

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Lengths are in metres)

(Sheet 1 of 19 sheets)

PLAN:

Plan of Subdivision of Lots 1, 2 & 3
in DP 1266783
covered by Council's Certificate No.
Dated:

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

Crownland Kelly St No.3 Pty Ltd
(ACN 620 430 622)
Suite 301, Level 3
95 Pitt Street
SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction or Positive Covenant to be created and referred to in the plan	Burdened lot(s) or Parcel(s)	Benefited lot(s), Road(s), Bodies or Prescribed Authorities
1	Easement for Access & Maintenance 0.9 Wide. (A)	100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120	101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121

Approved by Council
Authorised Officer

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1 continued	Easement for Access & Maintenance 0.9 Wide. (A)	123	122
		124	123
		125	124
		126	125
		127	126
		128	127
		129	128
		130	129
		131	130
		132	131
		133	132
		134	133
		135	134
		136	135
		137	136
		138	137
		139	138
		140	139
		141	140
		142	141
143	144		
145	146		
146	147		
147	148		
148	149		
151	150		
152	151		
2	Easement for Access & Maintenance 0.9 Wide. (A1)	100	142

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3	Easement for Drainage of Water 1.5 Wide. (B)	100	140, 141 & 142
		103	131 - 140 inclusive
		112	122 - 131 inclusive
		123	122
		124	122 & 123
		125	122, 123 & 124
		126	122 - 125 inclusive
		127	122 - 126 inclusive
		128	122 - 127 inclusive
		129	122 - 128 inclusive
		130	122 - 129 inclusive
		131	122 - 130 inclusive
		132	131
		133	131 & 132
		134	131, 132 & 133
		135	131 - 134 inclusive
		136	131 - 135 inclusive
		137	131 - 136 inclusive
		138	131 - 137 inclusive
		139	131 - 138 inclusive
140	131 - 139 inclusive		
141	140		
142	140 & 141		
145	146 - 152 inclusive		
146	147 - 152 inclusive		
147	148 - 152 inclusive		
148	149 - 152 inclusive		
149	150		
151	152		
4	Easement for Drainage of Water. (Affects Entire Lot) (C)	99	Liverpool City Council
5	Right of Access. (Affects Entire Lot) (D)	100	Liverpool City Council

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6	Restriction on the Use of Land.	101 - 145 inclusive, 147 - 152 inclusive, 153, 164 & 165	Liverpool City Council
7	Restriction on the Use of Land.	Each lot 101 - 165 inclusive	Every other lot 101 - 165 inclusive
8	Restriction on the Use of Land.	100	Liverpool City Council
9	Easement for Padmount Substation 2.75 Wide. (E)	144 & 166	Epsilon Distribution Ministerial Holding Corporation
10	Restriction on the Use of Land.	Pt.144, Pt.145, Pt.153 & Pt.166 designated (F)	Epsilon Distribution Ministerial Holding Corporation
11	Restriction on the Use of Land.	Pt.144, Pt.145, Pt.153 & Pt.166 designated (G)	Epsilon Distribution Ministerial Holding Corporation
12	Restriction on the Use of Land.	99	Liverpool City Council
13	Positive Covenant.	99	Liverpool City Council
14	Easement for Underground Cables 1 Wide. (H)	100	Epsilon Distribution Ministerial Holding Corporation
15	Easement for Water Supply Purposes 11 Wide. (J)	100	Sydney Water Corporation
16	Easement for Gas Main 11 Wide. (K)	100	Jemena Gas Networks (NSW) Ltd

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PART 2 (Terms)

Terms of Easements numbered 1 & 2 in the abovementioned plan

- 1.1 The owner of the lot benefited by:
- (a) With prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefited;
 - (ii) Any structure constructed or to be constructed by the owner of the lot benefited, 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 benefited must:
- (a) Ensure that all work on the lot benefited 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.
- 1.3 The owner of the lot benefited 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.
- 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 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 any dispute is a civil matter to be resolved with the relevant parties.

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Terms of Easement numbered 3 in the abovementioned plan

An Easement for Drainage of Water as set out in Schedule 8, Part 8 of the Conveyancing Act 1919, as amended.

Terms of Easement numbered 4 in the abovementioned plan

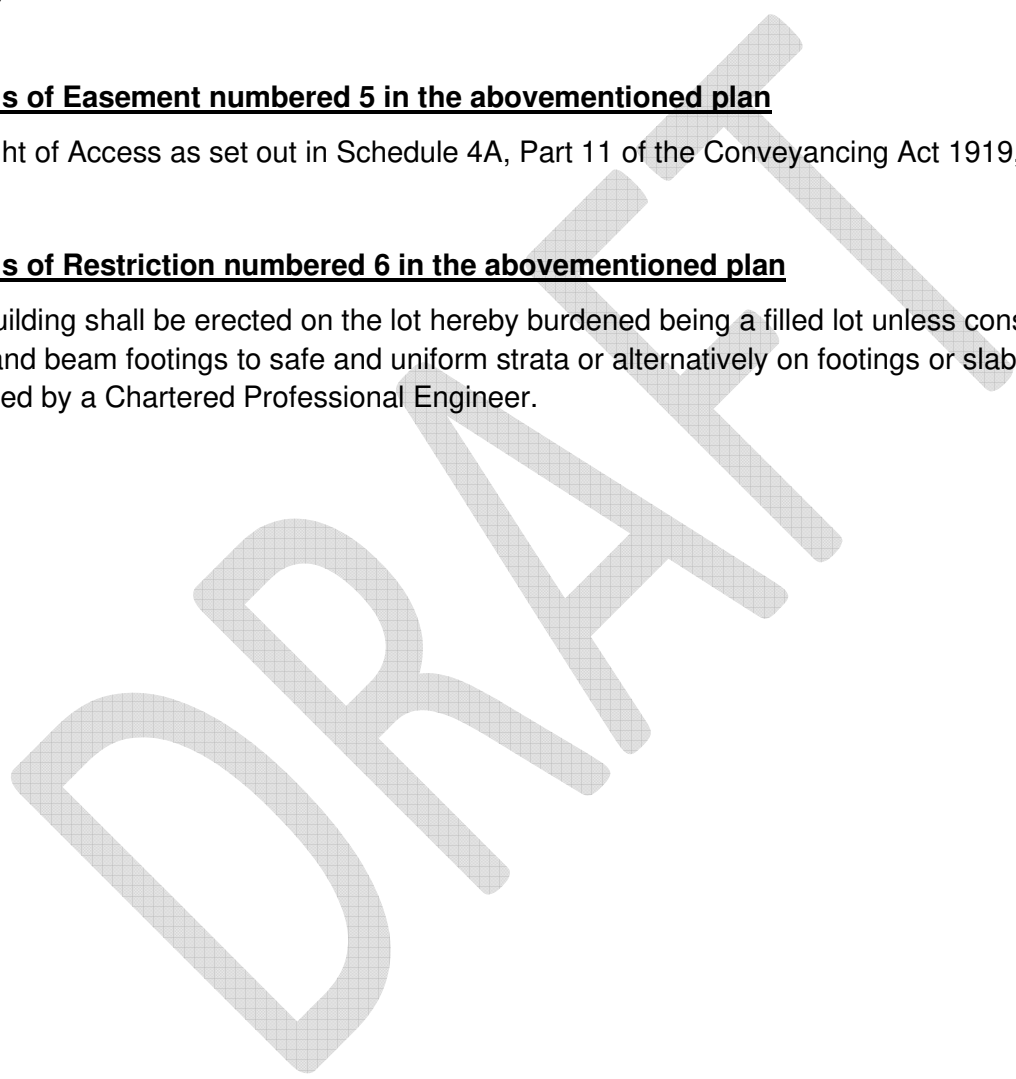
An Easement for Drainage of Water as set out in Schedule 4A, Part 7 of the Conveyancing Act 1919, as amended.

Terms of Easement numbered 5 in the abovementioned plan

A Right of Access as set out in Schedule 4A, Part 11 of the Conveyancing Act 1919, as amended.

Terms of Restriction numbered 6 in the abovementioned plan

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer.



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Terms of Restriction numbered 7 in the abovementioned plan

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.
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.
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.
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.
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.
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 construction provided such colorbond fence is of either surf mist, shale grey, dune, basalt or woodland grey colour only. No colorbond fence shall be erected on any street frontage or within the front building setback line.
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.
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 the abovenamed proprietors or its successors in title or assigns.
9. No driveway shall be constructed on any lot burdened unless its surface is comprised of faux or stamped or coloured concrete or pavers or as approved by the abovenamed proprietors or its assigns AND unless driveway construction is undertaken prior to practical completion of the main building.
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.

PLAN:

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Terms of Restriction numbered 8 in the abovementioned plan

The Lot hereby burdened shall not be sold without the prior written consent of Liverpool City Council.

Liverpool City Council shall not reasonably withhold permission for removal of this Restriction when proper legal access is completed over neighbouring lands and temporary access road works and services removed or relocated and land reinstated to Liverpool City Council's satisfaction.

No further development of the lot hereby burdened is to take place unless it is approved by Development Consent.

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PLAN:

Plan of Subdivision of Lots 1, 2 & 3
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Dated:

Terms of Easement numbered 9 in the abovementioned plan

The terms set out in Memorandum No. AK104621 are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

Terms of Restriction numbered 10 in the abovementioned 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.

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.

PLAN:

Plan of Subdivision of Lots 1, 2 & 3
in DP 1266783
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Dated:

Terms of Restriction numbered 11 in the abovementioned 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.

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.

Terms of Restriction numbered 12 in the abovementioned plan

The registered proprietor shall not make or permit or suffer the making of any alterations to the on-site stormwater detention system and the stormwater pre-treatment system, which is constructed/installed on the lot(s) burdened without the prior consent in writing of Liverpool City Council. The expression "on-site stormwater detention system" and "stormwater pre-treatment system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain and treat stormwater, as well as all surfaces graded to direct stormwater to the temporary storage and system.

PLAN:

Plan of Subdivision of Lots 1, 2 & 3
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Terms of Positive Covenant numbered 13 in the abovementioned plan

The expression "on-site stormwater detention system" and "stormwater pre-treatment system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain and treat stormwater, as well as all surfaces graded to direct stormwater to the temporary storage and system. Any on-site stormwater detention and pre-treatment system constructed/installed on the lots burdened is hereafter referred to as "the system".

1. The registered proprietor of the lots hereby burdened will in respect of the system:
 - a) keep the system clean and free from silt, rubbish and debris
 - b) maintain and repair at the sole expense of the registered proprietor the whole of the system so that it functions in a safe and efficient manner
 - c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant
 - d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice
 - e) refer to the maintenance schedule and the Council approved stormwater plans as an appendix to items (a) and (b) mentioned above.

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919-64 the Council shall have the following additional powers:
 - 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 or its authorised agents may enter the land with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1.(d) above.
 - 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 under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the said work.
 - II. legal costs on an indemnity basis for the issue of the said notices and recovery of the said costs and expenses together with the costs 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.

PLAN:

Plan of Subdivision of Lots 1, 2 & 3
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Dated:

Terms of Easement numbered 14 in the abovementioned plan

The terms set out in Memorandum No AK104616 are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

Terms of Easement numbered 15 in the abovementioned plan

The terms set out in Part 1 of Memorandum No. 5736755 are incorporated in this document.

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PLAN:

Plan of Subdivision of Lots 1, 2 & 3
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Terms of Easement numbered 16 in the abovementioned plan

1. For the purposes of this Instrument, the following words have the following meanings unless the contrary intention appears:
 - “**Apparatus**” means mains, and pipes and other apparatus used for the conveyance, control, measurement and distribution of the Substances and for purposes incidental thereto,
 - “**Easement Site**” means that part of the Lot Burdened identified as being subject to the Easement in the Plan which accompanies this Instrument.
 - “**Jemena** ” means Jemena Gas Networks (NSW) Ltd ABN 87 003 004 322 and its successors and its officers, agents, employees and other persons authorised by it.
 - “**Substances**” means natural gas, artificial gas, liquid petroleum gas, oil and other hydrocarbons whether in a gaseous, liquid or solid state and any products or by-products thereof.
2. Full and free right and licence for Jemena to construct Apparatus on the Easement Site including above and below the surface for the conveyance of Substances through, under and across the Easement Site and to use, examine, re-lay, alter, renew, maintain and remove such Apparatus TOGETHER WITH the following rights:
 - a) a right of support of the Apparatus;
 - b) to enter, pass and re-pass on the Lot Burdened with or without vehicles, to gain access to the Easement Site and to remain there for any reasonable time with or without workmen, materials and machinery;
 - c) to remove any obstructions which encroach onto the Easement Site or prevent reasonable access to the Easement Site;
 - d) to excavate the Lot Burdened within the Easement Site for the purposes of this easement.
3. In the exercise of its rights under this easement Jemena shall take reasonable precautions to cause as little disturbance as possible to the surface of the Easement Site and upon completion of the work will restore the surface to its former condition as far as reasonably practicable but Jemena shall not be obliged to restore or rebuild any building structure, roadway, pavement, pipeline cable or other improvement, erected upon, through or under the Easement Site.
4. The proprietor of the Lot Burdened undertakes that no structure, pipeline, cable or other improvement will be erected upon, over or under the Lot Burdened within the Easement Site without the prior consent in writing of Jemena AND that the proprietor has before the execution of this easement obtained any consent and approvals required from any other person or authority which holds an easement over the Lot Burdened.

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Name of Authority whose consent is required to release, vary or modify

Easements numbered: 1, 2, 3, 4 & 5

Restrictions numbered: 6, 8 & 12

Positive Covenant numbered: 13

in the abovementioned plan is Liverpool City Council.

Name of Authority whose consent is required to release, vary or modify

Easements numbered: 9 & 14

Restrictions numbered: 10 & 11

in the abovementioned plan is Epsilon Distribution Ministerial Holding Corporation.

Name of Authority whose consent is required to release, vary or modify

Easement numbered: 15

in the abovementioned plan is Sydney Water Corporation.

Name of Authority whose consent is required to release, vary or modify

Easement numbered: 16

in the abovementioned plan is Jemena Gas Networks (NSW) Ltd.

Name of Person or Authority whose consent is required to release, vary or modify

Restriction numbered: 7

in the abovementioned plan is the abovenamed proprietors 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.

(Lengths are in metres)

(Sheet 15 of 19 sheets)

PLAN:

Plan of Subdivision of Lots 1, 2 & 3
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SIGNATURES

Consent of Owner:

Consent of Mortgagee:

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Approved by Council
Authorised Officer

PLAN:

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Dated:

SIGNATURES

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 No

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

Endeavour Energy reference:

Date of signature:

PLAN:

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SIGNATURES

Executed by **SYDNEY WATER CORPORATION ABN 49 776 225 038** pursuant to
Section 50(3)(a) of the *Interpretation Act 1987* by an authorised delegate.

Signature of witness

Signature of authorised delegate

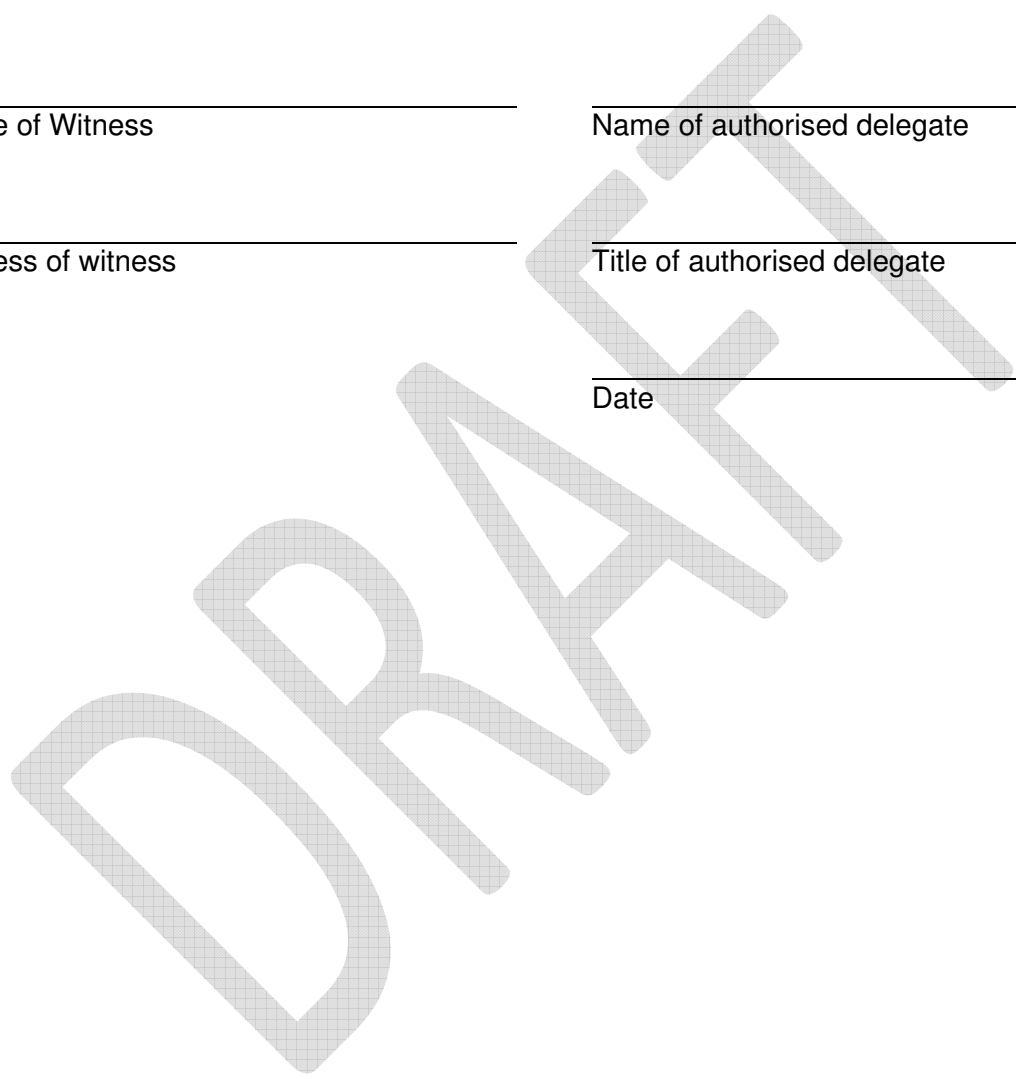
Name of Witness

Name of authorised delegate

Address of witness

Title of authorised delegate

Date



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SIGNATURES

Executed by **JEMENA GAS NETWORKS (NSW) LTD ACN 003 004 322** in accordance with
s127 of the Corporations Act 2001 (Cth):

Signature of Director/ Company Secretary

Signature of Director

Full Name of Director/ Company Secretary

Full Name of Director

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(Lengths are in metres)

(Sheet 19 of 19 sheets)

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SIGNATURES

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

.....
Signature of Delegate

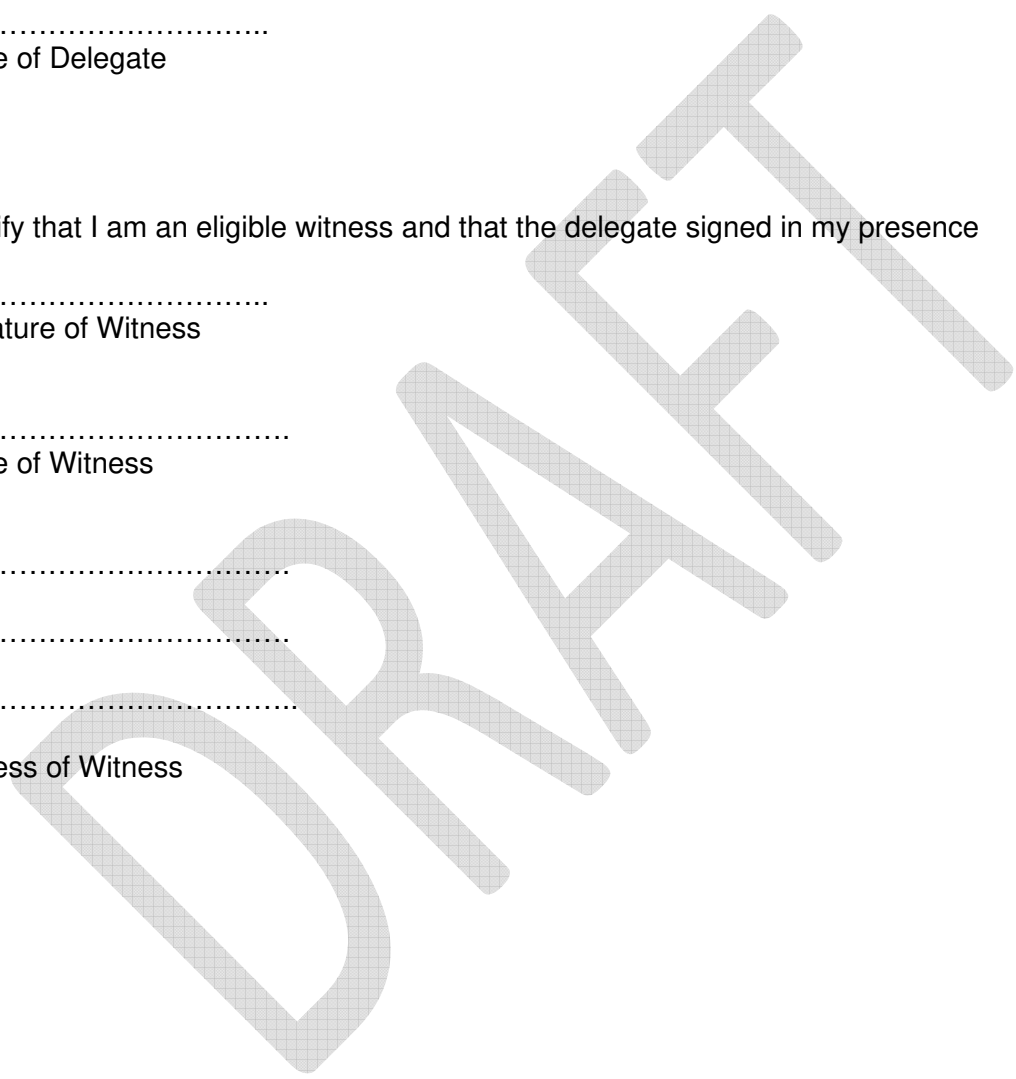
.....
Name of Delegate

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



Approved by Council
Authorised Officer