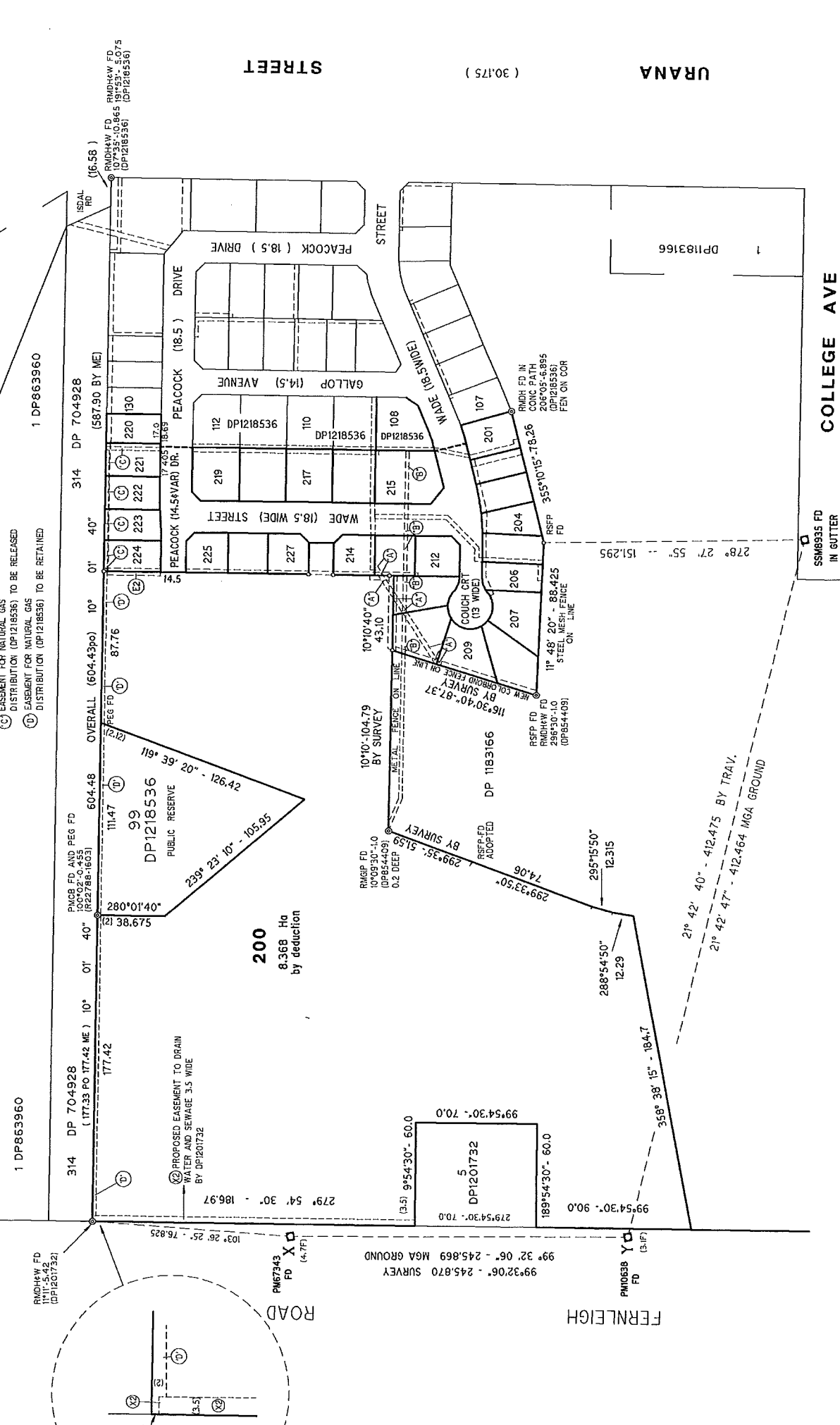




- (E) EASEMENT FOR NATURAL GAS DISTRIBUTION 2 WIDE
- (C) EASEMENT FOR NATURAL GAS DISTRIBUTION (DP1218536) TO BE RELEASED
- (D) EASEMENT FOR NATURAL GAS DISTRIBUTION (DP1218536) TO BE RETAINED



- (A) EASEMENT TO DRAIN WATER 2.5 WIDE (DP1218536) TO BE RELEASED
- (B) EASEMENT TO DRAIN SEWAGE 2 WIDE (DP854409) TO BE RELEASED

Surveyor GLENDYNN PAUL GROVES Date Of Survey 16th APRIL 2018 Surveyor's Reference 16152 STAGE2	PLAN OF SUBDIVISION OF LOT 100 DP 1218536	LGA WAGGA WAGGA Locality: TURVEY PARK Subdivision No.	Registered DP
		Lengths are in metres. Reduction Ratio: 1:1500	

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)

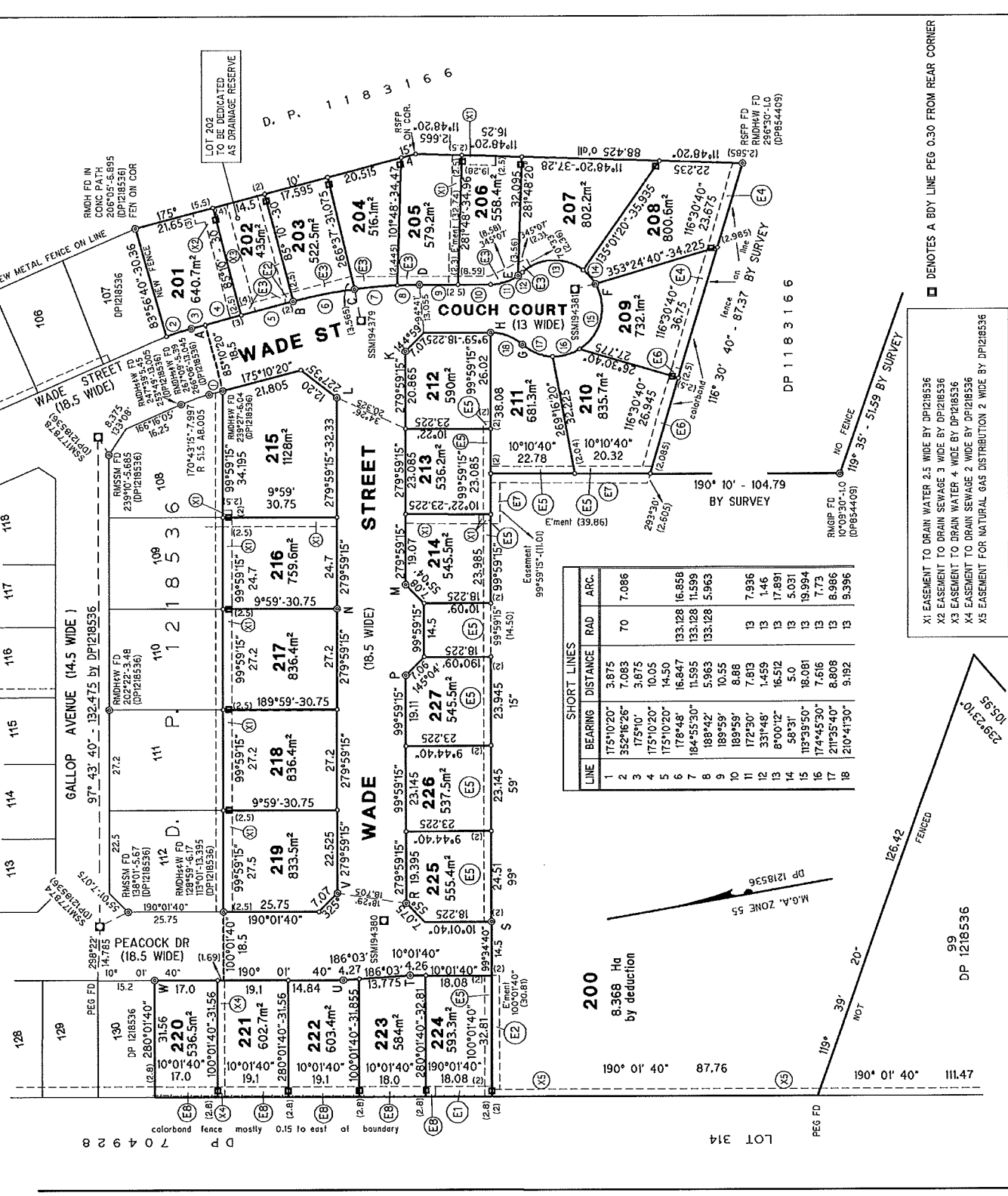
S.S.M.	TRAVERSE CONNECTIONS
S S M	BEARING DISTANCE
177874	187°48'40" 74.30
194380	96°33'50" 156.76
194379	179°30'50" 62.68
194378	347°32'05" 75.73

COR	BEARING	REFERENCE DISTANCE	MARKS PLACED	DESCRIPTION	ORIGIN
A	49°40'	6.60		DRILL HOLE & WING	PLACED
B	93°11'	5.925		DRILL HOLE & WING	PLACED
C	100°03'	11.865		SSM 194379	PLACED
D	84°29'	3.545		DRILL HOLE & WING	PLACED
E	94°51'	9.63		DRILL HOLE & WING	PLACED
F	33°01'	3.93		DRILL HOLE & WING	PLACED
G	31°55'	3.925		SSM 194381	PLACED
H	32°41'	3.36		DRILL HOLE & WING	PLACED
I	22°50'	3.415		DRILL HOLE & WING	PLACED
J	185°07'	7.295		DRILL HOLE & WING	PLACED
K	268°38'	6.88		DRILL HOLE & WING	PLACED
L	32°21'	5.795		DRILL HOLE & WING	PLACED
M	185°07'	9.135		DRILL HOLE & WING	PLACED
N	5°04'	5.435		DRILL HOLE & WING	PLACED
O	190°25'	5.41		DRILL HOLE & WING	PLACED
P	147°51'	5.73		SSM 194380	PLACED
Q	117°46'	3.53		DRILL HOLE & WING	PLACED
R	106°51'	11.11		DRILL HOLE & WING	PLACED
S	270°54'	3.565		DRILL HOLE & WING	PLACED
T	274°14'	5.29		DRILL HOLE & WING	PLACED
U	19°26'	5.42		DRILL HOLE & WING	PLACED
V	87°12'	8.21		DRILL HOLE & WING	PLACED
W	281°46'	5.415		DRILL HOLE & WING	PLACED

- (E1) EASEMENT TO DRAIN SEWAGE 2.8 WIDE
- (E2) EASEMENT FOR NATURAL GAS DISTRIBUTION 2 WIDE
- (E3) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (E4) EASEMENT TO DRAIN SEWAGE 2.5 WIDE
- (E5) EASEMENT TO DRAIN SEWAGE 2 WIDE
- (E6) EASEMENT TO DRAIN SEWAGE AND EASEMENT TO DRAIN WATER 2.5 WIDE
- (E7) EASEMENT TO DRAIN WATER 2.5 WIDE
- (E8) EASEMENT TO DRAIN SEWAGE AND EASEMENT TO DRAIN WATER 2.8 WIDE

MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD	ORIGIN
	EASTINGS	NORTHINGS				
SM 8935	531 686.294	6 112 705.386	B	2	SCIMS	SCIMS
PM 10638	531 735.764	6 112 322.349	B	2	SCIMS	SCIMS
PM 67943	531 693.394	6 112 363.060	B	2	SCIMS	SCIMS
SM17878	531 547	6 112 843	U	U	SCIMS	SCIMS
SM17878	531 678	6 112 826	U	U	SCIMS	SCIMS
194379	531 694.3	6 112 732.1	U	U	BY SURVEY	
194380	531 536.6	6 112 770.2	U	U	BY TRVERSE	
194381	531 694.8	6 112 689.4	U	U	BY TRVERSE	

SCIMS SEARCH DATE - 5th APRIL 2018 MGA DATUM : GDA94  
 COMBINED SCALE FACTOR OF : 0.999578 ZONE 55



LINE	BEARING	DISTANCE	RAD	ARC.
1	175°10'20"	3.875	70	7.086
2	352°16'26"	7.083	3.875	7.086
3	175°10'20"	10.05	14.50	16.858
4	175°10'20"	14.50	16.847	23.128
5	178°48'	16.847	11.595	13.128
6	184°55'30"	11.595	5.963	13.128
7	188°42'	5.963	10.55	8.88
8	189°59'	8.88	7.819	1.46
9	172°30'	1.46	1.459	17.891
10	331°48'	16.512	8.000	13.128
11	8°00'12"	13.128	5.0	5.031
12	58°31'	5.0	13.128	19.994
13	113°39'50"	18.081	13	7.73
14	174°45'30"	7.616	13	8.966
15	219°35'40"	8.808	13	9.192
16	210°41'30"	9.192	13	

- DENOTES A BODY LINE PER 0.30 FROM REAR CORNER
- X1 EASEMENT TO DRAIN WATER 2.5 WIDE BY DP1218536
- X2 EASEMENT TO DRAIN SEWAGE 3 WIDE BY DP1218536
- X3 EASEMENT TO DRAIN WATER 4 WIDE BY DP1218536
- X4 EASEMENT TO DRAIN SEWAGE 2 WIDE BY DP1218536
- X5 EASEMENT FOR NATURAL GAS DISTRIBUTION 2 WIDE BY DP1218536

Registered

Locality: **WAGGA WAGGA**

Subdivision No. **TURVEY PARK**

Lengths are in metres. Reduction 1:750

PLAN OF SUBDIVISION OF **LOT 100 DP 1218536**

Surveyor **GLENDYNN PAUL GROVES**

Date Of Survey **16th APRIL 2018**

Surveyor's Reference **16152 STAGE2**

Surveyor's Reference **16152 STAGE2**

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

(Sheet 1 of 9 sheets)

Plan: **DP**

Plan of Subdivision of Lot 100 in DP1218536  
covered by Council's Certificate No.  
dated , 2018

Full name and address of  
the owner of the Land

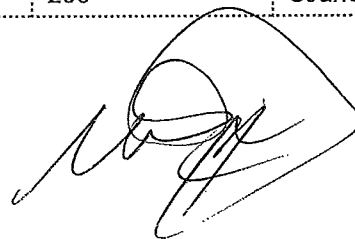
FAIRWAY SLOPES PTY LTD  
(ACN 076 646 038)  
594 David Street, Albury NSW 2640

**PART 1 - CREATION**

Number of item shown in the intention panel of the plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefited lots, roads, bodies or prescribed authorities
1	Easement to drain sewage 2.8 wide	224	Wagga Wagga City Council
2	Easement for natural gas distribution 2 wide	200 and 202	Australian Gas Networks (NSW) Pty Ltd (ACN 083 199 839)
3	Easement to drain sewage variable width	202 to 207	Wagga Wagga City Council
4	Easement to drain sewage 2.5 wide	208 and 209	Wagga Wagga City Council
5	Easement to drain sewage 2 wide	200, 210 to 214, 224 to 217	Wagga Wagga City Council
6	Easement to drain sewage and and easement to drain water 2.5 wide	209 and 210	Wagga Wagga City Council
7	Easement to drain water 2.5 wide	200	Wagga Wagga City Council
8	Easement to drain sewage and and easement to drain water 2.8 wide	221 to 224	Wagga Wagga City Council
9	Positive covenant	each lot except 200	Wagga Wagga City Council

APPROVED BY WAGGA WAGGA CITY COUNCIL

.....  
Authorised Officer



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

(Sheet 2 of 9 sheets)

Plan: **DP**

Plan of Subdivision of Lot 100 in DP1218536  
covered by Council's Certificate No.  
dated \_\_\_\_\_, 2018

Number of item shown in the intention panel of the plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefited lots, roads, bodies or prescribed authorities
10	Positive covenant	220 to 224	Wagga Wagga City Council
11	Restrictions on the use of land	Every lot except 200	Every other lot including 200

**PART 1A - RELEASES**

Number of item shown in the intention panel of the plan	Identity of easement profit a prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lots or parcels	Benefited lots, roads, bodies or prescribed authorities
1	Easement to drain sewage 2.5 wide created by DP1218536	Lot 100 DP1218536, the part designated by "A" on this plan	Wagga Wagga City Council
2	Easement to drain sewage 2 wide created by DP 854409	Lot 3 DP 854409, the part designated by "B" on this plan	Wagga Wagga City Council
3	Easement for natural gas distribution 2 wide created by DP1218536	Lot 100 DP1218536, the part designated by "C" on this plan	Australian Gas Networks (NSW) Pty Ltd (ACN 083 199 839)

APPROVED BY WAGGA WAGGA CITY COUNCIL



.....  
Authorised Officer

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

(Sheet 3 of 9 sheets)

Plan: **DP**

Plan of Subdivision of Lot 100 in DP1218536 covered by Council's Certificate No. dated , 2018

PART 2

1. Terms of Easement for Natural Gas Distribution Numbered 2 in the Plan

Easement for natural gas distribution over the land marked E2 on the plan ("E2") the terms of which are:

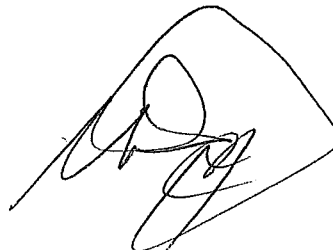
(a) Grantees Rights

The right of the Grantee, and its successors and transferees and its and their contractors, servants or agents -

1. to enter at any time E2 and the burdened lot with or without vehicles or plant or equipment;
2. to use E2 for the purposes of or incidental to, the conveyance of gas, including the laying down or construction on the land of pipelines;
3. to keep E2 free from building or obstructions (including trees);
4. to erect and maintain its own fences, gates and locks in any fences on E2 and
5. to inspect, maintain, alter renew or remove pipelines, works or ancillary equipment on E2.

(b) Grantee's Obligations

1. In exercising its rights under this easement, the Grantee must take all reasonable precautions to minimise disturbance to E2 and must restore E2 as nearly as practicable to its condition before the exercise of the Grantee's rights.
2. The Grantee must at all times and at its own expense keep its pipelines in a proper and fit state of repair.



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

(Sheet 4 of 9 sheets)

Plan: **DP**

Plan of Subdivision of Lot 100 in DP1218536  
covered by Council's Certificate No.  
dated \_\_\_\_\_, 2018

(c) Lot Owner's Obligations

The Lot owner must not:

1. place or permit to be placed any services or structure within E2;
2. Alter the surface of E2;
3. do or permit to be done anything which restricts access to E2 by the Grantee;
4. plant or allow to grow vegetation other than growing grasses within E2;
5. cultivate, dig, excavate or otherwise interfere with E2 or
6. excavate, drill or install any pit, dam, well, foundation on or in the immediate vicinity of E2.

without the written permission of the Grantee and in accordance with such conditions as it may reasonably impose.

(d) Grantee's Indemnity

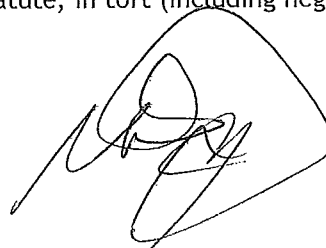
The Grantee indemnifies the lot owner and keeps the lot owner indemnified against any suits, actions, claims or demands made or brought against the lot owner, or any loss, cost, liability (including a fine or penalty), expense, damage, whether direct, present or future, fixed or ascertained, actual or contingent and whether arising under contract, in equity, under statute, in tort (including negligence and negligent misrepresentation), under an indemnity or otherwise suffered or incurred by the lot owner caused or contributed to by the use of E2 by the Grantee or any breach by the Grantee of the terms of this easement. The Grantee's liability under this clause will be reduced proportionately to the extent that the loss, damage or breach is caused or contributed to by the negligence, wilful misconduct or breach of this easement of the lot owner or any of its agents.

(e) Lot Owner's Indemnity

The lot owner indemnifies the Grantee and keeps the Grantee indemnified from and against any suits, actions, claims or demands made or brought against the Grantee, or any loss, cost, liability (including a fine or penalty), expense, damage, whether direct, present or future, fixed or ascertained, actual or contingent and whether arising under contract, in equity, under statute, in tort (including negligence and

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

(Sheet 5 of 9 sheets)

Plan: **DP**

Plan of Subdivision of Lot 100 in DP1218536  
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dated , 2018

negligent misrepresentation), under an indemnity or otherwise suffered or incurred by the Grantee resulting from any loss or damage to E2 or the Grantee's infrastructure present on, in or under E2 caused by or contributed to by the lot owner or any breach by the lot owner of the terms of the easement. The lot owners' liability under this clause will be reduced proportionately to the extent that the loss, damage or breach is caused or contributed to by negligence, wilful misconduct or breach of this easement of the Grantee, its related body corporate or any of its agents.

**2. Terms of Easement to Drain Water and Easement to Drain Sewage Numbered 6 and 8 in the Plan**

The body having the benefit of the easements may exercise the rights expressed in Schedule 4A of the Conveyancing Act 1919 Parts 3 and 4 as if the same were inserted herein.

**3. Terms of Positive Covenant Numbered 9 in the plan**

Dwellings and other structures intended to be constructed on the lot must be designed and built in accordance with current standards applicable for the building of structures within saline environments.

**4. Terms of Positive Covenant Numbered 10 in the plan**

The lot owner must fence the rear (western) boundary of the lot in a fencing style which is uniform in height, design, colour and material with the other lots which are required to comply with this covenant, and where such fencing is originally provided by the developer, any replacement fencing on that boundary must be of the same height, design, colour and material as the fence that it is replacing.

**5. Terms of restriction on the use of land numbered 11 in the plan**

- (a) With the exception of lot 215 to which this sub-clause of this restriction does not apply, no building may be erected on any lot except one single occupancy dwelling house with the usual and necessary garage carport and/or outbuildings and no buildings so erected may be used for any purpose other than as a single occupancy dwelling house and residential purposes reasonably incidental thereto ("Single occupancy dwelling house" means a detached dwelling the whole of which is designed for occupation as a residence by a family or one or more persons pursuant to a single right of exclusive occupancy and does not include flats, a hostel, a boarding house, home units or similar multiple occupancy residences).

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.....  
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(Sheet 6 of 9 sheets)

Plan: **DP**

Plan of Subdivision of Lot 100 in DP1218536  
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- (b) No main building may be erected on any lot the roofed and wholly enclosed floor area of which is less than 130 square metres exclusive of the area of any car accommodation (whether wholly enclosed or not), verandahs, external landings, porches and patios;
- (c) No main building may be erected on any lot constructed with external walls of any materials other than clay or coloured concrete brick, stone, painted concrete or masonry provided that the walls of dwellings may be constructed of a composite of materials including timber, fibre cement sheet or glass bricks provided that no less than 60% of the external walls of any such dwellings are constructed of the previously mentioned materials.
- (d) No building erected on any lot may be roofed or clad with any material having a metallic lustre or appearance, a highly reflective surface or a highly reflective coloured surface which description includes uncoloured or white or light grey coloured Zinalume sheeting, galvanised iron sheeting or aluminium sheeting but does not include any coloured Zinalume sheet of the type commonly known as "Colorbond" or any similar such product.
- (e) No garage or outbuilding may be built with wall and roofing materials which are not of the same type or colour as the wall and roofing materials from which the main building on the land is constructed, nor may any such buildings have a flat roof (which for the purposes of these covenants means a roof the pitch of which is less than 12 degrees) unless the main building on the land has a flat roof,  
  
EXCEPT THAT one garden shed not exceeding 20 square metres in area and 2.4 metres in height may be constructed of steel or aluminium sheet the external surface of which has permanently bonded upon it by factory process an earthy colour and such garden shed may have a flat roof;
- (f) No main building, garage or other outbuilding may be erected on any lot which is not constructed entirely of new materials or which has been wholly or substantially assembled off the lot whether as a previously occupied building or otherwise;
- (g) No fence may be erected on any part of any lot including the boundaries thereof of steel or aluminium sheet unless each surface of such sheet has had permanently bonded upon it by factory process a non-reflective colour known as "Evening Haze" or an equivalent colour and unless such fence is of a capped panel construction without rails;

APPROVED BY WAGGA WAGGA CITY COUNCIL

.....  
Authorised Officer





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

(Sheet 7 of 9 sheets)

Plan: **DP**

Plan of Subdivision of Lot 100 in DP1218536  
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- (h) No fence or wall may be erected on any part or boundary of a lot closer to an abutting street than the distance between that abutting street and the part of the main building on the lot which is closest to the abutting street PROVIDED THAT for the purpose of creating a private courtyard, a fence or wall may be constructed, of materials which are the same as the cladding materials of the dwelling erected on the land, of between 1.5 metres and 1.8 metres in height and which may be erected on no more than one half of the length of any boundary of the lot which forms the alignment of any abutting street;
- (i) No trade or business or activity of any kind whatsoever which might be offensive or injurious to the amenity of the neighbourhood may be carried out upon any part of any lot.

**6. Name of person or authority empowered to release vary or modify the positive covenants numbered 9 and 10 in the plan:**

The Council of the City of Wagga Wagga or its successor or any person delegated by it to act on its behalf in this regard.

**7. Name of person or authority empowered to release vary or modify the restrictions on the use of land numbered 11 in the plan:**

Fairway Slopes Pty Ltd of 594 David Street Albury

EXECUTED by THE COUNCIL OF THE CITY OF WAGGA WAGGA by its authorised delegate pursuant to s 77 Local Government Act 1993:

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

\_\_\_\_\_  
Signature of Authorised Delegate

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Authorised Delegate

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Witness

APPROVED BY WAGGA WAGGA CITY COUNCIL

.....  
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
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CONVEYANCING ACT, 1919

(Sheet 8 of 9 sheets)

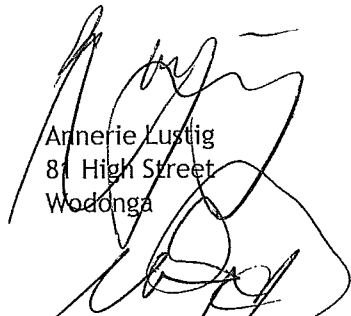
Plan: **DP**

Plan of Subdivision of Lot 100 in DP1218536  
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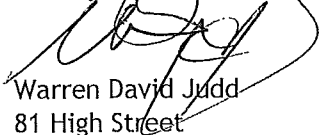
EXECUTED by FAIRWAY SLOPES PTY LTD (ACN 076 646 038) by being signed by its  
attorneys WARREN DAVID JUDD and ANNERIE LUSTIG pursuant to power of attorney Book  
4632 Number 973

Signed in my presence by the attorneys  
who are personally known to me

Mavis Emily Ohlson  
81 High Street  
Wodonga



Annerie Lustig  
81 High Street  
Wodonga



Warren David Judd  
81 High Street  
Wodonga

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

(Sheet 9 of 9 sheets)

Plan: **DP**

Plan of Subdivision of Lot 100 in DP1218536  
covered by Council's Certificate No.  
dated \_\_\_\_\_, 2018

Executed by AUSTRALIAN GAS NETWORKS (NSW) PTY LTD (ACN 083 199 839) in accordance with  
the Corporations Act 2001 by being signed by the following authorised officers of the company:

Director	_____	Director/ Secretary	_____
Full name	_____	Full name	_____
Address	_____	Address	_____
	_____		_____

Summary of Soil Classifications College Stage 2

(please confirm with actual soil test)

Lot 201 – M-D	Lot 216 – H1-D
Lot 203 – M-D	Lot 217 – H1-D
Lot 204 – M-D	Lot 218 – M-D
Lot 205 – M-D	Lot 219 – M-D
Lot 206 – M-D	Lot 220 – M-D
Lot 207 – M-D	Lot 221 – M-D
Lot 208 – M-D	Lot 222- M-D
Lot 209 – M-D	Lot 223 – M-D
Lot 210 – M/D	Lot 224 – M-D
Lot 212 – M-D	Lot 225 - H1-D
Lot 213 – M-D	Lot 226 – H1-D
Lot 214 – M-D	Lot 227 – M-D
Lot 215 – H1-D	