

**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 9 sheets)

**Plan:**

Plan of Subdivision of Lot 764 in DP 1244341 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**

<b>No. of item shown in the intention panel on the plan</b>	<b>Identity of easements, restrictions and positive covenants to be created and referred to in the plan</b>	<b>Burdened lot(s) or parcel(s)</b>	<b>Benefited lot(s) or Prescribed Authorities</b>
1	Restriction on the Use of Land (Crownland)	801-809 (inclusive)	Every Other Lot 801-809 (inclusive)
2	Restriction on the Use of Land (D) (APZ)	801-810 (inclusive) (Parts)	Liverpool City Council
3	Positive Covenant (IPA)	801-810 (inclusive)	Liverpool City Council
4	Easement for Transmission Lines Variable Width (V)	801-810 (inclusive)	Epsilon Distribution Ministerial Holding Corporation
5	Restriction on the Use of Land (Endeavour Energy)	801-810 (inclusive)	Epsilon Distribution Ministerial Holding Corporation
6	Restriction on the Use of Land	810	Liverpool City Council

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(Sheet 2 of 9 sheets)

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**PART 2**

**1. Terms of Restriction on the Use of Land numbered 1 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.

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(Sheet 3 of 9 sheets)

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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 1 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.

**2. Terms of Restriction on the Use of Land numbered 2 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 2 in the plan is **Liverpool City Council**. All costs associated with any such release, variation or modification shall be borne by the applicant.

**3. Terms of Positive Covenant numbered 3 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 3 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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(Sheet 4 of 9 sheets)

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**4. Terms of Easement numbered 4 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

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(Sheet 5 of 9 sheets)

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- 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 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.

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(Sheet 6 of 9 sheets)

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**5. Terms of Restriction on the Use of Land numbered 5 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 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**

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 6 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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(Sheet 7 of 9 sheets)

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

)  
)  
)  
)  
)

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

**Consent of Mortgagee**

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(Sheet 8 of 9 sheets)

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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:

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:  
\_\_\_\_\_

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(Sheet 9 of 9 sheets)

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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