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Planning Agreement

Environmental Planning and Assessment Act 1979



Minister for Planning (ABN 38 755 709 681)

and

Valhalla Investments Pty. Limited (ACN 008 416 028)



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This deed is dated

20 APRIL 2017

Parties:

Minister

Minister for Planning (ABN 38 755 709 681)
of Level 15, 52 Martin Place, Sydney, New South Wales 2000

Developer

Valhalla Investments Pty. Limited (ACN 008 416 028)
of 75 Lambton Road, Broadmeadow, New South Wales 2292



Introduction:

- A The Developer owns the Land.
- B The Developer proposes to carry out the Development on the Land.
- C The Developer has made a Development Application to the Consent Authority in respect of the Land.
- D Clause 6.1 of the LEP provides that the Consent Authority must not grant Development Consent to the Development unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of designated State infrastructure referred to in clause 6.1 of the LEP.
- E The Developer has offered to enter into this deed with the Minister to secure the Development Contribution in order to enable the Secretary to provide the certification required by the LEP.

It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this deed, unless the context clearly indicates otherwise:

Act means the *Environmental Planning and Assessment Act 1979 (NSW)*.

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Bank Guarantee means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
 - (b) on terms acceptable to the Minister, in the Minister's absolute discretion,
- to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Base CPI means the CPI number for the quarter ending 31 March 2011.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

Consent Authority means Maitland City Council.

Contribution Amount means the amount of the monetary contribution to be paid by the Developer as described in Schedule 4.

CPI means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician, or if that index no longer exists, any similar index that the Minister specifies, in his or her sole discretion, for the purposes of this deed.

CPI Adjustment Date means 1 July 2012 and each anniversary of 1 July 2012.

Current CPI means the CPI number for the quarter ending immediately before 31 March in the year in which the relevant adjustment is made.

Developer means the Developer unless otherwise specified in this deed.

Development means the subdivision of the Land into 175 lots (173 residential lots, 1 drainage reserve and 1 residue lot) over 7 stages generally in accordance with Development Application DA16/32 which has been lodged with the Consent Authority.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means the contributions to be provided by the Developer in accordance with Schedule 4.

Explanatory Note means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

General Register of Deeds means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

GST means any form of goods and services tax payable under the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the land described in Schedule 3.

LEP means the *Maitland Local Environmental Plan 2011*.

Mediation Program means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

Minister means the Minister for Planning and includes the Secretary and the Secretary's nominee.

Planning Application means:

- (a) a Development Application; or
 - (b) any other application required under the Act,
- which seeks approval for the subdivision of the Land.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens title register maintained under the Real Property Act.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Satisfactory Arrangements Certificate means a certificate issued by the Secretary that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure in accordance with clause 6.1 of the LEP.

Secretary means the Secretary of the Department of Planning and Environment.

Security means a Bank Guarantee.

SIC Amount means the amount of a monetary contribution calculated in accordance with a Special Infrastructure Contribution that would be payable for a stage of the subdivision authorised by the relevant Development Consent had section 94EF of the Act not been excluded by this deed.

Subdivision Certificate has the same meaning as in the Act.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to this deed or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to legislation or a legislative provision includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a body or authority which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the introduction, a clause, a schedule or an annexure is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) clause headings, the introduction and the table of contents are inserted for convenience only and do not form part of this deed;
- (f) the schedules form part of this deed;
- (g) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a natural person includes their personal representatives, successors and permitted assigns;
- (i) a reference to a corporation includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;

- (k) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) including and includes are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) monetary amounts are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Operation and application of this deed

2.1 Operation

This deed commences on the date that this deed is signed by all the parties.

2.2 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 93F of the Act and the parties agree on the matters set out in Schedule 1.

2.3 Application

This deed applies to:

- (a) the Land; and
- (b) the Development.

3. Application of sections 94, 94A and 94EF of the Act

The application of sections 94, 94A and 94EF of the Act are excluded to the extent stated in Schedule 1.

4. Development Contribution

4.1 Developer to provide Development Contribution

The Developer undertakes to provide to the Minister, or the Minister's nominee, the Development Contribution in accordance with the provisions of Schedule 4 to this deed.

4.2 Special Infrastructure Contribution

(a) This clause applies where:

- (i) the Minister determines a special infrastructure contribution (SIC) under section 94EE of the Act for a special contributions area that includes any part of the Land (SIC Determination); and

- (ii) the SIC Determination takes effect on or after the commencement of this deed, but before the Development Contribution has been paid in full.
- (b) If the SIC Amount for a stage of the subdivision authorised by the relevant Development Consent is less than the Contribution Amount that would otherwise be payable under this deed for that stage, then:
 - (i) the Developer is required to pay only the SIC Amount; and
 - (ii) that amount is to be treated as the relevant Contribution Amount for the purposes of clause 4.1 and clauses 1(b) and 2(b) of Schedule 4.
- (c) Clause 4.2(b) applies only to a Contribution Amount that has not been paid and is not due and payable at the time the SIC Determination takes effect. To avoid doubt, the Minister is not required to refund or reimburse any part of the Development Contribution paid before that time.
- (d) In this clause 4.2, a reference to the SIC Amount for a stage of the subdivision authorised by the relevant Development Consent is a reference to the amount of the monetary contribution for that stage calculated in accordance with the SIC Determination, being the amount that would have been payable if the application of section 94EF of the Act had not been excluded by this deed and the Development Consent had been granted before the SIC Determination took effect.

4.3 Acknowledgement

The Developer acknowledges and agrees that, subject to section 93E of the Act, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose despite any provision of this deed to the contrary and has no obligation to repay the Development Contribution; and
- (b) In circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

5. Interest

5.1 Interest for late payment

- (a) If the Developer fails to pay a Contribution Amount (as indexed in accordance with Schedule 4) due to the Minister on the due date for payment, the Developer must also pay to the Minister interest at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.
- (b) Interest is payable on the daily balance of amounts due from the due date for payment of those amounts until all outstanding amounts (including interest on those amounts) have been paid to the Minister.

6. Enforcement

6.1 Developer to provide Security

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by providing the Security to the Minister in accordance with the terms and procedures set out in Schedule 5.

7. Registration

7.1 Registration of deed

- (a) Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense is to take all practical steps and otherwise do anything to procure:
 - (i) the consent of each person, as required by the Registrar-General, who:
 - (A) has an estate or interest in the Land registered under the Real Property Act; or
 - (B) is seized or possessed of an estate or interest in the Land,to the registration of this deed on the title to the Land and to the terms of this deed; and
 - (ii) the execution of any documents;
 - (iii) the production of the relevant certificates of title; and
 - (iv) the lodgement of this deed in a registrable form at the Land and Property Information for registration by the Registrar-General in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.
- (b) The Developer will take all practical steps and otherwise do anything to procure the registration of this deed within three months of the date of this deed in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act, including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.

7.2 Evidence of registration

- (a) The Developer must provide the Minister with evidence of the lodgement of this deed pursuant to clause 7.1(a)(iv) within 10 Business Days of such lodgement at the Land and Property Information.
- (b) The Developer will provide the Minister with a copy of the relevant folio of the Register for the Land and a copy of the registered dealing containing this deed within 10 Business Days of registration of this deed.

7.3 Release and discharge of deed

The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to any part of the Land upon the Developer satisfying all of its obligations under this deed in respect of that part of the Land.

7.4 Developer's interest in Land

The Developer represents and warrants that it is:

- (a) the owner of the Land; or
- (b) legally and beneficially entitled to become the owner of the Land and will become the legal and beneficial owner of the Land, prior to the date that this deed is required to be registered under clause 7.1 of this deed; and

- (c) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 7.1(a)(i) to assist, cooperate and to otherwise do all things necessary for the Developer to comply with its obligations under clause 7.

8. Dispute Resolution

8.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

8.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

8.3 Attempt to resolve

On receipt of notice under clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

8.4 Mediation

If the parties do not agree within 21 Business Days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
 - (b) the timetable for all steps in those procedures; or
 - (c) the selection and compensation of the independent person required for such technique,
- the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

8.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

8.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

8.7 No prejudice

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

9. GST

9.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

9.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

9.3 Reimbursement

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

9.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.

9.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party (Supplier) under or in connection with this deed (the GST Amount), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a tax invoice to the Minister.

9.6 Non monetary consideration

Clause 9.5 applies to non-monetary consideration.

9.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 9.5 the Developer must assume the Minister is not entitled to any input tax credit.

9.8 No merger

This clause does not merge on completion or termination of this deed.

10. Assignment and transfer

10.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or novate its obligations (Assigning Party) must seek the consent of the Minister and:
 - (i) satisfy the Minister (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (Incoming Party) has sufficient assets, resources and expertise required to perform the Assigning Party's obligations under this deed insofar as those obligations are to be novated to the Incoming Party;
 - (ii) procure the execution of an agreement by the Incoming Party with the Minister on terms satisfactory to the Minister (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this deed as though the Incoming Party were the Assigning Party; and
 - (iii) satisfy the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Assigning Party must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.1.

10.2 Right to transfer Land

- (a) The Developer must not sell or transfer to another person (Transferee) the whole or part of any part of the Land:
 - (i) on which this deed remains registered under section 93H of the Act; or
 - (ii) for which the Development Contribution required under this deed remains outstanding.
- (b) Notwithstanding clause 10.2(a) the Developer may sell or transfer the whole or any part of the Land to a Transferee if prior to the proposed sale or transfer the Developer:
 - (i) satisfies the Minister, acting reasonably, that the proposed Transferee has sufficient assets, resources and expertise required to perform any of the remaining obligations of the Developer under this deed or satisfies the Minister, acting reasonably, that the Developer will continue to be bound by the terms of this deed after the transfer has been effected;
 - (ii) procures the execution of an agreement by the Transferee with the Minister on terms satisfactory to the Minister, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee were the Developer; and
 - (iii) satisfies the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (c) The Developer must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.2.

10.3 Replacement Security

Provided that:

- (a) the Developer has complied with clause 10.1 and 10.2; and
- (b) the Transferee or Incoming Party (as the case may be) has provided the Minister with a replacement Security in accordance with the requirements of Schedule 5 and on terms acceptable to the Minister,

the Minister will promptly return the Security to the Developer.

11. Capacity

11.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

11.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

12. Reporting requirement

- (a) By 1 September each year or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report (in a format acceptable to the Secretary) for the period 1 July to 30 June of the preceding financial year which must include the following matters, as applicable:
 - (i) details of all Development Consents and Subdivision Certificates issued in relation to the Development;
 - (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
 - (iii) a forecast in relation to the anticipated progression and completion of the Development;
 - (iv) a compliance schedule showing the details of all Contribution Amounts provided under this deed as at the date of the report and indicating any non-compliance with this deed and the reason for the non-compliance; and
 - (v) when the Developer expects to lodge the next Planning Application.
- (b) Upon the Secretary's request, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary are necessary for the Secretary to assess the status of the Development and the Developer's compliance with this deed.

13. General Provisions

13.1 Entire deed

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

13.2 Variation

This deed must not be varied except by a later written document executed by all parties.

13.3 Waiver

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

13.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this deed.

13.5 Time for doing acts

(a) If:

- (i) the time for doing any act or thing required to be done; or
- (ii) a notice period specified in this deed,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

13.6 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

13.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

13.8 Preservation of existing rights

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

13.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, does not merge on the occurrence of that event but remains in full force and effect.

13.10 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

13.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

13.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

13.13 No fetter

Nothing in this deed is to be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

13.14 Explanatory note

The Explanatory Note must not be used to assist in construing this deed.

13.15 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (d) The Developer must provide the Minister with bank cheques, or an alternative method of payment if agreed with the Minister, in respect of the Minister's costs pursuant to clauses 13.15(a) and (b):
 - (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or

- (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

13.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (Notice) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
 - (i) hand delivered; or
 - (ii) sent by facsimile transmission; or
 - (iii) sent by prepaid ordinary mail within Australia; or
 - (iv) in the case of a Notice to be given by the Minister or Secretary, sent by email.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
 - (ii) sent by facsimile and the sending party's facsimile machine reports that the facsimile has been successfully transmitted;
 - (A) before 5 pm on a Business Day, on that day;
 - (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or
 - (C) on a day that is not a Business Day, on the next Business Day after it is sent; or
 - (iii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
 - (iv) sent by email:
 - (A) before 5 pm on a Business Day, on that Day;
 - (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or
 - (C) on a day that it is not a Business Day, on the next Business Day after it is sent, and the sender does not receive a delivery failure notice.

Schedule 1

Table 1 - Requirements under section 93F of the Act (clause 2.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

REQUIREMENT UNDER THE ACT	THIS DEED
Planning Instrument and/or development application – (section 93F(2)) The Developer has: (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	 (a) No (b) Yes (c) No
Description of land to which this deed applies – (section 93F(3)(a))	See Schedule 3
Description of development to which this deed applies – (section 93F(3)(b))	See definition of Development in clause 1.1
Description of change to the environmental planning instrument to which this deed applies – (section 93F(3)(b))	Not applicable
The scope, timing and manner of delivery of contribution required by this deed – (section 93F(3)(c))	See Schedule 4
Applicability of sections 94 and 94A of the Act – (section 93F(3)(d))	The application of sections 94 and 94A of the Act is not excluded in respect of the Development.
Applicability of section 94EF of the Act – (section 93F(3)(d))	The application of section 94EF of the Act is excluded in respect of the Development.
Consideration of benefits under this deed if section 94 applies – (section 93F(3)(e))	No
Mechanism for Dispute Resolution – (section 93F(3)(f))	See clause 8
Enforcement of this deed – (section 93F(3)(g))	See clause 6
No obligation to grant consent or exercise functions – (section 93F(10))	See clause 13.13

Table 2 – Other matters

REQUIREMENT UNDER THE ACT	THIS DEED
Registration of the Planning Agreement – (section 93H of the Act)	Yes (see clause 7)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes (see clause 3 of Schedule 4)

Schedule 2

Address for Service (clause 1.1)

Minister

Contact: The Secretary
Address: Department of Planning and Environment
Level 27, 320 Pitt Street
SYDNEY NSW 2000
Email: PlanningAgreements@planning.nsw.gov.au

Developer

Contact: John Saddington
Address: 75 Lambton Road
BROADMEADOW NSW 2292
Facsimile No: (02) 4929 3021
Email: Johns@ossad.com.au

Schedule 3

Land (clause 1.1)

1. Lots proposed for development

Lots 2000 and 2001 in Deposited Plan 1129126

Schedule 4

Development Contributions (clause 4)

1. Development Contributions

- (a) For the purposes of this Schedule, Net Developable Area, in relation to a part of the Land means the net developable area of that part as defined and determined in accordance with Schedule 6.
- (b) The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

Development Contribution	Value	Timing
Contribution Amount - Cash contribution towards designated State public Infrastructure	\$72,440 per hectare of Net Developable Area for any part of the Land to which a Subdivision Certificate application relates.	Pursuant to clause 3 of this Schedule 4

- (c) The Minister and Developer acknowledge and agree that the sum of the Contribution Amounts form the Development Contribution under this deed.

2. Calculation of the value of a Contribution Amount

- (a) Each Contribution Amount will be an amount equal to the sum represented by "X" in the following formula:

$$X = N \times \$72,440$$

"N" means the number of hectares comprised in the Net Developable Area of the part of Land to which a Subdivision Certificate application relates.

- (b) On the CPI Adjustment Date, each Contribution Amount is to be adjusted by multiplying the Contribution Amount payable (as previously adjusted in accordance with this clause, where relevant) by an amount equal to the Current CPI divided by the Base CPI.

3. Payment of Contribution Amounts

- (a) The Developer must pay to the Minister or the Minister's nominee each Contribution Amount prior to the issue of the relevant Subdivision Certificate.
- (b) The Developer must provide the Minister with not less than 10 Business Days' written notice of its intention to lodge an application for the relevant Subdivision Certificate.
- (c) The parties agree that the requirement to make a payment under this clause is a restriction on the issue of the relevant Subdivision Certificate within the meaning of section 109(1)(c1) of the Act.

Schedule 5

Security terms (clause 6)

1. Developer to provide Security

- (a) In order to secure the payment or performance of the Development Contribution the Developer has agreed to provide the Security.
- (b) The Security must:
 - (i) name the "Minister for Planning" and the "Department of Planning and Environment ABN 38 755 709 681" as the relevant beneficiaries; and
 - (ii) not have an expiry date.

2. Security

- (a) At the time the Developer signs this deed, the Developer must provide the Security to the Minister having a face value amount of \$20,000 (Security Amount) in order to secure the Developer's obligations under this deed.
- (b) From the date of execution of this deed until the date that the Developer has provided the Development Contribution, the Minister is entitled to retain the Security.

3. Claims under Bank Guarantees

- (a) The Minister may:
 - (i) call upon the Security where the Developer has failed to pay a Contribution Amount for the Development on or after the date for payment under this deed; and
 - (ii) retain and apply such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon the Security the Minister must give the Developer not less than 10 Business Days written notice of his or her intention to call upon the Security.
- (c) If:
 - (i) the Minister calls upon the Security; and
 - (ii) applies all or part of such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and
 - (iii) has notified the Developer of the call upon the Security in accordance with clause (b) of this Schedule 5,

then the Developer must provide to the Minister a replacement Security to ensure that at all times until the date that the Security is released in accordance with clause 4 of this Schedule, the Minister is in possession of Security for a face value equivalent to the Security Amount.

Page 23 of 27.

4. Release of Security

If:

- (a) the Developer has satisfied all of its obligations under this deed secured by the Bank Guarantee; and
- (b) the whole of the monies secured by the Bank Guarantee has not been expended and the monies accounted for in accordance with clause 2 of this Schedule 5,

then the Minister will promptly return the Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Bank Guarantee (as the case may be), to the Developer.

Schedule 6

Definition of Net Developable Area (Schedule 4, clauses 1 and 2)

1. The net developable area of a part of the land (*the net developable area for the proposed subdivision*) is the area of land, in hectares, shown on the proposed plan of subdivision (that is, the area to which the relevant application for a subdivision certificate for that part of the Land relates), subject to the other provisions of this Schedule 6.
2. The net developable area does not include the area of any land that the proposed subdivision reserves, dedicates or otherwise sets aside as, or for the purpose of, any of the following:
 - (a) school;
 - (a) TAFE establishment;
 - (b) emergency services facility;
 - (c) health services facility owned or operated by a public authority;
 - (d) golf course;
 - (e) passenger transport facility;
 - (f) place of public worship;
 - (g) public open space, including a public reserve (within the meaning of the *Local Government Act 1993*);
 - (h) drainage reserve (within the meaning of the *Local Government Act 1993*);
 - (i) public utility undertaking;
 - (j) bus depot;
 - (k) recreation area;
 - (l) cemetery (within the meaning of the *Cemeteries and Crematoria Act 2013*);
 - (m) public roads; and
 - (n) public amenities or public services, in connection with which development contributions have been imposed under section 94 or section 94A of the Act or may be imposed in accordance with a contributions plan approved under section 94EA of the Act.
3. The following areas of land are not to be included in the calculation of the net developable area for the proposed subdivision:
 - (a) any area of land that is at or below the level of a 1:100 ARI (average recurrent interval) flood event, if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of it being at or below that level;
 - (b) any area of land that is identified as public open space in a development control plan or in a contributions plan approved under section 94EA of the Act;
 - (c) any area of land that is within Zone E2 Environmental Conservation;
 - (d) any area of land within the curtilage of a building listed on the State Heritage Register;
 - (e) any area of land this is within an asset protection zone:
 - (i) that is specified in a bush fire safety authority issued under the *Rural Fires Act 1997*; or

- (ii) that is required to be established by the development consent relating to the subdivision,
if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of it being within that zone;
 - (f) an area of land that is subject to an easement in favour of a public utility undertaking for the purpose of the supply of the utility service to the public as shown on the title to that land or as confirmed in writing by the public utility undertaking, if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of the easement; and
 - (g) any area of land that is within a public transport corridor (other than a road corridor) as shown on a Land Zoning Map for the purposes of an environmental planning instrument or a development control plan made under the Act, if the Secretary is satisfied that the area is unsuitable for development for the purposes of the subdivision by virtue of it being within the public transport corridor.
4. The net developable area does not include the area of any lot in the proposed plan of subdivision that may be further subdivided (other than under a strata scheme) in accordance with the development consent relating to the subdivision.
5. The net developable area does not include the area of any lot in the proposed plan of subdivision that the Secretary has determined (in writing), at the Secretary's discretion and having regard to the relevant planning controls, will be further subdivided (other than under a strata scheme) in accordance with a future development consent for the purpose of the orderly development of the land for urban purposes in the future.
6. If a proposed lot contains an existing lawful habitable dwelling (being a dwelling that lawfully existed on the proposed lot at the date this deed commences) and:
- (a) is no more than 0.1 hectare, the net developable area does not include the area of the lot, or
 - (b) is more than 0.1 hectare in area, the net developable area is reduced by 0.1 hectare, for the purpose of calculating the net developable area for the proposed subdivision.
7. If a proposed lot is wholly within Zone E3 Environmental Management, Zone E4 Environmental Living or Zone R5 Large Lot Residential and is more than 0.1 hectare, that lot is taken to be 0.1 hectare for the purpose of calculating the net developable area for the proposed subdivision.
8. The parties agree that the Secretary may make any determination required to be made for the purpose of calculating the net developable area for the proposed subdivision in accordance with this clause and, for that purpose, may have regard to any information available at the time, such as construction plans and any measurements made by a registered surveyor of the land concerned.
9. In this Schedule 6, the following words or expressions have the same meanings as they have in the Standard Instrument (that is, the standard instrument for a principal local environmental plan prescribed by the Standard Instrument (Local Environmental Plans) Order 2006 (Standard Instrument):
- (a) emergency services facility;
 - (b) health services facility;
 - (c) passenger transport facility;

- (d) place of public worship;
- (e) public utility undertaking;
- (f) recreation area; and
- (g) school.

10. In this Schedule, a reference to:

- (h) a land use zone is a reference to a land use zone specified in the Standard Instrument and to a land use zone that is equivalent to any such land use zone; and
- (i) curtilage of a building listed on the State Heritage Register is a reference to the curtilage of that building, or the site of that building, as specified or described in the listing of the building on the State Heritage Register kept under Part 3A of the *Heritage Act 1977*; and
- (j) a "strata scheme" means a reference to a strata scheme as that term is defined in the *Strata Scheme (Freehold Development) Act 1973* or a leasehold strata scheme as that term is defined in the *Strata Scheme (Leasehold Development) Act 1985*.

Page 27 of 27.

Execution page

Executed as a deed

Signed, sealed and delivered for and on
behalf of the Minister for Planning ABN 38
755 709 681, in the presence of:



Signature of witness

PATRICK DOYLE

Name of witness in full

320 PITT STREET SYDNEY

Address of witness

SIGNED by BRENDAN NELSON as delegate
for the Minister for Planning and Environment
administering the
Environmental Planning and Assessment Act, 1979



Signature of the Minister for Planning or
delegate

Name of Minister for Planning or delegate

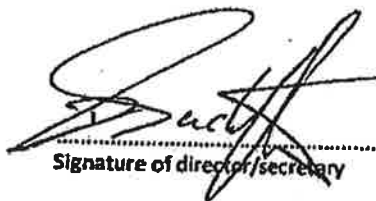
Executed by Valhalla Investments Pty.
Limited ACN 008 416 028 in accordance with
section 127 of the Corporations Act 2001:



Signature of director

JOHN DOUGLAS SADDINGTON

Name of director in full



Signature of director/secretary

DAVID LEE SADDINGTON

Name of director/secretary in full

System Document Identification

Form Number:08X-e
Template Number:X_nsw09
ELN Document ID:6527920

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AN397670

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.

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.

LODGED BY:

Responsible Subscriber: SPARKE HELMORE LAWYERS ABN 78848387938

Address: MLC Centre
L29, 19 Martin PL
Sydney 2000

Telephone:

PEXA Subscriber Number: 14960

Customer Account Number: 501746Y

Document Collection Box: 1W

Client Reference: AUS096-01715

LAND TITLE REFERENCE

2000/1129126

CAVEATOR

BLUE OP PARTNER PTY LIMITED ACN 612975096

Registered company

570 George ST
Sydney NSW 2000

ERIC ALPHA OPERATOR CORPORATION 1 PTY LIMITED ACN 612975096

Registered company

570 George ST
Sydney NSW 2000

ERIC ALPHA OPERATOR CORPORATION 2 PTY LIMITED ACN 612975121

Registered company

570 George ST
Sydney NSW 2000

ERIC ALPHA OPERATOR CORPORATION 3 PTY LIMITED ACN 612975185

Registered company

570 George ST
Sydney NSW 2000

ERIC ALPHA OPERATOR CORPORATION 4 PTY LIMITED ACN 612975210

Registered company

570 George ST
Sydney NSW 2000

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

DX Address

SPARKE HELMORE LAWYERS

DX 7829 Newcastle

Street Address

SPARKE HELMORE LAWYERS

L 29
MLC Centre
19 Martin PL
Sydney NSW 2000

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

VALHALLA INVESTMENTS PTY LTD
326 Dagworth RD
Louth Park NSW 2320

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the Caveator.
4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.

ESTATE OR INTEREST CLAIMED

Easement

By virtue of: Agreement

Dated: 30/05/2018

Between BLUE OP PARTNER PTY LIMITED
ERIC ALPHA OPERATOR CORPORATION 1 PTY LIMITED
ERIC ALPHA OPERATOR CORPORATION 2 PTY LIMITED
ERIC ALPHA OPERATOR CORPORATION 3 PTY LIMITED
ERIC ALPHA OPERATOR CORPORATION 4 PTY LIMITED

And VALHALLA INVESTMENTS PTY LTD

Details Supporting The Claim: Equitable interest as grantee of an easement for electricity and other purposes

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 74O Real Property Act 1900.

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

SIGNING

Signing Party Role: Receiving

I certify that:

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator.

Party Represented by Subscriber:

BLUE OP PARTNER PTY LIMITED
ERIC ALPHA OPERATOR CORPORATION 1 PTY LIMITED
ERIC ALPHA OPERATOR CORPORATION 2 PTY LIMITED
ERIC ALPHA OPERATOR CORPORATION 3 PTY LIMITED
ERIC ALPHA OPERATOR CORPORATION 4 PTY LIMITED

Signed By: Helen Murray
PEXA Signer Number: 37082

Signer Capacity: Practitioner Certifier
Digital Signing Certificate Number: 18858

Signed for
Subscriber: PARTNERS OF SPARKE HELMORE ABN 78848387938
SPARKE HELMORE LAWYERS

Subscriber Capacity: Representative Subscriber

PEXA Subscriber Number: 14960

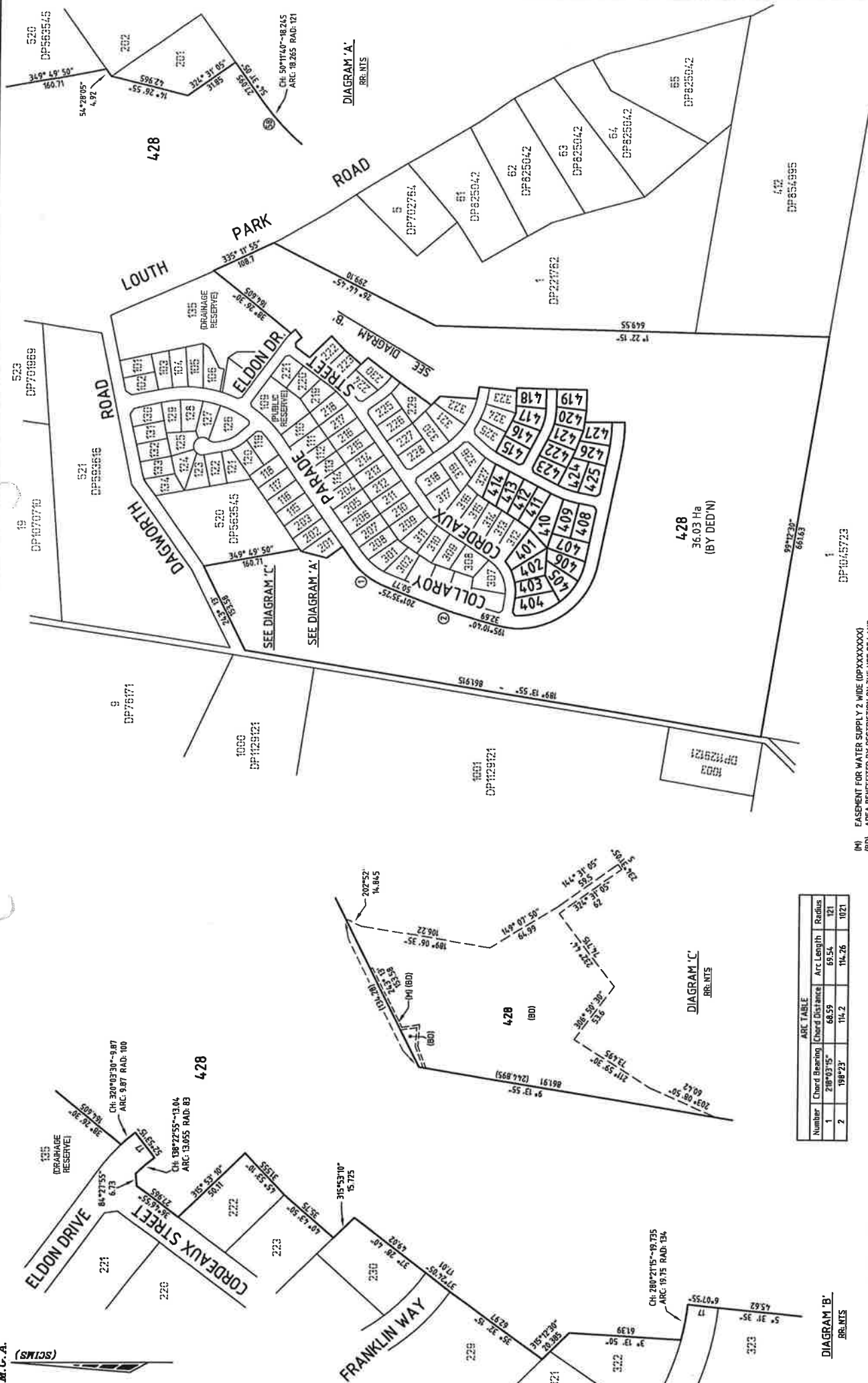
Customer Account Number: 501746

Date: 05/06/2018

'Stage 4' – Draft Documents

M.C.A.

(S.M.S.)



ARC TABLE

Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	218°03'15"	68.59	69.54	121
2	198°23'	114.2	114.26	1021

PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.

SURVEYOR
Name: THOMAS F CAMPBELL
Date:
Reference: 19521_DP(Draft)_R1_191017

PLAN OF SUBDIVISION OF LOT 328 DPXXXXXXX

LGA: MAITLAND
Locality: LOUTH PARK
Reduction Ratio 1:4,000
Lengths are in metres.

REGISTERED

DP

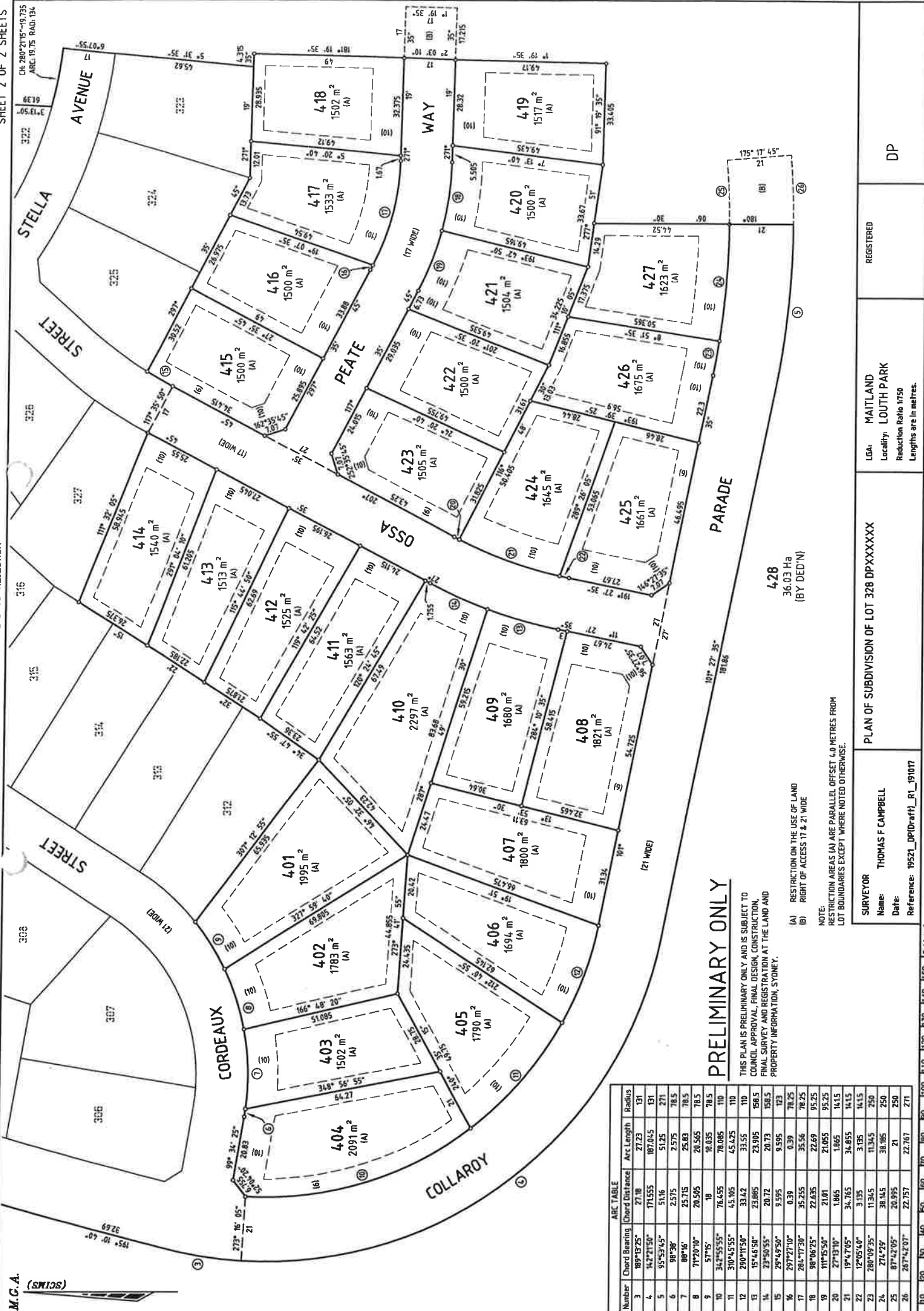
(M) EASEMENT FOR WATER SUPPLY 2 WIDE (DPXXXXXXX)
(BD) AREA BENEFITTED BY RESTRICTION ON THE USE OF LAND

DIAGRAM 'B'
RR: NTS

428
36.03 Ha
(BY DED'N)

DIAGRAM 'C'
RR: NTS

DIAGRAM 'A'
RR: NTS



PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, STOREY.

- (A) RESTRICTION ON THE USE OF LAND
- (B) RIGHT OF ACCESS 11 & 21 WIDE

NOTE:
RESTRICTION AREAS (A) ARE PARALLEL OFFSET 4.0 METRES FROM LOT BOUNDARIES EXCEPT WHERE NOTED OTHERWISE.

SURVEYOR
Name: THOMAS F CAMPBELL
Date: 19521_DP(Draft)_R1_191017
Reference: 19521_DP(Draft)_R1_191017

PLAN OF SUBDIVISION OF LOT 328 DPXXXXXX

LGA: MAITLAND
Locality: LOUTH PARK
Reduction Ratio 1/750
Lengths are in metres.

REGISTERED

DP

ARC TABLE			
Number	Chord Bearing	Chord Distance	Radius
3	89°19'25"	27.18	27.23
4	147°21'50"	171.555	187.045
5	95°53'45"	51.16	51.25
6	88°30'	2.575	2.575
7	88°16'	25.715	25.83
8	71°20'10"	20.595	20.565
9	57°15'	18	18.035
10	34°55'55"	76.455	78.085
11	310°45'55"	45.105	45.425
12	290°11'50"	33.42	33.55
13	15°48'50"	23.885	23.905
14	23°50'55"	20.72	20.73
15	29°48'50"	9.595	9.595
16	297°27'10"	0.39	0.39
17	284°17'30"	35.255	35.56
18	98°06'25"	22.635	22.69
19	117°15'50"	21.01	21.055
20	27°13'10"	1.865	1.865
21	19°47'05"	34.765	34.855
22	12°05'48"	3.135	3.135
23	280°09'35"	11.345	11.345
24	271°42'05"	38.145	38.185
25	87°42'05"	20.995	21
26	287°42'07"	22.757	22.767

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p> <h2 style="text-align: center;">PRELIMINARY ONLY</h2> <p>THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.</p>	
<p>PLAN OF SUBDIVISION OF LOT 328 DPXXXXXX</p>	<p>LGA: MAITLAND</p> <p>Locality: LOUTH PARK</p> <p>Parish: MAITLAND</p> <p>County: NORTHUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, <u>THOMAS F CAMPBELL</u> of <u>Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(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</p> <p>*(b) The part of the land shown in the plan (being/*excluding ** <u>LOT 428</u>) 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, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural-</p> <p>The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: <u>8704</u> Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p>* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <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.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 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.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>* Strike through if inapplicable</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1251415 DP 1246277</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE PEATE WAY & THE EXTENSION OF COLLAROY PARADE & OSSA STREET TO THE PUBLIC AS PUBLIC ROAD.</p>	
<p>Surveyor's Reference: 19521_DP(Draft)_R1_191017</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only

Registered:

PRELIMINARY ONLY Office Use Only**PLAN OF SUBDIVISION OF LOT 328
DPXXXXXX**

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.

Subdivision Certificate number :

Date of Endorsement :

- 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.

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

1. RESTRICTION ON THE USE OF LAND (A)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RIGHT OF ACCESS 17 & 21 WIDE (B)

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
401				LOUTH PARK
402				LOUTH PARK
403				LOUTH PARK
404				LOUTH PARK
405				LOUTH PARK
406				LOUTH PARK
407				LOUTH PARK
408				LOUTH PARK
409				LOUTH PARK
410				LOUTH PARK
411				LOUTH PARK
412				LOUTH PARK
413				LOUTH PARK
414				LOUTH PARK
415				LOUTH PARK
416				LOUTH PARK

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
417				LOUTH PARK
418				LOUTH PARK
419				LOUTH PARK
420				LOUTH PARK
421				LOUTH PARK
422				LOUTH PARK
423				LOUTH PARK
424				LOUTH PARK
425				LOUTH PARK
426				LOUTH PARK
427				LOUTH PARK
428				LOUTH PARK

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19521_DP(Draft)_R1_191017

Office Use Only

Registered:

PRELIMINARY ONLY Office Use Only**PLAN OF SUBDIVISION OF LOT 328
DPXXXXXX**

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO
COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION,
FINAL SURVEY AND REGISTRATION AT THE LAND AND
PROPERTY INFORMATION, SYDNEY.

Subdivision Certificate number :

Date of Endorsement :

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.

Executed by VALHALLA INVESTMENTS PTY LIMITED
ABN 88 008 416 028 by:

.....
Director.....
Director.....
Name.....
Name

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19521_DP(Draft)_R1_191017

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

Sheet 1 of 7

Plan:

Plan of Subdivision of Lot 328 DPXXXXXXX
covered by Subdivision Certificate
No.
dated

**Full Name and Address of the
Registered Proprietor of the Land**

Valhalla Investments Pty Limited
(ABN 88 008 416 028)

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) read(s), bodies or Prescribed Authorities:
1	Restriction on the Use of the Land (A)	401 to 427 inclusive	Maitland City Council
2	Restriction on the Use of the Land	401 to 427 inclusive	Maitland City Council
3	Restriction on the Use of the Land	404, 405, 408, 415, 417, 423, 425, 427	Maitland City Council
4	Restriction on the Use of the Land	Every lot except lot 428	Part of 428 designated (BD)
5	Right of Access 17 & 21 wide (B)	428	Maitland City Council

Part 2 (Terms)

1. Terms of Restriction on the Use of Land numbered 1 in the Plan

1.1 No building shall be constructed outside the nominated building envelope being areas designated (A) on the Plan.

1.2 Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;

Maitland City Council for Lots burdened and benefited.

Plan: Plan of Subdivision of Lot 328 DPXXXXXXX
covered by Subdivision Certificate
No.
dated

2. **Terms of Restriction on the Use of The Land numbered 2 in the Plan**

2.1 The subject site may be affected by mine subsidence as part of the site has been undermined in the past. It is the responsibility of the Lot owners to carry out any mine subsidence investigations prior to building on the site.

2.2 **Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;**

Maitland City Council for Lots burdened and benefited.

3. **Terms of Restriction on the Use of Land numbered 3 in the Plan**

3.1 Any Lots facing Louth Park and Dagworth Roads along the eastern boundary of the road and Lots with a width over 35m shall on the said boundary have fencing of post and wire and timber rail construction.

3.2 **Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;**

Maitland City Council for Lots burdened and benefited.

4. **Terms of Restrict on the Use of Land numbered 4 in the Plan**

4.1 **Dwelling House**

4.1.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 200m² exclusive of car accommodation, external landings and patios.

4.1.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass or concrete treated with painted texture render.

4.1.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colourbond. Untreated zincalume is prohibited.

4.1.4 No more than one main residential dwelling shall be erected on any lot burdened, nor are ancillary buildings to be used for residential accommodation.

4.1.5 No existing dwelling house or relocatable type dwelling or existing shed or relocatable type shed shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

Plan: Plan of Subdivision of Lot 328 DPXXXXXXX
covered by Subdivision Certificate
No.
dated

4.2 Fences

4.2.1 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same:-

- a) (Road Boundary) Is erected on any road boundary that fence exceeds 1200mm in height or is constructed of materials other than rural style, post and three rails with or without wire mesh. The upper surface of the top rail being 1200mm high, the middle rail being 820mm high and the lower rail being 470mm high.
- b) (Road to building line) Is erected from the road boundary to the building line as fixed by the Maitland City Council is 1200mm high or is constructed in materials other than rural style post and two rails with wire mesh.
- c) (Other boundaries) Is constructed on a boundary behind the building line that exceeds 1800mm in height or is constructed of materials other than post and wire with wire mesh or post and rail and wire mesh.
- d) Is other than hard wood post and rails.
- e) Has rails other than dimensions of 30mm wide and 140mm high.

4.2.2 Fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not comprise sheet material such as colourbond, fibro cement or paling fences. This covenant does not preclude safety fencing associated with swimming pools.

4.2.3 No fence shall be erected on a lot burdened unless it is erected without expense to Valhalla Investments Pty Ltd, its successors and permitted assigns.

4.4 Ancillary Buildings

4.4.1 No building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless:-

- a) It is situated at the rear of the dwelling house; and
- b) It has an internal floor area of less than 100 m².
- c) It is less than 4.5 metres in height.
- d) It is no more than one single structure (and only one outbuilding is permitted to be constructed upon the lot)

4.4.2 No shed, or other farm type outbuilding shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanised iron or similar material provided that new colourbond metal sheeting may be used in the external walls of a farm

Plan:

Plan of Subdivision of Lot 328 DPXXXXXXX
covered by Subdivision Certificate
No.
dated

building where such colourbond metal sheeting has a low reflective index and is of earth tone colours.

4.5 Prohibited activities

- 4.5.1 No obnoxious, noisy or offensive occupation, boarding kennels, boarding facilities, trade or business shall be conducted or carried out on any lot burdened.
- 4.5.2 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.
- 4.5.3 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.
- 4.5.4 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.
- 4.5.5 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind at the rear of the dwelling house erected on the lot burdened.
- 4.5.6 No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.
- 4.5.7 No livestock shall be permitted to remain on the lot burdened.

4.6 Acknowledgement of Covenants

- 4.6.1 The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.
- 4.6.2 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a subdivision and shall be enforceable against the proprietor of each and every lot from time to time so burdened.
- 4.6.3 The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the full extent permitted by law.

Any release, variation or modification of these restrictions will be made and done in all respects at the cost and expense of the person or persons requesting same.

Plan: Plan of Subdivision of Lot 328 DPXXXXXXX
covered by Subdivision Certificate
No.
dated

4.7 Terms of Restriction on the Use of Land in the plan

4.7.1 The owner of each Burdened lot must not:-

- a) subdivide the Burdened lot if the subdivision would create a lot with an area that is less than 1,500 square metres; and
- b) subdivide the Burdened lot so as to create lots in a strata plan or community title scheme; and
- c) erect any habitable building on the Burdened lot outside the relevant building envelope for the lot designated A on the Plan.
- d) erect any more than one dwelling house on the Burdened lot.

4.8 Name of person or Authority empowered to release, vary or modify the Restrictions as to User in the Plan:

The name of the person or entity having the power to release, vary or modify this Restriction as to User is Valhalla Investments Pty Ltd and if Valhalla Investments Pty Ltd no longer exists, or is not the registered proprietor of the land comprised in the plan of subdivision, then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

5. Terms of Right of Access numbered 5 in the Plan

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

The lots burdened, only with the consent of Maitland City Council

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

Sheet 6 of 7

Plan:

Plan of Subdivision of Lot 328 DPXXXXXXX
covered by Subdivision Certificate
No.
dated

Executed by Maitland City Council by its authorised delegate pursuant to s.377 Local
Government Act 1993

Signature of delegate

.....

Name of delegate

.....

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

Signature of Witness

.....

Name of Witness

.....

Address of Witness

.....

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

Sheet 7 of 7

Plan:

Plan of Subdivision of Lot 328 DPXXXXXXX
covered by Subdivision Certificate
No.
dated

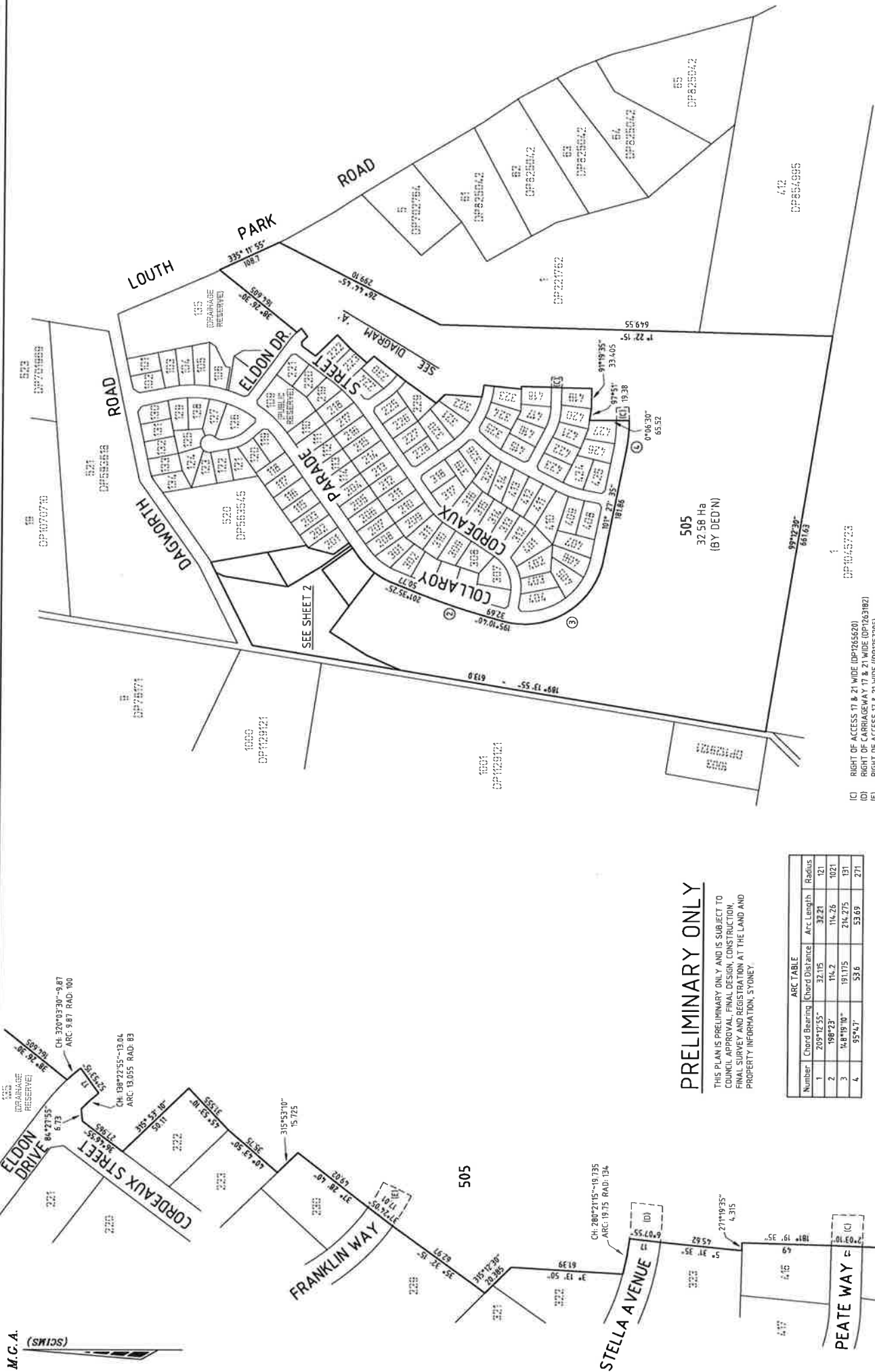
Executed by VALHALLA INVESTMENTS PTY LIMITED
(ABN 88 008 416 028) in accordance with
Section 127 of the Corporations Act.

.....
Signature of Director
Print name:

.....
Signature of Director
Print name:

DRAFT

'Stage 5' – Draft Documents



PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.

ARC TABLE			
Number	Chord Bearing	Chord Distance	Radius
1	209°12'55"	32.05	121
2	98°23'	114.2	1021
3	148°19'10"	191.75	131
4	95°47'	53.6	53.69
271			

- (C) RIGHT OF ACCESS 17 & 21 WIDE (DP1265620)
- (D) RIGHT OF CORRIDORWAY 17 & 21 WIDE (DP1265162)
- (E) RIGHT OF ACCESS 17 & 21 WIDE (DP12651205)

DIAGRAM 'A'

SURVEYOR
Name: THOMAS F CAMPBELL
Date:
Reference: 20375_DP(Draft)_R1_200707

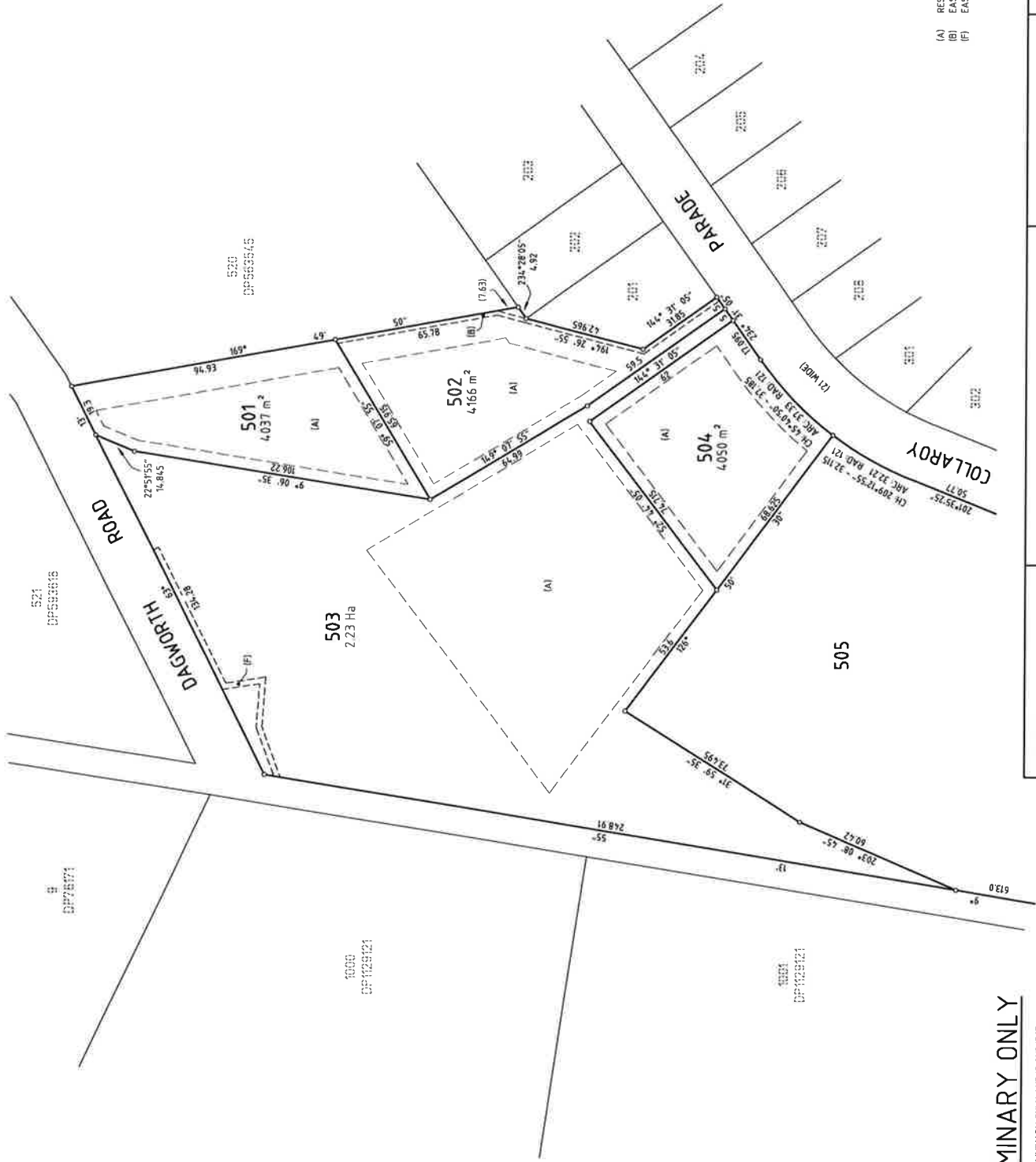
PLAN OF SUBDIVISION OF LOT 428 DP1265620

LGA: MAITLAND
Locality: LOUTH PARK
Reduction Ratio 1:4000
Lengths are in metres.

DP1265621

M.C.A.

(SMICS)



(A) RESTRICTION ON THE USE OF LAND
(B) EASEMENT TO DRAIN WATER 15 WIDE
(F) EASEMENT FOR WATER SUPPLY 2 WIDE (DP257205)

PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO
COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION,
FINAL SURVEY AND REGISTRATION AT THE LAND AND
PROPERTY INFORMATION, SYDNEY.

SURVEYOR
Name: THOMAS F CAMPBELL
Date:
Reference: 20375_DP(Draft)_R1_200707

PLAN OF SUBDIVISION OF LOT 428 DP1265620

LGA: MAITLAND
Locality: LOUTH PARK
Reduction Ratio 1:1000
Lengths are in metres.

REGISTERED

DP1265621

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p>Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p>Office Use Only</p> <p>PRELIMINARY ONLY</p> <p>THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.</p>	
<p>PLAN OF SUBDIVISION OF LOT 428 DP1265620</p>	<p>LGA: MAITLAND</p> <p>Locality: LOUTH PARK</p> <p>Parish: MAITLAND</p> <p>County: NORTHUMBERLAND</p>	
<p>Survey Certificate</p> <p>I, THOMAS F CAMPBELL of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **..... LOT 505) 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, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8704</p> <p>Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p>* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p>Crown Lands NSW/Western Lands Office Approval</p> <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.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1251415</p> <p>DP 1246277</p>	<p>Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 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.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>* Strike through if inapplicable</p>	
<p>Surveyor's Reference: 20375_DP(Draft)_R1_200707</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

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

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
<div>Office Use Only</div> <div>Registered:</div>		<div>Office Use Only</div> <div>PRELIMINARY ONLY</div> <div>THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.</div> <div>This sheet is for the provision of the following information as required:<ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals - See 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</div>
<div>PLAN OF SUBDIVISION OF LOT 428</div> <div>DP1265620</div>		
<div>Subdivision Certificate number :</div> <div>Date of Endorsement :</div>		
<div>Executed by VALHALLA INVESTMENTS PTY LIMITED</div> <div>ABN 88 008 416 028 by:</div> <div><div>.....</div><div>Director</div><div>.....</div><div>Name</div></div> <div><div>.....</div><div>Director</div><div>.....</div><div>Name</div></div>		
<div>If space is insufficient use additional annexure sheet</div>		
<div>Surveyor's Reference: 20375_DP(Draft)_R1_200707</div>		

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

Sheet 1 of 7

Plan: Plan of Subdivision of Lot 428 DP1265620
covered by Subdivision Certificate
No.
dated

**Full Name and Address of the
Registered Proprietor of the Land**

Valhalla Investments Pty Limited
(ABN 88 008 416 028)
PO Box 250
Newcastle NSW 2300

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Restriction on the Use of the Land (A)	501 to 504 inclusive	Maitland City Council
2	Restriction on the Use of the Land	501 to 504 inclusive	Maitland City Council
3	Restriction on the Use of the Land	503 & 504	Maitland City Council
4	Restriction on the Use of the Land	501, 502 & 504	503
5	Easement to drain water 1.5 wide (B)	502	501

Part 2 (Terms)

1. Terms of Restriction on the Use of Land numbered 1 in the Plan

- 1.1 No building shall be constructed outside the nominated building envelope being areas designated (A) on the Plan.
- 1.2 **Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;**
Maitland City Council for Lots burdened and benefited.

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

Sheet 2 of 7

Plan: Plan of Subdivision of Lot 428 DP1265620
covered by Subdivision Certificate
No.
dated

2. Terms of Restriction on the Use of The Land numbered 2 in the Plan

2.1 The subject site may be affected by mine subsidence as part of the site has been undermined in the past. It is the responsibility of the Lot owners to carry out any mine subsidence investigations prior to building on the site.

2.2 Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;

Maitland City Council for Lots burdened and benefited.

3. Terms of Restriction on the Use of Land numbered 3 in the Plan

3.1 Any Lots facing Louth Park and Dagworth Roads along the eastern boundary of the road and Lots with a width over 35m shall on the said boundary have fencing of post and wire and timber rail construction.

3.2 Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;

Maitland City Council for Lots burdened and benefited.

4. Terms of Restrict on the Use of Land numbered 4 in the Plan

4.1 Dwelling House

4.1.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 200m² exclusive of car accommodation, external landings and patios.

4.1.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass or concrete treated with painted texture render.

4.1.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colourbond. Untreated zincalume is prohibited.

4.1.4 No more than one main residential dwelling shall be erected on any lot burdened, nor are ancillary buildings to be used for residential accommodation.

4.1.5 No existing dwelling house or relocatable type dwelling or existing shed or relocatable type shed shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

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

Sheet 3 of 7

Plan: Plan of Subdivision of Lot 428 DP1265620
covered by Subdivision Certificate
No.
dated

4.2 Fences

4.2.1 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same:-

- a) (Road Boundary) Is erected on any road boundary that fence exceeds 1200mm in height or is constructed of materials other than rural style, post and three rails with or without wire mesh. The upper surface of the top rail being 1200mm high, the middle rail being 820mm high and the lower rail being 470mm high.
- b) (Road to building line) Is erected from the road boundary to the building line as fixed by the Maitland City Council is 1200mm high or is constructed in materials other than rural style post and two rails with wire mesh.
- c) (Other boundaries) Is constructed on a boundary behind the building line that exceeds 1800mm in height or is constructed of materials other than post and wire with wire mesh or post and rail and wire mesh.
- d) Is other than hard wood post and rails.
- e) Has rails other than dimensions of 30mm wide and 140mm high.

4.2.2 Fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not comprise sheet material such as colourbond, fibro cement or paling fences. This covenant does not preclude safety fencing associated with swimming pools.

4.2.3 No fence shall be erected on a lot burdened unless it is erected without expense to Valhalla Investments Pty Ltd, its successors and permitted assigns.

4.4 Ancillary Buildings

4.4.1 No building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless:-

- a) It is situated at the rear of the dwelling house; and
- b) It has an internal floor area of less than 100 m².
- c) It is less than 4.5 metres in height.
- d) It is no more than one single structure (and only one outbuilding is permitted to be constructed upon the lot)

4.4.2 No shed, or other farm type outbuilding shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanised iron or similar material provided that new colourbond metal sheeting may be used in the external walls of a farm

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

Sheet 4 of 7

Plan: Plan of Subdivision of Lot 428 DP1265620
covered by Subdivision Certificate
No.
dated

building where such colourbond metal sheeting has a low reflective index and is of earth tone colours.

4.5 Prohibited activities

- 4.5.1 No obnoxious, noisy or offensive occupation, boarding kennels, boarding facilities, trade or business shall be conducted or carried out on any lot burdened.
- 4.5.2 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.
- 4.5.3 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.
- 4.5.4 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.
- 4.5.5 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind at the rear of the dwelling house erected on the lot burdened.
- 4.5.6 No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.
- 4.5.7 No livestock shall be permitted to remain on the lot burdened.

4.6 Acknowledgement of Covenants

- 4.6.1 The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.
- 4.6.2 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a subdivision and shall be enforceable against the proprietor of each and every lot from time to time so burdened.
- 4.6.3 The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the full extent permitted by law.

Any release, variation or modification of these restrictions will be made and done in all respects at the cost and expense of the person or persons requesting same.

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

Sheet 5 of 7

Plan: Plan of Subdivision of Lot 428 DP1265620
covered by Subdivision Certificate
No.
dated

4.7 Terms of Restriction on the Use of Land in the plan

4.7.1 The owner of each Burdened lot must not:-

- a) subdivide the Burdened lot if the subdivision would create a lot with an area that is less than 1,500 square metres; and
- b) subdivide the Burdened lot so as to create lots in a strata plan or community title scheme; and
- c) erect any habitable building on the Burdened lot outside the relevant building envelope for the lot designated A on the Plan.
- d) erect any more than one dwelling house on the Burdened lot.

4.8 Name of person or Authority empowered to release, vary or modify the Restrictions as to User in the Plan:

The name of the person or entity having the power to release, vary or modify this Restriction as to User is Valhalla Investments Pty Ltd and if Valhalla Investments Pty Ltd no longer exists, or is not the registered proprietor of the land comprised in the plan of subdivision, then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

5. Terms of Easement to Drain Water numbered 5 in the Plan

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

The lots burdened and benefited, only with the consent of Maitland City Council

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

Sheet 6 of 7

Plan: Plan of Subdivision of Lot 428 DP1265620
covered by Subdivision Certificate
No.
dated

Executed by Maitland City Council by its authorised delegate pursuant to s.377 Local
Government Act 1993

Signature of delegate

Name of delegate

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

Signature of Witness

Name of Witness

Address of Witness

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

Sheet 7 of 7

Plan:

Plan of Subdivision of Lot 428 DP1265620
covered by Subdivision Certificate
No.
dated

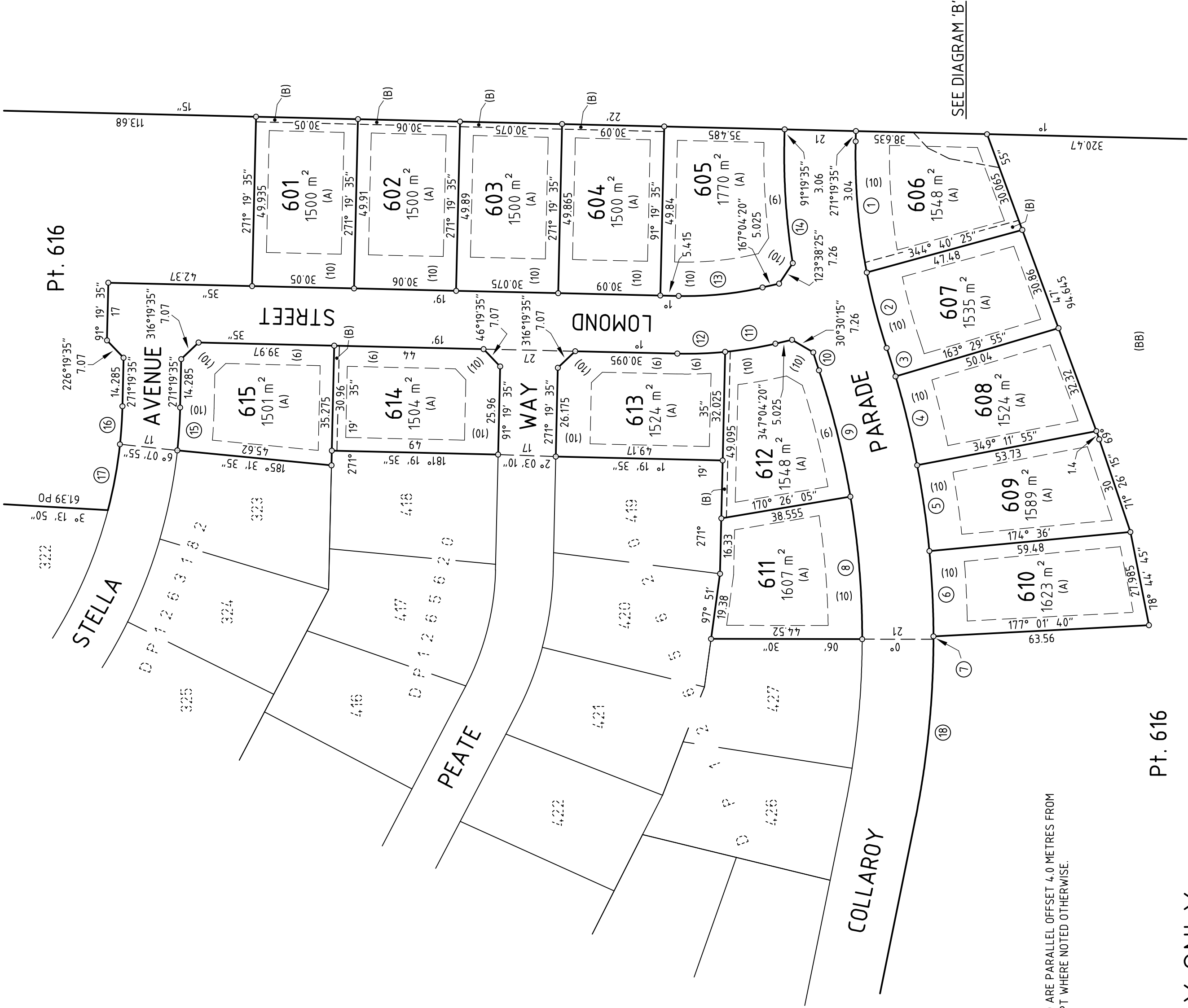
**Executed by VALHALLA INVESTMENTS PTY LIMITED
(ABN 88 008 416 028) in accordance with
Section 127 of the Corporations Act.**

.....
Signature of Director
Print name:

.....
Signature of Director
Print name:

'Stage 6' – Draft Documents

M.G.A.



NOTE:
RESTRICTION AREAS (A) ARE PARALLEL OFFSET 4.0 METRES FROM
LOT BOUNDARIES EXCEPT WHERE NOTED OTHERWISE.

Pt. 616

PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO
COUNCIL APPROVAL. FINAL DESIGN, CONSTRUCTION,
FINAL SURVEY AND REGISTRATION AT THE LAND AND
PROPERTY INFORMATION, SYDNEY.

SURVEYOR
Name: THOMAS F CAMPBELL
Date:
Reference: 20378_DP(Draft)_R2_200917

PLAN OF SUBDIVISION OF LOT 505 DP1265621

LGA: MAITLAND
Locality: LOUTH PARK
Reduction Ratio 1:1000
Lengths are in metres.

REGISTERED

DP1265622

- (A) RESTRICTION ON THE USE OF LAND
(B) EASEMENT TO DRAIN WATER 1.5 & 3 WIDE
(C) POSITIVE COVENANT
(BB) AREA BENEFITED BY EASEMENT TO DRAIN WATER 1.5 & 3 WIDE

ARC TABLE			
Number	Chord Bearing	Chord Distance	Arc Length Radius
1	265°08'25"	38.79	38.865 180
2	255°17'45"	22.975	22.995 180
3	252°34'	8.805	8.805 271
4	256°20'55"	26.95	26.96 271
5	261°53'55"	25.54	25.545 271
6	267°15'45"	25.175	25.185 271
7	270°01'	0.87	0.87 271
8	85°16'20"	42.16	42.21 250
9	76°02'10"	38.355	38.39 250
10	252°25'45"	5.565	5.57 201
11	350°44'40"	14.985	14.995 117
12	357°52'20"	14.1	14.11 117
13	174°12'	24.815	24.88 100
14	86°07'25"	36.455	36.505 201
15	273°43'45"	12.66	12.665 151
16	273°43'45"	11.235	11.24 134
17	280°21'15"	19.735 P0	19.75 134
18	95°53'45"	51.16 P0	51.25 271

DIAGRAM 'B'

RR 1:500

1
DP221762

PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p> <h2 style="text-align: center;">PRELIMINARY ONLY</h2> <p>THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.</p>	
<p>PLAN OF SUBDIVISION OF LOT 505 DP1265621</p>	<p>LGA: MAITLAND</p> <p>Locality: LOUTH PARK</p> <p>Parish: MAITLAND</p> <p>County: NORTHUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, THOMAS F CAMPBELL of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(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</p> <p>*(b) The part of the land shown in the plan (*Being/*excluding **..... LOT 616.....) 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, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8704</p> <p>Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p>* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <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.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 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.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>* Strike through if inapplicable</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1251415 DP 1246277 DP 1263182 DP 1265620 DP 1265621</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE LOMOND STREET & THE EXTENSIONS OF COLLAROY PARADE, PEATE WAY & STELLA AVENUE TO THE PUBLIC AS PUBLIC ROAD.</p>	
<p>Surveyor's Reference: 20378_DP(Draft)_R2_200917</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)																																																																																					
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Subdivision Certificate number : Date of Endorsement :		This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals - See 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																																																																																					
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none">1. RESTRICTION ON THE USE OF LAND (A)2. RESTRICTION ON THE USE OF LAND3. RESTRICTION ON THE USE OF LAND4. RESTRICTION ON THE USE OF LAND5. EASEMENT TO DRAIN WATER 1.5 & 3 WIDE (B)6. POSITIVE COVENANT (C) <p>TO RELEASE:-</p> <ol style="list-style-type: none">1. RIGHT OF ACCESS 17 & 21 WIDE (DP1265620)2. RIGHT OF CARRIAGEWAY 17 & 21 WIDE (DP1263182) <table><thead><tr><th>LOT</th><th>STREET No.</th><th>ROAD NAME</th><th>ROAD TYPE</th><th>LOCALITY</th></tr></thead><tbody><tr><td>601</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>602</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>603</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>604</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>605</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>606</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>607</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>608</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>609</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>610</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>611</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>612</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>613</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>614</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>615</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr><tr><td>616</td><td></td><td></td><td></td><td>LOUTH PARK</td></tr></tbody></table> <p>If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: 20378_DP(Draft)_R2_200917</p>			LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY	601				LOUTH PARK	602				LOUTH PARK	603				LOUTH PARK	604				LOUTH PARK	605				LOUTH PARK	606				LOUTH PARK	607				LOUTH PARK	608				LOUTH PARK	609				LOUTH PARK	610				LOUTH PARK	611				LOUTH PARK	612				LOUTH PARK	613				LOUTH PARK	614				LOUTH PARK	615				LOUTH PARK	616				LOUTH PARK
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PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
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PLAN OF SUBDIVISION OF LOT 505 DP1265621		THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.
Subdivision Certificate number : Date of Endorsement :		This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals - See 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
<div>Executed by VALHALLA INVESTMENTS PTY LIMITED ABN 88 008 416 028 by:</div> <div><div>..... Director</div><div>..... Name</div></div> <div><div>..... Director</div><div>..... Name</div></div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 20378_DP(Draft)_R2_200917		

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

Sheet 1 of 8

Plan:

Plan of Subdivision of Lot 505 DP1265621
covered by Subdivision Certificate
No.
dated

**Full Name and Address of the
Registered Proprietor of the Land**

Valhalla Investments Pty Limited
(ABN 88 008 416 028)
PO Box 250
Newcastle NSW 2300

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Restriction on the Use of the Land (A)	601 to 615 inclusive	Maitland City Council
2	Restriction on the Use of the Land	601 to 615 inclusive	Maitland City Council
3	Restriction on the Use of the Land	605, 606, 611 to 615 inclusive	Maitland City Council
4	Restriction on the Use of the Land	601 to 615 inclusive	503/1265621
5	Easement to drain water 1.5 & 3 wide (B)	604 603 602 601 606 612 614	605 605, 604 605, 604, 603 605, 604, 603, 602 Part of 616 designated (BB) in the Plan 611 418/1265620
6	Positive Covenant (C)	606	Maitland City Council

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

Sheet 2 of 8

Plan:

Plan of Subdivision of Lot 505 DP1265621
covered by Subdivision Certificate
No.
dated

Part 1a (Release)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Right of Access 17 & 21 wide (DP1265620)	505/1265621	Maitland City Council
2	Right of Carriageway 17 & 21 wide (DP1263182)	505/1265621	Maitland City Council

Part 2 (Terms)

1. Terms of Restriction on the Use of Land numbered 1 in the Plan

- 1.1 No building shall be constructed outside the nominated building envelope being areas designated (A) on the Plan.
- 1.2 **Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;**
Maitland City Council for Lots burdened and benefited.

2. Terms of Restriction on the Use of The Land numbered 2 in the Plan

- 2.1 The subject site may be affected by mine subsidence as part of the site has been undermined in the past. It is the responsibility of the Lot owners to carry out any mine subsidence investigations prior to building on the site.
- 2.2 **Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;**
Maitland City Council for Lots burdened and benefited.

3. Terms of Restriction on the Use of Land numbered 3 in the Plan

- 3.1 Any Lots facing Louth Park and Dagworth Roads along the eastern boundary of the road and Lots with a width over 35m shall on the said boundary have fencing of post and wire and timber rail construction.

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

Sheet 3 of 8

Plan: Plan of Subdivision of Lot 505 DP1265621
covered by Subdivision Certificate
No.
dated

- 3.2 **Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;**
Maitland City Council for Lots burdened and benefited.

4. **Terms of Restrict on the Use of Land numbered 4 in the Plan**

4.1 **Dwelling House**

- 4.1.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 200m² exclusive of car accommodation, external landings and patios.
- 4.1.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass or concrete treated with painted texture render.
- 4.1.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colourbond. Untreated zincalume is prohibited.
- 4.1.4 No more than one main residential dwelling shall be erected on any lot burdened, nor are ancillary buildings to be used for residential accommodation.
- 4.1.5 No existing dwelling house or relocatable type dwelling or existing shed or relocatable type shed shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

4.2 **Fences**

- 4.2.1 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same:-
- a) (Road Boundary) Is erected on any road boundary that fence exceeds 1200mm in height or is constructed of materials other than rural style, post and three rails with or without wire mesh. The upper surface of the top rail being 1200mm high, the middle rail being 820mm high and the lower rail being 470mm high.
 - b) (Road to building line) Is erected from the road boundary to the building line as fixed by the Maitland City Council is 1200mm high or is constructed in materials other than rural style post and two rails with wire mesh.
 - c) (Other boundaries) Is constructed on a boundary behind the building line that exceeds 1800mm in height or is constructed of materials other than post and wire with wire mesh or post and rail and wire mesh.
 - d) Is other than hard wood post and rails.

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

Sheet 4 of 8

Plan: Plan of Subdivision of Lot 505 DP1265621
covered by Subdivision Certificate
No.
dated

e) Has rails other than dimensions of 30mm wide and 140mm high.

4.2.2 Fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not comprise sheet material such as colourbond, fibro cement or paling fences. This covenant does not preclude safety fencing associated with swimming pools.

4.2.3 No fence shall be erected on a lot burdened unless it is erected without expense to Valhalla Investments Pty Ltd, its successors and permitted assigns.

4.4 Ancillary Buildings

4.4.1 No building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless:-

- a) It is situated at the rear of the dwelling house; and
- b) It has an internal floor area of less than 100 m².
- c) It is less than 4.5 metres in height.
- d) It is no more than one single structure (and only one outbuilding is permitted to be constructed upon the lot)

4.4.2 No shed, or other farm type outbuilding shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanised iron or similar material provided that new colourbond metal sheeting may be used in the external walls of a farm building where such colourbond metal sheeting has a low reflective index and is of earth tone colours.

4.5 Prohibited activities

4.5.1 No obnoxious, noisy or offensive occupation, boarding kennels, boarding facilities, trade or business shall be conducted or carried out on any lot burdened.

4.5.2 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.

4.5.3 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.

4.5.4 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.

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

Sheet 5 of 8

Plan: Plan of Subdivision of Lot 505 DP1265621
covered by Subdivision Certificate
No.
dated

4.5.5 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind at the rear of the dwelling house erected on the lot burdened.

4.5.6 No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.

4.5.7 No livestock shall be permitted to remain on the lot burdened.

4.6 Acknowledgement of Covenants

4.6.1 The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.

4.6.2 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a subdivision and shall be enforceable against the proprietor of each and every lot from time to time so burdened.

4.6.3 The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the full extent permitted by law.

Any release, variation or modification of these restrictions will be made and done in all respects at the cost and expense of the person or persons requesting same.

4.7 Terms of Restriction on the Use of Land in the plan

4.7.1 The owner of each Burdened lot must not:-

- a) subdivide the Burdened lot if the subdivision would create a lot with an area that is less than 1,500 square metres; and
- b) subdivide the Burdened lot so as to create lots in a strata plan or community title scheme; and
- c) erect any habitable building on the Burdened lot outside the relevant building envelope for the lot designated A on the Plan.
- d) erect any more than one dwelling house on the Burdened lot.

4.8 Name of person or Authority empowered to release, vary or modify the Restrictions as to User in the Plan:

The name of the person or entity having the power to release, vary or modify this Restriction as to User is Valhalla Investments Pty Ltd and if Valhalla Investments Pty

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

Sheet 6 of 8

Plan: Plan of Subdivision of Lot 505 DP1265621
covered by Subdivision Certificate
No.
dated

Ltd no longer exists, or is not the registered proprietor of the land comprised in the plan of subdivision, then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

5. Terms of Easement to Drain Water numbered 5 in the Plan

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

The lots burdened and benefited, only with the consent of Maitland City Council

6. Terms of Positive Covenant numbered 6 in the Plan

The proprietor of the burdened lot shall maintain the area designated (C) in the Plan as an Inner Protection Area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

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

Sheet 7 of 8

Plan: Plan of Subdivision of Lot 505 DP1265621
covered by Subdivision Certificate
No.
dated

Executed by Maitland City Council by its authorised delegate pursuant to s.377 Local
Government Act 1993

Signature of delegate

Name of delegate

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

Signature of Witness

Name of Witness

Address of Witness

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

Sheet 8 of 8

Plan:

Plan of Subdivision of Lot 505 DP1265621
covered by Subdivision Certificate
No.
dated

**Executed by VALHALLA INVESTMENTS PTY LIMITED
(ABN 88 008 416 028)** in accordance with
Section 127 of the Corporations Act.

.....
Signature of Director
Print name:

.....
Signature of Director
Print name:

'Stage 7' – Draft Documents

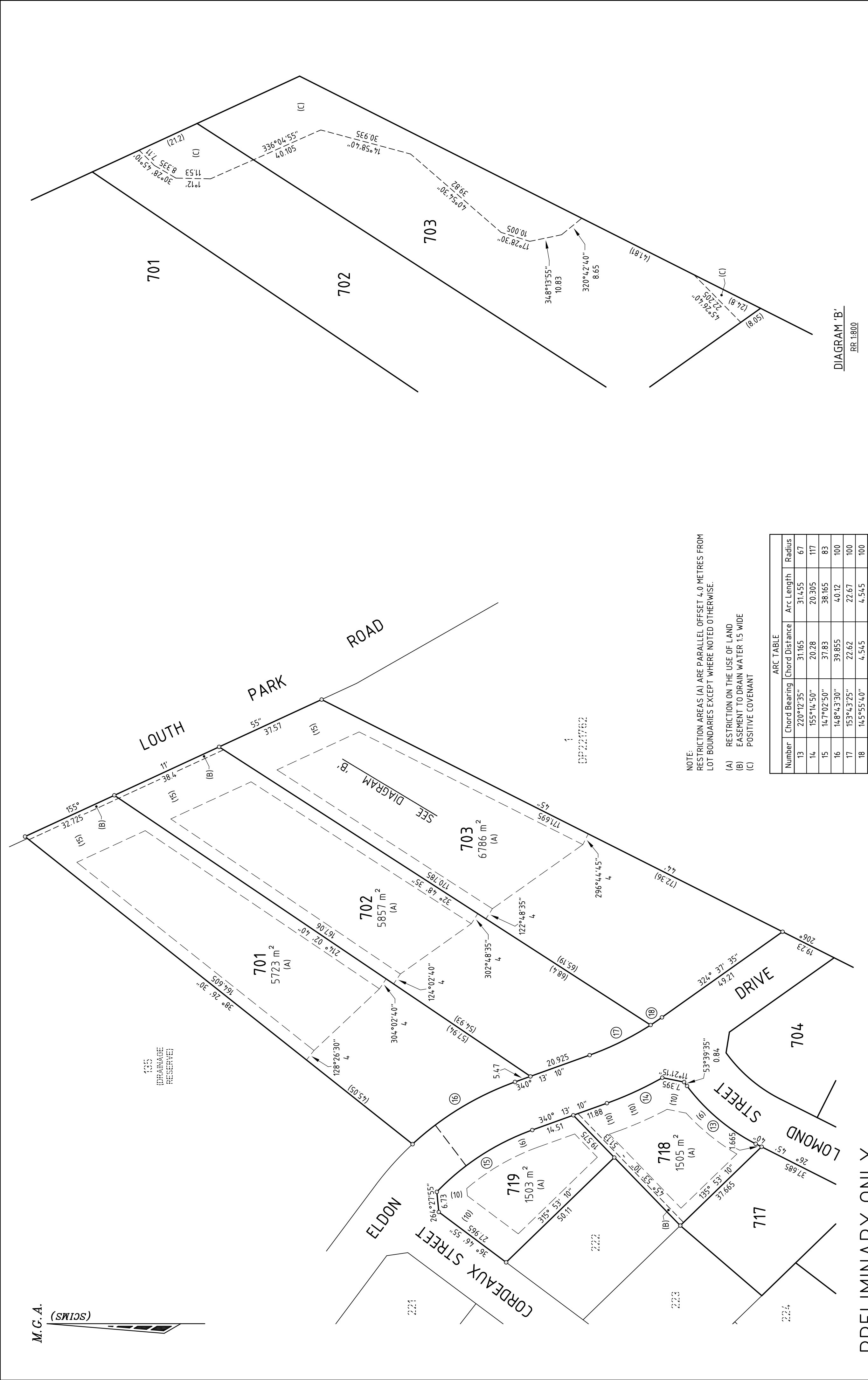


DIAGRAM 'B'

RR 1:800

NOTE:
RESTRICTION AREAS (A) ARE PARALLEL OFFSET 4.0 METRES FROM LOT BOUNDARIES EXCEPT WHERE NOTED OTHERWISE.

- (A) RESTRICTION ON THE USE OF LAND
- (B) EASEMENT TO DRAIN WATER 1.5 WIDE
- (C) POSITIVE COVENANT

ARC TABLE			
Number	Chord Bearing	Chord Distance	Arc Length Radius
13	220°12'35"	31.165	314.55 67
14	155°14'50"	20.28	20.305 117
15	147°02'50"	37.83	38.165 83
16	148°43'30"	39.855	40.12 100
17	153°43'25"	22.62	22.67 100
18	145°55'40"	4.545	4.545 100

PRELIMINARY ONLY

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SURVEYOR

Name: THOMAS F CAMPBELL

Date:

Reference: 20379_DP(Draft)_R2_200917

PLAN OF SUBDIVISION OF LOT 616 DP1265622

REGISTERED

LGA: MAITLAND

Locality: LOUTH PARK

Reduction Ratio 1:800

Lengths are in metres.

DP1265624

PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p>Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p>Office Use Only</p> <h2 style="text-align: center;">PRELIMINARY ONLY</h2> <p>THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.</p>	
<p>PLAN OF SUBDIVISION OF LOT 616 DP1265622</p>	<p>LGA: MAITLAND</p> <p>Locality: LOUTH PARK</p> <p>Parish: MAITLAND</p> <p>County: NORTHUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, THOMAS F CAMPBELL of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(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</p> <p>*(b) The part of the land shown in the plan (*Being/*excluding **..... LOT 720.....) 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, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8704</p> <p>Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p>* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <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.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 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.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>* Strike through if inapplicable</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1251415 DP 1246277 DP 1263182 DP 1265620 DP 1265621 DP 1265622</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSIONS OF LOMOND STREET, FRANKLIN WAY & ELDON DRIVE TO THE PUBLIC AS PUBLIC ROAD.</p>	
<p>Surveyor's Reference: 20379_DP(Draft)_R2_200917</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)																																																																																																									
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<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none">1. RESTRICTION ON THE USE OF LAND (A)2. RESTRICTION ON THE USE OF LAND3. RESTRICTION ON THE USE OF LAND4. RESTRICTION ON THE USE OF LAND5. EASEMENT TO DRAIN WATER 1.5 WIDE (B)6. POSITIVE COVENANT (C)7. RESTRICTION ON THE USE OF LAND <p>TO RELEASE:-</p> <ol style="list-style-type: none">1. RIGHT OF ACCESS 17 & 21 WIDE (DP1257205)																																																																																																											
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PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
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<div>Executed by VALHALLA INVESTMENTS PTY LIMITED ABN 88 008 416 028 by:</div> <div><div>..... Director</div><div>..... Name</div></div> <div><div>..... Director</div><div>..... Name</div></div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 20379_DP(Draft)_R2_200917		

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

Sheet 1 of 8

Plan:

Plan of Subdivision of Lot 616 DP1265622
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dated

**Full Name and Address of the
Registered Proprietor of the Land**

Valhalla Investments Pty Limited
(ABN 88 008 416 028)
PO Box 250
Newcastle NSW 2300

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Restriction on the Use of the Land (A)	701 to 719 inclusive	Maitland City Council
2	Restriction on the Use of the Land	701 to 719 inclusive	Maitland City Council
3	Restriction on the Use of the Land	702, 702, 703, 704, 707, 708, 712, 715, 717 & 719	Maitland City Council
4	Restriction on the Use of the Land	701 to 719 inclusive	503/1265621
5	Easement to Drain Water 1.5 wide (B)	711 710 709 708 707 706 705 704 718	601/1265622 601/1265622, 711 601/1265622, 711, 710 601/1265622, 711, 710, 709 601/1265622, 711, 710, 709, 708 601/1265622, 711, 710, 709, 708, 707 601/1265622, 711, 710, 709, 708, 707, 706 601/1265622, 711, 710, 709, 708, 707, 706, 705 717
6	Positive Covenant (C)	702 to 709 inclusive	Maitland City Council

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

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Plan:

Plan of Subdivision of Lot 616 DP1265622
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7	Restriction on the Use of Land	701 to 703 inclusive	Maitland City Council
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Part 1a (Release)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Right of Access 17 & 21 wide (DP1257205)	616/1265622	Maitland City Council

Part 2 (Terms)

1. Terms of Restriction on the Use of Land numbered 1 in the Plan

1.1 No building shall be constructed outside the nominated building envelope being areas designated (A) on the Plan.

1.2 Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;

Maitland City Council for Lots burdened and benefited.

2. Terms of Restriction on the Use of The Land numbered 2 in the Plan

2.1 The subject site may be affected by mine subsidence as part of the site has been undermined in the past. It is the responsibility of the Lot owners to carry out any mine subsidence investigations prior to building on the site.

2.2 Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;

Maitland City Council for Lots burdened and benefited.

3. Terms of Restriction on the Use of Land numbered 3 in the Plan

3.1 Any Lots facing Louth Park and Dagworth Roads along the eastern boundary of the road and Lots with a width over 35m shall on the said boundary have fencing of post and wire and timber rail construction.

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

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Plan: Plan of Subdivision of Lot 616 DP1265622
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3.2 Name of person empowered to release, vary or modify restriction on use of land referred to in the above Plan;
Maitland City Council for Lots burdened and benefited.

4. Terms of Restrict on the Use of Land numbered 4 in the Plan

4.1 Dwelling House

- 4.1.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 200m² exclusive of car accommodation, external landings and patios.
- 4.1.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass or concrete treated with painted texture render.
- 4.1.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colourbond. Untreated zincalume is prohibited.
- 4.1.4 No more than one main residential dwelling shall be erected on any lot burdened, nor are ancillary buildings to be used for residential accommodation.
- 4.1.5 No existing dwelling house or relocatable type dwelling or existing shed or relocatable type shed shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

4.2 Fences

- 4.2.1 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same:-
 - a) (Road Boundary) Is erected on any road boundary that fence exceeds 1200mm in height or is constructed of materials other than rural style, post and three rails with or without wire mesh. The upper surface of the top rail being 1200mm high, the middle rail being 820mm high and the lower rail being 470mm high.
 - b) (Road to building line) Is erected from the road boundary to the building line as fixed by the Maitland City Council is 1200mm high or is constructed in materials other than rural style post and two rails with wire mesh.
 - c) (Other boundaries) Is constructed on a boundary behind the building line that exceeds 1800mm in height or is constructed of materials other than post and wire with wire mesh or post and rail and wire mesh.
 - d) Is other than hard wood post and rails.

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

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Plan: Plan of Subdivision of Lot 616 DP1265622
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e) Has rails other than dimensions of 30mm wide and 140mm high.

4.2.2 Fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not comprise sheet material such as colourbond, fibro cement or paling fences. This covenant does not preclude safety fencing associated with swimming pools.

4.2.3 No fence shall be erected on a lot burdened unless it is erected without expense to Valhalla Investments Pty Ltd, its successors and permitted assigns.

4.4 Ancillary Buildings

4.4.1 No building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless:-

- a) It is situated at the rear of the dwelling house; and
- b) It has an internal floor area of less than 100 m².
- c) It is less than 4.5 metres in height.
- d) It is no more than one single structure (and only one outbuilding is permitted to be constructed upon the lot)

4.4.2 No shed, or other farm type outbuilding shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanised iron or similar material provided that new colourbond metal sheeting may be used in the external walls of a farm building where such colourbond metal sheeting has a low reflective index and is of earth tone colours.

4.5 Prohibited activities

4.5.1 No obnoxious, noisy or offensive occupation, boarding kennels, boarding facilities, trade or business shall be conducted or carried out on any lot burdened.

4.5.2 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.

4.5.3 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.

4.5.4 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.

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

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Plan: Plan of Subdivision of Lot 616 DP1265622
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4.5.5 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind at the rear of the dwelling house erected on the lot burdened.

4.5.6 No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.

4.5.7 No livestock shall be permitted to remain on the lot burdened.

4.6 Acknowledgement of Covenants

4.6.1 The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.

4.6.2 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a subdivision and shall be enforceable against the proprietor of each and every lot from time to time so burdened.

4.6.3 The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the full extent permitted by law.

Any release, variation or modification of these restrictions will be made and done in all respects at the cost and expense of the person or persons requesting same.

4.7 Terms of Restriction on the Use of Land in the plan

4.7.1 The owner of each Burdened lot must not:-

- a) subdivide the Burdened lot if the subdivision would create a lot with an area that is less than 1,500 square metres; and
- b) subdivide the Burdened lot so as to create lots in a strata plan or community title scheme; and
- c) erect any habitable building on the Burdened lot outside the relevant building envelope for the lot designated A on the Plan.
- d) erect any more than one dwelling house on the Burdened lot.

4.8 Name of person or Authority empowered to release, vary or modify the Restrictions as to User in the Plan:

The name of the person or entity having the power to release, vary or modify this Restriction as to User is Valhalla Investments Pty Ltd and if Valhalla Investments Pty

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

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Plan: Plan of Subdivision of Lot 616 DP1265622
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dated

Ltd no longer exists, or is not the registered proprietor of the land comprised in the plan of subdivision, then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

5. Terms of Easement to Drain Water numbered 5 in the Plan

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

The lots burdened and benefited, only with the consent of Maitland City Council

6. Terms of Positive Covenant numbered 6 in the Plan

The proprietor of the burdened lot shall maintain the area designated (C) in the Plan as an Inner Protection Area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

7. Terms of Restrict on the Use of Land numbered 7 in the Plan

7.1 The floor level of dwellings being constructed will be not be less than the adopted Flood Planning Level ("FPL") or 500mm above the 1% Annual Exceedance Probability ("AEP") flood event or at a level otherwise approved by Maitland City Council.

7.2 Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 7 in the plan:

The lots burdened, only with the consent of Maitland City Council

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE
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Plan: Plan of Subdivision of Lot 616 DP1265622
covered by Subdivision Certificate
No.
dated

Executed by Maitland City Council by its authorised delegate pursuant to s.377 Local
Government Act 1993

Signature of delegate

Name of delegate

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

Signature of Witness

Name of Witness

Address of Witness

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

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Plan:

Plan of Subdivision of Lot 616 DP1265622
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dated

**Executed by VALHALLA INVESTMENTS PTY LIMITED
(ABN 88 008 416 028)** in accordance with
Section 127 of the Corporations Act.

.....
Signature of Director
Print name:

.....
Signature of Director
Print name:

Certificate No.: PC/2020/1888

Certificate Date: 13/07/2020

Fee Paid: \$53.00

Receipt No.: 766096

Your Reference: 74251

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Infotrack ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	31 Cordeaux Street LOUTH PARK NSW 2320
PARCEL NUMBER:	100486
LEGAL DESCRIPTION:	Lot 328 DP 1263182

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

Please check for any item, which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, please contact Council by phoning (02) 4934 9700, or personally at Council's Administration Building at 285-287 High Street, Maitland.

The information provided in this Certificate relates only to the land described above. If you require information about adjoining or nearby land, or about the Council's development policies or codes for the general area, contact Council's Planning & Environment Department.

All information provided is correct as at the date of issue of this Certificate, however it is possible for changes to occur at any time after the issue of this Certificate. We recommend that you only rely upon a very recent Certificate.

The following responses are based on the Council's records and/or information from sources outside the Council. The responses are provided with all due care and in good faith, however the Council cannot accept responsibility for any omission or inaccuracy arising from information outside the control of the Council.

Furthermore, while this Certificate indicates the general effect of the zoning of the abovementioned land, it is suggested that the applicable planning instruments be further investigated to determine any additional requirements.

Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available from Council's [website](#).

PART 1: MATTERS PROVIDED PURSUANT TO SECTION 10.7 (2)

1. Local Environmental Plan (LEP)

Maitland LEP 2011, published 16 December 2011, applies to the land.

Exhibited draft Local Environmental Plans

No draft local Environmental Plans that have been on public exhibition under the Act are applicable to the land.

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

The Council has not been notified of any Development Control Plan applying to the land that has been prepared by the Director-General under section 51A of the Act.

State Environmental Planning Policies

The Minister for Planning has notified that the following State Environmental Planning Policies (SEPPs) shall be specified on Certificates under Section 10.7 of the Environmental Planning and Assessment Act, 1979.

The land is affected by the following State Environmental Planning Policies:

- SEPP21 Caravan Parks
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (State and Regional Development) 2011
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP (Koala Habitat Protection) 2019
- SEPP50 Canal Estate Development
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP55 Remediation of Land
- SEPP Affordable Rental Housing 2009
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Infrastructure) 2007
- SEPP64 Advertising and Signage
- SEPP Primary Production and Rural Development 2019
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP (Concurrences and Consents) 2018
- SEPP Vegetation in Non Rural Areas 2017

- SEPP (Educational Establishments and Child Care Facilities) 2017

Draft State Environmental Planning Policies

The following draft State Environmental Planning Policy(s) applying to the land is, or has been, the subject of community consultation or on public exhibition under the Act:

Housekeeping Amendment to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The proposed amendments to this SEPP are housekeeping amendment to the Codes SEPP to simplify and improve the policy, clarify definitions and standards, and address other minor technical matters raised. The proposed housekeeping amendment to the Codes SEPP will simplify and improve the policy, clarify definitions and standards, and address other minor technical matters.

2. Zoning and land use under relevant LEPs

Maitland LEP 2011, published 16 December 2011, identifies the zone applying to the land as:

R5 Large Lot Residential, RU2 Rural Landscape

The following development information gives the objectives of the zone, the description of the zone and identifies development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

R5 Large Lot Residential

a) Purpose/Objective

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities
- To minimise conflict between land uses within this zone and land uses within adjoining zones

b) Permitted with Consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Dual occupancies; Dwelling houses; Home-based child care; Home industries; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Roads; Tank-based aquaculture; Any other development not specified in item 2 or 4

c) Permitted without Consent

Home occupations

d) Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies.

RU2 Rural Landscape

a) Purpose/Objective

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base
- To maintain the rural landscape character of the land
- To provide for a range of compatible land uses, including extensive agriculture
- To provide for a range of non-agricultural uses where infrastructure is adequate to support the uses and conflict between different land uses is minimised

b) Permitted with Consent

Agriculture; Airstrips; Animal boarding or training establishments; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Community facilities; Crematoria; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Helipads; Home-based child care; Home businesses; Home industries; Information and education facilities; Jetties; Landscaping material supplies; Markets; Open cut mining; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (outdoor); Roads; Roadside stalls; Rural industries; Rural supplies; Signage; Turf farming; Veterinary hospitals; Water supply systems

c) Permitted without Consent

Extensive agriculture; Home occupations; Intensive plant agriculture

d) Prohibited

Intensive livestock agriculture; Livestock processing industries; Any other development not specified in item 2 or 3.

e) Land dimensions to permit the erection of a dwelling house on the land

For the land zoned RU2 Rural Landscape Clause 4.2A in the Maitland Local Environmental Plan 2011 applies to the land. This clause fixes a minimum lot size for the erection of a dwelling-house that is identified on the Maitland Local Environmental Plan 2011 Lot Size Map as 40 hectares. For the land zoned R5 Large Lot Residential the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

f) Critical Habitat

No Local Environmental Plan or draft Local Environmental Plan identifies the land as including or comprising critical habitat.

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

Complying development under the **Housing Code** may not be carried out on the land as it is not within an applicable zone.

Complying development under the **Low Rise Medium Density Housing Code and Greenfield Housing Code** may not be carried out on the land as it is not within an applicable zone.

Complying development under the **Rural Housing Code** may be carried out on the land.

Complying development under the **Housing Alterations Code** may be carried out on the land.

Complying development under the **General Development Code** may be carried out on the land.

Complying development under the **Commercial and Industrial Alterations Code** may be carried out on the land.

Complying development under the **Commercial and Industrial (New Buildings and Additions) Code** may not be carried out on the land as it is not within an applicable zone.

Complying development under the **Subdivisions Code** may be carried out on the land.

Complying development under the **Demolition Code** may be carried out on the land.

Complying development under the **Fire Safety Code** may be carried out on the land.

Complying development under the **Container Recycling Facilities Code** may not be carried out on the land.

Note: Despite the above provisions, if only part of a lot is subject to an exclusion or exemption under Clause 1.17A or Clause 1.19 of State

Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other Matters) 2013, complying development may be carried out on that part of the lot that is not affected by the exclusion or exemption.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

5. Coal Mine Subsidence Compensation Act 2017

The land is within a proclaimed Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. The approval of Subsidence Advisory NSW is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current or future mining. It is strongly recommended prospective purchasers consult with Subsidence Advisory NSW regarding mine subsidence and any surface development guidelines. The Board can assist with information about mine subsidence and advise whether existing structures comply with the requirements of the Act.

6. Road widening and road realignment

- a) The land is NOT affected by road widening under Division 2 of Part 3 of the Roads Act 1993.
- b) The land is NOT affected by any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council

The information above relates to Council's road proposals only. Other authorities, including Roads and Maritime Services, may have proposals, which have not been set out.

7. Council and other public authority policies on hazard risk restrictions

All land within the Maitland Local Government Area has the potential to contain acid sulfate soils. Clause 7.1 of the Maitland Local Environmental Plan 2011 generally applies. Development consent is required where works described in the Table to this clause are proposed on land shown on the Maitland LEP 2011 Acid Sulfate Soils Map as being of the class specified for those works.

The Council has adopted a Contaminated Lands Policy to provide a framework to appropriately manage land contamination risk through the land use planning process. This Policy seeks to ensure that changes in land use will not increase the risk to human health or the environment. The Policy applies to all land in the Maitland Local Government Area.

7A. Flood Related Development Controls

Development on this land or part of this land for the purposes of dwelling houses, attached dwellings, 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 contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

Development on this land or part of this land for any other purpose IS subject to flood related development controls contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

Information given in relation to flooding is based upon Council's adopted 1:100 ARI (Average Recurrent Interval) flood event.

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard.

8. Land Reserved for Acquisition

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9. Contribution Plans

The following contribution plan(s) apply to the land:

- Maitland S94A Levy Contributions Plan 2006
- Maitland City Wide Section 94 Contributions Plan 2016

Contributions Plans may be viewed on Council's website or inspected and purchased at Council's Customer Service Centre.

9A. Biodiversity Certified Land

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

10. Biodiversity Stewardship Sites

The Council is not aware if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the *Biodiversity Conservation Act 2016*.

10A. Native Vegetation clearing set asides

The Council is not aware if the land contains a set aside area under 60ZC of the *Local Land Services Act 2013*.

11. Bushfire Prone Land

The land is mapped as bushfire prone land and as such restrictions may apply to new development on this land.

12. Property vegetation plans

The Council has not received any notification from Hunter Local Land Services that this land is affected by a property vegetation plan under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

13. Order under Trees (Disputes between Neighbours) Act 2006

Council has NOT received notification from the Land and Environment Court of

NSW that the land is affected by an Order under Trees – (Disputes Between Neighbours) Act 2006.

14. Directions under Part 3A

There is NO direction by the Minister 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 (other than a project of a class prescribed by the regulations) of the Act does not have effect.

15. Site Compatibility Certificate and Conditions for Seniors Housing

a) Site Compatibility Certificate

Council is unaware of whether a current Site Compatibility Certificate issued under Clause 25 of the State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 has been issued for the land.

b) Conditions of Development Consent since 11 October 2007

No development consent has been granted for the development permitted under State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 after 11 October 2007.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Council is unaware of whether a valid Site Compatibility Certificate has been issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 for the land.

17. Site compatibility certificates and conditions for affordable rental housing

Council is unaware if a Site Compatibility Certificate (Affordable Rental Housing) has been issued in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009.

18. Paper subdivision information

There is no development plan that applies to the:

- 1) Land or that is proposed to be subject to a consent ballot
- 2) There is no subdivision order that applies to the land.

19. Site verification certificates

Council is not aware of any current site verification certificate in respect of the land.

20. Loose-fill asbestos insulation

There are no premises on the subject land listed on the register.

21. Affected building notices and building product rectification orders

The Council is NOT aware of any affected building notice which is in force in respect of the land.

The Council is NOT aware of any building product rectification order which is in force in respect of the land and that has not been fully complied with.

The Council is NOT aware of any notice of intention to make a building product

rectification order being given in respect of the land and that is outstanding.

Note. 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.

Contaminated Land

- a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
 - b) The land to which this certificate relates is NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.
 - c) The land to which this certificate relates is NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
 - d) The land to which this certificate relates is NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
 - e) Council has NOT been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for the land to which this Certificate relates.
-

David Evans
General Manager

Certificate No.: PC/2020/1888

Certificate Date: 13/07/2020

Fee Paid: \$53.00

Receipt No.: 766096

Your Reference: 74251

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Infotrack ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	31 Cordeaux Street LOUTH PARK NSW 2320
PARCEL NUMBER:	100486
LEGAL DESCRIPTION:	Lot 328 DP 1263182

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

Please check for any item, which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, please contact Council by phoning (02) 4934 9700, or personally at Council's Administration Building at 285-287 High Street, Maitland.

The information provided in this Certificate relates only to the land described above. If you require information about adjoining or nearby land, or about the Council's development policies or codes for the general area, contact Council's Planning & Environment Department.

All information provided is correct as at the date of issue of this Certificate, however it is possible for changes to occur at any time after the issue of this Certificate. We recommend that you only rely upon a very recent Certificate.

The following responses are based on the Council's records and/or information from sources outside the Council. The responses are provided with all due care and in good faith, however the Council cannot accept responsibility for any omission or inaccuracy arising from information outside the control of the Council.

Furthermore, while this Certificate indicates the general effect of the zoning of the abovementioned land, it is suggested that the applicable planning instruments be further investigated to determine any additional requirements.

Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available from Council's [website](#).

PART 1: MATTERS PROVIDED PURSUANT TO SECTION 10.7 (2)

1. Local Environmental Plan (LEP)

Maitland LEP 2011, published 16 December 2011, applies to the land.

Exhibited draft Local Environmental Plans

No draft local Environmental Plans that have been on public exhibition under the Act are applicable to the land.

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

The Council has not been notified of any Development Control Plan applying to the land that has been prepared by the Director-General under section 51A of the Act.

State Environmental Planning Policies

The Minister for Planning has notified that the following State Environmental Planning Policies (SEPPs) shall be specified on Certificates under Section 10.7 of the Environmental Planning and Assessment Act, 1979.

The land is affected by the following State Environmental Planning Policies:

- SEPP21 Caravan Parks
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (State and Regional Development) 2011
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP (Koala Habitat Protection) 2019
- SEPP50 Canal Estate Development
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP55 Remediation of Land
- SEPP Affordable Rental Housing 2009
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Infrastructure) 2007
- SEPP64 Advertising and Signage
- SEPP Primary Production and Rural Development 2019
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP (Concurrences and Consents) 2018
- SEPP Vegetation in Non Rural Areas 2017

- SEPP (Educational Establishments and Child Care Facilities) 2017

Draft State Environmental Planning Policies

The following draft State Environmental Planning Policy(s) applying to the land is, or has been, the subject of community consultation or on public exhibition under the Act:

Housekeeping Amendment to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The proposed amendments to this SEPP are housekeeping amendment to the Codes SEPP to simplify and improve the policy, clarify definitions and standards, and address other minor technical matters raised. The proposed housekeeping amendment to the Codes SEPP will simplify and improve the policy, clarify definitions and standards, and address other minor technical matters.

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R5 Large Lot Residential, RU2 Rural Landscape

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a) Purpose/Objective

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- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities
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b) Permitted with Consent

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c) Permitted without Consent

Home occupations

d) Prohibited

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RU2 Rural Landscape

a) Purpose/Objective

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base
- To maintain the rural landscape character of the land
- To provide for a range of compatible land uses, including extensive agriculture
- To provide for a range of non-agricultural uses where infrastructure is adequate to support the uses and conflict between different land uses is minimised

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Intensive livestock agriculture; Livestock processing industries; Any other development not specified in item 2 or 3.

e) Land dimensions to permit the erection of a dwelling house on the land

For the land zoned RU2 Rural Landscape Clause 4.2A in the Maitland Local Environmental Plan 2011 applies to the land. This clause fixes a minimum lot size for the erection of a dwelling-house that is identified on the Maitland Local Environmental Plan 2011 Lot Size Map as 40 hectares. For the land zoned R5 Large Lot Residential the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

f) Critical Habitat

No Local Environmental Plan or draft Local Environmental Plan identifies the land as including or comprising critical habitat.

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

Complying development under the **Housing Code** may not be carried out on the land as it is not within an applicable zone.

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Complying development under the **Fire Safety Code** may be carried out on the land.

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The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

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- b) The land is NOT affected by any environmental planning instrument
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a) Site Compatibility Certificate

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b) Conditions of Development Consent since 11 October 2007

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The Council is NOT aware of any building product rectification order which is in force in respect of the land and that has not been fully complied with.

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rectification order being given in respect of the land and that is outstanding.

Note. 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.

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- a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
 - b) The land to which this certificate relates is NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.
 - c) The land to which this certificate relates is NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
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 - e) Council has NOT been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for the land to which this Certificate relates.
-

David Evans
General Manager



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657



APPLICATION NUMBER: 8691368327

APPLICANT REF: M 74251

APPLICANT NAME: InfoTrack

N/A

RATEABLE PREMISE NO.: 3981010894

N/A

PROPERTY ADDRESS: 31 CORDEAUX ST LOUTH PARK 2320

LOT/SECTION/DP:SP: LOT/SECTION/DP:SP



Date: 13/07/2020	CADASTRAL DATA © LPI OF NSW CONTOUR DATA © NGA/Geos © Department of Planning	IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN IN THESE CASES. IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.	SEWER POSITION APPROXIMATE ONLY. SUBJECT PROPERTY BOLD. ALL MEASUREMENTS ARE METRIC.	IMPORTANT: IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION. ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.
Scale: at A3 1:5,000	SEWER/RECYCLED WATER UTILITY DATA © HUNTER WATER CORPORATION			