Req:R159849 /Doc:DP 0270334 B /Rev:30-Nov-2005 /Sts:SC.OK /Prt:05-Dec-2011 15:30 /Pgs:ALL /Seq:1 of 45
Ref:110981 /Src:M

DP270334

COVER SHEET FOR SECTION 88B INSTRUMENT

****

ATTENTION

****

As a result of a Community Plan of Subdivision which also contained a Section 88B Instrument this instrument now comprises separate documents registered on different dates.

Particulars of each document are as follows:-

Document No.	Plan/Instrument Registration Date	No. of Sheets in Plan	No. Sheets in Section 88B Inst.
Document 1	27.2.2003	6	14
Doc. 2	30.6.2003	4	3
Doc. 3	16.04.2004	3	7
Doc. 4	4.11.2004	3	7
Doc. 5	5.5.2005	3	7
Doc. 6	28.11.2005	3	6

TOTAL NUMBER OF SHEETS OF SEC 88B FILMED (INCLUDING COVER SHEET)

Doc.1

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

Lengths are in metres

(Sheet 1 of 14 sheets)

DP270334

Community Plan over Lot 7 in DP 737255, Lots 1 and 2 in DP 1019155 and Lots 1 and 2 in DP556273 covered by Subdivision Certificate No. 10488 .

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

Australand Holdings Limited
Level 3, 1C Homebush Bay Drive
Rhodes NSW 2138

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 to drain water variable width (Z)	1	Council
2	Easement to drain water 1 wide (Y)	11 12 13 14	2,12,13 and 14 2, 13 and 14 2 and 14 2
3	Easement to drain water 2.5 wide (V)	3 and 4	15
4	Easement for overhang and support 0.9 wide (M)	11 13	12 14
5	Right of carriageway 9 wide (W)	7	8 and 9
6	Restrictions on the use of land	1	Council
7	Positive covenant	1	Council
8	Easement to drain water 1 wide (X)	17	4
9	Restrictions on the use of land (L)	5 and 6	Council

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Signature of Council's Authorised Officer

DP270334

Part 1A (Release)

Number of item shown in the intention panel of the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water variable width (DP1019155)	Lot 2 in DP1019155	Lot 1 in DP1019155
2	Easement for services variable width (DP1019155)	Lot 2 in DP1019155	Lot 1 in DP1019155
3	Easement to drain water 2 wide (6016866)	Lot 2 in DP1019155 (formerly part of Lot 6 in DP737255)	Lot 7 in DP737255
4	Easement for services 2 wide (6016866)	Lot 2 in DP1019155 (formerly part of Lot 6 in DP737255)	Lot 7 in DP737255

Signature of Council's Authorised Officer

DP270334

Part 2 (Terms)

1 Interpretation

1.1 Dictionary

Words "Like This" are defined terms. Defined terms (in any form) mean:

Defined Term	Definition
Act	Conveyancing Act 1919
Authorised Users	Every person authorised by the owner of the lot benefited or owner of the lot burdened for the purposes of any easement created by this instrument (including, without limitation, the tenants, employees, agents, contractors and licensees of the lot benefited).
Council	(a) Warringah Council; and (b) the persons authorised by Warringah Council, including, without limitation: (i) its contractors; and (ii) members of the public from time to time as determined by Warringah Council.
Easement Site	the site of an easement, restrictions on the use of land or positive covenant as shown in the Plan.
Land	the land over which the Plan is registered.
Loss	includes a claim, liability, damage, cost or expense.
owner	(a) owner of a lot in the Plan; and (b) if a lot is subdivided by a neighbourhood plan: (i) the owner of a lot in that neighbourhood plan; and (ii) the neighbourhood association established on registration of that neighbourhood plan; and (c) if a lot is subdivided by a strata plan: (i) the owner of a lot in that strata plan; and (ii) the owners corporation established on

.....
Signature of Council's Authorised Officer

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Defined Term	Definition
	registration of that strata plan.
Plan	the community plan to which this instrument relates.
Stormwater Structures	includes water quality control, stormwater drainage, detention and stormwater overland flow structures and other items associated with the use of these structures (including, but not limited to all ancillary drains, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) according to the approved plans that form part of: (a) development consent number 2001/130; and (b) development consent number 2002/1213.

1.2 Indemnity

The owner of the lot benefited agrees to indemnify the owner of the lot burdened against any Loss suffered or incurred in connection with the owner of the lot burdened (or any of its Authorised Users) exercising a right or failing to comply with an obligation in this instrument, including but not limited to:

(a) damage to the lot burdened, except fair wear and tear; and

(b) damage to any property of the owner of the lot burdened or any other person; and

(c) injury to any person on or near the lot burdened.

1.3 Notice to owner

If a notice to the owner of the lot burdened is required to be given under this instrument, that notice must also be given to the occupier of the lot burdened. Notice required in the case of an emergency may be given verbally.

1.4 General

The easements in this instrument are covenants and agreements between:

(a) each owner of the lot benefited for itself, its successors and every person who is entitled to an estate or interest in possession of the lot benefited or any part of it with which the right is capable of enjoyment; and

(b) each owner of the lot burdened for itself, its successors and every person who is entitled to an estate or interest in possession of the lot burdened or any part of it with which the right is capable of enjoyment

with the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements.

.....
Signature of Council's Authorised Officer

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2 Terms of easement to drain water variable width (Z) numbered 1 in the Plan

2.1 Right to drain water

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons to:

(a) drain water from any natural source through the lot burdened, but only within the Easement Site; and

(b) do anything reasonably necessary for that purpose, including:

(i) entering the lot burdened; and

(ii) taking anything onto the lot burdened; and

(iii) using the existing line of pipes within the Easement Site; and

(iv) carrying out work, such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.

2.2 Obligations of the owner of the lot benefited

In exercising the rights granted in this easement, the owner of the lot benefited must:

(a) ensure all work is done properly; and

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

(c) cause as little damage as is practicable to the lot burdened and any improvement 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 Terms of easement to drain water 1 wide (Y) numbered 2 in the Plan

3.1 Right to drain water

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons to:

(a) drain water from any natural source through the lot burdened, but only within the Easement Site; and

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(b) do anything reasonably necessary for that purpose, including:

(i) entering the lot burdened; and

(ii) taking anything onto the lot burdened; and

(iii) using the existing line of pipes within the Easement Site; and

(iv) carrying out work, such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.

3.2 Obligations of the owner of the lot benefited

In exercising the rights granted in this easement, the owner of the lot benefited must:

(a) ensure all work is done properly; and

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

(c) cause as little damage as is practicable to the lot burdened and any improvement on it; and

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

(e) make good any collateral damage.

3.3 Maintenance and repair

For the purposes of section 88BA of the Act, the owner of the lot benefited must maintain and repair all pipes within the Easement Site and in so doing must comply with the terms of clause 3.2 ("Obligations of the owner of the lot benefited").

3.4 Costs to be shared equally

Each owner of a lot burdened and each owner of a lot benefited agrees to share the costs incurred in clause 3.3 ("Maintenance and repair") equally.

3.5 Failure to comply

If:

(a) the owner of the lot benefited does not comply with its obligations under clause 3.3 ("Maintenance and repair") within 7 days after being requested to do so; or

(b) there is an emergency (in which event no notice is required) and the owner of the lot benefited has not complied with its obligations under clauses 3.2 ("Obligations of the owner of the lot benefited") and 3.3 ("Maintenance and repair")

the owner of the lot burdened may carry out the relevant work and recover the costs from the owner of the lot benefited as a debt.

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4 Terms of easement to drain water 2.5 wide (V) numbered 3 in the Plan

4.1 Right to drain water

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons to:

(a) drain water from any natural source through the lot burdened, but only within the Easement Site; and

(b) do anything reasonably necessary for that purpose, including:

(i) entering the lot burdened; and

(ii) taking anything onto the lot burdened; and

(iii) using the existing line of pipes within the Easement Site; and

(iv) carrying out work, such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.

4.2 Obligations of the owner of the lot benefited

In exercising the rights granted in this easement, the owner of the lot benefited must:

(a) ensure all work is done properly; and

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

(c) cause as little damage as is practicable to the lot burdened and any improvement on it; and

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

(e) make good any collateral damage.

5 Terms of easement for overhang and support 0.9 wide (M) numbered 4 in the Plan

5.1 Right to overhang and enjoy support

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons to:

(a) maintain and enjoy the awning, supporting structures, facade, lights, services and other improvements situated on or over the lot burdened, having their footings or partial supports on or which are attached to the lot benefited

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Doc.1

("**Awning**" which expression includes any variation or replacement from time to time):

(i) to be supported vertically and horizontally by; and

(ii) to overhang, overshadow and encroach over,

the structure and soil of the lot burdened and any part of it and by all pillars, beams, columns, slabs and walls standing for the time being in, on, above or across the soil of the lot burdened or any part of it; and

(b) enter onto the lot burdened and also to remain there for the reasonable time necessary (with tools, plant, equipment, machinery, vehicles, scaffolding or other materials) for the purposes of installing, inspecting, cleaning, repairing, maintaining, augmenting, renewing, replacing or removing and making good that part of the Awning which is located on, supported by or overhangs or encroaches the lot burdened.

5.2 Obligations of the owner of the lot benefited

The owner of the lot benefited and persons interested in an estate or interest in possession from time to time of the lot or part of the lot benefited (and any person authorised by them) must, in exercising their rights under clause 5.1(b) ("Right to overhang and enjoy support"):

(a) ensure all work is done properly; and

(b) cause as little interference as possible to the owner and any occupier of the lot burdened; and

(c) cause as little damage as is practicable to the lot burdened and any improvement on it; and

(d) make good any collateral damage.

5.3 Maintenance and repair

For the purposes of section 88BA of the Act, the owner of the lot benefited must maintain and repair all pipes within the Easement Site at its own expense and in so doing must comply with the terms of clause 5.2 ("Obligations of the owner of the lot benefited").

5.4 Failure to comply

If:

(a) the owner of the lot benefited does not comply with its obligations under clause 5.3 ("Maintenance and repair") within 7 days after being requested to do so; or

(b) there is an emergency (in which event no notice is required) and the owner of the lot benefited has not complied with its obligations under clauses 5.2

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DP270334

("Obligations of the owner of the lot benefited") and 5.3 ("Maintenance and repair")

the owner of the lot burdened may carry out the relevant work and recover the costs from the owner of the lot benefited as a debt.

5.5 Right to enter the lot burdened

Before the owner of the lot benefited or its Authorised Users may enter the lot burdened to exercise the rights granted by this easement, they must give reasonable notice to the owner of the lot burdened of its intention to do so.

6 Terms of right of carriageway 9 wide (W) numbered 5 in the Plan

6.1 Right granted

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons to go, pass and repass across and over the Easement Site according to the terms of this easement.

6.2 Conditions

The rights granted under this easement:

(a) are subject to the rights of the owner of the lot burdened and other persons lawfully entitled to use the Easement Site from time to time to use or continue to use the Easement Site in any manner that is not inconsistent with the rights granted under this easement; and

(b) may be exercised on foot or by the use of vehicles; and

(c) may be exercised at any time.

6.3 No obstruction

The owner of the lot benefited, the owner of the lot burdened and their respective Authorised Users must not obstruct the Easement Site in any manner that will prevent or unreasonably restrict the exercise of any rights under this easement.

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6.4 Maintenance

The owner of the lot benefited and the owner of the lot burdened agree:

(a) jointly and individually to:

(i) properly maintain the Easement Site; and

(ii) keep the Easement Site in good condition and fit for use; and

(iii) carry out any repairs that become necessary; and

(iv) ensure that the Easement Site is in a safe condition at all times; and

(b) to contribute equally to the costs of maintenance and repair of the Easement Site.

7 Terms of restriction on ~~use~~ the use of land numbered 6 in the Plan

The owner of the lot burdened (including its Authorised Users) must not:

(a) do any act, matter or thing which would prevent the Stormwater Structures from operating in an efficient manner; or

(b) make any alterations or additions to the Stormwater Structures or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the Stormwater Structures without the written consent of Council.

8 Terms of positive covenant numbered 7 in the Plan

8.1 Obligations of the owner of the lot burdened

The owner of the lot burdened must (at its own cost):

(a) keep the Stormwater Structures clean and free from silt, rubbish and debris; and

(b) maintain and repair the Stormwater Structures so that they function in a safe and efficient manner.

8.2 Observing obligations

For the purpose of ensuring observance of this positive covenant, Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom this positive covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) to enter the lot burdened and view the condition of the lot burdened and the state of construction, maintenance or repair of the Stormwater Structures.

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Signature of Council's Authorised Officer

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8.3 Notice given by Council

Council may by written notice require the owner of the lot burdened to attend to any matter and to carry out such work within such reasonable time as Council may require to ensure the proper and efficient performance of the Stormwater Structures.

8.4 Additional powers

Pursuant to section 88F(3) of the Act, Council may:

(a) enter the lot burdened with all necessary equipment and carry out any work which Council in its discretion considers reasonable if the owner of the lot burdened fails to comply with a written notice served according to clause 8.3 ("Notice given by Council"); and

(b) recover from the owner of the lot burdened any expense reasonably incurred in exercising its powers under this positive covenant, including:

(i) reasonable wages for the Council's own employees engaged in effecting, supervising and administering the work; and

(ii) costs for the use of machinery, tools and equipment in connection with the work; and

(iii) reasonable legal costs incurred in connection with issuing a written notice according to clause 8.3 ("Notice given by Council"), recovery of the costs referred to in this clause and costs for the registration of a covenant charge pursuant to section 88F of the Act, providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

9 Terms of easement to drain water 1 wide (X) numbered 8 in the Plan

9.1 Right to drain water

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons to:

(a) drain water from any natural source through the lot burdened, but only within the Easement Site, and

(b) do anything reasonably necessary for that purpose, including:

.....
Signature of Council's Authorised Officer

Doc.1

(i) entering the lot burdened, and

(ii) taking anything onto the lot burdened, and

(iii) using the existing line of pipes within the Easement Site, and

(iv) carrying out work, such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.

9.2 Obligations of the owner of the lot benefited

In exercising the rights granted in this easement, the owner of the lot benefited must:

(a) ensure all work is done properly, and

(b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and

(c) cause as little damage as is practicable to the lot burdened and any improvement on it, and

(d) restore the lot burdened as nearly as is practicable to its former condition, and

(e) make good any collateral damage.

9.3 Maintenance and repair

For the purposes of section 88BA of the Act, the owner of the lot benefited must maintain and repair all pipes within the Easement Site at its own expense and in so doing must comply with the terms of clause 9.2 ("Obligations of the owner of the lot benefited").

9.4 Failure to comply

If:

(a) the owner of the lot benefited does not comply with its obligations under clause 9.3 ("Maintenance and repair") within 7 days after being requested to do so; or

(b) there is an emergency (in which event no notice is required) and the owner of the lot benefited has not complied with its obligations under clauses 9.2 ("Obligations of the owner of the lot benefited") and 9.3 ("Maintenance and repair")

(c) the owner of the lot burdened may carry out the relevant work and recover the costs from the owner of the lot benefited as a debt.

9.5 Suspension of rights

Despite clauses 9.1 ("Right to drain water") to 9.4 ("Failure to comply"), the rights granted under this easement may not be exercised until lot 7 in the Plan is burdened by

Doc.1

DP270334

an easement that extends this easement for the purpose of draining the water through to Childs Circuit.

10 Terms of restrictions on the use of land (L) numbered 9 in the Plan

The owner of the lot burdened must not construct any structures, carparking facilities or site facilities on or within the Easement Site unless it is permitted according to a consent granted by Council in connection with the Easement Site (or any part of the Easement Site).

Signature of Council's Authorised Officer

Doc.1

DP270334

Execution

Executed by
AUSTRALAND HOLDINGS LTD
ABN 12 008 443 696

EXECUTED by **AUSTRALAND HOLDINGS LIMITED** in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:

By its Attorney MATTHEW JAMES JOYCE
Under Power of Attorney Book 4282
No. 477 in the presence of:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

Execution by mortgagee

SIGNED by
as attorney for **COMMONWEALTH BANK OF AUSTRALIA** under power of attorney registered book 4185 no. 616 in the presence of:

.....
Signature of witness

PETER FOSSEY
Name of witness (block letters)

.....
By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

Execution by Council

PHIL JOHNSTON

REGISTERED 27.2.2003

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.....
Signature of Council's Authorised Officer

Doc. 2

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.

DP270334

Plan of Subdivision of Lot 5 D.P.270334 covered by Subdivision Certificate No. 1057

Full name and address of the owner of the land:

Australand Holdings Limited
Level 3, 1C Homebush Bay Drive,
RHODES NSW 2138

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Easement for Overhang & Support 0.6 wide (U)	Lot 18 Lot 19 Lot 21 Lot 22	Lot 19 Lot 20 Lot 22 Lot 23
2	Right of Carriageway Variable Width (R)	Lot 24	Lot 6 in DP270334
3	Easement to Drain Water 1.2 wide	Lot 19 Lot 20 Lot 21 Lot 22	Lots 18, 20, 21, 22 & 23 Lots 18, 19, 21, 22 & 23 Lots 22 & 23 Lot 23

Part 2 (Terms)

1. Terms of Easements for Overhang and Support 0.6 wide firstly and secondly referred to in abovementioned plan.

1.1 Right to overhang and enjoy support

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons to:

(a) maintain and enjoy the awning, supporting structures, façade, lights, services and other improvements situated on or over the lot burdened, having their footings or partial supports on or which are attached to the lot benefited ("Awning" which expression includes any variation or replacement from time to time):

WARRINGAH COUNCIL
Authorised Person

Doc.2

(i) to be supported vertically and horizontally by; and

(ii) to overhang, overshadow and encroach over,

the structure and soil of the lot burdened and any part of it by all pillars, beams, columns, slabs and walls standing for the time being in, on, above, or across the soil of the lot burdened or any part of it, and

(b) enter onto the lot burdened and also to remain there for the reasonable time necessary (with tools, plant, equipment, machinery, vehicles, scaffolding or other materials) for the purposes of installing, inspecting, cleaning, repairing, maintaining, augmenting, renewing, replacing or removing and making good that part of the Awning which is located on, supported by or overhangs or encroaches the lot burdened.

1.2 Obligations of the owner of the lot benefited

The owner of the lot benefited and persons interested in an estate or interest in possession from time to time of the lot or part of the lot benefited (and any person authorised by them) must, in exercising their rights under clause 1.1(b) ("Right to overhang and enjoy support"):

(a) ensure all work is done properly; and

(b) cause as little interference as possible to the owner and any occupier of the lot burdened; and

(c) cause as little damage as is practicable to the lot burdened and any improvement on it; and

(d) make good any collateral damage.

1.3 Maintenance and repair

For the purposes of section 88BA of the Act, the owner of the lot benefited must maintain and repair all pipes within the Easement Site at its own expense and in so doing must comply with the terms of clause 1.2 ("Obligations of the owner of the lot benefited").

1.4 Failure to comply

If:

(a) the owner of the lot benefited does not comply with its obligations under clause 1.3 ("Maintenance and repair") within 7 days after being requested to do so; or

WARRINGAH COUNCIL

Authorised Person

Doc.2.

DP270334

Part 2 (Terms)

(b) there is an emergency (in which event no notice is required) and the owner of the lot benefited has not complied with its obligations under clauses 1.2 ("Obligations of the owner of the lot benefited") and 1.3 ("Maintenance and repair")

the owner of the lot burdened may carry out the relevant work and recover the costs from the owner of the lot benefited as a debt.

1.5 Right to enter the lot burdened

Before the owner of the lot benefited or its Authorised Users may enter the lot burdened to exercise the rights granted by this easement, they must give reasonable notice to the owner of the lot burdened of its intention to do so.

~~The~~ Common Seal of
Australand Holdings Limited
was hereto affixed ~~this~~ day
of ~~by the authority~~
of the Board of Directors in the presence ~~of~~

Executed by
AUSTRALAND HOLDINGS LIMITED
ABN 12 008 443 696
By its Attorney, ERNEST PHILIP,
under Power of Attorney Book 4388
No. 481 in the presence of:

C/- LEVEL 3 / 1C HOMEBUSH BAY DR
RHODES

OF AUSTRALIA ACN 123 123 124 by
PHIL JOHNSTON
as duly appointed attorney appointed under Power of Attorney Book 4183 Number 816 dated 17 November 1997 who by executing this deed confirms that there has been no notice received of revocation of the Attorney in the presence of

Signature of Witness

OTILIA FERREIRA

~~The~~ General Manager/ Authorised Person
Warringah Council

(Sheet 3 of 3 Sheets)

REGISTERED KB 30.6.2003

DOC. 3

(Sheet 1 of 7 sheets)

DP270334

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

Lengths are in metres

Plan: Community plan of subdivision of Lot 6 in DP270334 covered by Subdivision Certificate No. 10554 .

Full name and address of the owner of the Land: Australand Holdings Limited
(ABN 12 008 443 696)
Level 3, 1C Homebush Bay Drive
Rhodes NSW 2138

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 to drain water 2.4 wide (A)	27	~~24~~; 25 and 26 CP/SP 70288
2	Easement to drain water 1 wide (B)	26 27	25 25 and 26
3	Easement to drain water variable width (C)	25 26 27	CP/SP ~~24~~ 70288 ~~24~~ and 25 & Ø Ø ~~24~~; 25 and 26
4	Right of carriageway variable width (D)	25 26	26 and 27 25 and 27
5	Easement for overhang & support 0.6 wide (E)	26 27	25 26

Ø - CP/SP 70288

WARRINGAH COUNCIL

Authorised Person

DP270334

Part 2 (Terms)

1 Interpretation

1.1 Dictionary

Words "Like This" are defined terms. Defined terms (in any form) mean:

Defined Term	Definition
Act	Conveyancing Act 1919
Authorised Users	Every person authorised by the owner of the lot benefited or owner of the lot burdened for the purposes of any easement created by this instrument (including, without limitation, the tenants, employees, agents, contractors and licensees of the lot benefited or the lot burdened).
Easement Site	the site of an easement, restrictions on the use of land or positive covenant as shown in the Plan.
Land	the land over which the Plan is registered.
Loss	includes a claim, liability, damage, cost or expense.
owner	(a) owner of a lot in the Plan; and (b) if a lot is subdivided by a neighbourhood plan: (i) the owner of a lot in that neighbourhood plan; and (ii) the neighbourhood association established on registration of that neighbourhood plan; and (c) if a lot is subdivided by a strata plan: (i) the owner of a lot in that strata plan; and (ii) the owners corporation established on registration of that strata plan.
Plan	the community plan of subdivision to which this instrument relates.

1.2 Notice to owner

If a notice to the owner of the lot burdened or the lot benefited (as applicable) is required to be given under this instrument, that notice must also be given to the occupier of the lot burdened or the lot benefited (as applicable). Notice required in the case of an emergency may be given verbally.

1.3 General

The easements in this instrument are covenants and agreements between:

WARRINGAH COUNCIL

.....

Authorised Person

(a) each owner of the lot benefited for itself, its successors and every person who is entitled to an estate or interest in possession of the lot benefited or any part of it with which the right is capable of enjoyment; and

(b) each owner of the lot burdened for itself, its successors and every person who is entitled to an estate or interest in possession of the lot burdened or any part of it with which the right is capable of enjoyment

with the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements.

2 Terms of easement to drain water 2.4 wide (A), 1 wide (B) and variable width (C) respectively numbered 1, 2 and 3 in the Plan

2.1 Right to drain water

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lot benefited with which the right is capable of enjoyment, and their Authorised Users to:

(a) drain water from any natural source through the lot burdened, but only within the Easement Site; and

(b) do anything reasonably necessary for that purpose, including:

(i) entering the lot burdened; and

(ii) taking anything onto the lot burdened; and

(iii) using the existing line of pipes within the Easement Site; and

(iv) carrying out work, such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.

2.2 Obligations of the owner of the lot benefited

In exercising the rights granted in this easement, the owner of the lot benefited and its Authorised Users must:

(a) ensure all work is done properly; and

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

(c) cause as little damage as is practicable to the lot burdened and any improvement on it; and

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

(e) make good any collateral damage.

2.3 Maintenance of the Easement Site

For the purposes of section 88BA of the Act, each owner of a lot benefited (and if more than one, each of them jointly) must maintain and repair all pipes within the

WARRINGAH COUNCIL

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Authorised Person

Easement Site and in so doing must comply with the terms of clause 2.2 ("Obligations of the owners of the lot benefited").

2.4 Costs to be shared equally

Each owner of a lot burdened and each owner of a lot benefited agrees to share the costs incurred in clause 2.3 ("Maintenance and repair") equally.

2.5 Failure to comply

If:

(a) an owner of a lot benefited does not comply with its obligations under clause 2.3 ("Maintenance and repair") within 7 days after being requested to do so; or

(b) there is an emergency (in which event no notice is required) and the owner of the lot benefited has not complied with its obligations under clause 2.2 ("Obligations of the owner of the lot benefited") and clause 3.3 ("Maintenance and repair")

the owner of the lot burdened may carry out the relevant work and recover the costs (calculated according to clause 2.4 ("Costs to be shared equally")) from each owner of a lot benefited as a debt.

3 Terms of right of carriage way variable width (D) numbered 4 in the Plan

3.1 Right granted

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lot benefited with which the right is capable of enjoyment, and their Authorised Users, to go, pass and repass across and over the Easement Site according to the terms of this easement.

3.2 Conditions

The rights granted under this easement:

(a) are subject to the rights of the owner of the lot burdened and other persons lawfully entitled to use the Easement Site from time to time to use or continue to use the Easement Site in any manner that is not inconsistent with the rights granted under this easement; and

(b) may be exercised on foot or by the use of vehicles; and

(c) may be exercised at any time.

3.3 No obstruction

Each owner of a lot benefited and each owner of a lot burdened (together with their respective Authorised Users) must not obstruct the Easement Site in any manner that will prevent or unreasonably restrict the exercise of any rights under this easement.

3.4 Maintenance

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Each owner of a lot benefited and each owner of a lot burdened agrees:

(a) jointly and individually to:

(i) properly maintain the Easement Site; and

(ii) keep the Easement Site in good condition and fit for use; and

(iii) carry out any repairs that become necessary; and

(iv) ensure that the Easement Site is in a safe condition at all times; and

(b) to contribute equally to the costs of maintenance and repair of the Easement Site.

4 Terms of easement for overhang and support 0.6 wide (E) numbered 5 in the Plan

4.1 Right to overhand and enjoy support

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lot benefited with which the right is capable of enjoyment, and their Authorised Users to:

(a) maintain and enjoy the awning, supporting structures, façade, lights, services and other improvements situated on or over the lot burdened, having their footings or partial supports on or which are attached to the lot benefited ("Awning" which expression includes any variation or replacement from time to time):

(i) to be supported vertically and horizontally by; and

(ii) to overhang, overshadow and encroach over,

the structure and soil of the lot burdened and any part of it by all pillars, beams, columns, slabs and walls standing for the time being in, on, above, or across the soil of the lot burdened or any part of it, and

(b) enter onto the lot burdened and also to remain there for the reasonable time necessary (with tools, plant, equipment, machinery, vehicles, scaffolding or other materials) for the purposes of installing, inspecting, cleaning, repairing, maintaining, augmenting, renewing, replacing or removing and making good that part of the Awning which is located on, supported by or overhangs or encroaches the lot burdened.

4.2 Obligations of the owner of the lot benefited

The owner of the lot benefited and persons interested in an estate or interest in possession from time to time of the lot or part of the lot benefited (and any person authorised by them) must, in exercising their rights under clause 4.1(b) ("Right to overhang and enjoy support"):

(a) ensure all work is done properly; and

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Authorised Person

(b) cause as little interference as possible to the owner and any occupier of the lot burdened; and

(c) cause as little damage as is practicable to the lot burdened and any improvement on it; and

(d) make good any collateral damage.

4.3 Maintenance and repair

For the purposes of section 88BA of the Act, the owner of the lot benefited must maintain and repair all pipes within the Easement Site at its own expense and in so doing must comply with the terms of clause 4.2 ("Obligations of the owner of the lot benefited").

4.4 Failure to comply

If:

(a) the owner of the lot benefited does not comply with its obligations under clause 4.3 ("Maintenance and repair") within 7 days after being requested to do so; or

(b) there is an emergency (in which event no notice is required) and the owner of the lot benefited has not complied with its obligations under clauses 4.2 ("Obligations of the owner of the lot benefited") and 4.3 ("Maintenance and repair").

the owner of the lot burdened may carry out the relevant work and recover the costs from the owner of the lot benefited as a debt.

4.5 Right to enter the lot burdened

Before the owner of the lot benefited or its Authorised Users may enter the lot burdened to exercise the rights granted by this easement, they must give reasonable notice to the owner of the lot burdened of its intention to do so.

WARRINGAH COUNCIL

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Authorised Person

DP270334

Execution

SIGNED by Ross Anthony Blancato as attorney for **AUSTRALAND HOLDINGS LIMITED (ABN 12 008 443 696)** under power of attorney registered book 4408 no. 705 in the presence of:

.....
Signature of witness

MICHELLE MORGAN
.....
Name of witness (block letters)

.....

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

Execution by mortgagee

SIGNED by
as attorney for
COMMONWEALTH BANK OF AUSTRALIA under power of attorney registered book
no. in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

Signed for and on behalf of
COMMONWEALTH BANK
OF AUSTRALIA ACN 123 123 124 by

GREG DAVIS
as duly appointed attorney pursuant to
Power of Attorney Book 4167 Number 618
dated 17 November 1997 who declares
this deed confirms that he has not
notice received of revocation of the Attorney
in the presence of

.....
Signature of Witness

OTILIA FERREIRA
.....
Name of Witness

.....

WARRINGAH COUNCIL

.....
Authorised Person

6863127

REGISTERED 16-04-2004

(DOC.4)

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

DOCUMENT 4

DP270334

Plan of Subdivision of Lot 3 DP270334.

Full name and address of the owner of the land:

Australand Holdings Limited
Level 3, 1C Homebush Bay Drive,
RHODES NSW 2138

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriageway variable width (X)	Lot 31	Warringah Council
2	Easement to Drain Water 2 metre wide & variable width (Y)	Lot 30 Lot 31	Lot 29 Lot 28, 29 & 30 & Lot 1 in DP285768
3	Right of Carriageway variable width (P)	Lot 31	EnergyAustralia
4	Easement for Electricity Purposes variable width (T)	Lot 31	EnergyAustralia
5	Positive Covenant (C)	Lot 31	EnergyAustralia
6	Easement for Electricity Purposes 1 wide (E)	Lot 30	Lot 29

Part 2 (Terms)

1. **Terms of Right of Carriageway variable width (P) thirdly referred to in abovementioned plan.**

A Right of Carriageway in the terms set out in Part 1 of Schedule 4A of the Conveyancing Act 1919 (as amended) is created in respect of that part of the lot burdened and marked "P" in the plan together with the right to park vehicles on the subject Right of Way.

Name of authority empowered to release, vary or modify restriction or positive covenant numbered 1 in the plan is EnergyAustralia.

WARRINGAH COUNCIL

Authorised Person

(DOC.4)

DP270334

Part 2 (Terms)

2. **Terms of Easement for Electricity Purposes variable width (T) fourthly referred to in abovementioned plan.**

2.1 Full right leave liberty and licence for EnergyAustralia its agents servants and workmen to lay down erect construct and place repair renew inspect maintain and remove underground electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto under that part of the lot burdened marked "T" on the plan (herein referred to as the "said land") AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining under the said land and the said electric mains when constructed.

2.2 TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the said land or any part thereof.

2.3 AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.

2.4 PROVIDED THAT except where EnergyAustralia its agents servants and workmen in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the said land EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.

2.5 AND the Registered Proprietors of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said cables and other apparatus or interfere with the free flow of electric current under the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.

2.6 AND EnergyAustralia hereby covenants with the Registered Proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or person employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the Registered Proprietor or to any person or persons in consequence of any breach or non-observances of this covenant.

2.7 AND FURTHER the Registered Proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.

Name of authority empowered to release, vary or modify restriction or positive covenant numbered 2 in the plan is EnergyAustralia.

WARRINGAH COUNCIL

.....
Authorised Person

(Doc.4)

DP270334

Part 2 (Terms)

3. Terms of Positive Covenant (C) fifthly referred to in abovementioned plan.

3.1 **Definitions**

In this positive covenant, unless the context requires a different meaning:

(a) **Common Property** means the common property in the Strata Scheme;

(b) **lamp** means those items of the Common Property comprising the street lamps and includes the standard for the lamp, the bracket, the reflector, the electric light bulbs, the fittings and all other appurtenances and fittings necessary so as to make the lamp complete and when electricity is turned on, light giving;

(c) **Owners Corporation** means the owners corporation for the Strata Scheme;

(d) **person** shall include public or corporate bodies as well as individuals;

(e) **prescribed land** means the Common Property roads and footpaths for the Strata Scheme;

(f) **Strata Scheme** means the strata scheme to be created on registration of a strata plan over the Lot Burdened; and

(g) **Works** means those items belonging to EnergyAustralia in connection with the supply of electricity in the Strata Scheme including the meters and the service lines for the supply of high voltage electricity, but do not include the lamps or the service lines for low voltage electricity which are the property and responsibility of the Owners Corporation.

3.2 **Operation of this positive covenant**

The rights and obligations in this positive covenant will be suspended until the Strata Scheme over the Lot Burdened is created.

3.3 **Obligations and rights of EnergyAustralia**

EnergyAustralia is not:

(a) liable to the Owners Corporation or to any other person or persons whomsoever for any costs, damages, claims, demands or expenses arising out of or connected in any way with the failure or otherwise of any lamp at any time whatsoever except where such failure was due to the act, default, omission or negligence of EnergyAustralia or any of its employees, agents or contractors; or

(b) responsible in any way for the supply, maintenance, repair and replacement of the lamps.

WARRINGAH COUNCIL

Authorised Person

(Doc.4)

DP270334

Part 2 (Terms)

3.4 **Obligations and rights of the Owners Corporation**

The Owners Corporation:

(a) must pay to EnergyAustralia for electricity supplied to light the lamps in accordance with the rates, charges or allowances charged by EnergyAustralia from time to time; and

(b) must display on Common Property a sign or signs indicating:

(i) the Owners Corporation is responsible for the repair and maintenance of the lamps; and

(ii) the Owners Corporation and not EnergyAustralia must be contacted for repair and maintenance work in connection with the lamps.

3.5 **Obligations after obtaining consent**

After obtaining the consent of all relevant Authorities, the Owners Corporation may at its own cost alter the position of, or remove, any lamp.

3.6 **Development**

If the Owners Corporation wishes to carry out any development on the prescribed land or alter any levels of the prescribed land which involves of or interference with the Works causing expense to EnergyAustralia, before commencing any such development or alterations the Owners Corporation must:

(a) give EnergyAustralia at least 2 working days notice of its intention; and

(b) reimburse EnergyAustralia any reasonable expense it may be put to in connection with that development or alterations including making good any damage to the then existing Works of EnergyAustralia caused or contributed to by such development or alteration.

3.7 **Right of entry**

The Owners Corporation must at all times permit EnergyAustralia, its servants and agents to enter the prescribed land to erect, maintain, repair or renew any Works and for purposes reasonably incidental to repairing and maintaining the Works.

3.8 **Cutting and trimming**

The Owners Corporation must at all times permit EnergyAustralia to cut and trim tree branches and other growths and foliage which now or at any time in the future may overhang or grow on the prescribed land and which in the opinion of EnergyAustralia is affecting or may affect the proper operation of the Works. The Owners Corporation agrees with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may damage the Works and that if there is any such damage or interference the Owners Corporation will immediately pay the costs to EnergyAustralia of properly and completely repairing and making good all such damage.

WARRINGAH COUNCIL

Authorised Person

(DOC.4)

DP270334

Part 2 (Terms)

3.9 **No responsibility**

The Owners Corporation shall not hold EnergyAustralia responsible for any damage caused to any property of the Owners Corporation where such damage arises solely from the authorised operation and maintenance activities of EnergyAustralia.

3.10 **Miscellaneous**

It is acknowledged as follows:

(a) the lamps are the property of the Owners Corporation; and

(b) the Owners Corporation is responsible for the supply, maintenance, repair and replacement of the lamps; and

(c) this positive covenant in no way derogates or reduces the rights, powers and authorities of EnergyAustralia at law or otherwise.

4. Name of authority whose consent is required to release, vary or modify restriction, terms of easement or positive covenant thirdly, fourthly and fifthly referred to in abovementioned plan.

EnergyAustralia.

SIGNED, SEALED AND DELIVERED by NIGEL ROBERT FRANCIS EDGAR as attorney for **AUSTRALAND HOLDINGS LIMITED (ABN 12 008 443 696)** under power of attorney registered book 4408 no. 705 in the presence of:

.....
Signature of witness

MICHELLE MORGAN
.....
Name of witness (block letters)

.....
By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

WARRINGAH COUNCIL

Authorised Person

(DOC.4)

Execution by mortgagee

DP270334

SIGNED, SEALED AND DELIVERED for and on behalf of EnergyAustralia by GRANT KENNETH GREENSMITH Its duly constituted Attorney pursuant to Power of Attorney registered Book 4368 No. 61 in the presence of:

.....

.....
Signature of witness

...WARWICK WEEKLEY...
Name of witness (block letters)

REGISTERED 4.11.2004

Execution by Warringah Council

(Sheet 6 of 7 Sheets)

WARRINGAH COUNCIL

.....
Authorised Person

(Doc.4)

Pursuant to section 35(2) of the Community Land Development Act 1989, Neighbourhood Association DP No. 285768 accepts the easement to drain water 2 metre wide and variable width (Y) numbered 2 in the plan accompanying this instrument (which is numbered 2 in Part 1 of this instrument) benefiting its neighbourhood property.

THE COMMON SEAL of)
NEIGHBOURHOOD ASSOCIATION)
DP NO. 285768 is affixed on the)
14th day of OCTOBER. 2004)
in the presence of MARGARET O'CONNOR)
)
for and on behalf of **O'CONNORS**)
STRATA & PROPERTY SPECIALISTS)
PTY LTD (ABN 24 002 854 739) being the)
person authorised by section 8 of the)
Community Land Management Act 1989 to)
attest the affixing of the seal:)
)
)
)
.....)
Signature of MARGARET O'CONNOR

DP270334

NEIGHBOURHOOD PLAN No. 285768 The Common Seal of

(DOC. 5)

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.

DP270334

Plan of Subdivision of Lot 7 DP270334 covered by Subdivision Certificate No. 10602
DATED 21-4-2005

Full name and address of the owner of the land:

Australand Holdings Limited
(ABN 12 008 443 696)
Level 3, 1C Homebush Bay Drive
RHODES NSW 2138

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Easement for Overhang & Support 0.8 wide & 0.68 wide (U)	Lot 33	Lot 32
2	Easement for Overhang & Support 0.8 wide (V)	Lot 35 Lot 37	Lot 34 Lot 36
3	Easement to Drain Water variable width over whole lot (G)	Lot 32 Lot 33 Lot 34 Lot 35 Lot 36 Lot 37	Lot 33 Lot 32 Lot 35 Lot 34 Lot 37 Lot 36
4	Easement for Television Signal Reception Services over Existing Line of Receiving Equipment over whole lot (A)	Lot 33 Lot 35 Lot 37	Lot 32 Lot 34 Lot 36

WARRINGAH COUNCIL
.....
Authorised Person

(DOC. 5)

Part 2 (Terms) DP270334

1. **Terms of Easements for Overhang and Support 0.8 wide & 0.68 wide (U) and 0.8 wide (V) firstly and secondly referred to in abovementioned plan.**

1.1 **Right to overhang and enjoy support**

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons to:

(a) maintain and enjoy the awning, eave and gutter, supporting structures, façade, lights, services and other improvements situated on or over the lot burdened, having their footings or partial supports on or which are attached to the lot benefited ("Awning" which expression includes any variation or replacement from time to time):

(i) to be supported vertically and horizontally by; and

(ii) to overhang, overshadow and encroach over,

the structure and soil of the lot burdened and any part of it by all pillars, beams, columns, slabs and walls standing for the time being in, on, above, or across the soil of the lot burdened or any part of it, and

(b) enter onto the lot burdened and also to remain there for the reasonable time necessary (with tools, plant, equipment, machinery, vehicles, scaffolding or other materials) for the purposes of installing, inspecting, cleaning, repairing, maintaining, augmenting, renewing, replacing or removing and making good that part of the Awning which is located on, supported by or overhangs or encroaches the lot burdened.

1.2 **Obligations of the owner of the lot benefited**

The owner of the lot benefited and persons interested in an estate or interest in possession from time to time of the lot or part of the lot benefited (and any person authorised by them) must, in exercising their rights under clause 1.1(b) ("Right to overhang and enjoy support"):

(a) ensure all work is done properly; and

(b) cause as little interference as possible to the owner and any occupier of the lot burdened; and

(c) cause as little damage as is practicable to the lot burdened and any improvement on it; and

(d) make good any collateral damage.

WARRINGAH COUNCIL

Authorised Person

(Doc. 5)

DP270334

1.3 **Maintenance and repair**

For the purposes of section 88BA of the Act, the owner of the lot benefited must maintain and repair all pipes within the Easement Site at its own expense and in so doing must comply with the terms of clause 1.2 ("Obligations of the owner of the lot benefited").

1.4 **Failure to comply**

If:

(a) the owner of the lot benefited does not comply with its obligations under clause 1.3 ("Maintenance and repair") within 7 days after being requested to do so; or

(b) there is an emergency (in which event no notice is required) and the owner of the lot benefited has not complied with its obligations under clauses 1.2 ("Obligations of the owner of the lot benefited") and 1.3 ("Maintenance and repair")

the owner of the lot burdened may carry out the relevant work and recover the costs from the owner of the lot benefited as a debt.

1.5 **Right to enter the lot burdened**

Before the owner of the lot benefited or its Authorised Users may enter the lot burdened to exercise the rights granted by this easement, they must give reasonable notice to the owner of the lot burdened of its intention to do so.

2. **Terms of Easement to Drain Water variable width over whole lot (G) thirdly referred to in abovementioned plan.**

Full and free right for every person who is at any time entitled to an estate or interest in possession in the lot benefited (or any part of the lot benefited with which the right is capable of enjoyment), and every person authorised by them, from time to time and at all times to:-

(a) drain rainwater and stormwater in any quantities across and through those parts of the lot burdened that comprise the existing:-
(i) gutters; and
(ii) downpipes; and
(iii) underground pipes
used for the drainage of rainwater and stormwater ("Lines of Pipes"); and

(b) use the Lines of Pipes (or any part of the Lines of Pipes) for the purpose of draining the rainwater and stormwater; and

(c) enter the lot burdened and remain there for a reasonable time for the purpose of cleansing, repairing, maintaining or renewing the Lines of Pipes (or any part of the Lines of Pipes) at its own cost; and

WARRINGAH COUNCIL

Authorised Person

(DOC. 5)

(d) open the soil of the lot burdened to such extent as may be reasonably necessary to exercise its rights in paragraph (c) but only if:

(i) all reasonable precautions are taken to ensure as little disturbance as possible to the surface of the lot burdened; and

(ii) as far as is reasonably practicable, the surface of the lot burdened is restored to its original condition.

3. Terms of Easement for Television Signal Reception Services over Existing Line of Receiving Equipment over whole lot (A) fourthly referred to in the abovementioned plan

3.1 Right to receive reception services

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lot benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons:

(a) to receive from the lot burdened uninterrupted reception of free to air and pay television across and through the lot benefited from any existing television signal reception service located within the lot burdened (including without limitation backbone, lateral and incidental cabling, wires, an electricity meter box, conduits, pipes, ducts, integration systems, a satellite dish (on the roof of the dwelling on the lot burdened) and an antenna (on the roof of the dwelling on the lot burdened) (collectively referred to as "**Receiving Equipment**"); and

(b) to connect and remain connected (to the extent required) to the Receiving Equipment within the lot burdened; and

(c) to enter the lot burdened on reasonable notice (except in an emergency where no notice is required) with or without equipment to inspect, test, clean, maintain, service, repair and, where necessary, replace the Receiving Equipment (acting reasonably at all times).

3.2 Maintenance and repair

Subject to clause 3.3 ("Costs arrangement") and for the purposes of section 88BA of the Conveyancing Act 1919, the registered proprietor of the lot burdened must maintain and repair the Receiving Equipment.

WARRINGAH COUNCIL

Authorised Person

(Doc. 5)

DP270334

3.3 Costs arrangement

For the purposes of clause 3.2 ("Maintenance and repair"), the registered proprietors of the lot burdened and the lot benefited agree to share equally the costs of any maintenance and repair required to be carried out. The registered proprietor of the lot burdened must give sufficient information about the costs it has incurred. However, if the maintenance or repair arises from the negligence of one of the registered proprietors (or a person interested in an estate or interest in possession from time to time of the lot or part of the lot owned by that registered proprietor) or any person authorised by them, the costs of such maintenance or repair must be borne by that registered proprietor (or the person interested in an estate or interest in possession from time to time of the lot owned by that registered proprietor, as the case may be).

3.4 Rights to carry out maintenance

If the registered proprietor of the lot benefited is required to carry out maintenance and repairs to the Receiving Equipment as a result of the negligence of the registered proprietor of the lot burdened (or a person interested in an estate or interest in possession from time to time of the lot or part of the lot burdened) or any person authorised by them, then the registered proprietor of the lot burdened (or the person interested in an estate or interest in possession from time to time of the lot burdened, as the case may be) must pay its reasonable costs for carrying out the maintenance and repairs. The registered proprietor of the lot benefited must give sufficient information about the costs it has incurred.

3.5 Obligations when carrying out works

The registered proprietor and persons interested in an estate or interest in possession from time to time of the lot or part of the lot benefited (and any person authorised by them) must, in carrying out any works that may be required under this easement:

(a) ensure all work is done properly; and

(b) cause as little interference as possible to the registered proprietor and any occupier of the lot burdened; and

(c) cause as little damage as is practicable to the lot burdened and any improvement on it; and

(d) make good any collateral damage.

3.6 Giving notice

Before the registered proprietor of the lot benefited (or any person authorised by them) may enter the lot burdened to exercise the rights granted by this easement, it must give reasonable notice (ie not less than 24 hours) to the registered proprietor of the lot burdened of its intention to do so (unless it is an emergency, in which case no notice is required).

WARRINGAH COUNCIL

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Authorised Person

(Doc. 5)

DP270334

3.7 Acknowledgement

The registered proprietors of the lot burdened and the lot benefited each acknowledge that:

(a) the Receiving Equipment (except that part that comprises the satellite dish installed on the lot burdened if any ("**Satellite Dish**") is and remains the property of the registered proprietor of the lot burdened; and

(b) the Satellite Dish is and remains the property of the service provider who installed or procured the installation of the Satellite Dish.

3.8 **Costs for consumption of electricity**

If:

(a) a lot burdened has an electricity booster meter box for the distribution of electricity to the lot burdened; and

(b) the registered proprietor of that lot burdened (or the person interested in an estate or interest in possession from time to time of the lot burdened, as the case may be) incurs a cost for the distribution of that electricity for the proper operation of the Receiving Equipment,

the registered proprietor of the lot benefited agrees to reimburse them for 50% of the cost of the electricity consumed for that purpose. The registered proprietor of the lot burdened must give sufficient information about the costs it has incurred.

WARRINGAH COUNCIL

.....
Authorised Person

(DOC. 5)

DP270334

SIGNED, SEALED AND DELIVERED by NIGEL ROBERT FAULDS EDGAR as attorney for **AUSTRALAND HOLDINGS LIMITED (ABN 12 008 443 696)** under power of attorney registered book 4408 no. 705 in the presence of:

.....
Signature of witness

MICHELLE MORGAN
Name of witness (block letters)

.....
By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

WARRINGAH COUNCIL

.....
Authorised Person

.....
The General Manager/Authorised Person
Warringah Council

REGISTERED 5-5-2005

WARRINGAH COUNCIL

.....
Authorised Person

DOC. 6

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.

DP270334

Plan of Subdivision of Lots 8, 9 and 10 in DP270334 covered by Subdivision Certificate No. 10620 dated 8·11·2005

Full name and address of the owner of the land:

Australand Holdings Limited
Level 3, 1C Homebush Bay Drive
RHODES NSW 2138

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1	Easement for Overhang and Support 0.8 wide (E3)	Lot 41 Lot 42 Lot 44 Lot 45 Lot 47 Lot 48 Lot 49 Lot 50 Lot 51 Lot 52 Lot 53	Lot 42 Lot 41 Lot 45 Lot 44 Lot 46 Lot 49 Lot 48 Lot 51 Lot 50 Lot 53 Lot 52
2	Easement to Drain Water variable width over whole lot (E4)	Lot 41 Lot 42 Lot 44 Lot 45 Lot 46 Lot 47 Lot 48 Lot 49 Lot 50 Lot 51 Lot 52 Lot 53	Lot 42 Lot 41 Lot 45 Lot 44 Lot 47 Lot 46 Lot 49 Lot 48 Lot 51 Lot 50 Lot 53 Lot 52

WARRINGAH COUNCIL
.....
Authorised Person

DOC.6

3	Easement for Services 2 wide (E5)	Lot 44	Lot 43
4	Easement for Services variable width (E6)	Lot 52	Lot 53
5	Easement for Support 0.2 wide (E7)	Lot 44 Lot 45	Lot 45 Lot 44

Part 2 (Terms) DP270334

1 Terms of Easements for Overhang and Support 0.8 wide (E3) firstly referred to in the abovementioned plan.

1.1 Right to overhang and enjoy support

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons to:

(a) maintain and enjoy the awning, eave and gutter, supporting structures, façade, lights, services and other improvements situated on or over the lot burdened, having their footings or partial supports on or which are attached to the lot benefited ("**Awning**" which expression includes any variation or replacement from time to time):

(i) to be supported vertically and horizontally by; and

(ii) to overhang, overshadow and encroach over,

the structure and soil of the lot burdened and any part of it by all pillars, beams, columns, slabs and walls standing for the time being in, on, above, or across the soil of the lot burdened or any part of it, and

(b) enter onto the lot burdened and also to remain there for the reasonable time necessary (with tools, plant, equipment, machinery, vehicles, scaffolding or other materials) for the purposes of installing, inspecting, cleaning, repairing, maintaining, augmenting, renewing, replacing or removing and making good that part of the Awning which is located on, supported by or overhangs or encroaches the lot burdened.

WARRINGAH COUNCIL
.....
Authorised Person

1.2 Obligations of the owner of the lot benefited

The owner of the lot benefited and persons interested in an estate or interest in possession from time to time of the lot or part of the lot benefited (and any person authorised by them) must, in exercising their rights under clause 1.1(b) ("Right to overhang and enjoy support"):

(a) ensure all work is done properly; and

(b) cause as little interference as possible to the owner and any occupier of the lot burdened; and

(c) cause as little damage as is practicable to the lot burdened and any improvement on it; and

(d) make good any collateral damage.

1.3 Maintenance and repair

For the purposes of section 88BA of the *Conveyancing Act 1919 (NSW)*, the owner of the lot benefited must maintain and repair the Awning at its own expense and in so doing must comply with the terms of clause 1.2 ("Obligations of the owner of the lot benefited").

1.4 Failure to comply

If:

(a) the owner of the lot benefited does not comply with its obligations under clause 1.3 ("Maintenance and repair") within 7 days after being requested to do so; or

(b) there is an emergency (in which event no notice is required) and the owner of the lot benefited has not complied with its obligations under clauses 1.2 ("Obligations of the owner of the lot benefited") and 2.3 ("Maintenance and repair")

the owner of the lot burdened may carry out the relevant work and recover the costs from the owner of the lot benefited as a debt.

WARRINGAH COUNCIL

.....
Authorised Person

Plan of Subdivision of Lots 8, 9 and 10 in DP270334 covered by Subdivision Certificate No. 10620 dated 8/11/2005

DP270334

DOC. 6

1.5 **Right to enter the lot burdened**

Before the owner of the lot benefited may enter the lot burdened to exercise the rights granted by this easement, they must give reasonable notice to the owner of the lot burdened of its intention to do so.

2 **Terms of Easement to Drain Water variable width over whole lot (E4) secondly referred to in the abovementioned plan.**

Full and free right for every person who is at any time entitled to an estate or interest in possession in the lot benefited (or any part of the lot benefited with which the right is capable of enjoyment), and every person authorised by them, from time to time and at all times to:-

(a) drain rainwater and stormwater in any quantities across and through those parts of the lot burdened that comprise the existing:-

(i) gutters; and

(ii) downpipes; and

(iii) underground pipes

used for the drainage of rainwater and stormwater ("**Lines of Pipes**"); and

(b) use the Lines of Pipes (or any part of the Lines of Pipes) for the purpose of draining the rainwater and stormwater; and

(c) enter the lot burdened and remain there for a reasonable time for the purpose of cleansing, repairing, maintaining or renewing the Lines of Pipes (or any part of the Lines of Pipes) at its own cost; and

(d) open the soil of the lot burdened to such extent as may be reasonably necessary to exercise its rights in paragraph (c) but only if:

(i) all reasonable precautions are taken to ensure as little disturbance as possible to the surface of the lot burdened; and

(ii) as far as is reasonably practicable, the surface of the lot burdened is restored to its original condition.

WARRINGAH COUNCIL

.....
Authorised Person

Plan of Subdivision of Lots 8, 9 and 10 in DP270334 covered by Subdivision Certificate No. 10620 dated 8/11/2005

DP270334

DOC. 6

3 **Terms of Easements for Support 0.2 wide (E7) ~~seventhly~~ fifthly referred to in the abovementioned plan.**

3.1 Right to enjoy support

Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lot benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons to have the footings, wall, building, structures, appurtenances and any other improvements erected or to be erected on the lot benefited (including the soil of the lot benefited) ("**Benefited Support Structures**") supported and upheld (vertically and horizontally) by the footings, wall, building, structures, appurtenances and any other improvements erected or to be erected on that part of the lot burdened shown on the plan as "E7" (including the soil of that part of the lot burdened) ("**Burdened Support Structures**"), but only to the extent that the Benefited Support Structures derive support from the Burdened Support Structures.

3.2 Maintenance and repair

For the purposes of section 88BA of the *Conveyancing Act 1919 (NSW)*, the owner of the lot benefited must maintain and repair the Benefited Support Structures.

3.3 Failure to comply

If:

(a) the owner of the lot benefited does not comply with its obligations under clause 3.2 ("Maintenance and repair") within 7 days after being requested to do so; or

(b) there is an emergency (in which event no notice is required) and the owner of the lot benefited has not complied with its obligations under clause 3.2 ("Maintenance and repair"),

the owner of the lot burdened may carry out the relevant work and recover the costs from the owner of the lot benefited as a debt. In carrying out the work, the owner of the lot burdened must:

(a) unless it is an emergency, give reasonable notice to the owner of the lot benefited of its intention to carry out work; and

WARRINGAH COUNCIL

.....
Authorised Person

Plan of Subdivision of Lots 8, 9 and 10 in DP270334 covered by Subdivision Certificate No. 10620 dated 8/11/2005

DP270334

DOC 6

(b) ensure all work is done properly; and

(c) cause as little interference as possible to the owner and any occupier of the lot benefited; and

(d) cause as little damage as is practicable to the lot benefited and any improvement on it; and

(e) make good any collateral damage.

SIGNED, SEALED AND DELIVERED by NIGEL ROBERT FALLOS EDGAR as attorney for **AUSTRALAND HOLDINGS LIMITED (ABN 12 008 443 696)** under power of attorney registered book 4408 no. 705 in the presence of:

.....
Signature of witness

FELICITY SOMMERVILLE
Name of witness (block letters)

.....
By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

REGISTERED 28.11.2005

WARRINGAH COUNCIL
.....
Authorised Person

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

NAME OF DEVELOPMENT, IF ANY
PARAMOUNT WEST

ADDRESS FOR SERVICE OF NOTICE
NEIGHBOURHOOD ASSOCIATION D.P.285881
C/- O'CONNOR STRATA & PROPERTY SPECIALISTS
P.O. BOX 3724 PARRAMATTA, 2124.

NEIGHBOURHOOD PLAN
D.P.285881
SHEET 1 OF 6 SHEETS

For reference to additional sheets, see schedule below

Registered 14.02.2005

This sheet is being continually updated to show the current subdivision of the scheme. For details of such changes and additional and replacement sheets added see schedule below

Council's Approval No. 10527
Date 9.12.2004
Council Clerk's Signature
Authorised Person

Surveyor's Signature
Date 15th November, 2004

SCHEDULE OF CHANGES TO THE SCHEME.

LOT No.	DETAILS	SHEET No.

Reduction Ratio 1:1000



LOCATION DIAGRAM ONLY
REDUCTION RATIO 1:1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 12332-DC

Req:R159042 /Doc:DP 0285881 P /Rev:15-Feb-2005 /Sts:SC.OK /Prt:05-Dec-2011 15:20 /Pgs:ALL /Seq:1 of 6
Req:R159042 /Doc:DP 0285881 /Rev:15-Feb-2005 /Sts:SC.OK /Prt:05-Dec-2011 15:20 /Pgs:ALL /Seq:1 of 6

PLANFORM 2

Plan Drawing only to appear in this space.

*OFFICE USE ONLY

D.P.285881

Registered: 14-02-2005

C.A.: SEE CERTIFICATE

TORRENS

Purpose: SUBDIVISION

Ref. Map: 9160-1

Last Plan: DP 270334

PLAN OF SUBDIVISION OF LOT 15 IN D.P.270334.

Lengths are in metres. Reduction Ratio 1: 500

L.G.A.: WARRINGAH

SUBURB: BELROSE

PARISH: MANLY COVE

COUNTY: CUMBERLAND

This is sheet 2 of my plan in 6 sheets
(Delete if inapplicable)

Survey Certificate

Surveying Regulation 2001

I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. PO BOX 3300, NORTH SYDNEY NSW 2059 being a registered surveyor under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, and has been made in accordance with the Surveying Regulation, 2001 and was completed on 6th December, 2004.

The survey relates to Lots 1 to 15

Insert the letter identifying permanent marks shown in the plan (eg SSM 1234, Trig 5678 etc)

(Signature): [signature] Dated 10th November, 2004

Land Surveyor registered under the Surveying Act, 2002

Orientation adopted for SURVEY: True Bearing

Plans used in preparation of survey.

D.P.270334.

PANEL FOR USE ONLY for subdivisions of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1961 AS AMENDED IT IS INTENDED TO CREATE:-

1. EASEMENT FOR ACCESS & MAINTENANCE 1 WIDE (H)
2. EASEMENT FOR OVERHANG AND SUPPORT 0.6 WIDE (K)
3. EASEMENT FOR OVERHANG AND SUPPORT 0.6 WIDE (O)
4. EASEMENT FOR OVERHANG AND SUPPORT 2.4 WIDE (O)
5. EASEMENT TO DRAIN WATER VARIABLE WIDTH OVER WHOLE LOT (G)
6. EASEMENT TO DRAIN WATER VARIABLE WIDTH OVER WHOLE LOT (H)
7. EASEMENT FOR ELECTRICITY PURPOSES 6, 5, 4.5 WIDE AND VARIABLE (T)
8. EASEMENT FOR TELECOMMUNICATIONS CABLES 6, 5, 4.5 WIDE & VARIABLE (S)
9. RIGHT OF CARRIAGEWAY 6, 5, 4.5 WIDE AND VARIABLE (R)
10. RESTRICTIONS ON THE USE OF LAND (E)
11. RESTRICTIONS ON THE USE OF LAND (F)(G)
12. POSITIVE COVENANT (N)
13. EASEMENT FOR TELEVISION SIGNAL RECEPTION SERVICES OVER EXISTING LINE OF RELEVANT EQUIPMENT (A) OVER SINGLE LOT

SURVEYING REGULATION 2001 CLAUSE 32(2):

M.G.A. CO-ORDINATES

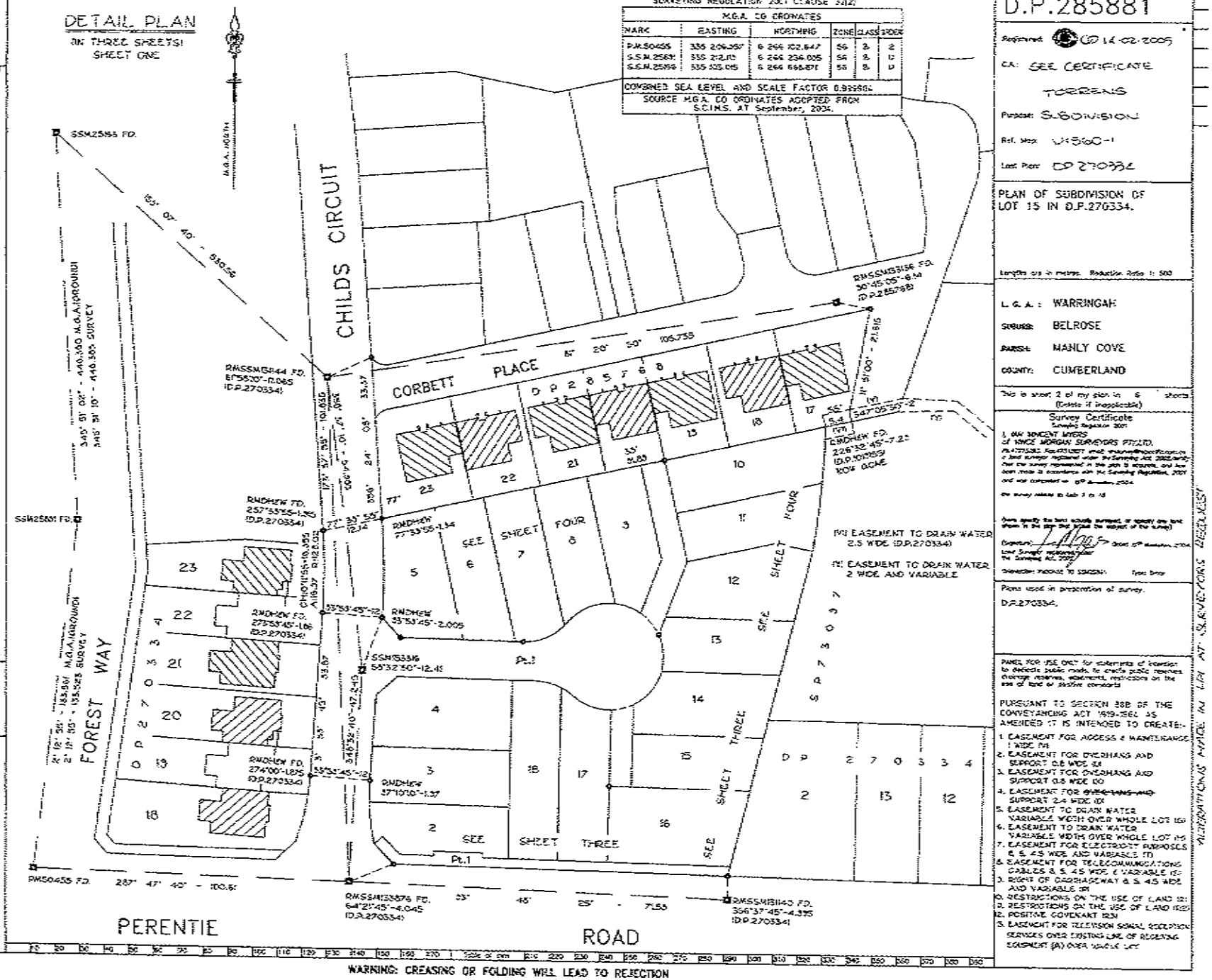
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
PM 50455	335 209.357	6 266 102.647	56	B	2
S.S.M. 25611	335 212.113	6 266 236.005	56	B	2
S.S.M. 25959	335 105.015	6 266 666.871	56	B	2

COMBINED SEA LEVEL AND SCALE FACTOR 0.999961

SOURCE M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AT September, 2004.

DETAIL PLAN

ON THREE SHEETS!
SHEET ONE



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Crown Land Office Approval

PLAN APPROVED .....
Authorised Officer

Land District .....
Paper No. .....
Field Book ..... pages .....

Subdivision Certificate

I certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been complied in relation to the proposed SUBDIVISION ... set out herein

Council Authorised Officer Accredited Certifier

Consent authority: WARRINGAH COUNCIL

Date of endorsement: 9.12.2004

Accreditation No. .....

Subdivision Certificate No. 10537

File No. S.2. 9359

Strike out the plan is not to be lodged electronically in the Land Titles Office or would include a statement in an electronic or digital format approved by the Registrar General.

* Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 12339-SCP

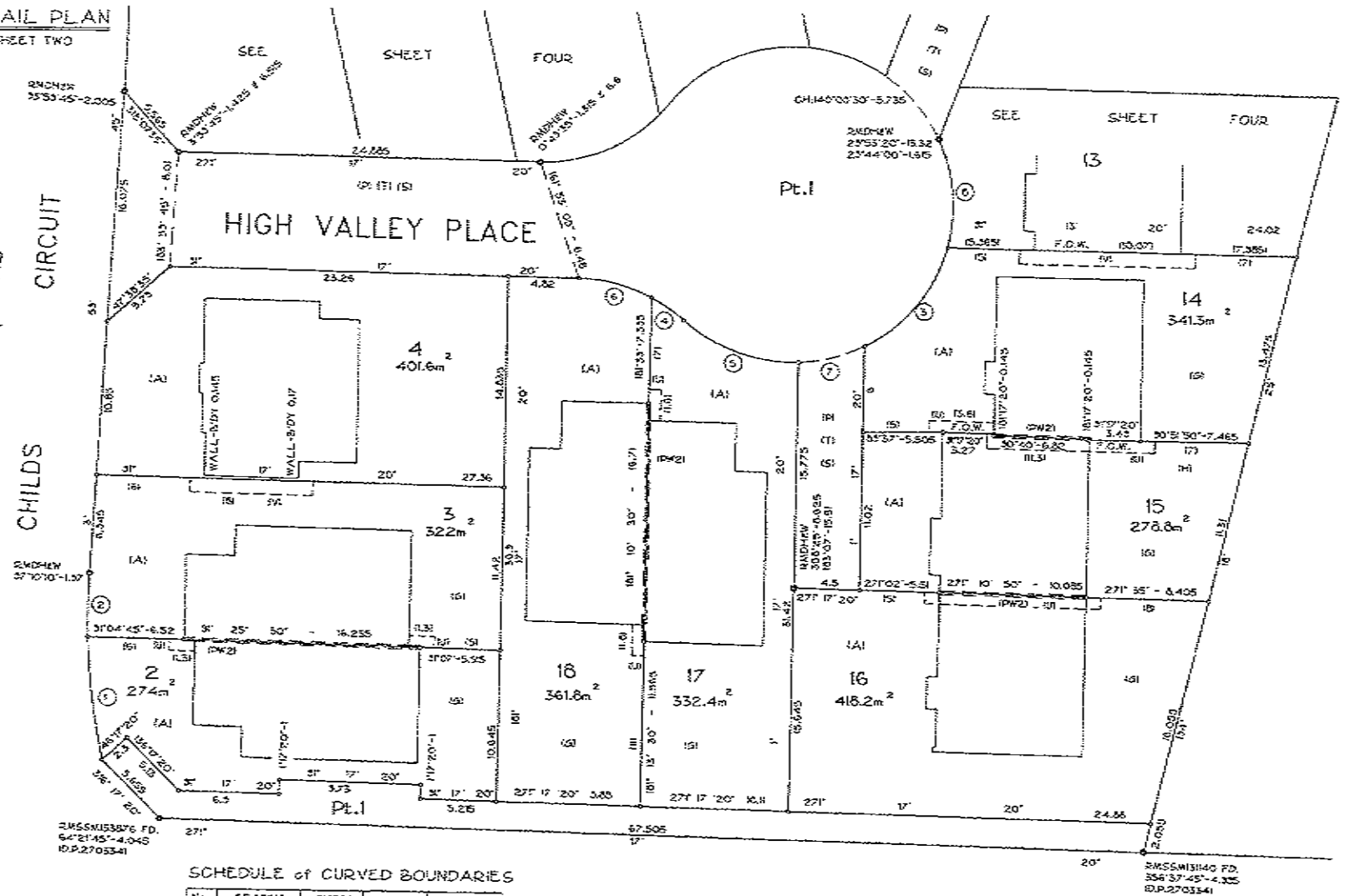
Reg:R159042 /Doc:DP 0285881 P /Rev:15-Feb-2005 /Sts:SC.OK /Prt:05-Dec-2011 15:39 /Pgs:ALL /Seq:2 of 6
Ref:111091 /Src:M

ALTERATIONS AND ERASURES REQUIRE THE INITIALS OF A LAND TITLES OFFICER

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

DETAIL PLAN

SHEET TWO



SCHEDULE of CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	353°25'35"	6.725	8.74	48
2	179°10"	4.485	4.485	48
3	35°22'6"	3.02	3.235	11
4	125°41'30"	2.69	2.695	11
5	110°23'25"	8.35	8.565	11
6	104°58'35"	5.205	5.255	11
7	255°49'35"	4.67	4.705	11
8	359°11'45"	7.515	7.67	11

(W) EASEMENT TO DRAIN WATER VARIABLE WIDTH (OVER WHOLE LOT)
(W) EASEMENT TO DRAIN WATER VARIABLE WIDTH (OVER WHOLE LOT)
(A) EASEMENT FOR TELEVISION SIGNAL RECEPTION SERVICES OVER EXISTING LINE OF RECEIVING EQUIPMENT (WHOLE OF LOT)
F.O.W. DENOTES FACE OF WALL

(A) EASEMENT FOR ACCESS & MAINTENANCE 1 WIDE
(B) EASEMENT FOR OVERHANG & SUPPORT 0.8 WIDE
(DW2) CENTRE OF 0.23 BRICK, TIMBER & PLASTER PARTY WALL
(E) EASEMENT FOR ELECTRICITY PURPOSES & 5, 4.5 WIDE & VARIABLE
(R) RIGHT OF CARRIAGEWAY & 5, 4.5 WIDE & VARIABLE
(S) EASEMENT FOR TELECOMMUNICATIONS CABLES & 5, 4.5 WIDE & VARIABLE

D.P.285881

Registered 14-02-2005

This is sheet 3 of my plan of 6 sheets dated 3rd November, 2004.

Land Surveyor registered under the Surveying Act, 2002.

This is sheet 3 of the plan of 6 sheets endorsed by my Certificate No. 10527 of 9-12-2004

Authorised Person

For use where option 4 purchase is applied on Plan Form 2.

"and as set out in the accompanying instrument signed by the Authorised Person"

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 12353-SCS

Req:R159842 /Doc:DP 0285881 P /Rev:15-Feb-2005 /Sts:SC.OK /Prt:01-Dec-2011 15:29 /Pgs:ALL /Seq:3 of 6
Ref:110961 /Src:M

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

DETAIL PLAN

SHEET THREE

D.P.285881

Registered: 02-02-2005

SCHEDULE of CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	073°55'	18.545	18.56	140.02
2	247°38'43"	6.625	3.08	5
3	247°26'50"	10.43	10.87	9
4	227°34'20"	0.38	0.39	1
5	250°23'30"	5.56	5.62	4
6	159°33'40"	11.6	8.6	185
7	159°01'30"	14.1	14.305	185
8	355°11'45"	7.505	7.67	5

D P 2 8 5 7 6 6

(W) EASEMENT TO DRAIN WATER 2.5 WIDE (D.P.270334)

5 359.6m²
6 295.9m²
7 312.3m²
8 295.3m²
9 291.5m²
10 355.9m²
11 301.6m²
12 355.9m²
13 252.3m²
14
15

HIGH VALLEY PLACE

CIRCUIT

CHILDS

Pt.1

(W) EASEMENT FOR ACCESS & MAINTENANCE 1 WIDE
(U) EASEMENT FOR OVERHANG & SUPPORT 0.6 WIDE
(X) EASEMENT FOR OVERHANG & SUPPORT 0.8 WIDE
(D) EASEMENT FOR OVERHANG & SUPPORT 2.4 WIDE
(PW 1) CENTRE OF 0.27 BRICK, TIMBER & PLASTER PARTY WALL
(PW 2) CENTRE OF 0.23 BRICK, TIMBER & PLASTER PARTY WALL
(T) EASEMENT FOR ELECTRICITY PURPOSES 6.5, 4.5 WIDE & VARIABLE
(R) RIGHT OF CARRIAGEWAY 6.5, 4.5 WIDE & VARIABLE
(S) EASEMENT FOR TELECOMMUNICATIONS CABLES 6.5, 4.5 WIDE & VARIABLE
(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH (OVER WHOLE LOT)
(H) EASEMENT TO DRAIN WATER VARIABLE WIDTH (OVER WHOLE LOT)
(A) EASEMENT FOR TELEVISION SIGNAL RECEPTION SERVICES OVER EXISTING LINE OF RECEIVING EQUIPMENT (WHOLE OF LOT)

F.O.W. DENOTES FACE OF WALL

SEE SHEET THREE

M.G.A. NORTH

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 12559-BC4

Req:R150042 /Doc:DP 0285881 P /Rcv:15-Feb-2005 /Sts:SC.OK /Prt:05-Dec-2011 15:29 /Pgs:ALL /Seq:1 of 6
Ref:110981 /Src:M