

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 10 sheets)

Plan: **DP1227877**

Plan of Subdivision of Lot 43 & 50 DP 228850
 covered by Subdivision Certificate No. **SC-90**
 dated the **25th** day
 of **October** 2017.

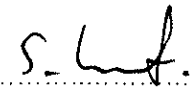
**Full name and address of
 the owner of the land:**

Feilong Pty Ltd
 ABN 22 169 033 041
 Suite 1101, 265 Castlereagh Street
 SYDNEY NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à 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 to Drain Water 1.5 Wide (A)	2 3 15 18 19 20 21 22 26 36 37 38 39 40 41 42 45 46 47 48	1 1 & 2 1, 2 & 3 17 17 & 18 17-19 inclusive 17-20 inclusive 17-21 inclusive 17-22 inclusive 35 35 & 36 35-37 inclusive 35-38 inclusive 35-39 inclusive 35-40 inclusive 35-41 inclusive 46-49 inclusive 47-49 inclusive 48 & 49 49
2	Easement for Support 0.5 Wide (B)	8 9 11 12 13 14 15 16 29 30	7 7 6 & 7 5 & 6 4 & 5 3 & 4 2 & 3 1, 2 & 52 20 & 21 19 & 20

Approved by:
 Liverpool City Council


 (General Manager/Authorised Officer)

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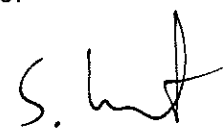
2 (con'td)	Easement for Support 0.5 Wide (B) (cont'd)	31 32 33 42 43 44 45	19 18 & 19 17, 18 & 34 41 39, 40, 41 & 49 47 & 48 46 & 47
3	Easement for Padmount Substation 2.75 Wide (C)	50	Epsilon Distribution Ministerial Holding Corporation
4	Restriction of the Use of Land (D)	Part 50 designated (D)	Epsilon Distribution Ministerial Holding Corporation
5	Restriction of the Use of Land (E)	Part 50 designated (E)	Epsilon Distribution Ministerial Holding Corporation
6	Easement to Drain Water (Whole of Lot) (F)	51	Liverpool City Council
7	Positive Covenant	51	Liverpool City Council
8	Restriction on the Use of Land	51	Liverpool City Council
9	Restriction on the Use of Land	51	Liverpool City Council
10	Restriction on the Use of Land	1, 2, 3, 4, 9, 10, 17, 18, 19, 20, 23, 24, 25, 26, 37, 38, 39, 40, 41 & 52	Liverpool City Council

Part 2 (Terms)

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

As set out in Part 3 of Schedule 8 of the Conveyancing Act, 1919.

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g **WHOSE CONSENT IS REQUIRED**
Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Liverpool City Council. The costs and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

2. Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan.

1.1 The owner of the lot burdened must not:

- (a) interfere with the retaining wall erected on the benefited lot or the support it offers, or
- (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall erected on the benefited lot, or
- (c) allow any structure, building, water tank, vehicular driveway and the like to be located in, on or over the easement for support, and
- (d) all piers/foundations associated with any proposed structure/building adjacent to the easement for support must be designed such that there is no intrusion into the zone of influence.

1.2 If the owner of the lot burdened does or allows anything to be done which damages the retaining wall erected on the benefited lot or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.

1.3 If the owner of the lot burdened does not comply with the notice set out in clause 1.2 within 14 days, the owner of the lot benefited may:

- (a) enter the lot burdened and repair the damage or remove the impairment, and
- (b) recover its reasonable costs from the owner of the lot burdened.


1.4 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

g **WHOSE CONSENT IS REQUIRED**
Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Liverpool City Council. The costs and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

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3. Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan.

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Epsilon Distribution Ministerial Holding Corporation

4. Terms of easement, profit à prendre, restriction, or positive covenant numbered 4 in the plan.

4.1 Definitions:

- (a) **"120/120/120 fire rating"** and **"60/60/60 fire rating"** mean the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/ integrity failure/ insulation failure calculated in accordance with Australian Standard 1530.
- (b) **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.
- (c) **"erect"** includes construct, install, build and maintain.
- (d) **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan (D).

4.2 No building shall be erected or permitted to remain within the restriction site unless:


- (a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
- (b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- (c) and the owner provides the authority benefited with an engineer's certificate to this effect.

4.3 The fire ratings mentioned in clause 4.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- (a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such

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(General Manager/Authorised Officer)

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lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

- (b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

Epsilon Distribution Ministerial Holding Corporation

5. Terms of easement, profit à prendre, restriction, or positive covenant numbered 5 in the plan.

5.1 Definitions:


- (a) **"erect"** includes construct, install, build or maintain.
- (b) **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan (E).

5.2 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

5.3 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

- (a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.
- (b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

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(General Manager/Authorised Officer)

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Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.

Epsilon Distribution Ministerial Holding Corporation

6. Terms of easement, profit à prendre, restriction, or positive covenant numbered 6 in the plan.

As set out in Part 3 of Schedule 4A of the Conveyancing Act, 1919.

Council will raise no objection to the extinguishment of this easement at such a time as the temporary on-site detention is no longer required.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

Liverpool City Council. The costs and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

7. Terms of easement, profit à prendre, restriction, or positive covenant numbered 7 in the plan.

1. The Registered Proprietor will:

- (a) Permit stormwater to be temporarily detained by the system.
- (b) Keep the system clean and free from silt, rubbish and debris.
- (c) Maintain and repair the system so that it functions in a safe and efficient manner.
- (d) Replace, repair, alter and renew the whole or part of the system within the time and in the manner specified in a written notice issued by Council.
- (e) Carry out the matters referred to in paragraphs (b), (c) and (d) at the registered proprietor's expense.
- (f) Not to make any alterations to the system or elements thereof without the prior consent in writing of the Council.
- (g) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause.
- (h) Comply with the terms of any written notice by the Council in respect to the requirements of this clause within the time stated in the notice.

2. In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operations of the system and recover from the registered proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land

Approved by:
Liverpool City Council

S. [Signature]
.....
(General Manager/Authorised Officer)

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under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

3. Council will raise no objection to the extinguishment of this positive covenant at such a time as the temporary on-site detention system is no longer required.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan.

Liverpool City Council. The costs and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

8. Terms of easement, profit à prendre, restriction, or positive covenant numbered 8 in the plan

1. The Registered Proprietor of the lot burdened shall not:
 - (a) Erect, construct or place any building or other structure.
 - (b) Make alterations to the ground surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the on-site stormwater detention systems.

Within the land so burdened without the prior written consent of Liverpool City Council.

2. Council will raise no objection to the extinguishment of this restriction at such a time as the temporary on-site detention system is no longer required.

Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan.

Liverpool City Council. The costs and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

9. Terms of easement, profit à prendre, restriction, or positive covenant numbered 9 in the plan

1. No further development of the lot burdened is to take place unless it is approved by a Development Consent. Such approval is likely to require, but not be restricted to, construction of road and drainage works, the provision of lot fill and the payment of Section 94 and Special Infrastructure Contributions.
2. Council will raise no objection to the extinguishment of this restriction at such a time as the temporary on-site detention system is no longer required.

Approved by:
Liverpool City Council


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(General Manager/Authorised Officer)

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Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.

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10. Terms of easement, profit à prendre, restriction, or positive covenant numbered 10 in the plan.

No building shall be erected on the land hereby burdened unless the footings or raft slab or both of them (as the case may be) has been designed in accordance with the Australian Standard AS2870-1988 "Residential Slabs and Footings".


Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.

Liverpool City Council. The costs and expense of any such release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

EXECUTED by **FEILONG PTY LTD**

ABN 22 169 033 041

in accordance with Section 127(1) of the
Corporations Act 2001 in the presence of

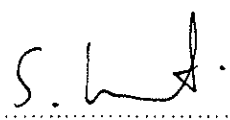

.....
SOLE Director / ~~SECRETARY~~

ZHEN LU
.....
Name (BLOCK LETTERS)

.....
~~Director/Secretary~~

.....
~~Name (BLOCK LETTERS)~~

Approved by:
Liverpool City Council


.....
(General Manager/Authorised Officer)

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EXECUTED by **CRO DEVELOPMENTS PTY**

LTD

ABN 16 102 892 517

in accordance with Section 127(1) of the
Corporations Act 2001 in the presence of

SOLE Director/SECRETARY

MARKO FRANOVIC

Name (BLOCK LETTERS)

~~Director/Secretary~~

~~Name (BLOCK LETTERS)~~

Liverpool City Council by its authorised delegate pursuant to s.377 Local Government Act 1993

STEPHEN MONTE

Name of Delegate

S. L. J.

Signature of Delegate

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

PHILLIP PHAM

Name of Witness

Phi

Signature of Witness

33 MOORE ST. LIVERPOOL NSW.

Address of Witness

Approved by:
Liverpool City Council

S. L. J.
(General Manager/Authorised Officer)

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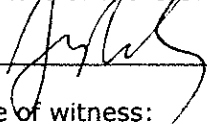
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I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW)

Signature of witness:



Name of witness:

Bruce Rowley

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:
Helen Smith
Manager Property & Fleet

Power of attorney:
Book 4727 No 524

Signing on behalf of:
Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS18796

Date of signature:

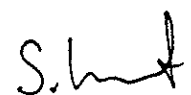
19 October 2017

REGISTERED



21.11.2017

Approved by:
Liverpool City Council


(General Manager/Authorised Officer)