

PLAN FORM 6D (Community annexure) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 87 DP 270215	<div style="font-size: 2em; font-weight: bold;">DP270215</div> <div style="font-size: 1.2em;">(DOC.T)</div>	
	Use Only	
	Office Use Only	
Registered 15.11.2012		
<div style="display: flex; justify-content: space-between;"> <div>Subdivision Certificate No.:</div> <div>Date of Endorsement:</div> </div>		
Name of Development (Optional) JACKSONS LANDING	Address for Service of Notices	
<p style="text-align: center;">WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.</p> <p>Any changes will be recorded in a replacement schedule.</p>	<p style="text-align: center;">VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I,, of, being a Valuer registered under the Valuers Registration Act 1975, certify that:</p> <p>(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^</p> <p>(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^, being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.</p> <p>Signature..... Date</p> <p style="font-size: 0.8em;">^ Strike out whichever is inapplicable ^ Insert date of valuation</p>	
<p style="text-align: center;">UPDATE NOTE (Approved Form 8)</p> <p>This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^...29.8.2012.....</p> <p style="font-size: 0.8em;">^ Strike out whichever is inapplicable ^ Insert date</p>		
SCHEDULE OF UNIT ENTITLEMENT <i>(if space is insufficient use additional annexure sheet -Plan Form 6A)</i>		
LOT	ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
3	1374	S.P.62860
4	NOW LOTS 71-72	SEE ADDITIONAL SHEETS 152-155
5	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
6	NOW LOTS 26 & 27	SEE ADDITIONAL SHEETS 39-44
7	NOW LOTS 23-25	SEE ADDITIONAL SHEETS 35-38
8	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
9	234	S.P.62406
10	348	S.P.63466
11	194	
12	NOW LOTS 33-35	SEE ADDITIONAL SHEETS 64-92
13	248	
14	NOW LOTS 46-53	SEE ADDITIONAL SHEETS 130-132
15	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
16	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
17	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
18	--	NOW ROAD COMPRISED IN 18/1011428

HISTORICAL FILE

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

**REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT
 ASSOCIATED WITH THE ACQUISITION OF
 LOT 87 DP 270215**

DP270215

(DOC.T)

Registered:  15.11.2012

* OFFICE USE ONLY

Subdivision Certificate No:

Date of Endorsement:

19	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
20	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
21	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
22	--	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037
23	19	
24	301	S.P.62661
25	48	S.P.63595
26	522	S.P.65564
27	74	
28	556	S.P. 68839
29	--	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1042979 (SEE 9096647)
30	NOW LOTS 33-35	SEE ADDITIONAL SHEETS 64-92
31	NOW LOTS 39-44	SEE ADDITIONAL SHEETS 121-129
32	NOW LOTS 71-73	SEE ADDITIONAL SHEETS 152-155
33	965	S.P.60581
34	--	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061957 (AA151290)
35	NOW LOTS 36-38	SEE ADDITIONAL SHEETS 93-120
36	--	SEVERED FROM SCHEME BY INSTRUMENT OF SEVERANCE (AG 884754)
37	--	ACQUIRED BY MINISTER ADMINSTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 37 IN DP 1071670 (AD718314)
38	NOW LOTS 39-45	SEE ADDITIONAL SHEETS 121-129
39	89	
40	100	S.P.75963
41	5	S.P.75963
42	NOW LOTS 67-70	SEE ADDITIONAL SHEETS 148-151
43	NOW LOTS 71-73	SEE ADDITIONAL SHEETS 152-155
44	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
45	--	CONVERTED TO COMMUNITY PROPERTY
46	15	
47	13	
48	13	
49	13	
50	13	
51	13	
52	14	
53	--	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1029185 (AE77307)
54	757	S.P.73528
55	--	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1072361 (AB41976)
56	NOW LOTS 57-62	SEE ADDITIONAL SHEET 135
57	NOW LOTS 63-66	SEE ADDITIONAL SHEETS 137-147
58	NOW LOT 87	SEE ADDITIONAL SHEET 177
59	NOW LOTS 90-92	SEE ADDITIONAL SHEETS 185-189
60	LOT 88	SEE ADDITIONAL SHEET 177

HISTORICAL FILE

SURVEYOR'S REFERENCE: C165-DP10

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT
 ASSOCIATED WITH THE ACQUISITION OF
 LOT 87 DP 270215

DP270215

(COOC. T)

Registered:  15.11.2012

* OFFICE USE ONLY

Subdivision Certificate No:

Date of Endorsement:

61	NOW LOTS 90-92	ADDITIONAL SHEETS 185-189
62	-	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 62 IN DP 1111517
63	251	S.P.76418
64	NOW LOTS 81 & 82	SEE ADDITIONAL SHEETS 160-167
65	-	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 65 IN DP 1111520
66	NOW LOTS 81 & 82	SEE ADDITIONAL SHEETS 160-167
67	-	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 67 IN DP 1143445 (AE966406)
68	-	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 68 IN DP 1137769 (AE583713)
69	-	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 69 IN DP 1177541 (AH 191143)
70	-	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 70 IN DP 1116261(AE851712)
71	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125692)
72	NOW LOTS 74-77	SEE ADDITIONAL SHEET 156
73	NOW LOTS 74-77	SEE ADDITIONAL SHEET 156
74	0	PROPOSED PUBLIC OPEN SPACE
75	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.11130807 (AE 180573)
76	NOW LOT 80	SEE ADDITIONAL SHEETS 158 & 159
77	NOW LOTS 78 & 79	SEE ADDITIONAL SHEETS 158 & 159
78	581	SP 80937
79	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125693)
80	0	NOW ROAD
81	941	SP 82306
82	NOW LOTS 83-85	SEE ADDITIONAL SHEETS 168 & 176
83	1150	SP 84689
84	NOW LOT 86	SEE ADDITIONAL SHEETS 177-184
85	0	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 85 IN DP 1176538
86	934	SP 86806
87	0	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP 1179945(AH291216)
88	NOW LOT 89	SEE ADDITIONAL SHEETS 185-189
89	0	PROPOSED ROAD
90	0	PROPOSED PUBLIC OPEN SPACE
91	215	SP 86684
92	0	PROPOSED PUBLIC OPEN SPACE
93	0	PROPOSED PUBLIC OPEN SPACE
TOTAL	10000	

HISTORICAL FILE

SURVEYOR'S REFERENCE: C165-DP11

DP270215_SHT1

PLAN FORM 6D (Community annexure) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 74 DP 270215	<div style="float: right; font-size: small;">Use Only</div> <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">DP270215</div> <div style="font-size: 1.2em; margin: 5px 0;">(Doc. 5)</div> <div style="clear: both;"></div> <div style="display: flex; justify-content: space-between; align-items: center;"> <div>Registered: </div> <div>8.3.2013</div> </div> <div style="text-align: right; font-size: x-small;">Office Use Only</div>	
<div style="display: flex; justify-content: space-between;"> <div>Subdivision Certificate No.:</div> <div>Date of Endorsement:</div> </div>		
<div style="text-align: center; font-size: small;">Name of Development (Optional)</div> <div style="text-align: center; margin-top: 20px; font-weight: bold;">JACKSONS LANDING</div>	<div style="text-align: center; font-size: small;">Address for Service of Notices</div>	
<div style="text-align: center; font-weight: bold; font-size: small;">WARNING STATEMENT (Approved Form 7)</div> <p style="font-size: x-small;">This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.</p> <p style="font-size: x-small;">Any changes will be recorded in a replacement schedule.</p>	<div style="text-align: center; font-weight: bold; font-size: small;">VALUER'S CERTIFICATE (Approved Form 9)</div> <p style="font-size: x-small;">I, of being a Valuer registered under the Valuers Registration Act 1975, certify that;</p> <p style="font-size: x-small;">(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^</p> <p style="font-size: x-small;">(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.</p> <p style="font-size: x-small;">Signature..... Date</p> <div style="display: flex; justify-content: space-between; font-size: x-small;"> * Strike out whichever is inapplicable * Insert date of valuation </div>	
<div style="text-align: center; font-weight: bold; font-size: small;">UPDATE NOTE (Approved Form 8)</div> <p style="font-size: x-small;">This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^...15 November 2012</p> <div style="font-size: x-small;">* Strike out whichever is inapplicable ^ Insert date</div>		
SCHEDULE OF UNIT ENTITLEMENT (if space is insufficient use additional annexure sheet -Plan Form 6A)		
LOT	ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
3	1374	S.P.62680
4	NOW LOTS 71-72	SEE ADDITIONAL SHEETS 152-155
5	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
6	NOW LOTS 26 & 27	SEE ADDITIONAL SHEETS 39-44
7	NOW LOTS 23-25	SEE ADDITIONAL SHEETS 35-38
8	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
9	234	S.P.62406
10	348	S.P.63466
11	194	
12	NOW LOTS 33-35	SEE ADDITIONAL SHEETS 64-82
13	248	
14	NOW LOTS 46-53	SEE ADDITIONAL SHEETS 130-132
15	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
16	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
17	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
18	-	NOW ROAD COMPRISED IN 18/1011428

Surveyor's Reference: C165-DP6

PLAN FORM 6A (Annexure Sheet)

DP270215 SHT1

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT
 ASSOCIATED WITH THE ACQUISITION OF
 LOT 74 DP 270215

DP270215

(DOC. U)

Registered:



8.3.2013

* OFFICE USE ONLY

Subdivision Certificate No: _____

Date of Endorsement: _____

19	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
20	NOW LOTS 64-66	SEE ADDITIONAL SHEETS 133-134
21	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
22	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037
23	19	
24	301	S.P.62661
25	48	S.P.63595
26	522	S.P.65564
27	74	
28	556	S.P. 68839
29	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1042979 (SEE 0006647)
30	NOW LOTS 33-35	SEE ADDITIONAL SHEETS 64-62
31	NOW LOTS 39-44	SEE ADDITIONAL SHEETS 121-129
32	NOW LOTS 71-73	SEE ADDITIONAL SHEETS 152-155
33	965	S.P.69581
34	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061957 (AA151290)
35	NOW LOTS 36-38	SEE ADDITIONAL SHEETS 93-120
36	-	SEVERED FROM SCHEME BY INSTRUMENT OF SEVERANCE (AG 884754)
37	-	ACQUIRED BY MINISTER ADMINSTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 37 IN DP 1071870 (AD718314)
38	NOW LOTS 39-45	SEE ADDITIONAL SHEETS 121-129
39	89	
40	100	S.P.75963
41	5	S.P.75963
42	NOW LOTS 67-70	SEE ADDITIONAL SHEETS 148-151
43	NOW LOTS 71-73	SEE ADDITIONAL SHEETS 152-155
44	NOW LOTS 64-66	SEE ADDITIONAL SHEETS 133-134
45	-	CONVERTED TO COMMUNITY PROPERTY
46	15	
47	13	
48	13	
49	13	
50	13	
51	13	
52	14	
53	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1128185 (AE77307)
54	767	S.P.73528
55	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1072361 (AB41976)
56	NOW LOTS 57-62	SEE ADDITIONAL SHEET 135
57	NOW LOTS 63-66	SEE ADDITIONAL SHEETS 137-147
58	NOW LOT 87	SEE ADDITIONAL SHEET 177
59	NOW LOTS 90-92	SEE ADDITIONAL SHEETS 185-189
60	LOT 88	SEE ADDITIONAL SHEET 177

HISTORICAL FILE

SURVEYOR'S REFERENCE: C165-DP6

PLAN FORM 6A (Annexure Sheet)

DP270215 SHT1

creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

**REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT
ASSOCIATED WITH THE ACQUISITION OF
LOT 74 DP 270215**

DP270215

(DOC.U)

Registered:



8.3.2013

* OFFICE USE ONLY

Subdivision Certificate No: _____

Date of Endorsement: _____

61	NOW LOTS 80-82	ADDITIONAL SHEETS 185-189
62	--	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 62 IN DP 1111517
63	251	S.P.76418
64	NOW LOTS 81 & 82	SEE ADDITIONAL SHEETS 160-167
65	--	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 65 IN DP 1111520
66	NOW LOTS 81 & 82	SEE ADDITIONAL SHEETS 160-167
67	--	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 67 IN DP 1143445 (AE966406)
68	--	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 68 IN DP 1137769 (AE683713)
69	--	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 69 IN DP 1177541
70	--	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 70 IN DP 1116251(AE651712)
71	--	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125692)
72	NOW LOTS 74-77	SEE ADDITIONAL SHEET 156
73	NOW LOTS 74-77	SEE ADDITIONAL SHEET 156
74	--	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1182850 (AH515582)
75	--	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.11130807 (AE 180573)
76	NOW LOT 80	SEE ADDITIONAL SHEETS 158 & 159
77	NOW LOTS 78 & 79	SEE ADDITIONAL SHEETS 158 & 159
78	581	SP 80937
79	--	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125693)
80	0	PROPOSED ROAD
81	941	SP 82306
82	NOW LOTS 83-85	SEE ADDITIONAL SHEETS 168 & 176
83	1150	SP 84689
84	NOW LOT 86	SEE ADDITIONAL SHEETS 177-184
85	0	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 85 IN DP 1178538
86	934	SP 86806
87	0	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP 1179945(AH291216)
88	NOW LOT 89	SEE ADDITIONAL SHEETS 185-189
89	0	PROPOSED ROAD
90	0	PROPOSED PUBLIC OPEN SPACE
91	215	SP 86684
92	0	PROPOSED PUBLIC OPEN SPACE
93	0	PROPOSED PUBLIC OPEN SPACE
TOTAL	10000	

**HISTORICAL FILE
SEE ADMINISTRATION SHEET (DOC.V)**

SURVEYOR'S REFERENCE: C165-DP6

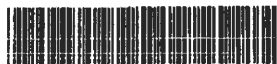
PLAN FORM 6D (Community annexure) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

**REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT
 ASSOCIATED WITH THE ACQUISITION OF
 LOT 92 DP 270215**

Use Only



DP270215 S (Doc. v)

Office Use Only

Registered:  27.03.2013

Subdivision Certificate No.:

Date of Endorsement:

Name of Development (Optional)

JACKSONS LANDING

Address for Service of Notices

WARNING STATEMENT (Approved Form 7)

This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.

Any changes will be recorded in a replacement schedule.

UPDATE NOTE (Approved Form 8)

This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^ 08.03.2013

* Strike out whichever is inapplicable

^ Insert date

VALUER'S CERTIFICATE (Approved Form 9)

I,
 of
 being a Valuer registered under the Valuers Registration Act 1975, certify that;

*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on
 ^

*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on ^ being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.

Signature..... Date

* Strike out whichever is inapplicable

^ Insert date of valuation

SCHEDULE OF UNIT ENTITLEMENT

(if space is insufficient use additional annexure sheet -Plan Form 6A)

LOT	ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
3	1374	S.P.62660
4	NOW LOTS 71-73	SEE ADDITIONAL SHEETS 152-155
5	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
6	NOW LOTS 26 & 27	SEE ADDITIONAL SHEETS 39-44
7	NOW LOTS 23-25	SEE ADDITIONAL SHEETS 35-38
8	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
9	234	S.P.62406
10	348	S.P.63466
11	194	
12	NOW LOTS 33-35	SEE ADDITIONAL SHEETS 64-92
13	248	
14	NOW LOTS 46-53	SEE ADDITIONAL SHEETS 130-132
15	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
16	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
17	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
18	--	NOW ROAD COMPRISED IN 18/1011428

Surveyor's Reference: C165-DP12

PLAN FORM 0A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

**REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT
 ASSOCIATED WITH THE ACQUISITION OF
 LOT 92 DP 270215**

DP270215

(Doc. V)

Registered:



27.03.2013

Subdivision Certificate No:

Date of Endorsement:

19	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
20	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
21	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
22	—	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037
23	19	
24	301	S.P.62661
25	48	S.P.63595
26	522	S.P.65564
27	74	
28	556	S.P. 68839
29	—	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1042979 (SEE 9096647)
30	NOW LOTS 33-35	SEE ADDITIONAL SHEETS 64-92
31	NOW LOTS 39-44	SEE ADDITIONAL SHEETS 121-129
32	NOW LOTS 71-73	SEE ADDITIONAL SHEETS 152-155
33	965	S.P.69581
34	—	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061957 (AA151290)
35	NOW LOTS 36-38	SEE ADDITIONAL SHEETS 93-120
36	—	SEVERED FROM SCHEME BY INSTRUMENT OF SEVERANCE (AG 884754)
37	—	ACQUIRED BY MINISTER ADMINSTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 37 IN DP 1071670 (AD718314)
38	NOW LOTS 39-45	SEE ADDITIONAL SHEETS 121-129
39	89	
40	100	S.P.75963
41	5	S.P.75963
42	NOW LOTS 67-70	SEE ADDITIONAL SHEETS 148-151
43	NOW LOTS 71-73	SEE ADDITIONAL SHEETS 152-155
44	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
45	—	CONVERTED TO COMMUNITY PROPERTY
46	15	
47	13	
48	13	
49	13	
50	13	
51	13	
52	14	
53	—	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1129185 (AE77307)
54	757	S.P.73528
55	—	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1072361 (AB41976)
56	NOW LOTS 57-62	SEE ADDITIONAL SHEET 135
57	NOW LOTS 63-66	SEE ADDITIONAL SHEETS 137-147
58	NOW LOT 87	SEE ADDITIONAL SHEET 177
59	NOW LOTS 90-92	SEE ADDITIONAL SHEETS 185-189
60	LOT 88	SEE ADDITIONAL SHEET 177

HISTORICAL FILE

SURVEYOR'S REFERENCE: C165-DP12

* OFFICE USE ONLY

PLAN FORM DA (AMMEXURE SHEET)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT
 ASSOCIATED WITH THE ACQUISITION OF
 LOT 92 DP 270215

DP270215

(DOC.V)

Registered:  27.03.2013

* OFFICE USE ONLY

Subdivision Certificate No:

Date of Endorsement:

61	NOW LOTS 90-92	ADDITIONAL SHEETS 185-189
62	--	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 62 IN DP 1111517
63	251	S.P.76418
64	NOW LOTS 81 & 82	SEE ADDITIONAL SHEETS 160-167
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68	--	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 68 IN DP 1137769 (AE583713)
69	--	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 69 IN DP 1177541
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71	--	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125692)
72	NOW LOTS 74-77	SEE ADDITIONAL SHEET 156
73	NOW LOTS 74-77	SEE ADDITIONAL SHEET 156
74	--	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP 1182850
75	--	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.11130807 (AE 180573)
76	NOW LOT 80	SEE ADDITIONAL SHEETS 158 & 159
77	NOW LOTS 78 & 79	SEE ADDITIONAL SHEETS 158 & 159
78	581	SP 80937
79	--	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125693)
80	--	NOW ROAD
81	941	SP 82306
82	NOW LOTS 83-85	SEE ADDITIONAL SHEETS 168 & 176
83	1150	SP 84689
84	NOW LOT 86	SEE ADDITIONAL SHEETS 177-184
85	--	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 85 IN DP 1176538
86	934	SP 86806
87	0	PROPOSED ROAD
88	NOW LOT 89	SEE ADDITIONAL SHEETS 185-189
89	0	PROPOSED ROAD
90	0	PROPOSED PUBLIC OPEN SPACE
91	215	SP 86684
92	--	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 92 IN DP 1182887 (AH523297)
93	--	ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 93 IN DP 1182885
TOTAL	10000	

HISTORICAL FILE

SEE ADMINISTRATION SHEET (DOC. W)

SURVEYOR'S REFERENCE: C165-DP12

PLAN FORM 6D (Community annexure) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 93 DP 270215	<div style="text-align: center; font-size: 24pt; font-weight: bold;">DP270215</div> <div style="text-align: center; font-size: 18pt;">(DOC.W)</div> <div style="text-align: right; font-size: 10pt;">Office Use Only</div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Subdivision Certificate No.:</div> <div style="width: 45%;">Date of Endorsement:</div> </div>		
<div style="text-align: center; font-weight: bold;">Name of Development (Optional)</div> <div style="text-align: center; padding-top: 20px;">JACKSONS LANDING</div>	<div style="text-align: center; font-weight: bold;">Address for Service of Notices</div>	
<div style="text-align: center; font-weight: bold;">WARNING STATEMENT (Approved Form 7)</div> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.</p> <p>Any changes will be recorded in a replacement schedule.</p>	<div style="text-align: center; font-weight: bold;">VALUER'S CERTIFICATE (Approved Form 9)</div> <p>I, of being a Valuer registered under the Valuers Registration Act 1975, certify that;</p> <p>*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on [^]</p> <p>*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on [^] being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.</p> <p>Signature Date</p> <p style="font-size: 10pt;">* Strike out whichever is inapplicable [^] Insert date of valuation</p>	
<div style="text-align: center; font-weight: bold;">UPDATE NOTE (Approved Form 8)</div> <p>This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on [^] 27.3.2013</p> <p style="font-size: 10pt;">* Strike out whichever is inapplicable [^] Insert date</p>		
SCHEDULE OF UNIT ENTITLEMENT <i>(if space is insufficient use additional annexure sheet -Plan Form 6A)</i>		
LOT	ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
3	1374	S.P.62660
4	NOW LOTS 71-73	SEE ADDITIONAL SHEETS 152-155
5	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
6	NOW LOTS 26 & 27	SEE ADDITIONAL SHEETS 39-44
7	NOW LOTS 23-25	SEE ADDITIONAL SHEETS 35-38
8	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
9	234	S.P.62406
10	348	S.P.63466
11	194	
12	NOW LOTS 33-35	SEE ADDITIONAL SHEETS 64-92
13	248	
14	NOW LOTS 46-63	SEE ADDITIONAL SHEETS 130-132
15	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
16	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
17	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
18	--	NOW ROAD COMPRISED IN 18/1011428
Surveyor's Reference: C165-DP11		

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

**REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT
 ASSOCIATED WITH THE ACQUISITION OF
 LOT 93 DP 270215**

DP270215

(DOC. W)

Registered:



28.3.2013

Subdivision Certificate No:

Date of Endorsement:

19	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
20	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
21	NOW LOTS 28-32	SEE ADDITIONAL SHEETS 45-63
22	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037
23	19	
24	301	S.P.62661
25	48	S.P.63595
26	522	S.P.85564
27	74	
28	556	S.P. 68839
29	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1042979 (SEE 9086647)
30	NOW LOTS 33-35	SEE ADDITIONAL SHEETS 64-82
31	NOW LOTS 39-44	SEE ADDITIONAL SHEETS 121-129
32	NOW LOTS 71-73	SEE ADDITIONAL SHEETS 152-155
33	965	S.P.69581
34	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1081957 (AA151290)
35	NOW LOTS 36-38	SEE ADDITIONAL SHEETS 93-120
36	-	SEVERED FROM SCHEME BY INSTRUMENT OF SEVERANCE (AG 884754)
37	-	ACQUIRED BY MINISTER ADMINSTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 37 IN DP 1071670 (AD718314)
38	NOW LOTS 39-45	SEE ADDITIONAL SHEETS 121-129
39	89	
40	100	S.P.75963
41	5	S.P.75963
42	NOW LOTS 67-70	SEE ADDITIONAL SHEETS 148-151
43	NOW LOTS 71-73	SEE ADDITIONAL SHEETS 152-155
44	NOW LOTS 54-56	SEE ADDITIONAL SHEETS 133-134
45	-	CONVERTED TO COMMUNITY PROPERTY
46	15	
47	13	
48	13	
49	13	
50	13	
51	13	
52	14	
53	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1129185 (AE77307)
54	757	S.P.73528
55	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1072361 (AB41976)
56	NOW LOTS 57-62	SEE ADDITIONAL SHEET 135
57	NOW LOTS 63-66	SEE ADDITIONAL SHEETS 137-147
58	NOW LOT 87	SEE ADDITIONAL SHEET 177
59	NOW LOTS 90-92	SEE ADDITIONAL SHEETS 185-189
60	LOT 88	SEE ADDITIONAL SHEET 177

SURVEYOR'S REFERENCE: C165-DP11

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT
 ASSOCIATED WITH THE ACQUISITION OF
 LOT 93 DP 270215

DP270215

(DOC. W)

Registered:



28.3.2013

Subdivision Certificate No:

Date of Endorsement:

61	NOW LOTS 90-92	ADDITIONAL SHEETS 185-189
62	-	ACQUIRED BY MINISTER ADMINSTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 62 IN DP 1111517
63	251	S.P.76418
64	NOW LOTS 81 & 82	SEE ADDITIONAL SHEETS 160-167
65	-	ACQUIRED BY MINISTER ADMINSTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 65 IN DP 1111520
66	NOW LOTS 81 & 82	SEE ADDITIONAL SHEETS 160-167
67	-	ACQUIRED BY MINISTER ADMINSTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 67 IN DP 1143445 (AE966406)
68	-	ACQUIRED BY MINISTER ADMINSTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 68 IN DP 1137769 (AE583713)
69	-	ACQUIRED BY MINISTER ADMINSTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 69 IN DP
70	-	ACQUIRED BY MINISTER ADMINSTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 70 IN DP 1116251(AE651712)
71	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125692)
72	NOW LOTS 74-77	SEE ADDITIONAL SHEET 156
73	NOW LOTS 74-77	SEE ADDITIONAL SHEET 156
74	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP1182850 (AH515582)
75	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.11130807 (AE 180573)
76	NOW LOT 80	SEE ADDITIONAL SHEETS 158 & 159
77	NOW LOTS 78 & 79	SEE ADDITIONAL SHEETS 158 & 159
78	581	SP 80937
79	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125693)
80	0	NOW ROAD
81	941	SP 82306
82	NOW LOTS 83-85	SEE ADDITIONAL SHEETS 168 & 176
83	1150	SP 84689
84	NOW LOT 86	SEE ADDITIONAL SHEETS 177-184
85	0	ACQUIRED BY MINISTER ADMINSTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 85 IN DP 1176538
86	934	SP 86806
87	-	ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP 1179945(AH291216)
88	NOW LOT 89	SEE ADDITIONAL SHEETS 185-189
89	0	PROPOSED ROAD
90	0	PROPOSED PUBLIC OPEN SPACE
91	215	SP 86684
92	0	PROPOSED PUBLIC OPEN SPACE
93	0	ACQUIRED BY MINISTER ADMINSTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 93 IN DP 1182885 (AH523293)
TOTAL	10000	

⊖ ACQUIRED BY THE MINISTER ADMINISTERING THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979 (DP1182887) (AH523297)

SURVEYOR'S REFERENCE: C165-DP11

* OFFICE USE ONLY

DP270215

COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

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

Particulars of each document are as follows:-

Document No.	Plan/Instrument Registration Date	No. of Sheets In Plan	No. Sheets in Section 88B Inst.
Document 1	16.5.2000	34	14
DOC 2	6.6.2000	5	15
DOCUMENT 3	20.6.2001	6	15
DOCUMENT 4	17.10.2002	20	14
DOCUMENT 5	8.1.2003	30	40
DOCUMENT 6	16.4.2004	29	8
DOCUMENT 7	10.6.2004	10	34
DOCUMENT 8	12.8.2004	4	8
DOCUMENT 9	1.11.2004	3	11
DOCUMENT 10	15.2.2006	3	12
DOCUMENT 11	27.2.2006	12	30

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

DP270215

COVER SHEET FOR SECTION 88B INSTRUMENT

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ATTENTION
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A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 12	20-12-2007	5	3
Document 13	13-2-2008	5	8
Document 14	23-4-2008	2	6
Document 15	3-4-2009	8	11
Document 16	12-10-2010	9	22
Document 17	6.3.2012	8	7
Document 18	30.4.2012	5	16

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED
(INCLUDING COVER SHEET) ☐

DOC.1

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

Sheet 1 of 14 sheets

DP270215

Plan of subdivision covered by Subdivision Certificate No.

Full name and address of the owner of the land:

Jacksons Landing Development Pty
Limited of Tower Building, Australia
Square, George Street, Sydney
ACN 073 932 206

Part 1

1. **Identity of easement, profit a Easement to Access & Use Switchboard**
prendre, restriction or positive 1.8 Wide
covenant to be created and firstly
referred to in the plan:

Schedule of Lots etc. affected

Lots burdened

**Lots, relevant roads, bodies or
prescribed authorities benefited**

1

21 (part designated "Z" on the plan),
Minister Administering Environmental
Planning & Assessment Act 1979

2. **Identity of easement, profit a Easement for Overhanging Structure**
prendre, restriction or positive 0.75 Wide
covenant to be created and
secondly referred to in the plan:

Schedule of Lots etc. affected

Lots burdened

**Lots, relevant roads, bodies or
prescribed authorities benefited**

7

13


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Council Authorised Person

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Doc. 1

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

Sheet 2 of 14 sheets

3. Identity of easement, profit a Easement for Drainage of Water 2 Wide
prendre, restriction or positive & Variable
covenant to be created and thirdly
referred to in the plan:

Schedule of Lots etc. affected

Lots burdened	Lots, relevant roads, bodies or prescribed authorities
21	3

4. Identity of easement, profit a Easement for Drainage of Sewage 1.5
prendre, restriction or positive Wide & Variable
covenant to be created and
fourthly referred to in the plan:

Schedule of Lots etc. affected

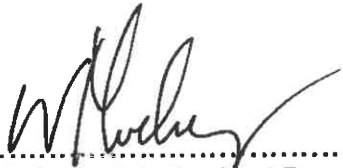
Lots burdened	Lots, relevant roads, bodies or prescribed authorities
21	3

5. Identity of easement, profit a Easement for Drainage of Water 2.33, 3,
prendre, restriction or positive 4 & 6 Wide
covenant to be created and fifthly
referred to in the plan:

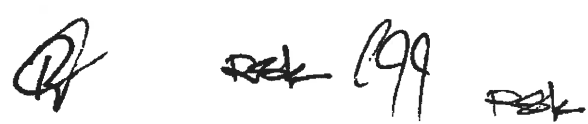
Schedule of Lots etc. affected

Lots burdened	Lots, relevant roads, bodies or prescribed authorities
21	18, 19

DP270215


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Doc. 1

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

Sheet 3 of 14 sheets

6. **Identity of easement, profit a Easement for Drainage of Water 2.085, prendre, restriction or positive 2.33 & 3.63 Wide covenant to be created and sixthly referred to in the plan:**

Schedule of Lots etc. affected

Lots burdened

3

Lots, relevant roads, bodies or prescribed authorities

18, 19

7. **Identity of easement, profit a Easement for Security Conduits Over prendre, restriction or positive Existing Line of Conduits covenant to be created and seventhly referred to in the plan:**

Schedule of Lots etc. affected

Lots burdened

21, 1, 5

Lots, relevant roads, bodies or prescribed authorities

2, 3, 4, 5, 6, 7 and 13

8. **Identity of easement, profit a Positive Covenant (1) prendre, restriction or positive covenant to be created and eighthly referred to in the plan:**

Schedule of Lots etc. affected

Lots burdened

19, 20, 21 (part designated "X" on the plan),
22


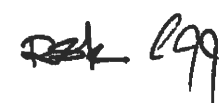

Lots, relevant roads, bodies or prescribed authorities

Sydney Harbour Foreshore Authority

DP270215


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Doc 1

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

Sheet 4 of 14 sheets

9. Identity of easement, profit a Restriction on Use of Land (1)
 prendre, restriction or positive
 covenant to be created and ninthly
 referred to in the plan:

Schedule of Lots etc. affected

Lots burdened	Lots, relevant roads, bodies or prescribed authorities
19, 20, 21 (part designated "X" on the plan), 22	Sydney Harbour Foreshore Authority

10. Identity of easement, profit a Positive Covenant (2)
 prendre, restriction or positive
 covenant to be created and tenthly
 referred to in the plan:

Schedule of Lots etc. affected

Lots burdened	Lots, relevant roads, bodies or prescribed authorities
21 (part designated "Y" on the plan)	Minister Administering the Environmental Planning & Assessment Act 1979

11. Identity of easement, profit a Restriction on Use of Land (2)
 prendre, restriction or positive
 covenant to be created and
 eleventhly referred to in the plan:

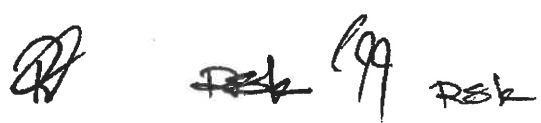
Schedule of Lots etc. affected

Lots burdened	Lots, relevant roads, bodies or prescribed authorities
21 (part designated "Y" on the plan)	Minister Administering the Environmental Planning & Assessment Act 1979

DP270215


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Doc 1

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

Sheet 5 of 14 sheets

DP270215

Part 2

1. Terms of easement, profit a prendre, restriction or positive covenant firstly referred to in the plan

1.1 The owner of the lot benefited, the authority benefited and any persons authorised by them may access and use the switchboard located within the easement site which controls the irrigation and electricity supply to the lot benefited ("Switchboard").

1.2 In exercising the powers granted by clause 1.1, the owner of the lot benefited and the authority benefited must cause as little inconvenience as is practicable to the owner of the lot burdened.

1.3 The owner of the lot benefited and the authority benefited must not do or allow anything to be done to damage or interfere with the operation of the Switchboard.

1.4 The owner of the lot burdened must keep the Switchboard in good repair and safe condition.

2. Terms of easement, profit a prendre, restriction or positive covenant secondly referred to in the plan

2.1 The owner of the lot benefited and any person authorised by that owner may use the area within the easement site, but only:

(a) for affixing a structure over the site ("Structure") and insist that the Structure remain; and

(b) otherwise in accordance with the rights set out in this easement.

2.2 The owner of the lot benefited:

(a) must keep the Structure in good repair and safe condition; and

(b) may do anything reasonably necessary for those purposes including:

(i) entering the lot burdened;

(ii) taking anything onto the lot burdened; and

(iii) carrying out work.

2.3 In exercising those powers the owner of the lot benefited must:

(a) ensure all work is done properly; and


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Doc1

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

Sheet 6 of 14 sheets

- (b) cause as little inconvenience as practicable to the owner and the occupier of the lot burdened; and
 - (c) restore the lot burdened as is practicable to its form or condition; and
 - (d) make good any collateral damage.
- 2.4 The owner of the lot burdened may insist that this easement be extinguished when the Structure on the lot benefited is removed.
- 2.5 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the Structure.
- 3. Terms of easement, profit a prendre, restriction or positive covenant severally referred to in the plan**
- 3.1 The owner of the lot benefited may:
- (a) use the conduits, cables, access pits and connection devices located within the site of this easement at the date of registration of this plan, for the purpose of providing a security system to or from the lots benefited; and
 - (b) do anything reasonably necessary for that purpose including:
 - (i) enter in the lot burdened;
 - (ii) taking onto the lot burdened; and
 - (iii) carrying out work such as constructing, placing, repairing or maintaining the security conduits and related structures.
- 3.2 In exercising the powers referred to in clause 3.1, the owner of the lot benefited must:
- (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and improvement on it;
 - (d) restore the lot burdened as nearly as is practicable to its form or condition; and
 - (e) make good any collateral damage.

DP270215


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Doc 1

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

Sheet 7 of 14 sheets

4. Terms of easement, profit a prendre, restriction or positive covenant eighthly referred to in the plan

4.1 Subject to clause 4.2 of this covenant under section 88E of the Conveyancing Act 1919 and in compliance with the provisions of the Development Consent, the owner of the lot burdened must at its cost:

- (a) prepare and cause to be registered in the Land Titles Office of New South Wales according to section 34 of the Community Land Development Act 1989 an acquisition plan of the Lot Burdened;
- (b) lodge with the acquisition plan a transfer under the Real Property Act 1900 in registrable form which transfers the lot burdened to the authority benefited the lot burdened.

The authority benefited will promptly do all things reasonably necessary to assist (at the cost of) the owner of the lot burdened to procure registration of the acquisition plan and transfer referred to in clause 4.1.

- 4.2 The authority benefited and the owner of the lot burdened agree that if the terms of the Development Consent are varied, they must amend the terms of this positive covenant to the extent required to give effect to that variation.
- 4.3 The owner of the lot burdened acknowledges that this positive covenant gives effect to essential provisions of Deed in connection with the transfer of the lot burdened to the authority benefited.
- 4.4 The terms of this positive covenant are covenants and agreements between the authority benefited and the owner of the lot burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.
- 4.5 The owner of the lot burdened and the authority benefited agree that compensation in the sum of \$10.00 is payable by the authority benefited to the owner of the lot burdened under Land Acquisition (Just Terms Compensation) Act 1991 in connection with the creation of this positive covenant over the lot burdened and subsequent acquisition and transfer of the lot burdened to the authority benefited.
- 4.6 The terms of this positive covenant will not apply to the authority benefited after the authority benefited acquires the lot burdened.
- 4.7 In this positive covenant:
 - (a) **Development Consent** means the development consent granted by the Land and Environment Court on 30 April 1999 (and its subsequent amendments on

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Council Authorised Person

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DP270215

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

Sheet 8 of 14 sheets

6 December 1999, 21 December 1999) and as may be further amended by the Court.

- (b) **Deed** means the deed of acquisition and release entered into by the Authority Benefited, Jacksons Landing Development Pty Limited and other parties and dated on or about April 2000.

5. Terms of easement, profit a prendre, restriction or positive covenant ninthly referred to in the plan

5.1 Subject to clause 5.2, the lot burdened must not be:

- (a) subdivided so as to form two or more lots in a current plan registered in the Land Titles Office of New South Wales; or
- (b) used for any purpose other than the Permitted Purpose
- without the consent in writing of the authority benefited.

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

- (a) the lot burdened may be subdivided for the purpose of transfer of parts of the lot burdened in stages as contemplated in the Development Consent;
- (b) with the consent of the authority benefited, the Lot Burdened may be subdivided so as to effect minor boundary adjustments to the Lot Burdened; and
- (c) that if the terms of the Development Consent are varied, they must amend the terms of this restriction to the extent required to give effect to that variation.

5.3 The owner of the lot burdened acknowledges that this restriction gives effect to essential provisions of Deed in connection with the transfer of the lot burdened to the authority benefited.

5.4 The terms of this restriction are covenants and agreements between the authority benefited and the owner of the lot burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this restriction.

5.5 The owner of the lot burdened and the authority benefited agree that compensation in the sum of \$10.00 is payable by the authority benefited to the owner of the lot burdened under Land Acquisition (Just Terms Compensation) Act 1991 in connection with the creation of this restriction over the lot burdened and subsequent acquisition and transfer of the lot burdened to the authority benefited.



Council Authorised Person



Doc 1

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

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5.6 The terms of this restriction will not apply to the authority benefited after the authority benefited acquires the lot burdened.

5.7 In this restriction:

(a) **Deed** means the deed of acquisition and release entered into by the Authority Benefited, Jacksons Landing Development Pty Limited and other parties and dated on or about April 2000.

(b) **Development Consent** means the development consent granted by the Land and Environment Court on 30 April 1999 (and its subsequent amendments on 6 December 1999, 21 December 1999) and as may be further amended by the Court.

(c) **Permitted Purpose** means public road or public domain.

6. **Terms of easement, profit a prendre, restriction or positive covenant tenthly referred to in the plan**

6.1 Subject to clause 6.2 of this covenant under section 88E of the Conveyancing Act 1919 and in compliance with the provisions of the Development Consent, the owner of the lot burdened must at its cost:

(a) prepare and cause to be registered in the Land Titles Office of New South Wales according to section 34 of the Community Land Development Act 1989 an acquisition plan of the lot burdened;

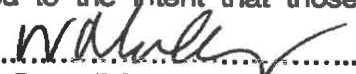
(b) lodge with the acquisition plan a transfer under the Real Property Act 1900 in registrable form which transfers the lot burdened to the authority benefited the lot burdened.

The authority benefited will promptly do all things reasonably necessary to assist (at the cost of) the owner of the lot burdened to procure registration of the acquisition plan and transfer referred to in clause 6.1.

3.2 The authority benefited and the owner of the lot burdened agree that if the terms of the Development Consent are varied, they must amend the terms of this positive covenant to the extent required to give effect to that variation.

6.3 The owner of the lot burdened acknowledges that this positive covenant gives effect to essential provisions of Deed in connection with the transfer of the lot burdened to the authority benefited.

6.4 The terms of this positive covenant are covenants and agreements between the authority benefited and the owner of the lot burdened to the intent that those


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Council Authorised Person

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

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covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.

6.5 The owner of the lot burdened and the authority benefited agree that compensation in the sum of \$10.00 is payable by the authority benefited to the owner of the lot burdened under Land Acquisition (Just Terms Compensation) Act 1991 in connection with the creation of this positive covenant over the lot burdened and subsequent acquisition and transfer of the lot burdened to the authority benefited.

6.6 The terms of this positive covenant will not apply to the authority benefited after the authority benefited acquires the lot burdened.

6.7 In this positive covenant:

(a) **Development Consent** means the development consent granted by the Land and Environment Court on 30 April 1999 (and its subsequent amendments on 6 December 1999, 21 December 1999) and as may be further amended by the Court.

(b) **Deed** means the deed of acquisition and release entered into by the Authority Benefited, Jacksons Landing Development Pty Limited and other parties and dated on or about April 2000.

7. Terms of easement, profit a prendre, restriction or positive covenant eleventhly referred to in the plan

7.1 Subject to clause 7.2, the lot burdened must not be:

(a) subdivided so as to form two or more lots in a current plan registered in the Land Titles Office of New South Wales; or

(b) used for any purpose other than the Permitted Purpose

without the consent in writing of the authority benefited.

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

(d) the lot burdened may be subdivided for the purpose of transfer of parts of the lot burdened in stages as contemplated in the Development Consent;

(e) with the consent of the authority benefited, the Lot Burdened may be subdivided so as to effect minor boundary adjustments to the Lot Burdened; and

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

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- (f) that if the terms of the Development Consent are varied, they must amend the terms of this restriction to the extent required to give effect to that variation.
- 7.3 The owner of the lot burdened acknowledges that this restriction gives effect to essential provisions of Deed in connection with the transfer of the lot burdened to the authority benefited.
- 7.4 The terms of this restriction are covenants and agreements between the authority benefited and the owner of the lot burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this restriction.
- 7.5 The owner of the lot burdened and the authority benefited agree that compensation in the sum of \$10.00 is payable by the authority benefited to the owner of the lot burdened under Land Acquisition (Just Terms Compensation) Act 1991 in connection with the creation of this restriction over the lot burdened and subsequent acquisition and transfer of the lot burdened to the authority benefited.
- 7.6 The terms of this restriction will not apply to the authority benefited after the authority benefited acquires the lot burdened.
- 7.7 In this restriction:
- (a) **Deed** means the deed of acquisition and release entered into by the Authority Benefited, Jacksons Landing Development Pty Limited and other parties and dated on or about March 2000.
- (b) **Development Consent** means the development consent granted by the Land and Environment Court on 30 April 1999 (and its subsequent amendments on 6 December 1999, 21 December 1999) and as may be further amended by the Court.
- (c) **Permitted Purpose** means public reserve.

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


Sheet 12 of 14 sheets

Executed by Jacksons Landing
Development Pty Limited by its Attorney
under a Power of Attorney dated 12 August
1999 registered Book 4253 No 741
who declare that they have not received
any notice of the revocation of that
Power of Attorney in the presence of



.....
Signature of witness

REBECCA GOODWIN
.....
Name of witness

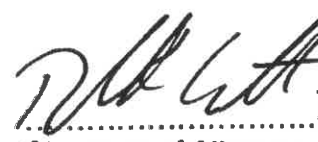

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Signature of Attorney



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Signature of Attorney

Executed by Wirabay Limited
by its Attorneys under a Power of Attorney
dated 25 October 1999 registered
Book 4253 No 739 who declare that they
have not received any notice of the revocation
of that Power of Attorney in the presence of


.....
Signature of witness

REBECCA GOODWIN
.....
Name of witness


.....
Signature of Attorney


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Signature of Attorney

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Council Authorised Person

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Doc 1

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

Sheet 13 of 14 sheets


Executed by Reco Star Pte Limited)
by its Attorneys under a Power of Attorney)
dated 21 October 1999 registered)
Book 4253 No 740 who declare that they)
have not received any notice of the revocation)
of that Power of Attorney in the presence of)


.....
Signature of witness

REBECCA GOODWIN
.....
Name of witness


.....
Signature of Attorney

RONALD CUTLER
.....
Name of Attorney


.....
Signature of Attorney

ROBERT S. KAMULA
.....
Name of Attorney


Executed by Limosa Pty Limited)
by its Attorneys under a Power of Attorney)
dated 2 November 1999 registered)
Book 4254 No 248 who declare that they)
have not received any notice of the revocation)
of that Power of Attorney in the presence of)


.....
Signature of witness

REBECCA GOODWIN
.....
Name of witness


.....
Signature of Attorney

RONALD CUTLER
.....
Name of Attorney


.....
Signature of Attorney

ROBERT S. KAMULA
.....
Name of Attorney

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.....
Council Authorised Person



Doc 1

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

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Executed by CBA Corporate Services (NSW) Pty Limited by its Attorney under a Power of Attorney dated 7 October 1999 registered Book 4252 No 638 who declares that he has not received any notice of the revocation of that Power of Attorney in the presence of)

.....
Signature of witness

.....
Name of witness

.....
Signature of Attorney

.....
Name of Attorney

Signed by)
as authorised representative for the)
Sydney Harbour Foreshore Authority)
in the presence of:)

.....
Signature of

.....
Signature of witness

.....
Name of witness

Signed by)
as authorised representative for the)
Minister Administering The Environmental)
Planning & Assessment Act 1979)
in the presence of:)

.....
Signature of

.....
Signature of witness

.....
Name of witness



.....
Council Authorised Person

Document 2

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

(Sheet 1 of 15 sheets)

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Plan of subdivision covered by Council
Clerk's Certificate No.

Full name and address of the owner of the land: Jacksons Landing Development Pty
Limited ACN 073 932 206 of Level 11,
Tower Building, Australia Square, Sydney,
NSW, 2000

Part 1

1. **Identity of easement, profit a prendre, restriction, or positive covenant to be created and firstly referred to in the plan.** Easement for Water Service

Schedule of Lots, etc affected

Lots Burdened

23
24
25

Lots benefited, relevant roads, bodies or prescribed authorities

24, 25
23, 25
23, 24

2. **Identity of easement, profit a prendre, restriction, or positive covenant to be created and secondly referred to in the plan.** Easement for Sewerage Service

Schedule of Lots, etc affected

Lots burdened

23
24
25

Lots benefited, relevant roads, bodies or prescribed authorities

24, 25
23, 25
23, 24



Doc2

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

(Sheet 2 of 15 sheets)

3. Identity of easement, profit a Easement for Drainage Service
prendre, restriction, or positive
covenant to be created and thirdly
referred to in the plan:

Schedule of Lots, etc affected

Lots burdened	Lots benefited, relevant roads, bodies or prescribed authorities
23	24, 25
24	23, 25
25	23, 24

4. Identity of easement, profit a Easement for Gas Service
prendre, restriction, or positive
covenant to be created and
fourthly referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
23	24, 25
24	23, 25
25	23, 24

5. Identity of easement, profit a Easement for Electricity Service
prendre, restriction, or positive
covenant to be created and fifthly
referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
23	24, 25
24	23, 25
25	23, 24

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(Stratum Plan - Dev Lot 7)



Doc 2

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

(Sheet 3 of 15 sheets)

6. Identity of easement, profit a Easement for Garbage Service
prendre, restriction, or positive
covenant to be created and sixthly
referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
23	24, 25
24	23, 25
25	23, 24

7. Identity of easement, profit a Easement for Telephone Service
prendre, restriction, or positive
covenant to be created and
seventhly referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
23	24, 25
24	23, 25
25	23, 24

8. Identity of easement, profit a Easement for Television or Radio Impulses
prendre, restriction, or positive or Signals Service
covenant to be created and
eighthly referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
23	24, 25
24	23, 25
25	23, 24

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(Stratum Plan - Dev Lot 7)



Doc 2

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

(Sheet 4 of 15 sheets)

9. Identity of easement, profit a Easement for Support and Shelter
prendre, restriction, or positive
covenant to be created and ninthly
referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
23	24, 25
24	23, 25
25	23, 24

10. Identity of easement, profit a Easement for Public Access 3 Wide and
prendre, restriction, or positive Variable
covenant to be created and tenthly
referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
24	Minister administering the Environmental Planning and Assessment Act 1979

11. Identity of easement, profit a Right of Vehicular Access Variable Width
prendre, restriction, or positive
covenant to be created and
eleventhly referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
24	25

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

(Sheet 5 of 15 sheets)

- 12. Identity of easement, profit a Right of Fire Egress
prendre, restriction, or positive
covenant to be created and
twelfthly referred to in the plan:**

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
23	24, 25
24	23, 25
25	23, 24

- 13. Identity of easement, profit a Easement for Construction Purposes 3
prendre, restriction, or positive Wide and Variable
covenant to be created and
thirteenthly referred to in the plan:**

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
24	13, 19/1008189

- 14. Identity of easement, profit a Easement for Construction Purposes 2
prendre, restriction, or positive Wide
covenant to be created and
fourteenthly referred to in the plan:**

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
24	19/1008189

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

(Sheet 6 of 15 sheets)

- 15. Identity of easement, profit a prendre, restriction, or positive covenant to be created and fifteenthly referred to in the plan:** Right to Use Loading Dock

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
23	24, 25

- 16. Identity of easement, profit a prendre, restriction, or positive covenant to be created and sixteenthly referred to in the plan:** Right of Footway Variable Width

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
23	24, 25
24	25

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

(Sheet 7 of 15 sheets)

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Part 2

- 1. Terms of easement, profit a prendre, restriction or positive covenant firstly referred to in the plan.**
 - 1.1** Easement for water service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.
 - 1.2** This easement automatically extinguishes upon registration of a strata plan in respect of Lot 24 in the plan.
- 2. Terms of easement, profit a prendre, restriction or positive covenant secondly referred to in the plan.**
 - 2.1** Easement for Sewerage Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.
 - 2.2** This easement automatically extinguishes upon registration of a strata plan in respect of Lot 24 in the plan.
- 3. Terms of easement, profit a prendre, restriction or positive covenant thirdly referred to in the plan.**
 - 3.1** Easement for Drainage Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.
 - 3.2** This easement automatically extinguishes upon registration of a strata plan in respect of Lot 24 in the plan.
- 4. Terms of easement, profit a prendre, restriction or positive covenant fourthly referred to in the plan.**
 - 4.1** Easement for Gas Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.
 - 4.2** This easement automatically extinguishes upon registration of a strata plan in respect of Lot 24 in the plan.



Doc 2

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

(Sheet 8 of 15 sheets)

5. Terms of easement, profit a prendre, restriction or positive covenant fifthly referred to in the plan.

5.1 Easement for Electricity Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.

5.2 This easement automatically extinguishes upon registration of a strata plan in respect of Lot 24 in the plan.

6. Terms of easement, profit a prendre, restriction or positive covenant sixthly referred to in the plan.

6.1 Easement for Garbage Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.

6.2 This easement automatically extinguishes upon registration of a strata plan in respect of Lot 24 in the plan.

7. Terms of easement, profit a prendre, restriction or positive covenant seventhly referred to in the plan.

7.1 Easement for Telephone Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.

7.2 This easement automatically extinguishes upon registration of a strata plan in respect of Lot 24 in the plan.

8. Terms of easement, profit a prendre, restriction or positive covenant eighthly referred to in the plan.

8.1 Easement for Television or Radio Impulses or Signals Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.

8.2 This easement automatically extinguishes upon registration of a strata plan in respect of Lot 24 in the plan.

9. Terms of easement, profit a prendre, restriction or positive covenant ninthly referred to in the plan.

Easement for Support and Shelter as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.

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(Stratum Plan - Dev Lot 7)

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

(Sheet 9 of 15 sheets)

10. Terms of easement, profit a prendre, restriction or positive covenant tenthly referred to in the plan.

The authority benefited and every person authorised by it has at all times an unrestricted right to go, pass and repass, at all times for all purposes without vehicles within the easement site.

11. Terms of easement, profit a prendre, restriction or positive covenant eleventhly referred to in the plan.

Easement for Vehicular Access as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.

12. Terms of easement, profit a prendre, restriction or positive covenant twelfthly referred to in the plan.

Each person entitled to the benefit of this easement may pass over the lot burdened within the site of this easement to get to or from the lot benefited in an emergency or in the case of a fire.

13. Terms of easement, profit a prendre, restriction or positive covenant thirteenthly referred to in the plan.

13.1 The owner of the lot benefited, and every person authorised by it, may, for the purpose of constructing a building on the lot benefited:

- (a) have uninterrupted access in any manner across and through the site of the easement as shown in the abovementioned plan ("the Airspace"); and
- (b) have the right to use any tool, implement or machinery necessary for the purpose of entering the Airspace and remaining there for any reasonable period of time including:
 - erecting scaffold and screen systems;
 - moving materials, including a crane jib; and
 - moving workmen with materials and tools to facilitate construction.

13.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;

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(Stratum Plan - Dev Lot 7)



Doc2

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

(Sheet 10 of 15 sheets)

- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (d) restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.
- 13.3** The owner of the lot benefited indemnifies the owner of the lot burdened against any damage or injury to property or person on or within the lot burdened caused or contributed by the owner of the lot benefited and every person authorised by it.
- 13.4** The owner of the lot benefited must insure against public risk in respect of its rights under this easement for an amount not less than \$10,000,000.00 or such other amount agreed upon.
- 13.5** The owner of the lot benefited must ensure that the insurance policy required under clause 13.4 is:
- (a) maintained by the owner of the lot benefited;
 - (b) notes the interest of the owner of the lot burdened; and
 - (c) on terms reasonably acceptable to the owner of the lot burdened.
- 13.6** The owner of the lot benefited must, if requested by the owner of the lot burdened, promptly give to the owner of the lot burdened evidence that it has complied with clause 13.4.
- 13.7** This Easement for Construction Purposes extinguishes on the earlier of:
- (a) completion of construction of the buildings on the lots benefited; and
 - (b) 5 years after the date of registration of this plan.
- 14. Terms of easement, profit a prendre, restriction or positive covenant fourteenthly referred to in the plan.**
- 14.1** The owner of the lot benefited, and every person authorised by it, may, for the purpose of constructing a building on the lot benefited:
- (a) have uninterrupted access in any manner across and through the site of the easement as shown in the abovementioned plan ("the Airspace"); and
 - (b) have the right to use any tool, implement or machinery necessary for the purpose of entering the Airspace and remaining there for any reasonable period of time including:

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(Stratum Plan - Dev Lot 7)



Doc 2

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

(Sheet 11 of 15 sheets)

- erecting scaffold and screen systems;
- moving materials, including a crane jib; and
- moving workmen with materials and tools to facilitate construction.

14.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

14.3 The owner of the lot benefited indemnifies the owner of the lot burdened against any damage or injury to property or person on or within the lot burdened caused or contributed by the owner of the lot benefited and every person authorised by it.

14.4 The owner of the lot benefited must insure against public risk in respect of its rights under this easement for an amount not less than \$10,000,000.00 or such other amount agreed upon.

14.5 The owner of the lot benefited must ensure that the insurance policy required under clause 14.4 is:

- (a) maintained by the owner of the lot benefited;
- (b) notes the interest of the owner of the lot burdened; and
- (c) on terms reasonably acceptable to the owner of the lot burdened.

14.6 The owner of the lot benefited must, if requested by the owner of the lot burdened, promptly give to the owner of the lot burdened evidence that it has complied with clause 14.4.

14.7 This Easement For Construction Purposes extinguishes on the earlier of:

- (a) completion of construction of the building on the lot benefited; and
- (b) 5 years after the date of registration of this plan.

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(Stratum Plan - Dev Lot 7)



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

(Sheet 12 of 15 sheets)

15. Terms of easement, profit a prendre, restriction or positive covenant fifteenthly referred to in the plan.

15.1 The owner of the lots benefited may use the loading dock on the lot burdened for the loading and unloading of goods and furniture to the lots benefited ("Permitted Purpose").

15.2 The owners of the lots benefited may do anything reasonably necessary for the Permitted Purpose, including:

- (a) entering the lot burdened; and
- (b) taking anything onto the lot burdened; and
- (c) carrying out work within the lot burdened, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures of the loading dock.

15.3 In exercising those powers, the owner of the lot benefited must:

- (a) ensure that all work is done properly;
- (b) cause as little inconvenience as is practicable to the owners and any occupiers of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened an any improvement on it;
- (d) restore the lot burdened as nearly as is practicable to its former condition;
- (e) make good any collateral damage; and
- (f) obey all reasonable directions of the owner of the lot benefited.

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

(Sheet 13 of 15 sheets)

Executed by Jacksons Landing
Development Pty Limited by its Attorneys
under a Power of Attorney dated 12 August
1999 registered Book 4253 No 741
who declare that they have not received
any notice of the revocation of that
Power of Attorney in the presence of


Signature of witness


Name of witness


Signature of Attorney


Name of Attorney


Signature of Attorney


Name of Attorney

Executed by Wirabay Limited
by its Attorneys under a Power of Attorney
dated 25 October 1999 registered
Book 4253 No 739 who declare that they
have not received any notice of the revocation
of that Power of Attorney in the presence of


Signature of witness


Name of witness


Signature of Attorney


Name of Attorney


Signature of Attorney


Name of Attorney

DP270215



Doc 2

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

(Sheet 14 of 15 sheets)

Executed by Reco Star Pte Limited)
by its Attorneys under a Power of Attorney)
dated 21 October 1999 registered)
Book 4253 No 740 who declare that they)
have not received any notice of the revocation)
of that Power of Attorney in the presence of)


Signature of witness


Name of witness


Signature of Attorney

RON CUTLER
Name of Attorney


Signature of Attorney

ROBERT S. KAMULA
Name of Attorney

Executed by Limosa Pty Limited)
by its Attorneys under a Power of Attorney)
dated 2 November 1999 registered)
Book 4254 No 248 who declare that they)
have not received any notice of the revocation)
of that Power of Attorney in the presence of)


Signature of witness


Name of witness


Signature of Attorney

RON CUTLER
Name of Attorney


Signature of Attorney

ROBERT S. KAMULA
Name of Attorney

DP270215



Doc2

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

(Sheet 15 of 15 sheets)

**Executed by CBA Corporate Services (NSW)
Pty Limited by its Attorney under a Power of
Attorney dated 7 October 1999 registered
Book 4252 No 638 who declares that he
has not received any notice of the revocation
of that Power of Attorney in the presence of**


.....
Signature of witness

Kristine Te Papa
.....
Name of witness


.....
Signature of Attorney

PHIL J. JOHNSTON
.....
Name of Attorney

DP270215

A handwritten signature in the bottom right corner of the page.

DOC.3

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

(Sheet 1 of 15 sheets)

DP270215

Plan of subdivision covered by Department of Urban Affairs & Planning Certificate No.

Full name and address of the owner of the land: Jacksons Landing Development Pty Limited ACN 073 932 206 of Level 11, Tower Building, Australia Square, Sydney, NSW, 2000

Part 1

1. **Identity of easement, profit a prendre, restriction, or positive covenant to be created and firstly referred to in the plan.** Easement for Water Service

Schedule of Lots, etc affected

Lots Burdened	Lots benefited, relevant roads, bodies or prescribed authorities
26	27
27	26

2. **Identity of easement, profit a prendre, restriction, or positive covenant to be created and secondly referred to in the plan.** Easement for Sewerage Service

Schedule of Lots, etc affected

Lots burdened	Lots benefited, relevant roads, bodies or prescribed authorities
26	27
27	26

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DOC. 3

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

(Sheet 2 of 15 sheets)

3. Identity of easement, profit a Easement for Drainage Service
prendre, restriction, or positive
covenant to be created and thirdly
referred to in the plan:

Schedule of Lots, etc affected

Lots burdened	Lots benefited, relevant roads, bodies or prescribed authorities
26	27
27	26

4. Identity of easement, profit a Easement for Gas Service
prendre, restriction, or positive
covenant to be created and
fourthly referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
26	27
27	26

5. Identity of easement, profit a Easement for Electricity Service
prendre, restriction, or positive
covenant to be created and fifthly
referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
26	27
27	26

DP270215

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

(Sheet 3 of 15 sheets)

6. Identity of easement, profit a Easement for Garbage Service
prendre, restriction, or positive
covenant to be created and sixthly
referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
26	27
27	26

7. Identity of easement, profit a Easement for Telephone Service
prendre, restriction, or positive
covenant to be created and
seventhly referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
26	27
27	26

8. Identity of easement, profit a Easement for Television or Radio Impulses
prendre, restriction, or positive or Signals Service
covenant to be created and
eighthly referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
26	27
27	26

DP270215

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DOC.3

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

(Sheet 4 of 15 sheets)

9. Identity of easement, profit a Easement for Air Conditioning Condenser
prendre, restriction, or positive Water Service
covenant to be created and ninthly
referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
26	27
27	26

10. Identity of easement, profit a Easement for Support and Shelter
prendre, restriction, or positive
covenant to be created and tenthly
referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
26	27
27	26

11. Identity of easement, profit a Right of Access
prendre, restriction, or positive
covenant to be created and
eleventhly referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
26	27

DP270215

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Doc. 3

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

(Sheet 5 of 15 sheets)

- 12. Identity of easement, profit a Right of Fire Egress
prendre, restriction, or positive
covenant to be created and
twelfthly referred to in the plan:**

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
26	27
27	26

- 13. Identity of easement, profit a Right to Use Service Areas
prendre, restriction, or positive
covenant to be created and
thirteenthly referred to in the plan:**

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
26	27

- 14. Identity of easement, profit a Right to Use Loading Area
prendre, restriction, or positive
covenant to be created and
fourteenthly referred to in the plan:**

Schedule of Lots etc. affected

Lots burdened.	Lots benefited, relevant roads, bodies or prescribed authorities
26	27

DP270215

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DOC. 3

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

(Sheet 6 of 15 sheets)

15. Identity of easement, profit a Right of Access to Loading Area
prendre, restriction, or positive
covenant to be created and
fifteenthly referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.

26

**Lots benefited, relevant roads, bodies or
prescribed authorities**

27

16. Identity of easement, profit a Easement For Encroaching Garden Wall &
prendre, restriction, or positive Landscaping
covenant to be created and
sixteenthly referred to in the plan:

Schedule of Lots etc. affected

Lots burdened.

21

**Lots benefited, relevant roads, bodies or
prescribed authorities**

26

17. Identity of easement, profit a Easement for Repairs
prendre, restriction, or positive
covenant to be created and
seventeenthly referred to in the
plan:

Schedule of Lots etc. affected

Lots burdened.

21

**Lots benefited, relevant roads, bodies or
prescribed authorities**

26

DP270215

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

(Sheet 7 of 15 sheets)

Part 2

- 1. Terms of easement, profit a prendre, restriction or positive covenant firstly referred to in the plan.**
 - 1.1 Easement for Water Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.
 - 1.2 This easement automatically extinguishes upon registration of a strata plan in respect of Lot 26 in the plan.
- 2. Terms of easement, profit a prendre, restriction or positive covenant secondly referred to in the plan.**
 - 2.1 Easement for Sewerage Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.
 - 2.2 This easement automatically extinguishes upon registration of a strata plan in respect of Lot 26 in the plan.
- 3. Terms of easement, profit a prendre, restriction or positive covenant thirdly referred to in the plan.**
 - 3.1 Easement for Drainage Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.
 - 3.2 This easement automatically extinguishes upon registration of a strata plan in respect of Lot 26 in the plan.
- 4. Terms of easement, profit a prendre, restriction or positive covenant fourthly referred to in the plan.**
 - 4.1 Easement for Gas Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.
 - 4.2 This easement automatically extinguishes upon registration of a strata plan in respect of Lot 26 in the plan.

DP270215

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DOC.3

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

(Sheet 8 of 15 sheets)

5. Terms of easement, profit a prendre, restriction or positive covenant fifthly referred to in the plan.

5.1 Easement for Electricity Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.

5.2 This easement automatically extinguishes upon registration of a strata plan in respect of Lot 26 in the plan.

6. Terms of easement, profit a prendre, restriction or positive covenant sixthly referred to in the plan.

6.1 Easement for Garbage Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.

6.2 This easement automatically extinguishes upon registration of a strata plan in respect of Lot 26 in the plan.

7. Terms of easement, profit a prendre, restriction or positive covenant seventhly referred to in the plan.

7.1 Easement for Telephone Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.

7.2 This easement automatically extinguishes upon registration of a strata plan in respect of Lot 26 in the plan.

8. Terms of easement, profit a prendre, restriction or positive covenant eighthly referred to in the plan.

8.1 Easement for Television or Radio Impulses or Signals Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.

8.2 This easement automatically extinguishes upon registration of a strata plan in respect of Lot 26 in the plan.

9. Terms of easement, profit a prendre, restriction or positive covenant ninthly referred to in the plan.

9.1 Easement for Air Conditioning Condenser Water Service as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.

199

DOC. 3

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

(Sheet 9 of 15 sheets)

9.2 This easement extinguishes upon registration of a strata plan in respect of Lot 26 in the plan.

10. Terms of easement, profit a prendre, restriction or positive covenant tenthly referred to in the plan.

Easement for Support and Shelter as defined in and the subject of section 8AA of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.

11. Terms of easement, profit a prendre, restriction or positive covenant eleventhly referred to in the plan.

11.1 Subject to the provisions of this clause 11, an Easement for Vehicular Access as defined in and the subject of section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended) as if the easement was created under that section.

11.2 The owner of the Lot burdened may restrict access to the easement site by means of Security Keys.

11.3 The owner of the Lot burdened must make the Security Keys available to owners and occupiers of Lot benefited at the cost of that owner or occupier.

11.4 A person to whom a Security Key is made available must:

- (a) pay a deposit to the owner of the Lot burdened;
- (b) not duplicate or copy the Security Key;
- (c) immediately notify the owner of the Lot burdened if the Security Key is lost, stolen or misplaced;
- (d) when requested by the owner of the Lot burdened return the Security Key to the owner of the Lot burdened; and
- (e) take all reasonable steps to safeguard the Security Key against, loss, damage or theft.

11.5 A person forfeits a deposit if the person misplaces or loses, including by theft, a Security Key.

11.6 In this easement the term "Security Key" has the same meaning as that term in the Community Management Statement registered with DP270215.

DP270215

SYDNEY 116114 V4:6/06/01
(Stratum Plan - Dev Lot 6)

199

DOC.3

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

(Sheet 10 of 15 sheets)

12. Terms of easement, profit a prendre, restriction or positive covenant twelfthly referred to in the plan.

Each person entitled to the benefit of this easement may pass over the Lot burdened within the easement site to get to or from the Lot benefited:

- (a) in an emergency; or
- (b) in the case of a fire; or
- (c) during fire or emergency drills.

13. Terms of easement, profit a prendre, restriction or positive covenant thirteenthly referred to in the plan.

13.1 Subject to the provisions of this clause 13, the owner of the Lot benefited has the right to access and use the service areas including pump rooms within the easement site to:

- (a) carry out inspection and repair of these service areas; and
- (b) install or connect services to the Lot benefited.

13.2 The owner of the Lot burdened may restrict access to the easement site by means of Security Keys.

13.3 The owner of the Lot burdened must make the Security Keys available to the owner of the Lot benefited and any person authorised by the owner of the Lot benefited at the cost of the owner of the lot benefited.

13.4 A person to whom a Security Key is made available must:

- (a) pay a deposit to the owner of the Lot burdened;
- (b) not duplicate or copy the Security Key;
- (c) immediately notify the owner of the Lot burdened if the Security Key is lost, stolen or misplaced;
- (d) when requested by the owner of the Lot burdened return the Security Key to the owner of the Lot burdened; and
- (e) take all reasonable steps to safeguard the Security Key against, loss, damage or theft.

DP270215

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DOC. 3

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

(Sheet 11 of 15 sheets)

- 13.5 A person forfeits a deposit if the person misplaces or loses, including by theft, a Security Key.
- 13.6 In this easement the term "Security Key" has the same meaning as that term in the Community Management Statement registered with DP270215.
14. **Terms of easement, profit a prendre, restriction or positive covenant fourteenthly referred to in the plan.**
- 14.1 The owner of the Lot benefited and any person authorised by the owner of the Lot benefited may use the loading area forming the easement site for the:
- (a) loading and unloading of goods and furniture;
 - (b) loading of garbage and recyclable material
- to the Lot benefited.
15. **Terms of easement, profit a prendre, restriction or positive covenant fifteenthly referred to in the plan.**
- 15.1 The owner of the Lot benefited and any person authorised by the owner of the Lot benefited has a right of access through the easement site to and from the loading area on the Lot burdened for the purpose of transporting goods, furniture, garbage and recyclable material through the easement site.
16. **Terms of easement, profit a prendre, restriction or positive covenant sixteenthly referred to in the plan.**
- 16.1 The owner of the Lot benefited may:
- (a) insist that the parts of the structure ("the encroaching structure") which, when this easement was created, encroached on the Lot burdened remain, but only to the extent they are within the easement site; and
 - (b) by any reasonable means use the easement site for landscaping purposes; and
 - (c) do anything reasonably necessary for the purposes specified in paragraphs (a) and (b), including:
 - (1) entering the Lot burdened;
 - (2) taking anything onto the Lot burdened; and

DP270215

SYDNEY 116114 V4:6/06/01
(Stratum Plan - Dev Lot 6)

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

(Sheet 12 of 15 sheets)

- (3) carrying out work upon the Lot burdened such as constructing, placing, repairing or maintaining any landscaping structures of any kind.
- (d) In exercising the powers set out in this easement, the owner of the Lot benefited must:
 - (1) ensure that all work is done properly; and
 - (2) cause as little disturbance as is practicable to the owner or any occupier of the Lot burdened; and
 - (3) restore the Lot burdened as nearly as is practicable to its former condition.

16.2 The owner of the Lot benefited must ensure that all times an insurance policy is in place for public liability in an amount of \$10,000,000.00 or such other figure as required by the owner of the Lot burdened over the easement site.

16.3 The owner of the Lot benefited must:

- (a) keep the encroaching structure in good repair and safe condition; and
- (b) pay the costs, charges and expenses of maintaining, repairing, replacing, renewing, refurbishing and keeping the easement site in good order and condition.


DP270215



DOC. 3

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

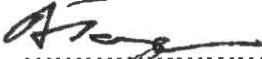
(Sheet 13 of 15 sheets)



Executed by Jacksons Landing
Development Pty Limited by its Attorneys
under a Power of Attorney dated 12 August
1999 registered Book 4253 No 741
who declare that they have not received
any notice of the revocation of that
Power of Attorney in the presence of


Signature of witness
Andrew Thompson
Name of witness


Signature of Attorney
RONALD CUTLER
Name of Attorney

Signature of Attorney
ROBERT S KAMULA
Name of Attorney

Executed by Wirabay Limited
by its Attorneys under a Power of Attorney
dated 25 October 1999 registered
Book 4253 No 739 who declare that they
have not received any notice of the revocation
of that Power of Attorney in the presence of


Signature of witness
Andrew Thompson
Name of witness


Signature of Attorney
RONALD CUTLER
Name of Attorney

Signature of Attorney
ROBERT S KAMULA
Name of Attorney

DP270215

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DOC.3


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

(Sheet 14 of 15 sheets)

Executed by Reco Star Pte Limited)
by its Attorneys under a Power of Attorney)
dated 21 October 1999 registered)
Book 4253 No 740 who declare that they)
have not received any notice of the revocation)
of that Power of Attorney in the presence of)


.....
Signature of witness


.....
Name of witness


.....
Signature of Attorney

RONALD CUTLER
.....
Name of Attorney


.....
Signature of Attorney

ROBERT S KAMULA
.....
Name of Attorney

DP270215

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DOC.3.

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

(Sheet 15 of 15 sheets)


Executed by Limosa Pty Limited)
by its Attorneys under a Power of Attorney)
dated 2 November 1999 registered)
Book 4254 No 248 who declare that they)
have not received any notice of the revocation)
of that Power of Attorney in the presence of)


Signature of witness


Name of witness


Signature of Attorney

RONALD CUTLER
Name of Attorney



Signature of Attorney

ROBERT S. KAMULA
Name of Attorney

Executed by CBA Corporate Services (NSW))
Pty Limited by its Attorney under a Power of)
Attorney dated 7 October 1999 registered)
Book 4252 No 638 who declares that he)
has not received any notice of the revocation)
of that Power of Attorney in the presence of)


Signature of witness


Name of witness


Signature of Attorney
Philip J. Johnston
Name of Attorney

DP270215

SYDNEY 116114 V4:6/08/01
(Stratum Plan - Dev Lot 6)



DOCUMENT 4

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

(Sheet 1 of 14 sheets)

DP270215

Plan of Subdivision of Lots 2, 5, 19 & 21 in
 DP270215 covered by Subdivision
 Certificate
 No 16 of 2002

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited of Tower Building, Australia
 Square, George Street, Sydney NSW
 ACN 073 932 206

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water 14 Wide, 2 Wide and Variable (A7)	30 32 28	4, 28, 29, 31 and 32 4, 30 and 31 29 and 32
2	Easement for Drainage of Water 5 Wide and Variable (B7)	30	4, 28, 29, 31 and 32
3	Easement for Lighting Purposes 0.2 Wide and Variable (C7)	28	30
4	Easement for Drainage of Water 2 Wide (D7)	30	28
5	Easement for Sewerage Purposes 1 Wide (E7)	32	28
6	Easement for Support and	28	29, 30


 Council Authorised Person

-B

Doc 4

(Sheet 2 of 14 sheets)

DP270215

Subdivision of Lots 2, 5, 19 & 21 in
DP270215 covered by Subdivision
Certificate
No 16 of 2002

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
	Shelter (F7)	29, 30	28
7	Positive Covenant (part designated "X" on the plan) (G7)	30	Sydney Harbour Foreshore Authority
8	Restriction on Use of Land (part designated "X" on the plan) (H7)	30	Sydney Harbour Foreshore Authority
9	Easement to Permit Encroaching Structures to Remain Variable Width (J7)	30	28
10	Easement for Drainage of water 2 Wide and Variable (K7)	30	28, 29


.....
Council Authorised Person

Doc 4

(Sheet 3 of 14 sheets)

DP270215

Subdivision of Lots 2, 5, 19 & 21 in
DP270215 covered by Subdivision
Certificate
No 16 of 2002

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

Part 1A (Release)

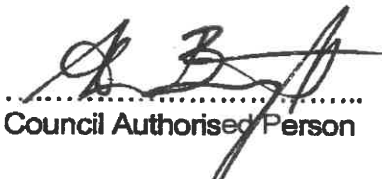
Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be released and numbered 1 in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Access, Electricity Purposes & Services 14 Wide & Variable (A3) created in DP1011425	19, 21	Sydney Water
2	Easement for Sewerage Purposes 3 Wide & Variable (D3) created in DP1011425	19, 21	Sydney Water
3	Easement for Sewer Vent shaft 8.505 Wide & Variable (E3) created in DP 1011425	2, 19 & 21	Sydney Water
4	Easement for Water Supply Works 2.5 Wide (I3) created in DP 1011425	12 & 21	Sydney Water

Part 2 (Terms)

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

1.1 The owner of the lot benefited may:

- (a) may keep the lighting which at the date of registration of this plan stand within
the site of this easement ("the lighting");


.....
Council Authorised Person

Doc 4
(Sheet 4 of 14 sheets)

DP270215

Subdivision of Lots 2, 5, 19 & 21 in
DP270215 covered by Subdivision
Certificate
No 16 of 2002

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

- (b) must keep the lighting in good repair and safe condition; and
 - (c) may do anything reasonably necessary for that purpose, including:
 - (1) entering the lot burdened;
 - (2) taking anything onto the lot burdened; and
 - (3) carrying out work, such as replacing, repairing or maintaining lighting and associated equipment.
- 1.2** In exercising the powers conferred by this easement, the owner of the lot benefited must:
- (a) ensure that all work is done properly;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lots burdened; and
 - (c) make good any collateral damage.
- 1.3** The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the lighting.

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

2.1 The owner of the lot benefited may:

- (a) drain sewage, sullage and other fluid wastes in pipes through each lot burdened, but only within the site of this easement;
- (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened; and
 - taking anything onto the lot burdened; and


.....
Council Authorised Person

Doc 4
(Sheet 5 of 14 sheets)

DP270215

Subdivision of Lots 2, 5, 19 & 21 in
DP270215 covered by Subdivision
Certificate
No 16 of 2002

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

- using any existing line of pipes; and
- carrying out works, such as constructing, placing, repairing or maintaining pipes and equipment.

2.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

2.3 This easement extinguishes to the extent that any part of the lot burdened is dedicated as a public road.

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

3.1 This easement for support gives the owner of the lot benefited the right of subjacent and lateral support over that part of the lot burdened which is capable of affording support.

3.2 This easement for support is for the support of:

- (a) any structure including joystes, bearers, iron, steel, timber, reinforced concrete and other materials already inserted or to be inserted and or used in the structure of any building; and
- (b) each building already built or to be built on the land benefited which requires for its stability.


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Council Authorised Person

—B



Doc 4

(Sheet 6 of 14 sheets)

DP270215

Subdivision of Lots 2, 5, 19 & 21 in
DP270215 covered by Subdivision
Certificate
No 16 of 2002

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

3.3 This easement for shelter gives the owner of the lot benefited the right of shelter by all parts of the lot burdened as are capable of affording shelter. In connection with this easement for shelter:

- (a) if the owner of the lot burdened does or allows anything to be done which damages or interferes with or impairs the effectiveness of the shelter afforded the owner of the lot benefited, the owner of the lot benefited may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed; and
- (b) if the owner of the lot burdened does not comply with a notice served under paragraph 3.3(a), the owner of the lot benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

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

4.1 Subject to clause 4.2 of this covenant under section 88E of the Conveyancing Act 1919 and in compliance with the provisions of the Development Consent, the owner of the lot burdened must at its cost:

- (a) prepare and cause to be registered in the Office of the Land & Property Information of New South Wales according to section 34 of the Community Land Development Act 1989 an acquisition plan of the Lot Burdened;
- (b) lodge with the acquisition plan a transfer under the Real Property Act 1900 in registrable form which transfers the lot burdened to the authority benefited the lot burdened.

4.2 The authority benefited will promptly do all things reasonably necessary to assist (at the cost of) the owner of the lot burdened to procure registration of the acquisition plan and transfer referred to in clause 4.1.


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Council Authorised Person

-3



Doc 4
(Sheet 7 of 14 sheets)

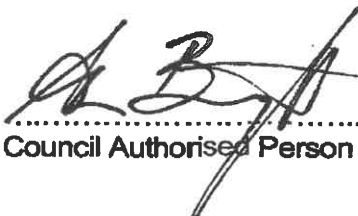
DP270215

Subdivision of Lots 2, 5, 19 & 21 in
DP270215 covered by Subdivision
Certificate
No 16 of 2002

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

- 4.3 The authority benefited and the owner of the lot burdened agree that if the terms of the Development Consent are varied, they must amend the terms of this positive covenant to the extent required to give effect to that variation.
- 4.4 The owner of the lot burdened acknowledges that this positive covenant gives effect to essential provisions of Deed in connection with the transfer of the lot burdened to the authority benefited.
- 4.5 The terms of this positive covenant are covenants and agreements between the authority benefited and the owner of the lot burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.
- 4.6 The owner of the lot burdened and the authority benefited agree that compensation in the sum of \$10.00 is payable by the authority benefited to the owner of the lot burdened under Land Acquisition (Just Terms Compensation) Act 1991 in connection with the creation of this positive covenant over the lot burdened and subsequent acquisition and transfer of the lot burdened to the authority benefited.
- 4.7 The terms of this positive covenant will not apply to the authority benefited after the authority benefited acquires the lot burdened.
- 4.8 In this positive covenant:
- (a) **Development Consent** means the development consent granted by the Land and Environment Court on 30 April 1999 (and its subsequent amendments on 6 December 1999, 21 December 1999) and as may be further amended by the Court.
 - (b) **Deed** means the deed of acquisition and release entered into by the authority benefited, Jacksons Landing Development Pty Limited and other parties and dated on or about April 2000 as may be further amended by the parties.


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Council Authorised Person

-B



Doc 4

(Sheet 8 of 14 sheets)

DP270215

Subdivision of Lots 2, 5, 19 & 21 in
DP270215 covered by Subdivision
Certificate
No 16 of 2002

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

**5. Terms of easement, profit à prendre, restriction or positive covenant
numbered 8 in the plan.**

5.1 Subject to clause 5.2, the lot burdened must not be:

- (a) subdivided so as to form two or more lots in a current plan registered in the Office of the Land & Property Information of New South Wales; or
- (b) used for any purpose other than the Permitted Purpose without the consent in writing of the authority benefited.

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

- (a) the lot burdened may be subdivided for the purpose of transfer of parts of the lot burdened in stages as contemplated in the Development Consent;
- (b) with the consent of the authority benefited, the Lot Burdened may be subdivided so as to effect minor boundary adjustments to the Lot Burdened; and
- (c) that if the terms of the Development Consent are varied, they must amend the terms of this restriction to the extent required to give effect to that variation.

5.3 The owner of the lot burdened acknowledges that this restriction gives effect to essential provisions of Deed in connection with the transfer of the lot burdened to the authority benefited.

5.4 The terms of this restriction are covenants and agreements between the authority benefited and the owner of the lot burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this restriction.

5.5 The owner of the lot burdened and the authority benefited agree that compensation in the sum of \$10.00 is payable by the authority benefited to the owner of the lot burdened under Land Acquisition (Just Terms Compensation) Act 1991 in connection with the creation of this restriction over the lot burdened and subsequent acquisition and transfer of the lot burdened to the authority benefited.


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Council Authorised Person

-B

Doc 4

(Sheet 9 of 14 sheets)

DP270215

Subdivision of Lots 2, 5, 19 & 21 in
DP270215 covered by Subdivision
Certificate
No 16 of 2002

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

5.6 The terms of this restriction will not apply to the authority benefited after the authority benefited acquires the lot burdened.

5.7 In this restriction:

- (a) **Deed** means the deed of acquisition and release entered into by the authority benefited, Jacksons Landing Development Pty Limited and other parties and dated on or about April 2000 as may be further amended by the parties.
- (b) **Development Consent** means the development consent granted by the Land and Environment Court on 30 April 1999 (and its subsequent amendments on 6 December 1999, 21 December 1999) and as may be further amended by the Court.
- (c) **Permitted Purpose** means public road or public domain.


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Council Authorised Person

SYDNEY 237922 V1:21/08/02
Ref: 20/139293

-3



Doc 4

(Sheet 10 of 14 sheets)

DP270215

Subdivision of Lots 2, 5, 19 & 21 in
DP270215 covered by Subdivision
Certificate
No 16 of 2002

Full name and address of the owner of
the land:

Jacksons Landing Development Pty
Limited
Level 1, 19 Harris Street, Pyrmont
NSW 2009

Executed by Jacksons Landing)
Development Pty Limited by its Attorneys)
under a Power of Attorney dated 29 January)
2002 registered Book 4337 No. 2002/16)
who)
declare that they have not received any notice)
of the revocation of that power of attorney in the)
presence of:)

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness

Signature of Attorney

Name of Attorney

Signature of Attorney

Name of Attorney

Council Authorised Person

Doc 4

(Sheet 11 of 14 sheets)

DP270215

Subdivision of Lots 2, 5, 19 & 21 in
DP270215 covered by Subdivision
Certificate
No 16 of 2002

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

Executed by Limosa Pty Limited by its)
Attorneys under a Power of Attorney dated)
5 July 2002 Registered 4357 Book)
No. 59 who declare that they have not received)
any notice of the revocation of that Power or)
Attorney in the presence of:)

.....
Signature of Witness

Greg Smith
.....
Name of Witness

.....
Signature of Witness

Greg Smith
.....
Name of Witness

.....
Signature of Attorney

Ben Cutler
.....
Name of Attorney

.....
Signature of Attorney

David Riches
.....
Name of Attorney

.....
Council Authorised Person

Doc 4

(Sheet 12 of 14 sheets)

DP270215

Subdivision of Lots 2, 5, 19 & 21 in
DP270215 covered by Subdivision
Certificate
No 16 of 2002

Full name and address of the owner of
the land:

Jacksons Landing Development Pty
Limited
Level 1, 19 Harris Street, Pyrmont
NSW 2009

Executed by Wirabay Pty Limited by its)
Attorneys under a Power of Attorney dated)
3 July 2002 Registered 4357 Book)
No. 60 who declare that they have not received)
any notice of the revocation of that Power or)
Attorney in the presence of:)

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness

Signature of Attorney

Name of Attorney

Signature of Attorney

Name of Attorney

Council Authorised Person

Doc 4

(Sheet 13 of 14 sheets)

DP270215

Subdivision of Lots 2, 5, 19 & 21 in
DP270215 covered by Subdivision
Certificate
No 16 of 2002

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

Executed by Reco Star Pte Limited by its)
Attorneys under a Power of Attorney dated)
10 July 2002 Registered 4357 Book)
No. 61 who declare that they have not received)
any notice of the revocation of that Power or)
Attorney in the presence of:)

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness

Signature of Attorney

Name of Attorney

Signature of Attorney

Name of Attorney

Council Authorised Person

Doc 4

(Sheet 14 of 14 sheets)

DP270215

Subdivision of Lots 2, 5, 19 & 21 in
DP270215 covered by Subdivision
Certificate
No 16 of 2002

Full name and address of the owner of
the land:

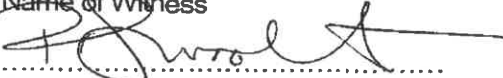
Jacksons Landing Development Pty
Limited
Level 1, 19 Harris Street, Pyrmont
NSW 2009

Executed by TOWER Trust (NSW) Limited by)
its duly constituted Attorneys)
SEAN OASILVA and PETER BURNS under)
Power of Attorney No 232 Book 4347 dated 9)
March 2002:)


9 MAY 17


Signature of Witness


REBEKAH SHOOBERT
Name of Witness


Signature of Witness

REBEKAH SHOOBERT
Name of Witness


Signature of Attorney

SEAN OASILVA - (TT) NSW REGIONAL
MANAGER CORPORATE TRUSTS
Name of Attorney


Signature of Attorney

PETER BURNS - (TT) NSW ADMINISTRATION
MANAGER
Name of Attorney

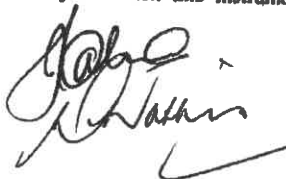
Execution by Sydney Water


Signed for SYDNEY WATER CORPORATION
by its Attorneys

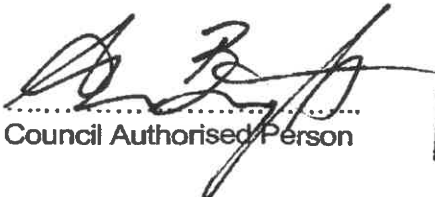
WARREN FREDERICK WATKINS

JEFFREY FRANCIS COLENZO

who hereby state at the time of executing this instrument have
no notice of the revocation of the Power of Attorney Registered
No. 687 Book 4347 under the Authority of which this instrument
has been executed.




WITNESS (-O SYDNEY WATER


Council Authorised Person

REGISTERED  17.10.2002

SYDNEY 237922 V1:21/08/02
Reflections



DOCUMENT 5

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

(Sheet 1 of 40 sheets)

DP270215

Subdivision of Lots 12 & 30 in DP270215
 covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited
 Level 1, 19 Harris Street Pyrmont
 NSW 2009

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Electricity Purposes & Access (MA)	33	34, 35, 1
2	Easement for Irrigation Purposes & Access (MB)	33	34, 35, 1
3	Easement for Fire Services (MC)	34, 35, 33	33, 35, 34
4	Easement for Drainage of Water (MD)	34, 33, 35	33, 34, 35, 1
5	Easement for Support & Shelter (ME)	1, 34, 35 33, 34, 35	33 1
6	Easement for Services (MF)	33 1	1 33
7	Easement to Permit Encroaching Structure to Remain (MG)	1	33

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 Council Authorised Person

SYDNEY 199635 V19:17/12/02
 McCafferys

Doc 5

(Sheet 2 of 40 sheets)

DP270215

Subdivision of Lots 12 & 21 in DP270215
 covered by Subdivision Certificate
 No of

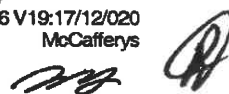
**Full name and address of the owner of
 the land:**

**Jacksons Landing Development Pty
 Limited**
 Level 1, 19 Harris Street, Pymont
 NSW 2009

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
8	Easement for Encroachment and Support of Stable Truss (MH)	33	35
9	Easement for Air 3 Wide (MJ)	1	33
10	Easement for Encroaching Structure to Remain 0.15 wide (ML)	1	33
11	Easement for Batter 0.25 wide (MM)	1	33, 34
12	Right of Vehicular and Pedestrian Access (MN)	34	33,35
13	Right of Pedestrian Access (MO)	35	33
14	Right of Access 6.5 wide (MP)	35	33
15	Easement to Permit Encroaching Structure to Remain 1.25 wide and variable (MQ)	35	33


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SYDNEY 199996 V19:17/12/020
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Doc 5

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DP270215

Subdivision of Lots 12 & 21 in DP270215
 covered by Subdivision Certificate
 No of

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

**Jacksons Landing Development Pty
 Limited**
 Level 1, 19 Harris Street, Pyrmont
 NSW 2009

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
16	Positive Covenant (MR)	34 35	Sydney Harbour Foreshore Authority Minister Administering the Environmental Planning and Assessment Act 1979
17	Restriction on Use (MS)	34 35	Sydney Harbour Foreshore Authority Minister Administering the Environmental Planning and Assessment Act 1979
18	Easement for Drainage of Water 1.2 wide (MT)	33	34
19	Easement for Support 2.3 wide (MU)	35	33
20	Easement to Permit Encroaching Structure to Remain (MV)	35	33


 Council Authorised Person

SYDNEY 199600 V19:17/12/020
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DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
21	Easement for Support & Shelter (MW)	33	34, 35
22	Public Positive Covenant (MX)	33	Sydney Harbour Foreshore Authority Minister Administering the Environmental Planning and Assessment Act 1979 Sydney City Council
23	Public Positive Covenant (MY)	33	Sydney Harbour Foreshore Authority Minister Administering the Environmental Planning and Assessment Act 1979 Sydney City Council
24	Public Positive Covenant (MZ)	33	Sydney Harbour Foreshore Authority


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SYDNEY 199696 V19:17/12/020
McCafferys

Doc 5

(Sheet 5 of 40 sheets)

DP270215

Subdivision of Lots 12 & 21 in DP270215
 covered by Subdivision Certificate
 No of

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

**Jacksons Landing Development Pty
 Limited**
 Level 1, 19 Harris Street, Pyrmont
 NSW 2009

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
			Minister Administering the Environmental Planning and Assessment Act 1979 Sydney City Council
25	Public Positive Covenant (NA)	33, 34, 35	Sydney Harbour Foreshore Authority Minister Administering the Environmental Planning and Assessment Act 1979 Sydney City Council
26	Public Positive Covenant (NB)	33, 34, 35	Sydney Harbour Foreshore Authority Minister Administering the Environmental Planning and Assessment Act 1979

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 Council Authorised Person

SYDNEY 199696 / 19:17/12/020
 McCafferys

Doc 5

(Sheet 6 of 40 sheets)

DP270215

Subdivision of Lots 12 & 21 in DP270215
 covered by Subdivision Certificate
 No of

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited
 Level 1, 19 Harris Street, Pyrmont
 NSW 2009

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
			Sydney City Council
27	Public Positive Covenant (NC)	33	Sydney Harbour Foreshore Authority Sydney City Council

Part 2 (Terms)

1. Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

1.1 The owner of the lot benefited:

- (a) has the benefit of the right to use the electricity service along or through any existing line of pipes (includes any cables, tubes, wires and conduits of all kinds) or any existing apparatus (at the date of registration of this plan) that is within the lot burdened; and
- (b) may do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened, and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes and apparatus; and


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SYDNEY 199696/19:17/12/020
 McCafferys

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DP270215

Subdivision of Lots 12 & 21 in DP270215
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No of

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

- carrying out works, such as constructing, placing, repairing or maintaining pipes and apparatus.
- 1.2** The rights conferred on the owner of the lot benefited by this easement is consistent with the rights of other persons having the same or similar rights.
- 1.3** In exercising those powers, the owner of the lot benefited must:
- (a) ensure all work is done properly; and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
 - (d) restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.
- 1.4** The owner of the lot benefited and any persons authorised by that owner may access the lot burdened at all reasonable times on reasonable notice to the owner of the lot burdened to access the electricity meter located in the basement of the building erected on the lot burdened.

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

2.1 The owner of the lot benefited:

- (a) has the benefit of the right to use the irrigation service along or through any existing line of pipes (includes any cables, tubes, wires and conduits of all kinds) or any existing apparatus (at the date of registration of this plan) that is within the lot burdened; and
- (b) may do anything reasonably necessary for that purpose, including:
 - entering the lot burdened; and


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Council Authorised Person

SYDNEY 19/09/2019 V19:17/12/020
McCaferys



Doc 5
(Sheet 8 of 40 sheets)

DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pymont
NSW 2009

- taking anything on to the lot burdened; and
- carrying out work, such as constructing, placing, repairing or maintaining pipes or apparatus; and
- carrying out works, such as constructing, placing, repairing or maintaining pipes and apparatus.

2.2 The rights conferred on the owner of the lot benefited by this easement is consistent with the rights of other persons having the same or similar rights.

2.3 In exercising those powers, the owner of the lot benefited must:




- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

2.4 The owner of the lot benefited and any persons authorised by that owner may access the lot burdened at all reasonable times on reasonable notice to the owner of the lot burdened to access the water meter located in the basement of the building erected on the lot burdened.

3. Terms of easement, profit á prendre, restriction or positive covenant numbered 3 in the plan.

3.1 The owner of the lot benefited:

- (a) has the benefit of the right to use the fire service along or through any existing line of pipes (includes any cables, tubes, wires and conduits of all kinds) or any


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Council Authorised Person
SYDNEY 199696 V19:17/12/020
McCaferys
 

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(Sheet 9 of 40 sheets)

DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pymont
NSW 2009

existing apparatus (at the date of registration of this plan) that is within the lot
burdened; and

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

- entering the lot burdened; and
- taking anything on to the lot burdened; and
- carrying out work, such as constructing, placing, repairing or maintaining
pipes or apparatus; and
- carrying out works, such as constructing, placing, repairing or
maintaining pipes and apparatus.

3.2 The rights conferred on the owner of the lot benefited by this easement is consistent
with the rights of other persons having the same or similar rights.

3.3 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier
of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any
improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

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Council Authorised Person

SYDNEY 19996 V19:17/12/020
McCaferys

Doc 5

(Sheet 10 of 40 sheets)

DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

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

4.1 The owner of the lot benefited may:

- (a) drain water from any natural source through any existing pits and pipes at the date of registration of this plan that is within the lot burdened; and
- (b) may do anything reasonably necessary for that purpose, including:
 - entering the lot burdened; and
 - taking anything on to the lot burdened; and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes or pits; and
 - carrying out works, such as constructing, placing, repairing or maintaining pipes and pits.

4.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
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**5. Terms of easement, profit á prendre, restriction or positive covenant
numbered 5 in the plan.**

5.1 This easement for support gives the owner of the lot benefited the right of subjacent and lateral support over that part of the lot burdened which is capable of affording support.

5.2 This easement for support is for the support of:

- (a) any structure including joists, bearers, iron, steel, timber, reinforced concrete and other materials already inserted or to be inserted and or used in the structure of any building; and
- (b) each building already built or to be built on the land benefited which requires for its stability.

5.3 This easement for shelter gives the owner of the lot benefited the right of shelter by all parts of the lot burdened as are capable of affording shelter.

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

6.1 The owner of the lot benefited:

- (a) may keep the structure which at the date of registration of this plan encroached within the site of this easement including without limitation concrete slab, membrane, part storage spaces, part car spaces, structural columns (the "encroaching structure"); and
- (b) must keep the encroaching structure in good repair and safe condition; and
- (c) may do anything reasonably necessary for those purposes including:
 - (1) entering the lot burdened; and
 - (2) taking anything onto the lot burdened; and
 - (3) carrying out work.


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6.2 In exercising powers conferred by this easement the owner of the lot benefited must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) make good any collateral damage.

6.3 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.

6.4 If the owner of the lot burdened does or allows anything to be done which damages or interferes with the encroaching structure or impairs its effectiveness, the owner of the lot benefited may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

6.5 If the owner of the lot burdened does not comply with a notice served under paragraph 6.4, the owner of the lot benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

**7. Terms of easement, profit á prendre, restriction or positive covenant
numbered 8 in the plan.**

7.1 The owner of the lot benefited may keep the structure which at the date of registration of this plan encroached within the site of this easement (the "encroaching structure").

7.2 The owner of the lot benefited has the right of subjacent and lateral support over that part of the lot burdened which is capable of affording support to the encroaching structure.

7.3 The owner of the lot benefited:

- (a) must keep the encroaching structure in good repair and safe condition; and


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(b) may do anything reasonably necessary for those purposes including:

- (1) entering the lot burdened; and
- (2) taking anything onto the lot burdened; and
- (3) carrying out work.

7.4 In exercising powers conferred by this easement the owner of the lot benefited must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) make good any collateral damage.

7.5 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.

8. Terms of easement, profit á prendre, restriction or positive covenant numbered 9 in the plan.

8.1 Full and free right to the uninterrupted flow, access, transmission and enjoyment of air across the lot burdened through the site of the easement to the windows and louvred grills erected on the lot benefited.

9. Terms of easement, profit á prendre, restriction or positive covenant numbered 10 in the plan.

9.1 The owner of the lot benefited:

- (a) may keep the structure which at the date of registration of this plan encroached within the site of this easement (the "encroaching structure"); and
- (b) must keep the encroaching structure in good repair and safe condition; and


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(c) may do anything reasonably necessary for those purposes including:

- (1) entering the lot burdened; and
- (2) taking anything onto the lot burdened; and
- (3) carrying out work.

9.2 In exercising powers conferred by this easement the owner of the lot benefited must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) make good any collateral damage.

9.3 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.

9.4 If the owner of the lot burdened does or allows anything to be done which damages or interferes with the encroaching structure or impairs its effectiveness, the owner of the lot benefited may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

9.5 If the owner of the lot burdened does not comply with a notice served under paragraph 9.4, the owner of the lot benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

10. Terms of easement, profit à prendre, restriction or positive covenant numbered 11 in the plan.

10.1 The owner of the lot benefited may:

- (a) construct and maintain on the lot burdened, but only within the site of this easement, whatever batter or retaining wall is reasonably necessary to

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support the surface or sub-surface of the lot benefited or any part of it, or any
structure or works on the lot benefited; and

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

- (1) entering the lot burdened; and
- (2) taking anything on to the lot burdened; and
- (3) carrying out work.

10.2 The owner of the lot burdened must not:

- (a) interfere with the batter or retaining wall or the support it offers; or
- (b) use the site of this easement or any other part of the lot burdened, or any other
land, in any way which may detract from the stability of or the support provided
by the batter or retaining wall; or
- (c) interfere with the uninterrupted flow, access, transmission and enjoyment of air
through any louvred grilles within the batter or retaining wall.

10.3 If the owner of the lot burdened does or allows anything to be done which damages
the batter or retaining wall or impairs its effectiveness, the owner of the lot benefited
may serve not less than 14 days' notice on the owner of the lot burdened requiring
the damage to be repaired or the impairment removed.

10.4 If the owner of the lot burdened does not comply with a notice served under
paragraph 10.3, the owner of the lot benefited may enter and repair the damage or
remove the impairment and may recover any reasonable costs from the owner of
the lot burdened.

10.5 In exercising any powers under this easement (whether or not after serving such a
notice), the owner of the lot benefited must:

- (a) ensure all work is done properly; and

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- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

11. Terms of easement, profit á prendre, restriction or positive covenant numbered 12 in the plan.

- 11.1 The owner of the lot benefited and any persons authorised by that owner has the right to go, pass and repass at all times for all purposes with or without vehicles over the lot burdened.
- 11.2 This Right of Vehicular and Pedestrian Access extinguishes to the extent any part of the lot burdened is dedicated as a public road.

12. Terms of easement, profit á prendre, restriction or positive covenant numbered 13 in the plan.

- 12.1 The owner of the lot benefited and any persons authorised by that owner has the right to go, pass and repass on foot at all times and for all purposes without vehicles over the lot burdened.
- 12.2 This Right of Pedestrian Access extinguishes to the extent any part of the lot burdened is dedicated as a public reserve.

13. Terms of easement, profit á prendre, restriction or positive covenant numbered 14 in the plan.

- 13.1 This easement benefits:

- (a) the owner of the lot benefited or of any part of that lot with which the right is capable of enjoyment; and


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(b) any persons authorised by that owner.

13.2 The owner of the lot benefited and any persons authorised by that owner:

- (a) may pass and repass, with or without vehicles, machinery, implements and other equipment of every kind, over the roadways, ramps and land over which the right of access is created,
- (b) may carry out an inspection of those roadways and ramps and that land;
- (c) must make good any damage caused to the lot burdened as a result of its use; and
- (d) must keep that part of the lot burdened, the subject of this easement in good repair and condition having regard to its condition at the registration of the plan.

13.3 In exercising any powers under this easement (whether or not after serving such a notice), the owner of the lot benefited must:

- (a) ensure all work is done properly; and
- (b) causes as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) causes as little damage as is practicable to the lot burdened and any improvement on it; and
- (d) restore the lot burdened as nearly as practicable to its former condition; and
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**14. Terms of easement, profit á prendre, restriction or positive covenant
numbered 15 in the plan.**

14.1 The owner of the lot benefited:

- (a) may keep the structure which at the date of registration of this plan encroached within the site of this easement (the "encroaching structure"); and
- (b) must keep the encroaching structure in good repair and safe condition; and
- (c) may do anything reasonably necessary for those purposes including:
 - (1) entering the lot burdened; and
 - (2) taking anything onto the lot burdened; and
 - (3) carrying out work.

14.2 In exercising powers conferred by this easement the owner of the lot benefited must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) make good any collateral damage.

14.3 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.

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

15.1 Subject to clause 15.2 of this covenant under s88E of the Conveyancing Act 1919 and in compliance with the provisions of the Development Consent, the owner of the lot burdened must at its cost:


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- (a) prepare and cause to be registered in the Land and Property Information New South Wales according to section 34 of the Community Land Development Act 1989 an acquisition of the lot burdened;
- (b) lodge with the acquisitions plan a transfer under the Real Property Act 1900 in registrable form which transfers the lot burdened to the authority benefited the lot burdened.

The authority benefited will promptly do all things reasonably necessary to assist (at the cost of) the owner of the lot burdened to procure the registration of the acquisition plan and transfer referred to in clause 15.1.

- 15.2 The authority benefited and the owner of the lot burdened agree that if the terms of the Development Consent are varied, they must amend the terms of this positive covenant to the extent required to give effect to that variation.
- 15.3 The owner of the lot burdened acknowledges that this positive covenant gives effect to essential provisions of the Deed in connection with the transfer of the lot burdened to the authority benefited.
- 15.4 The terms of this positive covenant are covenants and agreements between the authority benefited and the owner of the lot burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.
- 15.5 The owner of the lot burdened and the authority benefited agree that compensation in the sum of \$10.00 is payable by the authority benefited to the owner of the lot burdened under the Land Acquisition (Just Terms Compensation) Act 1991 in connection with the creation of this positive covenant over the lot burdened and subsequent acquisition and transfer of the lot burdened to the authority benefited.
- 15.6 The terms of this positive covenant will not apply to the authority benefited after the authority benefited acquires the lot burdened.


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15.7 In this positive covenant:

- (a) **Development Consent** means the development consent granted by the Land and Environment Court on 30 April 1999 (and its subsequent amendments on 6 December 1999, 21 December 1999) and as may be further amended by the Court.
- (b) **Deed** means the deed of acquisition and release entered into by the Authority benefited, Jacksons Landing Development Pty Limited and other parties an dated on or about April 2000 (and its subsequent amendment on 28 June 2002) and as may be amended from time to time.

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

16.1 Subject to clause 16.2, the lot burdened must not be:

- (a) subdivided so as to form two or more lots in a current plan registered at the Land and Property Information New South Wales; or
 - (b) used for an purpose other than the Permitted Purpose
- without the consent in writing of the authority benefited.

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

- (a) the lot burdened may be subdivided for the purpose of transfer of parts of the lot burdened in stages as contemplated in the Development Consent;
- (b) with the consent of the authority benefited, the lot burdened may be subdivided so as to effect minor boundary adjustments to the lot burdened; and
- (c) that if the terms of the Development Consent are varied, they must amend the terms of this restriction to the extent required to give effect to that variation.


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- 16.3** The owner of the lot burdened acknowledges that this restriction gives effect to essential provisions of the Deed in connection with the transfer of the lot burdened to the authority benefited.
- 16.4** The terms of this restriction are covenants and agreements between the authority benefited and the owner of the lot burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this restriction.
- 16.5** The owner of the lot burdened and the authority benefited agree that compensation in the sum of \$10.00 payable by the authority benefited to the owner of the lot burdened under the Land Acquisition (Just Terms Compensation) Act 1991 in connection with the creation of this restriction over the lot burdened and subsequent acquisition and transfer of the lot burdened to the authority benefited.
- 16.6** The terms of this restriction will not apply to the authority benefited after the authority benefited acquires the lot burdened.
- 16.7** In this restriction:
- (a) **Development Consent** means the development consent granted by the Land and Environment Court on 30 April 1999 (and its subsequent amendments on 6 December 1999, 21 December 1999) and as may be further amended by the Court.
 - (b) **Deed** means the deed of acquisition and release entered into by the Authority benefited, Jacksons Landing Development Pty Limited and other parties and dated on or about April 2000 (and its subsequent amendment on 28 June 2002) and as may be amended from time to time.
 - (c) **Permitted Purpose** means if the land to be transferred Sydney Harbour Foreshore Authority the permitted purpose is public road and if the land to be transferred to the Minister Administering the Environmental Planning and Assessment Act 1979 the permitted purpose is public reserve.

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

17.1 The owner of the lot benefited may:

- (a) drain water from any natural source through any existing pits and pipes at the date of registration of this plan that is within the lot burdened; and
- (b) may do anything reasonably necessary for that purpose, including:
 - entering the lot burdened; and
 - taking anything on to the lot burdened; and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes or pits; and
 - carrying out works, such as constructing, placing, repairing or maintaining pipes and pits.

17.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
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**18. Terms of easement, profit á prendre, restriction or positive covenant
numbered 19 in the plan.**

18.1 This easement for support gives the owner of the lot benefited the right of subjacent and lateral support over that part of the lot burdened which is capable of affording support.

18.2 This easement for support is for the support of:

- (a) any structure including joists, bearers, iron, steel, timber, reinforced concrete and other materials already inserted or to be inserted and or used in the structure of any building; and
- (b) each building already built or to be built on the land benefited which requires for its stability.



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

19.1 The owner of the lot benefited:

- (a) may keep the structure which at the date of registration of this plan encroached within the site of this easement (the "encroaching structure"); and
- (b) must keep the encroaching structure in good repair and safe condition; and
- (c) may do anything reasonably necessary for those purposes including:
 - (1) entering the lot burdened; and
 - (2) taking anything onto the lot burdened; and
 - (3) carrying out work.

19.2 In exercising powers conferred by this easement the owner of the lot benefited must:

- (a) ensure all work is done properly; and


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- (b) cause as little inconvenience is practicable to the owner and any occupier of the lot burdened; and
- (c) make good any collateral damage.

19.3 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.

19.4 If the owner of the lot burdened does or allows anything to be done which damages or interferes with the encroaching structure or impairs its effectiveness, the owner of the lot benefited may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

19.5 If the owner of the lot burdened does not comply with a notice served under paragraph 19.4, the owner of the lot benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

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

20.1 This easement for support gives the lot benefited the right of subjacent and lateral support over that part of the lot burdened which is capable of affording support.

20.2 This easement for support is for the support of:

- (a) any structure including joists, bearers, iron, steel, timber, reinforced concrete and other materials already inserted or to be inserted and or used in the structure of any building; and
- (b) each building already built or to be built on the land benefited which requires for its stability.

20.3 This easement for shelter gives the lot benefited the right of shelter by all parts of the lot burdened as are capable of affording shelter.


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- 20.4** Subject to clause 20.10, the owner of the lot burdened must maintain the support to that part of the lot benefited at all times by, amongst other things, ensuring that the support is regularly inspected, maintained, repaired and kept in a sound structural condition.
- 20.5** If the owner of lot burdened does not maintain the support provided by the lot burdened to the lot benefited as required under clause 20.4, owner of the lot benefited may do anything reasonably necessary for the purpose of exercising its rights under this easement, including:
- (a) carrying out work on the lot burdened to ensure that support is maintained to the lot benefited, including additional supporting works reasonably necessary; and
 - (b) entering the lot burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 20.6** In exercising its rights under this easement the owner of the lot benefited must:
- (a) ensure that all work is done properly;
 - (b) cause as little interference as practicable to the owner of the lot burdened or to occupiers of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
 - (d) if damage (being damage arising because the owner of the lot benefited has not complied with 20.6(a), (b) or (c)) is caused, restore the lot burdened as nearly as practicable to the condition it was in before the damage occurred.
- 20.7** Except when urgent work is required, the owner of the lot benefited must:
- (a) give the owner of the lot burdened or its nominee reasonable notice of its intention to enter the lot burdened;


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- (b) enter the lot burdened only between the hours of 9.00am to 5.00pm on Monday to Friday or during other times reasonably agreed by the owner of the lot burdened; and
- (c) comply with the reasonable directions of the owner of the lot burdened relating to any security arrangements in place in respect of that part of the lot burdened intended to be entered by the owner of the lot benefited.

20.8 Subject to clause 20.10, the owner of the lot burdened jointly and severally releases and indemnifies the owner of the lot benefited, against all damage, expense, loss or liability of any nature suffered or incurred by the owner of the lot benefited that is caused by the support malfunctioning or not working or by reason of the owner of the lot benefited, carrying out the repairs or maintenance works contemplated under clause 20.5, including:

- (a) all costs incurred by the owner of the lot benefited under clause 20.5; and
- (b) loss or damage to the property of the owner of the lot benefited;
- (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.

20.9 The lot burdened's release and indemnity under clause 20.8 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the owner of the lot benefited or its officers, employees, contractors or agents.

20.10 The owner of the lot benefited must use reasonable endeavours to ensure that it and any authorised user must not use or overload the lot benefited in any way which may weaken or adversely affect or impact upon any structure situated within or upon the lot burdened or any support thereto. To this end the owner of the lot benefited must use reasonable endeavours to ensure that


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any vehicle or machinery does not impose a total load in excess of 19 tonnes with a 6 tonne load limit for a 2 wheel front axle load and 13 tonnes load limit for a 2 or 4 wheel rear axle load.

21. Terms of public positive covenant numbered 22 in the plan.

- 21.1** The owner of the lot burdened must maintain the structures, conduits, machinery, equipment and any other thing or service integral to the easement for support and shelter numbered 21 in the Plan (to the extent those structures, conduits, machinery, equipment and other things or services are located within the lot burdened) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition.
- 21.2** If the owner of the lot burdened does not from time to time or at any time adequately carry out its obligations as required under clause 21.1, the prescribed authority may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:
- (a) carry out work on the lot burdened to do anything that the owner of the lot burdened has failed to do under clause 21.1; and
 - (b) enter the lot burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 21.3** In exercising its rights under this public positive covenant the prescribed authority must:
- (a) ensure that all work is done properly;
 - (b) cause as little interference as practicable to the occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and

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SYDNEY 199696/19:17/12/020
McCafferys

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(Sheet 28 of 40 sheets)

DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pymont
NSW 2009

- (d) if damage (being damage arising because the prescribed authority has not complied with paragraphs (a), (b) or (c) of this clause 21.3) is caused, restore the lot burdened as nearly as practicable to the condition it was in before the damage occurred.

21.4 Except when urgent work is required, the prescribed authority must:

- (a) give the owner of the lot burdened or its nominee reasonable notice of intention to enter the lot burdened;
- (b) enter the lot burdened only between the hours of 9.00am to 5.00pm on Monday to Friday or during other times reasonably agreed by the owner of the lot burdened; and
- (c) comply with the reasonable directions of the owner of the lot burdened relating to any security arrangements in place in respect of that part of the lot burdened intended to be entered by the prescribed authority.

21.5 The owner of the lot burdened jointly and severally releases and indemnifies the prescribed authority against all damage, expense, loss or liability of any nature suffered or incurred by the prescribed authority that is caused by the support malfunctioning or not working or by reason of the prescribed authority, carrying out the repairs or maintenance works contemplated under clause 21.2, including:

- (a) all costs incurred by the prescribed authority under clause 21.2;
- (b) loss or damage to the property of the prescribed authority;
- (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.

21.6 The release and indemnity by the owner of the lot burdened under clause 21.5 will be reduced proportionately to the extent that the damage, expense, loss or liability


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SYDNEY 199696 V19:17/12/020
McCafferys



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DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

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

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Limited**
Level 1, 19 Harris Street, Pymont
NSW 2009

arises from a negligent act or omission of the prescribed authority or its officers,
employees, contractors or agents.

22. Terms of public positive covenant numbered 23 in the plan.

22.1 The owner of the lot burdened must maintain the structures, conduits, machinery, equipment and any other thing or service integral to the easement for electricity purposes and access numbered 1 in the Plan (to the extent those structures, conduits, machinery, equipment and other things or services are located within the lot burdened) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition.

22.2 If the owner of the lot burdened does not from time to time or at any time adequately carry out its obligations as required under clause 22.1, the prescribed authority may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:

- (a) carry out work on the lot burdened to do anything that the owner of the lot burdened has failed to do under clause 22.1; and
- (b) enter the lot burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.

22.3 In exercising its rights under this public positive covenant the prescribed authority must:

- (a) ensure that all work is done properly;
- (b) cause as little interference as practicable to the occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
- (d) if damage (being damage arising because the prescribed authority has not complied with paragraphs (a), (b) or (c) of this clause 22.3) is caused, restore


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SYDNEY 199696 18:17/12/020
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DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

the lot burdened as nearly as practicable to the condition it was in before the
damage occurred.

22.4 Except when urgent work is required, the prescribed authority must:

- (a) give the owner of the lot burdened or its nominee reasonable notice of
intention to enter the lot burdened;
- (b) enter the lot burdened only between the hours of 9.00am to 5.00pm on
Monday to Friday or during other times reasonably agreed by the owner of the
lot burdened; and
- (c) comply with the reasonable directions of the owner of the lot burdened relating
to any security arrangements in place in respect of that part of the lot
burdened intended to be entered by the prescribed authority.

22.5 The owner of the lot burdened jointly and severally releases and indemnifies the
prescribed authority against all damage, expense, loss or liability of any nature
suffered or incurred by the prescribed authority that is caused by the electricity
service malfunctioning or not working or by reason of the prescribed authority
carrying out the repairs or maintenance works contemplated under clause 22.2,
including:

- (a) all costs incurred by the prescribed authority under clause 22.2;
- (b) loss or damage to the property of the prescribed authority;
- (c) damage, expense, loss or liability in respect of loss or damage to any other
property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness
or death.

23. Terms of public positive covenant numbered 24 in the plan.

23.1 The owner of the lot burdened must maintain the structures, conduits, machinery,
equipment and any other thing or service integral to the easement for irrigation


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DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pymont
NSW 2009

purposes and access numbered 2 in the Plan (to the extent those structures, conduits, machinery, equipment and other things or services are located within the lot burdened) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition.

23.2 If the owner of the lot burdened does not from time to time or at any time adequately carry out its obligations as required under clause 23.1, the prescribed authority may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:



- (a) carry out work on the lot burdened to do anything that the owner of the lot burdened has failed to do under clause 23.1; and
- (b) enter the lot burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.

23.3 In exercising its rights under this public positive covenant the prescribed authority must:

- (a) ensure that all work is done properly;
- (b) cause as little interference as practicable to the occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
- (d) if damage (being damage arising because the prescribed authority has not complied with paragraphs (a), (b) or (c) of this clause 23.3) is caused, restore the lot burdened as nearly as practicable to the condition it was in before the damage occurred.

23.4 Except when urgent work is required, the prescribed authority must:

- (a) give the owner of the lot burdened or its nominee reasonable notice of intention to enter the lot burdened;


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DP270215

Subdivision of Lots 12 & 21 in DP270215
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No of

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

**Jacksons Landing Development Pty
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Level 1, 19 Harris Street, Pyrmont
NSW 2009

- (b) enter the lot burdened only between the hours of 9.00am to 5.00pm on Monday to Friday or during other times reasonably agreed by the owner of the lot burdened; and
- (c) comply with the reasonable directions of the owner of the lot burdened relating to any security arrangements in place in respect of that part of the lot burdened intended to be entered by the prescribed authority.

23.5 The owner of the lot burdened jointly and severally releases and indemnifies the prescribed authority against all damage, expense, loss or liability of any nature suffered or incurred by the prescribed authority that is caused by the irrigation service malfunctioning or not working or by reason of the prescribed authority, carrying out the repairs or maintenance works contemplated under clause 23.2, including:

- (a) all costs incurred by the prescribed authority under clause 23.2;
- (b) loss or damage to the property of the prescribed authority;
- (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.

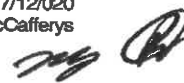
24. Terms of public positive covenant numbered 25 in the plan.

24.1 The owner of the lot burdened must maintain the structures, conduits, machinery, equipment and any other thing or service integral to the easement for fire services numbered 3 in the Plan (to the extent those structures, conduits, machinery, equipment and other things or services are located within the lot burdened) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition.

24.2 If the owner of the lot burdened does not from time to time or at any time adequately carry out its obligations as required under clause 24.1, the prescribed authority may


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SYDNEY 199696 V19:17/12/020
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DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

**Full name and address of the owner of
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Level 1, 19 Harris Street, Pymont
NSW 2009

do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:

- (a) carry out work on the lot burdened to do anything that the owner of the lot burdened has failed to do under clause 24.1; and
- (b) enter the lot burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.

24.3 In exercising its rights under this public positive covenant the prescribed authority must:

- (a) ensure that all work is done properly;
- (b) cause as little interference as practicable to the occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
- (d) if damage (being damage arising because the prescribed authority has not complied with paragraphs (a), (b) or (c) of this clause 24.3) is caused, restore the lot burdened as nearly as practicable to the condition it was in before the damage occurred.

24.4 Except when urgent work is required, the prescribed authority must:

- (a) give the owner of the lot burdened or its nominee reasonable notice of intention to enter the lot burdened;
- (b) enter the lot burdened only between the hours of 9.00am to 5.00pm on Monday to Friday or during other times reasonably agreed by the owner of the lot burdened; and
- (c) comply with the reasonable directions of the owner of the lot burdened relating to any security arrangements in place in respect of that part of the lot burdened intended to be entered by the prescribed authority.

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DP270215

Subdivision of Lots 12 & 21 in DP270215
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No of

**Full name and address of the owner of
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Level 1, 19 Harris Street, Pyrmont
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24.5 The owner of the lot burdened jointly and severally releases and indemnifies the prescribed authority against all damage, expense, loss or liability of any nature suffered or incurred by the prescribed authority that is caused by the fire services malfunctioning or not working or by reason of the prescribed authority, carrying out the repairs or maintenance works contemplated under clause 24.2, including:

- (a) all costs incurred by the prescribed authority under clause 24.2;
- (b) loss or damage to the property of the prescribed authority;
- (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.

25. Terms of public positive covenant numbered 26 in the plan.

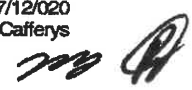
25.1 The owner of the lot burdened must maintain the structures, conduits, machinery, equipment and any other thing or service integral to the easement for drainage of water numbered 4 in the Plan (to the extent those structures, conduits, machinery, equipment and other things or services are located within the lot burdened) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition.

25.2 If the owner of the lot burdened does not from time to time or at any time adequately carry out its obligations as required under clause 25.1, the prescribed authority may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:

- (a) carry out work on the lot burdened to do anything that the owner of the lot burdened has failed to do under clause 25.1; and
- (b) enter the lot burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.


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DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pymont
NSW 2009

25.3 In exercising its rights under this public positive covenant the prescribed authority must:

- (a) ensure that all work is done properly;
- (b) cause as little interference as practicable to the occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
- (d) if damage (being damage arising because the prescribed authority has not complied with paragraphs (a), (b) or (c) of this clause 25.3) is caused, restore the lot burdened as nearly as practicable to the condition it was in before the damage occurred.

25.4 Except when urgent work is required, the prescribed authority must:

- (a) give the owner of the lot burdened or its nominee reasonable notice of intention to enter the lot burdened;
- (b) enter the lot burdened only between the hours of 9.00am to 5.00pm on Monday to Friday or during other times reasonably agreed by the owner of the lot burdened; and
- (c) comply with the reasonable directions of the owner of the lot burdened relating to any security arrangements in place in respect of that part of the lot burdened intended to be entered by the prescribed authority.

25.5 The owner of the lot burdened jointly and severally releases and indemnifies the prescribed authority against all damage, expense, loss or liability of any nature suffered or incurred by the prescribed authority that is caused by the pits and pipes malfunctioning or not working or by reason of the prescribed authority, carrying out the repairs or maintenance works contemplated under clause 25.2, including:

- (a) all costs incurred by the prescribed authority under clause 25.2;
- (b) loss or damage to the property of the prescribed authority;


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DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pymont
NSW 2009

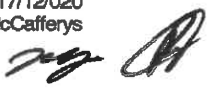
- (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.

26. Terms of public positive covenant numbered 27 in the plan.

- 26.1** The owner of the lot burdened must maintain the structures, conduits, machinery, equipment and any other thing or service integral to the easement for drainage of water numbered 18 in the Plan (to the extent those structures, conduits, machinery, equipment and other things or services are located within the lot burdened) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition.
- 26.2** If the owner of the lot burdened does not from time to time or at any time adequately carry out its obligations as required under clause 26.1, the prescribed authority may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:
- (a) carry out work on the lot burdened to do anything that the owner of the lot burdened has failed to do under clause 26.1; and
 - (b) enter the lot burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 26.3** In exercising its rights under this public positive covenant the prescribed authority must:
- (a) ensure that all work is done properly;
 - (b) cause as little interference as practicable to the occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and


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Council Authorised Person

SYDNEY 199696 V19:17/12/020
McCafferys



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(Sheet 37 of 40 sheets)

DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pymont
NSW 2009

- (d) If damage (being damage arising because the prescribed authority has not complied with paragraphs (a), (b) or (c) of this clause 26.3) is caused, restore the lot burdened as nearly as practicable to the condition it was in before the damage occurred.

26.4 Except when urgent work is required, the prescribed authority must:

- (a) give the owner of the lot burdened or its nominee reasonable notice of intention to enter the lot burdened;
- (b) enter the lot burdened only between the hours of 9.00am to 5.00pm on Monday to Friday or during other times reasonably agreed by the owner of the lot burdened; and
- (c) comply with the reasonable directions of the owner of the lot burdened relating to any security arrangements in place in respect of that part of the lot burdened intended to be entered by the prescribed authority.

26.5 The owner of the lot burdened jointly and severally releases and indemnifies the prescribed authority against all damage, expense, loss or liability of any nature suffered or incurred by the prescribed authority that is caused by the pits and pipes malfunctioning or not working or by reason of the prescribed authority, carrying out the repairs or maintenance works contemplated under clause 26.2, including:

- (a) all costs incurred by the prescribed authority under clause 26.2;
- (b) loss or damage to the property of the prescribed authority;
- (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.


Council Authorised Person

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DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

Full name and address of the owner of
the land:

Jacksons Landing Development Pty
Limited
Level 1, 19 Harris Street, Pyrmont
NSW 2009

Executed by Jacksons Landing
Development Pty Limited by its Attorneys
under a Power of Attorney dated 29/1/2002
registered Book 435 No 120
in the presence of

M. Filo
Signature of witness

MICHAEL FILO
Name of witness

R. G. A.
Signature of Attorney

RONALD CUTLER
Name of Attorney

Marianne Yacover
Signature of Attorney

MARIANNE YACOVER
Name of Attorney

Executed by Wirabay Limited
by its Attorneys under a Power of Attorney
dated 3/1/2002 registered
Book 435 No 60 in the presence of

M. Filo
Signature of witness

MICHAEL FILO
Name of witness

R. G. A.
Signature of Attorney

RONALD CUTLER
Name of Attorney

Marianne Yacover
Signature of Attorney

MARIANNE YACOVER
Name of Attorney

Council Authorised Person

SYDNEY 199695 V19:17/12/020
McCafferys

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DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pymont
NSW 2009

Executed by Reco Star Pte Limited
by its Attorneys under a Power of Attorney
dated 10/7/2002 registered
Book 4357 No 61 in the presence of

M Jilo
Signature of witness

MICHAEL FILO
Name of witness

R LTA
Signature of Attorney

RONALD CUTLER
Name of Attorney

Marianne Jacob
Signature of Attorney

MARIANNE JACOB
Name of Attorney

Executed by Limosa Pty Limited
by its Attorneys under a Power of Attorney
dated 5/7/2002 registered
Book 4357 No 59 in the presence of

M Jilo
Signature of witness

MICHAEL FILO
Name of witness

R LTA
Signature of Attorney

RONALD CUTLER
Name of Attorney

Marianne Jacob
Signature of Attorney

MARIANNE JACOB
Name of Attorney

[Signature]
Council Authorised Person

SYDNEY 199696 V19:17/12/020
McCaferys

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DP270215

Subdivision of Lots 12 & 21 in DP270215
covered by Subdivision Certificate
No of

Full name and address of the owner of
the land:

Jacksons Landing Development Pty
Limited
Level 1, 19 Harris Street, Pyrmont
NSW 2009

Executed by TOWER Trust (NSW) Limited)
by its Attorney under a Power of)
Attorney dated 10th APRIL 2002 registered)
Book 1347 No 232 in the presence of)

Signature of witness

Pete Burns
Name of witness - STATE ADMIN MGR.

Signature of Attorney

YVONNE DRAKE
Name of Attorney ADMINISTRATION mca
Corporate Trusts

The common seal of Community)
Association DP270215 was affixed)
in the presence of:)
DYNAMIC PROPERTY SERVICES PTY LTD)
being the person authorised by)
section 8 of the Community Land)
Management Act 1989 to attest the)
affixing of the seal.)



Signature of witness

Gareth Craig
Full Name of witness

SIGNED by DYNAMIC PROPERTY SERVICES
PTY LIMITED (ACN 002 006 760) by its
attorney WALTER PATTERSON duly appointed
by Power of Attorney dated 18th July 1996
and who hereby states that he has not
received any notice of the revocation of
such Power of Attorney.
(Registered Book 4132 No. 734)

Council Authorised Person

REGISTERED 8.1.2003

SYDNEY 199696 V19:17/12/020
McCafferys

DOCUMENT 6.

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

(Sheet 1 of 8 sheets)

DP270215


Subdivision of lot 35 and easements within
lots 22 DP 270215, ~~23 DP 270215~~,
CP/SP62661 and CP/SP63595 covered by
Subdivision Certificate
No 7 of 2004

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

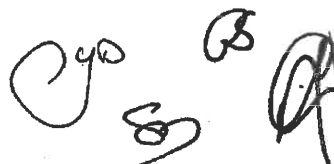
**Jacksons Landing Development Pty
Limited of Tower Building, Australia
Square, George Street, Sydney NSW
ACN 073 932 206**

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water 1, 2, 4 and 6 Wide (A8)	36 22/270215	23/270215, CP/SP62661, CP/SP63595 23/270215, CP/SP62661, CP/SP63595
2	Easement for Drainage of Sewerage Purposes 1.24 Wide (B8)	36	23/270215, CP/SP62661, CP/SP63595
3	Easement for Distribution Board and Electrical Supply (C8)	CP/SP62661, CP/SP63595	36



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SYDNEY 239530 V9:29/01/2004
Rum Store and The Elizabeth

(Sheet 2 of 8 sheets)

DP270215

Subdivision of lot 35 and easements within
lots ~~24~~ and ~~25~~ DP 270215 covered by
Subdivision Certificate
No 7 of 2004

CD 13P 63595 ✓
*CP 13P 62661

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

Part 2 (Terms)

**1. Terms of easement, profit à prendre, restriction or positive covenant
numbered 1 in the plan.**

1.1 The owner of the lot benefited may:

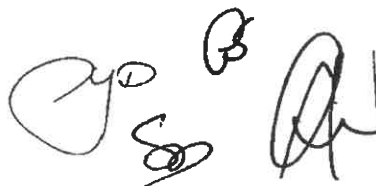
- (a) drain water from any natural source through any existing pits and pipes at the date of registration of this plan that is within the lot burdened; and
- (b) do anything reasonably necessary for that purpose, including:
 - (1) entering the lot burdened; and
 - (2) taking anything onto the lot burdened; and
 - (3) carrying out works, such as constructing, placing, repairing or maintaining pipes or pits; and
 - (4) carrying out works, such as constructing, placing, repairing or maintaining pies and pits.

1.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.


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Council Authorised Person



SYDNEY 239530 V9:29/01/2004
Rum Store and The Elizabeth

(Sheet 3 of 8 sheets)

DP270215

Subdivision of lot 35 and easements within
lots 24 and 25 DP 270215 covered by
Subdivision Certificate

No 7 of 2004 *CPLSP626C1
CPLSP63595 ✓

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

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

2.1 The owner of the lot benefited may:

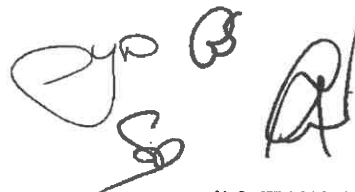
- (a) drain sewage, sullage and other fluid wastes in pipes through each lot
burdened, but only within the site of this easement;
- (b) do anything reasonably necessary for that purpose, including:
 - (1) entering the lot burdened; and
 - (2) taking anything onto the lot burdened; and
 - (3) using any existing line of pipes; and
 - (4) carrying out works, such as constructing, placing, repairing or
maintaining pipes and equipment.

2.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier
of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any
improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.



Council Authorised Person



SYDNEY 239530 V9:29/01/2004
Rum Store and The Elizabeth

(Sheet 4 of 8 sheets)

DP270215

Subdivision of lot 35 and easements within
lots ~~24~~ and 25 DP 270215, covered by
Subdivision Certificate * CD/SP 62661
No 7 of 2004 CD/SP 63595.

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

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pyrmont
NSW 2009

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

3.1 The owner of the lot benefited:

- (a) may keep the distribution board which at the date of registration of this plan stands within the site of this easement ("the distribution board");
- (b) must keep the distribution board in good repair and safe condition;
- (c) may transmit electricity through the lot burdened, but only within the site of the easement; and
- (d) may do anything reasonably necessary for those purpose, including:
 - (1) entering the lot burdened;
 - (2) taking anything onto the lot burdened; and
 - (3) carrying out work, such as replacing, repairing or maintaining distribution board and associated equipment;

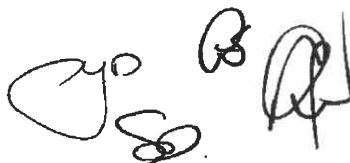
3.2 In exercising the powers conferred by this easement, the owner of the lot benefited must:

- (a) ensure that all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lots burdened; and
- (c) make good any collateral damage.

3.3 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the distribution board.



Council Authorised Person



SYDNEY 239530 V9:29/01/2004
Rum Store and The Elizabeth

(Sheet 5 of 8 sheets)

DP270215

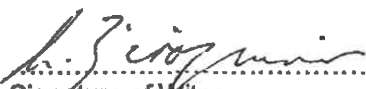
Full name and address of the owner of the land:

Subdivision of lot 35 and easements within
lots ~~24~~ and 25 DP 270215 covered by
Subdivision Certificate

No 7 of 2004 * cp/sp 6266/
cp/sp 63595

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pymont
NSW 2009


Executed by Jacksons Landing
Development Pty Limited by its Attorneys
under a Power of Attorney dated 2/10/2003
registered Book 4405 No. 872 in the presence
of:


Signature of Witness

Lefti Ziogianis
Name of Witness


Signature of Witness

PAUL MARTIN
Name of Witness


Signature of Attorney

Paul Shaw
Name of Attorney


Signature of Attorney

Gordon Wood
Name of Attorney

~~Executed by Limosa Pty Limited by its
Attorneys under a Power of Attorney dated
Registered Book
No. in the presence of:~~

~~Signature of Witness~~

~~Name of Witness~~

~~Signature of Witness~~

~~Name of Witness~~

~~Signature of Attorney~~

~~Name of Attorney~~

~~Signature of Attorney~~

~~Name of Attorney~~

stet Council Authorised Person

SYDNEY 239530 V9:29/01/2004
Rum Store and The Elizabeth

(Sheet 6 of 8 sheets)

DP270215

Subdivision of lot 35 and easements within
lots 24 and 25 DP 270215 covered by
Subdivision Certificate

No 7 of 2004 *CD13062661
CD1SP63398

Full name and address of the owner of
the land:

Jacksons Landing Development Pty
Limited
Level 1, 19 Harris Street, Pyrmont
NSW 2009

~~Executed by Wirabay Pty Limited by its~~)
~~Attorneys under a Power of Attorney dated~~)
~~Registered Book~~)
No. in the presence of:)

Signature of Witness

Signature of Attorney

Name of Witness

Name of Attorney

Signature of Witness

Signature of Attorney

Name of Witness

Name of Attorney

~~Executed by Reco Star Pte Limited by its~~)
~~Attorneys under a Power of Attorney dated~~)
~~Registered Book~~)
No. in the presence of:)

Signature of Witness

Signature of Attorney

Name of Witness

Name of Attorney

Signature of Witness

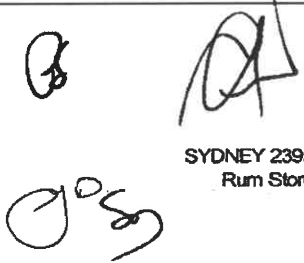
Signature of Attorney

Name of Witness

Name of Attorney



Council Authorised Person



(Sheet 7 of 8 sheets)

DP270215

Subdivision of lot 35 and easements within
lots 24 and 25 DP 270215 covered by

Subdivision Certificate **CD/SP62661*
No *7* of *2004* *CD/SP63595*

Full name and address of the owner of
the land:

**Jacksons Landing Development Pty
Limited**
Level 1, 19 Harris Street, Pymont
NSW 2009

Executed by Tower Trust (NSW) Limited by)
its duly constituted Attorneys)
YVONNE DRAKE and *SEAN DA SILVA* under)
Power of Attorney No *81*/Book *4385* dated *22/4/03*)

Justina
Signature of Witness

YCLANOA MATUS
Name of Witness

Angelo
Signature of Witness

MISSIA JONES
Name of Witness

The common seal of Owners)
Strata Plan No SP62661)
was affixed in the presence of *H. WELLS*)
STRATA MANAGER)

being the person authorised by section 238)
of the Strata Schemes Management Act 1973)
to attest the affixing of the seal :)

Palamy Songassakeo
Signature of Witness

Palamy Songassakeo
Full Name of Witness

[Signature]
Council Authorised Person

Yvonne Drake
Signature of Attorney

*Yvonne Drake - Administration
Manager*
Name of Attorney *TT (NSW) LTD*

Sean Da Silva
Signature of Attorney

*Sean Da Silva - NSW Regional
Manager, Corporate
Trusts*
Name of Attorney



(Sheet 8 of 8 sheets)

F

DP270215

Subdivision of lot 35 and easements within
lots 24 and 25 DP 270215 covered by
Subdivision Certificate **CPLSP62661*
No 7 of 2004 *CPLSP63595*

Full name and address of the owner of
the land:

Jacksons Landing Development Pty
Limited
Level 1, 19 Harris Street, Pymont
NSW 2009

The common seal of Owners
Strata Plan No SP63595
was affixed in the presence of *H. WELLS*
STRATA MANAGER

being the person authorised by section 238
of the Strata Schemes Management Act 1973
to attest the affixing of the seal :



Palamy Songassakeo
Signature of Witness

Palamy Songassakeo
Full Name of Witness

[Signature]
Council Authorised Person



DOCUMENT 7

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

(Sheet 1 of 34 sheets)

DP270215

Subdivision of Lots 31 & 38 in DP270215 and Easements within Lot 32 DP270215 and Lot 32 DP1011425 covered by Subdivision Certificate No 16/2004

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited

Level 1, 19 Harris Street Pyrmont

NSW 2009

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Right of Access, Variable Width and Limited in Height (EA)	41	1/270215
2.	Right of Access, Variable Width and Limited in Height (EB)	41 41	39 40
3.	Right of Access and Easement for Fire Escape, Variable Width and Limited in Height (EC)	39	41
4.	Easement for Fire Escape and Limited in Height (ED)	39	41
5.	Easement for Fire Escape and Limited in Height (EE)	42 42	39 41


 Council Authorised Person

SYDNEY 289863 V15:31/03/2004
 Cooperage

DOCUMENT 7

(Sheet 2 of 34 sheets)

DP270215

Subdivision of Lots 31 & 38 in DP270215
 and Easements within Lot 32 DP270215
 and Lot 32 DP1011425 covered by
 Subdivision Certificate
 No 16 of 2004

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		42	41
6.	Easement for Storage of Garbage, Variable Width and Limited in Height (EF)	41 41 41	1/270215 39 40
7.	Right of Access, Variable Width and Limited in Height (EG)	41 41 41 41	1/270215 39 40 42
8.	Easement for Drainage of Sewage 1 Wide(EH)	41 42 42	39 39 40
9.	Easement for Services, Variable Width and Limited in Height (EK)	39	40
10.	Easement for Support Whole of Lot (EL)	39 39 41	41 42 39, 42



 Council Authorised Person