

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

Lengths are in metres

(Sheet 1 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by Subdivision Certificate No. dated

Full name and address of the owner of the land:

Crownland Leppington Pty Limited
Suite 301, Level 3
95 Pitt Street
SYDNEY NSW 2000

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement to Drain Water 5 wide (A)	764	Water NSW
2	Easement to Drain Water 3 wide (B)	708 718-719 (inclusive)	Liverpool Cit-y Council
3	Easement to Drain Water 1.5 wide (C)	703 702 712 711	215/1224843 - 227/1224843 (inclusive) 767/1244340 215/1224843 - 227/1224843 (inclusive) 767/1244340 703 243/1224843 - 244/1224843 (inclusive) 301/1224844 - 311/1224844 (inclusive) 765/1244340 243/1224843 - 244/1224843 (inclusive) 301/1224844 - 311/1224844 (inclusive) 765/1244340 712

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

Lengths are in metres

(Sheet 2 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

3 (continued)	Easement to Drain Water 1.5 wide (C)	710	243/1224843 - 244/1224843 (inclusive) 301/1224844 - 311/1224844 (inclusive) 765/1244340 711 - 712 (inclusive)
		709	243/1224843 - 244/1224843 (inclusive) 301/1224844 - 311/1224844 (inclusive) 765/1244340 710 - 712 (inclusive)
		708	243/1224843 - 244/1224843 (inclusive) 301/1224844 - 311/1224844 (inclusive) 765/1244340 709 - 712 (inclusive)
		719	720 - 724 (inclusive)
		720	721 - 724 (inclusive)
		721	722 - 724 (inclusive)
		722	723 - 724 (inclusive)
		723	724 (inclusive)
		743	744
		742	741, 743, 744
		745	741 - 744 (inclusive)
		746	741 - 745 (inclusive)
		747	741 - 746 (inclusive)
		728	741 - 747 (inclusive)
		729	728
		730	741 - 747 (inclusive)
		731	728 - 730 (inclusive)
		732	741 - 747 (inclusive)
		753	728 - 731 (inclusive)
		754	741 - 747 (inclusive)
		755	756
			753, 756
			753, 754, 756

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

Lengths are in metres

(Sheet 3 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

4	Easement for Padmount Substation 2.75 Wide (J)	764	Epsilon Distribution Ministerial Holding Corporation
5	Restriction on the Use of Land (K)	764 (Part)	Epsilon Distribution Ministerial Holding Corporation
6	Restriction on the Use of Land (L)	764 (Part)	Epsilon Distribution Ministerial Holding Corporation
7	Restriction on the Use of Land (Acoustic)	701-711 (inclusive)	Liverpool City Council
8	Positive Covenant (Acoustic)	701-711 (inclusive)	Liverpool City Council
9	Restriction on the Use of Land (Crownland)	701-763 (inclusive)	Every Other Lot 701-763 (inclusive)
10	Restriction on the Use of Land (Water NSW Fence)	758-764 (inclusive)	Water NSW
11	Right of Access 5 Wide (H)	764	Epsilon Distribution Ministerial Holding Corporation
12	Restriction on the Use of Land (D) (APZ)	758-763 (inclusive) (Parts)	Liverpool City Council
13	Positive Covenant (IPA)	701-764 (inclusive)	Liverpool City Council
14	Right of Access 5 Wide and Variable Width (U)	758	Epsilon Distribution Ministerial Holding Corporation
15	Easement for Transmission Lines Variable Width (V)	758-763 (inclusive)	Epsilon Distribution Ministerial Holding Corporation
16	Restriction on the Use of Land (Endeavour Energy)	758-763 (inclusive)	Epsilon Distribution Ministerial Holding Corporation

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

Lengths are in metres

(Sheet 4 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by Subdivision Certificate No. dated

17	Easement for Access Maintenance and Overhang 0.9 Wide (F)	704 705 726 727 728 729 730 731 732 738 739	705 706 725 726 727 728 729 730 731 739 740
18	Restriction on the Use of Land	764	Liverpool City Council
19	Restriction on the Use of Land (OSD)	700	Liverpool City Council
20	Positive Covenant (OSD)	700	Liverpool City Council
21	Restriction on the Use of Land (BEP)	704-706 (inclusive) 725-731 (inclusive) 739	Liverpool City Council

PART 1A

No. of item shown in the intention panel on the plan	Identity of easements to be released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Public Access variable width created by DP 1224844 (No.14)	352/1224844	Liverpool City Council
2	Easement to Drain Water 3 wide created by DP 1224843 (No.2)	271/1224843 768/1244340 769/1244340	Liverpool City Council
3	Easement to Drain Water 3 wide created by DP 1224844 (No.2)	769/1244340 352/1224844	Liverpool City Council
4	Right of Access Variable Width Created by DP 1224844 (No.12)	351/1224844	Epsilon Distribution Ministerial Holding Corporation

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

Lengths are in metres

(Sheet 5 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

PART 2

Name of Authority having the power to release, vary or modify the terms of Easement numbered 1 in the plan is **WaterNSW**. All costs associated with any such release, variation or modification shall be borne by the applicant.

Name of Authority having the power to release, vary or modify the terms of Easement numbered 2 in the plan is **Liverpool City Council**. All costs associated with any such release, variation or modification shall be borne by the applicant.

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

4. Terms of Easement numbered 4 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 having the power to release vary or modify the terms of the Easement numbered 4 in the plan is **Epsilon Distribution Ministerial Holding Corporation**. All costs associated with any such release, variation or modification shall be borne by the applicant.

5. Terms of Restriction on the Use of Land 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.
- 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.

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

Lengths are in metres

(Sheet 6 of 22 sheets)

Plan: Plan of Subdivision of Lot 1 in DP 1246349 covered by Subdivision Certificate No. dated

- 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 authority benefited 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.

Name of Authority having the power to release vary or modify the terms of Restriction numbered 5 in the plan is **Epsilon Distribution Ministerial Holding Corporation**. All costs associated with any such release, variation or modification shall be borne by the applicant.

6. Terms of Restriction on the Use of Land 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.
- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

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

Lengths are in metres

(Sheet 7 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

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 having the power to release vary or modify the terms of Restriction numbered 6 in the plan is **Epsilon Distribution Ministerial Holding Corporation**. All costs associated with any such release, variation or modification shall be borne by the applicant.

7. Terms of Restriction on the Use of Land numbered 7 in the plan

No dwelling house shall be constructed on the lot(s) hereby burdened unless they are constructed in accordance with the acoustic recommendations from the report prepared by Day Design Pty Ltd dated **6 November, 2017 REF: 6319-1.1R**.

A copy of this report is held at Council Ref **DA 48/2018**

Name of Authority having the power to release vary or modify the terms of Restriction numbered 7 in the plan is **Liverpool City Council**. All costs associated with any such release, variation or modification shall be borne by the applicant.

8. Terms of Positive Covenant numbered 8 in the plan

The noise mitigation measures relating to sound insulation specified in Section 6 - Noise Control Recommendations, of the report prepared by Day Design Pty Ltd dated **6 November, 2017 REF: 6319-1.1R**, shall be incorporated in the design of any dwelling house to be constructed on the lot(s) hereby burdened.

A copy of this report is held at Council Ref **DA 48/2018**.

Name of Authority having the power to release vary or modify the terms of 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.

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

Lengths are in metres

(Sheet 8 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

9. Terms of Restriction on the Use of Land numbered 9 in the plan

1. No residential building or buildings shall be erected on any lot burdened having a total floor area of less than 120 square metres for lots with an area between 375 square metres and 400 square metres, 160 square metres for lots with an area between 401 and 500 square metres inclusive and 200 square metres for lots with an area greater than 500 square metres exclusive of car accommodation, external landings and patios.
2. 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.
3. 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.
4. No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials
5. 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.
6. 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. 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 construction provided such Colorbond fence is of Surfmist, Shale Grey, Dune, Basalt, Monument or Woodland Grey colour only. No Colorbond fence shall be erected on any street frontage or within the front of the building setback line.
8. 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.

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

Lengths are in metres

(Sheet 9 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

9. 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 Leppington Pty Limited or its successors in title or assigns.
10. No driveway shall be constructed on any lot burdened unless its surface is comprised of faux, stamped or coloured concrete or pavers or as approved by Crownland Leppington Pty Limited or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.
11. 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.

The person having the power to release vary or modify the terms of Restriction numbered 9 in the plan is **Crownland Leppington Pty Ltd of Suite 301, 95 Pitt Street, Sydney NSW 2000** for such period as they are the registered proprietor of any lot in this plan of subdivision or any lot in a plan of re-subdivision of any part of this plan and thereafter the person or persons shall be **the registered proprietors of the lots having the benefit**. All costs associated with any such release, variation or modification shall be borne by the applicant.

10. Terms of Restriction on the Use of Land numbered 10 in the plan

No fencing shall be erected on the lot hereby burdened along the boundary with Lot 1 DP 596351, unless constructed of either 2.1 metre high palisade fencing or 2.1 metre high chain mesh fencing with three strands of barbed wire on top in accordance with Water NSW requirements and specifications.

Name of Authority having the power to release vary or modify the terms of Restriction numbered 10 in the plan is **Water NSW**. All costs associated with any such release, variation or modification shall be borne by the applicant.

11. Terms of Easement numbered 11 in the plan

1.0 **Definitions**

- 1.1 **access site** means that part of the lot burdened that is affected by this right of access.
- 1.2 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.3 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

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

Lengths are in metres

(Sheet 10 of 22 sheets)

Plan: Plan of Subdivision of Lot 1 in DP 1246349 covered by Subdivision Certificate No. dated

2.0 Epsilon Distribution Ministerial Holding Corporation may:

- 2.1 by any reasonable means pass across the access site for the purpose of exercising or performing any of its powers, authorities, duties or functions, and
- 2.2 do anything reasonably necessary for passing across the access site, including:
 - 2.2.1 entering the lot burdened, and
 - 2.2.2 taking anything on to the lot burdened, and
 - 2.2.3 carrying out work within the access site such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

3.0 In exercising the rights set out in clause 2, Epsilon Distribution Ministerial Holding Corporation must:

- 3.1 ensure all work is done properly, and
- 3.2 cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- 3.3 cause as little damage as is practicable to the lot burdened and any improvement on it, and
- 3.4 restore the lot burdened as nearly as is practicable to its former condition, and
- 3.5 make good any collateral damage.

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

- 4.1 Notwithstanding any other provision in this right of access, the owner grants to Epsilon Distribution Ministerial Holding Corporation the right of access and 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.

Name of Authority having the power to release vary or modify the terms of the Easement numbered 11 in the plan is **Epsilon Distribution Ministerial Holding Corporation**. All costs associated with any such release, variation or modification shall be borne by the applicant.

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

Lengths are in metres

(Sheet 11 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

12. Terms of Restriction on the Use of Land numbered 12 in the plan

No part of a dwelling or other structure may be constructed or allowed to remain on the lot(s) hereby burdened within the asset protection zone designated (D) on the plan except for Class 10b structures as defined in the 'Building Code of Australia'.

Name of Authority having the power to release vary or modify the terms of Restriction numbered 12 in the plan is **Liverpool City Council**. All costs associated with any such release, variation or modification shall be borne by the applicant.

13. Terms of Positive Covenant numbered 13 in the plan

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietor the whole of the lot(s) as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 13 in the plan is **Liverpool City Council**. All costs associated with any such release, variation or modification shall be borne by the applicant.

14. Terms of Easement numbered 14 in the plan

1.0 Definitions

1.1 **access site** means that part of the lot burdened that is affected by this right of access.

1.2 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

1.3 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

2.0 Epsilon Distribution Ministerial Holding Corporation may:

2.1 by any reasonable means pass across the access site for the purpose of exercising or performing any of its powers, authorities, duties or functions, and

2.2 do anything reasonably necessary for passing across the access site, including:

2.2.1 entering the lot burdened, and

2.2.2 taking anything on to the lot burdened, and

2.2.3 carrying out work within the access site such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

LIVERPOOL CITY COUNCIL

.....
Authorised Officer

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

Lengths are in metres

(Sheet 12 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

3.0 In exercising the rights set out in clause 2, Epsilon Distribution Ministerial Holding Corporation must:

- 3.1 ensure all work is done properly, and
- 3.2 cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- 3.3 cause as little damage as is practicable to the lot burdened and any improvement on it, and
- 3.4 restore the lot burdened as nearly as is practicable to its former condition, and
- 3.5 make good any collateral damage.

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

- 4.1 Notwithstanding any other provision in this right of access, the owner grants to Epsilon Distribution Ministerial Holding Corporation the right of access and 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.

Name of Authority having the power to release vary or modify the terms of the Easement numbered 14 in the plan is **Epsilon Distribution Ministerial Holding Corporation**. All costs associated with any such release, variation or modification shall be borne by the applicant.

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

Lengths are in metres

(Sheet 13 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

15. Terms of Easement numbered 15 in the plan

1.0 Definitions

- 1.1 **easement site** means that part of the lot burdened that is affected by this easement.
- 1.2 **electrical equipment** includes:
 - 1.2.1 *Overhead power lines* – includes pole, tower, overhead electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.
 - 1.2.2 *Underground Cables* – includes underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.
 - 1.2.3 *Pole Stays/Ground Stays* – includes stay pole, concrete strainer block, stay cable, stay wire, and ancillary equipment.
- 1.3 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.7 **structure** includes building, wall, retaining wall, carport, driveway, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2.0 Epsilon Distribution Ministerial Holding Corporation may:

- 2.1 install electrical equipment within the easement site,
- 2.2 excavate the easement site to install the electrical equipment.
- 2.3 use the electrical equipment for the transmission of electricity,
- 2.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.5 install its own access gates and locks,
- 2.6 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and

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

Lengths are in metres

(Sheet 14 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

- 2.7 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
- 3.0 In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 4.0 The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:
- 4.1 install or permit to be installed any services or structure within the easement site, or
- 4.2 alter the surface level of the easement site, or
- 4.3 do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation.
- 5.0 Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 6.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 6.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and 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.
- 6.2 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 having the power to release vary or modify the terms of the Easement numbered 15 in the plan is **Epsilon Distribution Ministerial Holding Corporation**. All costs associated with any such release, variation or modification shall be borne by the applicant.

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

Lengths are in metres

(Sheet 15 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

16. Terms of Restriction on the Use of Land numbered 16 in the plan

The registered proprietor(s) of the lot(s) burdened shall not carry out or permit to be carried out, any of the works listed below within the site of the Easement for Transmission Lines denoted (V) on the plan:

- (i) Installation of any services or structures
- (ii) Alteration of the surface level of the easement site
- (iii) Anything that restricts access to the easement site
- (iv) Erect or permit to remain any metal structure, except metal fencing, so long as the fence panels are insulated from the fence posts and from the ground
- (v) Erect or permit to remain any swimming pool, spa or water feature
- (vi) Erect fencing within a 10 metre radius of the power line poles

Name of Authority having the power to release vary or modify the terms of the Restriction numbered 16 in the plan is **Epsilon Distribution Ministerial Holding Corporation**. All costs associated with any such release, variation or modification shall be borne by the applicant.

17. Terms of Easement numbered 17 in the plan

- 1.1 The owner of the lot benefitted may:
- (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.
- 1.2 In exercising the rights under this clause 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 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.
- 1.3 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.

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

Lengths are in metres

(Sheet 16 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

- 1.4 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
- 1.5 The owner of the lot burdened and the owner of the lot benefitted 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 having the power to release, vary or modify the terms of Easement numbered 17 in the plan is **Liverpool City Council**. All costs associated with any such release, variation or modification shall be borne by the applicant.

18. Terms of Restriction on the Use of Land numbered 18 in the plan

No further development of the lots burdened is to take place unless it is approved by further development consent.

Name of Authority having the power to release vary or modify the terms of Restriction numbered 18 in the plan is **Liverpool City Council**. All costs associated with any such release, variation or modification shall be borne by the applicant.

19. Terms of Restriction on the Use of Land numbered 19 in the plan

1. The registered proprietor of the burdened lot(s) 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 system

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

Name of Authority having the power to release, vary or modify the terms of Restriction numbered 19 in the plan is **Liverpool City Council**. All costs associated with any such release, variation or modification shall be borne by the applicant.

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

Lengths are in metres

(Sheet 17 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

20. Terms of Positive Covenant numbered 20 in the plan

1. The registered proprietor of the lot(s) hereby burdened 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 pump-out 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 (a), (b), (c) and (d) at the registered proprietor's expense,
 - (f) Not make any alterations to the pump-out system or elements thereof without prior consent in writing from 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 requirement 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 the covenant charge on the land 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.

Name of Authority having the power to release, vary or modify the terms of Positive Covenant numbered 20 in the plan is **Liverpool City Council**. All costs associated with any such release, variation or modification shall be borne by the applicant.

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

Lengths are in metres

(Sheet 18 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

21. Terms of Restriction on the Use of Land numbered 21 in the plan

No building shall be erected on the lot(s) hereby burdened unless in accordance with controls set out in the Building Envelope Plans prepared by DKO Architecture (NSW) Pty Ltd Project No. 12299, Sheets 100-111, Rev D dated 1/07/2019 as approved by Notice of Determination No. DA 48/2018/A issued by Liverpool City Council on **date TBC**.

A copy of these plans are held at Council Ref **DA 48/2018/A**

Name of Authority having the power to release vary or modify the terms of Restriction numbered 21 in the plan is **Liverpool City Council**. All costs associated with any such release, variation or modification shall be borne by the applicant.

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

Lengths are in metres

(Sheet 19 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

EXECUTED by
Crownland Leppington Pty Limited
ACN 604 137 046
in accordance with s127 of
the Corporations Act 200

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)
)
)
)

.....
Andrew Beale Wiesener
Sole Director/Secretary

Consent of Mortgagee

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

Lengths are in metres

(Sheet 20 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

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:
Helen Smith
Manager Property & Fleet

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:

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

Lengths are in metres

(Sheet 21 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

SIGNED BY WATERNSW

.....
Signature of Delegate

Signed by me Joseph Pizzinga as delegate of WaterNSW pursuant to Financial Delegations dated
February 2017. I have received no notice of the revocation of the delegation.

Signature of Witness

I certify that the delegate Joseph Pizzinga who is personally known to me signed above and in my
presence:

.....
Signature

.....
Full Name

.....
Address

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

Lengths are in metres

(Sheet 22 of 22 sheets)

Plan:

Plan of Subdivision of Lot 1 in DP 1246349 covered by
Subdivision Certificate No. dated

EXECUTED BY

Liverpool City Council by its authorised delegate pursuant to section 377 of the Local Government Act
1993 (NSW)

.....
Signature of Delegate

.....
Name of Delegate

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

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness