Attachment I: Restrictions on Title

Restrictions on Title	Council Comments
Easement for padmount substation 3.05 wide, as detailed within DP 1219051 **TERMS OF EASEMENT FOR PADMOUNT SUBSTATION 3.05 WIDE NUMBERED 1 IN THE PLAN** 1.0 Definitions 1.1 **easement site** means that part of the lot burdened that is affected by this easement. 1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment. 1.3 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it). 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove. 1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor). 1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services. 1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament. 2.0 Epsilon Distribution Ministerial Holding Corporation may: 2.1 install electrical equipment within the easement site, **Plan:** DP1219051 Plan of Subdivision of Lot 5065 in DP1221924, Council Certificate No. SCC042/2019 2.2 excavate the easement site to install the electrical equipment. 2.3 use the electrical equipment for the transmission of electricity, 2.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time, 2.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and 2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment. 3.0 In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition. 4.0 The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not: 4.1 install or permit to be installed any services or structure within the easement site, or 4.2 alter the surface level of the easement site, or 4.3 do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation. 5.0 Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.	The padmount substation easement affects the open-car parking lot, located south of Building B. The proposed modifications do not encroach the easement, and retain compliance with the terms of the easement. Conditions are recommended in this regard.

Plan: DP1219051 Plan of Subdivision of Lot 5065 in DP1221924, Council Certificate No. SCC0421 6.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System 6.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and 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 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. 6.2 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.	
Easement R as detailed in DP 1219051 **TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 2 IN THE PLAN** 1.0 Definitions 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. 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls. 1.3 **erect** includes construct, install, build and maintain. 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. 2.0 No building shall be erected or permitted to remain within the restriction site unless: 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 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and 2.3 the owner provides the prescribed authority with an engineer's certificate to this effect. 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers. 4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System 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 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. 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.	The easement R applies to both Building B and the open-air carpark immediately south. Some minor façade treatment modifications are proposed within the easement site. The restrictions require structures within the easement to be fire-rated and provision of an engineer's certificate to this effect. A conditionally satisfactory endeavour energy referral response has been received in this regard. Recommended conditions will be input within the draft consent.
Easement S as detailed in DP 1219051	The easement S applies to both Building

Plan: DP1219051 Plan of Subdivision of Lot 5065 in DP1221924, Council Certificate No. SC0042/201' **TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 3 IN THE PLAN** 1.0 Definitions: 1.1 **"erect"** includes construct, install, build and maintain. 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. 2.0 No swimming pool or spa must be erected or permitted to remain within the restriction site. 3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System 3.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and 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 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. 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. Name of Authority empowered to release, vary or modify the Easements numbered 1, 2 and 3: Epsilon Distribution Ministerial Holding Corporation	B and the open-air carpark immediately south. Some minor façade treatment modifications are proposed within the easement site. The restriction requires that no swimming pool or spa must be erected within the restriction site. The modifications retain compliance with this easement, and a conditionally satisfactory Endeavour energy referral will be referenced accordingly.
(1) Easement for services 1.0 wide (K) 7. TERMS OF EASEMENT FOR SERVICES (K) NUMBERED 1 IN THE PLAN **7.1 Grant of easement** The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right at all times and for all lawful purposes to use the Easement Site for the purpose of installing, maintaining, repairing and replacing Services and to use the Easement Site for the provision of Services to and from the Lot Benefited, including: (a) entering the Lot Burdened; (b) taking anything onto the Lot Burdened; and (c) carrying out work such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment, provided that does not materially impede the use of the Easement Site by the Grantor. **7.2 Obligations of the Grantee** (a) Before exercising its rights under this easement, the Grantee must obtain the Grantor's approval of a schedule of works specifying the works to be undertaken and the timing and duration of those works so that any detrimental impact on the Lot Burdened and impediment to the use of the Lot Burdened is minimised. (b) When exercising its rights under this easement, the Grantee must: (i) cause as little inconvenience as practicable to the Grantor or Occupiers of the Lot Burdened; (ii) comply with the requirements and rules made by the Grantor according to this easement; (iii) promptly repair any damage which the Grantee or its Authorised Users cause to the Lot Burdened or the Easement Site and make good any improvements, structures or infrastructure on the Lot Burdened; and	The easement is not affected by the proposed modification.

(iv) except as provided in clause 7.2(c), not carry out any works to the improvements, structures or infrastructure located on the Lot Burdened unless it:

(A) obtains the approval of the Grantor to the works proposed to be carried out;

(B) consults with a structural engineer nominated by the Grantor at the cost of the Grantee;

(C) carries out the recommendations of the structural engineer; and

(D) carries out the works in accordance with the reasonable requirements of the Grantor.

(c) Clause 7.2(b)(iv) does not apply to attachments of a minor nature that do not affect the structural integrity of improvements, structures or infrastructure located on the Lot Burdened (for example, attaching a pipe to existing Services). Where clause 7.2(c) applies, the Grantee must notify the Grantor of any such works of a minor nature as soon as practicable after the works have been completed.

7.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security door or other security devices to regulate access into the Lot Burdened. The Grantor agrees to provide the Grantee and its Authorised Users with access to any security door and other security devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise its right under this easement.

7.4 Suspension of Access

The Grantor may temporarily suspend access to, and use of, parts of the Easement Site in an emergency or for maintenance purposes on the following conditions:

(a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend use of parts of the Easement Site by notice posted on or near the relevant area; and

(b) the Grantor must suspend use of parts of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

7.5 Making rules

Subject to clause 4.2 and the terms of this easement, the Grantor may make rules about the use of the Easement Site located in their Lot Burdened by Grantees and their Authorised Users.

7.6 Costs Apportionment

The costs apportionments for the purposes of clause 12 of this instrument are set out below:

Costs apportionment table	
Cost item	
Easement for Services (K)	For the purposes of clause 12 of this instrument, the owner of Lot 4206 in the Plan must pay all of the costs associated with the administration, management, operation, maintenance, repair, replacement, certification, power, water, insurance and any other costs reasonably incurred in respect of the Easement Site and the items the subject of the easement.

(2) Easement for loading bay 3.7 wide (M)

8. TERMS OF EASEMENT FOR LOADING BAY (M) NUMBERED 2 IN THE PLAN

8.1 Grant of easement

The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right at all times and for all lawful purposes to:

(a) enter, pass and repass by vehicle or on foot over the Easement Site;

(b) use the Easement Site as a loading bay;

(c) use the Easement Site for the temporary storage of garbage bins prior to, and following collection;

(d) use the Easement Site to collect garbage bins; and

(e) access the Easement Site in accordance with the easement for carparking numbered 5 in the Plan.

8.2 Obligations of the Grantee

When exercising its rights under this easement, the Grantee must:

(a) comply with the requirements and rules made by the Grantor according to this easement;

(b) not damage the Lot Burdened or any improvements on it; and

(c) promptly repair any damage which the Grantee or its Authorised Users cause to the Lot Burdened or the Easement Site.

8.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security door or other security devices to regulate access into the Lot Burdened. The Grantor agrees to provide the Grantee and its Authorised Users with access to any security door and

The proposed modifications do not encroach the easement for a loading bay.

other security devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise its right under this easement.

8.4 Making rules

Subject to clause 4.2 and the terms of this easement, the Grantor may make rules about the use of the Easement Site located in their Lot Burdened by Grantees and their Authorised Users.

8.5 Costs Apportionment

The costs apportionments for the purposes of clause 12 of this instrument are set out below:

Costs apportionment table	
Cost item	
Easement for Loading Bay (M)	For the purposes of clause 12 of this instrument, the owner of Lot 4206 in the Plan must pay all of the costs associated with the administration, management, operation, maintenance, repair, replacement, certification, power, water, insurance and any other costs reasonably incurred in respect of the Easement Site and the items the subject of the easement.

(3) Easement for overhanging structure 3.16 wide (N)

9. TERMS OF EASEMENT FOR OVERHANGING STRUCTURE (N) NUMBERED 3 IN THE PLAN

9.1 Grant of easement

The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right at all times and for all lawful purposes to use the Easement Site for the purpose of installing, maintaining and replacing an awning and support for an awning encroaching into the Easement Site.

9.2 Obligations of the Grantee

When exercising its rights under this easement, the Grantee must:

(a) cause as little inconvenience as practicable to the Grantor or Occupiers of the Lot Burdened;

(b) comply with the requirements and rules made by the Grantor according to this easement;

(c) not damage the Lot Burdened or any improvements on it;

(d) promptly repair any damage which the Grantee or its Authorised Users cause to the Lot Burdened or the Easement Site; and

(e) obtain any necessary approvals under the applicable planning instrument for the use of the Easement Site under this easement.

9.3 Making rules

Subject to clause 4.2 and the terms of this easement, the Grantor may make rules about the use of the Easement Site located in their Lot Burdened by Grantees and their Authorised Users.

9.4 Costs Apportionment

The costs apportionments for the purposes of clause 12 of this instrument are set out below:

Costs apportionment table	
Cost item	
Easement for Overhanging Structure (N)	For the purposes of clause 12 of this instrument, the owner of Lot 4206 in the Plan must pay all of the costs associated with the administration, management, operation, maintenance, repair, replacement, certification, power, water, insurance and any other costs reasonably incurred in respect of the Easement Site and the items the subject of the easement.

The proposed modifications do not encroach the easement.

(4) Easement for encroaching structure 0.36 and 0.72 wide (P)

The proposed modification does not encroach the easement.

10. TERMS OF EASEMENT FOR ENCROACHING STRUCTURE (P) NUMBERED 4 IN THE PLAN

10.1 Grant of easement

(a) In this easement, **Encroaching Structure** means the building and improvements erected at the date of this instrument or to be first erected in the future.

(b) The Grantor grants the Grantee and its Authorised Users full, free and unimpeded right at all times to use the Lot Burdened for the purpose of constructing and retaining the Encroaching Structure within the Easement Site.

(c) The Grantee may insist that the Encroaching Structure encroaching on the Lot Burdened remain, but only to the extent that the Encroaching Structure is within the Easement Site. The Grantee may do anything reasonably necessary for the purposes of exercising its rights under this easement, including:

(i) entering the Lot Burdened;

(ii) taking anything on the Lot Burdened;

(iii) carrying out construction works; and

(iv) carrying out works such as repairing, maintaining, renewing or replacing the Encroaching Structure.

10.2 Obligations of the Grantee

When exercising its rights under this easement, the Grantee must:

(a) comply with the requirements and rules made by the Grantor according to this easement; and

(b) promptly repair any damage which the Grantee or its Authorised Users cause to the Lot Burdened or the Easement Site.

10.3 Making rules

Subject to clause 4.2 and the terms of this easement, the Grantor may make rules about the use of the Easement Site located in their Lot Burdened by the Grantee and its Authorised Users.

10.4 Costs Apportionment

The costs apportionments for the purposes of clause 12 of this instrument are set out below:

Costs apportionment table	
Cost item	
Easement for Encroaching Structure (P)	For the purposes of clause 12 of this instrument, the owner of Lot 4206 in the Plan must pay all of the costs associated with the administration, management, operation, maintenance, repair, replacement, certification, power, water, insurance and any other costs reasonably incurred in respect of the Easement Site and the items the subject of the easement.

(5) Easement for carparking (whole of lot)

11. TERMS OF EASEMENT FOR CARPARKING (WHOLE OF LOT) NUMBERED 5 IN THE PLAN (WHOLE OF LOT)

11.1 Grant of easement

(a) The Grantor grants the Grantee and its Authorised Users the non-exclusive right to:

(i) enter and remain on the Easement Site for the purposes of parking a motor vehicle in those parts of the Easement Site designated by the Grantor from time to time as car parking bays for the parking of motor vehicles;

The proposed modification includes works within the open-air car park (Lot 4205).

The proposed modifications grant 4 additional car parking spaces on this site.

The modification removes the basement access driveway from this site.

The modification retains access to the loading bay on the lot burdened.

(ii) gain access to those parts of the Easement Site designated by the Grantor from time to time as car parking bays for the parking of motor vehicles by passing and repassing by vehicle over those parts of the Easement Site designated by the Grantor from time to time as vehicular carriageways in the Lot Burdened and on foot by the most reasonably direct route; and

(iii) gain access to the loading bay situated on the Lot Burdened by motor vehicle by passing and repassing over those parts of the Easement Site designated by the Grantor from time to time as vehicular carriageways in the Lot Burdened and on foot by the most reasonably direct route.

(b) When exercising its right under this easement, the Grantee:

(i) acknowledges and agrees that it is exercising its rights in common with other persons authorised by the Grantor to use the Easement Site; and

(ii) must exercise its rights so that the other persons authorised by the Grantor to use the Easement Site are not excluded from exercising their rights and are not detrimentally affected.

11.2 Obligations of the Grantee

When exercising its rights under this easement, the Grantee must:

(a) cause as little inconvenience as practicable to the Grantor or Occupiers of the Lot Burdened;

(b) comply with the requirements and rules made by the Grantor according to this easement;

(c) not damage the Lot Burdened or any improvements on it; and

(d) promptly repair any damage which the Grantee or its Authorised Users cause to the Lot Burdened or the Easement Site.

11.3 Access to the Easement Site

The Grantee acknowledges and agrees that access to the Easement Site or Lot Burdened may be regulated by security gates or other security devices to regulate the flow of vehicular and pedestrian access into the Lot Burdened. The Grantor agrees to provide the Grantee and its Authorised Users with access to any security gate and other security devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise its right under this easement.

11.4 Suspension of Access

The Grantor may temporarily suspend access to, and use of, parts of the Easement Site in an emergency or for maintenance purposes on the following conditions:

(a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend use of parts of the Easement Site by notice posted on or near the relevant area; and

(b) the Grantor must suspend use of parts of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

11.5 Making rules

Subject to clause 4.2 and the terms of this easement, the Grantor may make rules about the use of the Easement Site located in their Lot Burdened by Grantees and their Authorised Users.

11.6 Costs Apportionment

The costs apportionments for the purposes of clause 12 of this instrument are set out below:

Costs apportionment table

Cost item	Lot 4205	Lot 4206	Method of dividing cost
Easement for Carparking (WHOLE OF LOT)	50%	50%	For the purposes of clause 12 of this instrument, the owner of Lot 4205 in the Plan and the owner of Lot 4206 in the Plan must pay in equal shares the costs associated with the administration, management, operation, maintenance, repair, replacement, certification, power, water, insurance and any other costs reasonably incurred in respect of the Easement Site and the items the subject of the easement.

In this regard, the proposed modification retains compliance with the terms of this easement. Additional parking spaces are considered with regard to s11.1(a)(i), and access throughout the easement site is otherwise retained with regard to s11.1(a)(ii) and (iii).