

NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 201/1224084

SEARCH DATE	TIME	EDITION NO	DATE
16/11/2018	3:12 PM	2	12/7/2018

LAND

LOT 201 IN DEPOSITED PLAN 1224084
AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF ST LUKE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1224084

FIRST SCHEDULE

LIVERPOOL CITY COUNCIL (TZ AN496701)

SECOND SCHEDULE (26 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 2 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
- 4 DP1224084 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 5 DP1224084 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1224084 EASEMENT FOR OVERHANG 3 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1224084 EASEMENT FOR SERVICES 1 METRE(S) WIDE (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1224084 EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1224084 EASEMENT TO DRAIN WATER VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1224084 EASEMENT TO DRAIN WATER VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1224084 RIGHT OF CARRIAGEWAY 6 AND 6.8 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 DP1224084 RIGHT OF CARRIAGEWAY 6 AND 6.8 METRE(S) WIDE (LIMITED

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 16/11/2018

FOLIO: 201/1224084

PAGE 2

SECOND SCHEDULE (26 NOTIFICATIONS) (CONTINUED)

- 13 DP1224084 IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 14 DP1224084 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 15 DP1224084 EASEMENT FOR SERVICES 2 METRE(S) WIDE (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 16 DP1224084 EASEMENT FOR SERVICES 2.2 METRE(S) WIDE (LIMITED IN
STRATUM) REFERRED TO AND NUMBERED (10) IN THE S.88B
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 17 DP1224084 EASEMENT FOR SERVICES 1 METRE(S) WIDE (LIMITED IN
STRATUM) REFERRED TO AND NUMBERED (11) IN THE S.88B
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 18 DP1224084 EASEMENT FOR SERVICES 1 METRE(S) WIDE (LIMITED IN
STRATUM) REFERRED TO AND NUMBERED (12) IN THE S.88B
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 19 DP1224084 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 20 DP1224084 EASEMENT FOR SERVICES 2.2 METRE(S) WIDE (LIMITED IN
STRATUM) REFERRED TO AND NUMBERED (14) IN THE S.88B
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 21 DP1224084 EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPES
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 22 DP1224084 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 23 DP1224084 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 24 DP1224084 POSITIVE COVENANT REFERRED TO AND NUMBERED (18) IN
THE S.88B INSTRUMENT
- 25 DP1224084 EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH
(LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 26 DP1224084 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (20) IN THE S.88B INSTRUMENT

END OF PAGE 2 - CONTINUED OVER

PRINTED ON 16/11/2018

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 201/1224084

PAGE 3

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 16/11/2018

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 16/11/2018 15:15

Order No. 54254231

Certificate No: 84757104

Your Reference: JFM - 2007/2426

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - 88B 1224084

Available: Y

Size (KB): 441

Number of Pages: 12

Scan Date and Time: 20/11/2017 14:04

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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 12 sheets)



DP1224084 B

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

Subdivision of Lots 100 and 101 in
DP 1143458 covered by Subdivision
Certificate No. **SC-37/2017 of 21/06/2017**

The Council of the City of Liverpool
33 Moore Street
Liverpool NSW 2170

Vicliz Pty Ltd
ACN 063 429 130
65A Bathurst Street
Liverpool NSW 2170

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 and shelter (affects whole of lot (A))	200 201	201 200
2	Easement for overhang 3 wide (Limited in Stratum) (B)	201	200
3	Easement for services 1 wide (Limited in Stratum) (C)	201	200
4	Easement for light and air variable width (Limited in Stratum) (D)	201	200
5	Easement to drain water variable width (Limited in Stratum) (E)	200 201	201 200
6	Right of carriageway 6 & 6.8 wide (Limited in Stratum) (F)	201 200	200 201
7	Easement for Padmount substation 2.75 wide (G)	201	Endeavour Energy
8	Restriction on the use of land (H)	201,200	Endeavour Energy
9	Easement for services 2 wide (grease trap) (Limited in Stratum) (I)	201	200
10	Easement for services 2.2 wide (vent shaft) (Limited in Stratum) (J)	201	200
11	Easement for services 1 wide (gas) (Limited in Stratum) (K)	201	200
12	Easement for services 1 wide (telecommunications) (Limited in Stratum) (L)	201	200
13	Right of access variable width (Limited in Stratum) (M)	201	200
14	Easement for services 2.2 wide (water) (Limited in Stratum) (N)	201	200
15	Easement to drain sewage over existing line of pipes (O)	201	200

*I, ALBERT MACCI, AM AUTHORIZED TO MAKE THE AMENDMENTS.
12 Sept 2017*

[Signature] *Al. Mac.*

[Signature]
13/10/2017

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 2 of 12 sheets)

DP1224084

Subdivision of Lots 100 and 101 in
DP 1143458 covered by Subdivision
Certificate No. **SC-37/2017 of 21/06/2017**

16	Right of access variable width (Limited in Stratum) (P)	200	201
17	Easement to drain water 1 wide (Limited in Stratum) (Q)	201	200
18	Positive Covenant (S)	200,201	Liverpool City Council
19	Easement for electricity purposes variable width (Limited in Stratum) (R)	200	201
20	Restriction on the use of land (Limited in Stratum) (T)	200,201	Liverpool City Council
21	Positive Covenant (U)	200	Liverpool City Council
22	Restriction on the use of land (Limited in Stratum) (V)	200	Liverpool City Council

Part 1A (Release)

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	Right of carriageway 6 wide denoted (D) in DP 1143458 <i>item 1</i>	Lot 101 in DP 1143458 (F/I 101/1143458)	Lot 100 in DP 1143458 (F/I 100/1143458)
2	Right of carriageway 6 wide limited in height to RL 25.7 AHD denoted (E) in DP 1143458 <i>item 2</i>	Lot 101 in DP 1143458 (F/I 101/1143458)	Lot 100 in DP 1143458 (F/I 100/1143458)

Part 2 (Terms)

DEFINITIONS

For the purpose of this Instrument, the following words have the following meanings unless the contrary intention appears:

- (a) **Authorised User** means every person expressly or impliedly authorised by the Grantee for the purposes of any easement created by this Instrument and includes but is not limited to the Grantee's Employees.
- (b) **Authority** means any national, state, municipal or other government statutory or government approved authority or body having authority or jurisdiction over the Lot Benefited or the Lot Burdened.

Mo. Mo.

I, Robert Macle, am authorised to make the amendments from 12 Sept 2017

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.

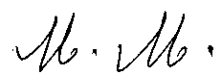
(Sheet 3 of 12 sheets)

DP1224084

Subdivision of Lots 100 and 101 in
DP 1143458 covered by Subdivision
Certificate No. ~~SC-37/2017~~ of 21/06/2017

- (c) **Conducting Media** means any wires, cables, conduits, pipes, lines, ducts, chutes and drains within the Lot Burdened through which a Service passes, but excluding any Conducting Media which is the specific responsibility of any Authority or any other party. The expression includes any Conducting Media owned by an Authority in its capacity as an owner rather than as an authority.
- (d) **Grantee** means the registered proprietor for the time being of the Lot Benefited.
- (e) **Grantee's Employees** means the employees, servants, agents, tenants, licensees, invitees and contractors of the Grantee.
- (f) **Grantee's Improvements** means the improvements which are erected or to be erected on the Lot Benefited.
- (g) **Grantor** means the registered proprietor for the time being of the Lot Burdened.
- (h) **Grantor's Employees** means the employees, servants, agents, tenants, licensees, invitees and contractors of the Grantor.
- (i) **Grantor's Improvements** means those parts of the improvements which are erected or to be erected on the Lot Burdened and in respect of which the Grantee and/or every Authorised User may exercise rights over pursuant to this Instrument.
- (j) **Instrument** means this section 88B Instrument.
- (k) **Lot Benefited** means the land having the benefit of an easement.
- (l) **Lot Burdened** means that part of the land having the burden of an easement.
- (m) **Services** means all water (including, without limitation, water for any sprinkler system) sewerage, grease trap, drainage, gas, electricity, telephone, garbage, air (including air which requires to be exhausted to the outside or drawn from the outside via a vent shaft), television signals or impulses, radio signals or impulses, electronic signals or impulses, fire or other alarm systems, plant and plant rooms, security systems and any system providing a warning, signalling or other communication facility within or through the Conducting Media which are in existence at the date of creation of this assessment or which may come into existence (in the case of Services to come into existence such installation will be installed in a position within the Lot Burdened so as not to unduly interfere with the normal operations of the Grantor's Improvements) and other services necessary or desirable in connection with the use and enjoyment of the Lot Benefited.
- (n) **Shared Facility** means in regard to the Easement for Services and Easement for Pedestrian Access:

Conducting Media which is specifically designed, installed and operates jointly for the direct benefit of both the Lot Benefited and the Lot Burdened, sprinkler tanks, main switchboard, air conditioning plant, telecommunications antennae, all common or shared fire stairs, and pedestrian access ways.



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 4 of 12 sheets)

Plan: DP1224084

Subdivision of Lots 100 and 101 in
DP 1143458 covered by Subdivision
Certificate No. ~~SC-37/2017~~ of 21/06/2017

(o) **Shared Costs** means the following expenses in relation to a Shared Facility:

- (i) the maintenance and repair costs; and
- (b) renovation or replacement costs; and
- (c) operating costs including Utility and Authority fees; and
- (d) water usage and sewerage use charges in the event that separate water and sewerage accounts for each lot are not issued.

1. Terms of easement for support and shelter numbered 1 in the plan:

Easement for support and shelter as defined in and the subject of Section 106 of the Strata Schemes Development Act 2015 as if the easement was created under that section upon registration of a strata plan, subject to the Standard Conditions and the following condition, which condition shall also constitute and be a covenant and agreement that the benefit and burden of such covenant and agreement will pass with the benefit and burden of this easement:

Before the Grantee may enter the Lot Burdened to exercise the rights granted by this easement it must first give a reasonable period of notice to the Grantor of the intended exercise of the rights and subject to Section 106 (3) clause (a) pursuant to terms of this easement the Grantee must exercise such rights in accordance with the reasonable directions of the Grantor.

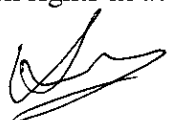
2. Terms of easement for overhang 3 wide numbered 2 in the plan:

An easement to permit encroaching structure to remain pursuant to Schedule 8 Part 10 of the Conveyancing Act 1919 as amended.

3. Terms of easement for services numbered 3, 9, 10, 11, 12 & 14 in the plan:

Full free and unimpeded right for the Grantee and every Authorised User in common with others to have a free and uninterrupted passage across and throughout the Lot Burdened of the Services via the conduction Media which is reasonably necessary for the use and enjoyment of the Lot Benefited or any part of such lot subject to the following conditions, which conditions shall also constitute and be covenants and agreements by and between the Grantee and Grantor with the intention and agreement that the benefit and burden of such covenant and agreements will pass with the benefit and burden of this easement:

Before the Grantee may enter the Lot Burdened to exercise the rights granted by this easement it must first give a reasonable period of notice to the Grantor of the intended exercise of the rights and the Grantee must exercise such rights in accordance with the reasonable directions of the Grantor.

 
13/10/2017

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 5 of 12 sheets)

Plan: DP1224084

Subdivision of Lots 100 and 101 in
DP 1143458 covered by Subdivision
Certificate No. **SC-37/2017 of 21/06/2017**

3.1. Grantee's Rights

- (a) the grantee and every Authorised User with any tools, implements or machinery necessary for the purposes, may enter upon and within the Lot Burdened as may be reasonably necessary from time to time and to remain there for any reasonable time for the purpose of laying, inspecting, testing, cleansing, repairing, maintaining or renewing the Conduction Media which the Grantee is entitled to perform without hindrance by the Grantor;
- (b) the Grantee may exercise all other ancillary rights and obligations reasonably necessary for the effective application of this easement;
- (c) the Grantee may enter the Lot Burdened to exercise the rights granted by this intended exercise of the rights except in the case of an emergency when no notice will be required. Further the Grantee agrees to exercise such rights in accordance with reasonable directions of the Grantor.

3.2 Damage and Interference

- (a) the Grantee and every Authorised User must not unreasonably interfere with the enjoyment of the Lot Burdened;
- (b) the Grantee and every Authorised User must cause as little disturbance or damage as possible to the Lot Burdened;
- (b) the Grantee and every Authorised User must restore promptly at their own expense the Lot Burdened as nearly as practical to its original condition if there is any disturbance to it caused by the Grantee and/or its Authorised User.

3.3 Release and Indemnity

- (a) the Grantee and every Authorised User entering upon the Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the Grantee hereby releases the Grantor and the Grantor's Employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the Lot Burdened in pursuance of the rights granted under this easement other than as may be caused or contributed to by the wilful or negligent act or omission of the Grantor or the Grantor's Employees;
- (b) the Grantee shall indemnify and keep indemnified the Grantor and the Grantor's Employees from and against all claims, actions, demands, losses, damages, costs and expenses incurred by the Grantor or for which such Grantor and the Grantor's Employees may become liable in respect of any loss, damage, death or injury from any cause whatsoever to the Lot Burdened or to any person or property within or without the Lot Burdened, occasioned or contributed to by any act, omission, neglect, breach of the conditions of this easement or default of the Grantee or every Authorised User upon any Lot Burdened in pursuance of the rights hereby granted.



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 6 of 12 sheets)

Plan: DP1224084

Subdivision of Lots 100 and 101 in
DP 1143458 covered by Subdivision
Certificate No. **SC-37/2017 of 21/06/2017**

3.4 Repair maintenance and replacement

- (a) if Conducting Media exclusively serve the Lot Benefited then the Grantor is under no obligation to maintain the Conducting Media;
- (b) if Conducting Media serves both the Lot Benefited and the Lot Burdened (such as, the indicator board for the fire services) then the Grantor must maintain the Conducting Media to the intent that the Grantor must at all times replace, reinstate and renew the Conducting Media which required replacing, reinstating or renewing so as to ensure the Conducting Media adequately permits the Services to be used;
- (c) the Grantor must at all times keep the Grantor's Improvements in a clean state and free of rubbish;
- (d) the Grantor must at all times provide adequate lighting for the Lot Burdened and must comply with all statues and regulations in respect of signage.

3.5 Grantee's rights

- (a) in the event the Grantor fails to comply with any of its obligations under clause 4 then the Grantee has the right at any time and from time to time to serve a written notice on the Grantor requiring the Grantor to comply with that obligation;
- (b) if the Grantor fails to comply with any such notice within a reasonable time of service of the notice (having regard to the type of work required) the Grantee has the right to carry out the work or perform the act it required to have carried out or performed by the notice;
- (c) the Grantor will pay the Grantee within 14 days of a written demand from the Grantee all costs incurred by the Grantee under paragraph 2.5 (b) in undertaking the work or performing the act the Grantor has failed to carry out.

The Grantee and every Authorise User shall comply with the rules (if any) from time to time promulgated by the Grantor for the orderly management of this easement **PROVIDED THAT** any such rule does not derogate from the rights hereby granted.

4. Terms of easement for light and air numbered 4 in the plan:

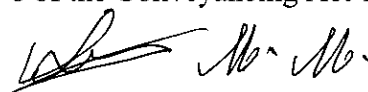
Full and free right for the Grantee and every Authorised User for continued and uninterrupted access to and enjoyment of light and the uninterrupted passage of air, extending over the existing land within the area noted as "Easement for Light and Air"

5. Terms of easement to drain water numbered 5 & 17 in the plan:

As set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 as amended

6. Terms of right of carriageway 6 & 6.8 wide numbered 6 in the plan:

As set out in Part 1 of Schedule 8 of the Conveyancing Act 1919 as amended.



cc
13/10/2017

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 7 of 12 sheets)

Plan: DP1224084

Subdivision of Lots 100 and 101 in
DP 1143458 covered by Subdivision
Certificate No. **SC-37/2017 of 21/06/2017**

7. Terms of easement for padmount substation 2.75 wide numbered 7 in the plan:

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document.

8. Terms of restriction on the use of land numbered 8 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 authority benefited 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 Endeavour Energy'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 Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.



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13/10/2017

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 8 of 12 sheets)

Plan: DP1224084

Subdivision of Lots 100 and 101 in
DP 1143458 covered by Subdivision
Certificate No. **SC-37/2017 of 21/06/2017**

- 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 Endeavour Energy.

9. Terms of right of access variable width numbered 13 & 16 in the plan:

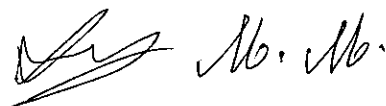
As set out in Part 14 of Schedule 8 of the Conveyancing Act 1919 as amended.

10. Terms of easement to drain sewage over existing line of pipes numbered 15 in the plan:

As set out in part 4 of schedule 8 of the Conveyancing Act, 1919, as amended

11. Terms of positive covenant numbered 18 in the plan:

1. The Registered Proprietor will:
- (a) permit stormwater to be temporarily detained by the system.
 - (b) keep the system clean and free from silt, rubbish and debris.
 - (c) maintain and repair the system so that it functions in a safe and efficient manner.
 - (d) replace, repair, alter and renew the whole or part of the system within the time and in the manner specified in a written notice issued by the Council.
 - e) carry out the matters referred to in paragraphs (b), (c) and (d) at the registered proprietor's expense.
 - (f) not make any alterations to the system or elements thereof without prior consent in writing of the Council.
 - (g) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause).
 - (h) comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.



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 9 of 12 sheets)

DP1224084

Subdivision of Lots 100 and 101 in
DP 1143458 covered by Subdivision
Certificate No. **SC-37/2017 of 21/06/2017**

2. In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operations of the system and recover from the registered proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act, 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

12. Terms of easement for electricity purposes variable width numbered 19 in the plan:

As set out in part 9 of schedule 8 of the Conveyancing Act, 1919, as amended

13. Terms of Restriction on the use of land numbered 20 in the plan:

The proprietor of the burdened lot shall not:

- (a) Erect, construct or place any building or other structure,
- (b) Make alterations to the ground surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the on-site stormwater detention system.

within the land so burdened without the prior written consent of Liverpool City Council.

14. Terms of Positive Covenant numbered 21 in the plan:

1. The Registered Proprietor will:
- (a) permit stormwater to be temporarily detained by the pump out system.
 - (b) keep the pump out system clean and free from silt, rubbish and debris.
 - (c) maintain and repair the pump out system so that it functions in a safe and efficient manner.
 - (d) replace, repair, alter and renew the whole or part of the pump out system within the time and in the manner specified in a written notice issued by the Council.
 - (e) carry out the matters referred to in paragraphs (b), (c) and (d) at the registered proprietor's expense.
 - (f) not make any alterations to the pump out system or elements thereof without prior consent in writing of the Council.
 - (g) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause).
 - (h) comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.



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 10 of **12** sheets)

DP1224084

Subdivision of Lots 100 and 101 in
DP 1143458 covered by Subdivision
Certificate No. **SC-37/2017 of 21/06/2017**

2. In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operations of the pump out system and recover from the registered proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act, 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

15. Terms of Restriction on the use of land numbered 22 in the plan:

The proprietor of the burdened lot shall not:

- (a) Erect, construct or place any building or other structure,
- (b) Make alterations to the surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the pump out system.

within the land so burdened without the prior written consent of Liverpool City Council.

NAME OF AUTHORITY whose consent is required to release, vary or modify the right of access numbered 13 & 16, right of carriageway numbered 6, easements numbered 1, 2, 3, 4, 5, 9, 10, 11, 12, 14, 15, 17, 19, positive covenants numbered 18 & 21 and restrictions numbered 20 & 22 in the plan:

The Council of the City of Liverpool and the proprietor of Lot 200.

NAME OF AUTHORITY having the power to release, vary or modify the easement numbered 7 and the restriction numbered 8 in the plan:

Endeavour Energy.



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 11 of 12 sheets)

DP1224084

Subdivision of Lots 100 and 101 in
DP 1143458 covered by Subdivision
Certificate No. **SC-37/2017 of 21/06/2017**

Liverpool City Council by its authorised delegate
pursuant to S.377 Local Government Act 1993



Signature Authorised delegate

CHARLIE CARABALLO - COORDINATOR LAND DEVELOPMENT

Name of Authorised delegate

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



Signature of witness

SHAHAD AL-GHURANI

Name of witness

33 MOORE STREET, LIVERPOOL

Address of witness

Executed by VICLIZ PTY LIMITED
pursuant to section 127 of the
Corporations Act 2001 by:
ACN: 063 429 130

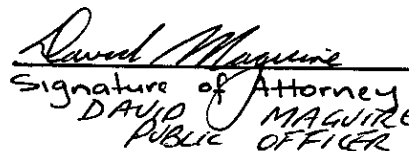


Name: Maria Maggiotto
Director/Secretary



Name: Angelo Maggiotto
Director

Signed by LIVERPOOL CITY COUNCIL
by its duly constituted Attorney
DAVID MAGUIRE, Pursuant to the
Power of Attorney Registered
Book 4675 No 791



Signature of Attorney
DAVID MAGUIRE
PUBLIC OFFICER

In the presence of:



Signature of witness

17 JULY 2017
Date

MANOR RAMAN

Full name of witness

Ground Floor, 33 Moore Street

Liverpool NSW 2170

Address of witness



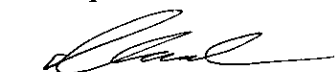
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 12 of 12 sheets)

DP1224084

Subdivision of Lots 100 and 101 in
DP 1143458 covered by Subdivision
Certificate No. **SC-37/2017 of 21/06/2017**

Signed on behalf of Endeavour Energy ABN
59 253 130 878 by its Attorney pursuant to
Power of Attorney Book 4705 No. 566
in the presence of:



Signature of witness

NATASHA ISAAC

Name of Witness

C/- Endeavour Energy
51 Huntingwood Drive,
Huntingwood 2148


Signature of Attorney

Name: HELEN SMITH

Position: MANAGER PROPERTY & FLEET

Date of execution:

13 June 2017

Ref: UCS0484

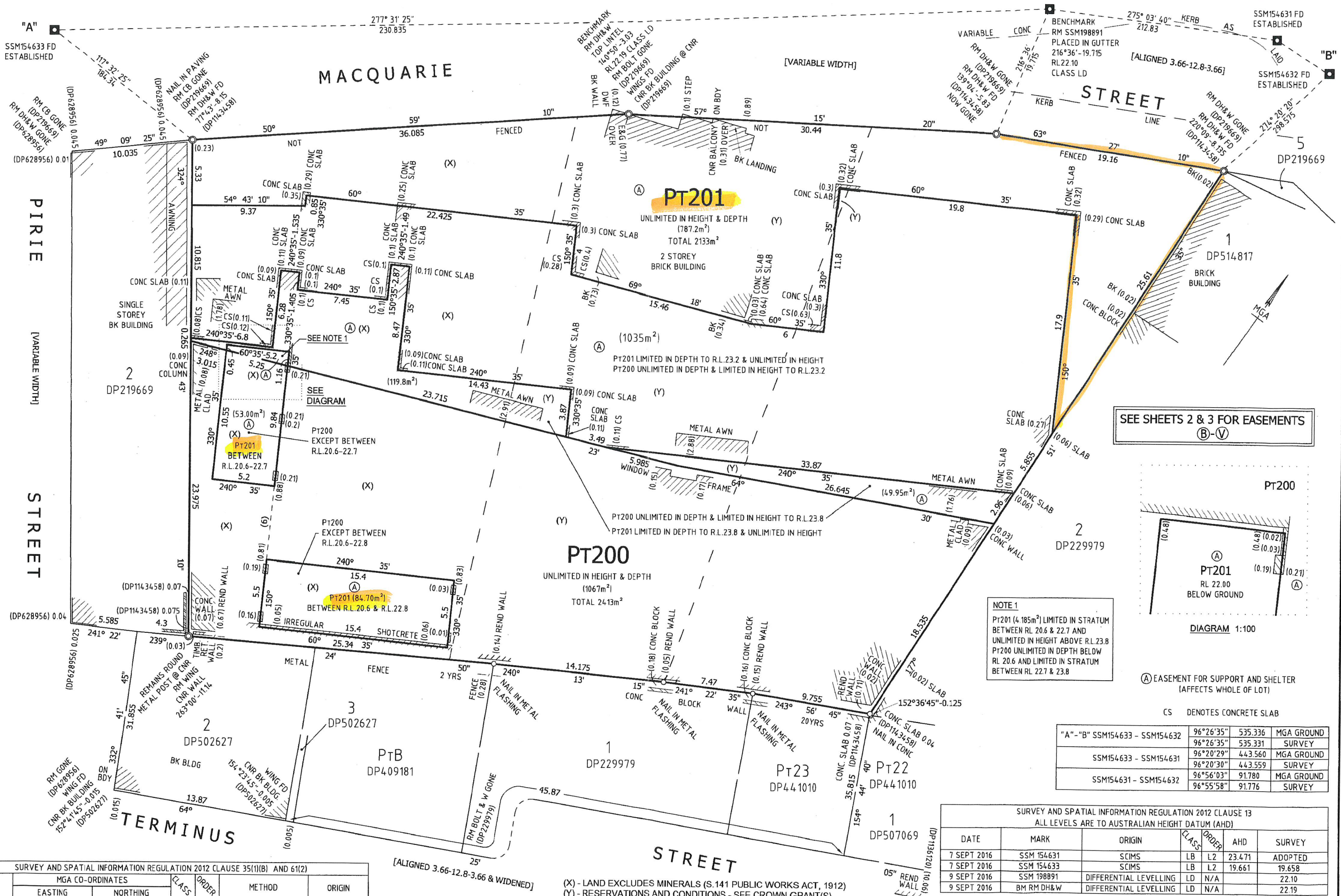
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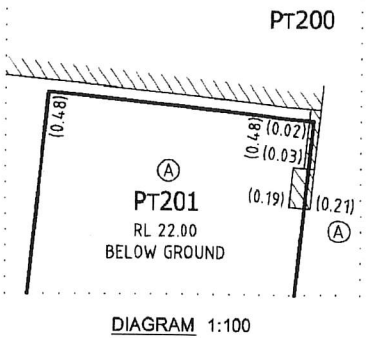
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WARNING : Electronic Document Supplied by LPI NSW - Your Internal Use Only.



SEE SHEETS 2 & 3 FOR EASEMENTS
B-V



NOTE 1
PT201 (4.185m²) LIMITED IN STRATUM BETWEEN RL 20.6 & 22.7 AND UNLIMITED IN HEIGHT ABOVE RL 23.8
PT200 UNLIMITED IN DEPTH BELOW RL 20.6 AND LIMITED IN STRATUM BETWEEN RL 22.7 & 23.8

(A) EASEMENT FOR SUPPORT AND SHELTER (AFFECTS WHOLE OF LOT)

CS DENOTES CONCRETE SLAB

"A" - "B" SSM154633 - SSM154632	96°26'35"	535.336	MGA GROUND
	96°26'35"	535.331	SURVEY
SSM154633 - SSM154631	96°20'29"	443.560	MGA GROUND
	96°20'30"	443.559	SURVEY
SSM154631 - SSM154632	96°56'03"	91.780	MGA GROUND
	96°55'58"	91.776	SURVEY

SURVEY AND SPATIAL INFORMATION REGULATION 2012 CLAUSE 13 ALL LEVELS ARE TO AUSTRALIAN HEIGHT DATUM (AHD)					
DATE	MARK	ORIGIN	CLASS	ORDER	AHD
7 SEPT 2016	SSM 154631	SCIMS	LB	L2	23.471
7 SEPT 2016	SSM 154633	SCIMS	LB	L2	19.661
9 SEPT 2016	SSM 198891	DIFFERENTIAL LEVELLING	LD	N/A	22.10
9 SEPT 2016	BM RM DH&W	DIFFERENTIAL LEVELLING	LD	N/A	22.19

SURVEY AND SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(B) AND 61(2)					
MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD
	EASTING	NORTHING			
SSM 154631	308 244.308	62 442 03.815	B	2	SCIMS
SSM 154632	308 335.421	62 441 92.734	B	2	SCIMS
SSM 154633	307 803.441	62 442 52.809	B	2	SCIMS
SSM 198891	308 032.300	62 442 22.590	C	N/A	CADASTRAL TRAVERSE
SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS LIC AT 7 SEPTEMBER 2016					
COMBINED SCALE FACTOR 1.000047 ZONE 56					
Table of mm					
00	10	20	30	40	50
60	70	80	90	100	110
120	130	140			

Surveyor : AARON M. HAWKE
Date of Survey : 9th SEPTEMBER 2016
Surveyor's Ref : 58113-2

PLAN OF SUBDIVISION OF LOTS 100 AND 101 IN DP1143458
(X) - LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
(Y) - RESERVATIONS AND CONDITIONS - SEE CROWN GRANT(S)

LGA: LIVERPOOL
Locality: LIVERPOOL
Subdivision No: SC-37/2017
Lengths are in metres. Reduction Ratio 1:200

Registered
16.11.2017

DP1224084 P

(X) - LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
(Y) - RESERVATIONS AND CONDITIONS - SEE CROWN GRANT(S)

MACQUARIE

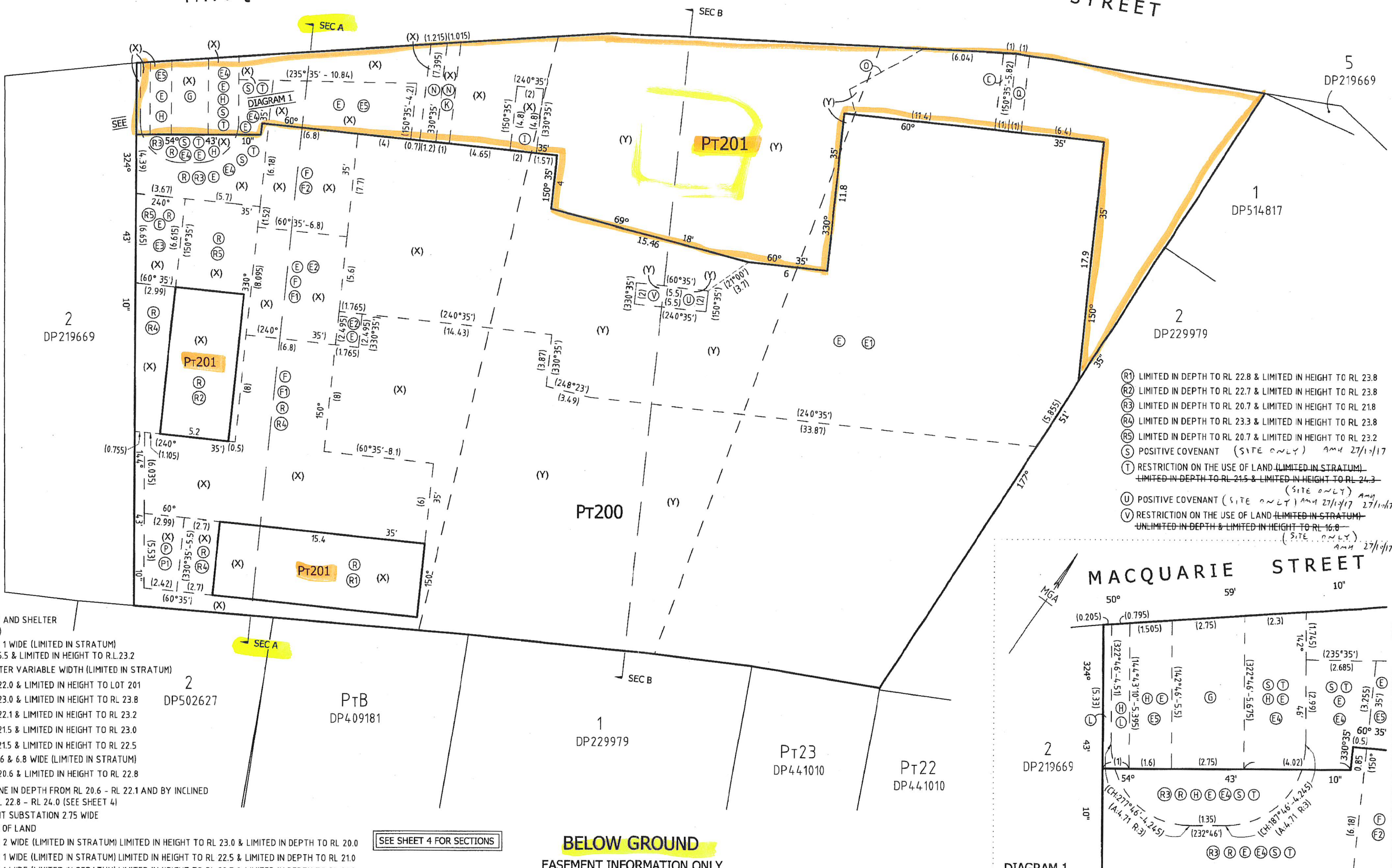
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[ALIGNED 3.66-12.8-3.66]
STREET

PIRIE

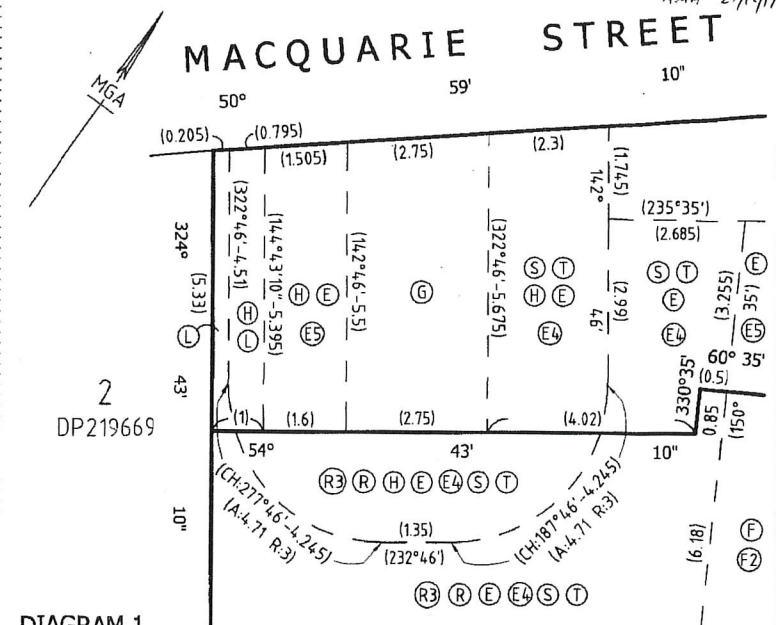
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STREET



- (R1) LIMITED IN DEPTH TO RL 22.8 & LIMITED IN HEIGHT TO RL 23.8
(R2) LIMITED IN DEPTH TO RL 22.7 & LIMITED IN HEIGHT TO RL 23.8
(R3) LIMITED IN DEPTH TO RL 20.7 & LIMITED IN HEIGHT TO RL 21.8
(R4) LIMITED IN DEPTH TO RL 23.3 & LIMITED IN HEIGHT TO RL 23.8
(R5) LIMITED IN DEPTH TO RL 20.7 & LIMITED IN HEIGHT TO RL 23.2
(S) POSITIVE COVENANT (SITE ONLY) AND 27/11/17
(T) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM)
LIMITED IN DEPTH TO RL 21.5 & LIMITED IN HEIGHT TO RL 24.3
(U) POSITIVE COVENANT (SITE ONLY) AND 27/11/17 27/11/17
(V) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM)
UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL 16.8
(W) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM)
UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL 16.8

MACQUARIE STREET

DIAGRAM 1
SCALE 1:100

- (A) EASEMENT FOR SUPPORT AND SHELTER (AFFECTS WHOLE OF LOT)
(C) EASEMENT FOR SERVICES 1 WIDE (LIMITED IN STRATUM)
LIMITED IN DEPTH TO RL 15.5 & LIMITED IN HEIGHT TO RL 23.2
(E) EASEMENT TO DRAIN WATER VARIABLE WIDTH (LIMITED IN STRATUM)
(E1) LIMITED IN DEPTH TO RL 22.0 & LIMITED IN HEIGHT TO LOT 201
(E2) LIMITED IN DEPTH TO RL 23.0 & LIMITED IN HEIGHT TO RL 23.8
(E3) LIMITED IN DEPTH TO RL 22.1 & LIMITED IN HEIGHT TO RL 23.2
(E4) LIMITED IN DEPTH TO RL 21.5 & LIMITED IN HEIGHT TO RL 23.0
(E5) LIMITED IN DEPTH TO RL 21.5 & LIMITED IN HEIGHT TO RL 22.5
(F) RIGHT OF CARRIAGEWAY 6 & 6.8 WIDE (LIMITED IN STRATUM)
(F1) LIMITED IN DEPTH TO RL 20.6 & LIMITED IN HEIGHT TO RL 22.8
(F2) LIMITED BY INCLINED PLANE IN DEPTH FROM RL 20.6 - RL 22.1 AND BY INCLINED PLANE IN HEIGHT FROM RL 22.8 - RL 24.0 (SEE SHEET 4)
(G) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
(H) RESTRICTION ON THE USE OF LAND
(I) EASEMENT FOR SERVICES 2 WIDE (LIMITED IN STRATUM) LIMITED IN HEIGHT TO RL 23.0 & LIMITED IN DEPTH TO RL 20.0
(K) EASEMENT FOR SERVICES 1 WIDE (LIMITED IN STRATUM) LIMITED IN HEIGHT TO RL 22.5 & LIMITED IN DEPTH TO RL 21.0
(L) EASEMENT FOR SERVICES 1 WIDE (LIMITED IN STRATUM) LIMITED IN HEIGHT TO RL 22.7 & LIMITED IN DEPTH TO RL 21.0
(N) EASEMENT FOR SERVICES 2.2 WIDE (LIMITED IN STRATUM) LIMITED IN HEIGHT TO RL 24.5 & LIMITED IN DEPTH TO RL 22.0
(O) EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPES
(P) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(P1) LIMITED IN DEPTH TO RL 20.6 & LIMITED IN HEIGHT TO RL 24.0
(Q) EASEMENT TO DRAIN WATER 1 WIDE (LIMITED IN STRATUM)
LIMITED IN DEPTH TO RL 15.5 & LIMITED IN HEIGHT TO RL 23.2
(R) EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)

SEE SHEET 4 FOR SECTIONS

BELOW GROUND
EASEMENT INFORMATION ONLY

Surveyor : AARON M. HAWKE
Date of Survey : 9th SEPTEMBER 2016
Surveyor's Ref : 58113-2

PLAN OF SUBDIVISION OF LOTS 100 AND 101 IN
DP1143458

LGA: LIVERPOOL
Locality: LIVERPOOL
Subdivision No: SC-37/2017
Lengths are in metres. Reduction Ratio 1:200

Registered
16.11.2017

DP1224084

MACQUARIE

[VARIABLE WIDTH]

STREET

PIRIE

[VARIABLE WIDTH]

STREET

- EASEMENT FOR SUPPORT AND SHELTER (AFFECTS WHOLE OF LOT)
- (B) EASEMENT FOR OVERHANG 3 WIDE (LIMITED IN STRATUM) LIMITED IN HEIGHT TO RL 55.0 & LIMITED IN DEPTH TO RL 26.5
- (D) EASEMENT FOR LIGHT & AIR VARIABLE WIDTH (LIMITED IN STRATUM) LIMITED IN DEPTH TO RL 40.0 AND UNLIMITED IN HEIGHT
- (D2) UNLIMITED IN HEIGHT & LIMITED IN DEPTH TO RL 26.5
- (F) RIGHT OF CARRIAGEWAY 6 & 6.8 WIDE (LIMITED IN STRATUM)
- (F3) LIMITED BY INCLINED PLANE IN DEPTH FROM RL 22.1 - RL 22.3 AND LIMITED BY INCLINED PLANE IN HEIGHT FROM RL 24.0 - RL 25.0 (SEE SHEET 4)
- (G) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (H) RESTRICTION ON THE USE OF LAND
- (I) EASEMENT FOR SERVICES 2 WIDE (LIMITED IN STRATUM) LIMITED IN HEIGHT TO RL 23.0 & LIMITED IN DEPTH TO RL 20.0
- (J) EASEMENT FOR SERVICES 2.2 WIDE (LIMITED IN STRATUM) LIMITED IN HEIGHT TO RL 26.3 & LIMITED IN DEPTH TO RL 23.2
- (M) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) LIMITED IN DEPTH TO RL 22.3 WHERE NOT BOUNDED BY LOT 200 & LIMITED IN HEIGHT TO RL 26.5
- (N) EASEMENT FOR SERVICES 2.2 WIDE (LIMITED IN STRATUM) LIMITED IN HEIGHT TO RL 24.5 & LIMITED IN DEPTH TO RL 22.0
- (P) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (P2) LIMITED IN DEPTH TO RL 24.0 & LIMITED IN HEIGHT TO RL 26.0

(S) POSITIVE COVENANT (SITE ONLY)

(T) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM)

LIMITED IN DEPTH TO RL 21.5 & LIMITED IN HEIGHT TO RL 24.3 (SITE ONLY) AND 27/1/17

(X) - LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
(Y) - RESERVATIONS AND CONDITIONS - SEE CROWN GRANT(S)ABOVE GROUND
EASEMENT INFORMATION ONLY

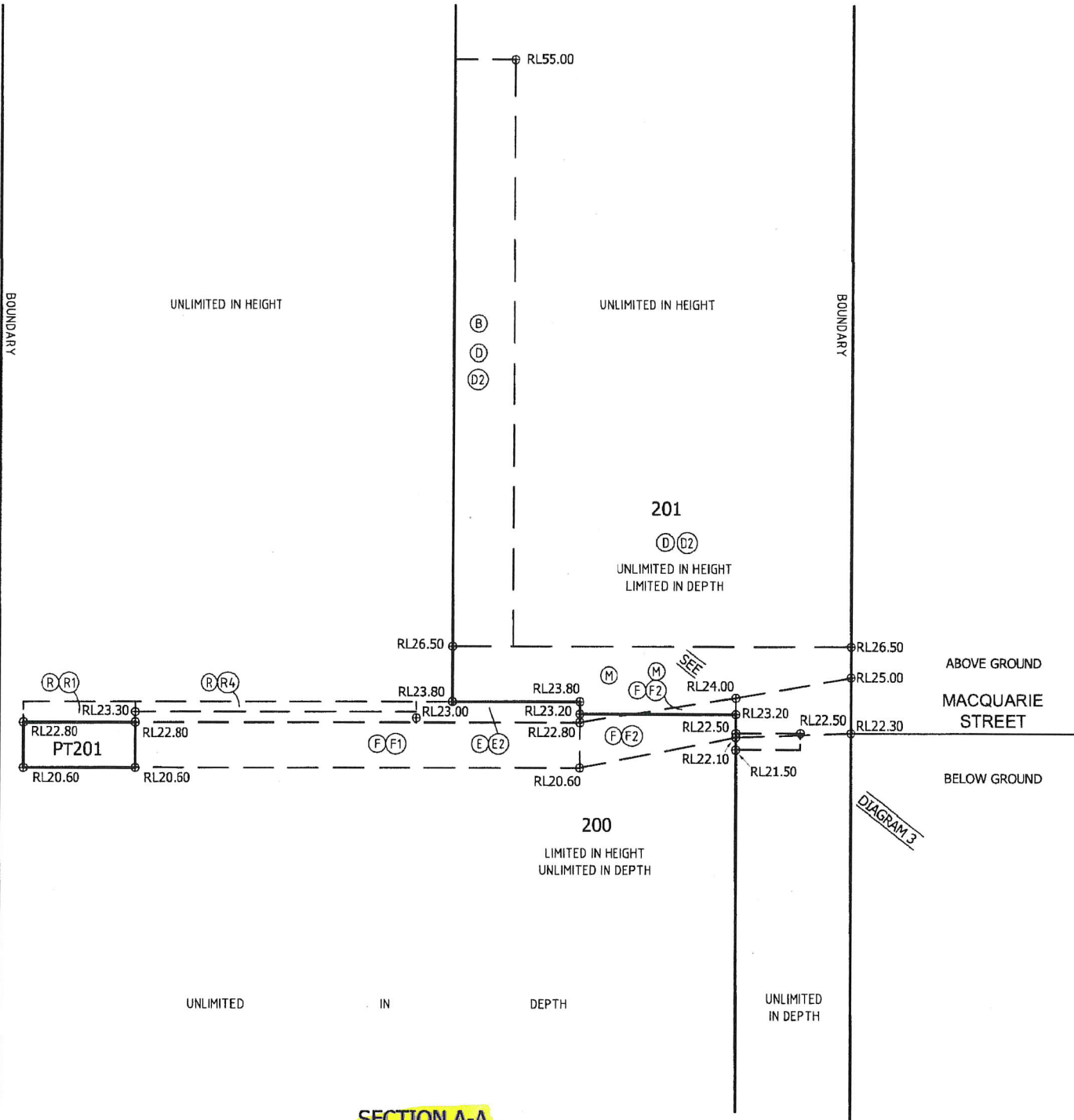
Surveyor : AARON M. HAWKE
Date of Survey : 9th SEPTEMBER 2016
Surveyor's Ref : 58113-2

PLAN OF SUBDIVISION OF LOTS 100 AND 101 IN
DP1143458

LGA: LIVERPOOL
Locality: LIVERPOOL
Subdivision No: SC-37/2017
Lengths are in metres. Reduction Ratio 1:200

Registered
16.11.2017

DP1224084



SECTION A-A

EASEMENT FOR SUPPORT AND SHELTER
(AFFECTS WHOLE OF LOT)

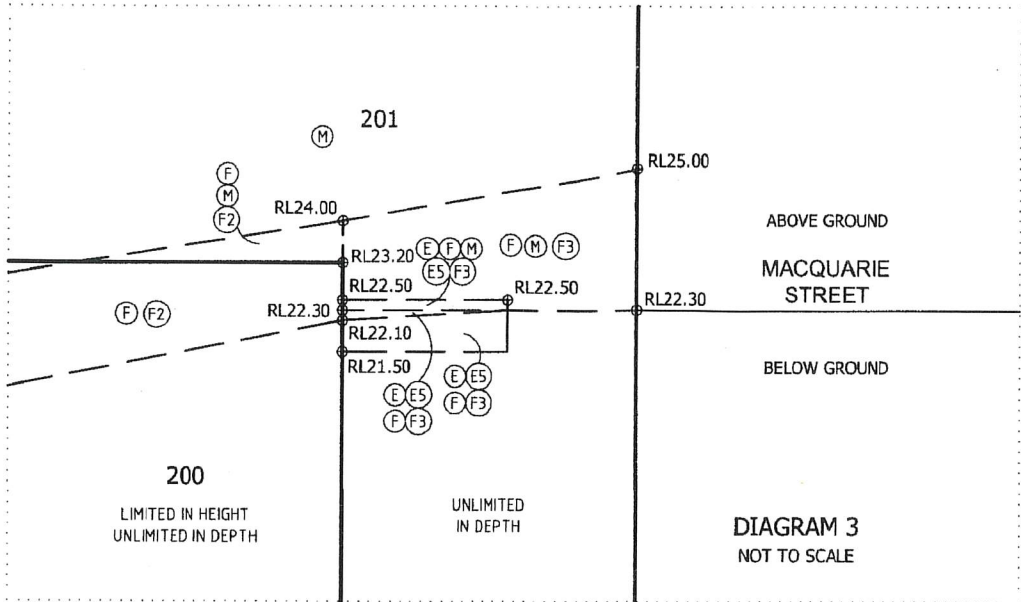
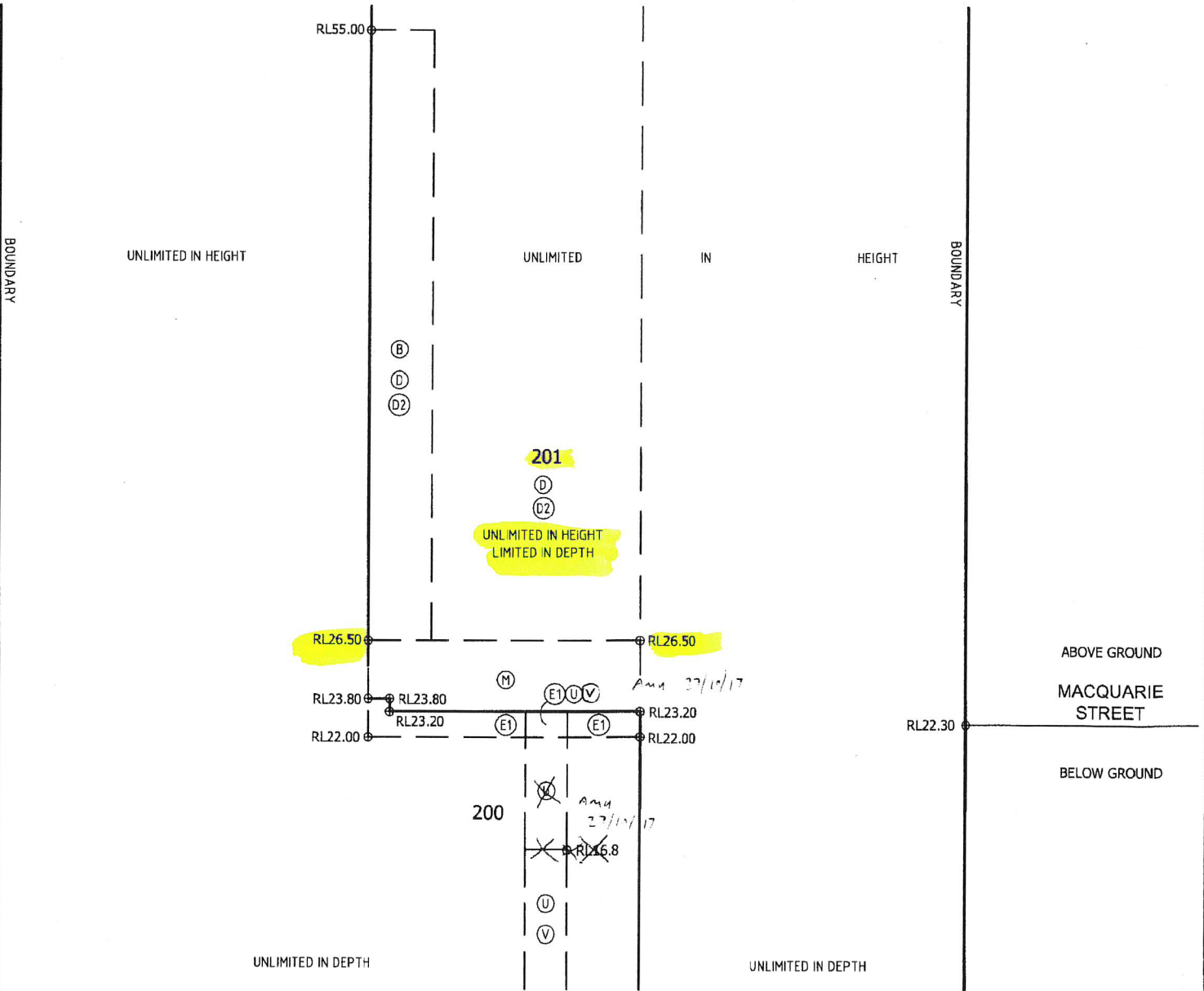


DIAGRAM 3
NOT TO SCALE



SECTION B-B

Surveyor : AARON M. HAWKE Date of Survey : 9th SEPTEMBER 2016 Surveyor's Ref : 58113-2	PLAN OF SUBDIVISION OF LOTS 100 AND 101 IN DP1143458	LGA: LIVERPOOL Locality : LIVERPOOL Subdivision No: SC-37/2017 Lengths are in metres. Reduction Ratio 1:200	Registered 16.11.2017	DP1224084
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