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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 5074/1003042

SEARCH DATE	TIME	EDITION NO	DATE
25/1/2016	6:28 PM	11	3/10/2015

LAND

LOT 5074 IN DEPOSITED PLAN 1003042
AT BAULKHAM HILLS
LOCAL GOVERNMENT AREA THE HILLS SHIRE
PARISH OF CASTLE HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1003042

FIRST SCHEDULE

HILLS CHRISTIAN LIFE CENTRE LTD (CN AJ774482)

SECOND SCHEDULE (19 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP816340 RESTRICTION(S) ON THE USE OF LAND
- 3 DP819131 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP869304 RESTRICTION(S) ON THE USE OF LAND
- 5 DP835983 RESTRICTION(S) ON THE USE OF LAND
- 6 I900774 RESTRICTION(S) ON THE USE OF LAND
- 7 DP876998 EASEMENT FOR RECREATIONAL FACILITIES AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 I900775 POSITIVE COVENANT
- 9 DP876998 EASEMENT FOR JETTY STRUCTURES & PIERS AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP854839 RESTRICTION(S) ON THE USE OF LAND
- 11 DP858884 RESTRICTION(S) ON THE USE OF LAND
- 12 DP862422 RESTRICTION(S) ON THE USE OF LAND
- 13 DP876998 EASEMENT FOR PUBLIC ACCESS AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP876998 RESTRICTION(S) ON THE USE OF LAND
- 15 DP878258 RIGHT OF ACCESS & EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP878258 RESTRICTION(S) ON THE USE OF LAND
- 17 DP1003042 EASEMENT FOR DRAINAGE OF WATER 2 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 18 DP1003042 EASEMENT FOR DRAINAGE OF WATER 1.5 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 19 AJ849556 PLANNING AGREEMENT PURSUANT TO SECTION 93H ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

END OF PAGE 1 - CONTINUED OVER

Sparke Helmore Lawyers

PRINTED ON 25/1/2016

FOLIO: 5074/1003042

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Sparke Helmore Lawyers

PRINTED ON 25/1/2016

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445



PLAN FORM 2

SIEMENS REFERENCE: 224976

CONSENT TO SIGNATURES AND SEALS ONLY

THE COMMON SEAL OF NORTH STONEY BRICK AND TILE COMPANY LIMITED WAS HERETO AFFIXED BY AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:

Signed in my presence by *[Signature]* and *[Signature]* of NORTH STONEY BRICK AND TILE COMPANY LIMITED who have the powers of execution of Power of Attorney No. *[Number]* Book No. *[Number]* by virtue of which they have executed this instrument.

Signature of *[Name]*
 Name of Witness *[Name]*
 Qualification of Witness *[Text]*

Consent to Signatures and Seals

I, the undersigned, being a duly qualified and authorized person, do hereby consent to the execution of this instrument and the affixing of the seal of the said company in the presence of the undersigned and the affixing of the seal of the said company in the presence of the undersigned and the affixing of the seal of the said company in the presence of the undersigned.

Consent of the Local Government

I, the undersigned, being a duly qualified and authorized person, do hereby consent to the execution of this instrument and the affixing of the seal of the said company in the presence of the undersigned and the affixing of the seal of the said company in the presence of the undersigned.

Consent of the Council

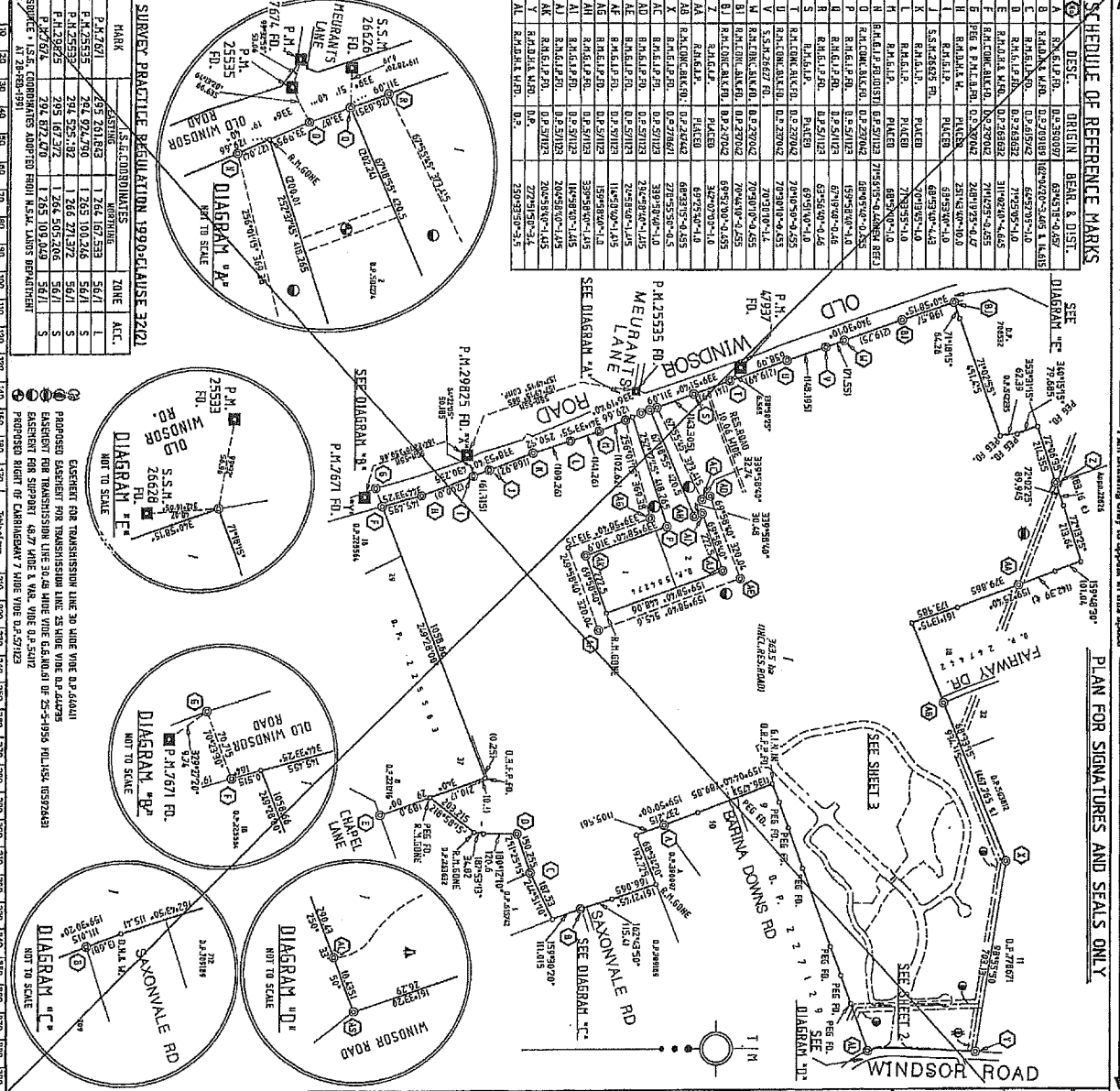
I, the undersigned, being a duly qualified and authorized person, do hereby consent to the execution of this instrument and the affixing of the seal of the said company in the presence of the undersigned and the affixing of the seal of the said company in the presence of the undersigned.

Consent of the Council

I, the undersigned, being a duly qualified and authorized person, do hereby consent to the execution of this instrument and the affixing of the seal of the said company in the presence of the undersigned and the affixing of the seal of the said company in the presence of the undersigned.

SCHEDULE OF REFERENCE MARKS

DESC.	ORIGIN	BEAR & DIST.
A	R.H.C.M. ALD. RD.	D. 2.30/102
B	R.H.C.M. ALD. RD.	D. 2.30/102
C	R.H.C.M. ALD. RD.	D. 2.30/102
D	R.H.C.M. ALD. RD.	D. 2.30/102
E	R.H.C.M. ALD. RD.	D. 2.30/102
F	R.H.C.M. ALD. RD.	D. 2.30/102
G	R.H.C.M. ALD. RD.	D. 2.30/102
H	R.H.C.M. ALD. RD.	D. 2.30/102
I	R.H.C.M. ALD. RD.	D. 2.30/102
J	R.H.C.M. ALD. RD.	D. 2.30/102
K	R.H.C.M. ALD. RD.	D. 2.30/102
L	R.H.C.M. ALD. RD.	D. 2.30/102
M	R.H.C.M. ALD. RD.	D. 2.30/102
N	R.H.C.M. ALD. RD.	D. 2.30/102
O	R.H.C.M. ALD. RD.	D. 2.30/102
P	R.H.C.M. ALD. RD.	D. 2.30/102
Q	R.H.C.M. ALD. RD.	D. 2.30/102
R	R.H.C.M. ALD. RD.	D. 2.30/102
S	R.H.C.M. ALD. RD.	D. 2.30/102
T	R.H.C.M. ALD. RD.	D. 2.30/102
U	R.H.C.M. ALD. RD.	D. 2.30/102
V	R.H.C.M. ALD. RD.	D. 2.30/102
W	R.H.C.M. ALD. RD.	D. 2.30/102
X	R.H.C.M. ALD. RD.	D. 2.30/102
Y	R.H.C.M. ALD. RD.	D. 2.30/102
Z	R.H.C.M. ALD. RD.	D. 2.30/102



WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

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OFFICE USE ONLY

DP 816340
 13-Jan-1992

PLAN OF SUBDIVISION OF LOT 102 DP 624844

Location: BAULKLEAH HILLS
 Parish: PARKLEA
 County: CUMBERLAND

Lengths are in metres. Reduction Ratio: 1:1000

Scale: 1:1000

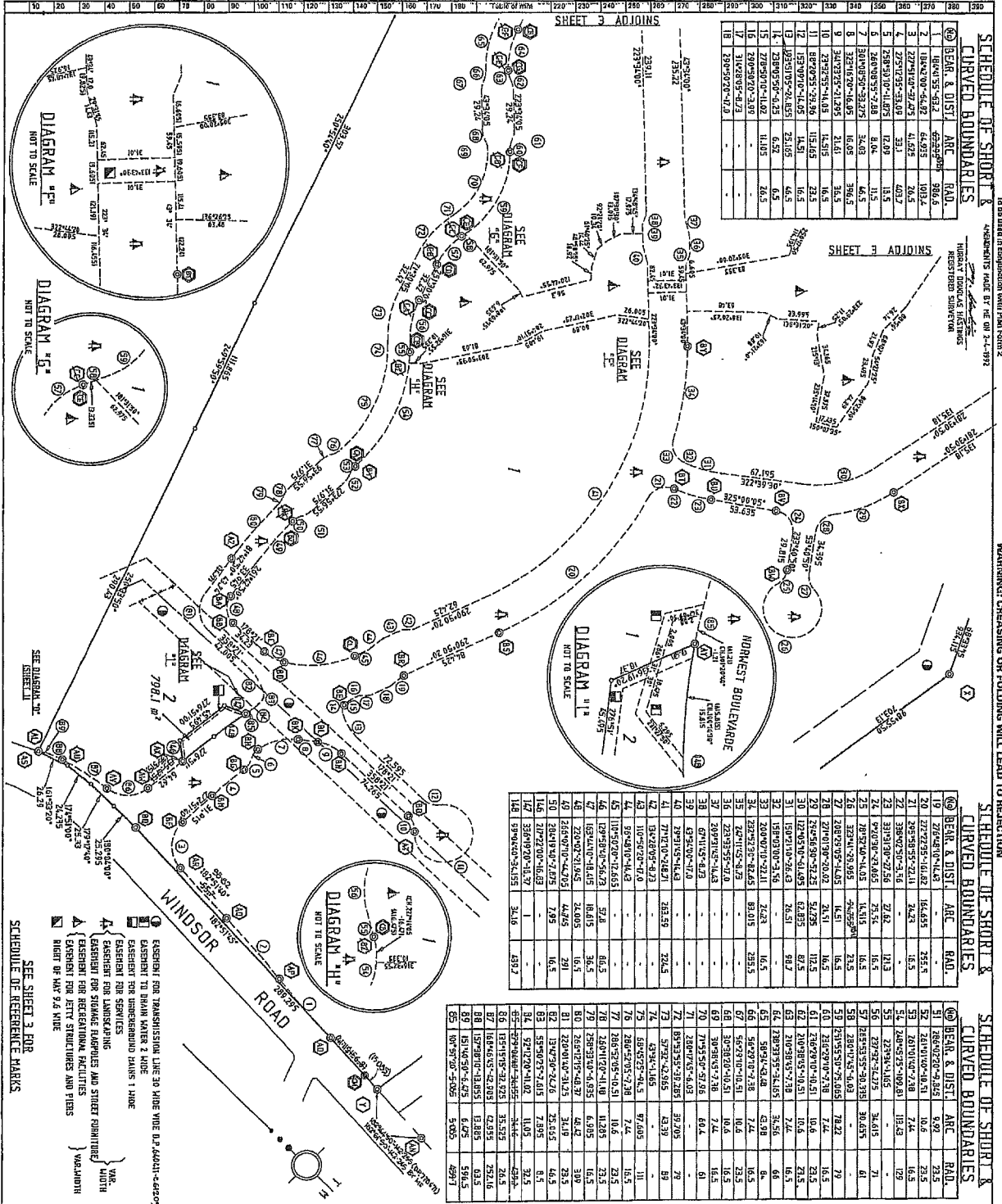
Notes:
 1. EASEMENT FOR SERVICES VARIABLE WIDTH
 2. EASEMENT FOR SHARED/ADJACENT VARIABLE WIDTH
 3. EASEMENT FOR SHARED/ADJACENT VARIABLE WIDTH
 4. EASEMENT FOR SHARED/ADJACENT VARIABLE WIDTH
 5. EASEMENT FOR SHARED/ADJACENT VARIABLE WIDTH
 6. EASEMENT FOR SHARED/ADJACENT VARIABLE WIDTH
 7. EASEMENT FOR SHARED/ADJACENT VARIABLE WIDTH
 8. EASEMENT FOR SHARED/ADJACENT VARIABLE WIDTH
 9. EASEMENT FOR SHARED/ADJACENT VARIABLE WIDTH

Scale of mm: 10 20 30 40 50 60 70 80 90 100 110 120 130 140

DP 816340
 2 of 6



PLAN FORM 3



SHEET 3 ADJOINS

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO	BEAR. & DIST.	ARC	RAD.
1	184°45'55"-42.2	46.975	398.6
2	184°42'00"-44.02	64.975	103.4
3	227°19'55"-47.43	41.675	70.5
4	279°12'55"-49.00	33.1	49.7
5	278°53'10"-47.87	12.809	18.5
6	248°08'50"-2.88	8.04	11.5
7	330°08'50"-33.275	34.03	46.5
8	322°16'20"-16.43	16.03	23.5
9	342°23'22"-12.929	21.61	31.5
10	27°32'53"-14.43	16.512	16.5
11	68°02'55"-24.28	17.483	23.5
12	132°30'55"-22.925	25.183	46.5
13	132°30'55"-22.925	25.183	46.5
14	228°08'10"-41.82	6.57	6.5
15	228°08'10"-41.82	6.57	6.5
16	220°59'20"-4.89	11.05	16.5
17	310°28'05"-47.2	-	-
18	289°59'20"-17.0	-	-

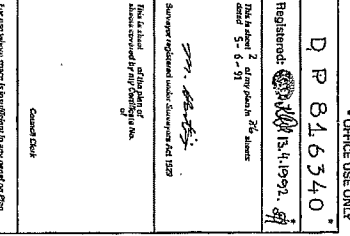
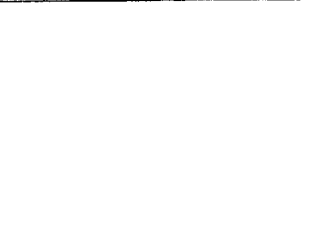
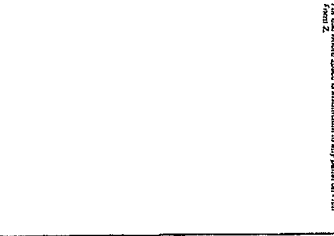
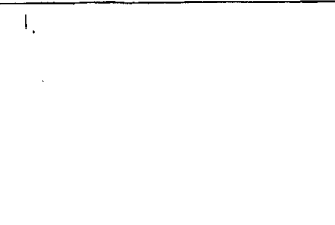
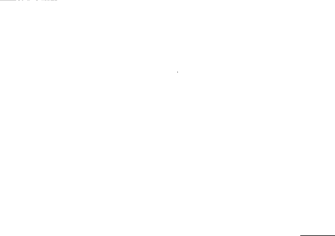
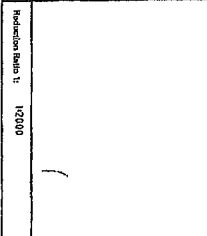
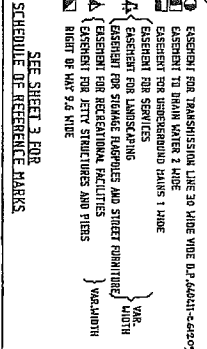
SHEET 4 ADJOINS

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO	BEAR. & DIST.	ARC	RAD.
19	270°42'10"-14.8	16.435	23.5
20	272°23'55"-16.82	16.435	23.5
21	225°49'55"-22.11	24.25	34.5
22	330°42'55"-16.16	-	-
23	331°13'30"-21.56	7.42	11.5
24	92°02'10"-21.665	73.54	105.5
25	92°02'10"-21.665	73.54	105.5
26	329°16'20"-16.43	16.512	16.5
27	208°29'55"-14.51	16.512	16.5
28	42°11'05"-14.43	16.512	16.5
29	42°11'05"-14.43	16.512	16.5
30	132°30'55"-22.925	25.183	46.5
31	132°30'55"-22.925	25.183	46.5
32	208°29'55"-14.51	16.512	16.5
33	208°29'55"-14.51	16.512	16.5
34	228°08'10"-41.82	6.57	6.5
35	228°08'10"-41.82	6.57	6.5
36	220°59'20"-4.89	11.05	16.5
37	310°28'05"-47.2	-	-
38	289°59'20"-17.0	-	-
39	270°42'10"-14.8	16.435	23.5
40	272°23'55"-16.82	16.435	23.5
41	225°49'55"-22.11	24.25	34.5
42	330°42'55"-16.16	-	-
43	331°13'30"-21.56	7.42	11.5
44	92°02'10"-21.665	73.54	105.5
45	92°02'10"-21.665	73.54	105.5
46	329°16'20"-16.43	16.512	16.5
47	208°29'55"-14.51	16.512	16.5
48	42°11'05"-14.43	16.512	16.5
49	42°11'05"-14.43	16.512	16.5
50	132°30'55"-22.925	25.183	46.5
51	132°30'55"-22.925	25.183	46.5
52	208°29'55"-14.51	16.512	16.5
53	208°29'55"-14.51	16.512	16.5
54	228°08'10"-41.82	6.57	6.5
55	228°08'10"-41.82	6.57	6.5
56	220°59'20"-4.89	11.05	16.5
57	310°28'05"-47.2	-	-
58	289°59'20"-17.0	-	-
59	270°42'10"-14.8	16.435	23.5
60	272°23'55"-16.82	16.435	23.5
61	225°49'55"-22.11	24.25	34.5
62	330°42'55"-16.16	-	-
63	331°13'30"-21.56	7.42	11.5
64	92°02'10"-21.665	73.54	105.5
65	92°02'10"-21.665	73.54	105.5
66	329°16'20"-16.43	16.512	16.5
67	208°29'55"-14.51	16.512	16.5
68	42°11'05"-14.43	16.512	16.5
69	42°11'05"-14.43	16.512	16.5
70	132°30'55"-22.925	25.183	46.5
71	132°30'55"-22.925	25.183	46.5
72	208°29'55"-14.51	16.512	16.5
73	208°29'55"-14.51	16.512	16.5
74	228°08'10"-41.82	6.57	6.5
75	228°08'10"-41.82	6.57	6.5
76	220°59'20"-4.89	11.05	16.5
77	310°28'05"-47.2	-	-
78	289°59'20"-17.0	-	-
79	270°42'10"-14.8	16.435	23.5
80	272°23'55"-16.82	16.435	23.5
81	225°49'55"-22.11	24.25	34.5
82	330°42'55"-16.16	-	-
83	331°13'30"-21.56	7.42	11.5
84	92°02'10"-21.665	73.54	105.5
85	92°02'10"-21.665	73.54	105.5
86	329°16'20"-16.43	16.512	16.5
87	208°29'55"-14.51	16.512	16.5
88	42°11'05"-14.43	16.512	16.5
89	42°11'05"-14.43	16.512	16.5
90	132°30'55"-22.925	25.183	46.5
91	132°30'55"-22.925	25.183	46.5
92	208°29'55"-14.51	16.512	16.5
93	208°29'55"-14.51	16.512	16.5
94	228°08'10"-41.82	6.57	6.5
95	228°08'10"-41.82	6.57	6.5
96	220°59'20"-4.89	11.05	16.5
97	310°28'05"-47.2	-	-
98	289°59'20"-17.0	-	-
99	270°42'10"-14.8	16.435	23.5
100	272°23'55"-16.82	16.435	23.5

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO	BEAR. & DIST.	ARC	RAD.
101	270°42'10"-14.8	16.435	23.5
102	272°23'55"-16.82	16.435	23.5
103	225°49'55"-22.11	24.25	34.5
104	330°42'55"-16.16	-	-
105	331°13'30"-21.56	7.42	11.5
106	92°02'10"-21.665	73.54	105.5
107	92°02'10"-21.665	73.54	105.5
108	329°16'20"-16.43	16.512	16.5
109	208°29'55"-14.51	16.512	16.5
110	42°11'05"-14.43	16.512	16.5
111	42°11'05"-14.43	16.512	16.5
112	132°30'55"-22.925	25.183	46.5
113	132°30'55"-22.925	25.183	46.5
114	208°29'55"-14.51	16.512	16.5
115	208°29'55"-14.51	16.512	16.5
116	228°08'10"-41.82	6.57	6.5
117	228°08'10"-41.82	6.57	6.5
118	220°59'20"-4.89	11.05	16.5
119	310°28'05"-47.2	-	-
120	289°59'20"-17.0	-	-
121	270°42'10"-14.8	16.435	23.5
122	272°23'55"-16.82	16.435	23.5
123	225°49'55"-22.11	24.25	34.5
124	330°42'55"-16.16	-	-
125	331°13'30"-21.56	7.42	11.5
126	92°02'10"-21.665	73.54	105.5
127	92°02'10"-21.665	73.54	105.5
128	329°16'20"-16.43	16.512	16.5
129	208°29'55"-14.51	16.512	16.5
130	42°11'05"-14.43	16.512	16.5
131	42°11'05"-14.43	16.512	16.5
132	132°30'55"-22.925	25.183	46.5
133	132°30'55"-22.925	25.183	46.5
134	208°29'55"-14.51	16.512	16.5
135	208°29'55"-14.51	16.512	16.5
136	228°08'10"-41.82	6.57	6.5
137	228°08'10"-41.82	6.57	6.5
138	220°59'20"-4.89	11.05	16.5
139	310°28'05"-47.2	-	-
140	289°59'20"-17.0	-	-
141	270°42'10"-14.8	16.435	23.5
142	272°23'55"-16.82	16.435	23.5
143	225°49'55"-22.11	24.25	34.5
144	330°42'55"-16.16	-	-
145	331°13'30"-21.56	7.42	11.5
146	92°02'10"-21.665	73.54	105.5
147	92°02'10"-21.665	73.54	105.5
148	329°16'20"-16.43	16.512	16.5
149	208°29'55"-14.51	16.512	16.5
150	42°11'05"-14.43	16.512	16.5
151	42°11'05"-14.43	16.512	16.5
152	132°30'55"-22.925	25.183	46.5
153	132°30'55"-22.925	25.183	46.5
154	208°29'55"-14.51	16.512	16.5
155	208°29'55"-14.51	16.512	16.5
156	228°08'10"-41.82	6.57	6.5
157	228°08'10"-41.82	6.57	6.5
158	220°59'20"-4.89	11.05	16.5
159	310°28'05"-47.2	-	-
160	289°59'20"-17.0	-	-
161	270°42'10"-14.8	16.435	23.5
162	272°23'55"-16.82	16.435	23.5
163	225°49'55"-22.11	24.25	34.5
164	330°42'55"-16.16	-	-
165	331°13'30"-21.56	7.42	11.5
166	92°02'10"-21.665	73.54	105.5
167	92°02'10"-21.665	73.54	105.5
168	329°16'20"-16.43	16.512	16.5
169	208°29'55"-14.51	16.512	16.5
170	42°11'05"-14.43	16.512	16.5
171	42°11'05"-14.43	16.512	16.5
172	132°30'55"-22.925	25.183	46.5
173	132°30'55"-22.925	25.183	46.5
174	208°29'55"-14.51	16.512	16.5
175	208°29'55"-14.51	16.512	16.5
176	228°08'10"-41.82	6.57	6.5
177	228°08'10"-41.82	6.57	6.5
178	220°59'20"-4.89	11.05	16.5
179	310°28'05"-47.2	-	-
180	289°59'20"-17.0	-	-
181	270°42'10"-14.8	16.435	23.5
182	272°23'55"-16.82	16.435	23.5
183	225°49'55"-22.11	24.25	34.5
184	330°42'55"-16.16	-	-
185	331°13'30"-21.56	7.42	11.5
186	92°02'10"-21.665	73.54	105.5
187	92°02'10"-21.665	73.54	105.5
188	329°16'20"-16.43	16.512	16.5
189	208°29'55"-14.51	16.512	16.5
190	42°11'05"-14.43	16.512	16.5
191	42°11'05"-14.43	16.512	16.5
192	132°30'55"-22.925	25.183	46.5
193	132°30'55"-22.925	25.183	46.5
194	208°29'55"-14.51	16.512	16.5
195	208°29'55"-14.51	16.512	16.5
196	228°08'10"-41.82	6.57	6.5
197	228°08'10"-41.82	6.57	6.5
198	220°59'20"-4.89	11.05	16.5
199	310°28'05"-47.2	-	-
200	289°59'20"-17.0	-	-



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 15th /

Reduction Ratio: 1:12000

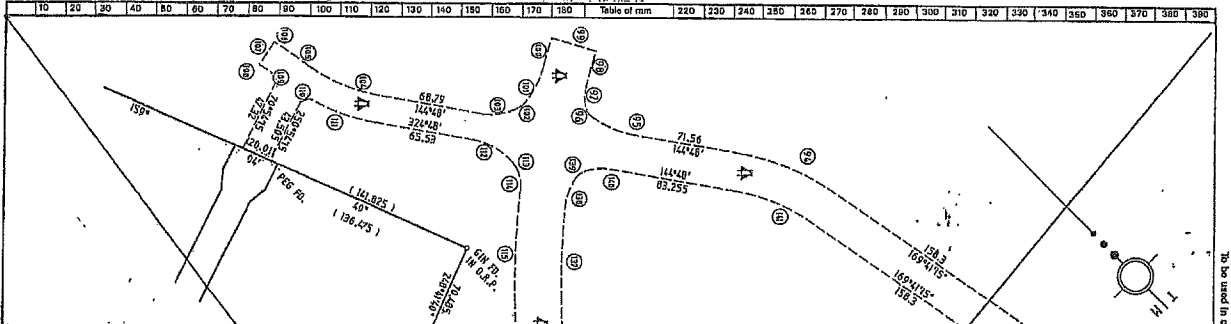
CD3.3

D P 816340

OFFICE USE ONLY

646

PLAN FORM 3

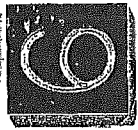


TO BE USED IN CONJUNCTION WITH PLAN FORM 2
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION
 PLAN FOR SIGNATURES AND SEALS ONLY

EASEMENT FOR TRANSMISSION LINE 30 WIDE WIDE UP 404.01
 EASEMENT FOR RECREATION
 EASEMENT FOR RECREATION FACILITIES
 EASEMENT FOR ENTRY STRUCTURES AND PILES
 WALKWAY
 V.H.A.
 WIDTH

DESC	ORIGIN	BEAR & DIST.	ARC	RAD.
01	BEAR & DIST.	279°52'-4.9"	94.005	182.5
02	BEAR & DIST.	279°52'-4.9"	168.255	212.5
03	BEAR & DIST.	279°52'-4.9"	242.510	242.5
04	BEAR & DIST.	279°52'-4.9"	316.765	272.5
05	BEAR & DIST.	279°52'-4.9"	391.020	302.5
06	BEAR & DIST.	279°52'-4.9"	465.275	332.5
07	BEAR & DIST.	279°52'-4.9"	539.530	362.5
08	BEAR & DIST.	279°52'-4.9"	613.785	392.5
09	BEAR & DIST.	279°52'-4.9"	688.040	422.5
10	BEAR & DIST.	279°52'-4.9"	762.295	452.5
11	BEAR & DIST.	279°52'-4.9"	836.550	482.5
12	BEAR & DIST.	279°52'-4.9"	910.805	512.5
13	BEAR & DIST.	279°52'-4.9"	985.060	542.5
14	BEAR & DIST.	279°52'-4.9"	1059.315	572.5
15	BEAR & DIST.	279°52'-4.9"	1133.570	602.5
16	BEAR & DIST.	279°52'-4.9"	1207.825	632.5
17	BEAR & DIST.	279°52'-4.9"	1282.080	662.5
18	BEAR & DIST.	279°52'-4.9"	1356.335	692.5
19	BEAR & DIST.	279°52'-4.9"	1430.590	722.5
20	BEAR & DIST.	279°52'-4.9"	1504.845	752.5
21	BEAR & DIST.	279°52'-4.9"	1579.100	782.5
22	BEAR & DIST.	279°52'-4.9"	1653.355	812.5
23	BEAR & DIST.	279°52'-4.9"	1727.610	842.5
24	BEAR & DIST.	279°52'-4.9"	1801.865	872.5
25	BEAR & DIST.	279°52'-4.9"	1876.120	902.5
26	BEAR & DIST.	279°52'-4.9"	1950.375	932.5
27	BEAR & DIST.	279°52'-4.9"	2024.630	962.5
28	BEAR & DIST.	279°52'-4.9"	2098.885	992.5
29	BEAR & DIST.	279°52'-4.9"	2173.140	1022.5
30	BEAR & DIST.	279°52'-4.9"	2247.395	1052.5
31	BEAR & DIST.	279°52'-4.9"	2321.650	1082.5
32	BEAR & DIST.	279°52'-4.9"	2395.905	1112.5
33	BEAR & DIST.	279°52'-4.9"	2470.160	1142.5
34	BEAR & DIST.	279°52'-4.9"	2544.415	1172.5
35	BEAR & DIST.	279°52'-4.9"	2618.670	1202.5
36	BEAR & DIST.	279°52'-4.9"	2692.925	1232.5
37	BEAR & DIST.	279°52'-4.9"	2767.180	1262.5
38	BEAR & DIST.	279°52'-4.9"	2841.435	1292.5
39	BEAR & DIST.	279°52'-4.9"	2915.690	1322.5
40	BEAR & DIST.	279°52'-4.9"	2989.945	1352.5
41	BEAR & DIST.	279°52'-4.9"	3064.200	1382.5
42	BEAR & DIST.	279°52'-4.9"	3138.455	1412.5
43	BEAR & DIST.	279°52'-4.9"	3212.710	1442.5
44	BEAR & DIST.	279°52'-4.9"	3286.965	1472.5
45	BEAR & DIST.	279°52'-4.9"	3361.220	1502.5
46	BEAR & DIST.	279°52'-4.9"	3435.475	1532.5
47	BEAR & DIST.	279°52'-4.9"	3509.730	1562.5
48	BEAR & DIST.	279°52'-4.9"	3583.985	1592.5
49	BEAR & DIST.	279°52'-4.9"	3658.240	1622.5
50	BEAR & DIST.	279°52'-4.9"	3732.495	1652.5
51	BEAR & DIST.	279°52'-4.9"	3806.750	1682.5
52	BEAR & DIST.	279°52'-4.9"	3881.005	1712.5
53	BEAR & DIST.	279°52'-4.9"	3955.260	1742.5
54	BEAR & DIST.	279°52'-4.9"	4029.515	1772.5
55	BEAR & DIST.	279°52'-4.9"	4103.770	1802.5
56	BEAR & DIST.	279°52'-4.9"	4178.025	1832.5
57	BEAR & DIST.	279°52'-4.9"	4252.280	1862.5
58	BEAR & DIST.	279°52'-4.9"	4326.535	1892.5
59	BEAR & DIST.	279°52'-4.9"	4400.790	1922.5
60	BEAR & DIST.	279°52'-4.9"	4475.045	1952.5
61	BEAR & DIST.	279°52'-4.9"	4549.300	1982.5
62	BEAR & DIST.	279°52'-4.9"	4623.555	2012.5
63	BEAR & DIST.	279°52'-4.9"	4697.810	2042.5
64	BEAR & DIST.	279°52'-4.9"	4772.065	2072.5
65	BEAR & DIST.	279°52'-4.9"	4846.320	2102.5
66	BEAR & DIST.	279°52'-4.9"	4920.575	2132.5
67	BEAR & DIST.	279°52'-4.9"	4994.830	2162.5
68	BEAR & DIST.	279°52'-4.9"	5069.085	2192.5
69	BEAR & DIST.	279°52'-4.9"	5143.340	2222.5
70	BEAR & DIST.	279°52'-4.9"	5217.595	2252.5
71	BEAR & DIST.	279°52'-4.9"	5291.850	2282.5
72	BEAR & DIST.	279°52'-4.9"	5366.105	2312.5
73	BEAR & DIST.	279°52'-4.9"	5440.360	2342.5
74	BEAR & DIST.	279°52'-4.9"	5514.615	2372.5
75	BEAR & DIST.	279°52'-4.9"	5588.870	2402.5
76	BEAR & DIST.	279°52'-4.9"	5663.125	2432.5
77	BEAR & DIST.	279°52'-4.9"	5737.380	2462.5
78	BEAR & DIST.	279°52'-4.9"	5811.635	2492.5
79	BEAR & DIST.	279°52'-4.9"	5885.890	2522.5
80	BEAR & DIST.	279°52'-4.9"	5960.145	2552.5
81	BEAR & DIST.	279°52'-4.9"	6034.400	2582.5
82	BEAR & DIST.	279°52'-4.9"	6108.655	2612.5
83	BEAR & DIST.	279°52'-4.9"	6182.910	2642.5
84	BEAR & DIST.	279°52'-4.9"	6257.165	2672.5
85	BEAR & DIST.	279°52'-4.9"	6331.420	2702.5
86	BEAR & DIST.	279°52'-4.9"	6405.675	2732.5
87	BEAR & DIST.	279°52'-4.9"	6479.930	2762.5
88	BEAR & DIST.	279°52'-4.9"	6554.185	2792.5
89	BEAR & DIST.	279°52'-4.9"	6628.440	2822.5
90	BEAR & DIST.	279°52'-4.9"	6702.695	2852.5
91	BEAR & DIST.	279°52'-4.9"	6776.950	2882.5
92	BEAR & DIST.	279°52'-4.9"	6851.205	2912.5
93	BEAR & DIST.	279°52'-4.9"	6925.460	2942.5
94	BEAR & DIST.	279°52'-4.9"	7000.000	2972.5
95	BEAR & DIST.	279°52'-4.9"	7074.255	3002.5
96	BEAR & DIST.	279°52'-4.9"	7148.510	3032.5
97	BEAR & DIST.	279°52'-4.9"	7222.765	3062.5
98	BEAR & DIST.	279°52'-4.9"	7297.020	3092.5
99	BEAR & DIST.	279°52'-4.9"	7371.275	3122.5
100	BEAR & DIST.	279°52'-4.9"	7445.530	3152.5
101	BEAR & DIST.	279°52'-4.9"	7519.785	3182.5
102	BEAR & DIST.	279°52'-4.9"	7594.040	3212.5
103	BEAR & DIST.	279°52'-4.9"	7668.295	3242.5
104	BEAR & DIST.	279°52'-4.9"	7742.550	3272.5
105	BEAR & DIST.	279°52'-4.9"	7816.805	3302.5
106	BEAR & DIST.	279°52'-4.9"	7891.060	3332.5
107	BEAR & DIST.	279°52'-4.9"	7965.315	3362.5
108	BEAR & DIST.	279°52'-4.9"	8039.570	3392.5
109	BEAR & DIST.	279°52'-4.9"	8113.825	3422.5
110	BEAR & DIST.	279°52'-4.9"	8188.080	3452.5
111	BEAR & DIST.	279°52'-4.9"	8262.335	3482.5
112	BEAR & DIST.	279°52'-4.9"	8336.590	3512.5
113	BEAR & DIST.	279°52'-4.9"	8410.845	3542.5
114	BEAR & DIST.	279°52'-4.9"	8485.100	3572.5
115	BEAR & DIST.	279°52'-4.9"	8559.355	3602.5
116	BEAR & DIST.	279°52'-4.9"	8633.610	3632.5
117	BEAR & DIST.	279°52'-4.9"	8707.865	3662.5
118	BEAR & DIST.	279°52'-4.9"	8782.120	3692.5
119	BEAR & DIST.	279°52'-4.9"	8856.375	3722.5
120	BEAR & DIST.	279°52'-4.9"	8930.630	3752.5
121	BEAR & DIST.	279°52'-4.9"	9004.885	3782.5
122	BEAR & DIST.	279°52'-4.9"	9079.140	3812.5
123	BEAR & DIST.	279°52'-4.9"	9153.395	3842.5
124	BEAR & DIST.	279°52'-4.9"	9227.650	3872.5
125	BEAR & DIST.	279°52'-4.9"	9301.905	3902.5
126	BEAR & DIST.	279°52'-4.9"	9376.160	3932.5
127	BEAR & DIST.	279°52'-4.9"	9450.415	3962.5
128	BEAR & DIST.	279°52'-4.9"	9524.670	3992.5
129	BEAR & DIST.	279°52'-4.9"	9598.925	4022.5
130	BEAR & DIST.	279°52'-4.9"	9673.180	4052.5
131	BEAR & DIST.	279°52'-4.9"	9747.435	4082.5
132	BEAR & DIST.	279°52'-4.9"	9821.690	4112.5
133	BEAR & DIST.	279°52'-4.9"	9895.945	4142.5
134	BEAR & DIST.	279°52'-4.9"	9970.200	4172.5
135	BEAR & DIST.	279°52'-4.9"	10044.455	4202.5
136	BEAR & DIST.	279°52'-4.9"	10118.710	4232.5
137	BEAR & DIST.	279°52'-4.9"	10192.965	4262.5
138	BEAR & DIST.	279°52'-4.9"	10267.220	4292.5
139	BEAR & DIST.	279°52'-4.9"	10341.475	4322.5
140	BEAR & DIST.	279°52'-4.9"	10415.730	4352.5
141	BEAR & DIST.	279°52'-4.9"	10490.000	4382.5
142	BEAR & DIST.	279°52'-4.9"	10564.255	4412.5
143	BEAR & DIST.	279°52'-4.9"	10638.510	4442.5
144	BEAR & DIST.	279°52'-4.9"	10712.765	4472.5
145	BEAR & DIST.	279°52'-4.9"	10787.020	4502.5

DESC	ORIGIN	BEAR & DIST.	ARC	RAD.
01	BEAR & DIST.	279°52'-4.9"	94.005	182.5
02	BEAR & DIST.	279°52'-4.9"	168.255	212.5
03	BEAR & DIST.	279°52'-4.9"	242.510	242.5
04	BEAR & DIST.	279°52'-4.9"	316.765	272.5
05	BEAR & DIST.	279°52'-4.9"	391.020	302.5
06	BEAR & DIST.	279°52'-4.9"	465.275	332.5
07	BEAR & DIST.	279°52'-4.9"	539.530	362.5
08	BEAR & DIST.	279°52'-4.9"	613.785	392.5
09	BEAR & DIST.	279°52'-4.9"	688.040	422.5
10	BEAR & DIST.	279°52'-4.9"	762.295	452.5
11	BEAR & DIST.	279°52'-4.9"	836.550	482.5
12	BEAR & DIST.	279°52'-4.9"	910.805	512.5
13	BEAR & DIST.	279°52'-4.9"	985.060	542.5
14	BEAR & DIST.	279°52'-4.9"	1059.315	572.5
15	BEAR & DIST.	279°52'-4.9"	1133.570	602.5
16	BEAR & DIST.	279°52'-4.9"	1207.825	632.5
17	BEAR & DIST.	279°52'-4.9"	1282.080	662.5
18	BEAR & DIST.	279°52'-4.9"	1356.335	692.5
19	BEAR & DIST.	279°52'-4.9"	1430.590	722.5
20	BEAR & DIST.	279°52'-4.9"	1504.845	752.5
21	BEAR & DIST.	279°52'-4.9"	1579.100	782.5
22	BEAR & DIST.	279°52'-4.9"	1653.355	812.5
23	BEAR & DIST.	279°52'-4.9"	1727.610	842.5
24	BEAR & DIST.	279°52'-4.9"	1801.865	872.5
25	BEAR & DIST.	279°52'-4.9"	1876.120	902.5
26	BEAR & DIST.	279°52'-4.9"	1950.375	932.5
27	BEAR & DIST.	279°52'-4.9"	2024.630	962.5
28	BEAR & DIST.	279°52'-4.9"	2098.885	992.5
29	BEAR & DIST.	279°52'-4.9"	2173.140	1022.5
30	BEAR & DIST.	279°52'-4.9"	2247.395	1052.5
31	BEAR & DIST.	279°52'-4.9"	2321.650	1082.5
32	BEAR & DIST.	279°52'-4.9"	2395.905	1112.5
33	BEAR & DIST.	279°52'-4.9"	2470.160	1142.5
34	BEAR & DIST.	279°52'-4.9"	2544.415	1172.5
35	BEAR & DIST.	279°52'-4.9"	2618.670	1202.5
36	BEAR & DIST.	279°52'-4.9"	2692.925	1232.5
37	BEAR & DIST.	279°52'-4.9"	2767.180	1262.5
38	BEAR & DIST.	279°52'-4.9"	2841.435	1292.5
39	BEAR & DIST.	279°52'-4.9"	2915.690	1322.5
40	BEAR & DIST.	279°52'-4.9"	2989.945	1352.5
41	BEAR & DIST.	279°52'-4.9"	3064.200	1382.5
42	BEAR & DIST.	279°52'-4.9"	3138.455	1412.5
43	BEAR & DIST.	279°52'-4.9"	3212.7	



INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)

All lengths are in metres

Sheet 17 of 22 Sheets

Subdivision of land covered by Council
Clerk's Certificate No.7272 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

DP 816340

9. Terms of Restrictions, Namely referred to in above-mentioned Plan

- 9.1. These shall not, at any time, be any Development on or in respect of the Land, unless:
 - (a) that Development is in accordance with, conforms to and does not in any way contravene the Master Scheme; and
 - (b) the registered proprietor of the Land, at that time, is a Financial Member of the Association; and
 - (c) the Board has given its prior consent in writing to such Development, except where the Board or the Association gives a notice in writing to the effect that the consent of the Board is not required to that Development.

9.2. In these restrictions as to use, unless inconsistent with the context:

"Association" means Northwest Association Limited;

"Authority" means any Federal, State or Local Government, semi-Government, quasi-Government or other body or authority, statutory or otherwise, including but not limited to the Council, the Association in so far as it has a capacity, right or obligation as an approving authority and consent to any of the Planning Documents or under the Master Scheme, the Planning and Design Review Panel and any relevant court or tribunal having and exercising the appropriate jurisdiction;

"Board" means the Board of Directors of the Association duly constituted from time to time;

"Constitution of the Association" means the Memorandum of Association and Articles of Association of the Association and all by-laws and regulations created pursuant to or incidental thereto from time to time;

"Council" means the Council of the Shire of Baulkham Hills;

"Contract Deed" means the agreement entered into by the Association, North Sydney Brick and Tile Company Limited and the Council dated 10 August 1989 and all agreements, deeds and other documents amending, varying or supplementing such agreement or its substitution for such agreement;

"Development" means, in relation to the Land:

- (a) the erection of a building, structure or improvement on, in, over or under the Land;
- (b) the carrying out of a work on, in, over or under the Land;
- (c) the use of the Land or of a building, structure, work or improvement on, in, over or under the Land; and
- (d) the subdivision of the Land;

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Approved by the Council of the Shire of Baulkham Hills
Acting Shire Clerk

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REGISTERED 13.4.1992

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)

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Sheet 18 of 22 Sheets

Subdivision of land covered by Council
Clerk's Certificate No. 7272 of 1991 being
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DP 816340

A reference in this definition of "Development" is:

- (a) the erection of a building, structure or improvement in, over or under the Land, but is not limited to, a reference to the building or rebuilding of, the making of alterations or renovations to the repair or maintenance of, or the enlargement or extension of, a building, structure or improvement or the placing or siting of a building, structure or improvement on, in, over or under the Land;
- (b) the carrying out of a work is a reference to any physical activity in relation to the Land and includes, but is not limited to, a reference to the building or rebuilding of, the making of alterations or renovations to, the repair or maintenance of, or the enlargement or extension of, a work, or the demolition or removal of any building, structure, improvement or work on, in, over or under the Land;
- (c) the subdivision of the Land is a reference to:
 - (i) (without limiting the following provisions of this paragraph) the subdivision of land within the meaning of the Local Government Act, 1919;
 - (ii) any other division of the Land into two or more parts which, after the division, would be obviously adapted for separate occupation, use or disposition; or
 - (iii) the redivision of the Land, by such a subdivision or by any other division, into different parts which, after the redivision, would be obviously adapted for separate occupation, use or disposition;

"Development Control Plan" means each and every development control plan and concept development control plan in connection with or relative to Northwest Business Park from time to time;

"Development Guidelines" means the Estate Development Guidelines and the Property Development Guidelines;

"Estate Development Guidelines" means such guidelines in respect of or relating to subdivision, development, landscaping, maintenance and other matters created or adopted by the Association from time to time in respect of the Northwest Business Park;

"Financial Member" means, as at any relevant time, a fully paid up member of the Association who has, at that time, no charges, levies, fees, assessments, expenses or other amounts which are due to the Association or which are payable by that member in the direction of the Association, or which have been assessed by the Association as payable by that member, or which have been paid or are payable by the Association on behalf of or on the account of that member and which are outstanding;

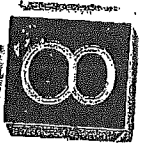
Approved by the Council of the Shire of Baulkham Hills
Acting Shire Clerk

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REGISTERED 13.4.1992

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 15th April 1992



INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)

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DP 816340

Sheet 15 of 22 Sheets
Subdivision of land covered by Council
Clerk's Certificate No. 7272 of 1991 being
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Folio Identifier 102/624844

"Proprietor of the Lot Burdened" means every person (which term includes a corporation) who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened;

"Recreational Purposes" means all recreational and sporting purposes for which the Basement Site is used, including but not limited to picnicking, use as a child's playground, jogging, walking, amusements, operation of ovens, cycling and barbecuing;

"Work" means all excavation and other work necessary or desirable for the purposes of this easement or to facilitate the proper enjoyment of this easement or to enable the carrying out of the obligations of the Proprietor of the Lot Burdened under this easement, including but not limited to all work connected with or incidental to constructing, setting out, laying, inspecting, painting, repairing, replacing, maintaining, removing or renewing the Facilities or any part of them.

6. Terms of Easement Slightly referred to in above-mentioned Plan

Full free and unimpeded right of the Proprietor of the Lot Burdened and all Authorized Users from time to time and at all times and for all Association Purposes to go, pass and regress on foot or with Authorized Vehicles on, over, through or within the Basement Site.

For the purposes of this easement, unless the contrary intention appears, the following terms have the following meanings:

"Association Purposes" means all purposes authorized by the Proprietor of the Lot Burdened or by any relevant Authority necessary for or associated with the due administration and management by the Proprietor of the Lot Burdened of the Northwest Business Park.

"Authorized User" means the Proprietor of the Lot Burdened and every person authorized by it including but not limited to the invitees, licensees and the duly authorized employees or representatives of the Proprietor of the Lot Burdened and the duly authorized employees of any maintenance contractor engaged by the Proprietor of the Lot Burdened;

"Authorized Vehicles" means small service vehicles used for Association Purposes;

"Easement Site" means that part or those parts of the Lot Burdened shown in the above-mentioned plan as the site of this easement;

"Proprietor of the Lot Benefited" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in fee simple in the Lot Benefited and each part of the Lot Benefited;

"Proprietor of the Lot Burdened" means every person (which term includes a corporation) who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened;

Approved by the Council of the Shire of Baulkham Hills, Acting Shire Clerk

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REGISTERED 13.4.1992

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)

All lengths are in metres

DP 816340

Sheet 16 of 22 Sheets
Subdivision of land covered by Council
Clerk's Certificate No. 7272 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

7. Terms of Easement Severely referred to in the above-mentioned Plan

Full and free right for the Authority benefited and every person authorized by it, from time to time and at all times to drain water (whether rain, storm, spring, surface or otherwise) in any quantities across and through the Basement Site, together with the right to use, lay, vary in any of the easement, any line of pipes already laid within the Basement Site for the purpose of carrying water or any pipe or pipes in replacement or in substitution thereof and where no such line or pipes exist, to lay, place and maintain a line of pipes of sufficient internal diameter beneath and upon the surface of the Basement Site and together with the right for the Authority benefited and every person authorized by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the Basement Site and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the Basement Site to such extent as may be necessary provided that the Authority benefited and the persons authorized by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Basement Site and will restore that surface as nearly as practicable to its original condition.

For the purposes of this easement:

"Easement Site" means that part or those parts of the Lot Burdened shown in the above-mentioned plan as the site of this easement.

8. Terms of Easement Slightly referred to in above-mentioned Plan

An easement for the transmission of electricity with full and free right leave liberty and license for the Authority Benefited and its successors to erect, construct, place, repair, renew, maintain, use and remove underground electricity transmission mains, wires, cables and auxiliary machinery AND to cause or permit electricity to flow or be transmitted through and along the Basement Site AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection, construction and placement of the electricity transmission mains wires, cables and auxiliary works to enter into and upon the Basement Site or any part thereof at all reasonable times with surveyors, workmen, vehicles, materials, machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials, machinery, implements and things AND the proprietor for the time being of the Lot Burdened shall not erect or permit to be erected any building or other erection of any kind or description on, over or under the Basement Site or alter the surface level thereof or carry out any form of construction affecting the surface, first and foremost TROVATED from anything permitted by the Authority Benefited under the above easement and shall be exercised in all respects in accordance with the reasonable requirements of the Authority Benefited and to the reasonable satisfaction of the Engineer of the Authority Benefited for the time being.

For the purposes of this easement:

"Easement Site" means that part or those parts of the Lot Burdened shown in the above-mentioned plan as the site of this easement.

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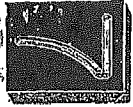
Approved by the Council of the Shire of Baulkham Hills, Acting Shire Clerk

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REGISTERED 13.4.1992

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)

All lengths are in metres

Sheet 13 of 22 Sheets

Subdivision of land covered by Council
Clerk's Certificate No. 7472 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

DP 816340

5. Terms of Easement: Partly referred to in above-mentioned Plan

1. Full free and unimpeded right for the Proprietor of the Lot Benefited and all Authorised Users from time to time and at all times and for all Recreational Purposes to enter, over, through or within the Easement Site; and

2. Full free and unimpeded right for the Proprietor of the Lot Benefited and every person authorised by it from time to time and at all times:

- (a) to have, use and carry out Work in relation to all Facilities constructed or to be constructed placed or allowed to remain on the Lot Benefited and on the Easement Site TOGETHER WITH the right for Authorised Users from time to time and at all times with any tools, implements, materials or machinery necessary for the purpose, to enter upon, pass and re-pass over the Lot Benefited and to remain there for any reasonable time for the purpose of carrying out the Work; and
- (b) to licence the hire of the Facilities for any lawful purpose.

BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also comprise and be covenants and agreements by and between the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened for themselves and their respective successors, assigns and assigns shall pass with the benefit and burden of this easement:

1. The Proprietor of the Lot Benefited and any Authorised User shall take all reasonable precautions to ensure as little disturbance or damage as possible to the Lot Burdened and as nearly as practicable to such condition prior to the carrying out of the Work, and such restoration shall be carried out at the cost of the Proprietor of the Lot Benefited.
2. The Proprietor of the Lot Benefited shall at all times maintain and repair the Facilities at its own cost and expense and the Proprietor of the Lot Burdened shall not be liable for any defect, damage or failure in respect of the Facilities other than as may be caused or contributed to by the willful or negligent act or omission of the Proprietor of the Lot Burdened, its contractors and employees.
3. The Proprietor of the Lot Benefited shall not permit the Facilities to fall into disrepair so as to become a hazard or nuisance to any person lawfully upon or within the Lot Burdened or any part of it.
4. The Proprietor of the Lot Benefited shall ensure that the Facilities do not cause any structural damage to any part of the Lot Burdened.

Approved by the Council of the Shire of Baulkham Hills
Acting Shire Clerk

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3220p

REGISTERED *[Stamp]* B.4.1992

10 20 30 40 50 60 70 Table of mm 110 120 130 140

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)

All lengths are in metres

Sheet 14 of 22 Sheets

Subdivision of land covered by Council
Clerk's Certificate No. 7122 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

DP 816340

5. The Proprietor of the Lot Burdened shall not do or allow anything to be done on or adjacent to the Lot Burdened which might damage or destroy the Facilities.

(b) The Proprietor of the Lot Burdened shall take all necessary or reasonable precautions to ensure that nothing is or remains on the Lot Burdened which might in any way prevent, obstruct or impede the exercise and enjoyment by the Proprietor of the Lot Benefited or any other Authorised User of the rights hereby granted.

6. The Proprietor of the Lot Benefited and every Authorised User shall exercise the rights hereby granted so as not to interfere unduly or unreasonably with the rights of the Proprietor of the Lot Burdened and in particular so as not to impede others lawfully using or upon the Lot Burdened.

7. An Authorised User entering upon the Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the Proprietor of the Lot Benefited hereby releases the Proprietor of the Lot Burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the willful or negligent act or omission of the Proprietor of the Lot Burdened, its contractors or employees.

For the purposes of this easement, unless the contrary intention appears, the following terms have the following meanings:

"Authorised User" means the Proprietor of the Lot Benefited and every person authorised by it, including but not limited to the invitees, licensees and the duly authorised employees or representatives of the Proprietor of the Lot Benefited and the duly authorised employees of any maintenance contractor engaged by the Proprietor of the Lot Benefited;

"Easement Site" means that part or those parts of the Lot Burdened shown in the above-mentioned plan as the site of this easement;

"Facilities" means all facilities constructed, erected or installed or to be constructed, erected or installed on the Easement Site for and in conjunction with the Recreational Purposes, including but not limited to restaurants, kiosks, service facilities, public conveniences, communication facilities, food and beverage outlets, furniture, landscaping, picnic facilities, playground equipment, jogging tracks, walking tracks, cycle ways, sports facilities, barbecue facilities and lighting;

"Proprietor of the Lot Benefited" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in fee simple in the Lot Benefited (including part of the Lot Benefited);

Approved by the Council of the Shire of Baulkham Hills
Acting Shire Clerk

[Handwritten signature]

3220p

REGISTERED *[Stamp]* B.4.1992

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)

All lengths are in metres

Sheet 11 of 22 Sheets

DP 816340
Subdivision of land covered by Council
Clark's Certificate No. 7272 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

2. The Proprietor of the Lot Benefited shall at all times maintain and repair the Jetty Structures, the Piers and the Facilities at its own cost and expense and the Proprietor of the Lot Burdened shall not be liable for any defect, damage or failure in respect of the Jetty Structures, the Piers and the Facilities other than as may be caused or contributed to by the willful or negligent act or omission of the Proprietor of the Lot Burdened, its contractors and employees.

3. The Proprietor of the Lot Benefited shall not permit the Jetty Structures, the Piers and the Facilities to fall into disrepair so as to become a hazard or nuisance to any person lawfully upon or within the Lot Burdened or any part of it.

4. The Proprietor of the Lot Benefited shall ensure that the Jetty Structures, the Piers and the Facilities do not cause any structural damage to any part of the Lot Burdened.

5. (a) The Proprietor of the Lot Burdened shall not do or allow anything to be done on or adjacent to, or to remain on the Lot Burdened which might damage or destroy the Jetty Structures, the Piers and the Facilities, or which might in any way prevent, obstruct or impede the exercise and enjoyment by the Proprietor of the Lot Benefited or any other Authorised User of the rights hereby granted.

(b) The Proprietor of the Lot Burdened shall not allow the water level of the Basement Site to rise above or fall below such levels as may be responsible having regard to the rights hereby granted to the Proprietor of the Lot Benefited and in this regard the Proprietor of the Lot Burdened shall be entitled to take whatever action is necessary to maintain such water levels.

6. The Proprietor of the Lot Benefited and every Authorised User shall exercise the rights hereby granted so as not to interfere unduly or unreasonably with the rights of the Proprietor of the Lot Burdened and in particular so as not to impede others lawfully using or upon the Lot Burdened.

7. Authorised Users may with any tools, implements, materials or machinery necessary for the purpose enter upon, pass or cross over the Lot Burdened and remain there for any reasonable time for the purpose of excavating, repairing, maintaining or removing any part of the Lot Burdened which has deteriorated or decayed or has been allowed to deteriorate or decay to the extent that the nature of the support of the Jetty Structures and the Piers has been effected.

Approved by the Council of the Shire of Baulkham Hills
Acting Shire Clerk

[Handwritten signatures]

3220p

REGISTERED 13.4.1992

10 20 30 40 50 60 70 Table of mm 110 120 130 140

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)

All lengths are in metres

Sheet 12 of 22 Sheets

DP 816340
Subdivision of land covered by Council
Clark's Certificate No. 7272 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

8. An Authorised User entering upon the Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the Proprietor of the Lot Benefited hereby releases the Proprietor of the Lot Burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the willful or negligent act or omission of the Proprietor of the Lot Burdened, its contractors or employees.

For the purposes of this easement, unless the contrary intention appears, the following terms have the following meanings:

"Authorised User" means the Proprietor of the Lot Benefited and every person authorised by, including but not limited to the invitee, licensee and the duly authorised employees or representatives of the Proprietor of the Lot Benefited and the duly authorised employees or any maintenance contractor engaged by the Proprietor of the Lot Benefited;

"Easement Site" means that part or those parts of the Lot Burdened shown in the abovementioned plan as the site of this easement;

"Facilities" means all facilities constructed, erected or installed or to be constructed, erected or installed on the Piers or on any part of the Basement Site, including but not limited to restaurants, kiosks, service facilities, public conveniences, communication facilities, food and beverage outlets, furniture, landscaping and recreational facilities;

"Jetty Structures" means all pontoons and jetties constructed or to be constructed on the Easement Site;

"Piers" means all piers and walkways constructed or to be constructed on the Easement Site;

"Proprietor of the Lot Benefited" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in fee simple in the Lot Benefited and each part of the Lot Benefited;

"Proprietor of the Lot Burdened" means every person (which term includes a corporation) who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened;

"Work" means all excavation and other work necessary or desirable for the purposes of this easement or to facilitate the proper enjoyment of this easement or to enable the carrying out of the obligations of the Proprietor of the Lot Benefited under this easement, including but not limited to repairing, replacing, maintaining, removing or renewing the Jetty Structures, the Piers or the Facilities or any part of them and including but not limited to the sinking or installation of footings, supporting beams and piers, maintaining water levels and draining or adding water in from or to any body of water forming part of the Easement Site.

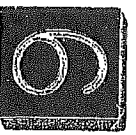
Approved by the Council of the Shire of Baulkham Hills
Acting Shire Clerk

[Handwritten signatures]

3220p

REGISTERED 15.4.1992

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INSTRUMENT SETTING OUT TERMS OF BASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)

All lengths are in metres

DP B16340

Sheet 9 of 22 Sheets
Subdivision of land covered by Council
Clerk's Certificate No. 7272 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

8. An Authorised User entering upon the Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the Proprietor of the Lot Burdened hereby releases the Proprietor of the Lot Burdened and his contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the wilful or negligent act or omission of the Proprietor of the Lot Burdened, his contractors or employees.

For the purposes of this easement, unless the contrary intention appears, the following terms have the following meanings:

"Authorised User" means the Proprietor of the Lot Benefited and every person authorised by it, including but not limited to the invitees, licensees and the duly authorised employees or representatives of the Proprietor of the Lot Benefited and the duly authorised employees of any maintenance contractor engaged by the Proprietor of the Lot Benefited.

"Easement Site" means that part or those parts of the Lot Burdened shown in the above-mentioned plan as the site of this easement.

"Proprietor of the Lot Benefited" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in the sample in the Lot Benefited and each part of the Lot Benefited.

"Proprietor of the Lot Burdened" means every person (which term includes a corporation) who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.

"Signage" means all signage and information systems installed, erected or constructed or to be installed erected or constructed on or over the Basement Site.

"Street Furniture" means all furniture capable of being installed, constructed or erected on the Basement Site including but not limited to benches, seats, tables, shelters and planter boxes.

"Work" means all excavation and other work necessary or desirable for the purposes of this easement or to facilitate the proper enjoyment of this easement or to enable the carrying out of the obligations of the Proprietor of the Lot Benefited under this easement, including but not limited to all work connected with or incidental to constructing, installing, inspecting, painting, repairing, replacing, maintaining, removing or reworking the Signage, Fragrads and Street Furniture or any part of them.

Approved by the Council of the Shire of Baulkham Hills,
Acting Shire Clerk

3220p

INSTRUMENT SETTING OUT TERMS OF BASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)

All lengths are in metres

DP B16340

Sheet 10 of 22 Sheets
Subdivision of land covered by Council
Clerk's Certificate No. 7272 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

4. Terms of Easement Roughly referred to in above-mentioned Plan

1. Full free and unimpeded right for the Proprietor of the Lot Benefited and all Authorised Users from time to time and at all times:

(a) to construct, use, occupy and operate or allow the operation, use or occupation of all Jery Structures, Piers and Facilities on, in, over or under the Easement Site.

(b) to carry out Work in relation to all Jery Structures and Piers constructed or to be constructed placed or allowed to remain by the Proprietor of the Lot Benefited on the Easement Site TOGETHER WITH the right from time to time and at all times with any tools, implements, materials or machinery, to enter upon, pass and regress over the Lot Burdened and to remain there for any reasonable time for the purpose of carrying out the Work;

(c) to have the Jery Structures and Piers supported, upheld and maintained by the owners (surface and sub-surface), banks and soil (surface and sub-surface) of the Lot Burdened; and

(d) to carry out Work in relation to all Facilities constructed or to be constructed on the Piers or Jery Structures or in or on the Basement Site for the benefit and use of the Proprietor of the Lot Benefited and Authorised Users and to license the hire of the Facilities for any lawful purpose; and

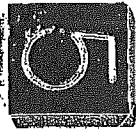
2. Full free and unimpeded right of the Proprietor of the Lot Benefited and all Authorised Users from time to time and at all times and for all purposes associated with the use and enjoyment of the Jery Structures and Piers and the Facilities to enter, remain on, go pass and regress with or without vehicles (whether motorised or not), on, over, through or within the Basement Site, including any body of water forming part of the Basement Site.

BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also constitute and be covenants and agreements by and between the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement.

1. The Proprietor of the Lot Benefited and any Authorised User shall take all reasonable precautions to ensure as little disturbance or damage as possible to the Lot Burdened and will as soon as reasonably possible after carrying out the Work restore the Lot Burdened as nearly as practicable to such condition as existed prior to the carrying out of the Work, and such restoration shall be carried out at the cost of the Proprietor of the Lot Benefited.

Approved by the Council of the Shire of Baulkham Hills,
Acting Shire Clerk

3220p

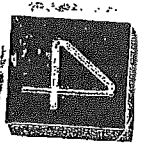


REGISTERED 13.4.1992

Table with 10 columns and 1 row: 10 20 30 40 50 60 70 Table of mm 110 120 130 140

REGISTERED 13.4.1992

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)**

All lengths are in metres

Sheet 7 of 22 Sheets

DP 816340

Subdivision of land covered by Council
Clerk's Certificate No 7172 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

"Authorised User" means the Proprietor of the Lot Benefited and every person authorised by it, including but not limited to the trustees, partners and the duly authorised employees or representatives of the Proprietor of the Lot Benefited and the duly authorised employees or representatives of the Proprietor of the Lot Benefited.

"Essential Site" means that part or those parts of the Lot Burdened shown in the abovementioned plan as the site of this easement.

"Landscaping" means all soft landscape elements including but not limited to grass, annuals, perennials, shrubs and trees, organic mulches, and hard landscape elements including but not limited to ground surfaces such as concrete, hot bitumen, brick or concrete pavers, natural stone, timber, constructed for the purpose of providing visual and physical amenity.

"Proprietor of the Lot Benefited" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in fee simple in the Lot Benefited and each part of the Lot Benefited.

"Proprietor of the Lot Burdened" means every person (which term includes a corporation) who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.

"Work" means all excavation and other work necessary or desirable for the purposes of this easement or to facilitate the proper enjoyment of this easement or to enable the carrying out of the obligations of the Proprietor of the Lot Benefited under this easement, including but not limited to all work connected with or incidental to the setting out, laying, inspecting, widening, repaving, repaving, maintaining, removing or resurfacing the Landscaping or any part of it.

3. Terms of Easement Thirdly referred to in abovementioned Plan

Full free and undisturbed right for the Proprietor of the Lot Benefited and every person authorised by it from time to time and at all times to have, use and enjoy on Work in relation to all Signage, Flagpoles and Street Furnitures installed or to be installed placed or allowed to remain by the Proprietor of the Lot Benefited on the Essential Site TOGETHER WITH THE right for Authorised Users from time to time and at all times within any tools, implements, materials or machinery necessary for the purpose, to enter upon pass and re-pass over the Lot Burdened and to remain there for a reasonable time for the purpose of carrying out the Work. BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also constitute and be covenants and agreements by and between the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement.

Approved by the Council of the Shire of Baulkham Hills
Acting Shire Clerk

3220p

REGISTERED 13.4.1992

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)**

All lengths are in metres

Sheet 8 of 22 Sheets

DP 816340

Subdivision of land covered by Council
Clerk's Certificate No 7272 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

1. The Proprietor of the Lot Benefited and any Authorised User shall take all reasonable precautions to ensure as little disturbance or damage as possible to the Lot Burdened and as nearly as practicable after carrying out the Work restore the Lot Burdened to the condition as existed prior to the carrying out of the Work, and such restoration shall be carried out at the cost of the Proprietor of the Lot Benefited.

2. The Proprietor of the Lot Benefited shall at all times maintain and repair the Signage, Flagpoles and Street Furnitures at its own cost and expense and the Proprietor of the Lot Burdened shall not be liable for any defect, damage or failure in respect of the Signage, Flagpoles and Street Furnitures other than as may be caused or contributed to by the willful or negligent act or omission of the Proprietor of the Lot Burdened, its contractors and employees.

3. The Proprietor of the Lot Benefited shall not permit the Signage, Flagpoles and Street Furnitures to fall into disrepair so as to become a hazard or nuisance to any person lawfully upon or within the Lot Burdened or any part of it.

4. The Proprietor of the Lot Benefited shall ensure that the Signage, Flagpoles and Street Furnitures do not cause any structural damage to any part of the Lot Burdened.

5. The Proprietor of the Lot Burdened shall not do or allow anything to be done on or adjacent to the Lot Burdened which might damage or destroy the Signage, Flagpoles and Street Furnitures.

6. The Proprietor of the Lot Benefited and every Authorised User shall exercise the rights hereby granted so as not to interfere unduly or unreasonably with the rights of the Proprietor of the Lot Burdened and in particular so as not to impede the flow of traffic along the Lot Burdened.

7. Before any Authorised User may exercise the right hereby granted the Proprietor of the Lot Benefited or its nominee shall:

- (a) give a reasonable period of notice to the Proprietor of the Lot Burdened or its nominee of the intended exercise of such right and indicating generally the identity of the Authorised Users; and
- (b) obtain the consent of the Proprietor of the Lot Burdened, which consent shall not be unreasonably withheld and which shall be given or withheld expeditiously. No consent shall be required in the case of an emergency.

Approved by the Council of the Shire of Baulkham Hills
Acting Shire Clerk

3220p

REGISTERED 13.4.1992

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)

All lengths are in metres

Sheet 5 of 22 Sheets

DP 816340

Subdivision of land covered by Council
Clerk's Certificate No.7272 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/6248/44

"Proprietor of the Lot Burdened" means every person (which term includes a corporation) who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened;

"Services" means all services or any one or more of such services including but not limited to water, irrigation, gas, electricity, telephones, sewerage, drainage, security and monitoring, lighting, private communications, Closed Circuit Security monitoring, Closed Circuit Television monitoring, video and audio services;

"Substances" means all substances or any one or more of such substances passing or to be passed through, in or over the Easement Site by means of the Apparatus including but not limited to water, gas, electricity, sewerage and manowares.

"Work" means all excavation and other work necessary or desirable for the purposes of this easement or to facilitate the proper enjoyment of this easement or to enable the carrying out of the obligations of the Proprietor of the Lot Burdened under this easement, including but not limited to laying down, constructing, placing, operating, examining, relaying, removing, attaching, reworking, cleaning, repairing, testing and maintaining the Apparatus and (where applicable) passing, conveying and transmitting the Substances over under or through the Easement Site in any manner and in any quantities.

2. Terms of Easement Secondly referred to in abovementioned Plan

Full free and uninterrupted right for the Proprietor of the Lot Benefited and every person authorised by it from time to time and at all times to have, use and carry out Work in relation to all Landscaping installed or to be installed placed or allowed to remain by the Proprietor of the Lot Benefited on the Easement Site TOGETHER WITH the right for Authorised Users from time to time and at all times with any tools, implements, materials or machinery necessary for the purpose, to enter upon pass over the Work BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also constitute and be covenants and agreements by and between the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

1. The Proprietor of the Lot Benefited and any Authorised User shall take all reasonable precautions to ensure as little disturbance or damage as possible to the Lot Burdened and will as soon as reasonably possible after carrying out the Work restore the Lot Burdened as nearly as practicable to such condition as existed prior to the carrying out of the Work, and such restoration shall be carried out at the cost of the Proprietor of the Lot Benefited.

3220p

Approved by the Council of the Shire of Baulkham Hills,
Acting Shire Clerk

[Handwritten signatures]

REGISTERED 13.4.1992

10 20 30 40 50 60 70 Table of mm 110 120 130 140

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)

All lengths are in metres

Sheet 6 of 22 Sheets

DP 816340

Subdivision of land covered by Council
Clerk's Certificate No.7272 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/6248/44

2. The Proprietor of the Lot Benefited shall at all times maintain and repair the Landscaping at its own cost and expense and the Proprietor of the Lot Burdened shall not be liable for any defect, damage or failure in respect of the Landscaping other than as may be caused or contributed to by the willful or negligent act or omission of the Proprietor of the Lot Burdened, its contractors and employees.

3. The Proprietor of the Lot Benefited shall not permit the Landscaping to fall into disrepair so as to become a hazard or nuisance to any person lawfully upon or within the Lot Burdened or any part of it.

4. The Proprietor of the Lot Benefited shall ensure that the Landscaping does not cause any structural damage to any part of the Lot Burdened.

5. The Proprietor of the Lot Burdened shall not do or allow anything to be done on or adjacent to the Lot Burdened which might damage or destroy the Landscaping.

6. The Proprietor of the Lot Benefited and every Authorised User shall exercise the rights hereby granted so as not to interfere unduly or unreasonably with the rights of the Proprietor of the Lot Burdened and in particular so as not to impede the flow of traffic along the Lot Burdened.

7. Before any Authorised User may exercise the right hereby granted the Proprietor of the Lot Benefited or its nominee shall:

(a) give a reasonable period of notice to the Proprietor of the Lot Burdened or its nominee of the intended exercise of such right and indicating generally the identity of the Authorised Users; and

(b) obtain the consent of the Proprietor of the Lot Burdened which consent shall not be unreasonably withheld and which shall be given or withheld expeditiously. No consent shall be required in the case of an emergency.

8. An Authorised User entering upon the Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the Proprietor of the Lot Burdened hereby releases the Proprietor of the Lot Benefited and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the willful or negligent act or omission of the Proprietor of the Lot Burdened, its contractors or employees.

For the purposes of this easement, unless the contrary intention appears, the following terms have the following meanings:

3220p

Approved by the Council of the Shire of Baulkham Hills,
Acting Shire Clerk

[Handwritten signatures]

REGISTERED 13.4.1992

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 15th April 1992



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)**

All lengths are in metres

Sheet 3 of 22 Sheets

DP B16340

Subdivision of land covered by Council
Clerk's Certificate No. 1772 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

PART 2

1. Terms of Easement Easely referred to in above-mentioned Plan

Full free and unimpeded right for the Proprietor of the Lot Benefited and every person authorised by it from time to time and at all times to have, use and carry out Work in relation to the Apparatus for the provision of the Services and also the right to the free and unimpeded passage of such Services and all or any of them under through on or over the Easement Site TOGETHER WITH the right for Authorised Users from time to time and at all times with any tools, implements, materials or machinery necessary for the purpose to enter upon pass and pass over the Lot BURDENED and to remain there for any reasonable time for the purpose of carrying out the Work BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also constitute and be covenants and agreements by and between the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

1. The Proprietor of the Lot Benefited and any Authorised User shall take all reasonable precautions to ensure as little disturbance or damage as possible to the Lot Burdened and will as soon as reasonably possible after carrying out the Work restore the Lot Burdened as nearly as practicable to such condition as existed prior to the carrying out of the Work and such restoration shall be carried out at the cost of the Proprietor of the Lot Benefited.
2. The Proprietor of the Lot Benefited shall at all times maintain and repair the Apparatus at its own cost and expense and the Proprietor of the Lot Burdened shall not be liable for any defect, breakage or failure in respect of the Apparatus other than as may be caused or contributed to by the willful or negligent act or omission of the Proprietor of the Lot Burdened, its contractors and employees.
3. The Proprietor of the Lot Benefited shall not permit the Apparatus to fall into disrepair so as to become a hazard or nuisance to any person lawfully upon or within the Lot Burdened or any part of it.
4. The Proprietor of the Lot Benefited shall ensure that the Apparatus does not cause any structural damage to any part of the Lot Burdened.
5. The Proprietor of the Lot Burdened shall not do or allow anything to be done on or adjacent to the Lot Burdened which might:
 - (a) damage or destroy the Apparatus;
 - (b) in any way interrupt or interfere with or impair the use or quality of the Services; or
 - (c) impede or prevent the full free and unimpeded flow of the Substances through over or under the Easement Site.

3220p

[Handwritten signatures]

Approved by the Council of the Shire of Baulkham Hills,
Acting Shire Clerk

REGISTERED *[Stamp]* 13.4.1992

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)**

All lengths are in metres

Sheet 4 of 22 Sheets

DP B16340

Subdivision of land covered by Council
Clerk's Certificate No. 1772 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

6.

The Proprietor of the Lot Benefited and every Authorised User shall exercise the rights hereby granted so as not to interfere unduly or unreasonably with the rights of the Proprietor of the Lot Burdened and in particular so as not to impede the flow of traffic along the Lot Burdened.

7. Before any Authorised User may exercise the right of access for the purposes hereby granted the Proprietor of the Lot Benefited or its nominee shall:

- (a) give a reasonable period of notice to the Proprietor of the Lot Burdened of its intended exercise of such right and indicating generally the identity of the Authorised Users; and
- (b) obtain the consent of the Proprietor of the Lot Burdened, which consent shall not be unreasonably withheld and which shall be given or withheld expeditiously. No consent shall be required in the case of an emergency.

8. An Authorised User entering upon any Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the Proprietor of the Lot Benefited hereby releases the Proprietor of the Lot Burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the Lot Burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the willful or negligent act or omission of the Proprietor of the Lot Burdened, its contractors or employees.

For the purposes of this easement, unless the contrary intention appears, the following terms have the following meanings:
 "Apparatus" means all apparatus or any one or more apparatus installed or to be installed on, over, under or through the Easement Site required or necessary for the provision of the Services, including but not limited to, dampers, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, stumps, pits and traps;
 "Authorised User" means the Proprietor of the Lot Benefited and every person authorised by it, including but not limited to the wife, licensee and the duly authorised employees or representatives of the Proprietor of the Lot Benefited and the duly authorised employees of any maintenance contractor engaged by the Proprietor of the Lot Benefited;
 "Easement Site" means that part or those parts of the Lot Burdened shown in the above-mentioned plan as the site of this easement;
 "Proprietor of the Lot Benefited" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in fee simple in the Lot Benefited and each part of the Lot Benefited;

3220p

[Handwritten signatures]

Approved by the Council of the Shire of Baulkham Hills,
Acting Shire Clerk

REGISTERED *[Stamp]* 13.4.1992

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 15th April 1992



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)**

All lengths are in metres

Sheet 21 of 22 Sheets

DP 816340

Subdivision of land covered by Council
Clerk's Certificate No. 7272 of 1991
being the land contained in Certificate
of Title Folio Identifier 102/624844

Name of Authority empowered to release, vary or modify assessment (slightly referred to in
above-mentioned Plan

Prospect County Council

Name of Person empowered to release, vary or modify restrictions (slightly referred to in
above-mentioned Plan

Norwest Association Limited (A.C.N. 003 443 883) of Old Windsor Road Baukham Hills in
New South Wales for such time as it remains the registered proprietor of the lot(s)
benefited by the said restrictions and thereafter by the person or persons in whom the
legal estate in fee simple in such lot(s) is for the time being vested provided that any such
release variation or modification shall if approved be made and done in all respects at the
cost and expense of the person requesting such release variation or modification.

DATED at Sydney this 17th day of March 1992

Approved by the Council of the Shire of Baukham Hills.....

Acting Shire Clerk

[Handwritten signatures]

3220p

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)**

All lengths are in metres

Sheet 22 of 22 Sheets

DP 816340

Subdivision of land covered by Council
Clerk's Certificate No. 7272 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

**THE COMMON SEAL OF
NORTH SYDNEY BRICK AND TILE
COMPANY LIMITED**
(ACN 000 004 633)
was affixed in accordance with
its articles of association in
the presence of:

[Handwritten signature]

Secretary



Director

Execution by Norwest Australia Bank Limited ACN 002 887 987

SHIPPED in my presence by *[Signature]* **Director**
of **Norwest Australia Bank Limited** who hereby declares that
he has no notice of revocation or power of attorney
by virtue of which they have executed this instrument.

Signature of Witness *[Signature]*
Reason of Witness **WILLIAM JOHN PAVINE**
Qualification of Witness *[Signature]* **Justice for the Peace**

Approved by the Council of the Shire of Baukham Hills.....

Acting Shire Clerk

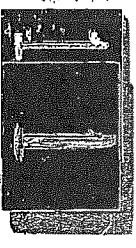
REGISTERED 13.4.1992.

REGISTERED 13.4.1992.

Portable of mm

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This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day 15th April 1992



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED).**

All lengths are in metres

Sheet 1 of 22 Sheets

Subdivision of land covered by Council
Clerk's Certificate No.7272 of 1991
being the land contained in Certificate
of Title Folio Identifier 102/624844

PART 1

Full name and address of
Proprietor of the Land:

North Sydney Brick and Tile Company
Limited
of PO Box 10, Bankham Hills 2153

1. Identity of Easement Firstly
referred to in above-mentioned Plan:

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened

Lot(s) Benefited

Lot 1

Lot 2

2. Identity of Easement Secondly
referred to in above-mentioned Plan:

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Lot(s) Benefited

Lot 1

Lot 2

3. Identity of Easement Thirdly
referred to in above-mentioned Plan:

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened

Lot(s) Benefited

Lot 1

Lot 2

4. Identity of Easement Fourthly
referred to in above-mentioned Plan:

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Lot(s) Benefited

Lot 1

Lot 2

3220p

Approved by the Council of the Shire of Bankham Hills
Acting Shire Clerk

REGISTERED 13.4.1992

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED).**

All lengths are in metres

Sheet 2 of 22 Sheets

Subdivision of land covered by Council
Clerk's Certificate No.7272 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

5. Identity of Easement Fifthly
referred to in above-mentioned Plan:

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Lot(s) Benefited

Lot 1

Lot 2

6. Identity of Easement Sixthly
referred to in above-mentioned Plan:

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Lot(s) Benefited

Lot 1

Lot 2

7. Identity of Easement Seventhly
referred to in above-mentioned Plan:

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Authority Benefited

Lots 1 and 2

Bankham Hills Shire Council

8. Identity of Easement Eighthly
referred to in above-mentioned Plan:

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Authority Benefited

Lot 2

Prospect County Council

9. Identity of Restrictions Ninthly
referred to in above-mentioned Plan:

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Lot(s) Benefited

Lot 1

Lot 2

3220p

Approved by the Council of the Shire of Bankham Hills
Acting Shire Clerk

REGISTERED 13.4.1992

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 15th April 1992



INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)

All lengths are in metres

Sheet 19 of 22 Sheets

DP B16340

Subdivision of land covered by Council
Clerk's Certificate No. 7772 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

"Land" means Lot 102 in Deposited Plan 624844 being the land in Certificate of Title Folio Identifier 102/624844 and each and every part of that land which may, from time to time, be divided or subdivided into separate lots within a plan or plans registered at or with the New South Wales Land Titles Office and in the event of any such division or subdivision this definition shall extend and relate to each such divided or subdivided lot and other separate parcel or land therein or created such division or subdivision.

"LEP 1991" means Local Environmental Plan 1991 of the Council.

"Master Scheme" means the scheme of development for the Land as determined by or adopted by the Association and any relevant Authority from time to time incorporating, but not limited to, the Planning Documents, the Constitution of the Association, the covenants, easements and restrictions at any time applicable to or proposed in relation to the Land, all other relevant planning, development, control or review procedures which arise in respect of or which relate to the Land and its management and administration (including but not limited to the Planning and Design Review Panel and its controls, reviews and procedures) and all arrangements and agreements with the Council (including but not limited to those in the Council Deed), all as varied, amended or substituted from time to time.

"Norwest Business Park" means the Land or such part of the Land or addition to the Land as may from time to time be administered pursuant to or under the Master Scheme.

"Planning and Design Review Panel" means the planning and design review panel established or to be established by the Association pursuant to or under the Constitution of the Association.

"Planning Documents" means LEP 1991, all other relevant environmental planning instruments (as defined in the Environmental Planning and Assessment Act, 1979 (NSW)), all relevant deemed environmental planning instruments (as defined in the Environmental Planning and Assessment Act, 1979 (NSW)), all relevant local environmental planning instruments, Development Control Plans, the Development Guidelines and all other planning policies, plans, instruments, resolutions, documents or directives issued by the Council or any Authority in respect of or in relation to Norwest Business Park.

"Property Development Guidelines" means such guidelines in respect of or relating to development, improvement, landscaping and other matters created or adopted by the Association from time to time in respect of lots within plans registered at the New South Wales Land Titles Office, and being within the Norwest Business Park.

9.3. In these restrictions as to use unless inconsistent with the context:

(a) words importing persons shall include individuals, corporations, bodies corporate or public as the case may be and words importing any of the foregoing shall include such officer of the foregoing as may appropriate.

Approved by the Council of the Shire of Baulkham Hills,
Acting Shire Clerk

3220p

[Handwritten signatures and initials]

REGISTERED 13.4.1992

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 (AS AMENDED)

All lengths are in metres

Sheet 20 of 22 Sheets

DP B16340

Subdivision of land covered by Council
Clerk's Certificate No. 7772 of 1991 being
the land contained in Certificate of Title
Folio Identifier 102/624844

(b) words importing the singular number or plural number shall be deemed to include the plural number or singular number respectively.

(c) words importing any gender shall include all other genders as the case may require;

(d) references to statutes, ordinances or regulations shall include any statutes, ordinances, regulations amending, consolidating or replacing the same and all regulations, ordinances, by-laws and other subordinate or other legislation from time to time relating thereto or in connection therewith;

(e) a reference to any Authority or to the Association or to any other person, corporation or association shall be a reference to them as so constituted from time to time and shall include their successors and permitted assigns and in respect of any Authority, any administrator thereof or other person appointed by or on behalf of the government of New South Wales or any Minister thereof and any body in which that Authority is merged or which, at the relevant time substantially discharges or carries out the functions of that Authority;

(f) a reference to the Planning Documents or any of them, the Constitution of the Association, the Master Scheme or any aspect of it, shall be a reference to them as varied, amended or substituted from time to time to the extent, in respect of the Planning Documents, that such variations, amendments or substitutions are applicable and relevant;

Name of Person empowered to release, vary or modify easements firstly to sixthly inclusive referred to in above-mentioned Plan

Norwest Association Limited (A.C.N. 003 443 383) of Old Windsor Road Baulkham Hills in New South Wales for such time as it remains the registered proprietor of the lot(s) benefited by the said easements and thereafter by the person or persons in whom the legal estate in the simple in such lot(s) is for the time being vested provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

Name of Authority empowered to release, vary or modify easement severally Referred to in above-mentioned Plan

Baulkham Hills Shire Council

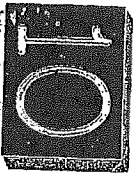
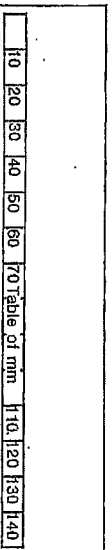
Approved by the Council of the Shire of Baulkham Hills,
Acting Shire Clerk

3220p

[Handwritten signatures and initials]

REGISTERED 13.4.1992

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 15th April 1992



THE COMMON SEAL OF NORTH SYDNEY BRICK AND TILE COMPANY LIMITED WAS HERETO AFFIXED BY AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:



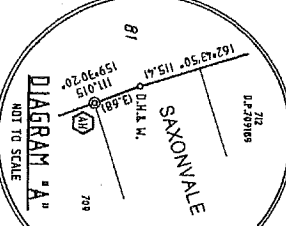
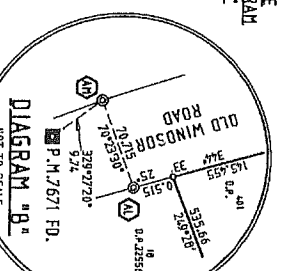
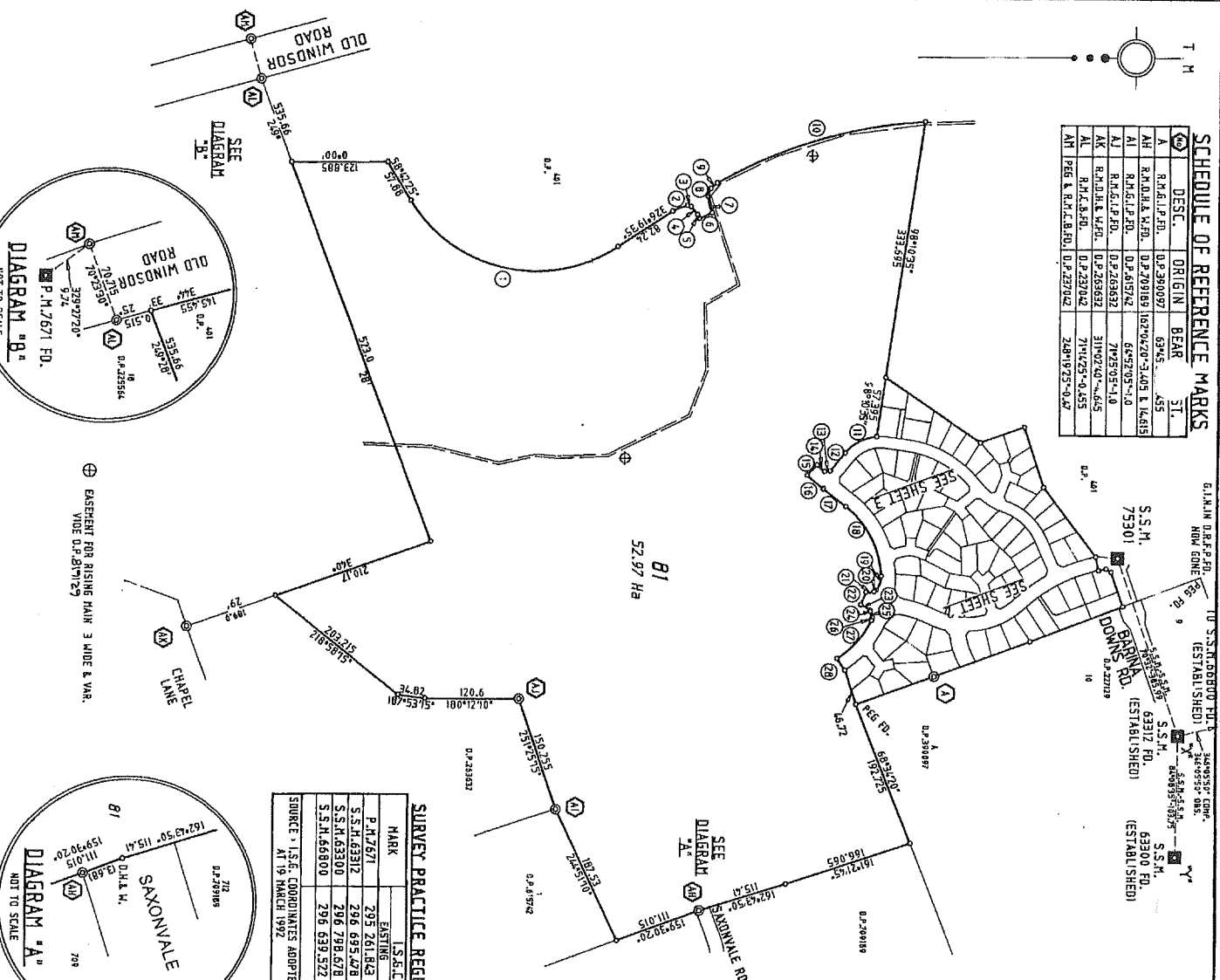
Director

PLAN APPROVED: *[Signature]*
 Crown Lands Office Approval
 Land District: *[Signature]*
 Authorised Officer
 Date: 21/1/1992
 Subdivision No: 7323

Council Clerk's Certificate
 I hereby certify that the Land (General) Act 1919 (other than the requirements for the registration of a plan, and the requirements of Part 2 of the Water Board Act 1907 and Water Supply Amendment Act 1987) have been complied with by the applicant in relation to the proposed SUBDIVISION.
 I have "new roads" substituted or recommended and out lines Council File No. M3601/P.2
 This part of certificate to be deleted where the subdivision is only for a residential purpose and the area of operation of the Metropolitan Road, Sewerage and Drainage Board and the Municipal District Water 7 District is applicable.
 SUPERVISOR'S REFERENCE: 124 970/RI

SCHEDULE OF REFERENCE MARKS

NO	DESC.	ORIGIN	BEAR.	DL.
A	R.M.L.P. FD.	D.P.280097	69.45	4.55
AI	R.M.L.P. FD.	D.P.209189	102°02'00"-54.05 E	14.515
AI1	R.M.L.P. FD.	D.P.45742	68°52'03"-1.0	
AJ	R.M.L.P. FD.	D.P.269692	74°52'03"-1.0	
AK	R.M.L.P. W.F.D.	D.P.269692	311°02'40"-6.65	
AL	R.M.L.P. W.F.D.	D.P.269692	71°14'25"-0.655	
AM	REG. S. R.M.L.P. FD.	D.P.227042	240°19'25"-9.2	



SURVEY PRACTICE REGULATION 1990 CLAUSE 32(2)

MARK	EASTING	NORTHING	ZONE	A.C.
P.M.7671	295 241.842	1 264 667.533	56/1	L
S.S.M.6312	296 695.428	1 265 570.221	56/1	L
S.S.M.6330	296 798.678	1 265 586.808	56/1	L
S.S.M.65800	296 639.522	1 265 802.290	56/1	L

SOURCE: I.L.S.C. COORDINATES ADOPTED FROM N.S.W. LANDS DEPARTMENT AT 19 MARCH 1992

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO	BEAR.	DIST.	ARC	RAD.
1	129°12'27.28	304.73	189	1.89
2	133°45'30"-20.31	20.475	146.5	146.5
3	140°50'45"-0.02	5.15	6.5	6.5
4	51°00'10"-19.15	13.045	26.5	26.5
5	67°32'-5.57	5.57	4.1	4.1
6	33°57'40"-18.0	-	-	-
7	258°46'35"-21.33	21.46	56.5	56.5
8	287°02'50"-10.975	11.185	16.5	16.5
9	318°07'59"-10.66	10.255	26.5	26.5
10	343°14'25"-22.5415	278.175	591	591
11	157°08'50"-45.5	46.78	57.5	57.5
12	128°50'25"-29.765	-	-	-
13	174°28'10"-6.985	-	-	-
14	221°48'15"-12.67	12.67	32.1	32.1
15	135°8'05"-18.0	-	-	-
16	48°41'35"-26.52	26.525	39.9	39.9
17	48°41'35"-26.52	26.525	39.9	39.9
18	62°04'30"-100.225	103.095	121	121
19	108°50'05"-19.235	19.88	26.5	26.5
20	143°39'05"-3.61	3.035	6.5	6.5
21	175°16'55"-10.395	10.51	16.5	16.5
22	112°24'0"-17.66	-	-	-
23	32°07'21"-13.525	13.71	26	26
24	6°01'30"-4.8	1.61	4	4
25	272°29'40"-4.72	-	-	-
26	108°24'45"-5.52	3.575	16.5	16.5
27	131°16'55"-65.105	65.86	121	121
28	56°52'30"-18.0	-	-	-

OFFICE USE ONLY

DP 819131

Registered: 27-7-1992

CA No 7323 OF 21-7-1992

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U7160 - 25-5-51

Last Plan: DP 819129

PLAN: DP SUBDIVISION OF LOT 302.D.P.819129

Lengths are in metres. Reduction Ratio: 1:4000

Other Sites: BAULKHAM HILLS PARKER HILLS CASTLE HILL CUMBERLAND

County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets

1. HURDLY ADJUDICIAL ASSISTANTS:
 SUD SHIVERS P.L.
 or J.P. RESID: STERNEFALKLAND SQUARE
 a surveyor registered under the Surveyors Act, 1932, as amended, I hereby certify that the survey represented on this plan was made in accordance with the Surveyors Act, 1932, and any special requirements of the Department of Lands, and was completed on 4-5 JUNE 1992.

Signature: *[Signature]*
 Name of Surveyor: Sud Shivers
 Date of Survey: 4-5 JUNE 1992

Plans used in preparation of survey/development:
 DP 816 343 DP 263 632
 DP 227 129 DP 237 042
 DP 390 097
 DP 709 189
 DP 615 742

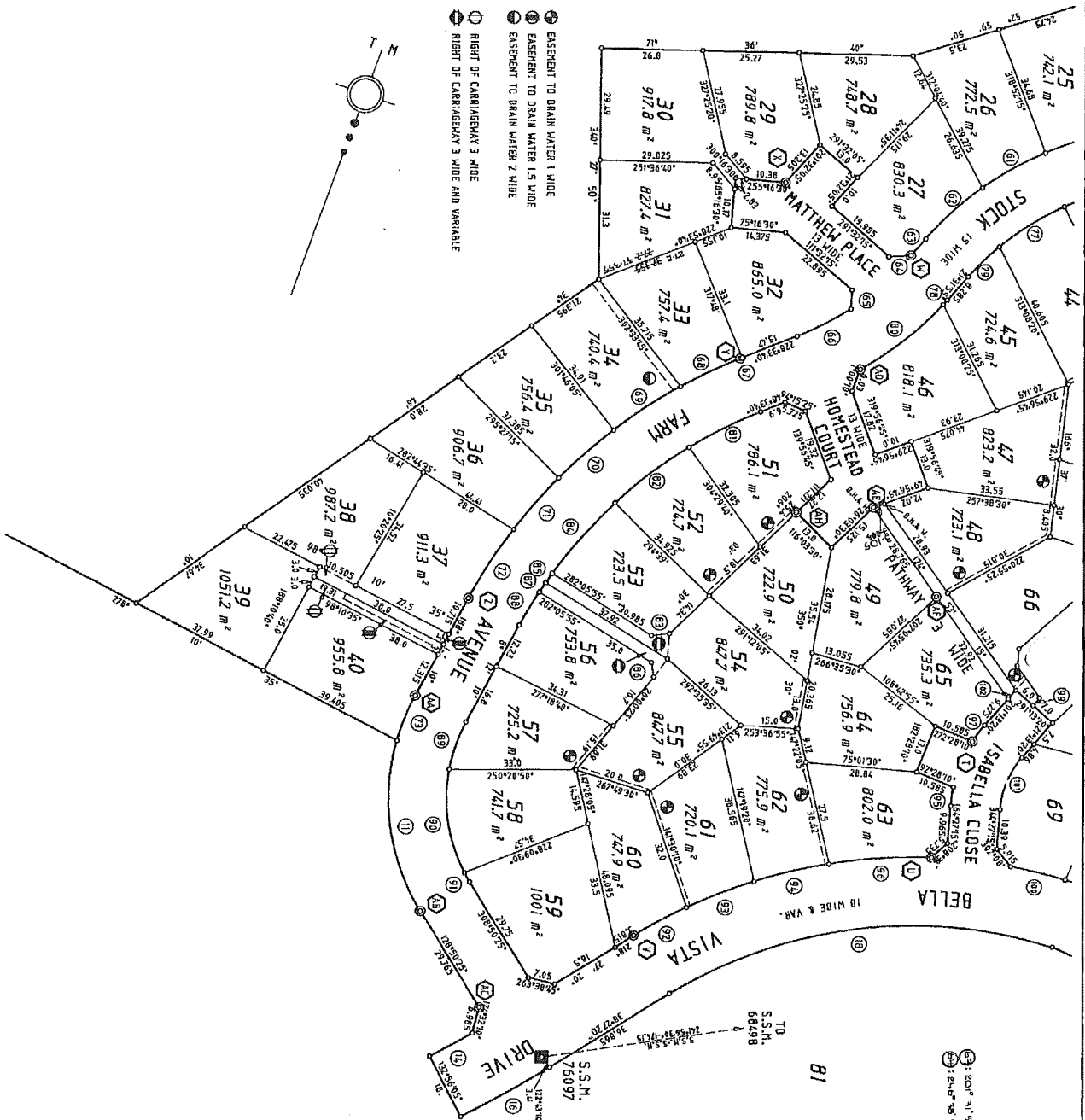
PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage easements, easements, or the use of land or positions co-ordinate.

IT IS INTENDED TO DEDICATE:
 1. SECTION 88 AVENUE
 2. SECTION 88 AVENUE
 3. SECTION 88 AVENUE
 4. SECTION 88 AVENUE
 5. SECTION 88 AVENUE
 6. SECTION 88 AVENUE
 7. SECTION 88 AVENUE
 8. SECTION 88 AVENUE
 9. SECTION 88 AVENUE
 10. SECTION 88 AVENUE

PURSUANT TO SECTION 88 OF THE GOVERNMENT ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:
 1. EASEMENT TO DRAIN WATER 1.5 WIDE
 2. EASEMENT TO DRAIN WATER 2 WIDE
 3. RIGHT OF CARRIAGEWAY 3 WIDE AND 3 WIDE & VARIABLE
 4. EASEMENT FOR UNDERGROUND MAINS 1 WIDE
 5. EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE
 6. RESTRICTION ON THE USE OF LAND
 7. RESTRICTION ON THE USE OF LAND
 8. RESTRICTION ON THE USE OF LAND
 9. RESTRICTION ON THE USE OF LAND
 10. RESTRICTION ON THE USE OF LAND

To be used in conjunction with Plan Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF SHORT & CURVED BOUNDARIES

NO	BEAR. & DIST.	ARC	RAD.
60	BEAR. & DIST.	ARC	RAD.
61	220°54'15"-18.975	19.015	87.5
62	208°06'20"-20.023	20.07	87.5
63	246°35'59"-25.667	-	-
64	49°56'44"-35.885	-	-
65	163°01'03"-41.97	-	-
66	322°25'10"-45.51	15.54	72.5
67	228°35'05"-48.531	-	-
68	228°28'25"-17.195	17.205	137.5
69	217°01'15"-20.955	20.98	137.5
70	208°40'15"-18.085	19.1	137.5
71	200°57'20"-17.915	17.93	137.5
72	192°42'40"-21.62	21.64	137.5
73	181°49'40"-17.265	17.295	57.5
74	39°27'10"-20.065	20.13	72.5
75	22°04'15"-17.575	17.575	87.5
76	26°01'05"-11.33	11.34	72.5
77	319°35'37"-27.66	27.775	87.5
78	330°39'25"-24.28	24.32	122.5
79	244°04'50"-24.725	-	-
80	319°35'37"-27.66	27.775	87.5
81	43°39'10"-20.96	20.985	122.5
82	330°39'25"-24.28	24.32	122.5
83	244°04'50"-24.725	-	-
84	319°35'37"-27.66	27.775	122.5
85	151°04'05"-31.005	31.005	122.5
86	331°03'10"-31.94	-	-
87	139°19'55"-3.0	3.0	122.5
88	10°35'-10.18	10.185	122.5
89	359°19'50"-13.11	13.16	42.5
90	331°03'10"-31.94	28.12	42.5
91	310°42'50"-2.25	2.25	42.5
92	321°41'10"-15.675	15.685	139
93	228°48'40"-18.875	18.89	139
94	236°49'25"-19.975	19.99	139
95	161°19'39"-9.4	9.45	36.5
96	245°28'28"-26.795	26.795	139
97	196°45'8"-5.645	5.64	36.5
98	168°04'45"-4.515	-	-
99	201°19'05"-2.655	-	-
100	242°42'31"-14.825	14.835	139
101	2°30'10"-14.825	15.08	23.5
102	217°55'55"-4.86	-	-
103	152°08'50"-4.45	4.478	57.5
104	22°48'15"-12.67	12.67	321
105	40°41'35"-26.52	26.525	339
106	63°42'30"-100.825	103.925	121
107	102°20'13"-20"-3.085	-	-

SCHEDULE OF REFERENCE MARKS

NO	DESC.	ORIGIN	BEAR. & DIST.
T	R.M.D.H.M.	PLACED	344°27'15"-45.9
U	R.M.D.H.M.	PLACED	344°27'15"-45.9
V	R.M.D.H.M.	PLACED	341°57'15"-34.8 & 14.6
W	R.M.D.H.M.	PLACED	330°47'20"-3.5 & 11.6
X	R.M.D.H.M.	PLACED	294°31'50"-34.8 & 11.6
Y	R.M.D.H.M.	PLACED	291°19'15"-48.5
Z	R.M.D.H.M.	PLACED	291°12'15"-5.0
1	R.M.D.H.M.	PLACED	318°33'40"-34.8 & 11.6
2	R.M.D.H.M.	PLACED	278°12'10"-34.8 & 11.6
3	R.M.D.H.M.	PLACED	278°12'10"-34.8 & 11.6
4	R.M.D.H.M.	PLACED	218°50'25"-3.5 & 11.6
5	R.M.D.H.M.	PLACED	218°50'25"-3.5 & 11.6
6	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
7	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
8	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
9	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
10	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
11	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
12	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
13	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
14	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
15	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
16	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
17	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
18	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
19	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
20	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
21	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
22	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
23	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
24	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
25	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
26	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
27	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
28	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
29	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
30	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
31	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
32	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
33	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
34	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
35	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
36	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
37	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
38	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
39	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
40	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
41	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
42	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
43	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
44	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
45	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
46	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
47	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
48	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
49	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
50	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
51	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
52	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
53	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
54	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
55	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
56	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
57	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
58	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
59	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
60	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
61	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
62	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
63	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
64	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
65	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6
66	R.M.D.H.M.	PLACED	130°45'15"-3.4 & 11.6

Plan Drawing only to appear in this space

Registered: **DP 819131**
 27-7-1992
 This plan is a copy of the original plan of 21-7-1992
 Surveyor registered under Surveyors Act 1939
 This is a copy of the original plan of 21-7-1992
 For use where space is insufficient in any panel on Plan Form 2
 Council Clerk
 Reduction Ratio: 1:800
 SURVEYORS REFERENCE: 124970/A/1
 PLAN AMENDED IN LTO AT SURVEYORS REQUEST

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

Sheet 1 of 11 Sheets

Lengths are in metres

Plan: DP819131

Subdivision of Lot 302 DP 819129
covered by Council Clerk's
Certificate No. 7323
dated 21-7-1992.

Full Name and Address
of Proprietor of the Land:

North Sydney Brick and Tile
Company Limited, Level 15, 1
York Street, Sydney

1. Identify of easement
firstly referred to in
abovementioned Plan:

Easement to drain water 1 wide
and 1.5 wide.

Schedule of lots etc. affected

Lots Burdened

Lots Benefitted

3	1
6	5
12	18 and 19
16	17
18	19
38	37
39	37 and 38
41	42
44	43
45	43 and 44
47	43, 44 and 45

REGISTERED 27-7-1992

[Handwritten signature]

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

DP
819131

Sheet 2 of 11 Sheets

Lengths are in metres

Plan:

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.

dated 1992.

48	43, 44, 45 and 47
51	52 and 53
52	53
54	50
55	56 and 57
57	56
61	55, 56, 57 and 60
62	50 and 54
66	67
68	75
69	68 and 75

2. Identity of easement
secondly referred to in
the abovementioned Plan:

Easement to drain water 2 wide.

Lots Burdened

Lots Benefitted

20
21
34

Lot A of D.P. 390097
Lot 20 plus Lot A of D.P. 390097
Lot 304 of D.P. 819129

Now LOTS 1 & 2 IN DP 817636

REGISTERED 27-7-1992

[Handwritten signatures]

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

DP
819131

Sheet 3 of 11 Sheets

Lengths are in metres

Plan:

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.
dated 1992.

3. Identity of easement
thirdly referred to in
the abovementioned Plan:

Right of Carriageway 3 wide and
3 wide and variable.

Lots Burdened

Lots Benefitted

38
39
54
55

39
38
55
54

4. Identity of easement
fourthly referred to in
the abovementioned Plan:


Easement for underground mains 1
wide.

Lots Burdened

Name of Authority Benefitted

67 and 76

The Prospect County Council.

REGISTERED  27-7-1992

[Handwritten signatures]

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

Sheet 4 of 11 Sheets

Lengths are in metres

Plan:

DP
819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.
dated 1992.

5. Identity of easement
fifthly referred to in the
abovementioned Plan:

Easement for electricity
purposes 2.75 wide.

Lots Burdened

Name of Authority Benefitted

69

The Prospect County Council

6. Identity of restriction
sixthly referred to in
abovementioned Plan:

Identity of restriction
referred to in the
abovementioned Plan:


Restriction on the use of land.

Lots Burdened

Lots Benefitted

Each lot

Each and every other lot

REGISTERED  27-7-1992

[Handwritten signatures and initials]

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

Sheet 5 of 11 Sheets

Lengths are in metres

Plan: **DP**
819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.

dated 1992.

PART 2

The person or authority empowered to release vary or modify the easements or restrictions firstly secondly and thirdly referred to above is The Council of the Shire of Baulkham Hills.

TERMS OF EASEMENT FOR UNDERGROUND MAINS 1 WIDE FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

[Handwritten signature]
An easement for the transmission of electricity with full and free right leave liberty and licence for the ~~company~~ ^{Council} and its successors to erect, construct, place, repair, renew, maintain, use and remove underground electricity transmission mains, wires, cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection, construction and placement of the electricity transmission mains wires, cables and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors, workmen, vehicles, materials, machinery or implement or with any other necessary things or persons and to place and

[Handwritten signatures]
REGISTERED  27-7-1992

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

Sheet 6 of 11 Sheets

Lengths are in metres

Plan: **DP**
819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.

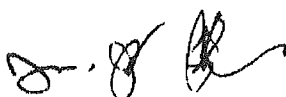
dated 1992.

leave thereon or remove therefrom all necessary materials
machinery implements and things AND the Registered Proprietor for
the time being of the land hereby burdened shall not erect or
permit to be erected any building or other erection of any kind
or description on, over or under the said easement or alter the
surface level thereof or carry out any form of construction
affecting the surface, undersurface or subsoil thereof without
the Council's permission in writing being first had and obtained
PROVIDED that anything permitted by the Council under the
foregoing covenant shall be executed in all respects in
accordance with the reasonable requirements of the Council and to
the reasonable satisfaction of the Engineer of the Council for
the time being.

The authority having the right to release vary or modify this
easement is The Prospect County Council.

TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE FIFTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN

An easement for the transmission of electricity and for that
purpose to install all necessary equipment (including
transformers and underground transmission mains, wires and
cables), together with the right to come and go for the purposes
of inspecting, maintaining, repairing, replacing and/or removing
such equipment and every person authorised by the Prospect County
Council to enter into and upon the said easement or any part
thereof at all reasonable times and to remain there for any
reasonable time with surveyors, workmen, vehicles things or
persons and to bring and place and leave thereon or remove



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

Sheet 7 of 11 Sheets

Lengths are in metres

Plan: **DP**
819131 /

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.
dated 1992.

therefrom all necessary materials, machinery, implements and things provided that the Prospect County Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

The authority having the right to release vary or modify this easement is Prospect County Council.

TERMS OF RESTRICTION AS TO THE USE OF LAND SIXTHLY REFERRED TO
IN THE ABOVEMENTIONED PLAN

- (a) No building shall be erected or permitted to remain erected on each lot burdened unless the external walls thereof are constructed of brick, stone, glass, timber, concrete, aluminium, hardboard sheeting or any combination thereof PROVIDED THAT the proportion of the external walls constructed of timber, concrete, aluminium, hardboard sheeting or any combination thereof shall not exceed twenty five per centum (25%) of the total area of the external walls.



S B D B G M

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

Sheet 8 of 11 Sheets

Lengths are in metres

Plan: **DP**
819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.
dated 1992.

- (b) No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 200 square metres exclusive of car accommodation, external landings and patios.
- (c) No building shall be erected or be permitted to remain erected on each lot burdened to be used for any other purpose than for residential purposes.
- (d) No building shall be erected on each lot burdened having a roof other than terra cotta roof tiles or concrete roof tiles with a pitch less than three degrees to the horizontal.
- (e) No fence shall be erected or permitted to remain on the lot burdened if the same:
- (i) is erected between the building line fixed by Baulkham Hills Shire Council in respect of the lot burdened and any public street or public way to which the front of the main building erected on the said lot burdened faces. Where the said lot is a corner lot this restriction shall apply to both street frontages.

REGISTERED  27-7-1992

S. R. D. G. Y. J.

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

Sheet 9 of 11 Sheets

Lengths are in metres

Plan: **DP**
819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.
dated 1992.

- (ii) exceeds 1.8 metres in height; or
- (iii) is constructed of materials other than brick, masonry, chainwire, lapped and capped stained timber or brushwood.
- (f) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by North Sydney Brick and Tile Company Limited without the consent of North Sydney Brick and Tile Company Limited but such consent shall not be withheld if such fence is erected without expense to North Sydney Brick and Tile Company Limited provided that this restriction shall remain in force only during such time as North Sydney Brick and Tile Company Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.
- (g) No temporary, partial or relocated buildings or structures shall be erected or be permitted to remain on each lot burdened unless for use in connection with the building of the residence.
- (h) No excavation material, trees, rubbish, builders waste or



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

Sheet 10 of 11 Sheets

Lengths are in metres

Plan:

DP
819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.

dated 1992.

other substances shall be deposited on adjoining lots to
the lot burdened.

- (i) No driveway or entrance to any building erected on each lot burdened shall be constructed or be permitted to remain constructed unless it be constructed of asphalt, pavers or concrete with exposed aggregates, stamped or coloured.
- (j) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- (k) In these restrictions as to user:
"North Sydney Brick and Tile Company Limited" shall mean North Sydney Brick and Tile Company Limited its successors nominees or assigns other than purchases on sale
"the plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

REGISTERED



27-7-1992

[Handwritten signatures]

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

Sheet 11 of 11 Sheets

Lengths are in metres

Plan: **DP**
819131

Subdivision of Lot 302 DP
covered by Council Clerk's
Certificate No.

dated 1992.

- (1) The person having the right to release, vary or modify these restrictions is North Sydney Brick and Tile Company Limited for such period as it is the registered proprietor of any land in the plan or for the period of fifteen years from the date of the plan whichever is the later.

THE COMMON SEAL of NORTH SYDNEY BRICK AND TILE COMPANY LIMITED was hereunto affixed by resolution of the Directors in the presence of:

Common Seal of NORTH SYDNEY BRICK AND TILE COMPANY LIMITED A.C.N. 004 034 617
James Wrayson
Secretary

SIGNED in my presence by MARK WILLIAM ASHTON and LEO VINCENT GRANT the duly constituted Attorneys of NATWEST AUSTRALIA BANK LIMITED, who hereby state that they have no notice of revocation of Power of Attorney No. 279 Book. 3850 by virtue of which they have just executed this Instrument.

Signature of Witness
Name of Witness WILLIAM JOHN PAYNE
Qualification of Witness Justice of the Peace

Approved by the Council of the Shire of Baulkham Hills 0706X

Acting Shire Clerk

REGISTERED 27-7-1992

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**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in Metres

Sheet 1 of 2 sheets

DP 869304

Subdivision of Lot 5062 in DP 862422
covered by Council Certificate
No. 8425 of 10.6.1997

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

Norwest Limited
Old Windsor Road
BAULKHAM HILLS NSW 2153

Part 1

1. Identity of restriction firstly referred to in the abovementioned plan: Restriction on the Use of Land

Schedule of Lots, etc affected

Lot burdened	Name of Authority benefited
Lot 5061	Baulkham Hills Shire Council

Part 2

1. Terms of Restriction on the Use of Land firstly referred to in the abovementioned plan.

No further development is to take place on the lot burdened until the said lot is re-subdivided in accordance with the requirements of Baulkham Hills Shire Council. This restriction shall stay in force until the registration of the plan of the said re-subdivision at the Land Titles Office.

The Authority having the right to release vary or modify this restriction until the registration of the plan of the said re-subdivision at the Land Titles Office is Baulkham Hills Shire Council, and after such plan registration, the registered proprietor of the lots or lots so created upon such plan registration.

Approved by Baulkham Hills Shire Council

.....
Authorised Officer.

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND INTENDED
TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in Metres

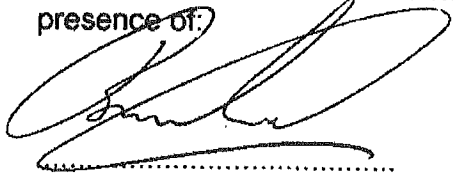
Sheet 2 of 2 sheets

Authorised Officer.

DP 869304

Subdivision of Lot 5062 in DP 862422
covered by Council Certificate
No. 8425 of 10-6-1997

THE COMMON SEAL OF NORWEST
LIMITED was hereunto affixed by
resolution of the Directors in the
presence of:



Secretary



Jocia Wagner
.....
Director

[Signature]
.....
Director

Westpac Banking Corporation
ARBN 007 457 141

the Mortgagee under Mortgage
No. 2002184 HEREBY

CONSENTS to the within
Section 88B instrument

Dated this 16th day of June 1997

Westpac Banking Corporation
By its Attorneys

[Signature]
..... Senior Manager

EVAN GILLOT
..... Manager Legal

Power of Attorney dated the
8 February, 1994
Registered No. 390 Book. 4047

[Signature]
.....
BANK OFFICER/130 Antip Street Sydney
Westpac Banking Corporation

Approved by Baulkham Hills Shire Council

[Signature]
.....
Authorised Officer.



SEALING AND STATEMENTS OF INTENTION TO OBTAIN
 A certificate of approval for the proposed subdivision of land under the provisions of the Subdivision Act 1988 and the Regulations made thereunder, and for the proposed easements, is hereby granted by the Council of the City of Melbourne on the condition that the applicant shall comply with the following conditions:

1. The applicant shall comply with the provisions of the Subdivision Act 1988 and the Regulations made thereunder.

2. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

3. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

4. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

5. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

6. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

7. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

8. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

9. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

10. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

Council Clerk's Certificate

Whereas the Council of the City of Melbourne has considered the application for the proposed subdivision of land under the provisions of the Subdivision Act 1988 and the Regulations made thereunder, and for the proposed easements, and has resolved to grant a certificate of approval for the proposed subdivision of land under the provisions of the Subdivision Act 1988 and the Regulations made thereunder, and for the proposed easements, on the condition that the applicant shall comply with the following conditions:

1. The applicant shall comply with the provisions of the Subdivision Act 1988 and the Regulations made thereunder.

2. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

3. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

4. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

5. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

6. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

7. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

8. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

9. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

10. The applicant shall comply with the provisions of the Planning and Environment Act 1987 and the Regulations made thereunder.

THE COMMON SEAL OF NORTH SYDNEY BRICK AND TILE COMPANY LIMITED WAS HERETO AFFIXED BY AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:

W. J. ...
W. J. ...
W. J. ...
W. J. ...

SEALS MARK

Crown Lands Office Approval

PLAN APPROVED (Signature)
 Authorised Officer
 Paper No. ...
 Field Book ...

SUBDIVISION

Subdivision No. **7565**

Original No. **SUBD 4218, M 9410**

Original Date **15-12-1993**

Original Plan No. **7565**

Original Date **15-12-1993**

Original Plan No. **7565**

Original Date **15-12-1993**

Original Plan No. **7565**

Original Date **15-12-1993**

PROPOSED EASEMENT FOR WATER SUPPLY 15 MIDE

PROPOSED EASEMENT FOR WATER SUPPLY 7 MIDE

PROPOSED EASEMENT FOR CONSTRUCTION & ACCESS 7 MIDE

EASEMENT FOR SERVICES

EASEMENT FOR SIGNAGE, FLAGPOLES & STREET FURNITURE

EASEMENT FOR RECREATIONAL FACILITIES

EASEMENT FOR JETTY STRUCTURES & PIERS

RIGHT OF WAY 9.6 MIDE

PROPOSED EASEMENT FOR TRANSMISSION LINE 30.04 MIDE

EASEMENT FOR RISING MARK 3 MIDE & VAR. WIDE D.P. 819129

EASEMENT FOR TRANSMISSION LINE 30 MIDE WIDE VIDE BLOCK 4211 E 61205

PROPOSED EASEMENT FOR WATER SUPPLY VAR. WIDE AS DERIVED ON DP 648521

SCHEDULE OF REFERENCE MARKS

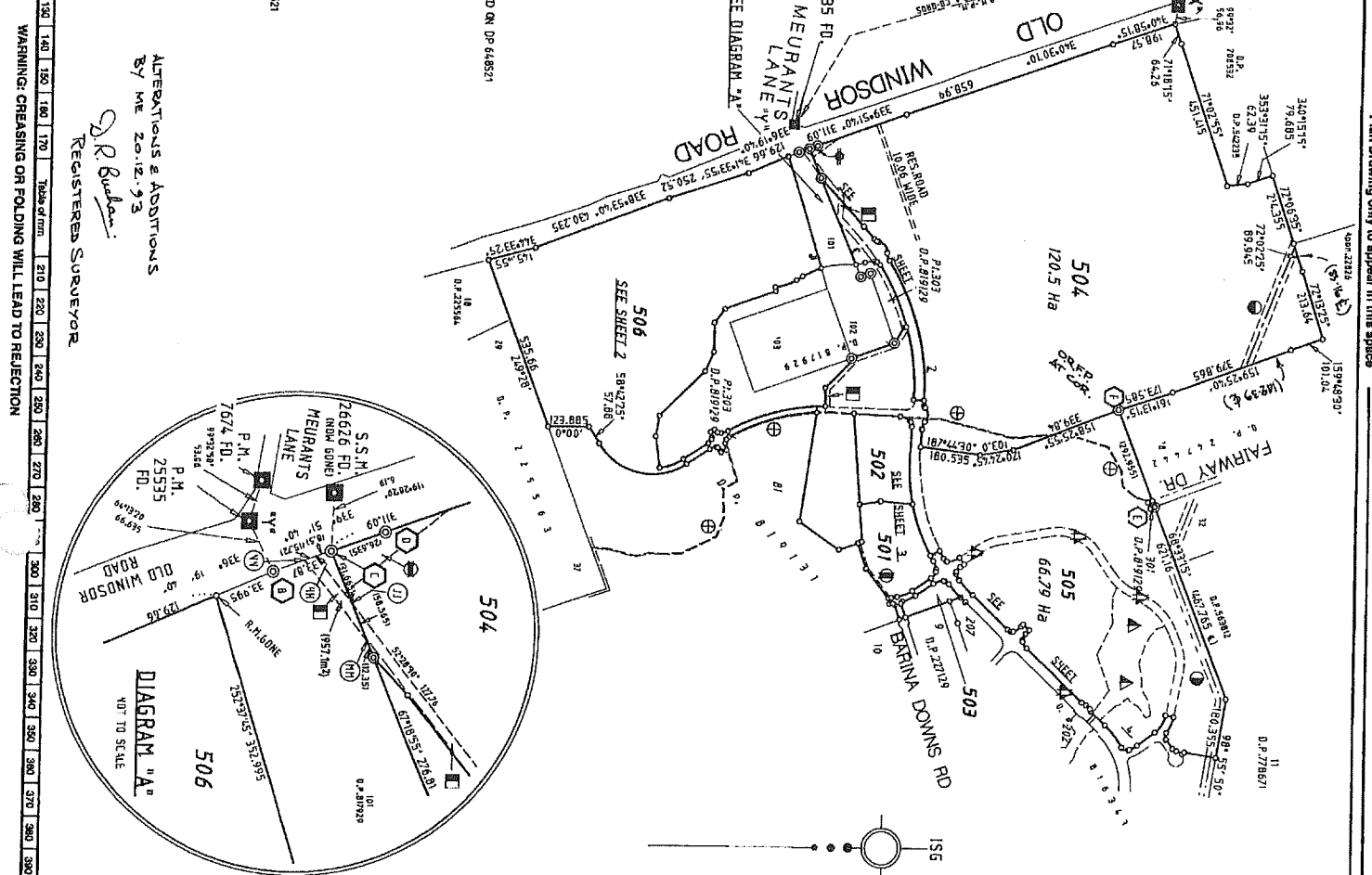
NO.	DESC.	ORIGIN	BEAR. & DIST.
A	R.M. CONCRETE	D.P. 227042	68°55'40"-S 55'S
B	R.M. G.P. 12	D.P. 227042	0°19'40"-S 44°40' N 0°19'40' S
C	R.M. G.P. 12	D.P. 227042	0°19'40' S
D	R.M. G.P. 12	D.P. 227042	0°19'40' S
E	R.M. CONCRETE	D.P. 227042	0°19'40"-S 44°40' N 0°19'40' S
F	R.M. G.P. 12	D.P. 227042	0°19'40"-S 44°40' N 0°19'40' S

SUBJECT PRACTICE REGULATION 1990 (CLAUSE 22(2))

MARK	EASTING	NORTHING	ZONE	ACC.
P.M. 25535	294 924.790	1 265 100.246	56/L	2
P.M. 7674	294 872.270	1 265 109.049	56/L	2
P.M. 25533	294 925.182	1 266 271.372	56/L	2

ALTERATIONS & ADDITIONS BY ME 20-12-93

S.R. ...
 REGISTERED SURVEYOR



OFFICE USE ONLY

DP 835983

Registered: **22-12-1993**

CA: No **7565** OF 15-12-1993

The System: **TORRENS**

Proposed: **SUBDIVISION**

Plan: **DP 819130**

Plan: **OF SUBDIVISION OF LOT 401 D.P. 819130**

Lengths are in metres. Reduction Ratio: 1:10000

L.S.A. **BAUKHAM HILLS**

Locality: **BAUKHAM HILLS**

Parish: **CASTLE HILL**

County: **CUMBERLAND**

This is sheet 1 of my plan in 4 sheets (Delete if inapplicable)

DORIAN ROSS SUTCHMAN

Signature: *Dorian Ross Sutchman*

As regards the facts of subdivision, I am a surveyor registered under the Surveyors Act 1992, having been so registered since the 28th day of August 1989 and was employed on 28th Nov 93

Printed name of Surveyor: **Dorian Ross Sutchman**

Printed date of Survey: **20-12-93**

Plans used in preparation of survey/compilation: **D.P. 819130, D.P. 819129, D.P. 648521**

PRINTED FOR USE ONLY for statements of public reserves, then public restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88 OF THE CONVEYANCING ACT 1994 AS AMENDED IT IS INTENDED TO CREATE:

1. RIGHT OF CARPARKWAY AND EASEMENT FOR SERVICES 31 MIDE, 18 MIDE & VARIABLE
2. EASEMENT FOR SERVICES 31 MIDE, 18 MIDE & VARIABLE
3. EASEMENT FOR LANDSCAPING 31 MIDE, 18 MIDE & VARIABLE
4. EASEMENT FOR SIGNAGE, FLAGPOLES & STREET FURNITURE 31 MIDE, 18 MIDE & VARIABLE
5. EASEMENT FOR TRANSMISSION LINE 30 MIDE WIDE VIDE BLOCK 4211 E 61205
6. RESTRICTION ON THE USE OF LANDS.

STATUS OF SEMS CONFIRMED BY S.C.I.M.S. 2.12.1993

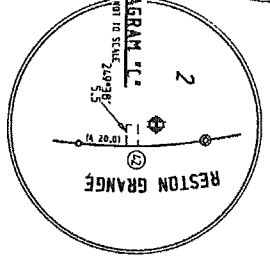
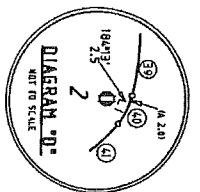
PLAN AMENDED IN LTO AT SURVEYOR'S REQUEST 22.12.93

Y 0 0 6 A 4 A

SCHEDULE OF REFERENCE MARKS

NO	DESC.	ORIGIN	BEAR.	& DIST.
1	R.M.G.P.F.D.	D.P. 817929	126°58'49"	1.415 MOD. 61M
J	R.M.D.H.A.F.D.	D.P. 664852	228°07'26.83	
K	R.M.D.H.A.F.D.	D.P. 819131	257°48'30"	3.4 & 14.6
L	R.M.D.H.A.F.D.	D.P. 819129	159°00'15"	4.4 & 13.7
M	R.M.D.H.A.F.D.	D.P. 819130	160°51'15"	4.3 & 18.4
N	R.M.D.H.A.F.D.	D.P. 819130	234°48'34.4"	14.6
O	R.M.D.H.A.F.D.	D.P. 819130	234°48'34.4"	14.6
P	R.M.D.H.A.F.D.	D.P. 819130	328°49'24.4"	11.0
R	R.M.S.L.P.	PLACED	182°53'30.0"	
S	R.M.S.L.P.	PLACED	182°53'30.0"	

- ESSEMENT FOR ELECTRICITY PURCHASES 2.5 WIDE D.P. 819130
- ESSEMENT FOR ELECTRICITY PURCHASES 2.75 WIDE D.P. 819130
- ESSEMENT FOR LANDSCAPING
- ESSEMENT FOR SERVICES
- ESSEMENT FOR STORMWATER AND STREET FURNITURE
- RIGHT OF EASEMENT AND ESSEMENT FOR SERVICE
- ESSEMENT FOR RISING MAIN 3 WIDE & VAR. VIDE D.P. 819129
- ESSEMENT FOR WATER SUPPLY
- PROPOSED ESSEMENT FOR WATER SUPPLY 1.7 WIDE
- PROPOSED ESSEMENT FOR WATER SUPPLY 2.75 WIDE
- PROPOSED ESSEMENT FOR CONSTRUCTION & ACCESS 7 WIDE
- ESSEMENT FOR SUPPORT 3.5 WIDE

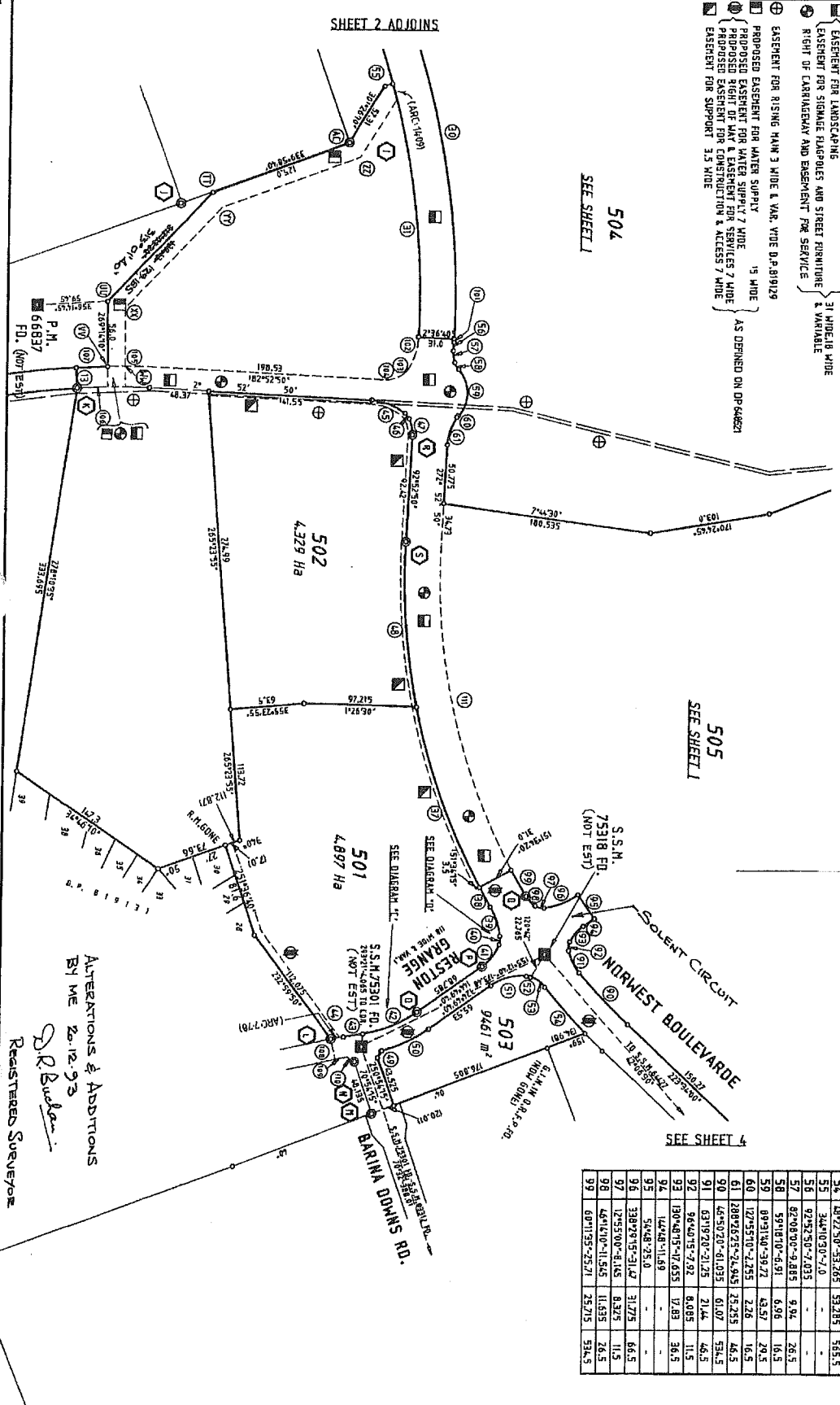


SCHEDULE OF SHORT & CURVED BOUNDARIES

NO	BEAR. & DIST.	ARC	RAD.	NO	BEAR. & DIST.	ARC	RAD.
101	92°44'00"	-3.55	3.55	37	69°58'55"	-165.43	166.025
102	107°44'00"	-29.55	29.69	38	60°58'55"	-105.54	106.025
103	131°10'00"	-3.32	3.32	39	71°47'55"	-26.88	27.035
104	151°10'00"	-19.66	20.15	40	95°44'55"	-7.915	7.915
105	181°09'20"	-39.715	38.275	41	120°40'55"	-23.955	23.955
106	195°48'10"	-65.445	63.495	42	157°43'10"	-48.075	50.1
107	197°51'50"	-26.205	26.205	43	170°39'45"	-17.205	-
108	77°48'50"	-18.0	-	44	169°14'15"	-10.88	10.885
109	169°27'10"	-10.91	10.91	45	215°32'55"	-30.295	30.855
110	169°27'10"	-10.91	10.91	46	51°18'25"	-5.06	5.095
111	257°13'50"	-288.458	292.085	53A.5	-	-	-

SCHEDULE OF SHORT & CURVED BOUNDARIES

47	77°18'00"	-14.235	14.45	56.5
48	65°38'10"	-14.842	15.0	56.5
49	296°24'35"	-6.795	-	56.5
50	334°48'10"	-6.401	45.04	129
51	344°14'15"	-11.695	32.28	46.5
52	112°25'55"	-3.91	3.92	16.5
53	343°39'15"	-15.005	15.21	26.5
54	149°22'50"	-53.265	53.285	56.5
55	344°10'50"	-1.0	-	-
56	92°25'50"	-7.025	-	-
57	82°08'00"	-3.885	9.94	26.5
58	99°18'10"	-6.91	6.96	16.5
59	09°13'40"	-39.77	43.57	29.5
60	127°55'10"	-2.255	2.26	16.5
61	128°02'55"	-74.955	75.255	46.5
90	146°50'20"	-61.035	61.07	53A.5
91	63°19'20"	-21.25	21.44	46.5
92	84°40'15"	-7.92	8.085	11.5
93	130°48'15"	-17.635	17.83	36.5
94	144°48'15.9	-	-	-
95	54°48'25.0	-	-	-
96	338°29'15"	-31.2	31.775	66.5
97	125°50'00"	-8.145	8.325	11.5
98	144°14'10"	-11.545	11.635	26.5
99	60°11'35"	-23.71	23.715	33A.5



ALTERATIONS & ADDITIONS
 BY ME 20.12.93
P.R. Rudman
 Registered Surveyor

DP 835983
 Registered 22.12.1993
 This is sheet 3 of my plan in 4 sheets dated 29.11.93
P.R. Rudman
 Surveyor registered under Surveyors Act 1929
 This is sheet 3 of my plan in 4 sheets dated 29.11.93
 drawn covered by my Certificate No. 112500
 For use where space is insufficient in any panel on Plan Form 2
 Surveyor's reference: West Bay Residence.
 Reduction Ratio: 1:12500

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

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

Length In Metres Sheet 1 of 12 Sheets

PART 1

Plan: D.P. 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate N° 7565
dated 15-12-1993

Full name and address of
Proprietor of the Land

North Sydney Brick and Tile Co Limited
Level 15
1 York Street
SYDNEY NSW 2000

1. Identity of easement firstly referred
to in the abovementioned plan.
Right of carriageway and easement for
services 31 wide, 18 wide and variable

Schedule of Lots Affected etc

Lots Benefited

505 502

2. Identity of easement secondly referred
to in the abovementioned plan.
Easement for services 31 wide,
18 wide and variable

Schedule of Lots Affected etc

Lots Burdened

Lots Benefited

505 and 506 Lot 2 DP 816340

3. Identity of easement thirdly referred
to in the abovementioned plan.
Easement for landscaping 31 wide,
18 wide and variable

Schedule of Lots Affected etc

Lots Burdened

Lots Benefited

505 and 506 Lot 2 DP 816340

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

Length In Metres Sheet 2 of 12 Sheets

PART 1 (Cont'd)

Plan: D.P. 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate N° 7565
dated 15-12-1993

4. Identity of easement fourthly referred
to in the abovementioned plan.
Easement for signage, flagpoles and
street furniture 31 wide, 18 wide and
variable

Schedule of Lots Affected etc

Lots Burdened

Lots Benefited

505 and 506 Lot 2 DP 816340

5. Identity of easement fifthly referred
to in the abovementioned plan.
Easement for support 3.5 wide

Schedule of Lots Affected etc

Lots Burdened

Authority Benefited

501 and 502 Baulkham Hills Council

6. Identity of restriction sixthly referred
to in the abovementioned plan.
Restriction on ^{the use of land} ~~houses~~

Schedule of Lots Affected etc

Lots Burdened

Authority Benefited

Each and every lot Baulkham Hills Council

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

Length In Metres

Sheet 3 of 12 Sheets

Plan: D. P. 815983

PART 2

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate N° TS65
dated 15-12-1993

Terms of right of carriageway and easement for services 31 wide, 18 wide and variable firstly referred to in the above-mentioned plan

Right of Carriageway as set out in Part 1 of Schedule V111 of the Conveyancing Act 1919 with the following addition:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the lot hereby benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, lay out, construct, erect, install, carry, maintain and use through, above on and under the lot hereby burdened all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide, and carry all or any of water, sewerage, gas, electric light, telephone and/or other domestic services to and from the lot hereby benefited PROVIDED THAT the said drains, pipes, conduits, poles, wires and/or other equipment and material shall be laid in such position so as to cause as little interference as possible with the rights of carriageway hereby reserved TOGETHER WITH the right for the grantee and every person authorised by him, with any tools, implements or machinery necessary for the purpose to enter upon the lot hereby burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof and for any of the aforesaid purposes to open the soil of the lot hereby burdened to such extent as may be necessary PROVIDED THAT the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot hereby burdened and/or free access to the lot hereby benefited and will restore without delay that surface as nearly as practicable to its original condition.

The said right of carriageway and easement for services is to remain in existence over the lot burdened until such time as Baulkham Hills Council approved the construction and dedication of a public road over the site of the said right of carriageway and easement for services, after such time the said right of carriageway and easement for services will be null and void.

Terms of easement for services 31 wide, 18 wide and variable secondly referred to in the above-mentioned plan

Full free and unimpeded right for the proprietor of the lot benefited and every person authorised by it from time to time and at all times to have, use and carry out work in relation to the apparatus for the provision of the services and also the right to the free and uninterrupted passage of such services and all or any of them under through on or over the easement site TOGETHER WITH the right for authorised users from time to time and at all times with any tools, implements, materials or machinery necessary for the purpose to enter upon pass and re-pass over the lot burdened and to remain there for any reasonable time for the purpose of carrying out the work

GLW:WMS/SR/SAS/ML/6

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

Length In Metres

Sheet 4 of 12 Sheets

Plan: D. P. 815983

PART 2 (Cont'd)

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate N° TS65
dated 15-12-1993

BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also constitute and be covenants and agreements by and between the proprietor of the lot benefited and the proprietor of the lot burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

1. The proprietor of the lot benefited and any authorised user shall take all reasonable precautions to ensure as little disturbance or damage as possible to the lot burdened and will as soon as reasonably possible after carrying out the work restore the lot burdened as nearly as practicable to such condition as existed prior to the carrying out of the work and such restoration shall be carried out at the cost of the proprietor of the lot benefited.
2. The proprietor of the lot benefited shall at all times maintain and repair the apparatus at its own cost and expense and the proprietor of the lot burdened shall not be liable for any defect, breakage or failure in respect of the apparatus other than as may be caused or contributed to by the willful or negligent act or omission of the proprietor of the lot benefited, its contractors and employees.
3. The proprietor of the lot benefited shall not permit the apparatus to fall into disrepair so as to become a hazard or nuisance to any person lawfully upon or within the lot burdened or any part of it.
4. The proprietor of the lot benefited shall ensure that the apparatus does not cause any structural damage to any part of the lot burdened.
5. The proprietor of the lot burdened shall not do or allow anything to be done on or adjacent to the lot burdened which might:
 - (a) damage or destroy the apparatus;
 - (b) in any way interrupt or interfere with or impair the use of quality of the services; or
 - (c) impede or prevent the full free and uninterrupted flow of the substances through over or under the easement site.
6. The proprietor of the lot benefited and every authorised user shall exercise the rights hereby granted so as not to interfere unduly or unreasonably with the rights of the proprietor of the lot burdened and in particular so as not to impede the flow of traffic along the lot burdened.

GLW:WMS/SR/SAS/ML/6

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B,
CONVEYANCING ACT, 1919**

Length In Metres

Sheet 5 of 12 Sheets

PART 2 (Cont'd)

Plan: D. P. 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate N^o 7565
dated 15-12-1993

7. Before any authorised user may exercise the right of access for the purposes hereby granted the proprietor of the lot benefited or its nominee shall:

- (a) give a reasonable period of notice to the proprietor of the lot burdened or its nominees of the intended exercise of such right and indicating generally the identity of the authorised users; and
- (b) obtain the consent of the proprietor of the lot burdened, which consent shall not be unreasonably withheld and which shall be given or withheld expeditiously. No consent shall be required in the case of an emergency.

8. An authorised user entering upon any lot burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the proprietor of the lot benefited hereby releases the proprietor of the lot burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the lot burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the willful or negligent act or omission of the proprietor of the lot burdened, its contractors or employees.

For the purposes of this easement, unless the contrary intention appears, the following terms have the following meanings:

"Apparatus" means all apparatus or any one or more apparatus installed or to be installed on, over, under or through the easement site required or necessary for the provision of the services including but not limited to, channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, pits and traps.

"Authorised User" means the proprietor of the lot benefited and every person authorised by it, including but not limited to the invitees, licensees and the duly authorised employees or representatives of the proprietor of the lot benefited and the duly authorised employees of any maintenance contractor engaged by the proprietor of the lot benefited.

"Easement Site" means that part of those parts of the lot burdened shown in the abovementioned plan as the site of this easement.

"Proprietor of the Lot Benefited" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in fee simple in the lot benefited and each part of the lot benefited.

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B,
CONVEYANCING ACT, 1919**

Length In Metres

Sheet 6 of 12 Sheets

PART 2 (Cont'd)

Plan: D. P. 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate N^o 7565
dated 15-12-1993

"Proprietor of the Lot Burdened" means every person (which term includes a corporation) who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the lot burdened and each part of the lot burdened.

"Services" means all services or any one or more of such services including but not limited to water, irrigation, gas, electricity, telephone, sewerage, drainage, security and monitoring, lighting, private communications, closed circuit security monitoring, closed circuit television monitoring, video and audio services.

"Substances" means all substances or any one or more of such substances passing or to be passed through, in or over the easement site by means of the apparatus including but not limited to water, gas, electricity, sewerage and microwaves.

"Work" means all excavation and other work necessary or desirable for the purposes of this easement or to facilitate the proper employment of this easement or to enable the carrying out of the obligations of the proprietor of the lot benefited under this easement, including but not limited to laying down, constructing, placing, operating, examining, relaying, removing, altering, renewing, cleaning, repairing, testing and maintaining the apparatus and (where applicable) passing, conveying and transmitting the substances over under or through the easement site in any manner and in any quantities.

Terms of easement for landscaping 31 wide, 18 wide and variable thirdly referred to in the abovementioned plan

Full free and unimpeded right for the proprietor of the lot benefited and every person authorised by it from time to time and at all times to have, use and carry out work in relation to all landscaping installed or to be installed placed or allowed to remain by the proprietor of the lot benefited on the easement site TOGETHER WITH the right for authorised users from time to time and at all times with any tools, implements, materials or machinery necessary for the purpose, to enter upon pass and re-pass over the lot burdened and to remain there for any reasonable time for the purpose of carrying out the work BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also constitute and be covenants and agreements by and between the proprietor of the lot benefited and the proprietor of the lot burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

1. The proprietor of the lot benefited and any authorised user shall take all reasonable precautions to ensure as little disturbance or damage as possible to the lot burdened and will as soon as reasonably possible after carrying out the work restore the lot burdened as

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

Length In Metres

Sheet 7 of 12 Sheets

PART 2 (Cont'd)

Plan: D. P. 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate N° 7565
dated 15-12-1993

2. The proprietor of the lot benefited shall at all times maintain and repair the landscaping at its own cost and expense and the proprietor of the lot burdened shall not be liable for any defect, damage or failure in respect of the landscaping other than as may be caused or contributed to by the willful or negligent act or omission of the proprietor of the lot burdened, its contractors and employees.
3. The proprietor of the lot benefited shall not permit the landscaping to fall into disrepair so as to become a hazard or nuisance to any person lawfully upon or within the lot burdened or any part of it.
4. The proprietor of the lot benefited shall ensure that the landscaping does not cause any structural damage to any part of the lot burdened.
5. The proprietor of the lot burdened shall not do or allow anything to be done on or adjacent to the lot burdened which might damage or destroy the landscaping.
6. The proprietor of the lot benefited and every authorised user shall exercise the rights hereby granted so as not to interfere unduly or unreasonably with the rights of the proprietor of the lot burdened and in particular so as not to impede the flow of traffic along the lot burdened.
7. Before any authorised user may exercise the right hereby granted the proprietor of the lot benefited or its nominee shall:
 - (a) give a reasonable period of notice to the proprietor of the lot burdened or its nominee of the intended exercise of such right and indicating generally the identity of the authorised users; and
 - (b) obtain the consent of the proprietor of the lot burdened, which consent shall not be unreasonably withheld and which shall be given or withheld expeditiously. No consent shall be required in the case of an emergency.
8. An authorised user entering upon the lot burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the proprietor of the lot benefited hereby releases the proprietor of the lot burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the

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

Length In Metres

Sheet 8 of 12 Sheets

PART 2 (Cont'd)

Plan: D. P. 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate N° 7565
dated 15-12-1993

willful or negligent act or omission of the proprietor of the lot burdened, its contractors or employees.

For the purpose of this easement, unless the contrary intention appears, the following terms have the following meanings:

"Authorised User" means the proprietor of the lot benefited and every person authorised by it, including but not limited to the invitees, licensees and the duly authorised employees or representatives of the proprietor of the lot benefited and the duly authorised employees of any maintenance contractor engaged by the proprietor of the lot benefited.

"Easement Site" means that part of those parts of the lot burdened shown in the abovementioned plan as the site of this easement.

"Landscaping" means all soft landscape elements including but not limited to grass, annuals, perennials, shrubs and trees, organic mulches; and hard landscape elements including but not limited to ground surfaces such as concrete, hot bitumen, brick or concrete pavers, natural stone, timber; constructed for the purpose of providing visual and physical amenity.

"Proprietor of the Lot Benefited" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in fee simple in the lot benefited and each part of the lot benefited.

"Proprietor of the Lot Burdened" means every person (which term includes a corporation) who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the lot burdened and each part of the lot burdened.

"Work" means all excavation and other work necessary or desirable for the purposes of this easement or to facilitate the proper enjoyment of this easement or to enable the carrying out of the obligations of the proprietor of the lot benefited under this easement, including but not limited to all work connected with or incidental to the setting out, laying, inspecting, watering, repaving, replacing, maintaining, removing or renewing the landscaping or any part of it.

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B,
CONVEYANCING ACT, 1919**

Length In Metres

Sheet 9 of 12 Sheets

PART 2 (Cont'd)

Plan: D.P. 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate No 1565
dated 15-12-1993

Terms of easement for signage, flagpoles and street furniture 31 wide, 18 wide and variable
fully referred to in the above mentioned plan

Full free and unimpeded right for the proprietor of the lot benefited and every person authorised by it from time to time and at all times to have, use and carry out work in relation to all signage, flagpoles and street furniture installed or to be installed placed or allowed to remain by the proprietor of the lot benefited on the easement site TOGETHER WITH the right for authorised users from time to time and at all times with any tools, implements, materials or machinery necessary for the purpose, to enter upon pass and repair over the lot burdened and to remain there for any reasonable time for the purpose of carrying out the work BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also constitute and be covenants and agreements by and between the proprietor of the lot benefited and the proprietor of the lot burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

1. The proprietor of the lot benefited and any authorised user shall take all reasonable precautions to ensure as little disturbance or damage as possible to the lot burdened and will as soon as reasonably possible after carrying out the work restore the lot burdened as nearly as practicable to such condition as existed prior to the carrying out of the work, and such restoration shall be carried out at the cost of the proprietor of the lot benefited.
2. The proprietor of the lot benefited shall at all times maintain and repair the signage, flagpoles and street furniture, at its own cost and expense and the proprietor of the lot burdened shall not be liable for any defect, damage or failure in respect of the signage, flagpoles and street furniture other than as may be caused or contributed to by the willful or negligent act or omission of the proprietor of the lot benefited, its contractors and employees.
3. The proprietor of the lot benefited shall not permit the signage, flagpoles and street furniture to fall into disrepair so as to become a hazard or nuisance to any person lawfully upon or within the lot burdened or any part of it.
4. The proprietor of the lot benefited shall ensure that the signage, flagpoles and street furniture does not cause any structural damage to any part of the lot burdened.
5. The proprietor of the lot burdened shall not do or allow anything to be done on or adjacent to the lot burdened which might damage or destroy the signage, flagpoles and street furniture.

CHLWentSRCP483M4.9

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 89B,
CONVEYANCING ACT, 1919**

Length In Metres

Sheet 10 of 12 Sheets

PART 2 (Cont'd)

Plan: D.P. 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate No 1565
dated 15-12-1993

6. The proprietor of the lot benefited and every authorised user shall exercise the rights hereby granted so as not to interfere unduly or unreasonably with the rights of the proprietor of the lot burdened and in particular so as not to impede the flow of traffic along the lot burdened.

7. Before any authorised user may exercise the right hereby granted the proprietor of the lot benefited or its nominee shall:

- (a) give a reasonable period of notice to the proprietor of the lot burdened or its nominee of the intended exercise of such right and indicating generally the identity of the authorised users; and
- (b) obtain the consent of the proprietor of the lot burdened, which consent shall not be unreasonably withheld and which shall be given or withheld expeditiously. No consent shall be required in the case of an emergency.

8. An authorised user entering upon the lot burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the proprietor of the lot benefited hereby releases the proprietor of the lot burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the willful or negligent act or omission of the proprietor of the lot burdened, its contractors or employees.

For the purpose of this easement, unless the contrary intention appears, the following terms have the following meanings:

"Authorised User" means the proprietor of the lot benefited and every person authorised by it, including but not limited to the invitees, licensees and the duly authorised employees or representatives of the proprietor of the lot benefited and the duly authorised employees of any maintenance contractor engaged by the proprietor of the lot benefited.

"Easement Site" means that part of those parts of the lot burdened shown in the above mentioned plan as the site of this easement.

"Proprietor of the Lot Benefited" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in fee simple in the lot benefited and each part of the lot benefited.

CHLWentSRCP483M4.9

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

Length in Metres

Sheet 11 of 12 Sheets

PART 2 (Cont'd)

Plan: D.P. 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate N° 7585
dated 15-12-1993

"Proprietor of the Lot Burdened" means every person (which term includes a corporation) who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the lot burdened and each part of the lot burdened.
"Signage" means all signage and information systems installed, erected or constructed or to be installed erected or constructed on or over the easement site.
"Street Furniture" means all furniture capable of being installed, constructed or erected on the easement site including but not limited to benches, seats, tables, shelters and planter boxes.

"Work" means all excavation and other work necessary or desirable for the purposes of this easement or to facilitate the proper enjoyment of this easement or to enable the carrying out of the obligations of the proprietor of the lot benefited under this easement, including but not limited to all work connected with or incidental to constructing, installing, inspecting, painting, repairing, replacing, maintaining, removing or renewing the signage, flagpoles and street furniture or any part of it.

Terms of easement for support 3.5 wide fifthly referred to in the abovementioned plan

Full and free right for the body in whose favour this easement is created and every person authorised by it from time to time and at all times hereafter to enter go upon return pass and re-pass with or without vehicles in through along and over the servient tenement and to use the other material as shall in the opinion of the Baulkham Hills Council be necessary or desirable for the purpose of constructing reconstructing and forever maintaining on the servient tenement the street adjoining or adjacent to the said land and the said batter when so constructed to use at all times hereafter for the purpose of giving such support as aforesaid AND the registered proprietor for himself and his successors in title covenants that he will not use or permit to be used the servient tenement in any manner or for any purpose which may affect or have a tendency to affect the stability of the said batter as a support for any public road or street as aforesaid and will not do or suffer to be done any act or thing which may injure or damage the said batter and will not impair its efficiency and if he should do or suffer to be done any act or thing which in any way may injure damage or impair the said batter he will at his own expense properly and substantially repair and make good all such injury and damage provided that if the registered proprietor upon receipt of notice in writing from the General Manager for the time being of Baulkham Hills Council requiring him properly and substantially to repair and make good all such damage or injury shall fail to do so promptly it shall be lawful for but not obligatory upon the said Council to repair and make good all such injury or damage and all costs damages charges and expenses incurred by

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

Length in Metres

Sheet 12 of 12 Sheets

PART 2 (Cont'd)

Plan: D.P. 835983

Subdivision of Lot 401 DP 819130
covered by Council Clerk's
Certificate N° 7585
dated 15-12-1993

the said Council in so doing shall be repayable by the registered proprietor to the said Council upon demand.

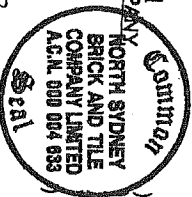
The Authority having the right to release vary or modify this easement is the Baulkham Hills Council.

Terms of the restriction on the use of land sixthly referred to in the abovementioned plan

No further development is to take place on the lots burdened until the said lots are re-subdivided in accordance with the requirements of Baulkham Hills Council. This restriction shall stay in force until the registration of the plan of the said re-subdivision at the Land Titles Office.

The Authority having the right to release vary or modify this restriction is the Baulkham Hills Council.

THE COMMON SEAL OF NORTH SYDNEY BRICK AND TILE COMPANY LIMITED was heretofore affixed by resolution of the Directors in the presence of:



Director
Director
Director

Secretary

Approved by Baulkham Hills Council

THE COMMON SEAL OF NORTH SYDNEY BRICK AND TILE COMPANY LIMITED was heretofore affixed by resolution of the Board of Directors in the presence of:

General Manager



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RELOADED
 RELOADED
 22 FEB 1994
 10.2P
 RELOADED
 1140
 127 MAR 1993
 31 JAN 1994
 11:00
 RESTRICTION ON THE USE OF LAND
 PURSUANT TO SECTION 88E (3),
 CONVEYANCING ACT, 1919
 REAL PROPERTY ACT, 1900
 (See instructions for Completion on back of form)



DESCRIPTION OF LAND Note (a)	Torrens Title Reference	If part only, delete Whole and give details
	As set out in Annexure "A" hereto	WHOLE

Note (b) The Council of the Shire of Baulkham Hills
 a PRESCRIBED AUTHORITY within the meaning of Section 88 (6) (1) of the Conveyancing Act, 1919, hereby imposes on the land above described the restriction on use which is set out in the Annexure marked "B" hereto and applies to have such restriction recorded in the Register.

OFFICE USE ONLY

Note (c) The Registered Proprietor of the land above described is North Sydney Brick and Tile Company Limited,
 Old Windsor Road, Baulkham Hills, New South Wales, 2153
 Note (d) The mortgagee/lessee/chargee of the land above described is Natwest Australia Bank Limited, Qantas International Centre, International Square, Sydney, New South Wales, 2000

DATE

EXECUTION Note (e)
 We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.
 Signed in my presence by an authorised officer of the Prescribed Authority
 Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness
 Signature of authorised officer
 Signed in my presence by the registered proprietor of the land who is personally known to me.
 Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness
 Signature of registered proprietor
 Signed in my presence by the registered proprietor who is personally known to me
 Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness

TO BE COMPLETED BY LODGING PARTY Notes (g) and (h)	LODGED BY COFAS CHAMBERS WESTGARTH.		LOCATION OF DOCUMENTS	
	Ref: Delivery Box Number 8985 CPM WORT 3375031	CT	OTHER	Herewith. In L.T.O. with Produced by 599D.
OFFICE USE ONLY XLRPPT FOR LOGUMENT REFER TO CSB33 5.3.931	Checked	Passed	REGISTERED	Secondary Directions
	Signed	Extra Fee	-19	Delivery Directions

Plg not liable to stamp duty
 5/28



THIS IS THE ANNEXURE MARKED "A" TO MEMORANDUM OF RESTRICTION ON THE USE OF
LAND BETWEEN THE COUNCIL OF THE SHIRE OF BAULKHAM HILLS AND NORTH SYDNEY
BRICK AND TILE COMPANY LIMITED DATED THE *Second* DAY OF *September*
1992

Certificates of Title Folio Identifiers:

3/816342

4/816342

5/816342

201/816343

202/816343 (now being 2021/831173 and 2022/831173)

203/816343

204/816343

205/816343

206/816343

207/816343 (now being 2071/828992, 2072/828992, 2073/828992 and
2074/828992)

401/819130 (now being 501/835983, 502/835983, 503/835983,
504/835983, 505/835983, 506/835983.)

THIS AND THE FOLLOWING FOUR PAGES COMPRISE THE ANNEXURE MARKED "B"
TO MEMORANDUM OF RESTRICTION ON THE USE OF LAND BETWEEN THE
COUNCIL OF THE SHIRE OF BAULKHAM HILLS AND NORTH SYDNEY BRICK AND
TILE COMPANY LIMITED DATED THE *Second* DAY OF *September*
1992.

B

1. There shall not, at any time, be any Development on or in respect of the Land, unless:
 - (a) that Development is in accordance with, conforms to and does not in any way contravene the Master Scheme; and
 - (b) the registered proprietor of the Land, at that time, is a Financial Member of the Association; and
 - (c) the Board has given its prior consent in writing to such Development except where the Board or the Association gives a notice in writing to the effect that the consent of the Board is not required to that Development.

2. In these restrictions as to use, unless inconsistent with the context:

"Association" means Norwest Association Limited;

"Authority" means any Federal, State or Local Government, semi-Government, quasi-Government or other body or authority, statutory or otherwise including but not limited to the Association in its capacity as approving authority pursuant to the Planning Documents and any court or tribunal;

"Board" means the Board of Directors of the Association duly constituted from time to time;

"Constitution" means the Memorandum of Association and Articles of Association of the Association and all by-laws and regulations created pursuant or incidental thereto from time to time;

"Council" means the Council of the Shire of Baulkham Hills;

"Council Deed" means the agreement entered into by the Association, North Sydney Brick and Tile Company Limited and the Council dated 10 August 1989 and all agreements, deeds and other documents amending, varying or supplementing such agreement or in substitution for such agreement;

"Development" means, in relation to the Land:

- (a) the erection of a building, structure or improvement on, in, over or under the Land;
- (b) the carrying out of a work on, in, over or under the Land;
- (c) the use of the Land or of a building, structure, work or improvement on, in, over or under the Land; and
- (d) the subdivision of the Land;

A reference in this definition of "Development" to:

- (a) the erection of a building, structure or improvement includes, but is not limited to, a reference to the building or rebuilding of, the making of alterations or renovations to, the repair or maintenance of, or the enlargement or extension of, a building, structure or improvement or the placing or relocating of a building, structure or improvement on, in, over or under the Land;

B

- (b) the carrying out of a work is a reference to any physical activity in relation to the Land and includes, but is not limited to, a reference to the building or rebuilding of, the making of alterations or renovations to, the repair or maintenance of, or the enlargement or extension of, a work, or the demolition or removal of any building, structure, improvement or work on, in, over or under the Land;
- (c) the subdivision of the Land is a reference to:
 - (i) (without limiting the following provisions of this paragraph) the subdivision of land within the meaning of the Local Government Act, 1919;
 - (ii) any other division of the Land into two or more parts which, after the division, would be obviously adapted for separate occupation, use or disposition; or;
 - (iii) the redivision of the Land, by such a subdivision or by any other division, into different parts which, after the redivision, would be obviously adapted for separate occupation, use or disposition;

"Development Control Plan" means each and every development control plan and concept development control plan in connection with or relative to Norwest Business Park from time to time;

"Development Guidelines" means the Estate Development Guidelines and the Property Development Guidelines;

"Estate Development Guidelines" means such guidelines in respect of or relating to subdivision, development, landscaping, maintenance and other matters created or adopted by the Association from time to time in respect of the Norwest Business Park;

"Financial Member" means, as at any relevant time, a fully paid up Member of the Association who has, at that time, no charges, levies, fees, assessments, expenses or other amounts which are due to the Association or which are payable by that member at the direction of the Association, or which have been assessed by the Association as payable by that member, or which have been paid or are payable by the Association on behalf of or on the account of that member and which are outstanding;

"Land" means Lot 102 in Deposited Plan 624844 being the land in Certificate of Title Folio Identifier 102/624844 and each and every part of that land which may, from time to time, be divided or subdivided into separate lots within a plan or plans registered at or with the New South Wales Land Titles Office and in the event of any such division or subdivision this definition shall extend and relate to each such divided or subdivided lot and other separate parcel of land therein or created such division or subdivision;

"LEP 1991" means Local Environmental Plan 1991 of the Council;

"Master Scheme" means the scheme of development for the Land as determined by or adopted by the Association and any relevant Authority from time to time incorporating, but not limited to, the Planning Documents, the Constitution, the covenants, easements and restrictions at any time applicable to or proposed in relation to the Land, all other relevant planning, development, control or review procedures which arise in respect of or which relate to the Land and its management and administration (including but not limited to the Board and the Panel and their respective controls, reviews and procedures) and all arrangements and agreements with the Council (including but not limited to those in the Council Dccd), all as varied, amended or substituted from time to time;

"Norwest Business Park" means the Land or such part of the Land or addition to the Land as may from time to time be administered pursuant to or under the Master Scheme;

"Panel" means the planning and design review panel established or to be established by the Association pursuant to or under the Constitution;

"Planning Documents" means LEP 1991, all other relevant environmental planning instruments (as defined in the Environmental Planning and Assessment Act, 1979 (NSW)), all relevant deemed environmental planning instruments (as defined in the Environmental Planning and Assessment Act, 1979 (NSW)), all relevant draft environmental planning instruments, Development Control Plans, the Development Guidelines and all other planning policies, plans, instruments, affectations, documents or directives issued by the Council or any Authority in respect of or in relation to Norwest Business Park;

"Property Development Guidelines" means such guidelines in respect of or relating to development, improvement, landscaping and other matters created or adopted by the Association from time to time in respect of lots within plans registered at the New South Wales Land Titles Office, and being within the Norwest Business Park;

3. In these restrictions as to use unless inconsistent with the context:
- (a) words importing persons shall include individuals, corporations, bodies corporate or politic as the case may be and words importing any of the foregoing shall include such other of the foregoing as may appropriate;
 - (b) words importing the singular number or plural number shall be deemed to include the plural number or singular number respectively;
 - (c) words importing any gender shall include all other genders as the case may require;
 - (d) references to statutes, ordinances or regulations shall include any statutes, ordinances regulations amending, consolidating or replacing the same and all regulations, ordinances, by-laws and other subordinate or other legislation from time to time relating thereto or in connection therewith;
 - (e) a reference to any Authority or to the Association or to any other person, corporation or association shall be a reference to them as so constituted from time to time and shall include their successors and permitted assigns and in respect of any Authority, any administrator thereof or other person appointed by or on behalf of the government of New South Wales or any Minister thereof and any body in which that Authority is merged or which at the relevant time substantially discharges or carries out the functions of that Authority;
 - (f) a reference to the Planning Documents or any of them, the Constitution, the Master Scheme or any aspect of it, shall be a reference to them as varied, amended or substituted from time to time to the extent, in respect of the Planning Documents, that such variations, amendments or substitutions are applicable and relevant;
4. The Council may, with the prior written consent of the Association, release, vary or modify these restrictions as to use.



We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

THE COMMON SEAL of
NORTH SYDNEY BRICK AND
TILE COMPANY LIMITED
(A.C.N. 000 004 633)
was hereunto duly affixed in
accordance with its Articles
of Association and in the
presence of:

David Magney Director

DAVID MAGNEY Name of Director
(print)

David Hennessey Director

David Hennessey Name of Director
(print)

J. A. Hoog Secretary

J. A. Hoog Name of Secretary
(print)

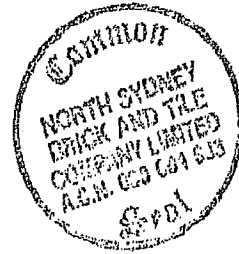
THE COMMON SEAL of
THE COUNCIL OF THE SHIRE OF
BAULKHAM HILLS

Peggy Womersley Shire President

PEGGY WOMERSLEY Name of Shire President
(print)

Richard Conolly General Manager

RICHARD CONOLLY Name of General Manager
(print)



THE COMMON SEAL of
NATWEST AUSTRALIA BANK LIMITED
(ACN or ARBN 001 031577)
is affixed in accordance with
its articles of association in
the presence of:





Director

MICHAEL JOHN BELL

Name of Director
(print)



Secretary

Philip R. Mander

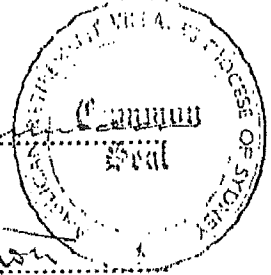
Name of Secretary
(print)

THE COMMON SEAL of)
ANGLICAN RETIREMENT VILLAGES)
DIOCESE OF SYDNEY was affixed by the)
authority of the Board of Directors in the)
presence of:)



.....
(Board Member)

[Signature]
.....
(Board Member)



.....
(Board Member)

[Signature]
.....
(Board Member)

[Signature]



**THIS IS THE CONSENT OF CATHAY PACIFIC AIRWAYS LIMITED TO THE
MEMORANDUM OF RESTRICTION ON THE USE OF LAND BETWEEN THE COUNCIL OF
THE SHIRE OF BAULKHAM HILLS AND NORTH SYDNEY BRICK AND TILE COMPANY
LIMITED DATED THE SECOND DAY OF SEPTEMBER 1992**

THE COMMON SEAL of)
CATHAY PACIFIC AIRWAYS LIMITED)
is affixed in accordance with)
its articles of association in)
the presence of:)

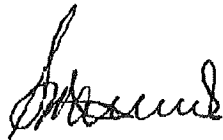
----- Director

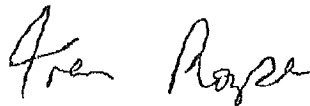
----- Name of Director
(print)

----- Secretary

----- Name of Secretary
(print)

CATHAY PACIFIC AIRWAYS LIMITED)
by its Attorney GRAHAM)
LAURENCE HARBUTT under Power)
of Attorney Registered No.)
923 Book 3477 and it is here-)
by confirmed that no)
revocation of such Power of)
Attorney has been received:)


Attorney


Witness
(Iren Rozsa)



THIS IS THE CONSENT OF AUSTRALIAN AND OVERSEAS TELECOMMUNICATIONS CORPORATION LIMITED TO THE RESTRICTION ON THE USE OF LAND EXECUTED BY THE COUNCIL OF THE SHIRE OF BAULKHAM HILLS ON 2 SEPTEMBER 1992

THE COMMON SEAL of)
AUSTRALIAN AND OVERSEAS)
TELECOMMUNICATIONS)
CORPORATION LIMITED)
is affixed in accordance with)
its articles of association in)
the presence of:)

----- Director

----- Name of Director
(print)

----- Secretary

----- Name of Secretary
(print)

SIGNED FOR AND ON BEHALF OF the AUSTRALIAN and OVERSEAS
TELECOMMUNICATIONS CORPORATION LIMITED

By its Attorney *Paul Wilkin*

I being the person for the time being holding or fulfilling the duties of the office of REGIONAL
PROPERTY REGISTRAR for the REGIONAL PROPERTY SERVICES NEW SOUTH WALES REGION
of the State of New South Wales, the Australian Communications Corporation Ltd. and the said Attorney
sheweth that he has received no notice of any instrument of any kind of which the said instrument is a part and produced at the Land Titles
Office Sydney by virtue of which he had executed the within document in the presence of-

SHANE BURKE
JUDGE OF THE PEACE IN AND FOR THE STATE OF NEW SOUTH WALES



THIS IS THE CONSENT OF AUSTRALIAN POSTAL CORPORATION TO THE RESTRICTION ON THE USE OF LAND EXECUTED BY THE COUNCIL OF THE SHIRE OF BAULKHAM HILLS ON 2 SEPTEMBER 1992

~~THE COMMON SEAL of~~
~~AUSTRALIAN POSTAL CORPORATION~~
is affixed in accordance with
its articles of association in
the presence of:

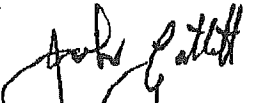
Director

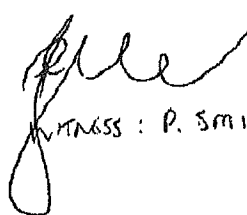
Name of Director
(print)

Secretary

Name of Secretary
(print)

SIGNED FOR AND ON BEHALF OF the
AUSTRALIAN POSTAL CORPORATION by
its Attorney,
being the person for the time being holding
or fulfilling the duties of the Office of the
PROPERTY PORTFOLIO MANAGER (New
South Wales) of the said Australian Postal
Corporation, and that said Attorney states that
at the date of execution of this present Instru-
ment he has received notice of revocation
of Power of Attorney Registered No. 890
Book 3004 and produced at the Land Titles
Office, Sydney by virtue of which he has
executed the within document in the pres-
ence of an Officer of the Australian Postal
Corporation.

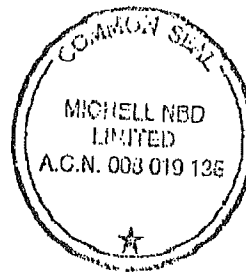

ATTORNEY JOHN GILLETT


WITNESS: P. Smith



THIS IS THE CONSENT OF MICHELL NBD LIMITED TO THE RESTRICTION
ON THE USE OF LAND EXECUTED BY THE COUNCIL OF THE SHIRE OF
BAULKHAM HILLS ON 2 SEPTEMBER 1992

THE COMMON SEAL of)
MICHELL NBD LIMITED is)
affixed in accordance with)
its articles of association)
in the presence of:)



C. A. Sampson

Director

CLINTON A. SAMPSON

Name of Director
(print)

E. G. Hutton

Secretary

EDWARD LAURISSE HUTTON

Name of Secretary
(print)



THIS IS THE CONSENT OF ALLTECH ASSOCIATES (AUST) PTY LIMITED TO THE MEMORANDUM OF RESTRICTION ON THE USE OF LAND BETWEEN THE COUNCIL OF THE SHIRE OF BAULKHAM HILLS AND NORTH SYDNEY BRICK AND TILE COMPANY LIMITED DATED THE 2ND DAY OF SEPTEMBER 1992.

THE COMMON SEAL OF
ALLTECH ASSOCIATES (AUST)
PTY LIMITED
is affixed in accordance with
its articles of association in
the presence of:

)
)
)
)
)



Phillip DOrr Director

PHILLIP DOUGLAS ORR Name of Director
(print)

D. Nizzia Secretary

SEFFURA NIZZIA Name of Secretary
(print)

SCHEDULE OF REFERENCE MARKS

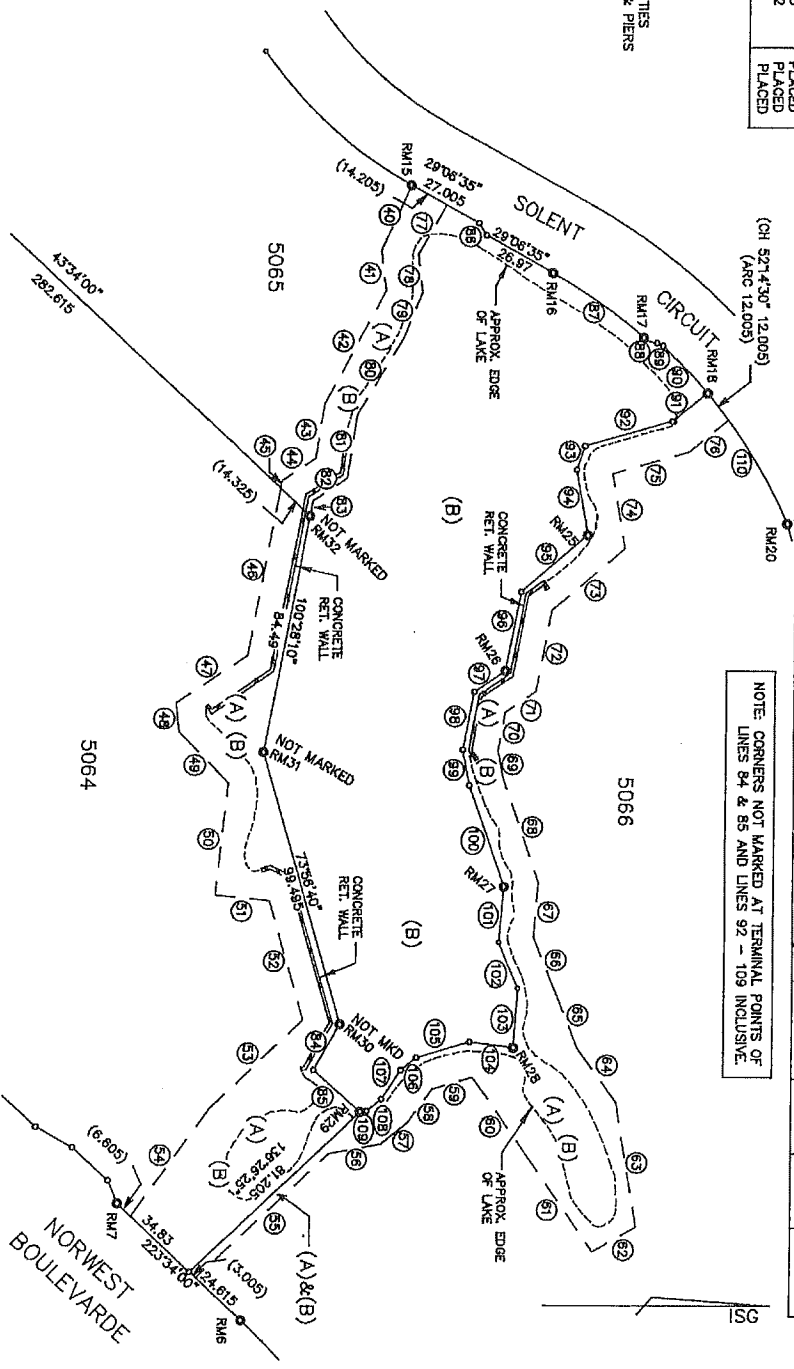
MARK	DESCRIPTION	REFERENCE	ORIGIN
RM 1	RWDHAW FD	323102 - 3.27	DP82431N
RM 2	RWDHAW FD	143341 - 3.4 & 14.6	DP816340
RM 3	RWDHAW FD	55700 - 3.4 & 10.4	DP816340
RM 4	RWDHAW FD	55700 - 3.4 & 9.2	DP816340
RM 5	RWDHAW FD	68703 - 3.4 & 19.2	DP816340
RM 6	RWDHAW FD	31334 - 3.4 & 11	DP816340
RM 7	RWDHAW FD	31334 - 3.4 & 11	DP816340
RM 8	RWDHAW FD	31334 - 3.4 & 11	DP816340
RM 9	RWDHAW FD	11859 - 15.385 & 7	DP816340
RM 10	RWDHAW FD	7832 - 28.305 BY ME	DP816340
RM 11	RWDHAW FD	31334 - 3.3 & 11	DP816340
RM 12	RWDHAW FD	31334 - 3.4	DP816340
RM 13	RWDHAW FD	7841 - 3.4 & 21.8	DP816340
RM 14	RWDHAW FD	14536 - 3.4 & 21.8	DP816340
RM 15	RWDHAW FD	14536 - 3.4 & 21.8	DP816340
RM 16	RWDHAW FD	11907 - 3.5 & 24.1	DP816340
RM 17	RWDHAW FD	11907 - 3.5 & 24.1	DP816340
RM 18	RWDHAW FD	1630230 - 27.74	PLACED
RM 19	RWDHAW FD	33833 - 3.5	DP868304
RM 20	RWDHAW FD	15656 - 3.4 & 21.6	DP868304
RM 21	RWDHAW FD	15656 - 3.4 & 21.6	DP868304
RM 22	SM101985 FD	22237 - 25.28	DP868304
RM 23	RMPG FD	1131 - 3.4	DP778871
RM 24	RMPG FD	27858 - 0.5	DP778871
RM 25	CNR WALL & WINGS	31201 - 22.145	PLACED
RM 26	RWDHAW IN MH	28927 - 15.215	PLACED
RM 27	RWDHAW IN TREE	11450 - 28.805	PLACED
RM 28	RWDHAW IN BRIDGE	28952 - 3.85	PLACED
RM 29	RWDHAW IN BRIDGE	35933 - 13.07	PLACED
RM 30	CNR WALL & WINGS	629 - 2.165	PLACED
RM 31	CNR WALL & WINGS	3748 - 22.42	PLACED
RM 32	RWDHAW IN WALL	4334 - 2.4	PLACED

SCHEDULE OF CURVED BOUNDARIES, SHORT BOUNDARIES & EASEMENT LINES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
40	114.00°40'	25.285			64	234.27°28'	23.495			88	221.4'	4.87	5.06	7.6
41	82.28°20'	14.135			65	248.07°00'	21.93			89	231.8	2.41	2.48	3.5
42	118.00°05'	45.08			66	247.50°50'	19.895			90	46.55°30'	22.775	22.79	187.5
43	88.36°50'	19.42			67	274.47°30'	19.205			91	140.24°20'	15.885		
44	148.05°40'	14.065			68	250.49°00'	39.305			92	164.01°30'	31.68		
45	100.28°	2.6			69	259.23°	9.55			93	108.48°	8.9		
46	100.28°10'	60.005			70	325.52°40'	13.52			94	79.47°58'	23.375		
47	145.31°10'	29.595			71	280.34°40'	13.1			95	139.21°20'	30.745		
48	83.46°10'	10.145			72	319.21°20'	28.13			96	100.34°40'	28.385		
49	46.34°00'	24.895			73	319.21°20'	33.39			97	145.32°40'	13.105		
50	98.02°35'	38.635			74	259.47°55'	26.745			98	100.30°35'	20.75		
51	6.02°30'	18.97			75	344.01°30'	27.68			99	79.23°20'	12.885		
52	73.56°40'	43.47			76	320.24°20'	17.82			100	70.49°00'	37.655		
53	135.98°30'	44.885			77	119.06°35'	20			101	84.47°30'	19.605		
54	128.20°00'	46.24			78	83.06°30'	17.195			102	67.09°30'	17.475		
55	348.47°50'	63.31			79	112.25°30'	13.435			103	93.43°20'	20.915		
56	349.47°50'	18.3			80	120.02°50'	31.56			104	18.715°40'	15.36		
57	320.30°10'	12.005			81	98.38°50'	22.425			105	16.302°40'	19.115		
58	306.10°40'	14.615			82	146.05°40'	5.375			106	141.43°	7.14		
59	306.10°40'	14.615			83	100.28°	14.295			107	122.29°40'	12.025		
60	55.01°5'	38.545			84	119.02°00'	18.455			108	140.50°	6.855		
61	55.14°10'	37.975			85	58.78°	22.08			109	172.35°	2.285		
62	330.07°40'	17.435			86	49.41°10'	5.1			110	58.40°00'	5.875		
63	280.25°10'	44.29			87	331.2°30'	39.31					54.06		187.5

NOTE: CORNERS NOT MARKED AT TERMINAL POINTS OF LINES 84 & 85 AND LINES 92 - 108 INCLUSIVE.

- (A) EASEMENT FOR PUBLIC ACCESS
- (B) EASEMENT FOR RECREATIONAL FACILITIES & EASMENT FOR JETTY STRUCTURES & PIERS



Registered: DP 876998
 Date: 25-JUN-1997
 Surveyor: [Signature]
 Title: [Signature]
 For use where space is insufficient to fit print on Plan Form 2
 Council Clerk: [Signature]
 Reduction Ratio: 1:1250
 SURVEYORS REFERENCE: NBP SUB 36
 DP 876998

**Instrument setting out terms of Easements and Restriction on Use of Land
intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

Lengths are in metres

(Sheet 1 of 11 sheets)

DP 876998

Subdivision of Lot 5061 in DP 869304
covered by Council Certificate
No. 8608 of 25-2-1998

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

Norwest Limited
Old Windsor Road
BAULKHAM HILLS NSW 2153

Part 1

- 1. Identity of Easement
firstly referred
to in the plan:**

Easement for Public Access

Schedule of Lots, etc affected

Lots Burdened
Lots 5064,5065,5066

Authority Benefited
Baulkham Hills Shire Council

- 2. Identity of Easement
secondly referred
to in the plan:**

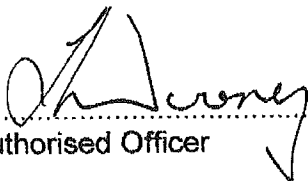
Easement for Recreational Facilities

Schedule of Lots affected

Lots Burdened
Lots 5064,5065,5066

Lot Benefited
Lot 2 DP816340

Approved by
Baulkham Hills Shire Council


.....
Authorised Officer

**Instrument setting out terms of Easements and Restriction on Use of Land
intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

Lengths are in metres

(Sheet 2 of 11 sheets)

DP 876998

Subdivision of Lot 5061 in DP 869304
covered by Council Certificate
No. 8608 of 25 - 2 - 1998

- 3. Identity of Easement
thirdly referred
to in the plan:**

Easement for Jetty Structures & Piers

Schedule of Lots affected

Lots Burdened
Lots 5064,5065,5066

Lot Benefited
Lot 2 DP816340

- 4. Identity of Restriction on Use
fourthly referred
to in the plan:**

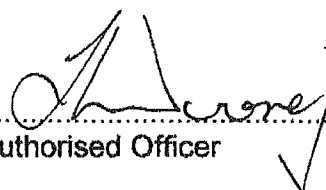
Restriction on the Use of Land

Schedule of Lots etc affected

Lots Burdened
Lots 5064,5065,5066,5067

Lot Benefited
Lot 2 DP816340

Approved by
Baulkham Hills Shire Council


Authorised Officer

**Instrument setting out terms of Easements and Restriction on Use of Land
intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

Lengths are in metres

(Sheet 3 of 11 sheets)

DP 876998

Subdivision of Lot 5061 in DP 869304
covered by Council Certificate
No. 8608 of 25-2-1998

Part 2

**1. Terms of Easement for Public Access firstly referred to in the
abovementioned plan.**

Full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass at all times and for all purposes over that part of the Lot Burdened designated (A) on the abovementioned plan.

The authority having the right to release vary or modify this easement is Baulkham Hills Shire Council.

**2. Terms of Easement For Recreational Facilities secondly referred to in
the abovementioned plan.**

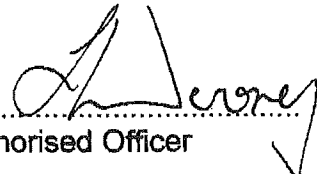
1. Full free and unimpeded right for the Proprietor of the Lot Benefited and all Authorised Users from time to time and at all times and for all Recreational Purposes to enter, remain on, go pass and repass with or without vehicles (whether motorised or not), on, over, through or within the Easement Site; and

2. Full free and unimpeded right for the Proprietor of the Lot Benefited and every person authorised by it from time to time and at all times:

(a) to have, use and carry out Work in relation to all Facilities constructed or to be constructed placed or allowed to remain by the Proprietor of the Lot Benefited on the Easement Site TOGETHER WITH the right for Authorised Users from time to time and at all times with any tools, implements, materials or machinery necessary for the purpose, to enter upon pass and repass over the Lot Burdened and to remain there for any reasonable time for the purpose of carrying out of the Work; and

(b) to licence the hire of the Facilities for any lawful purpose,

Approved by
Baulkham Hills Shire Council


.....
Authorised Officer

**Instrument setting out terms of Easements and Restriction on Use of Land
intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

Lengths are in metres

(Sheet 4 of 11 sheets)

DP 876998

Subdivision of Lot 5061 in DP 869304
covered by Council Certificate
No. 8608 of 25-2-1998

BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also constitute and be covenants and agreements by and between the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

1. The Proprietor of the Lot Benefited and any Authorised User shall take all reasonable precautions to ensure as little disturbance or damage as possible to the Lot Burdened and as soon as reasonably possible after carrying out the Work restore the Lot Burdened as nearly as practicable to such condition prior to the carrying out of the Work, and such restoration shall be carried out at the cost of the Proprietor of the Lot Benefited.
2. The Proprietor of the Lot Benefited shall at all times maintain and repair the Facilities at its own cost and expense and the Proprietor of the Lot Burdened shall not be liable for any defect, damage or failure in respect of the Facilities other than as may be caused or contributed to by the wilful or negligent act or omission of the Proprietor of the Lot Burdened, its contractors and employees.
3. The Proprietor of the Lot Benefited shall not permit the Facilities to fall into disrepair so as to become a hazard or nuisance to any person lawfully upon or within the Lot Burdened or any part of it.
4. The Proprietor of the Lot Benefited shall ensure that the Facilities do not cause any structural damage to any part of the Lot Burdened.
5. (a) The Proprietor of the Lot Burdened shall not do or allow anything to be done on or adjacent to the Lot Burdened which might damage or destroy the Facilities adjacent.
(b) The Proprietor of the Lot Burdened shall take all necessary or reasonable precautions to ensure that nothing is or remains on the Lot Burdened which might in any way prevent obstruct or impede the exercise and enjoyment by the Proprietor of the Lot Benefited or any other Authorised User of the rights hereby granted.

Approved by
Baulkham Hills Shire Council


Authorised Officer

**Instrument setting out terms of Easements and Restriction on Use of Land
intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

Lengths are in metres

(Sheet 5 of 11 sheets)

DP 876998

Subdivision of Lot 5061 in DP 869304
covered by Council Certificate
No. 8608 of 25-2-1998

6. The Proprietor of the Lot Benefited and every Authorised User shall exercise the rights hereby granted so as not to interfere unduly or unreasonably with the rights of the Proprietor of the Lot Burdened and in particular so as not to impede others lawfully using or upon the Lot Burdened.
7. An Authorised User entering upon the Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the Proprietor of the Lot Benefited hereby releases the Proprietor of the Lot Burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the wilful or negligent act or omission of the Proprietor of the Lot Burdened, its contractors or employees.

For the purpose of this easement, unless the contrary intentions appears, the following terms have the following meanings:

"Authorised User" means the Proprietor of the Lot Benefited and every person authorised by it, including but not limited to the invitees, licensees and the duly authorised employees or representatives of the Proprietor of the Lot Benefited and the duly authorised employees of any maintenance contractor engaged by the Proprietor of the Lot Benefited;

"Easement Site" means the part or those parts of the Lot Burdened shown in the abovementioned plan as the site of this easement;

"Facilities" means all facilities constructed, erected or installed or to be constructed, erected or installed on the Easement Site for and in conjunction with the Recreational Purposes, including but not limited to restaurants, kiosks, service facilities, public conveniences, communication facilities, food and beverage outlets, furniture, landscaping, picnic facilities, playground equipment, jogging tracks, walking tracks, cycle ways, sports facilities, barbecue facilities and lighting;

Approved by
Baulkham Hills Shire Council


.....
Authorised Officer

**Instrument setting out terms of Easements and Restriction on Use of Land
intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

Lengths are in metres

(Sheet 6 of 11 sheets)

DP 876998

Subdivision of Lot 5061 in DP 869304
covered by Council Certificate
No. 8608 of 25-2-1998

"Proprietor of the Lot Benefited" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in fee simple in the Lot Benefited and each part of the Lot Benefited;

"Proprietor of the Lot Burdened" means every person (which term includes a corporation) who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened;

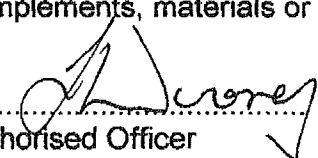
"Recreational Purposes" means all recreational and sporting purposes for which the Easement Site might lawfully be used, including but not limited to picnicking, use as a children's playground, jogging, walking, amusements, operation of toys, cycling and barbecuing;

"Work" means all excavations and other work necessary or desirable for the purposes of this easement or to facilitate the proper enjoyment of this easement or to enable the carrying out of the obligations of the Proprietor of the Lot Benefited under this easement, including but not limited to all work connected with or incidental to constructing, setting out, laying, inspecting, painting, repairing, replacing, maintaining, removing or renewing the Facilities or any part of them.

3. Terms of Easement for Jetty Structures and Piers thirdly referred to in the abovementioned plan:

1. Full free and unimpeded right for the Proprietor of the Lot Benefited and all Authorised Users from time to time and at all times:
 - (a) to construct, use, occupy and operate or allow the operation, use or occupation of all Jetty Structures, Piers and Facilities on, in, over or under the Easement Site.
 - (b) to carry out Work in relation to all Jetty Structures and Piers constructed or to be constructed placed or allowed to remain by the Proprietor of the Lot Benefited on the Easement Site TOGETHER WITH the right from time to time and at all times with any tools, implements, materials or

Approved by
Baulkham Hills Shire Council


Authorised Officer

**Instrument setting out terms of Easements and Restriction on Use of Land
intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

Lengths are in metres

(Sheet 7 of 11 sheets)

Plan: DP 876998

Subdivision of Lot 5061 in DP 869304
covered by Council Certificate
No. 8608 of 25-2-1998

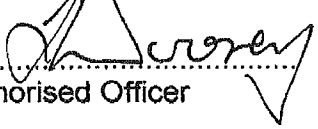
machinery, to enter upon pass and repass over the Lot Burdened and to remain there for any reasonable time for the purpose of carrying out the Work;

- (c) to have the Jetty Structures and Piers supported, upheld and maintained by the waters (surface and sub-surface), banks, and soil (surface and sub-surface) of the Lot Burdened; and
 - (d) to carry out Work in relation to all Facilities constructed or to be constructed on the Piers or Jetty Structures or in or on the Easement Site for the benefit and use of the Proprietor of the Lot Benefited and Authorised Users and to licence the hire of the Facilities for any lawful purpose; and
2. Full free and unimpeded right of the Proprietor of the Lot Benefited and all Authorised Users from time to time and at all times and for the purposes associated with the use and enjoyment of the Jetty Structures and Piers and the Facilities to enter, remain on, go pass and repass with or without vehicles (whether motorised or not), on, over, through or within the Easement Site, including any body of water forming part of the Easement Site.

BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also constitute and be covenants and agreements by and between the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened for themselves and their respective successors,

- 1. The Proprietor of the Lot Benefited and any Authorised User shall take all reasonable precautions to ensure as little disturbance or damage as possible to the Lot Burdened and as soon as reasonably possible after carrying out the Work restore the Lot Burdened as nearly as practicable to such condition prior to the carrying out of the Work, and such restoration shall be carried out at the cost of the Proprietor of the Lot Benefited.
- 2. The Proprietor of the Lot Benefited shall at all times maintain and repair the Jetty Structures, the Piers and the Facilities at its own cost and expense and the Proprietor of the Lot Burdened shall not be liable for any defect, damage or failure in respect of the Facilities other than as may be caused or contributed

Approved by
Baulkham Hills Shire Council


Authorised Officer

**Instrument setting out terms of Easements and Restriction on Use of Land
intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

Lengths are in metres

(Sheet 8 of 11 sheets)

Plan: DP 876998

Subdivision of Lot 5061 in DP 869304
covered by Council Certificate
No. 8608 of 25-2-1998

- to by the wilful or negligent act or omission of the Proprietor of the Lot Burdened, its contractors and employees.
3. The Proprietor of the Lot Benefited shall not permit the Jetty Structures, the Piers and the Facilities to fall into disrepair so as to become a hazard or nuisance to any person lawfully upon or within the Lot Burdened or any part of it.
 4. The Proprietor of the Lot Benefited shall ensure that the Jetty Structures, the Piers and the Facilities do not cause any structural damage to any part of the Lot Burdened.
 5. (a) The Proprietor of the Lot Burdened shall not do or allow anything to be done on or adjacent to the Lot Burdened which might damage or destroy the Jetty Structures, the Piers and the Facilities or which might in any way prevent obstruct or impede the exercise and enjoyment by the Proprietor of the Lot Benefited or any other Authorised User of the rights hereby granted.

(b) The Proprietor of the Lot Burdened shall not allow the water level of the Easement Site to rise above or fall below such levels as may be reasonable having regard to the rights hereby granted to the Proprietor of the Lot Benefited and in this regard the Proprietor of the Lot Benefited shall be entitled to take whatever action is necessary to maintain such water levels.
 6. The Proprietor of the Lot Benefited and every Authorised User shall exercise the rights hereby granted so as not to interfere unduly or unreasonably with the rights of the Proprietor of the Lot Burdened and in particular so as not to impede others lawfully using or upon the Lot Burdened.
 7. Authorised Users may with any tools, implements, materials or machinery necessary for the purpose enter upon, pass or repass over the Lot Burdened and remain there for any reasonable time for the purpose of excavating, repairing, maintaining or renewing any part of the Lot Burdened which has deteriorated or decayed or has been allowed to deteriorate or decay to the

Approved by
Baulkham Hills Shire Council


Authorised Officer

**Instrument setting out terms of Easements and Restriction on Use of Land
intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

Lengths are in metres

(Sheet 9 of 11 sheets)

Plan: DP 876998

Subdivision of Lot 5061 in DP 869304
covered by Council Certificate
No. 8608 of 25-2-1998

extent that the nature of the support of the Jetty Structures and the Piers has been affected.

8. An Authorised User entering upon the Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the Proprietor of the Lot Benefited hereby releases the Proprietor of the Lot Burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the wilful or negligent act or omission of the Proprietor of the Lot Burdened, its contractors or employees.

For the purpose of this easement, unless the contrary intention appears, the following terms have the following meanings:

"Authorised User" means the Proprietor of the Lot Benefited and every person authorised by it, including but not limited to the invitees, licensees and the duly authorised employees or representatives of the Proprietor of the Lot Benefited and the duly authorised employees of any maintenance contractor engaged by the Proprietor of the Lot Benefited;

"Easement Site" means that part or those parts of the Lot Burdened shown in the abovementioned plan as the site of this easement

"Facilities" means all facilities constructed, erected or installed or to be constructed, erected or installed on the Piers or on any part of the Easement Site, including but not limited to restaurants, kiosks, service facilities, public conveniences, communication facilities, food and beverage outlets, furniture, landscaping and recreational facilities;

"Jetty Structures" means all pontoons and jetties constructed or to be constructed on the Easement Site;

"Piers" means all piers and walkways constructed or to be constructed on the Easement Site;

Approved by
Baulkham Hills Shire Council


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Authorised Officer

**Instrument setting out terms of Easements and Restriction on Use of Land
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Lengths are in metres

(Sheet 10 of 11 sheets)

Plan: DP 876998

Subdivision of Lot 5061 in DP 869304
covered by Council Certificate
No. 8608 of 25-2-1998

"Proprietor of the Lot Benefited" means every person (which term includes a corporation) who is at any time entitled to an estate or interest in fee simple in the Lot Benefited and each part of the Lot Benefited.

"Proprietor of the Lot Burdened" means every person (which term includes a corporation) who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened;

"Work" means all excavation and other work necessary or desirable for the purposes of this easement or to facilitate the proper enjoyment of this easement or to enable the carrying out of the obligations of the Proprietor of the Lot Benefited under this easement, including but not limited to all work connected with or incidental to constructing, setting out, laying, inspecting, painting, repairing, replacing, maintaining, removing or renewing the Jetty Structures, the Piers or the Facilities or any part of them, and including but not limited to the sinking or installation of footings, supporting beams and piers, maintaining water levels and draining or adding water in from or to any body of water forming part of the Easement Site.

4. Terms of Restriction on Use fourthly referred to in the abovementioned plan:

No development other than subdivision of a lot shall be carried out in stages without the prior written approval of Norwest Association Limited ACN 003 443 883.

Name of Person empowered to release vary or modify easements secondly and thirdly referred to and restriction on use fourthly referred to in abovementioned Plan

Norwest Association Limited (A.C.N.003 443 883) of Old Windsor Road Baulkham Hills in New South Wales for such time as it remains the registered proprietor of the lot benefited by the said easements and thereafter by the person or persons in whom the legal estate in fee simple in such lot is for the time being vested provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

Approved by
Baulkham Hills Shire Council


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Authorised Officer

**Instrument setting out terms of Easements and Restriction on Use of Land
intended to be created pursuant to Section 88B, Conveyancing Act, 1919.**

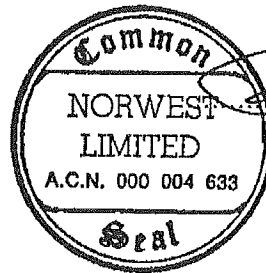
Lengths are in metres

(Sheet 11 of 11 sheets)

Plan: DP 876998

Subdivision of Lot 5061 in DP 869304
covered by Council Certificate
No. 8608 of 25-2-1998

The Common Seal of Norwest Limited
(A.C.N. 000 004 633) was hereunto
affixed by resolution of the Directors in
the presence of



Director

Director

Secretary

Westpac Banking Corporation
MIRN 007 457 141

the Mortgagee under Mortgage
No. 2002184

HEREBY
CONSENTS to the within
88B INSTRUMENT

Dated this 27 day of April 1998

Westpac Banking Corporation
By its Attorneys

Power of Attorney dated the
3 February, 1994

Registered No. 390 Book 4047

RICHARD ENGELSHU
BANK OFFICER
Westpac Banking Corporation

Approved by
Baulkham Hills Shire Council

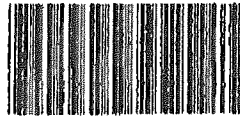
Authorised Officer

REGISTERED 4 - 5 - 1998



B

RELOADED
 31 JAN 1994
 11:00
 POSITIVE COVENANT



I
 900775 R

PURSUANT TO SECTION 88E(3), CONVEYANCING ACT, 1919
 REAL PROPERTY ACT, 1900

PC

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(See Instructions for Completion on back of form)

DESCRIPTION OF LAND Note (a)

Torrens Title Reference	If part only, delete Whole and give details
As set out in Annexure "A" hereto	WHOLE

Note (b)

THE COUNCIL OF THE SHIRE OF BAULKHAM HILLS

a PRESCRIBED AUTHORITY within the meaning of Section 88E(1) of the Conveyancing Act, 1919, hereby imposes on the land above described the positive covenant which is set out in Annexure marked "B" hereto, and applies to have such covenant recorded in the Register.

OFFICE USE ONLY

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Note (c)

The Registered Proprietor of the land above described is NORTH SYDNEY BRICK AND TILE COMPANY LIMITED, Old Windsor Road, Baulkham Hills, New South Wales, 2153

Note (d)

The mortgagee/lessee/chargee/covenant chargee of the land above described is NATWEST AUSTRALIA BANK LIMITED, Qantas International Centre, International Square, Sydney, New South Wales, 2000

DATE

EXECUTION Note (e)

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by an authorised officer of the Prescribed Authority

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Signature of authorised officer

Signed in my presence by the registered proprietor of the land who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Signature of registered proprietor

Notes (e) and (f)

Signed in my presence by the registered proprietor who is personally known to me

Signature of Witness

Name of Witness (BLOCK LETTERS)

TO BE COMPLETED BY LODGING PARTY Notes (g) and (h)

LODGED BY		LOCATION OF DOCUMENTS	
CORAS CHAMBERS WESTGATE		CT	OTHER
			Herewith.
			In L.T.O. with
			Produced by
Delivery Box Number 8985 CPM NORT 3975032			
Checked	Passed	REGISTERED	Secondary Directions
Signed	Extra Fee		Delivery Directions

OFFICE USE ONLY

Delg up proved by S. Frost 1/83 see prior delg

Delg not liable to Stamp Duty 9/20.

Note (i)
 Terms of Pos.
 Covenant



INSTRUCTIONS FOR COMPLETION

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.
 Alterations are NOT to be made by erasure, the words rejected are to be ruled through and initialed by the parties to the dealing in the left hand margin.
 If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.
 The following instructions relate to the side notes on the form.

- (a) Description of land.
 - (i) **TORRENS TITLE REFERENCE**—insert the current Folio Identifier or Volume and Folio of the Certificate of Title for the land the subject of the Covenant, e.g., 135/SP12345 or Vol. 6314 Fol. 120.
 - (ii) **PARTY/HOLE**—if part only of the land in the folio of the Register is affected by the Covenant, delete the word "Whole" and insert "the lot and part number, portion, etc."
- (b) Insert the full name and address of the Prescribed Authority.
- (c) Insert full name and postal address of the registered proprietor.
- (d) If the land is subject to a registered lease, mortgage, charge, etc., insert the full name and postal address of the lessee, mortgagee, chargee etc. If the land is NOT subject to a lease, mortgage, charge, etc., rule through this space.
- (e) **EXECUTION.**
 - GENERALLY** (i) Should there be insufficient space for execution of this dealing use an annexure (Form 1).
 - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by the sub Registrar who should execute the dealing in the presence of an adult witness, to whom he/she is personally known.
 - (iii) Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
 - ATTORNEY** (iv) If the dealing is executed by an attorney for the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the term of execution. Must indicate the source of his/her authority, e.g. "As by laster attorney for receiver or executor, as the case may be" pursuant to power of attorney registered Book No.
 - AUTHORITY** (v) If the dealing is executed pursuant to an authority (other than specified in (iv)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the dealing has been executed.
 - CORPORATION** (vi) If the dealing is executed by a corporation, under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.
- (f) Insert reference to the mortgage, lease, charge, etc., e.g., mortgage No. W161111.
- (g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (h) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration.
- (i) Insert the full particulars of the positive covenant. Should there be insufficient space, use an annexure.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS				
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME		
SECOND SCHEDULE AND OTHER DIRECTIONS				
(D) FOLIO IDENTIFIER FOR MDO DENYING A FOLIO IDENTIFIER	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS



THIS IS THE ANNEXURE MARKED "A" TO MEMORANDUM OF POSITIVE COVENANT
BETWEEN THE COUNCIL OF THE SHIRE OF BAULKHAM HILLS AND NORTH SYDNEY BRICK
AND TILE COMPANY LIMITED DATED THE *Second DAY OF September* 1992

Certificates of Title Folio Identifiers:

3/816342

4/816342

5/816342

201/816343

202/816343 (now being 2021/831173 and 2022/831173)

203/816343

204/816343

205/816343

206/816343

207/816343 (now being 2071/828992, 2072/828992, 2073/828992 and
2074/828992)

401/819130 (now being 501/835983, 502/835983, 503/835983
504/835983, 505/835983, 506/835983)

B

THIS AND THE FOLLOWING FOUR PAGES COMPRISE THE ANNEXURE MARKED "B"
TO MEMORANDUM OF POSITIVE COVENANT BETWEEN THE COUNCIL OF THE
SHIRE OF BAULKHAM HILLS AND NORTH SYDNEY BRICK AND TILE COMPANY
LIMITED DATED THE *Second* DAY OF *September* 1992.

1. Within the period of two (2) years (or such other period as the Council and the Association may from time to time determine) commencing on the date a Development Consent takes effect there must be constructed or erected on the Land, Minimum Improvements in accordance with that Development Consent and for the purposes of this Clause 1, the relevant Minimum Improvements shall be deemed not to be constructed or erected unless and until a Council Certificate has issued in respect thereof or the Minimum Improvements are otherwise capable of being lawfully occupied.
2. Without derogating from and in amplification of Clause 1 of these covenants the Land, including but not limited to all buildings, structures, works, facilities, improvements and natural features upon or within the Land shall at all times be used, maintained, repaired, replaced and renewed in accordance with and in conformity with the Master Scheme and so as to ensure that the Land maintains a parklike appearance (in the opinion of and as determined by the Council and the Association).
3. To enable the proper performance of the covenants and obligations set out in Clauses 1 and 2 of these covenants and as a necessary incident to performing and complying with those covenants, the registered proprietor of the Land from time to time must at all times be a Financial Member of the Association.
4. Clause 1 of these covenants shall be suspended and shall have no force or effect as to any part of the Land in respect of which North Sydney Brick and Tile Company Limited is the registered proprietor, for so long as North Sydney Brick and Tile Company Limited is or remains registered proprietor of that part of the Land.
5. In these restrictions covenants, unless inconsistent with the context:

"Association" means Norwest Association Limited;

"Authority" means any Federal, State or Local Government, semi-Government, quasi-Government or other body or authority, statutory or otherwise including but not limited to the Association in its capacity as approving authority pursuant to the Planning Documents and any court or tribunal;

"Board" means the Board of Directors of the Association duly constituted from time to time;

"Constitution" means the Memorandum of Association and Articles of Association of the Association and all by-laws and regulations created pursuant or incidental thereto from time to time;

"Council" means the Council of the Shire of Baulkham Hills;

"Council Certificate" means a certificate issued or to be issued pursuant to Clause 6 of Ordinance 70 under the Local Government Act 1919 (N.S.W.) or, in the event that certificates issued pursuant to Clause 6 are no longer issued by the Council, any certificate or other document issued by the Council in substitution thereof or which is substantially to the same effect;

"Council Deed" means the agreement entered into by the Association, North Sydney Brick and Tile Company Limited and the Council dated 10 August 1989 and all agreements, deeds and other documents amending, varying or supplementing such agreement or in substitution for such agreement;

"Development" means, in relation to the Land:

- (a) the erection of a building, structure or improvement on, in, over or under the Land;
- (b) the carrying out of a work on, in, over or under the Land;
- (c) the use of the Land or of a building, structure, work or improvement on, in, over or under the Land; and
- (d) the subdivision of the Land;

A reference in this definition of "Development" to:

- (a) the erection of a building, structure or improvement includes, but is not limited to, a reference to the building or rebuilding of, the making of alterations or renovations to, the repair or maintenance of, or the enlargement or extension of, a building, structure or improvement or the placing or relocating of a building, structure or improvement on, in, over or under the Land;
- (b) the carrying out of a work is a reference to any physical activity in relation to the Land and includes, but is not limited to, a reference to the building or rebuilding of, the making of alterations or renovations to, the repair or maintenance of, or the enlargement or extension of, a work, or the demolition or removal of any building, structure, improvement or work on, in, over or under the Land;
- (c) the subdivision of the Land is a reference to:
 - (i) (without limiting the following provisions of this paragraph) the subdivision of land within the meaning of the Local Government Act, 1919;
 - (ii) any other division of the Land into two or more parts which, after the division, would be obviously adapted for separate occupation, use or disposition; or;
 - (iii) the redivision of the Land, by such a subdivision or by any other division, into different parts which, after the redivision, would be obviously adapted for separate occupation, use or disposition;

"Development Consent" means a development consent in respect of a Development granted in respect of the Land by the Council or other relevant Authority (other than the Association and the Panel);

"Development Control Plan" means each and every development control plan and concept development control plan in connection with or relative to Norwest Business Park from time to time;

"Development Guidelines" means the Estate Development Guidelines and the Property Development Guidelines;

"Estate Development Guidelines" means such guidelines in respect of or relating to subdivision, development, landscaping, maintenance and other matters created or adopted by the Association from time to time in respect of the Norwest Business Park;

"Financial Member" means, as at any relevant time, a fully paid up member of the Association who has, at that time, no charges, levies, fees, assessments, expenses or other amounts which are due to the Association or which are payable by that member at the direction of the Association, or which have been assessed by the Association as payable by that member, or which have been paid or are payable by the Association on behalf of or on the account of that member and which are outstanding;

"Floor Space Ratio" is the total floor area of all buildings on a Lot, divided by the total area of that Lot. The total floor area of all buildings excluding deck and balcony floor areas, measured to the outermost limit of their exterior walls shall be included in calculating the Floor Space Ratio.

"Land" means Lot 102 in Deposited Plan 624844 being the land in Certificate of Title Folio Identifier 102/624844 and each and every part of that land which may, from time to time, be divided or subdivided into separate lots within a plan or plans registered at or with the New South Wales Land Titles Office and in the event of any such division or subdivision this definition shall extend and relate to each such divided or subdivided lot and other separate parcel of land therein or created such division or subdivision;

"LEP 1991" means Local Environmental Plan 1991 of the Council;

"Master Scheme" means the scheme of development for the Land as determined by or adopted by the Association and any relevant Authority from time to time incorporating, but not limited to, the Planning Documents, the Constitution, the covenants, easements and restrictions at any time applicable to or proposed in relation to the Land, all other relevant planning, development, control or review procedures which arise in respect of or which relate to the Land and its management and administration (including but not limited to the Board, the Panel and their controls, reviews and procedures) and all arrangements and agreements with the Council (including but not limited to those in the Council Deed), all as varied, amended or substituted from time to time;

"Minimum Improvements" means a building or buildings and associated structures and works in respect of which a Development Consent has been granted which in conjunction with any existing buildings, structures and works on that part of the Land utilize a minimum of ten per cent (10%) (or such other percentage as may from time to time be determined by the Council and the Association) of the Floor Space Ratio relative to the Land to which the relevant Development Consent relates;

"Norwest Business Park" means the Land or such part of the Land as may from time to time comprise the Norwest Business Park or any part of the Norwest Business Park;

"Panel" means the planning and design review panel established or to be established by the Association pursuant to or under the Constitution;

"Planning Documents" means LEP 1991, all other relevant environmental planning instruments (as defined in the Environmental Planning and Assessment Act, 1979 (NSW)), all relevant deemed environmental planning instruments (as defined in the Environmental Planning and Assessment Act, 1979 (NSW)), all relevant draft environmental planning instruments, Development Control Plans, the Development Guidelines and all other planning policies, plans, instruments, affectations, documents or directives issued by the Council or any Authority in respect of or in relation to Norwest Business Park;

"Property Development Guidelines" means such guidelines in respect of or relating to development, improvement, landscaping and other matters created or adopted by the Association from time to time in respect of lots within plans registered at the New South Wales Land Titles Office, and being within the Norwest Business Park;

6. In these covenants unless inconsistent with the context:
- (a) words importing persons shall include individuals, corporations, bodies corporate or politic as the case may be and words importing any of the foregoing shall include such other of the foregoing as may appropriate;

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- (b) words importing the singular number or plural number shall be deemed to include the plural number or singular number respectively;
- (c) words importing any gender shall include all other genders as the case may require;
- (d) references to statutes, ordinances or regulations shall include any statutes, ordinances regulations amending, consolidating or replacing the same and all regulations, ordinances, by-laws and other subordinate or other legislation from time to time relating thereto or in connection therewith;
- (e) a reference to any Authority or to the Association or to any other person, corporation or association shall be a reference to them as so constituted from time to time and shall include their successors and permitted assigns and in respect of any Authority, any administrator thereof or other person appointed by or on behalf of the government of New South Wales or any Minister thereof and any body in which that Authority is merged or which at the relevant time substantially discharges or carries out the functions of that Authority;
- (f) a reference to the Planning Documents or any of them, the Constitution, the Master Scheme or any aspect of it, shall be a reference to them as varied, amended or substituted from time to time to the extent, in respect of the Planning Documents, that such variations, amendments or substitutions are applicable and relevant;

7. The Council may, with the prior written consent of the Association, release, vary or modify these covenants as to use.

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

THE COMMON SEAL of
NORTH SYDNEY BRICK AND
TILE COMPANY LIMITED
(A.C.N. 000 064 633)
was hereunto duly affixed in
accordance with its Articles
of Association and in the
presence of:

David Magney

Director

DAVID MAGNEY

Name of Director
(print)

David Hemmings

Director

David Hemmings

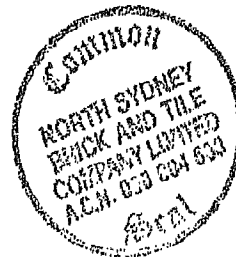
Name of Director
(print)

J.A. Hoad

Secretary

J. A. HOAD

Name of Secretary
(print)





THE COMMON SEAL of
THE COUNCIL OF THE SHIRE OF
BAULKHAM HILLS

)
)
)

Reggy Womersley

Shire President

Reggy Womersley
Womersley

Name of Shire President
(print)

RICHARD CONOLLY

General Manager

Name of General Manager
(print)

THE COMMON SEAL of
NATWEST AUSTRALIA BANK LIMITED
(ACN or ARBN 002 987 957)
is affixed in accordance with
its articles of association in
the presence of:

)
)
)
)
)
)



[Signature]

Director

MICHAEL JOHN BELL

Name of Director
(print)

[Signature]

Secretary

AMANDA R. MATHER

Name of Secretary
(print)

THE COMMON SEAL of)
ANGLICAN RETIREMENT VILLAGES)
DIOCESE OF SYDNEY was affixed by the)
authority of the Board of Directors in the)
presence of:)

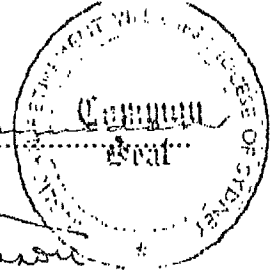


.....
(Board Member)

.....
(Board Member)

Johnman →
.....
(Board Member)

Johnman
.....
(Board Member)



Johnman



THIS IS THE CONSENT OF CATHAY PACIFIC AIRWAYS LIMITED TO THE
MEMORANDUM OF POSITIVE COVENANT BETWEEN THE COUNCIL OF THE SHIRE OF
BAULKHAM HILLS AND NORTH SYDNEY BRICK AND TILE COMPANY LIMITED
DATED THE SECOND DAY OF SEPTEMBER 1992

THE COMMON SEAL of)
CATHAY PACIFIC AIRWAYS LIMITED)
is affixed in accordance with)
its articles of association in)
the presence of:)

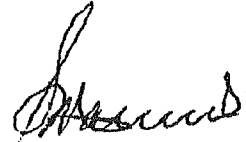
_____ Director

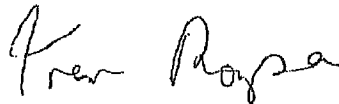
_____ Name of Director
(print)

_____ Secretary

_____ Name of Secretary
(print)

CATHAY PACIFIC AIRWAYS LIMITED)
by its Attorney GRAHAM)
LAURENCE HARBUTT under Power)
of Attorney Registered No.)
923 Book 3477 and it is here-)
by confirmed that no)
revocation of such Power of)
Attorney has been received:)


Attorney



Witness
(Iren Rozsa)



THIS IS THE CONSENT OF AUSTRALIAN AND OVERSEAS TELECOMMUNICATIONS CORPORATION LIMITED TO THE POSITIVE COVENANT EXECUTED BY THE COUNCIL OF THE SHIRE OF BAULKHAM HILLS ON 2 SEPTEMBER 1992

THE COMMON SEAL of)
AUSTRALIAN AND OVERSEAS)
TELECOMMUNICATIONS)
CORPORATION LIMITED)
is affixed in accordance with)
its articles of association in)
the presence of:)

----- Director

----- Name of Director
(print)

----- Secretary

----- Name of Secretary
(print)

PAUL WILKINSON
AUSTRALIAN AND OVERSEAS TELECOMMUNICATIONS CORPORATION LIMITED
The duties of the office of Director
SHANE BURKE
AUSTRALIAN AND OVERSEAS TELECOMMUNICATIONS CORPORATION LIMITED



POSITIVE
COVENANT

**THIS IS THE CONSENT OF AUSTRALIAN POSTAL CORPORATION TO THE
RESTRICTION ON THE USE OF LAND EXECUTED BY THE COUNCIL OF THE SHIRE OF
BAULKHAM HILLS ON 2 SEPTEMBER 1992**

THE COMMON SEAL of
AUSTRALIAN POSTAL CORPORATION
is affixed in accordance with
its articles of association in
the presence of:

Director

Name of Director
(print)

Secretary

Name of Secretary
(print)

SIGNED FOR AND ON BEHALF OF the
AUSTRALIAN POSTAL CORPORATION by
[Signature]

I, the undersigned, being the holder
of the office of the Office of the
Registrar of the Australian Postal
Corporation, do hereby certify that
at the time of the execution of the
above instrument, the person whose
name is written in the margin of this
instrument was duly registered as
a Director of the Australian Postal
Corporation, and that he has
executed the instrument in the
presence of an Officer of the Australian Postal
Corporation.

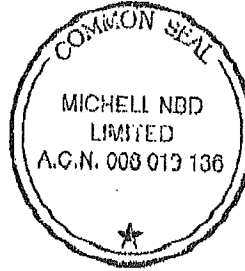
John Gillett
ATTORNEY JOHN GILLETT

P. Em...
WITNESS P. Em...



THIS IS THE CONSENT OF MICHELL NBD LIMITED TO THE POSITIVE COVENANT EXECUTED BY THE COUNCIL OF THE SHIRE OF BAULKHAM HILLS ON 2 SEPTEMBER 1992

THE COMMON SEAL of
MICHELL NBD LIMITED is
affixed in accordance with
its articles of association
in the presence of:



C. A. Sampson

Director

CRINTON A. SAMPSON

Name of Director
(print)

E. L. Hallion

Secretary

EDWARDS LAWRENCE HALLION

Name of Secretary
(print)