



FOLIO: 397/702896

SEARCH DATE	TIME	EDITION NO	DATE
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12/12/2019	9:06 AM	2	14/2/1986

LAND

LOT 397 IN DEPOSITED PLAN 702896
AT MARYLAND
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP702896

FIRST SCHEDULE

NEW SOUTH WALES LAND & HOUSING CORPORATION (T W192955)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- * 2 B817681 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE
- 3 B817681 COVENANT
- 4 DP702896 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES
NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED
CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS
RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE
IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND
COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 395/702896

SEARCH DATE	TIME	EDITION NO	DATE
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12/12/2019	9:06 AM	2	14/2/1986

LAND

LOT 395 IN DEPOSITED PLAN 702896
AT MARYLAND
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP702896

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REFERENCE MARKS		
REF.		
L.	R.M.D.H. & W.s	62° 40' 00"
M.	R.M.D.H. & W.s	62° 40' 00"
N.	R.M.D.H. & W.s	151° 10' 00"
O.	R.M.D.H. & W.s	118° 43' 08"
P.	P.M.C.B.	269° 51' 28"

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

26th April, 1984

D.P. 702896

Register nr: 8-17-4-1986

This is sheet 2. of my plan in 3 sheets
dated 7-2-84

D. H. Evans.

This is sheet 2 of the plan of 3
Sheets covered by my Certificate No.

3

3 May 1944

Council Clerk

Signatures and seals only.

Signatures and seals only.



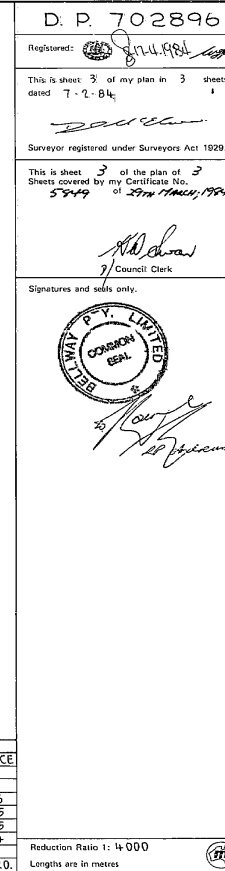

 L. P. Andrews

Reduction Ratio 1: 800

Lengths are in metres

SUBMEMORANDUM REFERENCE C 8450-21

SUBMEMORANDUM REFERENCE C 8450-21



DB 1058dp | 2H. 3/3

► SURVEYOR'S REFERENCE. S. 8950-2A

26th April, 1984

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

Lengths are in metres

Page 1 of 4 pages

DP702896
Plan:

PART 1

Subdivision covered by Council
Clerk's Certificate No. 5849
of 1984.

Full name and address of
the Proprietor of the land:

Bellway Pty. Limited.
6 London Circuit, Canberra.
A.C.T.

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

Easement to Drain Water 1.5
wide

Schedule of Lots affected

Lots Burdened	Lots, roads or Authority Benefited
417.	416
418.	416 and 417
419	416, 417 and 418
423	422
424	422 and 423
443	422, 423 and 424
430	429
431	429 and 430
432	429, 430 and 431
445	444

2. Identity of easement or
restriction secondly
referred to in abovementioned
plan:

Easement for Electricity
Substation.

Schedule of Lots affected

Lots Burdened	Lots, roads or Authority Benefited
421 and 422	Shortland County Council.

3. Identity of easement or
restriction thirdly
referred to in abovementioned
plan:

Restriction as to User.

Schedule of Lots affected

Lots Burdened	Lots, roads or authority Benefited
389 - 445 inclusive	Each other Lot.

LP Andrews

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

Lengths are in metres

Page 2 of 4 pages

Plan:

DP702896

Subdivision covered by Council
Clerk's Certificate No. 5849
of 1984.

PART 2

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

Reserving to and in favour of the Shortland County Council for the
purpose of enabling the supply of electricity full right and
liberty:-

- (i) To install and maintain a padmount substation and to lay and
maintain cables and connections on or beneath the surface of
that part of the land delineated in the plan and therein
referred to as "easement for electricity substation".
- (ii) For the purpose aforesaid for the said Shortland County
Council and or by its authorised servants from time to time
and at all reasonable times to enter into and upon the said
land and to pass and repass over the same for all purposes
whatsoever connected with the rights created by paragraph (i)
hereof.

2. Terms of easement or restriction thirdly referred to in
abovementioned plan.

- (a) No building or buildings shall be erected on each lot
burdened other than with external walls of brick, and/or
brick veneer and/or stone and/or concrete and/or glass and/or
timber and/or asbestos cement, provided that the proportion
of brick and/or brick veneer and/or stone and/or concrete
shall not be less than 25% of the total area of the external
walls. Timber shall not be used in external walls except in
conjunction with all or any of the abovementioned materials
and the proportion shall not exceed 33% of the total area of
the external walls. Asbestos cement shall not be used in
external walls except in gable ends and in the case of a two
storey building in the walls of the upper storey where the
proportion shall not exceed 50% of the total area of the
external walls.
- (b) No building erected on any lot burdened which is not a corner
lot shall be erected less than 5 metres from the boundary
adjacent to any street. No building erected on any corner
lot burdened shall be erected less than 5 metres from one of
the boundaries adjacent to any street nor less than 3 metres
from the other boundary adjacent to the other street.
- (c) No main building shall be erected or be permitted to remain
erected on each lot burdened, having a total external floor
area of less than 87 square metres.
- (d) No more than one main building shall be erected on each lot
burdened and such building shall not be used or be permitted
to be used other than as a private dwelling.

LP Andrews

	<p>1, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.</p> <p><i>[Signature]</i></p> <p>26th April, 1984</p>
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FRAME 1

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

Lengths are in metres

Plan:

DP702896

Page 3 of 4 pages

Subdivision covered by Council
Clerk's Certificate No. 5849
of 1984

- (e) No building shall be erected on each lot burdened having a roof of asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without written approval of the Vendor.
- (f) No building shall be erected on each lot burdened having a roof of corrugated iron.
- (g) No fence shall without the prior written consent of Bellway Pty. Limited (hereinafter called "Bellway") be erected or permitted to remain on any lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, then the registered proprietor of such lot may erect a fence along one only of the street boundaries but no closer to the other street boundary than the house building line.
- (h) No fence shall without the prior written consent of Bellway be erected or permitted to remain on any lot burdened provided that such consent shall be deemed to have been given in respect of any fence for the time being erected and constructed of lapped and capped timber and provided further that no fence erected on any lot burdened shall exceed 1.525 metres in height.
- (i) No privy shall be erected or permitted to remain on any lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.
- (j) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Bellway and Bellway shall have the right to remove any such advertising hoarding sign or matter without notice.
- (k) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to be, appear or remain in an excavated or quarried state. Without prejudice to its other remedies, breach of this condition in respect of a lot shall entitle Bellway to terminate any Agreement by which it sells the lot.
- (l) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Bellway without the consent of Bellway but such consent shall not be withheld if such fence is erected without expense to Bellway provided that this Restriction shall remain in force only during such time as Bellway is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.

LP Andrews

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

Lengths are in metres

Plan: DP 702896

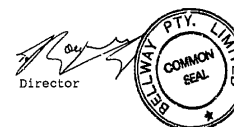
Page 4 of 4 pages

Subdivision covered by Council
Clerk's Certificate No. 5849
of 1984

- (m) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (n) No ancillary buildings such as aviaries, tool sheds, or the like shall be erected or permitted to remain at any time on any lot burdened but this restriction shall not prevent the Registered Proprietor from erecting or permitting a garage to remain on the land.
- (o) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (p) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding one tonne shall be parked or permitted to remain parked on any lot burdened.

Name of person empowered to release, vary or modify restrictions as to user thirdly referred to in the abovementioned plan is Bellway Pty. Limited for such period as it is the registered proprietor of any land in the plan or for the period of fifteen years and thereafter the person having the right to release, vary or modify these restrictions shall be the registered proprietor for the time being of the land immediately adjoining the land in respect of which a restriction is to be released, varied or modified.

The Common Seal of BELLWAY PTY.)
LIMITED is hereunto affixed by)
authority of the Board of Directors)
made in accordance with the)
Articles of Association by:-)



Secretary

LP Andrews

INSTRUMENT SETTING OUT TERMS AS CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1919, ENDORSED WITH

DP702896

87.11.1984

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

26th April, 1984

FRAME 2



B817681P

NEW SOUTH WALES

MEMORANDUM OF TRANSFER
 (Real Property Act, 1900)

Lodgment
 Endorsement
 Certificate



WE, EDWARD ROBERT HICKSON MEREWETHER of Newcastle in the State of New South Wales Architect and WILLIAM DAVID MITCHELL MEREWETHER formerly of Sydney but now of Bowral in the said State Barrister-at-Law (herein called Transferrors) 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 FIVE HUNDRED AND FORTY EIGHT POUNDS NINETEEN SHILLINGS (£548.19.0) (the receipt whereof is hereby acknowledged) paid to us by MATTHEW HARDES of Wallsend in the said State Dairyman (herein called Transferee) do hereby transfer to the said Transferee ALL such our Estate and Interest in ALL THE land mentioned in the Schedule following:-

County	Parish	State if Whole or Part	Vol.	Fol
Northumberland	Hexham	Part: being the portion edged Red in the Plan annexed hereto and marked with the letter "A"	1126	141

PLAN REFILED IN
 PLAN ROOM S.E.P.
 182208

EXCEPTING THEREOUT AND RESERVING to the said Transferrors their heirs and assigns (all mines of coal and other minerals lying in and being under the land hereby transferred AND ALSO RESERVING to the Transferrors all such rights and powers as they deem necessary and convenient exercisable by such means as they may think fit to search for work get win raise and carry away the same AND ALSO RESERVING to the Transferrors their executors administrators or assigns or other the owners for the time being of the said coal and minerals the right to enter upon any part of the surface of the 17 acres 2 roods 24 perches of the land hereby transferred and situated in the south eastern corner of the same and tinted green on the said Plan hereunto annexed and to sink pits and shafts for the working and extraction of the said coal and minerals and to use and employ such pits and shafts for such purposes and to use so much of the surface of the said land not exceeding two acres about each of the said pits or shafts for the purpose of depositing spoil or for any other purpose incidental to the sinking or user of the said pits or shafts together with full and free right for the Transferrors their executors administrators and assigns or other the owners for the time being of the said coal and minerals their servants agents or workmen or any person or persons authorised by them to pass and repass with or without horses or other animals motor cars carriages waggons and other vehicles or any of them laden or unladen over the surface of the said 17 acres 2 roods 24 perches of land by the nearest practicable route from the Minmi-Wallsend Road to the said pits or shafts or any of them or from any one or more pits or shafts to the other or others of them IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that the said Transferee his executors administrators and assigns will take upon themselves all risk of damage to the surface of the said land or any buildings trees crops stock fences machinery erections or improvements now or hereafter thereon directly or indirectly occasioned by the said land or any land adjoining thereto or in the vicinity thereof being now undermined or left without support or being hereafter undermined and shall not be entitled to compensation from the said Transferrors or either of them their respective executors administrators or assigns for any damage so occasioned AND the Transferee DOTH HEREBY for himself his heirs executors administrators and assigns covenant with the Transferrors their heirs executors administrators and assigns that no fence shall be erected on the land transferred to divide it from the Transferrors adjoining land (in the said Certificate of Title) without the consent of the Transferrors their heirs executors and administrators and assigns but such consent shall not be necessary or withheld if such fence is erected without expense to the Transferrors their heirs executors administrators or assigns and in favour of any person dealing with the Transferee his heirs executors administrators or assigns such

consent shall be deemed to have been given in respect of every fence for the time being erected. The benefit of this restriction shall be appurtenant to the said adjoining lands and the land transferred to the Transferree shall be subject to the burden thereof. Furthermore it may be released varied or modified by the owner for the time being of the said adjoining land PROVIDED ALWAYS that upon a Transfer of the said adjoining land or any part thereof this restriction shall become absolutely void so far as regards the benefit appurtenant to the land comprised in such Transfer unless an intention to the contrary is expressed in such transfer.]

ENCUMBRANCES &C. REFERRED TO

Reservations exceptions and conditions (if any) contained and referred to in said Certificate of Title.

SIGNED at *herewith* the *First* day of *May* 1929.

SIGNED in my presence by the Transferrors }
who are personally known to me

.....

SIGNED

B. D. M. Merewether
Merewether

B. D. M. Merewether
W. D. M. Merewether
Transferrors

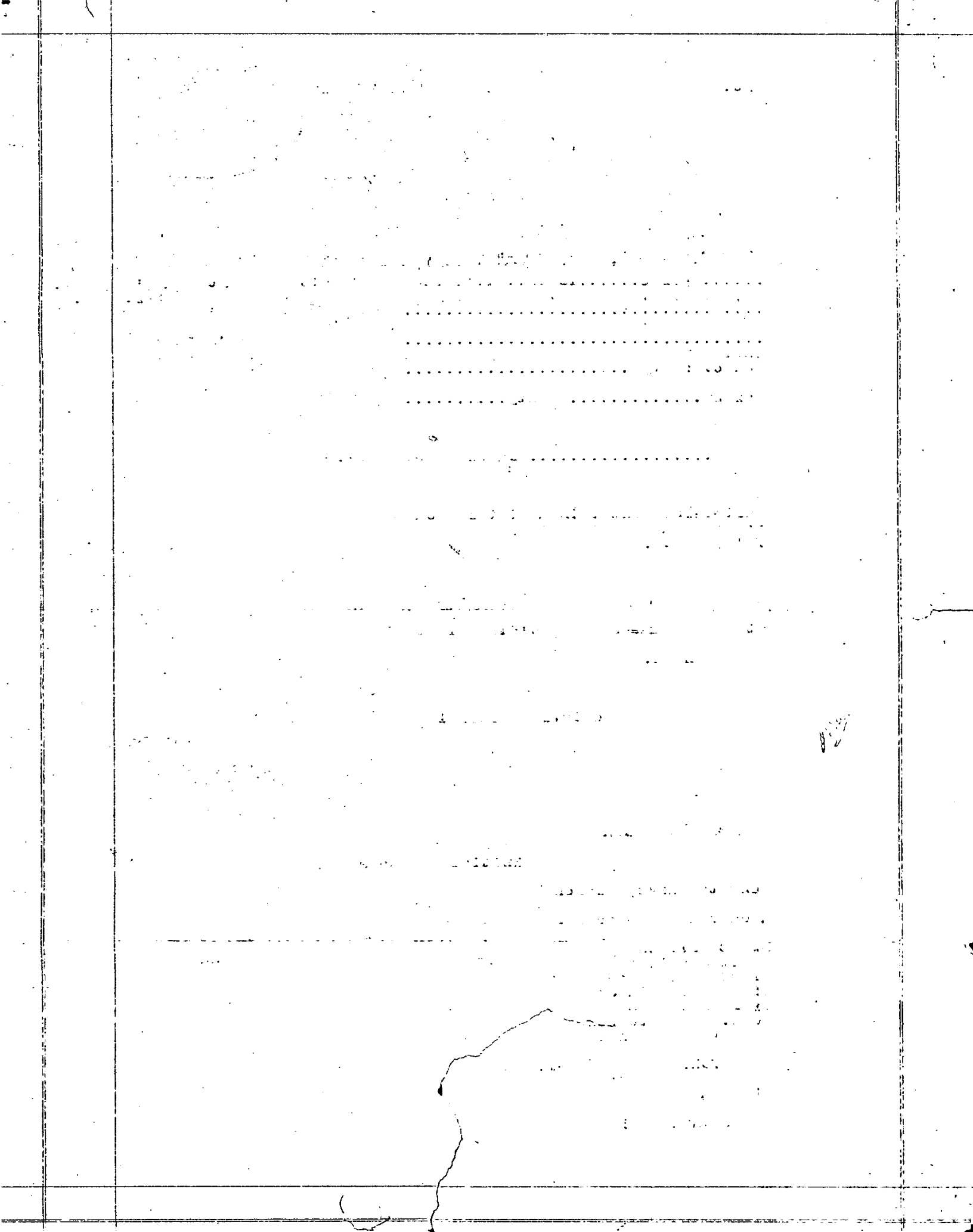
Accepted, and I hereby certify this
Transfer to be correct for the purposes
of the Real Property Act.

SIGNED in my presence by the Transferree }
who is personally known to me

Thomas J. Ryan
.....

Matthew Hardes

Transferree



B817681

Memorandum of Transfer

No.

LODGED BY



156ac 3r 16per pt for 90p/h

Mung WallSEND &
Shire of Tarro
Parish Hexham

County of Northumberland

(Subject to Covenant
Reserving mines of coal & other minerals
MEMORANDUM OF TRANSFER of
& right to enter over part)

DOCUMENTS LODGED HEREWITH

..... Acres.....roods.....perches

Nature

No

Reg'd Propr.
Mtgr. etc.

Shire

Municipality

Parish.....County.....

Matthew Hardes

.....Transferree

Particulars enter in Register Book

Vol 1126 Fol. 14 1.

the 24th day of June 1929

at minutes 12 o'clock in the
noon.

W. H. Clayton

Registrar General



B

817681

26 JUN 1929

PROGRESS RECORD

Initials

Date

Sent to Survey Branch

Received from Records

Draft written

Draft examined

Diagram prepared

Diagram examined

Draft forwarded

Supt. of Engrossers

Cancellation Clerk

Vol. 4294 Fol 144

Diagram Fees

Additional Folios

28 JUN 1929