

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, POSITIVE COVENANTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT 1919

(Sheet 1 of 7 Sheets)

Plan: Plan of easements over Lot 21 and Lot 22
DP1220661

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

Lot 21 DP 1220661:

MPG Funds Management Limited
19 Warlters St
Port Macquarie NSW 2444

Lot 22 DP 1220661:

Planet Warrriewood Pty Ltd
29 Park Street
Port Macquarie NSW 2444

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of the 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
1.	Easement for parking and access variable width	Lot 21 Lot 22	Lot 22 Lot 21

Plan: Plan of easements over Lot 21 and Lot 22
DP1220661

Part 2 (Terms)

1 DICTIONARY

In this instrument:

- (a) **Act** means the *Conveyancing Act* 1919 as amended from time to time.
- (b) **Authorised Users** means any lessee, sub-lessee or licensee or contractors, representatives, officers, employees, agents, customers and invitees.
- (c) **Grantor** means the owner of the Lot Burdened.
- (d) **Grantee** means the owner of the Lot Benefited.
- (e) **Lot Benefited** means a lot benefited by an easement in this instrument.
- (f) **Lot Burdened** means a lot burdened by an easement in this instrument.

2 Easement for parking and access variable width

2.1 Easement

- (a) The Grantor grants full, free and unimpeded right for the Grantee and its and its Authorised Users to use the Lot Burdened to park motor vehicles, motor carriages, bicycles and/or trailers, subject to all of the following:
 - (i) only within the easement site;
 - (ii) only where (and within) marked with line markings (or other physical features) as individual parking spaces;
 - (iii) only to the extent that there are vacant parking spaces in the easement site at any particular point-in-time (that is spaces not being occupied by the Grantor or its Authorised Users);
 - (iv) in accordance with any reasonable security requirements of the Grantor; and
 - (v) the right does not extend to trucks exceeding 8.2 tonnes axel load or trucks exceeding 12.5 metres in length.
- (b) The Grantor grants full, free and unimpeded right for the Grantee and its and its Authorised Users to go, pass and repass at all times (including by foot) within any part of the easement site that is designed and built (before or after this easement comes into effect) for:
 - (i) the parking of motor vehicles, motor carriages, bicycles and/or trailers in accordance with clause 2.1(a);

- (ii) accessing or attending to such parked motor vehicles, motor carriages, bicycles and/or trailers; or
- (iii) removing such parked motor vehicles, motor carriages, bicycles and/or trailers,

provided that such access is limited to use of those built areas within (and in accordance with) their design purpose.

(c) The Grantor must:

- (i) at all times maintain the access, including constructing, placing, repairing or maintaining trafficable surfaces and all accessways with the minimum of inconvenience to the Grantee;
- (ii) ensure that at all times of the day (in which a business on the Lot Benefited is operating) any part of the easement site that is the subject of clause 2.1(b) is lit (and otherwise be kept safe) for vehicular and pedestrian use in accordance with its design purpose (subject to the carrying out of reasonable temporary construction or repair works); and

(d) The Owner of Lot 22, which as at the date of this Agreement is Planet Warriewood Pty Ltd ACN 081 419 052 must:

- (i) pay for all the costs, and expenses in relation to satisfying the obligations in clause 2.1(c) ("Easement Costs") from time to time; and
- (ii) indemnify and keep indemnified the Owner of Lot 21 in relation to all such Easement Costs and any loss caused or contributed to either directly or indirectly as a result of the Owner of Lot 22 failing to satisfy the obligations in clause 2.1(c).

2.2 Release, etc.

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

The Grantor and the Grantee jointly.

Executed by owner of Lot 21 DP 1220661

EXECUTED by MPG Funds Management)
Limited ACN 102 843 809 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth)

.....
Print name

.....
Signature of Director / Company Secretary

.....
Print name

.....
Signature of Director

**Executed by Commonwealth Bank of Australia Limited (mortgagee of Lot 21 in
Deposited Plan 1220661 under mortgage AK675862)**

Executed by owner of Lot 22 DP 1220661

EXECUTED by Planet Warriewood Pty Ltd)
ACN 081 419 052 in accordance with section)
127(1) of the *Corporations Act 2001* (Cth))

.....
Print name

.....
Signature of Director / Company Secretary

.....
Print name

.....
Signature of Director

**Executed by Commonwealth Bank of Australia Limited (mortgagee of Lot 22 in
Deposited Plan 1220661 under mortgage AN766144)**