

SINSW06796/24 LAND SURVEY CONSULTANCY PANEL

GILLIESTON PUBLIC SCHOOL REDEVELOPMENT & NEW PUBLIC PRESCHOOL

DESKTOP ANALYSIS REVIEW REPORT

**SCHOOL INFRASTRUCTURE NSW (SINSW)
OCTOBER 2024**



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Report Information

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School Information

School Name	Gillieston PS	Consultancy Name	ADW Johnson Pty Limited ABN: 62 129 445 398
School ID Number	1982	Report Status	Update for REF including Johnstaff comments
School Address	100 Ryans Rd & 19 Northview St, Gillieston Heights NSW 2321	Report Date:	14/1/2025
School Region	Hunter/Central Coast	Contract Number:	SINSW06796/24

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Limitations Statement

This report has been prepared in accordance with and for the purposes outlined in the scope of services agreed between ADW Johnson Pty Ltd and the Client. It has been prepared based on the information supplied by the Client, as well as investigation undertaken by ADW Johnson and the sub-consultants engaged by the Client for the project.

Unless otherwise specified in this report, information and advice received from external parties during the course of this project was not independently verified. However, any such information was, in our opinion, deemed to be current and relevant prior to its use. Whilst all reasonable skill, diligence and care have been taken to provide accurate information and appropriate recommendations, it is not warranted or guaranteed and no responsibility or liability for any information, opinion or commentary contained herein or for any consequences of its use will be accepted by ADW Johnson or by any person involved in the preparation of this assessment and report.

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The Client should be aware that this report does not guarantee the approval of any application by any Council, Government agency or any other regulatory authority.

ACRONYMS and DEFINITIONS

The following acronyms and/or abbreviations are used in this document.

Acronym / Abbreviation	Definition
88B	Section 88B Instrument as defined within the Conveyancing Act 1919
ADWJ	ADW Johnson Pty Limited
AHD	Australian Height Datum
BYDA	Before You Dig Australia
Comms	Communications
CP	Crown Plan
CRE	Cadastral Records Enquiry
CS	Central School
CT	Certificate of Title
DARR	Desktop Analysis Review Report
DBYD	Dial Before You Dig
DD	Due Diligence
DoE	NSW Department of Education
DoPIE	NSW Department of Planning Industry and Environment
DP	Deposited Plan
Fol	Folio
GDA	Geodetic Datum of Australia
Gov Gaz	New South Wales Government Gazette
ha	Hectares
HLRV	Historic Lands Record Viewer
HS	High School
HWC	Hunter Water Corporation
LGA	Local Government Area
LIDAR / LiDAR	<i>Light Detection and Ranging or Laser Imaging, Detection and Ranging</i>
LRS	New South Wales Land Registry Services
m ²	Square metres
MGA	Map Grid of Australia
NBN	National Broadband Network
No	Number
NSWLRS	New South Wales Land Registry Services
PS	Public School
SCIMS	Survey Control Information Management Service
SINSW	School Infrastructure New South Wales
SP	Strata Plan
SSK	Surveying Sketch
TfNSW	Transport for New South Wales
UPK / UPS	Universal Pre-Kindergarten / Universal Pre-School
Vol	Volume

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1.0 EXECUTIVE SUMMARY

This report results from a Desktop Analysis Review with regard to potential Land Surveying constraints that may impact upon a SINSW programme involving the consideration of a redevelopment of Gillieston Public School at Gillieston Heights driven by service need including increase in expected student enrolments and the removal of demountable structures and replacement with permanent teaching spaces.

The Land Surveying Review involves collection, review and analysis of all existing available site information and documentation (including information available through industry and Government sources) including the location and reticulation of all identified services, assets and features.

Considerations included within this report are as follows:

- | | |
|--------------------------|--------------------------------|
| - Site Details | - Survey Control |
| - Title Details | - Aerial Imagery |
| - Site Boundaries & Area | - Services |
| - Site Topography | - Conclusion & Recommendations |

Information within this report has been obtained from the following sources:

NSW Land Registry Services – site address, titles, cadastral records enquiry, survey plans, crown plans, dealings, 88B instruments, Historic Lands Record Viewer (Parish maps, Charting sheets);

NSW Spatial Services – SIX mapping, site address verification, SCIMS survey control information, LiDAR topographic data, Digital Cadastral Database (DCDB) boundary information;

NSW Planning Portal – land zoning & Crown land status;

TROVE website – Government gazette information;

Google Maps Street View imagery – verification of on-site assets & features;

Before You Dig Australia – underground services searches;

Nearmap – aerial imagery.

The report concludes that there do not appear to be any particular survey-related matters precluding this school from the consideration of any activity by SINSW and recommends the following land-surveying-related actions:

1. Finalise update to detailed site survey;
2. Finalise and register Plan of (APZ) Easements;
3. Update on-site sewer-related design to cater for current proposed site layout and for ultimate connection of the school to Hunter Water sewer mains;
4. Review all existing easements, restrictions and other titling constraints currently affecting the individual school parcels, remove any superfluous affectations and prepare and register a Plan of Consolidation to merge the separate school lots into a single title;
5. Remove and/or relocate all existing school-related assets that are currently located external to the site boundaries and particularly where within the areas of previously dedicated road widening, to be wholly within the school site;
6. Mark the school boundaries to ensure that any proposed future activity is contained wholly within the school site and adjust the current site fencing to acknowledge the site boundaries;
7. Review of future proposed stormwater discharge from the school site into adjoining roads or adjacent properties and ensure that provision of suitable easements are created over any privately-owned land, where necessary.

2.0 INTRODUCTION

ADW Johnson Pty Limited (ADWJ) has been engaged by School Infrastructure NSW (SINSW) to undertake surveying services with regard to their programme involving the consideration of a redevelopment of Gillieston Public School at Gillieston Heights driven by service need including increase in expected student enrolments and the removal of demountable structures and replacement with permanent teaching spaces.

The Gillieston Public School redevelopment and new public preschool comprises the following activity:

- Demolition and removal of existing temporary structures.
- Site preparation activity, including demolition, earthworks, tree removal.
- Construction of new:
 - 32 permanent general learning spaces and 3 support teaching spaces
 - Administration and staff hubs
 - Hall, canteen and library
 - Out of school hours care
 - Public preschool (standalone building for 60 places)
 - Covered Outdoor Learning Areas (COLAs)
 - Outdoor play areas, including games courts and yarning circle
 - New at-grade car parking
 - Extension of the existing drop-off / pick-up area and new bus bay
 - Realignment of the existing fencing
 - Associated stormwater infrastructure upgrades
 - Associated landscaping
 - Associated pedestrian and road upgrade activity

This report accompanies the land surveying desktop review component of the contracted works. A copy of the resultant desktop review plan is contained within **Appendix A** of this report.

3.0 SITE DETAILS

Gillieston Public School is currently located within a single parcel of land. An additional adjoining parcel, recently created for the purpose, is proposed to be acquired by the Department of Education (DoE) to increase the overall amount of available land. The details of each parcel are as outlined in Table 1 below.

LOT	SECTION	DEPOSITED PLAN No.	LAND STATUS
51	-	1162489	Current school parcel
2	-	1308605	Proposed acquisition parcel

Table 1 – Schedule of School Parcels

The total combined school parcel is situated with a total road frontage of 509.66 metres to Gillieston Road, Ryans Road and Northview Street at Gillieston Heights, in the Local Government Area of Maitland, Parish of Maitland, County of Northumberland, State of New South Wales, and is shown by red edging on the attached diagram 240375(1)-SSK-001-B – refer to **Appendix A**.

The address shown on the DoE website for the school is the corner of Northview Street and Ryans Road, Gillieston Heights NSW 2321. Our searches for the official street address of the current and proposed public school parcels, as nominated by NSWLRS, are shown in Table 2 below.

LOT	SECTION	DEPOSITED PLAN No.	ADDRESS
51	-	1162489	100 Ryans Road, Gillieston Heights 2321
2	-	1308605	Northview Street, Gillieston Heights 2321

Table 2 – Schedule of School Addresses (Source: Land Registry Services NSW)

The overall school parcel is bounded to the north by Gillieston Road, to the east by Lot 1 DP1308605 being a development parcel currently proposed for future residential subdivision, to the south by Northview Street and to the west by Ryans Road. Gillieston Road appears to be a formed “rural-standard” road consisting of bitumen seal but no kerb and gutter, Northview Street appears to be a fully-formed “urban-standard” road consisting of bitumen seal and concrete kerb and guttering and Ryans Road is currently undergoing reconstruction in association with a residential development progressing on its western alignment and currently consists of bitumen seal with concrete kerb & guttering along its western alignment.

The northern and western boundaries of the school fronting Gillieston and Ryans Roads, respectively, have previously been subjected to road widening as shown in Deposited Plan number 1162489 (refer **Appendix D**), whereby the impacted land was dedicated to the public as public road on the registration of that plan. It is apparent from our previous involvement with this site, current aerial imagery and recent site inspection that the school is still occupying some of these areas now legally designated as road.

We would recommend that all school-related assets that are currently external to the site boundaries and within the areas of previously dedicated road widening be removed and/or relocated to be wholly within the school site. Our previous and current on-site survey investigations also indicate that the current site fencing, in many places, sits well outside of the school's boundaries and should be adjusted accordingly.

Land Zoning (NSW Government ePlanning Spatial Viewer)

A search of the NSW Government ePlanning Spatial Viewer reveals that the site of the public school is currently zoned partly RU2 and partly R1 for Rural Landscape and General Residential land use respectively. A copy of a screenshot from the ePlanning spatial viewer is contained within **Appendix F** of this report.

Crown Land (NSW Government ePlanning Spatial Viewer)

A search of the NSW Government ePlanning Spatial Viewer reveals that the original alignments of Ryans Road and Gillieston Road (prior to the road widening enacted by the registration of DP1162489 – mentioned above) are considered to be Crown Road. The abovementioned strips of road widening along with the much more recently created Northview Street are dedicated Public Road. This road configuration can best be seen in the sketch contained within **Appendix F** of this report. The existence of Crown Road may cause complications and associated delays to any future activity and/or construction activity adjacent to or within the road reserves.

Recent documentation resulting from consideration of REF requirements includes responses from both Crown Lands and Maitland City Council as the two parties currently responsible for the different sections of road.

The response issued by Crown Lands can be summarised as:

"There are multiple Crown roads adjoining the proposed development area. Any Crown Road required for access to the development/proposal, in this case portions of Ryans and Gillieston Roads, will need to be transferred to Council. As authority to access or use Crown roads is required prior to the commencement of any works or access, and to avoid any delays for the proposal, a tenure may be required in the interim."

The response issued by Maitland City Council can be summarised as:

Crown Land has recently approached Council and advised that:

"the proposal is fronted by two Crown Roads these being Ryans Road and Gillieston Road...Crown Land will be responding to the scoping report recommending that Council request the transfer of both Ryan and Gillieston Roads".

Given Council historic maintenance and acceptance of responsibility associated with these road corridors, there is unlikely to be issues associated with the transfer of the road corridors. However, there is a process associated with this which will need to be followed including reporting of the matter to Council. Further discussion will need to be held with Crown Land as part of progressing this aspect.

In our opinion, further searches relating to Crown Land are not required as both Crown Lands and Council already acknowledge the matter, have been liaising with one another and have provided their relevant feedback as outlined above. We feel that SINSW / DoE just needs to ensure that the matter has formally been reported to Council with a request that Council apply to Crown Lands for the transfer of the relevant parts the affected roads.

Via consultation with SINSW, Council has confirmed to Crown Roads, that Gillieston Road (leading to Ryans Road) & Ryans Road (leading to Fanning Street), are already public roads. Thus, the transfer of lands is not required.

Adjoining Development

The land to the immediate east of the school site, being Lot 1 in Deposited Plan number 1308605 is currently vacant but is the subject of a Development Application with Maitland City Council, the details of which are summarised below:

Development Application: DA/2019/278

Lodged: 04/04/2019

Applicant: Universal Property Group Pty Limited

Proposal: Torrens Title Subdivision – Four (4) Lots into 175 Lots and Two Drainage Reserves in Two Stages

Status: On Hold

The plans of the proposed residential subdivision development outlined within the abovementioned DA have been obtained from Maitland City Council's application tracking website and are contained within **Appendix G** of this report.

4.0 TITLE DETAILS

Comprehensive searches of existing cadastral and titling documents have been undertaken through the Land Registry Services NSW online portal. Searches include but are not limited to:

- Cadastral records Enquiry (CRE);
- Street address verification;
- Historic Lands Record Viewer (HLRV);
- Certificates of Title;
- Deposited Plans;
- Crown Plans;
- Parish Maps;
- 88B Instruments;
- Dealings & Memorandums; and
- Government Gazettes.

The land for the public school currently consists of a single land parcel. An additional adjoining parcel, recently created for the purpose, is proposed to be acquired by DoE to increase the overall amount of available land. The titles relevant to each parcel will be addressed in this report. Copies of a NSWLRS Cadastral records Enquiry (CRE) and any relevant output from the Historic Lands Record Viewer (HLRV) can be seen in **Appendix B** of this report. Titling particulars for the current land parcel is outlined within Certificate of Title Folio Identifier Lot 51 in Deposited Plan 1162489 and for the proposed acquisition land within Certificate of Title Folio Identifier Lot 2 in Deposited Plan 1308605. Copies of the relevant title searches are included within **Appendix C** of this report.

Current School Parcel

The land is described as Lot 51 in Deposited Plan 1162489
At Gillieston Heights
Local Government Area Maitland
Parish of Maitland, County of Northumberland
Title Diagram DP1162489

A copy of DP1162489 is contained within **Appendix D** of this report.

The First Schedule of the Title document lists the Registered Proprietor of the land as being Minister for Education & Training.

The Second Schedule of the Title document outlines the following notations:

1. Reservations and conditions in the Crown grant(s);

Standard notification with no implicit description or effect to the subject land.

2. A290830 Land excludes minerals and is subject to rights to mine within the part(s) shown so burdened in the title diagram;

This exclusion applies to the part of the lot denoted by the notation (X) as shown on DP1162489 and excludes the area within the north-western corner of the land contained within an approximately rectangular-shaped area of 94.61m x 75.67m.

The original details and terms of the exclusion are outlined within dealing A290830 dated March 1917 and shows that it originally affected Lot 9 in DP8672 and excluded

the 2 acre site of the original Public School. Copies of DP8672 and Dealing A290830 are contained within **Appendices D & E**, respectively, of this report.

3. DP1162489 Easement to drain water variable width affecting the part(s) shown so burdened in the title diagram.

*This easement was created under Section 88B of the Conveyancing Act 1919 as amended following the registration of DP1162489 on 23rd March 2011. The easement affects that part of Lot 51 DP1162489 denoted as (A) on the title diagram. The 88B Instrument associated with DP1162489 is contained within **Appendix E** of this report and states that this easement burdens Lot 51 (the school site) to the benefit of Maitland City Council. The 88B Instrument further states that the easement must be released (by Council) upon satisfaction of the conditions within development application DA 10-2640.*

Preliminary investigations have not been able to secure any information in relation to DA 10-2640. By inspection of the shape of the easement and of an existing "blue line" natural watercourse and associated dam structure in this vicinity, we believe that the easement is intended to allow the relevant parts of these structures and the flow of water within them to traverse from south to north within the northeastern corner of the school site. We further believe that once the proposed development to the east of the school is completed and the natural watercourse structures are replaced by roads and residential lots along with their associated, piped drainage networks that the easement will no longer be relevant and with the assumption that Council will agree to its release. Further enquiries should be directed to Maitland City Council to confirm this belief.

The notations section of the title lists the following:

- There are no unregistered dealings.

The Certificate of Title Folio Identifier 51/1162489 does not list any limitations or qualifications with regard to the subject land.

Lot 51 DP 1162489 is considered to be Torrens Title land.

The revision of the title informing this report is Edition No 2 dated 27/4/2011 and the date of the title search was 8/10/2024. Consequent investigation confirms that this edition of the title is still current at the time of this report.

Proposed Acquisition Parcel

The land is described as Lot 2 in Deposited Plan 1308605.
At Gillieston Heights.
Local Government Area Maitland.
Parish of Maitland, County of Northumberland.
Title Diagram is DP1308605.

A copy of the abovementioned Title Diagram is contained within **Appendix D** of this report.

For Certificate of Title, Folio Identifier Lot 2 in Deposited Plan 1308605, the First Schedule of the Title document lists the current Registered Proprietor of the land as UPG 400 PTY LTD.

The Second Schedule of the Title document outlines the following notations:

1. Reservations and conditions in the Crown grant(s);

Standard notification with no implicit description or effect to the subject land.

2. DP1162489 Easement to drain water variable width affecting the part(s) shown so burdened in the title diagram;

*This easement was created under Section 88B of the Conveyancing Act 1919 as amended following the registration of DP1162489 on 23rd March 2011. The easement affects that part of Lot 2 DP1308605 denoted as (A) on the title diagram. The 88B Instrument associated with DP1162489 is contained within **Appendix E** of this report and states that this easement burdens Lot 52 which has now been subdivided to ultimately include the land occupied by Lot 2 in DP1308605 (the proposed acquisition lot) and the adjoining development parcel to the east of the school, Lot 1 DP1308605, to the benefit of Maitland City Council. The 88B Instrument further states that the easement must be released (by Council) upon satisfaction of the conditions within development application DA 10-2640.*

Preliminary investigations have not been able to secure any information in relation to DA 10-2640. By inspection of the shape of the easement and of an existing "blue line" natural watercourse and associated dam structure in this vicinity, we believe that the easement is intended to allow the relevant parts of these structures and the flow of water within them to traverse from south to north within the northeastern corner of the school site. We further believe that once the proposed development to the east of the school is completed and the natural watercourse structures are replaced by roads and residential lots along with their associated, piped drainage networks that the easement will no longer be relevant and with the assumption that Council will agree to its release. Further enquiries should be directed to Maitland City Council to confirm this belief.

3. DP1172940 Easement for electricity and other purposes 3.3 metre(s) wide affecting the part(s) shown so burdened in the title diagram;

*This easement was created under Section 88B of the Conveyancing Act 1919 as amended following the registration of DP1172940 on 22nd February 2012. The easement currently affects that part of Lot 2 DP1308605 denoted as (S) on the title diagram. A copy of DP1172940 has been included within **Appendix D** of this report and its associated 88B Instrument defining and granting an easement to the benefit of Ausgrid has been included within **Appendix E** of this report. The full terms and conditions relating to this easement are outlined within memorandum registered number AC289041 which has also been included within **Appendix E** of this report.*

*An inspection of Ausgrid's electricity servicing plan contained within **Appendix G-i** of this report along with a previous detail survey covering this area and an inspection of the Nearmap aerial imagery indicates that an electricity substation kiosk definitely exists adjacent to Northview Street, within the proposed acquisition parcel and wholly within its easement at this location.*

4. AH267354 Planning agreement pursuant to Section 7.6 Environmental Planning and Assessment Act 1979;

*A copy of the planning agreement (AH267354) has been included within **Appendix E** of this report. Generally, planning agreements can be negotiated at both the local and state government level and are a legal agreement between a developer and a planning authority and are usually negotiated when a developer*

is submitting a development application or a planning proposal. In this case, the planning agreement was inherited from the parent lot (Lot 213 DP1186997) during the subdivision to create the proposed acquisition parcel (Lot 2 DP1308605) where application for its removal should have been undertaken. It is noted that council has agreed to the removal of the notation of planning agreement from the title of Lot 2 DP1308605 and that this matter is currently progressing to approval with NSWLRS.

5. AS518444 Mortgage to Payton Funds Management Pty Ltd (See AU182680).

A mortgage currently exists with the current registered proprietor UPG 400 PTY LTD. This mortgage should be released during the transfer process when DoE formally acquires the acquisition parcel.

The notations section of the title lists the following:

- There are no unregistered dealings.

The Certificate of Title Folio Identifier 2/1308605 does not list any limitations or qualifications with regard to the subject land.

Lot 2 DP 1308605 is considered to be Torrens Title land.

The revision of the title informing this report is Edition No 1 dated 19/9/2024 and the date of the title search was 8/10/2024. Consequent investigation confirms that this edition of the title is still current at the time of this report.

Additional Matters

1. Any information regarding the exclusion of minerals and reservations, conditions in favour of the Crown and specific mortgage details have not been considered within this report.
2. Resulting from a review, by others, with regard to bushfire-related risk, it has been determined that three (3) Asset Protection Zone (APZ) easements will be required to be created over undeveloped land surrounding the proposed school development as depicted in Table 3 and Diagram 1 below:

APZ ESMT No.	BURDENED TITLE(s)	BENEFITTED TITLE(s)
2	Part Lot 2 DP997874	Lot 51 DP1162489 Lot 2 DP1308605
3	Part Lot 1 DP986279	Lot 51 DP1162489 Lot 2 DP1308605
4	Part Lot 1 DP1308605 Part Lot 2020 DP1240320 Part Lot 2021 DP1240320	Lot 51 DP1162489 Lot 2 DP1308605

Table 3 – Schedule of Lots with regard to Proposed APZ Easements)

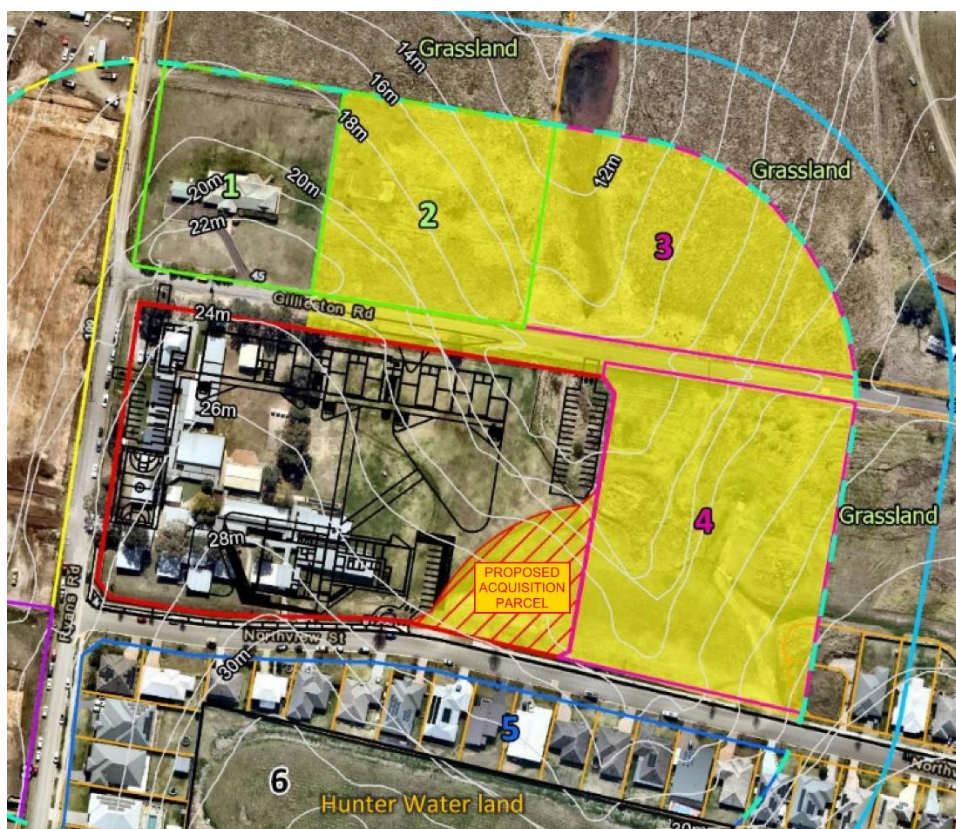


Diagram 1 – APZ Easement Locations & Location of Proposed Acquisition Parcel

We understand that it is intended for each relevant easement be released once activity commences within the relevant burdened lot. The land designated to benefit from the proposed easements is the ultimate school site consisting of Lot 51 DP1162489 and Lot 2 DP1308605. The intended location of the proposed (APZ) easements have been shown on our desktop review plan contained within **Appendix A** of this report.

ADW Johnson has currently been engaged by SINSW to complete a plan of survey suitable for registration at NSWLRS for the creation of the required APZ easements.

3. In addition to the abovementioned titling particulars, a search of the original charting map and the Parish plan for the area containing Gillieston public school were completed through NSWLRS Historic Lands Record Viewer (HLRV). Copies of any relevant results of these searches have been included within **Appendix B** of this report.
4. Copies of Crown Plan Ms517.3070 and Government Gazette notice 8.09.1893 (Fol 7081) resulting from the abovementioned HLRV searches and noted with regard to the original acquisition of land for the school to be located at this particular site have been included within **Appendix B** of this report.

5.0 SITE BOUNDARIES & AREA

The site boundaries and dimensions as shown on our desktop review plan have been determined by plan dimensions only and have not been surveyed. All bearings, dimensions, areas and easements are shown subject to a more thorough, final survey.

Existing plan dimensions may have been derived from survey information subsequent to the date of the original title diagram and therefore may not reflect original title dimensions.

In this instance, site dimensions and areas have been derived from the individual title diagrams listed on the relevant folio identifiers being Deposited Plan 1162489 and Deposited Plan 1308605 and from other pre-existing plans held on public record.

The lot areas shown on our desktop review plan contained within **Appendix A** of this report have been taken from current title diagrams and have also been scheduled (including a total site area) in Table 4 below.

LOT	SECTION	DEPOSITED PLAN	TITLE AREA
51	-	1162489	2.064 ha
2	-	1308605	2,785 m ²
TOTAL SITE AREA (BY TITLE)			23,425 m ² (2.342 ha)

Table 4 – Schedule of Lot Areas (by Title)

We would strongly recommend that following a review of title constraints and the removal of any superfluous title affectations that a plan of consolidation be undertaken to combine the two (2) school parcels into a single title. Given the age and nature of the plans currently defining the boundaries of the separate parcels, we consider that this consolidation should be possible by a compiled plan, subject to NSWLRS concurrence.

6.0 SITE TOPOGRAPHY

Topographic contour lines with a 1m contour interval have been shown on our desktop review plan. The contour information has been obtained/derived from NSW Government supplied LiDAR data dated 2 December 2020 and was obtained by us on 14 July 2022.

From inspection of the LiDAR contours, it can be seen that the site generally varies in elevation between RL16m AHD and RL28m AHD and generally drains from the south-west towards the north-east corner of the site.

A previous detailed site survey was undertaken by ADW Johnson in September 2022 and was subsequently updated to reflect Map Grid of Australia (MGA 2020) coordinate datum and re-released in November 2023.

ADW Johnson has currently been engaged by SINSW to update this detailed site survey to include additional works that have occurred on-site and to further include the proposed acquisition parcel (Lot 2 DP1308605) that is intended to be added to the total school site.

7.0 SURVEY CONTROL

The subject site is bounded by several established survey control marks, the positions and details (coordinates and heights) of which have been tabulated on our desktop review plan. Survey control information was obtained from NSW Government Spatial Services on 8 October 2024.

Height information has been based on Australian Height Datum (AHD71) and coordinate information has been based on Map Grid of Australia (MGA) adopting Geocentric Datum of Australia (GDA2020) within Zone 56.

8.0 AERIAL IMAGERY

The aerial imagery shown under-laying our desktop review plan was obtained in accordance with our commercial license from Nearmap and is dated 22 August 2024 and was obtained by us on 8/10/2024.

9.0 SERVICES

The approximate location of underground service infrastructure has been shown on our desktop review plan. Updated enquiries were made to Before You Dig Australia (formerly Dial Before You Dig) on 8 October 2024. Key information resulting from this search has been included in **Appendix H** of this report.

9.1 Electricity

Ausgrid

The electrical servicing plan provided by Ausgrid and contained within **Appendix H-i** of this report, appears to indicate that a combination of low voltage and high voltage underground electricity mains exist within the eastern alignment of Ryans Road and the northern alignment of Northview Street directly adjacent to the school's boundaries in the southwestern corner of the site. There do not, however, appear to be any points of electrical connection to the school at these locations.

The existing electrical mains cross Ryans Road adjacent to the southwestern corner of the school and then extend northwards along this road's western alignment to service a new development currently being constructed opposite the school site. Further electrical mains cross Northview Street from a point adjacent to the southwestern corner of the school and extend southwards along the eastern alignment of Ryans Road as well as eastwards following the southern alignment of Northview Street.

From the existing mains located along the southern alignment of Northview Street, electrical services cross Northview Street in a northerly direction to an electrical substation located within and adjacent to the southern boundary of Lot 2 DP1308605 being the proposed acquisition lot intended to be added to the school site. The electrical servicing plan does not appear to indicate any point of connection towards the (future) school site at this location. The electrical substation is located within a relevant electrical easement as shown on our desktop review plan contained within **Appendix A** of this report.

It appears that the actual electrical connection to the school comes from an aerial service emanating from a pole-mounted electrical service located along the northern alignment of Gillieston Road and via a private service pole and electrical substation / distribution board located on the southern side of Gillieston Road along the northern boundary of the school site.

The point of electrical connection to the school and all other relevant electrical assets have been highlighted on the electricity supply plan and additionally shown on our desktop review plan contained within **Appendix A** of this report.

9.2 Water

Hunter Water

Hunter Water maintained potable water & recycled water mains exist, adjacent to the school, along the northern alignment of Northview Street and partly along the eastern alignment of Ryans Road for approximately 15m north of the school's southernmost boundary.

The water servicing plan provided by Hunter Water and contained within **Appendix H-ii** of this report does not indicate any specific point of water connection to the school. Similarly,

no specific point of water connection to the school can be seen through an inspection of HWC Asset Locations through ArcGIS Explorer.

From previous detail survey and site inspection revealing the location of watermeters towards the southwestern corner of the school site, it is assumed that the school connects to the existing mains within Ryans Road adjacent to the southwestern corner of the site. This was partly confirmed by previous on-site utility location but the definite point of connection could not be precisely ascertained.

The probable point of water connection has been highlighted on the HWC Asset Location screenshot and has also been shown on our desktop review plan contained within **Appendix A** of this report.

9.3 Sewer

Hunter Water

The sewer servicing plan provided by Hunter Water and contained within **Appendix H-ii** of this report, indicates a 150mm UPVC sewer main exists opposite the school along the southern alignment of Northview Street. It appears, however, that the school is not currently connected to Hunter Water sewer mains but instead relies on a pumped-out septic sewage system. It appears that the pumped discharge point is located just to the north of the middle of the school's Ryans Road frontage.

Previous detailed site survey and inspections confirmed the existence of underground septic tanks and discharge point but the extent of sewer-related assets within the site were not able to be located by service location as their plastic nature and lack of tracing wire made them undetectable.

All relevant, existing sewer-related assets have been highlighted on the sewer servicing plan and have been additionally shown on our desktop review plan contained within **Appendix A** of this report.

We advise that ADW Johnson has previously been engaged by SINSW to complete a draft design of a sewer pump station and rising main within the school to cater for future sewerage requirements and connection to Hunter Water mains. We further understand that SINSW is currently following-up to ensure that this design is still valid and relevant to the current project requirements.

9.4 Gas

The underground gas assets servicing plan provided by Jemena and contained within **Appendix H-iii** of this report indicates that the school site has frontage to existing 210kPa gas mains located along the southern alignment of Northview Street, partly along the eastern alignment of Ryans Road (for approximately 15m north of the school's southernmost boundary) and along the western alignment of Ryans Road for the remainder of the school's western frontage. There is no information stemming from the services search to suggest whether or not the school connects to these gas-related assets.

Our previous detailed site survey and inspections showed no indication of any gas-related assets (meters, tanks, bottles) existing within the school site.

The approximate locations of any gas-related assets have been shown on our desktop review plan contained within **Appendix A** of this report.

9.5 Communications

Telstra NSW Central

From the information resulting from our searches, it appears that the Telstra plan contained within **Appendix H-iv** shows communication assets along the western alignment of Ryans Road for the school's full frontage and along the southern alignment of Gillieston Road for part of the school's frontage. It appears that the school connects to Telstra's assets in each of these locations.

Relevant Telstra assets have been highlighted on their servicing plan in addition to being included on our plan of desktop review contained within **Appendix A** of this report.

NBN Co. NswAct

From information obtained from NBN Co. service plans, it appears that NBN Co. has communication assets which generally "piggyback" on the Telstra assets within Gillieston Road, Ryans Road in addition to further assets located within the northern and southern alignments of Northview Street. The NBN Co. servicing plan contained within **Appendix H-iv** of this report indicates a specific point of connection to the school from the assets located within the northern alignment of Northview Street.

This point of connection has been highlighted on the NBN servicing plan in addition to having been included on our plan of desktop review contained within **Appendix A** of this report.

9.6 Stormwater Drainage

Maitland City Council

No stormwater-related information resulted from our searches. It is apparent from previous detailed site survey, site inspection and an inspection of Nearmap aerial imagery that some stormwater-related assets do exist adjacent to the school within Ryans Road at its intersection with Northview Street and at its intersection with Gillieston Road along with an extensive piped network along the southern alignment of Northview Street.

It is not entirely clear if and where the school might discharge its stormwater outflow but there does appear to be at least one connection from the carpark to Ryans Road at the northwestern corner of the site.

From the topography it is apparent that the low point of the school exists adjacent to Gillieston Road in the far northeastern corner of the site. At this location there is a drainage easement within the current school site (Lot 51 DP1162489) and the proposed acquisition land (Lot 2 DP1308605) as well as the adjoining development parcel (Lot 1 DP1308605) allowing the drainage of stormwater to benefit Maitland City Council. We are of the opinion that a "blue-line" watercourse and associated dam also exist in this location and that consequently the school should have the right to discharge into the adjoining property to the watercourse.

Should the school generate any stormwater discharge in this location further investigation should be completed to ascertain what is to happen with discharge outflows once the adjoining residential development progresses, the drainage easement is released and the current "blue-line" watercourse and dam is replaced with a formalised stormwater network.

10.0 CONCLUSION & RECOMMENDATIONS

There do not appear to be any particular survey-related matters precluding this school from any potential future activity that may be proposed by SINSW. Information outlined in this report and accompanying plan(s) show that the school, following the transfer of Lot 2 DP1308605 to DoE will consist of two (2) separate parcels of land, each being defined by relatively recent plans of survey.

A previous detailed site survey was undertaken in September 2022 and is currently in the process of being updated by ADW Johnson to reflect current site layout including coverage of the proposed acquisition lot (Lot 2 DP1308605).

A survey plan (DP1308605) creating the proposed acquisition parcel has previously been registered (by others) and ADW Johnson is currently preparing a plan to create the required APZ easements over land adjoining the school site.

We would strongly recommend the following, ongoing land-surveying-related actions:

1. Finalise update to detailed site survey;
2. Finalise and register Plan of (APZ) Easements;
3. Update on-site sewer-related design to cater for current proposed site layout and for ultimate connection of the school to Hunter Water sewer mains;
4. Review all existing easements, restrictions and other titling constraints currently affecting the individual school parcels, remove any superfluous affectations and prepare and register a Plan of Consolidation to merge the separate school lots into a single title;
5. Remove and/or relocate all existing school-related assets that are currently located external to the site boundaries and particularly where within the areas of previously dedicated road widening, to be wholly within the school site;
6. Mark the school boundaries to ensure that any proposed future activity is contained wholly within the school site and adjust the current site fencing to acknowledge the site boundaries;
7. Review of future proposed stormwater discharge from the school site into adjoining roads or adjacent properties and ensure that provision of suitable easements are created over any privately-owned land, where necessary.

11.0 DISCLAIMER

The information outlined in this report and accompanying plan(s) is based on third-party information sought from various Government and Private authorities and agencies. The information is accurate for the date that the information was supplied and updated information should be sought where relevant.

APPENDIX A

PLAN OF DESKTOP REVIEW



LEGEND

LOT BOUNDARY

ADJACENT LOT BOUNDARY

EASEMENT

CONTOURS

EXISTING HIGH VOLTAGE ELECTRICITY

EXISTING LOW VOLTAGE ELECTRICITY

OVERHEAD POWER LINE

DRAINAGE LINE

EXISTING GAS

EXISTING NBN

EXISTING TELSTRA

EXISTING WATER

EXISTING RECYCLED WATER

EXISTING SEWER

NATURAL WATERCOURSE (APPROX.)

SSM STATE SURVEY MARK

PM PERMANENT MARK

- (A) EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART (S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DP1162489)
- (S) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (VIDE DP1172940)
- (W) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (VIDE DP 1172940)
- (X) LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE WITHIN THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM (A290830)
- (APZ) PROPOSED EASEMENT FOR ASSET PROTECTION ZONE

CLAUSES 70 & 71 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017						
MARK	MGA CO-ORDINATES		CLASS	PU	HEIGHT SCHEDULE	
	EASTING	NORTHING			AHD VALUE	CLASS
PM 60149	362313.876	6375278.710	A	0.02	21398	B N/A
SS 165033	362306.057	6375130.615	D	N/A	24	U N/A
SS 165034	362401.983	6375130.986	D	N/A	28	U N/A
DATE OF SCIMS COORDINATES: 8-10-2024			MGA ZONE: 56		MGA DATUM: GDA2020	
DATE OF SCIMS AHD VALUES: 8-10-2024			HEIGHT DATUM: AHD 71			
COMBINED SCALE FACTOR: 0.999826						

- NOTES:-
- BOUNDARIES HAVE BEEN DETERMINED BY PLAN DIMENSIONS ONLY, AND HAVE NOT BEEN SURVEYED. ALL BEARINGS, DIMENSIONS, AREAS AND EASEMENTS ARE SUBJECT TO FINAL SURVEY.
 - CONTOURS, WHERE SHOWN, HAVE BEEN OBTAINED/DERIVED FROM NSW GOVERNMENT SUPPLIED LIDAR DATA DATED 2 DECEMBER 2020 AND OBTAINED ON 14 JULY 2022.
 - UNDERGROUND SERVICES, WHERE SHOWN, HAVE BEEN OBTAINED FROM BEFORE YOU DIG AUSTRALIA DATED 8th OCTOBER 2024.
 - THIS PLAN HAS BEEN PREPARED FOR THE PURPOSE OF DESKTOP REVIEW/DUE DILIGENCE AND SHOULD NOT BE USED FOR ANYTHING OTHER THAN THAT PURPOSE.

WARNING

OPTICAL FIBRE IN AREA

WARNING

UNDERGROUND ELECTRICITY LINES

BEFORE YOU DIG

www.byda.com.au

SITE RE-SURVEY
CONTRACT No.
SINSW06796/24

drawing title:
DESKTOP REVIEW PLAN
GILLIESTON PUBLIC
SCHOOL

location:
GILLIESTON HEIGHTS,
NSW

council:
MAITLAND CITY COUNCIL

dwg ref:
240375(1)-SSK-001[B]

client:

NSW GOVERNMENT

SINSW

adw johnson

central coast office
hunter office
sydney office

ph: (02) 4305 4300
ph: (02) 4978 5100
ph: (02) 8046 7411

www.adwjohanson.com.au

ver.	date	comment	surveyed	drawn	checked	pm	co-ordinate information	level information	scale (A1 original size)	page
A	12.09.2022	INITIAL ISSUE	N/A	LS	DLE	DLE	CO-ORDINATE SYSTEM: MGA2020 ZONE 56	DATUM: A.H.D.	0 12.5 25.0m SCALE: 1:500 (FULL)	1 OF 1
B	16.10.24	ACQUISITION LOT & GDA 2020	N/A	MC	DLE	DLE	ORIGIN OF CO-ORDINATES: PM 60149 DATE OF SURVEY N/A	ORIGIN OF LEVELS: PM 60149 CONTOUR INTERVAL: 1m		

• project management • civil engineering • infrastructure • superintendency • economic analysis • social impact • town planning • surveying • development feasibility • visualisation • urban design

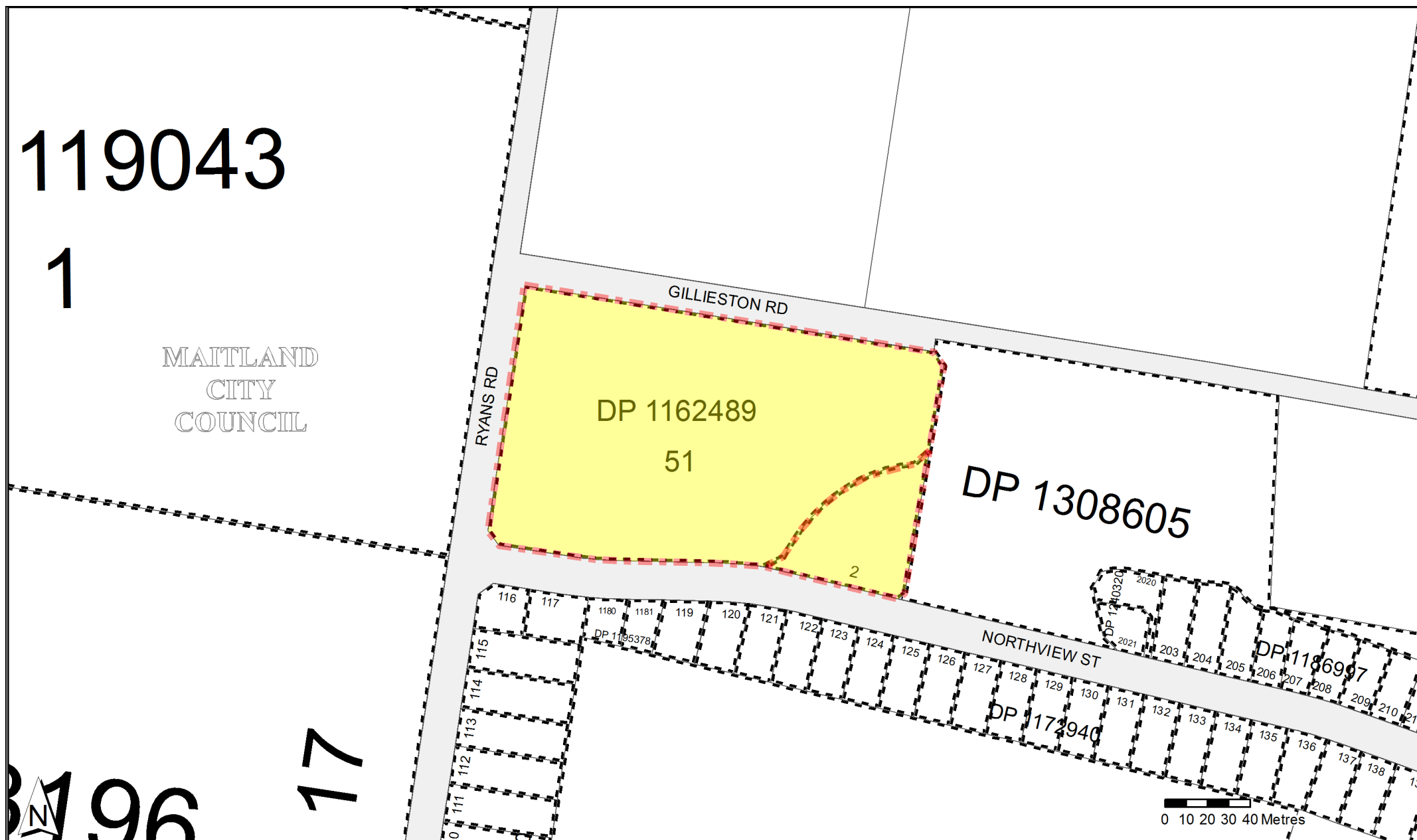
nearmap






























AERIAL IMAGE TAKEN FROM NEARMAP
DATED: 22.08.2024
(USED IN ACCORDANCE WITH COMMERCIAL LICENCE)

APPENDIX B

CADASTRAL RECORDS ENQUIRY (CRE) & RELEVANT HLRV OUTPUT

- Cadastral Records Enquiry (CRE)
- Original Charting Map U4572-82
- Charting Map Notations
- Parish Plan (Maitland)
- Parish Plan Notations
- Crown Plan Ms517.3070
- NSW Gov. Gaz. 8.9.1893 – p7081



	Status	Surv/Comp	Purpose
DP61751 Lot(s): 11			
 DP1255224	REGISTERED	SURVEY	EASEMENT
DP263196 Lot(s): 17			
 DP1255532	REGISTERED	COMPILATION	EASEMENT
DP608589 Lot(s): 831			
 DP1245645	REGISTERED	SURVEY	SURVEY INFORMATION ONLY
DP817693 Lot(s): 1			
 DP1077615	REGISTERED	SURVEY	SUBDIVISION
 DP1143182	REGISTERED	SURVEY	SUBDIVISION
 DP1172940	REGISTERED	SURVEY	SUBDIVISION
DP1119043 Lot(s): 1			
 DP1103817	HISTORICAL	COMPILATION	LIMITED FOLIO CREATION
 DP1256202	REGISTERED	SURVEY	EASEMENT
 DP1305755	PRE-ALLOCATED	UNAVAILABLE	SUBDIVISION
 DP1305756	PRE-ALLOCATED	UNAVAILABLE	SUBDIVISION
 CA102071 - LOT 14 DP1103817			
DP1162489 Lot(s): 51			
 DP797922	HISTORICAL	COMPILATION	DEPARTMENTAL
 DP868890	HISTORICAL	SURVEY	SUBDIVISION
DP1172940 Lot(s): 110, 111, 112, 113, 114, 115, 116, 117, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140			
 DP868890	HISTORICAL	SURVEY	SUBDIVISION
 DP1162489	HISTORICAL	SURVEY	SUBDIVISION
DP1186997 Lot(s): 203, 204, 205, 206, 207, 208, 209, 210, 211			
 DP868890	HISTORICAL	SURVEY	SUBDIVISION
 DP1162489	HISTORICAL	SURVEY	SUBDIVISION
 DP1172940	HISTORICAL	SURVEY	SUBDIVISION
DP1195378 Lot(s): 1180, 1181			
 DP868890	HISTORICAL	SURVEY	SUBDIVISION
 DP1162489	HISTORICAL	SURVEY	SUBDIVISION
 DP1172940	HISTORICAL	SURVEY	SUBDIVISION
DP1240320 Lot(s): 2020, 2021			
 DP868890	HISTORICAL	SURVEY	SUBDIVISION
 DP1162489	HISTORICAL	SURVEY	SUBDIVISION
 DP1172940	HISTORICAL	SURVEY	SUBDIVISION
 DP1186997	HISTORICAL	SURVEY	SUBDIVISION
DP1308605 Lot(s): 1, 2			
 DP868890	HISTORICAL	SURVEY	SUBDIVISION
 DP1162489	HISTORICAL	SURVEY	SUBDIVISION
 DP1172940	HISTORICAL	SURVEY	SUBDIVISION
 DP1186997	HISTORICAL	SURVEY	SUBDIVISION

Caution: This information is provided as a searching aid only. Whilst every endeavour is made to ensure that current map, plan and titling information is accurately reflected, the Registrar General cannot guarantee the information provided. For **ALL** **ACTIVITY PRIOR TO SEPTEMBER 2002** you must refer to the RGs Charting and Reference Maps.

Plan	Surv/Comp	Purpose
DP61751	SURVEY	UNRESEARCHED
DP263196	SURVEY	REDEFINITION
DP598848	SURVEY	SUBDIVISION
DP608589	SURVEY	SUBDIVISION
DP817693	SURVEY	SUBDIVISION
DP868890	SURVEY	SUBDIVISION
DP986279	COMPILATION	DEPARTMENTAL
DP997874	COMPILATION	DEPARTMENTAL
DP1119043	SURVEY	REDEFINITION
DP1162489	SURVEY	SUBDIVISION
DP1172940	SURVEY	SUBDIVISION
DP1186997	SURVEY	SUBDIVISION
DP1186997	UNRESEARCHED	SUBDIVISION
DP1195378	SURVEY	SUBDIVISION
DP1240320	SURVEY	SUBDIVISION
DP1308605	UNRESEARCHED	SUBDIVISION
DP1308605	SURVEY	SUBDIVISION

Caution: This information is provided as a searching aid only. Whilst every endeavour is made to ensure that current map, plan and titling information is accurately reflected, the Registrar General cannot guarantee the information provided. For **ALL**

ACTIVITY PRIOR TO SEPTEMBER 2002 you must refer to the RGs Charting and Reference Maps.

POR. 5

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72-601

H

975994

975994

T

17

61751

61

617425

Pt 62

~~601200~~

~~E 32457~~

(14)

(11)

GILLIESTON

Gillieston

1

Public

797922 (e)

School

C 40774

(13)

APPN

9709

3

NOTES

CHARTING MAP
NOTES
(U4572-82)

NO	LOC	PARTICULARS
1	C	ROAD ACTION VIDE GOVT. GAZ. 19-9-1969 FOL. 3797 R314171603
2	C	ACQUISITION OF LAND VIDE GOVT. GAZ. 29-11-1974 FOL.4616
3	SW	D.P. 233067 - LEASE
4	W	D.P. 384423 (H)
5	SW,NE	PROCLAIMED MAIN ROAD GAZ. 13-7-1984 FOL 3675
6	NE	D.P. 158675 (H)
7	NE	C.61097
8	N	DP839038
9	NE	DP841755 (LOTS 680-681)
10	NE	DP 130443(c) Deptal.
11	NW,NE	C.68220 - DP997874(c) (LOTS 1&2)
12	NE	C69080
13	W	DP868800 (Lots 4+5)
14	NW	C72806 - DP986279 (c) LOT 1
15	NE	DP136038(c) (LOT 1)
16	NE	C73747 - DP136076 (c)
17	SW	PDP...5875 PROPOSED DP FOR PRELODGMEN" CHECK LOTS 1-40) NOW DP...1002235
18	E	C73109 - D.P.986511 (c) LOTS 1&2.
19	NE	DP1034951 (LOTS 10-11)

GILLIESTON
R147e

RD
R

80

ROAD MILL
GILLISTON

PUBLIC
SCHOOL

R31417

SCHOOL

U4572-82

Dagworth

36.9m

Dagworth

36.9 m

Ms 209 3070 R

DAGWORTH

26	Diag.	Resumed for Electricity Supply. Gaz. 2nd April, 1948 2517m ² Ms 4936 ³⁰⁷⁰
27	Diag.	Acquired for Postal Purposes C'wealth Gaz. 7th April, 1938 727.2m ²
28	Diag.	Acquired for Postal Purposes C'wealth Gaz. 30th September, 1948 1039ha
29	Diag.	Acquired for Commonwealth Purposes C'wealth Gaz. 26th November, 1942 765.1m ² Ms 4597 ^{3070R}
30	Diag.	Resumed for Public School Gaz. 23rd September, 1884 1096m ² P.1307 1978
31	A3	Resumed for Public School. Gaz. 8th September, 1893 8094m ² Ms 517 ³⁰⁷⁰
32	Diag.	Resumed for Sub-Station Site Gaz. 2nd April, 1948 436.3m ² Ms 4935 ³⁰⁷⁰
33	C4	Resumed & Purchased for Public School Gaz. 11th February, 1949 2.221ha Ms 969 & Ms 5064 ³⁰⁷⁰
34	Diag.	Resumed & Purchased for Public School 1.261ha Ms 441, 490, 1833 & 2936 3070
35	Diag.	Resumed & Purchased for Public School Gaz. 22nd February, 1881 & 8th August, 1924 2887m ² Ms 2945 ³⁰⁷⁰
36	Diag.	Dedicated, Resumed & Purchased for Technical College Gaz. 19th October 1951, 7th August, 1953, 21st October, 1960, 24th March, 1961 & 20th

M 175-112

Ms. B. 6362

County of Northumberland Parish of Maitland
Land District of Maitland Land Board District of Maitland

proposed to be resumed for Public School purposes.
Being part of V Bloomfields Grant of 2000 acs. Vide H374 Old Roll.

Resumed for Public School Site. Gaz. 8th September 1893.

ML Appⁿ 68/150 E Maitland by ³⁰The East Greta Coal Min. Co Ld Passⁿ 18/1/17 Refused 5.4.17

Ms 517 MD

1713

H 4 Old Roll

Eliza Pilcher

60ac

H43.663

E. Hungerford

HEDDON

PARISH

LINKS WIDE

ROAD 50 LKS WIDE

H374 old Rol

2 acres

V. Bloomfield

~~M^{rs} Geo Lee~~

2000ac ex School/site

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Azimuth taken from needle ³⁰
Field Book Vol. — Folio Regⁿ N^o 5314.

Reference to Corners

Corners	Bearing	From	Links.	N ^o on Tree
Posts at all corners			marked	PS

Reference to Traverse

[illegible]

061
I hereby certify that I in person made and
on the 28th June 1893 completed the survey represented on this plan
on which are written the bearings and lengths of the lines measured by me
and I declare that the survey has been executed in accordance with the
regulations published for the guidance of Licensed Surveyors and the practice
of the Department of Lands

W. A. H. B. I. Licensed Surveyor
Transmitted to the District Surveyor with my letter of 5th July No 33.11

Voucher No 33-11 Passed 20 July 93 £2-6-6
Calculation Book No 1227 Folio 3
Checked and Charted C^W Lewis Jr 19th July 1893.

Examined
Plan approved 20th July 1893

Value of Improvements nil

517.3070

Scale 4 Chains to an Inch

MS 517 M^D

To the Honorable
Assembly in France

No. 629.]

FRIDAY, 8 SEPTEMBER.

[1893.

NOTIFICATION OF RESUMPTION OF LAND UNDER THE "PUBLIC WORKS ACT OF 1888."

NEW SOUTH WALES, } Proclamation by His Excellency The
to wit. } Right Honourable Sir ROBERT WILLIAM
DUFF, a Member of Her Majesty's Most
Honourable Privy Council, a Knight
(L.S.) } Grand Cross of the Most Distinguished
Order of Saint Michael and Saint George,
Governor and Commander-in-Chief of
the Colony of New South Wales and its
Dependencies.

WHEREAS I, Sir ROBERT WILLIAM DUFF, the Governor aforesaid, with the advice of the Executive Council, have directed that a certain public work, the estimated cost of which does not exceed twenty thousand pounds, that is to say, the erection of a Public School at Fishery Creek, for which work public funds are lawfully available, shall be carried out under the provisions of the "Public Works Act of 1888" as an authorised work by the Minister of Public Instruction as Constructing Authority, and that the land described in the Schedule hereto, which is in my opinion required for carrying out the said work, shall be acquired by taking the same under the "Lands for Public Purposes Acquisition Act," as adopted by the "Public Works Act of 1888": Now, therefore, I, the said Governor, with the advice aforesaid, in pursuance of the "Public Works Act of 1888," do declare by this notification, to be published in the Government Gazette and in one or more newspapers published or circulating in the Police District wherein the said land is situated, that the Crown Land comprised within the description and boundaries set forth in the Schedule here'o has been appropriated, and the private property within such boundaries and comprised in such description has been resumed for the public purpose aforesaid, to the intent that upon the publication of this notification in the Gazette, the said land described in the said Schedule hereto shall forthwith be vested in the said Constructing Authority as a corporation sole on behalf of Her Majesty, for the purposes of the "Public Instruction Act of 1880," for an estate in fee simple in possession, freed and discharged from all trusts, obligations, estates, interests, contracts, charges, rates, rights-of-way, or other easements whatsoever; and to the further intent that the legal estate therein, together with all powers incident thereto as conferred by the said Acts or either of them, shall be vested in such Constructing Authority as a Trustee; and I declare that the following is the Schedule of land hereinbefore referred to:—

SCHEDULE.

All that piece or parcel of land situated at Fishery Creek, parish of Maitland, county of Northumberland, being part of V. Bloomfield's 2,000 acres, and containing by admeasurement 2 acres: Commencing on the south side of a 50-links road at the north-west corner of V. Bloomfield's 2,000 acres before-

mentioned; and bounded thence on the north by that side of that road bearing east 4 chains; thence on the east by a line bearing south 5 chains; thence on the south by a line bearing west 4 chains to the east side of a 50-links road forming the west boundary of aforesaid 2,000 acres; and thence on the west by that side of that road bearing north 5 chains, to the point of commencement.

In witness whereof I have hereunto set my Hand, and caused the Great Seal of the Colony to be hereto affixed, at Government House, Sydney, this fourth day of September, in the year of our Lord one thousand eight hundred and ninety-three, and in the fifty-seventh year of Her Majesty's Reign.

By His Excellency's Command,

F. B. SUTTOR.

[7088]

GOD SAVE THE QUEEN!

NOTIFICATION OF RESUMPTION OF LAND UNDER THE "PUBLIC WORKS ACT OF 1888."

NEW SOUTH WALES, } Proclamation by His Excellency The
to wit. } Right Honourable Sir ROBERT WILLIAM
DUFF, a Member of Her Majesty's Most
Honourable Privy Council, a Knight
(L.S.) } Grand Cross of the Most Distinguished
Order of Saint Michael and Saint George,
Governor and Commander-in-Chief of
the Colony of New South Wales and its
Dependencies.

WHEREAS I, Sir ROBERT WILLIAM DUFF, the Governor aforesaid, with the advice of the Executive Council, have directed that a certain public work, the estimated cost of which does not exceed twenty thousand pounds, that is to say, the erection of a Public School at Dungay, for which work public funds are lawfully available, shall be carried out under the provisions of the "Public Works Act of 1888," as an authorised work by the Minister of Public Instruction as Constructing Authority; and that the land described in the Schedule hereto, which is in my opinion required for carrying out the said work, shall be acquired by taking the same under the "Lands for Public Purposes Acquisition Act," as adopted by the "Public Works Act of 1888": Now, therefore, I, the said Governor, with the advice aforesaid, in pursuance of the "Public Works Act of 1888," do declare by this notification, to be published in the Government Gazette, and in one or more newspapers published or circulating in the Police District wherein the said land is situated, that the Crown Land comprised within the description and boundaries set forth in the Schedule hereto has been appropriated, and the private property within such boundaries and comprised in such description has been resumed for the public purpose afore-

APPENDIX C

CERTIFICATE OF TITLE FOLIO IDENTIFIERS 51/1162489 & 2/1308605



FOLIO: 51/1162489

SEARCH DATE

TIME

EDITION NO

DATE

8/10/2024

10:33 AM

2

27/4/2011

LAND

LOT 51 IN DEPOSITED PLAN 1162489

AT GILLIESTON HEIGHTS

LOCAL GOVERNMENT AREA MAITLAND

PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM DP1162489

FIRST SCHEDULE

MINISTER FOR EDUCATION & TRAINING

(T AG184452)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

2 A290830 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE WITHIN THE PART SHOWN SO INDICATED IN THE TITLE
DIAGRAM

3 DP1162489 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

240375(1)

PRINTED ON 8/10/2024



FOLIO: 2/1308605

SEARCH DATE

TIME

EDITION NO

DATE

8/10/2024

10:33 AM

1

19/9/2024

LAND

LOT 2 IN DEPOSITED PLAN 1308605

AT GILLIESTON HEIGHTS

LOCAL GOVERNMENT AREA MAITLAND

PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM DP1308605

FIRST SCHEDULE

UPG 400 PTY LTD

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1162489 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1172940 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 4 AH267354 PLANNING AGREEMENT PURSUANT TO SECTION 7.6
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 5 AS518444 MORTGAGE TO PAYTON FUNDS MANAGEMENT PTY LTD (SEE
AU182680)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

240375(1)

PRINTED ON 8/10/2024



APPENDIX D

**TITLE DIAGRAMS DP1162489 & DP1308605
ADDITIONAL PLAN OF EASEMENT DP1172940
HISTORIC PLAN DP8672
ADDITIONAL PLAN DP1186997**



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. EASEMENT TO DRAIN WATER VARIABLE WIDTH

IT IS INTENDED TO DEDICATE THE AREAS SHOWN AS ROAD WIDENING TO THE PUBLIC AS ROAD

PUBLIC

Oliver York
 OLIVER YORK JOOLMIBI PTY LIMITED
 (ABN 53 124 488 973)
 DIRECTOR

Maximilian York
 MAXIMILIAN YORK
 DIRECTOR

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: Maitland City Council

Date of Endorsement: 18.1.11

Accreditation No.:

Subdivision Certificate No.: 102640

File No.: DA10 2640

* Delete whichever is inapplicable.

DP1162489

Registered: 23.3.2011
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF
 LOT 1 DP 797922 AND
 LOT 5 DP 868890

LGA: MAITLAND
 Locality: GILLIESTON HEIGHTS
 Parish: MAITLAND
 County: NORTHUMBERLAND

Surveying and Spatial Information Regulation, 2006

I BRIAN J. MOTT
 of RPS AUSTRALIA EAST PTY LTD
241 DENISON STREET, BROADMEADOW
 a surveyor registered under the Surveying and Spatial Information Act, 2002
 certify that the survey represented in this plan is accurate, has been made
 in accordance with the Surveying and Spatial Information Regulation, 2006
 and was completed on: 20TH DECEMBER 2010

The survey relates to LOTS 51 & 52

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

Signature: *[Signature]* Dated: 23/12/2010

Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: X~Y

Type: Urban / ~~Rural~~

Plans used in preparation of Survey / ~~Compilation~~

DP 797922
 DP 868890
 DP 817693
 DP 590728
 DP 598848
 DP 585255
 DP 1002235
 DP 1119043
 DP 8672

SURVEYOR'S REFERENCE: 25041-8 SCHOOL NEWC

* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF
LOT 1 DP 797922 AND
LOT 5 DP 868890

DP1162489

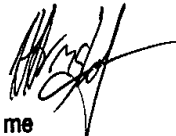
Registered:



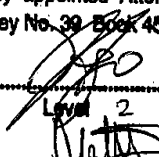
23.3.2011

Subdivision Certificate No: 102640

Date of Endorsement: 18.1.11


Signed by me as delegate
of the Minister for Education and Training
pursuant to Section 125 of the Education
Act 1990 and I hereby certify that I have
no notice of the revocation of such
delegation.

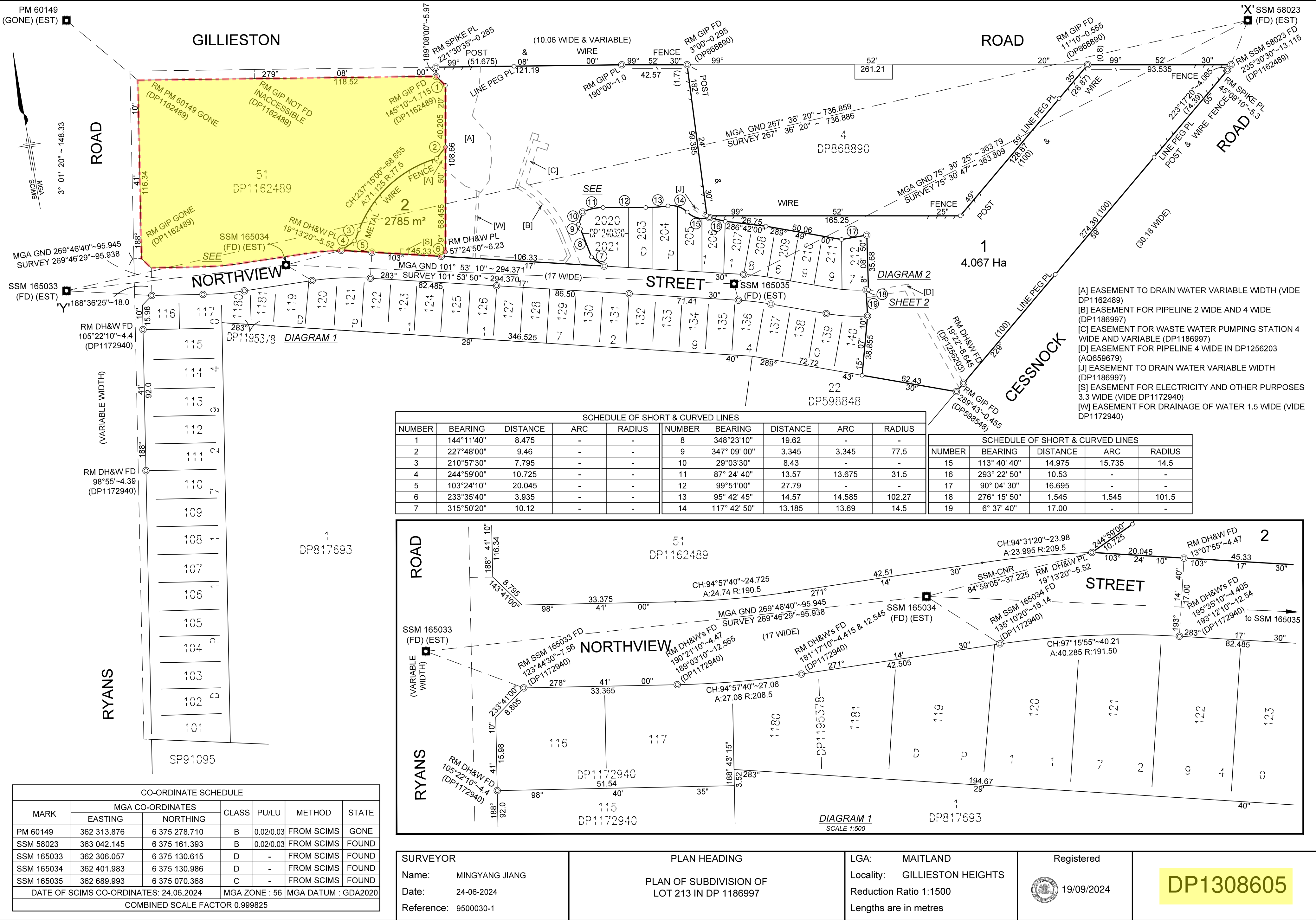
Mortgagee under Mortgage No. AE922663
Signed at ~~MARRICKVILLE~~ this TWENTY SEVEN day of
FEBRUARY 2011 for National
Australia Bank Limited ABN 12 004 044 937
by JARROD ALLAN HUGO
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


Level 2 Attorney


Witness/Bank Officer

SURVEYOR'S REFERENCE: 25041-8 SCHOOL NEWC

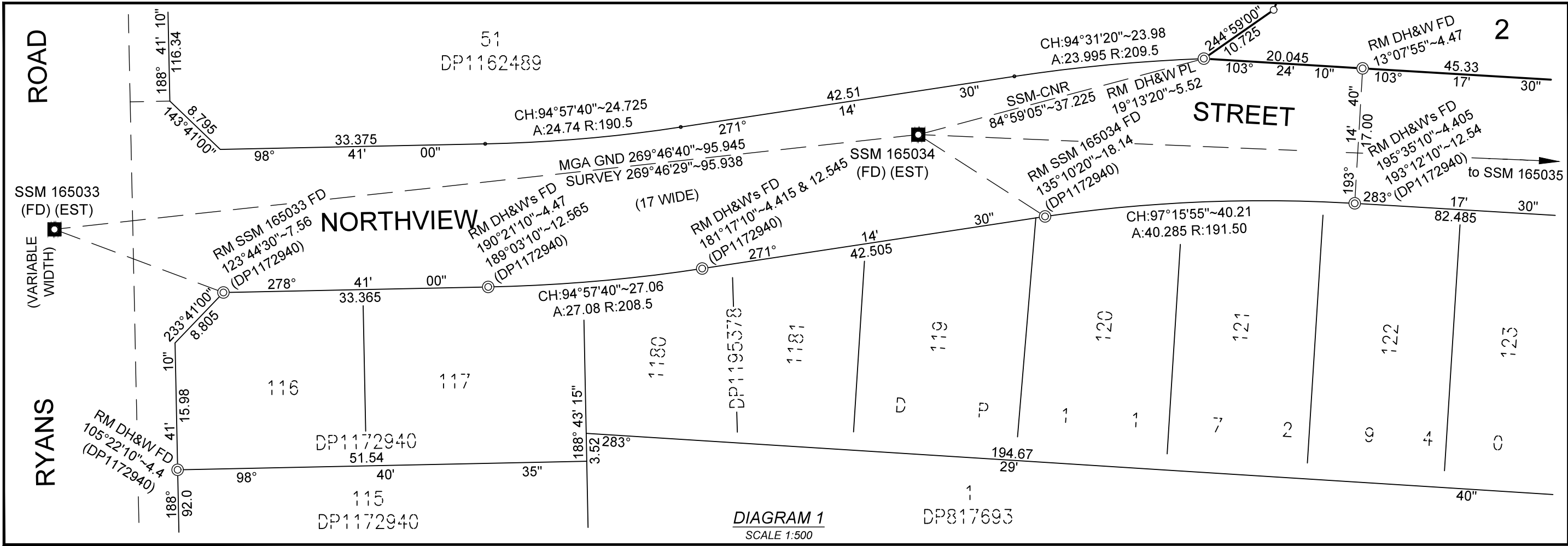
* OFFICE USE ONLY



SCHEDULE OF SHORT & CURVED LINES								
NUMBER	BEARING	DISTANCE	ARC	RADIUS	NUMBER	BEARING	DISTANCE	RADIUS
1	144°11'40"	8.475	-	-	8	348°23'10"	19.62	-
2	227°48'00"	9.46	-	-	9	347°09'00"	3.345	3.345
3	210°57'30"	7.795	-	-	10	29°03'30"	8.43	-
4	244°59'00"	10.725	-	-	11	87°24'40"	13.57	13.675
5	103°24'10"	20.045	-	-	12	99°51'00"	27.79	-
6	233°35'40"	3.935	-	-	13	95°42'45"	14.57	14.585
7	315°50'20"	10.12	-	-	14	117°42'50"	13.185	13.69

SCHEDULE OF SHORT & CURVED LINES				
NUMBER	BEARING	DISTANCE	ARC	RADIUS
15	113°40'40"	14.975	15.735	14.5
16	293°22'50"	10.53	-	-
17	90°04'30"	16.695	-	-
18	276°15'50"	1.545	1.545	101.5
19	6°37'40"	17.00	-	-

CO-ORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	PU/LU	METHOD	STATE
	EASTING	NORTHING				
PM 60149	362 313.876	6 375 278.710	B	0.02/0.03	FROM SCIMS	GONE
SSM 58023	363 042.145	6 375 161.393	B	0.02/0.03	FROM SCIMS	FOUND
SSM 165033	362 306.057	6 375 130.615	D	-	FROM SCIMS	FOUND
SSM 165034	362 401.983	6 375 130.986	D	-	FROM SCIMS	FOUND
SSM 165035	362 689.993	6 375 070.368	C	-	FROM SCIMS	FOUND
DATE OF SCIMS CO-ORDINATES: 24.06.2024			MGA ZONE : 56		MGA DATUM : GDA2020	
COMBINED SCALE FACTOR 0.999825						



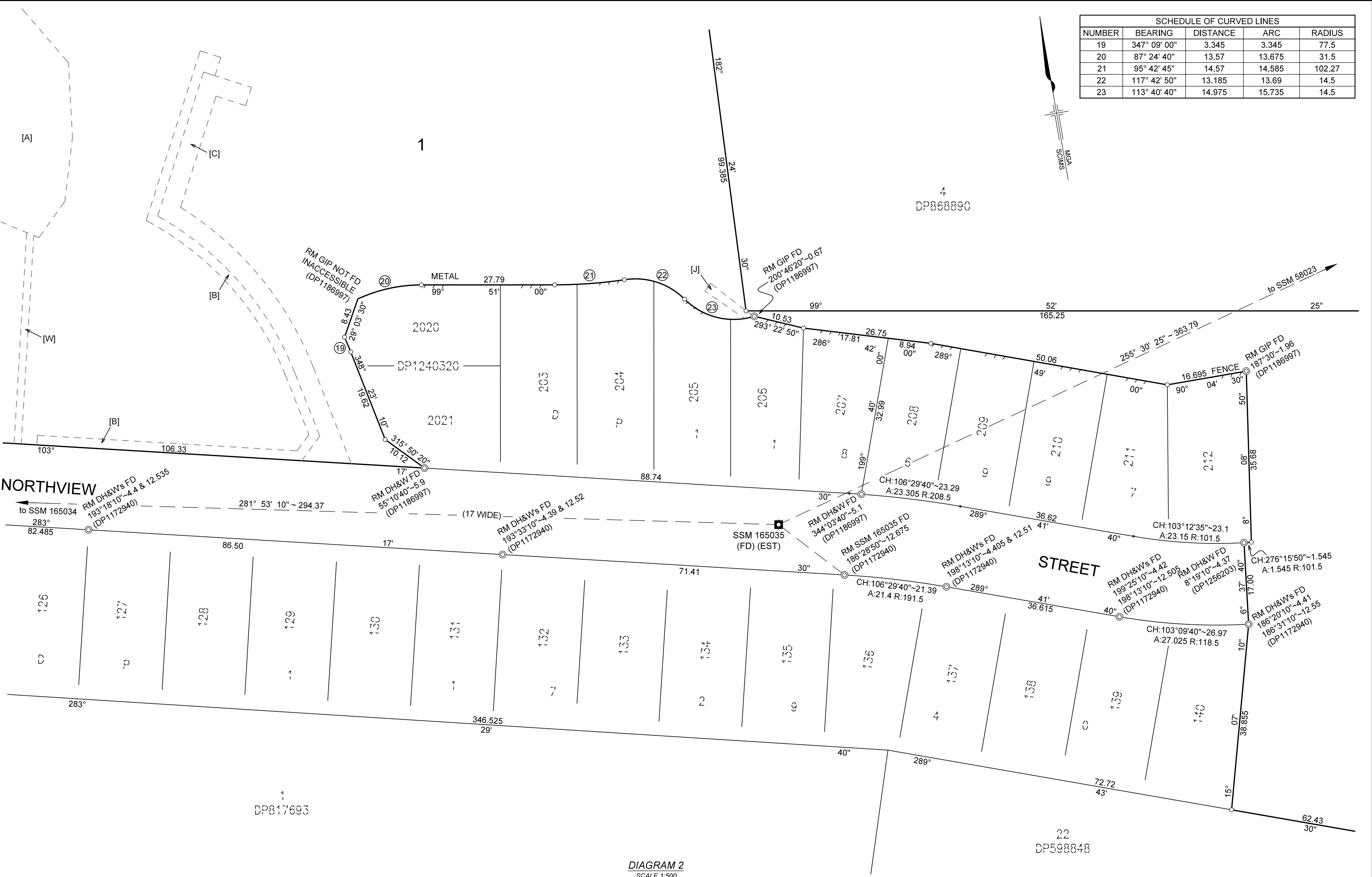
SURVEYOR
Name: MINGYANG JIANG
Date: 24-06-2024
Reference: 9500030-1


PLAN HEADING
PLAN OF SUBDIVISION OF
LOT 213 IN DP 1186997

LGA: MAITLAND
Locality: GILLIESTON HEIGHTS
Reduction Ratio 1:1500
Lengths are in metres

Registered
19/09/2024



DP1308605



<div><div>[A]</div><div>[B]</div><div>[C]</div><div>[J]</div><div>[W]</div></div> <div>EASEMENT TO DRAIN WATER VARIABLE WIDTH (VIDE DP1162489)</div> <div>EASEMENT FOR PIPELINE 2 WIDE AND 4 WIDE (DP1186997)</div> <div>EASEMENT FOR WASTE WATER PUMPING STATION 4 WIDE AND VARIABLE (DP1186997)</div> <div>EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1186997)</div> <div>EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (VIDE DP1172940)</div>	<div>SURVEYOR</div> <div>Name: MINGYANG JIANG</div> <div>Date: 24-06-2024</div> <div>Reference: 9500030-1</div>	<div>PLAN HEADING</div> <div>PLAN OF SUBDIVISION OF</div> <div>LOT 213 IN DP 1186997</div>	<div>LGA: MAITLAND</div> <div>Locality: GILLIESTON HEIGHTS</div> <div>Reduction Ratio 1:500</div> <div>Lengths are in metres</div>	<div>Registered</div> <div> 19/09/2024</div>	<div>DP1308605</div>
	DIAGRAM 2				
	SCALE 1:500				

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection


DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)
<div>Registered:</div> <div></div> <div>19/09/2024</div> <div>Office Use Only</div>	<div>Office Use Only</div> <div>DP1308605</div>	
<div>Title System: TORRENS</div>		
<div>PLAN OF SUBDIVISION OF LOT 213 DP1186997</div>	<div>LGA: MAITLAND</div> <div>Locality: GILLIESTON HEIGHTS</div> <div>Parish: MAITLAND</div> <div>County: NORTHUMBERLAND</div>	
<div>Survey Certificate</div> <div>I,MINGYANG JIANG of ISA SURVEYORS P/L a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on24/06/2024....., or *(b) The part of the land shown in the plan (*being/*excluding ** <div>.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: X -Y Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: ...24/06/2024 Surveyor Identification No: ...8948..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</div></div>	<div>Crown Lands NSW/Western Lands Office Approval</div> <div>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:</div>	
	<div>Subdivision Certificate</div> <div>I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Registration number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.</div>	
<div>Plans used in the preparation of survey/compilation. DP1186997 DP1162489 DP1172940</div>	<div>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</div>	
<div>Surveyor's Reference:9500030-1</div>	<div>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</div>	

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



19/09/2024

Office Use Only

Office Use Only

DP1308605

PLAN OF SUBDIVISION OF LOT 213
DP1186997

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:



- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


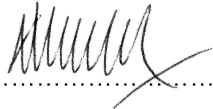

STREET ADDRESSES

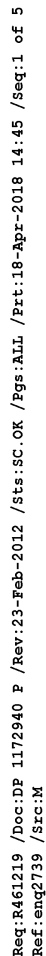
Lot	Street Number	Street Name	Street Type	Locality
1	N/A	NORTHVIEW	STREET	GILLIESTON HEIGHTS
2	N/A	NORTHVIEW	STREET	GILLIESTON HEIGHTS

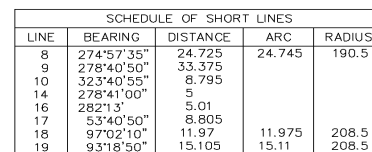
If space is insufficient use additional annexure sheet

Surveyor's Reference: 9500030-1

PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheet(s)	
<div>Registered:  19/09/2024</div>		Office Use Only		Office Use Only	
<div>PLAN OF SUBDIVISION OF LOT 213 DP1186997</div>				<div>DP1308605</div>	
<div>Subdivision Certificate number:</div> <div>Date of Endorsement:</div>				<div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
<div>EXECUTED by</div> <div>UPG 400 Pty Limited</div> <div>ACN 659 722 559</div> <div>in accordance with s127 of</div> <div>the Corporations Act 2001</div>		<div>)</div> <div>)</div> <div>)</div> <div>)</div> <div>)</div>		<div></div> <div>.....</div> <div>Bhart Bhushan</div> <div>Sole Director/Secretary</div>	
<div>If space is insufficient use additional annexure sheet</div>					
<div>Surveyor's Reference: 9500030-1</div>					

PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)	
Registered:  19/09/2024		Office Use Only		Office Use Only	
PLAN OF PROPOSED SUBDIVISION OF LOT 213 DP1186997		<div>DP1308605</div> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.			
Subdivision Certificate number: Date of Endorsement:					
<p style="text-align: center;"><u>Consent of Mortgagee</u></p> <div>EXECUTED by PAYTON FUNDS) MANAGEMENT PTY LTD) ACN 107 613 258) Being a company with more than one) Director is hereby affixed in accordance with) its Constitution in the presence of:)</div> <div>Signature: ..... Director/Secretary Print Name: DAVID ANTHONY DI PILLA</div> <div>Signature: ..... Director/Secretary Print Name: ANDREW NABIL SELIM</div>					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 9500030-1					





(W) - EASEMENT FOR DRAINAGE OF WATER
1.5 WIDE

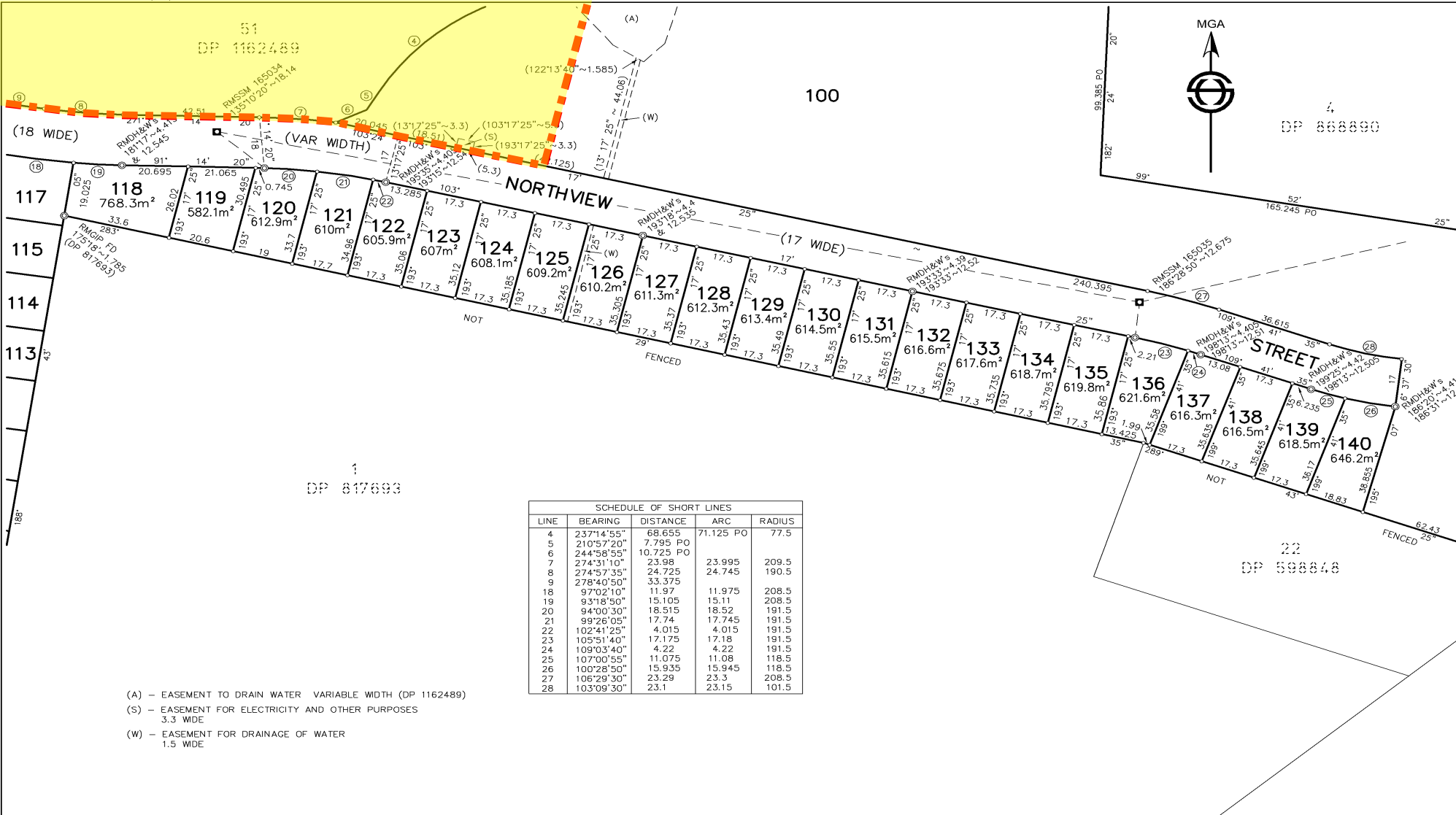
PLAN FORM 2

(A₂) DP1172940

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 3 of 3 sheets



- (A) - EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 1162489)
(S) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
3.3 WIDE
(W) - EASEMENT FOR DRAINAGE OF WATER
1.5 WIDE

SCHEDULE OF SHORT LINES				
LINE	BEARING	DISTANCE	ARC	RADIUS
4	237°14'55"	68.655	71.125 PO	77.5
5	210°57'20"	7.795 PO		
6	244°58'55"	10.725 PO		
7	274°31'10"	23.98	23.995	209.5
8	274°57'35"	24.725	24.745	190.5
9	278°40'50"	33.375		
18	9°7'02'10"	11.97	11.975	208.5
19	93°18'50"	15.105	15.11	208.5
20	94°00'30"	18.515	18.52	191.5
21	99°26'05"	17.74	17.745	191.5
22	102°41'25"	4.015	4.015	191.5
23	105°51'40"	17.175	17.18	191.5
24	109°03'40"	4.22	4.22	191.5
25	107°00'55"	11.075	11.08	118.5
26	100°28'50"	15.935	15.945	118.5
27	106°29'30"	23.29	23.3	208.5
28	103°09'30"	23.1	23.15	101.5

Surveyor: BRIAN JOHN MOTT
RPS AUSTRALIA EAST PTY LTD
Date of Survey: 13TH JANUARY 2012
Surveyor's Ref.: 103972-8 STG 1 NEWC

PLAN OF SUBDIVISION OF
LOT 52 DP 1162489

L.G.A: MAITLAND
Locality: GILLIESTON HEIGHTS
Subdivision No.: 100582

Registered
22.2.2012

DP1172940

Lengths are in metres Reduction Ratio 1 : 800

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. RESTRICTIONS AS TO USER
2. RESTRICTIONS AS TO USER
3. RESTRICTIONS AS TO USER
4. RESTRICTIONS AS TO USER
5. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE
6. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE

IT IS INTENDED TO DEDICATE ROAD; WIDENING AND NORTHVIEW STREET TO THE PUBLIC AS PUBLIC ROAD

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: Maitland City Council

Date of Endorsement: 2.2.12

Accreditation No:

Subdivision Certificate No: 100582

File No: DA10.0582

* Delete whichever is inapplicable.

DP1172940

Registered:  22.2.2012

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 52 DP 1162489

LGA: MAITLAND

Locality: GILLIESTON HEIGHTS

Parish: MAITLAND

County: NORTHUMBERLAND

Surveying and Spatial Information Regulation, 2006

I BRIAN JOHN MOTT

of RPS AUSTRALIA EAST PTY LTD

241 DENISON STREET, BROADMEADOW

a surveyor registered under the Surveying and Spatial Information Act, 2002 certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: 13 January 2012

The survey relates to

lots 101 - 140

lot 100 is compiled residue

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

Signature:  Dated: 17/01/12

Surveyor registered under the Surveying and Spatial Information Act, 2002


Datum Line: 'X' ~ 'Y'

Type: Urban / ~~Rural~~

Plans used in preparation of Survey / ~~Compilation~~
 DP 1162489

SURVEYOR'S REFERENCE: 103972-8 STG 1 NEWC

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)
PLAN OF SUBDIVISION OF LOT 52 DP 1162489	<div style="background-color: yellow; text-align: center; font-size: 24pt; font-weight: bold;">DP1172940</div>	*  Registered: 22.2.2012 *
Subdivision Certificate No: 100582 Date of Endorsement: 2.2.12		
<div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p><i>Michael York</i> MICHAEL YORK DIRECTOR</p><p><i>Oliver York</i> OLIVER YORK DIRECTOR</p></div><div style="width: 50%; text-align: center;"><p>EXECUTED BY THE COMMON SEAL OF YORK AND COMPANY PTY LIMITED ACN 124 488 973 FORMERLY KNOWN AS JOO L M I B I PTY LTD WAS HERETO AFFIXED BY AUTHORITY OF THE BOARD OF DIRECTORS</p></div></div> <div style="margin-top: 20px;"><p><u>Mortgages under Mortgage No. AE922663</u> Signed at Maitland this 7TH day of FEBRUARY 2012 for National Australia Bank Limited ABN 12 004 044 937 by JARROD ALLAN 4460 its duly appointed Attorney under Power of Attorney No. 39 Book 4512</p><p><i>[Signature]</i> Level 2 Attorney</p><p><i>[Signature]</i> Witness/Bank Officer</p><p>JAKOB GRAY ASSOCIATE</p></div>		
SURVEYOR'S REFERENCE: 103972-8 STG 1 NEWC		

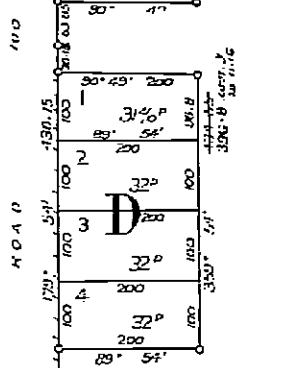
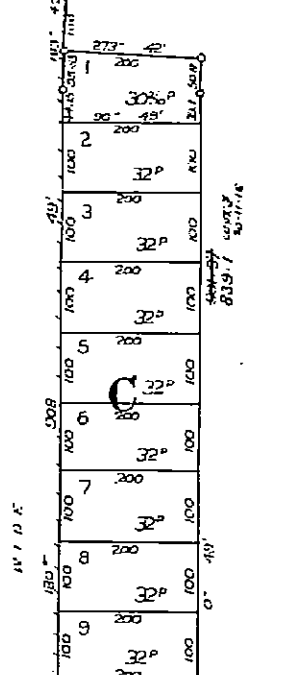
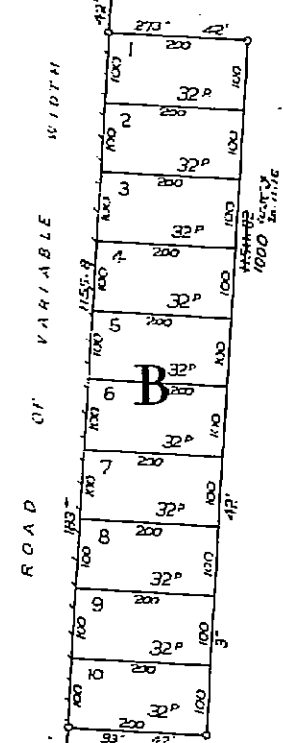
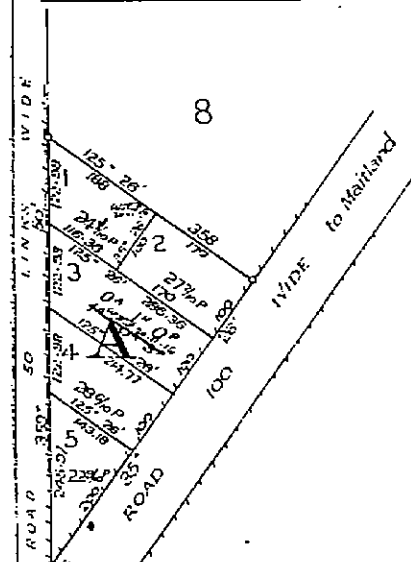
* OFFICE USE ONLY

A 273127 4.10.16
Municipality of West Maitland

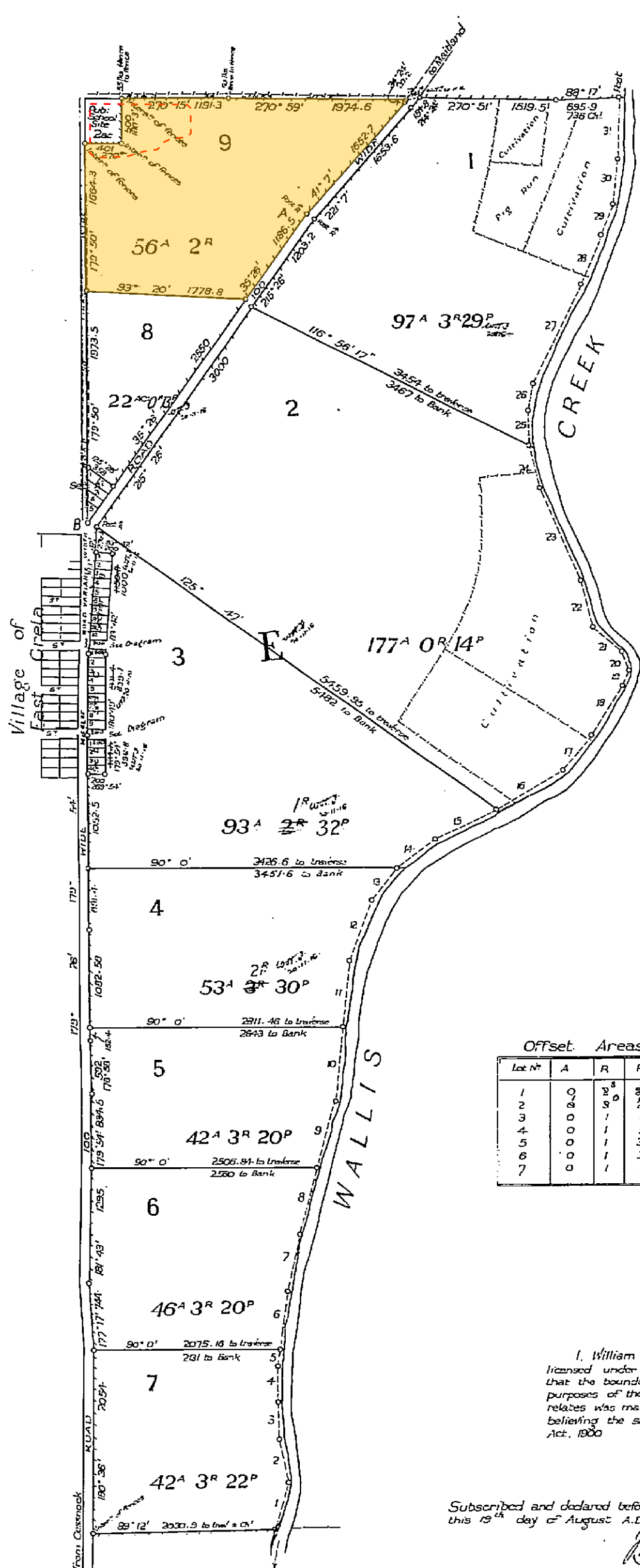
PLAN

of land in
of Subdivision of R.P. Application N^o 19709
2000 ac Por 1 of Or
Part of the Dagnorth Estate Portion N^o 1
Parish of Maitland County of Northumberland

Chains 0 5 10 20 30 40 50 60 SCALE

—DIAGRAM—
Scale 2 Chains to an Inch

Datum Line of Azimuth A.B.



Reference to Traverse

Line	Bearing	Distance
1	15° 19'	548.9
2	319 33	514.5
3	358 9	161.2
4	0 14	392.0
5	7 25	190.0
6	7 25	681.9
7	0 8	664.0
8	15 9	76.0
9	15 9	750.5
10	6 20	853.8
11	6 20	780.4
12	20 9	784.1
13	36 39	457.2
14	54 41	525.1
15	64 11	742.7
16	53 47	850.7
17	39 1	511.4
18	31 41	621.0
19	22 37	172.0
20	335 32	213.0
21	309 55	425.2
22	344 58	529.7
23	336 27	1135.5
24	315 36	186.2
25	359 9	454.6
26	12 58	333.9
27	25 19	1231.2
28	22 28	544.3
29	20 14	357.4
30	6 39	510.1
31	1 15	671.5

Offset Areas

Lot No	A	R	P
1	0	0	0
2	0	0	0
3	0	0	0
4	0	0	0
5	0	0	0
6	0	0	0
7	0	0	0

I, William Henry Foster of West Maitland, Licensed Surveyor, specially licensed under the Real Property Act, do hereby solemnly and sincerely declare that the boundaries and measurements shown on this Plan are correct for the purposes of the said Act, and that the survey of the land to which the plan relates was made by me and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the said Act, 1900.

W. H. Foster
Licensed Surveyor

Subscribed and declared before me at West Maitland
this 15th day of August A.D. 1916

W. H. Foster
Licensed Surveyor

Date of Survey 28th July 1916CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 8672 CONTINUED

LINKS METRES

1186.5	238.69
1191.3	239.65
1203.2	242.05
1221.2	245.67
1295	260.51
1519.5	305.67
1652.7	332.47
1653.6	332.65
1664.3	334.8
1778.8	357.84
1973.5	397
1974.6	397.23
2030.9	408.55
2054	418.2
2060.9	418.59
2075.13	417.45
2075.16	417.46
2131	428.69
2500	502.9
2506.84	504.3
2550	513
2560	515
2811.46	565.6
2843	571.9
3000	603.5
3426.6	689.3
3451.6	694.4
3454	694.8
3467	697.4
4255.2	856
5459.95	1098.4
5482	1102.8
12221.2	2458.5

AC RD P SQ M

- - 8	202.3
- - 22.9	579.2
- - 24.3	614.6
- - 27.2	688
- - 28.5	723.4
- - 31.4	794.2
- - 32	809.4
- - 32	1012
- - 9	1239
- - 19	1492
- - 31	1796
- - 35	1897
- - 13	3364
- - 8	4249

AC RD P HA

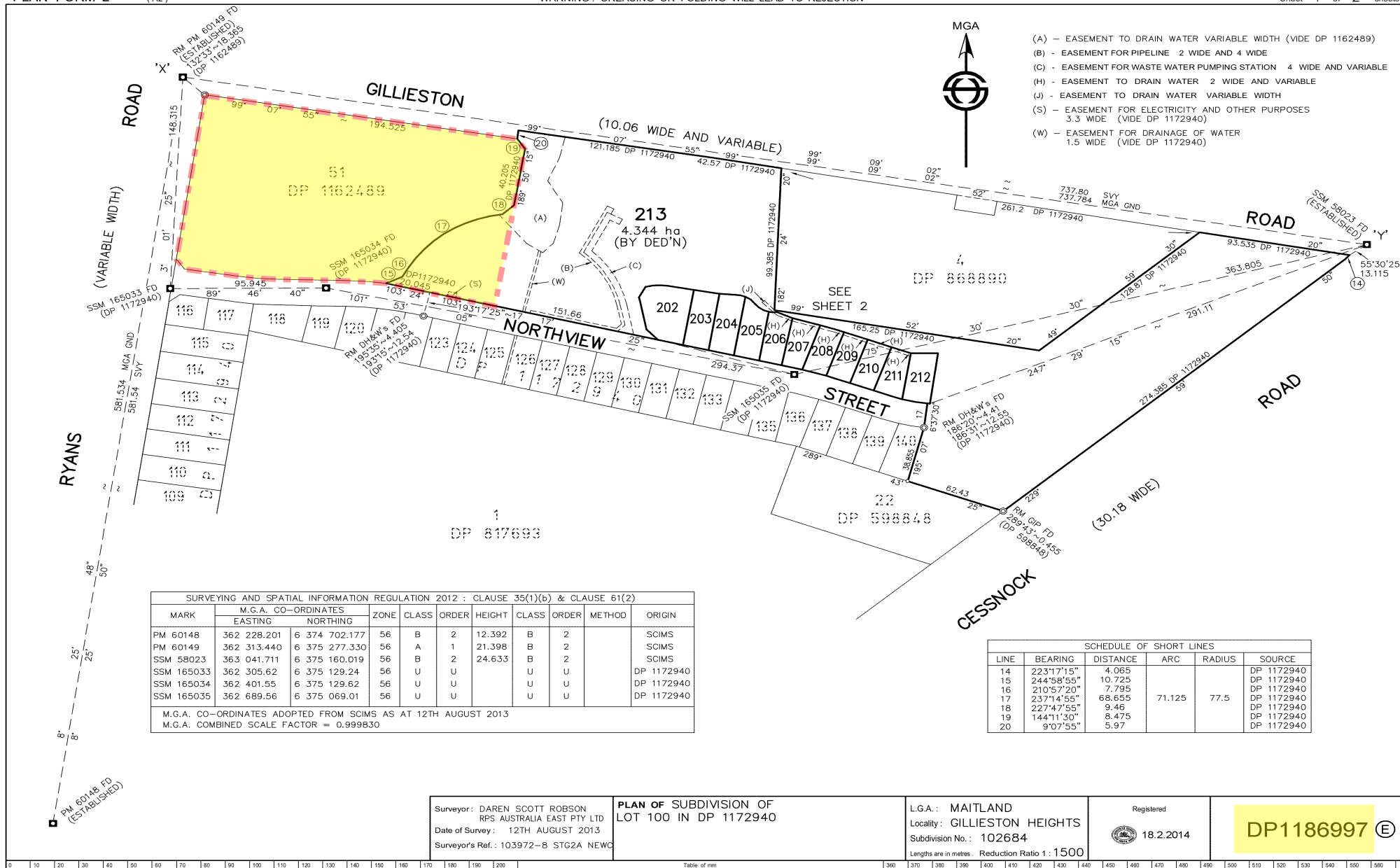
22 - 13	8.936
42 3 20	17.35
42 3 22	17.36
46 3 20	18.97
53 2 30	21.73
56 2 -	22.86
93 1 32	37.82
97 3 29	39.63
177 - 14	71.66

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this map is a photograph made as a permanent record of a document in my custody this 26th day of September, 1979

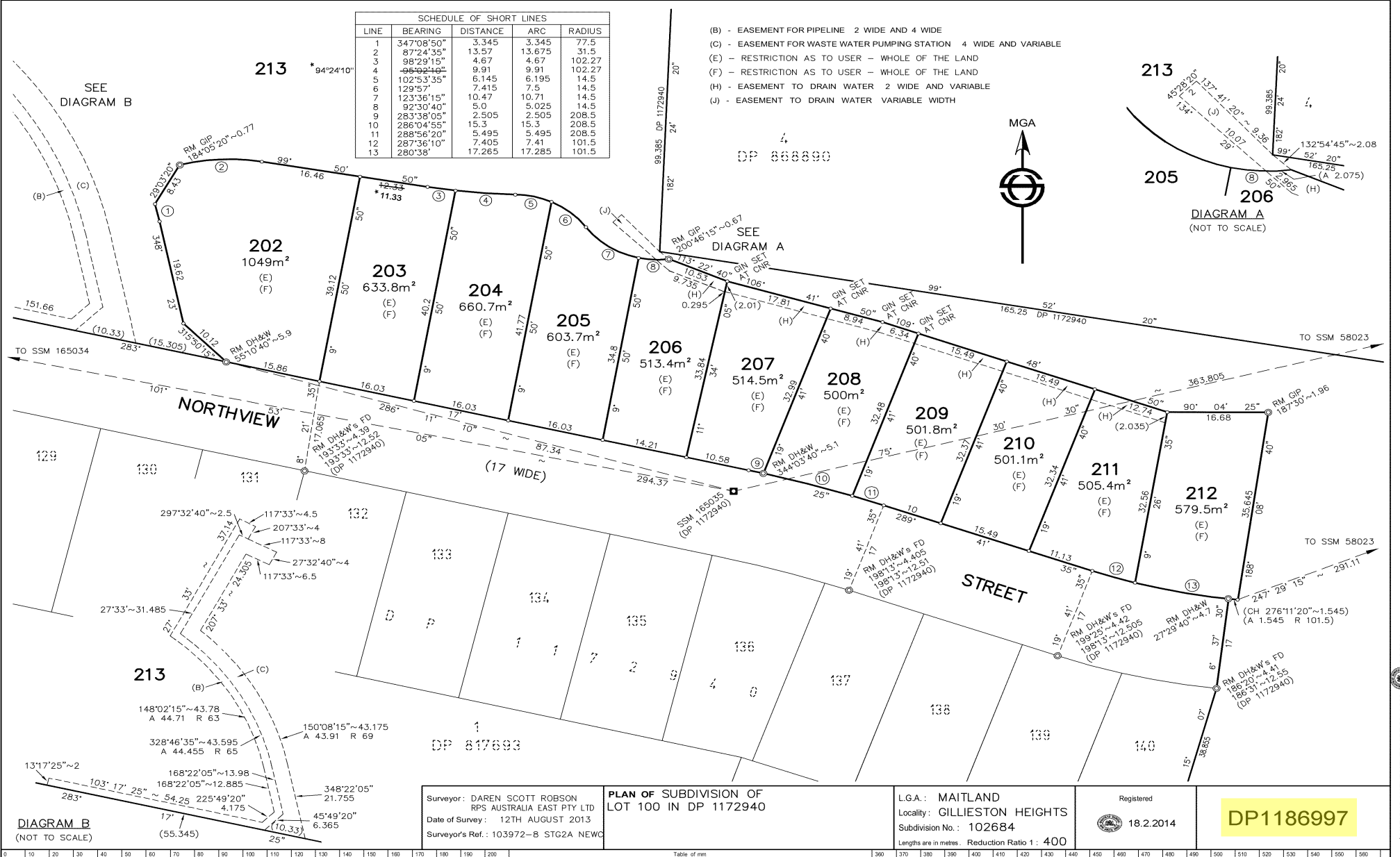
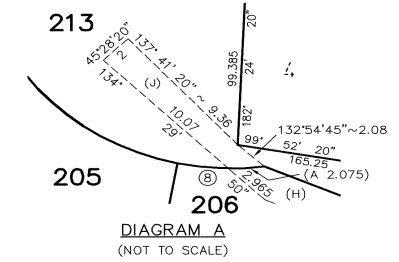
AMENDMENTS OR ADDITIONS NOTED ON PLAN
IN REGISTRAR GENERAL'S OFFICE.

LINKS	METRES
1.5	0.3
10	2.01
50	4.025
100	4.065
150	7.685
200	8.23
250	10.235
300	11.235
350	12.235
400	13.235
450	14.235
500	15.235
550	16.235
600	17.235
650	18.235
700	19.235
750	20.235
800	21.235
850	22.235
900	23.235
950	24.235
1000	25.235
1050	26.235
1100	27.235
1150	28.235
1200	29.235
1250	30.235
1300	31.235
1350	32.235
1400	33.235
1450	34.235
1500	35.235
1550	36.235
1600	37.235
1650	38.235
1700	39.235
1750	40.235
1800	41.235
1850	42.235
1900	43.235
1950	44.235
2000	45.235
2050	46.235
2100	47.235
2150	48.235
2200	49.235
2250	50.235
2300	51.235
2350	52.235
2400	53.235
2450	54.235
2500	55.235
2550	56.235
2600	57.235
2650	58.235
2700	59.235
2750	60.235
2800	61.235
2850	62.235
2900	63.235
2950	64.235
3000	65.235
3050	66.235
3100	67.235
3150	68.235
3200	69.235
3250	70.235
3300	71.235
3350	72.235
3400	73.235
3450	74.235
3500	75.235
3550	76.235
3600	77.235
3650	78.235
3700	79.235
3750	80.235
3800	81.235
3850	82.235
3900	83.235
3950	84.235
4000	85.235
4050	86.235
4100	87.235
4150	88.235
4200	89.235
4250	90.235
4300	91.235
4350	92.235
4400	93.235
4450	94.235
4500	95.235
4550	96.235
4600	97.235
4650	98.235
4700	99.235
4750	100.235
4800	101.235
4850	102.235
4900	103.235
4950	104.235
5000	105.235
5050	106.235
5100	107.235
5150	108.235
5200	109.235
5250	110.235
5300	111.235
5350	112.235
5400	113.235
5450	114.235
5500	115.235
5550	116.235
5600	117.235
5650	118.235
5700	119.235
5750	120.235
5800	121.235
5850	122.235
5900	123.235
5950	124.235
6000	125.235
6050	126.235
6100	127.235
6150	128.235
6200	129.235
6250	130.235
6300	131.235
6350	132.235
6400	133.235
6450	134.235
6500	135.235
6550	136.235
6600	137.235
6650	138.235
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6750	140.235
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6950	144.235
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7100	147.235
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7400	153.235
7450	154.235
7500	155.235
7550	156.235
7600	157.235
7650	158.235
7700	159.235
7750	160.235
7800	161.235
7850	162.235
7900	163.235
7950	164.235
8000	165.235
8050	166.235
8100	167.235
8150	168.235
8200	169.235
8250	170.235
8300	171.235
8350	172.235
8400	173.235
8450	174.235
8500	175.235
8550	176.235
8600	177.235
8650	178.235
8700	179.235
8750	180.235
8800	181.235
8850	182.235
8900	183.235
8950	184.235
9000	185.235
9050	186.235
9100	187.235
9150	188.235
9200	189.235
9250	190.235
9300	191.235
9350	192.235
9400	193.235
9450	194.235
9500	195.235
9550	196.235
9600	197.235
9650	198.235
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9850	202.235
9900	203.235
9950	204.235
10000	205.235

1




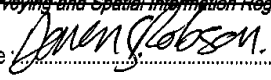

SCHEDULE OF SHORT LINES				
LINE	BEARING	DISTANCE	ARC	RADIUS
1	347°08'50"	3.345	3.345	77.5
2	87°24'35"	13.57	13.675	31.5
3	98°29'14"	4.67	4.67	102.27
4	98°29'14"	9.91	9.91	102.27
5	102°53'35"	6.145	6.195	14.5
6	129°57'	7.415	7.5	14.5
7	123°36'15"	10.47	10.71	14.5
8	92°30'40"	5.0	5.025	14.5
9	283°38'05"	5.505	5.505	208.5
10	286°04'53"	15.5	15.5	208.5
11	283°38'05"	5.5495	5.5495	208.5
12	287°36'10"	7.405	7.41	101.5
13	280°38'	17.265	17.285	101.5



0416

PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<p>Registered:  18.2.2014</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	Office Use Only	Office Use Only
<p>PLAN OF SUBDIVISION OF LOT 100 IN DP 1172940</p>		<p>LGA: MAITLAND</p> <p>Locality: GILLIESTON HEIGHTS</p> <p>Parish: MAITLAND</p> <p>County: NORTHUMBERLAND</p>
<p>Crown Lands NSW / Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, DAREN SCOTT ROBSON of RPS AUSTRALIA EAST PTY LTD 241 DENISON STREET, BROADMEADOW a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>* (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on</p> <p>* (b) The part of the land shown in the plan (being / * excluding ^ LOT 213 was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, 12 AUGUST 2013, the part not surveyed was compiled in accordance with that regulation.</p> <p>* (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature:  Dated: 03-10-13.</p> <p>Surveyor ID: 8187</p> <p>Datum Line: 'X' ~ 'Y'</p> <p>Type: * Urban / * Rural</p> <p>The terrain is * Level-Undulating / * Steep Mountainous.</p> <p>* Strike through if inapplicable.</p> <p>^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p>Subdivision Certificate</p> <p>I, David Simm * Authorised Person / * General Manager / * Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: Maitland City Council</p> <p>Date of Endorsement: 12.12.13</p> <p>Subdivision Certificate Number: 102684</p> <p>File Number: DA10 2684</p> <p>* Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>Plans used in preparation of Survey / Compilation:</p> <p>DP 598848</p> <p>DP 1162489</p> <p>DP 1172940</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		<p>Surveyor's Reference: 103972-8 STG2A NEWC</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  18.2.2014

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF
LOT 100 IN DP 1172940**

DP1186997

Subdivision Certificate Number: 102684
 Date of Endorsement: 12-12-13

This sheet is for the provision of the following information as required:


- A schedule of lots and addresses - see 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


LOT	STREET			LOCALITY
	NUMBER	NAME	TYPE	
202		NORTHVIEW	STREET	GILLIESTON HEIGHTS
203		NORTHVIEW	STREET	GILLIESTON HEIGHTS
204		NORTHVIEW	STREET	GILLIESTON HEIGHTS
205		NORTHVIEW	STREET	GILLIESTON HEIGHTS
206		NORTHVIEW	STREET	GILLIESTON HEIGHTS
207		NORTHVIEW	STREET	GILLIESTON HEIGHTS
208		NORTHVIEW	STREET	GILLIESTON HEIGHTS
209		NORTHVIEW	STREET	GILLIESTON HEIGHTS
210		NORTHVIEW	STREET	GILLIESTON HEIGHTS
211		NORTHVIEW	STREET	GILLIESTON HEIGHTS
212		NORTHVIEW	STREET	GILLIESTON HEIGHTS

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

1. RESTRICTION AS TO USER (E)
2. RESTRICTION AS TO USER (F)
3. EASEMENT FOR PIPELINE 2 WIDE AND 4 WIDE (B)
4. EASEMENT FOR WASTE WATER PUMPING STATION 4 WIDE AND VARIABLE (C)
5. EASEMENT TO DRAIN WATER 2 WIDE AND VARIABLE (H)
6. EASEMENT TO DRAIN WATER VARIABLE WIDTH (J)

YORK AND COMPANY PTY LIMITED


 OLIVER YORK
 DIRECTOR


 MICHAEL YORK
 DIRECTOR

Surveyor's Reference: 103972-8 STG2A NEWC


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan


DEPOSITED PLAN ADMINISTRATION SHEET

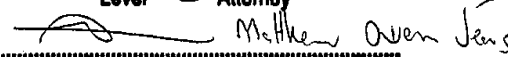
Sheet 3 of 3 sheet(s)

Office Use Only Registered:  18.2.2014	Office Use Only <div style="background-color: yellow; text-align: center; font-size: 24pt; font-weight: bold;">DP1186997</div>
PLAN OF SUBDIVISION OF LOT 100 IN DP 1172940	This sheet is for the provision of the following information as required : <ul style="list-style-type: none"> • A schedule of lots and addresses - see 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets .
Subdivision Certificate Number: <u>102684</u> Date of Endorsement: <u>12-12-13</u>	

NATIONAL AUSTRALIA BANK

Mortgages under Mortgage No. AE922663
 Signed at East Maitland this 17th day of
JANUARY 2014 for National
 Australia Bank Limited ABN 12 004 044 937
 by TRENT JOHN STALLWORTHY
 its duly appointed Attorney under Power of
 Attorney No. 39 Book 4512

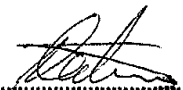


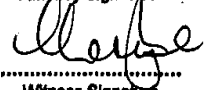
 Level 2 Attorney


 Witness/Bank Officer

HUNTER WATER CORPORATION

Signed Sealed and Delivered
 for and on behalf of Hunter
 Water Corporation by
 Peter James Kembrey
 its duly constituted Attorney
 pursuant to Power of Attorney
 registered
 Book 4859 No. 482



 Attorney Signature


 Witness Signature
CHERYL EUSE

Surveyor's Reference: 103972-8 STG2A NEWC

APPENDIX E

DEALINGS - A289041, A290830 & AH267354
88B INSTRUMENTS - DP1172940, DP1162489

Form: 16LM
Licence: 98M111
Edition: 0308

MEMORANDUM

New South Wales
Section 80A Real Property Act 1900



AC289041S

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

(A) LODGED BY

Delivery Box 415	Name, Address or DX and Telephone MALLESONS STEPHEN JAQUES DX 113 SYDNEY T +61 2 9296 2000 Reference (optional): DJR 02 5066 1103	LLPN: 1230084	CODES LM CM MM GM BM
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(B) APPLICANT

ENERGYAUSTRALIA	ABN 67 505 337 385
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(C) The applicant requests the Registrar General to record this memorandum, comprising 4 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

- (D) i For option to renew see clause Not applicable
ii For option to purchase see clause Not applicable

(E) Signature of applicant or applicant's representative:

Name of signatory: DAVID ROHR

Capacity of signatory (if applicable): Solicitor for EnergyAustralia

Date: 16 March 2006

INSTRUCTIONS FOR COMPLETION

- This form and any annexure to it must be completed clearly and legibly in dense black or dark blue characters.
- Do not use an eraser or correction fluid to make alterations: rule through rejected material and initial the left-hand margin.
- The following relates to the marginal letters above.
 - This section is to be completed by the person or firm lodging the memorandum at the Department of Lands, Land and Property Information Division.
 - Insert the name of the relevant lending institution, lessor, etc.
 - Insert the total number of pages in this memorandum; the total must include this page.
 - These items must be completed, or if not applicable struck out.
 - To be signed by the applicant or the applicant's representative.
- The following relate to the pages containing the provisions.
 - The paper must be white A4 at least 80 gsm in weight (standard copier paper meets this requirement).
 - One side only is to be used.
 - The margins must be at least 10 millimetres on all sides.
 - The first page must be numbered 2 and must contain an identifying heading.
 - All pages must be numbered consecutively.
 - All type must be at least 10 point (this type is 10 point Times New Roman).
 - The style of page numbering must be that used on this form, i.e. "Page ... of [total pages as stated at letter (C) above]".
 - Page numbering must appear at the foot of each page in the centre; the type must be at least 10 point and bolded.
 - The clauses must be numbered consecutively from number 1.
 - The first and last pages must be signed by the person signing this form.

ANNEXURE "A" (COMPRISING 3 PAGES) TO MEMORANDUM LODGED
ON BEHALF OF ENERGYAUSTRALIA DATED THIS 16th DAY OF
MARCH 2006

EnergyAustralia
Easement memorandum

Part A

Definitions and interpretation

- 1 (a) The following terms have the following meanings:

ancillary works means works ancillary to the functions performed by *electricity works*, including structures (whether above, on or below the ground), equipment for signals, signals cables, service cables, connecting cables, and supports (including towers and poles).

easement area means that part of the *land* shown as the site of an "easement for electricity and other purposes" on any plan registered with the New South Wales Department of Lands.

electricity works means any electricity power lines or associated equipment or electricity structures (whether above, below or on the ground) that form part of *EnergyAustralia's* transmission or distribution network and includes mains, wires, cables (including optic fibre cables), pipes or conduits, switches, switchgear, fuses, control equipment, pillars, kiosks, transformers (including pole-mounted and pad-mounted transformers), substations (including pole-mounted and pad-mounted substations) and their contents, pits, ducts and *ancillary works*.

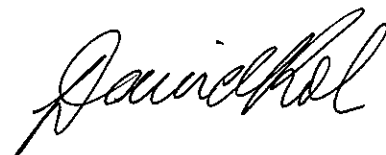
land means the land over which this easement is granted (being the land burdened by this easement).

landowner means the owner of the *land* and any person having an estate or interest in the *land*.

person includes a body corporate.

signals includes data or signals of any kind.

- (b) A reference to a person includes its successors and assigns.



Part B

Easement for electricity works

- 2 *EnergyAustralia* and all persons which it authorises may:
- (a) construct, place, alter, extend, repair, inspect, renew, replace, maintain, remove, and use, on, to and from the *easement area*, any *electricity works* for conveying electricity or *signals* (or both); and
 - (b) convey, or permit the conveyance of, electricity or *signals* (or both) through the *electricity works*.

Part C

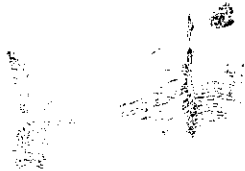
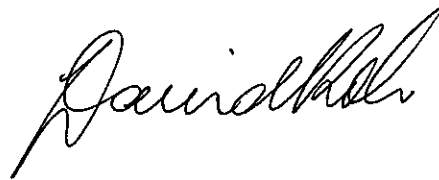
General provisions of easements

- 3 For the purpose of exercising its rights under the easement for electricity works, *EnergyAustralia* and all persons which it authorises may:
- (a) enter the *land* at any time, with or without vehicles, plant and equipment, for any purposes within the terms of the easement; and
 - (b) do anything reasonably necessary to obtain access to the *easement area*; and
 - (c) cut fences and walls in or on the *land* and install gates in them; and
 - (d) on any part of the *easement area*, cut, trim or remove any trees, vegetation, undergrowth or anything that may interfere with the exercise of *EnergyAustralia's* rights under the easement; and
 - (e) do anything reasonably necessary for the exercise of *EnergyAustralia's* rights under the easement.
- 4 The *landowner* acknowledges that ownership of all *electricity works* remains with *EnergyAustralia*.
- 5 *EnergyAustralia* covenants with the *landowner* that:
- (a) it will endeavour to keep the *electricity works* in good repair; and
 - (b) in exercising its rights under the easement, it will do as little damage as practicable to the *land*; and
 - (c) it will repair any damage it causes to the *land*, except that if after this easement is granted the *landowner* installs paving or other works to the surface of the easement area *EnergyAustralia* will not be obliged to restore the paving or those works; and

- (d) subject to its rights under the easement, it will not unreasonably impede the *landowner's* reasonable use of the *land*.

6 The *landowner* covenants with *EnergyAustralia* that it will not:

- (a) do or allow anything that may interfere with, damage, or destroy the *electricity works* or interfere with the effective operation of the *electricity works*; or
- (b) obstruct *EnergyAustralia* in the exercise of its rights under the easement; or
- (c) alter or permit to be altered the existing ground level within the *easement area*, or place or allow to be placed on the *easement area* any building, structure, driveway, paving, plant or item without *EnergyAustralia's* prior written permission, such permission not be unreasonably withheld.



Transfer
Endorsement
Certificate

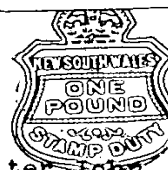
MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



A290830F

A290830



FEE SIMPLE.

a Name, residence, occupation, or other designation, in full, of transferrer.

I, ADELAIDE ABELIA ENRIGHT wife of Walter John Enright of West Maitland, Solicitor

A290830

b If a less estate, strike out "in fee simple," and interline the required alteration.

being registered as the proprietor of an Estate in *fee simple*^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum

c All subsisting encumbrances must be noted hereon. (See page 2.)

underwritten or endorsed hereon,^c in consideration of ^a ONE HUNDRED AND THIRTEEN

d If the consideration be not pecuniary, state its nature concisely.

POUNDS

(£ 113-0-0)

e Name, residence, occupation, or other designation, in full, of transferee.

paid to me by^e The EAST GRETA COAL MINING COMPANY LIMITED.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

the receipt whereof I hereby acknowledge,

f If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said^f THE EAST GRETA COAL MINING COMPANY LIMITED

g Area in acres, roods, or perches.

all minerals other than gold and silver in and under

h Parish or town and county.

~~All my Estate and Interest, as such registered proprietor, in~~ ALL THAT piece of land containing^g fifty six acres two roods

i "The whole" or "part," as the case may be.

situate in^h Municipality of West Maitland Parish of Maitland County of Northumberland.

j "Crown grant," or "Certificate of Title."

beingⁱ part _____ of the land comprised in^j Certificate of Title

k Strike out if not appropriate.

dated 3rd October 1916 registered volume No. 2703 folio 103 and being Lot 9 on Plan No. 8672 deposited in Land Titles Office.

These references will suffice, if the whole land in the grant or certificate be transferred.

~~*And also in the pieces of land as follows:—~~

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—
"as delineated in the plan hereon (or annexed hereto)" or "described as follows, viz.":—

TOGETHER with all necessary rights powers and easements for working winning getting and carrying away the same by underground workings without being responsible for any damage to the surface and with full and free right to carry minerals from adjoining lands through the lands by underground workings free of charge and with right of instroke and outstroke free of all charge of any kind whatsoever.

Any annexure must be signed by the parties and their signatures witnessed. There also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

[Rule up all blanks before signing.]

Section no
required

The form when filled in should be ruled up so that no additions are possible. No alteration 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 noticed in the attestation.

[Price, 6d.]

all minerals other than gold silver in and under the W. Greta land comprised in Cert'e of Title, Vol. 2736 Fol. 126

PAPER

28777

- p See note "c," page 1.
A very short note of
the particulars will
suffice.

Reservations and conditions contained in Crown Grant
of said land.

[Rule up all blanks before signing.]

- m If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferor is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESS
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.

If the Transferor or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained
to him, and that he
appeared fully to un-
derstand the same."

- n Repeat attestation for
additional parties if
required.

St 3121

In witness whereof, I have hereunto subscribed my name, at West Maitland
the Twenty Second day of December in the year
of our Lord one thousand nine hundred and sixteen.

Signed in my presence by the said

ADELAIDE ABELIA ENRIGHT

WHO IS PERSONALLY KNOWN TO ME

Signedⁿ

A. A. Enright
Clerk to W. Enright
Solicitor
West Maitland

A. A. Enright
Transferor.*

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited,
accompanied by the usual declaration that no notice of revocation has been received.

the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME

Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

The Common Seal of The East Greta
Coal Mining Company Limited was
hereto affixed by Charles Arthur
Esq. and Kenneth Stevens Esq. two
Directors of the said Company in the
presence of

Alfred Decker
Secretary

Charles A. Esq.
K. Stevens

Transferree

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at

, the

day of

, one thousand nine hundred and

the attesting witness to this instrument, 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 his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
Name of witness and residence.
Name of Transferror.
Name of Transferror.

*all minerals other than gold and silver
 in and under
 56ac 2r Lot 9 Sec E on 80 8672 at
 East Greta Mun of West Maitland
 Sh Maitland Co Northumberland*

Lodged by

(Name) *Sidney E Pile*
Plot 92 B Pitt St.
 (Address) *Sydney*
Agent for W. J. Enright
West Maitland

a a Enright
The East Greta Coal Mining
Company Limited

Transferor.

Transferee.

A 290830

Particulars entered in the Register Book, Vol. 2736

Folio 126r

the *19th* day of *March*, 19*17*,
 at *minutes 10* o'clock
 in the *fore* noon.



SENT TO SURVEY BRANCH
 RECEIVED FROM RECORDS

DRAFT WRITTEN

DRAFT EXAMINED

DIAGRAM COMPLETE

DIAGRAM EXAMINED

DRAFT FORWARDED

RETD. TO RECORDS (REQUISITE)
 (RECD. TR.)

RETURNED FROM RECORDS

CERTIFICATE ENCROSSED

SUPT. OF ENCROSSERS - 23 MAR 1917

DEP. REGISTRAR GENERAL - 23 MAR 1917

VOL 2745 FOL 60 ✓

REC'D FOR DELIVERY
 6 MAR 1917

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.
 If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
 Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
 The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
 The Transfer is complete from the moment it is recorded.
 Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B. — ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1803, ARE, *ipso facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

Form: 11R
Licence: 01-05-070
Licensee: LEAP Legal Software Pty Limited
Firm name: PATON HOOKE LAWYERS

REQUEST

New South Wales
Real Property Act 1900



AH267354T

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

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **TORRENS TITLE**

Torrens Title
Certificate of Title Identifier 100/1172940

(C) **REGISTERED**

Number Torrens Title

(D) **LODGED BY**

22 OCT 2012

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any
392 C
SYDNEY LEGAL AGENTS
LLP: 128005 Y

CODE

R

392C

Reference: Obrien / York

TIME: 13:49

(E) **APPLICANT**

YORK AND COMPANY PTY LIMITED

(F) **NATURE OF REQUEST**

Registration of Planning Agreement pursuant to S93H Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST**

See Annexure "A"

DATE

17th MAY 2012

RELODGED

17 OCT 2012

TIME: 11.20

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

Corporation: York and Company Pty Limited ACN 124 488 973
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

[Signature]

Name of authorised person:

OLIVER YORK

Office held:

Director

Signature of authorised person:

[Signature]

Name of authorised person:

MAXIMILIAN YORK

Office held:

Director

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

Full name: Anthony John Marshall

Signature:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

48177

UNDRX AE999752

ON JXC

(P93) PLA

Page 1 of 47

P

45A

X AE999752

P ACN 124 488 973

THIS IS AN ANNEXURE TO **REQUEST** WITH YORK AND COMPANY PTY LIMITED
ACN 124 488 973 AS APPLICANT

DATED

FOLIO IDENTIFIER(S): 100/1172940

NATURE OF REQUEST: Registration of Planning Agreement pursuant to section
93H of the *Environmental Planning and Assessment Act*
1979

TEXT OF REQUEST: It is requested that the Planning Agreement attached as
Annexure "A" to this form be recorded on the Certificates
of Title for 100/1172940

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee under
Mortgage Registered No AE922663 hereby consents to the within **Request** but without
prejudice to and reserving all its rights powers and remedies under its security.

DATED at *MAITLAND* this *FIRST* day of *MAY* 2012.

SIGNED SEALED AND DELIVERED)
for and on behalf of **NATIONAL**)
AUSTRALIA BANK LIMITED ABN)
12 004 044 937 by its Attorney)
who holds the position of)
Level 2 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:)



Witness Signature

Melissa Baker

Print Name



Attorney Signature

JARROD ALLAN HUGO

Print Name

ADDITIONAL EXECUTION CLAUSES

I certify that I am an eligible witness and that the Caveators
signed this dealing in my presence.

Signature of witness

Name of witness:

Address of witness:

*The Caveators pursuant to caveat
AE999752 ~~and to the request~~*

Certified correct for the purposes of the Real Property Act
1900 by the Caveators's solicitor - *[Signature]*
for caveat AE999752
Signature of the Caveators's solicitor

[Signature]
for Ross Barry Thornton and Cecily Mary Thornton (Caveators)
by KARINA ANITA MARCAR
SOLICITOR

*but without prejudice to
and reserving all rights
remedies and powers under the caveat.*

SIGNED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED

"H"

I HEREBY CERTIFY THAT
THE WITHIN DOCUMENT
IS A TRUE COPY OF THE
ORIGINAL INSTRUMENT.



Marjorie Anne Hides
Justice of the Peace
No. 129806



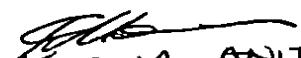
lawyers

**Hunter Rise Estate
Planning Agreement**



Under s93F of the *Environmental Planning and Assessment Act 1979*

**Maitland City Council
York and Company Pty Limited**

Date:


KARINA ANITA MARSCAR
CAVEATORS' SOLICITOR

lawyers


OLIVER YORK
DIRECTOR

MAXIMILIAN YORK
DIRECTOR

T 02 8235 9700 • F 02 8235 9799 • W www.lindsaytaylorlawyers.com.au • E mail@lindsaytaylorlawyers.com.au
ABN 15 695 894 345

Liability limited by a scheme approved under Professional Standards Legislation

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Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



**Hunter Rise Estate
Planning Agreement**

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York and Company Pty Limited



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Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



Hunter Rise Estate Planning Agreement

Summary Sheet

Council:

Name: Maitland City Council
Address: 285 – 287 High Street, Maitland NSW 2320
Telephone: (02) 4934 9748
Facsimile: (02) 4934 8469
Email: LeanneH@maitland.nsw.gov.au
Representative: Leanne Harris

Developer:

Name: York and Company Pty Limited
Address: Level 1, 285 Hunter Street, Newcastle NSW 2300
Telephone: 0401 907 975
Facsimile: N/A
Email: andyglen@hunterrise.com.au
Representative: Andy Glen

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See Part 2 and Schedule 1.

Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



Application of s94, s94A and s94EF of the Act:

See clause 6.

Registration:

This Agreement is to be registered on the title to the Land. See clause 25.

Restriction on dealings:

See clause 26.

Dispute Resolution:

Expert determination and mediation. See clauses 23 and 24.

Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



Hunter Rise Estate Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Parties

Maitland City Council ABN 11 596 310 805 of 285 – 287 High Street, Maitland
New South Wales 2320 (**Council**)

and

York & Company Pty Ltd ACN 124 488 973 of Level 1, 285 Hunter Street,
Newcastle NSW 2300 (**Developer**)

Background

- A The Developer is the owner of the Land.
- B The Stage 1 Consent and Stage 2 Consent have been granted by the Council.
- C The Stage 1 Consent and Stage 2 Consent require the making of the monetary Development Contributions and the carrying out of works.
- D The Stage 3 Application for the Development has been lodged with Council by the Developer.
- E The Developer has also lodged the Modification Applications.
- F The Developer is prepared to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.
- G The Development Contributions to be made by the Developer include the dedication of land and the carrying out of Works.

Operative provisions

Part 1 - Preliminary

1 Definitions & Interpretation

- 1.1 In this Agreement the following definitions apply:

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

Agreement means this Agreement and includes any schedules, annexures and appendices to this Agreement.

Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



Compliance Certificate has the same meaning as in the Act.

Contributions Plan means the *Maitland S94 Contributions Plan (City Wide) 2006* made by the Council under s94EA of the Act, and adopted by the Council on 11 April 2006 as amended.

Dedication Land means the part of the Land to be dedicated under this Agreement.

Dedication Land Location Plan means the plan in Schedule 4.

Defects Liability Period means the period commencing on the date on which a Work is completed under this Agreement and ending 12 months after that date.

Development means the subdivision of the Land into 335 Residential Lots in accordance with the Stage 1 Consent, the Stage 2 Consent and as proposed in the Stage 3 Application.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work or the provision of any other material public benefit under this Agreement, or any combination of them, to be used for, or applied towards, the provision of public infrastructure or another public purpose.

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

GST has the same meaning as in the GST Law.

GST Law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Item means an item identified in Column 1 of Schedule 1.

Just Terms Act means the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

Land means Lot 52 DP 1162489, Lot 4 DP868890, Part Lot 10 DP1034951, Part Lot 680 DP841755, Lot 681 DP841755, Part Lot 831 DP608589, Part Lot 621 DP617425 and Lot 1 DP986279 as shown on the Map.

Map means the map contained in Schedule 2.

Modification Applications means an application or applications under s96 of the Act to modify the Stage 1 Consent to delete condition 2 and the Stage 2 Consent to delete condition 4, and to replace those conditions with a condition requiring this Agreement to be entered into.

Monetary Contributions means Items 1 to 7 in Schedule 1.

Offset Value in relation to an Item means the amount in Column 5 of Schedule 1 corresponding to that Item, indexed in accordance with the Contributions Plan as if the amount is a '*contribution rate*' referred to in the Contributions Plan.

Other Developer means a person other than the Developer who obtains Development Consent to carry out development on the Rezoned Land that

Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



will or is likely to require the provision of or increase the demand for public infrastructure that is provided by the Developer under this Agreement.

Party means a party to this agreement, including their successors and assigns.

Plan of Subdivision means a plan to subdivide land into one or more lots, by any means including strata subdivision.

Public Purpose means the Public Purpose identified for an Item in Column 2 of Schedule 1.

Recoupment Contribution means a monetary contribution required by Council under s94 of the Act or any other amount paid to the Council by Other Developers for development on the Rezoned Land, other than the Land, for the purpose of intersection and traffic management works.

Real Property Act means the *Real Property Act 1900*.

Rectification Notice means a notice in writing issued in the Defects Liability Period that identifies a defect in a Work and requires rectification of the defect during the Defects Liability Period or during such later period specified in the notice as is reasonable in the circumstances.

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

Regulation means the *Environmental Planning and Assessment Regulation 2000*.

Residential Lot means a lot created or proposed to be created by a subdivision of the Land for separate occupation and disposition, not being a lot:

- (a) that is to be dedicated or otherwise transferred to the Council,
- (b) that the Council considers, based on information provided by the Developer, will be further subdivided.

Rezoned Land means the land rezoned for urban purposes by the *Maitland Local Environmental Plan 1993 (Amendment No. 101)* and the *Maitland Local Environmental Plan 1993 (Amendment No. 103)* which has an estimated total development yield of 430 residential lots.

RTA means the Roads and Traffic Authority of New South Wales.

Stage means a stage in the Development, as shown on the Map, other than where used in the definitions of Stage 1 Consent, Stage 2 Consent and Stage 3 Application.

Stage 1 Consent means the Development Consent granted by the Council under s80 of the Act to DA 10-582 on 13 December 2010 for subdivision of part of the Land into 40 Residential Lots.

Stage 2 Consent means the Development Consent granted by the Council under s80 of the Act to DA10-2684 on 7 April 2011 for subdivision of part of the Land into 80 Residential Lots.

Stage 3 Application means the Development Application DA 11-1260 made by the Developer to the Council on 31 May 2011 for subdivision of part of the Land into 215 Residential Lots.

Hunter Rise Estate Planning Agreement
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York and Company Pty Limited



Subdivision Certificate has the same meaning as in the Act.

Works means the physical result of any building, engineering or construction work in, on, over or under land required to be carried out by the Developer under this Agreement.

Works Location Map means the map contained in Schedule 3.

- 1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
 - 1.2.2 A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
 - 1.2.4 A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
 - 1.2.5 A reference in this Agreement to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
 - 1.2.6 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 1.2.7 A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
 - 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
 - 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
 - 1.2.13 A reference to this Agreement includes the agreement recorded in this Agreement.
 - 1.2.14 A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.

Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



1.2.15 Any schedules, appendices and attachments form part of this Agreement.

1.2.16 Notes appearing in this Agreement are operative provisions of this Agreement.

2 Application of this Agreement

2.1 This Agreement applies to the Land and the Development.

3 Commencement of this Agreement

3.1 This Agreement does not operate until both of the following matters have occurred in sequence:

3.1.1 approval is granted to the Modification Applications subject to conditions imposed under section 93I(3) of the Act requiring this Agreement to be entered into; and

3.1.2 this Agreement is entered into as required by clause 25C(1) of the Regulation and the Council dates this Agreement the date of its execution of this Agreement under this clause.

3.2 Until then, this document, executed only by the Developer, is to be read and construed as containing the Developer's irrevocable offer to enter into this Agreement and to make the Development Contributions once all of the matters specified in clause 3.1 have occurred.

3.3 The Council must notify the Developer immediately after the Council executes this Agreement and promptly provide the Developer with the Agreement as executed by the Council.

3.4 If Development Consent is not granted to the Stage 3 Application subject to a condition imposed under section 93I(3) of the Act requiring this Agreement to be entered into, or a condition requiring Development Contributions to be made in accordance with this Agreement, then the Developer will have no obligation to make Development Contributions under this Agreement, other than to make Monetary Contributions in connection with the creation of Residential Lots approved by the Stage 1 Consent and the Stage 2 Consent.

4 Further Agreements Relating to this Agreement

4.1 The Parties may, at any time, enter into such other agreements or arrangements relating to the subject-matter of this Agreement that they consider are necessary or desirable in order to give effect to this Agreement.

4.2 An agreement or arrangement referred to in clause 4.1 is not to be inconsistent with this Agreement.

Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



5 Surrender of right of appeal, etc.

- 5.1 The Developer is not to commence or maintain, or cause to be commenced or maintained, any proceedings in the Land and Environment Court involving an appeal against, or questioning the validity of, a Development Consent relating to the Development or an approval under s96 of the Act to modify a Development Consent relating to the Development to the extent that it relates to the existence of this Agreement or requires any aspect of this Agreement to be performed according to the terms of this Agreement.

6 Application of s94, s94A and s94EF of the Act to the Development

- 6.1 This Agreement excludes the application of s94 and s94A to the Development.
- 6.2 This Agreement does not exclude the application of s94EF to the Development.

Part 2 - Development Contributions

7 Provision of Development Contributions

- 7.1 The Developer is to make Development Contributions to the Council in accordance with this Agreement and otherwise to the satisfaction of the Council acting reasonably.
- 7.2 Schedule 1 has effect in relation to Development Contributions to be made by the Developer under this Agreement.
- 7.3 The Developer is to make any other Development Contributions to the Council as required in this Agreement to the satisfaction of the Council acting reasonably.
- 7.4 The Council is to apply each Development Contribution made by the Developer under this Agreement towards the Public Purpose for which it is made and otherwise in accordance with this Agreement.
- 7.5 Once a Development Contribution, other than a Monetary Contribution, has been completed, or made in accordance with this Agreement (**Completed Item**), the Developer will be entitled to a credit equal to the Offset Value for that Item.
- 7.6 The credit can be applied to reduce Monetary Contributions payable for the same Public Purpose as the Public Purpose of the Completed Item to nil until such time as the credit has been fully applied.
- 7.7 Notwithstanding clause 7.5, a credit will be granted in respect of Item 8 on and from Stage 1, regardless of whether the Development Contribution required by Item 8 has been made.

Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



- 7.8 If the amount of Monetary Contributions remaining to be paid in respect of a Public Purpose is less than the Offset Value for a Completed Item or Items for the same Public Purpose at the time the relevant Item is or Items are completed or made, then in addition to the application of the credit in accordance with this clause, the Developer will be entitled to a refund of any Monetary Contributions already paid for that Public Purpose, up to an amount equal to the difference between the Offset Values of the relevant Completed Items and the amount of Monetary Contributions remaining to be paid for that Public Purpose.
- 7.9 If the Offset Value of a Completed Item or Items for a particular Public Purpose is greater than the Monetary Contributions payable in respect of the same Public Purpose for the whole Development, the Developer will not be entitled to recover from Council the difference between the Offset Value of the Items and the Monetary Contributions which would otherwise have been payable for the same Public Purpose, other than to the extent that clause 9 of this Agreement applies.
- 7.10 For the avoidance of doubt, credits in relation to more than one Completed Item may be applied against Monetary Contributions payable in respect of the same Residential Lot.

8 Procedure for paying monetary Development Contributions

- 8.1 A monetary Development Contribution is made for the purposes of this Agreement when the Council receives the full amount of the contribution payable under this Agreement in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.
- 8.2 The Developer is to give the Council not less than 2 business days written notice of its intention to pay a monetary Development Contribution.
- 8.3 The Developer is not required to pay a monetary Development Contribution under this Agreement unless the Council, after having received the Developer's notice under clause 8.2, has given to the Developer a tax invoice for the amount of the Development Contribution.
- 8.4 The Developer is not in breach of this Agreement if it fails to pay a monetary Development Contribution at the time required by this Agreement by reason only of the Council's failure to give to the Developer a tax invoice in relation to the amount proposed to be paid by it.

9 Payments to Developer

- 9.1 The Council acknowledges that the Developer is providing Development Contributions under this Agreement that:
- 9.1.1 exceed the demand for public infrastructure created by the Development, and
- 9.1.2 meet the demand, or part of the demand, for public infrastructure created by development in the Rezoned Land which is to be carried out by Other Developers.

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- 9.2 Each time a Recoupment Contribution is paid to the Council, the Council is to pay to the Developer an amount equal to the amount of that Recoupment Contribution, plus any interest earned by Council on that contribution.
- 9.3 The Council is not obliged to pay Recoupment Contributions to the Developer pursuant to clause 9.2 which would result in the amount paid to the Developer exceeding the lower of:
 - 9.3.1 \$334,685.00, indexed in accordance with the Contributions Plan as if this amount is a '*contribution rate*' referred to in the Contributions Plan, or
 - 9.3.2 the amount that is calculated by subtracting \$1,180,205.00 from the actual cost of constructing Item 16 and indexed in accordance with the Contributions Plan as if the amount is a '*contribution rate*' referred to in the Contributions Plan,

10 Procedures relating to the dedication of Dedication Land

- 10.1 A Development Contribution comprising the dedication of Dedication Land is made for the purposes of this Agreement when:
 - 10.1.1 a deposited plan is registered with the Registrar General that:
 - (a) dedicates land as a public road (including a temporary public road) under the *Roads Act 1993*, or
 - (b) creates a public reserve or drainage reserve under the *Local Government Act 1993*, or
 - 10.1.2 the Council is given an instrument in registrable form under the Real Property Act that is effective to transfer the title to the Dedication Land to the Council when registered.
- 10.2 For the purposes of clause 10.1.2:
 - 10.2.1 the Developer is to give the Council, for execution by the Council as transferee, an instrument of transfer under the Real Property Act relating to the Land to be dedicated, and
 - 10.2.2 within 7 days of receiving it from the Developer, the Council is to execute it and return it to the Developer, and
 - 10.2.3 within 7 days of receiving it from the Council (properly executed), the Developer is to lodge it for registration with the Registrar General, and
 - 10.2.4 the Developer is to do all things reasonably necessary to enable it to be registered.

11 Carrying out of Work

- 11.1 Except as otherwise specifically provided by this Agreement, any Work that is required to be carried out by the Developer under this Agreement is to be carried out in accordance with:
 - 11.1.1 any relevant Development Consent,

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- 11.1.2 any relevant policies and specifications of the Council existing at the time such a consent is granted,
- 11.1.3 any other applicable law, and
- 11.1.4 otherwise to the reasonable satisfaction of the Council.
- 11.2 If the Developer is reasonably required by the Council to prepare or modify a design or specification relating to a Work for approval by the Council under this Agreement, the Developer is to bear all costs relating to the preparation or modification and approval of the design and specification.

12 Access to the Land

- 12.1 The Developer is to permit the Council, its officers, employees, agents and contractors to enter the Land or any other land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Work or to remedy any breach of the Developer relating to the carrying out of a Work.
- 12.2 The Council is to permit the Developer to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Developer to carry out any Work under this Agreement that is required to be carried out on such land or to perform any other obligation imposed on the Developer by or under this Agreement.

13 Protection of people and property

- 13.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:
 - 13.1.1 all necessary measures are taken to protect people and property, and
 - 13.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 13.1.3 nuisances and unreasonable noise and disturbances are prevented.

14 Damage and repairs to Work

- 14.1 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council any loss or damage to a Work from any cause whatsoever which occurs prior to the date on which the Work is taken to have been completed under this Agreement.

15 Variation of Work

- 15.1 A Work is not to be varied by the Developer, unless:
 - 15.1.1 the Parties agree in writing to the variation, and
 - 15.1.2 any consent or approval required under the Act or any other law to the variation is first obtained, and

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15.1.3 the Developer bears all of the Council's costs of and incidental to agreeing to and approving the variation.

15.2 For the purposes of clause 15.1 a variation may relate to any matter in relation to the Works that is dealt with by this Agreement.

16 Procedures relating to the completion of Work

16.1 Work is completed for the purposes of this Agreement if the Council, acting reasonably, gives a certificate to the Developer to that effect or the Developer gives the Council a Compliance Certificate to that effect.

17 Procedures relating to the rectification of defects

- 17.1 During the Defects Liability Period, the Council may give to the Developer a Rectification Notice.
- 17.2 The Developer is to comply with a Rectification Notice at its own cost according to its terms and to the satisfaction of the Council.
- 17.3 If the Developer breaches clause 17.2, the Council may have the relevant defect rectified and may recover its costs of so doing as a debt due in a court of competent jurisdiction.

18 Failure to carry out Work

- 18.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Agreement relating to a Work, including compliance with a Rectification Notice, the Council may give the Developer a notice requiring the breach to be rectified to the Council's reasonable satisfaction.
- 18.2 The dispute resolution provisions of this Agreement do not apply to the giving of a notice under clause 18.1.
- 18.3 A notice given under clause 18.1 is to allow the Developer a period of not less than 28 days to rectify the breach or such further period as the Council considers reasonable in the circumstances.
- 18.4 The Council may carry out and complete the Work the subject of a notice under clause 18.1 if the Developer fails to comply with the notice to the Council's reasonable satisfaction.
- 18.5 The Developer is to do all things reasonably necessary to enable the Council to exercise its rights under clause 18.4.
- 18.6 If the Council incurs a cost in carrying out, completing or rectifying a defect in a Work resulting from non-compliance by the Developer with this Agreement, the Council may recover the cost from the Developer in a court of competent jurisdiction.
- 18.7 For the purpose of clause 18.6, the Council's costs of carrying out, completing or rectifying a defect in a Work includes, but is not limited to:
- 18.7.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,

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- 18.7.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
- 18.7.3 all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Agreement.

19 Works-As-Executed-Plan

- 19.1 No later than 60 days after a Work is taken to have been completed in accordance with this Agreement, the Developer is to submit to the Council a full works-as-executed-plan in respect of that Work.

Part 3 - Other provisions

20 Indemnity and Insurance

- 20.1 The Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever (**Losses**) which may be sustained, suffered, recovered or made arising in connection with the carrying out by the Developer of any Work and the performance by the Developer of any other obligation under this Agreement, except:
 - 20.1.1 to the extent that the Losses are caused or contributed to by the Council;
 - 20.1.2 to the extent that the Losses arise from any aspect of the design of the Work, or the manner in which a part of the Work has been carried out, which has been specifically certified as being acceptable by the Council, provided that for the purposes of this clause 20.1.2 the certification by Council that a Work is complete under clause 16 does not, of itself, constitute certification that the design of the Work is acceptable, or that the manner in which the Work has been carried out is acceptable although the issue of a Compliance Certificate by Council may have that effect; and
 - 20.1.3 to the extent that to do so would be inconsistent with the outcome of any dispute resolution process pursuant to clause 23 or 24 of this Agreement, including any order made by a court arising out of proceedings commenced in accordance with clause 24.5.
- 20.2 The Developer is to take out and keep current to the satisfaction of the Council, or, in respect of contract works insurance, ensure that its contractors take out and keep current to the satisfaction of the Council, the following insurances in relation to Work required to be carried out by the Developer under this Agreement up until the Work is taken to have been completed in accordance with this Agreement:
 - 20.2.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of

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- demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability (or the contractor's liability, as the case may be) in respect of damage to or destruction of the Works,
- 20.2.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
- 20.2.3 workers compensation insurance as required by law, and
- 20.2.4 any other insurance required by law.
- 20.3 If the Developer fails to comply with clause 20.2, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including recovery as a debt due in a court of competent jurisdiction.
- 20.4 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 20.2.

21 Security for obligation to dedicate land

- 21.1 Pursuant to s93F(3)(g) of the Act, if the Developer does not dedicate all or any part of any land required to be dedicated under this Agreement at the time at which it is required to be dedicated, the Developer consents to the Council compulsorily acquiring that land for compensation in the amount of \$1.00 without the necessity to follow the pre acquisition procedures under the Just Terms Act.
- 21.2 Clause 21.1 constitutes an agreement for the purposes of section 30 of the Just Terms Act.
- 21.3 If, as a result of an acquisition referred to in clause 21.1, the Council is required to pay compensation to any person other than the Developer, the Developer is to reimburse the Council for that amount, upon a written request being made by the Council.
- 21.4 Except as otherwise agreed between the Parties, the Developer is to ensure that the land to be dedicated under this Agreement is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) on both the date that the Developer is liable to transfer that land to the Council under this Agreement and the date on which the Council compulsorily acquires the whole or any part of that land in accordance with the Just Terms Act.
- 21.5 The Developer indemnifies and keeps indemnified the Council against all claims made against the Council as a result of any acquisition by the Council of the whole or any part of the Land.
- 21.6 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 21, including without limit:
- 21.6.1 signing any documents or forms,

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- 21.6.2 giving land owner's consent for lodgement of any Development Application,
- 21.6.3 producing certificates of title to the Registrar-General under the Real Property Act, and
- 21.6.4 paying the Council's costs arising from clause 21.
- 21.7 Notwithstanding clause 21.4, if, despite having used its best endeavours, the Developer cannot ensure that the land to be dedicated is free from all encumbrances and affectations, then the Developer may request that Council agree to accept the land subject to those encumbrances and affectations, and:
 - 21.7.1 Council cannot withhold its agreement unreasonably if the encumbrance or affectation does not prevent the future use of the land for the public purpose for which it is to be dedicated under this Agreement unless the encumbrance or affectation is a charge arising as a result of unpaid taxes or charges, and
 - 21.7.2 in all other cases, Council may withhold its agreement in its absolute discretion.
- 21.8 Despite any other provision of this Agreement, the Parties agree that clause 21.1 applies in relation to Item 8 as if Item 8 is required under this Agreement to be dedicated prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 1.

22 Enforcement in a court of competent jurisdiction

- 22.1 Without limiting any other provision of this Agreement, the Parties may enforce this Agreement in any court of competent jurisdiction.
- 22.2 For the avoidance of doubt, nothing in this Agreement prevents:
 - 22.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates,
 - 22.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

23 Dispute Resolution – expert determination

- 23.1 This clause applies to a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert.
- 23.2 Any dispute between the Parties as to whether a dispute to which this clause applies can be determined by an appropriately qualified expert is to be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination, which is to be final and binding on the Parties.
- 23.3 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.

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- 23.4 If a notice is given under clause 23.3, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 23.5 If the dispute is not resolved within a further 28 days, the dispute must be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 23.6 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 23.7 Each Party must bear its own costs arising from or in connection with the appointment of the expert and the expert determination.

24 Dispute Resolution - mediation

- 24.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 23 applies.
- 24.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 24.3 If a notice is given under clause 24.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 24.4 If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.
- 24.5 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

25 Registration of this Agreement

- 25.1 As contemplated by section 93H of the Act, the Developer agrees to procure the registration of this Agreement under the Real Property Act in all relevant folios of the Register of the Land as soon as possible after execution of this Agreement.
- 25.2 The Developer, at its own expense, will take all practical steps and otherwise do anything to procure:
 - 25.2.1 the consent of each person to the registration of this Agreement pursuant to this clause who:
 - (a) has an estate or interest in the Land; or
 - (b) is seized or possessed of an estate or interest in the Land;and
 - 25.2.2 the execution of any documents; and
 - 25.2.3 the production of the relevant certificates of title; and

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- 25.2.4 the lodgement and registration of this Agreement, by the Registrar-General in the relevant folio of the Register, or in the General Register of Deeds if this Agreement relates to land not under the Real Property Act.
- 25.3 The Developer must ensure that all documents which are required to be lodged with Land and Property Information (LPI) in order to register this Agreement are lodged, in registrable form, with LPI within 60 business days of the date of this Agreement.
- 25.4 The Developer must not sell any part of the Land, other than a Residential Lot until registration of this Agreement has been effected under this clause.
- 25.5 The Developer will provide the Council with a copy of the relevant folios of the Register within 10 Business Days of registration of this Agreement in accordance with this clause 25.2.
- 25.6 If the Developer is not in breach of this Agreement, then the Agreement will not be registered in the folio of the Register of any Residential Lot, or any lot not intended to be used for residential purposes, and the Registrar General will be directed, when a Plan of Subdivision is lodged for registration, that the Agreement must not be registered in the folio of the Register of any Residential Lot or lot not intended to be used for residential purposes, created as a result of that subdivision.
- 25.7 The Council agrees to do all things necessary, within 20 business days, to meet any request or requirement of the Developer or the Registrar General arising from the operation of clause 25.6.
- 25.8 The Council agrees to provide a release and discharge of this Agreement with respect to any part of the Land if the Developer so requests on full satisfaction by the Developer of its obligations under this Agreement.

26 Assignment, Sale of Land, etc

- 26.1 Unless the matters specified in clause 26.2 are satisfied, the Developer is not to do any of the following:
- 26.1.1 transfer the Land (other than a Residential Lot) to any person, or
- 26.1.2 assign the Developer's rights or obligations under this Agreement, or novate this Agreement, to any person.
- 26.2 The matters required to be satisfied for the purposes of clause 26.1 are as follows:
- 26.2.1 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Developer's rights or obligations under this Agreement are to be assigned or novated, of an agreement in favour of the Council on terms satisfactory to the Council, and
- 26.2.2 the Council, by notice in writing to the Developer, has stated that evidence satisfactory to the Council has been produced to show that the assignee or novatee, is reasonably capable of performing its obligations under the Agreement, and

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- 26.2.3 the Developer is not in breach of this Agreement, and
- 26.2.4 the Council otherwise consents to the transfer, assignment or novation, which consent is not to be unreasonably withheld.
- 26.3 Clauses 26.1 and 26.2 do not apply in relation to any sale or transfer of any land if this Agreement is registered on the title of that land at the time of the sale.

27 Review of this Agreement

- 27.1 The Parties are to review this Agreement if either Party notifies the other that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement.
- 27.2 For the purposes of clause 27.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.
- 27.3 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 27.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 27.4 If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.
- 27.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 27.1 is not a dispute for the purposes of the dispute resolution provisions of this Agreement.

28 Notices

- 28.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
 - 28.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
 - 28.1.2 faxed to that Party at its fax number set out in the Summary Sheet.
- 28.2 If a Party gives the other Party 3 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 28.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 28.3.1 delivered, when it is left at the relevant address,
 - 28.3.2 sent by post, 2 business days after it is posted, or

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- 28.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 28.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

29 Approvals and Consent

- 29.1 Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party.
- 29.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

30 Costs

- 30.1 The Developer is to pay to the Council the Council's reasonable costs not exceeding \$15,000.00 of preparing, negotiating, executing and stamping this Agreement, and any document related to this Agreement within 7 days of a written demand by the Council for such payment.
- 30.2 The Developer is also to pay to the Council the Council's costs of enforcing this Agreement within 7 days of a written demand by the Council for such payment.

31 Entire Agreement

- 31.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- 31.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

32 Further Acts

- 32.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

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33 Notations on section 149(2) Planning Certificates

- 33.1 The Parties agree that the Council may, in its absolute discretion, make a notation under section 149(5) of the Act regarding this Agreement on any certificate issued under section 149(2) of the Act relating to the Land.

34 Governing Law and Jurisdiction

- 34.1 This Agreement is governed by the law of New South Wales.
- 34.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 34.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

35 No Fetter

- 35.1 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

36 Representations and Warranties

- 36.1 The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

37 Severability

- 37.1 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 37.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

38 Modification

- 38.1 No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

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39 Waiver

- 39.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 39.2 A waiver by a Party is only effective if it is in writing.
- 39.3 A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

40 GST

- 40.1 In this clause:
Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.
GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.
Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.
- 40.2 Subject to clause 40.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 40.3 Clause 40.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 40.4 No additional amount shall be payable by the Council under clause 40.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 40.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:

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- 40.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 40.5.2 that any amounts payable by the Parties in accordance with clause 40.2 (as limited by clause 40.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 40.6 No payment of any amount pursuant to this clause 40, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 40.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 40.8 This clause continues to apply after expiration or termination of this Agreement.

41 Explanatory Note Relating to this Agreement

- 41.1 The Appendix contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.
- 41.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Planning Agreement.

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Schedule 1

(Clause 7)

Development Contributions

Column 1	Column 2	Column 3	Column 4	Column 5
Item	Public Purpose	Manner & Extent	Timing	Offset Value
Monetary Contributions				
1	Public purposes identified for <i>Citywide Recreation and Open Space</i> in the Contributions Plan	In the amount that, in the absence of this Agreement, would otherwise be required under the Contributions Plan for <i>Citywide Recreation and Open Space</i> per Residential Lot in the Development, and indexed in accordance with the Contributions Plan.	Prior to the issuing of the Subdivision Certificate that creates the Residential Lot in respect of which the payment is made.	N/A
2	Public purposes identified for <i>Citywide Cultural Facilities</i> in the Contributions Plan	In the amount that, in the absence of this Agreement, would otherwise be required under the Contributions Plan for <i>Citywide Cultural Facilities</i> per Residential Lot in the Development, and indexed in accordance with the Contributions Plan.	Prior to the issuing of the Subdivision Certificate that creates the Residential Lot in respect of which the payment is made.	N/A

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3	Public purposes identified for <i>Citywide Community Facilities</i> in the Contributions Plan	In the amount that, in the absence of this Agreement, would otherwise be required under the Contributions Plan for <i>Citywide Community Facilities</i> per Residential Lot in the Development, and indexed in accordance with the Contributions Plan.	Prior to the issuing of the Subdivision Certificate that creates the Residential Lot in respect of which the payment is made.	N/A
4	Public purposes identified for <i>Citywide Cycleways/ Share Paths</i> in the Contributions Plan	In the amount that, in the absence of this Agreement, would otherwise be required under the Contributions Plan for <i>Citywide Cycleways</i> per Residential Lot in the Development, and indexed in accordance with the Contributions Plan.	Prior to the issuing of the Subdivision Certificate that creates the Residential Lot in respect of which the payment is made.	N/A
5	Public purposes identified for <i>Gillieston Heights Cycleways</i> in the Contributions Plan	In the amount that, in the absence of this Agreement, would otherwise be required under the Contributions Plan for <i>Gillieston Heights Cycleways</i> per Residential Lot in the Development, and indexed in accordance with the Contributions Plan.	Prior to the issuing of the Subdivision Certificate that creates the Residential Lot in respect of which the payment is made.	N/A
6	Public purposes identified for <i>Citywide Management/ Admin</i> or <i>Gillieston Heights Management/ Admin</i> in the Contributions Plan	In the amount that, in the absence of this Agreement, would otherwise be required under the Contributions Plan for <i>Gillieston Heights Management/Admin</i> per Residential Lot in the Development, and indexed in accordance with the Contributions Plan.	Prior to the issuing of the Subdivision Certificate that creates the Residential Lot in respect of which the payment is made.	N/A

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Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



7	Public purposes identified for <i>Citywide Road and Traffic Facilities</i> and <i>Gillieston Heights Road and Traffic Facilities</i> in the Contributions Plan	In the amount that, in the absence of this Agreement, would otherwise be required under the Contributions Plan for <i>Citywide Road and Traffic Facilities</i> and <i>Gillieston Heights Road and Traffic Facilities</i> per Residential Lot in the Development, and indexed in accordance with the Contributions Plan.	Prior to the issuing of the Subdivision Certificate that creates the Residential Lot in respect of which the payment is made	N/A
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Dedication of Land

8. Local Park	Citywide Recreation and Open Space	Land shown as ' <i>Local Council Park</i> ' on the Dedication Land Location Plan on which Item 12 is to be constructed.	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 1, or such later time as is agreed by Council.	\$305,901.00
9. Open Space – Drainage Reserve 1	Citywide Recreation and Open Space	6000m2 of Land shown as ' <i>Drainage Reserve – D1</i> ' on the Dedication Land Location Plan.	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 2.	\$13,320.00
10. Open Space – Drainage Reserve 2	Citywide Recreation and Open Space	16,650m2 of Land shown as ' <i>Drainage Reserve – D2</i> ' on the Dedication Land Location Plan.	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 4.	\$36,963.00
11. Open Space – Drainage Reserve 3	Citywide Recreation and Open Space	7500m2 of Land shown as ' <i>Drainage Reserve – D3</i> ' on the Dedication Land Location Plan.	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 7.	\$16,650.00

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Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



Carrying out of Work

12. Local Park	Citywide Recreation and Open Space	Construction of a new local park at the location shown as ' <i>Local Council Park</i> ' on the Works Location Map, to be designed and constructed in accordance with any Development Consent granted by Council.	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 2 or such later time as is agreed by Council.	\$171,318.00
13. Park Road	Citywide Recreation and Open Space	Half width road construction of the following roads adjoining the Local Park		
		a) Northview Street	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 1 or such later time as is agreed by Council.	\$145,500.00
		b) Parkview Cres East	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 2.	\$70,000.00
		c) Parkview Cres West	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 4.	\$70,000.00

Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



14. Open Space – Drainage Reserve 2	Citywide Cultural Facilities	Embellishment of open space at the location shown on the Works Location Map including construction of pathway connection that improve the overall connectivity of the Development. The design and scope of the works is to be as agreed with Council.	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 4.	\$50,000.00
15. Trunk Cycleway	Gillieston Heights Cycleways	Construction of 160 metres of the Gillieston to Maitland trunk cycleway at the location shown on Works Location Map.	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 3.	\$24,000.00
16. Roads and Traffic	Citywide Road and Traffic Facilities and Gillieston Heights Roadworks	Construction of traffic management works at the intersection of Gillieston Road and Cessnock Road in accordance with the Stage 2 Consent.	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 3.	\$1,416,875.00
17. Roads and Traffic	Citywide Road and Traffic Facilities and Gillieston Heights Roadworks	Construction of traffic management works in the following locations including upgrading of Ryans Road and Gillieston Road in accordance with the Stage 1 Consent and the Stage 2 Consent:		
		a) Ryans Road	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 1.	\$693,285.00
		b) Gillieston Road East	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 2.	\$472,091.00

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Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



		c) Gillieston Road West	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 3.	\$88,034.00
18. Public Art	Citywide Cultural Facilities	Provision of public art, the scope and location of which is to be agreed with Council.	Prior to the issuing of the first Subdivision Certificate that creates a Residential Lot in Stage 2 or such later time as is agreed by Council.	\$52,960.00

Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



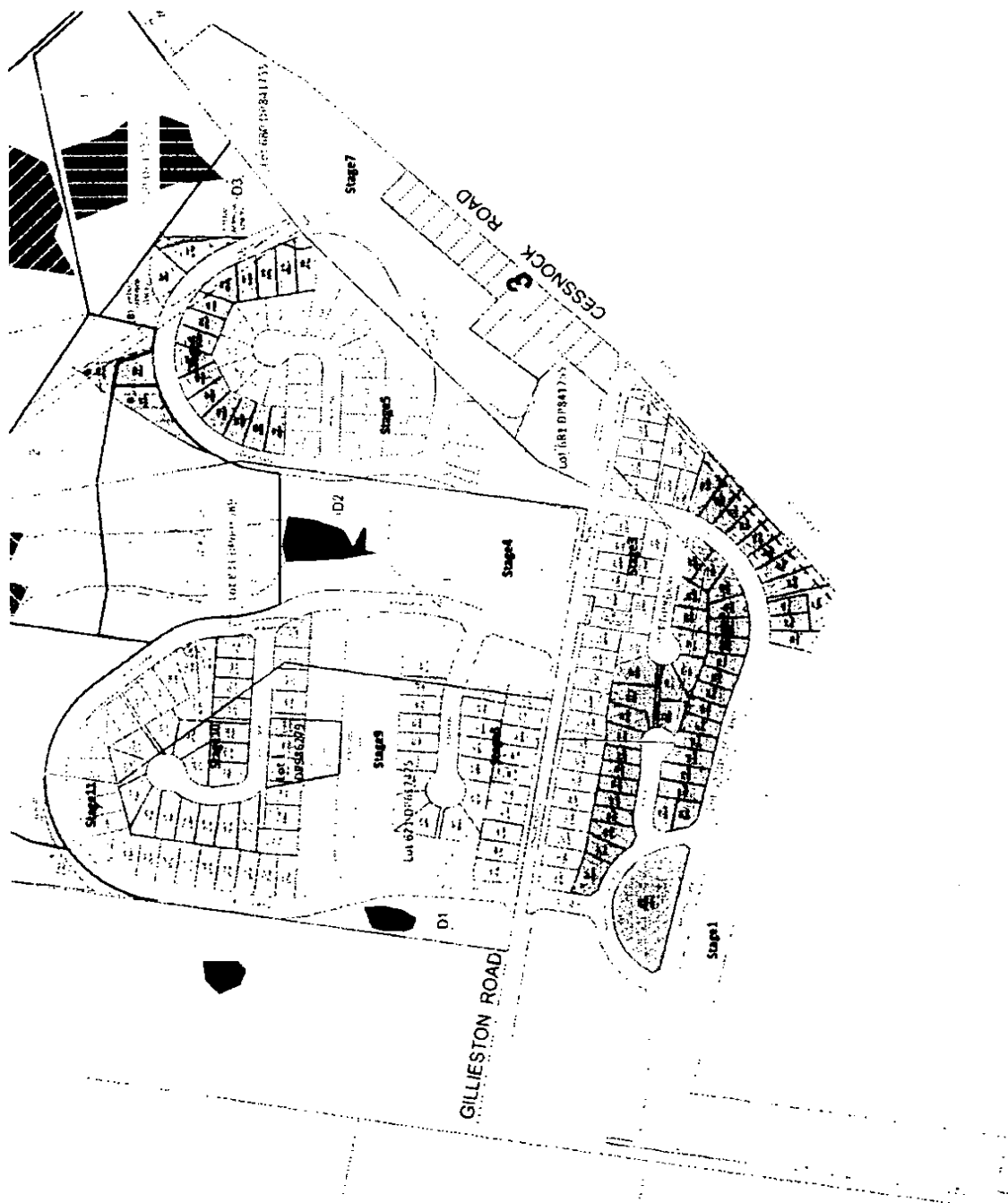
Schedule 2

(Clause 1.1)

Map

The Map is on the next page

Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited

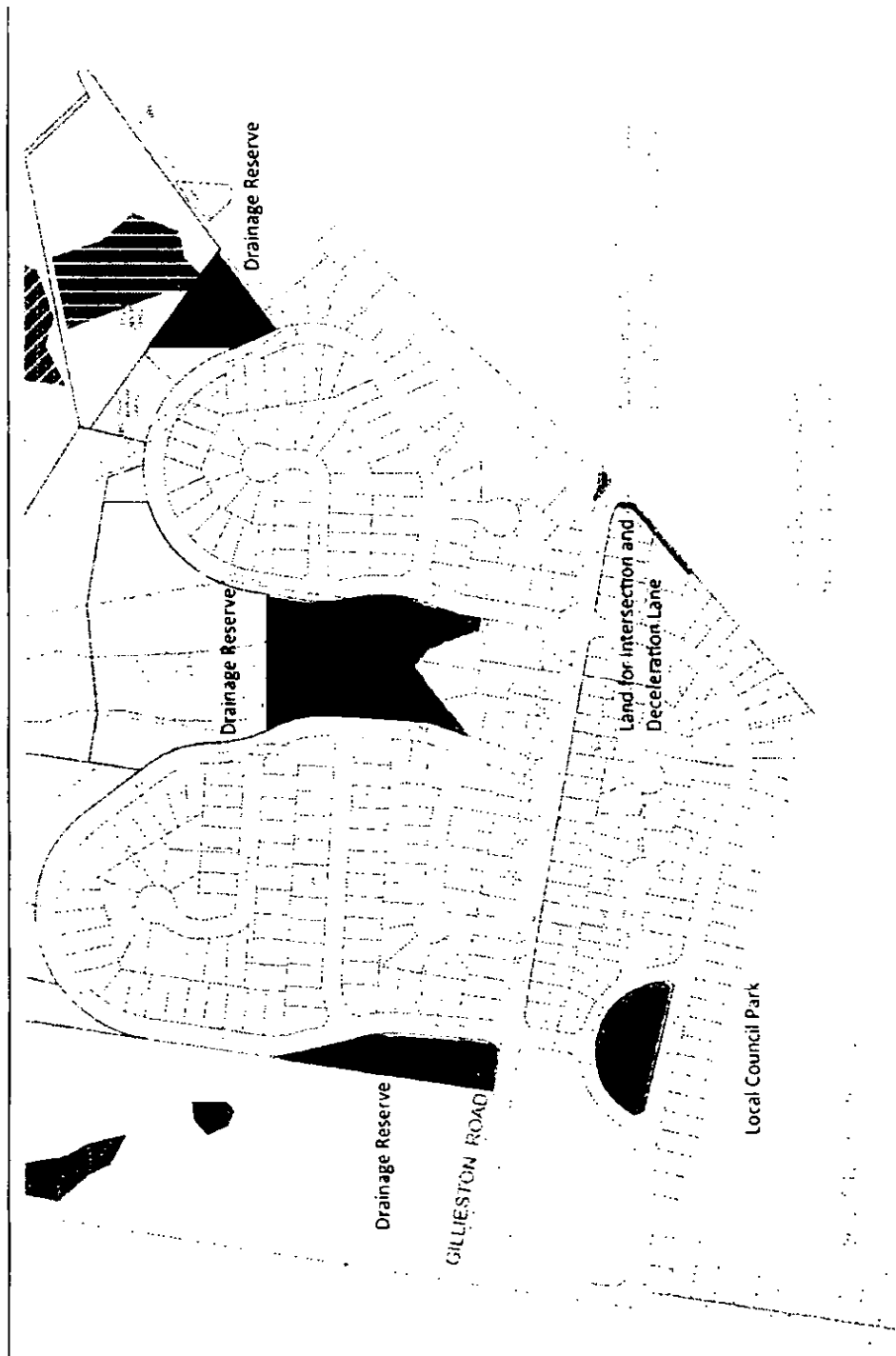


Schedule 3
(Clause 1.1)

Works Location Map

The Works Location Map is on the next page

Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



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Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



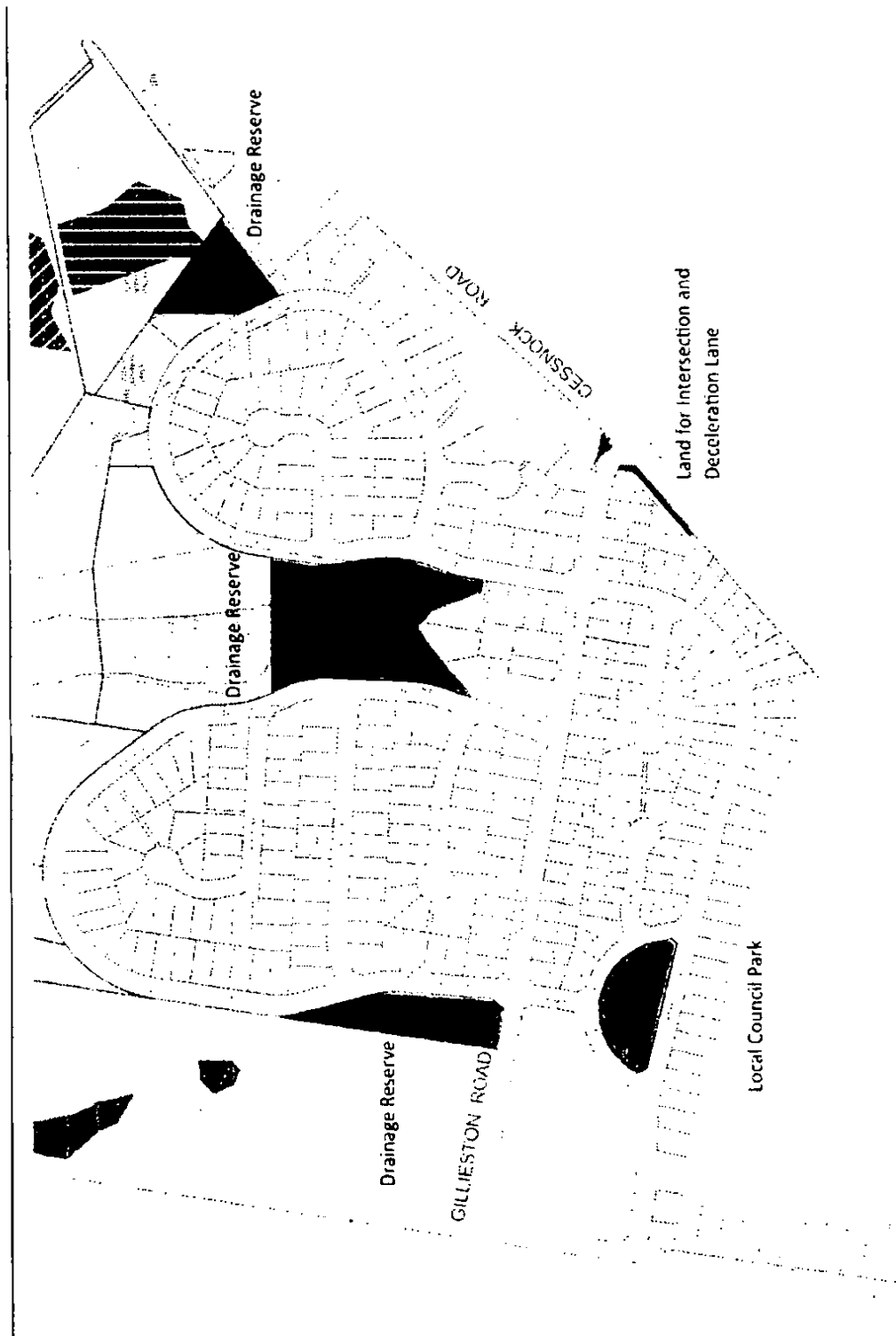
Schedule 4
(Clause 1.1)

Dedication Land Location Plan

The Dedication Land Location Plan is on the next page

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Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



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Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



Execution


Executed as an Agreement

Dated:

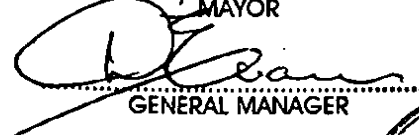
Executed on behalf of the Council

THE COMMON SEAL OF THE COUNCIL OF
THE CITY OF MAITLAND WAS HEREUNTO AFFIXED
THIS 14 day of December 2011
IN PURSUANCE OF A RESOLUTION OF COUNCIL
DATED THE 27 day of November 2011

Mayor

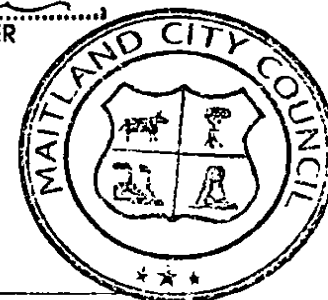


MAYOR

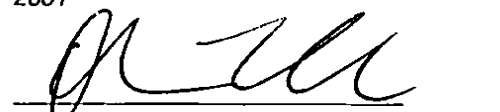


GENERAL MANAGER


General Manager



Executed by the Developer in accordance with s127(1) of the Corporations Act (Cth)
2001



Name/Position **OLIVER YORK**
DIRECTOR



Name/Position **MICHAEL YORK**
DIRECTOR

Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



Appendix

(Clause 41)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

Draft Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Parties

Maitland City Council ABN 11 596 310 805 of 285 – 287 High Street, Maitland New South Wales 2320 (**Council**)

York and Company Pty Limited ACN 124 488 973 of Level 1, 285 Hunter Street, Newcastle NSW 2300 (**Developer**)

Description of the Land to which the Draft Planning Agreement Applies

Lot 52 DP 1162489, Lot 4 DP868890, Part Lot 10 DP1034951, Part Lot 680 DP841755, Lot 681 DP841755, Part Lot 831 DP608589, Part Lot 621 DP617425 and Lot 1 DP986279.

Description of Proposed Development

Subdivision of the Land into 335 Residential Lots.

Summary of Objectives, Nature and Effect of the Draft Planning Agreement

Objectives of Draft Planning Agreement

Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



The objective of the Draft Planning Agreement is to provide suitable funding for the provision of infrastructure, facilities and services to meet the Development, and provision of infrastructure, facilities and services to meet the Development.

Nature of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under s93F of the *Environmental Planning and Assessment Act 1979 (Act)*. The Draft Planning Agreement is a voluntary agreement under which Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) are made by the Developer for various public purposes (as defined in s93F(3) of the Act).

Effect of the Draft Planning Agreement

The Draft Planning Agreement:

- relates to the carrying out by the Developer of development on the Land
- excludes the application of s94 and s94A to the Development,
- requires monetary Development Contributions to be paid, which may be reduced by the value of works carried out and land dedicated,
- requires the carrying out of specified Works including construction of a local park, embellishment of open space, construction of a trunk cycleway and various traffic management works, by the Developer,
- requires the Council to apply monetary Development Contributions made under the agreement towards the specified purpose for which they were made,
- imposes obligations on the Developer in relation to the carrying out of Works, the completion of those Works and the rectification of defects in those Works.
- is to be registered on the title to the Land,
- imposes restrictions on the Parties transferring the Land or part of the Land or assigning an interest under the agreement,
- provides two dispute resolution methods for a dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and
- provides that the A New Tax System (Goods and Services Tax) Act 1999 (Cth) applies to the agreement.

Whether the Draft Planning Agreement specifies that certain requirements must be complied with before issuing of a construction certificate, occupation certificate or subdivision certificate

Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited



This Draft Planning agreement contains requirements that must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued, being:

- payment of monetary Development Contributions
- completion of works
- dedication of land

Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

The Draft Planning Agreement:

- promotes and co-ordinates of the orderly and economic use and development of the Land to which the agreement applies,
- provides and co-ordinates community services and facilities in connection with the Development, and
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development.

How the Draft Planning Agreement Promotes the Public Interest

The draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s5(a)(ii)-(v) and 5(c) of the Act.

For Planning Authorities:

Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities

N/A

Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted

N/A

Councils – How the Draft Planning Agreement Promotes the Elements of the Council's Charter

The draft Planning Agreement promotes the following elements of Council's Charter:

- to provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for

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Hunter Rise Estate Planning Agreement
Maitland City Council
York and Company Pty Limited






the community and to ensure that those services and facilities are managed efficiently and effectively

- to promote and to provide and plan for the needs of children
- to properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development
- to bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible
- to exercise its functions in a manner that is consistent with and promotes social justice principles of equity, access, participation and rights
- to keep the local community and the State government (and through it, the wider community) informed about its activities

All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program

The Works in the draft Planning Agreement do not form part of the Council's capital works program. The Works are additional facilities which will be provided to meet the demands generated by development.


KARINA ANITA MARCHANT
CAVATORS' SOLICITOR


OLIVER YORK
DIRECTOR

MAXIMILIAN YORK
DIRECTOR

Form: Annexure (NOS)
Release: 1.0

Annexure
Notice of Sale ID
Real Property Act 1900

This is annexure "B"
to Request
dated 17 May 2012
between YORK AND COMPANY PTY LIMITED
and

The applicant's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under
eNOS ID No. 317514

Signature:



Full name: Kenneth Albert Baker

/ not required



Land & Property Management Authority

The eNOS information displayed is as supplied to LPMA/LPI by the online creator of the product and is for the requested eNOS ID number supplied on the date and time printed thereon.

Summary eNOS Report

eNOS ID: 317514

Email Address: OBRIENSOLICITORS@WESTNET.COM.AU

Title Reference: 100/1172940

Status Date/Time: 7/09/2012 1:27:15 PM

eNOS Status: COMPLETE

Property Details

Property Description: 45

Street Name: GILLIESTON RD

Suburb: GILLIESTON HEIGHTS Postcode: 2321

Area:

Property Type: Tenant Type:

Name and Address for Service of Notices

Address same as Property Address: N Owner/Agent: OWNER

Name: YORK AND COMPANY PTY LIMITED

Address: PO BOX 202

Suburb: EAST MAITLAND

Country: Postcode: 2323

Transaction Details

Category: OTHER Purchase Price: \$

Contract Date: Settlement Date:

Other Items Included: Other Land Included:

Acquisition Date: 17/05/2012 Acquisition Type: OTHER

Transfer of Shares:

Agent Details

Name: KENNETH ALBERT BAKER

Address:

Suburb: Postcode:

DX Number: 21609 DX Exchange: MAITLAND

Phone: 0249334277

Reference: YORK & COMPANY

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

**SECTION 88B
INSTRUMENT**

(Page 1 of 8)

PLAN: **DP1172940**

Subdivision of Lot 52 in DP 1162489,
covered by Subdivision
Certificate No. 100582

FULL NAME AND ADDRESS OF
known as PROPRIETOR OF LAND

York and Company Pty Limited formerly
Joolmibi Pty Limited ACN 124 488 973
Level 1, 285 Hunter Street, Newcastle NSW
2300

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identify of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restrictions as to User	103 - 140 inclusive Except lot 118	Every other Lot
2	Restrictions as to User	103- 140 Inclusive	Every other Lot
3	Restrictions as to User	101 – 118 inclusive	Maitland Council
4	Restrictions as to User	101 – 140 inclusive	Maitland Council
5	Easement for Electricity and other Purposes 3.3 wide	100	Ausgrid ABN 67 505 337 385
6	Easement for Drainage of Water 1.5 wide	101 126 100	1/817693 1/817693 Maitland Council

PART 2 (TERMS)

1. **Terms of Easement, profit a prendre, restriction or positive covenant firstly referred to in the plan.**
 - (a) No more than one main building shall be erected or permitted to remain erected on any Lot burdened and no such building shall be used otherwise than a single private dwelling house, provided that this shall not prevent any corner Lot being used for dual occupancy buildings as may be approved by Maitland City Council.
 - (b) No main building erected or permitted to remain on any of the Lots shall have a minimum living area including any attached garage or carport under the main roof of less than 190 square metres provided however that in buildings erected on any corner Lot, no such dwelling shall have an area of less than 180 square metres without the prior written consent of York and Company Pty Limited formerly known as Joolmibi Pty Ltd.
 - (c) Where dual occupancy buildings are permitted, any such buildings must be detached from one another, under separate roof lines and no such buildings shall be erected without the prior written consent of York and Company Pty Limited formerly known as Joolmibi Pty Ltd.

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

(Page 2 of 8)

PLAN: **DP1172940**

Subdivision of Lot 52 in DP 1162489,
covered by Subdivision
Certificate No. 100582

**2. Terms of Easement, profit a prendre, restriction or positive covenant secondly
referred to in the plan.**

- (a) No building shall be erected or permitted to remain erected on any lot burdened unless totally constructed (at the time of its erected on the lot) of new materials.
- (b) No main building shall be erected on any Lot burdened with external walls or wall of materials which shall comprise less than 90% brick, masonry or stone or any combination thereof without written consent from York and Company Pty Limited formerly known as Joolmibi Pty Ltd.
- (c) No garage or outbuilding shall be erected or permitted to remain on Lot burdened except until after or concurrently with the erection of any such main building.
- (d) No building to be erected on any lot burdened shall be roofed with material other than tile or other non-reflective material in any of the colours approved by York and Company Pty Limited formerly known as Joolmibi Pty Ltd.
- (e) No building to be erected on any Lot burdened shall have a roof pitch of less than 20 degrees or greater than 45 degrees to the horizontal without written consent from York and Company Pty Limited formerly known as Joolmibi Pty Ltd.
- (f) No building to be erected on any lot burdened shall be constructed of materials of any colour other than neutral colours and no building shall be erected in materials which are fluorescent or black in colour.
- (g) No driveway on any lot burdened shall be permitted to remain unless consisting of plain, stencilled or coloured concrete provided however that any such colour shall be of neutral tones matching or similar in colour to that of the main building or otherwise a colour approved by York and Company Pty Limited formerly known as Joolmibi Pty Ltd provided that the colour black or near black shall not be used.
- (h) No shed on any lot burdened shall be larger than 60 square metres and any such shed must be located in the rear yard and constructed of non-reflective materials which must be painted in colours approved by York and Company Pty Limited formerly known as Joolmibi Pty Ltd provided however that this shall not prevent the erection of a shed constructed of materials coated by a colourbond process or similar.
- (i) No main building shall be erected on any lot burdened unless including the erection of a minimum double lockup garage provided however that, if so approved by York and Company Pty Limited formerly known as Joolmibi Pty Ltd, single lock up garages may be erected on lots on which dualoccupancy buildings are permitted and erected.
- (j) No carport shall be erected on any lot burdened unless located behind the front wall of the main building.

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

(Page 3 of 8)

PLAN: **DP1172940**

Subdivision of Lot 52 in DP 1162489,
covered by Subdivision
Certificate No. 100582

- (k) No structure of a temporary character, tent, shack, garage, trailer, camper caravan, lawn locker, mobile home or any outbuilding shall be used at any time as a dwelling on any lot burdened.
- (l) No factory manufactured homes, mobile homes, demountable homes, shipping containers or other dwellings manufactured or previously situated elsewhere shall be placed on or permitted to remain on any lot burdened.
- (m) Within ninety (90) days from the date of construction completion the front yard must be landscaped and at least one tree with a minimum height of one metre planted and a diameter of 0.5 meter in the front yard and to the satisfaction of York and Company Pty Limited formerly known as Joolmibi Pty Ltd.
- (n) Subject to paragraph (q) of this instrument, no dividing fences shall be erected on any lot burdened unless 1.8 metres in height and constructed of lapped and capped timber, or other material approved by York and Company Pty Limited formerly known as Joolmibi Pty Ltd, including stone, brick or wrought iron but not including colourbond, chain link, cyclone or chicken wire or other metal materials. Gates or structures must be erected on either side on the main building in such a way that the rear yard is not visible from any public road and/or place.
- (o) No front fence and any fences that front Northview Street, Gillieston Road or Ryan's Road shall be erected on any lot burdened unless such fence is not more than 1.2 metres in height and constructed of painted timber pickets, stone, brick or masonry or other material approved by York and Company Pty Limited formerly known as Joolmibi Pty Limited but not including, colourbond, chain link, cyclone or chicken wire or other metal materials.
- (p) No retaining wall shall be constructed on any lot burdened unless such retaining walls within the area from the front building alignment of the main building to the street frontage are built of brick, stone masonry of similar colour to the main building.
- (q) No dividing fence shall be erected along the boundary of any lot burdened which extends from the building alignment of the main building to the street frontage unless such fence is not more than 1.2 metres in height and constructed of painted timber pickets, stone, brick or masonry or other material approved by York and Company Pty Limited formerly known as Joolmibi Pty Ltd but not including, colourbond, chain link, cyclone or chicken wire or other metal materials.
- (r) That for the benefit of any adjoining land owned by the transferor but only during the ownership therein by the transferor its successors and assigns other than purchasers of sale, no fences shall be erected on any lot to divide the same from such adjoining land without the consent of the transferor but such consent shall not be withheld if such fence is erected without expense to the registered proprietor and in favour of any person dealing with the transferee such consent shall be deemed to have been given respect of every such fence for the time being erected.
- (s) No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.

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

(Page 4 of 8)

PLAN: **DP1172940**

Subdivision of Lot 52 in DP 1162489,
covered by Subdivision
Certificate No. **100582**

- (t) Noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall not be conducted or carried out on any lot burdened.
- (u) No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
- (v) No advertisement hoarding sign or matter of any description shall be erected or displaced on any lot burdened without the prior written consent of York and Company Pty Limited formerly known as Joolmibi Pty Ltd having been given to the registered proprietor for the time being of the lot burdened which approval may be given or withheld at the absolute discretion of York and Company Pty Limited formerly known as Joolmibi Pty Ltd but nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one sign on the lot burdened advertising the fact that the lot burdened is for sale if:
 - (i) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
 - (ii) any such sign is painted and/or decorated in its entirety by a professional signwriter.
- (w) No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a dwelling on the relevant lot burdened.
- (x) No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place but nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any such surrounding public roads and/or places.
- (y) No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
 - (i) Not visible from any public road and/or place; or
 - (ii) is screened from any public road and/or place in a manner approved by York and Company Pty Limited formerly known as Joolmibi Pty Ltd
- (z) No radio masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.
- (aa) No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened, or appropriately screened such that it is not visible from any public road or place.
- (ab) No hot water systems and/or water tanks shall be erected or permitted to remain on the lot burdened unless they are placed at or near the rear of the main building and if visible from any public road or place the hot water system and/or water tanks are to be screened with materials approved by York and Company Pty Limited formerly known as Joolmini Pty Ltd

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

(Page 5 of 8)

PLAN: **DP1172940**

Subdivision of Lot 52 in DP 1162489,
covered by Subdivision
Certificate No. 100582

**3. Terms of Easement, profit a prendre, restriction or positive covenant numbered thirdly
in the plan.**

No lot burdened shall remove or alter the On-site Detention System erected upon its respective lot.

**4. Terms of Easement, profit a prendre, restriction or positive covenant numbered fourthly
in the plan**

No part of any building erected within 150 metres of the Doppler VHF Omni-Directional Range (DVOR) vector shall protrude above RL 42 m AHD and any landscaping of lots within 150 metres of the DVOR vector shall be maintained below RL 42 m AHD.

5. Terms of Easement for electricity and other purposes numbered fifthly in the plan

An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

**Name of person empowered to release, vary or modify restriction or positive covenant
numbered 1 and 2 in the Plan.**

(a) York and Company Pty Limited formerly known as Joolmibi Pty Limited its successors in title or assigns for such time as it remains the registered proprietor of any lot or lots in the said plan and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in any lots in the plan (other than public areas) having a common boundary with the lot burdened OR a period of 10 (ten) years from the date of registration of this plan whichever is the later PROVIDED that any release variation or modification shall, if approved, be effected in all respects at the cost and expense of the person or persons requested the release, variation or modification.

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

(Page 6 of 8)

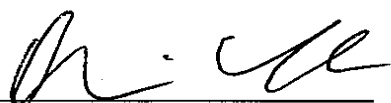
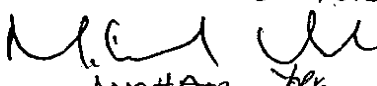
PLAN: **DP1172940**


Subdivision of Lot 52 in DP 1162489,
covered by Subdivision
Certificate No. 100582

Name of person empowered to release, vary or modify restriction or positive covenant numbered 3, 4, and 6 in the Plan.

Maitland Council

EXECUTED BY
THE COMMON SEAL of YORK AND COMPANY
PTY LIMITED ACN 124 488 973 formerly known
as Joolmibi Pty Ltd Was
hereunto affixed by Authority of the
Board of Directors.


Director **OLIVER YORK**

Secretary **DIRECTOR**


Authorised Signature
Maitland City Council


Authorised Signature
National Australia Bank

Mortgagee under Mortgage No. AE922663
Signed at **MAITLAND** this **7TH** day of
FEBRUARY 20**12** for National
Australia Bank Limited ABN 12 004 044 937
by **JARRAD ALLAN HUGO**
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


Level 2 Attorney

Witness/Bank Officer


JAKOB GRAY
ASSOCIATE


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

(Page 7 of 8)

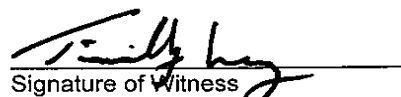
PLAN: **DP1172940**

Subdivision of Lot 52 in DP 1162489,
covered by Subdivision
Certificate No. 100582

SIGNED in my presence by
Ross Barry Thornton as Caveator
who is personally known to me



Ross Barry Thornton



Signature of Witness

T. R. LONG

Name of witness

33 HERBERT ST

MANLY NSW 2095

Address of witness

SIGNED in my presence by
Cecily Mary Thornton as Caveator
who is personally known to me



Cecily Mary Thornton



Signature of Witness

Julie Long

Name of witness

33 Herbert St

MANLY NSW 2095

Address of witness **Australia**

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

(Page 8 of 8)

PLAN: **DP1172940**

Subdivision of Lot 52 in DP 1162489,
covered by Subdivision
Certificate No. 100582

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:

.....
Attorney

.....
Witness

.....
Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

.....
Address of Witness

REGISTERED



22.2.2012

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

**SECTION 88B
INSTRUMENT**

(Sheet 1 of 3 Sheets)

Plan: **DP1162489**

Plan of Subdivision of Lot 1 DP 797922
and Lot 5 DP 868890 covered by
Subdivision Certificate No **102640**
of **18.1.11**

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

Joolmibi Pty Limited
(ABN 53 124 488 973)
PO Box 202
EAST MAITLAND NSW 2323

Minister of Education and Training
35 BRIDGE ST
SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), roads(s), bodies or Prescribed Authorities:
1	Easement to Drain Water variable width	51 and 52	Maitland City Council

PART 2 (Terms)

**Terms of easement, profit a prendre, restriction, or positive covenant
numbered 1 in the plan.**

1. The terms of easement to drain water pursuant to Schedule 4A Part 3 of the Conveyancing Act 1919 shall apply provided that the Prescribed Authority having power to release the easement acknowledges that:

- (a) The said easement is required pursuant to conditions of Maitland City Council approval of development application no. DA 10-2640 ~~in relation to Lot 5 in DP 869980~~ and the easement must be released by the Authority upon satisfaction of the relevant conditions.

(Sheet 2 of 3 Sheets)

Plan: **DP1162489**

Plan of Subdivision of Lot 1 DP 797922
and Lot 5 DP 868890 covered by
Subdivision Certificate No **102 640**
of **18.1.11**

Executed by JOOLMIBI PTY LIMITED
(ABN 53 124 488 973) pursuant to
Sec 127 of the Corporations Act 2001
by its directors:


.....

Signature of authorised person

OLIVER YORK
.....

Name of authorised person

DIRECTOR
.....

Office held


.....

Signature of authorised person

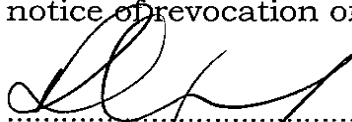
MAXIMILIAN YOON
.....

Name of authorised person

DIRECTOR
.....

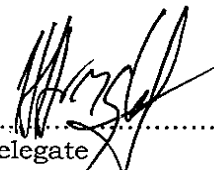
Office held

A/DC Signed by me, **Hugo ARAUJO** (name)
FRANKIE WILKINSON (position) as delegate of the
Minister for Education and Training
pursuant to Section 125 of the Education
Act 1990 and I hereby certify that I have no
notice of revocation of such delegation :

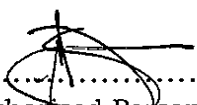

.....

Witness

D. Thurling


.....
delegate

Signed on behalf of Maitland City
Council by its Authorised Person


.....
Authorised Person

(Sheet 3 of 3 Sheets)

Plan: DP1162489

Plan of Subdivision of Lot 1 DP 797922
and Lot 5 DP 868890 covered by
Subdivision Certificate No 102640
of 18.1.11

Mortgagee under Mortgage No. AE922663

Signed at ~~MAITLAND~~ this ~~TWENTY SECOND~~ day of
~~FEBRUARY~~ 20-11 for National
Australia Bank Limited ABN 12 004 044 937
by ~~JARROD ALLAN HUGG~~
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

.....
Level 2 Attorney

.....
Witness/Bank Officer

REGISTERED



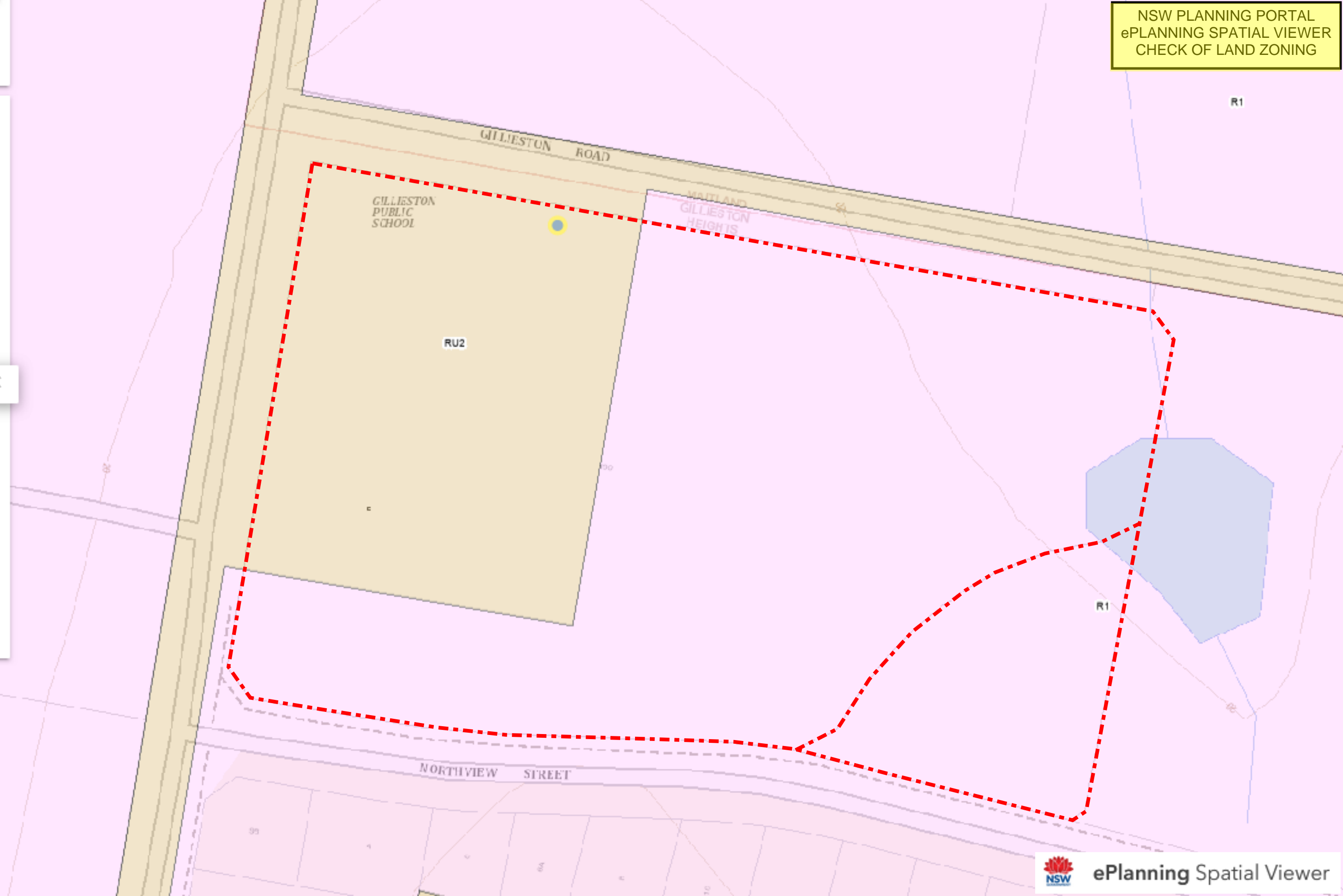
23.3.2011

APPENDIX F

SKETCHES OF LAND ZONING AND CROWN LAND STATUS FROM ePLANNING SPATIAL VIEWER

Layers Legends

- R1 - General Residential
- R2 - Low Density Residential
- R3 - Medium Density Residential
- R4 High Density Residential
- R5 - Large Lot Residential
- RE1 - Public Recreation
- RE2 - Private Recreation
- REC - Recreation
- REZ - Regional Enterprise Zone
- RO - Regional Open Space
- RP - Regional Park
- RU1 - Primary Production
- RU2 - Rural Landscape
- RU3 - Forestry
- RU4 - Primary Production Small Lots



Point Of Interest (POI)
GILLIESTON PUBLIC SCHOOL (PRIMARY SCHOOL)



Layers



Legends

ePlanning Layers - Mapservice 1

Crown Land

Crown Land



Crown Enclosure Permit



Crown Licences



Crown Leases



Crown Reserves



CROWN ROAD

CROWN ROAD

PUBLIC ROAD

PUBLIC ROAD

PUBLIC ROAD

NORTHVIEW STREET



APPENDIX G

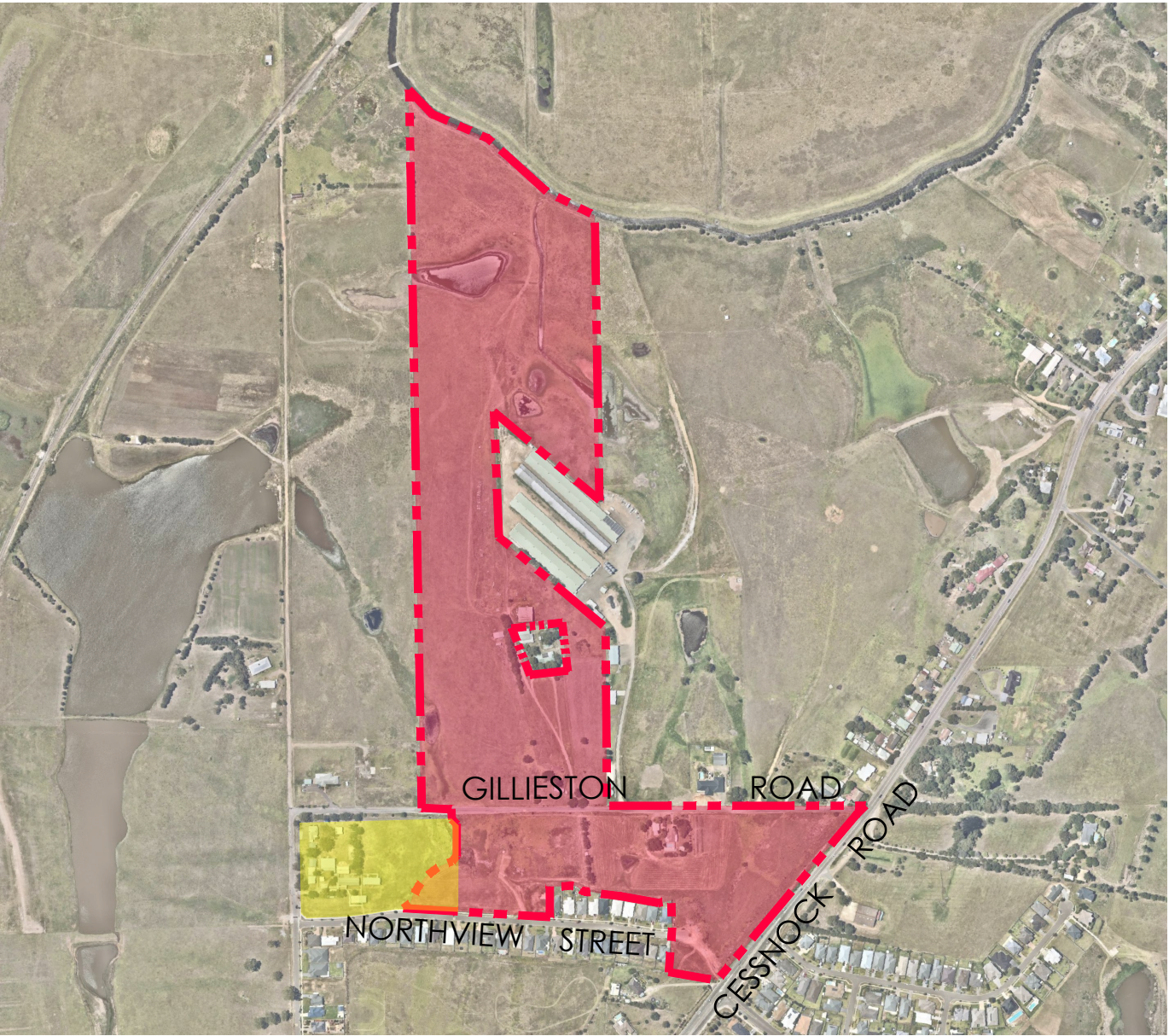
DA/2019/278 – Plans of Proposed Adjoining Development

DEVELOPMENT APPLICATION

'PROPOSED SUBDIVISION'

GILLIESTON ROAD GILLIESTON HEIGHTS

LOT 213 D.P.1186997 , LOT 4 D.P. 868890, LOT 1 D.P.986279 & LOTS 2020 & 2021 D.P. 1240320



INDEX OF DRAWINGS

DRAWING No.	TITLE NAME
190509-DA-001	COVER SHEET & INDEX OF DRAWINGS
190509-DA-002	OVERALL SITE PLAN
190509-DA-003	OVERALL STAGING PLAN
190509-DA-004	STAGING PLAN SHEET 1
190509-DA-005	STAGING PLAN SHEET 2
190509-DA-006	STAGING PLAN SHEET 3
190509-DA-007	ZONING PLAN
190509-DA-008	OVERALL MASTER PLAN
190509-DA-009	DETAIL PLAN SHEET 1
190509-DA-010	DETAIL PLAN SHEET 2
190509-DA-011	DETAIL PLAN SHEET 3
190509-DA-012	DETAIL PLAN SHEET 4
190509-DA-013	DETAIL PLAN SHEET 5
190509-DA-014	DETAIL PLAN SHEET 6

COVER SHEET & INDEX OF DRAWINGS

location: GILLIESTON ROAD, GILLIESTON HEIGHTS

council: MAITLAND

dwg ref: 190543-DA-001



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hunter office ph: (02) 4978 5100
sydney office ph: (02) 8046 7411

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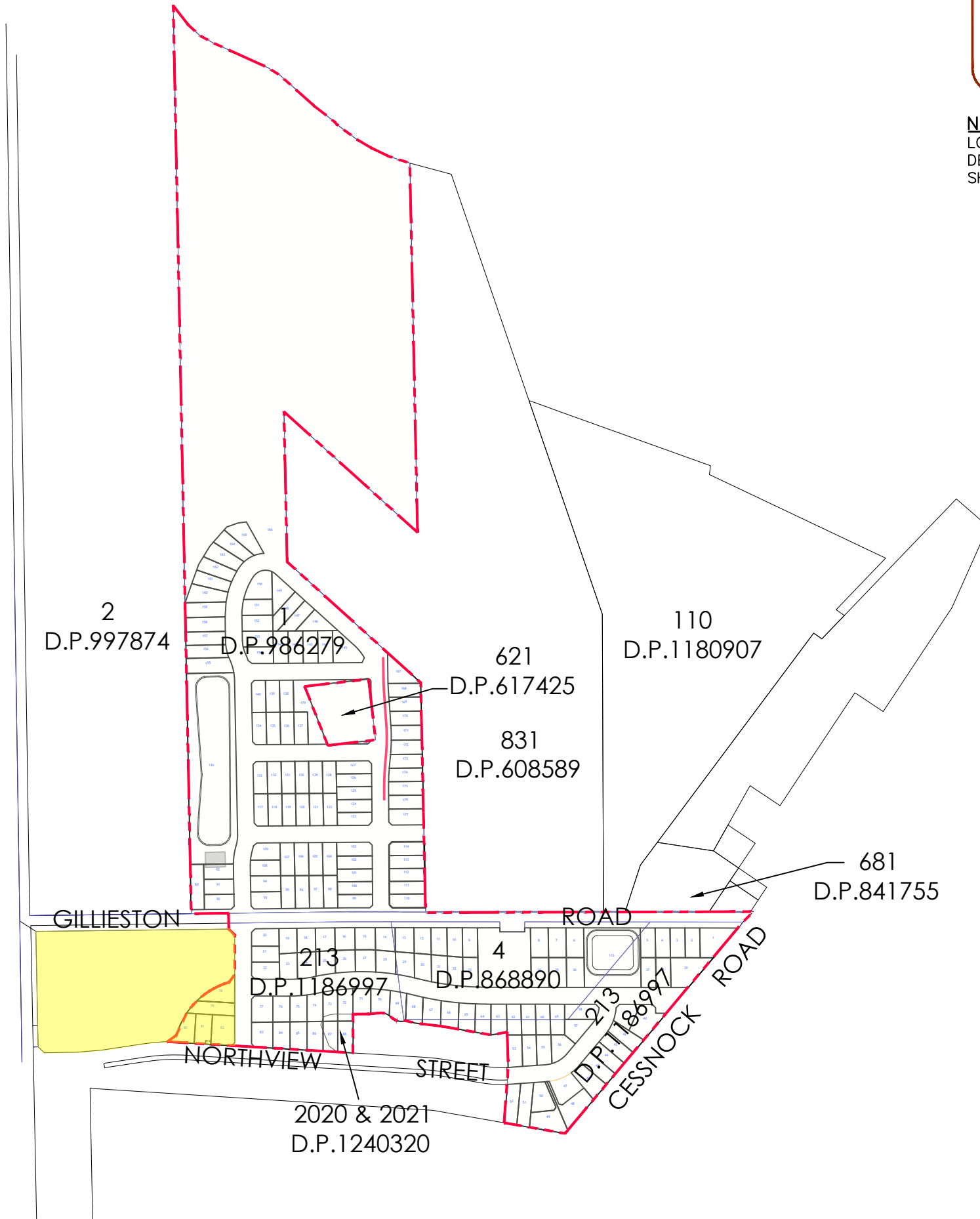
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LEGEND

- PROPOSED SITE BOUNDARY
- PROPOSED LOT BOUNDARY
- EXISTING BOUNDARY

NOTE:
LOT 621 D.P.617425 NOT INCLUDED IN
DEVELOPMENT APPLICATION PROPOSED LOTS
SHOWN FOR PLANNING PURPOSES ONLY.



drawing title:

OVERALL SITE PLAN

location: GILLIESTON ROAD, GILLIESTON HEIGHTS

council: MAITLAND

dwg ref: 190543-DA-002

client:

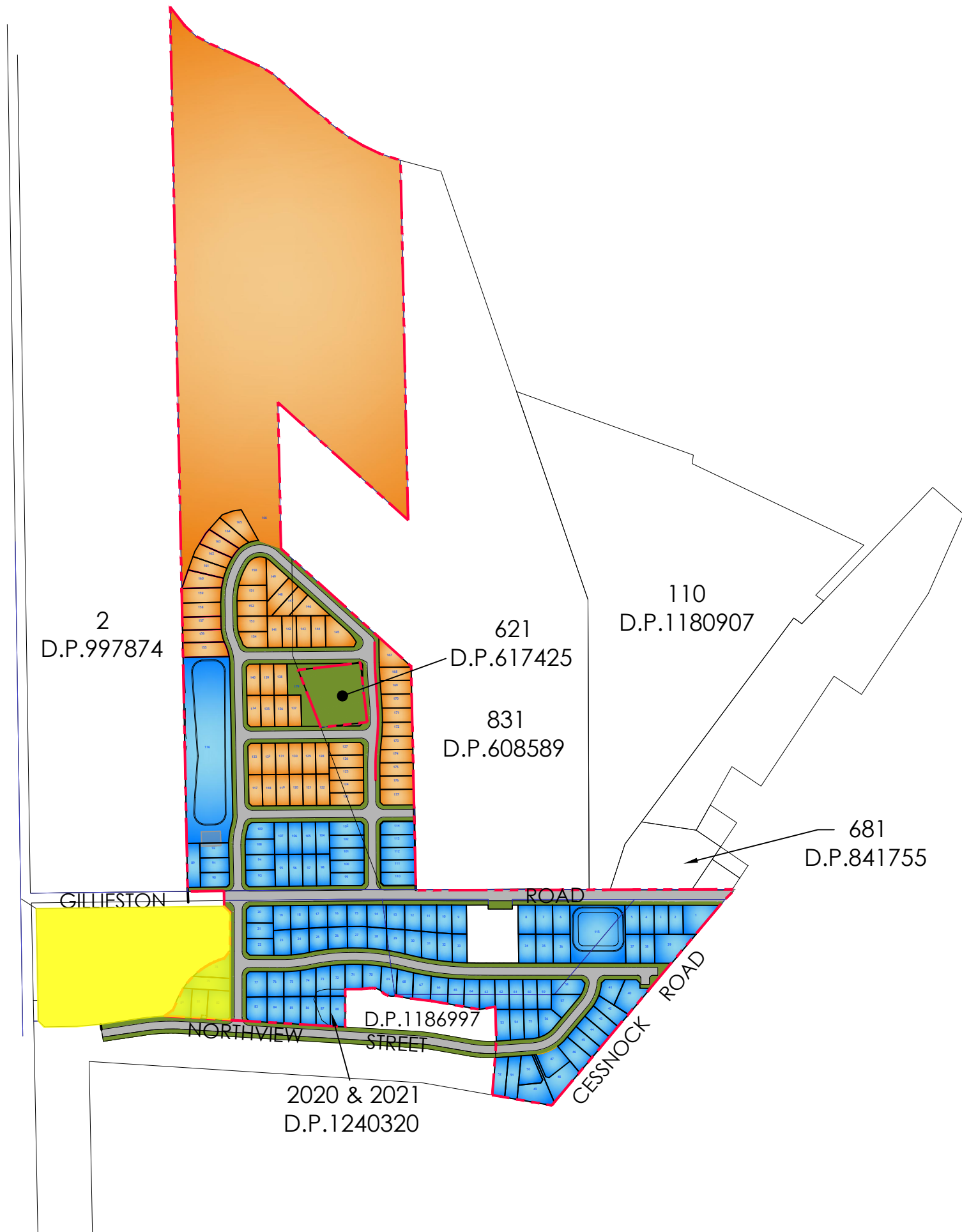


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ver.	date	comment	drawn	pm	level information	scale (A3 original size)	notes
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• project management • civil engineering • infrastructure • superintendency • economic analysis • social impact • town planning • surveying • development feasibility • visualisation • urban design



LEGEND

- PROPOSED SITE BOUNDARY
- PROPOSED LOT BOUNDARY
- EXISTING LOT BOUNDARY
- STAGE 1 - 116 LOTS
(114 RESIDENTIAL LOTS)
(2 DRAINAGE LOTS)
- STAGE 2 - 61 RESIDENTIAL LOTS

NOTE:
LOT 621 D.P.617425 NOT INCLUDED IN
DEVELOPMENT APPLICATION PROPOSED LOTS
SHOWN FOR PLANNING PURPOSES ONLY.

drawing title:

OVERALL STAGING PLAN

location: GILLIESTON
ROAD, GILLIESTON
HEIGHTS

council: MAITLAND

dwg ref: 190543-DA-003

client:



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ver.	date	comment	drawn	pm	level information	scale (A3 original size)	notes
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• project management • civil engineering • infrastructure • superintendency • economic analysis • social impact • town planning • surveying • development feasibility • visualisation • urban design



CONTINUES TO SHEET 2

LEGEND

PROPOSED SITE BOUNDARY

PROPOSED LOT BOUNDARYSTAGE 1 - 116 LOTS
(114 RESIDENTIAL LOTS)
(2 DRAINAGE LOTS)STAGE 2 - 61 RESIDENTIAL LOTS

drawing title:
STAGING PLAN
SHEET 1

location: GILLIESTON
ROAD, GILLIESTON
HEIGHTS

council: MAITLAND

dwg ref: 190543-DA-004

client:



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• project management • civil engineering • infrastructure • superintendency • economic analysis • social impact • town planning • surveying • development feasibility • visualisation • urban design



CONTINUES TO SHEET 3

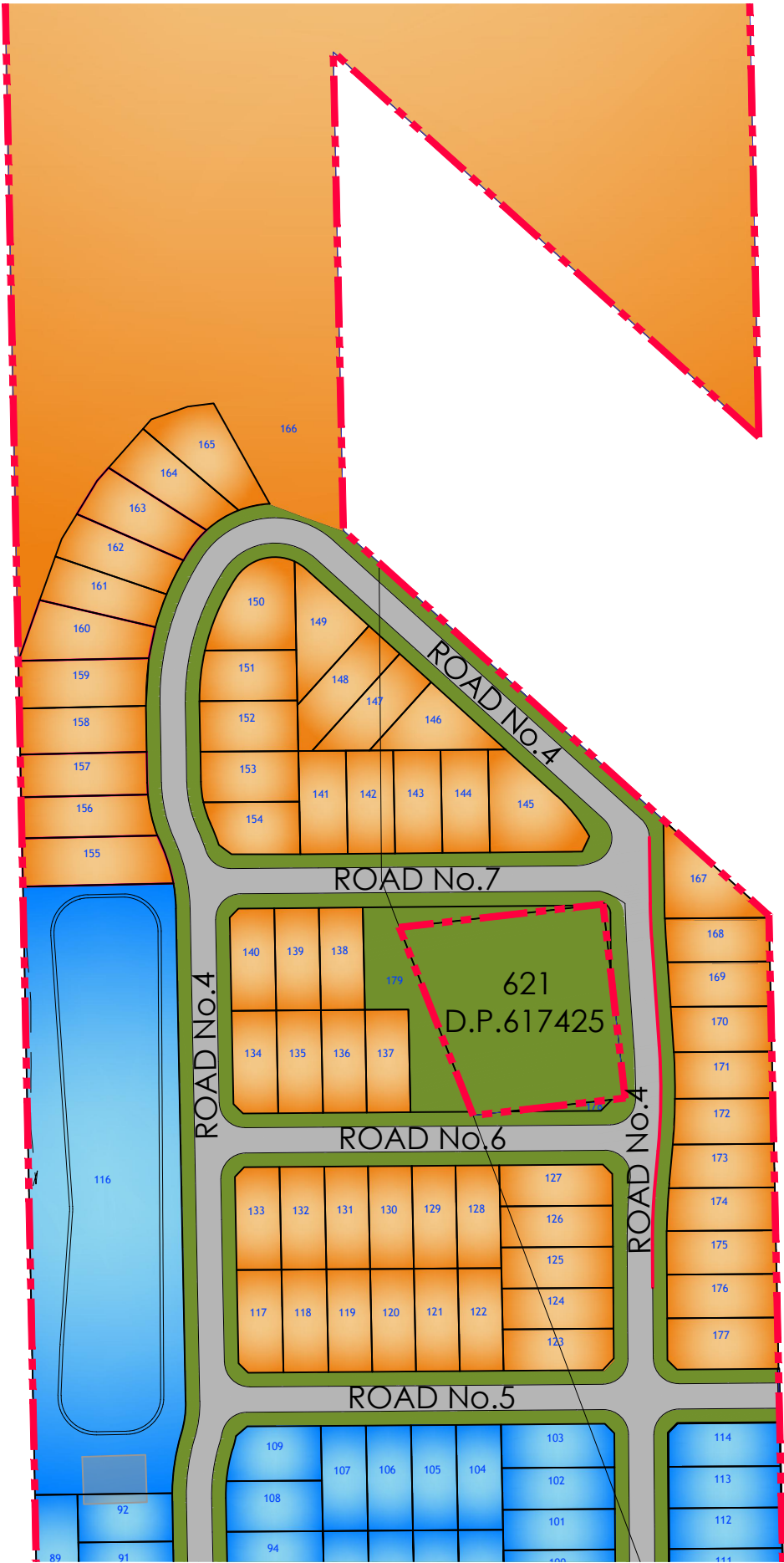
LEGEND

PROPOSED SITE BOUNDARY

PROPOSED LOT BOUNDARYSTAGE 1 - 116 LOTS
(114 RESIDENTIAL LOTS)
(2 DRAINAGE LOTS)STAGE 2 - 61 RESIDENTIAL LOTS

NOTE:
LOT 621 D.P.617425 NOT INCLUDED IN
DEVELOPMENT APPLICATION PROPOSED LOTS
SHOWN FOR PLANNING PURPOSES ONLY.

2
D.P.997874



831
D.P.608589

110
D.P.80907

drawing title:

STAGING PLAN
SHEET 2

location: GILLIESTON ROAD, GILLIESTON HEIGHTS

council: MAITLAND

dwg ref: 190543-DA-005

client:



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sydney office ph: (02) 8046 7411

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ver.	date	comment	drawn	pm	level information	scale (A3 original size)	notes
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CONTINUES TO SHEET 1



LEGEND

PROPOSED SITE BOUNDARY

PROPOSED LOT BOUNDARY

2
D.P.997874

831
D.P.608589

110
D.P.1180907

CONTINUES TO SHEET 2

drawing title:
STAGING PLAN
SHEET 3

location: GILLIESTON
ROAD,GILLIESTON
HEIGHTS

council: MAITLAND

dwg ref: 190543-DA-006

client:



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sydney office ph: (02) 8046 7411

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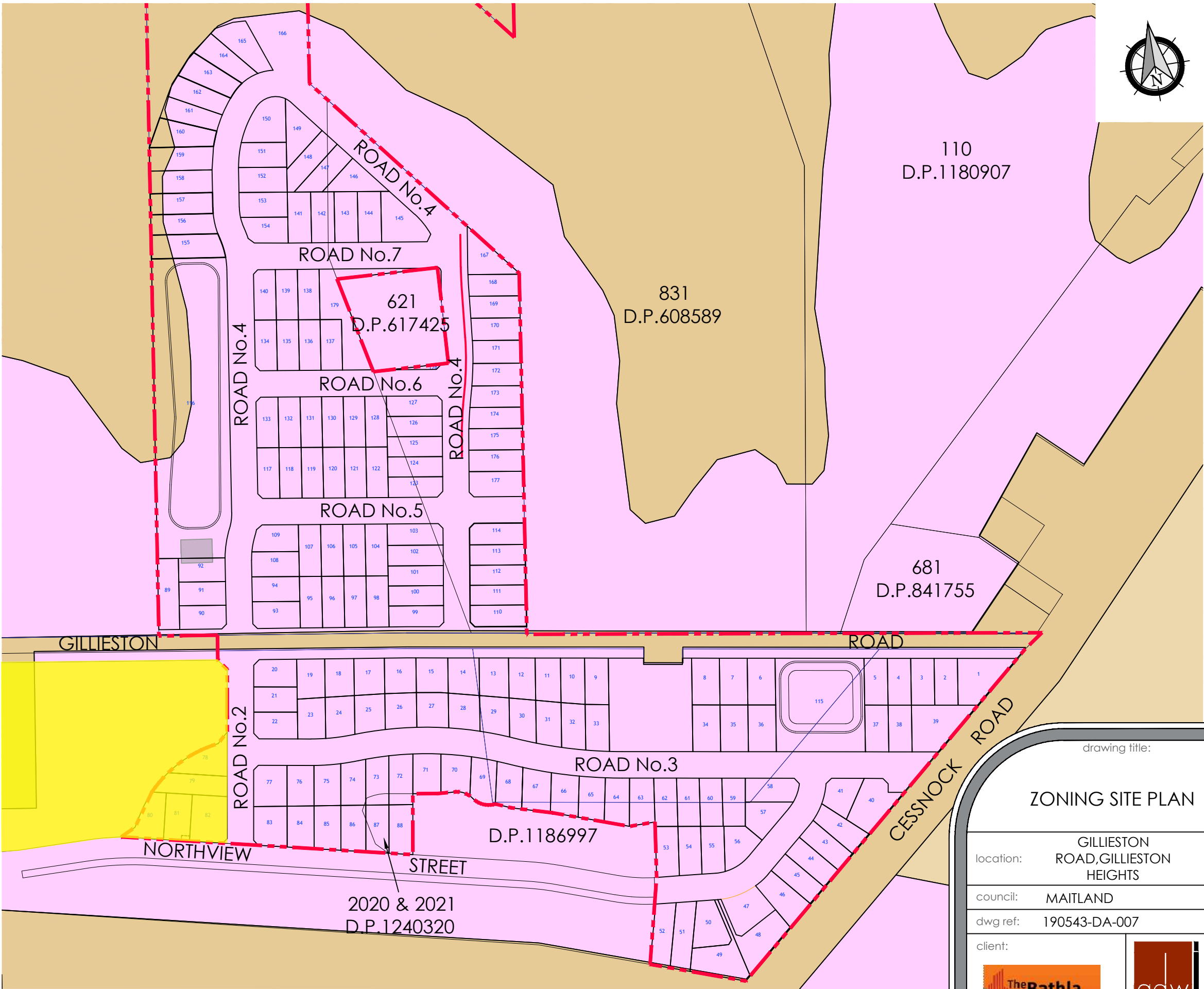
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LEGEND

- PROPOSED SITE BOUNDARY
- PROPOSED LOT BOUNDARY
- EXISTING BOUNDARY

- Zone
- B1 Neighbourhood Centre
 - B2 Local Centre
 - B3 Commercial Core
 - B4 Mixed Use
 - B7 Business Park
 - E1 National Parks and Nature Reserves
 - E2 Environmental Conservation
 - E3 Environmental Management
 - E4 Environmental Living
 - IN1 General Industrial
 - IN2 Light Industrial
 - IN4 Working Waterfront
 - R1 General Residential
 - R2 Low Density Residential
 - R3 Medium Density Residential
 - RE1 Public Recreation
 - RE2 Private Recreation
 - RU2 Rural Landscape
 - RU3 Forestry
 - RU4 Primary Production Small Lots
 - RU6 Transition
 - SP1 Special Activities
 - SP2 Infrastructure
 - SP3 Tourist
 - W1 Natural Waterways
 - DM Deferred matter

NOTE:
LOT 621 D.P.617425 NOT INCLUDED IN
DEVELOPMENT APPLICATION PROPOSED LOTS
SHOWN FOR PLANNING PURPOSES ONLY.



drawing title:

ZONING SITE PLAN

location: GILLIESTON ROAD, GILLIESTON HEIGHTS
council: MAITLAND
dwg ref: 190543-DA-007
client:



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sydney office ph: (02) 8046 7411

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LEGEND

- PROPOSED SITE BOUNDARY
- PROPOSED LOT BOUNDARY
- EXISTING LOT BOUNDARY

NOTE:
LOT 621 D.P.617425 NOT INCLUDED IN
DEVELOPMENT APPLICATION PROPOSED LOTS
SHOWN FOR PLANNING PURPOSES ONLY.



drawing title:

OVERALL
MASTERPLAN

location: GILLIESTON
ROAD, GILLIESTON
HEIGHTS

council: MAITLAND

dwg ref: 190543-DA-008

client:



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E	22.3.2019	DP1240320 NOTATION ADDED	AE	BMc	DATUM: N/A CONTOUR INTERVAL: N/A	0 125 250m SCALE: 1:5000 (FULL)	

• project management • civil engineering • infrastructure • superintendency • economic analysis • social impact • town planning • surveying • development feasibility • visualisation • urban design

CONTINUES TO SHEET 2

CONTINUES TO SHEET 3



LEGEND

- PROPOSED SITE BOUNDARY
- PROPOSED LOT BOUNDARY
- EXISTING LOT BOUNDARY

drawing title:

**DETAIL PLAN
- SHEET 1**

location: GILLIESTON ROAD, GILLIESTON HEIGHTS

council: MAITLAND

dwg ref: 190543-DA-009

client:

ver.	date	comment	drawn	pm	level information	scale (A3 original size)	notes
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831
D.P.608589



CONTINUES TO SHEET 1

working beyond expectations

drawing title:

DETAIL PLAN
- SHEET 2

location: GILLIESTON
ROAD, GILLIESTON
HEIGHTS

council: MAITLAND


dwg ref: 190543-DA-010

client:



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sydney office ph: (02) 8046 7411

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ver.	date	comment	drawn	pm	level information	scale (A3 original size)	notes
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0 25 50m

SCALE: 1:1000 (FULL)

- project management
- civil engineering
- infrastructure
- superintendency
- economic analysis
- social impact
- town planning
- surveying
- development feasibility
- visualisation
- urban design

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LEGEND

- PROPOSED SITE BOUNDARY
- PROPOSED LOT BOUNDARY
- EXISTING LOT BOUNDARY

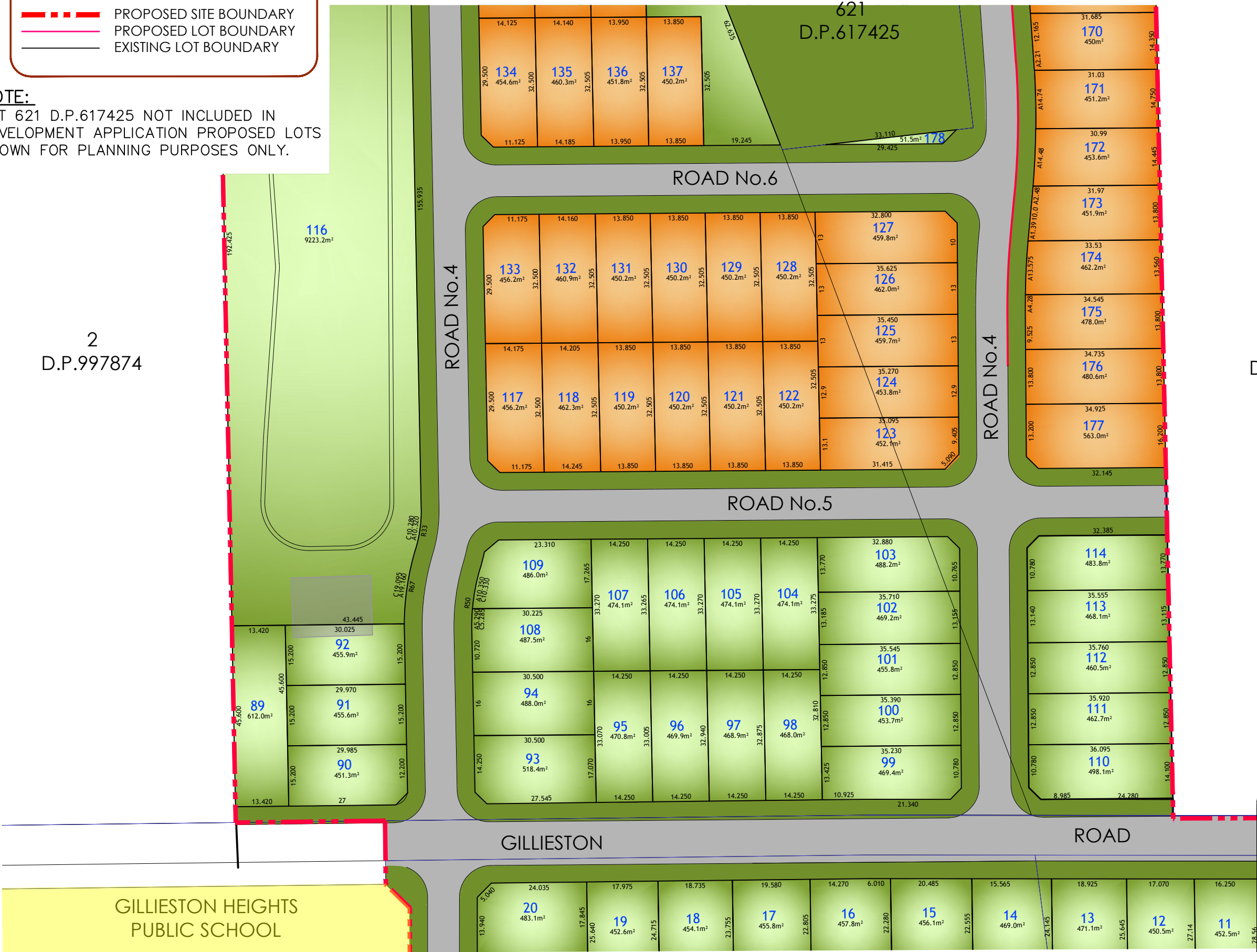
NOTE:
LOT 621 D.P.617425 NOT INCLUDED IN
DEVELOPMENT APPLICATION PROPOSED LOTS
SHOWN FOR PLANNING PURPOSES ONLY.

CONTINUES TO SHEET 4



2
D.P.997874

831
D.P.608589





CONTINUES TO SHEET 5

2
D.P.997874



EXISTING
POULTRY SHEDS

LEGEND

- PROPOSED SITE BOUNDARY
- PROPOSED LOT BOUNDARY
- EXISTING LOT BOUNDARY

NOTE:
LOT 621 D.P.617425 NOT INCLUDED IN
DEVELOPMENT APPLICATION PROPOSED
LOTS SHOWN FOR PLANNING PURPOSES
ONLY.

831
D.P.608589

drawing title:

DETAIL PLAN
- SHEET 4

location: GILLIESTON
ROAD, GILLIESTON
HEIGHTS

council: MAITLAND

dwg ref: 190543-DA-012

client:



central coast office ph: (02) 4305 4300
hunter office ph: (02) 4978 5100
sydney office ph: (02) 8046 7411

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ver.	date	comment	drawn	pm	level information	scale (A3 original size)	notes
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CONTINUES TO SHEET 3

- project management
- civil engineering
- infrastructure
- superintendency
- economic analysis
- social impact
- town planning
- surveying
- development feasibility
- visualisation
- urban design



CONTINUES TO SHEET 6

LEGEND

PROPOSED SITE BOUNDARY

PROPOSED LOT BOUNDARY

2
D.P.997874

195
9.84Ha

831
D.P.608589

EXISTING
POULTRY SHEDS

CONTINUES TO SHEET 4

ver.	date	comment	drawn	pm	level information	scale (A3 original size)	notes
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drawing title:

DETAIL PLAN
- SHEET 5

location:

GILLIESTON
ROAD,GILLIESTON
HEIGHTS

council:

MAITLAND

dwg ref:

190543-DA-013

client:

The Bathla Group

adwjohnson

central coast office
hunter office
sydney office

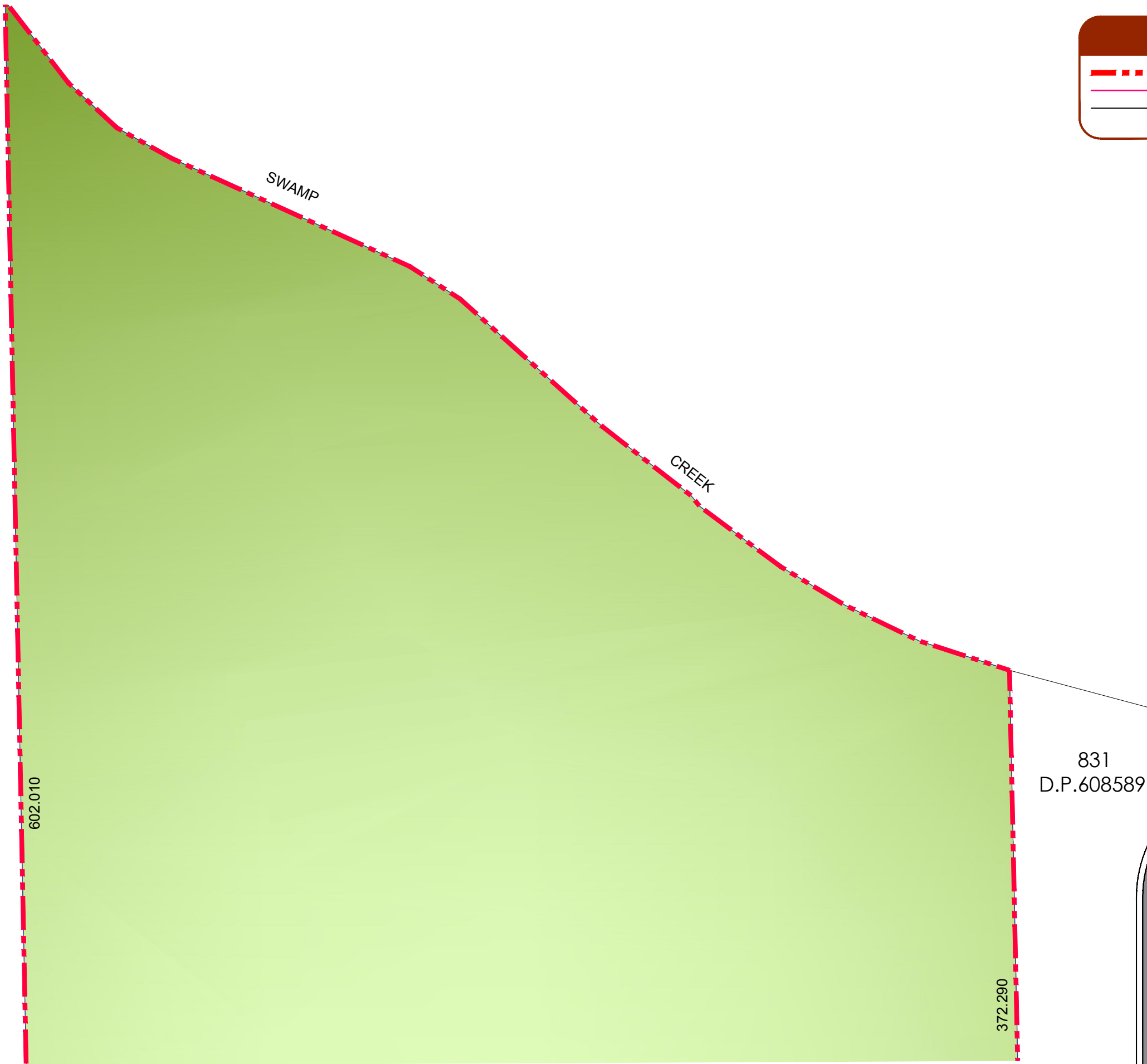
ph: (02) 4305 4300
ph: (02) 4978 5100
ph: (02) 8046 7411

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LEGEND

PROPOSED SITE BOUNDARY

PROPOSED LOT BOUNDARY

CONTINUES TO SHEET 5

ver.	date	comment	drawn	pm	level information	scale (A3 original size)	notes
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drawing title:

DETAIL PLAN
- SHEET 6

location: GILLIESTON
ROAD,GILLIESTON
HEIGHTS

council: MAITLAND

dwg ref: 190543-DA-014

client:



central coast office ph: (02) 4305 4300
hunter office ph: (02) 4978 5100
sydney office ph: (02) 8046 7411

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APPENDIX H

SERVICES PLANS (BEFORE YOU DIG AUSTRALIA)

- i. Electrical
 - Ausgrid
- ii. Water & Sewer
 - Hunter Water
- iii. Gas
 - Jemena Gas North
- iv. Communications
 - Telstra NSW Central
 - NBN Co NswAct
- v. Stormwater Drainage
 - Maitland City Council

APPENDIX H - i

SERVICES PLANS (BEFORE YOU DIG AUSTRALIA)

- i. Electrical
 - Ausgrid

If further information is required, please contact:

Ausgrid BYDA

Phone: (02) 4951 0899

Fax: (02) 4951 0729



Emergency Phone Number 131388

Underground Cable Location Search Advice

-- Ausgrid Assets Affected --

To:	Darren Lewis ADW Johnson Shop 7,335 Hillsborough Road Warners Bay NSW 2282		
		Phone No:	+61249785100
		Issue Date:	8/10/2024

In response to your enquiry, Sequence No: 245680249 the records of Ausgrid disclose that there **are** Ausgrid underground cables in the defined search location and relevant Ausgrid plans have been provided.

This search is based on the geographical position of the dig site as denoted in the Before You Dig Australia caller confirmation sheet and an overview is provided:

Address:	100 Ryans Road Gillieston Heights NSW 2321
Job #:	37760928



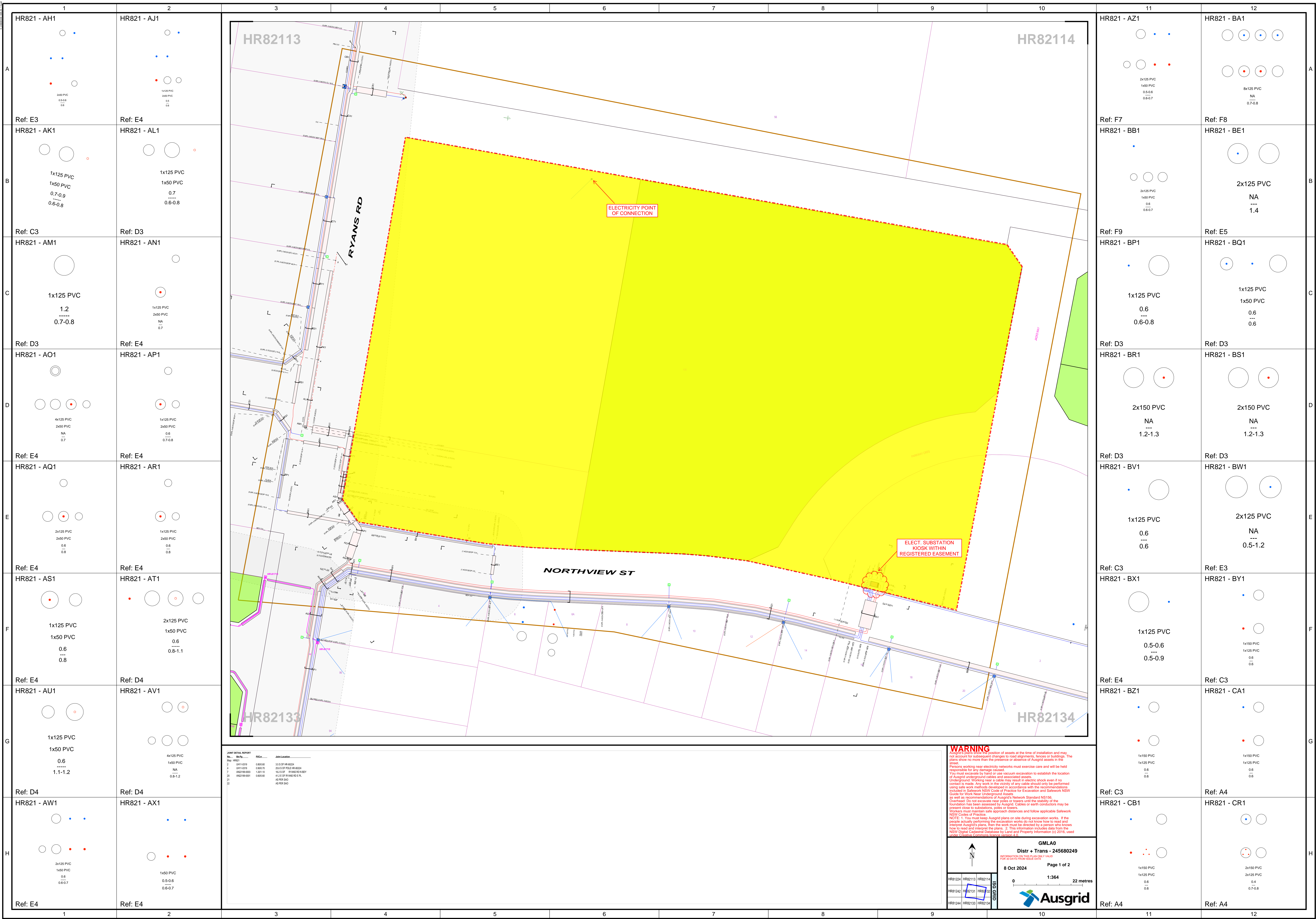
****Important****

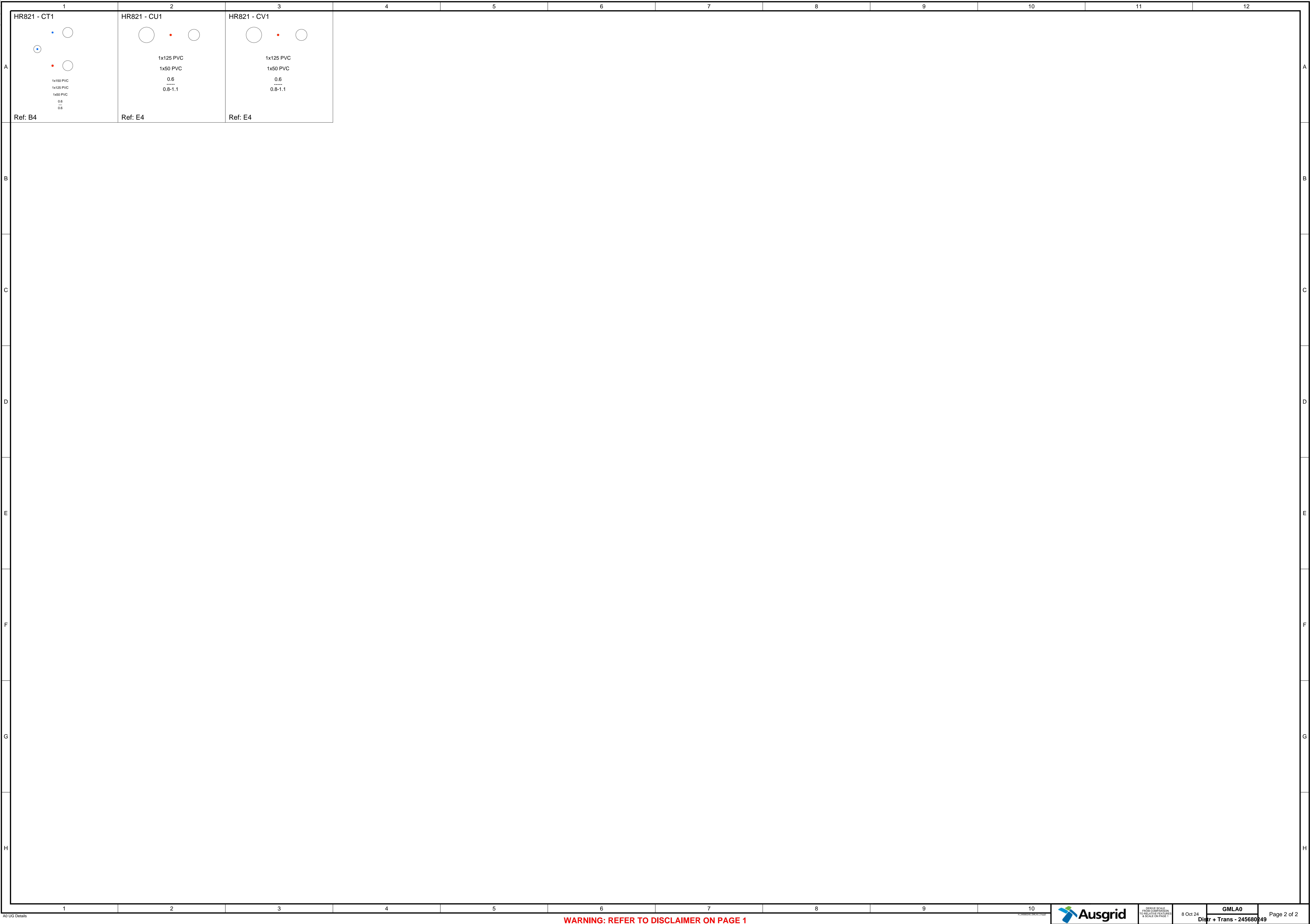
- All information provided to you is **ONLY VALID FOR 30 DAYS** from the date of issue
- You must keep Ausgrid plans on site during excavation works. If the people actually performing the excavation works do not know how to read and interpret Ausgrid's plans, then the work must be directed by a person who knows how to read and interpret plans.
- If you require a full size print of A0 plans and don't have the resources to do so please contact our office on 49510899 to request a hard copy to be posted. **Please allow 3 working days for delivery.**
- Please note you will ONLY receive portions of your search area that contain Ausgrid Underground Assets

YOU MUST READ AND UNDERSTAND THE SUPPLEMENTARY MATERIAL CONTAINED IN THIS ADVICE BEFORE PROCEEDING WITH ANY WORKS.

Summary of Supplementary Information:

Material	Purpose	Location
Important Information.pdf	Details important information	Attached
Working near Ausgrid Cables.pdf	Summary of NS156	Attached
COMN0119 How to Read Ausgrid Plans.pdf	Details how to read Ausgrid plans	Attached
SafeWork NSW "Work near underground assets: Guide"	To assist you in deciding appropriate measures to eliminate or control risks when working near underground assets.	Web Link [Click Here]
Ausgrid's Network Standard NS156	For important information for work near or around underground cables	Web Link [Click Here]
Ausgrid's Network Standard NS199	This Network Standard applies to specific work on Ausgrid Low Voltage Underground Assets and associated Hazards	Web Link [Click Here]
Working in Confined Spaces	For important information when working in confined spaces	Web Link [Click Here]





Reading Ausgrid Plans

COMN0119

1 Property Lines

“property line” (PL), sometimes referred to as “building line” (BL), is the standard dimensioning reference point on all Ausgrid plans and represents property boundaries.

Typically, the PL is the boundary between private property and local council’s footpath area or nature reserve. Most residential fences and office blocks are erected along the PL.

“kerb line” (KL) is less frequently referred to on Ausgrid plans, and where used will be identified clearly as KL.

Numbers listed within property boundaries should correspond to recognised “street numbers” (refer to figure 1).



Figure 1

2 Datum References

“datum references” identify distances (in metres) from significant features (such as corners of property boundaries) to reference points such as Ausgrid assets (eg: “conduits”, “cables”, “joints”) (refer to figure 2).

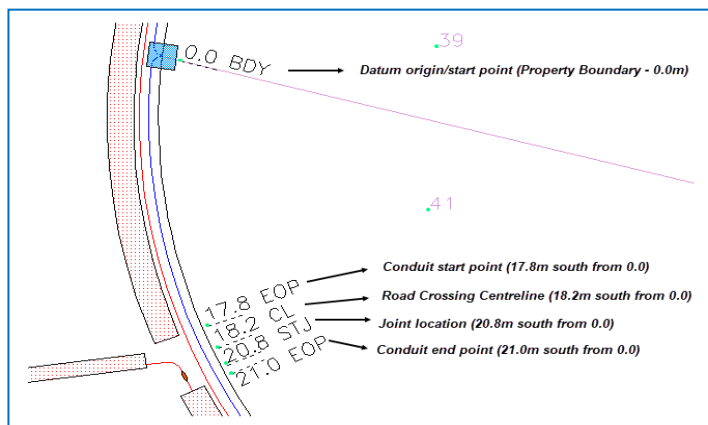


Figure 2

3 Cross Sections

A “cross sections” displayed on Ausgrid plans detail information relating to the relative position (ie: distance from the “property line”, and the depth of “cover”) of Ausgrid assets.

“Cover” is a term used to refer to the depth of cables underground.

A “cross section” leader line will be drawn indicating the location of the displayed “cable” or “conduit” information on Ausgrid plans.

The distance from “property line” (in metres) and depth of “cover” (in metres) references are displayed as; ie: 0.6 metres from PL and 0.5 metres underground.

Where distance and cover are not recorded, they will be clearly marked as “NR”.

NOTE: Distance and cover where indicated may be different to the actual position of the cables (eg: fill may have been placed at site that has changed the ground level).

“PL” distance shown in cross sections is an indicative measure to the centre of the trench allocation from the adjacent property line.

On some plans the “cross sections” may also be shown with a specific number (eg: HR1). This number will match with a cross section detail found in the border of the plot or on a separate plot page (refer to figures 3 and 4).

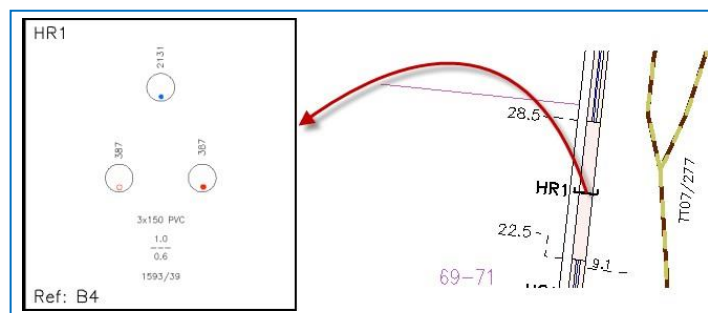


Figure 3

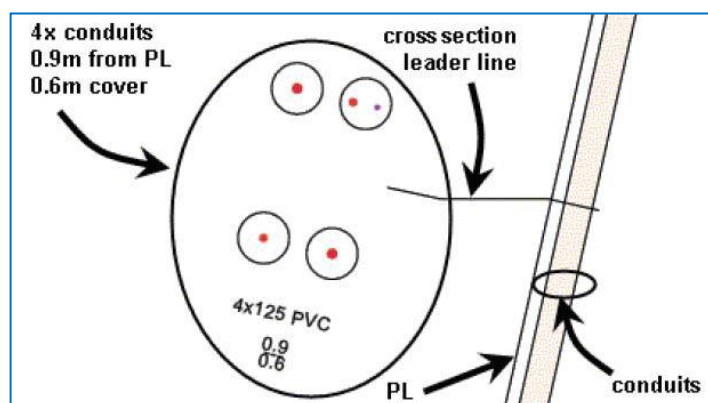


Figure 4

4 Cable Joints and Joint Reports

“cable joints” (numbered individually) and “joint reports” (attached to Ausgrid plans) can provide information relating to the relative position of Ausgrid assets, distance from the “property line” (in metres), and the depth of “cover” (in metres) (refer to figures 5 and 6).

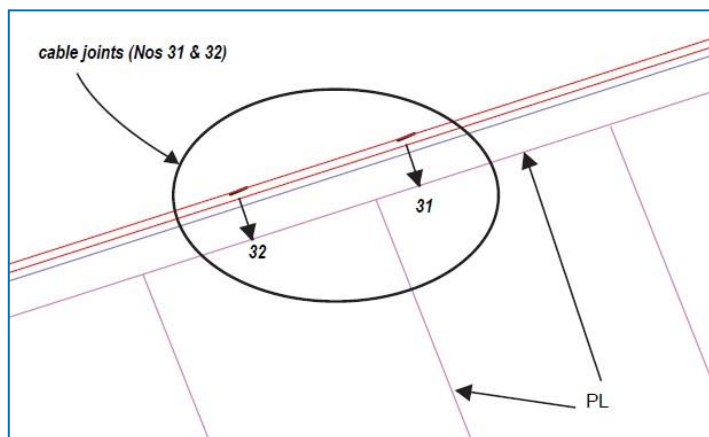


Figure 5

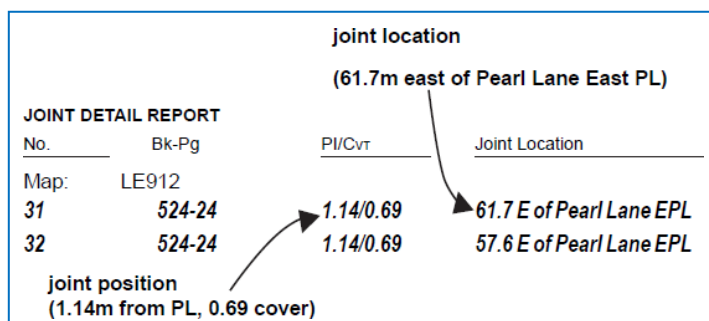


Figure 6

5 Cross Section Detail Boxes

“cross section” detail boxes on the sides of an Ausgrid plan are used when there is insufficient room to display “cable” and/or “conduit” information on the Ausgrid plan.

Ausgrid plans (refer to figure 7) are bordered by numeric identifiers along the top and bottom borders and alpha identifiers along the side borders.

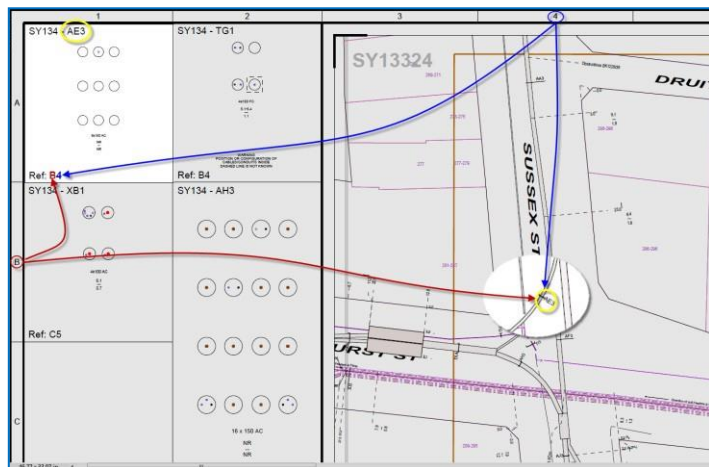


Figure 7

“Cross section” leader line and annotation is drawn on the Ausgrid plan for a reference to “cable” and/or “conduit” information in the “cross

6 Pits

Underground “pits” are numbered on Ausgrid plans, positioned relative to the “property line” (PL), and can be found on either the footpath (nature strip) or the road (refer figure 8).

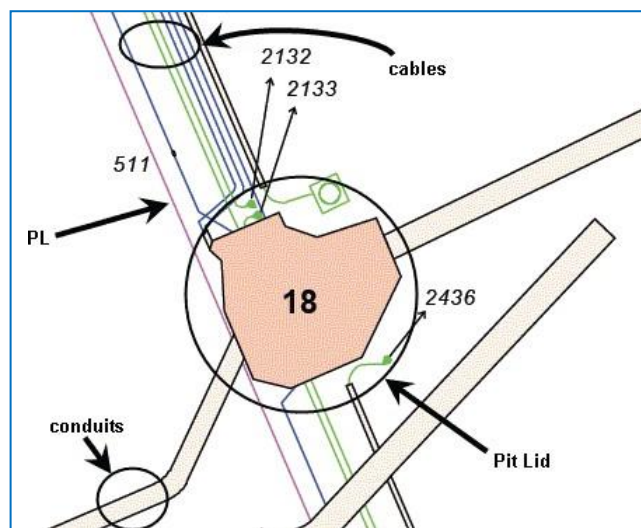


Figure 8

7 Proposal Areas

“section” detail boxes. There are areas where underground work may have been issued for construction by Ausgrid, but details are not yet completely displayed on Ausgrid plans. In such cases a shaded “proposal area” is displayed on the Ausgrid plan, indicating underground work may have commenced in the vicinity but is not yet complete.

In some instances, cables and other assets within the shaded “proposal area” will be shown in a **bright magenta** colour, indicating that the proposed new work displayed within the shaded area is based on initial planning documentation (refer to figure 9).

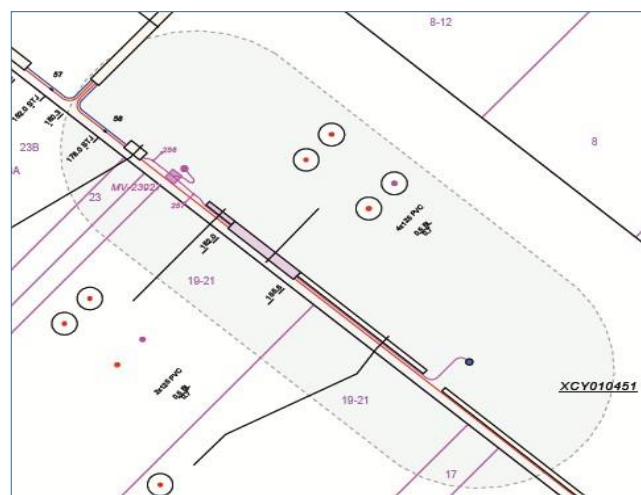


Figure 9

In other instances, the shaded “**proposal area**” itself may be shown as a blue colour, indicating that the new work displayed within the shaded area on the Ausgrid plan is yet to include details regarding final depths and dimensioning (refer to figure 10).

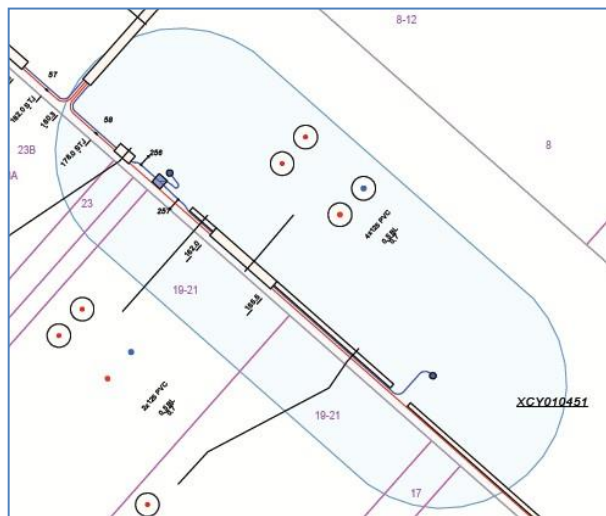


Figure 10

NOTE: In cases where these shaded “**proposal areas**” are displayed on Ausgrid plans.

“Ausgrid’s design plans showing the proposed position of its underground cables, overhead lines and structures have been prepared solely for Ausgrid’s own planning use. They show the proposed position of such underground cables, overhead lines and structures as proposed at the time of planning and have not necessarily been corrected to take into account any changes to road widths, road levels, fences and buildings subsequent to proposed installation.

Actual installations may vary from proposed installations as it may be necessary to take account of unforeseen above ground or subterranean constructions. Therefore, Ausgrid does not hold out that the design plans show more than the proposed presence or absence of its underground cables, overhead lines and structures in the street and will accept no liability for inaccuracies in the information shown on such design plans from any cause whatsoever.”

Any further information regarding information displayed for “proposal areas” can be obtained by contacting the Ausgrid Before You Dig Australia (BYDA) office at the number indicated on the response to your BYDA enquiry for further information.

8 Ausgrid Maps

Depending on the size of the BYDA request, the response will either be a **single map area** or a **cover sheet** and several standard maps.

8.1 Single Map Area Response

The single map area response will have a buffer area shown on the plan that should relate to the original Before You Dig Australia request.

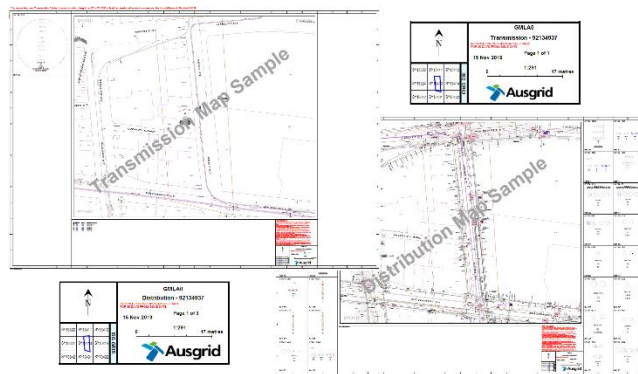


Figure 11

The **map grid index box** on Ausgrid plans should be used when reading the “**joint report**” (see part 4 of this document for more detail) to accurately locate underground cables. The buffer area will display on the grid index box for single map area responses

There are two different size maps that can be produced – A3 will be issued if there are no cross sections in the area, and an A0 will be issued if there are cross sections that are required to be displayed in the detail boxes on the side.

A single map area response could include two maps in the Sydney region. Ausgrid plans are separately labelled as “**Distribution – nnnnnnn**” and “**Transmission – nnnnnnn**”, where “**nnnnnnn**” refers to the BYDA sequence number quoted. If the request does not include any Transmission assets, then only one Distribution map will be issued.

In the Hunter region, the Ausgrid plans show combined “**distribution**” and “**transmission**” voltage assets, are clearly labelled as “**Distr + Trans – nnnnnnn**” where “**nnnnnnn**” refers to the BYDA sequence number.

Some Hunter plans may have transmission cables in the area, when these cables are present there will be a warning printed at the top of the plan supplied: “**You are working near Transmission Cables. You must contact Ausgrid on (02) 4951 9200 at least two weeks before work commences. See Ausgrid Network Standard NS156**”

8.2 Cover Sheet Response

On a response that includes a cover sheet, the buffer area will only be shown on the cover sheet and it will not appear on the standard maps. The cover sheet will indicate which standard maps have been included and provide a high-level view of the location of the underground details (Figure 12). The standard maps will have the detail of the underground assets (Figure 13).

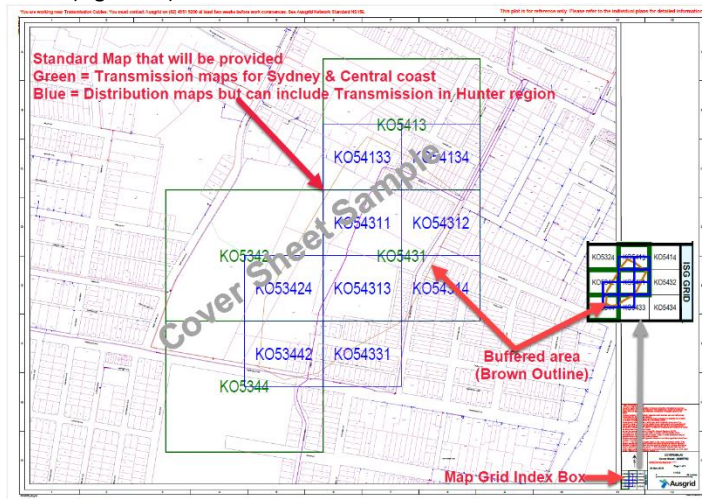


Figure 12

A **map grid index box** has been included in the cover sheet and on the standard maps. The buffer area will only display on the grid index box on the cover sheet and not on standard maps (Figure 12 + Figure 13).

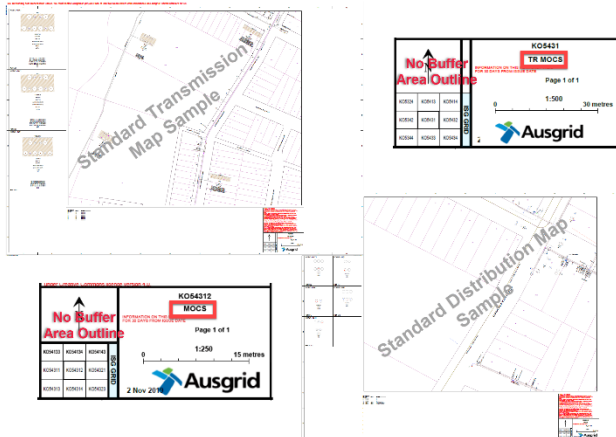


Figure 13

9. Shifting Land Base” on Ausgrid Distribution and Transmission Plans

In some instances, the plans supplied may indicate road or property outlines that appear to have shifted in relation to the Ausgrid assets displayed (refer to figure 14).

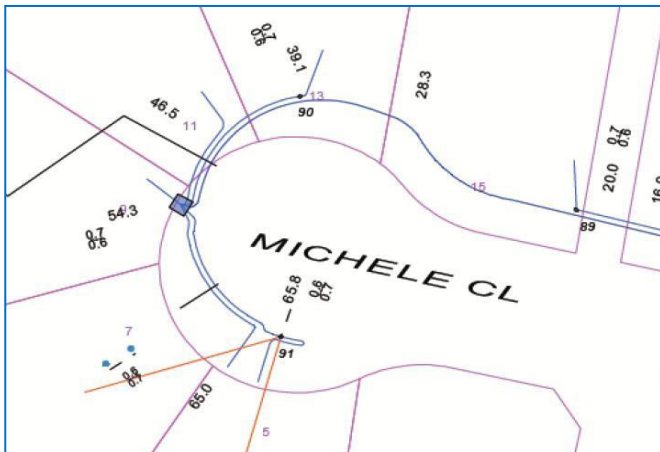


Figure 14

In such instances, always refer to the **“property line”** (in metres) and depth of **“cover”** (in metres) references displayed on the nearest relevant **“cross sections”** to obtain Ausgrid asset location information (see Reading Ausgrid Plans, clause 3, Cross Sections for more detail).

10. “Underground Earthing Infrastructure”

In some instances, the plans supplied may also indicate the presence of underground earthing infrastructure associated with underground and/or overhead Ausgrid assets.

The **“Earth Point”** symbol (refer to figure 15) will be shown on plans to minimize risk of disturbance or damage to any Ausgrid underground earthing infrastructure in the vicinity.

Figure 15



11. Hazardous Cables – Specific Excavation Hazard

Certain low voltage cables are susceptible to deterioration or defects that may pose a risk of electric shock when working near them particularly in damp ground. Other low voltage cables may have an exposed conductive sheath or armour which may, under certain conditions, become energised. These cables may pose a significant risk and will be illustrated as in figures 15 and 16 below. For all work on or near Ausgrid’s network where workers have been trained in Ausgrid’s “Working near or around underground cables” course the work practices outlined in NS156 “Working near or around underground cables”, NS199 “Safe Electrical Work on Low Voltage Underground Assets” for low voltage cables susceptible to deterioration and the Electrical Safety Rules for low voltage exposed conductive sheath or armoured cables must be adhered to. All other persons must contact Ausgrid before excavating near or accessing areas where these cables are present to arrange for appropriate precautions to be applied.

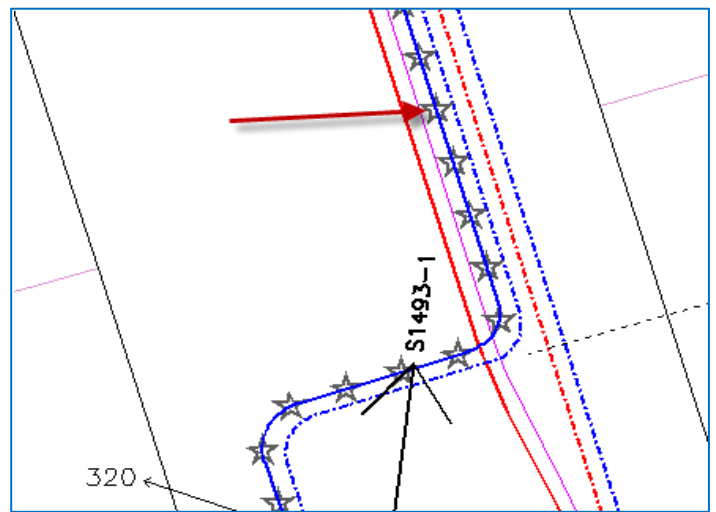


Figure 15

The **“star”** symbols over the cable indicates that it may be susceptible to deterioration or defects or the cable may contain an exposed conductive sheath or armour which could pose an electrical risk to workers.

Cables that are in duct lines have this symbology covered so an at-risk cable is indicated only within a cross section by a **“#”** appended to its cable code as illustrated below.

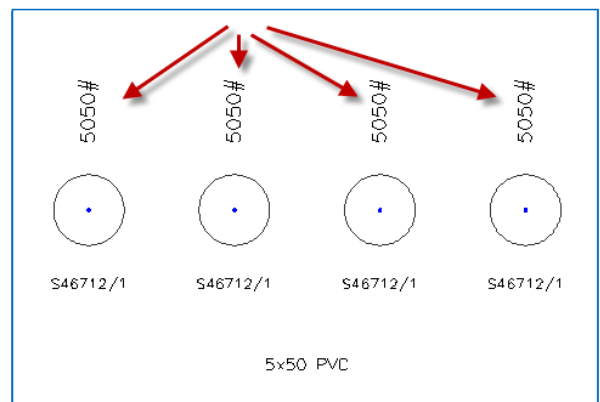






























Figure 16





















Ausgrid Underground Map Symbology

NOTE: Please note symbology is subject to change. This document provides underground (UG) related objects only. In cases where you are unsure of the data presented, please contact Ausgrid's BYDA for clarification *prior* to any planning/excavation works.

Object		Symbol
HV Cable	HV (High Voltage) 5kV-22kV	In Service  Out of Service 
	TR (Transmission) 33kV – 330kV	In Service  Out of Service 
LV Cable (Low Voltage)	Mains (Dark blue)	In Service  Out of Service 
	Street Lighting (Green) Note: Mains Connector also used as Street Lighting (dark blue)	In Service  Out of Service 
	Service (Light blue)	In Service  Out of Service 
	Stars are used to highlight At Risk cables	In Service Risk  In Service Risk  In Service Risk 
	Unknown	
Auxiliary Cable	Data	In Service  Out of Service 
	Comms	
	Telco	
	Protection	
	Fibre Optic	
	Pilot	

Object		Symbol
HV UG Joint	Straight Through, Parallel Branch or Tee	
	Switchgear, End Box or Transition	
HV UG Termination	Sealed end	
	Pot End	
	UGOH	
HV Cable Repair	5kV-330kV (HV & TR)	
LV UG Joint	Straight Through, Parallel Branch, Tee or Service	
	Network Box	
LV UG Termination	Switchgear, End Box or Transition	
	Sealed end	
	Pot End	
	UGOH	

Object		Symbol
Auxiliary Fix	Pilot Window	
Auxiliary Joint	Straight Through, Parallel Branch or Tee	
Auxiliary Termination	UGOH or Pole Termination	
	Pilot	
	UGOP-ADSS Termination	
Cable Pit (Can be various shapes)	Auxiliary	
	Distribution	
	Transmission	
LV Pillar	Distribution	
	Switch	 1-3 WAY  4+WAY
	SL Pillar	 NO SLCP  SLCP
	SL Cubicle	
	Fargo	
	Private	
LV Auxiliary Pillar	All Types	
LV Link Box	2 Way & 4 Way	

Ausgrid Underground Map Symbology

Object	Symbol
Substation	Cottage & Chamber
	Ground & Subtransmission Ground
	Kiosk & Subtransmission Kiosk
	Zone
	Transmission
	Bulk Supply Point
	Metering Station & Subtransmission Metering
Switching Station	Isolating & Earth
	Other – OH & UG
	Ring Main Unit
Earthing	UG Earth Cable
	Earth Point
Frequency Marker	Distribution and Transmission Power
	Auxiliary Communications
	Distribution and Transmission Power
	Auxiliary Communications

Object	Symbol
Trench	Centreline
Conduit (Can be various shapes)	Coverage (Distribution)
	Coverage (Transmission)
	Coverage (Underbore – cross hatched)
Cross Section	Marker (Staple)
	User Line
Measurement Point	
Miscellaneous Point Feature	Cable Clamp
	Cable Core split (Trifurcation)
	Cable Marker
	Electrolysis Point
	End Of Pipe
	Frequency Injection Unit
	Gas Charger
	Gas Control Cabinet
	Gas Control Kiosk
	Gas Control Point
	Gas Control Valve
	Gatic Pit lid

Object	Symbol
Miscellaneous Point Feature	Inspection Box
	Link point
	Oil Control Valve
	Oil Gauge
	Oil Tank
	Sniffer Box
	Thermocouple Box
	Transmission Cable Marker
Miscellaneous Linear Feature	Transmission Link Point
Map Note	All Geometries
	Location & Text
Dimension Feature	Placement Change
Lead Cable	Oil/Gas/Thermocouple
	Bonding
	Electrolysis

IMPORTANT INFORMATION

YOU MUST BE AWARE THAT:

1. There may be underground cables owned by other utilities, in the vicinity of your work, about which Ausgrid has no information.
2. Ausgrid does not usually keep plans of privately owned underground cables or its underground service cables on private property. (Refer NS 156 for further information.)

YOU MUST MAKE YOUR OWN ENQUIRIES IN RESPECT OF THESE CABLES.

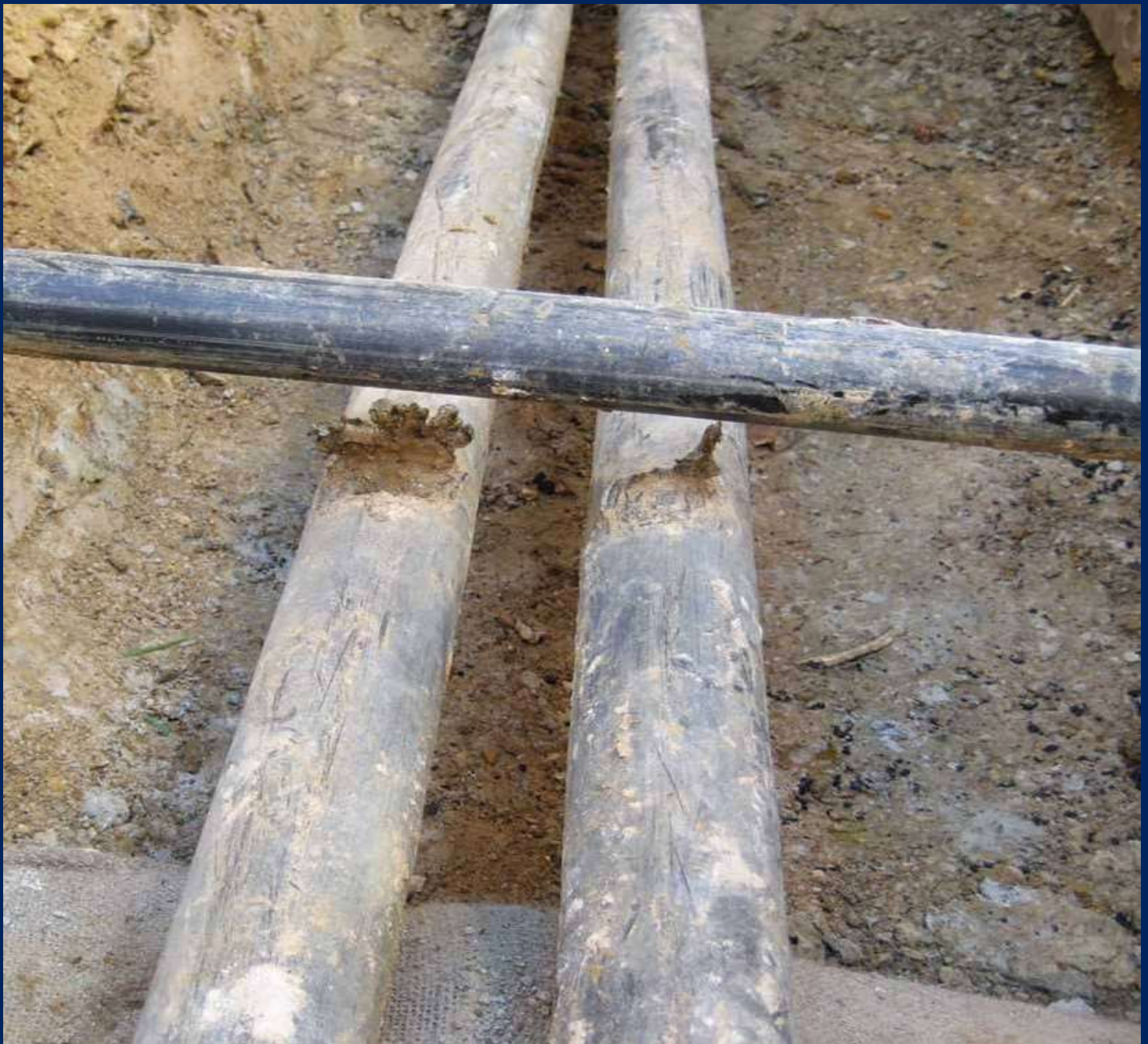
YOU MUST UNDERSTAND THAT:

1. Ausgrid takes all reasonable care in providing details of its underground cables. However, owing to changes in road and footway alignments and levels, and the age and incompleteness of some records, it is not possible to conclusively specify the location of all of Ausgrid's underground cables. The accuracy and completeness of the information provided to you cannot be guaranteed. It is intended to be indicative only. It must not be **solely** relied upon when undertaking underground works.
2. Except to the extent that liability may not be capable of lawful exclusion, Ausgrid, its servants and agents will be under no liability whatsoever to any person for loss or damage (including indirect or consequential loss or damage) however caused (including without limitation, for breach of contract, negligence and breach of statute) which may be suffered or incurred from or in connection with the advice provided.
3. Due to the inherent dangers associated with **excavation, under boring and directional drilling** in the vicinity of underground cables, precautions must always be taken when undertaking any underground works. Ausgrid's Network Standard NS 156 specifies standards for working in the vicinity of underground cables. It is deemed to be part of this Advice, and it must be read by you.
4. Due to the inherent risk of compromising the stability of Ausgrid's power poles during excavation which could lead to pole movement or collapse, precautions must always be taken. If excavation is to be carried out within 1m from a power pole, Ausgrid must be contacted at construction.works@ausgrid.com.au for advice. Do not proceed until you have received such advice from Ausgrid.

YOU MUST READ [NETWORK STANDARD NS 156](#), *WORKING NEAR OR AROUND UNDERGROUND CABLES*. IT IS PART OF THIS ADVICE.

Working near Ausgrid cables

Finding out what's below the surface can save your life.
Contact Before You Dig Australia @ www.byda.com.au or call 1100



Changes in the Law.

NSW legislation now requires people who are planning to do excavation work to obtain copies of underground electricity cable plans through Before You Dig Australia (Phone 1100) and to make sure that the plans are no more than 30 days old when excavation commences.

The aim of the legislation is to ensure that when workers dig near electricity cables, they will establish the exact location of the cables and thus avoid coming into contact with them or damaging them. This will ensure worker safety and also prevent disruption to Ausgrid's electricity network.

This brochure gives you a brief overview of how to prepare for excavation works near or around electricity cables. It is important that you also consult our guide How to Read Ausgrid Plans and make sure that workers engaged in excavation works fully understand how to read the plan. If the people actually doing the digging can't read the plans, it is essential that the work is directed by a person who has been trained to read Ausgrid's plans.

You must also consult Ausgrid's Network Standard NS156, which contains comprehensive information concerning all the issues that arise when excavating near underground cables (such as safety hazards from asbestos conduits and organochlorine pesticides).

Excavating near transmission cables.

If any cable plan you receive says "You are working near transmission cables" it is compulsory to notify Ausgrid two weeks before work is scheduled to begin. Ausgrid will then arrange for an Ausgrid representative to attend the site during excavation work.

Phone the Ausgrid Transmission enquiries line on (02) 4951 9200 to arrange for an Ausgrid representative in your region.



Be prepared. Wise words for safety at work.

Here are some simple precautions you and your workers need to follow to be as safe as possible.

- Make sure that your Before You Dig Australia (BYDA) plan is less than 30 days old
- Keep a copy of the cable plan on site at all times
- Make sure the excavation work is conducted or directed by staff who are trained to read the plan
- Hand dig until the exact location of the cable has been established
- Have on site at all times a first aid kit and a person trained in resuscitation
- Wear protective clothing, including safety footwear and safety helmet
- Have emergency contact numbers on site
- Set up safety barriers, witches hats and warning lights to reduce the risk of injury to the general public
- Comply with all SafeWork NSW requirements and codes.

See also:

- SafeWork NSW **Guidelines: Work Near Underground Assets**
- SafeWork NSW **Code of Practice: Excavation Work**
- SafeWork NSW **Code of Practice: Work Near Overhead Powerlines (if applicable).**

Before you start. Complete the checklist. Stop and look around.

Before you start excavating, consult the flow chart and fill in the checklist at the end of this brochure.

Then, be sure to look for clues where cables might be located on the site: for example, pits, distribution pillars (green and other colours), cables attached to the side of poles, street lights without overhead wires.



Do all power cables look the same?

No. Power cables come in different sizes, colours and coverings. They may be covered in black plastic sheath, steel wires in a sticky bitumen like material, or even a simple lead or steel wire/tape sheath.

What else should I look for below ground level?

Cables may also be buried in orange PVC or PE conduits or even in earthenware or steel pipes. A bank of cables may be covered with electrical bricks, plastic warning markers or protective covers, or they may not be covered at all. If they have been buried close to the surface, they may be covered by concrete slabs or steel plates.

When in doubt, ask Ausgrid.

If you have any questions about excavating near Ausgrid cables, read **NS156** (available at ausgrid.com.au). For further information call 13 13 65.

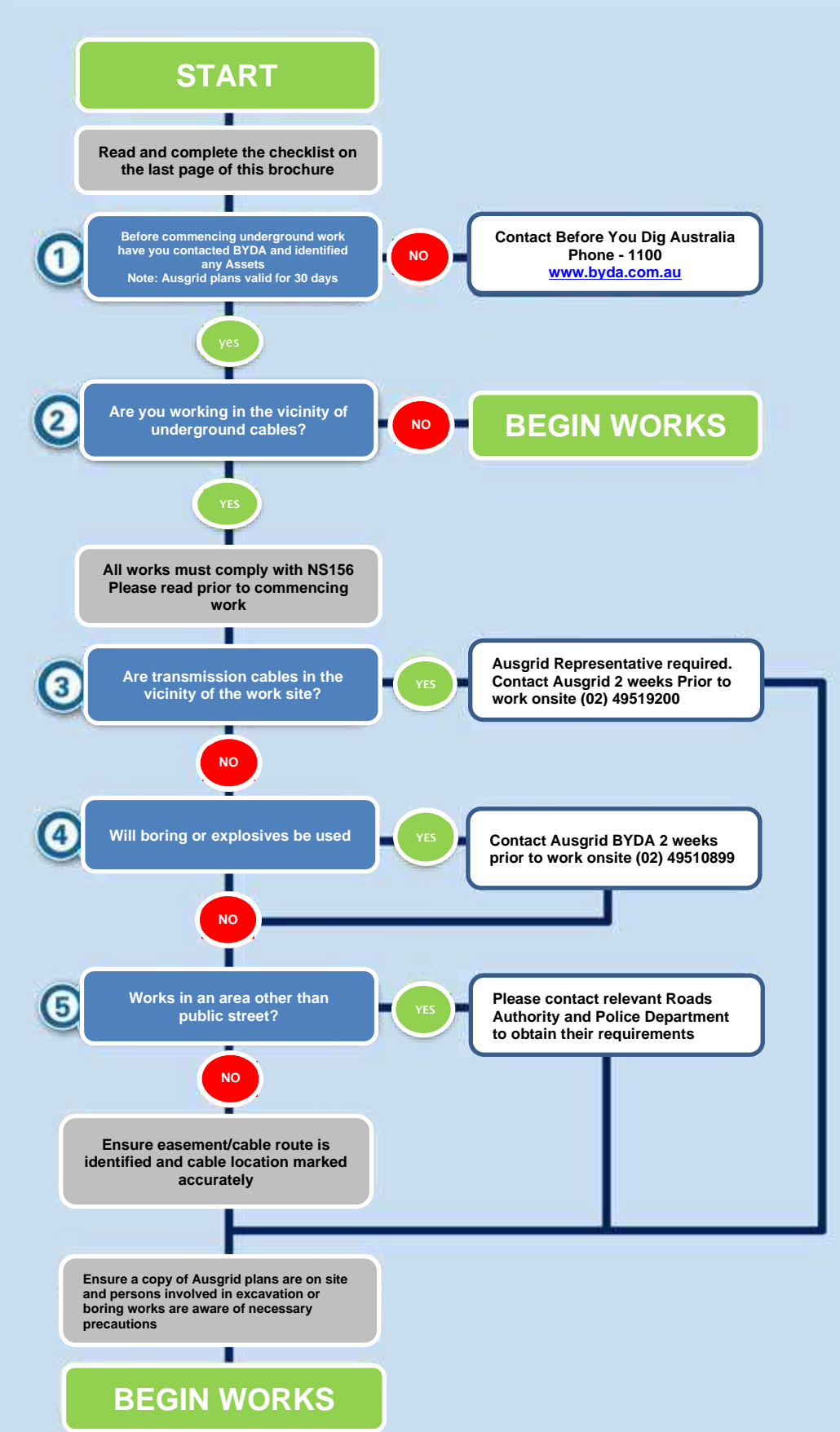
You've taken every precaution, but accidents still happen. What now?

If you damage an electricity cable, it is compulsory to notify Ausgrid on **13 13 88**.

Striking power cables can cause serious damage to the cables and endanger the lives of anyone who comes in contact with them. Machinery and hand operated plant such as jack hammers can become alive if it is in contact with electrical cables or equipment. Keep people well away from machinery and the work site if contact is made with a cable.



Flow Chart for work near Ausgrid Cables



Ausgrid Checklist for work near or around underground cables

It is the responsibility of the Constructor to ensure that underground pits, ducts and cables are not damaged as a result of construction work. It is also your duty to protect your workers from harm or injury. This Checklist is intended to be used as a guide to what Constructors should do to make sure they have satisfied the minimum requirements to minimise damage to underground networks.

PLANS, LOCATION and NOTIFICATIONS	Completed
All relevant utilities plans obtained from Before You Dig Australia? (call 1 100 – allow at least 5 working days for plans).	
Checked issue date on all the above plans to ensure issue was within the last 30 days?	
Examined plans and assessed all possible impacts on Ausgrid's network?	
Do you have both Underground Distribution and Transmission Plans (if applicable), on site at all times?	
All cables and conduits shown on the Ausgrid plans been located and marked on the ground?	
If you are planning to use a bore, have you ensured that the equipment is calibrated?	
Have you read and understood the requirements of NS 156? (For copies of NS 156 visit Ausgrid's Website or phone Ausgrid BYDA Office (02) 4951 0899) www.ausgrid.com.au	
Have you notified Ausgrid as specified by NS 0156 and complied with requirements? Where an Ausgrid representative is required, two weeks notice is required before work commencing on site. Contact phone number for Transmission cable enquiries is (02) 4951 9200. For all other cases contact Ausgrid BYDA Office: (02) 4951 0899.	
INSPECTION OF WORK BY Ausgrid's REPRESENTATIVE	
Is the Ausgrid representative on site for any work near or around* any transmission cable before you start? (*Refer to NS 156.)	
For proposed work near or around* cables other than transmission and/or conduits, are any requirements specified by Ausgrid's representative clearly understood and ready to be applied before you start the work? (*Refer to NS 156.)	
PROTECTION	
Check that all people on-site have been made aware of the presence and location of ALL Ausgrid underground cables and/or conduits; especially boring, drilling and trenching machine operators?	
Is there any asbestos or asbestos containing material in Ausgrid's underground network assets?	
Have you checked for the presence of any Organo-Chloride Pesticides (OCP) in transmission trenches?	
Is the site supervisor monitoring all machine operators working near or around Ausgrid's underground cables and/or conduits?	
Are the requirements specified by Ausgrid's representative being followed?	
Are Ausgrid's requirements in place for any exposed cables and/or conduits to be supported and protected?	
Have you marked all exposed underground cables and/or conduits with flags that are clearly visible from within all machinery used on-site?	
Have safety barriers, fencing or para-webbing been erected to protect staff and the public as well underground cables and/or conduits in areas that are at risk?	
Have safety barriers, fencing or para-webbing been erected to protect staff and the public as well underground cables and/or conduits in areas that are at risk?	

**In the event of DAMAGE to Ausgrid's cable or conduits, call 13 13 88 immediately.
PROCEED with CAUTION**

It is your responsibility to protect Ausgrid's cables and conduits from damage and your Duty of Care to protect your workers from harm or injury.

Signed: _____ Date: ____ / ____ / ____
Responsible person on site

For more information call 13 13 65 or visit www.ausgrid.com.au

APPENDIX H - ii

SERVICES PLANS (BEFORE YOU DIG AUSTRALIA)

- ii. Water &, Sewer
 - Hunter Water



Before You Dig Australia (BYDA)

Location Information

Hunter Water Corporation
36 Honeysuckle Drive
NEWCASTLE NSW 2300

To:

ADW Johnson - Darren Lewis
335 Hillsborough Road Shop 7
Warners Bay NSW 2282

Enquiry Details	
Utility ID	80220
Job Number	37760928
Sequence Number	245680250
Enquiry Date	08/10/2024 10:22
Response	AFFECTED
Address	100 Ryans Road Gillieston Heights
Location in Road	Road, Footpath, Nature Strip
Activity	Manual Excavation

Enquirer Details	
Customer ID	3028308
Contact	Darren Lewis
Company	ADW Johnson
Email	darrenl@adwjohnson.com.au
Phone	+61249785100

Enquirer Responsibilities

HWC's provision, and your access to and use, of the data, maps and other information contained in HWC's response to your Before You Dig Australia (BYDA) enquiry (Information) are subject to the following terms and conditions and any additional disclaimers contained in HWC's response.

1. Nature of HWC's assets

You acknowledge and accept that:

- (a) water in HWC mains is under pressure and may cause injury or damage if a main is damaged;
- (b) HWC sewer mains can be under pressure and may cause injury or damage if a main is damaged;
- (c) HWC recycled water mains can be under pressure and may cause injury or damage if a main is damaged;
- (d) HWC services are laid at varying depths;
- (e) the Information does not include data related to property services;
- (f) HWC will seek recovery of repair costs if an HWC asset is damaged; and
- (g) all electrical services are to be considered live.

Accordingly, all persons must exercise extreme care and only use hand excavation until the exact location of all assets within a work area is established.

2. Your use of Information

You acknowledge and accept that:

- (a) neither HWC nor BYDA make any representation or give any guarantee, warranty or undertaking (express or implied) as to the currency, accuracy, completeness, effectiveness or reliability of the Information;
- (b) all Information is:
 - i. generated by an automated system based on the information you submit to the BYDA website and it is your responsibility to ensure that the dig site is properly defined in your enquiry;
 - ii. approximate, intended to be of general application and may not be suitable for your specific requirements;
 - iii. unsuitable for scaling purposes; and
 - iv. based on information available to HWC and may not show all existing structures. For example, the location of Private Sewer/Water Mains is the initial indicative location supplied to HWC. This may not be the current location of such mains and not all private mains have been supplied to HWC;
- (c) you must not solely rely on the Information when undertaking underground works;
- (d) all Information is provided for the sole purpose of assisting you to locate HWC assets before excavation (Permitted Purpose) and you must not copy, translate, modify, distribute or make derivative works of the Information except as directly required to achieve the Permitted Purpose;
- (e) all Information must be used and kept together;
- (f) your access to and use of the Information does not grant you any ownership of or intellectual property rights in the Information;
- (g) in identifying in the Information the presence or potential presence of hazardous or potentially hazardous materials in HWC assets, HWC is not representing or warranting that other HWC assets not identified in the Information as containing or potentially containing hazardous materials do not also contain such materials; and
- (h) in excavating and conducting underground works, you must do so having regard to the fact that asbestos cement pipelines may form part of HWC's water and sewer reticulation systems.

3. Your other obligations

You are responsible for, amongst other things:

- (a) exposing underground structures, including HWC assets, by pot-holing using hand-held tools or vacuum techniques to determine the precise location and extent of structures before any mechanical means of excavation are used;
- (b) protecting underground structures, including HWC assets, from damage and interference;
- (c) maintaining acceptable clearances between HWC assets and structures belonging to others;
- (d) ensuring that backfilling in the vicinity of HWC assets complies with HWC's requirements (as set out on HWC's website or otherwise communicated to you by HWC);
- (e) notifying HWC immediately of any damage caused or threat of damage to any HWC asset; and
- (f) ensuring that plans are approved by HWC (usually by stamping) prior to landscaping or building over or in the vicinity of any HWC asset.

Enquirer Responsibilities Continued

4. Disclaimer

While HWC takes reasonable care in providing details of its underground assets, due to changes in road and footway alignments and levels, the age and incompleteness of some records and the general nature of the Information, it is not possible to conclusively specify the location of all HWC underground assets, including pipes that contain or may contain hazardous materials.

ALL INFORMATION IS PROVIDED AS GENERAL GUIDANCE ONLY AND SHOULD NOT BE USED OR RELIED UPON IN SUBSTITUTION FOR SPECIALISED PROFESSIONAL INDEPENDENT ADVICE. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE INFORMATION IS AT YOUR OWN RISK.

If you have any questions or concerns about the appropriateness, reliability or application of any Information you must seek advice from a relevantly qualified professional. Further, dealing with hazardous materials is potentially dangerous, and you must always seek advice where the Information provides that HWC's assets contain or may contain hazardous materials.

HWC makes no representation and gives no warranty or undertaking (express or implied) as to the currency, accuracy, completeness, effectiveness or reliability of the Information or that the Information can be used for any purpose in substitution for specialised, professional and independent advice.

5. Limitation of liability

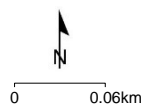
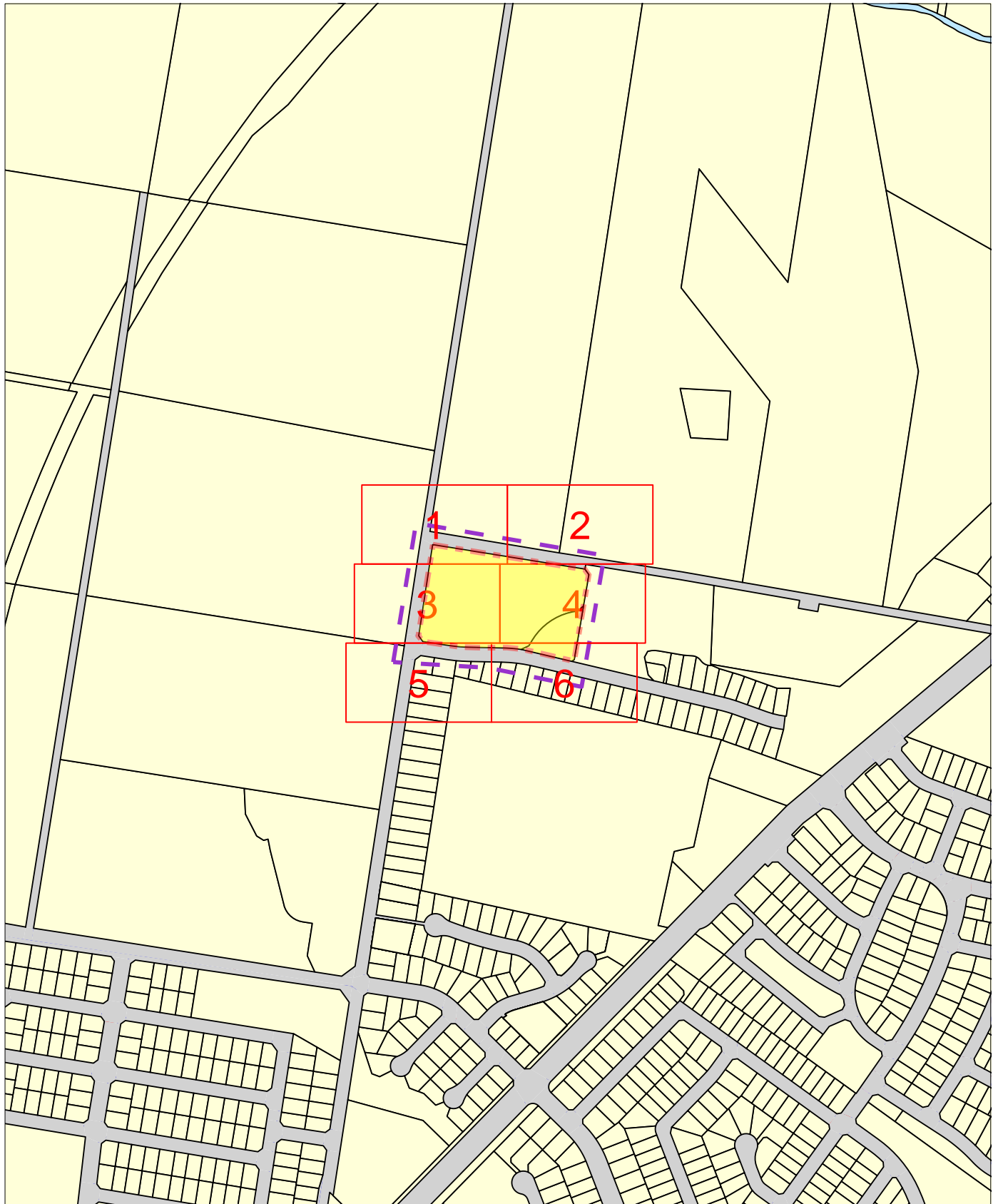
To the fullest extent permitted by law:

- (a) all conditions and guarantees concerning the Information (whether as to quality, outcome, fitness, care, skill or otherwise) expressed or implied by statute, common law, equity, trade, custom, usage or otherwise are expressly excluded and to the extent such conditions and guarantees cannot be excluded, HWC's liability is limited to either of the following (as nominated by HWC):
 - i. HWC supplying the Information to you again; or
 - ii. HWC paying you the cost of having the Information supplied to you again.
- (b) HWC is not responsible for and you release HWC from any actions, liabilities, losses, damages, costs, claims, expenses, injuries or other claims whatsoever (including loss of revenue, use, production, goodwill, profit, business, contract, anticipated savings, financing costs, increased operating costs or other purely financial, economic, special or indirect loss or damage) arising out of:
 - i. your access to or use of the Information;
 - ii. any delay in HWC providing you with Information;
 - iii. your reliance on the Information or its inability to meet your needs;
 - iv. your failure to correctly or accurately:
 - (1) submit relevant or valid data to BYDA; or
 - (2) use or interpret Information provided to you by HWC; or
 - v. any failure, interruption or corruption of any Information;
- (c) you must indemnify HWC and its employees, agents and officers from and against all actions, liabilities, losses, damages, costs, claims, expenses, injuries and other claims arising out of or in connection with HWC providing you with incorrect or incomplete Information; and you assume all risk associated with your use of BYDA and HWC's websites and you release BYDA and HWC from and against all actions, liabilities, losses, damages, costs, claims, expenses, injuries or other claims which may arise in respect of such usage.



Overview Map

Sequence No: 245680250
100 Ryans Road Gillieston Heights



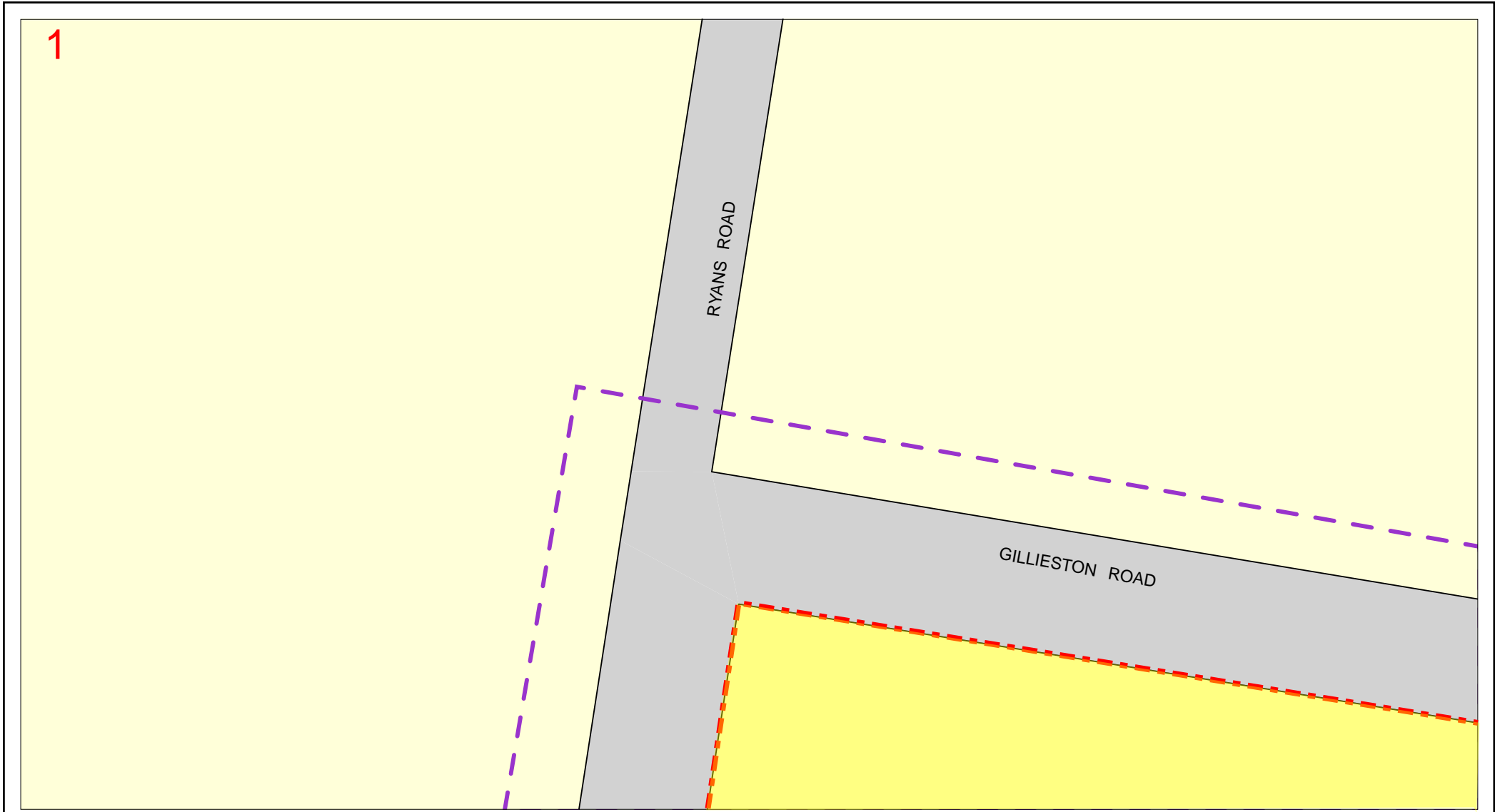
LEGEND:





Map 1

Sequence No: 245680250



<p>0.006km</p>	<p>IMPORTANT</p> <p>THIS PLAN IS NOT TO BE USED FOR CONVEYANCING</p> <p>THIS INFORMATION IS VALID FOR 30 DAYS FROM THE DATE OF ISSUE</p>	<p>SEWER/WATER/RECYCLED WATER/ ELECTRICAL - UTILITY DATA © HUNTER WATER CORPORATION 2019</p> <p>SERVICE LOCATIONS ARE APPROXIMATE. HAND DIG UNTIL ACTUAL LOCATIONS ARE IDENTIFIED. PROPERTY SERVICES ARE NOT SHOWN.</p>	<p>ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.</p> <p>CADASTRAL DATA © Department Finance, Services & Innovation [Nov 2017]</p>
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Map 2

Sequence No: 245680250

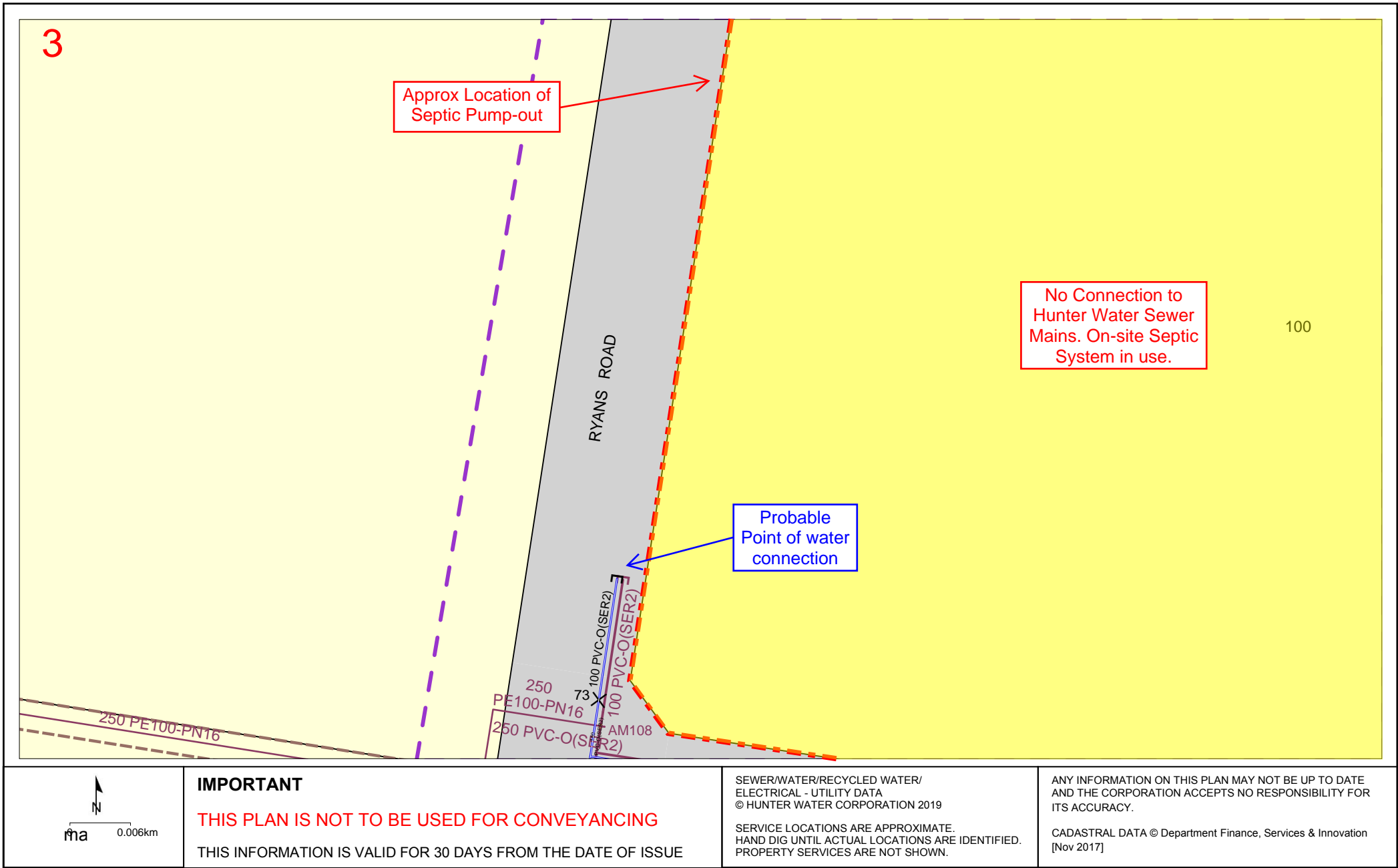


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Map 3

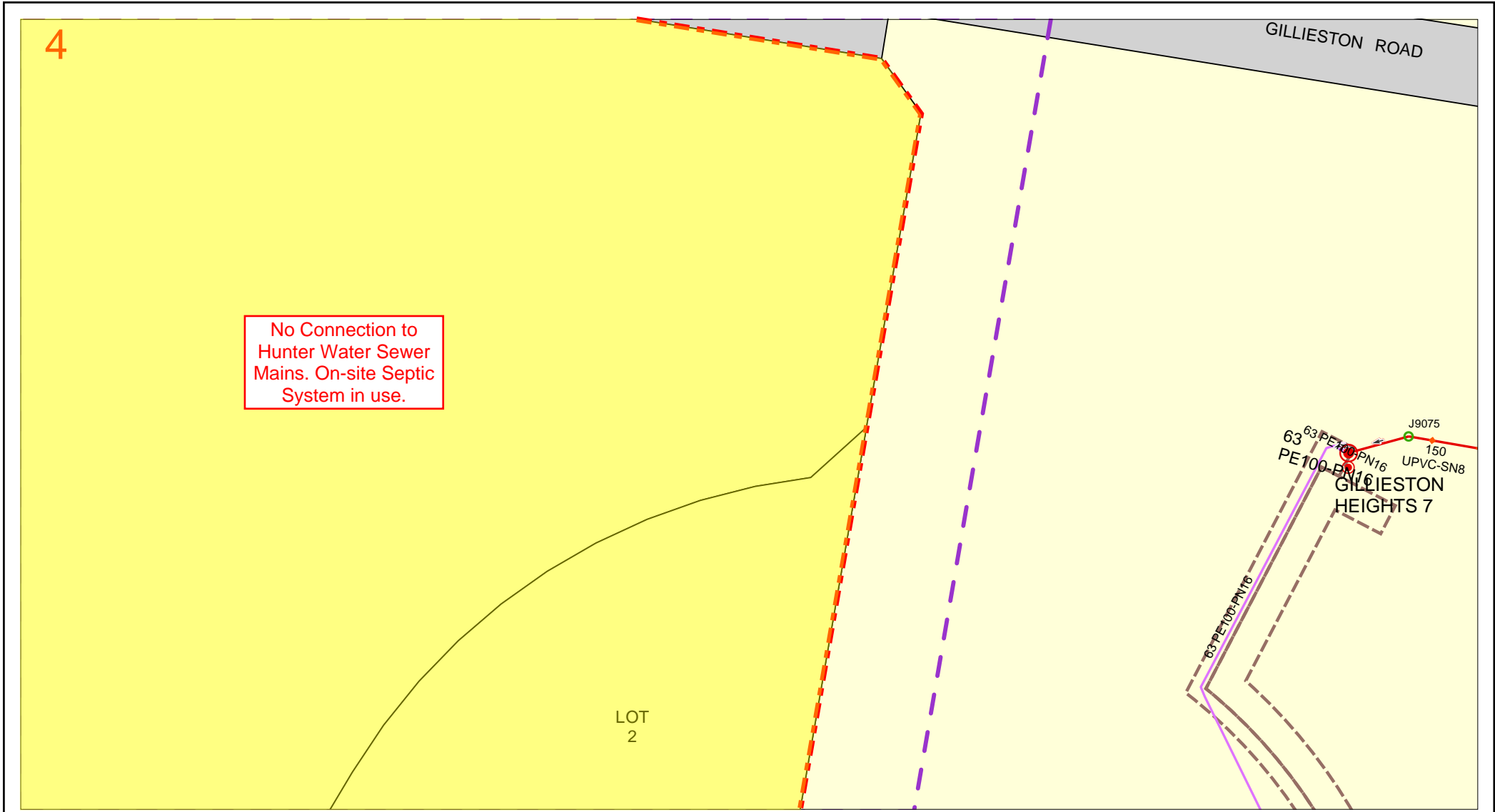
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Map 4

Sequence No: 245680250

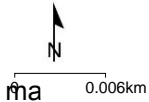
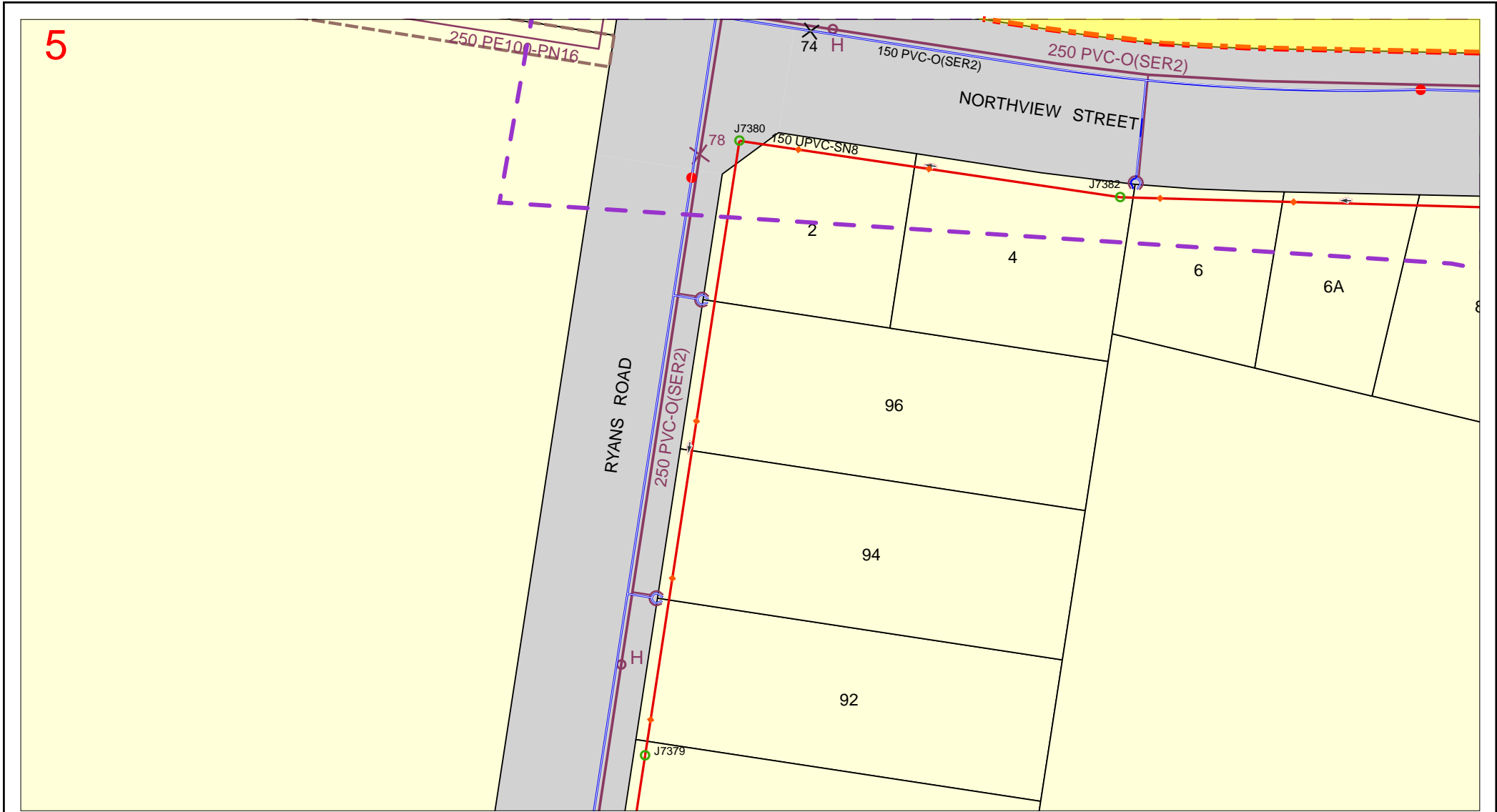


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Map 5

Sequence No: 245680250



IMPORTANT

THIS PLAN IS NOT TO BE USED FOR CONVEYANCING
THIS INFORMATION IS VALID FOR 30 DAYS FROM THE DATE OF ISSUE

SEWER/WATER/RECYCLED WATER/
ELECTRICAL - UTILITY DATA
© HUNTER WATER CORPORATION 2019

SERVICE LOCATIONS ARE APPROXIMATE.
HAND DIG UNTIL ACTUAL LOCATIONS ARE IDENTIFIED.
PROPERTY SERVICES ARE NOT SHOWN.

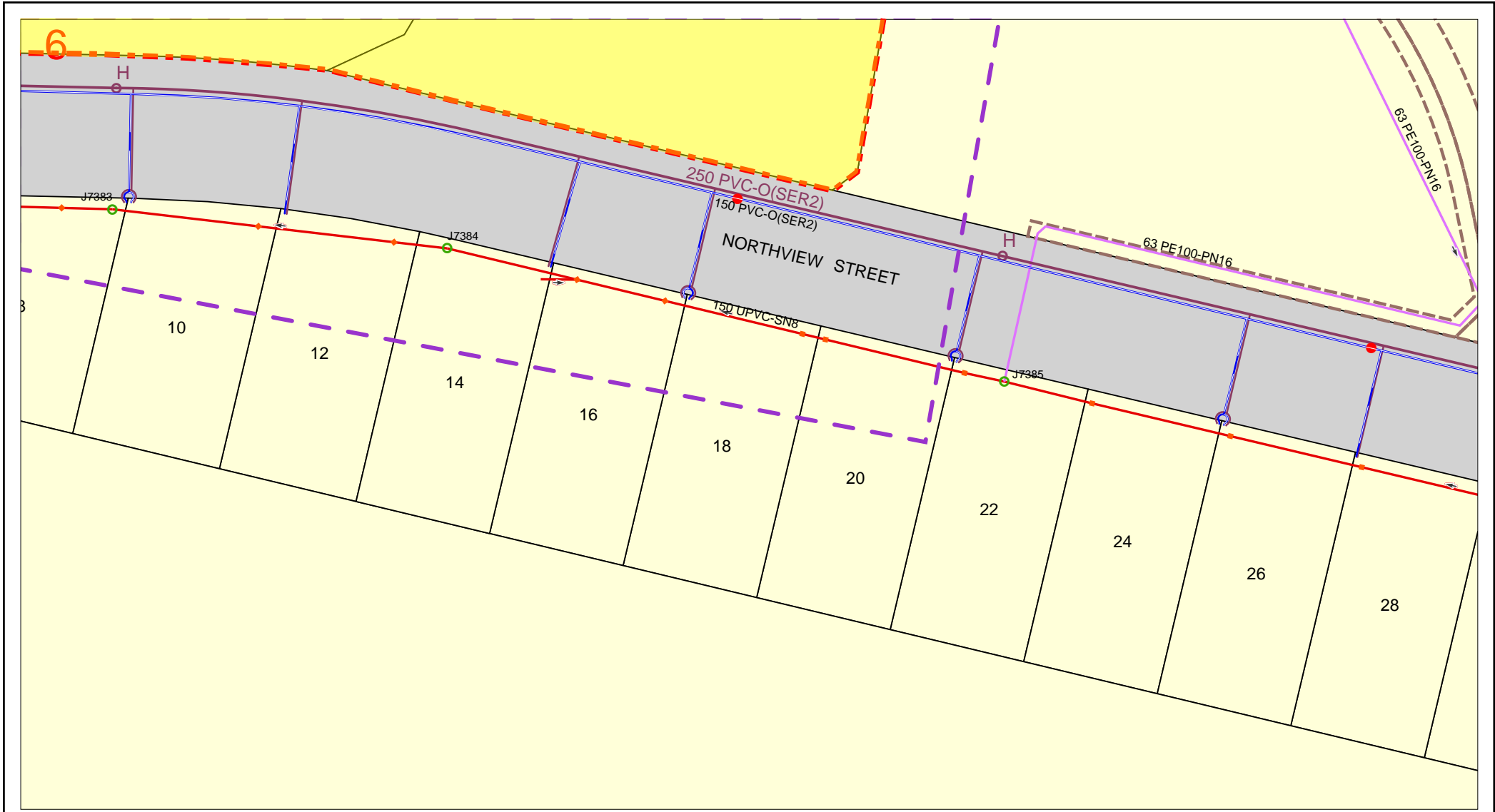
ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE
AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR
ITS ACCURACY.

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[Nov 2017]

























































































Map 6

Sequence No: 245680250



	<p>IMPORTANT</p> <p>THIS PLAN IS NOT TO BE USED FOR CONVEYANCING</p> <p>THIS INFORMATION IS VALID FOR 30 DAYS FROM THE DATE OF ISSUE</p>	<p>SEWER/WATER/RECYCLED WATER/ ELECTRICAL - UTILITY DATA © HUNTER WATER CORPORATION 2019</p> <p>SERVICE LOCATIONS ARE APPROXIMATE. HAND DIG UNTIL ACTUAL LOCATIONS ARE IDENTIFIED. PROPERTY SERVICES ARE NOT SHOWN.</p>	<p>ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.</p> <p>CADASTRAL DATA © Department Finance, Services & Innovation [Nov 2017]</p>
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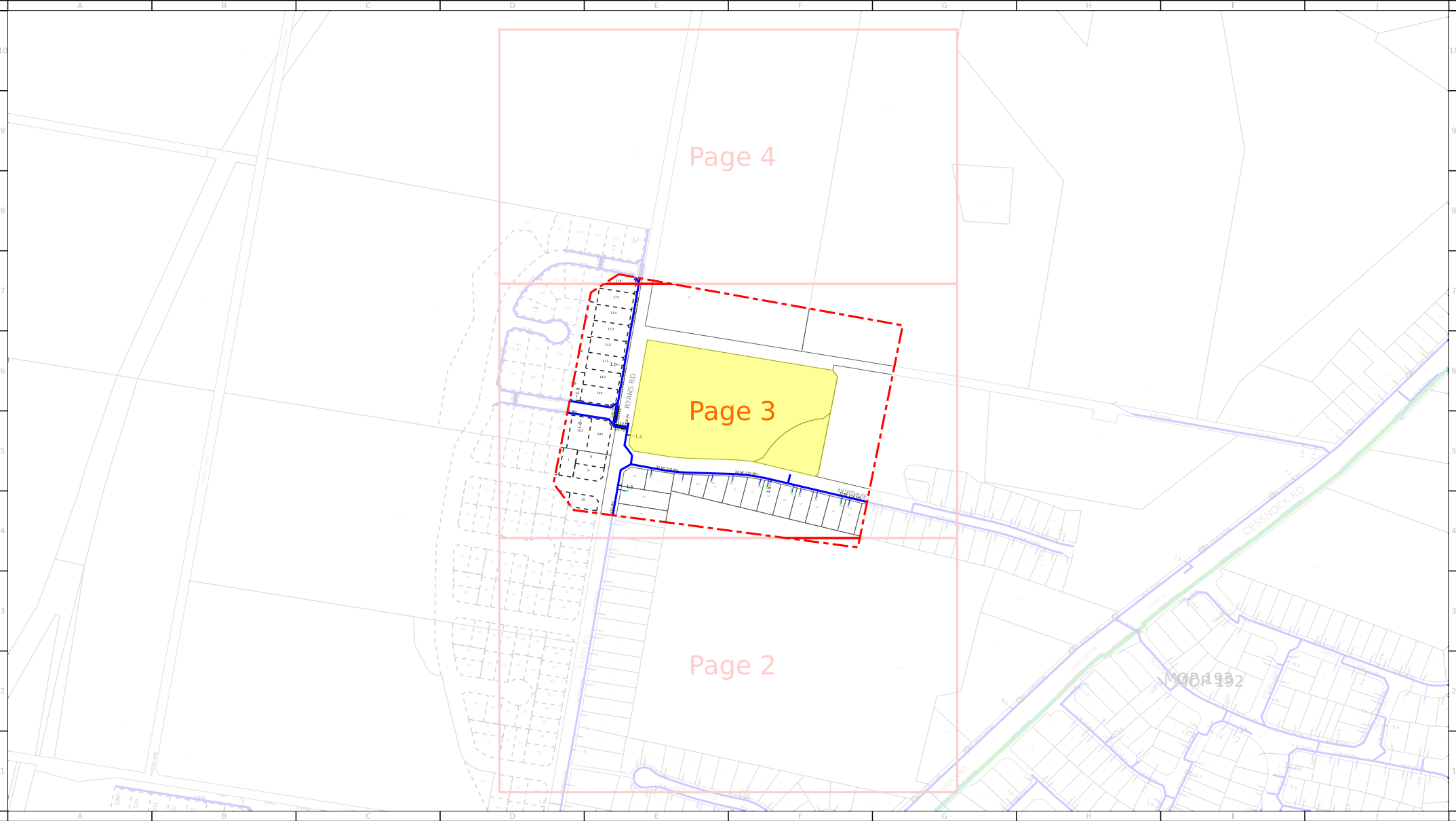
Hunter Water Corporation DBYD Asset Legend

Electrical Assets	Water Assets		RecycledWater Assets	Sewer Assets	StormWater Assets	Land Details
 High Voltage	 Contol Valve	 HWC Rain Gauge	 Air Valve	 Air Valve	 StormWater Assets	 Area of Interest
 Low Voltage	 Hydrant Control Valve	 HWC Stream Flow Gauge	 Reflux Valve Open	 Stop/Butterfly/Ball Valve	 StormWater Network Structure	 Easement Non HWC
 Electrical Pole	 Reflux Valve	 Radio Base	 Stop Valve Open	 Gate Valve	 StormWater Mains	 Fence Line
 Distribution Transformer	 Stop/Scour Valve	 Weather Station	 RecycledWater Hydrant	 Manhole	 Mains Abandon	 Non-HWC Easement
 Air Break Switch	 Tee & Stop Valve	 Piezometer	 Cluster Box	 Cap		 HWC Easement
 Circuit Breaker	 Hydrant	 Bore Site	 End Cap	 Dead End		 Parcel
 High Voltage	 Cluster Box		 Flushing Tap	 Flushing Tank		 Road
 Low Voltage	 End Cap		 Manhole	 H&V Bend		 Water Parcels
	 Flushing Tap		 Scour	 Junction Connection		 Hazardous Material
	 Manhole		 RecycledWater Meter	 Outfall		 Map Sheet Index
	 Scour		 RecycledWater Network Structure	 Overflow		
	 Water Meter		 Other Main	 Sewer/Valve Pit		
	 Water Network Structure		 Reticulation Main	 Tangent Point		
	 Other Main		 Reticulation Main Encased/Conduit	 Sewer Meter		
	 Trunk Main		 Trunk Main	 Sewer Vent		
	 Reticulation Main		 Trunk Main Encased/Conduit	 Sewer Network Structure		
	 Water Encased Mains		 RecycledWater Encased Mains	 Other Main		
	 Water Prelaid Service		 RecycledWater Prelaid Service	 Gravity Main		
				 Pressure/Vacuum Main		
				 Effluent Main		
				 Outfall		
				 Overflow Main		
				 Rising Main		
				 Sewer Encased Mains		

APPENDIX H - iii

SERVICES PLANS (BEFORE YOU DIG AUSTRALIA)

- iii. Gas
 - Jemena Gas North



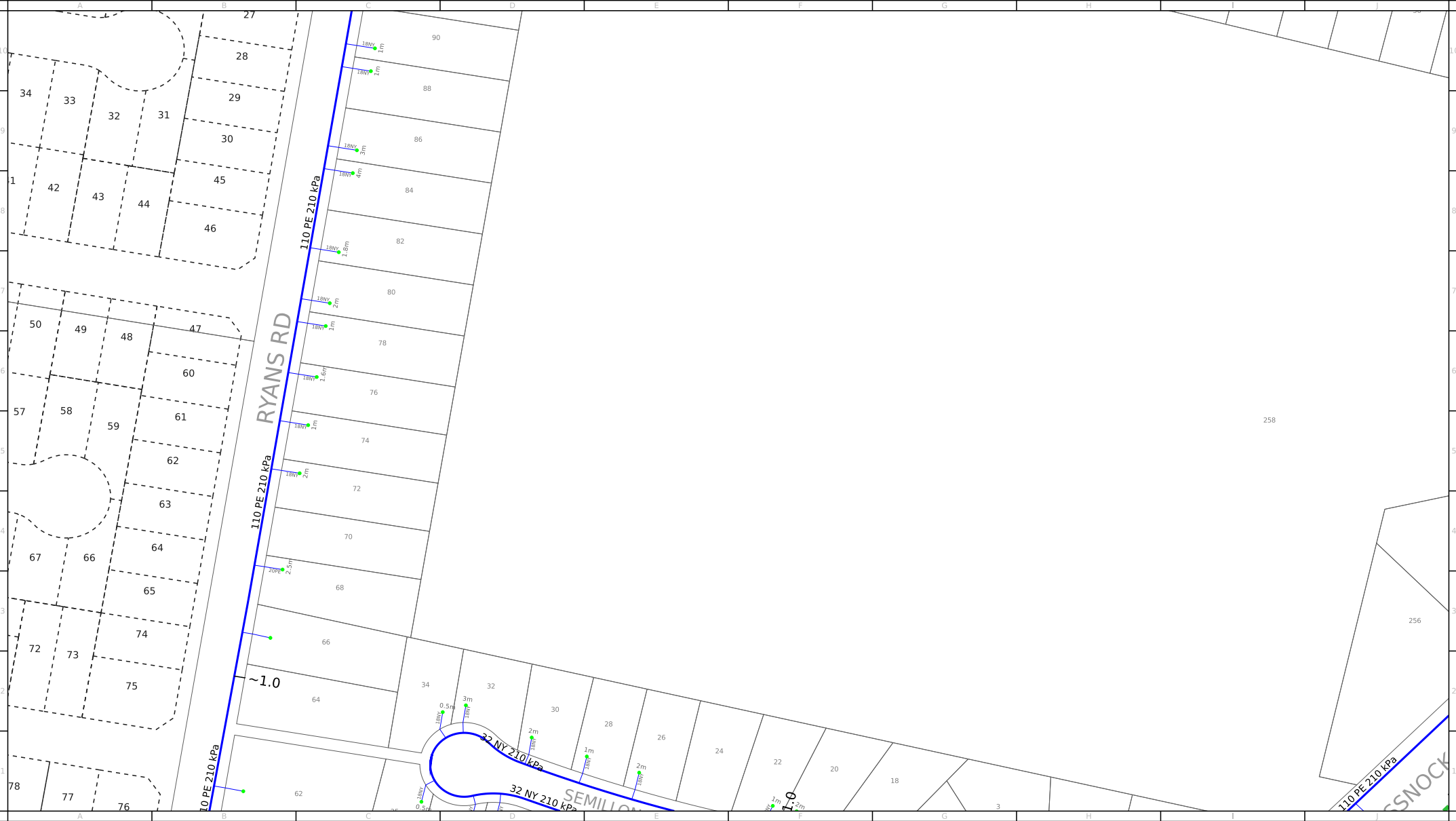
For legend details, please refer to the Coversheet attachment provided as part of this BYDA response.



Scale: 1:6301

Issue Date: 08/10/2024
BYDA Seq No: 245680251
BYDA Job No: 37760928
Overview Page:

WARNING: This is a representation of Jemena Gas Networks underground assets only and may not indicate all assets in the area. It must not be used for the purpose of exact asset location in order to undertake any type of excavation. Please read all conditions and information on the attached information sheet. This extract is subject to those conditions. The information contained on this plan is only valid for 28 days from the date of issue.

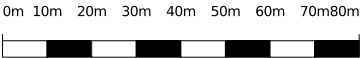


For legend details, please refer to the Coversheet attachment provided as part of this BYDA response.

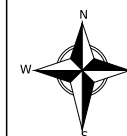
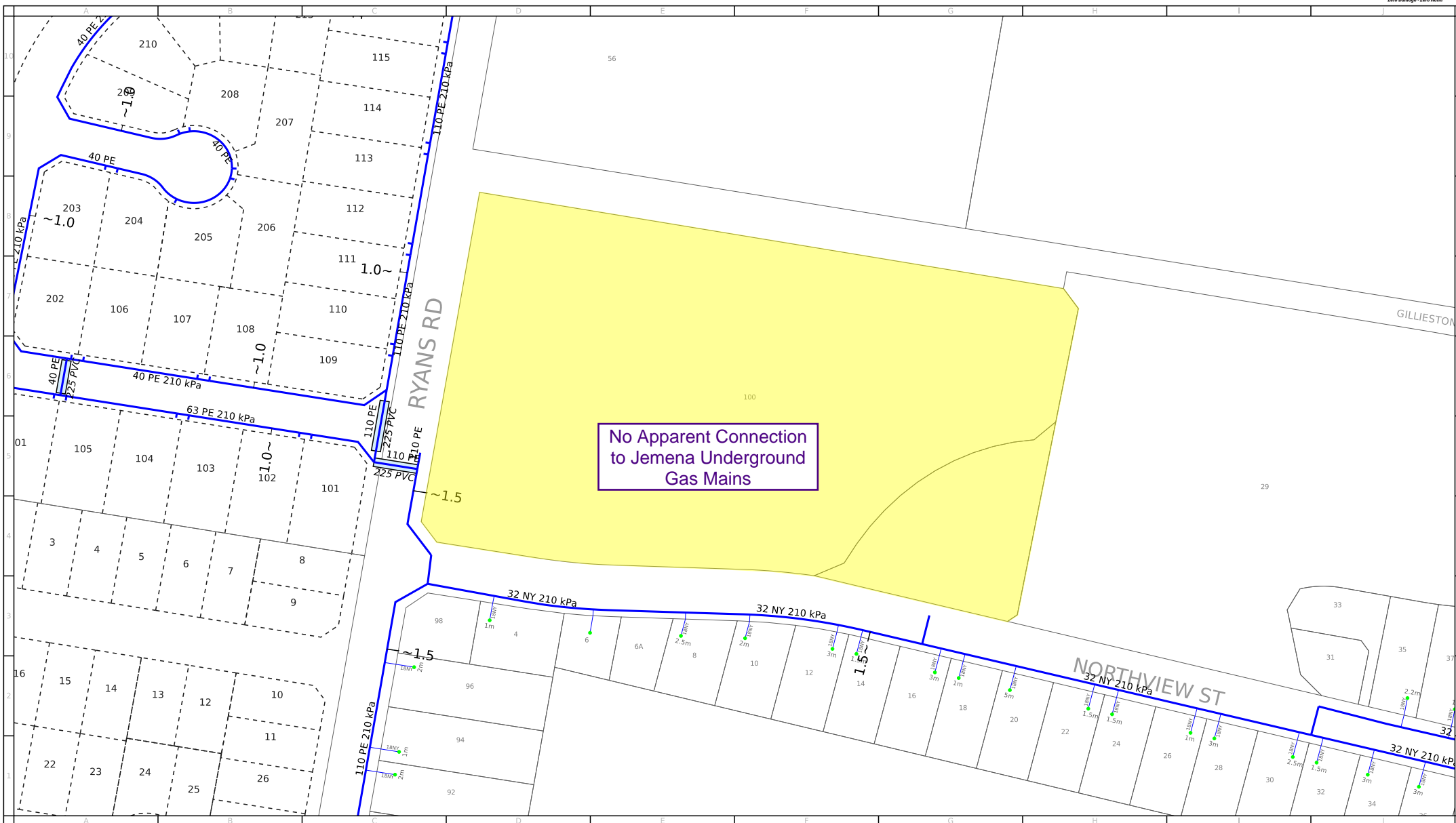


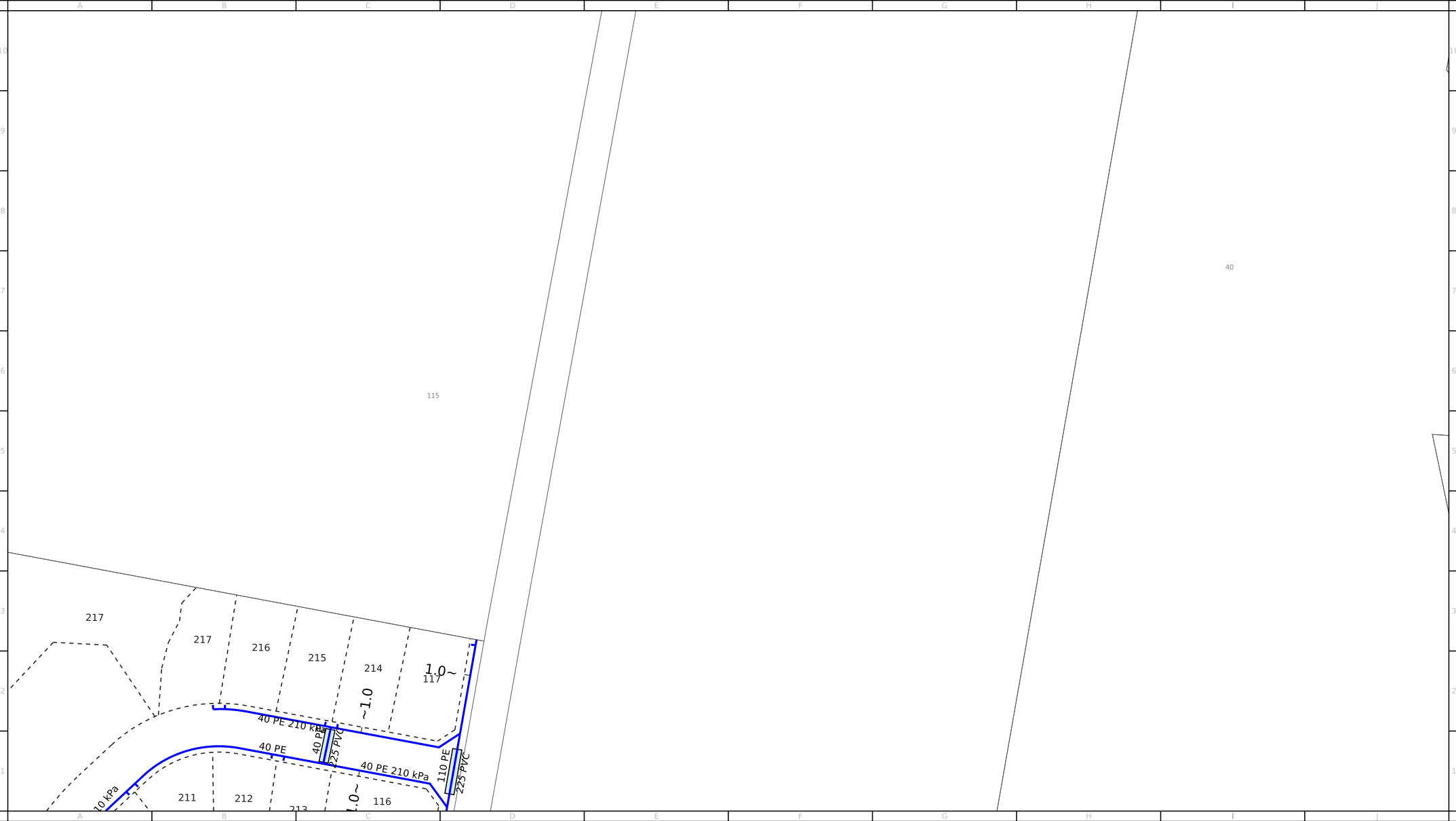
Scale:1:2000

Issue Date: 08/10/2024
BYDA Seq No: 245680251
BYDA Job No: 37760928



WARNING: This is a representation of Jemena Gas Networks underground assets only and may not indicate all assets in the area. It must not be used for the purpose of exact asset location in order to undertake any type of excavation. This plan is diagrammatic only, and distances scaled from this plan may not be accurate. Please read all conditions and information on the attached information sheet. This extract is subject to those conditions. The information contained on this plan is only valid for 28 days from the date of issue.





For legend details, please refer to the Coversheet attachment provided as part of this BYDA response.



Scale:1:2000

Issue Date: 08/10/2024
BYDA Seq No: 245680251
BYDA Job No: 37760928



WARNING: This is a representation of Jemena Gas Networks underground assets only and may not indicate all assets in the area. It must not be used for the purpose of exact asset location in order to undertake any type of excavation. This plan is diagrammatic only, and distances scaled from this plan may not be accurate. Please read all conditions and information on the attached information sheet. This extract is subject to those conditions. The information contained on this plan is only valid for 28 days from the date of issue.

ASSETS AFFECTED

This information is only valid for 28 days from the date of issue

Please note that there are **Gas Mains or Services** in the vicinity of your intended work, as generally illustrated on the attached map. There may also be other mains or services at the location. For an explanation of the map, please see the legend attachment and read the important information below.

Please note that you have duty of care to ensure that Jemena's assets are not compromised or damaged during any digging, future development or construction work.

Excavation Guidelines:

It is essential that the location of gas pipe/s are confirmed by carefully pot-holing by hand excavation prior to proceeding with mechanical excavation in the vicinity of gas pipes. If you cannot locate the pipe, contact the local depot.

Important Information:

1. The enclosed plans have been prepared solely for the use of Jemena Gas Networks (NSW) Ltd and Jemena Asset Management Pty Ltd (together "Jemena") and show the position of Jemena's underground gas mains and installations in public gazetted roads. If the enclosed plans show gas assets located on private property or other third party property, these are approximate locations.
2. There may be underground assets owned by other utilities in the vicinity of your work and it is your responsibility to identify and locate such assets.
3. The plans may show the position of underground mains and installations relative to fences, buildings and other structures, as they existed at the time the assets were installed and may not have been updated to take account of any subsequent change in the location or style of those features. Depth of underground assets may also vary as a result of changes to road, footpath or surface levels subsequent to installation.
4. While Jemena takes all reasonable care to ensure the accuracy and completeness of the information provided, it makes no warranty as to the accuracy or completeness of the enclosed plans and does not assume any duty of care to you nor any responsibility for the accuracy, adequacy, suitability or completeness of the plans or for any error or omission. It is intended to be indicative only and must not be solely relied upon when undertaking underground works.
5. Except to the extent that liability may not be capable of being lawfully excluded, Jemena, its employees, agents, officers and contractors will not be liable to any person for loss or damage (including indirect and consequential loss or damage) which may be suffered or incurred in connection with the provision of this information.
6. Persons excavating or carrying out other earthworks will be held responsible for any damage caused to Jemena's underground mains, service lines and equipment. In accordance with the *Work Near Underground Assets – Guide* published in 2007 by Work Cover Authority*, Jemena recommends that you carry out potholing by hand to accurately confirm the location of gas mains and installation prior to commencing excavations.

Network Mains

	Proposed New Main (coloured as per kPa)
	Proposed Isolate (coloured as per kPa)
	Unknown kPa
	2kPa Low Pressure gas main
	7kPa Low Pressure gas main
	30kPa Medium pressure gas main
	100kPa Medium Pressure gas main
	210kPa Medium Pressure gas main
	300kPa Medium Pressure gas main
	400kPa Medium Pressure gas main
	1050kPa High Pressure gas main
	3500kPa High Pressure gas main
	7000kPa High Pressure gas main
	>7000kPa Transmission pipeline
	Isolated Service - Former Med/High Pressure
	Isolated Steel Main - Treat as High Pressure
	Conduit or Casing
100 PVC	Size & Material (see conduit material codes)
	Critical Main - Treat as High Pressure (Main coloured as per kPa)
	Exposed Main section
	Shallow Main section: see Protection Code below, no code assume no protection
SP	Steel Plate
PP	PE Plate
CS	Concrete Slab
CE	Concrete Encased
UNK	Unknown Type
	Warning - Blue Jacket Coated gas main (Main coloured and styled as per kPa)

Gas Services

	Gas service – coloured by kPa
	Serviced Site indicator

Jemena has created service pipe features programmatically based on known pipe characteristics and cartographic principles. They may provide guidance to identify assets whilst in the field in addition to existing processes.

Network Assets

	Siphon
	Network Valve
	High Pressure Main Line Valve (≥ 1050 kPa)
	High Pressure Automatic Line Break Valve (> 1050 kPa)
	Boundary Regulator Set (≤ 1050 kPa)
	Distribution Regulator Set (≤ 1050 kPa)
	High Pressure Regulating Station (> 1050 kPa)

Annotations

Pipe and Conduit Material Codes

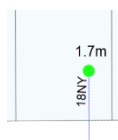
NY	Nylon	NB	Nominal Bore – Cast Iron
PE	Polyethylene	ST	Steel
P/PL	Plastic (undefined)	C/CO	Copper
PVC	Polyvinyl Chloride		

Pipe code combinations and dimension references

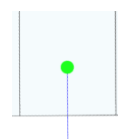
	NB 50MM NY	50mm Nylon main inserted into 6 inch (Nominal Bore) Cast Iron pipe
	50MM 32MM NY	32mm Nylon main inserted into 50mm Steel pipe

~1.5 Distance (in metres) of main from Boundary Line (MBL)

MBK	Distance in Metres Back of Kerb
MKL	Distance in Metres from Kerb Line
MEBL	Distance in Metres from Eastern Boundary Line (North/South/West)
MCL	Distance in Metres from Centre Line of Road
MFL	Distance in Metres from Fence Line



Distance (in metres) of service from side Boundary where the service pipe crosses from the road reserve into the private lot
Service placed towards left or right boundary
Service pipe size & material where known

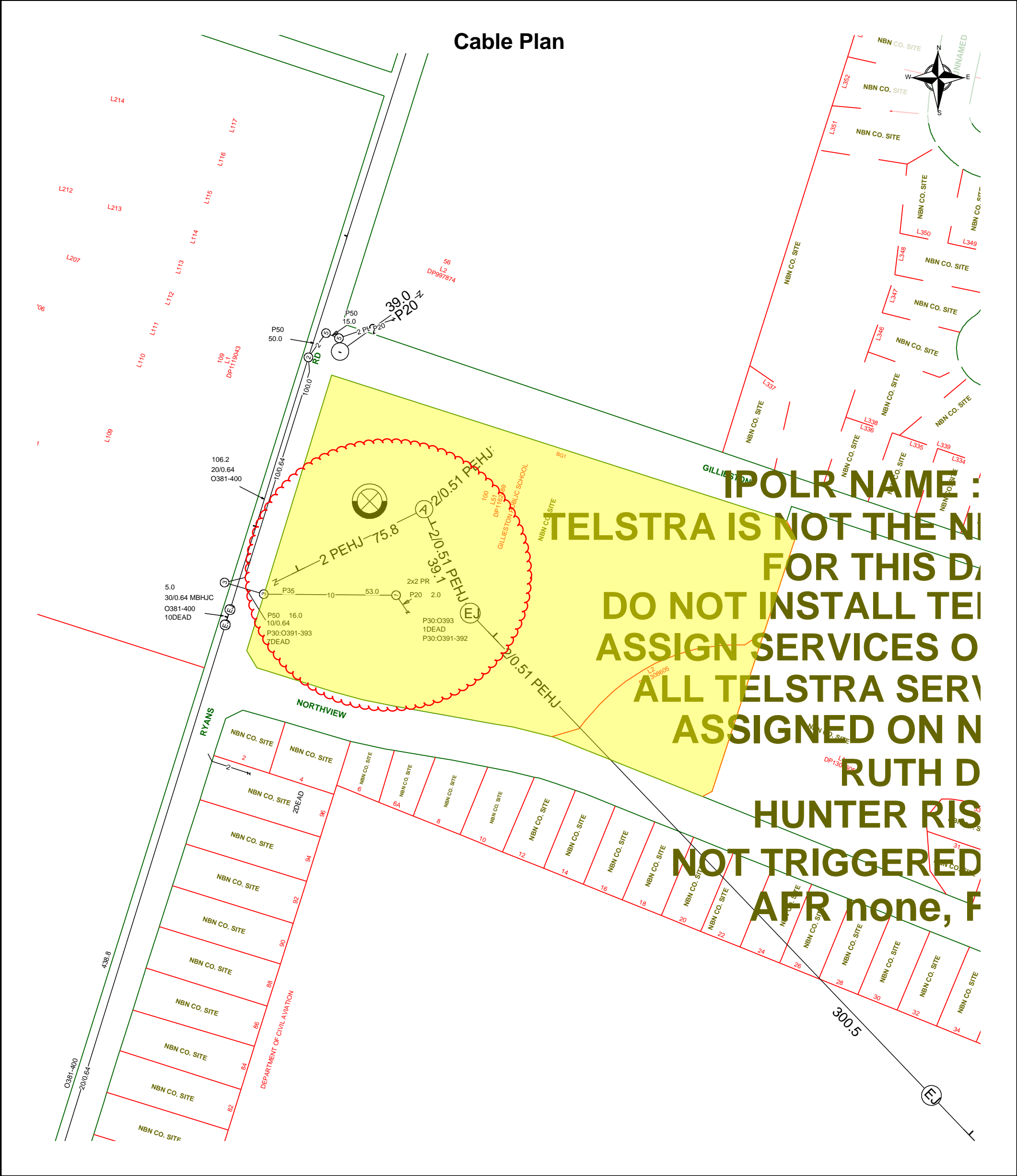


For connected sites with insufficient asset details, service is shown down the centre of the lot with no attributes plotted


APPENDIX H - iv

SERVICES PLANS (BEFORE YOU DIG AUSTRALIA)

- iv. Communications
 - Telstra NSW Central
 - NBN Co NswAct



**IPOLR NAME :
TELSTRA IS NOT THE N
FOR THIS D
DO NOT INSTALL TEL
ASSIGN SERVICES O
ALL TELSTRA SER
ASSIGNED ON N
RUTH D
HUNTER RIS
NOT TRIGGERED
AFR none, F**

	Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-equipment Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 245680252
	TELSTRA LIMITED A.C.N. 086 174 781	CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.
	Generated On 08/10/2024 11:28:44	

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING

Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.

As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.

Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it.

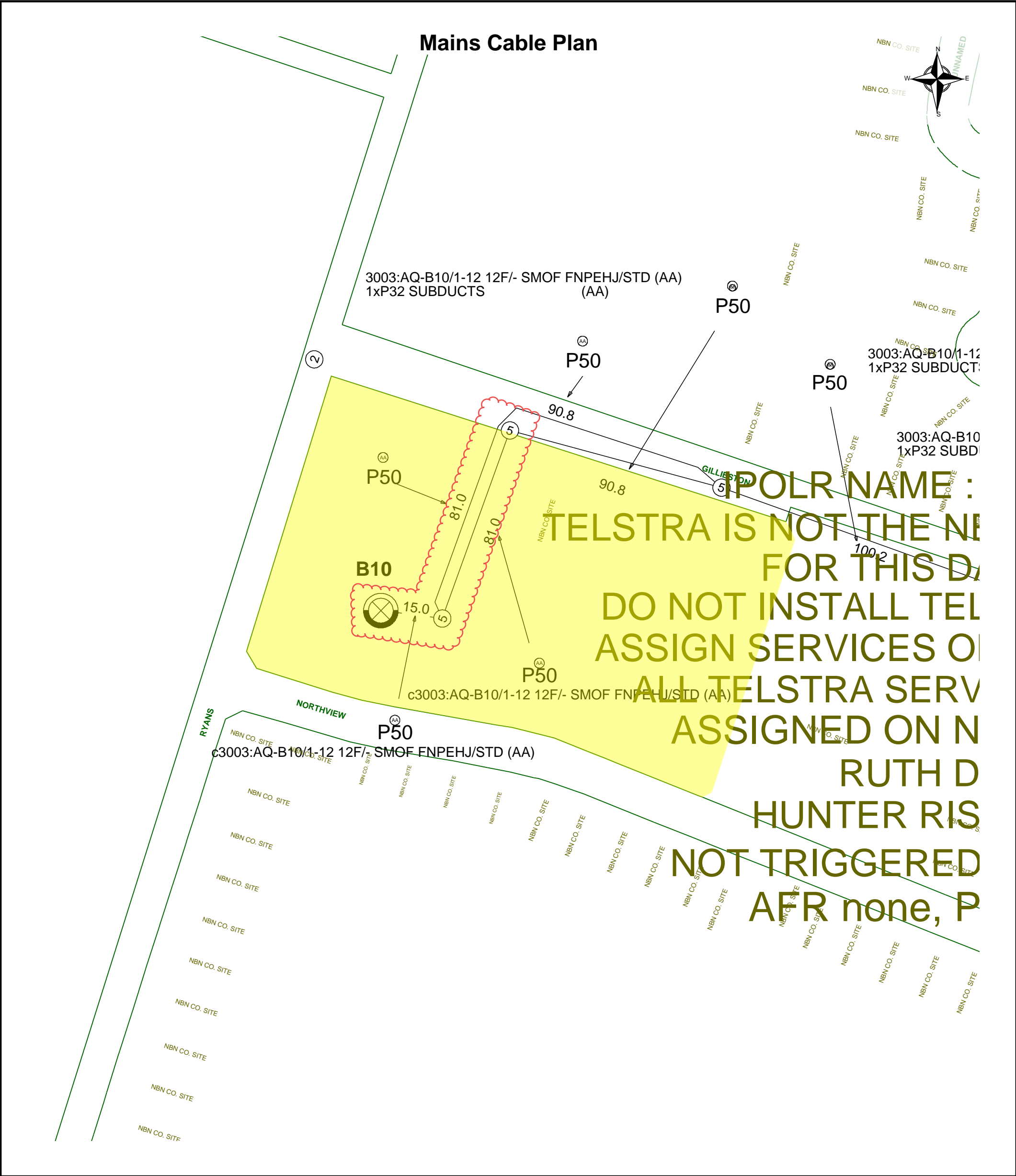
Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.


Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.

A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

Page 1 of 2

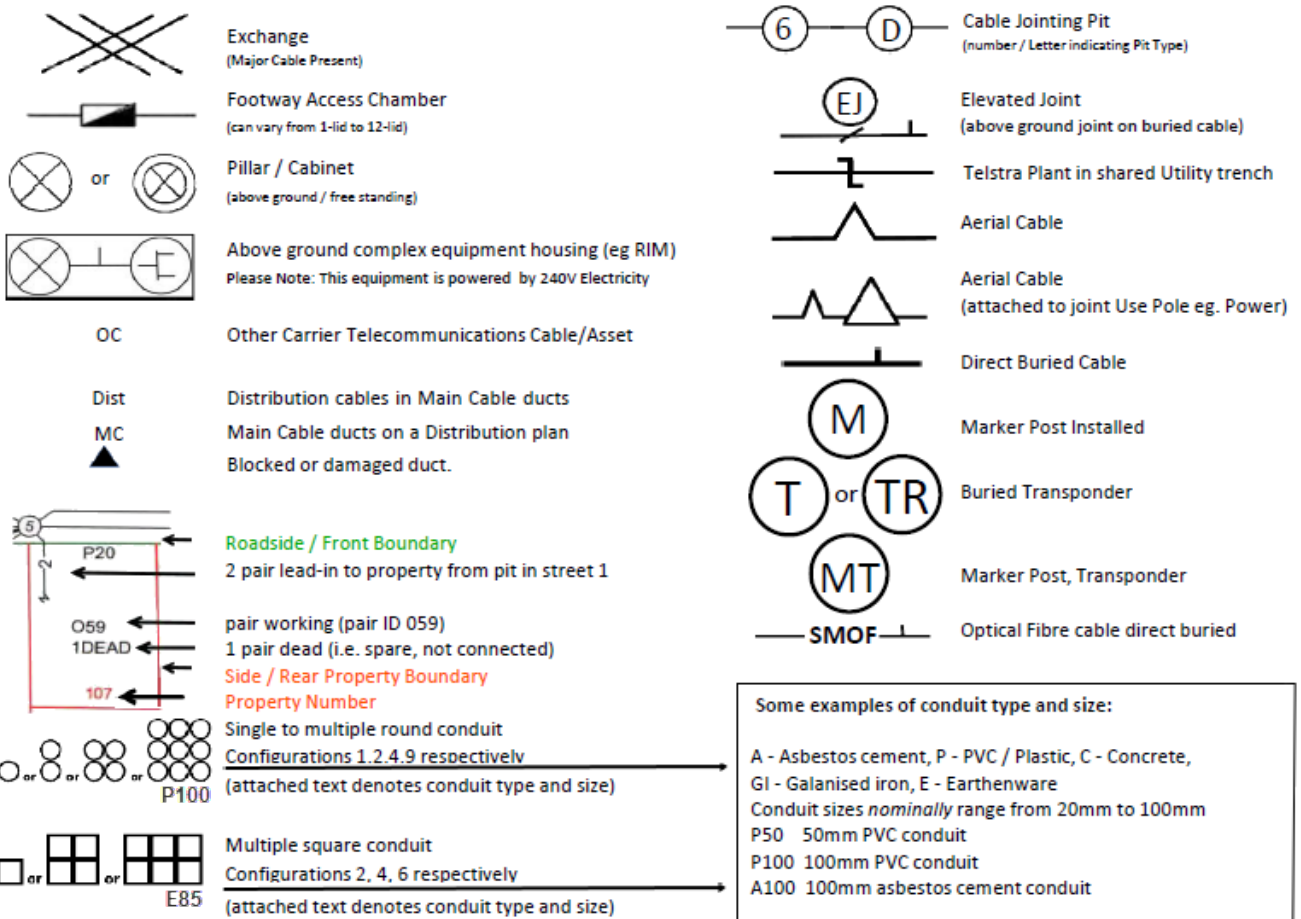


	Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-equipment Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 245680252
	TELSTRA LIMITED A.C.N. 086 174 781	CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.
	Generated On 08/10/2024 11:28:45	

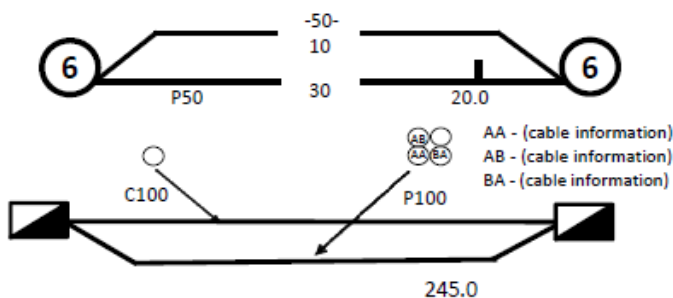
WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

LEGEND



Some Examples of how to read Telstra Plans



One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6-pits, approximately 20.0m apart, with a direct buried 30-pair cable along the same route

Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart. A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along

Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mm Vibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0m Jackhammers/Pneumatic Breakers
- 2.0m Boring Equipment (in-line, horizontal and vertical)

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or Telstra Location Intelligence Team 1800 653 935

Before You Dig Australia

Think before you dig

This document has been sent to you because you requested plans of the Telstra network through Before You Dig Australia (BYDA).

If you are working or excavating near telecommunications cables, or there is a chance that cables are located near your site, you are responsible to avoid causing damage to the Telstra network.

Please read this document carefully. Taking your time now and following the steps below can help you avoid damaging our network, interrupting services, and potentially incurring civil and criminal penalties.

Our network is complex and working near it requires expert knowledge. Do not attempt these activities if you are not qualified to do so.

Disclaimer and legal details



*Telstra advises that the accuracy of the information provided by Telstra conforms to Quality Level D as defined in AS5488-2013.

It is a criminal offence under the Criminal Code Act 1995 (Cth) to tamper or interfere with telecommunications infrastructure.

Telstra will also take action to recover costs and damages from persons who damage assets or interfere with the operation of Telstra's networks.

By receiving this information including the indicative plans that are provided as part of this information package you confirm that you understand and accept the risks of working near Telstra's network and the importance of taking all the necessary steps to confirm the presence, alignments and various depths of Telstra's network. This in addition to, and not in replacement of, any duties and obligations you have under applicable law.

When working in the vicinity of a telecommunications plant you have a "Duty of Care" that must be observed. Please read and understand all the information and disclaimers provided below.

The Telstra network is complex and requires expert knowledge to interpret information, to identify and locate components, to pothole underground assets for validation and to safely work around assets without causing damage. If you are not an expert and/or qualified in these areas, then you must not attempt these activities. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers. Construction activities and/or any activities that potentially may impact on Telstra's assets must not commence without first undertaking these steps. Construction activities can include anything that involves breaking ground, potentially affecting Telstra assets.

If you are designing a project, it is recommended that you also undertake these steps to validate underground assets prior to committing to your design.

This Notice has been provided as a guide only and may not provide you with all the information that is required for you to determine what assets are on or near your site of interest. You will also need to collate and understand all information received from other Utilities and understand that some Utilities are not a part of the BYDA program and make your own enquiries as appropriate. It is the responsibility of the entities undertaking the works to protect Telstra's network during excavation / construction works.

Telstra owns and retains the copyright in all plans and details provided in conjunction with the applicant's request. The applicant is authorised to use the plans and details only for the purpose indicated in the applicant's request. The applicant must not use the plans or details for any other purpose.

Telstra plans or other details are provided only for the use of the applicant, its servants, agents, or CERTLOC Certified Locating Organisation (CLO). The applicant must not give the plans or details to any parties other than these and must not generate profit from commercialising the plans or details.

Telstra, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Telstra against any claim or demand for any such loss or damage.

Please ensure Telstra plans and information provided always remains on-site throughout the inspection, location, and construction phase of any works.

Telstra plans are valid for 60 days after issue and must be replaced if required after the 60 days.

Data Extraction Fees

In some instances, a data extraction fee may be applicable for the supply of Telstra information. Typically, a data extraction fee may apply to large projects, planning and design requests or requests to be supplied in non-standard formats. For further details contact Telstra Planned Services.

Telstra does not accept any liability or responsibility for the performance of or advice given by a CERTLOC Certified Locating Organisation (CLO). Certification is an initiative taken by Telstra towards the establishment and maintenance of competency standards. However, performance and the advice given will always depend on the nature of the individual engagement.

Neither the Certified Locating Organisation nor any of its employees are an employee or agent for Telstra. Telstra is not liable for any damage or loss caused by the Certified Locating Organisation or its employees.

Once all work is completed, the excavation should be reinstated with the same type of excavated material unless specified by Telstra.

The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

When using excavators and other machinery, also check the location of overhead power lines.

Workers and equipment must maintain safety exclusion zones around power lines

WARNING: Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. **FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK.** A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

Privacy Note

Your information has been provided to Telstra by BYDA to enable Telstra to respond to your BYDA request. Telstra keeps your information in accordance with its privacy statement. You can obtain a copy at www.telstra.com.au/privacy or by calling us at 1800 039 059 (business hours only).

OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.
Dependent on the site address and the size of area selected.
You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or
Autodesk Design Review <http://usa.autodesk.com/design-review/> for
DWF files. (Windows PC)



PDF Map Files (max size A3)
Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra BYDA map related enquiries email
Telstra.Plans@team.telstra.com
1800 653 935 (AEST Business Hours only)



REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY
Report online - <https://www.telstra.com.au/forms/report-damage-to-telstra-equipment>
Ph: 13 22 03
If you receive a message asking for a phone or account number say:
“I don’t have one” then say “Report Damage” then press 1 to speak
to an operator.



Telstra New Connections / Disconnections
13 22 00



Telstra asset relocation enquiries: 1800 810 443 (AEST business
hours only).
NetworkIntegrity@team.telstra.com
<https://www.telstra.com.au/consumer-advice/digging-construction>



Telstra Aerial Assets Group (overhead network)
1800 047 909

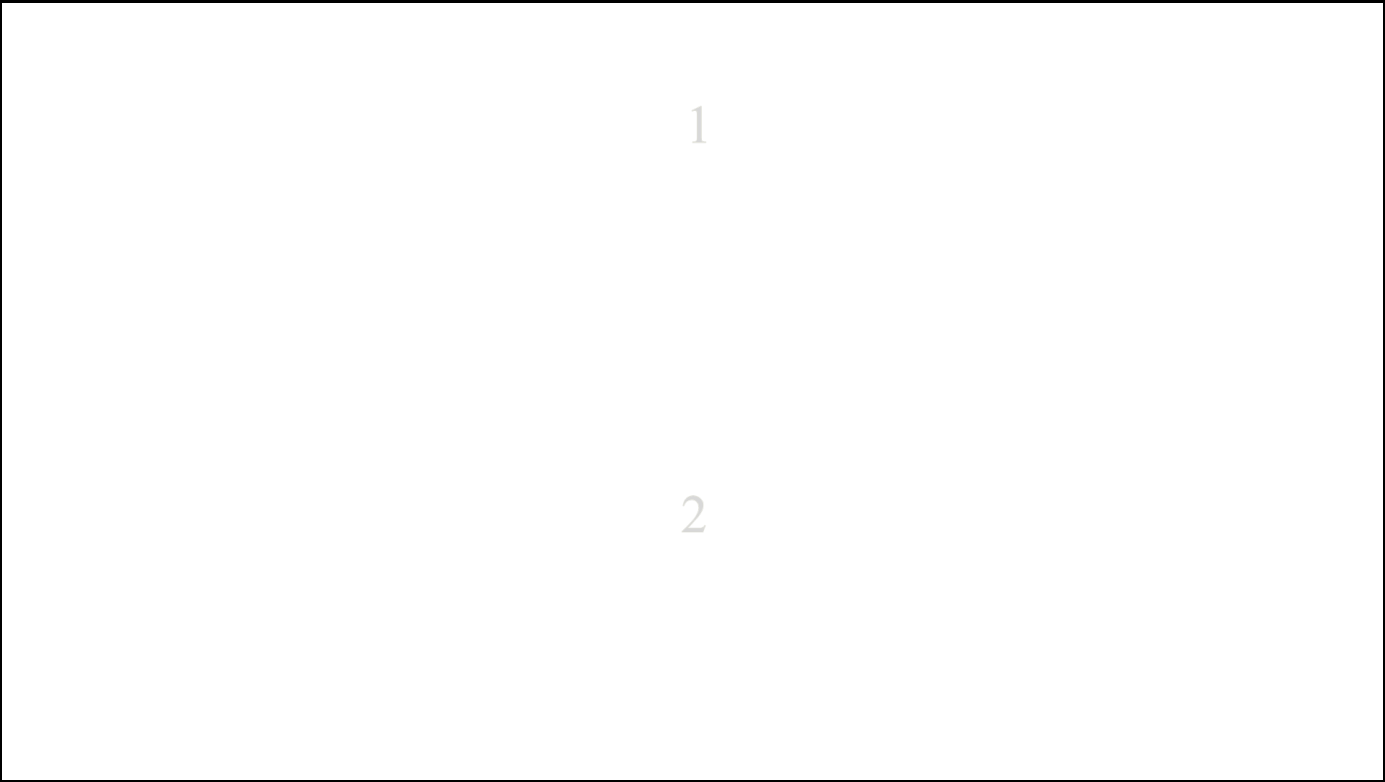


CERTLOC Certified Locating Organisation (CLO)
certloc.com.au/locators/

To: Darren Lewis
Phone: Not Supplied
Fax: Not Supplied
Email: darrenl@adwjohnson.com.au

Dial before you dig Job #:	37760928	
Sequence #	245680248	
Issue Date:	08/10/2024	
Location:	100 Ryans Road , Gillieston Heights , NSW , 2321	

Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans

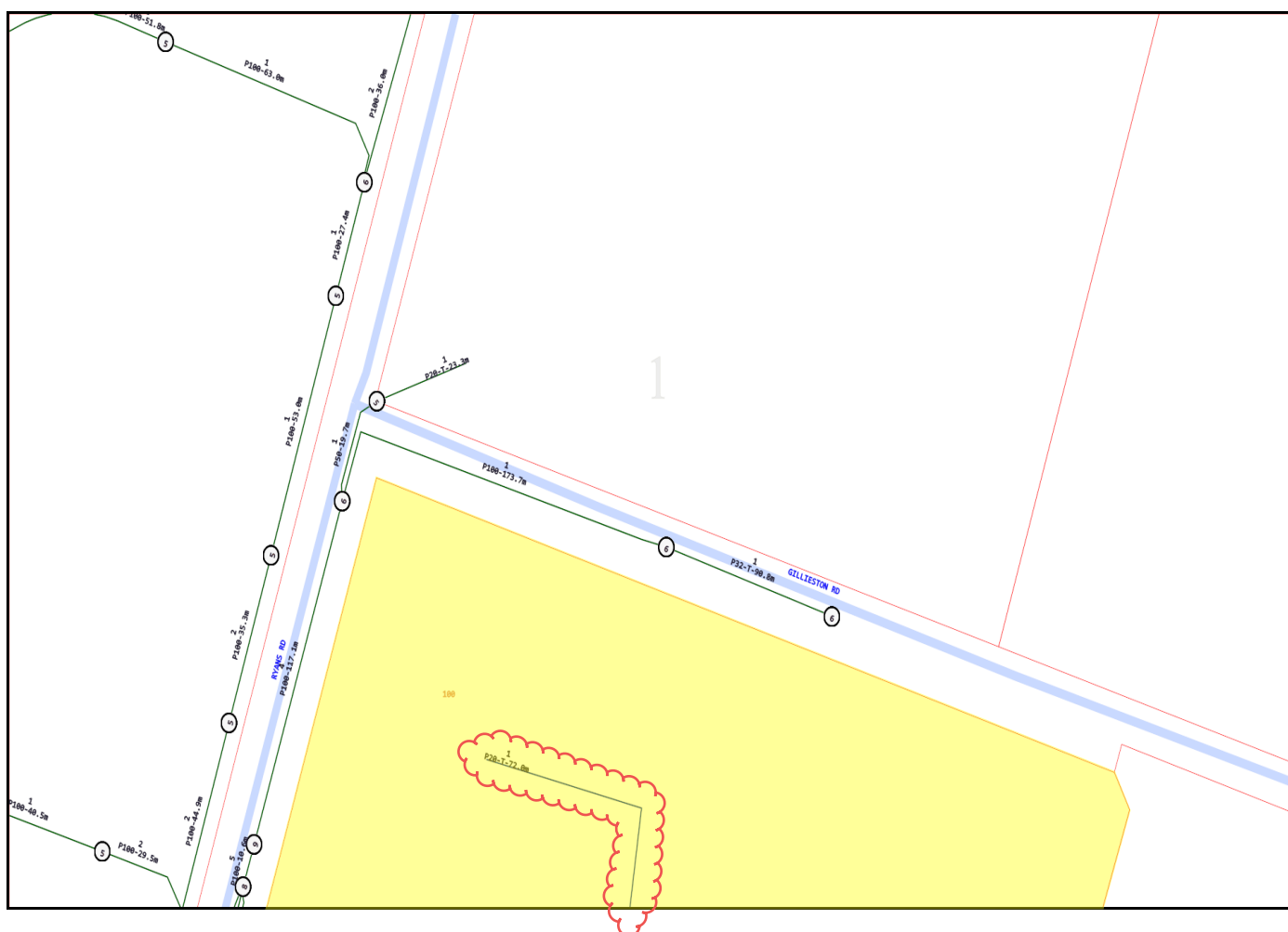


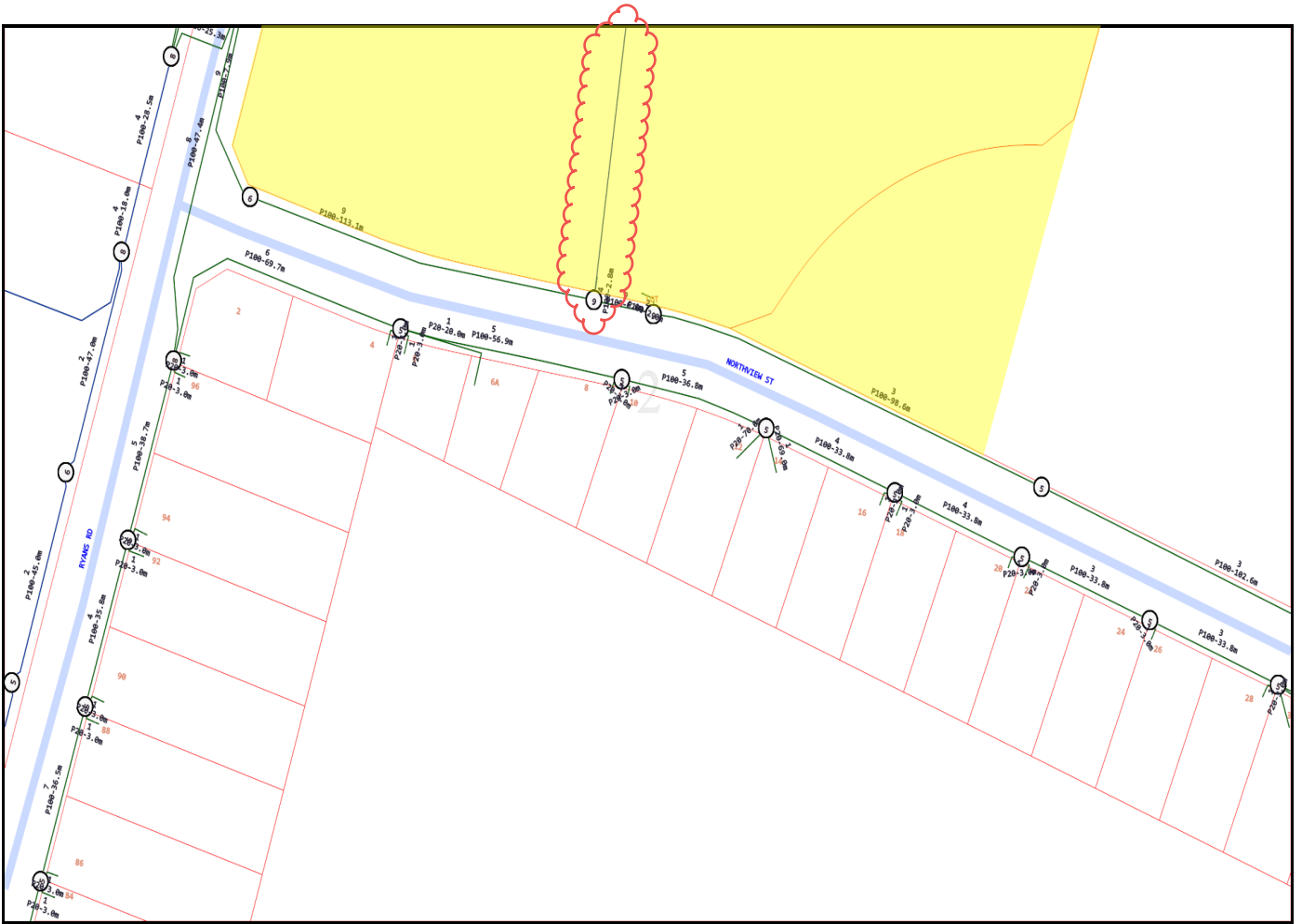


LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m





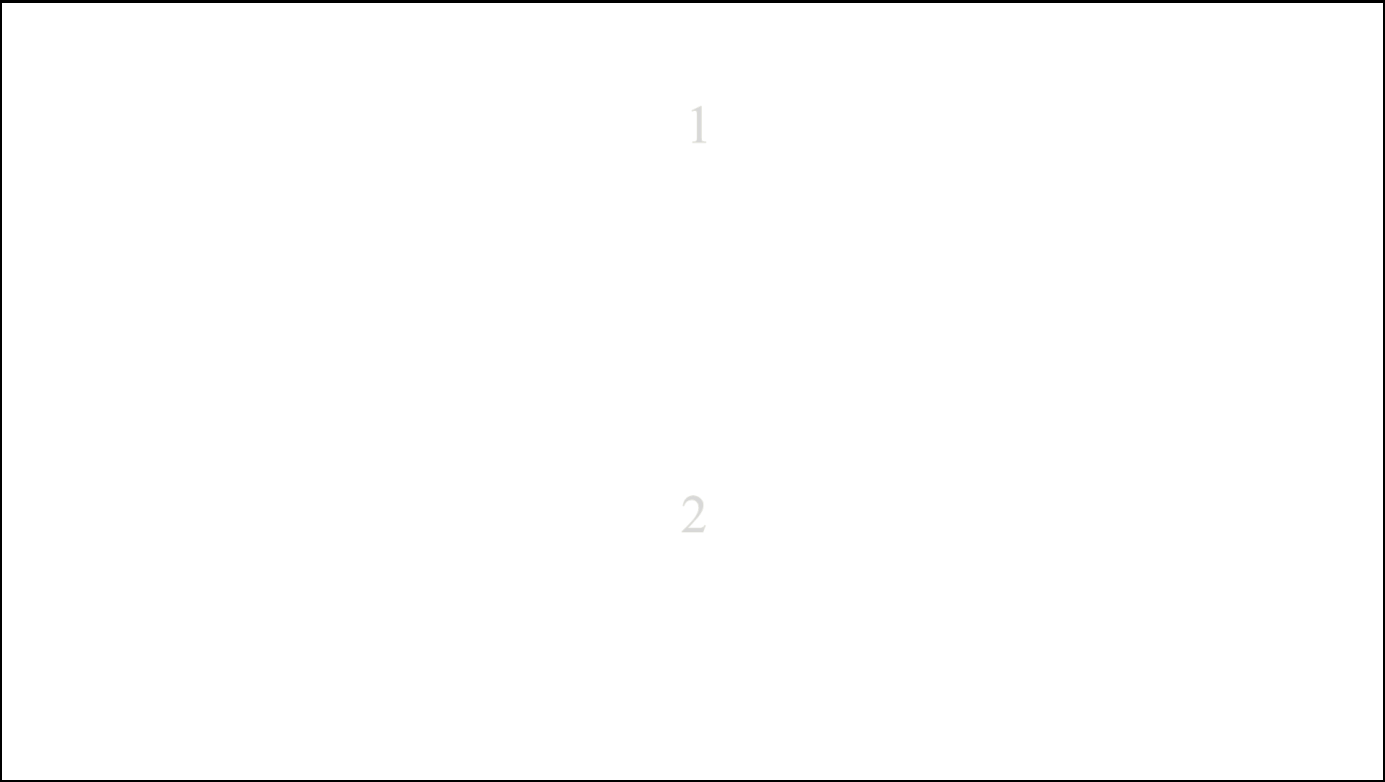
Emergency Contacts

You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.

To: Darren Lewis
Phone: Not Supplied
Fax: Not Supplied
Email: darrenl@adwjohnson.com.au

Dial before you dig Job #:	37760928	
Sequence #	245680248	
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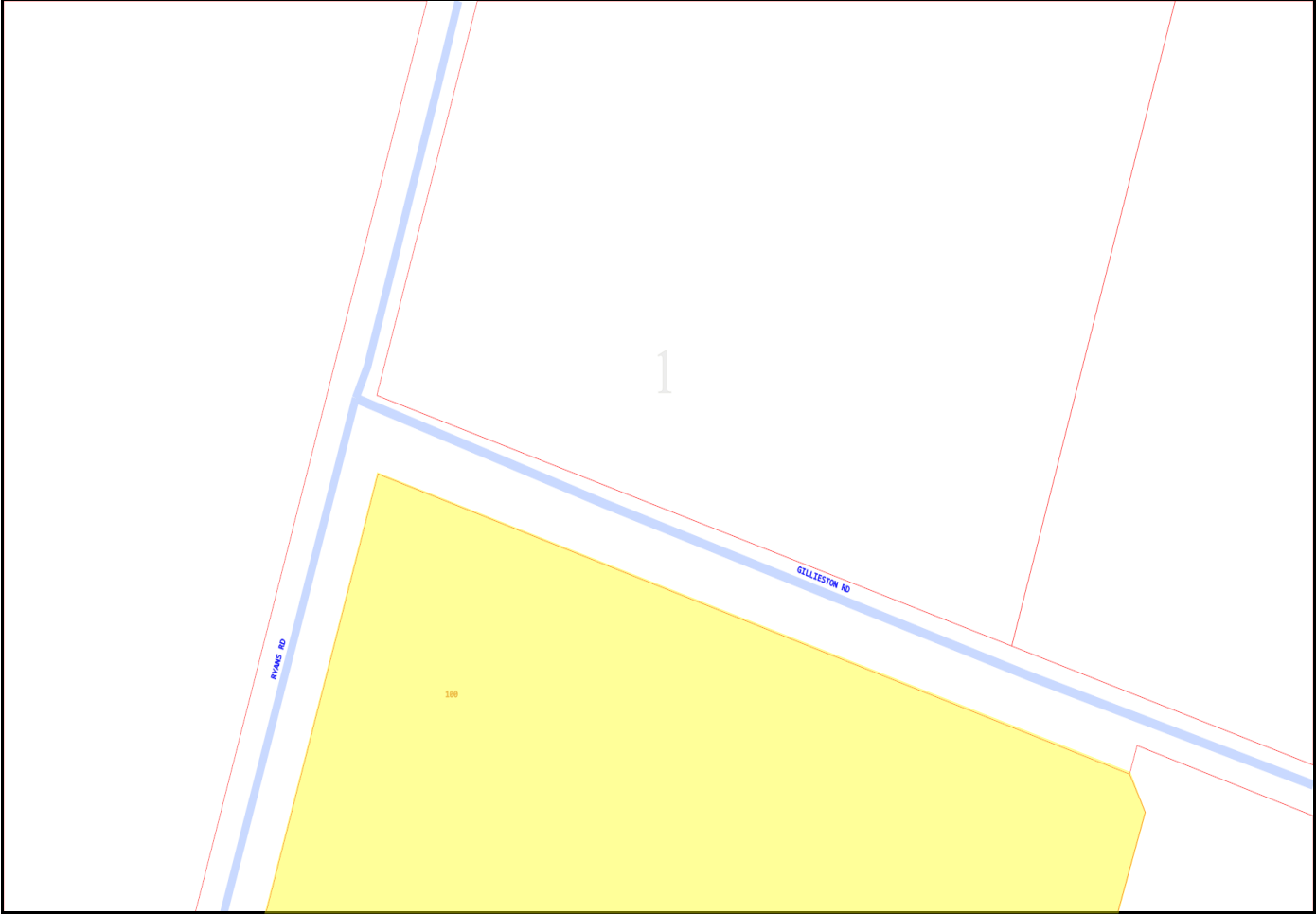


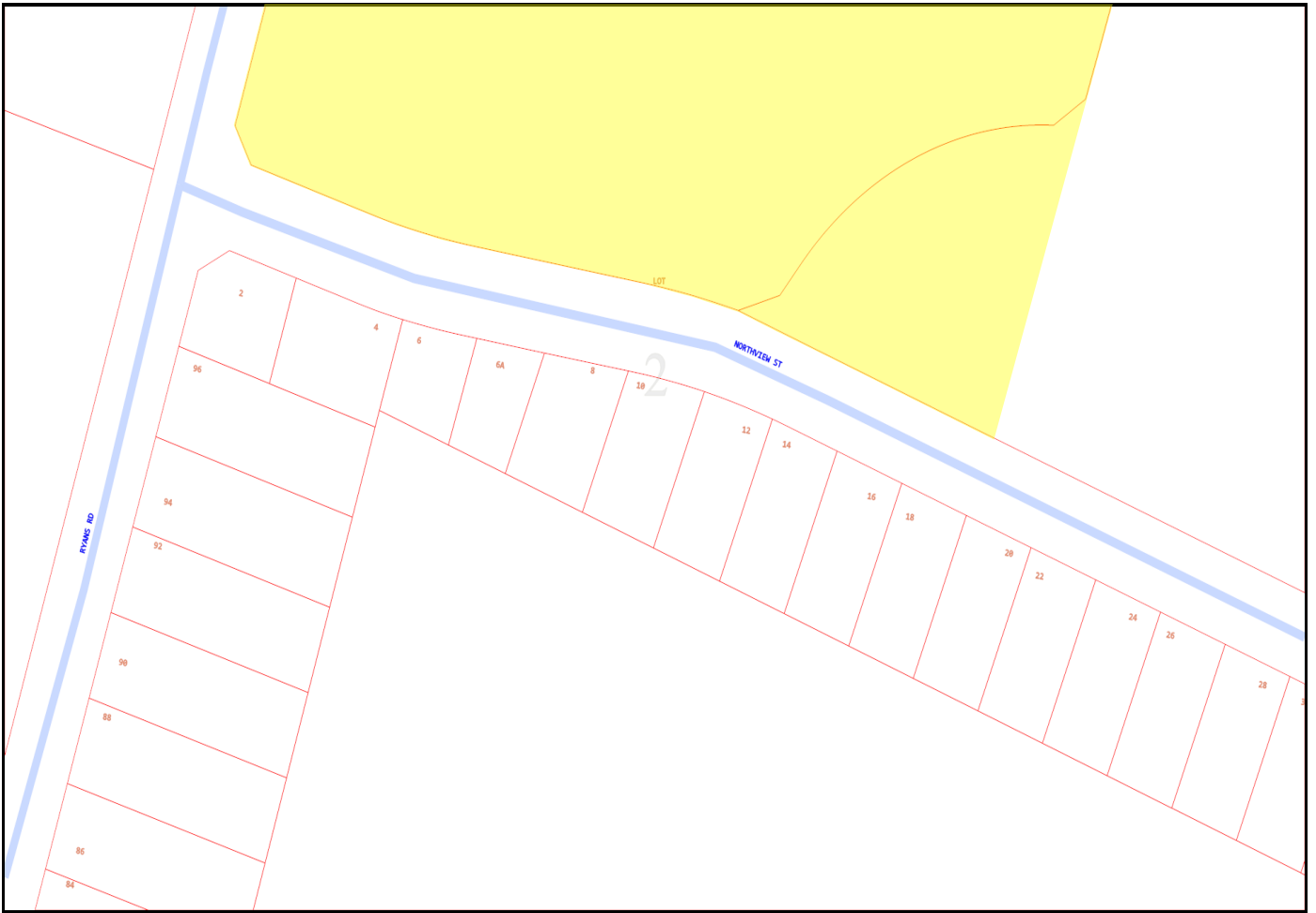


LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
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	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m






Emergency Contacts

You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.

To: Darren Lewis
Phone: Not Supplied
Fax: Not Supplied
Email: darrenl@adwjohnson.com.au

Dial before you dig Job #:	37760928	
Sequence #	245680248	
Issue Date:	08/10/2024	
Location:	100 Ryans Road , Gillieston Heights , NSW , 2321	

Information

The area of interest requested by you contains one or more assets.

nbn™ Assets	Search Results
Communications	Asset identified
Electricity	Asset identified

In this notice **nbn™ Facilities** means *underground fibre optic, telecommunications and/or power facilities, including but not limited to cables, owned and controlled by nbn™*

Location of nbn™ Underground Assets

We thank you for your enquiry. In relation to your enquiry at the above address:

- **nbn's** records indicate that there **ARE nbn™** Facilities in the vicinity of the location identified above ("Location").
- **nbn** indicative plan/s are attached with this notice ("Indicative Plans").
- The Indicative Plan/s show general depth and alignment information only and are not an exact, scale or accurate depiction of the location, depth and alignment of **nbn™** Facilities shown on the Plan/s.
- In particular, the fact that the Indicative Plans show that a facility is installed in a straight line, or at uniform depth along its length cannot be relied upon as evidence that the facility is, in fact, installed in a straight line or at uniform depth.
- You should read the Indicative Plans in conjunction with this notice and in particular, the notes below.
- You should note that, at the present time, the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables. As such, consistent with the notes below, particular care must be taken by you to make your own enquiries and investigations to precisely locate any power cables and manage the risk arising from such cables accordingly.
- The information contained in the Indicative Plan/s is valid for 28 days from the date of issue set out above. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g DBYD Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).

We thank you for your enquiry and appreciate your continued use of the Dial Before You Dig Service. For any enquiries related to moving assets or Planning and Design activities, please visit the **nbn Commercial Works** website to complete the online application form. If you are planning to excavate and require further information, please email dbyd@nbnc.com.au or call 1800 626 329.

Notes:

1. You are now aware that there are **nbn™** Facilities in the vicinity of the above property that could be damaged as a result activities carried out (or proposed to be carried out) by you in the vicinity of the Location.
2. You should have regard to section 474.6 and 474.7 of the *Criminal Code Act 1995* (CoA) which deals with the consequences of interfering or tampering with a telecommunications facility. Only persons authorised by **nbn** can interact with **nbn's** network facilities.
3. Any information provided is valid only for **28 days** from the date of issue set out above.

Referral Conditions

The following are conditions on which **nbn** provides you with the Indicative Plans. By accepting the plans, you are agreeing to these conditions. These conditions are in addition, and not in replacement of, any duties and obligations you have under applicable law.

1. **nbn** does not accept any responsibility for any inaccuracies of its plans including the Indicative Plans. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g DBYD Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).
2. You acknowledge that **nbn** has specifically notified you above that the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables.
3. You should not assume that **nbn™** Facilities follow straight lines or are installed at uniform depths

along their lengths, even if they are indicated on plans provided to you. Careful onsite investigations are essential to locate the exact position of cables.

4. In carrying out any works in the vicinity of **nbn**™ Facilities, you must maintain the following minimum clearances:
 - 300mm when laying assets inline, horizontally or vertically.
 - 500mm when operating vibrating equipment, for example: jackhammers or vibrating plates.
 - 1000mm when operating mechanical excavators.
 - Adherence to clearances as directed by other asset owner's instructions and take into account any uncertainty for power cables.
5. You are aware that there are inherent risks and dangers associated with carrying out work in the vicinity of underground facilities (such as **nbn**™ fibre optic, copper and coaxial cables, and power cable feed to **nbn**™ assets). Damage to underground electric cables may result in:
 - Injury from electric shock or severe burns, with the possibility of death.
 - Interruption of the electricity supply to wide areas of the city.
 - Damage to your excavating plant.
 - Responsibility for the cost of repairs.
6. You must take all reasonable precautions to avoid damaging **nbn**™ Facilities. These precautions may include but not limited to the following:
 - All excavation sites should be examined for underground cables by careful hand excavation. Cable cover slabs if present must not be disturbed. Hand excavation needs to be undertaken with extreme care to minimise the likelihood of damage to the cable, for example: the blades of hand equipment should be aligned parallel to the line of the cable rather than digging across the cable.
 - If any undisclosed underground cables are located, notify **nbn** immediately.
 - All personnel must be properly briefed, particularly those associated with the use of earth-moving equipment, trenching, boring and pneumatic equipment.
 - The safety of the public and other workers must be ensured.
 - All excavations must be undertaken in accordance with all relevant legislation and regulations.
7. You will be responsible for all damage to **nbn**™ Facilities that are connected whether directly, or indirectly with work you carry out (or work that is carried out for you or on your behalf) at the Location. This will include, without limitation, all losses expenses incurred by **nbn** as a result of any such damage.
8. You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.
9. Except to the extent that liability may not be capable of lawful exclusion, **nbn** and its servants and agents and the related bodies corporate of **nbn** and their servants and agents shall be under no liability whatsoever to any person for any loss or damage (including indirect or consequential loss or damage) however caused (including, without limitation, breach of contract negligence and/or breach of statute) which may be suffered or incurred from or in connection with this information sheet or any plans (including Indicative Plans) attached hereto. Except as expressly provided to the contrary in this information sheet or the attached plans (including Indicative Plans), all terms, conditions, warranties, undertakings or representations (whether expressed or implied) are excluded to the fullest extent permitted by law.

All works undertaken shall be in accordance with all relevant legislations, acts and regulations applicable to the particular state or territory of the Location. The following table lists all relevant documents that shall be considered and adhered to.

State/Territory	Documents
National	Work Health and Safety Act 2011
	Work Health and Safety Regulations 2011
	Safe Work Australia - Working in the Vicinity of Overhead and Underground Electric Lines (Draft)

	Occupational Health and Safety Act 1991
NSW	Electricity Supply Act 1995
	Work Cover NSW - Work Near Underground Assets Guide
	Work Cover NSW - Excavation Work: Code of Practice
VIC	Electricity Safety Act 1998
	Electricity Safety (Network Asset) Regulations 1999
QLD	Electrical Safety Act 2002
	Code of Practice for Working Near Exposed Live Parts
SA	Electricity Act 1996
TAS	Tasmanian Electricity Supply Industry Act 1995
WA	Electricity Act 1945
	Electricity Regulations 1947
NT	Electricity Reform Act 2005
	Electricity Reform (Safety and Technical) Regulations 2005
ACT	Electricity Act 1971

Thank You,

nbn DBYD

Date: 08/10/2024

This document is provided for information purposes only. This document is subject to the information classification set out on this page. If no information classification has been included, this document must be treated as UNCLASSIFIED, SENSITIVE and must not be disclosed other than with the consent of nbn co. The recipient (including third parties) must make and rely on their own inquiries as to the currency, accuracy and completeness of the information contained herein and must not use this document other than with the consent of nbn co.

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Working near **nbn**TM cables

nbn has partnered with Dial Before You Dig to give you a single point of contact to get information about **nbn** underground services owned by **nbn** and other utility/service providers in your area including communications, electricity, gas and other services. Contact with underground power cables and gas services can result in serious injury to the worker, and damage and costly repairs. You must familiarise yourself with all of the Referral Conditions (meaning the referral conditions referred to in the DBYD Notice provided by **nbn**).

Practice safe work habits

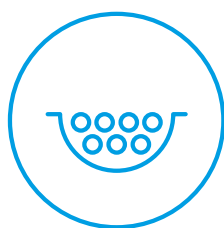
Once the DBYD plans are reviewed, the Five P's of Excavation should be adopted in conjunction with your safe work practices (which must be compliant with the relevant state Electrical Safety Act and Safe Work Australia "Excavation Work Code of Practice", as a minimum) to ensure the risk of any contact with underground **nbn** assets are minimised.



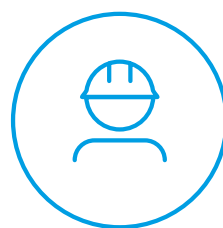
Plan: Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



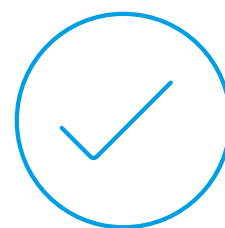
Prepare: Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



Pothole: Non-destructive potholing (i.e. hand digging or hydro excavation) should be used to positively locate **nbn** underground assets with minimal risk of contact and service damage.



Protect: Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with the potential to damage the asset is prevented.



Proceed: Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

Working near **nbn**[™] cables



Identify all electrical hazards, assess the risks and establish control measures.



When using excavators and other machinery, also check the location of overhead power lines.



Workers and equipment must maintain safety exclusion zones around power lines.

Once all work is completed, the excavation should be re-instated with the same type of excavated material unless specified by **nbn**. Please note:

- Construction Partners of **nbn** may require additional controls to be in place when performing excavation activities.
- The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

Contact

All **nbn**[™] network facility damages must be reported online [here](#).
For enquiries related to your DBYD request please call 1800 626 329.

Disclaimer

This brochure is a guide only. It does not address all the matters you need to consider when working near our cables. You must familiarise yourself with other material provided (including the Referral Conditions) and make your own inquiries as appropriate.

nbn will not be liable or responsible for any loss, damage or costs incurred as a result of reliance on this brochure.

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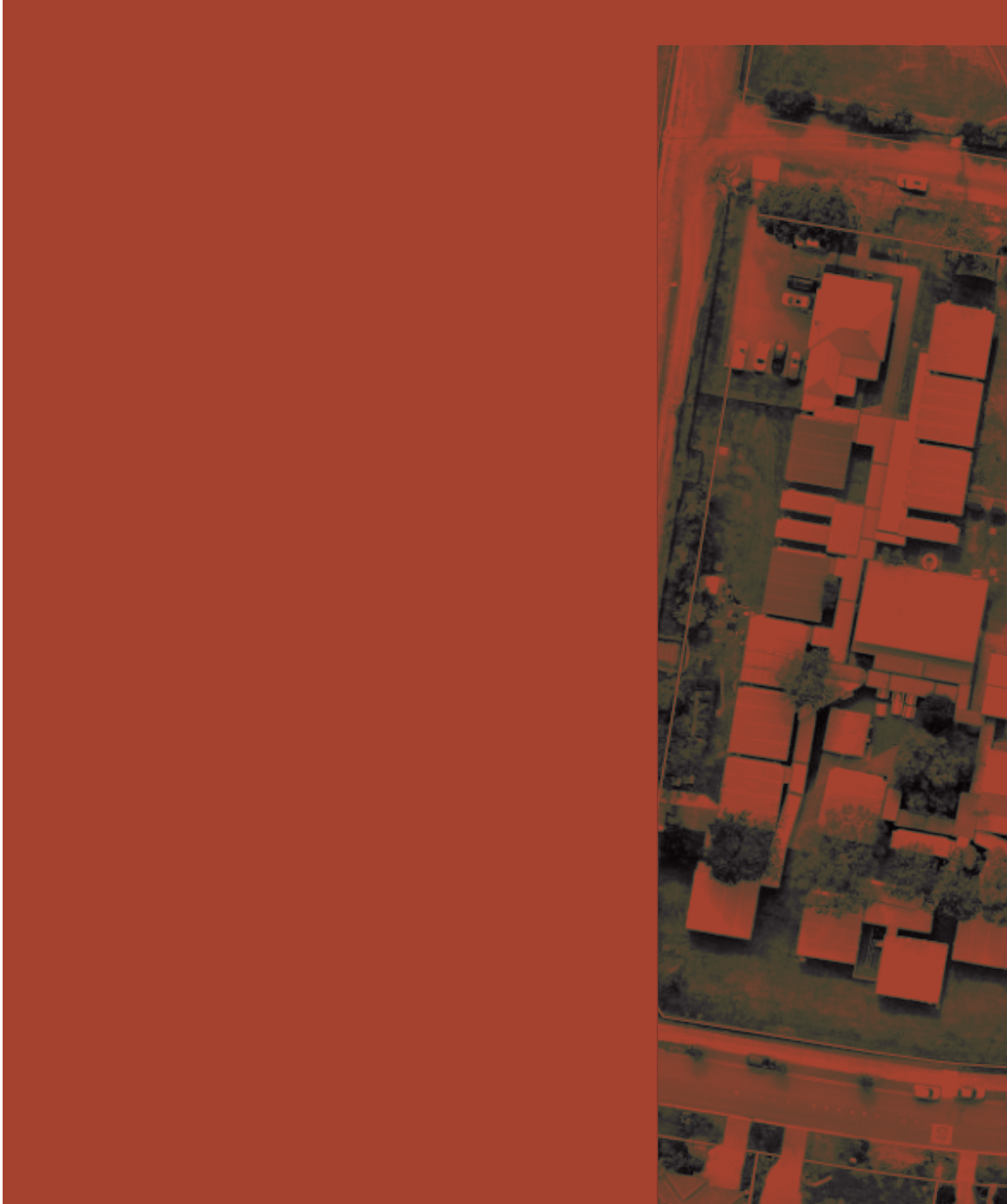


APPENDIX G - v

SERVICES PLANS (BEFORE YOU DIG AUSTRALIA)

- v. Stormwater Drainage
 - Maitland City Council

No information relating to underground storm water drainage infrastructure was returned from our Before You Dig Australia (BYDA) searches.



www.adwjohnson.com.au