

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

(Sheet 1 of 11 Sheets)

Plan:

Plan of Subdivision of Lot 100 DP 1228203
covered by Subdivision Certificate
No. Dated:

Full name and address of the
owners of the land:

GC NSW PTY LTD
ACN 618 096 987
BURWOOD NSW 2134

Full name and address of the
mortgagee of the land:

NATIONAL AUSTRALIA BANK LIMITED
ACN 004 044 937
DOCKLANDS VIC 3008

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain water 1.5 wide (A)	211 218 219 220 221 222 224 225 226 227 228 229 230 231 232 233	101/1228203 to 111/1228203 inclusive 219 to 223 inclusive 220 to 223 inclusive 221 to 223 inclusive 222, 223 223 225 to 234 inclusive 226 to 234 inclusive 227 to 234 inclusive 228 to 234 inclusive 229 to 234 inclusive 230 to 234 inclusive 231 to 234 inclusive 232 to 234 inclusive 233, 234 234
2	Easement to drain water 8 wide and variable (B)	200	Blacktown City Council
3	Easement for Padmount Substation 3.25 wide (E)	218	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4	Restriction on the use of Land (EB)	Part Lot 218, Part Lot 219	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

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Plan of Subdivision of Lots 100 DP 1228203
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Number of item shown in the intention panel on the plan	Identity of easement, profit a`prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
5	Restriction on the use of land (EC)	Part Lot 218, Part Lot 219	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
6	Easement for support of retaining wall 0.9 wide (S)	204 209 215 200	203 208 214 227 to 231 inclusive
7	Restriction on the use of land	201 to 234 inclusive	Every other lot except Lot 200
8	Restriction on the use of land	201 to 234 inclusive	Every other lot except Lot 200
9	Restriction on the use of land	203 208 214 227 to 231 inclusive	204 209 215 Part Lot 200
10	Restriction on the use of land	201 to 214 inclusive, 216 to 219 inclusive, 221 to 234 inclusive	Blacktown City Council
11	Restriction on the use of land	201 to 234 inclusive	Blacktown City Council
12	Restriction on the use of land	201 to 234 inclusive	Blacktown City Council

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit a`prendre, to be released 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 8 wide and variable (B) created by DP 1228203	100/1228203	Blacktown City Council

Plan:

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Part 2 (Terms)

1 TERMS OF EASEMENT FOR PADMOUNT SUBSTATION NUMBERED 3 IN THE PLAN.

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

2 TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 4 IN THE PLAN.

2.1 Definitions:

- 2.1.1 **120/120/120** fire rating and **60/60/60** fire rating means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 2.1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 2.1.3 **erect** includes construct, install, build and maintain.
- 2.1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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

- 2.2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

2.3 The fire ratings mentioned in clause 2.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

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

- 2.4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform

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No. Dated:

the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

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

3 TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 5 IN THE PLAN.

3.1 Definitions:

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

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

- 3.2 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

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

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

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

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4 TERMS OF EASEMENT FOR SUPPORT OF RETAINING WALL NUMBERED 6 IN THE PLAN.

4.1 In this easement:-

Retaining Wall means the retaining wall located on the lot benefitted and or within the easement site upon the lot burdened and includes its footings.

4.2 The owner of the lot burdened grants to the owner of the lot benefitted a right of support over that part of the lot burdened containing the site of this easement for the purpose of supporting the Retaining Wall.

4.3 The owner of the lot benefitted:

- (i) must keep the Retaining Wall in good repair and safe condition; and
- (ii) may do anything reasonably necessary for that purpose including:
 - entering the lot burdened;
 - taking anything onto the lot burdened; and
 - carrying out work.

4.4 The owner of the lot burdened must not do anything which will detract from the stability of or the support provided by the Retaining Wall.

4.5 The owner of the lot benefitted, in exercising its rights under this easement must:

- (i) ensure all work is done properly;
- (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (iii) restore the lot burdened as nearly as practicable to its former condition; and
- (iv) make good any collateral damage.

4.6 Except when urgent work is required, the owner of the lot benefitted must give the owner of the lot burdened reasonable notice of their intention to enter the lot burdened.

5 TERMS OF RESTRICTIONS ON THE USE OF LAND NUMBERED 7 IN THE PLAN.

5.1 No building shall be erected or permitted to remain erected on any lot burdened unless totally constructed (at the time of its erection on the lot) of new materials.

5.2 No factory manufactured homes, mobile homes, demountable homes, shipping containers or other dwellings manufactured or previously situated elsewhere shall be placed on or permitted to remain on any lot burdened.

Plan:

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- 5.3 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a dwelling on the relevant lot burdened.

6 TERMS OF RESTRICTIONS ON THE USE OF LAND NUMBERED 8 IN THE PLAN.

- 6.1 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by GC NSW Pty Ltd without the consent of GC NSW Pty Ltd or their nominees other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to GC NSW Pty Ltd or their nominees and in favour of any person dealing with the purchasers or their assigns. Such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this restriction in regard to fencing shall be binding on a purchaser, its executors and administrators and assigns only during the ownership of the said adjoining lands by GC NSW Pty Ltd or their nominees other than purchasers on sale.
- 6.2 The terms of the restrictions hereby created shall expire and be of no further force and effect from the date expiring three (3) years after the date of registration of the Deposited Plan pursuant to which these restrictions are created.
- 6.3 Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

7 TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 9 IN THE PLAN.

- 7.1 In this easement:-

Retaining Wall means the retaining wall located on the lot benefitted and or within the easement site and includes its footings.

- 7.2 The owner of the lot burdened must not do anything or carry out any works on the lot burdened which may damage or destabilise the Retaining Wall located on the lot benefitted and or within the easement site shown (S) on the plan.

8 TERMS OF RESTRICTIONS ON THE USE OF LAND NUMBERED 10 IN THE PLAN.

- 8.1 No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Blacktown City Council.

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9 TERMS OF RESTRICTIONS ON THE USE OF LAND NUMBERED 11 IN THE PLAN.

- 9.1 No building or structure shall be erected on the lot hereby burdened without further geotechnical inspections being carried out prior and during construction by a suitably qualified Geotechnical Engineer in accordance with the salinity report DD443-LC001 from the Dirt Doctors dated 24th January 2018.

10 TERMS OF RESTRICTIONS ON THE USE OF LAND NUMBERED 12 IN THE PLAN.

- 10.1 The walls of any dwelling erected on the lot burdened is not to be located within 900mm of the side boundary unless there is a registered maintenance easement on the adjoining property extending the length of the wall.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY EASEMENTS TO DRAIN WATER NUMBERED 1 AND 2 IN THE PLAN.

The owners of the lots burdened and benefitted, only with the consent of the Blacktown City Council.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY EASEMENT NUMBERED 3, AND THE RESTRICTIONS ON THE USE OF LAND NUMBERED 4 AND 5 IN THE PLAN.

Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTIONS ON THE USE OF LAND NUMBERED 7 AND 8 IN THE PLAN.

The registered proprietor/s of the benefitted lots.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY EASEMENT FOR SUPPORT OF RETAINING WALL NUMBERED 6 AND RESTRICTION NUMBERED 9 IN THE PLAN.

The owners of the lots benefitted. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTIONS ON THE USE OF LAND NUMBERED 10, 11 AND 12 IN THE PLAN.

Blacktown City Council

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No. _____ Dated: _____

BLACKTOWN CITY COUNCIL by its
authorised delegate pursuant to s.377
Local Government Act 1993

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

Signature of delegate

Signature of Witness

Name of delegate (BLOCK LETTERS)

Name of Witness (BLOCK LETTERS)

Address of Witness

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Plan of Subdivision of Lots 100 DP 1228203
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No. Dated:

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

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

Signature of witness:

Signature of attorney:

Name of witness:

Name and position of attorney:
Helen Smith
Manager Property & Fleet

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

Power of attorney:
Book 4727 No 524

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

Endeavour Energy reference:

Date of signature:

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Execution by NATIONAL AUSTRALIA BANK LIMITED (ACN 004 044 937)