1177635)
Q	21°19'30"	15.57	OHAW FD (D.P.1177635)
R	16°28'40"	4.31	OHAW FD (D.P.1177635)
R	299°25'15"	26.71	OHAW FD (D.P.1177635)
S	261°50'10"	5.885	OHAW FD (D.P.1177635)
S	233°19'50"	12.925	OHAW FD (D.P.1177635)



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	108°12'45"	83.15	83.27	441.7
2	183°03'15"	31.6	31.62	259
3	165°40'35"	100.275	101.265	209
4	179°03'35"	174.99	181.775	191
5	311°42'20"	88.7	89.075	280
6	316°16'30"	48.58	48.635	300
17	118°20'05"	1.41	1.41	258
18	109°24'00"	123.875	124.4	392
19	102°26'00"	15.42	15.425	200
20	104°33'30"	11.96		
21	59°33'30"	7.07		
22	15°38'30"	9.575	9.575	168
23	18°39'00"	8.06	8.06	168
24	18°39'00"	8.825	8.83	184
25	15°46'05"	9.68	9.68	184

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 6 May 2013 Surveyor's Ref: 1756-DE	PLAN OF SUBDIVISION OF LOT 1251 D.P.1177635	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12917 Lengths are in metres Reduction Ratio: 1:200	Registered 5.8.2013

DP1173834

Req:R131013 /Doc:DP 1173834 P /Rev:05-Aug-2013 /Sts:SC.OK /Prt:03-Sep-2014 10:21 /Pgs:ALL /Seq:2 of 4
Ref:50257 BL /Src:M

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 5.8.2013
Title System: TORRENS
Purpose: SUBDIVISION

Office Use Only

DP1173834

PLAN OF
SUBDIVISON OF LOT 1251 D.P.1177635

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: .....

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: 31 JULY 2013
Subdivision Certificate number: 12917
File number: DAP-11-2616

*Strike through inapplicable parts.

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 .....~~

*(b) The part of the land shown in the plan(*being/~~*excluding ^~~ LOT 400 & EASEMENT) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 8 May 2013 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: 10 May 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.

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. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 20 WIDE & VARIABLE
2. RESTRICTION ON USE OF LAND
3. RESTRICTION ON USE OF LAND

Plans used in the preparation of survey/compilation

D.P.1088121,
D.P.1177635

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 1756-BE

CAD REF: Z:\1756 - St 4 The Ponds_ACAD\1756G P1-BE S01 100J - G.W.E. - A.T.

Req:R131013 /Doc:DP 1173834 P /Rev:05-Aug-2013 /Sts:SC.OK /Prt:03-Sep-201
Req:R131013 /Doc:DP 1173834 P /Rev:05-Aug-2013 /Sts:SC.OK /Prt:03-Sep-2014 /Pgs:ALL /Seq:4 of 4

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 5.8.2013

Office Use Only

DP1173834

PLAN OF
SUBDIVISION OF LOT 1251 D.P.1177635

Subdivision Certificate number: 12917

Date of Endorsement: 31/7/13

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.

JEYAVEERASINGAM MAHENDRA

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

SIGNATURE

DAVID APOSTOLIDIS
LVL 14 60 STATION ST, PARRAMATTA

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
400	STREET ADDRESS NOT AVAILABLE			
401	STREET ADDRESS NOT AVAILABLE			

SOURCE: BLACKTOWN CITY COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-BE

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P1-BE S01 1001 - G.W.E. - A.T.

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

Plan: DP1173834

Plan of Subdivision of Lot 1251 D.P. 1177635 covered by Council's Subdivision Certificate No. 12917

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.	Right of Carriageway & Easement for Services 20 Wide & Variable	401	400
2.	Restriction on Use of Land	400,401	Blacktown City Council
3.	Restriction on Use of Land	401	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 2 of 3 Sheets

Plan: DP1173834

Plan of Subdivision of Lot 1251 D.P. 1177635 covered by Council's Subdivision Certificate No. 12917

Part 2

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

A Right of Carriageway as set out in Part 1 of Schedule 8 of the Conveyancing Act 1919 together with an Easement for Services as set out in Part 11 of the Conveyancing Act 1919.

Name of Authority empowered to release vary or modify the terms of 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.

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 2 in the plan is Blacktown City Council.

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

No development of the lot hereby burdened shall be permitted unless in accordance with plans and conditions approved by Notice of Determination No. 11-2616 issued by Blacktown City Council on 2 March 2012 and as modified by S96-12-1538 issued by Blacktown City Council on 4 December 2012 and S96-13-1148 issued by Blacktown City Council on 29 July 2013.

This restriction will be in force until such time as Conditions of Consent have been completed to the satisfaction of Blacktown City Council for the lot hereby burdened.

Blacktown City Council will raise no objection to the extinguishment of this Restriction upon satisfactory completion of conditions of consent in accordance with approved plans and conditions under Development Consent No. 11-2616 issued by Blacktown City Council on 2 March 2012 and as modified by S96-12-1538 issued by Blacktown City Council on 4 December 2012 and S96-13-1148 issued by Blacktown City Council on 29 July 2013.

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

APPROVED BY BLACKTOWN CITY COUNCIL .....

General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 3 of 3 Sheets

Plan: DP1173834

Plan of Subdivision of Lot 1251
D.P. 1177635 covered by Council's
Subdivision Certificate No. 12917

Part 2 (cont)

JEYALEERASINGAM MAHENDRA

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 ST
.....
Address of Witness PARRAMATTA NSW

31/7/2013
.....
Date of execution

REGISTERED 5.8.2013

APPROVED BY BLACKTOWN CITY COUNCIL

BLACKTOWN CITY COUNCIL

.....
Judith Portelli
Manager Development Services

.....
General Manager / Authorised Officer

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
A	179°13'	0.455	G.I.P. FD (D.P.602819)
B	185°19'45"	14.475	P.M.44691 FD (D.P.1173834)
B	180°51'	0.46	G.I.P. FD (D.P.1173834)
C	273°07'	2.555	P.M.44696 FD (D.P.1088121)
D	318°30'	2.895	G.I.P. FD (D.P.1173834)
E	205°30'	0.52	G.I.P. FD (D.P.214959)

'T' - RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 20 WIDE & VARIABLE VIDE D.P.1173834

'U' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE D.P.1177695

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 61(2)

M.G.A. COORDINATES

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
P.M.44691	305 210.740	6 269 566.809	56	C	4
P.M.44696	305 218.405	6 269 079.389	56	B	2
S.S.M.164965	305 728.877	6 269 359.735	56	C	3
S.S.M.176087	305 694.702	6 269 055.743	56	C	4
S.S.M.176089	305 717.707	6 269 132.870	56	C	4
S.S.M.176090	305 761.478	6 269 195.696	56	C	4
S.S.M.176812	305 665.304	6 268 954.407	56	C	4
S.S.M.176813	305 663.701	6 268 835.858	56	C	4
S.S.M.176814	305 637.558	6 268 744.350	56	C	4

COMBINED SCALE FACTOR 1.000052

SOURCE: S.C.I.M.S. DATED 22 MARCH 2013

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 35(b)(i)

M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS PLACED & NOT ESTABLISHED

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.181455	305 602.1	6 269 241.6	56	U	U
S.S.M.181469	305 625.4	6 269 103.4	56	U	U
S.S.M.181473	305 678.6	6 269 204.3	56	U	U
S.S.M.181474	305 683.8	6 269 245.6	56	U	U
S.S.M.181477	305 436.1	6 269 069.3	56	U	U
S.S.M.181483	305 662.2	6 269 299.4	56	U	U
S.S.M.181489	305 586.7	6 269 338.0	56	U	U
S.S.M.181490	305 654.1	6 269 368.0	56	U	U
S.S.M.181493	305 474.4	6 269 004.9	56	U	U
S.S.M.181494	305 600.9	6 269 042.1	56	U	U
S.S.M.181490	305 558.0	6 269 134.5	56	U	U

COMBINED SCALE FACTOR 1.000052

M.G.A. COORDINATES DETERMINED BY TRAVERSE

SCHEDULE OF REFERENCE MARKS (cont'd)

CNR.	BEARING	DISTANCE	DESCRIPTION
F	314°55'	2.955	G.I.P. FD (D.P.602819)
I	238°47'	17.82	D.H.&W. FD (D.P.1162748)
J	250°52'	4.83	D.H.&W. FD (D.P.1176709)
K	33°49'	5.04	D.H.&W. FD (D.P.1164466)
K	65°36'	18.325	D.H.&W. FD (D.P.1164466)
L	154°58'	7.73	D.H.&W. FD (D.P.1164466)
L	118°03'	16.675	D.H.&W. FD (D.P.1164466)
M	98°20'	4.36 & 15.6	D.H.&W.'s FD (D.P.1166825)
N	73°37'	4.78	D.H.&W. FD (D.P.1164466)
N	179°22'	20.92	D.H.&W. FD (D.P.1164466)
O	21°27'	24.34	D.H.&W. FD (D.P.1164466)
O	53°38'	23.24	S.S.M.176814 FD (D.P.1164466)
P	220°45'	1.36	G.I.P. FD (D.P.1162694)
Q	114°11'	6.02	D.H.&W. FD (D.P.1162694)
Q	173°03'30"	15.57	D.H.&W. FD (D.P.1162694)
R	136°51'30"	4.805	D.H.&W. FD (D.P.1162694)
R	136°33'20"	18.32	S.S.M.176814 FD (D.P.1162694)
S	61°25'25"	4.785	D.H.&W. FD (D.P.1162694)
T	230°16'30"	7.575	D.H.&W. FD (D.P.1177635)
U	342°37'50"	8.365	D.H.&W.
AZ	38°26'	2.425	G.I.P. FD (D.P.6028191 NOW GONE
BJ	46°49'	2.66	G.I.P. FD (D.P.602819)

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
47	261°38'05"	19.755	19.825	68	58	190°51'30"	25.835	25.845	200
48	353°21'25"	41.68	41.76	193	59	192°41'10"	13.605	13.625	70.54
49	5°00'10"	46.135	46.205	243	60	188°16'40"	8.615	8.615	220
50	29°24'55"	31.525	32.105	48.5	61	190°08'30"	5.695	5.695	220
51	22°14'25"	16.3	16.88	18.5	62	8°16'40"	7.835	7.835	200
52	19°35'35"	14.085	14.49	17.67	63	11°58'45"	18.01	18.015	200
53	61°48'35"	218.94	222.885	341	74	102°26'00"	15.42	15.425	208
56	146°07'10"	8.9	9.365	8.5	75	109°24'00"	123.875	124.4	392
57	182°25'15"	6.595	6.605	39.96	85	51°53'50"	104.495	104.91	341

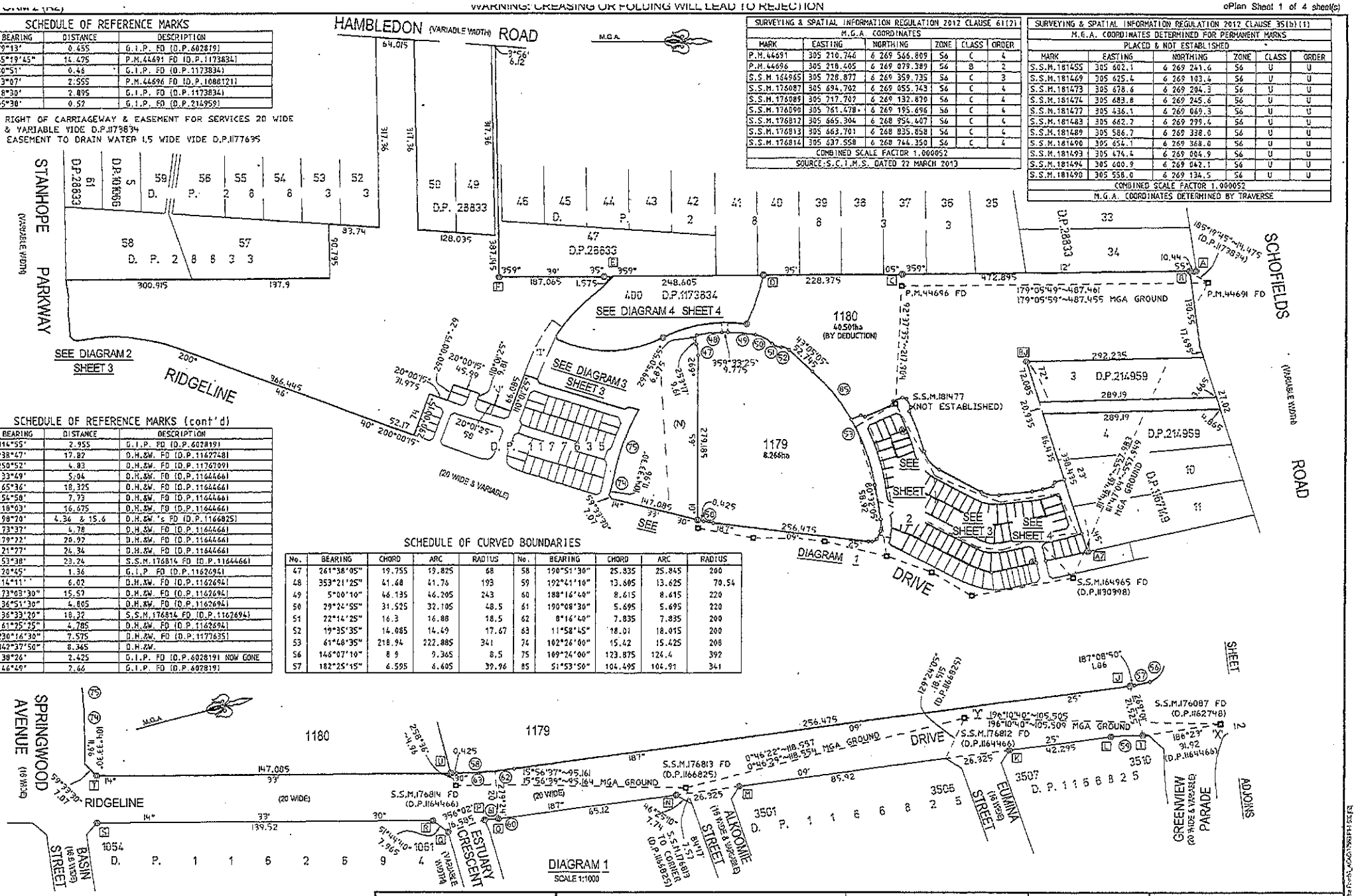


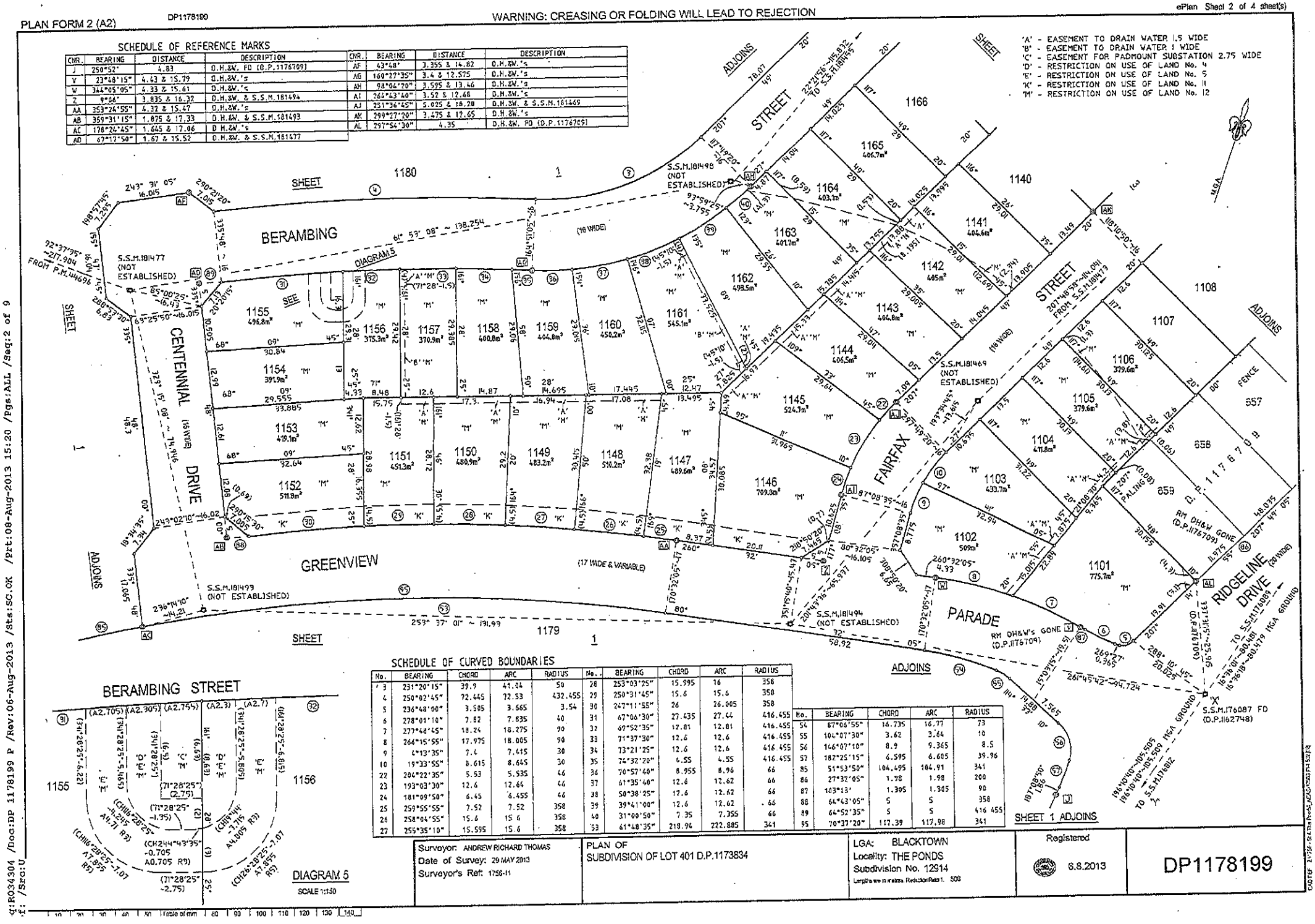
DIAGRAM 1
SCALE 1:1000

(N) RESERVATIONS & CONDITIONS - SEE CROWN GRANT(S)

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 29 MAY 2013 Surveyor's Ref: 1758-11	PLAN OF SUBDIVISION OF LOT 401 D.P.1173834	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12914 Length are in metres. Reduction Ratio 1: 4000	Registered 6.8.2013	DP1178199

Req:R034304 /Doc:DP 1178199 P /Rev:06-Aug-2013 /Sts:SC.OK /Prt:08-Aug-2013 15:20 /Pgs:ALL /Seq:1 of 9
Ref: /Src:U

PLAN FORM 2 (A2) DP1178199 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 2 of 4 sheet(s)



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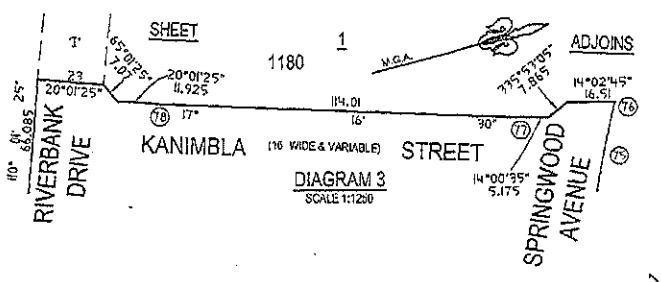
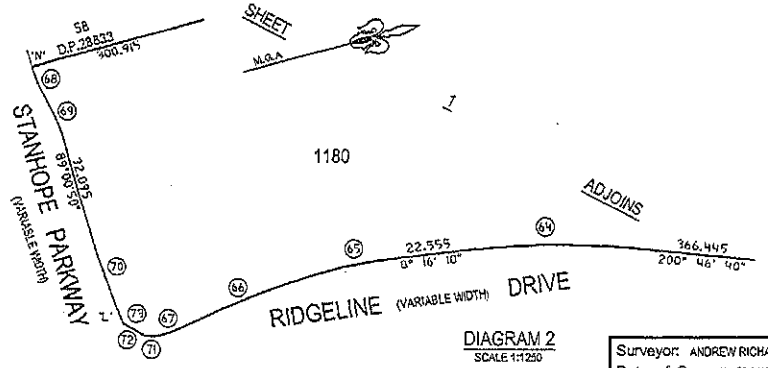


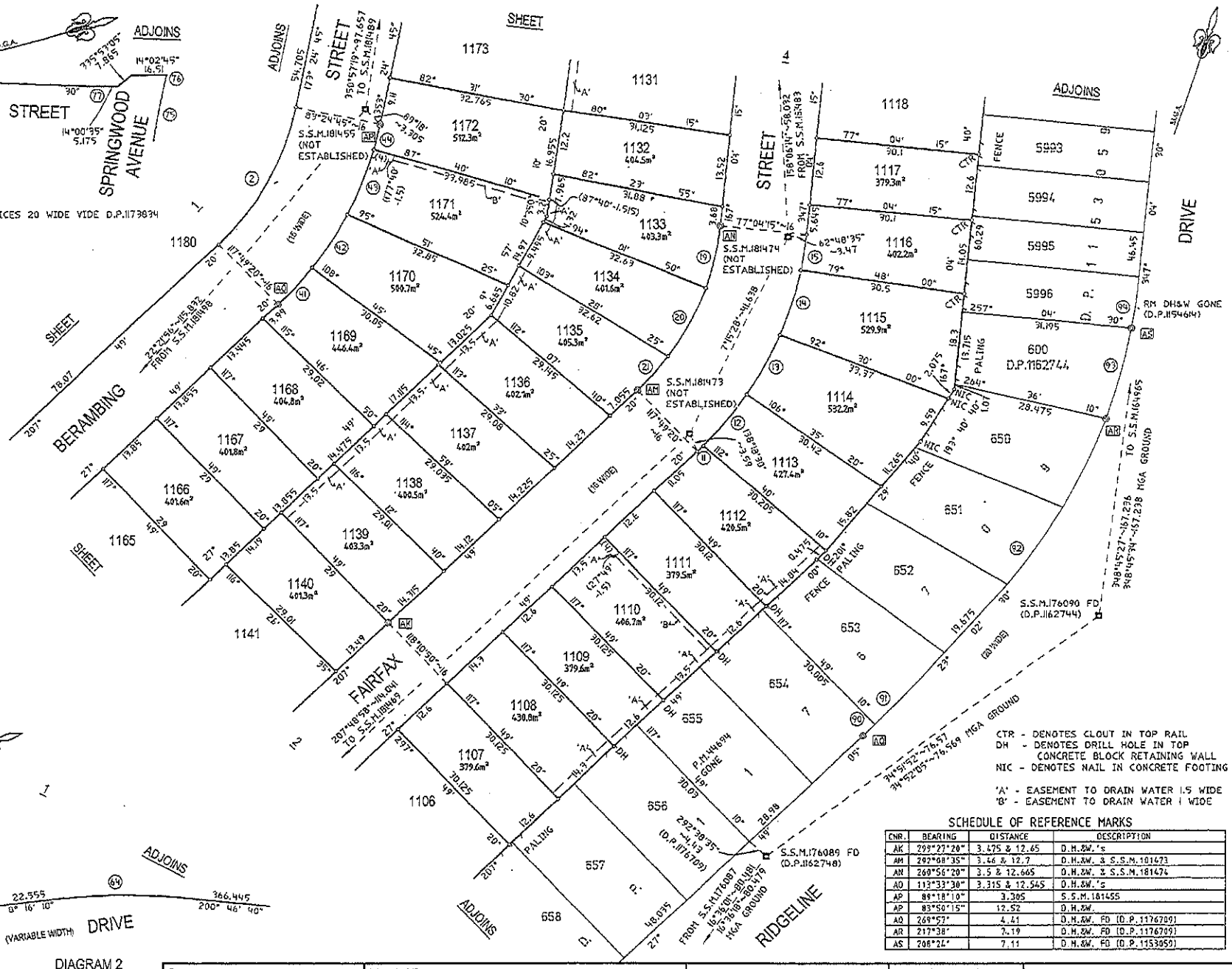
'T' - RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 20 WIDE VIDE D.P.1173834

SCHEDULE OF CURVED & SHORT BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
2	190°37'05"	29.58	30.03	50
11	27°08'55"	1.555	1.555	66
12	20°59'50"	12.6	12.615	66
13	9°56'25"	12.76	12.78	66
14	358°46'25"	13	13.02	66
15	350°05'30"	6.965	6.97	66
19	174°02'30"	12.135	12.185	50
20	189°33'45"	14.87	14.925	50
21	202°58'05"	8.465	8.475	50
41	23°42'55"	9.455	9.46	66
42	14°19'40"	12.15	12.165	66
43	3°10'35"	13.195	13.215	66
44	355°29'35"	4.79	4.79	66
64	14°36'20"	62.855	62.98	287.4
65	3°09'50"	27 9	27.935	158
66	353°02'50"	50.415	50.48	286.3
67	354°44'55"	8.395	8.415	35.5
68	81°25'	12 305	12.34	46.5
69	81°25'	14.16	14.2	53.5
70	85°39'10"	35.56	35.58	303.25
71	15°37'15"	5.12	5.17	10.5
72	65°29'20"	8.34		
73	78°08'45"	1.665	1.665	11.5
75	109°24'00"	123.875	124.4	392
76	118°20'05"	1.41	1.41	258
77	15°38'30"	9 575	9.575	168
78	18°39'00"	8.06	8.06	168
90	27°23'10"	3.02	3.02	200
91	205°01'	13.675	13.675	200
92	12°18'	39.115	39.345	105
93	176°44'30"	17.7	17.72	105
94	349°29'	8.85	8.85	105



'L' - 'N' RESTRICTION ON USE OF LAND No.6 VIDE D.P.1176709



CTR - DENOTES CLOUT IN TOP RAIL
DH - DENOTES DRILL HOLE IN TOP CONCRETE BLOCK RETAINING WALL
NIC - DENOTES NAIL IN CONCRETE FOOTING

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
AK	299°27'20"	3.475 & 12.65	D.H.&W.'s
AM	292°08'35"	3.46 & 12.7	D.H.&W. & S.S.M.181473
AN	260°56'20"	3.5 & 12.665	D.H.&W. & S.S.M.181474
AO	113°33'30"	3.315 & 12.545	D.H.&W.'s
AP	89°18'10"	3.305	S.S.M.181455
AP	83°50'15"	12.52	D.H.&W.
AQ	269°57'	4.41	D.H.&W. FD (D.P.1176709)
AR	217°38'	7.19	D.H.&W. FD (D.P.1176709)
AS	208°24'	7.11	D.H.&W. FD (D.P.1153959)

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 29 MAY 2013 Surveyor's Ref: 1758-11	PLAN OF SUBDIVISION OF LOT 401 D.P.1173834	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12914 Lengths are in metres. Reduction Ratio 1: 500	Registered 6.8.2013	DP1178199

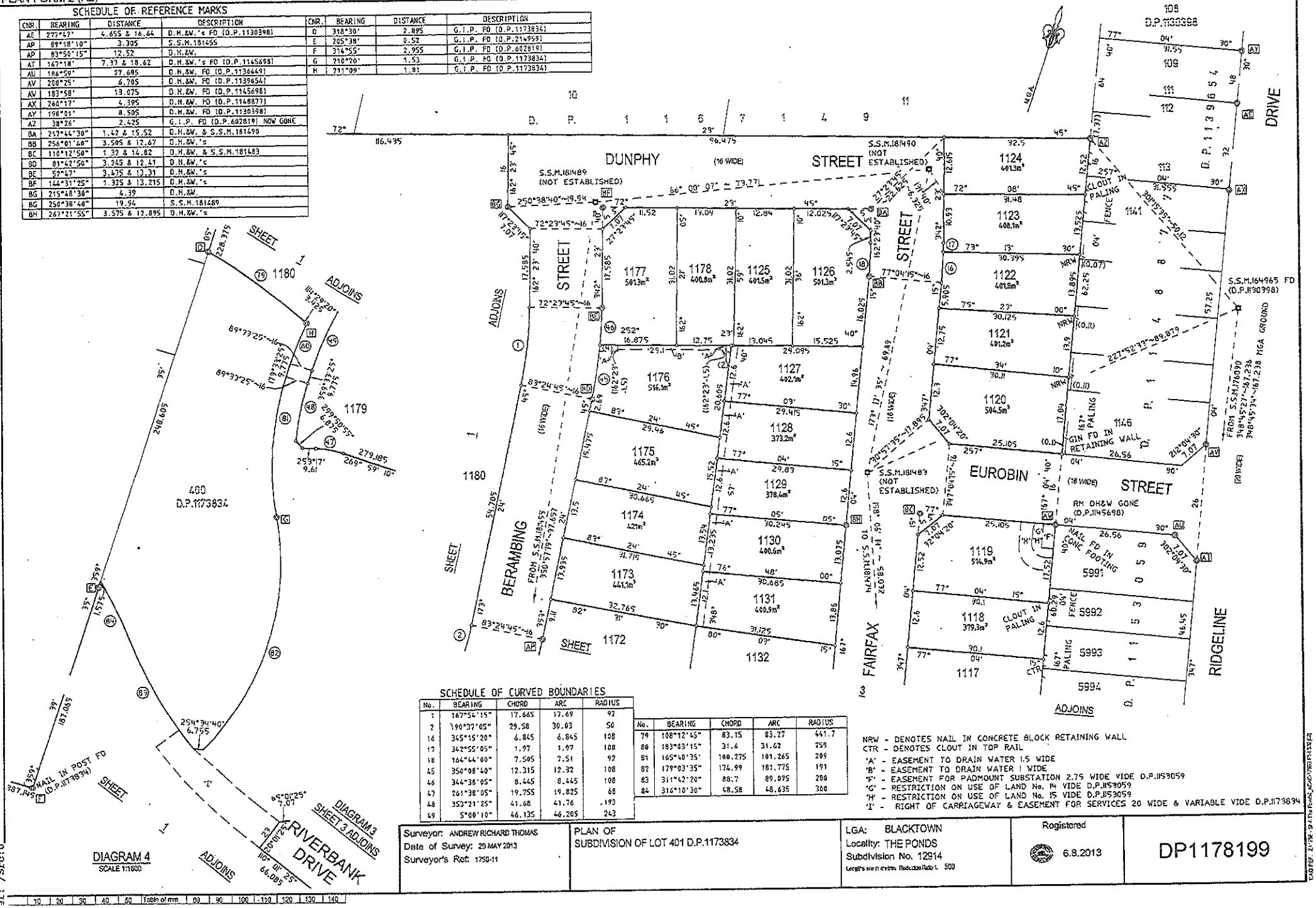
Req:R034304 /Doc:DP 1178199 P /Rev:06-Aug-2013 /Sts:SC.OK /Prt:08-Aug-2013 15:20 /Pgs:ALL /Seq:3 of 9
Ref: /Src:U

PLAN FORM 2 (A2) DP1178199 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 4 of 4 sheet(s)

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
AE	277°42'	4.655 & 16.64	D.H.&W.'s FD (D.P.1130398)
AP	89°18'10"	3.305	S.S.M.181455
AP	83°50'15"	12.52	D.H.&W.
AT	167°18'	7.37 & 18.62	D.H.&W.'s FD (D.P.1145698)
AU	186°59'	27.685	D.H.&W. FD (D.P.1136649)
AV	208°25'	6.705	D.H.&W. FD (D.P.1139654)
AW	183°58'	13.075	D.H.&W. FD (D.P.1145698)
AX	260°17'	4.395	D.H.&W. FD (D.P.1148877)
AY	196°01'	8.505	D.H.&W. FD (D.P.1130398)
AZ	38°26'	2.425	G.I.P. FD (D.P.602819) NOW GONE
BA	217°44'30"	1.42 & 15.52	D.H.&W. & S.S.M.181490
BB	256°01'40"	3.505 & 12.67	D.H.&W.'s
BC	110°12'50"	1.32 & 14.82	D.H.&W. & S.S.M.181483
BD	81°42'50"	3.245 & 12.41	D.H.&W.'s
BE	52°47'	3.425 & 13.31	D.H.&W.'s
BF	144°31'25"	1.325 & 13.215	D.H.&W.'s
BG	215°48'30"	4.39	D.H.&W.
BG	256°38'40"	19.94	S.S.M.181489
BH	267°21'55"	3.575 & 12.895	D.H.&W.'s

CNR.	BEARING	DISTANCE	DESCRIPTION
D	318°30'	2.895	G.I.P. FD (D.P.1173834)
E	205°38'	0.52	G.I.P. FD (D.P.2149591)
F	314°55'	2.955	G.I.P. FD (D.P.602819)
G	210°20'	1.53	G.I.P. FD (D.P.1173834)
H	211°09'	1.81	G.I.P. FD (D.P.1173834)



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	167°54'15"	17.665	17.69	92
2	190°37'05"	29.58	30.03	50
16	345°15'20"	6.845	6.845	108
17	342°55'05"	1.97	1.97	108
18	164°44'40"	7.505	7.51	92
45	350°08'40"	12.315	12.32	108
46	344°38'05"	8.445	8.445	108
47	261°38'05"	19.755	19.825	68
48	353°21'25"	41.68	41.76	193
49	5°00'10"	46.135	46.205	243

No.	BEARING	CHORD	ARC	RADIUS
79	108°12'45"	83.15	83.27	441.7
80	183°43'15"	31.6	31.62	259
81	165°40'35"	100.275	101.265	209
82	179°03'35"	174.99	181.775	191
83	311°42'20"	88.7	89.075	280
84	316°10'30"	48.58	48.635	300

NRW - DENOTES NAIL IN CONCRETE BLOCK RETAINING WALL
CTR - DENOTES CLOUT IN TOP RAIL
'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE
'E' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE VIDE D.P.1153059
'G' - RESTRICTION ON USE OF LAND No. 14 VIDE D.P.1153059
'H' - RESTRICTION ON USE OF LAND No. 15 VIDE D.P.1153059
'I' - RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 20 WIDE & VARIABLE VIDE D.P.1173834

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 29 MAY 2013 Surveyor's Ref: 1750-11	PLAN OF SUBDIVISION OF LOT 401 D.P.1173834	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12914 Lengths are in metres. Reduction Ratio 1: 500	Registered 6.8.2013	DP1178199

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af: /Src:U

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Req:R034304 /Doc:DP 1178199 P /Rev:06-Aug-2013 /Sts:SC.OK /Prt:08-Aug-2013 /Pgs:ALL /Seq:5 of 9

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only

Registered: 6.8.2013

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1178199

PLAN OF
SUBDIVISION OF LOT 401 D.P.1173834

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: .....

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: .....

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 25 JULY 2013

Subdivision Certificate number: 12914

File number: JRPP-12-223

*Strike through inapplicable parts.

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 .....~~

*(b) The part of the land shown in the plan(*being/~~*excluding ^~~ LOTS 1101 TO 1179 .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 29 MAY 2013 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: 31/5/13

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.

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. GREENVIEW PARADE EXTENSION (17 WIDE & VARIABLE)
2. CENTENNIAL DRIVE (16 WIDE)
3. FAIRFAX STREET (16 WIDE)
4. BERAMBING STREET (16 WIDE)
5. DUNPHY STREET (16 WIDE)
6. EUROBIN STREET EXTENSION (16 WIDE)

Plans used in the preparation of survey/compilation

D.P.1088121
D.P.1130398
D.P.1139654
D.P.1148877
D.P.1153059
D.P.1162744
D.P.1173834
D.P.1176709
D.P.1177635

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 1756-11

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P1-1 S02 1021 - N.F. - A.T.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Office Use Only

Registered: 6.8.2013

Office Use Only

DP1178199

PLAN OF
SUBDIVISION OF LOT 401 D.P.1173834

Subdivision Certificate number: 12914

Date of Endorsement: 25/7/13

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 TO DRAIN WATER 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

TO RELEASE:

1. EASEMENT FOR UNDERGROUND CABLES 1 WIDE VIDE D.P.1153059
2. RIGHT OF ACCESS 2.695 WIDE VIDE D.P.1153059

JEYANEERASINGAM MAHENDRA

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

J. mahendra

SIGNATURE

DAVID APOSTOLIDIS
LVL 14, 60 STATION ST
PARRAMATTA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-11

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P1-7 S02 1021 - N.F. - A.T.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered: 6.8.2013 — Office Use Only

Office Use Only

DP1178199

PLAN OF
SUBDIVISION OF LOT 401 D.P.1173834

Subdivision Certificate number: 12914

Date of Endorsement: 25/7/13

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.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1101	STREET ADDRESS NOT AVAILABLE			
1102	2	FAIRFAX	STREET	THE PONDS
1103	4	FAIRFAX	STREET	THE PONDS
1104	6	FAIRFAX	STREET	THE PONDS
1105	8	FAIRFAX	STREET	THE PONDS
1106	10	FAIRFAX	STREET	THE PONDS
1107	12	FAIRFAX	STREET	THE PONDS
1108	14	FAIRFAX	STREET	THE PONDS
1109	16	FAIRFAX	STREET	THE PONDS
1110	18	FAIRFAX	STREET	THE PONDS
1111	20	FAIRFAX	STREET	THE PONDS
1112	22	FAIRFAX	STREET	THE PONDS
1113	24	FAIRFAX	STREET	THE PONDS
1114	26	FAIRFAX	STREET	THE PONDS
1115	28	FAIRFAX	STREET	THE PONDS
1116	30	FAIRFAX	STREET	THE PONDS
1117	32	FAIRFAX	STREET	THE PONDS
1118	34	FAIRFAX	STREET	THE PONDS
1119	36	FAIRFAX	STREET	THE PONDS
1120	38	FAIRFAX	STREET	THE PONDS
1121	40	FAIRFAX	STREET	THE PONDS
1122	42	FAIRFAX	STREET	THE PONDS
1123	44	FAIRFAX	STREET	THE PONDS
1124	46	FAIRFAX	STREET	THE PONDS
1125	3	DUNPHY	STREET	THE PONDS
1126	1	DUNPHY	STREET	THE PONDS
1127	39	FAIRFAX	STREET	THE PONDS
1128	37	FAIRFAX	STREET	THE PONDS
1129	35	FAIRFAX	STREET	THE PONDS
1130	33	FAIRFAX	STREET	THE PONDS
1131	31	FAIRFAX	STREET	THE PONDS
1132	29	FAIRFAX	STREET	THE PONDS
1133	27	FAIRFAX	STREET	THE PONDS
1134	25	FAIRFAX	STREET	THE PONDS
1135	23	FAIRFAX	STREET	THE PONDS
1136	21	FAIRFAX	STREET	THE PONDS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-11

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P1-1 S02 1021 - N.F. - A.T.

Req:R034304 /Doc:DP 1178199 P /Rev:06-Aug-2013 /Sts:SC.OK /Prt:08-Aug-201
Req:R034304 /Doc:DP 1178199 P /Rev:06-Aug-2013 /Sts:SC.OK /Prt:08-Aug-2013 /Pgs:ALL /Seq:8 of 9

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 6.8.2013

Office Use Only

DP1178199

PLAN OF
SUBDIVISION OF LOT 401 D.P.1173834

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: 12914

Date of Endorsement: 25/7/13

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c) (cont'd)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1137	19	FAIRFAX	STREET	THE PONDS
1138	17	FAIRFAX	STREET	THE PONDS
1139	15	FAIRFAX	STREET	THE PONDS
1140	13	FAIRFAX	STREET	THE PONDS
1141	11	FAIRFAX	STREET	THE PONDS
1142	9	FAIRFAX	STREET	THE PONDS
1143	7	FAIRFAX	STREET	THE PONDS
1144	5	FAIRFAX	STREET	THE PONDS
1145	3	FAIRFAX	STREET	THE PONDS
1146	1	FAIRFAX	STREET	THE PONDS
1147	154	GREENVIEW	PARADE	THE PONDS
1148	156	GREENVIEW	PARADE	THE PONDS
1149	158	GREENVIEW	PARADE	THE PONDS
1150	160	GREENVIEW	PARADE	THE PONDS
1151	162	GREENVIEW	PARADE	THE PONDS
1152	2	CENTENNIAL	DRIVE	THE PONDS
1153	4	CENTENNIAL	DRIVE	THE PONDS
1154	6	CENTENNIAL	DRIVE	THE PONDS
1155	8	CENTENNIAL	DRIVE	THE PONDS
1156	STREET ADDRESS NOT AVAILABLE			
1157	STREET ADDRESS NOT AVAILABLE			
1158	STREET ADDRESS NOT AVAILABLE			
1159	STREET ADDRESS NOT AVAILABLE			
1160	STREET ADDRESS NOT AVAILABLE			
1161	STREET ADDRESS NOT AVAILABLE			
1162	STREET ADDRESS NOT AVAILABLE			
1163	STREET ADDRESS NOT AVAILABLE			
1164	STREET ADDRESS NOT AVAILABLE			
1165	STREET ADDRESS NOT AVAILABLE			
1166	STREET ADDRESS NOT AVAILABLE			
1167	STREET ADDRESS NOT AVAILABLE			
1168	STREET ADDRESS NOT AVAILABLE			
1169	STREET ADDRESS NOT AVAILABLE			
1170	STREET ADDRESS NOT AVAILABLE			
1171	STREET ADDRESS NOT AVAILABLE			
1172	STREET ADDRESS NOT AVAILABLE			

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-11

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P1-1 S02 1021 - N.F. - A.T.

Req:R034304 /Doc:DP 1178199 P /Rev:06-Aug-2013 /Sts:SC.OK /Prt:08-Aug-20

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 12 Sheets

Plan: DP1178199

Plan of Subdivision of Lot 401
D.P. 1173834 covered by Council's
Subdivision Certificate No. 12914

Full Name and address of Proprietor of land:	LANDCOM Level 14 60 Station Street PARRAMATTA NSW 2150

Part 1 (Creation)

	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	1102	1103, 1104, 1105, 1106
		1103	1104, 1105, 1106
		1104	1105, 1106
		1105	1106
		1108	1107
		1109	1107, 1108
		1110	1107, 1108, 1109, 1111, 1112, 1113
		1111	1112, 1113
		1112	1113
		1127	1128, 1129, 1130, 1131, 1132
		1128	1129, 1130, 1131, 1132
		1129	1130, 1131, 1132

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178199

Plan of Subdivision of Lot 401
D.P. 1173834 covered by Council's
Subdivision Certificate No. 12914

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	1130	1131, 1132
		1131	1132
		1133	1134, 1135, 1136, 1137, 1138, 1139, 1140
		1134	1135, 1136, 1137, 1138, 1139, 1140
		1135	1136, 1137, 1138, 1139, 1140
		1136	1137, 1138, 1139, 1140
		1137	1138, 1139, 1140
		1138	1139, 1140
		1139	1140
		1142	1141
		1143	1141, 1142
		1144	1141, 1142, 1143
		1145	1141, 1142, 1143, 1144, 1146
		1148	1147
		1149	1147, 1148
		1150	1147, 1148, 1149
		1151	1147, 1148, 1149, 1150

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178199

Plan of Subdivision of Lot 401
D.P. 1173834 covered by Council's
Subdivision Certificate No. 12914

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	1157	1147, 1148, 1149, 1150, 1151
		1161	1141, 1142, 1143, 1144, 1145, 1146
		1171	1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140
		1176	1127, 1128, 1129, 1130, 1131, 1132
2.	Easement to Drain Water 1 Wide	1110	1107, 1108, 1109, 1111, 1112, 1113
		1157	1147, 1148, 1149, 1150, 1151
		1161	1141, 1142, 1143, 1144, 1145, 1146
		1171	1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140
		1176	1127, 1128, 1129, 1130, 1131, 1132
3.	Easement for Padmount Substation 2.75 Wide	1155	Endeavour Energy
4.	Restriction on Use of Land	1155, 1156	Endeavour Energy
5.	Restriction on Use of Land	1155, 1156	Endeavour Energy

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178199

Plan of Subdivision of Lot 401
D.P. 1173834 covered by Council's
Subdivision Certificate No. 12914

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:-
6.	Restriction on Use of Land	1107 to 1122 inclusive, 1125 to 1141 inclusive, 1147 to 1161 inclusive, 1167 to 1178 inclusive	Blacktown City Council
7.	Restriction on Use of Land	Each lot 1101 to 1178 inclusive	Blacktown City Council
8.	Restriction on Use of Land	Each Lot 1101 to 1178 inclusive	Landcom
9.	Restriction on Use of Land	1179, 1180	Blacktown City Council
10.	Restriction on Use of Land	Each Lot 1101 to 1178 inclusive	Blacktown City Council
11.	Restriction on Use of Land	1146 to 1152 inclusive	Blacktown City Council
12.	Restriction on Use of Land	~~1102 to 1106~~ 1101 to 1106 inclusive, 1141 to 1164 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178199

Plan of Subdivision of Lot 401
D.P. 1173834 covered by Council's
Subdivision Certificate No. 12914

Part 1 (cont)

Part 1A (Release)

	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 1 Wide Vide DP1153059	401/1173834	Endeavour Energy
2.	Right of Access 2.695 Wide Vide DP1153059	401/1173834	Endeavour Energy

APPROVED BY BLACKTOWN CITY COUNCIL .....

General Manager / Authorised Officer

ePlan
Sheet 6 of 12 Sheets

Lengths are in Metres

Plan: DP1178199

Plan of Subdivision of Lot 401
D.P. 1173834 covered by Council's
Subdivision Certificate No. 12914

Part 2

Name of Authority empowered to release vary or modify easement 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, 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.

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.

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178199

Plan of Subdivision of Lot 401
D.P. 1173834 covered by Council's
Subdivision Certificate No. 12914

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 '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 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.

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.

1. No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on any lot burdened.
2. 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.

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178199

Plan of Subdivision of Lot 401
D.P. 1173834 covered by Council's
Subdivision Certificate No. 12914

Part 2 (cont)

3. No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing elements contained in Blacktown City Council Growth Centre Precincts Development Control Plan 2010.
4. 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.
5. 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.

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 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 City Council Growth Centres Development Control Plan 2010 and suitability of the lot for any intended use.

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

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178199

Plan of Subdivision of Lot 401
D.P. 1173834 covered by Council's
Subdivision Certificate No. 12914

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 10 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 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 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) 19 as set out in the following documents;

- Addendum: Appendix 3 of Planning for Bushfire Protection 2010
- AS 3959-2009
- Report by Advanced Bushfire Performance Solutions – Bushfire Assessment Report (Subdivision) Lot 101 DP1161271 and Lots 52 – 54 DP 11896 Stage 4 Precincts 1, 2 & 3, The Ponds, NSW Dated January 2011.
- Report by Advanced Bushfire Performance Solution – Addendum Bushfire Assessment Report (Subdivision) Lots 101 DP1161271 & Lots 52 – 54 DP 11896 Stage 4 Precincts 1, 2 & 3 The Ponds NSW dated July 2013.

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

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178199

Plan of Subdivision of Lot 401 D.P. 1173834 covered by Council's Subdivision Certificate No. 12914

Part 2 (cont)

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

No dwelling shall be erected on that part of the lot denoted 'M' 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 2010
- AS 3959-2009
- Report by Advanced Bushfire Performance Solutions – Bushfire Assessment Report (Subdivision) Lot 101 DP1161271 and Lots 52 – 54 DP 11896 Stage 4 Precincts 1, 2 & 3, The Ponds, NSW Dated January 2011.
- Report by Advanced Bushfire Performance Solution – Addendum Bushfire Assessment Report (Subdivision) Lots 101 DP1161271 & Lots 52 – 54 DP 11896 Stage 4 Precincts 1, 2 & 3 The Ponds NSW dated July 2013.

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

APPROVED BY BLACKTOWN CITY COUNCIL .....

General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178199

Plan of Subdivision of Lot 401
D.P. 1173834 covered by Council's
Subdivision Certificate No. 12914

Part 2 (cont)

JEYAWEERASINGAM MAHENDRA

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 ST PARRAMATTA
Address of Witness

31/7/2013
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 12 of 12 Sheets

Plan: DP1178199

Plan of Subdivision of Lot 401
D.P. 1173834 covered by Council's
Subdivision Certificate No. 12914

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: 4640 572)

R Simmonds
Signature of WITNESS

Signature of Attorney

Raymond Simmonds
Name of Witness (BLOCK LETTERS)

Geoff Riethmuller
Name of Attorney

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Network Property Mgr
Position

Date of Execution: 20-6-2013

Reference: URS 12828

REGISTERED 6.8.2013

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

'I' - RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 20 WIDE & VARIABLE VIDE D.P.1173834
'J' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE D.P.1177635

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)					
M.G.A. COORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
P.M.44691	305 210.746	6 269 566.809	56	C	4
P.M.44696	305 218.405	6 269 079.389	56	B	2
S.S.M.164965	305 728.877	6 269 359.735	56	C	3
S.S.M.176087	305 694.702	6 269 055.743	56	C	4
S.S.M.176089	305 717.702	6 269 132.870	56	C	4
S.S.M.176090	305 761.478	6 269 195.696	56	C	4
S.S.M.176812	305 665.304	6 268 954.407	56	C	4
COMBINED SCALE FACTOR 1.000052					
SOURCE:S.C.I.M.S. DATED 22 MARCH 2013					

'X' RESERVATIONS & CONDITIONS - SEE CROWN GRANT(S)

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b)					
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS					
PLACED/FOUND & NOT ESTABLISHED					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.181453	305 352.1	6 269 271.1	56	U	U
S.S.M.181455	305 602.1	6 269 241.6	56	U	U
S.S.M.181462	305 424.4	6 269 299.0	56	U	U
S.S.M.181464	305 302.1	6 269 219.1	56	U	U
S.S.M.181465	305 408.6	6 269 160.4	56	U	U
S.S.M.181477	305 436.1	6 269 069.3	56	U	U
S.S.M.181478	305 483.6	6 269 183.0	56	U	U
S.S.M.181487	305 518.3	6 269 244.6	56	U	U
S.S.M.181489	305 586.7	6 269 338.0	56	U	U
S.S.M.181490	305 654.1	6 269 368.0	56	U	U
S.S.M.181493	305 474.4	6 269 004.9	56	U	U
S.S.M.181498	305 558.0	6 269 134.5	56	U	U
COMBINED SCALE FACTOR 1.000052					
M.G.A. COORDINATES DETERMINED BY TRAVERSE					

SCHEDULE OF CURVED & SHORT BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
S1	261°38'05"	19.755	19.825	68	65	3°09'50"	27.9	27.935	158
S2	353°21'25"	41.68	41.76	193	66	353°02'50"	50.415	50.48	286.3
S3	5°00'10"	46.135	46.205	263	67	354°44'55"	8.395	8.415	35.5
S4	29°24'55"	31.525	32.105	48.5	68	81°25'	12.305	12.34	46.5
S5	22°14'25"	16.3	16.88	18.5	69	81°25'	14.16	14.2	53.5
S6	19°35'35"	14.085	14.49	17.67	70	85°39'10"	35.56	35.58	303.25
S7	102°26'00"	15.42	15.425	208	71	15°37'15"	5.12	5.17	10.5
S8	109°24'00"	123.875	124.4	392	72	45°29'20"	6.34		
S9	118°20'05"	1.41	1.41	258	73	78°08'45"	1.665	1.665	11.5
S10	15°38'30"	9.575	9.575	168	74	183°03'15"	31.6	31.62	259
S11	18°39'00"	8.06	8.06	168	75	165°40'35"	100.275	101.265	209
S12	108°12'45"	83.15	83.27	441.7	76	179°03'35"	174.99	181.775	191
S13	51°53'50"	104.495	104.91	341	77	311°42'20"	88.7	89.075	280
S14	14°30'20"	62.855	62.98	287.4	78	316°10'30"	48.58	48.635	300

DIAGRAM 1
SCALE 1:1500

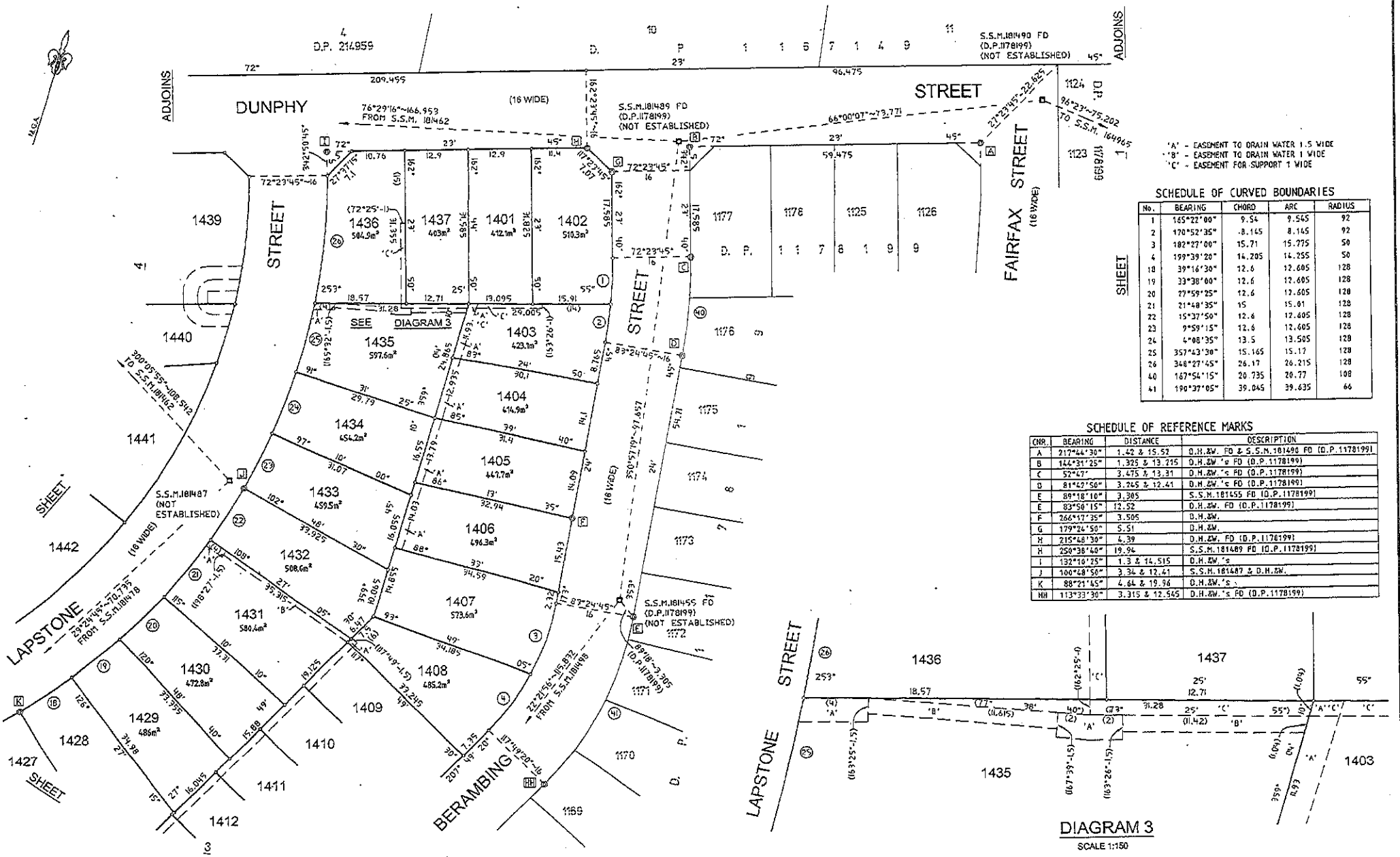
DIAGRAM 2
SCALE 1:1250

'L' - 'N' RESTRICTION ON USE OF LAND No.6 VIDE D.P.1176709

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 31 JULY 2013 Surveyor's Ref: 1756-14	PLAN OF SUBDIVISION OF LOT 1180 D.P. 1178199	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12948 Lengths are in metres. Reduction Ratio 1: 4000	Registered 2.10.2013	DP1178653

Req:R338660 /Doc:DP 1178653 P /Rev:03-Oct-2013 /Sts:SC.OK /Prt:03-Oct-2013 16:41 /Pgs:ALL /Seq:1 of 8
Ref: /Src:U

PLAN FORM 2 (A2) DP1178653 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 2 of 4 sheet(s)



'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE
'C' - EASEMENT FOR SUPPORT 1 WIDE

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	165°22'00"	9.54	9.545	92
2	170°52'35"	8.145	8.145	92
3	182°27'00"	15.71	15.775	50
4	199°39'20"	14.205	14.255	50
18	39°16'30"	12.6	12.605	128
19	33°38'00"	12.6	12.605	128
20	27°59'25"	12.6	12.605	128
21	21°48'35"	15	15.01	128
22	15°37'50"	12.6	12.605	128
23	9°59'15"	12.6	12.605	128
24	4°08'35"	13.5	13.505	128
25	357°43'30"	15.165	15.17	128
26	348°27'45"	26.17	26.215	128
40	167°54'15"	20.735	20.77	108
41	190°37'05"	39.045	39.635	66

SCHEDULE OF REFERENCE MARKS

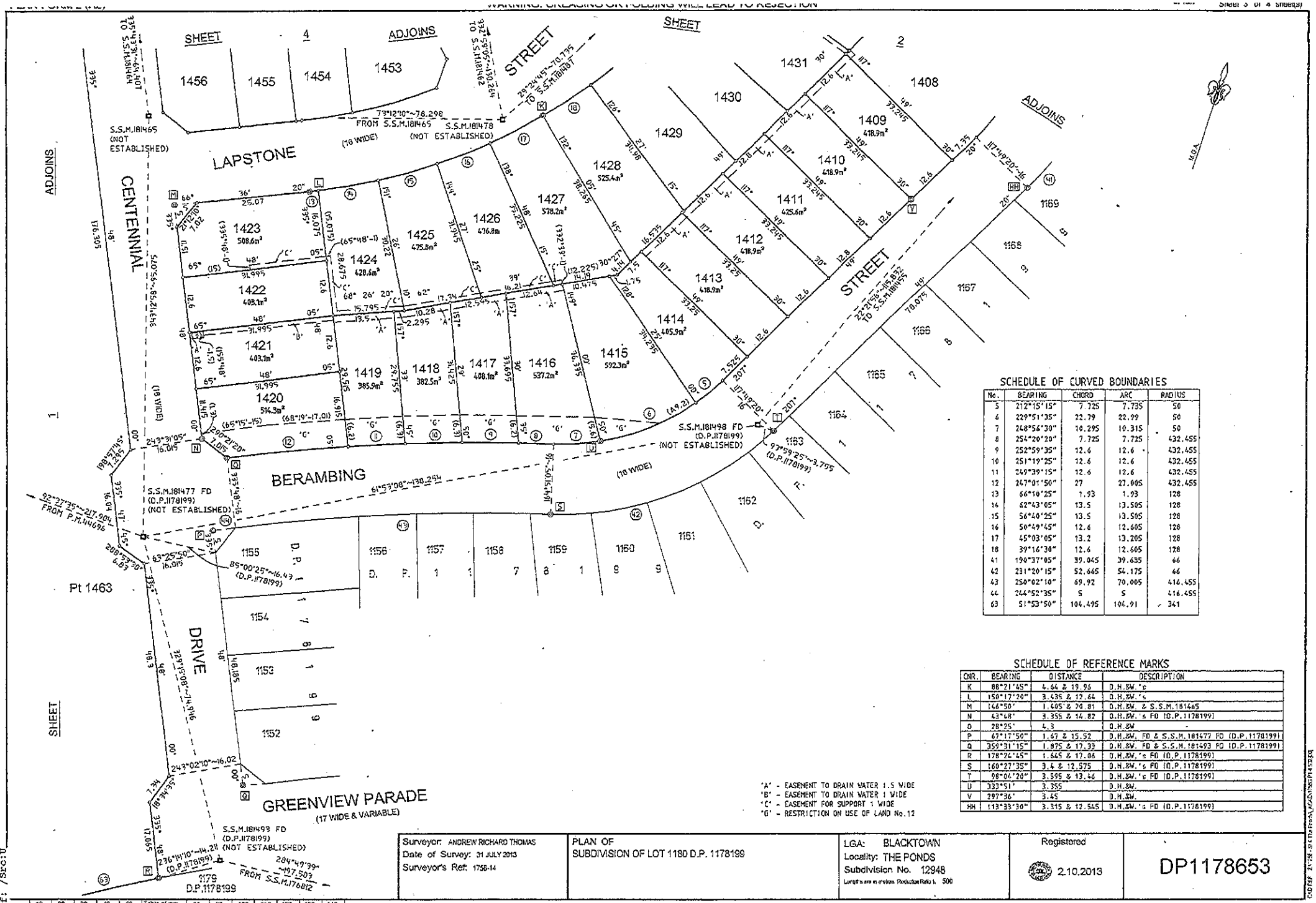
CNR.	BEARING	DISTANCE	DESCRIPTION
A	217°44'30"	1.42 & 15.52	D.H.&W. FD & S.S.M.181490 FD (D.P.1178199)
B	144°31'25"	1.325 & 13.215	D.H.&W.'s FD (D.P.1178199)
C	52°47'	3.475 & 13.31	D.H.&W.'s FD (D.P.1178199)
D	81°42'50"	3.245 & 12.41	D.H.&W.'s FD (D.P.1178199)
E	89°18'10"	3.305	S.S.M.181455 FD (D.P.1178199)
E	83°50'15"	12.52	D.H.&W. FD (D.P.1178199)
F	266°17'35"	3.505	D.H.&W.
G	179°24'50"	5.51	D.H.&W.
H	215°48'30"	4.39	D.H.&W. FD (D.P.1178199)
H	250°38'40"	19.94	S.S.M.181489 FD (D.P.1178199)
I	132°10'25"	1.3 & 14.515	D.H.&W.'s
J	100°48'50"	3.34 & 12.41	S.S.M.181487 & D.H.&W.
K	88°21'45"	4.64 & 19.96	D.H.&W.'s
HH	113°33'30"	3.315 & 12.545	D.H.&W.'s FD (D.P.1178199)

DIAGRAM 3
SCALE 1:150

ADJOINS

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 31 JULY 2013 Surveyor's Ref: 1756-14	PLAN OF SUBDIVISION OF LOT 1180 D.P. 1178199	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12948 Lengths are in metres. Reduction Ratio 1: 500	Registered 2.10.2013	DP1178653

/Doc:DP 1178653 P /Rev:03-Oct-2013 /Sts:SC.OK /Prt:03-Oct-2013 16:41 /Pgs:ALL /Seq:2 of 8



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
5	212°15'15"	7.725	7.735	50
6	229°51'35"	22.79	22.99	50
7	248°56'30"	10.295	10.315	50
8	254°20'20"	7.725	7.725	432.455
9	252°59'35"	12.6	12.6	432.455
10	251°19'25"	12.6	12.6	432.455
11	249°39'15"	12.6	12.6	432.455
12	247°01'50"	27	27.005	432.455
13	66°10'25"	1.93	1.93	128
14	62°43'05"	13.5	13.505	128
15	56°40'25"	13.5	13.505	128
16	50°49'45"	12.6	12.605	128
17	45°03'05"	13.2	13.205	128
18	39°16'30"	12.6	12.605	128
41	190°37'05"	39.045	39.635	66
42	231°20'15"	52.665	54.175	66
43	250°02'10"	69.92	70.005	416.455
44	244°52'35"	S	S	416.455
63	51°53'50"	104.495	104.91	341

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
K	88°21'45"	4.64 & 19.96	D.H.&W.'s
L	156°17'20"	3.435 & 12.64	D.H.&W.'s
M	146°50'	1.405 & 20.81	D.H.&W. & S.S.M.181465
N	43°48'	3.355 & 14.82	D.H.&W.'s FD (D.P.1178199)
O	28°25'	4.3	D.H.&W.
P	67°17'50"	1.67 & 15.92	D.H.&W. FD & S.S.M.181477 FD (D.P.1178199)
Q	359°31'15"	1.875 & 17.33	D.H.&W. FD & S.S.M.181493 FD (D.P.1178199)
R	178°24'45"	1.645 & 17.06	D.H.&W.'s FD (D.P.1178199)
S	160°27'35"	3.4 & 12.575	D.H.&W.'s FD (D.P.1178199)
T	98°04'20"	3.595 & 13.46	D.H.&W.'s FD (D.P.1178199)
U	333°51'	3.355	D.H.&W.
V	297°36'	3.45	D.H.&W.
HH	113°33'30"	3.345 & 12.545	D.H.&W.'s FD (D.P.1178199)

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE
'C' - EASEMENT FOR SUPPORT 1 WIDE
'G' - RESTRICTION ON USE OF LAND No.12

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 31 JULY 2013 Surveyor's Ref: 1756-14	PLAN OF SUBDIVISION OF LOT 1180 D.P. 1178199	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12948 Lengths are in metres Reduction Ratio 1: 500	Registered 2.10.2013	DP1178653

Req:R338660 /Doc:DP 1178653 P /Rev:03-Oct-2013 /Sts:SC.OK /Prt:03-Oct-2013 16:41 /Pgs:ALL /Seq:3 of 8
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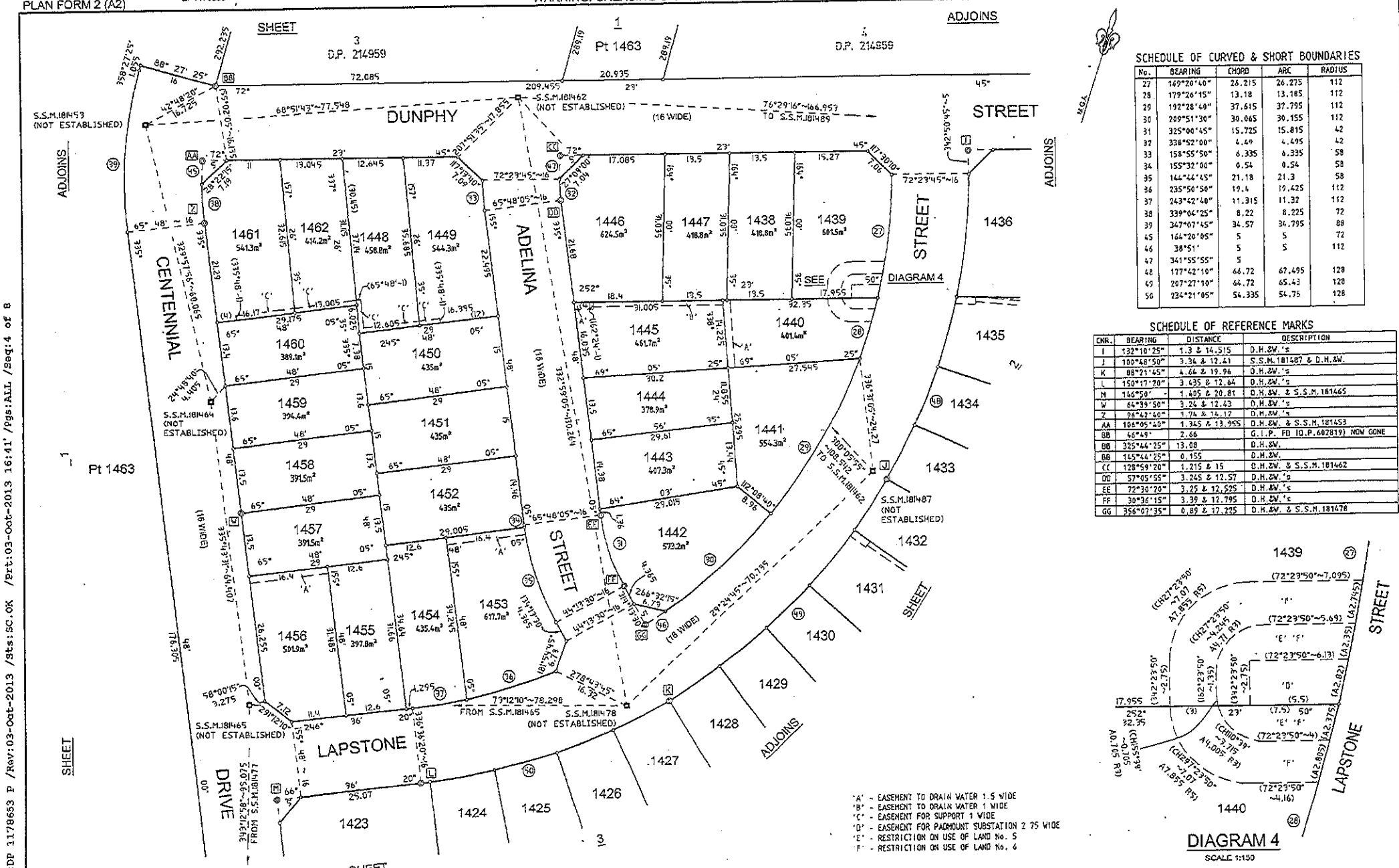
PLAN FORM 2 (A2) DP1178653 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 4 of 4 sheet(s)



SCHEDULE OF CURVED & SHORT BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
27	149°20'40"	26.215	26.275	112
28	179°26'15"	13.18	13.185	112
29	192°28'40"	37.615	37.795	112
30	209°51'30"	30.065	30.155	112
31	325°00'45"	15.725	15.815	42
32	338°52'00"	4.49	4.495	42
33	158°55'50"	6.335	6.335	58
34	155°32'00"	6.54	6.54	58
35	144°44'45"	21.18	21.3	58
36	235°50'50"	19.4	19.425	112
37	243°42'40"	11.315	11.32	112
38	339°04'25"	8.22	8.225	72
39	347°07'45"	34.57	34.795	88
45	164°20'05"	5	5	72
46	38°51'	5	5	112
47	341°55'55"	5		
48	177°42'10"	66.72	67.495	128
49	207°27'10"	64.72	65.43	128
50	234°21'05"	54.335	54.75	128

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
I	132°10'25"	1.3 & 14.515	D.H.&W.'s
J	100°48'50"	3.34 & 12.41	S.S.M.181487 & D.H.&W.
K	88°21'45"	4.64 & 19.96	D.H.&W.'s
L	150°17'20"	3.635 & 12.64	D.H.&W.'s
M	146°50'	1.405 & 20.81	D.H.&W. & S.S.M.181465
W	64°39'50"	3.24 & 12.43	D.H.&W.'s
Z	96°42'40"	1.74 & 14.17	D.H.&W.'s
AA	106°05'40"	1.345 & 13.955	D.H.&W. & S.S.M.181453
BB	46°49'	2.66	G.I.P. FD (O.P.602819) NOW GONE
BB	325°44'25"	13.08	D.H.&W.
BB	145°44'25"	0.155	D.H.&W.
CC	128°59'20"	1.215 & 15	D.H.&W. & S.S.M.181462
DD	57°05'55"	3.245 & 12.57	D.H.&W.'s
EE	72°30'20"	3.25 & 12.525	D.H.&W.'s
FF	30°36'15"	3.39 & 12.795	D.H.&W.'s
GG	356°07'35"	0.89 & 17.225	D.H.&W. & S.S.M.181478

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE
'C' - EASEMENT FOR SUPPORT 1 WIDE
'D' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
'E' - RESTRICTION ON USE OF LAND No. 5
'F' - RESTRICTION ON USE OF LAND No. 6

DIAGRAM 4
SCALE 1:150

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 31 JULY 2013 Surveyor's Ref: 1756-14	PLAN OF SUBDIVISION OF LOT 1180 D.P. 1178199	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12948 Lengths are in metres. Reduction Ratio 1 : 500	Registered 2.10.2013	DP1178653

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered: 2.10.2013 Office Use Only

Office Use Only

DP1178653

PLAN OF
SUBDIVISION OF LOT 1180 D.P. 1178199

Subdivision Certificate number: 12948

Date of Endorsement: 25/9/13

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 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

MICHAEL ROBERT OWENS

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

M.R. Owens
SIGNATURE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-14

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P1-4 S02 1001 - N.F. - A.T.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 2.10.2013

Office Use Only

DP1178653

PLAN OF
SUBDIVISION OF LOT 1180 D.P. 1178199

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: 12948

Date of Endorsement: 25/9/13

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1401	11	DUNPHY	STREET	THE PONDS
1402	9	DUNPHY	STREET	THE PONDS
1403	59	BERAMBING	STREET	THE PONDS
1404	57	BERAMBING	STREET	THE PONDS
1405	55	BERAMBING	STREET	THE PONDS
1406	53	BERAMBING	STREET	THE PONDS
1407	51	BERAMBING	STREET	THE PONDS
1408	49	BERAMBING	STREET	THE PONDS
1409	47	BERAMBING	STREET	THE PONDS
1410	45	BERAMBING	STREET	THE PONDS
1411	43	BERAMBING	STREET	THE PONDS
1412	41	BERAMBING	STREET	THE PONDS
1413	39	BERAMBING	STREET	THE PONDS
1414	37	BERAMBING	STREET	THE PONDS
1415	35	BERAMBING	STREET	THE PONDS
1416	33	BERAMBING	STREET	THE PONDS
1417	31	BERAMBING	STREET	THE PONDS
1418	29	BERAMBING	STREET	THE PONDS
1419	27	BERAMBING	STREET	THE PONDS
1420	10	CENTENNIAL	DRIVE	THE PONDS
1421	12	CENTENNIAL	DRIVE	THE PONDS
1422	14	CENTENNIAL	DRIVE	THE PONDS
1423	16	CENTENNIAL	DRIVE	THE PONDS
1424	26	LAPSTONE	STREET	THE PONDS
1425	28	LAPSTONE	STREET	THE PONDS
1426	30	LAPSTONE	STREET	THE PONDS
1427	32	LAPSTONE	STREET	THE PONDS
1428	34	LAPSTONE	STREET	THE PONDS
1429	36	LAPSTONE	STREET	THE PONDS
1430	38	LAPSTONE	STREET	THE PONDS
1431	40	LAPSTONE	STREET	THE PONDS
1432	42	LAPSTONE	STREET	THE PONDS
1433	44	LAPSTONE	STREET	THE PONDS
1434	46	LAPSTONE	STREET	THE PONDS
1435	48	LAPSTONE	STREET	THE PONDS
1436	15	DUNPHY	STREET	THE PONDS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-14

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P1-4.S02 [00] - N.E. - A.I.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Registered: 2.10.2013

Office Use Only

DP1178653

PLAN OF
SUBDIVISION OF LOT 1180 D.P. 1178199

Subdivision Certificate number: 12948

Date of Endorsement: 25/9/13

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.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES (CONT'D)

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1437	13	DUNPHY	STREET	THE PONDS
1438	19	DUNPHY	STREET	THE PONDS
1439	17	DUNPHY	STREET	THE PONDS
1440	31	LAPSTONE	STREET	THE PONDS
1441	29	LAPSTONE	STREET	THE PONDS
1442	2	ADELINA	STREET	THE PONDS
1443	4	ADELINA	STREET	THE PONDS
1444	6	ADELINA	STREET	THE PONDS
1445	8	ADELINA	STREET	THE PONDS
1446	23	DUNPHY	STREET	THE PONDS
1447	21	DUNPHY	STREET	THE PONDS
1448	27	DUNPHY	STREET	THE PONDS
1449	25	DUNPHY	STREET	THE PONDS
1450	7	ADELINA	STREET	THE PONDS
1451	5	ADELINA	STREET	THE PONDS
1452	3	ADELINA	STREET	THE PONDS
1453	25	LAPSTONE	STREET	THE PONDS
1454	23	LAPSTONE	STREET	THE PONDS
1455	21	LAPSTONE	STREET	THE PONDS
1456	19	LAPSTONE	STREET	THE PONDS
1457	20	CENTENNIAL	DRIVE	THE PONDS
1458	22	CENTENNIAL	DRIVE	THE PONDS
1459	24	CENTENNIAL	DRIVE	THE PONDS
1460	26	CENTENNIAL	DRIVE	THE PONDS
1461	31	DUNPHY	STREET	THE PONDS
1462	29	DUNPHY	STREET	THE PONDS
1463	STREET ADDRESS NOT AVAILABLE			

SOURCE : BLACKTOWN CITY COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-14

CAD REF: Z:\1756 - Sf 4 The Ponds\ACAD\1756G P1-4 S02 [00] - N.F. - A.T.

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

Plan: DP1178653

Plan of Subdivision of Lot 1180
D.P. 1178199 covered by Council's
Subdivision Certificate No. 12948

Full Name and address of Proprietor of land:	LANDCOM Level 14 60 Station Street PARRAMATTA NSW 2150

Part 1 (Creation)

	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	1403	1404, 1405, 1406, 1407
		1404	1405, 1406, 1407
		1405	1406, 1407
		1406	1407
		1408	1409, 1410, 1411, 1412, 1413, 1414
		1409	1410, 1411, 1412, 1413, 1414
		1410	1411, 1412, 1413, 1414
		1411	1412, 1413, 1414
		1412	1413, 1414
		1413	1414
		1416	1415
		1417	1415, 1416

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan
Sheet 2 of 9 Sheets

Lengths are in Metres

Plan: DP1178653

Plan of Subdivision of Lot 1180
D.P. 1178199 covered by Council's
Subdivision Certificate No. 12948

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	1418	1415, 1416, 1417
		1419	1415, 1416, 1417, 1418
		1421	1415, 1416, 1417, 1418, 1419
		1431	1408, 1409, 1410, 1411, 1412, 1413, 1414
		1435	1403, 1404, 1405, 1406, 1407
		1440	1441
		1445	1440, 1441
		1453	1454
		1456	1455
2.	Easement to Drain Water 1 Wide	1421	1415, 1416, 1417, 1418, 1419
		1431	1408, 1409, 1410, 1411, 1412, 1413, 1414
		1435	1403, 1404, 1405, 1406, 1407
		1445	1440, 1441
3.	Easement for Support 1 Wide	1403	1401, 1402
		1423	1422
		1424	1418, 1419, 1422
		1425	1417, 1418
		1426	1416, 1417
		1427	1416

APPROVED BY BLACKTOWN CITY COUNCIL .....
~~General Manager~~ / Authorised Officer

M.O.

ePlan

Lengths are in Metres

Plan: DP1178653

Plan of Subdivision of Lot 1180 D.P. 1178199 covered by Council's Subdivision Certificate No. 12948

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 Support 1 Wide	1435, 1436 1448 1449 1461, 1462	1437 1450, 1460 1450 1460
4.	Easement for Padmount Substation 2.75 Wide	1439	Endeavour Energy
5.	Restriction on Use of Land	1439, 1440	Endeavour Energy
6.	Restriction on Use of Land	1439, 1440	Endeavour Energy
7.	Restriction on Use of Land	Each Lot 1401 to 1462 inclusive	Blacktown City Council
8.	Restriction on Use of Land	Each Lot 1401 to 1462 inclusive	Blacktown City Council
9.	Restriction on Use of Land	Each Lot 1401 to 1462 inclusive	Landcom
10.	Restriction on Use of Land	1463	Blacktown City Council
11.	Restriction on Use of Land	Each Lot 1401 to 1462 inclusive	Blacktown City Council
12.	Restriction on Use of Land	1415, 1416, 1417, 1418, 1419, 1420	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1178653

Plan of Subdivision of Lot 1180
D.P. 1178199 covered by Council's
Subdivision Certificate No. 12948

Part 2

Name of Authority empowered to release vary or modify easement 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.

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 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 of such wall and the footings thereof.

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, 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 'E' 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

Plan: DP1178653

Plan of Subdivision of Lot 1180 D.P. 1178199 covered by Council's Subdivision Certificate No. 12948

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 'F' 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 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.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan
Sheet 6 of 9 Sheets

Lengths are in Metres

Plan: DP1178653

Plan of Subdivision of Lot 1180
D.P. 1178199 covered by Council's
Subdivision Certificate No. 12948

Part 2 (cont)

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.

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 elements contained in Blacktown City Council Growth Centre Precincts Development Control Plan 2010.

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.

APPROVED BY BLACKTOWN CITY COUNCIL .....
~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178653

Plan of Subdivision of Lot 1180
D.P. 1178199 covered by Council's
Subdivision Certificate No. 12948

Part 2 (cont)

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

Terms of easement, profit à prendre, restriction or positive covenant numbered 11 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 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 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) 12.5 as set out in the following documents;

- Addendum: Appendix 3 of Planning for Bushfire Protection 2010
- AS 3959-2009
- Report by Advanced Bushfire Performance Solutions – Bushfire Assessment Report (Subdivision) Lot 101 DP1161271 and Lots 52 – 54 DP 11896 Stage 4 Precincts 1, 2 & 3, The Ponds, NSW Dated January 2011.
- Report by Advanced Bushfire Performance Solution – Addendum Bushfire Assessment Report (Subdivision) Lots 101 DP1161271 & Lots 52 – 54 DP 11896 Stage 4 Precincts 1, 2 & 3 The Ponds NSW dated July 2013.

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

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1178653

Plan of Subdivision of Lot 1180
D.P. 1178199 covered by Council's
Subdivision Certificate No. 12948

Part 2 (cont)

MICHAEL ROBERT OWENS

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)

M. Owens

LANDCOM
by its Delegate

T. Mahendra
.....
Signature of WITNESS

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

LEVEL 2, 60 STATION STREET
.....
Address of Witness PARRAMATTA
NSW 2150

26/9/13
.....
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

M.O.

ePlan
Lengths are in Metres
Sheet 9 of 9 Sheets

Plan: DP1178653

Plan of Subdivision of Lot 1180
D.P. 1178199 covered by Council's
Subdivision Certificate No. 12948

Part 2 (cont)

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

.....
Signature of WITNESS

MATTHEW BRIGDEN
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

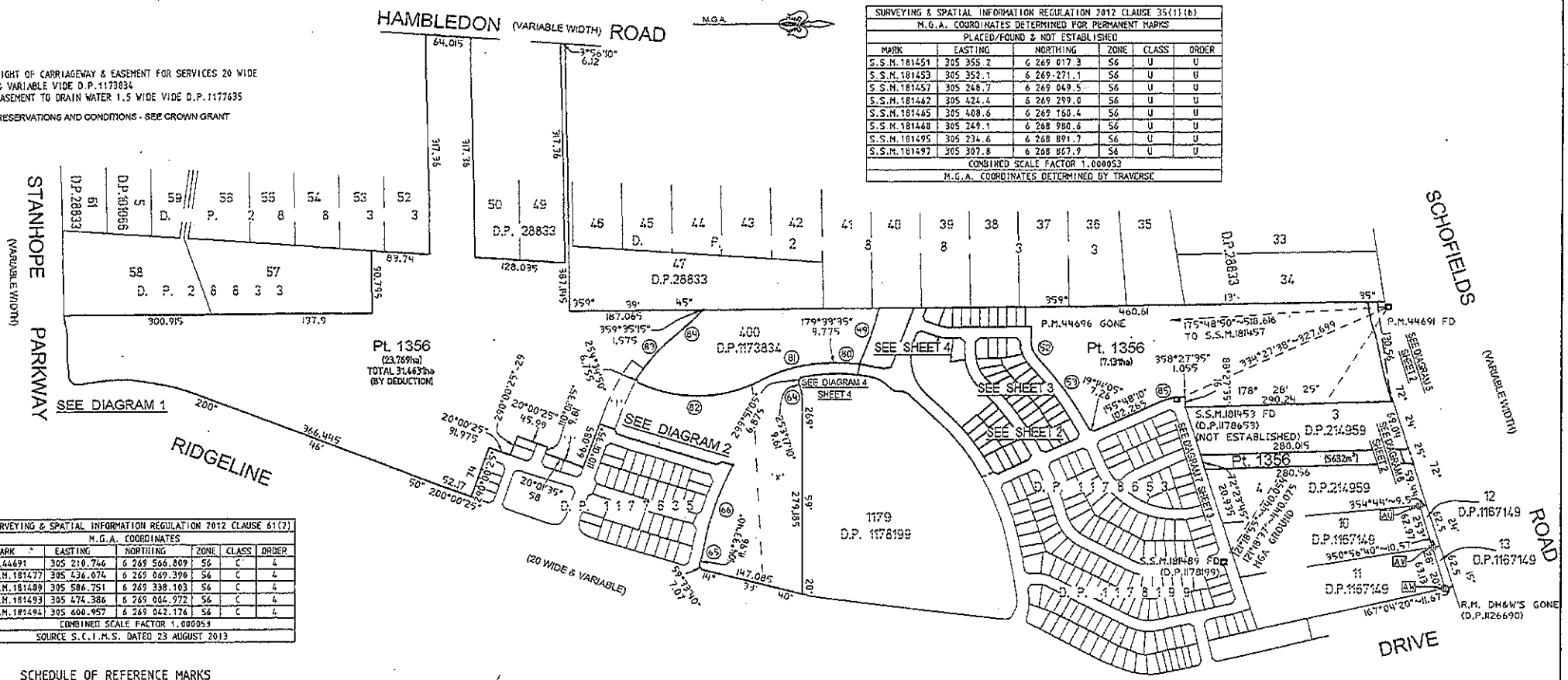
Date of Execution: 30-9-13

Reference: URS 12899

REGISTERED 2.10.2013

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION oPlan Sheet 1 of 4 sheet(s)

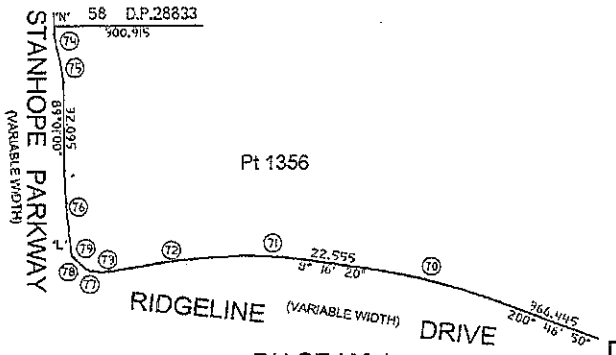


SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b)					
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS PLACED/FOUND & NOT ESTABLISHED					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.181451	305 355.2	6 269 017.3	56	U	U
S.S.M.181453	305 352.1	6 269 271.1	56	U	U
S.S.M.181457	305 248.7	6 269 049.5	56	U	U
S.S.M.181462	305 424.4	6 269 299.0	56	U	U
S.S.M.181465	305 408.6	6 269 160.4	56	U	U
S.S.M.181468	305 249.1	6 268 980.6	56	U	U
S.S.M.181495	305 234.6	6 268 891.7	56	U	U
S.S.M.181497	305 307.8	6 268 867.9	56	U	U
COMBINED SCALE FACTOR 1.000053					
M.G.A. COORDINATES DETERMINED BY TRAVERSE					

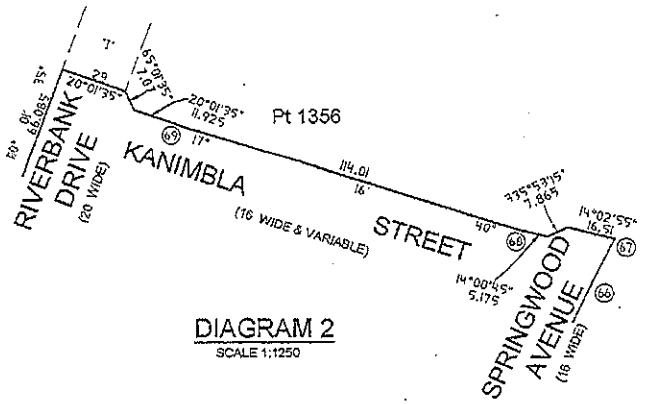
SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)					
M.G.A. COORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
P.M.44691	305 210.746	6 269 566.809	56	C	4
S.S.M.181477	305 436.074	6 269 069.396	56	C	4
S.S.M.181489	305 586.751	6 269 338.103	56	C	4
S.S.M.181493	305 474.386	6 269 064.972	56	C	4
S.S.M.181494	305 600.957	6 269 042.176	56	C	4
COMBINED SCALE FACTOR 1.000053					
SOURCE S.C.I.M.S. DATED 23 AUGUST 2013					

SCHEDULE OF REFERENCE MARKS

AU	307°00'50"	0.9	GIP FD (D.P.1167149)
AV	344°16'50"	0.98	GIP FD (D.P.1167149)
AW	299°19'40"	0.95	GIP FD (D.P.1167149)



'L' - 'N' RESTRICTION ON USE OF LAND No.6 VIDE D.P.1176709

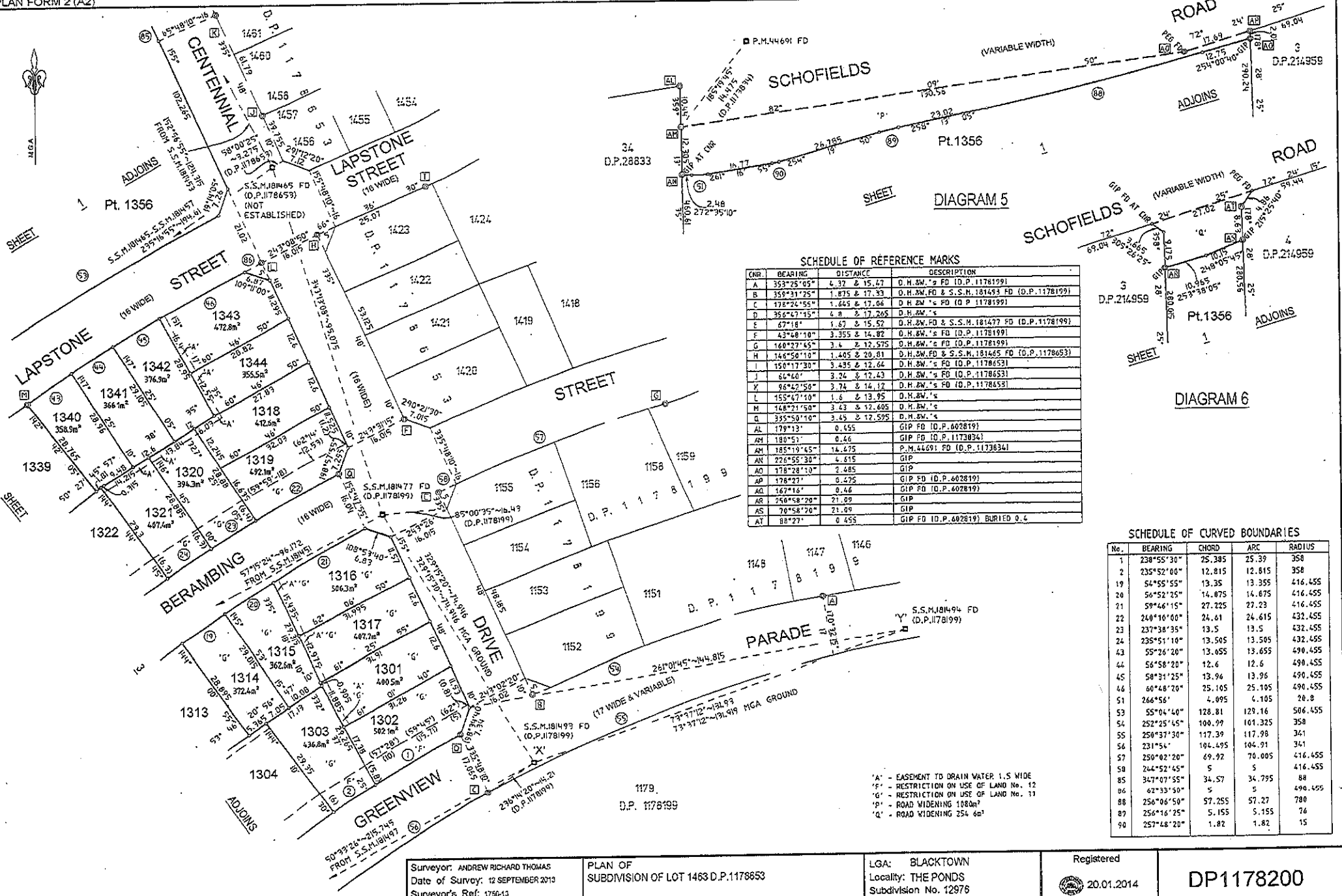


SCHEDULE OF CURVED & SHORT BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
49	288°12'55"	83.15	83.27	441.7	76	85°39'20"	35.56	35.58	309.25
52	68°39'35"	21.395	21.875	30	77	15°37'25"	5.12	5.17	18.5
53	55°04'40"	128.81	129.16	506.455	78	45°29'30"	8.36		
64	261°38'15"	19.755	19.825	68	79	78°08'55"	1.665	1.665	11.5
65	102°26'10"	15.42	15.425	208	80	183°03'25"	31.6	31.62	259
66	109°24'10"	123.875	124.4	392	81	165°40'45"	100.275	101.265	209
67	118°20'15"	1.41	1.41	258	82	179°03'45"	174.99	181.775	191
68	15°38'40"	9.575	9.575	168	83	311°42'30"	88.7	89.075	280
69	18°39'10"	8.06	8.06	168	84	316°10'40"	48.58	48.635	300
70	14°30'30"	62.855	62.98	287.4	85	347°07'55"	34.57	34.795	88
71	3°10'	27.9	27.935	158					
72	353°03'	50.415	50.48	286.3					
73	354°45'05"	8.395	8.415	35.5					
74	81°25'10"	12.305	12.34	46.5					
75	81°25'10"	14.16	14.2	53.5					

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 12 SEPTEMBER 2013 Surveyor's Ref: 1756-13	PLAN OF SUBDIVISION OF LOT 1463 D.P.1178653	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12976 Lengths are in metres. Reduction Ratio 1: 4000	Registered 20.01.2014	DP1178200

Req:R860602 /Doc:DP 1178200 P /Rev:21-Jan-2014 /Sts:SC.OK /Prt:22-Jan-2014 09:46 /Pgs:ALL /Seq:1 of 6
Ref: /Src:U



SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
A	353°25'05"	4.37 & 15.47	O.H.&W.'s FD (D.P.1178199)
B	359°31'25"	1.875 & 17.33	O.H.&W.FD & S.S.M.181493 FD (D.P.1178199)
C	178°24'55"	1.645 & 17.06	O H &W 's FD (D P 1178199)
D	356°47'15"	4.8 & 17.265	O.H.&W.'s
E	67°18'	1.67 & 15.52	O.H.&W.FD & S.S.M.181477 FD (D.P.1178199)
F	43°48'10"	3.355 & 14.82	O.H.&W.'s FD (D.P.1178199)
G	160°27'45"	3.4 & 12.575	O.H.&W.'s FD (D.P.1178199)
H	146°50'10"	1.405 & 20.81	O.H.&W.FD & S.S.M.181465 FD (D.P.1178653)
I	150°17'30"	3.435 & 12.64	O.H.&W.'s FD (D.P.1178653)
J	64°40'	3.24 & 12.43	O.H.&W.'s FD (D.P.1178653)
K	96°42'50"	3.74 & 14.12	O.H.&W.'s FD (D.P.1178653)
L	155°47'10"	1.6 & 13.95	O.H.&W.'s
M	148°21'50"	3.43 & 12.605	O.H.&W.'s
Q	335°50'10"	3.45 & 12.595	O.H.&W.'s
AL	179°13'	0.455	GIP FD (D.P.602819)
AM	180°51'	0.46	GIP FD (D.P.1173034)
AM	185°19'45"	14.475	P.M.44691 FD (D.P.1173034)
AN	226°55'30"	4.615	GIP
AO	178°28'10"	2.485	GIP
AP	178°27'	0.495	GIP FD (D.P.602819)
AQ	167°16'	0.46	GIP FD (D.P.602819)
AR	250°58'20"	21.09	GIP
AS	70°58'20"	21.09	GIP
AT	88°27'	0.455	GIP FD (D.P.602819) BURIED 0.4

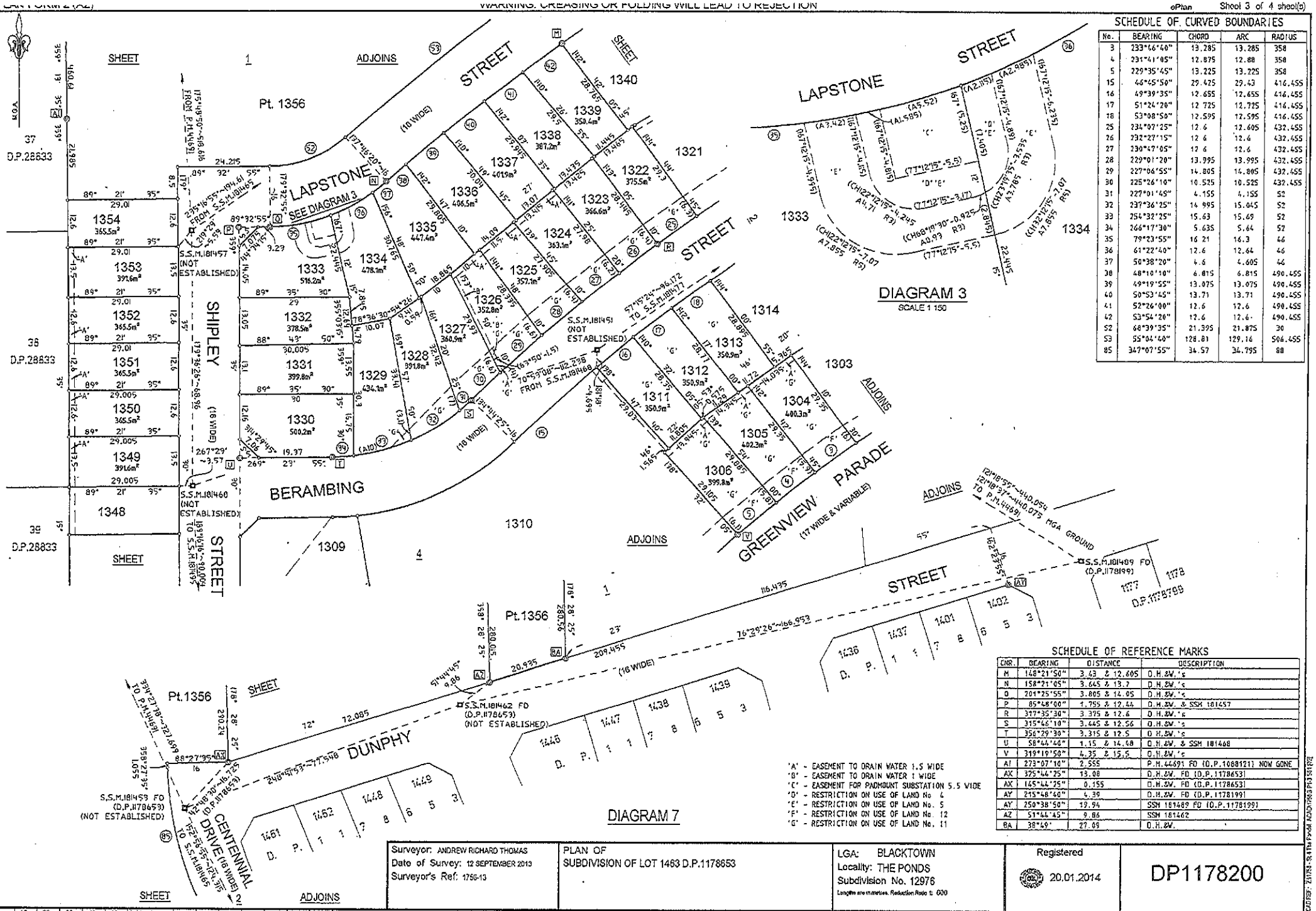
SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	238°55'30"	25.385	25.39	358
2	235°52'00"	12.815	12.815	358
19	54°55'55"	13.35	13.355	416.455
20	56°52'25"	14.675	14.675	416.455
21	59°46'15"	27.225	27.23	416.455
22	240°16'00"	24.61	24.615	432.455
23	237°38'35"	13.5	13.5	432.455
24	235°51'10"	13.505	13.505	432.455
43	55°26'20"	13.655	13.655	490.455
44	56°58'20"	12.6	12.6	490.455
45	58°31'25"	13.96	13.96	490.455
46	60°48'20"	25.105	25.105	490.455
51	266°56'	4.095	4.105	20.8
53	55°04'40"	128.81	129.16	506.455
54	252°25'45"	100.99	101.325	358
55	256°37'30"	117.39	117.98	341
56	231°54'	104.495	104.91	341
57	250°02'20"	69.92	70.005	416.455
58	244°52'45"	5	5	416.455
85	347°07'55"	34.57	34.795	88
86	62°33'50"	5	5	490.455
88	256°06'50"	57.255	57.27	780
89	256°16'25"	5.155	5.155	76
90	257°48'20"	1.82	1.82	15

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'F' - RESTRICTION ON USE OF LAND No. 12
'G' - RESTRICTION ON USE OF LAND No. 13
'P' - ROAD WIDENING 1080m²
'Q' - ROAD WIDENING 254 6m²

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 12 SEPTEMBER 2013 Surveyor's Ref: 1750-13	PLAN OF SUBDIVISION OF LOT 1463 D.P.1178653	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12976 Lengths are in metres Reduction Ratio 1: 600	Registered 20.01.2014	DP1178200

eq:R860602 /Doc:DP 1178200 P /Rev:21-Jan-2014 /Sts:SC.OK /Prt:22-Jan-2014 09:46 /Pgs:ALL /Seq:2 of 6
ef: /Src:U
CAUTION: ZOOMS, SKEWS AND SCALES ARE NOT PERMITTED



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
3	233°46'40"	13.285	13.285	358
4	231°41'05"	12.875	12.88	358
5	229°35'45"	13.225	13.225	358
15	46°45'50"	29.425	29.43	416.455
16	49°39'35"	12.655	12.655	416.455
17	51°24'20"	12.725	12.725	416.455
18	53°08'50"	12.595	12.595	416.455
25	234°07'25"	12.6	12.605	432.455
26	232°27'15"	12.6	12.6	432.455
27	230°47'05"	12.6	12.6	432.455
28	229°01'20"	13.995	13.995	432.455
29	227°06'55"	14.805	14.805	432.455
30	225°26'10"	10.525	10.525	432.455
31	227°01'45"	4.155	4.155	52
32	237°36'25"	14.995	15.045	52
33	254°32'25"	15.63	15.69	52
34	266°17'30"	5.635	5.64	52
35	79°23'55"	16.21	16.3	46
36	61°22'40"	12.6	12.64	46
37	50°38'20"	4.6	4.605	46
38	48°10'10"	6.815	6.815	490.455
39	49°19'55"	13.075	13.075	490.455
40	50°53'45"	13.71	13.71	490.455
41	52°26'00"	12.6	12.6	490.455
42	53°54'20"	12.6	12.6	490.455
S2	68°39'35"	21.395	21.875	30
S3	55°04'40"	128.81	129.16	506.455
85	347°07'55"	34.57	34.795	88

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
M	148°21'50"	3.43 & 12.605	O.H.&W.'s
N	158°21'05"	3.645 & 13.7	O.H.&W.'s
O	201°25'55"	3.805 & 14.05	O.H.&W.'s
P	85°48'00"	1.755 & 12.44	O.H.&W. & SSM 181457
R	317°35'30"	3.395 & 12.6	O.H.&W.'s
S	315°46'10"	3.445 & 12.56	O.H.&W.'s
T	356°29'30"	3.315 & 12.5	O.H.&W.'s
U	58°44'40"	1.15 & 14.68	O.H.&W. & SSM 181468
V	319°19'50"	4.35 & 15.5	O.H.&W.'s
AI	273°07'10"	2.555	P.M.44691 FD (D.P.1088121) NOW GONE
AX	325°44'25"	13.08	O.H.&W. FD (D.P.1178653)
AX	145°44'25"	0.155	O.H.&W. FD (D.P.1178653)
AY	215°48'40"	4.38	O.H.&W. FD (D.P.1178199)
AY	250°38'50"	19.94	SSM 181489 FD (D.P.1178199)
AZ	51°44'45"	9.86	SSM 181462
BA	38°49'	27.69	O.H.&W.

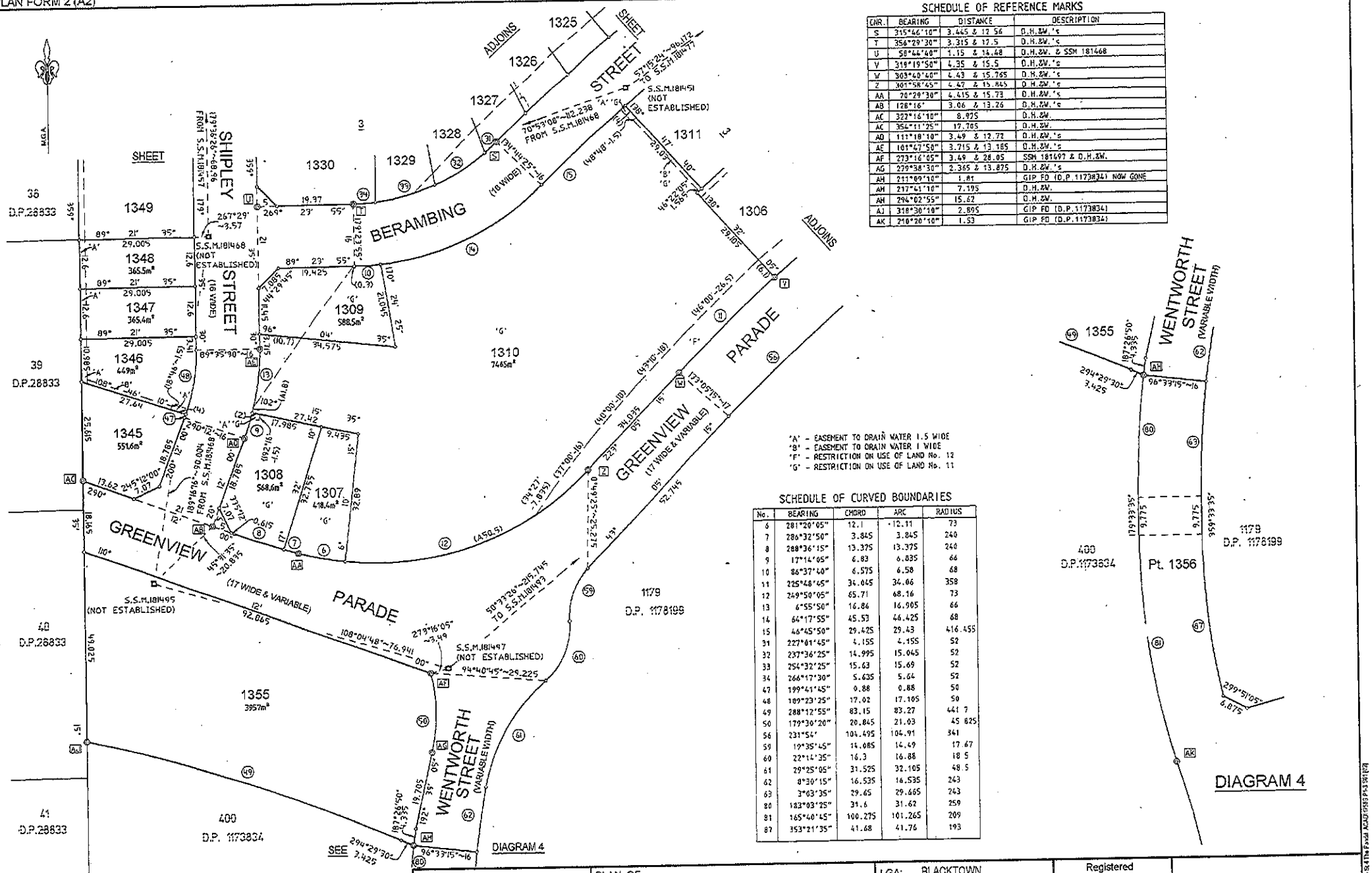
'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE
'C' - EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE
'D' - RESTRICTION ON USE OF LAND No. 4
'E' - RESTRICTION ON USE OF LAND No. 5
'F' - RESTRICTION ON USE OF LAND No. 12
'G' - RESTRICTION ON USE OF LAND No. 11

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 12 SEPTEMBER 2013 Surveyor's Ref: 1756-13	PLAN OF SUBDIVISION OF LOT 1463 D.P.1178653	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12976 Lengths are in metres. Reduction Ratio 1: 600	Registered 20.01.2014	DP1178200

Ref: /Src:U

Form: 2/2013 Revised: 2013 Sheet: 3 of 4 sheet(s) Office Use Only Plan Drafting Rules Version 2.0 Subdivision Plan Only

PLAN FORM 2 (A2) DP1178200 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 4 of 4 sheet(s)



SHEET 1 ADJOINS

Surveyor: ANDREW RICHARD THOMAS
Date of Survey: 12 SEPTEMBER 2013
Surveyor's Ref: 1756-13

PLAN OF
SUBDIVISION OF LOT 1463 D.P.1178653

LGA: BLACKTOWN
Locality: THE PONDS
Subdivision No. 12976
Lengths are in metres. Reduction Ratio 1: 000

Registered
20.01.2014

DP1178200

Req:R860602 /Doc:DP 1178200 P /Rev:21-Jan-2014 /Sts:SC.OK /Prt:22-Jan-2014 09:46 /Pgs:ALL /Seq:4 of 6
/Src:U

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 20.01.2014

Office Use Only

DP1178200

PLAN OF
SUBDIVISION OF LOT 1463 D.P.1178653

Subdivision Certificate number: 12976

Date of Endorsement: 26/11/13

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 TO DRAIN WATER 1 WIDE
3. EASEMENT FOR PADMOUNT SUBSTATION 5.5 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

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)
STREET ADDRESSES NOT AVAILABLE

JEYANEERASINGAM MAHENDRA

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

WITNESS: A. Mallison
GRAHAM MALLISON 28/11/13.
5 GRIGG AVENUE NORTH EPPING NSW 2121

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-13

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P1-3 S01 1021 - N.F. - A.T.

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

Plan: DP1178200

Plan of Subdivision of Lot 1463
D.P. 1178653 covered by Council's
Subdivision Certificate No. 12916
Dated: 26.11.13

Full Name and address of Proprietor of land:	LANDCOM Level 14 60 Station Street PARRAMATTA NSW 2150

Part 1 (Creation)

	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	1301	1302
		1304	1303
		1305	1303, 1304
		1306	1303, 1304, 1305
		1308	1310
		1310	1303, 1304, 1305, 1306
		1316	1301, 1302, 1317
		1317	1301, 1302
		1318	1320, 1321, 1322
		1320	1321, 1322
		1321	1322
		1324	1323
		1325	1323, 1324

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan
Sheet 2 of 9 Sheets

Lengths are in Metres

Plan: DP1178200

Plan of Subdivision of Lot 1463
D.P. 1178653 covered by Council's
Subdivision Certificate No. 12976
Dated: 26.11.13

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	1326	1323, 1324, 1325
		1343	1318, 1320, 1321, 1322, 1344
		1344	1318, 1320, 1321, 1322
		1346	1347 to 1354 inclusive
		1347	1348 to 1354 inclusive
		1348	1349, 1350, 1351, 1352, 1353, 1354
		1349	1350, 1351, 1352, 1353, 1354
		1350	1351, 1352, 1353, 1354
		1351	1352, 1353, 1354
		1352	1353, 1354
		1353	1354
2.	Easement to Drain Water 1 Wide	1310	1303, 1304, 1305, 1306
		1326	1323, 1324,1325
		1346	1347 to 1354 inclusive
3.	Easement for Padmount Substation 5.5 Wide	1333	Endeavour Energy
4.	Restriction on Use of Land	1333, 1334	Endeavour Energy
5.	Restriction on Use of Land	1333, 1334	Endeavour Energy

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

Lengths are in Metres

ePlan
Sheet 3 of 9 Sheets

Plan: DP1178200

Plan of Subdivision of Lot 1463
D.P. 1178653 covered by Council's
Subdivision Certificate No. 12976
Dated: 26.11.13

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:-
6.	Restriction on Use of Land	1301, 1302, 1316 to 1322 inclusive, 1338 to 1344 inclusive	Blacktown City Council
7.	Restriction on Use of Land	Each Lot 1301 to 1354 inclusive	Blacktown City Council
8.	Restriction on Use of Land	Each Lot 1301 to 1354 inclusive	Landcom
9	Restriction on Use of Land	1310, 1355, 1356	Blacktown City Council
10.	Restriction on Use of Land	Each Lot 1301 to 1354 inclusive	Blacktown City Council
11.	Restriction on Use of Land	1301 to 1317 inclusive, 1319 to 1329 inclusive	Blacktown City Council
12.	Restriction on Use of Land	1302, 1303, 1304, 1305, 1306, 1310	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan
Sheet 4 of 9 Sheets

Lengths are in Metres

Plan: DP1178200

Plan of Subdivision of Lot 1463
D.P. 1178653 covered by Council's
Subdivision Certificate No. 12976
Dated: 26.11.13

Part 2

Name of Authority empowered to release vary or modify easement 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, 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.

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.

APPROVED BY BLACKTOWN CITY COUNCIL .....
~~General Manager~~ / Authorised Officer

Lengths are in Metres

ePlan
Sheet 5 of 9 Sheets

Plan: DP1178200

Plan of Subdivision of Lot 1463
D.P. 1178653 covered by Council's
Subdivision Certificate No. 12976
Dated: 26.11.13

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 '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 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.

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.

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.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

Lengths are in Metres

ePlan
Sheet 6 of 9 Sheets

Plan: DP1178200

Plan of Subdivision of Lot 1463
D.P. 1178653 covered by Council's
Subdivision Certificate No. 12976
Dated: 26.11.13

Part 2 (cont)

c. No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing elements contained in Blacktown City Council Growth Centre Precincts Development Control Plan 2010.

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 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.

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

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

No building or structure shall be erected on the lot hereby burdened unless designed in accordance with A2 exposure under AS2870 being 25 MPa concrete for slabs and shallow footing and 32MPa concrete is to be 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 10 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan
Lengths are in Metres Sheet 7 of 9 Sheets

Plan: DP1178200

Plan of Subdivision of Lot 1463
D.P. 1178653 covered by Council's
Subdivision Certificate No. 12976
Dated: 26.11.13

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 11 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) 12.5 as set out in the following documents;

- Addendum: Appendix 3 of Planning for Bushfire Protection 2010
- AS 3959-2009
- Report by Advanced Bushfire Performance Solutions – Bushfire Assessment Report (Subdivision) Lot 101 DP1161271 and Lots 52 – 54 DP 11896 Stage 4 Precincts 1, 2 & 3, The Ponds, NSW Dated January 2011.
- Report by Advanced Bushfire Performance Solution – Addendum Bushfire Assessment Report (Subdivision) Lots 101 DP1161271 & Lots 52 – 54 DP 11896 Stage 4 Precincts 1, 2 & 3 The Ponds NSW dated July 2013.

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 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) 19 as set out in the following documents;

- Addendum: Appendix 3 of Planning for Bushfire Protection 2010
- AS 3959-2009
- Report by Advanced Bushfire Performance Solutions – Bushfire Assessment Report (Subdivision) Lot 101 DP1161271 and Lots 52 – 54 DP 11896 Stage 4 Precincts 1, 2 & 3, The Ponds, NSW Dated January 2011.
- Report by Advanced Bushfire Performance Solution – Addendum Bushfire Assessment Report (Subdivision) Lots 101 DP1161271 & Lots 52 – 54 DP 11896 Stage 4 Precincts 1, 2 & 3 The Ponds NSW dated July 2013.

Name of Authority empowered to release vary or modify the terms of the restriction numbered 12 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: DP1178200

Plan of Subdivision of Lot 1463
D.P. 1178653 covered by Council's
Subdivision Certificate No. 12976
Dated: 26.11.13

Part 2 (cont)

JEYASEERASINGAM MAHENDRA

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

GRAHAM MALLISON
Name of Witness (BLOCK LETTERS)

5 BRIGG AVENUE NORTH EPPING NSW 2121
Address of Witness

28/11/13
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL .....
~~General Manager~~ / Authorised Officer

Lengths are in Metres

ePlan
Sheet 9 of 9 Sheets

Plan: DP1178200

Plan of Subdivision of Lot 1463
D.P. 1178653 covered by Council's
Subdivision Certificate No. 12976
Dated: 26.11.13

Part 2 (cont)

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

R Simmonds
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

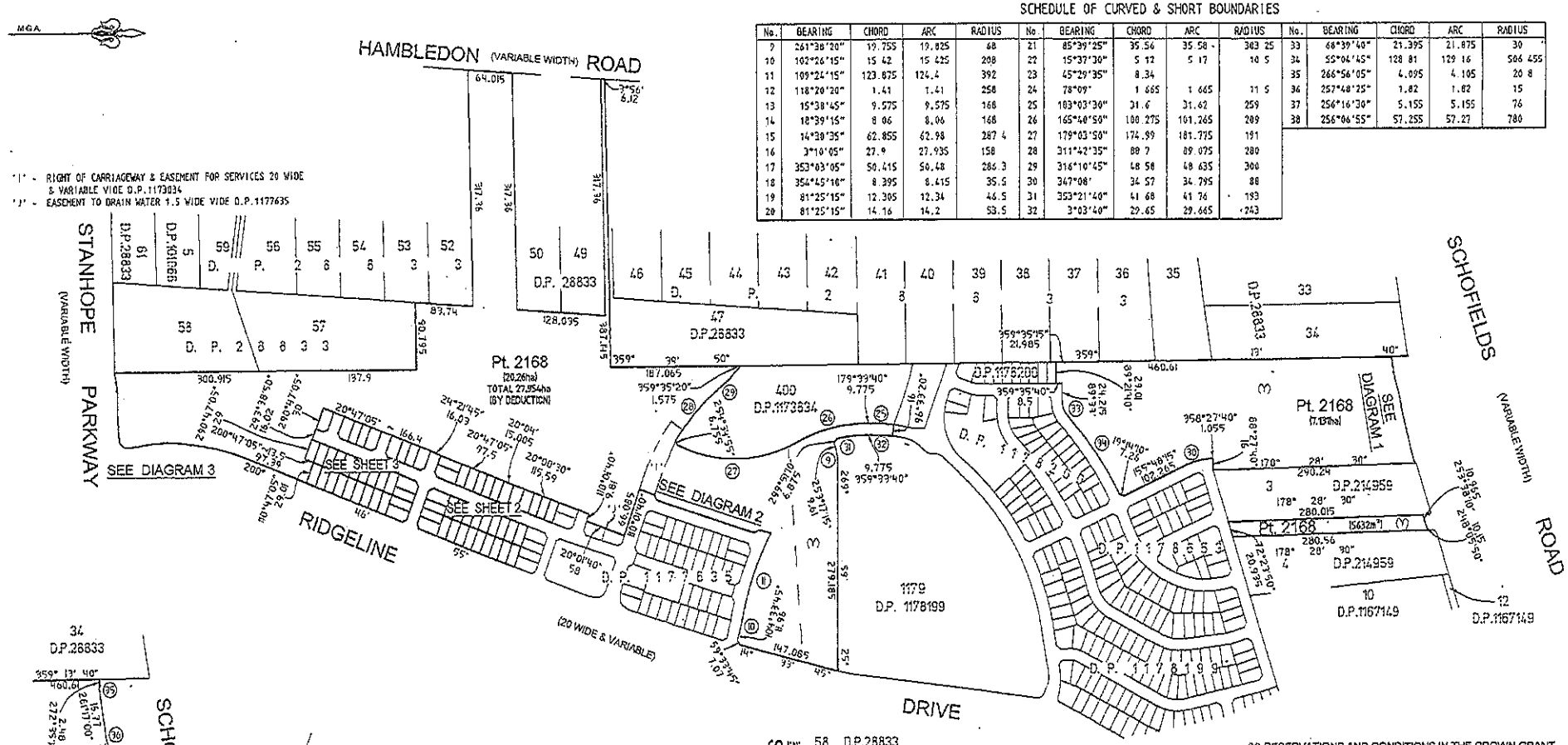
Date of Execution: 14-10-13

Reference: URS 12898

REGISTERED 20.01.2014

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

PLAN FORM 2 (A2) DP1184681 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 3 sheet(s)



SCHEDULE OF CURVED & SHORT BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
9	261°38'20"	19.755	19.825	68	21	85°39'25"	35.56	35.58	383 25	33	68°39'40"	21.395	21.875	30
10	102°26'15"	15 42	15 425	208	22	15°37'30"	5 12	5 17	18 5	34	55°04'45"	128 81	129 16	506 455
11	109°24'15"	123.875	124.4	392	23	45°29'35"	8.34			35	266°56'05"	4.095	4.105	20 8
12	118°20'20"	1.41	1.41	258	24	78°09"	1 665	1 665	11 5	36	257°48'25"	1.82	1.82	15
13	15°38'45"	9.575	9.575	168	25	103°03'30"	31.6	31.62	259	37	256°16'30"	5.155	5.155	76
14	18°39'15"	8 06	8.06	168	26	165°40'50"	100.275	101.265	289	38	256°06'55"	57.255	57.27	780
15	14°30'35"	62.855	62.98	287 4	27	179°03'50"	174.99	181.775	191					
16	3°16'05"	27.9	27.935	158	28	311°42'35"	88 7	89.075	280					
17	353°03'05"	50.415	50.48	286.3	29	316°10'45"	48 58	48 635	300					
18	354°45'10"	8.395	8.415	35.5	30	347°08'	34 57	34 795	88					
19	81°25'15"	12.305	12.34	46.5	31	353°21'40"	41 68	41 76	193					
20	81°25'15"	14.16	14.2	53.5	32	3°03'40"	29.65	29.665	1243					

DIAGRAM 1
SCALE 1:1250

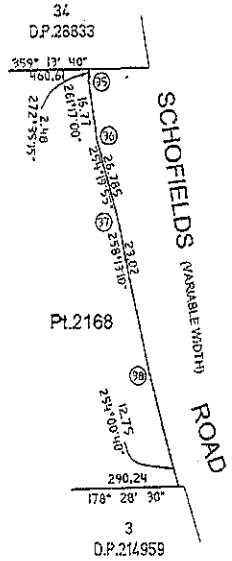


DIAGRAM 2
SCALE 1:1250

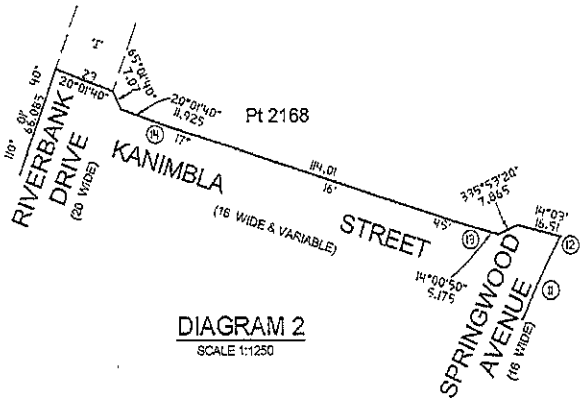
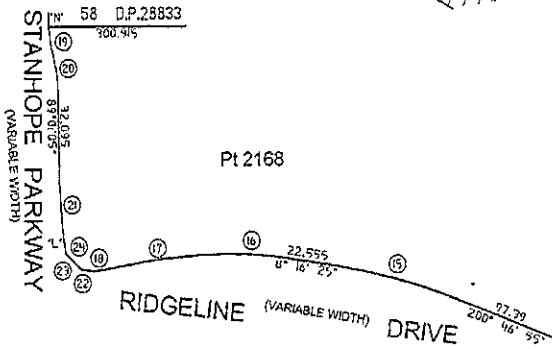


DIAGRAM 3
SCALE 1:1500



'L' - 'N' RESTRICTION ON USE OF LAND No.6 VIDE D.P.1176709

(Y) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)
M.G.A. COORDINATES

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.167891	305 344.693	6 267 932.726	56	C	3
S.S.176260	305 402.666	6 267 991.139	56	C	3
S.S.180801	305 555.188	6 268 394.136	56	C	4
S.S.180808	305 469.132	6 268 444.710	56	C	4
S.S.180821	305 452.524	6 268 163.940	56	C	4
S.S.180824	305 475.442	6 268 224.547	56	C	4

COMBINED SCALE FACTOR 1.000052
SOURCE S.C.I.M.S. DATED 4 NOVEMBER 2013

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.185565	305 376.6	6 268 138.3	56	U	U
S.S.M.185571	305 429.9	6 268 291.7	56	U	U
S.S.M.185579	305 322.9	6 268 007.7	56	U	U
S.S.M.185590	305 348.3	6 268 074.6	56	U	U

COMBINED SCALE FACTOR 1.000052
M.G.A. COORDINATES DETERMINED BY TRAVERSE

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 30 OCTOBER 2013 Surveyor's Ref: 1750-21	PLAN OF SUBDIVISION OF LOT 1356 D.P.1178200	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12997 Lengths are in metres. Reduction Ratio 1: 4000	Registered 4.2.2014	DP1184681

Req:R943201 /Doc:DP 1184681 P /Rev:05-Feb-2014 /Sts:SC.OK /Prt:06-Feb-2014 11:30 /Pgs:ALL /Seq:1 of 5
Ref:50257 /Src:M

PLAN FORM 2 (A2) DP1184681 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 2 of 3 sheet(s)

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	20°41'20"	1.695	1.695	516
2	20°29'40"	1.805	1.805	516
3	20°22'40"	0.32	0.32	516
4	20°11'00"	3.175	3.175	516
5	200°04'30"	1.19	1.19	500
6	200°16'05"	2.195	2.195	500
7	200°29'30"	1.695	1.695	500
8	200°41'10"	1.695	1.695	500
38	199°20'25"	4.48	4.48	192

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE
'D' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
'E' - RESTRICTION ON USE OF LAND No.5
'F' - RESTRICTION ON USE OF LAND No.6

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
A	228°00'35"	3.835 & 14.2	O.H.& W.'S FD. ID.P.1177635
B	196°40'15"	3.45 & 12.57	O.H.& W.'S FD. ID.P.1177635
C	238°04'05"	5.415 & 19.675	O.H.& W.'S FD. ID.P.1177635
D	212°33'25"	6.66	O.H.& W. FD. ID.P.1177635
E	264°33'25"	3.39 & 12.59	O.H.& W.'S FD. ID.P.1177635
F	196°05'20"	3.355 & 12.65	O.H.& W.'S FD. ID.P.1177635
G	312°31'05"	3.7 & 13.69	O.H.& W.'S FD. ID.P.1177635
H	247°41'35"	4.705 & 17.035	O.H.& W.'S FD. ID.P.1177635
I	289°35'20"	3.38 & 12.58	O.H.& W.'S
J	247°57'	4.775 & 17.165	O.H.& W.'S
K	282°40'25"	4.485	O.H.& W.
L	207°25'05"	2.415 & 14.66	O.H.& W.'S
M	314°01'15"	2.66 & 13.85	O.H.& W. & S.S.M.185565
N	254°17'25"	5.715 & 21.13	O.H.& W.'S
Z	293°42'40"	4.465	O.H.& W. FD. ID.P.1177635

DIAGRAM 4
SCALE 1:150

RIDGELINE DRIVE

SHEET

ADJOINS

Pt 2168

MOUNTAIN STREET (16 WIDE)

EVERGLADES STREET (16 WIDE)

RIDGELINE DRIVE (20 WIDE)

FAULCONBRIDGE STREET (16 WIDE)

BILPIN STREET (19.5 WIDE)

D.P.1177635

S.S.M.185571 (NOT ESTABLISHED)

S.S.M.180808 FD (D.P.1177635)

S.S.M.180821 FD (D.P.1162693)

S.S.M.180824 FD (D.P.1162693)

S.S.M.180801 FD (D.P.1162694)

TO S.S.M.176260
196°05'37"~179.849
196°05'37"~179.848 M.G.A. GROUND

200°43'18"~64.788
200°42'58"~64.785 M.G.A. GROUND

205°10'56"~187.413
205°11'04"~187.393 M.G.A. GROUND

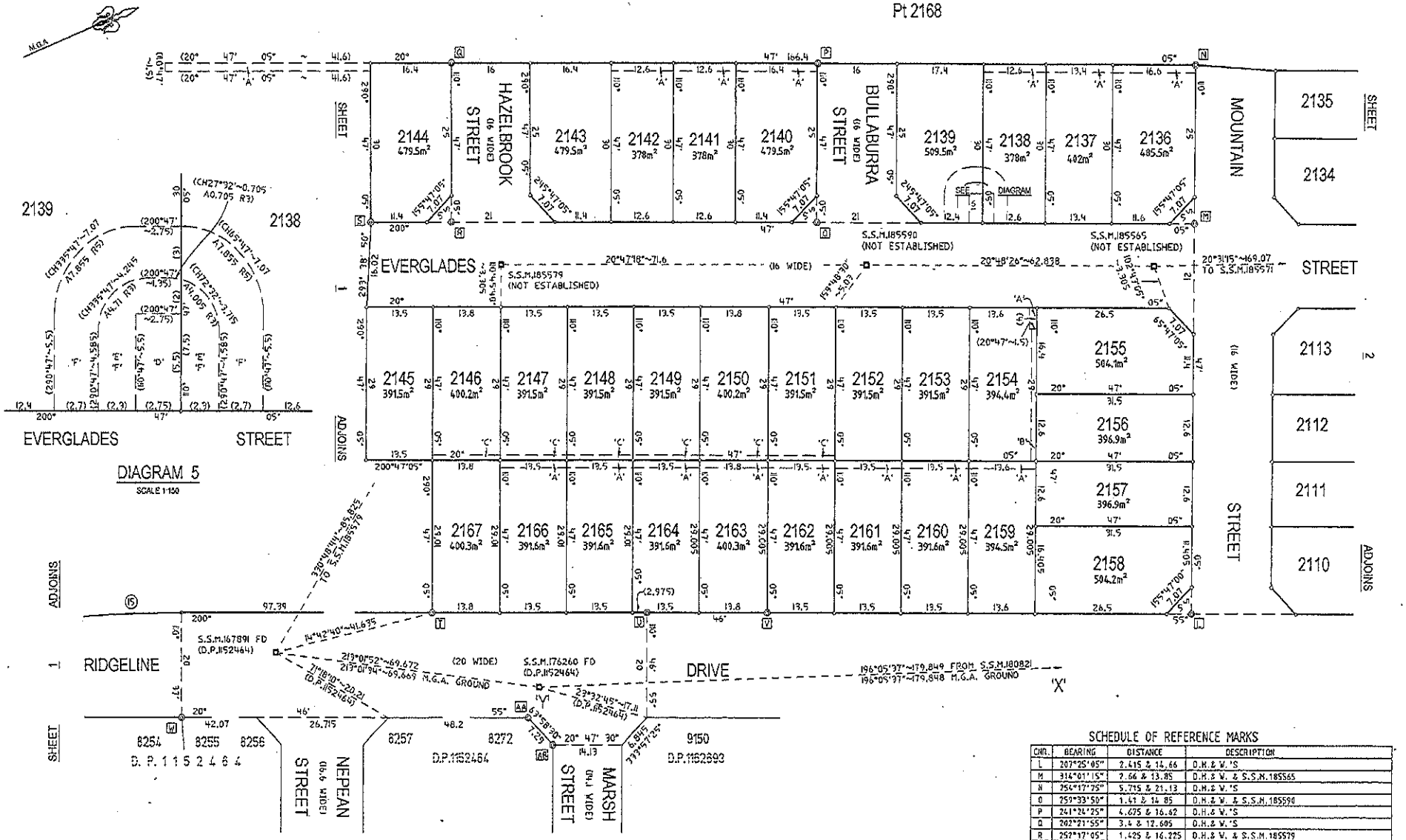
208°55'15"~197.75

120°26'29"~99.807
120°26'32"~99.81 M.G.A.

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 30 OCTOBER 2013 Surveyor's Ref: 1756-21	PLAN OF SUBDIVISION OF LOT 1356 D.P.1178200	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12997 Lengths are in metres. Reduction Ratio 1: 500	Registered 4.2.2014	DP1184681

CAD REF: 21760-SURTA Plan-03 REDUCED PLOTTED

eq:R943201 /Doo:DP 1184681 P /Rev:05-Feb-2014 /Sts:SC.OK /Prt:06-Feb-2014 11:30 /Pgs:ALL /Seq:2 of 5
ef:50257 /Src:M



SCHEDULE OF CURVED BOUNDARY

No.	BEARING	CHORD	ARC	RADIUS
15	14°30'35"	62.855	62.98	287.4

SCHEDULE OF REFERENCE MARKS

CHR.	BEARING	DISTANCE	DESCRIPTION
L	207°25'05"	2.415 & 14.66	D.H.& W.'S
M	314°01'15"	7.66 & 13.85	D.H.& W. & S.S.M.185565
N	254°17'25"	5.715 & 21.13	D.H.& W.'S
O	259°33'50"	1.41 & 14.85	D.H.& W. & S.S.M.185590
P	241°24'25"	4.675 & 16.62	D.H.& W.'S
Q	202°21'55"	3.4 & 12.605	D.H.& W.'S
R	252°17'05"	1.425 & 16.275	D.H.& W. & S.S.M.185579
S	286°36'	3.465 & 12.64	D.H.& W.'S
T	289°03'10"	4.34	D.H.& W.
U	332°29'30"	25.69	S.S.M.176260 FD. TO P.11626941
V	286°41'45"	4.405	D.H.& W.
W	115°06'30"	4.35 & 15.56	D.H.& W.'S FD. (D.P.11524641
AA	194°06'30"	7.085 & 21.6	S.S.M.176260 FD. & D.H.& W. FD (D.P.11524641
AB	241°27'45"	4.53 & 18.33	D.H.& W.'S FD. (D.P.11524641

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE
'C' - EASEMENT FOR SUPPORT 1 WIDE
'D' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
'E' - RESTRICTION ON USE OF LAND No.5
'F' - RESTRICTION ON USE OF LAND No.6

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 30 OCTOBER 2013 Surveyor's Ref: 1750-21	PLAN OF SUBDIVISION OF LOT 1356 D.P.1178200	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12997 Lengths are in metres. Reduction Ratio 1: 500	Registered 4.2.2014	DP1184681

Req:R943201 /Doc:DP 1184681 P /Rev:05-Feb-2014 /Sts:SC.OK /Prt:06-Feb-2014 11:30 /Pgs:ALL /Seq:3 of 5
Ref:50257 /Src:M

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of ~~X~~ 2 sheet(s)

Office Use Only

Registered: 4.2.2014

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1184681

PLAN OF
SUBDIVISION OF LOT 1356 D.P.1178200

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: .....

Subdivision Certificate

I, ALAN MIDDLEMISS

*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: Alan Middlemiss

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 15 JANUARY 2014

Subdivision Certificate number: 12997

File number: DAP-12-288

*Strike through inapplicable parts.

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 .....~~

*(b) The part of the land shown in the plan(*being/~~*excluding~~ ^ LOTS 2101 TO 2167) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 30/10/13 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: 5.11.2013

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.

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. EVERGLADES STREET EXTENSION (16 WIDE)
2. MOUNTAIN STREET (16 WIDE)
3. BULLABURRA STREET (16 WIDE)
4. HAZELBROOK STREET (16 WIDE)

Plans used in the preparation of survey/compilation

D.P.1162693
D.P.1177635
D.P.1178200

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 1756-21

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P2-1 S01 1011 - F.G. - A.T.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of ~~4~~ 2 sheet(s)

Office Use Only

Registered: 4.2.2014

Office Use Only

DP1184681

PLAN OF
SUBDIVISION OF LOT 1356 D.P.1178200

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: 12997

Date of Endorsement: 15/1/14

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

SURVEYING & SPATIAL INFORMATION REGULATION CLAUSE 60(c)
SCHEDULE OF LOTS & ADDRESSES
STREET ADDRESSES NOT AVAILABLE.

JEYALIEERASINGAM MAHENDRA

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

J. Mahendra

SIGNATURE

WAYNE DONEY

60 STATION STREET, PARRAMATTA 21 JANUARY 2014

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-21

CAD REF- Z:\1756 - St 4 The Ponds_ACAD\1756G P2-1 S01 [01] - F.G. - A.T.

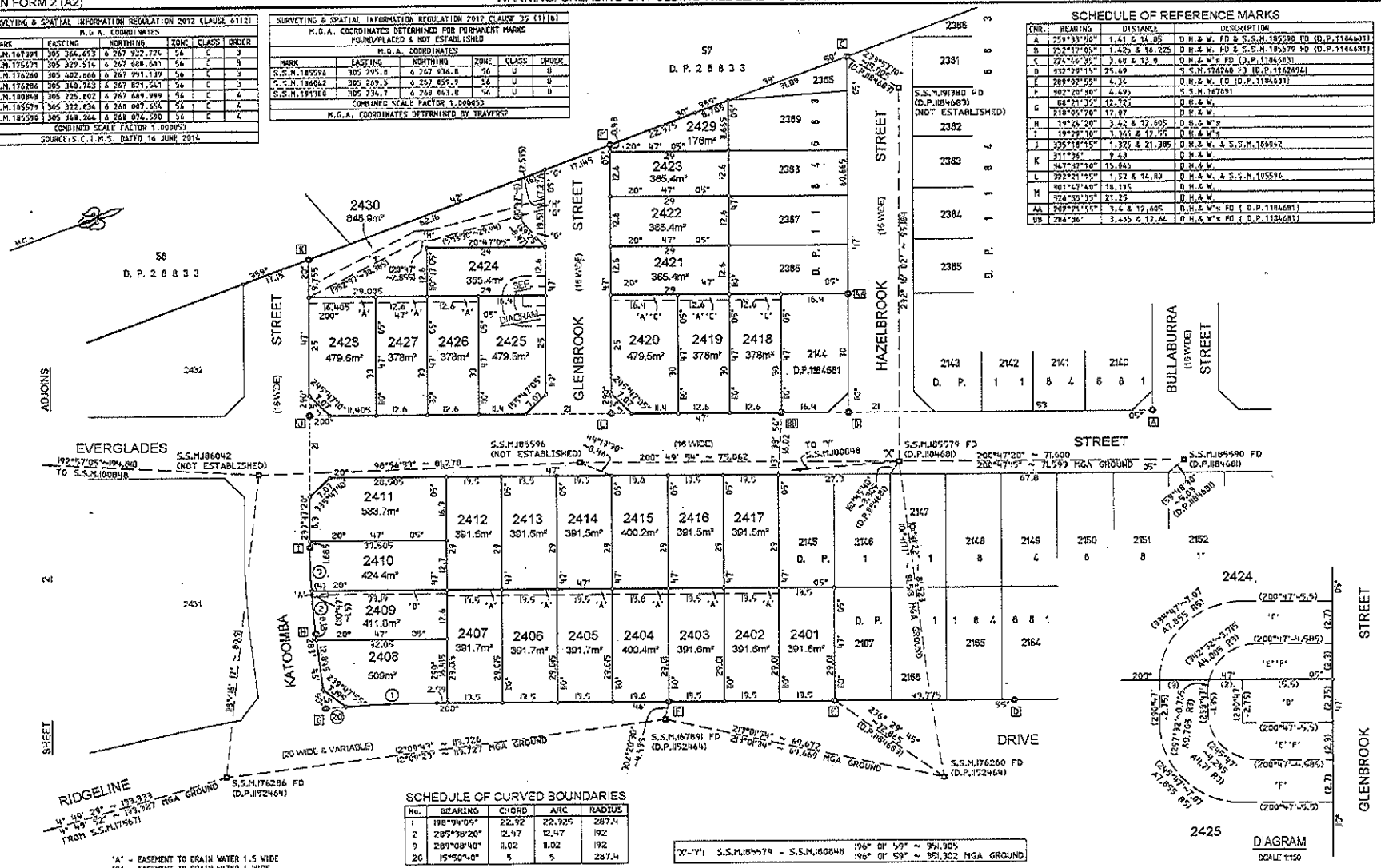
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet 1 of 2 sheet(s)

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)					
M.G.A. COORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.167891	305 364.693	6 267 932.774	56	C	3
S.S.M.175671	305 329.514	6 267 680.601	56	C	3
S.S.M.176260	305 402.666	6 267 991.139	56	C	3
S.S.M.176286	305 340.743	6 267 821.541	56	C	3
S.S.M.180848	305 225.802	6 267 669.999	56	C	4
S.S.M.185579	305 322.834	6 268 007.654	56	C	4
S.S.M.185590	305 348.244	6 268 074.590	56	C	4
COMBINED SCALE FACTOR 1.000053					
SOURCE: S.C.I.M.S. DATED 16 JUNE 2014					

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35 (1)(b)					
M.G.A. COORDINATES DETERMINED FOR PERMANENT MARKS FOUND/PLACED & NOT ESTABLISHED					
M.G.A. COORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
S.S.M.185596	305 295.8	6 267 936.8	56	U	U
S.S.M.186042	305 269.5	6 267 859.9	56	U	U
S.S.M.191380	305 234.7	6 268 063.8	56	U	U
COMBINED SCALE FACTOR 1.000053					
M.G.A. COORDINATES DETERMINED BY TRAVERSE					



SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
A	259°33'50"	1.41 & 14.85	D.H.& W. FD & S.S.M.185590 FD (D.P.1184681)
B	252°17'05"	1.425 & 16.225	D.H.& W. FD & S.S.M.185579 FD (D.P.1184681)
C	274°46'35"	3.68 & 13.8	D.H.& W's FD (D.P.1184683)
D	332°29'15"	25.69	S.S.M.176260 FD (D.P.1162494)
E	289°02'55"	4.34	D.H.& W. FD (D.P.1184681)
F	302°20'30"	4.495	S.S.M.167891
G	88°21'35"	12.725	D.H.& W.
	218°05'20"	17.07	D.H.& W.
H	19°24'20"	3.42 & 12.605	D.H.& W's
I	19°29'30"	3.365 & 12.55	D.H.& W's
J	335°18'15"	1.325 & 21.385	D.H.& W. & S.S.M.186042
K	311°36'	9.48	D.H.& W.
	347°37'10"	15.045	D.H.& W.
L	322°21'15"	1.52 & 14.83	D.H.& W. & S.S.M.185596
M	301°47'40"	18.115	D.H.& W.
	326°55'35"	21.25	D.H.& W.
AA	202°21'55"	3.4 & 12.605	D.H.& W's FD (D.P.1184681)
BB	286°36'	3.465 & 12.64	D.H.& W's FD (D.P.1184681)

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	198°04'05"	22.92	22.925	287.4
2	285°38'20"	12.47	12.47	192
9	289°08'40"	11.02	11.02	192
20	15°50'40"	5	5	287.4

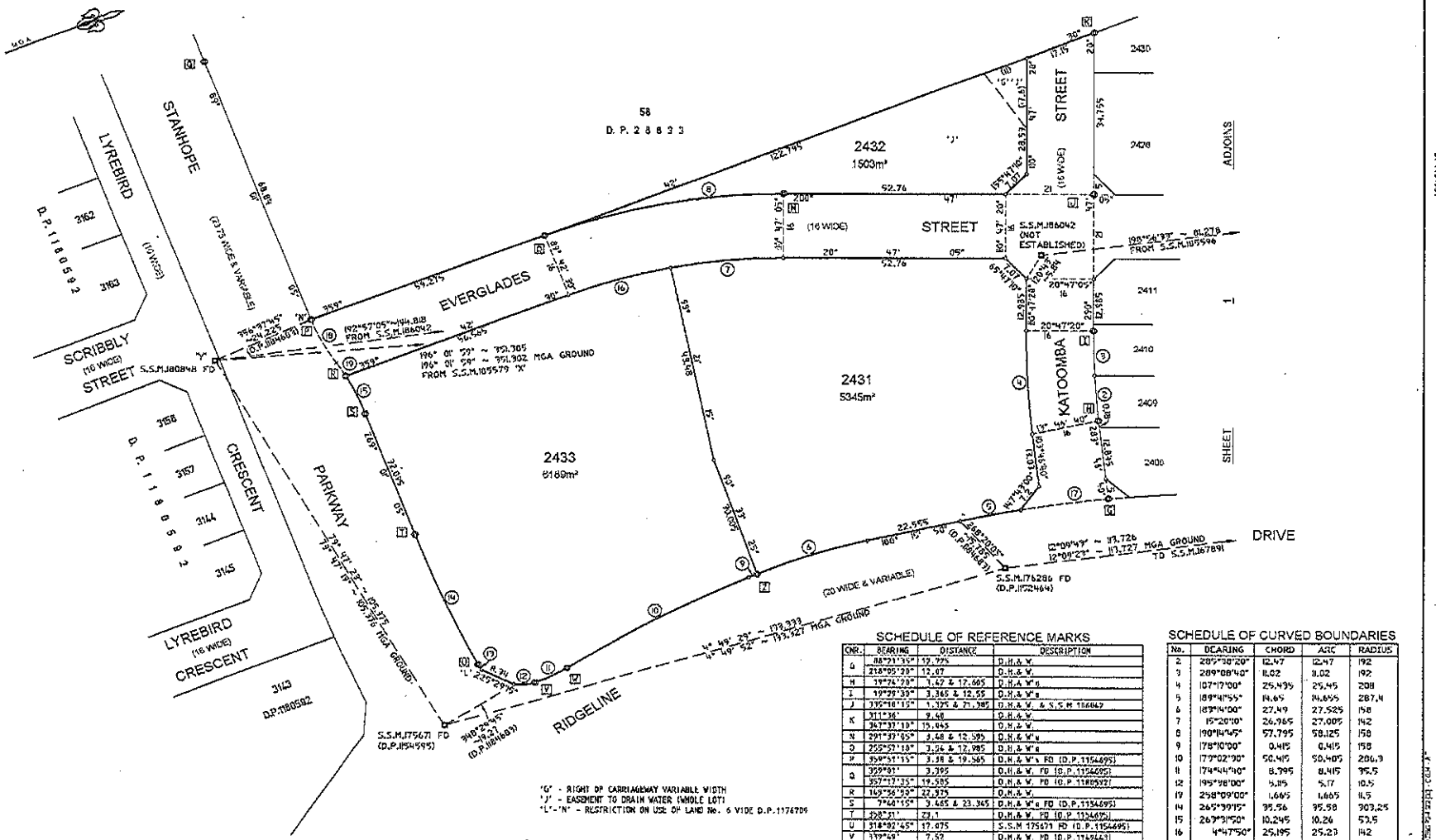
'X'-'Y': S.S.M.185579 - S.S.M.180848 196° 01' 59" ~ 351.305 196° 01' 59" ~ 351.302 MGA GROUND

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1 WIDE
'C' - EASEMENT TO DRAIN WATER 1.5 WIDE WIDE D.P.1184681
'D' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
'E' - RESTRICTION ON USE OF LAND No. 7
'F' - RESTRICTION ON USE OF LAND No. 8
'H' - EASEMENT TO DRAIN WATER 2.5 WIDE
'G' - RIGHT OF CARRIAGEWAY VARIABLE WIDTH

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 14 JULY 2014 Surveyor's Ref: 1759-24	PLAN OF SUBDIVISION OF LOT 2392 D.P.1184683	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13092 Lengths are in metres. Reduction Ratio 1 : 600	Registered 11.9.2014	DP1184684

Req:R188186 /Doc:DP 1184684 P /Rev:11-Sep-2014 /Sts:SC.OK /Prt:12-Sep-2014 10:22 /Pgs:ALL /Seq:1 of 4
Ref:50257 /Src:M

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION oPlan Sheet 2 of 2 sheet(s)



SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
G	88°21'30"	12.995	D.H.& W.
	218°55'20"	12.07	D.H.& W.
H	19°24'20"	3.42 & 12.665	D.H.& W's
I	19°29'30"	3.365 & 12.55	D.H.& W's
J	335°18'15"	1.375 & 71.385	D.H.& W. & S.S.M 186042
K	311°36'	9.48	D.H.& W.
	347°37'10"	15.945	D.H.& W.
N	291°39'05"	3.48 & 12.595	D.H.& W's
O	255°57'10"	3.04 & 12.985	D.H.& W's
P	359°51'15"	3.38 & 19.565	D.H.& W's FD (D.P.1154695)
Q	359°01'	3.395	D.H.& W. FD (D.P.1154695)
	357°17'35"	19.585	D.H.& W. FD (D.P.1180592)
R	149°56'55"	22.975	D.H.& W.
S	7°40'15"	3.465 & 23.345	D.H.& W's FD (D.P.1154695)
T	358°21'	23.1	D.H.& W. FD (D.P.1154695)
U	318°02'45"	17.675	S.S.M 175671 FD (D.P.1154695)
V	339°49'	7.52	D.H.& W. FD (D.P.1149442)
W	186°51'20"	13.395	D.H.& W. FD (D.P.1184683)
Z	299°24'50"	5.665	D.H.& W.
	207°54'55"	13.585	D.H.& W.

SCHEDULE OF CURVED BOUNDARIES

No.	DCARING	CHORD	ARC	RADIUS
2	285°38'20"	12.47	12.47	192
3	289°08'40"	11.02	11.02	192
4	107°17'00"	25.435	25.45	208
5	189°41'55"	14.65	14.655	287.4
6	183°14'00"	27.49	27.525	158
7	15°20'10"	26.965	27.005	142
8	190°14'45"	57.795	58.125	158
9	178°10'00"	0.415	0.415	158
10	177°02'20"	50.415	50.405	208.9
11	174°44'10"	8.395	8.415	95.5
12	195°58'00"	5.15	5.17	10.5
13	258°09'00"	1.665	1.665	11.5
14	265°39'15"	95.56	95.58	903.25
15	267°31'50"	10.245	10.26	53.5
16	4°47'50"	25.195	25.23	142
17	19°19'10"	20.995	21	287.4
18	81°25'15"	12.305	12.94	46.5
19	75°55'35"	3.94	3.94	53.5

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 14 JULY 2014 Surveyor's Ref: 1756-24	PLAN OF SUBDIVISION OF LOT 2382 D.P.1184683	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 13092 Lengths are in metres. Reduction Ratio 1: 600	Registered 11.9.2014	DP1184684

Reg:1184684 /Doc:DP 1184684 P /Rev:11-Sep-2014 /Sts:SC.OK /Prt:12-Sep-2014 10:22 /Pgs:ALL /Seq:2 of 4
Ref:50257 /Src:M

DP1184684

PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection eplan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 11.9.2014

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1184684

PLAN OF
SUBDIVISION OF LOT 2392 D.P.1184683

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: .....

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: .....

Accreditation number: NTA

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 5 SEPTEMBER 2014

Subdivision Certificate number: 13092

File number: DAP-12-288

*Strike through inapplicable parts.

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 14 JULY 2014

~~*(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: 21 JULY 2014

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.

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:-
1. KATOOMBA STREET (16 WIDE)
2. EVERGLADES STREET EXTENSION (16 WIDE)
3. GLENBROOK STREET (16 WIDE)

Plans used in the preparation of survey/~~compilation~~

D.P.1184681
D.P.1184683

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 1756-24

CAD REF: 211756 - Sht 4 The Ponds_ACAD\1756G P24 S02 (00) - C.G.H. - A.T.

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 11.9.2014

Office Use Only

DP1184684

PLAN OF
SUBDIVISION OF LOT 2392 D.P.1184683

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: 13092

Date of Endorsement: 5/9/14

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 TO DRAIN WATER 2.5 WIDE AB
4. EASEMENT TO DRAIN WATER ~~VARIABLE WIDTH~~ (WHOLE LOT)
5. RIGHT OF CARRIAGEWAY VARIABLE WIDTH
6. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
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. POSITIVE COVENANT
15. RESTRICTION ON USE OF LAND

SIGNED BY JEYAWEERASINGAM MAHENDRA AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION

SIGNATURE J. Mahendra

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)				
SCHEDULE OF LOTS & ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
STREET ADDRESSES NOT AVAILABLE				

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-24

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\17566 P2-6 S02 (00) - C.G.H. - A.T.

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

Plan:

DP1184684

Plan of Subdivision of Lot 2392
D.P. 1184683 covered by Council's
Subdivision Certificate No. 13092

Full Name and address of Proprietor of land:	LANDCOM Level 14 60 Station Street PARRAMATTA NSW 2150

Part 1 (Creation)

	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	2402	2401
		2403	2401, 2402
		2404	2401, 2402, 2403
		2405	2401, 2402, 2403, 2404
		2406	2401, 2402, 2403, 2404, 2405
		2407	2401, 2402, 2403, 2404, 2405, 2406
		2409	2401, 2402, 2403, 2404, 2405, 2406, 2407
		2419	2418
		2420	2418, 2419
		2426	2424, 2425
		2427	2424, 2425, 2426
		2428	2424, 2425, 2426, 2427

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 2 of 11 Sheets

Plan:

DP1184684

Plan of Subdivision of Lot 2392
D.P.1184683 covered by Council's
Subdivision Certificate No. 13092

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 to Drain Water 1 Wide	2409	2401, 2402, 2403, 2404, 2405, 2406, 2407
3.	Easement to Drain Water 2.5 Wide	2430	Blacktown City Council
4.	Easement to Drain Water ~~Variable Width~~ (Whole Lot)	2432	Blacktown City Council
5.	Right of Carriageway Variable Width	2430, 2432	Blacktown City Council
6.	Easement for Padmount Substation 2.75 Wide	2425	Endeavour Energy
7.	Restriction on Use of Land	2424, 2425	Endeavour Energy
8.	Restriction on Use of Land	2424, 2425	Endeavour Energy
9.	Restriction on Use of Land	2408	Blacktown City Council
10.	Restriction on Use of Land	2401 to 2428 inclusive	Blacktown City Council
11.	Restriction on Use of Land	2401 to 2428 inclusive	Landcom
12.	Restriction on Use of Land	2429, 2430, 2431, 2432, 2433	Blacktown City Council
13.	Restriction on Use of Land	2401 to 2428 inclusive	Blacktown City Council
14.	Positive Covenant	2432	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Sheet 3 of 11 Sheets

Lengths are in Metres

Plan:

DP1184684

Plan of Subdivision of Lot 2392 D.P.1184683 covered by Council's Subdivision Certificate No. 13092

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:-
15.	Restriction on Use of Land	2432	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 4 of 11 Sheets

Plan:

DP1184684

Plan of Subdivision of Lot 2392
D.P. 1184683 covered by Council's
Subdivision Certificate No. 13092

Part 2

Name of Authority empowered to release vary or modify easement numbered 1, 2, 3, 4 and 5 in the plan is Blacktown City Council.

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

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

1. No building shall be erected or permitted to remain within the restriction site denoted 'E' 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 7 in the plan is Endeavour Energy.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 5 of 11 Sheets

Plan:

DP1184684

Plan of Subdivision of Lot 2392
D.P. 1184683 covered by Council's
Subdivision Certificate No. 13092

Part 2 (cont)

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

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site denoted 'F' 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 8 in the plan is Endeavour Energy.

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 it achieves, 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.

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.

APPROVED BY BLACKTOWN CITY COUNCIL .....
~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1184684

Plan of Subdivision of Lot 2392
D.P. 1184683 covered by Council's
Subdivision Certificate No. 130912

Part 2 (cont)

c. No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing elements contained in Blacktown City Council Growth Centre Precincts Development Control Plan 2010.

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 11 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 12 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 City Council Growth Centre Precincts Development Control Plan 2010, suitability of the lot for any intended use and the payment of Section 94 Contributions

Name of Authority empowered to release vary or modify 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.

No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification A2 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

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

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1184684

Plan of Subdivision of Lot 2392
D.P. 1184683 covered by Council's
Subdivision Certificate No. 13092

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

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed and/or installed on that part of the burdened lot denoted 'J' on the abovementioned plan, that they will:

   (a) Keep the system clean and free from silt, rubbish and debris

   (b) Maintain and repair, at the sole expense of the registered proprietor(s), that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the manufacturer's recommended requirements, a copy of which is held on Council File DA 12-288. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).

   (c) For the purpose of ensuring observance of this covenant, permit Blacktown City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.

   (d) Notify Council in writing after each programmed maintenance inspection.

   (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F(2)(a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.

2. Pursuant to Section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

   (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Sheet 8 of 11 Sheets

Plan:

DP1184684

Plan of Subdivision of Lot 2392
D.P. 1184683 covered by Council's
Subdivision Certificate No. 13092

Part 2 (cont)

(b) The Council may recover from the registered proprietor in a court of competent jurisdiction:

I. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.

II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. 12-288 and as detailed on the plans approved by Blacktown City Council as approved Construction Certificate No. 13-716 on 14/8/2013 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and temporary stormwater quality control devices and outlet works within that part of the lot hereby burdened denoted 'J' on the above mentioned plan.

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

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1184684

Plan of Subdivision of Lot 2392
D.P. 1184683 covered by Council's
Subdivision Certificate No. 13092

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the plan.

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the future Temporary Stormwater Quality Improvement Device (hereinafter referred to as 'the device') constructed within that part of the burdened lot denoted 'J' on the abovementioned plan that they will not, without the prior and express written consent of the Authority benefited:

1. Do any act, matter or thing which would prevent the device from operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations or additions to the device.
3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

This restriction shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

For the purpose of this restriction, 'the device' means the stormwater quality improvement device to be constructed and/or installed on the land as required by Development Consent No 12-288 and as detailed on the plans approved by Blacktown City Council as Construction Certificate No. 13-716 on 14/8/2013 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device.

Blacktown Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary stormwater quality control devices and outlet works within that part of the lot hereby burdened denoted 'J' on the above mentioned plan.

Name of Authority empowered to release vary or modify restriction numbered 15 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1184684

Plan of Subdivision of Lot 2392
D.P. 1184683 covered by Council's
Subdivision Certificate No. 13092

Part 2 (cont)

SIGNED by me, JEYAWEERASINGAM MAHENDRA)
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

ANDREW COOPER
Name of Witness (BLOCK LETTERS)

L14 60 Station St Parramatta 2150
Address of Witness

8/9/2014
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL .....
~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan:

DP1184684

Plan of Subdivision of Lot 2392
D.P. 1184683 covered by Council's
Subdivision Certificate No. 13092

Part 2 (cont)

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

R Simmonds
.....
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: 11-8-14

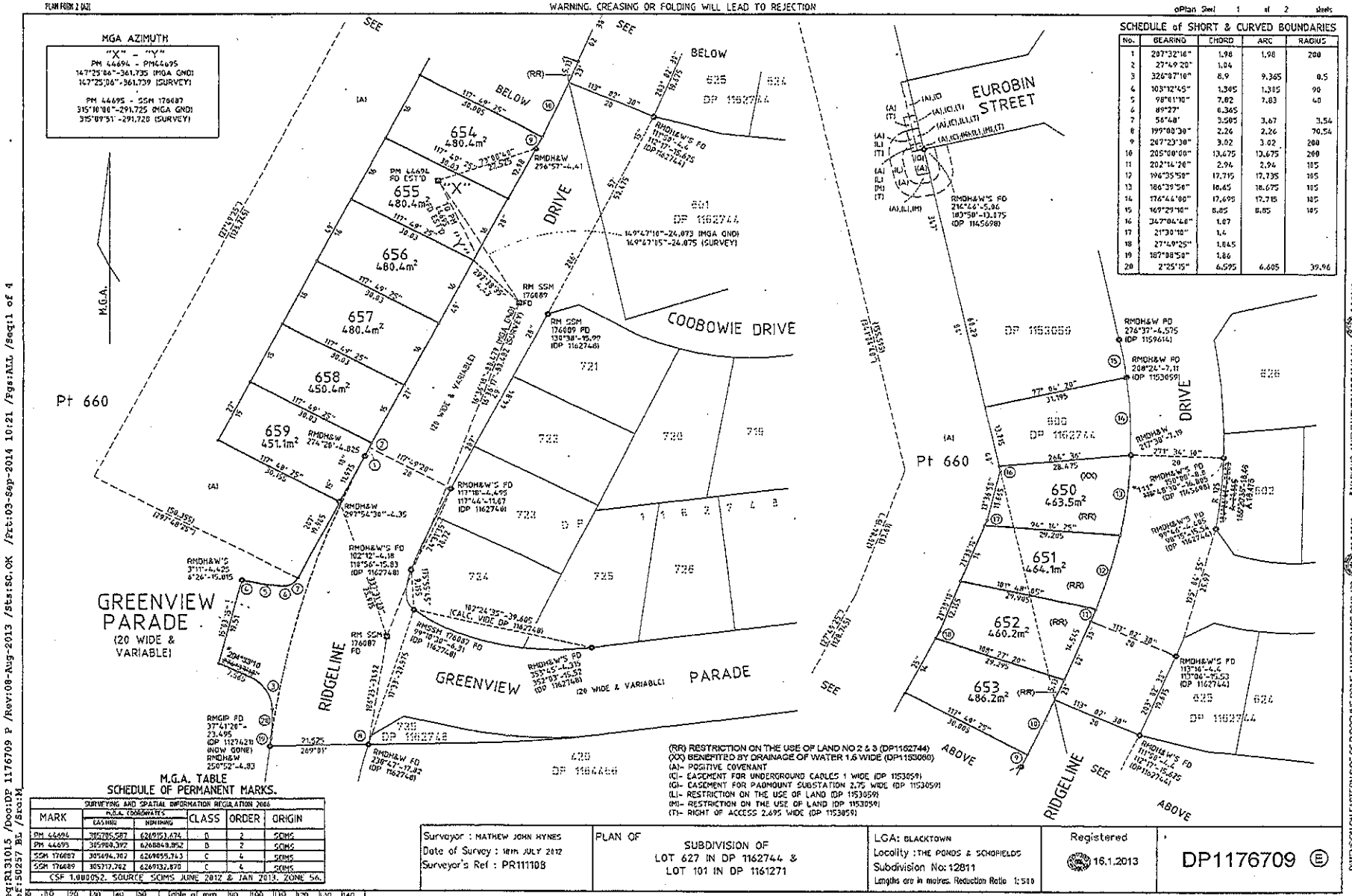
Reference: VRS 14046

2013/03520/001

REGISTERED	11.9.2014

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

PLAN FORM 2 (A2) WARNING. CREASING OR FOLDING WILL LEAD TO REJECTION oPlan Sheet 1 of 2 sheets



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	207°32'16"	1.98	1.98	200
2	27°49'20"	1.04		
3	326°07'16"	8.9	9.365	0.5
4	103°12'45"	1.305	1.305	90
5	98°61'10"	7.02	7.83	40
6	89°27'	6.365		
7	56°48'	3.505	3.67	3.54
8	199°00'30"	2.26	2.26	70.54
9	269°23'30"	3.02	3.02	200
10	205°00'00"	13.675	13.675	200
11	202°14'26"	2.94	2.94	185
12	196°35'58"	17.715	17.735	185
13	186°39'56"	18.65	18.675	185
14	176°44'00"	17.695	17.715	185
15	169°29'10"	8.85	8.85	185
16	347°04'48"	1.87		
17	21°30'10"	1.4		
18	27°49'25"	1.845		
19	187°08'58"	1.86		
20	2°25'15"	6.595	6.605	39.96

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

MARK	SURVEYING AND SPATIAL INFORMATION REGULATION 2006 M.G.A. COORDINATES EASTING	NORTHING	CLASS	ORDER	ORIGIN
PM 44694	305705.587	6269151.674	D	2	SCIMS
PM 44695	305980.392	6268848.852	D	2	SCIMS
SSM 176687	305694.762	6269055.763	C	4	SCIMS
SSM 176689	305717.762	6269132.870	C	4	SCIMS

CSF 1.000052. SOURCE SCIMS JUNE 2012 & JAN 2013. ZONE 56.

(RR) RESTRICTION ON THE USE OF LAND NO 2 & 3 (DP1162744)
(XX) BENEFITED BY DRAINAGE OF WATER 1.6 WIDE (DP1153080)
(A)- POSITIVE COVENANT
(C)- EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1153059)
(G)- EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP 1153059)
(L)- RESTRICTION ON THE USE OF LAND (DP 1153059)
(M)- RESTRICTION ON THE USE OF LAND (DP 1153059)
(T)- RIGHT OF ACCESS 2.695 WIDE (DP 1153059)

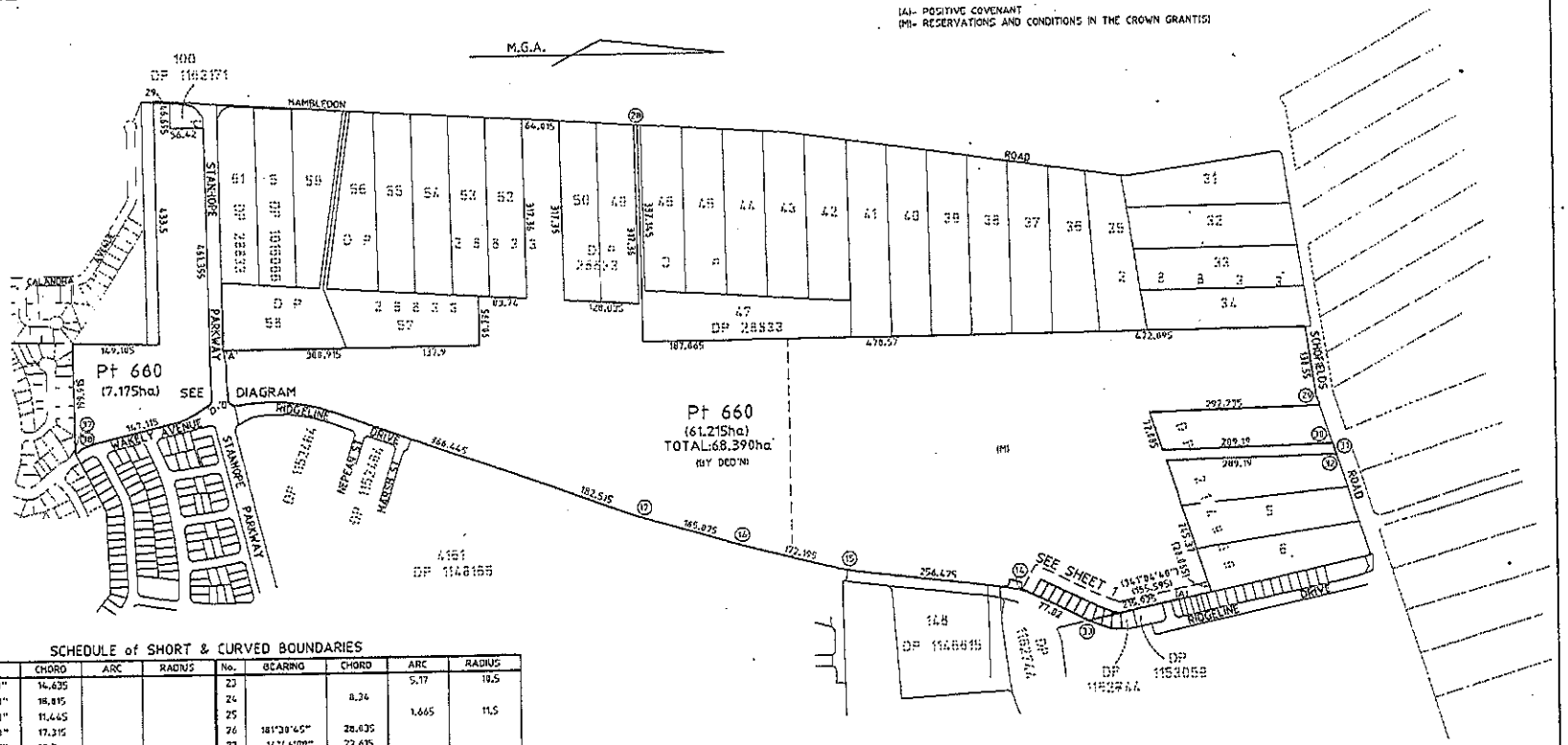
Surveyor : MATHEW JOHN HYNES Date of Survey : 18th JULY 2012 Surveyor's Ref : PR111108	PLAN OF SUBDIVISION OF LOT 627 IN DP 1162744 & LOT 101 IN DP 1161271	LGA: BLACKTOWN Locality : THE PONDS & SCHOFIELDS Subdivision No: 12811 Lengths are in metres. Reduction Ratio 1:500	Registered 16.1.2013	DP1176709 E

Reg:R131015 /Doc:DP 1176709 P /Rev:08-Aug-2013 /Sts:SO.OK /Prt:03-Sep-2014 10:21 /Pgs:ALL /Seq:1 of 4
Ref:50257 BL /Src:M

DIMENSION ON EASTERN SIDE OF RIDGELINE DRIVE AMENDED VIDE 2013-422 23.5.2013
* VARIOUS AMENDMENTS VIDE 2013-569 6.8.2013

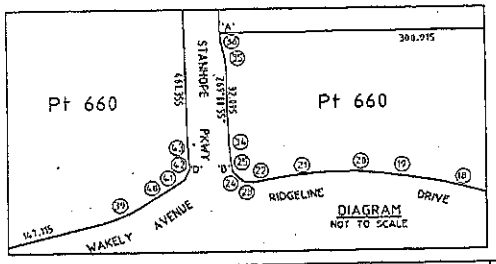
PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 2 of 2 sheets

(A)- POSITIVE COVENANT
(M)- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	3°56'30"	14.635			23			5.17	18.5
2	9°40'00"	16.815			24		8.34		
3	23°49'00"	11.445			25			1.665	11.5
4	53°47'00"	17.315			26	181°30'45"	28.635		
5	89°00'55"	13.7			27	14°46'00"	27.615		
6	116°45'05"	8.475			28	3°56'00"	6.12		
7	149°37'55"	3.6			29		17.695		
8	145°39'05"	25.86			30		3.665		
					31		27.02		
10	152°14'35"	39.28	39.64	84.695	32		4.865		
11	243°00'45"	0.77			33	285°25'55"	16.69	16.695	200
12	3°56'30"	29			34	265°39'10"	35.56	35.58	303.25
13	86°26'30"	29.5	29.51	327.5	35	261°24'45"	14.155	14.195	53.5
14			72.145	280	36	261°24'55"	12.305	12.34	46.5
15			25.05	280	37		0.77		
16			11.055	250				39.64	84.695
17			11.9	250	39			33.335	95.5
18			62.98	287.4	40		25.86		
19		22.565			41		3.6		
20			29.935	150	42		8.475		
21			58.48	286.3	43			29.51	327.5
22			8.37	35.5					



Surveyor : MATHEW JOHN HYNES Date of Survey : 18th JULY 2012 Surveyor's Ref : PR111108	PLAN OF SUBDIVISION OF LOT 627 IN DP 1162744 & LOT 101 IN DP 1161271	LGA: BLACKTOWN Locality :THE PONDS & SCHOFIELDS Subdivision No: 12811 Lengths are in metres. Reduction Ratio 1:5000	Registered 16.1.2013	DP1176709

Req:R131015 /Doc:DP 1176709 P /Rev:08-Aug-2013 /Sts:SC.OK /Prt:03-Sep-2014 10:21 /Pgs:ALL /Seq:2 of 4
Ref:150257 BL /Src:M

PLAN FORM 6 WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

DP1176709

Office Use Only

Registered: 16.1.2013

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 627 IN DP 1162744 & LOT 101 IN DP 1161271

LGA: BLACKTOWN

Locality: THE PONDS ~~& SCHOFIELDS~~

Parish: GIDLEY

County: CUMBERLAND

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. Restriction on the Use of Land
3. Restriction on the Use of Land
4. Positive Covenant
5. Restriction on the Use of Land
6. Restriction on the Use of Land
7. Restriction on the Use of Land

It is intended to dedicate the extension of Greenview Parade 20 wide and variable and the splay corners to the public as public road.

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: 22 NOVEMBER 2012

Accreditation no: N/A

Subdivision Certificate no: 12011

File no: DAP-10-1626

* Strike through inapplicable parts.

Survey Certificate

I, Mathew John Hynes 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: 18th July 2012.

The survey relates to Lots 650 to 660 Only

(Lot 660 is a Partial Survey)

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

Signature .....Dated: 27th July 2012
Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: "X" – "Y"

Type: Urban

Plans used in the preparation of survey

DP1161217
DP1162744
DP1145698
DP1153059
DP1162748
DP1161271

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference:PR111108

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 627 IN DP 1162744 & LOT 101 IN DP 1161271	Office Use Only DP1176709
	Office Use Only Registered: 16.1.2013

Subdivision Certificate No.: 12811 Date of Endorsement: 22/11/12

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

(Signature) C Osborne

Witness

Name of Witness: GEORGE APOSTOLIC
Address of Witness: LEVEL 2, 330 CHURCH STREET, PARRAMATTA NSW 2150

Surveyor's Reference:PR111108

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.

(Sheet 1 of 4 sheets)

Plan:

DP1176709

Subdivision of Lot 627 in D.P. 1162744 & Lot 101 in D.P. 1161271
Covered by Subdivision Certificate No. 12811

Full name and address of the owner of the land:

Landcom
2/330 Church Street
PARRAMATTA NSW 2124

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	Each Lot Except Lot 660	Every other Lot
2	Restriction on the Use of Land	Each Lot Except Lot 660	Every other Lot
3	Restriction on the Use of Land	Each Lot Except Lot 660	Blacktown City Council
4	Positive Covenant (A)	Part Lot 660	Blacktown City Council
5	Restriction on the Use of Land	660	Blacktown City Council
6	Restriction on the Use of Land	660	Blacktown City Council
7	Restriction on the Use of Land	660	Blacktown City Council

Part 2 (Terms)

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

   No building is to be erected or permitted to remain on each lot burdened unless it complies with the "Kalina Guidelines for Better Living".

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

   Landcom

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

   No dividing fence shall be erected on the lot burdened unless it is erected without expense to Landcom, its successors and assigns.

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

   Landcom

BLACKTOWN CITY COUNCIL

Judith Portelli
Manager Development Services

ePlan

(Sheet 2 of 4 sheets)

Plan:

DP1176709

Subdivision of Lot 627 in D.P. 1162744 & Lot 101 in D.P. 1161271
Covered by Subdivision Certificate No. 1281\

Full name and address of the owner of the land:

Landcom
2/330 Church Street
PARRAMATTA NSW 2124

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

Due to the potential for moderate levels of soil salinity no building is to be erected on the lot burdened unless it complies with the following requirements in accordance with the Salinity Report by GeoEnviro Consultancy Pty Ltd dated 21st September 2012 ref JT09548D-r5.

- Erosion and Sediment Control Plans must be developed and implemented during construction works, in accordance with the NSW Department of Housing document "Managing Urban Stormwater: Soils and Construction (1998)".
- A high impact waterproof membrane, not just a vapour proof membrane, should be laid under house slabs (refer to NSW Building Code of Australia). The waterproof membrane must be extended to the outside face of the external edge beam up to the finished ground level, as detailed in the Building Code of Australia (BCA).
- For masonry building construction, the damp proof course must consist of poly-ethylene or poly-ethylene coated metal and correctly placed in accordance with the BCA. Ground levels immediately adjacent to masonry walls must be kept below the damp proof course.
- Utilise native and deep rooted vegetation in order to minimize soil erosion and limit the rising of the water table.
- For bored piers or other footings the following construction recommendations should be implemented:
  - Class 32 Mpa concrete, or sulphur resisting concrete with a water cement ratio of 0.5 must be used
  - The minimum cover to reinforcement of 60mm should be adopted
- For concrete slab on ground, the following should be implemented:
  - An Exposure Classification of A2 be adopted based on AS2870-2011
  - A minimum design characteristic strength 25MPa concrete be adopted
  - The minimum cover to reinforcement must be 50mm from unprotected ground and 40mm from a membrane in contact with the ground.

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

Blacktown City Council

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

The area designated (A) on the burdened lot is to be maintained as an asset protection zone in accordance with the NSW Rural Fire Service document "Planning For Bushfire Protection" 2006 (as amended from time to time). This is a temporary covenant required until the development of the burdened lot removing the relevant bushfire hazard affecting the lots requiring protection has been undertaken.

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

Blacktown City Council

BLACKTOWN CITY COUNCIL

Judith Portelli
Manager Development Services

ePlan

(Sheet 3 of 4 sheets)

Plan:

DP1176709

Subdivision of Lot 627 in D.P. 1162744 & Lot 101 in D.P. 1161271
Covered by Subdivision Certificate No. 12811

Full name and address of the owner of the land:

Landcom
2/330 Church Street
PARRAMATTA NSW 2124

5. Terms of easement, profit á 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 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, the consideration of relevant issues such as flora/fauna and potential site contamination, Aboriginal Archaeology, bushfire protection, compliance with Blacktown Development Control Plans and the suitability of the lot for any intended use and the payment of Section 94 Contributions.

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

Blacktown City Council

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

No vehicular access is permitted either to or from Stanhope Parkway across the boundaries indicated 'A' – 'B' and 'C' – 'D'.

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

Blacktown City Council

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

(a) No fence shall be erected on the boundary of any Lot adjoining land which is to be created as Public Reserve or Drainage Reserve without the consent of Blacktown City Council.

(b) Such consent shall not be withheld, however, if such fence is erected without expense to Blacktown City Council.

(c) The restrictions shall remain in force only during such time as Blacktown City Council is the registered proprietor of the land immediately adjoining the land burdened in the plan and shall bind all successive owners and assigns of each lot burdened.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan.

Blacktown City Council

BLACKTOWN CITY COUNCIL

Judith Portelli
Manager Development Services

ePlan

(Sheet 4 of 4 sheets)

Plan:

DP1176709

Subdivision of Lot 627 in D.P. 1162744 & Lot 101 in D.P. 1161271
Covered by Subdivision Certificate No. 12811

Full name and address of the owner of the land:

Landcom
2/330 Church Street
PARRAMATTA NSW 2124

SIGNATURES

Signed by me CARMEN OSBORNE as a Delegate of **LANDCOM** who hereby declares that he/she have no notice of the revocation of the delegation in the presence of:

Witness

Landcom C Osborne

GORAN ROVIC
Name of Witness

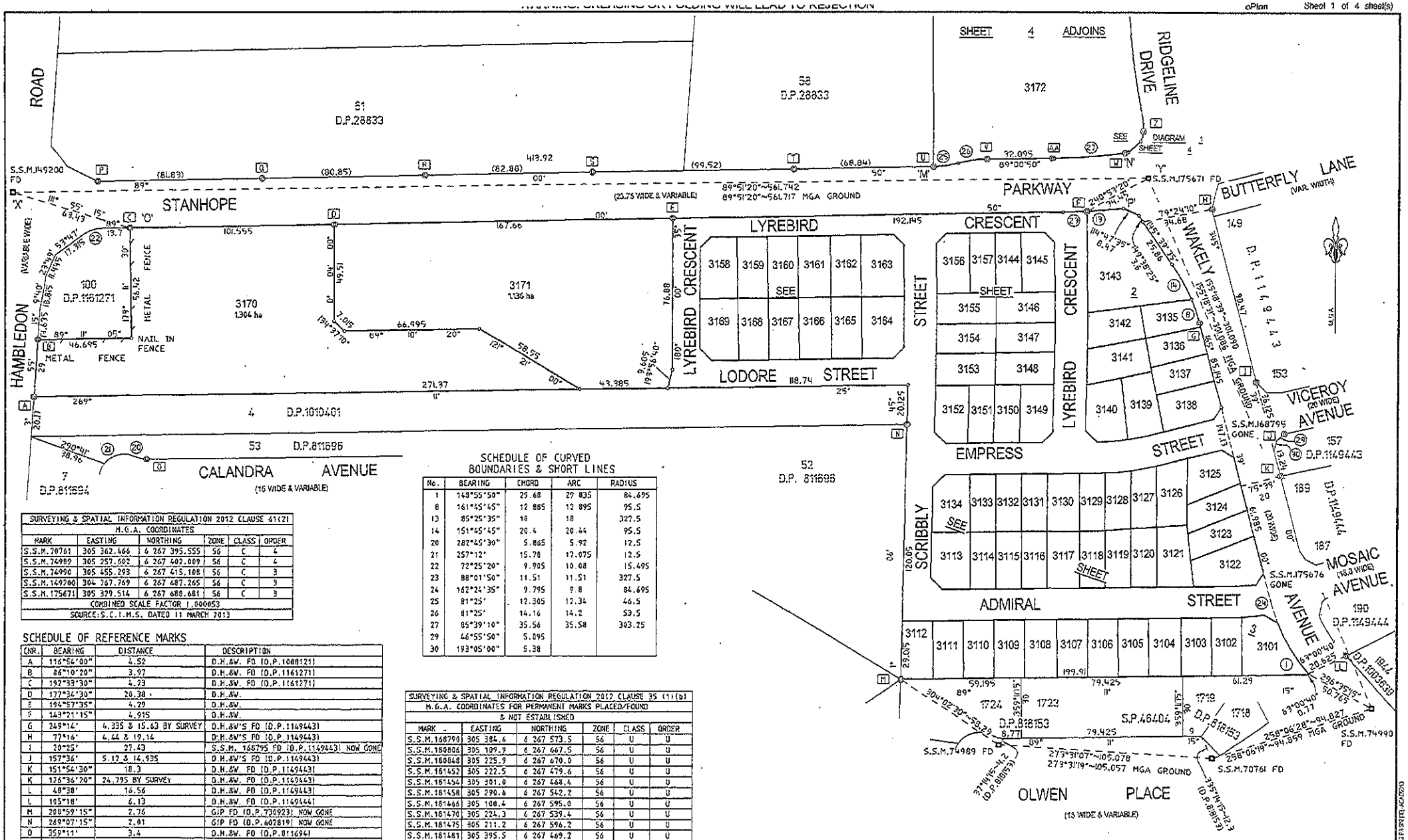
LEVEL 2 330 CHURCH STREET, PARRAMATTA NSW 2150
Address of Witness

REGISTERED 16.1.2013

BLACKTOWN CITY COUNCIL

Judith Portelli
Manager Development Services

Approved by Blacktown City Council Authorised Officer


SHEET 4 ADJOINS
ROAD
81 D.P.28833
58 D.P.28833
3172
RIDGELINE DRIVE
SEE DIAGRAM 1 SHEET 4
S.S.M.149200 FD
STANHOPE
PARKWAY
BUTTERFLY LANE (VAR WIDTH)
S.S.M.175671 FD
89°51'20"~561.742
89°51'20"~561.717 MGA GROUND
(25.75 WIDE & VARIABLE)
LYREBIRD CRESCENT
LYREBIRD STREET
LODORE STREET
EMPRESS STREET
WAKELY AVENUE
VICEROY AVENUE (20 WIDE)
SCRIBBLY LANE
ADMIRAL STREET
MOSAIC AVENUE (18.3 WIDE)
OLWEN PLACE
(15 WIDE & VARIABLE)
HAMBLEDON
CALANDRA AVENUE
(16 WIDE & VARIABLE)
100 D.P.1161271
3170 1.304 ha
3171 1.136 ha
4 D.P.1010401
53 D.P.811696
52 D.P. 811696
7 D.P.811694
D.P.1149443
D.P.1149444
D.P.1149445
D.P.1149446
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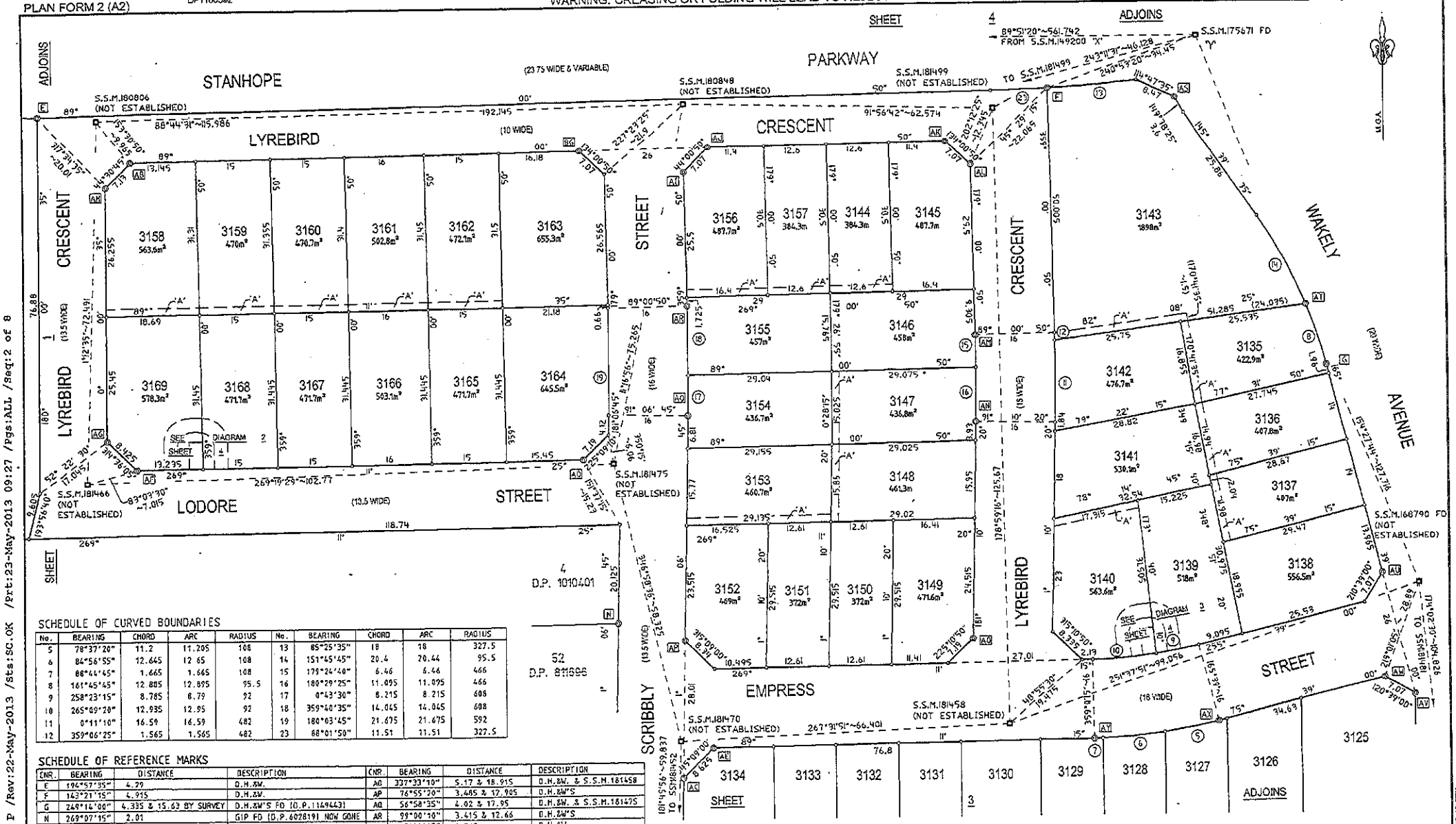
D.P.1149482



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
5	78°37'20"	11.2	11.205	108	13	85°25'35"	18	18	327.5
6	84°56'55"	12.645	12.65	108	14	151°45'45"	20.4	20.44	95.5
7	88°44'45"	1.665	1.665	108	15	179°24'40"	6.46	6.46	466
8	161°45'45"	12.885	12.895	95.5	16	180°29'25"	11.095	11.095	466
9	258°23'15"	8.785	8.79	92	17	0°43'30"	8.215	8.215	608
10	265°09'20"	12.935	12.95	92	18	359°40'35"	14.045	14.045	608
11	0°11'10"	16.59	16.59	482	19	180°03'45"	21.675	21.675	592
12	359°06'25"	1.565	1.565	482	23	88°01'50"	11.51	11.51	327.5

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION	CNR.	BEARING	DISTANCE	DESCRIPTION
E	194°57'35"	4.29	D.H.&W.	AO	337°33'10"	5.17 & 18.915	D.H.&W. & S.S.M.181458
F	143°21'15"	4.915	D.H.&W.	AP	76°55'20"	3.685 & 17.905	D.H.&W'S
G	249°14'00"	4.335 & 15.63 BY SURVEY	D.H.&W'S FD (D.P.1149443)	AQ	56°58'35"	4.02 & 17.95	D.H.&W. & S.S.M.181495
N	269°07'15"	2.01	GIP FD (D.P.602819) NOW GONE	AR	99°00'10"	3.415 & 12.66	D.H.&W'S
AB	175°34'25"	3.095 & 9.48	D.H.&W'S	AS	197°09'25"	4.765	D.H.&W.
AC	57°55'50"	3.97 & 14.935	D.H.&W'S	AT	251°02'00"	4.805	D.H.&W.
AD	353°21'10"	3.38 & 12.9	D.H.&W'S	AU	262°59'30"	4.25 & 16.97	D.H.&W'S
AE	102°00'05"	6.73 & 18.84	S.S.M.181470 & D.H.&W.	AV	166°27'	7.3 & 18.79	D.H.&W'S
AF	13°08'50"	3.66 & 12.65	D.H.&W'S	AW	165°50'35"	3.37 & 12.525	D.H.&W'S
AG	8°07'15"	6.83 & 17.085	S.S.M.181466 & D.H.&W.	AX	191°22'45"	3.8 & 13.89	D.H.&W'S
AH	182°16'20"	6.04 & 14.015	D.H.&W. & S.S.M.180806	AY	158°42'50"	3.65 & 13.625	D.H.&W'S
AI	180°28'05"	6.865 & 14.55	D.H.&W. & S.S.M.180848	BG	166°57'40"	3.435 & 9.75	D.H.&W'S
AJ	189°54'35"	3.435 & 9.69	D.H.&W'S				
AK	191°08'05"	3.245	D.H.&W.				
AK	236°15'05"	11.725	S.S.M.181499				
AL	269°00'00"	3.175 & 12.245	D.H.&W'S				
AM	283°12'00"	3.52 & 12.945	D.H.&W'S				
AN	273°40'00"	3.435 & 17.595	D.H.&W'S				

'A' - EASEMENT TO DRAIN WATER 15 WIDE

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 15 MARCH 2013 Surveyor's Ref: 1756 P3-1	PLAN OF SUBDIVISION OF LOT 660 D.P.1176709	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12875 Lengths are in metres. Reduction Ratio 1: 500	Registered 21.5.2013	DP1180592

Q:R637447 /Doc:DP 1180592 P /Rev:22-May-2013 /Sts:SC.OK /Prt:23-May-2013 09:27 /Pgs:ALL /Seq:2 of 8
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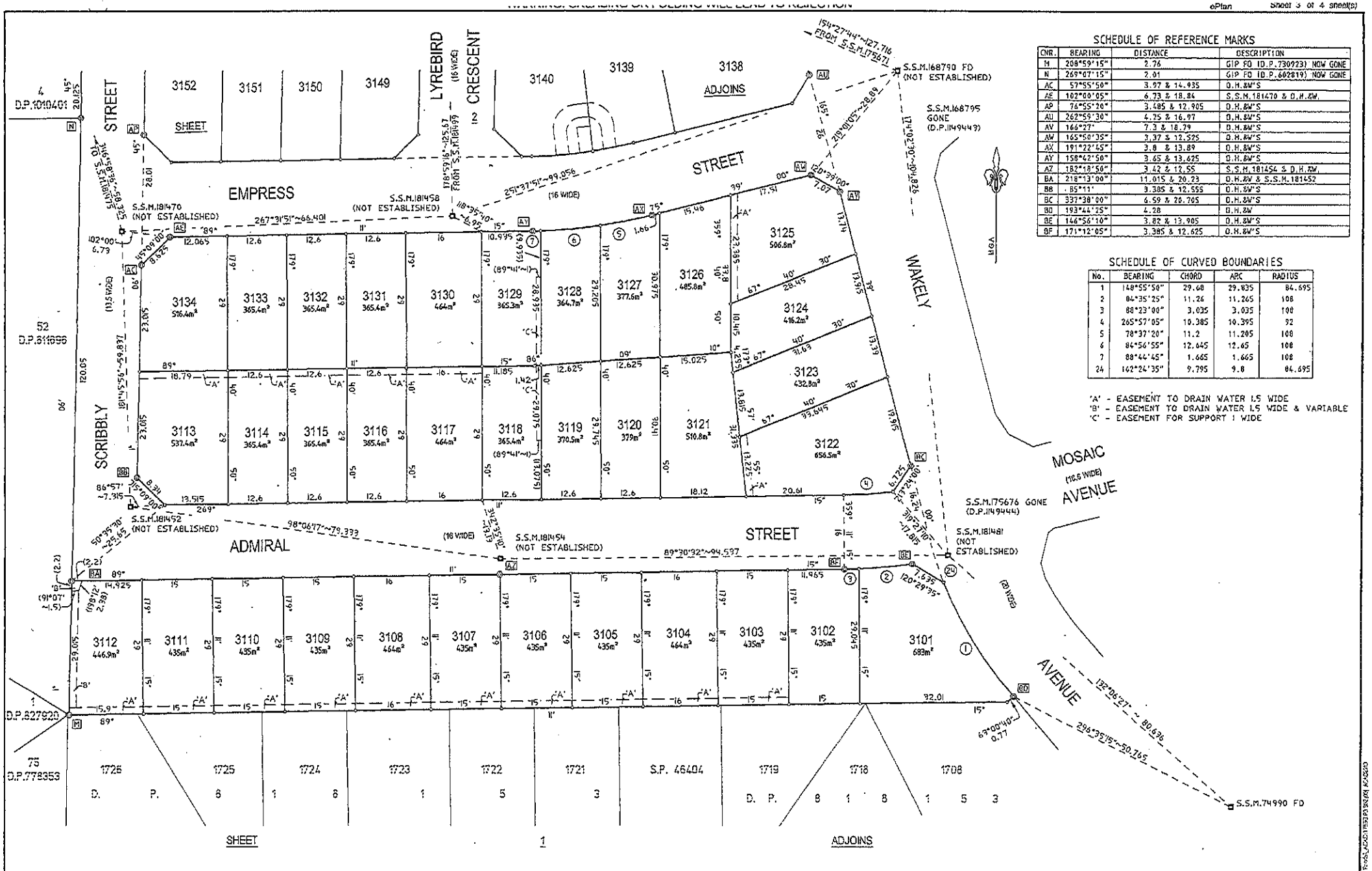

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
M	208°59'15"	2.76	GIP FD (D.P.730923) NOW GONE
N	269°07'15"	2.01	GIP FD (D.P.602819) NOW GONE
AC	57°55'50"	3.97 & 14.935	D.H.&W'S
AE	102°00'05"	6.73 & 18.84	S.S.M.181470 & D.H.&W.
AP	76°55'20"	3.485 & 12.905	D.H.&W'S
AU	262°59'30"	4.25 & 16.97	D.H.&W'S
AV	166°27'	7.3 & 18.79	D.H.&W'S
AW	165°50'35"	3.37 & 12.525	D.H.&W'S
AX	191°22'45"	3.8 & 13.89	D.H.&W'S
AY	158°42'50"	3.65 & 13.625	D.H.&W'S
AZ	182°18'50"	3.42 & 12.55	S.S.M.181454 & D.H.&W.
BA	218°13'00"	11.015 & 20.23	D.H.&W & S.S.M.181452
BB	85°11'	3.385 & 12.555	D.H.&W'S
BC	337°38'00"	6.59 & 20.705	D.H.&W'S
BD	193°44'25"	4.28	D.H.&W
BE	146°56'10"	3.82 & 13.905	D.H.&W'S
BF	171°12'05"	3.385 & 12.625	D.H.&W'S

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	148°55'50"	29.68	29.835	84.695
2	84°35'25"	11.26	11.265	108
3	88°23'00"	3.035	3.035	108
4	265°57'05"	10.385	10.395	92
5	78°37'20"	11.2	11.205	108
6	84°56'55"	12.645	12.65	108
7	88°44'45"	1.665	1.665	108
24	162°24'35"	9.795	9.8	84.695

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
'B' - EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE
'C' - EASEMENT FOR SUPPORT 1 WIDE

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 15 MARCH 2013 Surveyor's Ref: 1750 P3-1	PLAN OF SUBDIVISION OF LOT 660 D.P.1176709	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12875 Lengths are in metres. Reduction Ratio 1 : 500	Registered 21.5.2013	DP1180592

Req:R637447 /Doc:DP 1180592 P /Rev:22-May-2013 /Sts:SC.OK /Prt:23-May-2013 09:27 /Pgs:ALL /Seq:3 of 8
Ref: /Src:U

PLAN FORM 2 (A2) DP1180592 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 4 of 4 sheet(s)

SCHEDULE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
U	359°51'	3.38 & 19.565	D.H.&W'S FD (D.P.1154695)
V	7°40'	3.465 & 23.365	D.H.&W'S FD (D.P.1154695)
W	318°02'30"	17.075	S.S.M. 175671 FD (D.P.1154695)
Z	339°49'	7.52	DH&W FD (D.P.1149443)
AA	358°31'	GONE & 23.1	DH&W FD (D.P.1154695)

'D' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
'E' - RESTRICTION ON USE OF LAND No. 5
'F' - RESTRICTION ON USE OF LAND No. 6
'G' - POSITIVE COVENANT No.4 VIDE D.P.1176709
'H' - EASEMENT FOR UNDERGROUND CABLES 1 WIDE VIDE D.P.1153059
'I' - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE VIDE D.P.1153059
'J' - RESTRICTION ON USE OF LAND NO.14 VIDE D.P.1153059
'K' - RESTRICTION ON USE OF LAND NO.15 VIDE D.P.1153059
'L' - RIGHT OF ACCESS 2.695 WIDE VIDE D.P.1153059
(N) - RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

SCHEDULE OF CURVED BOUNDARIES & SHORT LINES

No.	BEARING	CHORD	ARC	RADIUS
25	81°25'	12.305	12.34	46.5
26	81°25'	14.16	14.2	53.5
27	85°39'10"	35.56	35.58	303.25
28	15°37'15"	5.12	5.17	10.5
31	45°29'20"	8.34		
32	78°08'45"	1.665	1.665	11.5

M.O.A.

HAMBLEDON ROAD (VARIABLE WIDTH)

STANHOPE PARKWAY SHEET 1 ADJOINS

RIDGELINE DRIVE (20 WIDE & VARIABLE)

SCHOFIELDS ROAD (VARIABLE WIDTH)

EUROBIN STREET (20 WIDE)

GREENVIEW PARADE (20 WIDE & VARIABLE)

LODORE STREET

EMPRESS STREET

3172 61.215 ha (BY DEDUCTION) (N)

SEE DIAGRAM 1

'M' - 'N' RESTRICTION ON USE OF LAND NO. 6 VIDE D.P.1176709

DIAGRAM 1
SCALE 1:2000

DIAGRAM 2
SCALE 1:250

DIAGRAM 3
SCALE 1:250

DIAGRAM 4
SCALE 1:250

DIAGRAM 5
SCALE 1:250

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 15 MARCH 2013 Surveyor's Ref: 1756 P3-1	PLAN OF SUBDIVISION OF LOT 660 D.P.1176709	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12875 Length's are in metres. Reduction Ratio 1: 5000	Registered 21.5.2013	DP1180592

Q:R637447 /Doc:DP 1180592 P /Rev:22-May-2013 /Sts:SC.OK /Prt:23-May-2013 09:27 /Pgs:ALL /Seq:4 of 8
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Req:R637447 /Doc:DP 1180592 P /Rev:22-May-2013 /Sts:SC.OK /Prt:23-May-20
Req:R637447 /Doc:DP 1180592 P /Rev:22-May-2013 /Sts:SC.OK /Prt:23-May-2013 /Pgs:ALL /Seq:5 of 8

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 21.5.2013

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1180592

PLAN OF
SUBDIVISION OF LOT 660 D.P.1176709

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: .....

Subdivision Certificate

I, Judith Porkelli

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

Signature: .....

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 13 MAY 2013

Subdivision Certificate number: 12875

File number: DAP-12-288

*Strike through inapplicable parts.

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 .....~~

*(b) The part of the land shown in the plan(*being/~~*excluding~~ ^ LOTS 3101 TO 3171) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 15 MARCH 2013 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: 18/3/13

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.

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. ADMIRAL STREET (16 WIDE)
2. EMPRESS STREET (16 WIDE)
3. LODORE STREET (13.5 WIDE)
4. LYREBIRD CRESCENT (16, 13.5 & 10 WIDE)
5. SCRIBBLY STREET (13.5 & 16 WIDE)

Plans used in the preparation of survey/~~compilation~~

D.P.811696
D.P.818153
D.P.1088121
D.P.1149443
D.P.1149444
D.P.1154695
D.P.1161271
D.P.1176709

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 1756 P3-1

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P3 S02 1001 -

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Registered: 21.5.2013

Office Use Only

DP1180592

PLAN OF
SUBDIVISION OF LOT 660 D.P.1176709

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: 12875

Date of Endorsement: 13/5/13

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 TO DRAIN WATER 1.5 WIDE
2. EASEMENT TO DRAIN WATER 1.5 WIDE AND VARIABLE
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

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

J. Mahendra

JEYAWEERASINGAM MAHENDRA
LEVEL 14,
60 STATION STREET
PARRAMATTA NSW 2150

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756 P3-1

CAD REF: Z:\1756 - St 4 The Ponds_ACAD\1756G P3 S02 1001 -

Req:R637447 /Doc:DP 1180592 P /Rev:22-May-2013 /Sts:SC.OK /Prt:23-May-20

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Registered: 21.5.2013

Office Use Only

DP1180592

PLAN OF
SUBDIVISION OF LOT 660 D.P.1176709

Subdivision Certificate number: 12875

Date of Endorsement: 13/5/13

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.

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
3137	27	WAKELY	AVENUE	THE PONDS
3138	25	WAKELY	AVENUE	THE PONDS
3139	4	EMPRESS	STREET	THE PONDS
3140	6	EMPRESS	STREET	THE PONDS
3141	4	LYREBIRD	CRESCENT	THE PONDS
3142	6	LYREBIRD	CRESCENT	THE PONDS
3143	STREET ADDRESS NOT AVAILABLE			
3144	11	LYREBIRD	CRESCENT	THE PONDS
3145	9	LYREBIRD	CRESCENT	THE PONDS
3146	7	LYREBIRD	CRESCENT	THE PONDS
3147	5	LYREBIRD	CRESCENT	THE PONDS
3148	3	LYREBIRD	CRESCENT	THE PONDS
3149	8	EMPRESS	STREET	THE PONDS
3150	10	EMPRESS	STREET	THE PONDS
3151	12	EMPRESS	STREET	THE PONDS
3152	14	EMPRESS	STREET	THE PONDS
3153	8	SCRIBBLY	STREET	THE PONDS
3154	10	SCRIBBLY	STREET	THE PONDS
3155	12	SCRIBBLY	STREET	THE PONDS
3156	15	LYREBIRD	CRESCENT	THE PONDS
3157	13	LYREBIRD	CRESCENT	THE PONDS
3158	27	LYREBIRD	CRESCENT	THE PONDS
3159	25	LYREBIRD	CRESCENT	THE PONDS
3160	23	LYREBIRD	CRESCENT	THE PONDS
3161	21	LYREBIRD	CRESCENT	THE PONDS
3162	19	LYREBIRD	CRESCENT	THE PONDS
3163	17	LYREBIRD	CRESCENT	THE PONDS
3164	2	LODORE	STREET	THE PONDS
3165	4	LODORE	STREET	THE PONDS
3166	6	LODORE	STREET	THE PONDS
3167	8	LODORE	STREET	THE PONDS
3168	10	LODORE	STREET	THE PONDS
3169	12	LODORE	STREET	THE PONDS
3170	STREET ADDRESS NOT AVAILABLE			
3171	STREET ADDRESS NOT AVAILABLE			
3172	STREET ADDRESS NOT AVAILABLE			

SOURCE: BLACKTOWN CITY COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756 P3-1

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P3 S02 1001 -

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

Plan: DP1180592

Plan of Subdivision of Lot 660 D.P. 1176709 covered by Council's Subdivision Certificate No. 12875

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 to Drain Water 1.5 Wide	3103	3102
		3104	3102, 3103
		3105	3102, 3103, 3104
		3106	3102, 3103, 3104, 3105
		3107	3102, 3103, 3104, 3105, 3106
		3108	3102, 3103, 3104, 3105, 3106, 3107
		3109	3102, 3103, 3104, 3105, 3106, 3107, 3108
		3110	3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109
		3111	3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3110
		3112	3102 to 3111 inclusive
		3113	3114, 3115, 3116, 3117, 3118

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1180592

Plan of Subdivision of Lot 660
D.P. 1176709 covered by Council's
Subdivision Certificate No. 12875

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	3114	3115, 3116, 3117, 3118
		3115	3116, 3117, 3118
		3116	3117, 3118
		3117	3118
		3122	3123
		3125	3124
		3135	3136, 3137, 3138
		3136	3137, 3138
		3137	3138
		3140	3139
		3143	3135, 3136, 3137, 3138
		3144	3145
		3147	3146
		3148	3146, 3147
		3153	3146, 3147, 3148
		3156	3144, 3145, 3157
		3157	3144, 3145
		3158	3159, 3160, 3161, 3162, 3163
		3159	3160, 3161, 3162, 3163

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1180592

Plan of Subdivision of Lot 660
D.P. 1176709 covered by Council's
Subdivision Certificate No. 12875

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	3160 3161 3162	3161, 3162, 3163 3162, 3163 3163
2.	Easement to Drain Water 1.5 Wide & Variable	3112	3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3110, 3111
3.	Easement for Support 1 Wide	3118 3129	3119 3128
4.	Easement for Padmount Substation 2.75 Wide	3140, 3169	Endeavour Energy
5.	Restriction on Use of Land	3139, 3140, 3168, 3169	Endeavour Energy
6.	Restriction on Use of Land	3139, 3140, 3168, 3169	Endeavour Energy
7.	Restriction on Use of Land	3101 to 3109 inclusive, 3113 to 3142 inclusive, 3145 to 3152 inclusive, 3158 to 3163 inclusive, 3168, 3169	Blacktown City Council
8.	Restriction on Use of Land	Each lot 3101 to 3169 inclusive	Blacktown City Council
9.	Restriction on Use of Land	Each Lot 3101 to 3169 inclusive	Landcom

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

Lengths are in Metres

Sheet 4 of 10 Sheets

Plan: DP1180592

Plan of Subdivision of Lot 660
D.P. 1176709 covered by Council's
Subdivision Certificate No. 12875

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	3143, 3170, 3171, 3172	Blacktown City Council
11.	Restriction on Use of Land	3170	Blacktown City Council
12.	Restriction on Use of Land	Each lot 3101 to 3169 inclusive	Blacktown City Council
13.	Restriction on Use of Land	3144, 3145, 3156, 3157 to 3163 inclusive	Landcom

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1180592

Plan of Subdivision of Lot 660 D.P. 1176709 covered by Council's Subdivision Certificate No. 12875

Part 2

Name of Authority empowered to release vary or modify easement 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.

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 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 'E' 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 10 Sheets

Plan: DP1180592

Plan of Subdivision of Lot 660
D.P. 1176709 covered by Council's
Subdivision Certificate No. 12875

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 'F' 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 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.

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1180592

Plan of Subdivision of Lot 660
D.P. 1176709 covered by Council's
Subdivision Certificate No. 12875

Part 2 (cont)

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.

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 Blacktown City Council Growth Centre Precincts Development Control Plan 2010.

d) No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing elements contained in Blacktown City Council Growth Centre Precincts Development Control Plan 2010.

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 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.

APPROVED BY BLACKTOWN CITY COUNCIL .....

General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1180592

Plan of Subdivision of Lot 660
D.P. 1176709 covered by Council's
Subdivision Certificate No. 12875

Part 2 (cont)

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

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

The nominated residue lots shall not be developed before being subdivided with adjoining land.

Name of Authority empowered to release vary or modify 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 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.

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

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1180592

Plan of Subdivision of Lot 660
D.P. 1176709 covered by Council's
Subdivision Certificate No. 12875

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)

C Osborne

LANDCOM
by its Delegate

J. Mahendra

Signature of WITNESS

JEYAWEERASINGAM MAHENDRA

Name of Witness (BLOCK LETTERS)

LEVEL 14, 60 STATION STREET
PARRAMATTA NSW 2150

Address of Witness

13 May 2013

Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 10 of 10 Sheets

Plan: DP1180592

Plan of Subdivision of Lot 660 D.P. 1176709 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 ~~4619~~ No. ~~841~~)
in the presence of: 4640 572)

R Simmonds
.....
Signature of WITNESS

.....
Signature of Attorney

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

Geoff Rethmuller
.....
Name of Attorney

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Network Property Mgr
.....
Position

Date of Execution: 26/3/2013

URS 12912

Reference:.....

REGISTERED 21.5.2013

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

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

Plan: DP1184682

Plan of Subdivision of Lot 1265
D.P. 1188352 covered by Council's
Subdivision Certificate No. 13043
DATED 19.5.2014

Full Name and address of Proprietor of land:	LANDCOM Level 14 60 Station Street PARRAMATTA NSW 2150

Part 1 (Creation)

	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	2204	2205, 2206, 2207, 2208, 2209, 2210, 2211
		2205	2206, 2207, 2208, 2209, 2210, 2211
		2206	2207, 2208, 2209, 2210, 2211
		2207	2208, 2209, 2210, 2211
		2208	2209, 2210, 2211
		2209	2210, 2211
		2210	2211
		2212	2213, 2214, 2215, 2216
		2213	2214, 2215, 2216
		2214	2215, 2216
		2215	2216

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1184682

Plan of Subdivision of Lot 1265
D.P. 1188352 covered by Council's
Subdivision Certificate No. 13043

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	2221	2212, 2213, 2214, 2215, 2216
		2231	2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211
		2233	That Part Lot 2273 denoted 'C'
		2238	2239, 2240, 2241
		2239	2240, 2241
		2240	2241
		2242	2243, 2244, 2245
		2243	2244, 2245
		2244	2245
		2249	2248
		2250	2251, 2252, 2253, 2254
		2251	2252, 2253, 2254
		2252	2253, 2254
		2253	2254
		2256	2255
		2273	2248, 2249, 2250, 2251, 2252, 2253, 2254

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan
Lengths are in Metres
Sheet 3 of 9 Sheets

Plan: DP1184682

Plan of Subdivision of Lot 1265
D.P. 1188352 covered by Council's
Subdivision Certificate No. 13042

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 to Drain Water 1 Wide	2221 2231 2233 2273	2212, 2213, 2214, 2215, 2216 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211 That Part Lot 2273 denoted 'C' 2250, 2251, 2252, 2253, 2254
3.	Easement for Padmount Substation 2.75 Wide	2245	Endeavour Energy
4.	Restriction on Use of Land	2244, 2245	Endeavour Energy
5.	Restriction on Use of Land	2244, 2245	Endeavour Energy
6.	Restriction on Use of Land	2201 to 2216 inclusive 2222 to 2245 inclusive 2250 to 2254 inclusive 2261 to 2269 inclusive	Blacktown City Council
7.	Restriction on Use of Land	2201 to 2269 inclusive	Blacktown City Council
8.	Restriction on Use of Land	2201 to 2269 inclusive	Landcom

APPROVED BY BLACKTOWN CITY COUNCIL .....
~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1184682

Plan of Subdivision of Lot 1265
D.P. 1188352 covered by Council's
Subdivision Certificate No. 13043

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	2270, 2271, 2272 & 2273	Blacktown City Council
10.	Restriction on Use of Land	Lot 2201 to 2269 inclusive	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1184682

Plan of Subdivision of Lot 1265
D.P. 1188352 covered by Council's
Subdivision Certificate No. 13043

Part 2

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

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1184682

Plan of Subdivision of Lot 1265 D.P. 1188352 covered by Council's Subdivision Certificate No. 13043

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 '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 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.

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 it achieves, 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.

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.

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1184682

Plan of Subdivision of Lot 1265 D.P. 1188352 covered by Council's Subdivision Certificate No. 13043

Part 2 (cont)

c. No fence shall be constructed on the lot hereby burdened unless in accordance with the fencing elements contained in Blacktown City Council Growth Centre Precincts Development Control Plan 2010.

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 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.

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 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 City Council Growth Centre Precincts Development Control Plan 2010, suitability of the lot for any intended use and the payment of Section 94 Contributions.

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

APPROVED BY BLACKTOWN CITY COUNCIL .....

~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1184682

Plan of Subdivision of Lot 1265
D.P. 1188352 covered by Council's
Subdivision Certificate No. 13043

Part 2 (cont)

SIGNED by me, JEYAWEERASINGAM MAHENDRA)
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

NICHOLAS CONDITSIS
Name of Witness (BLOCK LETTERS)

LEVEL 14,
60 STATION STREET,
PARRAMATTA 2150
Address of Witness

(SENIOR DEVELOPMENT MANAGER)
URBAN DEVELOPMENT
NORTH-WEST

20/5/14
Date of execution

APPROVED BY BLACKTOWN CITY COUNCIL .....
~~General Manager~~ / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1184682

Plan of Subdivision of Lot 1265 D.P. 1188352 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 4640 No. 572)
in the presence of:)

R Simmonds
Signature of WITNESS

Signature of Attorney

Raymond Simmonds
Name of Witness (BLOCK LETTERS)

Geoff Riethmuller
Name of Attorney

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148

Network Property Mgr
Position

Date of Execution: 14-4-14

Reference: URS 12910

REGISTERED 19.6.2014

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

PLAN FORM 2 (A2) DP1173834 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 2 sheet(s)

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.180844	305 469.2	6 268 446.7	56	U	U
S.S.M.180843	305 460.3	6 268 633.7	56	U	U
S.S.M.180846	305 520.1	6 268 600.9	56	U	U
COMBINED SCALE FACTOR 1.000052					
M.G.A. COORDINATES BY D.P.1177635					

HAMBLEDON ROAD (VARIABLE WIDTH) SCHOFIELDS ROAD (VARIABLE WIDTH) STANHOPE PARKWAY (VARIABLE WIDTH) RIDGELINE DRIVE (VARIABLE WIDTH) GREENVIEW PARADE (20 WIDE & VARIABLE) EUROBIN STREET (14 WIDE)

SEE DIAGRAM 1 SEE DIAGRAM 2 SEE DIAGRAM 3 SEE SHEET 2

401 5.195Ha BY DEDUCTION

400 2.983Ha

(X)

S.S.M.190843 FD (D.P.177635) (NOT ESTABLISHED)

S.S.M.180846 FD (D.P.177635) (NOT ESTABLISHED)

S.S.M.180808 FD (D.P.877593) (NOT ESTABLISHED)

S.S.M.180824 FD (D.P.862693)

S.S.M.176789 FD (D.P.1152464)

S.S.M.176240 FD (D.P.1152464)

S.S.M.180821 FD (D.P.1142693)

P.M.44698 FD

P.M.44697 FD

P.M.44691 FD

D.P.28833 D.P.1015065 D.P.1167149 D.P.1153854 D.P.1175709 D.P.1148877 D.P.1153059

SCHEDULE OF REFERENCE MARKS

CNR	BEARING	DISTANCE	DESCRIPTION
A	129°13'	0.455	GIP FD ID P 602819
B	185°19'45"	14.475 BY SURVEY	PM 44691 FD (D.P.1088121)
B	188°51'	0.46 BY SURVEY	GIP FD ID P 602819
C	273°07'	2.555	PM 44696 FD (D.P.1088121)
D	318°30'	2.895	GIP
E	265°38'	0.57	GIP FD (D.P.214959)
F	314°55'	2.955	GIP FD ID P 602819
G	46°46'	0.52	GIP
H	216°28'	1.53	GIP
J	215°09'	1.89	GIP

SCHEDULE OF CURVED & SHORT BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
7	14°30'20"	42.855	42.98	287.4
8	3°09'50"	27.9	27.935	158
9	353°02'50"	59.435	59.48	286.3
10	354°44'55"	8.315	8.415	35.5
11	83°25'	12.305	12.34	66.5
12	81°25'	14.16	14.7	53.5
13	85°39'10"	35.54	35.58	303.25
14	15°32'15"	5.12	5.17	19.5
15	65°29'20"	8.34		
16	13°08'45"	1.665	1.665	11.5
17	118°28'05"	1.41	1.41	258
18	169°26'00"	823.835	824.6	392
19	102°26'00"	15.42	15.425	288
20	186°33'30"	11.96		
21	59°33'30"	7.07		

"A" - RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 20 WIDE & VARIABLE
"S" - EASEMENT FOR UNDERGROUND CABLES 3 WIDE VIDE D.P.1153059
"T" - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE VIDE D.P.1153059
"U" - RESTRICTION ON USE OF LAND NO.18 VIDE D.P.1153059
"V" - RESTRICTION ON USE OF LAND NO.15 VIDE D.P.1153059
"W" - RIGHT OF ACCESS 2.695 WIDE VIDE D.P.1153059

(X) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)					
M.G.A. COORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
P.M.44691	305 230.746	6 269 566.829	56	C	4
P.M.44698	305 230.185	6 269 079.389	56	B	2
S.S.M.187891	305 366.693	6 269 932.724	56	C	3
S.S.M.176240	305 492.688	6 269 991.139	56	C	3
S.S.M.180821	305 452.524	6 268 163.948	56	C	4
S.S.M.180824	305 435.447	6 268 274.547	56	C	4
COMBINED SCALE FACTOR 1.000052					
SOURCE(S) S.C.I.M.S. DATED 22 MARCH 2013					

DIAGRAM 3 SCALE 1:1000

DIAGRAM 1 SCALE 1:250

DIAGRAM 2 SCALE 1:250

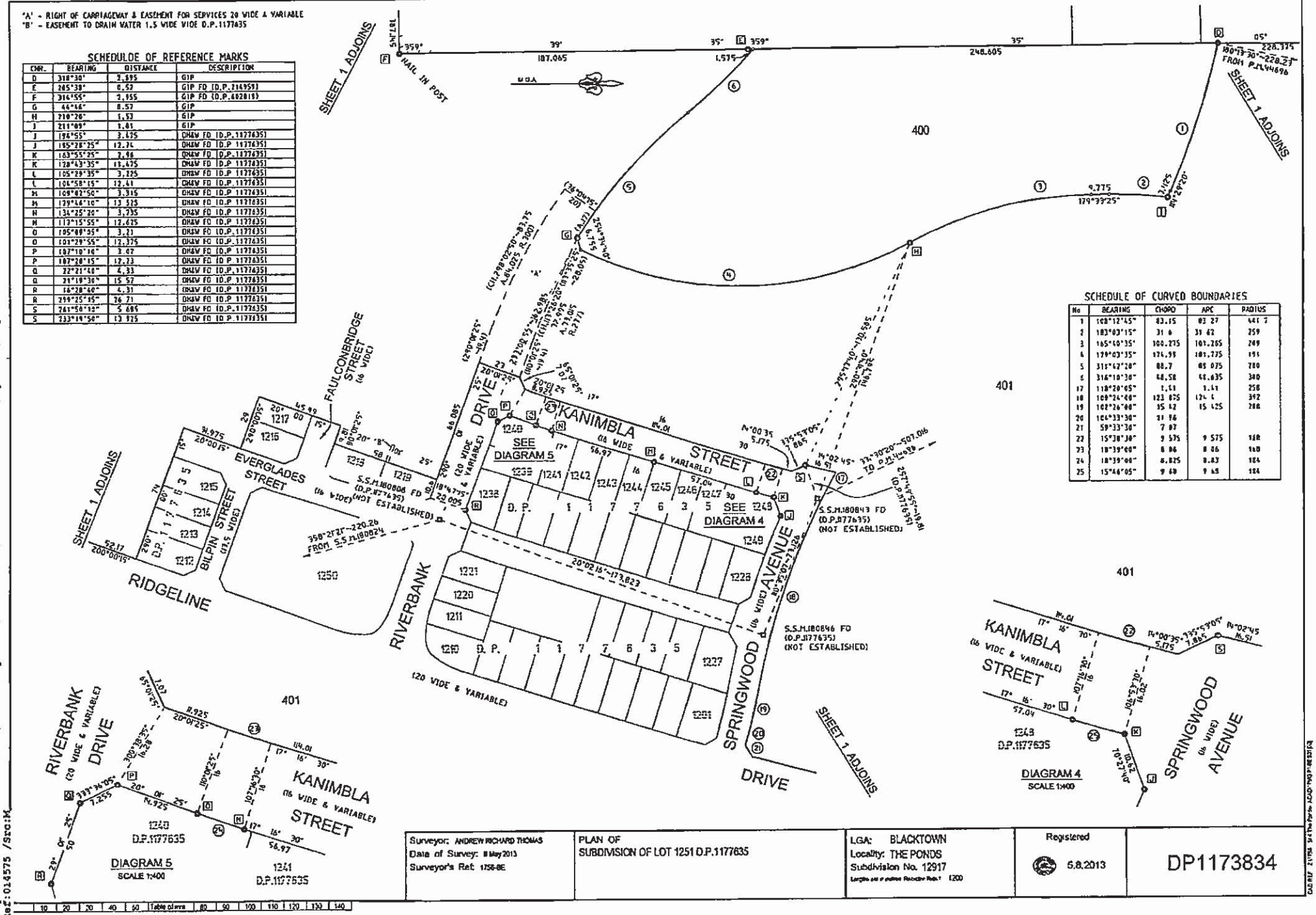
Surveyor: ANDREW RICHARD THOMAS Date of Survey: 8 May 2013 Surveyor's Ref: 1758-BE	PLAN OF SUBDIVISION OF LOT 1251 D.P.1177635	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12917	Registered 5.8.2013	DP1173834

Req:R264148 /Doc:DP 1173834 P /Rev:05-Aug-2013 /Sts:SC.OK /Prt:26-Mar-2015 14:31 /Pgs:ALL /Seq:1 of 4
Ref:014575 /Src:M

'A' - RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 20 WIDE & VARIABLE
'B' - EASEMENT TO DRAIN WATER 1.5 WIDE VIDE D.P.1177635

SCHEDULDE OF REFERENCE MARKS

CNR.	BEARING	DISTANCE	DESCRIPTION
D	318°30'	2.895	GIP
E	285°38'	0.52	GIP FD (D.P.214959)
F	314°55'	2.955	GIP FD (D.P.602019)
G	44°46'	0.57	GIP
H	210°20'	1.53	GIP
I	211°09'	1.01	GIP
J	194°55'	3.425	DH&W FD (D.P.1177635)
J	195°28'25"	12.74	DH&W FD (D.P.1177635)
K	163°55'25"	2.96	DH&W FD (D.P.1177635)
K	128°43'35"	11.475	DH&W FD (D.P.1177635)
L	105°29'35"	3.225	DH&W FD (D.P.1177635)
L	104°58'15"	12.41	DH&W FD (D.P.1177635)
M	109°02'50"	3.315	DH&W FD (D.P.1177635)
M	129°46'10"	13.525	DH&W FD (D.P.1177635)
N	134°25'20"	3.735	DH&W FD (D.P.1177635)
N	117°15'55"	12.625	DH&W FD (D.P.1177635)
O	105°08'55"	3.21	DH&W FD (D.P.1177635)
O	101°29'55"	12.375	DH&W FD (D.P.1177635)
P	107°10'10"	3.07	DH&W FD (D.P.1177635)
P	107°20'15"	12.23	DH&W FD (D.P.1177635)
Q	22°21'40"	4.33	DH&W FD (D.P.1177635)
Q	21°19'30"	15.57	DH&W FD (D.P.1177635)
R	16°28'40"	4.31	DH&W FD (D.P.1177635)
R	299°25'15"	26.71	DH&W FD (D.P.1177635)
S	261°50'10"	5.695	DH&W FD (D.P.1177635)
S	233°19'50"	13.925	DH&W FD (D.P.1177635)



SCHEDULE OF CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	108°12'45"	83.15	83.27	441.7
2	103°03'15"	31.6	31.62	259
3	165°40'35"	100.275	101.265	249
4	179°03'35"	174.99	181.775	191
5	311°42'20"	88.7	89.075	280
6	316°10'30"	48.58	48.635	340
17	118°20'05"	1.41	1.41	258
18	109°24'40"	123.875	124.4	392
19	102°26'00"	15.42	15.425	288
20	104°33'30"	11.96		
21	59°33'30"	7.07		
22	15°38'30"	9.575	9.575	168
23	18°39'00"	8.86	8.86	160
24	18°39'00"	8.825	8.83	184
25	15°46'05"	9.68	9.68	184

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 8 May 2013 Surveyor's Ref: 1758-8E	PLAN OF SUBDIVISION OF LOT 1251 D.P.1177635	LGA: BLACKTOWN Locality: THE PONDS Subdivision No. 12917 Length and Area Reduction Ratio: 1:200	Registered 5.8.2013	DP1173834

Req:R264148 /Doc:DP 1173834 P /Rev:05-Aug-2013 /Sts:SC.OK /Prt:26-Mar-2015 14:31 /Pgs:ALL /Seq:2 of 4
Ref:014575 /Src:M

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 5.8.2013

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1173834

PLAN OF
SUBDIVISON OF LOT 1251 D.P.1177635

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: .....

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: .....

Accreditation number: N/A

Consent Authority: BLACKTOWN CITY COUNCIL

Date of endorsement: 31 JULY 2013

Subdivision Certificate number: 12917

File number: DAP-11-2616

*Strike through inapplicable parts.

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 .....~~

*(b) The part of the land shown in the plan(*being/~~*excluding ^~~ LOT 400 & EASEMENT) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 8 May 2013 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: 10 May 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.

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. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 20 WIDE & VARIABLE
2. RESTRICTION ON USE OF LAND
3. RESTRICTION ON USE OF LAND

Plans used in the preparation of survey/compilation

D.P.1088121
D.P.1177635

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 1756-BE

CAD REF: Z:\1756 - St & The Ponds\CAD\1756G P1-BE S01 1001 - G.W.E. - A.T.

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered: 5.8.2013 (Office Use Only)

DP1173834 (Office Use Only)

PLAN OF
SUBDIVISION OF LOT 1251 D.P.1177635

Subdivision Certificate number: 12917

Date of Endorsement: 31/7/13

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.

JEYAWEERASINGAM MAHENDRA

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

J. Mahendra

SIGNATURE

DAVID APOSTOLIDIS
LVL 14 60 STATION ST, PARRAMATTA

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 60(c)

SCHEDULE OF LOTS & ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
400	STREET ADDRESS NOT AVAILABLE			
401	STREET ADDRESS NOT AVAILABLE			

SOURCE: BLACKTOWN CITY COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 1756-BE

CAD REF: Z:\1756 - St 4 The Ponds\ACAD\1756G P1-BE S01 1001 - G.W.E. - A.T.

Req:R264150 /Doc:DP 1173834 B /Rev:05-Aug-2013 /Sts:SC.OK /Prt:26-Mar-2015 14:31 /Pgs:ALL /Seq:1 of 3
Ref:014575 /Src:M

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

Plan: DP1173834

Plan of Subdivision of Lot 1251 D.P. 1177635 covered by Council's Subdivision Certificate No. 12917

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.	Right of Carriageway & Easement for Services 20 Wide & Variable	401	400
2.	Restriction on Use of Land	400,401	Blacktown City Council
3.	Restriction on Use of Land	401	Blacktown City Council

APPROVED BY BLACKTOWN CITY COUNCIL .....

General Manager / Authorised Officer

ePlan

Lengths are in Metres

Sheet 2 of 3 Sheets

Plan: DP1173834

Plan of Subdivision of Lot 1251
D.P. 1177635 covered by Council's
Subdivision Certificate No. 12917

Part 2

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

A Right of Carriageway as set out in Part 1 of Schedule 8 of the Conveyancing Act 1919 together with an Easement for Services as set out in Part 11 of the Conveyancing Act 1919.

Name of Authority empowered to release vary or modify the terms of 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.

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 2 in the plan is Blacktown City Council.

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

No development of the lot hereby burdened shall be permitted unless in accordance with plans and conditions approved by Notice of Determination No. 11-2616 issued by Blacktown City Council on 2 March 2012 and as modified by S96-12-1538 issued by Blacktown City Council on 4 December 2012 and S96-13-1148 Issued by Blacktown City Council on 29 July 2013.

This restriction will be in force until such time as Conditions of Consent have been completed to the satisfaction of Blacktown City Council for the lot hereby burdened.

Blacktown City Council will raise no objection to the extinguishment of this Restriction upon satisfactory completion of conditions of consent in accordance with approved plans and conditions under Development Consent No. 11-2616 issued by Blacktown City Council on 2 March 2012 and as modified by S96-12-1538 issued by Blacktown City Council on 4 December 2012 and S96-13-1148 issued by Blacktown City Council on 29 July 2013.

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

APPROVED BY BLACKTOWN CITY COUNCIL .....
General Manager / Authorised Officer

ePlan

Lengths are in Metres

Plan: DP1173834

Plan of Subdivision of Lot 1251
D.P. 1177635 covered by Council's
Subdivision Certificate No. 12917

Part 2 (cont)

JEYAWEERASINGAM MAHENDRA

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 ST PARRAMATTA NSW
Address of Witness

31/7/2013
Date of execution

REGISTERED 5.8.2013

APPROVED BY BLACKTOWN CITY COUNCIL

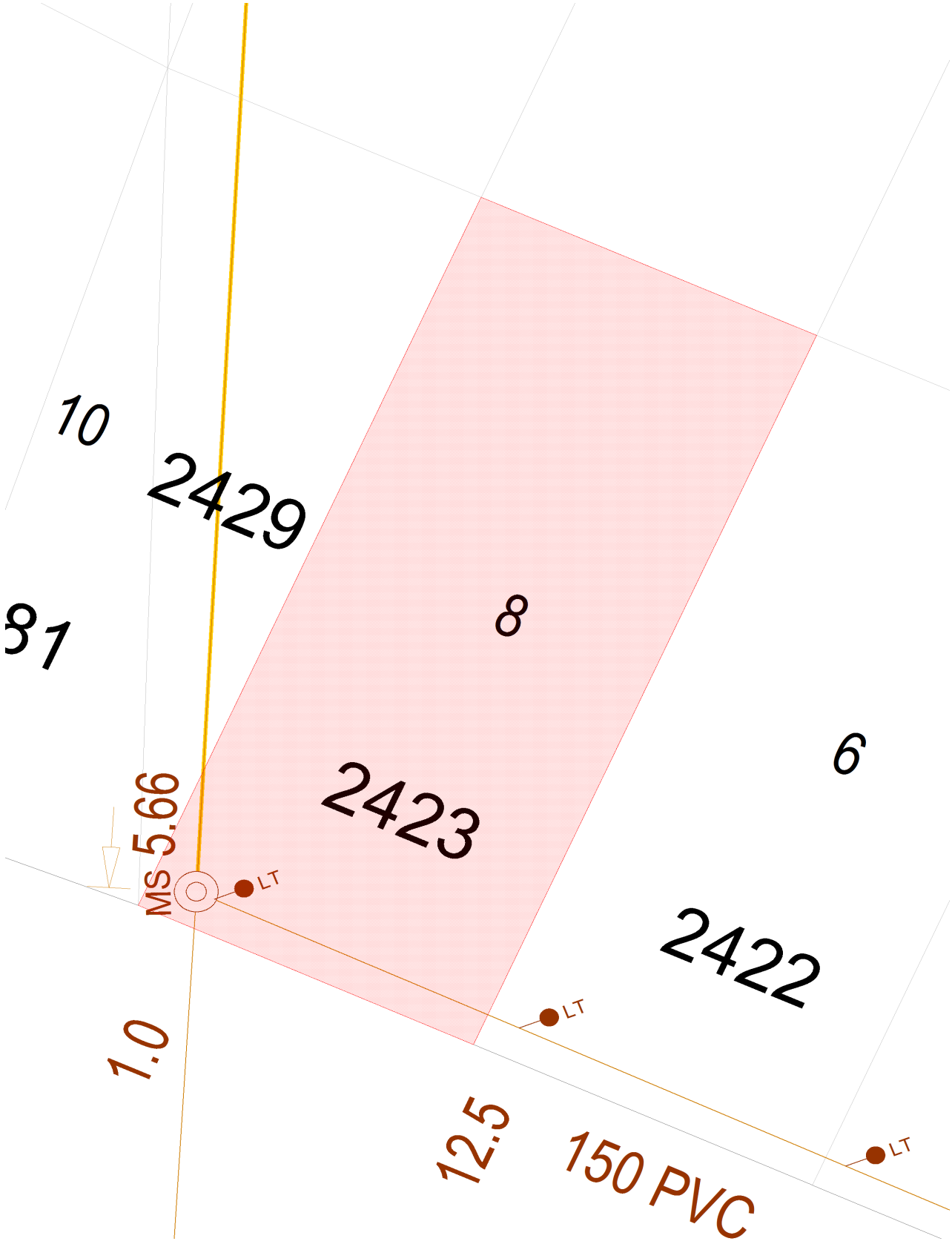
BLACKTOWN CITY COUNCIL

Judith Portelli
Manager Development Services

General Manager / Authorised Officer

Service Location Print

Application Number: 699660



Document generated at 31-07-2019 09:33:45 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

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.5
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details

Boundary Line
Easement Line
House Number — 25, 6, 26, 8, 27, 10, 28, 12
Lot Number
Proposed Land
Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
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

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**.

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)

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Applicant Details

Your reference 2423 GLENBROOK ST.

METALLIX HOMES PTY LTD
PO BOX 551
STANHOPE GARDENS NSW 2768

Certificate Details

Certificate no. PL2016/12105 **Fee $133.00**

Date issued 13 February 2016 **Urgency fee**

Receipt no. D000044260

Property information

Property ID 367034 **Land ID** 367034

Legal description LOT 2423 DP 1184684

Address 8 GLENBROOK STREET THE PONDS NSW 2769

County CUMBERLAND **Parish** GIDLEY

PLANNING CERTIFICATE (149 Part 2)

Blacktown City Council prepared this Planning Certificate under Section 149 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

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Section 149(2)

The following information is provided under Section 149(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

---

1. Names of relevant planning instruments and development control plans

1.1 Environmental Planning Instrument

As at the date of this certificate the abovementioned land is not affected by Blacktown Local Environmental Plan 2015.

The land is affected by the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006.*

1.2 Proposed Local Environmental Plans

Not applicable.

1.3 Other Applicable State Environmental Planning Policies

Attachment 1 contains a list of State Environmental Planning Policies that may apply to the carrying out of development on the subject land.

1.4 Proposed State Environmental Planning Policies

Council is not aware of any proposed State Environmental Planning Policy that is or has been the subject of community consultation or on public exhibition under the Act, applying to the subject land.

1.5 Development control plans

As at the date of this certificate the abovementioned land is affected by the NSW Government's *Blacktown City Council Growth Centre Precincts Development Control Plan 2014.*

Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies to, except where specifically referred to in the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or the *Growth Centre Precincts Development Control Plan 2014.*

2. Zoning and land use under relevant environmental planning instruments

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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

Under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006,* the land is zoned:

Zone R2 Low Density Residential

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Shop top housing; Studio dwellings; Veterinary hospitals

4 Prohibited

Any other development not specified in item 2 or 3.

2.2 Minimum land dimensions for the erection of a dwelling house

Not applicable

2.3 Critical habitat

The land does not include or comprise a critical habitat.

Note: Critical habitat registers are kept by the National Parks and Wildlife Service under the *Threatened Species Conservation Act 1995* and the Department of Fisheries under the *Fisheries Management Act 1994.*

2.4 Conservation areas

The land is not within a conservation area.

2.5 Environmental Heritage

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The land does not contain an item of environmental heritage under the protection of State Environmental Planning Policy (Sydney Region Growth Centres) 2006

3. Complying development

Complying development may or may not be carried out on the subject land under an Environmental Planning Policy. Council does not have sufficient information to determine the extent to which specific complying development may or may not be carried out.

4. Coastal protection

The subject land is not affected by the operation of Sections 38 or 39 of the *Coastal Protection Act, 1979*.

5. Mine subsidence

The subject land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*.

6. Road widening and road realignment

The subject land is not affected by road widening or road realignment

7. Council and other public authority policies on hazard risk restrictions

7.1 Contaminated lands policy

Council has adopted a policy on contaminated land which may restrict development on the subject land.

The land contamination policy applies when zoning or land use changes are proposed on land which has previously been used for certain purposes or has the potential to be affected by such purposes undertaken on nearby lands.

Council's records may not be sufficient to determine all previous uses on the land, or determine activities that may have taken place on this land.

Council's policy on contaminated land should be considered in the context of relevant State legislation and guidelines.

7.2 Other policies on hazard risk restrictions

Council has not adopted any other policies to restrict the development of the subject land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence or the occurrence of acid sulphate soils.

Note: Although Council has not adopted a specific policy to restrict development bushfire prone land, it is bound by state-wide bushfire legislation that may restrict development on the subject land. Additional information relating to bushfire prone land is provided at point 11 below.

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7a. Flood related development controls information

There are currently no mainstream or backwater flood-related development controls adopted by Council that apply to the land subject to this Certificate

8. Land reserved for acquisition

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 makes provision for land included on the Land Reservation Acquisition Map to be acquired by a public authority.

9. Contributions plans

Council currently levies contributions under Section 94 of the *Environmental Planning & Assessment Act 1979* for facilities and services. The further development of the subject land may incur such contributions.

Contributions Plan No. 1 - 1980s Release Areas applies to the subject land.
Contributions Plan No. 20 - Riverstone and Alex Avenue Precincts applies to the subject land.
Contributions Plan No. 5 - Parklea Release Area applies to the subject land.

9a. Biodiversity certified land

The land is biodiversity certified land as defined by Part 7AA of the *Threatened Species Conservation Act 1995*.

10. Biobanking agreements

The land is not subject to any biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*.

11. Bushfire prone land

The Rural Fires and Environmental Assessment Legislation Amendment Act 2002, which came into force on 1 August 2002, introduced development provisions for bush fire prone land as shown on a Bush Fire Prone Land Map. "Bush fire prone land" is land that has been designated by the Commissioner of the NSW Rural Fire Service as being bush fire prone due to characteristics of vegetation and topography. The land the subject of this certificate has been identified on Council's Bush Fire Prone Land Map as being:

Clear of any bush fire prone land

On land that is bush fire prone, certain development may require further consideration under Section 79BA or Section 91 of the *Environmental Planning & Assessment Act 1979* and under Section 100B of the *Rural Fires Act 1997*.

12. Property vegetation plans

NOTICE OF DISCLAIMER OF LIABILITY

Bar-Ilan City Council gives notice and points out to all users of the information supplied herein the information herein which has been compiled by Council from sources outside of Council's control, although having been provided with all due care and in good faith, 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.

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The subject land is not affected by a property vegetation plan under the *Native Vegetation Act 2003*. The Blacktown local government area is excluded from the operation of the *Native Vegetation Act 2003* (refer Schedule 1 Part 3 of that Act).

13. Orders under *Trees (Disputes Between Neighbours) Act 2006*

No. Council has not been notified of any order made under the *Trees (Disputes Between Neighbours) Act 2006* in relation to the subject land.

14. Directions under Part 3A

Land to which this Certificate applies is not subject to the above.

15. Site compatibility certificates and conditions for seniors housing

Land to which this Certificate applies is not subject to the above.

16. Site compatibility certificates for infrastructure

Land to which this Certificate applies is not subject to the above.

17. Site compatibility certificates and conditions for affordable rental housing

Land to which this Certificate applies is not subject to the above.

18. Site verification certificates

Council is not aware of any site verification certificate applying to the subject land.

Under the *Contaminated Land Management Act 1997* and *Contaminated Land Management Amendment Act 2008*

(a) The land to which this certificate relates has not been declared to be significantly contaminated land at the date when the certificate was issued

(b) The land to which the certificate relates is not subject to a management order at the date when the certificate was issued

(c) The land to which this certificate relates is not the subject of an approved voluntary management proposal at the date when the certificate was issued

(d) The land to which this certificate relates is not subject to an ongoing maintenance order as at the date when the certificate was issued

(e) The land to which this certificate relates is not the subject of a site audit statement provided to the Council.

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Section 149(5)

The following information is provided under Section 149(5) of the *Environmental Planning & Assessment Act 1979*. As per section 149(6) of the Act, Council shall not incur any liability in respect of any advice provided in good faith under section 149(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.

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.

Biodiversity and Threatened Species Conservation

The land is affected by a tree preservation control under Clause 5.9 of the Blacktown Local Environmental Plan 2015. A person shall not ringbark, cut down, lop, top, remove, injure or wilfully destroy any tree, or cause any tree to be ringbarked, cut down, topped, lopped, injured or wilfully destroyed, except with the consent of the Council.

The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a Regional Environmental Plan, State Environmental Planning Policy or Blacktown Local Environmental Plan 2015, in which case the provisions of any such covenant, agreement or instrument may be overridden.

The *Threatened Species Conservation Act 1995* provides for the conservation of threatened species, populations and ecological communities of animals and plants.

The *Environment Protection and Biodiversity Conservation Act 1999* provides protection for items of national significance. Items of national environmental significance include nationally threatened animal and plant species and ecological communities.

The Act requires a separate Commonwealth approval to be obtained where an action is likely to have significant impacts on items of national environmental significance.

For further information on this matter, please contact the Australian Government's Department of the Environment.

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Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 2.1 of this Certificate, the following State Environmental Planning Policies may also affect development on the subject land.

SEPP No. 19 - Bushland in Urban Areas
Protects and preserves bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. The policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

SEPP No. 32 - Urban Consolidation
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used, and encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No. 55 - Remediation of Land
Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

SEPP No. 62 - Sustainable Aquaculture
Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identity and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

SEPP No. 64 - Advertising and Signage
Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

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SEPP (Affordable Rental Housing) 2009
Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

SEPP Building Sustainability Index (BASIX) 2004
This SEPP operates in conjunction with *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004* to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX. The draft SEPP was exhibited together with draft *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004*.

SEPP (Exempt and Complying Development Codes) 2008
This policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the *Environmental Planning and Assessment Act 1979*.

SEPP (Sydney Region Growth Centres) 2006
This policy provides for the coordinated release of land for residential, employment and other urban development in Sydney's North West and South West Growth Centres, in conjunction with the precinct planning provisions contained in the *Environmental Planning and Assessment Regulation 2000*.

SEPP (Housing for Seniors and People with a Disability) 2004
This policy encourages the development of high quality accommodation for the state's ageing population and for people who have disabilities, whilst ensuring development is in keeping with the local neighbourhood. Note the name of this policy was changed from *State Environmental Planning Policy (Seniors Living) 2004* to *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004,* effective 12.10.07.

SEPP (Infrastructure) 2007
The aim of this policy is to facilitate the orderly and economic use and development of rural lands for rural and related purposes. The policy applies to local government areas that are not listed in clause 4Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

SEPP (Major Development) 2005
This policy identifies certain developments that are major projects to be assessed under Part 3A of the *Environmental Planning and Assessment Act 1979* and determined by the Minister for Planning. It also provides planning provisions for State significant sites. In addition, the SEPP identifies the council consent authority functions that may be carried out by joint

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regional planning panels (JRPPs) and classes of regional development to be determined by JRPPs. This SEPP was formerly known as *State Environmental Planning Policy (Major Projects) 2005*.

SEPP (Mining, Petroleum, Production and Extractive Industries) 2007
This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. The Policy establishes appropriate planning controls to encourage ecologically sustainable development.

SEPP (Miscellaneous Consent Provisions) 2007
This SEPP contains provisions for temporary structures, subdivision, the demolition of a building or work, certain change of use and fire alarm link communication works.

General Manager

Per: _____

End of Certificate

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Policy Number : HBCF15000814
Policy Date : 10/08/2015

Statement of Cover

METALLIX HOMES PTY LTD

86 Grantham Road
SEVEN HILLS NSW 2768

DON HUTTON INSURANCE BROKERS PTY LTD
500 FOREST ROAD
PENSHURST NSW 2222

Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcf.nsw.gov.au. The Certificates Register will also notify you if any claims have been made on this insurance cover and any other relevant information.

CERTIFICATE IN RESPECT OF INSURANCE
RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of *the Home Building Act 1989* (the Act) has been issued by the NSW Self Insurance Corporation who is responsible for management of the Home Building Compensation Fund.

In respect of	New Single Dwelling Construction
At	8 Glenbrook Street The Ponds
Homeowner	Build Square Pty Ltd
Carried out by	METALLIX HOMES PTY LTD
Licence Number	273108C
Contract Sum	$175,000.00
Contract Date	10/08/2015
Premium Paid	$1,258.95

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary.

This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Issued on the 10/08/2015

Issued by Calliden Insurance Limited

On behalf of **NSW Self Insurance Corporation (ABN 97 369 689 650)**

© State of New South Wales through NSW Self Insurance Corporation 2015

FINAL OCCUPATION CERTIFICATE

BUILDING CERTIFIERS
Certifying Your Building Game

Preliminaries	
Occupation Certificate No.	OCD2015-0128
Subject Property	Lot 2423, DP 1184684, 8 Glenbrook Street, The Ponds
Council Authority	Blacktown City Council
Applicant	Metallix Homes Pty Ltd
Approval Date	08/08/2016
Comply Development	
Complying Development Certificate No:	CDC2015-0128 22/02/2016 Authority: Samy Mikhail
Area of Occupancy	
Development description	Construction of a Single Storey Dwelling
Building details and area of Occupation	This Final Occupation Certificate relates only to those building works contained within the approved CDC documentation relating to the construction of a Single Storey Dwelling and excludes all other works/inconsistencies and existing structures/area on the subject property.
BCA Classifications (s)	Class 1a
Certifying Authority	
Accredited by	Building Professionals Board – BPB 2277
Statement	• A current Development Consent is in force: • A current Comply Development Certificate has been issued with respect to the building plans and specifications. • The structure is suitable for occupation or use in accordance with its classification under the Building Code of Australia. • The health and safety of the occupants has been considered. • A Fire Commissioner Report has been considered.
Signed	Samy Mikhail - Accredited Certifier BPB - 2277 (A3 – Residential)

Suite 49, Level 2, No 2 O'Connell Street, Parramatta NSW 2150 (Parramatta Business Centre)
P| 02 8279 7844 **F|** 02 8279 7845 **M|** 0404 806 026 **E|** samy@certifiers.sydney