

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À 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.**

(Lengths are in metres)

(Sheet 1 of 4 sheets)

PLAN:

Plan of Subdivision of Lot 105 in DP 1256784
covered by Council's Certificate No.
Dated:

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

GMR Developments Pty Ltd
(ACN 602 965 677)
Level 18, Citygroup Centre
2 Park Street, Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction or Positive Covenant to be created and referred to in the plan	Burdened lot(s) or Parcel(s)	Benefited lot(s), Road(s), Bodies or Prescribed Authorities
1	Easement to Drain Water 1 Wide. (A)	201 202	202 & 203 203
2	Easement for Access and Maintenance 0.9 Wide. (C)	201 202	202 203

PART 2 (Terms)

1. Terms of Easement numbered 1 in the abovementioned plan:

An Easement to Drain Water as set out in Schedule 8, Part 3 of the Conveyancing Act 1919,
as amended.

Approved by Council

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Authorised Officer

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2. Terms of Easement numbered 2 to in the abovementioned plan:

The owner of a lot benefited and every person authorised by that person may, by any reasonable means:

- (a) Access the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the residential dwelling and associated structures adjacent to the Easement Site situated on the lot benefited that may or may not be built up to the boundary line adjacent to the lot burdened; and
- (b) Remain on the Easement Site for any reasonable time for the purposes outlined in Clause (a).

The owner of a lot benefited and every person authorised by that person must:

- (a) Cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising their rights under this Easement;
- (b) Comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
- (c) Except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.

In exercising the powers granted under this Easement, the Owner of the lot benefited must:

- (a) Ensure that all work is done properly; and
- (b) Restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
- (c) Make good any collateral damage.

The owner of the burdened lot and the owner of the benefited lot acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Easement for Access and Maintenance and any dispute is a civil matter to be resolved between the parties.

Name of Authority whose consent is required to release, vary or modify the Easements numbered 1 and 2 in the abovementioned plan is Blacktown City Council.

Approved by Council

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Authorised Officer

(Lengths are in metres)

(Sheet 3 of 4 sheets)

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Dated:

SIGNATURES

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

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Signature of Delegate

.....
Name of Delegate

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

Signature of Witness

.....
Name of Witness

.....
.....
.....

Address of Witness

Approved by Council
Authorised Officer

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SIGNATURES

EXECUTED BY GMR DEVELOPMENTS PTY LTD (ACN 602 965 677) BY ITS AUTHORISED OFFICER PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001.

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Ni Buyang
Sole Director/ Sole Secretary

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