



# **E066/2025 Expression of Interest**

**For the Proposed Activation of the Ray  
Walsh House Building**

**Closing Date: Thursday 26 June 2025 at 11.00am**

## Table of Contents

1. Request for Expression of Interest .....	4
2. Conditions of Submitting an Expression of Interest .....	4
2.1 Interpretation .....	4
2.2 Interested Party Status .....	5
2.3 Interested Party to Inform Itself .....	5
2.4 Expression of Interest .....	5
2.5 General Conditions of Contract .....	6
2.6 Acknowledgement by Interested Party .....	6
2.7 Confidentiality .....	6
2.8 Collusive Expressions of Interest .....	6
2.9 Levies and Taxes .....	7
2.10 Submission Procedure .....	7
2.10.1 Requirements .....	7
2.10.2 Acceptance of Non-conforming Expressions of Interest .....	7
2.11 Opening of Expressions of Interest .....	7
2.12 Assessment and Acceptance .....	7
2.13 Building Inspection .....	8
2.14 Acceptance/Rejection of Expression of Interest .....	8
2.15 Lodgement .....	8
3. Information for Interested Parties Regarding the Land and Improvements .....	8
3.1 Land use .....	8
3.2 Land Classification and Zoning .....	8
3.3 Title Reference .....	8
3.4 Streetscape .....	8
3.5 Services Infrastructure .....	9
3.6 The Building and Site .....	9
4. Further Information and Inspections .....	11
4.1 Communications Relating to this Expression of Interest Invitation .....	11
4.2 Site Inspections .....	11
APPENDIX A .....	12
APPENDIX B .....	13
APPENDIX C .....	14
APPENDIX D .....	17

APPENDIX E .....	21
APPENDIX F .....	22

## 1. Request for Expression of Interest

Council invites Interested Parties to lodge an Expression of Interest (EOI) for the Proposed Activation of the Ray Walsh House Building, 435-437 Peel Street in Tamworth, NSW. (Refer to APPENDIX A for a map of the site)

The Expression of Interest should include sufficient details to enable Council to fully understand the intended future use of the site and estimated purchase price to be offered, if a sale is part of the submission, or an estimated rental amount, if a lease is contemplated as part of the submission.

The request for Expression of Interest has been issued in the context of Council ensuring that the development of the site is consistent with Council's vision of Blueprint 100 and development in the Tamworth Region as a major and vibrant regional centre.

Ray Walsh House is the former Administration Centre of Tamworth Regional Council. Information is provided in this EOI on the building to the best of Council's knowledge. Council is interested in all proposals for the sale and proposed use of the building which may include demolition and/or the leasing of office space back to Council under a long term lease arrangement.

Expressions of Interest should address the following issues in detail:

1. Identify the proposed purchase price or rental amount for the site.
2. Fully detail the nature of the development being proposed. Detailed concept plans are not required as part of expressing an interest in the purchase of the site provided that the detail provided clearly describes the development being proposed. It should be noted that no proposal which includes a service station, supermarket or combination thereof will be considered by Council.
3. Detail how the proposed development will be consistent with existing and proposed surrounding development and use.
4. Detail how the proposed development complies with relevant planning instruments.
5. Detail how the development will be beneficial to the Tamworth Regional community and provide better community outcomes being direct, indirect and ancillary.
6. Provide a proposed timeframe for commencement and completion of the development.
7. Provide details of the interested party(s), previous experience in carrying out major development works and preferably provide examples of such work and references.
8. Provide details of the financial capacity of the party(s) providing the Expression of Interest to carry out such development works.
9. Provide details of the interested party's capacity and expertise to carry out the proposed development.

Interested Parties are invited to discuss their concepts and proposals, and to seek additional information from:

Karen Litchfield  
Acting Executive Manager Strategy & Performance  
(02) 6767 5514  
k.litchfield@tamworth.nsw.gov.au

## 2. Conditions of Submitting an Expression of Interest

### 2.1 Interpretation

In these "Conditions of Submitting an Expression of Interest" and elsewhere, except where the context requires otherwise:

**"Closing Date"** means the last date for the lodgement of an Expression of Interest being 11:00am on 26 June 2025 (AEST);

**“Council”** means Tamworth Regional Council and includes its authorised delegates;

**“Day”** means business day, that is not Saturday or Sunday or a public holiday for the Council’s employees;

**“Expression of Interest”** means lodgement of a detailed proposal or concept with respect to the proposed activation of the Ray Walsh House Building site being Lot 6 Sec 4 in DP 758951 and Lots 11, 12 & 14 in DP 253033 with a view towards subsequently entering into negotiations with Council (refer to clause 2.4 of these Conditions);

**“Interested Party”** means the person or entity lodging an Expression of Interest;

**“Person”** includes an individual, a corporation or a body politic;

**“Expression of Interest document”** includes all of the following:

- (i) the Request for Expressions of Interest document in its entirety including:
  - a) Information for Interested Parties; and
  - b) Conditions of Submitting an Expression of Interest;
- (ii) Expression of Interest Form submitted by Interested Party;
- (iii) the Information supplied by Interested Parties; and
- (iv) any further written information supplied as an addendum to this Request for Expression of Interest Document.

In these conditions, unless the contrary intention appears, words importing a gender include any other gender and words in the singular include the plural and vice versa.

## **2.2 Interested Party Status**

It is Council’s practice to negotiate and contract only with persons having appropriate financial resources, insurances and legal status.

If the Interested Party is a Trust or a Trustee of a Trust, then a full copy of the trust deed may be requested by Council for inspection.

It is also Council’s practice to deal with entities that have an Australian Business Number (ABN) and are registered for GST.

## **2.3 Interested Party to Inform Itself**

The Interested Party shall bear all costs or expenses incurred by it in preparing and lodging an Expression of Interest. Council recommends that you obtain independent financial and legal advice regarding the Expression of Interest document. In addition, no costs, expenses, losses, damages, allowances or payments will be paid to the Interested Party as a result of the Interested Party neglecting to have examined or obtained appropriate professional advice and/or carrying out their own due diligence. The Interested Party must make itself familiar with:

- a) all parts of this Expression of Interest document;
- b) all information made available and/or all information obtainable in relation to the land by the making of reasonable enquiries;
- c) the site and its surroundings including the location of all existing public utility services and the availability of services (where relevant to the project);
- d) satisfied itself as to the correctness and sufficiency of its Expression of Interest.

## **2.4 Expression of Interest**

The lodgement of an Expression of Interest by an Interested Party in accordance with these “Conditions of Submitting an Expression of Interest” will constitute an offer to enter into negotiations with Council with a view towards exploring and developing a proposal that may subsequently be proposed to Council for formal approval for the proposed activation of Ray

Walsh House, 435-437 Peel Street, Tamworth and being Lot 6 Sec 4 in DP 758951 and Lots 11, 12 & 14 in DP 253033.

The Expression of Interest lodged by an Interested Party will remain open for Council to consider and commence negotiations with an Interested Party until 180 days from the Closing Date.

## **2.5 General Conditions of Contract**

The general conditions of any subsequent Contract of Sale or other agreement (if any) will be developed by negotiation between the parties.

## **2.6 Acknowledgement by Interested Party**

The Interested Party acknowledges and agrees that:

- a) it does not rely upon any verbal agreement or other conduct whatsoever by or on behalf of Council amending these "Conditions of Submitting an Expression of Interest";
- b) Council will not be liable for any cost whatsoever incurred in preparing and submitting the Expression of Interest;
- c) none of the "Conditions of Submitting an Expression of Interest" will be waived, discharged, varied, amended, modified or released except by written notification by Council;
- d) it shall be responsible for any interpretation, deduction and conclusion made from the information made available and accepts full responsibility for any such interpretation, deduction and conclusions;
- e) it does not rely in making its Expression of Interest upon any warranty or representation made by or on behalf of Council in the Expression of Interest Documents and has relied entirely upon its own enquiries, professional advice and inspections in respect of the land described as Ray Walsh House, 435-437 Peel Street, Tamworth and being Lot 6 Sec 4 in DP 758951 and Lots 11, 12 & 14 in DP 253033 and the documents inspected.

## **2.7 Confidentiality**

Any information disclosed or obtained from either Council or the Interested Party about this Expression of Interest must be kept strictly confidential except in the situations where disclosure is:

- a) necessary in the process of assessing Expressions of Interest, or where Council discloses all or part to any of its advisers and consultants, or where Council publishes in its business papers, details of the Expression of Interest as may be required and permitted by law;
- b) under compulsion of law or it is already public knowledge; or
- c) with the written consent of Council.

## **2.8 Collusive Expressions of Interest**

Any participation in or condoning of a collusive activity by an Interested Party shall lead to the immediate disqualification of the Interested Party or of all Interested Parties involved.

Any Interested Party involved may be barred from lodging an Expression of Interest or tender for any further contracts with Council. A collusive activity includes but is not limited to:

- a) any agreement as to who should be the successful Interested Party;
- b) any agreement for the payment of money or a reward or benefit for unsuccessful Interested Parties by the successful Interested Party;
- c) any agreement or collaboration of Interested Parties to fix prices, rates of payment or conditions of contract;

- d) the submission of a “cover Expression of Interest”, being an Expression of Interest submitted as genuine but which has been deliberately prepared in order not to win the right to negotiate.

## **2.9 Levies and Taxes**

The Interested Party shall:

- a) provide its ABN and documented evidence of its registration for GST; and
- b) specify whether any price offered is inclusive or exclusive of GST (Goods and Services Tax).

## **2.10 Submission Procedure**

### **2.10.1 Requirements**

An Expression of Interest must be in writing. It must contain the documents, information and details required for Council to assess the Expression of Interest. It must be lodged via Tenderlink, or by email at [trc@tamworth.nsw.gov.au](mailto:trc@tamworth.nsw.gov.au) on or prior to the Closing Date. These are the only methods for submitting an Expression of Interest. Submissions must not be submitted directly to Council staff and this may result in your Expression of Interest being rejected.

Council will only consider a late Expression of Interest (received after the Closing Date) where the Interested Party is able to verify that the Expression of Interest document was lodged with Tenderlink, however, an error is proven with the system that prevented the Expression of Interest from uploading.

### **2.10.2 Acceptance of Non-conforming Expressions of Interest**

Council reserves the right to waive compliance with a formality requirement for making a submission at the sole discretion of Council.

## **2.11 Opening of Expressions of Interest**

Council will not open Expressions of Interest until immediately after the Closing Date.

## **2.12 Assessment and Acceptance**

Expressions of Interest will be assessed on their merits.

Once submitted, an Expression of Interest may be varied to provide further information by way of explanation or clarification or to correct a mistake or anomaly.

Council reserves the right to contact an Interested Party to seek clarification and further information regarding any aspect of an Expression of Interest prior to making a decision.

Council will advise the successful Interested Party and/or Interested Parties in writing by posting a notice seeking to enter into further discussions and negotiations with a view towards developing a proposal which may subsequently be submitted to Council for a decision.

Council reserves the right to enter into discussions with more than one Interested Party and to discontinue negotiations with an Interested Party at any time.

Council may request an Interested Party to make a presentation which explains their proposal for the use of the land.

Council may not enter into any contract for the sale or any other agreement relating to the land as a result of the Expression of Interest process.

## **2.13 Building Inspection**

If an Interested Party requires, a pre-Expression of Interest meeting it will be held on a date, time and place to be nominated. A Council Officer will be available at that time to receive Interested Party's questions regarding the request for Expressions of Interest. A Council Officer will be available to take Interested Parties on a site inspection of the building site.

## **2.14 Acceptance/Rejection of Expression of Interest**

Council has the right at its sole discretion to explore and to reject any Expression of Interest or may discontinue negotiations with an Interested Party after it has been requested to enter into negotiations.

## **2.15 Multiple Proposals**

An Interested Party may lodge more than one proposal or concept in response to this Expression of Interest.

# **3. Information for Interested Parties Regarding the Land and Improvements**

## **3.1 Land use**

The land is currently used as office accommodation.

## **3.2 Land Classification and Zoning**

The land has been classified as Operational land.

The land is currently zoned E2 – Commercial Centre (refer APPENDIX B).

The general objectives of the E2 – Commercial Centre are:

- to strengthen the role of the commercial centre as the centre of business, retail, community and cultural activity;
- to encourage investment in commercial development that generates employment opportunities and economic growth;
- to encourage development that has a high level of accessibility and amenity, particularly for pedestrians;
- to enable residential development only if it is consistent with the Council's strategic planning for residential development in the area; and
- to ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.

## **3.3 Title Reference**

The land to be sold is Ray Walsh House, 435-437 Peel Street, Tamworth and being Lot 6 Sec 4 in DP 758951 and Lots 11, 12 & 14 in DP 253033. The current Deposited Plan is disclosed in APPENDIX C.

The land is Torrens Title fee simple land. A copy of the current Folio Identifier Ray Walsh House, 435-437 Peel Street, Tamworth and being Lot 6 Sec 4 in DP 758951 and Lots 11, 12 & 14 in DP 253033 can be found at APPENDIX D.

## **3.4 Streetscape**

An aerial view of the premises is attached at APPENDIX E.

### **3.5 Services Infrastructure**

A map showing the location of water (blue), sewer (red) and stormwater (green) services and easements (light blue) associated infrastructure is attached at APPENDIX F.

### **3.6 The Building and Site**

The building is of steel and concrete construction and consists of five floors and an underground car park plus there is an adjacent carpark on the western side of the building. This was the Tamworth Regional Council Administrative headquarters until 2022 after the failure of the air conditioning system that serviced three of the five floors. Friable asbestos was found in air intake at this time.

The building has frontage to the main CBD in Peel Street (refer Picture 1 below) and rear pedestrian and vehicle access at Kable Avenue (refer Picture 2 below), there is also a rear loading dock.

Council is aware that the building may not be in an occupiable state, however, it is expected that prospective Interested Party's will need to undertake their own due diligence.

The presence of friable asbestos was found in Vermiculite fire protection sprayed on all structural steel floor members. This meant that the replacement of the air conditioning system was not possible without first removing the asbestos-containing materials.

The building has been prepared ready for asbestos remediation works to begin. All hygienists, structural, remediation and other relevant reports will be made available for viewing by request from valid interested parties.

There is also telecommunication equipment owned by Council and third parties on the roof of the building, any activation of the site will need to consider the transfer of lease or removal of the equipment.

Information of Ray Walsh House can be found on Council's website:

<https://www.tamworth.nsw.gov.au/about/the-council/ray-walsh-house-remediation>



Picture 1



Picture 2

## **4. Further Information and Inspections**

### **4.1 Communications Relating to this Expression of Interest Invitation**

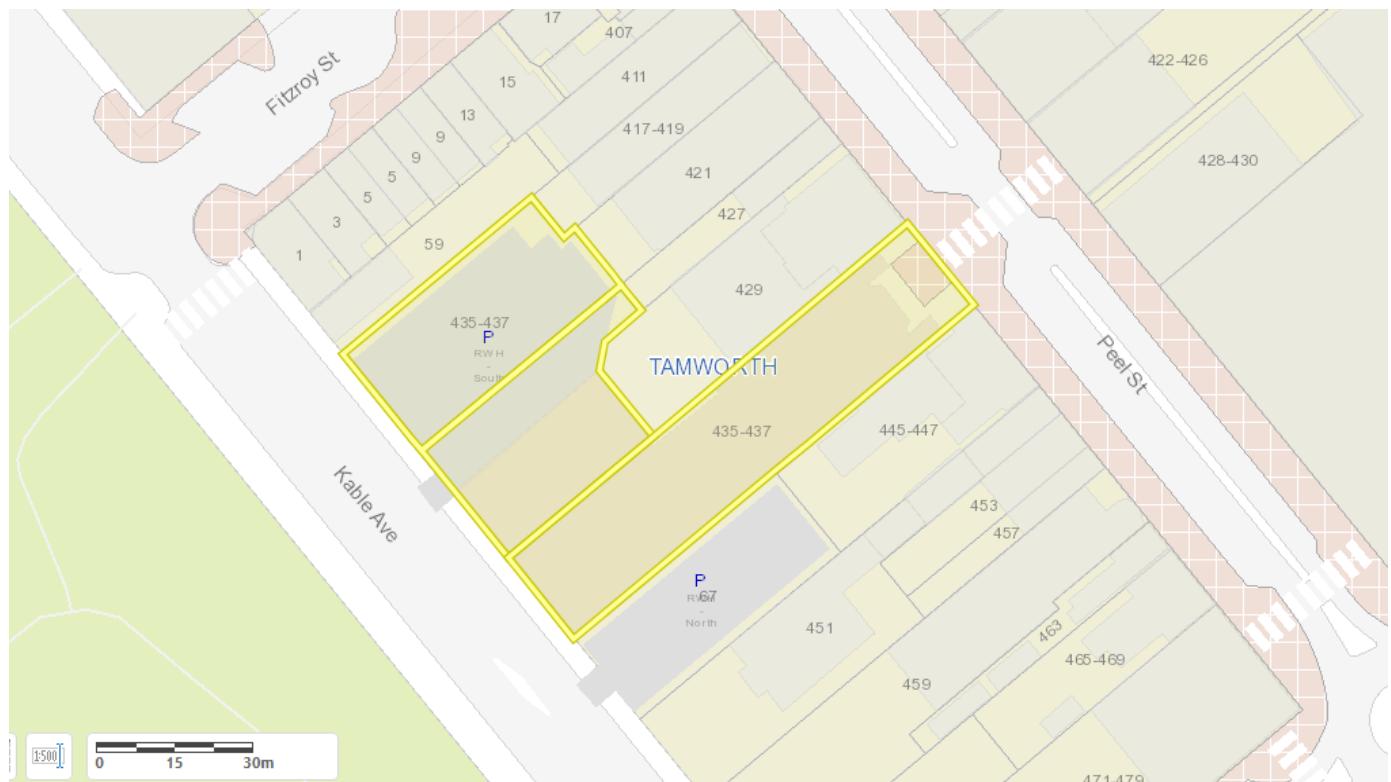
The principal Council contact relating to this Expression of Interest process is:

Acting Manager Strategy & Performance  
Tamworth Regional Council  
PO Box 555  
TAMWORTH NSW 2340  
ATTENTION: Karen Litchfield  
Telephone: (02) 6767 5514  
Email: [trc@tamworth.nsw.gov.au](mailto:trc@tamworth.nsw.gov.au)

### **4.2 Site Inspections**

Site inspections can be arranged by contacting Karen Litchfield as above.

## APPENDIX A



## APPENDIX B

### Zone E2 Commercial Centre

#### 1 Objectives of zone

- To strengthen the role of the commercial centre as the centre of business, retail, community and cultural activity.
- To encourage investment in commercial development that generates employment opportunities and economic growth.
- To encourage development that has a high level of accessibility and amenity, particularly for pedestrians.
- To enable residential development only if it is consistent with the Council's strategic planning for residential development in the area.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.

#### 2 Permitted without consent

Roads

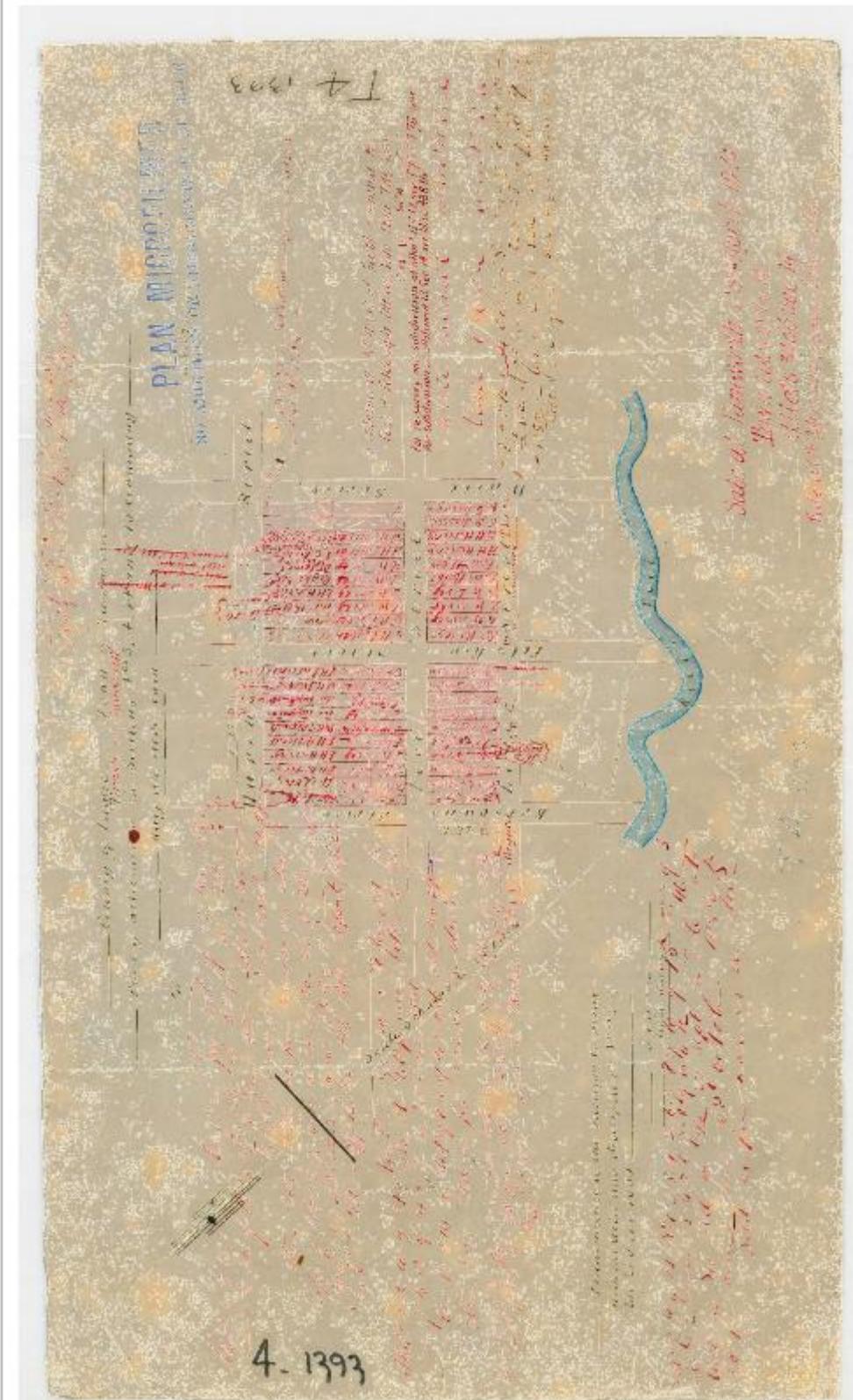
#### 3 Permitted with consent

Amusement centres; Artisan food and drink industries; Attached dwellings; Backpackers' accommodation; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Creative industries; Entertainment facilities; Function centres; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Mortuaries; Multi dwelling housing; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Vehicle repair stations; Veterinary hospitals; Any other development not specified in item 2 or 4

#### 4 Prohibited

Agriculture; Airstrips; Air transport facilities; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipad; Highway service centres; Industrial retail outlet; Industrial training facilities; Industries; Jetties; Liquid fuel depots; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Research stations; Residential accommodation; Rural industries; Service stations; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle sales or hire premises; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies.

## APPENDIX C



SOMMERTAG 10. JULI 2012, 10.00 UHR, RECHTSANWALTSKANTOR HEDINGER 2012.

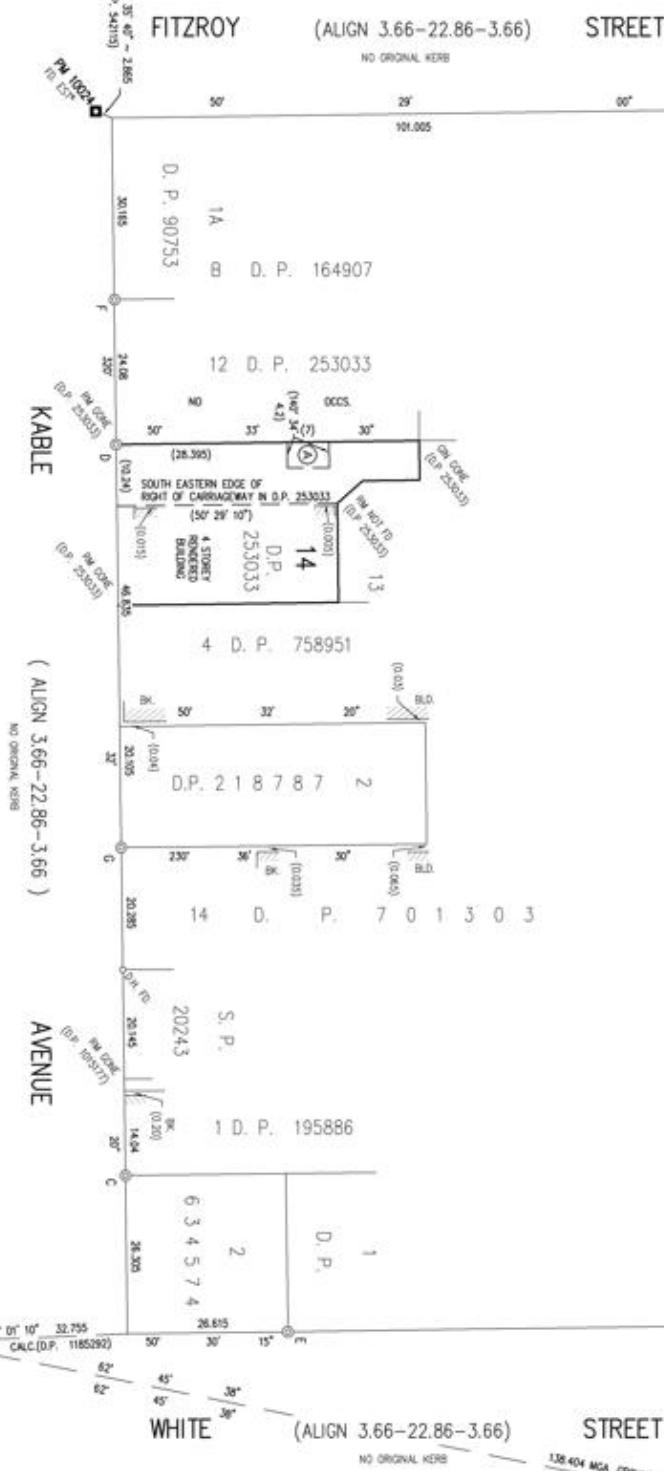
SURVEYING & SPATIAL INFORMATION REGULATION 2012						
CLAUSE 35 (1) (b) & 61 (2)						
MARK	FACTOR	WEIGHT	ACCURACY	MEASUREMENT	MEASUREMENT	DERON
SMS 77361	302 655.446	6 598 24.301	B	2	-	SMS
SMS 85570	302 778.716	6 598 39.671	C	3	-	SMS
SMS 85571	302 616.714	6 598 285.214	C	3	-	SMS
PM 10024	302 546.485	6 598 300.930	B	2	-	SMS
COMBINED SCALE FACTOR 1.00000102		2	ZONE 56			

Label	Reactive	Distance	Schedule of Reference Marks	Description
C	50°	0.915	800	DIA. X. TD. D. 650/14
D	45°	1.000	800	DIA. X. TD. D. 650/14
E	200°	1.12	800	DIA. X. TD. D. 650/14
F	30°	0.915	800	DIA. X. TD. D. 50/40/3
G	90°	1.00	800	DIA. X. TD. D. 50/40/3

SOURCE: S2005 (07 MAY 2015)

Period	Actual	Target	Variance
Period 1	100	100	0
Period 2	105	100	+5
Period 3	110	100	+10
Period 4	100	100	0
Period 5	100	100	0
Period 6	100	100	0
Period 7	100	100	0
Period 8	100	100	0
Period 9	100	100	0
Period 10	100	100	0

MCa



**A** PROPOSED EASMENT FOR MULTI-PURPOSE ELECTRICAL  
INSTALLATION 4.2 MEX

Surveyor: ANDREW PETER SWANE	PLAN OF PROPOSED EASEMENTS WITHIN		
Date of Survey: 07 MAY 2015	LOT	14	D. P. 2 5 3 0 3 3
Surveyor's Ref: L1810.2	LGA: TAWMORTH REGIONAL Locality: TAWMORTH Subdivision No: _____ Survey plan on reverse. Scale 1:500		
	Registered	19/04/2016	DP1217290
			DOC. NO. 480000001



## APPENDIX D



### Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 6/4/758951

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
25/2/2025	11:28 AM	24	6/12/2023

#### LAND

LOT 6 OF SECTION 4 IN DEPOSITED PLAN 758951  
AT TAMWORTH  
LOCAL GOVERNMENT AREA TAMWORTH REGIONAL  
PARISH OF TAMWORTH COUNTY OF INGLIS  
(FORMERLY KNOWN AS ALLOTMENT 6 OF SECTION 4)  
TITLE DIAGRAM CROWN PLAN 4.1393

#### FIRST SCHEDULE

TAMWORTH CITY COUNCIL (T 3667071)

#### SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AG943471 LEASE TO TOWERS BUSINESS OPERATIONS PTY LTD (SEE AT210022) OF THE PART HATCHED IN PLAN WITH AG943471 COMMENCES 1/1/2022. EXPIRES: 31/12/2026.
- 3 AG943472 LEASE TO TOWERS BUSINESS OPERATIONS PTY LTD (SEE AT210022) OF THE PART HATCHED IN PLAN WITH AG943472 COMMENCES 1/1/2027. EXPIRES: 31/12/2031.
- 4 AQ698714 LEASE TO AUSTRALIA TOWER NETWORK PTY LIMITED (SEE AT219710) OF THE PART SHOWN HATCHED IN PLAN WITH AQ698714. EXPIRES: 1/8/2025.
- 5 AQ698715 LEASE TO AUSTRALIA TOWER NETWORK PTY LIMITED (SEE AT219710) OF THE PART SHOWN HATCHED IN PLAN WITH AQ698715. COMMENCES: 2/8/2025. EXPIRES: 1/8/2030.
- 6 AQ698716 LEASE TO AUSTRALIA TOWER NETWORK PTY LIMITED (SEE AT219710) OF THE PART SHOWN HATCHED IN PLAN WITH AQ698716. COMMENCES: 2/8/2030. EXPIRES: 1/8/2035.
- 7 AQ698717 LEASE TO AUSTRALIA TOWER NETWORK PTY LIMITED (SEE AT219710) OF THE PART SHOWN HATCHED IN PLAN WITH AQ698717. COMMENCES: 2/8/2035. EXPIRES: 1/8/2040.

#### NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 11/253033

SEARCH DATE	TIME	EDITION NO	DATE
28/3/2025	3:46 PM	28	17/11/2009

LAND

LOT 11 IN DEPOSITED PLAN 253033  
AT EAST TAMWORTH  
LOCAL GOVERNMENT AREA TAMWORTH REGIONAL  
PARISH OF TAMWORTH COUNTY OF INGLIS  
TITLE DIAGRAM DP253033

FIRST SCHEDULE

TAMWORTH CITY COUNCIL (T 3667071)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 7785228 LEASE TO EVERSON SERVICES PTY LIMITED OF OFFICE  
SUITE 1A, 3RD FLOOR, RAY WALSH HOUSE, 437 PEEL STREET,  
TAMWORTH. EXPIRES: 30/6/2003. OPTION OF RENEWAL: 3  
YEARS.  
AA482369 VARIATION OF LEASE 7785228 EXPIRY DATE NOW:  
30/06/2006  
AC450806 TRANSFER OF LEASE 7785228 LESSEE NOW EVERSON  
LEGAL SERVICES PTY LIMITED  
AD58939 VARIATION OF LEASE 7785228  
AF120872 VARIATION OF LEASE 7785228 EXPIRY DATE NOW  
30/6/2012.
- 3 7785229 LEASE TO EVERSON SERVICES PTY LIMITED OF OFFICE  
SUITE 1, 3RD FLOOR, RAY WALSH HOUSE, 437 PEEL STREET,  
TAMWORTH.. EXPIRES: 30/6/2003. OPTION OF RENEWAL: 3  
YEARS.  
AA482370 VARIATION OF LEASE 7785229 EXPIRY DATE NOW:  
30/06/2006  
AC450806 TRANSFER OF LEASE 7785229 LESSEE NOW EVERSON  
LEGAL SERVICES PTY LIMITED  
AD58940 VARIATION OF LEASE 7785229  
AF120873 VARIATION OF LEASE 7785229 EXPIRY DATE NOW  
30/6/2012.
- 4 AE511557 LEASE TO GRIFFIN FINANCIAL SERVICES PTY LIMITED OF  
SUITE 1D, LEVEL 3, RAY WALSH HOUSE, 437 PEEL STREET,  
TAMWORTH. EXPIRES: 30/6/2009. OPTION OF RENEWAL: 2  
YEARS.

END OF PAGE 1 - CONTINUED OVER

legal...

PRINTED ON 28/3/2025

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 11/253033

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



## Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 14/253033

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
25/2/2025	11:05 AM	21	1/10/2016

### LAND

LOT 14 IN DEPOSITED PLAN 253033  
AT EAST TAMWORTH  
LOCAL GOVERNMENT AREA TAMWORTH REGIONAL  
PARISH OF TAMWORTH COUNTY OF INGLIS  
TITLE DIAGRAM DP253033

### FIRST SCHEDULE

TAMWORTH CITY COUNCIL (T 3667071)

### SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP253033 RIGHT OF CARRIAGEWAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 BK 2670 NO 877 EASEMENT FOR TRANSMISSION OF ELECTRICITY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 BK 2670 NO 877 EASEMENT FOR CARRIAGEWAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP268039 EASEMENT FOR ACCESS AND VENTILATION LIMITED IN STRATUM AND POSITIVE COVENANT AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP268039
- 6 DP268039 EASEMENT FOR ELECTRICITY SUBSTATION LIMITED IN STRATUM AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP268039
- 7 DP268039 EASEMENT FOR SUPPORT LIMITED IN STRATUM FROM 376.8 TO 382.7 AHD AND POSITIVE COVENANT AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP268039
- 8 DP268039 RIGHT OF CARRIAGEWAY AND EASEMENT FOR ELECTRICITY PURPOSES (SUBJECT TO EXISTING BUILDING) AND POSITIVE COVENANT AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP268039
- 9 AK756982 EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE AFFECTING THE PART DESIGNATED (A) IN DP1217290

### NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



LAND  
REGISTRY  
SERVICES

## Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 12/253033

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
12/10/2023	11:12 AM	10	19/2/2009

### LAND

LOT 12 IN DEPOSITED PLAN 253033  
AT EAST TAMWORTH  
LOCAL GOVERNMENT AREA TAMWORTH REGIONAL  
PARISH OF TAMWORTH COUNTY OF INGLIS  
TITLE DIAGRAM DP253033

### FIRST SCHEDULE

TAMWORTH CITY COUNCIL (T 3667071)

### SECOND SCHEDULE (6 NOTIFICATIONS)

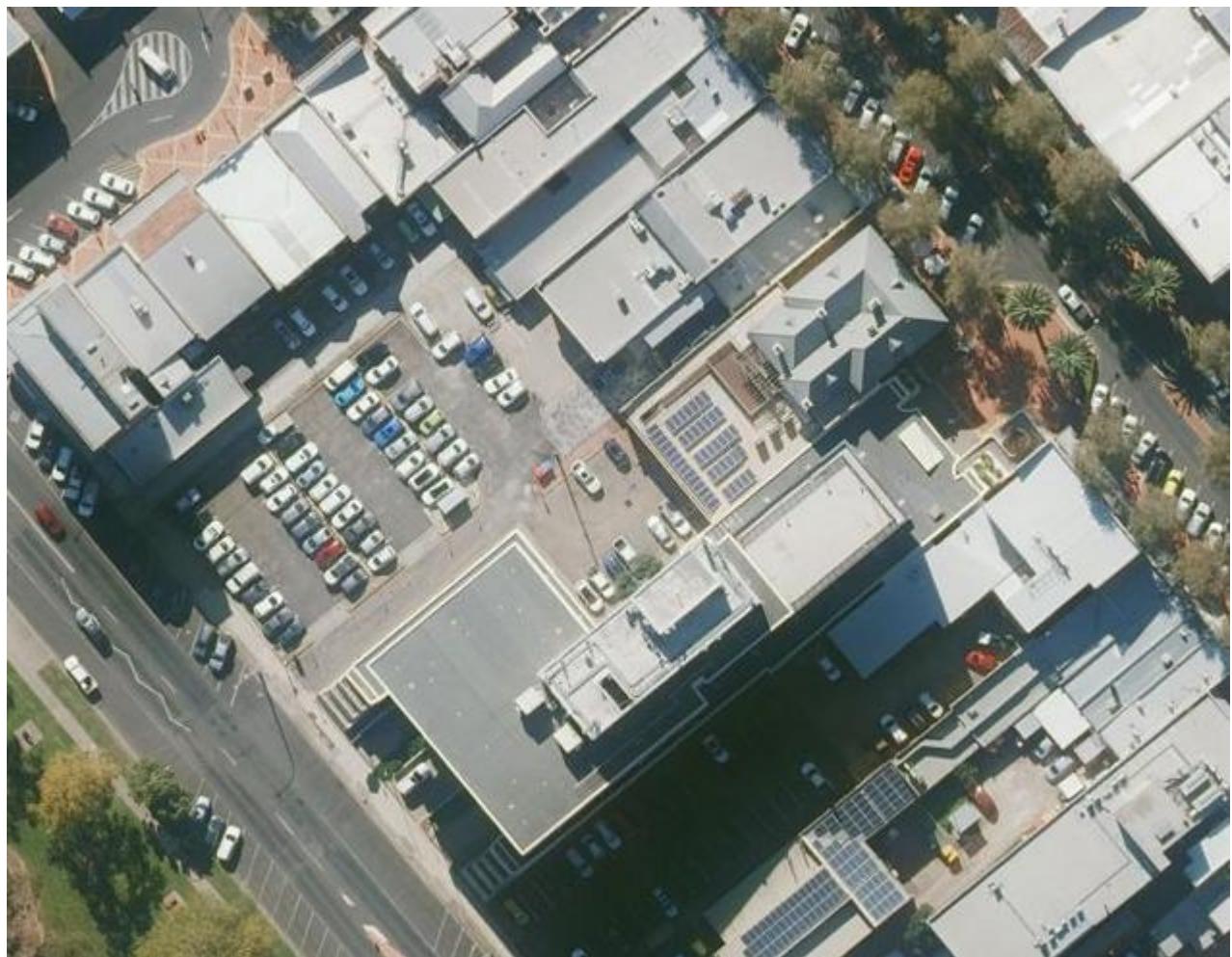
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP253033 RIGHT OF CARRIAGEWAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 BK 2861 NO 130 RIGHT OF CARRIAGEWAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP268039 RIGHT OF CARRIAGEWAY AND EASEMENT FOR ELECTRICITY PURPOSES (SUBJECT TO EXISTING BUILDING) AND POSITIVE COVENANT AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP268039
- 5 3667071 COVENANT
- 6 AE511557 LEASE TO GRIFFIN FINANCIAL SERVICES PTY LIMITED OF SUITE 1D, LEVEL 3, RAY WALSH HOUSE, 437 PEEL STREET, TAMWORTH. EXPIRES: 30/6/2009. OPTION OF RENEWAL: 2 YEARS.

### NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

## APPENDIX E



## APPENDIX F



8/10/63

NUMBER 877

BOOK 2670

GRANT OF EASEMENT FOR

New South Wales Stamp Duty  
30/- duly stamped.

THIS DEED made the 20th day of August One thousand nine hundred and sixty-three BETWEEN AUSTRALIA AND NEW ZEALAND BANK LIMITED whose registered office in the State of New South Wales is at 2 Martin Place, Sydney (hereinafter called "the Bank") and PEEL-CUNNINGHAM COUNTY COUNCIL of Tamworth (hereinafter called "the Council") WHEREAS the Bank has agreed with the Council for the grant of an easement for carriageway and to lay wires and cables and other necessary apparatus and appliances for the transmission of electricity over certain land and hereditaments of the Bank more particularly set out in the Schedules hereto NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of one pound now paid by the Council to the Bank (the receipt whereof is hereby acknowledged) the Bank as beneficial owner hereby grants unto the Council full right and liberty for the Council and its successors in title its servants and all persons authorised by it at all times hereafter to pass and repass with or without vehicles over that piece or parcel of land set out in Schedule "A" hereunder and in addition to construct and maintain in upon along and across the lands set out in Schedules "A" and "B" hereunder in a proper manner cables wires and other necessary apparatus and appliances for the purpose of transmitting and distributing electricity together with the right at all times to enter upon the said premises for the purpose of inspecting the said cables wires apparatus and appliances and making necessary repairs and alterations thereto AND IT IS FURTHER AGREED AND DECLARED between the parties hereto:-

1. That when practicable the Council will give the Manager of the branch of the Bank at Tamworth notice of its intention to use the lands described in the schedules for any of the purposes aforesaid and will lock and secure all gates found to be locked when using the said land and will supply and erect at no cost to the Bank any new gates or locks required.
2. That during the laying of cables in the land described in Schedule "A" the Council will ensure that the Bank will still have the use of the said land for the purposes of access.
3. That the Council will keep the Bank fully indemnified against all damage

*[Signature]*  
Chairman

*[Signature]*  
County Clerk

or loss arising out of the Council's use of the said lands and in particular against any damage to existing or neighbouring structures fences, water pipes sewer mains and gas mains.

4. That the Council will in a proper and workmanlike manner fill in any excavations made by it upon the said lands and will remove all debris and rubbish arising by reason of such excavations or by Council's use of the said lands.

IN WITNESS whereof these presents have been duly executed on the day and year first hereinbefore written.

THE SCHEDULE "A" HEREINBEFORE REFERRED TO

ALL THAT piece or parcel of land being part of allotment 7 section 4 City of Tamworth Parish of Tamworth County of Inglis and State of New South Wales COMMENCING at a point on the northeastern alignment of Kable Avenue (formerly Lower Street) bearing 132 degrees for 199 feet 8 inches from the intersection of the northeastern alignment of Kable Avenue with the southeastern alignment of Fitzroy Street, and bounded thence on the northwest by part of the southeastern side of Allotment 8 Section 4 bearing 41 degrees 58 minutes for 120 feet thence on the northeast by a line bearing 132 degrees for 12 feet thence on the southeast by a line bearing 221 degrees 58 minutes for 120 feet to the northeastern alignment of Kable Avenue thence on the southwest by part of that alignment of Kable Avenue bearing 312 degrees for 12 feet to the point of commencement.

THE SCHEDULE "B" HEREINBEFORE REFERRED TO

ALL THAT piece or parcel of land being part of Allotment 7 Section 4 City of Tamworth Parish of Tamworth County of Inglis and State of New south Wales COMMENCING at the northern corner of Allotment 7 which point is also the eastern corner of allotment 8 Section 4 and bounded thence on the northeast by part of the southwestern alignment of Peel Street bearing 132 degrees for 5 feet thence on the southeast by lines bearing 222 degrees for 23 feet 1 $\frac{1}{4}$  inches and 221 degrees 58 minutes for 188 feet 3 inches thence on the southwest by a line bearing 312 degrees for 5 feet thence on the northwest by part of the southeastern boundary of Allotment 8 Section 4 being lines bearing 41 degrees 58 minutes for 188 feet 3 inches and 42 degrees for 23 feet 1 $\frac{3}{4}$  inches to the point of commencement.

SIGNED AND SEALED by the said )  
Bank by its Attorney JOHN )  
DANIEL BAKER at Sydney who )  
is personally known to me )

R. Allman  
Justice of the Peace for New  
South Wales

AUSTRALIA AND NEW ZEALAND BANK LIMITED By  
its Attorney and I, the said Attorney  
state that I have not received any notice  
of the revocation of the Power of Attorney  
registered No. 50417 Miscellaneous Register  
and No. 18156 Land Titles Office, Sydney,  
under the authority of which I have just  
executed the within instrument.

J.D.Baker  
District Manager for the time being  
of Australia and New Zealand Bank  
Limited for New South Wales

The Common Seal of the Council  
of the Peel-Cunningham County  
District was hereunto affixed this  
twenty third day of August,  
1963 in pursuance of a resolution  
of the Council passed on the  
nineteenth day of August, 1963

L.S.

R.A. Walsh

Chairman

H.S.Terone

County Clerk

I, VAIMA IRENE FOGARTY of Tamworth in the State of New South Wales,  
Clerk to Messrs. J.J.Lyons & Barnett of Tamworth aforesaid, Solicitors  
being duly sworn make oath and say:- I have compared the writing  
contained above and on the two preceding pages and it is a true  
copy of the original Grant of Easement.

SWORN at Tamworth this }  
3rd day of }  
October 1963 before me:- }

*V.I. Fogarty*

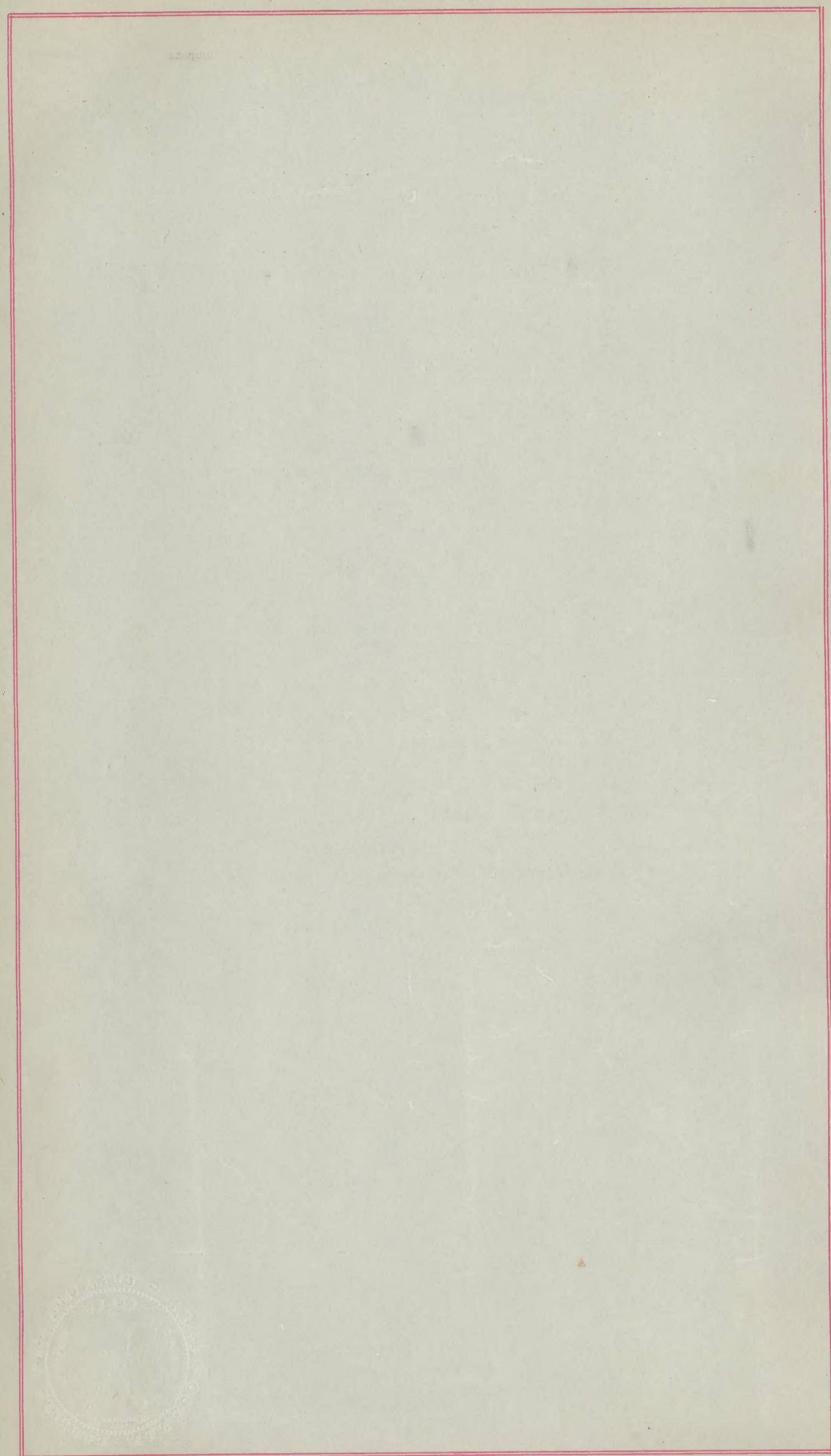
*J.W. Barnett Jr.*  
A Justice of the Peace.

Received into the Office for the Registration of Deeds, etc. at Sydney this  
10th day of October, 1963, at four minutes past  
ten o'clock in the forenoon from **Sylvia Foxwell**  
Clerk to THOMAS KENYON & SON, Conveyancing Agents of Sydney

*R.R. Fitzgerald*

Deputy Registrar.

*Signature As Sealed*  
Chairman  
County Clerk



# LOT 12 and PART LOT 14 in DEPOSITED PLAN 253033 KABLE AVENUE TAMWORTH

## LAND DETAILS

### Lot 12 in DP 253033

*Land:* Lot 12 in DP 253033  
Kable Avenue Tamworth.  
Locality Plan provided at **Attachment 'A'**.  
Copy of DP 253033 provided at **Attachment 'B'**.

*Land Dimension and Area:* Area - 1184 square metres.  
Copy of Sketch Plan showing Lot 12 in DP 253033  
provided at **Attachment 'C'**.

*Ownership:* Tamworth Regional Council.

*Land Classification:* Operational Land.

*Zoning:* 3(a1) Central Business.  
Tamworth Local Environmental Plan 1996.

*Restrictions on Title:*

1. Reservations and Conditions in Crown Grant(s).
2. DP 253033 - Right of Carriageway affecting the part(s) shown so burdened in the Title Diagram (being the Right of Carriageway adjacent to the boundary of Lots 12 and 14 in DP 253033 shown on the Sketch Plan provided at **Attachment 'C'** and being 3.05 metres wide).
3. Bk 2861 No 130 - Right of Way affecting the part(s) shown so burdened in the Title Diagram (being the Right of Way adjacent to the boundary of Lot 12 in DP 253033 and Lot B in DP 164109 shown on the Sketch Plan provided at **Attachment 'C'** and being 4.57 metres wide).
4. DP 268039 - Right of Carriageway and Easement for Electricity Purposes (subject to existing building) and Positive Covenant affecting the part of the land above described shown so burdened in DP 268039 (being the Right of Carriageway adjacent to the boundary of Lots 12 and 14 in DP 253033 shown on the Sketch Plan provided at **Attachment 'C'** and being 3.05 metres wide).

5. 3667071 - Covenant (fencing).
6. AD16849 - Lease to Griffin Financial Services for car parking. The lease terminates on 30 June 2008 and will be removed from the Title.

*Land Use:*

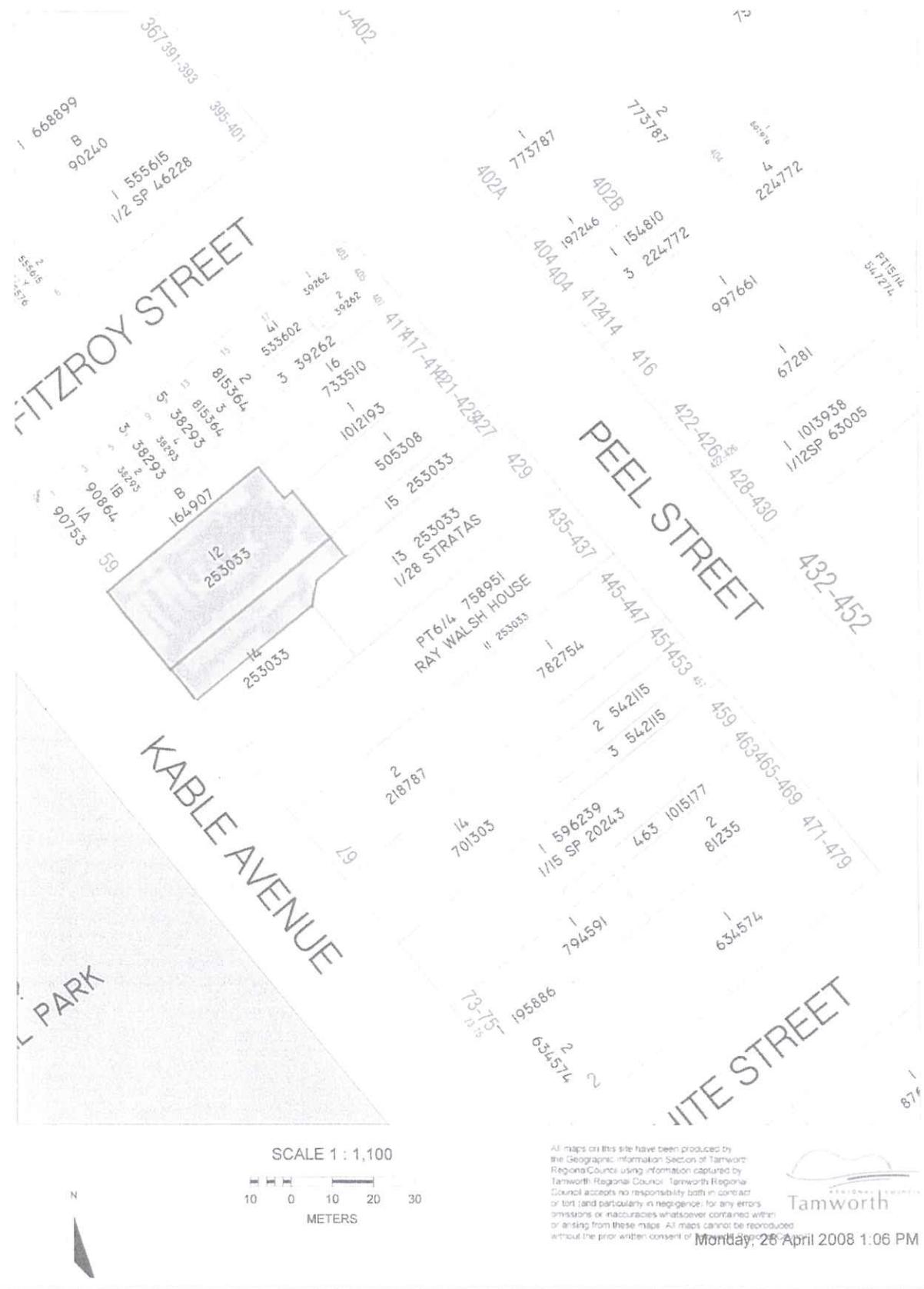
Car Parking.

1. Total number of sites – 53 car parking spaces – includes 4 car parking spaces on Lot 14 in DP 253033.
2. Sites provided as a condition of Development Consent associated with the construction of Ray Walsh House on the adjacent Lot 14 in DP 253033 - 46 car parking spaces.
3. Sites leased - 7 car parking spaces leased to tenant of Ray Walsh House.

Copy of plan showing car parking layout provided at ***Attachment 'D'***.

## **Attachment 'A'**

LOCALITY PLAN - Lot 12 Kable Avenue Tamworth



All maps on this site have been produced by the Geographic Information Section of Tamworth Regional Council using information captured by Tamworth Regional Council. Tamworth Regional Council accepts no responsibility (both in contract or tort) and in particular in negligence, for any errors, omissions or inaccuracies whatsoever contained within or arising from these maps. All maps cannot be reproduced without the prior written consent of [Tamworth Regional Council](http://www.tamworth.nsw.gov.au).

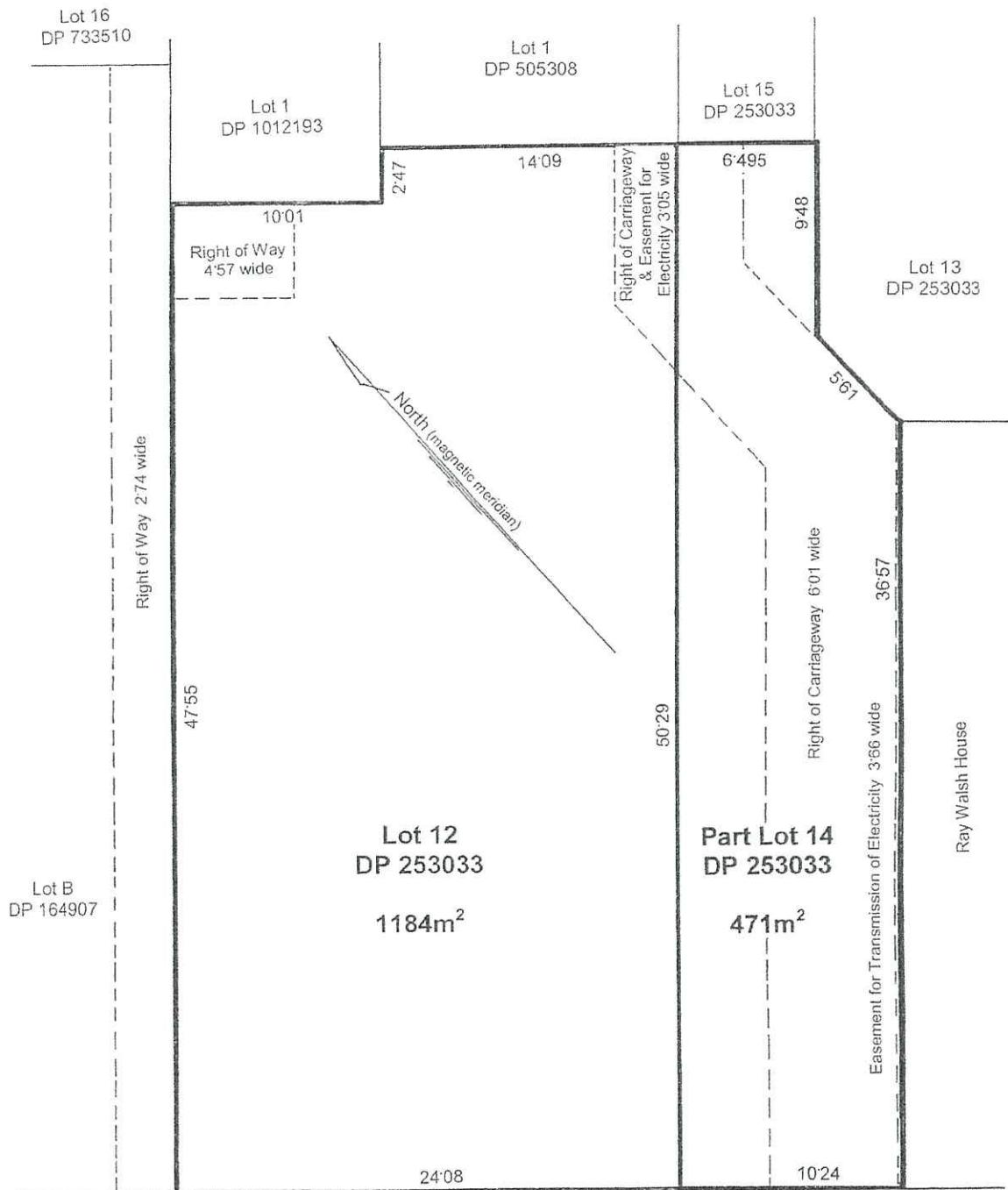
Monday, 28 April 2008 1:06 PM

**Part Lot 14 in DP 253033**

<i>Land:</i>	Part Lot 14 in DP 253033 being that part of Lot 14 between the northern outer wall of the Ray Walsh House building and the southern boundary of Lot 12 in DP 253033. Kable Avenue Tamworth. Locality Plan provided at <b>Attachment 'A'</b> . Copy of DP 253033 provided at <b>Attachment 'B'</b> .
<i>Land Dimension and Area:</i>	Area - 471 square metres. Copy of Sketch Plan showing Part Lot 14 in DP 253033 provided at <b>Attachment 'C'</b> .
<i>Ownership:</i>	Tamworth Regional Council.
<i>Land Classification:</i>	Operational Land.
<i>Zoning:</i>	3(a1) Central Business. Tamworth Local Environmental Plan 1996.
<i>Restrictions on Title:</i>	<ol style="list-style-type: none"><li>1. Reservations and Conditions in Crown Grant(s).</li><li>2. DP 253033 - Right of Carriageway affecting the part(s) shown so burdened in the Title Diagram (being the Right of Carriageway adjacent to the boundary of Lots 12 and 14 in DP 253033 shown on the Sketch Plan provided at <b>Attachment 'C'</b> and being 3.05 metres wide).</li><li>3. DP 268039 - Right of Carriageway and Easement for Electricity Purposes (subject to existing building) and Positive Covenant affecting the part of the land above described shown so burdened in DP 268039 (being the Right of Carriageway adjacent to the boundary of Lots 12 and 14 in DP 253033 shown on the Sketch Plan provided at <b>Attachment 'C'</b> and being 3.05 metres wide). Copy of DP 268039 provided at <b>Attachment 'E'</b>.</li></ol>
<i>Land Use:</i>	Car Parking is as detailed for Lot 12 above and as shown on the car parking layout plan provided at <b>Attachment 'D'</b> .

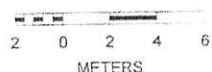
## **Attachment 'B'**

**Attachment 'C'**



KABLE AVENUE

SCALE 1 : 250

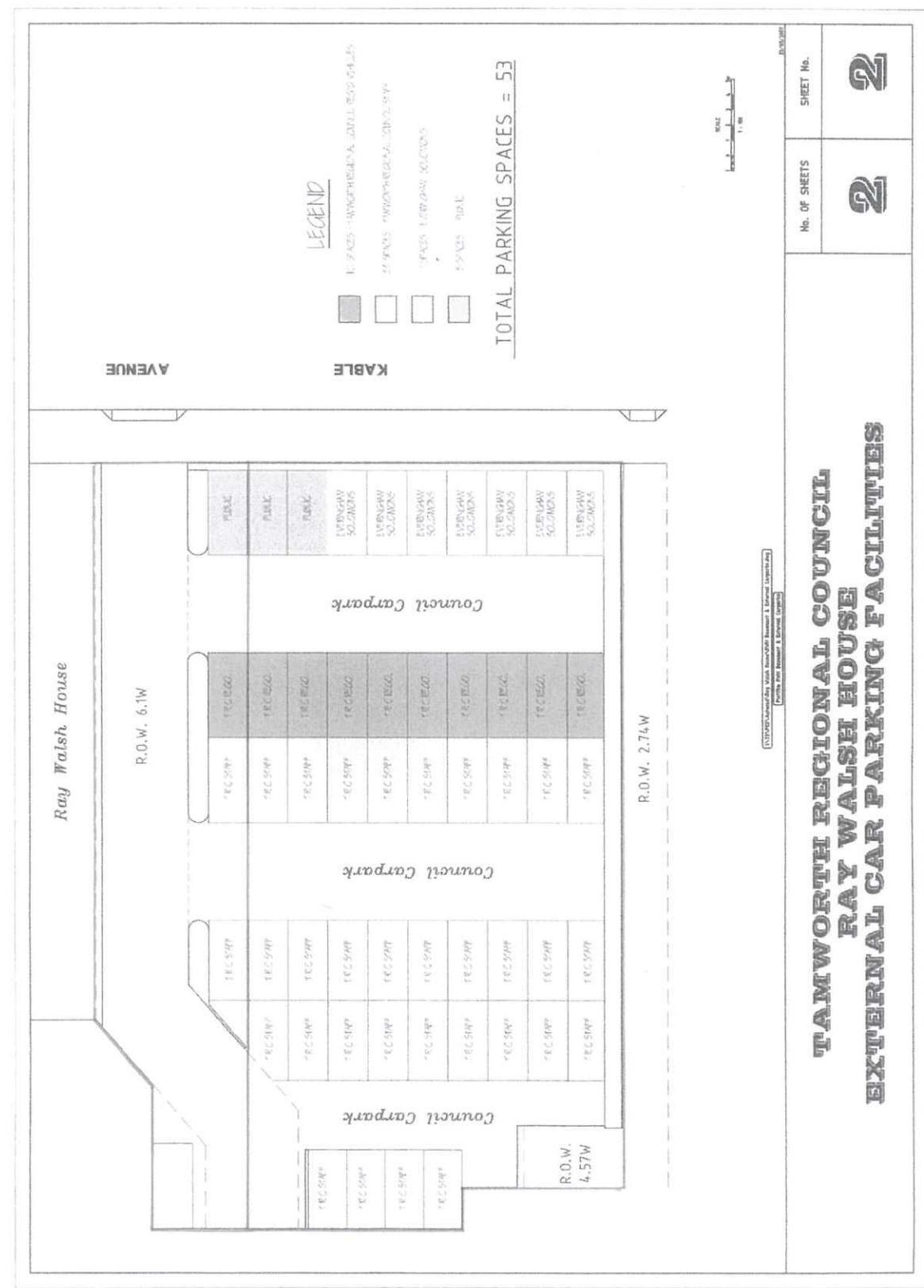


**SKETCH PLAN SHOWING  
LOT 12 AND PART LOT 14 IN DP 253033  
KABLE AVENUE TAMWORTH**

RR 1.250  
Drawn CJ 28 April 2008

NB: All dimensions and areas are approximate only and subject to survey

### **Attachment 'D'**



## **Attachment 'E'**

Churn : 34.9% | Document ID: 0262839 PLAN | Revision 09 Sep 1997 | Status: OK | Printed 09 Sep 1997 22:37 | Page 2 of 2 | Warning: Supplied by NSW Land Titles Office for internal use by Tamworth City Council

Client Name / Document ID 026509 PLAN / Revision 09 Sep 1997 / Status OK / Printed 09 Sep 1997 22 37 / Images 2 / Warning Supplied by NSW Land Titles Office for internal use by Tamworth City Council





P 9 3 II. 403

1941-1941 SETTING OUT INTERBS CREATED  
PISCUANT TO SECTION NO. CONVENTIONAL ACT.  
U.P. 2530353  
9.8.1978

1. Three Wielded Words, Registration made or a parchment made of a document, my name is [redacted] 7th day of January, 1913

**FRAME 2**

eg:R13810 / DocID: 0235033 B / Rev: 30-Mar-1993 / NSW LRS / PGs: ALL / Date: 20-FEB-2023 10:52 / Seq: 1 of 2  
Office of the Regististrar-General / Src: InfoTrack / Ref: legal

SIGNATURE AND SEALS ONLY.

## DIAGRAM 1

DATUM LINE OF AZIMUTH PM 10024 - SSM77561

DP 268039

Registered

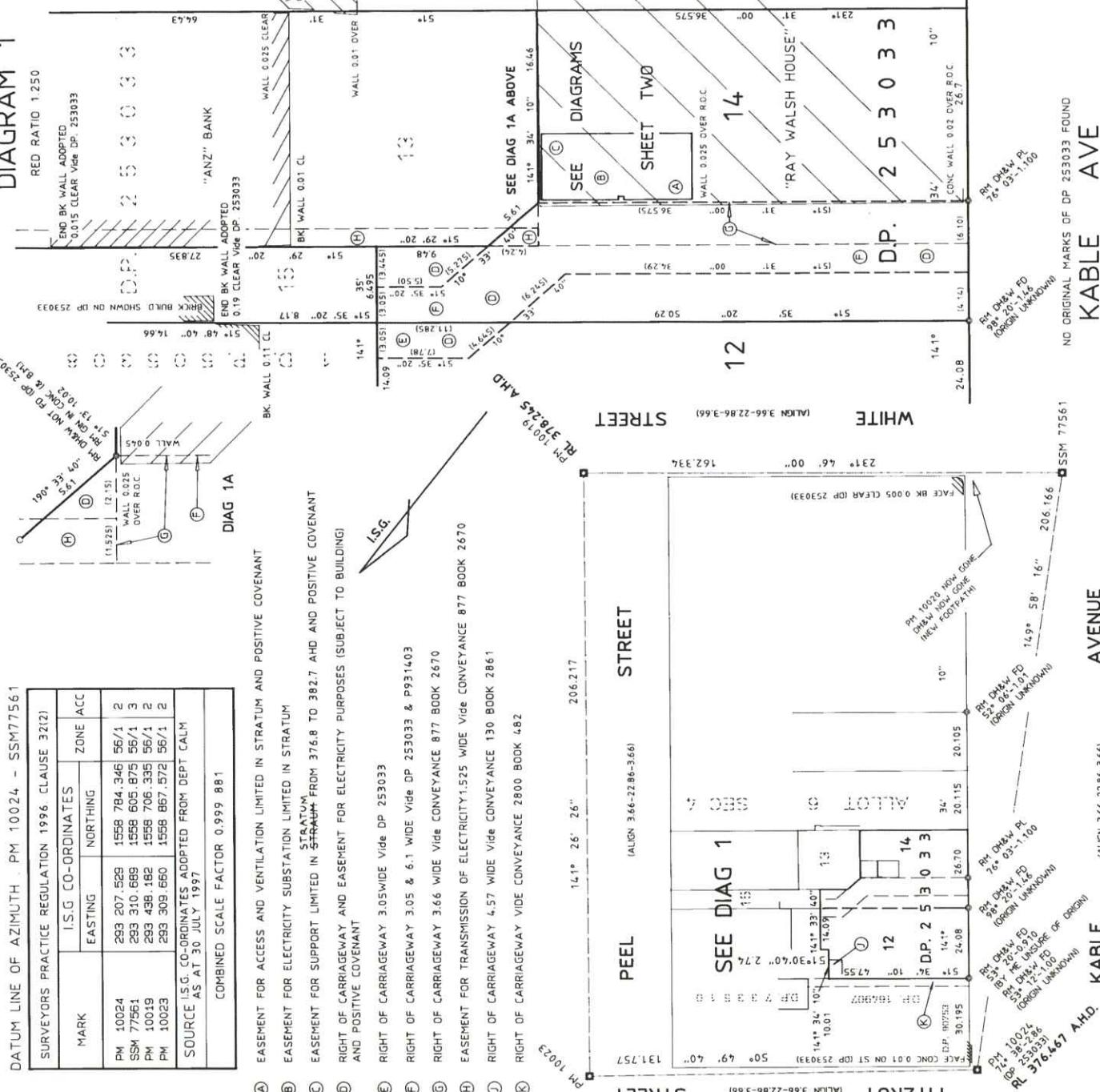
8.9.1997

SURVEYORS PRACTICE REGULATION 1996 CLAUSE 3(2)(i)			
MARK	I.S.G CO-ORDINATES	ZONE	ACC
PM 10024	293 207 529	1558 784 .346	56/1
SSM 77561	293 310 689	1558 605 .375	56/1
PM 10019	293 438 182	1558 706 .335	56/1
PM 10023	293 309 660	1558 887 .572	56/1

SOURCE I.S.G CO-ORDINATES ADOPTED FROM DEPT CALM

COMBINED SCALE FACTOR 0.929 881

- (A) EASEMENT FOR ACCESS AND VENTILATION LIMITED IN STRATUM AND POSITIVE COVENANT
- (B) EASEMENT FOR ELECTRICITY SUBSTATION LIMITED IN STRATUM
- (C) EASEMENT FOR SUPPORT LIMITED IN STRATUM FROM 37.6.8 TO 382.7 AND POSITIVE COVENANT
- (D) RIGHT OF CARRIAGeway AND EASEMENT FOR ELECTRICITY PURPOSES (SUBJECT TO BUILDING) AND POSITIVE COVENANT
- (E) RIGHT OF CARRIAGeway 3.05WIDE Vide DP 253033
- (F) RIGHT OF CARRIAGeway 3.05 & 6.1 WIDE Vide DP 253033 & P931443
- (G) RIGHT OF CARRIAGeway 3.66 WIDE CONVEYANCE 877 BOOK 2670
- (H) EASEMENT FOR TRANSMISSION OF ELECTRICITY 1.525 WIDE Vide CONVEYANCE 877 BOOK 2661
- (J) RIGHT OF CARRIAGeway 4.57 WIDE CONVEYANCE 130 BOOK 482
- (K) RIGHT OF CARRIAGeway WIDE CONVEYANCE 2800 BOOK 482



The CORPORATE SEAL of the State of New South Wales  
affixed on the ..... day of ..... 1997  
in accordance with the State of New South Wales  
in the presence of .....  
Chief Executive Officer

Corporate Secretary

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....



SECTION 88B INSTRUMENT

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 OF THE CONVEYANCING ACT, 1919

(Sheet 1 of 7)

**DP 268039**

Plan For Easement Purposes over Lots 12  
and 14 DP 253033

Full name and address of Proprietor of the  
land:

NORTHPOWER of "NorthPower House",  
9 Short Street, Port Macquarie

PART 1

1. Identity of easement/covenant to be  
created and firstly referred to in the  
plan: Easement for Access and Ventilation  
Limited In Stratum and Positive Covenant

SCHEDULE OF LOTS, ETC. AFFECTED

<u>Lot Burdened</u>	<u>Body or Prescribed Authority benefited</u>
---------------------	---

Lot 14 in DP 253033 being the land in Identifier 14/253033	NorthPower
---	------------

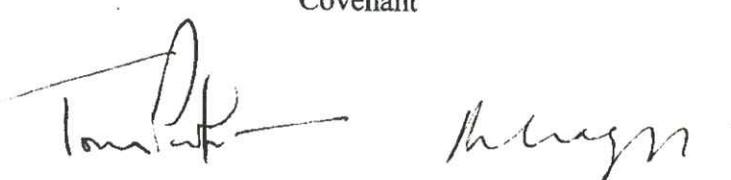
2. Identity of easement to be created and  
secondly referred to in the plan: Easement for Electricity Substation Limited  
In Stratum

SCHEDULE OF LOTS, ETC. AFFECTED

<u>Lot Burdened</u>	<u>Body or Prescribed Authority benefited</u>
---------------------	---

Lot 14 in DP 253033 being the land in Identifier 14/253033	NorthPower
---	------------

3. Identity of easement/covenant to be  
created and thirdly referred to in the plan: Easement for Support Limited In Stratum  
From 376.8 to 382.7 AHD and Positive  
Covenant



SECTION 88B INSTRUMENT  
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 OF THE CONVEYANCING ACT, 1919

(Sheet 2 of 7)

**DP 268039**

Plan For Easement Purposes over Lots 12  
and 14 DP 253033

SCHEDULE OF LOTS, ETC. AFFECTED

<u>Lot Burdened</u>	<u>Body or Prescribed Authority benefited</u>
Lot 14 in DP 253033 being the land in Identifier 14/253033	NorthPower
4. <u>Identity of easement/covenant to be created and fourthly referred to in the plan:</u>	Right of Carriageway and Easement for Electricity Purposes (Subject To Building) and Positive Covenant

SCHEDULE OF LOTS, ETC. AFFECTED

<u>Lots Burdened</u>	<u>Body or Authority Benefited</u>
Lot 12 in DP 253033 being the land in Identifier 12/253033	NorthPower
Lot 14 in DP 253033 being the land in Identifier 14/253033	NorthPower

PART 2

Definitions

In this instrument the following terms shall mean:

"AHD" means a reduced level reduced to Australian Datum  
"Dominant Tenement" means NorthPower  
"Servient Tenement" means the Lot or Lots Burdened herein  
"NorthPower" means NorthPower and its successors in law and/or time

 Tom J. Mayr

## SECTION 88B INSTRUMENT

### 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 OF THE CONVEYANCING ACT, 1919

(Sheet 3 of 7)

Plan: **DP 268039**

Plan For Easement Purposes over Lots 12  
and 14 DP 253033

1. Terms of Easement for Access and Ventilation Limited in Stratum and Positive  
Covenant Firstly Referred to in the Plan:

#### Intention

The intention of the easement is to ensure adequate access for personnel, machinery, apparatus and air through the apertures in the concrete wall as depicted on Diagram 5 on the Plan.

The maintenance component of the terms of this easement are intended to comprise a positive covenant to impose positive obligations on successors in title in accordance with the provisions of Section 88BA of the Conveyancing Act, 1919, as amended.

#### Terms

Full and free right and liberty for the Dominant Tenement, its officers, servants and agents and all other persons authorised by it from time to time and at all times to:

- (i) pass and re-pass with or without equipment, machinery or apparatus through the site of the easement;
- (ii) allow air to pass in any quantity through the site of the easement in any manner deemed to be environmentally acceptable; and
- (iii) to attach any doors, louvres or security devices to the wall in accordance with the provisions of the Easement for Support Limited In Stratum from 376.8 to 382.7 AHD and Positive Covenant thirdly referred to in this Plan.

#### Maintenance

The Dominant Tenement is fully responsible for the maintenance of any doors, louvres or security devices within the easement.



**SECTION 88B INSTRUMENT**  
**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 OF THE CONVEYANCING ACT, 1919**

(Sheet 4 of 7)

Plan: DP 268039

Plan For Easement Purposes over Lots 12  
and 14 DP 253033

2. Terms of Easement for Electricity Substation Limited In Stratum Secondly Referred to in the Plan

Intention

The intention of the easement is to allow for the continued use of apparatus associated with the distribution of electricity within the cubic space defined by the easement in Diagram 3 of the Plan.

Terms

An easement for the transmission of electricity by the Dominant Tenement and for that purpose to

- (i) install all necessary equipment (including transformers, transmission mains, wires and cables) concrete slabs and brick or concrete walls together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment; and
- (ii) for every person authorised by the Dominant Tenement to enter into and upon the said easement or any part thereof at all times and to remain there for any reasonable time with surveyors, workman, vehicle, machinery, tools or things or persons; and
- (iii) to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things;

provided that the Dominant Tenement and the persons authorised by it will take all reasonable precautions to ensure as little disturbance and possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

The surrender of the easement is not related to the destruction and/or demolition of the building in the immediate vicinity of the subject easement.



10/05/2021

SECTION 88B INSTRUMENT

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 OF THE CONVEYANCING ACT, 1919

(Sheet 5 of 7)

Plan: DP 268039

Plan For Easement Purposes over Lots 12  
and 14 DP 253033

3. Terms of Easement for Support Limited in Stratum from 376.8 to 382.7 AHD and  
Positive Covenant Thirdly Referred to the Plan

Intention

To maintain the existing walls for the purposes of security and safety together with a right for the Dominant Tenement to use walls within the easement for the support of machinery, shelving, switches or other things.

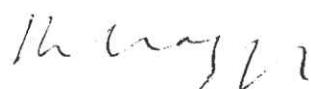
The maintenance component of the terms of the easement are intended to comprise a positive covenant imposing positive obligations on successors in title in accordance with the provisions of Section 88BA of the Conveyancing Act, 1919, as amended.

Terms

Full and free right for the Dominant Tenement to have the Servient Tenement maintain all walls erected within the site of the easement shown in Diagram 2 of the Plan provided that:

- (i) the Dominant Tenement will have right to place hooks, bolts or fastening devices within the material of the walls for the purpose of attaching doors, walls, louvres, shelves and brackets to the walls;
- (ii) the Dominant Tenement will ensure no structural damage is caused to the walls by the attachment of any fastening device to the walls for the support of any thing;
- (iii) the Dominant Tenement will return the wall as nearly as practicable to its original condition following the removal of any fastening device placed in the wall; and
- (iv) the Servient Tenement will replace or repair at full costs to the Servient Tenement any walls damaged by any party other than the Dominant Tenement or by any "Act of God".

The Servient Tenement at full cost to the Servient Tenement will upon demolition of the building erected over the easement provide a fully enclosed structure within



## SECTION 88B INSTRUMENT

### 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 OF THE CONVEYANCING ACT, 1919

(Sheet 6 of 7)

Plan: DP268039

Plan For Easement Purposes over Lots 12  
and 14 DP 253033

the limits of the easement and that structure will include a roof erected within the site of the Easement for Electricity Substation Limited In Stratum shown in Diagram 3 on the Plan.

4. Terms of Right of Carriageway and Easement for Electricity Purposes (Subject to Building) and Positive Covenant Fourthly Referred to in the Plan

#### Intention

The intention of the easement is to ensure adequate access for personnel, vehicles, machinery and apparatus and to allow for the transmission of electricity through any underground apparatus installed now or in the future.

The maintenance component of the terms of the easement are intended to comprise a Positive Covenant imposing positive obligations on successors in title in accordance with the provisions of Section 88BA of the Conveyancing Act, 1919, as amended.

#### Terms

A Right of Carriageway and Easement for the transmission of electricity and a Positive Covenant by the Dominant Tenement and for the purpose:

- (i) to install all necessary underground equipment (including transformers, transmission mains, wires and cables) concrete slabs and brick steel or concrete walls together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment;
- (ii) for every person authorised by the Dominant Tenement to enter into and upon the said easement or any part thereof at all times and to remain there for any reasonable time with surveyors, workman, vehicles, machinery, tools or things or persons; and
- (iii) to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things;

*Mr Langford*

SECTION 88B INSTRUMENT

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 OF THE CONVEYANCING ACT, 1919

(Sheet 7 of 7)

Plan: **DP 268039**

Plan For Easement Purposes over Lots 12  
and 14 DP 253033

provided that:

- (a) the Dominant Tenement and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible the surface of the said easement and will restore that surface as nearly as practicable to its original condition;
- (b) the Dominant Tenement will take all reasonable precautions to ensure that access is not denied to other parties having legal rights created by DP 253033, Instrument of Transfer P931403 and Conveyance No. 877 Book 2670; and
- (c) the Servient Tenement shall not erect or permit to be erected any building or other erection of any kind or description on, over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface, undersurface or subsoil thereof without the prior written consent of the Dominant Tenement having been first obtained provided anything permitted by the Dominant Tenement under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Dominant Tenement and to the reasonable satisfaction of a suitably qualified person appointed by the Dominant Tenement.

Name of Body or Prescribed Authority empowered to release vary or modify the easements  
and covenants firstly, secondly, thirdly and fourthly referred to in the Plan:

NorthPower

THE COMMON SEAL of NORTHPower

was hereunto affixed pursuant to a resolution

previously given and in the presence of:

.....  
Chief Executive Officer

.....  
Corporate Secretary



GRANT OF RIGHT-OF-WAY

*new South Wales stamp*  
Duty \$3.00

REGISTERED NO. 130

BOOK 2861

10 NOV 1982  
B600

THIS DEED made the 30th day of October One thousand nine hundred and sixty seven BETWEEN  
EAST-WEST AIRLINES LIMITED a duly incorporated Company having its Registered Office at  
Tamworth in the State of New South Wales (hereinafter called the Grantor) of the one part  
AND MARGARET STANBURY RICHARDSON wife of Leonard John Richardson of Tamworth in the said  
State Chartered Accountant (hereinafter called the Grantee) of the other part WHEREAS by  
Conveyance of even date herewith made between the Grantor of the one part and the Grantee of  
the other part the Grantee conveyed to the Grantor the land described in the First Schedule  
hereto AND WHEREAS it was a condition of the said Conveyance that the Grantor should grant  
to the Grantee a right of carriage way over the land described in the Second Schedule hereto  
NOW THIS DEED WITNESSETH that in pursuance of the premises and in consideration of the sum  
of One dollar (\$1.00) paid by the Grantee to the Grantor (the receipt whereof is hereby  
acknowledged) the Grantor as beneficial owner hereby grants to the Grantee a right of  
carriage way over the said land described in the Second Schedule hereto AND IT IS HEREBY

AGREED AND DECLARED:-

(a) that the land to which the benefit of the said right of way is appurtenant is the land  
described in the Third Schedule hereto  
(b) that the land which is subject to the burden of the said right of way is the land  
described in the Second Schedule hereto  
(c) that the said right of way may be released ~~xxxxxxxxxxxxxx~~ by the Grantee her  
executors administrators or assigns

*GH RC AC*

IN WITNESS whereof the Grantor has hereunto affixed its seal the day and year first  
hereinbefore written.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

ALL THAT piece or parcel of land being Lot 3 in a subdivision of part of the land comprised  
in Conveyance Number 851 Book 2792 and being part of Allotment 9 in Section 4 within the  
Town of Tamworth Parish of Tamworth County of Inglis and State of New South Wales containing  
by admeasurement six and three-quarter perches a little more or less COMMENCING at a point  
on the north eastern alignment of Kable Avenue distant one hundred and twenty feet from  
the intersection of the south eastern alignment of Fitzroy Street with the north eastern  
alignment of Kable Avenue AND BOUNDED ON THE NORTH WEST by the south eastern boundary of  
the land comprised in Conveyance Number 214 Book 2766 bearing forty two degrees for a  
distance of one hundred and fifty six feet to the remainder of the land comprised in  
Conveyance Number 851 Book 2792 THENCE ON THE NORTH EAST by part of the south western  
boundary of the said remainder of the land in Conveyance Number 851 Book 2792 bearing one

I

C

hundred and thirty two degrees for a distance of eleven feet ten and one-quarter inches to Lot 2 in Deposited Plan Number 505308 THENCE ON THE SOUTH EAST by part of the north western boundary of the said Lot 2 bearing two hundred and twenty one degrees fifty six minutes forty seconds for a distance of one hundred and fifty six feet to Kable Avenue THENCE ON THE SOUTH WEST by the north eastern alignment of Kable Avenue bearing three hundred and twelve degrees for a distance of twelve feet to the point of commencement.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

ALL THAT piece or parcel of land fifteen feet wide being part of the land comprised in Conveyance Number 214 Book 2766 within Section 4 of the Town of Tamworth Parish of Tamworth County of Inglis and State of New South Wales COMMENCING at the northernmost corner of the said land in Conveyance Number 214 Book 2766 AND BOUNDED ON THE NORTH EAST by part of the south western boundary of part of the land in Conveyance Number 851 Book 2792 bearing one hundred and thirty two degrees for a distance of twenty one feet to Lot 3 in a subdivision of part of the land in Conveyance Number 851 Book 2792 THENCE ON THE SOUTH EAST by part of the north western boundary of the said Lot 3 bearing two hundred and twenty two degrees for a distance of fifteen feet THENCE ON THE SOUTH WEST by a line bearing three hundred and twelve degrees for a distance of twenty one feet to a Right-of-Way nine feet wide over part of Lot B in Plan lodged with Transfer Number G925521 THENCE ON THE NORTH WEST by part of the south eastern side of the said Right-of-Way nine feet wide bearing forty two degrees for a distance of fifteen feet to the point of commencement.

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO

ALL THAT piece or parcel of land situated in the Town and Parish of Tamworth County of Inglis State of New South Wales being part of the south eastern moiety of Lot 9 Section 4 in the Town of Tamworth COMMENCING at a point on the south western side of Peel Street being the northernmost corner of Lot 8 Section 4 in the Town of Tamworth and bounded thence on the South east by the north western boundary of Lot 8 bearing two hundred and twenty-two degrees three hundred and thirty feet to Kable Avenue (formerly Lower Street) thence on part of the south west by part of the north eastern side of Kable Avenue bearing three hundred and twelve degrees twelve feet thence on part of the north west by a line bearing forty-two degrees one hundred and fifty-six feet thence on the remainder of the south west by a line bearing three hundred and twelve degrees twenty one feet to the other moiety of Lot 9 thence on the remainder of the north west by part of the south eastern boundary of that moiety bearing forty-two degrees one hundred and seventy-four feet to Peel Street aforesaid thence on the north east by part of the south western side of Peel Street bearing one hundred and thirty-two degrees thirty-three feet to the point of commencement containing an area of twenty-seven and three-quarter perches EXCEPTING THEREOUT ALL THAT piece or parcel of land being Lot 3 in a subdivision of part of the land comprised in Conveyance Number 851 Book 2792 and being part of Allotment 9 in Section 4 within the Town of Tamworth Parish of Tamworth County of Inglis and State of New South Wales containing by admeasurement six and three-quarter perches a little more or less COMMENCING at a point on the north eastern alignment of Kable Avenue distant one hundred and twenty feet from the intersection of the south eastern

alignment of Fitzroy Street with the north eastern alignment of Kable Avenue AND BOUNDED ON THE NORTH WEST by the south eastern boundary of the land comprised in Conveyance Number 214 Book 2766 bearing forty two degrees for a distance of one hundred and fifty six feet to the remainder of the land comprised in Conveyance Number 851 Book 2792 THENCE ON THE NORTH EAST by part of the south western boundary of the said remainder of the land in Conveyance Number 851 Book 2792 bearing one hundred and thirty two degrees for a distance of eleven feet ten and one-quarter inches to Lot 2 in Deposited Plan Number 505308 THENCE ON THE SOUTH EAST by part of the north western boundary of the said Lot 2 bearing two hundred and twenty one degrees fifty six minutes forty seconds for a distance of one hundred and fifty six feet to Kable Avenue THENCE ON THE SOUTH WEST by the north eastern alignment of Kable Avenue bearing three hundred and twelve degrees for a distance of twelve feet to the point of commencement.

IN WITNESS whereof the Vendor has hereunto affixed its seal on the day and year first abovementioned.

The Common Seal of EAST-WEST AIRLINES )  
LIMITED was hereunto affixed by the ) Geo W. Harrison THE COMMON SEAL  
Directors whose signatures appear ) Director of  
opposite hereto and in the presence of:- ) A. L. Carter EAST-WEST AIRLINES  
Director LIMITED

R. O. Cooksey  
Secretary

LYNETTE FLORENCE FORD of Tamworth in the State of New South Wales Clerk to Newman & Pengilley of the same place Solicitors being duly sworn makes oath and says: The writing contained above and on the two preceding pages has been compared by me with the original Grant of Right-of-Way and is a true copy thereof.

SWORN at Tamworth this eighth day of )  
November One thousand nine hundred )  
and sixty seven before me:- )

*L. Ford.*

L. Ford

*J. B. Kilgore*  
A Justice of the Peace

RECEIVED into the Registration of Deeds Office at Sydney the *10th*  
day of *November* One thousand nine hundred and sixty seven at *16*  
minutes past *Eleven* O'clock in the *after* noon from *Edwin Broadbent*  
Clerk to V. J. Ralph & Co., Law Stationers of Sydney

*John Taylor*  
DEPUTY REGISTRAR