

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Fitzpatrick's Real Estate PO Box 5, WAGGA WAGGA NSW 2650	Phone: 6921 1555 Fax: 02 6921 4369 Ref: Natalie Websdale
co-agent		
vendor	The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga ABN 52 838 806 753 McAlroy House, 205 Tarcutta Street, Wagga Wagga, NSW 2650	
vendor's solicitor	Walsh & Blair Lawyers 221-223 Tarcutta Street, Wagga Wagga NSW 2650 DX 5402 Wagga Wagga NSW	Phone: 02 6926 8268 Email: ljk@walshblair.com.au Fax: 02 6926 8222 Ref: LJK:CF:202532
date for completion land (address, plan details and title reference)	42nd day after the contract date Lot ,Lingiari Drive, Lloyd, New South Wales 2650 Unregistered Plan: Lot in an unregistered plan which is part of Lot 58 Plan 1255405 Folio Identifier 58/1255405	(clause 15)

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other: **Vacant Land**
 attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

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

_____ vendor	GST AMOUNT (optional) The price includes GST of: \$	_____ witness
_____ purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	_____ witness

Choices

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

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

Electronic transaction (clause 30)

no YES

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

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

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

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

NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga

Supplier's ABN:

ABN 52 838 806 753

Supplier's GST branch address (if applicable):

Supplier's business address:

McAlroy House, 205 Tarcutta Street, Wagga Wagga, NSW 2650

Supplier's email address:

pfitzpatrick1@bigpond.com

Supplier's phone number:

6937 0000

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

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

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

Amount must be paid: AT COMPLETION at another time (specify): **1/11th of purchase price**

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

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

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

List of Documents

General

- 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 disclosure statement - off the plan contract
 - 58 other document relevant to off the plan contract
- Other**
- 59

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a party;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

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

6 Error or misdescription

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

- 7 Claims by purchaser**
Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
 The *parties* must make any necessary adjustment on completion.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
 • the person who owned the land owned no other land;
 • the land was not subject to a special trust or owned by a non-concessional company; and
 • if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 14.6.1 the amount is to be treated as if it were paid; and
 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
 The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
 • **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance payable*;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*,
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* 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*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 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 an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

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

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 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.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the *Division*).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the *Division*.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

ANNEXURE TO CONTRACT FOR SALE BETWEEN THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE DIOCESE OF WAGGA WAGGA (VENDOR) AND (PURCHASER).

SPECIAL CONDITIONS

1. Inconsistency with Terms of Standard Contract

If there is an inconsistency between these special conditions and the terms of the standard contract (clauses 1 to 32), these special conditions prevail to the extent of the inconsistency.

2. Purchaser acknowledgments – property sold as is

2.1 The purchaser acknowledges that it has inspected and carried out investigations with respect to the property and relying upon such inspections and investigations satisfied itself as to:-

- (a) the state and condition of the property;
- (b) the existence of any defects;
- (c) the rights and privileges relating to the property;
- (d) the services (or lack of services) to the property together with the cost of connecting to the services and any additional services noting that the purchaser (and not the vendor) will be required to meet such costs;
- (e) the zoning and the purpose for which the property may be used in accordance with the requirements of the *Environmental Planning and Assessment Act 1979* and/or the *Local Government Act 1993*;
- (f) any financial return or income to be derived from the property; and
- (g) any contamination and compaction of fill issues in relation to the property noting and subject to special condition 11.

2.2 The purchaser acknowledges that the purchaser in entering into this contract:-

- (a) does not rely on any warranty or representation made by the vendor or any person on behalf of the vendor except those that are expressly provided in this contract; and
- (b) has relied entirely on the purchaser's enquiries relating to and on the purchaser's inspection of the property; and
- (c) takes the property as is subject to all defects.

2.3 The purchaser is not entitled to:-

- (a) make any requisition, claim or objection about; or
- (b) rescind, terminate or delay completion of this contract because of, any of the matters referred to in this Special Condition.

3. Lot in unregistered plan of subdivision

3.1 The Purchaser acknowledges:-

- (a) that the property is a lot in an unregistered plan of subdivision attached hereto and marked with the letter "A" ("the Plan");
- (b) the terms of the *Disclosure Statement – Off the Plan Contracts* attached hereto for the purposes of section 66ZM of the *Conveyancing Act 1919* ("the Disclosure Statement");
- (c) the section 88B Instrument attached hereto and marked with the letter "B" ("the Instrument") relating to the property that the Vendor proposes to register with the Plan;
- (d) that the:-
 - (i) Plan showing the dimensions of the property and the position of any necessary water, drainage, electricity supply and other service easements; and
 - (ii) terms of the Instrument,
 are yet to be finalised and approved by the relevant authorities including the Council of the City of Wagga Wagga and Land Registry Services ("the Authorities"); and that
- (e) that printed condition 28 applies subject to this special condition noting special condition 1 above.

3.2 The Vendor shall notify the Purchaser of any alterations to the Plan, the Instrument and/or the Disclosure Statement required by any of the Authorities or proposed by the Vendor.

3.3 Subject to the purchaser's rights under the *Conveyancing Act 1919* and its regulations including the *Conveyancing (Sale of Land) Regulation 2017*, the Purchaser shall not be entitled to raise any requisition or objection, make any claim for compensation or rescind this Contract upon being notified of any alteration to the Plan, the Instrument and/or the Disclosure Statement.

3.4 The provisions of clause 28.2 are varied by the deletion of the number 6 and the insertion of the number 12.

4. Completion and Notice to Complete

4.1 If either party becomes entitled to serve a notice to complete, that party may serve on the other a notice requiring completion of this contract 14 days after the date of service of the notice.

4.2 For the purposes of this Special Condition, 14 days will be reasonable notice and will be deemed both at law and in equity to be sufficient notice to make time of the essence of this contract.

4.3 The vendor will not be regarded as not being ready, willing and able to complete this contract because of the existence of a charge on the property for any outgoing, which charge will otherwise be paid on completion.

4.4 Without limiting any other provision of this contract, the vendor is not required to remove any charge on the property for any outgoing if it will be paid on completion.

5. Late completion

5.1 If this contract is not completed on or before the completion date for any cause whatsoever other than the default of the vendor or if it is not completed within three (3) days after written notice has been given to the purchaser that any default of the vendor causing a delay in completion has been rectified, then:-

- (a) the purchaser shall pay to the vendor as liquidated damages payable on completion interest on the balance of the purchase price at the rate of ten percent (10%) per annum calculated on a daily rate from the completion date to the actual date of completion to be added to the balance of the purchase price payable on completion; and
- (b) the vendor shall be entitled to serve a notice to complete making time of the essence of the Contract.

5.2 This clause shall not affect in any way other rights and remedies available to the vendor as a consequence of the purchaser's failure to complete this contract on or by the completion date. Further, the purchaser hereby acknowledges that interest at the aforesaid rate set out in paragraph 5.1(a) represents a genuine pre-estimate of liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the completion date. The purchaser further acknowledges that it is an essential condition of this contract that interest as provided by this clause is paid to the vendor on completion.

6. Incapacity

6.1 If either party (or if a party consists of more than one person, any one or more of them) is a natural person and prior to completion:-

- (a) dies; or
- (b) becomes a "mentally ill person" or "mentally disordered person" within the meaning of the *Mental Health Act 1990* or a "protected person" within the meaning of the *Protected Estates Act 1983*;
- (c) is declared bankrupt;
- (d) makes any assignment for the benefit of its creditors; or
- (e) enters into a scheme or arrangement with its creditors;

then at any time after the occurrence of any of those events the other party may rescind this contract whereupon the provisions of clause 19 shall apply.

6.2 If either party (or if a party consists of more than one entity, any one or more of the entities comprising that party) is a corporation and that corporation:-

- (a) has a liquidator, provisional liquidator, receiver, manager, receiver and manager or controller appointed to that corporation;
- (b) appoints or has appointed, an administrator of the corporation under the *Corporations Act 2001* or other similar legislation applicable to that corporation;

- (c) enters into any scheme or arrangement with its creditors or executes a Deed of Company Arrangement under the *Corporations Act 2001* or other similar legislation applicable to that corporation; or
- (d) is made subject to an order or an effective resolution passed for the winding up of that corporation;

then at any time after the occurrence of any of those events the other party may rescind this contract whereupon the provisions of clause 19 shall apply.

- 6.3 The parties acknowledge that the rights and remedies set out in this clause do not negate, limit or restrict any rights or remedies which would have been available to the other party had this clause not been included in this contract.

7. Warranty as to agent

The purchaser hereby warrants that the purchaser has not been introduced to the property by any agent other than the agent referred to herein and indemnifies the vendor from any claim for commission arising in breach of this warranty. This indemnity shall not merge on completion. The vendor warrants that the vendor has no other agency agreements with any other agent other than the agent referred to herein regarding the sale of this property.

8. Alterations to Contract

Each party hereof authorises his, her or their solicitor or any employee of that solicitor up until the date of this contract to make alterations to this Contract including the addition of annexures after execution up until the date of this contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this contract as if same was annexed prior to the contract being executed.

9. Merger

The parties agree that the provisions of this contract which are to apply after completion of it do not merge on completion.

10. Guarantee and Indemnity

In the event that the purchaser is a company:-

- (a) the purchaser shall cause the deed of guarantee and indemnity annexed hereto to be executed by the officers of the Purchaser and delivered to the Vendor's solicitors upon exchange of contracts;

noting that:-

- (b) this contract shall not be deemed to be binding upon the Vendor:-
 - (i) unless and until the said deed of guarantee and indemnity is delivered to the Vendor's solicitors; or
 - (ii) unless the Vendor waives the requirement of the Purchaser to comply with this condition noting that this clause is for the benefit of the Vendor only.

11. Completion conditional upon satisfactory soil test

- 11.1 Completion of this contract is conditional upon the vendor serving on the Purchaser a satisfactory soil test of the land.
- 11.2 The soil test shall be deemed to be satisfactory if the test returns a Class "H-D" or more favourable result pursuant to the classification criteria contained in Section 2 of *Australia Standard AS 2870-2011*.
- 11.3 In the event that the vendor serves a soil test on the purchaser and the soil test is not satisfactory the purchaser shall have a right to rescind this contract within (and only within) the 14 day period after service of the soil test.
- 11.4 In the event that the vendor has not served a soil test on the purchaser prior to the completion date, the purchaser shall be entitled to rescind this contract at any time thereafter but only prior to the service of a satisfactory soil test or 14 days after the service of an unsatisfactory soil test (whichever is applicable).
- 11.5 For the avoidance of doubt, if the purchaser has not given the vendor a valid notice of rescission pursuant to subclause 11.3 or 11.4 herein within the time frame stated in the relevant subclause, any right of rescission pursuant to that subclause lapses.
- 11.6 Notwithstanding the above, the purchaser acknowledges that the vendor makes no warranty as to the suitability of the land for the erection of a dwelling thereon. The purchaser will not be entitled to make any claim for compensation for damage occasioned to any building or structure arising from the soil type or drainage, be it surface or subterranean, that affects the subject allotment. This provision shall not merge on completion.

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga ABN 52 838 806 753
PROPERTY	Lot Lingiari Drive, Lloyd 2650 in an unregistered plan of subdivision of Lot 58 in DP 1255405

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

DETAILS					
Completion	21 days after service of notification of registration of plan of subdivision	Refer to clause(s):	Printed Condition 28.5 of the Contract		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Refer to clause(s):	Printed Condition 28.2 and 28.3 of the Contract as amended by Special Condition 3.4
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Refer to special condition 5.1 (a)		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA12/0332.06.		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Wagga Wagga City Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Only in the circumstances permitted upon the expiry of the sunset date noting printed 28.3 of the Contract.		

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)

The following prescribed documents are included in this disclosure statement (*select all that apply*).

- | | |
|---|--|
| <input checked="" type="checkbox"/> draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/management statement |
| <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/development contract |
| <input type="checkbox"/> proposed schedule of finishes | <input type="checkbox"/> draft strata management statement |
| <input type="checkbox"/> draft strata by-laws | <input type="checkbox"/> draft building management statement |
| <input type="checkbox"/> draft strata development contract | |

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

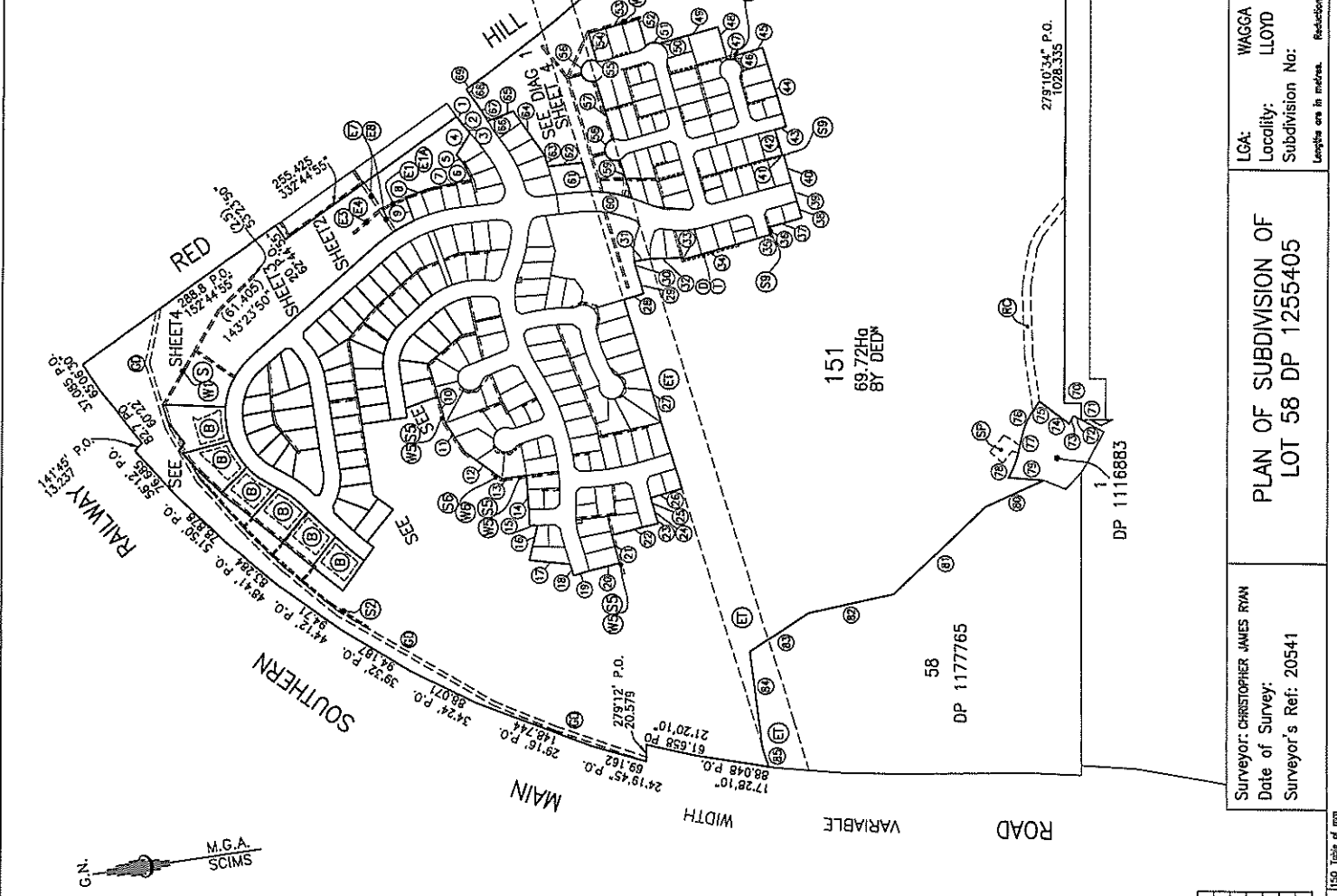
SCHEDULE OF P.O. SHORT BOUNDARIES

BDY	BEARING	DISTANCE	ARC	RADIUS
1	242°20'40"	5.88		
2	239°29'20"	11.16	11.165	112
3	235°38'10"	8.815		
4	310°15'	31.48		
5	239°30'	13.12		
6	252°11'	22.36		
7	357°16'	49.86		
8	348°39'	33.65		
9	258°40'	30.05		
10	282°50'30"	33.84		
11	245°21'40"	41.85		
12	224°25'35"	56.34		
13	180°50'20"	29.985		
14	275°36'20"	61.08		
15	187°3'55"	9.22		
16	281°34'05"	43.493		
17	194°15'10"	49.275		
18	281°58'15"	14.24		
19	171°58'15"	20.0		
20	175°57'50"	37.685		
21	83°57'50"	35.075		
22	173°57'50"	58.19		
23	81°58'15"	10.77		
24	83°04'40"	7.35	7.35	180
25	84°11'10"	14.06		
26	171°54'00"	39.19		
27	81°54'05"	156.465		
28	171°54'00"	25.035		
29	81°53'50"	31.535		
30	85°41'10"	9.245	9.25	89.555
31	179°28'10"	20.0		
32	186°16'20"	39.765		
33	262°52'30"	2.26		
34	172°33'55"	92.17		
35	173°04'20"	18.0		
36	82°52'30"	9.845		
37	172°52'30"	41.943		
38	82°52'30"	21.0		
39	82°35'30"	24.0		
40	82°52'30"	35.0		
41	352°52'30"	1.425		
42	82°52'30"	32.0		
43	172°52'30"	13.79		
44	82°52'30"	99.0		
45	352°52'30"	34.0		
46	307°59'30"	57.7		
47	84°3'00"	7.505	7.4	13
48	82°52'30"	41.085		
49	352°52'30"	70.06		
50	307°59'30"	2.17		
51	204°30'	18.55	19.785	16
52	82°52'30"	33.665		
53	352°52'30"	63.0		
54	262°52'30"	35.435		
55	237°49'35"	2.0	2.0	15
56	276°13'25"	24.205	50.56	13
57	261°53'50"	74.215		
58	261°58'25"	25.805	44.025	13
59	261°53'50"	48.715		
60	177°39'55"	49.921	50.121	162
61	81°54'00"	36.695		
62	157°50'	41.74		
63	81°56'20"	14.215		
64	83°41'30"	65.255		
65	347°15'20"	33.275		
66	68°03'10"	10.085		
67	65°12'00"	11.16	11.165	112
68	82°20'40"	25.675		
69	152°44'55"	7.115		
70	180°02'34"	20.115		
71	278°58'38"	20.115		
72	34°54'33"	10.283		
73	307°04'28"	10.965		
74	45°38'41"	45.939		
75	313°37'57"	12.154		
76	302°38'33"	34.315	34.522	90
77	291°39'09"	20.841		
78	360°33'41"	34.07	34.208	110

79	192°57'05"	43.053
80	344°09'	78.85
81	324°34'15"	153
82	356°01'20"	106.49
83	334°47'20"	84.87
84	271°24'10"	117.14
85	261°54'06"	25.12

- (E) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1177765)
- (E1) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 1177765)
- (E2) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 1177765)
- (E3) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP 1177765)
- (E4) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP 1177765)
- (E5) EASEMENT TO DRAIN SEWAGE 4 WIDE (DP 1177765)
- (E6) EASEMENT TO DRAIN WATER 4 WIDE (DP 1177765)
- (E7) EASEMENT TO DRAIN WATER 4 WIDE (DP 1177765)
- (E8) EASEMENT FOR TRANSMISSION LINE 45 WIDE (DP 646237, DEALING 1720505)
- (E9) EASEMENT FOR SEWERAGE PURPOSES VARIABLE WIDTH (DP 1116883)
- (E10) EASEMENT FOR GAS DISTRIBUTION MAIN 5 WIDE (DP 1028948, DEALING 8097878)
- (E11) RIGHT OF CARRIAGEWAY 10 WIDE (DP 1116883)
- (E12) EASEMENT FOR PIPELINE AND ACCESS 5 WIDE AND VARIABLE (DP 847668)
- (E13) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1229144)
- (E14) EASEMENT TO DRAIN SEWAGE 2.5 WIDE (DP 1229144)
- (E15) EASEMENT TO DRAIN SEWAGE 2 WIDE AND VARIABLE WIDTH (DP 1244414)
- (E16) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1229144)
- (E17) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1244414)
- (E18) EASEMENT TO DRAIN SEWAGE 2.5 WIDE (DP 1255405)
- (E19) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1255405)
- (E20) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP 1255405)
- (E21) EASEMENT TO DRAIN WATER 3 WIDE (DP 1255405)

- (S) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (Z) EASEMENT TO DRAIN SEWAGE 2 WIDE
- (S3) EASEMENT TO DRAIN SEWAGE 2.9 WIDE
- (W) EASEMENT TO DRAIN WATER 2.5 WIDE
- (W4) EASEMENT TO DRAIN WATER 2.9 WIDE
- (B) RESTRICTION ON THE USE OF LAND
- (V) VARIABLE WIDTH (BUILDING ENVELOPE)



DP 1116883

151
69.72Ha
BY DEED

DP 1177765

DP 702816

279°10'34" P.O.
1028.335

189°10' P.O.
159.25 P.O.

1239

CHORD 139°55'30" - 856.98 P.O.
ARC 866.2 RAD 1835 P.O.

Registered

WAGGA WAGGA

Locality: LLOYD

Subdivision No:

Lengths are in metres. Reduction Ratio 1:400

PLAN OF SUBDIVISION OF
LOT 58 DP 1255405

Surveyor: CHRISTOPHER JAMES RYAN

Date of Survey:

Surveyor's Ref: 20541

DP DRAFT



REFERENCE MARK TABLE

COR	MARK	BEARING	DISTANCE	ORIGIN
A	RNDH&W	217.48°	5.21	PLACED
B	RNDH&W	232.40°	14.46	PLACED
C	RNDH&W	242.26°	5.685	PLACED
D	RNDH&W	239.29°	14.275	PLACED
E	RNDH&W	212.22°	6.105	PLACED
F	RNDH&W	219.06°	14.78	PLACED
G	RNDH&W	187.55°	5.725	PLACED
H	RNDH&W	183.95°	14.285	PLACED
I	RNDH&W	167.47°	5.645	PLACED
J	RNDH&W	202.24°	6.135	PLACED
K	RNDH&W	186.21°	14.44	PLACED
L	RNDH&W	202.36°	15.375	DP 1177665
M	RNDH&W	222.33°	15.04	PLACED
N	RNDH&W	241.102°	5.685	PLACED
O	RNDH&W	238.716°	14.27	PLACED
P	RNDH&W	265.03°	6.485	PLACED
Q	RNDH&W	248.48°	14.625	PLACED
R	RNDH&W	209.47°	16.315	PLACED
S	RNDH&W	225.07°	5.78	PLACED
T	RNDH&W	231.03°	14.38	PLACED

SHORT BOUNDARY TABLE

BBY	BEARING	DISTANCE	ARC RADIUS
66	337.2530°	41.285	41.37
67	145.4840°	13.985	13.99
68	145.5540°	1.0	1.0
69	272.2555°	5.455	5.585
70	281.5620°	17.725	17.775
71	296.3615°	18.01	18.06
72	311.2305°	18.01	18.06
73	322.3725°	9.355	9.4
74	329.3300°	10.745	10.75
75	150.3820°	11.63	11.64
76	146.2815°	1.0	1.0
77	126.0615°	34.8	35.545
78	97.5805°	13.52	13.56
79	86.2945°	11.0	11.01
80	77.1510°	18.0	18.03
81	63.5815°	23.575	23.645

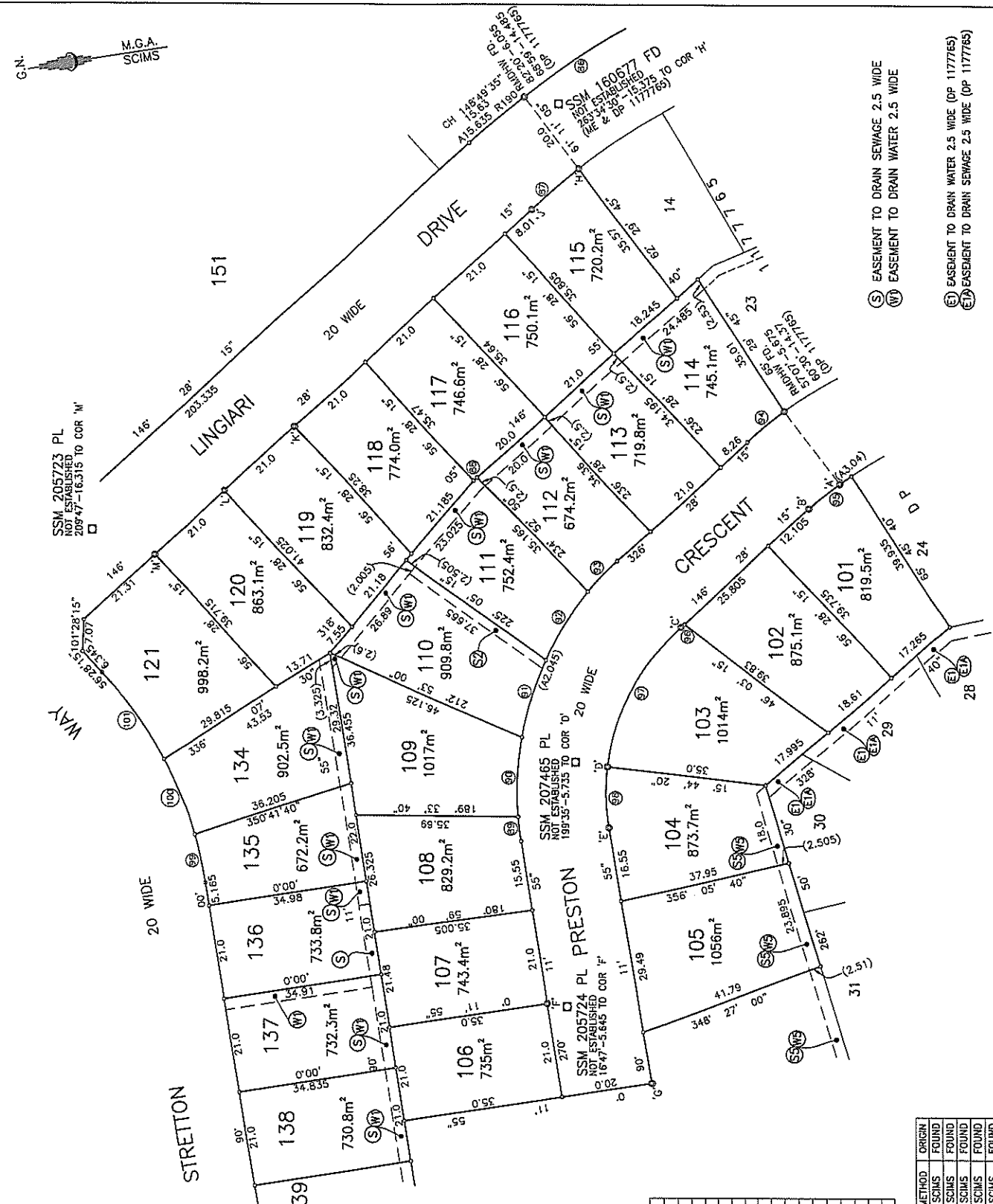
PERMANENT MARK CONNECTIONS

X	Y	MARK	CLASS	ORIGIN
164406	1327.10	SSM 164406	SSM	184.919 MEAS
139315	1551.651	SSM 139315	SSM	184.915 MGA
177948	1551.655	SSM 177948	SSM	352.551 MEAS
177548	306.2354	SSM 177548	SSM	352.543 MGA
164406	306.2354	SSM 164406	SSM	236.808 MEAS
164406	306.2358	SSM 164406	SSM	236.597 MGA
139317	1308.14	SSM 139317	SSM	104.380 MEAS
139319	1308.28	SSM 139319	SSM	104.385 MGA
139319	88.1542	SSM 139319	SSM	120.243 MEAS
139319	88.1540	SSM 139319	SSM	120.238 MGA
139315	304.5121	SSM 139315	SSM	135.747 MEAS
164406	304.5119	SSM 164406	SSM	135.743 MGA
177892	264.0657	SSM 177892	SSM	94.524 MEAS
177892	331.0673	SSM 177892	SSM	98.171 MEAS
194454	60.4109	SSM 194454	SSM	211.377 MEAS
194454	87.5724	SSM 194454	SSM	43.619 MEAS
194453	94.3828	SSM 194453	SSM	73.312 MEAS
194453	65.3758	SSM 194453	SSM	64.791 MEAS

CO-ORDINATE SCHEDULE

MARK	M.G.A. EASTING	M.G.A. NORTHING	CLASS	ORDER	METHOD	ORIGIN
SSM 164406	528.935743	6.111.372.108	D	4	SOIMS	FOUND
SSM 139315	528.978744	6.111.551.872	D	4	SOIMS	FOUND
SSM 177948	529.126.098	6.111.231.768	D	4	SOIMS	FOUND
SSM 139317	528.969.955	6.111.470.680	D	4	SOIMS	FOUND
SSM 139319	529.090.087	6.111.474.327	D	4	CAD/TRAV.	PLACED
SSM 194453	528.841.76	6.111.350.42	D	U	CAD/TRAV.	PLACED
SSM 194454	528.910.95	6.111.443.95	D	U	CAD/TRAV.	PLACED
SSM 194454	528.794.34	6.111.445.34	D	U	CAD/TRAV.	PLACED
SSM 194455	528.837.91	6.111.448.89	D	U	CAD/TRAV.	PLACED

M.G.A. CO-ORDINATES OBTAINED FROM SCIMS AS AT 1 OCTOBER 2018
 COMBINED SCALE FACTOR 0.999572 ZONE 55 MGA DATUM: GDA 84
 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200



Surveyor: CHRISTOPHER JAMES RYAN
 Date of Survey: [Blank]
 Surveyor's Ref: 20541

PLAN OF SUBDIVISION OF
 LOT 58 DP 1255405

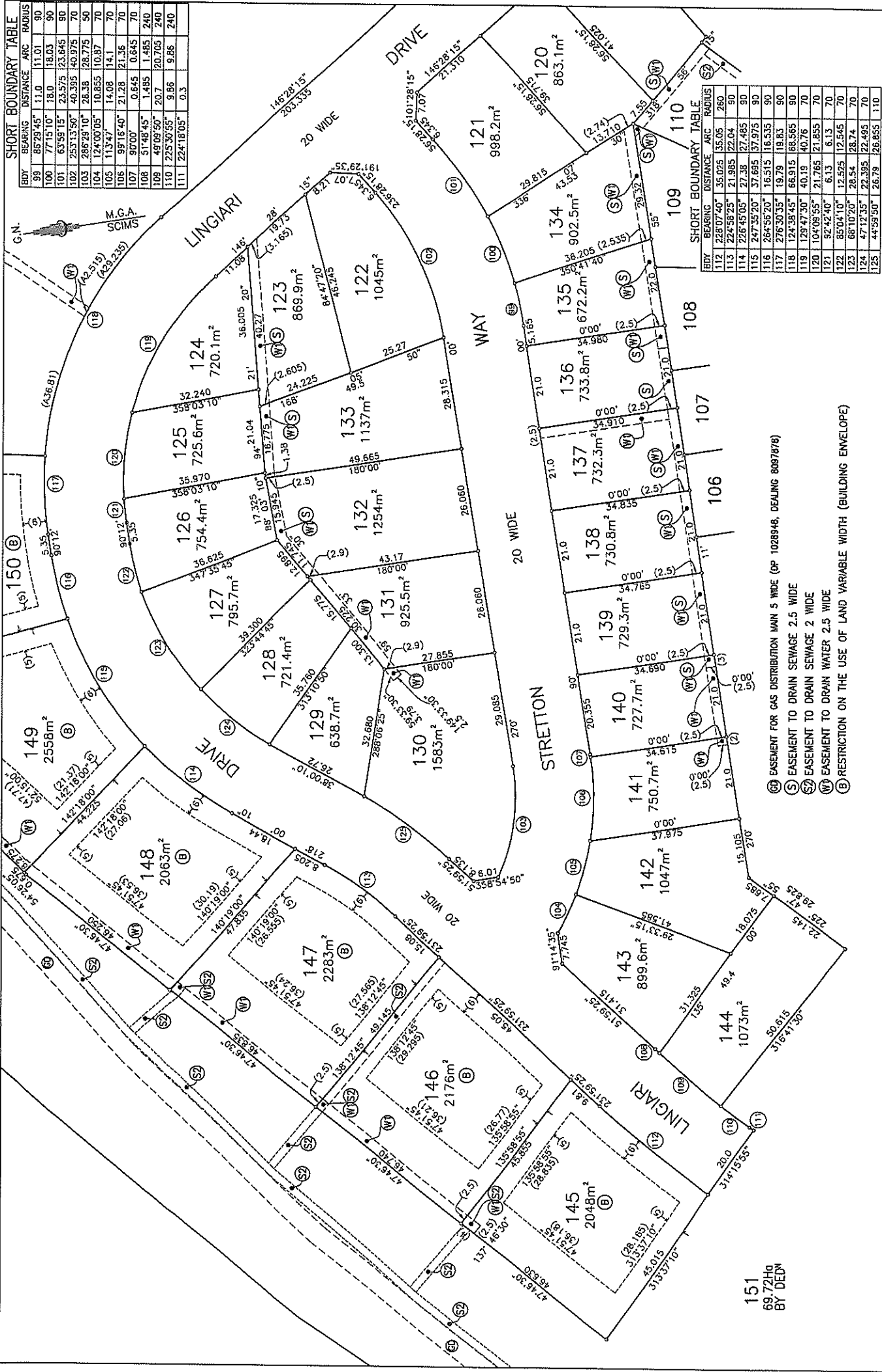
LOA: WAGGA WAGGA
 Locality: LLOYD
 Subdivision No: [Blank]

Registered

DP DRAFT

Reduction Ratio 1:500
 Lengths are in metres.

- (S) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (M) EASEMENT TO DRAIN WATER 2.5 WIDE
- (E) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1177765)
- (EA) EASEMENT TO DRAIN SEWAGE 2.5 WIDE (DP 1177765)



SHORT BOUNDARY TABLE

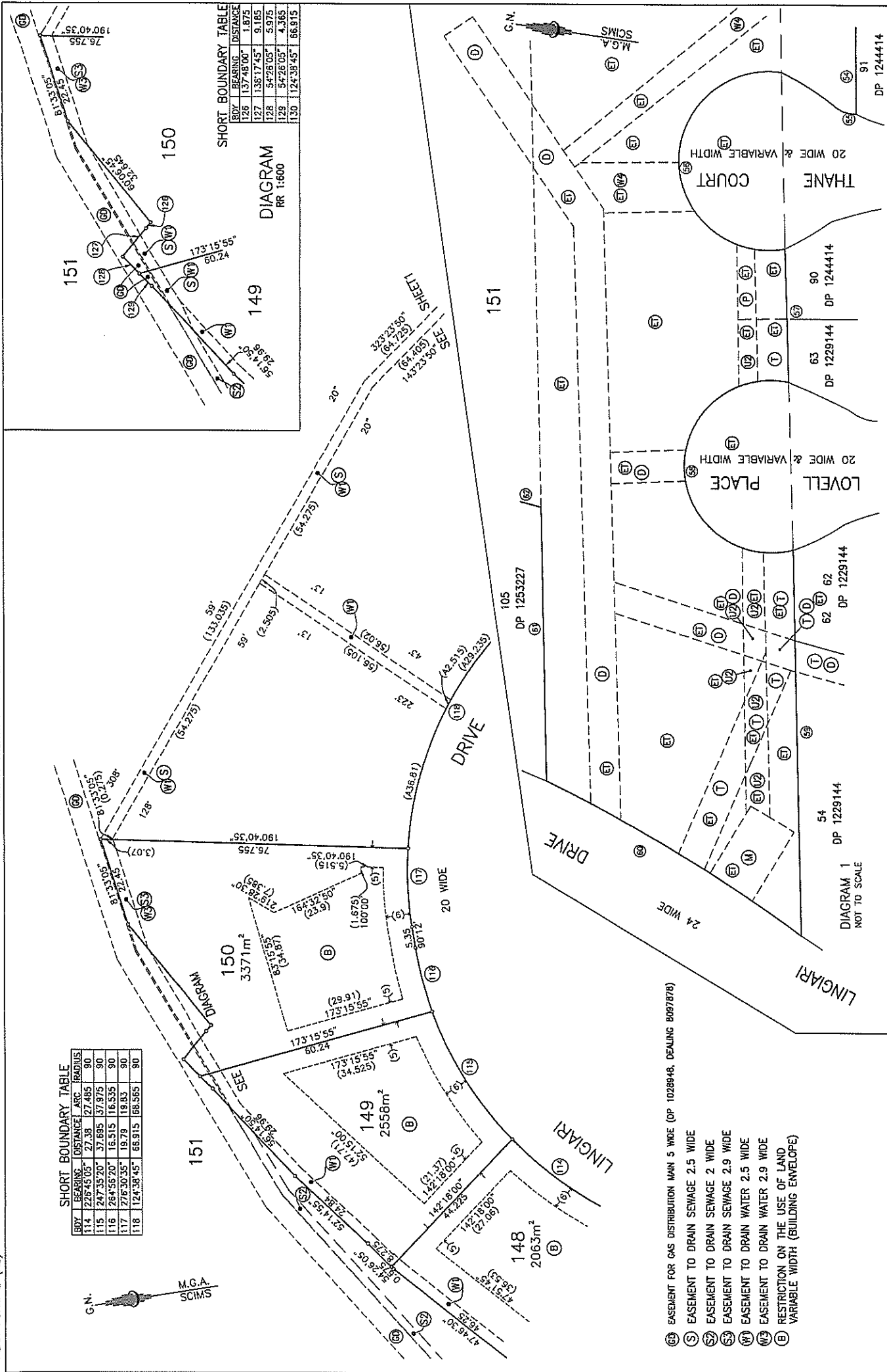
BDY	BEARING	DISTANCE	ARC	RADIUS
99	86°29'45"	11.0	11.01	90
100	77°15'10"	18.0	18.03	90
101	63°58'15"	23.575	23.645	90
102	253°13'50"	40.395	40.975	70
103	286°28'10"	28.38	28.775	50
104	124°00'05"	10.855	10.87	70
105	113°42'	14.08	14.1	70
106	99°18'40"	21.28	21.36	70
107	90°00'	0.645	0.645	70
108	51°48'45"	1.485	1.485	240
109	49°09'50"	20.7	20.705	240
110	225°30'55"	9.86	9.86	240
111	124°18'05"	0.3		

SHORT BOUNDARY TABLE

BDY	BEARING	DISTANCE	ARC	RADIUS
112	228°07'40"	35.025	35.05	260
113	224°58'25"	21.985	22.04	90
114	265°45'05"	27.36	27.465	90
115	247°35'20"	37.695	37.975	90
116	264°56'20"	16.515	16.535	90
117	276°30'35"	19.79	19.83	90
118	124°38'45"	66.915	68.585	90
119	129°47'30"	40.19	40.76	70
120	104°09'55"	21.765	21.855	70
121	104°42'40"	6.13	6.13	70
122	85°04'10"	12.525	12.545	70
123	68°10'20"	28.54	28.74	70
124	47°12'35"	22.395	22.495	70
125	44°59'50"	26.79	26.865	110

- (B) EASEMENT FOR GAS DISTRIBUTION MAIN 5 WIDE (DP 1028948, DEALING 8097878)
- (S) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (W) EASEMENT TO DRAIN SEWAGE 2 WIDE
- (W) EASEMENT TO DRAIN WATER 2.5 WIDE
- (B) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (BUILDING ENVELOPE)

Surveyor: CHRISTOPHER JAMES RYAN Date of Survey: Surveyor's Ref: 20541	PLAN OF SUBDIVISION OF LOT 58 DP 1255405	Registered LGA: WAGGA WAGGA Locality: LLOYD Subdivision No: Lengths are in metres. Reduction Ratio: 1:500
DP DRAFT		



SHORT BOUNDARY TABLE

BDY	BEARING	DISTANCE	ARC RADIUS
114	226°45'05"	27.38	27.485 90
115	124°38'45"	56.915	56.915 90
116	284°58'20"	16.515	16.535 90
117	276°30'35"	19.78	19.83 90
118	124°38'45"	56.915	56.915 90

SHORT BOUNDARY TABLE

BDY	BEARING	DISTANCE
126	137°48'00"	1.875
127	138°17'45"	9.185
128	54°26'05"	5.975
129	54°26'05"	4.365
130	124°38'45"	56.915

DIAGRAM
RR 1:600

- (G) EASEMENT FOR GAS DISTRIBUTION MAIN 5 WIDE (DP 1028946, DEALING 8097878)
- (S) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (S2) EASEMENT TO DRAIN SEWAGE 2 WIDE
- (S3) EASEMENT TO DRAIN SEWAGE 2.9 WIDE
- (W) EASEMENT TO DRAIN WATER 2.5 WIDE
- (W2) EASEMENT TO DRAIN WATER 2.9 WIDE
- (B) RESTRICTION ON THE USE OF LAND
- (B) VARIABLE WIDTH (BUILDING ENVELOPE)

Surveyor: CHRISTOPHER JAMES RYAN
Date of Survey:
Surveyor's Ref: 20541

PLAN OF SUBDIVISION OF
LOT 58 DP 1255405

LGA: WAGGA WAGGA
Locality: LLOYD
Subdivision No:
Lays are in metres. Reduction Ratio 1:500

Registered
DP 1244414

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

(Sheet 1 of 9 sheets)
Plan of Subdivision of Lot 58 DP 1255405
and covered by Council's Certificate No.
dated 2020

**Full name and address
of the owner of the land
Lot 58 DP 1255405**

**The Trustees of the Roman Catholic Church
for the Diocese of Wagga Wagga
205 Tarcutta Street
Wagga Wagga NSW 2650**

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain sewage 2.5 wide (shown as S on the plan)	109 to 114 (inclusive), 123, 132 to 140 (inclusive) & 151	The Council of the City of Wagga Wagga
2	Easement to drain sewage 2 wide (shown as S2 on the plan)	110, 145, 146, 147 & 151	The Council of the City of Wagga Wagga
3	Easement to drain sewage 2.9 wide (shown as S3 on the plan)	150	The Council of the City of Wagga Wagga
4	Easement to drain water 2.5 wide (shown as W1 on the plan)	109 to 114 (inclusive), 123, 130 to 140 (inclusive), 145 to 148 (inclusive) and 151	The Council of the City of Wagga Wagga
5	Easement to drain water 2.9 wide (shown as W3 on the plan)	150	The Council of the City of Wagga Wagga
6	Positive Covenant	Each and every lot excluding lot 151	The Council of the City of Wagga Wagga
7	Restriction on the use of land	145 to 150 (inclusive)	The Council of the City of Wagga Wagga
8	Restriction on the use of land	Each and every lot excluding lot 151	Each and every other lot excluding lot 151

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

(Sheet 2 of 9 sheets)
Plan of Subdivision of Lot 58 DP 1255405
and covered by Council's Certificate No.
dated 2020

PART 2

1. Terms of Positive Covenant sixthly referred to in the plan:

(1) Pervious to Impervious Ratio

- (a) The lot must be developed and maintained at all times after an Occupation Certificate is issued for any dwelling on the lot so that a pervious to impervious ratio of the surface area treatments of 20:80 is achieved in accordance with the plan entitled *Lloyd West Stage 1 Impervious/Pervious Calculation Plan* approved and held by Council.
- (b) The land area to be included in the calculation of 20:80 ratio shall include the entire lot and the area of the road reserve immediately adjacent to the lot.
- (c) The area of the road reserve adjacent to the lot to be included shall be measured as follows: between a line drawn as a continuation of the side boundaries of the lot (where they meet the front boundary) to the centre line of the road (being a line along the centre of the road equidistant from the front boundaries of the lots adjacent to it); noting that:
 - (i) no area of any road reserve shall be apportioned to more than one lot for the purposes of this calculation;
 - (ii) for corner lots, the road reserve to be included in calculations will extend around the corner; and
 - (iii) lots that are further subdivided under community title or strata subdivision shall be calculated on the underlying Torrens title allotment.

(2) Road Reserve

The owner of the lot must retain the existing impervious nature of the finished surface of the road reserve immediately adjacent to the lot from the property boundary to the kerb of the road (being the area defined by the lateral extent of a line drawn as a continuation of the side boundaries of the lot where they meet the front boundary) unless the road reserve is done in accordance with the standards set out in the *Landscaping of Nature Strips – Guidelines and Applications* and the *Street Tree Master Plan (as amended)* as approved by Council and it complies with Council's policy 008 *Road Reserve Policy* as amended from time to time. All establishment and maintenance works shall be at the cost of the lot owner.

(3) Gardens and landscaping

All gardens and landscaping on every lot shall be constructed and maintained in accordance with the *Lloyd Landscaping and Garden Design Guideline* prepared by MJM Consulting and approved of by Council.

(4) Cats

Any cats (*Felis Catus*) living on a lot and under the ownership or control of a resident of that lot shall be controlled in such a way so as to prevent such cat roaming freely outdoors between sunset and sunrise.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

(Sheet 3 of 9 sheets)
Plan of Subdivision of Lot 58 DP 1255405
and covered by Council's Certificate No.
dated 2020

(5) Fixed irrigation systems and grey water

The owner of a lot must not install:-

- (a) fixed irrigation systems between the lot boundary and the adjacent kerb alignment; and
- (b) grey water re-use systems in any dwelling.

2. **Name of Person or Authority Empowered to Release, Vary or Modify Positive Covenant sixthly referred to in the Plan:**

The Council of the City of Wagga Wagga.

3. **Terms of restriction on the use of the land seventhly referred to in the plan:**

- (a) No buildings shall be erected outside the 80:20 non-pervious to pervious development envelope shown on the plan ("the Development Envelope"), except non-habitable buildings with any roof having gutters and associated pipes designed to collect and distribute all rainwater falling on the roof of the building to the Wagga Wagga City Council stormwater drainage system servicing the lot.
- (b) No vegetation shall be planted or allow to remain outside the Development Envelope other than native vegetation that:-
 - (i) accords with any applicable guidelines under the Planting for Bushfire Protection 2019 publication of the NSW Rural Fire Service; and that
 - (ii) does not require watering other than from rain events; and
 - (iii) no fixed irrigation system shall be installed outside the Development Envelope.

4. **Name of Person or Authority Empowered to Release, Vary or Modify Restriction on Use of Land seventhly referred to in the Plan:**

The Council of the City of Wagga Wagga.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

(Sheet 4 of 9 sheets)
Plan of Subdivision of Lot 58 DP 1255405
and covered by Council's Certificate No.
dated 2020

5. Terms of restrictions on the use of the land eighthly referred to in the plan:

(1) Buildings and structures

- (a) No more than one Main Building shall be erected or allowed to remain on any lot except for a Unit Lot upon which multiple units may be erected.
- (b) No Main Building shall have a floor area of less than 140 square metres under the main roof exclusive of any verandahs, carports or garages noting that this restriction shall not apply to a Unit Lot if multiple units are erected on such lot.
- (c) No Main Building or garage shall:-
 - (i) have external walls consisting of material other than brick, brick veneer, stone, hebel blocks or panels, cement block or concrete construction, or 'weathertex' (or its equivalent) noting that panels of glass shall be permitted provided that at least 90% of the walls consists of the aforementioned materials; and/or
 - (ii) have roofing other than of slate, tile or Steel Sheet materials.
- (d) No Main Building, garage or other out building may be erected on any lot which is not constructed entirely of new materials or which has been wholly or substantially assembled off the lot whether as a previously occupied building or otherwise.
- (e) No building or improvements including, but not limited to, any swimming pool shall be constructed without the proprietor of the lot obtaining a soil test for such lot and the registered proprietor of such lot agrees to comply with any conditions emanating from such report and further agrees to release the Trustees from any claim arising from the use of fill
- (f) No building (other than a Main Building or garage) shall:-
 - (i) Be or be allowed to remain constructed of material other than brick, brick veneer or Steel Sheet;
 - (ii) Have a roof constructed or allowed to remain constructed of material other than tile, slate or Steel Sheet;
 - (iii) Have or allowed remaining with a floor area greater than 65 square metres; and/or
 - (iv) Exceed at any point or allow any point to remain in excess of 3 metres in height above ground floor level.
- (g) No carport shall be permitted to be erected or to remain and no garage shall be permitted to be erected or to remain unless it is constructed with a pitched roof.
- (h) No advertising signs or awnings shall be erected or be displayed or be allowed to remain other than street numbers and house names which shall not exceed 60 centimetres x 30 centimetres in size.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

(Sheet 5 of 9 sheets)
Plan of Subdivision of Lot 58 DP 1255405
and covered by Council's Certificate No.
dated 2020

(2) Use

- (a) No Main Building shall be used or allowed to be used for any purpose other than as a private dwelling house and shall not nor shall any part thereof be used or allowed to be used for a residential unit, strata unit or flat save for a Unit Lot upon which multiple units have been erected.
- (b) No lot or building thereon shall be used for any noxious, noisome or offensive trade or calling.

(3) Fencing and retaining walls

- (a) No fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height) shall be erected between the front street alignment and the building line, provided that this shall not apply to any corner lot.
- (b) In the case of a corner lot no fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height) shall be erected any closer to the front street alignment than the dwelling house erected on the lot.
- (c) No fencing other than steel sheet fencing:-

- (i) the colour of the coating of which is the "colorbond" colour known as "sandstone", "riverstone" or equivalent colour; and
- (ii) not exceeding 2 metres in height relative to the highest level of the land within 1 metre of either side of the fence,

shall be erected along the remaining boundaries provided that:-

- (iii) in the case of a corner lot this restriction shall apply to one frontage only;
- (d) During the ownership of any adjoining land by The Trustees, no fence shall be:-
 - (i) erected on any lot to divide it from any such adjoining lot; or
 - (ii) once erected - repaired, maintained or replaced,

without the consent of the Trustees but such consent shall not be withheld if such fence is erected, repaired, maintained or replaced without expense to the Trustees.

(4) Interpretation

In these restrictions on the use of the land, the following terms have the corresponding meanings:-

- (a) "Main Building" means the dwelling and any structures sharing the same roof or attached thereto such as a garage;
- (b) "the Trustees" means the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga or any entity to which the benefit of a restriction in favour of the former is assigned;

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan: (Sheet 6 of 9 sheets)
Plan of Subdivision of Lot 58 DP 1255405
and covered by Council's Certificate No.
dated 2020

- (c) "Steel Sheet" when herein used shall mean aluminium/zinc coated or galvanised steel sheet with one of the following finishes:-
 - (i) silicone polyester pre-finished baked onto one or both sides;
 - (ii) 0.215 millimetres thick vinyl film laminated onto one or both sides; or
 - (iii) acrylic film pre-finished to one or both sides; and
- (d) "Unit Lot" means Lots 121, 122, 130 and 143.

6. Name of Person or Authority Empowered to Release, Vary or Modify Restrictions on Use of Land eighthly referred to in the Plan:

The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga until the expiry of ten (10) years from the date on which the abovementioned plan is registered is a deposited plan thereafter by the person or person in whom the legal estate is for the time being vested in the land in the said deposited plan (other than street or public areas) having a common boundary with the land burdened provided that any such release, variation or modification shall, if approved, be made and done in all respects of the cost and expense of the person requesting such release, variation or modification.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

(Sheet 7 of 9 sheets)
Plan of Subdivision of Lot 58 DP 1255405
and covered by Council's Certificate No.
dated 2020

**EXECUTED by
THE TRUSTEES OF THE
ROMAN CATHOLIC CHURCH FOR
THE DIOCESE OF WAGGA WAGGA**
by its duly appointed under power of
attorneys under power of attorney
Book 4718 No 969 in the presence of:-

Signature of Witness

Signature of attorney

Name of Witness

Full Name of attorney

Address of Witness

Signature of Witness

Signature of attorney

Name of Witness

Full Name of attorney

Address of Witness

Signature of Witness

Signature of attorney

Name of Witness

Full Name of attorney

Address of Witness

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA

Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

(Sheet 8 of 9 sheets)
Plan of Subdivision of Lot 58 DP 1255405
and covered by Council's Certificate No.
dated 2020

WAGGA WAGGA CITY COUNCIL by its
authorised delegate pursuant to Section 377
of the *Local Government Act, 1919*:

Signature of witness

Signature of delegate

Name of witness

Name of delegate

Address of witness

EXECUTED by
ESSENTIAL ENERGY
by its duly appointed attorney under
Power of Attorney Book 4677 No. 684
in the presence of:-

Signature of attorney

Signature of Witness

Name and Title of attorney

Name of Witness

Signature of attorney

Name and Title of attorney

APPROVED BY THE COUNCIL
OF THE CITY OF WAGGA WAGGA

Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

(Sheet 9 of 9 sheets)
Plan of Subdivision of Lot 58 DP 1255405
and covered by Council's Certificate No.
dated 2020

EXECUTED by
TELSTRA CORPORATION
by its duly appointed attorney under
Power of Attorney Book No.
in the presence of:-

Signature of attorney

Signature of Witness

Name and Title of attorney

Name of Witness

Signature of attorney

Name and Title of attorney



FOLIO: 58/1255405

SEARCH DATE	TIME	EDITION NO	DATE
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9/11/2020	10:08 AM	3	14/4/2020

LAND

LOT 58 IN DEPOSITED PLAN 1255405
 AT LLOYD
 LOCAL GOVERNMENT AREA WAGGA WAGGA
 PARISH OF SOUTH WAGGA WAGGA COUNTY OF WYNYARD
 TITLE DIAGRAM DP1255405

FIRST SCHEDULE

THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE DIOCESE
 OF WAGGA WAGGA (T AQ32516)

SECOND SCHEDULE (35 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
- 3 I720505 EASEMENT FOR TRANSMISSION LINE 45 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 2220250 EASEMENT NOW VESTED IN NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY
- 4 DP847668 EASEMENT FOR PIPELINE AND ACCESS 5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 8097878 EASEMENT FOR GAS DISTRIBUTION MAIN 5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1116883 POSITIVE COVENANT REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 7 DP1116883 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 8 DP1116883 EASEMENT FOR SEWERAGE PURPOSES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1116883 RIGHT OF CARRIAGEWAY 10 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 AP725295 VARIATION OF EASEMENT DP1116883 TERMS VARIED
- 10 DP1177765 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1177765 EASEMENT TO DRAIN SEWAGE 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (35 NOTIFICATIONS) (CONTINUED)

- 12 DP1177765 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1177765 EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1177765 EASEMENT TO DRAIN SEWAGE 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1177765 EASEMENT TO DRAIN WATER 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 AH473267 LEASE TO TELSTRA CORPORATION LIMITED OF THE AREA HATCHED IN PLAN WITH AH473267. COMMENCES 10/12/2017. EXPIRES: 9/12/2022.
- 17 AH473268 LEASE TO TELSTRA CORPORATION LIMITED OF THE AREA HATCHED IN PLAN WITH AH473268. COMMENCES 10/12/2022. EXPIRES: 9/12/2027.
- 18 AH473269 LEASE TO TELSTRA CORPORATION LIMITED OF THE AREA HATCHED IN PLAN WITH AH473269. COMMENCES 10/12/2027. EXPIRES: 9/12/2032.
- 19 DP1229144 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 20 DP1229144 EASEMENT TO DRAIN SEWAGE 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 21 DP1229144 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 22 DP1229144 RESTRICTION(S) ON THE USE OF LAND
- 23 DP1229144 POSITIVE COVENANT
- 24 DP1229144 EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 25 DP1229144 EASEMENT FOR UNDERGROUND POWERLINES 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 26 DP1244414 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 27 DP1244414 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 28 DP1244414 EASEMENT FOR UNDERGROUND POWERLINES 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 29 DP1255405 EASEMENT TO DRAIN SEWAGE 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 30 DP1255405 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 31 DP1255405 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 32 DP1255405 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE

END OF PAGE 2 - CONTINUED OVER

FOLIO: 58/1255405

PAGE 3

SECOND SCHEDULE (35 NOTIFICATIONS) (CONTINUED)

- PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
33 DP1261937 RIGHT OF CARRIAGEWAY 15 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN DP1261937
34 DP1261937 RIGHT OF CARRIAGEWAY 15 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
* 35 AQ493208 CAVEAT BY ESSENTIAL ENERGY

NOTATIONS

UNREGISTERED DEALINGS: PP DP1267097.

*** END OF SEARCH ***

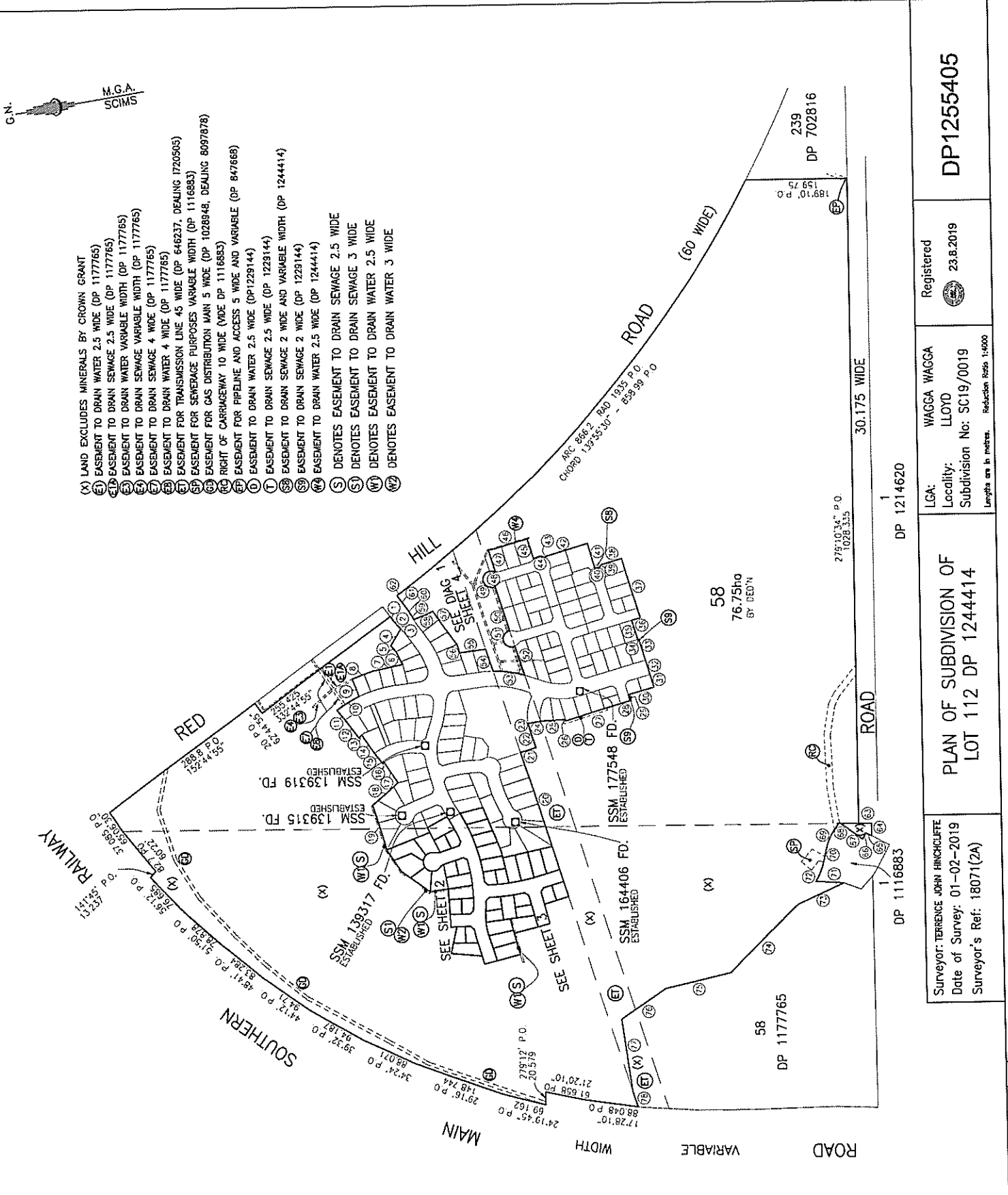
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PRINTED ON 9/11/2020

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

SCHEDULE OF P.O. SHORT BOUNDARIES

BDY	BEARING	DISTANCE	ARC	RADIUS
1	247°20'40"	5.88		
2	239°29'20"	11.16	11.165	112
3	235°38'10"	6.915		
4	310°15'	31.48		
5	235°30'	13.12		
6	259°11'	22.36		
7	357°16'	49.80		
8	348°39'	33.95		
9	285°40'	30.06		
10	337°25'30"	41.285	41.37	180
11	241°11'05"	20		
12	242°29'45"	35.57		
13	146°54'40"	6.235		
14	245°29'45"	35.01		
15	247°37'50"	20		
16	153°43'10"	3.04	3.04	80
17	245°45'30"	38.935		
18	326°11'40"	53.875		
19	262°50'30"	25.535		
20	81°54'05"	38.485		
21	171°52'	25.035		
22	81°53'50"	31.535		
23	85°41'10"	9.245	9.25	89.555
24	179°28'	20		
25	186°16'20"	39.765		
26	282°52'30"	2.76		
27	172°33'55"	92.17		
28	173°04'20"	16		
29	82°52'30"	9.845		
30	172°52'30"	41.945		
31	82°52'30"	21		
32	82°52'30"	24		
33	82°52'30"	35		
34	352°52'30"	1.425		
35	82°52'30"	37		
36	172°52'30"	13.79		
37	82°52'30"	99		
38	352°52'30"	34		
39	307°52'30"	5.77		
40	84°3'	7.305	7.4	13
41	82°52'30"	41.685		
42	352°52'30"	70.006		
43	307°32'30"	2.17		
44	2°04'30"	18.55	19.785	16
45	82°52'30"	33.685		
46	352°52'30"	63		
47	262°52'30"	35.435		
48	23°49'35"	2	2	15
49	276°13'25"	24.205	50.56	13
50	261°53'50"	74.215		
51	261°38'25"	25.805	44.025	13
52	261°33'50"	48.715		
53	17°35'55"	49.92	50.12	162
54	81°54'	38.695		
55	1°57'50"	41.74		
56	81°56'20"	14.215		
57	81°41'30"	65.265		
58	347°15'20"	33.275		
59	88°03'30"	10.685		
60	65°12'	11.16	11.165	112
61	67°20'40"	25.675		
62	152°44'55"	7.115		
63	189°02'35"	20.115		
64	278°56'25"	20.115		
65	34°54'35"	10.765		
66	307°04'30"	10.865		
67	45°38'40"	45.4		
68	313°37'55"	12.155		
69	302°48'35"	34.315	34.525	90
70	291°39'10"	20.84		
71	360°33'40"	34.97	34.21	110
72	192°57'05"	43.055		
73	344°09'	78.85		
74	324°34'15"	115.3		
75	336°01'20"	106.99		
76	334°37'20"	84.97		
77	271°24'10"	117.14		
78	281°54'05"	25.12		



- (X) LAND EXCLUDES MINERALS BY CROWN GRANT
- (E1) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1177765)
- (E2) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1177765)
- (E3) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 1177765)
- (E4) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP 1177765)
- (E5) EASEMENT TO DRAIN WATER 4 WIDE (DP 1177765)
- (E6) EASEMENT TO DRAIN WATER 4 WIDE (DP 1177765)
- (E7) EASEMENT FOR TRANSMISSION LINE 45 WIDE (DP 646237, DEALING 1720505)
- (E8) EASEMENT FOR SEWAGE PURPOSES VARIABLE WIDTH (DP 1116883)
- (E9) EASEMENT FOR GAS DISTRIBUTION MAIN 5 WIDE (DP 1028848, DEALING 8097878)
- (E10) EASEMENT FOR PIPELINE AND ACCESS 5 WIDE AND VARIABLE (DP 847668)
- (E11) EASEMENT TO DRAIN WATER 2.5 WIDE (DP1229144)
- (E12) EASEMENT TO DRAIN SEWAGE 2.5 WIDE (DP 1229144)
- (S1) EASEMENT TO DRAIN SEWAGE 2 WIDE AND VARIABLE WIDTH (DP 1229144)
- (S2) EASEMENT TO DRAIN SEWAGE 2 WIDE (DP 1229144)
- (S3) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1244414)
- (S4) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1244414)
- (M1) DENOTES EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (M2) DENOTES EASEMENT TO DRAIN SEWAGE 3 WIDE
- (M3) DENOTES EASEMENT TO DRAIN WATER 2.5 WIDE
- (M4) DENOTES EASEMENT TO DRAIN WATER 3 WIDE

Surveyor: TERENCE JOHN HINCHLIFE
 Date of Survey: 01-02-2019
 Surveyor's Ref: 18071(2A)

PLAN OF SUBDIVISION OF
 LOT 112 DP 1244414

LGA: WAGGA WAGGA
 Locality: LLOYD
 Subdivision No: SC19/0019
 Registered 23.8.2019
 DP1255405

DP 1116883
 DP 1214620
 DP 702816

Lengths are in metres. Reduction Basis 1:5000

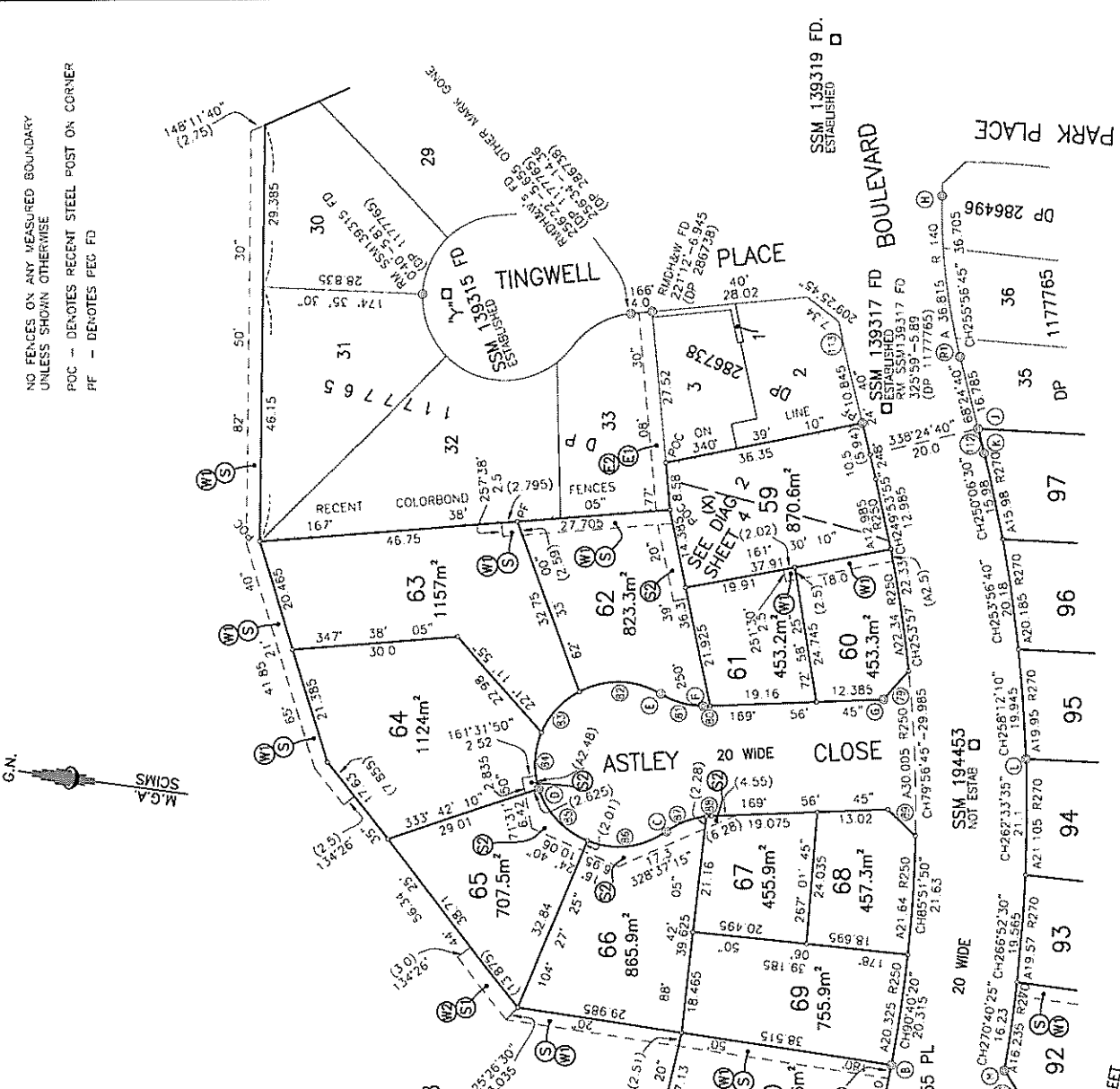
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHORT BOUNDARY TABLE

BDY	BEARING	DISTANCE	ARC	RADIUS
79	303°10'50"	6.89		
80	169°56'45"	0.5959		
81	186°43'30"	8.66	8.785	15
82	173°38'35"	14.935	15.635	15
83	124°18'35"	10.0	10.195	15
84	84°50'40"	10.26	10.47	15
85	18°38'10"	12.77	13.195	15
86	343°25'25"	14.56	15.2	15
87	33°20'45"	7.745	7.83	15
88	348°07'25"	9.955	0.955	15
89	216°22'45"	6.89		
90	99°11'50"	13.29	13.29	250
91	280°43'10"	6.82		
92	324°03'30"	2.75		
93	279°08'20"	7.46		
94	85°46'25"	14.595	14.695	110
95	8°58'15"	2.105		
96	88°18'50"	19.685	19.93	90
97	272°41'20"	9.52	9.529	90
98	100°43'10"	8.05		
99	100°43'10"	7.39		
100	99°44'30"	9.22	9.22	270
101	14°15'42"	7.255		
111	48°15'10"	7.255		
112	68°24'50"	4.555		
113	249°51'10"	8.05	8.05	160

REFERENCE MARK TABLE

BDY	MARK	BEARING	DISTANCE	ORIGIN
A	RWDH&W	246°13'	6.655	PLACED
B	RWDH&W	267°11'	14.59	PLACED
C	RM SSM194455	214°20'	14.715	PLACED
D	RWDH&W	229°28'	5.75	PLACED
E	RWDH&W	316°29'	6.2	PLACED
F	RWDH&W	117°20'	5.655	PLACED
G	RWDH&W	86°32'	5.72	PLACED
H	RWDH&W	165°19'	6.21	PLACED
I	RWDH&W	303°13'	14.55	PLACED
J	RWDH&W	175°37'	5.625	FD DP 117765
K	RWDH&W	174°18'	14.365	FD DP 117765
L	RWDH&W	182°20'	5.655	FD DP 117765
M	RWDH&W	159°33'	14.335	FD DP 117765
N	RWDH&W	146°56'	5.76	FD DP 117765
O	RWDH&W	152°28'	14.98	FD DP 117765
P	RWDH&W	152°28'	5.655	PLACED
Q	RWDH&W	154°19'	14.385	PLACED
R	RM SSM194453	185°52'	5.975	PLACED
S	RWDH&W	212°49'	6.57	PLACED
T	RWDH&W	139°18'	6.135	PLACED
U	RWDH&W	147°24'	14.515	PLACED
V	RM SSM194454	141°24'	5.475	PLACED
W	RWDH&W	188°26'	5.905	PLACED
X	RWDH&W	178°31'	14.38	PLACED



3

SHEET

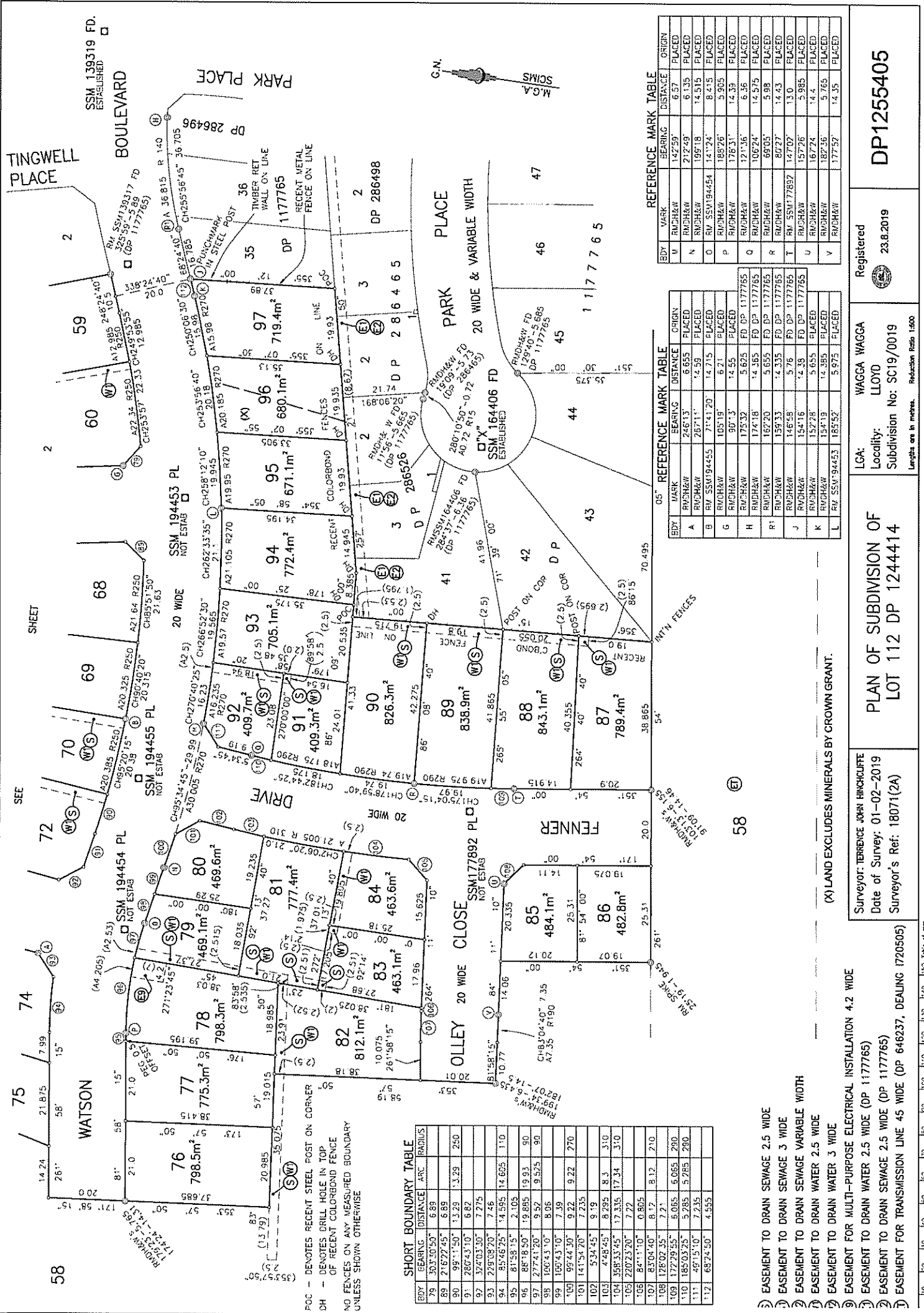
DENOTES EASEMENT TO DRAIN SEWAGE 2.5 WIDE
 DENOTES EASEMENT TO DRAIN SEWAGE 3 WIDE
 DENOTES EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
 DENOTES EASEMENT TO DRAIN WATER 2 WIDE
 DENOTES EASEMENT TO DRAIN WATER 2.5 WIDE
 DENOTES EASEMENT TO DRAIN WATER 3 WIDE
 DENOTES EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
 DENOTES EASEMENT TO DRAIN WATER 2.5 WIDE (DP 117765)
 DENOTES EASEMENT TO DRAIN SEWAGE 2.5 WIDE (DP 117765)
 (X) LAND EXCLUDES MINERALS BY CROWN GRANT.

Surveyor: TERENCE JOHN HINGCHOFFE
 Date of Survey: 01-02-2019
 Surveyor's Ref: 18071(2A)

PLAN OF SUBDIVISION OF
 LOT 112 DP 1244414

LGA: WAGGA WAGGA
 Locality: LLOYD
 Subdivision No: SC19/0019
 Registered 23.8.2019
 DP1255405
 Reduction Ratio 1:500
 Lengths are in metres.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SHORT BOUNDARY TABLE

BDY MARK	BEARING	DISTANCE	ARC	RADIUS
75	S 91°30'50"	6.89		
89	N 16°27'45"	6.89		
90	S 88°51'10"	13.29	3.29	250
91	N 88°03'10"	6.82		
92	S 77°03'10"	7.275		
93	S 27°58'20"	7.46		
94	S 5°56'25"	14.595	14.605	110
95	N 81°58'15"	2.105		
96	S 88°18'50"	19.885	19.93	90
97	S 77°41'20"	9.52	9.525	90
98	N 69°43'10"	8.96		
99	S 109°43'10"	7.39		
100	S 99°44'30"	9.22	9.22	770
101	N 141°54'20"	7.235		
102	S 53°45"	9.19		
103	S 44°45"	8.295	8.3	510
104	S 98°33'45"	17.335	17.34	510
105	S 220°23'20"	7.77		
106	S 64°11'10"	0.865		
107	S 83°04'40"	8.17	8.12	210
108	N 128°02'35"	7.21		
109	S 172°29'55"	5.065	5.065	290
110	S 185°03'25"	5.285	5.285	290
111	S 49°15'10"	7.235		
112	S 68°24'50"	4.555		

REFERENCE MARK TABLE

BDY MARK	BEARING	DISTANCE	ORIGIN
A	R 119°11'33"	5.855	PLACED
B	R 119°11'33"	14.39	PLACED
G	R 119°11'33"	14.715	PLACED
H	R 119°11'33"	14.715	PLACED
I	R 119°11'33"	14.715	PLACED
J	R 119°11'33"	14.39	PLACED
K	R 119°11'33"	14.39	PLACED
L	R 119°11'33"	14.39	PLACED

REFERENCE MARK TABLE

BDY MARK	BEARING	DISTANCE	ORIGIN
M	R 119°11'33"	14.250	PLACED
N	R 119°11'33"	14.313	PLACED
O	R 119°11'33"	14.215	PLACED
P	R 119°11'33"	14.305	PLACED
Q	R 119°11'33"	14.33	PLACED
R	R 119°11'33"	14.575	PLACED
S	R 119°11'33"	14.43	PLACED
T	R 119°11'33"	14.707	PLACED
U	R 119°11'33"	14.4	PLACED
V	R 119°11'33"	5.765	PLACED

- ① EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- ② EASEMENT TO DRAIN SEWAGE 3 WIDE
- ③ EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- ④ EASEMENT TO DRAIN WATER 2.5 WIDE
- ⑤ EASEMENT TO DRAIN WATER 3 WIDE
- ⑥ EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- ⑦ EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1177765)
- ⑧ EASEMENT TO DRAIN SEWAGE 2.5 WIDE (DP 1177765)
- ⑨ EASEMENT FOR TRANSMISSION LINE 4.5 WIDE (DP 646237, DEALING 1720505)

(X) LAND EXCLUDES MINERALS BY CROWN GRANT.

Surveyor: TERENCE JOHN HIRCHOFFE
Date of Survey: 01-02-2019
Surveyor's Ref: 18071(2A)

Registered
23.8.2019
DP1255405

LCA:
WAGGA WAGGA
Locality:
LLOYD
Subdivision No: SC19/0019
Lengths are in metres. Reduction Ratio 1:500

PLAN OF SUBDIVISION OF
LOT 112 DP 1244414

Surveyor's Ref: 18071(2A)

PLAN OF SUBDIVISION OF
LOT 112 DP 1244414

Surveyor's Ref: 18071(2A)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

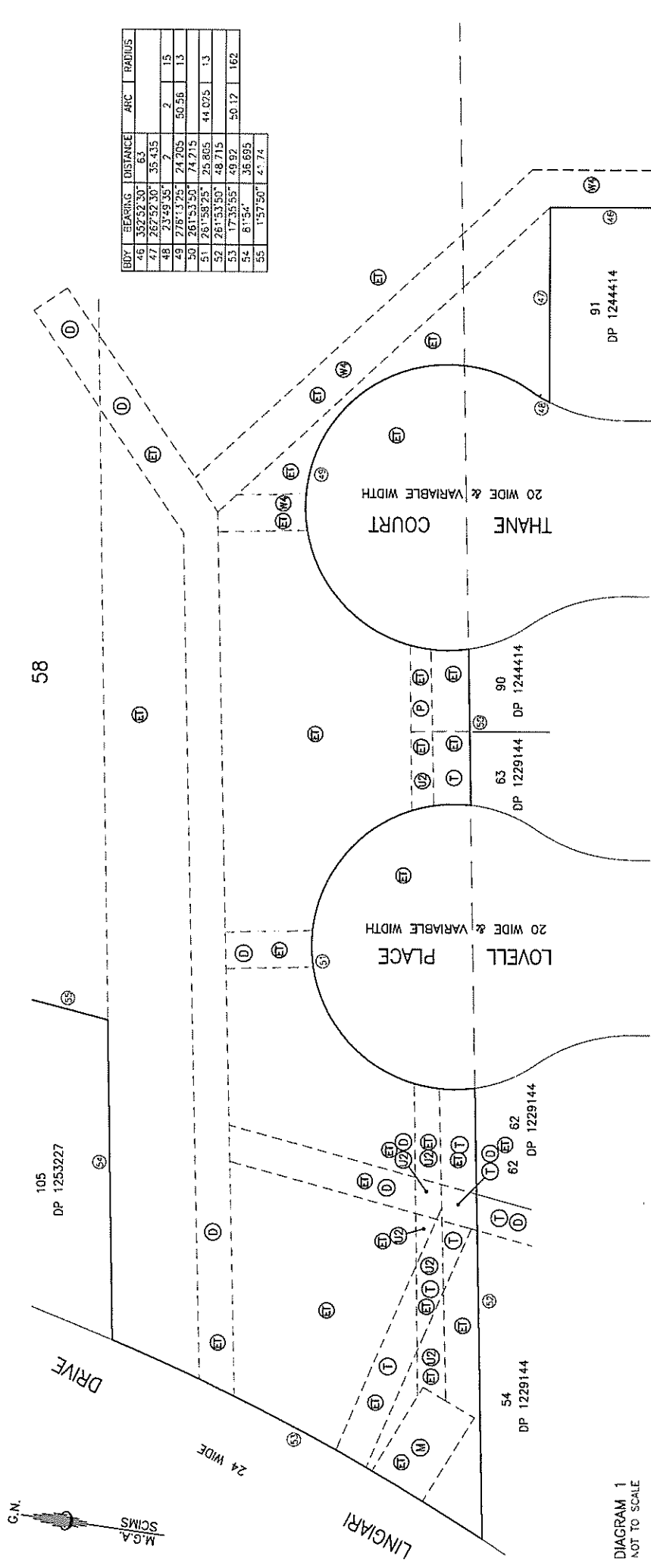


DIAGRAM 1
NOT TO SCALE

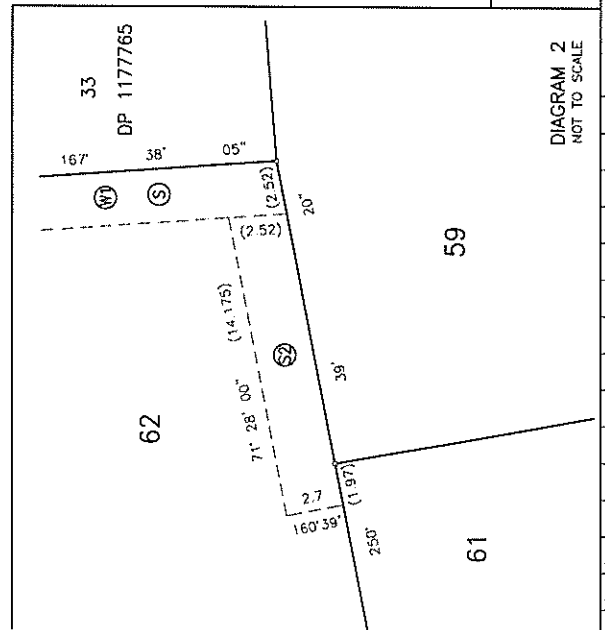


DIAGRAM 2
NOT TO SCALE

BDY	BEARING	DISTANCE	ARC	RADIUS
46	352°52'30"	6.3		
47	262°52'30"	35.435		
48	73°49'35"	7	2	15
49	278°13'25"	24.205	50.56	1.3
50	261°53'50"	74.215		
51	261°58'25"	25.865	44.025	1.3
52	281°53'30"	46.715		
53	173°35'55"	49.97	50.12	162
54	81°54"	36.695		
55	157°50"	41.74		

CO-ORDINATE SCHEDULE

MARK	M.G.A. EASTING	M.G.A. NORTHING	CLASS	ORDER	METHOD	ORIGR
SSM 164406	528 935 743	6 111 372 708	D	4	SCIMS	FOUND
SSM 139315	528 978 744	6 111 551 872	D	4	SCIMS	FOUND
SSM 177548	528 969 955	6 111 231 768	D	4	SCIMS	FOUND
SSM 139317	528 969 955	6 111 470 880	D	4	SCIMS	FOUND
SSM 139319	528 980 087	6 111 474 377	D	4	SCIMS	FOUND
SSM 172892	528 841 76	6 111 582 42	D	U	CAD TRAV	PLACED
SSM 194453	528 910 95	6 111 443 96	D	U	CAD TRAV	PLACED
SSM 194454	528 794 34	6 111 448 34	D	U	CAD TRAV	PLACED
SSM 194455	528 837 81	6 111 449 89	D	U	CAD TRAV	PLACED

M.G.A. CO-ORDINATES OBTAINED FROM SCIMS AS AT 1 OCTOBER 2018
COMBINED SCALE FACTOR 0.999572 ZONE 55 MGA DATUM: GDA 94

- (S) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (T) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (M) EASEMENT TO DRAIN WATER 2.5 WIDE
- (D) EASEMENT FOR TRANSMISSION LINE 45 WIDE (DP 646237, DEALING 1720505)
- (E) EASEMENT TO DRAIN WATER 2.5 WIDE (DP1229144)
- (M) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (DP 1229144)
- (P) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE (DP 1244414)
- (L) EASEMENT TO DRAIN SEWAGE 2.5 WIDE (DP 1229144)
- (T) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE (DP 1229144)
- (M) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1244414)

PERMANENT MARK CONNECTIONS

X	Y		
SSM 164406	SSM 139315	3327.10	184.919 MEAS
SSM 164406	SSM 139315	3327.10	184.915 MGA
SSM 139315	SSM 177548	15518.51	352.543 MEAS
SSM 139315	SSM 177548	15518.51	352.543 MGA
SSM 177548	SSM 164406	36823.54	236.606 MEAS
SSM 177548	SSM 164406	36823.54	236.597 MGA
SSM 164406	SSM 139317	19081.42	104.380 MEAS
SSM 164406	SSM 139317	19081.42	104.385 MGA
SSM 139317	SSM 139319	8815.42	170.243 MEAS
SSM 139317	SSM 139319	8815.42	170.238 MGA
SSM 139319	SSM 139315	30451.21	135.747 MEAS
SSM 139319	SSM 139315	30451.21	135.743 MGA
SSM 164406	SSM 177892	26406.57	84.524 MEAS
SSM 164406	SSM 177892	26406.57	84.524 MGA
SSM 194454	SSM 139315	33106.13	88.171 MEAS
SSM 194454	SSM 139315	33106.13	88.171 MGA
SSM 194454	SSM 194455	69247.09	211.577 MEAS
SSM 194454	SSM 194455	69247.09	211.577 MGA
SSM 194455	SSM 194453	94382.29	43.619 MEAS
SSM 194455	SSM 194453	94382.29	43.619 MGA
SSM 194453	SSM 139317	6537.59	64.791 MEAS
SSM 194453	SSM 139317	6537.59	64.791 MGA


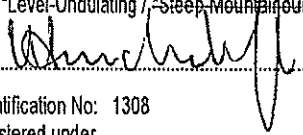
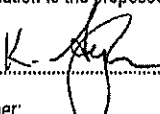
Surveyor: TERRENCE JOHN HINCHCUFFE
Date of Survey: 01-02-2019
Surveyor's Ref: 18071(2A)

PLAN OF SUBDIVISION OF
LOT 112 DP 1244414

LCA: WAGGA WAGGA
Locality: LLOYD
Subdivision No: SC19/6019
Lengths are in metres. Reduction Ratio N.T.S.

Registered
23.8.2019

DP1255405

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of ⁴ / ₇ sheet(s)
Registered:  23.8.2019 Title System: TORRENS	Office Use Only <div style="font-size: 2em; font-weight: bold;">DP1255405</div>	Office Use Only
<div style="font-size: 1.2em; font-weight: bold;">PLAN OF SUBDIVISION</div> <div style="font-size: 1.2em; font-weight: bold;">LOT 112 DP 1244414</div>	LGA: WAGGA WAGGA Locality: LLOYD Parish: SOUTH WAGGA WAGGA County: WYNYARD	
<p style="text-align: center;">Survey Certificate</p> I, TERRENCE JOHN HINCHCLIFFE of 33 BLAKE STREET, WAGGA WAGGA a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on DD-MM-YYYY, or *b) The part of the land shown in the plan (*being/*excluding) LOTS 59 – 97 was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, 01-02-2019 the part not surveyed was compiled in accordance with that Regulation, or *c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: 'X' - 'Y' <u>MGA</u> Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous: Signature:  Dated: <u>01-03-19</u> Surveyor Identification No: 1308 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> 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:	
Plans used in the preparation of survey/compilation. DP 1244414, DP 1177765, DP 286738, DP 286465, DP 286526 DP 125144	<p style="text-align: center;">Subdivision Certificate</p> I, <u>Keith Seghers</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>Wagga City Council</u> Date of endorsement: <u>04 July 2019</u> Subdivision Certificate number: <u>SCM/0019</u> File number: <u>DA10/0313</u> *Strike through if inapplicable.	
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE OLLEY CLOSE 20 WIDE, FENNER DRIVE 20 WIDE, PRESTON CRESCENT 20 WIDE AND ASTLEY CLOSE 20 WIDE AND VARIABLE WIDTH AND THE EXTENSION OF WATSON BOULEVARD 20 WIDE TO THE PUBLIC AS PUBLIC ROAD.	Surveyor's Reference: 18071 (2A)	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A


PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of ⁴ sheet(s)

Registered:  23.8.2019 Office Use Only

DP1255405

Office Use Only

PLAN OF SUBDIVISION OF
 LOT 112 DP 1244414

- This sheet is for the provision of the following information as require
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of

Subdivision Certificate number: SC19/0019
 Date of Endorsement: 4 July 2019

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN SEWAGE 2.5 WIDE
2. EASEMENT TO DRAIN SEWAGE 3 WIDE
3. EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
4. EASEMENT TO DRAIN WATER 2 WIDE
5. EASEMENT TO DRAIN WATER 2.5 WIDE *SEE SHEET 4.*
6. EASEMENT TO DRAIN WATER 3 WIDE
7. ~~EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE~~

SCHEDULE OF LOTS AND ADDRESSES


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
58	N/A	WATSON	BOULEVARD	LLOYD
59	22	WATSON	BOULEVARD	LLOYD
60	24	WATSON	BOULEVARD	LLOYD
61	8	ASTLEY	CLOSE	LLOYD
62	7	ASTLEY	CLOSE	LLOYD
63	6	ASTLEY	CLOSE	LLOYD
64	5	ASTLEY	CLOSE	LLOYD
65	4	ASTLEY	CLOSE	LLOYD
66	3	ASTLEY	CLOSE	LLOYD
67	2	ASTLEY	CLOSE	LLOYD
68	26	WATSON	BOULEVARD	LLOYD
69	28	WATSON	BOULEVARD	LLOYD
70	30	WATSON	BOULEVARD	LLOYD
71	31	PRESTON	CRESCENT	LLOYD
72	32	WATSON	BOULEVARD	LLOYD
73	52	PRESTON	CRESCENT	LLOYD
74	34	WATSON	BOULEVARD	LLOYD
75	36	WATSON	BOULEVARD	LLOYD
76	47	WATSON	BOULEVARD	LLOYD

CONTINUED ON SHEET 3

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18071 (2A)

DEPOSITED PLAN ADMINISTRATION SHEET

Registered:  23.8.2019 Office Use Only

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DP1255405

**PLAN OF SUBDIVISION OF
 LOT 112 DP 1244414**

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 - Any information which cannot fit in the appropriate panel of

Subdivision Certificate number: SC19/0019
 Date of Endorsement: 4 July 2019

SCHEDULE OF LOTS AND ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
77	45	WATSON	BOULEVARD	LLOYD
78	43	WATSON	BOULEVARD	LLOYD
79	41	WATSON	BOULEVARD	LLOYD
80	39	WATSON	BOULEVARD	LLOYD
81	4	FENNER	DRIVE	LLOYD
82	6	OLLEY	CLOSE	LLOYD
83	4	OLLEY	CLOSE	LLOYD
84	6	FENNER	DRIVE	LLOYD
85	8	FENNER	DRIVE	LLOYD
86	10	FENNER	DRIVE	LLOYD
87	11	FENNER	DRIVE	LLOYD
88	9	FENNER	DRIVE	LLOYD
89	7	FENNER	DRIVE	LLOYD
90	5	FENNER	DRIVE	LLOYD
91	3	FENNER	DRIVE	LLOYD
92	37	WATSON	BOULEVARD	LLOYD
93	35	WATSON	BOULEVARD	LLOYD
94	33	WATSON	BOULEVARD	LLOYD
95	31	WATSON	BOULEVARD	LLOYD
96	29	WATSON	BOULEVARD	LLOYD
97	27	WATSON	BOULEVARD	LLOYD

EXECUTED BY EHKUK PTY LIMITED (AGN 001 449 826) ..
 BY ITS ATTORNEY LINCOLN JAMES KENNEDY WHO
 HAS NO NOTICE OF REVOCATION OF POWER ..
 BOOK 4733 No. 842

SEE SHEET 4


 LINCOLN JAMES KENNEDY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18071 (2A)

PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



23.8.2019

Office Use Only

Office Use Only

DP1255405

PLAN OF SUBDIVISION OF
LOT 112 DP 1244414

This sheet is for the provision of the following information as require

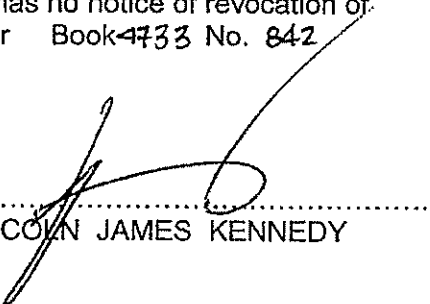
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of


Subdivision Certificate number: SC19/0019

Date of Endorsement: 4 July 2019

Executed by EHKUK PTY LIMITED
(ACN 001 419 825) by its attorney
LINCOLN JAMES KENNEDY
who has no notice of revocation of
power Book ~~4733~~ No. ~~842~~

I certify that the person signing opposite
with whom I am personally acquainted
or as to whose identity I am otherwise
satisfied, signed this instrument in my
presence.


.....
LINCOLN JAMES KENNEDY


.....
Julia Magnone
221 Tarcutta Street,
Wagga Wagga. NSW. 2650.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN SEWAGE 2.5 WIDE
2. EASEMENT TO DRAIN SEWAGE 3 WIDE
3. EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
4. EASEMENT TO DRAIN WATER 2.5 WIDE
5. EASEMENT TO DRAIN WATER 3 WIDE
6. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
7. POSITIVE COVENANT
8. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18071 (2A)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919

Plan: **DP1255405**

(Sheet 1 of 6 sheets)

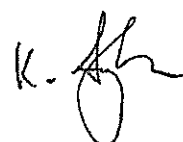
Plan of Subdivision of Lot 112 DP 1244414
covered by Council's Certificate No. *SC19/0019*
dated *04.07.2018*

Full name and address
of the owner of the land

Ehkuk Pty Limited (ACN 001 419 825)
30 Blake Street
Wagga Wagga NSW 2650

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain sewage 2.5 wide	62, 63, 70, 71, 72, 79, 81, 82, 83, 87, 88, 89, 90, 91, 92, 58	Wagga Wagga City Council
2	Easement to drain sewage 3 wide	58	Wagga Wagga City Council
3	Easement to drain sewage variable width	62, 64, 65, 66, 67	Wagga Wagga City Council
4	Easement to drain water 2.5 wide	60, 61, 62, 63, 70, 71, 72, 79, 81, 82, 83, 84, 87, 88, 89, 90, 91, 92, 58	Wagga Wagga City Council
5	Easement to drain water 3 wide	58	Wagga Wagga City Council
6	Easement for multi-purpose electrical installation 4.2 wide	78	Essential Energy
7	Positive covenant	Each and every lot except lot 58	Wagga Wagga City Council
8	Restriction on the use of land	Each and every lot except lot 58	Each and every other lot except lot 58



INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919

Plan: **DP1255405**

(Sheet 2 of 6 sheets)

Plan of Subdivision of Lot 112 DP 1244414
covered by Council's Certificate No. *SC19/0019*
dated *04-07-2018*

PART 2

1. **Terms of easement sixthly referred to in the plan:**

Easement for multi-purpose electrical installation the terms of which are set out in Part C of Memorandum AG189384 ~~as registered at LPI.~~

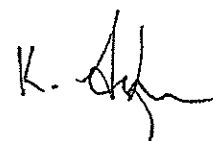
2. **Terms of Positive Covenant seventhly referred to in the plan**

(1) Pervious to Impervious Ratio

- (a) The lot must be developed and maintained at all times after an Occupation Certificate is issued for any dwelling on the lot so that a pervious to impervious ratio of the surface area treatments of 20:80 is achieved in accordance with the plan entitled *Lloyd Estate Stage 2A Impervious/Pervious Calculation Plan* approved and held by Council.
- (b) The land area to be included in the calculation of 20:80 ratio shall include the entire lot and the area of the road reserve immediately adjacent to the lot.
- (c) The area of the road reserve adjacent to the lot to be included shall be measured as follows: between a line drawn as a continuation of the side boundaries of the lot (where they meet the front boundary) to the centre line of the road (being a line along the centre of the road equidistant from the front boundaries of the lots adjacent to it); noting that:
 - (i) no area of any road reserve shall be apportioned to more than one lot for the purposes of this calculation;
 - (ii) for corner lots, the road reserve to be included in calculations will extend around the corner; and
 - (iii) lots that are further subdivided under community title or strata subdivision shall be calculated on the underlying Torrens title allotment.

(2) Road Reserve

The owner of the lot must retain the existing impervious nature of the finished surface of the road reserve immediately adjacent to the lot from the property boundary to the kerb of the road (being the area defined by the lateral extent of a line drawn as a continuation of the side boundaries of the lot where they meet the front boundary) unless the road reserve is done in accordance with the standards set out in the *Road Reserve Treatment Standard (as amended)* and the *Street Tree Master Plan (as amended)* as approved by Council and it complies with Council's policy 008 *Road Reserve Policy* as amended from time to time.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919

Plan: **DP1255405**

(Sheet 3 of 6 sheets)

Plan of Subdivision of Lot 112 DP 1244414
covered by Council's Certificate No. *SC 19/0019*
dated *04-07, 2018*

(3) Gardens and landscaping

All gardens and landscaping on every lot shall be constructed and maintained in accordance with the *Landscaping and Garden Design Guideline* Lloyd Urban Release Area prepared by MJM Consulting and approved of by Council.

(4) Cats

Any cats (*Felis Catus*) living on a lot and under the ownership or control of a resident of that lot shall be controlled in such a way so as to prevent such cat roaming freely outdoors between sunset and sunrise.

(5) Fixed irrigation systems and grey water

The owner of a lot must not install:-

- (a) fixed irrigation systems between the lot boundary and the adjacent kerb alignment; and
- (b) grey water re-use systems in any dwelling.

3. **Terms of Restriction on the use of the Land eighthly referred to in the plan**

- (a) Not more than one (1) single dwelling shall be established on any lot except on lots 63 & 64 whereupon multiple dwellings are permitted.
- (b) No building shall be used or permitted to be used for any purpose other than as a private dwelling house or outbuilding incidental thereto and shall not nor shall any part thereof be used or permitted to be used for a residential unit, strata unit or flat save for lots 63 & 64 whereupon multiple dwellings and residential strata or neighbourhood subdivisions are permitted.
- (c) No dwelling shall have a floor area of less than 140 square metres under the main roof inclusive of any garage, carport and/or verandah under such roof noting that this restriction shall not apply to lots 63 and 64 in the event that more than one dwelling is erected on such lots.
- (d) No main building or garage shall:-
 - (i) have external walls constructed of a material other than brick, brick veneer, stone, hebel block or panels, exin panels, cement block or concrete construction. Weatherboard cladding is permitted provided it comprises not more than 20 percent of any façade of the building with the remaining materials being the aforesaid. Glass windows are permitted;
 - (ii) have roofing consisting of a material other than slate, tile or steel sheet noting that sky lights shall be permitted.
- (e) No dwelling, garage or other out building may be erected which is not constructed entirely of new materials or which has been wholly or substantially assembled off the lot whether as a previously occupied building or otherwise.
- (f) No building (other than a main building or garage) shall:-



INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919

Plan: **DP1255405**

(Sheet 4 of 6 sheets)

Plan of Subdivision of Lot 112 DP 1244414
covered by Council's Certificate No. *SC19/0019*
dated *04.07.2018*

-
- (i) be constructed of a material other than brick, brick veneer or steel sheet;
 - (ii) have a roof constructed of a material other than tile, slate or steel sheet;
 - (iii) have a floor area greater than 40 square metres;
 - (iv) exceed at any point three metres in height above ground floor level.
- (g) No carport shall be permitted to be erected or to remain on any lot and no garage shall be permitted to be erected or to remain on any lot unless it is constructed with a pitched roof.
- (h) The surface treatment of the nature strip adjacent to any lot shall be synthetic turf.
- (i) No advertising signs or awnings shall be erected or be displayed or be permitted to remain on any lot other than street numbers and house names which shall not exceed 60 centimetres x 30 centimetres in size.
- (j) No lot or building thereon shall be used or any noxious, noisome or offensive trade or calling.
- (k)
 - (i) No fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height) shall be erected within 5.5 metres of the back of the roadside kerb, provided that this shall not apply to any corner lot.
 - (ii) No fencing other than steel sheet fencing being of colour commonly known as sandstone, riverstone or equivalent colour and not exceeding 1800 millimetres in height shall be used along the remaining boundaries provided that in the case of a corner lot this restriction shall apply to one frontage only.
 - (iii) In the case of a corner lot no fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height) shall be erected any closer to the front street alignment than the main building erected on that lot.
- (l) During the ownership of any adjoining land by Ehkuk Pty Limited ACN 001 419 825, its successors or assigns (other than purchasers on sale) ("Ehkuk"), no fence shall be erected on any lot to divide it from any such adjoining lot without the consent of Ehkuk but such consent shall not be withheld if such fence is erected without expense to Ehkuk and in favour of any such person dealing with the owner of any lot from time to time such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (m) "Steel Sheet" when herein used shall mean aluminium/zinc coated or galvanised steel sheet with one of the following finishes:-
 - (i) silicone polyester pre-finished baked onto one or both sides;
 - (ii) 0.215 millimetres thick vinyl film laminated onto one or both sides; and
 - (iii) acrylic film pre-finished onto one or both sides.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919

Plan: **DP1255405**

(Sheet 5 of 6 sheets)
Plan of Subdivision of Lot 112 DP 1244414
covered by Council's Certificate No. 3019/0019
dated 04-07, 2018

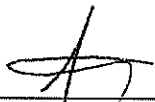
Name of Person or Authority Empowered to Release, Vary or Modify Positive Covenant
seventhly referred to in the Plan:

Wagga Wagga City Council.

Name of Person or Authority Empowered to Release, Vary or Modify Restrictions on the
Use of land eighthly referred to in the Plan:

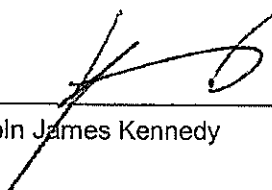
Ehkuk Pty Limited ACN 001 419 825 until the expiry of ten (10) years from the date on which the
abovementioned plan is registered as a deposited plan and thereafter by the person or person in
whom the legal estate is for the time being vested in the land in the said deposited plan (other
than street or public areas) having a common boundary with the land burdened provided that any
such release, variation or modification shall, if approved, be made and done in all respects of the
cost and expense of the person requesting such release, variation or modification.

I certify that the person signing opposite
with whom I am personally acquainted
or as to whose identity I am otherwise
satisfied, signed this instrument in my
presence




Julia Magnone
221 Tarcutta Street
WAGGA WAGGA NSW 2650

Executed by EHKUK PTY LTD
(ACN 001 419 825) by its attorney
LINCOLN JAMES KENNEDY
who has no notice ^{4733 842}
of revocation of power Book 4669 No. ~~676~~



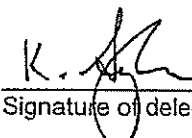
Lincoln James Kennedy

WAGGA WAGGA CITY COUNCIL by its
authorised delegate pursuant to Section 377
of the *Local Government Act, 1919*:



Signature of witness

Jenna Clarke
Name of witness



Signature of delegate

KEITH SEGHERS
Name of delegate

3 Indi Place Wagga NSW 2650
Address of witness

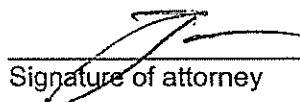
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan: **DP1255405**

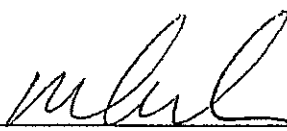
(Sheet 6 of 6 sheets)
Plan of Subdivision of Lot 112 DP 1244414
covered by Council's Certificate No. SC19/0019
dated 04.07.2018

**EXECUTED by
ESSENTIAL ENERGY**

by its duly appointed attorney under
Power of Attorney Book 4677 No. 684
in the presence of:- 495 859



Signature of attorney



Signature of Witness

Martin English, Head of

Name and Title of attorney Legal

Melinda White

Name of Witness

~~Signature of attorney~~

8 Butler Street
Port Macquarie NSW 2444

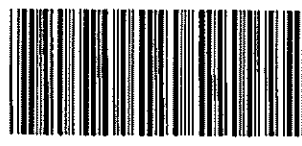
~~Name and Title of attorney~~

REGISTERED



23.8.2019





I
720505 A

PP 13B STAMP DUTY



OFFICE OF STAMP DUTY (N.S.W. TREASURY)
 199293 S7
 NO STAMP DUTY IS PAYABLE ON THIS INSTRUMENT

24 NOV 1993

TRANSFER GRANTING EASEMENT TG
 REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

	of	
\$		R /

DESCRIPTION OF LAND Note (a)	Servient Tenement (Land burdened) Torrens Title Reference	Dominant Tenement (Land benefited) Torrens Title Reference
	OFFICE OF STAMP DUTY (N.S.W. TREASURY) 199293 S7 22/832808 Being those parts thereof which fall within the alternative areas shown as site of easement proposed to be acquired for transmission line 45 METRES wide within Deposited Plans 645980 and 646237.	
TRANSFEROR (registered proprietor of servient tenement) Note (b)	EHKUK PTY LIMITED ACN 001 419 825	

Note (c) (the abovesaid TRANSFEROR hereby acknowledges receipt of the consideration of \$ Pursuant to an agreement and TRANSFERS and GRANTS between the Transferor and Transferee as to the re-location of certain easements for transmission line purposes, transfers and grants an easement for transmission line and other rights as more fully set forth in the annexure hereto marked "A".

TRANSFEREE (registered proprietor of dominant tenement)
 Note (b)

to the TRANSFEREE

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES, Pacific Power Building
 Park and Elizabeth Streets, Sydney

PRIOR ENCUMBRANCES subject to the following PRIOR ENCUMBRANCES: 1. _____
 Note (d) 2. _____ 3. _____

EXECUTION Note (a)

DATE 12-10-1993

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

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

THE COMMON SEAL of EHKUK PTY LIMITED was hereunto affixed by authority of the directors and in the presence of:

Signature of Witness

Signature of Transferor

Signature of Transferee

Note (e) Signed in my presence by the transferee who is personally known to me

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Signed for The Electricity Commission of New South Wales pursuant to a delegation made on 23rd July, 1992. 17th May, 1993.

Signature of Transferee
 Delegate of the Commission

TO BE COMPLETED BY LODGING PARTY Notes (f) and (g)	LODGED BY	MORRIS, HAYES & ELDON LAW STATIONERS 99 ELIZABETH ST., SYDNEY DX 420 232 2411	LOCATION OF DOCUMENTS	
	35D	Ref:DPN3568 PACIFIC Delivery Box Number	CT	OTHER
OFFICE USE ONLY	Checked	Passed	REGISTERED - -19	Secondary Directions
	Signed	Extra Fee		Delivery Directions

Produced by T. Kenyon-S

OVER

B

"A"

This is the annexure marked "A" referred to in the Transfer Granting Easement from Ehkuk Pty Limited to The Electricity Commission of New South Wales.

Full and free right leave liberty and licence for the transferee its successors and assigns (being the Crown or a public or local authority constituted by Act of Parliament) its and their servants and all other persons authorised by it or them to act on its or their behalf -

- (a) to erect construct place inspect alter repair renew maintain and use through along and in and remove from the servient tenement overhead electricity transmission mains wires and cables and the supports therefor (including towers and poles) and other ancillary works for the transmission of electricity and for purposes incident thereto and to repair inspect alter renew maintain use and remove any works of the aforementioned categories as are already erected constructed or placed in the servient tenement (the ownership of all of which works the transferor hereby acknowledges is vested in the transferee), and
- (b) to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables, and
- (c) with or without horses vehicles plant and equipment to enter and be in the servient tenement for the purpose of exercising any rights granted to it or them hereunder, and
- (d) to cut or trim or lop trees branches and other growths or foliage exceeding three metres in height which now or at any time hereafter may overhang encroach or be in or on the servient tenement and which may or may be likely to interfere with any right leave liberty or licence granted hereunder.

And the Transferor doth hereby for itself its successors or assigns as owners for the time being of the servient tenement covenant with the transferee its said successors and assigns that it or they will not -

- (a) do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said mains wires cables towers poles or ancillary works or any of them or obstruct prevent or interfere with the free flow of electricity through and along the said transmission mains wires and cables,
- (b) erect or place or permit the erection or placing in or on the servient tenement of any building structure plant or apparatus without the permission in writing of the transferee its said successors or assigns.

L. Macarath

Brian J. Howard

B. Hart

RP 13B
 1987

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Land Titles Office.
 Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.
 Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing in the left hand margin.
 If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.
 Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.
 Rule up all blanks.
 The following instructions relate to the side notes on the form.

- (a) Description of land. TORRENS TITLE REFERENCE—Insert the current Reference to the Folio of the Register for both the dominant and servient tenements, e.g., Vol. 135/SP:2345 or Vol. 12634 Fol. 126.
- (b) Show the full name, address and occupation or description.
- (c) State the nature of the easement (see e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.
- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.
- (e) Execution.
 - GENERALLY (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
 - (ii) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he/she is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his/her firm) to be typewritten or printed adjacent to the signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
 - ATTORNEY (iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g., "AB by his/her attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No."
 - AUTHORITY (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
 - CORPORATION (v) If the application is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state their position (e.g., director, secretary) in the corporation.
- (f) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, p/bt for probate, L/A for letters of administration.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS				
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME		
				25
				52
				78
				104
				130
SECOND SCHEDULE & OTHER DIRECTIONS				
(D) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS
23/811757	ON	EA		EASEMENT FOR TRAVELING SITING LINES AFFECTIONING IT THE PART OF THE LAND IN A BOND DISCREETLY AS SHD WIN: UN DP 645980
"	OFF	NB	DP 645980	
22/832508	ON	EA		EASEMENT FOR TRAVELING SITING LINES AFFECTIONING IT THE PART OF THE LAND IN A BOND DISCREETLY AS SHD WIN: UN DP 646237
	CT		33H	



SEAL OF LAND REGISTRY
TO BE AFFIXED BY AUTHORITY OF THE REGISTRAR

Crown Lands Office Approval
PLAN APPROVED
Land District
Page No.
Field Book

Council's Certificate

1. The land in the application for approval is situated in the County of Mitchell, Parish of Uranquinty.
(a) the requirements of the Local Government Act, 1995 (under Part 8) are satisfied, and the applicant is entitled to the approval for the purposes of the Local Government Act, 1995;
(b) the requirements of the Local Government Act, 1995 (under Part 8) are satisfied, and the applicant is entitled to the approval for the purposes of the Local Government Act, 1995;
(c) the requirements of the Local Government Act, 1995 (under Part 8) are satisfied, and the applicant is entitled to the approval for the purposes of the Local Government Act, 1995;

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

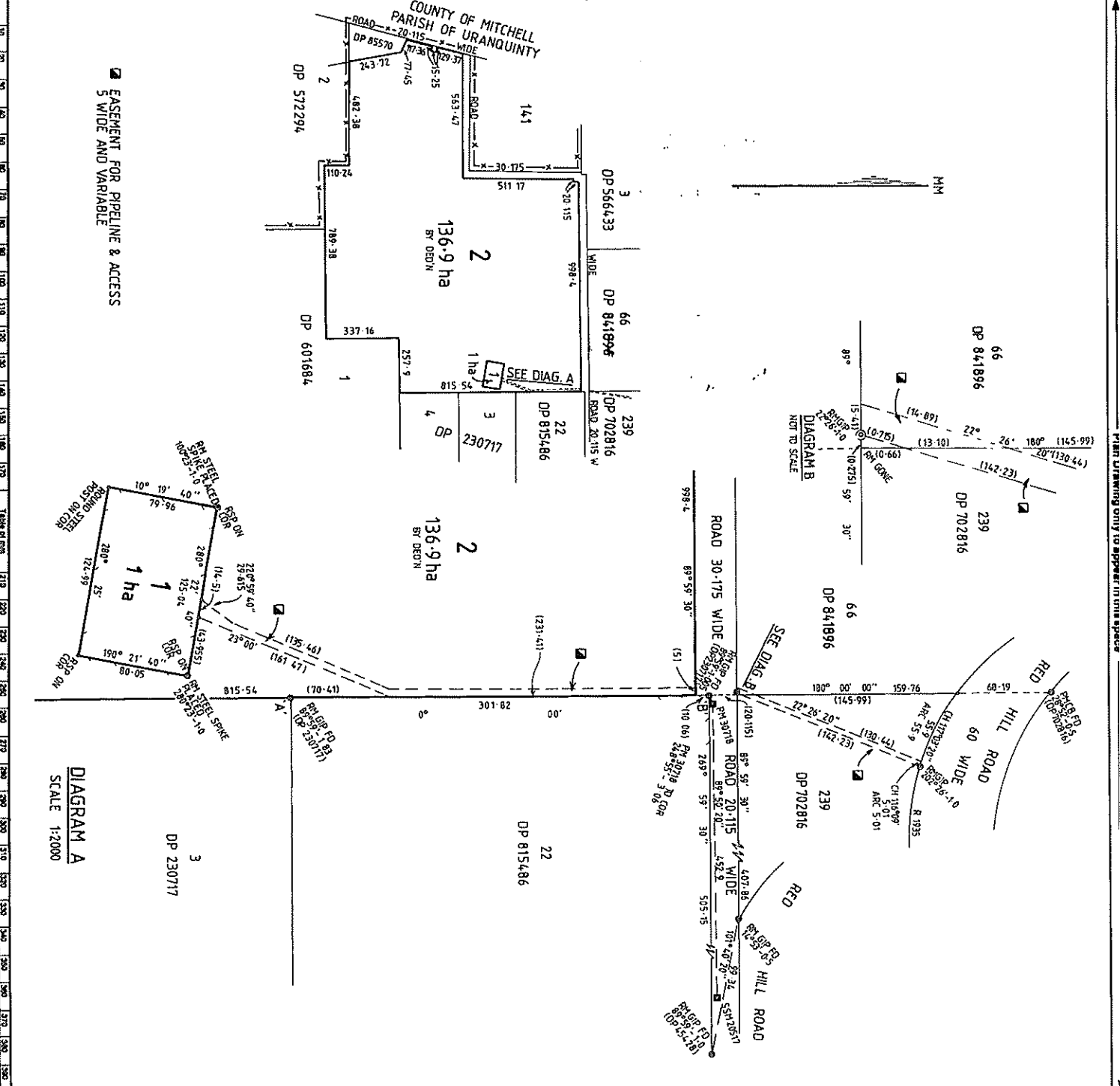


DIAGRAM A
SCALE 1:2000

DP 847668
Requested C.A. No. 940038 OF 2-6-1994
Title System TORRENS
Purpose SUBDIVISION
Part Map L 2702-1*
Lot Plan DP 757249
PLAN OF SUBDIVISION OF LOT 29 IN DP 757249 AND EASEMENT FOR PIPELINE AND ACCESS 5 WIDE AND VARIABLE WITHIN LOT 2 AND LOT 66 DP 841896 AND LOT 239 DP 702816
Lengths are in metres. Reduction Ratio 1:12,500
L.O.A WAGGA WAGGA
Locality GLENFIELD
Parish SOUTH WAGGA WAGGA
County WYMYARD
This is sheet 1 of two plans in (County of Mitchell)
TERRANCE JOHN HINGHLIFFE of 23 DENNEY AVENUE, WAGGA WAGGA a surveyor registered under the Surveyors Act, 1992, as amended, hereby certifies that the survey represented in this plan is a true and correct copy of the original as shown to him.
Plans used in preparation of survey/compilation DP 230717 DP 45208 DP 702816 DP 757249 DP 815486 DP 837294 W 55522119
PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants. PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919-1994, IT IS INTENDED TO CREATE: 1. EASEMENT FOR PIPELINE AND ACCESS 5 WIDE AND VARIABLE

Y 0 0 2 A 1 A

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

Sheet 1 of 4 Sheets

PART 1

Plan:

DP 847668

of Subdivision covered by
Council Clerk's Certificate
No. 940038 dated 2.6.1994
and of Easement within Lot
66 DP 841896 & Lot 239
DP 702816.

Full name and address of
proprietors of the land:

JOHN WILLIAM LLOYD of
"Harefield Park", Harefield 2650
as regards Lot 29 DP757249
and EHKUK PTY. LIMITED A.C.N.
001 419 825
a Company duly incorporated and
having its registered office
at c/- Farrell Lusher, Solicitors,
139 Peter Street, Wagga Wagga.

1. Identity of easement firstly
referred to in abovementioned
plan:

Easement for Pipeline & Access
5 wide & Variable.

Schedule of lots etc. affected

Lots burdened

2
Lot 66 DP841896
Lot 239 DP 702816

Lots & Name of Authority
Benefited

Southern Riverina Electricity
& Water and LOT1
Southern Riverina Electricity
& Water and LOT1
Southern Riverina Electricity
& Water and LOT1

PART 2

1. Full terms of Easement firstly referred to in the
abovementioned plan:

FULL AND FREE RIGHT and liberty for the body in whose favour this
easement is created for and all persons authorised by them from
time to time and at all times to place, maintain, repair, replace,
renew, use and remove water mains, pipes, valve cocks, fittings
and all other necessary equipment and apparatus necessary for
carrying and conducting water in, over and under the land herein
indicated as the servient tenement TOGETHER WITH full and free
right and liberty for the body in whose favour this easement is



J. W. Lloyd *W. L.*
Strat *Brian Howard*

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

Sheet 2 of 4 Sheets

PART 2

Plan:

DP 847668

of Subdivision covered by
Council Clerk's Certificate
No. 940038 dated 2.6.1994
& of Easement within Lot 6
DP 841896 & Lot 239 DP
702816.

created and all persons authorised by them with any tools, implements, vehicles and machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of placing, maintaining, repairing, replacing, renewing, using and removing the said water mains, pipes, valve cocks, fittings and all other necessary equipment and apparatus placed upon or within the servient tenement PROVIDED HOWEVER that the body in whose favour this easement is created and all persons authorised by them will take all precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore the surface as nearly as practicable to its original condition as soon as the operations are complete AND IT IS HEREBY AGREED that the registered proprietor for the time being of the land herein indicated as the servient tenement and all other persons authorised by them will not permit or knowingly suffer to be done any act deed matter or thing whereby the said water mains, pipes valve cocks, fittings and all other necessary apparatus and equipment shall or shall be likely to become damaged or injured nor will the body in whose favour this easement is created and all persons authorised by them be prevented from or hampered in placing, maintaining, repairing, replacing, renewing, using and removing the said water mains, pipes, valve cocks, fittings and all other necessary apparatus and equipment nor will the free flow and passage of water within the said mains, pipes, valve cocks, fittings and other necessary apparatus and equipment be interfered with in any way nor will any building or other erection of any kind be permitted to be erected or suffer to be erected on or over any part or parts of the servient tenement subject of the said easement for pipeline and access delineated on the within plan without the consent of the body in whose favour this easement is created AND IT IS HEREBY FURTHER AGREED that if the registered proprietor for the time being of the servient tenement shall in any way breach the foregoing conditions then the registered proprietor for the time being of the servient tenement shall at their expense properly and substantially repair and make good such damage and restore the free flow and passage of water through the said mains, pipes, valve cocks and fittings and do all things necessary and expedient for such purposes TOGETHER WITH full and free right and liberty for the body in whose favour this easement is created and all persons authorised by them to go pass and repass with or without animals or vehicles at all times and for all purposes over that part or parts of the servient tenement

REGISTERED  12.3.1995

J.W. Lloyd *S.W. H.*

Stuart *Shirley*

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

Sheet 3 of 4 Sheets

PART 2

Plan:

DP 847668

of Subdivision covered by
Council Clerk's Certificate
No. 940038 dated 2.6.1994
and of Easement within Lot
66 DP 841896 & Lot 239
DP 702816.

subject of the said easement for pipeline and access delineated on the within plan and IT IS HEREBY FURTHER AGREED that the right hereby granted shall be subject to an obligation on the body who at any time is entitled to an estate or interest in possession in the lands herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment to bear the full costs of maintenance and repair of the surface over which the body may pass AND IT IS HEREBY FURTHER AGREED that the body herein before referred to who is at any time entitled to an estate or interest in possession of the land herein indicated as the dominant tenement and the land herein indicated as the servient tenement or any part thereof with which the right shall be capable of enjoyment:-

(a) that should the body in whose favour this easement is created enter upon the servient tenement then it does so at its own risk and will be responsible for any injury or damage caused on the servient tenement

(b) the body in whose favour this easement is created shall at all times hereafter save harmless indemnify and effectually keep indemnified this servient tenement against all actions proceedings claims demands costs charges and expenses in respect of any injury or loss of life or damage of property of the said persons hereinbefore referred to or of any other person authorised by the body in whose favour this easement is created by reason or on account of the user of the said land pursuant to the terms of this easement or persons using the same or anything done or omitted to be done by the body in whose favour this easement is created or any other person or persons in exercise or purported exercise of the rights hereby granted to each of them.

Signed in my presence by
JOHN WILLIAM LLOYD who is
personally known to me:

[Signature]
.....
Signature of Witness

[Signature].....
Registered Proprietor

SIMON WILLIAM BLAKE
..... SOLICITOR

Name of Witness
57A GURWOOD ST.,
....WAGGA. WAGGA..
Qualification of Witness



[Signature]

DP 847668

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

THE COMMON SEAL of EHKUK PTY LIMITED)
was hereunto affixed in accordance)
with the Resolution of its Board:)



Brian J. Kennedy
.....
Director

A. H. H. H.
.....
Secretary

REGISTERED  13.3.1995

97-11R



REQUEST

Real Property Act 1900



2220250 U

(A) **STAMP DUTY**
If applicable.

Office of State Revenue use only

(B) **TITLE**
Show no more than 20

SEE SCHEDULE	
---------------------	--

(C) **REGISTERED DEALING**
If applicable

SEE SCHEDULE

(D) **LODGED BY**

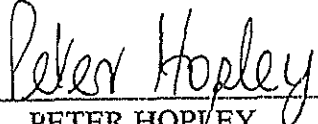
L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
1170R	PETER HOPLEY 9 MARTIN STREET ROSELANDS, NSW, 2196	
REFERENCE (max 15 characters):		

(E) **APPLICANT**

**THE NEW SOUTH WALES ELECTRICITY TRANSMISSION
AUTHORITY**

(F) **REQUEST**

REQUESTS:
 The Registrar - General pursuant to Section 46C of the Real Property Act 1900, to record the **NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY** as the proprietor of the estate and interest in the easements defined in the Schedule hereto, in respect of which the Electricity Commission of New South Wales is registered as proprietor, such estate and interest having been transferred to the New South Wales Electricity Transmission Authority by virtue of Clause 4 (1) of Schedule 2 to the Electricity Transmission Authority Act, 1994.



PETER HOPLEY
 Authorised Agent of
 New South Wales Electricity
 Transmission Authority

CHECKED BY (office use only) *[Signature]*
 c/s

2220250

WAGGA - GRIFFITH NO1 132KV TRANSMISSION LINE

INDEX	PLAN	TITLE & DESCRIPTION			METHOD OF CREATION			DEALING
61	P3827	LOT 86	DP 751689	FI 86 / 751689	R.GG 30.6.1961	NO 69	FOL. 1945	
		LOT 88	DP 751689	FI 88 / 751689	R.GG 30.6.1961	NO 69	FOL. 1945	
		LOT 89	DP 751689	FI 89 / 751689	R.GG 30.6.1961	NO 69	FOL. 1945	
		LOT 90	DP 751689	FI 90 / 751689	R.GG 30.6.1961	NO 69	FOL. 1945	
62	P3828	LOT 69	DP 751689	FI 69 / 751689	R.GG 30.6.1961	NO 69	FOL. 1945	H955011
63	P3829	LOT 105	DP 751704	FI 105 / 751704	R.GG 30.6.1961	NO 69	FOL. 1945	
		LOT 108	DP 751704	FI 108 / 751704	R.GG 30.6.1961	NO 69	FOL. 1945	
64	P3830	LOT 92	DP 751704	FI 92 / 751704	R.GG 30.6.1961	NO 69	FOL. 1945	
64A	P11723	LOT 2	DP 751704	FI 2 / 751704	R.GG 30.6.1961	NO 69	FOL. 1945	
65	P3831	LOT 143	DP 751709	FI 143 / 751709	R.GG 30.6.1961	NO 69	FOL. 1945	
		LOT 142	DP 751709	FI 142 / 751709	R.GG 30.6.1961	NO 69	FOL. 1945	
		LOT 141	DP 751709	FI 141 / 751709	R.GG 30.6.1961	NO 69	FOL. 1945	
		LOT 140	DP 751709	FI 140 / 751709	R.GG 30.6.1961	NO 69	FOL. 1945	
		LOT 139	DP 751709	FI 139 / 751709	R.GG 30.6.1961	NO 69	FOL. 1945	
66	P8382	LOT 14	DP 111624	FI 14 / 111624	R.GG 11.4.1968	NO 50	FOL. 1454	L257358
67	P18491	LOT 65	DP 841896	φ FI 65 / 841896	TRANSFER & GRANT			I720505
		LOT 66	DP 841896	FI 66 / 841896	TRANSFER & GRANT			I720505
68	P18492	LOT 23	DP 811757	FI 23 / 811757	TRANSFER & GRANT			I720505

φ OFF RX K200000P
 φ ON KP

2220250.

(G)

STANDARD EXECUTION

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

DATE 6th June 1996

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

Elizabeth Mitchell
Signature of Witness

ELIZABETH MITCHELL
Name of Witness (BLOCK LETTERS)

4 NORTH LIVERPOOL ROAD, HECKENBERG, NSW, 2168
Address of Witness

Kevin Hopley
Signature of Applicant

Authorised Agent of
New South Wales Electricity
Transmission Authority

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at in the State of on 19..... in the presence of

.....
Signature of Witness

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

.....
Address and Qualification of Witness

.....
Signature of Applicant



8097878C

Form: 97-01TG
Licence: 026CN/0616/96

**SCHEDULE 1
TRANSFER
GRANTING EASEMENT**
New South Wales
Real Property Act 1900

Land Titles Office use only

Office of State Revenue use only

(A) LAND

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
146/1012586	4/260958

(B) LODGED BY

LTO Box	Name, Address or DX and Telephone	TG
1W	Egis Consulting Australia Pty Ltd PO Box 201 Chatswood NSW 2057 D. Chapple	TG

(C) TRANSFEROR
(Registered Proprietor of servient tenement)

EHKUK PTY LIMITED

(D) acknowledges receipt of the consideration of \$8,750-00

(E) and TRANSFERS and GRANTS an Easement for Gas Distribution Main as defined in DP 1028948 and in Annexure "A" hereto out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE.

(F) TRANSFEREE
(Registered Proprietor of dominant tenement)

GREAT SOUTHERN ENERGY GAS NETWORKS PTY. LIMITED (ACN 083 199 839)

(G) ENCUMBRANCES (if applicable)

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

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

[Signature]
Signature of Witness

KAREN GIBSON

Name of Witness (BLOCK LETTERS)

221 TARCUTTA ST, WAGGA
Address of Witness WAGGA

DATE 17-10-01
EHKUK PTY. LIMITED by its attorney
Michael John Kennedy pursuant to
Power of Attorney Registered No. 75
Book 3810.

(M. J. KENNEDY)

Attorney for transferor

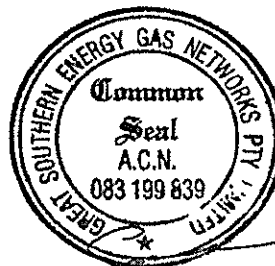
Signature of Transferor

The Common Seal of Great Southern Energy Gas Networks Pty. Limited (ACN 083 199 839) as Transferee was hereunto affixed by authority of the Directors in the presence of:

[Signature]
Signature of Witness

R. CARROLL
Name of Witness (BLOCK LETTERS)

[Signature]
Address of Witness



Seal of Transferee

φ A.C.N 001 419 825

**This is Annexure "A" referred to in the Transfer Granting Easement between
and Great Southern Energy Gas Networks Pty. Limited**

EASEMENT FOR GAS DISTRIBUTION MAIN

The full and free right and liberty to and for the Grantee and the Authorised Persons described below at all times to enter in and upon the Servient tenement for the following purposes:

- (a) to lay, construct, repair, maintain, renew, use, operate and remove pipes, apparatus or works for the conveyance of any substance whether in a gaseous liquid or solid state through in and along the servient tenement;
- (b) to cause or permit to flow or be conveyed through the servient tenement along the said Gas Distribution Mains any such substance;
- (c) with or without vehicles, plant and equipment to enter and be in the servient tenement for the purpose of exercising any rights granted to it hereunder;
- (d) to perform or carry out any act incidental to any of the recited purposes;

Authorised Persons

This Easement may be used by the following persons ("Authorised Persons") for the Permitted Purposes:

- (a) the Grantee;
- (b) the transferees, successors or assigns of the Grantee; or
- (c) the operators, contractors, servants, employees, agents, workmen, financiers, lessees, licensees and consultants of the Grantee.

Ownership of Assets

Despite any rule of law to the contrary or any affixation of anything to the Servient tenement, anything placed in or on the Servient tenement (including the Assets) is and remains the property of the party which placed it in or on the Servient tenement or subsequently purchased or otherwise took title to it.

Grantee's Covenants

The grantee must when exercising the rights conferred by this Easement do as little damage to the Servient tenement as is reasonably practicable.

Grantor's Covenants

- (a) The Grantor must not, without the consent of the grantee, excavate, dig, drill, install or erect on, above or under the Easement any building, pit, well, foundation, pavement or other structure or any installation of any nature whatsoever;
- (b) Alter or disturb existing gradients or contours of the servient tenement subject of the Easement;
- (c) Place on or use the Easement for transport, carriage or support of any heavy object, vehicle or thing (defined as anything over 8 tonnes per axle loading or anything that can not conventionally use public roads) which could in any way cause or be likely to cause damage to the Gas Distribution Main, apparatus or works;
- (d) Plant or cultivate trees of any kind upon the servient tenement subject to the Easement within 5 metres of any pipes, apparatus or works.

[Handwritten Signature]
.....
Signature of Witness

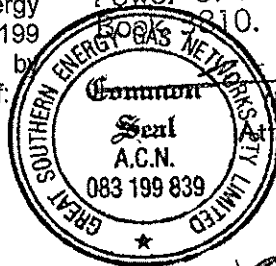
KAREN GIBSON
.....
Name of Witness (BLOCK LETTERS)

221 TARCUTTA ST, WAEGA
WAEGA
.....
Address of Witness

.....
Signature of Transferor

EHKUK P. L. by its attorney
Michael John Kennedy pursuant to
Power of Attorney registered No. 75
Book 7910.

The Common Seal of Great Southern Energy
Gas Networks Pty. Limited (ACN 083 199
839) as Transferee was hereunto affixed by
authority of the Directors in the presence of:



M. J. KENNEDY
Attorney for transferor

[Handwritten Signature]
.....
Signature of Witness

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

[Handwritten Signature]
.....
Address of Witness

[Handwritten Signature]
.....
Seal of Transferee

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
146/1012586	ON	EA		EASEMENT FOR GAS DISTRIBUTION
				MAIN 10 WIDE AFFECTING THE PART
				SHOWN SO BURDENED IN DP1028948
4/260958	ON	EA		EASEMENT FOR GAS DISTRIBUTION
				MAIN 10 WIDE APPURTENANT TO THE
				LAND ABOVE DESCRIBED AFFECTING
				THE PART SHOWN SO BURDENED IN
				DP1028948
146/1012589	CT	>	33H	

SCALES AND SIGNS ONLY

10.5.07
11.9.07

THE SEAL OF NSW TEACHERS CREDIT UNION LTD
 was hereunto duly affixed under the authority of a resolution of the Board in the presence of and is attested by two of its authorized officers whose signatures are set opposite hereon.

NEW TEACHERS CREDIT UNION LTD
 Common Seal
Matthews
Glenn

James

APPROVED BY THE SURVEYOR
 IN ACCORDANCE WITH THE SURVEY ACT 2002
 AND THE SUBDIVISION ACT 2002

Department of Lands Approval

Subdivision Certificate
 Subdivision 888 of the Parish of Waggan Wagga City Council
 Date of Endorsement: 11 APRIL 2007

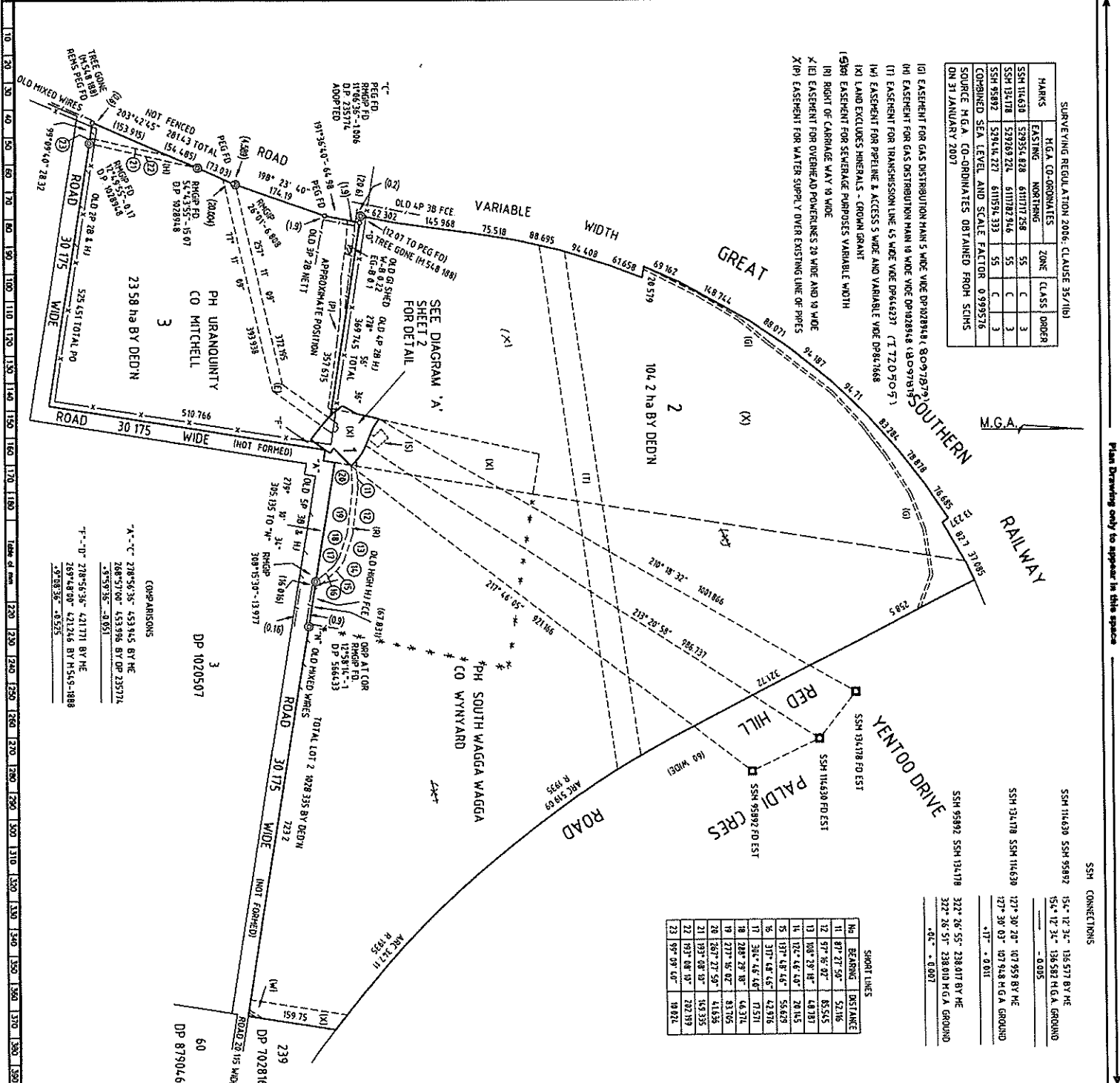
Registration Reference: 201678 - CHECKLIST

SURVEYING REGULATIONS 2006 (CLAUSE 35(1)(b))

HARMS	H.G.A. CO-ORDINATES	ZONE	CLASS	DANGER
SSH 114630	529250.828	611177.258	55	C 3
SSH 134178	529269.222	611192.916	55	C 3
SSH 959992	529416.227	611199.333	55	C 3

COMBINED SEA LEVEL AND SCALE FACTOR: 0.9995216
 SOURCE: H.G.A. CO-ORDINATES OBTAINED FROM SIGNS ON 31 JANUARY 2007

- (G) EASEMENT FOR GAS DISTRIBUTION MAIN 5 WIDE VIDE DP 1028918 (8097876/3) SOUTHERN
- (H) EASEMENT FOR GAS DISTRIBUTION MAIN 10 WIDE VIDE DP 1028918 (8097876/3) SOUTHERN
- (I) EASEMENT FOR TRANSMISSION LINE 4.5 WIDE VIDE DP 1028918 (8097876/3) SOUTHERN
- (J) EASEMENT FOR PEBBLE & ACCESS 5 WIDE AND VARIABLE VIDE DP 1028918
- (K) LAND EXCLUDES HERETALS - GROWN GRASS
- (L) EASEMENT FOR SEWERAGE PURPOSES VARIABLE WIDTH
- (M) RIGHT OF CARRIAGE WAY 10 WIDE
- (N) EASEMENT FOR OVERHEAD POWER LINES 20 WIDE AND 10 WIDE
- (O) EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OR PRESS



SHORT LINES

NO	BEARING	DISTANCE
1	17° 27' 59"	52.515
2	57° 36' 07"	85.545
3	100° 29' 18"	48.191
4	122° 46' 14"	28.415
5	197° 48' 46"	55.629
6	197° 48' 46"	42.316
7	302° 46' 46"	11.511
8	288° 29' 08"	44.311
9	267° 27' 57"	41.535
10	193° 08' 07"	15.335
11	193° 08' 07"	202.119
12	197° 08' 07"	18.922

SSH CONNECTIONS

SSH 114630	SSH 959992	154° 12' 34" - 136.577 BY ME
SSH 134178	SSH 114630	154° 12' 34" - 136.582 H.G.A. GROUND
SSH 134178	SSH 114630	127° 30' 07" - 107.959 BY ME
SSH 134178	SSH 114630	127° 30' 07" - 107.948 H.G.A. GROUND
SSH 959992	SSH 134178	322° 26' 55" - 238.017 BY ME
SSH 959992	SSH 134178	322° 26' 55" - 238.010 H.G.A. GROUND
SSH 959992	SSH 134178	042° - 0.001

DP1116883

Registered: 11-9-2007

The System: TORRENS

Purpose: SUBDIVISION

Rel. Map: L2702-1

Last Plan: 543-1888 DP 566433 & DP 1079269

PLAN OF SUBDIVISION OF LOT 210 IN DP 1079269, LOT 3 IN DP 566433 & LOT 141 IN DP 754567

Lengths are in meters. Reduction Ratio 1:5000

L.C.A.: WAGGA WAGGA

Locality: LLOYD

Parish: SOUTH WAGGA WAGGA

County: WYNWARD / MITCHELL

This is sheet 1 of my plan in 2 sheets.

1. MICHAEL MATTHEW SLINGER
 P.O. BOX 832 KOSCIUSKO, WAGGA WAGGA
 I, the undersigned, being a duly qualified surveyor in accordance with the Survey Act 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Regulations 2006 and was completed on 11/08/2007.
 This survey relates to: LOT 1
 LOTS 2, 3 ARE COMPLETED
 (Note: specify the lot or lots surveyed or specify any land shown in the plan that is not the subject of the survey)
 Down Line: SSH 114630, SSH 959992, DP 1079269, DP 1028918, H510-1888, DP 646237

Scale used in preparation of Survey/Compilation:
 DP 1079269 DP 566433 DP 1028918 DP 105146
 DP 1028918 DP 253714 DP 1079269 DP 816188
 DP 1028918 H510-1888 DP 646237

PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE

1. POSITIVE COVENANT
2. POSITIVE COVENANT
3. EASEMENT FOR SEWERAGE PURPOSES
4. RIGHT OF CARRIAGE WAY 10 WIDE
5. EASEMENT FOR OVERHEAD POWER LINES
6. EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OR PRESS

LINKED BOUNDARIES

NO	BEARING	DISTANCE	ARC	RADIUS
1	302° 38' 33"	34.315	34.527	50
2	350° 33' 41"	34.071	34.208	100
3	134° 30' 42"	20.959	21.071	50
4	138° 45' 13"	7.661	7.666	50
5	132° 04' 20"	13.241	13.253	50

SHORT LINES

NO	BEARING	DISTANCE
6	104° 16' 50"	5
7	276° 16' 50"	5.1
8	102° 16' 50"	10
9	36° 16' 50"	5.1
10	178° 16' 50"	5

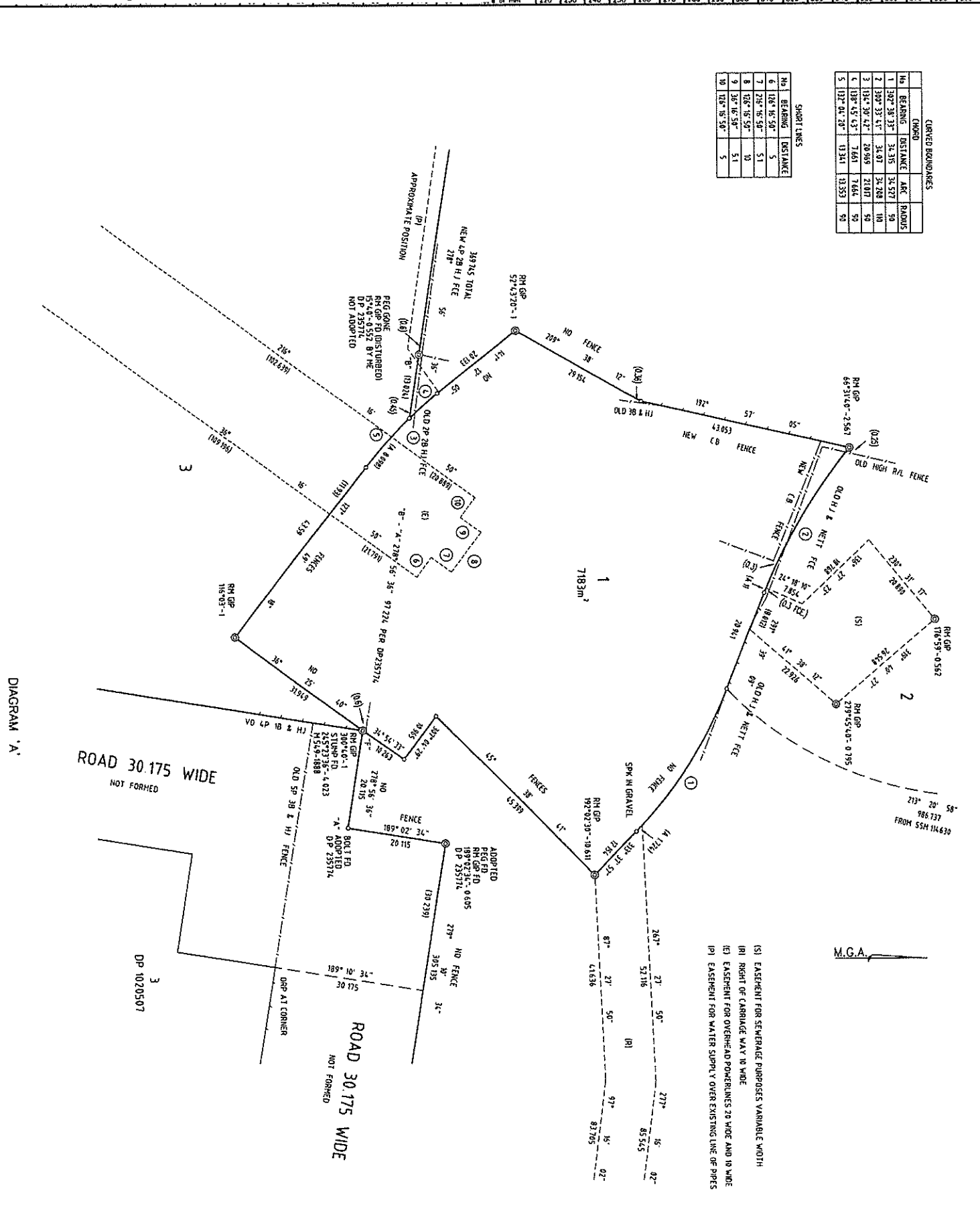


DIAGRAM 'A'

Plan Drawing only to appear in this space

M.G.A.

- (S) EASEMENT FOR SEWERAGE PURPOSES VARIABLE WIDTH
- (R) RIGHT OF CARRIAGE WAY 10 WIDE
- (E) EASEMENT FOR OVERHEAD POWERLINES 20 WIDE AND 10 WIDE
- (P) EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPES

DP116883

Registered: LW 11.9.2007

This is sheet 2 of my plan in 2 sheets dated 6 FEB 2007

Michael Stinger

Surveyor registered under Surveyors Act 2002
 This is sheet 2 of my plan of 2 sheets covered by my Certificate No. ST07/10009 of 11 April 2007

Volney Howden
 Authorised Person/Authorised Manager/Deputy/Assistant/Deputy

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

Reduction Ratio: 1: 500

Surveyor's Reference: 2012-20 - CHECKLIST

RELODGED

14 SEP 2007
 TIME: 10.45

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION ON THE USE OF THE LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 1 of 6 sheets)

Plan: Subdivision of Lot 210 DP1079269, Lot 3 DP 566433 and :Lot 141 in DP754567 covered by Subdivision Certificate No. SC07/0009

Full name and address of the owner of the land:

David Thiele O'Grady and Donna Lynette O'Grady of "Breedell", Redhill Road, Wagga Wagga

Ehkuk Pty Ltd A.C.N. 001 419 825 of 30 Blake Street, Wagga Wagga

DP1116883

Timothy Charles Hartwig and Donna Johanna Hartwig of 6 Mill Street, Wagga Wagga

Part 1 (Creation)


Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Positive covenant	2	Wagga Wagga City Council
2	Positive covenant	2	Wagga Wagga City Council
3	Easement ^{for} to drain sewerage purpose <i>Variable width</i>	2	1
4	Right of carriageway 10 wide	<i>6</i> 2	1
5	Easement for overhead powerlines <i>20 wide & 10 wide</i>	3 * <i>2</i>	1 + Country Energy <i>Country Energy</i>
6	Easement for Water supply over <i>existing line of pipes</i>	3 + 2	1




Part 2 (Terms)

1. Terms of positive covenant

- (a) Before closing off the Benefited lot's access to the crown road south of lot 1 or making the crown road impassable the owner of the burdened lot must provide the Benefited lot with access to the Benefited lot at the owner of the burdened lot's cost over a legal road or registered easement that is suitable for use in all weather including the installation and ongoing maintenance of a suitable cattle grid on the main road entry point.

The party with the power to release, vary or modify the covenant is the Wagga Wagga City Council.

x D O'Grady


DP1116883

(Sheet 2 of 6 sheets)

Plan: Subdivision of Lot 210 DP1079269, Lot 3 DP 566433 and Lot 141 in DP754567 covered by Subdivision Certificate No SC07/0009

2. Terms of positive covenant

- (a) The parties acknowledge that the owner of the burdened lot intends to subdivide lot 2 into residential allotments (**the development**).
- (b) Before completion of the development the owner of the burdened lot will make available to the Benefited lot all services the owner of the burdened lot is obliged by Wagga Wagga City Council to make available to the development. The owner of the burdened lot will at its cost ensure that the services are made available within the road reserve abutting the benefited lot (on the benefited lot's side of the road) to be constructed by the owner of the burdened lot.
- (c) Other than Wagga Wagga City Council, Riverina Water County Council or Country Energy standard residential connection costs, the services will be made available at the cost of the owner of the burdened lot. The owner of the benefited lot will connect at its cost to the sewerage and drainage once the sewerage and drainage is available in the road reserve abutting the Benefited Lot.
- (d) **Services** includes all town water, sewerage, stormwater, waste, gas and electricity and bitumen roads and culverts, kerb and guttering.

The party with the power to release, vary or modify the covenant is the Wagga Wagga City Council.

3. Terms of easement to ~~drain sewerage~~ ^{purposes for sewerage purposes} ^{variable or width}

- (a) The owner of the Burdened Lot grants to the owner of the Benefited Lot and every person authorised by it, the full and free right, from time to time and at all times:
 - (i) to drain sewage and other waste material and fluid in any quantities across and through the land as indicated over the Burdened Lot;
 - (ii) to erect a stockproof fence around the area of the easement if directed to do so by any authority;
 - (iii) to use, for the purposes of the easement, any line of pipes already laid within the Burdened Lot for the purpose of draining sewage or any pipe or pipes in replacement or in substitution therefore;
 - (iv) with any tools, implements, or machinery, necessary for the purpose, to enter upon the Burdened Lot and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof; and
 - (v) for any of the aforesaid purposes to open the soil of the Burdened Lot to such extent as may be necessary provided that the owner of the Benefited Lot will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Burdened Lot and will restore that surface as nearly as practicable to its original condition.
- (b) The owner of the Benefited Lot will upon town sewerage being made available to the Benefited Lot:
 - (i) At its cost remove all pipes and septic tanks situated on the Burdened Lot;

x *[Signature]*

[Signature]


DP1116883

(Sheet 3 of 6 sheets)

Plan: Subdivision of Lot 210 DP1079269, Lot 3 DP 566433 and Lot 141 in DP754567 covered by Subdivision Certificate No SC07/0009

(ii) Release this easement.

The party with the power to release, vary or modify the easement to drain sewerage is the owner of the Benefited Lot.

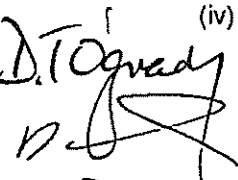
4. **Terms of easement** ~~right of carriageway~~ *for right of carriageway 10 wide* 

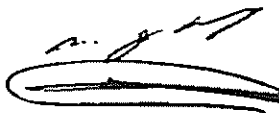
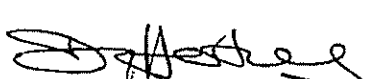
- (a) Full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both over the land indicated herein as the servient tenement.
- (b) The registered proprietor of the land benefited agrees to release the easement once the crown road is closed in accordance with the first positive covenant hereunder.
- (c) The cost of releasing the easement will be met by the registered proprietor of the land benefited;
- (d) If the registered proprietor fails to release the easement within a reasonable time then the registered proprietor of the land burdened would have the right acting as attorney for the registered proprietor of the land benefited to execute any documents to give effect to the surrender.

The party with the power to release, vary or modify the easement is the benefited lot.

5. **Easement for overhead powerlines** *20 wide & 10 wide.*

- (a) The registered proprietor of the benefited lot may permit Country Energy to:
 - (i) transmit electricity through each lot burdened, but only within the existing overhead powerlines travelling through the site of this easement, and
 - (ii) do anything reasonably necessary for that purpose, including:
 - (A) entering the lot burdened, and
 - (B) taking anything on to the lot burdened, and
 - (C) carrying out work, such as constructing, placing, repairing or maintaining poles, wires, conduits and equipment.
- (b) In exercising those powers, the registered proprietor of the benefited lot must:
 - (i) ensure all work is done properly, and
 - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (iii) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (iv) restore the lot burdened as nearly as is practicable to its former condition, and

x *D. Toquady*


DP1116883

(Sheet 4 of 6 sheets)

Plan: Subdivision of Lot 210 DP1079269, Lot 3 DP 566433 and :Lot 141 in DP754567 covered by Subdivision Certificate No SC07/0009

- (v) make good any collateral damage.
- (c) The registered proprietor of the land benefited agrees that the easement will be released immediately an alternative means of electricity supply is available for the land benefited in accordance with the second positive covenant hereunder;
- (d) The costs of releasing the easement is to be met by the registered proprietor of the land benefited;
- (e) If the registered proprietor fails to release the easement within a reasonable time of the services being made available then the registered proprietor of the land burdened would have the right acting as attorney for the registered proprietor of the land benefited to execute any documents to give effect to the surrender.

The party with the power to release, vary or modify the easement is the benefited lot.

6. **Easement for water supply** *✓ over existing line of pipes*

- (a) Easement for water supply
- (b) The registered proprietor of the land benefited agrees that the easement will be released immediately an alternative means of water supply is available for the land benefited in accordance with the second positive covenant hereunder;
- (c) The costs of releasing the easement is to be met by the registered proprietor of the land benefited;
- (d) If the registered proprietor fails to release the easement within a reasonable time of the services being made available then the registered proprietor of the land burdened would have the right acting as attorney for the registered proprietor of the land benefited to execute any documents to give effect to the surrender.

The party with the power to release, vary or modify the easement is the benefited lot.

Executed on behalf of Ehkuk Pty Ltd A.C.N. 001 419 825 by the authorised persons whose signatures appear below pursuant to section 127 of the Corporations Act 2001

Signature: _____	Signature: _____
Name: _____	Name: _____
Office held: _____	Office held: _____

(PRINT NAME AND OFFICE HELD IN BLOCK LETTERS)

EHKUK PTY. LIMITED by its attorney
Michael John Kennedy pursuant to
Power of Attorney Registered No. 75
Book 3810.

[Signature]

(M. J. KENNEDY)
Attorney for transferor

SIGNATURE: *Mr. Patterson*

NAME: *Nancy Ann
Patterson*

ADDRESS: *221 Tarculka Street
Wagga Wagga*

x DT O'quady
[Signature]

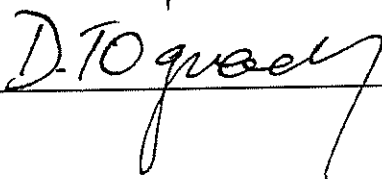
[Signature]
[Signature]

DP1116883

Sheet 5 of 6 sheets

Plan: Subdivision of Lot 210 DP1079269, Lot 3 DP 566433 and :Lot 141 in DP754567 covered by Subdivision Certificate No. SC07/0009

Signed in my presence by David Thiele O'Grady who is personally known to me:



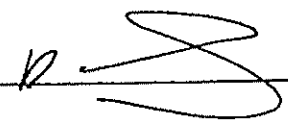
Signature of Witness

Name of Witness (BLOCK LETTERS)

Susan Delphin
LEGAL SECRETARY
221-223 TARCUTTA ST. WAGGA WAGGA

Address and occupation of Witness

Signed in my presence by Donna Lynette O'Grady who is personally known to me:



Signature of Witness

Name of Witness (BLOCK LETTERS)

Susan Delphin
LEGAL SECRETARY
221-223 TARCUTTA ST. WAGGA WAGGA

Address and occupation of Witness

Executed by
Timothy Charles Hartwig
in the presence of:



Timothy Charles Hartwig

Susan Delphin
LEGAL SECRETARY
221-223 TARCUTTA ST
WAGGA WAGGA

WITNESS
MICHAEL JOHN KENNEDY
SOLICITOR

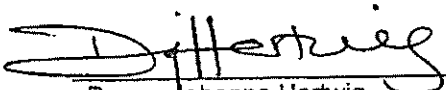
(print name) 221-223 Tarcutta Street
WAGGA WAGGA NSW 2650

Executed by
Donna Johanna Hartwig
in the presence of:

Susan Delphin
LEGAL SECRETARY
221-223 TARCUTTA ST
WAGGA WAGGA

WITNESS
MICHAEL JOHN KENNEDY
SOLICITOR

(print name) 221-223 Tarcutta Street
WAGGA WAGGA NSW 2650



Donna Johanna Hartwig

DP1116883

(Sheet 6 of 6 sheets)

Plan: Subdivision of Lot 210 DP1079269, Lot 3 DP 566433 and :Lot 141 in DP754567 covered by Subdivision Certificate No SC07/0009

Signed for and on behalf the Wagga Wagga City Council

Louise Munday

Authorised person

LOUISE MUNDAY

Authorised person

Executed by NSW Teachers Credit Union Limited under the authority a resolution of the board

M. Romeo

Signature
Authorised officer

Margaret Romeo

(print name)

Ernie Munday


Signature
Authorised officer

Ernie Munday

(print name)

THE SEAL OF NSW TEACHERS CREDIT UNION LTD
was hereunto duly affixed under the authority of a
resolution of the Board in the presence of and is
attested by two of its authorised officers whose
signatures are set opposite thereto.



REGISTERED  UN 11.9.2007

CLAUSE 55 (1)(b) AND CLAUSE 61(1) OF THE SURVEYING REGULATION 2015 AND SURVEYING AND SPATIAL INFORMATION REGULATION 2016

MARK	HEAVY EXISTING	HEAVY NORTHING	CLASS	PROBES	METHOD	SOURCE
SM 86410	529 78.64	6 111 622.449	A	1		SONS
PM 14795	528 719.50	6 110 207.50	A	1		SONS
PM 86658	529 824.87	6 110 173.67	A	1		SONS
SM 22018	529 313.92	6 110 221.84	A	1		SONS
SM 84118	529 208.22	6 111 082.56	C	3		SONS
SM 21405	528 563.53	6 111 242.56	C	3		RIV GROSS POND
SM 19317	528 949.53	6 111 070.80	C	3		PLAID
SM 19409	529 317.13	6 111 510.02	C	3		PLAID
SM 19315	528 979.73	6 111 510.02	C	3		PLAID
SM 16467	529 161.67	6 111 601.55	C	3		PLAID
SM 19318	529 564.66	6 111 139.70	C	3		PLAID
SM 19319	529 091.85	6 111 139.70	C	3		PLAID
SM 22016	528 414.52	6 111 242.56	C	3		PLAID
SM 86410	528 563.53	6 111 242.56	C	3		PLAID
SM 19317	528 949.53	6 111 070.80	C	3		PLAID

N.G.A. CO-ORDINATES OBTAINED FROM STONS AS AT 3 MARCH 2012
DOWNWARD SEA LEVEL AND SCALE FACTOR 0.999973 ZONE 55

FERRETT MARK CONNECTIONS

FROM	TO	BEARING	DISTANCE
'X' - 'Y'		264.557.13°	159.2857 HEAS
PM 14795	SM 86410	264.557.13°	159.2857 HEAS
SM 86410	PM 86658	174.297.57°	156.52 HEAS
SM 86658	SM 22016	292.92.00°	192.234 HEAS
SM 22016	PM 14795	292.92.00°	192.234 HEAS
PM 14795	SM 19418	62.76.00°	1721.928 HEAS
SM 19418	SM 86410	109.45.27°	4.75.105 HEAS
PM 14795	SM 21405	89.45.12°	334.78 HEAS
SM 21405	SM 19317	43.53.18°	516.25 HEAS
SM 19317	SM 16467	82.97.07°	350.007 HEAS
SM 16467	SM 86410	74.47.48°	433.643 HEAS

SCHEDULE OF REFERENCE MARKS

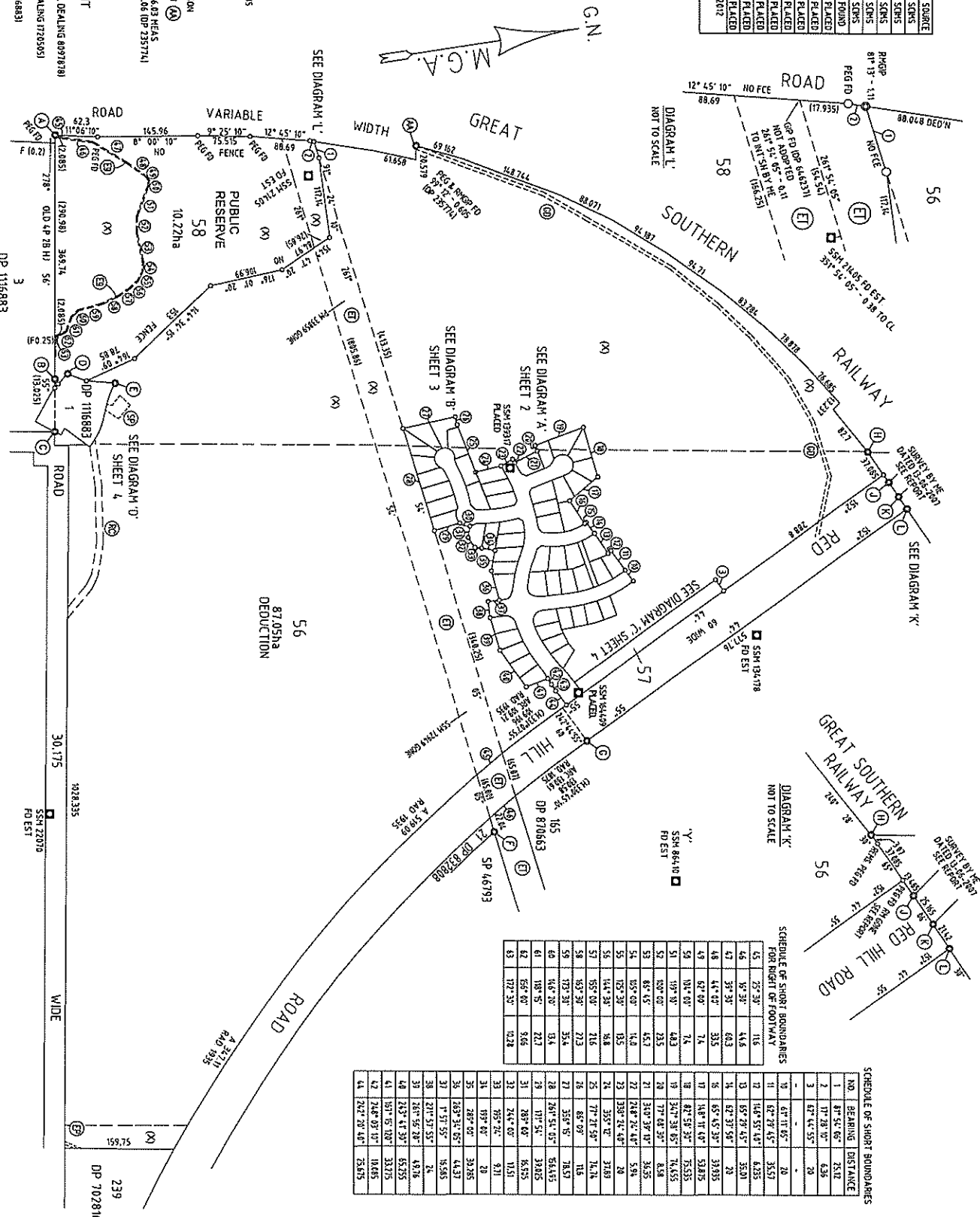
FORM	BEARING	DISTANCE
Range Pt	11° 07'	1.055 (OP 235714)
Range Pt	15° 46'	4.552 (OP 118481)
Range Pt	245° 20'	1.035 (OP 5151)
Range Pt	340° 46'	1.0 (OP 118481)
Range Pt	327° 42'	1.0 (OP 118481)
Range Pt	64° 32'	2.551 (OP 118481)
Range Pt	81° 55'	8.51 (OP 812951)
Range Pt	242° 45'	1.0 (OP 307291)
Range Pt	388° 21'	6.233 (SEE REPORT)
Range Pt	147° 49' 20"	12.671 (SEE REPORT)
Range Pt	110° 32' 20"	13.555 (SEE REPORT)
Range Pt	357° 45'	1.0 (OP 812951)

SCHEDULE OF CURVED BOUNDARIES

NO	BEARING	DISTANCE	ARC RADIUS
9	328° 49' 31"	15.625	150
10	357° 47' 30"	3.84	30
11	265° 0'	6.83	64.9
12	245° 17' 44"	11.60	116.5
13	148° 47' 25"	4.835	48.35
14	328° 47' 28"	4.322	43.22

- (X) LAND EXCLUDES MINERALS BY CROWN GRANT
- (1) EASEMENT FOR GAS DISTRIBUTION MAIN 5 WIDE (WIDE DP 102894, DEALING 8097178)
 - (2) EASEMENT FOR TRANSMISSION LINE 4.5 WIDE (WIDE DP 644231, DEALING 1725951)
 - (3) EASEMENT FOR SEWAGE PURPOSES VARIABLE WIDTH (WIDE DP 1186881)
 - (4) RIGHT OF CARRIAGEWAY 10 WIDE (WIDE DP 1186881)
 - (5) EASEMENT FOR PIPELINE AND ACCESS 5 WIDE AND VARIABLE (WIDE DP 842766)
 - (6) RIGHT OF FOOTWAY 2 WIDE

COMPARISON OF GNS OBSERVATIONS & CAD TRANSERS USED TO DETERMINE PM CONNECTIONS



SCHEDULE OF SHORT BOUNDARIES FOR RIGHT OF FOOTWAY

NO	BEARING	DISTANCE
43	52° 30'	11.6
44	57° 30'	41.8
45	39° 30'	40.3
46	44° 42'	33.5
47	67° 00'	7.4
48	64° 00'	7.4
49	304.00'	7.4
50	109.80'	40.3
51	60° 00'	23.5
52	84° 45'	4.57
53	85° 00'	14.0
54	152° 30'	13.5
55	144° 30'	14.8
56	302° 30'	21.3
57	302° 30'	21.3
58	172° 30'	35.4
59	172° 30'	35.4
60	148° 30'	33.4
61	148° 30'	22.7
62	654.00'	3.66
63	172° 30'	10.28

SCHEDULE OF SHORT BOUNDARIES

NO	BEARING	DISTANCE
10	47° 15'	20
11	62° 27' 45"	35.57
12	146° 55' 18"	62.55
13	65° 45' 30"	28
14	67° 00'	39.55
15	148° 11' 40"	39.55
16	87° 57' 30"	35.55
17	340° 30' 00"	36.55
18	340° 30' 00"	36.55
19	340° 30' 00"	14.55
20	77° 47' 30"	8.38
21	340° 30' 00"	31.60
22	242° 24' 40"	5.84
23	338° 24' 40"	29
24	355° 12'	21.60
25	77° 21' 50"	11.74
26	84° 00'	11.8
27	199° 00'	28
28	199° 00'	30.25
29	289° 02'	16.55
30	289° 02'	16.55
31	1° 57' 52"	16.585
32	289° 56' 20"	43.76
33	289° 56' 20"	43.76
34	235° 44' 30"	65.55
35	191° 55' 10"	32.75
36	242° 20' 40"	25.85

Surveyor: T J HINCHCLIFFE
Date of Survey: 01/04/2012
Surveyor's Ref: 11106 REPORT

PLAN OF SUBDIVISION OF LOT 2
IN DP 1116883

LGA: WAGGA WAGGA
Locality: LLOYD/GALENFIELD PARK
Subdivision No: SC1210022
Lengths are in metres. Reduction Ratio 1:4000

Registered
26 9 2012

DP1177765

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	DISTANCE	ARC RADIUS
1	S 87° 28' 20"	111.6	119.5
2	S 67° 28' 40"	8.75	8.78
3	S 45° 34' 55"	65.55	125.92
4	S 79° 34' 00"	22.55	139
5	S 73° 45'	0.87	0.87
6	S 35° 42' 44"	23	2041
7	S 35° 42' 44"	23	2041
8	S 35° 42' 44"	23	2041
9	S 34° 40' 40"	28	2041
10	S 37° 52' 50"	44.85	44.81
11	S 54° 51'	71.94	235.95
12	S 62° 37' 00"	212.95	234.65
13	S 87° 50'	7.9	7.2
14	N 103° 00'	23.75	23.14
15	N 107° 28' 20"	14.65	14.88
16	S 87° 56' 40"	33.82	13.81
17	N 127° 07' 20"	5.81	17.26
18	S 28° 11' 30"	22.55	71.3
19	S 58° 03'	21.3	71.5
20	S 28° 07' 40"	14.53	14.545
21	N 12° 48'	2.245	10
22	S 45° 20'	0.59	20.82
23	S 34° 28' 40"	1.82	18.55
24	S 34° 55' 40"	1.855	18.55
25	S 38° 46' 30"	21.61	21.5

SCHEDULE OF SHORT BOUNDARIES

NO.	BEARING	DISTANCE
1	N 103° 00'	3.44
2	N 107° 28' 20"	31.63
3	N 107° 13' 30"	21.95
4	N 107° 13' 30"	21.95
5	N 107° 13' 30"	21.95
6	N 107° 13' 30"	21.95
7	N 107° 13' 30"	21.95
8	N 107° 13' 30"	21.95
9	N 107° 13' 30"	21.95
10	N 107° 13' 30"	21.95
11	N 107° 13' 30"	21.95
12	N 107° 13' 30"	21.95
13	N 107° 13' 30"	21.95
14	N 107° 13' 30"	21.95
15	N 107° 13' 30"	21.95
16	N 107° 13' 30"	21.95
17	N 107° 13' 30"	21.95
18	N 107° 13' 30"	21.95
19	N 107° 13' 30"	21.95
20	N 107° 13' 30"	21.95
21	N 107° 13' 30"	21.95
22	N 107° 13' 30"	21.95
23	N 107° 13' 30"	21.95
24	N 107° 13' 30"	21.95
25	N 107° 13' 30"	21.95
26	N 107° 13' 30"	21.95
27	N 107° 13' 30"	21.95
28	N 107° 13' 30"	21.95
29	N 107° 13' 30"	21.95
30	N 107° 13' 30"	21.95
31	N 107° 13' 30"	21.95
32	N 107° 13' 30"	21.95
33	N 107° 13' 30"	21.95
34	N 107° 13' 30"	21.95
35	N 107° 13' 30"	21.95
36	N 107° 13' 30"	21.95
37	N 107° 13' 30"	21.95
38	N 107° 13' 30"	21.95
39	N 107° 13' 30"	21.95
40	N 107° 13' 30"	21.95
41	N 107° 13' 30"	21.95
42	N 107° 13' 30"	21.95
43	N 107° 13' 30"	21.95
44	N 107° 13' 30"	21.95

SCHEDULE OF REFERENCE MARKS

FROM	TO	BEARING	DISTANCE
A	RM 529	331° 17'	5.73
B	RM 529	288° 30' 30"	7.2
C	RM 529	318° 10'	20.31
D	RM 529	318° 10'	20.31
E	RM 529	318° 10'	20.31
F	RM 529	318° 10'	20.31
G	RM 529	318° 10'	20.31
H	RM 529	318° 10'	20.31
I	RM 529	318° 10'	20.31
J	RM 529	318° 10'	20.31
K	RM 529	318° 10'	20.31
L	RM 529	318° 10'	20.31
M	RM 529	318° 10'	20.31
N	RM 529	318° 10'	20.31
O	RM 529	318° 10'	20.31
P	RM 529	318° 10'	20.31
Q	RM 529	318° 10'	20.31
R	RM 529	318° 10'	20.31
S	RM 529	318° 10'	20.31
T	RM 529	318° 10'	20.31
U	RM 529	318° 10'	20.31
V	RM 529	318° 10'	20.31
W	RM 529	318° 10'	20.31
X	RM 529	318° 10'	20.31
Y	RM 529	318° 10'	20.31
Z	RM 529	318° 10'	20.31

PERMANENT MARK CONNECTIONS

FROM	TO	BEARING	DISTANCE
SSM 139317	SSM 139315	6° 10' 44"	81.703 HEAS
SSM 139315	SSM 139316	127° 12' 35"	192.168 HEAS
SSM 139316	SSM 139317	171° 48' 22"	183.552 HEAS
SSM 139317	SSM 139318	249.58° 47'	88.868 HEAS
SSM 139318	SSM 139319	294.28° 45'	82.894 HEAS
SSM 139319	SSM 139320	312° 00' 17"	83.502 HEAS
SSM 139320	SSM 139321	256.03° 36'	103.038 HEAS
SSM 139321	SSM 139322	197° 08' 28"	104.387 HEAS
SSM 139322	SSM 139323	358.43° 10'	110.620 HEAS
SSM 139323	SSM 139324	288° 13' 42"	130.242 HEAS

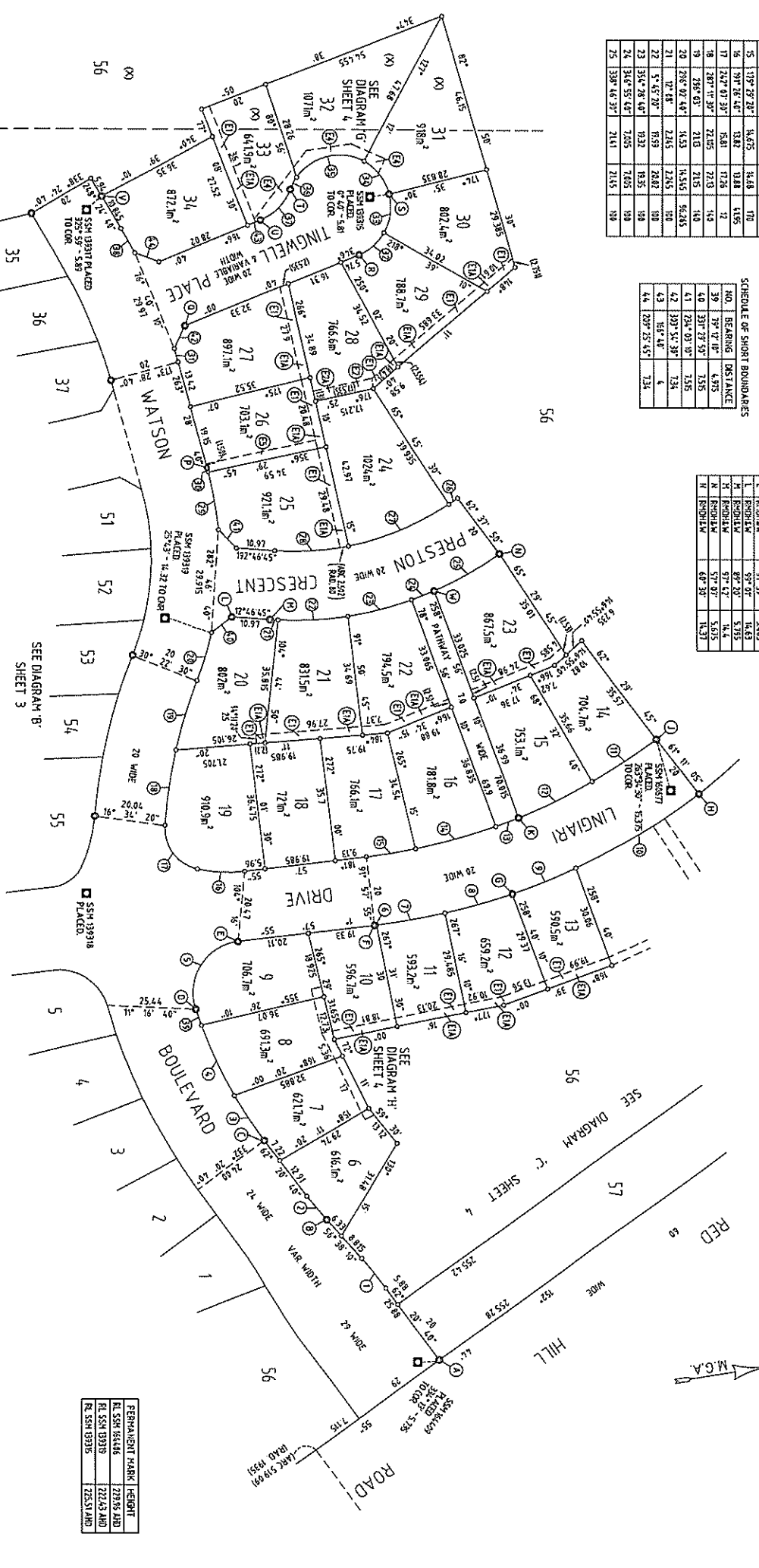


DIAGRAM 'A'
REDUCTION RATIO 1:800

Surveyor: TU HINCHCLIFFE
Date of Survey: 01/04/2012
Surveyor's Ref: 11105 REPORT

PLAN OF SUBDIVISION OF LOT 2
IN DP 1116883

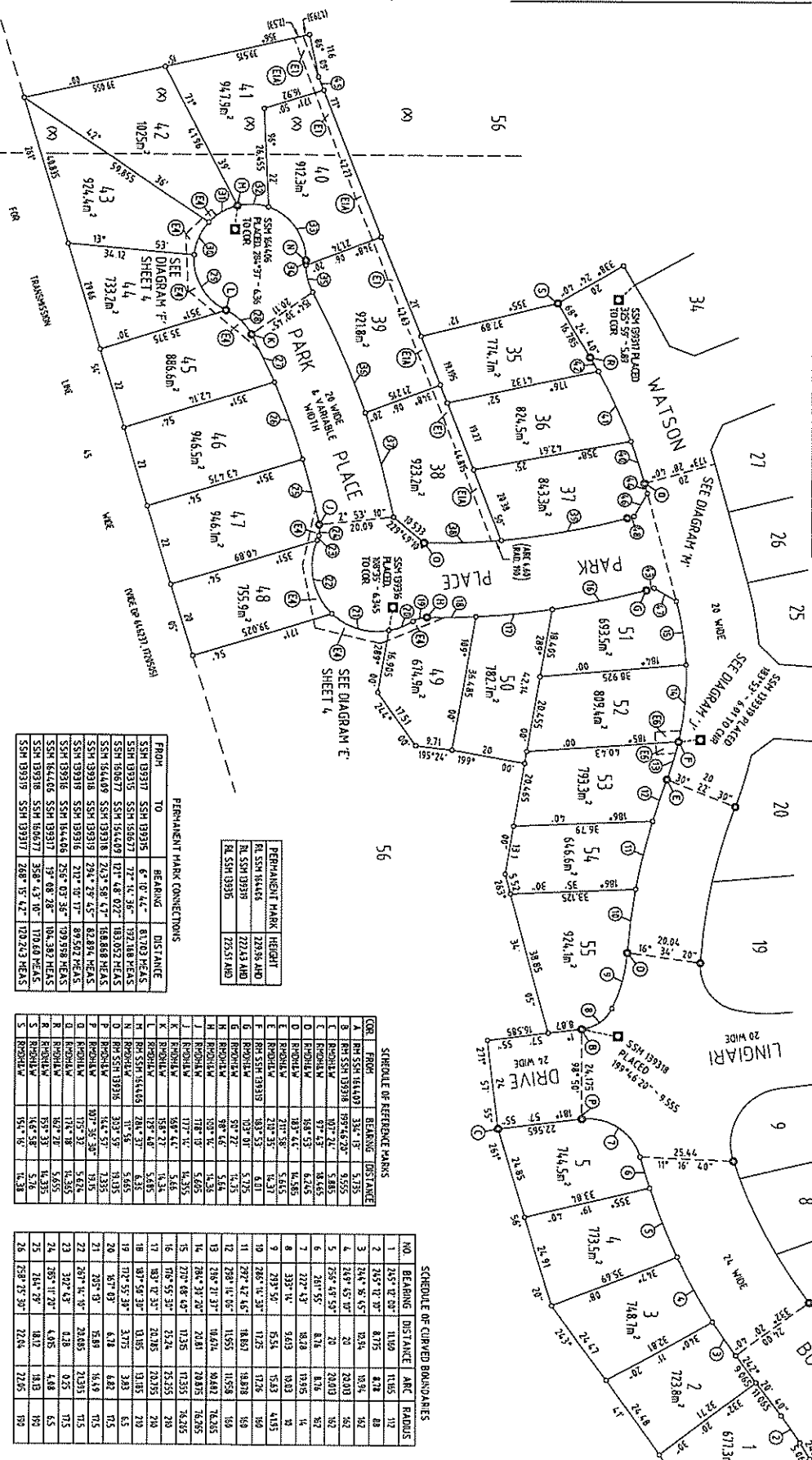
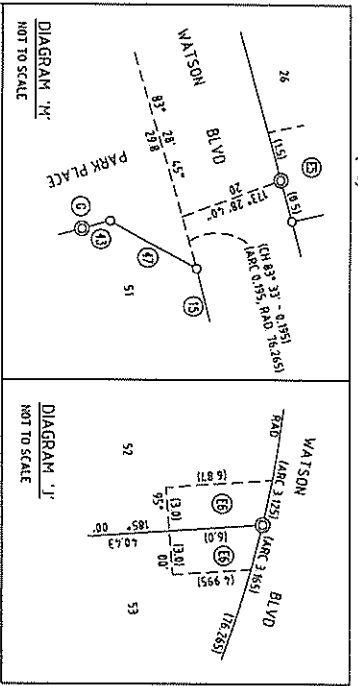
LGA: WAGGA WAGGA
Locality: LLOYD/GLENFIELD PARK
Subdivision No: SC120022
Lengths are in metres. Reduction Ratio: 1:800

Registered
26.9.2012

DP1177765

PERMANENT MARK HEIGHT

MARK	HEIGHT
EL 529	164.46
EL 529	228.95
EL 529	222.43
EL 529	225.14



- (E1) EASEMENT TO DRAIN WATER 2.5 WIDE
- (E2) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (E3) EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 6 WIDE
- (E4) EASEMENT FOR DRAIN SEWAGE VARIABLE WIDTH
- (E5) EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 6 WIDE
- (X) LAND EXCLUDES MINERALS BY CROWN GRANT

PERMANENT MARK HEIGHT

MARK	HEIGHT
RL SM 19319	223.5 AND
RL SM 19319	223.5 AND

PERMANENT MARK CONNECTIONS

FROM	TO	BEARING	DISTANCE
SM 19317	SM 19315	6° 10' 42"	81.703 HEAS
SM 19317	SM 19316	72° 41' 36"	132.118 HEAS
SM 19317	SM 19318	127° 48' 02"	183.052 HEAS
SM 19317	SM 19319	172° 48' 02"	183.052 HEAS
SM 19318	SM 19317	62° 28' 45"	168.888 HEAS
SM 19318	SM 19319	219° 29' 45"	82.894 HEAS
SM 19318	SM 19316	212° 40' 17"	89.502 HEAS
SM 19318	SM 19315	258° 02' 36"	109.518 HEAS
SM 19318	SM 19317	37° 08' 28"	106.382 HEAS
SM 19319	SM 19317	358° 43' 10"	104.602 HEAS
SM 19319	SM 19317	248° 15' 42"	120.243 HEAS

SCHEDULE OF REFERENCE MARKS

NO.	FROM	TO	BEARING	DISTANCE
1	SM 19319	SM 19317	358° 43' 10"	104.602
2	SM 19319	SM 19317	248° 15' 42"	120.243
3	SM 19319	SM 19316	212° 40' 17"	89.502
4	SM 19319	SM 19318	172° 48' 02"	183.052
5	SM 19319	SM 19315	62° 28' 45"	168.888
6	SM 19319	SM 19316	219° 29' 45"	82.894
7	SM 19319	SM 19317	72° 41' 36"	132.118
8	SM 19319	SM 19318	127° 48' 02"	183.052
9	SM 19319	SM 19315	62° 28' 45"	168.888
10	SM 19319	SM 19316	219° 29' 45"	82.894
11	SM 19319	SM 19317	72° 41' 36"	132.118
12	SM 19319	SM 19318	127° 48' 02"	183.052
13	SM 19319	SM 19315	62° 28' 45"	168.888
14	SM 19319	SM 19316	219° 29' 45"	82.894
15	SM 19319	SM 19317	72° 41' 36"	132.118
16	SM 19319	SM 19318	127° 48' 02"	183.052
17	SM 19319	SM 19315	62° 28' 45"	168.888
18	SM 19319	SM 19316	219° 29' 45"	82.894
19	SM 19319	SM 19317	72° 41' 36"	132.118
20	SM 19319	SM 19318	127° 48' 02"	183.052
21	SM 19319	SM 19315	62° 28' 45"	168.888
22	SM 19319	SM 19316	219° 29' 45"	82.894
23	SM 19319	SM 19317	72° 41' 36"	132.118
24	SM 19319	SM 19318	127° 48' 02"	183.052
25	SM 19319	SM 19315	62° 28' 45"	168.888
26	SM 19319	SM 19316	219° 29' 45"	82.894
27	SM 19319	SM 19317	72° 41' 36"	132.118
28	SM 19319	SM 19318	127° 48' 02"	183.052
29	SM 19319	SM 19315	62° 28' 45"	168.888
30	SM 19319	SM 19316	219° 29' 45"	82.894
31	SM 19319	SM 19317	72° 41' 36"	132.118
32	SM 19319	SM 19318	127° 48' 02"	183.052
33	SM 19319	SM 19315	62° 28' 45"	168.888
34	SM 19319	SM 19316	219° 29' 45"	82.894
35	SM 19319	SM 19317	72° 41' 36"	132.118
36	SM 19319	SM 19318	127° 48' 02"	183.052
37	SM 19319	SM 19315	62° 28' 45"	168.888
38	SM 19319	SM 19316	219° 29' 45"	82.894
39	SM 19319	SM 19317	72° 41' 36"	132.118
40	SM 19319	SM 19318	127° 48' 02"	183.052
41	SM 19319	SM 19315	62° 28' 45"	168.888
42	SM 19319	SM 19316	219° 29' 45"	82.894
43	SM 19319	SM 19317	72° 41' 36"	132.118
44	SM 19319	SM 19318	127° 48' 02"	183.052

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	DISTANCE	ARC RADIUS
1	248° 15' 42"	120.243	112
2	248° 15' 42"	120.243	112
3	248° 15' 42"	120.243	112
4	248° 15' 42"	120.243	112
5	248° 15' 42"	120.243	112
6	248° 15' 42"	120.243	112
7	248° 15' 42"	120.243	112
8	248° 15' 42"	120.243	112
9	248° 15' 42"	120.243	112
10	248° 15' 42"	120.243	112
11	248° 15' 42"	120.243	112
12	248° 15' 42"	120.243	112
13	248° 15' 42"	120.243	112
14	248° 15' 42"	120.243	112
15	248° 15' 42"	120.243	112
16	248° 15' 42"	120.243	112
17	248° 15' 42"	120.243	112
18	248° 15' 42"	120.243	112
19	248° 15' 42"	120.243	112
20	248° 15' 42"	120.243	112
21	248° 15' 42"	120.243	112
22	248° 15' 42"	120.243	112
23	248° 15' 42"	120.243	112
24	248° 15' 42"	120.243	112
25	248° 15' 42"	120.243	112
26	248° 15' 42"	120.243	112

SCHEDULE OF SHORT BOUNDARIES

NO.	BEARING	DISTANCE	ARC RADIUS
27	292° 57'	4.385	14.78
28	292° 42'	9.315	9.313
29	292° 57'	4.385	14.78
30	292° 42'	9.315	9.313
31	292° 57'	4.385	14.78
32	292° 42'	9.315	9.313
33	292° 57'	4.385	14.78
34	292° 42'	9.315	9.313
35	292° 57'	4.385	14.78
36	292° 42'	9.315	9.313
37	292° 57'	4.385	14.78
38	292° 42'	9.315	9.313
39	292° 57'	4.385	14.78
40	292° 42'	9.315	9.313
41	292° 57'	4.385	14.78
42	292° 42'	9.315	9.313

DIAGRAM 'B'
 REDUCTION RATIO 1:800

Surveyor: TJ HINCHCLIFFE
 Date of Survey: 01/04/2012
 Surveyor's Ref: 11106 REPORT

PLAN OF SUBDIVISION OF LOT 2
 IN DP 1116883

LGA: WAGGA WAGGA
 Locality: LLOYD/GLENFIELD PARK
 Subdivision No: SC1200022

Registered
 26/9/2012

DP117765

- (X) LAND EXCLUDES MINERALS BY CROWN GRANT
- (1) EASEMENT TO DRAIN WATER 2.5 WIDE
- (2) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (3) EASEMENT TO DRAIN WATER 3 WIDE
- (4) EASEMENT TO DRAIN SEWAGE 3 WIDE
- (5) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (6) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (7) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (8) EASEMENT TO DRAIN SEWAGE 4 WIDE
- (9) EASEMENT FOR SEWAGE PIPES VARIABLE WIDTH (WIDE DP 116883)
- (10) RIGHT OF CARRIAGEWAY 10 WIDE (WIDE DP 116883)
- (11) EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPES (WIDE DP 116883) (APPROX POSITION)

SCHEDULE OF CURVED BOUNDARIES

NO	BEARING	DISTANCE	ARC	RADIUS
1	231° 29' 20"	11.6	1155	112
2	331° 55' 35"	4.285	4.137	193
3	328° 42' 17"	15.625	15.635	182
4	318° 45' 46"	7.655	7.655	50

SCHEDULE OF REFERENCE MARKS

COORD	FROM	BEARING	DISTANCE
A	FACTORY	184.419	3.213
B	ROAD	34.71	4.755
C	ROAD	68.57	4.755
D	ROAD	52.147	1.021
E	ROAD	52.147	1.021
F	ROAD	52.147	1.021
G	ROAD	52.147	1.021
H	ROAD	52.147	1.021
I	ROAD	52.147	1.021
J	ROAD	52.147	1.021
K	ROAD	52.147	1.021
L	ROAD	52.147	1.021
M	ROAD	52.147	1.021
N	ROAD	52.147	1.021
O	ROAD	52.147	1.021
P	ROAD	52.147	1.021
Q	ROAD	52.147	1.021
R	ROAD	52.147	1.021
S	ROAD	52.147	1.021
T	ROAD	52.147	1.021
U	ROAD	52.147	1.021
V	ROAD	52.147	1.021
W	ROAD	52.147	1.021
X	ROAD	52.147	1.021
Y	ROAD	52.147	1.021
Z	ROAD	52.147	1.021

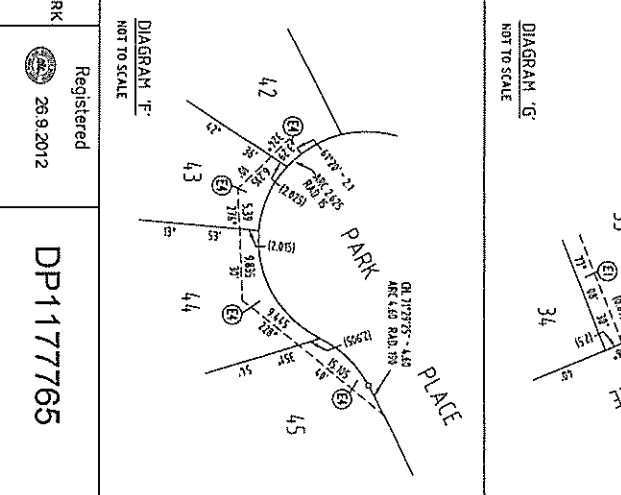
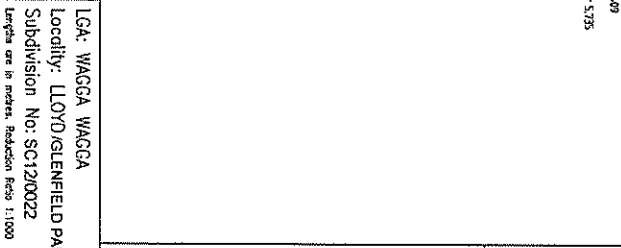
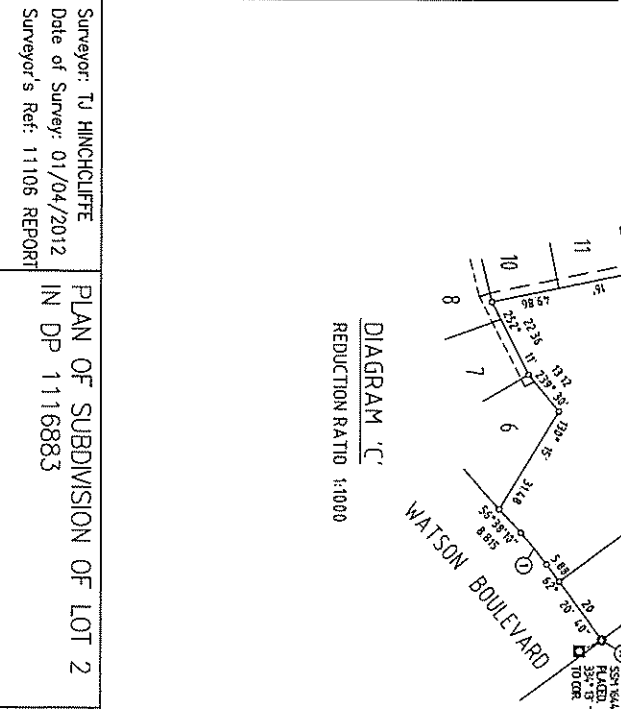
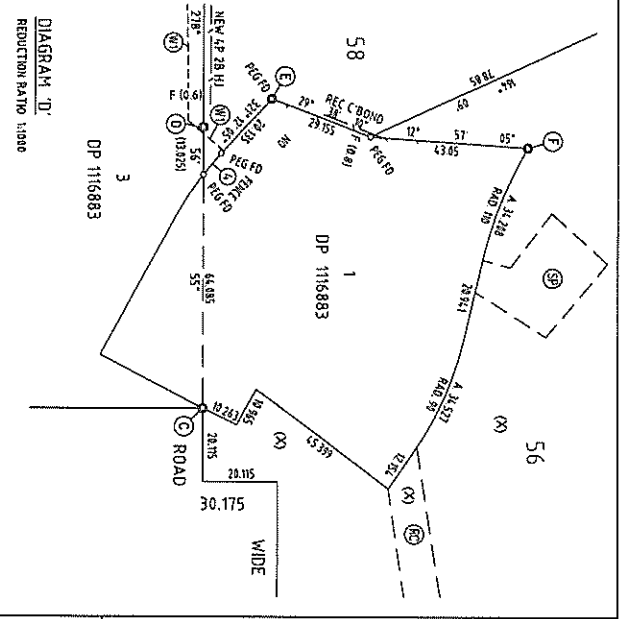


DIAGRAM 'D'
REDUCTION RATIO 1:1000

DIAGRAM 'C'
REDUCTION RATIO 1:1000

DIAGRAM 'H'
REDUCTION RATIO 1:500

DIAGRAM 'G'
NOT TO SCALE

DIAGRAM 'F'
NOT TO SCALE

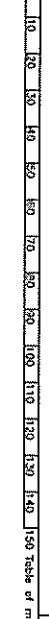
Surveyor: T J HINCHCLIFFE
Date of Survey: 01/04/2012
Surveyor's Ref: 11106 REPORT

PLAN OF SUBDIVISION OF LOT 2
IN DP 1116883

LGA: WAGGA WAGGA
Locality: LOTD/GLENFIELD PARK
Subdivision No: SC1210022
Lengths are in metres. Reduction Ratio 1:1000

Registered
28.9.2012

DP1177765



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)


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



DP1177765 S

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 2.5 WIDE
2. EASEMENT TO DRAIN SEWAGE 2.5 WIDE
3. EASEMENT TO DRAIN WATER 3 WIDE
4. EASEMENT TO DRAIN SEWAGE 3 WIDE
5. EASEMENT TO DRAIN WATER VARIABLE WIDTH
6. EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
7. EASEMENT TO DRAIN SEWAGE 2 WIDE
8. EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 6 WIDE
9. EASEMENT TO DRAIN SEWAGE 4 WIDE
10. EASEMENT TO DRAIN WATER 4 WIDE
11. RIGHT OF FOOTWAY 2 WIDE
12. RESTRICTION ON THE USE OF LAND
13. POSITIVE COVENANT

Registered:  26.9.2012
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF
LOT 2 D.P. 1116883

LGA: WAGGA WAGGA
 Locality: LLOYD/GLENFIELD PARK
 Parish: SOUTH WAGGA WAGGA
 County: WYNYARD

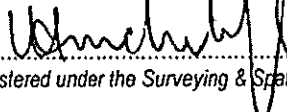
IT IS INTENDED TO DEDICATE LOTS 57 AND 58 AS PUBLIC RESERVE.

IT IS INTENDED TO DEDICATE WATSON BOULEVARD, LINGIARI DRIVE, PRESTON CRESCENT, TINGWELL PLACE AND PARK PLACE WITHIN THE SUBDIVISION TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE THE PATHWAY 7 WIDE TO THE PUBLIC.

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

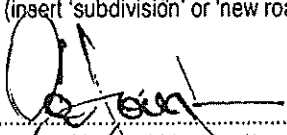
Surveying & Spatial Information Regulation, 2006
 I, TERRENCE JOHN HINCHCLIFFE of 39 CRAMPTON STREET, WAGGA WAGGA, 2650 a surveyor registered under the *Surveying & Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying & Spatial Information Regulation, 2006* and was completed on: 1 APRIL 2012
 The survey relates to LOTS 1 TO 55 INCLUSIVE & LOTS 57 & 58 LOT 56 BY DEDUCTION

Signature  Dated: 17.07.12
 Surveyor registered under the *Surveying & Spatial Information Act, 2002*

Datum Line: X - Y MGA
 Type: URBAN

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: Wagga Wagga City Council
 Date of Endorsement: 20 July 2012
 Accreditation no:
 Subdivision Certificate no: SC12/0022
 File no: DA1070313

Plans used in the preparation of survey/compilation
 D.P. 1116883, DP 832808, DP 1079269
 DP 646237, DP 235774, DP 1028948

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

* Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 11106

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF
LOT 2 D.P. 1116883

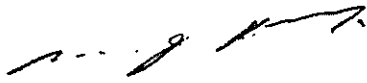
DP1177765

Registered:  26.9.2012

Subdivision Certificate No: SC 12 / 0022

Date of Endorsement: 20/7/12

Ehhuk Pty Limited
(A.C.N. 001419825)
by its Attorney
Michael John Kennedy
pursuant to Power of
Attorney Registered
No. 75 Book 3810.


(Michael John Kennedy).

Witness
N. Patterson

NANCY ANNE PATTERSON
CLERK
WAGGA WAGGA
221-223 Talcutta Street

SURVEYOR'S REFERENCE: 11106

* OFFICE USE ONLY

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
OR RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF
LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 11 sheets)

DP1177765

Plan of Subdivision of Lot 2 DP 1116883
In the Parish of South Wagga Wagga County of Wynyard
covered by Council Certificate No. 52 12/0022
Dated 20/7/12

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

EHKUK PTY LIMITED
c/- 221-223 Tarcutta Street
WAGGA WAGGA NSW 2650

PART 1

1. Identity of easement, profit à prendre, restriction, or positive covenant to be created and firstly referred to in the plan Easement to drain water 2.5 wide.

Schedule of lots etc affected

Lots benefited, Relevant Roads,
Bodies or Prescribed Authorities
Council of the City of Wagga Wagga.

Lots burdened
Lots 7-8, 10-13, 20-23, 25-30,
33, 38-41, 57, 56

2. Identity of easement, profit à prendre, restriction, or positive covenant to be created and secondly referred to in the plan Easement to drain sewage 2.5 wide.

Schedule of lots etc affected

Lots benefited, Relevant Roads,
Bodies or Prescribed Authorities
Council of the City of Wagga Wagga.

Lots burdened
Lots 7-8, 10-13, 20-23, 25-30,
33, 38-41, 56-57.

6

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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DP1177765

(Sheet 2 of 11 sheets)

Plan of Subdivision of Lot 2 DP 1116883
In the Parish of South Wagga Wagga County of Wynyard
covered by Council Certificate No. *SC 12/0022*
Dated *20/7/12*

3. Identity of easement, profit à prendre, restriction, or positive covenant to be created and thirdly referred to in the plan Easement to drain water 3 wide.

Schedule of lots etc affected

Lots burdened
Lots 8-9 & 28

Lots Benefited, Relevant Roads,
Bodies or Prescribed Authorities
Council of the City of Wagga Wagga.

4. Identity of easement, profit à prendre, restriction, or positive covenant to be created and fourthly referred to in the plan Easement to drain sewage 3 wide.

Schedule of lots etc affected

Lots burdened
Lots 8-9 & 28

Lots Benefited, Relevant Roads,
Bodies or Prescribed Authorities
Council of the City of Wagga Wagga.

5. Identity of easement, profit à prendre, restriction, or positive covenant to be created and fifthly referred to in the plan Easement to drain water variable width.

Schedule of lots etc affected

Lots burdened
Lots 6 & 56

Lots Benefited, Relevant Roads,
Bodies or Prescribed Authorities
Council of the City of Wagga Wagga.

W

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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SECTION 88B OF THE CONVEYANCING ACT 1919**

DP1177765

(Sheet 3 of 11 sheets)

Plan of Subdivision of Lot 2 DP 1116883
In the Parish of South Wagga Wagga County of Wynyard
covered by Council Certificate No. 5012/0022
Dated 20/7/12

6. Identity of easement, profit à prendre, restriction, or positive covenant to be created and sixthly referred to in the plan Easement to drain sewage variable width.

Schedule of lots etc affected

<u>Lots burdened</u>	<u>Lots Benefited, Relevant Roads, Bodies or Prescribed Authorities</u>
Lots 6, 31-33, 42-45, 47-49, 56 & 58-60	Council of the City of Wagga Wagga.

7. Identity of easement, profit à prendre, restriction, or positive covenant to be created and seventhly referred to in the plan Easement to drain sewage 2 wide.

Schedule of lots etc affected

<u>Lots burdened</u>	<u>Lots Benefited, Relevant Roads, Bodies or Prescribed Authorities</u>
Lot 26	Council of the City of Wagga Wagga.

8. Identity of easement, profit à prendre, restriction, or positive covenant to be created and eighthly referred to in the plan Easement for multipurpose electrical installation 6 wide.

Schedule of lots etc affected

<u>Lots burdened</u>	<u>Lots Benefited, Relevant Roads, Bodies or Prescribed Authorities</u>
Lots 52-53	Essential Energy.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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DP1177765

(Sheet 4 of 11 sheets)

Plan of Subdivision of Lot 2 DP 1116883
In the Parish of South Wagga Wagga County of Wynyard
covered by Council Certificate No. SC 12/0022
Dated 20/7/12

9. Identity of easement, profit à prendre, restriction, or positive covenant to be created and ninthly referred to in the plan Easement to drain sewage 4 wide.

Schedule of lots etc affected

Lots burdened
Lot 56

Lots Benefited, Relevant Roads,
Bodies or Prescribed Authorities
Council of the City of Wagga Wagga.

10. Identity of easement, profit à prendre, restriction, or positive covenant to be created and tenthly referred to in the plan Easement to drain water 4 wide.

Schedule of lots etc affected

Lots burdened
Lot 56

Lots Benefited, Relevant Roads,
Bodies or Prescribed Authorities
Council of the City of Wagga Wagga.

11. Identity of easement, profit à prendre, restriction, or positive covenant to be created and eleventhly referred to in the plan Right of footway 2 wide.

Schedule of lots etc affected

Lots burdened
Lot 58

Lots Benefited, Relevant Roads,
Bodies or Prescribed Authorities
Department of Primary Industries (Crown Lands).

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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DP117765

(Sheet 5 of 11 sheets)

Plan of Subdivision of Lot 2 DP 1116883
In the Parish of South Wagga Wagga County of Wynyard
covered by Council Certificate No. *SC 12/0022*
Dated *20/7/12*

12. Identity of easement, profit à prendre, restriction, or positive covenant to be created and twelfthly referred to in the plan Restriction on the use of land.

Schedule of lots etc affected

<u>Lots burdened</u>	<u>Lots Benefited, Relevant Roads, Bodies or Prescribed Authorities</u>
<i>/</i> Each and every lot except Lots 56- 58 .50	Each and every lot except Lots 56- 58 , 58. <i>/</i>

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

Schedule of lots etc affected

<u>Lots burdened</u>	<u>Lots Benefited, Relevant Roads, Bodies or Prescribed Authorities</u>
Each and every lot except Lots 56- 58 .50	Council of the City of Wagga Wagga.

PART 2

1. **Terms of easement, profit à prendre, restriction, or positive covenant eighthly referred to in the plan.**

Refer to Part C of Memorandum AG189384.

W

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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DP117765

(Sheet 6 of 11 sheets)

Plan of Subdivision of Lot 2 DP 1116883
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Dated 20/7/12

2. **Terms of easement, profit à prendre, restriction, or positive covenant twelfthly referred to in the plan.**

- (a) (i) Not more than one (1) single dwelling shall be established upon Lots 1 to 18, 21 to 24, 26, 28 to 33, 35, 36, 44 to 54.
- (ii) Not more than two (2) unit dwellings shall be established upon Lots 19, 20, 25, 27, 34, 37 to 43 & 55.
- (iii) The minimum floor area of a single dwelling shall be in accordance with the figures below:

Lot size (up to and including)	Minimum floor area (including garage)
600 sqm	220 sqm
700 sqm	250 sqm
800 sqm	280 sqm
1000 sqm	340 sqm

- (b) No main building or garage shall be constructed of a material other than brick, brick veneer, stone, hebel block or panels, exin panels, cement block or concrete construction. Weatherboard cladding is permitted provided it comprises not more than 20 percent of any façade of the building. Roof shall be constructed of slate, tile or steel sheet.
- (c) No building shall be used or permitted to be used for any purpose other than as a private dwelling house and nor shall any part thereof be used or permitted to be used for a residential unit, strata unit or flat.

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DP1177765

(Sheet 7 of 11 sheets)

Plan of Subdivision of Lot 2 DP 1116883
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Dated 20/7/12

- (d) No building (other than a main building or garage) shall:-
- (i) be constructed of a material other than brick, brick veneer or steel sheet;
 - (ii) have a roof constructed of a material other than tile, slate or steel sheet;
 - (iii) have a floor area greater than 40 square metres;
 - (iv) exceed at any point three metres in height above ground floor level.
- (e) No carport shall be permitted to be erected or to remain on any lot and no garage shall be permitted to be erected or to remain on any lot unless it is constructed with a pitched roof.
- (f) The surface treatment of the nature strip adjacent to any lot shall be synthetic turf.
- (g) No advertising signs or awnings shall be erected or be displayed or be permitted to remain on any lot other than street numbers and house names which shall not exceed 60 centimetres x 30 centimetres in size.
- (h) No lot or building thereon shall be used or any noxious, noisome or offensive trade or calling.
- (i) (i) No fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height) shall be erected within 5.5 metres of the back of kerb, provided that this shall not apply to any corner lot.
- (ii) No fencing other than steel sheet fencing not exceeding 1800 millimetres in height shall be used along the remaining boundaries provided that in the case of a corner lot this restriction shall apply to one frontage only.
- (iii) In the case of a corner lot no fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height) shall be erected any closer to the front street alignment than the house building erected on that lot.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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DP1177765

(Sheet 8 of 11 sheets)

Plan of Subdivision of Lot 2 DP 1116883
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- (iv) "Steel Sheet" when herein used shall mean aluminium/zinc coated or galvanised steel sheet with one of the following finishes:-
- (i) silicone polyester pre-finished baked onto one or both sides;
 - (ii) 0.215 millimetres thick vinyl film laminated onto one or both sides;
 - (iii) acrylic film pre-finished onto one or both sides;
 - (iv) the colour of the coating shall be that colorbond colour known as sandstone, riverstone or equivalent colour.

3. **Terms of easement, profit à prendre, restriction, or positive covenant thirteenthly referred to in the plan.**

- (a) No fixed irrigation systems are permitted to be installed between the building line of any allotment and the road alignment.
- (b) No grey water re-use systems are permitted to be installed on any dwelling erected on any lot.
- (c) No dwelling shall be situated above the 280 metre AHD contour.
- (d) Every dwelling must have the larger of either the rainwater tank volume set out in the relevant BASIX certificate or the applicable rainwater tank volume being 5000 litres for dwellings and 2000 litres for unit dwellings.

There shall be a minimum requirement that rainwater tanks are connected to one (1) toilet within the dwelling and the cold water tap of the clothes washer in the laundry.

All excess rainwater shall be discharged to Council's stormwater system.

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DP1177765

(Sheet 9 of 11 sheets)

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- (e) Any domestic cat under the ownership or control of a resident on any lot shall be controlled in such a way as to prevent them to roam freely between sunset and sunrise.
- (f) (i) All allotments must be developed and maintained at all times after an Occupation Certificate is issued for any dwelling on the lot so that a pervious to impervious ratio for surface area treatments of 20:80 is achieved.
- (ii) The land area to be included in calculating the 20:80 ratio shall include the entire allotment and the area of the road reserve immediately adjacent to the allotment. Allotments that are further subdivided shall be calculated on the underlying Torrens title allotment.
- (iii) The proprietors of each lot shall comply with the minimum areas for impervious surfaces and the maximum areas of pervious areas as set out in the plan annexed and marked "Annexure 'A'".

Note: '*Impervious*' areas are areas where water cannot penetrate the surface. This may include areas of pavers, decorative gravels, low water-use gardens and the like, if underlain by a impervious liner.

Pervious' areas are areas where water can penetrate the surface and infiltrate into the ground. This may include areas of natural landscaping such as lawn and gardens not underlain by an impervious liner.

- (g) The surface treatment of the nature strip adjacent to any lot shall be synthetic turf.
- (h) Landowners must not alter the impervious nature or finished surface of the nature strip adjacent to their property unless in accordance with the 'Lloyd West Road Reserve Treatment Standard' and in accordance with Council's

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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DP1177765

(Sheet 10 of 11 sheets)

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Dated 20/7/12

Policy 008 'Road Reserve Policy'. All establishment and maintenance works of any alternations shall be at the cost of the landowner.

- (i) All landscaping and gardens on any lot are to be developed and maintained in accordance with the 'Lloyd West Landscaping and Garden Design Guideline'.
- (i) To assist the proprietors of lots, an Education Pamphlet is annexed marked 'Annexure B'.
- (i) No dwelling shall be situated above the 280 metre AHD contour.

PART 3

Name of person empowered to release, vary or modify restriction, or positive covenant eighthly referred to in abovementioned plan.

Essential Energy.

Name of person empowered to release, vary or modify restriction, or positive covenant twelfthly referred to in abovementioned plan.

The abovementioned proprietor, until the expiry of ten (10) years from the date on which the abovementioned plan is registered as a deposited plan and thereafter, by the person or persons in whom the legal estate in fee simple is for the time being vested in the land in the said deposited plan (other than street or public areas) have a common boundary with the land burdened PROVIDED that any such release, variation or modification shall, if approved, be made and done in all respects at the cost and expense of the person requesting such release, variation or modification.

Name of person empowered to release, vary or modify restriction, or positive covenant thirteenthly referred to in abovementioned plan.

The Wagga Wagga City Council.

This is sheet 10 of a 11 sheet instrument ...

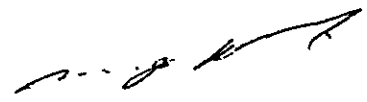
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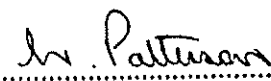
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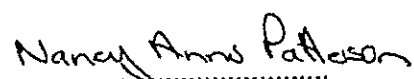
DP117765

Plan of Subdivision of Lot 2 DP 1116883
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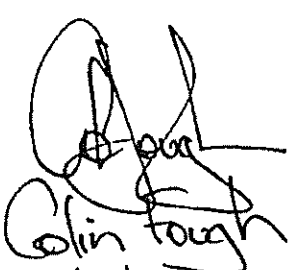
EXECUTED by)
EHKUK PTY LIMITED)
(ACN 001 419 825))
pursuant to Section 127 of the)
Corporations Act, 2001:-)


Michael John Kennedy
Power of Attorney
Registered No. 75 Book 3810
Secretary


.....
Director witness


.....
Print Name *Clara*
Wagga Wagga
221-223 Tarcutta Street

.....
Print Name

On behalf of WCC
Name 
Position Subdivision Coordinator. 20.7.12.

W

Form: 20EV
 Release: 4.1

**VARIATION
 OF EASEMENT**
 New South Wales



Section 47(5A) Real Property /

AP725295G

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

(A) TORRENS TITLE	Servient Tenement 58/1255405	Dominant Tenement 1/1116883
(B) EASEMENT VARIED	Number of Easement DP1116883	Nature of Easement Right of Carriageway 10 metre wide
(C) LODGED BY	Document Collection Box (S2W) Name, Address or DX, Telephone, and Customer Account Number if any SERVICE FIRST REGISTRATION DX :89 SYDNEY LLPN123426A P: 6296 9000 F: 9279 2185 Reference: WB. EHKUK	CODE EV
(D) APPLICANT (1)	Registered proprietor of the servient tenement EHKUK Pty Ltd ACN 001 419 825	
(E) APPLICANT (2)	Registered proprietor of the dominant tenement David Thiele O'Grady & Donna Lynette O'Grady	

- (F) The applicants, having varied the above easement as set out in annexure A hereto, apply to have the
 (G) variation recorded on the relevant Torrens Title(s).
 (H) The consent of any registered lessee of the dominant tenement or the servient tenement is annexed hereto and marked
 DATE **15. November 2019**
 (I) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
 Company: EHKUK Pty Ltd (ACN 001 419 825)
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
 Name of authorised person: Robert Grant Charles Hartwig
 Office held: Director

Signature of authorised person:
 Name of authorised person: Timothy Charles Hartwig
 Office held: Director

I certify I am an eligible witness and that the registered proprietor of the dominant tenement signed this dealing in my presence. [See note* below]

Signature of witness:
 Name of witness: LINCOLN JAMES KENNEDY
 Address of witness: SOLICITOR
 221-223 Tarcutta Street
 WAGGA WAGGA NSW 2650

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of the dominant tenement.

Signature of registered proprietor of the dominant tenement:

- (J) I certify that I am an eligible witness and that the N/A signed this dealing in my presence. [See note* below].

Signature of witness:
 Name of witness:
 Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the under No. shown on folio of the Register
 Signature of the NOT APPLICABLE

EV233402B

Annexure A to VARIATION OF EASEMENT

Parties:

EHKUK Pty Ltd
David Thiele O'Grady & Donna Lynette O'Grady

Dated: 15 / 11 / 2019

The registered proprietor of the Servient Tenement (Ehkuk Pty Ltd ACN 001 419 825) and the registered proprietor of the Dominant Tenement (David Thiele O'Grady & Donna Lynette O'Grady) agree to vary the terms of the right of carriageway 10 metre(s) wide created upon the registration of plan DP1116883 by replacing the current terms of the right of carriageway with the following:-

(a) The terms of the right of carriageway are as defined in Part 1 of Schedule 8 of the Conveyancing Act 1919 (as amended) subject to the following paragraphs herein.

(b) The Right of Carriageway shall lapse and thus be cancelled or extinguished upon public road access being available to the lots benefitted whether such access is over the lots burdened or otherwise (such date of availability hereinafter referred to as "the Sunset Date").

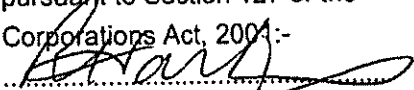
(c) The owners of the lots benefitted and lots burdened shall do all that is necessary including executing any requisite documents to ensure that the Right of Carriageway is cancelled or extinguished following the Sunset Date.

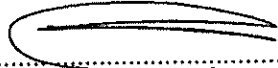
(d) From the Sunset Date, the owners of the lots burdened and the lots benefitted (hereinafter referred to individually and collectively as "the Assignees") hereby irrevocably nominate and appoint individually the owners of the lots burdened, their officers and any nominee appointed in writing for the purposes of this clause as their legal attorney.

(e) At any time after the Sunset Date (proof of which will be a statutory declaration on behalf of the owner of the lots burdened), the attorney may execute and register any necessary documentation to cancel or extinguish the Right of Carriageway. In doing so, the attorney may use the Assignee's name and the Assignee will ratify and confirm any lawful act of the attorney.

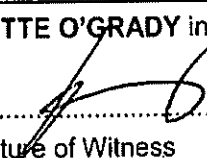
(f) NSW Land Registry Services is authorised to act upon the statutory declaration and to accept it as sufficient evidence of the extinguishment of the Right of Carriageway.

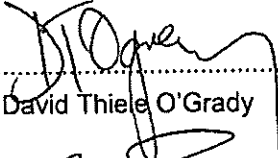


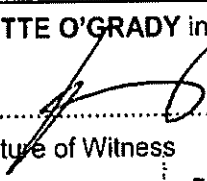
EXECUTED by)
EHKUK PTY LTD (ACN 001 419 825))
pursuant to Section 127 of the)
Corporations Act, 2001:-)

.....
Robert Grant Charles Hartwig
Director


.....
Timothy Charles Hartwig
Director

SIGNED SEALED AND DELIVERED)
by **DAVID THIELE O'GRADY & DONNA**)
LYNETTE O'GRADY in the presence of:-)


.....
Signature of Witness


.....
David Thiele O'Grady


.....
Signature of Witness
LINCOLN JAMES KENNEDY
SOLICITOR
221-223 Tarcutta Street
Full Name of Witness **WAGGA WAGGA NSW 2650**


.....
Donna Lynette O'Grady

.....
Address of Witness



WALSH & BLAIR

L A W Y E R S



FILM WITH AP725295

ABN 26 390 167 832

www.walshblair.com.au - lawyers@walshblair.com.au - DX 5402 Wagga Wagga
221-223 Tarcutta Street (PO Box 492) Wagga Wagga NSW 2650

T J Abbott B.Com. LL.B Accredited Personal Injury Specialist **J S Naumann** BSc LL.B Accredited Family Law Specialist **L J Kennedy** LL.B (Hons) BSc
C V O'Mahony BA, LL.B Registered Migration Agent **P J Barrett** B.Com. LL.B Senior Associate: **K E Holt** Dip Law (LPAB)

28 January 2020

Our Ref: 191934:LJK:JM
Your Ref: AP725295
Solicitor: Lincoln Kennedy
Contact: Julia Magnone
Direct Line: 69 268 261

Land Registry Services
DX 17
SYDNEY

Dear Sirs

VARIATION OF EASEMENT
CASE NUMBER: AP725295
YOUR REFERENCE: AP725295:1

We refer to the requisition raised on 23 December 2019.

Please see attached consent from Telstra in satisfaction of requisition 1.

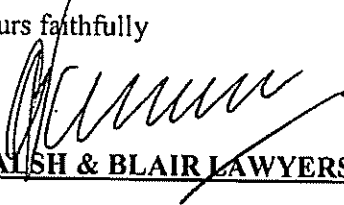
Please note that our firm acts for EHKUK Pty Ltd ("EHKUK") and that Lincoln James Kennedy is the Power of Attorney for EHKUK (please see attached copy of registered Power of Attorney).

EHKUK provides its consent to the dealing in its capacity as charge under dealing AD668706.

Please proceed with the registration of the Variation as soon as possible noting that it is delaying a further registration of the property and a contract of sale that is subject to that registration.

Please do not hesitate to telephone me us (02) 6926 8261 should you have any queries with respect to the matter in order to expedite same.

Yours faithfully



WALSH & BLAIR LAWYERS

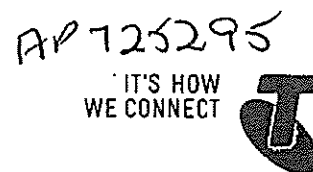
page 1 of 2

Cootamundra
T: (02) 69 421 666
F: (02) 69 423 814

Wagga Wagga
T: (02) 69 268 268
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Tumbarumba
T: (02) 69 482 018
F: (02) 69 268 222

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WALSH & BLAIR LAWYERS PTY LIMITED ACN 125 306 596



24 January 2020

Registrar
NSW Land Registry Services
GPO Box 15
SYDNEY NSW 2001

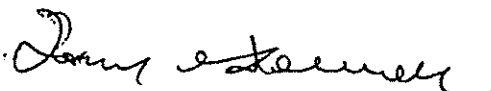
Dear Sir/Madam,

CONSENT TO A VARIATION OF EASEMENT AT LLOYD, NSW 2650

Telstra Corporation Limited ("Telstra") is the Registered Lessee pursuant to dealing number(s) AH473267, AH473268, AH473269 on part of land described as Lot 58 in Deposited Plan 1255405.

Telstra hereby consents to the Variation of Easement DP1116883 burdening Lot 58 in DP1255405, and benefitting Lot 1 in DP 1116883.

Yours faithfully,



Tony O'Donnell
Tenure Resolution Manager
Property & Services
Global Business Services
Tony.O'Donnell@team.telstra.com

Form: 07L
Licence: 01-05-028
Licensee:

2/4 LEASE
New South Wales
Real Property Act 1900



AH473267N

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

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

gv.

Property leased: if appropriate, specify the part or premises
FOLIO IDENTIFIER 2/4146883, PART BEING THE AREA HATCHED ON THE PLAN ANNEXED AND MARKED "B" 56/117765

(B) LODGED BY

Delivery Box 462H	Name, Address or DX and Telephone LLPN: SAI GLOBAL Property 123327C DX 885 SYDNEY 02 9210 0700	CODE L
Reference 28670512 - AGS		

(C) LESSOR

EHKUK PTY LIMITED ACN 001 419 825

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

TELSTRA CORPORATION LIMITED ACN 051 775 556

TENANCY:

(G) 1. TERM:

FIVE (5) YEARS

2. COMMENCING DATE: 10 December 2017
3. TERMINATING DATE: 9 December 2022

MLL C2

4. With OPTION TO RENEW for a period of NA set out in NA

MLL C2

5. With an OPTION TO PURCHASE set out in clause NA

6. Together with and reserving the RIGHTS set out in clause NA

7. Incorporates the provisions set out in ANNEXURES "A", "B" & "C" hereto.

8. Incorporates the provisions set out in NA filed at Department of Lands, Land and Property Information Division as No. NA

9. The RENT is set out in ITEM No. 8 OF THE REFERENCE SCHEDULE

C. Sgouras
LAND AND PROPERTY INFORMATION NSW

DATE:

FOR EXECUTION SEE PAGE 24.

(H)

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

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

Signature of witness:



Signature of lessor:



Name of witness:

CATHERINE RUMBLE

Michael John Kennedy as attorney for Ehkuk Pty Limited ACN 001 419 825 pursuant to Power of Attorney Book 3810 No 75

Address of witness:

CLERK
WAGGA WAGGA

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

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

Signature of witness:

Signature of lessee:

Name of witness:

Address of witness:

(I) STATUTORY DECLARATION

I,
solemnly and sincerely declare that—

- 1. The time for the exercise of option to _____ in expired lease No. _____ has ended;
- 2. The lessee under that lease has not exercised the option.

Made and subscribed at _____ in the _____
on _____
in the presence of—

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:



**This is Annexure "A" referred to in the CMTS Lease of Land between Ehkuk Pty Limited as Lessor
and Telstra Corporation Limited as Lessee**

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Glenfield Park West Lease 2



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REFERENCE SCHEDULE

- Item 1 Lessor:** Name: **Ehkuk Pty Limited**
ACN 001 419 825
Address: PO Box 103
WAGGA WAGGA NSW 2650
Tel: 02 6937 8500
Email: rhartwig@hartwigs.com.au
- Item 2 Lessee:** Name: **Telstra Corporation Limited**
Director, Telstra Property
Address: c/- Jones Lang LaSalle
Level 34, 242 Exhibition Street
MELBOURNE VIC 3000
Attention: Property Management Director
Email: Telstra.Notices@ap.jll.com and
F0901953@team.telstra.com
- Item 3 Premises:** (Clause 1.1) That part of the Land hatched on the plan annexed to this Lease in Annexure "B" and situated at Red Hill Road, Lloyd NSW 2650
- Item 4 Land:** (Clause 1.1) Folio Identifier: ~~24446883~~ 56 / 1177756 &
- Item 5 Term:** (Clause 1.1) Five (5) years
- Item 6 Commencement Date:** (Clause 1.1) 10 December 2017 ~~MLL~~ C2
- Item 7 Terminating Date:** (Clause 1.1) 9 December 2022 ~~MLL~~ C2
- Item 8 Rent:** (Clause 1.1) \$20,866.93 per annum, subject to clause 3.1(b)
- Item 9 Payment of Rent:** (Clause 3.1) Yearly in advance on each anniversary of the Commencement Date by way of electronic funds transfer.
- Item 10 Permitted Use:** (Clause 3.6) Installation, inspection, maintenance, construction, excavation, replacement, repair, renewal, alteration, upgrade, cleaning, operation, access to and from and removal of the Facility on the Land in accordance with this Lease including the exercise of any rights as set out in the

Act.

Item 11
(Clause 5.4) **Not used**

Item 12 **Review of Rent:** The Rent is to be increased on each Review Date by 3% per
(Clause 3.1) annum during the Term and any Further Term.

Item 13 **Statutory provisions not** Sections 84, 84A and 85 of the *Conveyancing Act 1919*
(Clause 1.2) **applying:** (NSW)

Handwritten signature and initials, possibly 'AK' and 'CZ', in black ink.

DATE

PARTIES

The Lessor.

The Lessee.

RECITALS

- A. The Lessor is the owner of the Land.
- B. The Lessor has agreed to grant and the Lessee has agreed to accept a lease of the Premises on the terms and conditions of this Lease.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Lease:

Act means the *Telecommunications Act 1997* (Cth).

Active Area means those areas around the antennas marked red and yellow in the drawings contained in the RCSMB.

Ancillary Equipment means any associated fixtures, fittings and equipment required to maintain transmission and includes remote radio units, tower mounted amplifiers and associated mounts and supports.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State.

Carrier has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

Carrier Requirements means the Lessee's obligation to comply with legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

Commencement Date means the date specified in Item 6.

Emergency means circumstances where access must be provided without delay to protect:

- (a) the integrity of the Lessee's telecommunications network or the Facility; or
- (b) the health or safety of persons; or
- (c) the environment; or
- (d) property; or

(e) maintenance of an adequate level of service or to prevent loss of transmission.

Facility means the telecommunications facility being the equipment housing, tower (if any), security fence, antennas, associated ancillary equipment and/or any other fixtures, fittings, structures, and cabling as altered, upgraded and/or added to in the Lessee's absolute discretion from time to time.

Further Term means a further term of this Lease, if any, as specified in Item 11.

Item means an item in the Reference Schedule.

Land means the land described in Item 4.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Lessee means the party named in Item 2.

Lessor means the party named in Item 1.

Permitted Use means the use specified in Item 10.

Premises means the premises leased to the Lessee as described in Item 3.

RCSMB means the radio communications site management book (as updated from time to time), access to a copy of which has been or will be provided to the Lessor by the Lessee.

Reference Schedule means the reference schedule in this Lease.

Related Body Corporate means:

- (a) a related body corporate; or
- (b) a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity

as each of those terms are defined in the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 8 as varied on any Review Date under this Lease.

Review Date means each anniversary of the Commencement Date during the Term or any Further Term.

Services means electricity and any telecommunications services.

State means the state or territory in which the Land is located.

Term means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

Terminating Date means the date specified in Item 7.

1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

- (a) A singular word includes the plural, and vice versa.
- (b) A word which suggests one gender includes the other genders.
- (c) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.
- (d) Words of inclusion or example are not words of limitation.
- (e) Headings are for convenience only, and do not affect interpretation.
- (f) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease or any part of it.
- (g) As far as possible all provisions will be construed so as not to be invalid, illegal or unenforceable.
- (h) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (i) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (j) Unless the context otherwise requires, the terms *installation* and *maintenance* (and contextual variations of those terms) where they are used in this Lease, have the same meanings and include the same activities as are provided under the Act.
- (k) The word *agreement* includes an undertaking or other binding arrangement or understanding in writing (and, only where expressly allowed by this Lease, includes oral agreement).

- (l) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party:
 - (i) an obligation of those persons is joint and several;
 - (ii) a right of those persons is held by each of them severally; and
 - (iii) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):
 - (A) a representation, warranty or undertaking is given by each of them separately; and
 - (B) a reference to that party or that term in the default clause in this Lease is a reference to each of those persons separately.
- (m) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors or others authorised (expressly or implicitly) by that party.
- (n) Any obligation on the Lessor or the Lessee (as the case may be) will, where the context so permits, extend to the actions of that party or its authorised employees, agents, contractors, licensees, invitees, or others claiming under or through that party.
- (o) Without limiting any other rights of the Lessee, all licence, appurtenant and ancillary rights created in favour of the Lessee under this Lease in respect of or in connection with the Land run with the leasehold interest granted to the Lessee and will bind all successors, executors, transferees, assigns and other persons having an interest in the Land or any part of it from time to time.
- (p) The statutory provisions in Item 13 (if any) do not apply to this Lease.

1.3 Good Faith

The parties enter into this Lease in good faith and agree to act in a reasonable and co-operative manner.

1.4 Consents

Where the consent or approval of either party is required under this Lease, then the consenting party must:

- (a) not unreasonably withhold or delay its consent or approval;
- (b) not impose any conditions on any consent or approval which are inconsistent with the terms of this Lease; and
- (c) if withholding consent or approval, provide written reasons for this at the time the withholding is notified.

2. DEMISE

2.1 Lessee Rights

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use and grants a licence to the Lessee over the Land (which licence is coupled with and runs with the leasehold interest) to:

- (a) have unrestricted access to and from the Premises and the Facility at all times, with or without all necessary vehicles, equipment and workmen;
- (b) lay electricity cables over, under or within the Land to connect the Facility to the public electricity supply and to transmit electricity through those cables;
- (c) lay communication cables and any other cables through or within the Land in connection with the Permitted Use and to use those cables;
- (d) repair, replace, renew, alter, maintain and upgrade the cables referred to in clauses 2.1(b) and 2.1(c);
- (e) install any and all antennas and associated Ancillary Equipment where necessary, including, where applicable, as specified on the plan annexed to this Lease in Annexure "C" and alter the location of the antennas and associated Ancillary Equipment on the Land from time to time, in the Lessee's absolute discretion;
- (f) use the common areas and services on the Land (if any) as may be necessary for the Lessee's use and enjoyment of the Premises and the Facility; and
- (g) use so much of the Land adjoining and adjacent to:
 - (i) the Premises; or
 - (ii) any installation, improvement or property of the Lessee,

as is reasonably required during installation, erection, construction, repair, replacement, renewal, maintenance and operation of the Facility. The Lessee must restore the adjoining and adjacent Land as far as practicably possible to its condition prior to such use by the Lessee. In exercising these rights the Lessee will endeavour not to materially and substantially interfere with the rights of the other occupants of the Land.

2.2 Security

- (a) In accessing the Premises and the Facility pursuant to clause 2.1(a), the Lessee must comply with any reasonable security arrangements of the Lessor of which the Lessee has received notice.
- (b) The Lessor must notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number) who will be available 24 hours a day 7 calendar days a week. This person will be an Authorised Representative as contemplated by clause 7.1.

- (c) In an Emergency, the Lessor must arrange for its security staff or contractor to give the Lessee access to the Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 2.2(b). The Lessee's notification may be given in person, by post, telephone or email.
- (d) As soon as practicable after the Commencement Date, the Lessor must:
 - (i) notify its contact person nominated under clause 2.2(b) of the obligation set out at clause 2.2(c); and
 - (ii) ensure that its contact person nominated under clause 2.2(b) and any relevant security staff or contractor have processes in place to facilitate the Lessor's access obligations in clause 2.2(c).
- (e) The Lessee will reimburse the Lessor the cost of the Lessor's reasonable security expenses in providing Emergency access under clause 2.2(c) within 20 Business Days of receipt of a tax invoice from the Lessor.

3. LESSEE'S COVENANTS

3.1 Rent and Rent Review

- (a) The Lessee must pay the Rent in the manner set out in Item 9.
- (b) The Rent is a gross rent inclusive of all outgoings and is to be reviewed on each Review Date in accordance with Item 12.

3.2 Condition of Premises

- (a) Subject to clause 3.2(b), the Lessee must keep the Premises in good repair and condition (having regard to the condition of the Premises as at the Commencement Date) excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God.
- (b) The Lessee is not obliged to carry out any capital or structural works under clause 3.2(a) unless the work is required because of the negligent act or omission of the Lessee.

3.3 Reinstatement and Make Good

- (a) Within 3 months after the Terminating Date or earlier determination of the Lease the Lessee must remove that part of the Facility located above the surface of the Land, and make good at its cost any damage to the Land or Premises caused by such removal.
- (b) The parties agree that the period of 3 months referred to in clause 3.3(a) is not regarded as holding over for the purposes of clause 5.3 and Rent is not payable by the Lessee during this period.

3.4 Assignment

- (a) The Lessee must not assign this Lease, sublet or part with possession of the whole or part of the Premises, without the consent of the Lessor.

(b) Despite clause 3.4(a), the Lessee may assign the Lease, sublet, licence or part with possession of the whole or part of the Premises to a:

- (i) Related Body Corporate; or
- (ii) a Carrier

without the Lessor's consent. The Lessee must notify the Lessor of any dealing referred to in this clause 3.4(b) within 3 months of its occurrence.

- (c) With effect from the date of assignment of this Lease by the Lessee, the assignor Lessee and the Lessor release each other from all obligations and liabilities under this Lease, but without prejudice to any prior claim or remedy which either party may have against the other.
- (d) For the avoidance of doubt, and for the purposes of this clause 3.4 a reference to the 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease, and a reference to the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

3.5 Services

- (a) The Lessee may install separate metering for the Services to the Premises.
- (b) The Lessee must install separate metering for the Services to the Premises if:
- (i) requested by the Lessor; and
 - (ii) it is reasonably able and permitted by any relevant authority to do so.
- (c) The Lessee will bear the cost of separate metering under clause 3.5(a) or under clause 3.5(b) and must pay to the suppliers all charges for the separately metered Services that are consumed or used by the Lessee.

3.6 Use of Premises

The Lessee:

- (a) may carry out any structural work required for the installation of the Facility; and
- (b) may only use the Premises for the Permitted Use.

4. LESSOR'S COVENANTS

4.1 Quiet Enjoyment

- (a) So long as the Lessee pays the Rent and performs its obligations under this Lease, it is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor or in any other manner.

- (b) The Lessor must not manipulate, tamper with, interfere with, damage, deface, remove or destroy the Facility or any part of it or its operation and must comply with the Lessee's reasonable directions in relation to the Facility.
- (c) The Lessor agrees that it must notify the Lessee, both in accordance with the contact details in Item 2 and any contact details provided on the signage referred to in clause 4.1(d) of any proposed access by the Lessor which requires entry to the Premises or approach to the Active Area so that the Lessee can ensure that the Lessor is aware of the Lessee's safety and security procedures. The Lessor must comply with the Lessee's safety and security procedures.
- (d) The Lessee has the right to erect signage around the Premises and the Facility for the purposes of complying with Australian safety standards. The Lessor must comply with the Lessee's signage when entering the Premises or approaching the Active Area.

4.2 Non-derogation from Grant

The Lessor must not derogate from its grant of this Lease to the Lessee and this obligation of the Lessor is not excluded or in any way limited by any other provision of this Lease.

4.3 Subsequent Occupiers

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to:
 - (i) other Carriers or occupiers; or
 - (ii) third parties and those rights include the right to operate radio communications and/or telecommunications equipment on the Landthe Lessor must first:
 - (iii) promptly give notice to the Lessee of such a proposal; and
 - (iv) where the grant is likely to adversely affect, impair or interfere with (**Affect**) the Lessee's Permitted Use, the Lessor must also obtain the Lessee's consent to such a proposal.
- (b) In considering a request for consent under clause 4.3(a) the Lessee will determine if its Permitted Use will be Affected.
- (c) If the Lessee establishes during the Term that changes to other Carriers' or occupiers' facilities after the initial installation of the facility by the other Carrier or occupier Affect the Lessee's Permitted Use, the Lessor, immediately upon receipt of notice from the Lessee, either must:
 - (i) arrange for the other Carrier or occupier to modify its facility or the operation of it so that it no longer Affects the Lessee's Permitted Use;
 - (ii) arrange for the relocation of the other Carrier's or occupier's facility so that it no longer Affects the Lessee's Permitted Use; or
 - (iii) terminate the arrangement with the other Carrier or occupier.

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Glenfield Park West Lease 2

- (d) The Lessor's obligations under clauses 4.3(a)(iv) and 4.3(c) are essential terms of this Lease. The Lessee may treat the Lessor's breach of an essential term as a repudiation of this Lease and may terminate this Lease for breach of this essential term and for repudiation. This clause does not prevent any other obligations under this Lease from being essential terms.

4.4 Condition of Land

The Lessor must repair, maintain and keep in good and substantial repair the Land (including all fixtures and fittings of the Lessor if any) subject always to the obligations of the Lessee under this Lease.

4.5 Permits and Approvals

The Lessor:

- (a) irrevocably authorises the Lessee, at the Lessee's expense, to make applications to any relevant authority for any necessary permits, consents and approvals to enable the development, construction and use of the Facility in accordance with the Permitted Use and to exercise and procure (at the Lessee's discretion) every right of appeal arising from the determination of any such application or the failure to determine such application; and
- (b) must sign all documentation and provide all assistance required by the Lessee, or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 4.5(a).

4.6 Consent of Mortgagee or Chargee

If the Premises are subject to a mortgage or charge, the Lessor must obtain the unconditional mortgagee's or chargee's consent to this Lease and the Lessee must pay the mortgagee's or chargee's reasonable consent costs.

4.7 Intentionally Deleted

4.8 Surrender

- (a) The Lessee may terminate this Lease on giving the Lessor no less than 20 Business Days' notice at any time where it is unable to comply with or satisfy any Carrier Requirements provided that this right to terminate is only available to the Lessee prior to completion of the initial installation of the Facility.
- (b) Despite any other provision of this Lease, the Lessor covenants that if factors affect the Lessee's use of the Premises to the extent that:
- (i) the Permitted Use is compromised or the Premises are no longer required by the Lessee; or
- (ii) the level of service provided by the Lessee to its customers falls below the coverage level acceptable to the Lessee or as a result of significant network changes, the Facility ceases to operate as a part of the Lessee's telecommunications network; or

- (iii) there is an emergence of radio interference or physical interference which, in the Lessee's opinion, materially interferes with the Permitted Use or the performance of the Facility

then the Lessee may terminate this Lease on giving to the Lessor no less than 6 months' notice at any time.

- (c) If the Lessee exercises its right to terminate this Lease under clause 4.8(a) or clause 4.8(b):
 - (i) it must at its cost reinstate the Premises in accordance with clause 3.3; and
 - (ii) that termination is without prejudice to any prior claim or remedy which either party may have against the other.

4.9 No Restriction on Commonwealth Legislation

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunity of the Lessee under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees pursuant to clause 17(5) Division 5 Part 1 of Schedule 3 of the Act to waive its right to:
 - (i) be given a notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act of the Lessee's exercise of its powers to inspect and/or install a low impact installation and to maintain the Facility; and
 - (ii) object to an activity which would have been the subject of a notice if not for the operation of this clause.
- (c) The operation of this clause survives the expiry or termination of this Lease.

4.10 Access Track and/or Power Connection

Where the Lessee installs, upgrades or maintains at its cost any access track or power connection then any other person (except the Lessor) who wishes to utilise the access track or power connection, must share in the cost of installation, upgrading and maintenance as apportioned by the Lessee. The Lessor must ensure that any subsequent grant of a lease or licence to a third party includes an obligation on that lessee or licensee to bear such apportioned costs.

4.11 Lessee's Property

The Facility remains at all times the property of the Lessee, even if it becomes attached to the Land.

4.12 Contamination

The Lessor:

- (a) warrants that at the Commencement Date, the Land and the Premises do not contain substances hazardous to health or safety; and

(b) confirms that:

- (i) in respect of the Land; and
- (ii) in respect of the Premises, so far as the Lessor is aware or reasonably should be aware,

the warranty in clause 4.12(a) remains true at all times during the Term and any holding over period.

4.13 Refund of Rent on Termination

If this Lease is terminated by the Lessee prior to the Terminating Date pursuant to clauses 4.8 or 5.1(c), the Lessor must, within 20 Business Days of the date of termination, refund to the Lessee any Rent paid in advance for that portion of the Term after the date of termination.

4.14 Events Affecting Land

If:

- (a) the Lessor sells or otherwise disposes of its interest in the whole or any part of the Land;
- (b) the Lessor changes its address for notices; or
- (c) a mortgagee or any other person becomes entitled to the receipt of Rent and other payments under the Lease or becomes entitled to any of the rights and obligations of the Lessor under this Lease

the Lessor must give the Lessee prompt notice of the above circumstances and, if it fails to do so, then the Lessor releases the Lessee from, and must compensate the Lessee for, all claims for which the Lessee may become liable as a result of the Lessor's failure or delay in notifying the Lessee of the above circumstances.

5. MUTUAL COVENANTS

5.1 Default and Re-entry

- (a) If the Rent is 1 month in arrears or if the Lessee fails to perform its other obligations under this Lease and the Lessee does not within:
 - (i) 20 Business Days in the case of non-payment of Rent; and
 - (ii) 60 Business Days in the case of all other breaches,from the date of receipt of notice from the Lessor providing reasonable particulars of the default:
 - (iii) remedy the default; or
 - (iv) if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default,

then the Lessor may re-enter upon the Premises without interfering with the Facility and subject to all laws relating to the Facility.

- (b) This Lease determines on the Lessor's re-entry but without prejudice to any prior claim or remedy which either party may have against the other.
- (c) If any of the Lessor's covenants and conditions contained or implied in this Lease are not punctually performed or observed, and such default continues for a period of 30 Business Days after notice specifying such default is served on the Lessor, then the Lessee may terminate this Lease by notice to the Lessor. On the serving of the notice of termination by the Lessee this Lease is at an end, but without prejudice to any prior claim or remedy which either party may have against the other.

5.2 Costs of Lease

- (a) Each party must bear their own legal fees and disbursements for the preparation, negotiation and execution of the Lease.
- (b) If stamp duty or registration fees are:
 - (i) payable on this Lease; and
 - (ii) the relevant law makes the Lessee liable to pay themthe Lessee will pay the applicable stamp duty or registration fees.

5.3 Holding Over

- (a) If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor and the Lessee is not entitled to or does not want a new lease, then the Lessee occupies the Premises under a yearly tenancy.
- (b) The Lessee occupies the Premises at the same Rent payable prior to the Terminating Date, subject to review in accordance with clause 3.1, and otherwise on the same terms as this Lease, so far as they can be applied to a yearly tenancy.
- (c) Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other (which notice may expire at any time).

5.4 Intentionally Deleted

6. INSURANCE AND INDEMNITY

6.1 Property Insurance - Lessee to self insure

For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee will self insure the respective rights and interests of the Lessor and the Lessee for damage which must be repaired by the Lessee under this Lease.

6.2 Lessee to insure if self insurance ceases

If the Lessee:

- (a) elects to discontinue; or
- (b) is unable to continue,

the self insurance referred to in clause 6.1, the Lessee must effect such insurance with an insurer reasonably approved by the Lessor against the insurable risks required under this Lease.

6.3 Workers' Compensation Insurance

For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee holds a licence pursuant to the *Safety, Rehabilitation and Compensation Act 1988* (Cth).

6.4 Public Liability Insurance

- (a) For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee has a global insurance policy which includes public liability insurance in excess of \$20 million and which includes the Lessor as an insured to the extent required in this Lease.
- (b) If requested in writing by the Lessor, the Lessee will provide the Lessor with a letter confirming the Lessee's insurance as specified under this clause, such request not to be made more than once a year during the Term.

6.5 Indemnity

- (a) The Lessee indemnifies the Lessor against any liability, loss, damage, costs or expenses incurred or suffered by the Lessor which is caused solely and directly by:
 - (i) a breach of this Lease by the Lessee; or
 - (ii) the negligence of the Lessee or an employee or agent of the Lessee acting within the scope of their authority.
- (b) The indemnity provided by the Lessee under this clause 6.5 will not exceed \$20 million per event and in the aggregate.
- (c) The liability of the Lessee to indemnify the Lessor under this clause 6.5 must be reduced proportionately to the extent that any act or omission of the Lessor contributed to the liability, loss, damage, costs or expenses.
- (d) In defending or settling any claim, action or demand the subject of an indemnity under this clause 6.5, the Lessor must follow the Lessee's reasonable instructions.
- (e) The Lessor must not settle any claim, action or demand the subject of an indemnity under this clause 6.5 without obtaining the prior consent of the Lessee, and the Lessor must take reasonable steps to mitigate any liability, loss, damage, costs or expenses including taking reasonable court action to defend any claim, action or demand made against the Lessor.

7. NOTICES

7.1 Authorised Representative

In this clause 7.1 Authorised Representative:

- (a) *in the case of the Lessor* - means the Lessor, a director of the Lessor (if the Lessor is a company) or any other person (including an agent or lawyer) notified by the Lessor to the Lessee as its Authorised Representative; and
- (b) *in the case of the Lessee* - means the Property Management Director set out at Item 2, or any other person (including an authorised employee or officer of the Lessee, an agent or lawyer) notified by the Lessee to the Lessor as its Authorised Representative.

7.2 How to give a notice

Subject to clause 7.3, a notice, consent or other communication under this Lease is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (ii) sent by email to that person's email address or email addresses (where they are specified in the Reference Schedule, or as notified to the other party in writing from time to time). Where more than one email address is specified, the notice consent or other communication must be sent to all specified email addresses.

7.3 Oral Notice

Where this Lease expressly permits that a notice may be given orally, then:

- (a) *in the case of a notice from the Lessor* - the notice can be given by the Lessor's Authorised Representative; and
- (b) *in the case of a notice from the Lessee* - the notice can be given by the Lessee's Authorised Representative.

7.4 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) where it is given by email:

- (i) *if delivered by 5.00 pm on a Business Day* - at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
 - (ii) *if delivered after 5.00 pm on a Business Day or on a day that is not a Business Day* - on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email;
- (b) where it is sent by mail:
- (i) within Australia - 3 Business Days after posting; or
 - (ii) to or from a place outside Australia - 7 Business Days after posting; and
- (c) if it is given orally - at the time it is given.

7.5 Address for notices

A person's address and email are those set out below that person's name in the relevant Item in the Reference Schedule in this Lease, or as the person notifies the sender.

8. GST

8.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

8.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.

8.3 Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit, but will be increased under clause 8.1 if the payment is consideration for a taxable supply.

8.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 8.1 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

8.5 Interpretation

In this Lease:

- (a) terms used that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended; and
- (b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably; and
- (c) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

8.6 Consideration provided in instalments

If the receiving party provides the consideration in instalments and the taxable supply is not made for a period or on a progressive basis, the receiving party must pay the total GST amount when it is liable to provide the first instalment.

8.7 Change in the GST law

If the GST law changes (including without limitation as a result of a change in the GST rate) after the date of this Lease, any consideration that expressly includes GST must be adjusted to reflect the change in the GST law.

8.8 Time limit on payment of the GST amount

Notwithstanding any other provision in this Lease, the receiving party is not required to pay the GST amount referred to in clause 8.2 unless it has received a tax invoice in respect of the supply (or, if section 156-5(1) of the GST Act applies to the supply, the periodic or progressive component of the supply) from the supplying party within three years and 11 months after the end of:

- (a) the first calendar month in which any of the consideration for the supply (or the periodic or progressive component of the supply) is provided; or
- (b) if an invoice is issued prior to the provision of any of the consideration for the supply (or the periodic or progressive component of the supply), the calendar month in which the invoice is issued.

9. TERMINATION OF SUBSEQUENT LEASES AND PRIOR LEASE

(a) In this clause 9:

- (i) **Subsequent Lease** means a lease, if any, between the Lessor and the Lessee of the Premises for a period of time commencing after the Terminating Date; and
- (ii) **Prior Lease** means a lease, if any, between the Lessor and Lessee of the Premises for a period of time prior to the Commencement Date.

(b) The Lessee may terminate any Subsequent Lease for any reason in its absolute discretion by giving the Lessor written notice at least 1 month before the Terminating Date. The Subsequent Lease terminates on the date of the Lessee's notice.

(c) If a Prior Lease is validly terminated (other than by the effluxion of time), this Lease will automatically terminate on the same date as the Prior Lease is validly terminated.

12055413
Glenfield Park West Lease 2

- (d) If:
- (i) the Lessee gives the Lessor notice that it is terminating a Subsequent Lease under clause 9(b); or
 - (ii) as a result of the termination of a Prior Lease, this Lease terminates under clause 9(c),

the Lessor and Lessee agree:

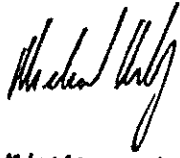
- (iii) to promptly execute a surrender of the Subsequent Lease or this Lease in registrable form;
- (iv) the termination of the Subsequent Lease or this Lease is without prejudice to any prior claim or remedy which either party may have against the other under the Subsequent Lease or this Lease;
- (v) the Lessee must at its cost attend to the preparation, stamping and registration of the surrender of the Subsequent Lease or this Lease; and
- (vi) the Lessor must immediately produce the certificate of title for the Land to the Registrar-General's Office, if it is required, to enable the surrender of the Subsequent Lease or this Lease to be registered.

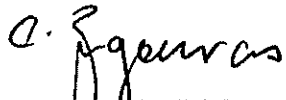


EXECUTED AS A DEED this day of 20

EXECUTED BY LESSEE

I certify that **CON ZYGOURAS** , with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this document in my presence as attorney for **TELSTRA CORPORATION LIMITED** under Power of Attorney registered book **4457** No. **829**

Signature of witness: 
Name of witness: **MICHAEL KELLY**
Address of witness: **231 ELIZABETH ST
SYDNEY.**


Signature of Attorney: 
Attorney's name: **CON ZYGOURAS**

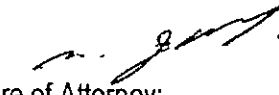
Signing on behalf of:
TELSTRA CORPORATION LIMITED
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

EXECUTED BY LESSOR

Executed by Michael John Kennedy as attorney for Ehkuk Pty Limited ACN 001 419 825 pursuant to Power of Attorney Book **3810** No **75**

Corporation: **Ehkuk Pty Limited ACN 001 419 825**

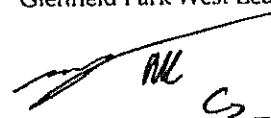
Signature of witness: 
Name of witness: **CATHERINE RUMBLE**
Address of witness: **CLERK
WAGGA WAGGA**

Signature of Attorney: 
Attorney's name: **MICHAEL JOHN KENNEDY**

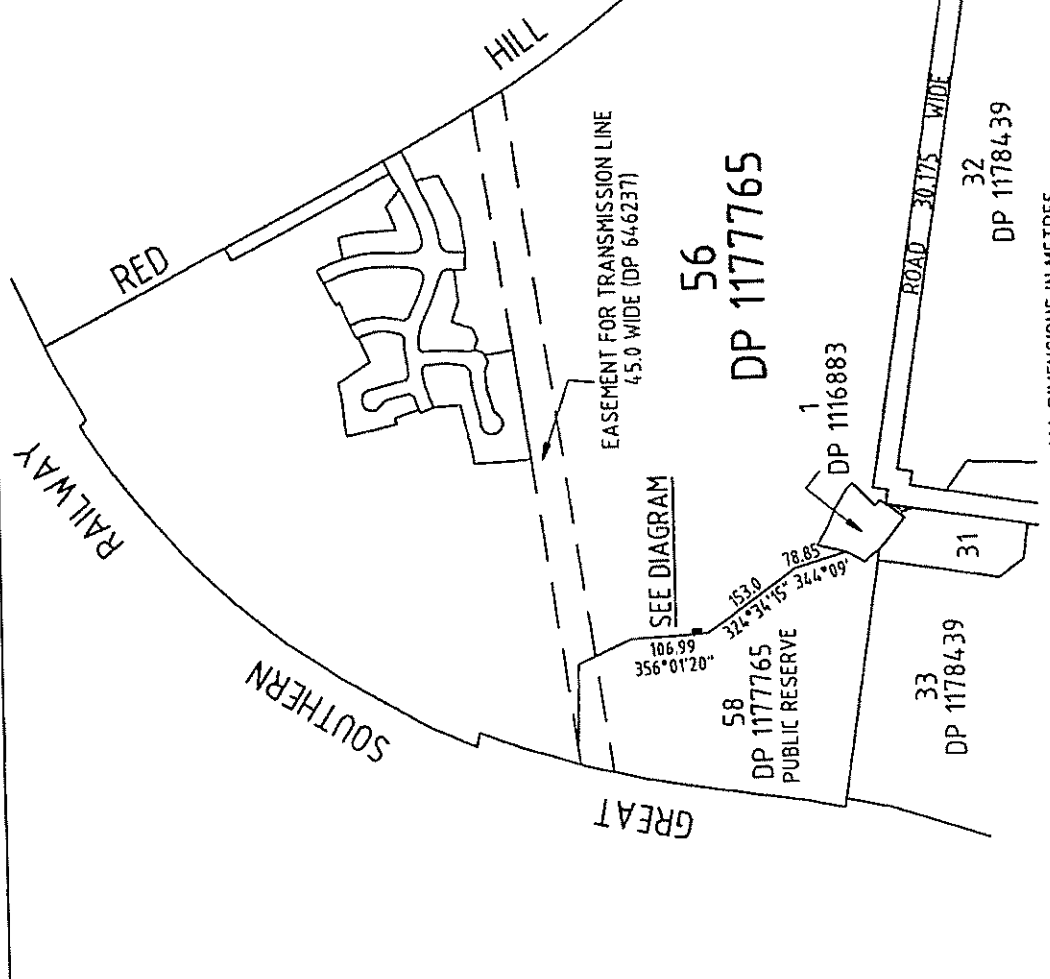
Signing on behalf of:
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

ANNEXURE B - PREMISES PLAN

This is Annexure "B" referred to in the CMTS Lease of Land between Ehkuk Pty Limited as Lessor and Telstra Corporation Limited as Lessee

Handwritten signature and initials, including "AK" and "C2".

L.G.A.: WAGGA WAGGA
 Locality: GLENFIELD PARK/LLOYD
 Parish: SOUTH WAGGA WAGGA
 County: WYNYARD



SCALE 1:10 000

Telstra	
MOBILE NETWORK SITE 285378	
GLENFIELD PARK WEST	
SITE TENURE PLAN	
RED HILL ROAD, LLOYD, NSW 2650	
DWG NO.	N109603
SHT NO.	G1
INDEX	A4

ALL DIMENSIONS IN METRES

ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
N11169.01	KM	CW	Original 7143213W002URB	GM	GL	3.10.12	1

PMS No.

Kordia
 people & technology as one

CT: 56/117765
 Owner: EHKUIK PTY LTD
 Address: RED HILL ROAD
 LLOYD NSW 2650

NOTE: Covenants or Restriction to user have not been investigated for the purpose of this plan.

NEXT NETWORK

SURELINE
GEOMATICS
 SPATIAL SOLUTIONS
 35 GERRERY STREET
 CONSTITUTION HILL NSW 2145
 TEL: (02) 9886 8025

SVY | KH | REF | 72158

Plan forming Annexure " " to Lease
 of LAND at GLENFIELD PARK/LLOYD
 by _____
 to _____
 dated the _____ Day of _____

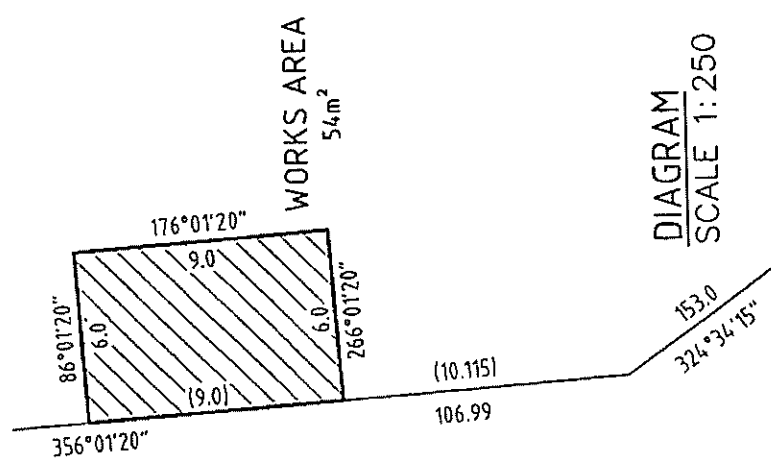
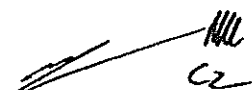


DIAGRAM
 SCALE 1:250

ANNEXURE C - ANTENNA PLAN

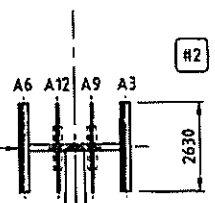
This is Annexure "C" referred to in the CMTS Lease of Land between Ehkuk Pty Limited as Lessor and Telstra Corporation Limited as Lessee

Handwritten signature and initials, possibly 'MLL' and 'C2', written in black ink.



- NOTES:
- FOR EME SIGNS NOTATED (#X) REFER TO 005486 FOR DETAILS.
 - (#2) EME SIGN SECURED TO REAR OF EVERY ANTENNA AS PER 005486 DOCUMENT.
 - ALL ACCESS POINTS ON THE STRUCTURE MUST BE BIRD PROOFED AS PER EXTERNAL PLANT POLICY 003615.
 - (#6) EME SIGN SECURED 5m AGL TO POLE USING STAINLESS STEEL STRAPS.
 - TMA's TO BE INSTALLED ON THE REAR OF THE ANTENNA MOUNTS.

PROPOSED (6 OFF) AND FUTURE (6 OFF) TELSTRA PANEL ANTENNAS ON TRIANGULAR HEADFRAME

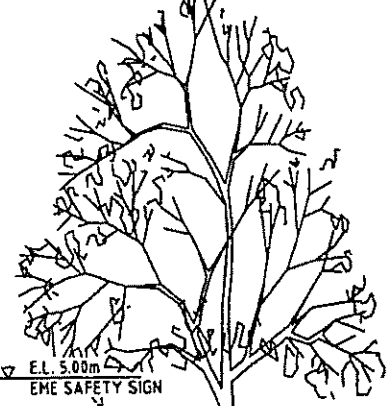


- ▽ E.L. 30.000m OVERALL TO OF STRUCTURE TOP OF PROPOSED TELSTRA PANEL ANTENNAS
- ▽ E.L. 28.685m CL PROPOSED TELSTRA PANEL ANTENNAS (6 OFF) CL FUTURE TELSTRA PANEL ANTENNAS (6 OFF) TOP OF PROPOSED MONOPOLE

PROPOSED TELSTRA 30m HIGH MONOPOLE WITH TRIANGULAR HEADFRAME

PROPOSED FEEDERS TO RUN INTERNALLY WITHIN MONOPOLE

COMPLIANCE BOX
 COMPLETED AS PER DESIGN
 ALTERATIONS IN RED
 NAME (PRINT) _____
 SIGNATURE _____ DATE _____



PROPOSED TELSTRA 450 WIDE CABLE LADDER

EL 0.00m GROUND LEVEL (RL 195m AHD)

PROPOSED TELSTRA EQUIPMENT SHELTER

PROPOSED TELSTRA COMPOUND SECURITY FENCE WITH 3m DOUBLE ACCESS GATES

#6

PROPOSED SITE LEVELLING FOR 400mm CROSS-FALL ALONG TELSTRA COMPOUND EXISTING EMBANKMENT

PROPOSED TELSTRA UNDERGROUND FIBRE ROUTE

INDICATIVE FOUNDATIONS ONLY

PROPOSED TELSTRA UNDERGROUND POWER ROUTE

SOUTH-WESTERN ELEVATION

SCALE 1:150
 1.5m 0 1.5m 3m 4.5m 6m 7.5m SCALE 1:150

DO NOT SCALE DIMENSIONS IN

PRELIMINARY

ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
W1116301	SBL	GS	PRELIMINARY ISSUE WCDW4850 71413213W002URB	IT	IT	03.08.12	1

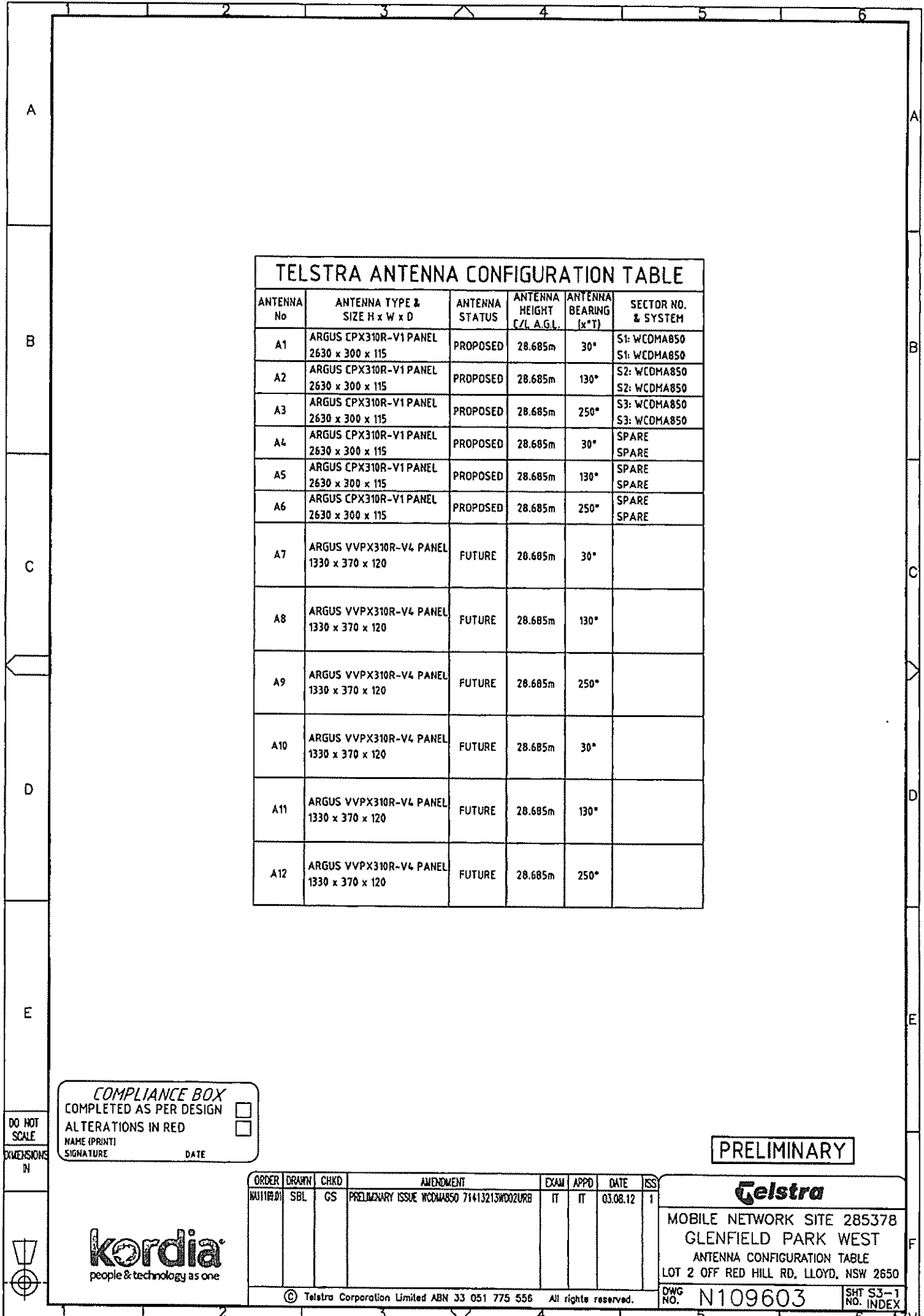
Telstra
 MOBILE NETWORK SITE 285378
 GLENFIELD PARK WEST
 SITE ELEVATION
 LOT 2 OFF RED HILL RD, LLOYD, NSW 2650

DWG NO. **N109603** SHT NO. **S3** INDEX



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ce



TELSTRA ANTENNA CONFIGURATION TABLE					
ANTENNA No	ANTENNA TYPE & SIZE H x W x D	ANTENNA STATUS	ANTENNA HEIGHT (C/L A.G.L.)	ANTENNA BEARING (x°T)	SECTOR NO. & SYSTEM
A1	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	30°	S1: WCDMA850 S1: WCDMA850
A2	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	130°	S2: WCDMA850 S2: WCDMA850
A3	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	250°	S3: WCDMA850 S3: WCDMA850
A4	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	30°	SPARE SPARE
A5	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	130°	SPARE SPARE
A6	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	250°	SPARE SPARE
A7	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	30°	
A8	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	130°	
A9	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	250°	
A10	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	30°	
A11	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	130°	
A12	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	250°	

COMPLIANCE BOX
 COMPLETED AS PER DESIGN
 ALTERATIONS IN RED
 NAME (PRINT) _____
 SIGNATURE _____ DATE _____

DO NOT SCALE
 DIMENSIONS IN

PRELIMINARY

ORDER NUMBER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
N111R/01	SBL	CS	PRELIMINARY ISSUE WCDMA850 71413213WDOZURB	IT	IT	03.08.12	1



Gelstra
 MOBILE NETWORK SITE 285378
 GLENFIELD PARK WEST
 ANTENNA CONFIGURATION TABLE
 LOT 2 OFF RED HILL RD, LLOYD, NSW 2650

DWG NO. **N109603** SHT S3-1 NO. INDEX

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Handwritten signature and initials

Form: 07L
Licence: 01-05-028
Licensee:

3/4 LEASE

New South Wales
Real Property Act 1900



AH473268L

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

STAMP
DUTY

Office of State Revenue use only

(A) TORRENS
TITLE

Property leased: if appropriate, specify the part or premises

FOLIO IDENTIFIER ~~24446883~~, PART BEING THE AREA HATCHED ON THE PLAN ANNEXED AND MARKED "B" 56/1177165

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
462H	LLPN: SAI GLOBAL Property 123327C DX 885 SYDNEY 02 9210 0700 Reference 28670512-AGS	L

(C) LESSOR

EHKUK PTY LIMITED ACN 001 419 825

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

TELSTRA CORPORATION LIMITED ACN 051 775 556

(F)

TENANCY:

(G) 1. TERM:

FIVE (5) YEARS

2. COMMENCING DATE:

10 December 2022

3. TERMINATING DATE:

9 December 2027

4. With OPTION TO RENEW for a period of NA

set out in NA

5. With an OPTION TO PURCHASE set out in clause NA

6. Together with and reserving the RIGHTS set out in clause NA

7. Incorporates the provisions set out in ANNEXURES "A", "B" & "C" hereto.

8. Incorporates the provisions set out in NA filed at Department of Lands, Land and Property Information Division as No. NA

9. The RENT is set out in ITEM No. 8 OF THE REFERENCE SCHEDULE

DATE:

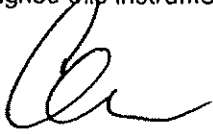
FOR EXECUTION SEE PAGE 24.

(H)

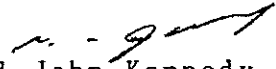
I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

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

Signature of witness:



Signature of lessor:



Name of witness:

Address of witness:

CATHERINE RUMBLE
CLERK
WAGGA WAGGA

Michael John Kennedy as attorney for Ekkuk Pty Limited ACN 001 419 825 pursuant to Power of Attorney Book 3810 No 75

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

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

Signature of witness:

Name of witness:

Address of witness:

Signature of lessee:

(I) STATUTORY DECLARATION

I, _____
solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended;
2. The lessee under that lease has not exercised the option.

Made and subscribed at _____ in the _____
on _____
in the presence of—

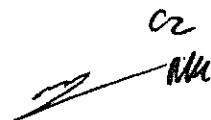
Signature of witness:

Name of witness:

Address of witness:

Qualification of witness:

Signature of lessor:



**This is Annexure "A" referred to in the CMTS Lease of Land between Ehkuk Pty Limited as Lessor
and Telstra Corporation Limited as Lessee**

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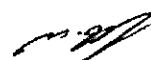
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REFERENCE SCHEDULE

Item 1	Lessor:	Name: Ehkuk Pty Limited ACN 001 419 825 Address: PO Box 103 WAGGA WAGGA NSW 2650 Tel: 02 6937 8500 Email: rhartwig@hartwigs.com.au
Item 2	Lessee:	Name: Telstra Corporation Limited Director, Telstra Property Address: c/- Jones Lang LaSalle Level 34, 242 Exhibition Street MELBOURNE VIC 3000 Attention: Property Management Director Email: Telstra.Notices@ap.jll.com and F0901953@team.telstra.com
Item 3 (Clause 1.1)	Premises:	That part of the Land hatched on the plan annexed to this Lease in Annexure "B" and situated at Red Hill Road, Lloyd NSW 2650
Item 4 (Clause 1.1)	Land:	Folio Identifier 24116883 56/1177765 &.
Item 5 (Clause 1.1)	Term:	Five (5) years
Item 6 (Clause 1.1)	Commencement Date:	10 December 2022 <i>MLC2</i>
Item 7 (Clause 1.1)	Terminating Date:	9 December 2027 <i>MLC2</i>
Item 8 (Clause 1.1)	Rent:	\$24,190.49 per annum, subject to clause 3.1(b)
Item 9 (Clause 3.1)	Payment of Rent:	Yearly in advance on each anniversary of the Commencement Date by way of electronic funds transfer.
Item 10 (Clause 3.6)	Permitted Use:	Installation, inspection, maintenance, construction, excavation, replacement, repair, renewal, alteration, upgrade, cleaning, operation, access to and from and removal of the Facility on the Land in accordance with this Lease including the exercise of any rights as set out in the

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Glenfield Park West Lease 3

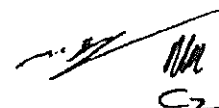
MLC2

Act.

Item 11
(Clause 5.4) **Not used**

Item 12
(Clause 3.1) **Review of Rent:** The Rent is to be increased on each Review Date by 3% per annum during the Term and any Further Term.

Item 13
(Clause 1.2) **Statutory provisions not applying:** Sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW)



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DATE

PARTIES

The Lessor.

The Lessee.

RECITALS

- A. The Lessor is the owner of the Land.
- B. The Lessor has agreed to grant and the Lessee has agreed to accept a lease of the Premises on the terms and conditions of this Lease.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Lease:

Act means the *Telecommunications Act 1997* (Cth).

Active Area means those areas around the antennas marked red and yellow in the drawings contained in the RCSMB.

Ancillary Equipment means any associated fixtures, fittings and equipment required to maintain transmission and includes remote radio units, tower mounted amplifiers and associated mounts and supports.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State.

Carrier has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

Carrier Requirements means the Lessee's obligation to comply with legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

Commencement Date means the date specified in Item 6.

Emergency means circumstances where access must be provided without delay to protect:

- (a) the integrity of the Lessee's telecommunications network or the Facility; or
- (b) the health or safety of persons; or
- (c) the environment; or
- (d) property; or

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(e) maintenance of an adequate level of service or to prevent loss of transmission.

Facility means the telecommunications facility being the equipment housing, tower (if any), security fence, antennas, associated ancillary equipment and/or any other fixtures, fittings, structures, and cabling as altered, upgraded and/or added to in the Lessee's absolute discretion from time to time.

Further Term means a further term of this Lease, if any, as specified in Item 11.

Item means an item in the Reference Schedule.

Land means the land described in Item 4.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Lessee means the party named in Item 2.

Lessor means the party named in Item 1.

Permitted Use means the use specified in Item 10.

Premises means the premises leased to the Lessee as described in Item 3.

RCSMB means the radio communications site management book (as updated from time to time), access to a copy of which has been or will be provided to the Lessor by the Lessee.

Reference Schedule means the reference schedule in this Lease.

Related Body Corporate means:

- (a) a related body corporate; or
- (b) a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity

as each of those terms are defined in the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 8 as varied on any Review Date under this Lease.

Review Date means each anniversary of the Commencement Date during the Term or any Further Term.

Services means electricity and any telecommunications services.

State means the state or territory in which the Land is located.

Term means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

Terminating Date means the date specified in Item 7.

1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

- (a) A singular word includes the plural, and vice versa.
- (b) A word which suggests one gender includes the other genders.
- (c) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.
- (d) Words of inclusion or example are not words of limitation.
- (e) Headings are for convenience only, and do not affect interpretation.
- (f) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease or any part of it.
- (g) As far as possible all provisions will be construed so as not to be invalid, illegal or unenforceable.
- (h) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (i) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (j) Unless the context otherwise requires, the terms *installation* and *maintenance* (and contextual variations of those terms) where they are used in this Lease, have the same meanings and include the same activities as are provided under the Act.
- (k) The word *agreement* includes an undertaking or other binding arrangement or understanding in writing (and, only where expressly allowed by this Lease, includes oral agreement).

- (l) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party:
 - (i) an obligation of those persons is joint and several;
 - (ii) a right of those persons is held by each of them severally; and
 - (iii) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):
 - (A) a representation, warranty or undertaking is given by each of them separately; and
 - (B) a reference to that party or that term in the default clause in this Lease is a reference to each of those persons separately.
- (m) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors or others authorised (expressly or implicitly) by that party.
- (n) Any obligation on the Lessor or the Lessee (as the case may be) will, where the context so permits, extend to the actions of that party or its authorised employees, agents, contractors, licensees, invitees, or others claiming under or through that party.
- (o) Without limiting any other rights of the Lessee, all licence, appurtenant and ancillary rights created in favour of the Lessee under this Lease in respect of or in connection with the Land run with the leasehold interest granted to the Lessee and will bind all successors, executors, transferees, assigns and other persons having an interest in the Land or any part of it from time to time.
- (p) The statutory provisions in Item 13 (if any) do not apply to this Lease.

1.3 Good Faith

The parties enter into this Lease in good faith and agree to act in a reasonable and co-operative manner.

1.4 Consents

Where the consent or approval of either party is required under this Lease, then the consenting party must:

- (a) not unreasonably withhold or delay its consent or approval;
- (b) not impose any conditions on any consent or approval which are inconsistent with the terms of this Lease; and
- (c) if withholding consent or approval, provide written reasons for this at the time the withholding is notified.

2. DEMISE

2.1 Lessee Rights

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use and grants a licence to the Lessee over the Land (which licence is coupled with and runs with the leasehold interest) to:

- (a) have unrestricted access to and from the Premises and the Facility at all times, with or without all necessary vehicles, equipment and workmen;
- (b) lay electricity cables over, under or within the Land to connect the Facility to the public electricity supply and to transmit electricity through those cables;
- (c) lay communication cables and any other cables through or within the Land in connection with the Permitted Use and to use those cables;
- (d) repair, replace, renew, alter, maintain and upgrade the cables referred to in clauses 2.1(b) and 2.1(c);
- (e) install any and all antennas and associated Ancillary Equipment where necessary, including, where applicable, as specified on the plan annexed to this Lease in Annexure "C" and alter the location of the antennas and associated Ancillary Equipment on the Land from time to time, in the Lessee's absolute discretion;
- (f) use the common areas and services on the Land (if any) as may be necessary for the Lessee's use and enjoyment of the Premises and the Facility; and
- (g) use so much of the Land adjoining and adjacent to:
 - (i) the Premises; or
 - (ii) any installation, improvement or property of the Lessee,

as is reasonably required during installation, erection, construction, repair, replacement, renewal, maintenance and operation of the Facility. The Lessee must restore the adjoining and adjacent Land as far as practicably possible to its condition prior to such use by the Lessee. In exercising these rights the Lessee will endeavour not to materially and substantially interfere with the rights of the other occupants of the Land.

2.2 Security

- (a) In accessing the Premises and the Facility pursuant to clause 2.1(a), the Lessee must comply with any reasonable security arrangements of the Lessor of which the Lessee has received notice.
- (b) The Lessor must notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number) who will be available 24 hours a day 7 calendar days a week. This person will be an Authorised Representative as contemplated by clause 7.1.

- (c) In an Emergency, the Lessor must arrange for its security staff or contractor to give the Lessee access to the Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 2.2(b). The Lessee's notification may be given in person, by post, telephone or email.
- (d) As soon as practicable after the Commencement Date, the Lessor must:
 - (i) notify its contact person nominated under clause 2.2(b) of the obligation set out at clause 2.2(c); and
 - (ii) ensure that its contact person nominated under clause 2.2(b) and any relevant security staff or contractor have processes in place to facilitate the Lessor's access obligations in clause 2.2(c).
- (e) The Lessee will reimburse the Lessor the cost of the Lessor's reasonable security expenses in providing Emergency access under clause 2.2(c) within 20 Business Days of receipt of a tax invoice from the Lessor.

3. LESSEE'S COVENANTS

3.1 Rent and Rent Review

- (a) The Lessee must pay the Rent in the manner set out in Item 9.
- (b) The Rent is a gross rent inclusive of all outgoings and is to be reviewed on each Review Date in accordance with Item 12.

3.2 Condition of Premises

- (a) Subject to clause 3.2(b), the Lessee must keep the Premises in good repair and condition (having regard to the condition of the Premises as at the Commencement Date) excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God.
- (b) The Lessee is not obliged to carry out any capital or structural works under clause 3.2(a) unless the work is required because of the negligent act or omission of the Lessee.

3.3 Reinstatement and Make Good

- (a) Within 3 months after the Terminating Date or earlier determination of the Lease the Lessee must remove that part of the Facility located above the surface of the Land, and make good at its cost any damage to the Land or Premises caused by such removal.
- (b) The parties agree that the period of 3 months referred to in clause 3.3(a) is not regarded as holding over for the purposes of clause 5.3 and Rent is not payable by the Lessee during this period.

3.4 Assignment

- (a) The Lessee must not assign this Lease, sublet or part with possession of the whole or part of the Premises, without the consent of the Lessor.

- (b) Despite clause 3.4(a), the Lessee may assign the Lease, sublet, licence or part with possession of the whole or part of the Premises to a:
 - (i) Related Body Corporate; or
 - (ii) a Carrierwithout the Lessor's consent. The Lessee must notify the Lessor of any dealing referred to in this clause 3.4(b) within 3 months of its occurrence.
- (c) With effect from the date of assignment of this Lease by the Lessee, the assignor Lessee and the Lessor release each other from all obligations and liabilities under this Lease, but without prejudice to any prior claim or remedy which either party may have against the other.
- (d) For the avoidance of doubt, and for the purposes of this clause 3.4 a reference to the 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease, and a reference to the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

3.5 Services

- (a) The Lessee may install separate metering for the Services to the Premises.
- (b) The Lessee must install separate metering for the Services to the Premises if:
 - (i) requested by the Lessor; and
 - (ii) it is reasonably able and permitted by any relevant authority to do so.
- (c) The Lessee will bear the cost of separate metering under clause 3.5(a) or under clause 3.5(b) and must pay to the suppliers all charges for the separately metered Services that are consumed or used by the Lessee.

3.6 Use of Premises

The Lessee:

- (a) may carry out any structural work required for the installation of the Facility; and
- (b) may only use the Premises for the Permitted Use.

4. LESSOR'S COVENANTS

4.1 Quiet Enjoyment

- (a) So long as the Lessee pays the Rent and performs its obligations under this Lease, it is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor or in any other manner.

- (b) The Lessor must not manipulate, tamper with, interfere with, damage, deface, remove or destroy the Facility or any part of it or its operation and must comply with the Lessee's reasonable directions in relation to the Facility.
- (c) The Lessor agrees that it must notify the Lessee, both in accordance with the contact details in Item 2 and any contact details provided on the signage referred to in clause 4.1(d) of any proposed access by the Lessor which requires entry to the Premises or approach to the Active Area so that the Lessee can ensure that the Lessor is aware of the Lessee's safety and security procedures. The Lessor must comply with the Lessee's safety and security procedures.
- (d) The Lessee has the right to erect signage around the Premises and the Facility for the purposes of complying with Australian safety standards. The Lessor must comply with the Lessee's signage when entering the Premises or approaching the Active Area.

4.2 Non-derogation from Grant

The Lessor must not derogate from its grant of this Lease to the Lessee and this obligation of the Lessor is not excluded or in any way limited by any other provision of this Lease.

4.3 Subsequent Occupiers

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to:
 - (i) other Carriers or occupiers; or
 - (ii) third parties and those rights include the right to operate radio communications and/or telecommunications equipment on the Landthe Lessor must first:
 - (iii) promptly give notice to the Lessee of such a proposal; and
 - (iv) where the grant is likely to adversely affect, impair or interfere with (**Affect**) the Lessee's Permitted Use, the Lessor must also obtain the Lessee's consent to such a proposal.
- (b) In considering a request for consent under clause 4.3(a) the Lessee will determine if its Permitted Use will be Affected.
- (c) If the Lessee establishes during the Term that changes to other Carriers' or occupiers' facilities after the initial installation of the facility by the other Carrier or occupier Affect the Lessee's Permitted Use, the Lessor, immediately upon receipt of notice from the Lessee, either must:
 - (i) arrange for the other Carrier or occupier to modify its facility or the operation of it so that it no longer Affects the Lessee's Permitted Use;
 - (ii) arrange for the relocation of the other Carrier's or occupier's facility so that it no longer Affects the Lessee's Permitted Use; or
 - (iii) terminate the arrangement with the other Carrier or occupier.

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Glenfield Park West Lease 3

- (d) The Lessor's obligations under clauses 4.3(a)(iv) and 4.3(c) are essential terms of this Lease. The Lessee may treat the Lessor's breach of an essential term as a repudiation of this Lease and may terminate this Lease for breach of this essential term and for repudiation. This clause does not prevent any other obligations under this Lease from being essential terms.

4.4 Condition of Land

The Lessor must repair, maintain and keep in good and substantial repair the Land (including all fixtures and fittings of the Lessor if any) subject always to the obligations of the Lessee under this Lease.

4.5 Permits and Approvals

The Lessor:

- (a) irrevocably authorises the Lessee, at the Lessee's expense, to make applications to any relevant authority for any necessary permits, consents and approvals to enable the development, construction and use of the Facility in accordance with the Permitted Use and to exercise and procure (at the Lessee's discretion) every right of appeal arising from the determination of any such application or the failure to determine such application; and
- (b) must sign all documentation and provide all assistance required by the Lessee, or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 4.5(a).

4.6 Consent of Mortgagee or Chargee

If the Premises are subject to a mortgage or charge, the Lessor must obtain the unconditional mortgagee's or chargee's consent to this Lease and the Lessee must pay the mortgagee's or chargee's reasonable consent costs.

4.7 Intentionally Deleted

4.8 Surrender

- (a) The Lessee may terminate this Lease on giving the Lessor no less than 20 Business Days' notice at any time where it is unable to comply with or satisfy any Carrier Requirements provided that this right to terminate is only available to the Lessee prior to completion of the initial installation of the Facility.
- (b) Despite any other provision of this Lease, the Lessor covenants that if factors affect the Lessee's use of the Premises to the extent that:
- (i) the Permitted Use is compromised or the Premises are no longer required by the Lessee; or
- (ii) the level of service provided by the Lessee to its customers falls below the coverage level acceptable to the Lessee or as a result of significant network changes, the Facility ceases to operate as a part of the Lessee's telecommunications network; or

- (iii) there is an emergence of radio interference or physical interference which, in the Lessee's opinion, materially interferes with the Permitted Use or the performance of the Facility

then the Lessee may terminate this Lease on giving to the Lessor no less than 6 months' notice at any time.

- (c) If the Lessee exercises its right to terminate this Lease under clause 4.8(a) or clause 4.8(b):
 - (i) it must at its cost reinstate the Premises in accordance with clause 3.3; and
 - (ii) that termination is without prejudice to any prior claim or remedy which either party may have against the other.

4.9 No Restriction on Commonwealth Legislation

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunity of the Lessee under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees pursuant to clause 17(5) Division 5 Part 1 of Schedule 3 of the Act to waive its right to:
 - (i) be given a notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act of the Lessee's exercise of its powers to inspect and/or install a low impact installation and to maintain the Facility; and
 - (ii) object to an activity which would have been the subject of a notice if not for the operation of this clause.
- (c) The operation of this clause survives the expiry or termination of this Lease.

4.10 Access Track and/or Power Connection

Where the Lessee installs, upgrades or maintains at its cost any access track or power connection then any other person (except the Lessor) who wishes to utilise the access track or power connection, must share in the cost of installation, upgrading and maintenance as apportioned by the Lessee. The Lessor must ensure that any subsequent grant of a lease or licence to a third party includes an obligation on that lessee or licensee to bear such apportioned costs.

4.11 Lessee's Property

The Facility remains at all times the property of the Lessee, even if it becomes attached to the Land.

4.12 Contamination

The Lessor:

- (a) warrants that at the Commencement Date, the Land and the Premises do not contain substances hazardous to health or safety; and

(b) confirms that:

- (i) in respect of the Land; and
- (ii) in respect of the Premises, so far as the Lessor is aware or reasonably should be aware,

the warranty in clause 4.12(a) remains true at all times during the Term and any holding over period.

4.13 Refund of Rent on Termination

If this Lease is terminated by the Lessee prior to the Terminating Date pursuant to clauses 4.8 or 5.1(c), the Lessor must, within 20 Business Days of the date of termination, refund to the Lessee any Rent paid in advance for that portion of the Term after the date of termination.

4.14 Events Affecting Land

If:

- (a) the Lessor sells or otherwise disposes of its interest in the whole or any part of the Land;
- (b) the Lessor changes its address for notices; or
- (c) a mortgagee or any other person becomes entitled to the receipt of Rent and other payments under the Lease or becomes entitled to any of the rights and obligations of the Lessor under this Lease

the Lessor must give the Lessee prompt notice of the above circumstances and, if it fails to do so, then the Lessor releases the Lessee from, and must compensate the Lessee for, all claims for which the Lessee may become liable as a result of the Lessor's failure or delay in notifying the Lessee of the above circumstances.

5. MUTUAL COVENANTS

5.1 Default and Re-entry

- (a) If the Rent is 1 month in arrears or if the Lessee fails to perform its other obligations under this Lease and the Lessee does not within:
 - (i) 20 Business Days in the case of non-payment of Rent; and
 - (ii) 60 Business Days in the case of all other breaches,

from the date of receipt of notice from the Lessor providing reasonable particulars of the default:

- (iii) remedy the default; or
- (iv) if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default,

then the Lessor may re-enter upon the Premises without interfering with the Facility and subject to all laws relating to the Facility.

- (b) This Lease determines on the Lessor's re-entry but without prejudice to any prior claim or remedy which either party may have against the other.
- (c) If any of the Lessor's covenants and conditions contained or implied in this Lease are not punctually performed or observed, and such default continues for a period of 30 Business Days after notice specifying such default is served on the Lessor, then the Lessee may terminate this Lease by notice to the Lessor. On the serving of the notice of termination by the Lessee this Lease is at an end, but without prejudice to any prior claim or remedy which either party may have against the other.

5.2 Costs of Lease

- (a) Each party must bear their own legal fees and disbursements for the preparation, negotiation and execution of the Lease.
- (b) If stamp duty or registration fees are:
 - (i) payable on this Lease; and
 - (ii) the relevant law makes the Lessee liable to pay themthe Lessee will pay the applicable stamp duty or registration fees.

5.3 Holding Over

- (a) If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor and the Lessee is not entitled to or does not want a new lease, then the Lessee occupies the Premises under a yearly tenancy.
- (b) The Lessee occupies the Premises at the same Rent payable prior to the Terminating Date, subject to review in accordance with clause 3.1, and otherwise on the same terms as this Lease, so far as they can be applied to a yearly tenancy.
- (c) Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other (which notice may expire at any time).

5.4 Intentionally Deleted

6. INSURANCE AND INDEMNITY

6.1 Property Insurance - Lessee to self insure

For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee will self insure the respective rights and interests of the Lessor and the Lessee for damage which must be repaired by the Lessee under this Lease.

6.2 Lessee to insure if self insurance ceases

If the Lessee:

- (a) elects to discontinue; or
- (b) is unable to continue,

the self insurance referred to in clause 6.1, the Lessee must effect such insurance with an insurer reasonably approved by the Lessor against the insurable risks required under this Lease.

6.3 Workers' Compensation Insurance

For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee holds a licence pursuant to the *Safety, Rehabilitation and Compensation Act 1988* (Cth).

6.4 Public Liability Insurance

- (a) For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee has a global insurance policy which includes public liability insurance in excess of \$20 million and which includes the Lessor as an insured to the extent required in this Lease.
- (b) If requested in writing by the Lessor, the Lessee will provide the Lessor with a letter confirming the Lessee's insurance as specified under this clause, such request not to be made more than once a year during the Term.

6.5 Indemnity

- (a) The Lessee indemnifies the Lessor against any liability, loss, damage, costs or expenses incurred or suffered by the Lessor which is caused solely and directly by:
 - (i) a breach of this Lease by the Lessee; or
 - (ii) the negligence of the Lessee or an employee or agent of the Lessee acting within the scope of their authority.
- (b) The indemnity provided by the Lessee under this clause 6.5 will not exceed \$20 million per event and in the aggregate.
- (c) The liability of the Lessee to indemnify the Lessor under this clause 6.5 must be reduced proportionately to the extent that any act or omission of the Lessor contributed to the liability, loss, damage, costs or expenses.
- (d) In defending or settling any claim, action or demand the subject of an indemnity under this clause 6.5, the Lessor must follow the Lessee's reasonable instructions.
- (e) The Lessor must not settle any claim, action or demand the subject of an indemnity under this clause 6.5 without obtaining the prior consent of the Lessee, and the Lessor must take reasonable steps to mitigate any liability, loss, damage, costs or expenses including taking reasonable court action to defend any claim, action or demand made against the Lessor.

7. NOTICES

7.1 Authorised Representative

In this clause 7.1 Authorised Representative:

- (a) *in the case of the Lessor* - means the Lessor, a director of the Lessor (if the Lessor is a company) or any other person (including an agent or lawyer) notified by the Lessor to the Lessee as its Authorised Representative; and
- (b) *in the case of the Lessee* - means the Property Management Director set out at Item 2, or any other person (including an authorised employee or officer of the Lessee, an agent or lawyer) notified by the Lessee to the Lessor as its Authorised Representative.

7.2 How to give a notice

Subject to clause 7.3, a notice, consent or other communication under this Lease is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (ii) sent by email to that person's email address or email addresses (where they are specified in the Reference Schedule, or as notified to the other party in writing from time to time). Where more than one email address is specified, the notice consent or other communication must be sent to all specified email addresses.

7.3 Oral Notice

Where this Lease expressly permits that a notice may be given orally, then:

- (a) *in the case of a notice from the Lessor* - the notice can be given by the Lessor's Authorised Representative; and
- (b) *in the case of a notice from the Lessee* - the notice can be given by the Lessee's Authorised Representative.

7.4 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) where it is given by email:

- (i) *if delivered by 5.00 pm on a Business Day - at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or*
 - (ii) *if delivered after 5.00 pm on a Business Day or on a day that is not a Business Day - on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email;*
- (b) where it is sent by mail:
- (i) within Australia - 3 Business Days after posting; or
 - (ii) to or from a place outside Australia - 7 Business Days after posting; and
- (c) if it is given orally - at the time it is given.

7.5 Address for notices

A person's address and email are those set out below that person's name in the relevant item in the Reference Schedule in this Lease, or as the person notifies the sender.

8. GST

8.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

8.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.

8.3 Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit, but will be increased under clause 8.1 if the payment is consideration for a taxable supply.

8.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 8.1 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

8.5 Interpretation

In this Lease:

- (a) terms used that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended; and
- (b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably; and
- (c) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

8.6 Consideration provided in instalments

If the receiving party provides the consideration in instalments and the taxable supply is not made for a period or on a progressive basis, the receiving party must pay the total GST amount when it is liable to provide the first instalment.

8.7 Change in the GST law

If the GST law changes (including without limitation as a result of a change in the GST rate) after the date of this Lease, any consideration that expressly includes GST must be adjusted to reflect the change in the GST law.

8.8 Time limit on payment of the GST amount

Notwithstanding any other provision in this Lease, the receiving party is not required to pay the GST amount referred to in clause 8.2 unless it has received a tax invoice in respect of the supply (or, if section 156-5(1) of the GST Act applies to the supply, the periodic or progressive component of the supply) from the supplying party within three years and 11 months after the end of:

- (a) the first calendar month in which any of the consideration for the supply (or the periodic or progressive component of the supply) is provided; or
- (b) if an invoice is issued prior to the provision of any of the consideration for the supply (or the periodic or progressive component of the supply), the calendar month in which the invoice is issued.

9. TERMINATION OF SUBSEQUENT LEASES AND PRIOR LEASE

- (a) In this clause 9:
 - (i) **Subsequent Lease** means a lease, if any, between the Lessor and the Lessee of the Premises for a period of time commencing after the Terminating Date; and
 - (ii) **Prior Lease** means a lease, if any, between the Lessor and Lessee of the Premises for a period of time prior to the Commencement Date.
- (b) The Lessee may terminate any Subsequent Lease for any reason in its absolute discretion by giving the Lessor written notice at least 1 month before the Terminating Date. The Subsequent Lease terminates on the date of the Lessee's notice.
- (c) If a Prior Lease is validly terminated (other than by the effluxion of time), this Lease will automatically terminate on the same date as the Prior Lease is validly terminated.

- (d) If:
- (i) the Lessee gives the Lessor notice that it is terminating a Subsequent Lease under clause 9(b); or
 - (ii) as a result of the termination of a Prior Lease, this Lease terminates under clause 9(c),

the Lessor and Lessee agree:


- (iii) to promptly execute a surrender of the Subsequent Lease or this Lease in registrable form;
- (iv) the termination of the Subsequent Lease or this Lease is without prejudice to any prior claim or remedy which either party may have against the other under the Subsequent Lease or this Lease;
- (v) the Lessee must at its cost attend to the preparation, stamping and registration of the surrender of the Subsequent Lease or this Lease; and
- (vi) the Lessor must immediately produce the certificate of title for the Land to the Registrar-General's Office, if it is required, to enable the surrender of the Subsequent Lease or this Lease to be registered.

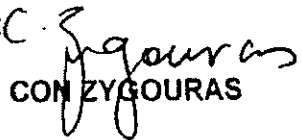
Handwritten signature and initials, possibly 'C2' and 'AAA'.

EXECUTED AS A DEED this day of 20

EXECUTED BY LESSEE

I certify that **CON ZYGOURAS** , with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this document in my presence as attorney for **TELSTRA CORPORATION LIMITED** under Power of Attorney registered book **4457** No. **829**

Signature of witness: 
Name of witness: **MICHAEL KELLY**
Address of witness: **231 ELIZABETH ST
SYDNEY**


Signature of Attorney: 
Attorney's name: **CON ZYGOURAS**

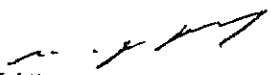
Signing on behalf of:
TELSTRA CORPORATION LIMITED
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

EXECUTED BY LESSOR

Executed by Michael John Kennedy as attorney for Ehkuk Pty Limited ACN 001 419 825 pursuant to Power of Attorney Book **3810** No **75**

Corporation: **Ehkuk Pty Limited ACN 001 419 825**

Signature of witness: 
Name of witness: **CATHERINE RUMBLE**
Address of witness: **CLERK
WAGGA WAGGA**

Signature of Attorney: 
Attorney's name: **MICHAEL JOHN KENNEDY**

Signing on behalf of:
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

ANNEXURE B - PREMISES PLAN

This is Annexure "B" referred to in the CMTS Lease of Land between Ehkuk Pty Limited as Lessor and Telstra Corporation Limited as Lessee



Handwritten signature and initials, possibly 'C2' and 'M'.

L.G.A.: WAGGA WAGGA
 Locality: GLENFIELD PARK/LLOYD
 Parish: SOUTH WAGGA WAGGA
 County: WYNYARD

Plan forming Annexure " " to Lease
 of LAND at GLENFIELD PARK/LLOYD
 by _____
 to _____
 dated the _____ Day of _____

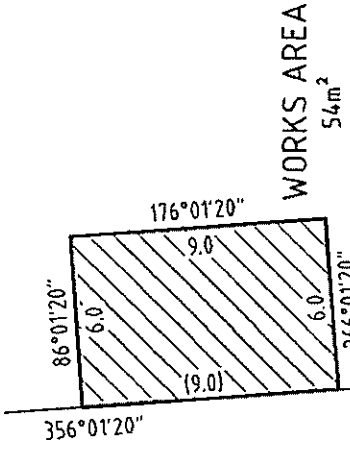
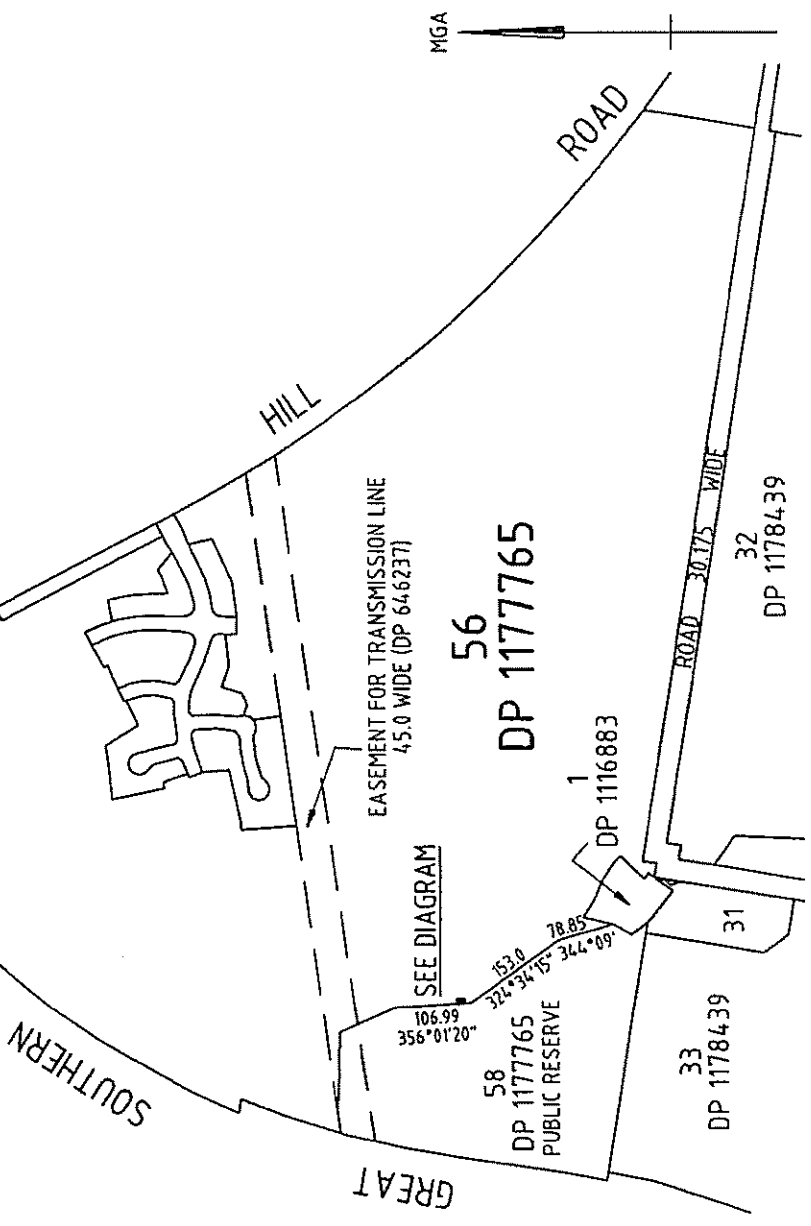


DIAGRAM
 SCALE 1:250

SCALE 1:10 000

ALL DIMENSIONS IN METRES

PMS No.

		MOBILE NETWORK SITE 285378 GLENFIELD PARK WEST SITE TENURE PLAN RED HILL ROAD, LLOYD, NSW 2650		DWG NO.	N109603	SHT NO.	G1	INDEX
ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS	
NA11169.01	KM	CW	Original 71413213W002URB	GM	GL	3.10.12	1	
© Telstra Corporation Limited ABN 33 051 775 556 All rights reserved.								
people & technology as one CT: 56/117765 Owner: EHKUK PTY LTD Address: RED HILL ROAD LLOYD NSW 2650		SURELINE™ GEOMATICS SPATIAL SOLUTIONS 25 GEOFFREY STREET CONSTITUTION HILL NSW 2145 TEL (02) 9936 8025		SYT KM	REF	12158		

Handwritten signature/initials

ANNEXURE C - ANTENNA PLAN

This is Annexure "C" referred to in the CMTS Lease of Land between Ehkuk Pty Limited as Lessor and Telstra Corporation Limited as Lessee



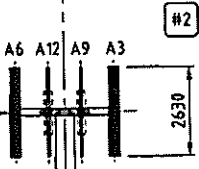
ML Ce



NOTES:

1. FOR EME SIGNS NOTATED **#X** REFER TO 005486 FOR DETAILS.
2. **#2** EME SIGN SECURED TO REAR OF EVERY ANTENNA AS PER 005486 DOCUMENT.
3. ALL ACCESS POINTS ON THE STRUCTURE MUST BE BIRD PROOFED AS PER EXTERNAL PLANT POLICY 003615.
4. **#6** EME SIGN SECURED 5m AGL TO POLE USING STAINLESS STEEL STRAPS.
5. TMA'S TO BE INSTALLED ON THE REAR OF THE ANTENNA MOUNTS.

PROPOSED (6 OFF) AND FUTURE (6 OFF) TELSTRA PANEL ANTENNAS ON TRIANGULAR HEADFRAME



- ▽ E.L. 30.000m
OVERALL TO OF STRUCTURE
TOP OF PROPOSED TELSTRA PANEL ANTENNAS
- ▽ E.L. 28.685m
CL PROPOSED TELSTRA PANEL ANTENNAS (6 OFF)
CL FUTURE TELSTRA PANEL ANTENNAS (6 OFF)
TOP OF PROPOSED MONOPOLE

PROPOSED TELSTRA 30m HIGH MONOPOLE WITH TRIANGULAR HEADFRAME

PROPOSED FEEDERS TO RUN INTERNALLY WITHIN MONOPOLE

COMPLIANCE BOX
 COMPLETED AS PER DESIGN
 ALTERATIONS IN RED
 NAME (PRINT) _____
 SIGNATURE _____ DATE _____

PROPOSED TELSTRA EQUIPMENT SHELTER

PROPOSED TELSTRA COMPOUND SECURITY FENCE WITH 3m DOUBLE ACCESS GATES

- ▽ E.L. 5.00m
EME SAFETY SIGN
- PROPOSED TELSTRA 450 WIDE CABLE LADDER

▽ EL. 0.00m
GROUND LEVEL (RL 195m AHD)

PROPOSED TELSTRA UNDERGROUND FIBRE ROUTE

PROPOSED TELSTRA UNDERGROUND POWER ROUTE

INDICATIVE FOUNDATIONS ONLY

PROPOSED SITE LEVELLING FOR 400mm CROSS-FALL ALONG TELSTRA COMPOUND EXISTING EMBANKMENT

SOUTH-WESTERN ELEVATION

SCALE 1:150
 1.5m 0 1.5m 3m 4.5m 6m 7.5m SCALE 1:150

PRELIMINARY

DO NOT SCALE DIMENSIONS IN

ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
N1112821	SBL	GS	PRELIMINARY ISSUE WCD44850 71413213K002URB	IT	IT	03.08.12	1

Telstra
 MOBILE NETWORK SITE 285378
 GLENFIELD PARK WEST
 SITE ELEVATION
 LOT 2 OFF RED HILL RD, LLOYD, NSW 2650



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DWG NO. **N109603** SHT NO. **S3** INDEX

Handwritten signature/initials

TELSTRA ANTENNA CONFIGURATION TABLE

ANTENNA No	ANTENNA TYPE & SIZE H x W x D	ANTENNA STATUS	ANTENNA HEIGHT C/L A.G.L.	ANTENNA BEARING (x°T)	SECTOR NO. & SYSTEM
A1	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	30°	S1: WCDMA850 S1: WCDMA850
A2	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	130°	S2: WCDMA850 S2: WCDMA850
A3	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	250°	S3: WCDMA850 S3: WCDMA850
A4	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	30°	SPARE SPARE
A5	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	130°	SPARE SPARE
A6	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	250°	SPARE SPARE
A7	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	30°	
A8	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	130°	
A9	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	250°	
A10	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	30°	
A11	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	130°	
A12	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	250°	

COMPLIANCE BOX
 COMPLETED AS PER DESIGN
 ALTERATIONS IN RED
 NAME (PRINT) _____
 SIGNATURE _____ DATE _____

DO NOT SCALE
 DIMENSIONS IN

PRELIMINARY

ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
N11169DH	SBL	GS	PRELIMINARY ISSUE WCDMA850 71413213W002URB	IT	IT	03.08.12	1



Telstra
 MOBILE NETWORK SITE 285378
 GLENFIELD PARK WEST
 ANTENNA CONFIGURATION TABLE
 LOT 2 OFF RED HILL RD, LLOYD, NSW 2650

DWG NO. **N109603** SHT 53-1 NO. INDEX

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Form: 07L
Licence: 01-05-028
Licensee:

4/4 LEASE



AH473269J

New South Wales
Real Property Act 1900

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

STAMP
DUTY

Office of State Revenue use only

(A) TORRENS
TITLE

Jo

Property leased: if appropriate, specify the part or premises
FOLIO IDENTIFIER 24446883, PART BEING THE AREA HATCHED ON THE PLAN ANNEXED AND MARKED "B" 56/1177765

(B) LODGED BY

Delivery Box 462H	Name, Address or DX and Telephone LLPN: SAI GLOBAL Property 123327C DX 885 SYDNEY 02 9210 0700 Reference 28670512- AGS	CODE L
-----------------------------	---	------------------

(C) LESSOR

EHKUK PTY LIMITED ACN 001 419 825

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

TELSTRA CORPORATION LIMITED ACN 051 775 556

TENANCY:

(F)

(G) 1. TERM:

FIVE (5) YEARS

1/2
3/4

2. COMMENCING DATE:
3. TERMINATING DATE:

10 December 2027
9 December 2032

ML cr
ML cr

- With **OPTION TO RENEW** for a period of **NA** set out in **NA**
- With an **OPTION TO PURCHASE** set out in clause **NA**
- Together with and reserving the **RIGHTS** set out in clause **NA**
- Incorporates the provisions set out in **ANNEXURES "A", "B" & "C"** hereto.
- Incorporates the provisions set out in **NA** filed at Department of Lands, Land and Property Information Division as No. **NA**
- The **RENT** is set out in **ITEM No. 8 OF THE REFERENCE SCHEDULE**

C. Zeyouris
[Signature]

DATE:

FOR EXECUTION SEE PAGE 24.

(H)

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:



Name of witness:

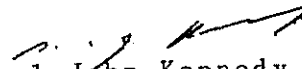
CATHERINE RUMBLE

Address of witness:

CLERK
WAGGA WAGGA

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

Signature of lessor:


Michael John Kennedy as
attorney for Ehkuk Pty
Limited ACN 001 419 825
pursuant to Power of
Attorney Book 3810 No 75

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:

Address of witness:

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

Signature of lessee:

(I) STATUTORY DECLARATION

I,
solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended;
2. The lessee under that lease has not exercised the option.

Made and subscribed at _____

in the _____

on _____

in the presence of—

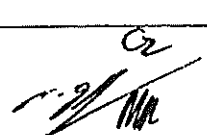
Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:



**This is Annexure "A" referred to in the CMTS Lease of Land between Ehkuk Pty Limited as Lessor
and Telstra Corporation Limited as Lessee**

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12055413

Glenfield Park West Lease 4

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REFERENCE SCHEDULE

- Item 1 Lessor:** Name: **Ehkuk Pty Limited**
ACN 001 419 825
Address: PO Box 103
WAGGA WAGGA NSW 2650
Tel: 02 6937 8500
Email: rhartwig@hartwigs.com.au
- Item 2 Lessee:** Name: **Telstra Corporation Limited**
Director, Telstra Property
Address: c/- Jones Lang LaSalle
Level 34, 242 Exhibition Street
MELBOURNE VIC 3000
Attention: Property Management Director
Email: Telstra.Notices@ap.jll.com and
F0901953@team.telstra.com
- Item 3 Premises:** (Clause 1.1) That part of the Land hatched on the plan annexed to this Lease in Annexure "B" and situated at Red Hill Road, Lloyd NSW 2650
- Item 4 Land:** (Clause 1.1) Folio Identifier ~~211116883~~ 56/1177765 
- Item 5 Term:** (Clause 1.1) Five (5) years
-  **Item 6 Commencement Date:** (Clause 1.1) 10 December 2027 
-  **Item 7 Terminating Date:** (Clause 1.1) 9 December 2032 
- Item 8 Rent:** (Clause 1.1) \$28,043.41 per annum, subject to clause 3.1(b)
- Item 9 Payment of Rent:** (Clause 3.1) Yearly in advance on each anniversary of the Commencement Date by way of electronic funds transfer.
- Item 10 Permitted Use:** (Clause 3.6) Installation, inspection, maintenance, construction, excavation, replacement, repair, renewal, alteration, upgrade, cleaning, operation, access to and from and removal of the Facility on the Land in accordance with this Lease including the exercise of any rights as set out in the

Act.

Item 11
(Clause 5.4) **Not used**

Item 12
(Clause 3.1) **Review of Rent:** The Rent is to be increased on each Review Date by 3% per annum during the Term and any Further Term.

Item 13
(Clause 1.2) **Statutory provisions not applying:** Sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW)



Handwritten signature and initials, possibly 'ML' and 'CZ'.

DATE

PARTIES

The Lessor.

The Lessee.

RECITALS

- A. The Lessor is the owner of the Land.
- B. The Lessor has agreed to grant and the Lessee has agreed to accept a lease of the Premises on the terms and conditions of this Lease.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Lease:

Act means the *Telecommunications Act 1997* (Cth).

Active Area means those areas around the antennas marked red and yellow in the drawings contained in the RCSMB.

Ancillary Equipment means any associated fixtures, fittings and equipment required to maintain transmission and includes remote radio units, tower mounted amplifiers and associated mounts and supports.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State.

Carrier has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

Carrier Requirements means the Lessee's obligation to comply with legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

Commencement Date means the date specified in Item 6.

Emergency means circumstances where access must be provided without delay to protect:

- (a) the integrity of the Lessee's telecommunications network or the Facility; or
- (b) the health or safety of persons; or
- (c) the environment; or
- (d) property; or



Handwritten signature and initials, possibly 'MLL' and '12'.

(e) maintenance of an adequate level of service or to prevent loss of transmission.

Facility means the telecommunications facility being the equipment housing, tower (if any), security fence, antennas, associated ancillary equipment and/or any other fixtures, fittings, structures, and cabling as altered, upgraded and/or added to in the Lessee's absolute discretion from time to time.

Further Term means a further term of this Lease, if any, as specified in Item 11.

Item means an item in the Reference Schedule.

Land means the land described in Item 4.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Lessee means the party named in Item 2.

Lessor means the party named in Item 1.

Permitted Use means the use specified in Item 10.

Premises means the premises leased to the Lessee as described in Item 3.

RCSMB means the radio communications site management book (as updated from time to time), access to a copy of which has been or will be provided to the Lessor by the Lessee.

Reference Schedule means the reference schedule in this Lease.

Related Body Corporate means:

- (a) a related body corporate; or
- (b) a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity

as each of those terms are defined in the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 8 as varied on any Review Date under this Lease.

Review Date means each anniversary of the Commencement Date during the Term or any Further Term.

Services means electricity and any telecommunications services.

State means the state or territory in which the Land is located.

Term means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

Terminating Date means the date specified in Item 7.

1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

- (a) A singular word includes the plural, and vice versa.
- (b) A word which suggests one gender includes the other genders.
- (c) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.
- (d) Words of inclusion or example are not words of limitation.
- (e) Headings are for convenience only, and do not affect interpretation.
- (f) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease or any part of it.
- (g) As far as possible all provisions will be construed so as not to be invalid, illegal or unenforceable.
- (h) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (i) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (j) Unless the context otherwise requires, the terms *installation* and *maintenance* (and contextual variations of those terms) where they are used in this Lease, have the same meanings and include the same activities as are provided under the Act.
- (k) The word *agreement* includes an undertaking or other binding arrangement or understanding in writing (and, only where expressly allowed by this Lease, includes oral agreement).

- (l) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party:
 - (i) an obligation of those persons is joint and several;
 - (ii) a right of those persons is held by each of them severally; and
 - (iii) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):
 - (A) a representation, warranty or undertaking is given by each of them separately; and
 - (B) a reference to that party or that term in the default clause in this Lease is a reference to each of those persons separately.
- (m) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors or others authorised (expressly or implicitly) by that party.
- (n) Any obligation on the Lessor or the Lessee (as the case may be) will, where the context so permits, extend to the actions of that party or its authorised employees, agents, contractors, licensees, invitees, or others claiming under or through that party.
- (o) Without limiting any other rights of the Lessee, all licence, appurtenant and ancillary rights created in favour of the Lessee under this Lease in respect of or in connection with the Land run with the leasehold interest granted to the Lessee and will bind all successors, executors, transferees, assigns and other persons having an interest in the Land or any part of it from time to time.
- (p) The statutory provisions in Item 13 (if any) do not apply to this Lease.

1.3 Good Faith

The parties enter into this Lease in good faith and agree to act in a reasonable and co-operative manner.

1.4 Consents

Where the consent or approval of either party is required under this Lease, then the consenting party must:

- (a) not unreasonably withhold or delay its consent or approval;
- (b) not impose any conditions on any consent or approval which are inconsistent with the terms of this Lease; and
- (c) if withholding consent or approval, provide written reasons for this at the time the withholding is notified.

2. DEMISE

2.1 Lessee Rights

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use and grants a licence to the Lessee over the Land (which licence is coupled with and runs with the leasehold interest) to:

- (a) have unrestricted access to and from the Premises and the Facility at all times, with or without all necessary vehicles, equipment and workmen;
- (b) lay electricity cables over, under or within the Land to connect the Facility to the public electricity supply and to transmit electricity through those cables;
- (c) lay communication cables and any other cables through or within the Land in connection with the Permitted Use and to use those cables;
- (d) repair, replace, renew, alter, maintain and upgrade the cables referred to in clauses 2.1(b) and 2.1(c);
- (e) install any and all antennas and associated Ancillary Equipment where necessary, including, where applicable, as specified on the plan annexed to this Lease in Annexure "C" and alter the location of the antennas and associated Ancillary Equipment on the Land from time to time, in the Lessee's absolute discretion;
- (f) use the common areas and services on the Land (if any) as may be necessary for the Lessee's use and enjoyment of the Premises and the Facility; and
- (g) use so much of the Land adjoining and adjacent to:
 - (i) the Premises; or
 - (ii) any installation, improvement or property of the Lessee,

as is reasonably required during installation, erection, construction, repair, replacement, renewal, maintenance and operation of the Facility. The Lessee must restore the adjoining and adjacent Land as far as practicably possible to its condition prior to such use by the Lessee. In exercising these rights the Lessee will endeavour not to materially and substantially interfere with the rights of the other occupants of the Land.

2.2 Security

- (a) In accessing the Premises and the Facility pursuant to clause 2.1(a), the Lessee must comply with any reasonable security arrangements of the Lessor of which the Lessee has received notice.
- (b) The Lessor must notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number) who will be available 24 hours a day 7 calendar days a week. This person will be an Authorised Representative as contemplated by clause 7.1.

- (c) In an Emergency, the Lessor must arrange for its security staff or contractor to give the Lessee access to the Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 2.2(b). The Lessee's notification may be given in person, by post, telephone or email.
- (d) As soon as practicable after the Commencement Date, the Lessor must:
 - (i) notify its contact person nominated under clause 2.2(b) of the obligation set out at clause 2.2(c); and
 - (ii) ensure that its contact person nominated under clause 2.2(b) and any relevant security staff or contractor have processes in place to facilitate the Lessor's access obligations in clause 2.2(c).
- (e) The Lessee will reimburse the Lessor the cost of the Lessor's reasonable security expenses in providing Emergency access under clause 2.2(c) within 20 Business Days of receipt of a tax invoice from the Lessor.

3. LESSEE'S COVENANTS

3.1 Rent and Rent Review

- (a) The Lessee must pay the Rent in the manner set out in Item 9.
- (b) The Rent is a gross rent inclusive of all outgoings and is to be reviewed on each Review Date in accordance with Item 12.

3.2 Condition of Premises

- (a) Subject to clause 3.2(b), the Lessee must keep the Premises in good repair and condition (having regard to the condition of the Premises as at the Commencement Date) excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God.
- (b) The Lessee is not obliged to carry out any capital or structural works under clause 3.2(a) unless the work is required because of the negligent act or omission of the Lessee.

3.3 Reinstatement and Make Good

- (a) Within 3 months after the Terminating Date or earlier determination of the Lease the Lessee must remove that part of the Facility located above the surface of the Land, and make good at its cost any damage to the Land or Premises caused by such removal.
- (b) The parties agree that the period of 3 months referred to in clause 3.3(a) is not regarded as holding over for the purposes of clause 5.3 and Rent is not payable by the Lessee during this period.

3.4 Assignment

- (a) The Lessee must not assign this Lease, sublet or part with possession of the whole or part of the Premises, without the consent of the Lessor.

(b) Despite clause 3.4(a), the Lessee may assign the Lease, sublet, licence or part with possession of the whole or part of the Premises to a:

- (i) Related Body Corporate; or
- (ii) a Carrier

without the Lessor's consent. The Lessee must notify the Lessor of any dealing referred to in this clause 3.4(b) within 3 months of its occurrence.

(c) With effect from the date of assignment of this Lease by the Lessee, the assignor Lessee and the Lessor release each other from all obligations and liabilities under this Lease, but without prejudice to any prior claim or remedy which either party may have against the other.

(d) For the avoidance of doubt, and for the purposes of this clause 3.4 a reference to the 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease, and a reference to the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

3.5 Services

(a) The Lessee may install separate metering for the Services to the Premises.

(b) The Lessee must install separate metering for the Services to the Premises if:

- (i) requested by the Lessor; and
- (ii) it is reasonably able and permitted by any relevant authority to do so.

(c) The Lessee will bear the cost of separate metering under clause 3.5(a) or under clause 3.5(b) and must pay to the suppliers all charges for the separately metered Services that are consumed or used by the Lessee.

3.6 Use of Premises

The Lessee:

- (a) may carry out any structural work required for the installation of the Facility; and
- (b) may only use the Premises for the Permitted Use.

4. LESSOR'S COVENANTS

4.1 Quiet Enjoyment

- (a) So long as the Lessee pays the Rent and performs its obligations under this Lease, it is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor or in any other manner.

- (b) The Lessor must not manipulate, tamper with, interfere with, damage, deface, remove or destroy the Facility or any part of it or its operation and must comply with the Lessee's reasonable directions in relation to the Facility.
- (c) The Lessor agrees that it must notify the Lessee, both in accordance with the contact details in Item 2 and any contact details provided on the signage referred to in clause 4.1(d) of any proposed access by the Lessor which requires entry to the Premises or approach to the Active Area so that the Lessee can ensure that the Lessor is aware of the Lessee's safety and security procedures. The Lessor must comply with the Lessee's safety and security procedures.
- (d) The Lessee has the right to erect signage around the Premises and the Facility for the purposes of complying with Australian safety standards. The Lessor must comply with the Lessee's signage when entering the Premises or approaching the Active Area.

4.2 Non-derogation from Grant

The Lessor must not derogate from its grant of this Lease to the Lessee and this obligation of the Lessor is not excluded or in any way limited by any other provision of this Lease.

4.3 Subsequent Occupiers

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to:
 - (i) other Carriers or occupiers; or
 - (ii) third parties and those rights include the right to operate radio communications and/or telecommunications equipment on the Landthe Lessor must first:
 - (iii) promptly give notice to the Lessee of such a proposal; and
 - (iv) where the grant is likely to adversely affect, impair or interfere with (**Affect**) the Lessee's Permitted Use, the Lessor must also obtain the Lessee's consent to such a proposal.
- (b) In considering a request for consent under clause 4.3(a) the Lessee will determine if its Permitted Use will be Affected.
- (c) If the Lessee establishes during the Term that changes to other Carriers' or occupiers' facilities after the initial installation of the facility by the other Carrier or occupier Affect the Lessee's Permitted Use, the Lessor, immediately upon receipt of notice from the Lessee, either must:
 - (i) arrange for the other Carrier or occupier to modify its facility or the operation of it so that it no longer Affects the Lessee's Permitted Use;
 - (ii) arrange for the relocation of the other Carrier's or occupier's facility so that it no longer Affects the Lessee's Permitted Use; or
 - (iii) terminate the arrangement with the other Carrier or occupier.

- (d) The Lessor's obligations under clauses 4.3(a)(iv) and 4.3(c) are essential terms of this Lease. The Lessee may treat the Lessor's breach of an essential term as a repudiation of this Lease and may terminate this Lease for breach of this essential term and for repudiation. This clause does not prevent any other obligations under this Lease from being essential terms.

4.4 Condition of Land

The Lessor must repair, maintain and keep in good and substantial repair the Land (including all fixtures and fittings of the Lessor if any) subject always to the obligations of the Lessee under this Lease.

4.5 Permits and Approvals

The Lessor:

- (a) irrevocably authorises the Lessee, at the Lessee's expense, to make applications to any relevant authority for any necessary permits, consents and approvals to enable the development, construction and use of the Facility in accordance with the Permitted Use and to exercise and procure (at the Lessee's discretion) every right of appeal arising from the determination of any such application or the failure to determine such application; and
- (b) must sign all documentation and provide all assistance required by the Lessee, or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 4.5(a).

4.6 Consent of Mortgagee or Chargee

If the Premises are subject to a mortgage or charge, the Lessor must obtain the unconditional mortgagee's or chargee's consent to this Lease and the Lessee must pay the mortgagee's or chargee's reasonable consent costs.

4.7 Intentionally Deleted

4.8 Surrender

- (a) The Lessee may terminate this Lease on giving the Lessor no less than 20 Business Days' notice at any time where it is unable to comply with or satisfy any Carrier Requirements provided that this right to terminate is only available to the Lessee prior to completion of the initial installation of the Facility.
- (b) Despite any other provision of this Lease, the Lessor covenants that if factors affect the Lessee's use of the Premises to the extent that:
 - (i) the Permitted Use is compromised or the Premises are no longer required by the Lessee; or
 - (ii) the level of service provided by the Lessee to its customers falls below the coverage level acceptable to the Lessee or as a result of significant network changes, the Facility ceases to operate as a part of the Lessee's telecommunications network; or

- (iii) there is an emergence of radio interference or physical interference which, in the Lessee's opinion, materially interferes with the Permitted Use or the performance of the Facility

then the Lessee may terminate this Lease on giving to the Lessor no less than 6 months' notice at any time.

- (c) If the Lessee exercises its right to terminate this Lease under clause 4.8(a) or clause 4.8(b):
 - (i) it must at its cost reinstate the Premises in accordance with clause 3.3; and
 - (ii) that termination is without prejudice to any prior claim or remedy which either party may have against the other.

4.9 No Restriction on Commonwealth Legislation

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunity of the Lessee under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees pursuant to clause 17(5) Division 5 Part 1 of Schedule 3 of the Act to waive its right to:
 - (i) be given a notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act of the Lessee's exercise of its powers to inspect and/or install a low impact installation and to maintain the Facility; and
 - (ii) object to an activity which would have been the subject of a notice if not for the operation of this clause.
- (c) The operation of this clause survives the expiry or termination of this Lease.

4.10 Access Track and/or Power Connection

Where the Lessee installs, upgrades or maintains at its cost any access track or power connection then any other person (except the Lessor) who wishes to utilise the access track or power connection, must share in the cost of installation, upgrading and maintenance as apportioned by the Lessee. The Lessor must ensure that any subsequent grant of a lease or licence to a third party includes an obligation on that lessee or licensee to bear such apportioned costs.

4.11 Lessee's Property

The Facility remains at all times the property of the Lessee, even if it becomes attached to the Land.

4.12 Contamination

The Lessor:

- (a) warrants that at the Commencement Date, the Land and the Premises do not contain substances hazardous to health or safety; and

(b) confirms that:

- (i) in respect of the Land; and
- (ii) in respect of the Premises, so far as the Lessor is aware or reasonably should be aware,

the warranty in clause 4.12(a) remains true at all times during the Term and any holding over period.

4.13 Refund of Rent on Termination

If this Lease is terminated by the Lessee prior to the Terminating Date pursuant to clauses 4.8 or 5.1(c), the Lessor must, within 20 Business Days of the date of termination, refund to the Lessee any Rent paid in advance for that portion of the Term after the date of termination.

4.14 Events Affecting Land

If:

- (a) the Lessor sells or otherwise disposes of its interest in the whole or any part of the Land;
- (b) the Lessor changes its address for notices; or
- (c) a mortgagee or any other person becomes entitled to the receipt of Rent and other payments under the Lease or becomes entitled to any of the rights and obligations of the Lessor under this Lease

the Lessor must give the Lessee prompt notice of the above circumstances and, if it fails to do so, then the Lessor releases the Lessee from, and must compensate the Lessee for, all claims for which the Lessee may become liable as a result of the Lessor's failure or delay in notifying the Lessee of the above circumstances.

5. MUTUAL COVENANTS

5.1 Default and Re-entry

- (a) If the Rent is 1 month in arrears or if the Lessee fails to perform its other obligations under this Lease and the Lessee does not within:
 - (i) 20 Business Days in the case of non-payment of Rent; and
 - (ii) 60 Business Days in the case of all other breaches,from the date of receipt of notice from the Lessor providing reasonable particulars of the default:
 - (iii) remedy the default; or
 - (iv) if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default,

then the Lessor may re-enter upon the Premises without interfering with the Facility and subject to all laws relating to the Facility.

- (b) This Lease determines on the Lessor's re-entry but without prejudice to any prior claim or remedy which either party may have against the other.
- (c) If any of the Lessor's covenants and conditions contained or implied in this Lease are not punctually performed or observed, and such default continues for a period of 30 Business Days after notice specifying such default is served on the Lessor, then the Lessee may terminate this Lease by notice to the Lessor. On the serving of the notice of termination by the Lessee this Lease is at an end, but without prejudice to any prior claim or remedy which either party may have against the other.

5.2 Costs of Lease

- (a) Each party must bear their own legal fees and disbursements for the preparation, negotiation and execution of the Lease.
- (b) If stamp duty or registration fees are:
 - (i) payable on this Lease; and
 - (ii) the relevant law makes the Lessee liable to pay themthe Lessee will pay the applicable stamp duty or registration fees.

5.3 Holding Over

- (a) If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor and the Lessee is not entitled to or does not want a new lease, then the Lessee occupies the Premises under a yearly tenancy.
- (b) The Lessee occupies the Premises at the same Rent payable prior to the Terminating Date, subject to review in accordance with clause 3.1, and otherwise on the same terms as this Lease, so far as they can be applied to a yearly tenancy.
- (c) Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other (which notice may expire at any time).

5.4 Intentionally Deleted

6. INSURANCE AND INDEMNITY

6.1 Property Insurance - Lessee to self insure

For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee will self insure the respective rights and interests of the Lessor and the Lessee for damage which must be repaired by the Lessee under this Lease.

6.2 Lessee to insure if self insurance ceases

If the Lessee:

- (a) elects to discontinue; or
- (b) is unable to continue,

the self insurance referred to in clause 6.1, the Lessee must effect such insurance with an insurer reasonably approved by the Lessor against the insurable risks required under this Lease.

6.3 Workers' Compensation Insurance

For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee holds a licence pursuant to the *Safety, Rehabilitation and Compensation Act 1988* (Cth).

6.4 Public Liability Insurance

- (a) For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee has a global insurance policy which includes public liability insurance in excess of \$20 million and which includes the Lessor as an insured to the extent required in this Lease.
- (b) If requested in writing by the Lessor, the Lessee will provide the Lessor with a letter confirming the Lessee's insurance as specified under this clause, such request not to be made more than once a year during the Term.

6.5 Indemnity

- (a) The Lessee indemnifies the Lessor against any liability, loss, damage, costs or expenses incurred or suffered by the Lessor which is caused solely and directly by:
 - (i) a breach of this Lease by the Lessee; or
 - (ii) the negligence of the Lessee or an employee or agent of the Lessee acting within the scope of their authority.
- (b) The indemnity provided by the Lessee under this clause 6.5 will not exceed \$20 million per event and in the aggregate.
- (c) The liability of the Lessee to indemnify the Lessor under this clause 6.5 must be reduced proportionately to the extent that any act or omission of the Lessor contributed to the liability, loss, damage, costs or expenses.
- (d) In defending or settling any claim, action or demand the subject of an indemnity under this clause 6.5, the Lessor must follow the Lessee's reasonable instructions.
- (e) The Lessor must not settle any claim, action or demand the subject of an indemnity under this clause 6.5 without obtaining the prior consent of the Lessee, and the Lessor must take reasonable steps to mitigate any liability, loss, damage, costs or expenses including taking reasonable court action to defend any claim, action or demand made against the Lessor.

7. NOTICES

7.1 Authorised Representative

In this clause 7.1 Authorised Representative:

- (a) *in the case of the Lessor* - means the Lessor, a director of the Lessor (if the Lessor is a company) or any other person (including an agent or lawyer) notified by the Lessor to the Lessee as its Authorised Representative; and
- (b) *in the case of the Lessee* - means the Property Management Director set out at Item 2, or any other person (including an authorised employee or officer of the Lessee, an agent or lawyer) notified by the Lessee to the Lessor as its Authorised Representative.

7.2 How to give a notice

Subject to clause 7.3, a notice, consent or other communication under this Lease is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (ii) sent by email to that person's email address or email addresses (where they are specified in the Reference Schedule, or as notified to the other party in writing from time to time). Where more than one email address is specified, the notice consent or other communication must be sent to all specified email addresses.

7.3 Oral Notice

Where this Lease expressly permits that a notice may be given orally, then:

- (a) *in the case of a notice from the Lessor* - the notice can be given by the Lessor's Authorised Representative; and
- (b) *in the case of a notice from the Lessee* - the notice can be given by the Lessee's Authorised Representative.

7.4 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) where it is given by email:

- (i) *if delivered by 5.00 pm on a Business Day - at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or*
 - (ii) *if delivered after 5.00 pm on a Business Day or on a day that is not a Business Day - on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email;*
- (b) where it is sent by mail:
- (i) within Australia - 3 Business Days after posting; or
 - (ii) to or from a place outside Australia - 7 Business Days after posting; and
- (c) if it is given orally - at the time it is given.

7.5 Address for notices

A person's address and email are those set out below that person's name in the relevant Item in the Reference Schedule in this Lease, or as the person notifies the sender.

8. GST

8.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

8.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.

8.3 Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit, but will be increased under clause 8.1 if the payment is consideration for a taxable supply.

8.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 8.1 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

8.5 Interpretation

In this Lease:

- (a) terms used that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (**GST Act**) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended; and
- (b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably; and
- (c) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

8.6 Consideration provided in instalments

If the receiving party provides the consideration in instalments and the taxable supply is not made for a period or on a progressive basis, the receiving party must pay the total GST amount when it is liable to provide the first instalment.

8.7 Change in the GST law

If the GST law changes (including without limitation as a result of a change in the GST rate) after the date of this Lease, any consideration that expressly includes GST must be adjusted to reflect the change in the GST law.

8.8 Time limit on payment of the GST amount

Notwithstanding any other provision in this Lease, the receiving party is not required to pay the GST amount referred to in clause 8.2 unless it has received a tax invoice in respect of the supply (or, if section 156-5(1) of the GST Act applies to the supply, the periodic or progressive component of the supply) from the supplying party within three years and 11 months after the end of:

- (a) the first calendar month in which any of the consideration for the supply (or the periodic or progressive component of the supply) is provided; or
- (b) if an invoice is issued prior to the provision of any of the consideration for the supply (or the periodic or progressive component of the supply), the calendar month in which the invoice is issued.

9. TERMINATION OF SUBSEQUENT LEASES AND PRIOR LEASE

- (a) In this clause 9:
 - (i) **Subsequent Lease** means a lease, if any, between the Lessor and the Lessee of the Premises for a period of time commencing after the Terminating Date; and
 - (ii) **Prior Lease** means a lease, if any, between the Lessor and Lessee of the Premises for a period of time prior to the Commencement Date.
- (b) The Lessee may terminate any Subsequent Lease for any reason in its absolute discretion by giving the Lessor written notice at least 1 month before the Terminating Date. The Subsequent Lease terminates on the date of the Lessee's notice.
- (c) If a Prior Lease is validly terminated (other than by the effluxion of time), this Lease will automatically terminate on the same date as the Prior Lease is validly terminated.

- (d) If:
- (i) the Lessee gives the Lessor notice that it is terminating a Subsequent Lease under clause 9(b); or
 - (ii) as a result of the termination of a Prior Lease, this Lease terminates under clause 9(c),

the Lessor and Lessee agree:

- (iii) to promptly execute a surrender of the Subsequent Lease or this Lease in registrable form;
- (iv) the termination of the Subsequent Lease or this Lease is without prejudice to any prior claim or remedy which either party may have against the other under the Subsequent Lease or this Lease;
- (v) the Lessee must at its cost attend to the preparation, stamping and registration of the surrender of the Subsequent Lease or this Lease; and
- (vi) the Lessor must immediately produce the certificate of title for the Land to the Registrar-General's Office, if it is required, to enable the surrender of the Subsequent Lease or this Lease to be registered.

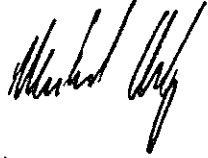


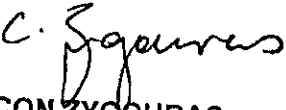
Handwritten signature and initials, possibly 'MLC' and 'CL'.

EXECUTED AS A DEED this day of 20

EXECUTED BY LESSEE

I certify that **CON ZYGOURAS** , with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this document in my presence as attorney for **TELSTRA CORPORATION LIMITED** under Power of Attorney registered book **4457** No. **829**

Signature of witness: 
Name of witness: **MICHAEL KELLY**
Address of witness: **231 ELIZABETH ST
STANBURY.**


Signature of Attorney: 
Attorney's name: **CON ZYGOURAS**

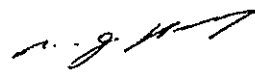
Signing on behalf of:
TELSTRA CORPORATION LIMITED
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

EXECUTED BY LESSOR

Executed by Michael John Kennedy as attorney for Ehkuk Pty Limited ACN 001 419 825 pursuant to Power of Attorney Book 3810 No 75

Corporation: **Ehkuk Pty Limited ACN 001 419 825**

Signature of witness: 
Name of witness: **CATHERINE RUMBLE**
Address of witness: **CLERK
WAGGA WAGGA**

Signature of Attorney: 
Attorney's name: **MICHAEL JOHN KENNEDY**

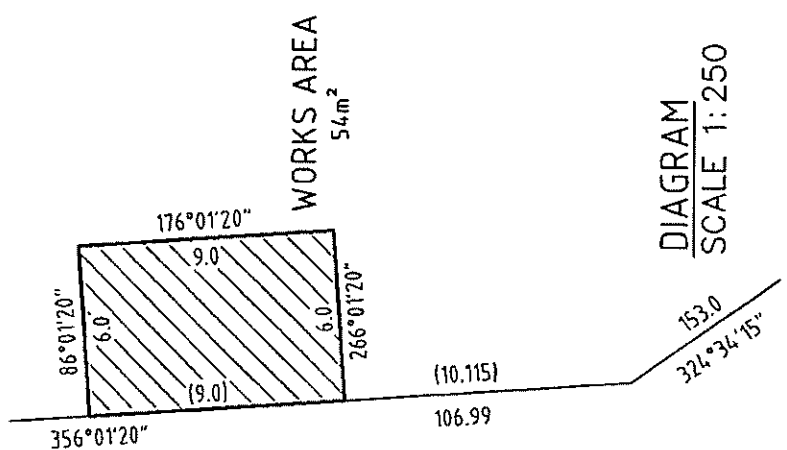
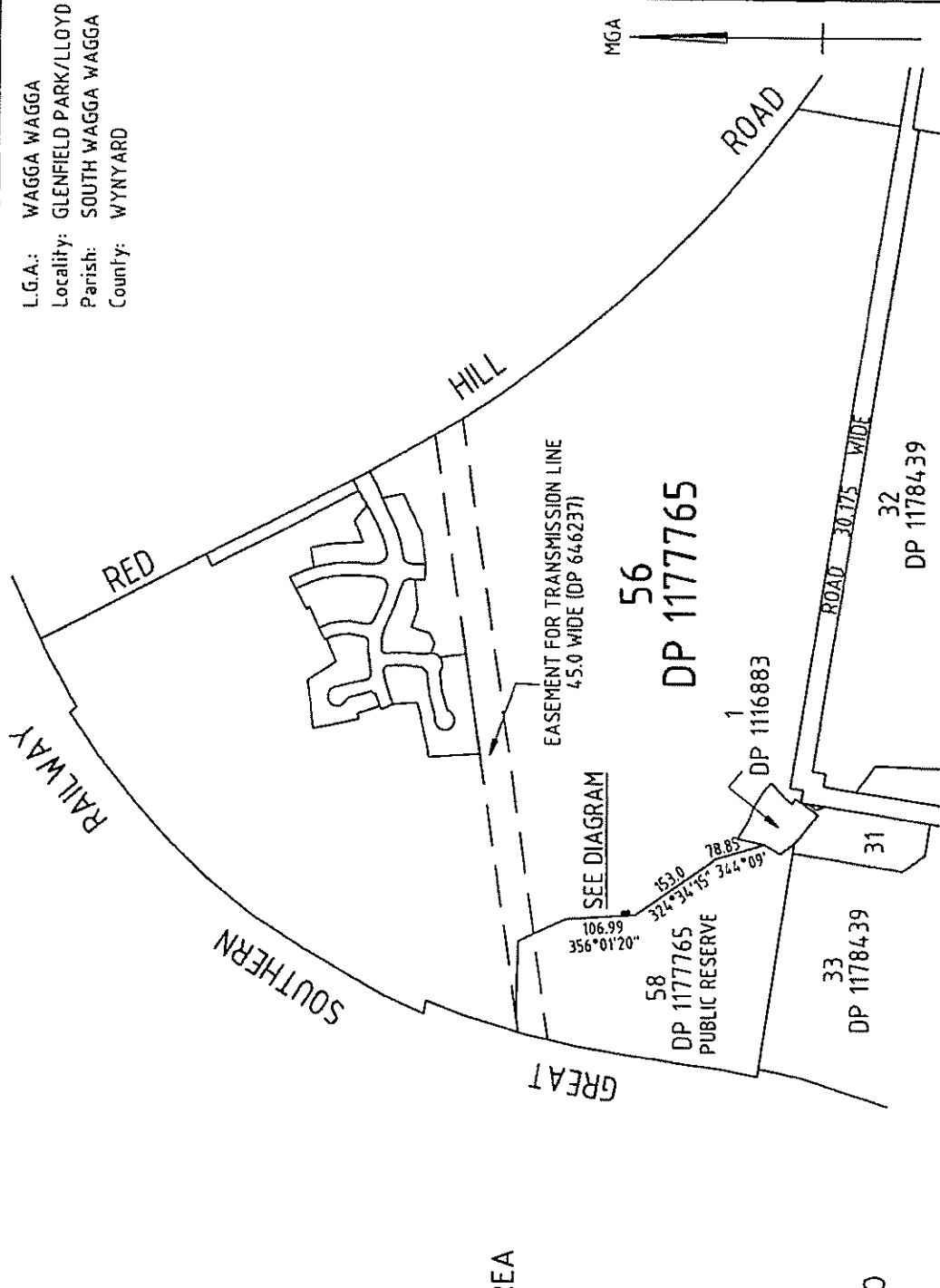
Signing on behalf of:
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

2

ANNEXURE B - PREMISES PLAN

This is Annexure "B" referred to in the CMTS Lease of Land between Ehkuk Pty Limited as Lessor and Telstra Corporation Limited as Lessee

A handwritten signature in black ink, appearing to be 'M. G.', located at the bottom right of the page.



Plan forming Annexure " " to Lease
 of LAND at GLENFIELD PARK/LLOYD
 by _____
 to _____
 dated the _____ Day of _____

SCALE 1:10 000

Telstra

MOBILE NETWORK SITE 285378
 GLENFIELD PARK WEST
 SITE TENURE PLAN
 RED HILL ROAD, LLOYD, NSW 2650

DWG NO. N109603
 SHT NO. G1
 INDEX A4

ALL DIMENSIONS IN METRES

ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
NA11169.01	KM	CW	Original T1413213W002URB	GM	GL	3.10.12	1

PMS No. _____

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kordia™
 people & technology as one

CT: 56/117765
 Owner: EHKUK PTY LTD
 Address: RED HILL ROAD
 LLOYD NSW 2650

NOTE: Covenants or Restriction to user have not been investigated for the purpose of this plan

NEXT G™ NETWORK

SURELINE™
GEOMATICS

SPATIAL SOLUTIONS
 25 GEDFREY STREET
 CONSTITUTION HILL NSW 2145
 TEL: (02) 9856 8925

SVY | KM | REF | 12158

[Handwritten signature]

ANNEXURE C - ANTENNA PLAN

This is Annexure "C" referred to in the CMTS Lease of Land between Ehkuk Pty Limited as Lessor and Telstra Corporation Limited as Lessee

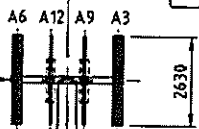

C2



NOTES:

1. FOR EME SIGNS NOTATED #X REFER TO 005486 FOR DETAILS.
2. #2 EME SIGN SECURED TO REAR OF EVERY ANTENNA AS PER 005486 DOCUMENT.
3. ALL ACCESS POINTS ON THE STRUCTURE MUST BE BIRD PROOFED AS PER EXTERNAL PLANT POLICY 003615.
4. #8 EME SIGN SECURED 5m AGL TO POLE USING STAINLESS STEEL STRAPS.
5. TMA's TO BE INSTALLED ON THE REAR OF THE ANTENNA MOUNTS.

PROPOSED (6 OFF) AND FUTURE
 (6 OFF) TELSTRA PANEL ANTENNAS
 ON TRIANGULAR HEADFRAME



- ▽ E.L. 30.000m
OVERALL TO OF STRUCTURE
TOP OF PROPOSED TELSTRA PANEL ANTENNAS
- ▽ E.L. 28.685m
CL PROPOSED TELSTRA PANEL ANTENNAS (6 OFF)
CL FUTURE TELSTRA PANEL ANTENNAS (6 OFF)
TOP OF PROPOSED MONOPOLE

PROPOSED TELSTRA 30m
 HIGH MONOPOLE WITH
 TRIANGULAR HEADFRAME

PROPOSED FEEDERS TO RUN
 INTERNALLY WITHIN MONOPOLE

COMPLIANCE BOX
 COMPLETED AS PER DESIGN
 ALTERATIONS IN RED
 NAME (PRINT) _____
 SIGNATURE _____ DATE _____

PROPOSED TELSTRA
 EQUIPMENT SHELTER

PROPOSED TELSTRA COMPOUND
 SECURITY FENCE WITH 3m
 DOUBLE ACCESS GATES

▽ E.L. 5.00m
 EME SAFETY SIGN

PROPOSED TELSTRA 450
 WIDE CABLE LADDER

▽ EL 0.00m
 GROUND LEVEL
 (RL 195m AHD)

PROPOSED TELSTRA
 UNDERGROUND FIBRE ROUTE

INDICATIVE
 FOUNDATIONS
 ONLY

PROPOSED SITE LEVELLING FOR 400mm
 CROSS-FALL ALONG TELSTRA COMPOUND
 EXISTING EMBANKMENT

PROPOSED TELSTRA
 UNDERGROUND POWER ROUTE

SOUTH-WESTERN ELEVATION

SCALE 1:150

1.5m 0 1.5m 3m 4.5m 6m 7.5m SCALE 1:150

DO NOT
 SCALE

DIMENSIONS
 IN

PRELIMINARY

ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
W11189.01	SBL	GS	PRELIMINARY ISSUE WCDMAB50 71413213W002URB	IT	IT	03.08.12	1



MOBILE NETWORK SITE 285378
 GLENFIELD PARK WEST
 SITE ELEVATION
 LOT 2 OFF RED HILL RD, LLOYD, NSW 2650



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DWG NO. **N109603**

SHT NO. **S3**
 INDEX

Page 28 of 28

[Handwritten signature]

A

B

C

D

E

TELSTRA ANTENNA CONFIGURATION TABLE					
ANTENNA No	ANTENNA TYPE & SIZE H x W x D	ANTENNA STATUS	ANTENNA HEIGHT C/L A.G.L.	ANTENNA BEARING (x°T)	SECTOR NO. & SYSTEM
A1	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	30°	S1: WCDMA850 S1: WCDMA850
A2	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	130°	S2: WCDMA850 S2: WCDMA850
A3	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	250°	S3: WCDMA850 S3: WCDMA850
A4	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	30°	SPARE SPARE
A5	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	130°	SPARE SPARE
A6	ARGUS CPX310R-V1 PANEL 2630 x 300 x 115	PROPOSED	28.685m	250°	SPARE SPARE
A7	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	30°	
A8	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	130°	
A9	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	250°	
A10	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	30°	
A11	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	130°	
A12	ARGUS VVPX310R-V4 PANEL 1330 x 370 x 120	FUTURE	28.685m	250°	

COMPLIANCE BOX
 COMPLETED AS PER DESIGN
 ALTERATIONS IN RED
 NAME (PRINT) _____
 SIGNATURE _____ DATE _____

PRELIMINARY

DO NOT SCALE DIMENSIONS BY

ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
WAH1162/1	SBL	GS	PRELIMINARY ISSUE WCDMA850 71413213W002URB	IT	IT	03.08.12	1



Telstra
 MOBILE NETWORK SITE 285378
 GLENFIELD PARK WEST
 ANTENNA CONFIGURATION TABLE
 LOT 2 OFF RED HILL RD, LLOYD, NSW 2650

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DWG NO. **N109603** SHT S3-1 NO. INDEX

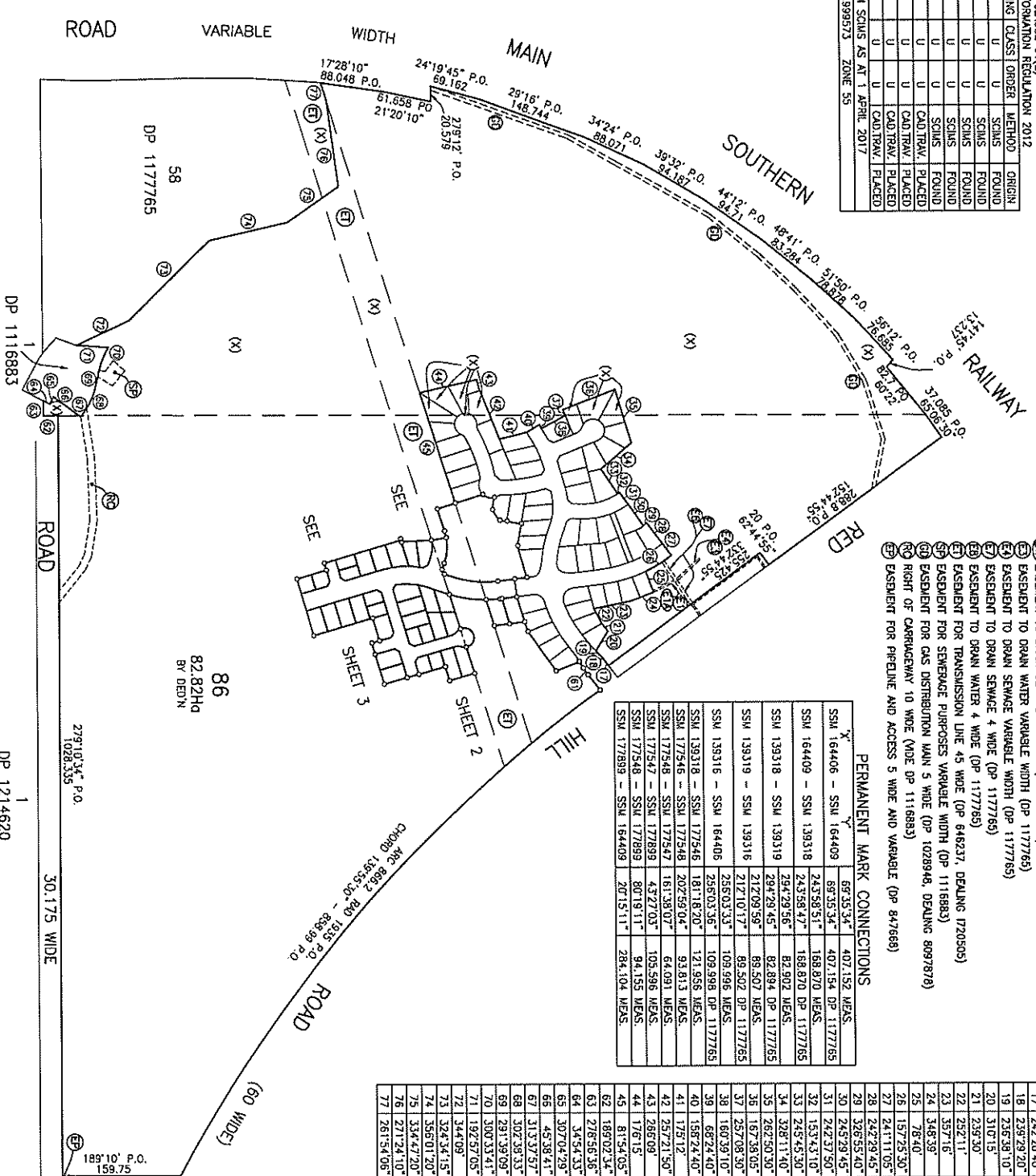
Page 28a of 28

[Handwritten signature]
 C2

CLAUSE 35(1)(B) AND CLAUSE 61(2)
OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012

MARK	M.G.A. EASTING	M.G.A. NORTHING	CLASS	ORDER	METHOD	GRIN#
SSM 164406	529 936	6 111 372	U	U	SCIMS	FOUND
SSM 164409	529 937	6 111 514	U	U	SCIMS	FOUND
SSM 139318	529 165	6 111 440	U	U	SCIMS	FOUND
SSM 139319	529 090	6 111 474	U	U	SCIMS	FOUND
SSM 139316	529 042	6 111 399	U	U	SCIMS	FOUND
SSM 177546	529 126	6 111 232	U	U	CAUTRY PLACED	
SSM 177547	529 147	6 111 171	U	U	CAUTRY PLACED	
SSM 177899	529 219	6 111 247	U	U	CAUTRY PLACED	

M.G.A. CO-ORDINATES OBTAINED FROM SCIMS AS AT 1 APRIL 2017
COMBINED SCALE FACTOR 0.999823 ZONE 55



- (X) LAND EXCLUDES MINERALS BY CROWN GRANT
- (E) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 117765)
- (E) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 117765)
- (E) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 117765)
- (E) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 117765)
- (E) EASEMENT TO DRAIN WATER 4 WIDE (DP 117765)
- (E) EASEMENT TO DRAIN WATER 4 WIDE (DP 117765)
- (E) EASEMENT FOR TRANSMISSION LINE 45 WIDE (DP 648237, DEALING 1720505)
- (E) EASEMENT FOR SEWERAGE PURPOSES VARIABLE WIDTH (DP 1116883)
- (E) EASEMENT FOR GAS DISTRIBUTION MAIN 5 WIDE (DP 1028948, DEALING 8097878)
- (E) RIGHT OF CARRIAGEWAY 10 WIDE (DP 1116883)
- (E) EASEMENT FOR PREDLINE AND ACCESS 5 WIDE AND VARIABLE (DP 847688)

PERMANENT MARK CONNECTIONS

MARK	BEARING	DISTANCE	MARK	BEARING	DISTANCE
SSM 164406 - SSM 164409	88°35'34"	407.152 MEAS.	SSM 164409 - SSM 139318	407.154 DP 117765	
SSM 164409 - SSM 139318	88°35'34"	168.870 MEAS.	SSM 139318 - SSM 139319	243°58'47"	243.584 DP 117765
SSM 139318 - SSM 139319	294.294 MEAS.	82.894 DP 117765	SSM 139319 - SSM 177546	217°09'56"	89.502 MEAS.
SSM 139319 - SSM 177546	217°09'56"	89.502 MEAS.	SSM 177546 - SSM 177547	212°10'17"	109.998 DP 117765
SSM 177546 - SSM 177547	212°10'17"	109.998 DP 117765	SSM 177547 - SSM 177899	256°03'33"	121.956 MEAS.
SSM 177899 - SSM 164406	256°03'33"	109.998 DP 117765	SSM 164406 - SSM 177546	181°18'20"	64.091 MEAS.
SSM 164406 - SSM 177546	181°18'20"	64.091 MEAS.	SSM 177546 - SSM 177547	161°38'07"	93.813 MEAS.
SSM 177546 - SSM 177547	161°38'07"	93.813 MEAS.	SSM 177547 - SSM 177899	43°27'03"	105.586 MEAS.
SSM 177899 - SSM 164406	43°27'03"	105.586 MEAS.	SSM 164406 - SSM 177899	80°19'11"	94.135 MEAS.
SSM 164406 - SSM 177899	80°19'11"	94.135 MEAS.	SSM 177899 - SSM 164406	207°15'11"	284.104 MEAS.

SCHEDULE OF P.O. SHORT BOUNDARIES

BEARING	DISTANCE	ARC	RADIUS
17 242°20'40"	5.88		
18 238°29'20"	11.16		
19 236°39'10"	8.815		
20 310°15'	31.48		
21 239°30'	13.12		
22 252°11'	22.36		
23 357°16'	48.86		
24 348°39'	33.55		
25 78°40'	30.06		
26 157°25'30"	41.285		190
27 241°11'05"	35.57		
28 242°29'45"	6.235		
29 328°55'40"	35.01		
30 242°29'45"	35.01		
31 242°31'50"	20		
32 153°43'10"	3.04		80
33 245°45'30"	39.935		
34 328°11'40"	53.875		
35 262°50'30"	75.535		
36 191°38'05"	74.435		
37 257°08'30"	8.58		
38 160°39'10"	36.35		
39 68°24'40"	5.94		
40 158°24'40"	20		
41 175°12'	37.89		
42 352°21'50"	74.74		
43 268°09'	11.6		
44 81°54'05"	158.405		
45 176°15'	20.115		
46 276°56'35"	20.115		
47 345°43'33"	10.263		
48 307°04'29"	10.965		
49 45°38'41"	45.389		
50 313°37'57"	12.154		
51 307°38'33"	34.315		90
52 291°39'09"	20.941		
53 300°33'41"	34.07		34.208
54 192°57'05"	43.053		110
55 344°09'	78.85		
56 324°34'15"	153		
57 356°01'20"	105.99		
58 334°47'20"	84.97		
59 271°24'10"	117.14		
60 261°54'06"	28.12		

Surveyor: TERENCE JOHN HINDCHLIFE
Date of Survey: 01/04/2017
Surveyor's Ref: 15347
POLICY 3

PLAN OF SUBDIVISION OF
LOT 56 DP 1177765

LG: WAGGA WAGGA
Locality: LLOYD
Subdivision No: SC170017
Lengths are in metres. Reduction Ratio 1:4000

Registered
22.06.2017

DP1229144

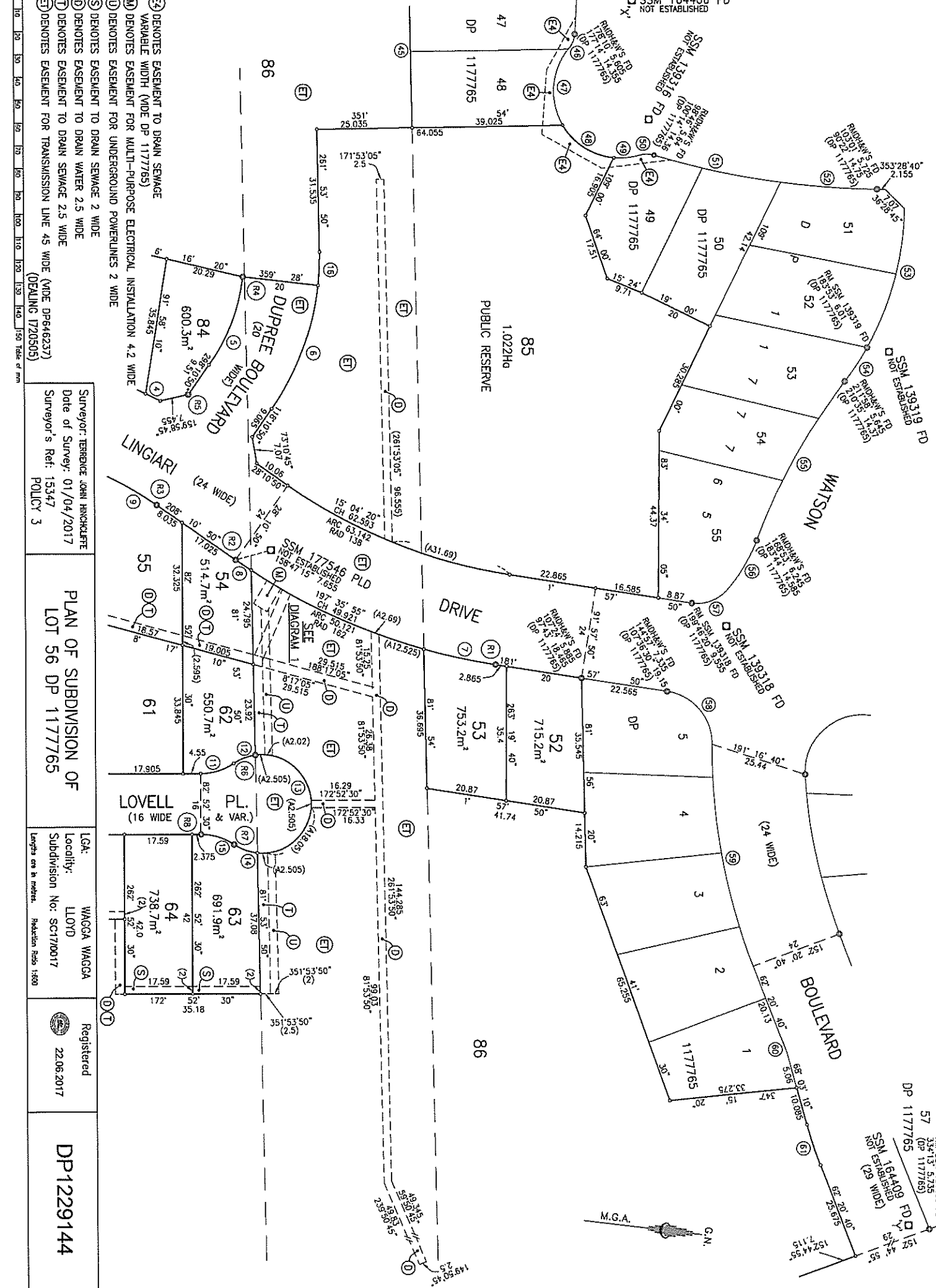
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of Feet

DP 1116883

DP 1214620

DP 702816

239



- (E) DENOTES EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (WIDE DP 1177765)
- (M) DENOTES EASEMENT FOR MULT-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- (D) DENOTES EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE
- (S) DENOTES EASEMENT TO DRAIN SEWAGE 2 WIDE
- (O) DENOTES EASEMENT TO DRAIN WATER 2.5 WIDE
- (T) DENOTES EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (R) DENOTES EASEMENT FOR TRANSMISSION LINE 4.5 WIDE (WIDE DP646237) (OFFALING 1720505)

Surveyor: TERRANCE JOHN HIRCHOLTFE
 Date of Survey: 01/04/2017
 Surveyor's Ref: 15347
 POLICY 3

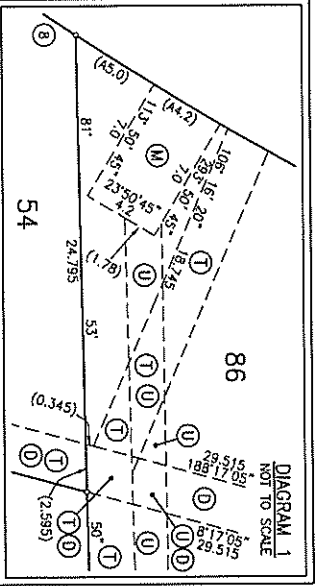
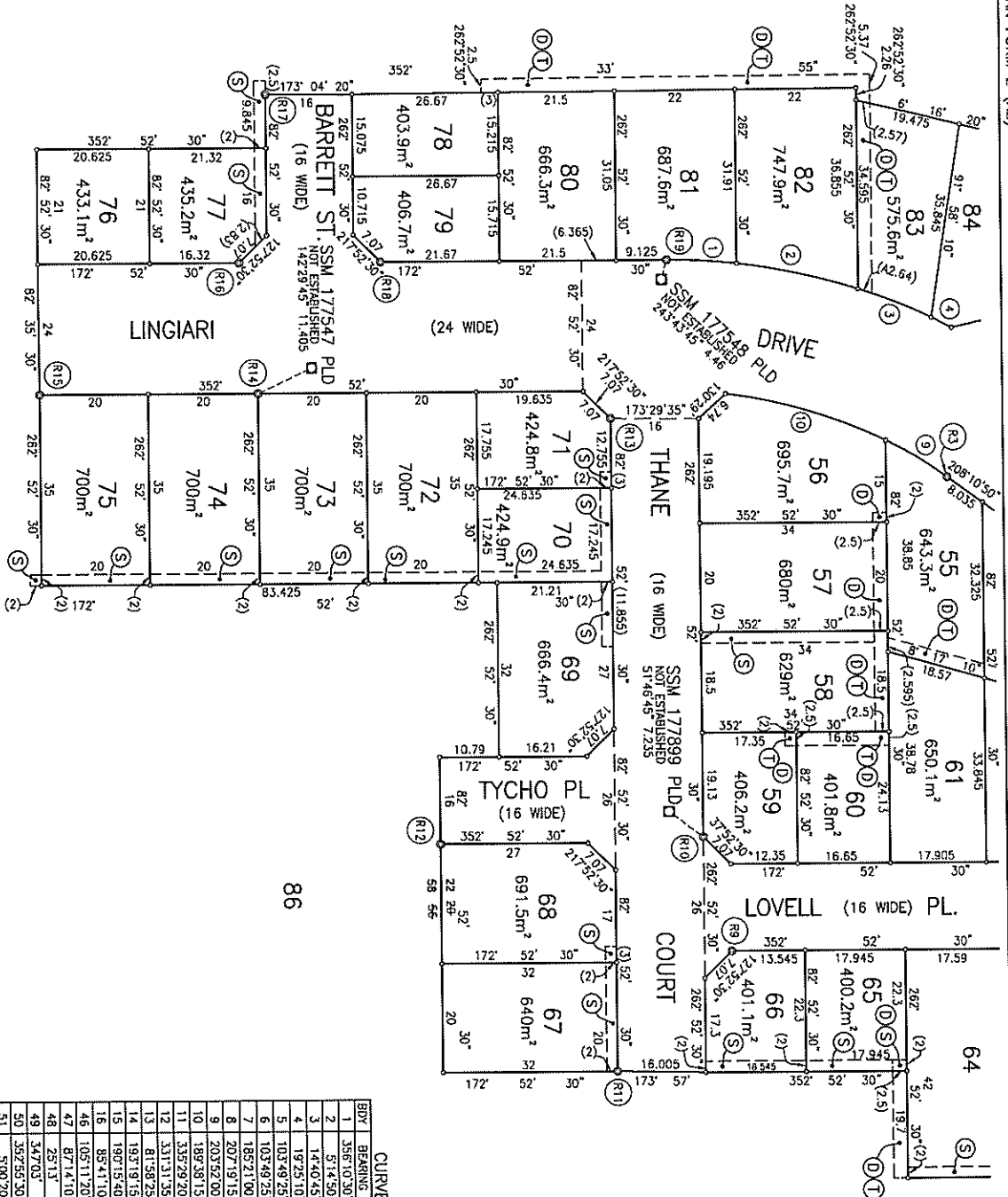
PLAN OF SUBDIVISION OF LOT 56 DP 1177765

LGA: WAGGA WAGGA
 Locality: LLOYD
 Subdivision No: SC17/0017
 Lengths are in meters. Reduction Ratio 1:800

Registered
 22.06.2017

DP1229144

RM SSM 164409 FD
 33473 5735
 (DP 1177765)
 SSM 164408 FD
 NOT ESTABLISHED
 (29 WIDE)



- Ⓜ DENOTES EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- Ⓝ DENOTES EASEMENT TO DRAIN SEWAGE 2 WIDE
- Ⓞ DENOTES EASEMENT TO DRAIN WATER 2.5 WIDE
- Ⓟ DENOTES EASEMENT TO DRAIN SEWAGE 2.5 WIDE

CURVED BOUNDARY TABLE

BDY	BEARING	DISTANCE	ARC	RADIUS
1	356°10'30"	12.9	12.905	112.03
2	5°14'50"	22.525	22.58	112.03
3	14°40'45"	14.3	14.31	112.03
4	19°25'10"	4.22	4.22	112.03
5	103°49'25"	24.79	25.05	49.555
6	103°49'25"	34.71	35.08	69.555
7	185°21'00"	19.135	19.145	162.0
8	20°19'15"	4.855	4.86	162.0
9	203°52'00"	13.235	13.25	88.0
10	180°38'15"	30.31	30.46	88.0
11	335°29'20"	8.955	9.105	15.0
12	331°31'35"	6.035	6.09	13.0
13	81°58'25"	25.805	44.025	13.0
14	193°19'15"	6.435	6.5	13.0
15	190°15'40"	8.955	9.105	15.0
16	85°41'10"	9.245	9.25	69.555
4/6	105°11'20"	4.015	4.08	6.5
4/7	87°14'10"	20.085	21.595	17.5
4/8	25°13'	15.89	16.49	17.5
4/9	34°7'03"	6.78	6.82	17.5
5/0	352°55'30"	3.775	3.83	6.5
5/1	5°00'20"	33.94	33.98	21.0
5/2	355°55'30"	25.24	25.255	21.0
5/3	37°58'15"	37.83	38.23	76.265
5/4	116°21'37"	10.674	10.682	76.265
5/5	11°45'45"	47.915	48.085	16.0
5/6	113°50'	15.54	15.63	41.95
5/7	153°14'	9.613	10.03	10
5/8	42°43'	18.28	19.915	14
5/9	225°42'20"	59.39	59.73	182
6/0	65°12'10"	8.779	8.78	86
6/1	65°12'	11.16	11.165	112

REFERENCE MARK TABLE

BDY	MARK	BEARING	DISTANCE	ORIGIN
R1	RNDHAW	101°12'	5.78	PLACED
R2	RNDHAW	92°54'30"	18.525	PLACED
R3	RNDHAW	158°47'15"	7.555	PLACED
R4	RNDHAW	163°30'	8.135	PLACED
R5	RNDHAW	75°32'30"	7.14	PLACED
R6	RNDHAW	211°17'	6.39	PLACED
R7	RNDHAW	193°24'30"	14.655	PLACED
R8	RNDHAW	211°05'	5.7	PLACED
R9	RNDHAW	208°17'	14.335	PLACED
R10	RNDHAW	224°09'	17.665	PLACED
R11	RNDHAW	116°12'	3.645	PLACED
R12	RNDHAW	89°15'	18.46	PLACED
R13	RNDHAW	72°59'	3.78	PLACED
R14	RNDHAW	75°47'	12.32	PLACED
R15	RNDHAW	125°44'	6.13	PLACED
R16	RNDHAW	327°55'30"	9.185	PLACED
R17	RNDHAW	51°46'45"	7.235	PLACED
R18	RNDHAW	148°52'30"	4.13	PLACED
R19	RNDHAW	109°09'30"	3.985	PLACED
R20	RNDHAW	169°52'30"	12.435	PLACED
R21	RNDHAW	87°14'10"	15.89	PLACED
R22	RNDHAW	169°09'30"	4.13	PLACED
R23	RNDHAW	91°15'30"	12.45	PLACED
R24	RNDHAW	160°05'30"	3.815	PLACED
R25	RNDHAW	172°21'30"	12.36	PLACED
R26	RNDHAW	142°29'45"	11.405	PLACED
R27	RNDHAW	102°33'30"	6.095	PLACED
R28	RNDHAW	86°48'30"	18.455	PLACED
R29	RNDHAW	257°42'30"	5.385	PLACED
R30	RNDHAW	204°36'30"	4.37	PLACED
R31	RNDHAW	181°16'30"	12.51	PLACED
R32	RNDHAW	258°21'30"	3.56	PLACED
R33	RNDHAW	243°23'45"	4.46	PLACED

SURVEYOR: TERENCE JOHN HINDOCHETE
 Date of Survey: 01/04/2017
 Surveyor's Ref: 15347
 POLICY 3

PLAN OF SUBDIVISION OF
 LOT 56 DP 1177765


LGA: WAGGA WAGGA
 Locality: LLOYD
 Subdivision No: SC1700017
 Lengths are in meters. Reduction Ratio: 1:800

Registered
 22.06.2017

DP1229144

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

PLAN FORM 6 (2012) **WARNING: Creasing or folding will lead to rejection** ePlan
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 3 sheet(s)

Registered:  22.06.2017 Office Use Only
 Title System: TORRENS
 Purpose: SUBDIVISION

DP1229144

Office Use Only

**PLAN OF SUBDIVISION OF
 LOT 56 DP 1177765**

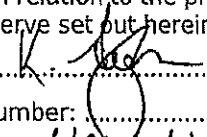
LGA: WAGGA WAGGA
 Locality: LLOYD
 Parish: SOUTH WAGGA WAGGA
 County: WYNYARD

Crown Lands NSW/Western Lands Office Approval
 I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.
 Signature:
 Date:
 File Number:
 Office:

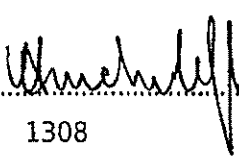
Survey Certificate

I, **TERRENCE JOHN HINCHCLIFFE**
 of **39 CRAMPTON STREET, WAGGA WAGGA**
 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~~

Subdivision Certificate

I, **Keith Seghers**
 *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.
 Signature: 
 Accreditation number:
 Consent Authority: **Wagga Wagga City Council**
 Date of endorsement: **19 April 2017**
 Subdivision Certificate number: **SC17/0017**
 File number: **DA12/0332**
 *Strike through if inapplicable.

(b) The part of the land shown in the plan **BEING LOT 52-LOTS 15 TO 85 & NEW ROADS** was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, **01 / 04 / 2017** the part not surveyed was compiled in accordance with that Regulation.

Signature:  Dated:
 Surveyor ID: 1308
 Datum Line: "X- Y " MGA
 Type: *Urban/*Rural
 The terrain is *Level-Undulating / *Steep-Mountainous.

Statements of intention to dedicate public roads, public reserves and drainage reserves.
 IT IS INTENDED TO DEDICATE DUPREE BOULEVARD, BARRETT STREET, THANE COURT, TYCHO PLACE, LOVELL PLACE AND THE EXTENSION OF LINGIARI DRIVE TO THE PUBLIC AS PUBLIC ROAD.
 THE DEDICATION OF LINGIARI DRIVE, DUPREE BOULEVARD AND LOVELL PLACE IS SUBJECT TO THE EASEMENT FOR TRANSMISSION LINE 45 WIDE (VIDE DEALING I720505 & DP 646237).
 IT IS INTENDED TO DEDICATE LOT 85 TO THE PUBLIC AS PUBLIC RESERVE.

Plans used in the preparation of survey/compilation.
 DP 1177765,
 If space is insufficient continue on PLAN FORM 6A

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


Surveyor's Reference: 15347

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only
 Registered:  22.06.2017

Office Use Only
DP1229144

**PLAN OF SUBDIVISION OF
 LOT 56 DP 1177765**

This sheet is for the provision of the following information as require

- 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*

Subdivision Certificate number: SC17/0017
 Date of Endorsement: 19 April 2017

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 2.5 WIDE
2. EASEMENT TO DRAIN SEWAGE 2.5 WIDE
3. EASEMENT TO DRAIN SEWAGE 2 WIDE
4. RESTRICTIONS ON THE USE OF LAND
5. POSITIVE COVENANT
6. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
7. EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE

SCHEDULE OF LOTS AND ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
52	66	LINGIARI	DRIVE	LLOYD
53	64	LINGIARI	DRIVE	LLOYD
54	62	LINGIARI	DRIVE	LLOYD
55	60	LINGIARI	DRIVE	LLOYD
56	1	THANE	COURT	LLOYD
57	3	THANE	COURT	LLOYD
58	5	THANE	COURT	LLOYD
59	1	LOVELL	PLACE	LLOYD
60	3	LOVELL	PLACE	LLOYD
61	5	LOVELL	PLACE	LLOYD
62	7	LOVELL	PLACE	LLOYD
63	8	LOVELL	PLACE	LLOYD
64	6	LOVELL	PLACE	LLOYD
65	4	LOVELL	PLACE	LLOYD
66	2	LOVELL	PLACE	LLOYD

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15347

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only
 Registered:  22.06.2017

Office Use Only
DP1229144

PLAN OF SUBDIVISION OF LOT 56 DP 1177765

This sheet is for the provision of the following information as require

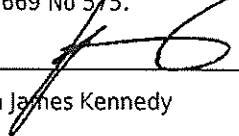
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919

Subdivision Certificate number: SC17/0017
 Date of Endorsement: 19 April 2017

SCHEDULE OF LOTS AND ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
67	10	THANE	COURT	LLOYD
68	8	THANE	COURT	LLOYD
69	6	THANE	COURT	LLOYD
70	4	THANE	COURT	LLOYD
71	2	THANE	COURT	LLOYD
72	54	LINGIARI	DRIVE	LLOYD
73	52	LINGIARI	DRIVE	LLOYD
74	50	LINGIARI	DRIVE	LLOYD
75	48	LINGIARI	DRIVE	LLOYD
76	43	LINGIARI	DRIVE	LLOYD
77	1	BARRETT	STREET	LLOYD
78	4	BARRETT	STREET	LLOYD
79	2	BARRETT	STREET	LLOYD
80	49	LINGIARI	DRIVE	LLOYD
81	51	LINGIARI	DRIVE	LLOYD
82	53	LINGIARI	DRIVE	LLOYD
83	55	LINGIARI	DRIVE	LLOYD
84	1	DUPREE	BOULEVARD	LLOYD
85	2	DUPREE	BOULEVARD	LLOYD
86	N.A.	LINGIARI	DRIVE	LLOYD

Executed by Ehkuk Pty Ltd (ACN 001 419 825) by its attorney Lincoln James Kennedy who has no notice of revocation of power Book 4669 No 575.


 Lincoln James Kennedy

Surveyor's Reference: 15347

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Plan:

DP1229144

(Sheet 1 of 7 sheets)

Plan of Subdivision of Lot 56 DP 1177765 covered by Council's Certificate No. *SC 17/0017* dated *19th APRIL*, 2017

Full name and address of the owner of the land

Ehkuk Pty Limited (ACN 001 419 825)
 30 Blake Street
 Wagga Wagga NSW 2650

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain water 2.5 wide	54 to 58 inclusive, 60, 65, 83, 85, 59 , 86	The Council of the City of Wagga Wagga
2	Easement to drain sewage 2.5 wide	54, 55, 58, 86 , 83 & 85 59 , 60 , 86	The Council of the City of Wagga Wagga
3	Easement to drain sewage 2 wide	59, 60 , 63 to 75 inclusive, 77 & 85 86 , 58	The Council of the City of Wagga Wagga
4	Restriction on the use of land	Each and every lot except lot 85	Each and every lot except lot 85 ^A OTHER
5	Positive covenant	Each and every lot except lot 85	The Council of the City of Wagga Wagga
6	Easement for multi-purpose electrical installation 4.2 wide	86	Essential Energy
7	Easement for underground powerlines 2 wide	86	Essential Energy

PART 2

1. **Terms of Restriction on the use of the Land fourthly referred to in the plan**
 - (a) Not more than one (1) single dwelling shall be established on any lot.
 - (b) No building shall be used or permitted to be used for any purpose other than as a private dwelling house and nor shall any part thereof be used or permitted to be used for a residential unit, strata unit or flat.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

DP1229144

(Sheet 2 of 7 sheets)

Plan of Subdivision of Lot 56 DP 1177765

covered by Council's Certificate No. 50 17 / 0017

dated 19th APRIL 2017

-
- (c) No dwelling shall have a floor area of less than 140 square metres under the main roof inclusive of any garage, carport and verandah under such roof.
- (d) No main building or garage shall:-
- (i) have external walls constructed of a material other than brick, brick veneer, stone, hebel block or panels, exin panels, cement block or concrete construction. Weatherboard cladding is permitted provided it comprises not more than 20 percent of any façade of the building with the remaining materials being the aforesaid. Glass windows are permitted;
 - (ii) have roofing consisting of a material other than slate, tile or steel sheet noting that sky lights shall be permitted.
- (e) No dwelling, garage or other out building may be erected which is not constructed entirely of new materials or which has been wholly or substantially assembled off the lot whether as a previously occupied building or otherwise.
- (f) No building (other than a main building or garage) shall:-
- (i) be constructed of a material other than brick, brick veneer or steel sheet;
 - (ii) have a roof constructed of a material other than tile, slate or steel sheet;
 - (iii) have a floor area greater than 40 square metres;
 - (iv) exceed at any point three metres in height above ground floor level.
- (g) No carport shall be permitted to be erected or to remain on any lot and no garage shall be permitted to be erected or to remain on any lot unless it is constructed with a pitched roof.
- (h) The surface treatment of the nature strip adjacent to any lot shall be synthetic turf.
- (i) No advertising signs or awnings shall be erected or be displayed or be permitted to remain on any lot other than street numbers and house names which shall not exceed 60 centimetres x 30 centimetres in size.
- (j) No lot or building thereon shall be used or any noxious, noisome or offensive trade or calling.
- (k) (i) No fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height) shall be erected within 5.5 metres of the back of the roadside kerb, provided that this shall not apply to any corner lot.
- (ii) No fencing other than steel sheet fencing being of colour commonly known as sandstone, riverstone or equivalent colour and not exceeding 1800 millimetres in height shall be used along the remaining boundaries provided that in the case of a corner lot this restriction shall apply to one frontage only.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

DP1229144

(Sheet 3 of 7 sheets)

Plan of Subdivision of Lot 56 DP 1177765

covered by Council's Certificate No. 50 17/0017

dated 19th APRIL, 2017

- (iii) In the case of a corner lot no fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height) shall be erected any closer to the front street alignment than the house building erected on that lot.
- (l) During the ownership of any adjoining land by Ehkuk Pty Limited, its successors or assigns other than purchasers on sale no fence shall be erected on any lot to divide it from any such adjoining lot without the consent of Ehkuk Pty Limited, its successors or assignees other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Ehkuk Pty Limited, its successors, assigns other than purchasers on sale and in favour of any such person dealing with the owner of any lot from time to time such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (m) "Steel Sheet" when herein used shall mean aluminium/zinc coated or galvanised steel sheet with one of the following finishes:-
 - (i) silicone polyester pre-finished baked onto one or both sides;
 - (ii) 0.215 millimetres thick vinyl film laminated onto one or both sides; and
 - (iii) acrylic film pre-finished onto one or both sides.

2. Terms of Positive Covenant fifthly referred to in the plan

- (1) Pervious to Impervious Ratio
 - (a) The lot must be developed and maintained at all times after an Occupation Certificate is issued for any dwelling on the lot so that a pervious to impervious ratio of the surface area treatments of 20:80 is achieved in accordance with the plan entitled *Lloyd Estate Stage 6 Impervious/Pervious Calculation Plan* approved and held by Council.
 - (b) The land area to be included in the calculation of 20:80 ratio shall include the entire lot and the area of the road reserve immediately adjacent to the lot.
 - (c) The area of the road reserve adjacent to the lot to be included shall be measured as follows: between a line drawn as a continuation of the side boundaries of the lot (where they meet the front boundary) to the centre line of the road (being a line along the centre of the road equidistant from the front boundaries of the lots adjacent to it); noting that:
 - (i) no area of any road reserve shall be apportioned to more than one lot for the purposes of this calculation;
 - (ii) for corner lots, the road reserve to be included in calculations will extend around the corner; and

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

DP1229144

(Sheet 4 of 7 sheets)

Plan of Subdivision of Lot 56 DP 1177765

covered by Council's Certificate No. SC 17/0017

dated 19th APRIL, 2017

(iii) lots that are further subdivided under community title or strata subdivision shall be calculated on the underlying Torrens title allotment.

(2) Road Reserve

The owner of the lot must retain the existing impervious nature of the finished surface of the road reserve immediately adjacent to the lot from the property boundary to the kerb of the road (being the area defined by the lateral extent of a line drawn as a continuation of the side boundaries of the lot where they meet the front boundary) unless the road reserve is done in accordance with the standards set out in the *Road Reserve Treatment Standard (as amended)* and the *Street Tree Master Plan (as amended)* as approved by Council and it complies with Council's policy 008 *Road Reserve Policy* as amended from time to time.

(3) Gardens and landscaping

All gardens and landscaping on every lot shall be constructed and maintained in accordance with the *Lloyd Landscaping and Garden Design Guideline* prepared by MJM Consulting and approved of by Council.

(4) Cats

Any cats (*Felis Catus*) living on a lot and under the ownership or control of a resident of that lot shall be controlled in such a way so as to prevent such cat roaming freely outdoors between sunset and sunrise.

(5) Fixed irrigation systems and grey water

The owner of a lot must not install:-

- (a) fixed irrigation systems between the lot boundary and the adjacent kerb alignment; and
- (b) grey water re-use systems in any dwelling.

3. **Terms of easement sixthly referred to in the plan:**

Easement for multi-purpose electrical installation the terms of which are set out in Part C of Memorandum AG189384 as registered at LPI.

4. **Terms of easement seventhly referred to in the plan:**

Easement for underground power lines the terms of which are set out in Part B of Memorandum AG189384 as registered at LPI.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

DP1229144

(Sheet 5 of 7 sheets)

Plan of Subdivision of Lot 56 DP 1177765

covered by Council's Certificate No. SC 17/2017

dated 19th APRIL, 2017

**Name of Person or Authority Empowered to Release, Vary or Modify Restrictions on the
Use of land fourthly referred to in the Plan:**

The abovementioned proprietor until the expiry of ten (10) years from the date on which the abovementioned plan is registered as a deposited plan and thereafter by the person or person in whom the legal estate is for the time being vested in the land in the said deposited plan (other than street or public areas) having a common boundary with the land burdened provided that any such release, variation or modification shall, if approved, be made and done in all respects of the cost and expense of the person requesting such release, variation or modification.

**Name of Person or Authority Empowered to Release, Vary or Modify Positive Covenant
fifthly referred to in the Plan:**

The Council of the City of Wagga Wagga.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

DP1229144

(Sheet 6 of 7 sheets)

Plan of Subdivision of Lot 56 DP 1177765

covered by Council's Certificate No. SC 17 | 2017

dated 19th APRIL, 2017

I certify that the person signing opposite
with whom I am personally acquainted
or as to whose identity I am otherwise
satisfied, signed this instrument in my
presence

Executed by **EHKUK PTY LTD**
(ACN 001 419 825) by its attorney **LINCOLN
JAMES KENNEDY** who has no notice
of revocation of power Book 4669 No. 575



Lyndell Gaye Fellow
221 Tarcutta Street
WAGGA WAGGA NSW 2650



Lincoln James Kennedy

WAGGA WAGGA CITY COUNCIL by its
authorised delegate pursuant to Section 377
of the *Local Government Act, 1919*:


Signature of witness

Jane Nolan
Name of witness

9 Rowe St Wagga Wagga
Address of witness


Signature of delegate

KEITH SEGHERS
Name of delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan:

DP1229144

(Sheet 7 of 7 sheets)

Plan of Subdivision of Lot 56 DP 1177765

covered by Council's Certificate No. SC17/0017

dated 14th APRIL

, 2017

**EXECUTED by
ESSENTIAL ENERGY**

by its duly appointed attorney under
Power of Attorney Book 4077 No. 684
in the presence of:- 4693 330

[Handwritten mark]

[Handwritten signature]
Signature of Witness

RAELENE MYERS
JP202504
35 Grant Street
Port Macquarie 2444

Name of Witness

[Handwritten signature]

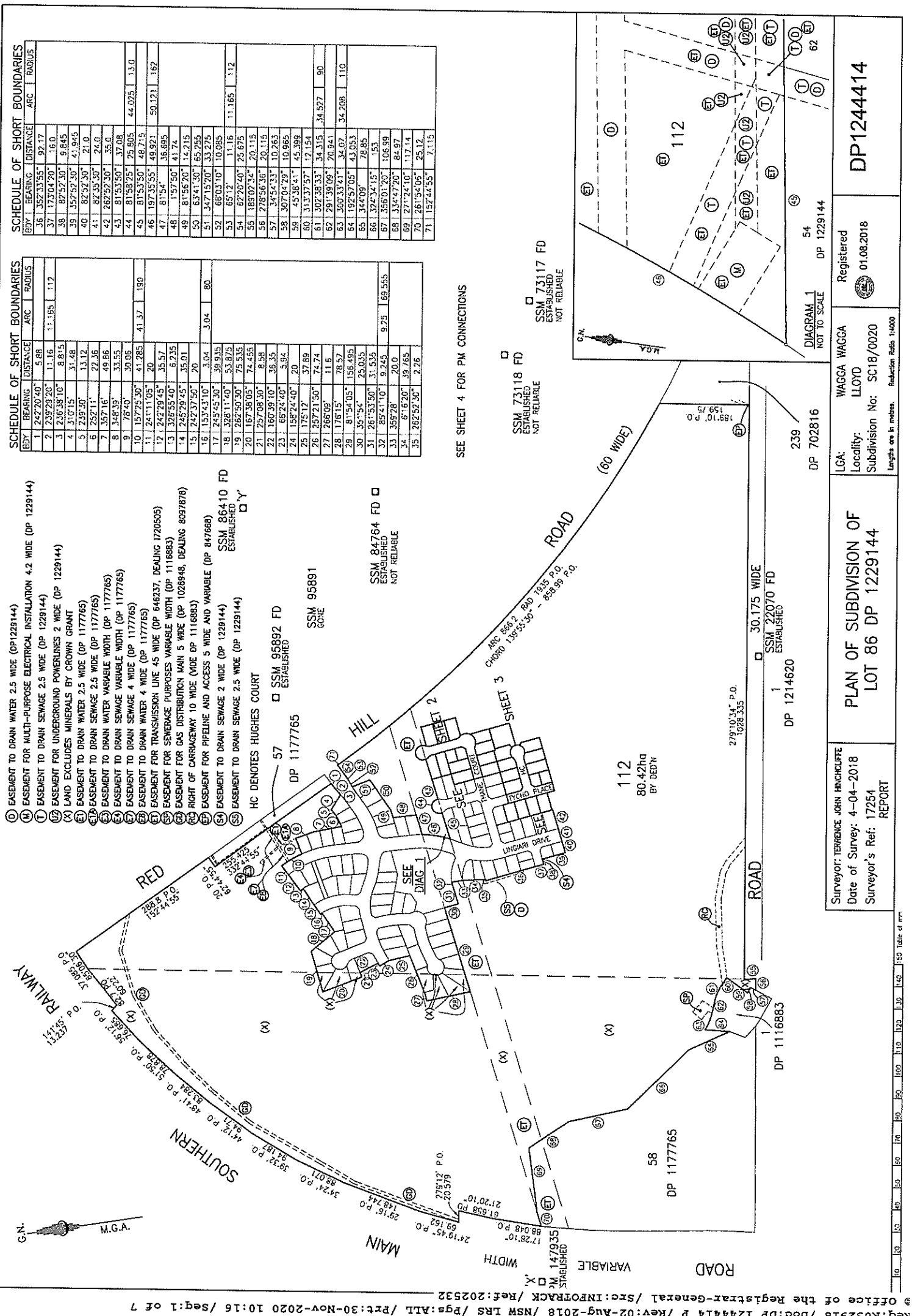
Signature of attorney

Tony Leahy
Manager Property, Fleet, Procurement & Logistics
Essential Energy

Name and Title of attorney

Signature of attorney

Name and Title of attorney



SCHEDULE OF SHORT BOUNDARIES

BY	BEARING	DISTANCE	ARC	RADIUS
35	352°33'55"	92.17		
37	173°04'20"	16.0		
38	87°52'30"	9.845		
39	352°57'30"	41.945		
40	82°32'30"	21.0		
41	82°35'30"	24.0		
42	262°52'30"	35.0		
43	81°53'50"	37.08		
44	81°58'25"	25.605		
45	81°53'50"	48.715		
46	197°35'55"	49.921		
47	81°54'	35.695		
48	157°50'	41.74		
49	81°56'20"	14.215		
50	83°41'30"	65.255		
51	377°15'20"	33.275		
52	68°03'10"	10.085		
53	65°12'	11.16		
54	62°20'40"	25.675		
55	185°02'14"	20.115		
56	278°56'30"	20.115		
57	345°4'33"	10.263		
58	307°04'29"	10.965		
59	45°38'41"	45.399		
60	313°37'57"	12.154		
61	302°38'33"	34.315		
62	291°19'08"	20.941		
63	303°33'41"	34.07		
64	192°57'05"	43.053		
65	344°09'	28.85		
66	324°34'15"	153		
67	335°01'20"	106.99		
68	334°47'20"	84.97		
69	221°24'10"	117.14		
70	261°54'05"	25.12		
71	152°44'55"	7.115		

SCHEDULE OF SHORT BOUNDARIES

BY	BEARING	DISTANCE	ARC	RADIUS
1	242°20'40"	5.98		
2	238°28'20"	1.16	1:1.65	1:12
3	236°38'10"	3.815		
4	310°15'	31.48		
5	235°35'	13.12		
6	252°11'	22.36		
7	357°16'	49.86		
8	348°39'	33.55		
9	78°10'	30.06		
10	157°25'30"	41.285		
11	241°11'05"	20		
12	242°29'45"	35.57		
13	328°55'40"	6.235		
14	245°29'45"	35.01		
15	242°37'50"	20		
16	153°43'10"	3.04	3:04	80
17	245°45'50"	39.935		
18	328°11'40"	53.875		
19	262°50'30"	75.535		
20	167°38'05"	74.455		
21	257°08'30"	8.58		
22	160°39'10"	26.35		
23	69°24'40"	5.94		
24	158°24'40"	20		
25	175°12'	37.89		
26	257°21'50"	74.74		
27	266°09'	11.6		
28	176°15'	28.57		
29	81°54'03"	136.435		
30	35°34'	25.035		
31	261°53'50"	31.535		
32	85°41'10"	9.245		
33	359°28'	20.0		
34	6°16'20"	39.765		
35	282°52'30"	2.26		

SCHEDULE OF SHORT BOUNDARIES

BY	BEARING	DISTANCE	ARC	RADIUS
54	62°20'40"	25.675		
55	185°02'14"	20.115		
56	278°56'30"	20.115		
57	345°4'33"	10.263		
58	307°04'29"	10.965		
59	45°38'41"	45.399		
60	313°37'57"	12.154		
61	302°38'33"	34.315		
62	291°19'08"	20.941		
63	303°33'41"	34.07		
64	192°57'05"	43.053		
65	344°09'	28.85		
66	324°34'15"	153		
67	335°01'20"	106.99		
68	334°47'20"	84.97		
69	221°24'10"	117.14		
70	261°54'05"	25.12		
71	152°44'55"	7.115		

- (M) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1229144)
- (N) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (DP 1229144)
- (O) EASEMENT TO DRAIN SEWAGE 2.5 WIDE (DP 1229144)
- (P) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE (DP 1229144)
- (X) LAND EXCLUDES MINERALS BY CROWN GRANT
- (E) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1177765)
- (E) EASEMENT TO DRAIN SEWAGE 2.5 WIDE (DP 1177765)
- (E) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 1177765)
- (E) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP 1177765)
- (E) EASEMENT TO DRAIN WATER 4 WIDE (DP 1177765)
- (E) EASEMENT TO DRAIN SEWAGE 4 WIDE (DP 1177765)
- (E) EASEMENT FOR TRANSMISSION LINE 4.5 WIDE (DP 646237, DEALING 1720505)
- (E) EASEMENT FOR SEWERAGE PURPOSES VARIABLE WIDTH (DP 1116883)
- (E) EASEMENT FOR GAS DISTRIBUTION MAIN 5 WIDE (DP 1028948, DEALING 6097878)
- (E) RIGHT OF CARRIAGEWAY 10 WIDE (DP 1116883)
- (E) EASEMENT FOR PIPELINE AND ACCESS 5 WIDE AND VARIABLE (DP 847666)
- (E) EASEMENT TO DRAIN SEWAGE 2.5 WIDE (DP 1229144)
- (E) EASEMENT TO DRAIN SEWAGE 2.5 WIDE (DP 1229144)
- (E) HC DENOTES HUGHES COURT

SSM 86410 FD ESTABLISHED NOT RELIABLE

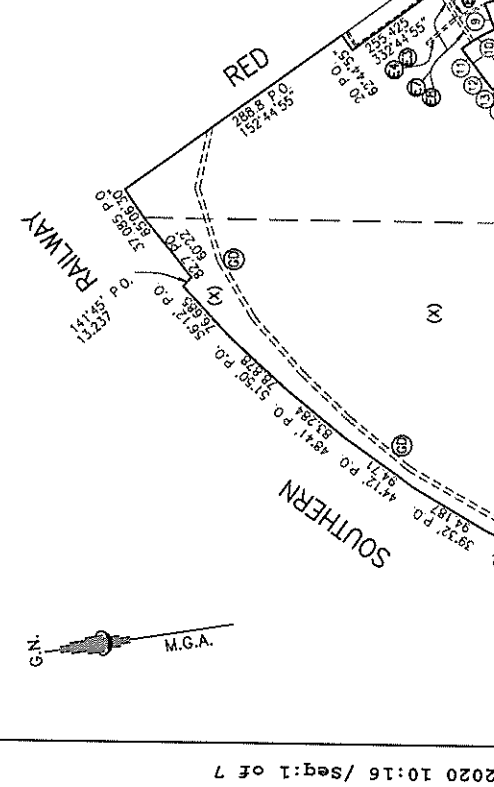
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SSM 95891 GONE

SSM 95892 FD ESTABLISHED

SSM 73117 FD ESTABLISHED NOT RELIABLE

SSM 73118 FD ESTABLISHED NOT RELIABLE



SEE SHEET 4 FOR PM CONNECTIONS

ARC 885.2 P.O. 1935 P.O. CH380 139555.30 - 858.99 P.O.

279°10'34" P.O. 1028.335

279°10'34" P.O. 1028.335

279°12' P.O. 20.379

21°20'10" P.O. 61.838

17°28'10" P.O. 88.048

34°24' P.O. 38.071

34°24' P.O. 38.071

20°16' P.O. 148.744

24°10'45" P.O. 69.162

147°35' ESTABLISHED

17°28'10" P.O. 88.048

34°24' P.O. 38.071

34°24' P.O. 38.071

20°16' P.O. 148.744

24°10'45" P.O. 69.162

147°35' ESTABLISHED

Surveyor: **TERRANCE JOHN HINCHLIFE**
 Date of Survey: 4-04-2018
 Surveyor's Ref: 17254
 REPORT

PLAN OF SUBDIVISION OF LOT 86 DP 1229144

LCA: **WAGGA WAGGA**
 Locality: **LLOYD**
 Subdivision No: **SC18/0020**

Registered **01.08.2018**

Reduction Ratio: 1:4000

Surveyor's Ref: 17254

Registered 01.08.2018

Reduction Ratio: 1:4000

DP1244414

Registered 01.08.2018

Reduction Ratio: 1:4000

Surveyor's Ref: 17254

Registered 01.08.2018

Reduction Ratio: 1:4000

DP1244414

Registered 01.08.2018

Reduction Ratio: 1:4000

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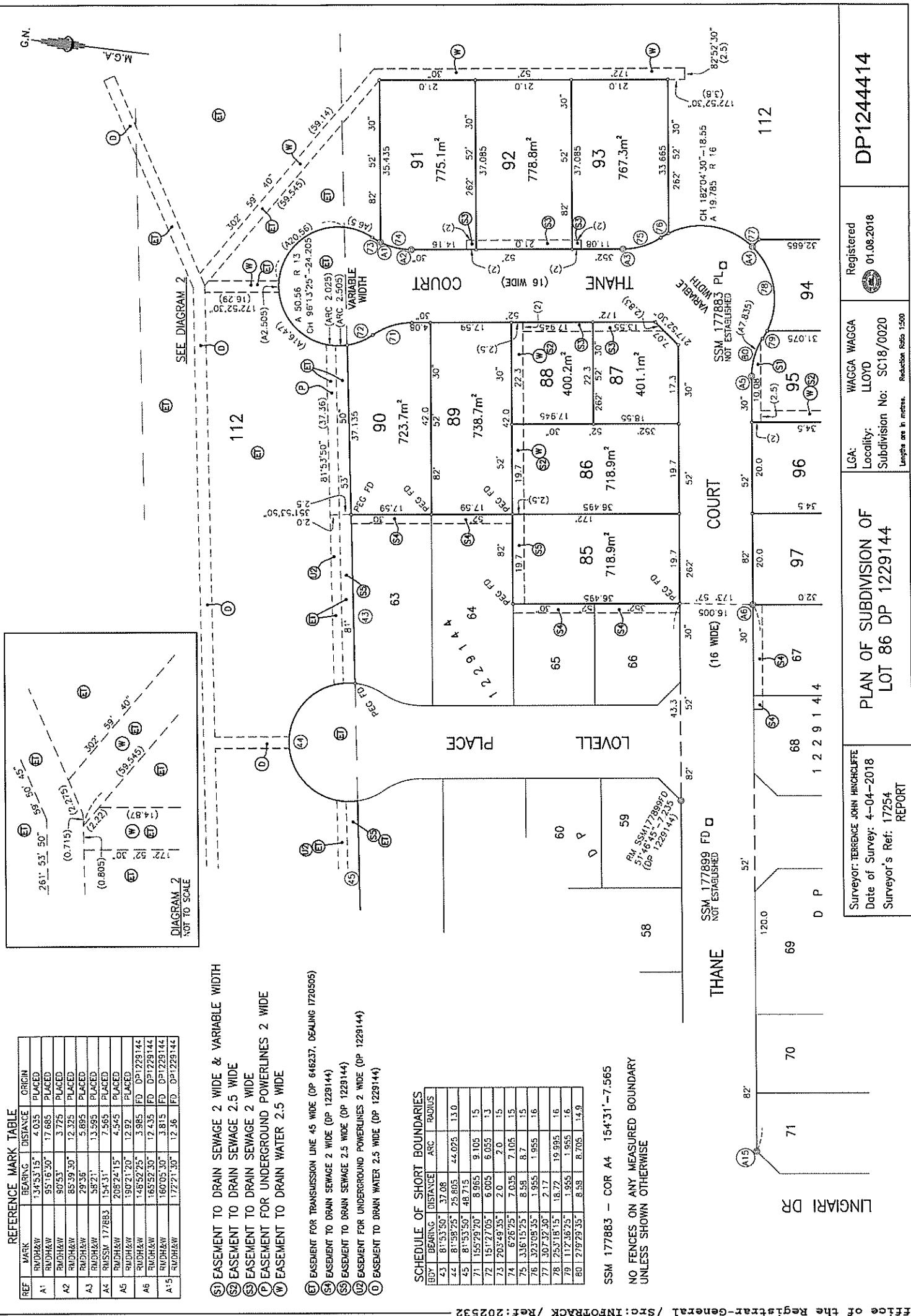
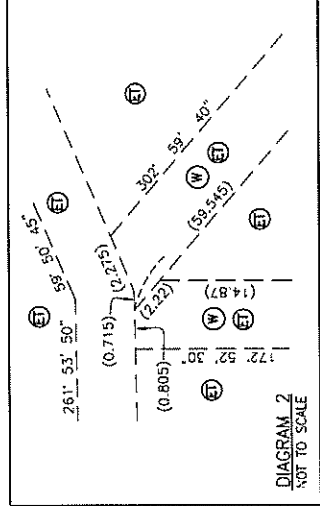
REF	MARK	BEARING	DISTANCE	ORIGIN
A1	RNDHAW	134°53'15"	4.035	PLACED
	RNDHAW	95°16'50"	17.685	PLACED
A2	RNDHAW	80°53'1"	3.725	PLACED
	RNDHAW	85°39'50"	12.325	PLACED
A3	RNDHAW	79°35'	5.895	PLACED
	RNDHAW	58°21'	13.595	PLACED
A4	RNDHAW	205°24'15"	4.545	PLACED
	RNDHAW	190°21'20"	12.92	PLACED
A5	RNDHAW	148°52'25"	3.985	FD DP 1229144
	RNDHAW	165°52'30"	17.435	FD DP 1229144
A6	RNDHAW	160°05'30"	3.815	FD DP 1229144
	RNDHAW	172°21'30"	12.36	FD DP 1229144

- (S) EASEMENT TO DRAIN SEWAGE 2 WIDE & VARIABLE WIDTH
- (S) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (S) EASEMENT TO DRAIN SEWAGE 2 WIDE
- (P) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE
- (W) EASEMENT TO DRAIN WATER 2.5 WIDE
- (E) EASEMENT FOR TRANSMISSION LINE 45 WIDE (DP 646237, DEALING 1720505)
- (S) EASEMENT TO DRAIN SEWAGE 2 WIDE (DP 1229144)
- (S) EASEMENT TO DRAIN SEWAGE 2.5 WIDE (DP 1229144)
- (U) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE (DP 1229144)
- (D) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1229144)

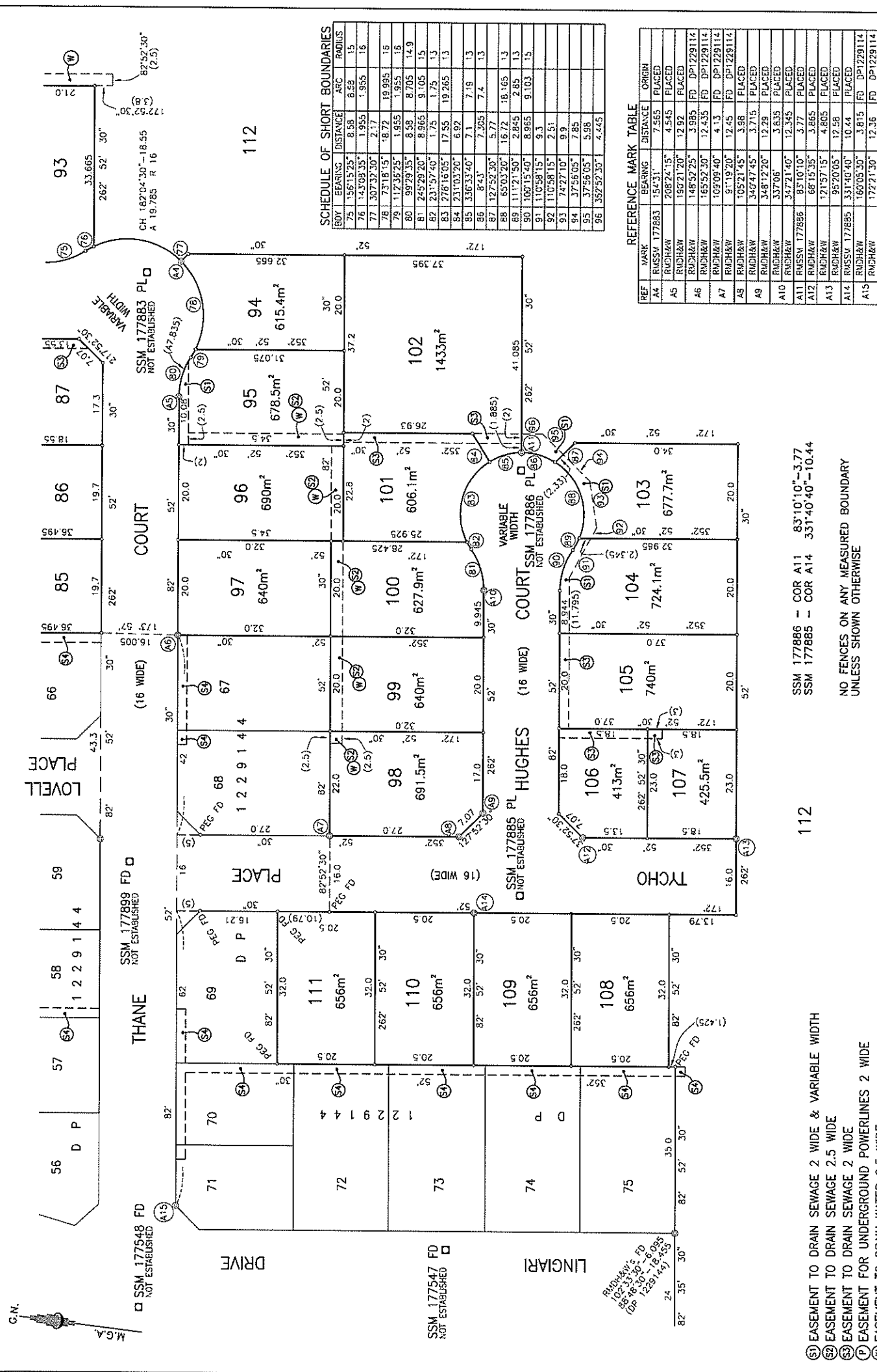
SCHEDULE OF SHORT BOUNDARIES

EDY	BEARING	DISTANCE	ARC	RADIUS
43	81°53'50"	37.08		
44	81°38'25"	23.805	44.023	13.0
45	81°53'50"	48.715		
71	155°29'20"	8.965	9.105	15
72	151°27'05"	6.005	6.055	13
73	203°49'35"	2.0	2.0	15
74	6°26'25"	7.035	7.105	15
75	338°15'25"	5.59	8.7	13
76	323°08'35"	1.955	1.955	16
77	307°32'30"	2.17		
78	253°18'15"	18.72	19.995	16
79	112°36'25"	1.955	1.955	16
80	219°29'35"	8.58	8.705	14.9

SSM 177883 - COR A4 154°31'-7.565
 NO FENCES ON ANY MEASURED BOUNDARY
 UNLESS SHOWN OTHERWISE



<p>Surveyor: TERENCE JOHN HROCHLIFE Date of Survey: 4-04-2018 Surveyor's Ref: 17254 REPORT</p>	<p>PLAN OF SUBDIVISION OF LOT 86 DP 1229144</p>	<p>LGA: WAGGA WAGGA Locality: LLOYD Subdivision No: SC18/0020 Registered 01.08.2018</p>	<p>DP1244414</p>
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SCHEDULE OF SHORT BOUNDARIES

BDY	BEARING	DISTANCE	ARC	RADIUS
75	156°15'25"	8.58	8.58	15
76	143°08'35"	1.955	1.955	16
77	307°32'30"	2.17		
78	73°18'15"	18.72	19.995	16
79	112°35'25"	1.955	1.955	16
80	99°29'35"	8.58	8.705	14.9
81	245°29'20"	8.965	9.105	15
82	231°57'40"	1.75	1.75	13
83	278°16'05"	17.55	19.265	13
84	231°03'20"	6.92		
85	336°33'40"	7.1	7.19	13
86	8°43'	7.305	7.4	13
87	127°52'30"	5.77		
88	65°03'20"	16.72	18.165	13
89	111°21'50"	2.845	2.85	13
90	100°15'40"	8.965	9.105	15
91	110°58'15"	9.3		
92	110°58'15"	2.51		
93	74°27'10"	9.9		
94	37°56'05"	7.85		
95	37°56'05"	5.98		
96	352°52'30"	4.445		

REFERENCE MARK TABLE

REF	MARK	BEARING	DISTANCE	ORIGIN
A4	RMSM 177883	154°31'	7.565	PLACED
A5	RNGH&W	208°24'15"	4.545	PLACED
A6	RNGH&W	190°21'20"	12.92	PLACED
A7	RNGH&W	148°52'25"	3.965	FD DP1229114
A8	RNGH&W	165°52'30"	12.435	FD DP1229114
A9	RNGH&W	109°09'40"	4.13	FD DP1229114
A10	RNGH&W	91°19'20"	12.45	FD DP1229114
A11	RNGH&W	105°21'45"	3.96	PLACED
A12	RNGH&W	346°47'45"	3.715	PLACED
A13	RNGH&W	348°12'20"	12.29	PLACED
A14	RNGH&W	337°05'	3.635	PLACED
A15	RNGH&W	347°21'40"	12.345	PLACED
A16	RNGH&W	83°10'10"	3.77	PLACED
A17	RNGH&W	68°15'35"	3.865	PLACED
A18	RNGH&W	121°57'15"	4.805	PLACED
A19	RNGH&W	95°20'05"	12.58	PLACED
A20	RNGH&W	331°40'40"	10.44	PLACED
A21	RNGH&W	60°05'30"	3.815	FD DP1229114
A22	RNGH&W	172°21'30"	12.36	FD DP1229114

SSM 177886 - COR A11 83°10'10"-3.77
 SSM 177885 - COR A14 331°40'40"-10.44

NO FENCES ON ANY MEASURED BOUNDARY UNLESS SHOWN OTHERWISE

Surveyor: TERRENCE JOHN WINDCLIFFE
 Date of Survey: 4-04-2018
 Surveyor's Ref: 17254 REPORT

LGA: WAGGA WAGGA
 Locality: LLOYD
 Subdivision No: SC18/0020
 Lengths are in metres. Reduction Ratio 1:500

Registered 01.08.2018

DP124414

PLAN OF SUBDIVISION OF LOT 86 DP 1229144

Reg:R032918 /Doc:DP 124414 P /Rev:02-Aug-2018 /NSM LRS /Pg:ALL /Prt:30-Nov-2020 10:16 /Seq:3 of 7
 Office of the Registrar-General /Src:INFOTRACK /Ref:202532

CO-ORDINATE SCHEDULE

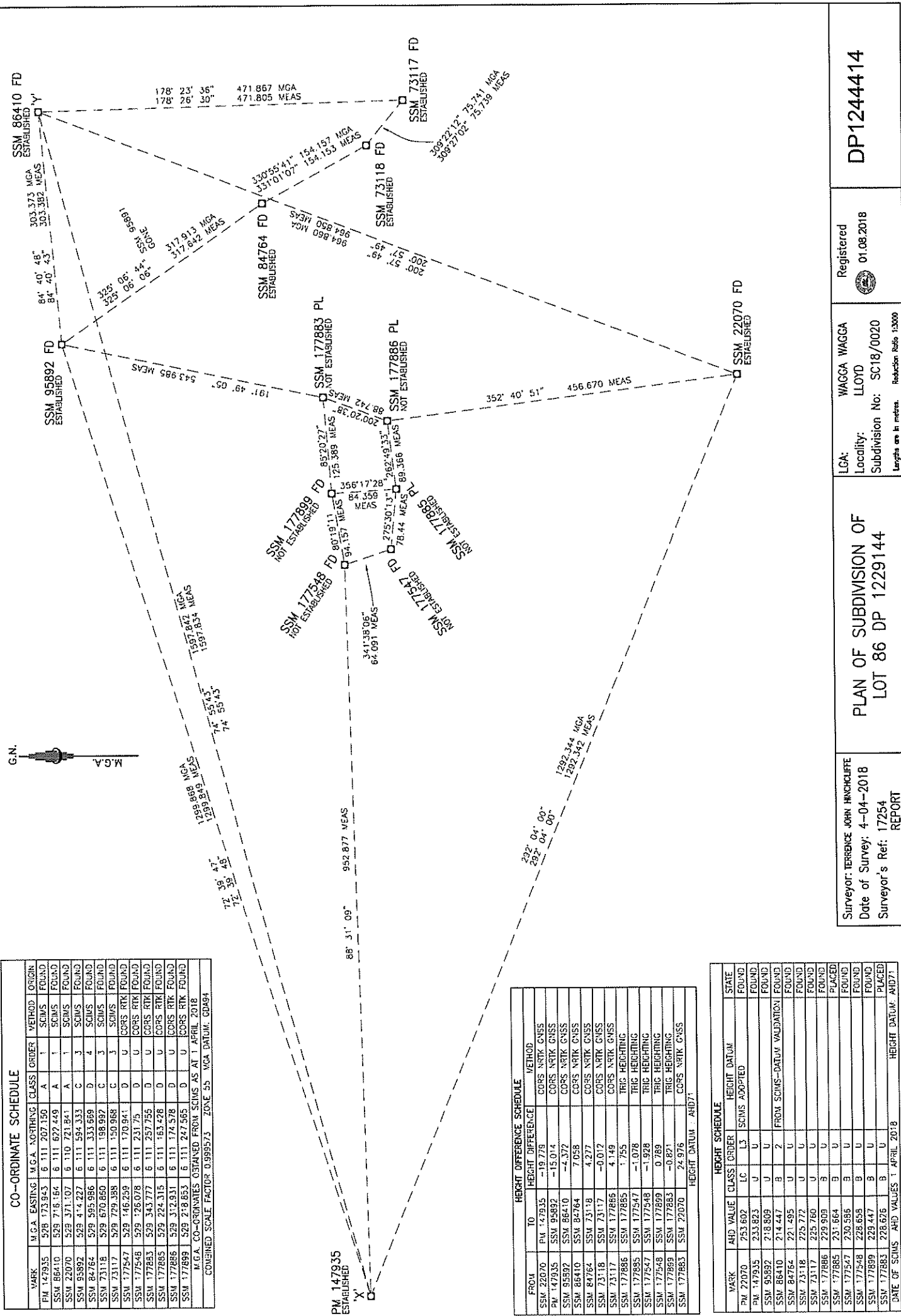
MARK	M.G.A. EASTING	M.G.A. NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 147935	528 173.943	6 111 207.130	A	1	SCIMS	FOUND
SSM 86410	528 173.184	6 111 672.449	A	1	SCIMS	FOUND
SSM 22070	528 371.107	6 110 721.841	A	1	SCIMS	FOUND
SSM 95892	528 414.227	6 111 594.333	C	3	SCIMS	FOUND
SSM 84764	528 595.986	6 111 333.669	D	4	SCIMS	FOUND
SSM 73117	528 670.850	6 111 198.997	C	3	SCIMS	FOUND
SSM 73117	528 729.398	6 111 150.968	C	3	SCIMS	FOUND
SSM 177547	528 146.259	6 111 170.941	D	U	CORS RTK	FOUND
SSM 177883	528 343.777	6 111 257.755	D	U	CORS RTK	FOUND
SSM 177885	528 224.315	6 111 163.428	D	U	CORS RTK	FOUND
SSM 177886	528 374.931	6 111 174.578	D	U	CORS RTK	FOUND
SSM 177899	528 218.653	6 111 247.565	D	U	CORS RTK	FOUND
M.G.A. CO-ORDINATES OBTAINED FROM SCIMS AS AT 1 APRIL 2018						
CONJUGATE SCALE FACTOR 0.999573 ZONE 55 MGA DATUM: GDA94						

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 22070	PM 147935	-19.779	CORS NRTK GNSS
SSM 147935	SSM 95892	-15.014	CORS NRTK GNSS
SSM 95892	SSM 86410	-4.372	CORS NRTK GNSS
SSM 86410	SSM 84764	7.058	CORS NRTK GNSS
SSM 84764	SSM 73117	4.227	CORS NRTK GNSS
SSM 73117	SSM 73117	-0.012	CORS NRTK GNSS
SSM 73117	SSM 177886	4.149	CORS NRTK GNSS
SSM 177886	SSM 177885	1.755	TRIG HEIGHTING
SSM 177885	SSM 177547	-1.078	TRIG HEIGHTING
SSM 177547	SSM 177548	-1.928	TRIG HEIGHTING
SSM 177548	SSM 177899	0.789	TRIG HEIGHTING
SSM 177899	SSM 177883	-0.821	TRIG HEIGHTING
SSM 177883	SSM 177885	24.976	CORS NRTK GNSS
HEIGHT DATUM: AHD71			

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM	STATE
PM 22070	753.602	LC	L3	SCIMS ADOPTED	FOUND
PM 147935	233.823	U	U		FOUND
SSM 95892	218.809	U	U		FOUND
SSM 86410	214.447	B	2	FROM SCIMS-DATUM VALIDATION	FOUND
SSM 84764	221.495	U	U		FOUND
SSM 73117	225.772	U	U		FOUND
SSM 177886	229.909	B	U		FOUND
SSM 177885	231.664	B	U		PACKED
SSM 177547	230.556	B	U		FOUND
SSM 177548	228.658	B	U		FOUND
SSM 177899	229.447	B	U		FOUND
SSM 177883	228.676	B	U		PACKED
DATE OF SCIMS AHD VALUES 1 APRIL 2018					
HEIGHT DATUM: AHD71					




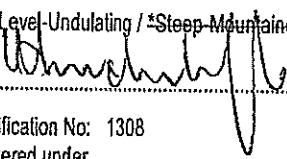
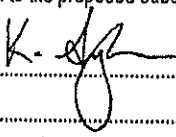
Surveyor: TERRENCE JOHN HINCHLUFFE
 Date of Survey: 4-04-2018
 Surveyor's Ref: 17254
 REPORT

PLAN OF SUBDIVISION OF
 LOT 86 DP 1229144

LGA: WAGGA WAGGA
 Locality: LLOYD
 Subdivision No: SC18/0020
 Registered 01.08.2018


DP1244414

Lengths are in metres. Reduction Ratio 1:5000

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  01.08.2018 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1244414</h1>	Office Use Only
<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2> <h3 style="margin: 0;">LOT 86 DP 1229144</h3>	LGA: WAGGA WAGGA Locality: LLOYD, GLENFIELD PARK Parish: SOUTH WAGGA WAGGA County: WYNYARD	
<p style="text-align: center;">Survey Certificate</p> I, TERRENCE JOHN HINCHCLIFFE of 33 BLAKE STREET, WAGGA WAGGA a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on DD-MM-YYYY, or *b) The part of the land shown in the plan (*being/ excluding) LOTS 85 - 111 was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, 04-04-2018 the part not surveyed was compiled in accordance with that Regulation, or *c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: 'X' - 'Y' MGA Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 14.06.18 Surveyor Identification No: 1308 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> 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:	
Plans used in the preparation of survey/compilation. DP 1229144	<p style="text-align: center;">Subdivision Certificate</p> I, KEITH SEGHERS *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: WAGGA WAGGA CITY COUNCIL Date of endorsement: 19 JUNE 2018 Subdivision Certificate number: SC 18/0020 File number: DA 12/0332 *Strike through if inapplicable.	
Surveyor's Reference: 17254	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE HUGHES COURT AND THE EXTENSIONS OF TYCHO PLACE AND THANE COURT TO THE PUBLIC AS PUBLIC ROAD. THE DEDICATION OF THANE COURT IS SUBJECT TO THE EASEMENT FOR TRANSMISSION LINE 45 WIDE (VIDE DEALING I720505 & DP 646237)	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  01.08.2018 Office Use Only

Office Use Only

DP1244414

**PLAN OF SUBDIVISION
 LOT 86 DP 1229144**

Subdivision Certificate number: Sc 18/2020
 Date of Endorsement: 19 JUNE 2018

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


SCHEDULE OF LOTS AND ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
85	11	THANE	COURT	LLOYD
86	13	THANE	COURT	LLOYD
87	15	THANE	COURT	LLOYD
88	17	THANE	COURT	LLOYD
89	19	THANE	COURT	LLOYD
90	21	THANE	COURT	LLOYD
91	26	THANE	COURT	LLOYD
92	24	THANE	COURT	LLOYD
93	22	THANE	COURT	LLOYD
94	18	THANE	COURT	LLOYD
95	16	THANE	COURT	LLOYD
96	14	THANE	COURT	LLOYD
97	12	THANE	COURT	LLOYD
98	3	TYCHO	PLACE	LLOYD
99	3	HUGHES	COURT	LLOYD
100	5	HUGHES	COURT	LLOYD
101	7	HUGHES	COURT	LLOYD
102	9	HUGHES	COURT	LLOYD
103	8	HUGHES	COURT	LLOYD
104	6	HUGHES	COURT	LLOYD
105	4	HUGHES	COURT	LLOYD

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17254

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

Registered:  01.08.2018 Office Use Only

DP1244414 Office Use Only

**PLAN OF SUBDIVISION
 LOT 86 DP 1229144**

Subdivision Certificate number: 5418/2020
 Date of Endorsement: 19 JUNE 2018

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

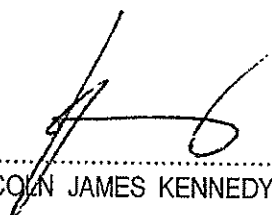
SCHEDULE OF LOTS AND ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
106	2	HUGHES	COURT	LLOYD
107	7	TYCHO	PLACE	LLOYD
108	10	TYCHO	PLACE	LLOYD
109	8	TYCHO	PLACE	LLOYD
110	6	TYCHO	PLACE	LLOYD
111	4	TYCHO	PLACE	LLOYD
112	N/A	LINGIARI	DRIVE	LLOYD

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE :-

1. EASEMENT TO DRAIN SEWAGE 2 WIDE AND VARIABLE WIDTH
2. EASEMENT TO DRAIN SEWAGE 2.5 WIDE
3. EASEMENT TO DRAIN SEWAGE 2 WIDE
4. EASEMENT TO DRAIN WATER 2.5 WIDE
5. EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE
6. POSITIVE COVENANT
7. RESTRICTION ON THE USE OF LAND

EXECUTED BY EHKUK PTY LIMITED (ACN 001 419 825)
 BY ITS ATTORNEY LINCOLN JAMES KENNEDY WHO
 HAS NO NOTICE OF REVOCATION OF POWER
 BOOK 4669 No. 575


 LINCOLN JAMES KENNEDY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17254

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Plan: **DP1244414**

(Sheet 1 of 6 sheets)
 Plan of Subdivision of Lot 86 DP 1229144
 covered by Council's Certificate No. *SC18/0020*
 dated *19th JUNE*, 2018

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

Ehkuk Pty Limited (ACN 001 419 825)
 30 Blake Street
 Wagga Wagga NSW 2650

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain sewage 2 wide and variable width (shown as "S1" on the plan)	95, 103, 104 & 112	Wagga Wagga City Council
2	Easement to drain sewage 2.5 wide (shown as "S2" on the plan)	86, 88, 95, 96 & 98 to 100 (inclusive)	Wagga Wagga City Council
3	Easement to drain sewage 2 wide (shown as "S3" on the plan)	87, 88, 91 to 93 (inclusive), 101, 102 & 105 to 107 (inclusive)	Wagga Wagga City Council
4	Easement to drain water 2.5 wide (shown as "W" on the plan)	86, 88, 95, 96, 98 to 100, (inclusive) & 112	Wagga Wagga City Council
5	Easement for underground powerlines 2 wide (shown as "P" on the plan)	112	Essential Energy
6	Positive covenant	Each and every lot except lot 112	Wagga Wagga City Council
7	Restriction on the use of land	Each and every lot except lot 112	Every other lot except lot 112

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan: **DP1244414**

(Sheet 2 of 6 sheets)

Plan of Subdivision of Lot 86 DP 1229144
covered by Council's Certificate No. SC 18/0020
dated 19th JUNE, 2018

PART 2

1. Terms of easement fifthly referred to in the plan:

Easement for underground power lines the terms of which are set out in Part B of Memorandum AG189384 as registered at LPI.

2. Terms of Positive Covenant sixthly referred to in the plan

(1) Pervious to Impervious Ratio

- (a) The lot must be developed and maintained at all times after an Occupation Certificate is issued for any dwelling on the lot so that a pervious to impervious ratio of the surface area treatments of 20:80 is achieved in accordance with the plan entitled *Lloyd Estate Stage 6 Impervious/Pervious Calculation Plan* approved and held by Council.
- (b) The land area to be included in the calculation of 20:80 ratio shall include the entire lot and the area of the road reserve immediately adjacent to the lot.
- (c) The area of the road reserve adjacent to the lot to be included shall be measured as follows: between a line drawn as a continuation of the side boundaries of the lot (where they meet the front boundary) to the centre line of the road (being a line along the centre of the road equidistant from the front boundaries of the lots adjacent to it); noting that:
 - (i) no area of any road reserve shall be apportioned to more than one lot for the purposes of this calculation;
 - (ii) for corner lots, the road reserve to be included in calculations will extend around the corner; and
 - (iii) lots that are further subdivided under community title or strata subdivision shall be calculated on the underlying Torrens title allotment.

(2) Road Reserve

The owner of the lot must retain the existing impervious nature of the finished surface of the road reserve immediately adjacent to the lot from the property boundary to the kerb of the road (being the area defined by the lateral extent of a line drawn as a continuation of the side boundaries of the lot where they meet the front boundary) unless the road reserve is done in accordance with the standards set out in the *Road Reserve Treatment Standard (as amended)* and the *Street Tree Master Plan (as amended)* as approved by Council and it complies with Council's policy 008 *Road Reserve Policy* as amended from time to time.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan: **DP1244414**

(Sheet 3 of 6 sheets)
Plan of Subdivision of Lot 86 DP 1229144
covered by Council's Certificate No. 5018/0020
dated 19th JUNE, 2018

(3) Gardens and landscaping

All gardens and landscaping on every lot shall be constructed and maintained in accordance with the *Lloyd Landscaping and Garden Design Guideline* prepared by MJM Consulting and approved of by Council.

(4) Cats

Any cats (*Felis Catus*) living on a lot and under the ownership or control of a resident of that lot shall be controlled in such a way so as to prevent such cat roaming freely outdoors between sunset and sunrise.

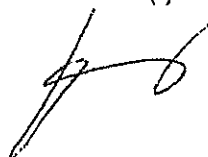
(5) Fixed irrigation systems and grey water

The owner of a lot must not install:-

- (a) fixed irrigation systems between the lot boundary and the adjacent kerb alignment; and
- (b) grey water re-use systems in any dwelling.

3. Terms of Restriction on the use of the Land seventhly referred to in the plan

- (a) Not more than one (1) single dwelling shall be established on any lot except on lot 102 whereupon multiple dwellings are permitted.
- (b) No building shall be used or permitted to be used for any purpose other than as a private dwelling house or outbuilding incidental thereto and shall not nor shall any part thereof be used or permitted to be used for a residential unit, strata unit or flat save for lot 102 whereupon multiple dwellings and residential strata or neighbourhood subdivision is permitted.
- (c) No dwelling shall have a floor area of less than 140 square metres under the main roof inclusive of any garage, carport and/or verandah under such roof noting that this restriction shall not apply to lot 102 in the event that more than one dwelling is erected on that lot.
- (d) No main building or garage shall:-
 - (i) have external walls constructed of a material other than brick, brick veneer, stone, hebel block or panels, exin panels, cement block or concrete construction. Weatherboard cladding is permitted provided it comprises not more than 20 percent of any façade of the building with the remaining materials being the aforesaid. Glass windows are permitted;
 - (ii) have roofing consisting of a material other than slate, tile or steel sheet noting that sky lights shall be permitted.
- (e) No dwelling, garage or other out building may be erected which is not constructed entirely of new materials or which has been wholly or substantially assembled off the lot whether as a previously occupied building or otherwise.
- (f) No building (other than a main building or garage) shall:-

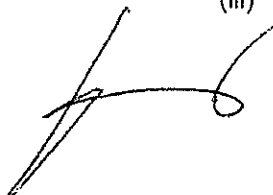


**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan: **DP1244414**

(Sheet 4 of 6 sheets)
Plan of Subdivision of Lot 86 DP 1229144
covered by Council's Certificate No. SC 18/0020
dated 19th JUNE, 2018

- (i) be constructed of a material other than brick, brick veneer or steel sheet;
 - (ii) have a roof constructed of a material other than tile, slate or steel sheet;
 - (iii) have a floor area greater than 40 square metres;
 - (iv) exceed at any point three metres in height above ground floor level.
- (g) No carport shall be permitted to be erected or to remain on any lot and no garage shall be permitted to be erected or to remain on any lot unless it is constructed with a pitched roof.
- (h) The surface treatment of the nature strip adjacent to any lot shall be synthetic turf.
- (i) No advertising signs or awnings shall be erected or be displayed or be permitted to remain on any lot other than street numbers and house names which shall not exceed 60 centimetres x 30 centimetres in size.
- (j) No lot or building thereon shall be used or any noxious, noisome or offensive trade or calling.
- (k) (i) No fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height) shall be erected within 5.5 metres of the back of the roadside kerb, provided that this shall not apply to any corner lot.
- (ii) No fencing other than steel sheet fencing being of colour commonly known as sandstone, riverstone or equivalent colour and not exceeding 1800 millimetres in height shall be used along the remaining boundaries provided that in the case of a corner lot this restriction shall apply to one frontage only.
- (iii) In the case of a corner lot no fence (other than brick, rock, stone or picket fence not exceeding 900 millimetres in height) shall be erected any closer to the front street alignment than the main building erected on that lot.
- (l) During the ownership of any adjoining land by Ehkuk Pty Limited, its successors or assigns other than purchasers on sale no fence shall be erected on any lot to divide it from any such adjoining lot without the consent of Ehkuk Pty Limited, its successors or assignees other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Ehkuk Pty Limited, its successors, assigns other than purchasers on sale and in favour of any such person dealing with the owner of any lot from time to time such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (m) "Steel Sheet" when herein used shall mean aluminium/zinc coated or galvanised steel sheet with one of the following finishes:-
- (i) silicone polyester pre-finished baked onto one or both sides;
 - (ii) 0.215 millimetres thick vinyl film laminated onto one or both sides; and
 - (iii) acrylic film pre-finished onto one or both sides.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919**

Plan: **DP1244414**

(Sheet 5 of 6 sheets)
Plan of Subdivision of Lot 86 DP 1229144
covered by Council's Certificate No. *SC 18/2020*
dated *19th JUNE*, 2018


**Name of Person or Authority Empowered to Release, Vary or Modify Positive Covenant
seventhly referred to in the Plan:**

Wagga Wagga City Council.

**Name of Person or Authority Empowered to Release, Vary or Modify Restrictions on the
Use of land eighthly referred to in the Plan:**

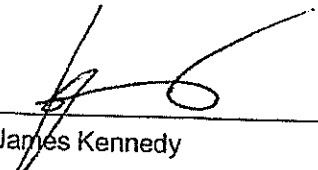
The abovementioned proprietor until the expiry of ten (10) years from the date on which the abovementioned plan is registered as a deposited plan and thereafter by the person or person in whom the legal estate is for the time being vested in the land in the said deposited plan (other than street or public areas) having a common boundary with the land burdened provided that any such release, variation or modification shall, if approved, be made and done in all respects of the cost and expense of the person requesting such release, variation or modification.

I certify that the person signing opposite with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence



Julia Magnone
221 Tarcutta Street
WAGGA WAGGA NSW 2650

Executed by **EHKUK PTY LTD**
(ACN 001 419 825) by its attorney
LINCOLN JAMES KENNEDY
who has no notice
of revocation of power Book 4669 No. 575



Lincoln James Kennedy

WAGGA WAGGA CITY COUNCIL by its
authorised delegate pursuant to Section 377
of the *Local Government Act, 1919*:



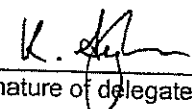
Signature of witness

Jenna Clarke

Name of witness

20 Dunns Road

Address of witness
Wagga NSW 2650.



Signature of delegate

KEITH SEGUERS


Name of delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED, AND OF PROFITS À PRENDRE, RESTRICTIONS ON THE USE OF LAND AND
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CONVEYANCING ACT, 1919**

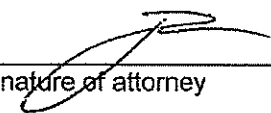
Plan: **DP1244414**

(Sheet 6 of 6 sheets)
Plan of Subdivision of Lot 86 DP 1229144
covered by Council's Certificate No. SC18/0020
dated 19th JUNE, 2018

EXECUTED by
ESSENTIAL ENERGY
by its duly appointed attorney under
Power of Attorney Book ~~4077~~ No. 684768
in the presence of:- 4728



Signature of Witness



Signature of attorney

Martin English
Deputy General Counsel

Name and Title of attorney

Melinda White

Name of Witness

~~Signature of attorney~~

8 Buller Street
Port Macquarie NSW 2444

~~Name and Title of attorney~~

REGISTERED  01.08.2018

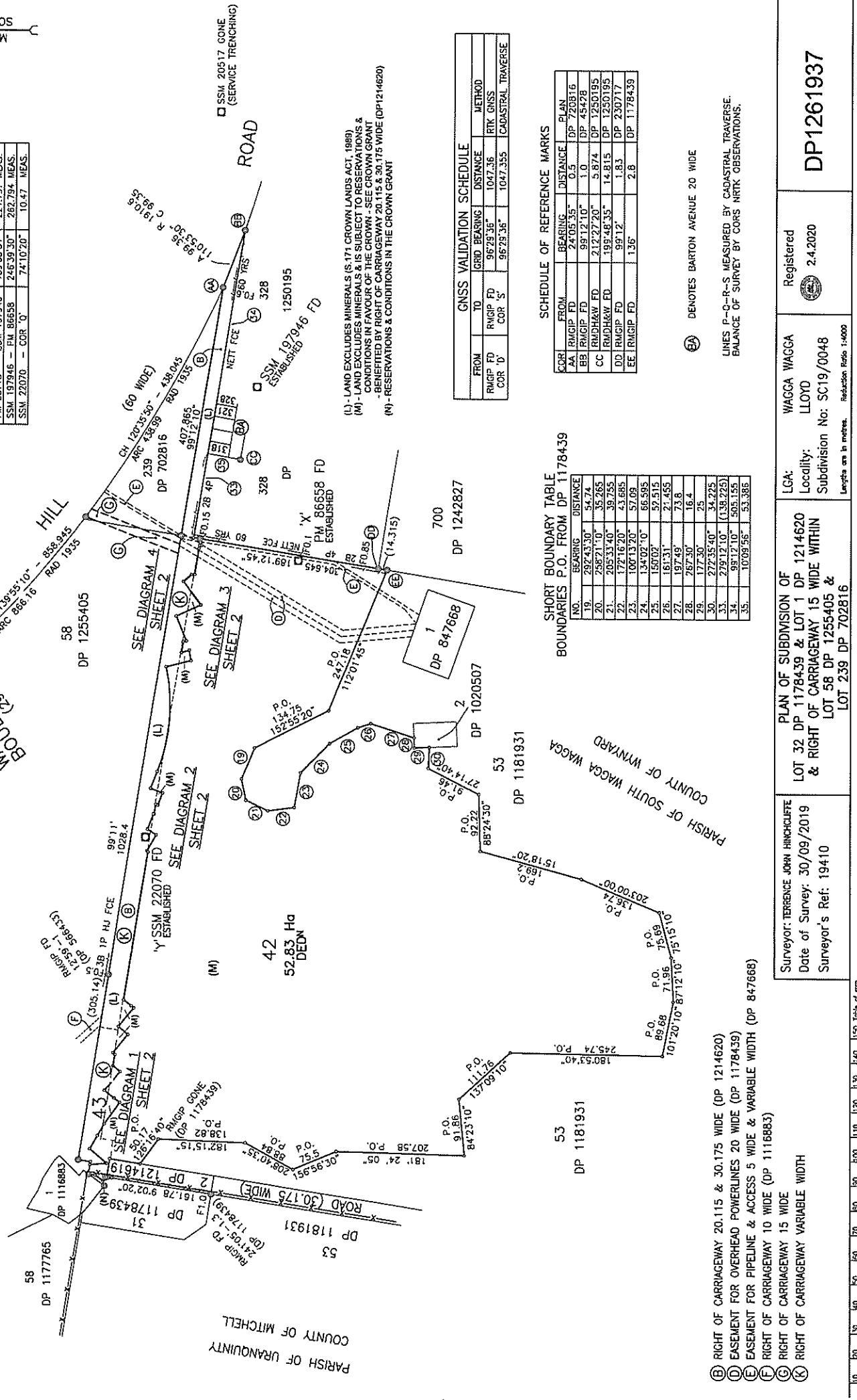
CO-ORDINATE SCHEDULE

MARK	M.G.A. EASTING	M.G.A. NORTHING	CLASS	ORDER	METHOD	STATE
PM 86558	529 825.482	6 110 473.807	A	1	SCIMS	FOUND
SSM 22070	529 371.107	6 110 721.841	A	1	SCIMS	FOUND
SSM 164409	529 317.177	6 111 514.018	C	4	SCIMS	FOUND
PM 30718	529 853.052	6 110 653.291	C	3	SCIMS	FOUND
SSM 197945	530 066.648	6 110 577.673	E	II	CORS. NRTK	FOUND

M.G.A. CO-ORDINATES OBTAINED FROM SCIMS AS AT 30/09/2019
COMBINED SCALE FACTOR 0.999570 ZONE 55 MGA DATUM: GDA84

PERMANENT MARK CONNECTIONS

X	Y	M.G.A.
PM 86658	SSM 22070	298338.55° 517.976 M.G.A.
SSM 22070	SSM 164409	356006.19° 794.353 M.G.A.
SSM 164409	PM 30718	147551.18° 1015.998 M.G.A.
PM 30718	SSM 197945	109555.51° 221.797 M.G.A.
SSM 197945	PM 86658	248393.30° 282.794 M.G.A.
SSM 22070	COR 'Q'	74°10'20" 10.47 MEAS.



GNSS VALIDATION SCHEDULE

FROM	TO	GRID BEARING	DISTANCE	METHOD
RMGP FD COR 'S'	RMGP FD COR 'S'	96°29'36"	1047.36	RTK GNSS
RMGP FD COR 'S'	RMGP FD COR 'S'	96°29'36"	1047.355	CADAstral TRAVERSE

SCHEDULE OF REFERENCE MARKS

COR	FROM	BEARING	DISTANCE	PLAN
AA	RMGP FD	24°05'35"	0.5	DP 720816
BB	RMGP FD	99°12'10"	1.0	DP 45428
CC	RMGP FD	212°27'20"	5.874	DP 1250195
DD	RMGP FD	199°48'35"	14.815	DP 1250195
EE	RMGP FD	99°12'	1.83	DP 230717
FF	RMGP FD	136°	2.8	DP 1178439

SHORT BOUNDARY TABLE
BOUNDARIES P.O. FROM DP 1178439

NO.	BEARING	DISTANCE
19	292°43'30"	54.74
20	258°21'10"	35.265
21	205°33'40"	39.755
22	172°16'20"	43.685
23	100°13'20"	57.09
24	134°02'10"	66.595
25	180°02'	57.313
26	161°31'	21.455
27	197°49'	73.8
28	267°30'	16.4
29	177°30'	25
30	272°35'40"	34.225
31	275°12'10"	(138.225)
32	99°12'10"	505.155
33	10°09'56"	53.386

EA DENOTES BARTON AVENUE 20 WIDE

LINES P-O--R--S MEASURED BY CADASTRAL TRAVERSE.
BALANCE OF SURVEY BY COR'S NRTK OBSERVATIONS.

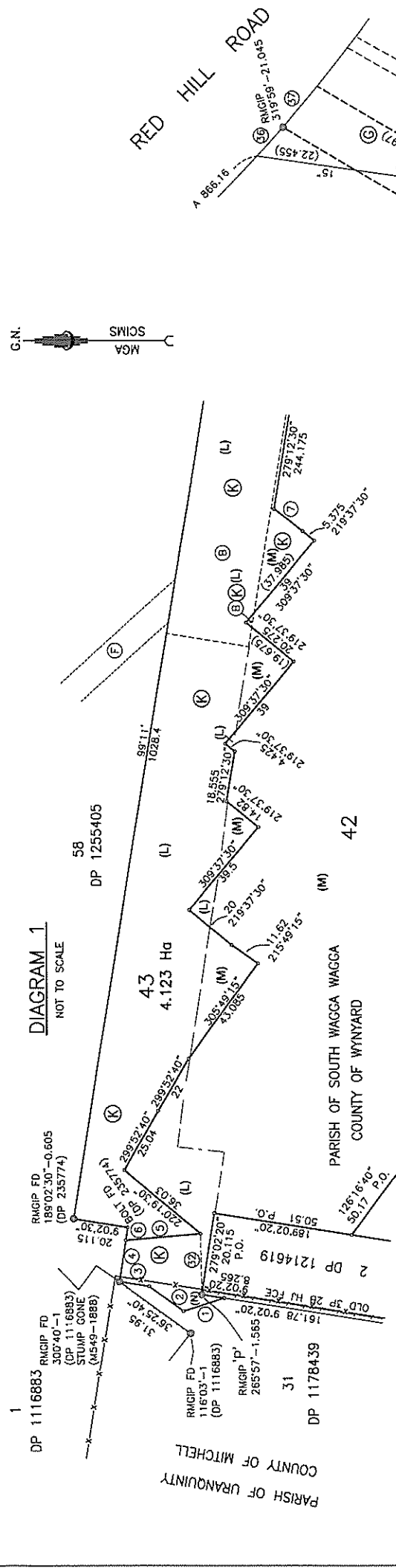
- (L) LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT, 1989)
- (M) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT
- (N) RESERVED FOR THE CROWN - SEE CROWN GRANT
- (O) RESERVED FOR THE CROWN - SEE CROWN GRANT
- (P) RESERVATIONS & CONDITIONS IN THE CROWN GRANT

Surveyor: TERENCE JOHN HINCHCLIFFE
Date of Survey: 30/09/2019
Surveyor's Ref: 19410

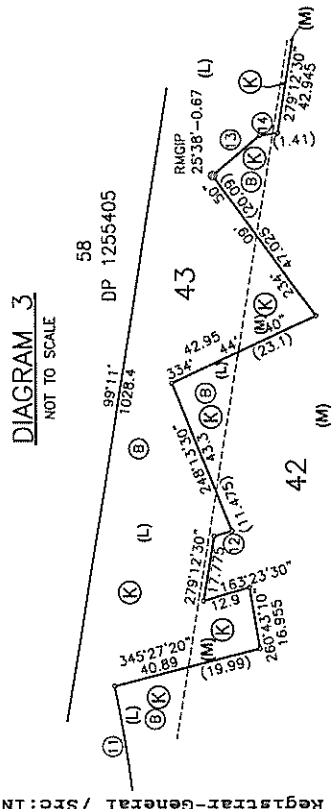
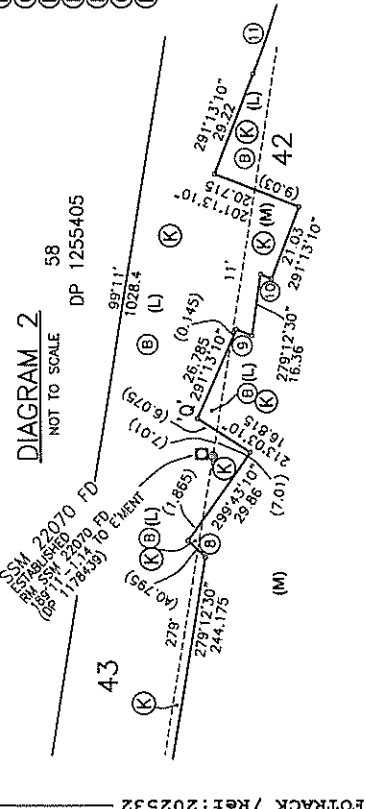
PLAN OF SUBDIVISION OF
LOT 32 DP 1178439 & LOT 1 DP 1214620
& RIGHT OF CARRIAGEWAY 15 WIDE WITHIN
LOT 58 DP 1255405 &
LOT 239 DP 702816

LGA: WAGGA WAGGA
Locality: LLOYD
Subdivision No: SC19/0048
Registered
2.4.2020

DP1261937



- (A) EASEMENT FOR ELECTRICITY PURPOSES 20 WIDE OVER EXISTING LINE OF POLES (APPROXIMATE POSITION) (DP 1214620)
- (B) RIGHT OF CARRIAGEWAY 20.115 & 30.175 WIDE (DP 1214620)
- (C) EASEMENT FOR WATER SUPPLY 5 WIDE (DP 1214620)
- (D) EASEMENT FOR OVERHEAD POWERLINES 20 WIDE (DP 1178439)
- (E) EASEMENT FOR PIPELINE & ACCESS 5 WIDE & VARIABLE WIDTH (DP 847668)
- (F) RIGHT OF CARRIAGEWAY 10 WIDE (DP 1116883)
- (G) RIGHT OF CARRIAGEWAY 15 WIDE
- (K) RIGHT OF CARRIAGEWAY VARIABLE WIDTH



P.O. - DENOTES P.O. FROM DP 1178439

CURVED BOUNDARY TABLE

BNY	BEARING	DISTANCE	ARC	RADIUS
1	347°02'	15.446	15.448	255
2	36°25'40"	15.315	15.315	160
3	90°02'20"	11.055	11.055	160
4	99°56'55"	15.3	15.3	210
5	175°51'15"	27.18	27.18	210
6	96°56'55"	4.815	4.815	1935
7	21°13'	1.195	1.195	1935
8	211°3'	3.515	3.515	1935
9	211°3'	3.515	3.515	1935
10	211°3'	3.515	3.515	1935
11	345°27'20"	4.84	4.84	1935
12	345°27'20"	5.085	5.085	1935
13	355°42'20"	6.375	6.375	1935
14	309°28'	6.375	6.375	1935
15	249°21'	4.985	4.985	1935
16	189°14'15"	0.735	0.735	1935
17	279°12'30"	5.87	5.87	1935
18	9°12'45"	20.115	20.115	1935
19	86°00'40"	22.305	22.305	1935

SHORT BOUNDARY TABLE

NO.	BEARING	DISTANCE
1	347°02'	15.446
2	36°25'40"	15.315
3	90°02'20"	11.055
4	99°56'55"	15.3
5	175°51'15"	27.18
6	96°56'55"	4.815
7	21°13'	1.195
8	211°3'	3.515
9	211°3'	3.515
10	211°3'	3.515
11	345°27'20"	4.84
12	345°27'20"	5.085
13	355°42'20"	6.375
14	309°28'	6.375
15	249°21'	4.985
16	189°14'15"	0.735
17	279°12'30"	5.87
18	9°12'45"	20.115
19	86°00'40"	22.305

(L) - LAND EXCLUDES MINERALS (S 174 CROWN LANDS ACT, 1989)
 (M) - LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS IN FAVOUR OF THE CROWN. SEE CROWN GRANT FOR DETAILS.
 (N) - RESERVATIONS & CONDITIONS IN THE CROWN GRANT

Surveyor: TERRENCE JOHN HINCHCLIFFE
 Date of Survey: 30/09/2019
 Surveyor's Ref: 19410

PLAN OF SUBDIVISION OF
 LOT 32 DP 1178439 & LOT 1 DP 1214620
 & RIGHT OF CARRIAGEWAY 15 WIDE WITHIN
 LOT 58 DP 1255405 &
 LOT 239 DP 702816

LGA: WAGGA WAGGA
 Locality: LLOYD
 Subdivision No: SC19/0048

Registered
 2.4.2020

DP1261937

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered: 2.4.2020 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1261937</h1>	Office Use Only
PLAN OF SUBDIVISION OF LOT 32 DP 1178439 & LOT 1 DP 1214620 & RIGHT OF CARRIAGEWAY 15 WIDE WITHIN LOT 58 DP 1255405 & LOT 239 DP 702816	LGA: WAGGA WAGGA Locality: LLOYD URANQUINTY Parish: SOUTH WAGGA WAGGA ↓ County: WYNYARD MITCHELL	
Survey Certificate I, TERRENCE JOHN HINCHCLIFFE of 33 BLAKE STREET, WAGGA WAGGA a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a)The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on — or *(b)The part of the land shown in the plan (being RIGHT OF CARRIAGEWAY 'G' & LOT 43 and part LOT 42) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on 30 – 09 – 2019 the part not surveyed was compiled in accordance with that Regulation, or *(c)The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: NA "X-Y" MGA Type: *Urban/*Rural The terrain is *Level-Undulating /*Steep-Mountaneous. Signature: Dated: 11-10-19 Surveyor Identification No: 1308 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey	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:	
Plans used in the preparation of survey/compilation. M549-1888, DP 45428, DP 230717, DP 235774, DP 720816, DP 1116883, DP 1178439, DP 1250195, DP 1177765, DP 1079269, DP 1255405	Subdivision Certificate I, <u>Keith Seghers</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: <u>Wagga City Council</u> Date of endorsement: <u>22 October 2019</u> Subdivision Certificate number: <u>SC19/0098</u> File number: <u>NIA</u>	
Surveyor's Reference: 19410	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	


PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  2.4.2020

Office Use Only

Office Use Only

DP1261937

PLAN OF SUBDIVISION OF LOT 32 DP 1178439 & LOT 1 DP 1214620 & RIGHT OF CARRIAGEWAY 15 WIDE WITHIN LOT 58 DP 1255405 & LOT 239 DP 702816

This sheet is for the provision of the following information as require a schedule of lots and addresses - See 60(c) SSI Regulation 2017

- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: sc19/0048

Date of Endorsement: 22 October 2019

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:

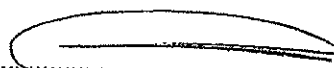
1. RIGHT OF CARRIAGEWAY 15 WIDE
2. RIGHT OF CARRIAGEWAY VARIABLE WIDTH

SCHEDULE OF LOTS AND ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
42	395	RED HILL	ROAD	LLOYD
43	80	LINGIARI	DRIVE	LLOYD

EXECUTED BY EHKUK PTY LTD (ACN 001 419 825)

Pursuant to Sec 127 of the Corporations Act, 2001

SIGNATURE: 

TIMOTHY CHARLES HARTWIG
Director

SIGNATURE: 

ROBERT GRANT CHARLES HARTWIG
Director/Secretary

EXECUTED BY SUNPATH HOLDINGS PTY LTD (ACN 104 458 764)

Pursuant to Sec 127 of the Corporations Act, 2001

SIGNATURE: 

TIMOTHY CHARLES HARTWIG
Director

SIGNATURE: 

ROBERT GRANT CHARLES HARTWIG
Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19410

PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



2.4.2020

Office Use Only

Office Use Only

DP1261937

PLAN OF SUBDIVISION OF LOT 32 DP 1178439 & LOT 1 DP 1214620 & RIGHT OF CARRIAGEWAY 15 WIDE WITHIN LOT 58 DP 1255405 & LOT 239 DP 702816

This sheet is for the provision of the following information as require a schedule of lots and addresses - See 60(c) *SSI Regulation 2017*

- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC19/0048

Date of Endorsement: 22 October 2019

EXECUTED BY B G HARTWIG AND CO PTY LTD (ACN 000 182 212)

Pursuant to Sec 127 of the Corporations Act, 2001

SIGNATURE:

TIMOTHY CHARLES HARTWIG
Director

SIGNATURE:

ROBERT GRANT CHARLES HARTWIG
Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19410

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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 POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
 CONVEYANCING ACT, 1919**

Plan: **DP1261937**

(Sheet 1 of 4 sheets)
 Plan of Subdivision of Lot 32 DP 1178439 &
 Lot 1 DP 1214620 & Right of Carriageway
 15 wide within Lot 58 DP 1255405 & Lot
 239 DP 702816 covered by Council's
 Certificate No. SC 19/0048
 dated 22 October, 2019

**Full name and address
 of the owner of the land
 Lot 32 DP 1178439**

**Sunpath Holdings Pty Ltd
 (ACN 104 458 764)
 266-272 Hammond Avenue
 Wagga Wagga NSW 2650**

**BG Hartwig & Co Pty Ltd
 (ACN 000 182 212)
 272 Dunns Road
 Wagga Wagga NSW 2650**

**Full name and address
 of the owner of the land
 Lot 1 DP 1214620,
 Lot 58 DP 1255405 &
 Lot 239 DP 702816**

**EHKUK Pty Ltd
 (ACN 001 419 825)
 30 Blake Street
 Wagga Wagga NSW 2650**

**Full name and address
 of the owner of the land
 Lot 1 DP 1116883**

**David Thiele O'Grady &
 Donna Lynette O'Grady
 397 Red Hill Road
 Lloyd NSW 2650**

**Full name and address
 of the owner of the land
 Lot 31 DP 1178439**

**Sunpath Holdings Pty Ltd
 (ACN 104 458 764)
 266-272 Hammond Avenue
 Wagga Wagga NSW 2650**

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway 15 Wide	Lot 239 DP 702816 Lot 58 DP 1255405	Lots 42 & 43 Lot 31 DP 1178439, Lot 58 DP 1255405 & Lot 1 DP1116883 Lots 42 & 43 Lot 31 DP 1178439 & Lot 1 DP1116883
2	Right of Carriageway variable width	Lot 42 Lot 43	Lot 31 DP 1178439 Lot 42 & Lot 31 DP 1178439

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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CONVEYANCING ACT, 1919**

Plan: **DP1261937**

(Sheet 2 of 4 sheets)
Plan of Subdivision of Lot 32 DP 1178439 &
Lot 1 DP 1214620 & Right of Carriageway
15 wide within Lot 58 DP 1255405 & Lot
239 DP 702816 covered by Council's
Certificate No. SC 19/0048
dated 22 OCTOBER, 2019

PART 2

1. Terms of right of carriageway 15 wide firstly referred to in the plan

- (a) It is intended to create a right of carriageway 15 wide (as defined in Part 1 of Schedule 8 of the *Conveyancing Act* 1919 (as amended)) subject to paragraph (b) herein ("the Right of Carriageway").
- (b) The Right of Carriageway shall lapse and thus be cancelled or extinguished upon public road access being available to the lots benefited whether such access is over the lots burdened or otherwise (such date of availability hereinafter referred to as "the Sunset Date").
- (c) The owners of the lots benefitted and lots burdened shall do all that is necessary including executing any requisite documents to ensure that the Right of Carriageway is cancelled or extinguished following the Sunset Date.
- (d) From the Sunset Date, the owners of the lots burdened and the lots benefited (hereinafter referred to individually and collectively as "the Assignees") hereby irrevocably nominate and appoint individually the owners of the lots burdened, their officers and any nominee appointed in writing for the purposes of this clause as their legal attorney.
- (e) At any time after the Sunset Date (proof of which will be a statutory declaration on behalf of the owner of the lots burdened), the attorney may execute and register any necessary documentation to cancel or extinguish the Right of Carriageway. In doing so, the attorney may use the Assignee's name and the Assignee will ratify and confirm any lawful act of the attorney.
- (f) NSW Land Registry Services is authorised to act upon the statutory declaration and to accept it as sufficient evidence of the extinguishment of the Right of Carriageway.

2. Terms of right of carriageway variable width secondly referred to in the plan

- (a) It is intended to create a right of carriageway variable width (as defined in Part 1 of Schedule 8 of the *Conveyancing Act* 1919 (as amended)) subject to paragraph (b) herein ("the Right of Carriageway").
- (b) The Right of Carriageway shall lapse and thus be cancelled or extinguished upon public road access being available to the lots benefited whether such access is over the lots burdened or otherwise (such date of availability hereinafter referred to as "the Sunset Date").
- (c) The owners of the lots benefitted and lots burdened shall do all that is necessary including executing any requisite documents to ensure that the Right of Carriageway is cancelled or extinguished following the Sunset Date.
- (d) From the Sunset Date, the owners of the lots burdened and the lots benefited (hereinafter referred to individually and collectively as "the Assignees") hereby irrevocably nominate and appoint individually the owners of the lots burdened, their

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
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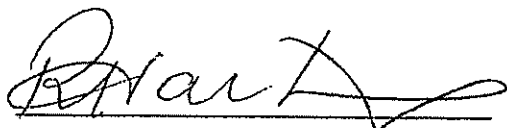
Plan: **DP1261937**

(Sheet 3 of 4 sheets)
Plan of Subdivision of Lot 32 DP 1178439 &
Lot 1 DP 1214620 & Right of Carriageway
15 wide within Lot 58 DP 1255405 & Lot
239 DP 702816 covered by Council's
Certificate No. SC 19/0048
dated 22 OCTOBER , 2019

officers and any nominee appointed in writing for the purposes of this clause as their legal attorney.

- (e) At any time after the Sunset Date (proof of which will be a statutory declaration on behalf of the owner of the lots burdened), the attorney may execute and register any necessary documentation to cancel or extinguish the Right of Carriageway. In doing so, the attorney may use the Assignee's name and the Assignee will ratify and confirm any lawful act of the attorney.
- (f) NSW Land Registry Services is authorised to act upon the statutory declaration and to accept it as sufficient evidence of the extinguishment of the Right of Carriageway.

Executed by **SUNPATH HOLDINGS PTY LTD**
(ACN 104 458 764) pursuant to Section
127 of the Corporations Act 2001

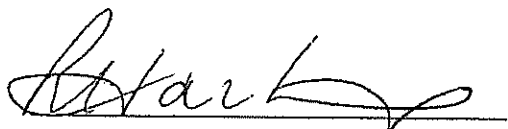


Robert Grant Charles Hartwig
Director/Secretary

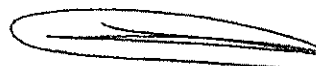


Timothy Charles Hartwig
Director

Executed by **B G HARTWIG AND CO PTY
LTD (ACN 000 182 212)** pursuant to Section
127 of the Corporations Act 2001

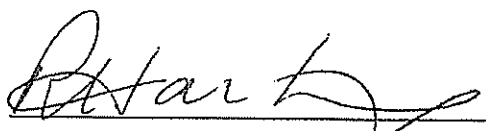


Robert Grant Charles Hartwig
Director/Secretary



Timothy Charles Hartwig
Director

Executed by **EHKUK PTY LTD**
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Robert Grant Charles Hartwig
Director/Secretary



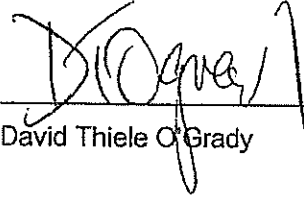
Timothy Charles Hartwig
Director

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Plan: **DP1261937**

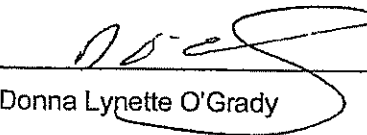
(Sheet 4 of 4 sheets)
Plan of Subdivision of Lot 32 DP 1178439 &
Lot 1 DP 1214620 & Right of Carriageway
15 wide within Lot 58 DP 1255405 & Lot
239 DP 702816 covered by Council's
Certificate No 519/0248
dated 22 October, 2019

SIGNED SEALED & DELIVERED by the)
said DAVID THIELE O'GRADY and DONNA)
LYNETTE O'GRADY in the presence of:-)



David Thiele O'Grady

Signature of Witness



Donna Lynette O'Grady

LINCOLN JAMES KENNEDY
SOLICITOR
Print Name 221-223 Tarcutta Street
WAGGA WAGGA NSW 2650

Address of Witness

Form: 08X
Release: 4-4



CAVEAT

AQ493208S

Prohibiting Recording of a Dealing or Granting of a Possessory Application
New South Wales

Section 74F Real Property Act 1900

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

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

FOLIO IDENTIFIER 58/1255405

(B) REGISTERED DEALING

Number	Torrens Title
--------	---------------

(C) LODGED BY

Document Collection Box 124E	Name, Address or DX, Telephone, and Customer Account Number if any GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 13 5669 LLPN: 123820V Reference: []	CODE X
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(D) REGISTERED PROPRIETOR

THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE DIOCESE OF WAGGA WAGGA ABN 52 838 806 753 MCALROY HOUSE, 205 TARCUTTA STREET WAGGA WAGGA NSW Postcode: 2650

(E) CAVEATOR

Insert the full name and address (residential if individual/registered office if body corporate) ESSENTIAL ENERGY ABN 37 428 185 226 8 BULLER STREET PORT MACQUARIE NSW Postcode: 2444
--

(F) NAME AND ADDRESS IN AUSTRALIA SERVICE OF NOTICES ON THE CAVEATOR

IMPORTANT NOTE: The address <i>must</i> be a street address. If desired, a Document Exchange box in NSW may be provided <i>in addition</i> . If the caveator's name or address for service of notices changes, notification <i>must</i> be lodged on form 08CX.	
Name:	ESSENTIAL ENERGY
Street Address:	8 BULLER STREET PORT MACQUARIE NSW
Postcode: 2444	
Document Exchange Box in NSW (additional):	

(G) ACTION PROHIBITED

Items 1 and 2 of Schedule 2

(H) The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument and facts set out in that schedule and prohibits the Registrar General from taking, with respect to the above land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1605

WARNING: care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

(I) SCHEDULE 1 Estate or Interest claimed

Particulars of the estate or interest in the abovementioned land		
EASEMENT IN GROSS INTENDED TO BENEFIT ESSENTIAL ENERGY TO PROTECT AND PERMIT ACCESS TO ELECTRICITY WORKS.		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
LANDOWNER DEED AND CUSTOMER DEED	13/10/2020	THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE DIOCESE OF WAGGA WAGGA AND TELSTRA CORPORATION LIMITED AND ESSENTIAL ENERGY.
By virtue of the facts stated below		
THE REGISTERED PROPRIETOR HAS ENTERED INTO A DEED TO GRANT THE EASEMENT TO ESSENTIAL ENERGY		

(J) SCHEDULE 2 Action prohibited by this caveat

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan¹ No.
- The granting of any possessory application² with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the _____ created by No.
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) STATUTORY DECLARATION³

I, *Martin English, Head of Legal Essential Energy, 8 Buller St, Port Macquarie*, solemnly and sincerely declare that—

- To the best of my knowledge, information and belief
 - the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
 - the address specified at (D) as the address of the registered proprietor is the correct address.
- This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor ; I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at *Port Macquarie* in the *State of NSW* on *13/10/2020*
 in the presence of *Melinda White* of *8 Buller St, Port Macquarie*.
 Justice of the Peace (J.P. Number: *107879*) Practising Solicitor
 Other qualified witness [specify]

** who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering;~~ and
- I have known the person for at least 12 months ~~OR I have confirmed the person's identity using an identification document and the document I relied on was a _____ (Omit ID No.)~~

Signature of witness:

Melinda White

Signature of declarant:

[Signature]

Capacity of declarant if other than the caveator: *Attorney for Caveator by Power of Attorney Book 4795 No. 85.*

(L) CONSENT (section 74O Real Property Act 1900)⁴

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.

Signature of registered proprietor/possessory applicant

- A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment.** If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.



CONVEYANCING RULES Exemptions Form

Please accept this paper lodgment as it is an exemption to the electronic lodgment requirements. The reason has been indicated below.

This form must be lodged with every paper Mainstream Dealing (as defined in the Conveyancing Rules Version 5)

Exclusions

- Folio of the Register is not Electronically Tradeable
- If an ELN is not available and has not been available for one clear Business Day.

Waivers

- CR 1/2018 – Non ELN-Enabled Jurisdictions. (For Mortgage transactions)

Non ELN-enabled Jurisdictions are currently Northern Territory, Tasmania and the Australian Capital Territory.

- CR 2/2018 – Non-Land Securities.

Refinance transactions involving non-land securities which cannot be lodged through an ELN may be lodged manually.

- CR 2/²⁰²⁰~~2019~~ – Mainstream dealing exceptions.

Waiver exception number: 1.1 (Insert the number which corresponds to exception relied on)

For a list of exceptions to the mandated dealings see:

https://www.registrargeneral.nsw.gov.au/data/assets/pdf_file/0007/526732/Conveyancing-Rules-Waiver-CR-2-2019-Mainstream-dealing-exceptions.pdf

- CR 3/2019 – Land Tax.

Transfers where land tax is required to be paid from settlement proceeds.

Planning Certificate

(Section 10.7(2) – Environmental Planning and Assessment Act 1979)
(previously s149(2) certificate)

Certificate Details

Certificate No: eDCert2020/0710
Receipt date: 17 November 2020

Applicant Details

Name & Address: Walsh & Blair Lawyers
PO Box 492
WAGGA WAGGA NSW 2650

Your Reference: LJK:CF202532

Land

Property No: 336485
Title Description: Lot 239 DP 702816
Lot 58 DP 1255405
Lot 43 DP 1261937
Address: 80 Lingiari Dr LLOYD NSW 2650

Disclaimer

Information contained in this certificate is valid on the date issued and relates only to the land for which this certificate is issued. The information is provided in good faith subject to sections Schedule 6(2) and 10.7(6) of the Environmental Planning and Assessment Act 1979 and Council shall not incur any liability in respect of any such advice.

This certificate provides prescribed and other relevant information affecting how land may be used including certain restrictions on development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. Title information shown on this certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to uses, rights of way and other similar information shown on the title of the land are not provided on this certificate.

1 Names of relevant planning instruments and DCPs

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Wagga Wagga Local Environmental Plan 2010 (WWLEP 2010)

State Environmental Planning Policies

- SEPP No. 21 - Caravan Parks
- SEPP No. 30 - Intensive Agriculture
- SEPP No. 33 - Hazardous and Offensive Development
- SEPP No. 36 - Manufactured Home Estates
- SEPP No. 44 - Koala Habitat Protection
- SEPP No. 50 - Canal Estate Development
- SEPP No. 55 - Remediation of Land
- SEPP No. 62 - Sustainable Aquaculture
- SEPP No. 64 - Advertising and Signage
- SEPP No. 65 - Design Quality of Residential Flat Development
- SEPP (Affordable Rental Housing) 2009
- SEPP (Building Sustainability Index: BASIX) 2004
- SEPP (Educational Establishments and Child Care Facilities) 2017
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP (Infrastructure) 2007
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (Miscellaneous Consent Provisions) 2007
- SEPP (Rural Lands) 2008
- SEPP (State and Regional Development) 2011
- SEPP (State Significant Precincts) 2005
- SEPP (Vegetation in Non-Rural Areas) 2017

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft LEP proposed under WWLEP 2010

LEP18/0012 - Proposes a Zoning boundary adjustment, to change the minimum lot size 7307 Holbrook Road.

LEP19/0009 - Proposing to rezone land located at 64 Pearson St from RE1 Public Recreation Zone to B5 Business Development and SP2 Infrastructure Zone.

LEP20/0001 - Boundary Changes, New Clause Proposed

LEP20/0003 - 47-49 Vincent Road, Changes to zoning and minimum lot size

Draft DCP

Amendment for the management of additions, secondary dwellings and infill development within the heritage conservation area of central Wagga.

Amendment to preserve the character and mitigate traffic concerns along the Cooedong Laneway.

Draft SEPP

Draft Amendment to State Environmental Planning Policy No.70- Affordable Housing (Revised Scheme)

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Wagga Wagga Development Control Plan 2010

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2 Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

- (a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),

R1 General Residential under WWLEP 2010:

Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure co-ordinated and cost-effective provision of physical, social and cultural infrastructure in new residential areas.

RE1 Public Recreation under WWLEP 2010:

Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To protect and enhance the natural environment generally and to assist in ensuring that areas of high ecological, scientific, cultural or aesthetic values are maintained or improved.

RU1 Primary Production under WWLEP 2010:

Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.

- To minimise conflict between land uses within this zone and land uses within adjoining zones.
 - To foster strong, sustainable rural community lifestyles.
 - To maintain the rural landscape character of the land.
 - To allow tourist and visitor accommodation only where it is in association with agricultural activities.
- (b) the purpose for which the instrument provides that development may be carried out within the zone without the need for development consent,
- R1** - Home businesses; Home occupations; Roads
- RE1** - Environmental facilities; Environmental protection works; Roads
- RU1** - Environmental protection works; Extensive agriculture; Home businesses; Home occupations; Roads
- (c) the purpose for which the instrument provides that development may not be carried out within the zone except with development consent,
- R1** - Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4
- RE1** - Aquaculture; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Charter and tourism boating facilities; Centre-based child care facilities; Community facilities; Depots; Entertainment facilities; Flood mitigation works; Function centres; Helipads; Information and education facilities; Jetties; Kiosks; Markets; Marinas; Mooring pens; Moorings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Sewerage systems; Signage; Water recreation structures; Water supply systems; Wharf or boating facilities
- RU1** - Aquaculture; Bed and breakfast accommodation; Cellar door premises; Dual occupancies; Dwelling houses; Extractive industries; Farm buildings; Farm stay accommodation; Hardware and building supplies; Home industries; Intensive livestock agriculture; Intensive plant agriculture; Markets; Open cut mining; Roadside stalls; Rural supplies; Rural workers' dwellings; Secondary dwellings; Timber yards; Any other development not specified in item 2 or 4
- (d) the purpose for which the instrument provides that development is prohibited within the zone,
- R1** - Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Backpackers' accommodation; Biosolids treatment facilities; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments;

Helipads; Highway service centres; Home occupations (sex services); Hotel or motel accommodation; Industrial training facilities; Industries; Marinas; Mooring pens; Mortuaries; Open cut mining; Passenger transport facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Resource recovery facilities; Restricted premises; Rural industries; Rural workers' dwellings; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste disposal facilities; Waste or resource management facilities; Water recycling facilities; Water treatment facilities; Wharf or boating facilities; Wholesale supplies

RE1 - Any development not specified in item 2 or 3

RU1 - Airports; Amusement centres; Camping grounds; Caravan parks; Commercial premises; Crematoria; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial training facilities; Industries; Mortuaries; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential accommodation; Restricted premises; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies

- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,

R1 – No

RE1 - No

RU1 - Yes, 200 Ha

- (f) whether the land includes or comprises critical habitat,

No

- (g) whether the land is in a conservation area (however described),

No

- (h) whether an item of environmental heritage (however described) is situated on the land.

No

2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

Not Applicable

3 Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

In relation to clause 1.19 (5)(d) Council have insufficient information to identify significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. Please refer to the EPA register of properties at <https://apps.epa.nsw.gov.au/prclmapp/searchregister.aspx>.

General Housing Code (R or RU Zones)

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Rural Housing Code (R or RU Zones)

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Housing Alterations Code

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

General Development Code

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Commercial and Industrial Alterations Code

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Commercial and Industrial (New Buildings and Additions) Code (B or IN Zones)

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Subdivisions Code

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Demolition Code

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

Fire Safety Code

No, because the land is identified as environmentally sensitive land (Lloyd Salinity area).

4,4A (Repealed)

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works
(N/A)

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017

No

6 Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 or Part 3 of the Roads Act 1993, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

No information available for the purpose of this certificate. Contact Council to obtain current information regarding potential road widening.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) adopted by the council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of:

- land slip?
No
- bushfire?
Yes
- tidal inundation?
No
- subsidence?
No
- acid sulphate soils?
No
- any other risk (other than flooding)?
No

7A Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.
- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

- (3) Words and expressions in this clause have the same meanings as in the Standard Instrument.

Council considers the land to which this certificate applies to be above the 1% Average Recurrence Interval and therefore no flood related development controls apply. Property owners can review relevant information on the Wagga Online Mapping system (<http://www.wagga.nsw.gov.au/city-of-wagga-wagga/planning/online-services>).

Note:

This information is based on the 1:100 Riverine Model (2014). Council recently undertook a review of the Wagga Wagga City Council Flood Risk Management Study and Plan that was endorsed on 28 March 2018. Property owners are advised to contact Council to obtain current information regarding local flooding and are encouraged to seek independent flooding advice from a suitably qualified person. For more information see <http://wagga.nsw.gov.au/city-of-wagga-wagga/engineering-services/emergency-management/flood-management-studies-2>

The property is mapped as being impacted by overland flow. A study is currently being undertaken to determine Council's flood risk management policy relating to overland flow flooding. Until such time as Council has completed this work, property owners should contact Council to obtain current information regarding local overland flooding.

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.
No

9 Contributions plans

The name of each contributions plan applying to the land.

Wagga Wagga Local Infrastructure Contributions Plan 2019-2034

City of Wagga Wagga - Developing Servicing Plan - Stormwater 2007

City of Wagga Wagga - Developing Servicing Plan No 1: Sewerage Services 2013

Riverina Water County Council (RWCC) is responsible for potable water supply within the Wagga Wagga City Council, Lockhart, Urana and Greater Hume Shire Council area. More information can be found on RWCC's website located at www.rwcc.nsw.gov.au

9A Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

Yes, this land is part of the Wagga Wagga Biodiversity Certified Land.

Note. Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

10 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

No, Council has not been notified by the Director General of the Office of Environment and Heritage that an agreement exists on the subject land

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

10A Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No information available

11 Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

Yes

12 Property vegetation plans

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

No

13 Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

No Information available

14 Directions under Part 3A

If there is a direction by the Minister in force under section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No information available

15 Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

- (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is current, and
 - (ii) that a copy may be obtained from the head office of the Department, and
- (b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

No

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department.

No

17 Site compatibility certificates and conditions for affordable rental housing

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the head office of the Department.
- (2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

No

18 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19 Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and
No

Note. A site verification certificate sets out the Planning Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

- (b) the date on which the certificate ceases to be current (if any), and
(c) that a copy may be obtained from the head office of the Department.

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

No information available. Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.
No
- (2) A statement of:
- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
No
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.
No

- (3) In this clause:
affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.
building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

Contaminated Land

The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
No, The land is not listed on the State Register for significantly contaminated land.
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
No, the land is not subject to an order.
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,
No, the land is not subject to a voluntary management proposal.
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
No, the land is not subject to a voluntary management proposal.
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.
No

Notes:

In addition to the above, the site is not listed on Council's Register of potentially contaminated land. Property owners should conduct their own investigations to be satisfied that this property is not affected by land contamination.



Vicky Tooze
Development Administration Officer

FOR:
GENERAL MANAGER

STORMWATER AND DRAINAGE NOTES:

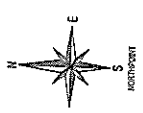
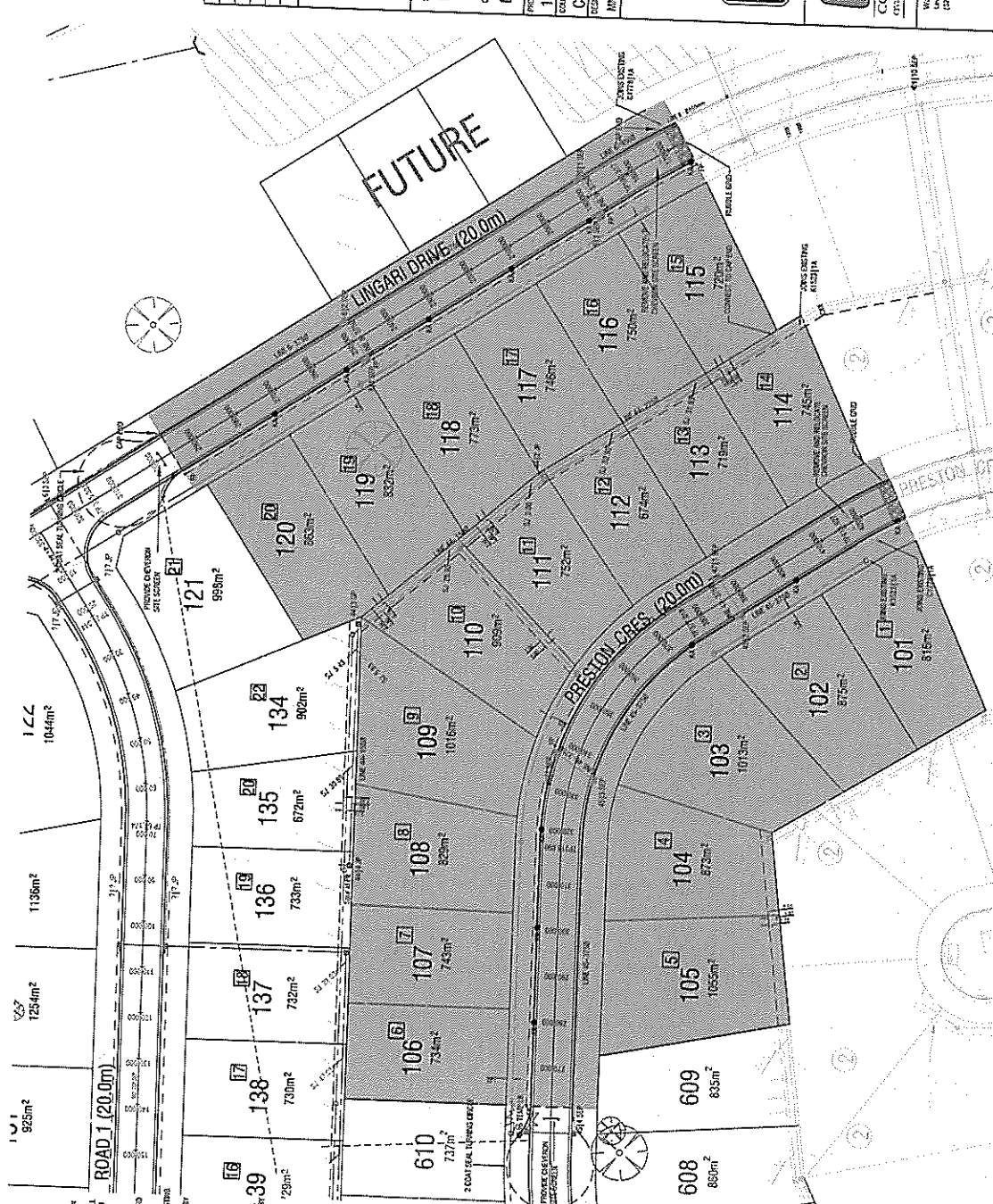
1. ALL STORMWATER SHALL BE DISCHARGED TO THE STREET.
2. STORMWATER DRAINAGE SHALL BE DESIGNED TO PREVENT FLOODING OF ADJACENT PROPERTIES.
3. STORMWATER DRAINAGE SHALL BE DESIGNED TO PREVENT FLOODING OF ADJACENT PROPERTIES.
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22. STORMWATER DRAINAGE SHALL BE DESIGNED TO PREVENT FLOODING OF ADJACENT PROPERTIES.
23. STORMWATER DRAINAGE SHALL BE DESIGNED TO PREVENT FLOODING OF ADJACENT PROPERTIES.

LEGEND

- 1000 SLOTTED WITH FLOOR FINISH
- PROPOSED DRAINAGE PIPE
- PROPOSED DRAINAGE MANHOLE
- EXISTING SEWER PIPE
- EXISTING SEWER MANHOLE
- SIZE OF PIPE FIT
- SEWER END
- LETTERING PIPE
- LETTERING MANHOLE
- PIPE & MANHOLE CONNECTION
- AREA TO BE FIELDED
- FREE TO BE RELETED
- FREE TO BE REMAIN
- 300mm RETENTION BANK

LOT NUMBER — 10 — ENGINEERING NUMBER — 80

LOT NUMBER DETAIL



NO.	DATE	ASSIGNMENTS	BY
1	24/12/2019	DESIGNED FOR CC APPROVAL	MJ
2	20/11/2019	DESIGNED FOR CC APPROVAL	MJ
3	23/11/2019	DESIGNED FOR CC APPROVAL	MJ
4	21/11/2019	DESIGNED FOR CC APPROVAL	MJ
5	21/11/2019	DESIGNED FOR CC APPROVAL	MJ

PROJECT: PROPOSED SUBDIVISION
GLENFIELD WEST - STAGE 1A
WAGGA WAGGA

SHEET SUBJECT: DRAINAGE PLAN

CLIENT: DIOCESE OF WAGGA WAGGA

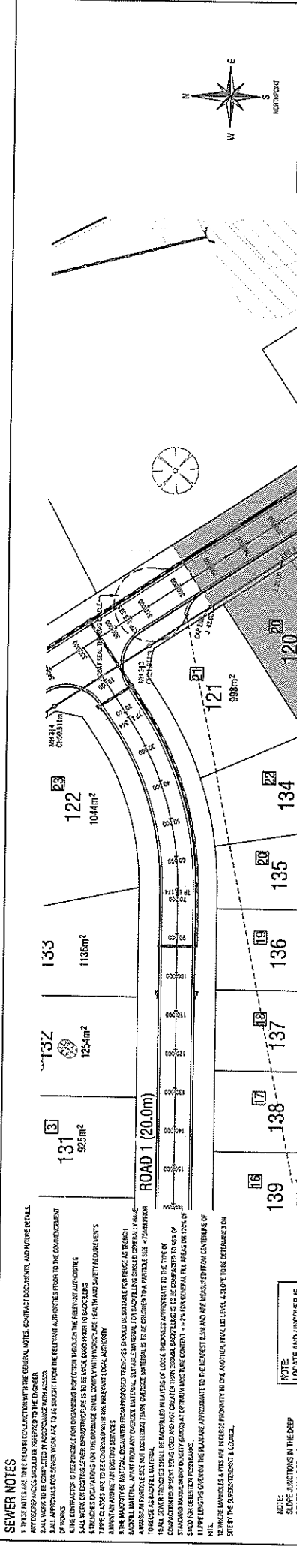
PROJECT NO: 100195
SHEET NO: C12
DATE: 24/12/2019
SCALE: AS SHOWN
DRAWN BY: C1778134
CHECKED BY: 1:500 (A1) 1:1000 (A3)
ISSUED TO: DJM
ISSUED BY: DJM



Wagga Wagga
110/112 Street
Level 4, 260 Bank Street
Wagga Wagga NSW 2672
Phone: 02 6921 8233
www.mjmconsulting.com.au

I HEREBY CERTIFY THAT ENGINEERING WORKS AS SHOWN ON THIS GENERAL LAYOUT AND ANY HIGH CONSTRUCTION OPERATIONS APPROVED BY THE DIRECTOR BY ACCORDANCE WITH THE LOCAL REQUIREMENTS OF THE LOCAL COUNCIL.

NAME: Michael J. McFarlane
SIGNATURE:
CAPACITY: DESIGNER
DATE:



SEWER NOTES

1. THESE NOTES ARE TO BE READ IN CONJUNCTION WITH THE GENERAL NOTES, CONTRACT DOCUMENTS, AND SURVEY DETAILS. ANY DISCREPANCIES SHOULD BE REFERRED TO THE ENGINEER.
2. ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SEWER WORK AS SET OUT IN THE SCHEDULE TO THE RELEVANT AUTHORITIES.
3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING PERMISSION THROUGH THE RELEVANT AUTHORITIES TO EXISTING SEWER INFRASTRUCTURE TO BE MAINTAINED OR TO BE REMOVED.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMISSION THROUGH THE RELEVANT AUTHORITIES TO EXISTING SEWER INFRASTRUCTURE TO BE MAINTAINED OR TO BE REMOVED.
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20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMISSION THROUGH THE RELEVANT AUTHORITIES TO EXISTING SEWER INFRASTRUCTURE TO BE MAINTAINED OR TO BE REMOVED.

NOTE:
 LOCATE AND UNCOVER IF NECESSARY EXISTING SEWER RISERS FOR LOTS 2A-1, 3A-4, 3A-5 & 3A-15
 ALL MANHOLE SURFACES TO BE SLOPED TO MATCH CONSTRUCTED SURFACE

LEGEND

BASEMENTS	---
SEWER MAIN	---
SEWER SINKER	---
STORMWATER	---

DESCRIPTION	REMOVED	EXISTING
1. EXISTING SEWER MAIN	---	---
2. ALL EXISTING SEWER MAIN	---	---
3. ALL EXISTING SEWER MAIN	---	---
4. ALL EXISTING SEWER MAIN	---	---
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DESCRIPTION	REMOVED	EXISTING
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LEGEND

100% & GREATER

1. EXISTING SEWER MAIN

2. ALL EXISTING SEWER MAIN

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LEGEND

100% & GREATER

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20. ALL EXISTING SEWER MAIN

LOT NUMBER: 101

ENGINEERING NUMBER: 80

LOT NUMBER DETAIL

REV.	DATE	DESCRIPTION	BY
A	20/10/2018	ISSUED FOR I.C. APPROVAL	MJ
B	20/10/2018	ISSUED FOR I.C. APPROVAL	MJ
C	20/10/2018	ISSUED FOR I.C. APPROVAL	MJ
D	20/10/2018	ISSUED FOR I.C. APPROVAL	MJ
E	20/10/2018	ISSUED FOR I.C. APPROVAL	MJ

Drawn: C. 191818_Sepg-3_Engineering Inc. 02/08/18

PROJECT
 PROPOSED SUBDIVISION
 GLENFIELD WEST - STAGE 1A
 WAGGA WAGGA

SHEET NUMBER
 SEWER PLAN

CLIENT
 DIOCESE OF WAGGA WAGGA

PROJECT NO. 100195
SHEET NO. 021
DATE 18/08/2019
SCALE E

PROJECT NO. K1523134
ISSUE NO. 15/08/19 (A)
ISSUE DATE 15/08/19

ISSUED FOR I.C. APPROVAL []
ISSUED FOR I.C. APPROVAL []
ISSUED FOR I.C. APPROVAL []

APPROVED FOR CONSTRUCTION []
APPROVED FOR CONSTRUCTION []
APPROVED FOR CONSTRUCTION []

LEGEND

100% & GREATER

1. EXISTING SEWER MAIN

2. ALL EXISTING SEWER MAIN

3. ALL EXISTING SEWER MAIN

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Wagga Wagga
 Level 1, 133 Bayside Avenue
 PO Box 6022
 Wagga Wagga NSW 2672
 02 6922 1100
 www.m3m.com.au

I HEREBY CERTIFY THAT THE ENGINEERING WORKS AS SHOWN ON THIS PLAN HAVE BEEN DESIGNED AND CHECKED IN ACCORDANCE WITH THE RELEVANT STANDARDS AND SPECIFICATIONS APPROVED BY THE ENGINEER IN ACCORDANCE WITH THE GENERAL REQUIREMENTS OF THE LOCAL COUNCIL.

NAME: MICHAEL J. MEEHAN
 QUALIFICATION: []
 DATE: []