
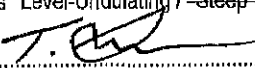
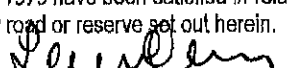


PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered:  23.03.2018 Title System: TORRENS		Office Use Only <b>DP1239804</b>	
PLAN OF SUBDIVISION OF LOT 120 DP 1234656.		LGA: MAITLAND Locality: MAITLAND VALE Parish: MIDDLEHOPE County: DURHAM	
<b>Survey Certificate</b> I, Troy Daniel Sumner – PULVER, COOPER & BLACKLEY PTY LTD of 98 LAWES STREET, EAST MAITLAND 2323. a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that:  *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 21/09/2017, or  *(b) The part of the land shown in the plan <del>(*being/excluding **</del> <del>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, 21/09/2017. The part not surveyed was compiled in accordance with that Regulation, or</del>  *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' – 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous. Signature:  Dated: 28/11/2017 Surveyor Identification No: 8754 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		<b>Crown Lands NSW/Western Lands Office Approval</b> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....  <b>Subdivision Certificate</b> I, <u>Leanne Harris</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: ..... Consent Authority: <u>Maitland City Council</u> Date of endorsement: <u>11.1.18</u> Subdivision Certificate number: <u>160745</u> File number: <u>DA16 0745</u>  *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP 813858 DP 1104611 DP 1234656		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 16/202/2		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  23.03.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 120  
 DP 1234656.

**DP1239804**

Subdivision Certificate number: 160745  
 Date of Endorsement: 11.1.18

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.

Lot	Street Number	Street Name	Street Type	Locality
201	3	Esk	Circuit	Maitland Vale
202	5	Esk	Circuit	Maitland Vale
203	7	Esk	Circuit	Maitland Vale
204	9	Esk	Circuit	Maitland Vale
205	11	Esk	Circuit	Maitland Vale
206	13	Esk	Circuit	Maitland Vale
207	15	Esk	Circuit	Maitland Vale
208	17	Esk	Circuit	Maitland Vale
209	19	Esk	Circuit	Maitland Vale
210	21	Esk	Circuit	Maitland Vale
211	23	Esk	Circuit	Maitland Vale
212	25	Esk	Circuit	Maitland Vale
213	27	Esk	Circuit	Maitland Vale
214	29	Esk	Circuit	Maitland Vale
215	14	Esk	Circuit	Maitland Vale
216	12	Esk	Circuit	Maitland Vale
217	10	Esk	Circuit	Maitland Vale
218	8	Esk	Circuit	Maitland Vale
219	6	Esk	Circuit	Maitland Vale
220	4	Esk	Circuit	Maitland Vale
221	16	Esk	Circuit	Maitland Vale

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16/202/2

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheet(s)
Office Use Only	Office Use Only	
Registered:  23.03.2018	<b>DP1239804</b>	
PLAN OF SUBDIVISION OF LOT 120 DP 1234656.		
Subdivision Certificate number: <u>160745</u>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Date of Endorsement: <u>11.1.18</u>		

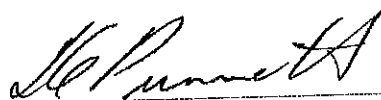
Pursuant to Section 88B of the Conveyancing Act 1919, as amended it is intended to create:

1. Easement to drain water 1.5 wide (A)
2. Restriction on the use of land (B)
3. Restriction on the use of land
4. Right of carriage way 2 wide and variable (C)
5. Restriction on the use of land
6. Restriction on the use of land
7. Restriction on the use of land
8. Positive Covenant

EXECUTED by GRANGE ESTATES  
(NSW) PTY LIMITED ACN 079 624 909  
in accordance with section 127 of the  
Corporations Act 2001 (Cth):



Signature of director/secretary



Signature of director

KELLY LEE TURNER  
Name of director/secretary (please print)

TREVOR CHARLES PUNNETT  
Name of director (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16/202/2

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  23.03.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 120  
DP 1234656.

DP1239804

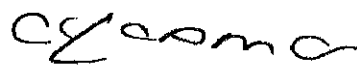
Subdivision Certificate number: 160745  
Date of Endorsement: 11.1.18

- 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 GREATER BANK LIMITED (ACN 087 651 956):



John Bailey  
103 Tudor Street  
Hamilton



Craig Michael Chapman

"SIGNED in my presence by the duly  
constituted Attornies, for and on  
behalf of GREATER BANK LIMITED  
under Registered  
Book 4713 No. 162, who are  
personally known to me."

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16/202/2

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

(Sheet 1 of 9)

Plan: **DP1239804**

Subdivision of Lot 120 DP 1234656  
covered by Subdivision Certificate  
No. ~~160745~~ Dated: 11.1.18

Full name and address of owner of the land: Grange Estates (NSW) Pty Ltd  
ACN 079 624 909  
Suite 20/19-21 Central Road  
MIRANDA NSW 2228

Full name and address of mortgagee: Greater Bank Limited  
ACN 087 651 956  
103 Tudor Street  
HAMILTON NSW 2303

**PART 1 (Creation)**

Name 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):	Benefitted lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.5 wide shown as "A"	220 221 216 215 205 206 207	221 220 220, 221 216, 220 & 221 204 204, 205 & 207 204, 205 & 206
2	Restriction on the use of land shown as "B"	Each part lot except Lot 221	Maitland City Council
3	Restriction on the use of land	Each lot except Lot 221	Every other lot except lot 221



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

(Sheet 2 of 9)

Plan: **DP1239804**

Subdivision of Lot 120 DP 1234656  
 covered by Subdivision Certificate  
 No. 160745 Dated: 11.1.17

Name of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4	Right of carriage way 2 wide and variable shown as "C"	205 206	206 205
5	Restriction on the use of land	Each lot except lot 221	Maitland City Council
6	Restriction on the use of land	Each lot except lot 221	Maitland City Council
7	Restriction on the use of land	205, 206, 208 to 214 inclusive	Maitland City Council
8	Positive Covenant	221	Maitland City Council

*16P 81*

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

(Sheet 3 of 9)

Plan: **DP1239804**

Subdivision of Lot 120 DP 1234656  
covered by Subdivision Certificate  
No. **160745** Dated: **11.1.18**

**PART 2 (Terms)**

**Terms of Easement numbered 1 in the plan:**

Notwithstanding the terms of Easement to Drain Water as set out in Part 3 Schedule 8 of the Conveyancing Act 1919, no alteration to surface levels of the site of the easement shall be permitted without the written consent of Maitland City Council being firstly obtained.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 1 in the plan.

MAITLAND CITY COUNCIL

**Terms of Restriction on the use of Land numbered 2 in the plan:**

No building shall be erected or permitted to remain on any lot unless constructed within the approved building envelope as shown as "B" on the Plan of Subdivision being:

- i. Minimum 10m from the principle street frontage;
- ii. Minimum 6m from a side street (for corner lots);
- iii. Minimum 6m from the side boundary adjoining other proposed lots;
- iv. Proposed lots 205-206: 60m to the nearest operational rail track unless the structure is a non-habitable building or non-habitable part of a building;
- v. Proposed lot 201: 30m to the rear boundary
- vi. Proposed lots 202 and 203: 35m to the rear boundary
- vii. Proposed lots 208 to 214 as detailed
- viii. Proposed lots 215-220 minimum 6m from the rear boundary

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 2 in the plan.

MAITLAND CITY COUNCIL



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

(Sheet 4 of 9)

Plan: **DP1239804**

Subdivision of Lot 120 DP 1234656  
covered by Subdivision Certificate  
No. ~~160745~~ Dated: 11.1.18

**Terms of Restriction on the use of land numbered 3 in the plan:**

- (a) No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 180 m<sup>2</sup> exclusive of car accommodation, external landings and patios.
- (b) No dwelling house may be erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass, concrete and fibre cement treated with painted texture render or weatherboard provided however feature panelling including fibre cement panelling and/or timber may be used on building being a dwelling or car accommodation in conjunction with the above materials.
- (c) 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 Colorbond sheeting.
- (d) No existing dwelling house or relocatable type dwelling shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.
- (e) No building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless:-
  - i. It is situated no closer to the street frontage than the dwelling house; and
  - ii. It has an internal floor area of less than 80m<sup>2</sup>.
- (f) No machinery shed, hay shed or other farm type building including stables or accommodation to be used for the purpose of horses shall be constructed or permitted to remain on a lot burdened having walls of corrugated galvanized iron or similar material provided that new Colorbond metal sheeting may be used in the external walls of a farm building where such Colorbond metal sheeting has a low reflective index and is of earth tone colours.





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

(Sheet 5 of 9)

Plan: **DP1239804**

Subdivision of Lot 120 DP 1234656  
covered by Subdivision Certificate  
No. ~~160745~~ Dated: 11.1.18

- (g) No fence may be constructed within a lot burdened to divide it from the residue or another part of the lot burdened unless such fencing comprises rural post and rail, rural post and wire or rural fencing incorporating open wire meshing provided however that fencing associated with the dwelling house or court yards associated with the dwelling house may incorporate brick, masonry, timber and brushwood. Fencing shall not generally comprise sheet material (such as Colorbond, fibro cement or paling fences). This covenant does not preclude safety fencing associated with swimming pools.
- (h) No fence shall be erected on a lot burdened unless it is erected without expenses to Grange Estates (NSW) Pty Ltd, its successors and permitted assigns other than Purchasers on sale.
- (i) No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried on on any lot burdened.
- (j) No boarding kennels or animal boarding facilities shall be constructed or permitted to remain on any lot burdened.
- (k) 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.
- (l) 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.
- (m) No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 4 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.
- (n) No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot



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

(Sheet 6 of 9)

Plan: **DP1239804**

Subdivision of Lot 120 DP 1234656  
covered by Subdivision Certificate  
No. 160745 Dated: 11.1.18

burdened unless same is located behind the dwelling house erected on the lot burdened.

- (o) No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.

Grange Estates (NSW) Pty Ltd is the only party empowered to release vary or modify the restrictions on the use of land thirdly referred to in the abovementioned plan whilst ever Grange Estates (NSW) Pty Ltd is a registered company (and is not under any external or internal insolvency actions) and own any lot or any part of a lot in the registered plan pursuant to which these restrictions were created and thereafter by the registered proprietor of the lots contained within 50 metres of the lot seeking the release, variation or modification.

**Terms of Restriction on the use of land numbered 5 in the plan:**

No dwelling shall be permitted to remain on the lot burdened unless the dwelling is constructed to Category 2 Standard as prescribed in Department of Planning Development near rail corridors and busy roads – Appendix C.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction on the use of land numbered 5 in the plan.

MAITLAND CITY COUNCIL

**Terms of Restriction on the use of land numbered 6 in the plan:**

No fence shall be permitted to remain on any lot or boundary of any lot unless the fence of an open style rural design comprising timber posts with timber rails or plain wire.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction on the use of land numbered 6 in the plan.

MAITLAND CITY COUNCIL



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

(Sheet 7 of 9)

Plan: **DP1239804**

Subdivision of Lot 120 DP 1234656  
covered by Subdivision Certificate  
No. ~~160745~~ Dated: ~~11.1.18~~

**Terms of Restriction on the use of land numbered 7 in the plan:**

No dwelling shall be constructed or permitted to remain on the lots burdened unless the floor level of said dwellings being constructed is at the adopted Flood Planning Level (FPL) or 500mm above the 1% AEP flood event of 16.05 AHD, or at a level otherwise approved by Maitland City Council.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction on the use of land numbered 7 in the plan.

MAITLAND CITY COUNCIL

**Terms of Positive Covenant numbered 8 in the plan:**

The area of land identified as Lot 221 on the plan shall be managed as a temporary asset protection zone (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones' by the registered proprietor of the lot at the sole expense of the registered proprietor until such time as the land is further developed.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the positive covenant numbered 8 in the plan.

MAITLAND CITY COUNCIL

Two handwritten signatures in black ink, one above the other, located in the bottom right corner of the page.

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

(Sheet 8 of 9)

Plan: **DP1239804**

Subdivision of Lot 120 DP 1234656  
covered by Subdivision Certificate  
No.160745 Dated: 11.1.18

MAITLAND CITY COUNCIL by its )  
authorised delegate pursuant to s.377 )  
Local Government Act 1993 )

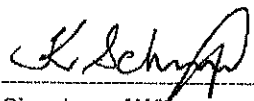
I certify that I am eligible witness and that  
the delegate signed in my presence



Signature of delegate

LEANNE HARRIS

Name of delegate (BLOCK LETTERS)



Signature of Witness

Name of Witness (BLOCK LETTERS)

KAREN SCHRODER

285 HIGH STREET MAITLAND

Address of Witness



INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
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OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
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(Sheet 9 of 9)

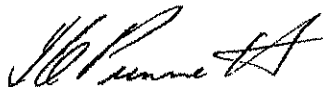
Plan: **DP1239804**

Subdivision of Lot 120 DP 1234656  
covered by Subdivision Certificate  
No. **160745** Dated: **11.1.18**

EXECUTED by GRANGE ESTATES  
(NSW) PTY LIMITED ACN 079 624 909  
in accordance with section 127 of the  
Corporations Act 2001 (Cth):



Signature of director/secretary



Signature of director

KELIE LEE TURNER  
Name of director/secretary (please print)

TREVOR CHARLES PUNNETT  
Name of director (please print)

Executed by GREATER BANK LIMITED (ACN 087 651 956):



John Bailey  
103 Tudor Street  
Hamilton

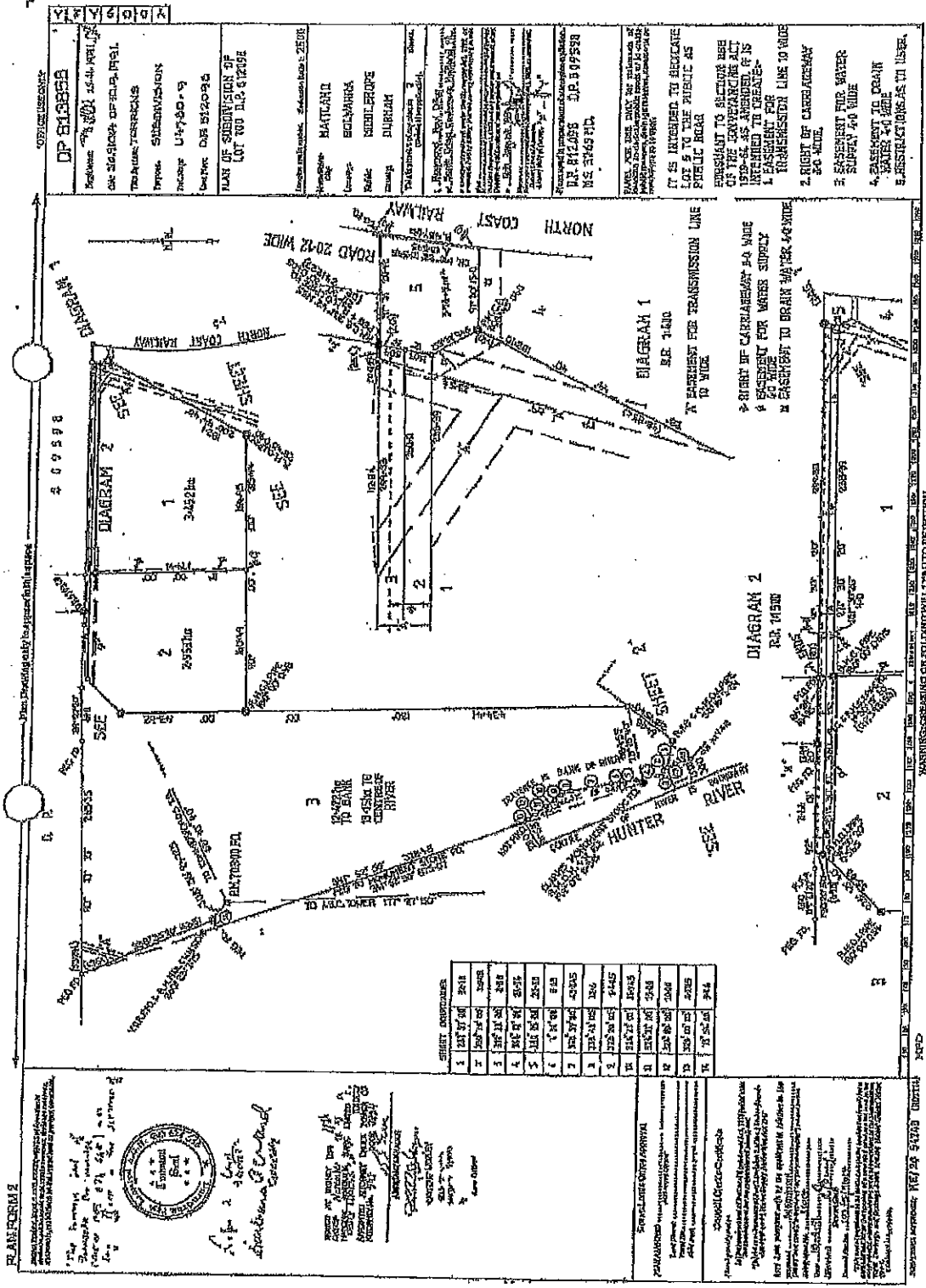


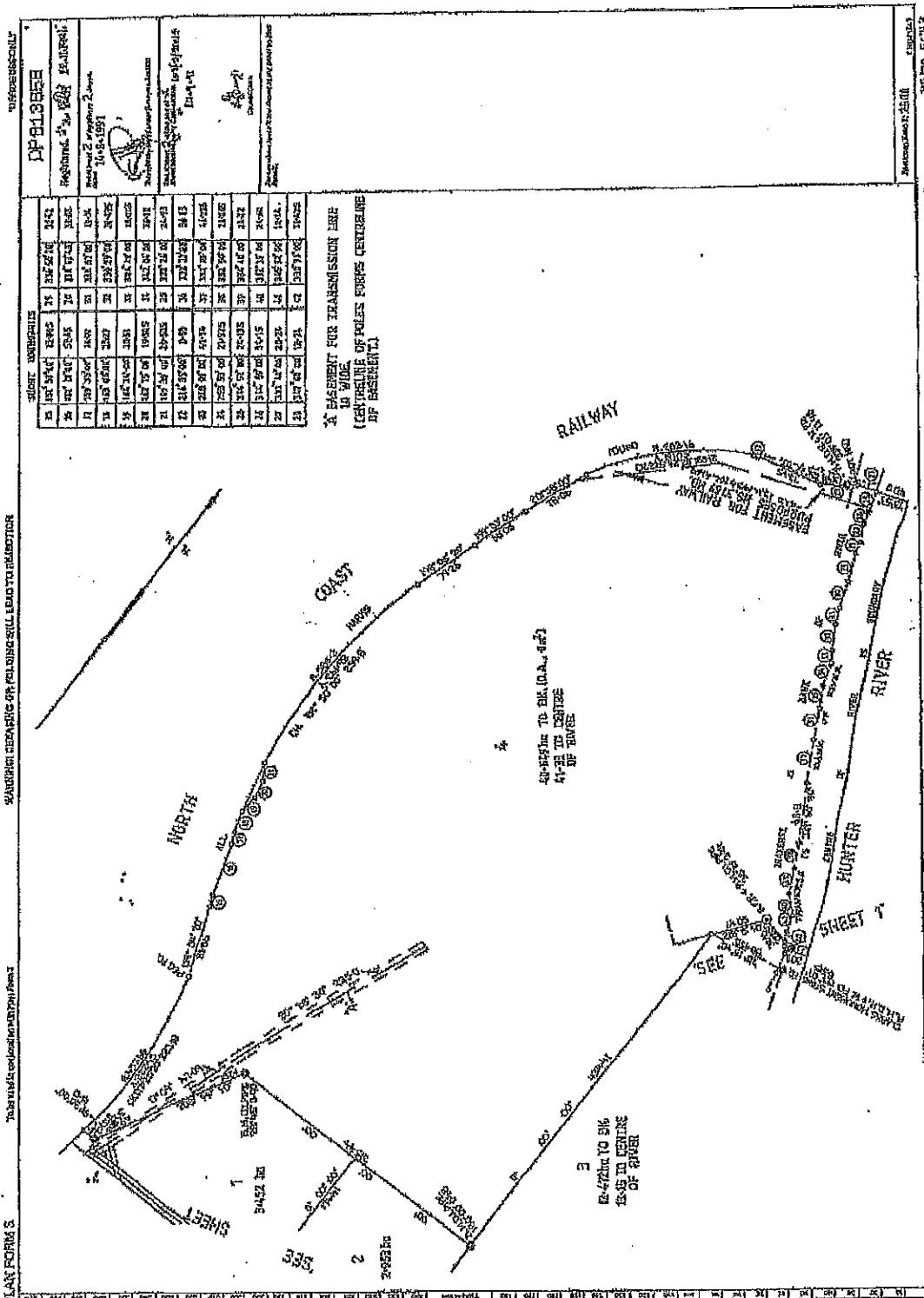
Craig Michael Chapman  
"SIGNED in my presence by the duly  
constituted Attornies, for and on  
behalf of GREATER BANK LIMITED  
under Registered  
Book 4713 No. 162, who are  
personally known to me."

REGISTERED



23.03.2018





This regulation is a preliminary order and is not intended to be a permanent order. It is subject to change without notice. The Engineer General has the honor to acknowledge the receipt of your letter of the 10th inst. and to inform you that the same has been forwarded to the proper authorities for their consideration.

This magazine is a photographic record as a permanent record of a development in the history of the Madras State Government this day. 1951



1999-2000

7. Yards of Garment by Testator's Family Retained in the Administration Estate

[illegible]

2013  
Feb 28

RECEIVED BY THE  
LIBRARY OF THE  
U.S. DEPARTMENT OF AGRICULTURE  
WASHINGTON, D.C.

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THE RECENTLY FORMED THEATRE OF THE AMERICAN PEOPLE, INC. HAS BEEN GRANTED A LICENSE BY THE DISTRICT OF COLUMBIA TO PRESENT THEATRE PRODUCTIONS IN THE CITY OF WASHINGTON.

5. WORKS BY ASSASSINAT OF ASSASSINATION WARRANT TO THE ASSASSINATION

to within a distance of the red heavily lined wall in the red area of wall top.

(U) Commercial handling or movement involving of cases, signs & other hazardous parts or hazardous materials.

(1931) The images of my corporate individuality.

(iv) Storage of parent or grandparent products;

**Wald. H. de Vries, Exordium**

[illegible]

for the formation of a powerful, democratic, bipartisan, cross-party, multi-racial coalition to stand in any case as a counterweight to the influence of the military and industrial interests. There is a growing gap in our political system between the political and the economic elite. The political elite are not subject to strict discipline with the rules imposed on them imposed by the electorate. The economic elite are not subject to the same discipline. The political elite are not subject to the same discipline as the economic elite.

(c) The physical layout of the various nonacademic units of the campus shall be modified so that they are easily accessible.

Philip H. Hoff

THE GREAT EASTERN  
 LIFE ASSURANCE SOCIETY

This massive 12 1/2 photograph made as a permanent record of a discussion in the majority of the President's cabinet this day. 20th November, 1961



6

**SUBJECT INDEX**

[illegible][illegible]

The second finding also refers to citizens, who are widely known participants in the NORDEAST DATA SURVEY. For most people it was stated that registration of the voter was not done during the period of the 1990 general election. The data also show that the voter registration of the 1990s is almost 100 percent.

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William C. Cunniff

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### BASELINE

2014-2015

5-  
Suzuki 4/16/04

REGISTERED  McGRAW-HILL, INC.

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Thie begreiffen in 2 punktionen  
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PLAN FORM 2

SIGNATURE AND SEALS ONLY.

*Barbara E. ...*  
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Plan Drawing only to appear in this space

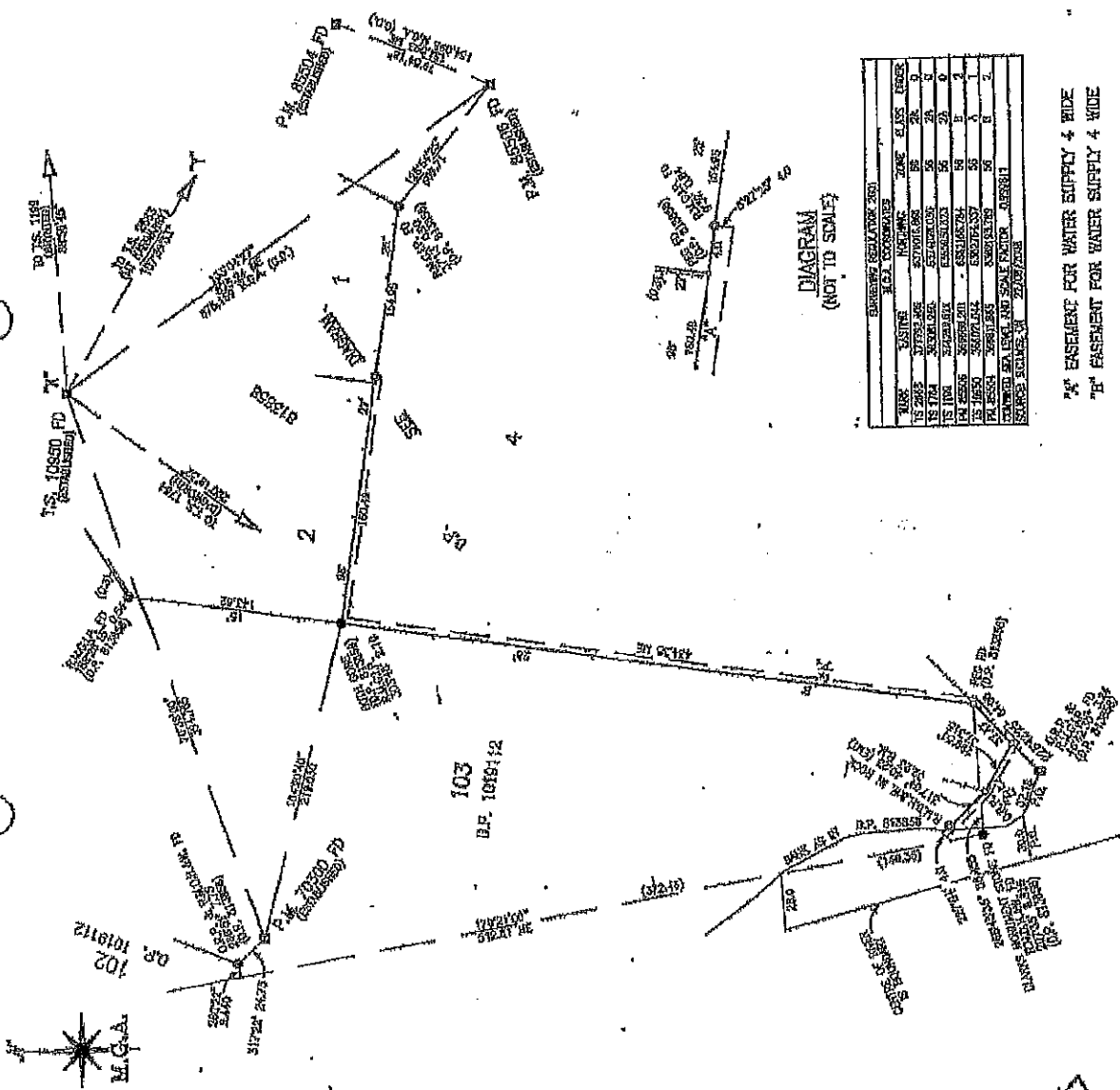


DIAGRAM  
(NOT TO SCALE)

LINE	START	END	LENGTH	AREA	TYPE
1	102	103	100.00	100.00	WATER
2	103	104	100.00	100.00	WATER
3	104	105	100.00	100.00	WATER
4	105	106	100.00	100.00	WATER
5	106	107	100.00	100.00	WATER
6	107	108	100.00	100.00	WATER
7	108	109	100.00	100.00	WATER
8	109	110	100.00	100.00	WATER
9	110	111	100.00	100.00	WATER
10	111	112	100.00	100.00	WATER
11	112	113	100.00	100.00	WATER
12	113	114	100.00	100.00	WATER
13	114	115	100.00	100.00	WATER
14	115	116	100.00	100.00	WATER
15	116	117	100.00	100.00	WATER
16	117	118	100.00	100.00	WATER
17	118	119	100.00	100.00	WATER
18	119	120	100.00	100.00	WATER
19	120	121	100.00	100.00	WATER
20	121	122	100.00	100.00	WATER
21	122	123	100.00	100.00	WATER
22	123	124	100.00	100.00	WATER
23	124	125	100.00	100.00	WATER
24	125	126	100.00	100.00	WATER
25	126	127	100.00	100.00	WATER
26	127	128	100.00	100.00	WATER
27	128	129	100.00	100.00	WATER
28	129	130	100.00	100.00	WATER
29	130	131	100.00	100.00	WATER
30	131	132	100.00	100.00	WATER
31	132	133	100.00	100.00	WATER
32	133	134	100.00	100.00	WATER
33	134	135	100.00	100.00	WATER
34	135	136	100.00	100.00	WATER
35	136	137	100.00	100.00	WATER
36	137	138	100.00	100.00	WATER
37	138	139	100.00	100.00	WATER
38	139	140	100.00	100.00	WATER
39	140	141	100.00	100.00	WATER
40	141	142	100.00	100.00	WATER
41	142	143	100.00	100.00	WATER
42	143	144	100.00	100.00	WATER
43	144	145	100.00	100.00	WATER
44	145	146	100.00	100.00	WATER
45	146	147	100.00	100.00	WATER
46	147	148	100.00	100.00	WATER
47	148	149	100.00	100.00	WATER
48	149	150	100.00	100.00	WATER
49	150	151	100.00	100.00	WATER
50	151	152	100.00	100.00	WATER
51	152	153	100.00	100.00	WATER
52	153	154	100.00	100.00	WATER
53	154	155	100.00	100.00	WATER
54	155	156	100.00	100.00	WATER
55	156	157	100.00	100.00	WATER
56	157	158	100.00	100.00	WATER
57	158	159	100.00	100.00	WATER
58	159	160	100.00	100.00	WATER
59	160	161	100.00	100.00	WATER
60	161	162	100.00	100.00	WATER
61	162	163	100.00	100.00	WATER
62	163	164	100.00	100.00	WATER
63	164	165	100.00	100.00	WATER
64	165	166	100.00	100.00	WATER
65	166	167	100.00	100.00	WATER
66	167	168	100.00	100.00	WATER
67	168	169	100.00	100.00	WATER
68	169	170	100.00	100.00	WATER
69	170	171	100.00	100.00	WATER
70	171	172	100.00	100.00	WATER
71	172	173	100.00	100.00	WATER
72	173	174	100.00	100.00	WATER
73	174	175	100.00	100.00	WATER
74	175	176	100.00	100.00	WATER
75	176	177	100.00	100.00	WATER
76	177	178	100.00	100.00	WATER
77	178	179	100.00	100.00	WATER
78	179	180	100.00	100.00	WATER
79	180	181	100.00	100.00	WATER
80	181	182	100.00	100.00	WATER
81	182	183	100.00	100.00	WATER
82	183	184	100.00	100.00	WATER
83	184	185	100.00	100.00	WATER
84	185	186	100.00	100.00	WATER
85	186	187	100.00	100.00	WATER
86	187	188	100.00	100.00	WATER
87	188	189	100.00	100.00	WATER
88	189	190	100.00	100.00	WATER
89	190	191	100.00	100.00	WATER
90	191	192	100.00	100.00	WATER
91	192	193	100.00	100.00	WATER
92	193	194	100.00	100.00	WATER
93	194	195	100.00	100.00	WATER
94	195	196	100.00	100.00	WATER
95	196	197	100.00	100.00	WATER
96	197	198	100.00	100.00	WATER
97	198	199	100.00	100.00	WATER
98	199	200	100.00	100.00	WATER

1" EASEMENT FOR WATER SUPPLY 4' WIDE  
 1" EASEMENT FOR WATER SUPPLY 4' WIDE

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

DP104611

Registered  
 Title System: TORSIONS  
 Purpose: EASEMENT  
 Ref: 1000  
 Last: 10/10/12

PLAN OF EASEMENT FOR WATER  
 SUPPLY 4' WIDE  
 (P.L. 10/10/12)

Location: 10/10/12

10/10/12

10/10/12

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

LENGTHS ARE IN METRES

(Sheet 1 of 3 Sheets)

**DP1104611**

Plan of easement for Water Supply 4  
 wide within Lot 4 DP 813858 and Lot  
 103 in DP 1019112

Full name and address of  
 Proprietors of Land

As to Lot 4 DP 813858:  
 Durndrax Pty. Limited  
 (A.C.N. 003 674 548)  
 of 16 Elgin Street, Maitland.

As to Lot 103 DP 1019112  
 Julie Anne Tilse  
 of 9 Mount Harris Drive, Bolwarra.

Full Name and Address of Mortgagees  
 of Land:

As to Lot 4 DP 813858  
 Elders Rural Bank,  
 of 168-172 Brisbane Street, Dubbo.

As to Lot 103 DP 1019112  
 Permanent Custodians Limited

**PART 1 (CREATION)**

Number of items shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefitted lot(s), road(s), bodies or Prescribed Authorities
1	Easement for water supply 4 wide	Lot 4 DP 813858	Lot 1 DP 813858 Lot 2 DP 813858 Lot 103 DP 1019112
2	Easement for water supply 4 wide	Lot 103 DP 1019112	Lot 1 DP 813858 Lot 2 DP 813858 Lot 4 DP 813858

**PART 2**

1. Terms of the easement or restriction firstly referred to in the abovementioned plan.

The owners of the Lots benefited may:-

- 1.1 Install metering and control equipment including isolation valves in order to monitor and record water distributed by the Mount Harris Water Supply Scheme in accordance with the Deed referable thereto, but only within the site of this easement.
- 1.2 Install such ancillary facilities, whether pipes, cables, control lines on the Lot burdened, but only within the site of this easement.

X *[Signature]*  
 X *[Signature]*

*[Signature]*  
*Barbara Ward*

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

LENGTHS ARE IN METRES

(Sheet 2 of 8 Sheets)

**DP1104611**

Plan of easement for Water Supply 4  
wide within Lot 4 DP 818858 and Lot  
103 in DP 1018112

1.3 Run water in pipes through the Lot burdened, electricity and control signals through the cables in the Lot burdened, but only within the site of this easement.

1.4 Do anything reasonably necessary for that purpose including:-

- (a) entering the Lot burdened; and
- (b) taking anything on to the Lot burdened; and
- (c) carrying out work, such as constructing, placing, repairing or maintaining pipes and equipment.

Provided however that the owner of a Lot benefited shall only be entitled to access water through or by the easement for water supply in accordance with the terms of the Mount Harris Water Supply Deed whilstsoever a Participating Registered Proprietor within the terms of that Deed. (Book 4498 No 317)

The person having the right to release or vary the terms of this easement is the registered proprietors of the land benefited in accordance with the terms of the Mount Harris Water Supply Agreement registered as Book 4498 No 317

2. Terms of easement or restriction to user secondly referred to in the abovementioned plan.

The owners of the Lots benefited may:-

- 2.1 Install a pump or pumps adjacent to the Hunter River, but only within the site of its easement.
- 2.2 Install such ancillary facilities, whether pipes, cables, control lines on the Lot burdened, but only within the site of this easement.
- 2.3 Run water in pipes through the Lot burdened, electricity and control signals through the cables in the Lot burdened, but only within the site of this easement.
- 2.4 Do anything reasonably necessary for that purpose including:-

- (a) entering the Lot burdened; and
- (b) taking anything onto the Lot burdened; and
- (c) carrying out work, such as constructing, placing, repairing or maintaining pipes and equipment.

Provided out that the owner of a Lot benefited shall only be entitled to access water through or by the easement for water supply in accordance with the terms of the Mount Harris Water Supply Deed whilstsoever a Participating Registered Proprietor within the terms of that Deed. (Book 4498 No 317)

+ John  
K [Signature]

Barbara Ward

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

LENGTHS ARE IN METRES

(Sheet 3 of 4 Sheets)

**DP1104611**

Plan of easement for Water Supply 4  
wide within Lot 4 DP 813858 and Lot  
103 in DP 1019112

Persons having the right to release or vary the terms of the easement is the registered  
proprietors of the land benefited in accordance with the terms of the Mount Harris Water  
Supply Agreement registered as Book 449 No 317

EXECUTED on behalf of DURNDRAX

PTY LIMITED (A.C.N. 003 674 548)

In accordance with Section 127 of the  
Corporations Act

Secretary

ROBERT K WARR

Director

BARBARA WARR

SIGNED by the said JULIE ANNE

TILSE in the presence of

Witness

JULIE ANNE TILSE

WITNESS to JULIE ANNE TILSE  
WITNESS to JULIE ANNE TILSE  
BOLNARRA.

SIGNED in my presence by ELDERS  
RURAL BANK LIMITED by its  
Attorney who is personally known to me

Signature of Witness

STEVEN COUSAGE  
Name of Witness (Block Letters)

168-172 CRISWICK ST

DURRO NSW 2530  
Address of Witness

ELDERS RURAL BANK LIMITED  
by its Attorney

Harold Raymond Bolitho  
Credit & Lending Manager NSW  
pursuant to Power of Attorney  
Registered Book 4413 No. 623 and I  
declare that I have no notice of the  
revocation of the said Power of  
Attorney

Signature of Attorney

Annexure Page

Consent to Plan of Easement and Section 88B Instrument  
Mortgagee Permanent Custodians Limited  
Mortgagor Julia Anne Tilse  
Property 8 Mount Harris Drive Maitland Vale New South Wales  
Folio Identifier 103/1019112

DP1104611

DATED this 16<sup>th</sup> day of October 2006.

The mortgagee hereby consents to this plan of easement and section 88b instrument.

I have no notice of the revocation of the power of attorney under which I sign this document.

SIGNED SEALED AND DELIVERED on  
behalf of Permanent Custodians Limited under  
power of attorney registered book no  
in the presence of:

Witness

CHANDRA SINGH

Print name

35 CLARENCE STREET, SYDNEY, 2000  
Print address

Attorney

PERMANENT CUSTODIANS LIMITED AON 001 428 284	
by 1/1/2006 who state that they have no notice of revocation of the Power of Attorney dated 2nd June 1993, whereas they execute this deed document of instrument, Group A Attorney NO. 3461 Group B Attorney	
Signature	Signature
JOHN MUEYER	ANGELA RISTEVSKA
Name	Name

008835

REGISTERED 14.11.2006

10-0330

CA NUMBER

DEEDS IND  
PARTICULAR



BK 4498 NO 317

a only

not use

(A) Delivery Box	Name, Address/DX		
39U	LIPN: THOMPSON 128040P LAWRENCE GALLAGHER Phone: (02) 8223 1011 BX 949 SYDNEY		
	Telephone no.		
	Reference		
	Hills - Quondrak		
(B) Nature of Instrument	DEED		Date of Instrument
			7.9.06.
(C) Leave blank where instrument does not affect old system land			
Locality of the land	LINK CONVEYANCES for old system land		PRINCIPAL DEED
	Book	Number	Whole/Part
LOCAL GOVT. AREA	PARISH		COUNTY
NOTING			
DATE			
BY			

(D) Entry	GIVEN NAMES/COMPANY NAME	FAMILY NAME
V	DURNORAX PTY LIMITED (ACN 003 674 548)	
V	GEOFFREY MICHAEL	THOMPSON
V	MAXINE	MARTIN
V	JULIE ANNE	TILSE

(E) I, RALPH KEITH CHARLES WARD of HILLS SOLICITORS  
16 ELGIN STREET, MAITLAND  
 certify that for the purposes of section 184D(3) of the Conveyancing Act 1919 that:  
 1. the registration copy is a true copy of the original and  
 2. the above index particulars of the original instrument [and on the annexure(s)] are complete and correct.

Signed: [Signature] Date: 7.9.06.

Entered

Verified







- E. This Deed is being entered into by the parties to set out the liability of each of the parties for expenses as will be incurred to establishing the water supply scheme and the terms upon which water may be used by Participating Registered Proprietors.
- F. It is intended that the benefit of the water supply scheme will attach to the owners for the time being of each land parcel.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

**1. Interpretation**

In this Deed, unless the context requires otherwise:-

- 1.1 the singular includes the plural and vice versa;
- 1.2 a gender includes the other genders;
- 1.3 headings are used for convenience only and do not affect the interpretation of this deed; and
- 1.4 a reference to a document includes the document as modified from time to time and any document replacing it.

**2. Definitions**

"Contribution Notice" means a notice issued by the Committee established under this Deed providing details of amounts to be paid by a Participating Registered Proprietor referable to the Scheme.

"Dumdrax Easement" means the easement to be created over the Dumdrax Lands in order to accommodate the supply lines, electricity supply and control lines for the Mount Harris Water Supply Scheme.

"Dumdrax Lands" means land at the date of this Deed owned by Dumdrax being Lot 4 in Deposit Plan 813858.

"Electricity Supply" means the provision of electricity from the Martin Lands to operate the pump and control equipment for the Mount Harris Water Supply Scheme.

"Eligible Registered Proprietor" means a proprietor for the time being of any of lots 1, 2 and 4 in Deposited Plan 813858 and Lot 103 in Deposited Plan 1019112.

"Martin Lands" means Lot 2 in Deposit Plan 813858.

*[Handwritten signatures]*

"Mount Harris Water Supply Scheme" means the water supply scheme established pursuant to this Deed.

"Scheme" means the Mount Harris Water Supply Scheme established under this Deed.

"Tilse Lands" means lands owned by Tilse at the date of this Deed now being Lot 103 in Deposit Plan 101812 being part only of lands formerly in Lot 3 DP 815868.

## 1. SCHEME CONCEPT

## 2. TILSE EASEMENT

These hereby agrees to grant an easement for water supply 4 wide to facilitate the installation of an electric pump, pipe line, electrically supply and control lines in the position substantially conforming to that disclosed on the plan attached. The terms of

The terms of

the easement and other relevant details to obtain compliance with Section 88(1) of the Conveyancing Act, 1919 are set out in Schedule 1 under the heading "Tilse Easement".

3. **DURNDRAX EASEMENT**

Dumdrax hereby agrees to grant an easement for water supply 4 wide to facilitate the installation of a pipe line equipment including valves and meters, electrically supply and control lines in the position substantially conforming to that disclosed on the plan attached. The terms of the easement and other relevant details to obtain compliance with Section 88(1) of the Conveyancing Act, 1919 are set out in Schedule 2 under the heading "Dumdrax Easement".

4. **MARTIN ELECTRICITY SUPPLY**

Martin hereby warrants in favour of the other parties hereto and for the benefit of any future participant in the Mount Harris Water Supply Scheme that Martin will provide to the Scheme electrically including control lines so as to operate the electric pump installed in the Tilse Easement and to enable the water extracted from the Hunter River to be distributed to the Participating Registered Proprietors through the Dumdrax Easement.

5. **CAPITAL CONTRIBUTIONS**

Martin warrants that Martin will cause to be installed the infrastructure for the Mount Harris Water Supply Scheme as more particularly specified in Schedule 3 conditional upon Martin having received the initial capital contribution required from each of the parties. Initial capital contributions are to cover the cost of installing and commissioning the Scheme exclusive of the costs as will be incurred by each party in providing water storage facilities on their land.

Each of the parties hereto shall at their own cost provide a water storage facility (a dam or a tank) to receive water from the Scheme. Each proprietor shall provide details of their water storage facility to Martin to facilitate the design of the Scheme.

Dumdrax and Tilse warrant that they will provide such assistance and provide such consents as may be required to enable Martin to install and commission the Mount Harris Water Supply Scheme.

*[Handwritten signatures and initials are present at the bottom right of the page.]*

Marlin shall be entitled to effect such variations to the Scheme (as described in Schedule 3) as may be reasonably necessary to provide an effective water distribution arrangement with a capacity of 1.5 litres per second. Marlin shall not be entitled to make any substantial change to the specification or design of the system without the consent of all parties hereto.

The parties warrant that they will contribute to the cost of installation and commissioning of the Mount Harris Water Supply Scheme (the initial capital contribution) in accordance with the proportions specified in Schedule 3. Marlin shall be entitled to have received all initial capital contributions prior to commencing installation of the Scheme. Once all initial capital contributions have been paid, Marlin shall promptly proceed with the installation and commissioning of the Scheme.

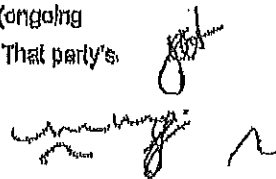
In the event that the Scheme is installed by Marlin prior to an initial capital contribution being received from a party hereto, then Marlin shall be entitled, in addition to the amount as would otherwise be payable as the initial capital contribution, such additional costs as may be incurred together with interest on all unpaid amounts such interest to be calculated at 2% per month and compounded monthly.

#### 6. ONGOING COST OF THE SCHEME

The ongoing contribution to the Scheme shall be such amount as is necessary to:-

- (i) Pay any fees as may be payable to any Government Department (Department of Natural Resources or otherwise) to secure access to water for stock and domestic purposes from the Hunter River;
- (ii) Provide the power (electricity) to enable the pump to extract water from the Hunter River and to distribute it;
- (iii) To meet general repairs and maintenance costs;
- (iv) To provide a sinking fund to replace the pump and any other major components at the end of their estimated working life.

Each party hereto covenants with the other parties to meet that proportion of the ongoing costs to which that party is liable under the terms of this Deed. Each party acknowledges that failure to pay their proportion of the ongoing costs (ongoing contributions) will disentitle them to receive water under the Scheme. That party's



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Исх. № 498-26б./допуск 419В-217 по /навиг.-вер-2006 /вспомогат. /КРП-23-Апр-2003 14:05 /регистр /подано в КС  
№ 23 /Форму

Исх. № 498-26б./допуск 419В-217 по /навиг.-вер-2006 /вспомогат. /КРАСН-Хар-2003 34.05 /перевоз /показ в КЗ  
№ 217 /доп.

Исх. № 498-26б./допуск 419В-217 по /навиг.-вер-2006 /вспомогат. /КРП-23-Апр-2003 14:05 /регистр /подано в КС  
№ 23 /Форму

Исх. № 498-26б./допуск 419В-217 по /навиг.-вер-2006 /вспомогат. /КРП-23-Апр-2003 14:05 /регистр /подано в КС  
№ 23 /Форму

Исх. № 498-26б./допуск 419В-217 по /навиг.-вер-2006 /вспомогат. /КРАСН-Хар-2003 34.05 /перевоз /показ в КЗ  
№ 217 /доп.

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- (iii) To determine from time to time the maximum daily allocation available to the Participating Registered Proprietors.
- (iv) Where appropriate, to provide a schedule advising the days and times when water will be available to a Participating Registered Proprietor, unless otherwise determined that a schedule shall entitle Participating Registered Proprietors on a rotating weekly basis to receive water to the exclusion of the other Participating Registered Proprietors.
- (v) To determine a budget or budgets with regard to the replacement of the components of the Scheme which budget shall be revised annually (re: replacement capital contribution).
- (vi) Set the replacement capital contributions on each anniversary of this Deed.
- (vii) To determine a budget or budgets with regard to maintenance and operation of the supply facilities which budget shall be revised periodically (the ongoing contribution).
- (viii) Determine levies for the ongoing contribution by each Participating Registered Proprietor for water supplied or to be supplied to them by the Scheme.
- (ix) Shall notify the Participating Registered Proprietors of its budget proposals not less than fourteen days prior to the implementation thereof.
- (x) Collect from a Participating Registered Proprietor the contribution (whether the replacement capital contribution or ongoing contribution) including the power to take action to recover any such monies as the duly appointed Attorney of all persons who are parties hereto and in respect of whom authority is required to enable proceedings to issue.
- (xi) Shall maintain full and sufficient records of:
  - (1) Its budgets;
  - (2) Its decisions;
  - (3) Expenses incurred in respect of any period;
  - (4) Contributions/levies raised and particulars of payment referable thereto.

referred to



- (xii) Shall cause all monies received to be credited to an account conducted on behalf of the Participating Registered Proprietors and shall cause all payments on behalf of the Participating Registered Proprietors to be made from such account by way of cheque.

#### 9. CONTRIBUTION NOTICES

9.1 The Committee shall quarterly or at such other intervals as it deems appropriate issue Contribution Notices to the Participating Registered Proprietor in respect of their proportion or contribution to costs or expenses incurred under this Water Supply Deed.

9.2 The Committee shall cause a sufficient summary to be provided in the Contribution Notice to disclose:-

- (i) total ongoing costs of the Scheme in that period,
- (ii) Volume of water supplied to the Participating Registered Proprietor and the total volume of water supplied to all Participating Registered Proprietors,
- (iii) the amount payable by the Participating Registered Proprietor as their proportion of the total ongoing costs (ongoing contribution).

9.3 Each Participating Registered Proprietor must within fourteen days of receipt of the Contribution Notice cause to be paid to the Committee or its nominee the amount specified in the notice.

#### 10. DEFAULT BY PARTICIPATING REGISTERED PROPRIETOR

10.1 Where a Participating Registered Proprietor is in default of payment of contributions or levies pursuant to the provisions of this agreement then notwithstanding any other provision appearing in this agreement:

- (i) Interest may be imposed on all unpaid amounts from the due date to the date upon which payment is made at the rate of 2% per month (compounded);
- (ii) The Committee shall be entitled to apply any bond or security payment made by the defaulting Participating Registered Proprietor in or towards the amount owing by that person;

*jat*  
*Amud. n*

- 10.2 The Committee may on giving not less than fourteen days notice remove the volumetric water meter servicing the supply to that Participating Registered Proprietor in default and shall be entitled to disable the water supply line to prevent water being supplied to the Participating Registered Proprietor from the Scheme.

#### 11. ACCESS TO RECORDS

Each Participating Registered Proprietor shall be entitled upon reasonable notice and not more than once in each of the six month period to have access for the purpose of inspecting the records maintained by the Committee.

#### 12. DUTIES OF PARTICIPATING REGISTERED PROPRIETOR

Each Participating Registered Proprietor must:

- (i) Provide such assistance to the Committee as may be necessary to ensure the proper operation of the Scheme and in particular the repair and renovation of the pump, pipe line and supply facilities.
- (ii) Ensure the proper operation, maintenance, repair and renovation of all equipment and facilities for the receipt of and storage of water upon his property.
- (iii) Prevent any damage or injury being occasioned to the water supply facilities for this Scheme located within the boundaries of his property and shall solely be responsible for all costs incurred in rectifying or replacing any such facilities damaged or destroyed by him or by any invitee, contractor or servant.
- (iv) Where a separate Sinking Fund is established to replace a component of the Scheme, to pay the Committee an equitable contribution to the Sinking Fund.
- (v) Pay to the Committee all ongoing contributions or levies for water taken from the Scheme.
- (vi) Ensure that a Committee is and remains properly constituted.
- (vii) Implement decisions made by the Committee.
- (viii) Not to take water in excess of any maximum daily allocation determined by the Committee in respect of the Scheme.

*for*  
*Wang*



- (iii) Paid a sufficient deposit or bond to re-establish the bond to the level then appropriate to cover not less than one and a half billing cycles of historical usage by the Participating Registered Proprietor.
- (iv) Reimbursed all costs incurred by the Committee arising out of the default including costs with regard to the removal and installation of the meter and default costs as determined from time to time by the Committee.

#### 16. SUPPLY FAILURE

The parties hereto acknowledge that the Scheme is a voluntary Scheme which is being entered into by the Participating Registered Proprietors with the intention that each Participating Registered Proprietor will receive a mutual benefit under the Scheme. The parties however acknowledge that no other party hereto shall have a liability to another in the event that:-

- (i) The Scheme is precluded from drawing water from the Hunter River.
- (ii) There is a failure of the Scheme and there are insufficient funds to re-establish the Scheme whether for the benefit of all or some of the Participating Registered Proprietors.
- (iii) There is a break down or failure of any part of the Scheme and there is no water supplied by the Scheme during any period (notwithstanding the length of that period).

#### 17. COSTS AND STAMP DUTY

##### 17.1 Stamp Duty

All stamp duty in connection with this Agreement will be payable by Durrdrax.

##### 17.2 Other Legal Costs

Each party must pay their own costs of this Agreement and the transactions contemplated by it unless otherwise specifically provided for.

*for*  
*unpaid*

## 18. GST

Where any supply made pursuant to this Deed is a taxable supply for the purpose of the GST Law, then the person required to make a payment shall pay the GST referable to that supply in addition to the value of the supply.

## 19. NOTICES

### 19.1 Method of giving notices

A notice, consent, approval or other communication (each a 'Notice') under this Agreement must be in writing signed by an officer or solicitor of the party, addressed to the party to whom it is to be given.

### 19.2 Time of receipt

A Notice may be given by personal delivery, pre-paid mail or facsimile and is treated as having been given and received:

- (i) If delivered to a party's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (ii) If sent by pre-paid mail, on the third Business Day after posting; or
- (iii) If transmitted by facsimile to a party's address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.

### 19.3 Addresses for notices

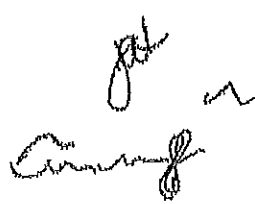
For the purposes of this clause the addresses and facsimile numbers of the parties are as follows:

Dumdrax:

Address: 16 Elgin Street, Maitland, NSW, 2320.

Fax number: 02 49341602

Attention: Ralph Ward



Address: 41 Mount Harris Drive, Bolwarra Heights, NSW. 2320.

Attention: Geoffrey Thompson

Address: 6 Mount Harris Drive, Belwarra Heights, NSW, 2820.



Attention: Maxine Martin

Address: 8 Mount Harris Drive, Bolwarra Heights, NSW, 2320.

Attention: Julie Tilse

(1) A party must notify the other parties that it has changed its address,

- (ii) A party must send a notice to the other party's last notified address.

## 20.1 Confidentiality

Clause 20.1 will not apply;

- (i) If disclosure is required by law; or
- (ii) to disclosure on a confidential basis to a party's legal or financial advisers; or
- (iii) if and to the extent that the information is in the public domain otherwise than as a result of a breach of clause 20.1 by the party seeking to rely on this clause.

Each party must at its cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement although not specifically provided for.

The invalidity or unenforceability of any part of this Agreement does not affect the enforceability of any part or provision of this Agreement and the invalid or unenforceable part is severable.

**This Agreement (including its schedules and annexures):**

- (i) constitutes the entire agreement between the parties as to its subject matter; and
- (ii) In relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party

Handwritten signature: *John J. [unclear]*

#### 20.5 Variation

Modifications and amendments to this Deed must be in writing signed by each of the parties.

#### 20.6 Waiver

A right may only be waived in writing, signed by the party giving the waiver, and:

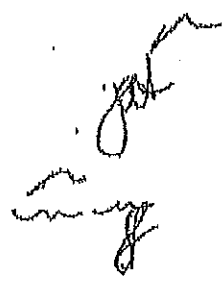
- (i) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (ii) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (iii) the exercise of a right does not prevent any further exercise of that right of any other right

#### 20.7 Governing Law and Jurisdiction

- (i) The law of New South Wales governs this Agreement.
- (ii) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

#### 20.8 Execution of Counterparts

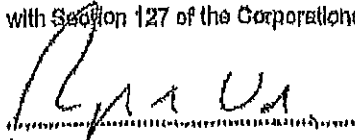
This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.

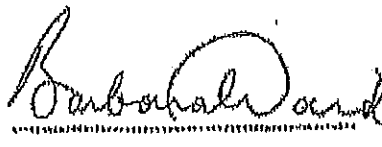
Handwritten signatures in ink, appearing to be 'John' and 'Mary'.




IN WITNESS whereof the parties hereby have executed this Deed the day and year firstly  
hereinbefore written.

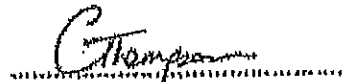
EXECUTED on behalf of DURNDRAK PTY.  
LIMITED (ACN 003 674 840) in accordance  
with Section 127 of the Corporations Act )

  
Secretary

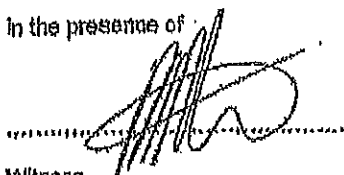
  
Director

SIGNED by the said GEOFFREY  
MICHAEL THOMPSON in the presence of )

  
Witness

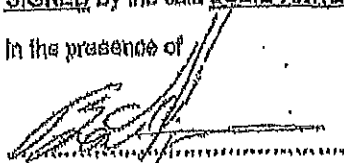


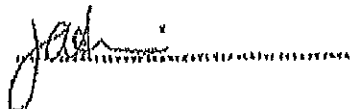
SIGNED by the said MAXINE MARTIN  
in the presence of )

  
Witness

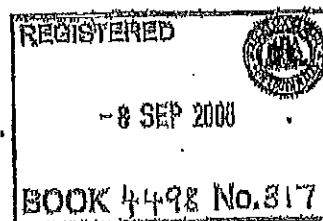


SIGNED by the said JULIE ANNE TILSE  
in the presence of )

  
Witness



BRENT TULSE



TILSE EASEMENT

John  
in  
8

## SCHEDULE 2

### DURNDRAX EASEMENT

#### Terms of Easement for Water Supply 4 Wide

The owners of the Lots benefited may:

- (a) install metering and control equipment including isolation valves in order to monitor and record water distributed by the Mount Harris Water Supply Scheme in accordance with the Deed referable thereto, but only within the site of this easement.
- (b) install such ancillary facilities, whether pipes, cables, control lines on the Lot burdened, but only within the site of this easement.
- (c) run water in pipes through the Lot burdened, electricity and control signals through the cables in the Lot burdened, but only within the site of this easement.
- (d) do anything reasonably necessary for that purpose including:-
  - (i) entering the Lot burdened; and
  - (ii) taking anything on to the Lot burdened; and
  - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes and equipment.

Provided however that the owner of a Lot benefited shall only be entitled to access water through or by the easement for water supply in accordance with the terms of the Mount Harris Water Supply Deed whatsoever a Participating Registered Proprietor within the terms of that Deed.

#### Land Burdened

Lot 4 in Deposit Plan 818858

#### Land Benefited

Lot 108 in Deposit Plan 1018112 and Lots 1 and 2 in Deposit Plan 818858

#### Variation

Persons having the right to release or vary the terms of the easement is the registered proprietors of the land benefited in accordance with the terms of the Mount Harris Water Supply Agreement.

*[Handwritten signatures and initials]*

**SCHEDULE 3**  
**SPECIFICATIONS**

- \* 415 volt, 3 phase submersible pump located on the Tleea land - Grundfos model SPBA - 17;
- \* 24 volt control line to each discharge point;
- \* pump flow - 1.5 litres per second (20 gallons per minute);
- \* distribution main comprising approximately 400 metres of 63 mm PNB poly pipe. Balance of distribution system to be 2 inch rural poly pipe;

**CONTRIBUTIONS**

**Lot 1**

Owner G.M. Thompson 34.06%

**Lot 2**

Owner M. Martin 34.06 %

**Lot 103 DE1019112 (formerly Lot 3)**

Owner J.A. Tleea 31.88%

**Lot 4**

Owner Durndrex Pty. Limited 0%

*John*  
*Wright*  
*1*



Form: 11R  
Licence: 01-05-070  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Tranter Lawyers

## REQUEST

New South Wales  
Real Property Act 1900

# AK930924G

**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.

(A) STAMP DUTY	If applicable. Office of State Revenue use only		
(B) TORRENS TITLE	FOLIO 1/813858 AND FOLIO 4/813858		
(C) REGISTERED DEALING	Number		Torrens Title
(D) LODGED BY	Document Collection Box <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any <b>GRANGE ESTATES (NSW) P.L. P.O. BOX 745 MIRANDA NSW 1490 95256277</b>	CODE <b>R</b>
(E) APPLICANT	Reference: <input type="text"/>		
(F) NATURE OF REQUEST	GRANGE ESTATES (NSW) PTY LIMITED ACN 079 624 909 and GEOFFREY MICHAEL THOMPSON		
(G) TEXT OF REQUEST	Registration of Voluntary Planning Agreement pursuant to section 93H of the Environmental Planning & Assessment Act 1979		
(H) CERTIFIED CORRECT	The Registrar General registering on the title to the land the Planning Agreement between the Minister for Planning ABN 38 755 709 681 and Grange Estates (NSW) Pty Limited ACN 079 624 909 and Geoffrey Michael Thompson which is annexed at "B" to this Request and forms part of this Request.		

### DATE

- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Company: Grange Estates (NSW) Pty Ltd ACN 079 624 909  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: Darryl Bruce Punnett  
Office held: Director

Signature of authorised person:

Name of authorised person: Trevor Charles Punnett  
Office held: Director

- (I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No.  Full name:  Signature:

\*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Page 1 of 37 PAGES

1/813858  
CT Produced by 124E on 06.12.16 for R  
CT 4/813858 by 45A on 12.12.16 for R

ANNEXURE A TO THE REQUEST BY GRANGE ESTATES (NSW) PTY LIMITED ACN 079 624 909  
AND GEOFFREY MICHAEL THOMPSON FOR THE REGISTRATION OF THE VOLUNTARY  
PLANNING AGREEMENT ON FOLIOS 1/813858 AND 4/813858 AND MINISTER FOR PLANNING ABN  
38 755 709 681

DATED

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

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

Signature of witness:

*Jennifer Leslie*

Signature of Applicant:

*G Thompson*

Name of witness:

*Jennifer Leslie*

Address of witness:

*45 High Street East Maitland  
NSW 2323*

Certified correct for the purposes of the Real Property Act 1900  
and executed on behalf of the corporation named below by the  
authorised person(s) whose signature(s) appear(s) below  
pursuant to the authority specified.

Corporation: Grange Estates (NSW) Pty Limited ACN 079 624 909

Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

*Darryl Bruce Punnett*

Signature of authorised person:

*Trevor Charles Punnett*

Name of authorised person: Darryl Bruce Punnett  
Office Held: Director

Name of authorised: Trevor Charles Punnett  
Office Held: Director

Signed on behalf of  
Minister for Planning ABN 38 755 709 681  
by his authorized officer/delegate in the presence of:

*M. Gayne*

Witness

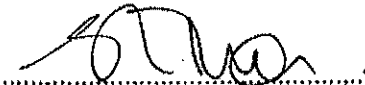
*Brendan Nelson*


Signature of authorised officer/delegate

*MARY-ROSE GAYNE*  
Print Name

*BRENDAN NELSON*  
Name of authorised officer/delegate

Signed on behalf of  
National Australia Bank Limited  
By its authorised officer:

  
.....  
Witness

  
.....  
Signature of authorised officer

KANE TURNER .  
.....  
Print Name

CHRISTOPHER HEWITT  
.....  
Name of authorised officer

20 SEAVIEW ST  
CROWULLA 2230

Signed on behalf of  
ING Bank (Australia) Limited  
By its authorised officer: attorney  
under registered power of  
attorney Book 4850 No 82  
who has no revocation of the  
power of attorney in the presence of:


Witness



Signature of authorised officer Attorney

.....  
Print Name Sandy Lee  
Gadens  
77 Castlereagh Street  
SYDNEY NSW 2000

.....  
Name of authorised officer Anthony Dominic Walsh  
Attorney

  
Signature of Attorney

Ruth Helen Neal  
Name of Attorney



Annexure 'B'

**Minister for Planning**

ABN 38 755 709 681

and

**Grange Estates (NSW) Pty Limited**

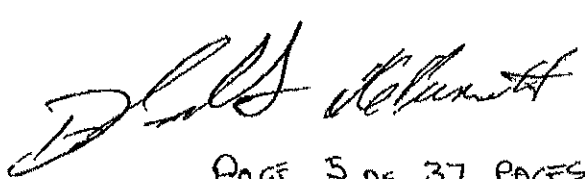

ACN 079 624 909

and

**Geoffrey Michael Thompson**

**Planning Agreement**

Environmental Planning and Assessment Act 1979

  
  
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THIS deed is dated

9 November

2016

**PARTIES:**

**MINISTER FOR PLANNING** (ABN 38 755 709 681) of Level 15, 52 Martin Place, Sydney, New South Wales, 2000 (**Minister**)

AND

**GRANGE ESTATES (NSW) PTY LIMITED** (ACN 079 624 909) of Level 1, Suite 20, 19-21 Central Road, Miranda, New South Wales, 2228

**GEOFFREY MICHAEL THOMPSON** of 4 Mount Harris Drive, Maitland Vale, New South Wales, 2320

(together known as **Developer**)

**INTRODUCTION:**

- A** Each Developer owns that part of the Land described in Schedule 3.
- B** The Developer proposes to carry out the Development on the Land.
- C** The Developer's Consultant, Charleston Consulting Pty Limited, made a Development Application to the Consent Authority on the Developer's behalf in respect of the Land (being Development Application No. 11-1824).
- D** The Consent Authority granted Development Consent to the Development Application on 10 July 2012 pursuant to the LEP 1993. The Development Consent (as modified on 10 February 2015) grants consent to a master plan for the subdivision of the Land into 77 residential lots and 2 residue lots which is to be undertaken in 5 stages, and approves the creation of the 19 lots contained within Stage 1. Further Development Applications are required to be lodged to create the remaining lots proposed within Stages 2-5.
- E** 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 public infrastructure referred to in clause 6.1 of the LEP.
- F** 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 and with reference to the requirements of the LEP 1993.

S:2455984\_3 DSH

**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, gazetted 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 which the Minister determines in its sole discretion.

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

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

**Development** means the subdivision of the Land into approximately 77 residential lots and 2 residue lots generally in accordance with the Development Consent granted by the Consent Authority for Development Application No.11-1824 (as modified) comprising the Initial Development and the Remaining Development.

**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).

**Initial Development** means Stage 1 of the Development being the subdivision of part of the Land into 19 lots approved as part of the Development Consent for Development Application No.11-1824 (as modified) as identified on the plan exhibited and marked "Annexure A" to this deed as signed by all the parties.

**Land** means the land described in Schedule 3 of this deed.

**LEP** means the *Maitland Local Environment Plan 2011*.

**LEP 1993** means the *Maitland Local Environmental Plan 1993*

**Net Developable Area** means the net developable area of the Land as defined in Schedule 6 of this deed or as calculated having regard to any determination made in accordance with section 94EE of the Act with respect to the Land.

**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).

**Remaining Development** means Stages 2 to 5 of the Development being the subdivision of the Land into the remaining number of lots for which a master plan was approved as part of the Development Consent for Development Application No.11-1824 (as modified) as identified on the plan exhibited and marked "Annexure A" to this deed as signed by all the parties .

**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 and clause 55 of LEP 1993.

**Secretary** means the Secretary of the Department of Planning and Environment from time to time (or nominee, whether nominated before or after this deed).

**Security Amount** means the amount identified in clause 2(a) of Schedule 5 of this deed.

**Special Infrastructure Contribution** means a contribution determined in accordance with section 94EE of the Act with respect to the Land.

**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**, **schedule** or **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 will commence from the date 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.

### **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 Determination of Special Infrastructure Contribution**

- (a) This clause will apply where:
  - (i) the Minister determines a Special Infrastructure Contribution; and
  - (ii) upon the date of determination of the Special Infrastructure Contribution, the Developer has not provided the Development Contribution in full.
- (b) If the determination of a Special Infrastructure Contribution specifies a rate or method of calculation for a contribution amount that if applied to this deed would result in a contribution amount that is less than the amount that would have been payable under this deed having regard to the rate and method of calculation of a Contribution Amount, then:

- (i) the Special Infrastructure Contribution amount will be deemed to be the Contribution Amount for the purpose of this deed;
- (ii) the Minister will not be required to refund any part of the Development Contribution paid by the Developer under this deed to the extent that such amounts exceed the Special Infrastructure Contribution; and
- (iii) the Developer will be entitled to a credit to be offset against the balance of any unpaid Contribution Amounts payable under this deed as at the date of the determination for an amount equal to the difference between:
  - (A) all paid Contribution Amounts as at the date of the determination of the Special Infrastructure Contribution; and
  - (B) the Special Infrastructure Contribution.

#### **4.3 Acknowledgement**

The Developer acknowledges and agrees that the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose 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 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 will be 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 Bank Guarantee 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 will take all practical steps and otherwise do anything to procure:
- i) the consent of each person 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; and
  - ii) the execution of any documents; and
  - iii) the production of the relevant certificates of title; and
  - iv) the lodgement of this deed in a registerable form at the Land and Property Information for registration by the Registrar-General in the relevant folio of the Register, 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 and a copy of the registered dealing 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 (a) 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 techniques such as mediation, expert evaluation or other techniques 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 Rules of the Law Society of NSW. 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 will 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 GST Exclusive. 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 under or in connection with this deed (the **GST Amount**), the Recipient will pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as Recipient of the supply, the Developer will 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 will assume the Minister is not entitled to any input tax credit.

### **9.8 No merger**

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

## **10 ASSIGNMENT**

### **10.1 Consent**

This deed is personal to each party and no party may assign the rights or benefits of this deed to any person except:

- (a) to a related body corporate, after obtaining the consent of the other parties, which the other parties must not withhold if it is reasonably satisfied that the related body corporate has sufficient assets, resources and expertise to perform all of the assigning party's obligations under this deed; or
- (b) to any other person, with the prior consent of the other parties, which the other parties may give, give conditionally or withhold in its absolute discretion.

## **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, will not merge on the occurrence of that event but will remain 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 shall 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 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.

- (b) A Notice is given if:
- (i) hand delivered, on the date of delivery;
  - (ii) sent by facsimile transmission during any Business Day, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted; or
  - (iii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting.

## 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
<b>Planning instrument and/or development application – (section 93F(2))</b>  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) Yes
<b>Description of land to which this deed applies – (section 93F(3)(a))</b>	See Schedule 3
<b>Description of change to the environmental planning instrument to which this deed applies – (section 93F(3)(b))</b>	N/A
<b>The scope, timing and manner of delivery of contribution required by this deed – (section 93F(3)(c))</b>	See Schedule 4
<b>Applicability of sections 94 and 94A of the Act – (section 93F(3)(d))</b>	The application of sections 94 and 94A of the Act is not excluded in respect of the Development.
<b>Applicability of section 94EF of the Act – (section 93F(3)(d))</b>	The application of section 94EF of the Act is excluded in respect of the Development.
<b>Consideration of benefits under this deed if section 94 applies – (section 93F(3)(e))</b>	No
<b>Mechanism for Dispute Resolution – (section 93F(3)(f))</b>	See clause 8
<b>Enforcement of this deed – (section 93F(3)(g))</b>	See clause 6
<b>No obligation to grant consent or exercise functions – (section 93F(10))</b>	See clause 13.13

**Table 2 – Other matters**

<b>REQUIREMENT UNDER THE ACT OR REGULATION</b>	<b>THIS DEED</b>
<b>Registration of the Planning Agreement – (section 93H of the Act)</b>	Yes (see clause 7)
<b>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)</b>	No
<b>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)</b>	No
<b>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)</b>	Yes (see clause 3(c) of Schedule 4)

**SCHEDULE 2**

**Address for Service (clause 1.1)**

**Minister**

**Contact:** The Secretary

**Address:** Department of Planning and Environment  
23-33 Bridge Street  
SYDNEY NSW 2000

**Facsimile No:** (02) 9228 6191

**Developer**

**Contact:** HDB Town Planning and Design  
(Attention: Mathew Egan)

**Street Address:** 1st Floor, 44 Church Street  
Maitland NSW 2320

**Postal Address:** PO Box 40  
Maitland NSW 2320

**Facsimile No:** (02) 4933 6683

SCHEDULE 3

Land (clause 1.1)

1    Lots proposed for development

Title Details	Owner
Lot 1 in DP813858	Geoffrey Michael Thompson
That part of Lot 4 in DP813858 which is shown cross-hatched on the plan which forms Annexure B to this deed.	Grange Estates (NSW) Pty Limited

## **SCHEDULE 4**

### **Development Contributions (clause 4)**

#### **1 Development Contributions**

The Developer undertakes to make the following Development Contributions:

- (a) The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

<b>Development Contribution</b>	<b>Value</b>	<b>Timing</b>
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 each Subdivision Certificate application relates.	Pursuant to clause 3 of this Schedule 4.

- (b) 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 Land to which a Subdivision Certificate application relates.

- (b) On each CPI Adjustment Date, the value of X in clause 2(a) will be adjusted by multiplying X by an amount equal to the Current CPI divided by the Base CPI.

#### **3 Payment of Contribution Amounts**

- (a) Subject to clause 3(b), 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 pay to the Minister or the Minister's nominee the Contribution Amount in respect of the Initial Development on execution of this deed.



[Note: The Contribution Amount for the Initial Development has been calculated, in accordance with clause 2, as \$118,730 as at 1 February 2016.]

- (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 109J(1)(c1) of the Act.

## **SCHEDULE 5**

### **Security terms (clause 6)**

#### **1 Developer to provide Bank Guarantee**

- (a) In order to secure the payment of each Contribution Amount, the Developer has agreed to provide security in the form of a Bank Guarantee.
- (b) The Bank Guarantee must:
  - (i) name the "Minister for Planning and Department of Planning and Environment ABN 38 755 709 681" as the relevant beneficiaries; and
  - (ii) not have an expiry date.

#### **2 Bank Guarantee**

- (a) Upon execution of this deed, the Developer will provide security to the Minister in the form of the Bank Guarantee for a face value equivalent to \$20,000.
- (b) From the date of execution of this deed until the date that the Developer has provided the Development Contribution in full, the Minister will be entitled to retain the Bank Guarantee.

#### **3 Claims under the Bank Guarantee**

- (a) The Minister may call upon a Bank Guarantee where:
  - (i) the Developer has failed to pay a Contribution Amount on or before the date for payment under this deed; or
  - (ii) the Developer has failed to provide one or more Bank Guarantees to ensure that at all times the value of the security held by the Minister is for a face value equivalent to the Security Amount,and retain and apply such monies towards the costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon a Bank Guarantee the Minister must give the Developer not less than 10 Business Days written notice.
- (c) If :
  - (i) the Minister calls upon a Bank Guarantee; and
  - (ii) applies all or part of such monies towards the 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 Bank Guarantee in accordance with clause 3(b) of this Schedule 5,then the Developer must provide to the Minister a replacement Bank Guarantee to ensure that at all times until the date that the Developer has provided the Development Contribution in full, the Minister is in possession of a Bank Guarantee for a face value equivalent to \$20,000.