

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 of the Conveyancing Act 1919

Lengths are in metres:

(Sheet 1 of 13 sheets)

Plan:

Plan of Subdivision of Lot 33 in DP

Covered By

Dated

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

East End Stage 3 Pty Ltd
ACN 616 421 759

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 FOR SUPPORT & SHELTER (WHOLE OF LOTS)	34,35	34,35
2	EASEMENT FOR SERVICES (WHOLE OF LOTS)	34,35	34,35
3	EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS)	34,35	34,35
4	RIGHT TO USE FIRE STAIRS & EGRESS VARIABLE WIDTH (WHOLE OF LOTS)	34,35	34,35
5	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E1)	35	34

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 2 of 13 sheets)

Plan:

Plan of Subdivision of Lot 33 in DP

Covered By

Dated

Number of item shown in the intention panel on the plan	Identity of easement or profit à 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
6	RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (E2)	35 34	34 35
7	EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E3)	34 34	35 Newcastle City Council
8	EASEMENT FOR USE OF LOADING DOCK VARIABLE WIDTH LIMITED IN STRATUM (E4)	35	34
9	EASEMENT FOR USE VARIABLE WIDTH LIMITED IN STRATUM (E5)	35	Lot 21 DP 1269807
10	EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT)	35	36
11	EASEMENT FOR USE OF SHARED PLANT AREA VARIABLE WIDTH LIMITED IN STRATUM (E6)	35	36

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 3 of 13 sheets)

Plan:

Plan of Subdivision of Lot 33 in DP

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Dated

Part 2 (Terms)

1. Definitions and Interpretation

1.1. Definitions

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

Accessible Car Space means the car parking spaces in Lots __ and __ designated for accessible car parking use.

Authority means a Government, Semi-Government, Local Government, Statutory Public, Ministerial, Civil or authority or body which has the capacity to issue orders or impose other regulations by statute.

Easement Site in relation to an easement means the area designed on the Plan corresponding to that easement, or if no area is designated on the Plan it means the whole of the lot burdened or as otherwise specified in the corresponding easement.

Plan means the stratum plan of subdivision to which this instrument relates.

Proprietor of the Lot Benefited means every person (which term includes a corporation) who is at any time entitled to an estate or interest in the lot benefited including without limitation any freehold, leasehold, estate or interest in possession in the lot benefited and each part of the lot benefited and includes:

- (a) where, at any time, the Proprietor of the Lot Benefited is an Authority such Authority constituted from time to time, its successors, permitted assigns, any administrator of such Authority, any person appointed by or on behalf of the Authority to replace or administer such Authority and any Minister responsible for such Authorities; and
- (b) should the lot benefited be subdivided by a strata plan then the owners corporation created on registration of the strata plan.

Services includes supply of water, gas, electricity, telephone, internet, communications, data and telecommunications infrastructure, television and discharge of sewage, sullage and other fluid wastes.

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 4 of 13 sheets)

Plan:

Plan of Subdivision of Lot 33 in DP

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1.2. Interpretations

Unless context otherwise requires:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person includes a body corporate, an unincorporated body or other entity and conversely;
- (e) mentioning anything after include, includes or including does not limit what else might be included;
- (f) clause, paragraph, schedule, or sub-clause means a clause, paragraph, schedule, or sub-clause respectively of these easements; and
- (g) unless stated otherwise one provision does not limit the effect of another.

2. Terms of Easement for Support and Shelter (Whole of Lots) numbered 1 in the Plan

2.1. The Proprietor of the Lot Burdened grants full, free and unimpeded right for the Proprietor of the Lot Benefited:

- (a) to use for subjacent and lateral support of those part of the lot benefited as are capable of enjoying support such parts of the lot burdened as are capable of affording support; and
- (b) to use for shelter for those parts of the lot benefited as are capable of being sheltered such parts of the lot burdened as are capable of affording shelter.

2.2. All ancillary rights and obligations reasonably necessary to make this easement effective apply in respect of this easement.

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 5 of 13 sheets)

Plan:

Plan of Subdivision of Lot 33 in DP

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2.3. This easement:

- (a) entitles the Proprietor of the Lot Benefited and persons authorised by it to enter the lot burdened to replace, renew or restore any support or shelter; and
- (b) subsists until the easement is extinguished.

3. Terms of Easement for Services (Whole of Lots) numbered 2 in the Plan

3.1. The Proprietor of the Lot Benefited and persons authorised by it may:

- (a) use each lot burdened to provide Services to or from each lot benefited; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering (and permitting persons authorised by it to enter) the lot burdened;
 - (ii) taking anything on to the lot burdened; and
 - (iii) carrying out work, such as penetrating walls, installing, constructing, placing, accessing, repairing, maintaining or replacing Services, pipes, poles, wires, cables, conduits, structures and equipment.

3.2. In exercising those powers, the Proprietor of the Lot Benefited and its authorised users 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) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Proprietor of the Lot Burdened or the occupier of the Lot Burdened (except in an emergency);
- (e) restore the lot burdened as nearly as is practicably to its former condition; and

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 6 of 13 sheets)

Plan:

Plan of Subdivision of Lot 33 in DP

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(f) make good any collateral damage.

3.3 For the purposes of this easement, "Services" means only those Services that exist as at the date a final occupation certificate is issued for the building erected on the Burdened Lot.

4 Terms of Easement for Access to Shared Facilities (Whole of Lots} numbered 3 in the Plan

4.1 The Proprietor of the Lot Benefited and persons authorised by it may:

- (a) by any reasonable means enter upon and pass across each lot burdened for the purpose of accessing shared facilities; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering (and permitting persons authorised by it to enter) the lot burdened;
 - (ii) using (and permitting persons authorised by it to use) the shared facilities;
 - (iii) taking anything on to the lot burdened; and
 - (iv) carrying out work to the shared facilities, such as constructing, placing, repairing, maintaining or replacing the shared facilities.

4.2 In exercising those powers, the Proprietor of the Lot Benefited and its authorised users 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) not unreasonably impede the use of the Easement Site by the Proprietor of the Lot Burdened;
- (d) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (e) restore the lot burdened as nearly as is practicable to its former condition; and
- (f) make good any collateral damage.

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 7 of 13 sheets)

Plan:

Plan of Subdivision of Lot 33 in DP

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Dated

4.3 For the purpose of this easement, "shared facilities" means the shared facilities specified in any strata management statement to which the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened are members.

5 Terms of Right to use Fire Stairs and Egress (Whole of Lots) numbered 4 in the Plan

5.1 The Proprietor of the Lot Burdened grants the full, free and unimpeded right for the Proprietor of the Lot Benefited and any person authorised by the Proprietor of the Lot Benefited to enter, pass and re-pass over those parts of the lot burdened that are fire stairs and fire egresses at all times on foot only for the purposes of evacuation and emergency situations or for fire drills and exercises to gain access to fire escapes from the lots burdened and lot benefited.

5.2 In exercising those powers, the Proprietor of the Lot Benefited must cause as little damage as is practicable to the lot burdened and any improvement on it and must not impede the use of the Easement Site by the Proprietor of the Lot Burdened.

6 Terms of Easement for Access Variable Width Limited in Stratum (E1) numbered 5 in the Plan

6.1 The Proprietor of the Lot Benefited and persons authorised by it may:

- (a) by any reasonable means pass across the Easement Site for the purpose of exercising or performing any of its powers, authorities, duties or functions; and
- (b) do anything reasonably necessary for passing across the Easement Site, including:
 - (i) entering the lot burdened;
 - (ii) taking anything on to the lot burdened; and
 - (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 8 of 13 sheets)

Plan:

Plan of Subdivision of Lot 33 in DP

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Dated

6.2 In exercising those powers, the Proprietor of the Lot Benefited and its authorised users 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) not impede the use of the Easement Site by the Proprietor of the Lot Burdened;
- (d) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (e) restore the lot burdened as nearly as is practicable to its former condition; and
- (f) make good any collateral damage.

6.3 The Proprietor of the Lot Benefited and its authorised users acknowledges and agrees that access to the Easement Site may be regulated by security measures. The Proprietor of the Lot Burdened agrees to provide the Proprietor of the Lot Benefited with access to any security gate and other security device necessary to allow the Proprietor of the Lot Benefited and those authorised by the Proprietor of the Lot Benefited to exercise their rights under this easement (at the cost of Proprietor of the Lot Benefited).

7 Terms of Right of Footway – Numbered 6 in Plan

7.1 The Proprietor of the Lot Benefited and its authorised users may:

- (a) go, pass, and repass on foot or using any disability device across the lot burdened at all times and for all purposes but only within the Easement Site;

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 9 of 13 sheets)

Plan:

Plan of Subdivision of Lot 33 in DP

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Dated

(b) do anything reasonably necessary for passing across the Easement Site, including:

(i) entering the lot burdened;

(ii) taking anything on to the lot burdened; and

(iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, pathways or structures.

7.2 In exercising those powers, the Proprietor of the Lot Benefited and its authorised users 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) cause as little damage as is practicable to the lot burdened and any improvement on it;

(d) make good any collateral damage.

7.3 The Proprietor of the Lot Benefited and its authorised users acknowledges and agrees that access to the Easement Site may be regulated by security measures. The Proprietor of the Lot Burdened agrees to provide the Proprietor of the Lot Benefited and its authorised users with access to any security gate and other security device necessary to allow the Proprietor of the Lot Benefited and those authorised by the Proprietor of the Lot Benefited to exercise their rights under this easement (at the reasonable cost of Proprietor of the Lot Benefited).

8 Terms of Easement for Public Access Variable Width Limited in Stratum (E3) numbered 7 in the Plan

Terms to be provided

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 10 of 13 sheets)

Plan:

Plan of Subdivision of Lot 33 in DP

Covered By
Dated

9 Terms of Easement for Use of Loading Dock Variable Width Limited in Stratum (E4) numbered 8 in the Plan

9.1 The Proprietor of the Lot Benefited may use the loading dock and associated lift and infrastructure in Lot ___ in the Plan for the purposes of loading and unloading garbage, goods, articles, furniture and equipment.

9.2 In exercising those rights, the Proprietor of the Lot Benefited must:

- (a) comply with any provisions within and any rules made pursuant to any strata management statement to which the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened are members;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) make good any collateral damage.

9.3 The Proprietor of the Lot Benefited acknowledges and agrees that access to the Easement Site may be regulated by security measures. The Proprietor of the Lot Burdened agrees to provide the Proprietor of the Lot Benefited with access to any security gate and other security device necessary to allow the Proprietor of the Lot Benefited and those authorised by the Proprietor of the Lot Benefited to exercise their rights under this easement (at the cost of Proprietor of the Lot Benefited).

10 Terms of Easement for use Variable Width Limited in Stratum (E5) numbered 9 in the Plan

Terms to be provided

11 Terms of Easement for future services Limited in Stratum numbered 10 in the Plan

Terms to be provided

12 Terms of Easement for use of shared plant area Limited in Stratum (E6) numbered 11 in the Plan

Terms to be provided

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 11 of 13 sheets)

Plan:

Plan of Subdivision of Lot 33 in DP

Covered By

Dated

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 12 of 13 sheets)

Plan:

Plan of Subdivision of Lot 33 in DP

Covered By

Dated

EXECUTED by
EAST END STAGE 3 PTY LTD
ACN 616 421 759
in accordance with Section 127
of the Corporations Act

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)
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)

.....
Signature of Sole Director/secretary

.....
NAME (please print)

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 13 of 13 sheets)

Plan:

Plan of Subdivision of Lot 33 in DP

Covered By

Dated

MORTGAGEE: ANZ BANKING GROUP LIMITED (AP343706)

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General Manager/Authorised Delegate
Newcastle City Council

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 of the Conveyancing Act 1919

(Sheet 1 of 14 sheets)

Lengths are in metres:

Plan:

Plan of Subdivision of Lot 40 in
DP _____
Covered By
Dated

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

East End Stage 4 Pty Ltd
ACN 616 421 768

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 FOR SUPPORT & SHELTER (WHOLE OF LOTS)	41,42	41,42
2	EASEMENT FOR SERVICES (WHOLE OF LOTS)	41,42	41,42
3	EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS)	41,42	41,42
4	RIGHT TO USE FIRE STAIRS & EGRESS VARIABLE WIDTH (WHOLE OF LOTS)	41,42	41,42
5	RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (E1)	42	41

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General Manager/Authorised Delegate
Newcastle City Council

Document No: 251058_1
Reference No: 51778/006

Lengths are in metres:

(Sheet 2 of 14 sheets)

Plan:

Plan of Subdivision of Lot 40 in
DP ____

Covered By

Dated

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:
6	EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E2)	42	41
7	EASEMENT FOR USE OF LOADING DOCK VARIABLE WIDTH LIMITED IN STRATUM (E3)	41	42
8	EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E4)	41	Newcastle City Council and every other lot
9	EASEMENT FOR USE VARIABLE WIDTH LIMITED IN STRATUM (E5)	42	Lot 21 DP 1269807
10	EASEMENT FOR USE OF SHARED PLANT AREA VARIABLE WIDTH LIMITED IN STRATUM (E6)	42	41

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 3 of 14 sheets)

Plan:

Plan of Subdivision of Lot 40 in
DP ____

Covered By

Dated

Part 2 (Terms)

1. Definitions and Interpretation

1.1. Definitions

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

Accessible Car Space means the car parking spaces in Lots ____ and ____ designated for accessible car parking use.

Authority means a Government, Semi-Government, Local Government, Statutory Public, Ministerial, Civil or authority or body which has the capacity to issue orders or impose other regulations by statute.

Easement Site in relation to an easement means the area designed on the Plan corresponding to that easement, or if no area is designated on the Plan it means the whole of the lot burdened or as otherwise specified in the corresponding easement.

Plan means the stratum plan of subdivision to which this instrument relates.

Proprietor of the Lot Benefited means every person (which term includes a corporation) who is at any time entitled to an estate or interest in the lot benefited including without limitation any freehold, leasehold, estate or interest in possession in the lot benefited and each part of the lot benefited and includes:

- (a) where, at any time, the Proprietor of the Lot Benefited is an Authority such Authority constituted from time to time, its successors, permitted assigns, any administrator of such Authority, any person appointed by or on behalf of the Authority to replace or administer such Authority and any Minister responsible for such Authorities; and
- (b) should the lot benefited be subdivided by a strata plan then the owners corporation created on registration of the strata plan.

Services includes supply of water, gas, electricity, telephone, internet, communications, data and telecommunications infrastructure, television and discharge of sewage, sullage and other fluid wastes.

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 4 of 14 sheets)

Plan:

Plan of Subdivision of Lot 40 in
DP ____

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Dated

1.2. Interpretations

Unless context otherwise requires:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person includes a body corporate, an unincorporated body or other entity and conversely;
- (e) mentioning anything after include, includes or including does not limit what else might be included;
- (f) clause, paragraph, schedule, or sub-clause means a clause, paragraph, schedule, or sub-clause respectively of these easements; and
- (g) unless stated otherwise one provision does not limit the effect of another.

2. Terms of Easement for Support and Shelter (Whole of Lots) numbered 1 in the Plan

2.1. The Proprietor of the Lot Burdened grants full, free and unimpeded right for the Proprietor of the Lot Benefited:

- (a) to use for subjacent and lateral support of those part of the lot benefited as are capable of enjoying support such parts of the lot burdened as are capable of affording support; and
- (b) to use for shelter for those parts of the lot benefited as are capable of being sheltered such parts of the lot burdened as are capable of affording shelter.

2.2. All ancillary rights and obligations reasonably necessary to make this easement effective apply in respect of this easement.

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 5 of 14 sheets)

Plan:

Plan of Subdivision of Lot 40 in
DP ____

Covered By

Dated

2.3. This easement:

- (a) entitles the Proprietor of the Lot Benefited and persons authorised by it to enter the lot burdened to replace, renew or restore any support or shelter; and
- (b) subsists until the easement is extinguished.

3. Terms of Easement for Services (Whole of Lots) numbered 2 in the Plan

3.1. The Proprietor of the Lot Benefited and persons authorised by it may:

- (a) use each lot burdened to provide Services to or from each lot benefited; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering (and permitting persons authorised by it to enter) the lot burdened;
 - (ii) taking anything on to the lot burdened; and
 - (iii) carrying out work, such as penetrating walls, installing, constructing, placing, accessing, repairing, maintaining or replacing Services, pipes, poles, wires, cables, conduits, structures and equipment.

3.2. In exercising those powers, the Proprietor of the Lot Benefited and its authorised users 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) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Proprietor of the Lot Burdened or the occupier of the Lot Burdened (except in an emergency);
- (e) restore the lot burdened as nearly as is practicably to its former condition; and

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 6 of 14 sheets)

Plan:

Plan of Subdivision of Lot 40 in
DP ____

Covered By

Dated

(f) make good any collateral damage.

3.3. For the purposes of this easement, "Services" means only those Services that exist as at the date a final occupation certificate is issued for the building erected on the Burdened Lot.

4. Terms of Easement for Access to Shared Facilities (Whole of Lots} numbered 3 in the Plan

4.1. The Proprietor of the Lot Benefited and persons authorised by it may:

- (a) by any reasonable means enter upon and pass across each lot burdened for the purpose of accessing shared facilities; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering (and permitting persons authorised by it to enter) the lot burdened;
 - (ii) using (and permitting persons authorised by it to use) the shared facilities;
 - (iii) taking anything on to the lot burdened; and
 - (iv) carrying out work to the shared facilities, such as constructing, placing, repairing, maintaining or replacing the shared facilities.

4.2. In exercising those powers, the Proprietor of the Lot Benefited and its authorised users 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) not unreasonably impede the use of the Easement Site by the Proprietor of the Lot Burdened;
- (d) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (e) restore the lot burdened as nearly as is practicable to its former condition; and
- (f) make good any collateral damage.

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 7 of 14 sheets)

Plan:

Plan of Subdivision of Lot 40 in
DP ____

Covered By
Dated

- 4.3. For the purpose of this easement, "shared facilities" means the shared facilities specified in any strata management statement to which the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened are members.

5. Terms of Right to use Fire Stairs and Egress (Whole of Lots) numbered 4 in the Plan

- 5.1. The Proprietor of the Lot Burdened grants the full, free and unimpeded right for the Proprietor of the Lot Benefited and any person authorised by the Proprietor of the Lot Benefited to enter, pass and re-pass over those parts of the lot burdened that are fire stairs and fire egresses at all times on foot only for the purposes of evacuation and emergency situations or for fire drills and exercises to gain access to fire escapes from the lots burdened and lot benefited.
- 5.2. In exercising those powers, the Proprietor of the Lot Benefited must cause as little damage as is practicable to the lot burdened and any improvement on it and must not impede the use of the Easement Site by the Proprietor of the Lot Burdened.

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 8 of 14 sheets)

Plan:

Plan of Subdivision of Lot 40 in
DP ____

Covered By

Dated

6. Terms of Right of Footway (E1) – Numbered 5 in Plan

6.1. The Proprietor of the Lot Benefited and its authorised users may:

- (a) go, pass, and repass on foot or using any disability device across the lot burdened at all times and for all purposes but only within the Easement Site;
- (b) do anything reasonably necessary for passing across the Easement Site, including:
 - (i) entering the lot burdened;
 - (ii) taking anything on to the lot burdened; and
 - (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, pathways or structures.

6.2. In exercising those powers, the Proprietor of the Lot Benefited and its authorised users 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) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) make good any collateral damage.

6.3. The Proprietor of the Lot Benefited and its authorised users acknowledges and agrees that access to the Easement Site may be regulated by security measures. The Proprietor of the Lot Burdened agrees to provide the Proprietor of the Lot Benefited and its authorised users with access to any security gate and other security device necessary to allow the Proprietor of the Lot Benefited and those authorised by the Proprietor of the Lot Benefited to exercise their rights under this easement (at the reasonable cost of Proprietor of the Lot Benefited).

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 9 of 14 sheets)

Plan:

Plan of Subdivision of Lot 40 in
DP ____

Covered By

Dated

**7. Terms of Easement for Access Variable Width Limited in Stratum (E2)
numbered 6 in the Plan**

7.1. The Proprietor of the Lot Benefited and persons authorised by it may:

- (a) by any reasonable means pass across the Easement Site for the purpose of exercising or performing any of its powers, authorities, duties or functions; and
- (b) do anything reasonably necessary for passing across the Easement Site, including:
 - (i) entering the lot burdened;
 - (ii) taking anything on to the lot burdened; and
 - (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

7.2. In exercising those powers, the Proprietor of the Lot Benefited and its authorised users 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) not impede the use of the Easement Site by the Proprietor of the Lot Burdened;
- (d) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (e) restore the lot burdened as nearly as is practicable to its former condition; and
- (f) make good any collateral damage.

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 10 of 14 sheets)

Plan:

Plan of Subdivision of Lot 40 in
DP ____

Covered By

Dated

- 7.3. The Proprietor of the Lot Benefited and its authorised users acknowledges and agrees that access to the Easement Site may be regulated by security measures. The Proprietor of the Lot Burdened agrees to provide the Proprietor of the Lot Benefited with access to any security gate and other security device necessary to allow the Proprietor of the Lot Benefited and those authorised by the Proprietor of the Lot Benefited to exercise their rights under this easement (at the cost of Proprietor of the Lot Benefited).

8. Terms of Easement for Use of Loading Dock Variable Width Limited in Stratum (E3) numbered 7 in the Plan

- 8.1. The Proprietor of the Lot Benefited may use the loading dock and associated lift and infrastructure in Lot ____ in the Plan for the purposes of loading and unloading garbage, goods, articles, furniture and equipment.

- 8.2. In exercising those rights, the Proprietor of the Lot Benefited must:

- (a) comply with any provisions within and any rules made pursuant to any strata management statement to which the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened are members;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) make good any collateral damage.

- 8.3. The Proprietor of the Lot Benefited acknowledges and agrees that access to the Easement Site may be regulated by security measures. The Proprietor of the Lot Burdened agrees to provide the Proprietor of the Lot Benefited with access to any security gate and other security device necessary to allow the Proprietor of the Lot Benefited and those authorised by the Proprietor of the Lot Benefited to exercise their rights under this easement (at the cost of Proprietor of the Lot Benefited).

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 11 of 14 sheets)

Plan:

Plan of Subdivision of Lot 40 in
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9. Terms of Easement for Public Access Limited in Stratum (E4) numbered 8 in the Plan

- 9.1. The Proprietor of the Lot Benefited and its authorised users may by any reasonable means pass across the lot burdened at all times but only within the Easement Site.
- 9.2. In exercising those powers, the Proprietor of the Lot Benefited and its authorised users must
- (a) comply with access requirements and rules made by the Proprietor of the lot burdened;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) not impede the use of the Easement Site by the Proprietor of the lot burdened;
 - (d) cause as little damage as is practicable to the lot burdened and any Improvement on it;
 - (e) restore the lot burdened as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.

Newcastle City Council has the right to release, vary or modify this easement with the consent of the Proprietor of the Lot Burdened

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 12 of 14 sheets)

Plan:

Plan of Subdivision of Lot 40 in
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10. Terms of Easement for use Variable Width Limited in Stratum (E5) numbered 9 in the Plan

Terms to be provided

11. Terms of Easement for use of shared plant room Variable Width Limited in Stratum (E6) numbered 10 in the Plan

Terms to be provided

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General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 13 of 14 sheets)

Plan:

Plan of Subdivision of Lot 40 in
DP ____

Covered By

Dated

EXECUTED by
East End Stage 4 Pty Ltd
ACN 616 421 768
in accordance with Section 127
of the Corporations Act

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Signature of Director

.....
NAME (please print)

.....
General Manager/Authorised Delegate
Newcastle City Council

Lengths are in metres:

(Sheet 14 of 14 sheets)

Plan:

Plan of Subdivision of Lot 40 in
DP ____

Covered By
Dated

MORTGAGEE: ANZ Banking Group Limited – AP343707

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General Manager/Authorised Delegate
Newcastle City Council