

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

Plan: **DP1292147**

**PLAN OF SUBDIVISION OF LOT 1002 IN DP1308890**

Full Name and Address of the Owner(s) of the land

HULLS ROAD 52 PTY LTD  
Suite 502, Level 5, 95 Pitt Street, Sydney NSW 2000

Covered by Subdivision Certificate No.  
dated

**Part I (Creation)**

Number of item shown in the intention panel on the plan	Identity of the easement, profit 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	Right of access 5 Wide (A)	204-206 204-205 204	207 206-207 205-207
2	Easement for drainage of water 4 Wide (B)	204-207 151	Camden Council Camden Council
3	Easement for drainage of water 1.5 Wide (C)	182-184 182-183 182 132 101, 104-108 101, 104-107 101, 104-106 101, 104-105 101, 104 101 111-114 112-114 113-114 114 208-209 208 119-120 120	185 184-185 183-185 131 109 108-109 107-109 106-109 105-109 104-109 110 110-111 110-112 110-113 210 209-210 118 118-119

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Attesting Witness

Plan: **DP1292147**

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of the easement, profit 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:
4	EASEMENT FOR ACCESS, MAINTENANCE & OVERHANG 0.9 Wide (D)	204 205 148 147 146 145 203 202 201 200 197 196 186 187 188 189 190 191 169 172 142 143 221	203 204 149 148 147 146 202 201 200 199 198 197 187 188 189 190 191 192 170 171 143 221 144
5	EASEMENT FOR PADMOUNT SUBSTATION 2.75 Wide (E)	133, 168	Epsilon Distribution Ministerial Holding Corporation
6	Restriction(s) on the use of Land (F)	Part 131-133, 168, 181	Epsilon Distribution Ministerial Holding Corporation

Attesting Witness

Plan: **DP1292147**

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of the easement, profit 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:
7	Restriction(s) on the use of Land (G)	Part 131-133, 168, 181	Epsilon Distribution Ministerial Holding Corporation
8	Easement for drainage of water 2.5 Wide (H)	115-116 116	110-114 110-115
9	Easement for drainage of water 3 Wide (J)	117	110-116, 118-120
10	Easement for drainage of water 4.5 Wide and Variable Width (K)	100	Camden Council
11	Easement for drainage of water 4.5 Wide (L)	100	Camden Council
12	Right of access Variable Width (M)	100, 220	Camden Council
13	Restriction(s) on the use of Land	101-221	Every other lot
14	Restriction(s) on the use of Land	103, 137, 220	Camden Council
15	Restriction(s) on the use of Land	101-172, 174, 177-181, 183-186, 221	Camden Council
16	Restriction(s) on the use of Land	101-221	Camden Council
17	Restriction(s) on the use of Land	101-221	Camden Council
18	Restriction(s) on the use of Land	101-221	Camden Council
19	Restriction(s) on the use of Land	204-207	Camden Council
20	Restriction(s) on the use of Land	101, 104-117, 121, 150-167	Camden Council
21	Restriction(s) on the use of Land	182, 207	Camden Council
22	Restriction(s) on the use of Land	141	Camden Council
23	Restriction(s) on the use of Land	182	Camden Council

Attesting Witness

Plan: **DP1292147****Part 2 (Terms)****Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan**

As per Schedule 8 Conveyancing Act, 1919 as amended.

**Party whose consent is required to release, vary or modify this item: Camden Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.**

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

As per Schedule 4A Conveyancing Act, 1919 as amended. In addition, the registered proprietor of any lot burdened shall not alter the surface levels of the site of the easement within the burdened lot.

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

As per Schedule 8 Conveyancing Act, 1919 as amended. In addition, the registered proprietor of any lot burdened shall not alter the surface levels of the site of the easement within the burdened lot.

**Party whose consent is required to release, vary or modify this item: Camden Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.**

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

1. The owner of the lot benefited and persons authorised by them may:

(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; and
- (ii) Taking anything onto the lot burdened; and
- (iii) Carrying out the necessary works.

2. In exercising the rights under 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 possible; and

(b) Cause as little inconvenience to the owner and any occupier of the lot burdened; and

Plan: **DP1292147****Part 2 (Terms)**

(c) Cause as little damage as practicable to the lot burdened and any improvements on it; and

(d) Restore the lot burdened as nearly as is practicable to its former condition; and

(e) Make good any collateral damage.

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.

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 Camden Council, and

5. The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Camden Council to determine any dispute in relation to the Easement for Access, Maintenance & Overhang and any dispute is a civil matter to be resolved with the relevant parties.

**Party whose consent is required to release, vary or modify this item: CAMDEN COUNCIL The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.**

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

The terms set out in Section 1 of Memorandum AR578978 are incorporated into this document.

**Party whose consent is required to release, vary or modify this item: Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)**

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

The terms set out in Section 8 of Memorandum AR578978 are incorporated into this document.

**Party whose consent is required to release, vary or modify this item: Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)**

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

The terms set out in Section 9 of Memorandum AR578978 are incorporated into this document.

**Part 2 (Terms)****Party whose consent is required to release, vary or modify this item: Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)****Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan**

As per Schedule 8 Conveyancing Act, 1919 as amended. In addition, the registered proprietor of any lot burdened shall not alter the surface levels of the site of the easement within the burdened lot.

**Party whose consent is required to release, vary or modify this item: Camden Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.**

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

As per Schedule 8 Conveyancing Act, 1919 as amended. In addition, the registered proprietor of any lot burdened shall not alter the surface levels of the site of the easement within the burdened lot.

**Party whose consent is required to release, vary or modify this item: Camden Council. The cost and expense of any such release, variation or modification shall be borne by the person or corporation requesting same in all respects.**

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

As per Schedule 4A Conveyancing Act, 1919 as amended.

**Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the 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 or neutral colours 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

**Part 2 (Terms)**

of a timber lapped and/or lapped and capped construction or colorbond construction provided such colourbond fence is of either surf mist, shale grey, dune, basalt or woodland grey colour only. No colourbond 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 Hulls Road 52 Pty. Ltd. (ACN 649 334 958) 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 Hulls Road 52 Pty Ltd. (ACN 649 334 958) 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.

**Party whose consent is required to release, vary or modify this item: Hulls Road 52 Pty Ltd. (ACN 649 334 958) of Suite 502, 95 Pitt Street, Sydney NSW 2000 for such period as it is 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.**

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

No vehicular access to the burdened lot is permitted other than via the area designated "X – Y" on the plan.

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

No building is to be constructed on the lot hereby burdened which has been filled above its natural or previously excavated level unless the footings and foundations of the building have been designed by a qualified civil/structural engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing authorities.

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

No habitable building, apart from a single dwelling house, shall be erected or permitted to remain on the lot burdened without the written approval of Camden Council. No secondary dwellings, dual occupancies, or semi-detached dwellings may be developed on the lot burdened without the prior

**Part 2 (Terms)**

written consent of Council.

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

No dwelling shall be constructed on the land hereby burdened unless constructed in accordance with section 5 (pages 16 to 27) of the approved acoustic report “Traffic Noise Assessment Report - Residential Subdivision, 40-52 Hulls Road and 15 George Road, Leppington NSW – Report 7640-1.1R Rev. B” prepared by Day Design Pty. Limited dated 11 October 2024.

**Party whose consent is required to release, vary or modify this item: Camden Council**

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

1. In this restriction, “Salinity Management Plan” means the Salinity Management Plan - Proposed Residential Subdivision Development - Lot 6 to 7 DP 858010 and Lot 10 to 11 DP1164955 - No. 40-52 Hulls Road and No 15 George Road, Leppington NSW Ref: JC22432A-r5” prepared by GeoEnviro Consultancy Pty. Limited dated 01 November 2022.
2. No construction work including earthworks, imported fill, landscaping, buildings, and associated infrastructure is permitted on the land hereby burdened unless carried out or constructed in accordance with the Salinity Management Plan.
3. No building shall be constructed on the land hereby burdened unless the footings/foundations have been designed by a qualified Civil/Structural Engineer.

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

No building shall be erected on the lot hereby burdened unless in accordance with controls set out in the Building Envelope Plan "Building Envelope Plans - 40-52 Hulls Road and 15 Dwyer Road, Leppington - DWG No. DA-110-01 Rev 01" prepared by Glyde Bautovich and dated 17 November 2023 .

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

Fencing along the common boundary of Lot 100 in the lot burdened shall be of lapped and capped timber construction, 1.8 metres in height with palings to face Lot 100 and rails facing the burdened lot.

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

Fencing along the common boundary of Lot 1001 in DP 1308890 and the lot burdened shall be of lapped and capped timber construction, 1.8 metres in height with palings to face Lot 1001 and rails facing the burdened lot.

**Terms of easement, profit à prendre, restriction or positive covenant numbered 22 in the plan**

Any vehicular access to be provided to the burdened lot is to be adjacent to the common boundary with

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Lot 140 only.

**Terms of easement, profit à prendre, restriction or positive covenant numbered 23 in the plan**

No further development on the lot burdened is to take place until such time as On-site Detention, Bioretention and Water Quality facilities constructed on the lot have been suitably decommissioned and the land on the lot burdened has been suitably filled and compacted in accordance with Camden Council Engineering specifications.

DRAFT

Plan: **DP1292147**

**Signature Sheet**

Executed for and on behalf of

Under Power of Attorney dated

and registered in New South Wales Book

No

Signature of Attorney:

Name of Attorney:

(By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney)

Signature of Witness:

Name of Witness:

Address of Witness:

Plan: **DP1292147**

**Signature Sheet**

DRAFT

Plan: **DP1292147**

**Signature Sheet**

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

on behalf of

pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*

Signature of witness:

Name of witness:

Address of witness:

Signature of attorney:

Name and position of attorney:

Power of attorney:

Book  No

Endeavour Energy reference: