

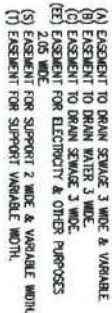
Surveyor: BRETT DOUGLAS KITTEL
 Date of Survey: 17/8/12
 Surveyor's Ref: 05144/13
 PP DP 1164893

PLAN OF SUBDIVISION OF LOT 20 DP 24649, LOTS 5 AND 6 DP 24509 & LOT 1244 DP 1151856.

LGA: MUSWELLBROOK
 Locality: MUSWELLBROOK
 Subdivision No: 315
 Lengths are in metres. Reduction Ratio 1:800

Registered:
 14.9.2012

DP1164893



DP1164893

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

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

IT IS INTENDED TO DEDICATE WRIGHT CIRCUIT, LYNCH STREET, JEANS STREET, GORE STREET AND THE EXTENSION HENRY DANGAR DRIVE TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 1380 AS PUBLIC RESERVE

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

1. EASEMENT TO DRAIN WATER 3 WIDE (B)
2. RESTRICTIONS ON THE USE OF LAND
3. RESTRICTIONS ON THE USE OF LAND
4. EASEMENT FOR SUPPORT 2 WIDE AND VARIABLE (S)
5. EASEMENT FOR SUPPORT VARIABLE WIDTH (T)
6. RESTRICTIONS ON THE USE OF LAND
7. EASEMENT TO DRAIN SEWAGE 3 WIDE AND VARIABLE (A)
8. EASEMENT TO DRAIN SEWAGE 3 WIDE (C)
9. EASEMENT TO DRAIN SEWAGE 5 WIDE (D)
10. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (EE)
11. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 30 WIDE (E)
12. RIGHT OF CARRIAGEWAY 7 WIDE AND VARIABLE (R)
13. RESTRICTION ON THE USE OF LAND

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

Crown Lands NSW/Western Lands Office Approval

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

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

Subdivision Certificate

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

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

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Muswellbrook Shire Council.....
Date of Endorsement: 24.8.12.....
Accreditation no: N/A.....
Subdivision Certificate no: 315.....
File no: DA263/2004 - STAC.E.13.....

* Delete whichever is inapplicable.

DP1164893

Registered:  14.9.2012

Title System: Torrens

Purpose: Subdivision

PLAN OF SUBDIVISION OF LOT 20 DP24649, LOT 5
DP245039, LOT 6 DP245039 & LOT 1244 DP1151856

LGA: Muswellbrook

Locality: Muswellbrook

Parish: Broughan

County: Durham

Surveying & Spatial Regulation, 2006

I, Brett Douglas Kittel - Pulver Cooper & Blackley.....
of 98 Lawes Street, East Maitland.....

a surveyor registered under the *Surveying Act & Spatial Information
Act, 2002*, certify that the survey represented in this plan is accurate,
has been made in accordance with the *Surveying & Spatial
Regulation, 2006* and was completed on: 17/8/2012.....
The survey relates to connections, Lots 1301 to 1379, 1380, 1381
only (Lot 1300 is partly compiled).....

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

Signature:  Dated: 29/8/12
Surveyor registered under the Surveying Act, 2002

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

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP24649
DP245039
DP1103173
DP1129000
DP1156107

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

SURVEYOR'S REFERENCE:05/144/13

PP DP1164893

9/08/12

* OFFICE USE ONLY *

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 20 DP24649, LOT 5
DP245039, LOT 6 DP245039 & LOT 1244 DP1151856

DP1164893

Registered:



14.9.2012

Subdivision Certificate No:

315

Date of Endorsement:

24.8.12

THE COMMON SEAL of
EASTBROOK ESTATE PTY
LIMITED ACN 106 651 049 was hereunto
affixed duly in the presence of:

Director/Secretary

PETER BRIAN ICKLOW

Director

ALFRED MICHAEL VINCENT ATTARD

THE COMMON SEAL of
EASTBROOK PASTORAL PTY
LIMITED ACN 106 847 027 was hereunto
affixed duly in the presence of:

Director/Secretary

PETER BRIAN ICKLOW

Director

ALFRED MICHAEL VINCENT ATTARD

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 20 DP24649, LOT 5
DP245039, LOT 6 DP245039 & LOT 1244 DP1151856

DP1164893

Registered:



14.9.2012

Subdivision Certificate No:

315

Date of Endorsement:

24.8.12

Execution by Australia and New Zealand banking Group Limited:

Dated at Sydney this 27th Day of August 2012
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522)
signed by its Attorney Anthony Robins
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4388

Signed in the presence of

(Signature)

Florence Lai

(Print Name)

Analyst

(Title)

Execution by Abacus Muswellbrook Pty Ltd:

EXECUTED pursuant to
s.127 Corporations Act

LEONARD CLYDE LLOYD
DIRECTOR

ELLIS NEVILLE VAREJES
COMPANY SECRETARY

PLAN FORM 6A (Annexure Sheet)

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ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 20 DP24649, LOT 5
DP245039, LOT 6 DP245039 & LOT 1244 DP1151856

DP1164893

Registered:



14.9.2012

Subdivision Certificate No:

315

Date of Endorsement:

24-8-12

EXECUTED for and on behalf of AUSGRID

ABN 67 505 337 385 Katherine Margaret Guntoun

its duly constituted Attorney pursuant

to Power of Attorney registered Book 4528

No. 401 in the presence of:-

Attorney

Witness

Brenda Dawn Thomson

Name of Witness

570 George Street
Sydney NSW 2000

Address of Witness

SURVEYOR'S REFERENCE: 05/144/13

PP DP1164893

9/08/12

* OFFICE USE ONLY

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

(Sheet 1 of 17 Sheets)

Plan: **DP1164893**

Plan of Subdivision of Lot 20 DP24649, Lot 5
 DP245039, Lot 6 DP245039 & Lot 1244
 DP1151856 covered by Subdivision Certificate
 No. 315 Dated: 24.8.12

Full name and address of the owner of
 the land:
 (Part formerly in Lot 1244
 DP1151856)

Eastbrook Estate Pty Limited
 ACN 106 651 049
 12/33 Ryde Road
 Pymble NSW 2075

Full name and address of the owner of
 the land:
 (Part formerly in Lot 20 DP24649,
 Lot 5 DP245039 & Lot 6 DP245039)

Eastbrook Pastoral Pty Limited
 ACN 106 847 027
 12/33 Ryde Road
 Pymble NSW 2075

Full name and address of the
 mortgagee of the land:

Australia and New Zealand Banking Group Limited
 ACN 005 357 522
 Level 18, 20 Martin Place,
 Sydney NSW 2000

Full name and address of the
 mortgagee of the land:

Abacus Muswellbrook Pty Ltd
 ACN 124 859 249

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 3 Wide (B)	1302 1303 1304 1305 1344 1345 1346 1347 1348 1349 1350 1351 1352 1353 1354 1355 1356	1301 1301, 1302 1301 to 1303 incl. 1301 to 1304 incl. 1343 1343, 1344 1343, 1345 1343 to 1346 incl. 1343 to 1347 incl. 1343 to 1348 incl. 1343 to 1349 incl. 1343 to 1350 incl. 1343 to 1351 incl. 1343 to 1352 incl. 1343 to 1353 incl. 1343 to 1354 incl. 1343 to 1355 incl.

PPN DP1164893 9/08/12

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

(Sheet 2 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
 DP245039, Lot 6 DP245039 & Lot 1244
 DP1151856 covered by Subdivision Certificate
 No. 315 Dated: 24.8.12

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		1357 1358 1359 1360 1361 1362 1378 1377	1343 to 1356 incl. 1343 to 1357 incl. 1343 to 1358 incl. 1343 to 1359 incl. 1343 to 1360 incl. 1343 to 1361 incl. 1379 1378, 1379
2	Restrictions on the Use of Land	1301 to 1379 inclusive	Every other lot except 1300, 1380 and 1381
3	Restrictions on the Use of Land	1301 to 1379 inclusive	Every other lot except 1300, 1380 and 1381
4	Easement for Support 2 wide and variable width (S)	1302 1303 1304 1305 1306 1307 1308 1309 1333 1334 1335 1336 1337 1338 1339 1340 1341 1344 1345 1346 1347 1348	1301 1302 1303 1304 1305 1306 1307 1308 1334, 1351, 1352 1335, 1350, 1351 1336, 1349, 1350 1337, 1348, 1349 1338, 1347, 1348 1339, 1346, 1347 1340, 1345, 1346 1341, 1344, 1345 1342, 1343, 1344 1341, 1342, 1343 1340, 1341, 1344 1339, 1340, 1345 1338, 1339, 1346 1337, 1336, 1347

RB

W *Q*

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

(Sheet 3 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
 DP245039, Lot 6 DP245039 & Lot 1244
 DP1151856 covered by Subdivision Certificate
 No. 315 Dated: 24.8.12

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		1349 1350 1351 1352 1372 1373 1374 1375 1376 1377 1378	1336, 1337, 1348 1335, 1336, 1349 1334, 1335, 1350 1333, 1334, 1351 1373 1374 1375 1376 1377 1378 1379
5	Easement for Support variable width (T)	1301, 1342, 1343, 1379	Muswellbrook Shire Council
6	Restrictions on the Use of Land	1301 1302 1303 1304 1305 1306 1307 1308 1309 1333 1334 1335 1336 1337 1338 1339 1340 1341 1342 1343 1344 1345	1302 1301, 1303 1302, 1304 1303, 1305 1304, 1306 1305, 1307 1306, 1308 1307, 1309 1308 1334, 1352 1333, 1335, 1351 1334, 1336, 1350 1335, 1337, 1349 1336, 1338, 1348 1337, 1339, 1347 1338, 1340, 1346 1339, 1341, 1345 1340, 1342, 1344 1341, 1343 1342, 1344 1341, 1343, 1345 1340, 1344, 1346

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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 SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 4 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
 DP245039, Lot 6 DP245039 & Lot 1244
 DP1151856 covered by Subdivision Certificate
 No. 315 Dated: 24.8.12

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		1346 1347 1348 1349 1350 1351 1352 1372 1373 1374 1375 1376 1377 1378 1379	1339, 1345, 1347 1338, 1346, 1348 1337, 1347, 1349 1336, 1348, 1350 1335, 1349, 1351 1334, 1350, 1352 1333, 1351 1373 1372, 1374 1373, 1375 1374, 1376 1375, 1377 1376, 1378 1377, 1379 1378
7	Easement to Drain Sewage 3 Wide and variable (A)	1301 to 1379 inclusive	Muswellbrook Shire Council
8	Easement to Drain Sewage 3 Wide (C)	1300	Muswellbrook Shire Council
9	Easement to Drain Sewage 5 Wide (D)	1300	Muswellbrook Shire Council
10	Easement for Electricity and other purposes 2.05 wide (EE)	1330, 1331, 1353, 1354	Ausgrid ABN 67 505 337 385
11	Easement for Electricity and other purposes 15 wide (E)	1300, 1381	Ausgrid ABN 67 505 337 385
12	Right of Carriageway 7 wide and variable (R)	1300 1381	Ausgrid ABN 67 505 337 385 Muswellbrook Shire Council Ausgrid ABN 67 505 337 385

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 5 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 2x.8.12

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
13	Restriction on the Use of Land	1310 to 1326 inclusive	Muswellbrook Shire Council

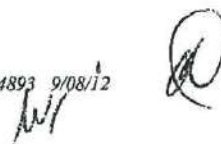
Part 2 (Terms)

1. Terms of restrictions on the use of land numbered two in the plan

- (a) No main building shall be erected on the Lot Burdened having a flat roof unless the design thereof be firstly approved by Eastbrook and as to what constitutes a flat roof shall be determined by Eastbrook whose decision shall be final and binding.
- (b) No building shall be erected on the Lot Burdened having a roof of :
 - (i) corrugated tin, iron, steel or aluminium unless it is non reflective, or
 - (ii) fibre cement, asbestos cement, fibre glass or any other material of a similar nature.
- (c) (i) No fence shall be erected on the Lot Burdened closer to the street than the house building line as fixed by the Council,
 - (ii) Any fence erected on the front alignment of the Lot Burdened for a distance equal to such building line shall not exceed 0.76 metres in height.
- (d) No trees standing on the Lot Burdened shall be lopped, topped, ring barked or removed without the prior consent of the Council.
- (e) No advertisement hoarding sign or sign offering land only for sale or any other similar structure will be erected or permitted to remain on the Lot Burdened nor shall any Lot Burdened or building erected thereon be used for the display of any advertisement sign or notice, provided that this restriction shall not prevent the display of a builder's sign no larger than 1.90 x 1.20. If the Registered Proprietor or any one acting on behalf of the Registered Proprietor places a sign on the Lot Burdened in contravention of this restriction Eastbrook shall be entitled to remove the sign and the Registered Proprietor grants to Eastbrook a licence to enter on to the Lot Burdened for this purpose.
- (f) No main building shall be erected on the Lot Burdened which has a floor area, including car accommodation, of less than 140 square metres.



PPN DP1164893 9/08/12



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 6 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24.8.12

- (g) No garage or outbuilding shall be erected or permitted to remain on the Lot Burdened except until after or concurrently with the erection of any main building.
- (h) (i) No main building shall be erected on the Lot Burdened unless it has an attached garage and such garage shall have a minimum floor area of 15 square metres.
- (ii) No carport may be erected on the Lot Burdened.
- (iii) No shed other than a garden shed as referred to in clause 3 (s) may be erected or permitted to remain on the Lot Burdened unless it:
- is approved by Council,
 - is only used for purposes approved by Council, and in any event not for any commercial purposes,
 - has a floor area which does not exceed 30 square metres,
 - is of a height to the top of the side wall which does not exceed 2.7 metres,
 - is of the same colour as per the fencing requirements described in paragraph (m)(iii) of these restrictions, and
 - has no extensions or additions erected to it.
- (iv) Not more than one shed of the kind permitted under clause 3 (i)(iii) may be erected or permitted to remain upon the Lot Burdened.
- (v) No "lean to" addition or extension to any approved shed upon the Lot Burdened shall be erected or permitted to remain.
- (i) No garage or shed on the Lot Burdened shall be used as or be converted for use as a habitable area. For the purpose of this restriction a habitable area shall be defined as any room capable of being lived in and shall include kitchens, bedrooms, bathrooms, living rooms, dining rooms, rumpus rooms and sunrooms or the like either singularly or in combination with each other or with other rooms.
- (j) (1) Subject to paragraph 1 (j) (2) unless Registered Proprietor obtains the prior written consent of Eastbrook the Registered Proprietor shall not:
- (i) construct more than one dwelling on the Lot Burdened,



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 7 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24.8.12

- (ii) construct any building of the nature known as semi-detached duplex on the Lot Burdened,
- (iii) use or permit to be used the Lot Burdened for any purpose other than as a private dwelling,
- (iv) alter a building on the Lot Burdened in such a way as to create a further dwelling on the Lot Burdened,
- (v) subdivide the Lot Burdened, or
- (vi) operate or permit to be operated upon or about the Lot Burdened a childcare centre, kindergarten or other similar activity.
- (2) The restrictions in paragraphs 1 (j) (1) (i) and (ii) do not apply to Lots 1321, 1322, 1362 and 1363
- (k) No main building on the Lot Burdened shall be used or occupied for residential purposes until completion of the construction of garaging or other vehicle accommodation.
- (l)
 - (i) No fence shall be constructed with fibre cement or asbestos cement or fibreglass or any other material of a similar nature.
 - (ii) No paling fence shall be constructed, and the determination of Eastbrook as to what constitutes a paling fence shall be final and binding.
 - (iii) No fence, including posts and trim, shall be constructed of a height not exceeding 1.8 metres, with steel sheeting unless the sheeting is of a dark green colour, being Cottage Green in colourbond sheeting as produced by Bluescope, or an equivalent colour as approved by Eastbrook.
 - (iv) No fence shall be erected on the boundary of any Lot Burdened which is adjacent to an open area or park area unless that fence is:
 - of a height of not less than 1.8 metres, and
 - made of black chain wire.
 - (v) If the Lot Burdened is a corner lot with two street frontages then the Registered Proprietor shall not:



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SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 8 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24.8.12

- erect a fence of any kind on the street frontage which is the front area of the dwelling, or
- erect any fence on the street frontage which is the side of the dwelling unless such side fence is:
 - (A) constructed of brick,
 - (B) of a height not less than 1.8 metres,
 - (C) set back from the front building line of the dwelling (at its point most distant from the front street) by not less than 1 metre, and
 - (D) established not less than 450mm from the boundary so as to enable the establishment of a planting strip along the side boundary upon the Lot Burdened between the fence and the street boundary.
- (m) No motor vehicle weighing over three tonnes shall be garaged, stored or permitted to remain on the Lot Burdened or the roadway adjacent to the Lot Burdened.
- (n) The Registered Proprietor shall not undertake any landscaping of the Lot Burdened unless such landscaping is carried out in accordance with the design requirements for landscaping for the Estate as provided by Eastbrook which landscaping must be completed:
 - (i) as to the front grounds of the Lot Burdened - within six months of completion of construction of a dwelling, and
 - (ii) as to the rear grounds of the Lot Burdened - within twelve months of completion of the construction of a dwelling.
- (o) The width of any constructed driveway at the point the driveway crosses from the Lot Burdened to public land adjacent to the street shall not exceed four (4) metres.
- (p) The Registered Proprietor shall not establish any letterbox on the Lot Burdened unless the letterbox is in the form of the standard design for the Estate as issued by Eastbrook from time to time.
- (q) No water tank shall be located on the Lot Burdened unless the water tank is:
 - (i) located within the Lot Burdened in a position approved by Eastbrook, and



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SECTION 88B CONVEYANCING ACT 1919.**

Plan: **DP1164893**

(Sheet 9 of 17 Sheets)

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315

Dated: 20.8.12

- (ii) of a colour which is Cottage Green in colourbond sheeting as produced by Bluescope, or an equivalent colour as approved by Eastbrook.
- (r) The Registered Proprietor shall not erect a garden shed on the Lot Burdened unless the garden shed is:
 - (i) of a size approved by Eastbrook,
 - (ii) located within the Lot Burdened in a position approved by Eastbrook, and
 - (iii) constructed of such materials and of such design as are approved by Eastbrook.
- If the garden shed as approved by Eastbrook is constructed of colourbond sheeting it shall be of a colour which is Cottage Green as produced by Bluescope, or an equivalent colour as approved by Eastbrook.
- (s) No fence shall be erected on the Lot Burdened to divide it from any adjoining land in the Estate owned by Eastbrook without the consent of Eastbrook but such consent shall not be withheld if such fence is erected without expense to Eastbrook. This restriction shall remain in force in respect of a Lot Burdened only during such time as Eastbrook is the registered proprietor of any land immediately adjoining the Lot Burdened.
- (t) This restriction on use of land does not apply to that part of lots 1330, 1331, 1353, 1354 burdened by the Easement for Electricity & other purposes 2.05 wide (EE) numbered ten in this plan benefitting Ausgrid

The corporation which is empowered to and has the right to release vary or modify or enforce these restrictions without the consent or concurrence of any Registered Proprietor is Eastbrook for the period commencing upon the date of registration of the Plan and terminating on the date upon which Eastbrook ceases to be the registered proprietor of any lot in Stage 13.

Any release variation or modification of these restrictions in respect of a Lot Burdened shall be made and done in all respects at the cost and expense of the Registered Proprietor.

In addition to the lots benefited by these restrictions on the use of land, during the period specified in the preceding paragraph Eastbrook shall be entitled to the benefit of these restrictions and may bring proceedings to enforce these restrictions notwithstanding that at the time of commencement of any such proceedings it may not itself be the proprietor of any lot benefited by these restrictions.



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(Sheet 10 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24.8.12

2. Terms of restrictions on the use of land numbered three in the plan

- (a) The Registered Proprietor shall not seek approval from Council for, and shall not establish a dwelling upon the Lot Burdened unless a water tank of a kind approved by Council is established on the Lot Burdened in connection with the establishment of the dwelling.
- (b) No fence, including posts and trim, shall be constructed with steel sheeting unless the sheeting is of dark green colour, being Cottage Green in colourbond sheeting as produced by Bluescope, or an equivalent colour as approved by Eastbrook.
- (c) No fence may be established on the Lot Burdened, or a boundary thereof, which is closer to the street frontage of the Lot Burdened than the distance between the front boundary of the Lot Burdened and the front of the dwelling erected thereon less 1 metre.

3. Terms of easement for support 2 wide and variable (S) numbered four in the plan.

- 3.1 The owners of the lots burdened grant to the owners of the lots benefited the right for the lot benefited and all improvements, structures and fixtures constructed, erected or installed on the lot benefited at any time, including any walls, support columns, slabs, foundations and footings, to be supported by the lot burdened to the extent that the lot benefited derives support from the retaining wall and other improvements on the lot burdened.
- 3.2 The owner of the lot burdened must:
 - (a) not do anything which will detract from the support of the lot benefited; and
 - (b) at its own cost, maintain and repair the support that the lot burdened provides the lot benefited by, amongst other things, ensuring that the support is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.
- 3.3 If the owner of the lot burdened does not maintain the support provided by the lot burdened to the lot benefited as required under clause 3.2, the owner of the lot benefited may, at the cost of the owner of the lot burdened, do anything reasonably necessary for the purpose of exercising its rights under this easement, including:
 - (a) carrying out work on the lot burdened to ensure that support is maintained to the lot benefited; and
 - (b) entering the lot burdened with or without tools and equipment and remaining there for any reasonable period of time for that purpose.
- 3.4 In exercising its rights under this easement, the owner of the lot benefited must:
 - (a) ensure all work is done properly;
 - (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (c) restore the lot burdened as nearly as is practicable to its former condition;

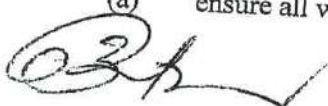
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919.**

Plan: **DP1164893**

(Sheet 11 of 17 Sheets)

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 28.8.12

- (d) make good any collateral damage; and
 - (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.
- 3.5 Except when urgent work is required, the owners of the lots benefited must:
- (a) give the owners of the lots burdened reasonable notice of intention to enter the lots burdened; and
 - (b) only enter the lots burdened during times reasonably agreed with the owners of the lots burdened.
- 3.6 The obligation on the owner of the lot burdened to comply with the terms of this easement is subject to and conditional on the owner of the lot benefited complying with its obligations granted in favour of the owner of the lot burdened (if any) under the restriction on the use of land numbered six in the Plan.
4. **Terms of easement for support variable width (T) numbered five in the plan.**
- 4.1 The owners of the lots burdened grant the authority benefited the right for the land owned by the authority benefited to be supported by the lot burdened to the extent that the land owned by the authority benefited derives support from the retaining wall and other improvements on the lot burdened.
- 4.2 The owner of the lot burdened must:
- (a) not do anything which will detract from the support of the land owned by the authority benefited; and
 - (b) at its own cost, maintain and repair the support that the lot burdened provides the land owned by the authority benefited by, amongst other things, ensuring that the support is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.
- 4.3 The authority benefited must not do anything which will detract from the stability of the retaining wall constructed on the lot burdened.
- 4.4 If the owner of the lot burdened does not maintain the support provided by the lot burdened to the land owned by the authority benefited as required under clause 3.2, the authority benefited may, at the cost of the owner of the lot burdened, do anything reasonably necessary for the purpose of exercising its rights under this easement, including:
- (a) carrying out work on the lot burdened to ensure that support is maintained to the land owned by the authority; and
 - (b) entering the lot burdened with or without tools and equipment and remaining there for any reasonable period of time for that purpose.
- 4.5 In exercising its rights under this easement, the authority benefited must:
- (a) ensure all work is done properly;



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
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(Sheet 12 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24.8.12

- (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (c) restore the lot burdened as nearly as is practicable to its former condition;
- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.

4.6 Except when urgent work is required, the authority benefited must:

- (a) give the owners of the lots burdened reasonable notice of intention to enter the lots burdened; and
- (b) only enter the lots burdened during times reasonably agreed with the owners of the lots burdened.

5. Terms of restrictions on the use of land numbered six in the plan

5.1 The owners of the lots burdened must not commence construction of a dwelling on the lot burdened or install a slab, foundations or footings on the lot burdened unless it has obtained a report from a practising geotechnical engineer certifying that the carrying out of the proposed works and the works as completed will not:

- (a) interfere with the support the lot burdened offers a lot benefited; or
- (b) detract from the stability of any retaining wall constructed within a lot benefited.

5.2 The owners of the lots burdened must not:

- (a) do anything;
- (b) allow anything to occur or be done;
- (c) carry out any minor works; or
- (d) plant a tree or a shrub,

in a manner which may detract from the stability of any retaining wall located on a lot benefited.

6. Terms of Easement for Electricity and other Purposes 2.05 wide (EE) numbered ten in the plan.

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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(Sheet 13 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24-8-12

7. Terms of Easement for Electricity and other Purposes 15 wide (E) numbered eleven in the plan.

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

8. Terms of Right of Carriageway 7 wide and variable (R) numbered twelve in the plan.

A Right of Carriageway within the meaning of Part 1 Schedule 4A of the Conveyancing Act 1919 together with a right to park vehicles within the Right of Carriageway.

9. Terms of restriction on the use of land numbered thirteen in the plan

No habitable building(s) shall be permitted to be constructed unless in accordance with the recommendations for noise attenuation measures contained in Appendix C of Spectrum Acoustics Noise Assessment dated 26 August 2009 and lodged with Council, approved with development consent 263/2004 as amended or varied.

Definitions

In this Instrument:

"Council" means Muswellbrook Shire Council.

"dwelling" includes any building or part of a building designed for or suitable for separate self contained occupancy.

"Eastbrook" shall mean Eastbrook Estate Pty Limited & Eastbrook Pastoral Pty Limited their successors nominees or assigns other than purchasers on sale.

"Estate" means the Eastbrook Links Estate being the total residential development of Eastbrook upon land within which the Lot Burdened is located.

"Lot Burdened" means a lot burdened by this restriction on the use of land and includes each and every part of such a lot.

"Plan" shall mean the plan of subdivision to which this instrument relates.

"Registered Proprietor" means the registered proprietor from time to time of the Lot Burdened.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
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(Sheet 14 of 17 Sheets)

Plan: **DP1164893**

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 26.5.12

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
EASEMENTS NUMBERED ONE, FOUR AND FIVE AND THE RESTRICTIONS ON THE USE
OF LAND NUMBERED SIX IN THE PLAN.

Muswellbrook Shire Council. The cost and expense of any release, variation or modification shall
be borne by the person or corporation requesting the same in all respects.

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTIONS
ON THE USE OF LAND NUMBERED TWO IN THE PLAN.

Eastbrook Pastoral Pty Limited

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
RESTRICTIONS ON THE USE OF LAND NUMBERED THREE AND THIRTEEN AND THE
EASEMENTS NUMBERED SEVEN, EIGHT AND NINE IN THE PLAN.

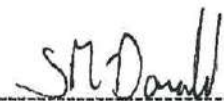
Muswellbrook Shire Council

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
EASEMENTS NUMBERED TEN AND ELEVEN IN THE PLAN.

Ausgrid

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RIGHT OF
CARRIAGEWAY NUMBERED TWELVE IN THE PLAN.

Ausgrid and Muswellbrook Shire Council



Authorised Person
Muswellbrook Shire Council



INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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Plan: **DP1164893**

(Sheet 15 of 17 Sheets)

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24.8.12

THE COMMON SEAL of
EASTBROOK ESTATE PTY
LIMITED ACN 106 651 049 was hereunto
affixed duly in the presence of:



Director/Secretary **PETER BRIAN ICKLOW**

)
)
)
)



Director
ALFRED MICHAEL VINCENT ATTARD

THE COMMON SEAL of
EASTBROOK PASTORAL PTY
LIMITED ACN 106 847 027 was hereunto
affixed duly in the presence of:



Director/Secretary
PETER BRIAN ICKLOW

)
)
)
)



Director
ALFRED MICHAEL VINCENT ATTARD



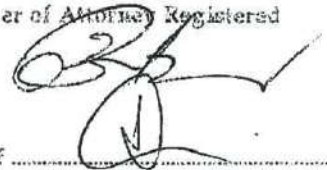
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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(Sheet 16 of 17 Sheets)

Plan: **DP1164893**

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24.8.12

Execution by Australia and New Zealand Banking Group Limited

Dated at Sydney this 27th Day of August 2012
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522)
signed by its Attorney Anthony Reins
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4388

Signed in the presence of _____
(Signature)
Florence Lau
(Print Name)
Analyst
(Title)

Execution by Abacus Muswellbrook Pty Ltd

EXECUTED pursuant to
s.127 Corporations Act



LEONARD CLYDE LLOYD
DIRECTOR



ELLIS NEVILLE VAREJES
COMPANY SECRETARY

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
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Plan: **DP1164893**

(Sheet 17 of 17 Sheets)

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 28.8.12

EXECUTED for and on behalf of AUSGRID)
ABN 67 505 337 385 by its duly constituted)
Attorney pursuant to Power of Attorney)
registered Book 4528 No. 401)
in the presence of:-)

Witness

BRIDGET ANNE THOMPSON
Name of Witness

570 George Street
Sydney NSW 2000

Address of Witness

Attorney

Katherine Margaret Gunton

REGISTERED



14.9.2012



R.P. 13. No. 864731
New South Wales,
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)



FEES:-
Lodgment 1/100
Endorsement : :
Certificate 12 : :
Exam 1/100
Stamps : :
17/14/190

(Trusts must not be disclosed in the transfer.)

WE, NEVILLE ASBURY HALLIDAY of Muswellbrook in the State of New South Wales Solicitor, EDWARD CAMPBELL HUMPHRIES of Muswellbrook aforesaid Company Director and CLIFFORD VALENTINE PARKINSON of Muswellbrook aforesaid Real Estate Agent (herein called transferor) being registered as the proprietors of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of thirty nine thousand one hundred and thirty two pounds (39,122.74) (the receipt whereof is hereby acknowledged) paid to --- by the transferees by ANDREW JONAS LOFBERG of Fymbie Studmaster and his wife LORNA MAY LOFBERG of the same address (herein called transferees)

do hereby transfer to the said transferees as joint tenants
ALL such Estate and Interest in ALL the land mentioned in the schedule following:-

County.	Parish.	Reference to Title (c)			Description of Land (if part only).	(d)
		Whole or Part.	Vol.	Fol.		
Durham	Brougham	Part	6561	146	Being Lots 2, 3, 5 and 12 in Plan lodged with the Registrar General for registration as a Deposited Plan by Dealing No. F775624 and Lots 19 and 20 on Plan also lodged with the Registrar General for registration as a Deposited Plan by Dealing No. F775623.	

And the transferees covenants with the transferor

Excepting and reserving unto the Transferors all mines veins and seams of coal and ironstone and all other mines minerals and metals lying and being within or under the land hereby transferred and all rents and royalties be derived therefrom as more fully set out in Annexure "A" hereto.

ENCUMBRANCES, &c., REFERRED TO.

Reservations of Mines of Gold and Silver in the Crown
Grant of Portion 2 of the said Parish

Signed at Muswellbrook the 12th day of December 1999

Signed in my presence by the transferor
NEVILLE ASBURY HALLIDAY
WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the transferor
EDWARD CAMPBELL HUMPHRIES who is personally KNOWN TO ME

SIGNED in my presence by the transferor
CLIFFORD VALENTINE PARKINSON who is personally KNOWN TO ME

Signed in my presence by the transferees
ANDREW JONAS LOFBERG and LORNA MAY LOFBERG
WHO ARE PERSONALLY KNOWN TO ME

Williamson Transferor.
Ed Campbell
Clifford Valentine
Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
A. J. Lofberg
L. M. Lofberg Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or notched in the attestation.

864731

LODGED BY

CONSENT OF MORTGAGEE!
(N.B.—Before execution read marginal note.)

REED, HANIGAN & TURNER
LAW STATIONERS
10 CASTLE STREET, SYDNEY

1,

release and discharge the land comprised in the mortgage under Mortgage No. [blank] thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of 19

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. [blank] Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19
Signed in the presence of—

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me at the day of one thousand nine hundred and [blank] and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

* To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HERewith.
<input checked="" type="checkbox"/>	<i>Residence</i> <i>breathing mixed etc</i>	To be filled in by person lodging document.
Checked by	Particulars entered in Register Book.	Received Docs.
Volume 6564	Folio 106	Nos.
6797	106	
Filed (in S.D.B.) by		Receiving Clerk.
1/6/97		
the 22nd day of April 1954		
at [blank] minutes past [blank] o'clock in the [blank] noon.		
by	<i>J. H. Pell</i> Registrar-General	

PROGRESS RECORD.

	Initials	Date
To Survey Branch...		
Drawn from Records...		
Written ...		
Draft examined...		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
Vol. 6840		Fol. 245

EXECUTION OUTSIDE NEW SOUTH WALES.
If the parties to a transfer of land are resident in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or the Registrar of Titles of such Dominion, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for Affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 1s. if accompanied by the relevant title or evidence of production thereof, (b) 1s. 6d. otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(c) 5/- for each additional Certificate included in the transfer, (d) 1/- for each new Certificate of Title issued, (e) 5/- where the Transfer contains a covenant purporting to affect the user of any land, (f) 1/- where the Transfer is expressed to be made together with an easement or exemption to reserve an easement or in any way creates an easement, (g) 2/- where partial discharge of a mortgage is endorsed on the Transfer, (h) 2/- for each additional folio where the Certificate exceeds ten folios, (i) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Transfers in common must receive separate Certificates.
If part only of the land is transferred, a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

DF 864732 to follow

G 52796

F¹ 864731

"A"

This the annexure "A" referred to in the Transfer
dated the 12th day of December 1957
between NEVILLE ASBURY HALLIDAY, EDWARD CAMPBELL HUMPHRIES
and CLIFFORD VALENTINE PARKINSON (transferors) and ANDREW
JONAS LOFBERG and LORNA MAY LOFBERG (transferees)

EXCEPTING AND RESERVING unto the Transferors their executors administrators
and assigns all mines veins and seams of coal and ironstone and all other
mines minerals and metals other than minerals reserved to the Crown lying and
being within or under the said land and all rents and royalties to be derived
therefrom together with full right and liberty for the Transferors their
executors administrators and assigns and their agents workmen and lessees and
all other persons by their authority now or hereafter given at any time and
from time to time to search for dig raise carry away and dispose of the said
coal ironstone and other minerals metals and for such purpose to sink drive
erect make and use all such pits shafts adits drifts waterways airways
buildings railways and tramways and other roads engines machinery and other
works upon through over across and under the said land and with full right

for such purposes as aforesaid of ingress egress and regress upon and over
the said land, *subject to compensation to the transferees for all damage*
done to the surface by the said lands

DATED the 12 day of December 1957

SIGNED in my presence by the transferor
NEVILLE ASBURY HALLIDAY who is personally
known to me: *Stephens*

W. Halliday

SIGNED in my presence by the transferor
EDWARD CAMPBELL HUMPHRIES who is
personally known to me: *Stephens*

E. C. Humphries

SIGNED in my presence by the transferor
CLIFFORD VALENTINE PARKINSON who is
personally known to me: *Stephens*

C. V. Parkinson

SIGNED in my presence by the transferees
ANDREW JONAS LOFBERG and LORNA MAY LOFBERG
who are personally known to me:

A. J. Lofberg
L. M. Lofberg

Stephens
Shills
(304)

REED, HANIGAN & TURNER
LAW STATIONERS
10 CASTLE HILL RD ST SYDNEY

**PLANNING CERTIFICATE UNDER
SECTION 10.7 (2) & (5) ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT 1979**

Enquiries Planning
Contact 02 6549 3700
Receipt no.
Your reference 250180

Date: 20 December 2024

Assessment: 120287

Cert No: 20090101

**InfoTrack
GPO Box 4029
SYDNEY NSW 2001**

Owner (as recorded by Council)

Mr L Wiedeck & Ms R Fox

Property Description: 21 Jeans Street MUSWELLBROOK NSW 2333
LOT: 1332 DP: 1164893

Land to which the certificate relates

The information contained in this certificate relates only to the lot or lots described on this certificate. Separate planning certificates can be obtained upon application for the other lots, those certificates may contain different information than is contained in this certificate.

This certificate provides information on how the relevant parcel of land may be developed, including the planning policies that may apply to development of the land, on the date the certificate is issued.

DISCLAIMER

The information provided in this certificate is based on Council's NSW government datasets, historical records and advice from various external authorities, as at the date the certificate is issued. While this data is provided with all due care and in good faith, Council disclaims all liability for any omissions or inaccuracies. The recipient of this certificate is strongly advised to conduct their own independent research and verification and specific inquiries should be made where there is any doubt regarding the applicability or accuracy of the information provided.

CERTIFICATE UNDER SECTION 10.7(2) ENVIRONMENTAL PLANNING & ASSESSMENT ACT

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

STATE ENVIRONMENTAL PLANNING POLICIES

The following State Environmental Planning Policies apply to land within the Muswellbrook Shire LGA:

SEPP (Biodiversity and Conservation) 2021 – This policy contains:

- Planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- The land use planning and assessment framework for koala habitat (Chapter 4).

SEPP (Exempt and Complying Development Codes) 2008 – The policy provides exempt and complying codes that have State-wide application, identifying types of development that are of minimal environmental impact that may proceed without development consent, but may require a complying development certificate.

SEPP (Housing) 2021 - This policy supports the development of diverse housing types, including affordable housing and purpose-built rental housing, reinforce the importance of designing housing for

Date: 20 December 2024

Cert No: 20090101

climate, hazards and to reflect the locality it is being built in, and to mitigate the loss of affordable rental housing.

SEPP (Industry and Employment) 2021 – This policy contains planning provisions for advertising signage in NSW.

SEPP (Planning Systems) 2021 – This policy:

- Identifies State or Regionally significant development, State significant infrastructure, and critical State significant infrastructure (Chapter 2).
- Provides consideration of development delivery plans by local Aboriginal land councils (Chapter 3).
- Allows the Planning Secretary to elect to be the concurrence authority for certain development (Chapter 4).

SEPP (Precincts - Regional) 2021 – This policy contains planning provisions for precinct planning for a specified geographic area. The precincts in this SEPP are located outside the Greater Sydney Region Plan.

SEPP (Primary Production) 2021 – This policy contains planning provisions:

- To manage primary production and rural development including supporting sustainable agriculture.
- For the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

SEPP (Resilience and Hazards) 2021 – This policy contains planning provisions:

- To manage hazardous and offensive development (Chapter 3).
- To provide a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm (Chapter 4).

SEPP (Resources and Energy) 2021 – This policy contains planning provisions:

- For mining, petroleum production and extractive material resource proposals in NSW.
- The locations where open cut mining and coal seam gas projects are prohibited.
- To facilitate the development of extractive resources in proximity to the population of the Sydney.

SEPP (Sustainable Buildings) 2022 – This policy contains planning provisions:

- To encourage the design and delivery of sustainable buildings.
- To minimise the consumption of energy.
- To reduce greenhouse gas emissions.
- To minimise the consumption of mains-supplied potable water.

The provisions apply to residential development (Chapter 2) and non-residential development (Chapter 3).

SEPP (Transport and Infrastructure) 2021 – This policy contains planning provisions:

- For infrastructure, such as hospitals, roads, railways, emergency services, water supply and electricity delivery (Chapter 2).
- For child-care centres, schools, TAFEs and Universities (Chapter 3).

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Further details regarding these State Environmental Planning Policies and the circumstances in which they may apply to the subject and can be found on the Department of Planning's website.

REGIONAL PLANNING INSTRUMENTS

Hunter Regional Plan 2041
Upper Hunter Strategic Land Use Regional Plan 2012

LOCAL PLANNING INSTRUMENTS

The provisions of Muswellbrook Local Environmental Plan 2009 apply to this land.

Employment Zones Reform

On 26 April 2023, Business and Industrial zones were replaced by Employment zones within standard instrument local environmental plans.

A two-year transitional arrangement exists to continue land use permissibility where the translation to employment zones altered the land use permissibility. Until 26 April 2025, a land use that was permissible with consent under a former zone (for instance, the B2 Local Centre zone) that will not be permissible under the translated zone, will continue to be permissible through the transitional provision.

DEVELOPMENT CONTROL PLANS

The provisions of Muswellbrook Development Control Plan 2009 apply to this land.

2. ZONING AND LAND USE

LOCAL ENVIRONMENTAL PLANS

PLANNING INSTRUMENT	Muswellbrook Local Environmental Plan 2009
LAND USE ZONING	R1 General Residential

PERMITTED WITHOUT CONSENT

Home occupations

PERMITTED WITH CONSENT

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hostels; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Tank-based aquaculture; Water recycling facilities; Water supply systems

PROHIBITED

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Any development not specified above.

ADDITIONAL PERMITTED USES

The subject site does NOT have any additional permitted uses that apply to the land.

MINIMUM LAND DIMENSIONS FOR THE ERECTION OF A DWELLING

Under the provisions of the Muswellbrook Local Environmental Plan 2009, the minimum subdivision lot size IS NOT TO BE LESS than 600m².

WHETHER THE LAND IS IN AN AREA OF OUTSTANDING BIODIVERSITY VALUE UNDER THE BIODIVERSITY CONSERVATION ACT 2016

Council does not have sufficient information to ascertain whether the subject land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*. Please contact the Biodiversity Conservation Trust for further information regarding these records.

WHETHER THE LAND IS IN A CONSERVATION AREA

The subject land is not within a conservation area.

WHETHER AN ITEM OF ENVIRONMENTAL HERITAGE IS SITUATED ON THE LAND

The land is NOT affected by any known or listed heritage item.

3. CONTRIBUTION PLANS

The Muswellbrook Section 94 Contributions Plan 2001 and Muswellbrook Section 94A Contributions Plan 2010 applies to the subject site.

The land is not within a special contributions area under the EP&A Act, Division 7.1.

4. COMPLYING DEVELOPMENT

Restrictions **may** apply to the land, but it may not apply to all of the land. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Complying development may not be carried out:

Where the - land is, or is part of, a wilderness area (within the meaning of the <i>Wilderness Act 1987</i>).
Where the land is within an environmentally sensitive area.
Where the land comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located.
Where the land is subject to an interim heritage order under that Act or on which is located an item that is so subject, or
Where the subject lot contains land that comprises, or on which there is, a draft heritage item.
Where the land is reserved for a public purpose by an environmental planning instrument.
Where the land is identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

5. EXEMPT DEVELOPMENT

Date: 20 December 2024

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Restrictions **may** apply to the land, but it may not apply to all of the land. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (a) There are NO affected building notices in force in relation to the land.
- (b) There are NO building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (c) There are NO notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

7. LAND RESERVED FOR ACQUISITION

There are NO environmental planning instruments; deemed environmental planning instruments or draft environmental planning instruments applying to the land that provide for the acquisition of the land by a public authority, as referred to in section 27 of the Environmental Planning and Assessment Act 1979.

8. ROAD WIDENING AND ROAD REALIGNMENT

The subject land IS NOT affected by any road widening or road realignment under: (a) Division 2 of Part 3 of the Roads Act 1993, or (b) Any environmental planning instrument, or (c) Any resolution of the council.

9. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

The land is not categorised as Flood Prone land under an adopted flood study. Development on the land or part of the land may still be subject to flood related development controls if there is a waterway on the land. See Section 13 of Muswellbrook DCP 2009 for more information.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Council has adopted Muswellbrook DCP 2009 to identify requirements that need to be addressed when planning new development on land, with regard to bush fire, contamination and flooding risks.

11. BUSH FIRE PRONE LAND

The land IS NOT bush fire prone land.

12. LOOSE-FILL ASBESTOS INSULATION

There are NO residential premises located on this land that are listed on the register that are required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

13. MINE SUBSIDENCE

Date: 20 December 2024

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The land IS NOT WITHIN a Mine Subsidence District proclaimed under section 15 of the Mine Subsidence Compensation Act, 1961.

14. PAPER SUBDIVISION INFORMATION

There is NOT an adopted development plan or subdivision order that applies to the land.

15. PROPERTY VEGETATION PLANS

Council has NOT been notified of the existence of such a plan or if the land is land to which a property vegetation plan under the Native Vegetation Act 2003 applies.

16. BIODIVERSITY STEWARDSHIP SITES

Council has NOT been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016.

17. BIODIVERSITY CERTIFIED LAND

The land IS NOT biodiversity certified under the Biodiversity Conservation Act 2016.

18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Council has NOT been notified of any order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

19. ANNUAL CHARGES UNDER THE LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES

The Coastal Management Act 2016 DOES NOT apply to this council area.

20. WESTERN SYDNEY AEROTROPOLIS

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 DOES NOT apply to this council area.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

There is NOT a current site compatibility certificate (of which the council is aware), issued under clause 25 of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land.

22. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

There is NOT a current site compatibility certificate for affordable rental housing (of which the council is aware), issued under clause 39 of State Environmental Planning Policy (Housing) 2021 in respect of proposed development on the land.

The accuracy and currency of the details provided by agencies external to Council have not be verified by Muswellbrook Shire Council and should be verified by the applicant.

23. WATER OR SEWERAGE SERVICES

Date: 20 December 2024

Cert No: 20090101

Water or sewerage services are NOT provided to the land under the *Water Industry Competition Act 2006*.

ADDITIONAL MATTERS THAT MUST BE SPECIFIED UNDER SECTION 59(2) UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997

The land to which this certificate relates is NOT within land declared to be significantly contaminated land under the *Contaminated Land Management Act 1997* at the date when the certificate is issued.

The land to which the certificate relates is NOT subject to a management order under the *Contaminated Land Management Act 1997*.

The land to which the certificate relates is NOT the subject of an approved voluntary management proposal under the *Contaminated Land Management Act 1997*.

The land to which the certificate relates is NOT subject to an ongoing maintenance order under the *Contaminated Land Management Act 1997*.

The land to which the certificate relates is NOT the subject of a site audit statement under the *Contaminated Land Management Act 1997*.

POTENTIAL CONTAMINATION

The information under Section 59(2) of the CLM Act 1997 refers to land that has been notified to the NSW EPA as being potentially significantly contaminated - it does not necessarily mean the site is not contaminated.

Council maintains a local register of *potentially* contaminated land based on historical records and previous land uses. Under [State Environmental Planning Policy \(Resilience and Hazards\) 2021, NSW Legislation](#), and Muswellbrook DCP 2009, new development on land may require further investigation to confirm:

1. whether the site is contaminated; and
2. if the land is contaminated, whether the land is suitable in its contaminated state (or will be suitable, after remediation) for the purpose for which any development is proposed to be carried out; and
3. if the land requires remediation to be made suitable for the purpose for which any development is proposed to be carried out, it is satisfied that the land will be remediated before the land is used for that purpose.

If the site to which this planning certificate relates has been identified as being potentially contaminated on Council's local register below, any additional information relating to the lot (if any) may be provided in a Section 10.7(5) certificate.

The subject site has NOT been identified as being potentially contaminated on Council's Local Contamination Register, however, the Muswellbrook Development Control Plan 2009 provisions for contamination may still apply to the site.

ADDITIONAL INFORMATION PURSUANT TO SECTION 10.7(5) OF THE ACT

Council is unaware of any other relevant matters that may affect the land.

Date: 20 December 2024

Cert No: 20090101

For further information, please contact
Planning, Environment & Regulatory Services
on (02) 6549 3700.

S Pope
Director Environment and Planning



Enquiries
Please ask for Belinda Wild
Direct 02 6549 3745
Our reference 20090102
Your reference 250180

23 January 2025

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

Application for Drainage Diagram
21 Jeans Street MUSWELLBROOK NSW 2333 - LOT: 1332 DP: 1164893

Please find attached a copy of the drainage diagram for the above property as requested.

Should you have any further enquiries please contact Planning and Regulatory Services on 02 6549 3745.

Yours faithfully



Belinda Wild
Administration Officer

CDC 63/2013- 21 Jeans Street

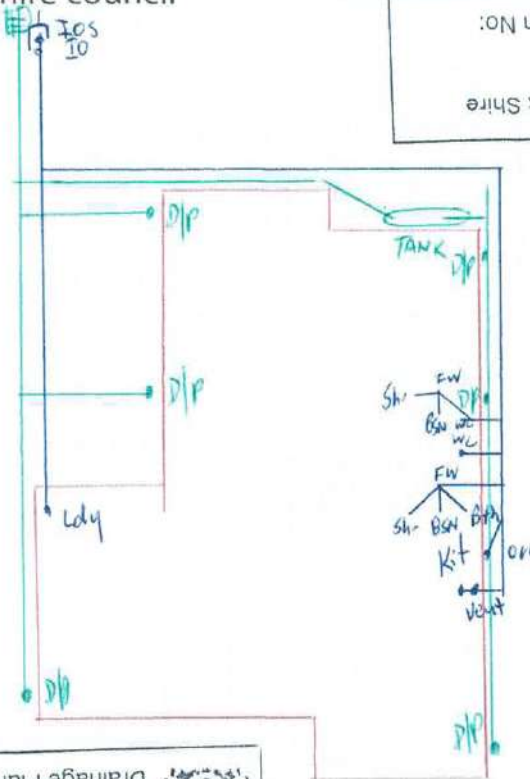


muswellbrook
shire council

Muswellbrook Shire Council
Ph 02 6549 3700 • Fax 02 6549 3701 • Email
PO Box 122 Muswellbrook NSW 2333 • 182 Mallard Street Muswellbrook

Muswellbrook Shire
Council
Drainage Plan No:

Muswellbrook Shire
Council
Drainage Plan No: 4901



Muswellbrook Shire
Council
Drainage Plan No:

	Boundary Trap		AAV Air Admittance Valve		Sink (bat)		Chamber
	Inspection Shaft		H Basin		Trough Laundry		me
	Inspection Opening		Bth Bath Wash		Water Closet		Sewer Interceptor
	Gully		Bid Bidet		Vertical Pipe		Pump Unit
	FW Floor Waste		C/O Clean Out		Waste Stack		On-site Treatment System
	Vertical Junction		FW Floor Waste Gully		Sewer Vent Pipe		Reflex Valve
	Rimmed Junction		Shr Shower		Vent Pipe		Capped Point
	On back Junction		S Sink (kitchen)		Impact Pipe-Misc. Flap		Provisional (future) drain point

NOTE Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and OFT Sewer Service Diagram Requirements.

Page 2 of 1

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Disclaimer: No responsibility is taken for any errors or omissions that may be contained within this map and associated data. No guarantee is given to the accuracy of the information contained with this map

Note: The exact location of drainage indicated on this plan should be verified on site.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Luke Wiedeck & Robyn Fox
Purchaser: Thi Phi Huynh
Property: 21 Jeans Street, Muswellbrook

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
(a) to what year has a return been made?
(b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 7 years:
(i) please identify the building work carried out;
(ii) when was the building work completed?
(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.