


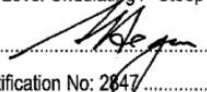
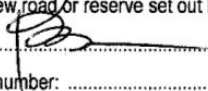
**10.7 KHANCOBAN VACANT LAND - 14 TYRELL STREET, KHANCOBAN LOT 3 DP 1239992 REQUEST TO REPEAL RESOLUTION - ATTACHMENTS**

Attachment Titles:


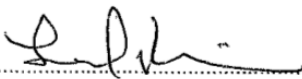

1. 20230825 - Lot 3 DP 1239992 - NSW Plan & Image - Deposited Plan 1239992
2. 20230904 - Lot 3 DP 1239992 - Aerial View



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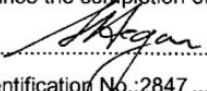
PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only Registered:  8/07/2021 Title System: TORRENS		Office Use Only <h1 style="text-align: center;">DP1239992</h1>
<b>PLAN OF SUBDIVISION OF                  LOT 7 DP226653 &amp; LOT 14 DP250141</b>		LGA: SNOWY VALLEYS Locality: KHANCOBAN Parish: KHANCOBAN County: SELWYN
<p style="text-align: center;">Survey Certificate</p> I, STEPHEN JOHN HOGAN..... of GEOMATIC & PROPERTY SERVICES AUSTRALIA PTY LTD ..... 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 on 7-11-2017, or *(b) The part of the land shown in the plan (*being LOTS 2 & 3) 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 20-12-17, LOT 1 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: 29/4/21 Surveyor Identification No: 2847..... 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.		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</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. Signature: ..... Date: ..... File Number: ..... Office: .....  <p style="text-align: center;">Subdivision Certificate</p> I, <u>Paul Holtan</u> ..... *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. Signature:  Accreditation number: ..... Consent Authority: <u>Snowy Valleys Council</u> Date of endorsement: <u>30/4/2021</u> Subdivision Certificate number: <u>SC 2019/0011</u> File number: .....  *Strike through if inapplicable.
Plans used in the preparation of survey/compilation. DP250141, DP863943, DP1104732, DP635748, DP216399, DP453356, DP847926, DP635749, DP1088037, DP226653, 2199.1533, 1493.1522, 1357.1522		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
Surveyor's Reference:180250		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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<b>PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 2 of <sup>3</sup> / <del>2</del> sheet(s)		
Registered:  8/07/2021 <b>PLAN OF SUBDIVISION OF LOT 7 DP226653 &amp; LOT 14 DP250141</b> Subdivision Certificate number: ..... Date of Endorsement: .....	Office Use Only  <h1 style="margin: 0;">DP1239992</h1>			
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>				
Lot Number	Address Number	Road Name	Road Type	Locality Name
1	12	TYRELL	STREET	KHANCOBAN
2	80	MITCHELL	AVENUE	KHANCOBAN
3	14	TYRELL	STREET	KHANCOBAN
PURSUANT TO SEC 88B CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE – <ol style="list-style-type: none"> <li>EASEMENT FOR ACCESS OVER TRACK IN USE (A)</li> <li>EASEMENT FOR SERVICES 5 WIDE (P)</li> <li>EASEMENT FOR ACCESS 10 WIDE (S)</li> <li>EASEMENT FOR ACCESS 6 WIDE (T)</li> <li>RESTRICTION ON THE USE OF LAND (R)</li> </ol>				
 DIRECTOR (KHANCOBAN COUNTRY CLUB)				
 SECRETARY (KHANCOBAN COUNTRY CLUB)				
If space is insufficient use additional annexure sheet				
Surveyor's Reference: 180250				

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<b>PLAN FORM 6CC DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 3 of 3 sheet(s)
Registered:  8/07/2021 <b>PLAN OF SUBDIVISION OF LOT 7 DP226653 &amp; LOT 14 DP250141</b> Subdivision Certificate number: SC2019/0011 ..... Date of Endorsement: 30/4/2021 .....	Office Use Only Office Use Only <h1 style="margin: 0;">DP1239992</h1> <p style="font-size: small;">This sheet is for the provision of a certificate of currency where the plan herewith was not lodged within 2 years of the completion of the survey as shown in the survey certificate. See clause 31 <i>Conveyancing (General) Regulation 2018</i></p>	
<b>Certificate of Currency</b>		
I,STEPHEN JOHN HOGAN ..... Of GEOMATIC & PROPERTY SERVICES AUSTRALIA PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that, from the date of the completion of the survey shown on the survey certificate:		
(a) there are no changes to the boundaries of the land to which the survey relates (the <i>subject land</i> ), and the definition of those boundaries in the plan of survey remains consistent with surrounding plans, or if not, the plan of survey has been updated; (b) 2 or more of the permanent survey marks used in the survey remain in place, or if not, the plan of survey has been updated; (c) all reference marks placed in respect of the survey remain in place, or if not, the reference marks have been replaced and the plan of survey has been updated; and (d) there has been no change to the occupations and other improvements relevant to the boundaries of the subject land since the completion of the survey, or if not, the plan of survey has been updated.		
Signature:  Date: 6/5/21 ..... Surveyor Identification No.:2847 .....		
Surveyor's Reference:180250		

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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 1 of 7

**DP1239992**

Plan of Subdivision of Lot 14  
 DP250141 and Lot 7 DP226653  
 covered by Council's Certificate No.

Full name and address of the owner of the Land: **KHANCOBAN COUNTRY CLUB**  
 Tyrell Street  
 KHANCOBAN NSW 2642

**Part 1**

Number of Item show 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), road(s), bodies or Prescribed Authorities:
1	Easement for Access over Track in Use	Lot 2 Lot 3	Lot 1 Lots 1 & 2
2	Easement for Services 5 wide	Lot 3	Lot 2
3	Easement for Access 10 wide	Lot 2	Lot 1
4	Easement for Access 6 wide	Lot 2	Lot 1
5	Restriction on Use of Land	Lots 1 & 2	Snowy Valleys Council

**Part 2**

1. **Definitions**

These meanings, in any form, apply unless the contrary intention appears:

- 1.1 **Authorised User** means every person authorised by the Grantee for the purposes of an easement created by this Instrument, and includes any lessees, servants, agents and contractors of the Grantee and where appropriate, members of the public.
- 1.2 **Equipment** means all necessary tools, implements, materials, machinery and vehicles.

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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**

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**DP1239992**

Plan of Subdivision of Lot 14  
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- 1.3 **Grantee** means the owner or mortgagee in possession of the Lot Benefited.
- 1.4 **Grantor** means the owner or mortgagee in possession of the Lot Burdened.
- 1.5 **Lot Benefited** means a lot benefited by the easement.
- 1.6 **Lot Burdened** means a lot burdened by the easement.
- 1.7 **Repair(s)** means repair, maintain, renovate, alter, renew, reinstate, replace, test, examine, cleanse and relay (including preventative repair and maintenance).
- 1.8 **Works** means any construction works, Repairs, maintenance (including routine and preventative maintenance), reinstatement, renewal and/or redevelopment.

2. **Terms of easement numbered 1 in the abovementioned Plan**

The Grantee and any Authorised User may exercise the rights expressed in Part 14 of Schedule 8 of the *Conveyancing Act 1919* as if the same were inserted herein.

The name of the person whose consent is required to release, vary or modify the easement numbered 1 in the abovementioned Plan is Snowy Valleys Council or its successor or any person duly delegated by it to act on its behalf.

3. **Terms of easement numbered 2 in the abovementioned Plan**

The Grantee and any Authorised User may exercise the rights expressed in Part 11 of Schedule 8 of the *Conveyancing Act 1919* as if the same were inserted herein.

The name of the person whose consent is required to release, vary or modify the easement numbered 2 in the abovementioned Plan is Snowy Valleys Council or its successor or any person duly delegated by it to act on its behalf.

4. **Terms of easement numbered 3 in the abovementioned Plan**

4.1 The Grantee and any Authorised User have the right to:

- (a) pass across the Lot Burdened, but only within the site of the easement (**Easement Site**) by any reasonable means to get to or from the Lot Benefited; and
- (b) do anything reasonably necessary for that purpose, including:

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED  
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- (i) entering the Lot Burdened with or without Equipment;
  - (ii) taking anything on to the Lot Burdened; and
  - (iii) the carrying out of Works within the Easement Site for the construction, Repair or maintenance of trafficable surface, driveways or structures.
- 4.2 In exercising rights under this easement (pursuant to clause 4.1), the Grantee and any Authorised User must:
- (a) ensure that any Works are carried out in a proper and workmanlike manner;
  - (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
  - (e) make good any damage caused to the Lot Burdened or any improvement on it.
- 4.3 The Grantee must, at its sole cost and expense, maintain and Repair the site of the easement.
- 4.4 The Grantee indemnifies the Grantor against any loss suffered or incurred by the Grantor arising from, or in consequence of the use of, the easement site by the Grantee and its Authorised Users, including:
- (a) damage to the Lot Burdened (except fair wear and tear);
  - (b) damage to any property of the Grantor or any other person; and
  - (c) injury to any person on the Lot Burdened.
- 4.5 The Grantee and its Authorised Users enter the Lot Burdened at its own risk. The Grantee releases the Grantor from any claims and demands of every kind and from all liability that may arise in respect of any accident, damage to property, death or bodily injury to any person entering the Lot burdened under the terms of an easement unless the loss is caused by the negligence of the Grantor

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED  
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The name of the person whose consent is required to release, vary or modify the easement numbered 3 in the abovementioned Plan is Snowy Valleys Council or its successor or any person duly delegated by it to act on its behalf.

**5. Terms of easement numbered 4 in the abovementioned Plan**

5.1 The Grantee and any Authorised User have the right to:

- (a) pass across the Lot Burdened, but only within the site of the easement (**Easement Site**) by any reasonable means to get to or from the Lot Benefited; and
- (b) do anything reasonably necessary for that purpose, including:
  - (i) entering the Lot Burdened with or without Equipment;
  - (ii) taking anything on to the Lot Burdened; and
  - (iii) the carrying out of Works within the Easement Site for the construction, Repair or maintenance of trafficable surface, driveways or structures.

5.2 In exercising rights under this easement (pursuant to clause 5.1), the Grantee and any Authorised User must:

- (a) ensure that any Works are carried out in a proper and workmanlike manner;
- (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) make good any damage caused to the Lot Burdened or any improvement on it.

5.3 The Grantee must, at its sole cost and expense, maintain and Repair the site of the easement.

5.4 The Grantee indemnifies the Grantor against any loss suffered or incurred by the Grantor arising from, or in consequence of the use of, the easement

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site by the Grantee and its Authorised Users, including:

- (a) damage to the Lot Burdened (except fair wear and tear);
- (b) damage to any property of the Grantor or any other person; and
- (c) injury to any person on the Lot Burdened.

- 5.5 The Grantee and its Authorised Users enter the Lot Burdened at its own risk. The Grantee releases the Grantor from any claims and demands of every kind and from all liability that may arise in respect of any accident, damage to property, death or bodily injury to any person entering the Lot burdened under the terms of an easement unless the loss is caused by the negligence of the Grantor

The name of the person whose consent is required to release, vary or modify the easement numbered 4 in the abovementioned Plan is Snowy Valleys Council or its successor or any person duly delegated by it to act on its behalf.

6. ***Terms of restriction on use of land numbered 5 in the abovementioned Plan***

- 6.1 No residential development may be undertaken on the burdened lot.
- 6.2 No habitable dwelling or building may be constructed on the burdened lot.

The name of the person empowered to release, vary or modify restriction on use of land numbered 5 in the abovementioned Plan is Snowy Valleys Council or its successor or any person duly delegated by it to act on its behalf.

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EXECUTED for and on behalf of  
**KHANCOBAN COUNTRY CLUB ACN  
000 876 988** in accordance with  
Section 127(1) of the *Corporations Act  
2001*:

  
\_\_\_\_\_  
Signature of Director

LIONEL MARZINER  
Name of Director

  
\_\_\_\_\_  
Signature of Director

Lesley Barlee  
Name of Director

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**SIGNED** by **SNOWY VALLEYS COUNCIL** by its authorised delegate pursuant to s. 377 *Local Government Act 1993*.

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

Paul Horton  
Name of Authorised Delegate

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

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

Jenny Kelleher  
Name of Witness



76 Capper St Tumut.  
Address of Witness

REGISTERED:  8/07/2021

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Attachment 2 - 20230904 - Lot 3 DP 1239992 - Aerial View



 <p>76 Capper Street TUMUT NSW 2720 Ph:(02)6941 2555 Corner Bridge and Winton Streets, TUMBARUMBA NSW 2653 Ph:(02) 6948 9100 Web:<a href="http://www.snowyvalleys.nsw.gov.au">www.snowyvalleys.nsw.gov.au</a></p>		<p>© Snowy Valleys Council and © LPI Department of Finance and Services, Panorama Avenue, Bathurst, 2795. <a href="http://www.lpi.nsw.gov.au">www.lpi.nsw.gov.au</a>.</p> <p>While every care is taken to ensure the accuracy of this product, Council and the Local / State / Federal Government departments and Non-Government organisations whom supply datasets, make no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability.</p>	<p><b>Created by:</b> Klein, Cheryl</p> <p><b>Projection:</b> GDA94 / MGA zone 55</p> <p><b>Scale:</b> 1:3200</p> <p><b>Date:</b> 4/09/2023 5:11 PM</p>	<p><b>Lot 3 DP 1239992 - SVC</b> <b>Lot 2 DP 1239992 -</b> <b>Khancoban Country Club</b> <b>Lot 2 DP 1088037 - Private</b></p>
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