

**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 & 88E OF THE CONVEYANCING ACT, 1919.**

LENGTHS ARE IN METRES

(Sheet 1 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No. **14/2014/41611**

**Full name and address of Proprietors of Land**

**COOPS (NSW) PTY LIMITED  
 (A.C.N. 073 530 588)  
 of Suite 5, Level 5  
 66 Hunter Street, SYDNEY  
 NSW 2000**

**Full Name and Address of Mortgagee of Land:**

**National Australia Bank Limited  
 of 255 George Street,  
 Sydney 2000**

**PART 1 (CREATION)**

| <b>Number of item shown in the intention panel on the plan:</b> | <b>Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan:</b> | <b>Burdened lot(s) or parcel(s):</b>                           | <b>Benefited lot(s), road(s), persons, bodies or Prescribed Authorities:</b>   |
|---|--|--|--|
| 1   | Easement for Electricity and Other Purposes 3.44 wide (S)  | Lot 136  | Alpha Distribution Ministerial Holding Corporation<br>ABN 67 505 337 385   |
| 2   | Easement to Drain Water 1.5 Wide (T)   | Lot 102  | Lot 101  |
| 3   | Easement to Drain Water 1.5 Wide (U)   | Lot 108<br>Lot 107<br>Lot 106<br>Lot 105<br>Lot 104<br>Lot 103 | Lot 109<br>Lots 108 to 109 inclusive<br>Lots 107 to 109 inclusive<br>Lots 106 to 109 inclusive<br>Lots 105 to 109 inclusive<br>Lots 104 to 109 inclusive |
| 4   | Easement to Drain Water 1.5 Wide (V)   | Lot 143<br>Lot 150<br>Lot 122<br>Lot 121<br>Lot 120            | Lot 144<br>Lots 143 & 144<br>Lots 144, 143 & 150<br>Lots 144, 143, 150 & 122<br>Lots 144, 143, 150, 122 & 121  |

**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 & 88E OF THE CONVEYANCING ACT, 1919.**

LENGTHS ARE IN METRES

(Sheet 2 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No. **14/2014/41611**

|   |   |         |  |
|---|---|---------|--|
|   |   | Lot 114 | Lots 144, 143, 150, 122, 121 & 120   |
| 5 | Easement to Drain Water<br>1.5 Wide (W) | Lot 115 | Lot 119  |
| 6 | Easement to Drain Water<br>1.5 Wide (X) | Lot 139 | that area designated "AB" within Lot 135   |
|   |   | Lot 138 | Lot 139 and that area designated "AB" within Lot 135   |
|   |   | Lot 137 | Lots 139 & 138 and that area designated "AB" within Lot 135  |
|   |   | Lot 126 | Lots 137 to 139 inclusive and that area designated "AB" within Lot 135                               |
|   |   | Lot 127 | Lot 126 and Lots 137 to 139 inclusive and that area designated "AB" within Lot 135                   |
|   |   | Lot 128 | Lots 126 to 127 inclusive and Lots 137 to 139 inclusive and that area designated "AB" within Lot 135 |
|   |   | Lot 129 | Lots 126 to 128 inclusive and Lots 137 to 139 inclusive and that area designated "AB" within Lot 135 |
|   |   | Lot 130 | Lots 126 to 129 inclusive and Lots 137 to 139 inclusive and that area designated "AB" within Lot 135 |
|   |   | Lot 131 | Lots 126 to 130 inclusive and Lots 137 to 139  |

**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 & 88E OF THE CONVEYANCING ACT, 1919.**

LENGTHS ARE IN METRES

(Sheet 3 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate

No. **14/2014/41611**

|    |  |                             |  |
|----|--|-----------------------------|--|
|    |  | Lot 132                     | inclusive and that area designated "AB" within Lot 135   |
|    |  | Lot 133                     | Lots 126 to 131 inclusive and Lots 137 to 139 inclusive and that area designated "AB" within Lot 135 |
|    |  |                             | Lots 126 to 132 inclusive and Lots 137 to 139 inclusive and that area designated "AB" within Lot 135 |
| 7  | Restriction on the Use of Land 10 Wide and Variable (Y)  | <b>PART</b> Lot 136         | Cessnock City Council  |
| 8  | Easement for Water Supply 4 Wide (Q)                     | Lot 136                     | Lot 135  |
| 9  | Restriction on the Use of Land 15 Wide (AC)              | <b>PART</b> Lot 136         | Cessnock City Council  |
| 10 | Restriction on the Use of Land 25 Wide and Variable (AD) | <b>PART</b> Lot 136         | Cessnock City Council  |
| 11 | Restriction on the Use of Land (AE)                      | Lot 136                     | Cessnock City Council  |
| 12 | Restriction on the Use of Land                           | Every Lot excepting Lot 134 | Cessnock City Council  |
| 13 | Positive Covenant (AH)                                   | Lot 136                     | Cessnock City Council  |
| 14 | Easement for riparian zone rehabilitation (AJ)           | Lot 136                     | Lot 135  |

**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 & 88E OF THE CONVEYANCING ACT, 1919.**

LENGTHS ARE IN METRES

(Sheet 4 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate

No. **14/2014 (41611)**

**PART 2**

**1. Terms of the easement, firstly referred to in the abovementioned plan**

An easement is created on the terms and conditions set out in memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

**2. Terms of the restriction on the use of land, seventhly referred to in the abovementioned plan**

The area marked in the plan (Y) being 10 metres wide and variable, shall be managed as an Asset Protection Zone (APZ) in accordance with Planning for Bushfire Protection 2006 and the NSW Rural Fire Service's document Standards for asset protection zones.

**3. Terms of the restriction for water supply 4 wide, eighthly referred to in the abovementioned plan**

**Part A  
Definitions and interpretation**

The following terms have the following meanings:

**Ancillary Works** means works ancillary to the Pipeline whether above, on or below ground.

**Authorised Users** means Hunter Water Corporation's agents, employees, successors and assigns which are authorised to carry out the functions under the Hunter Water Act 1991 and all other Persons authorised to act on its or their behalf to do all things reasonably necessary or appropriate to carry out its functions under the Hunter Water Act 1991.

**Burdened Owner** means the owner for the time being of the Lot Burdened and any Person having an estate or interest in the Lot Burdened.

**Easement Site** means that part of the Lot Burdened shown as easement for Pipeline on any plan registered with the New South Wales Department of Lands.

**Hunter Water** means the owner of the Pipeline and Ancillary Works, its successors and assigns.

**Lot Burdened** means the land over which the easement is granted.

**Lot 135** means lot 135 as created under the plan of subdivision to which this instrument relates, as well as successor lots created from lot 135 from time to time.

**Person** includes a body corporate.

**Pipeline(s)** means a pipeline or pipelines for the conveyance of water, recycled

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

LENGTHS ARE IN METRES

(Sheet 5 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate

No. **14/2014/4611**

water, effluent or sewerage whether above, on or below the ground and all associated apparatus and equipment and any ancillary works.

**Part B  
Easement for water supply**

Hunter Water and its Authorised Users may:

(a) Construct, lay, maintain, repair, renew, cleanse, inspect, replace, divert or alter the position of any Pipeline or any Ancillary Works in the Easement Site; and

(b) Convey or permit the conveyance of water, recycled water, effluent or sewerage through the Pipeline within the Easement Site.

**Part C  
General provisions of easement**

For the purpose of exercising its rights under this easement, Hunter Water and its Authorised Users, may:

(a) enter the Lot Burdened, with or without vehicles, plant and equipment, for any purpose permitted by this easement;

(b) do anything reasonably necessary to obtain access to and pass along to the Easement Site;

(c) do anything reasonably necessary for the exercise of Hunter Water's rights under this easement.

The Burdened Owner acknowledges that ownership of any Pipeline or other Ancillary Works located in the Easement Site remains with Hunter Water.

Hunter Water covenants with the Burdened Owner that:

(a) in exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened;

(b) it will procure that any damage caused to the surface of the Lot Burdened is restored as nearly as practicable to its original condition; and

(c) subject to its rights under this easement, it will procure that the Burdened Owner's reasonable use or occupation of the Lot Burdened is not impeded.

Subject to its foregoing rights under this easement, the Burdened Owner covenants with Hunter Water that it will not:

(a) do or allow anything which will interfere with, damage, or destroy the Pipeline or will interfere with the effective operation of the Pipeline or any Ancillary Work;

(b) obstruct Hunter Water in the exercise of its rights under this easement; or place any structures or improvements on the Easement Site without first seeking the consent in writing of Hunter Water which may be withheld in the absolute discretion of Hunter Water.

**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 & 88E OF THE CONVEYANCING ACT, 1919.**

**LENGTHS ARE IN METRES**

(Sheet 6 of 12 Sheets)

**Plan: DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate

No. **14/2014/416/1**

**Part D**

**Lot 135 rights and obligations**

The owner of Lot 135 and its authorised agents and contractors will have the same rights and obligations as Hunter Water and its Authorised Users under this easement for water supply 4 wide.

**4. Terms of the restriction on the use of land, ninethly referred to in the abovementioned plan**

No building shall be constructed or if constructed permitted to remain on any lot so burdened unless such building is located within the area designated (AC).

**5. Terms of the restriction on the use of land, tenthly referred to in the abovementioned plan**

- I. The area marked in the plan (AD) being 25 metres wide, shall be managed as an Asset Protection Zone (APZ); AND
- II. Mature trees (3m in height and above) located within the Asset Protection Zone designated as (AD) are to be retained unless such trees are required to be removed to maintain canopy separation to meet Asset Protection Requirements; AND
- III. Notwithstanding item (ii) above any Trees containing Grey-crowned Babbler nests located within the Asset Protection Zone designated (AD) identified as part of development application 8/2014/416/2 approved by Cessnock City Council must be retained and not disturbed or cleared as defined under the Native Vegetation Act 2003.

All APZ's shall be managed in accordance with Planning for Bushfire Protection 2006 and the NSW Rural Fire Service's document Standards for asset protection zones.

**6. Terms of the restriction on the use of land, eleventhly referred to in the abovementioned plan**

Within the area so designated (AE) on any lot so burdened all native vegetation as defined under the Native Vegetation Act of 2003 is to be retained in a natural state and not used by vehicles (including Motor cycles, All Terrain Vehicles or similar), grazed by livestock (including Horses or other domestic animals), used for agricultural purposes or cleared (as defined under the Native Vegetation Act 2003). The native vegetation is to be protected in perpetuity.

Any landscaping is to use native species of local provenance to provide additional foraging habitat for native fauna. Native species should be characteristic of Lower Hunter Spotted Gum Ironbark Forest Endangered Ecological Community or Hunter Lowland Redgum Forest

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

LENGTHS ARE IN METRES

(Sheet 7 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No. **14/2014/4611**

Endangered Ecological Community, *Myoporum parvifolium* and *Nandina domestica* are not to be used for landscaping and if planted removed.

**7. Terms of the restriction on the use of land, twelfthly referred to in the abovementioned plan**

No cats are to be kept on any lot so burdened or if kept permitted to remain to protect native fauna. Any dogs must be kept within a securely fenced area to prevent them from entering areas of native vegetation and harming native fauna. Fences must be constructed to prevent dogs from entering the areas of native vegetation.

**8. Terms of the Positive Covenant, thirteenthly referred to in the abovementioned plan**

The owner of the lot so burdened must maintain the land in accordance with the Plan of Management prepared by RPS Australia East Pty Ltd, 22 November 2016, as approved by Cessnock City Council.

**9. Terms of the easement for riparian zone rehabilitation, fourteenthly referred to in the abovementioned plan**

The grantee of the easement may enter the lot so burdened to maintain the riparian zone rehabilitation area as identified on the face of the plan for the purposes as outlined below.

The owner of the lot so benefited shall maintain the Riparian zone in accordance with approvals by Office of Environment and Water and in doing so, shall;

- (a) by any reasonable means pass across each lot burdened, but only within the site of this easement, and
- (b) do anything reasonably necessary for the purpose of the easement, including:
  - entering the lot burdened, and
  - taking anything on to the lot burdened, and
  - carrying out works within the site of this easement, such as constructing, placing, repairing or maintaining the riparian zone.

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 and any occupier of the lot burdened.

**Name of the person or authority empowered to release, vary or modify the easement, covenant or restriction numbered 1**

Alpha Distribution Ministerial Holding Corporation

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

**LENGTHS ARE IN METRES**

(Sheet 8 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621  
covered by Subdivision Certificate

No. **14/2014/41611**

**Name of the person or authority empowered to release, vary or modify the easement,  
covenant or restriction numbered 2 to 7 inclusive and 9 to 13 inclusive**

Cessnock City Council

**Name of the person or authority empowered to release, vary or modify the easement,  
covenant or restriction numbered 8**

Cessnock City Council and Coops (NSW) Pty Ltd

**Name of the person or authority empowered to release, vary or modify the easement,  
covenant or restriction numbered 14**

Coops (NSW) Pty Ltd



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

LENGTHS ARE IN METRES

(Sheet 9 of 12 Sheets)

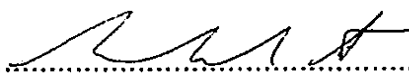
Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No. **14/2014/41611**

Signed, sealed and delivered for and )  
on behalf of **Alpha Distribution** )  
**Ministerial Holding Corporation** )  
67 505 337 385 in the presence of: )



Signature of Witness



Signature of Agent for Michael Pratt,  
NSW Treasury Secretary (NSW  
Treasurer's delegate under delegation  
dated 24 November 2015), on behalf of  
Alpha Distribution Ministerial Holding  
Corporation

KEVIN PEK

Print name of Witness

RICHARD DENT

Name of Agent in full

52 Martin Place  
Sydney NSW 2000

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

LENGTHS ARE IN METRES

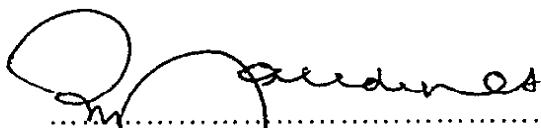
(Sheet 10 of 12 Sheets)

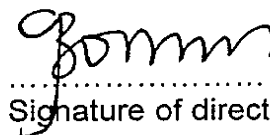
Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate

No. **14 (2014) 14611**

EXECUTED by COOPS (NSW) PTY LIMITED (A.C.N. 073 530 588) in accordance with section 127 of the Corporations Act: )  
)

  
.....  
Signature of director

  
.....  
Signature of director/secretary

**BRUCE W. BAUDINET**  
.....  
Name (please print)

**GEOFFREY MARK BONUS**  
.....  
Name (please print)

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

LENGTHS ARE IN METRES

(Sheet 11 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No. **14/2014/41611**

**National Australia Bank Limited**

Mortgage under Mortgage No. AK519365  
Signed at Adelaide, South Australia this 2<sup>nd</sup> day of May  
2018 for National Australia Bank Limited ABN 12004  
044 937 by Hugh Mincham Bailey its duly appointed  
Attorney under  
Power of Attorney No. 39 Book 4512

*Hugh Mincham Bailey*

Attorney Signature, Level 3 Attorney

Witness Signature

**BARRY WILHELM**  
AGRIBUSINESS MANAGER

Witness Name

4922 KING WILLIAM ST  
ADELAIDE SA 5000

Witness Address

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

LENGTHS ARE IN METRES

(Sheet 12 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621  
covered by Subdivision Certificate  
No. **14/2014/416/1**

**Cessnock City Council by its authorised delegate pursuant to s.377 Local Government Act  
1993**

*P. Giannopoulos*

Signature of Delegate

**PETER GIANNOPOULOS**

Name of Delegate (please print)

I certify that I am an eligible witness and that the delegate signed in my presence

*Angela Peterson*

Signature of Witness

**Angela Peterson**

Name of Witness (please print)

**62-78 Vincent Street, CESSNOCK**

Address of Witness

REGISTERED



25.06.2018