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 22 FEB 1994
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 31 JAN 1994
 RESTRICTION ON THE USE OF LAND
 PURSUANT TO SECTION 88E (3),
 CONVEYANCING ACT, 1919
 REAL PROPERTY ACT, 1900
 (See instructions for Completion on back of form)

RO		of		R	/
		\$			

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

Note (b) The Council of the Shire of Baulkham Hills
 a PRESCRIBED AUTHORITY within the meaning of Section 84 (6) (1) of the Conveyancing Act, 1919, hereby imposes on the land above in the Annexure marked "B" hereto described the restriction on use which is set out hereon, and applies to have such restriction recorded in the Register.

OFFICE USE ONLY

Note (c) The Registered Proprietor of the land above described is North Sydney Brick and Tile Company Limited,
 Old Windsor Road, Baulkham Hills, New South Wales, 2153

Note (d) The mortgagee/lessee/chargee of the land above described is Natwest Australia Bank Limited, Qantas International Centre, International Square, Sydney, New South Wales, 2000

DATE

EXECUTION Note (e) We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

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

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness
 Signed in my presence by the registered proprietor of the land who is personally known to me.
 Signature of authorised officer

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness
 Signed in my presence by the registered proprietor who is personally known to me.
 Signature of registered proprietor

Notes (e) and (f)
 Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness

TO BE COMPLETED BY LODGING PARTY Notes (g) and (h)	LODGED BY CASA CHAMBERS WESTCARTH.		LOCATION OF DOCUMENTS			
			CT	OTHER		
					Herewith.	
					In L.T.O. with	
					Produced by 599D.	
	Ref:	Delivery Box Number	8985 CPM WORT 3375032			
OFFICE USE ONLY ALWB FOR LOGUMENT REFER TO CSB 5.3.931	Checked	Passed	REGISTERED		Secondary Directions	
	Signed	Extra Fee	.19		Delivery Directions	

Not liable to Stamp Duty
 5.3.931



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

Certificates of Title Folio Identifiers:

3/816342

4/816342

5/816342

201/816343

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

203/816343

204/816343

205/816343

206/816343

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

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

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

B

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

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

"Association" means Norwest Association Limited;

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

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

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

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

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

"Development" means, in relation to the Land:

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

A reference in this definition of "Development" to:

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

B

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

David Magney Director

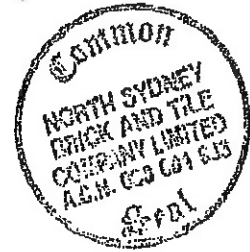
DAVID MAGNEY Name of Director
(print)

David Director

David Harrison Name of Director
(print)

J.A. Hogg Secretary

J. A. Hogg Name of Secretary
(print)



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

Peggy Womersley Shire President

PEGGY WOMERSLEY Name of Shire President
(print)

[Signature] General Manager

RICHARD CONOLLY Name of General Manager
(print)

THE COMMON SEAL of
NATWEST AUSTRALIA BANK LIMITED
(ACN of ARBN 601 65157)
is affixed in accordance with
its articles of association in
the presence of:





Director

MICHAEL JOHN BECK

Name of Director
(print)



Secretary

Phillip R. Mather

Name of Secretary
(print)

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



.....
(Board Member)

[Signature]
(Board Member)



.....
(Board Member)

[Signature]
(Board Member)

[Signature]

3

5



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

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

Director

Name of Director
(print)

Secretary

Name of Secretary
(print)

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

[Handwritten Signature]
Attorney

[Handwritten Signature: Iren Rozsa]
Witness
(Iren Rozsa)



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

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

----- Director

----- Name of Director
(print)

----- Secretary

----- Name of Secretary
(print)

**SIGNED FOR AND ON BEHALF OF AUSTRALIAN AND OVERSEAS
TELECOMMUNICATIONS CORPORATION LIMITED**

By its Attorney *PAUL WILKIN*
Being the person for the time being holding or fulfilling the duties of the office of **REGISTRAR**
PROPERTY SERVICES IN NEW SOUTH WALES in the
of the **Australian and Overseas Telecommunications Corporation Ltd.** and the said Attorney
declares that he is not aware of any person to whom he has received no notice of
restriction of use of land which is Book 107 and produced at the Land Titles
Office, Sydney by virtue of which he had executed the within document in the presence of-

SHANE BURKE
REGISTRAR OF THE LAND IN AND FOR THE STATE OF NEW SOUTH WALES



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

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

Director

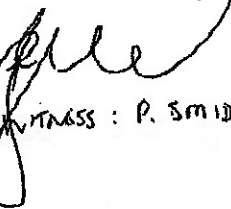
Name of Director
(print)

Secretary

Name of Secretary
(print)

SIGNED FOR AND ON BEHALF OF the
~~AUSTRALIAN POSTAL CORPORATION~~ by
its Attorney
being the person for the time being holding
or fulfilling the duties of the Office of the
PROPERTY PORTFOLIO MANAGER (New
South Wales) of the said Australian Postal
Corporation and the said Attorney states that
at the date of execution of this present instru-
ment he has received no notice of revocation
of Power of Attorney Registered No. 890
Book 3284 and produced at the Land Titles
Office, Sydney by virtue of which he has
executed the within document in the pre-
sence of an Officer of the Australian Postal
Corporation.

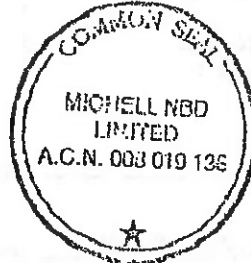

ATTORNEY JOHN GILLETT


WITNESS: P. Smidmore



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

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



C. A. Sampson

Director

CLINTON A. STAMPSON

Name of Director
(print)

E. Hallion

Secretary

EDWARD LAWRENCE HALLION

Name of Secretary
(print)



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

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



Phillip Orr Director

PHILLIP DOUGLAS ORR Name of Director
(print)

D. Nizzia Secretary

SEFFURA NIZZIA Name of Secretary
(print)



RELODGED
 31 JAN 1994
 POSITIVE COVENANT



I
 900775 R

PURSUANT TO SECTION 88E(3), CONVEYANCING ACT, 1918
 REAL PROPERTY ACT, 1900

PC \$

DESCRIPTION OF LAND Note (a)

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

Note (b)

THE COUNCIL OF THE SHIRE OF BAULKHAM HILLS

a PRESCRIBED AUTHORITY within the meaning of Section 88E(1) of the Conveyancing Act, 1918, hereby imposes on the land above described the positive covenant which is set out ~~overleaf~~ in Annexure marked "B" hereto and applies to have such covenant recorded in the Register.

OFFICE USE ONLY

Note (c)

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

Note (d)

The mortgages/leases/charges/covenants-chargee of the land above described is NATWEST AUSTRALIA BANK LIMITED, Dantas International Centre, International Square, Sydney, New South Wales, 2000

DATE

EXECUTION Note (e)

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

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

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness

Signature of authorised officer

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

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness

Signature of registered proprietor

Notes (e) and (f)

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

TO BE COMPLETED BY LODGING PARTY

Notes (g) and (h)

LODGED BY CORAS CHAMBERS WESTGATE		LOGAT ON OF DOCUMENTS	
		CT	OTHER
			Herewith.
			In L.T.O. with
			Produced by
Delivery Box Number 8985 LPM NORT 3375032			
Checked	Passed	REGISTERED -19	
Signed	Extra Fee	Secondary Directions	
		Delivery Directions	

OFFICE USE ONLY

Plg up proof by 11.15.94 see prior I

Plg not liable to stamp Duty 9/20.

Note (i)
 Terms of Pos.
 Covenant

INSTRUCTIONS FOR COMPLETION

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure, the words rejected are to be ruled through and initialled by the parties to the dealing in the left hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

The following instructions relate to the side notes on the form.

- (a) Description of land.
 - (i) TORRENS TITLE REFERENCE—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for the land the subject of the Covenant, e.g. 135/SP12345 or Vol. 6514 Fol. 126.
 - (ii) PART/PARTICLE—If part only of the land in the Folio of the Register is affected by the Covenant, delete the word "Whole" and insert the lot and plan number, portion, etc.
- (b) Insert the full name and address of the Prescribed Authority.
- (c) Insert full name and postal address of the registered proprietor.
- (d) If the land is subject to a registered lease, mortgage, charge, etc., insert the full name and postal address of the lessee, mortgagor, chargee etc. If the land is NOT subject to a lease, mortgage, charge, etc., rule through this space.
- (e) EXECUTION.
 - GENERALLY (i) Should there be insufficient space for execution of this dealing use an annexure 3944.
 - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by the authorised officer who should execute the dealing in the presence of an adult witness, to whom he/she is personally known.
 - (iii) Any person lawfully or negligently executing is liable to the penalties provided by section 117 of the Real Property Act, 1900.
 - ATTORNEY (iv) If the dealing is executed by an attorney for the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g. "Att by [name] attorney for [owner or delegate], as the case may be) If pursuant to power of attorney registered 3008. The
 - AUTHORITY (v) If the dealing is executed pursuant to an authority (other than specified in (iv)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the dealing has been executed.
 - CORPORATION (vi) If this dealing is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g. in accordance with the Articles of Association of the corporation. Each person affixing the affixing of the seal must state his position (e.g. director, secretary) in the corporation.
- (f) Insert reference to the mortgage, lease, charge, etc., e.g., mortgage No. W161111.
- (g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (h) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec for statutory declaration.
- (i) Insert the full particulars of the positive covenant. Should there be insufficient space, use an annexure.

OFFICE USE ONLY

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



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

Certificates of Title Folio Identifiers:

3/816342

4/816342

5/816342

201/816343

202/816343

(now being 2021/831173 and 2022/831173)

203/816343

204/816343

205/816343

206/816343

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

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

B

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

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

5. In these restrictions covenants, unless inconsistent with the context:

"Association" means Norwest Association Limited;

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

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

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

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

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

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

"Development" means, in relation to the Land:

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

A reference in this definition of "Development" to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B

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

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

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

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

David Magney

Director

DAVID MAGNEY

Name of Director
(print)

[Signature]

Director

David Thompson

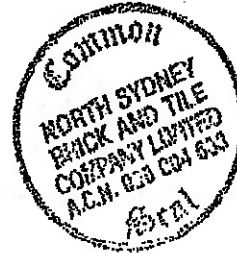
Name of Director
(print)

[Signature]

Secretary

J.A. [Signature]

Name of Secretary
(print)





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

)
)
)

Peggy Womersley

Shire President

PEGGY WOMERSLEY

Name of Shire President
(print)

[Signature]

General Manager

RICHARD CONOLLY

Name of General Manager
(print)

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

)
)
)
)
)
)



[Signature]

Director

MICHAEL JOHN BELL

Name of Director
(print)

[Signature]

Secretary

PHILIP R. MAHER

Name of Secretary
(print)

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

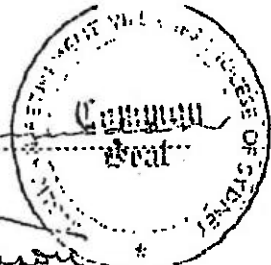
.....
(Board Member)

.....
(Board Member)

Thomas
.....
(Board Member)

Rita
.....
(Board Member)

Thomas





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

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

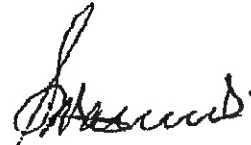
_____ Director

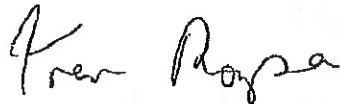
_____ Name of Director
(print)

_____ Secretary

_____ Name of Secretary
(print)

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


Attorney


Witness
(Iren Rozsa)



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

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

_____ Director

_____ Name of Director
(print)

_____ Secretary

_____ Name of Secretary
(print)

AUSTRALIAN AND OVERSEAS TELECOMMUNICATIONS CORPORATION LIMITED
Paul Wilton Hill
I hereby certify that the duties of the office of Director of the above-named Corporation have been performed by the person whose name is written above and that the person whose name is written above is the person who has been appointed to the office of Director of the above-named Corporation.
SHANE BURKE *S. Burke*
CHAIRMAN OF THE COUNCIL OF THE SHIRE OF BAULKHAM HILLS



FORM
COVENANT

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

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

_____ Director

_____ Name of Director (print)

_____ Secretary

_____ Name of Secretary (print)

WITNESSED FOR AND ON BEHALF OF the AUSTRALIAN POSTAL CORPORATION by _____

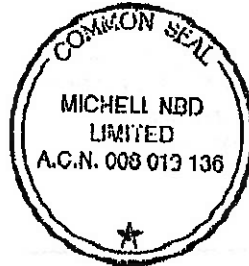
John Gillett
ATTORNEY JOHN GILLET

P. G. W. Moore
WITNESS P. G. W. Moore



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

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



C. A. Sampson

Director

QUINTON A. SAMPSON

Name of Director
(print)

E. J. Hallion

Secretary

EDWARD LAWRENCE HALLION

Name of Secretary
(print)



THIS IS THE CONSENT OF ALLTECH ASSOCIATES (AUST) PTY LIMITED TO THE POSITIVE COVENANT EXECUTED BY THE COUNCIL OF THE SHIRE OF BAULKHAM HILLS ON 2 SEPTEMBER 1992.

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



Phillip DORR Director

PHILLIP DOUGLAS ORR Name of Director
(print)

R. Nizzia Secretary

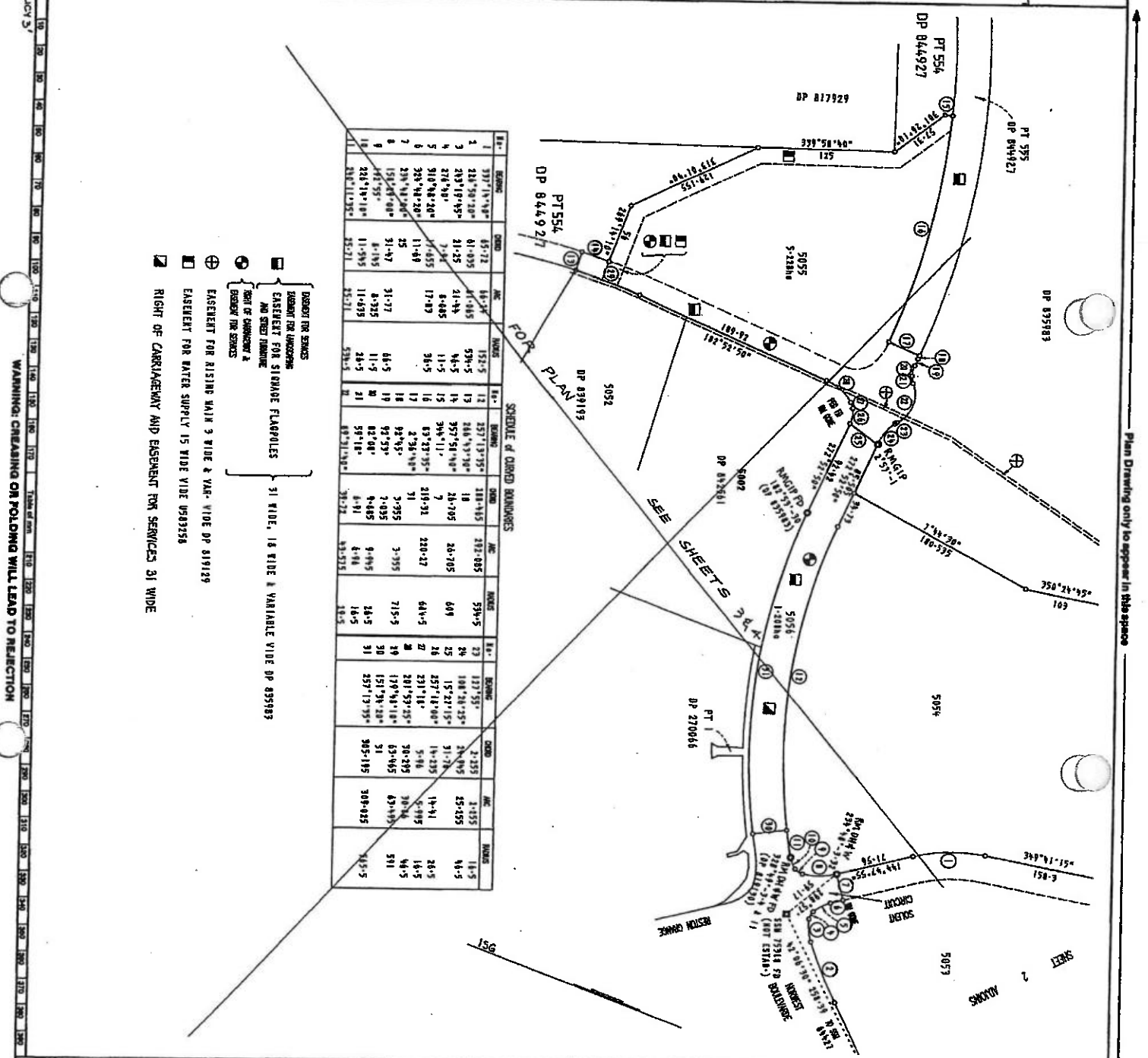
SEFFURA NIZZIA Name of Secretary
(print)

PLAN FORM Z
 SIGNATURE AND SEALS ONLY

SIGNED: *Christina Rose*
 Director
 No. 812
 Date: 6/10
 By: *U. R.*
 Name: CHRISTINA ROSE
 Title: DIRECTOR

City of Torrens
 Council's Certificate
 Land Owner: *BAUL KHAN HILLS*
 Paper No.: *DP 854839*
 Plan No.: *DP 854839*

PLANNING REFERENCE: ZM15(L) CHECK LIST 'TRUCKY 3'
 1. This part of certificate is to be added when the applicant is not a registered proprietor of the land to which the certificate relates.
 2. This part of certificate is to be added when the applicant is not a registered proprietor of the land to which the certificate relates and the land is not a lot in a subdivision.
 3. This part of certificate is to be added when the applicant is not a registered proprietor of the land to which the certificate relates and the land is not a lot in a subdivision and the land is not a lot in a subdivision.



SCHEDULE OF CORNER BOUNDARIES

Lot	Corner	Bearing	Distance	Lot	Corner	Bearing	Distance
1	1	337°14'18"	65.72	12	257°13'35"	111.145	282.085
1	2	212°34'10"	81.035	13	248°13'30"	18	594.5
1	3	219°19'55"	21.44	14	357°51'40"	24.705	601
1	4	274°30"	7.44	15	344°11'	7	601
1	5	310°44'20"	8.455	16	83°23'35"	210.32	644.5
1	6	328°44'20"	11.44	17	2°34'10"	31	20.295
1	7	238°44'20"	25	18	92°45'	3.755	715.5
1	8	151°01'40"	31.47	19	92°53'	3.095	715.5
1	9	151°01'40"	8.135	20	179°48'10"	63.045	674.45
1	10	204°19'10"	8.135	21	82°04'	4.485	24.5
1	11	11°55'	11.635	22	8.41	6.41	16.5
1	12	352°11'55"	35.21	23	83°21'40"	30.315	18.5

- EASEMENT FOR SERVICES
- EASEMENT FOR RISING MAIN AND WATER SUPPLY
- EASEMENT FOR SERVICES 31 WIDE, 18 WIDE & VARIABLE WIDE DP 859183
- EASEMENT FOR RISING MAIN 3 WIDE & VAR. WIDE DP 819129
- EASEMENT FOR WATER SUPPLY 15 WIDE VIDE DP 0582358
- RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 31 WIDE

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP 854839

Registration: *15.12.1995*
 CA No 8076 OF 13.11.1995
 Title System: TORRENS
 Purpose: SUBDIVISION
 Plan No: U 9160-2*
 Land Plan: DP 8549193

PLAN OF SUBDIVISION OF LOT 5051 D.P. 8321193

Lengths are in meters. Projection Ratio: 1:2500
 LGA: BAUL KHAN HILLS
 Locality: Baulkham Hills
 Parish: CASTLE HILL
 County: CUMBERLAND

This is sheet 1 of my plan in 4 sheets (check if inapplicable)
 I, **FRANK GREGORY BENTLEY**, of **TINDS & ASSOC. CONSULTANTS PTY LTD**, of **10/100 LIA FORDFIELD DRIVE**, being the person who prepared the plan, do hereby certify that the plan is a true and correct copy of the plan as shown to me at my residence on the day of my registration of the plan and that I am a registered professional surveyor in accordance with the Survey Practice Regulations 1989 and that I am a member of the Institution of Professional Surveyors (I.P.S.) of Australia.

*SEARCHER AS REGARDS NEW BOUNDARIES ONLY
 DP 644411 DP 835283
 DP 270066 DP 8321193
 DP 819129 DP 844927
 DP 819130

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

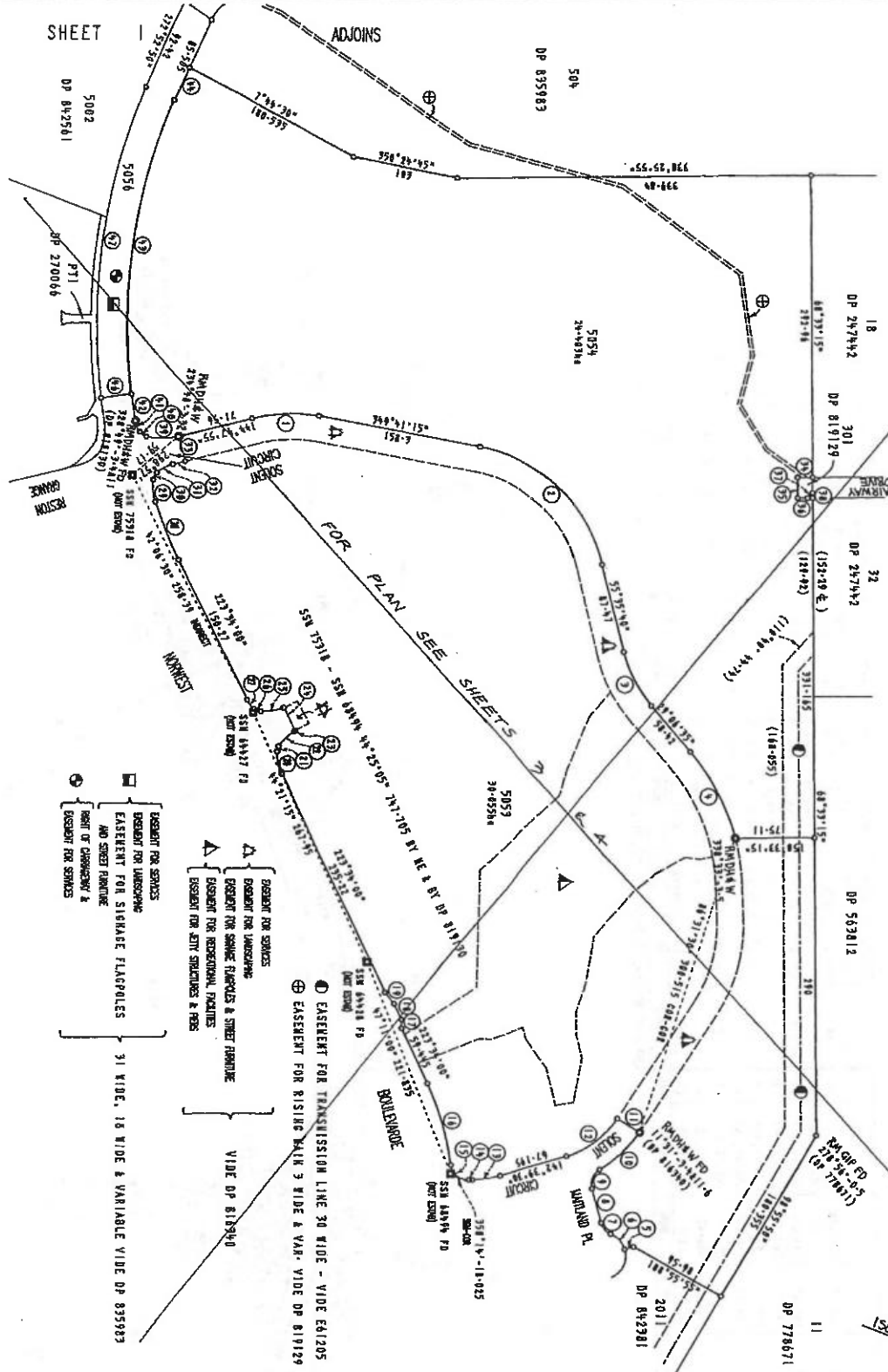
PURSUANT TO SECTION 88 B, CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:
 1. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 31 WIDE.
 2. RESTRICTIONS ON THE USE OF LAND.

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF DIMED BOUNDARIES

LINE	BEARING	LENGTH	AREA	LINE	BEARING	LENGTH	AREA	LINE	BEARING	LENGTH	AREA	LINE	BEARING	LENGTH	AREA	LINE	BEARING	LENGTH	AREA		
1	337°14'40"	65.72	48.78	13	158°21'10"	24.43	28.51	16	147°23'30"	22.45	22.45	19	7°45'	34	64.39	5	31°17'	11.5	8.335		
2	22°38'24"	185.985	175.415	14	158°02'	3.96	24.23	17	11°54'	28.5	98	158°29'20"	31.47	5	158°29'20"	31.47	31°17'	11.5	8.335		
3	42°01'00"	58.41	58.49	15	208°02'10"	2.21	18.5	18	11°54'	28.5	98	158°29'20"	31.47	6	158°29'20"	31.47	11°5	8.335	11.5	8.335	
4	42°00'39"	64.485	95.48	16	232°52'30"	82.55	83.015	19	21°46'	539.5	40	192°59'	81.45	7	192°59'	81.45	8°15'	11.5	8.335	11.5	8.335
5	147°22'	64.485	12.25	17	237°12'	8.73	235.5	20	21°46'	539.5	40	192°59'	81.45	8	237°12'	8.73	23°21'	25.71	8.335	11.5	8.335
6	208°10'10"	14.05	14.05	18	238°39'10"	17.5	17.5	21	21°46'	539.5	40	192°59'	81.45	9	238°39'10"	17.5	28°45'	28.45	8.335	11.5	8.335
7	208°39'40"	30.485	14.05	19	238°39'10"	14.49	22.435	22	21°46'	539.5	40	192°59'	81.45	10	238°39'10"	14.49	28°45'	28.45	8.335	11.5	8.335
8	208°39'40"	30.485	21.51	20	237°45'55"	14.49	22.435	23	21°46'	539.5	40	192°59'	81.45	11	237°45'55"	14.49	28°45'	28.45	8.335	11.5	8.335
9	221°01'30"	20.42	14.5	21	237°45'55"	14.49	22.435	24	21°46'	539.5	40	192°59'	81.45	12	237°45'55"	14.49	28°45'	28.45	8.335	11.5	8.335
10	238°39'40"	52.25	14.5	22	237°45'55"	14.49	22.435	25	21°46'	539.5	40	192°59'	81.45	13	237°45'55"	14.49	28°45'	28.45	8.335	11.5	8.335
11	191°30'45"	25	178.5	23	231°45'10"	20.91	21.205	26	21°46'	539.5	40	192°59'	81.45	14	231°45'10"	20.91	28°45'	28.45	8.335	11.5	8.335
12	122°45'10"	61.445	42.835	24	221°45'10"	25.36	25.36	27	21°46'	539.5	40	192°59'	81.45	15	221°45'10"	25.36	28°45'	28.45	8.335	11.5	8.335



- EASEMENT FOR SERVICES
 - EASEMENT FOR LANDSCAPING
 - EASEMENT FOR SIGNAGE FLAGPOLES
 - RIGHT OF CHANGEMAN & EASEMENT FOR SERVICES
 - △ EASEMENT FOR SERVICES
 - △ EASEMENT FOR SIGNAGE FLAGPOLES & STREET FURNITURE
 - △ EASEMENT FOR RECREATIONAL FACILITIES
 - △ EASEMENT FOR ENTRY STRUCTURES & FENCE
 - EASEMENT FOR TRANSMISSION LINE 30 WIDE - VIDE EA1205
 - ⊕ EASEMENT FOR RISING WALK 3 WIDE & VAR. VIDE DP 819129
- 31 WIDE, 16 WIDE & VARIABLE VIDE DP 835983
- VIDE DP 819340

Plan Drawing only to appear in this space

Reduction Ratio: 3000

Supervisors Reference: 24075(L)

For use where space is indicated in the plan on Form 2

Registered: *[Signature]* 14TH JUNE 1995

DP 854839

Office Use Only

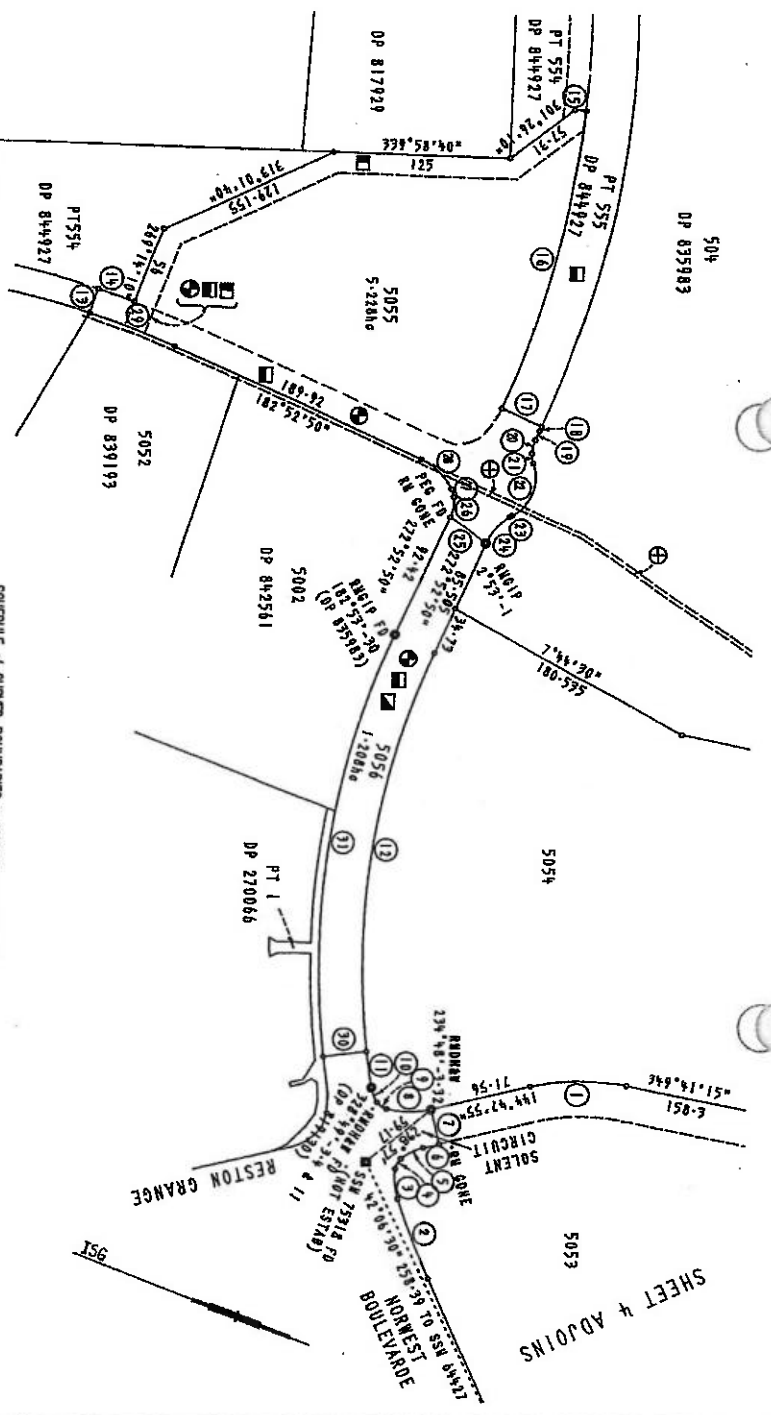
13.11.1995

DP 854839

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY



SCHEDULE OF CURVED BOUNDARIES & SHORT BOUNDARIES

NO.	BEARING	DIEN	NO.	BEARING	DIEN	NO.	BEARING	DIEN	NO.	BEARING	DIEN	NO.	BEARING	DIEN	NO.	BEARING	DIEN
1	337°14'40"	65.72	12	257°13'39"	288.465	23	127°55'	2.255	24	108°26'25"	24.995	25	15°27'15"	31.76	26	257°18'00"	14.135
2	228°50'20"	61.035	13	246°43'30"	26.705	24	108°26'25"	24.995	25	15°27'15"	31.76	26	257°18'00"	14.135	27	14°41'	14.41
3	243°19'45"	21.25	14	357°58'40"	408	25	257°18'00"	14.135	26	257°18'00"	14.135	27	14°41'	14.41	28	30°28'	30.88
4	278°40'	7.92	15	344°11'	7	26	257°18'00"	14.135	27	14°41'	14.41	28	30°28'	30.88	29	30°28'	30.88
5	310°48'20"	17.635	16	83°23'35"	219.92	27	14°41'	14.41	28	30°28'	30.88	29	30°28'	30.88	30	178°48'10"	63.465
6	324°48'20"	11.68	17	2°36'40"	31	28	231°18'	5.78	29	178°48'10"	63.465	30	151°34'20"	305.195	31	63°495'	63.495
7	234°48'00"	25	18	92°45'	3.335	29	178°48'10"	63.465	30	151°34'20"	305.195	31	63°495'	63.495			
8	158°24'00"	31.47	19	92°45'	3.335	30	151°34'20"	305.195									
9	192°55'	8.135	20	42°08'	4.885												
10	228°14'10"	11.635	21	4°18'	6.96												
11	248°11'35"	25.21	22	83°21'40"	43.475												

- ⊕ EASEMENT FOR SERVICES
- ⊕ EASEMENT FOR LANDSCAPING
- ⊕ EASEMENT FOR SIGNAGE, FLAGPOLES AND STREET FURNITURE
- ⊕ RIGHT OF CARLIAGEWAY & EASEMENT FOR SERVICES
- ⊕ EASEMENT FOR RISING MAIN 3 WIDE & VARIABLE - DP 019129
- ⊕ EASEMENT FOR WATER SUPPLY 15 WIDE - US29258
- ⊕ RIGHT OF CARLIAGEWAY AND EASEMENT FOR SERVICES 31 WIDE

Plan Drawing only to appear in this space

Scale: 1:3000
 Surveyors Reference: 24-75 (L)

DP 854839

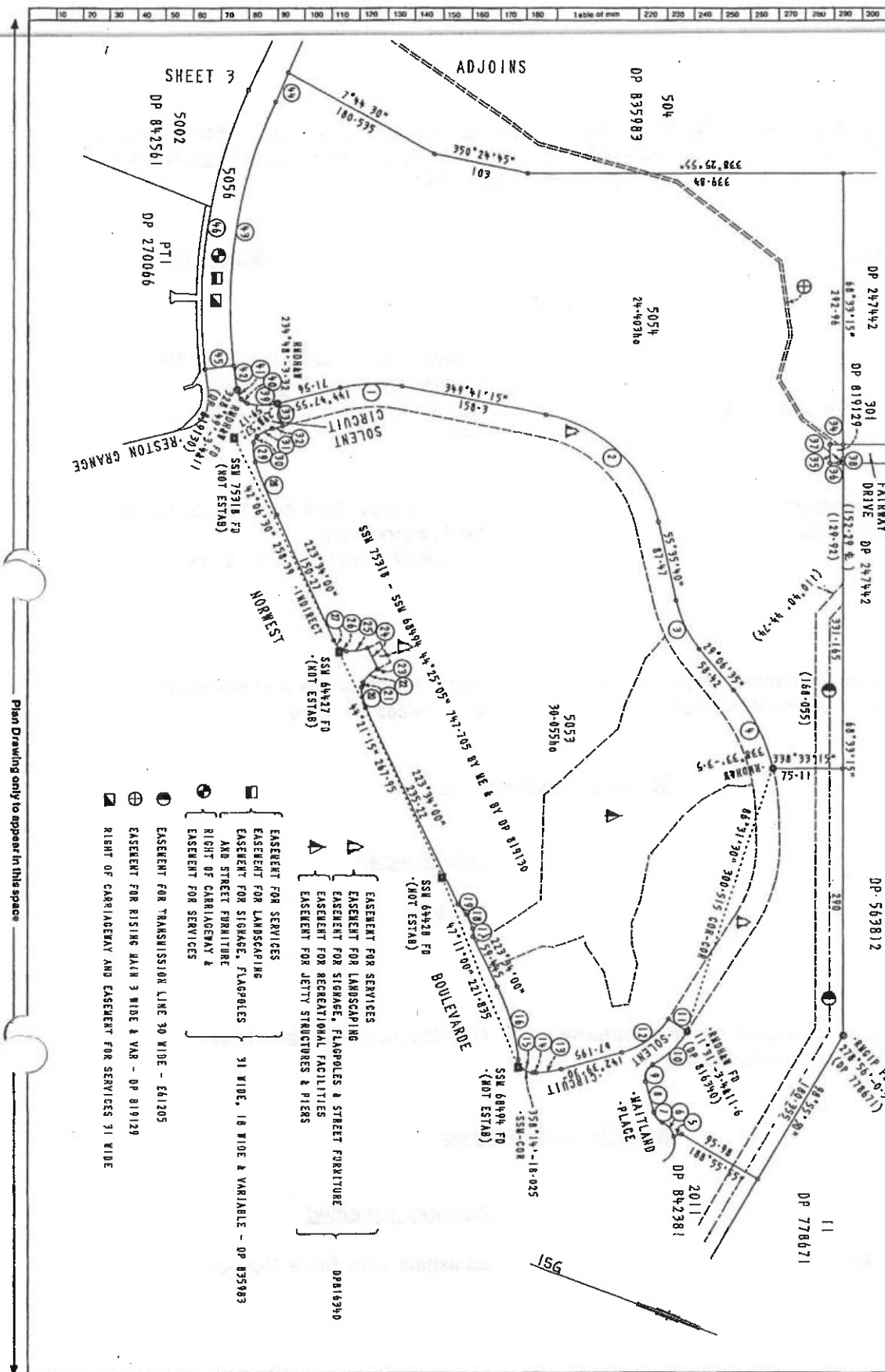
Registered: 15/12/1995
 This is a copy of the original plan dated 14th JUNE 1995

SEE SHEET 1 FOR COUNCILS APPROVAL AND SIGNATURES

For use where space is insufficient to lay plans on Plan Form 2

No.		BEARING		DISTANCE		No.		BEARING		DISTANCE		No.		BEARING		DISTANCE		No.		BEARING		DISTANCE	
1	2	337°14'40"	65°72'	66°24'	152°5'	13	150°21'10"	26°43'	26°51'	98°7'	25	159°22'30"	22°26'	22°41'	56°5'	37	293°33'	7°07'	31	158°28'00"	31°27'	68°5'	
2	3	22°38'30"	155°905'	175°4'5'	152°5'	14	158°03'15"	9°56'	28°29'	16°5'	26	179°39'	7°45'	22°41'	11°5'	38	68°33'	5'	38	158°28'00"	31°27'	68°5'	
3	4	42°21'05"	58°41'	58°93'	127°5'	15	200°07'10"	22°11'	28°29'	16°5'	27	211°03'40"	11°565'	26°5'	39	182°55'	8°155'	40	182°55'	8°155'	11°5'		
4	5	42°00'35"	8°885'	95°49'	212°5'	16	232°52'30"	82°65'	83°015'	255°5'	28	226°50'20"	61°035'	61°065'	534°5'	41	226°14'10"	11°545'	42	280°11'35"	25°71'	26°5'	
5	6	143°02'	8°945'	20°41'	23°5'	17	247°12'	8°73'	8°73'	29°29'	29	243°18'45"	21°25'	21°25'	44	226°14'10"	11°545'	43	257°13'35"	288°465'	534°5'		
6	7	208°28'00"	14°05'	14°515'	16°5'	18	229°39'00"	14°43'	23°05'	23°05'	30	276°40'	7°92'	8°085'	44	257°13'35"	288°465'	44	272°52'50"	34°73'	292°085'		
7	8	237°40'50"	20°02'	21°51'	16°5'	19	209°31'50"	14°43'	22°815'	23°05'	31	310°48'20"	17°655'	17°655'	45	151°38'20"	31	272°52'50"	34°73'	292°085'			
8	9	271°01'30"	20°02'	21°51'	16°5'	20	237°45'50"	22°815'	23°05'	23°05'	32	334°48'20"	11°69'	11°69'	46	151°38'20"	31	272°52'50"	34°73'	292°085'			
9	10	294°56'30"	52°25'	52°73'	112°5'	21	265°13'	5°275'	5°32'	11°5'	33	234°48'00"	25'	25'	47	257°13'35"	305°195'	47	257°13'35"	305°195'	305°195'		
10	11	191°30'45"	25'	52°73'	112°5'	22	295°07'10"	20°41'	21°205'	36°5'	34	158°39'20"	14°7'	14°7'	48	257°13'35"	305°195'	48	257°13'35"	305°195'	305°195'		
11	12	122°05'10"	61°485'	62°835'	87°5'	23	31°44'	20°41'	21°205'	36°5'	35	68°33'20"	20'	20'	49	257°13'35"	305°195'	49	257°13'35"	305°195'	305°195'		
12						24	221°45'50"	25°34'	25°34'	36°5'	36	338°33'	9°7'	9°7'									

SCHEDULE OF CURVED & SHORT BOUNDARIES



- ⊠ EASEMENT FOR TRANSMISSION LINE 30 WIDE - E41205
- ⊕ EASEMENT FOR RISING MAIN 3 WIDE & VAR - DP 819129
- ⊞ RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 31 WIDE
- ⊞ EASEMENT FOR SERVICES
- ⊞ EASEMENT FOR LANDSCAPING
- ⊞ EASEMENT FOR STORAGE, FLAGPOLES AND STREET FURNITURE
- ⊞ RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES
- ⊞ EASEMENT FOR SERVICES
- ⊞ EASEMENT FOR LANDSCAPING
- ⊞ EASEMENT FOR STORAGE, FLAGPOLES & STREET FURNITURE
- ⊞ EASEMENT FOR RECREATIONAL FACILITIES
- ⊞ EASEMENT FOR JETTY STRUCTURES & PIERS

Plan Drawing only to appear in this space

Registered: *[Signature]* 14TH JUNE 1995

This is a true and correct copy of the plan as shown on the original drawing of the site.

Surveyor registered under the Survey Act 1988

This is a true and correct copy of the plan as shown on the original drawing of the site.

SEAL SHEET 1 FOR COUNCILS APPROVAL AND SIGNATURES

Consent Clerk

For use where space is insufficient in any place on this Form 2

Reduction Ratio: 1:3000

Surveyors Reference: 24075(L)

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

Lengths are in Metres

Sheet 1 of 3 sheets

PART 1

Plan:

DP 854839

Subdivision of Lot 5051 DP 839193
covered by Council Clerk's
Certificate's No.8076.....
Dated13.11.1991.....

Full name and address of
Proprietor of the Land

North Sydney Brick and Tile Co Limited
Old Windsor Road
BAULKHAM HILLS NSW 2153

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

Schedule of Lots Affected

Lots burdened

5056

Lots benefited

5055

2. Identity of restriction secondly referred to in the abovementioned plan. Restrictions on the use of land.

Schedule of Lots Affected

Lots burdened

Each and every lot

Authority benefited

Baulkham Hills Shire Council



Handwritten signature

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

Lengths are in Metres

Sheet 2 of 3 sheets

PART 2

Plan: **DP 854839**

Subdivision of Lot 5051 DP 839193
covered by Council Clerk's
Certificate's No.8076.....
Dated13.11.1995.....

**TERMS OF RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 31 WIDE FIRSTLY REFERRED
TO IN THE ABOVEMENTIONED PLAN**

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

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

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

**TERMS OF THE RESTRICTION ON THE USE OF LAND SECONDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN**

No further development is to take place on the lots burdened until the said lots are re-subdivided
in accordance with the requirements of Baulkham Hills Shire Council. This restriction shall

REGISTERED *J. 5.12.1995*

Handwritten signature

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

Lengths are in Metres

Sheet 3 of 3 sheets

PART 2 (Cont'd)

Plan: **DP 854839**

Subdivision of Lot 5051 DP 839193
covered by Council Clerk's
Certificate's No. **8076**
Dated **13.11.1995**

stay in force until the registration of the plan of the said re-subdivision at the Land Titles Office.

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

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



David Wray
Director
[Signature]
Director

Secretary

Approved by Baulkham Hills Shire Council

[Signature]
for General Manager

SIGNED in my presence by *GREGORY MAN SCLOFF* and
the duly constituted Attorneys
of NATWEST MARKETS AUSTRALIA LIMITED who hereby state that
they have no notice of revocation of Power of Attorney
No. **812** Book. **700**
by virtue of which they have just executed this instrument.

Signature of Witness *[Signature]*
Name of Witness **CHRISTOPHER ROSE**
Qualification of Witness **MANAGER NATWEST MARKETS**

[Signature]

REGISTERED *[Seal]* **11.5.12.1995**

PLAN CUTTING Z

Plan Drawing only to appear in this space

OFFICE USE ONLY

SIGNATURE AND SEALS ONLY.

[Signatures]

DATE: 19/04/1996

SURVEY PRACTICE RESOLUTION 1990: CLAUSE 79 (2)

ISB CO-ORDINATES

BARR	EASTING	NORTHING	ZONE	ACC
SSR 75318	296258-846	1245405-071	561	4
SSR 64427	296492-084	1245276-749	561	4
SSR 66800	296639-522	1245800-290	561	2

CONVERTED SCALE FACTOR: 0.999926

SOURCE: ISB CO-ORDINATES ADOPTED FROM SURVEY CONTROL BRANCH AS AT 12TH APRIL 1998

Council's Certificate

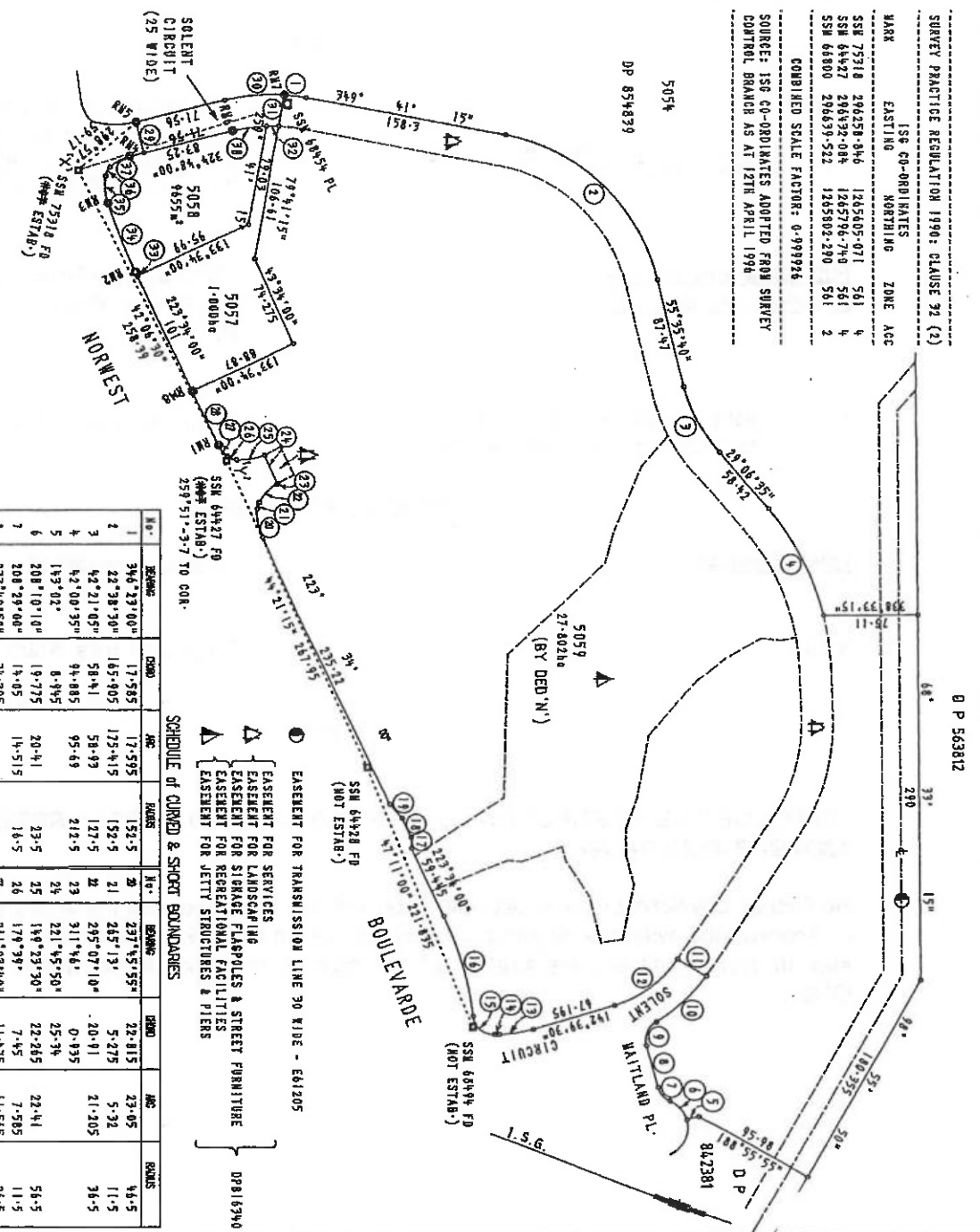
Land covered by this certificate is shown in red on the plan.

Approved by the Council on 19/04/1996

For the purposes of the Land Development Act, 1988 (LDA) and the Land Use By-Laws, 1992 (LUB) the land shown in red on the plan is hereby declared to be a public place.

Approved by the Council on 19/04/1996

For the purposes of the Land Development Act, 1988 (LDA) and the Land Use By-Laws, 1992 (LUB) the land shown in red on the plan is hereby declared to be a public place.



Check List

1. The plan is a true and correct copy of the original plan.

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SCHEDULE OF REFERENCE MARKS

NO.	DESCRIPTION	REFERENCE	ORIGIN
1	BOUNDARY	317°59'-59.9"	DP819130
2	BOUNDARY	317°59'-59.9"	PLACED
3	BOUNDARY	320°07'-5.4"	PLACED
4	BOUNDARY	320°07'-5.4"	PLACED
5	BOUNDARY	234°48'-3.92"	DP854639
6	BOUNDARY	234°48'-3.92"	PLACED
7	BOUNDARY	231°16'-3.715"	PLACED
8	BOUNDARY	231°16'-3.715"	PLACED

WARNING: CHEATING OR FOLDING WILL LEAD TO REJECTION

1. THIS IS A SUBDIVISION OF LAND.

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DP 858884

Registered: 30/4/1996

CA: 8169 19/4/1996

The system: TORRENS

Purpose: SUBDIVISION

Part Map U 9160 - 2 of 21, 23

Lot Plan: DP 854839

PLAN OF SUBDIVISION OF LOT 5059 D-P-854839

Lengths are in metres. Reduction Ratio: 1:2500

LOCALITY: BAULKHAH HILLS

LOCALITY: BAULKHAH HILLS

PARISH: CASTLE HILL

COUNTY: CUMBERLAND

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

Lengths are in Metres

Sheet 1 of 2 sheets

PART 1

Plan:

DP 858884

Subdivision of Lot 5053 DP 854839
covered by Council Clerk's

Certificate's No. *M 9420*

Dated *8.16.96* / *19.4.96*

Full name and address of
Proprietor of the Land

North Sydney Brick and Tile Co Limited
Old Windsor Road
BAULKHAM HILLS NSW 2153

1. Identity of restriction firstly referred
to in the abovementioned plan.

Restrictions on the use of land.

Schedule of Lots Affected

Lots burdened

Authority benefited

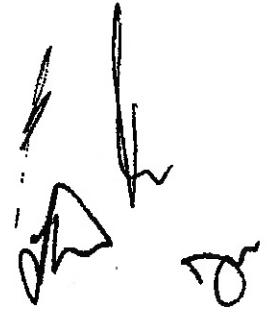
5059

Baulkham Hills Shire Council

PART 2

**TERMS OF THE RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN THE
ABOVEMENTIONED PLAN**

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



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

Lengths are in Metres

Sheet 2 of 2 sheets

PART 2 (Cont'd)

Plan: *DP 858884*

Subdivision of Lot 5053 DP 854839
covered by Council Clerk's
Certificate's No. *8169*
Dated *12.4.96*

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

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

[Signature]
.....
Secretary



[Signature]
.....
Director
[Signature]
.....
Director

Approved by Baulkham Hills Shire Council

[Signature]
.....
for General Manager

Westpac Banking Corporation
ARBN 007 457 141
the Mortgage under Mortgage
No. *2002124*
CONSISTS to the value

Dated *24* APRIL 1996
..... Corporation
by its Manager

[Signature] JOHN EDWARD
..... HOU RIGAN

..... EVAN ELLIOTT
Power of Attorney dated the
3 February 1994
Registered No. 310 Book 4047

[Signature] ROMANU DE SILVA
BANK OFFICER
Westpac Banking Corporation

REGISTERED *[Stamp]* 30.4.1996

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

Lengths are in Metres

(Sheet 1 of 2 Sheets)

DP 862422

PART 1

PLAN:

Subdivision of Lot 5059 in DP 858884
covered by Council Certificate No. 8219
of 5.7.1996

Full name and address of
Proprietor of the Land:

North Sydney Brick and Tile Co Limited
Old Windsor Road
BAULKHAM HILLS NSW 2153

1. Identity of restriction firstly referred
to in the abovementioned plan:

Restriction on the use of land

Schedule of Lots, etc affected

Lot burdened

Name of Authority benefited

5062

Baulkham Hills Shire Council

2. Identity of restriction secondly referred
to in the abovementioned plan:

Restriction on the use of land

Schedule of Lots, etc affected

Lot burdened

Name of Authority benefited

5063

Baulkham Hills Shire Council

PART 2

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

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

2. Terms of Restriction on the Use of land secondly referred to in the abovementioned plan:

No development is to take place on the lot burdened until the said lot is consolidated with Lot 2011 in DP 842381.

The Authority having the right to release vary or modify the restrictions firstly and secondly is Baulkham Hills Shire Council.



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

Lengths are in Metres

(Sheet 2 of 2 Sheets)

DP 862422



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

[Handwritten Signature]
.....
Secretary

.....
Director

[Handwritten Signature: David Wagner]
.....
Director

Approved by Baulkham Hills Shire Council

[Handwritten Signature]
.....
for General Manager

Westpac Banking Corporation
ABN 007 457 141
the Mortgagee under Mortgage
No. 2002184.. HEREBY
CONSENTS to the within

Dated this 5th day of Sept. 1996
Westpac Banking Corporation
By its Attorneys

[Handwritten Signature]
..... JOHN EDWARD HOLLIGAN

[Handwritten Signature]
..... EVAN ELLIOTT
Power of Attorney dated the
9 February, 1994
Registered No. 390 Book 4047

[Handwritten Signature]
..... ROMANY DE SILVA
BANK OFFICER
Westpac Banking Corporation

REGISTERED



13-9-1996

SCHEDULE OF REFERENCE MARKS

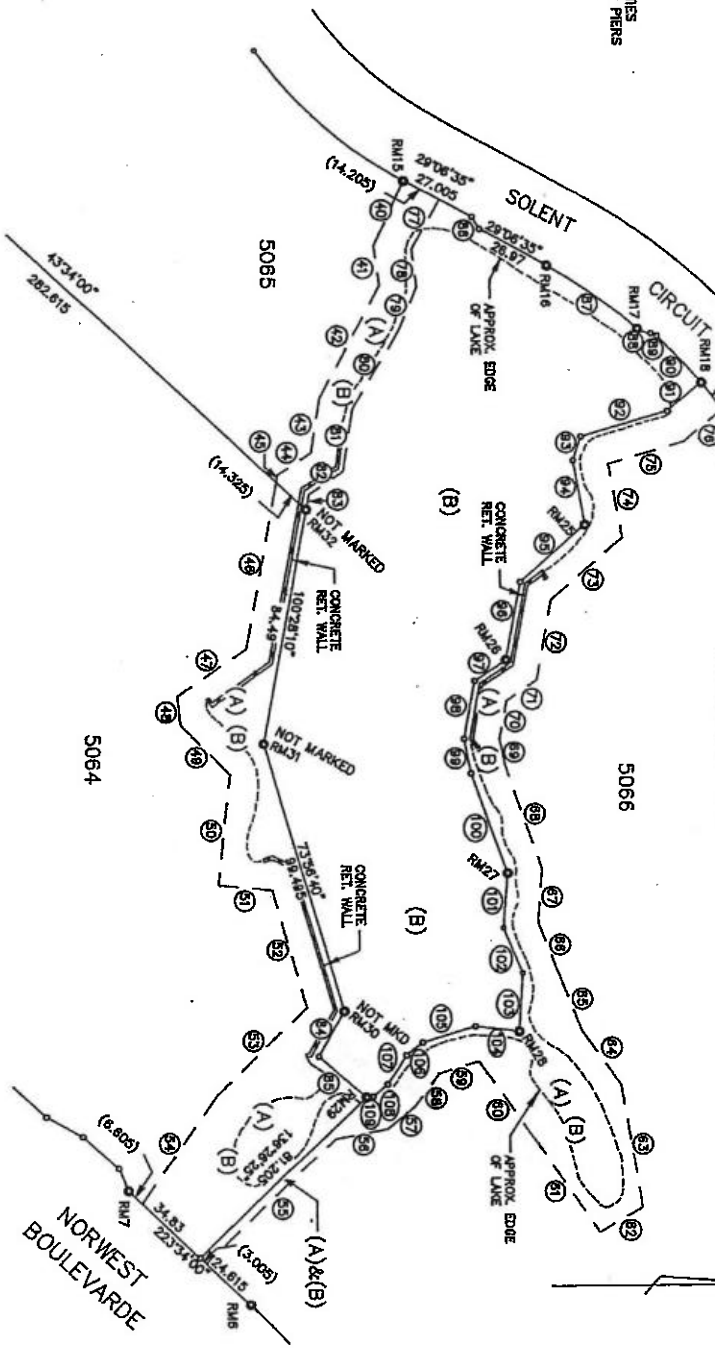
MARK	DESCRIPTION	REFERENCE	ORIGIN
RM 1	RWDHAW PD	323.02 - 3.27	DP842381
RM 2	RWDHAW PD	143.91 - 3.4 & 14.8	DP818340
RM 3	RWDHAW PD	55.00 - 3.4 & 10.4	DP818340
RM 4	RWDHAW PD	55.00 - 3.4 & 18.2	DP818340
RM 5	RWDHAW PD	88.03 - 3.4 & 18.2	DP818340
RM 6	RWDHAW PD	313.34 - 3.4 & 11	DP818340
RM 7	RWDHAW PD	313.34 - 3.4 & 11	DP818340
RM 8	RWDHAW PD	313.34 - 3.4 & 11	DP818340
RM 9	RWDHAW PD	313.34 - 3.4 & 11	DP818340
RM 10	RWDHAW PD	78.52 - 28.509 81 ME	DP818340
RM 11	RWDHAW PD	313.34 - 3.4 & 11	DP818340
RM 12	RWDHAW PD	79.41 - 3.4 & 21.8	DP888304
RM 13	RWDHAW PD	145.38 - 3.4 & 21.8	DP888304
RM 14	RWDHAW PD	145.38 - 3.4 & 21.8	DP888304
RM 15	RWDHAW PD	118.07 - 3.4 & 24.1	DP888304
RM 16	RWDHAW PD	118.07 - 3.4 & 24.1	DP888304
RM 17	SSM(1)884 PD	183.02 - 27.74	PLACED
RM 18	RWDHAW PD	140.24 - 3.4	DP888304
RM 19	RWDHAW PD	338.53 - 3.5	DP888304
RM 20	RWDHAW PD	338.53 - 3.4 & 21.8	DP888304
RM 21	RWDHAW PD	195.56 - 3.4 & 21.8	DP888304
RM 22	SSM(1)885 PD	222.37 - 23.28	PLACED
RM 23	RWDHAW PD	113.31 - 3.4	DP818340
RM 24	CR WALL & WINGS	278.85 - 0.8	PLACED
RM 25	RWDHAW IN MH	312.01 - 12.145	PLACED
RM 26	RWDHAW IN MH	287.27 - 12.215	PLACED
RM 27	RWDHAW IN BRIDGE	114.50 - 18.805	PLACED
RM 28	RWDHAW IN BRIDGE	289.25 - 13.87	PLACED
RM 29	CR WALL & WINGS	383.53 - 11.07	PLACED
RM 30	CR WALL & WINGS	374.8 - 22.42	PLACED
RM 31	RWDHAW IN WALL	473.4 - 2.4	PLACED
RM 32	RWDHAW IN WALL		PLACED

SCHEDULE OF CURVED BOUNDARIES, SHORT BOUNDARIES & EASEMENT LINES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
40	114.00.40"	23.235			54	234.27.25"	23.485			88	227.4	4.87	5.06	7.6
41	82.28.20"	14.135			55	248.07.00"	21.895			89	237.8	2.41	2.48	3.5
42	118.00.70"	45.08			56	247.30.50"	19.895			90	44.93.50"	22.775	22.79	187.5
43	88.36.50"	18.42			57	274.47.30"	19.205			91	140.24.30"	15.685		
44	145.05.40"	14.065			58	250.48.00"	39.305			92	164.01.10"	31.69		
45	100.28.10"	2.8			59	239.23"	9.85			93	108.46"	5.8		
46	100.28.10"	60.005			60	280.30.30"	13.82			94	79.27.55"	23.375		
47	145.31.10"	29.585			61	325.52.40"	13.1			95	139.27.30"	30.745		
48	83.46.10"	10.145			62	280.54.40"	29.415			96	100.54.40"	28.385		
49	48.34.00"	24.885			63	318.21.20"	33.39			97	145.32.40"	13.105		
50	48.34.00"	39.635			64	289.47.50"	28.745			98	79.23.50"	20.73		
51	98.02.30"	18.87			65	344.01.30"	27.68			99	79.23.50"	12.885		
52	73.98.40"	43.47			66	330.42.20"	17.82			100	94.47.30"	37.855		
53	135.98.30"	44.885			67	119.06.35"	20			101	87.09.30"	17.475		
54	125.20.00"	46.24			68	83.08.30"	13.435			102	87.09.30"	18.805		
55	54.84.75.25"	53.31			69	112.25.30"	17.185			103	83.43.20"	20.815		
56	34.92.40"	18.3			70	120.02.50"	31.66			104	187.15.40"	15.36		
57	30.07.40"	14.615			71	90.39.50"	22.425			105	163.02.40"	19.115		
58	30.07.40"	12.005			72	144.05.40"	14.285			106	141.43"	7.14		
59	55.01.18"	38.545			73	119.02.00"	18.455			107	122.39.40"	12.025		
60	55.01.18"	37.875			74	119.02.00"	5.375			108	140.30"	6.855		
61	53.07.40"	17.435			75	41.41.10"	22.08			109	172.39"	2.285		
62	35.07.40"	44.28			76	58.28"	5.1			110	58.40.00"	53.875		
63	280.28.10"	44.28			77	35.12.30"	38.31							

NOTE: CORNERS NOT MARKED AT TERMINAL POINTS OF LINES P4 & B8 AND LINES 92 - 109 INCLUSIVE.

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



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

Lengths are in metres

(Sheet 1 of 11 sheets)

DP 876998

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

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

Norwest Limited
Old Windsor Road
BAULKHAM HILLS NSW 2153

Part 1

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

Easement for Public Access

Schedule of Lots, etc affected

Lots Burdened
Lots 5064,5065,5066

Authority Benefited
Baulkham Hills Shire Council

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

Easement for Recreational Facilities

Schedule of Lots affected

Lots Burdened
Lots 5064,5065,5066

Lot Benefited
Lot 2 DP816340

Approved by
Baulkham Hills Shire Council


.....
Authorised Officer

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

Lengths are in metres

(Sheet 2 of 11 sheets)

DP 876998

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

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

Easement for Jetty Structures & Piers

Schedule of Lots affected

Lots Burdened
Lots 5064,5065,5066

Lot Benefited
Lot 2 DP816340

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


Restriction on the Use of Land

Schedule of Lots etc affected

Lots Burdened
Lots 5064,5065,5066,5067

Lot Benefited
Lot 2 DP816340

Approved by
Baulkham Hills Shire Council


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Authorised Officer

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

Lengths are in metres

(Sheet 3 of 11 sheets)

DP 876998

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

Part 2

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

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

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

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

1. Full free and unimpeded right for the Proprietor of the Lot Benefited and all Authorised Users from time to time and at all times and for all Recreational Purposes to enter, remain on, go pass and repass with or without vehicles (whether motorised or not), on, over, through or within the Easement Site; and
2. Full free and unimpeded right for the Proprietor of the Lot Benefited and every person authorised by it from time to time and at all times:
 - (a) to have, use and carry out Work in relation to all Facilities constructed or to be constructed placed or allowed to remain by the Proprietor of the Lot Benefited on the Easement Site TOGETHER WITH the right for Authorised Users from time to time and at all times with any tools, implements, materials or machinery necessary for the purpose, to enter upon pass and repass over the Lot Burdened and to remain there for any reasonable time for the purpose of carrying out of the Work; and
 - (b) to licence the hire of the Facilities for any lawful purpose,

Approved by
Baulkham Hills Shire Council


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Authorised Officer

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

Lengths are in metres

(Sheet 4 of 11 sheets)

DP 876998

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

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

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

Approved by
Baulkham Hills Shire Council


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Authorised Officer

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

Lengths are in metres

(Sheet 5 of 11 sheets)

DP 876998

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

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

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

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

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

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

Approved by
Baulkham Hills Shire Council


Authorised Officer

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

Lengths are in metres

(Sheet 6 of 11 sheets)

DP 876998

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

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

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

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

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

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

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

Approved by
Baulkham Hills Shire Council


Authorised Officer

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

Lengths are in metres

(Sheet 7 of 11 sheets)

Plan: **DP 876998**

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

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

- (c) to have the Jetty Structures and Piers supported, upheld and maintained by the waters (surface and sub-surface), banks, and soil (surface and sub-surface) of the Lot Burdened; and
- (d) to carry out Work in relation to all Facilities constructed or to be constructed on the Piers or Jetty Structures or in or on the Easement Site for the benefit and use of the Proprietor of the Lot Benefited and Authorised Users and to licence the hire of the Facilities for any lawful purpose; and

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

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

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

Approved by
Baulkham Hills Shire Council


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Authorised Officer

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

Lengths are in metres

(Sheet 8 of 11 sheets)

Plan: DP 876998

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

to by the wilful or negligent act or omission of the Proprietor of the Lot Burdened, its contractors and employees.

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

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

Approved by
Baulkham Hills Shire Council


Authorised Officer

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

Lengths are in metres

(Sheet 9 of 11 sheets)

Plan: DP 876998

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

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

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

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

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

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

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

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

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

Approved by
Baulkham Hills Shire Council


Authorised Officer

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

Lengths are in metres

(Sheet 10 of 11 sheets)

Plan: DP 876998

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

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

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

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

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

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

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

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

Approved by
Baulkham Hills Shire Council


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Authorised Officer

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

Lengths are in metres

(Sheet 11 of 11 sheets)

Plan: DP 876998

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

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



Director

Director

[Handwritten Signature]
Secretary

L. Westpac Banking Corporation
AFSN 007 457 141
As Mortgagee under Mortgage
No. 2002184... HEREBY
CONSENTS to the within
88B INSTRUMENT
Dated this 27 day of April 1998
Westpac Banking Corporation
By its Attorneys

[Handwritten Signature]
Power of Attorney dated the
8 February, 1994
Registered No. 390 Book 4047

[Handwritten Signature]
RICHARD ENGELSHU
BANK OFFICER
Westpac Banking Corporation

Approved by
Baulkham Hills Shire Council

[Handwritten Signature]
Authorised Officer

REGISTERED 4-5-1998

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

Lengths are in metres

(Sheet 1 of 5 sheets)

Plan:

DP 878258

Plan for subdivision of
Lots 5064 & 5065 DP 876998
Covered by Councils Certificate
No. 8693 of 16.6.1998

Full name and address of
the owner of the land:

Norwest Limited
Old Windsor Road
BAULKHAM HILLS NSW 2153

Part 1

1. **Identity of Easement firstly referred to in the plan:** Right of Access & Easement for Services

Schedule of Lots affected

Lot burdened 5072	Lots benefited 5071 & 5073
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2. **Identity of Positive Covenant secondly referred to in the plan:** Positive Covenant

Schedule of Lots affected

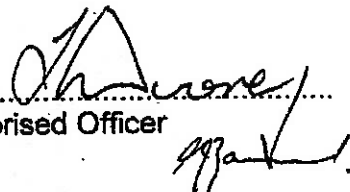
Lot burdened 5072	Lots benefited 5071 & 5073
-----------------------------	--------------------------------------

3. **Identity of Restriction thirdly referred to in the plan:** Restriction on the use of land 'A'

Schedule of Lots affected

Lot burdened 5072	Lot benefited 2/816340
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Approved by Baulkham Hills Shire Council

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Authorised Officer


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

Lengths are in metres

(Sheet 2 of 5 sheets)

Plan:

DP 878258

Plan for subdivision of
Lots 5064 & 5065 DP 876998
Covered by Councils Certificate
No. 8693 of 16.6.1998

4. **Identity of Restriction** fourthly referred to in the plan: Restriction on the use of land 'B'

Schedule of Lots affected

Lot burdened
Each lot

Lot benefited
2/816340

Part 2

1. **Terms of Positive Covenant secondly referred to in the abovementioned plan.**

The owner of lot burdened must maintain and repair the site of the Right of Access in accordance with the following terms and conditions:

1. The owner will:
 - (a) keep the site of the Right of Access clean and free from rubbish and debris.
 - (b) maintain and repair at the sole expense of the owner of the site of the Right of Access all trafficable surfaces, driveways or structures, with the exception of any trafficable surfaces, driveways or structures which are constructed within the site of the Right of Access by the owners of the lots benefited by the Right of Access, so that the access road functions in a safe and trafficable manner.
2. By written notice the owners of the lots benefited may require the owners of the lot burdened to attend to any matter and to carry out such work within such time as the owners of the lots benefited may require to ensure the safe and trafficable performance of the access road.
3. In the event that the owner of the lot burdened fails to comply with the terms of any written notice issued by the owners of the lots benefited those owners or their authorised agents may enter the land with all

Approved by Baulkham Hills Shire Council

.....
Authorised Officer



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

Lengths are in metres

(Sheet 3 of 5 sheets)

Plan: **DP 878258**

Plan for subdivision of
Lots 5064 & 5065 DP 876998
Covered by Councils Certificate
No. 8693 of 16.6.1998

necessary equipment any carry out any work which they consider reasonable to comply with the notice referred to in 2 above.

4. The owners of the lots benefited may recover from the owners of the lot burdened in a court of competent jurisdiction:
 - (a) any expense reasonably incurred by them in exercising their powers under this covenant.
 - (b) legal costs on a indemnity basis for issue of the said notices and recovery of the said costs and expenses.

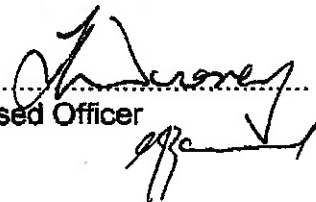
2. Terms of Restriction 'A' thirdly referred to in the abovementioned plan.

1. No development shall be carried out on the lot burdened unless such development shall have a singular, integrated architectural theme including external materials, colours and finishes for all buildings comprising such development.
2. No licensed club, tavern or hotel shall be permitted to be constructed or to remain upon the lot burdened.
3. No roof ventilators, exhaust towers, hoppers, air conditioning or other mechanical plant shall be erected or permitted to remain upon the lot burdened unless such structure or equipment is not visible from any public place as defined in the dictionary to the Local Government Act 1993 and not visible from Lot 5067 DP.
4. No sign, advertisement or advertisement hoarding shall be erected or be permitted to remain on the lot burdened by this restriction without the consent in writing of Norwest Limited (ACN 000 004 633), its successors or assigns.

Name of person empowered to release, vary or modify restrictions in paragraphs one, two and three of this restriction.

Approved by Baulkham Hills Shire Council

.....
Authorised Officer



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

Lengths are in metres

(Sheet 4 of 5 sheets)

Plan: DP 878258

Plan for subdivision of
Lots 5064 & 5065 DP 876998
Covered by Councils Certificate
No. 8693 of 16.6.1998

3
Norwest Association Limited (ACN 003 443 883) of Old Windsor Road Baulkham Hills in New South Wales for such time as it remains the registered proprietor of the lot(s) benefited by the said easements and thereafter by the person or persons in whom the legal estate in fee simple in such lot(s) is for the time being vested provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

Name of person empowered to release, vary or modify restrictions in paragraph four of this restriction.

Norwest Limited (ACN 000 004 633), its successors or assigns provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

3. Terms of Restriction 'B' fourthly referred to in the abovementioned plan.

3
No development other than subdivision of a lot shall be carried out in stages without the prior written approval of Norwest Association Limited (ACN 003 443 883).

Name of person empowered to release, vary or modify this restriction.

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

Approved by Baulkham Hills Shire Council


.....
Authorised Officer

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

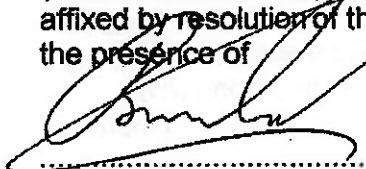
Lengths are in metres

(Sheet 5 of 5 sheets)

Plan: **DP 878258**

Plan for subdivision of
Lots 5064 & 5065 DP 876998
Covered by Councils Certificate
No. 8693 of 16.6.1998


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



Secretary




Director


Director

Westpac Banking Corporation

April 197 457 141

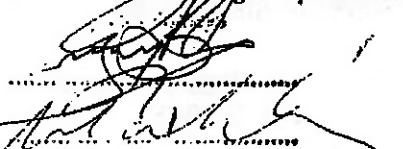
the mortgage under Mortgage

12000187

PLAN of SUBDIVISION

18 JUN 1998

Westpac Banking Corporation



Richard Engelsh

Bank Officer

Westpac Banking Corporation

4047

RICHARD ENGELSH

BANK OFFICER

Westpac Banking Corporation

Approved by Baulkham Hills Shire Council


Authorised Officer

REGISTERED  **23.6.1998.**

STANDARD 5074 AND 5077/2016 OF DIVISION TO DESIGN...
 1. THE ENGINEER HAS REVIEWED THE SUBDIVISION PLAN AND...
 2. THE ENGINEER HAS REVIEWED THE SUBDIVISION PLAN AND...
 3. THE ENGINEER HAS REVIEWED THE SUBDIVISION PLAN AND...



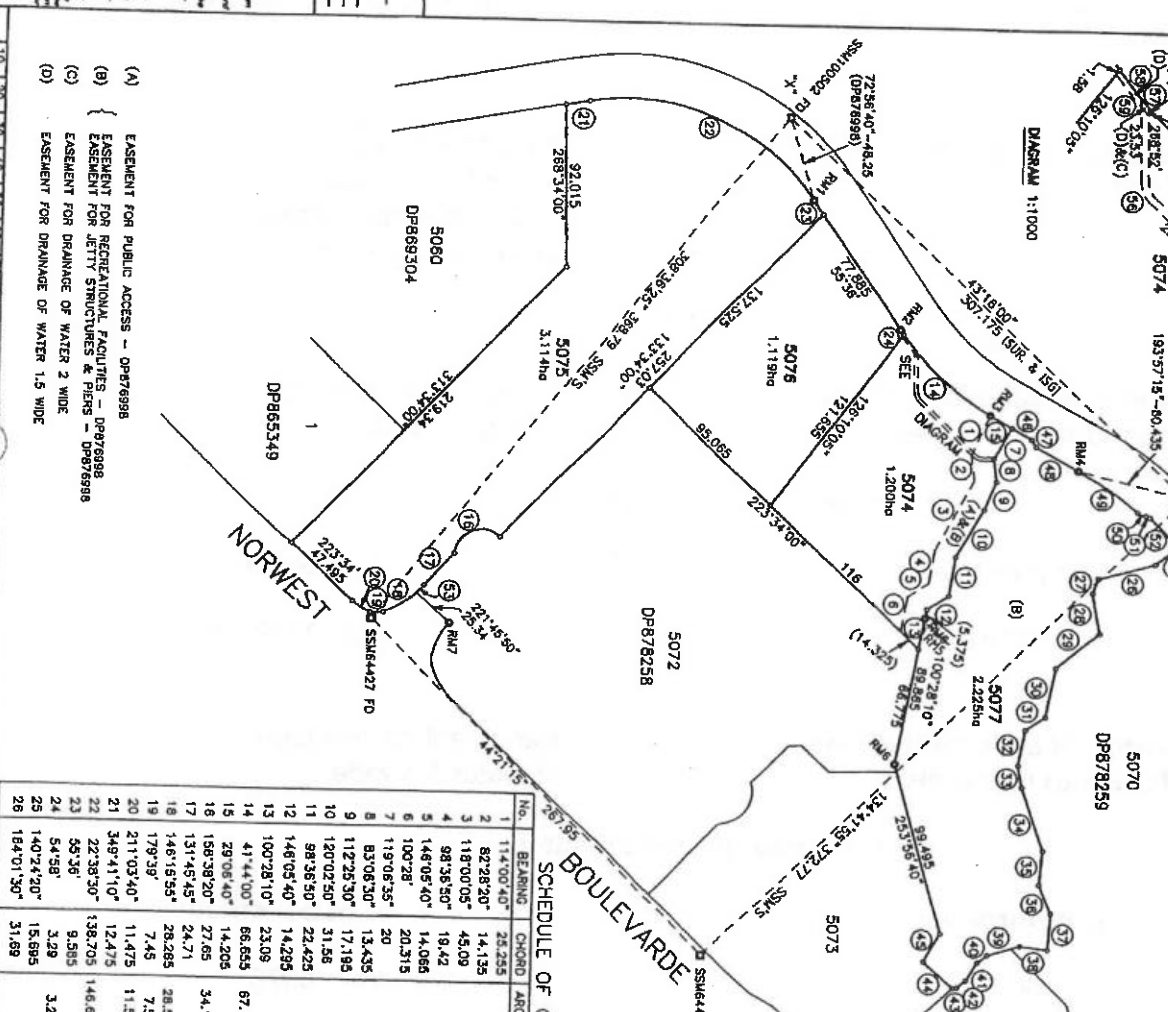
SCHEDULE OF EASEMENT LINES ON DIAGRAM

No.	BEARING	CHORD	ARC	RADIUS
54	178°43'	6.305	6.785	6.5
55	201°34'	6.425	6.59	6.5
56	246°40'	3.185	3.185	152.5
57	48°57'	10.115	10.115	152.5
58	238°27'	14.785	14.79	154
59	51°25'			

SURVEYOR'S (PRACTICE) REGULATION 1996: CLAUSE 32(2)

MARK	EAST	NORTH	ZONE	ACCV.
SSM64427	296 432.084	1 265 796.740	56/1	4
SSM64428	296 619.378	1 265 986.307	56/1	4
SSM100502	286 143.928	1 266 026.835	56/1	4
SSM101924	286 334.422	1 266 250.498	56/1	4

SOURCE: ISG COORDINATES ADOPTED FROM SPMS ON 26 FEB 1999
 COMBINED SCALE FACTOR = 0.998928



SCHEDULE OF CURVED & SHORT BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	114°00'40"	26.255		
2	82°28'30"	14.135		
3	118°00'05"	45.09		
4	98°36'50"	19.42		
5	148°06'40"	14.066		
6	100°28'	20.315		
7	119°06'35"	20		
8	83°06'30"	13.435		
9	112°25'30"	17.195		
10	120°02'50"	31.58		
11	98°36'50"	22.425		
12	148°06'40"	14.295		
13	100°28'10"	23.09		
14	41°44'00"	66.655		
15	29°06'40"	14.205		
16	158°38'20"	27.65		
17	131°45'45"	24.71		
18	148°15'55"	28.285		
19	179°39'	28.59		
20	211°03'40"	11.475		
21	349°41'10"	12.475		
22	22°38'30"	138.705		
23	55°36'	146.66		
24	54°58'	9.585		
25	140°24'20"	15.895		
26	184°01'30"	31.89		
27	108°46'	8.9		
28	79°47'55"	23.375		
29	118°21'20"	30.745		
30	100°34'40"	26.385		
31	145°32'40"	13.105		
32	100°30'35"	20.73		
33	79°23'20"	12.665		
34	70°49'00"	37.855		
35	94°47'30"	19.805		
36	67°09'30"	17.475		
37	93°43'30"	20.915		
38	187°15'40"	15.36		
39	183°02'40"	19.115		
40	141°43'	7.14		
41	122°39'40"	12.025		
42	140°30'	6.655		
43	172°35'	2.265		
44	221°41'10"	18.455		
45	289°02'00"	22.08		
46	29°06'40"	12.8		
47	58°28'	5.1		
48	29°06'35"	26.97		
49	35°12'30"	39.31		
50	22°14'	4.97		
51	23°18'	2.41		
52	46°55'30"	22.775		
53	134°55'	6.175		

SCHEDULE OF REFERENCE MARKS

MARK	DESCRIPTION	REFERENCE	ORIGIN
RM1	RADHAW PD	145°36'-34.621.6	DP868304
RM2	RADHAW PD	145°36'-34.621.6	DP868304
RM3	RADHAW PD	119°07'-3.4821.6	DP868304
RM4	RADHAW PD	43°34'-3.5823.1	DP868304
RM5	CNR WALL & WHIMS	37°48'-22.42	DP878258
RM7	RADHAW	118°59'-15.389	DP818130

Council Clerk's Certificate
 I hereby certify that the above described lot is a lot of land...
 Date: 1999/06/08
 Signature: [Signature]
 Position: Council Clerk

PLAN APPROVED
 Crown Lands Office Approval
 Authorized Officer: [Signature]
 Date: 1999/06/08

PLAN OF SUBDIVISION OF LOT 5071 DP 878258
 Last Plan: DP 878258
 Purpose: SUBDIVISION
 Ref. Map: 49460-2-19160-2

LEGAL BALKHAM HILLS
 Suburb/Local: BALKHAM HILLS
 Parish: CASTLE HILL
 County: CUMBERLAND

PLAN FOR USE ONLY
 This plan is for use only for the purpose of...
 1. EASEMENT FOR PUBLIC ACCESS
 2. EASEMENT FOR DRAINAGE OF WATER

Instrument setting out terms of easements intended to be created pursuant to Section 88B of the Conveyancing Act, 1919.

SHEET 1 of 2 SHEETS
(One sheet only)

DP1003042

Subdivision of Lot 5071 DP 878258
covered by Council Certificate
No.

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

Norwest Limited
ACN 000 004 633
46 Brookhollow Avenue
Baulkham Hills NSW 2153

Part 1

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

Easement for drainage
of water 2 wide

Schedule of Lots affected

Lot burdened

5074

Lot benefited

Lot 2 DP 816340

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

Easement for drainage
of water 1.5 wide

Schedule of Lots affected

Lot burdened

5074

Lot benefited

5076

Part 2

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



.....
Director

.....
Secretary

Approved by
Baulkham Hills Shire Council

.....
Authorised Officer

Building Corporation

3003184

988 INSTRUMENT

17 day of June 1999

Building Corporation

Handwritten signature

Manager legal PEG.

Handwritten signature

~~RICHARD ENGLISH~~
Building Corporation

3

DP1003042

5

Form: 01TG
Release: 3-1

**TRANSFER
GRANTING EASEMENT**
New South Wales
Real Property Act 1900



AM419246D

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

Extra for Rols

(A) TORRENS TITLE

Servient Tenement 5074/1003042	Dominant Tenement EASEMENT IN GROSS
-----------------------------------	--

(B) LODGED BY

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any LTS Lockley Locked Bag 5 GORDON NSW 2072 Reference: 42876-42982	CODE TG
	eplan@lockley.com.au Ph: 9499 9805	

(C) TRANSFEROR

HILLS CHRISTIAN LIFE CENTRE LTD	ACN: 074 657 935
---------------------------------	------------------

(D)

The transferor acknowledges receipt of the consideration of \$ _____ and transfers and grants—

(E) DESCRIPTION OF EASEMENT

EASEMENT FOR UNDERGROUND CABLES 3.6 WIDE SHOWN AS 'E' IN ANNEXURE 'C' AND INCORPORATING TERMS SETOUT IN ANNEXURE 'A'

out of the servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable): _____

(G) TRANSFEREE

ENDEAVOUR ENERGY (REF UCL 7002) ABN 59 253 130 878

DATE _____

(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Signature of transferor:

Name of witness:
Address of witness:

Refer to Annexure 'B'
for Execution Clause

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:

Name of witness:
Address of witness:

Raymond Simmonds
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Attorney's name:
Signing on behalf of:
Power of attorney-Book:

Helen Smith
Mgr Property & Fleet
ENDEAVOUR ENERGY
-No.: 4705
566

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.
ALL HANDWRITING MUST BE IN BLOCK CAPITALS
Page 1 of 5

TRANSFER GRANTING EASEMENT
ANNEXURE "A"

TORRENS
TITLE

Servient Tenement	Dominant Tenement
5074/1003042	Easement in Gross

TRANSFEROR

HILLS CHRISTIAN LIFE CENTRE LTD

EASEMENT

Easement for underground cables 3.6 wide shown as (E) in Annexure 'C'

TRANSFeree

Endeavour Energy ABN 59 253 130 878

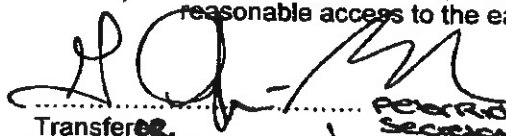
TERMS OF EASEMENT FOR UNDERGROUND CABLES

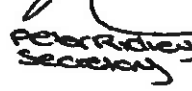
1.0 Definitions

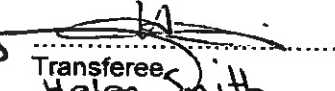
- 1.1 **easement site** means that part of the lot burdened that is affected by this easement.
- 1.2 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.
- 1.3 **Endeavour Energy** means Endeavour Energy ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2.0 Endeavour Energy may:

- 2.1 install electrical equipment within the easement site,
- 2.2 excavate the easement site to install the electrical equipment.
- 2.3 use the electrical equipment for the transmission of electricity,
- 2.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and


Transferor
George AGHASIAN
Director


Secretary


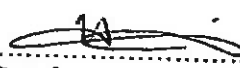

Transferee
Helen Smith

**TRANSFER GRANTING EASEMENT
ANNEXURE "A" (cont'd)**

TORRENS TITLE	Servient Tenement	Dominant Tenement
	5074/1003042	Easement in Gross
TRANSFEROR	HILLS CHRISTIAN LIFE CENTRE LTD	
EASEMENT	Easement for underground cables 3.6 wide shown as (E) in Annexure 'C'	
TRANSFeree	Endeavour Energy ABN 59 253 130 878	

TERMS OF EASEMENT FOR UNDERGROUND CABLES

- 2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
- 3.0 In exercising its rights under this easement Endeavour Energy will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 4.0 The owner agrees that, without the prior written permission of Endeavour Energy and in accordance with such conditions as Endeavour Energy may reasonably impose, it will not:
 - 4.1 install or permit to be installed any services or structure within the easement site, or
 - 4.2 alter the surface level of the easement site, or
 - 4.3 do or permit to be done anything that restricts access to the easement site by Endeavour Energy.
- 5.0 Endeavour Energy will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 6.0 Lessee of Endeavour Energy's Distribution System
 - 6.1 Notwithstanding any other provision in this easement, the owner grants to Endeavour Energy the easement and acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.
 - 6.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

 Transferee: George Achajania Secretary Transferee: Helen Smith

 Director

TRANSFER GRANTING EASEMENT
ANNEXURE "B"

TORRENS
TITLE

Servient Tenement	Dominant Tenement
5074/1003042	Easement in Gross

TRANSFEROR

HILLS CHRISTIAN LIFE CENTRE LTD

EASEMENT

Easement for underground cables 3.6 wide shown as (E) in Annexure 'C'

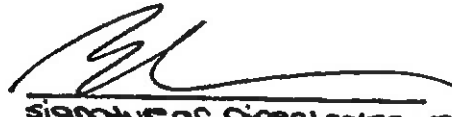
TRANSFeree

Endeavour Energy ABN 59 253 130 878

Executed by Hills Christian Life Centre Ltd


ACU: 074 651 935 in accordance with section 127
of the Corporations Act



signature of director

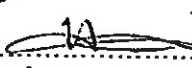

signature of director/secretary

George Agostinini
Name

Peter Richey
Name


Transferee
George Agostinini
Director


Peter Richey
Secretary


Transferee
Helen Smith

L.G.A: THE HILLS

LOCALITY: BAULKHAM HILLS

PLAN

ANNEXURE 'C'

SHOWING SUBSTATION PREMISES No.34436, No.34438 & No.20468
EASEMENT FOR PADMOUNT SUBSTATION, UNDERGROUND CABLES AND RESTRICTION
ON THE USE OF LAND WITHIN C.T. FOLIO IDENTIFIERS 2/1213270 & 5074/1003042

PARISH OF CASTLE HILL - COUNTY OF CUMBERLAND

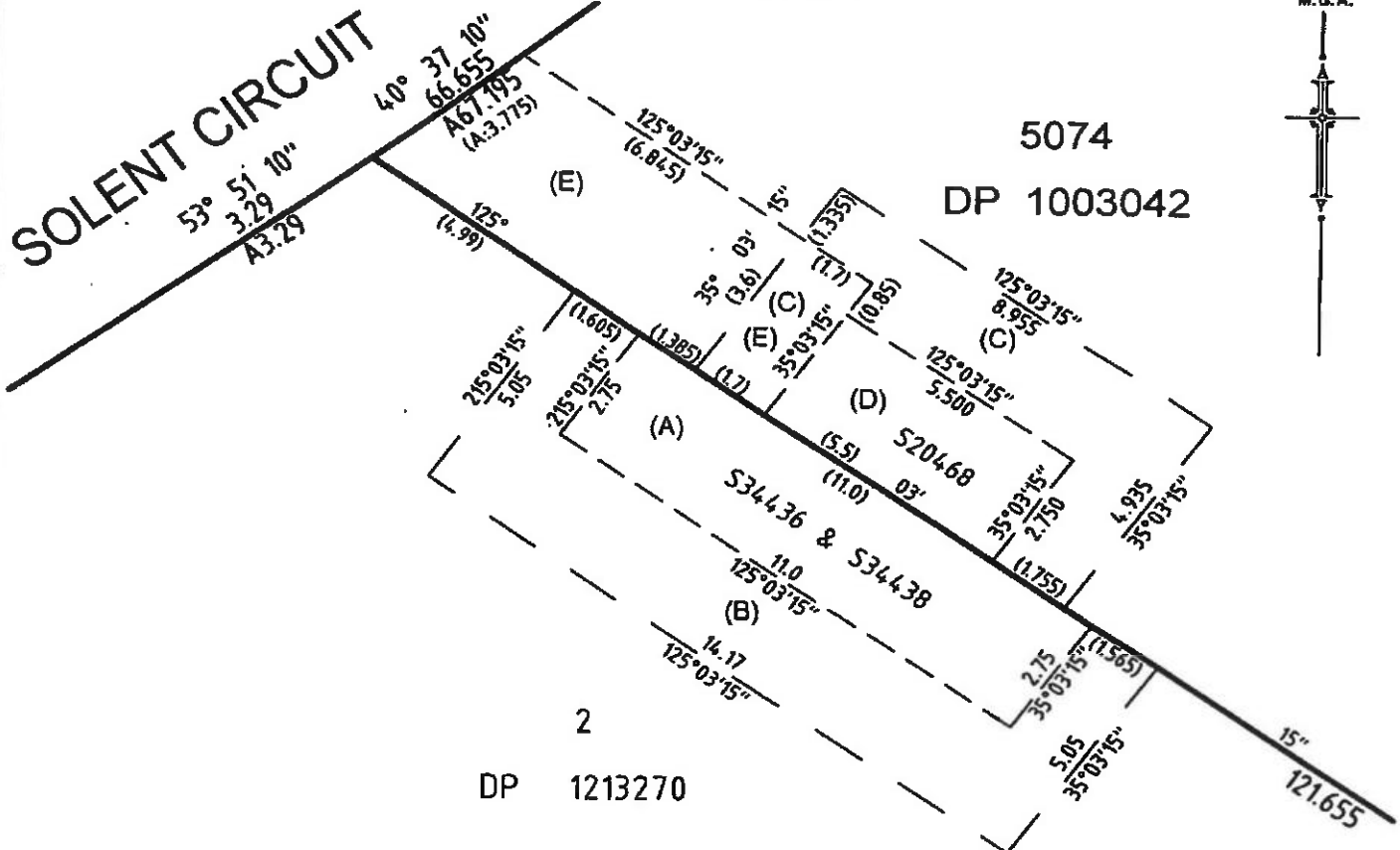
REDUCTION RATIO 1:150

SOLENT CIRCUIT

5074

DP 1003042

M.G.A.



- (A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (B) RESTRICTION ON THE USE OF LAND
- (C) RESTRICTION ON THE USE OF LAND
- (D) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (E) EASEMENT FOR UNDERGROUND CABLES 3.6 WIDE

REGISTERED SURVEYOR N.S.W.

SIGNATURES AND SEALS OF PARTIES

George Abrahamian
Director

Peter Ridley
Secretary

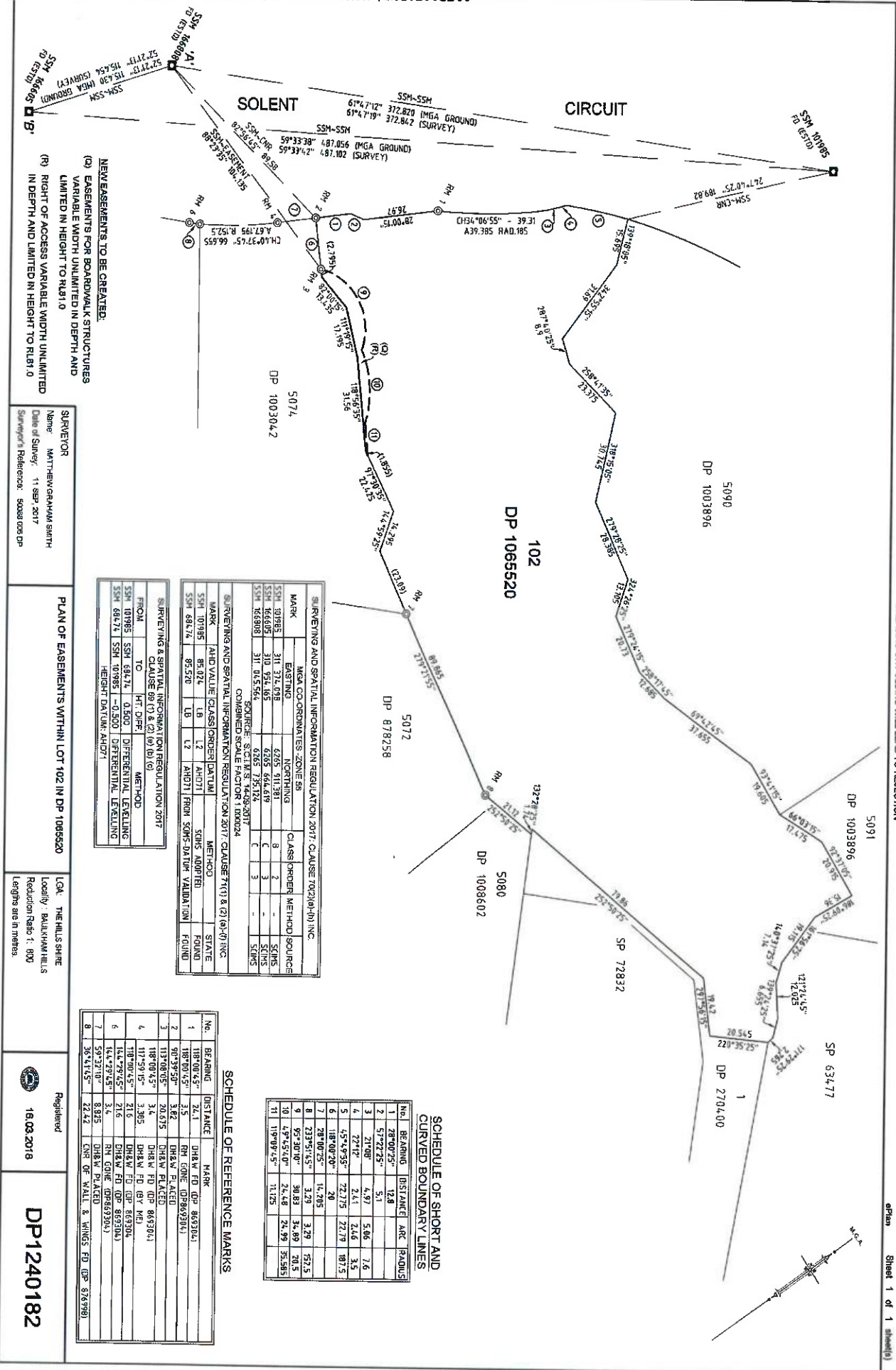
Transferee
Helen Smith

PLAN FORM 2 (A2)

DP1240182

WARNING: OPENING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 1 sheets



NEW EASEMENTS TO BE CREATED:
 (D) EASEMENTS FOR BOARDWALK STRUCTURES VARIABLE WIDTH UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL+1.0
 (R) RIGHT OF ACCESS VARIABLE WIDTH UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL+1.0

SURVEYOR
 Name: MATTHEW GRAHAM SMITH
 Date of Survey: 11 SEP 2017
 Surveyor's Reference: 8008 008 DP

PLAN OF EASEMENTS WITHIN LOT 102 IN DP 1065520

LGA: THE HILLS SHIRE
 Locality: BALKUP HILLS
 Reduction Ratio: 1: 800
 Lengths are in metres

Registered
 18.03.2018

DP1240182

SURVEYING AND SPATIAL INFORMATION REGULATION 2017: CLAUSE 102(1)(H) INC.	
MARK	MARK CO-ORDINATES: ZONE 98
SSM 10385	311 372.038
SSM 10386	311 372.065
SSM 10387	311 372.065
SSM 10388	311 043.586


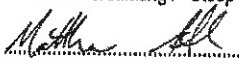
SURVEYING AND SPATIAL INFORMATION REGULATION 2017: CLAUSE 102(1)(I) INC.				
MARK	MARK CLASSIFICATION	MARK DATE	MARK TYPE	MARK FOUND
SSM 10385	1B	L2	ADJUST	FOUND
SSM 10386	1B	L2	ADJUST	FOUND
SSM 10387	1B	L2	ADJUST	FOUND
SSM 10388	1B	L2	ADJUST	FOUND

SCHEDULE OF SHORT AND CURVED BOUNDARY LINES


No.	BEARING	DISTANCE	ARC	RADIUS
1	28°00'25"	12.8		
2	57°22'25"	5.1		
3	21°00'	4.97	5.06	7.6
4	22°12'	2.41	2.6	3.5
5	45°49'55"	72.775	22.78	187.5
6	18°00'20"	20		
7	78°00'25"	14.795		
8	23°30'10"	30.83	3.29	152.5
9	95°30'10"	30.83	34.89	20.5
10	49°45'40"	24.48	24.99	35.585
11	119°09'45"	11.25		

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
1	188°00'45"	24.1	DR&W FD (DP 863304)
2	188°00'45"	3.5	RM CONE (DP863304)
3	90°39'50"	3.82	DR&W PLACED
4	113°08'05"	20.075	DR&W PLACED
5	113°08'05"	3.4	DR&W FD (DP 863304)
6	117°39'15"	3.385	DR&W FD (DP 863304)
7	144°29'45"	2.6	DR&W FD (DP 863304)
8	52°21'00"	3.4	RM CONE (DP863304)
9	52°21'00"	8.925	DR&W PLACED
10	38°14'55"	22.42	CON OF WALL & WINGS FD (DP 876988)

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Registered:  16.03.2018 Title System: TORRENS			Office Use Only <h1 style="text-align: center;">DP1240182</h1>		
PLAN OF EASEMENTS WITHIN LOT 102 IN DP1065520			LGA: THE HILLS SHIRE Locality: BAULKHAM HILLS Parish: CASTLE HILL County: CUMBERLAND		
Survey Certificate I, MATTHEW GRAHAM SMITH of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on of *(b) The part of the land shown in the plan (*being* excluding EAESMENTS) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on 11-09-17, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 11-12-17 Surveyor Identification No: 8650 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.			Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:		
Plans used in the preparation of survey/compilation. DP1065520 DP1003042 DP869304 DP876998			Subdivision Certificate I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.		
Surveyor's Reference: 50088 005DP [35503_1]			Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

Office Use Only
Registered:  16.03.2018

Office Use Only
DP1240182

**PLAN OF EASEMENTS WITHIN LOT 102 IN
DP1065520**

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:
Date of Endorsement:

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. EASEMENTS FOR BOARDWALK STRUCTURES VARIABLE WIDTH LIMITED IN STRATUM (Q)
2. RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM (R)

If space is insufficient use additional annexure sheet


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only
Registered:  16.03.2018

Office Use Only

DP1240182

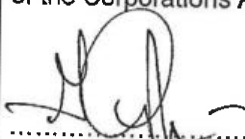
PLAN OF EASEMENTS WITHIN LOT 102 IN
DP1065520

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of Endorsement:

EXECUTED by
HILLS CHRISTIAN LIFE CENTRE LTD
ACN 074 657 935
in accordance with Section 127
of the Corporations Act


.....
Signature of Director

GEORGE AGHAJANIAN
.....
NAME (please print)


.....
Signature of Director/secretary

LEIGH HOWARD-SMITH
.....
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50088 005DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only
Registered:  16.03.2018

Office Use Only

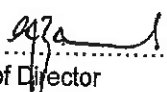
PLAN OF EASEMENTS WITHIN LOT 102 IN
DP1065520


DP1240182

This sheet is for the provision of the following information as required:
• A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
• Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
• Signatures and seals- see 195D *Conveyancing Act 1919*
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:
Date of Endorsement:

EXECUTED by)
NORWEST ASSOCIATION LTD)
ACN 003 443 883)
in accordance with Section 127)
of the Corporations Act)


.....
Signature of Director


.....
Signature of Director/secretary

ALAN JOSEPH ZAMMIT
.....
NAME (please print)

TIMOTHY BRUCE SPENCER
.....
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50088 005DP

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 of the Conveyancing Act 1919

Lengths are in metres:

(Sheet 1 of 6 sheets)

Plan: DP1240182

Plan of Easements ^{within} ~~over~~ Lot 102 in DP1065520

Full name and address of the owner of the Land

NORWEST ASSOCIATION LTD
ACN 003 443 883
402/5 Celebration Drive
BELLA VISTA NSW 2153

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easements for Boardwalk Structures Variable Width Limited in Stratum (Q)	Lot 102 in DP1065520	Lot 5074 in DP1003042
2	Right of Access Variable Width Limited in Stratum (R)	Lot 102 in DP1065520	Lot 5074 in DP1003042

Ref: 29733_1
Assignment Code: 50088 005 88B 111217

Lengths are in metres:

(Sheet 2 of 6 sheets)

Plan: DP1240182

Plan of Easements ^{within} ~~over~~ Lot 102 in DP1065520

Part 2 (Terms)

for Boardwalk Structures Variable Width Limited in Stratum (a)

~~1. Easements to permit future and existing encroaching structure to remain firstly referred to.~~

(a) Subject to the terms of and rights given by the easement for recreational facilities affecting the burdened lot (as shown in DP878258) and the easement for jetty structures and piers affecting the lot burdened (as shown in DP878258) (Existing Easements), the owner of the lot benefitted, at its own cost and expense:

- (i) may insist that parts of the existing structure or future structure to be erected being part of a boardwalk (the encroaching structure) on the lot benefitted which, when this easement was created encroached, or in the future encroached, on the lot burdened remain but only to the extent it is within the site of this easement;
- (ii) must keep the encroaching structure in good repair and safe condition from time to time;
- (iii) may replace from time to time the structure within the easement site;
- (iv) erect the encroaching structure in accordance with all laws and approvals; and
- (v) may do anything reasonably necessary for those purposes including:
 - (A) entering the lot burdened;
 - (B) taking anything onto the lot burdened; and
 - (C) carrying out work.

(b) In exercising those powers, the owner of the lot benefitted must:

- (i) ensure all work is done properly;
- (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (iii) restore the lot burdened as nearly as practicable to its former condition at its own cost and expense;
- (iv) make good any collateral damage at its own cost and expense;
- (v) not permit the encroaching structure to fall into disrepair such that it becomes a hazard or nuisance to any person lawfully upon or within the lot burdened or any part of it;
- (vi) ensure that the encroaching structure does not cause any structural damage to any part of the lot burdened; and
- (vii) not permit any encroaching structure to cause the owner of the lot burdened to be in breach of the Existing Easements.

(c) The owner of the lot burdened must not build or erect any structure on that part of the lot burdened.

(d) The owner of the lot benefitted hereby releases and indemnifies the owner of the lot burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person

Lengths are in metres:

(Sheet 3 of 6 sheets)

Plan: **DP1240182**

Plan of Easements ^{within} ~~over~~ Lot 102 in DP1065520

entering upon the lot burdened in accordance with the rights hereby granted but such release and indemnity does not apply to any claim, demand or liability in relation to any accident, damage, death or injury caused as a consequence of the act, omission or negligence of the owner of the lot burdened, its employees, agents and contractors.

- (e) The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.
- (f) The owner of the lot burdened shall not be liable for any defect, damage or failure in respect of the encroaching structure unless as a consequence of the act, omission or negligence of the owner of the lot burdened, its employees, agents and contractors.
- (g) Where the terms of this easement and rights hereby granted are inconsistent with the terms of and rights given by the Existing Easements, the terms of and rights given by the Existing Easements will prevail.
- (h) Without prejudice to any other right or cause of action available to the owner of the lot burdened, if the owner of the lot benefitted fails to effect a repair such that the terms of clause 1(b)(v) of this easement are not satisfied, and this has not been rectified within 20 business days after receipt of a notice from the owner of the lot burdened, the owner of the lot burdened may effect that repair and recover from the owner of the lot benefitted the cost of that repair, including the owner of the lot burdened's reasonable administrative costs and expenses in connection with that repair. The amount paid by the owner of the lot burdened under this clause will be a debt due and payable by the owner of the lot benefitted to the owner of the lot burdened within 10 business days of written demand.
- (i) In clause (1)(h), "business day" or "business days" means a day that is not a Saturday, Sunday or public holiday in the State of New South Wales.

2. Right of Access Variable Width Limited in Stratum secondly referred to

- (a) Subject to the terms of and rights given by the easement for recreational facilities affecting the burdened lot (as shown in DP878258) and the easement for jetty structures and piers affecting the lot burdened (as shown in DP878258) (Existing Easements), the owner of the lot benefitted may:
 - (i) by any reasonable means without vehicles pass across the lot burdened, but only within the site of this easement and only upon a boardwalk if constructed within the site of this easement at all times and for all purposes to and from the dominant tenement or any part thereof; and
 - (ii) do anything reasonably necessary for that purpose, including:
 - (A) entering the lot burdened; and
 - (B) taking anything on the lot burdened.

Lengths are in metres:

(Sheet 4 of 6 sheets)

Plan: **DP1240182**

Plan of Easements ^{within} ~~over~~ Lot 102 in DP1065520

- (b) In exercising those powers, the owner of the lot benefitted must:
 - (i) cause as little damage as practicable to the lot burdened and any improvement on it;
 - (ii) make good any collateral damage at its own cost and expense; and
 - (iii) not permit the exercise of the rights under this easement to cause the owner of the lot burdened to be in breach of the Existing Easements.
- (c) The owner of the lot benefitted hereby releases and indemnifies the owner of the lot burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened in accordance with the rights hereby granted but such release and indemnity does not apply to any claim, demand or liability in relation to any accident, damage, death or injury caused as a consequence of the act, omission or negligence of the owner of the lot burdened, its employees, agents and contractors.
- (d) Where the terms of this easement and rights hereby granted are inconsistent with the terms of and rights given by the Existing Easements, the terms of and rights given by the Existing Easements will prevail.

3. Name of authority or party empowered to release, vary or modify the easement firstly referred to and the right secondly referred to

The owner(s) for the time being of the benefitted lot(s) of the respective easement or right.

Lengths are in metres:

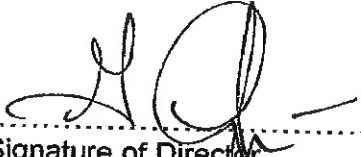
Plan: **DP1240182**

(Sheet 5 of 6 sheets)

Plan of Easements ^{within} ~~over~~ Lot 102 in
DP1065520

EXECUTED by
HILLS CHRISTIAN LIFE CENTRE LTD
ACN 074 657 935
in accordance with Section 127
of the Corporations Act

)
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)
)
)


.....
Signature of Director

GEORGE HACHAMIAN
.....
NAME (please print)


.....
Signature of Director/secretary

LEIGH HOWARD-SMITH
.....
NAME (please print)



Lengths are in metres:


(Sheet 6 of 6 sheets)

Plan: DP1240182

Plan of Easements ^{within} ~~over~~ Lot 102 in DP1065520

EXECUTED by
NORWEST ASSOCIATION LTD
ACN 003 443 883
in accordance with Section 127
of the Corporations Act

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.....
Signature of Director

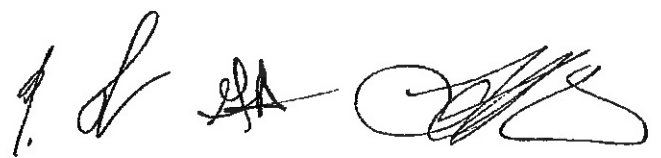

.....
Signature of Director/secretary

ALAN JOSEPH ZAMMIT
.....
NAME (please print)

TIMOTHY BRUCE SPENCER
.....
NAME (please print)

REGISTERED  16.03.2018

Ref: 29733_1
Assignment Code: 50088 005 88B 111217

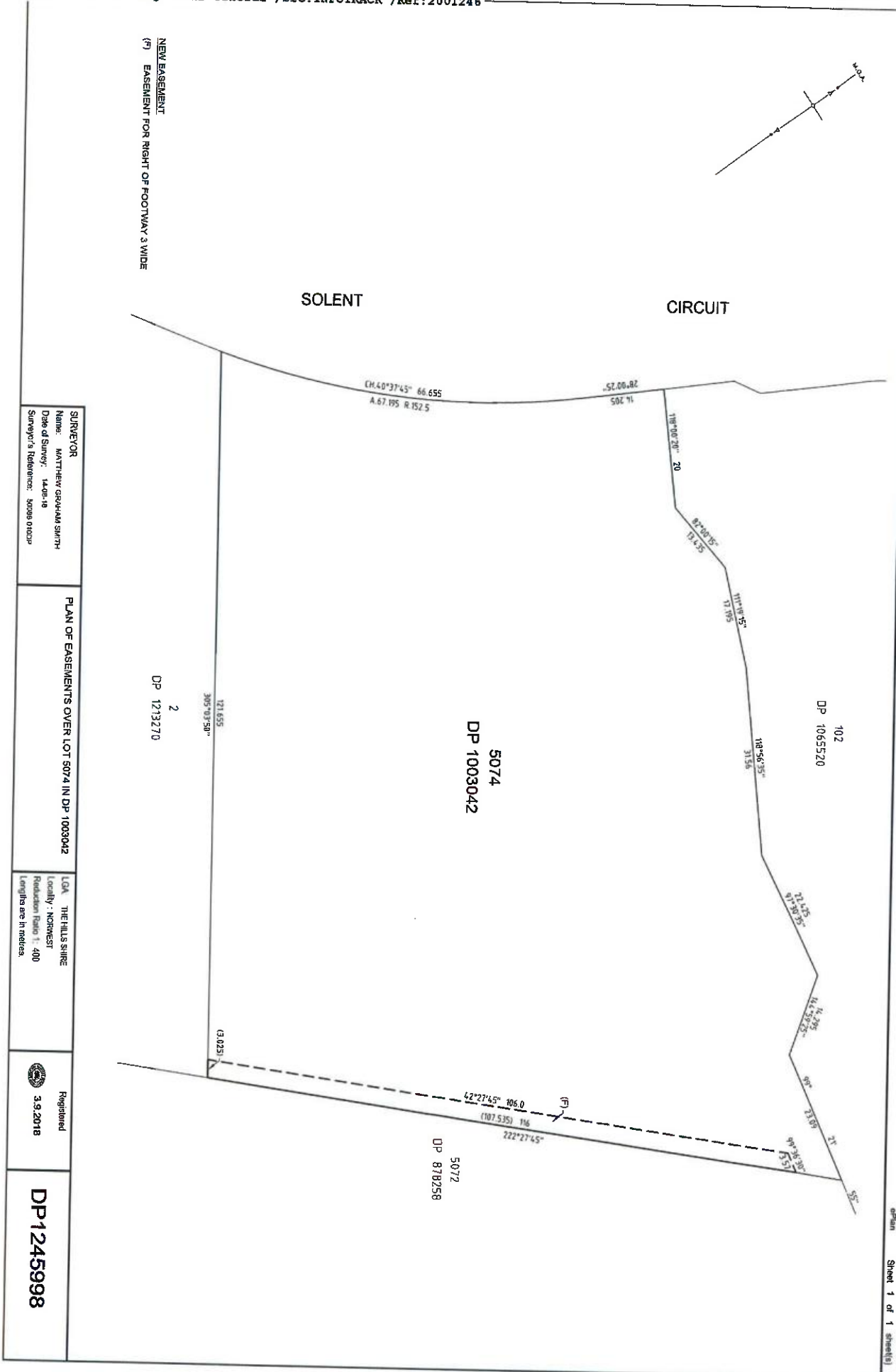


PLAN FORM 2 (A2)

DP1245998

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

oPlan Sheet 1 of 1 sheet(s)



SURVEYOR
 Name: MATTHEW GREGG SMITH
 Date of Survey: 14.01.18
 Surveyor's Reference: 3008 0100P

PLAN OF EASEMENTS OVER LOT 5074 IN DP 1003042

LGA: THE HILLS SHIRE
 Locality: KNOXEST
 Reduction Ratio: 400
 Lengths are in metres

Registered
 3.9.2018

DP1245998



NEW EASEMENT
 FOR RIGHT OF FOOTWAY 3 WIDE

DP 1245998
 2
 DP 1213270


5074
 DP 1003042

5072
 DP 818258

102
 DP 1065520

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  3.9.2018 Title System: TORRENS	Office Use Only <h1 style="margin:0;">DP1245998</h1>	Office Use Only
PLAN OF EASEMENTS OVER LOT 5074 IN DP1003042	LGA: THE HILLS SHIRE Locality: NORWEST Parish: CASTLE HILL County: CUMBERLAND	
<p style="text-align:center;">Survey Certificate</p> I, MATTHEW GRAHAM SMITH of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on of *(b) The part of the land shown in the plan (*being*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous. Signature:  Dated: 14-08-18 Surveyor Identification No: 8650 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align:center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation. DP1003042	<p style="text-align:center;">Subdivision Certificate</p> I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.	
Surveyor's Reference: 50088 010DP	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Office Use Only
Registered:  3.9.2018

Office Use Only
DP1245998

PLAN OF EASEMENTS OVER LOT 5074 IN
DP1003042

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:
Date of Endorsement:


PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. EASEMENT FOR RIGHT OF FOOTWAY 3 WIDE (F)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50088 010DP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Office Use Only
Registered:  3.9.2018

Office Use Only

PLAN OF EASEMENTS OVER LOT 5074 IN
DP1003042


DP1245998

Subdivision Certificate number:
Date of Endorsement:

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by)
HILLS CHRISTIAN LIFE CENTRE LTD)
ACN 074 657 935)
in accordance with Section 127)
of the Corporations Act)


.....
Signature of Director


.....
Signature of Director/secretary

George Aghajanian.....
NAME (please print)

Peter Ridhey.....
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50088 010DP

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS Á 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

Lengths are in metres:

(Sheet 1 of ² Sheets)

Plan: **DP1245998**

Plan of Easements Over Lot 5074 in DP1003042

Full name and address of owner of the land:

Hills Christian Life Centre Limited
ACN 074 657 935
1-9 Solent Circuit, Baulkham Hills NSW 2153

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á 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 Right of Footway 3 Wide (F)	5074/1003042	2/1213270

PART 2 (Terms)

- 1 Terms of Easement for Right of Footway 3 Wide (F)**
- 1.1 Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, to go, pass and repass on foot at all times and for all purposes, without animals or vehicles to and from the said dominant tenement or any such part thereof.
- 1.2 The owner of the lot benefited 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 within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, pathways or structures.
- 1.3 In exercising the powers referred to in 1.2 above, the owner of the lot benefited must:
- ensure all work is done properly, and
 - cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - make good any collateral damage.

Lengths are in metres:

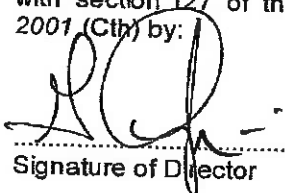
Plan: **DP1245998**

Plan of Easements Over Lot 5074 in DP1003042

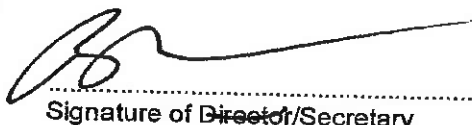
Execution:

Registered Proprietor of 5074/1003042

Executed by Hills Christian Life Centre)
Limited ACN 074 657 935 in accordance)
with section 127 of the Corporations Act)
2001 (Cth) by:)


.....
Signature of Director

George Aghajanian
.....
Print name of Director

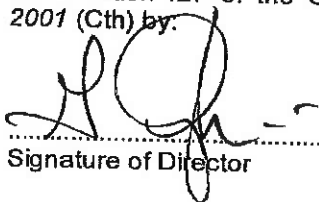

.....
Signature of Director/Secretary

Peter Ridley
.....
Print name of Director/Secretary

Execution:

Registered Proprietor of 2/1213270

Executed by Hills Christian Life Centre)
Limited ACN 074 657 935 in accordance)
with section 127 of the Corporations Act)
2001 (Cth) by:)


.....
Signature of Director

George Aghajanian
.....
Print name of Director


.....
Signature of Director/Secretary

Peter Ridley
.....
Print name of Director/Secretary

SUG\SUG\65197734\1

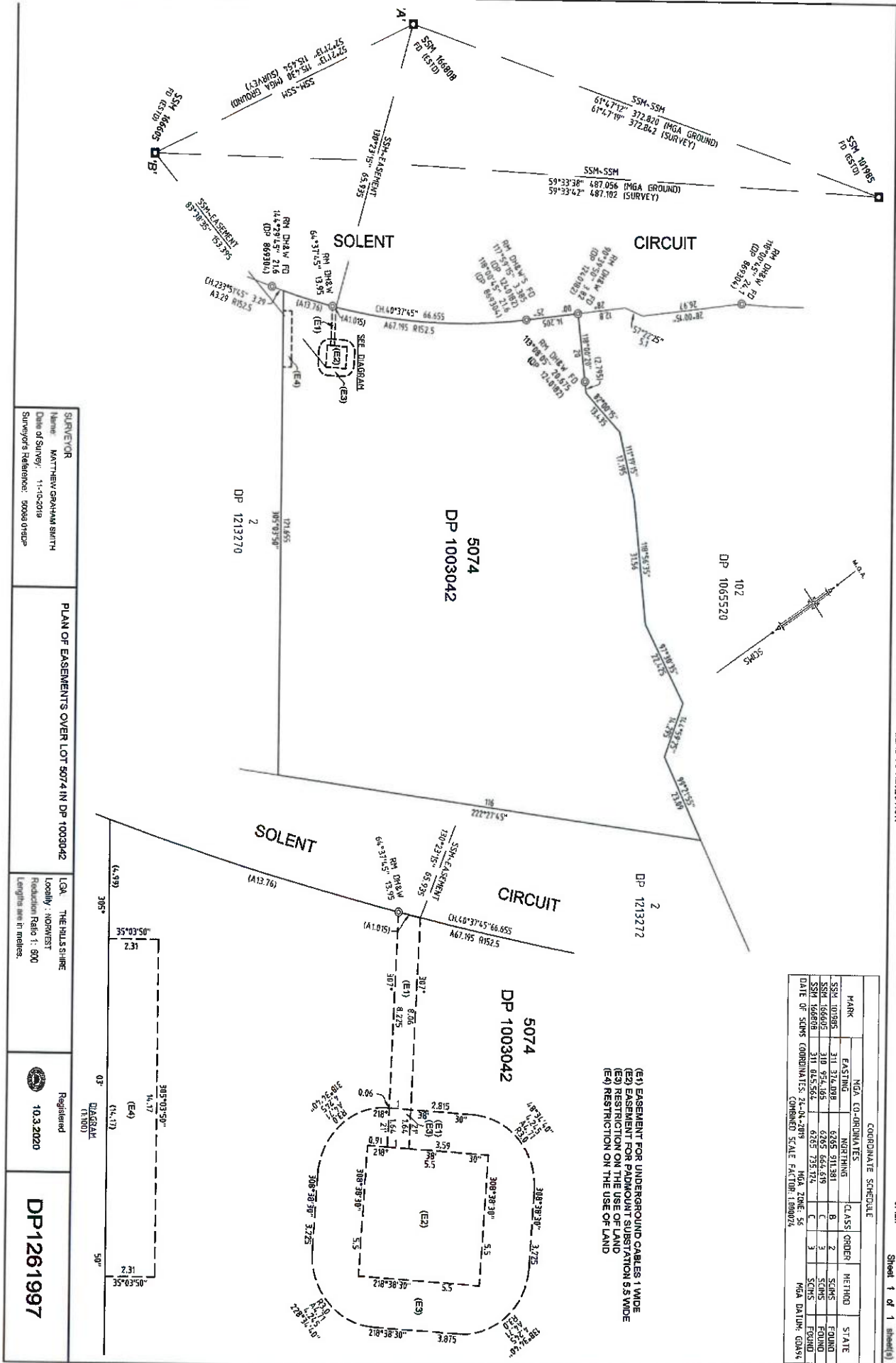
REGISTERED  3.9.2018

PLAN FORM 2 (A2)

DP1261997

WARNING: OPENING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 1 sheet(s)



SURVEYOR
 Name: MATTHEW GRAHAM SMITH
 Date of Survey: 11-10-2018
 Surveyor's Reference: 50908 0796P

PLAN OF EASEMENTS OVER LOT 5074 IN DP 1003042


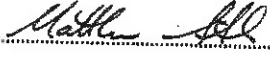
LGA: THE HILLS SHIRE
 Locality: MIDWEST
 Production Ratio: 1:500
 Lengths are in metres.

Registered
 10.3.2020


DP1261997

COORDINATE SCHEDULE						
MARK	NGA CO-ORDINATES	MARKING	CLASS	ORDER	METHOD	STATE
SSM 10098	311 624.009	628 311.381	B	2	SUNS	FOUND
SSM 16605	311 614.810	628 311.381	C	3	SUNS	FOUND
SSM 16608	311 615.562	628 311.381	C	3	SUNS	FOUND
DATE OF SCMS COORDINATES: 24-04-2018	NGA ZONE: 54	MGA DATUM: GDA94				
CONVERTED SCALE FACTOR: 1000024						

(E1) EASEMENT FOR UNDERGROUND CABLES 1 WIDE
 (E2) EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE
 (E3) RESTRICTION ON THE USE OF LAND
 (E4) RESTRICTION ON THE USE OF LAND

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Registered:  10.3.2020		Office Use Only		Office Use Only	
Title System: TORRENS		DP1261997			
PLAN OF EASEMENT OVER LOT 5074 IN DP1003042		LGA: THE HILLS SHIRE Locality: NORWEST Parish: CASTLE HILL County: CUMBERLAND			
<p style="text-align: center;">Survey Certificate</p> <p>I, MATTHEW GRAHAM SMITH, of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>^{*(a)} The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or</p> <p>^{*(b)} The part of the land shown in the plan ([*]being/[*]excluding **EASEMENTS.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, 11-10-2019 the part not surveyed was compiled in accordance with that Regulation, or</p> <p>^{*(c)} The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'A'-B' Type: [*]Urban/[*]Rural The terrain is [*]Level-Undulating / [*]Steep-Mountainous.</p> <p>Signature:  Dated: 02-03-20</p> <p>Surveyor Identification No: 8650 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>[*]Strike out inappropriate words. ^{**}Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>			
<p style="text-align: center;">Subdivision Certificate</p> <p>I, [*]Authorised Person/[*]General Manager/[*]Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number:</p> <p>[*]Strike through if inapplicable.</p>					
Plans used in the preparation of survey/compilation. DP1003042 DP869304 DP1240182		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 50088 016DP		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

<p>Office Use Only</p> <p>Registered:  10.3.2020</p> <p>PLAN OF EASEMENT OVER LOT 5074 IN DP1003042</p> <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1261997</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (E1)
2. EASEMENT FOR PADMOUNT SUBSTATION 5.5 WIDE (E2)
3. RESTRICTION ON THE USE OF LAND (E3)
4. RESTRICTION ON THE USE OF LAND (E4)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50088 016DP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheet(s)
Registered: 10.3.2020	Office Use Only	
PLAN OF EASEMENT OVER LOT 5074 IN DP1003042	<h1 style="margin: 0;">DP1261997</h1>	
Subdivision Certificate number: Date of Endorsement:	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
<p>EXECUTED by) Prime Esplanade Land Pty Ltd) ACN 623 092 606) in accordance with Section 127) of the Corporations Act)</p> <p style="text-align: center;"> Signature of Director </p> <p style="text-align: center;"> ELTON LI NAME (please print) </p>	<p style="text-align: center;"> Signature of Director/secretary </p> <p style="text-align: center;"> ADRIAN LIAN NAME (please print) </p>	
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 50088 016DP		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

Registered:  10.3.2020

Office Use Only

Office Use Only

PLAN OF EASEMENT OVER LOT 5074 IN
DP1003042

DP1261997

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:
Date of Endorsement:

Mortgagee:

SIGNED for and on behalf of ANZ
Fiduciary Services Pty Limited by
ALISON CARLIN
who certifies that she/he is a

SENIOR MANAGER
Agency Services, of Australia and
New Zealand Banking Group Limited
pursuant to Power of Attorney
Registered BK 4711 NO 227

dated 12/07/16 in the presence of:

Witness:  WIT LIEW

Attorney 

ADDRESS OF WITNESS:
242 PITT STREET,
SYDNEY, NSW 2000

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50088 016DP

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 of the Conveyancing Act 1919

Lengths are in metres:

Plan: **DP1261997**

ePlan

(Sheet 1 of 9 sheets)

Plan of Easements Over Lot 5074
in DP1003042

Covered By

Dated

**Full name and address
of the owner of the Land**

Prime Esplanade Land Pty Ltd
ACN 623 092 606

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement for Underground Cables 1 Wide (E1)	5074/1003042	Epsilon Ministerial Distribution Holding Corporation ABN 59 253 130 878
2	Easement for Padmount Substation 5.5 Wide (E2)	5074/1003042	Epsilon Ministerial Distribution Holding Corporation ABN 59 253 130 878
3	Restriction on the Use of Land (E3)	5074/1003042	Epsilon Ministerial Distribution Holding Corporation ABN 59 253 130 878
4	Restriction on the Use of Land (E4)	5074/1003042	Epsilon Ministerial Distribution Holding Corporation ABN 59 253 130 878

.....
Authorised Delegate

Document No: 123764_1
Reference No: 50088/016

Lengths are in metres:

Plan: **DP1261997**

ePlan
(Sheet 2 of 9 sheets)

Plan of Easements Over Lot 5074
in DP1003042
Covered By
Dated

Part 2 (Terms)

1. Terms of Easement for Underground Cables 1 Wide (E1) Numbered 1 in the Plan

1.1 Definitions

- 1.1.1 **easement site** means that part of the lot burdened that is affected by this easement.
- 1.1.2 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, and ancillary equipment.
- 1.1.3 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 1.1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

1.2 Epsilon Distribution Ministerial Holding Corporation may:

- 1.2.1. install electrical equipment within the easement site,
- 1.2.2. excavate the easement site to install the electrical equipment,
- 1.2.3. use the electrical equipment for the transmission of electricity,
- 1.2.4. enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,

.....
Authorised Delegate

Lengths are in metres:

(Sheet 3 of 9 sheets)

Plan: **DP1261997**

Plan of Easements Over Lot 5074
in DP1003042

Covered By

Dated

Part 2 Term continued

- 1.2.5. trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 1.2.6. remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
- 1.3 In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 1.4 The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:
 - 1.4.1. install or permit to be installed any services or structure within the easement site, or
 - 1.4.2. alter the surface level of the easement site, or
 - 1.4.3. do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation.
- 1.5 Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 1.6 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
 - 1.6.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

.....
Authorised Delegate

Lengths are in metres:

Plan: **DP1261997**

ePlan
(Sheet 4 of 9 sheets)

Plan of Easements Over Lot 5074
in DP1003042
Covered By
Dated

Part 2 Terms continued

1.6.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

2. Easement for Padmount Substation 5.5 Wide (E2) Numbered 2 in the Plan

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

3. Terms Of Restriction On The Use Of Land (E3) Numbered 3 In The Plan

3.1 Definitions

3.1.1 **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

3.1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

3.1.3 **erect** includes construct, install, build and maintain.

3.1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

3.2 No building shall be erected or permitted to remain within the restriction site unless:

3.2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

3.2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

3.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

3.3 The fire ratings mentioned in clause 3.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

.....
Authorised Delegate

Document No: 123764_1
Reference No: 50088/016

Lengths are in metres:

Plan: **DP1261997**

ePlan
(Sheet 5 of 9 sheets)

Plan of Easements Over Lot 5074
in DP1003042
Covered By
Dated

Part 2 Terms continued

3.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

3.4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

3.4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

4. Terms Of Restriction On The Use Of Land (E4) Numbered 4 In The Plan

4.1 Definitions

4.1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

4.1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

4.1.3 **erect** includes construct, install, build and maintain.

4.1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

4.2 No building shall be erected or permitted to remain within the restriction site unless:

4.2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and


.....
Authorised Delegate

Lengths are in metres:

Plan: **DP1261997**

ePlan
(Sheet 6 of 9 sheets)

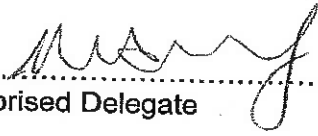
Plan of Easements Over Lot 5074
in DP1003042

Covered By

Dated

Part 2 Terms continued

- 4.2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 4.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 4.3 The fire ratings mentioned in clause 4.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 4.4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 4.4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.


.....
Authorised Delegate

Document No: 123764_1
Reference No: 50088/016

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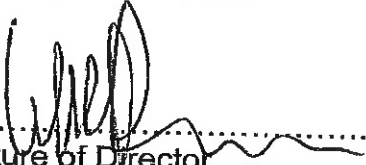
Plan: **DP1261997**

ePlan
(Sheet 7 of 9 sheets)

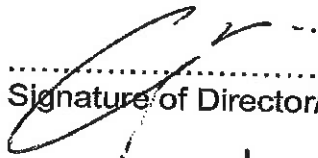
Plan of Easements Over Lot 5074
in DP1003042
Covered By
Dated

EXECUTED by
Prime Esplanade Land Pty Ltd
ACN 623 092 606
in accordance with Section 127
of the Corporations Act

)
)
)
)
)


.....
Signature of Director

Elton Li
.....
NAME (please print)


.....
Signature of Director/secretary
Adrian Liaw
.....
NAME (please print)

Lengths are in metres:

Plan: **DP1261997**

ePlan

(Sheet 8 of 9 sheets)

Plan of Easements Over Lot 5074
in DP1003042

Covered By

Dated

Mortgagee:

SIGNED for and on behalf of ANZ
Fiduciary Services Pty Limited by:

ALISON CARLIN
who certifies that she/he is a

SENIOR MANAGER
Agency Services, of Australia and
New Zealand Banking Group Limited
pursuant to Power of Attorney *BK 4711 NO 227*
Registered

dated *12/10/16* in the presence of:

[Signature]
.....
Witness:
KIT LIEW

[Signature]
.....
Attorney

ADDRESS OF WITNESS:
**242 PITT STREET,
SYDNEY NSW, 2000**



Lengths are in metres:

Plan: **DP1261997**

ePlan
(Sheet 9 of 9 sheets)

Plan of Easements Over Lot 5074
in DP1003042
Covered By
Dated

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*.

Signature of witness:

Michelle Allamby

Name of witness:

Michelle Allamby

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:

Simon Lawton

Name and position of attorney:
Simon Lawton
Strategic Property Manager

Power of Attorney: Book 4768 No 870

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

Endeavour Energy reference:

UCL7451

Date of signature:

24/12/2019

Document No: 123764_1
Reference No: 50088/016

REGISTERED  10.3.2020

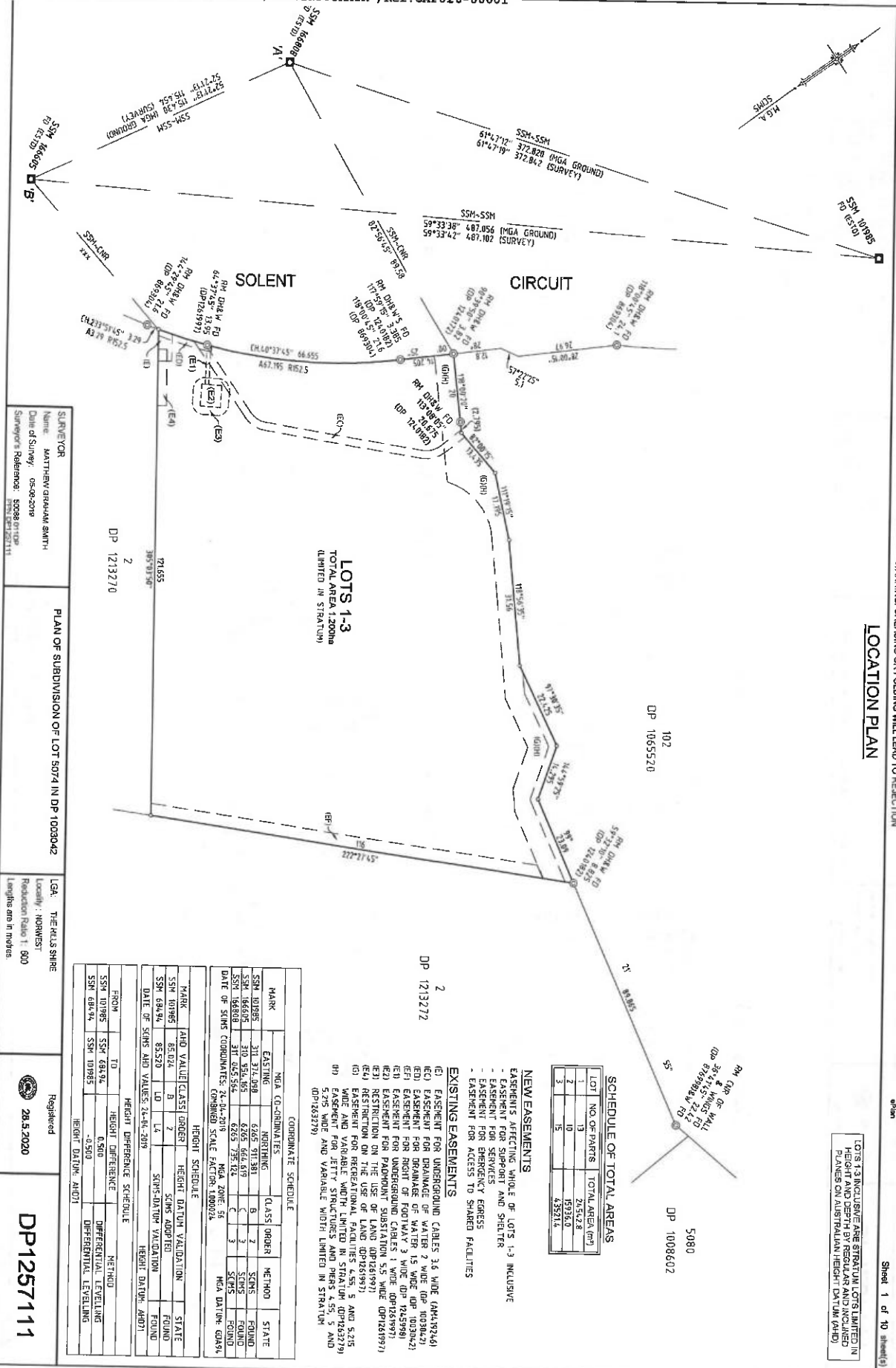


PLAN FORM 2 (A2)
 DP1257111

WARNING: CEASING OR FOLDING WILL LEAD TO REJECTION

LOCATION PLAN

Sheet 1 of 10 sheets



LOTS 1-3
 TOTAL AREA 1.200ha
 (LIMITED IN STRATUM)

DP 1065520

DP 1008502

SCHEDULE OF TOTAL AREAS

LOT	NO OF PARTS	TOTAL AREA (m ²)
1	13	74562.8
2	10	15936.0
3	15	43521.4

- NEW EASEMENTS
- EASEMENTS AFFECTING WHOLE OF LOTS 1-3 INCLUSIVE
 - EASEMENT FOR SUPPORT AND SHELTER
 - EASEMENT FOR SERVICES
 - EASEMENT FOR EMERGENCY EGRESS
 - EASEMENT FOR ACCESS TO SHARED FACILITIES
- EXISTING EASEMENTS
- (E1) EASEMENT FOR UNDERGROUND CABLES 3.6 MIDE (LAP189246)
 - (E2) EASEMENT FOR DRAINAGE (MGA GROUND) (SURVEY)
 - (E3) EASEMENT FOR DRAINAGE OF WATER 1.5 MIDE (DP 103942)
 - (E4) EASEMENT FOR RIGHT OF FOOTWAY 3 MIDE (DP 192598)
 - (E5) EASEMENT FOR UNDERGROUND CABLES 1 MIDE (DP1261997)
 - (E6) EASEMENT FOR PADMOUNT SUBSTATION 5.5 MIDE (DP1261997)
 - (E7) RESTRICTION ON THE USE OF LAND (DP1261997)
 - (E8) RESTRICTION ON THE USE OF LAND (DP1261997)
 - (E9) RESTRICTION ON THE USE OF LAND (DP1261997)
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 - (E99) RESTRICTION ON THE USE OF LAND (DP1261997)
 - (E100) RESTRICTION ON THE USE OF LAND (DP1261997)

SUBJECT
 Name: MATTHEW GRAHAM SMITH
 Date of Survey: 05-09-2016
 Surveyor's Reference: 50988 07/11
 DP 1213270

PLAN OF SUBDIVISION OF LOT 5074 IN DP 1003042

LGA: THE HILLS SHIRE
 Locality: NORWICH
 Production Ratio: 1: 800
 Lengths are in metres

Registered
 28.5.2020

DP1257111

COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
SSM 101985	311.374,098	6265.911,381	B	3	SCMS	FOUND
SSM 106105	310.350,695	6265.664,619	B	3	SCMS	FOUND
SSM 106103	310.035,595	6265.795,123	C	3	SCMS	FOUND

DATE OF SURVEY COORDINATES: 24-10-2016 MGA ZONE: 55
 CONVERSION STATE FACTOR: 1000024 MGA DATUM: GDA94

HEIGHT SCHEDULE

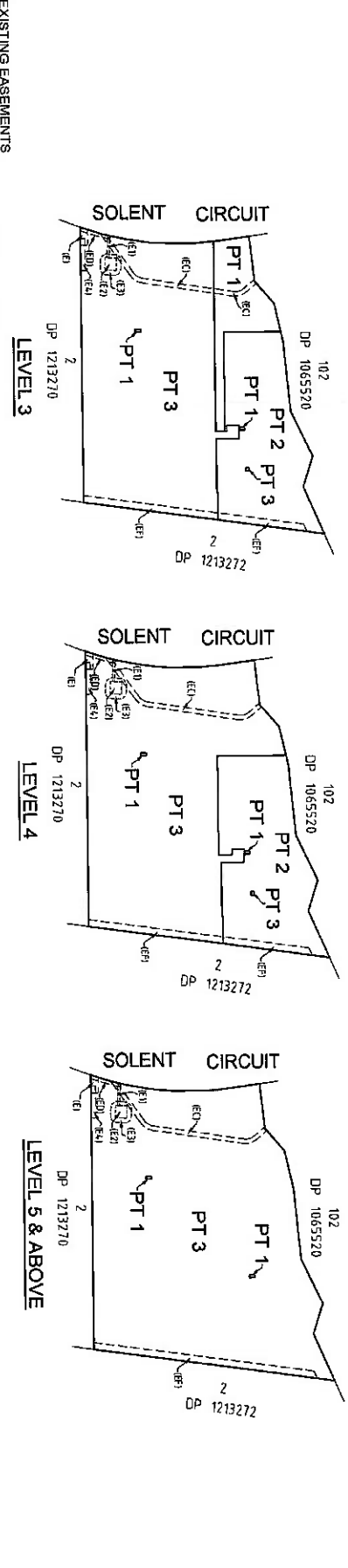
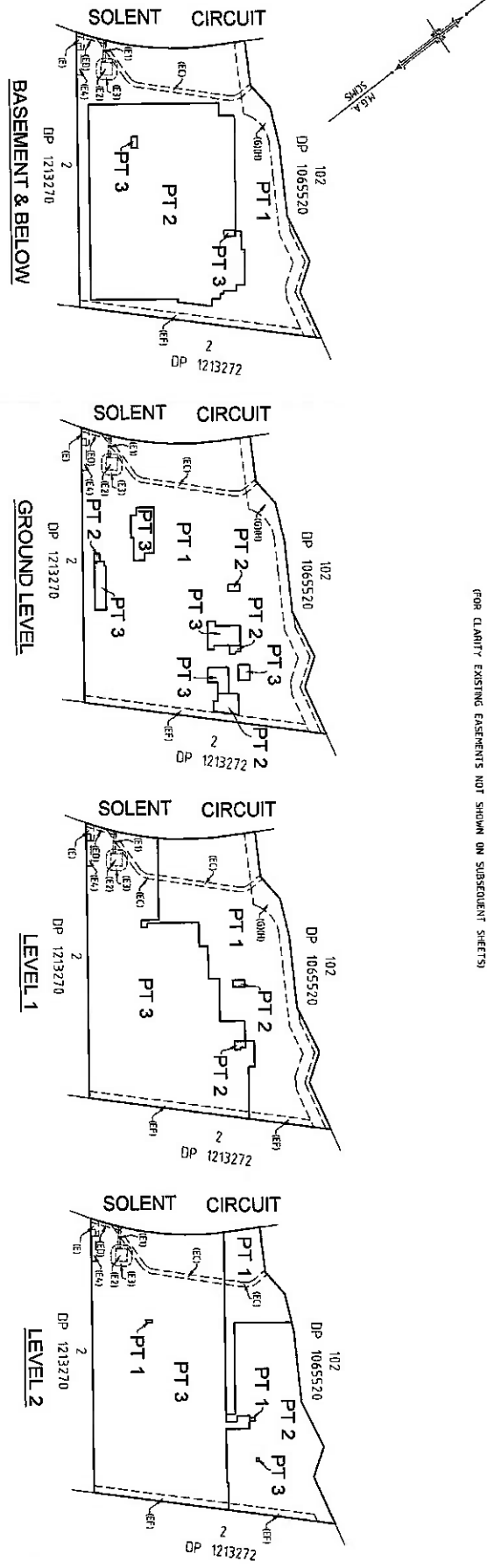
MARK	ADD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 101985	85.024	B	2	SCMS-DATUM VALIDATION	FOUND
SSM 106105	85.520	LD	LA	SCMS-DATUM VALIDATION	FOUND

DATE OF SURVEY AND VALUES: 24-10-2016 HEIGHT DATUM: AD01

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 101985	SSM 68494	0.500	DIFFERENTIAL LEVELLING
SSM 68494	SSM 101985	-0.500	DIFFERENTIAL LEVELLING

HEIGHT DATUM: AD01



- EXISTING EASEMENTS**
- (E1) EASEMENT FOR UNDERGROUND CABLES 3.6 WIDE (AM4-19246)
 - (E2) EASEMENT FOR DRAINAGE OF WATER 2 WIDE (DP 1003042)
 - (E3) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 1003042)
 - (E4) EASEMENT FOR RIGHT OF FOOTWAY 3 WIDE (DP 1245989)
 - (E5) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)
 - (E6) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)
 - (E7) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)
 - (E8) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)
 - (E9) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)
 - (E10) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)
 - (E11) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)
 - (E12) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)
 - (E13) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)
 - (E14) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)
 - (E15) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)
 - (E16) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)
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 - (E19) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)
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 - (E99) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)
 - (E100) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1245989)

SURVEYOR
 Name: MATTHEW GRAHAM SMITH
 Date of Survey: 05-08-2019
 Surveyor's Reference: DP1257111

PLAN OF SUBDIVISION OF LOT 507/4 IN DP 1003042

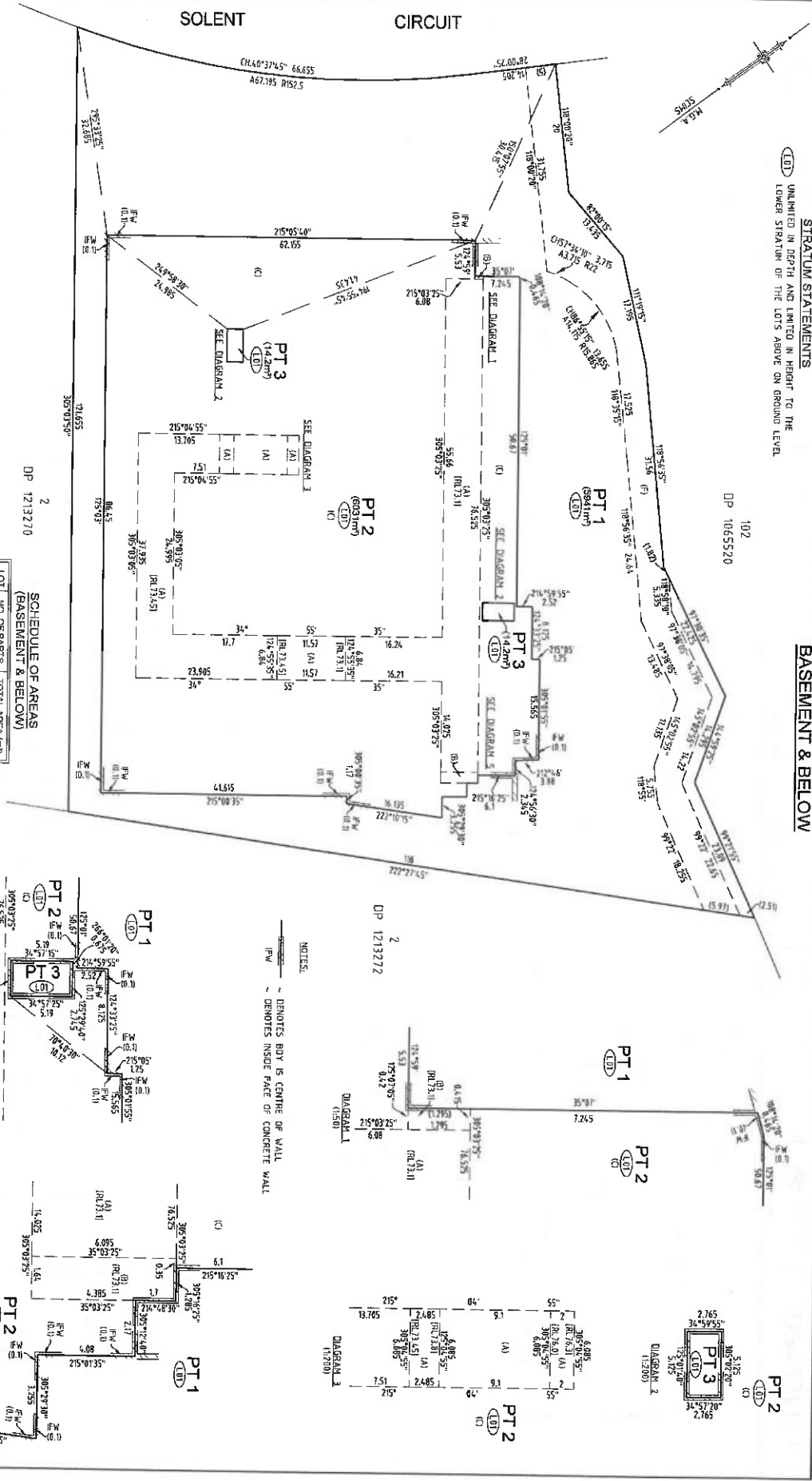
LGA: THE HILLS SHIRE
 Locality: 'HONWEST'
 Reduction Ratio: 1: 1250
 Lengths are in metres.



DP1257111

STRATUM STATEMENTS
 (L1) UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER STRATUM OF THE LOTS ABOVE ON GROUND LEVEL

BASEMENT & BELOW



NEW EASEMENTS
 (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM
 (B) RIGHT OF WAY LIMITED IN DEPTH TO R2.5 SHOWN FOR 1 AND IN HEIGHT TO 2.3 ABOVE
 (C) RIGHT OF WAY LIMITED IN DEPTH TO R2.5 SHOWN FOR 1 AND IN HEIGHT TO 2.3 ABOVE
 (D) EASEMENT FOR CARRIAGEWAY VARIABLE WIDTH AND IN HEIGHT TO 2.3 ABOVE
 (E) EASEMENT FOR PUBLIC ACCESS 4.55, 5 AND 5.215 WIDE
 (F) AND VARIABLE WIDTH LIMITED IN STRATUM
 UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RLR10

2
 DP 1213270

SCHEDULE OF AREAS (BASEMENT & BELOW)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
1	1	504.10
2	1	6031.0
3	2	28.4

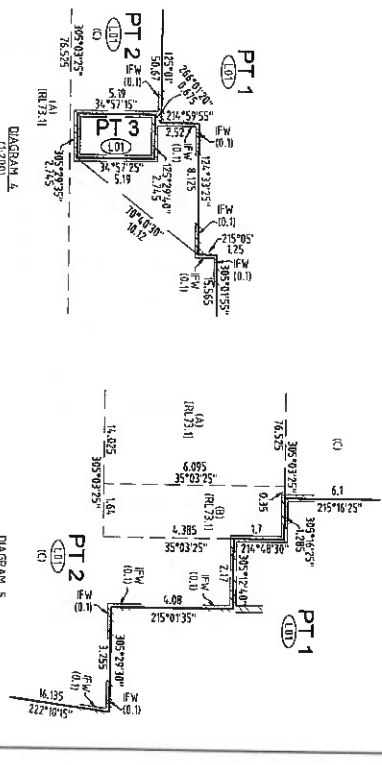
SURVEYOR
 Name: MATTHEW GRAHAM SMITH
 Date of Survey: 05-08-2016
 Surveyor's Reference: 30086011/DP 1257111

PLAN OF SUBDIVISION OF LOT 5074 IN DP 1003042

LGA: THE HILLS SHIRE
 Locality: NOBUST
 Reduction Ratio: 1:400
 Lengths are in metres

Registered
 28.5.2020

DP1257111
 (1:1000)



NOTES:
 - DENOTES BDR IS CENTRE OF WALL
 - DENOTES INSIDE FACE OF CONCRETE WALL

PLAN FORM 2 (A2)

DP1257111

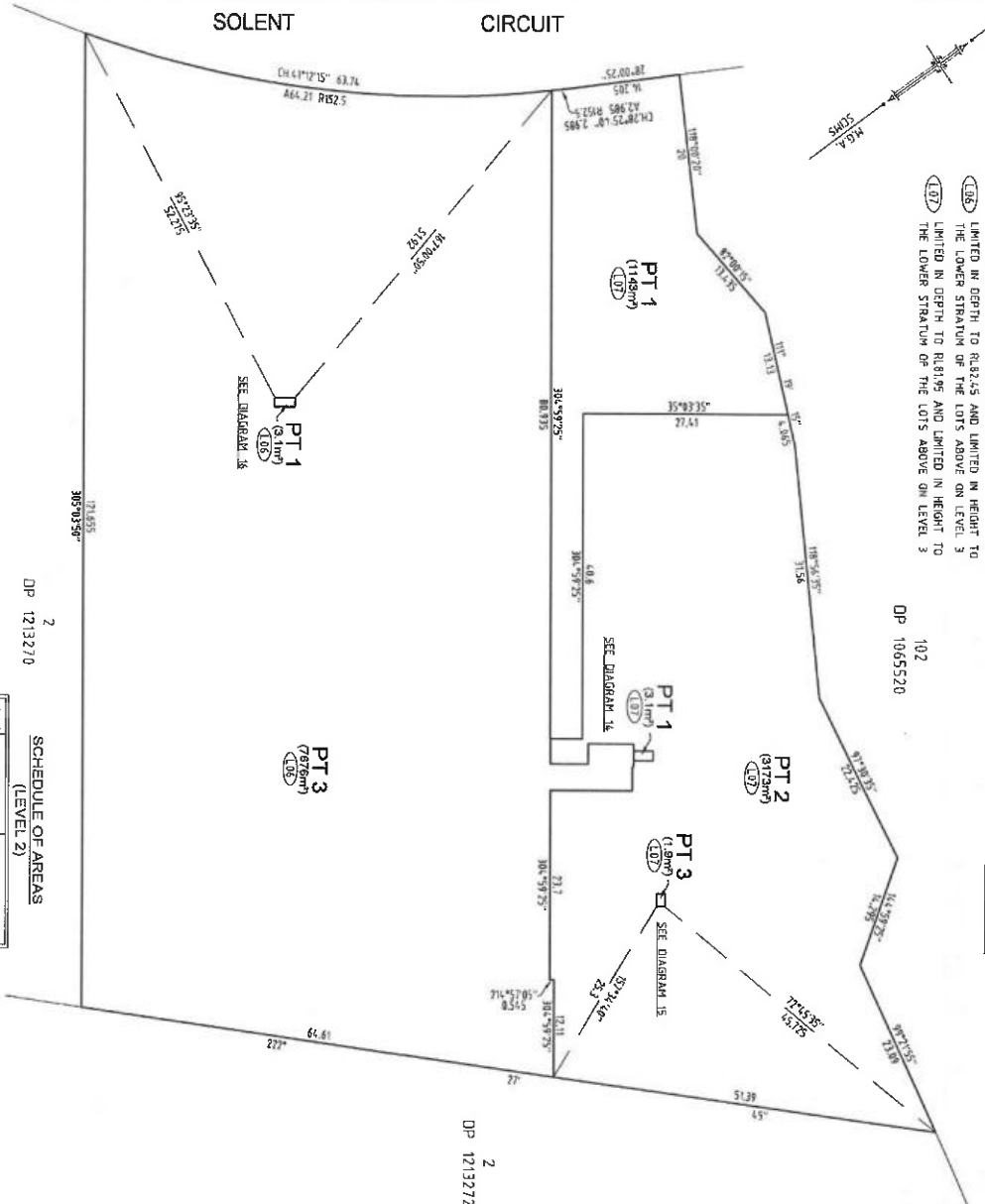
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Urban

Sheet 7 of 10 sheets(s)

STRATUM STATEMENTS
 (L16) LIMITED IN DEPTH TO R.882.55 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OF THE LOTS ABOVE ON LEVEL 3
 (L17) LIMITED IN DEPTH TO R.8195 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OF THE LOTS ABOVE ON LEVEL 3

LEVEL 2



DP 1213270
 2

DP 1065520
 102

DP 1213272
 2

SCHEDULE OF AREAS (LEVEL 2)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
1	3	116.92
2	1	3173.0
3	2	7677.9

SURVEYOR
 Name: MATTHEW GRAHAM SMITH
 Date of Survey: 05-08-2019
 Surveyor's Reference: 6298/0129
 PPN: DP1257111

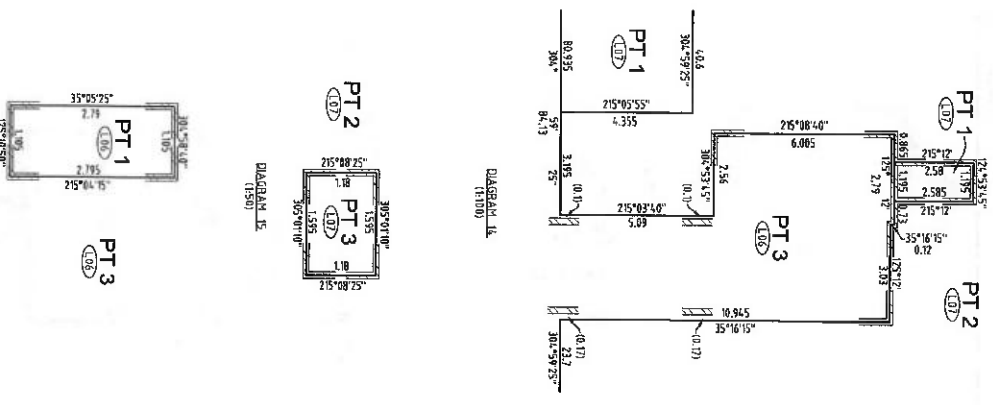
PLAN OF SUBDIVISION OF LOT 6074 IN DP 1003042

LGA THE HILLS SHIRE
 Locality: MORGEST
 Reduction Ratio: 1:400
 Lengths are in metres

Registered
 28.5.2020

DP1257111

NOTES
 - DENOTES BOUNDARY IS CENTRE OF WALL



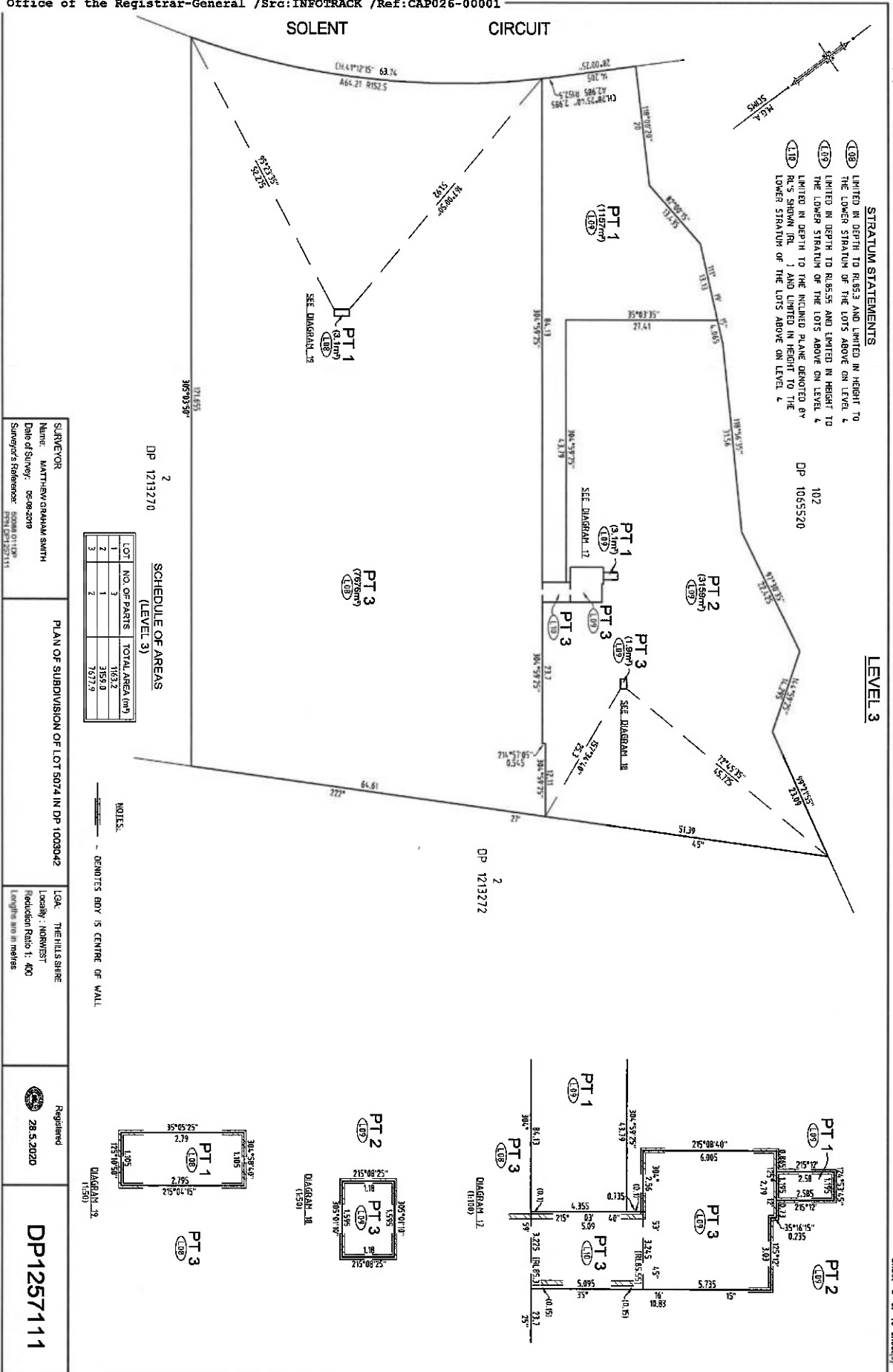
PLANFORM 2(RA)

DP1257111

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet

Sheet 8 of 10 sheet(s)



SURVEYOR
 Name: MATTHEW GRAHAM SMITH
 Date of Survey: 05-08-2018
 Surveyor's Reference: 10888 0110P
 PPL1257111

PLAN OF SUBDIVISION OF LOT 5074 IN DP 1003042

LGA: THE HILLS SHIRE
 Locality: MORVEST
 Reduction Ratio: 1:400
 Lengths are in metres

Registered
 28.5.2020

DP1257111

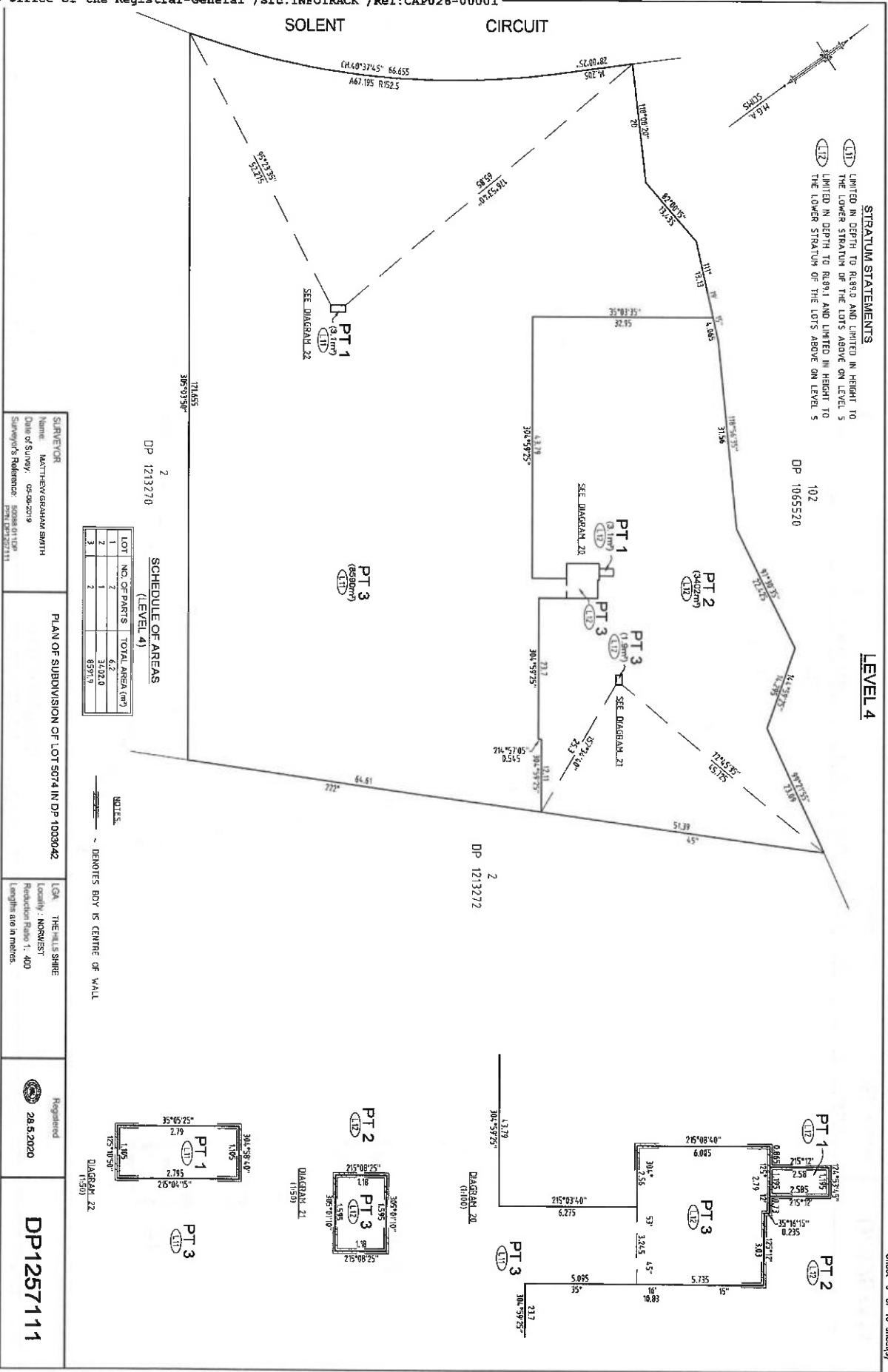
PLAN FORM 2 (A2)

DP-257111

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

of mm

Sheet 9 of 10 sheets



SURVEYOR
 Name: MATTHEW GRAHAM SMITH
 Date of Survey: 02-04-2019
 Surveyor's Reference: 10083042 (PLAN DP1257111)

PLAN OF SUBDIVISION OF LOT 5074 IN DP 10083042

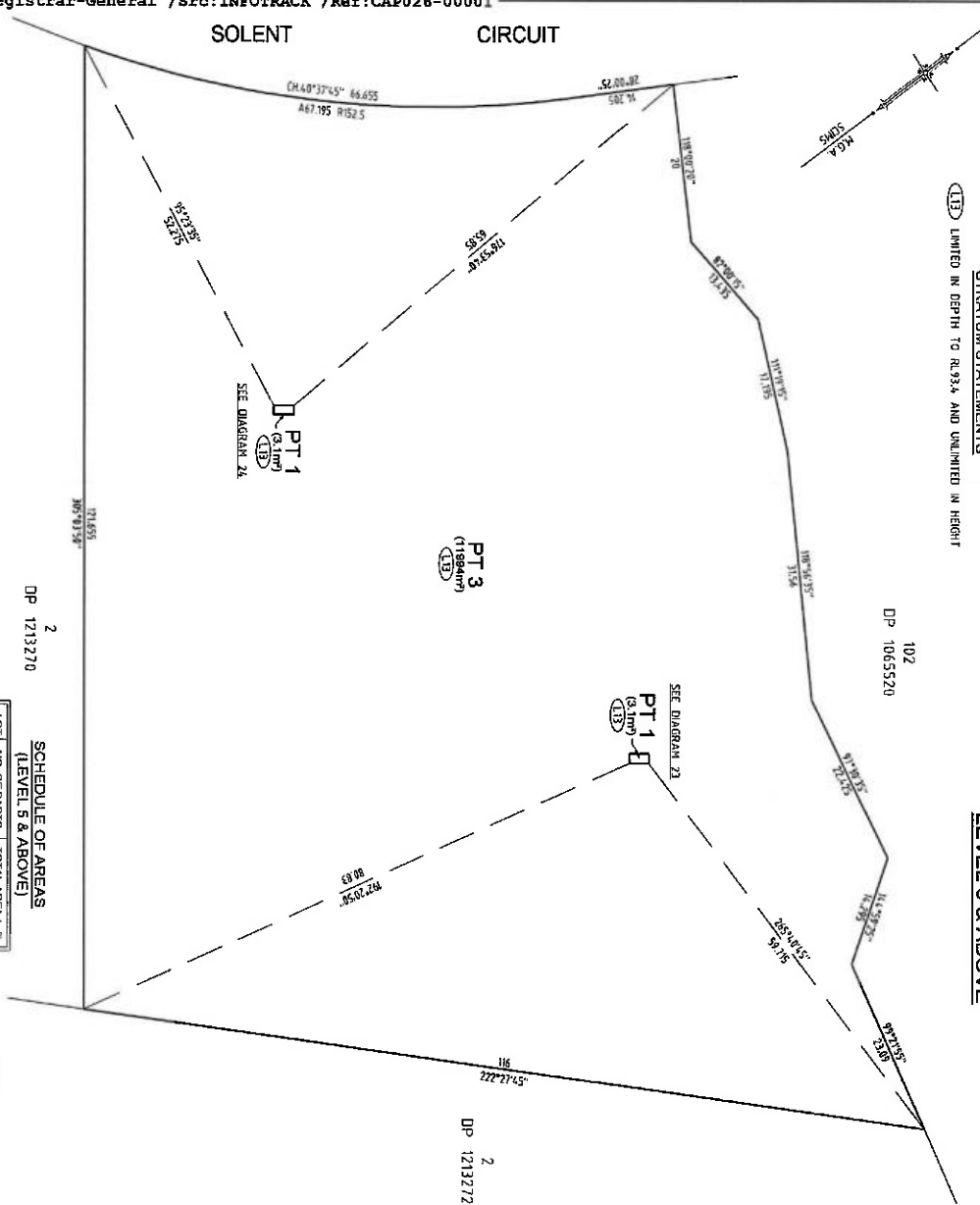
LGA: THE HILLS SHIRE
 Locality: NORRISTON
 Reduction Ratio: 1:400
 Lengths are in metres.

Registered
 28.5.2020

DP1257111

STRATUM STATEMENTS
 (L13) LIMITED IN DEPTH TO R.93.4 AND UNLIMITED IN HEIGHT

LEVEL 5 & ABOVE



DP 1213270
 2

SCHEDULE OF AREAS
 (LEVEL 5 & ABOVE)

LOT	NO. OF PARTS	TOTAL AREA (m ²)
1	2	6.2
2	0	0
3	1	11991.0

NOTES:

--- DENOTES BODY IS CENTRE OF WALL

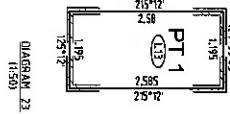
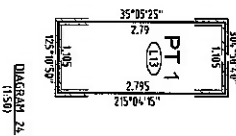
SURVEYOR
 Name: MATHIEW GRAHAM SMITH
 Date of Survey: 04/04/2018
 Surveyor's Reference: 2008/0111/18

PLAN OF SUBDIVISION OF LOT 5074 IN DP 1003042

LGA: THE HILLS SHIRE
 Locality: MOWBETH
 Reduction Ratio: 1:400
 Lengths are in metres


Registered
 28.5.2020

DP1257111



PT 1
 (1.05)
 (L13)
 SEE DIAGRAM 24

PT 3
 (1.50)
 (L13)

PLAN FORM 6 (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)		
Registered:  28.5.2020		Office Use Only		Office Use Only		
Title System: TORRENS		DP1257111				
PLAN OF SUBDIVISION OF LOT 5074 IN DP1003042		LGA:	THE HILLS SHIRE			
		Locality:	NORWEST			
		Parish:	CASTLE HILL			
		County:	CUMBERLAND			
<p style="text-align: center;">Survey Certificate</p> <p>I, MATTHEW GRAHAM SMITH, of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 5/8/2019, or</p> <p>*(b) The part of the land shown in the plan (*being* excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: "A"-B" Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous: Signature: <i>Matthew Smith</i> Dated: 27-05-20 Surveyor Identification No: 8650 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>				
		Subdivision Certificate				
		<p>I, <u>BEN HAWKINS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <i>BH</i> Accreditation number: N/A Consent Authority: THE HILLS SHIRE COUNCIL Date of endorsement: 22 MAY 2020 Subdivision Certificate number: 11886 File number: 1395/2016 DP 12/1/2020/SC</p> <p>*Strike through if inapplicable.</p>				
Plans used in the preparation of survey/compilation. DP1003042 DP1240182 DP1245998		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.				
Surveyor's Reference: 50088 011DP		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A				

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 4 sheet(s)																				
<div style="text-align: right; font-size: small;">Office Use Only</div> Registered: 28.5.2020 PLAN OF SUBDIVISION OF LOT 5074 IN DP1003042	DP1257111																					
Subdivision Certificate number: 11886 Date of Endorsement: <u>22.10.20</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 																					
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOTS) 2. EASEMENT FOR SERVICES (WHOLE OF LOTS) 3. EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOTS) 4. EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS) 5. RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (A) 6. RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (B) 7. EASEMENT FOR CARPARKING VARIABLE WIDTH LIMITED IN STRATUM (C) 8. RESTRICTION ON THE USE OF LAND 9. RESTRICTION ON THE USE OF LAND 10. POSITIVE COVENANT 11. RESTRICTION ON THE USE OF LAND 12. POSITIVE COVENANT 13. RESTRICTION ON THE USE OF LAND 14. POSITIVE COVENANT 15. POSITIVE COVENANT 16. EASEMENT FOR PUBLIC ACCESS 4.55, 5 AND 5.215 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (F) 17. RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (A1) 																						
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO RELEASE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR PUBLIC ACCESS (DP876998) 																						
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 10%;">LOT</th> <th style="width: 20%;">STREET NUMBER</th> <th style="width: 30%;">STREET NAME</th> <th style="width: 20%;">STREET TYPE</th> <th style="width: 20%;">LOCALITY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11</td> <td>SOLENT</td> <td>CIRCUIT</td> <td>NORWEST</td> </tr> <tr> <td>2</td> <td>11</td> <td>SOLENT</td> <td>CIRCUIT</td> <td>NORWEST</td> </tr> <tr> <td>3</td> <td>11</td> <td>SOLENT</td> <td>CIRCUIT</td> <td>NORWEST</td> </tr> </tbody> </table>			LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY	1	11	SOLENT	CIRCUIT	NORWEST	2	11	SOLENT	CIRCUIT	NORWEST	3	11	SOLENT	CIRCUIT	NORWEST
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY																		
1	11	SOLENT	CIRCUIT	NORWEST																		
2	11	SOLENT	CIRCUIT	NORWEST																		
3	11	SOLENT	CIRCUIT	NORWEST																		
If space is insufficient use additional annexure sheet																						
Surveyor's Reference: 50088 011DP																						

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)

Registered:  28.5.2020 Office Use Only

Office Use Only

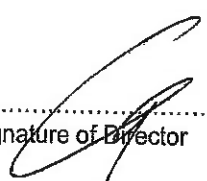
**PLAN OF SUBDIVISION OF LOT 5074 IN
 DP1003042**

DP1257111

Subdivision Certificate number: 11886
 Date of Endorsement: 22/05/20

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by
 Prime Esplanade Land Pty Ltd
 ACN 623 092 606
 in accordance with Section 127
 of the Corporations Act


 Signature of Director



ADRIAN LIAW
 NAME (please print)


 Signature of Director/Secretary

ELTON LI
 NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50088 011DP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)
 Registered: 28.5.2020	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 5074 IN DP1003042		DP1257111
Subdivision Certificate number: <u>11886</u>		This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement: <u>22/05/20</u>		
Mortgagee:		
SIGNED for and on behalf of ANZ Fiduciary Services Pty Limited by KIT LIEW		
who certifies that she/he is a		
<u>MORTGAGEE</u>		
Agency Services, of Australia and New Zealand Banking Group Limited pursuant to Power of Attorney Registered <u>BK47116227</u>		
dated <u>12/07/16</u> in the presence of:		
<u>M</u> Witness:	 Attorney	
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 50088 011DP		

ePlan

**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

Lengths are in metres:

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 Subdivision of Lot 5074 in DP 1003042
 being covered by 11886
 dated 22/05/20

Full name and address of
 owner of the land:

Prime Esplanade Land Pty Ltd
 ACN 623 092 606
 c/- Aoyuan International, Level 30, 420
 George Street, Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Support and Shelter (Whole of Lots)	Each Lot	Every Other Lot
2	Easement for Services (Whole of Lots)	Each Lot	Every Other Lot
3	Easement for Emergency Egress (Whole of Lots)	Each Lot	Every Other Lot
4	Easement for Access to Shared Facilities (Whole of Lots)	Each Lot	Every Other Lot
5	Right of Carriageway Variable Width Limited in Stratum (A)	1 2	2 1
6	Right of Footway Variable Width Limited in Stratum (B)	1 2 3	2 and 3 1 2
7	Easement for Carparking Variable Width Limited in Stratum (C)	2	1



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8	Restriction on the Use of Land	Each Lot	The Hills Shire Council
9	Restriction on the Use of Land	3	The Hills Shire Council
10	Positive Covenant	Each Lot	The Hills Shire Council
11	Restriction on the Use of Land	Each Lot	The Hills Shire Council
12	Positive Covenant	Each Lot	The Hills Shire Council
13	Restriction on the Use of Land	Each Lot	The Hills Shire Council
14	Positive Covenant	Each Lot	The Hills Shire Council
15	Positive Covenant	3	1
16	Easement for Public Access 4.55, 5 and 5.215 Wide and Variable Width Limited in Stratum (F)	1	The Hills Shire Council
17	Right of Carriageway Variable Width Limited in Stratum (A1)	1	3

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be released	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Public Access (DP876998)	5074/1003042	The Hills Shire Council



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PART 2 (Terms)

1. Terms of easement for support and shelter (whole of lot) numbered 1 in the plan

1.1 Grant of easement

The Grantor grants the Grantee an easement for subjacent and lateral support and shelter in any direction:

- (a) of those parts of the Building erected on a Lot Benefited at the date of this instrument; and
- (b) of those parts of the Building on a Lot Benefited erected in future pursuant to the Residential Works or the Retail/Commercial Works,

by those parts of the Building which provide (now and in the future) that support and shelter, but only to the extent that the parts of the Building that are constructed in the future are able to be supported by and to afford shelter to the existing structure within the Lot Burdened.

1.2 Requirements when exercising rights

The Grantee may enter and remain on the Easement Site of the Lot Burdened for the purposes of inspecting, constructing, repairing, maintaining or renewing any support and shelter to the Lot Benefited located on the Lot Burdened subject to the following conditions:

- (a) the Grantee must take all reasonable steps to minimise disturbance or damage to the Grantor and the Occupiers and contents of the Lot Burdened; and
- (b) except in the case of emergency, the Grantee must give reasonable notice to the Grantor of its intention to enter the Easement Site of the Lot Burdened.

1.3 Effect of Subdivision

If a plan of subdivision is registered and:

- (a) an easement for support and shelter is created under the Conveyancing Act or the Development Act; and
- (b) the terms of the easement created under the Conveyancing Act or the Development Act are inconsistent with the terms of this easement,

to the extent permitted by Law, the terms of the easement under this instrument prevail.


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2. Terms of easement for Services (whole of lot) numbered 2 in the Plan


2.1 Grant of easement

The Grantor grants to the Grantee and its Authorised User at all times in common with others an unrestricted right to the passage of any Services along or through Service Lines, equipment or other structures and things relating to Services:

- (a) which pass through or are situated in the Lot Burdened and service the Lot Benefited and which exist at the date of registration of the Plan; or
- (b) in respect of each of the relevant Lots Burdened, which are installed by an or on behalf of a Grantee after registration of the Plan,

and to do anything reasonably necessary for that purpose, including the right to:

- (c) utilise the existing Services and Service lines, risers and ducts constructed on the Lot Burdened for the purposes of providing Services to the Lot Benefited by connecting to and augmenting those Services and by installing Services in those Service lines, risers and ducts;
- (d) by prior agreement with the owner of the Lot Burdened (not to be unreasonably withheld or delayed) and subject to the reasonable requirements of the owner of the Lot Burdened access the Lot Burdened to install Service Lines and Services as contemplated in this easement;
- (e) with the prior agreement of the owner of the Lot Burdened (not to be unreasonably withheld and which may be subject to conditions) install or construct further Services within other Service risers or ducts within the Lot Burdened in pursuance of Residential Works or Retail/Commercial Works;
- (f) by prior arrangement with the owner of the Lot Burdened, carry out an inspection of the Services within the Lot Burdened that service the Lot Benefited; and
- (g) in order to exercise a right under this easement, subject to the owner of the Lot Benefited having complied with its obligations under this easement:
 - (i) enter the part of the Lot Burdened that is necessary to enter at such times and for as long as is agreed with the owner of the Lot Burdened;
 - (ii) take onto the Lot Burdened such equipment and tools that are necessary to enable the owner of the Lot Burdened to exercise its rights under this easement;


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- (iii) install, replace or maintain any Service;
- (iv) enter the Lot Burdened with machinery and equipment by such route as is reasonable in the circumstances and is agreed to by the owner of the Lot burdened (such agreement not to be unreasonably withheld or delayed); and
- (v) remain on the Lot Burdened for such reasonable time as may be necessary for the purpose of installing new or augmented Service Lines and Services (in locations agreed to by the owner of the Lot Burdened, acting reasonably), replacing, inspecting, cleaning, repairing, maintaining or renewing the Service Lines or Services or any part of the Service Lines or Services, and, subject to the prior agreement of the owner of the Lot Burdened (which may, in their sole discretion, be granted or withheld or granted conditionally) make such excavations or undertake such ancillary works in the Lot Burdened as may be reasonably necessary.

2.2 Requirements when exercising rights

When they exercise their rights or comply with their obligations under this easement, Grantees and its Authorised Users must:

- (a) ensure that any person carrying out works on Services or the Easement Site on their behalf is qualified to do those works; and
- (b) cause as little inconvenience as practicable to the Grantor or an occupier of a Lot Burdened;
- (c) ensure all work is done properly;
- (d) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
- (e) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition;
- (f) take precautions to ensure no damage is caused to property in the Lot Burdened, which may include making arrangements for property or vehicles to be moved while the relevant work is being performed;
- (g) except in an emergency, give the Grantor or its nominee at least 48 hours' notice of their intention to enter the Lot Burdened;
- (h) if required by the Grantor, when exercising rights or complying with obligations accompanied by and comply with the directions of the Grantor's nominee (which


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directions must be reasonable having regard to the Grantor's interests and must not unreasonably impede, fetter or prevent the exercise of the Grantee's rights under this easement);

- (i) in an emergency, give the Grantor notice of access to the Lot Burdened if practicable;
- (j) cause as little inconvenience or interruption as is practicable to Services or the usual activities carried out on a Lot Burdened; and
- (k) in respect of a Retail/Commercial Lot, not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Grantor or the occupier of the Lot Burdened (except in an emergency or if it is a specific requirement of Council or an Authority having jurisdiction over the relevant works that the Grantee carry out those works during business hours).

2.3 Effect of Subdivision

If a plan of subdivision is registered and:

- (a) an easement for Services is created under the Conveyancing Act or the Development Act; and
- (b) the terms of the easement created under the Conveyancing Act or the Development Act are inconsistent with the terms of this easement

to the extent permitted by Law, the terms of the easement under this instrument prevail.

2.4 Indemnity

The Grantee indemnifies the Grantor against all damage, expense, loss, claims or liabilities of any nature to the extent caused by the Grantee or its Authorised Users entering or performing work within the Lot Burdened, exercising rights or failing to comply with the Grantee's obligations under this easement. The Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability arises from a negligent act or omission of the Grantor.



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The Hills Shire Council

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3. Right to use fire stairs and egress (whole of lot) numbered 3 in the Plan

3.1 Grant of easement

The Grantor grants the right for the Grantee and its Authorised Users to enter and pass through those parts of the Lot Burdened necessary to exit the Lot Benefited or the Building in an emergency or for fire drill purposes.

4. Terms of easement for access to Shared Facilities (whole of lot) numbered 4 in the Plan

4.1 Grant of easement

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the full, free and unimpeded right to enter, pass and repass over and across the accessible areas of the Lot Burdened on foot and by motor vehicles for the purpose of accessing areas that allow for motor vehicle access (existing from time to time), and with or without tools and equipment for the purpose of inspecting, repairing, maintaining and replacing items that are or form part of Shared Facilities and which benefit the Lot Benefited, and the right to remain for on the Lot Burdened for such time as is reasonable or the purposed of the inspection, repair, maintenance or replacement of the Shared Facility item.

4.2 Rights of the Grantor to temporarily suspend access


The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and
- (b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

4.3 Requirements when exercising rights

When they exercise their rights under this easement, the Grantee and its Authorised Users must:

- (a) take all reasonable steps to minimise disturbance of the Grantor, the Lot Burdened and any occupier of the Lot Burdened; and


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- (b) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and
- (c) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement; and
- (d) use reasonable endeavours to ensure that its Authorised Users comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.

5. Right of Carriageway Variable Width Limited in Stratum (A) numbered 5 in the Plan

5.1 Grant of easement

A Right of Carriageway within the meaning of Schedule 8 Part 1 of the Conveyancing Act.

6. Right of Footway Variable Width Limited in Stratum (B) numbered 6 in the Plan

6.1 Grant of easement

The Grantor grants the Grantee and its Authorised Users the full and free right, with or without animals, to go, pass and repass through the Easement Site on foot at all times and for all purposes, without vehicles to and from the Lot Benefited or any part thereof.

7. Easement for Carparking Variable Width Limited in Stratum (C) numbered 7 in the Plan

7.1 Grant of easement


The Grantor grants the right for the Grantee and its Authorised Users to enter and pass, remain within and repass through the Easement Site for the purposes of accessing and using the car spaces on the Lot Burdened including the use of the lift and stairs as required within the Easement Site.

7.2 Requirements when exercising rights.

When they exercise their rights under this easement, the Grantee and its Authorised Users May do so only between the hours of 6.30pm and midnight.

7.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security devices. The Grantor agrees to provide the Grantee with security


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access devices as necessary (at the Grantee's cost) to allow the Grantee to exercise rights and comply with obligations under this easement.

7.4 Costs

The Grantor and the Grantee acknowledge and agree that the rights granted under this easement are subject to the obligations of the Grantee to pay for the car parking use in accordance with the Management Statement.

8. Restriction on the Use of Land numbered 8 in the Plan

8.1 Terms of Restriction

No habitable/ occupied building space shall be constructed on the lot/s hereby burdened unless located above the Probable Maximum Flood level of RL 76.3 AHD associated with Norwest Lake complying with the requirements of The Hills Shire Council and in accordance with the Stormwater Management Report prepared by van der meer dated 10 September 2015 and submitted in support of Development Consent 1395/2016/JP (as amended).

9. Restriction on the Use of Land numbered 9 in the Plan

9.1 Terms of Restriction


- (a) The Grantor shall not make or permit or suffer the making of any alterations or additions to the residential accommodation (including, but not limited to, individual units within a residential flat building or multi dwelling housing development) which is, or shall be, constructed on the Lot Burdened that will result in the creation of additional bedrooms.
- (b) The number of bedrooms within each dwelling/unit is shown on the plans/details approved by the Joint Regional Planning Panel (Sydney West Region), now known as the Sydney Central City Planning Panel as Development Consent DA 1395/2016/JP, a copy of which is held at Council.

10. Positive Covenant numbered 10 in the Plan

10.1 Definitions

In this covenant the expressions defined in this clause shall have the meanings ascribed to them unless the context otherwise requires:

- (a) **Prescribed Authority** means The Hills Shire Council and any local government Council with which that Council may merge and any other Prescribed Authority


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within the meaning of Section 88E of the Conveyancing Act 1919 which may be responsible for the removal of Waste from the Lot Burdened.

- (b) **Contractor** means any entity engaged by the Prescribed Authority to remove waste from the land burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority.
- (c) **Owners Corporation** means an owners corporation as defined in the Strata Schemes Management Act 1996 NSW or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 NSW, as the case may be.
- (d) **Waste** includes any garbage, recyclables, vegetable or other materials which the registered proprietor or any user or occupier of the land burdened (or where such proprietor is an Owners Corporation, the registered proprietor of any lot in that scheme) leaves out for collection (whether in bins or otherwise) by the Prescribed Authority or the Contractor.

10.2 Terms of Positive Covenant


The Grantor must permit the Prescribed Authority and the Contractor to enter upon the Lot Burdened with or without vehicles for the purpose of the removal of Waste and to remain upon such land for a reasonable time for the purpose of such removal.

10.3 Right to make a claim

The Grantor cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Lot Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause 10.2.

10.4 Indemnity

The Grantor indemnifies the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 10.2 except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be.


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11. Restriction on the Use of Land numbered 11 in the Plan

11.1 Terms of Restriction


- (a) The Grantor shall not make or permit or suffer the making of any alterations to any onsite stormwater detention system which is, or shall be, constructed on the Lot Burdened without the prior consent in writing of the Council.
- (b) The onsite stormwater detention system is detailed on the plans approved by AED Group by way of the following Construction Certificates:
 - (i) Construction Certificate Ref No. 7769-01-2018-CC dated 13 June 2018; and
 - (ii) Construction Certificate Ref No. 7769-02-2018-CC dated 13 June 2018.
- (c) The expression "onsite stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace "credit" is claimed against the storage volumes) and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage.

12. Positive Covenant numbered 12 in the Plan

12.1 Terms of Covenant

The Grantor of the Lot Burdened will in respect of the onsite stormwater detention system:

- (a) keep the onsite stormwater detention system clean and free from silt, rubbish and debris;
- (b) maintain and repair at the sole expense of the Grantor the whole of the onsite stormwater detention system so that it functions in a safe and efficient manner;
- (c) permit the Council or its Authorised Agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and
- (d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.


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General Manager/Authorised Delegate

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12.2 Council Powers

Pursuant to Section 88F(3) of the Conveyancing Act the Council shall have the following additional powers:


- (a) in the event that the Grantor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its Authorised Agents may enter the Lot Burdened with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to above; and
- (b) the Council may recover from the Grantor in a court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under clause 12.2(a). Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in clause 12.2(a), supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Conveyancing Act or providing any certificate required pursuant to Section 88G of the Conveyancing Act or obtaining any injunction pursuant to Section 88H of the Conveyancing Act.

This covenant shall bind all persons who are of claim under the Grantor as stipulated in Section 88E(5) of the Conveyancing Act.

13. Restriction on the Use of Land numbered 13 in the Plan

13.1 Terms of Restriction

- (a) The Grantor shall not make or permit or suffer the making of any alterations to any stormwater treatment measures/ water sensitive urban design elements which is, or shall be, constructed on the Lot Burdened without the prior consent in writing of the Council.
- (b) The stormwater treatment measures/ water sensitive urban design elements is detailed on the plans approved by AED Group by way of the following Construction Certificates:


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- (i) Construction Certificate Ref No. 7769-01-2018-CC dated 13 June 2018; and
- (ii) Construction Certificate Ref No. 7769-02-2018-CC dated 13 June 2018.
- (c) The expression "stormwater treatment measures/ water sensitive urban design elements" means the infiltration systems, porous pavement, sediment basins, bioretention swales, bio-retention basins, rain gardens, landscaped or vegetated swales, vegetated buffers, swale/ buffer systems, sand filter, wetlands, ponds, retarding basins, aquifer storage and recovery, rainwater reuse tanks, stormwater reuse tanks, gross pollutant traps, pit inserts, silt/ oil arrestors or other proprietary products including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins or surfaces graded to direct stormwater to the stormwater treatment measures/ water sensitive urban design elements.

14. Positive Covenant numbered 14 in the Plan

14.1 Terms of Covenant

The Grantor covenant as follows with the Council benefited in respect to the stormwater treatment measures/ water sensitive urban design elements constructed and/ or installed on the Lot Burdened, that they will:

- (a) keep the stormwater treatment measures/ water sensitive urban design elements clean and free from silt, rubbish and debris;
- (b) maintain and repair the stormwater treatment measures/ water sensitive urban design elements at the sole expense of the Grantor, so that it functions in a safe and efficient manner, in accordance with the manufacturers recommended requirements and/ or the "maintenance and procedures operational plan" as approved by AED Group by way of the following Construction Certificates:
 - (i) Construction Certificate Ref No. 7769-01-2018-CC dated 13 June 2018; and
 - (ii) Construction Certificate Ref No. 7769-02-2018-CC dated 13 June 2018,a copy of this plan is available to all owners and occupiers of the Lot Burdened.
- (c) for the purposes of ensuring observance of this covenant, permit the Council to enter the land and inspect the condition of the stormwater treatment measures/ water sensitive urban design elements and the state of construction, maintenance or repair of the stormwater treatment measures/ water sensitive urban design elements, for compliance with the requirements of this covenant.


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- (d) notify Council after each programmed maintenance inspection.
- (e) comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the stormwater treatment measures/ water sensitive urban design elements and to that extent Section 88F(2)(a) of the Conveyancing Act is hereby agreed to be amended accordingly.

14.2 Power of Council

Pursuant to Section 88F(3) of the Conveyancing Act the Council shall have the following additional powers pursuant to this covenant:

- (a) In the event that the Grantor fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the Lot Burdened with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to above; and
- (b) The Council may recover from the Grantor in a court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under clause 14.2(a). Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work.
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs, charges and expenses of registration of a covenant charge pursuant to Section 88F of the Conveyancing Act or providing any certificate required pursuant to Section 88G of the Conveyancing Act or obtaining any injunction pursuant to Section 88H of the Conveyancing Act.

This covenant shall bind all persons who are of claim under the Grantor as stipulated in Section 88E(5) of the Conveyancing Act.


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General Manager/Authorised Delegate

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15. Positive Covenant numbered 15 in the Plan

15.1 Terms of Positive Covenant

The Grantor must refrain from charging, objecting to, procuring the removal of or removing any motor vehicle parked in the Dual Car Spaces by the Grantee and its Authorised Users during the following hours:

- (a) 6.30 pm to 12.00 midnight of each and every Monday to Friday (inclusive) not being a day declared as a public holiday in the state of New south Wales; and
- (b) 7.00 am to 12.00 midnight of each and every Saturday, Sunday and any day declared as a public holiday in the state of New south Wales,

(Restricted Hours).


15.2 Access to the Dual Car Spaces

The Grantor and the Grantee acknowledge that the obligations of the Grantor under this positive covenant are subject to:

- (a) the rules and procedures regulating the use of the car park as determined from time to time by the Building Management Committee and as set out within the Management Statement and by-laws (if applicable); and
- (b) the Grantors right (where applicable) to regulate Dual Car Spaces by security devices.

15.3 Continuing rights of the Lot Burdened

- (a) Nothing in the positive covenant shall be construed to restrict the Grantor and its Authorised Users from parking their motor vehicles in the Dual Car Space(s) of their respective lots during the Restricted Hours if at that time such Dual Car Space(s) are not occupied by motor vehicles of the Grantee.
- (b) Nothing in the positive covenant shall be construed to entitle and permit any Grantor and its Authorised Users charging, objecting to, procuring removal of or removing any motor vehicle parked in the Dual Car Space(s) of the Lot Burdened by the Grantor and its Authorised Users during the Restricted Hours.


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16. Easement for Public Access 4.55, 5 and 5.215 Wide and Variable Width Limited in Stratum (F) numbered 16 in the Plan

The full and free right for the body in whose favour this easement is created, and its Authorised Users, to go, pass and repass at all times and for all purposes over that part of the Lot Burdened designated (F) on the Plan.

17. Right of Carriageway Variable Width Limited in Stratum (A1) numbered 17 in the Plan

17.1 Grant of easement

A Right of Carriageway within the meaning of Schedule 8 Part 1 of the Conveyancing Act.

18. Name of persons empowered to release, vary or modify easement, positive covenant and/or restriction on use numbered 1-7, 15 and 17 in the Plan

The beneficiary of the benefit created by the Instrument but only to the extent its Lot is benefited.

19. Name of persons empowered to release, vary or modify easement, positive covenant and/or restriction on use numbered 8-14 and 16 in the Plan

The Council.

20. Interpretation

20.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Authorised User(s) means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes, without limitation, the tenants, lessees, sub-lessees, employees, agents, contractors, subcontractors (of any tier), licensees and invitees of the Grantee.

Authority means any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality and any private electricity, telecommunications, gas or other utility company having statutory rights.

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General Manager/Authorised Delegate

The Hills Shire Council

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Lengths are in metres:

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Subdivision of Lot 5074 in DP 1003042
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dated 22/05/20

Building means the mixed use building constructed or to be constructed at 11 Solent Circuit, Norwest comprising residential, commercial and retail components, known as Esplanade.

Building Management Committee means any building management committee for the Building constituted under a Management Statement.

Conduits means all plant and apparatus or any one or more apparatus necessary for the transmission of Services, including but not limited to channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, tanks, pits and traps.

Conveyancing Act means the *Conveyancing Act 1919*.

Council means The Hills Shire Council and its successors.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Development Approval means the notice of determination by Council of development application no. 1395/2016/JP, as varied, modified or replaced from time to time (including after registration of the Plan).

Dual Car Space(s) means the car spaces located on the basement level parking of the Building within lot 2 of the Plan.

Easement Site means in relation to an easement in this easement instrument:

- (a) the site of an easement on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

Grantee means:

- (a) the owner of an estate in fee simple or mortgagee in possession of a Lot Benefited;
- (b) Authorised Users (where the context permits);
- (c) owners corporation of a strata scheme in respect of a Lot Benefited; and
- (d) an Authority benefited.

Law means:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales; and


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General Manager/Authorised Delegate

The Hills Shire Council

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- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction over the Lot Burdened.

Lot Benefited means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

Lot Burdened means a lot burdened by an easement, positive covenant or restriction in this instrument.

Management Statement means a building management statement (pursuant to Part 23 Division 3B of the Conveyancing Act) or statement (pursuant to Part 6 Division 1 of the Development Act) registered in respect of the Building.

Plan means the plan of subdivision to which this Instrument relates.

Residential Lots means lot 3 in the Plan.

Retail/Commercial Lots means lots 1 and 2 in the Plan.


Residential Works means the development and construction works (and all works ancillary to them, including fitout works) to be undertaken by the owner or owners of the Residential Lots for the development of the components of the Building within those lots as contemplated in the Development Approval or any other development approval from Council (or other Authority having jurisdiction) relating to the works to be undertaken in the Residential Lots (including after registration of the Plan), or as agreed to by the Grantor.

Retail/Commercial Works means the development and construction works (and all works ancillary to them, including fitout works) to be undertaken by the owner or owners of the Retail/Commercial Lots for the development of the retail and commercial components of the Building within those lots as contemplated in the Development Approval or any other development approval from Council (or other Authority having jurisdiction) relating to the works to be undertaken in each of the Retail/Commercial Lots, or as agreed to by the Grantor.

Service Lines means:

- (a) any pipes, Conduits, ducts, wires and cables required for the transmission, operation and functioning of Services or in connection with Services; and
(b) penetrations of slabs and other structures between the Lot Benefited and the Lot Burdened and within the Lot Burdened.

Services includes:


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- (a) the supply of water, gas, electricity or artificially heated or cooled air; and
- (b) systems for the exhaust of smoke, odours and fumes and the supply of air; and
- (c) the provision of sewerage and drainage and stormwater drainage; and
- (d) telephone, radio, television or other means of communication or transmission; and
- (e) mechanical ventilation systems and fire and emergency systems; and
- (f) garbage disposal systems;
- (g) security systems including monitoring, lighting, closed circuit television video and audio systems; and
- (h) any other facility, supply or transmission including all other services of whatever kind as are or may be reasonably necessary from time to time for use of the Lot Benefited and all buildings and structures erected on or within the Lot Benefited.

Shared Facility means a Shared Facility as defined and described in the Management Statement.

Waste means any garbage, recyclables, vegetable or other materials which the Grantor or its Authorised Users of the Lot Burdened leaves out for collection (whether in bins or otherwise) by the Grantee or its Authorised Users.

20.2 References to certain terms

Unless a contrary intention appears, a reference in this instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a Law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of similar kind.

20.3 Headings

Headings do not affect the interpretation of this instrument.


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General Manager/Authorised Delegate

The Hills Shire Council

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20.4 Positive covenants and maintenance requirements

A requirement in an easement that requires a Grantee or Grantor to maintain or repair and Easement Site or anything in an Easement Site is a positive covenant according to section 88BA of the Conveyancing Act.

21. Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

22. Complying with this instrument and the Management Statement

22.1 Obligations of Grantees and Grantors

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this Instrument.

22.2 Obligations for Authorised Users

For each easement, positive covenant and restriction on use in this instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the instrument when they exercise their rights or comply with their obligations under the Instrument.

22.3 Complying with the Management Statement

For each easement, positive covenant or restriction on use in this instrument, the Grantee who is required to comply with the Management Statement must:

- (a) comply with a Management Statement; and


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General Manager/Authorised Delegate

The Hills Shire Council

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Subdivision of Lot 5074 in DP 1003042

being covered by 11886

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(b) use reasonable endeavours to ensure that its Authorised Users comply with the Management Statement.

23. Effect of the Management Statement

23.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this instrument.

23.2 Requirements about making rules

If the Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or its Authorised User, the rules must be consistent with the easement, covenant or restriction and a Management Statement. A Management Statement prevails to the extent of any inconsistency.

23.3 Costs regulated under a Management Statement

If a Management Statement regulates the apportionment of costs in relation to an easement, Easement Site, positive covenant or restriction on use and there is an inconsistency between the apportionment of costs and the Management Statement, the Management Statement prevails to the extent of the inconsistency.

23.4 Complying with obligations

If a Management Statement allocates responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (e.g. the obligation is imposed on a Building Management Committee), the Management Statement prevails to the extent of the inconsistency. However, the relevant Grantor or Grantee must use their reasonable endeavours to ensure that the person complies with these obligations.


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General Manager/Authorised Delegate

The Hills Shire Council

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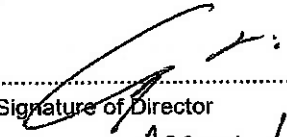
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Subdivision of Lot 5074 in DP 1003042
being covered by 1/886
dated 22/05/20

Executed by Prime Esplanade Land Pty)
Ltd ACN 623 092 606 in accordance with)
section 127 of the Corporations Act 2001)
(Cth) by:)
)

Signature of Director


ADRIAN LIAW

Name (please print)

Signature of Director/Secretary


ELTON LI

Name (please print)

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Lengths are in metres:

Plan:

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Subdivision of Lot 5074 in DP 1003042
being covered by 11886
dated 22/05/20

The Common Seal of The Hills Shire
Council was affixed on 21st May 2020 in
the presence of
DR MICHELLE BYRNE
and
MICHAEL EDGAR:



Michelle Byrne
Signature

DR MICHELLE BYRNE - MAYOR
Signatory full name and title

Michael Edgar
Signature

MICHAEL EDGAR - GENERAL MANAGER
Signatory full name and title

MS

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Lengths are in metres:

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Subdivision of Lot 5074 in DP 1003042
being covered by 11886
dated 22/05/20

Mortgagee:

SIGNED for and on behalf of ANZ
Fiduciary Services Pty Limited by

KIT LIEW

who certifies that she/he is a

M.A.M.A.C.B.A.

Agency Services, of Australia and
New Zealand Banking Group Limited
pursuant to Power of Attorney
Registered *304711 140227*

dated *12/7/16* in the presence of:

M.
.....
Witness:

[Signature]
.....
Attorney

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REGISTERED



28.5.2020



PLANNING CERTIFICATE UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED.

Certificate Number: **106514**
Reference: 2001246:168287
Issue Date: 25 June 2020
Receipt No: 6318109
Fee Paid: \$ 53.00

ADDRESS: Building B 713/11 Solent Circuit, NORWEST NSW 2153
DESCRIPTION: Lot 150 SP 99882

The land is zoned:
Zone B2 Local Centre
Zone SP2 Infrastructure

The following prescribed matters apply to the land to which this certificate relates:

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act, the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2000.

PLEASE NOTE: THIS CERTIFICATE IS AUTOMATICALLY GENERATED. IT MAY CONTAIN EXCESSIVE SPACES AND/OR BLANK PAGES.

