

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 of the Conveyancing Act 1919

Lengths are in Metres

Sheet 1 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
Certificate No.
Dated:

Full Name and address of Proprietor of land:	Crownland Austral Pty Ltd (ACN 611 846 998) Suite 301, Level 3 95 Pitt Street SYDNEY NSW 2000
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Part 1 (Creation)

	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)	309 328 329 330 331 332 333 334 335 336 337 338 339	310 329 to 346 inclusive 330 to 346 inclusive 331 to 346 inclusive 332 to 346 inclusive 333 to 346 inclusive 334 to 346 inclusive 335 to 346 inclusive 336 to 346 inclusive 337 to 346 inclusive 338 to 346 inclusive 339 to 346 inclusive 340 to 346 inclusive

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.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v0 30-01-20

Lengths are in Metres

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1.	Easement To Drain Water 1.5 Wide (A)	340 341 342 343 344 345 347 350 351 352 353	341 to 346 inclusive 342, 343, 344, 345, 346 343, 344, 345, 346 344, 345, 346 345, 346 346 348 349 349, 350 349, 350, 351 349, 350, 351, 352
2.	Easement for Access, Maintenance & Overhang 0.9 Wide (B)	302 303 304 305 306 307 309 310 311 314	301 302 305 306 307 308 310 311 312 315

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2.	Easement for Access, Maintenance & Overhang 0.9 Wide (B)	315 320 321 322 325 326 327 328 329 330 331 332 333 335 336 337 338 339 340 341 342	316 319 320 Pt. 323 denoted 'K' 324 325 326 329 330 331 332 333 334 336 337 338 339 340 341 342 343

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2.	Easement for Access, Maintenance & Overhang 0.9 Wide (B)	343 344 345 347 348 351 352 353 355 356 357 358 359 360 361 362 363 364 365	344 345 346 348 349 350 351 352 354 355 356 357 358 359 360 361 362 363 364

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	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:-
3.	Easement for Access, Maintenance & Overhang 0.9 Wide (B1)	321 328, 329 333, 334	322 366 335
4.	Easement for Padmount Substation 2.75 Wide (C)	314	Epsilon Distribution Ministerial Holding Corporation
5.	Restriction On Use Of Land	Part 314, Part 327 Denoted 'D'	Epsilon Distribution Ministerial Holding Corporation
6.	Restriction On Use Of Land	Part 314, Part 327 Denoted 'E'	Epsilon Distribution Ministerial Holding Corporation
7.	Restriction on Use of Land	Each Lot 301 to 322, 324 to 366 inclusive	Every Other Lot 301 to 322, 324 to 366 inclusive
8.	Restriction on Use of Land	329 to 333, 348 to 352 inclusive	Liverpool City Council
9.	Restriction on Use of Land	313, 317 & 318	Liverpool City Council
10.	Restriction on Use of Land	323	Liverpool City Council

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	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:-
11.	Right of Carriageway & Easement for Services 2.5 Wide & Variable (H)	317 318	318 317
12.	Positive Covenant	317, 318	Liverpool City Council
13.	Easement to Drain Water 10 & 15 Wide (F)	1/ D.P.1243351	Liverpool City Council
14.	Restriction On Use Of Land	Part Lot 1/ D.P.1243351 Denoted 'L'	Liverpool City Council
15.	Positive Covenant	Part Lot 1/ D.P.1243351 Denoted 'M'	Liverpool City Council
16.	Restriction On Use Of Land	Part Lot 1/ D.P.1243351 Denoted 'N'	Liverpool City Council
17.	Positive Covenant	Part Lot 1/ D.P.1243351 Denoted 'O'	Liverpool City Council
18.	Right of Access 11.25 Wide (J)	323	Liverpool City Council

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	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:-
19.	Positive Covenant	313, 317, 318	Liverpool City Council
20.	Positive Covenant	313, 317, 318	Liverpool City Council
21.	Positive Covenant	312, 316, 319	Liverpool City Council

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Part 2

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

An Easement for Services in the terms of Part 3 Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 1 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 2 & 3 in the plan.

2.1 The owner of the lot benefitted by:

- (a) With prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site (including any roof structure of the lot burdened) for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefitted or overhanging structures within the easement site;
 - (ii) Any structure constructed or to be constructed by the owner of the lot benefitted, which cannot otherwise reasonably be carried out;
- (b) Do anything reasonably necessary for that purpose including:
 - (i) Entering into the lot burdened;
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out the necessary works.

2.2 In exercising the rights under this clause 2.1, the owner of the lot benefitted must:

- (a) Ensure that all work on the lot benefitted or overhanging structures is done properly and carried out as quickly as practicable;
- (b) Cause as little inconvenience to the owner and any occupier of the lot burdened;
- (c) Cause as little damage as 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 collateral damage.

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Part 2 (cont)

- 2.3 The owner of the lot benefitted indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.
- 2.4 The owner of the lot burdened must not place any obstructions within the easement site or erect any building or other structure of any kind on or over the easement site except for any dwelling or garage or wall and/or slab, eave and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and
- 2.5 The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Access, Maintenance and Overhang and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 2 & 3 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant.

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

The terms set out in Memorandum No AK104621 registered at NSW Land Registry Services are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

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

1.0 Definitions

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means 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.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

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Part 2 (cont)

- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan denoted 'D'.
- 2.0 No building shall be erected or permitted to remain within the restriction site unless:
- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 the owner provides the prescribed authority with an engineer's certificate to this effect.
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 4.1 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 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.
- 4.2 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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Part 2 (cont)

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

1.0 Definitions

- 1.1 erect** includes construct, install, build and maintain.
- 1.2 restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan denoted 'E'

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

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

- 3.1** 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.
- 3.2** 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 the terms of the easement and restrictions numbered 4, 5 & 6 in the plan is Epsilon Distribution Ministerial Holding Corporation.

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

- 7.1** No garage outbuildings or other structures shall be erected or be permitted to remain on any lot burdened unless erected concurrently with or subsequently to the erection of a residential building.

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Part 2 (cont)

7.2 No existing dwelling house or building or part thereof shall be partly or wholly moved to or placed and re-erected upon or re-constructed on or be permitted to remain on any lot burdened.

7.3 No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials.

7.4 No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron. All roofing materials shall be black or shades of grey only.

7.5 No vehicle of any make or kind having a tare weight exceeding 5 tonnes shall be garaged, housed, parked, serviced or mechanical repairs carried out thereon or allowed to remain on any lot burdened except where such vehicles are being used for the delivery of goods or purposes of construction of any improvement on any lot burdened.

7.6 No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a timber lapped and/or lapped and capped construction or colorbond fence provided that colorbond fence can only use colours shale grey, dune, basalt & woodland grey.

7.7 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovenamed proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.

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Part 2 (cont)

7.8 No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Crownland Austral Pty Limited or its successors in title or assigns.

7.9 No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped concrete or pavers or as approved by Crownland Austral Pty Limited or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.

7.10 No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is turfed.

7.11 No release variation or modification of these restrictions shall be made unless the cost and expense in all respects is borne by the person or persons requesting same.

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

No dwelling shall be erected on the lot hereby burdened unless sited and constructed in accordance with controls set out in the Building Envelope Plan approved by Notice of Determination No. DA-147/2018/A issued by Liverpool City Council on 19 February 2019.

Name of Authority whose consent is required to release vary or modify the term of the restriction numbered 8 in the plan is Liverpool City Council. All costs associated with any such release, variation or modification shall be borne by the applicant

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Part 2 (cont)

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

No dwelling shall be erected on the lot hereby burdened unless it is a detached dwelling and that the lots may not be further subdivided to create additional residential allotments.

Waste collection vehicles must only collect the domestic waste bins from kerb and gutter in Mugagaru Street and are not to enter the sites via the shared driveway.

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

No further development consent can be issued over the lot hereby burdened unless it results in the creation of three (3) residential allotments.

Terms of easement, profit à prendre, restriction or positive covenant numbered 11 in the plan.

11.1. The owner of the lot benefited may:

- (a) by any reasonable means pass across each lot burdened but only within the easement site, to get to and from the lot benefited;
 - (i) taking anything on to the lot burdened; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened;
 - (ii) carrying out work within the easement site such as repairing or maintaining the easement site.

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Part 2 (cont)

- 11.2 In exercising those powers, the owner of the lot benefited must:
- (a) Ensure that all work on the lot benefited is done properly;
 - (b) Cause as little convenience as is practicable to the owner 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 collateral damage.
- 11.3 The owner of the lot burdened must keep the driveway clear and unobstructed at all times to allow the owners of the lots benefited to pass across the burdened lot to get to and from the lot benefited.

An Easement for Services in the terms of Part 11 Schedule 8 of the conveyancing Act 1919 (as amended) is created.

Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan.

- 12.1 The Burdened Lot Owner will in respect of the Right of Carriageway thirdly referred to in the abovementioned plan:
- (a) maintain the drive way surface and any associated drainage system in reasonable working condition; and
 - (b) repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former condition.

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Part 2 (cont)

- 12.2 For the purposes of section 88BA of the Conveyancing Act 1919, the Burdened Lot Owner and the owner of the lot benefited covenant that:
- (c) the Burdened Lot Owner must undertake maintenance and repair described in paragraphs 8.1(a) and 8.1(b); and
 - (d) each owner of the lots benefited must reimburse the Burdened Lot Owner for all costs incurred by the Burdened Lot Owner in complying with paragraph 8.2(a) in equal proportions (the Benefitted Lot Amount).
- 12.3 The Burdened Lot Owner must keep the driveway clear and unobstructed at all times to allow the owners of the lots benefited to pass across the burdened lot to get to and from the lot benefited.
- 12.4 The Burdened Lot Owner and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Right of Carriageway and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority whose consent is required to release vary or modify the term of the easement and restriction numbered 9, 10, 11 & 12 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.

An Easement for Services in the terms of Part 3 Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 13 in the plan is Liverpool City Council.

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Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 14 in the plan.

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

1. Do any act, matter or thing which would prevent the system from operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations or additions to the system.
3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

This restriction shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E (5) of the Conveyancing Act 1919.

For the purpose of this restriction, 'the system' means the Temporary On-site Detention Storage Area & Outlet Works to be constructed and/or installed on the land as required by Development Consent No 147/2018A and as detailed on the plans approved by Liverpool City Council as Construction Certificate No. xxxxx on xx xxxxx 2020 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CCE-xxxxx.

Liverpool City Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works and future temporary quality control devices and outlet works within the lots hereby burdened.

Name of Authority whose consent is required release vary or modify restriction numbered 14 in the plan is Liverpool City Council.

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Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the plan.

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary On-Site Detention Storage Area & Outlet Works (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:

- (a) Keep the system clean and free from silt, rubbish and debris
- (b) Maintain and repair, at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, a copy of which is held on Council File xxxxx. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
- (c) For the purpose of ensuring observance of this covenant, permit Liverpool City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
- (d) Notify Council in writing after each programmed maintenance inspection.
- (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F (2) (a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.

2. Pursuant to Section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:

- (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.

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Dated:

Part 2 (cont)

- (b) The Council may recover from the registered proprietor in a court of competent jurisdiction:
- I. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - II. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
3. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E (5) of the Act.

For the purpose of this restriction, 'the system' means the Temporary On-Site Detention Storage Area & Outlet Works constructed and/or installed on the land as required by Development Consent No. 147/2018A and as detailed on the plans approved by Liverpool City Council as approved Construction Certificate No. xxxxx on xx xxxxx 2020 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File xxxxx.

Liverpool City Council will have no objection to the release of this positive covenant upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works within the lots hereby burdened.

Name of Authority whose consent is required to release vary or modify the terms of the covenant numbered 15 in the plan is Liverpool City Council.

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 16 in the plan.

The Registered Proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Pre-treatment System (hereinafter referred to as 'the system') constructed within the lots hereby burdened that they will not, without the prior and express written consent of the Authority benefited:

1. Do any act, matter or thing which would prevent the system from operating in a safe and efficient manner.
2. Make or permit or suffer the making of any alterations or additions to the system.
3. Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the device.

This restriction shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E (5) of the Conveyancing Act 1919.

For the purpose of this restriction, 'the system' means the Temporary Stormwater Pre-treatment System to be constructed and/or installed on the land as required by Development Consent No 147/2018A and as detailed on the plans approved by Liverpool City Council as Construction Certificate No. xxxxx on xx xxxxx 2020 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device. A copy of this Construction Certificate is held on Council File CCE-xxxxx.

Liverpool City Council will have no objection to the release of this restriction upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the Temporary Stormwater Pre-treatment System and future temporary quality control devices and outlet works within the lots hereby burdened.

Name of Authority whose consent is required release vary or modify restriction numbered 16 in the plan is Liverpool City Council.

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
Covenant Over Lot 1 D.P.1243351
covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 17 in the plan.

1. The registered proprietor(s) covenant as follows with the Authority benefited in respect to the Temporary Stormwater Pre-treatment System (hereinafter referred to as 'the system') constructed and/or installed on the lots hereby burdened, that they will:
 - (a) Keep the system clean and free from silt, rubbish and debris
 - (b) Maintain and repair, at the sole expense of the registered proprietor(s) that part of the system contained within the registered proprietor's own lot, so that it functions in a safe and efficient manner, in accordance with the Maintenance Schedule, a copy of which is held on Council File xxxxx. A copy of this Schedule is available to all owners and occupiers of the burdened lot(s).
 - (c) For the purpose of ensuring observance of this covenant, permit Liverpool City Council or its authorised agents (hereinafter referred to as 'the Council') from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the land and inspect the condition of the system and the state of construction, maintenance or repair of the system, for compliance with the requirements of this covenant.
 - (d) Notify Council in writing after each programmed maintenance inspection.
 - (e) Comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the system and to that extent Section 88F (2) (a) of the Conveyancing Act 1919 (hereinafter referred to as 'the Act') is hereby agreed to be amended accordingly.
4. Pursuant to Section 88F (3) of the Act the Council shall have the following additional powers pursuant to this covenant:
 - (c) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in 1(e) above.

Plan:

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covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

- (d) The Council may recover from the registered proprietor in a court of competent jurisdiction:
- III. Any expense reasonably incurred by it in exercising its powers in sub-paragraph 2(a) above. Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonable estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
- IV. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
5. This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E (5) of the Act.

For the purpose of this restriction, 'the system' means the Temporary Stormwater Pre-treatment System constructed and/or installed on the land as required by Development Consent No. 147/2018A and as detailed on the plans approved by Liverpool City Council as approved Construction Certificate No. xxxxx on xx xxxxx 2020 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File xxxxx.

Liverpool City Council will have no objection to the release of this positive covenant upon the relevant regional downstream basins being constructed and commissioned and the decommissioning of the temporary onsite detention and outlet works within the lots hereby burdened.

Name of Authority whose consent is required to release vary or modify the terms of the covenant numbered 17 in the plan is Liverpool City Council.

Lengths are in Metres

Sheet 23 of 28 Sheets

Plan:

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covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

Terms of easement, profit à prendre, restriction or positive covenant numbered 18 in the plan.

An Easement for Services in the terms of Part 14 Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

Name of Authority whose consent is required to release vary or modify the terms of the easement numbered 18 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 19 in the plan.

(1 metre Driveway Planting Strip)- Terms subject to clarification.

Name of Authority whose consent is required to release vary or modify the terms of the covenant numbered 19 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 20 in the plan.

20.1 In this positive covenant “**bin storage area**” means the area between the kerb line and the boundary denoted in accordance with the following along Mugagaru Street.

Lot burdened by Positive Covenant number 20	Denoted On Plan As:
313	‘Q’-‘R’
317	‘S’-‘T’
318	‘U’-‘V’

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v0 30-01-20

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
Lot 4 D.P. 1243352 & Easement,
Restriction On Use Of Land and Positive
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covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

20.2 Owners and occupiers of lots burdened must:

- (a) store all forms of garbage, green waste and recycling within the appropriate garbage bins on their respective lots.
- (b) place all garbage, green waste and recycling bins in the designated communal garbage, green waste and recycling collection area within 24 hours of the collection time.
- (c) collect and return the empty garbage, green waste and recycling bins to their respective lots within 12 hours after collection has taken place, and
- (d) release Liverpool City Council from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against Liverpool City Council in relation to any noise, debris, damage to property or other issue arising directly or indirectly from waste collection activities carried on by Liverpool City Council or any agent acting on its behalf.

Name of Authority whose consent is required to release vary or modify the terms of the covenant numbered 20 in the plan is Liverpool City Council.

Terms of easement, profit à prendre, restriction or positive covenant numbered 21 in the plan.

- 21.1 In this positive covenant “**bin storage area**” means the area between the kerb line and the boundary denoted in accordance with the following along Mugagaru Street.

Lot burdened by Positive Covenant number 21	Denoted On Plan As:
312	‘Q’-‘R’
316	‘S’-‘T’
319	‘U’-‘V’

Lengths are in Metres

Sheet 25 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
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covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

21.2 The Owner of the lot burdened acknowledges that the bin storage area will accommodate a communal bin pad for the collection of waste bins weekly and recycling bins fortnightly on collection day. The number of bins will exceed the two belonging to the owner of the lot burdened and will include two bins for every lot entitled to place bins in the bin storage area in accordance with Positive Covenant numbered 20.

Name of Authority whose consent is required to release vary or modify the terms of the covenant numbered 21 in the plan is Liverpool City Council.

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v0 30-01-20

Lengths are in Metres

Sheet 26 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
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covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

EXECUTED by Crownland Austral Pty Ltd
(ACN 611 846 998)
In accordance with section 127 (1) of the
Corporations Act:

)
)
)
)

.....
Signature of Sole Director and Secretary

.....
Name of Sole Director and Secretary

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v0 30-01-20

Lengths are in Metres

Sheet 27 of 28 Sheets

Plan:

Plan of Subdivision of Lot 2 D.P.1243351,
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covered by Council's Subdivision
covered by Council's Subdivision
Certificate No.
Dated:

Part 2 (cont)

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:

Signature of attorney:

Name of witness:

Name and position of attorney:

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

Power of attorney:
Book 4727 No 524

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

Endeavour Energy reference:

Date of signature:

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v0 30-01-20

Lengths are in Metres

Sheet 28 of 28 Sheets

Plan:

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Certificate No.
Dated:

Part 2 (cont)

Liverpool City Council by its authorised delegate pursuant to s.377 of Local Government
Act 1993 No 30

(name of delegate)

.....
Signature of Delegate

.....
Name of Delegate (print)

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

.....
Signature of Witness

.....
Name of Witness (print)

.....
Address of Witness

APPROVED BY LIVERPOOL CITY COUNCIL

.....
General Manager / Authorised Officer
C&R Ref: 046-16-3A v0 30-01-20