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notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

- 3.5 For each Easement in this Instrument, the Grantee must::
  - (a) comply with a Strata Management Statement [including any architectural code and shared facilities code adopted according to a Strata Management Statement]; and
  - (b) use reasonable endeavours to ensure that its Authorised Users comply with a Strata Management Statement [including any architectural code and shared facilities code adopted according to a Strata Management Statement.]
- 4. Effect of the strata management statement
- 4.1 Clauses 4.2 and 4.3 apply to each Easement in this Instrument.
- 4.2 If a Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or Authorised User, the rules must be consistent with the Easement and a Strata Management Statement. A Strata Management Statement prevails to the extent of any inconsistency.
- 4.3 If a Strata Management Statement regulates the apportionment of costs in relation to an Easement or Easement Site and there is an inconsistency between the apportionment of costs and a Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

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#### **Easements**

- 1. Terms of Easement for Access (A) (Whole Lot) numbered 1 in the Plan
- 1.1 This Easement benefits:
  - (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
  - (b) any Authorised User.
- 1.2 The Grantee and any Authorised User may:
  - (a) on foot; and
  - (b) with a vehicle pass and repass across that part of the Lot Burdened by this easement, with or without any tools, containers, equipment or other such items, to get to or from the Lot Benefited and to or from any shared garbage rooms, shared services, facilities, rooms and associated conduits situated on the Lot Burdened.
- 1.3 In exercising the right referred to in clause 1.2, the Grantee and any Authorised User must severally:
  - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened;
  - (c) make good any collateral damage;
  - (d) make sure that any fire doors are kept securely shut after passing across that part of the Lot Burdened to get to or from the Lot Benefited; and
  - (e) clean any dirt, spillage or other matter caused by them.
- 1.4 The Grantor and the Grantee must keep and maintain in good and substantial repair order and condition that part of the Lot Burdened by this easement and must carry out any works that are reasonable necessary including constructing placing

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repairing or maintaining trafficable surfaces, walkways or structures to ensure that the right of access are suitable for use.

- 1.5 In the event the Grantor fails to comply within a reasonable time with the provisions of clause 1.4, the Grantee may do anything reasonably necessary to ensure the right of access is suitable for use including:
  - (a) entering the Lot Burdened; and
  - (b) taking anything on to the Lot Burdened,

as reasonably required for the purposes of carrying out work on or within the right of access including constructing, placing, repairing or maintaining trafficable surfaces, walkways or structures.

- 2. Terms of Easement for Services (B) (Whole Lot) numbered 2 in the Plan
- 2.1 The Grantee may:
  - (a) pass Services existing as at the date of registration of this Plan supplied to the Grantee through each Lot Burdened; and
  - (b) do anything reasonably necessary for that purpose, including:
    - (1) entering the Lot Burdened; and
    - (2) taking anything on to the Lot Burdened; and
    - (3) carrying out work, such as installing, construction, placing and repairing Conduits, Structures and equipment in connection with the Services.
- 2.2 In exercising those powers, the Grantee must:
  - (a) comply with the approvals and requirements of any governmental agencies and with the reasonable requirements of the Grantor when carrying out works; and
  - (b) ensure all work is done properly; and
  - (c) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened:

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- (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it, and
- (e) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (f) make good any collateral damage; and
- (g) obey all reasonable directions of the Grantor and any occupier of the Lot Burdened.
- 3. Terms of Easement for Fire Stairs and Passages (C) (Whole of Lot) numbered 3 in the Plan
- 3.1 The Grantee and any Authorised User may pass and repass across the Lot Burdened by foot only and only for the permitted purpose of getting to or from the Lot Benefited in an emergency or fire or for fire drill purposes.
- 3.2 In exercising the rights under clause 3.1, the Grantee must:
  - (a) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (c) make good any collateral damage.
- 4. Terms of Easement for Drainage 2 Wide and Variable (D) (Limited in Stratum) numbered 4 in the Plan
- 4.1 The Grantee may:
  - (a) drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities in conduits through each Lot Burdened, but only within the site of this easement; and
  - (b) may do anything reasonably necessary for that purpose, including:
    - entering the Lot Burdened; and
    - (2) taking anything on to the Lot Burdened; and
    - (3) using any existing line of conduits; and

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- (4) carrying out works, such as constructing, placing or repairing conduits and equipment.
- 4.2 In exercising those powers, the Grantee must:
  - (a) ensure all work is done properly; and
  - (b) cause as little inconvenience as is practicable to the Owner of the Lot Burdened and any occupier of the Lot Burdened, and
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (d) restore the Lot Burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
- 5. Terms of Easement for Services Variable Width (E) (Limited in Stratum) numbered 5 in the Plan
- 5.1 The Grantee and its Authorised Users may enter the Lot Burdened for the purpose of accessing and maintaining Services within the Easement Site.
- 5.2 The Grantee must keep the Services in good repair and safe condition.
- 5.3 In exercising its rights under this Easement the Grantee and its Authorised Users must:
  - (a) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of the any person authorised by it to exercise the rights granted under this Easement;
  - (b) ensure all work is done properly and in a good and workmanlike manner; and
  - (c) ensure that the work is fit for purpose and safe; and
  - (d) cause as little interference as is practicable to the Grantor and any occupier of the Lot Burdened; and
  - (e) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and

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- (f) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
- (g) make good any collateral damage; and
- (h) ensure that any Authorised User must at all times while in or on the Lot Burdened identify itself to the Grantor or the Grantor's nominee upon demand by the Grantor or the Grantor's nominee.
- 6. Terms of Easement for Support Variable Width (F) (Limited in Stratum) numbered 6 in the Plan
- 6.1 The Grantor grants to the Grantee the right for the Lot Benefited to be supported by the Lot Burdened to the extent that the Lot Benefited derives support from the Lot Burdened on the conditions set out in this Easement.
- 6.2 The Grantor must, at its own cost, maintain and repair the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefited at all times by, amongst other things, ensuring that the support (including any membrane that provides support to the Lot Benefited) is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.
- 6.3 The Grantor may have obligations under a Strata Management Statement [and any shared facilities code adopted under a strata management statement] regarding the operation, maintenance, use and cost apportionment for the Easement Site and the facilities in the Easement Site. In complying with these obligations, the Grantor and its Authorised Users must comply with any requirement in a Strata Management Statement.
- 6.4 If the Grantor does not maintain the support provided by the Lot Burdened to the Lot Benefited as required under clause 6.2, the Grantee may (without limiting or prejudicing the Grantee's right to make a claim against the Grantor for failing to comply with its obligations), at the cost of the Grantor, do anything reasonably necessary for the purpose of exercising its rights under this Easement, including:
  - (a) carrying out work on the Lot Burdened to ensure that support is maintained to the Lot Benefited, including additional supporting works reasonably necessary; and
  - (b) entering the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.

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- 6.5 In exercising its rights under this Easement the Grantee must:
  - (a) ensure that all work is done properly; and
  - (b) cause as little interference as reasonably practicable to the Grantor or to any Occupier;
  - (c) cause as little damage as is reasonably practicable to the Lot Burdened and any improvements on it; and
  - (d) if material damage (being material damage arising because the Grantee has not complied with paragraphs (a), (b) or (c) of this clause 6.5) is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
- 6.6 Except when urgent work is required, the Grantee must:
  - (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened; and
  - (b) only enter the Lot Burdened during times reasonably agreed with the Grantor; and
  - (c) comply with the reasonable directions of the Grantor (which term, for the purposes of this clause 6.6(c) includes an Owners Corporation but does not include any lessee under a lot lease in a Strata Scheme registered in respect of the Lot Burdened) relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee.
- 6.7 Subject to clause 6.9, the Grantor releases and indemnifies, and keeps indemnified, the Grantee, the Council or relevant Authority, as the case may be, from and against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, the Council or relevant Authority that is caused by the support malfunctioning or not working or by reason of the Grantee, carrying out the repairs or maintenance works contemplated under clause 6.4, including:
  - (a) all costs incurred by the Grantee under clause 6.4; and
  - (b) loss or damage to the property of the Grantee, Council or relevant Authority; and

(c) damage, expense, loss or liability in respect of loss or damage to any other property; and

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- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.
- 6.8 The Grantor's release and indemnity under clause 6.7 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.
- 7. Terms of Easement for Access & Maintenance (G) (Limited in Stratum) numbered 7 in the Plan
- 7.1 Subject to clause 7.3 the Grantee may:
  - (a) by any reasonable means pass across and access the Lot Benefited from the Lot Burdened to inspect, maintain, renovate, repair, replace, construct and carry out work on the water membrane system and other parts of the building situated within the Lot Benefited, access to which is not otherwise reasonably able to be obtained other than from the Lot Burdened;
  - (b) dig up any surface or structure on or in the Lot Burdened to do anything contemplated by clause 7.1(a);
  - (c) take anything on to the Lot Burdened including any vehicles, equipment and materials as may be reasonably necessary for such purpose;
  - (d) carry out any of the above work and any associated works for such purpose.
- 7.2 In exercising the rights referred to in clauses 7.1 the Grantee must:
  - (a) obtain all necessary consents from all relevant government agencies; and
  - (b) ensure all work is done properly; and
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
  - (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works; and
  - (e) make good any collateral damage; and
  - (f) not do anything which will in any way detract from the stability of any structure contained within or placed upon the Lot Burdened.

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## 7.3 The Grantee must:

- (a) give the Grantor at least one weeks' written notice before entering the Lot Burdened for the purposes set out in clause 7.1. However, in the event of an emergency no notice is required;
- (b) co-ordinate access and all work within the Lot Burdened with the Grantor;
- (c) cause as little inconvenience to the Grantor and other users of the Lot Burdened as is practicable in the circumstances;
- (d) ensure that vehicular access across the Lot Burdened is reasonably maintained at all reasonable times.
- 7.4 The Grantor must not do or allow anything to be done to damage or interfere with the roof membrane or other parts of the building.
- 8. Terms of Easement for Overhanging Structure 0.7 Wide (H) (Limited in Stratum) numbered 8 in the Plan
- 8.1 The Grantee may at its expense go on to that part of the Lot Burdened as is reasonably required for the purposes of this clause 8.1 and install an architectural embellishment, awning or balcony on those parts of the Lot Burdened subject to the terms of this easement on the conditions that:
  - the Grantee must obtain the Grantor's prior written approval to the construction plans, such approval not to be unreasonably withheld, but may be subject to reasonable conditions;
  - (b) the Grantee carries out all or any part of the works as expeditiously as practicable having regard to the nature of the work being carried out by the Grantee and without interruption once those works are commenced; and
  - (c) the Grantee obtains, and carries out all or any part of the works in accordance with, all relevant approvals from any Governmental Authority.

## 8.2 The Grantee:

(a) may insist that the parts of the architectural embellishment, awning or balcony on the Lot Benefited constructed in accordance with this easement which, at the date the certificate of occupancy was issued for the architectural embellishment, encroached on the Lot Burdened remain;

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- (b) must keep the architectural embellishment, awning or balcony in good repair and safe condition; and
- (c) may do anything reasonably necessary for those purposes; including:
  - (1) entering the Lot Burdened;
  - (2) taking anything on to the Lot Burdened; and
  - (3) carrying out work.
- 8.3 In exercising those powers, the Grantee must:
  - (a) ensure that all work is done properly;
  - (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (c) restore the Lot Burdened to its former condition; and
  - (d) make good any collateral damage.
- 8.4 The Grantee may:
  - (a) only do a thing under this easement within the site of this easement and where necessary for the installation or repair of the architectural embellishment, awning or balcony the areas immediately adjacent to the site of this easement; and
  - (b) not use this easement other than for the installation and repair of the architectural embellishment, awning or balcony.
- 8.5 This Easement for encroachment automatically extinguishes when the architectural embellishment, awning or balcony the subject of the certificate of occupancy referred to in clause 8.2(a) on the Lot Benefited is removed, other than where the architectural embellishment is removed for the purposes of repair of the architectural embellishment, awning or balcony.
- 8.6 The Grantor must not do or allow anything to be done to damage or interfere with the architectural embellishment, awning or balcony.
- 9. Terms of Easement for Construction Purposes Variable Width (J) (Limited in Stratum) numbered 9 in the Plan

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- 9.1 The Grantee may:
  - (a) use that part of the Lot Burdened indicated on the plan for the purpose of carrying out all necessary construction work on, or on any structure on, the site of the Easement on the Lot Benefited in order to construct the building on the Lot Benefited which cannot otherwise reasonably be carried out; and
  - (b) do anything reasonably necessary for that purpose, including:
    - (1) entering into the Lot Burdened;
    - (2) taking anything onto the Lot Burdened;
    - (3) installing, keeping and using any scaffolding, plant, equipment and machinery on the Lot Burdened; and
    - (4) retaining the footings of cranes, the tower and support structures for the cranes and other equipment and machinery on the Lot Burdened.
- 9.2 In exercising those powers, the Grantee must:
  - (a) ensure that all work on the Lot Benefited is done properly and carried out as quickly as is practicable; and
  - (b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and
  - ensure that access through the Lot Burdened is maintained or alternate access is provided which does not unreasonably inconvenience any occupier of the Lot Burdened; and
  - (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it. and
  - (e) make good any collateral damage.
- 9.3 If:
  - (a) the Grantee has failed to carry out a responsibility imposed by this Easement; and
  - (b) the Grantor has notified the Grantee in writing of such failure; and

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(c) the Grantee has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 9.3(b) (such time to be reasonable) and if no time is specified, within 20 business days,

the Grantor may, acting reasonably, take all lawful steps necessary to ensure that the responsibility is carried out and may recover any expense reasonably incurred by the Grantor from the Grantee.

- 9.4 This easement will cease to have effect on the date which is six (6) months after the registration of the strata plan for last building constructed on the Lot Benefited.
- 9.5 The Grantee must provide the Grantor with a copy of the final occupation certificate within 10 to 15 business days of the date of the final occupation certificate of the last building constructed on the Lot Benefited.
- 10. Easement for Support and Shelter (K) (Whole of Lot) numbered 10 in the Plan
- 10.1 The Grantor grants the Grantee the full, free and unimpeded right to have each and every part of any building or structure within the Lot Benefited supported, upheld and maintained vertically and horizontally by the soil of (where applicable), and each structure on, the Lot Burdened or any part of it which is capable of affording support.
- 10.2 In this easement, structure includes floors, steps and staircases, brick walls, the ends of flooring boards, joists, bearers, columns, iron, steel, timber, reinforced concrete and other materials already inserted or to be inserted and or used in the structure of any part of any building or structure on the Lot Benefited.
- 10.3 The Grantor grants the Grantee the right of shelter:
  - (a) by all such other parts of any building or structure on the Lot Burdened as are capable of affording shelter; and
  - (b) of all such other parts of any building or structure on the Lot Benefited as are capable of being sheltered by the building or structure on the Lot Burdened.

#### 11. Positive Covenant

- 11.1 The Grantor must maintain the support referred to in clause 6 of this Instrument at all times by, amongst other things, ensuring that the support is regularly inspected, maintained, repaired and kept in a sound structural condition.
- 11.2 If a Grantor does not maintain the support provided by the Lot Burdened to the Lot Benefited as required under clause 11.1 of this Instrument, the Grantee, in its

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

- (a) carry out work on the Lot Burdened to ensure that support is maintained to the Lot Benefited including additional supporting works reasonably necessary; and
- (b) enter the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 11.3 In exercising its rights under this public positive covenant, the Grantee must:
  - (a) ensure that all work is done properly;
  - (b) cause as little interference as practicable to the Occupier of the Lot Burdened;
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
  - (d) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
- 11.4 Except when urgent work is required, the Grantee must:
  - (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
  - (b) enter the Lot Burdened only between the hours of 9:00 am to 5:00 pm on Monday to Fnday or dunng other times reasonably agreed by the Grantor; and
  - (c) comply with the reasonable directions of the Grantor (which term for the purposes of this clause 11.4(c)) does not include any lessee under a lot lease in a leasehold strata scheme registered (in respect of the Lot Burdened) under the Act) relating to any security arrangements in place in respect of the Lot Burdened intended to be entered by the Grantee.
- 11.5 The Grantor releases and indemnifies and keeps indemnified the Grantee (if the Grantee is an Authority), the Council or relevant Authority as the case may be against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the support, malfunctioning or not working or by reason of the Grantee, carrying out the repairs or maintenance works contemplated under clause 11.2 including:

(a) \_all costs incurred by the Grantee under clause 11.2;

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- (b) loss or damage to the property of the Grantee, Council or relevant Authority;
- damage, expense, loss or liability in respect of loss or damage to any other property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.
- 11.6 The Grantor's release and indemnity under clause 11.5 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.
- 11.7 This public positive covenant extinguishes to the extent that the Easement for Support (F) numbered 6 in the Plan is extinguished.
- 12. Terms of Easement for Visitor Parking Variable Width (L) (Limited in Stratum) numbered 12 in the Plan
- 12.1 Subject to clause 12.2, the site of the easement may be used for the parking of the vehicles of visitors to occupants of Knox on Bowman and Stonecutters.
- 12.2 The areas designated as visitor parking are for the exclusive use of visitors to occupants or tenants of Knox on Bowman until the date an occupation certificate is issued for Stonecutters.
- 12.3 The site of the easement may only be used for the parking of visitors' vehicles and for no other purpose.

## 13. Positive Covenant

- 13.1 The Grantor must maintain the drainage conduits and equipment referred to in clause 4 of this Instrument at all times by, amongst other things, ensuring that the conduits and equipment are regularly inspected, maintained, repaired and kept in a sound condition.
- 13.2 If a Grantor does not maintain the drainage conduits and equipment provided by the Lot Burdened to the Lot Benefited as required under clause 13.1 of this Instrument, the Grantee, in its absolute discretion, may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:
  - (a) carry out work on the Lot Burdened to ensure that the drainage conduits and equipment is maintained to the Lot; and

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- (b) enter the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 13.3 In exercising its rights under this public positive covenant, the Grantee must:
  - (a) ensure that all work is done properly;
  - (b) cause as little interference as practicable to the Occupier of the Lot Burdened;
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
  - (d) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
- 13.4 Except when urgent work is required, the Grantee must:
  - (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
  - (b) enter the Lot Burdened only between the hours of 9:00 am to 5:00 pm on Monday to Friday or during other times reasonably agreed by the Grantor; and
  - (c) comply with the reasonable directions of the Grantor (which term for the purposes of this clause 13.4(c)) does not include any lessee under a lot lease in a leasehold strata scheme registered (in respect of the Lot Burdened) under the Act) relating to any security arrangements in place in respect of the Lot Burdened intended to be entered by the Grantee.
- 13.5 The Grantor releases and indemnifies and keeps indemnified the Grantee (if the Grantee is an Authority), the Council or relevant Authority as the case may be against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the drainage conduits and equipment, malfunctioning or not working or by reason of the Grantee, carrying out the repairs or maintenance works contemplated under clause 13.2 including:
  - (a) all costs incurred by the Grantee under clause 13.2;
  - (b) loss or damage to the property of the Grantee, Council or relevant Authority;

 (c) damage, expense, loss or liability in respect of loss or damage to any other property; and

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- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.
- 13.6 The Grantor's release and indemnity under clause 13.5 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.
- 13.7 This public positive covenant extinguishes to the extent that the Easement for Drainage (D) numbered 4 in the Plan is extinguished
- 14. Terms of Easement for Crane Jib Swing Variable Width (M) (Limited in Stratum) numbered 14 in the Plan
- 14.1 The Grantee:
  - (a) may have its crane jib overhang the Lot Burdened during the period of the works to be carried out on the Lot Benefited; and
  - (b) must keep the crane jib in good repair and safe condition.
- 14.2 In exercising those powers, the Grantee must:
  - (a) comply with the approvals and requirements of any Governmental Agencies and with the reasonable requirements of the Grantor when carrying out works;
     and
  - (b) ensure all work is done properly; and
  - (c) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (e) restore the Lot Burdened as nearly as is practicable to its former condition; and
  - (f) make good any collateral damage.
- 14.3 The Grantee may only do a thing under this easement within the site of this easement.

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- 14.4 The Grantor must not do or allow anything to be done to damage or interfere with the crane jib.
- 14.5 This easement will cease to have effect upon a final occupation certificate for the Building to be constructed on the Lot Benefited being issued by the relevant Authority.
- 14.6 The Grantee must provide the Grantor with a copy of the final occupation certificate within 5 business days of the date of the final occupation certificate.
- 15. Easement to Drain Water 2 Wide & Variable (N) (Limited in Stratum) numbered 15 in the Plan
- 15.1 The Grantee may:
  - drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities in conduits through each Lot Burdened, but only within the site of this easement; and
  - (b) may do anything reasonably necessary for that purpose, including:
    - (1) entering the Lot Burdened; and
    - (2) taking anything on to the Lot Burdened; and
    - (3) using any existing line of conduits; and
    - (4) carrying out works, such as constructing, placing or repairing conduits and equipment.
- 15.2 In exercising those powers, the Grantee of the Lot Benefited must:
  - (a) ensure all work is done properly; and
  - (b) cause as little inconvenience as is practicable to the Owner of the Lot Burdened and any occupier of the Lot Burdened, and
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (d) restore the Lot Burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.,

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| Executed by Jacksons Landing Development Pty Limited ACN 073 932 206 ) by its Attorneys ) under a Power of Attorney dated 5 シェット ) 2002 registered Book 1343 No 168 ) in the presence of  |  |
|---|--|
| Signature of Witness  Name of Witness  Signature of Witness   | Signature of Attorney  Name of Attorney  Signature of Attorney |
| Name of Witness  Dishlery Dryngham 2009  Executed by Wirabay Limited by its Attorneys under a Power of Attorney dated 25 October 1999 registered Book 4253 No 739 who declare that they have not received any notice of the revocation of that Power of Attorney in the presence of | KANISHA PEILANTHI CLARICE Name of Attorney                     |
| Signature of witness  Warried Source  Name of witness  No 1 Dishillery Drive, Promot  Now 2009.   | Signature of Attorney  Name of Attorney  Signature of Attorney |
| •   | RANISHA PLILANTHI CLARKE                                       |

Council Authorised Person

Name of Attorney

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

Signature of witness

Name of witness

Signature of Attorney

Name of Attorney

Signature of Attorney

RANISHA PRILANTHI CLACKE

Name of Attorney

**Executed by Limosa Pty Limited** 

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

Signature of witness

lamak B

Name of witness

Signature of Attorney

Signature of Attorney

RANGHA PRILANTHI CLACKE

Name of Attorney

Req:R413879 /Doc:DP 0270215 B /Rev:04-Jun-2012 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:01 /Seq:203 of 276 © Office of the Registrar-General /Src:SAIGLOBAL /Ref:

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

(Sheet 30 of 30 sheets)

| Executed by Australian Executor  Trustees (NSW) Limited  ACN 00 329 706  by its Attorneys under a Power of  Attorney Book 444No. 65dated  and who declare  that they have not received any notice  of the revocation of that Power of  Attorney in the presence of:  Signature of Witness  RAJNEIL KARAN  Name of Witness | Signature of Attorney Philip John Walter Joseph Name of Attorney   |
|---|--|
| Range   | 1 Huar Carred  |
| Signature of Witness  | Signature of Attorney  |
| <b>R</b> AJNEIL KARAN   | Stuart Howard  |
| Name of Witness<br>80 ALPREO ST, MILSONS PT<br>NSW 2061   | Name of Attorney   |
| Executed by The Minister administering the Environmental Planning & ) Assessment Act (NSW) 1979 )   | )  |
| by its duly authorised delegate ) who has no notice of revocation ) of delegation in the presence of: )   | SIGNED by me ROBERT JOHN WALDRON as dalogate of the manadministering the Environment Planning and Assessment Act, 1979 and hereby certify that I have no notice of the revocation of such dalogation |
| Witness Name (printed) ANDREW DOUGLAS KEECH. Qualification  | Authorised Delegate  |
|   |  |

(ODCUMENT 12)

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

(Sheet 1 of 3 sheets)

DP270215

Plan of subdivision lot 42 in DP 270215 covered by Subdivision Certificate No.

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

Landing Development Ptv Limited ACN 073 932 206 of 1 Distillery Drive, Pyrmont, NSW, 2009

### Part 1

1. Identity of easement, profit a Easement for Electricity Purposes 2.5 Wide prendre, restriction, or positive (Z) covenant to be created and firstly referred to in the plan.

Schedule of Lots, etc affected

Lot Burdened

Lots benefited, relevant roads, bodies or prescribed authorities

70 / DP 270215

1 / DP 270215

## Part 2 (Terms)

#### 1. Interpretation

#### 1.1 **Definitions**

In this Instrument, unless the contrary intention appears, the following terms have the following meanings:

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

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

**Grantee** means an Authority Benefited.

Grantor means the owner or mortgagee in possession of the Lot Burdened.

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# DP270215

Full name and address of the

owner of the land

(DOCUMENT 12)

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

Plan of subdivision let 42 u DP 270:215 careful by subdivision Certificate (Sheet 2 of 3 sheets)

Easement Pty wid ACN 073 932 206 of 1 Distillery Drive, Pymot 10500

- Terms of Easement for Electricity Purposes 2.5 Wide (Z) numbered 1 in the 1. Plan
  - 1.1 The Grantee may:
    - transmit electricity through each lot burdened, but only within the Easement Site, and
    - do anything reasonably necessary for that purpose, including: (b)
      - entering the lot burdened, and
      - taking anything on to the lot burdened, and
      - carrying out work, such as constructing, placing, repairing or maintaining poles, wires, conduits and equipment.
  - 1.2 In exercising those powers, the Grantee must:
    - ensure all work is done properly, and
    - cause as little inconvenience as is practicable to the Grantor and any (b) occupier of the lot burdened, and
    - cause as little damage as is practicable to the lot burdened and any improvement on it, and
    - restore the lot burdened as nearly as is practicable to its former condition, and
    - make good any collateral damage.
  - The Grantee may only do a thing under this easement within the Easement Site.

# DP270215

(DOCUMENT 12)

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

**CONVEYANCING ACT, 1919** 

full name and caldress of the awner

| Executed by Jacksons Landing | Development Pty Limited ACN 073 932 206 | by its Attorneys בשלים (ביי ביי ביי ביי ביי ביי ביי ביי ווער אין ביי ביי ווער אין ביי

in the presence of

Signature of Witness

Name of Withess

Signature of Witness

Kate Harvaderce

Name of Witness

**Executed** by **Community Association DP 270215** in accordance with section 8 of the Community Land Management Act (NSW) 1989:

RODENILK SMITH

WITNESS

Executed by Avoration Executors Tubeco (1954) himsted ACN CCC 329 706 by its attaments under passer of attament doted 18/05/07 registered buck4517 no 213.

Commonwell march, but among them

DANNECATIONS HIE MANAGER

Council Authorised Person

Pien of Subdivision let 42 in DP 270215 covered by Subdivision Certificate No (Sheet 3 of 3 sheets)

Jucksons Landing Development Pty Lumber 1 ACN 013 932 206 of 1 Distillery Drive, Pyrmont NOW 2009

Signature of Attorney

NICHOLAS YACOEL
Nama of Attorney

Signature of Attorney

SHAUN BOND

Name of Attorney



SIGNED by DYNAMIC PROPERTY SERVICES PTY LIMITED (ACN 002 006 760) by its attorney HELEN WELLS duly appointed by Power of Attorney dated 4th May 2005 and who heraby states that she has not received any notice of the revocation of such Power of Attorney (Registered Book 4457 No. 486)

NAME OF WITNESS: PAJNEIL KARAN

ADDRESS: 122,207 KONT ST 240001, 1000 2000

C:\Documents and Settings\slonghur\Local Settings\Temporary Internet Files\OLK9\3891236v4\_Jacksons\_- Lot\_42\_Easement.doc Jacksons Landing - Lot 42



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

(Sheet 1 of 8 sheets)

DP270215

Subdivision of 4, 32 & 43 in DP270215 covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206 30 The Bond, 30 Hickson Road, Millers Point NSW 2000

## Part 1 (Creation)

|   |   | T                                      |  |
|---|---|--|--|
| 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),<br>road(s), bodies or<br>Prescribed<br>Authorities |
| 1   | Easement Sewer Rising Ma<br>(whole of lot) RM   | 104 1 71/ <del>270215</del>            | CP/SP68839<br>32/1011425<br>69 <del>/270215</del>                    |
| 2   | Easement to Drain Water 3.5 Wide (C1)   | 94 1 73 1270215                        | City of Sydney   |
| 3   | Easement for Footing 0.9,<br>1.5, and 2.5 Wide (RW)   | <b>≁4Λ</b><br>Vγ 72/ <del>270245</del> | £/2 71/2 <del>70215</del>  |

## Part 1A (Release)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s),<br>road(s), bodies or<br>Prescribed<br>Authorities |
|---|--|------------------------------|--|
| 1.  | Easement for Drainage (F 510367)   | 型/270215<br>型/270215         | City of Sydney   |

1997

3940233/5

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

(Sheet 2 of 8 sheets)

DP270215

Subdivision of 4, 32 & 43 in DP270215 covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206 30 The Bond, 30 Hickson Road, Millers

Point NSW 2000

| 2. | Easement for Sewerage<br>purposes 1 Wide Doc 4<br>DP 270215 (E7)                 | 32/270215  | CP/SP68839 |
|----|--|--|------------|
| 3. | Easement for Access 4<br>Wide, 4.6 Wide and<br>Variable Width DP<br>1011425 (G3) | 2/270215<br>9/270215<br>2/270215<br>2/270215<br>1/2/270215 | 32/1011425 |

Part 2 (Terms)

In this Instrument:

Instrument means this section 88B Instrument.

Lot Benefited means the lot having the benefit of an easement.

**Lot Burdened** means the lot having the burden of an easement.

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

A word used in this Instrument that is defined in the Act has a corresponding meaning.

- 1. Terms of Easement for Sewer Rising Main (Whole of Lot) (RM)
  - (a) The Grantee may:
    - (1) drain sewage, sullage and other fluid wastes in pipes and the sewer rising main through the Lot Burdened, but only through the Easement Site;
    - (2) do anything reasonably necessary for that purpose, including:

3940233/5

Council Authorised Person

Section 88B - Lot 32

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

(Sheet 3 of 8 sheets)

DP270215

Subdivision of 4, 32 & 43 in DP270215 covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206 30 The Bond, 30 Hickson Road, Millers Point NSW 2000

- (i) entering the Lot Burdened; and
- (ii) taking anything onto the Lot Burdened; and
- (iii) using any existing line of Conduits or any sewer rising mains; and
- (iv) carrying out work such as constructing, placing, repairing or maintaining pipes, the sewer rising main, ditches, Conduits, channels and equipment.
- (b) In exercising those powers the Grantee must:
  - (1) ensure all work is done properly; and
  - (2) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and
  - (3) cause as little damage as is practicable to the Lot Burdened and the improvements on it; and
  - (4) restore the Lot Burdened as nearly as is practicable to its former condition; and
  - (5) make good any collateral damage.
- 2. Terms of the Easement to Drain Water 3.5 Wide (C1)
- **2.1** The Authority Benefited may:
  - (a) drain fluid wastes in pipes through each Lot Burdened; and
  - (b) do anything reasonably necessary for that purpose, including:
    - (1) entering the Lot Burdened; and

3940233/5

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

(Sheet 4 of 8 sheets)

DP270215

Subdivision of 4, 32 & 43 in DP270215 covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206

30 The Bond, 30 Hickson Road, Millers Point NSW 2000

- (2) taking anything onto the Lot Burdened; and
- (3) using any existing line of pipes; and
- (4) carrying out works, such as constructing, placing, repairing or maintaining pipes and equipment.
- 2.2 In exercising those powers, the Owner of the Lot Benefited must:
  - (a) ensure that all work is done properly; and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
  - (e) make good any collateral damage.
- 3. Terms of Easement for Footing 0.9, 1.5, and 2.5 Wide (RW)
- **3.1** The Owner of the Lot Benefited:
  - (a) may keep the footings which at the date of registration of this plan encroached within the site of this easement (the "footings"); and
  - (b) may do anything reasonably necessary for those purposes including:
    - entering the Lot Burdened; and
    - (2) taking anything onto the Lot Burdened; and
    - (3) carrying out work.

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

(Sheet 5 of 8 sheets)

DP270215

Subdivision of 4, 32 & 43 in DP270215 covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206 30 The Bond, 30 Hickson Road, Millers Point NSW 2000

- In exercising powers conferred by this easement the Owner of the Lot Benefited must:
  - (a) ensure all work is done properly; and
  - (b) cause as little inconvenience as is practicable to the Owner and any occupier of the Lot Burdened; and
  - make good any collateral damage.
- The Owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the footings.

Executed by wirdby humited by its atterney under power of atterney doed registered book 4488 no 627. who declare that they have not received any notice of the revoration of that Pawer of attempty in the presence if:

Signature of atterney &

Name of atterney × NICK YACOET Signature of atterney × MM.

None of atterney x

signature of witness LACHLAN HOAMS.

3940233/5

Council Authorised Person

Section 88B - Lot 32

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

(Sheet 6 of 8 sheets)

Section 88B - Lot 32

DP270215

Subdivision of 4, 32 & 43 in DP270215 covered by Subdivision Certificate No

Full name and address of the owner of the land:

**Executed by Jacksons Landing** 

Council Authorised Person

Jacksons Landing Development Pty Limited ACN 073 932 206 30 The Bond, 30 Hickson Road, Millers Point NSW 2000

**Development Pty Limited ACN 073 932 206** by its Attorneys Wichdas Yacoel + warusdle under a Power of Attorney dated registered Bookyso No 938 in the presence of Signature of Witness Signature of Attorney SHAUN BOND Name of Witness Signature of Witness JACQUELINE MARIE SMYTH Name of Witness Name of Attorney Executed by humaser Pty htal by its atterneys under a power of atterney added registered book 4488 to 622 who dedore that they have not received any notice of the resocches of that power of attemeyor signature of atterney: [ (O) let signature of atterney: MCK YACOEL name of atterney: MCK YACOEL name of atterney: GMN Name of atterney: GMN Name of atterney: ODN SKYRING 3940233/5

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

(Sheet 7 of 8 sheets)

# DP270215

Subdivision of 4, 32 & 43 in DP270215 covered by Subdivision Certificate No.

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206 30 The Bond, 30 Hickson Road, Millers Point NSW 2000

The common seal of **Owners** Strata Plan No SP 68839 was affixed in the presence of H. WELLS being the person authorised by section 238 of the Strata Schemes ) Management Act 1996 to attest the ) affixing of the seal:

Signature of Witness

KERRY WILSON Full Name of Witness

Common Seal

SIGNED by DYNAMIC PROPERTY SERVICES PTY LIMITED (ACN 002 006 760) by its attorney HELEN WELLS duly appointed by Power of Attorney dated 4th May 2005 and who hereby states that she has not received any notice of the revocation of such Power of Attorney (Registered Book 4457 No. 486)

Executed by Reco Ster Pte humited by its atterneys under a power of atterney added Ragnotered book 4488 no : 618 who dedore that they have not received any ratice of the rewordien of that Pawer of attempting the presence of signature of witness: LLLA None of witness. LACHEAN ADAMS.

signature of atterney: 6 were of atterney: EDEN SMRING

Council Authorised Person

3940233/5

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

(Sheet 8 of 8 sheets)

DP270215

Subdivision of 4, 32 & 43 in DP270215 covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206 30 The Bond, 30 Hickson Road, Millers

Point NSW 2000

Executed by Australian Executor

Trustees (NSW) Limited

ACN 00 329 706

by its Attorneys under a Power of

Attorney Bookust No. Stock

and who declare

that they have not received any notice

of the revocation of that Power of

Attorney in the presence of:

Signature of Witness

RAJNEIL KARAN

Name of Witness

Signature of Witness

**RAJNEIL KARAN** 

Name of Witness

Signature of Attorney

LANDA MATUS

Name of Atterney

signature of Attorney

JOANNE COCHRANE

Name of Attorney

Council Authorised Person

3940233/5

Section 88B - Lot 32



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



(Sheet 1 of 6 sheets)

Plan:

DP270215 B

Subdivision of Lots 76 and 77 in DP270215 covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206 30 The Bond, 30 Hickson Road Millers Point 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),<br>road(s), bodies or<br>Prescribed<br>Authorities |
|---|---|------------------------------|--|
| 1   | Easement for Support variable width (K)   | 78                           | 79   |
| 2   | Positive Covenant   | 78                           | Sydney Harbour<br>Foreshore Authority<br>and City of Sydney          |
| 3   | Easement for Access and Maintenance variable width (M)  | 79                           | 78   |

## Part 2 (Terms)

In this Instrument:

Instrument means this section 88B Instrument.

Lot Benefited means the lot having the benefit of an easement.

Lot Burdened means the lot having the burden of an easement.

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

A word used in this Instrument that is defined in the Act has a corresponding meaning.

Council Authorised Person

uthorised Person 4159410/4

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

(Sheet 2 of 6 sheets)

Plan:

DP270215

Subdivision of Lots 76 & 77 in DP270215 covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206 30 The Bond, 30 Hickson Road Millers Point NSW 2000

## Terms of Easement for Support numbered 1 in the plan.

- 1.1 The owner of the Lot Burdened grants to the owner of the Lot Benefited the right for the Lot Benefited to be supported by the Lot Burdened to the extent that the Lot Benefited derives support from the Lot Burdened on the conditions set out in this easement.
- 1.2 The Owner of the Lot Burdened must, at its own cost, maintain and repair the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefited at all times by amongst other things, ensuring that the support is regularly inspected, maintained, repaired and replaced to the satisfaction of the owner of the Lot Benefited.

## 2. Terms of Positive Covenant to remain numbered 2 in the plan

- 2.1 The Owner of the Lot Burdened must, at its own cost, maintain, repair and replace the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefited at all times by amongst other things, ensuring that the support is regularly inspected, maintained, repaired and replaced to the satisfaction of the owner of the Lot Benefited.
- 2.2 If the Owner of the Lot Burdened does not maintain, repair and replace the support provided by the Owner of the Lot Burdened to the Lot Benefited as required under clause 2.1, the owner of the Lot Benefited may (without limiting or prejudicing the owner of the Lot Benefited's right to make a claim against the owner of the Lot Burdened for failing to comply with its obligations), at the cost of the Owner of the Lot Burdened, do anything reasonably necessary for the purpose of exercising its rights under this covenant, including:
  - (a) carrying out work on the Lot Burdened to ensure that support is maintained to the Lot Benefited, including additional supporting works reasonably necessary; and

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

(Sheet 3 of 6 sheets)

DP270215 Plan:

Subdivision of Lots 76 & 77 in DP270215 covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206 30 The Bond, 30 Hickson Road Millers Point NSW 2000

- entering the Lot Burdened with or without tools and equipment and remain there for any reasonably period of time for that purpose.
- 2.3 In exercising its rights under this covenant, the owner of the Lot Benefited must:
  - (a) ensure that all work is done properly;
  - cause as little interference as reasonably practicable to the owner of the Lot Burdened or to any occupiers of the Lot Burdened;
  - cause as little damage as is reasonably practicable to the Lot Burdened and any improvements on it; and
  - if material damage (being material damage arising because the owner of the Lot Benefited has not complied with paragraphs (a), (b) and (c) of this clause 2.3) is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
- 2.4 Except when urgent work is required, the owner of the Lot Benefited must
  - give the owner of the Lot Burdened or its nominee reasonable notice of intention to enter the Lot Burdened;
  - only enter the Lot Burdened during times reasonably agreed with the owner of (b) the Lot Burdened:
  - comply with the reasonable directions of the owner of the Lot Burdened (which term, for the purposes of this clause 2.4(c) includes an owners corporation but does not include any lessee under a lot lease in a Strata Scheme registered in respect of the Lot Burdened) relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered into by the owner of the Lot Benefited.

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

(Sheet 4 of 6 sheets)

Plan:

DP270215

Subdivision of Lots 76 & 77 in DP270215 covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206 30 The Bond, 30 Hickson Road Millers Point NSW 2000

- 2.5 Subject to clause 2.6, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the owner of the Lot Benefited and the Council, as the case may be, from and against all damage, expense, loss or liability of any nature suffered or incurred by the owner of the Lot Benefited or the Council that is caused by the support not being maintained, repaired and replaced by the owner of the Lot Burdened when necessary including:
  - (a) all costs incurred by the owner of the Lot Benefited under clause 2.2;
  - (b) loss or damage to the property of the owner of the Lot Benefited; and
  - (c) damage, expense, loss or liability in respect of personal injury or death.
- 2.6 The owner of the Lot Burdened's release and indemnity under clause 2.5 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the owner of the Lot Benefited or its officers, employees, contractors or agents.
- 3. Terms of Easement for Access and Maintenance numbered 3 in the plan
- 3.1 Subject to clause 3.2, the owner of the Lot Benefited may:
  - (a) by any reasonable means pass across and access the Lot Benefited from the Lot Burdened to inspect, maintain, renovate, repair, replace, construct and carry out work on the Lot Burdened to ensure that support of the Lot Burdened is maintained and any other parts of the Lot Burdened, access to which is not otherwise reasonably able to be obtained other than from the Lot Burdened.
  - (b) dig up any surface or structure on or in the Lot Burdened to do anything contemplated by clause 3.1(a);

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

(Sheet 5 of 6 sheets)

Plan:

DP270215

Subdivision of Lots 76 & 77 in DP270215 covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206 30 The Bond, 30 Hickson Road Millers Point NSW 2000

- (c) take anything on to the Lot Burdened including any vehicles, equipment and materials as may be reasonably necessary for such purpose;
- (d) carry out any of the above work and any associated works for such purpose.
- 3.2 In exercising the rights referred to in clause 3.1, the owner of the Lot Benefited must:
  - (a) obtain all necessary consents from all relevant government agencies;
  - (b) give to the owner of the Lot Burdened at least one months written notice before entering the Lot Burdened for the purposes set out in clause 3.1. However, in the event of an emergency, no notice is required;
  - co-ordinate access and all work within the Lot Burdened with the owner of the Lot Burdened;
  - (d) cause as little inconvenience to the owner of the Lot Burdened and other users of the Lot Burdened as is practicable in the circumstances;.
  - (e) ensure all work is done properly and in accordance with all statutory requirements;
  - (f) cause as little damage as is practicable to the Lot Burdened and any improvements on it and not do anything which will in any way detract from the stability of the Lot Burdened.
  - (g) regularly remove all rubbish, debris, waste and garbage resulting from any works undertaken; and
  - (h) make good any collateral damage and as reasonably practicable, restore the Lot Burdened to its condition prior to commencement of the works.

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

(Sheet 6 of 6 sheets)

Plan:

DP270215

Subdivision of Lots 76 & 77 in DP270215 covered by Subdivision Certificate No

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206 30 The Bond, 30 Hickson Road Millers Point NSW 2000

Executed by Jacksons Landing Development Pty Limited

by its Attorneys

under a Power of Attorney dated 16 April 2007 registered Book 454No 368

in the presence of

Signature of Witness

TRACY SIMPSON

Name of Witness

Signature of Witness

Manielle Koureas.

Name of Witness

Signature of Attorney

Name of Attorney

Signature of Attorney

SHOUN BOND

Name of Attorney

Council Authorised Person

REGISTERED 68 23.4.2008

Reg:R413879 /Doc:DP 0270215 B /Rev:04-Jun-2012 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:01 /Seq:221 of 276 
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e-plan Sheet 1 of 11

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

Plan: DP270215

Plan of Subdivision of Development Lots 64 & 66 in Community Plan 270215 covered by Council's

AKalaher.

Certificate No

Full name and address of the owner of the land:

Jacksons Landing Developments Pty Limited ACN 073 932 206 of 30 The Bond, Hicksons Road, Millers Point

### Part 1 (Creation)

| Number of          | Identify of easement, profit à prendre,  | Burdened lot(s) or | Benefited lot(s),       |
|--------------------|--|--------------------|-------------------------|
| item shown in      | restriction or positive covenant to be   | parcel(s):         | road(s), bodies or      |
| the intention      | created and referred to in the plan:   |                    | Prescribed Authorities: |
| panel on the plan: |  |                    |                         |
| 1                  | Easement for Access Variable Width (2A) (Limited in Stratum)                     | 81                 | CP/SP76418              |
| 2                  | Easement for Services Variable Width   | 81                 | 82                      |
|                    | (2B) (Limited in Stratum)  | 82                 | 81                      |
| 3                  | Easement for Fire Stairs and Passages  | 81                 | 82                      |
|                    | Variable Width (2C) (Limited in Stratum)   | 82                 | 81                      |
| 4                  | Easement for Construction Purpose<br>Variable Width (2D) (Limited in Stratum)    | 81                 | 82                      |
| 5                  | Easement for Visitor Parking Variable<br>Width (2E) (Limited in Stratum)         | 81                 | 82 and CP/SP 76418      |
| 6                  | Easement to use Bicycle Storage Room<br>Variable Width (2F) (Limited in Stratum) | 81                 | CP/SP 76418             |
| 7                  | Easement to use Loading Dock Variable Width (2G) (Limited in Stratum)            | 81                 | CP/SP 76418             |
| 8                  | Easement to use Car Wash Bay Variable Width (2H) (Limited in Stratum)            | 81                 | CP/SP 76418             |

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(DOC.15) Sheet 2 of 11

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.

### Part 2 (Terms)

### 1. Interpretation

#### 1.1 Definitions

### In this instrument, unless a contrary intention appears:

Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

Authorised User means any person authorised by a prescribed authority or the Grantee of the Lot Benefited (as the case may be) for the purposes of any Easement created by this Instrument, and includes:

- (a) if the Grantee is or becomes a Strata Scheme, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

**Conveyancing Act** means the *Conveyancing Act* 1919 (NSW).

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

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

### Grantce means;

- (a) the owner or mortgagee in possession of the Lot Benefited; and
- (b) an Authority Benefited.

**Grantor** means the owner or mortgagee in possession of the Lot Burdened.

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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.

Instrument means this section 88B instrument.

**Knox on Bowman** means part of the Building erected within lot 63 DP270215 being the low rise building known as Knox on Bowman.

Lot Benefited means the whole or any part of a lot having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

Management Act means the Strata Schemes Management Act 1996 (NSW).

Occupier means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of a Lot Burdened.

**Owners Corporation** means an owners corporation constituted under the Management Act on registration of a Strata Plan.

**Services** includes water, sewerage, drainage, gas, electricity, ventilation, lighting, irrigation, exhaust, air-conducted air, air-conditioned air, garbage, telephone, television or radio impulses or signal services.

Strata Plan means a strata plan registered under the Act.

**Strata Mauagement Statement** means a strata management statement registered according to the Act which applies to any of the lots in the Plan.

Strata Scheme means a strata scheme created under the Act.

- 1.2 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", amongst other things or "such as" are not used as, nor are they to be 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 a similar kind.

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e-plan (DOC.15) Sheet 4 of 11

Instrument setting out terms of Easements or Profits à Preudre 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.

- 1.3 Headings do not affect the interpretation of this Instrument.
- 1.4 A requirement in an Easement (other than a positive covenant under Section 88B of the Conveyancing Act) which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act except that subsections (6) and (7) do not apply.
- 1.5 The rights and obligations in an Easement that do not provide for extinguishment and removal of that Easement from the relevant titles upon a dedication of Lot Burdened as a Public Road is intended to continue to apply after any such dedication. In other words, the dedication is intended to occur subject to those Easements.

### 2. Covenants and agreements between Grantee and Grantor

The conditions, covenants and restrictions in this Instrument, including those within this clause and in each of the Easements, are covenants and agreements between:

- (a) the 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) the 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.

### 3. Complying with this Instrument and the Strata Management Statement

- 3.1 This clause applies to each Easement.
- 3.2 The Grantee and Grantor must, as appropriate, comply with the terms of the Easements.
- 3.3 For each Easement, the 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 this Instrument.
- 3.4 If a notice to the Grantor is required to be given under this Instrument, that notice must also be given to each Occupier. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

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e-plan Sheet 5 of 11

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.

### DP270215

- 3.5 For each Easement in this Instrument, the Grantee must:
  - (a) comply with a Strata Management Statement [including any architectural code and shared facilities code adopted according to a Strata Management Statement]; and
  - (b) use reasonable endeavours to ensure that its Authorised Users comply with a Strata Management Statement [including any architectural code and shared facilities code adopted according to a Strata Management Statement.]
- 4. Effect of the strata management statement
- 4.1 Clauses 4.2 and 4.3 apply to each Easement in this Instrument.
- 4.2 If a Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or Authorised User, the rules must be consistent with the Easement and a Strata Management Statement. A Strata Management Statement prevails to the extent of any inconsistency.
- 4.3 If a Strata Management Statement regulates the apportionment of costs in relation to an Easement or Easement Site and there is an inconsistency between the apportionment of costs and a Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

#### **EASEMENTS**

- 5. Terms of Easement for Access (2A) numbered 1 in the Plan
- 5.1 This easement benefits
  - (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
  - (b) any Authorised User.
- 5.2 The Grantee and any Authorised User may:
  - (a) on foot; and
  - (b) with a vehicle

pass and repass across that part of the Lot Burdened by this easement, with or without any tools, containers, equipment or other such items, to get to or from the Lot Benefited and to or from any shared garbage rooms, shared services, facilities, rooms and associated conduits situated on the Lot Burdened.

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Sheet 6 of 11

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 Couveyaucing Act 1919.

## DP270215

- 5.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
  - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened;
  - (c) make good any collateral damage;
  - (d) make sure that any fire doors are kept securely shut after passing across that part of the Lot Burdened to get to or from the Lot Benefited; and
  - (e) clean any dirt, spillage or other matter caused by them.
- 5.4 The Grantor and the Grantee must keep and maintain in good and substantial repair order and condition that part of the Lot Burdened by this easement and must carry out any works that are reasonable necessary including constructing placing repairing or maintaining trafficable surfaces, walkways or structures to ensure that the right of access are suitable for use.
- 5.5 If the Grantor fails to comply within a reasonable time with the provisions of clause 5.4, the Grantee may do anything reasonably necessary to ensure the right of access is suitable for use including:
  - (a) entering the Lot Burdened; and
  - (b) taking anything on to the Lot Burdened,

as reasonably required for the purposes of carrying out work on or within the right of access including constructing, placing, repairing or maintaining trafficable surfaces, walkways or structures.

- 6. Terms of Easement for Services (2B) numbered 2 in the Plan
- 6.1 The Grantee may:
  - (a) pass Services supplied to the Grantee through each Lot Burdened; and
  - (b) do anything reasonably necessary for that purpose, including:

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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.

- (i) entering the Lot Burdened; and
- (ii) taking anything on to the Lot Burdened; and
- (iii) carrying out work, such as installing, construction, placing and repairing conduits, structures and equipment in connection with the Services.
- 6.2 In exercising those powers, the Grantee must:
  - (a) comply with the approvals and requirements of any governmental agencies and with the reasonable requirements of the Grantor when carrying out works; and
  - (b) ensure all work is done properly; and
  - (c) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (e) restore the Lot Burdened as nearly as is practicable to its former condition; and
  - (f) make good any collateral damage; and
  - (g) obey all reasonable directions of the Grantor and any occupier of the Lot Burdened.
- 7. Terms of Easement for Fire Stairs and Passages (2C) numbered 3 in the Plan
- 7.1 The Grantee and any Authorised User may pass and repass across the Lot Burdened by foot only and only for the permitted purpose of getting to or from the Lot Benefited in an emergency or fire or for fire drill purposes.
- 7.2 In exercising the rights under clause 7.1, the Grantee must:
  - (a) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (c) make good any collateral damage.

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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.

## DP270215

- 8. Terms of Easement for Construction Purposes Variable Width (2D) (Limited in Stratum) numbered 4 in the Plan
- 8.1 The Grantee may:
  - (a) use that part of the Lot Burdened indicated on the plan for the purpose of carrying out all necessary construction work on, or on any structure on, the site of the Easement on the Lot Benefited in order to construct the building on the Lot Benefited which cannot otherwise reasonably be carried out; and
  - (b) do anything reasonably necessary for that purpose, including:
    - (i) entering into the Lot Burdened;
    - (ii) taking anything onto the Lot Burdened;
    - (iii) installing, keeping and using any scaffolding, plant, equipment and machinery on the Lot Burdened; and
    - (iv) retaining the footings of cranes, the tower and support structures for the cranes and other equipment and machinery on the Lot Burdened.
- 8.2 In exercising those powers, the Grantee must:
  - (a) ensure that all work on the Lot Benefited is done properly and carried out as quickly as is practicable; and
  - (b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and
  - (c) ensure that access through the Lot Burdened is maintained or alternate access is provided which does not unreasonably inconvenience any occupier of the Lot Burdened; and
  - (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it.
  - (e) make good any collateral damage.

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e-plan Sheet 9 of 11

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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.

### DP270215

- 8.3 If:
  - (a) the Grantee has failed to carry out a responsibility imposed by this Easement; and
  - (b) the Grantor has notified the Grantee in writing of such failure; and
  - (c) the Grantee has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 8.3(b) (such time to be reasonable) and if no time is specified, within 20 business days,

the Grantor may, acting reasonably, take all lawful steps necessary to ensure that the responsibility is carried out and may recover any expense reasonably incurred by the Grantor from the Grantee.

- 8.4 This easement will cease to have effect on the date which is 6 months after the registration of the strata plan for last building constructed on the Lot Benefited.
- 8.5 The Grantee must provide the Grantor with a copy of the final occupation certificate within 10 to 15 business days of the date of the final occupation certificate of the last building constructed on the Lot Benefited.
- 9. Terms of Easement for Visitor Parking variable width (2E) (limited in stratum) numbered 5 in the Plan:
- 9.1 The site of the easement may be used for the parking of vehicles of visitors to occupants of Knox on Bowman and Lots 81 and 82 in this subdivision.
- 9.2 The site of the easement may only be used for the parking of visitors' vehicles and for no other purpose.
- 10. Terms of Easement to use Bicycle Storage Room variable width (2F) (limited in stratum) numbered 6 in the Plan:

Full, free and unimpeded right for occupants of the Lot Benefited in common with the occupants of the Lot Burdened to use the Easement Site for the purpose of storing bicycles.

- 11. Terms of right to use Loading Dock variable width (2G) (limited in stratum) uumbered 7 in the Plan
- 11.1 Full, free and unimpeded right for the owner of the Lot Benefited in common with the owner of the Lot Burdened and persons authorised by them to use the Easement Site for the purpose of the delivery, loading and unloading of furniture and goods subject to the conditions set out in clause 11.2.
- 11.2 The Easement Site may not be used between 10.00 pm and 6.00 am on any days.

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(DOC.15) e-plan Sheet 10 of 11

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.

## DP270215

12. Terms of Easement to use Car Wash Bay variable width (2H) (limited in stratum) numbered 8 in the Plan

Full, free and unimpeded right for the occupants of the Lot Benefited in common with the occupants of the Lot Burdened to use the Easement Site for the purpose of washing vehicles.

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e-plan Sheet 11 of 11

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.

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Sheet 1 of 22

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

Plan: DP270215

Plan of Subdivision of Development Lot 82 in Community Plan 270215 covered by Council's Certificate No 33/2010.

Full name and address of the owner of the land:

Jacksons Landing Developments Pty Limited ACN 073 932 206 of 30 The Bond, Hicksons Road, Millers Point

### Part 1 (Creation)

| Number of item shown in the intention panel on the plan: | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan: | Burdened lot(s) or parcel(s): | Benefited lot(s),<br>road(s), bodies or<br>Prescribed Authorities:         |
|--|---|-------------------------------|--|
| 1  | Easement for Access Variable Width (3A) (Limited in Stratum)  | 83                            | CP/SP76418 and<br>CP/SP82306 and<br>84                                     |
|  |   | 84                            | 83   |
| 2  | Easement for Services (3B) (Whole of Lot)   | 83<br>84                      | 84<br>83   |
| 3  | Easement for Fire Stairs and Passages (3C) (Whole of Lot)   | 83<br>84                      | 84<br>83   |
| 4  | Easement for Access and Maintenance (3D) (Whole of Lot)   | 85                            | 83   |
| 5  | Easement for Construction Purposes<br>Variable Width (3E) (Limited in Stratum)                                      | 83                            | 84   |
| 6  | Easement for Support and Shelter (3F) (whole of lot)  | 83<br>84                      | 84<br>83   |
| 7  | Easement for Visitor Parking Variable Width (3G) (Limited in Stratum)   | 83                            | CP/SP82306<br>CP/SP76418   |
| 8  | Easement for Support 9.01 wide and variable (3H) (Limited in Stratum)   | 83                            | 85   |
| 9  | Positive Covenant   | 83                            | Council of the City of<br>Sydney and<br>Ministerial Holding<br>Corporation |

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Sheet 2 of 22

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.

# DP270215

| 10 | Easement for Crane Jib Swing Variable Width (3J) (Limited in Stratum)    | 83       | 84   |
|----|--|----------|--|
| 11 | Easement to use Loading Dock Variable Width (3K) (Limited in Stratum)    | 83       | 84<br>CP/SP82306   |
| 12 | Easement for Visitor Parking Variable Width (3L) (Limited in Stratum).   | 83<br>84 | 84<br>83   |
| 13 | Easement to use Garbage Room Variable Width (3M) (Limited in Stratum)    | 83       | 84   |
| 14 | Easement to Drain Water 0.5, 5.4 and 9.01 wide (3N) (Limited in Stratum) | 83       | 85   |
|    | Positive Covenant  | 83       | Council of the City of<br>Sydney and<br>Ministerial Holding<br>Corporation |
| 16 | Easement to use Carwash Bay Variable Width (3P) (Limited in Stratum)     | 84       | 83   |
| 17 | Restriction on the Use of Land   | 83, 84   | Council of the City of Sydney  |
| 18 | Restriction on the Use of Land   | 83, 84   | Council of the City of<br>Sydney   |

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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.

# DP270215

Part 2 (Terms)

### 1. Interpretation

### 1.1 Definitions

In this instrument, unless a contrary intention appears:

Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

**Authorised User** means any person authorised by a prescribed authority or the Grantee of the Lot Benefited (as the case may be) for the purposes of any Easement created by this Instrument, and includes:

- (a) if the Grantee is or becomes a Strata Scheme, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

**Building** means the complex of buildings at Distillery Hill with shared substructure known as Knox on Bowman, Stonecutters, Sugar Dock and Silk.

Conveyancing Act means the Conveyancing Act 1919 (NSW).

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

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

#### Grantee means;

- (a) the owner or mortgagee in possession of the Lot Benefited; and
- (b) an Authority Benefited.

**Grantor** means the owner or mortgagee in possession of the Lot Burdened.

Instrument means this section 88B instrument.

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**Knox on Bowman** means that part of the Building erected within lot 63 DP270215 (being Strata Plan 76418).

Lot Benefited means the whole or any part of a lot having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

Management Act means the Strata Schemes Management Act 1996 (NSW).

**Occupier** means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of a Lot Burdened.

**Owners Corporation** means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Services includes water, sewerage, drainage, gas, electricity, ventilation, lighting, irrigation, exhaust, air-conducted air, air-conditioned air, garbage, telephone, television or radio impulses or signal services.

Silk means that part of the Building to be erected within lot 84 DP270215.

Stonecutters means that part of the Building erected within lot 81 DP270215 (being Strata Plan 82306).

Strata Plan means a strata plan registered under the Act.

**Strata Management Statement** means a strata management statement registered according to the Act which applies to any of the lots in the Plan.

Strata Scheme means a strata scheme created under the Act.

Sugar Dock means that part of the Building erected within lot 83 DP270215.

- 1.2 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", amongst other things or "such as" are not used as, nor are they to be 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 a similar kind.
- 1.3 Headings do not affect the interpretation of this Instrument.

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- 1.4 A requirement in an Easement (other than a positive covenant under Section 88B of the Conveyancing Act) which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act except that subsections (6) and (7) do not apply.
- 1.5 The rights and obligations in an Easement that do not provide for extinguishment and removal of that Easement from the relevant titles upon a dedication of Lot Burdened as a Public Road is intended to continue to apply after any such dedication. In other words, the dedication is intended to occur subject to those Easements.

### 2. Covenants and agreements between Grantee and Grantor

The conditions, covenants and restrictions in this Instrument, including those within this clause and in each of the Easements, are covenants and agreements between:

- (a) the Grautee 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) the 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.

### 3. Complying with this Instrument and the Strata Management Statement

- 3.1 This clause applies to each Easement.
- 3.2 The Grantee and Grantor must, as appropriate, comply with the terms of the Easements.
- 3.3 For each Easement, the 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 this Instrument.
- 3.4 If a notice to the Grantor is required to be given under this Instrument, that notice must also be given to each Occupier. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.
- 3.5 For each Easement in this Instrument, the Grantee must:
  - (a) comply with a Strata Management Statement [including any architectural code and shared facilities code adopted according to a Strata Management Statement]; and
  - (b) use reasonable endeavours to ensure that its Authorised Users comply with a Strata Management Statement [including any architectural code and shared facilities code adopted according to a Strata Management Statement.]

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- 4. Effect of the Strata Management Statement
- 4.1 Clauses 4.2 and 4.3 apply to each Easement in this Instrument.
- 4.2 If a Grantor is entitled under an Easement to make rules about the use of an Easement Site by a Grantee or Authorised User, the rules must be consistent with the Easement and a Strata Management Statement. A Strata Management Statement prevails to the extent of any inconsistency.
- 4.3 If a Strata Management Statement regulates the apportionment of costs in relation to an Easement or Easement Site and there is an inconsistency between the apportionment of costs and a Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

#### **EASEMENTS**

- 5. Terms of Easement for Access (3A) numbered 1 in the Plan
- 5.1 This easement benefits
  - (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
  - (b) any Authorised User.
- 5.2 The Grantee and any Authorised User may:
  - (a) on foot; and
  - (b) with a vehicle

pass and repass across that part of the Lot Burdened by this easement, with or without any tools, containers, equipment or other such items, to get to or from the Lot Benefited and to or from any shared garbage rooms, shared services, facilities, rooms and associated conduits situated on the Lot Burdened.

- 5.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
  - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened;
  - (c) make good any collateral damage;
  - (d) make sure that any fire doors are kept securely shut after passing across that part of the Lot Burdened to get to or from the Lot Benefited; and

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- (e) clean any dirt, spillage or other matter caused by them.
- 5.4 The Grantor and the Grantee must keep and maintain in good and substantial repair order and condition that part of the Lot Burdened by this easement and must carry out any works that are reasonable necessary including constructing placing repairing or maintaining trafficable surfaces, walkways or structures to ensure that the right of access are suitable for use.
- 5.5 If the Grantor fails to comply within a reasonable time with the provisions of clause 5.4, the Grantee may do anything reasonably necessary to ensure the right of access is suitable for use including:
  - (a) entering the Lot Burdened; and
  - (b) taking anything on to the Lot Burdened,

as reasonably required for the purposes of carrying out work on or within the right of access including constructing, placing, repairing or maintaining trafficable surfaces, walkways or structures.

- 6. Terms of Easement for Services (3B) numbered 2 in the Plan
- 6.1 · The Grantee may:
  - (a) pass Services supplied to the Grantee through each Lot Burdened; and
  - (b) do anything reasonably necessary for that purpose, including:
    - (i) entering the Lot Burdened; and
    - (ii) taking anything on to the Lot Burdened; and
    - (iii) carrying out work, such as installing, construction, placing and repairing conduits, structures and equipment in connection with the Services.
- 6.2 In exercising those powers, the Grantee must:
  - (a) comply with the approvals and requirements of any governmental agencies and with the reasonable requirements of the Grantor when carrying out works; and
  - (b) ensure all work is done properly; and
  - (c) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
     and

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- (e) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (f) make good any collateral damage; and

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- (g) obey all reasonable directions of the Grantor and any occupier of the Lot Burdened.
- 7. Terms of Easement for Fire Stairs and Passages (3C) numbered 3 in the Plan
- 7.1 The Grantee and any Authorised User may pass and repass across the Lot Burdened by foot only and only for the permitted purpose of getting to or from the Lot Benefited in an emergency or fire or for fire drill purposes.
- 7.2 In exercising the rights under clause 7.1, the Grantee must:
  - (a) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - (c) make good any collateral damage.
- 8. Terms of Easement for Access and Maintenance (3D) numbered 4 in the Plan
- 8.1 Subject to clause 8.3 the Grantee may:
  - (a) by any reasonable means pass across and access Lot Benefitted from the Lot Burdened to inspect, maintain, renovate, repair, replace, construct and earry out work on the water membrane system and other parts of the building situated within the Lot Benefitted, access to which is not otherwise reasonably able to be obtained other than from the Lot Burdened.
  - (b) dig up any surface or structure on or in the Lot Burdened to do anything contemplated by clause 8.1(a);
  - (c) take anything on to the Lot Burdened including any vehicles, equipment and materials as may be reasonably necessary for such purpose;
  - (d) carry out any of the above work and any associated works for such purpose.
- 8.2 In exercising the right referred to in clause 8.1, the Grantec must:
  - (a) obtain all necessary consents from all relevant government agencies; and
  - (b) ensure all work is done properly; and
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement to or on it; and
  - (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works; and;
  - (e) make good any collateral damage; and

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- (f) not do anything which will in any way detract from the stability of any structure contained within or placed on the Lot Burdened.
- 8.3 The Grantee must:
  - (a) give the Grantor at least one week's written notice before entering the Lot Burdened for the purpose set out in clause 8.1. However if there is an emergency, no notice is required.
  - (h) co-ordinate access and all work within the Lot Burdened with the Grantor;
  - (c) cause as little inconvenience to the Grantor and other users of the Lot Burdened as is practicable in the circumstances;
  - (d) ensure that vehicular access across the lot Burdened is reasonably maintained at all reasonable times.
- 8.4 The Grantor must not do or allow anything to be done to damage or interferes with the roof membrane or other parts of the building.
- 9. Terms of Easement for Construction Purposes Variable Width (3E) numbered 5 in the Plan
- 9.1 The Grantee may:
  - (a) use that part of the Lot Burdened indicated on the plan for the purpose of carrying out all necessary construction work on, or on any structure on, the site of the Easement on the Lot Benefited in order to construct the building on the Lot Benefited which cannot otherwise reasonably be carried out; and
  - (b) do anything reasonably necessary for that purpose, including:
    - (i) entering into the Lot Burdened;
    - (ii) taking anything onto the Lot Burdened;
    - (iii) subject to clause 9.2, installing, keeping and using any scaffolding, plant, equipment and machinery on the Lot Burdened; and
    - (iv) subject to clause 9.2, retaining the footings of cranes, the tower and support structures for the cranes and other equipment and machinery on the Lot Burdened

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- 9.2 If the Grantee's exercise of any of its rights under this easement restricts access to or use of carspaces or storage lots within the Lot Burdened for any period of time, the exercise of these rights is subject to the Grantee first providing alternate parking space/s and storage facilities to the affected owner or occupier of the Burdened Lot.
- 9.3 If any part of the Lot Burdened forms a carspace or storage lot within a subsequent strata scheme, that part of the lot is not subject to the provisions of clause 9.1(b) (iii) and (iv).
- 9.4 In exercising those powers, the Grantee must:
  - (a) ensure that all work on the Lot Benefited is done properly and carried out as quickly as is practicable; and
  - (b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and
  - (c) ensure that access through the Lot Burdened is maintained or alternate access is provided which does not unreasonably inconvenience any occupier of the Lot Burdened; and
  - (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it, and
  - (e) where the easement burdens car space and storage space lots in subsequent strata schemes, ensure that the car spaces and storage spaces are capable of being used at all times for their intended use; and
  - (f) make good any collateral damage.
- 9.5 If:
  - (a) the Grantee has failed to carry out a responsibility imposed by this Easement; and
  - (b) the Grantor has notified the Grantee in writing of such failure; and
  - (c) the Grantee has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 9.4(b) (such time to be reasonable) and if no time is specified, within 20 business days,

the Grantor may, acting reasonably, take all lawful steps necessary to ensure that the responsibility is carried out and may recover any expense reasonably incurred by the Grantor from the Grantee.

- 9.6 This easement will cease to have effect on the date which is 6 months after the registration of the strata plan for last building constructed on the Lot Benefited.
- 9.7 The Grantee must provide the Grantor with a copy of the final occupation certificate within 10 to 15 business days of the date of the final occupation certificate of the last building constructed on the Lot Benefited.

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#### 10. Terms of Easement for Support & Shelter variable width (3F) numbered 6 in the Plan:

- 10.1 The Grantor grants to the Grantee the full, free and unimpeded right to have each and every part of any building or structure within the Lot Benefited supported, upheld and maintained vertically and horizontally by the soil of (where applicable) and each structure on the Lot Burdened or any part of it which is capable of affording support.
  - 10.2 In this easement, structure includes floors, steps and staircases, brick walls, the ends of flooring boards, joists, bearers, columns, iron, steel timber, reinforced concrete and other materials already inserted or to be inserted and or used in the structure of any part of any building or structure on the Lot Benefited.
  - 10.3 The Grantor grants the Grantee the right of shelter:
    - (a) by all such parts of any building or structure on the Lot Burdened as are capable of affording shelter; and
    - of all such other parts of any building or structure on the Lot Benefited as are capable of being sheltered by the building or structure on the Lot Burdened.
- 11. Terms of Easement for Visitor Parking variable width (3G) (limited in stratum) nnmbered 7 in the Plan:
- 11.1 The site of the easement may be used for the parking of vehicles of visitors to occupants of Knox on Bowman, Stonecutters and Sugar Dock.
- 11.2 The site of the easement may only be used for the parking of visitors' vehicles and for no other purpose.
- 12. Terms of Easement for Support (3H) numbered 8 in the Plan:
- 12.1 The Grantor grants to the Grantee the right for the Lot Benefited to be supported by the lot Burdened to the extent that the Lot Benefited derives support from the Lot Burdened on the conditions set out in this easement.
  - 12.2 The grantor must, at its own cost, maintain and repair the support to that part of the Lot burdened which is capable of affording support to the Lot Benefited at all times by, amongst other things, ensuring that the support (including any membrane that provides support to the lot Benefited) is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.
  - 12.3 The grantor may have obligations under a Strata Management Statement (and any shared facilities code adopted under a strata management statement] regarding the operation, maintenance, use and cost appointment for the Easement Site and the facilities in the Easement Site. In complying with these obligations, the Grantor and its Authorised Users must comply with any requirement in a Strata Management Statement.
- 12.4 If the Grantor does not maintain the support provided by the Lot Burdened to the Lot Benefited as required un der clause 12.2, the Grantee many (without limiting or prejudicing 6376095.15 RZF MRT

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the Grantee's right to make a claim against the Grantor for failing to comply with its obligations), at the cost of the Grantor, do anything reasonably necessary for the purpose of exercising its rights under this easement, including:

- (a) carrying out work on the Lot Burdened to ensure that support is maintained to the Lot Benefited, including additional supporting works reasonably necessary; and
- (b) entering the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 12.5 In exercising its rights under this easement, the Grantee must:
  - (a) ensure that all work on the Lot Benefited is done properly; and
  - (b) cause as little interference as is reasonably practicable to the Grantor or to any occupier;
     and
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it.
  - (d) if material damage (being material damage arising because the Grantee has not complied with paragraphs (a), (b) or (c) of clause 12.5) is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
- 12.6 Except when urgent work is required, the Grantee must:
  - (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened; and
  - (b) only enter the Lot Burdened during times reasonably agreed with the Grantor; and
  - (c) comply with the reasonable directions of the Grantor (which term for the purposes of clause 12.6(c) includes an Owners Corporation but does not include any lessee under a lot lease in a strata scheme registered in respect of the Lot Burdened) relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee.
- 12.7 Subject to clause 12.8, the Grantor releases and indemnifies and keeps indemnified the Grantee, the Council or relevant Authority as the case may be against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the support malfunctioning or not working, or by reason of the Grantee carrying out the repairs or maintenance works contemplated under clause 12.4 including:
  - (a) all costs incurred by the Grantee under clause 12.2;
  - (b) loss or damage to the property of the Grantee, Couucil or relevant Authority;
  - (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.
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12.8 The Grantor's release and indemnity under clause 12.6 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.

#### 13. Terms of Positive Covenant numbered 9 in the Plan

- 13.1 The Grantor must maintain the support referred to clause 12 of this Instrument at all times by, amongst other things, ensuring that the support is regularly inspected, maintained, repaired and kept in a sound structural condition.
- 13.2 If a Grantor does not maintain the support provided by the Lot Burdened to the Land Benefited as required under clause 13.1 of this Instrument, the Grantee in its absolute discretion, may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant, including:
  - (a) carry out work on the Lot Burdened to ensure that the support is maintained to the Lot Benefited including additional supporting works reasonably necessary; and
  - (b) enter the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 13.3 In exercising its rights under this public positive covenant, the Grantee must:
  - (a) ensure that all work is done properly;
  - (b) eause as little interference as practicable to the Occupier of the Lot Burdened;
  - (c) eause as little damage as is practicable to the Lot Burdened and any improvements on it; and
  - (d) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.
- 13.4 Except when urgent work is required, the Grantee must:
  - (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
  - (b) enter the Lot Burdened only between the hours of 9.00 am to 5.00 pm on Monday to Friday, or during other times reasonably agreed by the Grantor; and
  - (c) eomply with the reasonable directions of the Grantor (which term for the purposes of this clause 13.4(c) does not include any lessee under a lot lease in a leasehold strata seheme registered (in respect of the Lot Burdened) under the Act) relating to any security arrangements in place in respect of the Lot Burdened intended to be entered by the Grantee.
- 13.5 The Grantor releases and indemnifies and keeps indemnified the Grantce (if the Grantee is an Authority), the Council or relevant Authority as the case may be against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the support malfunctioning or not working, or by reason of the

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Grantee carrying out the repairs or maintenance works contemplated under clause 13.2 including:

- (a) all costs incurred by the Grantee under clause 13.2;
- (b) loss or damage to the property of the Grantee, Council or relevant Authority;
- (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
- (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.
- 13.6 The Grantor's release and indemnity under clause 13.5 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.
- 13.7 This public positive covenant extinguishes to the extent that the easement for support 3(H) numbered 12 in the Plan is extinguished.
- 14. Terms of Easement for Crane Jib Swing (3J) (limited in stratum) numbered 10 in the Plan:
- 14.1 The Owner of the Lot Benefited:
  - (a) may suspend and swing a crane jib with or without loads over the airspace above the Lot Burdened; and
  - (b) may have its crane job overhang the Lot Burdened during the period of the works to be carried out on the Lot Benefited; and
  - (c) must keep the crane jib in good repair and safe condition.
- 14.2 The owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the crane jib.
- 14.3 In exercising those powers, the Owner of the Lot Benefited must:
  - (a) obtain all relevant approvals from any governmental agency;
  - (b) comply with the approvals and requirements of any governmental agency and with the reasonable requirements of the Owner of the Lot Burdened when carrying out work;
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - (d) make good any collateral damage;
  - (e) ensure all work is done properly; and
  - (f) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened.

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14.4 If:

- (a) the Owner of the Lot Benefited has failed to carry out a responsibility imposed by this Easement; and
- (b) the Owner of the Lot Burdened has notified the Owner of the Lot Benefited in writing of such failure; and
- (c) the Owner of the Lot Benefited has not taken reasonable steps towards rectifying such failure within the time, if any, specified in the notice given under clause 14.4(b) (such time to be reasonable) and if uo time is specified, within 40 business days,

the Owner of the Lot Burdened may, acting reasonably, take all lawful steps necessary to ensure that the responsibility is carried out and may recover any expense reasonably incurred by the Owner of the Lot Burdened from the Owner of the Lot Benefited.

- 14.5 This easement will cease to have effect on the date which is 6 months after the registration of the strata plan for last building constructed on the Lot Benefited.
- 14.6 The Grantee must provide the Grantor with a copy of the final occupation certificate within 10 to 15 business days of the date of the final occupation certificate of the last building constructed on the Lot Benefited.
- 15. Terms of right to use Loading Dock variable width (3K) (limited in stratum) numbered 11 in the Plan
- 15.1 Full, free and unimpeded right for the owner of the Lot Benefited in common with the owner of the Lot Burdened and persons authorised by them to use the Easement Site for the purpose of the delivery, loading and unloading of furniture and goods subject to the conditions set out in clause 15.2.
- 15.2 The Easement Site may not be used between 10.00 pm and 6.00 am on any days.

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Council Authorised Person

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ePlan (DOC.16) Sheet 16 of 22

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.

- 16. Terms of Easement for Visitor Parking Variable Width (3L) (limited in stratum) numbered 12 in the Plan:
- 16.1 The site of the easement may be used for parking of vehicles of visitors to occupants of Sugar Dock and Silk.
- 16.2 The site of the easement may only be used for the parking of visitors' vehicles and for no other purpose.
- 17. Terms of Easement to use Garbage Room (3M) (limited in stratum) numbered 13 in the Plan:
- 17.1 This easement benefits
  - (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
  - (b) any Authorised User.
- 17.2 The Grantee and any Authorised User may:
  - (a) on foot; and
  - (b) with or without a vehicle pass and repass across that part of the Lot Burdened by this easement, with or without any tools, containers, equipment or other such items, to get to or from the Lot Benefited and to or from and use the garbage room situated on the Lot Burdened;
  - (c) do anything reasonably necessary for that purpose including:
    - (i) inspecting the Lot Benefited from the Lot Burdened; and
    - (ii) entering the Lot Burdened; and
    - (iii) using the garbage room for its designated purpose; and
    - (iv) taking anything onto the Lot Burdened; and
    - (v) carrying out work such as installing, constructing, placing and repairing any parts of the Lot Benefited including any windows, conduits, structures and equipment.
- 17.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
  - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and

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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.

- (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened:
- (c) make good any collateral damage;
- (d) make sure that any fire doors are kept securely shut after passing across that part of the Lot Burdened to get to or from the Lot Benefited; and
- (e) clean any dirt, spillage or other matter caused by them.
- 17.4 The Grantor and the Grantee must keep and maintain in good and substantial repair order and condition that part of the Lot Burdened by this easement and must carry out any works that are reasonably necessary including constructing, placing, repairing or maintaining trafficable surfaces, walkways or structures to ensure that the Easement Site is suitable for use.
- 17.5 If the Grantor fails to comply within a reasonable time with the provisions of clause 18.4, the Grantee may do anything reasonably necessary to ensure the Easement Site is suitable for use including:
  - (a) entering the Lot Burdened; and
  - (b) taking anything on to the Lot Burdened as reasonably required for the purposes of carrying out work on or within the Easement Site.
- 17.6 The Owner of the Lot Benefited indemnifies the Owner of the Lot Burdened from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this easement.
- 18. Terms of Easement to Drain Water (3N) (limited in stratum) numbered 14 in the Plan:
- 18.1 The Grantee may:
  - (a) drain water (whether rain, storm, spring, soakage or seepage water) in any quantities in conduits through each Lot Burdened, but only within the site of this easement; and
  - (b) may do anything reasonably necessary for that purpose, including:
    - (i) entering the Lot Burdened; and
    - (ii) taking anything on to the Lot Burdened; and
    - (iii) using any existing line of conduits; and\
    - (iv) carrying out works, such as constructing, placing or repairing conduits and equipment.

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Sheet 18 of 22

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

- 18.2 In exercising those powers, the Grantee must:
  - (a) ensure all work is done properly; and
  - (b) cause as little inconvenience as is practicable to the owner of the Lot burdened and any occupier of the Lot Burdened; and
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement to or on it; and
  - (d) restore the Lot Burdencd as nearly as is practicable to its condition prior to commencement of the works; and;
  - (e) make good any collateral damage.
- 18.3 The Grantor and the Grantee must keep and maintain in good and substantial repair order and condition that part of the Lot Burdened by this easement and must carry out any works that are reasonably to ensure that the Easement Site is suitable for use.
- 18.4 If the Grantor fails to comply within a reasonable time with the provisions of clause 19.4, the Grantee may do anything reasonably necessary to ensure the Easement Site is suitable for use including:
  - (a) entering the Lot Burdened; and
  - (b) taking anything on to the Lot Burdened as reasonably required for the purposes of carrying out work on or within the Easement Site.
- 18.5 The Owner of the Lot Benefited indemnifies the Owner of the Lot Burdened from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this easement.
- 19. Terms of Positive Covenant numbered 15 in the Plan:
- 19.1 The Grantor must maintain the drainage conduits and equipment referred to in clause 18 of this Instrument at all times by, amongst other things, ensuring that the conduits and equipment are regularly inspected, maintained, repaired and kept in a sound condition.
- 19.2 If a Grantor does not maintain the drainage conduits and equipment provided by the Lot Burdened to the Land Benefited as required under clause 19.1 of this Instrument, the Grantee, in its absolute discretion, may do anything reasonably necessary for the purpose of exercising its rights under this public positive covenant including:
  - (a) carrying out work on the Land Burdened to ensure that the support is maintained to the Land Benefited including additional supporting works reasonably necessary; and

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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.

- (b) entering the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 19.3 In exercising its rights under this public positive covenant, the Grantee must:
  - (a) ensure that all work is done properly;
  - (b) cause as little interference as practicable to the Occupier of the Lot Burdened;
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
  - (d) if damage is caused, restore the Lot Burdened as nearly as practicable to the condition it was before the damage occurred.
- 19.4 Except when urgent work is required, the Grantee must:
  - (a) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
  - (b) enter the Lot Burdened only between the hours of 9.00 am to 5.00 pm on Monday to Friday, or during other times reasonably agreed by the Grantor; and
  - (c) comply with the reasonable directions of the Grantor relating to any security arrangements in place in respect of the Lot Burdened intended to be entered by the Grantee.
- 19.5 The Grantor releases and indemnifies and keeps indemnified the Grantee (if the Grantee is a Prescribed Authority), the Council or relevant Authority as the case may be against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee, Council or relevant Authority that is caused by the support malfunctioning or not working, or by reason of the Grantee carrying out the repairs or maintenance works contemplated under clause 19.2 including:
  - (a) all costs incurred by the Grantee under clause 19.2;
  - (b) loss or damage to the property of the Grantee, Council or relevant Authority;
  - (c) damage, expense, loss or liability in respect of loss or damage to any other property; and
  - (d) damage, expense, loss or liability in respect of personal injury, disease, illness or death.
- 19.6 The Grantor's release and indemnity under clause 19.5 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantee or its officers, employees, contractors or agents.
- 19.7 This public positive covenant extinguishes to the extent that the easement to Drain Water (3N) numbered 18 in the Plan is extinguished.
- 20. Terms of Easement to use Car Wash Bay (3P) (limited in stratum) numbered 16 in the Plan:

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ePlan (DOC.16) Sheet 20 of 22

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.

20.1 Full, free and unimpeded rights for the occupants of the Lot Benefited in common with the occupants of the Lot Burdened to use the Easement Site for the purpose of washing vehicles.

#### 21. Terms of Restriction on the use of land numbered 17 in the Plan:

21.1 The residential apartments and any other form of residential accommodation within or forming part of the lot burdened shall be used and occupied for the sole purpose of permanent residential accommodation and shall be restricted to use as "residential development" as defined in the Sydney Local Environmental Plan 2005.

Name of authority empowered to vary release or modify this restriction:

Council of the City of Sydney

#### 22. Terms of Restriction on the use of land numbered 18 in the Plan:

The on-site carparking spaces and storage spaces are not to be used by persons other than residents of Stonecutters, Knox on Bowman, Sugar Dock or Silk.

Name of authority empowered to vary release or modify this restriction:

Council of the City of Sydney

Signed sealed and delivered on behalf of **Jacksons Landing Development Pty Limited by** its attorney under power of attorney registered book 454% no 512 in the presence of

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Attorney

Print names

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Council Authorised Person

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Sheet 21 of 22

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 Couveyancing Act 1919.

| Signed sealed and delivered on behalf of Australian Executor Trustees (NSW) Pty Limited by its attorney under power of attorney registered book 1517 no 213 in the presence of: | Glenn White                    |
|---|--------------------------------|
| registered book 517 no 413 in the presence of:  | MANAGER                        |
| 2. Crawford   | Attorney FINANCE               |
| Witness   | Yvonne Kelaher RELATIONAMPHICE |
| x Donald Crawford   | χ                              |
| Print name  | Print names                    |
| 22/201 Kert Street, Sydney<br>Print address   | y Nsw 2000                     |

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Sheet 22 of 22

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.

**Execution by the Ministerial Holding Corporation** 

SIGNED by me CASE ANDERS STEVEN MALMBERG as delegate of the Minister administering the Environmental Planning and Assessment Act, 1979, and Thareby certify that I have no notice of the revocation of such delegation.

15-9-10.

REGISTERED



12.10.2010

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Council Authorised Person

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Sheet I of 7 (DOC.17)

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.

P270215

Plan of Subdivision of Development Lots 58, 60 & 84 in Community Plan 270215 covered by Council's 5/2011/64 Certificate No

owner of the land:

Full name and address of the Jacksons Landing Development Pty Limited ACN 073 932 206 of 30 The Bond, Hicksons Road, Millers Point

### Part 1 (Creation)

| Number of item shown in the intention panel on the plan: | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan: | Burdened lot(s) or parcel(s): | Benefited lot(s),<br>road(s), bodies or<br>Prescribed Authorities: |
|--|---|-------------------------------|--|
| 1  | Easement to use Recreation Areas (4A) Variable Width (Limited in Stratum)   | 86                            | CP/SP84689   |
| 2  | Easement for Access (4B) Variable Width   | 59 DP 270215                  | 86   |
| 3  | Positive Covenant (4B)  | 86                            | City of Sydney Council and Ministerial Holding Corporation         |

### Part 2 (Terms)

#### 1. Interpretation

#### 1.1 **Definitions**

In this instrument, unless a contrary intention appears:

Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

**Authorised User** means any person authorised by a prescribed authority or the Grantee of the Lot Benefited (as the case may be) for the purposes of any Easement created by this Instrument, and includes:

Council Authorised Person

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SILK STRATUM

Sheet 2 of 7

(DOC.17)

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.

### DP270215

- (a) if the Grantee is or becomes a Strata Scheme, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Conveyancing Act means the Conveyancing Act 1919 (NSW).

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

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

### Grantee means;

- (a) the owner or mortgagee in possession of the Lot Benefited; and
- (b) an Authority Benefited.

**Grantor** means the owner or mortgagee in possession of the Lot Burdened.

Instrument means this section 88B instrument.

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Lot Benefited means the whole or any part of a lot having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

Management Act means the Strata Schemes Management Act 1996 (NSW).

**Occupier** means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of a Lot Burdened.

**Owners Corporation** means an owners corporation constituted under the Management Act on registration of a Strata Plan.

**Services** includes water, sewerage, drainage, gas, electricity, ventilation, lighting, irrigation, exhaust, air-conducted air, air-conditioned air, garbage, telephone, television or radio impulses or signal services.

Council Authorised Person

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SILK STRATUM

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ePlan Sheet 3 of 7

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

### DP270215

Strata Plan means a strata plan registered under the Act.

Strata Scheme means a strata scheme created under the Act.

- 1.2 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", amongst other things or "such as" are not used as, nor are they to be 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 a similar kind.
- 1.3 Headings do not affect the interpretation of this Instrument.
- 1.4 A requirement in an Easement (other than a positive covenant under Section 88B of the Conveyancing Act) which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act except that subsections (6) and (7) do not apply.
- 1.5 The rights and obligations in an Easement that do not provide for extinguishment and removal of that Easement from the relevant titles upon a dedication of Lot Burdened as a Public Road is intended to continue to apply after any such dedication. In other words, the dedication is intended to occur subject to those Easements.

### 2. Covenants and agreements between Grantee and Grantor

The conditions, covenants and restrictions in this Instrument, including those within this clause and in each of the Easements, are covenants and agreements between:

- (a) the 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) the 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

Council Authorised Person

SILK STRATUM

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(DOC.17)

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.

# DP270215

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.

### 3. Complying with this Instrument

- 3.1 This clause applies to each Easement.
- 3.2 The Grantee and Grantor must, as appropriate, comply with the terms of the Easements.
- 3.3 For each Easement, the 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 this Instrument.
- 3.4 If a notice to the Grantor is required to be given under this Instrument, that notice must also be given to each Occupier. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

#### **EASEMENTS**

- 4. Terms of Easement to use recreational areas variable width (4A) (Limited in Stratum) numbered 1 in the Plan
- 4.1 This easement benefits
  - (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
  - (b) any Authorised User.
- 4.2 The Grantee and any Authorised User may pass and repass across any part of the Lot Burdened by this easement, on foot and with or without any tools, containers, equipment or other such items, to get to or from the Lot Benefited and to or from any shared facilities and rooms situated on the Lot Burdened.
- 4.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
  - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened;

Council Authorised Person

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SILK STRATUM

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(DOC.17)

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.

# DP270215

- (c) make good any collateral damage; and
- (d) clean any dirt, spillage or other matter caused by them.
- 5. Terms of Easement for Access variable width (4B) numbered 2 in the Plan
- 5.1 This Easement benefits
  - (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
  - (b) any Authorised User.
- 5.2 The Grantee and any Authorised User may pass and repass on foot or by bicycle or with or in any pram, wheelchair or motorised device used by disabled persons across the Easement Site to get to or from the Lot Benefited.
- 5.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
  - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened; and
  - (c) make good any collateral damage.
- 6. Terms of Positive Covenant () numbered 3 in the Plan
- 6.1 The owner of the Lot Burdened must, at its own cost, keep the Easement Site clean and tidy to the satisfaction of the Authority Benefited but is not responsible for the maintenance, repair or replacement, insurance of or any capital works nor security management of the Easement Site.

Council Authorised Person

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SILK STRATUM

Sheet 6 of 7

(DOC.17)

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.

### DP270215

- 6.2 Subject to clause 6.3, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or ability of any nature suffered or incurred by the Authority Benefited that is caused by the Easement Site not being maintained, repaired and replaced by the owner of the Lot Burdened when necessary including:
  - (a) all costs incurred by the Authority Benefited under clause 6.2;
  - (b) loss or damage to the property of the Authority Benefited; and
  - (c) damage, expense, loss or liability in respect of personal injury or death.
- 6.3 The owner of the Lot Burdened's release and indemnity under clause 6.2 will be reduced proportionately to the extent that the damager, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.

Signed sealed and delivered on behalf of Jacksons Landing Development Pty Limited by its attorney under power of attorney registered book 4620 no 801 in the presence of: Attomey MICINEL CHESEL TRACL SIMPSON Print name Print name 37 LAUREI Print address <u>WILLOUGHBY</u> NSW Print name ARIYARATNA

Council Authorised Person

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DP270215

Sheet 7 of 7 (DOC.17)

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.

Signed sealed and delivered on behalf of
Australian Executor Trustees (NSW) Limited
by its attorney under power of attorney registered

by its attorney under power of attorney registered book 45/7 no 2/3 in the presence of:

dated 12/04/07

Witness

SHIRLEY MALLOY

Print name Acco

Account Manager

Print address

Level 22 201 Kent St Sydney NSW 2000 Attorney

ROSE O'ROURKE

KERRY NGA

Print name

SENIOR ADMINISTRATOR CORPORATE TRUST RELATIONSHIP MANAGER

Council Authorised Person

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SILK STRATUM

REGISTERED



06.03.2012

Sheet 1 of 16

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

Plan: DP270215

Plan of Subdivision of Lots 59, 61 & 88 in Community Plan 270215 covered by Council's Certificate No \$ /2012/9

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited ACN 073 932 206 of 30 The Bond, Hicksons Road, Millers Point

### Part 1 (Creation)

| Number of item shown in the intention panel on the plan: | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan: | Burdened lot(s) or parcel(s): | Benefited lot(s),<br>road(s), bodies or<br>Prescribed Authorities: |
|--|---|-------------------------------|--|
| 1  | Easement for Public Access Variable Width (A) – Limited in Stratum  | 91                            | City of Sydney Council and Ministerial Holding Corporation         |
| 2  | Easement for Public Recreation Variable Width (B) – Limited in Stratum  | 91                            | City of Sydney Council and Ministerial Holding Corporation         |
| 3  | Easement for Support Variable Width (C)  - Limited in Stratum   | 91                            | 89 and 92  |
| 4  | Positive Covenant (C)   | 91                            | City of Sydney Council and Ministerial Holding Corporation         |
| 5  | Easement for Access Variable Width (D) - Limited in Stratum   | 92                            | 91   |
| 6  | Positive Covenant (D)   | 91                            | City of Sydney Council and Ministerial Holding Corporation         |
| 7  | Easement for Public Access 1.3 and 1.6 wide (E) – Limited in Stratum  | 91                            | City of Sydney Council and Ministerial Holding Corporation         |

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Council Authorised Person

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Sheet 2 of 16

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.

## DP270215

| 8  | Easement to Drain Water 1.3, 1.5, 1.6 and Variable Width (F) – Limited in Stratum  | 92<br>91 | 91<br>92   |
|----|--|----------|--|
| 9  | Restriction as to User   | 91       | City of Sydney<br>Council                                  |
| 10 | Easement to Permit Encroaching Footing to Remain 0.2 Wide (G) – Limited in Stratum | 92       | 91   |
| 11 | Easement for Access Variable Width (H) - Limited in Stratum                        | 92       | 91   |
| 12 | Easement for Water Service 1 wide (J) – Limited in Stratum                         | 89       | 91   |
| 13 | Positive Covenant  | 91       | City of Sydney Council and Ministerial Holding Corporation |

#### Part 2 (Terms)

### 1. Interpretation

#### 1.1 Definitions

#### In this instrument, unless a contrary intention appears:

Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

Authorised User means any person authorised by a prescribed authority or the Grantee of the Lot Benefited (as the case may be) for the purposes of any Easement created by this Instrument, and includes:

- (a) if the Grantee is or becomes a Strata Scheme, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors and licensees; and
- (c) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

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### ePlan(DOC.18)

# DP270215

Sheet 3 of 16

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.

Conveyancing Act means the Conveyancing Act 1919 (NSW).

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means:

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

#### Grantee means;

- (a) the owner or mortgagee in possession of the Lot Benefited; and
- (b) an Authority Benefited.

Grantor means the owner or mortgagee in possession of the Lot Burdened.

Instrument means this section 88B instrument.

Lot Benefited means the whole or any part of a lot having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

Management Act means the Strata Schemes Management Act 1996 (NSW).

Occupier means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of a Lot Burdened.

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Services includes water, sewerage, drainage, gas, electricity, ventilation, lighting, irrigation, exhaust, air-conducted air, air-conditioned air, garbage, telephone, television or radio impulses or signal services.

Strata Plan means a strata plan registered under the Act.

Strata Management Statement means a strata management statement registered according to the Act which applies to any of the lots in the Plan.

Strata Scheme means a strata scheme created under the Act.

1.2 Unless a contrary intention appears, a reference in this Instrument to:

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### ePlan (DOC.18) Sheet 4 of 16

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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.

- (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", amongst other things or "such as" are not used as, nor are they to be 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 a similar kind.
- 1.3 Headings do not affect the interpretation of this Instrument.
- 1.4 A requirement in an Easement (other than a positive covenant under Section 88B of the Conveyancing Act) which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act except that subsections (6) and (7) do not apply.
- 1.5 The rights and obligations in an Easement that do not provide for extinguishment and removal of that Easement from the relevant titles upon a dedication of Lot Burdened as a Public Road is intended to continue to apply after any such dedication. In other words, the dedication is intended to occur subject to those Easements.

#### 2. Covenants and agreements between Grantee and Grantor

The conditions, covenants and restrictions in this Instrument, including those within this clause and in each of the Easements, are covenants and agreements between:

- (a) the 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) the 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.

### 3. Complying with this Instrument

- 3.1 This clause applies to each Easement.
- 3.2 The Grantee and Grantor must, as appropriate, comply with the terms of the Easements.
- 3.3 For each Easement, the 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 this Instrument.

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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.

3.4 If a notice to the Grantor is required to be given under this Instrument, that notice must also be given to each Occupier. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

#### **EASEMENTS**

- 4. Terms of Easement for Public Access variable width (A) Limited in Stratum numbered 1 in the Plan
- 4.1 This Easement benefits:
  - (a) the Authority Benefited; and
  - (b) any Authorised User.
- 4.2 The Grantee and any Authorised User may pass and repass on foot or by bicycle or with or in any pram, wheelchair or motorised device used by disabled persons, with animals, across that part of the Easement Site to get to or from any other part of the Lot Burdened that the Grantee intends for its Authorised Users to be used as public space or for public recreation.
- 4.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
  - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened.
- 4.4 The Grantor must keep and maintain the Easement Site in good and substantial repair order and condition and must carry out any works that are reasonably necessary including constructing placing repairing or maintaining trafficable surfaces, walkways or structures to ensure that the right of access is suitable for use.
- 4.5 Subject to clause 4.6, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or liability of any nature suffered or incurred by the Authority Benefited as a result of the use of the Easement Site by any person.
- 4.6 The owner of the Lot Burdened's release and indemnity under clause 4.5 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.

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

- 5. Terms of Easement for Public Recreation variable width (B) Limited in Stratum numbered 2 in the Plan
- 5.1 This Easement benefits:
  - (a) the Authority Benefited; and
  - (b) any Authorised User.
- 5.2 The Grantee and any Authorised User may use and temporarily remain on the Easement Site for public recreation purposes and may pass and repass on foot or by bicycle or with or in any pram, wheelchair or motorised device used by disabled persons, with animals, across the Easement Site.
- 5.3 In exercising those powers, the Grantee must:
  - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened.
- 5.4 The Grantor must keep and maintain the Easement Site in good and substantial repair order and condition and must carry out any works that are reasonably necessary including constructing placing repairing or maintaining trafficable surfaces, walkways, gardens, displays or structures to ensure that the Easement Site is suitable for use for public recreation.
- 5.5 Subject to clause 5.6, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or liability of any nature suffered or incurred by the Authority Benefited as a result of the use of the Easement Site by any person.
- 5.6 The owner of the Lot Burdened's release and indemnity under clause 5.5 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.
- 6. Terms of Easement for Support variable width (C) Limited in Stratum numbered 3 iu the Plan

| 6.1 This Easement benefits: | _                 |
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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.

- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
- (b) any Authorised User.
- 6.2 The owner of the Lot Burdened grants to the Grantee the right for the Lot Benefited to be supported by the Lot Burdened to the extent that the Lot Benefited derives support from the Lot Burdened on the conditions set out in this Easement.
- 6.3 The Grantor must, at its own cost, maintain and repair the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefited at all time by, amongst other things, ensuring that the support is regularly inspected, maintained and replaced to the reasonable satisfaction of the Grantee.
- 7. Terms of Positive Covenant (C) numbered 4 in the Plan
- 7.1 The Grantor must, at its own cost, maintain and repair the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefited at all time by, amongst other things, ensuring that the support is regularly inspected, maintained and replaced to the reasonable satisfaction of the Grantee.
- 7.2 If the owner of the Lot Burdened does not maintain repair or replace the support provided by the owner of the Lot Burdened to the Lot Benefited as required under clause 7.1, the owner of the Lot Benefited may (without limiting or prejudicing the owner of the Lot Benefited's right to make a claim against the owner of the Lot Burdened for failing to comply with its obligations), at the cost of the owner of the Lot Burdened, do anything reasonably necessary for the purpose of exercising its rights under this covenant, including:
  - (a) carrying out work on the Lot Burdened to ensure that support is maintained to the Lot Benefited, including additional supporting works reasonably necessary; and
  - (b) entering the Lot Burdened with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- 7.3 In exercising its rights under this covenant, the owner of the Lot Benefited must:
  - (a) ensure that all work is done properly;
  - (b) cause as little interference as reasonably practicable to the owner of the Lot Burdened or to any occupiers of the Lot Burdened;
  - (c) cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it; and
  - (d) if material damage is caused (being material damage arising because the owner of the Lot Benefited has not complied with paragraphs (a), (b) and (c) of this clause), restore the Lot Burdened as nearly as practicable to the condition it was in before the damage occurred.

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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.

- 7.4 Except when urgent work is required, the owner of the Lot Benefited must:
  - (a) give the owner of the Lot Burdened or its nominee reasonable notice of intention to enter the Lot Burdened;
  - (b) only enter the Lot Burdened during times reasonably agreed with the owner of the Lot Burdened; and
  - (c) comply with the reasonable directions of the owner of the Lot Burdened (which term, for the purposes of this sub-clause, includes an owners corporation, but does not include any lessee under a lot lease in a strata scheme registered in respect of the Lot Burdened) relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered into by the owner of the Lot Benefited.
- 7.5 Subject to clause 7.6, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the owner of the Lot Benefited and the Council as the case may be, from and against all damage, expense, loss or liability of any nature suffered or incurred by the owner of the Lot Benefited or the Council that is caused by the support not being maintained, repaired and replaced by the owner of the Lot Burdened when necessary including:
  - (a) all costs incurred by the owner of the Lot Benefited under clause 7.2;
  - (b) loss or damage to the property of the owner of the Lot Benefited; and
  - (c) damage, expense, loss or liability in respect of personal injury or death.
- 7.6 The owner of the Lot Burdened's release and indemnity under clause 7.5 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the owner of the Lot Benefited or its officers, employees, contractors or agents.
- 8. Terms of Easement for Access variable width (D) Limited in Stratum numbered 5 in the Plan:
- 8.1 This Easement benefits

Council Authorised Person

- (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
- (b) any Authorised User.
- 8.2 The Grantee and any Authorised User may pass and repass with or without vehicles across the Easement Site to get to or from the Lot Benefited.
- 8.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:

| (a)          | cause as little | inconvenience | 98 i | ş pra | cticabl | e to t | he ( | Grantor | and | any | occupier | of the I | ∟ot |
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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.

- (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened; and
- (c) make good any collateral damage.
- 8.4 Subject to clause 8.5, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Grantee from and against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee as a result of the use of the Easement Site by any person.
- 8.5 The owner of the Lot Burdened's release and indemnity under clause 8.4 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Grantee or its officers, employees, contractors or agents.

#### 9. Terms of Positive Covenant (D) numbered 6 in the Plan

- 9.1 The owner of the Lot Burdened must, at its own cost, maintain the Easement Site in good and substantial repair order and condition and must carry out any works that are reasonably necessary including constructing placing repairing or maintaining trafficable surfaces to ensure that the right of access is suitable for use to the reasonable satisfaction of the Authority Benefited.
- 9.2 If the owner of the Lot Burdened does not maintain the Easement Site as required under clause 9.1, the Authority Benefited may (without limiting or prejudicing the Authority Benefited's right to make a claim against the owner of the Lot Burdened for failing to comply with its obligations), at the cost of the owner of the Lot Burdened, do anything reasonably necessary for the purpose of exercising its rights under this covenant, including carrying out any works that are reasonably necessary including constructing placing repairing or maintaining trafficable surfaces to ensure that the right of access is suitable for use.
- 9.3 In carrying out its obligations under this covenant, the owner of the Lot Burdened must:
  - (a) ensure that all work is done properly;
  - (b) cause as little interference as reasonably practicable to the public;
  - (c) cause as little damage as is reasonably practicable to the Easement Site and any improvement on it; and
  - (d) if material damage is caused (being material damage arising because the owner of the Lot Burdened has not complied with paragraphs (a), (b) and (c) of this clause), restore the Easement Site as nearly as practicable to the condition it was in before the damage occurred;
  - (e) give the Authority Benefited reasonable notice of intention to enter the Easement Site;

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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.

- (f) only enter the Easement Site during times reasonably agreed with the Authority Benefited; and
- (g) comply with the reasonable directions of the Authority Benefited.
- 9.4 Subject to clause 9.5, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or ability of any nature suffered or incurred by the Authority Benefited that is caused by the Easement Site not being maintained, repaired and replaced by the owner of the Lot Burdened when necessary including:
  - (a) all costs incurred by the Authority Benefited under clause 9.2;
  - (b) loss or damage to the property of the Authority Benefited; and
  - (c) damage, expense, loss or liability in respect of personal injury or death.
- 9.5 The owner of the Lot Burdened's release and indemnity under clause 9.4 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.
- 10. Terms of Easement for Public Access 1.3 and 1.6 wide (E) Limited in Stratum numbered 7 in the Plan
- 10.1 This Easement benefits
  - (a) the Authority Benefited; and
  - (b) any Authorised User.
- 10.2 The Grantee and any Authorised User may pass and repass on foot or by bicycle or with or in any pram, wheelchair or motorised device used by disabled persons, with animals, across that part of the Easement Site to get to or from any other part of the Lot Burdened that the Grantee intends for its Authorised Users to be used as public space or for public recreation.
- 10.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
  - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened.
- 10.4 The Grantor must keep and maintain the Easement Site in good and substantial repair order and condition and must carry out any works that are reasonably necessary including constructing

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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.

placing repairing or maintaining trafficable surfaces, walkways or structures to ensure that the right of access is suitable for use.

- 10.5 Subject to clause 10.6, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Authority Benefited from and against all damage, expense, loss or liability of any nature suffered or incurred by the Authority Benefited as a result of the use of the Easement Site by any person.
- 10.6 The owner of the Lot Burdened's release and indemnity under clause 10.5 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Authority Benefited or its officers, employees, contractors or agents.
- 11. Terms of Easement to Drain Water 1.3, 1.5, 1.6 and variable width (F) Limited in Stratum numbered 8 in the Plan
- 11.1 The Grantee may:
  - (a) drain water (whether rain, storm, spring, soakage or seepage water) in any quantities in conduits through each Lot Burdened, but only within the Easement Site; and
  - (b) may do anything reasonably necessary for that purpose, including:
    - (i) entering the Lot Burdened; and
    - (ii) taking anything on to the Lot Burdened; and
    - (iii) using any existing line of conduits; and\
    - (iv) carrying out works, such as constructing, placing or repairing conduits and equipment.
- 11.2 In exercising those powers, the Grantee must:
  - (a) ensure all work is done properly; and
  - (b) cause as little inconvenience as is practicable to the owner of the Lot Burdened and any occupier of the Lot Burdened; and
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement to or on it; and
  - (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works;
  - (e) make good any collateral damage;

| (f) | give the Grantor reasonable n | otic | e of intention | omto enter | the Easement Site; |  |
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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.

- (g) only enter the Easement Site during times reasonably agreed with the Grantor; and
- (h) comply with the reasonable directions of the Grantor.

#### 12. Terms of Restriction as to User numbered 9 in the Plan

The on-site residential carparking spaces and storage spaces are not to be used by persons other than residents of the strata scheme.

Name of person empowered to vary release or modify this restriction:

Council of the City of Sydney

- 13. Terms of Easement to Permit Encroaching Footing to Remain 0.2 Wide (G) Limited in Stratum numbered 10 in the Plan
- 13.1 This Easement benefits:
  - (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
  - (b) any Authorised User.
- 13.2 The owner of the Lot Burdened grants to the Grantee the right to require the footings at the base of the Building on the Lot Benefited which encroach on the Lot Burdened to remain (the **Encroaching Structure**), but only to the extent they are within the Easement Site.
- 13.3 The Grantee must, at its own cost, maintain and repair the Encroaching Structure and may do anything reasonably necessary for this purpose including entering the Lot Burdened, taking anything on to the Lot Burdened and carrying out work.
- 13.4 In exercising these powers, the Grantee must:
  - (a) ensure all work is done properly; and
  - (b) cause as little inconvenience as is practicable to the owner of the Lot Burdened and any occupier of the Lot Burdened; and
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement to or on it; and
  - (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works;
  - (e) make good any collateral damage;

| (f)       | give the Grantor reasonable no | otice of intention to enter the Easement Site; |
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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.

- (g) only enter the Easement Site during times reasonably agreed with the Grantor; and
- (h) comply with the reasonable directions of the Grantor.
- 13.5 The Owner of the Lot Benefited indemnifies the Owner of the Lot Burdened from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this easement.
- 14. Terms of Easement for Easement for Access Variable Width (H) Limited in Stratum numbered 11 in the Plan
- 14.1 This Easement benefits
  - (a) the Grantee of the Lot Benefited or of any part of that lot with which the right is capable of enjoyment; and
  - (b) any Authorised User.
- 14.2 The Grantee and any Authorised User may pass and repass without vehicles across the Easement Site to get to and from the Lot Benefited.
- 14.3 In exercising the right referred to in this clause, the Grantee and any Authorised User must severally:
  - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement to or on the Lot Burdened; and
  - (c) make good any collateral damage.
- 14.4 Subject to clause 14.5, the owner of the Lot Burdened releases and indemnifies, and keeps indemnified the Grantee from and against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee as a result of the use of the Easement Site by any person.
- 14.5 The owner of the Lot Burdened's release and indemnity under clause 14.4 will be reduced proportionately to the extent that the damage, expense, loss or liability (including loss or liability in respect of personal injury or death) arises from a negligent or wilful act or negligence or wilful omission of the Grantee or its officers, employees, contractors or agents.

| 15. | Ferms of Easement for Water Service 1 wide (J) – Limited in Stratum numbered 12 | in |
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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.

- 15.1 The Grantee and any Authorised Users may use the Lot Burdened but only within the Easement Site to provide water services to and from the Lot Benefited; and may do anything reasonably necessary for that purpose, including:
  - (a) entering the Lot Burdened;
  - (b) taking anything on to the Lot Burdened; and
  - (c) carrying out works, such as constructing, placing or repairing pipes, conduits and equipment.
- 15.2 In exercising those powers, the Grantee must:
  - (a) ensure all work is done properly; and
  - (b) cause as little inconvenience as is practicable to the owner of the Lot Burdened and any occupier of the Lot Burdened; and
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement to or on it; and
  - (d) restore the Lot Burdened as nearly as is practicable to its condition prior to commencement of the works;
  - (e) make good any collateral damage;
  - (f) give the Grantor reasonable notice of intention to enter the Easement Site;
  - (g) only enter the Easement Site during times reasonably agreed with the Grantor; and
  - (h) comply with the reasonable directions of the Grantor.
- 15.3 This easement cannot be released, varied or modified without the written consent of Sydney Water Corporation.
- 16. Terms of Positive Covenant numbered 13 in the Plan
- 16.1 The owner of the Lot Burdened:
  - (a) indemnifies and must keep indemnified the City of Sydney Council and the Ministerial Holding Corporation from and against all claims, damage, expense, loss or liability of any nature suffered or incurred by the City of Sydney Council and the Ministerial Holding Corporation arising from the use of the Lot Burdened for public access;
  - (b) must maintain an insurance policy for public liability in the amount of \$20 million or any such amount as required by the City of Sydney Council from time to time for any single claim covering the use of the Lot Burdened for public access; and

| 5909897.7 RZF CCF         | (J | */ |  |
|---------------------------|----|----|--|
| Council Authorised Person |    |    |  |

Req:R413879 /Doc:DP 0270215 B /Rev:04-Jun-2012 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:01 /Seq:275 of 276  $\odot$  Office of the Registrar-General /Src:SAIGLOBAL /Ref: ePlan (DOC.18)

DP270215

Sheet 15 of 16

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.

(c) must at its own cost ensure that the part of the Lot Burdened available for public access is maintained, repaired, cleaned and lit to the satisfaction of the City of Sydney Council and the Ministerial Holding Corporation.

5909897.7 RZF CCF

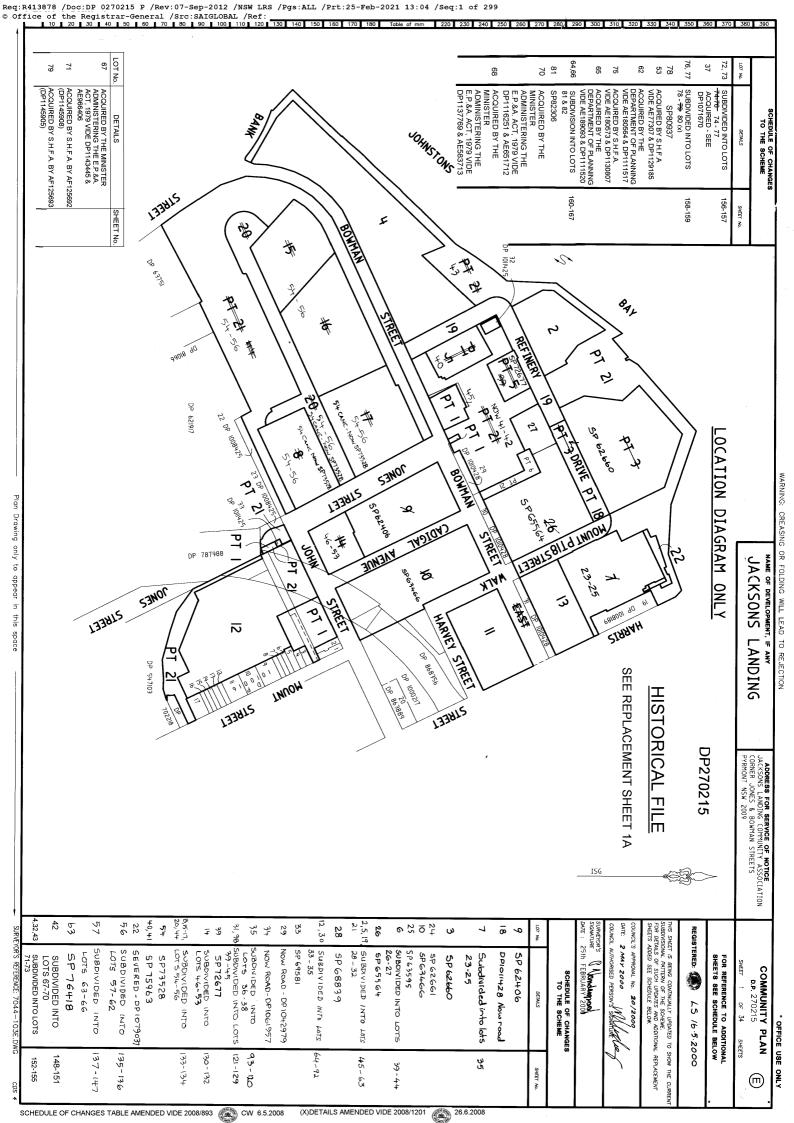
Council Authorised Person

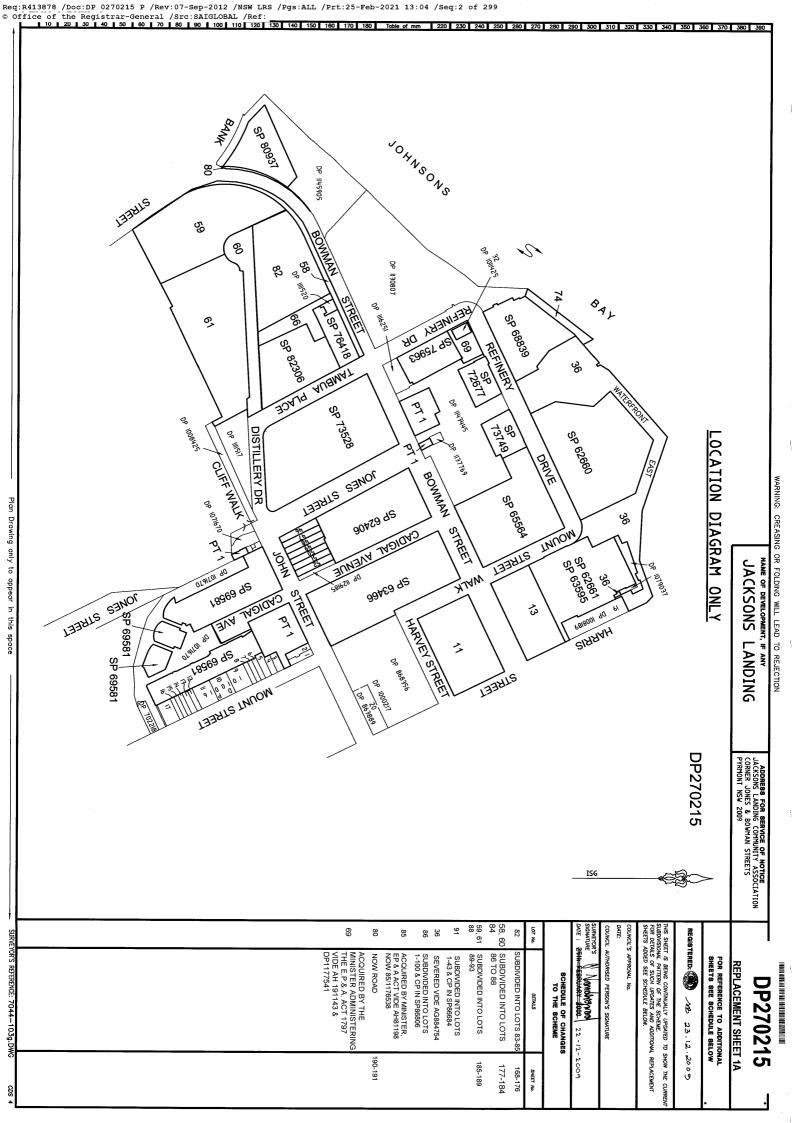
Sheet 16 of 16

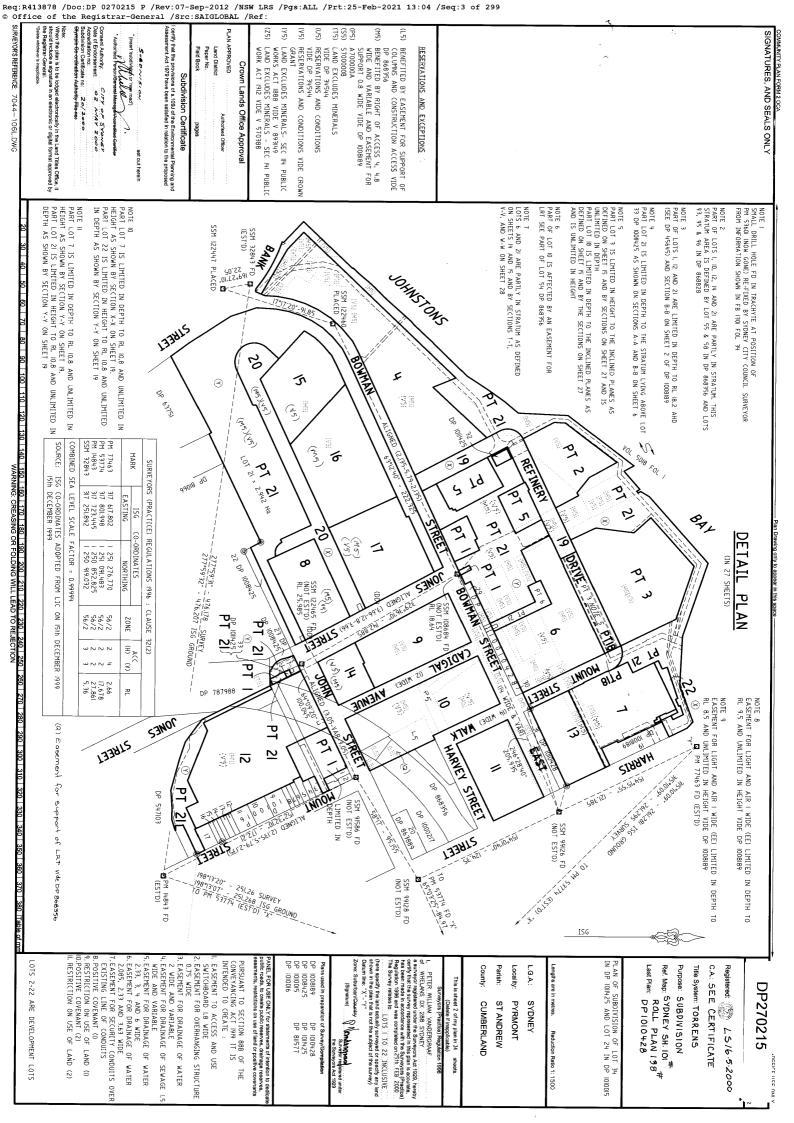
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

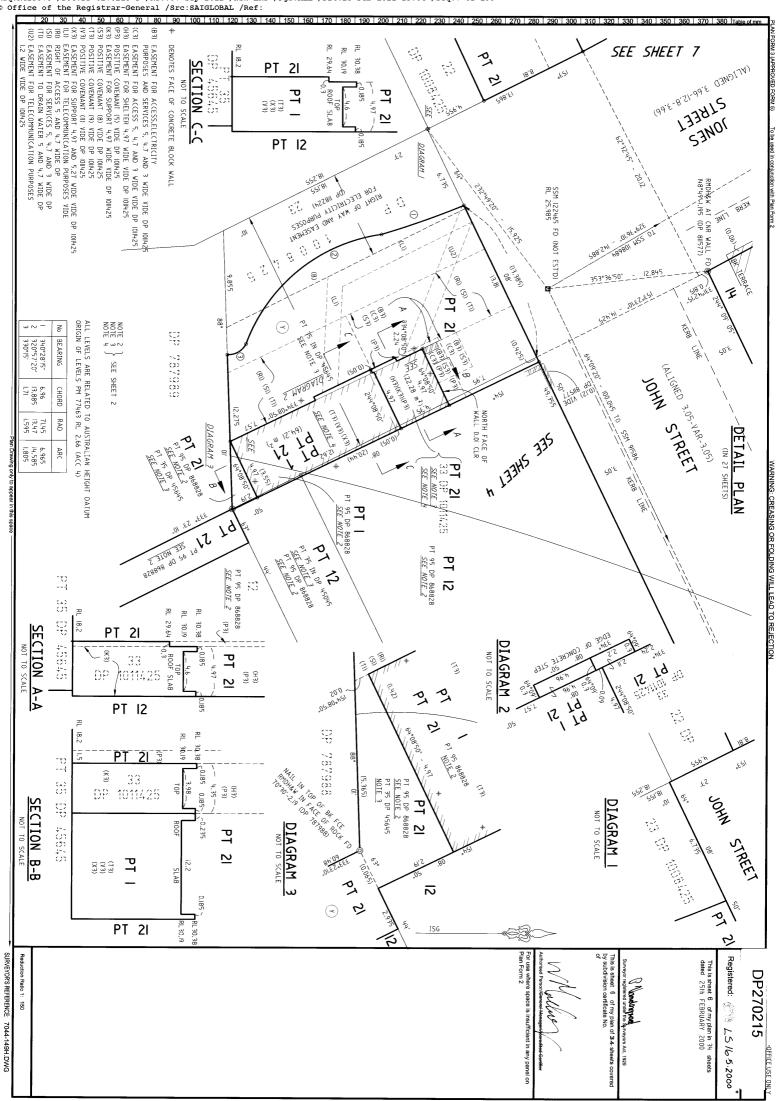
| Signed sealed and delivered on behalf of<br>Jacksons Landing Development Pty Limited by<br>its attorney under power of attorney registered<br>book 4620 no 801 in the presence of:  | u //  |
|---|---|
| Witness   | Attorney  |
| JAMES HAMMIN Print name   | MICHAGE CHSSEL  Print name                                    |
| Homin   | Sing on almost  |
| Janes Hammin  | RUWANI ARIYARATNA   |
| Print name  | Print name  |
| Signed sealed and delivered on behalf of  |   |
| Australian Executor Trustees (NSW) Limited by its attorney under power of attorney registered book 4517 no 213 in the presence of:  | ROROULLE  |
| Australian Executor Trustees (NSW) Limited by its attorney under power of attorney registered book 45/7 no 2/3 in the presence of:  | Attorney  SENIOR ADMINISTRATO  ROSE O'ROURKE  CORPORATE TRUST |
| Australian Executor Trustees (NSW) Limited by its attorney under power of attorney registered book 4517 no 213 in the presence of:  Witness  SHIRLEY DHARAMDAS  | Attorney  SENIOR ADMINISTRATO ROSE O'ROURKE CORPORATE TRUST   |
| Australian Executor Trustees (NSW) Limited by its attorney under power of attorney registered book 4517 no 213 in the presence of:  Witness  SHIRLEY DHARAMDAS  Print name  Augustian Executor Trustees (NSW) Limited by its attorney under power of attorney registered book 4517 no 213 in the presence of:  Witness  SHIRLEY DHARAMDAS | ROSE O'ROURKE CORPORATE TRUST  Print name                     |

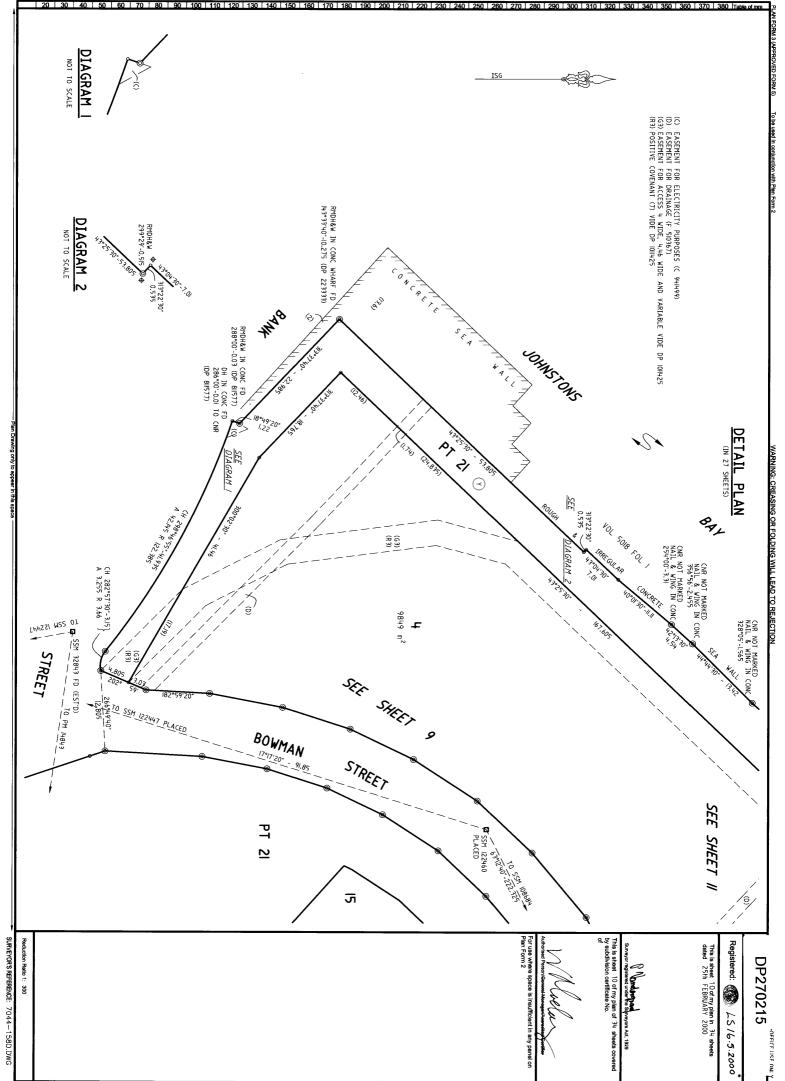
Council Authorised Person

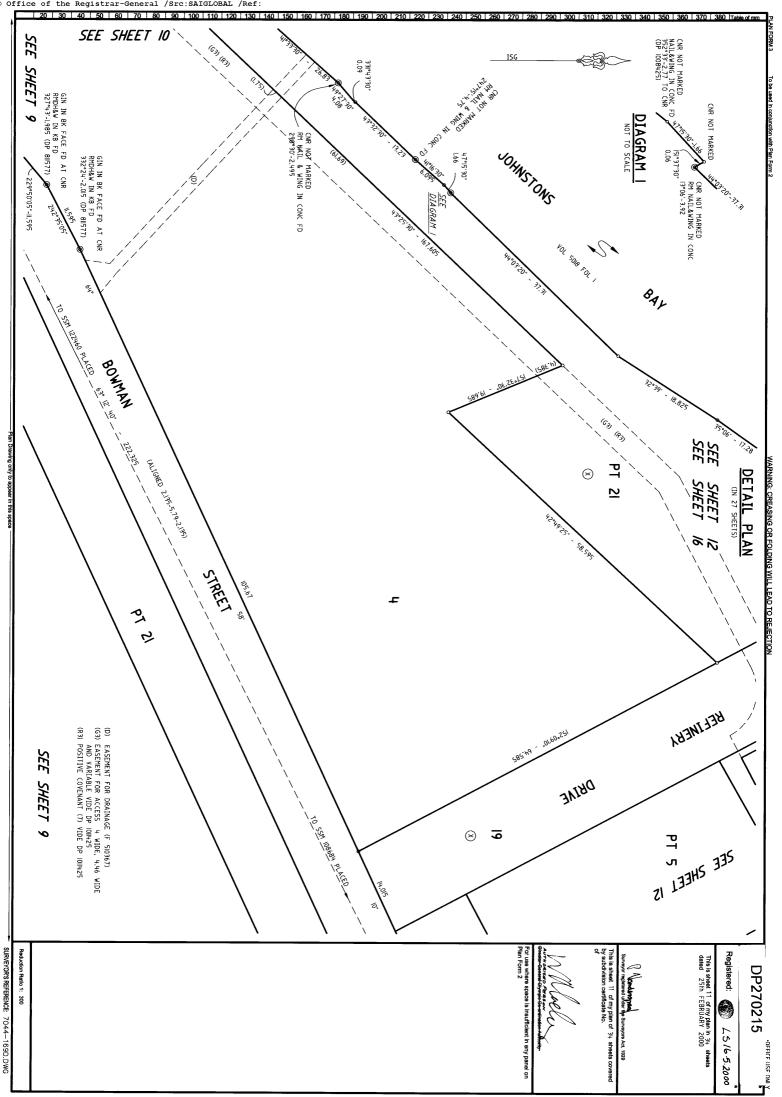




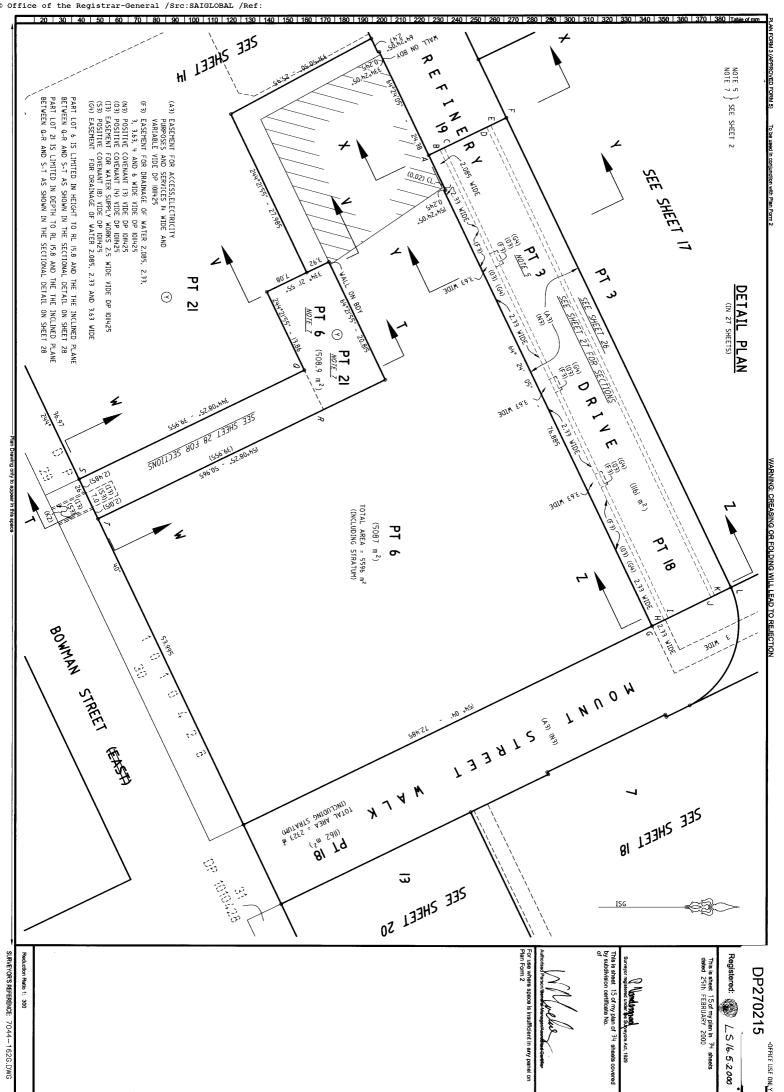


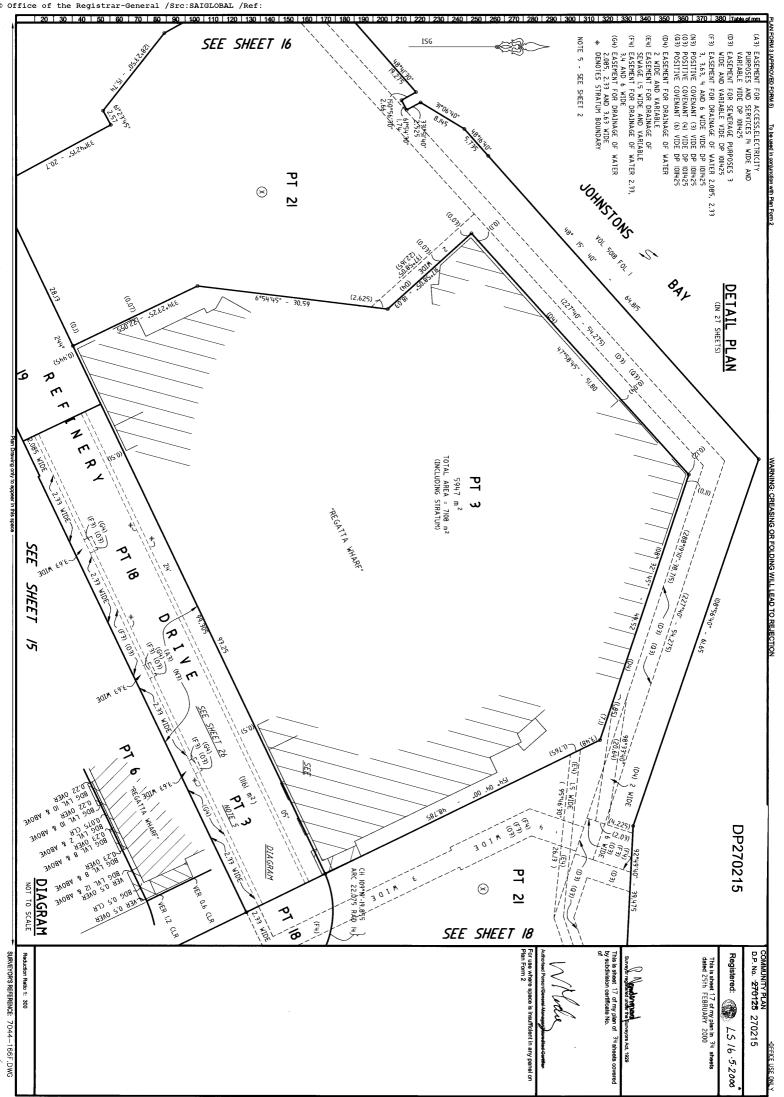


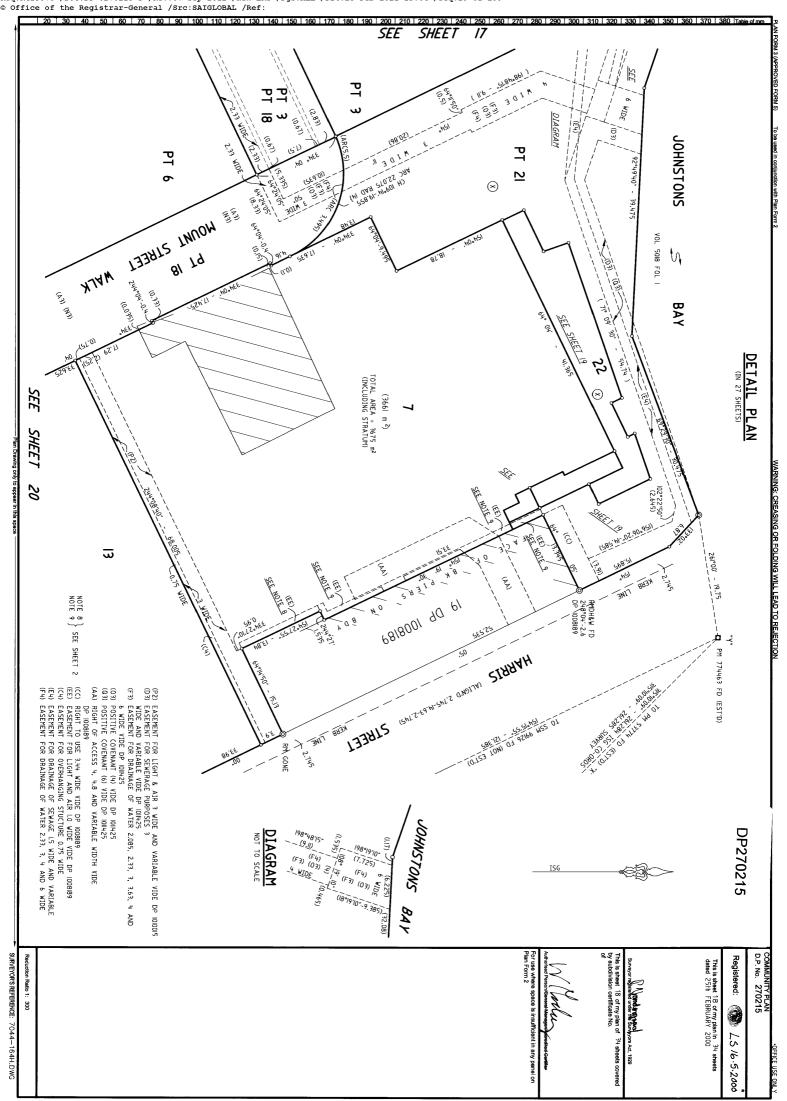


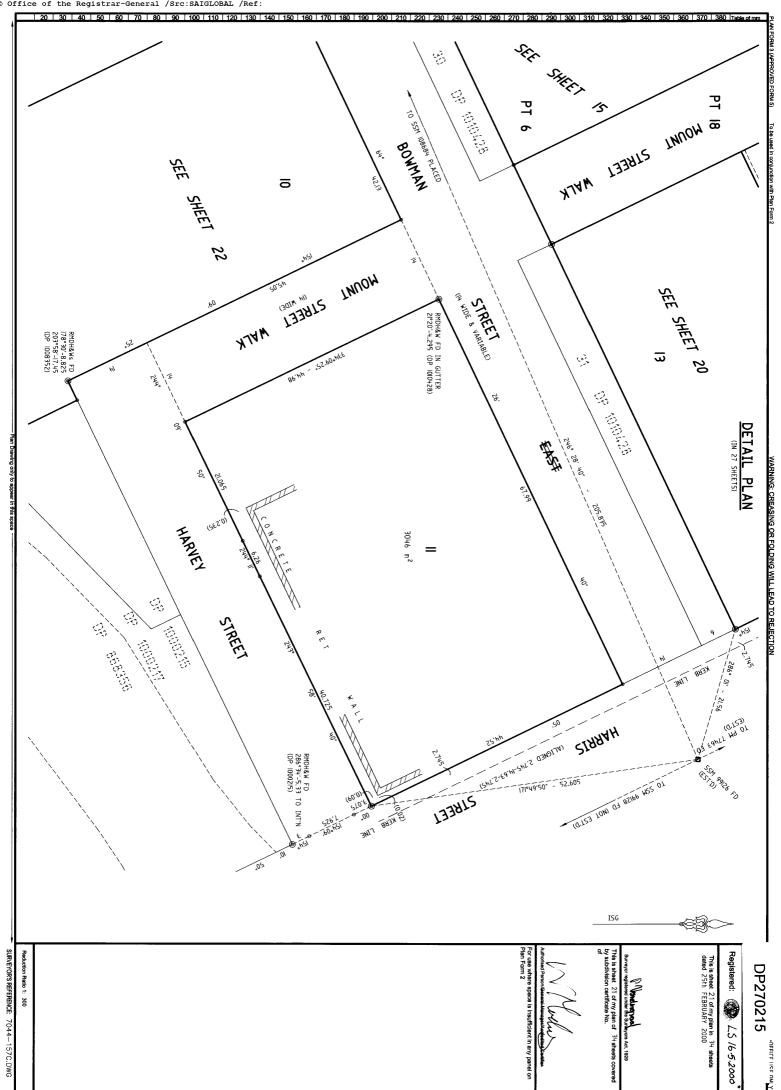


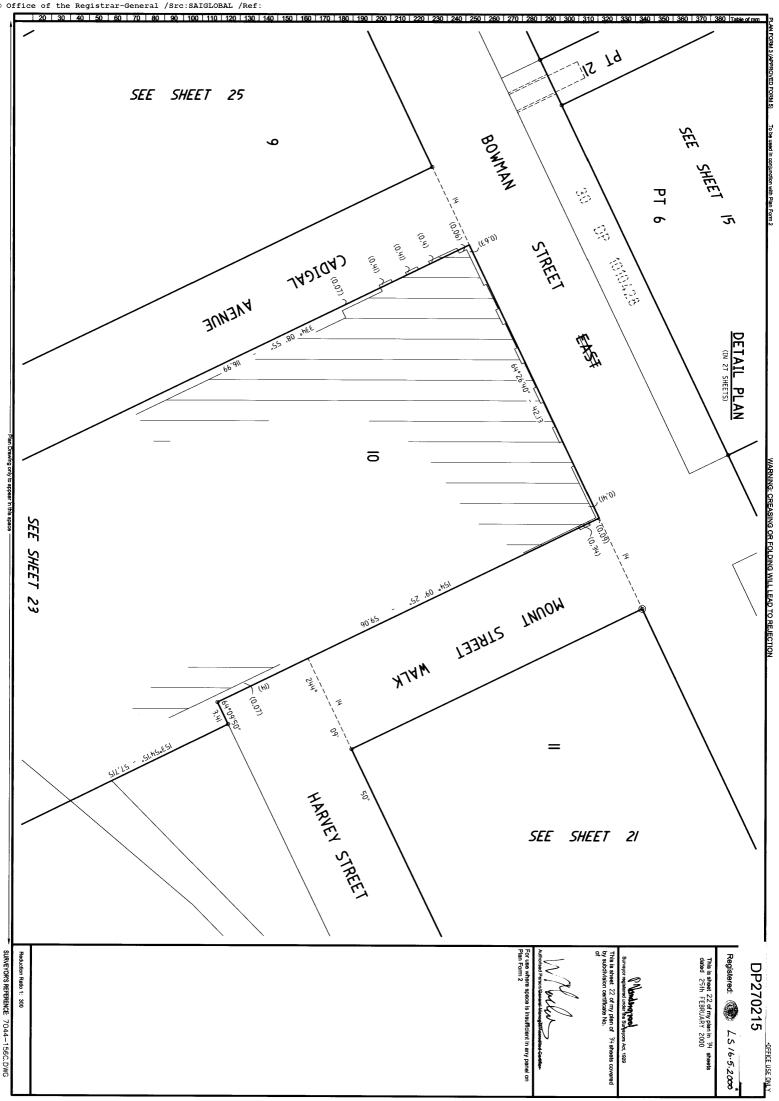
SURVEYOR'S REFERENCE: 7044-159E.DWG This is sheet 12 of my plan in 34 sheets dated 25th FEBRUARY 2000 £5/6.5.2000

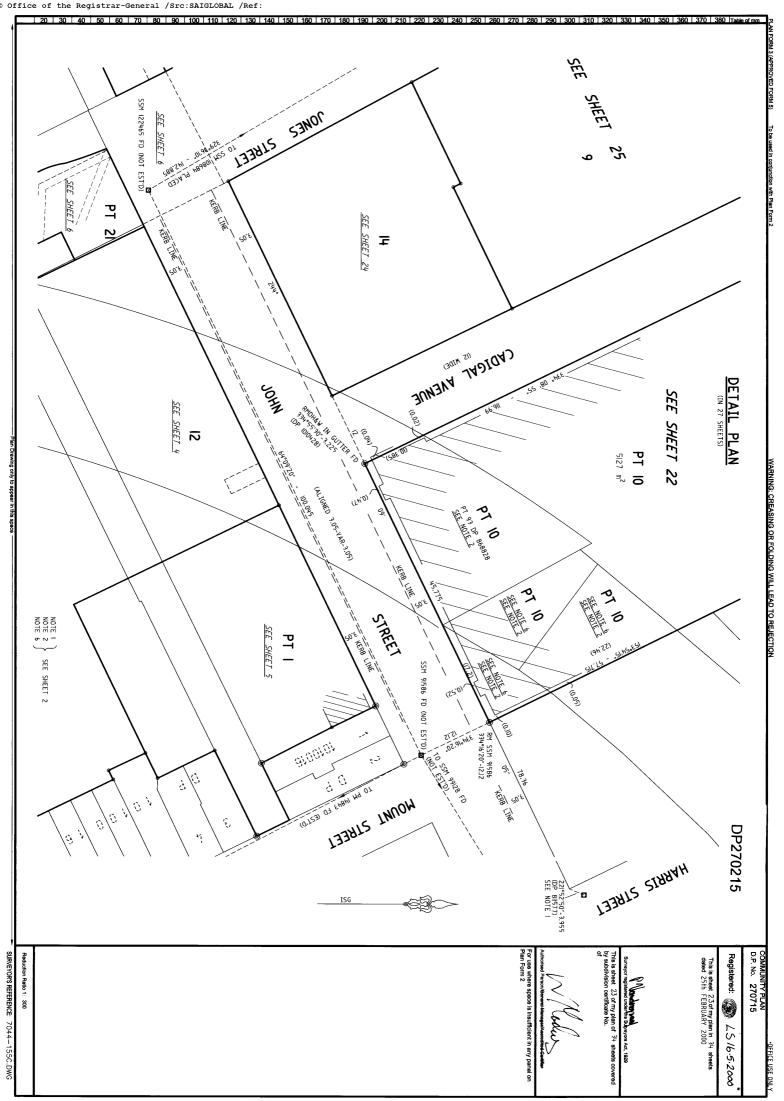


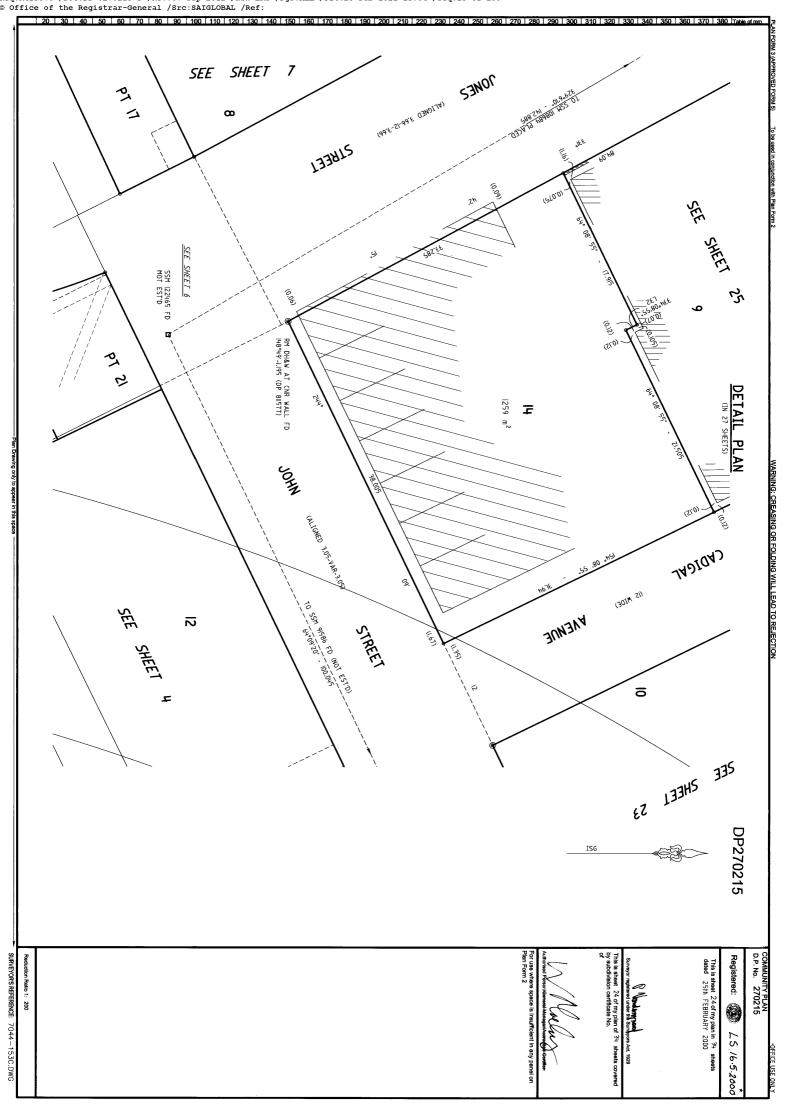


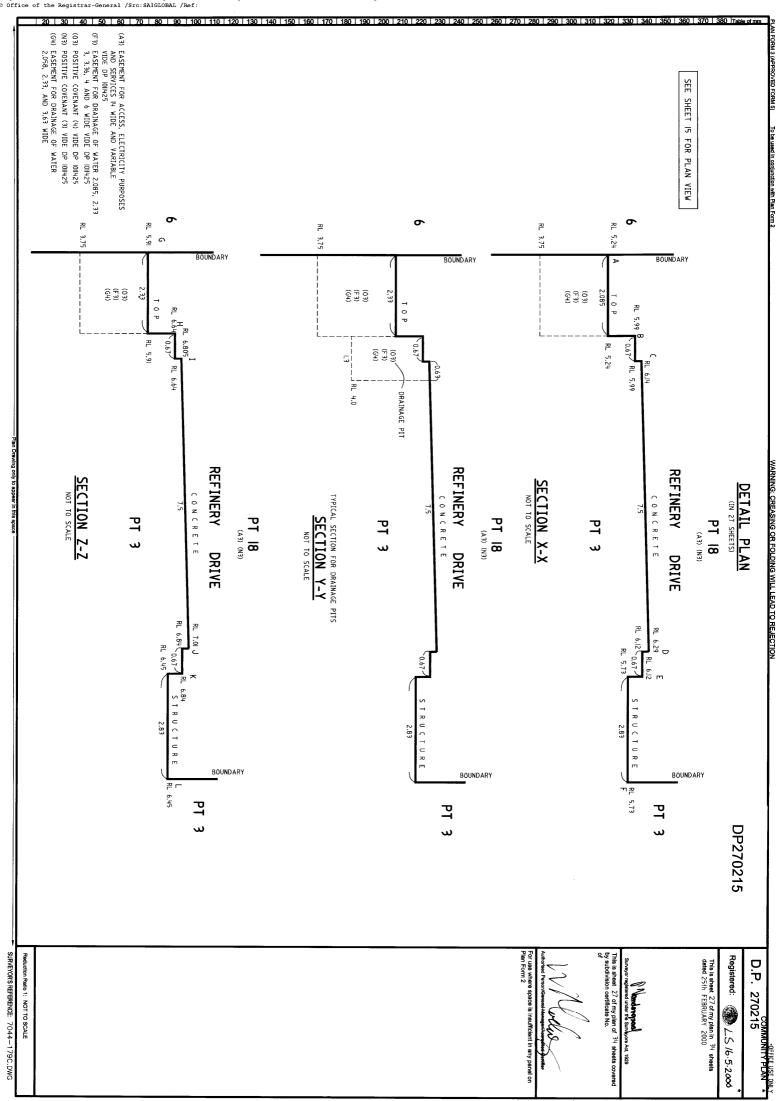


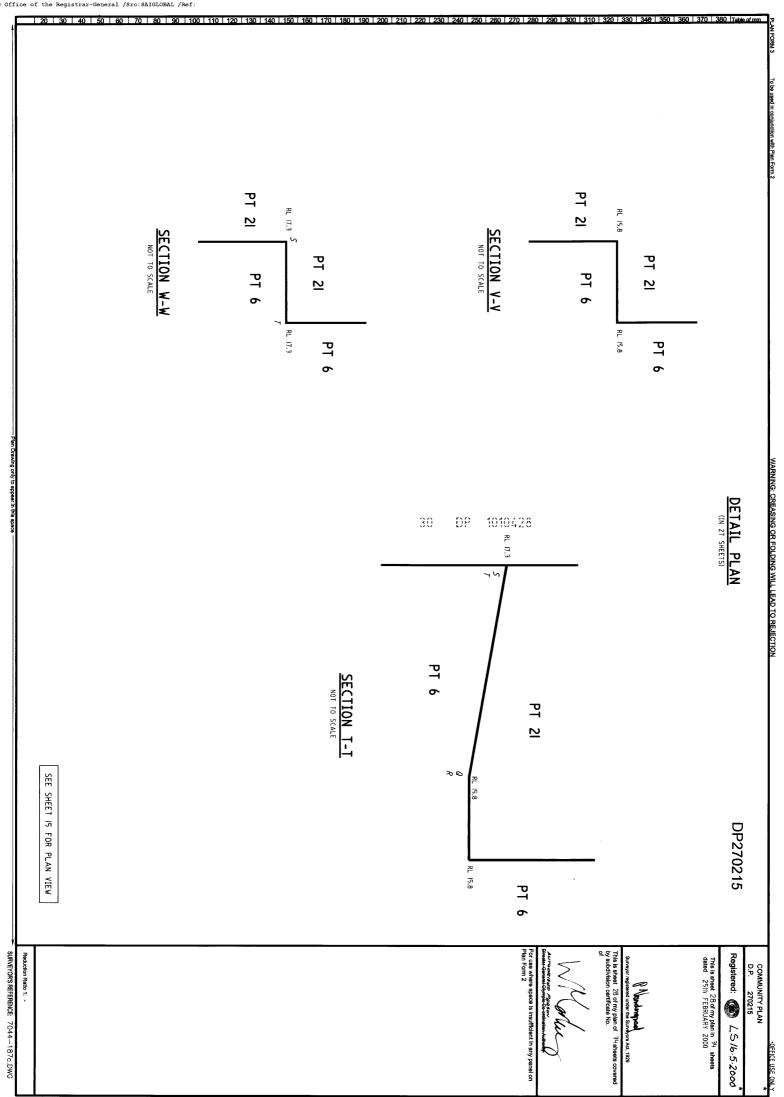


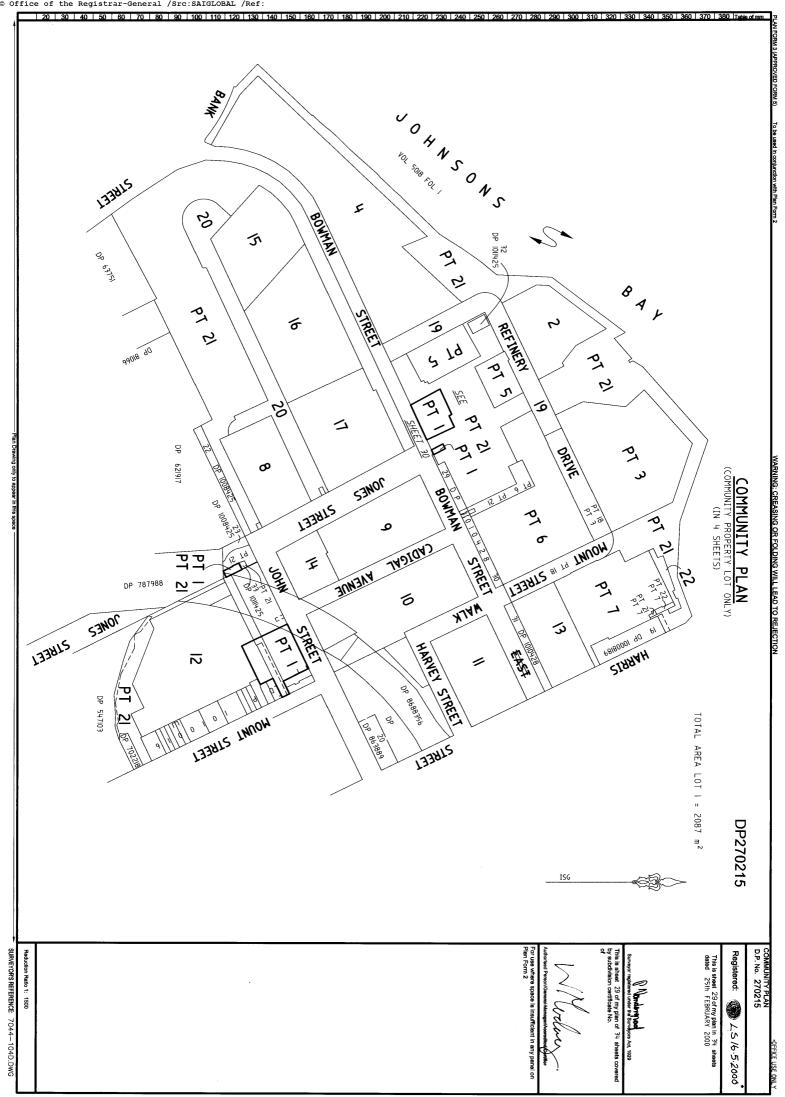


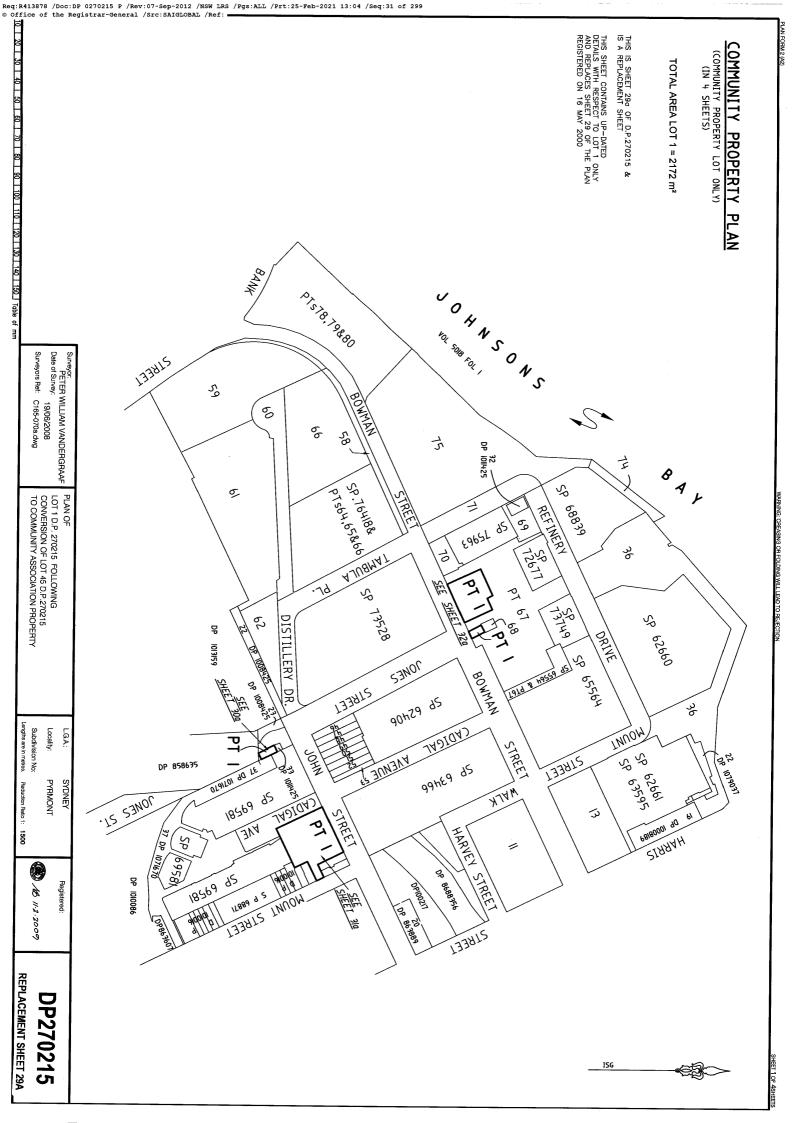


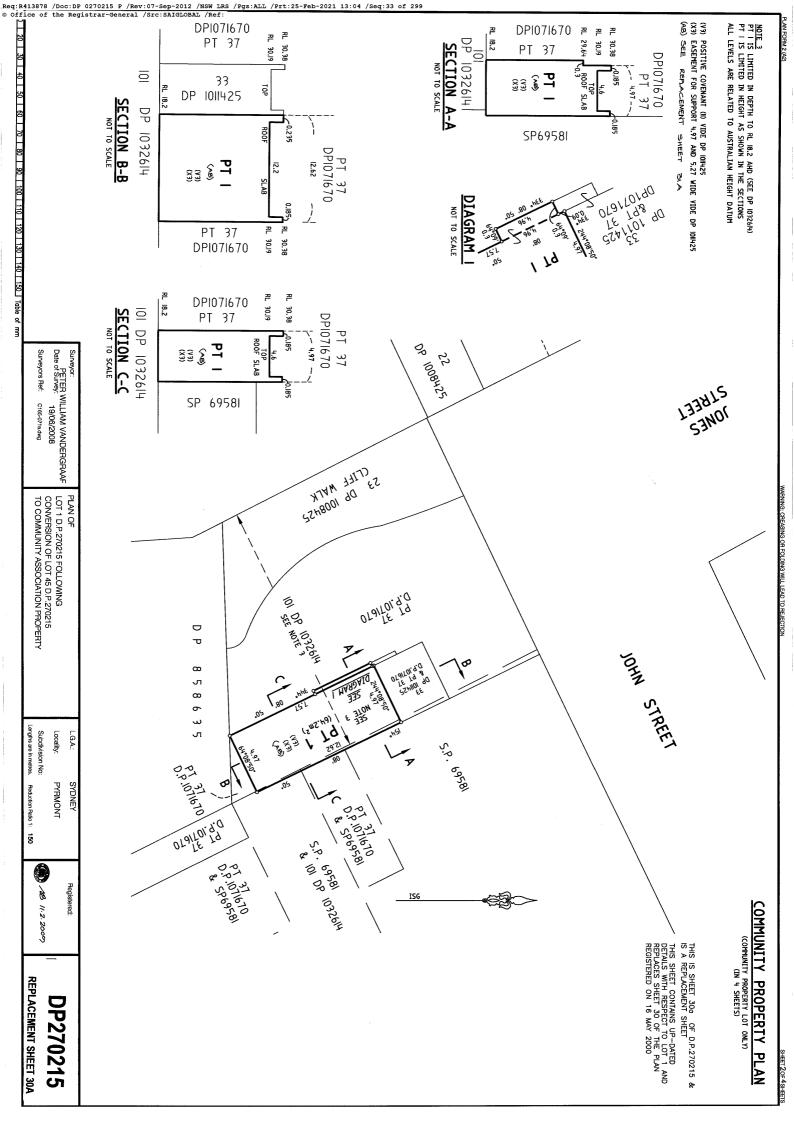


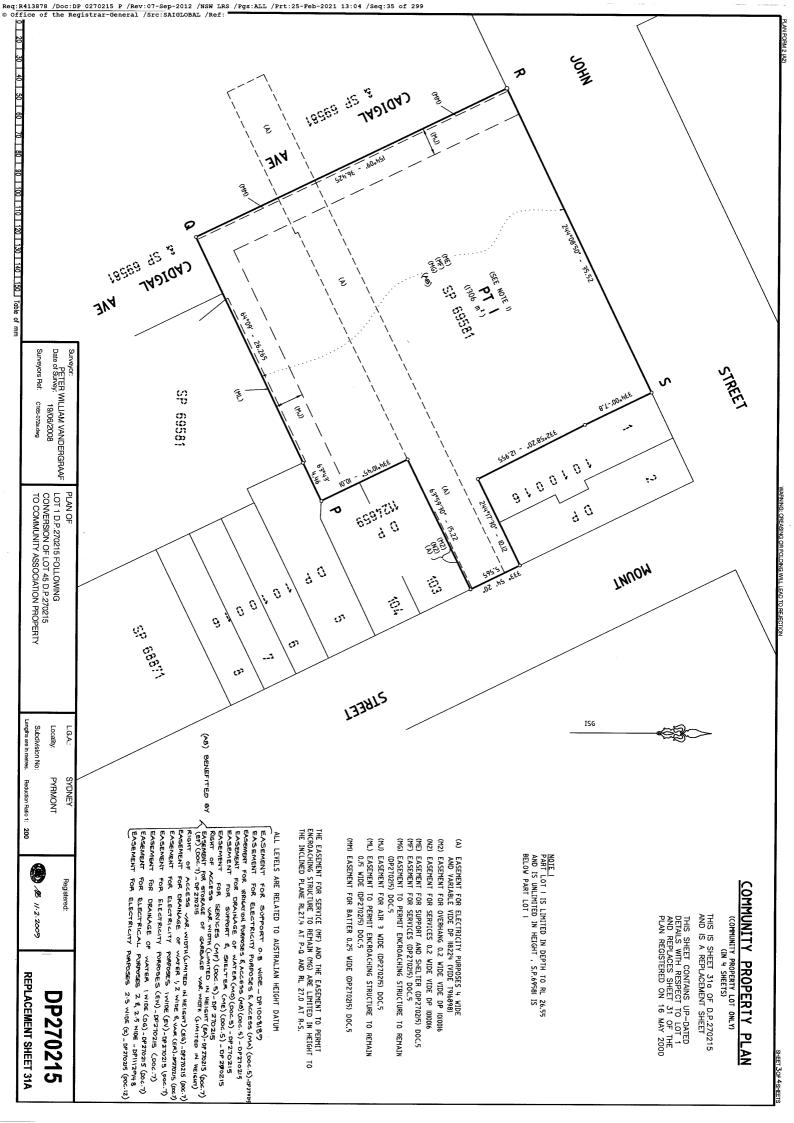


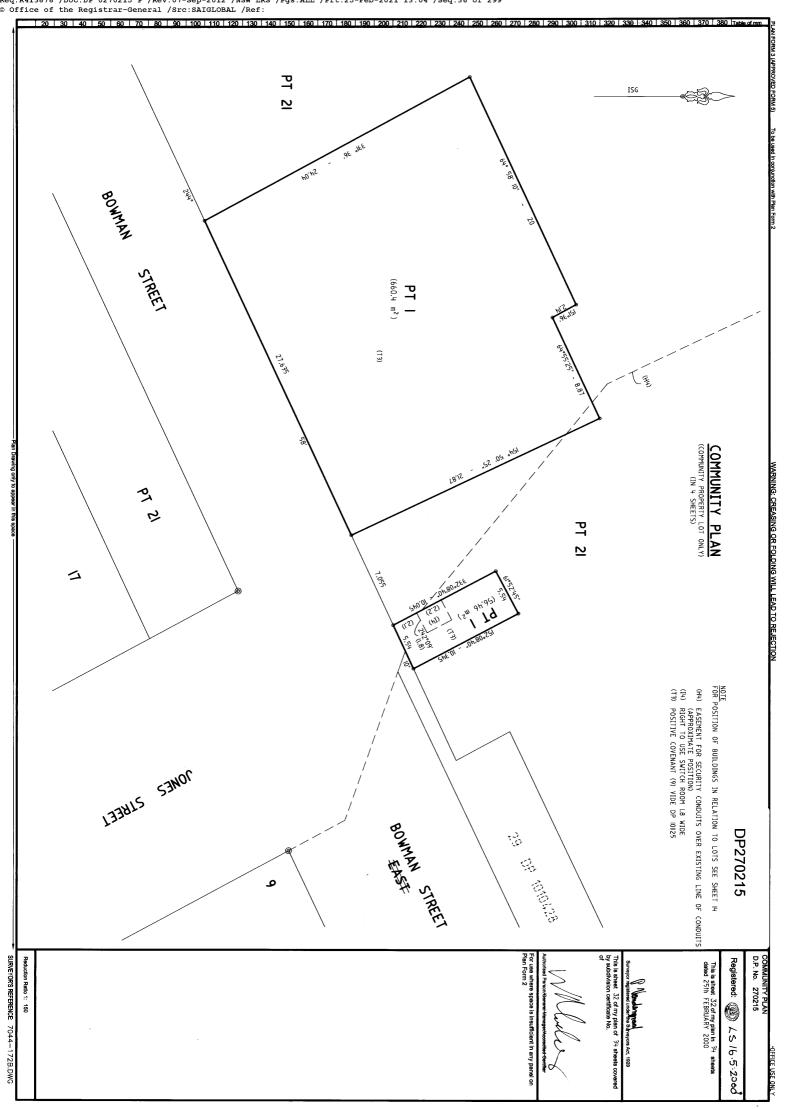


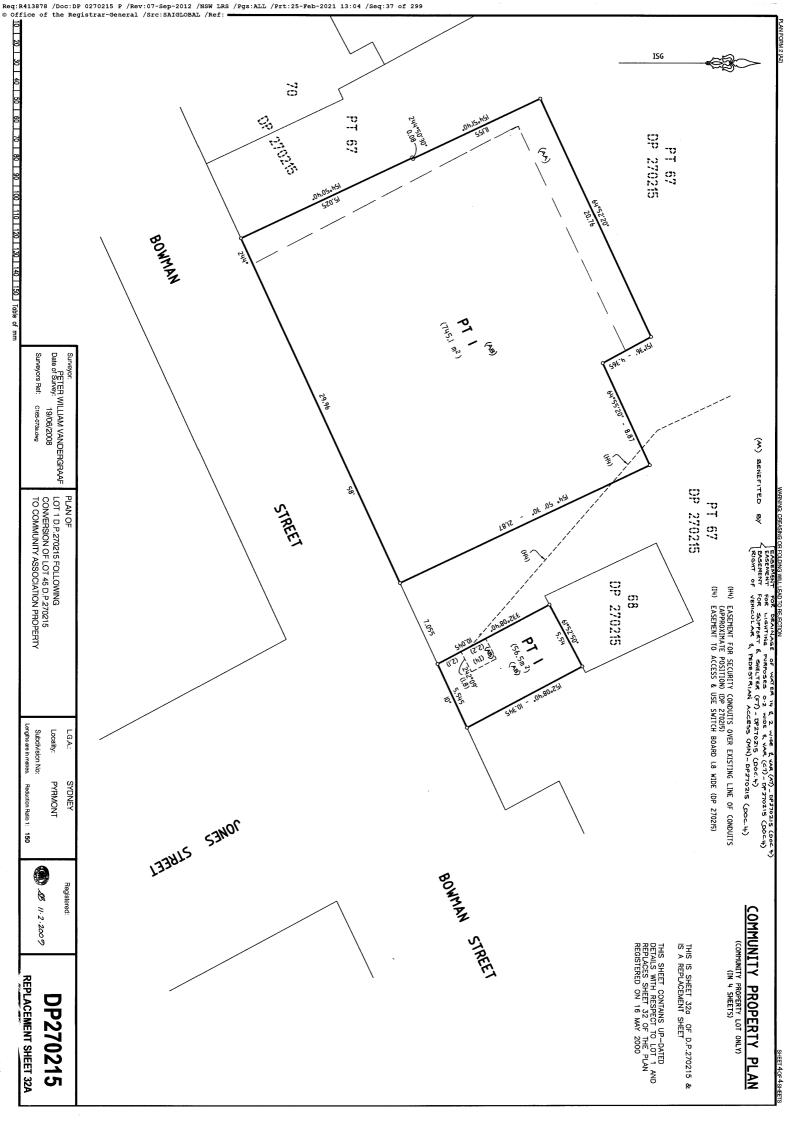












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© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

20 30 40 50 60 70 80 90 100 110 120 130 14

INITIAL SCHEDULE

TOTAL ᄗ 20 ᇇ 7 ü 10 SCHEDULE OF UNIT ENTITLEMENT COMMUNITY PROPERTY UNIT ENTITLEMENT 10 000 248 958 194 596 94 750 234 348 194 965 368 1374 PROPOSED ROAD
PROPOSED ROAD PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE PROPOSED ROAD SP 62406 SUBDIVISION

HISTORICAL TILE

see replacement sheet 33A

Surveyor registered under the Surveyor Act, 1929

This is sheet 3.3 of my plan of 34 sheets covered by subdivision certificate No.

For use where space is insufficient in any panel on Plan Form 2

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT, 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 33A AS THE CIRCUMSTANCES REQUIRE.

ANGUS F HISLOP
OF CB RICHARD ELLIS (N2) P/L

BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1979, CERTIFY THAT THE UNIT ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED UPON VALUATION MADE BY ME ON 1th MARCH 2000

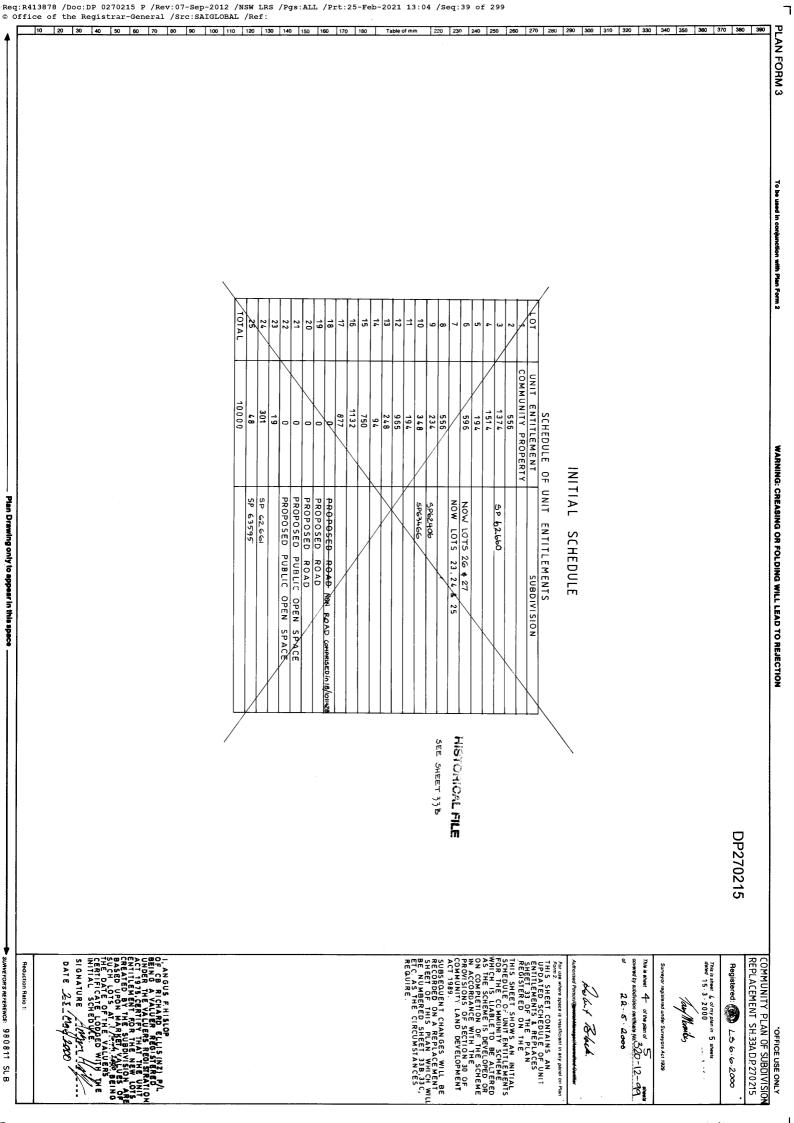
DATE 300 SIGNATURE Reduction Ratio 1: -Nay AMM HAN 2000

SURVEYOR'S REFERENCE: 7044-105B.DWG

This is sheet 33 of my plan in 34 sheets dated 25th FEBRUARY 2000

D.P. No. 270215

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



X:\ACADATA\_MJR\JACKSONS\_LANDING\UE-S.DWG

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SEE REPLACEMENT SHEET 33C

INITIAL SCHEDULE

AGGREGATE LOT No. 25 24 23 22 21 20 5 8 17 6 5 7 ๘ = 5 2 ø œ 7 6 G 4 u COMMUNITY PROPERTY SCHEDULE OF UNIT ENTITLEMENTS UNIT ENTITLEMENT 10000 1514 1374 1132 877 348 522 750 248 965 194 234 194 556 8 74 94 8 **1**9 S.P.62406 SP65564 S.P.63595 S.P.62661 PROPOSED OPEN PUBLIC SPACE PROPOSED OPEN PUBLIC SPACE PROPOSED ROAD PROPOSED ROAD NOW ROAD COMPRISED IN 18/1011428 S.P.63466 NOW LOTS 23, 24 & NOW LOTS 26 & 27 S.P.62660 SUBDIVISION

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 33C, 33D, ETC. AS THE CIRCUMSTANCES REQUIRE.

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHEME WHICH IS LUBLE TO BE ALTERED AS THE SORBURE IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF COMMUNITY LAND DEVELOPMENT ACT 1989.

For use where space is insufficient in any panel on Plan Form 2.

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS & REPLACES SHEET 33A OF THE PLAN REGISTERED ON THE 6-6-2000

Authorised Person/Canaral Manages/Accredited Sertifier

Klut Rhick.

HISTORICAL FILE

This is sheet of the plan of 6 sheets . Y covered by subdivision certificate No. 33.02.01.01

Surveyor registered under Surveyors Act 1929

R.W. Barker.

This is sheet 6 of my plan in 7 sheets dated 2-5-2001

Registered: 10.6.2001

COMMUNITY PLAN OF SUBDIVISION REPLACEMENT SH.33B D.P.270215

• OFFICE USE ONLY

DE C & RICHARD ECLIS PLENIG A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENT FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT (A) (A) (A) (BING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE INITIAL SCHEDUTE.

SIMON HULL FAIRFAX

SIGNATURE STRUM

06/06/01

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 990202-SUB

## SCHEDULE OF UNIT ENTITLEMENT

| TOTAL  | 32            | JE. | 90                         | 29            | 28  | 27 | 26       | 25       | 24       | 23 | 22                         | 21                          | 20            | 19                          | 18                                  | 17  | 5   | 15  | Ħ  | 13  | 12  | -   | 10       | 9        | 8   | 7                           | 6                           | 5                           | Ŧ    | <b>u</b> | 2                           | _                  | [0]              |
|--------|---------------|-----|----------------------------|---------------|-----|----|----------|----------|----------|----|----------------------------|-----------------------------|---------------|-----------------------------|-------------------------------------|-----|-----|-----|----|-----|-----|-----|----------|----------|-----|-----------------------------|-----------------------------|-----------------------------|------|----------|-----------------------------|--------------------|------------------|
| 10 000 | 0             | 194 | 0                          | 0             | 556 | 74 | ŞZŹ      | -84      | 106      | 19 | 0                          | NOW LOTS 28-32              | 0             | NOW LOTS 28-32              | 0                                   | 877 | H32 | 750 | 94 | 248 | 965 | 191 | 8#¢      | 234      | 955 | NOW LOTS 23, 24 & 25        | NOW LOJS 26 & 27            | NOW LOTS 28-32              | 1514 | 1974     | NOW LOTS 28-32              | COMMUNITY PROPERTY | UNIT ENTITLEMENT |
|        | PROPOSED ROAD |     | PROPOSED PUBLIC OPEN SPACE | PROPOSED ROAD |     |    | SP 65564 | SP 63595 | SP 62661 |    | PROPOSED PUBLIC OPEN SPACE | SEE ADDITIONAL SHEETS 45-53 | PROPOSED ROAD | SEE ADDITIONAL SHEETS 45-59 | NOW ROAD COMPRISED IN 18-(1011-1428 |     |     |     |    |     |     |     | SP 63466 | SP 62406 |     | SEE ADDITIONAL SHEETS 35-38 | SEE ADDITIONAL SHEETS 39-44 | SEE ADDITIONAL SHEETS 45-53 |      |          | SEE ADDITIONAL SHEETS 45-53 |                    | NOISIAIGBNS      |

THIS SHEET SHOUS AM INITIAL SCHEDULE
OF WHIT ENTILLEMENTS FOR THE
COMMUNITY SCHEME WHICH IS LIABLE TO BE
ALTERED AS THE SCHEME IS DEVELOPED OR
ON COMPLETION OF THE SCHEME IN
ACCORDANCE WITH THE PROVISIONS OF
SECTION 30 OF THE COMMUNITY LAND
DEVELOPMENT ACT, 1989.

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 338 OF THE PLAN REGISTERED ON 16 MAY 2000

🕉 insufficient in any panel on Plan

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 330 AS THE CIRCUMSTANCES REQUIRE.

#### HISTORICAL FILE

This is sheet 19 of my plan of 20 sheets covered by subdivision certificate No. 16 / 2002

SEE REPLACEMENT SHEET 33D

REPLACEMENT SHEET 33C

Registered: 🚺 | 17-10-2002

This is sheet 19 of my plan in 20 sheets dated MAY 2002

Reduction Ratio 1: -

DATE: 21/2/62

SIGNATURE: Plan - Haylor

PILES OF SUCH LOSSED BY THE SUBDIVISION ARE BASED UPON MARKET SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS CALEND BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 10 MAY 2001 BEING THE DATE OF THE VALUESS CERTIFICATE LODGED WITH THE ORIGINAL SCHEDULE

SURVEYOR'S REFERENCE: A234-008E.DWG

## SCHEDULE OF UNIT ENTITLEMENT

| LOT UNIT EMITLENENT SUBDIVISION    COMMUNITY PROPERTY  |        |               |     |                            |  |          |    |          |          |          |    |                            |                             |               |                             |                                  |     |      |     |    |     |     |     |          |          |     |                             |                             |                             |      |      |                             |                    |                  |
|--|--------|---------------|-----|----------------------------|--|----------|----|----------|----------|----------|----|----------------------------|-----------------------------|---------------|-----------------------------|----------------------------------|-----|------|-----|----|-----|-----|-----|----------|----------|-----|-----------------------------|-----------------------------|-----------------------------|------|------|-----------------------------|--------------------|------------------|
|  | TOTAL  | 32            | w   | 36                         | 29   | 28       | 27 | 26       | 25       | 24       | 23 | 22                         | 21                          | 20            | 19                          | 18                               | 17  | 5    | 15  | F  | 13  | 12  |     | 10       | 6        | 8   | 7                           | 9                           | 5                           | ħ    | ٤ .  | 2                           | _                  | L01              |
| SEE ADDITIONAL SHEETS 45-53  SEE ADDITIONAL SHEETS 45-39  SEE ADDITIONAL SHEETS 39-44  SEE ADDITIONAL SHEETS 39-49  SP 62406 SP 62406 SP 69466 SP 69466 SP 69466 SP 69466 SP 69591 SEE ADDITIONAL SHEETS 45-53 PROPOSED ROAD SEE ADDITIONAL SHEETS 45-53 PROPOSED PUBLIC OPEN SPACE SP 62591 SP 62591 SP 62599 PROPOSED ROAD - ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP IOV2979 PROPOSED ROAD - ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP IOV2979 PROPOSED ROAD - PROPOSED ROAD | 10 000 | 0             | 194 | 0                          | 0  | 556      | 74 | 522      | 48       | 301      | 19 | 0                          | NOW LOTS 28-32              | 0             | NOW LOTS 28-32              | 0                                | 877 | 1132 | 750 | 94 | 248 | 965 | 191 | 846      | 234      | 955 |                             | NOW LIBITS 26 & 27          | MON LOTS 28-32              | hiSi | 1374 | NOM LOTS 28-32              | COMMUNITY PROPERTY | UNIT ENTITLEMENT |
|  |        | PROPOSED ROAD |     | PROPOSED PUBLIC OPEN SPACE | PROPOSED ROAD - ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1042979 | SP 68839 |    | SP 65564 | SP 63595 | SP 62661 |    | PROPOSED PUBLIC OPEN SPACE | SEE ADDITIONAL SHEETS 45-59 | PROPOSED ROAD | SEE ADDITIONAL SHEETS 45-53 | NOW ROAD COMPRISED IN 18/1011428 |     |      |     |    |     |     |     | SP 63466 | SP 62406 |     | SEE ADDITIONAL SHEETS 95-38 | SEE ADDITIONAL SHEETS 39-44 | SEE ADDITIONAL SHEETS 45-53 |      |      | SEE ADDITIONAL SHEETS 45-53 |                    | NOISTAIDBUS      |

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHEDE WHICH IS LUBBLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROTISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT, 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 39E AS THE CIRCUMSTANCES REQUIRE.

For use where space is insufficient in any panel on Plan Form 2

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 39C OF THE PLAN REGISTERED ON 16 MAY 2000

#### HISTORICAL FILE

SEE REPLACEMENT SHEET 33E

Registered: This is sheet i of my plan in I sheets dated MAY 2002

COMMUNITY PLAN OF SUBDIVISION \*
DP 270215 (REPLACEMENT SHEET 335)

REPLACEMENT SHEET 33D

овы 21-10-2002

Reduction Ratio 1: -

SURVEYOR'S REFERENCE: A234-028.DWG

Req:R413878 /Doc:DP 0270215 P /Rev:07-Sep-2012 /NSW LRS © Office of the Registrar-General /Src:SAIGLOBAL /Ref: /Pgs:ALL /Prt:25-Feb-2021 13:04 /Seq:43 of 299

## SCHEDULE OF UNIT ENTITLEMENT

|  | 10 000               | TOTAL   |
|--|----------------------|---------|
| PROPOSED PUBLIC OPEN SPACE   | 0                    | 35      |
| PROPOSED ROAD  | 0                    | ¥       |
|  | 965                  | 33      |
| PROPOSED ROAD  | 0                    | 32      |
|  | 194                  | w<br>w  |
| SEE ADDITIONAL SHEETS 64 - 92  | MOM LOIS 33-35       | 30      |
| PROPOSED ROAD - ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1042979 | 0                    | 29      |
| SP 68839   | 55%                  | 28      |
|  | 74/                  | 27      |
| SP 65564   | 522                  | 26      |
| SP 63595   | HB                   | 25      |
| SP 62661   | 301                  | 24      |
|  | 19                   | 23      |
| PROPOSED PUBLIC OPEN SPACE   | 0                    | 22      |
| SEE ADDITIONAL SHEETS 45-63  | NOW LOTS 28-32       | 21      |
| PROPOSED ROAD  | 0                    | 20      |
| SEE ADDITIONAL SHEETS 45-63  | NOW LOTS 28-32       | 19      |
| NOW ROAD COMPRISED IN 18/1011428   | 0                    | 18      |
|  | 877                  | 17      |
|  | II32                 | 6       |
|  | 750                  | 5       |
|  | 94                   | Ŧ       |
|  | 248                  | 3       |
| SEE ADDITIONAL SHEETS 64-92  | NOW LOTS 33-35       | 12      |
|  | 194                  | -       |
| SP 63466   | 348                  | 10      |
| SP 62406   | 234                  | 9       |
|  | 455                  | 8       |
| S SEE ADDITIONAL SHEETS 35-38  | NOW LOTS 23, 24 & 25 | 7       |
| SEE ADDITIONAL SHEETS 39-44  | NOW 4,0TS 26 & 27    | 6       |
| SEE ADDITIONAL SHEETS 45-63  | NOW LOTS 28-32       | 5       |
|  | 1514                 | =       |
|  | 1374                 | 33<br>/ |
| SEE ADDITIONAL SHEETS 45-63  | NOW LOTS 28-32       | 2/      |
|  | COMMUNITY PROPERTY   | _       |
| SUBDIVIORUS  | UNIT ENTITLEMENT     | [0]     |
|  |                      |         |

#### HISTORICAL FILE

SEE REPLACEMENT SHEET 33F

REPLACEMENT SHEET 33E

Registered: 🌑 / 8 · ( · کوه ع

This is sheet 30 of my plan in 30 sheets dated 1 NOV 2002

COMMUNITY PLAN OF SUBDIVISION TO DP 270215 (REPLACEMENT SHEET 33E)

#### Named Trans. Surveyor registered under the Surveyors Act, 1929

This is sheet 30of my plan of 30sheets covered by subdivision certificate No.26 / 2002

Form 2 THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 330 OF THE PLAN REGISTERED ON 16 MAY 2000

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COPPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT, 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 33F AS THE CIRCUMSTANCES REQUIRE.

Reduction Ratio 1: -

SIGNATURE ... Royan H. Hand. VALUES OF SUCH LOTS AT 10 MAY 2001
BEING THE DATE OF THE VALUERS
CERTIFICATE LODGED WITH THE ORIGINAL
SCHEDULE

SURVEYOR'S REFERENCE:

A343-051.dwg

AA 151290

1. SHOWLY COX OF "CONTROL OF THE BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1979. CERTEFY THAT THE UNIT ENTILEHEMS FOR THE MEY LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET

VALUES OF SUCH LOTS AT 10 MAY 2001
BEING THE DATE OF THE VALUERS
CERTIFICATE LODGED WITH THE ORIGINAL
SCHEDULE

# INITIAL SCHEDULE OF UNIT ENTITLEMENT

| SEE ADDITIONAL SHEETS 64-92  PROPOSED ROAD  SP 69581  PROPOSED TO BE AQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP 104957 * |                             | •                    | *        |
|--|-----------------------------|----------------------|----------|
| SHEETS 64-92   | 3 01 035040NH               |                      | ×        |
| - SHEETS 64-92   | SP 6958I                    | 965                  | 78       |
| _ SHEETS 64-92   | PROPOSED ROAD               | 0                    | 32       |
| SHEETS 64-92   |                             | 194                  | ╨        |
|  | SEE ADDITIONAL SHEETS 64-92 | MOM LOTS 33-35       | 25       |
| ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1042979 SEE 9096647   | ACQUIRED BY S               | 0                    | 29       |
|  | SP68839                     | 55%                  | 28       |
|  |                             | 74                   | 27       |
|  | SP 65564                    | 522                  | 26       |
|  | SP 63595                    | <b>88</b>            | 25       |
|  | SP 62661                    | 30                   | 24       |
|  |                             | 19                   | 23       |
| IC OPEN SPACE  | PROPOSED PUBLIC OPEN SPACE  | 0                    | 22       |
| SHEETS 45-69   | SEE ADDITIONAL SHEETS 45-63 | NOW LOTS 28-32       | 21       |
|  | PROPOSED ROAL               | 0                    | 20       |
| SEE ADDITIONAL SHEETS 45-63  | SEE ADDITIONA               | NOW LOTS 28-32       | 5        |
| NOW ROAD COMPRISED/IN 18/101428  | NOW ROAD COM                | 0                    | <b>5</b> |
|  |                             | 877                  | 17       |
|  |                             | H32                  | 5        |
|  |                             | 750                  | 55       |
|  |                             | 94                   | Ŧ        |
|  |                             | 248                  | 33       |
| ADDITIONAL SHEETS 64-92  | SEE ADDITION                | NOW LOTS 33-35       | 22       |
|  |                             | 194                  | =        |
|  | 39469 dS                    | 348                  | 10       |
|  | SP 62406                    | 234                  | 9        |
|  |                             | 556                  | 8        |
| SEE ADDITIONAL SHEETS 35-38  | SEE ADDITION                | NOW LOTS 23, 24 & 25 | 7        |
| SEE ADDITIONAL SHEETS 39-44  | SEE ADDITION                | NOW LOTS 26 & 27     | •        |
| ADDITIONAL SHEETS 45-69  | SEE ADDITION                | NOW LOTS 28-32       | 5        |
|  |                             | ISIH                 | £        |
|  | SP 62660                    | 1374                 | w        |
| SEE ADDITIONAL SHEETS 45-69  | SEE ADDITION                | NOW LOTS 28-32       | 2        |
|  |                             | COMMUNITY PROPERTY   | -        |
| SUBDIVISION  | SUBD                        | UNIT ENTITLEMENT     | LOT      |

THIS SHEET SHOKS AN INITIAL SCHEDULE
OF UNIT ENTITICENTYS FOR THE
COMMUNITY SCHEME WHICH IS LIABLE TO BE
ALTERED AS THE SCHEME IS DEPELOPED OR
ON COMPLETION OF THE SCHEME IN
ACCORDANCE WITH THE PROVISIONS OF
SECTION 30 OF THE COMMUNITY LAND
DEVELOPMENT ACT, 1989.

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 39E OF THE PLAN REGISTERED ON 16 MAY 2000

where space is insufficient in any panel on Plan

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 336 AS THE CIRCUMSTANCES REQUIRE.

#### HISTORICAL FILE

SEE REPLACEMENT SHEET 33G

REPLACEMENT SHEET 33F

Registered: W+3.2004

This is sheet 1 of my plan in 1 sheets dated 15 NOV 2002

COMMUNITY PLAN OF SUBDIVISION \*
DP 270215 (REPLACEMENT SHEET 33F)

Reduction Ratio 1:

DATE: ....

19102104 Shurt Co.

SIGNATURE:...

SURVEYOR'S REFERENCE:

# INITIAL SCHEDULE OF

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| TOTAL 10 000  |
|---|
| 38 0 PROPOSED PUBLIC OPEN SPACE   |
| 37 0 PROPOSED PUBLIC OPEN SPACE   |
| 36 0 PROPOSED PUBLIC OPEN SPACE   |
| 35 NOW LOTS 36-38 SEE ADDITIONAL SHEETS 93-120                              |
| 34 0 PROPOSED ROAD  |
| 33 965 SP 6958I   |
| 32 0 PROPOSED ROAD  |
| H6/ K   |
| 30 NOW LOJS 33-35 SEE ADDITIONAL SHEETS 64-92                               |
| 29 0 TO BE ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1042979         |
| 28 556 / 5P 68839   |
| 27 74   |
| 26 522 SP 65564   |
| 25 48 SP 63595  |
| 24 301 SP 62661   |
|   |
| 22 0 PROPOSED PUBLIC OPEN SPACE   |
| 21 NOW LOTS 28-32 SEE ADDITIONAL SHEETS 45-63                               |
| 20 0 PROPOSED ROAD  |
| 19 NOW LOTS 28-32 SEE ADDITIONAL SHEETS 45-63                               |
| 18 0 NOW ROAD COMPRISED IN 18/1011428                                       |
| 17 877  |
| 16 132  |
| 15 750  |
| P4 94   |
| 13 248  |
| 12 NOW LOTS 33-35 SEE ADDITIONAL SHEETS 64-92                               |
| 194   |
|   |
| 9 234 SP 62406  |
| -   |
| 25  |
| 6 NOW LOTS 26 & 27 SEE ADDITIONAL SHEETS                                    |
| 5 NOW LOTS 28-32 SEE ADDITIONAL SHEETS 45-63                                |
| 4 / 1514  |
| 3   1374 SP 62660   |
| 2 NOW LOTS 28-32 SEE ADDITIONAL SI  |
| COMMUNITY PROPERTY  |
| LOT UNIT ENTITLEMENT SUBDIVISION  |
| UNIT ENTITLEMENT  COMMUNITY PROPERTY  NOW LOTS 28-32 SEE ADD  1974 SP 62564 |

### HISTORICAL FILE

SEE REPLACEMENT SHEET 33H

Registered: 6.4.2004

DP 270215
REPLACEMENT SHEET 33G

This is sheet 29 of my plan in 29 sheets dated DEC 2002

Introduce Associated Asociated Associated Associated Associated Associated Associated As

For use where space is insufficient in any panel on Plan Form 2

THIS SHEET SHOVE AM INITIAL SCHEDULE
OF WHIT EMITICENENTS OR THE
COMMUNITY SCHEME WHICH IS LIABLE TO BE
ALTERED AS THE SCHEME IS DEVELOUED OR
ON COMPLETION OF THE SCHEME IN
ACCORDANCE WITH THE PROVISIONS OF
SECTION 20 OF THE COMMUNITY LAND
DEVELOPMENT ACT, 1989. THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 39E OF THE PLAN REGISTERED ON 16 MAY 2000

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 33G AS THE CIRCUMSTANCES REQUIRE.

OF TOTAL TOTAL OF THE WALLES REGISTERD UNDER THE VALUER REGISTRATION ACT 1979.
CERTEM THAT THE UNIT ENTITLEMENTS FOR THE MEY LOTS GEALED BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 10 MAY 200 BEING THE DATE OF THE VALUERS CERTIFICATE LOGGED WITH THE ORIGINAL SCHEDULE DATE: 25/03/04 SIGNATURE:.... Street Co.

Reduction Ratio 1: -

SURVEYOR'S REFERENCE: A040-021b.dwg

**HISTORICAL FILE** 

SEE REPLACEMENT SHEET 33I

Registered: # 10.6.2004

REPLACEMENT SHEET 33H **DP 270215** 

This is sheet 10of my plan in 10 sheets dated 1 DEC 2003

Mochanical
Surveyor appliated under helipureyors Act, 1923
This is sheet 10of my plan of 10oheets covered by subdivision certificate No. 16/2004
of 7 April 2004

For use where space is insufficient in any panel on Plan Form 2 THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 39F OF THE PLAN REGISTERED ON 16 APRIL 2004

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHENE WHICH IS LIABLE TO BE ALTERED AS THE SCHENE IS DEVELOPED ON COPPLETION OF THE SCHENE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT, 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 33H AS THE CIRCUMSTANCES REQUIRE.

1. CTONACT COM1. CTONACT COM BEING THE DATE OF THE VALUERS CERTIFICATE LODGED WITH THE ORIGINAL SCHEDULE DATE: .... SIGNATURE:.. VALUES OF SUCH LOTS AT | MARIO 2000 19/04/04 Her

SURVEYOR'S REFERENCE:

Reduction Ratio 1:

6288-005b.dwg

Req:R413878 /Doc:DP 0270215 P /Rev:07-Sep-2012 /NSW LRS © Office of the Registrar-General /Src:SAIGLOBAL /Ref: /Pgs:ALL /Prt:25-Feb-2021 13:04 /Seq:47 of 299 2 ᄗ TOTAL NOW #8# LOTS 39-45 NOW LOTS 23, 24 & 25 NOW LOTS 26 & 27 COMMUNITY PROPERTY NOW LOTS 28-32 NOW LOTS 28-32 NOW LOTS 28-32 NOW LOTS 28-32 NOW LOTS 46-53 UNIT ENTITLEMENT € \$ NOW LOTS 39-44 NOW LOTS 33-35 NON TOLE 33-35 NOW LOTS 36-38 10 000 ე ф 965 25 74 522 750 1132 9 3 23 48 29 출 176 89 955 £ 골 INITIAL SCHEDULE OF UNIT ENTITLEMENT SEE ADDITIONAL SHEETS 64 - 92
SEE ADDITIONAL SHEETS 121 | 129
PROPOSED ROAD sb 63594 See9 dS SEE ADDITIONAL SHEETS 93-120 SEE ADDITIONAL SHEETS 121 - 129 SP 69581 PROPOSED PUBLIC OPEN SPACE
PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE #8 BE ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1061957 (AAIS1290) SP 68839 SP 62661 NOW ROAD COMPRISED IN 18/1011428
SKE ADDITIONAL SHEETS 45-63 PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE SP72677 ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1042979 (SEE 9096647) PROPOSED PUBLIC OPEN SPACE SEE ADDITIONAL SHEETS 45-63 PROPOSED ROAD SEE ADDITIONAL SHEETS 35-44 SP 62406 SP 63466 SP 62660 SEE ADDITIONAL SHEETS 45-63 SEE ADDITIONAL SHEETS 130-132 SEE ADDITIONAL SHEETS 64-92 SEE ADDITIONAL SHEETS 45-63 NOISIAIGBNS NOW ROAD NOW ROAD HISTORICAL FILE SEE REPLACEMENT SHEET 33J T. SAVARA CAST DE CONTROL DE CONT THIS SHEET SHOWS AN PAITLAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMITTY SCHERE WHICH IS LIABLE TO BE ALTERED AS THE SCHERE IS DEVELOPED OR ON COMPLETION OF THE SCHERE IN ACCORDANCE WITH THE PROTISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT, 1989. For use where space is insufficient in any panel on Plan Form 2 THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLENENTS AND REPLACES SHEET 394 OF THE PLAN REGISTERED ON 16-MAY-2006 Surveyor registered under the Surveying Act, 2002

This is street: 4 of my plan of: 4 sheets covered by subdivision certificate No. 39/2004
of: 29 July 2004 Reduction Ratio 1: DATE: ... BEING THE DATE OF THE VALUERS
CERTIFICATE LODGED WITH THE ORIGINAL
SCHEDULE SIGNATURE:.. VALUES OF SUCH LOTS AT 10 MAY 2001 SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 33J AS THE CIRCUMSTANCES REQUIRE. Registered: REPLACEMENT SHEET 33I DP270215 This is sheet 4 of my plan in 4 sheets dated DEC 2003 11/08/04 But a M 12-8-2004

ALTERATIONS MADE IN LPI NSW AT SURVEYORS REQUEST

SURVEYOR'S REFERENCE:

B547-005.dwg

덛 £ 8 3 2 23 2 2 8 NOW LOTS 23, 24 & 25 NOW LOTS 26 & 27 COMMUNITY PROPERTY NOW LOTS 28-32 NOW LOTS 28-32 NOW LOTS 54-56 248 NOW LOTS 46-53 NOW LOTS 28-32 NOW LOTS 28-32 NOW LOTS 54-56 NOW LOTS 54-56 UNIT ENTITLEMENT NOW LOT'S 54-56 NOT LOTS 39-45 NOW LOTS 39-44 NOW LOTS 33-35 SE-EE SIOT AON 2558 NOW LOTS 36-38 157 **197** 100 965 55, 74 522 至 第 元 £ 훈 25 SP 63595 SEE ADDITIONAL SHEETS 19-14
SEE ADDITIONAL SHEETS 75-38
SEE ADDITIONAL SHEETS 19-13-1 SEE ADDITIONAL SHEETS 133-134 SEE ADDITIONAL SHEETS 121 - 129 SEE ADDITIONAL SHEETS 93-120 SEE ADDITIONAL SHEETS 64 - 92 SP 62661 PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE SEE ADDITIONAL SHEETS 121 - 129 SEE ADDITIONAL SHEETS 45-63 SEE ADDITIONAL SHEETS 45-63 PROPOSED ROAD PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE PROPÓSED PUBLIC OPEN SPACE ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1061957 (AA 151290) PROPOSED ROAD SP 68839
ACQUIRED BY SYDNEY NARBOUR FORSHORE AUTHORITY DP 1042879 ( 2056647) PROPOSED PUBLIC OPEN SPACE NOW ROAD COMPRISED IN 18/101428 SP 73528 SEE ADDITIONAL SHEETS 133-134
SEE ADDITIONAL SHEETS 133-134 SP 69581 SEE ADDITIONAL SHEETS 133-134 SP 63466 SEE ADDITIONAL SHEETS 64-92 SP 62660 SEE ADDITIONAL SHEETS 45-63 NOISIAIDBNS

NOW ROAD

NOW ROAD

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT EMTITLEMENTS FOR THE:
COMMUNITY SCHENE WHICH IS LIABLE TO BE ALTERED AS THE SCHENE IS DEVELOPED ON COMPLETION OF THE SCHENE IN ACCORDANCE WITH THE PROVISIONS OF DEVELOPMENT ACT, 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 33K AS THE CIRCUMSTANCES REQUIRE.

# INITIAL SCHEDULE OF UNIT ENTITLEMENT

HISTORICAL FILE
SEE REPLACEMENT SHEET 33K

For use where space is insufficient in any panel on Plan Form 2

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 331 OF THE PLAN REGISTERED ON 16-MAY-2000 12.30.2004

This is sheet 3 of myplan in 3 sheets dated 1 MARCH 2004

REPLACEMENT SHEET 33J
Registered: #\(\mathref{H}\) 1-(1-2004)

AMENDED BY ME 25/10/04 ( Nondingrood

TOTAL COMPANY OF THE NATIONAL CONTINUES OF LIZE ZECTION ACT 1979.

SUBDIFICATE LODGED WITH THE SUBDIFICATION ACT 1979.

SUBDIFIES OF SUCH LOTS AT 19-144-7566.

BEING A VALUES OF SUCH LOTS AT 19-144-7566.

BEING A VALUES OF SUCH LOTS AT 19-144-7566.

BEING A VALUES OF SUCH LOTS AT 19-144-7566.

SUBDIFIES OF SUBDIFIES O

SURVEYORS REFERENCE:

B028-015a.dwg

Reduction Ratio 1:

DATE: 10/110/04 SIGNATURE:..

| Reduction Ratio 1: 1   |                 |  | ice         |
|--|-----------------|--|-------------|
| DATE: 1010/07  |                 | 76 2558<br>TOTAL 10 000                        | of th       |
| SIGNATURE: LEAGUE CO.  |                 |  |             |
| SCHEDULE   |                 |  |             |
| GERTIFICATE LODGED WITH THE ORIGINAL   |                 |  | stra        |
| VALUES OF SUCH LOTS AT 10 MAY 2001   |                 | 51 13  | ar-G        |
| FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET                |                 |  | ene:        |
| VALUERS REGISTRATION ACT 1979. CERTIFY THAT THE UNIT ENTITLEMENTS                |                 |  | ral         |
| BEING A VALUER REGISTERED UNDER TH   |                 | \  | /Sr         |
| STUNKT COX   |                 | 47   | c:SI        |
|  |                 | +  | AIGI        |
|  |                 | NON FOLK 24-29                                 | OBA         |
|  |                 | 0  | L /         |
|  |                 | 0 /  | Ref         |
|  |                 |  | <u>:</u> [7 |
|  |                 |  | 20          |
|  |                 | 89   | 13          |
|  |                 | NOT LOTS 39-45                                 | 0 I         |
|  |                 | 36 0 PROPOSED PUBLIC UPEN SPACE                | 140         |
|  |                 | NOW LOTS 36-38                                 | 150         |
|  |                 | 0  | 0   1       |
|  |                 | 965  | 160         |
| אם וווב כותכטום התוכבם תבשטותב.  |                 | 32 0 PROPOSED ROAG                             | I. 17       |
| WHICH WILL BE NUMBERED SHEET 33M   |                 | NON TOLE 30-44                                 | 01          |
| ON A REPLACEMENT SHEET OF THIS PLAN  |                 | NOW LOTS 33-35 SEE ADDITIONAL SHEETS 64 - 92   | 180         |
|  |                 |  | 190         |
| DEVELOPMENT ACT, 1989.   |                 |  | )   2       |
| ACCORDANCE WITH THE PROVISIONS OF THE COMMINITY LAN                              |                 | 26 522 SP 65564                                | 00 I        |
| ALTERED AS THE SCHEME IS DEVELO  |                 | 48   | 210         |
| OF UNIT ENTITLEMENTS FOR THE   |                 |  | L 22        |
| THIS SHEET SHOWS AN INITIAL SCHE   |                 | 19   | 01:         |
|  |                 | 0  | 230         |
| REGISTERED ON 16 MAY 2000  | SEE SHEET 33L   | NOW LOTS 28-32                                 | 1 24        |
| SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 33J OF THE PLAN                 | HISTORICAL FILE | 20 NOW LOTS C8-72 SEE ADDITIONAL SHEETS H-9-89 | 012         |
| THIS SHEET CONTAINS AN UP-DATED  |                 | 0  | 250         |
| Form 2   |                 | NOW LOTS 54-56                                 | 260         |
| For use where space is insufficient in any panel on Plan                         |                 | NOW LOTS 54-50 SEE                             | )   2       |
| Authorised Person / General Manager  |                 | NOW LOTS 54-56                                 | 70 J        |
|  |                 | H NOW LOTS 46-53 SEE ADDITIONAL SHEETS 188-NO  | 280         |
|  |                 |  | 1 2         |
|  |                 | TE-EE STON MON                                 | 90 1        |
| of   |                 | 348  | 300         |
| This is sheet 1 of my plan of 1 sheets covered by<br>subdivision certificate No. |                 | 234  | 31          |
| Surveyor registered under the Surveying Act, 2002                                |                 | SEE ADDITIONAL SHEETS                          | 10 L        |
| John John Mary Company   |                 | NOW LOTS 23, 24 & 25                           | 320         |
| <u> </u>   |                 | NOW LOTS 26 & 27                               | 33          |
| -  |                 | S NON TOLS 28-35 SEE MUNITUANY SPEELS INC. 13  | 013         |
|  |                 | 1  | 340         |
|  |                 | 2 NOW LOTS 28-32 SEE ADDITIONAL SHEETS 45-63   | 350         |
| this is sheet 1 of my plan in 1 sheets dated 1 MARCH 2004                        |                 | COMMUNITY PROPERTY                             | I 360       |
| 111  |                 | INTERNIT ENTER CHENT CHENT CHENT               | ) 1 37      |
| Registered: Mic./2.254   |                 | INITIAL SCHEDULE OF UNIT ENTITLEMENT           | /U_ffa      |
| D.P. 270215 (REPLICEMENT SHEET 33K)  |                 |  | sie of mr   |

SURVEYOR'S REFERENCE:

|                 |  |  | 20       |
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|                 |  |  | 30       |
|                 | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP 1072361 (ABH)976)    |  |          |
|                 | CD 73 F 2 S  | 757                                      | _        |
|                 | PROPOSED PUBLIC OPEN SPACE   | 0  |          |
|                 |  | F  |          |
|                 |  | 13                                       | 60       |
|                 |  | 13 5                                     | A        |
|                 |  | 3 5                                      |          |
|                 |  | 5 5                                      | 80       |
|                 |  | 5  |          |
|                 | TROTOSED FOREIGN OF ENGRACE  | CONVENTED TO LOT 1                       | V.       |
|                 | SEE ADDITIONAL SHEETS 135-174  | MON LOIS 74-76                           |          |
|                 | PROPOSED PUBLIC OPEN SPACE   | טייי ואייייייייייייייייייייייייייייייייי |          |
|                 | PROPOSED PUBLIC OPEN SPACE   | 0  | 110      |
|                 | SP 75903   | 5  |          |
|                 | SP 75903   | 100                                      | 5        |
|                 | SP 72677   | 89                                       |          |
|                 | SEE ADDITIONAL SHEETS 121 - 129  | NOT LOTS 39-45                           |          |
|                 | PROPOSED PUBLIC OPEN SPACE   | 0  | 40 37    |
|                 | PROPÓSED PUBLIC OPEN SPACE   | 0  |          |
|                 | SEE ADDITIONAL SHEETS 93-120   | NOW LOTS 36-38                           |          |
|                 | ACQUIRED/BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1061957 (AA151290)    |  |          |
|                 | SP 6958I   | 965                                      | 33       |
|                 | PROPOSED ROXO  | 0  |          |
|                 | SEE ADDITIONAL SHEETS 12 - 129   | NOW LOTS 39-45                           |          |
|                 | :TS 64 - 92  | NOW LOTS 33-35                           | 25       |
|                 | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1042979 (SEE 9096647) | 0  | 190      |
|                 | SP 68839   | 556                                      | L 20     |
|                 | 5P73749  | 74                                       | 27       |
|                 | SP 65564   |  | 210      |
|                 | SP 63595   |  | 25       |
|                 | SP 62661   |  | 24       |
|                 |  | 19                                       | 23       |
|                 | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 10 7 9037 (AC 11866)  | 0  | 22       |
|                 | SEE ADDITIONAL SHEETS 45-63  | NOW LOTS 28-32                           | 240      |
| SEE SHEET 33M   | SEE ADDITIONAL SHEETS 133-134  | NOW LOTS 54-56                           | 20       |
| HISTORICAL FILE | KEE ADDITIONAL SHEETS NE.73  | 28-82 SIU1 AON                           | 50 I     |
|                 | NOT DOVU COMBOSCED IN 18 VIOLENCE AND TOWN OF THE WASHINGTON           | 300 300                                  | 260      |
|                 | SEC ADDITIONAL SHEETS 132-134  | MUN TOLC EP-EF                           | 1 2 a    |
|                 | SEE ADDITIONAL SHEETS 133-134  | 95-15 STOT MON                           | ₹ 3      |
|                 | SEE ADDITIONAL SHEETS 130-132  | NOW LOIS EL EL                           | 7 3      |
|                 |  | 248                                      |          |
|                 | SEE ADDITIONAL SHEETS 64-92  | NOW 1,0TS 33-35                          |          |
|                 |  | 194                                      | 300      |
|                 | SP 63466   | 946                                      |          |
|                 | SP 62406   | 234                                      |          |
|                 | SEE ADDITIONAL SHEETS 133-134  | NOW LOTS 54-56                           |          |
|                 |  | NOW LOTS 26 & 27                         | 1 33     |
|                 | SEE ADDITIONAL SHEETS 45-63  | NOW LOTS 28-32                           |          |
|                 |  | 1514                                     | 340      |
|                 | SP 62660   | 1374                                     | 1 35     |
|                 | SEE ADDITIONAL SHEETS 45-63  | NOW LOTS 28-32                           | 0 1      |
|                 |  | COMMUNITY PROPERTY                       |          |
|                 | NOISIAIDBINS   | UNIT ENTITLEMENT                         | L0T      |
|                 |  |  | O Itat   |
| _               | INITIAL SCHEDULE OF UNIT ENTITLEMENT                                   | NIIAL                                    | vie of d |
|                 |  |  | 1000     |

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTILEMENTS FOR THE COMMUNITY SCHERE WHICH IS LIBBLE TO BE ALTERED AS THE SCHERE IS DEFLORED OR ON COMPLETION OF THE SCHERE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT, 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 33H AS THE CIRCUMSTANCES REQUIRE.

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITIEMENTS AND REPLACES SHEET 3% OF THE PLAN REGISTERED ON 16-112-2004

For use where space is insufficient in any panel on Plan Form 2

DP270215

Registered:

This is sheet 1 of my plan in 1 sheets dated

Mandaro, nod
Surveyor respilated under Surjeying Act. 2002
This is sheet 1 of my plan of 1 sheets covered by subdivision certificate No. of

\$ 15.2.2006

REPLACEMENT SHEET 33L)

1 START OF CAR OF THE MAN THE

SURVEYOR'S REFERENCE:

C165-006d.DWG

Reduction Ratio 1: 1

DATE: 16/12/0

SIGNATURE:..

Strat Cox

VALUES OF SUCH LOTS AT 10 MAY 2001
BEING THE DATE OF THE VALUERS
CERTIFICATE LODGED WITH THE ORIGINAL
SCHEDULE

PLAN AMENDED IN LPI AT SURVEYOR'S REQUEST

Req:R413878 /Doc:DF 0270215 F /Rev:07-Sep-2012 /NSW LRS © Office of the Registrar-General /Src:SAIGLOBAL /Ref: ᄗ £ £ £ 5 ŧ £ £ ± £ 99 3 3 % 3 7 3 32 30 29 28 27 26 24 23 25 20 NOW LOTS 54-56 NOW LOTS 26 & 27 NOW LOTS 54-56 NOW LOTS 54-56 NOW LOTS 54-56 COMMUNITY PROPERTY NOW LOTS 54-56 NOW LOTS 54-56 NOW LOTS 23, 24 & 25 NOW LOTS 28-32 NOW LOTS 28-32 NOW LOTS 28-32 NOW LOTS 28-32 UNIT ENTITLEMENT NOW LOTS 46-53 NOW LOTS 39-45 NO. NOT LOTS 39-45 NOW LOTS 33-35 NOW LOTS 36-38 1974 522 248 8he <u>表</u> 2 8 965 FE-EE S107 55 1± 234 3 3 ᇷ 절 ₩ 55 PROPOSED PUBLIC OPEN SPACE
PROPOSED PUBLIC OPEN SPACE SP 62661 SP 63595 SEE ADDITIONAL SHEETS 39-44
SEE ADDITIONAL SHEETS 39-44 SEE ADDITIONAL SHEETS 93-120 SEE ADDITIONAL SHEETS 133-134
SEE ADDITIONAL SHEETS 133-134 SEE ADDITIONAL SHEETS 121 - 129 SP 68839 SP 65564 SEE ADDITIONAL SHEETS 121 - 129 ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1061957 (AA151290) SEE ADDITIONAL SHEETS 64 - 92 ACQUIRED BY SYDNEY HARBOUR KORSHORE AUTHORITY DP 1042979 (SEE 9096647) SP 73749 PROPOSED PUBLIC OPEN SPACE SP 75963 SP 72677 PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE Sp 69581 PROPOSED ROAD ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1079037 (AC11866 SEE ADDITIONAL SHEETS 45-63/ SEE ADDITIONAL SHEETS 45-63 NOW ROAD COMPRISED IN 18/1011428 SEE ADDITIONAL
SP 62660 SEE ADDITIONAL SHEETS 133-134 SP 62406 SEE ADDITIONAL SHEETS 133-134 SEE ADDITIONAL SHEETS 130-132 SEE ADDITIONAL SHEETS 64-92 SP 63466 SEE ADDITIONAL SHEETS 133-134 NOISIAIDBNS SHEETS 45-63 INITIAL SCHEDULE OF UNIT ENTITLEMENT Ę 58 57 ž 53 22 59 56 25 TOTAL NOW LOTS 57-62 UNIT ENTITLEMENT 000 2334 224 757 SEE ADDITIONAL SHEET 195 ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE PROPOSED ROAD PROPOSED ROAD PROPOSED PUBLIC OPEN SPACE SP 73528 NOISIAIGENS DP 1072361 HISTORICAL FILE SEE SHEET 33N 1. STUART COX.

1. STUART COX.

BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1979.

CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE REV. LOTS (CERTIES BY THE SUBDIVISION ARE BASED UPON MARKET THIS SHEET SHOWS AN INITIAL SCHEDULE OF WHIT ENTITLEMENTS FOR THE TO BE COMMUNITY SCHERE WHICH IS LURBLE TO BE ALTERED AS THE SCHENE IS DEVELOPED OR ON COPPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT, 1989. This is sheet 3 of my plan of 3 sheets covered by subdivision certificate No. For use where space is insufficient in any Form 2 SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 39N AS THE CIRCUMSTANCES REQUIRE. BEING THE DATE OF THE VALUERS
CERTIFICATE LODGED WITH THE ORIGINAL
SCHEDULE THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 33L OF THE PLAN REGISTERED ON 16 MAY 2000 SIGNATURE:.. VALUES OF SUCH LOTS AT 10 MAY 2001 This is sheet 3 of my plan in 3 sheets dated 7 way 2004

D.P. 270215 COMMUNITY PLAN

Registered:

(REPLACEMENT SHEET 330)

<u>~</u> 5

2.2006

DATE: 16/12/05 That Car

Reduction Ratio 1: 2 JRVEYOR'S REFERENCE:

B028-031d.dwg

PLAN FORM 3

£ 39

100

5P 75963

SP 75%3

3

NOT LOTS 39-45

SEE ADDITIONAL SHEETS 121 - 129

PROPOSED PUBLIC OPEN SPACE

ACQUIRED BY HINISTERIAL HOLDING CORPORATION DP 1071670 (PROPOSED)

33

SP 6958I

PROPOSED ROAD

22

NOW LOTS 39-44 NOW LOTS 33-35

SEE ADDITIONAL SHEETS 121 - 129 SEE ADDITIONAL SHEETS 64 - 92

발

NOW LOTS 36-38 965

SEE ADDITIONAL SHEETS 93-120

ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1061957 (AAISI290)

27

955

SP 68839

ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1042979 (SEE 9096647)

26 25 2 23 22 2 20

522

SP 65564 SP 62661

7 뜐 5 NOW LOTS 54-56

65-94 S101 MON

NOW LOTS 33-35

**3** 

NOW LOTS 26 & 24

NOW LOTS 28-32

NOW LOTS 23, 24 & NOW LOTS 54-56

348

COMMUNITY PROPERTY

UNIT ENTITLEMENT

NOW LOTS 28-32

NOW LOTS 54-56

NOW LOTS 54-56

NOW LOTS 28-32 NOW LOTS 28-32

30 29 28

Req:R413878 /Doc:DF 0270215 P /Rev:07-Sep-2012 /NSW LRS © Office of the Registrar-General /Src:SAIGLOBAL /Ref:

5 £ 42 £

3

NOM 1'018, 24-29 NEW LOTS 67-70

FROPOSED PUBLIC OPEN SPACE

CONVERTED TO COMMUNITY PROPERTY.

PROPOSED PUBLIC OPEN SPACE

SEE ADDITIONAL SHEETS 193-194

## INITIAL SCHEDULE OF UNIT ENTITLEMENT

| + | -  |                              | -                             | ⊢                           | +                                | +                             | +                             | +-                            | +                             | +        | +   | 4                           | +             | +         | ╄-                            | 13/                              | 1_                          | _  | ļ.,      | <u> </u>                   | ╙                           | <u> </u> |                  |  |
|---|--|------------------------------|-------------------------------|-----------------------------|----------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|----------|---|-----------------------------|---------------|-----------|-------------------------------|----------------------------------|-----------------------------|--|----------|----------------------------|-----------------------------|----------|------------------|--|
|   | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1079037 | SEE ADDITIONAL SHEETS 45-63  | SEE ADDITIONAL SHEETS 133-134 | SEE ADDITIONAL SHEETS 45-63 | NOW ROAD COMPRISED IN 18/1011428 | SEE ADDITIONAL SHEETS 133-134 | SEE ADUITIONAL SHEETS 193-194 | SEE ADDITIONAL SHEETS 133-134 | SEE ADDITIONAL SHEETS 130-132 |          | SEE AUUTTUMAL SHEETS 64-92  | CEC ADDITIONAL CHEST IN CO. | SP 63466      | SP 621986 | SEE ADDITIONAL SHEETS 193-194 | SEE ADDITIONAL SHEETS 35-38      | SEE ADDITIONAL SHEETS 39-44 | SEE ADDITIONAL SHEETS 45-63                              |          | SP 62660                   | SEE ADDITIONAL SHEETS 45-63 |          | NOISINIDBUS      |  |
| _ | OIAF   | 1011                         | 70                            | r o                         | - 68                             | 67                            | 66                            | 65                            | 64                            | 63       | 62  | 6                           | 60            | 59        | 58                            | 57                               | 25                          | 55   | 45       | 65                         | 52                          | 51       | LOT              |  |
| • | 10,000   | 0000                         |                               | 2                           | 0                                | 0                             | 9141                          | 0                             | 667                           | 251      | 0   | 0                           | 0             | 224       | 0                             | 99-69 SIOT MON                   | NOW LOTS 57-62              | 0  | 757      | 0                          | Ŧ                           | 13       | UNIT ENTITLEMENT |  |
|   |  | THE COME TOWNS OF THE STREET | PROPOSED PUBLIC OPEN SPACE    | PROPOSED PUBLIC OPEN SPACE  | PROPOSED PUBLIC OPEN SPACE       | PROPOSED PUBLIC OPEN SPACE    |                               | PROPOSED FUBLIC OPEN SPACE    |                               | SP 764I8 | THE CHARGE BY WINTELL YORK FILL CHARGOMENIAL BLANKING & YESCENEM WELL THE BLOOK OFFINE SECTION OF THE CHARGOMETRIAL BLANKING OF THE BLOOK OFFINE SECTION OF THE SECTION OF | PROPOSED PUBLIC OPEN SPACE  | PROPOSED ROAD |           | PROPOSED ROAD                 | SEE ADDITIONAL SHEET 197 +H4 147 | SEE ADDITIONAL SHEET 195    | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP 107236 | \$524145 | PROPOSED PUBLIC OPEN SPACE |                             |          | NOISIAIGBNS      |  |

**HISTORICAL FILE** 

SEE REPLACEMENT SHEET 33P

homology and a surveyor registered under the Surveyor registered u

Registered: # #C 20 - 12 - 2007

REPLACEMENT SHEET 330 DP 270215

This is sheet 5 of my plan in 5 sheets dated 1 DEC 2005

This is sheet 5 of my plan of 5 sheets covered by subdivision certificate No. 24

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 39 NOT THE PLAN REGISTERED ON 27/2/2006 (X)

where space is insufficient in any panel on Plan

I'HIS SHEET SHOUS AN INITIAL SCHEDULE
OF UNIT ENTILLEMENTS FOR THE
COMMUNITY SCHERE WHICH IS LIABLE TO BE
ALTERED AS THE SCHERE IS DEVELOPED OR
ON COMPLETION OF THE SCHERE IN
ACCORDANCE WITH THE PROVISIONS OF
SECTION 30 OF THE COMMUNITY LAND
DEVELOPMENT ACT, 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 335 33P AS THE CIRCUMSTANCES REQUIRE.

SIGNATURE. Stat Reduction Ratio 1: 2 DATE: 2/02/06 BEING THE DATE OF THE VALUERS
CERTIFICATE LODGED WITH THE ORIGINAL
SCHEDULE VALUES OF SUCH LOTS AT 10 MAY 2001 3

(00)

1. STANK CONOF THE ACTIVITY HAS BEING A WALLER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1979,
CERTIFY THAT THE UNIT ENTILEMENTS FOR THE NEW LOTS GREATED BY THE SUBDIVISION ARE BASED UPON MARKET

26.6.2008

(X) DATE ADDED VIDE 2008/1201

SURVEYOR'S REFERENCE:

C165-0316.dwg

£

8 8

NOT LOTS 39-45

SEE ADDITIONAL SHEETS 121 - 129

ACQUIRED BY MINISTERIAL HOLDING CORPORATION DP 1071670 (PROPOSED)

NOW LOTS 36-38

SEE ADDITIONAL SHEETS 93-120

PROPOSED PUBLIC OPEN SPACE

ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1061957 (AAI51290)

NOM TOLZ 30-## NOW LOTS 33-35

SEE ADDITIONAL SHEETS 64 - 92

SEE ADDITIONAL SHEETS 121 - 129

ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1042979 (SEE 9096647)

965

SP 6958I

PROPOSED ROAD

522

盗

SP 63595 SP 63595

7 £

25

SP 68839

Req:R413878 /Doc:DP 0270215 P /Rev:07-Sep-2012 /NSW LRS
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

REVISED SCHEDULE OF UNIT ENTITLEMENT

ទ

COMMUNITY PROPERTY

NOW LOTS 28-32 UNIT ENTITLEMENT

NOW LOTS 23, 24 & 25

NOW LOTS 26 & 87

NOW LOTS 28-32

2

NOW LOTS 28-32 NOW LOTS 54-56

NOW LOTS 28-32

NOW LOTS 54-56 NOW LOTS 54-56 NOW LOTS 54-56

NOW LOTS 46-53

NOW LOTS 33-35

\$ ¥8 2¥

| NOISIAIGANS   | L01   | UNIT ENTITLEMENT | NOISIAIGRIS                        | Ν   |
|---|-------|------------------|------------------------------------|-----|
|   | 2     | 19               |                                    | - 1 |
| SEE ADDITIONAL SHEETS 45-63                             | 52    | Ŧ                |                                    |     |
| SP 62660  | 53    | 0                | PROPOSED PUBLIC OPEN SPACE         |     |
| REVISED UNIT ENTITLEMENT                                | ž     | 757              |                                    |     |
| SEE ADDITIONAL SHEETS 45-63                             | 3     | 0                | BY SYDNEY HARBOUR FORESHORE AUTHOR |     |
| SEE ADDITIONAL SHEETS 39-44                             | 25    | NOW LOTS 57-62   | SEE ADDITIONAL SHEET 195           |     |
| SEE ADDITIONAL SHEETS 35-38                             | 57    | NOW LOTS 63-66   | -47                                |     |
| SEE ADDITIONAL SHEETS 193-194                           | æ     | 0                |                                    | - 1 |
| SP 62406  | 59    | 215              | REVISED UNIT ENTITLEMENT           | - 1 |
| S/ 6466   | 60    | 0                | PROPOSED ROAD                      |     |
|   | £     | 0                | PROPOSED PUBLIC OPEN SPACE         | - ! |
| SEE ADDITIONAL SHEETS 64-92                             | 62    | 0                | PROPOSED PUBLIC OPEN SPACE         |     |
|   | 63    | 251              | SP 76418                           |     |
| SEE ADDITIONAL SHEETS 130-132                           | 64    | 9HI              | REVISED JUNIT ENTITLEMENT          |     |
| SEE ADDITIONAL SHEETS 133-134                           | 65    | 0                | PROPOSED PUBLIC OPEN SPACE         |     |
| SEE ADDITIONAL SHEETS 193-194                           | 8     | 2084             | REVISED UNIT ENTITLEMENT           |     |
| SEE AUDITIONAL SHEETS 199-199                           | 67    | 0                | PROPOSED PUBLIC OPEN SPACE         | - 1 |
| NOW RUAU CUTERISED IN BARNEYZO                          | 68    | 0 /              | PROPOSED PUBLIC OPEN SPACE         | - 1 |
| SEE ADDITIONAL SHEETS 43-69                             | 69    | ٩                | PROPOSED PUBLIC OPEN SPACE         |     |
| SEE MODITIONAL SHEETS 157-154                           | 70    | ٥                | PROPOSED PUBLIC OPEN SPACE         |     |
| ACCUIDED BY SYDNEY HARRONS FORCEOUR ANTHORYTY OF OTTOOR | TOTAL | 10,000           |                                    |     |
| ACCIDENCE OF STURE TORSHORE AUTHORITY OF 10/903/        | \     | `                |                                    |     |
|   | \     |                  |                                    |     |

HISTORICAL FILE

THIS SHEET SHOPS A REVISED SCHEDULE OF WIT ENTITLERNIS FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDIANCE WITH THE PROVISIONS OF DEVELOPMENT ACT, 1989.

SEE REPLACEMENT SHEET 33Q

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 33Q AS THE CIRCUMSTANCES REQUIRE.

THE UNIT ENTILEMENTS FOR LOTS 4, 59, 64 AND 66 HAVE BEEN REVISED PURSUANT TO AN ORDER .
FILE NA. SCS 017-58097, FROM THE CONSUMER, TRADER & TENMANCY TRIBUNAL UNDER SECTION 78(2)
OF THE COMMUNITY LAND MANAGEMENT ACT 1989.

D.P. 270215 COMMUNITY PLAN

This is sheet 1 of my plan in 1 sheets dated 19 DEC 2007

This is sheet 1 of my plan of 1 sheets covered by subdivision certificate No.

For use where space is insufficient in any panel on Plan Form 2

THIS SHEET CONTAINS AN REVISED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 390 OF THE PLAN REGISTERED ON 20/12/2007 (X)

(REPLACEMENT SHEET 33P)

SURVEYOR'S REFERENCE: C165-065a.dwg BEING THE DATE OF THE VALUERS
CERTIFICATE LODGED WITH THE ORIGINAL
SCHEDULE

VALUES OF SUCH LOTS AT 10 MAY 2001

DATE: .... SIGNATURE:... Attal Cox

14/01/2008

OF CO MICHALD ELLS PTY LTD,
BEING A VALUER REGISTERED UNDER THE
VALUERS REGISTRATION ACT 1978,
CERTIFY THAT THE UNIT ENTILEMENTS
FOR THE NEW LOTS CREATED BY THE
SUBDIVISION ARE BASED UPON MARKET

1. STUART COX

SP\_75963 SP 75963

5 ŧ

NEW LOTS 67-79

NON LOTS 54-56

PROPOSED PUBLIC OPEN SPACE

SEE ADDITTIONAL SHEETS 148-151

SEE ADDITIONAL SHEETS 133-134

PROPOSED PUBLIC OPEN SPACE

(X) DATE ADDED VIDE 2008/1201 26.6.2008

Reduction Ratio 1:

eq:R413878 /Doc:DF 0270215 P /Rev:07-Sep-2012 /NSW LF Office of the Registrar-General /Src:SAIGLOBAL /Ref: £ 5 £ 5 £ € 5 3 3 7 33 22 30 23 28 2 27 25 2 23 NOW LOTS 54-56 NOW LOTS 54-56 NOW LOTS 54-56 NOW LOTS 26 & 27 NOW LOTS 54-56 NOW LOTS 23, 24 & 25 NOW LOT TY 73 COMMUNITY PROPERTY NOW LOTS 28-32 NOW LOTS 28-32 NEW LOTS 67-70 NEW LOT 71-73 NOW LOTS 54-54 OW LOTS 28-32 NOW LOTS 46-53 UNIT ENTITLEMENT NEW LOTS 39-45 NOM LOTS 39-44 NOW LOTS 33-35 NOW LOTS 36-38 NEW LOT 71-73 NOW LOTS 33-35 8 55 56 3 55 74 522 556 £ 2 248 五 第 5 SEE ADDITIONAL SHEETS 192-155 SP 75963 ACQUIRED BY MHUSERS JOHNINGSTONG ENTROLUCIES PLANTING TO ASSESSMENT ACT 1939 COAS DEVOLUCIONOSSEE ADDITIONAL SHEETS JOHN 129 SP 75963 SEE ADDITIONAL SHEETS 121 - 129 SP 65564 SP 63595 CONVERTED TO CONMUNITY PROPERTY PROPOSED PUBLIC OPEN SPACE SEE ADDITIONAL SHEETS 93-120 ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1061957 (AA151290) SP 69581 SEE ADDITIONAL SHEETS 64 - 92 ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1042979 (SEE 909647) SP 62661 SEE ADDITIONAL SHEETS 45-63 SEE ADDITIONAL SHEETS 193-194 SEE ADDITIONAL SHEETS 193-194
SEE ADDITIONAL SHEETS 193-194
SEE ADDITIONAL SHEETS 193-194 SEE ADDITIONAL SHEETS 133-134 ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1079037 NOW ROAD COMPRISED IN 18/1011428 SP 62406 SEE ADDIT SEE ADDITIONAL SHEETS 64-92 SEE ADDITIONAL SHEETS 133-134 SEE ADDITIONAL SHEETS 39-44 SEE ADDITIONAL SHEETS 45-63 SEE ADDITIONAL SHEETS 152-155 ADDITIONAL SHEETS 45-63 NOISIAIDENS

TOTAL

10,000

581

PROPOSED ROAD

PROPOSED PUBLIC OPEN SPACE

INITIAL SCHEDULE OF UNIT ENTITLEMENT SEE REPLACEMENT SHEET 33R HISTORICAL FILE

> D.P. 270215 Registered:

This is sheet 5 of my plan in 5 sheets dated + DEC 2005 Noveพาธศะ 2005

&B 13.7.7008 (REPLACEMENT SHEET 330) COMMUNITY PLAN

7 69 8 67 6 55 2 ᄗ 5 8 8 59 Z. 28 57 56 2 2 3 ž NOW LOTS 63-66 NOW LOTS 57-62 UNIT ENTITLEMENT 北北 215 4 805 757 25 0 SP 76418 PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE ECOLIBEO BY THRISTER ADMINISTERING THE ENTROWERTAL PLANNING & ASSESSENT ACT 1979 PROPOSED PUBL ACQUINCO BY MINISTER, ACMINISTERING INC. EMINOMENIAL PLANING & ASSESTEM ACT MED OPEN SPACE. PROPOSED PUBLIC OPEN SPACE PROPOSED ROAD PROPOSED ROAD SEE ADDITIONAL SHEET 197-147 SEE ADDITIONAL SHEET 195 ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY SP 13528 PROPOSED PUBLIC OPEN SPACE NOISIAIDENS 묶 10% This is sheet 5 of my plan of 5 sheets covered by subdivision certificate No. /8 of 2006

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 33P OF THE PLAN REGISTERED ON 5/2/2008 (X)

THIS SHEET SHOWS AN INITIAL SCHEDULE
OF UNIT ENTITLEMENTS FOR THE
COMMUNITY SCHERE WHICH IS LUBBLE TO BE
ALTERED AS THE SCHEME IS DEVELOPED OR
ON COMPELTION OF THE SCHEME IN
ACCORDANCE WITH HE PROVISIONS OF
SECTION 30 OF THE COMMUNITY LAND
DEVELOPMENT ACT, 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET <del>370</del> 33R (x) AS THE CIRCUNSTANCES REQUIRE.

1. 370AA COX.

BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1978 5 FOR THE HEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 10 MAY 2001

(X) DETAILS AMENDED VIDE 2008/1201

BEING THE DATE OF THE VALUERS
CERTIFICATE LODGED WITH THE ORIGINAL
SCHEDULE

SIGNATURE:

CH07/ 2007 Shall by

PROPOSED

PUBLIC OPEN SPACE

Req:R413878 /Doc:DP 0270215 P /Rev:07-Sep-2012 /NSW LRS © Office of the Registrar-General /Src:SAIGLOBAL /Ref: 4 2 £ £ £ £ 99 38 37 ≈ 29 8 28 26 25 2 5 NOW LOTS 46-53 NOW LOTS 54-56 NOW LOTS 54-56 NOW LOTS 54-56 NOW LOTS 71-73 NOW LOTS 39-44 NOW LOTS 54-56 NOW LOTS 23, 24 & 25 NOW LOTS 28-32 NOW LOTS 26 & 27 OMMUNITY PROPERTY NOW LOTS 71-73 NOW LOTS 28-32 NOW LOTS 28-32 NOW LOTS 71-743 NOW LOTS 28-32 UNIT ENTITLEMENT NOM FOLS 24-24 NOW LOTS 39-45 NOW LOTS 36-38 NOM FOLE 33-32 NOW LOTS 33-35 8 965 = 522 74 8 æ 껄 <del>2</del> 7 348 SP 65564 SEE ADDITIONAL SHEETS 148-151 CONVERTED TO COMMUNITY PROPERTY - PROPOSED PUBLIC OPEN SPACE SP 75963 ACQUIRED BY MANGERS ADMINISTRATION ENTROPMENTAL PLANNING & ASSESSMENT ACT HAS CORE DEPOTIETO (PROP.)
SEE ADDITIONAL SHEETS 22' - 129 SEE ADDITIONAL SHEETS 93-120 SP 6958I SEE ADDITIONAL SHEET 121-129 SP 68839 SP 63595 SP 62661 SP 75963 SEE ADDITIONAL SHEETS 64 - 92 NOW ROAD COMPRISED IN 18/1011428 PROPOSED PUBLIC OPEN SPACE ACQUIRED BY SYDNEY HARBOUR FORSHORE ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1042979 (SEE 909,647) SEE ADDITIONAL SHEETS 45-63 SEE ADDITIONAL SHEETS 45-63 SEE ADDITIONAL SHEETS 193-134 ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1079037 SEE ADDITIONAL SHEETS 133-134 SEE ADDITIONAL SHEETS 133-134 SEE ADDITIONAL SHEETS 133-134 SP 62406 SP 62660 SEE ADDITIONAL SHEETS 193-194 SEE ADDITIONAL SHEETS 64-92 SP 63466 SEE ADDITIONAL SHEETS 133-134 SEE ADDITIONAL SHEETS 45-63 SEE ADDITIONAL SHEETS 152-155 SEE ADDITIONAL SHEETS 45-63 SEE ADDITIONAL SHEETS 35-38 SUBDIVISION AUTHORITY DP 1061957 (AAI51290) INITIAL SCHEDULE OF UNIT ENTITLEMENT TOTAL ᄗ 73 70 69 68 67 66 2 5 62 2 58 21 25 25 5+ 53 52 2 NOW LOTS 74-77 NOW LOTS 74-77 NOW LOTS 57-62 NOW LOTS 63-66 UNIT ENTITLEMENT 10,000 # # 941 # # 208 h 251 757 F 3 581 215 \*\*\* PROP PUBLISHED BY MINISTER ADMINISTERING THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1939 PROP PUBLISHED BY PROPOSED ROAD SEE ADDITIONAL SHEET 156 SEE ADDITIONAL SHEET 156 ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY PROPOSED ROAD ACQUIRED BY HINISTER ADMINISTERING THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1934 PROPENSIVE PROPOSED PUBLIC OPEN SPACE ACQUIRED BY MINISTER ADMINISTERING THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1930-PROPENTING ASSESSMENT SP 76418 ACCUMENTAL MANUSCREMANT THE EMPRONMENTAL PLANNING 1 ASSESSMENT ACT. 1929 PROP. PUBLIC SPACE OF TANIB PROPOSED PUBLIC OPEN SPACE PROPOSED ROAD SEE ADDITIONAL SHEET 137-107 147 SEE ADDITIONAL SHEET 135 ACCURED BY SYSTEM HARBOUR FORSHORE AUTHORITY PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE PROPOSED ROAD ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY SP 13528 PROPOSED PUBLIC AND BY HINISTER ADMINISTERING THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1999 PROP. PUBLI SEE REPLACEMENT SHEET 33S NOISIAIDBNS OPEN SPACE HISTORICAL FILE DP\_1072361

This is sheet 3. of my plan in 3. sheets dated SEP 2005

Registered: ( 🗯 )

NB 20.2.2008

REPLACEMENT SHEET 33R

DP270215

This is sheet 3 of my plan of 3 subdivision certificate No. 30 of 2006

J.M. Mahon

where space is insufficient in any panel on Plan

THIS SHET SHOKS AN INITIAL SCHEDULE
OF UNIT ENTITLEMAYS FOR THE
COMMUNITY SCHEME WHICH IS LIABLE TO BE
ALTERD AS THE SCHEME IS DEVELOPED OR
ON COMPLETION OF THE SCHEME IN
ACCORDANCE WITH THE PROVISIONS OF
SECTION 30 OF THE COMMUNITY LAND
DEVELOPMENT ACT, 1989.

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 33Q OF THE PLAN REGISTERED ON 13/2/2008 (X)

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 33.5 AS THE CIRCUMSTANCES REQUIRE.

I STUNK ON THE BASED UPON MARKET SUBDIVISION ARE BASED UPON MARKET SUBDIVISION ARE BASED UPON MARKET DATE: SIGNATURE: BEING THE DATE OF THE VALUERS
CERTIFICATE LODGED WITH THE ORIGINAL
SCHEDULE VALUES OF SUCH LOTS AT 1-3-2000 03/07/2002 Stall Cox

(X) DATE ADDED VIDE 2008/1201

Req:R413878 /Doc:DF 0270215 F /Rev:07-Sep-2012 /NSW LF © Office of the Registrar-General /Src:SAIGLOBAL /Ref: ᄗ 振 ェ 5 #8 £ £ 5 ₽ <del>1</del>3 £ 38 34 8 23 28 27 26 2 3 7 5 39 37 꿃 22 25 2 23 22 20 NOW LOTS 54-56 NOW LOTS 54-56 NOW NOW LOTS 28-32 NOW LOTS 28-32 NOM LOTS 39-44 NOW LOTS 33-35 NOW LOTS 36-38 LOTS 71-73

NOW LOTS 54-56 NOW LOTS 54-56 NOM FOLS 24-29 NOW LOTS 23, 24 & 25 NOW LOTS 26 & 27 COMMUNITY PROPERTY NOW LOTS 28-32 NOW LOTS 71-73 NOW LOTS 28-32 UNIT ENTITLEMENT NOW LOTS 46-53 NOW LOTS 33-35 248 享 第 3 SP 63466 SEE ADDITIONAL SHEETS 39-44 SP 62406 SEE ADDITIONAL SHEETS 152-155 333 SEE ADDITIONAL SHEETS 133-134 SEE ADDICTIONAL SHEETS 133-134 SEE ADDITIONAL SHEETS 35-38 SP 62660 SEE ADDITIONAL SHEETS 133-134 SEE ADDITIONAL SHEETS 133-134 SEE ADDITIONAL SHEETS 130-132 SEE ADDITIONAL SHEETS 64-% SEE ADDITIONAL SHEETS 45-63 ADDITIONAL SHEETS 45-63 SUBDIVISION INITIAL SCHEDULE OF UNIT ENTITLEMENT ᄗ 51 63 66 5 4 62 8 2 2 57 58 S. ž 23 22 NOW LOTS 57-62 NOW LOTS 63-66 UNIT ENTITLEMENT 2084 757 £ 2 웅 PROPOSED PUBLIC OPEN SPACE SP 76418 PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE PROPOSED ROAD SEE ADDITIONAL SHEET 137-147 SEE ADDITIONAL SHEET 135 ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY SP 73528 PROPOSED PUBLIC OPEN SPACE PROPOSED ROAD SUBDIVISION DP-1072361

## HISTORICAL FILE

SEE DOCUMENT 'A' WITH ADMINISTRATION SHEET(S)

REPLACEMENT SHEET 33S DP 270215

Registered: 

This is sheet 1 of my plan in dated 21 FEB 2008

1 sheets

Surveyor registered underlying Act, 2002

This is sheet. 1 of my plan of 1 sheets covered by subdivision certificate No.

For use where space is insufficient in any panel on Plan Form 2

THIS SHEET CONTAINS AN UP-DATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 37R OF THE PLAN REGISTERED ON 20/2/2008 (X)

£

26-2-2008

NOW LOTS 39-45 8 89 SEE ADDITIONAL SHEETS 121 - 129

% %

SP 6958I

SEE ADDITIONAL SHEETS 121-129
SEE ADDITIONAL SHEETS 152-155 SEE ADDITIONAL SHEETS 64 - 92

SEE ADDITIONAL SHEETS 93-120

ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1061957 (AAIS1290)

PROPOSED PUBLIC OPEN SPACE

ACQUIRED NOW LOT 37 DP 1071670 (AD 718345)

55 522 74

SP 68839

ACQUIRED BY SYDNEY HARBOUR FORSHORE

AUTHORITY DP 1042979 (SEE 9096647)

TOTAL

10,000

PROPOSED ROAD PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE

#

SP 63595 SP 63595

3 3

SEE ADDITIONAL SHEETS 45-63

NOW ROAD COMPRISED IN 18/1011428

SEE ADDITIONAL SHEETS 45-63

SEE ADDITIONAL SHEETS 133-134

70 5 8 67

NOW LOTS 74-77 NOW LOTS 74-77

SEE ADDITIONAL SHEET 156 SEE ADDITIONAL SHEET 156 PROPOSED ROAD PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE PROPOSED PUBLIC OPEN SPACE

THIS SHEET SHOWS AN INITIAL SCHEDULE
OF WHIT ENTITLEMENTS FOR THE
COMMUNITY SCHEME WHICH IS LIABLE TO BE
ALTERED AS THE SCHEME IS DEVELOPED OR
ON COMPLETION OF THE SCHEME IN
ACCORDANCE WITH THE PROVISIONS OF
SECTION 30 OF THE COMMUNITY LAND
DEVELOPMENT ACT, 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 33T AS THE CIRCUMSTANCES REQUIRE.

ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY DP 1079037

SP 75963 SP 75963

SEE ADDITTIONAL SHEETS INB-151

PROPOSED PUBLIC OPEN SPACE

SEE ADDITIONAL SHEETS 152-155 SEE ADDITIONAL SHEETS 133-134

NOW LOTS 67-70 NOW LOTS 54-56

DATE: SIGNATURE: BEING THE DATE OF THE VALUERS CERTIFICATE LODGED WITH THE ORIGINAL SCHEDULE VALUES OF SUCH LOTS AT

(X) DATE ADDED VIDE 2008/1201 26.6.2008

C165-047c.dwg

Reduction Ratio 1: URVEYOR'S REFERENCE:

REBECCA GOODWIN

ROBERT & KANWLA

Signature of witness.

Signature of Attorney.

DUNALD CUTLER

Name of witness.

Name of Attorney.

ARWING: CREASING OR FOLDING WILL LEAD TO REJECTION

N FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

DP270215

by its Attorneys under a Power of Attorney dated 12 August of the revocation of that Power of Attorney in the presence of by its Attorneys under a Power of Attorney dated 2 November 1999 registed Book 4254 No. 248 who declare that they have not received any notice Executed by Limosa Pty Limited

of the revocation of that Power of AttorneyIn the

who declare that they have not received any notice

1999 registed Book 4253

No. 741

Executed by Jacksons Landing Development Pty Limited

presence of

Signature of witness

Signature of Attorney.

PONALD CUTTER

X Constant

REBECCA GOODWIN

ROBERT & KARNILA

Algood 1

Signature of witness.

REBECCA GOODWIN

ROMERT S KAMULA 大下

Signature of Attorney.

RONALD CUTLER

presence of

of the revocation of that Power of Attorney in the who declare that they have not received any notice

MONA HE

Signature of Attorney

Signature of witness.

Contract of

Name of witness.

Name of Attorney MOTON 6

by its Attorneys under a Power of Attorney dated 21 October Executed by Reco Star Pte Limited

presence of

of the revocation of that Power of Attorney ip The

who declare that they have not received any notice

1999 registed Book 4253

N O

of the revocation of that Power of Attorney in the

who declare that they have not received any notice

presence of

by its Attorneys under a Power of Attorney dated 25 October 1999 registed Book 4253 No. 739

Executed by Wirabay Limited

Name of witness

Name of Attorney.

Name of witness.

Name of Attorney.

Signature of witness.

Signature of Attorney. PONALD CHTLER

DATE OF & KAKAULA

Name of witness

REBECCA GOODWIN

Name of Attorney

. .

This is sheet 34 of my plan of 34 sheets covered by subdivision certificate No.

by its Attomeys under a Power of Attomey dated 7 October Executed by CBA Corporate Services (NSW) Pty Limited

1999 registed Book 4252

This is sheet 34 of my plan in 34 sheets dated 25th FEBRUARY 2000

SURVEYOR'S REFERENCE: 7044-180.dwg

Reduction Ratio 1: -

Power of Attorney in the presence of any notice of the revocation of that by its Attorneys under a Power of Attorney dated 2 November 1999

egistered Book 4254 No 248

ho declare that they have not received

Executed by Limosa Pty Limited

Signature of witness

PONALD CHILER

Name of Attorney

Signature of Attorney

Signature of Attorney

ROBERT S KMWLA

Name of witness

PLAN FORM 3

SIGNATURES AND SEALS ONLY

Registered: WW 20.6.2001 COMMUNITY PLAN D. P. 270215 ADDITIONAL SHEET 44

This is sheet 7 of my plan in 7 sheets dated 2-5-2001

Surveyor registered under Surveyors Act 1929 R.W. Barker.

This is sheet 7 of the plan of 7 sheets covered by subdivision certificate No. 33.02->/ 4.6.2001

Rober 72/26

For use where space is insufficient in any panel on Plan Form 2.

Signature of Attorney

Name of Attorney DONALD LUTLER

Strange / Jones

Name of witness

Signature of witness

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

Executed by Wirabay Limited

Power of Attorney in the presence of

from lower

Name of witness

Name of Attorney

PONALD CHILER

Signature of Attorney

Name of Attorney

Signature of witness

Signature of Attorney

Executed by Jacksons Landing
Development Pty Limited by its Attorneys

1999 registered Book 4253 No 741

Power of Attorney in the presence of who declare that they have not received any notice of the revocation of that under a Power of Attorney dated 12 August

Signature of Attorney

Name of Attorney

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

Shores some Signature of witness

Name of witness

Name of Attorney Signature of Attorney BONALD CHTLER

Signature of Attorney ROBERT & KAMULA.
Name of Attorney

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

Sunome Finfeld Signature of witness

Signature of Attorney

(No. 17), J. JOHNSTON.

Name of Attorney

Plan Drawing only to appear in this space —

SURVEYOR'S REFERENCE: 990202-SUB

(17) A700000A (55) S700000B (17) LAND EXCLIDES MINERALS VIDE D 34544 (US) RESERVATIONS AND CONDITIONS (B) LAND EXCLUDES MINERALS

VIDE GROWN GRANTS

(MS) BENEFITED BY RIGHT OF ACCESS 4,

WIDE AND VARIABLE AND EASEMENT

SUPPORT 0.8 WIDE VIDE DP 1008189 When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital formal approved by the Registrar-General. (V5) RESERVATIONS AND CONDITIONS VIDE CROWN GRANT certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the (25) (Y5) LAND EXCLUDES MINERALS- SEC II4 Consent Authority: LITY OF SYUNEY

Date of Endorsement: 3 SEPTEMBER 2002 CI-SETONEY SIGNATURES, AND SEALS ONLY JRVEYOR'S REFERENCE: A234-001F.DWG WITHER Paper No. Land District PLAN APPROVED of the SYDICEY WATER CONSCINATION U 2002 / 00020 PUBLIC WORKS ACT 1888 VIDE V 893149
LAND EXCLUDES MINERALS - SEC 141
PUBLIC WORK ACT 1912 VIDE V 570388 ATSHE 0 3A2AA RESERVATIONS AND EXCEPTIONS Crown Lands Office Approval Subdivision Certificate FRANCIS Casserck COLBHSO FOR (DOC1)

(DOC1) SSM 122447 FD (NOT EST'D) (EST'D) 2843 FD 6 Jours tons PLACED OF ISM (SA) 133815 S Ť 3 OR 63751 3 المرينا (مري) PM 77463 PM 53774 PM 14843 SSM 32843 COMBINED SEA LEVEL SCALE FACTOR = 0.99994 MARK SURVEYORS (PRACTICE) REGULATIONS 2001: CLAUSE 38 ISG CO-ORDINATES ADOPTED FROM LIC ON 15th DECEMBER 27th DECEMBER 2002 3 6 PT 30 7 30 = 2.945 99018 80 S, 617.802 801.998 723.445 251.892 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION 1 251 276.770 1 251 091.483 1 250 852.825 1 250 919.032 NORTHING -23 <u>-- 277°59'31" - 476,178 - SURVEY</u> 277°59'32" - 476,207 ISG GRO' 22 OP SSM 122446 PLACED Ç. DETAIL PLAN , 1008H25 BOWMAN SSM 122465 FD (NOT EST'D) RL 25.985 (IN 18 SHEETS) 1992 6 349 FT 10 10 FE FOR 2222 ZONE - SSM 108684 F (NOT EST'D) RL 18.64 **P**2 <u> T</u> 32(2) DP 1011425 (¥) **3**6.55) 133415 STREET 273.09.20"-145.822 GROUND G 1999 THUOH -<u>|-</u>-8119 33815 3UN344 DP (E) 鬈 SZNOT 먹 IZZUIS HARVEY EAST . PM 77463 FD (EST'D) 30 ZIARAH (M) 13 DP 547103 SSM 91586 FD (NOT EST'D) -IMITED IN SSM 99I26 FD (NOT EST'D) . dasa like ka ot SE'HZÍ 19873720" - 251.26 SURVEY 10 PM 53774 (ESTD) 4. (EST'D) SSM 99128 FD (NOT EST'D) THIS IS SHEET 45 OF DP 270215 AND REPLACES SHEETS 12,13,15,16,27 AS REGARDS LOTS 2,5,19,21 AND IS AN LOTS 28,29,30,31 AND 32 INCLUSIVE ARE DEVELOPMENT LOTS ADDITIONAL SHEET 2 WIDE (D7)
5. EASEMENT FOR SEWERAGE PURPOSES 4. EASEMENT FOR DRAINAGE OF WATER EASEMENT FOR LIGHTING PURPOSES0.2 WIDE (C7) IH WIDE, 2 WIDE AND VARIABLE (AT. 2. EASEMENT FOR DRAINAGE OF WATER I. EASEMENT FOR DRAINAGE OF WATER IN WIDE, 2 WIDE AND VARIABLE (A7) ANEL FOR USE ONLY for statements of intention to dedice xubilic roads, to create public reserves, drainage reserves, sasements, restrictions on use of land or positive covenants IT IS INTENDED TO CREATE; PURSUANT TO SECTION 88 B OF THE CONVEYANCING ACT 1919. 무무무무 Ref. Map: Purpose: e Survey relates to LOTS 28,29,30,31 AND 32 Registered: Parish: COMMUNITY PLAN OF SUBDIVISION
DP 270215 (ADDITTONAL CU PLAN OF SUBDIVISION OF LOTS 2,5,19&21 IN DP 270215 5 WIDE AND VARIABLE (B7) MR. PETER. WILLIAM. VANDERGRAAF
WHELANS. DX. 288. SYDNEY
Inveyor registered under the Surveyors Act 15 1008189 1008425 1010015 WIDE (E7) This is sheet 1 of my plan in 20 SEE ST ANDREW **PYRMONT** (DP 1010016) 6008-01-11 f CUMBERLAND SYDNEY and actually surveyed or specify any land that is not the subject of the survey) nd was completed on MAY 2002 SYDNEY SHT. IDI SUBDIVISION DP 270215 CONTINUED SHEET 2 .... TORRENS CERTIFICATE DP 1010428 DP 1011425 DP 811577 DP 270215 (ADDITIONAL SHEET 45) Reduction Ratio 1: eyors Act 1929, hereb; this plan is accurate, 1500

A 6 NADE (DOC!)

A 6 NADE (DOC!)

A 6 NATION COMMATTER 2005. 2.23

A 7 NATION COMMATTER 2005. 2.23 (A) BENEFITED BY DP270215 EASEMENT FOR SECURITY CONDUITS OVER EXISTING LINE OF CONDUITS (OCC)

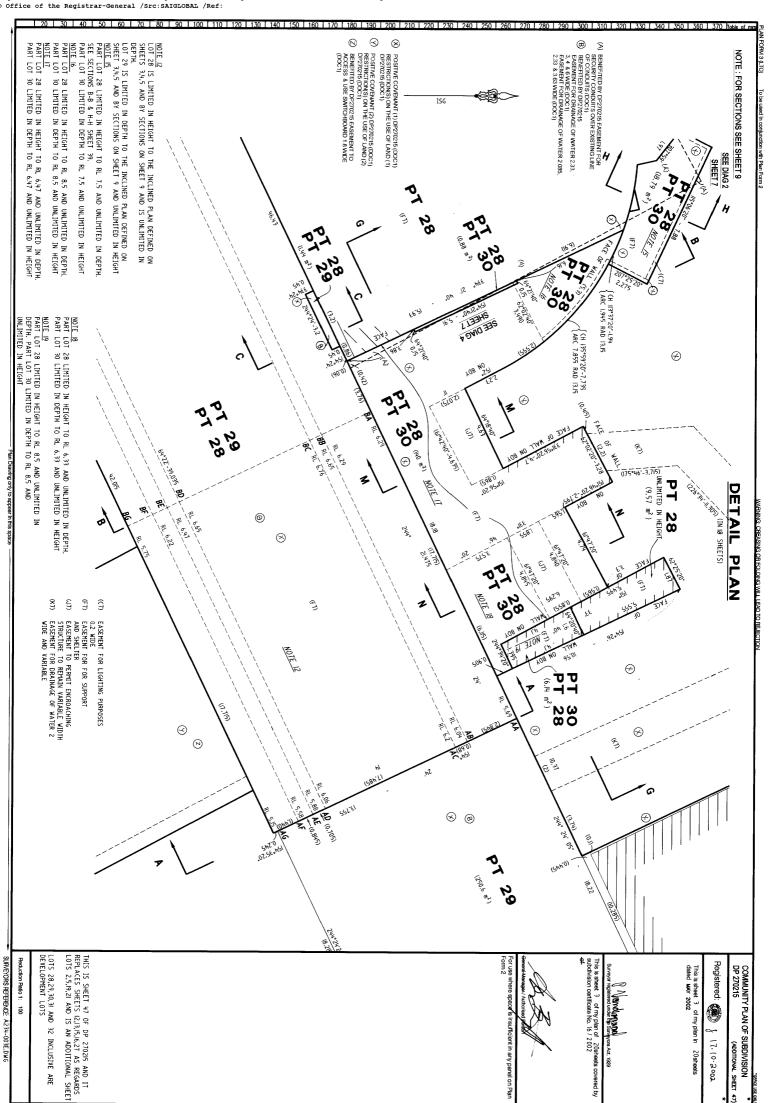
(B) BENEFITED BY DP270215

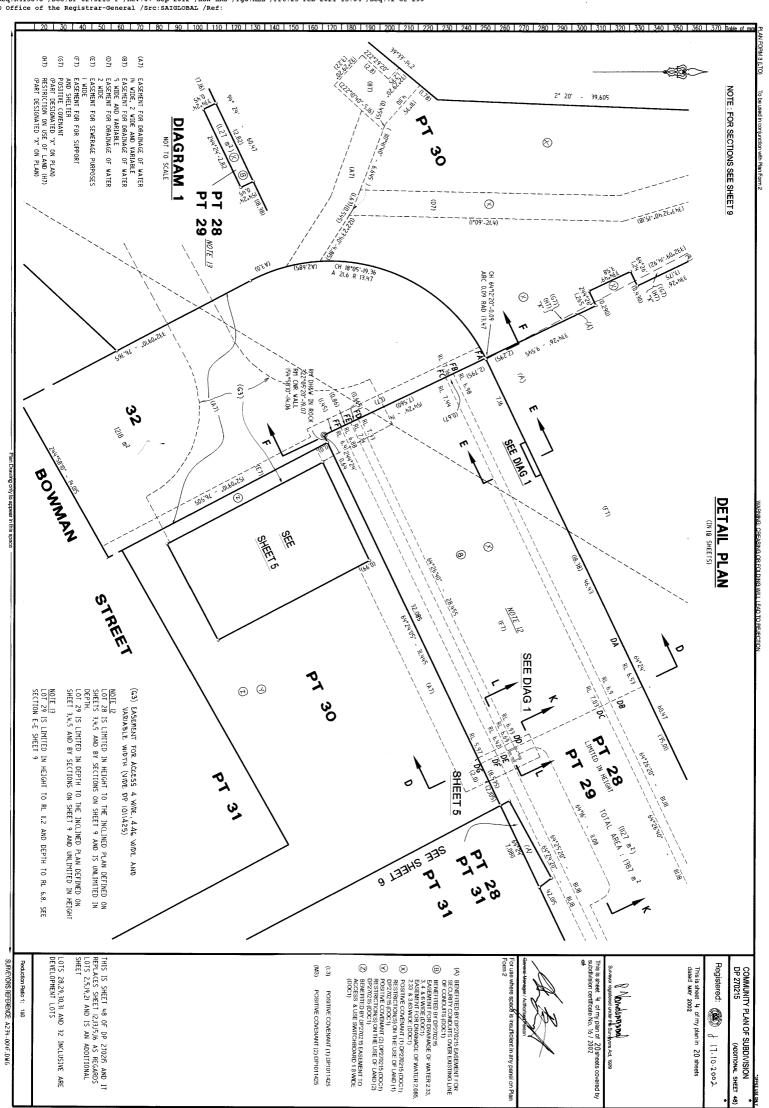
EASEMENT FOR DEAINAGE OF WATER 2.33, 3, 4 CH 64°12'20"-0.09 ---ARC 0.09 RAD 13.47 CH 18°16'40"-19.42 / ARC 21.69 RAD 13.47 NOTE: FOR SECTIONS SEE SHEET 9 DIAGRAM NOT TO SCALE DIAGRAM 1  $\Theta$ NOT TO SCALE ( ) V @ 2° 20' -SHEET 4 **PT 28** NOTE 13 "OHNS TONS (2°20′-7.505) (I°09' (D7) 67 64 64 647) (F1.05; 20,215) 0101 DIAGRAM DIAG 3 SHEET 7 . (H2) (H2) FE SHO THE STATE OF S Ø ~ BAL UNLIMITED IN HEIGHT
(2558 m²)
TOTAL AREA: 3870 m² (F3) 28 (7) É Đ SHEET 7 DIAG 5 30 S  $\Theta$ 64.26.40° 81.18 SEE DIAG 2 SHEET 5 ISG DETAIL PLAN PART AREA TOTAL TOTAL AREA ZOATS ME TOTAL WORKER ZOATS ME 30 (2) 毙 SHEET SHEET 3  $\mathfrak{G}$ NOTE 14 LOT 29 IS LIMITED IN HEIGHT TO RL 17.0 AND DEPTH TO RL 6.33. SEE SECTION C-C SHEET 9 DEPTH. LOT 29 IS LIMITED IN DEPTH TO THE INCLINED PLAN DEFINED ON SHEET 3,4,5 AND BY SECTIONS ON SHEET 9 AND UNLIMITED IN HEIGHT NOTE 12 SHEETS 3,4,5 AND BY SECTIONS ON SHEET 9 AND IS UNLIMITED DEPART LOT 29 IS LIMITED IN HEIGHT TO RL 11.2 AND DEPTH TO RL 6.8. SEE SECTION E-E SHEET 9 ⊗ 3 (H7) ସ (F7) (F7) (D7) 3 (7) (K7) (J7) (87) (PART DESIGNATED 'X' ON PLAN)
PRESTRICTION ON USE OF LAND (H7)
(PART DESIGNATED 'X' ON PLAN)
EASEMENT TO REMIT ENCROACHING
STRUCTURE TO REMAIN VARIABLE MIDTH
EASEMENT FOR DRAINAGE OF WATER 2 MIDE
AND VARIABLE EASEMENT FOR DRAINAGE OF WATER
14 WIDE, 2 WIDE AND VARIABLE
EASEMENT FOR DRAINAGE OF WATER
5 WIDE AND VARIABLE POSITIVE COVENANT (1) DP 1011425 EASEMENT FOR FOR SUPPORT EASEMENT FOR SEWERAGE PURPOSES EASEMENT FOR DRAINAGE OF WATER EASEMENT FOR LIGHTING PURPOSES AND SHELTER 0.245 (250.6 m2) 7. 2. ®£ COVENANT 107 ·07 물일 A EASEMENT FOR FOR SUPPORT
AND SHELTER (FT)
7. POSITIVE COMENANT (GT)
7. PART DESIGNATED 'X' ON PLAN)
8. RESTRICTION ON USE OF LAND (HT)
7. PART DESIGNATED 'X' ON PLAN) 3. EASEMENT FOR SEMER VENTSHAFT
6.505 WIDE AND VARIABLE (E3) (REATED
IN DP 10114-75
4. EASEMENT FOR WATER SUPPLY WORKS
2.5 WIDE (13) CREATED IN DP 1011425 LOTS 28,29,30,31 AND 32 INCLUSIVE ARE DEVELOPMENT LOTS THIS IS SHEET 46 OF DP 270215 AND IT REPLACES SHEETS 12,13,15,16,27 AS REGARDS LOTS 2,5,19,21 AND IS AN ADDITIONAL SHEET I. EASEMENT FOR ACCESS, ELECTRICITY
PURPOSES & SERVICES IN WIDE AND
VARIABLE (A3) CREATED IN DP 1011425
2. EASEMENT FOR SEWERAGE PURPOSES VARIABLE WIDTH (JT)

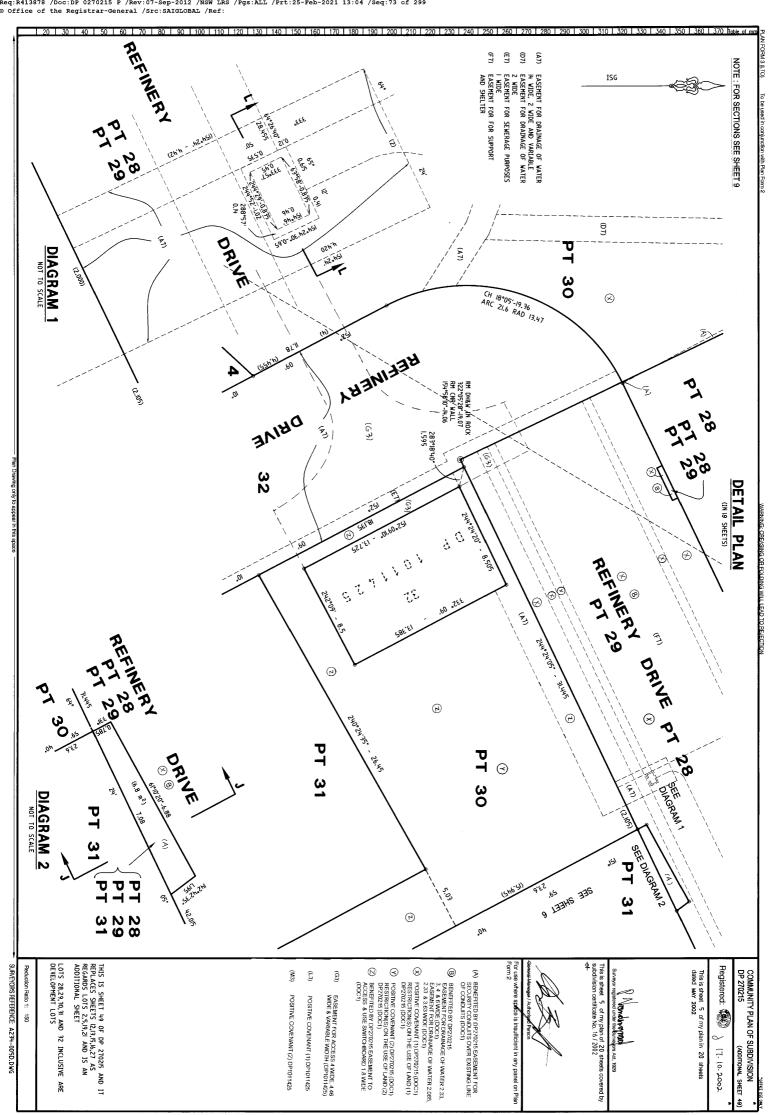
10. EASEMENT FOR DRAINAGE OF WATER 2
WIDE AND VARIABLE (KT) 9. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN uns is sneet 2 of my plan of 20 sheets covered by subdivision certificate No. 16 / 2002 IT IS INTENDED TO RELEASE; SURVEYOR'S REFERENCE: A234-002G.DWG Reduction Ratio 1: 300 Registered: DP 1011425 3 WIDE AND VARIABLE (D3) CREATED This is sheet 2 of my plan in 20 sheets dated way 2002 COMMUNITY PLAN OF SUBDIVISION
DP 270215 (ADDITIONAL SH ....FROM SHEET I J 17.10.2002 (ADDITIONAL SHEET 46)

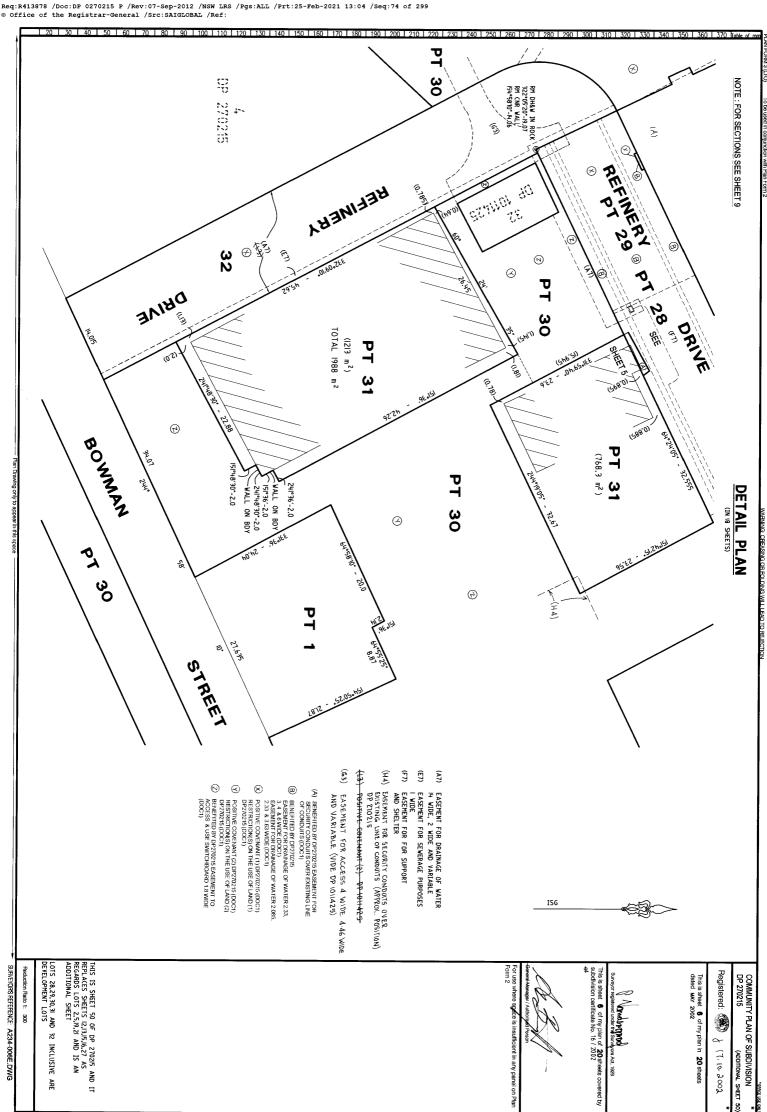
(H7)

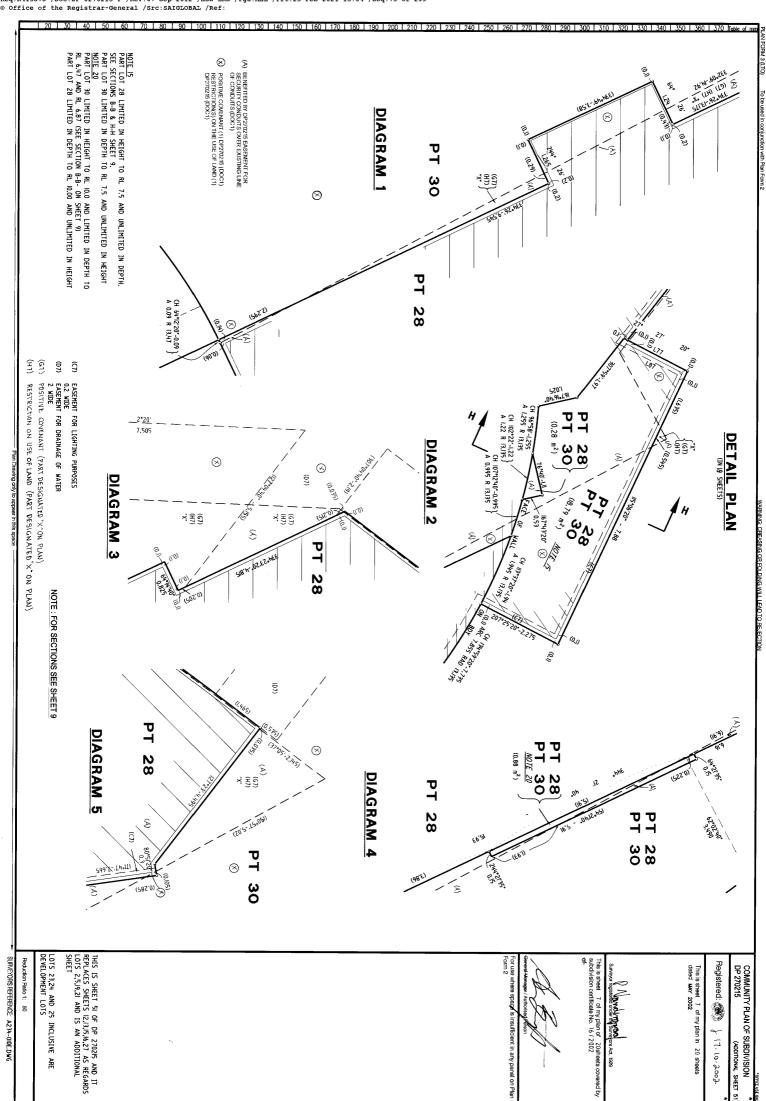
Z

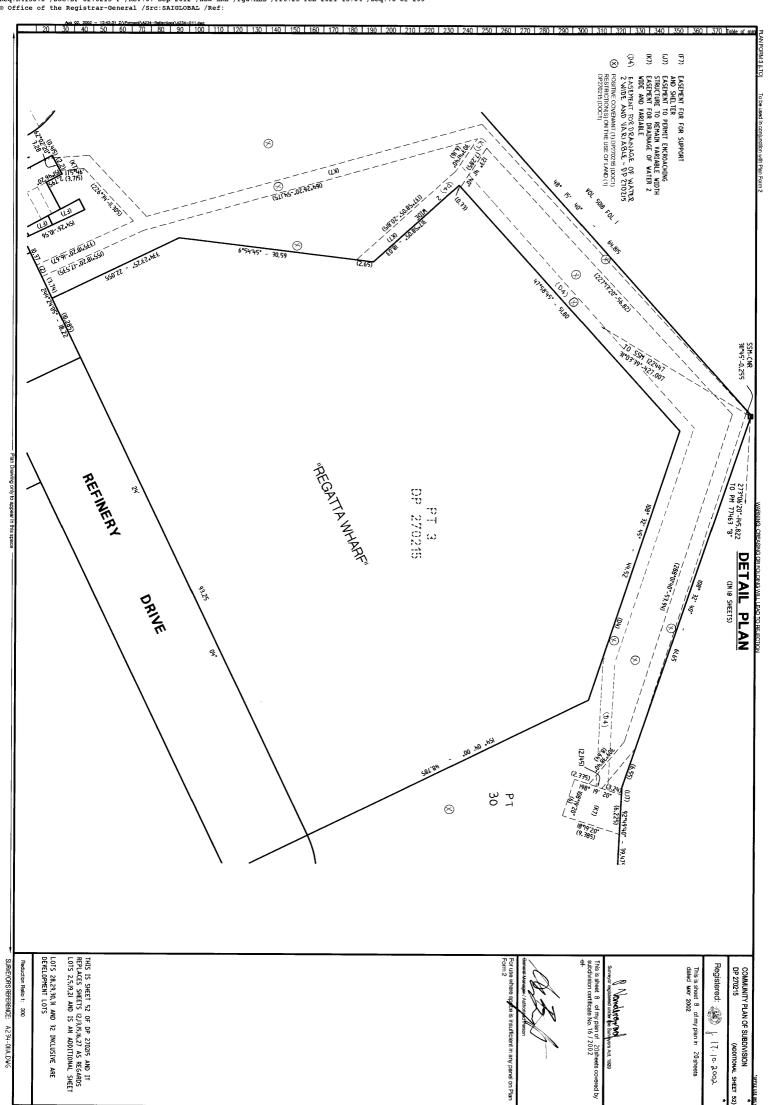






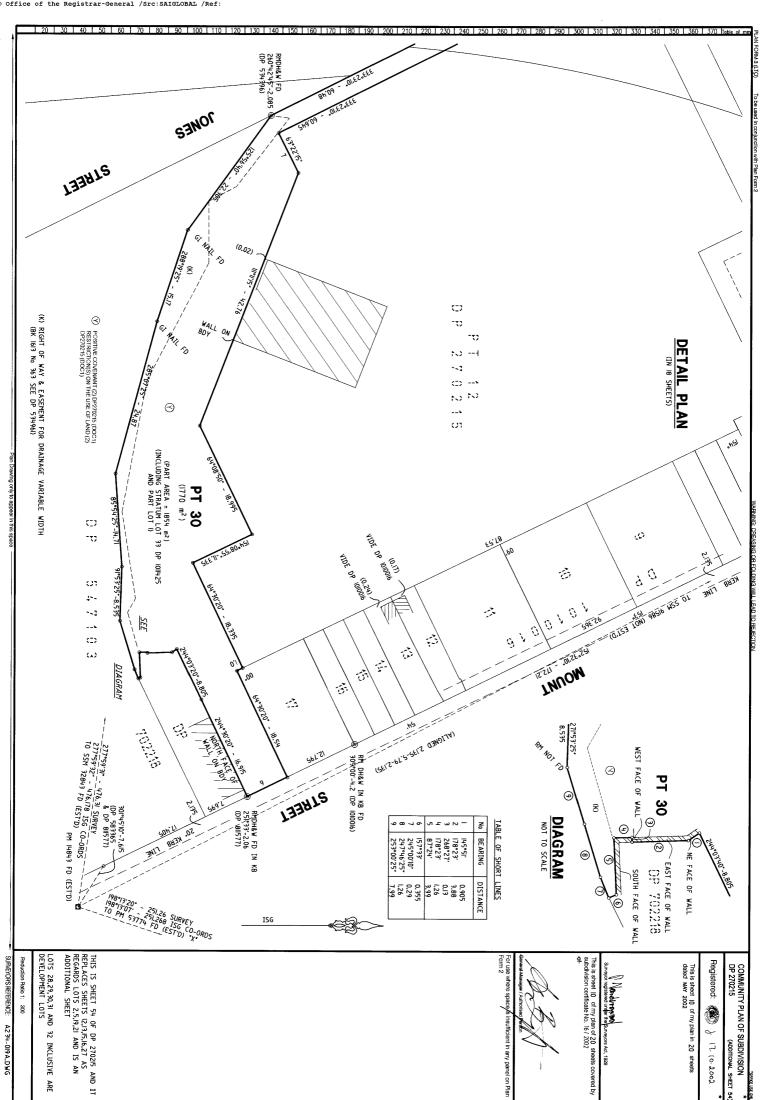


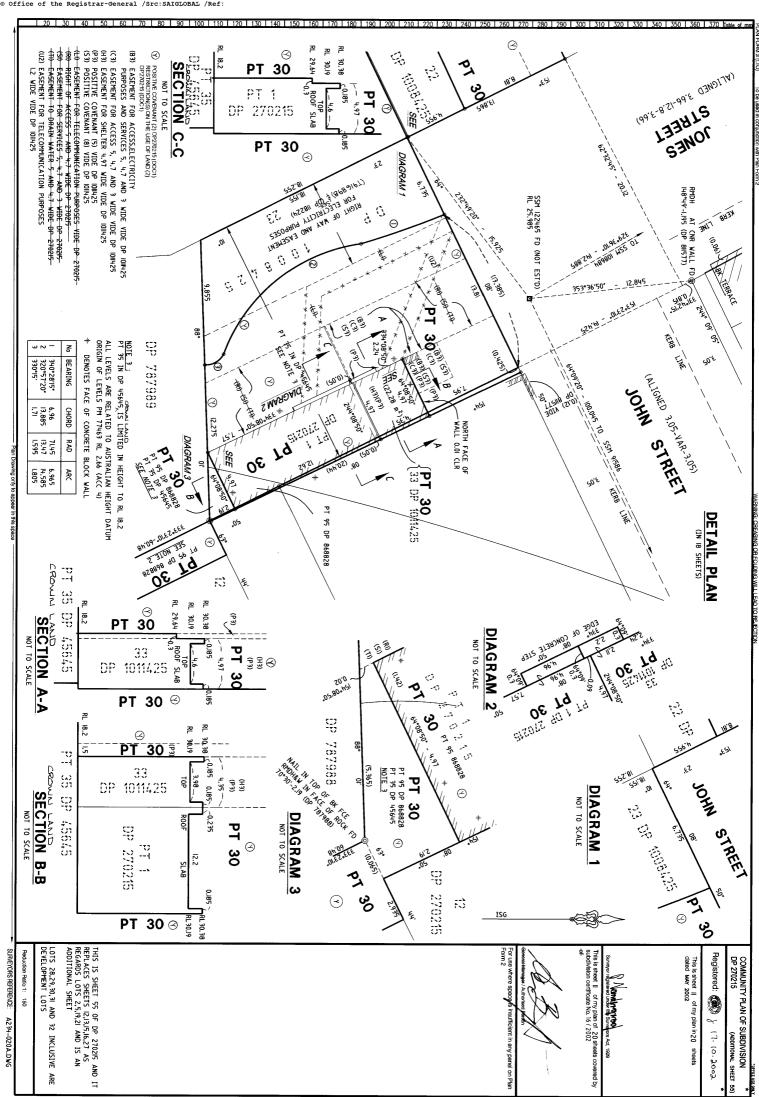


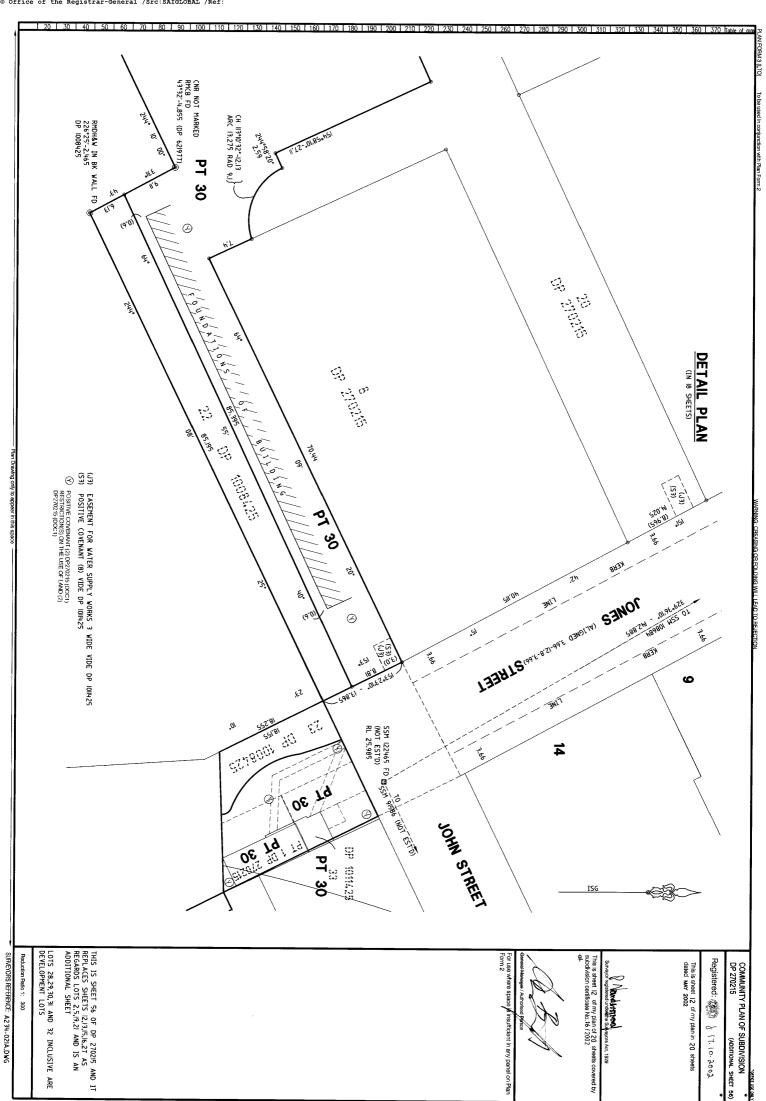


PT 29 PT 31 SECTION C-C PT 6 (F7) # DENOTES TOP OF WATERPROOF MEMBRANE SLAB RL 5.75 PT 28 RL 6.33 PT 28 (F7) SECTION A-A PT 30 PT 28 P RL 6.42 RL 6.69 DF 29 29 (F7) SECTION B-B PT 29 PT 28 (F7) SECTION E-E BC BB RL 6.65 (F7) PT 28 SECTION D-D PT 28 RL 11.2 BA RL 6.29 RL 6.80 RL 6.47 PT 28 PT 30 29 3 (F7) (F7) PT 30 (A7) EASEMENT FOR DRAINAGE OF WATER
IN WIDE, 2 WIDE AND VARIABLE
((7) EASEMENT FOR LIGHTING PURPOSES
0.2 WIDE SECTION L-L EASEMENT FOR FOR SUPPORT
AND SHELTER
EASEMENT TO PERMIT ENCROACHING
STRUCTURE TO REMAIN VARIABLE WIDTH DETAIL PLAN PT 30 FG \* PT 28 PT 29 RL 6.17 RL\_7.H RL 5.7 SECTION G-G PT 28 (F7) PT 30 SECTION F-F PT 29 SECTION M-M PT 28 (F7) PT 29 RL 6.67 PT 28 PT 30 PT 31 RL 5.46 SECTION K-K SECTION J-J RL 5.6 PT 29 PT 28 RL 6.98 SECTION N-N PT 29 (F7) PT 28 (F7) SECTION H-H PT 28 (F7) PT 28 PT 29 PT 30 (F7) RL 6.33 RL 6.55 RL 5.2 RL 10.0 PT 30 THIS IS SHEET 53 OF DP 270215 AND IT REPLACES SHEETS 12,13,15,16,27 AS REGARDS LOTS 2,5,19,21 AND IS AN ADDITIONAL SHEET LOTS 28,29,30,31 AND 32 INCLUSIVE ARE DEVELOPMENT LOTS Reduction Ratio 1: NOT TO SCALE Registered: 🔊 👌 🗥 🗠 😄 COMMUNITY PLAN OF SUBDIVISION \*
DP 270215 (ADDITIONAL SHEET 53) This is sheet 9 of my plan in 20 sheets dated NAY 2002

SURVEYOR'S REFERENCE: A234-007D,DWG







SCHEDULE OF REFERENCE MARKS DH&W IN FACE OF ROCK FD (DP 811577)

DH&W IN FACE OF ROCK FD (DP 811577)

DH&W IN FACE OF ROCK FD (DP 811577)

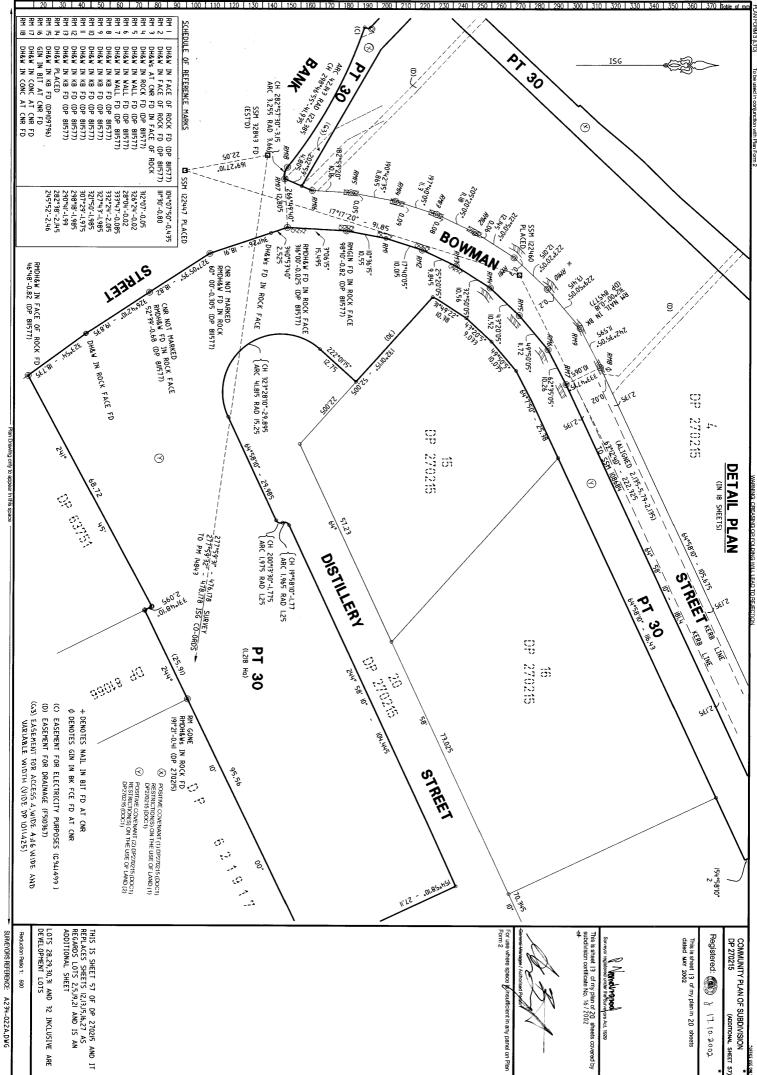
DH&W IN MALL FD (DP 811577)

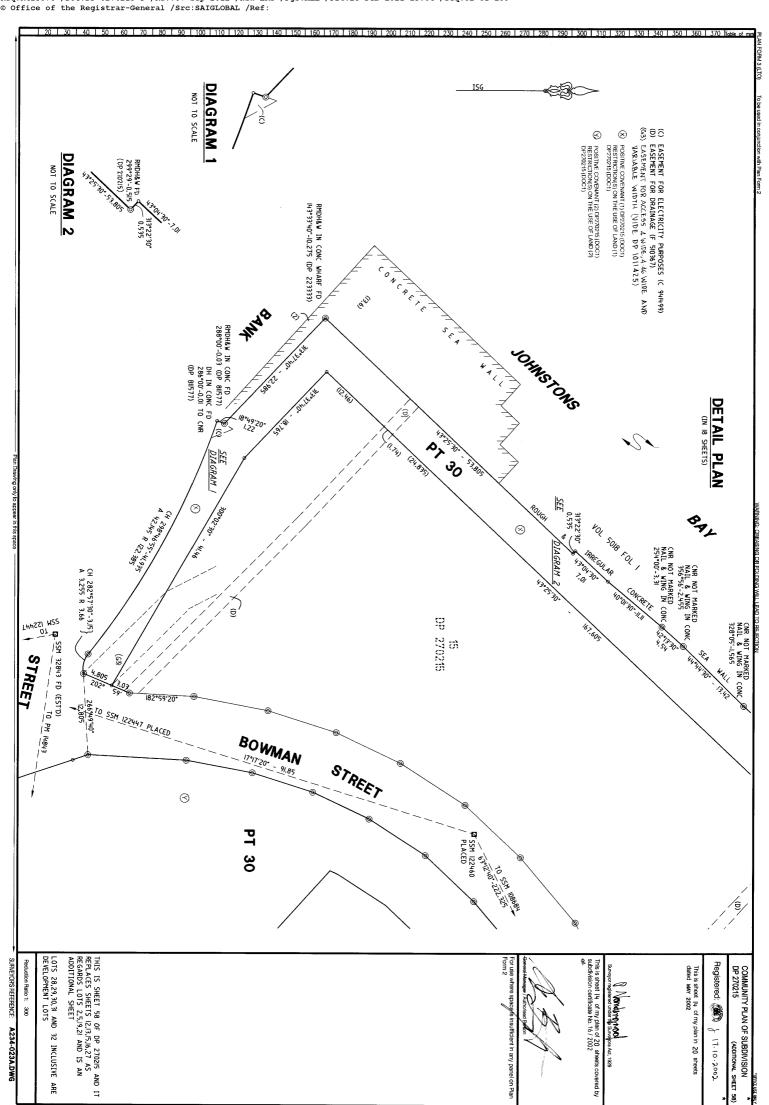
DH&W IN MB FD (DP 811577)

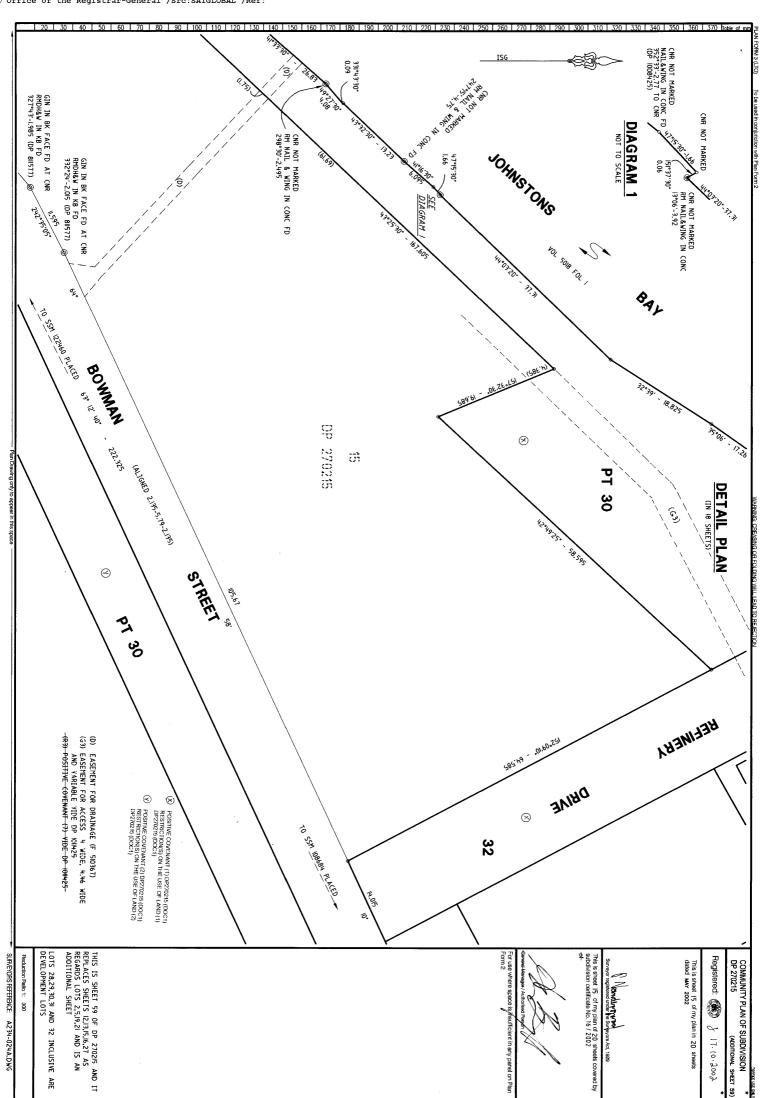
ZE DH&W IN MB FD (DP 811577)

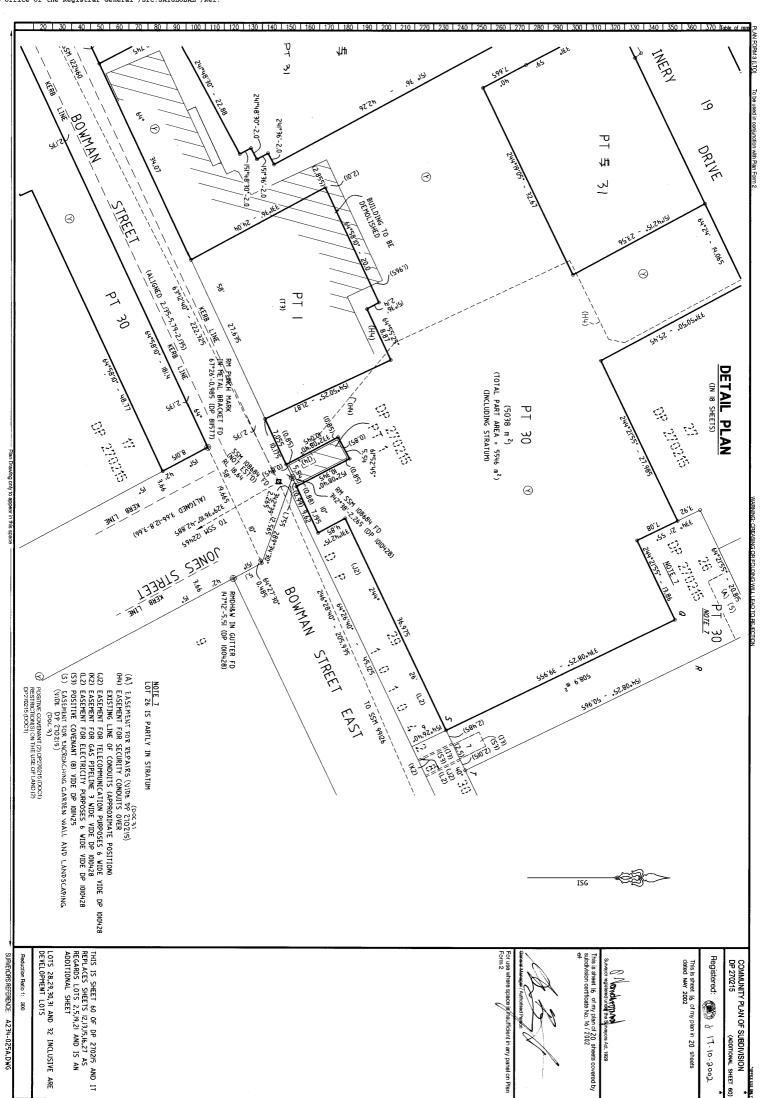
ZE DH&W IN MB FD (DP 811577)

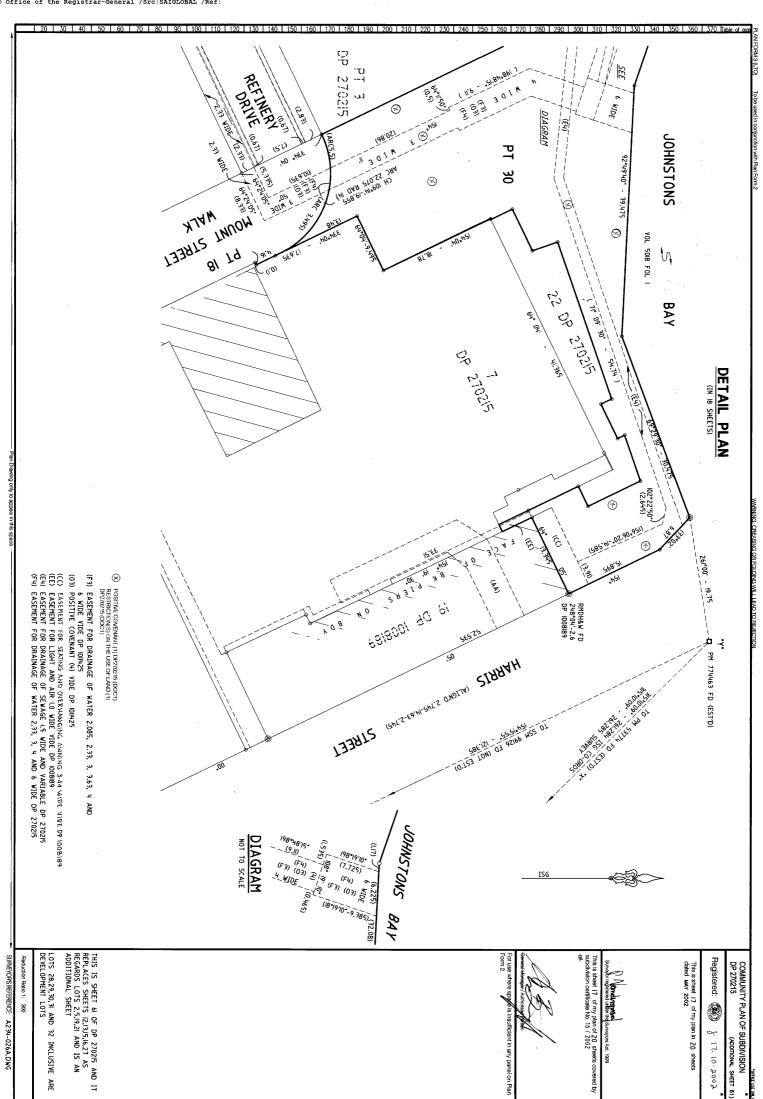
ZE DH&W IN MB FD (DP 811577)  $\otimes$ DH&W PLACED
DH&W IN KB FD (DP109796)
GIN IN BIT AT CNR FD
DH&W IN CONC AT CNR FD
DH&W IN CONC AT CNR FD CH 282°57'30"-3.15 ARC 3.255 RAD 3.66 SSM 32843 FD (EST'D) -<u>'01'15°</u>6<u>ð</u>1 .50.040.05. SSM 122447 PLACED RM17 12,805 266,49,40 312\*97'-0.05
32\*94'-0.02
28\*94'-0.02
33\*47'-0.085
32\*44'-2.015
32\*74'-1.985
327\*9'-1.985
327\*9'-1.985
327\*9'-1.975
290\*41'-1.99
282\*38'-2.145 104°07'50"-0,435 0.05 %/ BOWMAN SSM 122460 EDH&WS FD IN ROCK FACE RMGIN FD IN ROCK FACE 98°10'-0.82 (DP 811577) 7°06'15" RMDH&W FD IN ROCK FACE 316°00'-0.025 (DP 811577) 340.23,40, -10°36′15″ 10.55 LAANIS - 17°40′05\* 10.015 RMDH&W IN FACE OF ROCK FD 46°48'-0.82 (DP 811577) CNR NOT MARKED RMDH&W FD IN ROCK 60° 00'-0.305 (DP 811577) ONR NOT MARKED
S RHDHRW FD IN ROCK FACE
S RHDHRW FD IN ROCK FACE DHAN IN ROCK FACE FD . 49°50'05" II.72 { CH 323°28'10\*-29.895 { ARC 41.815 RAD 15.25 딿 270215 3 ਹੀ 3 0% 83.15.1 /53 21.53

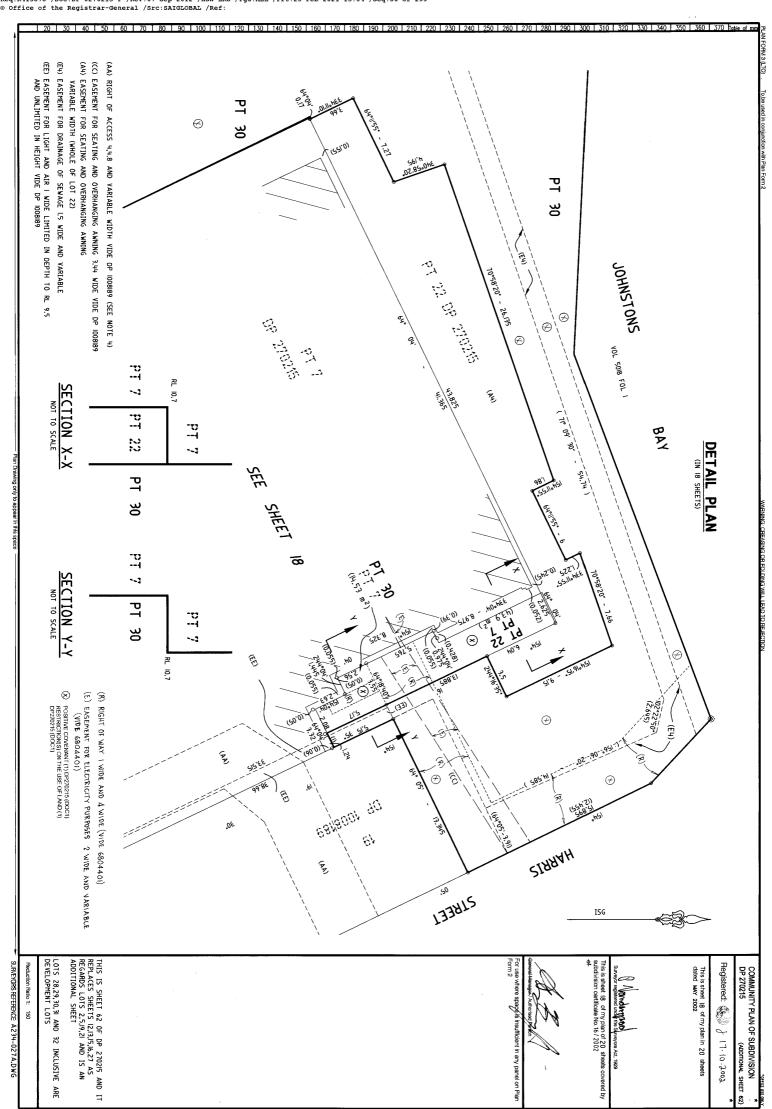












6 Tyml Street Gladwoll

Name of witness.

Name of Attorney.

Gres Smith

P P

Greg Smin

Re Catter David Richas

Name of witness.

Name of Attorney

Signature of witness.

Signature of Attorney

Signature of witness.

Signature of Attorney.

David Riches Cutter

Registered:

(7. 10. Jood (ADDITIONAL SHEET 63)

This is sheet 20 of my plan in 20 sheets dated way 2002

COMMUNITY PLAN OF SUBDIVISION
DP 270215 (ADDITIONAL SH

presence of of the revocation of that Power of Attorney in the **Executed** by Jacksons Landing Development Pty Limited by its Attorneys under a Power of Attorney dated 29 JAN who declare that they have not received any notice 2002 registed Book 4337 No.51-54K 120

Grand Short Gladwille Gree Swith Name of witness.

Signature of Attorney.

David Piches ğ Cutter

Signature of witness

Name of Attorney

by its Attorneys under a Power of Attorney dated S 2,002, registed Book 4357 No. 60

July

by its Attorneys under a Power of Attorney dated 10 July

Executed by Reco Star Pte Limited

Executed by Wirabay Limited

presence or

of the revocation of that Power of Attorney in the

presence of

of the revocation of that Power of Attorney in the 2οο2 registed Book 4357 No. 61 who declare that they have not received any notice

who declare that they have not received any notice

of the revocation of that Power of Attorney in the presence of who declare that they have not received any notice

2co2 registed Book 4357 No. 59

by its Attorneys under a Power of Attorney dated 5 July

Executed by Limosa Pty Limited

Signature of witness.

Grynell street Gladonille

Name of witness.

Name of Attorney

70 Cutter

Signature of Attorney

Signature of witness.

LEVEL 9, 3 SPRING ST, REBELAH SHOOBERT SYONEY, NSW, 2000

Name of witness.

presence of

Signature of Attorney

PETER BURNS M) NSW RECTIONAL MANAGE JEAN DA SILVA

by its Attorneys under a Power of Attorney dated q|s|az registed Book 4347 No. 232 of the revocation of that Power of Attorney in the who declare that they have not received any notice Executed by Tower Trust (NSW) Pty Limited

(T) NSW HOMINISTRATION Name of Attorney.

This is sheet 20 of my plan of 20 sheets covered by subdivision certificate No. 16/2002

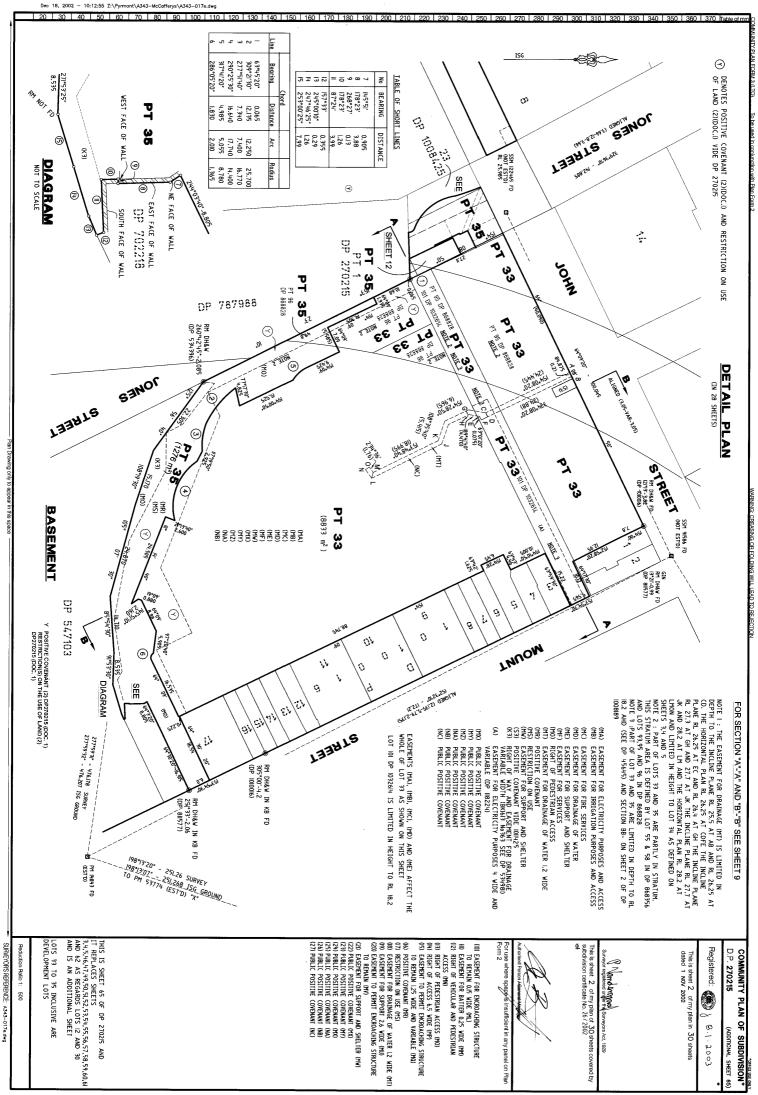
finsufficient in any panel on Plan

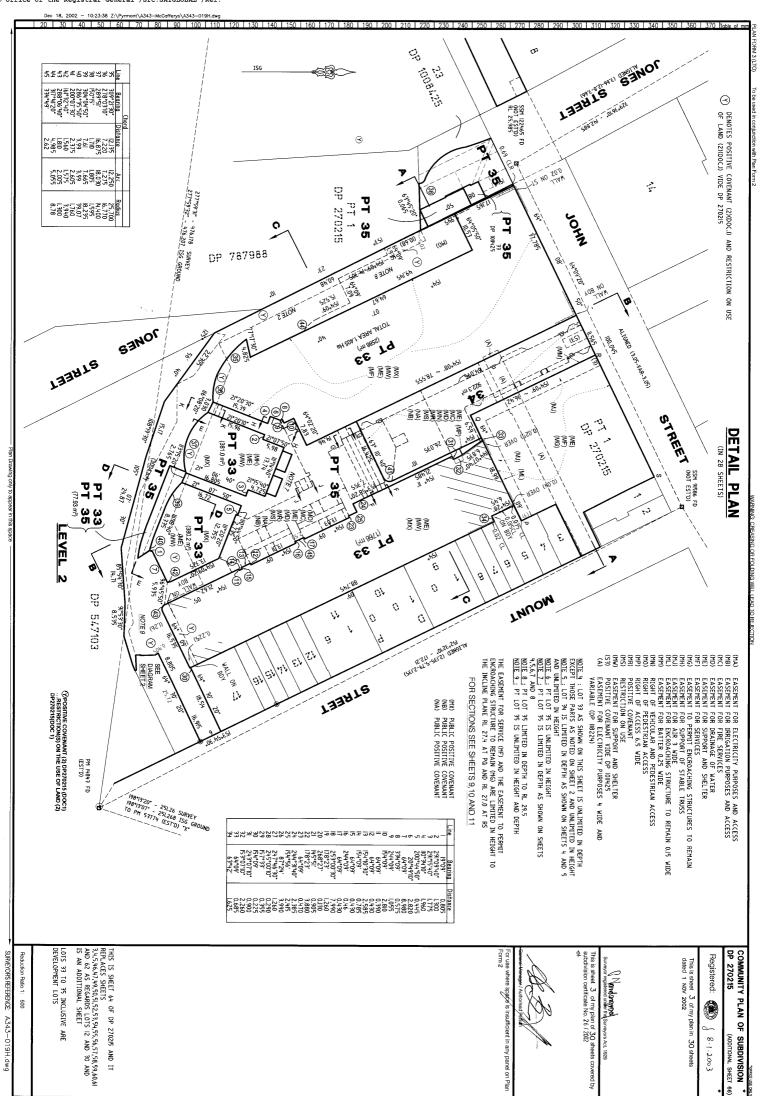
THIS IS SHEET 63 OF DP 270215 AND IT REPLACES SHEETS 12,13,15,16,27 AS REGARDS LOTS 2,5,19,21 AND IS AN ADDITIONAL SHEET

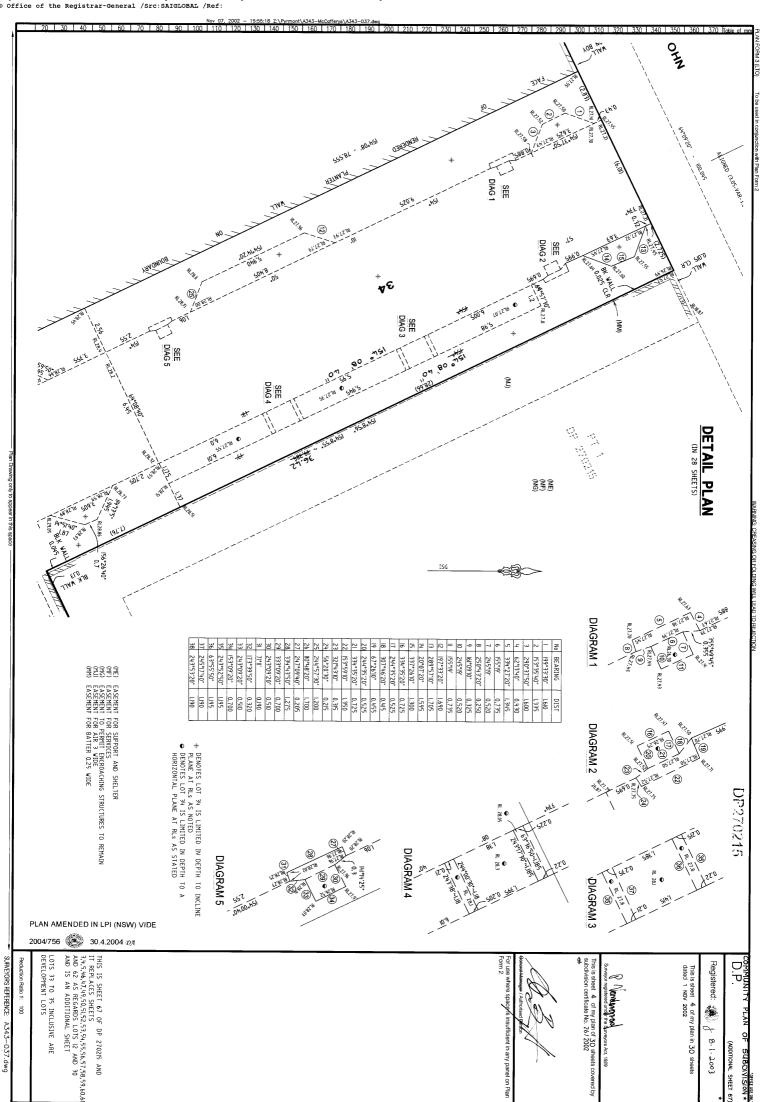
teduction Ratio 1:

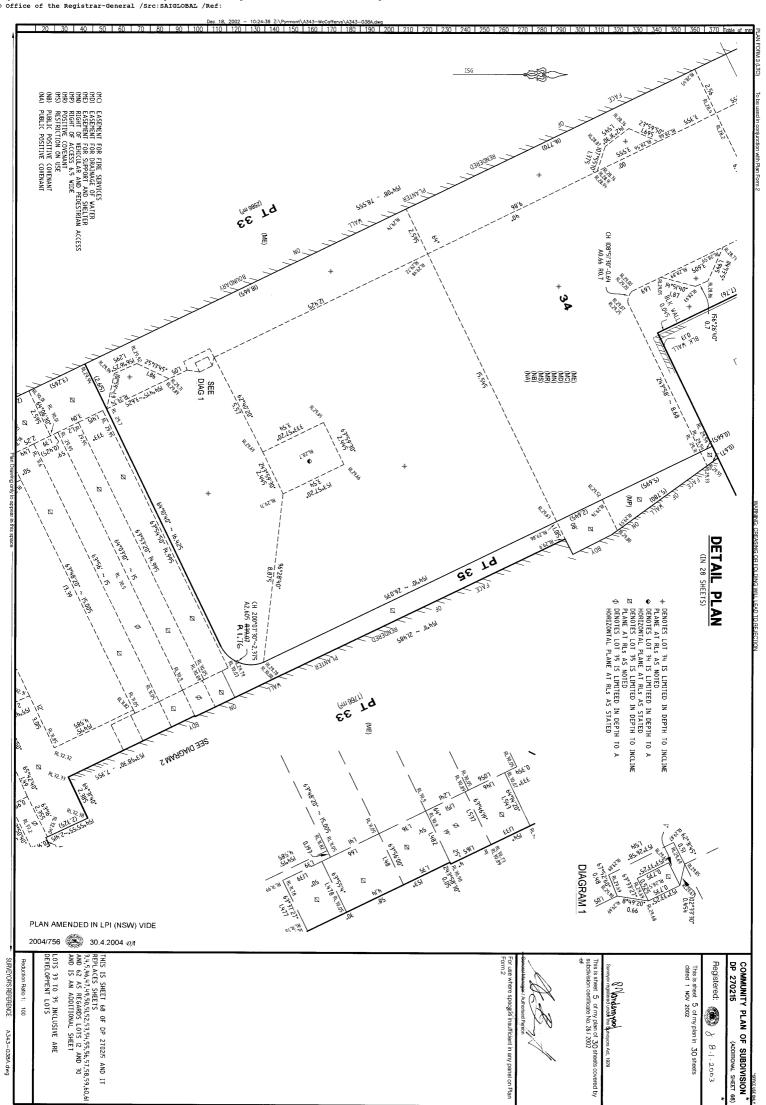
LOTS 28,29,30,31 AND 32 INCLUSIVE ARE DEVELOPMENT LOTS

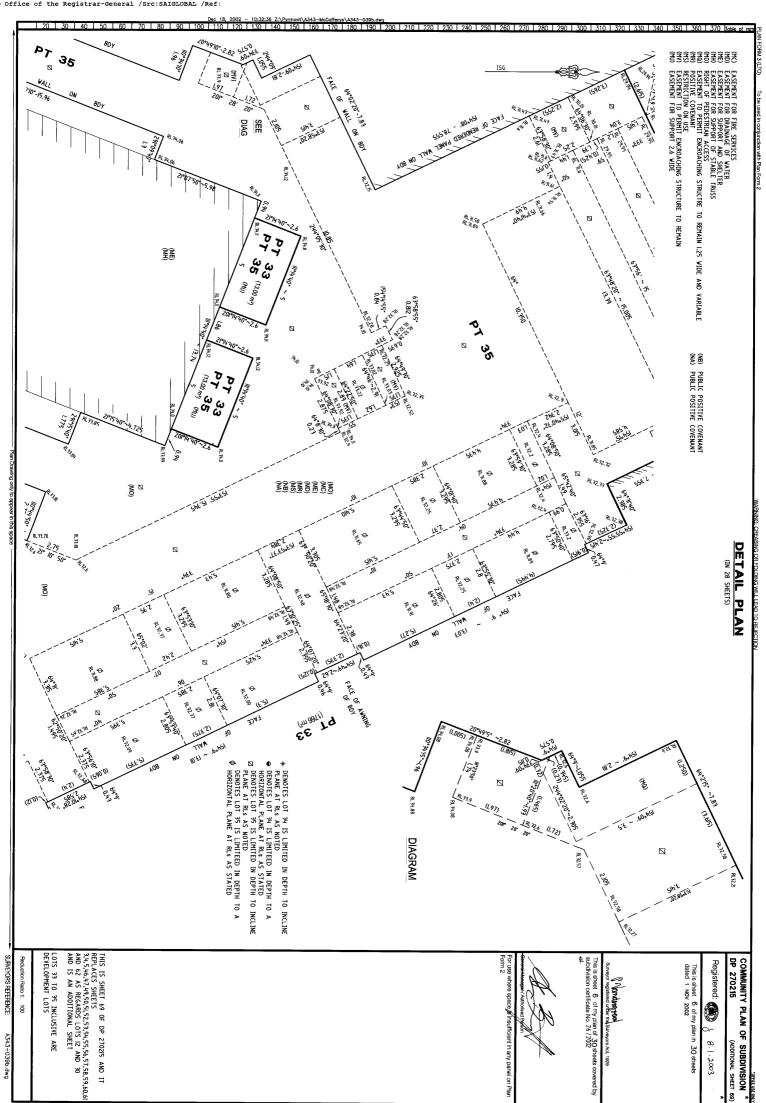
SURVEYORS REFERENCE: A234-009D.DWG

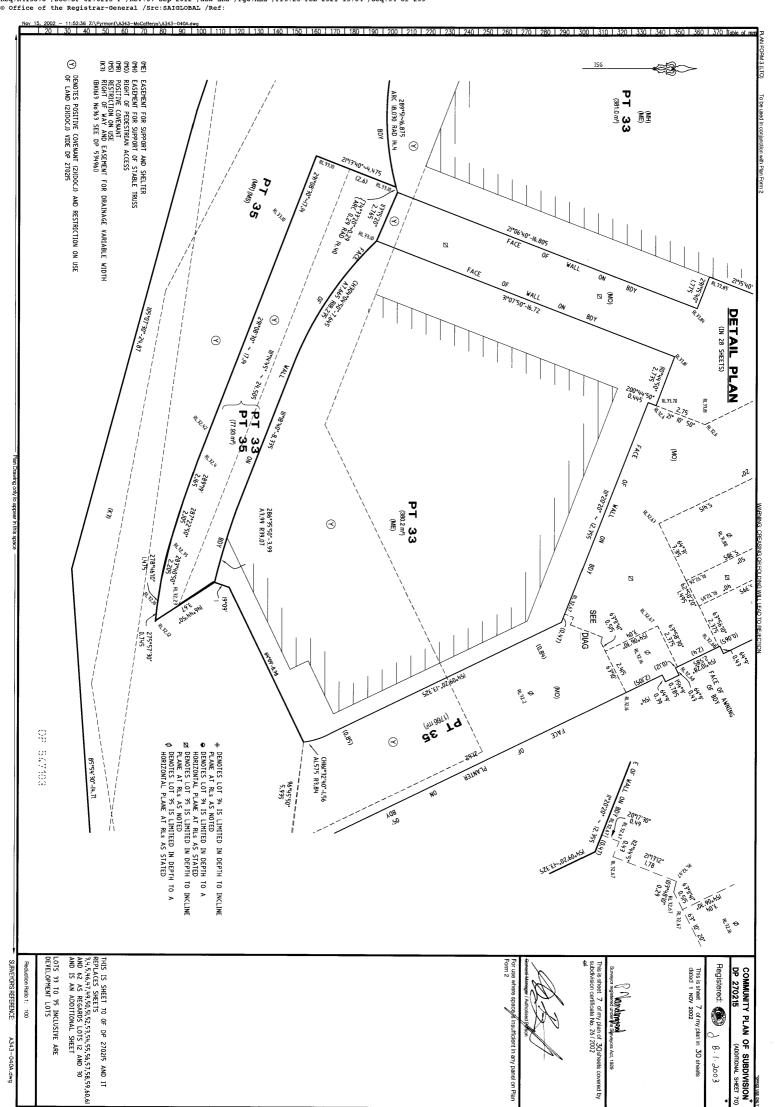


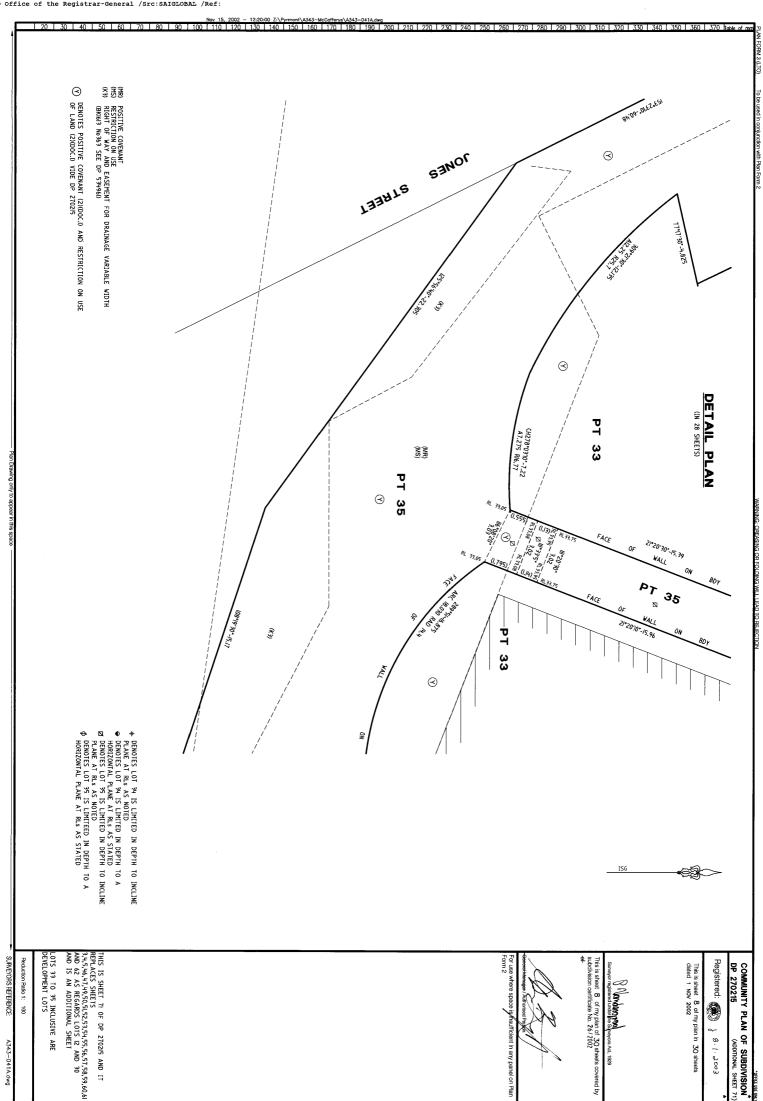


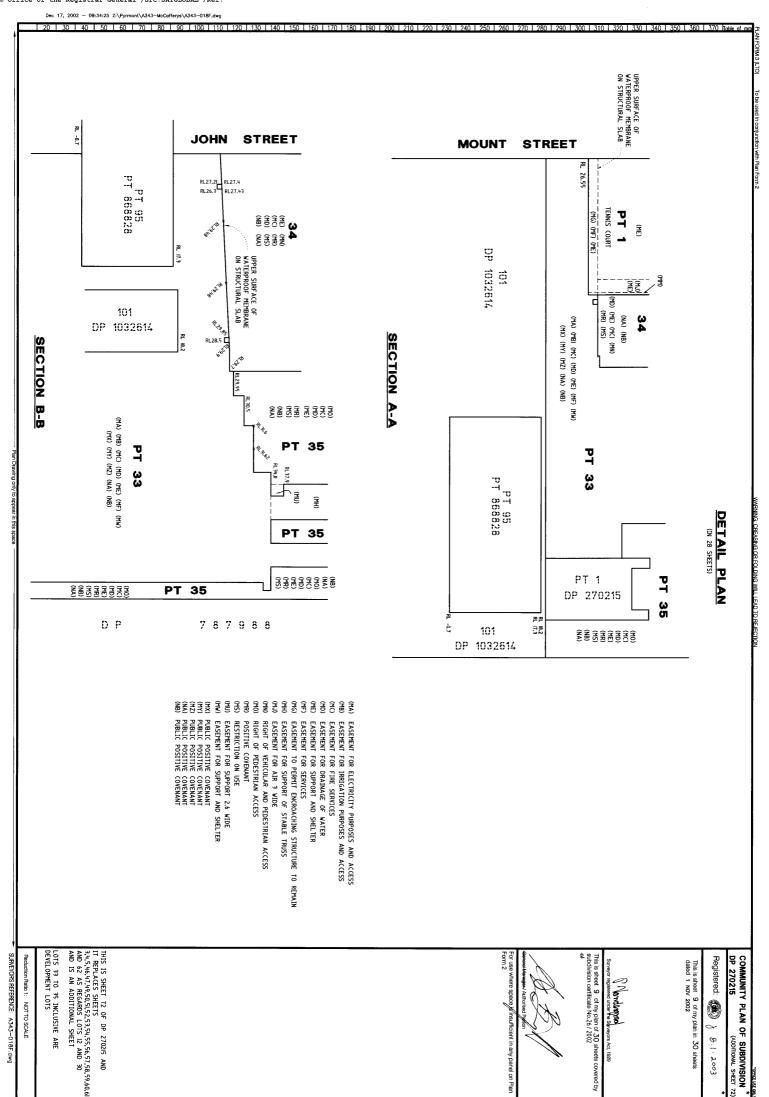


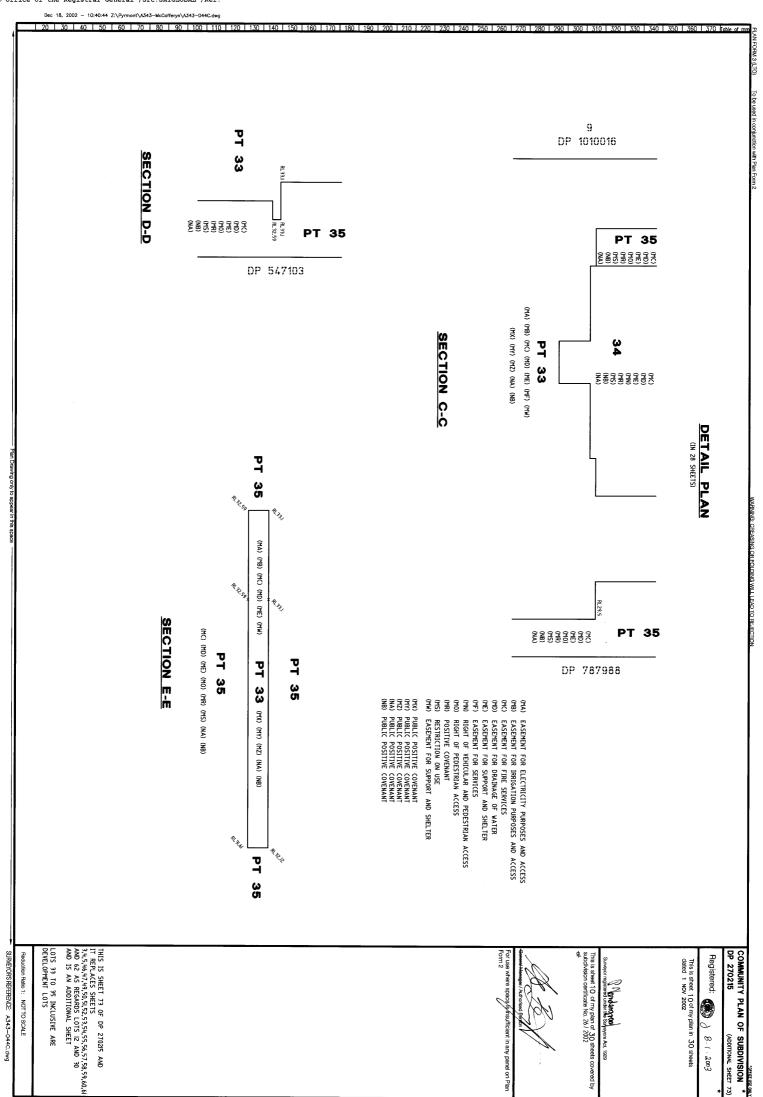












Req:R413878 /Doc:DF 0270215 F /Rev:07-Sep-2012 /NSW LRS © Office of the Registrar-General /Src:SAIGLOBAL /Ref:

PT 35

RL32.8 (MV) RL34.09

SECTION H-H

PT 33

DETAIL PLAN
(IN 28 SHEETS)

PT 33

PT 35

SECTION K-K

RL 30.18

PT 33

SECTION G-G

PT 35

SECTION F-F

PT 33

PT 33

SECTION J-J

(MV) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN

This is sheet 1.1 of my plan of 30 sheets covered by subdivision certificate No. 26/2002

Registered: 8.1.2003 This is sheet 11 of my plan in 30 sheets dated 1 Nov 2002

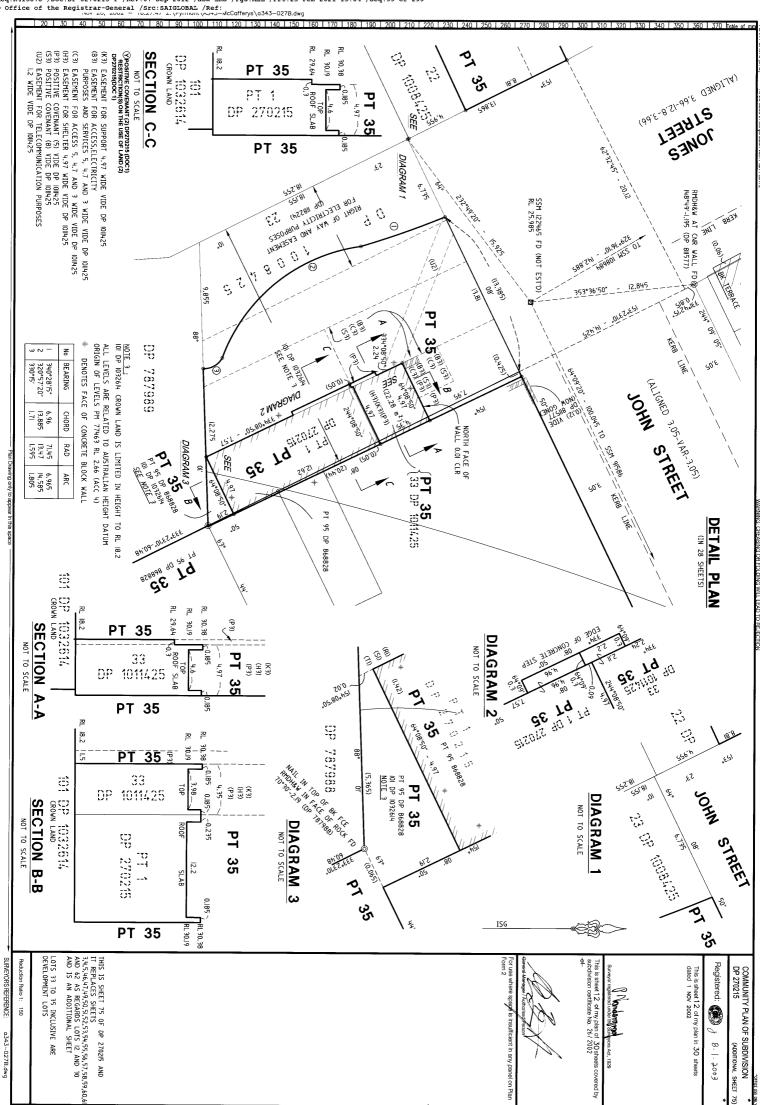
COMMUNITY PLAN OF SUBDIVISION \*
DP 270215 (ADDITIONAL SHEET 74)

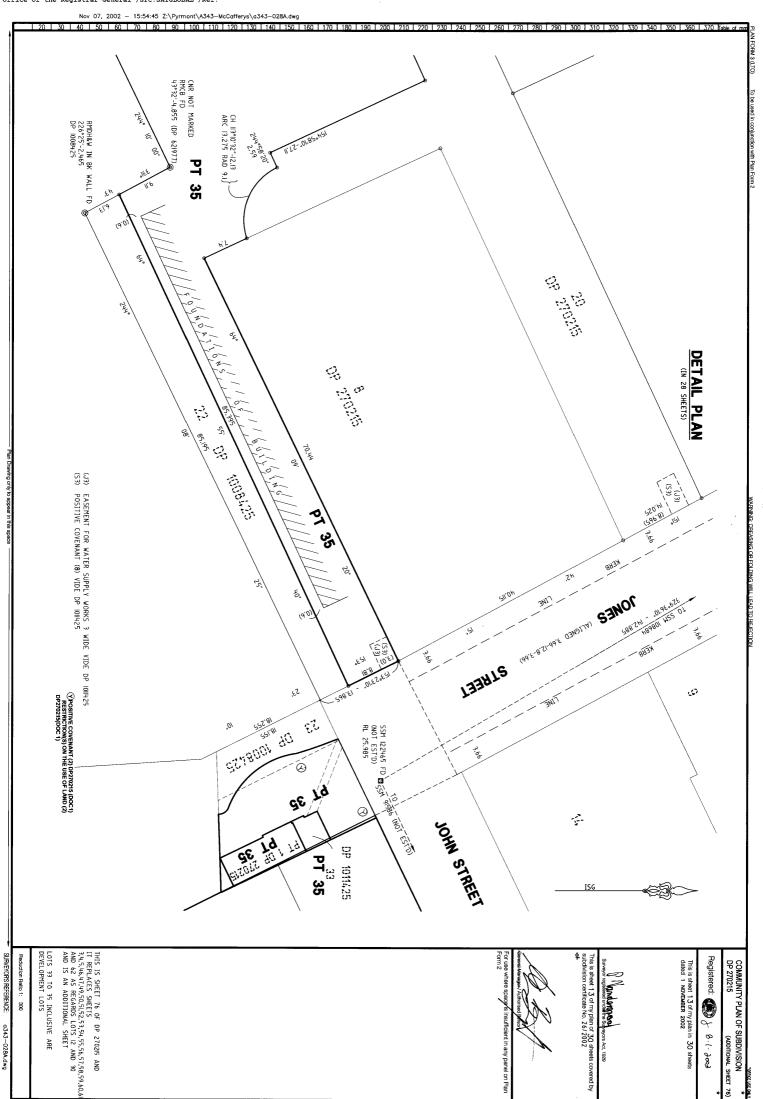
LOTS 33 TO 35 INCLUSIVE ARE DEVELOPMENT LOTS

THIS IS SHEET 74 OF DP 270215 AND IT REPLACES SHEETS 34.54.64.71.49.50.15.25.354.55.56.57.58.59,60.61 AND 62 AS REGARDS LOTS 12 AND 30 AND 15 AN ADDITIONAL SHEET

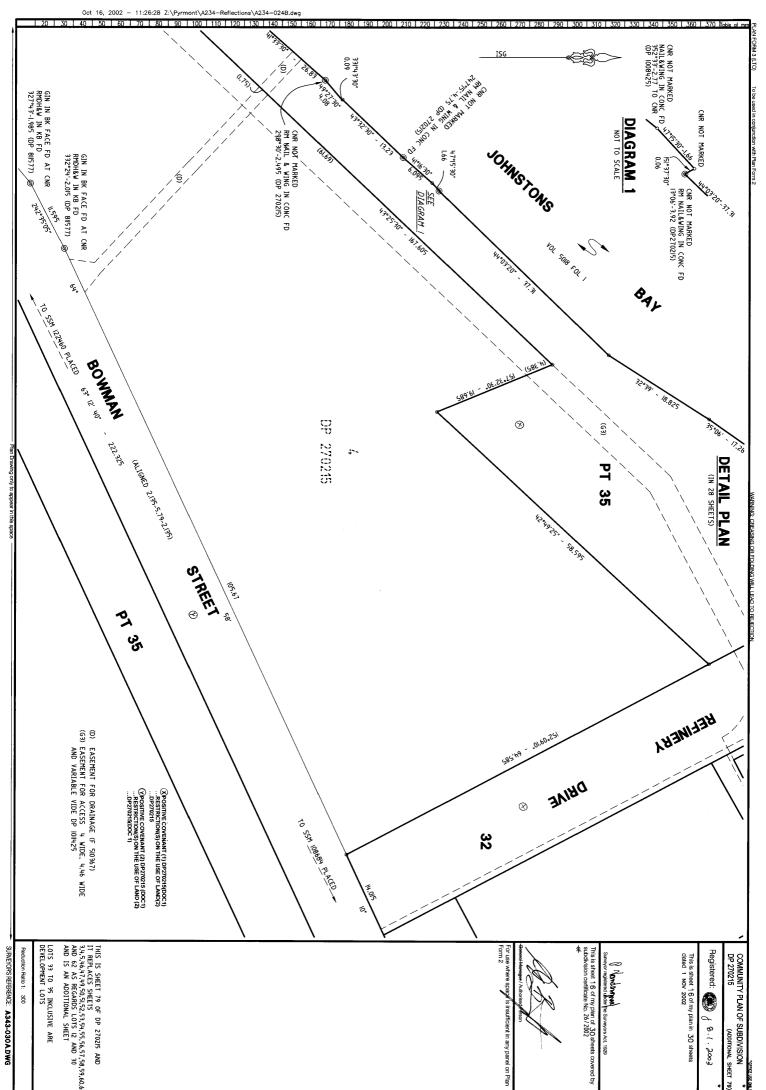
Reduction Ratio 1: NOT TO SCALE

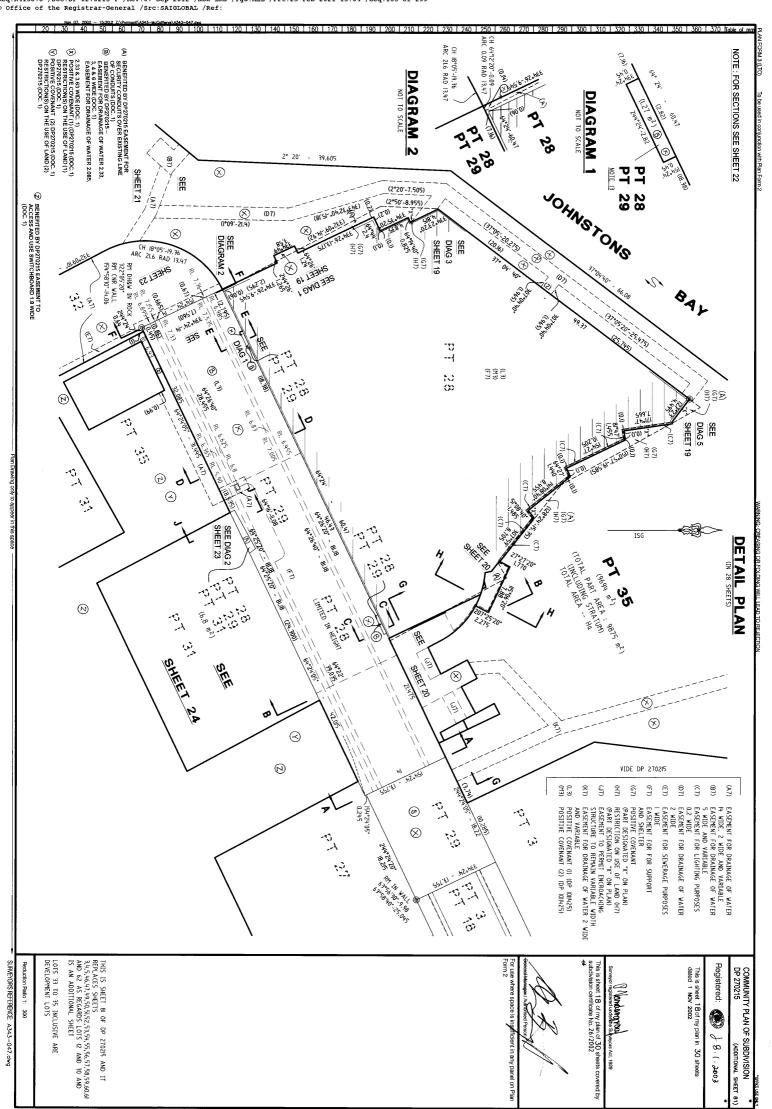
SURVEYOR'S REFERENCE: A343-045.dwg

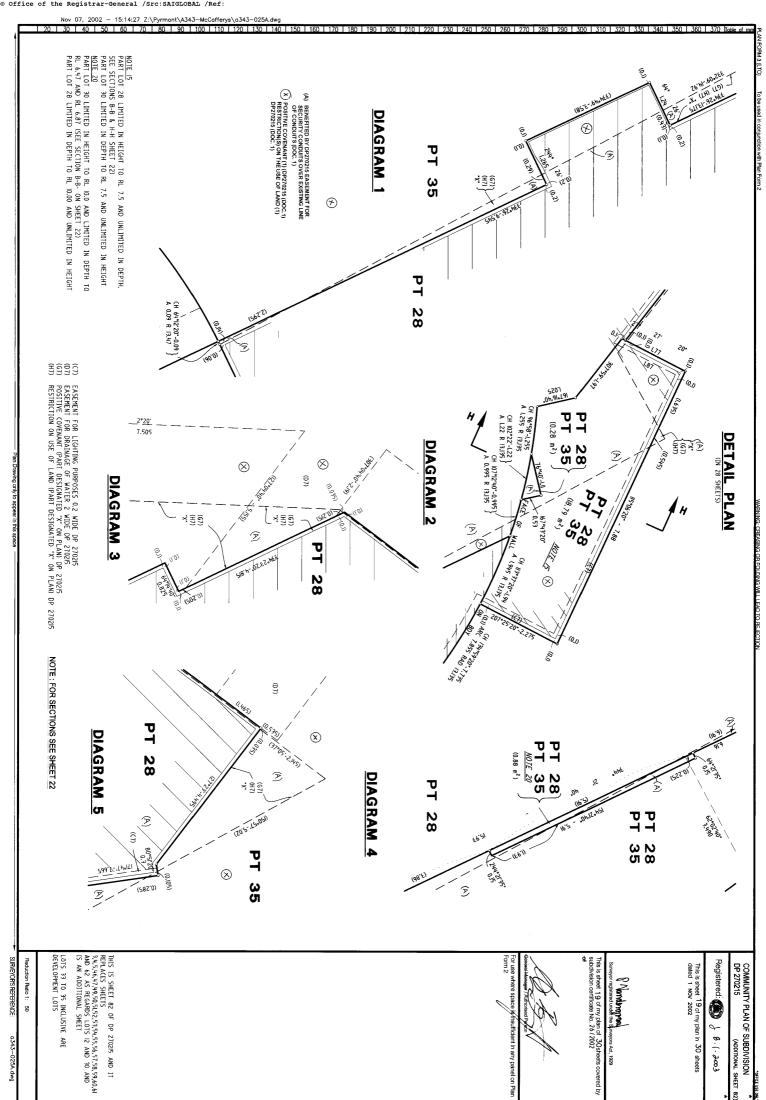


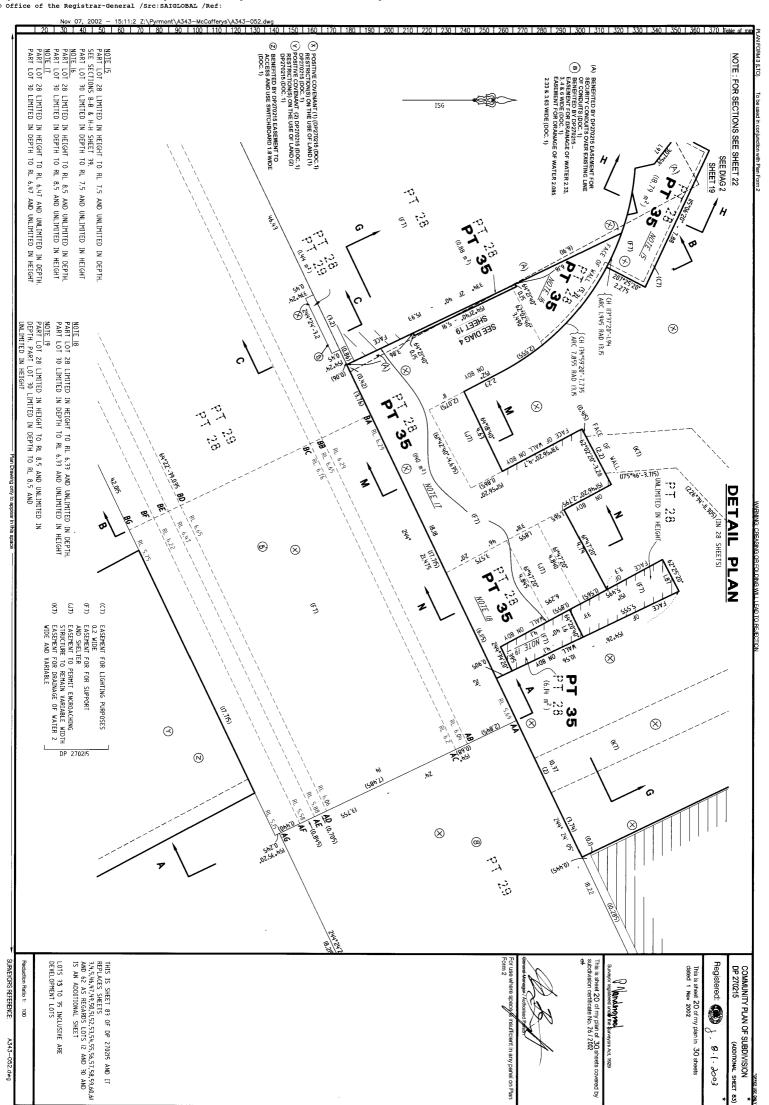


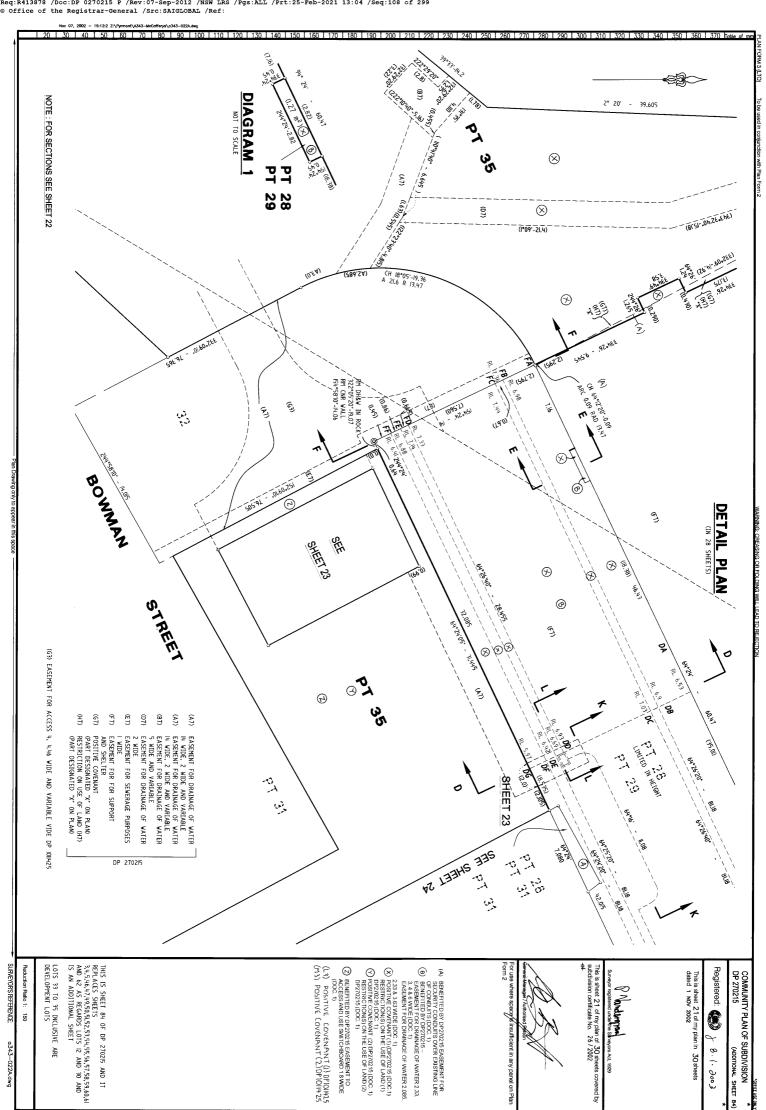
Req:R413878 /Doc:DF 0270215 P /Rev:07-Sep-2012 /NSW LRS © Office of the Registrar-General /Src:SAIGLOBAL /Ref:











This is sheet 22 of my plan of 30 sheets covered by subdivision certificate No. 26/2002

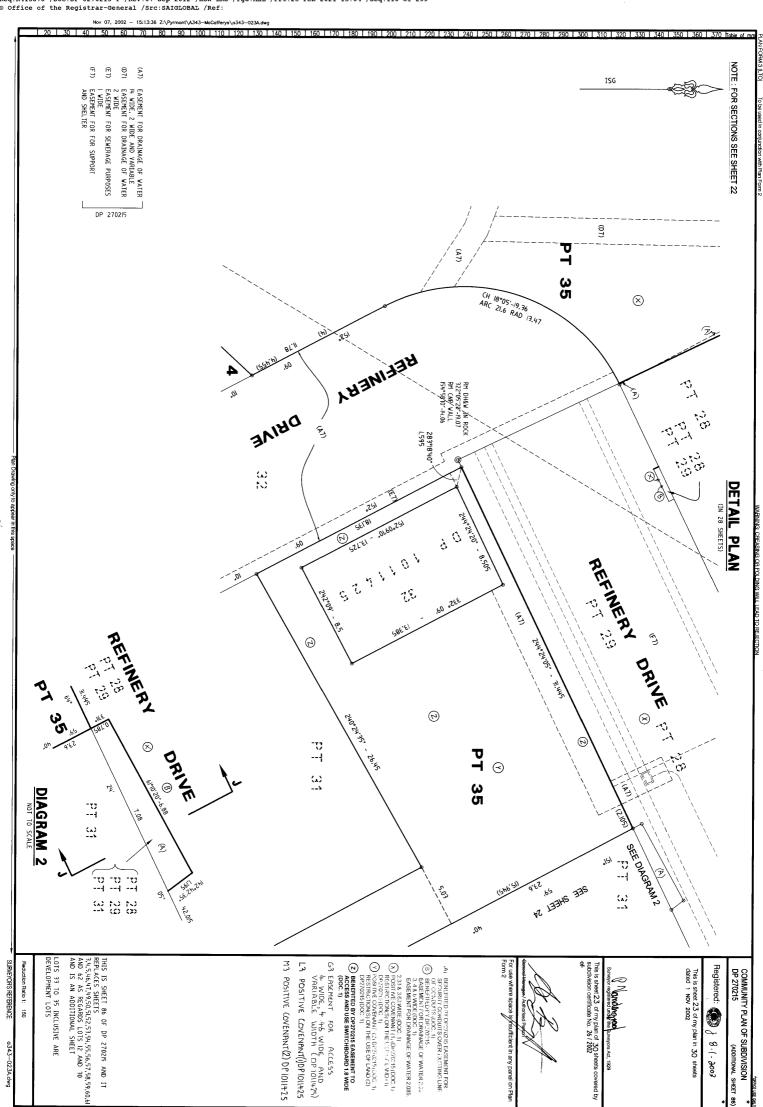
Registered:

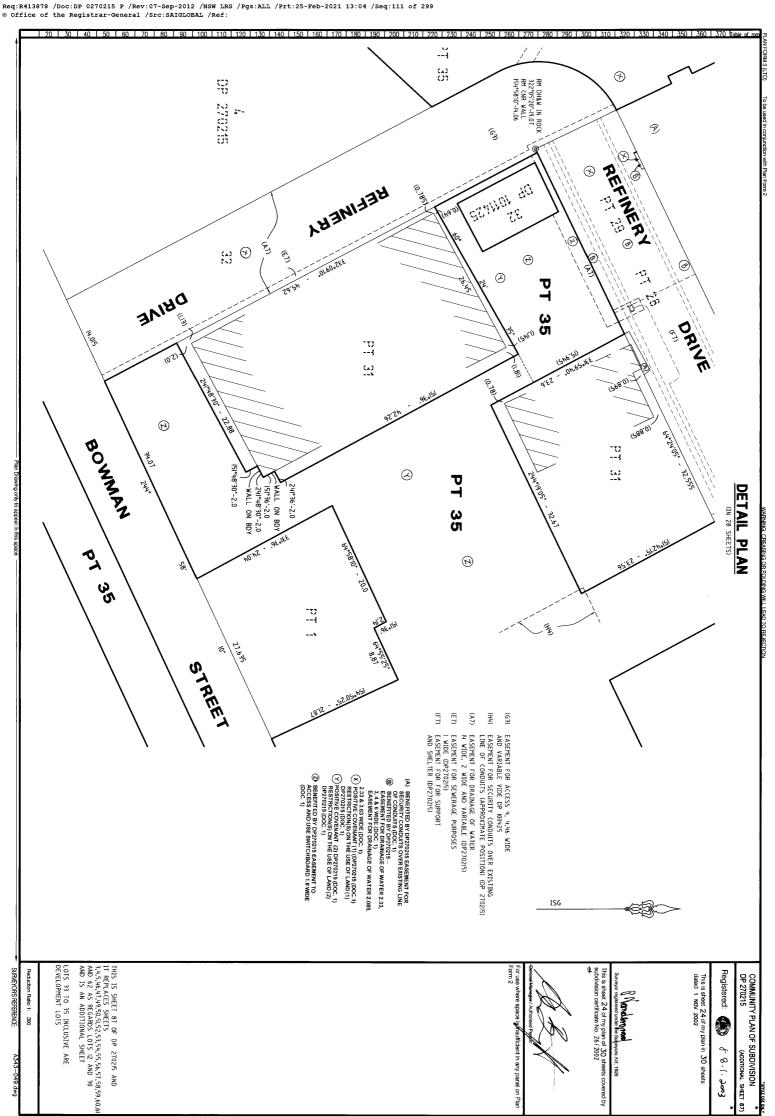
1 8.1.2003

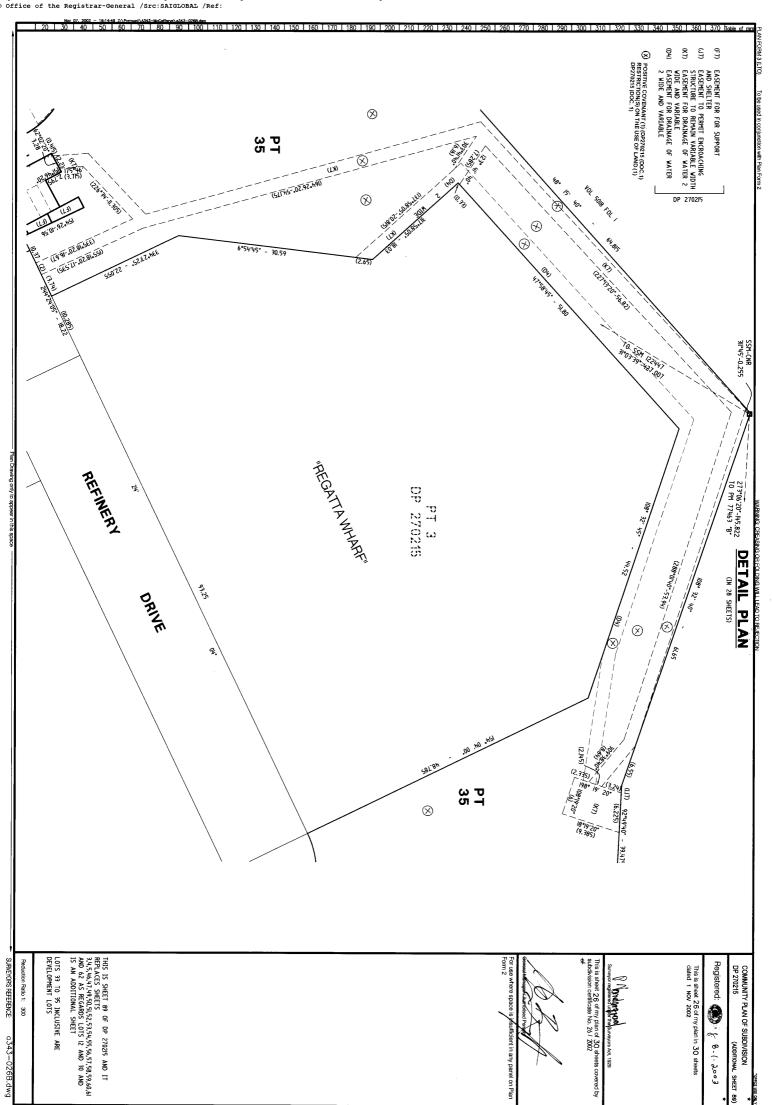
COMMUNITY PLAN OF SUBDIVISION \*
DP 270215 (ADDITIONAL SHEET 85)

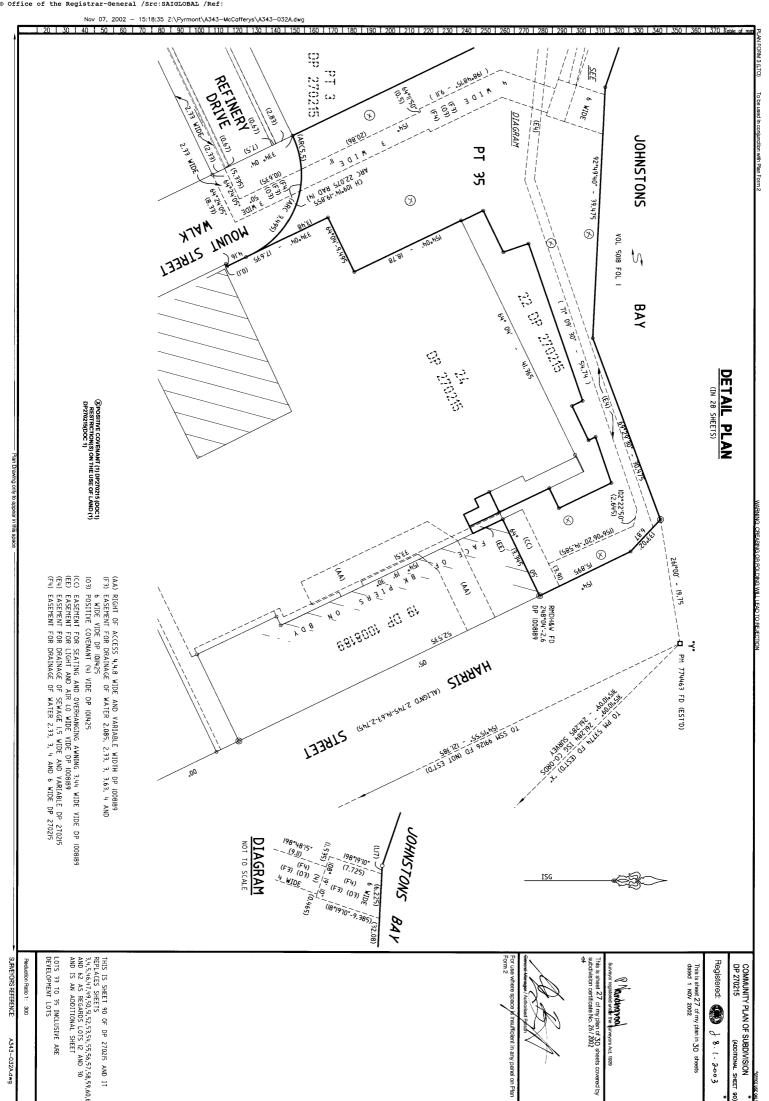
This is sheet 22 of my plan in 30 sheets dated 1 NOV 2002

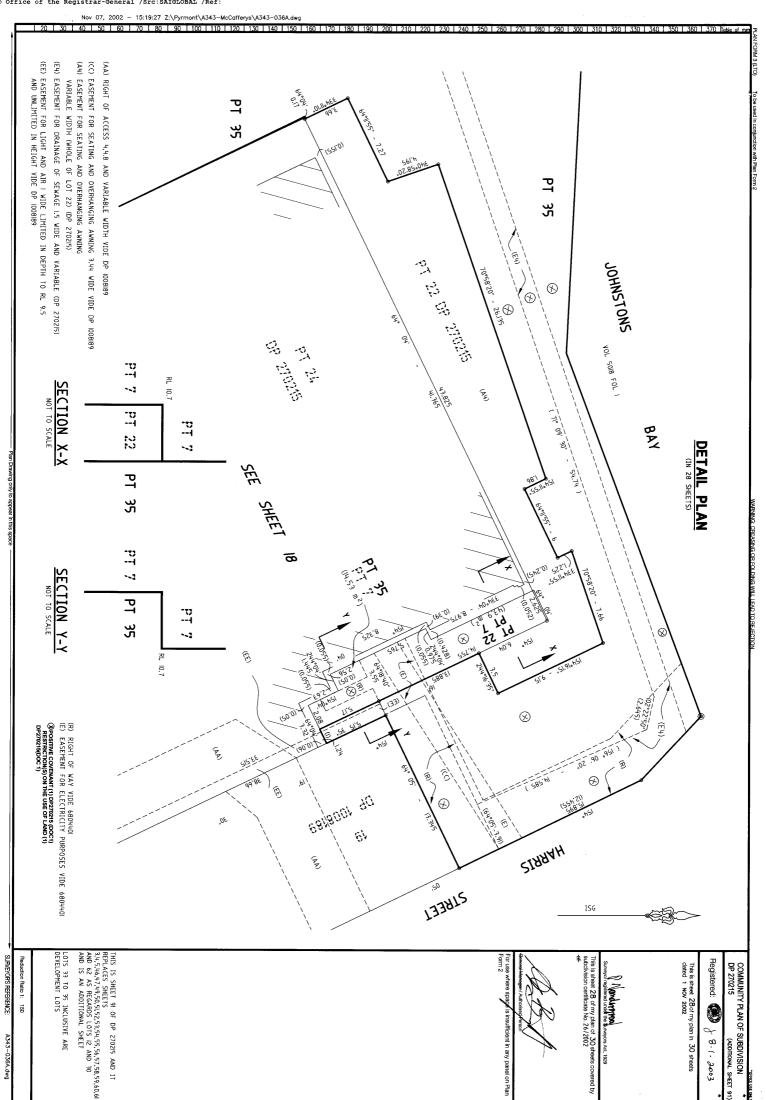
THIS IS SHEET 85 OF DP 2702IS AND IT
REPLACES SHEETIS, 23,54,55,56,57,58,57,50,61
34,5,46,47,49,50,515,23,54,55,56,57,58,57,50,61
AND 62 AS RECARDS LOTS 12 AND 30 AND
IS AN ADDITIONAL SHEET
LOTS 33 TO 35 INCLUSIVE ARE
DEVELOPMENT LOTS
SUPPLYORS REFERENCE. A343-048.dwg











Name of witness.

Name of Attorney.

Name of witness. Munachus.

Name of Attorney.

MUMBURIO

Signature of witness.

Signature of Attorney.

Signature of witness.

Signature of Attorney.

DONALD CHILEK

MARIANNE THUEL

Maring Mily

DONALD CYTLER MARIANNE SACOEL

SIGNATURES AND SEALS ONLY

presence of of the revocation of that Power of Attorney in the by its Attorneys under a Power of Attorney dated 5 SEPT Executed by Jacksons Landing Development Pty Limited who declare that they have not received any notice 2002 registered Book 4363

Name of witness MICHAEL FILO

Name of Attorney. MARIANNE YALDEL

DONALD CHILER

by its Attorneys under a Power of Attorney dated1 JULY 2002 registered Book 4357 No. 60

by its Attorneys under a Power of Attorney dated 10 JULY 2002 registered Book 4357 No.61

revocation of that Power of Attorney in the presence of who declare that they have not received any notice of the Executed by Reco Star Pty Limited

Executed by Wirabay Limited

revocation of that Power of Attorney in the presence of who declare that they have not received any notice of the

Signature of Attorney.

Signature of witness.

Name of witness. Muse Fro

Signature of Attorney

Perox Evens

#

Signature of Attorney

NOTERATION. Nonne Den

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

by its Attorneys under a Power of Attorney dated 10 APRIL 2002 registered Book 4347 No. 232

Executed by Tower Trust (NSW) Pty Limited

Registered: S.(. 2003

This is sheet 29 of my plan in 30 sheets dated 1 NOV 2002

COMMUNITY PLAN OF SUBDIVISION
DP 270215 (ADDITIONAL SHE

(ADDITIONAL SHEET 92)

of the revocation of that Power of Attorney in the who declare that they have not received any notice

Surveyor registered under the Signapors Act, 1909
This is sheet 2.9 of my plan of 3.0 sheets covered by subdivision certificate No.

presence of

Signature of witness.

Name of Attorney. MARIANNE PACOEL

PONALD CUTTER

For use where space is insufficient in any panel on Plan Form 2

Signature of witness.

Name of witness.

Name of Attorney

THIS IS SHEET 92 OF DP 2702IS AND IT REPLACES SHEETS 34,554,64,71,945,715,72,53,54,55,55,57,58,59,60,61 AND 62 AS REGARDS LOTS 12 AND 30 AND IS AN ADDITIONAL SHEET

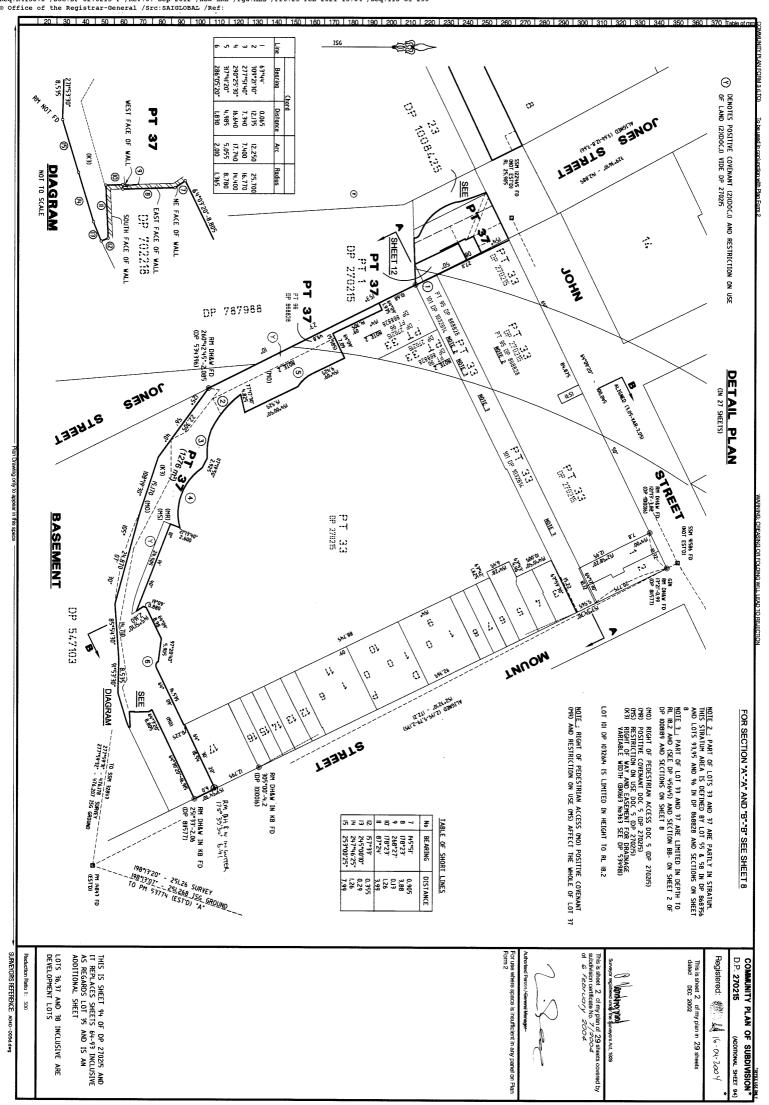
LOTS 33 TO 35 INCLUSIVE ARE DEVELOPMENT

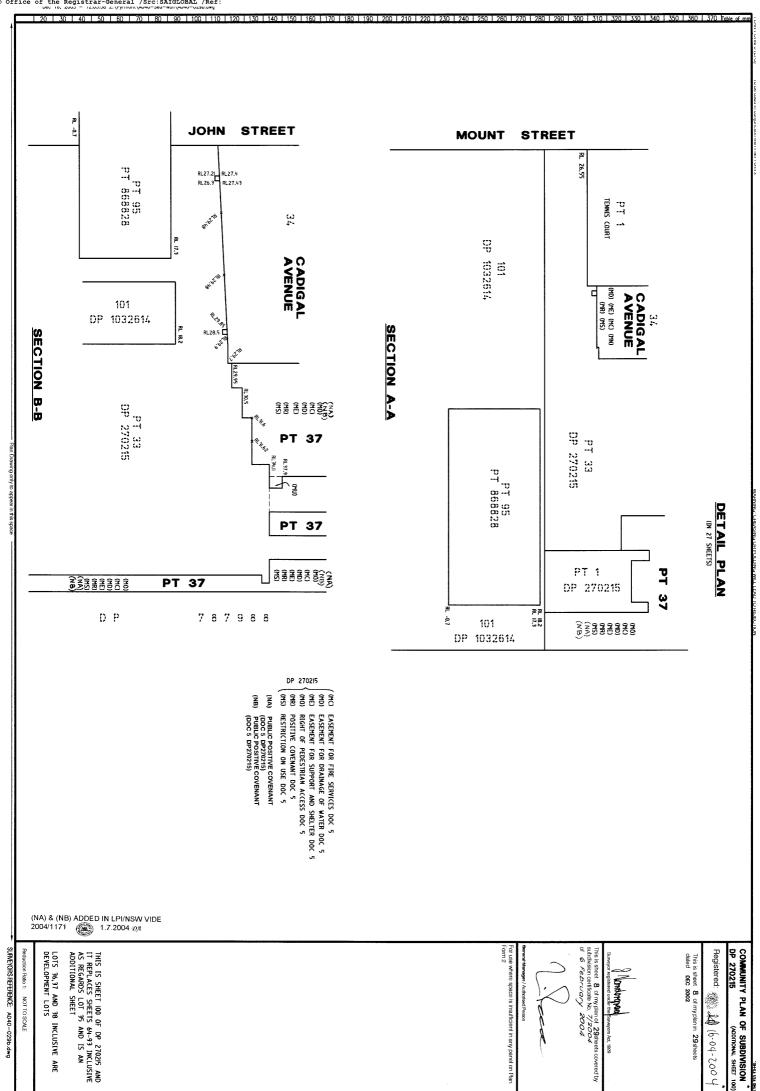
Reduction Ratio 1:

SURVEYOR'S REFERENCE:

When the plan is to be lodged electronically in the Land Trites Office, it should include a signature in an electronic or digital formal approved by the Registrar-General. (B) LAND EXCLUDES MINERALS VIDE (V5) RESERVATIONS AND CONDITIONS VIDE CROWN GRANT (T5) LAND EXCLUDES MINERALS 034544 orsent Authority: City of Sydney
but of Endorsenent: 6 February 2004
benediation no certify that the provisions of s.109J of the Environmental Planning nd Assessment Act 1979 have been satisfied in relation to the (SY) SIGNATURES, AND SEALS ONLY Paper No. (insert 'subdivision or 'new road) Field Book Land District PLAN APPROVED sion Certificate no: N S W ) Limited by its duity RESERVATIONS AND EXCEPTIONS Crown Lands Office Approval SUBDIVISION 510000006 Subdivision Certificate 7/2004 /00001 3  $\otimes$ SSM 122447 FD SSM 32843 FD (EST'D) N. 5. DENOTES POSITIVE COVENANT (I)(DOC.1) ĀND RESTRICTION ON USE OF LAND (I)(DOC.1) VIDE DP 2702/5
DENOTES POSITIVE COVENANT (2)(DOC.1) AND RESTRICTION ON USE OF LAND (2)(DOC.1) VIDE DP 2702/5 JOHNS TONS 50.55 50.55 SSM 122460 FD (NOT (O.1S3 LAAHIS BOWMAN 31.03.38. 451.001 벙 Ġ PT.38 Q ·-p 63751 SERE COMBINED SEA LEVEL SCALE FACTOR = 0.99994 TOTAL AREA 2:182 Ha MARK N SOID FOL , SURVEYORS (PRACTICE) REGULATIONS 2001: CLAUSE 32(2) REFINERY rol ري. دي: 6 PT.38  $\otimes$ ISG CO-ORDINATES ADOPTED FROM LIC ON 15th 27th DECEMBER 2002 99018 40 PT36 ٧£, EASTING 617.802 801.998 723.445 251.892 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION (No. 10 to OP, PT.38 1 251 276.770 1 251 091.483 1 250 852.825 1 250 919.032 22 OP 1008425 <u>:</u> NORTHING 277°59'32" - 476.178 SURVEY 277°59'32" - 476.207 ISG GROL RSS -91 -24 -25 W-BOWMAN STREET 122446 PLACED SSM 122465 FD \
(NOT EST'D)
RL 25.985 2222 SSM 108684 FD (NOT EST'D) RL 18.64 PT 37 ZONE , ₽<sup></sup> 788.5m DP 1011425 (99'E DETAIL PLAN DECEMBER 1999 (H) (Y) ္ခ် ဗ 富 273°09'20"-145.822 GROUND INUON Sirra (IN 27 SHEET) JONE AVENUE 2.66 17.678 27.861 5.36 THEET ALLENGO CO. OF. WARE. Ö ИΩ TOMES Ó HARVEY STREET LEEL 246° 28'40° EAST ZIRAAH PM 77463 FD (EST'D) (A) T TOTAL AREA 4469m<sup>2</sup> P 37 DP 547103 SEPTH SEPTH (NOT EST'D) LIMITED 100 863889 SSM 99126 FD (NOT EST'D) LARIS \$4. hZ - Oh.10 hS A. asa hush be a 10 53174 50 A. 19893'20" - 251.26 SURVEY
10 PM 53774 (ESTD) - 4- GROUND PM I4843 FD SSM 99128 FD (NOT EST'D) PANEL FOR USE ONLY for stelements of intention to declarate public roads, to oceale public readward, domage reserves, exacements, restrictores on use of lend or positive co-orients. PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, IT IS INTENDED TO CREATE: Plans used in preparation of Survey/Co<del>mpiliation</del>
DP 1008189 DP 1010428
DP 1008425 DP 1011425
DP 1010015 DP 811577
DP 1010016 DP 270215 THIS IS SHEET 93 OF DP 270215 AND IT REPLACES SHEETS 64-93 INCLUSIVE AS REGARDS LOT 35 AND IS AN ADDITIONAL SHEET LOTS 36,37 AND 38 INCLUSIVE ARE DEVELOPMENT LOTS 1. EASEMENT FOR DRAINAGE OF WATER 2, 4 AND 6 WIDE (A8) 3. EASEMENT FOR DISTRIBUTION BOARD AND ELECTRICAL SUPPLY (C8) 2. EASEMENT FOR DRAINAGE OF SEWERAGE PURPOSES 1.24 WIDE (here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

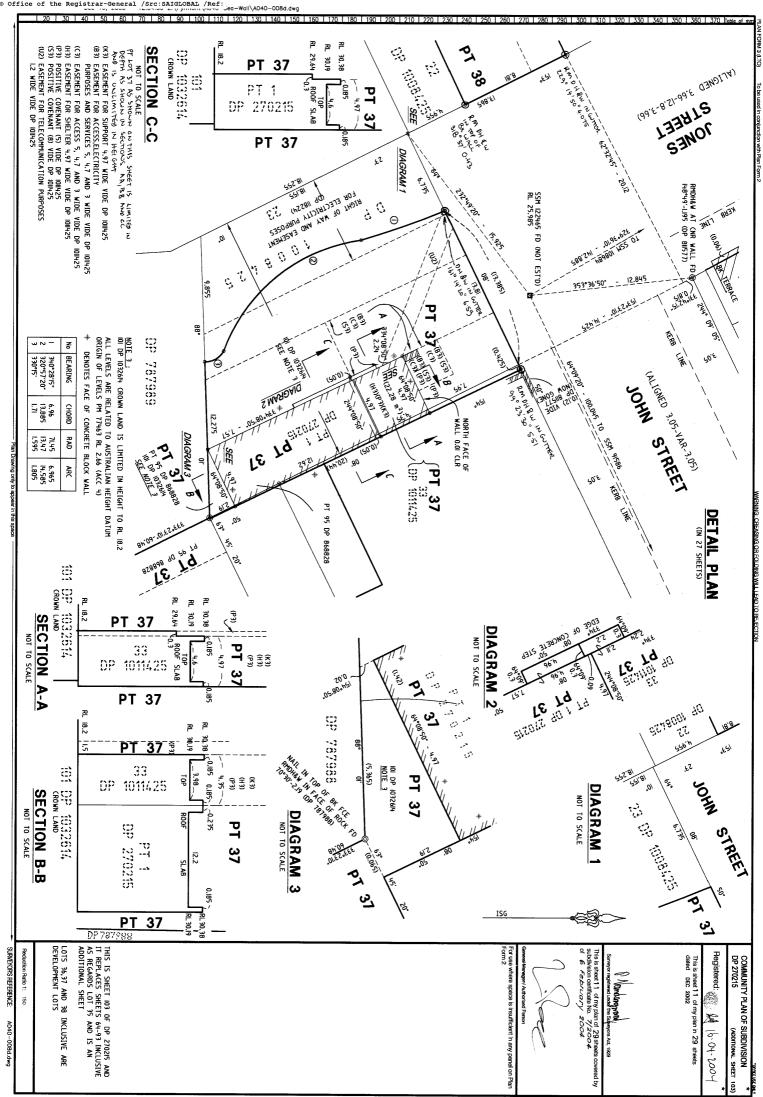
Datum line: "A"—"B" PLAN OF SUBDIVISION OF LOT 35 AND EASEMENTS WITHIN LOTS 24 AND 25 D.P. 270215-CP/SP 62661 AND CP/SP63595 COMMUNITY PLAN OF SUBDIVISION
DP 270215 (ADDITIONAL SHE Parish: L.G.A.: Ref. Map: C.A.: SEE Purpose: Survey relates to LOTS 36,37 AND 38 MR. PETER WILLIAM VANDERGRAAF
WHELAMS. DX. 288 SYDNEY
Wroyar registered under the Surveyors Act 1929, hereby
thy that the survey represented in this plan is accurate, Registered: LOT 22 IN DP270215 This is sheet 1 of my plan in 29 sheets (Delete if inapplicable) in accordance with the Surveyors (Practi and was completed on DEC 2002 CUMBERLAND ST ANDREW SYDNEY SHT PYRMONT SYDNEY DP 270215 NOISINIGANS 16.04-2004 TORRENS CERTIFICATE DP 1010428
DP 1011425
DP 811577
DP 270215 (ADDITIONAL SHEET 93) Longhowton Reduction Ratio 1: 0,# 1500

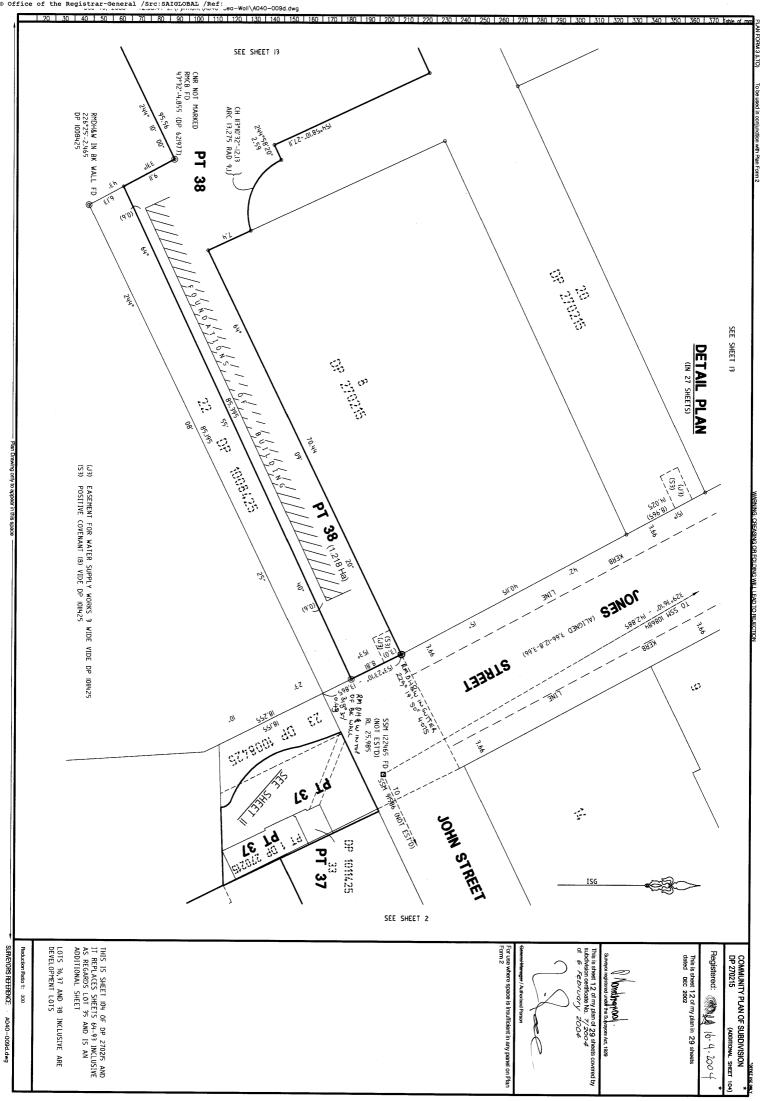


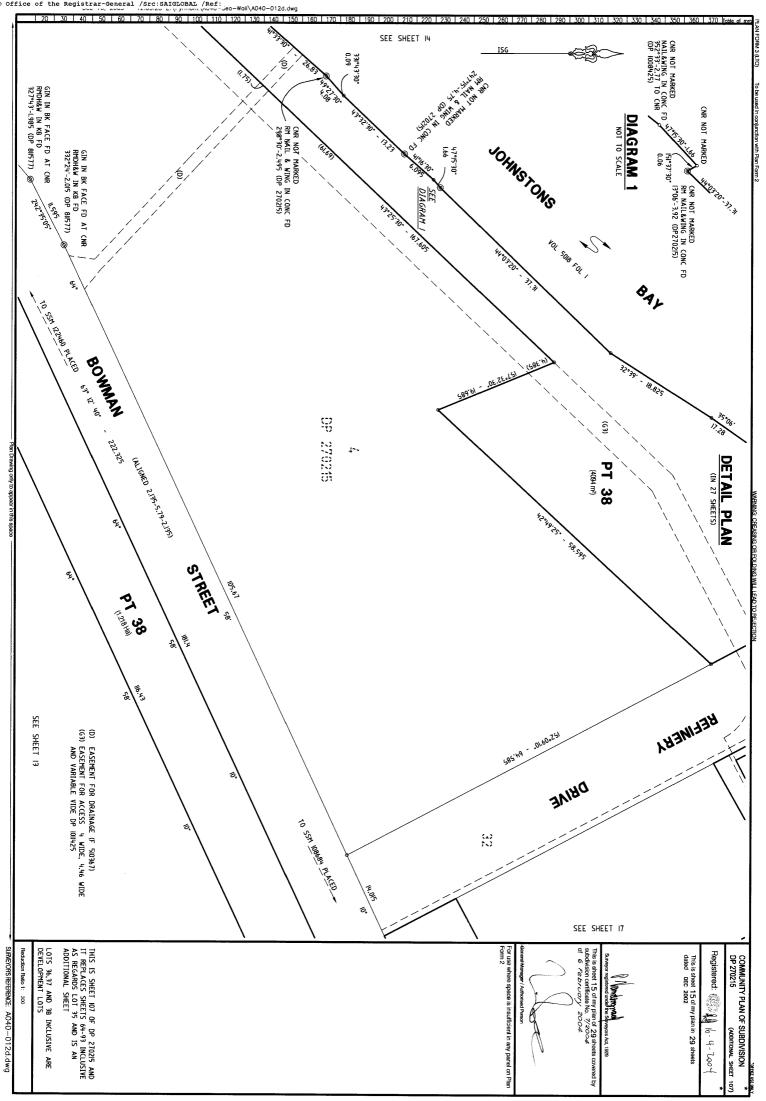


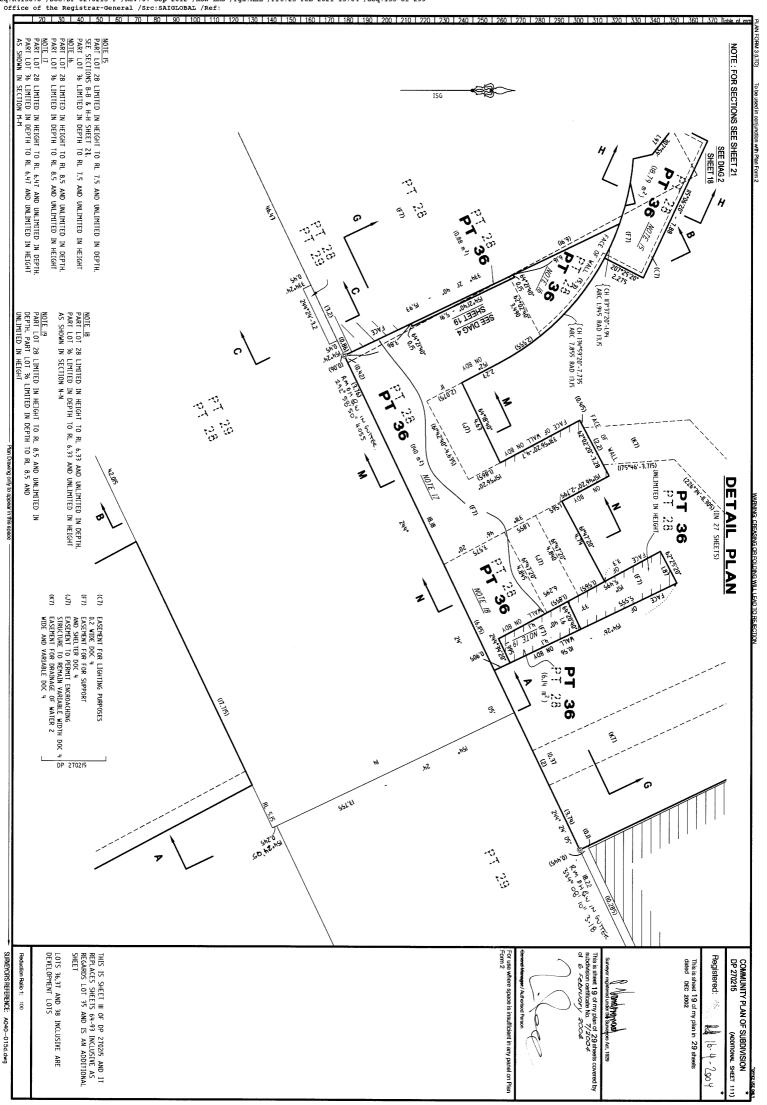
Req:R413878 /Doc:DF 0270215 P /Rev:07-Sep-2012 /NSW LRS © Office of the Registrar-General /Src:SAIGLOBAL /Ref: PT 37 RL 32.6 RL 33.9 SECTION H-H PT 37 PT 37 SECTION F-F DP 270215 SECTION G-G P = 33 PT 33 DP 270215 RL31.43 DP 270215 PT 33 DETAIL PLAN
(IN 27 SHEETS) (MV) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN DOC 5 (DP 270215) SECTION K-K RL 33.08 SECTION J-J PT 37 DP 270215 PT 33 DP 270215 ΤΡ -1 ω ω COMMUNITY PLAN OF SUBDIVISION \*
DP 270215 (ADDITIONAL SHEET 102) Surveyor registered under the Squeeyors Act 1929

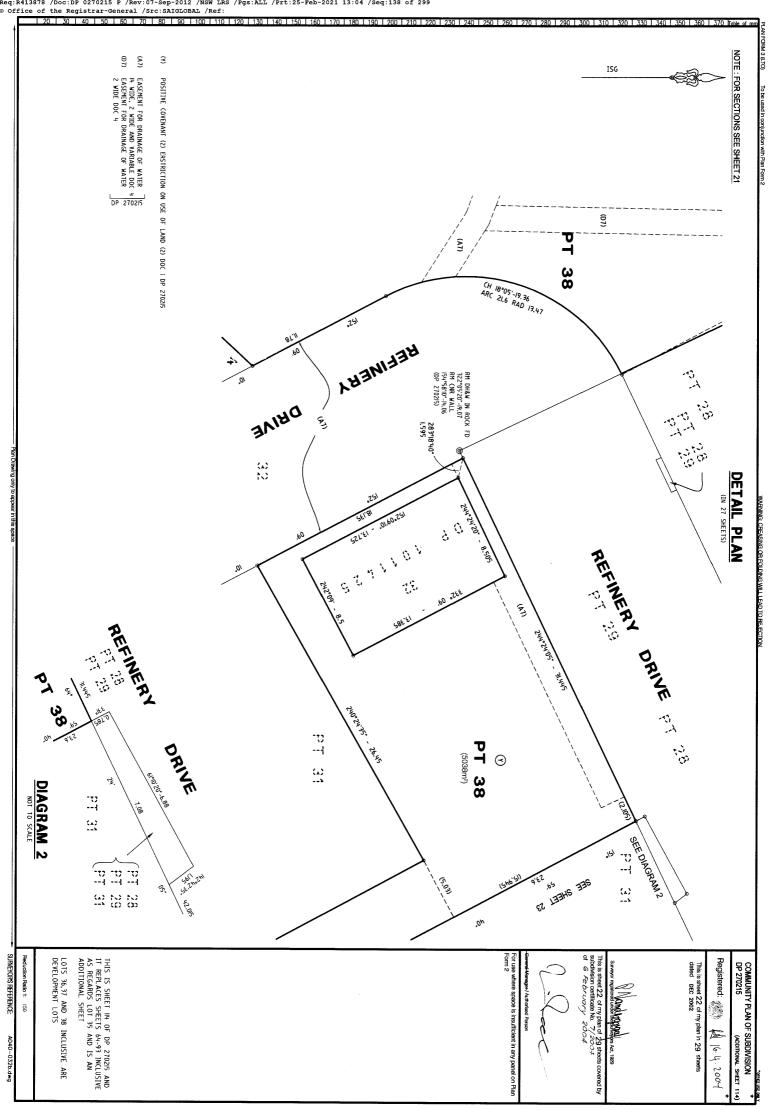
This is sheet 10of my plan of 29sheets covered by subdivision certificate No. 7/2004
of 6 February 2004 SURVEYORS REFERENCE: A040-031B.dwg THIS IS SHEET 102 OF DP 270215 AND IT REPLACES SHEETS 64-93 INCLUSIVE AS REGARDS LOT 35 AND IS AN ADDITIONAL SHEET LOTS 36,37 AND 38 INCLUSIVE ARE DEVELOPMENT LOTS Registered: 16.04-2004 Reduction Ratio 1: NOT TO SCALE This is sheet 10 of my plan in 29 sheets dated DEC 2002











Name of witness.

Name of Attorney.

Name of witness.

Name of Attorney

Signature of witness.

Signature of Attorney

Signature of witness.

Signature of Attorney

revocation of that Power of Attorney in the presence of who declare that they have not received any notice of the by its Attorneys under a Power of Attorney dated1 JULY

Executed by Wirabay Limited

2002 registered Book 4357 No. 60

by its Attorneys under a Power of Attorney dated 10 JULY

2002 registered Book 4357 No.61 Executed by Reco Star Pty Limited

revocation of that Power of Attomey in the presence of who declare that they have not received any notice of the

032002 registered Book 4363 4405 No. 168 572 of the revocation of that Power of Attorney in the who declare that they have not received any notice by its Attorneys under a Power of Attorney dated 5 SEPT 2 001 Executed by Jacksons Landing Development Pty Limited

Signature of witness.

Signature of Attorney.

Pillant.

PAUL MARTIN

Name of witness.

Name of Attomey PAUL SHAW

## SIGNATURES AND SEALS ONLY

Registered:

COMMUNITY PLAN OF SUBDIVISION
DP 270215 (ADDITIONAL SHE

(ADDITIONAL SHEET 120) 100 4. 100 L

This is sheet 28 of my plan in 29 sheets dated DEC 2002

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

Signature of witness.

Signature of Attorney.

Name of witness.

Name of Attorney.

by its Attorneys under a Power of Attorney dated 22/4/63 registered Book 4.385 No. 84/of the revocation of that Power of Attorney in the Executed by Tower Trust (NSW) Pty Limited who declare that they have not received any notice presence of

Signature of witness.

Name of witness.

YCLANDA MATUS Name of Attorney. (Name of Attorney.

2 YUONNE DAMKE

O secondo de la

This is sheet 28of my plan of 29sheets subdivision certificate No. 7/2004 of 6 February 2004

Signature of Attorney

O SEAN DO SILVA
NEW REGIONAL MAN
CORMANTE TRUSTS

For use where space is insufficient in any panel on Plan Form 2

THIS IS SHEET 120 OF DP 270215 AND IT REPLACES SHEETS 64-93 INCLUSIVE AS REGARDS LOT 35 AND IS AN ADDITIONAL SHEET

1

LOTS 36,37 AND 38 INCLUSIVE ARE DEVELOPMENT LOTS

SURVEYORS REFERENCE:

(S5) RESERVATIONS & CONDITIONS & EX.

HINERALS VIDE STORDOODS

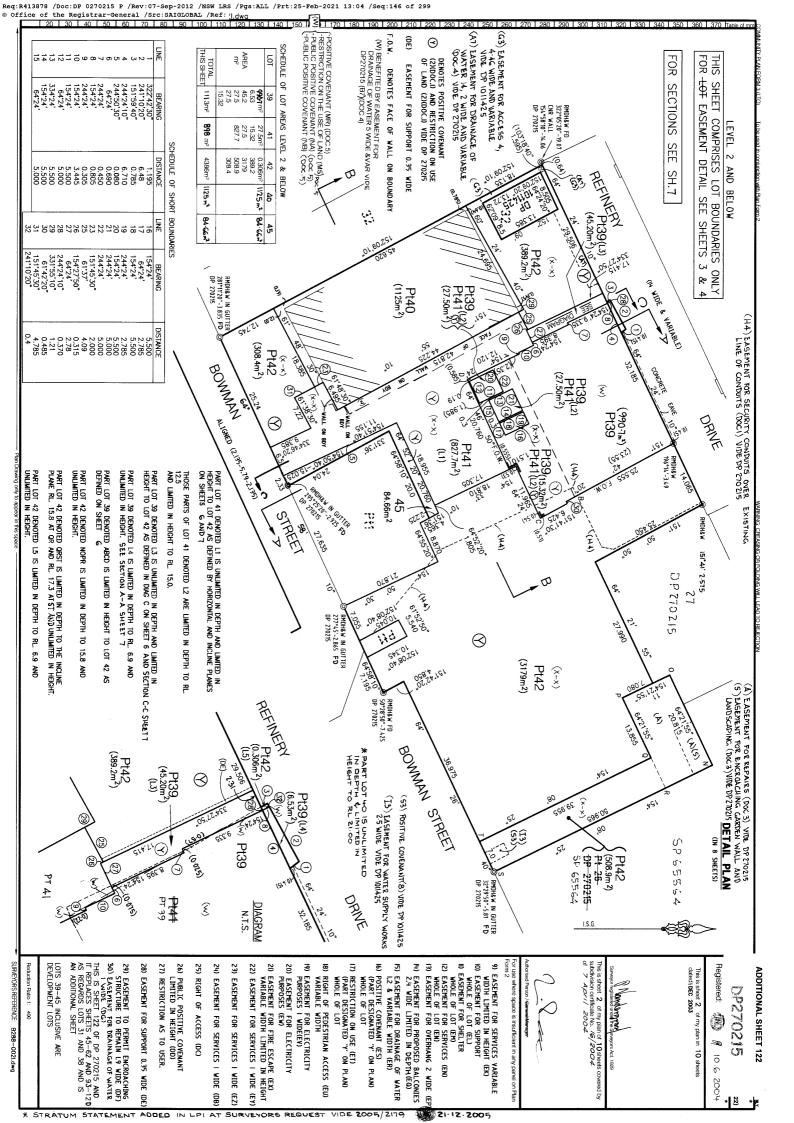
(T5) LAND EXCLUDES MINERALS

VIDE D 34544

(V5) RESERVATIONS AND CONDITIONS VIDE

CROWN GRANT certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the PLAN FORM 2 (APPROVED FORM 3)
SIGNATURES, AND SEALS ONLY When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital to approved by the Registrar-General. URVEYORS REFERENCE: B288-001h.dwg that all necessary approvals in regard to the allocation of the land shown hereon have been given. ansent Authority: ate of Endorsement: Jepartment of Land and Water Conservation Aproval SEE SHLET 9 (insert 'subdivision or 'new road) RESERVATIONS AND EXCEPTIONS n Certificate no: Subdivision Certificate 10000/20020 in approving this plan certify x)\_ 3  $\otimes$ SSM 122447 FD (NOT (EST'D) 2.69 (EST'D) 2.69 BENEFITED BY - VIDE DP270215

-EASEMENT FOR SUPPORT AND SHELTER (F7) (DOC.4)
-EASEMENT FOR RELECTROLTY PURPOSES \*: ACCESS (MA) (DOC.5)
-EASEMENT FOR IRRIGATION PURPOSES & ACCESS (MB) (DOC.5)
-EASEMENT FOR FIRE SERVICES (MC) (DOC.5)
-EASEMENT FOR FROM DRAINAGE OF WATER (MO) (DOC.5)
-EASEMENT FOR ENCROACHMENT & WIDE & VAR (C7) (DOC 4)
-EASEMENT TO ACCESS & USE
SWITCHBOARD 1.8 WIDE (DOC 1) SUPPORT OF STABLE TRUSS (MH) (DOC.5)
-RIGHT OF VEHICULAR AND PEDESTRIAN ACCESS (MN) (DOC.5) -EASEMENT FOR LIGHTING PURPOSES 0.2 -EASEMENT FOR SUPPORT AND SHELTER (MW) (DOC.5) DENOTES POSITIVE COVENANT (IXDOC.I) AND RESTRICTION ON USE OF LAND (IXDOC.I) VIDE DP 2702/5
DENOTES POSITIVE COVENANT (2XDOC.I) AND RESTRICTION ON USE OF LAND (2XDOC.I) VIDE DP 2702/5 JOHNS TONS G 169°27'10° PLACED PLACED EST'D) LAAHIS BOWMAN 31.03.39. 427.007 엉 T DR 63751 B PM 77463 PM 53774 PM 14843 SSM 32843 COMBINED 12 Co. 12 MARK 3 SOID FOL ISG CO-ORDINATES ADOPTED FROM SCIMS ON 15th DECEMBER 1999
I APRIL 2004 3 SEA LEVEL SCALE FACTOR = 0.99994 83 3 \* # # # EASTING 90 7 617.802 7 801.998 7 723.445 7 251.892 SURVEYING REGULATION, 2001 : CLAUSE ij, SSI WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION  $\otimes$ OP/ 3 CO-ORDINATES 1 251 276.770 1 251 091.483 1 250 852.825 1 250 919.032 ORIVE :#: NORTHING <u>::</u>; 22 DP 1008425 277\*993\* <u>476.178 SURVEY</u> 277\*9932\* 476.207 ISG GROUND 50 60 600 SSM 122446 PLACED BOWMAN SSM 122465 FD (NOT EST'D) RL 25.985 ZONE 287 287 287 287 LIBAT & GARE AS SOURT PT 37 - SSM 108684 FD (NOT EST'D) RL 18.64 97 ⊗37 DP 1011425 DETAIL PLAN
(IN 8 SHEETS) STREET (A) (H) 273°09'20"-|45.822 THUOM (4) 2.66 17.678 27.861 5.36 (30IA 211 133HT2 AVENUE *:*}; 7 (3.05.VAR . j. XIAW (3014 SZNOT ŽX. Ó LEELL HARVEY 246°28'40° 205,935 EAST ZIAAAH PM 77463 FD (EST'D) 3773 Ş (4) (3) 586:121 무 LIMITED IN (NOT EST'D) 547103 08 88788 90 तम्प्रवस्त इदा (AA) 59 69581 SSM 99126 FD (NOT EST'D) 133A18 SE'hZ , dust like the or TO 53174 FD . P. 197 198°13'20" - 251.26 SURVEY 198°13'07" - 251.26 SURVEY 10 PM 53774 (ESTD) A (EST'D) SSM 99I28 FD (NOT EST'D) PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919 IT IS
INTENDED TO CREATE:
1) RIGHT OF ACCESS VARIABLE WIDTH
LIMITED IN HEIGHT (EA)
2) RIGHT OF ACCESS VARIABLE WIDTH
LIMITED IN HEIGHT (EB)
3) RIGHT OF ACCESS AND EASEMENT FOR
FIRE ESCAPE LIMITED IN HEIGHT(EC)
4) EASEMENT FOR FIRE ESCAPE
LIMITED IN HEIGHT (ED)
5) EASEMENT FOR FIRE ESCAPE
LIMITED IN HEIGHT (ED)
6) EASEMENT FOR STORAGE OF GARBAGE
6) EASEMENT FOR STORAGE OF GARBAGE
7) RIGHT OF ACCESS VARIABLE WIDTH
LIMITED IN HEIGHT (EG)
8) EASEMENT FOR ORDAINAGE OF SEWAGE
1 LIMITED IN HEIGHT (EG)
8) EASEMENT FOR ORDAINAGE OF SEWAGE THIS IS SHEET IZI OF DP 270215 AND IT REPLACES SHEETS 45-62 AND 93-120 AS RECARDS LOTS 31 AND 38 AND IS AN EASEMENTS WITHIN LOT 32 DP 270215 AND LOT 32 ₽ DP 1011425. PLAN OF SUBDIVISION OF LOTS, 31 AND 38 DP 270215 무무무무 Purpose: **ADDITIONAL SHEET 121** LG.A.: Ref. Map: Last Plan: Registered: Parish: Locality: Title System: 0 1008189 0 1010015 0 1010016 MR PETER WILLIAM VANDERGRAAF WIDE (EH) 39-45 INCLUSIVE ARE DEVELOPMENT This is sheet 1 of my plan in 10 RUSE ONLY for statements of intention to dedica s, to create public reserves, drainage reserves, restrictions on use of land or positive covenants (Dated) 1 D&C 03 DP270215 ST ANDREW CUMBERLAND PYRMONT SYDNEY 10.6.2004 0 1015 39-42 INCL & 45 DP270215 SUBDIVISION PARISH# **TORRENS** actually surveyed or specify any land is not the subject of the survey) 무무무무 Reduction Ratio 1: 1500 1010428 1011425 811577 270215 veying Act 2002, hereby n this plan is accurate,



10.6.2004

23)

Name of witness.

Name of Attorney.

Name of witness.

STEPHEN HAMOUNG

Rust Staw / RAUL MARTINI
Name of Attorney.

of Seal

Rul Shew / Au MACTI

STEPHEN HANDONC.

Signature of witness

Signature of Attorney.

Signature of witness

Signature of Attorney.

/Herrant

## SIGNATURES AND SEALS ONLY

IN 8 SHEETS

Executed by Limosa Pty Limited 006 8/2 022 by its Attorneys under a Power of Attorney dated 5 JULY revocation of that Power of Attorney in the presence of who declare that they have not received any notice of the 2002 registered Book 4357 No. 59

of the revocation of that Power of Attorney in the

who declare that they have not received any notice

presence of

Executed by Jacksons Landing Development Pty Limited בייני בייני אוני בייני בייני

Name of witness. Signature of witness. STEPHEN HEROEN Signature of Attorney

Name of Attorney. Paul Show / Paul Muchin

by its Attorneys under a Power of Attorney dated1 JULY

by its Attorneys under a Power of Attorney dated 10 JULY

2002 registered Book 4357 No.61

revocation of that Power of Attorney in the presence of who declare that they have not received any notice of the Executed by Reco Star Pte Limited

2002 registered Book 4357 No. 60

Executed by Wirabay Limited

revocation of that Power of Attorney in the presence of who declare that they have not received any notice of the

Signature of witness:

Name of witness. STEPHEN HAMOSIL.

> Signature of Attorney. Perol Shaw Muc MARTIN

Name of Attorney.

T. F. Want

AUSIA JONES

Name of witness.

YOUANDO MATES I SEAM DON SILVIN

Signature of Attorney.

XXMXanes Signature of witness

of the revocation of that Power of Attorney in the

who declare that they have not received any notice

presence or

by its Attorneys under a Power of Attorney dated 2z/4/03 registered Book 43.85 No. 841Executed by Tower Trust (NSW) Pty Limited A \$40 70 000 329 706

Sa Di Sar

This is sheet 9 of my plan of 10 sheets covered by subdivision certificate No. 16/2004 of 7Apri/2004

Annahya Yuka Surveyor registered under the Surveyors Act, 1929

For use where space is insufficient in any panel on Plan Form 2

THIS IS SHEET 129 OF DP 270215 AND IT REPLACES SHEETS 45-62 AND 93-12D AS REGARDS LOTS 31 AND 38 AND IS AN

ADDITIONAL SHEET
LOTS 39-45 INCLUSIVE ARE DEVELOPMENT
LOTS Reduction Ratio 1:

DP270215

**ADDITIONAL SHEET 129** 

Registered: # 10.6.2004

This is sheet 9 of my plan in 10 sheets dated I DEC 2003

Name of witness

PAUL MARTIN Name of Attorney

Warwick Bowyer Name of witness Signature of witness revocation of that Power of Attorney in the presence of who declare that they have not received any notice of the by its Attorneys under a Power of Attorney dated1 JULY Executed by Wirabay Limited 2002 registered Book 4357 No. 60 Name of witness of the revocation of that Power of Attorney in the who declare that they have not received any notice by its Attorneys under a Power of Attorney dated 5 SEPT Executed by Jacksons Landing Development Pty Limited presence of 2002 registered Book 4363 PAUL MARTIN Name of Attorney PAUL MARTIN GRAME Signature of Attorney Name of Attorney. Signature of Attorney No. 168 Meers

> Name of witness. Signature of witness revocation of that Power of Attomey in the presence of who declare that they have not received any notice of the 2002 registered Book 4357 No. 59 PAUL MARTIN Name of Attorney. Signature of Attorney

Executed by Limosa Pty Limited

SIGNATURES AND SEALS ONLY

by its Attomeys under a Power of Attomey dated 5 JULY

Executed by Reco Star Pte Limited
by its Attomeys under a Power of Attomey dated 10 JULY Signature of witness revocation of that Power of Attorney in the presence of who declare that they have not received any notice of the 2002 registered Book 4357 No.61 Signature of Attorney Want

DECUTED by TOWER Trust

NSW J Limited Trust

Outpitland Agronay in all 

Agriculture Trust

Agriculture Trus

rur use where space is insufficient in any panel on Plan Form 2

Name of witness. Signature of witness. of the revocation of that Power of Attorney in the who declare that they have not received any notice 9th March 2004 registered Book 4347 No. 232 by its Attorneys under a Power of Attorney dated Executed by Tower Trust (NSW) Pty Limited presence of Name of Attorney Signature of Attorney

This is sheet 3 of my plan of 4 sheets covered by subdivision certificate No. 33/2004 of 29 July 2004

Mandarghad

THIS IS SHEET 132 OF DP 270215 AND IT REPLACES SHEET 24 AS REGARDS LOT I4 AND IS AN ADDITIONAL SHEET

LOTS 46-53 INCLUSIVE ARE DEVELOPMENT

DP270215

ADDITIONAL SHEET 132

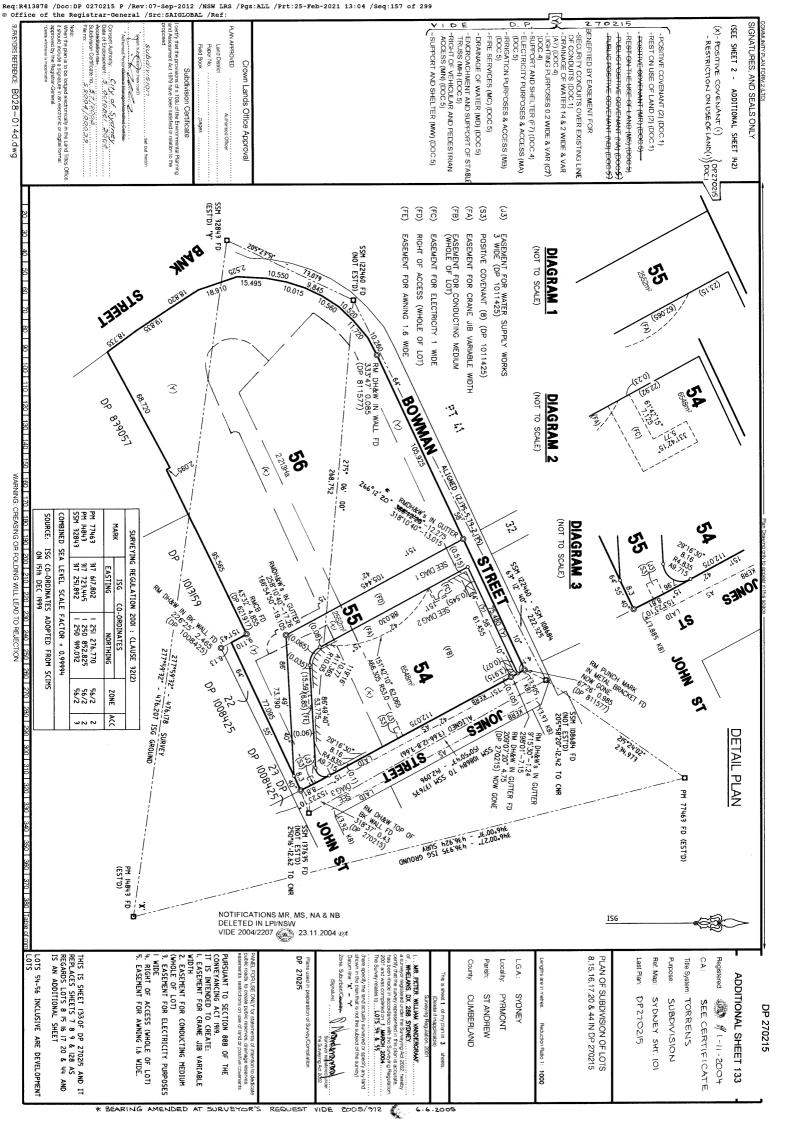
Registered: # 12-8-2004

This is sheet 3 of my plan in 4 sheets dated DEC 2003

Reduction Ratio 1: 1

B547-004.dwg

SURVEYORS REFERENCE:



3) SHIGHER
by its Attorneys under a Power of Attorney dated 5-JULY
2002 registered Book 4357.Nb/369 4937 Nb/363
who declare that they have not seen as the seen as Executed by Limosa Pty Limited SIGNATURES AND SEALS ONLY

of the revocation of that Power of Attorney in the Executed by Jacksons Landing Development Pty Limited presence of who declare that they have not received any notice by its Attorneys under a Power of Attorney dated ા SEPT 200≱qregistered Book 43634g{ No. 1685€} 景⊘

CHEKIE HUMET

Name of witness.

Signature of Attorney

Signature of witness.

alkur

Name of Attornes PAUL MARTIN

Signature of witness.

Name of witness.

Signature of Attorney

presence of

Signature of witness.

Name of witness.

Signature of Attorney

Property (12946)
Property (12946)
Name of Attorney, Series Agentistic

revocation of that Power of Attorney in the presence of who declare that they have not received any notice of the

CHERIE HUMEN

PAUL MARTIN

Name of Attorney

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

CHERIE HUMEN

Name of witness.

Name of witness.

Name of Attorney.

PAUL MARTIN/ DON CUTLER

CHERIE HUMEL

Signature of witness

Signature of Attorney

Signature of witness.

Signature of Attorney K. Want

Shan

revocation of that Power of Attorney in the presence of

who declare that they have not received any notice of the

2002 registered Book 4357 No. 60

by its Attorneys under a Power of Attorney dated 3 JULY

Executed by Wirabay Limited

PAUL MARTIN/ PON CHTLE Name of Attorney.

> of the revocation of that Power of Attorney in the who declare that they have not received any notice by its Attorneys under a Power of Attorney dated 22 APRILIPS 9 MARCH 2002 registered Book 4347 No. 282 874 Executed by Tower Trust (NSW) Pty Limited

> > Hegistered: ( 1-11-200 H This is sheet 2 of my plan in 3 sheets dated 1 MARCH 2004

ADDITIONAL SHEET 134

DP 270215

20027

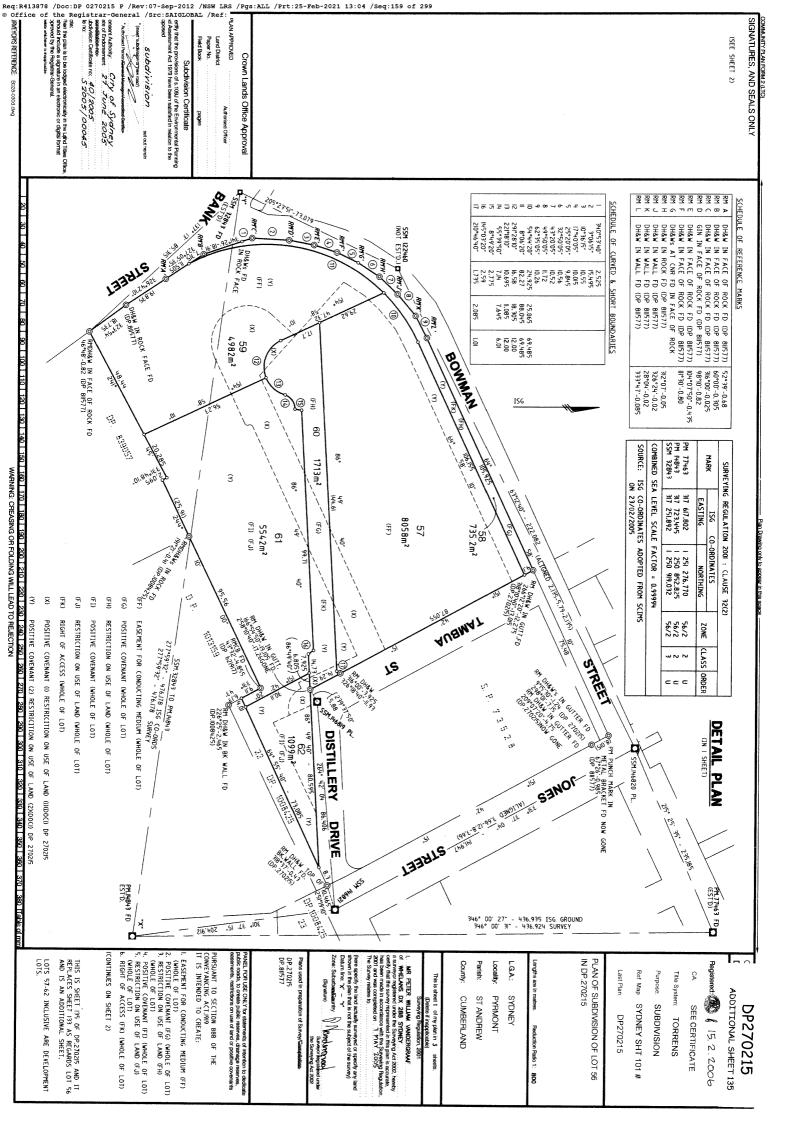
This is sheet **2** of my plan of **3** sheets covered by subdivision certificate No. 57/2004 of 5 Dc105er 2004

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1: 1 THIS IS SHEET 134 OF DP 270215 AND IS AN ADDITIONAL SHEET

SURVEYORS REFERENCE:

B028-016.dwg



Signature of Attorney

Signature of Attorney

RANISHA CARCE So book.

No 1 Distilled Some

vame of witness.

Name of Attorney.

No Distrentine

Name of withess.

Name of Attorney

W. Bowy

RANISHA CUARTE

M. Bowye

## SIGNATURES AND SEALS ONLY

by its Attorneys under a Power of Attorney dated 5-JULY 2002 registered Book 4357 No. 59 % who declare that they have not received any notice of the Executed by Limosa Pty Limited revocation of that Power of Attorney in the presence of

by its Attorneys under a Power of Attorney dated 5-SEPT.

Executed by Jacksons Landing Development Pty Limited

Signature of Attorney

Moun

presence of

of the revocation of that Power of Attorney in the who declare that they have not received any notice 2002 Tregistered Book 4363 4460 No. 168 95

Signature of witness

Signature of Attorney

W. Gowyes

Name of Attorney. STATE THEFT

No ( Distilland Drue Name of withess. Tract

Not Distilling Dowe,

Vame of witness

Name of Attorney

DOWACK:

KANISHA CANIS Se Dock

by its Attorneys under a Power of Attorney dated 3 JULY 2002 registered Book 4557 No. 68  $\,\%^\circ$ 

Executed by Wirabay Limited

revocation of that Power of Attorney in the presence of who declare that they have not received any notice of the

> by its Attomeye under a Power of Attomey dated 9 MARCH 2002 registered Book 4347 No. 232 who declare that they have not received any notice of the revocation of that Power of Attorney In the Executed by Tower Trust (NSW) Pty Limited presence of

Signature of Attorney.

This is sheet 2 of my plan of subdivision certificate No. **40** of **2005** 

Name of witness Name of Attorney

Executed by Australian First Executor Trustees of the revocation of that fower of Attorney in uno declare that they have not received any notice 31 January 2005 registered 800K 4449 NO. 608 by its Attorneys under a fower of Attorney dated the presence of

who declare that they have not received any notice of the by its Attorneys under a Power of Attorney dated 10-JULY 2002 registered Book 4357 No.61 %%

revocation of that Power of Attorney in the presence of

Executed by Reco Star Pte Limited

8 JUNE

Signiture of witness

Name of witness

Strant Howard Name of Attorney YUDANE DADICE

For use where space is insufficient in any panel on Plan Form 2

1. RIGHT OF ACCESS 4, 4.8 METRES WIDE AND VARIABLE WIDTH (DP1008189) (FROM SHEET 1)
IT IS INTENDED TO RELEASE:-

3. RIGHT OF VEHICULAR AND PEDESTRIAN ACCESS (MN) (DOC 5) (DP270215) 2. EASEMENT FOR SUPPORT 4.97 METRES WIDE (K3) (DP1011425)

4. RIGHT OF ACCESS (FD) (DOC 9) (DP 270215)

SURVEYORS RETERBOOK

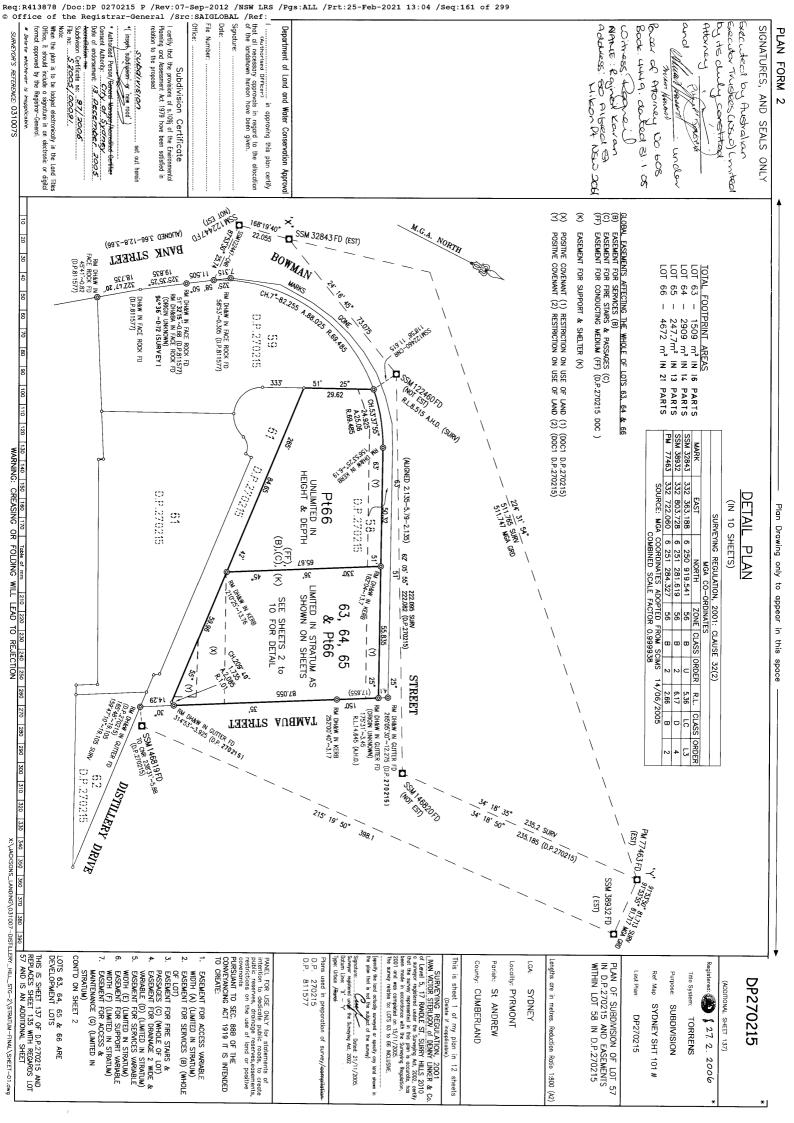
THIS IS SHEET 136 OF DP 2702F5 AND IS AN ADDITIONAL SHEET

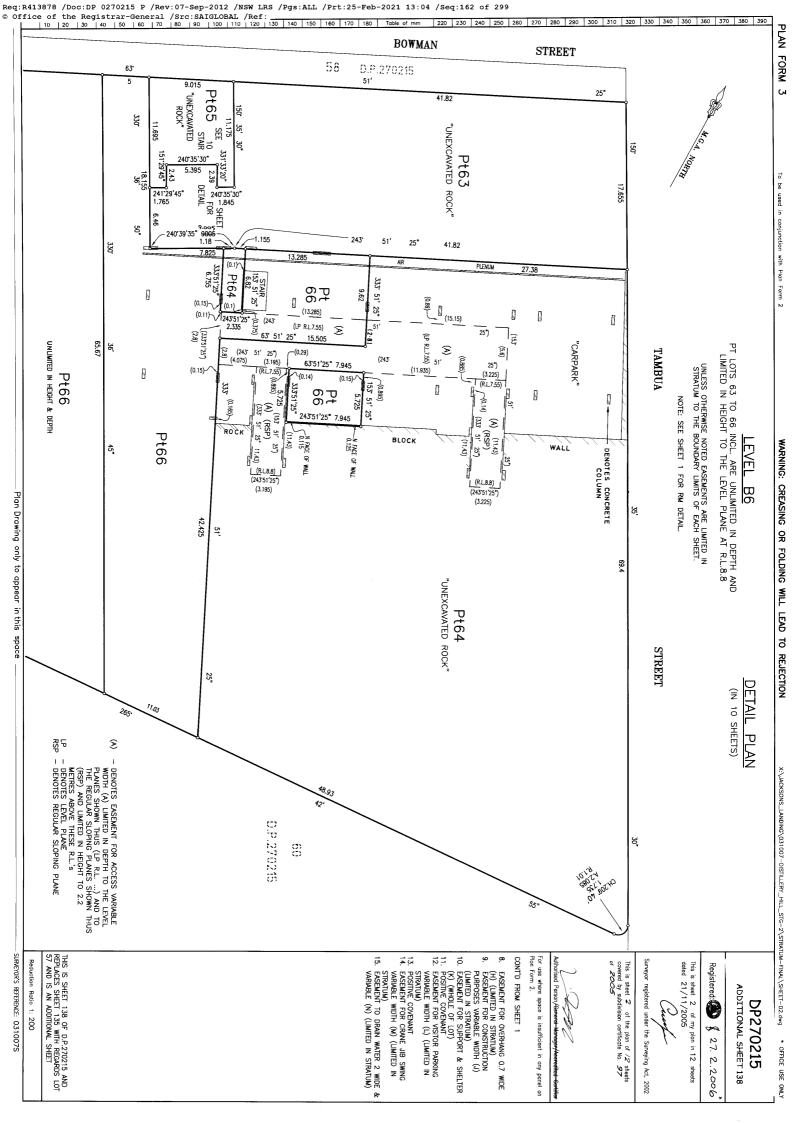
DP270215

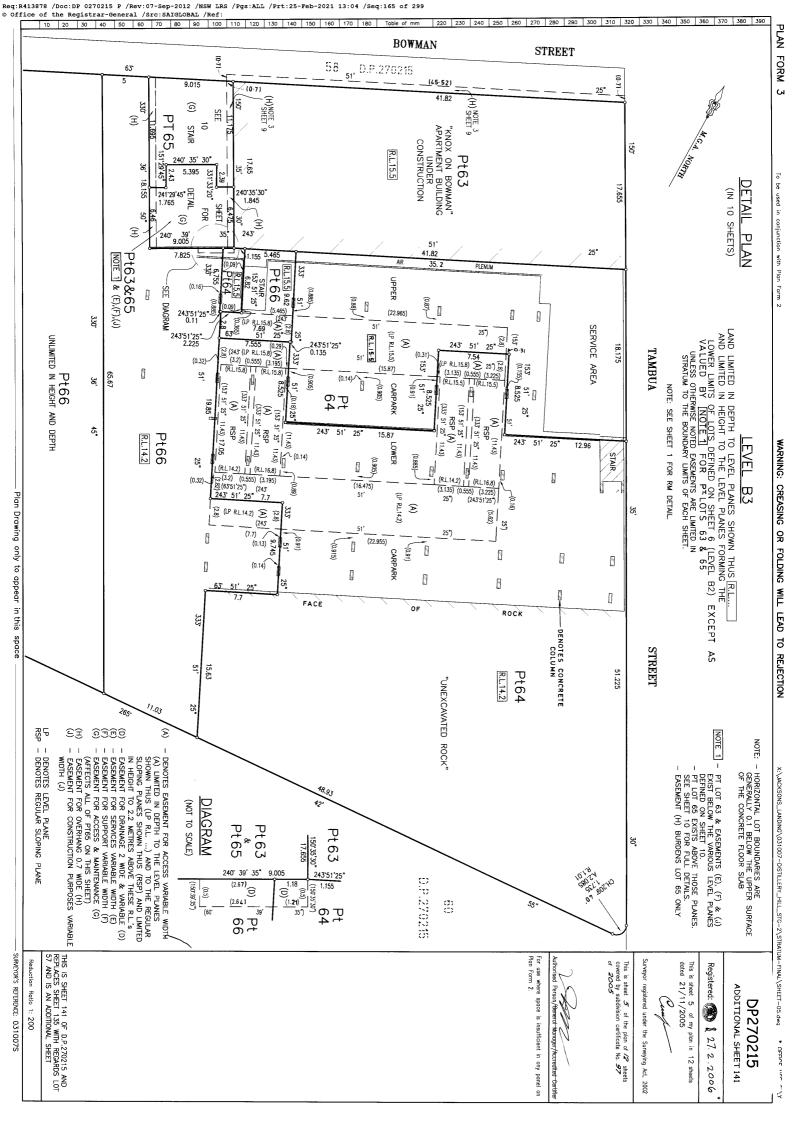
ADDITIONAL SHEET 136

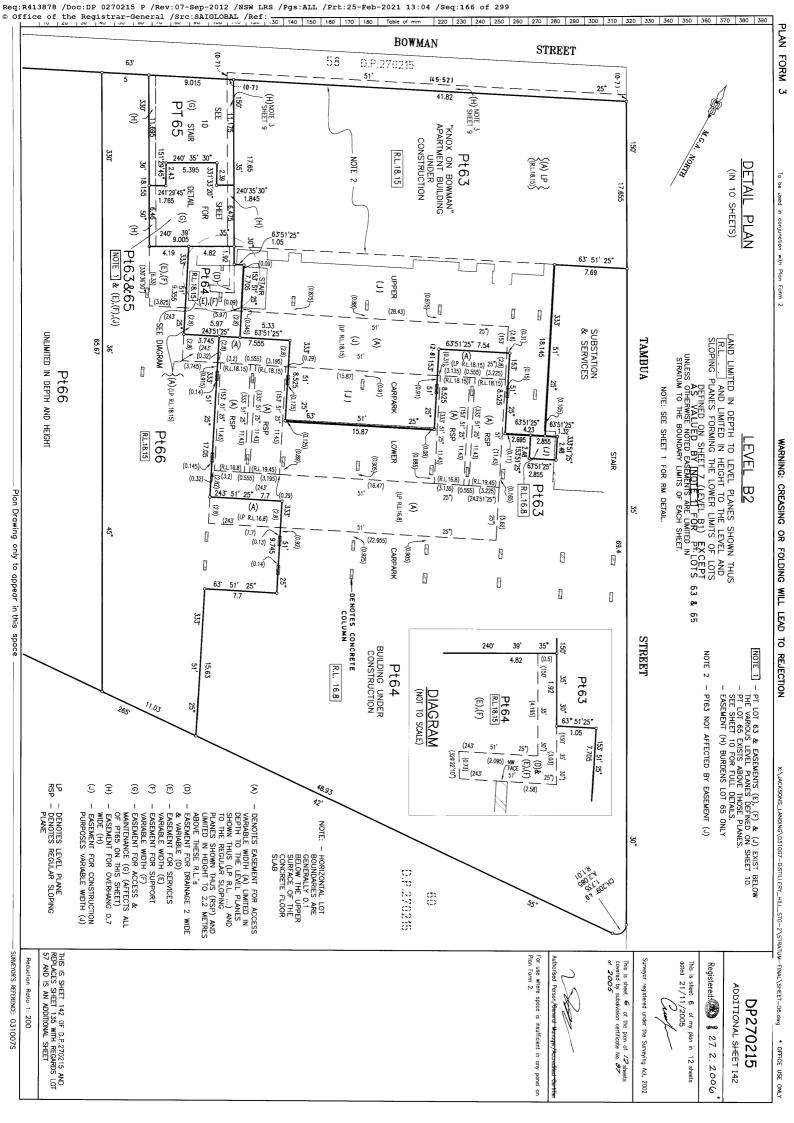
Registered 15, 2, 2006

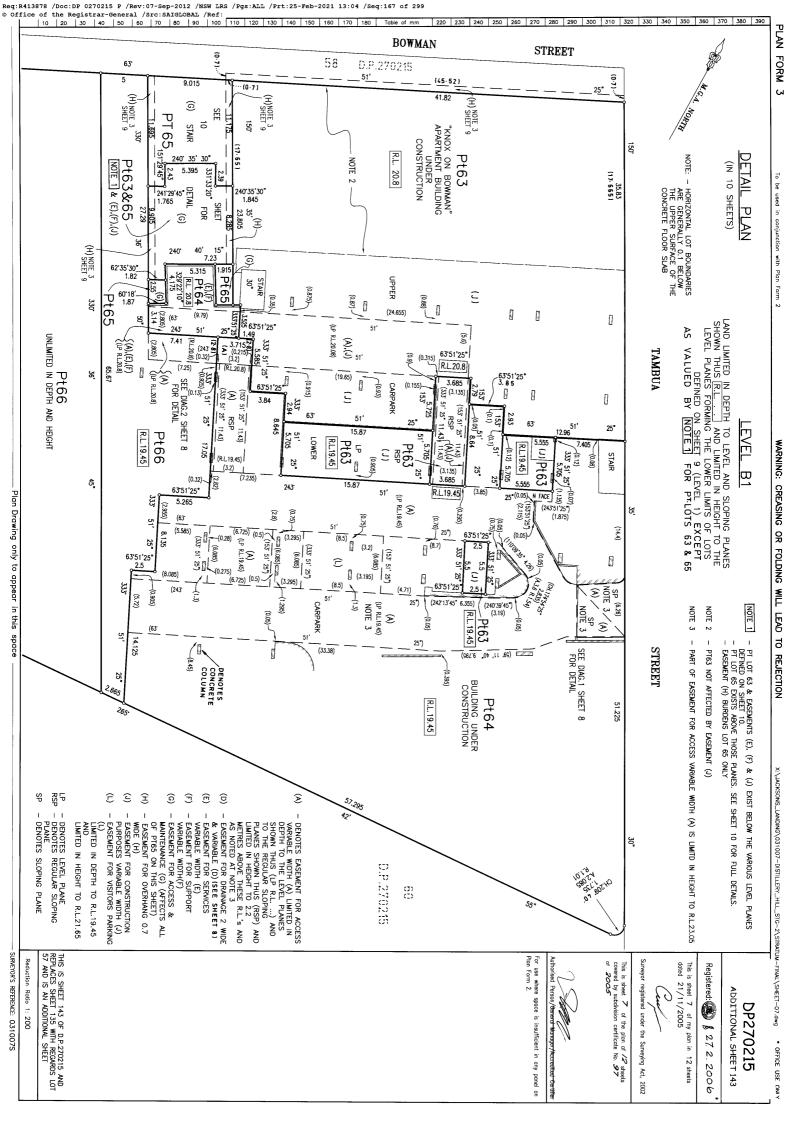
This is sheet 2 of my plan in 3 sheets dated 7 MAY 2005

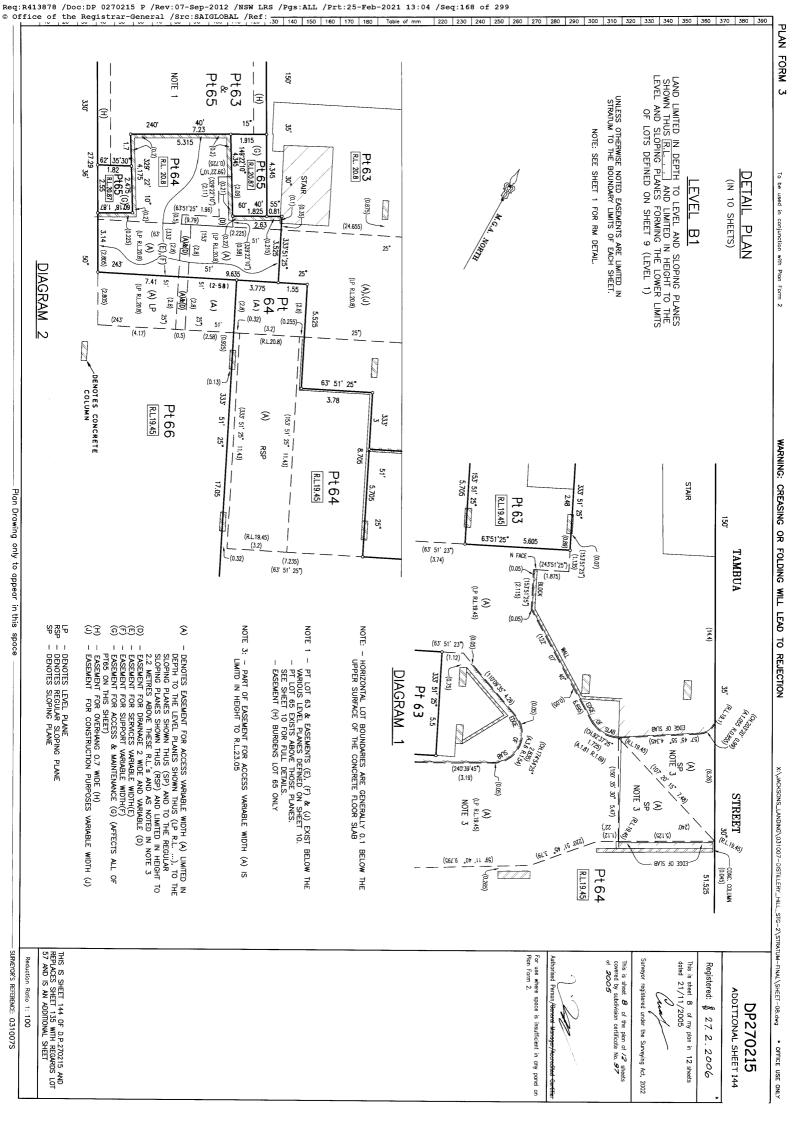












(0.01)

(0.01)

SE

330 11.175

Ã.

6.7

(0.7

(6.79)

(G),(H)

(G),(H),(N)

35 36 36 2.015 (6),(H) 4.18

STONE

0.17

Pt63

16.3 16.31 LP48 20.515 20.525

(60°35′ | 30°′) (1.365)

RSP 1

9.015

Pt65

<u>ල</u>

NOTE 1

<u>ତ</u>

(G),(N)

LP R.L13.865 CONC.R.L. 13.855

NOTE 2

RL 19-525+

(2)

ତ RSP3BOUNDARY OF PT LOT 65 IS LIMITED TO 0.01 METRES OUTSIDE THE CONCRETE STRUCTURE

DIAGRAM NOT TO SCALE

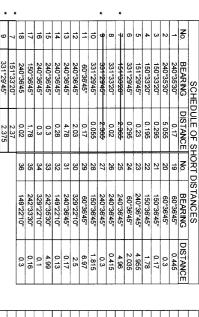


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN (IN 10 SHEETS)

NOTE: SEE SHEET 1 FOR RM DETAIL

Pt 65



| LP64 22.77 22.78<br>LP65 22.94 22.95<br>LP66 23.11 23.12<br>LP67 23.28 23.29<br>LP68 23.45 23.46<br>LP69 23.65 23.45<br>LP70 23.79 23.8 | 20<br>20.175                | 19.99<br>20.165 | LP45<br>LP46 | 15.785<br>15.96 | 15.95      | LP22 |
|---|-----------------------------|-----------------|--------------|-----------------|------------|------|
| 22.77<br>22.94<br>23.11<br>23.28<br>23.45<br>23.62  | 20                          | 19.99           | LP45         | 15.785          | 20.7.20    |      |
| 22.77<br>22.94<br>23.11<br>23.28<br>23.45   |                             |                 |              |                 | 15 775     | LP21 |
| 22.77<br>22.94<br>23.11<br>23.28  | 19.825                      | 19.815          | LP44         | 15.61           | 15.6       | LP20 |
| 22.77<br>22.94<br>23.11   | 19.65                       | 19.64           | LP43         | 15.435          | 15.425     | LP19 |
| 22.77<br>22.94  | 19.525                      | 19.515          | LP42         | 15.26           | 15.25      | LP18 |
| 22.77   | 19.3                        | 19.29           | LP41         | 15.085          | 15.075     | LP17 |
|   | 19.125                      | 19.115          | LP40         | 14.91           | 14.9       | LP16 |
| LP63 22.6 22.61   | 18.95                       | 18.94           | LP39         | 14.735          | 14.725     | LP15 |
| LP62 22.43 22.43  | 18.775                      | 18.765          | LP38         | 14.56           | 14.55      | LP14 |
| LP61 20.865 20.875  | 18.6                        | 18.59           | LP37         | 14.385          | 14.375     | LP13 |
| LP60 20.875 20.885  | 18.425                      | 18.415          | LP36         | 14.21           | 14.2       | LP12 |
| LP59 22.315 22.325  | 18.25                       | 18.24           | LP35         | 14.035          | 14.025     | P11  |
| LP58 22.315 22.325  | 18.075                      | 18.065          | LP34         | 13.915          | 13.905     | P10  |
| LP57 22.09 22.1   | 17.9                        | 17.89           | LP33         | 13.915          | 13.905     | LP9  |
| LP56 21.915 21.925  | 17.725                      | 17.715          | LP32         | 13.695          | 13.685     | -    |
| LP55 21.74 21.75  | 17.55                       | 17.54           | LP31         | 13.525          | 13.515     | LP7  |
| LP54 21.565 21.575  | 17.375                      | 17.365          | LP30         | 13.355          | 13.345     | LP6  |
| LP53 21.39 21.4   | 17.2                        | 17.19           | LP29         | 13.185          | 13.175     | LP5  |
| LP52 21.215 21.225  | 17.025                      | 17.015          | LP28         | 13.015          | 13.005     | F4   |
| LP51 21.04 21.05  | 16.85                       | 16.84           | LP27         | 12.854          | 12.835     | LP3  |
| LP50 20.865 20.875  | 16.71                       | 16.7            | LP26         | 12.675          | 12.665     | LP2  |
| LP49 20.69 20.7   | 16.485                      | 16.475          | LP25         | 12.505          | 12.495     | P1   |
| No. Conc. R.L. Bdy R.L  | Bdy R.L.                    | Conc. R.L.      | No.          | Bdy R.L.        | Conc. R.L. | ē    |
|   | FABLE OF LEVEL PLANE R.L.'S | OF LEVEL F      | ABLE (       |                 |            |      |

| =                | 12 8                                   |  | •        |
|------------------|--|--|----------|
| 3.73             | .65 NO                                 | 00000000000000000000000000000000000000   | \        |
| 60°              | _                                      | 3.765 RL1947   | (0.015)— |
| 8 LP58 3.445     | 36° 45″<br>2.035 RL<br>2.325           | NOTE 2] (G), (H) (G), (H) (NOTE 2) (NOT | waii     |
| 3.445 (G),(H) 24 | <br> <br>  35' 30*<br>  1.975 &        | 2.45° (G),(H)  R.122.275  R.122.275  R.122.275   |          |
| (G),(H) 2.55     | 149 22 10<br>RSP7 2.475<br>NOTE 2 LP61 | NOTE 2   |          |
|                  |  | 9 9 1969 SE 1  |          |
| ₹ (G).(H) 3.62   | 28' 30<br> <br>                        | (6) NOTE 23.84 23.79   |          |
| 3.62             | <br> <br>  240°                        | (6),(H)<br>100,(H)<br>100,(H)  | 30"      |
|                  |  | JOINT LINE 9.01 LEVEL 1  | 1        |
|                  |  |  |          |
|                  |  |  | /A       |

|      |        |       |        |       |        |       |        |        |        |        |        |       |        |       |        |       |        |       |        | L      |            | ١, |
|------|--------|-------|--------|-------|--------|-------|--------|--------|--------|--------|--------|-------|--------|-------|--------|-------|--------|-------|--------|--------|------------|----|
| 3    | 19.815 | 19.64 | 19.515 | 19.29 | 19.115 | 18.94 | 18.765 | 18.59  | 18.415 | 18.24  | 18.065 | 17.89 | 17.715 | 17.54 | 17.365 | 17.19 | 17.015 | 16.84 | 16.7   | 16.475 | Conc. R.L. |    |
| 8    | 19.825 | 19.65 | 19.525 | 19.3  | 19.125 | 18.95 | 18.775 | 18.6   | 18.425 | 18.25  | 18.075 | 17.9  | 17.725 | 17.55 | 17.375 | 17.2  | 17.025 | 16.85 | 16.71  | 16.485 | Bdy R.L.   | 1  |
| -    | LP68   | LP67  | LP66   | LP65  | LP64   | LP63  | LP62   | LP61   | LP60   | LP59   | LP58   | LP57  | LP56   | LP55  | LP54   | LP53  | LP52   | LP51  | LP50   | LP49   | No         | ١  |
| 200  | 23.45  | 23.28 | 23.11  | 22.94 | 22.77  | 22.6  | 22.43  | 20.865 | 20.875 | 22.315 | 22.315 | 22.09 | 21.915 | 21.74 | 21.565 | 21.39 | 21.215 | 21.04 | 20.865 | 20.69  | Conc. R.L. |    |
| 200  | 23.46  | 23.29 | 23.12  | 22.95 | 22.78  | 22.61 | 22.43  | 20.875 | 20.885 | 22.325 | 22.325 | 22.1  | 21.925 | 21.75 | 21.575 | 21.4  | 21.225 | 21.05 | 20.875 | 20.7   | Bdy R.L.   |    |
|      |        |       |        |       |        |       |        |        |        |        |        |       |        |       |        |       |        |       |        |        |            |    |
| PI A |        |       |        |       |        |       |        |        | Т      |        | . –    |       |        |       |        | П     |        |       |        |        |            |    |

For use where space is insufficient in any panel on Plan Form 2.

of 2005 This is sheet 10 of the plon of 12 sheets covered by subdivision certificate No. 97

Surveyor registered under the Surveying Act, 2002 dated 21/11/2005

Registered: \$\infty \geg 27. 2.2006

This is sheet 10 of my plan in 12 sheets

ADDITIONAL SHEET 146 DP270215

X:\JACKSONS\_LANDING\031007-DISTILLERY\_HILL\_STG-2\STRATUM-FINAL\SHEET-10.dwg \* OFFICE USE ONLY

PT65 AT RSP IS LIMITED IN DEPTH TO THE R.L.'s SHOWN BELOW:

NOTE 2 -

(2.56)

63

(G),(H),(N)

11.695

(G),(H)

2.22 (G),(H)

LP26

3.62 5

P R.L 16.66 NOTE 2 42 CONC.R.L. 16.65 (G) 15.46 (G),(H) 3.73

0.17

36

JOINT LINE LEVELS B2, B3

RSP2

Pt66 IN DEPTH AND HEIGHT LEVELS IN DEPTH AND HEI

150

BETWEEN R.L.12.505 AND R.L.13.915
BETWEEN R.L.12.505 AND R.L.13.915
BETWEEN R.L.13.605 AND R.L.16.71
BETWEEN R.L.13.605 AND R.L.19.525
BETWEEN R.L.19.475 AND R.L.23.84
BETWEEN R.L.22.275 AND R.L.23.84
BETWEEN R.L.22.275 AND R.L.23.84

AND TABLE OF R.L.'s.
PT LOT 65 IS UNLIMITED IN HEIGHT.

lan Drawing only to appear in this space

& PLANTERS (VIDE DIAGRAM 1).
PT LOT 65 IS DEFINED BY THE NOTED LEVEL, SLOPING & REGULAR SLOPING PLANES FORMED BY THE DIMENSIONED LINES PT LOT 65 IS LIMITED TO 0.01 METRES OUTSIDE THE CONCRETE STRUCTURE FORMING THE BASE OF THE STAIRS, LANDINGS, HOBS

> $\widehat{\Xi}$ Ê

- EASEMENT FOR DRAINAGE 2 WIDE & VARIABLE (D)
- EASEMENT FOR SERVICES VARIABLE WIDTH (E)
- EASEMENT FOR SUPPORT VARIABLE WIDTH (F)
- EASEMENT FOR ACCESS & MAINTENANCE (G) LIMITED IN STRATUM VIDE NOTE 4 SHEET 9
- EASEMENT FOR OVERBANG 0.7 WIDE (H) LIMITED IN STRATUM VIDE NOTE 3 SHEET
- EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE (N)

RSP — DENOTES REGULAR SLOPING PLANE

THIS IS SHEET 146 OF D.P.270215 A REPLACES SHEET 135 WITH REGARDS 57 AND IS AN ADDITIONAL SHEET

SIGN

SURVEYOR'S REFERENCE: 031007S

Reduction Ratio 1: 75

99E

Name of Witness

Signature of Attorney Name of Attorney

Signature of witne Name of Witness

Signature of Attorney

Korrer Heck

Revisable Signature of Attorney

Name of Attorney

No DISMET DAY Annat Kisus 200

Name of Witness

Signature of Attorney

Rundelles Name of Attorney

Name of Attorney

No Distiller Block Name of Witness

privat Nisus Zapa

Executed by Wirabay Limited by its Attorneys under a Power of Attorney dated 3 July 2002 registered Book 4357 No 60 in the

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

presence of

PLAN FORM 3

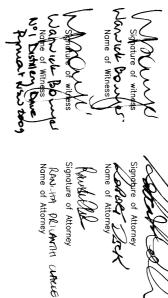
SIGNATURES AND

SEALS

ONLY

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

Executed by Jacksons Landing Development Pty Limited by its Attorneys under or Attorney dated 5 Sept 2002 registered Book 4363 No 168 in the presence of



Signature of Attorney Romandel Name of Attorney

signature of witness

Nome of Witness No. 1 Deallery Dele Name of witness mony re of witness

Signature of Attorney Roudelle

Name of Attorney

Signature of Attorney

CANISHY PRILAMPHI CLARCES

Name of Attorney

Signature of witness to a company

Paviolity RAPPAN
Name of Witness
80 ALFRED ST
MILESPIS PT NEW 2019!

Signature of witness RANCEL KARPEL Name of Witness

Name of Attorney Signature of Attorney COLLEGE GOLLAND Clua Gerra (NSW) Limited by its Attorneys under a Power of Attorney Book 44440 60% and who declare that they have not received any notice of the revovation of that Power of Attorney in the presence of:

Executed by Australian Executor Trustees

This is sheet /2 of the plan of /2 sheets covered by subdivision certificate No. 97 of 2005

Surveyor registered under the Surveying Act, 2002

doted 21/11/2005

This is sheet 12 of my plan in 12 sheets Registered: 8 27. 2. 2006

Name of Attarney

Signature of Attorney

For use where space is insufficient in any panel on Plan Form 2.

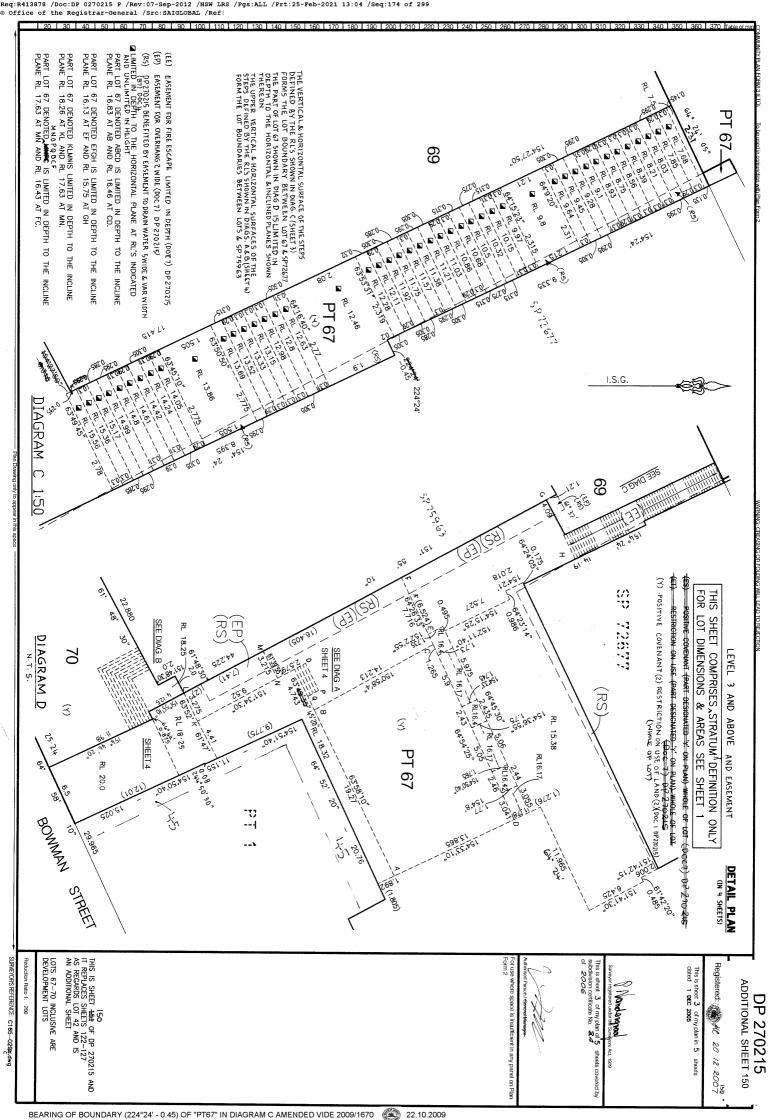
Reduction Ratio 1:

DP270215

ADDITIONAL SHEET 147

SURVEYOR'S REFERENCE: 031007S

Plan Drawing only to appear in this space



DP270215

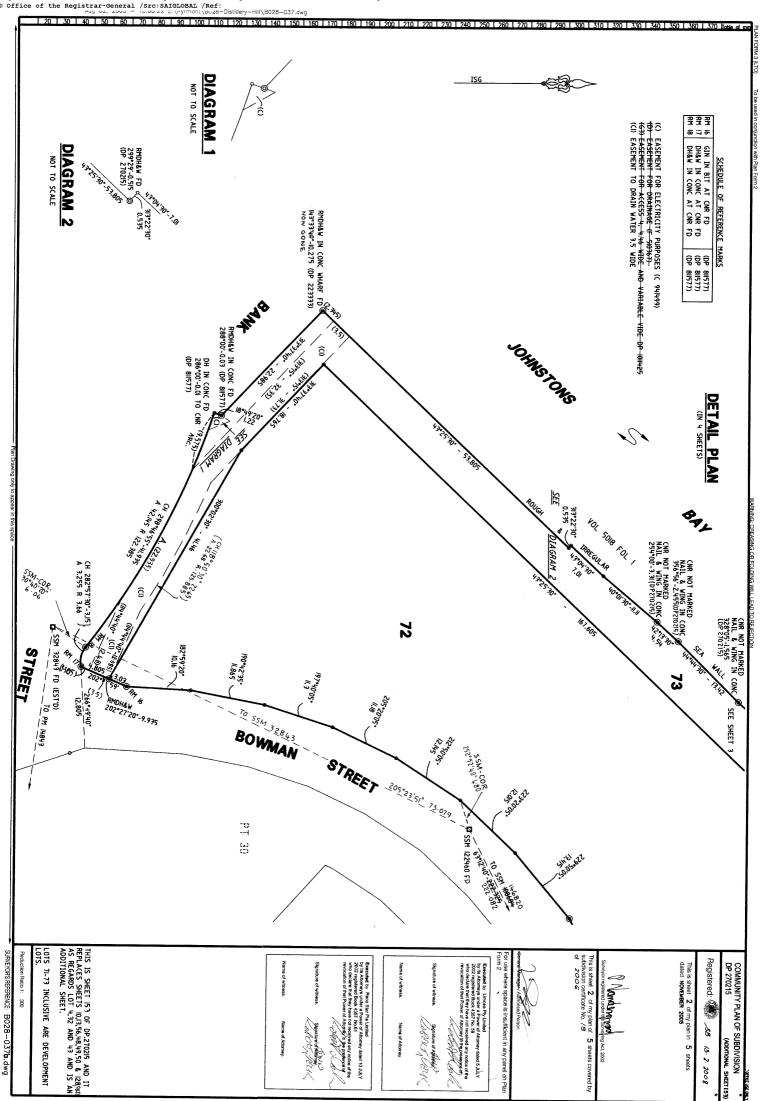
SHEET 152

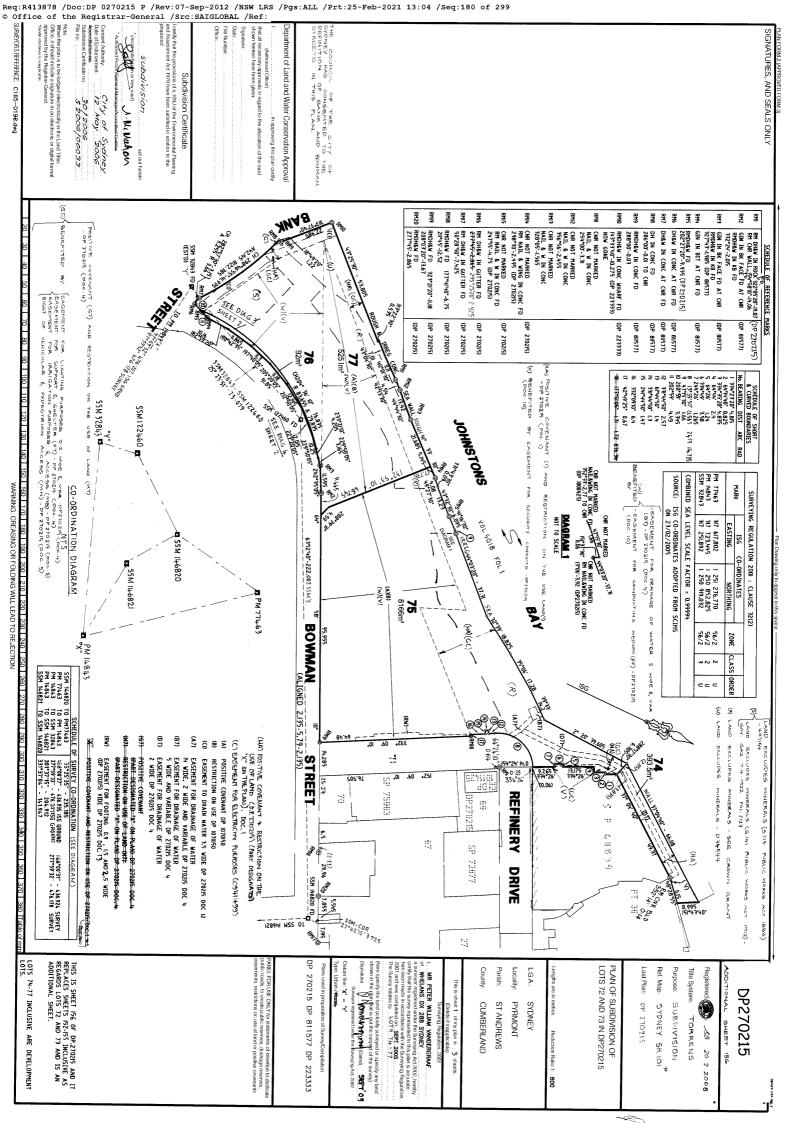
8

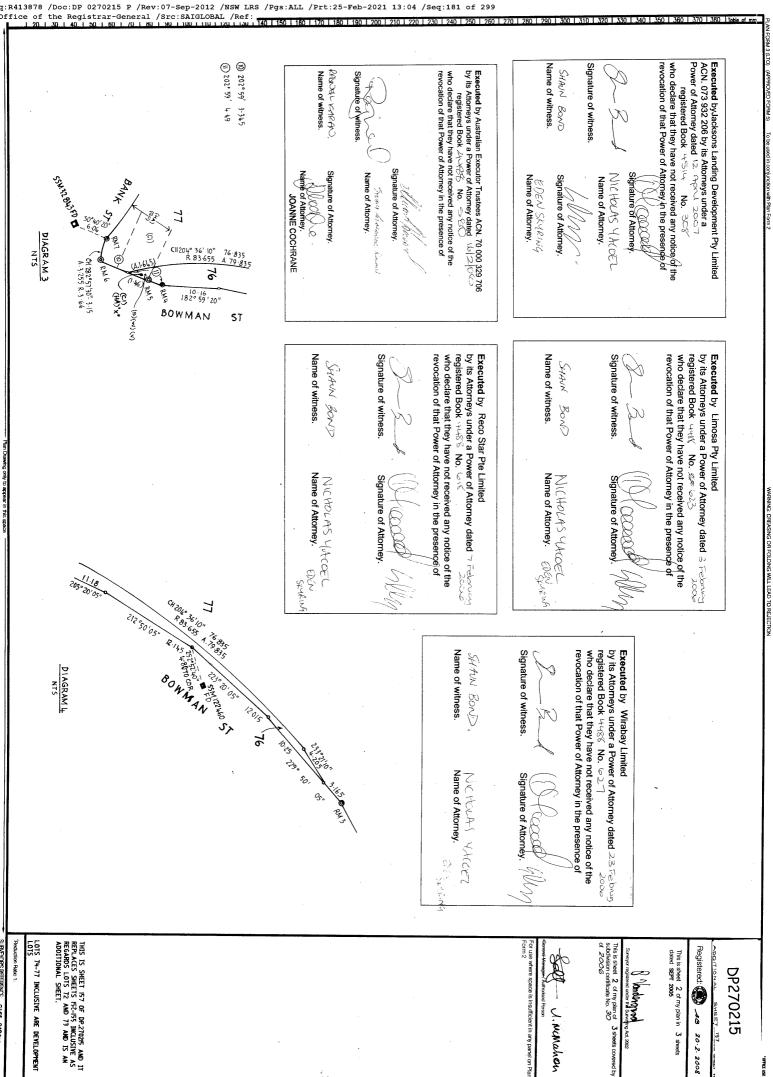
I) EASEMENT FOR SEWER RISING MAIN (WHOLE OF LOT) (RM)

CASEMENT TO DRAIN WATER 3.5 WIDE

3) EASEMENT FOR FOOTING 0.9, 1.5 AND 2.5 WIDE (RW)

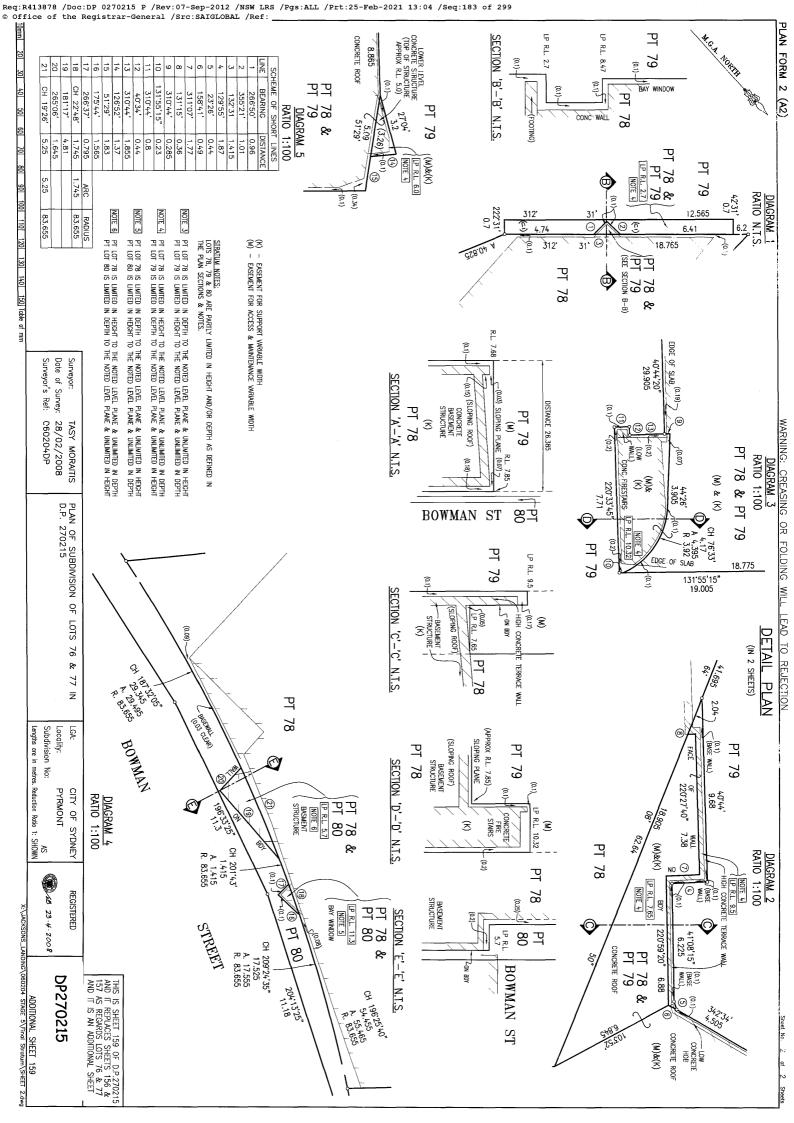


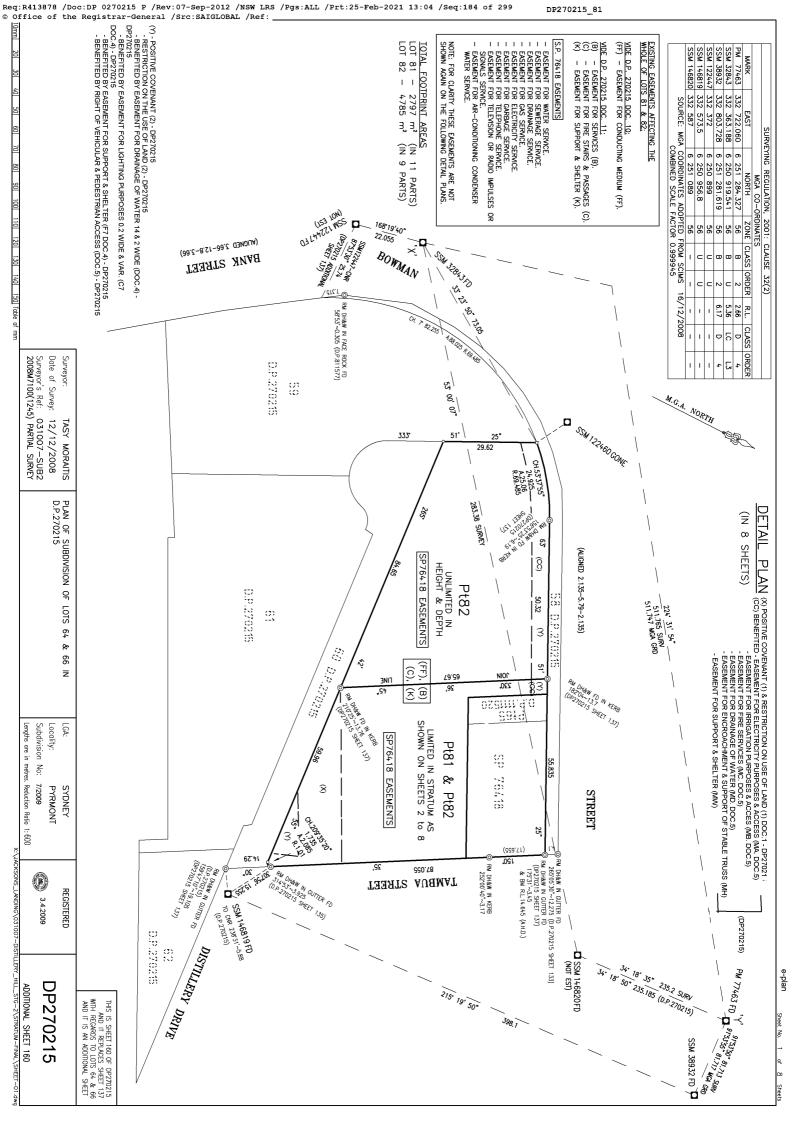


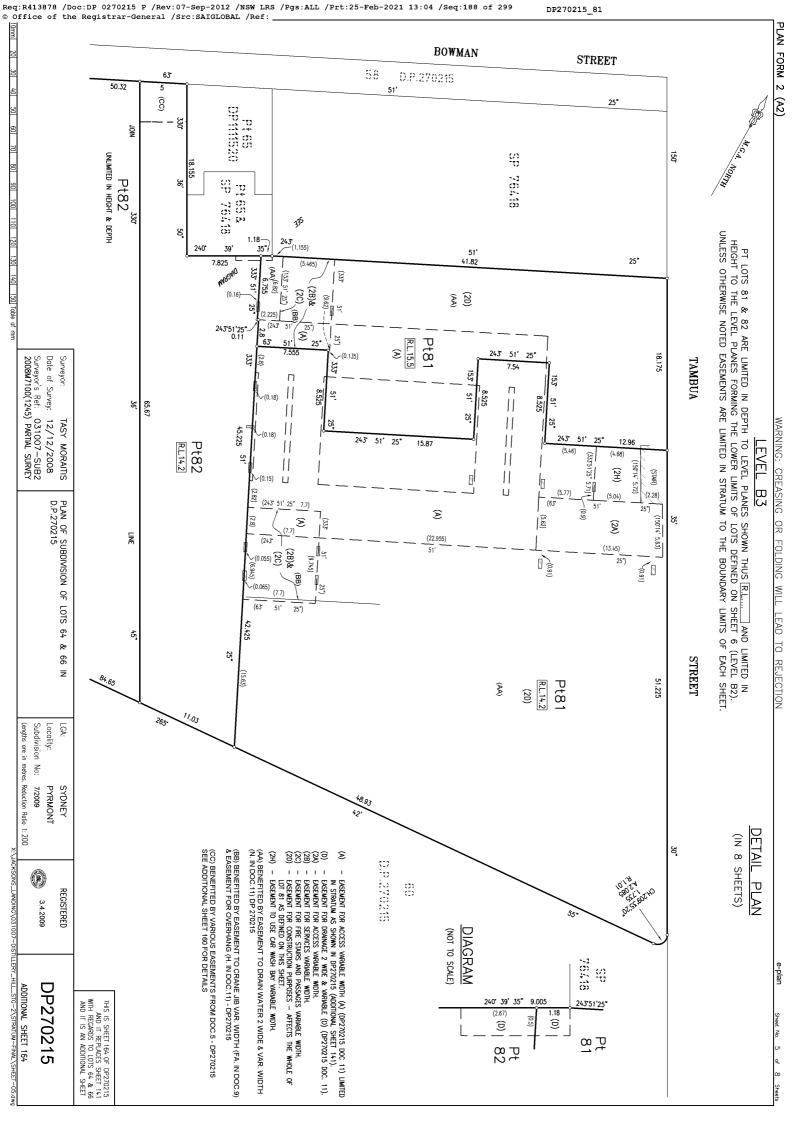


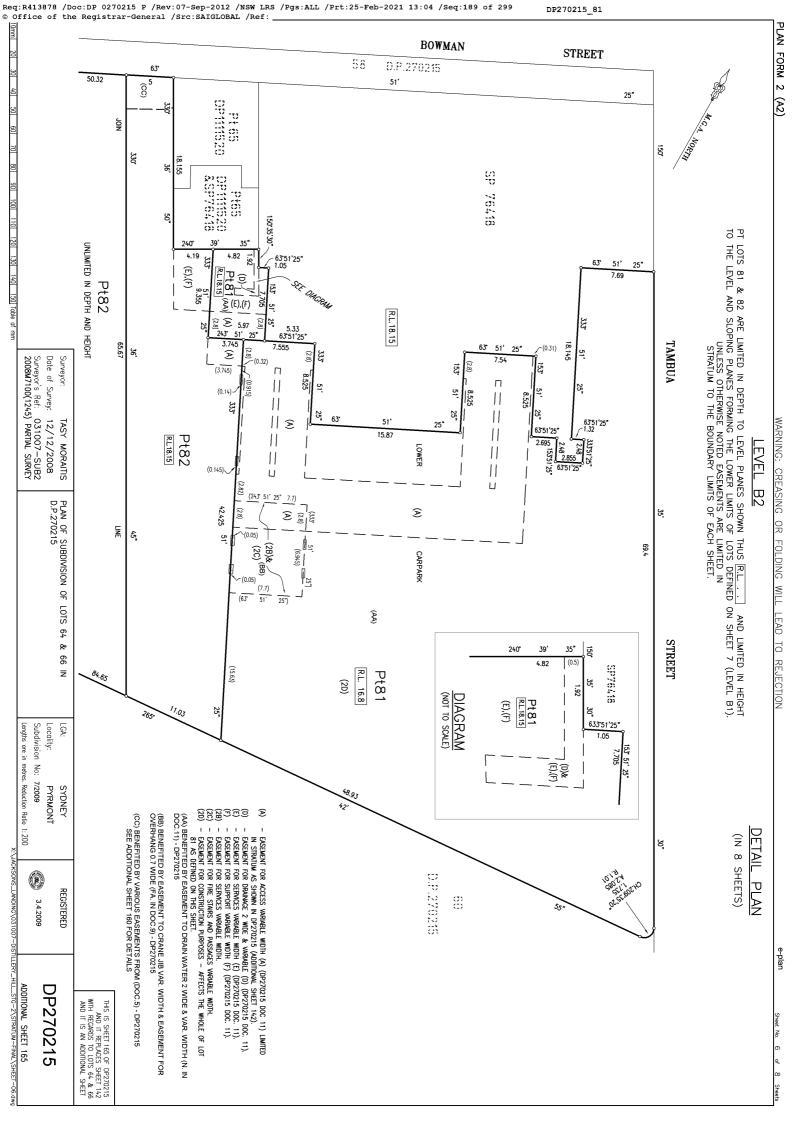
URVEYORS REFERENCE: C165-048dwg

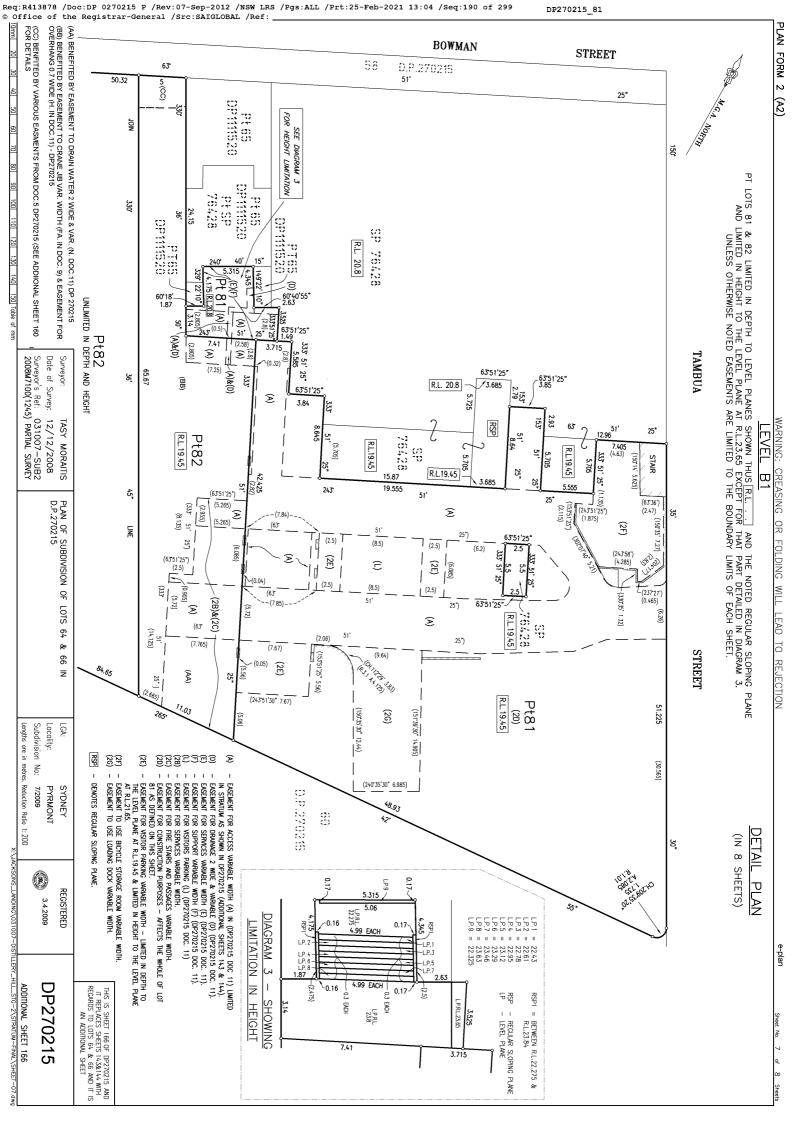
AB 20.2.2008

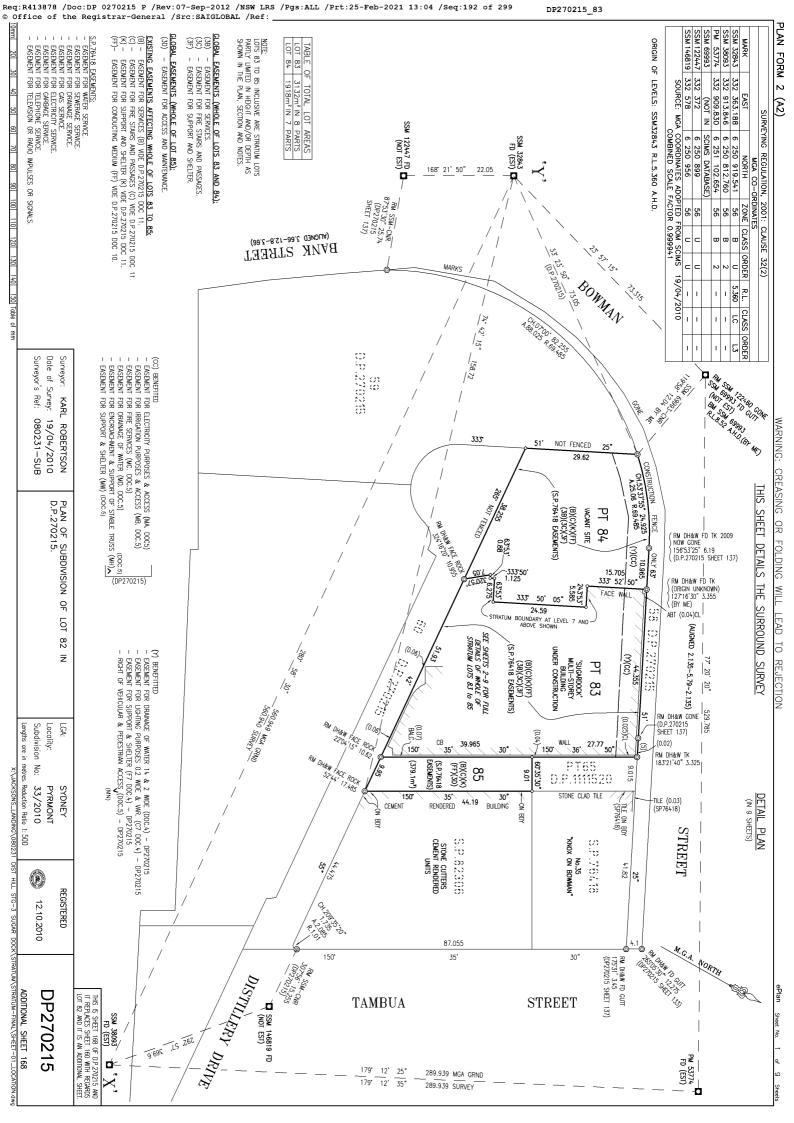


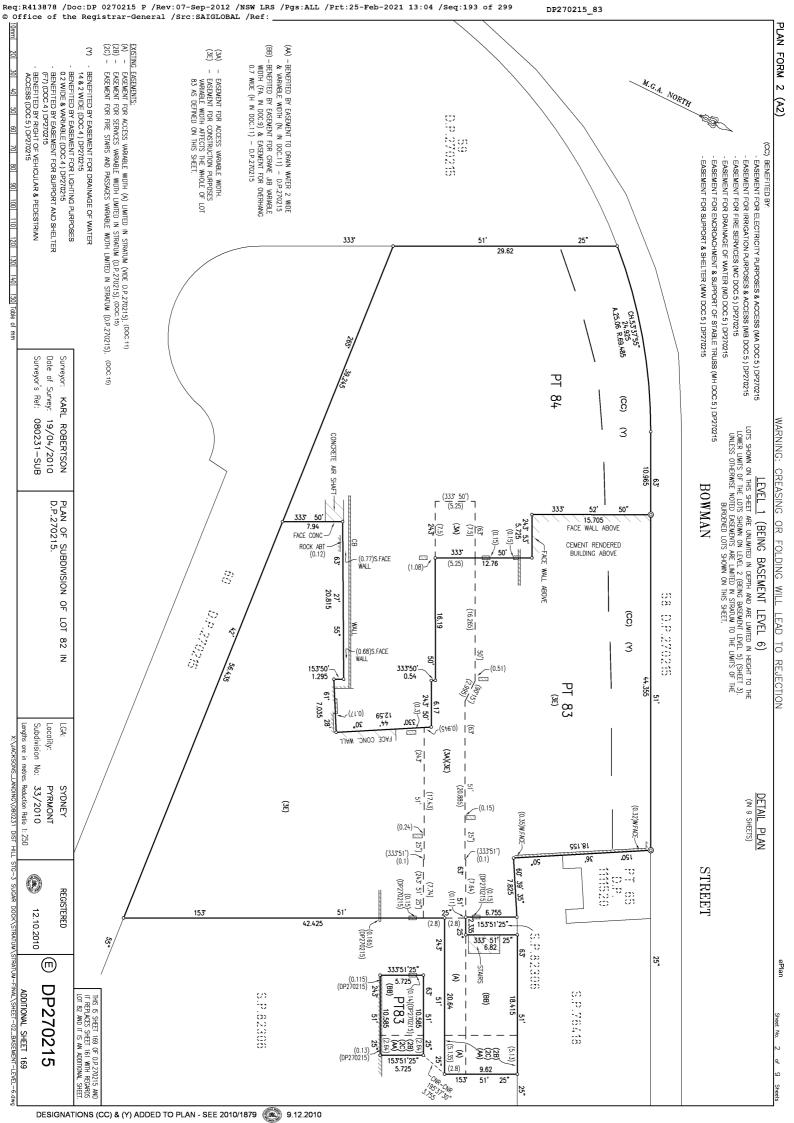


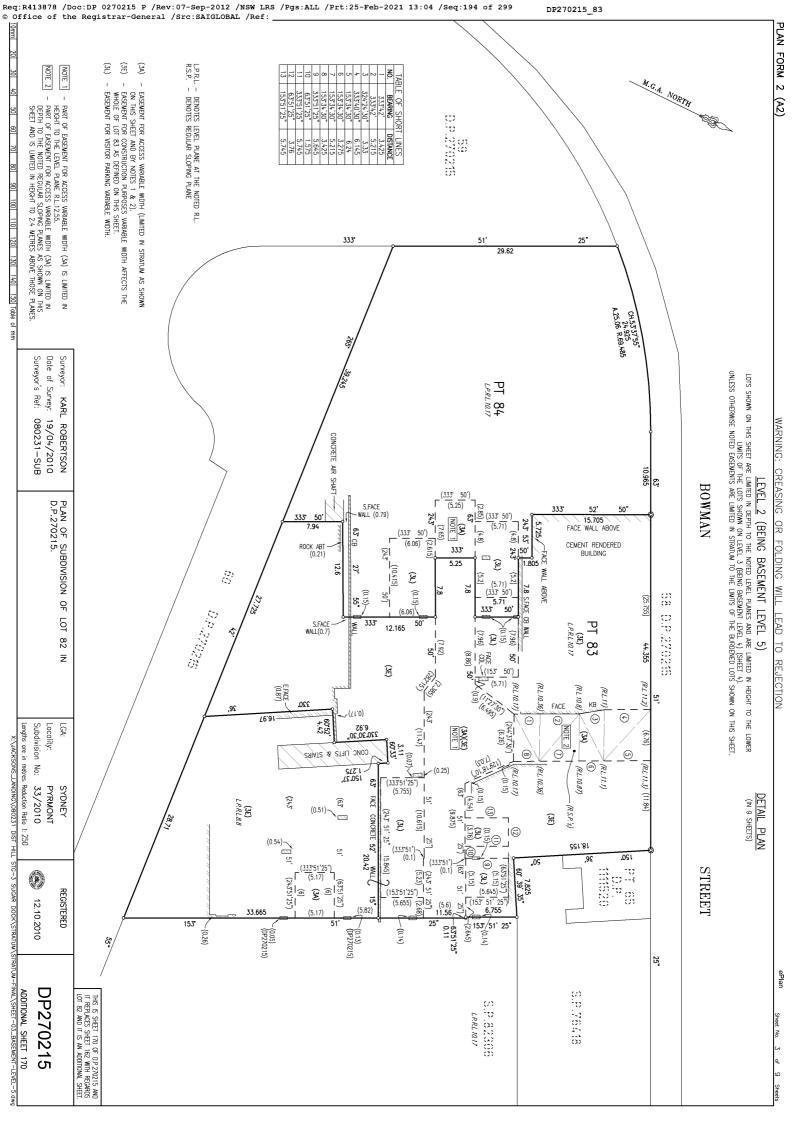


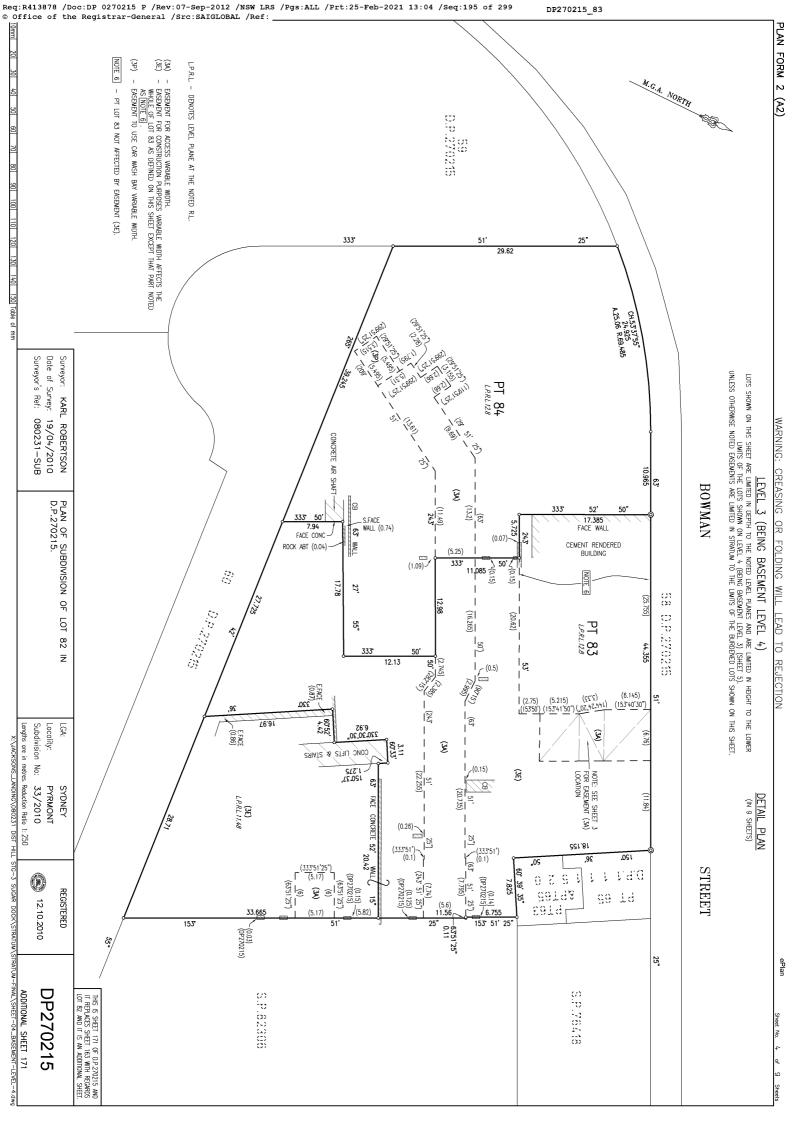


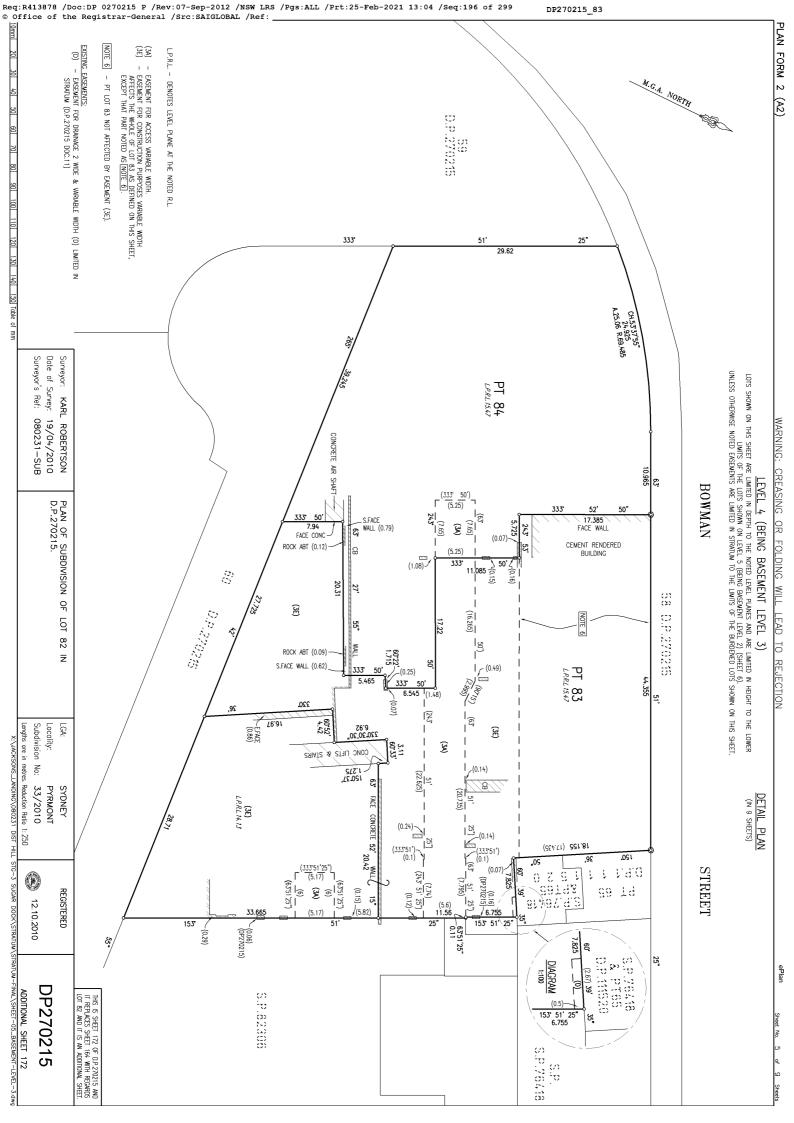


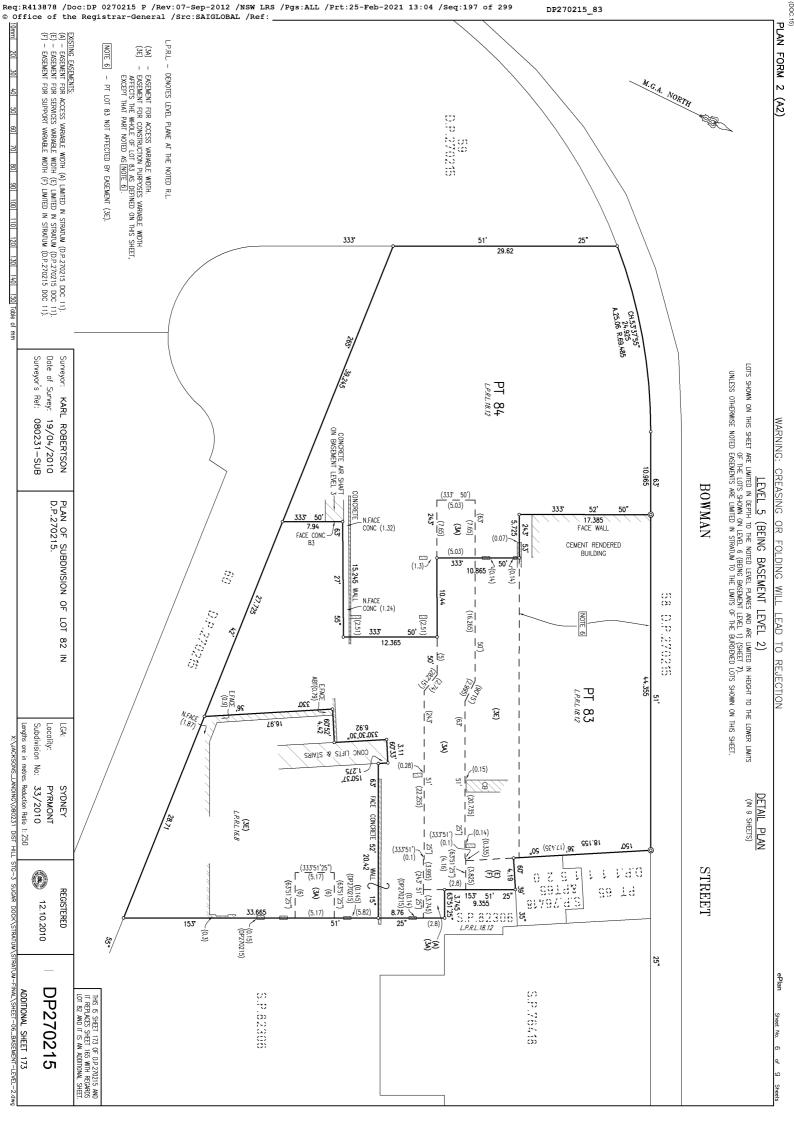


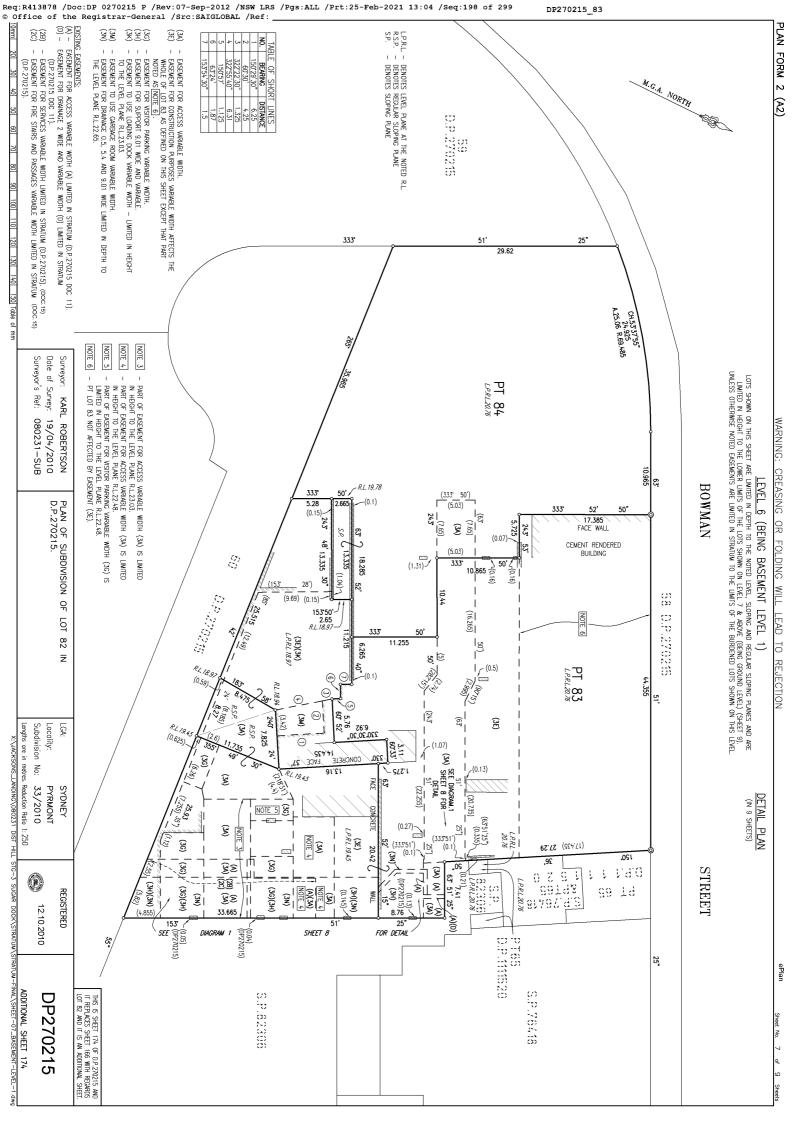


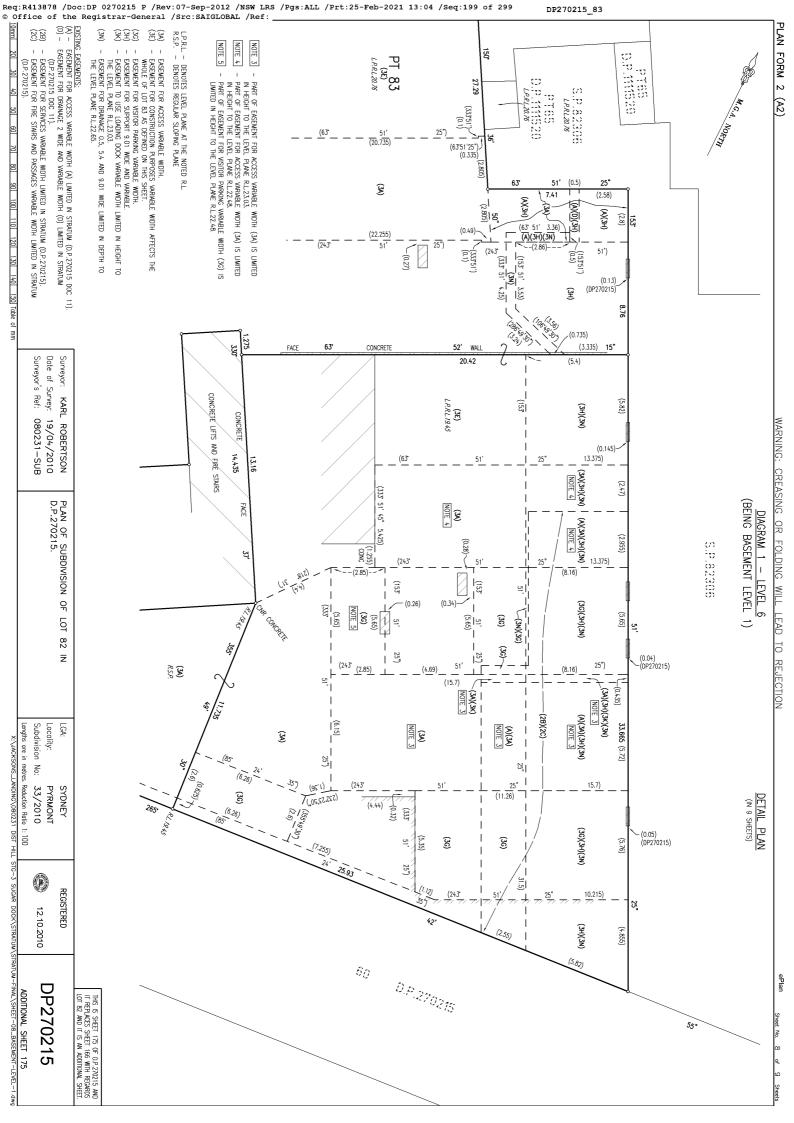


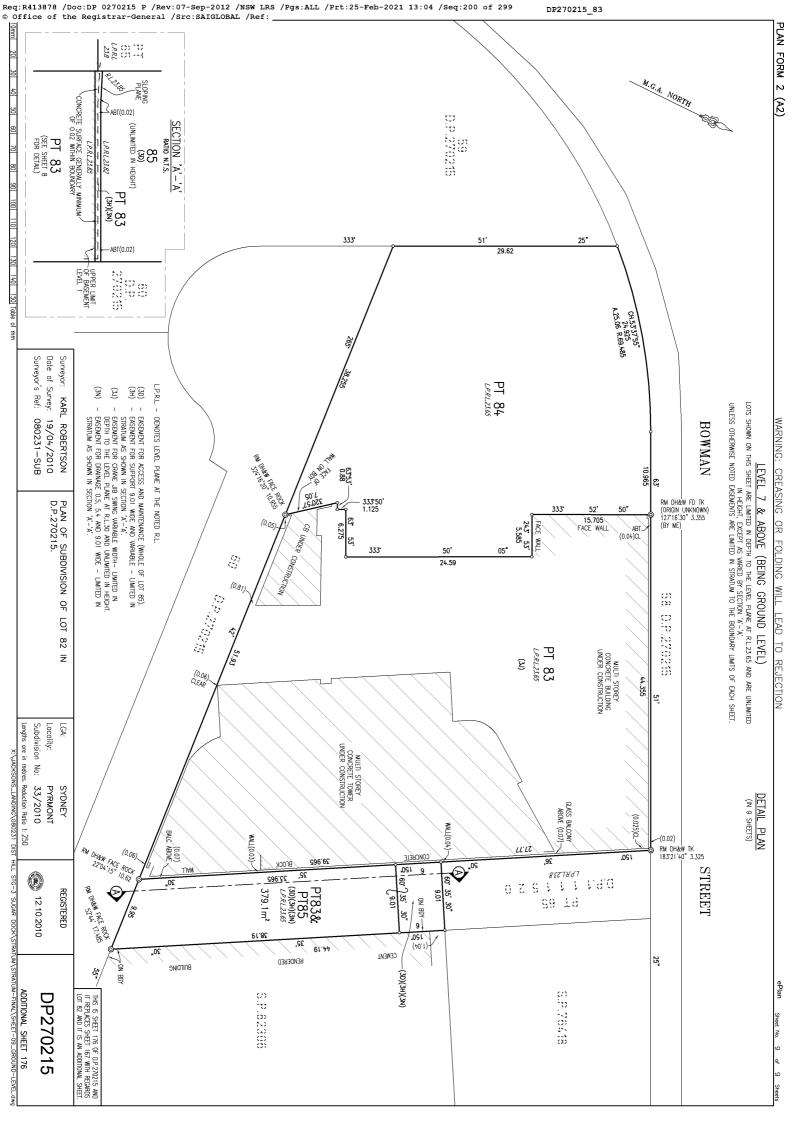


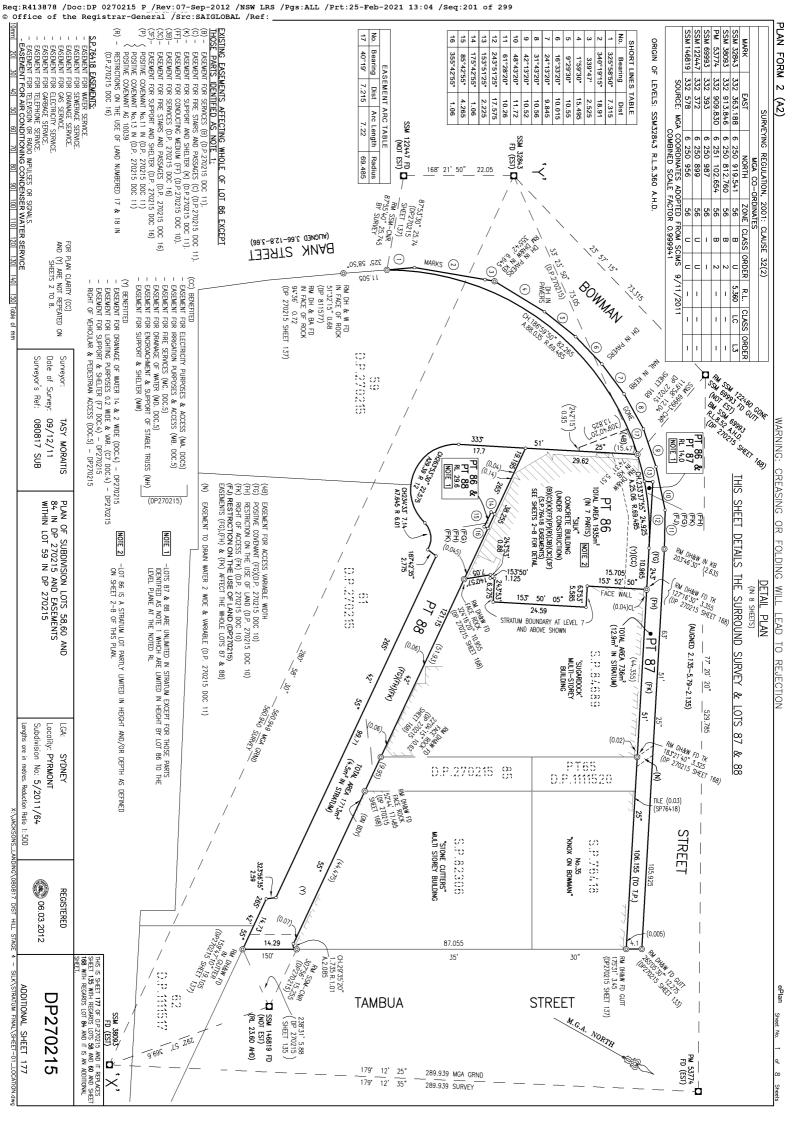


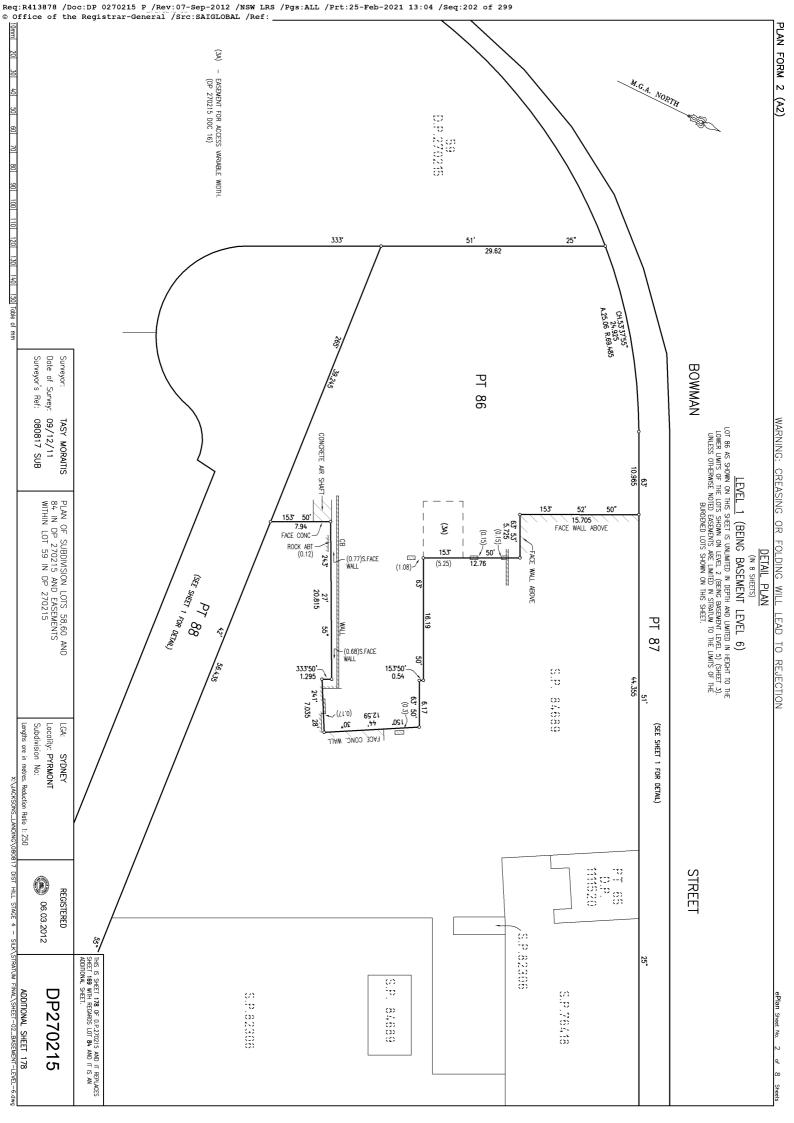


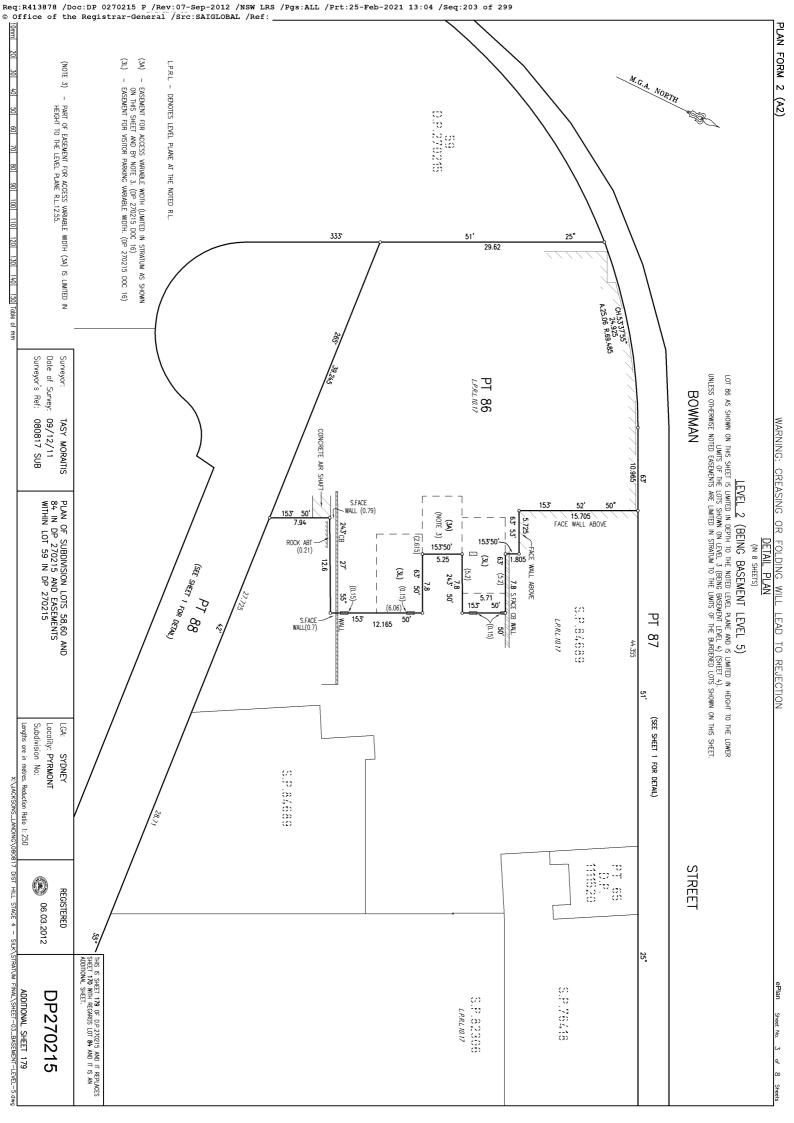


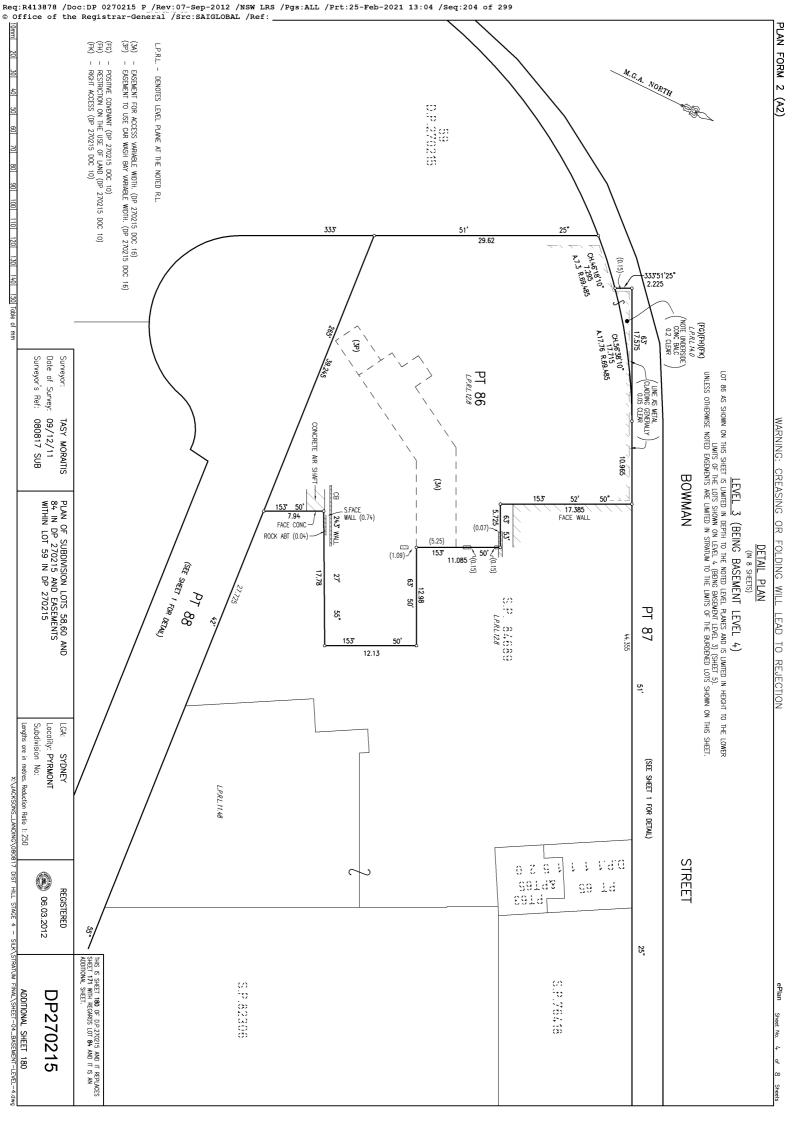


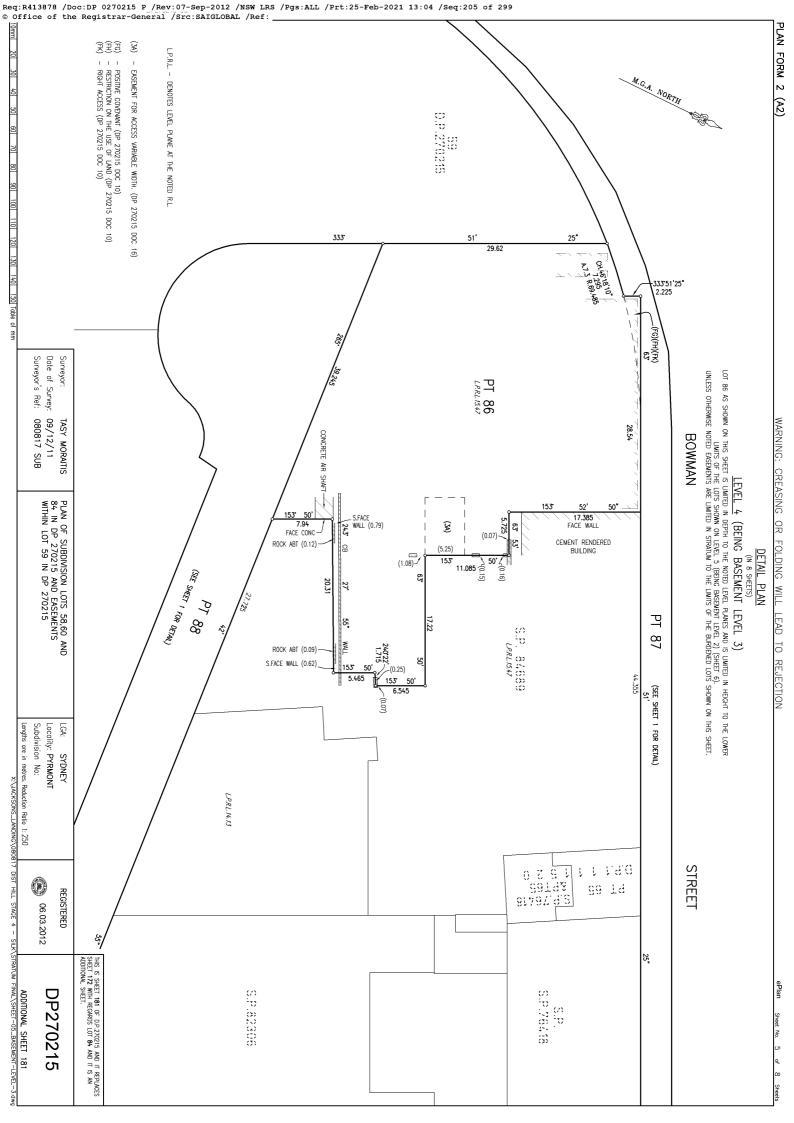


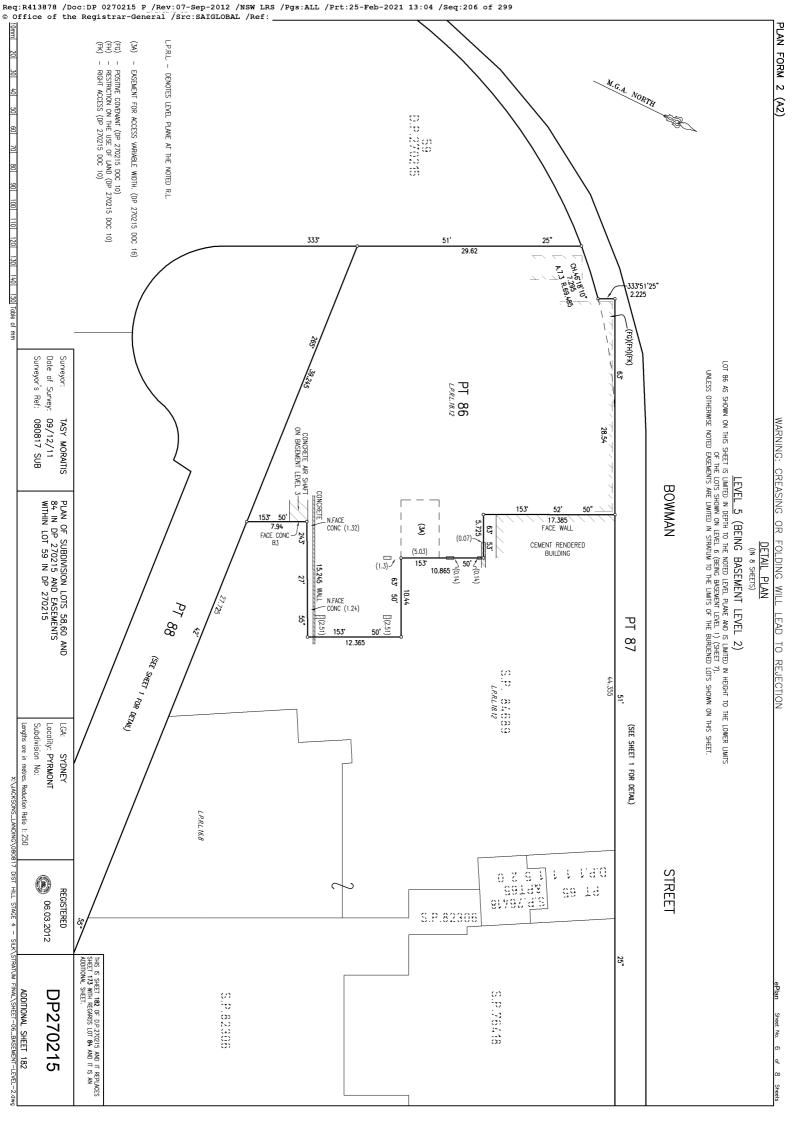


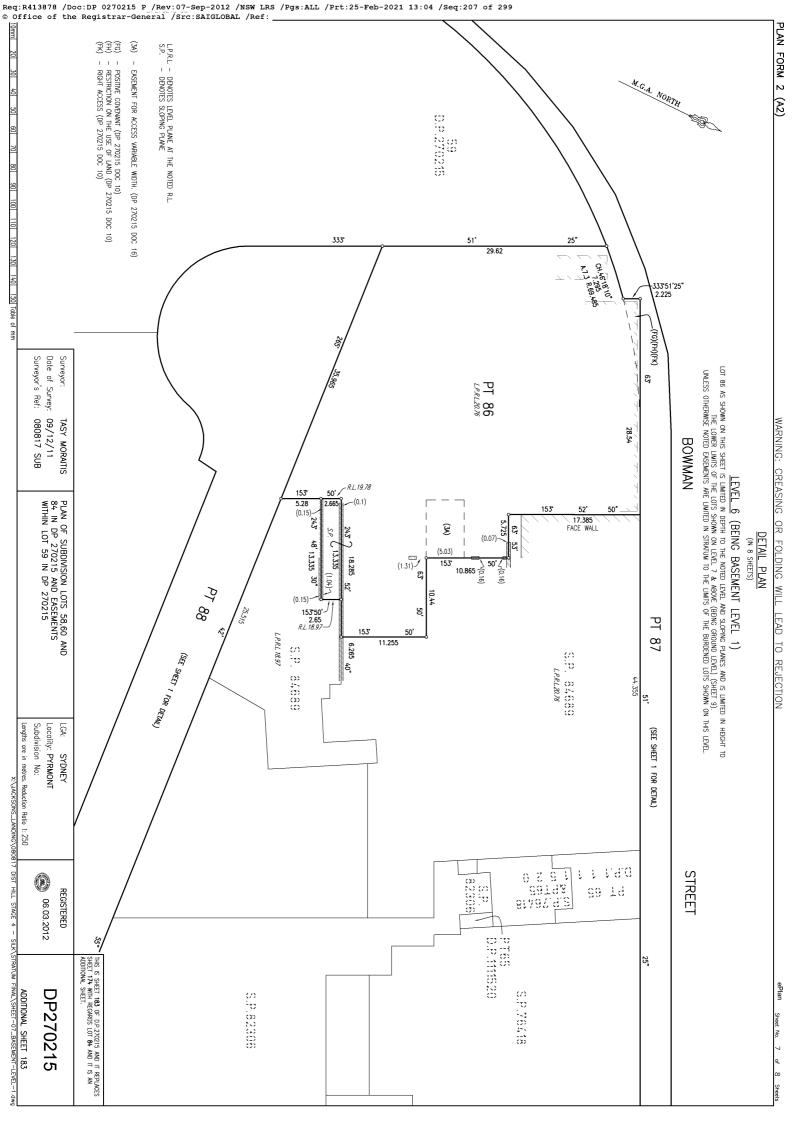


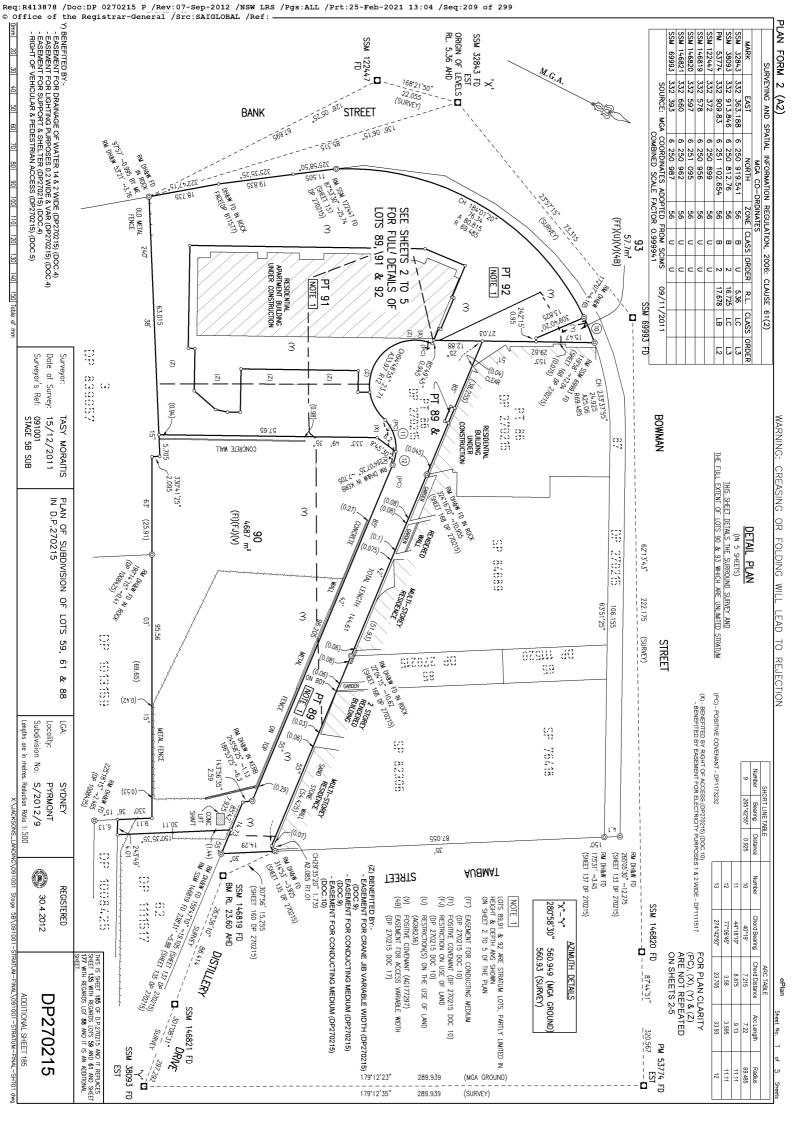


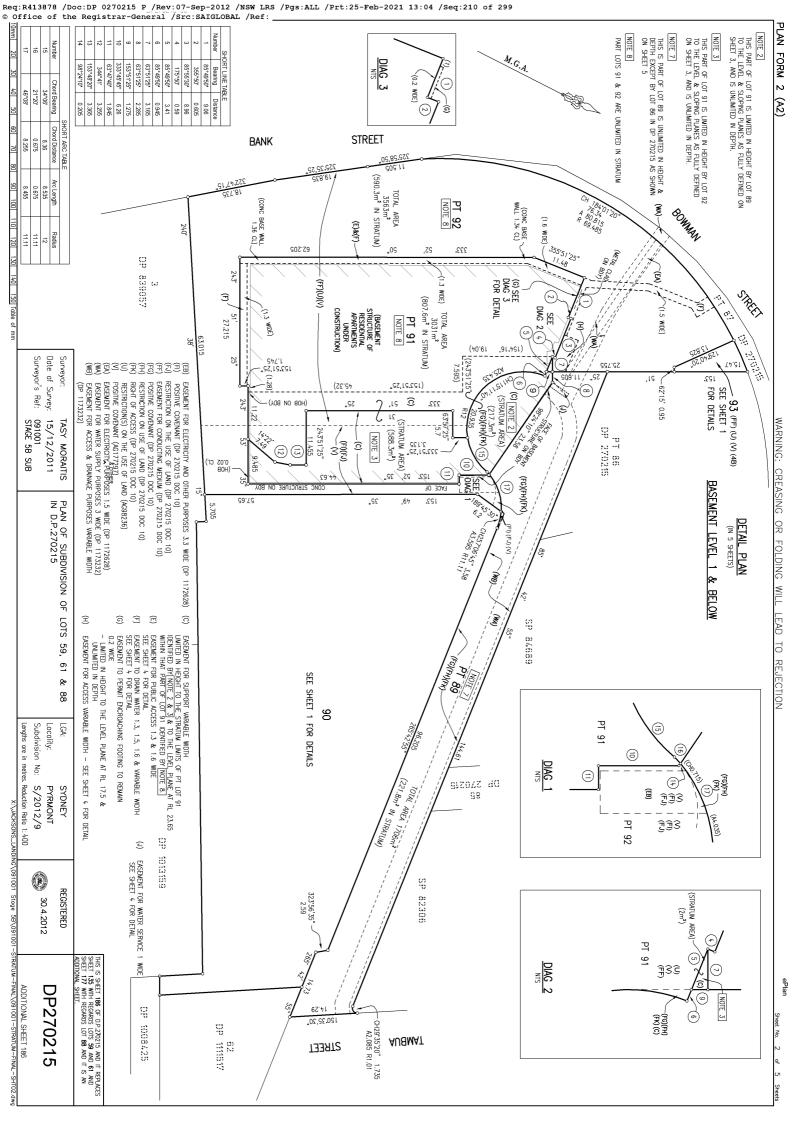


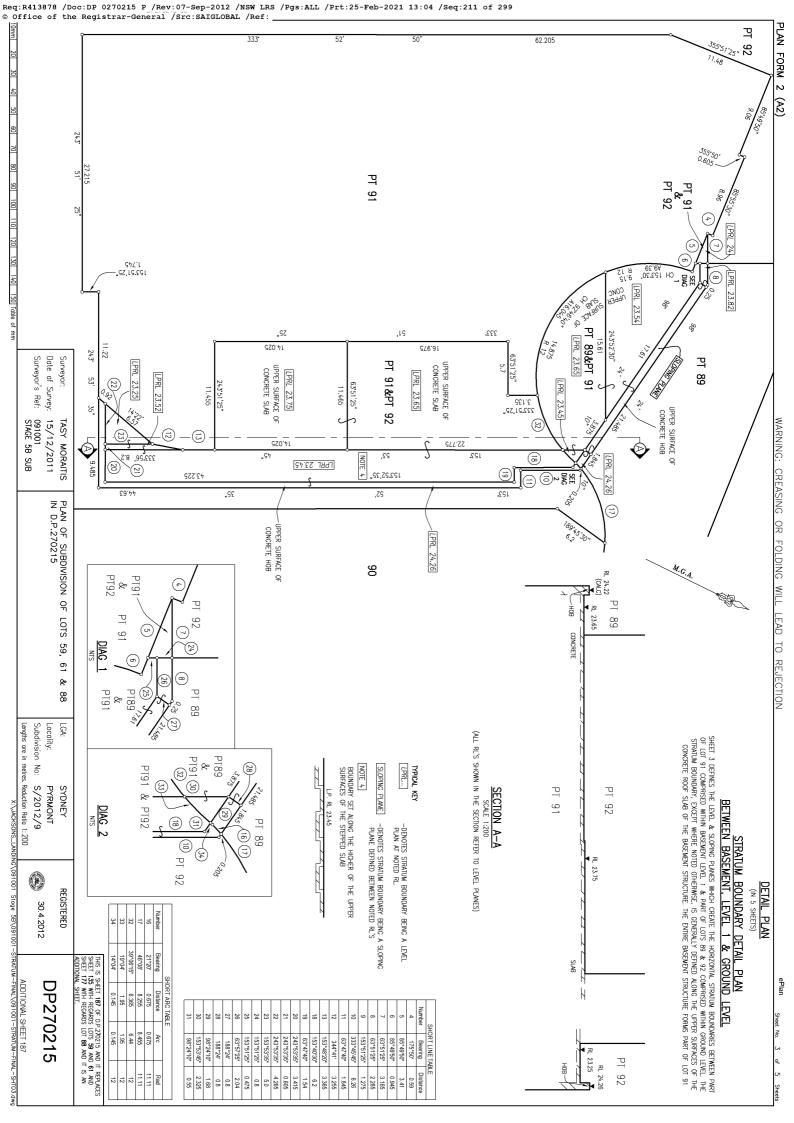


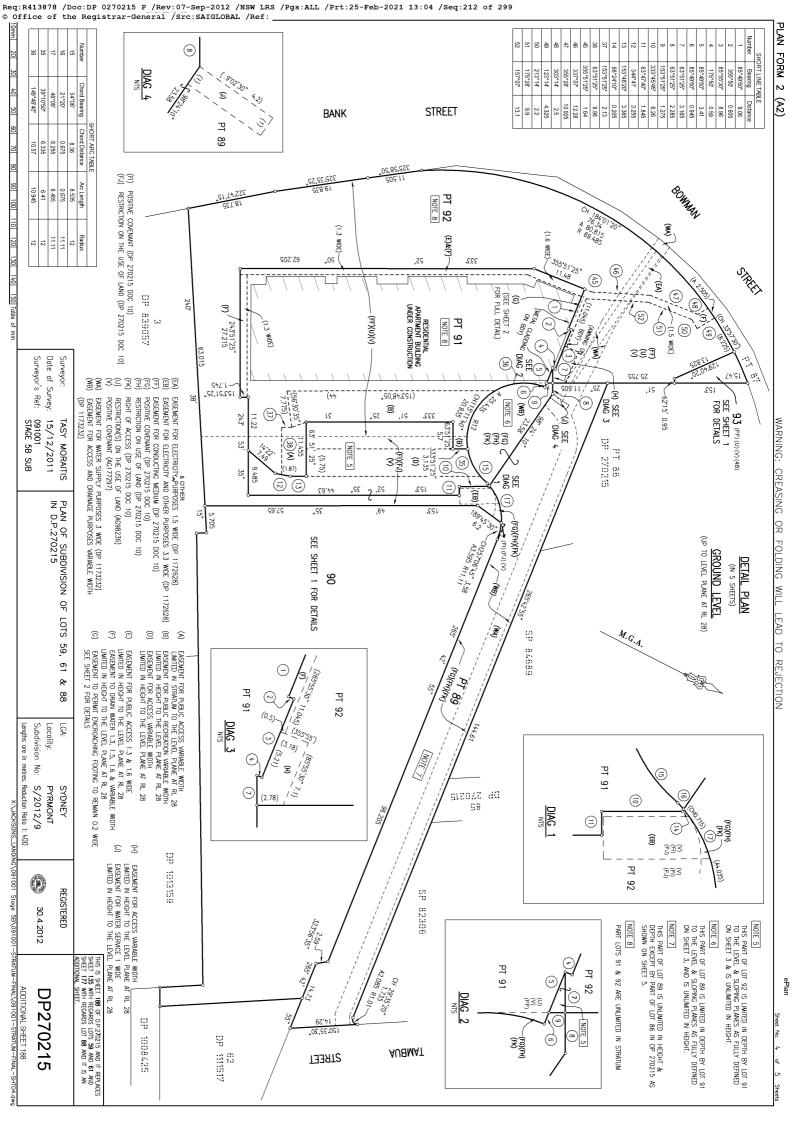


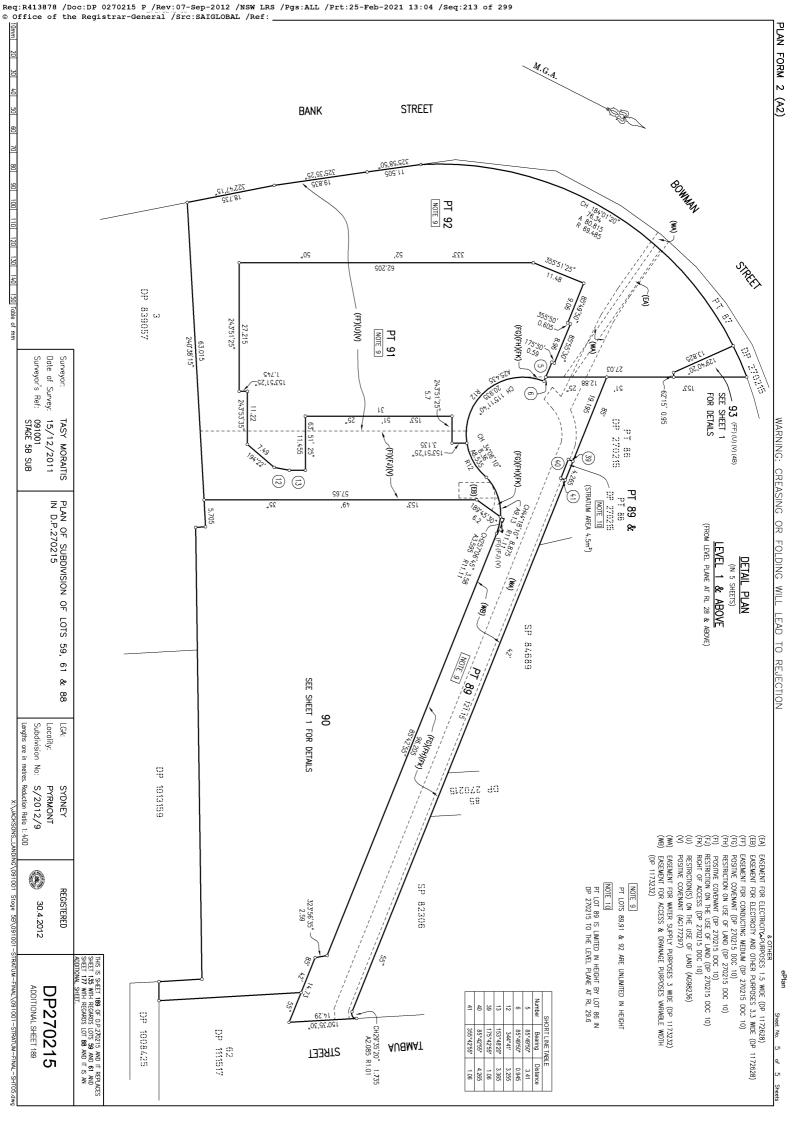


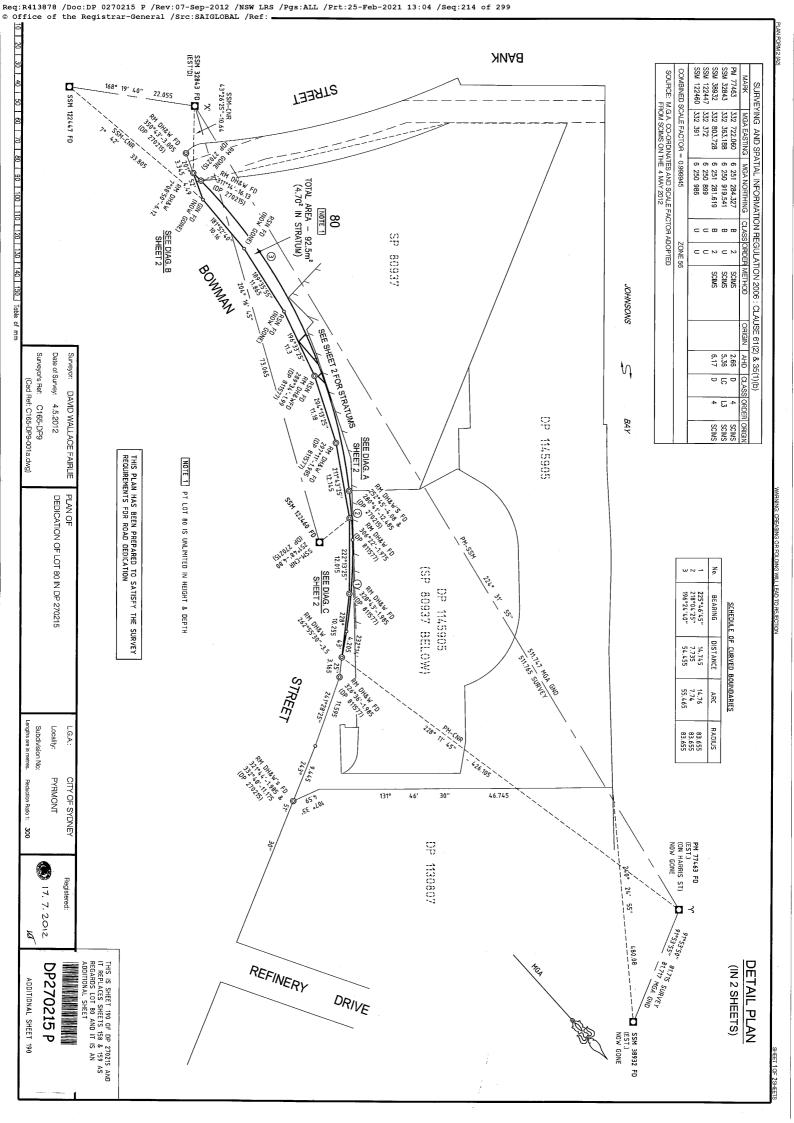












LOTS 78-80



#### DP 270215

#### **COVER SHEET FOR SIGNATURE FORM**

ATTENTION

A Community Plan may be subject to future subdivision that may contain a Signature Form. This document will then comprise separate Signature Forms registered on different dates.

Particulars of each Signature Form are as follows:-

| Signature<br>Form<br>Number | Number<br>of<br>Sheets | Plan/Signature<br>Form<br>Registration Date | Number of Sheets<br>in Subject Plan | Lot Numbers<br>Created |
|-----------------------------|------------------------|---|-------------------------------------|------------------------|
| Document A                  | 4                      | 23.4.2008                                   | 2                                   | 78-80                  |
| Document B                  | 3                      | 26-9-2008                                   | -                                   | -                      |
| Document C                  | 3                      | 20-10-2008                                  | -                                   | <u>-</u>               |
| Document D                  | 3                      | 23-10-2008                                  | -                                   | -                      |
| Document E                  | 2                      | 24.11.2008                                  | -                                   | -                      |
| Document F                  | 5                      | 11.2.2009                                   | 4                                   | -                      |
| Document G                  | 4                      | 3-4-2009                                    | 8                                   | 81-82                  |
| Document H                  | 3                      | 4-8-2009                                    | _                                   | _                      |
| Document I                  | 3                      | 4-8-2009                                    | _                                   | _                      |
| Document J                  | 3                      | 29.10.2009                                  | _                                   | _                      |
| Document K                  | 3                      | 4.12.2009                                   | _                                   | _                      |
| Document L                  | 3                      | 23.12.2009                                  | _                                   | _                      |
| Document M                  | 6                      | 12.10.2010                                  | 9                                   | 83-85                  |
| Document N                  | 6                      | 6.3.2012                                    | 8                                   | 86-88                  |
| Document O                  | 5                      | 30-4-2012                                   | 5                                   | 89-93                  |
| Document P                  | 3                      | 30-5-2012                                   | _                                   | -                      |

### **CONTINUED ON SHEET 2**

# DP270215

#### **COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS**

|   | ٠  | • | • | • | •  | • | • | • | • | • | • | • | • | • | ٠ |   |
|---|----|---|---|---|----|---|---|---|---|---|---|---|---|---|---|---|
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|   |    |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |
|   |    |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |

A Community Plan may be subject to future subdivision that may contain a Signature/Administration Sheet. This document will then comprise separate Signature/Administration Sheets registered on different dates.

Particulars of each Signature/Administration Sheet are as follows:-

| Sig/Admin<br>Sheet<br>Number | Number of<br>Sig/Admin<br>Sheets | Contains<br>U.E.<br>Schedule<br>(Y/N) | Registration<br>Date | Number of<br>Sheets in<br>Subject Plan | Lot Numbers<br>Created |
|------------------------------|----------------------------------|---------------------------------------|----------------------|--|------------------------|
| Document Q                   | 3                                | Υ                                     | 10-7-2012            | -                                      | -                      |
| Document R                   | 5                                | Υ                                     | 17-7-2012            | 2                                      | -                      |
| Document S                   | 3                                | Υ                                     | 29-8-2012            | -                                      | -                      |
| Document T                   | 3                                | Υ                                     | 15-11-2012           |  | _                      |
| Document U                   | 3                                | Υ                                     | 8.3.2013             | _                                      | _                      |
| Document V                   | 3                                | Υ                                     | 27.03.2013           | _                                      | _                      |
| Document W                   | 3                                | Υ                                     | 28.3.2013            | _                                      | _                      |
|                              |                                  |                                       |                      |  |                        |
|                              |                                  |                                       |                      |  |                        |
|                              |                                  |                                       |                      |  |                        |
|                              |                                  |                                       |                      |  |                        |
|                              |                                  |                                       |                      |  |                        |
|                              |                                  |                                       |                      |  |                        |
|                              |                                  |                                       |                      |  |                        |
|                              |                                  |                                       |                      |  |                        |
|                              |                                  |                                       |                      |  |                        |
|                              |                                  |                                       |                      |  |                        |
|                              |                                  |                                       |                      |  |                        |
|                              |                                  |                                       |                      |  |                        |
|                              |                                  |                                       |                      |  |                        |
|                              |                                  |                                       |                      |  |                        |
|                              |                                  |                                       |                      |  |                        |

PLAN FORM 6

# WARNING: Creasing or folding will lead to rejection

Doc. A

#### DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC. 88B OF THE CONVEYANCING **ACT 1919 IT IS INTENDED TO CREATE:** 

- EASEMENT FOR SUPPORT VARIABLE WIDTH (K)
- 2. POSITIVE COVENANT
- **EASEMENT FOR ACCESS & MAINTENANCE** VARIABLE WIDTH (M)

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

| Crown Lands NSW/Western Lands Office Approval  |
|--|
| Iin approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given   |
| Signature: Date: File Number: Office:  |
| Subdivision Certificate I certify that the provisions of s.109J of the Environmental Planning at Assessment Act 1979 have been satisfied in relation to: |
| the proposed   |
| * Authorised Person/ <del>General Manager/Accredited Certifier</del>   |
| Consent Authority: C14y of Sydney Date of Endorsement: 3 April 2008 Accreditation no: Subdivision Certificate no: 15/2008 File no: 5/2008/18             |
| * Delete whichever is inapplicable.  |



DP270215 S

Registered:

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 76 & 77 IN D.P.270215

LGA: CITY OF SYDNEY

Locality: PYRMONT

Parish: ST ANDREW

County: CUMBERLAND

Surveying Regulation, 2006

| [ TAST MORALIS   |
|--|
| of DENNY LINKER & Co., Level 5, 17 RANDLE ST, SURRY HILLS, 2010                |
| a surveyor registered under the Surveying Act, 2002, certify that the          |
| survey represented in this plan is accurate, has been made in                  |
| accordance with the Surveying Regulation, 2006 and was completed on:28/02/2008 |
|  |

The survey relates to

.....AS ABOVE

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature / Jan Marikis Dated 20/03/2008 Surveyor registered under the Surveying Act, 2002

Datum Line: ... 'X'-'Y'.

Type: Urban/Rural

Plans used in the preparation of survey/compilation D.P. 270215

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

SURVEYORS REFERENCE: 060204 DP

X:\JACKSONS LANDING\060204 STAGE 5\Final Stratum\060204 - ADMIN - 01.dwg

\* OFFICE USE ONLY

Req:R413878 /Doc:DP 0270215 P /Rev:07-Sep-2012 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:04 /Seq:219 of 299  $\odot$  Office of the Registrar-General /Src:SAIGLOBAL /Ref:

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

Doc.A

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOTS 76 & 77 IN D.P.270215

DP270215

Registered:



SB 23.4.2008

Subdivision Certificate No: 15 2008

Date of Endorsment: 3.4.2008

Executed by Jacksons Landing Development Pty Limited

ACN. 073 932 206 by its Attorneys under a Power of Attorney dated 16 April 2007 registered Book 45/4 No. 308

who declare that they have not received any notice of the revocation of that Power of Attorney in the presence of

Signature of Attorney

Signature of witness

TRACY SIMPSON

Name of Witness

EDEN SKYRING

Name of Attorney

Signature of Attorney

SHAUN BOND.

Name of Attorney

THE DEFINITION OF THE ALIGNMENT

OF BANK ST & BOWMAN ST.
TO THE EXTENT SHOWN HEREON IS
SATISFACTORY TO THE COUNCIL OF
THE CITY OF SYDNEY.

APRIL 4 2008

SURVEYORS REFERENCE: 060204 DP

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

#### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 3 of 4 sheet(s)

OFFICE USE ONLY

PLAN OF SUBDIVISION OF LOTS 76 & 77 IN D.P.270215

DP270215

Registered:



SB 23.4.2008

Subdivision Certificate No: 15/2008

Date of Endorsement: 3.4.2008

Name of Development if any JACKSONS LANDING

Address for Service of Notice

THIS ADMINISTRATION SHEET(S) SHOWS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND SUPERSEEDS SHEET 33R OF THE (X) PLAN REGISTERED ON 26/2/2008 33S

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

Any changes will be recorded on subsequent Administration Sheets.

II F

\* Strike out whichever is inapplicable

LOT

EE ADMINISTRATION SHEET (DOC.B.

I, STUART COX of CB RICHARD ELLIS PTY LTD

\* Strike out whichever is inapplicable # Insert date of valuation
THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

#### SCHEDULE OF UNIT ENTITLEMENT

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

|          | LUI |                    | SUBDIVISION   |
|----------|-----|--------------------|---|
|          | 1   | COMMUNITY PROPERTY |   |
|          | 2   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                               |
|          | 3   | 1374               | S.P.62660   |
| ,        | 4   | NOW LOTS 71-73     | SEE ADDITIONAL SHEETS 152-155                             |
|          | 5   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                               |
|          | 6   | NOW LOTS 26 & 27   | SEE ADDITIONAL SHEETS 39-44                               |
| - ]      | 7   | NOW LOTS 23-25     | SEE ADDITIONAL SHEETS 35-38                               |
|          | 88  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                             |
|          | 9   | 234                | S.P.62406   |
|          | 10  | 348                | S.P.63466   |
|          | 11  | 194                |   |
|          | 12  | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92                               |
| L        | 13  | 248                |   |
| L        | 14  | NOW LOTS 46-53     | SEE ADDITIONAL SHEETS 130-132                             |
| L        | 15  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                             |
|          | 16  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                             |
| L        | 17  |                    | SEE ADDITIONAL SHEETS 133-134                             |
|          | 18  | 0                  | NOW ROAD COMPRISED IN 18/1011428                          |
| Ĺ        | 19  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                               |
|          | 20  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                             |
|          | 21  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                               |
| L        | 22  |                    | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1079037 |
| L        | 23  | 19                 |   |
| _        | 24  | 301                | S.P.62661   |
| <u> </u> | 25  | 48                 | S.P.63595   |
|          | 26  |                    | S.P.65564   |
|          | 27  | 74                 |   |

SURVEYORS REFERENCE: 060204 DP



PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

Doc. A

OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOTS 76 & 77 IN D.P.270215

DP270215

Registered:



SB

23.4.2008

Subdivision Certificate No:

15 2008

Date of Endorsment:

3.4.2008

| LOT             | U.E.           | SUBDIVISION  |
|-----------------|----------------|--|
| 28              | 556            | S.P.68839  |
| 29              |                | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P. 1042979 (SEE 9096647)   |
| 30              | NOW LOTS 33-35 | SEE ADDITIONAL SHEETS 64-92  |
| 31              |                | SEE ADDITIONAL SHEETS 121-129  |
| 32              | NOW LOTS 71-73 | SEE ADDITIONAL SHEETS 152-155  |
| 33              | 965            | S.P.69581  |
| 34              |                | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1061957 (AA151290)   |
| 35              |                | SEE ADDITIONAL SHEETS 93-120   |
| 36              | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 37              |                | ACQUIRED BY MINISTERIAL HOLDING CORP. D. 2.1071670 (RECOR) NOW LOT 37 DP 1071670 (AD718314   |
| 38              | NOW LOTS 39-45 | SEE ADDITIONAL SHEETS 121-129  |
| 39              | 89             |  |
| 40              |                | S.P.75963  |
| 41              | 5              | S.P.75963  |
| 42              |                | SEE ADDITIONAL SHEETS 148-151  |
| 43              |                | SEE ADDITIONAL SHEETS 152-155  |
| 44              |                | SEE ADDITIONAL SHEETS 133-134  |
| 45              |                | PROPOSED PUBLIC OPEN SPACE   |
| 46              | 15             |  |
| 47              | 13             |  |
| 48              | 13             |  |
| 49              | 13             |  |
| 50              | 13             |  |
| 51              | 13             |  |
| 52              | 14             |  |
| 53              |                | PROPOSED PUBLIC OPEN SPACE   |
| 54              | 757            | S.P.73528  |
| 55              | 0              | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1072361  |
| 56              | NOW LOTS 57-62 | SEE ADDITIONAL SHEETS 137-147 Apr 11/04/2018   |
| 57              |                | 000 / DB/ 1010 12 0/ 12 19 12 13 14 15 15 15 15 15 15 15 15 15 15 15 15 15   |
| 58              | 0              | PROPOSED ROAD  |
| 59              | 215            |  |
| 60              | 0              | PROPOSED ROAD  |
| 61              |                | PROPOSED PUBLIC OPEN SPACE   |
| 62              | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 63              | 251            | S.P.76418/   |
| 64              | 941            |  |
| 65              | 0              | PROPÓSED PUBLIC OPEN SPACE   |
| 66              | 2084           | ISSUED DE DE LO CONTROL CONTRO |
| 67              | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 68              | 0 /            | PROPOSED PUBLIC OPEN SPACE   |
| 69              | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 70              | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 71              | 9/             | PROPOSED ROAD  |
| 72              |                | SEE ADDITIONAL SHEET 156   |
| 73              |                | SEE ADDITIONAL SHEET 156   |
| 74              | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 75              | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 76              | NOW LOT 80     | SEE ADDITIONAL SHEETS 158 & 159  |
| 77              |                | SEE ADDITIONAL SHEETS 158 & 159  |
| 78/             | 581            | PROPOSED DUBLIC ODEN SPACE   |
| //9             | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 7.55            |                |  |
| 80<br>AGGREGATE | 10000          | PROPOSED ROAD  |

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HISTORICAL FILE

SURVEYORS REFERENCE: 060204 DP

Doc. B

OFFICE USE ONLY

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 53 D.P.270215



Registered: 🔻



SB 26. 9.200

Subdivision Certificate No:

Date of Endorsement:

Name of Development if any

Address for Service of Notice

JACKSONS LANDING

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

Any changes will be recorded on subsequent Administration Sheets.

This is an updated Schedule of Entitlements and replaces the Schedule registered on ...23 - 4 - 2008

\* Strike out whichever is inapplicable

Signature...... Date .....

\* Stake out whichever is inapplicable # Insert date of valuation
THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

#### SCHEDULE OF UNIT ENTITLEMENT

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

| LOT | ENTITLEMENT        | SUBDIVSION   |
|-----|--------------------|--|
| 1   | COMMUNITY PROPERTY |  |
| 2   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 3   | 1374               | S.P.62660  |
| 4   | NOW LOTS 71-73     | SEE ADDITIONAL SHEETS 152-155                              |
| 5   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-83                                |
| 6   | NOW LOTS 26 & 27   | SEE ADDITIONAL SHEETS 39-44                                |
| 7   | NOW LOTS 23-55     | SEE ADDITIONAL SHEETS 35-38                                |
| 8   | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 9   | 234                | S.P.62406  |
| 10  | 348                | S.P.63466  |
| 11  | 194                |  |
| 12  | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92                                |
| 13  | 248                |  |
| 14  | NOW LOTS 46-53     | SEE ADDITIONAL SHEETS 130-132                              |
| 15  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 16  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 17  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 18  | _                  | NOW/ROAD COMPRISED IN 18/1011428                           |
| 19  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 20  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 21  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 22  | -/                 | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037 |
| 23  | / 19               |  |
| 24  | 301                | S.P.62661  |
| 25  | 48                 | S.P.63595  |
| 26  | 522                | S.P.65564  |
| 27  | 74                 |  |

SURVEYOR'S REFERENCE: C165-008-AS1a.doc

HISTORICAL FILE ADMINISTRATION SHEET (DOC.C

#### DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 53 D.P.270215

DP270215

Registered: 🕡



18 26.7.2008

Subdivision Certificate No:

Date of Endorsement:

| 28   | 556            | S.P. 68839   |
|------|----------------|--|
| 29   | _              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1042979 (SEE 9096647   |
| 30   | NOW LOTS 33-35 | SEE ADDITIONAL SHEETS 64-92  |
| 31   | NOW LOTS 39-44 | SEE ADDITIONAL SHEETS 121-129  |
| 32   | NOW LOTS 71-73 | SEE ADDITONAL SHEEETS 152-155  |
| 33   | 965            | S.P.69581  |
| 34   | <del>-</del>   | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061957 (AA151290)  |
| 35   | NOW LOTS 36-38 | SEE ADDITONAL SHEEETS 93-120   |
| 36   | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 37   | _              | ACQUIRED BY MINISTERIAL HOLDING CORP, NOW LOT 37 IN D. 1071670 (AD718314)  |
| 38   | NOW LOTS 39-45 | SEE ADDITIONAL SHEETS 121-129  |
| 39   | 89             |  |
| 40   | 100            | S.P.75963  |
| 41   | 5              | S.P.75963  |
| 42   | NOW LOTS 67-70 | SEE ADDITIONAL SHEETS 148-151  |
| 43   | NOW LOTS 71-73 | SEE ADDITIONAL SHEETS 152-155  |
| 44   | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134  |
| 45   | 0              | PROPOSED PUBLIC OPEN SPACE   |
| .46  | 15             |  |
| 47   | 13             |  |
| 48   | 13             |  |
| 49   | 13             | /  |
| 50   | 13             |  |
| 51   | 13             | /  |
| 52   | 14             | /  |
| 53   |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1129185 (AE77307)  |
| 54   | 757            | S.P.73528  |
| 55   | -              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1072361   |
| 56   | NOW LOTS 57-62 | SEE ADDITIONAL SHEET 135   |
| 57   | NOW LOTS 63-66 | SEE ADDITIONAL SHEETS 137-147  |
| 58   | 0              | PROPOSÉD ROAD  |
| 59   | 215            |  |
| 60   | 0              | PROPOSED ROAD  |
| 61   | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 62   | 0 /            | PROPOSED PUBLIC OPEN SPACE   |
| 63   | 251            | S.P.76418  |
| 64   | 941            |  |
| 65   | - /-           | ACQUIRED BY MINISTERIAL HOLDING CORP, NOW LOT 65 IN D.P.1111520  |
| 66   | 2084           | Frederica D. Minte Brita Entre Della (1997 Co. 1997 Co. 1 |
| 67   | 2004           | PROPOSED PUBLIC OPEN SPACE   |
| 68   | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 69   | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 70   | <del></del>    | PROPOSED PUBLIC OPEN SPACE   |
|      | 0              |  |
| 71   | <del>/</del>   | PROPOSED ROAD  |
| 72   | NOW LOTS 74-77 | SEE ADDITIONAL SHEET 156   |
| 73/  | NOW LOTS 74-77 | SEE ADDITIONAL SHEEET 156  |
| /14  | 0              | PROPOSED PUBLIC OPEN SPACE   |
| ⁄ 75 | 0              | PROPOSED PUBLIC OPEN SPACE   |

#### HISTORICAL FILE

SEE ADMINISTRATION SHEET (DOC.C)

SURVEYOR'S REFERENCE: C165-008-AS2a.doc

#### DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 53 D.P.270215

DP270215



Registered: 18 26.9.2008

Subdivision Certificate No:

Date of Endorsement:

| 76    | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159 |
|-------|------------------|---------------------------------|
| 77    | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159 |
| 78    | 581              |                                 |
| 79    | 0                | PROPOSED PUBLIC OPEN SPACE      |
| 80    | 0                | PROPOSED ROAD                   |
| TOTAL | 10000            |                                 |

HISTORICAL FILE

SEE ADMINISTRATION SHEET (DOC.C)

SURVEYOR'S REFERENCE: C165-008-AS3.doc

#### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 62 D.P.270215



Registered:



10

Address for Service of Notice

20-10-2008

Subdivision Certificate No:

Date of Endorsement::

Name of Development if any

JACKSONS LANDING

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

Any changes will be recorded on subsequent Administration Sheets.

This is an updated Schedule of Entitlements and replaces the Schedule registered on ...26.1.9./2008......

THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

#### SCHEDULE OF UNIT ENTITLEMENT

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

| LOT | ENTITLEMENT        | SUBDIVSION   |
|-----|--------------------|--|
| 1   | COMMUNITY PROPERTY |  |
| 2   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 3   | 1374               | S.P.62660  |
| 4   | NOW LOTS 71-73     | SEE ADDITIONAL SHEETS 152-155                              |
| 5   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 6   | NOW LOTS 26 & 27   | SEE ADDITIONAL SHEETS 39-44                                |
| 7   | NOW LOTS 23-55     | SEE ADDITIONAL SHEETS 35-38                                |
| 8   | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 9   | 234                | S.P.62406  |
| 10  | 348                | S.P.63466  |
| 11  | 194                |  |
| 12  | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92                                |
| 13  | 248                |  |
| 14  | NOW LOTS 46-53     | SEE ADDITIONAL SHEETS 130-132                              |
| 15  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 16  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 17  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 18  | -                  | NOW-ROAD COMPRISED IN 18/1011428                           |
| 19  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 20  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 21  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 22  |                    | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037 |
| 23  | 19                 |  |
| 24  | 301                | S.P.62661  |
| 25  | 48                 | S.P.63595  |
| 26  | 522                | S.P.65564  |
| 27  | 74                 |  |

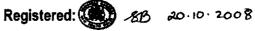
SURVEYOR'S REFERENCE: C165-014b-AS1a.doc

<sup>\*</sup> Strike out whichever is inapplicable

## **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

#### REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT **ASSOCIATED WITH THE ACQUISITION OF** LOT 62 D.P.270215

DP270215



Subdivision Certificate No:

Date of Endorsement:

| 28   | 556            | S.P. 68839  |
|------|----------------|---|
| 29   |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1042979 (SEE 9096647)    |
| 30   | NOW LOTS 33-35 | SEE ADDITIONAL SHEETS 64-92   |
| 31   | NOW LOTS 39-44 | SEE ADDITIONAL SHEETS 121-129   |
| 32   | NOW LOTS 71-73 | SEE ADDITONAL SHEEETS 152-155   |
| 33   | 965            | S.P.69581   |
| 34   |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061957 (AA151290)       |
| 35   | NOW LOTS 36-38 | SEE ADDITONAL SHEEETS 93-120  |
| 36   | 0              | PROPOSED PUBLIC OPEN SPACE  |
| 37   |                | ACQUIRED BY MINISTERIAL HOLDING CORP, NOW LOT 37 IN D.P. 1071670 (AD718314) |
| 38   | NOW LOTS 39-45 | SEE ADDITIONAL SHEETS 121-129   |
| 39   | 89             |   |
| 40   | 100            | S.P.75963   |
| 41   | 5              | S.P.75963   |
| 42   | NOW LOTS 67-70 | SEE ADDITIONAL SHEETS 148-151   |
| 43   | NOW LOTS 71-73 | SEE ADDITIONAL SHEETS 152-155   |
| 44   | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134   |
| 45   | 0              | PROPOSED PUBLIC OPEN SPACE  |
| 46   | 15             |   |
| 47   | 13             |   |
| 48   | 13 .           |   |
| 49   | 13             |   |
| 50   | 13             |   |
| 51   | 13             |   |
| 52   | 14             |   |
| 53   |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1129185 (AE77307)        |
| 54   | 757            | S.P.73528   |
| 55   |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1072361                  |
| 56   | NOW LOTS 57-62 | SEE ADDITIONAL SHEET 135  |
| 57   | NOW LOTS 63-66 | SEE ADDITIONAL SHEETS 137-147   |
| 58   | 0              | PROPOSÉD ROAD   |
| 59   | 215            |   |
| 60   | 0              | PRØPOSED ROAD   |
| 61   | 0              | PROPOSED PUBLIC OPEN SPACE  |
| 62   |                | ACQUIRED BY MINISTERIAL HOLDING CORP, NOW LOT 62 IN D.P.1111517 (AE180564)  |
| 63   | 251            | S.P.76418   |
| 64   | 941            |   |
| 65   | 0              | PROPOSED PUBLIC OPEN SPACE  |
| 66   | 2084           |   |
| 67   | 76             | PROPOSED PUBLIC OPEN SPACE  |
| 68   | 0              | PROPOSED PUBLIC OPEN SPACE  |
| 69   | 0              | PROPOSED PUBLIC OPEN SPACE  |
| 70   | 0              | PROPOSED PUBLIC OPEN SPACE  |
| 71   | 0              | PROPOSED ROAD   |
| 72 / | NOW LOTS 74-77 | SEE ADDITIONAL SHEET 156  |
| 73/  | NOW LOTS 74-77 | SEE ADDITIONAL SHEEET 156   |
| 14   | 0              | PROPOSED PUBLIC OPEN SPACE  |
| 75   |                | PROPOSED PUBLIC OPEN SPACE  |
|      | HISTORICAL FI  |   |

HISTORICAL FILE

SEE ADMINISTRATION SHEET (DOC.D.)

SURVEYOR'S REFERENCE: C165-014b-AS2a.doc

DOC.C

#### **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT **ASSOCIATED WITH THE ACQUISITION OF** LOT 62 D.P.270215

DP270215



Registered: 80 40 10 2008

Subdivision Certificate No:

Date of Endorsement:

| 76     | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159 |
|--------|------------------|---------------------------------|
| 77     | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159 |
| 78     | 581              |                                 |
| 79     | 0                | PROPOSED PUBLIC OPEN SPACE      |
| 80     | 0                | PROPOSED ROAD                   |
| TOTAL- | 10000            |                                 |

HISTORICAL FILE

SEE ADMINISTRATION SHEET (DOC.D)

SURVEYOR'S REFERENCE: C165-014b-AS3.doc

# OFFICE USE ONLY

#### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 3 sheet(s)

# REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 75 D.P.270215



Registered:



23-10-2008 W

Subdivision Certificate No:

Date of Endorsement::

Name of Development if any

**JACKSONS LANDING** 

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

Any changes will be recorded on subsequent Administration Sheets.

This is an updated Schedule of Entitlements and replaces the Schedule registered on ......2.0.7.1.0.7.20.0.8.

\* Strike out whichever is inapplicable

Address for Service of Notice

Signature ..... Date ......

\* Strike out whichever is inapplicable # Insert date of valuation
THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

#### SCHEDULE OF UNIT ENTITLEMENT

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

| LOT | ENTITLEMENT        | SUBDIVSION   |
|-----|--------------------|--|
| 1   | COMMUNITY PROPERTY |  |
| 2   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 3   | 1374               | S.P.62660  |
| 4   | NOW LOTS 71-73     | SEE ADDITIONAL SHEETS 152-155                              |
| 5   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 6   | NOW LOTS 26 & 27   | SEE ADDITIONAL SHEETS 39-44                                |
| 7   | NOW LOTS 23-55     | SEE ADDITIONAL SHEETS 35-38                                |
| 8   | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 9   | 234                | S.P.62406  |
| 10  | 348                | S.P.63466  |
| 11  | 194                |  |
| 12  | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92                                |
| 13  | 248                |  |
| 14  | NOW LOTS 46-53     | SEE ADDITIONAL SHEETS 130-132                              |
| 15  | NOW LOTS 54-56     | SEE ADDITIONAL SHÉETS 133-134                              |
| 16  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 17  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 18  |                    | NOW ROAD COMPRISED IN 18/1011428                           |
| 19  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 20  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 21  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 22  | -/_                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037 |
| 23  | 19                 |  |
| 24  | 301                | S.P.62661  |
| 25  | 48                 | S.P.63595  |
| 26  | 522                | S.P.65564  |
| 27  | 74                 |  |

SURVEYOR'S REFERENCE: C165-045b-AS1a.doc

Sheet 2 of 3 sheet(s)

#### DEPOSITED PLAN ADMINISTRATION SHEET

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT **ASSOCIATED WITH THE ACQUISITION OF** LOT 75 D.P.270215

DP270215

Registered:

Subdivision Certificate No:

Date of Endorsement:

| 28   | 556                                   | S.P. 68839  |          |
|------|---------------------------------------|---|----------|
| 29   | <del>-</del>                          | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1042979 (SEE 9096647)        |          |
| 30   | NOW LOTS 33-35                        | SEE ADDITIONAL SHEETS 64-92   | ĺ        |
| 31   | NOW LOTS 39-44                        | SEE ADDITIONAL SHEETS 121-129   | l        |
| 32   | NOW LOTS 71-73                        | SEE ADDITONAL SHEEETS 152-155   | l        |
| 33   | 965                                   | S.P.69581   |          |
| 34   | ***                                   | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061957 (AA151290)           | l        |
| 35   | NOW LOTS 36-38                        | SEE ADDITONAL SHEEETS 93-120  | 凹        |
| 36   | 0                                     | PROPOSED PUBLIC OPEN SPACE  |          |
| 37   | -                                     | ACQUIRED BY MINISTERIAL HOLDING CORP, NOW LOT 37 IN D.P. 1071670 (AD718314)     | ഥ        |
| 38   | NOW LOTS 39-45                        | SEE ADDITIONAL SHEETS 121-129   | Į        |
| 39   | 89                                    |   | AL FI    |
| 40   | 100                                   | S.P.75963   |          |
| 41   | 5                                     | S.P.75963   | 짇        |
| 42   | NOW LOTS 67-70                        | SEE ADDITIONAL SHEETS 148-151   | HISTORIC |
| 43   | NOW LOTS 71-73                        | SEE ADDITIONAL SHEETS 152-155   | Ļ        |
| 44   | NOW LOTS 54-56                        | SEE ADDITIONAL SHEETS 133-134   | <u>လ</u> |
| 45   | 0                                     | PROPOSED PUBLIC OPEN SPACE  | 王        |
| 46   | 15                                    |   | l        |
| 47   | 13                                    |   | l        |
| 48   | 13                                    |   | l        |
| 49   | 13                                    |   | 1        |
| 50   | 13                                    |   |          |
| 51   | 13                                    |   | l        |
| 52   | 14                                    |   | l        |
| 53   |                                       | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1129185 (AE77307)            | l        |
| 54   | 757                                   | S.P.73528   | l        |
| 55   |                                       | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1072361                      | l        |
| 56   | NOW LOTS 57-62                        | SEE ADDITIONAL SHEET 135  | l        |
| 57   | NOW LOTS 63-66                        | SEE ADDITIONAL SHEETS 137-147   | l        |
| 58   | 0                                     | PROPOSÉD ROAD   | l        |
| 59   | 215                                   |   | l        |
| 60   | 0                                     | PRØPOSED ROAD   | l        |
| 61   | 0                                     | PROPOSED PUBLIC OPEN SPACE  |          |
| 62   | /                                     | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1111517 (AE180564)           |          |
| 63   | 251                                   | S.P.76418   | ĺ        |
| 64   | 941                                   |   |          |
| 65   | 0 /                                   | PROPOSED PUBLIC OPEN SPACE  |          |
| 66   | 2084                                  |   | ĺ        |
| 67   | /6                                    | PROPOSED PUBLIC OPEN SPACE  | ĺ        |
| 68   | / 0                                   | PROPOSED PUBLIC OPEN SPACE  | ĺ        |
| 69   | / 0                                   | PROPOSED PUBLIC OPEN SPACE  |          |
| 70   | 0                                     | PROPOSED PUBLIC OPEN SPACE  |          |
|      | 0                                     | PROPOSED ROAD   | ĺ        |
| 71   | 1/                                    |   | i        |
| 71   | NOW LOTS 74-77                        | ISEE ADDITIONAL SHEET 156   |          |
| 72 / | NOW LOTS 74-77<br>NOW LOTS 74-77      | SEE ADDITIONAL SHEET 156 SEE ADDITIONAL SHEEET 156                              |          |
|      | NOW LOTS 74-77<br>NOW LOTS 74-77<br>0 | SEE ADDITIONAL SHEET 156  SEE ADDITIONAL SHEEET 156  PROPOSED PUBLIC OPEN SPACE |          |

SURVEYOR'S REFERENCE: C165-045b-AS2a.doc

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#### **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 3 sheet(s)

| REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT |
|--|
| ASSOCIATED WITH THE ACQUISITION OF       |
| OT 75 D D 270215                         |

DP270215

Registered:

Subdivision Certificate No:

Date of Endorsement:

| 76     | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159 |
|--------|------------------|---------------------------------|
| 77     | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159 |
| 78     | 581              |                                 |
| 79     | 0                | PROPOSED PUBLIC OPEN SPACE      |
| 80     | 0                | PROPOSED ROAD                   |
| IOTAL- | 10000            |                                 |

HISTORICAL FILE SEE ADMINISTRATION SHEET (DOC.E)

SURVEYOR'S REFERENCE: C165-045b-AS3.doc

PLAN FORM 6D (Community annexure)

WARNING: Creasing or folding will lead to rejection

#### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 2 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 65 IN D.P.270215



DP270215 S

(DOC.E

Registered:



24-11-2008

Subdivision Certificate No:

Date of Endorsement:

Name of Development if any **JACKSONS LANDING** 

Address for Service of Notice

This sheet shows an initial schedule of unit entitlements for the \*Community/\*Precinct/\*Neighbourhood scheme which is liable to be altered as the scheme is developed or on completion of the scheme in accordance with the provisions of section 30 of the Community Land Development Act, 1989. Any changes will be recorded on subsequent Administration Sheets.

This schedule replaces the schedule registered on

BEING A VALUER REGISTERED UNDER THE WALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 11/03/2000 BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE ORIGINAL INITIAL SCHEDULE.

Signature...... Date ...... \* Strike out whichever is inapplicable # Insert date of valuation

#### SCHEDULE OF UNIT ENTITLEMENT

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

| LOT | U.E.               | SUBDIVISION  |
|-----|--------------------|--|
| 1   | COMMUNITY PROPERTY |  |
| 2   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 3   | 1374               | S.P.62660  |
| 4   | NOW LOTS 71-73     | SEE ADDITIONAL SHEETS 152-155                              |
| 5   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 6   | NOW LOTS 26 & 27   | SEE ADDITIONAL SHEETS 39-44                                |
| 7   | NOW LOTS 23-25     | SEE ADDITIONAL SHEETS 35-38                                |
| 8   | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 9   | 234                | S.P.62406  |
| 10  | 348                | S.P.63466  |
| 11  | 194                |  |
| 12  | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92                                |
| 13  | 248                |  |
| 14  | NOW LOTS 46-53     | SEE ADDITIONAL SHEETS 130-132                              |
| 15  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 16  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 17  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 18  | 0                  | NOW ROAD COMPRISED IN 18/1011428                           |
| 19  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 20  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 21  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 22  | 0                  | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P. 1079037 |
| 23  | 19                 |  |
| 24  | 301                | S.P.62661  |
| 25  | 48                 | S.P.63595  |
| 26  | 522                | S.P.65564  |
| 27  | 74                 |  |

SURVEYORS REFERENCE: 031007 (LOT 65 ACQ)

<sup>\*</sup> Strike out whichever is inapplicable

THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 65 IN D.P.270215

DP270215

(DOC.E)



Sheet 2 of 2 sheet(s)

Subdivision Certificate No:

Date of Endorsment:

| U.E.                                   | SUBDIVISION   |
|--|---|
| 556                                    | S.P.68839   |
| 0                                      | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1042979 (SEE 9096647)   |
|  | SEE ADDITIONAL SHEETS 64-92   |
| NOW LOTS 39-44                         | SEE ADDITIONAL SHEETS 121-129   |
| NOW LOTS 71-73                         | SEE ADDITIONAL SHEETS 152-155   |
| 965                                    | S.P.69581   |
| 0                                      | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1061957 (AA151290)  |
| NOW LOTS 36-38                         | SEE ADDITIONAL SHEETS 93-120  |
|  | PROPOSED PUBLIC OPEN SPACE  |
|  | ACQUIRED BY MINISTERIAL HOLDING CORP. NOW LOT 37 IN D.P.1071670 (AD718314)  |
| <del>-</del>                           | SEE ADDITIONAL SHEETS 121-129   |
|  | SEE ADMINISTRA SHEETS 121-129   |
|  | 0.075000  |
|  | S.P.75963   |
|  | S.P.75963   |
|  | SEE ADDITIONAL SHEETS 148-151   |
|  | SEE ADDITIONAL SHEETS 152-155   |
| NOW LOTS 54-56                         | SEE ADDITIONAL SHEETS 133-134   |
| 0                                      | PROPOSED PUBLIC OPEN SPACE  |
| 15                                     |   |
| 13                                     |   |
| 13                                     |   |
| 13                                     |   |
| 13                                     |   |
|  |   |
|  | DP 1129185 (AE 77307)   |
|  | PROPOSED PUBLIC OPEN SPACE A COLURAD BY SYDNEY HARBOUT FURESTARE AUTHORY  |
|  | S.P.73528   |
| ·· -· ·· ·· ·· ·· ·· ·· ·· · · · · · · | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1072361   |
|  |   |
|  |   |
|  | SEE ADDITIONAL SHEETS 137-147   |
|  | PROPOSED ROAD   |
|  |   |
|  | PROPOSED ROAD   |
|  | PROPOSED PUBLIC OPEN SPACE DP 1111 517 (AE 180564)  |
| <del>-0-</del>                         | PROPOSED PUBLIC OPEN SPACE A CAUINED BY SYDNEY HARBOUR FINE SHORE AUTHORITY N   |
| 251                                    | S.P.76418   |
| 941                                    |   |
| <del>+</del>                           | PROPOSED PUBLIC OPEN SPACE A CQUIRED BY DEF of PLANME DP 1111520 (AE 18909  |
| 2084                                   |   |
| 0                                      | PROPOSED PUBLIC OPEN SPACE  |
| 0                                      | PROPOSED PUBLIC OPEN SPACE  |
| 0                                      | PROPOSED PUBLIC OPEN SPACE  |
|  | PROPOSED PUBLIC OPEN SPACE  |
|  | PROPOSED ROAD   |
| <u> </u>                               | SEE ADDITIONAL SHEET 156  |
|  | SEE ADDITIONAL SHEET 156  |
|  |   |
|  | U. 1130 D. 1 C. C. 1130 J. 1  |
|  | PROPOSED PUBLIC OPEN SPACE ACQUIRED BY SYDNEY HARDON FURESUME AUTHORITY   |
| NOW LOT 80                             | SEE ADDITIONAL SHEETS 158 & 159   |
|  |   |
| NOW LOTS 78 & 79                       | SEE ADDITIONAL SHEETS 158 & 159   |
|  | SEE ADDITIONAL SHEETS 158 & 159   |
| NOW LOTS 78 & 79<br>581<br>0           | PROPOSED PUBLIC OPEN SPACE  |
| NOW LOTS 78 & 79<br>581                |   |
|  | NOW LOTS 39-44  NOW LOTS 71-73  965  0  NOW LOTS 36-38  0  0  NOW LOTS 39-45  89  100  5  NOW LOTS 67-70  NOW LOTS 71-73  NOW LOTS 54-56  0  15  13  13  13  13  14  757  0  NOW LOTS 57-62  NOW LOTS 63-66  0  215  0  0  215  0  0  0  251  941  941  2084  0  0  0  NOW LOTS 74-77 |

SURVEYORS REFERENCE: 031007 (LOT 65 ACQ)

Sheet 1 of Asheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.



## DP270215 S

(DOC.F



11.2.2009

Title System: TORRENS

Purpose: CONSOLIDATION

PLAN OF LOT 1 D.P.270215 FOLLOWING **CONVERSION OF LOT 45 IN D.P.270215 TO** COMMUNITY ASSOCIATION PROPERTY

LGA:

CITY OF SYDNEY

Locality: PYRMONT

Parish:

ST ANDREW

County: CUMBERLAND

Surveying Regulation, 2006

for additional certificates, signatures, seals and statements Crown Lands NSW/Western Lands Office Approval

Use PLAN FORM 6A

| l                    | this plan certify                       |
|----------------------|---|
| (Authorised Officer) | in regard to the allocation of the land |
| Signature:           |   |
|                      |   |
| File Number:         | *************************************** |
|                      |   |

### Subdivision Certificate

I certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

| the proposed                         | set out herein |
|--------------------------------------|----------------|
| (insert 'subdivision' or 'new road') |                |

|   |            | •••••••        |                |                 |
|---|------------|----------------|----------------|-----------------|
| * | Authorised | Person/General | Manager/Accred | tited Certifier |

| ristronded i crosm control managem teated commer |
|--|
| Consent Authority:                               |
| Date of Endorsement:                             |
| Accreditation no:                                |
| Subdivision Certificate no:                      |
|  |

\* Delete whichever is inapplicable.

| . Peter | William | Vandergraaf |  |
|---------|---------|-------------|--|

Whelans Insites Pty Ltd, DX288 Sydney. a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 19/06/2008.

| The | survey relates to LOT | 1 |
|-----|-----------------------|---|
|     | COMBILED              |   |

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Datum Line:

Type: Urban/Burat\*

Plans used in the preparation of survey/compilation D.P.270215 D.P.1010016

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

SURVEYOR'S REFERENCE: C165-070b-AS1.doc

Sheet 2 of #5sheet(s)

# PLAN OF LOT 1 D.P.270215 FOLLOWING CONVERSION OF LOT 45 IN D.P.270215 TO COMMUNITY ASSOCIATION PROPERTY

## DP270215

(DOC.F)

Registered: 85 11.2.2009

Subdivision Certificate No: ---

Date of Endorsement:: ---

Name of Development if any

Address for Service of Notice

JACKSONS LANDING

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

Any changes will be recorded on subsequent Administration Sheets.

Signature..... Date

\* Strike out whichever is inapplicable # Insert date of valuation
THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

#### SCHEDULE OF UNIT ENTITLEMENT

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

| LOT | ENTITLEMENT        | SUBDIVSION   |
|-----|--------------------|--|
| 1   | COMMUNITY PROPERTY |  |
| 2   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 3   | 1374               | S.P.62660  |
| 4   | NOW LOTS 71-73     | SEE ADDITIONAL SHEETS 152-155                              |
| 5   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 6   | NOW LOTS 26 & 27   | SEE ADDITIONAL SHEETS 39-44                                |
| 7   | NOW LOTS 23-55     | SEE ADDITIONAL SHEETS 35-38                                |
| 8   | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 9   | 234                | S.P.62406  |
| 10  | 348                | S.P.63466  |
| 11  | 194                |  |
| 12  | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92                                |
| 13  | 248                |  |
| 14  | NOW LOTS 46-53     | SEE ADDITIONAL SHEETS 130-132                              |
| 15  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 16  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 17  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 18  | <u></u>            | NOW ROAD COMPRISED IN 18/1011428                           |
| 19  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 20  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 21  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 22  | <u></u>            | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037 |
| 23  | 19                 |  |
| 24  | 301                | S.P.62661  |
| 25  | 48                 | S.P.63595  |
| 26  | 522                | S.P.65564  |
| 27  | 74                 |  |

SURVEYOR'S REFERENCE: C165-070b-AS2.doc

<sup>\*</sup> Strike out whichever is inapplicable

PLAN OF LOT 1 D.P.270215 FOLLOWING CONVERSION OF LOT 45 IN D.P.270215 TO **COMMUNITY ASSOCIATION PROPERTY** 

## DP270215

(DOC.F)

Sheet 3 of #5 sheet(s)



Subdivision Certificate No: -

Date of Endorsement: -

| 28       | 556            | S.P. 68839  |
|----------|----------------|---|
| 89       |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1042979 (SEE 9096647)    |
| 30       | NOW LOTS 33-35 | SEE ADDITIONAL SHEETS 64-92   |
| 31       | NOW LOTS 39-44 | SEE ADDITIONAL SHEETS 121-129   |
| 32       | NOW LOTS 71-73 | SEE ADDITONAL SHEEETS 152-155   |
| 33       | 965            | S.P.69581   |
| 34       |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061957 (AA151290)       |
| 35       | NOW LOTS 36-38 | SEE ADDITONAL SHEEETS 93-120  |
| 36       | V              | PROPOSED PUBLIC OPEN SPACE  |
| 37       |                | ACQUIRED BY MINISTERIAL HOLDING CORP, NOW LOT 37 IN D.F. 1071670 (AD718314) |
| 38       | NOW LOTS 39-45 | SEE ADDITIONAL SHEETS 121-129   |
| 39       | 89             |   |
| 40       | 100            | S.P.75963   |
| 41       | 5              | S.P.75963   |
| 42       | NOW LOTS 67-70 | SEE ADDITIONAL SHEETS 148-151   |
| 43       | NOW LOTS 71-73 | SEE ADDITIONAL SHEETS 152-155   |
| 44       | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134   |
| 45       |                | CONVERTED TO COMMUNITY PROPERTY   |
| 46       | 15             |   |
| 47       | 13             |   |
| 48       | 13             |   |
| 49       | 13             |   |
| 50       | 13             |   |
| 51       | 13             |   |
| 52       | 14             |   |
| 53       |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1129185 (AE77307)        |
| 54       | 757            | S.P.73528   |
| 55       |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1072361                  |
| 56       | NOW LOTS 57-62 | SEE ADDITIONAL SHEET 135  |
| 57       | NOW LOTS 63-66 | SEE ADDITIONAL SHEETS 137-147   |
| 58       | 0              | PROPOSÉD ROAD   |
| 59       | 215            |   |
| 60       | 0              | PROPOSED ROAD   |
| 61       | 0              | PROPOSED PUBLIC OPEN SPACE  |
| 62       | /              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1111517 (AE180564)       |
| 63       | 251            | S.P.76418   |
| 64       | 941            |   |
| 65       | /              | ACQUIRED BY MINISTERIAL HOLDING CORP, NOW LOT 65 IN Q.P.1111520             |
| 66       | 2084           |   |
| 67       | 6              | PROPOSED PUBLIC OPEN SPACE  |
| 68       | 0              | PROPOSED PUBLIC OPEN SPACE  |
| 69       | / 0            | PROPOSED PUBLIC OPEN SPACE  |
| 70       | 0              | PROPOSED PUBLIC OPEN SPACE  |
| 71       | 0              | PROPOSED ROAD   |
| 72 /     | NOW LOTS 74-77 | SEE ADDITIONAL SHEET 156  |
| 73/      | NOW LOTS 74-77 | SEE ADDITIONAL SHEET 156  |
| /14      | 0              | PROPOSED PUBLIC OPEN SPACE  |
| 75       |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1130807 (AE180573)       |
| <u> </u> |                | ACCORD BY STENET HARBOOK FORESHORE ACTION IT D.F. 130607 (AE160573)         |

SURVEYOR'S REFERENCE: C165-070b-AS3.doc

Sheet 4 of #5sheet(s)

PLAN OF LOT 1 D.P. 270215 FOLLOWING CONVERSION OF LOT 45 IN D.P.270215 TO COMMUNITY PROPERTY ASSOCIATION PROPERTY.

## DP270215



11.2.2009

Subdivision Certificate No: —

Date of Endorsement: ---

| 76    |                  | SEE ADDITIONAL SHEETS 158 & 159 |
|-------|------------------|---------------------------------|
| 77    | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159 |
| 78    | 581              | SP 80937                        |
| 79    | 0                | PROPOSED PUBLIC OPEN SPACE      |
| 80    | 0                | PROPOSED ROAD                   |
| TOTAL | 10000            |                                 |

signed seculed and delivered on behalf of Jacksons Londing Developments Pty
humbed by its atterneys under power
of atterney Book 4548 NO 512 and who
hereby states that they have not received
noticethen that the power of atterney has been revolved

HISTORICAL FILE

re of widness

KATE HARRADENCE some of withers

LEVELI, 19 HARRIS OF AVENONT 2009 Aldress of whitest

JENNIFER COOPER of atterney



SIGNED by DYNAMIC PROPERTY SERVICES PTY LIMITED (ACN 002 006 760) by its attorney HELEN WELLS duty appointed by Power of Attorney dated 4th May 2005 and who hereby states that she has not received any notice of the revocation of such Power of Attorney (Registered Book 4457 No. 486)

SURVEYOR'S REFERENCE: C165-070a-AS4.doc

Req:R413878 /Doc:DP 0270215 P /Rev:07-Sep-2012 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:04 /Seq:237 of 299 © Office of the Registrar-General /Src:SAIGLOBAL /Ref:

## DP270215

#### **APPROVED FORM 22**

Community Land Development Act 1989

#### Certificate that association agrees to schedule of unit entitlements

Community Association DP279215 certifies that it has, by unanimous resolution, agreed to each proposed unit entitlement and the proposed aggregate unit entitlement shown in the schedule on which this Certificate is endorsed.

-

Seal of Association No. 2102

SERVED by DYNAMIC PROPERTY SERVED.

PTY LIMITED (ACN 002 006 760) by its attornsy HELEN WELLS duly appointed by Power of Attorney dated 4th May 2016 and who hereby states that she has no received any notice of the revocation of such Power of Attorney (Processered Book 4457 No. 486)

REGISTERED ( ) AB 11-2-2009

Nicker of Albarie) - This Doob <u>w</u>87 or

e-plan

#### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 4 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

- 1. EASEMENT FOR ACCESS VARIABLE WIDTH (2A) (LIMITED IN STRATUM)
- 2. EASEMENT FOR SERVICES VARIABLE WIDTH (2B) (LIMITED IN STRATUM)
- 3. EASEMENT FOR FIRE STAIRS & PASSAGES VARIABLE WIDTH (2C) (LIMITED IN STRATUM)
- 4. EASEMENT FOR CONSTRUCTION PURPOSES VARIABLE WIDTH (2D) (LIMITED IN STRATUM)
- 5. EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (2E) (LIMITED IN STRATUM)
- 6. EASEMENT TO USE BICYCLE STORAGE ROOM VARIABLE WIDTH (2F) (LIMITED IN STRATUM)
- EASEMENT TO USE LOADING DOCK VARIABLE WIDTH (2G) (LIMITED IN STRATUM)
- 8. EASEMENT TO USE CAR WASH BAY VARIABLE WIDTH (2H) (LIMITED IN STRATUM)

LOTS 81 & 82 ARE DEVELOPMENT LOTS.

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

| Crown Lands NSW/Western Lands Office Approval  |
|--|
| Iin approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given         |
| Signature: Date: File Number: Office:  |
| Subdivision Certificate<br>I certify that the provisions of s.109J of the Environmental Planning an<br>Assessment Act 1979 have been satisfied in relation to: |
| the proposed   |
| * Authorised <del>Persen/Ge</del> ner <del>al-Manager/</del> Accredited <del>Certific</del> r  |

Consent Authority: C1+y of Sydney Date of Endorsement: 18 February 2009

File no: S/2009/3

Accreditation no: Subdivision Certificate no: 7/2009

Delete whichever is inapplicable.

### DP270215

(DOC.G)

OFFICE USE ONL'

Registered:

3.4.2009

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 64 & 66 IN D.P.270215

LGA:

SYDNEY

Locality: PYRMONT

Parish:

ST ANDREW

County: CUMBERLAND

#### Surveying Regulation, 2006

I. TASY MORAITIS

of DENNY LINKER & Co., Level 5, 17 RANDLE ST, SURRY HILLS. 2010 a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 12-12-2008

The survey relates to

.THE ADJUSTED BOUNDARY BETWEEN LOTS 64 & 66...

AND EASEMENTS

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

.....Dated : 20/01/2009 Surveyor registered under the Surveying Act, 2002

Datum Line: ...'X'.-'Y'.....

Type: Urban/Rural

Plans used in the preparation of survey/compilation D.P. 270215

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

SURVEYORS REFERÊNCE:

- 031007-SUB2 2008M7100(1245) PARTIAL SURVÉY PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

e-plan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOTS 64 & 66 IN D.P.270215

DP270215

(DOC.G)

Registered:



Subdivision Certificate No:

7/2009

Date of Endorsment:

18 February 2009

Executed by Jacksons Landing Development Pty Limited ACN. 073 932 206 by its Attorneys under a Power of Attorney dated るしい 2008 registered Book はち48 No. 5 D

who declare that they have not received any notice of the revocation of that Power of Attorney in the presence of

Signature of Attorney

Deep

Signature of witness

banielle loupal

Name of Witness

JEWNIER COOPER Name of Attorney

Signature of Attorney

Eden Skyring Name of Attorney

THE DEFINITION OF THE ALIGNMENT

OF BANK ST & BOWMAN ST TO THE EXTENT SHOWN HEREON IS SATISFACTORY TO THE COUNCIL OF THE CITY OF SYDNEY.

686 Situled Atterney Paite and Musican Kelaura under Power of Attorney No Date 12/4/07 Bk Number 4517

EXECUTED by Australian Executor ) Trustees (NSW) Limited by Its duly)

Number 213

SURVEYORS REFERENCE: 031007-SUB2

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

#### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 3 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOTS 64 & 66 IN D.P.270215

## DP270215

(DOC.G)

OFFICE USE ONLY

Registered:



3.4.2009

Subdivision Certificate No:

7/2009

Date of Endorsement:

February 2009

Name of Development if any JACKSONS LANDING

Address for Service of Notice

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

This administration sheet(s) shows an updated schedule of unit entitlements and supercedes sheets 1 and 2 of Plan Administration sheet (Doc. E) registered on the 24/11/2008 Strike out whichever is inapplicable

I STUART COX of CB RICHARD EUIS MY LIMITED

BEING A VALUER REGISTERED UNDER THE VALUER'S REGISTRATION ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET VALUES OF SUCH LOTS AT 11/03/2000 BEING THE DATE OF THE VALUER'S CERTIFICATE LODGED WITH THE ORIGINAL INITIAL SCHEDULE. Signature 250 (Signature Date 13/03/09.

\* Strike out whichever is inapplicable # Insert date of valuation THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

### SCHEDULE OF UNIT ENTITLEMENT

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

| TQ1 | U.E.               | SUBDIVISION  |
|-----|--------------------|--|
| 1   | COMMUNITY PROPERTY |  |
| 2   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                              |
| 3   | 1374               | S.P.62660  |
| 4   | NOW LOTS 71-73     | SEE ADDITIONAL SHEETS 152-155                            |
| 5   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                              |
| 6   | NOW LOTS 26 & 27   | SEE ADDITIONAL SHEETS 39-44                              |
| 7   | NOW LOTS 23-25     | SEE ADDITIONAL SHEETS 35-38                              |
| 8   | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                            |
| 9   | 234                | S.P.82406  |
| 10  | 348                | S.P.63468  |
| 11  | 194                |  |
| 12  | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64/82                              |
| 13  | 248                |  |
| 14  | NOW LOTS 46-53     | SEE ADDITIONAL SHEETS 130-132                            |
| 15  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 138-134                            |
| 16  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                            |
| 17  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                            |
| 18  | 0                  | NOW ROAD COMPRISED IN 18/1011428                         |
| 19  | NOW LOTS 28-32     | SPÉ ADDITIONAL SHEETS 45-63                              |
| 20  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                            |
| 21  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                              |
| 22  | 0 /                | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORRY D.P.1079037 |
| 23  | 719                |  |
| 24  | 301                | S.P.62661  |
| 25  | 48                 | S.P.63595  |
| 26  | 522                | S.P.65564  |
| 21  | 74                 |  |

SURVEYORS REFERENCE: 031007-SUB2

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

e-plan

#### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOTS 64 & 66 IN D.P.270215

## DP270215

(DOC.G)

Registered:



3.4.2009

Subdivision Certificate No:

7/2009

Date of Endorsment:

18 February 2009

| LOT  | U.E.             | SUBDIVISION  |
|------|------------------|--|
| 28   |                  | S.P.68839  |
| ₹9   | 0                | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1042979 (SEE 9096647)    |
| 38   | NOW LOTS 33-35   | SEE ADDITIONAL SHEETS 64-92  |
| 31   | NOW LOTS 39-44   | SEE ADDITIONAL SHEETS 121-129  |
| 32   | NOW LOTS 71-73   | SEE ADDITIONAL SHEETS 152-155  |
| 33   | 965              | S.P.69581  |
| 34   | 0                | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1061957 (AA)61290)       |
| 35   | _                | SEE ADDITIONAL SHEETS 93-120   |
| 36   | 0                | PROPOSED PUBLIC OPEN SPACE   |
|      |                  | ACQUIRED BY MINISTERIAL HOLDING CORP. NOW LOT 37 IN D.P.1071870 (AD718314) |
| 37   |                  |  |
| 38   |                  | SEE ADDITIONAL SHEETS 121-129  |
| 39   | 89               |  |
| 40   | 100              | S.P.75963  |
| 41   | 5                | S.P.75963  |
| 42   | NOW LOTS 67-70   | SEE ADDITIONAL SHEETS 148-151  |
| 43   |                  | SEE ADDITIONAL SHEETS 152-155  |
| 44   | NOW LOTS 54-56   | SEÈADDITIONAL SHEETS 133-134   |
| 45   | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 46   | 15               |  |
| 47   | 13               |  |
| 48   | 13               |  |
|      | L                |  |
| 49   | 13               |  |
| 50   | 13               |  |
| 51   | 13               |  |
| 52   | 14               |  |
| 53   |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1129185 (AE77307)       |
| 54   | 757              | S.P.73528  |
| 55   | 0                | ACQUIRED BY SYDNEY HARROUR FORSHORE AUTHORITY D.P.1072361                  |
| 56   | NOW LOTS 57-62   | SEE ADDITIONAL SHEET 136   |
| 57   |                  | SEE ADDITIONAL SHEETS 137-14X  |
| 58   | 0                | PROPOSED ROAD  |
| 59   | 215              |  |
| 60   | 0                | PROPOSED ROAD  |
|      | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 61   | 0                | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1111517 (AE180564)       |
| 62   |                  | 3  |
| 63   | 251              | S.P.76418  |
| 64   | NOW LOTS 81&82   | SEE ADDITIONAL SHEETS 160-167  |
| 65   |                  | ACQUIRED BY DEPARTMENT OF PLANNING D.P.11 \(\) 520 (AE189093)              |
| 66   | NOW LOTS 81&82   |  |
| 67   | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 68   | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 69   | 0 /              | PROPOSED PUBLIC OPEN SPACE   |
| 70   | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 71   | 1 0              | PROPOSED ROAD  |
| 72   |                  | SEE ADDITIONAL SHEET 156   |
| 73   | NOW LØTS 74-77   |  |
|      | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 74   | / U              |  |
| 75   | 1 (10)           | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1130807 (AE180573)       |
| 76   | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159  |
| 77   | MOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159  |
| 78 / | 581              |  |
| 79 / | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 80   | 0                | PROPOSED ROAD  |
|      |                  |  |
|      | 941              | ISP82306   |
| 81   | 941<br>2084      | SP82306  |

SURVEYORS REFERENCE: 031007-SUB2 HISTORICAL FILE
SEE ADMINISTRATION SHEET (DOC.H)

X:\JACKSONS\_LANDING\031007-DISTILLERY\_HILL\_STG-2\STRATUM-FINAL\031007 - ADMIN - 04.dwg

\* OFFICE USE ONLY

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT
ASSOCIATED WITH THE ACQUISITION OF

DP270215

(DOC.H)



AB 4.8.2009

Sheet 1 of 3 sheet(s)

Subdivision Certificate No:

LOT 70 D.P.270215

Date of Endorsement::

Name of Development if any

**JACKSONS LANDING** 

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

Any changes will be recorded on subsequent Administration Sheets.

This is an updated Schedule of Unit Entitlements and replaces the Schedule registered on ... 3:4:2009

\* Strike out whichever is inapplicable

Address for Service of Notice

Signature......Date

\* Surke out whichever is inapplicable # Insert date of valuation
THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

made by me on #.....

#### SCHEDULE OF UNIT ENTITLEMENT

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

| FOL | ENTITLEMENT         | SUBDIVSION   |
|-----|---------------------|--|
| 1   | COMMUNITY PROPERTY  |  |
| 2   | NOW LOTS 28-32      | SEE ADDITIONAL SHEETS 45-63                                |
| 3   | 1374                | S.P.62660  |
| 4   | NOW LOTS 71-73      | SEE ADDITIONAL SHEETS 152-155                              |
| 5   | NOW LOTS 28-32      | SEE ADDITIONAL SHEETS 45-63                                |
| 6   | NOW LOTS 26 & 27    | SEE ADDITIONAL SHEETS 39-44                                |
| 7   | NOW LOTS 23-34 2-5€ | SEE ADDITIONAL SHEETS 35-38                                |
| - 8 | NOW LOTS 54-56      | SEE ADDITIONAL SHEETS 133-134                              |
| 9   | 234                 | S.P.62406  |
| 10  | 348                 | S.P.63466  |
| 11  | 194                 |  |
| 12  | NOW LOTS 33-35      | SEE ADDITIONAL SHEETS 64-92                                |
| 13  | 248                 |  |
| 14  | NOW LOTS 46-53      | SEE ADDITIONAL SHEETS 130-132                              |
| 15  | NOW LOTS 54-56      | SEE ADDITIONAL SHEETS 133-134                              |
| 16  | NOW LOTS 54-56      | SEE ADDITIONAL SHEETS 133-134                              |
| 17  | NOW LOTS 54-56      | SEE ADDITIONAL SHEETS 133-134                              |
| 18  |                     | NOW ROAD COMPRISED IN 18/1011428                           |
| 19  | NOW LOTS 28-32      | SEE ADDITIONAL SHEETS 45-63                                |
| 20  | NOW LOTS 54-56      | SEE ADDITIONAL SHEETS 133-134                              |
| 21  | NOW LOTS 28-32      | SEE ADDITIONAL SHEETS 45-63                                |
| 22  | -/                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P-1079037 |
| 23  | 19                  |  |
| 24  | 301                 | S.P.62661 .  |
| 25  | 48                  | S.P.63595  |
| 26  | 522                 | S.P.65564  |
| 27  | 74                  |  |

SURVEYOR'S REFERENCE: C165-040a-AS3.doc

### **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

### REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 70 D.P.270215

## DP270215



Registered: 18 4.8. 2009

Subdivision Certificate No:

Date of Endorsement:

| 28        | 556            | S.P. 68839   |
|-----------|----------------|--|
| 29        | _              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1042979 (SEE 9096647) |
| 30\       | NOW LOTS 33-35 | SEE ADDITIONAL SHEETS 64-92  |
| 31        | NOW LOTS 39-44 | SEE ADDITIONAL SHEETS 121-129  |
| 32        | NOW LOTS 71-73 | SEE ADDITONAL SHEEETS 152-155  |
| 33        | 965            | S.P.69581  |
| 34        | _              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061957 (AA151290)    |
| 35        | NOW LOTS 36-38 | SEE ADDITONAL SHEEETS 93-120   |
| 36        | 0              | PROPOSED PUBLIC OPEN SPACE   |
|           |                | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND   |
| 37        | _ \            | ASSESMENT ACT 1979 NOW LOT 37 IN D.P.1071670 (AD718314)                  |
| 38        | NOW LOTS 3945  | SEE ADDITIONAL SHEETS 121-129  |
| 39        | 89             |  |
| 40        | 100            | S.P.75963  |
| 41        | 5              | S.P.75963  |
| 42        | NOW LOTS 67-70 | SEE ADDITIONAL SHEETS 148-151  |
| 43        | NOW LOTS 71-73 | SEE ADDITIONAL SHEETS 152-155  |
| 44        | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134  |
| 45        |                | CONVERTED TO COMMUNITY PROPERTY  |
| 46        | 15             |  |
| 47        | 13             |  |
| 48        | 13             |  |
| 49        | 13             |  |
| 50        | 13             |  |
| 51        | 13             |  |
| 52        | 14             |  |
| 53        |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1129185 (AE 77307)    |
| 54        | 757            | S.P.73528  |
| 55        |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1072361 (A.B. 419.76) |
| 56        | NOW LOTS 57-62 | SEE ADDITIONAL SHEET 135   |
| 57        | NOW LOTS 63-66 | SEE ADDITIONAL SHEETS 137-147  |
| 58        | 0              | PROPOSED ROAD  |
| 59        | 215            |  |
| 60        | 0              | PROPOSED ROAD  |
| 61        | 0              | IPROPOSED PUBLIC OPEN SPACE  |
|           |                | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENTRONMENTAL PLANNING AND    |
| 62        | _ /            | ASSESMENT ACT 1979 NOW LOT 62 IN D.P.1111517                             |
| 63        | 251            | S.P.76418  |
| 64        | NOW LOTS 81-82 | SEE ADDITIONAL SHEETS 160-167  |
| 65        |                | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND   |
| ~         | 7              | ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520                             |
| 66        | NOW LOTS 81-82 | SEE ADDITIONAL SHEETS 160-167  |
| 67        | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 68        | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 69        | 0              |  |
|           | /- <u> </u>    | PROPOSED PUBLIC OPEN SPACE   |
|           | <del>-</del>   | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND    |
| 70        |                | ACCECNIENT ACT ACTO NORALL CT TO IND DIALLOSS                            |
| /0<br>//1 | 0              | ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251  PROPOSED ROAD              |

SURVEYOR'S REFERENCE: C165-040a-AS4.doc

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 70 D.P.270215

DP270215

(DOC.H

Registered:



Sheet 3 of 3 sheet(s)

Subdivision Certificate No:

Date of Endorsement:

| 73    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156  |
|-------|------------------|---|
| 74    | 0                | PROPOSED PUBLIC OPEN SPACE  |
| 75    | -                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP 1130807 (AE 180573) |
| 76    | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159                                       |
| 77    | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159                                       |
| 78    | 581              |   |
| 79    | 0                | PROPOSED PUBLIC OPEN SPACE  |
| 80    | 0                | PROPOSED ROAD   |
| 81    | 941              |   |
| 82    | 2084             |   |
| IOTAL | 10000            |   |

## HISTORICAL FILE SEE ADMINISTRATION SHEET (DOC.I)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 68 D.P.270215

### DP270215

(INOCI)

Sheet 1 of 3 sheet(s)

Registered:



8 4.8.200°

Subdivision Certificate No:

Date of Endorsement::

Name of Development if any

**JACKSONS LANDING** 

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

Any changes will be recorded on subsequent Administration Sheets.

This is an updated Schedule of Unit Entitlements and replaces the Schedule registered on....4:8:299?...

\* Strike out whichever is inapplicable

Address for Service of Notice

| l,,  |
|--|
| of   |
| being a Valuer registered under the Valuers Registration |
| Act 1975, certify that the Unit Entitlements shown on    |
| *this sheet/*these sheets are based upon valuations      |
| made by me on #  |

Signature Date

\* Strike out whichever is inapplicable # Insert date of valuation

ANS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

#### SCHEDULE OF UNIT ENTITLEMENT

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

| LOT      | ENTITLEMENT        | SUBDIVSION   |
|----------|--------------------|--|
| <u> </u> | COMMUNITY PROPERTY | CODDITION  |
| 2        | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 3        | 1374               | S.P.62660  |
| 4        | NOW LOTS 71-73     | SEE ADDITIONAL SHEETS 152-155                              |
| 5        | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 6        | NOW LOTS 26 % 27   | SEE ADDITIONAL SHEETS 39-44                                |
| 7        | NOW LOTS 23-55 25  | SEE ADDITIONAL SHEETS 35-38                                |
| 8        | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 9        | 234                | S.P.62406  |
| 10       | 348                | S.P.63466  |
| 11       | 194                |  |
| 12       | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92                                |
| 13       | 248                |  |
| 14       | NOW LOTS 46-53     | SEE ADDITIONAL SHEET'S 130-132                             |
| 15       | NOW LOTS 54-56     | SEE ADDITIONAL & FIETS 133-134                             |
| 16       | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 17       | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 18       |                    | NOW ROAD COMPRISED IN 18/1011428                           |
| 19       | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 20       | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 21       | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 22       | -                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037 |
| 23       | 19                 |  |
| 24       | 301                | S.P.62661  |
| 25       | 48                 | S.P.63595  |
| 28       | 522                | S.P.65564  |
| 27       | 74                 |  |

SURVEYOR'S REFERENCE: C165-075b-AS3.doc

### **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 68 D.P.270215

## DP270215

(DOC. I)



Registered: 68 4 . 8 . 2009

Subdivision Certificate No:

Date of Endorsement:

| 28   | <u> </u>       |  |  |
|--|----------------|--|--|
| 30   | 28             | 556  | S.P. 68839                                   |
| 31   |                | -  |  |
| 22   | <del></del>    | <del></del>                                      |  |
| 33   965   S.P.69581   |                | <u> </u>   | ·  |
| ACCUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061967 (AMI51290)  |                | <del> </del>                                     |  |
| 35   |                | 965  |  |
| Second Process Public Open Space   Acquired By The Minster Administrating the Emironmental Planning and   Assessment act 1979 Now LOT 37 IND.P.1071670 (AD718314)  |                | -  |  |
| ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL FLANNING AND ASSESSMENT ACT 1979 NOWLOT 37 IND.P.1071670 (AD718314)  38 NOWLOTS 39-45 SEE ADDITIONAL SHEETS 121-129  40 100 S.P.75963  41 5 S.P.75963  42 NOWLOTS 67-70 SEE ADDITIONAL SHEETS 148-151  43 NOWLOTS 71-73 SEE ADDITIONAL SHEETS 162-155  44 NOWLOTS 51-56 SEE ADDITIONAL SHEETS 133-134  45 — COMERTED TO COMMUNITY PROPERTY  46 15  47 13  49 13  50 13  51 13  52 14  75 S.P.73628  ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1129185 (AE 77307)  54 757 S.P.73628  55 — ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1072361 (AB 9-19-76)  56 NOWLOTS 57-62 SEE ADDITIONAL SHEETS 137-147  57 NOWLOTS 63-66 SEE ADDITIONAL SHEETS 137-147  58 0 PROPOSED ROAD  60 0 PROPOSED ROAD  60 0 PROPOSED ROAD  61 0 PROPOSED ROAD  62 — ACQUIRED BY THE MINISTER ADMINISTRATING THE BANKRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOWLOT 66 IN D.P.1111520  66 NOWLOTS 81-82 SEE ADDITIONAL SHEETS 160-167  67 ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOWLOT 66 IN D.P.1111520  68 NOWLOTS 81-82 SEE ADDITIONAL SHEETS 160-167  69 O PROPOSED PUBLIC OPEN SPACE  60 NOWLOTS 81-82 SEE ADDITIONAL SHEETS 160-167  60 NOWLOTS 81-82 SEE ADDITIONAL SHEETS 160-167  60 O PROPOSED PUBLIC OPEN SPACE  61 O PROPOSED PUBLIC OPEN SPACE  62 — ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOWLOT 66 IN D.P.1111520  66 NOWLOTS 81-82 SEE ADDITIONAL SHEETS 160-167  67 O PROPOSED PUBLIC OPEN SPACE  68 — ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOWLOT 66 IN D.P.1111520  69 O PROPOSED PUBLIC OPEN SPACE  60 O PROPOSED PUBLIC OPEN SPACE  61 O PROPOSED PUBLIC OPEN SPACE  62 — ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOWLOT 66 IN D.P. 11115201  60 O PROPOSED PUBLIC OPEN SPACE  61 O PROPOSED PUBLIC OPEN SPACE  62 — ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOWLOT 66 IN D.P. 11 |                | <del>\                                    </del> |  |
| ASSESMENT ACT 1979 NOW LOT 37 IN D.P.1071670 (AD718314)  | 36             | \0   |  |
| 38   | l              |  |  |
| 39   89  |                | -  |  |
| 40   |                | <del></del>                                      | SEE ADDITIONAL SHEETS 121-129                |
| 41   |                | <del></del>                                      |  |
| ACQUIRED BY SYDNEY HARBOUR PORESHORE AUTHORITY D.P.1129185 (AE 17307)  |                | <del>\</del>                                     |  |
| 43   |                | <del>_</del>                                     |  |
| 44   |                |  |  |
| 45   |                |  | <u>.                                    </u> |
| 46   |                | NOW LOTS 54-56                                   |  |
| 47   |                |  | CONVERTED TO COMMUNITY PROPERTY              |
| 48   |                |  |  |
| 13   |                |  |  |
| 50   |                |  |  |
| 51   |                |  |  |
| 52   |                |  |  |
| S3   |                |  |  |
| S4   |                |  |  |
| - ACQUIRED BY SYDNEY HARBOUR PORESHORE AUTHORITY D.P.1072361 (AB 1-19-7-6)  56 NOW LOTS 57-62 SEE ADDITIONAL SHEET 135  57 NOW LOTS 63-66 SEE ADDITIONAL SHEETS 137-147  58 0 PROPOSED ROAD  59 215  60 0 PROPOSED ROAD  61 0 PROPOSED PUBLIC OPEN SPACE  ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND  62 - ASSESMENT ACT 1979 NOW LOT 62 IN D.P. 1111517  63 251 S.P.76418  64 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167  65 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND  ASSESMENT ACT 1979 NOW LOT 65 IN D.P. 1111520  66 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167  67 0 PROPOSED PUBLIC OPEN SPACE  68 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND  ASSESMENT ACT 1979 NOW LOT 66 IN D.P.  69 0 PROPOSED PUBLIC OPEN SPACE  70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND  ASSESMENT ACT 1979 NOW LOT 68 IN D.P.  70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND  ASSESMENT ACT 1979 NOW LOT 68 IN D.P.  70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND  ASSESMENT ACT 1979 NOW LOT 70 IN D.P. 1116251   |                |  |  |
| 56 NOW LOTS 57-62 SEE ADDITIONAL SHEET 135 57 NOW LOTS 63-66 SEE ADDITIONAL SHEETS 137-147 58 0 PROPOSED ROAD 59 215 60 0 PROPOSED ROAD 61 0 PROPOSED PUBLIC OPEN SPACE 62 - ASSESMENT ACT 1979 NOW LOT 62 IN D.P.1111517 63 251 S.P.76418 64 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167 65 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520 66 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167 67 0 PROPOSED PUBLIC OPEN SPACE 68 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 66 IN D.P. 11111520 69 0 PROPOSED PUBLIC OPEN SPACE 70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 66 IN D.P. 71 0 PROPOSED PUBLIC OPEN SPACE 70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 66 IN D.P. 11116251  |                | /5/  |  |
| 57 NOW LOTS 63-66 SEE ADDITION(AL SHEETS 137-147  58 0 PROPOSED ROAD  59 215  60 0 PROPOSED ROAD  61 0 PROPOSED PUBLIC OPEN SPACE  ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND  62 - ASSESMENT ACT 1979 NOW LOT 62 IN D.P.1111517  63 251 S.P.76418  64 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167  65 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND  ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520  66 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167  67 0 PROPOSED PUBLIC OPEN SPACE  68 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND  ASSESMENT ACT 1979 NOW LOT 68 IN D.P.  69 0 PROPOSED PUBLIC OPEN SPACE  70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND  ASSESMENT ACT 1979 NOW LOT 68 IN D.P.  69 0 PROPOSED PUBLIC OPEN SPACE  70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND  ASSESMENT ACT 1979 NOW LOT 60 IN D.P. 11116251  71 0 PROPOSED ROAD   |                | - NOW  |  |
| 58 0 PROPOSED ROAD 59 215 60 0 PROPOSED ROAD 61 0 PROPOSED ROAD 61 0 PROPOSED PUBLIC OPEN SPACE ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND 62 - ASSESMENT ACT 1979 NOW LOT 62 IN D.P.1111517 63 251 S.P.76418 64 NOW LOTS 81,82 SEE ADDITIONAL SHEETS 160-167 65 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520 66 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167 67 0 PROPOSED PUBLIC OPEN SPACE 68 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P. 69 0 PROPOSED PUBLIC OPEN SPACE 70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251  |                |  |  |
| 59 215 60 0 PROPOSED ROAD 61 0 PROPOSED PUBLIC OPEN SPACE  ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 62 IN D.P.1111517 63 251 S.P.76418 64 NOW LOTS 81,82 SEE ADDITIONAL SHEETS 160-167 65 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520 66 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167 67 0 PROPOSED PUBLIC OPEN SPACE 68 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P. 69 0 PROPOSED PUBLIC OPEN SPACE 70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P. 69 0 PROPOSED PUBLIC OPEN SPACE   |                |  |  |
| 60 0 PROPOSED ROAD 61 0 PROPOSED PUBLIC OPEN SPACE  ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 62 IN D.P.1111517 63 251 S.P.76418 64 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167 65 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520 66 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167 67 0 PROPOSED PUBLIC OPEN SPACE 68 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P. 69 0 PROPOSED PUBLIC OPEN SPACE 70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P. 69 0 PROPOSED PUBLIC OPEN SPACE  |                |  | PROPOSED ROAU                                |
| 61 0 PROPOSED PUBLIC OPEN SPACE  ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 62 IN D.P.1111517  63 251 S.P.76418  64 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167  ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520  66 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167  67 0 PROPOSED PUBLIC OPEN SPACE 68 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P. 69 0 PROPOSED PUBLIC OPEN SPACE 70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P.  69 1 PROPOSED PUBLIC OPEN SPACE 70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251  71 0 PROPOSED ROAD  |                |  | PROPOSED BOLD                                |
| ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 62 IN D.P.1111517  63 251 S.P.76418 64 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167 65 — ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520  66 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167  67 0 PROPOSED PUBLIC OPEN SPACE 68 — ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P. 69 0 PROPOSED PUBLIC OPEN SPACE 70 — ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251  71 0 PROPOSED ROAD  |                | · · · · · · · · · · · · · · · · · · ·            |  |
| 62 ASSESMENT ACT 1979 NOW LOT 62 IN D.P.1111517 63 251 S.P.76418 64 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167 65 ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520 66 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167 67 0 PROPOSED PUBLIC OPEN SPACE 68 ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P. 69 0 PROPOSED PUBLIC OPEN SPACE 70 ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251 71 0 PROPOSED ROAD   | 61             |  |  |
| 63 251 S.P.76418 64 NOW LOTS 81,82 SEE ADDITIONAL SHEETS 160-167 65 — ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520 66 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167 67 0 PROPOSED PUBLIC OPEN SPACE 68 — ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P. 69 0 PROPOSED PUBLIC OPEN SPACE 70 — ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251 71 0 PROPOSED ROAD   | 1 <sub>~</sub> | /  | l  |
| 64 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167  65 — ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520  66 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167  67 0 PROPOSED PUBLIC OPEN SPACE  68 — ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P.  69 0 PROPOSED PUBLIC OPEN SPACE  70 — ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251  71 0 PROPOSED ROAD   |                | -  |  |
| 65 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520  66 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167  67 0 PROPOSED PUBLIC OPEN SPACE  68 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P.  69 0 PROPOSED PUBLIC OPEN SPACE  70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251  71 0 PROPOSED ROAD  |                |  |  |
| ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520  66 NOW LOTS 81-82 SEE ADDITIONAL SHEETS 160-167  67 0 PROPOSED PUBLIC OPEN SPACE  68 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P.  69 0 PROPOSED PUBLIC OPEN SPACE  70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251  71 0 PROPOSED ROAD   |                | NOW LOTS 81-82                                   |  |
| 66 NOW LÓTS 81-82 SEE ADDITIONAL SHEETS 160-167 67 0 PROPOSED PUBLIC OPEN SPACE 68 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P. 69 0 PROPOSED PUBLIC OPEN SPACE 70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251 71 0 PROPOSED ROAD  | 65             | -/   |  |
| 67 0 PROPOSED PUBLIC OPEN SPACE 68 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P. 69 0 PROPOSED PUBLIC OPEN SPACE 70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251 71 0 PROPOSED ROAD  | L              | NOW! OTTO DE DO                                  |  |
| 68 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P. 69 0 PROPOSED PUBLIC OPEN SPACE 70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251  71 0 PROPOSED ROAD   |                |  |  |
| ASSESMENT ACT 1979 NOW LOT 68 IN D.P.  69 0 PROPOSED PUBLIC OPEN SPACE  70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251  71 0 PROPOSED ROAD  |                | / U  |  |
| 69 0 PROPOSED PUBLIC OPEN SPACE 70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 70 IN D.P.1116251 71 0 PROPOSED ROAD  | 68             | / -  | ·  |
| 70 - ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251  71 0 PROPOSED ROAD  | <u> </u>       |  |  |
| ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251  71 0 PROPOSED ROAD   |                | / 0  |  |
| 1/1 0 PROPOSED ROAD  | 70 /           | <b>-</b>   | \  |
|  | <del> </del>   |  |  |
| / /Z   NOW LOTS /4-//   SEE ADDITIONAL SHEET 156   |                |  |  |
|  | / 72           | NOW LOTS 74-77                                   | SEE ADDITIONAL SHEET 156                     |

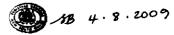
SURVEYOR'S REFERENCE: C165-075b-AS4.doc

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 68 D.P.270215

DP270215

DOC.T

Registered:



Sheet 3 of 3 sheet(s)

Subdivision Certificate No:

Date of Endorsement:

| 73    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156  |
|-------|------------------|---|
| 74    | 0                | PROPOSED PUBLIC OPEN SPACE  |
| 75    | -                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DF 1130807 (AE 180573) |
| 76    | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159                                       |
| 77    | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159                                       |
| 78    | 581              |   |
| 79    | 0                | PROPOSED PUBLIC OPEN SPACE  |
| 80    | 0                | PROPOSED ROAD   |
| 81    | 941              |   |
| 82    | 2084             |   |
| IOTAL | 10000            |   |

### **HISTORICAL FILE**

**SEE ADMINISTRATION SHEET (DOCUMENT J)** 

SURVEYOR'S REFERENCE: C165-075b-AS5.doc

Sheet 1 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 67 D.P.270215



(2004)

Registered:



SB 29.10.2009

Subdivision Certificate No:

Date of Endorsement::

Name of Development if any

JACKSONS LANDING

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

Any changes will be recorded on subsequent Administration Sheets.

This is an updated Schedule of Unit Entitlements and replaces the Schedule registered on... 4 18 2009

\* Strike out whichever is inapplicable

being a Valuer registered under the Valuers Registration

Address for Service of Notice

Act 1975, certify that the Unit Entitlements shown on \*this sheet/\*these sheets are based upon valuations made by me on #.....

Signature...... Date .......

\* Strike out whichever is inapplicable # Insert date of valuation THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

#### SCHEDULE OF UNIT ENTITLEMENT

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

| <b>LOT</b> | ENTITLEMENT        | SUBDIVSION  |
|------------|--------------------|---|
|            | COMMUNITY PROPERTY |   |
| 2          | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                 |
| 3          | 1374               | S.P.62660   |
| 4          | NOW LOTS 71-73     | SEE ADDITIONAL SHEETS 152-155                               |
| 5          | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                 |
| 6          | NOW LOTS 26 8 27   | SEE ADDITIONAL SHEETS 39-44                                 |
| 7          | NOW LOTS 23-55 2-5 | SEE ADDITIONAL SHEETS 35-38                                 |
| 8          | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                               |
| 9          | 234                | S.P.68406   |
| 10         | 348                | S.P.63466   |
| 11         | 194                |   |
| 12         | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92                                 |
| 13         | 248                |   |
| 14         | NOW LOTS 46-53     | SEE ADDITIONAL SHEET'S 130-132                              |
| 15         | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                               |
| 16         | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                               |
| 17         | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                               |
| 18         | -                  | NOW ROAD COMPRISED IN 18/1011428                            |
| 19         | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                 |
| 20         | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                               |
| 21         | NOW LOTS 28/32     | SEE ADDITIONAL SHEETS 45-63                                 |
| 22         | -/                 | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1079037 |
| 23         | 19                 |   |
| 24         | 301                | S.P.62661   |
| 25         | 48                 | S.P.63595   |
| 26         | 522                | S.P.65564   |
| 27         | 74                 |   |

SURVEYOR'S REFERENCE: C165-076a-AS3.doc

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 67 D.P.270215

## DP270215

(5000.7)

Sheet 2 of 3 sheet(s)

Registered:

SB 22.10.2009

Subdivision Certificate No:

Date of Endorsement:

| <u> </u>   |                |  |
|------------|----------------|--|
| 28         | 556            | S.P. 68839   |
| <b>2</b> 9 | -              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1042979 (SEE 9096647)     |
| 30         | NOW LOTS 33-35 | SEE ADDITIONAL SHEETS 64-92  |
| 31         | NOW LOTS 39-44 | SEE ADDITIONAL SHEETS 121-129  |
| 32         | NOW LOTS 71-73 | SEE ADDITONAL SHEEETS 152-155  |
| 33         | 965            | S.P.69581  |
| 34         |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1061957 (AA151290)       |
| 35         | NON LOTS 36-38 | SEE ADDITONAL SHEEETS 93-120   |
| 36         | <u> </u>       | PROPOSED PUBLIC OPEN SPACE   |
| 37         |                | ACQUIRED BY MINISTERIAL HOLDING CORP, NOW LOT 37 IN D.P. 19771670 (AD718314) |
| 38         | NOW LOTS 39-45 | SEE ADDITIONAL SHEETS 121-129  |
| 39         | 89 🔪           |  |
| 40         | 100            | S.P.75963  |
| 41         | 5              | S.P.75963  |
| 42         | NOW LOTS 67-70 | SEE ADDITIONAL SHEETS 148-151  |
| 43         | NOW LOTS 71-73 | SEE ADDITIONAL SHEETS 152-155  |
| 44         | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134  |
| 45         | _              | CONVENTED TO COMMUNITY PROPERTY  |
| 46         | 15             |  |
| 47         | 13             |  |
| 48         | 13             |  |
| 49         | 13             |  |
| 50         | 13             |  |
| 51         | 13             |  |
| 52         | 14             | X  |
| 53         | ***            | ACQUIRED BY SYDNEY MARBOUR FORESHORE AUTHORITY D.P.1129185                   |
| 54         | 757            | S.P.73528  |
| 55         | -              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1072361 (AB41976)         |
| 56         | NOW LOTS 57-62 | SEE ADDITIONAL SHEET 135   |
| 57         | NOW LOTS 63-66 | SEE ADDITIONAL SHEETS 137-147  |
| 58         | 0              | PROPOSE ROAD   |
| 59         | 215            |  |
| 60         | 0              | PROPOSED ROAD  |
| 61         | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 62         | -              | ACQUIRED BY MINISTERIAL HOLDING CORP, NOW LOT 62 IN D.P.1111517              |
| 63         | 251            | S.P.76418  |
| 64         | 941            |  |
| 65         | - /            | ACQUIRED BY MINISTERIAL HOLDING CORP, NOW LOT 65 IN Drp.1111520              |
| 66         | 2084           |  |
| 67         | <del>-</del>   | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND       |
|            |                | ASSESSMENT ACT 1979, NOW LOT 67 IN D.P.1143445                               |
| 68         | 7 -            | ACQUIRED BY MINSTERIAL HOLDING CORP, NOW LOT 68 IN D.P.1137769 (AE583713)    |
| 69         | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 70         | _              | ACQUIRED BY MINISTERIAL HOLDING CORP, NOW LOT 70 IN D.P.1116251              |
| 71         | 0              | PROPOSED ROAD  |
| 72         | NOW LOTS 74-77 | SEE ADDITIONAL SHEET 156   |
| 73/        | NOW LOTS 74-77 | SEE ADDITIONAL SHEEET 156  |
| /14        | 0              | PROPOSED PUBLIC OPEN SPACE   |
| 75         | -              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1130807                   |

SURVEYOR'S REFERENCE: C165-076-AS4.doc

Sheet 3 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 67 D.P.270215

DP270215

(DOC. J)

Registered:



20.10.2009

Subdivision Certificate No:

Date of Endorsement:

| 79    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156  |
|-------|------------------|---|
| 74    | 0                | PROPOSED PUBLIC OPEN SPACE  |
| 75    | -                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY OF 1130807 (AE 180573) |
| 76    | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159                                       |
| 77    | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159                                       |
| 78    | 581              |   |
| 79    | 0                | PROPOSED PUBLIC OPEN SPACE  |
| 80    | 0                | PROPOSED ROAD   |
| 81    | 941              |   |
| 82    | 2084             |   |
| TOTAL | 10000            |   |

### **HISTORICAL FILE**

SEE ADMINISTRATION SHEETS 1-3 (DOC. K)

SURVEYOR'S REFERENCE: C165-076a-AS5.doc

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT **ASSOCIATED WITH THE ACQUISITION OF** LOT 71 D.P.270215





Sheet 1 of 3 sheet(s)

Subdivision Certificate No:

Date of Endorsement::

Name of Development if any

JACKSONS LANDING

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

Any changes will be recorded on subsequent Administration Sheets.

This is an updated Schedule of Unit Entitlements and replaces the Schedule registered on.....

\* Strike out whichever is inapplicable

Address for Service of Notice

| I,   |
|--|
| of   |
| being a Valuer registered under the Valuers Registration |
| Act 1975, certify that the Unit Entitlements shown on    |
| *this sheet/*these sheets are based upon valuations      |
| made by me on #  |
|  |

\* Strike out whichever is inapplicable # Insert date of valuation THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

#### SCHEDULE OF UNIT ENTITLEMENT

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

| LOT | ENTITLEMENT        | SUBDIVSION  |
|-----|--------------------|---|
|     | COMMUNITY PROPERTY |   |
| 2   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                 |
| 3   | 1374               | S.P.62660   |
| 4   | NOW OTS 71-73      | SEE ADDITIONAL SHEETS 152-155                               |
| 5   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                 |
| 6   | NOW LOTS 26 8 27   | SEE ADDITIONAL SHEETS 39-44                                 |
| 7   | NOW LOTS 23-25     | SEE ADDITIONAL SHEETS 35-38                                 |
| 8   | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                               |
| 9   | 234                | S.P.88406   |
| 10  | 348                | S.P.63460   |
| 11  | 194                |   |
| 12  | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92                                 |
| 13  | 248                |   |
| 14  | NOW LOTS 46-53     | SEE ADDITIONAL SHEETS 180-132                               |
| 15  | NOW LOTS 54-56     | SEÉ ADDITIONAL SAEETS 133-154                               |
| 16  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                               |
| 17  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                               |
| 18  |                    | NOW ROAD COMPRISED IN 18/1011428                            |
| 19  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                 |
| 20  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                               |
| 21  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                 |
| 22  |                    | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1079037 |
| 23  | 19                 |   |
| 24  | 301                | S.P.62661   |
| 25  | 48                 | S.P.63595   |
| 26  | 522                | S.P.65564   |
| 27  | 74                 |   |

SURVEYOR'S REFERENCE: C165-071-AS3.doc

PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or tolding will lead to rejection

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 71 D.P.270215

DP270215



Subdivision Certificate No:

Date of Endorsement:

| 28  | 556            | ISP 68839   |  |
|-----|----------------|---|--|
| 89  | _              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1042979 (SEE 9096647) |  |
| 30  | NOW LOTS 33-35 | SEE ADDITIONAL SHEETS 64-92   |  |
| 31  | NOW LOTS 39-44 | SEE ADDITIONAL SHEETS 121-129   |  |
| 32  | NOW LOTS 71-73 | SEE ADDITONAL SHEEETS 152-155   |  |
| 33  | 965            | S.P.69581   |  |
| 34  |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1061957 (AA151290)    |  |
| 35  | NOW LOTS 36-38 | SEE ADDITONAL SHEEETS 93-120  |  |
| 36  | 0              | PROPOSED PUBLIC OPEN SPACE  |  |
|     |                | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND    |  |
| 37  | _ \            | ASSESMENT ACT 1979 NOW LOT 37 IN D.P.1071670 (AD7183/4)                   |  |
| 38  | NOW LOTS 39-45 | SEE ADDITIONAL SHEETS 121-129   |  |
| 39  | 89             | -   |  |
| 40  | 100            | S.P.75963   |  |
| 41  | 5              | S.P.75963   |  |
| 42  | NOW LOTS 67-70 | SEE ADDITIONAL SHEETS 148-151   |  |
| 43  | NOW LOTS 71-73 | SEE ADDITIONAL SHEETS 152-155   |  |
| 44  | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134   |  |
| 45  | -              | CONVERTED TO COMMUNITY PROPERTY   |  |
| 46  | 15             |   |  |
| 47  | 13             |   |  |
| 48  | 13             |   |  |
| 49  | 13             |   |  |
| 50  | 13             |   |  |
| 51  |                |   |  |
| 52  | 14             |   |  |
| 53  |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1129185 (AE 77307)     |  |
| 54  | 757            | S.P.73628   |  |
| 55  | <del>-</del>   | ACQUIRED BY SYDNEY HARBOUR FORESHORE ADTHORITY D.P.1072361 (AB 41976)     |  |
| 56  | NOW LOTS 57-62 | SEE ADDITIONAL SHEET 135  |  |
| 57  | NOW LOTS 63-66 | SEE ADDITIONAL SHEETS 137-147   |  |
| 58  | 0              | PROPOSED ROAD   |  |
| 59  | 215            |   |  |
| 60  | 0/             | PROPOSED ROAD   |  |
| 61  |                | PROPOSED PUBLIC OPEN SPACE  |  |
|     |                | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND    |  |
| 62  |                | ASSESMENT ACT 1979 NOW LOT 62 IN D.P.1111517                              |  |
| 63  | 251            | S.P.76418   |  |
| 64  | NOW LOTS 81-82 | SEE ADDITIONAL SHEETS 160-167   |  |
| 65/ | <del>-</del>   | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMRONMENTAL PLANNING AND     |  |
|     |                | ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520                              |  |
| 66  | NOW LOTS 81-82 | SEE ADDITIONAL SHEETS 160-167   |  |

Subdivision Certificate No:

PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

Date of Endorsement:

## DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s) REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT DP270215 ASSOCIATED WITH THE ACQUISITION OF LOT 71 D.P.270215 Registered:

ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 67 IN D.P.1143445 ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN D.P.1137769 PROPOSED PUBLIC OPEN SPACE 69 ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND 70 ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116251 ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP 71 0 NOW LOTS 74-77 SEE ADDITIONAL SHEET 156 72 SEE ADDITIONAL SHEET 156 NOW LOTS 74-77 73 PROPOSED PUBLIC OPEN SPACE 74 0 ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP 75 NOW LOT 80 SEE ADDITIONAL SHEETS 158 & 159 76 SEE ADDITIONAL SHEETS 158 & 159 NOW LOTS 78 & 79 77 78 581 ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY OF 79 80 PROPOSED ROAD 81 941 SP 82306 2084 82 FOTAL 10000

### HISTORICAL FILE

SEE ADMINISTRATION SHEETS 1-3 (DOC. L)

SURVEYOR'S REFERENCE: C165-071-AS5.doc

Sheet 1 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 79 D.P.270215



DP270215 S

(DOC.L)

Registered: (



SB

23.12.2009

Subdivision Certificate No:

Date of Endorsement::

Name of Development if any

Address for Service of Notice

JACKSONS LANDING

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

Any changes will be recorded on subsequent Administration Sheets.

This is an updated Schedule of Unit Entitlements and replaces the Schedule registered on. 4:12:2009......

\* Strike out whichever is inapplicable

| I  |
|--|
| of   |
| being a Valuer registered under the Valuers Registration |
| Act 1975, certify that the Unit Entitlements shown on    |
| *this sheet/*these sheets are based upon valuations      |
| made by me on #  |
|  |

\* Sighte out whichever is inapplicable # Insert date of valuation

THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

#### SCHEDULE OF UNIT ENTITLEMENT

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

| LOT | ENTITLEMENT        | SUBDIVSION   |
|-----|--------------------|--|
|     | COMMUNITY PROPERTY |  |
| 2   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 3   | 1374               | S.P.62660  |
| 4   | NOW LOTS 71-73     | SEE ADDITIONAL SHEETS 152-155                              |
| 5   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 6   | NOW LOTS 26 8 27   | SEE ADDITIONAL SHEETS 39-44                                |
| 7   | NOW LOTS 23-25     | SEE ADDITIONAL SHEETS 35-38                                |
| 8   | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 9   | 234                | S.P.88406  |
| 10  | 348                | S.P.63466  |
| 11  | 194                |  |
| 12  | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92                                |
| 13  | 248                |  |
| 14  | NOW LOTS 46-53     | SEE ADDITIONAL SHEETS 130-132                              |
| 15  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 16  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 17  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 18  |                    | NOW ROAD COMPRISED IN 18/1011428                           |
| 19  | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                                |
| 20  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                              |
| 21  | NOW LOTS 28/32     | SEE ADDITIONAL SHEETS 45-63                                |
| 22  | -/                 | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 079037 |
| 23  | 19                 |  |
| 24  | 301                | S.P.62661  |
| 25  | 48                 | S.P.63595  |
| 26  | 522                | S.P.65564  |
| 27  | 74                 |  |

SURVEYOR'S REFERENCE: C165-079-AS3.doc

Sheet 2 of 3 sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT **ASSOCIATED WITH THE ACQUISITION OF** LOT 79 D.P.270215

DP270215

(DOC.L)



Registered: \$\int \mathbb{AB} \quad 23.12.2009

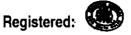
Subdivision Certificate No:

Date of Endorsement:

| 28          | 556  | S.P. 68839  |  |  |
|-------------|--|---|--|--|
| 200         |  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1042979 (SEE 9096647) |  |  |
| 30          | NOW LOTS 33-35                                   | SEE ADDITIONAL SHEETS 64-92   |  |  |
| 31          | NOW LOTS 39-44                                   | SEE ADDITIONAL SHEETS 121-129   |  |  |
| 32          | NOW LOTS 71-73                                   | SEE ADDITONAL SHEEETS 152-155   |  |  |
| 33          | 965  | S.P.69581   |  |  |
| 34          |  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061957 (AA151290)     |  |  |
| 35          | NOW LOTS 36-38                                   | SEE ADDITONAL SHEEETS 93-120  |  |  |
| 36          | 0  | PROPOSED PUBLIC OPEN SPACE  |  |  |
|             |  | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENMROYMENTAL PLANNING AND     |  |  |
| 37          |  | ASSESMENT ACT 1979 NOW LOT 37 IN D.P.1071670 (AD718214)                   |  |  |
| 38          | NOW LOTS 39-45                                   | SEE ADDITIONAL SHEETS 121-129   |  |  |
| 39          | 89   |   |  |  |
| 40          | 100  | S.P.75963   |  |  |
| 41          | 5  | S.P.75863   |  |  |
| 42          | NOW LOTS 67-70                                   | SEE ADDITIONAL SHEETS 148-151   |  |  |
| 43          | NOW LOTS 71-73                                   | SEE ADDITIONAL SHEETS 152-155   |  |  |
| 44          | NOW LOTS 54-56                                   | SEE ADDITIONAL SHEETS 133-134   |  |  |
| 45          |  | CONVERTED TO COMMUNITY PROPERTY   |  |  |
| 46          | 15   |   |  |  |
| 47          | 13   | <u> </u>  |  |  |
| 48          | 13   | <u> </u>  |  |  |
| 49          | 13   |   |  |  |
| 50          | 13   |   |  |  |
| 51          | 13   |   |  |  |
| 52          | 14   |   |  |  |
| 53          |  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1129185 (AE 77307)     |  |  |
| 54          | 757  | S.P.73628   |  |  |
| 55          |  | ACCUIRED BY SYDNEY HARBOUR FORESHORE ANTHORITY D.P. 1072361 (AB 41976)    |  |  |
| _56         | NOW LOTS 57-62                                   | SEE ADDITIONAL SHEET 135  |  |  |
| 57          | NOW LOTS 63-66                                   | SEE ADDITIONAL SHEETS 137-147   |  |  |
| 58          | 0  | PRÖPOSED ROAD   |  |  |
| 59          | 215  | INCORPORTED DOAD  |  |  |
| 60          |  | PROPOSED ROAD   |  |  |
| 61          | <del>                                     </del> | PROPOSED PUBLIC OPEN SPACE  |  |  |
| -00         |  | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND    |  |  |
| 62          | 7-   | ASSESMENT ACT 1979 NOW LOT 62 IN D.P.1111517                              |  |  |
| 63          | 251  | S.P.76418   |  |  |
| 64_         | NOW LOTS 81-82                                   | SEE ADDITIONAL SHEETS 160-167   |  |  |
| 65          | _  | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND    |  |  |
| /22         | NOW! OTO 04 CC                                   | ASSESMENT ACT 1979 NOW LOT 65 IN D.P.1111520                              |  |  |
| <b>/</b> 66 | NOW LOTS 81-82                                   | SEE ADDITIONAL SHEETS 160-167   |  |  |

#### REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT **ASSOCIATED WITH THE ACQUISITION OF** LOT 79 D.P.270215

DP270215





Sheet 3 of 3 sheet(s)

Subdivision Certificate No:

Date of Endorsement:

| 67         | -                | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND  |
|------------|------------------|---|
|            |                  | ASSESMENT ACT 1979 NOW LOT 67 IN D.P.1143445 (AE 966406)                |
| 68         | -                | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND  |
|            |                  | ASSESMENT ACT 1979 NOW LOT 68 IN D.P.1137769 (AE 532513)                |
| 69         | 0                | PROPOSED PUBLIC OPEN SPACE  |
| 70         |                  | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND  |
|            |                  | ASSESMENT ACT 1979 NOW LOT 70 IN D.P.1116281 (AE 651712)                |
| 71         | 0                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP 1145 90 \$ (AF 125692 |
| 72         | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156  |
| 73         | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156  |
| 74         | 0                | PROPOSED PUBLIC OPEN SPACE  |
| 75         | -                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP 1/30 807 (AE 180513)  |
| 76         | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159   |
| 77         | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159   |
| 78         | 581              | SP 80937 Ø  |
| <b>7</b> 9 |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY SPINIS 908 (AF 125 693)  |
| 80         | 0                | PROPOSED ROAD   |
| 81         | 941              | SP 82306  |
| 82         | 2084             |   |
| TOTAL      | 10000            |   |

## **HISTORICAL FILE:**

SEE ADMINISTRATION SHEET 5 (DOC.M)



Sheet 1 of 6 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

- EASEMENT FOR ACCESS VARIABLE WIDTH (3A) -(LIMITED IN STRATUM)
- 2. EASEMENT FOR SERVICES (3B) (WHOLE OF LOT)
- EASEMENT FOR FIRE STAIRS & PASSAGES (3C) -(WHOLE OF LOT)
- EASEMENT FOR ACCESS & MAINTENANCE (3D) -(WHOLE OF LOT)
- 5. EASEMENT FOR CONSTRUCTION PURPOSES VARIABLE WIDTH (3E) (LIMITED IN STRATUM)
- 6. EASEMENT FOR SUPPORT & SHELTER (3F) (WHOLE OF LOT)
- EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (3G) - (LIMITED IN STRATUM)
- 8. EASEMENT FOR SUPPORT 9.01 WIDE AND VARIABLE (3H) (LIMITED IN STRATUM)
- 9. POSITIVE COVENANT

**CONTINUED ON SHEET 2** 

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

| Crown Lands NSW/Western Lands Office Approval   |  |
|---|--|
| Iin approving this plan certify (Authorised Officer)  |  |
| that all necessary approvals in regard to the allocation of the land shown herein have been given |  |
| Signature: Date: File Number: Office:   |  |

#### Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

| the proposed | SUDDIVISION                        | set out hereir |
|--------------|------------------------------------|----------------|
|              | nsert 'subdivision' or 'new road') |                |

Authorised Person/General Manager/Accredited Certifier

| Additionsed Letso          | in Ochci as Iviai | agennouseun | ou Octanici                             |
|----------------------------|-------------------|-------------|---|
| Consent Authority:         | City or           | f Sydn      | eУ                                      |
| Date of Endorsement:       | 31 AUG            | 2UST 20     | 210                                     |
| Accreditation no:          | <del>-</del>      |             | .,                                      |
| Subdivision Certificate no | ): <i>33/20</i>   | 2/ <i>0</i> | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| File no:                   | 5/ 201            | 0/27        |   |

Delete whichever is inapplicable.

## DP270215

(DOC.M)

| Registered: |  | 12.10.2010 |
|-------------|--|------------|
|-------------|--|------------|

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION LOT 82 IN D.P.270215

LGA: SYDNEY

Locality: PYRMONT

Parish: ST ANDREW

County: CUMBERLAND

Surveying and Spatial Information Regulation, 2006

| I, KARL ROBERTSON   |
|---|
| of DENNY LINKER & Co., Level 5, 17 RANDLE ST., SURRY HILLS, 2010        |
| a surveyor registered under the Surveying and Spatial Information Act   |
| 2002, certify that the survey represented in this plan is accurate, has |
| been made in accordance with the Surveying and Spatial Information      |
| Regulation, 2006 and was completed                                      |
| on: 21/04/2010  |

| The survey relates to | AS ABOVE |  |
|-----------------------|----------|--|
|                       |          |  |

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

|           | 1//  | VA- |                    |
|-----------|------|-----|--------------------|
| Signature | 1/-( | M   | Dated : 28/06/2010 |

Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: X'-Y'
Type: Urban/<del>Rural</del>

Plans used in the preparation of survey/sempilation-

D.P. 270215

D.P. 1111520

S.P. 76418

S.P. 82306

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

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

PLAN OF SUBDIVISION LOT 82 IN D.P.270215

DP270215

(DOC.M)

Registered:



12.10.2010

Subdivision Certificate No:

33/2010

Date of Endorsment: 31 August 2010

#### **CONTINUED FROM SHEET 1**

- 10. EASEMENT FOR CRANE JIB SWING VARIABLE WIDTH (3J) (LIMITED IN STRATUM)
- 11. EASEMENT TO USE LOADING DOCK VARIABLE WIDTH (3K) (LIMITED IN STRATUM)
- 12. EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (3L) (LIMITED IN STRATUM)
- 13. EASEMENT TO USE GARBAGE ROOM VARIABLE WIDTH (3M) (LIMITED IN STRATUM)
- 14. EASEMENT TO DRAIN WATER 0.5, 5.4 AND 9.01 WIDE (3N) (LIMITED IN STRATUM)
- 15. POSITIVE COVENANT
- 16. EASEMENT TO USE CAR WASH BAY VARIABLE WIDTH (3P) (LIMITED IN STRATUM)
- 17. RESTRICTION ON THE USE OF LAND
- 18. RESTRICTION ON THE USE OF LAND

THE DEFINITION OF THE ALIGNMENT

OF BANK ST. BOWMAN ST & TAMBUAST TO THE EXTENT SHOWN HEREON IS SATISFACTORY TO THE COUNCIL OF THE CITY OF SYDNEY.

AUG 31.2010

Reg:R413878 /Doc:DP 0270215 P /Rev:07-Sep-2012 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:04 /Seq:259 of 299 © Office of the Registrar-General /Src:SAIGLOBAL /Ref: 2/U215 83

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

#### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 3 of 6 sheet(s)

PLAN OF SUBDIVISION LOT 82 IN D.P.270215

DP270215

(DOC.M)

Office Use Only

Office Use Only

Registered:



12.10.2010

Subdivision Certificate No.:

33/2010

Date of Endorsement:

31 August 2010

Name of Development (Optional)

JACKSONS LANDING

Address for Service of Notices

#### WARNING STATEMENT (Approved Form 7)

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

Any changes will be recorded in a replacement schedule.

#### **UPDATE NOTE (Approved Form 8)**

This document contains an \*updated/\*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 23/12/2009.

- Strike out whichever is inapplicable
- ^ Insert date

#### VALUER'S CERTIFICATE (Approved Form 9)

1, Comstonal Sutar

of CB RICHARD ELLO

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

- \*(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on ^ 29 / 6 / 2010 .
- \*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on 1/1/03/2000 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule/

Signature // V

. Date .6./9/2810

Strike out whichever is inapplicable

#### SCHEDULE OF UNIT ENTITLEMENT

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

| [JOI] | U.E.               | SUBDIVISION                      |
|-------|--------------------|----------------------------------|
| 1     | COMMUNITY PROPERTY | V /                              |
| 2     | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63      |
| 3     | 1374               | S.P.62660                        |
| 4     | NOW LOTS 71-79     | SEE ADDITIONAL SHEETS 152-155    |
| 5     | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63      |
| 6     | NOW LOTS 26 & 27   | SEE ADDITIONAL SHEETS 39-44      |
| 7     | NOW LOTS 23-25     | SEE ADDITIONAL SHEETS 35-38      |
| 8     | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134    |
| 9     | 234                | S.P.62406                        |
| 10    | 348                | S.P.63466                        |
| 11    | 194                |                                  |
| 12    | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92      |
| 13    | 248                |                                  |
| 14    | NOW LOTS 46-53     | SEE ADDITIONAL SHEETS 130-132    |
| 15    | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134    |
| 16    | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134    |
| 17    | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134    |
| 18    |                    | NOW ROAD COMPRISED IN 18/1011428 |

ePlan

**DEPOSITED PLAN ADMINISTRATION SHEET** 

Sheet 4 of 6 sheet(s)

PLAN OF SUBDIVISION LOT 82 IN D.P.270215

DP270215

(DOC.M)

Registered:



12.10.2010

Subdivision Certificate No:

33/2010

Date of Endorsment:

31 August 2010

| TQZ  | U.E.                            | SUBDIVISION   |  |
|------|---------------------------------|---|--|
| 19   |                                 | SEE ADDITIONAL SHEETS 45-63   |  |
| 20   | NOW LOTS 54-56                  | SEE ADDITIONAL SHEETS 133-134   |  |
| 21   | NOW LOTS 28-32                  | SEE ADDITIONAL SHEETS 45-63   |  |
| 22   |                                 | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1079037               |  |
| 23   | 19                              |   |  |
| 24   | 301                             | S.P.62661   |  |
| 25   | 48                              | S.P.63595   |  |
| 26   | 522                             | S.P.65564   |  |
| 27   | 74                              |   |  |
| 28   | 556                             | S.P.68839   |  |
| 29   | <del>-</del> -                  | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1042979 (SEE 9096647) |  |
| 30   | NOW LOTS 33-35                  | SEE ADDITIONAL SHEETS 64-92   |  |
| 31   | NOW LOTS 39-44                  | SEE ADDITIONAL SHEETS 121-129   |  |
| 32   | NOW LOTS 71-73                  | SEE ADDITIONAL SHEETS 152-155   |  |
| 33   | 965                             | S.P.69581   |  |
| 34   |                                 | ACQUIRED BY SYDNEY HARBOUR FORSHORÉ AUTHORITY D.P.1061957 (AA151290)    |  |
| 35   | NOW LOTS 36-38                  | SEE ADDITIONAL SHEETS 93-120  |  |
| 36   | 0                               | PROPOSED PUBLIC QPEN SPACE  |  |
| 37   |                                 | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND  |  |
| ا کا |                                 | ASSESSMENT ACT 1979 NOW LOT/37 IN D.P.1071670 (AD718314)                |  |
| 38   | NOW LOTS 39-45                  | SEE ADDITIONAL SHEETS 121-129   |  |
| 39   | 89                              |   |  |
| 40   | 100                             | S.P.75963   |  |
| 41   | 5                               | S.P.75963   |  |
| 42   |                                 | SEE ADDITIONAL SHEETS 148-151   |  |
| 43   | NOW LOTS 71-73                  | SEE ADDITIONAL SHEETS 152-155   |  |
| 44   | NOW LOTS 54-56                  | SEE ADDITIONAL SHEETS 133-134   |  |
| 45   |                                 | CONVERTED TO COMMUNITY PROPERTY   |  |
| 46   | 15                              |   |  |
| 47   | 13                              |   |  |
| 48   | 13                              |   |  |
| 49   | 13                              |   |  |
| 50   | 13                              |   |  |
| 51   | 13                              |   |  |
| 52   | 14                              |   |  |
| 53   | /                               | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1 129185 (AE77307)   |  |
| 54   | 757/                            | S.P.73528   |  |
| 55   | <i>/-</i> -                     | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1072361 (AB41976)     |  |
| 56   | NOW LOTS 57-62                  | SEE ADDITIONAL SHEET 135  |  |
| 57   | NØW LOTS 63-66                  | SEE ADDITIONAL SHEETS 137-147   |  |
| 58   | 0                               | PROPOSED ROAD   |  |
| 59/  | 215                             |   |  |
| 60   | 0                               | PROPOSED ROAD \   |  |
| SUR  | SURVEYORS REFERENCE: 080231 SUB |   |  |

SURVEYORS REFERENCE: 080231 SUB

X:\JACKSONS\_LANDING\080231 DIST HILL STG-3 SUGAR DOCK\STRATUM\STRATUM-FINAL\ADMIN-04.dwg

PLAN FORM 6A (Annexure Sheet) . Journal or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

PLAN OF SUBDIVISION LOT 82 IN D.P.270215

DP270215

(DOC.M)

Registered:



12.10.2010

Subdivision Certificate No:

33/2010

Date of Endorsment:

31 August 2010

**SUBDIVISION** LOT U.E. PROPOSED PUBLIC OPEN SPACE ହ୍ରୀ ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANKING 62 AND ASSESSMENT ACT 1979 NOW LOT 62 IN D.P.1111517 63 251 S.P.76418 NOW LOTS 81 & 82 SEE ADDITIONAL SHEETS 160-167 64 ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING 65 AND ASSESSMENT ACT 1979 NOW LOT 65 IN D.P.1111520 NOW LOTS 81 & 82 SEE ADDITIONAL SHEETS 160-167 66 ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING 67 AND ASSESSMENT ACT 1979 NOW LOT 67 IN D.P.1143445 (AE966406) ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING 68 AND ASSESSMENT ACT 1979 NOW LOT 68 IN D.P. 1/137769 (AE583713) PROPOSED PUBLIC OPEN SPACE 69 ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING 70 AND ASSESSMENT ACT 1979 NOW LOT 70/N D.P.1116251 (AE651712) ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1145908 (AF125692) 71 72 **NOW LOTS 74-77** SEE ADDITIONAL SHEET 156 SEE ADDITIONAL SHEET 156 NOW LOTS 74-77 73 74 PROPOSED PUBLIC OPEN SPACE 0 ACQUIRED BY SYDNEY, HARBOUR FORSHORE AUTHORITY D.P.1130807 (AE180573) 75 SEE ADDITIONAL SHEETS, 158 & 159 76 NOW LOT 80 77 NOW LOTS 78 & 79 SEE ADDITIONAL SHEETS 158 & 159 S.P.80937 78 581 ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1145905 (AF125693) 79 PROPOSED ROAD 80 0 941 S.P.82306 81 SEE ADDITIONAL SHEETS 168-176 NOW LOTS 83-85 82 83 1150 SP84689 84 934 85 0 PRÓPOSED PUBLIC OPEN SPACE

# STORICA

REPLACEMENT SHEET DOCUMENT N

10000 (ggregate

Reg:R413878 /Doc:DP 0270215 P /Rev:07-Seb-2012 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:04 /Seq:262 of 299 office of the Registrar-General /Src:SAIGLOBAL /Ref: 270215 83

PLAN FORM 6A (Annexure Sheet)

Plan

| FULL OLIM OU (VIIII EXOLE OLICET) ************************************   | easing of folding will lead to rejection                      |
|--|---|
| DEPOSITED PLAN ADM   | INISTRATION SHEET Sheet 6 of 6 sheet(                         |
| PLAN OF SUBDIVISION LOT 82 IN<br>D.P.270215  | DP270215  |
|  | (DOC.M  |
|  | Registered: 12.10.2010  |
| Subdivision Certificate No: 33/20/0  | Date of Endorsment: 31 August 2010                            |
| Signed sealed and delivered on behalf of Jacksons Landing Development Pty Limited by its attorney under power of attorney registered book 4548 no 512 in the presence of:  Witness   | Attorney  Attorney  Attorney                                  |
| Print name  x Cp Level 1 19 Havris St Pyrnont  Print address   | Y J. COOPER R. ARIYARATNA Print names                         |
| Signed sealed and delivered on behalf of Australian Executor Trustees (NSW) Pty Limited by its attorney under power of attorney particular in the presence of:  7. Conformal Conformation Conformal Conformal Conformation Co | Glenn White  MANAGER  STRUCTURED  FINANCE  Attorney  Attorney |
| Print name   | Yvonne Kelaher RELATIONSHIP  MANAGER  Print names             |
| x22/201 Kent Street, Sydney<br>Print address   | NSW 2000  |
|  |   |

PLAN FORM 6

### WARNING: Creasing or folding will lead to rejection

ePlan

# Sheet 1 of 6 sheet(s)

## **DEPOSITED PLAN ADMINISTRATION SHEET**

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

- EASEMENT TO USE RECREATION AREAS VARIABLE WIDTH (4A) (LIMITED IN STRATUM)
- 2. EASEMENT FOR ACCESS VARIABLE WIDTH (4B)
- 3. POSITIVE COVENANT (#B)

### THE DEFINITION OF THE ALIGNMENT

BANK ST, BOWMAN ST & TAMBUA ST TO THE EXTENT SHOWN HEREON IS SATISFACTORY TO THE COUNCIL OF THE CITY OF SYDNEY.

IAN 12.2012

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval .....in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given Signature: Office:.....

#### Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed. SUBDIVI SION. set out herein (insert 'subdivision' or 'new road')

\* Authorised Person/General Manager/Accredited Cortifior Consent Authority: CITY OF SYDNEY Date of Endorsement: 13 JANVARY 2012 -Accreditation-no: ..... Subdivision Certificate no: .....3/.2012 

Delete whichever is inapplicable.

## DP270215

(DOC.N)

OFFICE USE ONLY

Registered:

06.03.2012

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION LOTS 58,60 AND 84 IN DP 270215 AND EASEMENTS WITHIN LOT 59 IN DP 270215

LGA:

SYDNEY

Locality: PYRMONT

Parish: ST ANDREW

County: CUMBERLAND

Surveying and Spatial Information Regulation, 2006 I, TASY MORAITIS

of DENNY LINKER & Co., Level 5, 17 RANDLE ST, SURRY HILLS, 2010 a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on 09.12.11

The survey relates to

AS ABOVE

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: X'-Y'

Type: Urban/Rural

Plans used in the preparation of survey/compilation-

D.P. 270215

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

PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection Sheet 2 of 6 sheet(s) **DEPOSITED PLAN ADMINISTRATION SHEET** PLAN OF SUBDIVISION LOTS 58,60 AND DP270215 84 IN DP 270215 AND EASEMENTS WITHIN LOT 59 IN DP 270215 (DOC.N) 06.03.2012 Registered: 3/2012 13 JANUARY 2012 Subdivision Certificate No: Date of Endorsment:

SURVEYORS REFERENCE:

080817 SUB

X-\.IACKSONS | ANDING\080817 DIST HILL STAGE 4 - SILK\STRATLIM FINAL\ADMIN-02 dwo

Req:R413878 /Doc:DP 0270215 P /Rev:07-Sep-2012 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:04 /Seq:265 of 299 © Office of the Registrar-General /Src:SAIGLOBAL /Ref:

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

#### DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION LOTS 58,60 AND 84 IN DP 270215 AND EASEMENTS WITHIN LOT 59 IN DP 270215

Sheet 3 of 6 sheet(s)

DP270215

(DOC.N)

Office Use Only

Office Use Only

Registered:



06.03.2012

Subdivision Certificate No.:

3/2012

Date of Endorsement:

13 JANUARY 2012

Name of Development (Optional)

JACKSONS LANDING

Address for Service of Notices

#### WARNING STATEMENT (Approved Form 7)

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

Any changes will be recorded in a replacement schedule.

#### **UPDATE NOTE (Approved Form 8)**

This document contains an \*updated/\*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 12/10/2010.

Strike out whichever is inapplicable

Insert date

### VALUER'S CERTIFICATE (Approved Form 9)

CHRISTOPHOR SITTED

of CERE

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

- The unit entitlements shown in the schedule herewith are based upon-valuations made by me on
- \*(b) The unit entitlements shown in the schedule herewith, for the new lots greated by the subdivision, are based upon their market value on 11/03/2000 being the date of the valuer's certificate odged with the original initial schedule or the revised/schedul

Signature....

Date 24112012

Strike dut whichever is inapplicable

^ Insert date of valuation

#### SCHEDULE OF UNIT ENTITLEMENT

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

| LOI | U.E.               | SUBDIVISION                      |
|-----|--------------------|----------------------------------|
| 1   | COMMUNITY PROPERTY |                                  |
| 2   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63      |
| 3   | 1374               | S.P.62660                        |
| 4   | NOW LOTS 71-79     | SEE ADDITIONAL SHEETS 152-155    |
| 5   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63      |
| 6   | NOW LOTS 26 & 27   | SEE ADDITIONAL SHEETS 39-44      |
| 7   | NOW LOTS 23-25     | SEE ADDITIONAL SHEETS 35-38      |
| 8   | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 138-134    |
| 9   | 234                | S.P.62406                        |
| 10  | 348                | S.P.63466                        |
| 11  | 194                |                                  |
| 12  | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92      |
| 13  | 248                |                                  |
| 14  | NOW LOTS 46-58     | SEE ADDITIONAL SHEETS 130-132    |
| 15  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134    |
| 16  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134    |
| 17  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134    |
| 18  |                    | NOW ROAD COMPRISED IN 18/1011428 |

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

PLAN OF SUBDIVISION LOTS 58,60 AND 84 IN DP 270215 AND EASEMENTS WITHIN LOT 59 IN DP 270215

## DP270215

(DOC.N)

Registered:



06.03.2012

Subdivision Certificate No:

3/2012

Date of Endorsment:

13 JANVARY 2012

| TQI           | U.E.                    | SUBDIVISION /   |
|---------------|-------------------------|---|
| 19            | NOW LOTS 28-32          | SEE ADDITIONAL SHEETS 45-63   |
| 20            | NOW LOTS 54-56          | SEE ADDITIONAL SHEETS 133-134   |
| 21            | NOW LOTS 28-32          | SEE ADDITIONAL SHEETS 45-63   |
| 22            | <u> </u>                | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1079037               |
| 23            | <b>\</b> \(\(\text{9}\) |   |
| 24            | 301                     | S.P.62661   |
| 25            | 48                      | S.P.63595   |
| 26            | 522                     | S.P.65564   |
| 27            | 74                      |   |
| 28            | 556                     | S.P.68839   |
| 29            |                         | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1042979 (SEE 9096647) |
| 30            | NOW LOTS 33-35          | SEE ADDITIONAL SHEETS 64-92   |
| 31            | NOW LOTS 39-44          | SEE ADDITIONAL SHEETS 121-129   |
| 32            | NOW LOTS 71-73          | SEE ADDITIONAL SHEETS 152-155   |
| 33            | 965                     | S.P.69581   |
| 34            |                         | ACQUIRED BY SYDNEY HARBOUR FORSHOPE AUTHORITY D.P.1061957 (AA151290)    |
| 35            | NOW LOTS 36-38          | SEE ADDITIONAL SHEETS 93-120  |
| 36            | 0                       | PROPOSED PUBLIC OPEN SPACE  |
| 37            |                         | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND  |
| 31            |                         | ASSESSMENT ACT 1979 NOW LOT/37 IN D.P.1071670 (AD718314)                |
| 38            | NOW LOTS 39-45          | SEE ADDITIONAL SHEETS 121-129   |
| 39            | 89                      |   |
| 40            | 100                     | S.P.75963   |
| 41            | 5                       | S.P.75963   |
| 42            | NOW LOTS 67-70          | SEE ADDITIONAL SHEETS 148-151   |
| 43            | NOW LOTS 71-73          | SEE ADDITIONAL SHEETS 152-155   |
| 44            | NOW LOTS 54-56          | SEE ADDITIONAL SHEETS 133-134   |
| 45            |                         | CONVERTED TO COMMUNITY PROPERTY   |
| 46            | 15                      |   |
| 47            | 13                      |   |
| 48            | 13                      |   |
| 49            | 13                      |   |
| 50            | 13                      |   |
| 51            | 13                      |   |
| 52            | 14                      |   |
| 53            |                         | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1129185 (AE77307)    |
| 54            | 757                     | S.P.73528   |
| 55            | /-                      | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1072361 (AB41976)     |
| 56            | NOW LOTS 57-62          | SEE ADDITIONAL SHEET 135  |
| 57            | NØW LOTS 63-66          | SEE ADDITIONAL SHEETS 137-147   |
| 58            | NOW LOT 87              | SEE ADDITIONAL SHEET 177  |
| 59/           | 215                     |   |
| <i>5</i> 0    | NOW LOT 88              | SEE ADDITIONAL SHEET\$ 177  |
| \ <u>\</u> \\ | 14044 E01 00            | OLL ADDITION (1)  |

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

#### DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

PLAN OF SUBDIVISION LOTS 58,60 AND 84 IN DP 270215 AND EASEMENTS WITHIN LOT 59 IN DP 270215

## DP270215

(DOC.N)

Registered:



06.03.2012

Subdivision Certificate No:

3/2012

Date of Endorsment:

13 JANUARY 2012

| LOT         | U.E.             | SUBDIVISION  |
|-------------|------------------|--|
| <b>\6</b> 1 | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 62          |                  | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING   |
| 02 \        |                  | AND ASSESSMENT ACT 1979 NOW LOT 62 IN D.P.1111517                    |
| 63          | 251              | S.P.76418  |
| 64          | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167  |
| 65          | \                | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING   |
|             |                  | AND ASSESSMENT ACT 1979 NOW LOT 65 IN D.P.1111520                    |
| 66          | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167  |
| 67          |                  | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING   |
|             |                  | AND ASSESSMENT ACT 1979 NOW LOT 67 IN D.P.1143446 (AE966406)         |
| 68          |                  | ACQUIRED BY THE MINISTER ADMINISTRATING THE EXVIRONMENTAL PLANNING   |
|             |                  | AND ASSESSMENT ACT 1979 NOW LOT 68 IN D.P.1/137769 (AE583713)        |
| 69          | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 70          |                  | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING   |
|             |                  | AND ASSESSMENT ACT 1979 NOW LOT 70 KN D.P.1116251 (AE651712)         |
| 71          | -                | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1145908 (AF125692) |
| · 72        |                  | SEE ADDITIONAL SHEET 156   |
| 73          | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156   |
| 74          | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 75          |                  | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1130807 (AE180573) |
| 76          | NOW LOT 80       | SEE ADDITIONAL SHEETS 1/58 & 159                                     |
| 77          | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159                                      |
| 78          | 581              | S.P.80937  |
| 79          |                  | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1145905 (AF125693) |
| 80          | 0                | PROPOSED ROAD  |
| 81          | 941              | S.P.82306  |
| 82          |                  | SEE ADDITIONAL SHEETS 168-176  |
| 83          | 1150             | SP 84689   |
| 84          | NOW LOT 86       | SEE ADDITIONAL SHEETS 177 - 184                                      |
| 85          | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 86          | 934              |  |
| 87          | 0 /              | PROPOSED ROAD  |
| 88          | 0                | PROPOSED ROAD  |
|             |                  |  |
|             | TODIO            |  |

## <del>HISTORICAL FILE:</del>

SEE ADMINISTRATION SHEET 5 (DOC. O

Aggregate 10000

SURVEYORS REFERENCE: 080817 SUB

\* OFFICE LIGE ONI V

Req:R413878 /Doc:DP 0270215 P /Rev:07-Sep-2012 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:04 /Seq:268 of 299 © Office of the Registrar-General /Src:SAIGLOBAL /Ref:

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

| DEPOSITED PL | AN A | ADMINISTR | ATION | SHEET |
|--------------|------|-----------|-------|-------|
|--------------|------|-----------|-------|-------|

Sheet 6 of 6 sheet(s)

PLAN OF SUBDIVISION LOTS 58,60 AND 84 IN DP 270215 AND EASEMENTS WITHIN LOT 59 IN DP 270215

DP270215

(DOC.N)

Registered:



06.03.2012

Subdivision Certificate No:

3/2012

Date of Endorsment:

13 JANUARY 2012

Signed sealed and delivered on behalf of Jacksons Landing Development Pty Limited by its attorney under power of attorney registered book 4620 no 801 in the presence of:

SIMPSON TRACY

Print name

37 LAUREL WILLOUGHBY

Print address

Attorney

Signed sealed and delivered on behalf of Australian Executor Trustees (NSW) Limited by its attorney under power of attorney registered book 4517 no 213 in the presence of:

dated 12/04/07

Witness

SHIRLEY MALLOY

Print name

SENIOR ADMINISTRATOR

CORPORATE TRUST

RELATIONSHIP

Print names

Print address Sydney NSW 2000

SURVEYORS REFERENCE: 080817 SUB

PLAN FORM 6

## WARNING: Creasing or tolding will lead to rejection

\* OFFICE USE ONL'

## **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 5 sheet(s)

SIGNATURES. SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

- 1. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (A)(LIMITED IN STRATUM)
- 2. EASEMENT FOR PUBLIC RECREATION VARIABLE WIDTH (B) (LIMITED IN STRATUM)
- 3. EASEMENT FOR SUPPORT VARIABLE WIDTH (C) (LIMITED IN STRATUM)
- 4. POSITIVE COVENANT (C)
- 5. EASEMENT FOR ACCESS VARIABLE WIDTH (D) (LIMITED IN STRATUM)
- 6. POSITIVE COVENANT (D)
- 7. EASEMENT FOR PUBLIC ACCESS 1.3 & 1.6 WIDE (E) (LIMITED IN STRATUM)
- 8. EASEMENT TO DRAIN WATER 1.3, 1.5, 1.6 & VARIABLE WIDTH (F) (LIMITED IN STRATUM)
- 9. RESTRICTION AS TO USER
- 10. EASEMENT TO PERMIT ENCROACHING FOOTING TO REMAIN 0.2 WIDE (G)(LIMITED IN STRATUM)
- 11. EASEMENT FOR ACCESS VARIABLE WIDTH (H) (LIMITED IN STRATUM)
- 12. EASEMENT FOR WATER SERVICE 1 WIDE (J) (LIMITED IN STRATUM)
- 13. POSITIVE COVENANT

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

| Crown Lands NSW/Weste  | ern Lands Office Approval |
|--|---------------------------|
| l(Authorised Officer)<br>that all necessary approvals in reg<br>shown herein have been given |                           |
| Signature:   |                           |
| File Number:Office:  |                           |

#### Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

| the proposed | Δ    | SUBDIV     | USION        |    | set out herein |
|--------------|------|------------|--------------|----|----------------|
| (inser       | t 's | ubdivision | фг 'new road | ') |                |
|              | ,    | /          | 1            |    | •              |
| ,            | V    | - //       |              |    |                |

\* Authorised Person/General-Manager/Accredited Certifi

| Consent Authority: CITY OF SYDNEY                        |
|--|
| Date of Endorsement: 22 MARCH 2012                       |
| Accreditation no:  |
| Subdivision Certificate no: 11/2012<br>File no: 5/2012/9 |
| File no:   |
|  |

Detete whichever is inapplicable.

DP270215

(DOC.O)

Registered:



30.4.2012

Title System: TORRENS Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 59, 61 & 88 IN D.P.270215

LGA: SYDNEY

Locality: PYRMONT

Parish: ST ANDREW

County: CUMBERLAND

Surveying Regulation, 2006

I TASY MORAITIS

of DENNY LINKER & Co., Level 5, 17 RANDLE ST, SURRY HILLS. 2010 a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 15.12.2011

The survey relates to

AS ABOVE

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature Jay Marrice Dated 24.2.2012

Surveyor registered under the Surveying Act, 2002

Datum Line: 'X'-'Y'

Type: Urban/Rural

Plans used in the preparation of survey/compilation-

D.P. 270215 D.P. 1172628

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

Req:R413878 /Doc:DP 0270215 P /Rev:07-Sep-2012 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:04 /Seq:270 of 299  $\odot$  Office of the Registrar-General /Src:SAIGLOBAL /Ref:

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

| DEPOSITE | ) PLAN | N ADMINIS | STRATION | SHEET |
|----------|--------|-----------|----------|-------|
|----------|--------|-----------|----------|-------|

Sheet 2 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOTS 59, 61 & 88 IN D.P.270215

## DP270215

(DOC.O)

Registered:



30.4.2012

Subdivision Certificate No:

11/2012

Date of Endorsment:

22 MARCH 2012

Signed sealed and delivered on behalf of Jacksons Landing Development Pty Limited by its attorney under power of attorney registered book 4620 no 801 in the presence of:

MICHAEL CA

Print names

Signed sealed and delivered on behalf of Australian Executor Trustees (NSW) Limited by its attorney under power of attorney registered book 45/7 no 2/3 in the presence of:

Glenn White

Witness

SENIOR ADMINISTRATOR Attorney

MANAGER <del>stru</del>ctured

22, 207 King St.

Print names

THE DEFINITION OF THE ALIGNMENT

OF BANK ST. BOWMAN ST & TAMBUAST TO THE EXTENT SHOWN HEREON IS SATISFACTORY TO THE COUNCIL OF THE CITY OF SYDNEY.

MARCH 23. 2012

Req:R413878 /Doc:DP 0270215 P /Rev:07-Sep-2012 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:04 /Seq:271 of 299 © Office of the Registrar-General /Src:SAIGLOBAL /Ref:

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

#### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 3 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOTS 59, 61 & 88 IN D.P.270215

\_\_\_\_

DP270215

(DOC.O)

Registered:



30.4.2012

Office Use Only

Office Use Only

Subdivision Certificate No.:

11/2012

Date of Endorsement:

22 MARCH 2012

Name of Development (Optional)

JACKSONS LANDING

Address for Service of Notices

#### WARNING STATEMENT (Approved Form 7)

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

Any changes will be recorded in a replacement schedule.

### **UPDATE NOTE (Approved Form 8)**

This document contains an \*updated/\*revised-Schedule of Unit Entitlements and replaces the existing schedule registered on  $\frac{28/42/2008}{2012}$  6/3/2012

- Strike out whichever is inapplicable
- Insert date

#### VALUER'S CERTIFICATE (Approved Form 9)

1 CHRISTOPHER SUTTON

of CBRE

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

- \*(a) The unit entitlements shown in the schedule herewithare based upon valuations made by me on-
- \*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on 11/03/2000 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule///

Signature......

Date 21 3 2012

Strike out whichever is inapplicable

\* Insert date of valuation

#### SCHEDULE OF UNIT ENTITLEMENT

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

| 701 | U.E.               | SUBDIVISION                                   |
|-----|--------------------|---|
| 1   | COMMUNITY PROPERTY |   |
| 2   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                   |
| 3   | 1374               | S.P.62660                                     |
| 4   | NOW LOTS 71-73     | SEE ADDITIONAL SHEETS 152-155                 |
| 5   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                   |
| 6   | NOW LOTS 26 & 27   | SEE ADDITIONAL SHEETS 39-44                   |
| 7   | NOW LOTS 23-25     | SEE ADDITIONAL SHEETS 35-38                   |
| 8   | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 138-134 HISTORICAL FILE |
| 9   | 234                | S.P.62406                                     |
| 10  | 348                | S.P.63466 SEE ADMIN SHEET                     |
| 11  | 194                |   |
| 12  | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92 (DOC. P)          |
| 13  | 248                |   |
| 14  | NOW LOTS 46-58     | SEE ADDITIONAL SHEETS 130-132                 |
| 15  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                 |
| 16  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                 |
| 17  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134                 |
| 18  |                    | NOW ROAD COMPRISED IN 18/1011428              |

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOTS 59, 61 & 88 IN D.P.270215

# DP270215

(DOC.O)

Registered:



30.4.2012

Subdivision Certificate No:

11/2012

Date of Endorsment:

22 MARCH 2012

| LO7            | U.E.                                  | SUBDIVISION   |
|----------------|---------------------------------------|---|
| 19             | NOW LOTS 28-32                        | SEE ADDITIONAL SHEETS 45-63   |
| 20             | NOW LOTS 54-56                        | SEE ADDITIONAL SHEETS 133-134   |
| 21             | NOW LOTS 28-32                        | SEE ADDITIONAL SHEETS 45-63   |
| 22             |                                       | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1079037               |
| 23             | 19                                    |   |
| 24             | 304                                   | S.P.62661   |
| 25             | 48                                    | S.P.63595   |
| 26             | 522                                   | S.P.65564   |
| 27             | 74                                    |   |
| 28             | 556                                   | S.P.68839   |
| 29             | <b>+</b> +                            | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1042979 (SEE 9096647) |
| 30             | NOW LOTS 33-35                        | SEE ADDITIONAL SHEETS 64-92   |
| 31             | NOW LOTS 39-44                        | SEE ADDITIONAL SHEETS 121-129   |
| 32             | NOW LOTS 71-73                        | SEE ADDINONAL SHEETS 152-155  |
| 33             | 965                                   | S.P.69581   |
| 34             |                                       | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1061957 (AA151290)    |
| 35             | NOW LOTS 36-38                        | SEE ADDITIONAL SHEETS 93-120  |
| 36             | 0                                     | PROPOSED PUBLIC QPEN SPACE  |
| 37             |                                       | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND  |
| 31             |                                       | ASSESSMENT ACT 1979 NOW LOT/37 IN D.P.1071670 (AD718314)                |
| 38             | NOW LOTS 39-45                        | SEE ADDITIONAL SHEETS 121-129   |
| 39             | 89                                    | HISTORICAL FILE   |
| 40             | 100                                   | S.P.75963   |
| 41             | 5                                     | S.P.75963 SEE ADMIN SHEET   |
| 42             | NOW LOTS 67-70                        | SEE ADDITIONAL SHEETS 148-151   |
| 43             | NOW LOTS 71-73                        | SEE ADDITIONAL SHEETS 152-155 (DOC. P)                                  |
| 44             | NOW LOTS 54-56                        | SEE ADDITIONAL SHEETS 133-134   |
| 45             |                                       | CONVERTED TO COMMUNITY PROPERTY   |
| 46             | 15                                    |   |
| 47             | 13                                    |   |
| 48             | 13                                    |   |
| 49             | 13                                    |   |
| 50             | 13                                    |   |
| 51             | 13 /                                  |   |
| 52             | 14                                    |   |
| 53             | /                                     | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1129185 (AE77307)    |
| 54             | 757/                                  | S.P.73528   |
| 55             | /                                     | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1072361 (AB41976)     |
| 56             | NOW LOTS 57-62                        | SEE ADDITIONAL SHEET 135  |
| 57             | NØW LOTS 63-66                        | SEE ADDITIONAL SHEETS 137-147   |
|                | NOW LOT 87                            | PROPOSED ROAD SEE ADDITIONAL SHEET 177                                  |
| 58             | וט ושט ייייו/                         |   |
|                | NOW LOTS 90-92                        | SEE ADDITIONAL SHEETS 185-189   |
| 58<br>59<br>60 | · · · · · · · · · · · · · · · · · · · | SEE ADDITIONAL SHEETS 185-189 SEE ADDITIONAL SHEET 177                  |

WARNING: Creasing or folding will lead to rejection

\* OFFICE LIGE ON!! V

**DEPOSITED PLAN ADMINISTRATION SHEET** 

Sheet 5 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOTS 59, 61 & 88 IN D.P.270215

DP270215

(DOC.O)

Registered:



30.4.2012

Subdivision Certificate No:

11/2012

Date of Endorsment: 22 MARCH 2012

| LOT         | U.E.                | SUBDIVISION  |  |  |  |  |
|-------------|---------------------|--|--|--|--|--|
| 61          | NOW LOT 90-92       | ADDITIONAL SHEETS 185-189  |  |  |  |  |
| 62          |                     | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING   |  |  |  |  |
| 62          |                     | AND ASSESSMENT ACT 1979 NOW LOT 62 IN D.P.1111517                    |  |  |  |  |
| 63          | 251                 | S.P.76418  |  |  |  |  |
| 64          | NOW LOTS 81 & 82    | SEE ADDITIONAL SHEETS 160-167  |  |  |  |  |
| 65          |                     | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING   |  |  |  |  |
| 65          | \                   | AND ASSESSMENT ACT 1979 NOW LOT 65 IN D.P.1111520                    |  |  |  |  |
| 66          | NOW LOTS 81 & 82    | SEE ADDITIONAL SHEETS 160-167  |  |  |  |  |
| 67          |                     | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING   |  |  |  |  |
| 07          |                     | AND ASSESSMENT ACT 1979 NOW LOT 67 IN D.P.1143445 (AE966406)         |  |  |  |  |
| 60          |                     | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING   |  |  |  |  |
| 68          |                     | AND ASSESSMENT ACT 1979 NOW LOT 68 IN D.P.1/37769 (AE583713)         |  |  |  |  |
| 69          | 0                   | PROPOSED PUBLIC OPEN SPACE   |  |  |  |  |
| 70          |                     | ACQUIRED BY THE MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING   |  |  |  |  |
| 70          |                     | AND ASSESSMENT ACT 1979 NOW LOT 70 JN D.P.1116251 (AE651712)         |  |  |  |  |
| 71          |                     | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1145908 (AF125692) |  |  |  |  |
| 72          | NOW LOTS 74-77      | SEE ADDITIONAL SHEET 156   |  |  |  |  |
| 73          | NOW LOTS 74-77      | SEE ADDITIONAL SHEET 156   |  |  |  |  |
| 74          | 0                   | PROPOSED PUBLIC OPEN SPACE   |  |  |  |  |
| 75          |                     | ACQUIRED BY SYDNEY HARBOUR FORSHORE AUTHORITY D.P.1130807 (AE180573) |  |  |  |  |
| 76          | NOW LOT 80          | SEE ADDITIONAL SHEETS 158 & 159                                      |  |  |  |  |
| 77          | NOW LOTS 78 & 79    | SEE ADDITIONAL SHEETS 158 & 159                                      |  |  |  |  |
| 78          | 581                 | S.P.80937  |  |  |  |  |
| 79          |                     | ACQUIRED BY SYDMEY HARBOUR FORSHORE AUTHORITY D.P.1145905 (AF125693) |  |  |  |  |
| 80          | 0                   | PROPOSED ROAD  |  |  |  |  |
| 81          | 941                 | S.P.82306  |  |  |  |  |
| 82          | NOW LOTS 83-85      | SEE ADDITIONAL SHEETS 168-176 HISTORICAL FILE                        |  |  |  |  |
| 83          | <del>TBA</del> 1150 | PROPOSED SUGAR DOCK DEVELOPMENT                                      |  |  |  |  |
| 84          | NOW LOT 86          | SEE ADDITIONAL SHEETS 177-184 SEE ADMIN SHEET                        |  |  |  |  |
| 85          | 0                   | PROPOSED PUBLIC OPEN SPACE   |  |  |  |  |
| 86          | 934                 | (DOC. P)   |  |  |  |  |
| 87          | 0 /                 | PROPOSED ROAD  |  |  |  |  |
| 88          | NOW LOT 89          | SEE ADDITIONAL SHEETS 185-189  |  |  |  |  |
| 89          | 0                   | PROPOSED ROAD  |  |  |  |  |
| 90          | 0/                  | PROPOSED PUBLIC OPEN SPACE   |  |  |  |  |
| 91          | 215                 |  |  |  |  |  |
| 92          | 0                   | PROPOSED PUBLIC OPEN SPACE   |  |  |  |  |
| 93          | 0                   | PROPOSED PUBLIC OPEN SPACE   |  |  |  |  |
|             | /                   |  |  |  |  |  |
|             | ···                 |  |  |  |  |  |
|             |                     |  |  |  |  |  |
| <del></del> |                     |  |  |  |  |  |
| Aggregate   | 10000               |  |  |  |  |  |

PLAN FORM 6D (Community annexure) WARNING: Creasing or folding will lead to rejection **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 3 sheet(s) Use Only **DP 270215** REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF **Document "P"** LOT 36 DP 270215 ( SEVERANCE) Office Use Only  $(\Delta b_{\lambda})$ 30-5-2012 Registered: (4) Subdivision Certificate No.: Date of Endorsement: Name of Development (Optional) Address for Service of Notices JACKSONS LANDING WARNING STATEMENT (Approved Form 7) VALUER'S CERTIFICATE (Approved Form 9) This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is of ..... liable to be altered, as the scheme is developed or on being a Valuer registered under the Valuers Registration Act completion of the scheme, in accordance with the provisions of 1975, certify that: section 30 Community Land Development Act 1989. (a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on Any changes will be recorded in a replacement schedule. Λ..... **UPDATE NOTE (Approved Form 8)** (b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their This document contains an \*updated/\*revised Schedule of Unit market value on ^ ..... being the date of Entitlements and replaces the existing schedule registered on the valuer's certificate lodged with the original initial schedule ^...30.04.2012..... or the revised schedule. Signature...... Date ..... \* Strike out whichever is irrapplicable ^ Insert date \* Strike out whichever is inapplicable 
^ Insert date of valuation

#### SCHEDULE OF UNIT ENTITLEMENT

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

| FOI | ENTITLEMENT               | SUBDIVSION                       |
|-----|---------------------------|----------------------------------|
| 1   | <b>COMMUNITY PROPERTY</b> |                                  |
| 2   | NOW LOTS 28-32            | SEE ADDITIONAL SHEETS 45-63      |
| 3   | 1374                      | S.P.62660                        |
| 4   | NOW LOTS 71-73            | SEE ADDITIONAL SHEETS 152-155    |
| 5   | NOW LOTS 28-32            | SEE ADDITIONAL SHEETS 45-63      |
| 6   | NOW LOTS 26 & 27          | SEE ABOITIONAL SHEETS 39-44      |
| 7   | NOW LOTS 23-25            | SEE ADDITIONAL SHEETS 35-38      |
| 8   | NOW LOTS 54-56            | SEE ADDITIONAL SHEETS 133-134    |
| 9   | 234                       | S.P.62406                        |
| 10  | 348                       | S.P.63466                        |
| 11  | 19 <u>4</u>               |                                  |
| 12  | NOW LOTS 33-35            | SEE ADDITIONAL SHEETS 64-92      |
| 13  | 248                       |                                  |
| 14  | NOW LOTS 46-53            | SEE ADDITIONAL SHEETS 130-132    |
| 15  | NOW LOTS 54-56            | SEE ADDITIONAL SHEETS 133-134    |
| _16 | MOW LOTS 54-56            | SEE ADDITIONAL SHEETS 133-134    |
| 17  | NOW LOTS 54-56            | SEE ADDITIONAL SHEETS 133-134    |
| 18  |                           | NOW ROAD COMPRISED IN 18/1011428 |

HISTORICAL FILE: SEE ADMINISTRATION SHEET (DOC.Q)

Surveyor's Reference:C165-036

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 36 DP 270215

**DP 270215** 

Document "P"

Registered:



CID

30-5-2012

Sheet 2 of 3 sheet(s)

Subdivision Certificate No:

Date of Endorsement:

| 19          | NOW LOTS 28-32 | SEE ADDITIONAL SHEETS 45-63   |
|-------------|----------------|---|
| 20          | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134   |
| 21          | NOW LOTS 28-32 | SEE ADDITIONAL SHEETS 45-63   |
| 22          | \ -            | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037  |
| 23          | 19             |   |
| 24          | 301            | S.P.62661   |
| 25          | 48             | S.P.63595   |
| 26          | \$22           | S.P.65564   |
| 27          | 74             |   |
| 28          | 556            | S.P. 68839  |
| 29          | _ \            | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1042979 (SEE 9096647)  |
| 30          | NOW LOTS 33-35 | SEE ADDITIONAL SHEETS 64-92   |
| 31          | NOW LOTS 39-44 | SEE ADDITIONAL SHEETS 121-129   |
| 32          | NOW LOTS 71-73 | SEE ADDITONAL SHEEETS 152-155   |
| 33          | 965            | S.P.69681   |
| 34          | _              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1061957 (AA151290)  |
| 35          | NOW LOTS 36-38 | SEE ADDITONAL SHEEETS 93-120  |
| 36          |                | SEVERED FROM SCHEME BY INSTRUMENT OF SEVERANCE (AG884754)   |
| 37          | _              | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 37 IN DP 1071670 (AD718314) |
| 38          | NOW LOTS 39-45 | SEE ADDITIONAL SHEETS 121-129   |
| 39          | 89             | X   |
| 40          | 100            | S.P.75963   |
| 41          | 5              | S.P.75963   |
| 42          | NOW LOTS 67-70 | SEE ADDITIONAL SHEETS 148-151   |
| 43          | NOW LOTS 71-73 | SEE ADDITIONAL SHEETS 152-155   |
| 44          | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134   |
| 45          |                | CONVERTED TO COMMUNITY PROPERTY   |
| 46          | 15             |   |
| 47          | 13             |   |
| 48          | 13             |   |
| 49          | 13             |   |
| 50          | 13             |   |
| 51          | 13             |   |
| 52          | 14/            |   |
| 53          | /-             | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1129185 (AE77307)   |
| 54          | <b>757</b>     | S.P.73528   |
| 55          |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1072361 (AB41976)  |
| 56          | NOW LOTS 57-62 | SEE ADDITIONAL SHEET 135  |
| 57          | NOW LOTS 63-66 | SEE ADDITIONAL SHEETS 137-147   |
| 58/         | NOW LOT 87     | SEE ADDITIONAL SHEET 177  |
| <i>5</i> 59 |                | SEE ADDITIONAL SHEETS 185-189   |
| 60          | NOW LOT 88     | SEE ADDITIONAL SHEET 177  |

## **HISTORICAL FILE:**

SEE ADMINISTRATION SHEET (DOC.Q)

Sheet 3 of 3 sheet(s)

# REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 36 DP 270215

**DP 270215** 

Document "P"

Registered:



Libu

30-5-2012

Subdivision Certificate No:

Date of Endorsement:

| 61    | NOW LOTS 90-92   | ADDITIONAL SHEETS 185-189   |  |  |
|-------|------------------|---|--|--|
| 62    | 1100V E013 90-92 |   |  |  |
|       |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AMD ASSESMENT ACT 1979 NOW LOT 62 IN DP 1111517            |  |  |
| 63    | 251              | S.P.76418   |  |  |
| 64    | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167   |  |  |
| 65    | _                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 65 IN DP 1111520            |  |  |
| 66    | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167   |  |  |
| 67    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 67 IN DP 1143445 (AE986406) |  |  |
| 68    | -                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN DP 1137769 (AE583713) |  |  |
| 69    | 0                | PROPOSED PUBLIC OPEN SPACE  |  |  |
| 70    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN DP 1116251(AE651712)  |  |  |
| 71    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125692)   |  |  |
| 72    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156  |  |  |
| 73    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156  |  |  |
| 74    | 0                | PROPOSED PUBLIC OPEN SPACE  |  |  |
| 75    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.11130807 (AE 180573)   |  |  |
| 76    | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159   |  |  |
| 77    | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159   |  |  |
| 78    | 581              | SP 80937  |  |  |
| 79    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125693)   |  |  |
| 80    | 0                | PROPOSED ROAD   |  |  |
| 81    | 941              | SP 82306  |  |  |
| 82    | NOW LOTS 83-85   | SEE ADDITIONAL SHEETS 168 & 179   |  |  |
| 83    | 1150             | SP 84689  |  |  |
| 84    | NOW LOT 86       | SEE ADDITIONAL SHEETS 177-184   |  |  |
| 85    | 0/               | PROPOSED PUBLIC OPEN SPACE  |  |  |
| 86    | <b>9</b> 34      |   |  |  |
| 87    | 0                | PROPOSED ROAD   |  |  |
| 88    | NOW LOT 89       | SEE ADDITIONAL SHEETS 185-189   |  |  |
| 89    | 0                | PROPOSED ROAD   |  |  |
| 90    | 0                | PROPOSED PUBLIC OPEN SPACE  |  |  |
| 91    | 215              |   |  |  |
| 92/   | 0                | PROPOSED PUBLIC OPEN SPACE  |  |  |
| 93    | 0                | PROPOSED PUBLIC OPEN SPACE  |  |  |
| TOTAL | 10000            |   |  |  |
|       |                  | E. SEE ADMINISTRATION SHEET (DOC O)   |  |  |

HISTORICAL FILE: SEE ADMINISTRATION SHEET (DOC.Q)

SURVEYOR'S REFERENCE: C165-036-AS3.doc

DOCUMENT Q

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

| <u>, 1500 -</u> | DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet |                         |  |  |  |  |
|--|--|-------------------------|--|--|--|--|
| REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 85 DP 270215   |  |                         | DP 270215  Document "Q"  |  |  |  |
|  |  |                         | Office Use On 10 /7 / 2 012  |  |  |  |
| Subdivision Certifi  | cate No.:  |                         | Date of Endorsement:   |  |  |  |
|  | Name of Development (Op                                | otional)                | Address for Service of Notices   |  |  |  |
|  | JACKSONS LANDII  | NG                      |  |  |  |  |
| WARN   | ING STATEMENT (Appre                                   | oved Form 7)            | VALUER'S CERTIFICATE (Approved Form 9)   |  |  |  |
| This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.  |  |                         | l,   |  |  |  |
| Any changes will   | l be recorded in a replace                             | ment schedule.          | based upon valuations made by me on ^  |  |  |  |
| UPDATE NOTE (Approved Form 8)  This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on *30.05.2012  |  |                         | *(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their |  |  |  |
| * Strike out whichever i<br>* Insert date  | is inapplicable  | !                       | Signature  |  |  |  |
|  |  | SCHEDULE OF UI          | NIT ENTITLEMENT  |  |  |  |
|  | · · · · · · · · · · · · · · · · · · ·                  |                         | nal annexure sheetPlan Form 6A)  |  |  |  |
| rol  | ENTITLEMENT<br>COMMUNITY PROPERTY                      |                         | SUBDIVSION   |  |  |  |
| 2  |  | SEE ADDITIONAL SHEET    | FC AE É2   |  |  |  |
| 3  | 1374   | S.P.62660               | 15 45-05   |  |  |  |
| 4  |  | SEE ADDITIONAL SHEET:   | TS 152-155   |  |  |  |
| 5  |  | SEE ADDITIONAL SHEET    |  |  |  |  |
| 6  | · · · · · · · · · · · · · · · · · · ·                  | SEE ADDITIONAL SHEET    |  |  |  |  |
| 7  |  | SEE ADDITIONAL SHEET    |  |  |  |  |
| 8  |  | SEE ADDITIONAL SHEET    | IS 133-134   |  |  |  |
| 9  | <del></del>  | S.P.62406               |  |  |  |  |
| 10   |  | S.P.63466               |  |  |  |  |
| 11   | 194<br>NOW LOTS 33.35                                  | SEE ADDITIONAL SHEET    | FO CA 00   |  |  |  |
| 12<br>13   | NOW LOTS 33-35   | SEE ADDITIONAL SINCE IN | 15 64-92   |  |  |  |
| 14   |  | SEE ADDITIONAL SHEET    | FS 130-132   |  |  |  |
| 15   | <del></del>  | SEE ADDITIONAL SHEET    |  |  |  |  |
| 16   |  | SEE ADDITIONAL SHEET    |  |  |  |  |
| 17   | <del></del>  | SEE ADDITIONAL SHEET    |  |  |  |  |
| 18   |  | NOW ROAD COMPRISED      | O IN 18/1011428  |  |  |  |
| HI   | STORICAL FILE  | - SEE ADMIN             | SHEET DOLUMENT "R"   |  |  |  |
| Surveyor's Referei   | Surveyor's Reference:C165-085                          |                         |  |  |  |  |

Sheet 4 of 3 sheet(s) **DEPOSITED PLAN ADMINISTRATION SHEET** 

# REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT

**DP 270215** 

ASSOCIATED WITH THE ACQUISITION OF LOT 85 DP 270215

Document "Q"

Registered:



10/7/2012 (Ab)

Subdivision Certificate No:

Date of Endorsement:

| 19  | NOW LOTS 28-32 | SEE ADDITIONAL SHEETS 45-63   |
|-----|----------------|---|
| 20  | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134   |
| 21  | NOW LOTS 28-32 | SEE ADDITIONAL SHEETS 45-63   |
| 22  | -              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037              |
| 23  | 19             |   |
| 24  | 301            | S.P.62661   |
| 25  | 48             | S.P.63595   |
| 26  | 622            | S.P.65564   |
| 27  | 74             |   |
| 28  | 556            | S.P. 68839  |
| 29  | - \            | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORYTY D.P.1042979 (SEE 9096647 |
| 30  | NOW LOTS 33-35 | SEE ADDITIONAL SHEETS 64-92   |
| 31  | NOW LOTS 39-44 | SEE ADDITIONAL SHEETS 121-129   |
| 32  | NOW LOTS 71-73 | SINE ADDITONAL SHEEETS 152-155  |
| 33  | 965            | S.P.89581   |
| 34  |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061957 (AA151290)   |
| 35  | NOW LOTS 36-38 | SEE ADDITIONAL SHEEETS 93-120   |
| 36  | _              | SEVERED FROM SCHEME BY INSTRUMENT OF SEVERANCE (AG884754)               |
| 37  | _              | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND      |
|     |                | ASSESMENT ACT 1979 NOW LOT 37 IN DP 1071670 (AD718314)                  |
| 38  | NOW LOTS 39-45 | SEE ADDITIONAL SHENTS 121-129   |
| 39  | 89             | X   |
| 40  | 100            | S.P.75963   |
| 41  | 5              | S.P.75963   |
| 42  | NOW LOTS 67-70 | SEE ADDITIONAL SHEETS 148-151   |
| 43  | NOW LOTS 71-73 | SEE ADDITIONAL SHEETS 152-155   |
| 44  | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134   |
| 45  | _              | CONVERTED TO COMMUNITY PROPERTY   |
| 46  | 15             |   |
| 47  | 13             |   |
| 48  | 13             |   |
| 49  | 13             |   |
| 50  | 13             |   |
| 51  | 13             |   |
| 52  | 14/            |   |
| 53  | /-             | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1729185 (AE77307)   |
| 54  | 757            | S.P.73528   |
| 55  | / -            | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 107236 (AB41976)    |
| 56  | NOW LOTS 57-62 | SEE ADDITIONAL SHEET 135  |
| 57  | NOW LOTS 63-66 | SEE ADDITIONAL SHEETS 137-147   |
| 58/ | NOW LOT 87     | SEE ADDITIONAL SHEET 177  |
| 69  | -              | SEE ADDITIONAL SHEETS 185-189   |
| 60  | NOW LOT 88     | SEE ADDITIONAL SHEET 177  |

HISTORICAL FILE - SEE ADMIN SHEET DOCUMENT "R"

PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection Sheet # of # sheet(s) **DEPOSITED PLAN ADMINISTRATION SHEET DP 270215** REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF Document "Q" LOT 85 DP 270215

Registered:



(h)

10/7/2012

Subdivision Certificate No:

Date of Endorsement:

|       | 1                | T-121-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-  |
|-------|------------------|---|
| 61    | NOW LOTS 90-92   | ADDITIONAL SHEETS 185-189   |
| Pes   |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 62 IN DP 1111517            |
| 63    | 251              | S.P.76418   |
| 64    | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167   |
| 65    | _                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 65 IN DP 1111520            |
| 66    | NOVALOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167   |
| 67    | -                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 67 IN DP 1143445 (AE986406) |
| 68    | -                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 68 IN DP 1137769 (AE583713) |
| 69    | 0                | PROPOSED PUBLIC OPEN SPACE  |
| 70    | <u>.</u>         | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 70 IN DP 1116251(AE651712)  |
| 71    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125692  |
| 72    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156  |
| 73    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156  |
| 74    | 0                | PROPOSED PUBLIC OPEN SPACE  |
| 75    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.11130807 (AE 180573)   |
| 76    | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159   |
| 77    | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159   |
| 78    | 581              | SP 80937  |
| 79    | ••               | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125693  |
| 80    | 0                | NOW ROAD  |
| 81    | 941              | SP 82306  |
| 82    | NOW LOTS 83-85   | SEE ADDITIONAL SHEETS 168 & 179   |
| 83    | 1150             | SP 84689  |
| 84    | NOW LOT 86       | SEE ADDITIONAL SHEETS 177-184   |
| 85    | 0                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 85 IN DP 1176538            |
| 86    | 9,24             |   |
| 87    | 0                | PROPOSED ROAD   |
| 88    | NOW LOT 89       | SEE ADDITIONAL SHEETS 185-189   |
| 89    | 0                | PROPOSED ROAD   |
| 90    | 0                | PROPOSED PUBLIC OPEN SPACE  |
| 91 /  | 215              |   |
| 92/   | 0                | PROPOSED PUBLIC OPEN SPACE  |
| 93    | 0                | PROPOSED PUBLIC OPEN SPACE  |
| TOTAL | 10000            |   |

HISTORICAL FILE - SEE ADMIN

SHEET

DOCUMENT "R"

SURVEYOR'S REFERENCE: C165-085

\* OFFICE USE ONLY

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

IT IS INTENDED TO DEDICATE LOT 80 TO THE PUBLIC AS PUBLIC ROAD, SUBJECT TO EASEMENTS

**DP 270215** 

Document "R"

Registered:

17.7.2012

Office Use Only

Title System:

TORRENS

DILLEIA

Purpose: R

ROAD DEDILATION

PLAN OF DEDICATION OF LOT 80 IN DP 270215

THE DEFINITION OF THE ALIGNMENT

OF BOWMAN ST.
TO THE EXTENT SHOWN HEREON IS SATISFACTORY TO THE COUNCIL OF THE CITY OF SYDNEY.

MAY 25. 2012"

If space is insufficient use PLAN FORM 6A annexure sheet

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed ....

NEW ROAD set out herein

\* Authorised Person/\*General Manager/\*Accredited Certifier-

Consent Authority: CITY OF SYDNEY

Date of Endorsement: 25 MAY 2012

Accreditation no: 19/2012

File no: 5/2012/19

\* Strike through inapplicable parts.

LGA:

SYDNEY

Locality:

**PYRMONT** 

Parish:

ST ANDREW

County:

**CUMBERLAND** 

**Survey Certificate** 

I, DAVID WALLACE FAIRLIE.....

of WHELANS INSITES DX 288 SYDNEY.....

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: .. 4 MAY 2012............

The survey relates to .....LOT 80.....

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature Daise Dated: 4.5.2012

Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: ..... "X"-"Y".....

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 270215

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: C165-DP9

Reg:R413878 /Doc:DP 0270215 P /Rev:07-Seb-2012 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:04 /Seq:281 of 299 @ Office of the Registrar-General /Src:SAIGLOBAL /Ref: **PLAN FORM 6A** WARNING: Creasing or folding will lead to rejection DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 5 sheet(s) DP 270215 PLAN OF DEDICATION OF LOT 80 IN DP 270215 **Document "R"** Office Use Only Registered: (17.7.2012 KT 19/2012 25 MAY 2012 Subdivision Certificate No.: Date of Endorsement: Executed by Jacksons Landing Development Pty Ltd by the party's attorney pursuant to power of attorney registered book 4620 no. 801 Who states that no notice of revocation of the power of attorney has been received in the presence of: Level 1, 19 Harris ST Pyrmont Address of witness

Occupation at Witness

Surveyor's Reference: C615-DP9

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

|  | DEC                                 |                                | 3  |
|--|-------------------------------------|--------------------------------|--|
|  | UEł                                 | 205ITED PLAN AL                | OMINISTRATION SHEET Sheet # of 5 sheet(s |
| REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT<br>ASSOCIATED WITH THE DEDICATION OF<br>LOT 80 DP 270215  |                                     |                                | DP 270215  Document "R"                  |
|  |                                     |                                | Office Use Only  Registered: 17.7.2012 W |
| Subdivision Co   | ertificate No.: 19 / 2012           |                                | Date of Endorsement 25 MAY 2012          |
|  | Name of Development (Op             | tional)                        | Address for Service of Notices           |
| JACKSONS LANDING   |                                     |                                |  |
| WA   | RNING STATEMENT (Appr               | oved Form 7)                   | VALUER'S CERTIFICATE (Approved Form 9)   |
| This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.  Any changes will be recorded in a replacement schedule. |                                     |                                | I,                                       |
| UPDATE NOTE (Approved Form 8)  This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^  |                                     |                                | ^  |
| * Strike out which<br>* Insert date  | ever is inapplicable                |                                | Signature                                |
|  |                                     |                                | NIT ENTITLEMENT                          |
|  |                                     | e is insufficient use addition | nal annexure sheet -Plan Form 6A)        |
|  |                                     |                                | SUBDIVSION                               |
|  | NOW LOTS 28-32 SEE ADDITIONAL SHEET |                                | °S 45-63                                 |
|  |                                     | S.P.62660                      |  |
|  |                                     | SEE ADDITIONAL SHEET           | TS 152-155                               |
| 5  |                                     | SEE ADDITIONAL SHEET           |  |
| 6  |                                     | SEE ASDITIONAL SHEET           |  |
| 7  |                                     | SEE ADDITIONAL SHEET           | S 35-38                                  |
| 8  | NOW LOTS 54-56                      | SEE ADDITIONAL SHEET           | S 132-134                                |

| LOI | ENTITLEMENT               | SUBDIVSION                       |
|-----|---------------------------|----------------------------------|
| 1   | <b>COMMUNITY PROPERTY</b> |                                  |
| 2   | NOW LOTS 28-32            | SEE ADDITIONAL SHEETS 45-63      |
| 3   | 1374                      | S.P.62660                        |
| _4  | NOW LOTS 71-72            | SEE ADDITIONAL SHEETS 152-155    |
| 5   | NOW LOTS 28-32            | SEE ADDITIONAL SHEETS 45-63      |
| 6   | NOW LOTS 26 & 27          | SEE ASDITIONAL SHEETS 39-44      |
| 7   | NOW LOTS 23-25            | SEE ADDITIONAL SHEETS 35-38      |
| 8   | NOW LOTS 54-56            | SEE ADDITIONAL SHEETS 133-134    |
| 9   | 234                       | S.P.62406                        |
| 10  | 348                       | S.P.63466                        |
| 11  | 194                       |                                  |
| 12  | NOW LOTS 33-35            | SEE ADDITIONAL SHEETS 64-92      |
| 13  | 248                       |                                  |
| 14  | NOW LOTS 49-53            | SEE ADDITIONAL SHEETS 130-132    |
| 15  | NOW LOTS 54-56            | SEE ADDITIONAL SHEETS 133-134    |
| 18  | NOW LOTS 54-56            | SEE ADDITIONAL SHEETS 133-134    |
| 17  | NOW LOTS 54-58            | SEE ADDITIONAL SHEETS 133-134    |
| 18  | _                         | NOW ROAD COMPRISED IN 18/1011428 |

Surveyor's Reference:C165-DP9

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

## **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet \*2 of S sheet(s)

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE DEDICATION OF LOT 80 DP 270215

DP 270215

Document "R"

Registered:



17. 7. 2012

'n

Subdivision Certificate No:

19/2012

Date of Endorsement:

25 MAY 2012

| 19          | NOW LOTS 28-32 | SEE ADDITIONAL SHEETS 45-63   |
|-------------|----------------|---|
| 20          | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134   |
| 21          | NOW LOTS 28-32 | SEE ADDITIONAL SHEETS 45-63   |
| 22          | <b>\</b>       | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037  |
| 23          | 19             |   |
| 24          | 301            | S.P.62661   |
| 25          | 48             | S.P.63595   |
| 26          | 522            | S.P.65564   |
| 27          | 74             |   |
| 28          | 556            | S.P. 68839  |
| 29          | -              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1042979 (SEE 9096647)  |
| 30          | NOW LOTS 33-35 | SEE ADDITIONAL SHEETS 64-92   |
| 31          | NOW LOTS 39-44 | SEE ADDITIONAL SHEETS 121-129   |
| 32          | NOW LOTS 71-73 | SEE ADDITONAL SHEEETS 152-155   |
| 33          | 965            | S.P.89581   |
| 34          | -              | ACQUINED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061957 (AA151290)   |
| 35          | NOW LOTS 36-38 | SEE ADDITIONAL SHEEETS 93-120   |
| 36          |                | SEVERED FROM SCHEME BY INSTRUMENT OF SEVERANCE (AA884754)   |
| 37          | -              | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 37 IN DP 1071870 (AD718314) |
| 38          | NOW LOTS 39-45 | SEE ADDITIONAL SHERTS 121-129   |
| 39          | 89             | X   |
| 40          | 100            | S.P.75963   |
| 41          | 5              | S.P.75963   |
| 42          | NOW LOTS 67-70 | SEE ADDITIONAL SHEETS 148-15  |
| 43          | NOW LOTS 71-73 | SEE ADDITIONAL SHEETS 152-155   |
| 44          | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134   |
| 45          | _              | CONVERTED TO COMMUNITY PROPERTY   |
| 46          | 15             |   |
| 47          | 13             |   |
| 48          | 13             |   |
| 49          | 13             |   |
| 50          | 13             |   |
| 51          | 13             |   |
| 52          | 14             |   |
| 53          | -              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 129185 (AE77307)  |
| 54          | 757            | S.P.73528   |
| 55          | -              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.107236 (AB41976)   |
| 56          | NOW LOTS 57-62 | SEE ADDITIONAL SHEET 135  |
| 57          | NOW LOTS 63-66 | SEE ADDITIONAL SHEETS 137-147   |
| - 56        | <del></del>    | ISEE ADDITIONAL SHEET 177   |
| 58/         | NOW LOT 87     | SEE ADDITIONAL SHEET 177  |
| 58 <u>/</u> | NOW LOT 87     | SEE ADDITIONAL SHEETS 185-189   |

SURVEYOR'S REFERENCE: C165-DP9

OFFICE USE ONLY

Subdivision Certificate No:

19/2012

PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

Date of Endorsement:

25 MAY 2012

Sheet 3 of 5 sheet(s) **DEPOSITED PLAN ADMINISTRATION SHEET** DP 270215 REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE DEDICATION OF Document "R" LOT 80 DP 270215 ud 17.7.2012 Registered

**NOW LOTS 90-92** SEE ADDITIONAL SHEETS 185-189 61 ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESMENT ACT 1979 NOW LOT 62 IN DP 1111517 S.P.76418 63 251 SEE ADDITIONAL SHEETS 160-167 NOW LOTS 81 & 82 64 ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND 65 ASSESMENT ACT 1979 NOW LOT 65 IN DP 1111520 NOW LOTS 81 & 82 SEE ADDITIONAL SHEETS 160-167 66 ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND 67 ASSESMENT ACT 1979 NOW LOT 67 IN DP 1143445 (AE966496) ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND 68 ASSESMENT ACT 1979 NOW LOT 68 IN DP 1137769 (A£583713) PROPOSED PUBLIC OPEN SPACE 69 0 ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND 70 ASSESMENT ACT 1979 NOW LOT 70 IN DP 1/16251(AE651712) ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125692) 71 **NOW LOTS 74-77** SEE ADDITIONAL SHEET 156 72 SEE ADDITIONAL SHEET 156 **NOW LOTS 74-77** 73 PROPOSED PUBLIC OPEN SPACE 74 0 ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.11130807 (AE 180573) 75 SEE ADDITIONAL SHEET 158 & 159 SEE ADDITIONAL SHEETS 158 & 159 NOW LOT 80 76 77 NOW LOTS 78 & 79 SP 80937 581 78 ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125693) 79 80 0 NOW ROAD SP 82306 81 941 SEE ADDITIONAL SHEETS 168-176 **NOW LOTS 83-85** 82 1150 SP 84689 83 **NOW LOT 86** SEE ADDITIONAL SHEETS 177-184 84 ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND 85 n ASSESMENT ACT 1979 NOW LOT 65 IN DP 1176538 934 86 PROPOSED ROAD 87 NOW LOT 89 SEE ADDITIONAL SHEETS 185-189 88 0 PROPOSED ROAD 89 PROPOSED PUBLIC OPEN SPACE 80 215 91 PROPOSED PUBLIC OPEN SPACE 0 92 PROPOSED PUBLIC OPEN SPACE 93 0 TOTAL 10000

> HISTORICAL FILE SEE ADMINISTRATION SHEETS 1 - 3 (DOC. S)

SURVEYOR'S REFERENCE: C165-DP9

OFFICE USE ONLY

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

#### DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 3 sheet(s) e Only REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF DP270215 LOT 69 DP 270215 Registered: Date of Endorsement: Subdivision Certificate No.: Address for Service of Notices Name of Development (Optional) JACKSONS LANDING WARNING STATEMENT (Approved Form 7) VALUER'S CERTIFICATE (Approved Form 9) This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is of ...... liable to be altered, as the scheme is developed or on being a Valuer registered under the Valuers Registration Act completion of the scheme, in accordance with the provisions of 1975, certify that: section 30 Community Land Development Act 1989. (a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on Any changes will be recorded in a replacement schedule. A ..... **UPDATE NOTE (Approved Form 8)** (b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their This document contains an \*updated/\*revised Schedule of Unit market value on ^ ..... being the date of Entitlements and replaces the existing schedule registered on the valuer's certificate lodged with the original initial schedule Λ....... or the revised schedule. Signature...... Date ...... \* Strike out whichever is inapplicable

#### SCHEDULE OF UNIT ENTITLEMENT

\* Strike out whichever is inapplicable

\* Insert date of valuation

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

| FOI | ENTITLEMENT        | SUBDIVSION                       |
|-----|--------------------|----------------------------------|
| 1   | COMMUNITY PROPERTY |                                  |
| 2   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63      |
| 3   | 1374               | S.P.62660                        |
| 4   | NOW LOTS 71-73     | SEE ADDITIONAL SHEETS 152-155    |
| 5   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63      |
| 6   | NOW LOTS 26 & 27   | SEE ADDITIONAL SHEETS 39-44      |
| 7   | NOW LOTS 23-25     | SEE ADDITIONAL SHEETS 35-38      |
| 8   | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134    |
| 9   | 234                | S.P.62406                        |
| 10  | 348                | S.P.63466                        |
| 11  | 194                |                                  |
| 12  | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92      |
| 13  | 248                |                                  |
| 14  | NOW LOTS 48-53     | SEE ADDITIONAL SHEETS 130-132    |
| 15  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134    |
| 16  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134    |
| 17_ | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134    |
| 18  |                    | NOW ROAD COMPRISED IN 18/1011428 |

Surveyor's Reference:C165-DP7

\* insert date

Sheet 2 of 3 sheet(s)

# REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 69 DP 270215

DP270215

(boc.5)

Registered:



18 29.8 2012

Subdivision Certificate No:

Date of Endorsement:

| ∖ 19        | NOW LOTS 28-32 | SEE ADDITIONAL SHEETS 45-63  |
|-------------|----------------|--|
| 20          | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134  |
| 21          | NOW LOTS 28-32 | SEE ADDITIONAL SHEETS 45-63  |
| 22          | -              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037               |
| 23          | 19             |  |
| 24          | 301            | S.P.62661  |
| 25          | 48             | S.P.63595  |
| 26          | 522            | S.P.65564  |
| 27          | 74             |  |
| 28          | 556            | S.P. 68839   |
| 29          | -              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHOR/TY D.P.1042979 (SEE 9096647) |
| 30          | NOW LOTS 33-35 | SEE ADDITIONAL SHEETS 64-92  |
| 31          | NOW LOTS 39-44 | SEE ADDITIONAL SHEETS 121-129  |
| 32          | NOW LOTS 71-73 | SEE ADDITONAL SHEEETS 152-155  |
| 33          | 965            | S.P.89581  |
| 34          |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061957 (AA151290)    |
| 35          | NOW LOTS 36-38 | SEE ADDITONAL SHEEETS 93-120   |
| 36          | _              | SEVERED FROM SCHEME BY INSTRUMENT OF SEVERANCE (AG 884754)               |
| 37          | _              | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND       |
|             |                | ASSESSMENT ACT 1979 NOW LOT 37 IN DP 1071670 (AD718314)                  |
| 38          | NOW LOTS 39-45 | SEE ADDITIONAL SHEETS 121-129  |
| 39          | 89             | X  |
| 40          | 100            | S.P.75963  |
| 41          | 5              | S.P.75963  |
| 42          | NOW LOTS 67-70 | SEE ADDITIONAL SHEETS 148-151  |
| 43          | NOW LOTS 71-73 | SEE ADDITIONAL SHEETS 152-155  |
| 44          | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134  |
| 45          | -              | CONVERTED TO COMMUNITY PROPERTY  |
| 46          | 15             |  |
| 47          | 13             |  |
| 48          | 13             |  |
| 49          | 13             |  |
| 50          | 13             |  |
| 51          | 13             |  |
| 52          | 14             |  |
| 53          | /-             | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1129185 (AE77307)    |
| 54          | <b>/</b> 757   | S.P.73528  |
| 55          | -              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1072361 (AB41976)     |
| 56          | NOW LOTS 57-62 | SEE ADDITIONAL SHEET 135   |
| 57          | NOW LOTS 63-66 | SEE ADDITIONAL SHEETS 137-147  |
| 58/         | NOW LOT 87     | SEE ADDITIONAL SHEET 177   |
| <b>⁄5</b> 9 | NOW LOTS 90-92 | SEE ADDITIONAL SHEETS 185-189  |
| 60          | LOT 88         | SEE ADDITIONAL SHEET 177   |

REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF LOT 69 DP 270215

# DP270215

(DOC.S)

Registered:



Sheet 3 of 3 sheet(s)

Subdivision Certificate No:

Date of Endorsement:

| 61    | NOW LOTS 90-92   | ADDITIONAL SHEETS 185-189  |
|-------|------------------|--|
| 62    | -                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 62 IN DP 1111517            |
| 63    | 251              | S.P.76418  |
| 64    | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167  |
| 65    | -                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 65 IN DP 1111520            |
| 66    | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167  |
| 67    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 67 IN DP 1143445 (AE966406) |
| 68    | -                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 68 IN DP 1137769 (AE583713) |
| 69    | -                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 69 IN DP 1/1541 (AH 19143)  |
| 70    | _                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 70 IN DP 1116251(AE651712)  |
| 71    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125692)  |
| 72    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156   |
| 73    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156   |
| 74    | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 75    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.11130807 (AE 180573)  |
| 76    | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159  |
| 77    | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159  |
| 78    | 581              | SP 80937   |
| 79    | •-               | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125693)  |
| 80    | 0                | NOW ROAD   |
| 81    | 941              | SP 82306   |
| 82    | NOW LOTS 83-85   | SEE ADDITIONAL SHEETS 168 & 176  |
| 83    | 1150             | SP 84689   |
| 84    | NOW LOT 86       | SEE ADDITIONAL SHEETS 177-184  |
| 85    | 0                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 85 IN DP 1176538            |
| 86    | 984              | SP 86806   |
| 87    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP  |
| 88    | NOW LOT 89       | SEE ADDITIONAL SHEETS 185-189  |
| 89    | 0                | PROPOSED ROAD  |
| 90    | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 91    | 215              | SP 86684   |
| 92/   | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 93    | 0                | PROPOSED PUBLIC OPEN SPACE   |
| TOTAL | 10000            |  |

HISTORICAL FILE SEE ADMINISTRATION SHEETS 1-3 (DOC.T)

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

#### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 3 sheet(s)

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

## DP270215

Office Use Only

ce Use Only

Registered 15.11.2012

Subdivision Certificate No.:

Date of Endorsement:

Name of Development (Optional)

Address for Service of Notices

JACKSONS LANDING

#### WARNING STATEMENT (Approved Form 7)

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

Any changes will be recorded in a replacement schedule.

#### **UPDATE NOTE (Approved Form 8)**

This document contains an \*updated/\*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^...29.8.2012.....

- \* Strike out whichever is inapplicable
- ^ Insert date

### VALUER'S CERTIFICATE (Approved Form 9)

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

- (a) The unit entitlements shown in the selfedule herewith are based upon valuations made by me on Λ.....
- (b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on 4..... being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.

Signature...... Date ......

\*Strike out whichever is inapplicable ^ Insert date of valuation

### SCHEDULE OF UNIT ENTITLEMENT

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

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

Surveyor's Reference:C165-DP10

Sheet 2 of 3 sheet(s)

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

## DP270215

(DOC. T)

Registered:



15-11-2012

Subdivision Certificate No:

Date of Endorsement:

| 19 | NOW LOTS 28-32 | SEE ADDITIONAL SHEETS 45-63  |
|----|----------------|--|
| 20 | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134  |
| 21 | NOW LOTS 28-32 | SEE ADDITIONAL SHEETS 45-63  |
| 22 |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037               |
| 23 | 19             |  |
| 24 | 301            | S.P.62661  |
| 25 | 48             | S.P.63595  |
| 26 | 522            | S.P.65564  |
| 27 | 74             |  |
| 28 | 556            | S.P. 68839   |
| 29 | - \            | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1042979 (SEE 9096647) |
| 30 | NOW LOTS 33-35 | SEE ADDITIONAL SHEETS 64-92  |
| 31 | NOW LOTS 39-44 | SEE ADDITIONAL SHEETS 121-129  |
| 32 | NOW LOTS 71-73 | SEE ADDITONAL SHEEETS 152-155  |
| 33 | 965            | S.P. 30581   |
| 34 | <u> </u>       | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061957 (AA151290)    |
| 35 | NOW LOTS 36-38 | SEE ADDITIONAL SHEETS 93-120   |
| 36 | <del></del>    | SEVERED FROM SCHEME BY INSTRUMENT OF SEVERANCE (AG 884754)               |
| 37 |                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND       |
|    |                | ASSESMENT ACT 7979 NOW LOT 37 IN DP 1071670 (AD718314)                   |
| 38 | NOW LOTS 39-45 | SEE ADDITIONAL SHEETS 121-129  |
| 39 | 89             |  |
| 40 | 100            | S.P.75963  |
| 41 | 5              | S.P.75963  |
| 42 | NOW LOTS 67-70 | SEE ADDITIONAL SHEETS 148-15   |
| 43 | NOW LOTS 71-73 | SEE ADDITIONAL SHEETS 152-155  |
| 44 | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134  |
| 45 | ••             | CONVERTED TO COMMUNITY PROPERTY  |
| 46 | 15             |  |
| 47 | 13             |  |
| 48 | 13             |  |
| 49 | 13             |  |
| 50 | 13             |  |
| 51 | 13             |  |
| 52 | 14             |  |
| 53 |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 129185 (AE77307)     |
| 54 | 757            | S.P.73528  |
| 55 |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.107236 (AB41976)      |
| 56 | NOW LOTS 57-62 | SEE ADDITIONAL SHEET 135   |
| 57 | NOW LOTS 63-66 | SEE ADDITIONAL SHEETS 137-147  |
| 58 | NOW LOT 87     | SEE ADDITIONAL SHEET 177   |
| 59 | NOW LOTS 90-92 | SEE ADDITIONAL SHEETS 185-189  |
| 60 | LOT 88         | SEE ADDITIONAL SHEET 177   |

## **HISTORICAL FILE**

Sheet 3 of 3 sheet(s)

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

DP270215

(COOC. T)

Registered:



15.11.2012

Subdivision Certificate No:

Date of Endorsement:

| 61     | NOW LOTS 90-92   | ADDITIONAL SHEETS 185-189   |
|--------|------------------|---|
| 2      |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 62 IN DP 1111517             |
| 63     | 251              | S.P.76418   |
| 64     | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167   |
| 65     | -                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 65 IN DP 1111520             |
| 66     | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167   |
| 67     |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 67 IN DP 1143445 (AE966406)  |
| 68     |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 68 IN DP 1137769 (AE583713)  |
| 69     | -                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 69 IN DP 1177541 (AH 191143) |
| 70     | <u>-</u>         | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 70 IN DP 1116251(AE651712)   |
| 71     | <u> </u>         | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125692)   |
| 72     | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156  |
| 73     | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156  |
| 74     |                  | PROPOSED PUBLIC OPEN SPACE  |
| 75<br> |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.11130807 (AE 180573)   |
| 76     | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159   |
| 77     | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159   |
| 78     | 581              | SP 80937  |
| 79     |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125693)   |
| 80     | 0                | NOW ROAD  |
| 81     | 941              | SP 82306  |
| 82     | NOW LOTS 83-85   | SEE ADDITIONAL SHEETS 168 & 176   |
| 83     | 1150             | SP 84689  |
| 84     | NOW LOT 86       | SEE ADDITIONAL SHEETS 177-184   |
| 85     | 0                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 85 IN DP 1176538             |
| 86     | 934              | SP 86806  |
| 87     | 0                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DR 1179945(AH291216)   |
| 88     | NOW LOT 89       | SEE ADDITIONAL SHEETS 185-189   |
| 89     |                  | PROPOSED ROAD   |
| 90     | 00               | PROPOSED PUBLIC OPEN SPACE  |
| 91     | 215              | SP 86684  |
| 92     | 0                | PROPOSED PUBLIC OPEN SPACE  |
| 93     | 0                | PROPOSED PUBLIC OPEN SPACE  |
| TOTAL  | 10000            |   |

## **HISTORICAL FILE**

DP270215\_SHT1

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

| DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 3 st   |  |  |
|---|--|--|
| REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT<br>ASSOCIATED WITH THE ACQUISITION OF<br>LOT 74 DP 270215  | DP270215 ( つoc. ∪)   |  |
|   | Registered: 8.3.2013   |  |
| Subdivision Certificate No.:  | Date of Endorsement:   |  |
| Name of Development (Optional)  | Address for Service of Notices   |  |
| JACKSONS LANDING  |  |  |
| WARNING STATEMENT (Approved Form 7)   | VALUER'S CERTIFICATE (Approved Form 9)   |  |
| This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is   | ],   |  |
| liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989. | ofbeing a Valuer registered under the Valuers Registration Act 1975, certify that;  (a) The unit entitlements shown in the schedule herewith are |  |
| Any changes will be recorded in a replacement schedule.   | based upon valuations made by me on  |  |
| UPDATE NOTE (Approved Form 8)   | *(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their                     |  |
| This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on ^15 November 2012                          | market value on ^ being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.                  |  |
| * Strike out whichever is inapplicable * Insert date  | Signature  |  |
| SCHEDULE OF UNIT ENTITLEMENT  |  |  |
| (if space is insufficient use additional annexure sheetPlan Form 6A)  |  |  |

| 201 | ENTITLEMENT        | SUBDIVSION                                  |
|-----|--------------------|---|
| 1   | COMMUNITY PROPERTY |   |
| 2   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                 |
| 3   | 1374               | S.P.62660                                   |
| 4   | NOW LOTS 71-72     | SEE ADDITIONAL SHEETS 152-155               |
| 5   | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                 |
| 6   | NOW LOTS 26 & 27   | SEE ASOITIONAL SHEETS 39-44                 |
| 7   | NOW LOTS 23-25     | SEE ADDITIONAL SHEETS 35-38 HISTORICAL FILE |
| 8   | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134               |
| 9   | 234                | S.P.62406                                   |
| 10  | 348                | S.P.63466                                   |
| 11  | 194                |   |
| 12  | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92                 |
| 13  | 248                |   |
| 14  | NOW LOTS 46-53     | SEE ADDITIONAL SHEETS 130-132               |
| 15  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134               |
| 16  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134               |
| 17  | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134               |
| 18  |                    | NOW ROAD COMPRISED IN 18/1011428            |

Surveyor's Reference:C165-DP6

PLAN FORM 6A (Annexure Sheet)

DP270215 SHT1

VVACUUM G. Creasing or folding will lead to rejection

| DEPOSITED PLAN ADMINIST                         | Sheet 2 of 3 sheet | l(s)     |   |
|---|--------------------|----------|---|
| EDULE OF UNIT ENTITLEMENT<br>THE ACQUISITION OF | DP270              | 215      | * |
|   | ( 5                | occ. U)  |   |
|   | Registered:        | 8.3.2013 | * |

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

Subdivision Certificate No:

Date of Endorsement:

| 19 | NOW LOTS 28-32 | SEE ADDITIONAL SHEETS 45-63  |
|----|----------------|--|
| 80 | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134  |
| 21 | NOW LOTS 28-32 | SEE ADDITIONAL SHEETS 45-63  |
| 22 |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037               |
| 23 | 19             |  |
| 24 | 301            | S.P.62661  |
| 25 | 48             | S.P.63595  |
| 26 | 622            | S.P.65564  |
| 27 | 74             |  |
| 28 | 556            | S.P. 68839   |
| 29 |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1042979 (SEE 9096647) |
| 30 | NOW LOTS 33-35 | SEE ADDITIONAL SHEETS 64-92  |
| 31 | NOW LOTS 39-44 | SEE ADDITIONAL SHEETS 121-129  |
| 32 | NOW LOTS 71-73 | SEE ADDITONAL SHEEETS 152-155  |
| 33 | 965            | S.P.89581  |
| 34 |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1061957 (AA151290)    |
| 35 | NOW LOTS 36-38 | SEE ADDITONAL SHEEETS 93-120   |
| 36 |                | SEVERED FROM SCHEME BY INSTRUMENT OF SEVERANCE (AG 884754)               |
| 37 | ••             | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND       |
| l  |                | ASSESMENT ACT 1979 NOW LOT 37 IN DP 1071670 (AD718314)                   |
| 38 | NOW LOTS 39-45 | SEE ADDITIONAL SHERTS 121-129  |
| 39 | 89             |  |
| 40 | 100            | S.P.75963  |
| 41 | 5              | S.P.75963 HISTORICAL FILE  |
| 42 | NOW LOTS 67-70 | SEE ADDITIONAL SHEETS 148-151  |
| 43 | NOW LOTS 71-73 | SEE ADDITIONAL SHEETS 152-155  |
| 44 | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134  |
| 45 | _              | CONVERTED TO COMMUNITY PROPERTY  |
| 46 | 15             |  |
| 47 | 13             |  |
| 48 | 13             |  |
| 49 | 13             |  |
| 50 | 13             |  |
| 51 | 13             |  |
| 52 | 14             |  |
| 53 |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1129185 (AE77307)    |
| 54 | 757            | S.P.73528  |
| 55 |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.107236 (AB41976)      |
| 56 | NOW LOTS 57-62 | SEE ADDITIONAL SHEET 135   |
| 57 | NOW LOTS 63-66 | SEE ADDITIONAL SHEETS 137-147  |
| 58 | NOW LOT 87     | SEE ADDITIONAL SHEET 177   |
| 59 | NOW LOTS 90-92 | SEE ADDITIONAL SHEETS 185-189  |
| 60 | LOT 88         | SEE ADDITIONAL SHEET 177   |

PLAN FORM 6A (Annexure Sheet)

DP270215 SHT1

TVANTULES. Creasing or folding will lead to rejection

## **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 3 of 3 sheet(s)

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

DP270215

(DOC.U)

Registered:



8.3.2013

Subdivision Certificate No: -

Date of Endorsement: -

| 61    | NOW LOTS 90-92   | ADDITIONAL SHEETS 185-189  |
|-------|------------------|--|
| 62    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 62 IN DP 1111517            |
| 63    | 251              | S.P.76418  |
| 64    | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167  |
| 65    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 65 IN DP 1111520            |
| 66    | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167  |
| 67    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 67 IN DP 1143445 (AE966406) |
| 68    | -                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 68 IN DP 1137769 (AE583713) |
| 69    | -                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 69 IN DP 1177541            |
| 70    | -                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 70 IN DP 1116251(AE651712)  |
| 71    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125692   |
| 72    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156   |
| 73    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156   |
| 74    | _                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1182850 (AH515582  |
| 75    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.11130807 (AE 1805)  |
| 76    | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159  |
| 77    | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159  |
| 78    | 581              | SP 80937   |
| 79    | -                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125893   |
| 80    | 0                | PROPOSED ROAD  |
| 81    | 941              | SP 82306   |
| 82    | NOW LOTS 83-85   | SEE ADDITIONAL SHEETS 168 & 176  |
| 83    | 1150             | SP 84689   |
| 84    | NOW LOT 86       | SEE ADDITIONAL SHEETS 177-184  |
| 85    | 0                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 85 IN DP 1176538            |
| 86    | 934              | SP 86806   |
| 87    | 0                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DR 1179945(AH291216)  |
| 88    | NOW LOT 89       | SEE ADDITIONAL SHEETS 185-189  |
| 89    | 0                | PROPOSED ROAD  |
| 90    | O                | PROPOSED PUBLIC OPEN SPACE   |
| 91    | 215              | SP 86684   |
| 92    | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 93    | 0                | PROPOSED PUBLIC OPEN SPACE   |
| TOTAL | 10000            |  |

HISTORICAL FILE SEE ADMINISTRATION SHEET (DOC.V)

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

### **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 3 sheet(s)

Use Only

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



DP270215 S (DOC.V)

Registered:



27.03.2013

Subdivision Certificate No.:

Date of Endorsement:

Name of Development (Optional)

Address for Service of Notices

JACKSONS LANDING

#### WARNING STATEMENT (Approved Form 7)

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

Any changes will be recorded in a replacement schedule.

#### **UPDATE NOTE (Approved Form 8)**

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

- \* Strike out whichever is inapplicable
- ^ insert date

#### VALUER'S CERTIFICATE (Approved Form 9)

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

L.....

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

Signature...... Date

\* Strike out whichever is inapplicable \tag^ \text{Insert date of valuation}

#### SCHEDULE OF UNIT ENTITLEMENT

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

| <b>101</b> | ENTITLEMENT        | SUBDIVSION                                  |
|------------|--------------------|---|
| 1          | COMMUNITY PROPERTY |   |
| 2          | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                 |
| 3          | 1374               | S.P.62660                                   |
| 4          | NOW LOTS 71-73     | SEE ADDITIONAL SHEETS 152-155               |
| 5          | NOW LOTS 28-32     | SEE ADDITIONAL SHEETS 45-63                 |
| 6          | NOW LOTS 26 & 27   | SEE ASDITIONAL SHEETS 39-44                 |
| 7          | NOW LOTS 23-25     | SEE ADDITIONAL SHEETS 35-38 HISTORICAL FILE |
| 8          | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134               |
| 9          | 234                | S.P.62406                                   |
| 10         | 348                | S.P.63466                                   |
| 11         | 194                |   |
| 12         | NOW LOTS 33-35     | SEE ADDITIONAL SHEETS 64-92                 |
| 13         | 248                |   |
| 14         | NOW LOTS 46-53     | SEE ADDITIONAL SHEETS 130-132               |
| 15         | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134               |
| 16         | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134               |
| 17         | NOW LOTS 54-56     | SEE ADDITIONAL SHEETS 133-134               |
| 18         |                    | NOW ROAD COMPRISED IN 18/1011428            |

Surveyor's Reference: C165-DP12

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

DP270215

(DOC.V)

Sheet 2 of 3 sheet(s)

Registered:



27.03.2013

Subdivision Certificate No:

Date of Endorsement:

| 19          | NOW LOTS 28-32 | SEE ADDITIONAL SHEETS 45-63   |
|-------------|----------------|---|
| <b>\2</b> 0 | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134   |
| 21          | NOW LOTS 28-32 | SEE ADDITIONAL SHEETS 45-63   |
| 22          | -              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1079037                |
| 23          | 19             |   |
| 24          | 301            | S.P.62661   |
| 25          | 48             | S.P.63595   |
| 26          | 622            | S.P.65564   |
| 27          | 74             |   |
| 28          | 556            | S.P. 68839  |
| 29          | -              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1042979 (SEE 9096647) |
| 30          | NOW LOTS 33-35 | SEE ADDITIONAL SHEETS 64-92   |
| 31          | NOW LOTS 39-44 | SEE ADDITIONAL SHEETS 121-129   |
| 32          | NOW LOTS 71-73 | SEE ADDITONAL SHEEETS 152-155   |
| 33          | 965            | S.P.89581   |
| 34          | _              | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1061957 (AA151290)    |
| 35          | NOW LOTS 36-38 | SEE ADDITIONAL SHEEETS 93-120   |
| 36          | _              | SEVERED FROM SCHEME BY INSTRUMENT OF SEVERANCE (AG 884754)                |
| 37          | ***            | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND        |
|             |                | ASSESSMENT ACT 1979 NOW LOT 37 IN DP 1071670 (AD718314)                   |
| 38          | NOW LOTS 39-45 | SEE ADDITIONAL SHEETS 121-129   |
| 39          | 89             | , \   |
| 40          | 100            | S.P.75963   |
| 41          | 5              | S.P.75963   |
| 42          | NOW LOTS 67-70 | SEE ADDITIONAL SHEETS 148-15  |
| 43          | NOW LOTS 71-73 | SEE ADDITIONAL SHEETS 152-155   |
| 44          | NOW LOTS 54-56 | SEE ADDITIONAL SHEETS 133-134   |
| 45          |                | CONVERTED TO COMMUNITY PROPERTY   |
| 46          | 15             |   |
| 47          | 13             |   |
| 48          | 13             |   |
| 49          | 13             |   |
| 50          | 13             |   |
| 51          | 13             |   |
| 52          | 14             |   |
| 53          |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. N 29185 (AE77307)     |
| 54          | 757            | S.P.73528   |
| 55          |                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.107236 (AB41976)       |
| 56          | NOW LOTS 57-62 | SEE ADDITIONAL SHEET 135  |
| 57          | NOW LOTS 63-66 | SEE ADDITIONAL SHEETS 137-147   |
| 58          | NOW LOT 87     | SEE ADDITIONAL SHEET 177  |
| 59          | NOW LOTS 90-92 | SEE ADDITIONAL SHEETS 185-189   |
| 60          | LOT 88         | SEE ADDITIONAL SHEET 177  |

## **HISTORICAL FILE**

Sheet 3 of 3 sheet(s)

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

DP270215

(DOC·V)

Registered:



27.03.2013

Subdivision Certificate No:

Date of Endorsement:

| 61    | NOW LOTS 90-92   | ADDITIONAL SHEETS 185-189  |
|-------|------------------|--|
| 62    | -                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 62 IN DP 1111517            |
| 63    | 251              | S.P.76418  |
| 64    | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167  |
| 65    | _                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 65 IN DP 1111520            |
| 66    | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167  |
| 67    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 67 IN DP 1143445 (AE966406) |
| 68    | -                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 68 IN DP 1137769 (AE583713) |
| 69    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 69 IN DP 1177541            |
| 70    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 70 IN DP 1116251(AE651712)  |
| 71    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1145908 (AF125692)   |
| 72    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156   |
| 73    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156   |
| 74    |                  | ACQUIRED BYSYDNEY HARBOUR FORESHORE AUTHORITY DP 1182850   |
| 75    | 4.0              | ACQUIRED BY STONEY HARBOUR FORESHORE AUTHORITY D.P.11130807 (AE 180573)  |
| 76    | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159  |
| 77    | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159  |
| 78    | 581              | SP 80937   |
| 79    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P. 1145908 (AF125693)   |
| 80    |                  | NOW ROAD   |
| 81    | 941              | SP 82306   |
| 82    | NOW LOTS 83-85   | SEE ADDITIONAL SHEETS 168 & 176  |
| 83    | 1150             | SP 84689   |
| 84    | NOW LOT 86       | SEE ADDITIONAL SHEETS 177-184  |
| 85    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 85 IN DP 1176538            |
| 86    | 934              | SP 86806   |
| 87    | 0                | PROPOSED ROAD  |
| 88    | NOW LOT 89       | SEE ADDITIONAL SHEETS 185-189  |
| 89    | 0                | PROPOSED ROAD  |
| 90    | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 91    | 215              | SP 86684   |
| 92    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 92 IN DP 1182887 (AH523297) |
| 93    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 93 IN DP 1182885            |
| TOTAL | 10000            |  |

## **HISTORICAL FILE SEE ADMINISTRATION SHEET (DOC. W)**

#### PLAN FORM 6D (Community annexure) WARNING: Creasing or folding will lead to rejection **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 3 sheet(s) be Use Only REPLACEMENT SCHEDULE OF UNIT ENTITLEMENT ASSOCIATED WITH THE ACQUISITION OF DP270215 LOT 93 DP 270215 Office Use Only Registered: Subdivision Certificate No.: Date of Endorsement: Name of Development (Optional) Address for Service of Notices JACKSONS LANDING WARNING STATEMENT (Approved Form 7) VALUER'S CERTIFICATE (Approved Form 9) This document shows an initial schedule of unit entitlements for I the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on being a Valuer registered under the Valuers Registration Act completion of the scheme, in accordance with the provisions of 1975, certify that: section 30 Community Land Development Act 1989. \*(a) The unit entitlements shown in the sphedule herewith are based upon valuations made by me on Any changes will be recorded in a replacement schedule. ^......\*(b) The unit entitlements shown in the schedule herewith, for the **UPDATE NOTE (Approved Form 8)** new lots created by the subdivision, are based upon their This document contains an \*updated/\*revised Schedule of Unit market value on being the date of Entitlements and replaces the existing schedule registered on

## \* Strike out whichever is inapplicable

A 27.3.2013

^ Insert date

# \* Strike out whichever is inapplicable \* Insert date of valuation SCHEDULE OF UNIT ENTITLEMENT

the valuer's pertificate lodged with the original initial schedule

Signature...... Date ......

or the revised schedule.

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

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

Surveyor's Reference:C165-DP11

Sheet 2 of 3 sheet(s)

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

DP270215

(DOC.W)

Registered:



28.3.2013

Subdivision Certificate No:

Date of Endorsement:

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

Sheet 3 of 3 sheet(s)

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

DP270215

(DOC. W)

Registered:



28.3.2013

Subdivision Certificate No:

Date of Endorsement:

| 61    | NOW LOTS 90-92   | ADDITIONAL SHEETS 185-189  |
|-------|------------------|--|
| 62    | <del>-</del>     | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 62 IN DP 1111517            |
| 63    | 251              | S.P.76418  |
| 64    | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167  |
| 65    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 65 IN DP 1111520            |
| 66    | NOW LOTS 81 & 82 | SEE ADDITIONAL SHEETS 160-167  |
| 67    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 67 IN DP 1143445 (AE966406) |
| 68    |                  | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 68 IN DP 1137769 (AE583713) |
| 69    | _                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 69 IN DP                    |
| 70    | <u></u>          | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 70 IN DP 1116251(AE651712)  |
| 71    | _                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125692)  |
| 72    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156   |
| 73    | NOW LOTS 74-77   | SEE ADDITIONAL SHEET 156   |
| 74    | -                | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP1182850 (AH515582)  |
| 75    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.11130807 (AE 180573)  |
| 76    | NOW LOT 80       | SEE ADDITIONAL SHEETS 158 & 159  |
| 77    | NOW LOTS 78 & 79 | SEE ADDITIONAL SHEETS 158 & 159  |
| 78    | 581              | SP 80937   |
| 79    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY D.P.1145908 (AF125693)  |
| 80    | 0                | NOW ROAD   |
| 81    | 941              | SP 82306   |
| 82    | NOW LOTS 83-85   | SEE ADDITIONAL SHEETS 168 & 176  |
| 83    | 1150             | SP 84689   |
| 84    | NOW LOT 86       | SEE ADDITIONAL SHEETS 177-184  |
| 85    | 0                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 85 IN DP 1176538            |
| 86    | 934              | SP 86806   |
| 87    |                  | ACQUIRED BY SYDNEY HARBOUR FORESHORE AUTHORITY DP 1179945(AH291216)  |
| 88    | NOW LOT 89       | SEE ADDITIONAL SHEETS 185-189  |
| 89    | _0               | PROPOSED ROAD  |
| 90    | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 91    | 215              | SP 86684   |
| 92    | 0                | PROPOSED PUBLIC OPEN SPACE   |
| 93    | 0                | ACQUIRED BY MINISTER ADMINISTRATING THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 NOW LOT 93 IN DP 1182885 (AH523293) |
| TOTAL | 10000            |  |

1979 (DP1182887) (AH523297)

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

(Sheet 1 of 8 Sheets)

DP1008189

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

Full name and address of the owner of the land:

Jacksons Landing Development Pty Limited

Level 11, Tower Building, Australia

Square, Sydney NSW 2000

#### PART 1

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

Right of Access 4, 4.8 and variable width

#### SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened

Lots benefited, relevant roads, bodies

or prescribed authorities

19

20

20

19

 Identity of easement, profit a prendre, restriction or positive covenant to be created and secondly referred to in the plan **Restriction on User** 

#### SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened

Lots benefited, relevant roads, bodies

or prescribed authorities

19

20

-General Manager/Authorized Person

**Sydney Council** 

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

DP 1008189

(Sheet 2 of 8 Sheets)

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

Easement for seating and overhanging awning 3.44 wide

## SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened

Lots benefited, relevant roads, bodies or prescribed authorities

19

20

4. Identity of easement, profit a prendre, restriction or positive covenant to be created and

Easement for support 0.8 wide

#### SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened

fourthly referred to in the plan

Lots benefited, relevant roads, bodies

or prescribed authorities

19

20

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

Easement for light and air 1.0 wide

#### SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened Lots benefited, relevant roads, bodies

or prescribed authorities

20 19

General Manager/Authorised/Person

Sydney Council

DP1008189

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

(Sheet 3 of 8 Sheets)

DP 1008189

#### PART 2

- 1. Terms of easement, profit a prendre, restriction, or positive covenant firstly referred to in the plan.
- 1.1 The owner of the lot benefited and any person authorised by that owner may:
  - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement, to get to or from the lot benefited, and
  - (b) do anything reasonably necessary for that purpose, including:
    - (1) entering the lot burdened, and
    - (2) taking anything on to the lot burdened, and
    - (3) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
- 1.2 In exercising those powers, the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
- 2. <u>Terms of easement, profit a prendre, restriction, or positive covenant secondly referred to in the plan.</u>
- 2.1 The owner of the lot burdened must not transfer, sell, lease, sublease, licence or grant any other right of occupation in respect of the whole or any part of the lot burdened to a party other than Daryl Jackson Robin Dyke Pty Limited for a period of 5 years from 9 July 1998 without the prior written consent of Jacksons Landing Development Pty Limited ("JLD").

General Manager/Authorised Person

**Sydney Council** 

DP1008189

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

DP 1008189

(Sheet 4 of 8 Sheets)

2.2 JLD will not withhold its consent if the owner of the lot burdened proves to JLD's satisfaction that any proposed transferee, purchaser, tenant, subtenant, licensee or occupier is respectable and responsible and that the proposed use is compatible with the proposed uses by JLD of the development to be constructed on the lot benefited.

Name of person empowered to release, vary or modify restriction, or positive covenant secondly referred to in the plan.

JLD.

- 3. <u>Terms of easement, profit a prendre, restriction, or positive covenant thirdly referred to in the plan.</u>
- 3.1 The owner of the lot benefited and any person authorised by that owner may use the area within the easement site, but only for
  - (a) outdoor seating for a restaurant or café or like use (namely the retailing of food or beverages) where such use involves outdoor seating;
  - (b) affixing an awning structure ("Awning") and insist that the Awning remain.
  - (c) affixing a weather protection structure over the site ("Structure") and insist that the Structure remain or
  - (d) any or all of the above.
- 3.2 The owner of the lot benefited:
  - (a) is responsible for maintaining and keeping in a state satisfactory to the Ministerial Corporation, or its successor in title, the site in good and serviceable repair including any maintenance and repair of a structural nature;
  - (b) must indemnify the owner of the lot burdened from and against claims, demand and liabilities of any kind which may arise in respect of damage to any property death or injury to any person arising out of the exercise of the rights conferred by this easement.
  - (c) must maintain public liability and such other insurances as may reasonably be required by the Ministerial Corporation, or its successor in title.

General Manager/Authorised Person

Sydney Council

DP1008189

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

DP 1008189

(Sheet 5 of 8 Sheets)

- 3.3 The owner of the lot benefited by itself or by its contractors or agents may do anything reasonably necessary to carry out the obligations of the owner of the lot benefited imposed by this easement, including:
  - entering the lot burdened; and
  - taking anything onto the lot burdened; and
  - carrying out work including repairs, maintenance, refurbishment, enhancement, removal or replacement of the Awning or Structure.
- 3.4 Any member of the public may enter the easement site at any time consistent with the rights of the owner of the lot benefited under the terms of this easement and consistent with the terms of any relevant development consent.
- 3.5 The rights conferred by clause 3.1 (a) under this easement extinguish at the first occur of the expiration of 99 years from the date of registration of the easement or the cessation of the use specified in 3.1(a) or alteration from a use specified in 3.1(a).
- 3.6 The owner of the lot burdened may insist that the rights conferred by clause 3.1(b) and (c) under this easement be extinguished if:
  - (a) the Awning or Structure is removed and no replacement structure is installed; and
  - (b) the need for the Awning no longer exists.
- 3.7 If the easement has not been extinguished under clause 1.6, the rights conferred by clause 3.1(b) and (c) extinguish 99 years from the date of registration of the easement.

3.8

- (a) The exercise of the rights granted under this easement are subject to development consent under the Environmental Planning and Assessment Act 1979 being previously obtained from the relevant consent authority for the use or uses referred to in clause 3.1(a) to (c) above
- (b) the uses described in clauses 3.1(a) to (c) above require the lodgment of further development applications.
- (c) Use of the area the subject of this easement is to be in accordance with the terms of such development consents.

General Manager/Authorised Person

**Sydney Council** 

DP1008189

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

DP 1008189

(Sheet 6 of 8 Sheets)

3.9 The owner of the lot benefited on expiration of the easement undertakes to make good the easement site to the satisfaction of the Ministerial Corporation, or its successor in title.

Name of person whose consent is required to released, vary, or modify restriction or positive covenant.

Ministerial Corporation established pursuant to section 8 of the Environmental Planning and Assessment Act.

- 4. Terms of easement, profit a prendre, restriction, or positive covenant fourthly referred to in the plan.
- 4.1 The owner of the lot benefited:
  - (a) may insist that the parts of the structure (the encroaching structure) on the lot benefited which, when this easement was created, encroached on the lot burdened remain, but only to the extent they are within the site of this easement; and
  - (b) must keep the encroaching structure in safe condition; and
  - (c) may do anything reasonably necessary for those purposes, including:
    - entering the lot burdened;
    - taking anything on to the lot burdened; and
    - carrying out work.
- 4.2 In exercising those powers, the owner of the lot benefited must:
  - (a) ensure all work is done properly;
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
  - (c) restore the lot burdened as nearly as is practicable to its former condition; and
  - (d) make good any collateral damage.
- 4.3 The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.

General Manager/Authorised Person

**Sydney Council** 

DP1008189

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

DP 1008189

(Sheet 7 of 8 Sheets)

- 4.4 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.
- 5. Terms of easement, profit a prendre, restriction, or positive covenant fifthly referred to in the plan.
- 5.1 Full and free right to the uninterrupted flow, access, transmission and enjoyment of light and air across the lot burdened through the site of this easement to the windows situated on the western side of any building now or hereafter erected on the lot benefited.

The common soal of

Jacksons Landing Development Pty

Limited was affixed in the presence of:

Exercited by Jeal Bour Landing Development

Pty Limited by its Attorney's nuclei a

Ptweer of Attorney duted 12-8-99 tegested

Book 4253 No 741 who declare

that they have not recoved any

notice of the revocation of their

Power of Attorney

The common scal of Limosa Pty Limited )
was affixed in the presence of by its
Afformags under a Power of Afformag )
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Book 4254 No 248 who declared
that they have not received any notice of )
Secretary the revocation of that
Power of Afformacy

L PONALD CUTLER

v al

Director

PON

ROBERT S KARNIL

In the presence of

Director

General Manager/Authorised Person

Sydney Council

DP1008189

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT, 1919

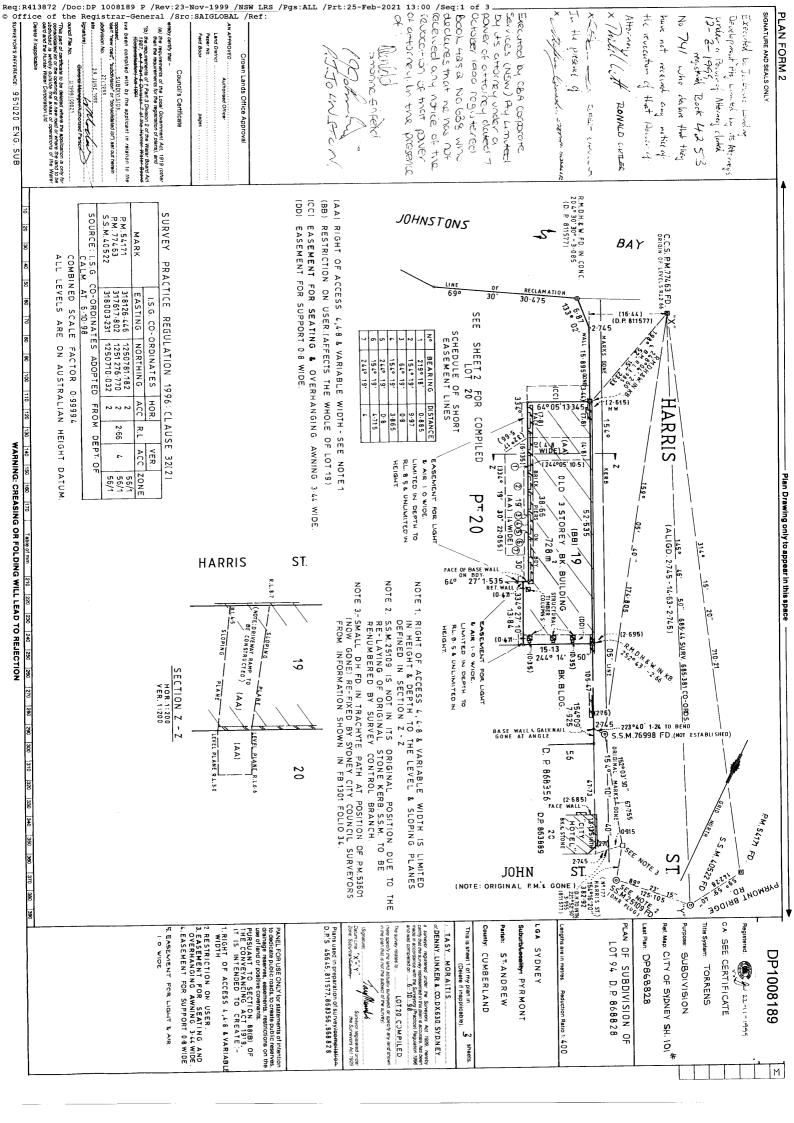
(Sheet 8 of 8 Sheets)

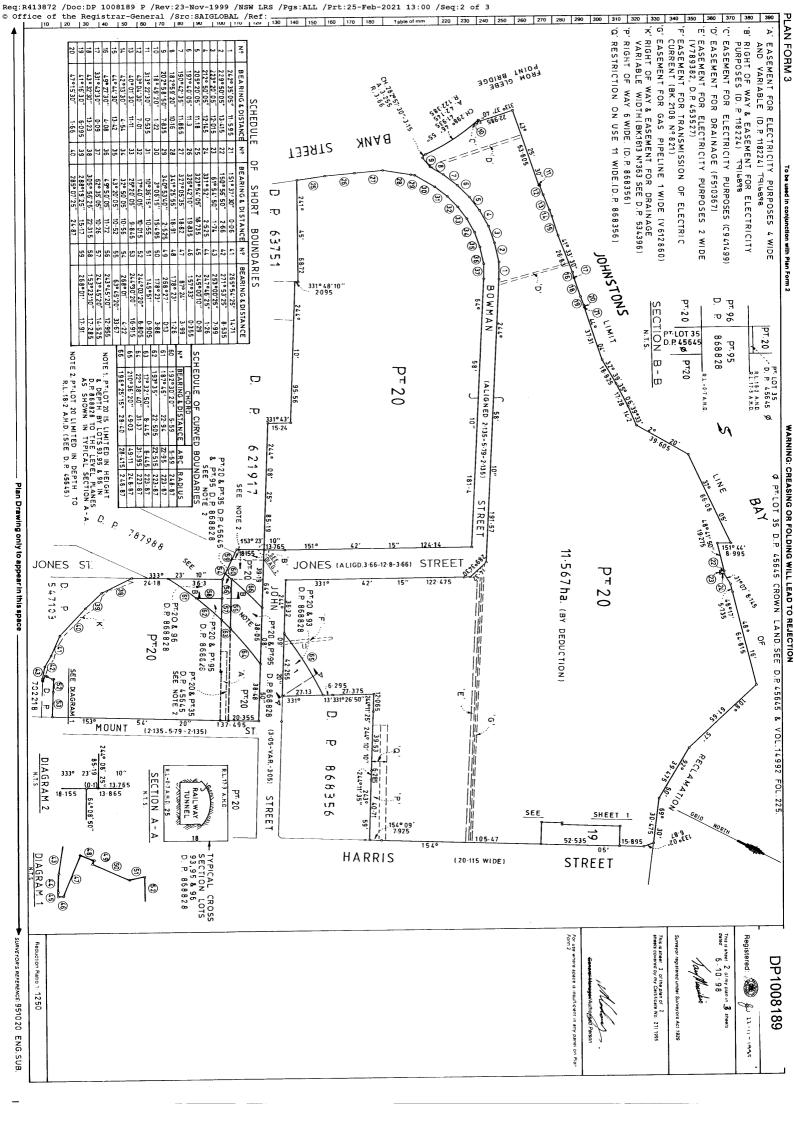
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|---|----------------------------|
| DP1008189   |                            |
| Exercise Dy The common seal of CBA Corporate  Services (NSW) Pty Limited  was affixed in the presence of: by U.S.  chtorry under a Rower of   | Phil Johnston              |
| Attorney dated The Angust 1999<br>Attorney dated The Angust 1999<br>Datack lang regulared book 405<br>No 628 who decides that he has<br>received any notice of the rev<br>wenthat Dunalick attorney in<br>Secretary Presence of | CCC+107 MAND FINE CO       |
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| Attorneys under a Power of Attorney )   | In the Presence of         |
| Book 4253 No 740 who checlared that they have not received  | XIB Carrier Carrier        |
| of the Power of Attorney  | * Plat Gott RONALD CHITLES |
| The common seal of Wirabay Limited  was affixed in the presence of: by its  All and a Danier of Afformer  | X POWERT & KATAWIA         |
| Attorneys under a Power of Attorney)  clated 25-10-99 registered  Book 4253 No 735 who  | In the presence of         |
| declared that they have not received?  Secretary any notice of the revocation, of the Power of Attorney   | <del>Director.</del>       |
| of the hower of many  |                            |

General Manager/Authorised Person

Sydney Council







| Executed by Wirabey Limited by the Attorneys under a Power of Attorney dated 25-10-49; registed Book (12-5). No. 73-6. who declare that they have not received any notice of the revocation of that Power of Attorney  Attorney  Attorney  In the presence of  In the presence of  Witness   |   |
|--|---|
| Executed by Report Statement of the Limited by its Attomeys under a Power of Attomey dated 21-10-cq who declare that they have not received any notice of the revocation of that Power of Attomey  Attomey  Attomey  In the presence of  In the presence of Rumber Statement Stateme | Executed by Limosa Pty Limited 2-11-1555 by its Attorneys under a Power of Attorney dated registed Book 4254 No. 243 who declare that they have not received any notice of the revocation of that Power of Attorney  Attorney  Attorney  In the presence of In the presence of writness  The Limited  The Attorney  Attorney  Attorney  Attorney  Attorney  Attorney  Attorney  Attorney  The Limited |
|  |   |

(Sheet 1 of 66 Sheets)

## DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)

Tower Building, Australia Square, Sydney

#### PART 1

1 Identity of easement to be created and firstly referred to in the Plan:

Easement for Access, Electricity Purposes and Services 14 Wide and Variable (A3)

#### Schedule of Lots etc. affected

Lot Burdened Authority Benefited

34 Sydney Water Corporation

2 Identity of easement to be created and secondly referred to in the Plan:

Easement for Access, Electricity Purposes and Services 5, 4.7 and 3 Wide (B3)

#### Schedule of Lots etc. affected

Lot Burdened Authority Benefited

34 Sydney Water Corporation

Identity of easement to be created and thirdly referred to in the Plan:

Easement for Access 5, 4.7 and 3 Wide (C3)

#### Schedule of Lots etc. affected

Lot Burdened Lot Benefited

34

4 Identity of easement to be created and fourthly referred to in the Plan:

Easement for Sewerage Purposes 3 Wide and Variable (D3)

Schedule of Lots etc. affected

Lot Burdened Authority Benefited

Sydney Water Corporation

Land in Certificate of Title Volume
5018 Folio 1

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(Sheet 2 of 66 Sheets)

| DP  | 1011425   | Plan of Subdivision of Lot 28 in DP1010428<br>and Easements within Lot 30 in DP1010428<br>and land in Volume 5018 Folio 1 |  |
|---|---|---|--|
| Full name and address of owner of the land: |   | Jacksons Landing Development Pty Limited (ACN 073 932 206) Tower Building, Australia Square, Sydney                       |  |
| 5   | Identity of easement to be created and fifthly referred to in the Plan:   | Easement for Sewer Ventshaft 8.505 Wide and Variable (E3)   |  |
|   |   | ots etc. affected   |  |
| Lot Burdened                                |   | Authority Benefited   |  |
|   | 34  | Sydney Water Corporation  |  |
| 6   | Identity of easement to be created and sixthly referred to in the Plan:   | Easement for Drainage of Water 2.085, 2.33, 3, 3.63, 4 and 6 Wide (F3)  |  |
|   |   | ots etc. affected   |  |
|   | Lot Burdened  | Authority Benefited   |  |
|   | 34  | Sydney Water Corporation  |  |
| 7   | Identity of easement to be created and seventhly referred to in the Plan: | Easement for Access 4 Wide, 4.46 Wide and Variable (G3)   |  |
|   | Schedule of I   | Lots etc. affected  |  |
|   | Lot Burdened  | Lot Benefited   |  |
|   | 34  | 32  |  |
| 8   | Identity of easement to be created and eighthly referred to in the Plan:  | Easement for Shelter 4.97 Wide (H3)   |  |
|   |   | Lots etc. affected  |  |
|   | Lot Burdened  | Lot Benefited   |  |
|   | 34  | 33  |  |

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(Sheet 3 of 66 Sheets)

DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428

and land in Volume 5018 Folio 1

Full name and address of owner of the

land:

Jacksons Landing Development Pty Limited

(ACN 073 932 206)

Tower Building, Australia Square, Sydney

Identity of easement to be created and ninthly referred to in the Plan: Easement for Water Supply Works 2.5 Wide

(I3)

Schedule of Lots etc. affected

Lot Burdened

**Authority Benefited** 

Lot 30 in DP1010428

34

Sydney Water Corporation

Identity of easement to be created 10 and tenthly referred to in the Plan:

Easement for Water Supply Works 3.0 Wide

(J3)

Schedule of Lots etc. affected

Lot Burdened

**Authority Benefited** 

Lot 34

Sydney Water Corporation

Identity of positive covenant to be created and eleventhly referred to in the Plan:

Positive Covenant (1)

Schedule of Lots etc. affected

Lot Burdened

**Authority Benefited** 

Those parts of Lot 34 designated (L3)

in the Plan

Sydney Water Corporation

Identity of positive covenant to be 12 created and twelfthly referred to in the Plan:

Positive Covenant (2)

Schedule of Lots etc. affected

Lot Burdened

**Authority Benefited** 

That part of Lot 34 designated (M3) in

Sydney Water Corporation

the Plan

(Sheet 4 of 66 Sheets)

DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428

and land in Volume 5018 Folio 1

Full name and address of owner of the

land:

Jacksons Landing Development Pty Limited

(ACN 073 932 206)

Tower Building, Australia Square, Sydney

Identity of positive covenant to be 13 created and thirteenthly referred to in the Plan:

Positive Covenant (3)

Schedule of Lots etc. affected

Lot Burdened

**Authority Benefited** 

That part of Lot 34 designated (N3) in

the Plan

Sydney Water Corporation

Identity of positive covenant to be 14 created and fourteenthly referred to in the Plan:

Positive Covenant (4)

Schedule of Lots etc. affected

Lot Burdened

**Authority Benefited** 

That part of Lot 34 designated (O3) in

the Plan

Sydney Water Corporation

15 Identity of positive covenant to be created and fifteenthly referred to in the Plan:

Positive Covenant (5)

Schedule of Lots etc. affected

Lot Burdened

**Authority Benefited** 

That part of Lot 34 designated (P3) on the Plan

Sydney Water Corporation

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(Sheet 5 of 66 Sheets)

DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428

and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited

(ACN 073 932 206)

Tower Building, Australia Square, Sydney

Identity of positive covenant to be created and sixteenthly referred to in the Plan:

Positive Covenant (6)

#### Schedule of Lots etc. affected

Lot Burdened

**Authority Benefited** 

That part of Lot 34 designated (Q3) on the Plan

That part of the land in Certificate of Title Volume 5018 Folio 1 designated

(Q3) on the Plan

Sydney Water Corporation

Identity of positive covenant to be 17 created and seventeenthly referred to in the Plan:

Positive Covenant (7)

#### Schedule of Lots etc. affected

Lot Burdened

**Authority Benefited** 

That part of Lot 34 designated (R3) on the Plan

Sydney Water Corporation

18 Identity of positive covenant to be created and eighteenthly referred to in the Plan:

Positive Covenant (8)

Schedule of Lots etc. affected

Lot Burdened

**Authority Benefited** 

Those parts of Lot 34 designated (S3)

Sydney Water Corporation

on the Plan

(Sheet 6 of 66 Sheets)

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428

and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited

(ACN 073 932 206)

Tower Building, Australia Square, Sydney

19 Identity of easement to be created and nineteenthly referred to in the Plan:

Easement for Support 4.97 Wide (K3)

Schedule of Lots etc. affected

Lot Burdened

Lot Benefited

33

34

20 Identity of positive covenant to be created and twentiethly referred to in the Plan:

Positive Covenant (9)

Schedule of Lots etc. affected

**Lot Burdened** 

**Authority Benefited** 

That part of Lot 34 designated (T3) on the Plan

Sydney Water Corporation

21 Identity of positive covenant to be created twenty-firstly referred to in the Plan:

Positive Covenant (10)

Schedule of Lots etc. affected

Lot Burdened

**Authority Benefited** 

That part of Lot 34 designated (U3) on

Sydney Water Corporation

the Plan

Identity of easement to be created and twenty-secondly referred to in the Plan:

Easement for Telecommunication Purposes

1.2 Wide (U2)

Schedule of Lots etc. affected

Lot Burdened

Lot Benefited

34

Telstra Corporation Limited

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Req:R413877 /Doc:DP 1011425 B /Rev:23-May-2000 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:01 /Seq:7 of 66 © Office of the Registrar-General /Src:SAIGLOBAL /Ref:

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED, RESTRICTIONS ON USE INTENDED TO BE CREATED AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTIONS 88B AND 88BA OF THE CONVEYANCING ACT 1919

(Sheet 7 of 66 Sheets)

# DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)

Tower Building, Australia Square, Sydney

23 Identity of easement to be created and twenty-thirdly referred to in the Plan:

Easement for Support 4.97 and 5.27 Wide

Schedule of Lots etc. affected

Lot Burdened

Lot Benefited

34

33

24 Identity of positive covenant to be created and twenty-fourthly referred to in the Plan:

Positive Covenant (11)

Schedule of Lots etc. affected

Lot Burdened

**Authority Benefited** 

That part of Lot 34 designated (V3) on the Plan

Sydney Water Corporation

#### PART 2

- Terms Easement for Access, Electricity Purposes and Services 14 Wide and Variable firstly referred to in the Plan
- An "Easement to Drain Water" as described in Part 3 of Schedule 4A of the Conveyancing 1.1 Act, 1919 and an easement or right to use, for the construction and maintenance of water supply works, the surface and the subsoil or the undersurface of the Land, and the surface of any Structure on the Land together with full and free right and liberty for the Authority from time to time and at all times its officers, servants, workers and agents to construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use in and through the Land and upon or at such depths or levels below the surface of the Land as the Authority shall think fit, such pipelines, mains, ventilating ducts, distributary, reticulating and other works with fittings and appurtenances to them ("Water Works") as in its opinion may be required and to use the Water Works for water supply purposes and Drainage System One to drain water (including from the surface of, or any structure on, Lot 32 in the Plan) and to exhume and take up any Water Works and substitute any new Water Works and with the right of support vertically and horizontally at all times of all such Water Works as shall for the time being be in or upon the Land, by the soil of, and each Structure on, the Land which is capable of affording support; and

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(Sheet 8 of 66 Sheets)

### DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- An 'Easement to Drain Sewage" as described in Part 4 of Schedule 4A of the Conveyancing 1.2 Act, 1919 and an easement or right to use for the construction and maintenance of works for sewerage purposes the surface and the subsoil or undersurface of the Land together with full and free right and liberty for the Authority from time to time and at all times hereafter by its officers, servants, workers and agents to construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use in and through the Land and upon or at such depths or levels below the surface of the Land as the Authority shall think fit such mains, submains and reticulating sewers, pipes, ventilating shafts, the Sewer Ventshaft and other works with fittings and appurtenances thereto ("Sewerage Works") as in its opinion may be required for sewerage purposes and to use the Sewerage Works for the conveyance and passage of sewage and to exhume and take up any Sewerage Works and substitute any new Sewerage Works and with the right of support vertically and horizontally at all times of all Sewerage Works of the Authority as shall for the time being be in or upon the Land, by the soil of, and each Structure on, the Land which is capable of affording support; and
- 1.3 An easement or right to use for the construction and maintenance of works for electricity supply and telecommunication purposes the surface and the subsoil or undersurface of the Land with full and free right and liberty for the Authority from time to time and at all times hereafter by its officers, servants, workers and agents:
  - (a) to erect, construct, lay down, place, inspect, alter, repair, renew, maintain and use over, through, along and in and under exhume, take up and remove overhead and underground electricity transmission lines, wires and cables and telecommunication services and the support or pipes (in any) relating to them (including towers and poles) and any other ancillary works for the transmission of electricity and for purposes incidental to the transmission of electricity and for telecommunication purposes from the Land ("Electrical and Telecommunications Works") and to repair, inspect, alter, renew, maintain, use, exhume, take up and remove any Electrical and Telecommunication Works as are already erected, constructed or placed on, in and under the Land; and
  - (b) to cut or trim or lop trees, branches and other growths or foliage which now or at any time hereafter may overhang, encroach or be in or on the Land and which may or may be likely to interfere with any right, leave, liberty or licence set out within this easement; and
- A "Right of Carriageway" as described in Part 1 of Schedule 4A of the Conveyancing Act, 1919 over the Land and an easement or right to use for access the surface of the Land and the Road (as defined in clause 12.1 of this instrument) together with full, free and uninterrupted

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(Sheet 9 of 66 Sheets)

## DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

right and liberty for the Authority from time to time and at all times hereafter by its officers, servants, workers and agents:

- (a) to enter, go, return, pass and repass upon, along and over the Land at any hour of the day or night with or without horses, vehicles, cranes, plant and equipment and make and sink excavation shafts and cuttings in and through the Land and bring and place thereon and remove therefrom any such materials, implements, tools, articles and things as the Authority shall think fit; and
- (b) generally to exercise and perform in and upon the Land any of the rights, powers and authorities conferred on or vested in the Authority under and by virtue of the Act.
- Subject to clause 1.6, in relation to the easements and rights referred to in clauses 1.1, 1.2, 1.3 and 1.4 the Proprietor of the Lot Burdened covenants with the Authority that:
  - the Proprietor of the Lot Burdened will not erect, construct or place upon the Land or allow to be erected, constructed or placed thereon any building, fence (except boundary fences with removable panels and removable hoardings) or other structure whatever and that the Proprietor of the Lot Burdened will at all times bear all risk of and responsibility in connection with damage to any building, fence or other structure for the time being in existence upon the Land; and
  - (b) the Proprietor of the Lot Burdened will not without the prior consent and approval in writing of the Authority first had and obtained or otherwise than in strict compliance with such conditions as the Authority may impose:
    - (i) make or allow to be made any alteration to the existing surface levels of the Land by any means whatsoever; or
    - (ii) lay down, construct or place upon the Land or allow to be laid down, constructed, placed or remain thereon, any pavement of concrete or having any form of bituminous surface with a base course of ballast metal or rock fill or like material; or
    - (iii) place upon the Land or allow to be placed or remain thereon any timber or any article of plant or any stores filling rubbish or other material whatsoever; or
    - (iv) park or place upon the Land or allow to be parked or remain thereon any vehicle whatsoever other than vehicles parked or placed thereon temporarily so that they may be removed when necessary without undue delay; or

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(Sheet 10 of 66 Sheets)

# DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (v) plant in, on, within or upon the Land or allow to be planted in, on, within or upon the Land any trees, shrubs or plants or carry out any landscaping works;
   or
- (vi) encroach or allow any encroachment into the airspace over the Land; or
- (vii) install or lay or allow to be installed or laid in, over, on or under the Land any Services above or below ground; and
- (c) the Proprietor of the Lot Burdened will permit the Authority to construct and maintain an all-weather access road to the standard reasonably required by the Authority within the Land to provide all weather access to any Infrastructure within the Land and to the site (including Lot 32 in the Plan) upon which are erected or are to be erected any Infrastructure and the Authority's buildings, works, systems or services; and
- (d) the Proprietor of the Lot Burdened will not allow the Land to be put to any use which would prevent or obstruct the Authority, its servants or agents from gaining access to the Land at any time; and
- (e) the Proprietor of the Lot Burdened will not damage or interfere with the Water Works, the Sewerage Works or the Electrical and Telecommunication Works; and
- the Proprietor of the Lot Burdened will not cover, obscure or obstruct any of the Water Works, the Sewerage Works or the Electrical and Telecommunication Works located on or above the surface of the Land; and
- (g) the Authority, its servants or agents will be permitted full, free and uninterrupted right of access to the Land by day or by night; and
- (h) the Proprietor of the Lot Burdened will not interfere with or in any way impede the free flow of water through Drainage System One.
- 1.6 Nothing in clause 1.5 prevents the Proprietor of the Lot Burdened from constructing the Public Road.
- Subject to clause 1.8 the Proprietor of the Lot Burdened acknowledges and agrees that the Authority is not liable for, and the Proprietor of the Lot Burdened releases the Authority from, any liability in respect of, any damage:
  - to property (real or personal) or injury (including death) to persons resulting from any break or damage to or failure or defective state of the Water Works or any leak, overflow or escape of substances from the Water Works;

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(Sheet 11 of 66 Sheets)

# DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)

Tower Building, Australia Square, Sydney

- (b) to any Services installed or laid within the Land.
- except to the extent that the damage or injury is caused by the negligent act or omission of the Authority
- 1.8 The Authority covenants and agrees with the Proprietor of the Lot Burdened that after the exercise of any of the Authority's rights, powers authorities set out in this easement, the Authority will make safe the surface of the Land having regard to the condition of the Land prior to the exercise of those rights, powers and authorities and, if the surface of the Land was covered by a bituminous substance before the exercise of those rights, powers and authorities, so far as is reasonably practicable will resurface that part of the Land affected with bitumen hot mix but has no other obligation to resurface or repair that part of the Land affected.
- The Proprietor of the Lot Burdened acknowledges that the Authority may enter into a contract or other arrangement with a person or two or more persons to carry out its functions under the Act, and such person or persons may by its officers, servants, workers or agents exercise any of the rights, powers and authorities conferred on the Authority under this easement and "Authority" where it appears shall be construed as including such person or body.
- 1.10 The Authority has no obligation to Maintain or to Repair Drainage System One or the Road.
- 1.11 The terms of this easement are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this easement.
- Except to the extent provided for in this easement, the Proprietor of the Lot Burdened has no right under section 41 of the Act to claim compensation in respect of matters arising from the Authority exercising its rights, powers and authorities under this easement or the Act.
- 1.13 The terms of this easement are to be read in conjunction with positive covenant (3) thirteenthly referred to in the Plan.
- 1.14 This easement extinguishes to the extent that any part of the Public Road is dedicated.
- Term of Easement for Access, Electricity Purposes and Services 5, 4.7 and 3 Wide secondly referred to in the Plan
- An "Easement to Drain Water" as described in Part 3 of Schedule 4A of the Conveyancing Act, 1919 and an easement or right to use, for the construction and maintenance of water supply works, the surface and the subsoil or the undersurface of the Land, and the surface of any Structure on the Land, together with full and free right and liberty for the Authority from time to time and at all times its officers, servants, workers and agents to construct, lay down,

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(Sheet 12 of 66 Sheets)

### DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)

Tower Building, Australia Square, Sydney

make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use in and through the Land and upon or at such depths or levels below the surface of the Land as the Authority shall think fit, such pipelines, mains, ventilating ducts, distributary, reticulating and other works with fittings and appurtenances to them ("Water Works") as in its opinion may be required and to use the Water Works) for water supply purposes and to drain water (including surface run-off from the Water Pumping Station and water drained from within the Water Pumping Station) and to exhume and take up any Water Works and substitute any new Water Works and with:

- (a) the right of support vertically and horizontally at all times of all such Water Works as shall for the time being be in or upon the Land by the soil of, and each Structure on, the Land which is capable of affording support; and
- (b) a right to discharge and drain water and any associated matter and debris, from the Water Works in any quantities across and through the Land and to utilise for such purpose any drainage system or pipes within the Land; and
- An 'Easement to Drain Sewage" as described in Part 4 of Schedule 4A of the Conveyancing Act, 1919 and an easement or right to use for the construction and maintenance of works for sewerage purposes the surface and the subsoil or undersurface of the Land together with full and free right and liberty for the Authority from time to time and at all times hereafter by its officers, servants, workers and agents to construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use in and through the Land and upon or at such depths or levels below the surface of the Land as the Authority shall think fit such mains, submains and reticulating sewers, pipes, ventilating shafts and other works with fittings and appurtenances thereto ("Sewerage Works") as in its opinion may be required for sewerage purposes and to use the Sewerage Works for the conveyance and passage of sewage and to exhume and take up any Sewerage Works and substitute any new Sewerage Works and with the right of support vertically and horizontally at all times of all Sewerage Works of the Authority as shall for the time being be in or upon the Land by the soil of, and each Structure on, the Land which is capable of affording support; and
- 2.3 An easement or right to use for the construction and maintenance of works for electricity supply and telecommunication purposes the surface and the subsoil or undersurface of the Land with full and free right and liberty for the Authority from time to time and at all times hereafter by its officers, servants, workers and agents:
  - (a) to erect, construct, lay down, place, inspect, alter, repair, renew, maintain and use over, through, along and in and under exhume, take up and remove overhead and underground electricity transmission lines, wires and cables and telecommunication services and the support or pipes (if any) relating to them (including towers and poles) and any other ancillary works for the transmission of electricity and for purposes

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(Sheet 13 of 66 Sheets)

# DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)

Tower Building, Australia Square, Sydney

incidental to the transmission of electricity and for telecommunication purposes from the Land ("Electrical and Telecommunications Works") and to repair, inspect, alter, renew, maintain, use, exhume, take up and remove any Electrical and Telecommunication Works as are already erected, constructed or placed on, in and under the Land; and

- to cut or trim or lop trees, branches and other growths or foliage which now or at any (b) time hereafter may overhang, encroach or be in or on the Land and which may or may be likely to interfere with any right, leave, liberty or licence set out within this easement; and
- A "Right of Carriageway" as described in Part 1 of Schedule 4A of the Conveyancing Act, 2.4 1919 over the Land and an easement or right to use for access the surface of the Land together with full, free and uninterrupted right and liberty for the Authority from time to time and at all times hereafter by its officers, servants, workers and agents:
  - to enter, go, return, pass and repass upon, along and over the Land at any hour of the (a) day or night with or without horses, vehicles, plant and equipment and make and sink excavation shafts and cuttings in and through the Land and bring and place thereon and remove therefrom any such materials, implements, tools, articles and things as the Authority shall think fit; and
  - generally to exercise and perform in and upon the Land any of the rights, powers and (b) authorities conferred on or vested in the Authority under and by virtue of the Acted.
- In relation to the easements and rights referred to in clauses 2.1, 2.2, 2.3 and 2.4 the Proprietor 2.5 of the Lot Burdened covenants with the Authority that:
  - the Proprietor of the Lot Burdened will not erect, construct or place upon the Land or (a) allow to be erected, constructed or placed thereon any building, fence (except boundary fences with removable panels and removable hoardings) or other structure whatever and that the Proprietor of the Lot Burdened will at all times bear all risk of and responsibility in connection with damage to any building, fence or other structure for the time being in existence upon the Land; and
  - the Proprietor of the Lot Burdened will not without the prior consent and approval in (b) writing of the Authority first had and obtained or otherwise than in strict compliance with such conditions as the Authority may impose:
    - make or allow to be made any alteration to the existing surface levels of the (i) Land by any means whatsoever; or

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(Sheet 14 of 66 Sheets)

### DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (ii) lay down, construct or place upon the Land or allow to be laid down, constructed, placed or remain thereon, any pavement of concrete or having any form of bituminous surface with a base course of ballast metal or rock fill or like material; or
- (iii) place upon the Land or allow to be placed or remain thereon any timber or any article of plant or any stores filling rubbish or other material whatsoever; or
- (iv) park or place upon the Land or allow to be parked or remain thereon any vehicle whatsoever other than vehicles parked or placed thereon temporarily so that they may be removed when necessary without undue delay; or
- (v) plant in, on, within or upon the Land or allow to be planted in, on, within or upon the Land any trees, shrubs or plants or carry out any landscaping works;
- (vi) encroach or allow any encroachment into the airspace over the Land; or
- (vii) install or lay or allow to be installed or laid in, over, on or under the Land any Services above or below ground; and
- (c) if no other reasonable means of access is available to the Authority, the Proprietor of the Lot Burdened will permit the Authority to construct and maintain an all-weather access road to the standard reasonably required by the Authority within the Land to provide all weather access to any Infrastructure within the Land and to the site (including Lot 33 in the Plan)upon which are erected or are to be erected any Infrastructure and the Authority's buildings, works, systems or services; and
- (d) the Proprietor of the Lot Burdened will not allow the Land to be put to any use which would prevent or obstruct the Authority, its servants or agents from gaining access to the Land at any time; and
- (e) the Proprietor of the Lot Burdened will not damage or interfere with the Water Works, the Sewerage Works or the Electrical and Telecommunication Works; and
- (f) the Proprietor of the Lot Burdened will not cover, obscure or obstruct any of the Water Works, the Sewerage Works or the Electrical and Telecommunication Works located on or above the surface of the Land; and
- (g) the Authority, its servants or agents will be permitted full, free and uninterrupted right of access to the Land by day or by night.

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### DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- Subject to clause 2.7, the Proprietor of the Lot Burdened acknowledges and agrees that the Authority is not liable for, and the Proprietor of the Lot Burdened releases the Authority from liability in respect of, any damage:
  - (a) to property (real or personal) or injury (including death) to persons resulting from any break or damage to or failure or defective state of the Water Works or any leak, overflow or escape of substances from the Water Works;
  - (b) to any Services installed or laid within the Land,

except to the extent that the damage or injury is caused by the negligent act or omission of the Authority.

- 2.7 The Authority covenants and agrees with the Proprietor of the Lot Burdened that after the exercise of any of the Authority's rights, powers authorities set out in this easement, the Authority will make safe the surface of the Land having regard to the condition of the Land prior to the exercise of those rights, powers and authorities and, if the surface of the Land was covered by a bituminous substance before the exercise of those rights, powers and authorities, so far as is reasonably practicable will resurface that part of the Land affected with bitumen hot mix but has no other obligation to resurface or repair that part of the Land affected.
- The Proprietor of the Lot Burdened acknowledges that the Authority may enter into a contract or other arrangement with a person or two or more persons to carry out its functions under the Act, and such person or persons may by its officers, servants, workers or agents exercise any of the rights, powers and authorities conferred on the Authority under this easement and "Authority" where it appears shall be construed as including such person or body.
- The terms of this easement are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this easement.
- 2.10 Except to the extent provided for in this easement, the Proprietor of the Lot Burdened has no right under section 41 of the Act to claim compensation in respect of matters arising from the Authority exercising its rights, powers and authorities under this easement or the Act.
- 2.11 The terms of this easement are to be read in conjunction with positive covenant (8) eighteenthly referred to in the Plan.
- 3 Terms of Easement for Access 5, 4.7 and 3 Wide thirdly referred to in the Plan
- A "Right of Carriageway" as described in Part 1 of Schedule 8 of the Conveyancing Act, 1919 over the Land and an easement or right to use for access the surface of the Land together with

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# DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)

Tower Building, Australia Square, Sydney

full and free right and liberty for the Proprietor of the Lot Benefited from time to time and at all times by its officers, servants, workers and agents to enter, go, return, pass and repass upon, along and over the Land with or without animals, vehicles, plant and equipment and make and sink excavation shafts and cuttings in and through the Land and bring and place on, and remove from, the Land any such materials, implements, tools, articles and things as the Proprietor of the Lot Benefited shall think fit and, in relation to such easements rights, the Proprietor of the Lot Burdened covenants and agrees with the Proprietor of the Lot Benefited that:

- (a) the Proprietor of the Lot Burdened will not erect, construct or place upon the Land or allow to be erected, constructed or placed on the Land any building or other structure whatever and that the Proprietor of the Lot Burdened will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the Land; and
- (b) the Proprietor of the Lot Burdened will not without the prior consent and approval in writing of the Proprietor of the Lot Benefited first had and obtained or otherwise than in strict compliance with such conditions as the Proprietor of the Lot Benefited may impose:
  - (i) make or allow to be made any alteration to the existing surface levels of the Land by any means whatsoever, or
  - (ii) lay down, construct or place on the Land or allow to be laid down, constructed, placed or remain on the Land, any pavement of concrete or having any form of bituminous surface with a base course of ballast metal or rock fill or like material; or
  - (iii) place upon the Land or allow to be placed or remain thereon any timber or any article of plant or any stores filling rubbish or other material whatsoever, or
  - (iv) park or place upon the on the Land or allow to be parked or remain on the Land any vehicle whatsoever other than vehicles parked or placed on the Land temporarily so that they may be removed when necessary without undue delay; and
  - the Proprietor of the Lot Burdened will permit the Proprietor of the Lot Benefited to construct and maintain an all-weather access road to the standard reasonably required by the Proprietor of the Lot Benefited within the Land to provide all weather access to any Infrastructure within the Land and to the site (including Lot 33 in the Plan) upon which is erected or is to be erected the buildings, works, systems or services of the Proprietor of the Lot Benefited; and

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## DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (d) the Proprietor of the Lot Burdened will not allow the Land to be put to any use which would prevent or obstruct the Proprietor of the Lot Benefited, its servants or agents from gaining access to the Land at any time; and
- (e) the Proprietor of the Lot Benefited, its servants or agents will be permitted full, free and uninterrupted right of access to the Land by day or by night for maintenance purposes.
- 3.2 The Proprietor of the Lot Benefited covenants and agrees with the Proprietor of the Lot Burdened that after the exercise of any of the rights, powers authorities of the Proprietor of the Lot Benefited set out in this easement, the Proprietor of the Lot Benefited will make safe the surface of the Land having regard to the condition of the Land prior to the exercise of those rights, powers and authorities and, if the surface of the Land was covered by a bituminous substance before the exercise of those rights, powers and authorities, so far as is reasonably practicable will resurface that part of the Land affected with bitumen hot mix but has no other obligation to resurface or repair that part of the Land affected.
- 3.3 If the Proprietor of the Lot Benefited is the Authority, the Proprietor of the Lot Burdened acknowledges that the Proprietor of the Lot Benefited may enter into a contract or other arrangement with a person or two or more persons to carry out its functions under the Act and such person or persons may by its officers, servants, workers or agents exercise any of the rights, powers and authorities conferred on the Proprietor of the Lot Benefited under this easement and "Proprietor of the Lot Benefited" where it appears shall be construed as including such person or body.
- 3.4 The terms of this easement are covenants and agreements between the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this easement.
- Except to the extent provided for in this easement, if the Proprietor of the Lot Benefited is the Authority, the Proprietor of the Lot Burdened has no right under section 41 of the Act to claim compensation in respect of matters arising from the Proprietor of the Lot Benefited exercising its rights, powers and authorities under this easement or the Act.
- The terms of this easement are to be read in conjunction with positive covenant (8) eighteenthly referred to in the Plan.
- 3.7 If the Proprietor of the Lot Benefited is not the Authority, the Proprietor of the Lot Benefited must not exercise any rights under this easement in a manner which will or is likely to interfere with the rights of the Authority under the easement granted under clause 2.4 of this instrument.

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DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- Terms of Easement for Sewerage Purposes 3 Wide and Variable fourthly referred to in the Plan
- An "Easement to Drain Sewage" as described in Part 4 of Schedule 4A of the Conveyancing Act, 1919 and an easement or right to use for the construction and maintenance of works for sewerage purposes the surface and subsoil or undersurface of the Land together with full and free right and liberty for the Authority from time to time and at all times hereafter by its officers, servants, workers and agents:
  - (a) construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use in and through the Land and upon or at such depths or levels below the surface of the Land as the Authority shall think fit such mains, submains and reticulating sewers, pipes, ventilating shafts and other works with fittings and appurtenances thereto ("Works") as in its opinion may be required for sewerage purposes and to use the Works for the conveyance and passage of sewerage and to take up any such works and substitute any new Works and with the right of support at all times of all such Works as shall for the time being be in or upon the Land; and
  - (b) to enter, go, return, pass and repass upon, along and over the Land at any hour of the day or night and make and sink excavations, shafts and cuttings in and through the Land and bring and place on, and remove from, the Land any such plant, machinery, materials, implements, tools, articles and things as the Authority shall think fit; and
  - (c) generally to exercise and perform in and upon the Land any of the rights, powers and authorities conferred on or vested in the Authority under and by virtue of the provisions of the Act.
- 4.2 In relation to the easements or rights referred in clause 4.1, the Proprietor of the Lot Burdened covenants and agrees with the Proprietor of the Lot Benefited as follows:
  - (a) that the Proprietor of the Lot Burdened will not erect, construct or place upon the Land or allow to be erected, constructed or placed thereon any building or other structure whatsoever and that the Proprietor of the Lot Burdened will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the Land; and
  - (b) that the Authority, its servants or agents shall be permitted to have full right of access to the Land by day or night for maintenance purposes; and
  - (c) that, subject to the provisions of positive covenant (6) sixteenthly referred to in the Plan, the Proprietor of the Lot Burdened will not without the prior consent and

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### DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

approval in writing of the Authority first had and obtained or otherwise than in strict compliance with such conditions as the Authority may impose:

- (i) make or allow to be made any alteration to the existing surface levels of the Land by any means whatsoever, or
- (ii) lay down, construct or place upon the Land or allow to be laid down, constructed, placed or remain on the Land, any pavement of concrete or having any form of bituminous surface with a base course of ballast metal or rock fill or like material, or
- (iii) place upon the Land or allow to be placed or remain thereon any timber or any article of plant or any stores filling rubbish or other material whatsoever, or
- (iv) park or place upon the Land or allow to be parked or remain on the Land any vehicle whatsoever other than vehicles parked or placed on the Land temporarily so that they may be removed when necessary without undue delay; or
- (v) plant or allow to be planted in, on, within or upon the Land any trees, shrubs or plants or carry out any landscaping works, or
- (vi) install or lay or allow to be installed or laid in, over, on or under the Land any Services above or below ground.
- 4.3 The Authority covenants and agrees with the Proprietor of the Lot Burdened that after the exercise of any of the Authority's rights, powers authorities set out in this easement, the Authority will make safe the surface of the Land having regard to the condition of the Land prior to the exercise of those rights, powers and authorities and, if the surface of the Land was covered by a bituminous substance before the exercise of those rights, powers and authorities, so far as is reasonably practicable will resurface that part of the Land affected with bitumen hot mix but has no other obligation to resurface or repair that part of the Land affected.
- The terms of this easement are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this easement.
- Except to the extent provided for in this easement, the Proprietor of the Lot Burdened has no right under section 41 of the Act to claim compensation in respect of matters arising from the Authority exercising its rights, powers and authorities under this easement or the Act.

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## DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- 4.6 The terms of this easement are to be read in conjunction with positive covenant (6) sixteenthly referred to in the Plan.
- Terms of Easement for Sewer Ventshaft 8.505 Wide and Variable fifthly referred to in the Plan
- 5.1 Full, free and unimpeded right for the Authority from time to time and at all times:
  - (a) for the Sewer Ventshaft to be supported vertically and horizontally by any Structure on the Land, the soil or rock of the Land or any part thereof and by all pillars, beams, columns, slabs and walls wherever standing for the time being upon, above or across such soil or rock of the Land or any part thereof; and
  - (b) to construct, inspect, clean, Maintain, Repair, renovate and replace the Sewer Ventshaft; and
  - to pass and repass over the Land and all stairs, corridors, lifts, driveways, ramps, accessways of all kinds and plant rooms and all other common property or common areas of any building within the Land which directly or indirectly give access to the Sewer Ventshaft at all times with or without vehicles, cranes and plant and equipment for the purpose of constructing, inspecting, cleaning, repairing, maintaining, renovating and replacing the Sewer Ventshaft and gaining access to and from the Land and to do anything reasonably necessary for those purposes including:
    - (i) entering the Land; and
    - (ii) taking anything onto the Land including, without limitation, tools, equipment and materials; and
    - (iii) carrying out work on the Sewer Ventshaft and any Structures supporting it including, without limitation, constructing, replacing, repairing or maintaining the Sewer Ventshaft and those Structures and erecting scaffolding; and
    - (iv) remove any part of the Structure as is necessary for the above purposes; and
    - (d) for the Sewer Ventshaft to remain on the Land.
  - 5.2 The Proprietor of the Lot Burdened must not do or allow to be done anything to damage or interfere with the Sewer Ventshaft.

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## DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- 5.3 Subject to clause 5.4 and to the Proprietor of the Lot Burdened complying with its obligations under positive covenant (2) twelfthly referred to in the Plan, the Authority must:
  - (a) cause as little inconvenience as is practicable to the Proprietor of the Lot Burdened or any occupier of the Lot Burdened; and
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it.
- 5.4 Despite clause 5.3, the Proprietor of the Lot Burdened:
  - (a) indemnifies and must keep indemnified the Authority against any liability, loss, cost, charge or expense incurred by the Authority arising as a result of:
    - (i) the failure of the Proprietor of the Lot Burdened to comply with its obligations under positive covenant (2) twelfthly referred to in the Plan; or
    - (ii) any damage to any Structure or the Land (including consequential damage) caused by the Authority exercising its rights, powers and authorities under this easement (except to the extent that such damage arises because of a negligent act or omission of the Authority); and
  - (b) releases the Authority from and against any liability, loss, cost, charge or expense incurred by the Proprietor of the Lot Burdened because of any damage referred to in clause 5.4(a)(ii) including any consequential loss.
- The Authority covenants and agrees with the Proprietor of the Lot Burdened that after the exercise of any of the Authority's rights, powers authorities set out in this easement, the Authority will make safe the surface of the Land having regard to the condition of the Land prior to the exercise of those rights, powers and authorities and, if the surface of the Land was covered by a bituminous substance before the exercise of those rights, powers and authorities, so far as is reasonably practicable will resurface that part of the Land affected with bitumen hot mix but has no other obligation to resurface or repair that part of the Land affected.
- The terms of this easement are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this easement.
- 5.7 Except to the extent provided for in this easement, the Proprietor of the Lot Burdened has no right under section 41 of the Act to claim compensation in respect of matters arising from the Authority exercising its rights, powers and authorities under this easement or the Act.

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# DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206) Tower Building, Australia Square, Sydney

- The terms of this easement are to be read in conjunction with positive covenant (2) twelfthly 5.8 referred to in the Plan.
- Terms of Easement for Drainage of Water 2.085, 2.33, 3, 3.63, 4 and 6 Wide sixthly 6 referred to in the Plan
- An "Easement to Drain Water" as described in Part 3 of Schedule 4A of the Conveyancing 6.1 Act, 1919 and an easement or right to discharge and drain water and any associated matter and debris from the Authority's pipes and mains, and surface water run-off from Lot 32 in the Plan and any structure on it, in any quantities through Drainage System Two.
- The Proprietor of the Lot Burdened acknowledges that the Authority may enter into a contract 6.2 or other arrangement with a person or two or more persons to carry out its functions under the Act, and such person or persons may by its officers, servants, workers or agents exercise any of the rights, powers and authorities conferred on the Authority under this easement and "Authority" where it appears shall be construed as including such person or body.
- The Authority has no obligation to Maintain or to repair Drainage System Two. 6.3
- The terms of this easement are covenants and agreements between the Authority and the 6.4 Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this easement.
- Except to the extent provided for in this easement, the Proprietor of the Lot Burdened has no 6.5 right under section 41 of the Act to claim compensation in respect of matters arising from the Authority exercising its rights, powers and authorities under this easement.
- The terms of this easement are to be read in conjunction with positive covenant (4) fourteenthly 6.6 referred to in the Plan.
- This easement extinguishes on the dedication of the Public Road. 6.7
- Terms of Easement for Access 4 Wide, 4.46 Wide and Variable seventhly referred to in 7 the Plan
- A "Right of Carriageway" as described in Part 1 of Schedule 8 of the Conveyancing Act, 1919 7.1 over the Land and an easement or right to use for access the surface of the Land together with full and free right and liberty for the Proprietor of the Lot Benefited from time to time and at all times by its officers, servants, workers and agents to enter, go, return, pass and repass upon, along and over the Land with or without animals, vehicles, plant and equipment and make and sink excavation shafts and cuttings in and through the Land and bring and place on, and remove from, the Lot Burdened any such materials, implements, tools, articles and things as

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# DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

the Proprietor of the Lot Burdened shall think fit and, in relation to such easements rights, the Proprietor of the Lot Burdened covenants and agrees with the Proprietor of the Lot Benefited that:

- (a) the Proprietor of the Lot Burdened will not erect, construct or place upon the Land or allow to be erected, constructed or placed on the Land any building or other structure whatever and that the Proprietor of the Lot Burdened will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the Land, and
- (b) the Proprietor of the Lot Burdened will not without the prior consent and approval in writing of the Proprietor of the Lot Benefited first had and obtained or otherwise than in strict compliance with such conditions as the Proprietor of the Lot Benefited may impose:
  - (i) make or allow to be made any alteration to the existing surface levels of the Land by any means whatsoever, or
  - (ii) lay down, construct or place on the Land or allow to be laid down, constructed, placed or remain on the Land, any pavement of concrete or having any form of bituminous surface with a base course of ballast metal or rock fill or like material; or
  - place upon the Land or allow to be placed or remain thereon any timber or any article of plant or any stores filling rubbish or other material whatsoever, or
  - (iv) park or place upon the on the Land or allow to be parked or remain on the Land any vehicle whatsoever other than vehicles parked or placed on the Land temporarily so that they may be removed when necessary without undue delay; and
- the Proprietor of the Lot Burdened will permit the Proprietor of the Lot Benefited to construct and maintain an all-weather access road to the standard reasonably required by the Proprietor of the Lot Benefited within the Land to provide all weather access to any Infrastructure within the Land and to the site (including Lot 32 in the Plan) upon which is erected or is to be erected the buildings, works, systems or services of the Proprietor of the Lot Benefited; and
- (d) the Proprietor of the Lot Burdened will not allow the Land to be put to any use which would prevent or obstruct the Proprietor of the Lot Benefited, its servants or agents from gaining access to the Land at any time; and

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### DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (e) the Proprietor of the Lot Benefited, its servants or agents will be permitted full, free and uninterrupted right of access to the Land by day or by night for maintenance purposes.
- 7.2 The Proprietor of the Lot Benefited covenants and agrees with the Proprietor of the Lot Burdened that after the exercise of any of the rights, powers authorities of the Proprietor of the Lot Benefited set out in this easement, the Proprietor of the Lot Benefited will make safe the surface of the Land having regard to the condition of the Land prior to the exercise of those rights, powers and authorities and, if the surface of the Land was covered by a bituminous substance before the exercise of those rights, powers and authorities, so far as is reasonably practicable will resurface that part of the Land affected with bitumen hot mix but has no other obligation to resurface or repair that part of the Land affected.
- 7.3 If the Proprietor of the Lot Benefited is the Authority, the Proprietor of the Lot Burdened acknowledges that the Proprietor of the Lot Benefited may enter into a contract or other arrangement with a person or two or more persons to carry out its functions under the Act and such person or persons may by its officers, servants, workers or agents exercise any of the rights, powers and authorities conferred on the Proprietor of the Lot Benefited under this easement and "Proprietor of the Lot Benefited" where it appears shall be construed as including such person or body.
- 7.4 The terms of this easement are covenants and agreements between the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this easement.
- 7.5 Except to the extent provided for in this easement, if the Proprietor of the Lot Benefited is the Authority, the Proprietor of the Lot Burdened has no right under section 41 of the Act to claim compensation in respect of matters arising from the Proprietor of the Lot Benefited exercising its rights, powers and authorities under this easement or the Act.
- 7.6 The terms of this easement are to be read in conjunction with positive covenant (7) seventeenthly referred to in the Plan.
- 7.7 This easement extinguishes on the dedication of the Public Road.
- 8 Terms of Easement for Shelter 4.97 Wide eighthly referred to in the Plan
- Full, free and unimpeded right for the Lot Benefited to have any Structure on the Lot Burdened ("Burdened Structure") give shelter to each structure on the Lot Benefited ("Benefited Structure") which is capable of taking shelter from the Burdened Structure on the following conditions:

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### DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (a) the Proprietor of the Lot Benefited has the right with any implements, machinery or tools necessary to enter on and within:
  - (i) any part of the Land as may be reasonably necessary;
  - (ii) any Burdened Structures which gives shelter to any Benefited Structures; and
  - (iii) any part of the Burdened Structure,

and to remain there for any reasonable time for the purposes of inspecting, repairing, maintaining or renewing the beams, columns, pillars, slabs, waterproof membrane, paved structures and walls of any Burdened Structure;

- (b) before the Proprietor of the Lot Benefited may enter the Land to exercise the rights granted by this easement it must first, except in the case of emergencies, give a reasonable period of notice to the Proprietor of the Lot Burdened or its nominee of the intended exercise of the rights; and
- (c) the Proprietor of the Lot Benefited may exercise all other ancillary rights and obligations reasonably necessary for the effective application of this easement.
- 8.2 The Proprietor of the Lot Benefited covenants and agrees with the Proprietor of the Lot Burdened that after the exercise of any of the rights, powers authorities of the Proprietor of the Lot Benefited set out in this easement, the Proprietor of the Lot Benefited will make safe the surface of the Land having regard to the condition of the Land prior to the exercise of those rights, powers and authorities and, if the surface of the Land was covered by a bituminous substance before the exercise of those rights, powers and authorities, so far as is reasonably practicable will resurface that part of the Land affected with bitumen hot mix but has no other obligation to resurface or repair that part of the Land affected.
- 8.3 The terms of this easement are covenants and agreements between the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this easement.
- 8.4 Except to the extent provided for in this easement, the Proprietor of the Lot Burdened has no right under section 41 of the Act to claim compensation in respect of matters arising from the Authority exercising its rights, powers and authorities under this easement or the Act.
- 8.5 The terms of this easement are to be read in conjunction with positive covenant (5) fifteenthly referred to in the Plan.

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DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- Terms of Easement for Water Supply Works 2.5 Wide and Easement for Water Supply Works 3.0 Wide ninthly and tenthly referred to in the Plan
- An "Easement to Drain Water" as described in Part 3 of Schedule 4A of the Conveyancing Act, 1919 and an easement or right to use for the construction and maintenance of water supply works the surface and the subsoil or the undersurface of the Land together with full and free right and liberty for the Authority from time to time and at all times hereafter by its officers, servants, workers and agents to:
  - (a) construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use in and through the Land and upon or at such depths or levels below the surface of the Land as the Authority shall think fit such pipelines, mains, distributary, reticulating and other works with fittings and appurtenances thereto ("Water Works") as in its opinion may be required and to use the Water Works for water supply purposes and to exhume and take up any such Water Works and substitute any new Water Works and with the right of support at all times of all Water Works as shall for the time being be in or upon the Land;
  - (b) for those purposes to enter, go, return, pass and repass upon, along and over the Land at any hour of the day or night and make and sink excavations, shafts and cuttings in and through the Land and bring and place thereon and remove therefrom any such plant, machinery, materials, implements, tools, articles and things as the Authority shall think fit; and
  - (c) generally to exercise and perform in and upon the Land any of the rights, powers and authorities conferred on or vested in the Authority under and by virtue of the provisions of the Act.
- 9.2 In relation to the easement or rights referred to in clause 9.1, the Proprietor of the Lot Burdened covenants and agrees with the Authority as follows:
  - (a) subject to clause 9.2(c), that the Proprietor of the Lot Burdened will not erect, construct or place upon the Land or allow to be erected, constructed or placed on the Land any building or other structure whatsoever and that the Proprietor of the Lot Burdened will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the Land; and
  - (b) that the Authority, its servants or agents shall be permitted to have full right of access to the Land by day or night for maintenance purposes including a right to discharge and drain water, with any associated matter and debris, from the Water Works in any quantities across and through the Land and to utilise for such purposes any system or pipes within the Land; and

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# DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)

Tower Building, Australia Square, Sydney

- that the Proprietor of the Lot Burdened will not without the prior consent and approval in writing of the Authority first had and obtained or otherwise than in strict compliance with such conditions as the Authority may impose:
  - (i) make or allow to be made any alteration to the existing surface levels of the Land by any means whatsoever, or
  - (ii) lay down, construct or place upon the Land or allow to be laid down, constructed, placed or remain thereon, any pavement of concrete or having any form of bituminous surface with a base course of ballast metal or rock fill or like material, or
  - (iii) place upon the Land or allow to be placed or remain thereon any timber or any article of plant or any stores filling rubbish or other material whatsoever, or
  - (iv) park or place upon the Land or allow to be parked or remain on the Land any vehicle whatsoever other than vehicles parked or placed on the Land temporarily so that they may be removed when necessary without undue delay;
  - (v) plant or allow to be planted in, on, within or upon the Land any trees, shrubs or plants or carry out any landscaping works;
  - (vi) install or lay or allow to be installed or laid in, over, on or under the Lot Burdened any Services above or below ground.
- The Authority covenants and agrees with the Proprietor of the Lot Burdened that after the exercise of any of the Authority's rights, powers authorities set out in this easement, the Authority will make safe the surface of the Land having regard to the condition of the Land prior to the exercise of those rights, powers and authorities and, if the surface of the Land was covered by a bituminous substance before the exercise of those rights, powers and authorities, so far as is reasonably practicable will resurface that part of the Land affected by bitumen hot mix but has no other obligation to resurface or repair that part of the Land affected.
- The Proprietor of the Lot Burdened acknowledges that the Authority may enter into a contract or other arrangement with a person or two or more persons to carry out its functions under the Act and such person or persons may by its officers, servants, workers or agents exercise any of the rights conferred on the Authority herein and the word Authority where it appears shall be construed as included such person or body.
- 9.5 The terms of this easement are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this easement.

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## DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- Except to the extent provided for in this easement, the Proprietor of the Lot Burdened has no right under section 41 of the Act to claim compensation in respect of matters arising from the Authority exercising its rights, powers and authorities under this easement or the Act.
- 9.7 The easements for Water Supply Works ninthly and tenthly referred to in the Plan (as the case may be) extinguish to the extent that any part of the Land is dedicated as a public road (within the meaning of the Roads Act 1993).
- 10 Terms of Positive Covenant (1) eleventhly referred to in the Plan
- 10.1 The Proprietor of the Lot Burdened must:
  - grant to the Authority as required by the Authority from time to time such additional easements and rights, and create such additional public positive covenants, as may be required for the provision, protection and support of the Infrastructure and access to the Infrastructure; and
  - (b) transfer to the Authority any land owned by the Proprietor of the Lot Burdened,
  - to the extent that the grant of such easements, the creation of public positive covenants or the transfer of such land is necessary for the provision, protection and support of, and access to, any Infrastructure constructed on the Land.
- The Proprietor of the Lot Burdened must pay all the costs (including, without limitation, costs incurred by the Authority) associated with any transfer or grant referred to in clause 10.1 including the cost of preparation of plans, instruments and other documents, stamp duty, registration, consultant's fees and legal costs.
- The Proprietor of the Lot Burdened acknowledges that the positive covenant in clause 10.1 restates an agreement between the Authority and Jacksons Landing Development Pty Limited (the registered proprietor of the Lot Burdened as at the date of this instrument) in connection with the provision of Infrastructure by Jacksons Landing Development Pty Limited.
- The terms of this positive covenant are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.
- 10.5 The Proprietor of the Lot Burdened and the Authority agree that:
  - (a) no compensation is payable by the Authority to the Proprietor of the Lot Burdened under the Land Acquisition (Just Terms Compensation) Act 1991 in connection with

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# DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

the grant of easements, the creation of public positive covenants or the transfer of land pursuant to clause 10.1; or

(b) if a court determines that such compensation is payable to the Proprietor of the Lot Burdened, the amount of that compensation is \$1.

#### 11 Terms of Positive Covenant (2) twelfthly referred to in the Plan

- 11.1 The Proprietor of the Lot Burdened must:
  - submit design plans for the Sewer Ventshaft (and any Structure that will provide support or cover for the Sewer Ventshaft) for the approval of the Authority (which approval may be given or withheld in its absolute discretion) and must not commence construction of the Sewer Ventshaft (and any Structure that will provide support or cover for the Sewer Ventshaft) before that approval is given in writing; and
  - (b) ensure that the design plans referred to in clause 11.1(a) satisfy the access requirements set out in clause 5.1(c); and
  - construct the Sewer Ventshaft, supporting structures for it and any cover over the Sewer Ventshaft (and any necessary supporting structures for it) in accordance with the plans approved by, and otherwise in accordance with the requirements of, the Authority; and
  - (d) Maintain and keep in good Repair all Structures erected or to be erected on the Land to as near as practicable to the condition of those Structures as at the date the Structures were constructed or installed on the Land (subject to fair wear and tear); and
  - (e) to the full extent of its ability, protect the Structures against any damage or destruction; and
  - (f) Repair the Structures to the standard required by the covenant contained in paragraph (d) of this public positive covenant if there is any damage or destruction (whether partial or total) to the Structures; and
  - (g) indemnify and keep indemnified the Authority against any liability or loss arising from and all costs, charges and expenses incurred by the Authority in connection with:
    - a breach by the Proprietor of the Lot Burdened (or any of its employees, agents, officers or contractors) of its obligations under this positive covenant;
       and

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## DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (ii) anything done by the Proprietor of the Lot Burdened pursuant to this positive covenant (including construction of the Sewer Ventshaft); and
- (iii) any approval given by the Authority under clause 11.4 or otherwise in connection with the Sewer Ventshaft; and
- (iv) any damage to any real or personal property and injury to or death of any person caused or contributed to by the existence or use of the Structures or the existence or use or any odours emanating from the Sewer Ventshaft (or any structural failure or defect in either of them); and
- (h) maintain with insurers and on terms (including a cross liability and waiver of subrogation clause but not including any exclusion or endorsement unless it is first approved by the Authority such approval not to be unreasonably withheld) approved by the Authority (which may not unreasonably withhold its approval) in the names of the Proprietor of the Lot Burdened (noting the interest of the Authority);
  - (i) an industrial special risks policy covering replacement and reinstatement of the Structures;
  - (ii) a public liability insurance in the sum of \$10,000,000 (or such higher amount as the Authority reasonably nominates) covering claims in respect of damage to any real or personal property and injury to or death of any person; and
- (i) comply with its obligations under the easement fifthly referred to in the Plan; and
- (j) comply with its obligations under any Community Management Statement registered on the title to the Land.
- The Proprietor of the Lot Burdened acknowledges and agrees that the Authority is not liable for, and the Proprietor of the Lot Burdened releases to the Authority from, liability in respect of any damage:
  - to property (real or personal) or injury (including death) to persons resulting from any break or damage to, or failure or defective state of, the Sewer Ventshaft or any leak, overflow or escape of gases and other substances from the Sewer Ventshaft; or
  - (b) to any Services installed or laid within the Land,

except to the extent that the damage or injury is caused by the negligent act or omission of the Authority.

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DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- 11.3 The Proprietor of the Lot Benefited acknowledges that title to the Sewer Ventshaft vests in the Authority.
- 11.4 The Proprietor of the Lot Burdened must ensure that any Application, so far as it may affect the support or operation of, access to, or the ability of the Authority to efficiently inspect, repair, replace or renew the Sewer Ventshaft, complies with the requirements of the Authority. The Proprietor of the Lot Burdened must not lodge an Application without the prior written consent of the Authority which consent may be withheld if the Authority considers in its absolute discretion that the effect of the Application, if consented to by the relevant consent authority, would:
  - (a) negate, override or make ineffective any provision of this positive covenant; or
  - (b) adversely affect the Sewer Ventshaft; or
  - (c) result in the Structures:
    - (i) not giving sufficient support or access to the Sewer Ventshaft; or
    - (ii) impeding access to the Sewer Ventshaft; or
    - (iii) not allowing the efficient inspection, repair, maintenance, replacement, renewal or operation of the Sewer Ventshaft.

The Proprietor of the Lot Burdened acknowledges that in giving or withholding its consent to an Application under this clause or clause 11.4 the Authority is not acting in the capacity of a consent or approvals authority.

- Despite clause 11.4, the Proprietor of the Lot Burdened need not seek the Authority's consent to lodge a Construction Certificate Application or an application for a Complying Development Certificate if the application does not:
  - (a) negate, override or make ineffective any provision of this positive covenant; or
  - (b) adversely affect the Sewer Ventshaft; or
  - (c) result in the Structures:
    - (i) not giving sufficient support or access to the Sewer Ventshaft; or
    - (ii) impeding access to the Sewer Ventshaft; or

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### DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (iii) not allowing the efficient inspection, repair, maintenance, replacement, renewal or operation of the Sewer Ventshaft.
- The Proprietor of the Lot Burdened agrees that the Authority has no legal liability to the Proprietor of the Lot Burdened in respect of any damage or loss arising from or any costs, charges or expenses incurred in connection with the Authority approving an Application or the works proposed to be carried out pursuant to an Application and the Proprietor of the Lot Burdened releases the Authority from all such damage, loss, costs, charges and expenses.
- Neither the requirement to obtain the approval of the Authority nor any such approval given by the Authority shall in any way impose expressly or by implication any duty, obligation or liability upon the Authority in relation to the design or construction of the Development. The Proprietor of the Lot Burdened expressly acknowledges and confirms without reservation that the Proprietor of the Lot Burdened:
  - is relying entirely on its own skill and judgement and that of its employees, consultants and agents in relation to any works and is in no way relying upon the skill and judgement of the Authority or any of the Authority's employees, consultants and agents; and
  - (b) recognises the approval of the Authority is intended merely as a procedure to enable the Authority to protect its legitimate interests as regards the Sewer Ventshaft as a public authority and without limitation shall not remove from the Proprietor of the Lot Burdened or in any way exonerate the Proprietor of the Lot Burdened of the responsibility of the Proprietor of the Lot Burdened for any works carried out by it or on its behalf.
  - The Proprietor of the Lot Burdened must not in a material way amend or vary the Structures without the prior written consent of the Authority which may be withheld where the amendment or variation, in the opinion of the Authority (acting reasonably) would:
    - (a) negate or override any provision of this positive covenant; or
    - (b) adversely affects the Sewer Ventshaft; or
    - (c) result in the Structures:
      - (i) not giving sufficient support or access to the Sewer Ventshaft; or
      - (ii) impeding access to the Sewer Ventshaft; or

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#### DP1011425

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Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (iii) not allowing the efficient repair, maintenance, replacement, renewal or operation of the Sewer Ventshaft.
- 11.9 The Proprietor of the Lot Burdened must promptly give the Authority a copy of:
  - (a) each Application as lodged with the relevant Consent Authority;
  - (b) all correspondence to and from the relevant Consent Authority or any other relevant authority relating to each Application;
  - (c) all written objections to an Application which are received by the Proprietor of the Lot Burdened or of which it has or receives a copy, and
  - (d) all consents and approvals received and notices gazetted (of which the Proprietor of the Lot Burdened is or ought to be aware) in relation to any Application.
- 11.10 If the Proprietor of the Lot Burdened does not comply with the provisions of this positive covenant then the Authority may carry out the works which the Proprietor of the Lot Burdened was required, but has failed, to carry out under this positive covenant and the costs incurred by the Authority in carrying out those works will be a debt due by the Proprietor of the Lot Burdened to the Authority payable on demand.
- The terms of this positive covenant are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.
- 12 Terms of Positive Covenant (3) thirteenthly referred to in the Plan
- 12.1 The Proprietor of the Lot Burdened must:
  - construct an all-weather vehicular access road ("Road") to the standard reasonably required by the Authority over the area shown as (N3) on the Plan on or before Commissioning of the Sewer Pumping Station so as to enable the Authority to gain access to:
    - (i) and support any Infrastructure referred to in easement firstly referred to in the Plan;
    - (ii) the upper surface of any structure on Lot 32 in the Plan;
    - (iii) any Infrastructure within the area designated (A3) in the Plan which relates to the Sewer Pumping Station; and

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### DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (b) on or before Commissioning of the Sewer Pumping Station construct and install a drainage system (and, if that drainage system is installed as at the date of registration of this instrument, extend it in accordance with the requirements of the Authority) ("Drainage System One") to the standard required by the Authority within the area designated (A3) in the Plan for the purpose of:
  - (i) conveying water (and any associated matter and debris) discharged from the Authority's water mains within that area; and
  - (ii) conveying surface water run off from Lot 32 (including from any structure on it).

The Authority acknowledges that Drainage System One may comprise, in part, a road, kerbing and guttering.

#### 12.2 The Proprietor of the Lot Burdened must:

- (a) Maintain and keep in good Repair the Road and Drainage System One to as near as practicable to the condition of the Road and Drainage System One as at the date the Road and Drainage System One were constructed or installed on the Land (subject to fair wear and tear); and
- (b) Without limiting clauses 1.5(a) and 1.6 of the easement firstly referred to in the Plan, obtain the consent of the Authority to the carrying out of any proposed Development on the Land (except Maintenance and Repair)
  - where that Development affects the structure, support, access to or efficient operation of the Water Works, the Sewerage Works, the Electrical and the Telecommunication Works (each as defined in the easement firstly referred to in the Plan) or the Road or Drainage System One; and
- (c) to the full extent of its ability, protect the Road and Drainage System One against any damage or destruction;
- (d) Repair the Road and Drainage System One to the standard required by the covenant contained in clause 12.2(a) of this public positive covenant if there is any damage or destruction (whether partial or total) to the Road and Drainage System One; and

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### DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206) Tower Building, Australia Square, Sydney

- (e) indemnify and keep indemnified the Authority against any liability or loss arising from and all costs, charges and expenses incurred by the Authority in connection with:
  - (i) a breach by the Proprietor of the Lot Burdened (or any of its employees, agents, officers or contractors) of its obligations under this positive covenant; and
  - (ii) anything done by the Proprietor of the Lot Burdened pursuant to this positive covenant; and
  - (iii) any approval given by the Authority under clause 1.5(b) of the easement firstly referred to in the Plan or otherwise in connection with the Water Works, the Sewerage Works and the Telecommunications Works (each as defined in the easement firstly referred to in the Plan) or the Road and Drainage System One; and
  - (iv) any damage to any real or personal property and injury to or death of any
    person caused or contributed to by the existence or use of the Road or
    Drainage System One (or any structural failure or defect in either of them);
    and
- (f) maintain with insurers and on terms (including a cross liability and waiver of subrogation clause but not including any exclusion or endorsement unless it is first approved by the Authority such approval not to be unreasonably withheld) approved by the Authority (which may not unreasonably withhold its approval) in the names of the Proprietor of the Lot Burdened and the Authority a public liability insurance in the sum of \$10,000,000 (or such higher amount as the Authority reasonably nominates) covering claims in respect of damage to any real or personal property and injury to or death of any person; and
- (g) comply with its obligations under the easement firstly referred to in the Plan; and
- (h) comply with its obligations under any Community Management Statement registered on the title to the Land.
- 12.3 The Proprietor of the Lot Burdened acknowledges and agrees that the Authority is not liable for, and the Proprietor of the Lot Burdened releases to the Authority from, liability in respect of any damage:
  - (a) to property (real or personal) or injury (including death) to persons resulting from any break or damage to, or failure or defective state of, the Road or Drainage System One

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#### DP1011425

Full name and address of owner of the land:

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Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

or any leak, overflow or escape of substances from the Road or Drainage System One; or

(b) to any Services installed or laid within the Land

except to the extent that the damage or injury is caused by the negligent act or omission of the Authority.

- 12.4 The Proprietor of the Lot Burdened agrees that the Authority has no legal liability to the Proprietor of the Lot Burdened in respect of any damage or loss arising from or any costs, charges or expenses incurred in connection with the Authority giving any Approval or the works proposed to be carried out pursuant to that Approval and the Proprietor of the Lot Burdened releases the Authority from all such damage, loss, costs, charges and expenses.
- 12.5 Neither the requirement to obtain the approval of the Authority nor any such approval given by the Authority shall in any way impose expressly or by implication any duty, obligation or liability upon the Authority in relation to the design or construction of the Development. The Proprietor of the Lot Burdened expressly acknowledges and confirms without reservation that the Proprietor of the Lot Burdened:
  - (a) is relying entirely on its own skill and judgement and that of its employees, consultants and agents in relation to any works and is in no way relying upon the skill and judgement of the Authority or any of the Authority's employees, consultants and agents; and
  - (b) recognises the approval of the Authority is intended merely as a procedure to enable the Authority to protect its legitimate interests as regards the Water Works, the Sewerage Works and the Electrical and Telecommunication Works (each as defined in the easement firstly referred to in the Plan) and the Road or Drainage System One as a public authority and without limitation shall not remove from the Proprietor of the Lot Burdened or in any way exonerate the Proprietor of the Lot Burdened of the responsibility of the Proprietor of the Lot Burdened for any works carried out by it or on its behalf.
- 12.6 If the Proprietor of the Lot Burdened does not comply with the provisions of this positive covenant then the Authority may carry out the works which the Proprietor of the Lot Burdened was required, but has failed, to carry out under this positive covenant and the costs incurred by the Authority in carrying out those works will be a debt due by the Proprietor of the Lot Burdened to the Authority payable on demand.

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#### DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- 12.7 The terms of this positive covenant are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.
- 12.8 This positive covenant extinguishes to the extent the Public Road is dedicated.
- 13 Terms of Positive Covenant (4) fourteenthly referred to in the Plan
- 13.1 The Proprietor of the Lot Burdened must on or before Commissioning of the Sewer Pumping Station construct and install a drainage system ("Drainage System Two") to the standard required by the Authority within the area designated (F3) in the Plan for the purpose of:
  - (a) conveying water (and any associated matter and debris) discharged from the Authority's water mains within the area designated (A3) in the Plan (including from any structure on it) to Johnstons Bay; and
  - (b) conveying surface water run off from Lot 32 (including from any structure on it) to Johnstons Bay.
- 13.2 The Proprietor of the Lot Burdened must:
  - (a) Maintain and keep in good Repair Drainage System Two erected or to be erected on the Land to as near as practicable to the condition of Drainage System Two as at the date Drainage System Two were constructed or installed on the Lot Burdened (subject to fair wear and tear); and
  - (b) to the full extent of its ability, protect Drainage System Two against any damage or destruction;
  - (c) Repair Drainage System Two to the standard required by the covenant contained in paragraph (a) of this public positive covenant if there is any damage or destruction (whether partial or total) to Drainage System Two; and
  - (d) indemnify and keep indemnified the Authority against any liability or loss arising from and all costs, charges and expenses incurred by the Authority in connection with:
    - (i) a breach by the Proprietor of the Lot Burdened (or any of its employees, agents, officers or contractors) of its obligations under this positive covenant and
    - (ii) anything done by the Proprietor of the Lot Burdened pursuant to this positive covenant; and

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DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (iii) any approval given by the Authority in connection with Drainage System Two; and
- (iv) any damage to any real or personal property and injury to or death of any person caused or contributed to by the existence or use of Drainage System Two (or any structural failure or defect in it); and
- (e) maintain with insurers and on terms (including a cross liability and waiver of subrogation clause but not including any exclusion or endorsement unless it is first approved by the Authority such approval not to be unreasonably withheld) approved by the Authority (which may not unreasonably withhold its approval) in the names of the Proprietor of the Lot Burdened and the Authority a public liability insurance in the sum of \$10,000,000 (or such higher amount as the Authority reasonably nominates) covering claims in respect of damage to any real or personal property and injury to or death of any person; and
- (f) comply with its obligations under the easement sixthly referred to in the Plan.;
- 13.3 The Proprietor of the Lot Burdened acknowledges and agrees that the Authority is not liable for, and the Proprietor of the Lot Burdened releases to the Authority from, liability in respect of any damage to property (real or personal) or injury (including death) to persons resulting from any break or damage to, or failure or defective state of, Drainage System Two or any leak, overflow or escape of substances from Drainage System Two except to the extent that the damage or injury is caused by the negligent act of the Authority.
- 13.4 If the Proprietor of the Lot Burdened does not comply with the provisions of this positive covenant then the Authority may carry out the works which the Proprietor of the Lot Burdened was required, but has failed, to carry out under this positive covenant and the costs incurred by the Authority in carrying out those works will be a debt due by the Proprietor of the Lot Burdened to the Authority payable on demand.
- 13.5 The terms of this positive covenant are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.
- 13.6 This positive covenant extinguishes to the extent the Public Road is dedicated.

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(Sheet 39 of 66 Sheets)

DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- 14 Terms of Positive Covenant (5) fifteenthly referred to in the Plan
- 14.1 The Proprietor of the Lot Burdened must Maintain and keep in good repair each Approved Structure (as defined in clause 18.1) on the Land including:
  - (a)
- (i) the waterproof membrane installed or to be installed between the upper surface of the roof of the Water Pumping Station and the public pathway to be erected on that part of the Land immediately above Lot 33 in the Plan; and
- (ii) the paved surface of the public pathway referred to in paragraph (i),

to ensure the integrity of those structures and to prevent the leakage of water onto and through the concrete roof slab of the Water Pumping Station (and any infrastructure in it); and

- (b)
- (i) the safety wall attached or to be attached to the perimeter of the concrete roof slab of the Water Pumping Station; and
- (ii) the screen wall attached or to be attached to the face of the northwestern wall of the Water Pumping Station; and
- (iii) the sandstone cladding attached or to be attached to the face of the southwestern wall of the Water Pumping Station,

so as to prevent damage to the Water Pumping Station and any other property, and injury or death which may result from a failure or collapse of the safety wall, screen wall or sandstone cladding; and

- (c) the public stairs and safety rail attached or to be attached to the Water Pumping Station in order to prevent any damage to the Water Pumping Station and other property and any injury or death which may result from a failure or collapse of the stairs or the safety rail.
- 14.2 The Proprietor of the Lot Burdened must:
  - (a) Maintain and keep in good Repair any Approved Structure erected or to be erected on the Land to as near as practicable to the condition of those Structures as at the date the Approved Structure was constructed or installed on the Land (subject to fair wear and tear); and

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#### DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (b) obtain the consent of the Authority to the carrying out of any proposed Development on the Land (except Maintenance and Repair) where that Development affects the structure, support, access to or efficient operation of the Water Pumping Station; and
- (c) to the full extent of its ability, protect any Approved Structure against any damage or destruction; and
- (d) Repair each Approved Structure to the standard required by the covenant contained in paragraph (a) of this public positive covenant if there is any damage or destruction (whether partial or total) to the Approved Structure; and
- (e) indemnify and keep indemnified the Authority against any liability or loss arising from and all costs, charges and expenses incurred by the Authority in connection with:
  - a breach by the Proprietor of the Lot Burdened (or any of its employees, agents, officers or contractors) of its obligations under this positive covenant;
     and
  - (ii) anything done by the Proprietor of the Lot Burdened pursuant to this positive covenant; and
  - (iii) any approval given by the Authority in connection with an Approved Structure; and
  - (iv) any damage to any real or personal property and injury to or death of any person caused or contributed to by:
    - (i) the failure of the Water Pumping Station or any part of Lot 33 in the Plan to provide support to any Approved Structure (as defined in clause 18.1); or
    - (ii) the failure of the waterproof membrane referred to in clause 14.1(a)(i) to prevent leakage of water into the Water Pumping Station; or
    - (iii) the structural failure or defect in the Approved Structure (as defined in clause 18.1); and
- (f) maintain with insurers and on terms (including a cross liability and waiver of subrogation clause but not including any exclusion or endorsement unless it is first approved by the Authority such approval not to be unreasonably withheld) approved by the Authority (which may not unreasonably withhold its approval) in the names of the Proprietor of the Lot Burdened and the Authority a public liability insurance in the

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## DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

sum of \$10,000,000 (or such higher amount as the Authority reasonably nominates) covering claims in respect of damage to any real or personal property and injury to or death of any person and

- (g) comply with its obligations under the easements eighthly and nineteenthly referred to in the Plan; and
- (h) comply with its obligations under any Community Management Statement registered on the title to the Land.
- 14.3 The Proprietor of the Lot Burdened acknowledges and agrees that the Authority is not liable for, and the Proprietor of the Lot Burdened releases to the Authority from, liability in respect of any damage:
  - (a) to property (real or personal) or injury (including death) to persons resulting from any break or damage to, or failure or defective state of, the Water Pumping Station or any leak, overflow or escape of substances from the Water Pumping Station; or
  - (b) to any Services installed or laid within the Land

except to the extent that the damage or injury is caused by the negligent act of the Authority.

- 14.4 The Proprietor of the Lot Burdened agrees that the Authority has no legal liability to the Proprietor of the Lot Burdened in respect of any damage or loss arising from or any costs, charges or expenses incurred in connection with the Authority giving any Approval or the works proposed to be carried out pursuant to that Approval and the Proprietor of the Lot Burdened releases the Authority from all such damage, loss, costs, charges and expenses.
- 14.5 Neither the requirement to obtain the approval of the Authority nor any such approval given by the Authority shall in any way impose expressly or by implication any duty, obligation or liability upon the Authority in relation to the design or construction of the Development. The Proprietor of the Lot Burdened expressly acknowledges and confirms without reservation that the Proprietor of the Lot Burdened:
  - is relying entirely on its own skill and judgement and that of its employees, consultants and agents in relation to any works and is in no way relying upon the skill and judgement of the Authority or any of the Authority's employees, consultants and agents; and
  - (b) recognises the approval of the Authority is intended merely as a procedure to enable the Authority to protect its legitimate interests as regards the Water Pumping Station as a public authority and without limitation shall not remove from the Proprietor of the

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(Sheet 42 of 66 Sheets)

### DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

Lot Burdened or in any way exonerate the Proprietor of the Lot Burdened of the responsibility of the Proprietor of the Lot Burdened for any works carried out by it or on its behalf.

- 14.6 If the Proprietor of the Lot Burdened does not comply with the provisions of this positive covenant then the Authority may carry out the works which the Proprietor of the Lot Burdened was required, but has failed, to carry out under this positive covenant and the costs incurred by the Authority in carrying out those works will be a debt due by the Proprietor of the Lot Burdened to the Authority payable on demand.
- 14.7 The terms of this positive covenant are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.
- 15 Terms of Positive Covenant (6) sixteenthly referred to in the Plan
- 15.1 The Proprietor of the Lot Burdened must:
  - (a) comply with the easement fourthly referred to in the Plan; and
  - (b) indemnify and keep indemnified the Authority against any liability or loss arising from and all costs, charges and expenses incurred by the Authority in connection with:
    - (i) a breach by the Proprietor of the Lot Burdened (or any of its employees, agents, officers or contractors) of its obligations under this positive covenant; and
    - (ii) anything done by the Proprietor of the Lot Burdened pursuant to this positive covenant; and
    - (iii) any approval given by the Authority under clause 4.2(c) of the easement fourthly referred to in the Plan or otherwise in connection with the Works (as defined in the easement fourthly referred to in the Plan); and
  - (c) if the Proprietor of the Lot Burdened is not a Public Authority, maintain with insurers and on terms (including a cross liability and waiver of subrogation clause but not including any exclusion or endorsement unless it is first approved by the Authority such approval not to be unreasonably withheld) approved by the Authority (which may not unreasonably withhold its approval) in the names of the Proprietor of the Lot Burdened and the Authority a public liability insurance in the sum of \$10,000,000 (or such higher amount as the Authority reasonably nominates) covering claims in respect of damage to any real or personal property and injury to or death of any person.

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(Sheet 43 of 66 Sheets)

## DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- 15.2 The Proprietor of the Lot Burdened acknowledges and agrees that the Authority is not liable for, and the Proprietor of the Lot Burdened releases to the Authority from, liability in respect of any damage:
  - (a) to property (real or personal) or injury (including death) to persons resulting from any break or damage to, or failure or defective state of, the Works (as defined in the easement fourthly referred to in the Plan) or any leak, overflow or escape of substances from those works; or
  - (b) to any Services installed or laid within the Land,
  - except to the extent that the damage or injury is caused by the negligent act or omission of the Authority.
- 15.3 The terms of this positive covenant are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.
- 16 Term of Positive Covenant (7) seventeenthly referred to in the Plan
- 16.1 If the Sewer Pumping Station is constructed before the Public Road the Proprietor of the Lot Burdened must construct a vehicular access road ("Access Road") to the standard reasonably required by the Authority over the area shown as (G3) on the Plan from Bowman Street West to Lot 32 in the Plan.
- 16.2 The Proprietor of the Lot Burdened must:
  - (a) Maintain and keep in good Repair the Access Road erected or to be erected on the Land to as near as practicable to the condition of the Access Road as at the date the Access Road were constructed or installed on the Land (subject to fair wear and tear); and
  - (b) without limiting clause 7.1(a) of the easement seventhly referred to in the Plan, obtain the consent of the Authority to the carrying out of any proposed Development on the Land (except Maintenance and Repair)
    - where that Development affects the structure, support, access to or efficient operation of the Access Road; and
  - (c) to the full extent of its ability, protect the Access Road against any damage or destruction; and

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### DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (d) Repair the Access Road to the standard required by the covenant contained in paragraph (a) of this public positive covenant if there is any damage or destruction (whether partial or total) to the Access Road; and
- (e) indemnify and keep indemnified the Authority against any liability or loss arising from and all costs, charges and expenses incurred by the Authority in connection with:
  - (i) a breach by the Proprietor of the Lot Burdened (or any of its employees, agents, officers or contractors) of its obligations under this positive covenant; and
  - (ii) anything done by the Proprietor of the Lot Burdened pursuant to this positive covenant; and
  - (iii) any approval given by the Authority under clause 7.1(b) or otherwise in connection with the Access Road; and
- maintain with insurers and on terms (including a cross liability and waiver of subrogation clause but not including any exclusion or endorsement unless it is first approved by the Authority such approval not to be unreasonably withheld) approved by the Authority (which may not unreasonably withhold its approval) in the names of the Proprietor of the Lot Burdened and the Authority a public liability insurance in the sum of \$10,000,000 (or such higher amount as the Authority reasonably nominates) covering claims in respect of damage to any real or personal property and injury to or death of any person caused or contributed by the existence or use of the Access Road (or any structural failure of or defect in it); and
- (g) comply with its obligations under the easement seventhly referred to in the Plan; and
- (h) comply with its obligations under any Community Management Statement registered on the title to the Land.
- 16.3 The Proprietor of the Lot Burdened acknowledges and agrees that the Authority is not liable for, and the Proprietor of the Lot Burdened releases to the Authority from, liability in respect of any damage:
  - (a) to property (real or personal) or injury (including death) to persons resulting from any break or damage to, or failure or defective state of, the Access Road or any leak, overflow or escape of substances from the Access Road; or
  - (b) to any Services installed or laid within the Land

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## DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

except to the extent that the damage or injury is caused by the negligent act of the Authority.

- The Proprietor of the Lot Burdened agrees that the Authority has no legal liability to the Proprietor of the Lot Burdened in respect of any damage or loss arising from or any costs, charges or expenses incurred in connection with the Authority giving any Approval or the works proposed to be carried out pursuant to that Approval and the Proprietor of the Lot Burdened releases the Authority from all such damage, loss, costs, charges and expenses.
- Neither the requirement to obtain the approval of the Authority nor any such approval given by the Authority shall in any way impose expressly or by implication any duty, obligation or liability upon the Authority in relation to the design or construction of the Development. The Proprietor of the Lot Burdened expressly acknowledges and confirms without reservation that the Proprietor of the Lot Burdened:
  - (a) is relying entirely on its own skill and judgement and that of its employees, consultants and agents in relation to any works and is in no way relying upon the skill and judgement of the Authority or any of the Authority's employees, consultants and agents; and
  - (b) recognises the approval of the Authority is intended merely as a procedure to enable the Authority to protect its legitimate interests as regards the Access Road as a public authority and without limitation shall not remove from the Proprietor of the Lot Burdened or in any way exonerate the Proprietor of the Lot Burdened of the responsibility of the Proprietor of the Lot Burdened for any works carried out by it or on its behalf.
- 16.6 If the Proprietor of the Lot Burdened does not comply with the provisions of this positive covenant then the Authority may carry out the works which the Proprietor of the Lot Burdened was required, but has failed, to carry out under this positive covenant and the costs incurred by the Authority in carrying out those works will be a debt due by the Proprietor of the Lot Burdened to the Authority payable on demand.
- The terms of this positive covenant are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.
- 16.8 This positive covenant extinguishes on the dedication of the Public Road.

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DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428

and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

17 Terms of Positive Covenant (8) eighteenthly referred to in the Plan

- 17.1 The Proprietor of the Lot Burdened must:
  - (a) without limiting clause 2.5(a) of the easement secondly referred to in the Plan, clause 3.1(a) of the easement thirdly referred to in the Plan and clause 9.2(a) of the easements ninthly and tenthly referred to in the Plan, obtain the consent of the Authority to the carrying out of any proposed Development on the Land (except Maintenance and Repair)

where that Development affects the structure, support, access to or efficient operation of the Water Works, the Sewerage Works or the Electrical and Telecommunications Works (each as defined in the easement secondly referred to in the Plan) and the Water Works (as defined in the easements ninthly and tenthly referred to in the Plan); and

- (b) indemnify and keep indemnified the Authority against any liability or loss arising from and all costs, charges and expenses incurred by the Authority in connection with:
  - (i) a breach by the Proprietor of the Lot Burdened (or any of its employees, agents, officers or contractors) of its obligations under this positive covenant;
  - (ii) anything done by the Proprietor of the Lot Burdened pursuant to this positive covenant; and
  - (iii) any approval given by the Authority under clause 2.5(b) of the easement secondly referred to in the Plan, clause 3.1(b) of the easement thirdly referred to in the Plan or clause 9.2(c) of the easements ninthly and tenthly referred to in the Plan or otherwise in connection with the Water Works, the Sewerage Works or the Electrical and Telecommunication Works (each as defined in the easement secondly referred to in the Plan) and the Water Works (as defined in the easements ninthly and tenthly referred to in the Plan); and
- (c) comply with its obligations under the easements secondly and thirdly referred to in the Plan; and
- (d) comply with its obligations under any Community Management Statement registered on the title to the Land.
- 17.2 The Proprietor of the Lot Burdened agrees that the Authority has no legal liability to the Proprietor of the Lot Burdened in respect of any damage or loss arising from or any costs, charges or expenses incurred in connection with the Authority giving any Approval or the

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### DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

works proposed to be carried out pursuant to that Approval and the Proprietor of the Lot Burdened releases the Authority from all such damage, loss, costs, charges and expenses.

- 17.3 Neither the requirement to obtain the approval of the Authority nor any such approval given by the Authority shall in any way impose expressly or by implication any duty, obligation or liability upon the Authority in relation to the design or construction of the Development. The Proprietor of the Lot Burdened expressly acknowledges and confirms without reservation that the Proprietor of the Lot Burdened:
  - is relying entirely on its own skill and judgement and that of its employees, consultants and agents in relation to any works and is in no way relying upon the skill and judgement of the Authority or any of the Authority's employees, consultants and agents; and
  - (b) recognises the approval of the Authority is intended merely as a procedure to enable the Authority to protect its legitimate interests as regards the Water Works, the Sewerage Works and the Electrical and Telecommunication Works (each as defined in the easement secondly referred to in the Plan) and the Water Works (as defined in the easements ninthly and tenthly referred to in the Plan) as a public authority and without limitation shall not remove from the Proprietor of the Lot Burdened or in any way exonerate the Proprietor of the Lot Burdened of the responsibility of the Proprietor of the Lot Burdened for any works carried out by it or on its behalf.
- 17.4 If the Proprietor of the Lot Burdened does not comply with the provisions of this positive covenant then the Authority may carry out the works which the Proprietor of the Lot Burdened was required, but has failed, to carry out under this positive covenant and the costs incurred by the Authority in carrying out those works will be a debt due by the Proprietor of the Lot Burdened to the Authority payable on demand.
- 17.5 The terms of this positive covenant are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.
- 17.6 This positive covenant extinguishes to the extent that it burdens those parts of the Land shown as (I3) and (J3) on the Plan when the easements ninthly and tenthly referred to in the Plan are extinguished as contemplated by clause 9.7.

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DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

## 18 Terms of Easement for Support 4.97 Wide nineteenthly referred to in the Plan

- 18.1 Full, free and unimpeded right for the Lot Benefited to have:
  - (a) any structure within the Lot Benefited as at the date of registration of this instrument and any subsequently constructed structure approved by the Authority from time to time; and
  - (b) the waterproof membrane and the public pathway referred to in clause 14.1(a), the safety wall, screen wall and sandstone cladding referred to in clause 14.1(b) and the public stairs and safety rail referred to in clause 14.1(c)

(each an "Approved Structure") supported, upheld and maintained vertically and horizontally by the soil of, and each structure on, the Land or any part of it which is capable of affording support.

- 18.2 Subject to clause 18.3, the Proprietor of the Lot Benefited:
  - has the right with any implements, machinery or tools necessary to enter on and within that part of the Land as may be reasonably necessary and to remain there for any reasonable time for the purposes of inspecting, repairing, maintaining or renewing the beams, columns, pillars, slabs, walls;
  - (b) must take all reasonable precautions to ensure as little disturbance or damage as possible to the Land and will as soon as reasonably possible restore the Land and nearly as practicable to its original condition and the Proprietor of the Lot Benefited shall exercise the rights granted by these easements so as not to interfere unduly or unreasonably with the rights of the Proprietor of the Lot Burdened.
- 18.3 The Proprietor of the Lot Benefited:
  - (a) must not exercise any of the rights referred to in clause 18.2 without the prior written approval of the Proprietor of the Lot Burdened (which may be given or withheld in its absolute discretion); and
  - (b) acknowledges that that approval:
    - (i) will be withheld if the Proprietor of the Lot Burdened considers in its absolute discretion that the exercise of those rights may:
      - (A) compromise the operation of, or require the shutdown of, the Water Pumping Station; or

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#### DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (B) damage any plant or equipment in it; and
- (ii) if given, may contain conditions (including as to safety, operational requirements, insurance, indemnities and security) as the Proprietor of the Lot Burdened may impose in its absolute discretion.

#### 18.4 Despite clause 18.1:

- (a) the Proprietor of the Lot Burdened;
  - (i) has no obligation to undertake any works either on the Land or the Lot Benefited to maintain the support referred to in clause 18.1; and
  - (ii) is not responsible for the structural integrity of any structure on the Land; and
  - (iii) gives no warranty as to the adequacy of any Structure on the Land to give the support referred to in clause 18.1 or as to the structural integrity of any Structure on the Land; and
- (b) the Proprietor of the Lot Benefited may not make any claim or demand on or against the Proprietor of the Lot Burdened because of any liability, loss, cost, charge or expense incurred because of the failure by the Proprietor of the Lot Burdened to Maintain or Repair any Structure on the Lot Burdened,

it being acknowledged that the only obligation of the Proprietor of the Lot Burdened in connection with this easement is to not do anything which will cause that support to be reduced (except anything which is consistent with the proper use of the Land and any Infrastructure in or attached to, it).

- The terms of this easement are covenants and agreements between the Proprietor of the Lot Burdened and the Proprietor of the Lot Benefited to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this easement.
- 18.6 Except to the extent provided for in this easement, the Proprietor of the Lot Burdened has no right under section 41 of the Act to claim compensation in respect of matters arising from the Authority exercising its rights, powers and authorities under this easement.
- 18.7 The terms of this easement are to be read in conjunction with positive covenant (5) fifteenthly referred to in the Plan.

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#### DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

#### 19 Terms of Positive Covenant (9) twentiethly referred to in the Plan

- 19.1 If the Proprietor of the Lot Burdened is a Community Association, the Proprietor of the Lot Burdened must facilitate at its own cost, the grant of the easements, the creation of public positive covenants and the transfer of land referred to in clause 10.1 of positive covenant (1) eleventhly referred to in the Plan.
- 19.2 The Proprietor of the Lot Burdened acknowledges that clause 10.1 of positive covenant (1) eleventhly referred to in the Plan restates an agreement between the Authority and Jacksons Landing Development Pty Limited (the registered proprietor of the Lot Burdened as at the date of this instrument) in connection with the provision of Infrastructure by Jacksons Landing Development Pty Limited.
- The terms of this positive covenant are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.
- 20 Terms of Positive Covenant (10) twenty-firstly referred to in the Plan
- 20.1 The Proprietor of the Lot Burdened must:
  - (a) construct an all-weather vehicular access road ("Access Road") to the standard reasonably required by the Authority over the area shown as (U3) on the Plan on or before the commencement of any residential occupation of the area designated "(W3) Future Development Area" in the Plan ("Occupation"); and
  - (b) grant the Authority an easement for access on such terms as the Authority reasonably requires burdening the Land on or before Occupation.
- 20.2 The Proprietor of the Lot Burdened must:
  - (a) Maintain and keep in good Repair the Access Road to as near as practicable to the condition of the Access Road as at the date the Access Road was constructed or installed on the Land (subject to fair wear and tear); and
  - (b) obtain the consent of the Authority to the carrying out of any proposed Development on the Land (except Maintenance and Repair) where that Development affects the structure, support, access to or efficient operation of the Access Road;
  - (c) to the full extent of its ability, protect the Access Road against any damage or destruction;

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#### DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (d) Repair the Access Road to the standard required by the covenant contained in clause 20.2(a) of this public positive covenant if there is any damage or destruction (whether partial or total) to the Access Road; and
- (e) indemnify and keep indemnified the Authority against any liability or loss arising from and all costs, charges and expenses incurred by the Authority in connection with:
  - (i) a breach by the Proprietor of the Lot Burdened (or any of its employees, agents, officers or contractors) of its obligations under this positive covenant; and
  - (ii) anything done by the Proprietor of the Lot Burdened pursuant to this positive covenant; and
  - (iii) any approval given by the Authority in connection with the Access Road; and
  - (iv) any damage to any real or personal property and injury to or death of any person caused or contributed to by the existence or use of the Access Road; and
- (f) maintain with insurers and on terms (including a cross liability and waiver of subrogation clause but not including any exclusion or endorsement unless it is first approved by the Authority such approval not to be unreasonably withheld) approved by the Authority (which may not unreasonably withhold its approval) in the names of the Proprietor of the Lot Burdened and the Authority a public liability insurance in the sum of \$10,000,000 (or such higher amount as the Authority reasonably nominates) covering claims in respect of damage to any real or personal property and injury to or death of any person; and
- (g) comply with its obligations under any Community Management Statement registered on the title to the Land.
- The Proprietor of the Lot Burdened acknowledges and agrees that the Authority is not liable for, and the Proprietor of the Lot Burdened releases to the Authority from, liability in respect of any damage:
  - to property (real or personal) or injury (including death) to persons resulting from any break or damage to, or failure or defective state of, the Access Road or any leak, overflow or escape of substances from the Access Road; or
  - (b) to any Services installed or laid within the Land

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#### DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

except to the extent that the damage or injury is caused by the negligent act of the Authority.

- 20.4 The Proprietor of the Lot Burdened agrees that the Authority has no legal liability to the Proprietor of the Lot Burdened in respect of any damage or loss arising from or any costs, charges or expenses incurred in connection with the Authority giving any Approval or the works proposed to be carried out pursuant to that Approval and the Proprietor of the Lot Burdened releases the Authority from all such damage, loss, costs, charges and expenses.
- 20.5 Neither the requirement to obtain the approval of the Authority nor any such approval given by the Authority shall in any way impose expressly or by implication any duty, obligation or liability upon the Authority in relation to the design or construction of the Development. The Proprietor of the Lot Burdened expressly acknowledges and confirms without reservation that the Proprietor of the Lot Burdened:
  - (a) is relying entirely on its own skill and judgement and that of its employees, consultants and agents in relation to any works and is in no way relying upon the skill and judgement of the Authority or any of the Authority's employees, consultants and agents; and
  - (b) recognises the approval of the Authority is intended merely as a procedure to enable the Authority to protect its legitimate interests as regards the Access Road as a public authority and without limitation shall not remove from the Proprietor of the Lot Burdened or in any way exonerate the Proprietor of the Lot Burdened of the responsibility of the Proprietor of the Lot Burdened for any works carried out by it or on its behalf.
- 20.6 If the Proprietor of the Lot Burdened does not comply with the provisions of this positive covenant then the Authority may carry out the works which the Proprietor of the Lot Burdened was required, but has failed, to carry out under this positive covenant and the costs incurred by the Authority in carrying out those works will be a debt due by the Proprietor of the Lot Burdened to the Authority payable on demand.
- 20.7 The terms of this positive covenant are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.
- 20.8 This positive covenant and any easement for access granted to the Authority under clause 20.1(b) extinguishes on the date the Access Road is dedicated as a public road (within the meaning of the Roads Act, 1993).

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## DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- Terms of Easement for Telecommunication Purposes 1.2 Wide (U2) twenty-secondly referred to in the Plan
- 21.1 Telstra Corporation Limited and every person authorised by it shall have the full and free right from time to time at all times to:
  - (a) construct, lay down, erect, replace, repair and remove any cables and any cable ducts, tunnels, culverts, bridges, cable joints, permanent marker posts, manhole, cable pits and other apparatus for the transmission of telephone, television, radio control signals, electric signals and/or currents for other incidental purposes, under, over, through and beneath the surface of the Land at such heights or depths as Telstra Corporation Limited may reasonable determine;
  - (b) as often as may be necessary, bring and place upon the Lot Burdened or remove from the Lot Burdened all materials, apparatus, instruments, machinery, tools, implements, appliances and articles; and
  - (c) to perform all other incidental acts and things as may be reasonably necessary or required.
- 21.2 In exercising those powers, Telstra Corporation Limited must:
  - (a) ensure that all work is done properly;
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
  - (c) cause as little damage as is practicable to the Lot Burdened and any improvement;
  - (d) restore the Lot Burdened as nearly as practicable to its former condition;
  - (e) make good any collateral damage;
  - indemnify the owner of the Lot Burdened against all claims, actions, demands or damages incurred by the owner of the Lot Burdened in relation to any accident or injuries occurring to servants, agents or employees of Telstra Corporation Limited arising from the exercise by Telstra Corporation Limited of its rights under this easement; and
  - (g) not unreasonably interfere with the use and enjoyment of the land by the owner of the Lot Burdened except in the use of this easement.

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# DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)

Tower Building, Australia Square, Sydney

- 21.3 Telstra Corporation Limited has the right to erect on the Lot Burdened area indicators of the location of the easement area.
- 21.4 The owner of the Lot Burdened agrees that the owner of the Lot Burdened will:
  - (a) permit Telstra Corporation Limited the right to construct facilities within the Land designated by Telstra Corporation Limited;
  - (b) permit Telstra Corporation Limited the right to use and enjoy the Lot Burdened as set out in this clause 21;
  - (c) take reasonable care not to damage or interfere with apparatus of Telstra Corporation Limited within the Lot Burdened;
  - (d) not erect any buildings or structures on or over that part of the Lot Burdened containing Telstra Corporation Limited apparatus within the Lot Burdened.
  - Terms of Easement for Support 4.97 and 5.27 Wide twenty-thirdly referred to in the Plan
  - The Proprietor of the Lot Burdened grants to the Proprietor of the Lot Benefited the right for the entrance door to the Water Pumping Station to be supported by the structure on the Land to which the door is attached.
  - 22.2 The terms of this easement are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this easement.
  - 22.3 The terms of this easement are to be read in conjunction with positive covenant (11) twenty-fourthly referred to in the Plan.
  - Terms of Positive Covenant (11) twenty-fourthly referred to in the Plan
  - 23.1 The Proprietor of the Lot Burdened must:
    - (a) comply with the easement twenty-thirdly referred to in the Plan; and
    - (b) Maintain and keep the structure on the Land providing support under the easement twenty-thirdly referred to in the Plan in good repair such that the support provided under that easement is not affected; and

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## DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

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- (c) not make or allow to be made any alteration to the structure on the Land providing support under the easement twenty-thirdly referred to in the Plan which would affect the support provided under that easement; and
- (d) indemnify and keep indemnified the Authority against:
  - all costs, charges and expenses incurred by the Authority in connection with work to adjust the entrance door to the Water Pumping Station (in order to ensure that it opens and closes properly) required as a result of any differential settlement of the Water Pumping Station and the structure on the Land providing support under the easement twenty-thirdly referred to in the Plan (including costs of installing a temporary door while those works to the permanent door are carried out); and
  - (ii) any liability or loss arising from and all costs, charges and expenses incurred by the Authority in connection with a breach by the Proprietor of the Lot Burdened (or any of its employees, agents, officers or contractors) of its obligations under this positive covenant.
- 23.2 The Proprietor of the Lot Burdened acknowledges and agrees that the Authority is not liable for, and the Proprietor of the Lot Burdened releases to the Authority from, liability in respect of any damage to the structure on the Land providing support under the easement twenty-thirdly referred to in the Plan except to the extent that the damage or injury is caused by the negligent act or omission of the Authority.
- 23.3 The terms of this positive covenant are covenants and agreements between the Authority and the Proprietor of the Lot Burdened to the intent that those covenants and agreements are annexed to and pass with the benefit and burden of this positive covenant.

#### 24 Positive Covenants

Positive covenants (1) to (11) inclusive referred to in the Plan are imposed under section 88E of the Conveyancing Act, 1919.

#### **25 GST**

25.1 If GST is imposed on any supply made pursuant to this instrument the recipient must pay to the supplier, in addition to any consideration payable, or to be provided, by the recipient under this instrument for the supply, an additional amount for the supply calculated by multiplying the prevailing GST rate by the consideration for the relevant supply payable, or to be provided (without any deduction or set-off) by the recipient under any other clause in this instrument.

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### DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

Any amount payable by the recipient under this clause is payable upon demand by the supplier whether such demand is by means of an invoice or otherwise.

- The supplier must provide the recipient with a tax invoice to allow the recipient to claim a refund or credit of GST payable on the supply.
- In this clause, the expressions "consideration", GST", "supply", "supplier", "recipient" and "tax invoice" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999 or equivalent legislation which applies to government entities.

#### 26 Inconsistency

- 26.1 With respect to all easements and positive covenants created by this instrument:
  - if the rights, powers and authorities of the Authority under this instrument are inconsistent with the rights, powers and authorities of the Authority under the Act then the Act prevails; and
  - (b) if the obligations of the Authority under this instrument are inconsistent with the obligations of the Authority under the Act then this instrument prevails.

#### 27 Interpretation

- 27.1 In this instrument:
  - (a) Accredited Certifier means a person who is accredited by an Accreditation Body under section 109T of the EP&A Act.
  - (b) Act means the Sydney Water Act 1994.
  - (c) Application means:
    - (i) a Development Application; or
    - (ii) a Construction Certificate Application; or
    - (iii) any application to amend or vary a Development Consent (including without limitation a Modification); or
    - (iv) any application to a new Development Consent or a Construction Certificate; or

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### DP1011425

and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

Plan of Subdivision of Lot 28 in DP1010428

(v) any application for a Part 4A Certificate or a Complying Development Certificate,

in connection with the Lot Burdened (but excluding Lots 32 or 33 in the Plan or any other land owned by the Authority).

- Approvals means any approvals, consents, Part 4A Certificates, certificates, Construction Certificates, Occupation Certificates, Complying Development Certificates, permits, endorsements, conditions or requirements which may be required by Law or from the Authority for the commencement and carrying out of any works or which may be legally imposed on the Development.
- (e) Authority means Sydney Water Corporation its administrators, successors and assigns, or any other corporation serving the same or a similar function, and, where not repugnant to the context, includes the servants, agents and contractors of Sydney Water Corporation (or the corporation serving the same or a similar function).
- (f) Commissioning means the acceptance by the Authority of the Sewer Pumping Station or the Water Pumping Station (as the case may be) as being suitable for the purpose of providing the service for which the relevant pumping station was constructed.

  Commissioned has a corresponding meaning.
- (g) Community Management Statement has the meaning given to it in the Community Schemes Development Act, 1989.
- (h) Compliance Certificate means a certificate referred to in section 109C(1)(a) of the EP&A Act.
- (i) Complying Development Certificate means a complying development certificate referred to in section 85 of the EP&A Act.
- (i) Consent Authority has the meaning given to that term in the EP&A Act:
- (k) Construction Certificate Application means an application (including all plans, specifications and other materials) to the Council or an Accredited Certifier for a Construction Certificate.
- (i) Development means:
  - (i) the erection of a building, structure or part of a structure on the Lot Burdened;
  - (ii) the carrying out of work in, on, over or under the Lot Burdened.

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## DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (m) Development Application means an application (including plans and other materials) to a consent authority to carry out the Development.
- (n) **Development Consent** means any development consent required to be issued in connection with work to be carried out on the Lot Burdened by this positive covenant.
- (o) Drainage System One has the meaning given to it in clause 12.1(b).
- (p) Drainage System Two has the meaning given to it in clause 13.1.
- (q) Infrastructure means:
  - (i) the Water Works (as defined in clause 1.1 of easements firstly and secondly referred to in the Plan); and
  - the Sewerage Works (as defined in clause 1.2 of easements firstly and secondly referred to in the Plan);
  - (iii) the Works (as defined in easement fourthly referred to in the Plan;
  - (iv) the Sewer Pumping Station;
  - (v) the Water Pumping Station;
  - (vi) the Sewer Ventshaft;
  - (vii) the Electrical and Telecommunications Works; and
  - (viii) all other pipelines, ventilating shafts, sewers, mains, sub-mains, pumping stations, fittings, appurtenances and other works owned or used by the Authority on Lot 34 in the Plan.
  - (r) Land means:
    - (i) in respect of the easement firstly referred to in the Plan, the area designated (A3) in the Plan;
    - (ii) in respect of the easement secondly referred to in the Plan, the area designated (B3) in the Plan;
    - (iii) in respect of the easement thirdly referred to in the Plan, the area designated (C3) in the Plan;

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#### DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (iv) in respect of the easement fourthly referred to in the Plan, the area designated (D3) in the Plan;
- (v) in respect of the easement fifthly referred to in the Plan, the area designated (E3) in the Plan;
- (vi) in respect of the easement sixthly referred to in the Plan, the area designated (F3) in the Plan;
- (vii) in respect of the easement seventhly referred to in the Plan, the area designated (G3) in the Plan;
- (viii) in respect of the easement eighthly referred to in the Plan, the area designated (H3) in the Plan;
- (ix) in respect of the easement ninthly referred to in the Plan, the area designated (I3) in the Plan;
- in respect of the easement tenthly referred to in the Plan, the area designated (J3) in the Plan;
- (xi) in respect of positive covenant (1) eleventhly referred to in the Plan, the area designated (L3) in the Plan;
- (xii) in respect of positive covenant (2) twelfthly referred to in the Plan, the area designated (M3) in the Plan;
- (xiii) in respect of positive covenant (3) thirteenthly referred to in the Plan, the area designated (N3) in the Plan;
- (xiv) in respect of positive covenant (4) fourteenthly referred to in the Plan, the area designated (O3) in the Plan;
- (xv) in respect of positive covenant (5) fifteenthly referred to in the Plan, the area designated (P3) in the Plan;
- (xvi) in respect of positive covenant (6) sixteenthly referred to in the Plan, the area designated (Q3) in the Plan;
- (xvii) in respect of positive covenant (7) seventeenthly referred to in the Plan, the area designated (R3) in the Plan;

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### DP1011425

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Full name and address of owner of the land:

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (xviii) in respect of positive covenant (8) eighteenthly referred to in the Plan, the area designated (S3) in the Plan;
- (xix) in respect of easement nineteenthly referred to in the Plan, the area designated (K3) in the Plan;
- in respect of positive covenant (9) twentiethly referred to in the Plan, the area designated (T3) in the Plan;
- (xxi) in respect of positive covenant (10) twenty-firstly referred to in the Plan, the area designated (U3) in the Plan;
- (xxii) in respect of easement twenty-secondly referred to in the Plan, the area designated (U2) in the Plan;
- (xxiii) in respect of easement twenty-thirdly referred to in the Plan, the area designated (V3) in the Plan;
- (xxiv) in respect of positive covenant (11) twenty-fourthly referred to in the Plan, the area designated (X3) in the Plan.

#### (s) Law means:

- (i) the common law; and
- (ii) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations or by-laws,

present or future.

- (t) Lot Burdened means a lot burdened by an easement or positive covenant created by this instrument.
- (u) Maintenance means the continuous protective care of the item to be maintained. Maintain has a corresponding meaning.
- (v) Modification means a modification of the Development Consent pursuant to section 96 of the EP&A Act.
- (w) Occupation Certificate means a certificate referred to in section 109C(1)(c) of the EP&A Act.

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# DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

- (x) Part 4A Certificate means a certificate referred to in section 109C(1)(a), (b), (c) or (d) of the EP&A Act.
- Proprietor of the Lot Benefited means every person (which term includes a corporation and any Owner's Corporation if the Lot Burdened is the subject of a strata subdivision under the Strata Schemes (Freehold Development) Act 1973 and any Community Association if the Lot Burdened is the subject of a subdivision under the Community Schemes Development Act, 1989) who is at any time entitled to an estate or interest in the Lot Benefited with which a right is capable of enjoyment, including without limitation any freehold or leasehold estate or interest in possession in the Lot Benefited and each part of the Lot Benefited with which a right is capable of enjoyment.
- Proprietor of the Lot Burdened means every person (which term includes a corporation and any Owner's Corporation if the Lot Burdened is the subject of a strata subdivision under the Strata Schemes (Freehold Development) Act 1973 and any Community Association if the Lot Burdened is the subject of a subdivision under the Community Schemes Development Act, 1989) who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation, any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.
- (aa) Public Road means the road to be constructed on the area designated "A3" in the Plan and dedicated to the public within the meaning of the Roads Act 1993.
- (bb) Repair in relation to an item means keep in good and substantial repair, and where the relevant item is no longer capable of repair, renew and replace (and upgrade when necessary) the item. Repairing has the corresponding meaning.
- (cc) Services means private electrical, gas, water, wastewater, power and stormwater pipes, conduits, cables, ducts, mains and similar structures.
- (dd) Sewer Pumping Station means the sewerage pumping station erected or to the erected (or any replacement or expanded sewerage pumping station) on Lot 32 in the Plan.
- (ee) Sewer Ventshaft means:
  - (i) the sewer ventline and ventshaft erected or to be erected on that part of Lot 34 designated (E) in the Plan by, on behalf of or at the direction of the Authority; and

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## DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)

Tower Building, Australia Square, Sydney

- (ii) all other pipes and structures associated with the sewer ventline and ventshaft referred to in paragraph (i) of this definition, erected by, on behalf of, or at the direction of the Authority which are within that part of Lot 34 designated (E) in the Plan; and
- (iii) all other structures erected on that part of Lot 34 designated (E) in the Plan by, on behalf of or at the direction of the Authority replacing, repairing, renewing or augmenting the structures referred to in paragraphs (i) and (ii) of this definition.
- (ff) Structure means any improvements from time to time erected on a Lot Burdened (other than the Sewer Ventshaft).
- (gg) Water Pumping Station means the water pumping station erected or to the erected on Lot 33 in the Plan and any replacement or expanded water pumping station.
- 27.2 In this instrument unless the contrary intention appears:
  - a reference to this instrument or another instrument includes any variation or replacement of any of them;
  - a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (c) the singular includes the plural and vice versa;
  - (d) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;
  - (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
  - (f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
  - (g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
  - (h) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

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# DP1011425

Full name and address of owner of the land:

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Jacksons Landing Development Pty Limited (ACN 073 932 206)

Tower Building, Australia Square, Sydney

- (i) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind; and
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this instrument.
- Name of person authorised to release, vary or modify the positive covenants referred to in the Plan

Sydney Water Corporation.

EXECUTED by JACKSONS LANDING DEVELOPMENT PTY

LIMITED by its Attorneys under a Power of Attorney dated 12 August 1999 registered Book 4253 No 741 who declare that they have not received any notice of the revocation of that Power of Attorney in the presence of:

Signature of witness

REBECCA GOODWIN

Name of witness

Will lutt RONALD CUTLER

Signature of Attorney

Signature of Attorney

KANULA

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#### DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)
Tower Building, Australia Square, Sydney

**EXECUTED** by WIRABAY LIMITED

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

Signature of witness

REBECCA GOODWIN

Name of witness

ZONALD CUTLER

Signature of Attorney

RIBERT S KAMUL

Signature of Attorney

**EXECUTED** by **RECO STAR PTE** 

LIMITED by its Attorneys under a Power of Attorney dated 21 October 1999 registered Book 4253 No 740 who declare that they have not received any notice of the revocation of that Power of Attorney in the presence of:

Cimeter of witness

Signature of witness

REBECCA GOODWIN

Name of witness

lal Cutt RONALD CUTLER

Signature of Attorney

RIBERT S LAMULA

Signature of Attorney

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### DP1011425

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)

Tower Building, Australia Square, Sydney

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

Signature of witness

REBECCA GOODWIN

Name of witness

Red Cutt TRONALD CUTLER

Signature of Attorney

ROBERT C KMMULA

Signature of Attorney

EXECUTED by CBA CORPORATE SERVICES (NSW) PTY LIMITED by

its Attorneys under a Power of Attorney dated 7 October 1999 registered Book 4252 No 638 who declare that they have not received any notice of the revocation of that Power of Attorney in the presence of:

Signature of witness

MONA HE

Name of witness

Signature of Attorney

PHIL JOHNSTON

Signature of Attorney

Nane

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED, RESTRICTIONS ON USE INTENDED TO BE CREATED AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTIONS 88B AND 88BA OF THE CONVEYANCING ACT 1919

(Sheet 66 of 66 Sheets)

# DP1011425

Zenon Michniewicz

Full name and address of owner of the land:

Plan of Subdivision of Lot 28 in DP1010428 and Easements within Lot 30 in DP1010428 and land in Volume 5018 Folio 1

Jacksons Landing Development Pty Limited (ACN 073 932 206)

Tower Building, Australia Square, Sydney

| - Excepted by MARINE MINISTERIAL HOLDING CORPORATION -  |                      |  |  |  |  |
|---|----------------------|--|--|--|--|
| By executing this Instrument the Delegate ) states that the Delegate has received no ) notice of revocation of that delegation. ) | Signature of Witness |  |  |  |  |
| SIGNED SEALED AND DELIVERED BY )  | Name of Witness      |  |  |  |  |

Signed for SYDNEY WATER CORPORATION by its Attorneys

STEPHEN RAYMOND COX

JEFFREY FRANCIS COLENSO

who hereby state at the time of executing this instrument have no notice of the revocation of the Power of Attorney Registered No. \$48 Book 4246 under the Authority of which this instrument has been executed.

Soler lose

Attorney

Attorney

Signature of Witness

MARTIN BRAMBLE

Name of Witness

C/- SYDNEY WATER.

Address of Witness



. (97) A

MANAGEMENT STATEMENT

AMENDED AND REVISED (AK48460)

# JACKSONS LANDING COMMUNITY MANAGEMENT STATEMENT

THIS MANAGEMENT STATEMENT REPLACES

THE ORIGINAL REGISTERED 16/5/2000

WHICH IS NOW FILED WITH

DEPARTMENTAL DEALING AK70385

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DP270215

# **COMMUNITY ASSOCIATION DP NO. 270215**

# "JACKSONS LANDING"

# **COMMUNITY MANAGEMENT STATEMENT**

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#### Warning

- A. The terms of this Management Statement are binding on:
- (a) the Community Association;
- (b) each Subsidiary Body; and
- (c) each person who is an Owner, lessee, Occupier or mortgagee in possession of a Lot.
- B. An Owner or Occupier of a Subsidiary Scheme is bound by the terms of:
- (a) this Management Statement;
- (b) the Neighbourhood Management Statement if the Subsidiary Scheme is a Neighbourhood Scheme; and
- (c) the by-law instrument of the Strata Scheme if the Subsidiary Scheme is a Strata Scheme.

#### **Definitions**

# A. Statutory Definitions

A word has the meaning given to it by a definition in the Community Titles Legislation if:

- (a) it is defined in the Community Titles Legislation; and
- (b) used but not defined in this Management Statement.

#### **B.** Further Definitions

In this Management Statement these terms (in any form) mean:

- "Acquisition Plan" an acquisition plan and transfer under section 34 Development Act 1989;
- "Annual General Meeting" an annual general meeting of the Community Association other than the first annual general meeting;
- "Architectural Standards" architectural standards prescribed under this Management Statement by:
- (a) the Community Association; or
- (b) each Subsidiary Body for its Subsidiary Scheme

and amended under this Management Statement;

- "Association Property" the Community Property and the Subsidiary Body Property of the Community Scheme;
- "Community Association" the community association constituted on registration of the Community Plan;
- "Community Development Lot" a lot that is not:

- (a) Community Property, a public reserve or a drainage reserve;
- (b) land that has become subject to a Subsidiary Scheme;
- (c) severed from the Community Scheme.

"Community Facilities" includes the following which are constructed or are to be constructed on Community Property:

- (a) Swimming Pool;
- (b) Tennis Courts;
- (c) The Station;
- (d) Gatehouse; and
- (e) Gym.

"Community Parcel" the land the subject of the Community Scheme;

"Community Plan" deposited plan number 270215;

"Community Property" lot 1 in the Community Plan and includes the Community Facilities;

**"Community Scheme"** the Community scheme constituted on registration of the Community Plan;

"Community Titles Legislation" the Development Act and the Management Act;

"Concept Plan" the plan of Community Property registered with these by-laws;

"Council" the council of the City of Sydney;

"Developer" Jacksons Landing Development Pty Limited ACN 073 932 206;

"Development Act" the Community Land Development Act 1989;

"Development Activities" any work which the Developer and all persons authorised by the Developer must do to complete any development on the Community Parcel including:

- (a) any form of demolition work, building work and work ancillary to or associated with building work on the Community Parcel;
- (b) the installation of services;
- (c) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (d) carrying out development in stages;
- (e) construction of the Community Facilities:
- (f) any form of work which the Developer, in its absolute discretion considers is necessary or desirable; and
- (g) the subdivision of land forming part of the Community Parcel by any means, including strata subdivision;

"Development Consent" consent orders of the Land and Environment Court dated 30 April 1999 to development application No. 1998/05087 as amended from time to time or any development consent in substitution either in whole or in part of the subject matter of the development consent;

**"Executive Committee"** the executive committee of the Community Association as constituted or elected under this Management Statement and the Management Act;

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# "Excluded Dog":

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a fila breazileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth government; and
- (h) an unregistered or dangerous dog under the Dog Act 1966;
- "Gatehouse" the gatehouse on Lot 1 in the Community Plan and shown on the Concept Plan;
- "General Meeting" an annual general meeting or a special general meeting of the Community Association;
- "Government Agency" a governmental or semi-government, administrative, fiscal or judicial department or entity, a statutory authority or the Council;
- **"Gym"** the gym which is or is to be constructed on Lot 1 in the Community Plan and shown on the Concept Plan;
- "House Lot" a lot within a Strata Plan that does not have an occupiable dwelling above or below the lot and includes a terrace house;
- "Land and Environment Court" the Land and Environment Court of New South Wales;
- **"Landscape Standards"** the landscape standards prescribed under this Management Statement by:
- (a) the Community Association; and
- (b) each Subsidiary Body for its Subsidiary Scheme

as amended under this Management Statement;

- "Landscaped Areas" any external landscaped areas of any Subsidiary Body Property;
- "Law" includes:
- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority;
- "Lot" a Community Development Lot or a Strata Lot;
- "Management Act" the Community Land Management Act 1989;
- "Management Statement" this community management statement;
- "Manager" the manager described in by-law 26;
- "Managing Agent" an agent appointed under s50 of the Management Act;
- "Minister" the Minister for Urban Affairs and Planning;
- "Ministerial Corporation" the Ministerial Corporation established under section 8 of the Environmental Planning and Assessment Act 1979;

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"Non-Occupying Owner" means an Owner who does not occupy a Lot in the Community Scheme

"Occupier" any person in lawful occupation of a Lot;

"Original Proprietor" the Owner or Owners of a Community Development Lot or Community Development Lots as at registration of the Community Plan;

"Owner" a person for the time being recorded in the register as entitled to an interest in fee simple in a Lot;

"Owners Corporation" an owners corporation created on registration of a Strata Plan;

"Permitted Person" a person on the Community Parcel with the express or implied consent of an Owner or Occupier, the Community Association or a Subsidiary Body;

"Plan" the plan attached and titled "Plan Showing Areas To Be Dedicated";

"Proposed Dedicated Property" any or all of the areas hatched in the Plan;

**"Public Authority"** the Ministerial Corporation, Sydney Harbour Foreshore Authority or any other public authority nominated by either of them, as the context requires;

"Real Estate Agency" the business of any one or more of the following:

- (a) inducing or attempting to induce any person to:
  - (i) make an offer to buy, sell, exchange, lease, assign or otherwise dispose of a Lot;
  - (ii) accept an offer to buy, sell, exchange, lease, assign or otherwise dispose of a Lot; or
  - (iii) enter into a contract to buy, sell, exchange, lease, assign or otherwise dispose of a Lot;
- (b) buying, selling, exchanging, leasing, assigning or otherwise disposing of a Lot, by any means including by auction;
- (c) collecting rents payable in relation to any lease of a Lot;
- (d) compiling for publication or compiling and publishing any document that contains a list relating solely or substantially to the acquisition or disposal of a Lot; or
- (e) operating serviced apartments;

# "Recreational and Other Facilities" any:

- (a) swimming pools, gymnasiums, spas, saunas, lounges, bicycle storage facilities, accessways or other facilities constructed within Subsidiary Body Property; or
- (b) audio and visual security cameras and other surveillance equipment installed on subsidiary Body Property;
- "Restricted User" an Owner or Occupier that uses their lot as a commercial office, restaurant or shop within the Community Plan;

"Rules" the rules made under this Management Statement;

"Security Key" a key, magnetic card or other device used to:

(a) open and close doors, gates, buildings or locks; or

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(b) operate alarms, security systems or communications systems;

"Security Service Manager" the security service manager appointed under by-law 27;

"Security Services" services for the prevention of any threat to the security or safety of:

(a) an Owner or Occupier; or

(b) any property situated on the Community Parcei;

# "Serviçe"

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means;
- (d) security systems; and
- (e) any other facility, supply or transmission;

"Service Line" a pipe, wire, cable, duct, conduit or pole by means of which a Service is, or is to be, provided the location of which is illustrated in the Services Plan;

"Service Provider" is a statutory or Government Agency or private company that provides a Service;

"Services Plan" the diagram showing the private services and statutory services registered with the Community Plan;

"Strata Lot" a lot in a Strata Plan;

"Strata Plan" a strata plan that subdivides a Community Development Lot;

"Strata Scheme" a strata scheme constituted on registration of a Strata Plan;

"Subsidiary Body" an Owners Corporation;

"Subsidiary Body Property" the common property of a Strata Scheme;

"Subsidiary Plan" a Strata Plan;

"Subsidiary Scheme" a Strata Scheme;

**"Swimming Pool"** the swimming pool which is or is to be constructed on lot 1 in the Community Plan and shown on the Concept Plan;

"Sydney Harbour Foreshore Authority" the Sydney Harbour Foreshore Authority established under section 10 Sydney Harbour Foreshore Authority Act 1998;

**"Tennis Courts"** the tennis courts which are or are to be constructed on Lot 1 in the Community Plan and shown on the Concept Plan;

"The Station" the community function centre which is constructed on Lot 1 in the Community Plan;

"Vehicle" includes a boat, trailer, caravan, car or any other towable item; and

"Works":

(a) a change to any building;

- (b) a change to any landscaping; or
- (c) the construction of a new building(s);

within the Community Parcel but excludes:

- (d) Development Activities; and
- (e) internal refurbishment to a building within a Lot.

# **Interpretation**

#### A. Construction

In this Management Statement a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a defined word or phrase, then other parts of speech and grammatical forms of that word or phrase have the corresponding meaning;
- (d) month or monthly means calendar month or calendar monthly;
- (e) quarter means calendar quarter;
- (f) a person includes:
  - (1) a corporation, partnership, joint venture and government body;
  - (2) the legal representatives, successors and assigns of that person; and
  - (3) where the context permits, the employees, agents, contractors and invitees of that person;
- (g) to a document includes a reference to that document as amended or replaced;
- (h) to a thing includes a part of that thing and includes a right;
- (i) by-law, attachment or annexure, means a by-law, schedule of or an attachment or annexure to this Management Statement;
- (j) Law includes all Law amending, consolidating or replacing them;
- (k) a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice or an instrument;
- (I) a provision of this Management Statement is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Management Statement or a particular provision;
- (m) to an asset includes all property of any nature including a business, a right, a revenue and a benefit;
- (n) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
- (o) the president of a body or authority means, in the absence of a president, the senior officer of the body or authority or any other person fulfilling the duties of the president;

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- (p) "\$", "A\$", "Australian dollars" or "dollars" is a reference to the lawful tender of the Commonwealth of Australia; and
- (g) "including" and similar expressions are not words of limitation.

# B. Parties bound jointly and individually

A covenant, representation, warranty or an agreement between more than 1 person binds them jointly and severally.

#### C. Headings

- (a) Headings and bolding are for guidance only and do not affect the construction of this Management Statement.
- (b) The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Management Statement.

#### D. Severability

- (a) If the whole or any part of a provision of a by-law is void, unenforceable or illegal:
  - (1) it is severed; and
  - (2) the remainder of these by-laws have full force and effect.
- (b) This clause has no effect if the severance alters the basic nature of this Management Statement or is contrary to public policy.

# **E. Community Association Approval**

- (a) A person must make an application for approval of the Community Association or the Executive Committee under this Management Statement in writing.
- (b) Subject to an express provision in this Management Statement, the Community Association and the Executive Committee may in their absolute discretion:
  - (1) give approval conditionally or unconditionally; or
  - (2) withhold their approval.
- (c) Subject to an express provision in this Management Statement or any provision of the Community Titles Legislation, consents by the Community Association under this Management Statement may be given by:
  - (1) the Community Association at a general meeting; or
  - (2) the Executive Committee at an Executive Committee meeting.

# F. Community Association Exercise of Rights

- (a) The Community Association may exercise a right, power or remedy:
  - (1) at its discretion; and
  - (2) separately or concurrently with another right, power or remedy.
- (b) A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy.
- (c) Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise later.

# Part 1 - By-Laws Fixing Details of Development

#### Amendments to by-laws

These by-laws concern the control and preservation of the essence or theme of the Community Scheme and may only be amended or revoked by a unanimous resolution of the Community Association. (See section 17(2) of the Management Act).

# By-law 1. Architectural Standards and Landscape Standards

#### **Standards**

- **1.1** The Community Association may prescribe and amend Architectural Standards and Landscape Standards for the Community Parcel.
- **1.2** A Subsidiary Body may prescribe Architectural Standards and Landscape Standards for a Subsidiary Scheme.
- **1.3** If a Subsidiary Body prescribes Architectural Standards and Landscape Standards under this by-law:
- (a) the Subsidiary Body must promptly serve on the Community Association a copy of any Architectural Standards and Landscape Standards prescribed; and
- (b) thereafter the Community Association is responsible for those Architectural Standards and Landscape Standards.
- **1.4** If Architectural Standards and Landscape Standards are prescribed under this by-law, then the parties bound by this Management Statement are bound by those Architectural Standards and Landscape Standards.

#### Conflict

**1.5** If there is a conflict between the Architectural Standards or Landscape Standards as prescribed by a Subsidiary Body and the Architectural Standards or Landscape Standards as prescribed by the Community Association, the Architectural Standards and Landscape Standards of the Community Association prevail.

#### Application to amend

- **1.6** An Owner or Occupier may request the Community Association to amend for that Lot the Architectural Standards or the Landscape Standards or both.
- **1.7** A Subsidiary Body may request the Community Association to amend the Architectural Standards or the Landscape Standards or both.
- **1.8** An application must contain sufficient detail of the proposed amendments to enable the Community Association or the Subsidiary Body or both of them to understand with reasonable certainty the nature and extent of the proposed amendments.

#### **Decision of Community Association**

- **1.9** The Community Association must refer an application to amend the Architectural Standards or Landscape Standards or both to a General Meeting for the decision by that General Meeting.
- **1.10** The Community Association may, in order to determine an application, request additional information, reports or documents.
- **1.11** By unanimous resolution, the Community Association may amend the Architectural Standards or Landscape Standards or both.

## Copy of Standards to be provided

**1.12** If the Community Association amends the Architectural Standards or Landscape Standards, then the Community Association must, within a reasonable time, deliver a copy of the amendments to:

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- (a) each Subsidiary Body; and
- (b) each owner of a Community Development Lot.
- **1.13** If requested by an Owner or Subsidiary Body, the Community Association must provide, at the reasonable cost of that Owner or Subsidiary Body, a current copy of the Architectural Standards and Landscape Standards or both.
- **1.14** If requested by an Owner, a Subsidiary Body must provide, at the reasonable cost of that Owner, a current copy of the Architectural Standards and Landscape Standards or both for that Subsidiary Scheme.

# By-law 2. Building Works and Alterations

#### **Approvals**

- **2.1** A person must not carry out Works on any Lot, Community Property or Subsidiary Body Property unless that person first obtains the written consent of the Executive Committee.
- **2.2** In addition to the approval of the Executive Committee under by-law 2.1, a person must obtain the consent of:
- (a) the relevant Subsidiary Body; and
- (b) if required, the Council or other Government Agency.

#### **Plans and Specifications**

- **2.3** Any party seeking approval for the carrying out of any Works must submit plans and specifications for the approval of the Executive Committee.
- **2.4** The Executive Committee may retain the services of an independent consultant with special skills and expertise in:
  - (a) architecture;
  - (b) landscaping; or
  - (c) any other relevant discipline

to advise and assist the Executive Committee in performing its powers under this by-law. The costs of the independent consultant may be charged to the lot account of the Owner seeking approval for the carrying out of Works as if they were a contribution under the *Community Land Management Act 1989*, with all the same rights of recovery to apply.

# **Decision of Executive Committee**

- **2.5** In making its decision on whether to consent to an application to carry out Works, the Executive Committee must ensure that the proposed Works:
- (a) are consistent with the essence or theme of the Community Scheme; and
- (b) comply with the Architectural Standards and Landscape Standards.
- **2.6** To assist the Executive Committee with its decision on any plans and specifications, the Executive Committee may request a person to submit:
- (a) additional plans and specifications;
- (b) additional information, reports or documents;
- (c) details of changes to be made to the plans and specifications if a Government Agency or Council or both require those changes; and
- (d) any other relevant information, facts or material.
- **2.7** If the Executive Committee does not make a decision within 3 months after receiving all information required to make a decision, then it has not approved the Works.

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**2.8** If the Executive Committee approves the Works, then that approval does not prevent the Executive Committee from disapproving or approving with conditions future Works of the same or similar nature.

## **Expert Determination**

- **2.9** A party must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under by-law 2.10.
- **2.10** In the event a person disputes that the Executive Committee has properly applied the Architectural Standards and Landscape Standards in making a determination under this by-law, then the matter can be referred to an expert determinator as appointed by the President of the Australian Institute of Architects.
- **2.11** A decision of the expert determinator appointed under by-law 2.10, is a decision of the Executive Committee and binds all parties.

# Conditions of Approval and Bond

- **2.12** The Executive Committee may require an applicant to deposit a bond of a kind and upon conditions acceptable to the Executive Committee to be held on account of any damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works.
- **2.13** Subject to by-law 2.14 any bond lodged under this by-law must be returned to the applicant within 90 days after:
- (a) notification by the applicant of completion of the Works; and
- (b) request for return of the bond.
- **2.14** The Executive Committee can deduct from the Bond a reasonable amount (if any) for damage to Community Property or Subsidiary Body Property.

#### Works

- **2.15** Prior to the carrying out of any Works, a party must obtain the necessary approvals in accordance with this by-law.
- 2.16 During the carrying out of any Works, a party must:
- (a) ensure no damage to Service Lines, pipes or services within the Community Scheme;
- (b) ensure that the Works are carried out in a proper and workmanlike manner;
- (c) ensure the Works are carried out to the satisfaction of the appropriate Subsidiary Body, the Community Association and, if appropriate, the Council or other Government Agency;
- (d) repair any damage caused to Community Property or Subsidiary Body Property or both as a result of the Works; and
- (e) carry out the Works promptly.
- **2.17** No Works will be permitted to be constructed or remain unless approval has been obtained under this by-law and the provisions of this by-law 2 have been complied with.

# By-law 3. External Fixtures

#### Appearance

- **3.1** An Owner or Occupier or a Subsidiary Body may only construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property anything which can be seen from outside the Lot, Community Property or Subsidiary Body Property if that Owner or Occupier first obtains the approval of the Executive Committee.
- **3.2** By-law 3.1 only applies if in the reasonable opinion of the Community Association the thing which can be seen from outside the Lot, Community Property or Subsidiary Body Property:

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- (a) is not in keeping with the building on or the landscaped areas of the Lot, Community Property or Subsidiary Body Property; or
- (b) does not comply with:
  - (1) the Architectural Standards;
  - (2) the Landscape Standards; or
  - (3) both.

**Transmitting and Receiving Devices** 

- **3.3** A Subsidiary Body must not construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property any television, radio or other aerial antenna, dish or tower or any other transmitting or receiving device:
- (a) which is constructed or installed above the front elevation of a roof in a House Lot, Community Property or Subsidiary Body Property; or
- (b) which can be seen from outside the House Lot, Community Association or Subsidiary Body Property

Air-conditioning

- **3.4** An Owner or Occupier, the Community Association or a Subsidiary Body must not install or maintain on or in a Lot, Community Property or Subsidiary Body Property any air-conditioning unit:
- (a) which emits noise which is 5 DBA above the ambient background noise;
- (b) unless the approval of the Executive Committee has been obtained under by-law 2; and
- (c) in the case of a Strata Lot, unless:
  - (1) the installation parameters forming part of the Architectural Standards has been complied with; and
  - (2) a certification has been provided to the Executive Committee by an electrical consultant certifying that the switchboard for the Lot has capacity to cater for the additional load resulting from that air-conditioning unit.

**Approval of Executive Committee** 

- **3.5** Without limiting this by-law, a person must obtain the written consent of the Executive Committee before that person places on a Lot, Community Property or Subsidiary Body Property:
- (a) subject to by-laws 3.6 and 3.7, any signs, placards, banners, notices or advertisements;
- (b) shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens;
- (c) television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;
- (d) any solar energy collector panels and equipment associated with them;
- (e) any energy conservation equipment; or
- (f) a solar hot water system and equipment associated with it.
- **3.6** In addition to the approval of the Executive Committee required under by-law 3.5, a person must obtain the consent of:
- (a) the relevant Subsidiary Body; and
- (b) if required, the Council or other Government Agency.

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# By-law 4. Maintenance

**4.1** An Owner or Occupier must keep that Owner's or Occupier's Lot clean and tidy and in good repair and condition.

#### **Exterior Maintenance**

- **4.2** An Owner or Occupier (and in the case of a Strata Lot, the Owners Corporation) must carry out all maintenance and repairs to the exterior of the building on the Lot:
- (a) in a proper and workmanlike manner;
- (b) promptly;
- (c) to the reasonable satisfaction of the Community Association; and
- (d) in compliance with the Architectural Standards and the Landscape Standards.

#### **Community Association to give notice**

- **4.3** The Community Association may give a notice to an Owner or Occupier or an Owners Corporation requiring that Owner or Occupier or Owners Corporation to comply with the terms of this by-law.
- **4.4** If an Owner or Occupier or Owners Corporation does not comply with this by-law, then the Community Association may exercise its rights under by-law 23.2.

# Maintenance of Subsidiary Body Property

- 4.5 Each Subsidiary Body must maintain its respective Subsidiary Body Property:
- (a) in a proper and workmanlike manner;
- (b) regularly;
- (c) to the reasonable satisfaction of the Community Association; and
- (d) in compliance with the Architectural Standards and the Landscape Standards.

# Part 2 - Restricted Community Property

# Amendment to by-laws

These by-laws may not be amended during the Initial Period and may only be amended after the expiry of the Initial Period by special resolution and with the written consent of each person entitled by the by-law to use the restricted Community Property. (See section 54 of the Management Act.)

#### By-law 5. Recreational and Other Facilities

- **5.1** If a Community Development Lot is to be subdivided by a Subsidiary Plan, the Owner of that Community Development Lot may arrange for the Subsidiary Body created on registration of that Subsidiary Plan to grant restricted use of any Recreational and Other Facilities to the Community Association.
- **5.2** The restricted use referred to in this by-law is a special privilege for the Community Association to control, manage, operate, maintain and replace the Recreational and Other Facilities.
- **5.3** The Community Association accepts all grants of restricted use of any Recreational and Other Facilities.
- **5.4** The use of any Recreational and Other Facilities may be restricted to the Owners of certain Subsidiary Schemes.

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- **5.5** If any Recreational and Other Facilities are restricted to the Owners of certain Subsidiary Schemes, the Subsidiary Bodies of those Subsidiary Schemes may grant the restricted use by bylaw or agreement. The by-law or agreement must state that:
- (a) the Community Association is responsible for the control, management, operation, maintenance and replacement of the Recreational and Other Facilities; and
- (b) those Subsidiary Bodies must reimburse the Community Association for the cost of the respective Recreational and Other Facilities in proportion to their respective unit entitlement as stated on the Community Plan.
- **5.6** If any of the Recreational and Other Facilities restricted under this by-law includes a swimming pool, then the by-law instrument for any Subsidiary Scheme must include the terms and conditions set out in by-law 7.11.
- **5.7** The Community Association may enter into agreements with third parties about the control, management, maintenance and replacement of the Recreational and Other Facilities.

# Part 3 - Mandatory Matters

# Amendment to by-laws

These by-laws may only be amended or revoked by a special resolution of the Community Association (See section 14(3)(C) of the Management Act).

# **By-law 6. Community Property**

- **6.1** The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.
- **6.2** An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to Community Property:
- (a) leaves anything on Community Property;
- (b) obstructs the use of Community Property;
- (c) uses any part of the Community Property for the Owner's or Occupier's own purposes;
- (d) erects on Community Property any structure;
- (e) attaches to Community Property any item;
- (f) does or permits anything which might damage Community Property; or
- (g) alters Community Property.
- 6.3 An Owner or Occupier must:
- (a) give notice to the Community Association of any damage to or defect in the Community Property immediately after an Owner or Occupier becomes aware of any such damage or defect;
- (b) use anything on the Community parcel only for the purpose for which it was constructed or provided; and
- (c) only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Owner or Occupier or a Permitted Person.

# **By-law 7. Community Facilities**

- **7.1** Subject to by-laws 7.2 and 7.6 the Community Facilities are available for use by Owners and Occupiers and Permitted Persons, and, in the case of the Tennis Courts as referred to in by-law 7.3 and by-law 29, members of the public.
- **7.2** The Community Association is responsible for the control management, operation, maintenance and repair of the Community Facilities.

#### **Tennis Courts**

- 7.3 The Tennis Courts are available:
- (a) for use by an Owner or Occupier; and
- (b) for use and hire by members of the public.
- **7.4** The Tennis Courts will be available for hire six days per week (excluding Sunday) between the times of 8am to sunset or such other times as nominated by the Executive Committee.
- 7.5 By-law 29 confers a right on members of the public to hire and use the Tennis Courts.

#### **Restricted Users**

- 7.6 The Restricted Users:
- (a) cannot use The Station or the Gym;
- (b) must make a booking with the Manager appointed under by-law 26 before using the Swimming Pool and the Tennis Courts; and
- (c) can only use the Swimming Pool and the Tennis Courts between the hours of 6.30am and 7.30pm Monday to Friday.
- **7.7** If a booking is made under by-law 7.6(b) the Manager appointed under by-law 26 will provide the Restricted User with a Security Key in accordance with by-law 21 and the Restricted User must return the Security Key at the end of the booking.

#### Gym

- 7.8 The following terms and conditions apply to the use of the Gym:
- (a) the Gym may only be used between the hours of 6.00am and 8.00pm or other hours nominated from time to time by the Executive Committee.
- (b) children under the age of 12 years of age may use the Gym only if accompanied and supervised by an adult; and
- (c) all users must be appropriately attired and wear shoes.

## **Swimming Pool**

- 7.9 The following terms and conditions apply to the use of the Swimming Pool:
- (a) the Swimming Pool may only be used between the hours of 6.00am and 8.00pm or other hours nominated from time to time by the Community Association;
- (b) children under the age of 12 years of age may use the swimming pool only if accompanied and supervised by an adult;
- (c) glass objects, drinking glasses and sharp objects are not permitted in the Swimming Pool;
- (d) running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool; and

(e) Swimming Pool equipment must not be interfered with, operated or adjusted except with the approval of the Community Association.

# The Station 7.10

- (a) The Community Association property includes a building located at Bowman Street Pyrmont known as The Station;
- (b) The Executive Committee of the Community Association may from time to time by majority resolution determine such Rules as it deems necessary for the proper, safe and orderly management of The Station and upon such determination must ensure the members of the Community Association are notified of the Rules;
- (c) Any Owner or resident may apply in writing to the Executive Committee of the Community Association for consent to use The Station for an Approved Purpose provided that the Owner or resident:
  - (1) agrees to abide by any Rules; and
  - (2) agrees to affect any additional insurance cover deemed necessary in the circumstances by the Managing Agent of the Community Association.
- (d) Any Owner or resident who makes an application for consent to use The Station for an Approved Purpose is hereby deemed to have indemnified and keep indemnified the Community Association for any injury, loss or damage which may be caused as a result of such use;
- (e) An Approved Purpose is determined in the Rules as made by the Community Association from time to time;
- (f) If more than one Owner or resident seeks consent to use The Station on identical dates, the Executive Committee of the Community Association must reasonably apply the Rules made pursuant to this by-law in giving their consent;
- (g) The Executive Committee of the Community Association may from time to time delegate to the Estate Manager any of its decision making functions under this by-law.

# Use of the Station, Swimming Pool and Gym

**7.11** Notwithstanding anything contained in this by-law, Non-Occupying Owners cannot use The Station, Swimming Pool or Gym.

# By-law 8. Internal Fencing

#### **Restrictions on Construction**

- **8.1** An Owner or Occupier (in the case of a Strata Lot, the Owners Corporation) is not permitted to:
- (a) erect a fence on the front street alignment or between the front street boundary and the building line as fixed by a Government Agency;
- (b) replace any fence on a Lot or Subsidiary Body Property unless:
  - (1) the materials are of the same standard and quality as the fence constructed at the time of registration of the relevant plan; and
  - (2) the replacement fence is constructed in the same location as the original fence constructed at the time of registration of the relevant plan; or
- (c) construct any new fence on a Lot or Subsidiary Body Property without the approval of the Executive Committee.

- **8.2** In addition to the approval of the Executive Committee required under by-law 8.1(c), a person must obtain the consent of:
- (a) the relevant Subsidiary Body; and
- (b) if required, the Council or other Government Agency.

## **External & Internal**

**8.3** The Dividing Fences Act 1991 applies to any external and internal boundary fences erected within the Community Scheme.

#### Architectural and Landscape Standards

**8.4** A fence erected within the Community Scheme must comply with the Architectural and the Landscape Standards.

# Community Property and Subsidiary Body Property Fencing

- **8.5** The Community Association is responsible for the maintenance and replacement of fencing of Community Property.
- **8.6** A Subsidiary Body is responsible for the maintenance and replacement of common fences between Community Property and Subsidiary Body Property.
- 8.7 By-law 8.5 does not apply if a person using Common Property damages the fencing.

# By-law 9. Garbage

- **9.1** Each Owner and Occupier must secure and store that person's container for garbage and recyclable materials so that it:
- (a) is hidden from view from outside the Lot; and
- (b) does not emit odours.
- **9.2** Each Owner and Occupier may place that person's container, on the Council nominated collection days, at the front of the Community Property or in other locations nominated by the Council or the Community Association.
- **9.3** A person must ensure that a container is placed in view only for the minimum time that will permit collection.
- **9.4** An Owner or Occupier must comply with any rules or by-laws about garbage collection and the recycling of garbage made by:
- (a) a Government Agency;
- (b) the Community Association:
- (c) a Subsidiary Body; or
- (d) this Management Statement.

#### By-law 10. Services

#### **Provision of Services**

- 10.1 The following Services may be provided as shown on the Services Plan:
- (a) private sewer;
- (b) private water;
- (c) AGL gas mains;
- (d) private gas;
- (e) Telstra telecommunication lines;
- (f) private telecommunication networks;
- (g) private stormwater;
- (h) private security lines and structures;
- (i) Energy Australia electricity lines; and
- (j) private electrical.

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#### **Maintenance of Services**

- **10.2** The Service Providers must maintain and repair the Service Lines under any statutory rights of the Service Provider.
- **10.3** The Community Association must maintain and repair the Service Lines set out in by-law 10.1 other than those which Service Providers are responsible for under by-law 10.2.

#### Statutory Easements

**10.4** On installation of a Service Line, a statutory easement will be created over parts of the Community Property designated on the Services Plan for the provision of Services through Service Lines.

#### **Position of Service Lines**

- 10.5 If Service Lines are not installed in the position indicated on the Services Plan, then:
- (a) the Community Association must arrange for the preparation and registration of a further Services Plan showing the Services Lines as installed;
- (b) all members of the Community Association and any Subsidiary Body must consent to any later Services Plan; and
- (c) the Community Association must make available all necessary documents, including the certificate of title for the Community Property, to enable registration of a further Services Plan.

# By-law 11. Insurance

- **11.1** The Community Association must take out insurance required under the Management Act including the following policies:
- (a) to cover any building or structure on the Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk;
- (b) under the Workers Compensation Act 1987;
- (c) to cover damage to the Community Property and for death and bodily injury for which the Community Association could become liable in damages;
- (d) against damages for which the Community Association could become liable because of work done by a voluntary worker;
- (e) to cover accidental injury to, or accidental death of, a voluntary worker; and
- (f) against the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by special resolution to insure.
- 11.2 The Community Association must review, on an annual basis:
- (a) all of its insurance; and
- (b) the need for new or additional insurances.
- **11.3** Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.
- **11.4** If there is an increase in risk or a new risk to the Community Property then the Community Association must immediately:
- (a) effect new insurances; or
- (b) vary or extend insurances.
- **11.5** An Owner or Occupier must obtain the written approval of the Community Association before it does anything that might:

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- (a) void or prejudice the Community Association's insurance; or
- (b) increase any insurance premium which the Community Association pays.

# **By-law 12. Executive Committee**

#### Constitution

- 12.1 The Executive Committee must be established under the Management Act.
- 12.2 The officers of the Executive Committee are the secretary, treasurer and chairperson.

## **Functions of the Secretary**

- **12.3** The functions of the secretary of the Executive Committee include:
- (a) convening meetings of the Community Association and the Executive Committee;
- (b) preparing and distributing minutes of meetings of the Community Association and the Executive Committee;
- (c) giving a notice on behalf of the Community Association and the Executive Committee required to be given under the Management Act;
- (d) maintaining the Community Association roll;
- (e) supplying certificates setting out details of insurances, contributions and other matters under clause 2 of schedule 4 to the Management Act;
- (f) answering communications addressed to the Community Association or the Executive Committee;
- (g) performing administrative or secretarial functions on behalf of the Community Association and the Executive Committee; and
- (h) keeping records under part 3 of schedule 1 to the Management Act.

# **Functions of the Treasurer**

- 12.4 The functions of the Treasurer of the Executive Committee include:
- (a) notifying members of the Community Association of contributions levied under the Management Act and collecting those contributions;
- (b) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Titles Legislation;
- (c) preparing certificates providing details of contributions, insurances and other matters under clause 2 of schedule 4 to the Management Act;
- (d) keeping prescribed accounting records as required under clause 10 of schedule 1 to the Management Act; and
- (e) preparing financial statements as required under clause 11 of schedule 1 to the Management Act.

## **Function of the Chairperson**

**12.5** The function of the Chairperson is to preside at Community Association meetings and Executive Committee meetings at which the Chairperson is present.

#### **Sub-Committees**

- **12.6** The Executive Committee may appoint 1 or more sub-committees comprising 1 or more of its members to:
- (a) conduct investigations;
- (b) perform duties and functions on behalf of the Executive Committee; and

(c) report the findings of the sub-committee to the Executive Committee.

#### No Remuneration

- 12.7 A member of the Executive Committee is:
- (a) not entitled to any remuneration for the performance of that person's functions;
- (b) entitled to reimbursement for reasonable out of pocket expenses incurred by that person in the performance of that person's functions.

# **Protection of Executive Committee members from liability**

- **12.8** A member of the Executive Committee or its subcommittees or working groups is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Executive Committee or its subcommittees or working groups.
- 12.9 By-law 12.8 does not apply if a member is fraudulent or negligent.

# By-law 13. Meetings

- 13.1 Subject to the provisions of the Management Act, the Executive Committee may:
- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as the Executive Committee thinks fit;
- (b) make decisions on the day to day administration of the Community Association;
- (c) make decisions in relation to applications for consent under the Management Statement; and
- (d) subject to this Management Statement, regularly call a meeting of the Executive Committee.

# Right of Owner to Attend Meetings

- **13.2** An Owner or, if the Owner is a corporation, the company nominee, may attend a meeting of the Executive Committee.
- 13.3 That person may address the meeting with the consent of the Chairperson.

# Meeting at the Request of Members

- **13.4** At the request of not less than 1/3 of the members of the Executive Committee, the secretary must convene a meeting.
- **13.5** Subject to by-law 13.4, the secretary must convene the meeting within 14 days of receiving the request.
- **13.6** If the secretary is absent, a member of the Executive Committee must convene the meeting.

# **Out of Meeting Determinations**

- **13.7** Subject to section 38(3) of the Management Act, a resolution is valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held if:
- (a) the person convening the meeting has observed this Management Statement and the Management Act;
- (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (c) the resolution has been approved in writing by a majority of members of the Executive Committee.

# **Notices and Minutes of Meetings**

- **13.8** Before each Executive Committee meeting, the Executive Committee must prepare an agenda for the meeting. This agenda must list the business that the Executive Committee will deal with at the Executive Committee meeting.
- **13.9** At least 72 hours before a meeting of the Executive Committee, the Executive Committee must:
- (a) notify members of the Community Association of the meeting including details of the meeting; and
- (b) provide each member of the Community Association with a copy of the agenda for the meeting.
- **13.10** If the Community Association has placed a notice board within the Community Parcel, then the Executive Committee will have complied with by-law 13.8 if it ensures that the agenda and notice of the meeting are placed on the notice board at least 72 hours before the meeting.
- **13.11** The agenda must list the business that the Executive Committee will deal with at the meeting.
- **13.12** The secretary must ensure that:
- (a) minutes of the Executive Committee are sent to each member of the Community Association within 7 days of the meeting; and
- (b) that the following are properly kept:
  - (1) agendas and minutes of meetings of the Executive Committee;
  - (2) records of decisions of the Executive Committee; and
  - (3) records of notices.
- **13.13** If the secretary is absent, then the chair must ensure that the Executive Committee complies with by-law 13.11.

#### **By-law 14 Amounts Payable**

- 14.1 An Owner must pay:
- (a) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and
- (b) on demand any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Management Statement in relation to the Owner or Occupier.
- **14.2** If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under section 20(11) of the Management Act.
- **14.3** Nothing in this by-law prevents the Community Association from recovering any amount exceeding interest calculated under this by-law as a consequence of any amount not being paid when due.
- **14.4** A certificate signed by the Community Association, its Managing Agent or the Secretary of the Executive Committee about a matter or a sum payable to the Community Association is prima facie evidence of:
- (a) the amount; or
- (b) any other fact stated in it.

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# Part 4 - Optional Matters

## Amendment to by-laws

These by-laws may only be amended or revoked by a special resolution of the Community Association (see section 14(3)(C) of the Management Act).

# By-law 15. Behaviour of Owners, Occupiers and Permitted Persons

#### Noise and Anti-Social Behaviour

**15.1** An Owner or Occupier must not create any noise and anti-social behaviour on a Lot, Community Property or Subsidiary Body Property which might interfere with the peaceful enjoyment of another Owner or Occupier or Permitted Person.

#### 15.2 An Owner or Occupier must not:

- (a) obstruct lawful use of Community Property or Subsidiary Body Property; or
- (b) use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier of another Lot or Permitted Person.

#### Children

- **15.3** An Owner or Occupier must ensure that a child under care and control of that Owner or Occupier:
- (a) plays only on Community Property or Subsidiary Body Property which is an open space area that is not dangerous or hazardous to children; and
- (b) only remains in or on Community Property or Subsidiary Body Property comprising any area of possible danger or hazard to children if the child is accompanies by an adult exercising effective control.

#### **Permitted Persons**

**15.4** An Owner or Occupier must ensure that a Permitted Person does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other Permitted Person.

# By-law 16. Subsidiary Body Property

- **16.1** An Owner or Occupier may only do the following to Subsidiary Body Property if that owner or Occupier first obtains the written approval of the Community Association or Subsidiary Body.
- (a) leave anything on Subsidiary Body Property;
- (b) obstruct the use of Subsidiary Body Property;
- (c) use any part of Subsidiary Body Property for the Owner's or Occupier's own purposes;
- (d) erect any structure on Subsidiary Body Property;
- (e) attach any item to Subsidiary Body Property;
- (f) do or permit anything to be done to Subsidiary Body Property which might cause damage; or
- (g) alter Subsidiary Body Property.

# **16.2** An Owner or Occupier must:

- (a) give notice to the relevant Subsidiary Body of any damage to or defect in the Subsidiary Body Property immediately after an Owner or Occupier becomes aware of any damage or defect;
- (b) use a thing on the Subsidiary Body Property only for the purpose for which it was constructed or provided; and

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AK888442 BY-LAW19 REPEALED & REPLACED SEE ANNEXURE 'B' (c) only use or enjoy the Subsidiary Body Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Subsidiary Body Property by another Owner or Occupier or Permitted Person.

# By-law 17. Washing

- **17.1** An Owner or Occupier must not hang any washing, bedding or other articles of a similar nature:
- (a) on the outside of a building on a Lot or the outside of a building containing a Lot;
- (b) in any area visible from any Community Property or Subsidiary Body Property, road, footpath, parks and the like about the Community Scheme; and
- (c) subject to by-law 17.2, on any part of the Community Parcel or Subsidiary Body Property.
- 17.2 An Owner or Occupier may hang washing on:
- (a) a part of the Community Parcel the Community Association designates; and
- (b) a part of the Subsidiary Body Property which the Subsidiary Body designates.

# By-law 18. Storage of Flammable Liquids

- **18.1** Subject to by-law 18.2, an Owner or Occupier may only store on the Lot or any other part of the Community Parcel any flammable chemical, gas or other material if that Owner or Occupier first obtains the written approval of the Community Association.
- **18.2** By-law 18.1 does not apply to chemicals, liquids, gases or other material used or intended to be used:
- (a) for domestic purposes; or
- (b) in the fuel tank of a motor vehicle or internal combustion engine.

# By-law 19. Keeping of Animals

#### **House Lots**

- **19.1** An Owner or Occupier of a House Lot may keep without the approval of the Community Association:
- (a) 1 dog other than an Excluded Dog; or
- (b) 1 cat
- **19.2** An Owner or Occupier of a House Lot must obtain the written approval of the Community Association before it:
- (a) keeps any other type of animal; or
- (b) more than 1 dog other than an Excluded og or 1 cat at the same time.

# Strata Scheme

**19.3** An Owner or Occupier of a Strata Lot other than a House Lot must obtain the written approval of the Community Association or the relevant Subsidiary Body before it keeps any animal or brings any animal onto any Lot or Community Property or Subsidiary Body Property.

#### Rules

- **19.4** If an Owner or Occupier is permitted under this Management Statement to keep an animal, then the Owner or Occupier:
- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;

- (b) must ensure that, when on any other part of the Community Parcel, the animal is accompanied by the Owner or Occupier;
- (c) must, when on any other part of the Community Parcel, keep the animal appropriately tethered and under control;
- (d) is liable to the Owners and Occupiers of other Lote and each other person lawfully on the Community Parcel for:
  - (1) any noise which is disturbing to an extent which is unreasonable; and
  - (2) for damage to or loss of property or injury to any person caused by the animal; and
  - (3) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Community Parcel.

# **19.5** This by-law:

- (a) applies to any Permitted Person or visitor to the Community Parcel;
- (b) does not prevent the keeping of a dog used as a guide or hearing dog; and
- (c) does not allow an Excluded Dog to be kept or brought onto any Lot or Community Property or Subsidiary Body Property.

# By-law 20. Parking

#### Restrictions

- **20.1** Subject to by-law 20.2, an Owner or Occupier must not park a Vehicle on the Community Parcel.
- 20.2 An Owner or Occupier may park a Vehicle:
- (a) in a garage or driveway on that Owner or Occupiers' Lot; or
- (b) in an area on the Community Parcel designated by the Community Association as being an area where a Vehicle may be parked; or
- (c) in an area on Subsidiary Body Property designated by the Subsidiary Body as being an area where a Vehicle may be parked.

#### Repairs

- 20.3 No repairs to any Vehicle must be undertaken on the Community Property.
- **20.4** No Vehicles with a gross weight in excess of 3 tonnes are permitted to stand on:
- (a) the driveways of any Lot; or
- (b) any part of the Community Parcel.
- **20.5** An Owner may install within the Owner's lot the equipment necessary to enable an electric car to be powered subject to approval of the relevant Subsidiary Scheme.

#### By-law 21. Security Keys

- **21.1** Subject to by-law 21.2, the Community Association may restrict access to the Community Property by means of Security Keys.
- 21.2 The Community Association may make Security Keys available to:
- (a) Owners and Occupiers; and
- (b) persons authorised by the Community Association.

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- **21.3** A Security Key is available at the cost of the Owner or Occupier or person authorised by the Community Association who obtains that Security Key.
- 21.4 A person to whom a Security Key is made available must:
- (a) pay a fee to the Community Association;
- (b) not duplicate or copy the Security Key;
- (c) immediately notify the Community Association if the Security Key is lost, stolen or misplaced;
- (d) when requested by the Community Association, immediately return the Security Key to the Community Association; and
- (e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.
- 21.5 A person forfeits a fee if the person misplaces or loses, including by theft, a Security Key.

# **By-law 22. Private Services**

- 22.1 The Community Association may, on its own behalf or on behalf of a Subsidiary Body;
- (a) provide private services to a Subsidiary Body or the Owner or Occupier;
- (b) arrange for the installation and maintenance of proposed service lines for the provision of private services; and
- (c) contract with any person to monitor or provide, in part or in whole, private services.
- **22.2** An Owner or Occupier must not do anything which interferes, obstructs access to, overloads or damages private services.
- **22.3** An Owner or Occupier must immediately notify the Community Association of any damage to or the defective operation of any private service.
- **22.4** Subject to section 60 of the Management Act, the Community Association and a person authorised by the Community Association may enter a Lot at all reasonable times to maintain, repair, alter, add to or increase the capacity of or renew private services.

# By-law 23. Community Association's Rights and Obligations

#### Contracts

- 23.1 The Community Association may, on its own behalf or on behalf of each Subsidiary Body, contract with persons to provide:
- (a) management, operational, maintenance and other services for Community Property or Subsidiary Body Property;
- (b) services or amenities to the Owners or Occupiers;
- (c) services or amenities to Community Property, Subsidiary Body Property; and
- (d) Security Services.

## Remedy

- **23.2** The Community Association may do anything on a Lot which should have been done by an Owner or Occupier under this Management Statement but which has not been done or has not been done properly.
- 23.3 If by-law 23.2 applies, the Community Association is entitled to:

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SEE AM929098
BY-LAW 23.1 REPEALED.
SEE ANNEXURE 'C. (2) 21.12.2017

- (a) enter and remain on the Lot for as long as it is necessary; and
- (b) recover any costs associated with carrying out works under this Management Statement from the Owner of the Lot.

#### **Trading Activities**

- **23.4** The Community Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity.
- **23.5** If the Community Association carries on business or trading activity, then the Community Association:
- (a) must pay into the sinking fund of the Community Association income derived by the Community Association from its business or trading activities;
- (b) must estimate how much money the Community Association will need to credit to the sinking fund of the Community Association;
- (c) must levy each member for a contribution to meet expenses associated with carrying on a business or trading activities; and
- (d) may distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with clause 17 of schedule 1 to the Management Act.
- **23.6** If the Community Association suffers a net loss from carrying on its business or trading activities, then the Community Association must impose a levy on each member for a contribution to the sinking fund in order to meet the amount of the net loss.

#### Not liable for damage

- **23.7** The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause.
- **23.8** By-law 23.7 does not apply if the damage, loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

#### Communications with Community Association

- **23.9** A person must forward complaints, notices or applications to or requests for consideration of matters by the Community Association in writing:
- (a) to the Managing Agent of the Community Association; or
- (b) if there is no Managing Agent, to the secretary of the Executive Committee.

# By-law 24. Obligations of Owners and Occupiers

# **Compliance with Requirements, Orders and Notices**

- 24.1 An Owner or Occupier must comply on time with:
- (a) each requirement and orders of each statutory authority and Government Agency;
- (b) each law for the Lot and the use or occupation of the Lot; and
- (c) the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant statutory authority or Government Agency.

#### Contractors

**24.2** An Owner or Occupier may only directly or indirectly instruct agents, employees or contractors of the Community Association if the Community Association authorises the Owner or Occupier to do so.

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# DP270215

#### Use

- **24.3** An Owner or Occupier must not do any of the following on either that Owner's or Occupier's Lot or on the Community Parcel:
- (a) engage in indecent conduct or any entertainment of a demoralising character;
- (b) engage in any illegal conduct or activity; or
- (c) do anything that might damage the good reputation of the Community Scheme.
- 24.4 An Owner or Occupier must not, except with the approval of the Community Association;
- (a) roller blade;
- (b) skateboard; or
- (c) play basketball or any organised sport games
- on Community Property or Subsidiary Body Property.
- **24.5** No party, including an Owner or Occupier, may conduct a Real Estate Agency from the Community Parcel.
- **24.6** No party, including an Owner or Occupier, can place signs on any part of the Community Parcel advertising a Lot for lease or sale.

#### **Permitted Persons**

- **24.7** An Owner or Occupier must take all reasonable steps to ensure that a Permitted Person complies with this Management Statement.
- 24.8 If an Owner or Occupier cannot comply with by-law 24.7, then that person must:
- (a) withdraw the consent of the person to be on the Community Parcel; and
- (b) request that person to leave the Community Parcel.
- **24.9** If this Management Statement prohibits an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.

#### Lessees/Licensees

- 24.10 An Owner whose Lot is the subject of a lease or licence agreement must:
- (a) provide that lessee or licensee with a copy of this Management Statement; and
- (b) take all reasonable steps, including any action available under the lease or licence agreement, to ensure that the lessee or licensee of the Lot and any person on the Community Parcel, with the consent, express or implied, of the lessee or licensee, complies with this Management Statement and any Rules.

#### Things done at Owner's or Occupier's cost

**24.11** Anything which an Owner or Occupier is required to do under this Management Statement must be done at the cost of the Owner or Occupier.

#### By-law 25. Rules

- **25.1** The Community Association may make, and at any time, add to, Rules for the control, management, operation, use and enjoyment of the Community Parcel and the Community Property.
- **25.2** The Rules must be consistent with:
- (a) the Management Act;
- (b) the Development Act;

- (c) this Management Statement; or
- (d) the terms of the Development Consent.
- **25.3** The Rules bind an Owner, Occupier, mortgagee in possession of a Lot, lessee of a Lot, Permitted Person and each Subsidiary Body.

# By-law 26. Jacksons Landing Services Agreement

- **26.1** The Community Association will appoint an estate Manager to manage the Community Property and all Subsidiary Body Property.
- **26.2** An estate Manager appointed by the Community Association may have the duties and remuneration set out in this by-law 26.

#### **Duties**

- 26.3 The duties of the Estate Manager may include the supervision or the carrying out of:
- (a) the cleaning, caretaking, security, supervision, service, general repair and maintenance or renewal and replacement of:
  - (1) Community Property;
  - (2) Subsidiary Body Property use of which is restricted to the Community Association; or
  - (3) any personal property vested in the Community Association;
- (b) the provision of services to Subsidiary Bodies including the services of a handyman, gardener and security guard;
- (c) the supervision of any employees or contractors of the Community Association;
- (d) the control and supervision of the Community Parcel generally;
- (e) the provision of a web page on the internet in relation to the Community Scheme; and
- (f) any other matter, activity or thing which the Manager and the Community Association agrees is necessary or desirable for the operation and management of the Community Association.
- 26.4 The estate Manager will be paid a fee that is determined from time to time.

\* AK566180
BY-LAW 26.5 ADDED
SEE ANNEXURE 'A'



16-08-2016

# By-law 27. Security Services

- 27.1 The Community Association will enter into a security services agreement.
- **27.2** For the proper administration and security of the Community Scheme as a whole, the Subsidiary Bodies must use the Security Service Manager of the Community Association for the provision of Security Services if a Security Service Manager is appointed.

#### **Parties**

- 27.3 The parties to the agreement will be:
- (a) the Community Association; and
- (b) the Security Service Manager.

## Term

27.4 The term of the agreement will be a maximum period of 5 years.

## **Duties**

- 27.5 The duties of the Security Service Manager may include:
- (a) the provision of a monitoring service;
- (b) the provision of a security patrol service; and

MANAGEMENT STATEMENT (Sheet 29 of 34 Sheets)

(c) provision of a dedicated on-site mobile security patrol 7 days per week 24 hours a day.

#### **Remuneration and Costs**

**27.6** The Security Service Manager's cost will be an amount which reasonably represents a market fee.

# By-law 28. Managing Agent

**28.1** For the proper administration of the Community Scheme as a whole, the Subsidiary Bodies may use the licensed Managing Agent of the Community Association as their managing agent.

# <u>Part 5 - By-laws required by Public Authorities</u>

# Amendment to by-laws

These by-laws have been made at the request of a public authority. These by-laws may only be amended or revoked:

- (a) by a special resolution of the Community Association; and
- (b) with the consent of the public authority (see clause 4 schedule 3 Development Act).

# By-law 29. Public Access to Tennis Courts

- 29.1 The Community Association must maintain the Tennis Courts in a fit and proper condition.
- **29.2** One Tennis Court only will be able to be booked by any member of the public or an Owner or Occupier for a maximum period of two hours in any one week (Monday to Saturday).
- **29.3** The hire charge to any member of the public for use of a Tennis Court will be no greater than the hire charge of any comparable quality facility run within a two kilometre radius of the Tennis Courts.
- **29.4** Members of the Community Association will have exclusive use of the Tennis Courts on Sundays.
- 29.5 This by-law 29 may not be amended or revoked without the consent of Council.
- **29.6** Rules may not be made with respect to the use of the Tennis Courts which are inconsistent with the rights granted under this by-law 29 without the consent of the Council.
- **29.7** The Tennis Courts may only be used as a tennis court unless the approval of Council is obtained.
- **29.8** The Community Association must effect and maintain insurance over Community Property in accordance with by-law 11 and the Management Act.

# By-law 30. Dedication of Public Roads and Public Open Spaces

- **30.1** In accordance with the Development Consent, the Proposed Dedicated Property will be dedicated to the Public Authority in stages by way of Acquisition Plan.
- **30.2** On the registration of an Acquisition Plan at the Land Titles Office, the Proposed Dedicated Property will be transferred to the Public Authority and severed from the Community Parcel.
- **30.3** The Community Association must enter into a deed with the Sydney Harbour Foreshore Authority and the Ministerial Corporation which states that the:
- (a) compensation payable under the Land Acquisition (Just Terms Compensation) Act 1991 to the Community Association in relation to an Acquisition Plan of the Proposed Dedicated Property is \$10.00; and

MANAGEMENT STATEMENT (Sheet 30 of 34 Sheets)

- (b) Community Association will do all things necessary to assist in the registration of an Acquisition Plan of the Proposed Dedicated Property in accordance with the Development Consent.
- **30.4** This by-law 30 must not be amended or revoked without the consent of the Ministerial Corporation or the Sydney Harbour Foreshore Authority.

# **By-law 31. License over Association Property**

- **31.1** The Community Association shall have the additional power, authority, duty and function to enter into a licence or sub licence with an Occupier or third party.
- **31.2** An application for a licence must be in writing to the Community Association by an Occupier or third party for a licence or sub licence over Association Property.
- **31.3** The Community Association reserves the right to decline in its absolute discretion any request by an Occupier or third party for a licence or sub licence over Association Property for any reason whatsoever;
- **31.4** The Executive Committee is appointed the function of approving an application for a licence or sub licence over Association Property in accordance with this by-law and their powers pursuant to the Community Titles Legislation.
- **31.5** Any licence or sub licence so approved must:
- (a) not allow any part of the Association Property to be used for any business, activity or industry which is contrary to any law, regulation, by-law, ordinance or the requirements of any Authority;
- (b) be on terms approved by the Community Association and any Authority (if required); and
- (c) be in writing.

# By-law 32. Electronic Service of Documents

A document may be served on the owner of a lot by electronic means if the person has given the association an email address for the service of notices and the document is sent to that address.

AK888442

**BY-LAW 33** 

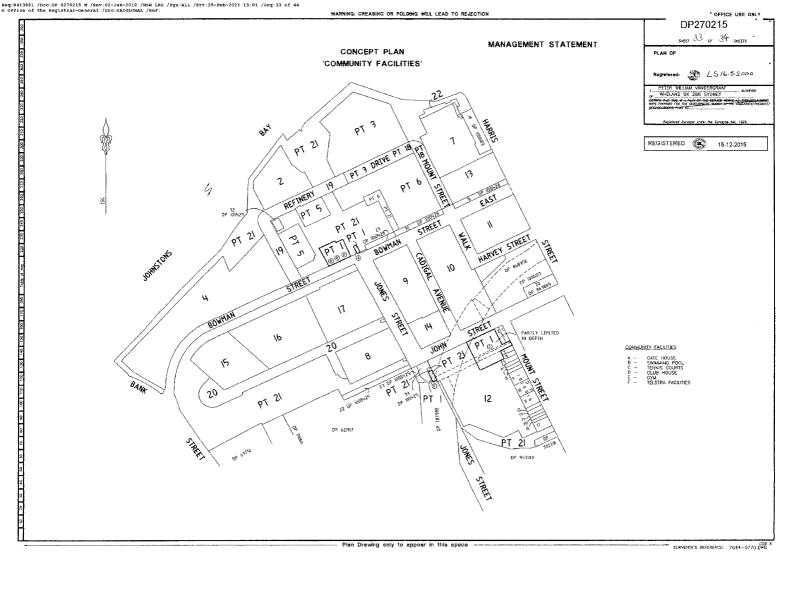
ADDED. SEE

SEE ANNEXURE 'B'

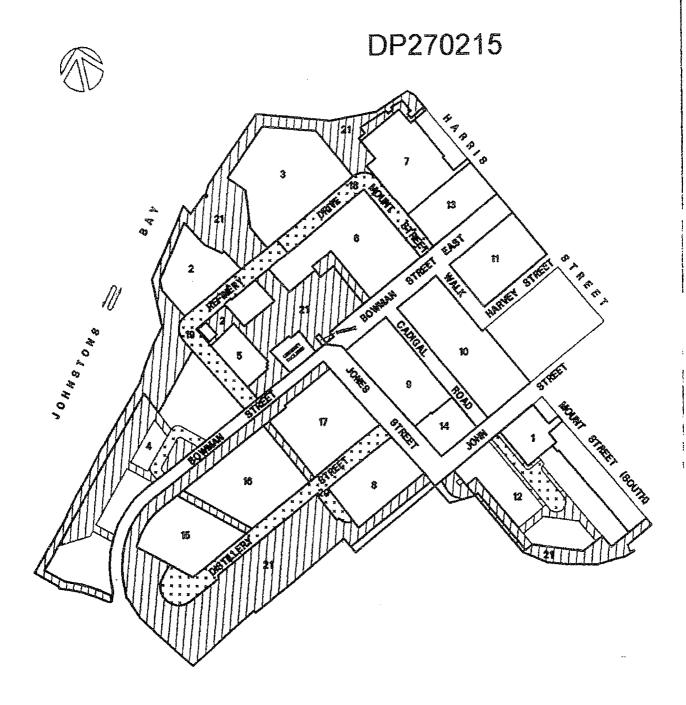
REGISTERED



15-12-2015



# PLAN SHOWING AREAS TO BE DEDICATED



LAND TO BE DEDICATED AS PUBLIC DOMAIN/PUBLIC OPEN SPACE



LAND TO BE DEDICATED AS ROAD

#### NOTES

ALL AREAS TO BE DEDICATED MAY BE STRATUM LOTS LIMITED IN HEIGHT OR DEPTH

10th MARCH 2000

REGISTERED (15-12-2015

Head Office Level 5, 141 Electric Street Sydney NSE 2000 (DX ESS Sydney Facebratic 51-2-9281 5012 Telephone 81-2-9282 2400 CAD REF: 7044-207.DWG



Thelans Australia Pty Ltd ACH 071 888 530

> Parrametta Office Level 1, Suibe 2 12 Victoria Read Parrametta NSV 2150 DX 28458 Parrametta Pactimile 61–2–9630 4598 Telephone 61–2–9630 4189

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Form: 21CSM Release: 24 AMENDMENT OF MANAGEMENT STATEMENT

DP 270215

MANAGEMENT STATEMENT
ANNEXURE 'A'
Sheet 1 of 2 Sheets

1150

New South Wales Section 39

Section 39
Community Land Development Act 1989

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.

| (A) | TORRENS TITLE      | 1/DP27021   | 5   |                                   | ···   |  | · · · · · · · · · · · · · · · · · · ·           |  |
|-----|--------------------|---|---|-----------------------------------|---|--|---|--|
| (B) | LODGED BY          | Document<br>Collection<br>Box<br>268D   | Name, Address or DX, Telephone, and Customer Account Number if any  SYDNEY LEGAL AGENTS - INFOTRACK  LLP: 132579W |                                   |   |  |   |  |
|     |                    | ,   | Reference:  |                                   |   |  |   |  |
| (C) | APPLICANT          | 100 mm and | Communit  | ty                                | ▼ Association   | Deposited Plan N   | o. 270 <b>21</b> 5                              |  |
| (D) |                    |   | certifies that b<br>th section 14 o   | -                                 |   | •  | _   | 2016 and in                              |
| (E) | BY-LAWS            | Repealed  | ***************************************   |                                   |   | Added  |   |  |
|     |                    |   |   |                                   |   | 26.5   | as full   | ly set out below                         |
| (F) | TEXT OF ADDED      | BY-LAW  |   |                                   |   | ***  |   |  |
|     |                    |   |   | PTY L<br>LAUR<br>Attorn<br>states | <u>-IMITED</u> (ACN 00<br>REN SHAW duly a<br>ney dated 24 May<br>s that she has not | PROPERTY SEF<br>2 006 760) by its appointed by Powe<br>2011 and who he<br>received any noti<br>Power of Attorney | er of<br>reby<br>ce of                          | Seaf of Association No. 210              |
|     |                    | a person antho  |   | on 8 of t                         |   | eposited plan 2702<br>d Management Act   |   | was affixed hereto affixing of the seal. |
|     | Signature of witne | `   |   |                                   |   |  |   |  |
|     | Name of witness:   | Lnike   | n Shai  | L v                               |   |  |   |  |
|     | Date:              | 2716/1  | 6   |                                   |   |  |   |  |
|     | ALL HANDWRITING    | MUST BE IN BL   | OCK CAPITALS.   |                                   | Page 1 of 2   |  | - CONTROL OF STREET, AND THE CONTROL OF STREET, | M. C. C.                                 |

Req:R413881 /Doc:DP 0270215 M /Rev:02-Jan-2018 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:01 /Seq:36 of 44 © Office of the Registrar-General /Src:SAIGLOBAL /Ref:

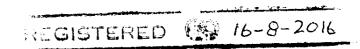
MANAGEMENT STATEMENT
ANNEXURE 'A'
Sheet 2 of 2 Sheets

### ANNEXURE "A" TO AMENDMENT OF MANAGEMENT STATEMENT FORM 21CSM-DP270215

On 16 June 2016 the Community Association in Special General Meeting moved and passed a motion and it was specially resolved that the Community Association amend the Community Management Statement by adding a special by-law and lodging it for registration with the Registrar-General under the common seal of the Community Association, the provisions of which by-law are set out below:

#### SPECIAL BY-LAW 26.5 CHARGING OF ESTATE MANAGEMENT COSTS

- (a) The Community Association will bear its share of the estate management fee, such share determined by reference to the estate management contract in place from time to time;
- (b) The remainder of the estate management fee, after deduction of the Community Association's share, will be home by the strata subsidiary bodies in shares calculated with reference to the number of lots within each strata subsidiary body, and the Community Association will invoice the strata subsidiary bodies accordingly.



HIGHEN SIAW FILM

BY-LAW 26.5 REPEALED.

SEE AM929098

SIGNED by DYNAMIC PROPERTY SERVICES
PTY LIMITED (ACN 002 006 760) by its Attorney
LAUREN SHAW duly appointed by Power of
Attorney dated 24 May 2011 and who hereby
states that she has not received any notice of
the revocation of such Power of Attorney



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Form: 21CSM Release: 2.0

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#### **AMENDMENT OF** MANAGEMENTSTATEMEN

ANNEXURE 'B' Sheet 1 of 5 sheets

New South Wales Section 39

Community Land Development Act 1989

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.   |   |   |  |  |                    |  |  |
|-----|--|---|---|--|--|--------------------|--|--|
| (A) | TORRENS TITLE  | ENS TITLE 1/270215  |   |  |  |                    |  |  |
| (B) | LODGED BY  | Document<br>Collection<br>Box   | Name, Address or DX Dynamic Propert DX 11643 SYDNEY DOWNTOWN Reference: Lisa Br | y Services<br>Ph:                      | 02 9267 6334   | CS                 |  |  |
| (C) | APPLICANT  |   | Community   | Association                            | Deposited Plan No. 270215  |                    |  |  |
| (D) |  |   | t certifies that by a ape<br>ແລ້ງ<br>ith section 14 of the Co                   | DAMINIOUS PS                           | resolution passed on 12 October 2016<br>nagement Act 1989 it amended the mar |                    |  |  |
| (E) | BY-LAWS  | Repealed  | ,   | ************************************** | Added  |                    |  |  |
|     |  | By-law 1  | 9   |  | By-laws 19 & 33 as full  | y set out below    |  |  |
| (F) | was affixed being the person of the person o | mmon Seal of Community Association Deposited Plan No. 270215 fixed on 29 October 2016 in the presence of Dynamic Property Services Pty Ltd the person(s) authorised by section 8 of the Community Land Management 89 to attest the affixing of the seal.  by DYNAMIC PROPERTY SERVICES PTY LTD 2 002 006 760) by its attorney LISA BRANSON duly ted by Power of Attorney dated 11 April 2011 and who states that she has not received any notice of the tion of such Power of Attorney. tered Book 4611 Number 45)  REGISTERED 30-6-201 |   |  |  |                    |  |  |
| (G) | The common seal in the presence of Signature of witne  | a person auth   | Community orised by section 8 of the  | association d                          |  | was affixed hereto |  |  |
|     | Name of witness:   | Margar  | et Curtin<br>ober 2016  |  | 2 1 MAR 2017   |                    |  |  |
|     | All handwriting 0507   | MUST BE IN BLO  | OCK CAPITALS.   | Page 1 of 5                            | TIME: DEPAIL INFOR   | RTMENT OF LANDS    |  |  |

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#### **DEPOSITED PLAN 270215 ANNEXURE**

### MANAGEMENT STATEMENT ANNEXURE 'B' Sheet 2 of 5 sheets

Seal

af

Association

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#### **BY-LAW 19** KEEPING OF ANIMALS

- டி 1. For the purposes of this by-law:
- 19, 1.1 "Act" means the Community Land Management Act 1989 (NSW) as replaced and amended from time to time:
  - 16. 1.2 "Animal" means any Animal including fish, reptiles, birds, cats and dogs:
- 19.1.3 "Assistance Animal" means a dog or other Animal that:
  - 1.1.3.1 has been accredited under NSW law; or
  - 1.3.2 has been accredited by an Animal training organisation; or
  - (q.1.3.3 has been trained:
    - 1.3.3.1 to assist a person with a disability to alleviate the effect of the disability; and 1.3.3.2 to meet standards of hygiene and behaviour that are appropriate for an Animal in a public place:
- i4.1.4 "Costs" means all professional and trade costs/fees/disbursements/expenses, as well as any type of loss or damage incurred by the Community Association arising directly or indirectly from the breach of this by-law and/or associated with the enforcement of this by-law;
- 19.1.5 **"Executive Committee"** means the executive committee elected by the Community Association from time to time:
- 14.1.6 "Indemnify" means the Owner indemnifying the Community Association in respect of their keeping of the Animal and includes but is not limited to the Owner indemnifying the Community Association against:
  - in-1.6.1 all actions, proceedings, claims, demands, costs, damages and expense which may be incurred by, brought or made against the Community Association;
  - 1.6.2 any sum payable by way of increased premiums; and
  - 19.1.6.3 any costs or damages incurred by or for which the Community Association becomes liable.
- 19-1.7 "Strata Manager" means a strata managing agent engaged by the Community Association from time to time.
- 4.2. All terms in this by-law with corresponding definitions in this Community Management Statement have the meaning attributed to them by that definition.
- 19.3. The Community Association may take action under this by-law in its reasonable discretion.
- 19.4. The Community Association will, from time to time, develop and maintain a Community Policy in relation to the keeping of Animals by Owners and Occupiers.
- 4.5. The decision to permit or prevent an Owner or Occupier from keeping an Animal is ultimately a matter for the relevant Subsidiary Body.
- 4.6. If an Owner or Occupier is permitted to keep an Animal by their Subsidiary Body, then the Owner or Occupier:
  - MUNITA 6.1 must keep their Animal within the Lot and ensure that the Animal is restrained and contained properly at all times when on Community Property:

DP 270215

- 19.6.2 must ensure that, when on any other part of the Community Property the Animal is accompanied by the Owner or Occupier
- મ . 6.3 must ensure the Animal does not cause any damage to the Community Property;
- 14. 6.4 is liable to the Owners and Occupiers of other Lots and each other person lawfully on common property or Community Property for:
  - i. any noise which is disturbing to an extent which is unreasonable; and
  - ii. damage to or loss of property or injury to any person caused by the Animal;
- ← 6.5 is responsible for cleaning up after the Animal anywhere on the Community
  Property
- 4.7. In the event an Animal causes harm (physical or otherwise) to any person on the Community—Property or within a Lot, the Community Association may direct the Owner of the Animal to remove the Animal from the Lot and/or Community Property.
- 14. 8. Owners and Occupiers will not make a claim upon the Community Association's insurance in respect of anything arising from the keeping of the Animal.
- 何. 9. Owners must indemnify the Community Association for any Costs associated with the keeping of the Animal.
- 19, 10. This by-law:
  - if .10.1 applies to any owner, occupier or visitor to the Building or the Community Association;
  - 14.10.2 does not prevent the keeping of an Assistance Animal; and
  - ৰ্ম .10.3 applies to an Assistance Animal exactly as it does to an Animal.
- 14.11. Owners and Occupiers will sign all documents and do all things necessary to give full effect to this by-law.

#### BY-LAW 33 PROHIBITION OF SHORT TERM ACCOMMODATION

- 忍.1. For the purpose of this by-law:
- 31.1.1 "Buildings" means the building and improvements on the Community Parcel;
- 33.1.2 "Costs" means all professional and trade costs, fees, expenses and disbursements associated with any damage caused as a result of the use of a Lot in breach of this by-law;
- 35.1.3 "Enforcement Costs" means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Community Association of engaging professional services, including legal services;
- 33.1.4 "**Indemnify**" means the Owner indemnifying the Community Association in respect of their use of a Lot in breach of this by-law, including but not limited to the following;
  - 33. 1.4.1 all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Community Association;
  - 33.1.4.2 any sum payable by way of increased premiums; and
  - 33, 1.4.3 any costs or damages for which the Community Association is or becomes liable;
- 多 1.5 "Residential Tenancy Agreement" means an agreement under which an Owner or Occupier leases, subjets, or licenses a Lot on a commercial basis for a period of 3 consecutive months or more;



DP 270215

- 35.1.6 **"Short-Term Accommodation"** means the provision of temporary accommodation on a commercial basis for a period less than 3 consecutive months, including but not limited to:
  - 33.1.6.1 Backpackers' accommodation;
  - 33. 1.6.2 Bed and breakfast accommodation;
  - 53-1.6.3 Hotel or motel accommodation;
  - 33. 1.6.4 Serviced apartments;
  - 認.1.6.5 Private hotel;
  - 双. 1.6.6 Boarding house;
  - 3.1.6.7 Tourist or visitor accommodation; and
  - 33-1.6.8 Any other short-term rentals, including but not limited to the use of online services such as Airbnb, Stayz, Gumtree, or similar
- 33.1.7 "Statutory Declaration" means a statutory declaration made by an Owner or Occupier in the form required by the Executive Committee having regard to the contents of this by-law;
- 35, 1.8 "Strata Manager" means a strata managing agent engaged by the Community Association from time to time;
- 33.1.9 "The Plan" means the Sydney Local Environmental Plan 2012 as amended from time to time, including any succeeding instrument;
- 33. 2. Owners and Occupiers are prohibited from using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, including by advertising the Lot or permitting the Lot to be advertised for Short-Term Accommodation.
- 33. 3. If the Executive Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, the Community Association, via the Executive Committee or Strata Manager, may:
  - \$3.3.1 Request that the Owner and/or Occupier provide evidence of their compliance with this by-law, including a copy of their Residential Tenancy Agreement or Council approval. Such evidence must meet the reasonable requirements of the Executive Committee, which may include a Statutory Declaration; and/or
  - 33. 3.2 Notify Council of the potential breach of The Plan and provide Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action; and/or
  - 33.3 Exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal in the sum of \$5,500.00 (as at the date of registration of this by-law and subject to change); and/or
  - 3.4 Enter upon any part of the Lot to carry out the necessary investigation to confirm the Owner or Occupier's compliance with this by-law; and/or
  - 35. 3.5 Refuse to provide additional Security Keys to the Owner or Occupier: and/or
  - 33. 3.6 De-activate the Owner or Occupier's Security Keys
- 3. 4. The Owner and/or Occupier is responsible for and will bear all Costs and Enforcement Costs.
- 35. 5. The Owner and/or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this by-law.

- 33, 6. Where the Community Association has incurred Costs and/or Enforcement Costs on behalf of an Owner, the Community Association may recover those Costs and/or Enforcement Costs from the Owner, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act, with all associated rights of recovery under the Act.
- 35. 7. The Owner and/or Occupier will include a copy of this by-law in every Residential Tenancy Agreement.
- 35, 8. The Owner Indemnifies and will keep Indemnified the Community Association

The Common Seal of Community Association Deposited Plan No. 270215 was affixed on 20 October 2016 in the presence of Dynamic Property Services Pty Ltd being the person(s) authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal. NAMUNITA NAMUNITA

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 62 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)

Signature of witness:

M. Cits

Name(s): Margaret Curtin, Level 9, 66 Goulburn St, Sydney NSW 2000



Seal

Of Association

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**DP 270215** 

**MANAGEMENT STATEMENT ANNEXURE 'C'** Sheet 1 of 3 Sheets

Form: 21CSM Edition: 1111

#### **AMENDMENTOF MANAGEMENTSTATEME**

**New South Wales** Section 39

Community Land Development Act 1989

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.

| (A)   | TORRENS TITLE                                | 1/DP 270215  |                 |  |  |  |
|-------|--|--|-----------------|--|--|--|
| (B)   | LODGED BY                                    | Document Name, Address or DX, Telephone, and Customer Account Number if any  Collection Box  392 LLP: 1280057  |                 |  |  |  |
|       |  | Reference (optional): Lawyers Chambers 399117.   | CS              |  |  |  |
| (C)   | APPLICANT [                                  |  |                 |  |  |  |
| ( - ) |  | Community Neighbourhood / Precinct Association Deposited Plan No. 2 70 215   |                 |  |  |  |
| (D)   |  | The applicant certifies that by a special / unanimous resolution passed on OS per NCAT order  81 with section 14 of the Community Land Management Act 1989 it amended the management state |                 |  |  |  |
| (E)   | BY-LAWS                                      | Repealed 23.1 and 26.5 Added   |                 |  |  |  |
|       |  | Partially repealed: 26.1-sec order as fully  | y set out below |  |  |  |
| (F)   | TEXT OF ADDED BY-LAW                         |  |                 |  |  |  |
|       | The common seal of                           |  |                 |  |  |  |
| ]     | Signature of witness: Name of witness: Date: | Nicholas Johnson<br>28.11.17   |                 |  |  |  |
| 1     | Date:  | MUST BE IN BLOCK CAPITALS.   | <del></del>     |  |  |  |

REGISTERED ( 21/12/2017



NCAT
NSW Civil &
Administrative Tribunal
Consumer and Commercial Division

MANAGEMENT STATEMENT ANNEXURE 'C' Sheet 2 of 3 Sheets

#### NOTICE OF ORDER

Community Association DP 270215

C/-Strata Title Management
PO BOX 72

STRAWBERRY HILLS (PO BOX) NSW 2012

File No: SC 16/55985 SCS 16/40565 SCS 16/40567 SCS 16/43745 Quote in all enquiries eNumber: 35595KX73

## Application to the Tribunal concerning 66 Bowman Street PYRMONT NSW 2009 Australia - SP270215

Enclosed is a copy of the reserved decision on costs in this matter.

Note orders 1 and 2 made with immediate effect on 10 October 2017 as follows:

- (1) Order pursuant to s 81 of the Community Land Management Act 1989 (NSW) ("CLMA") that by-law 23.1, the words "and all Subsidiary Body Property" in by-law 26.1 and by-law 26.5 of the by-laws in the respondent Community Association's management statement are revoked on the basis that they are invalid.
- (2) Order pursuant to s 82 of the CLMA that the following purported resolutions of the respondent Community Association are invalidated:
- (a) the purported special resolution purportedly passed at the special general meeting of the respondent on 16 June 2016 purportedly authorising the addition of by-law 26.5;
- (b) the purported resolutions purportedly passed at the meeting of the executive committee of the respondent on 14 April 2016 numbered 5(c)-(g).
- 2. Make further orders consequential upon orders 1 and 2 made on 10 October 2017 as follows:
- 3. By reason of orders 1 and 2 made on 10 October 2017, all further claims (to the extent there are any further claims still current) in proceedings SC16/55985, SCS16/40565, SCS16/40567 and SCS16/43745 are dismissed as unnecessary to determine.
- 4. Order that the Community Association within 14 days after date of these orders lodge with the Land Titles Office for registration on FI 1270251 an Amendment of Management Statement Form 21CSM that deletes from the community management statement by-laws 23.1 and 26.5 and deletes from by-law 26.1 the words "and all Subsidiary Body Property".
- 5. Order that the Community Association within 14 days after date of these orders serve on Brookfield Global Management Solutions Pty Ltd the Tribunal's reasons for decision and orders dated 10 October 2017 and a copy of these further reasons and further orders.
- 6. Order that the Community Association is to pay the OC SP 65564's costs of proceedings SC 16/55985, SCS 16/40565, SCS 16/40567 and SCS 16/43745 as agreed or assessed on the ordinary basis up to and including 6 December 2016 and on the indemnity basis on and from 7 December 2016, with those costs (under Community Land Management Act 1989 (NSW) s 112) ordered to be paid from a levy on members of the Community Association other than OC SP 65564.
- 7. The parties have liberty to apply in respect of any working out of these orders on 3 days' notice to the Tribunal and the other party, with reason for the exercise of liberty to be specified in writing, any response to be specified in writing within 3 days after such lodgement and service, and any reply to such response to be specified in writing within a further 3 days after such lodgement and service.

**G Burton** Tribunal Member

> Level 14 Civic Tower, 66 Goulburn Street, SYDNEY NSW 2000 GPO Box 4005, SYDNEY NSW 2001 ccdsydney@ncat.nsw.gov.au Direct Ph: 9307 6496 Toll free Ph: 1300 006 228 Fax: 9307 6301



Req:R413881 /Doc:DP 0270215 M /Rev:02-Jan-2018 /NSW LRS /Pgs:ALL /Prt:25-Feb-2021 13:01 /Seq:44 of 44 © Office of the Registrar-General /Src:SAIGLOBAL /Ref: 

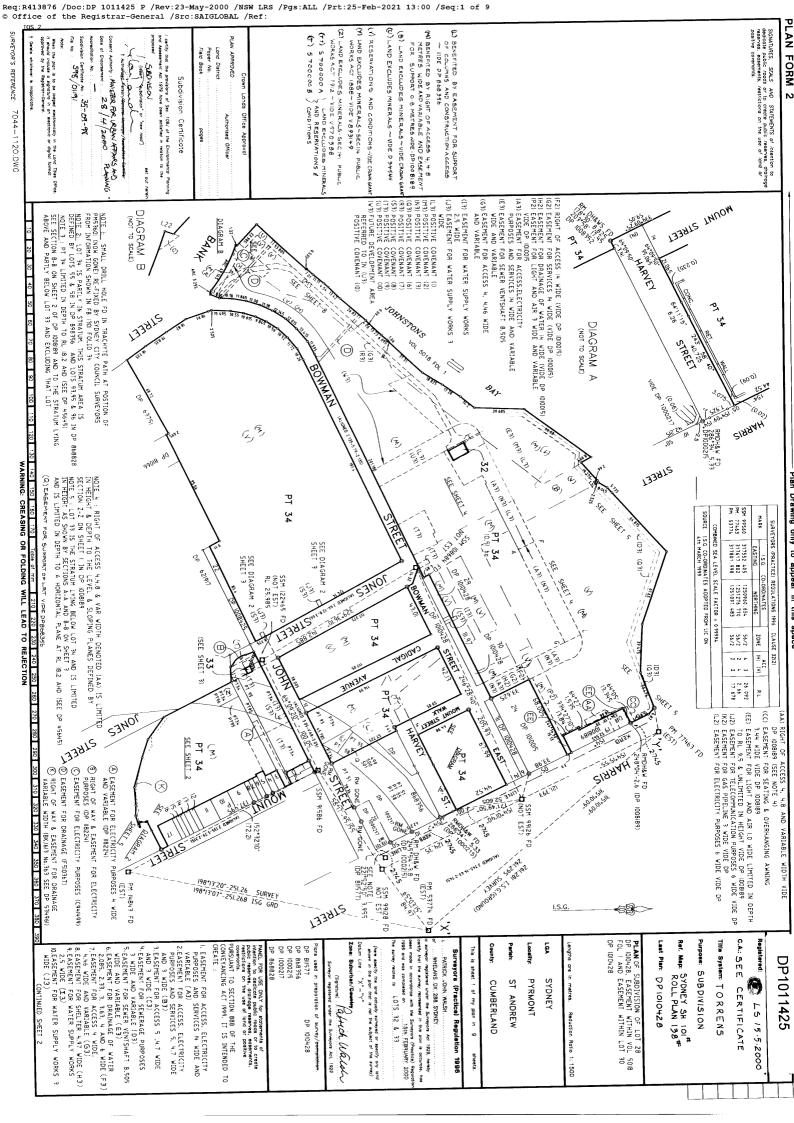
DP 270215

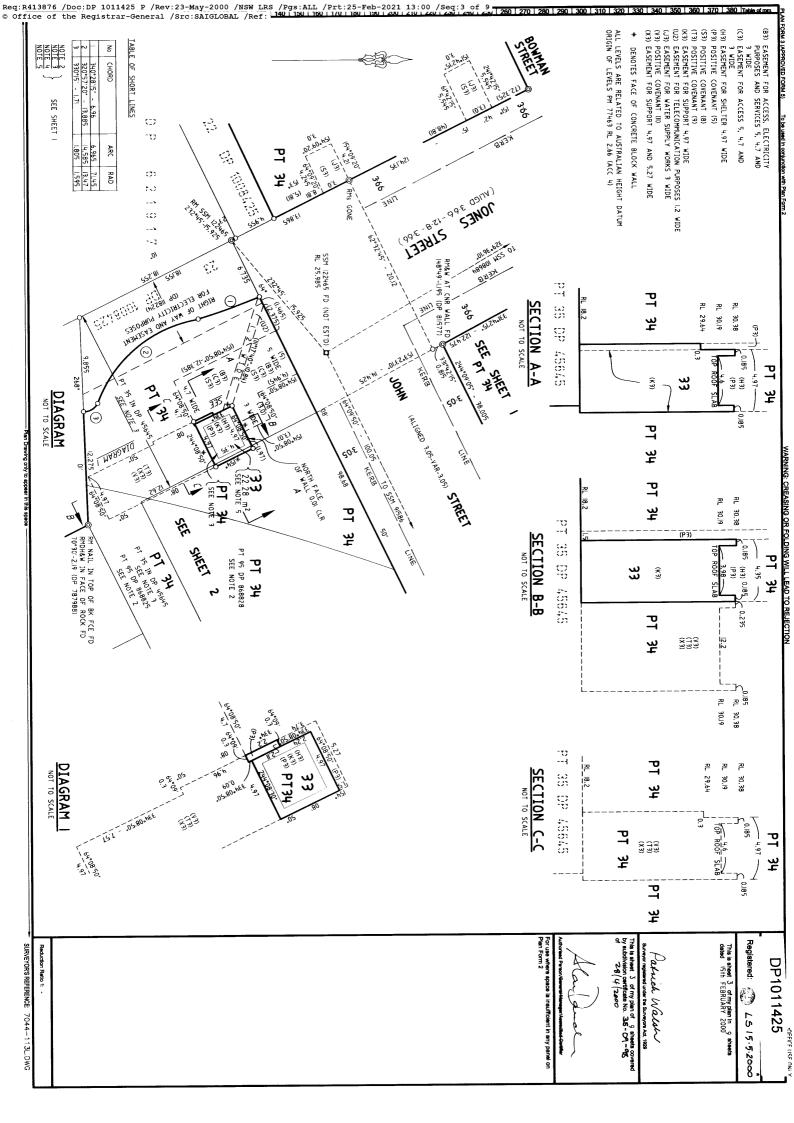
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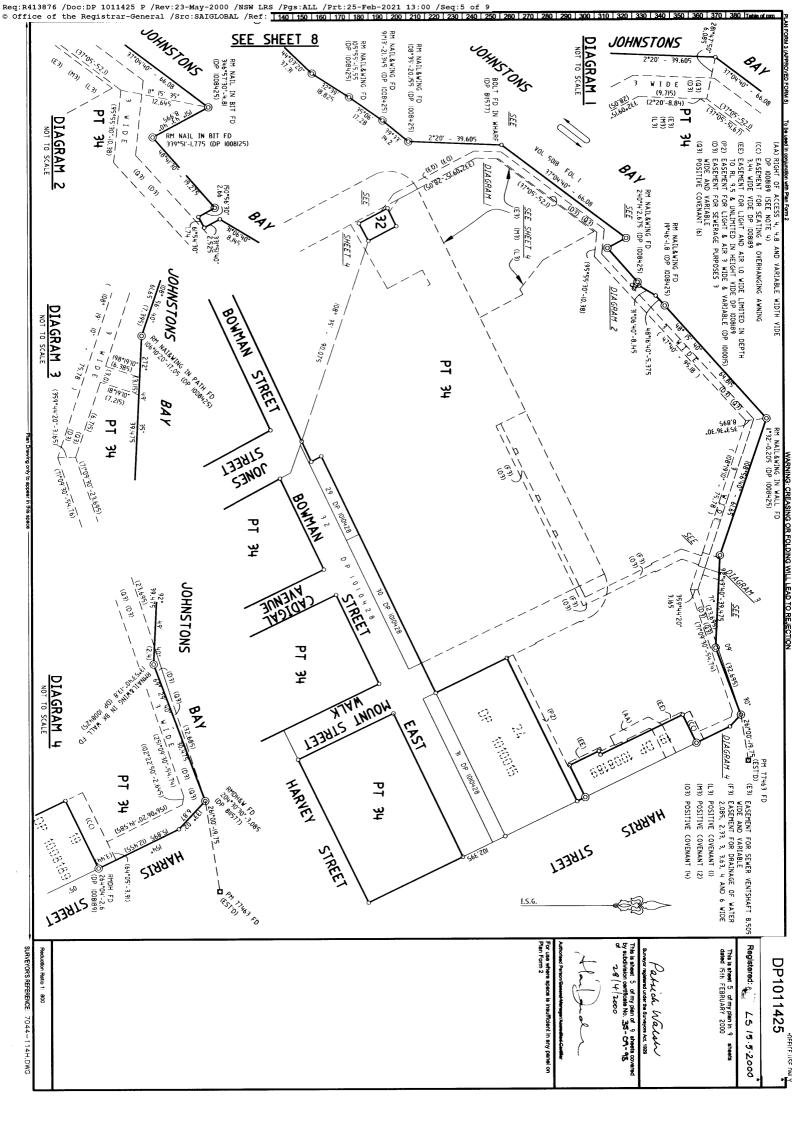
MANAGEMENT STATEMENT ANNEXURE 'C' Sheet 3 of 3 Sheets

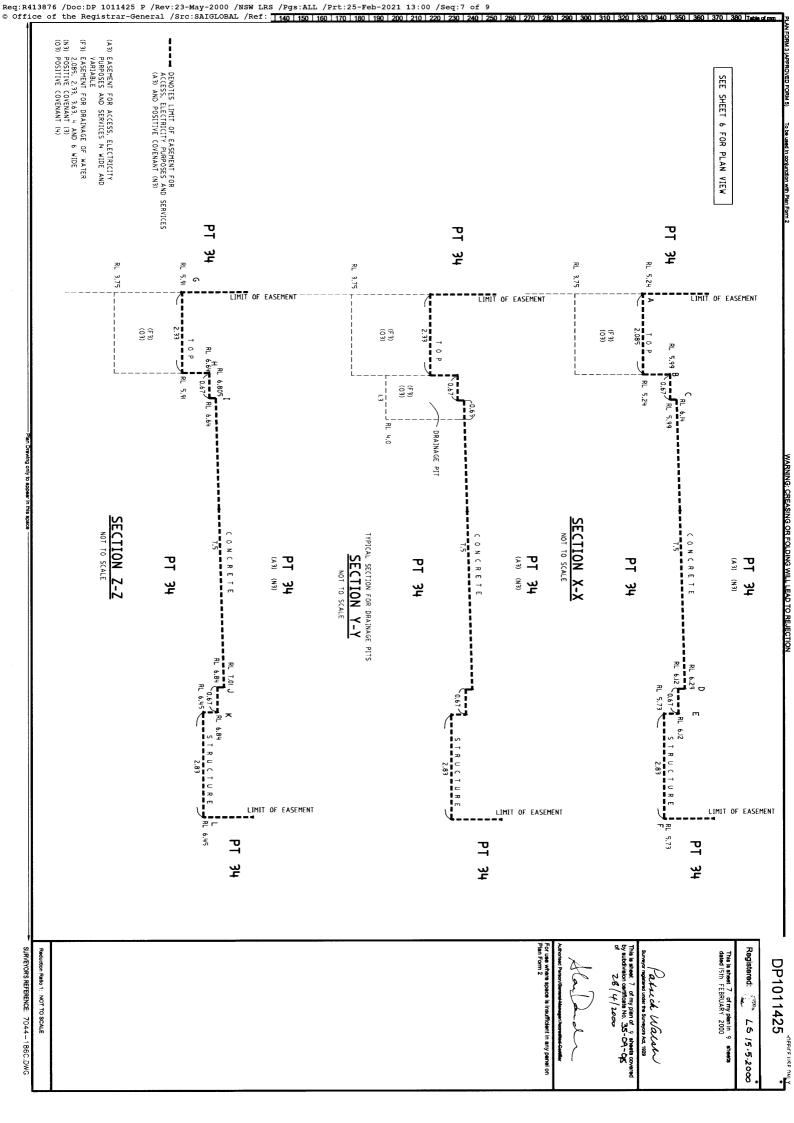


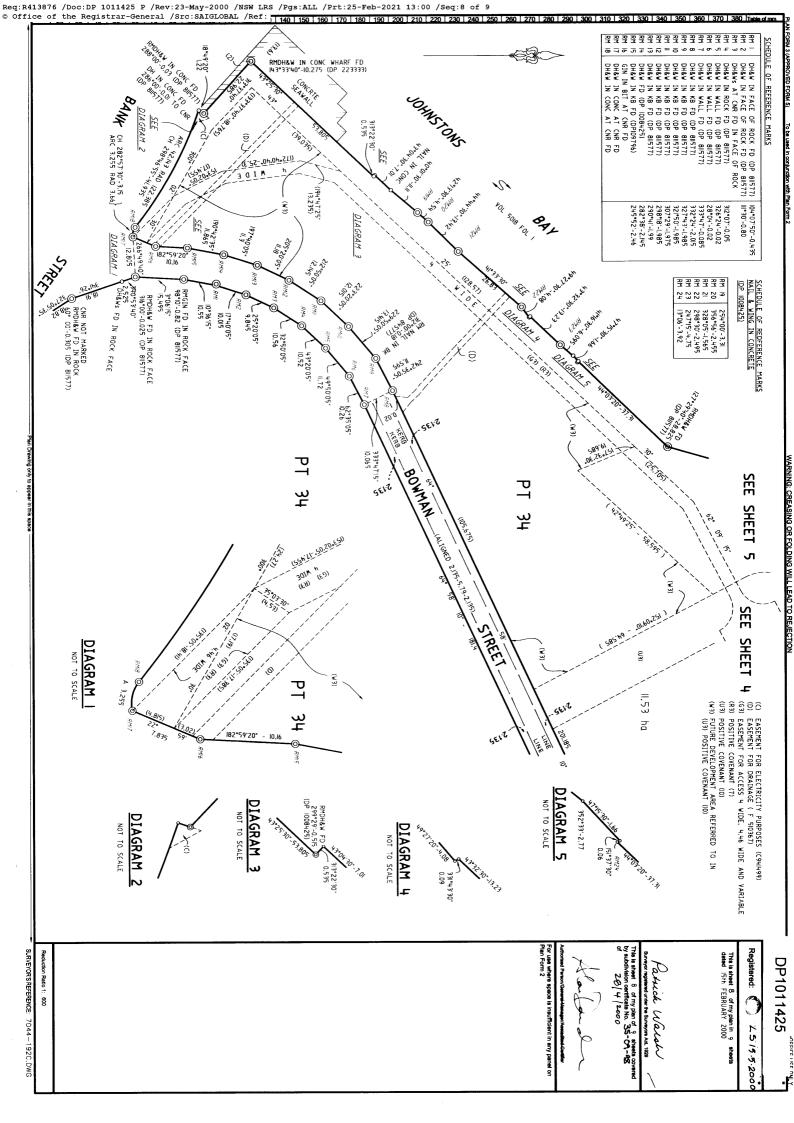
Level 14 Civic Tower, 66 Goulburn Street, SYDNEY NSW 2000 GPO Box 4005, SYDNEY NSW 2001 ccdsydney@ncat.nsw.gov.au Direct Ph: 9307 6496 Toll free Ph: 1300 006 228 Fax: 9307 6301











Name of witness.

Name of Attorney.

Name of witness.

Name of Attorney

REBECCA GOODWIN

AN FORM 3 (APPROVED FORM 5) To be used in contunction with Plan Form

OFFICE USE ONLY

Registered: 6 15.5.200

This is sheet 9 of my plan in 9 sheets defed 15th FEBRUARY 2000

Patrick Walder

This is shoot 9 of my plan of 9 shoots opposed by subdivision certificate No. 35-CM-48 of 26 / 4 / 2000

by its Attorneys under a Power of Attorney dated 2 November 1998 registed Book 4254 No. 248 Executed by Limosa Pty Limited of the revocation of that Power of Attorney in the 1999 registed Book 4254 No. 248 who declare that they have not received any notice by its Attorneys under a Power of Attorney dated 7 October 1999 registed Book 4252 No. 638 who declare that they have not received any notice presence of of the revocation of that Power of Attorney in the Executed by CBA Corporate Services (NSW) Pty Limited

Signature of witness. Curalto

Signature of Attorney 20 show

Name of witness.

Name of Attorney.

Phily Tracs

MONA HE

Name of Attorney.

RIBERT & KANNILA

REBECCA GOODWIN

Name of witness.

Name of Attorney.

Signature of witness

Signature of Attorney.

Signature of witness.

Signature of Attorney

RONALD CUTLER

J. Mark

TONALO CUTLER

R

ROBERT & Kannula

REBECCA GOODWIN

Name of witness.

of the revocation of that Power of Attorney ly the presence of Mark Power of Attorney ly the

presence or

by its Attorneys under a Power of Attorney dated 12 August Executed by Jacksons Landing Development Pty Limited

who declare that they have not received any notice

1999 registed Book 4253 No. 741

by its Attorneys under a Power of Attorney dated 25 October 1998 registed Book 4253 No. 739 of the revocation of that Power of Attorney in the Executed by Wirabay Limited presence of who declare that they have not received any notice

Signature of witness

Treat.

Signature of Attorney.

DONALD CHILER

COURT & TANOLA

Signature of witness. Seat 7

REBECCA GOODWIN

BOOKER IN THE WILA.

presence or by its Attorneys under a Power of Attorney dated 21 October Executed by Reco Star Pte Limited of the revocation of that Power of Attorney in the 1989 registed Book 4253 No. 740 who declare that they have not received any notice

Signed for Sydney Water Corporation by its Attorneys

016450

no notice of the revocation of the Power of Attorney Registered No.:4/8 Book.!!?!!f.under the authority of which this instrument

who hereby state at the time of executing this instrument have

has been executed.

Signature of Attorney. ROMALD CHILGR

Signature of witness. Name of witness. SARTIN BRAMBLE -Killich Signature of Attorney.

Signature of Attorney

c /- sybniey water

Address of witness

SIGNED BY ME ZENON MICHNIEWICZ AS DELEGATE OF THE WATERWAYS AUTHORITY AND I HEREBY CERTIFY THAT I HAVE NO NOTICE AS TO REVOCATION OF SUCH DELEGATION

Reduction Ratio 1: -

SURVEYOR'S REFERENCE: 7044-184A.DWG



Enquiry ID Agent ID Issue Date Correspondence ID Your reference 3427067 112176669 25 Feb 2021 1721062931 gorman 2021

SAI GLOBAL PROPERTY DIVISION PTY LTD GPO Box 5420 SYDNEY NSW 2001

Land Tax Certificate under section 47 of the Land Tax Management Act, 1956.

This information is based on data held by Revenue NSW.

Land ID Land address Taxable land value

S73528/190 Unit 1305, 8 DISTILLERY DRVE PYRMONT 2009 NOT AVAILABLE

There is no land tax (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

#### Important information

#### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

#### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

#### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

#### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

#### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

#### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

#### **Contact details**



Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au



1300 139 816\*



Phone enquiries 8:30 am - 5:00 pm, Mon. to Fri.

Overseas customers call +61 2 7808 6906
 Help in community languages is available.

City of Sydney Town Hall House 456 Kent Street Sydney NSW 2000

Telephone +61 2 9265 9333 Fax +61 2 9265 9222 council@cityofsydney.nsw.gov.au GPO Box 1591 Sydney NSW 2001 cityofsydney.nsw.gov.au



SAIGLOBAL PROPERTY 3/355 Spencer St WEST MELBOURNE VIC 3003

#### PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant: SAIGLOBAL PROPERTY

Your reference: 66723386:101759714

Address of property: 45 Bowman Street , PYRMONT NSW 2009

Owner: THE OWNERS - STRATA PLAN NO 73528

Description of land: Lot 54 DP 270215, Lots 1-29 SP 73528, Lots 31-125 SP 73528,

Lots 217 SP 88703, Lots 127-215 SP 73528

Certificate No.: 2021301345

Certificate Date: 1/03/21

Receipt No: 0168432

Fee: \$80.00

Paid: 1/03/21

Title information and description of land are provided from data supplied by the Valuer General and shown where available.

Issuing Officer per Monica Barone Chief Executive Officer

**CERTIFICATE ENQUIRIES:** 

Ph: 9265 9333 Fax: 9265 9415

### PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).

#### **DEVELOPMENT CONTROLS**

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

#### ZONING

#### Zone B4 Mixed Use (Sydney Local Environmental Plan 2012)

#### 1 Objectives of zone

- · To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- · To ensure uses support the viability of centres.

#### 2 Permitted without consent

Home occupations

#### 3 Permitted with consent

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

#### 4 Prohibited

Extractive industries; Heavy industrial storage establishments; Heavy industries

#### PROPOSED ZONING

This property is not affected by a draft zone.

#### LOCAL PLANNING CONTROLS

Sydney Harbour Foreshores and Waterways Area Development Control Plan 2005 (commenced 28.09.2005) – This DCP applies to all development proposals within the Foreshores and Waterways Area identified in SREP (Sydney Harbour Catchment) 2005 (refer to the Foreshores and Waterways Area map)

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012 NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

#### Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 - Central Sydney

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

### Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

#### HERITAGE

#### State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application from or by downloading the application form from www.heritage.nsw.gov.au

#### STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

#### State Environmental Planning Policy No. 19 - Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 - Hazardous and Offensive Development This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

#### State Environmental Planning Policy No. 55 - Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

#### State Environmental Planning Policy No. 64 - Advertising and Signage

This policy aims to ensure that signage (including advertising):

Is compatible with the desired amenity and visual character of an area, and

- Provides effective communications in suitable locations, and
- Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2005 and State Environmental Planning Policy No. 60 where these apply.

#### State Environmental Planning Policy No. 65 - Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

#### State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes) (Gazetted 31.05.02)

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a

requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

### State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
Aims to ensure consistency in the implementation of the BASIX scheme throughout the State.
This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

#### State Environmental Planning Policy (State Significant Precincts) 2005

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

### State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

# State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007 This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.