

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

(Sheet 1 of 24 sheets)

Plan: DP1289775

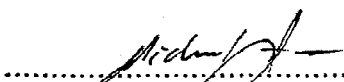
Plan of Subdivision of Lots 1, 2 & 4 in DP 1276275
covered by Subdivision Certificate No. 14.2022/176/1
Dated: 20/12/2023

**Full name and address
of the owner(s) of the land:**

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 28, 200 George Street
Sydney NSW 2000

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, Access and Maintenance 0.9 Wide (A)	100	101
		101	102
		102	103
		103	104
		104	105
		108	107
		109	108
		110	109
		111	110
		112	111
		113	112
		116	115
		117	116
		118	117
		119	118
		120	119
		121	120
		122	121
		123	122
		124	123
		125	124
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		132	133
		133	134
		134	135

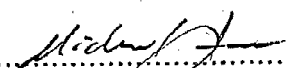


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Plan: **DP1289775**Plan of Subdivision of Lots 1, 2 & 4 in DP 1276275
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Dated: 20/12/2023

1	Easement for Support, Access and Maintenance 0.9 Wide (A)	135	136
		136	137
		138	139
		139	140
		143	142
		144	143
		145	144
		146	145
		147	146
		148	147
		149	148
		150	149
		151	150
		152	151
		153	Pt 170 (A1)
		154	153
		155	154
		156	155
		157	156
		158	157
		160	159
		161	160
		162	161
		163	162
		164	165
		165	166
		166	167
		172	100, 126, 127 & 152
2	Easement for Drainage of Water 1.5 Wide (B)	103	117 – 124 inclusive
		123	117 – 122 inclusive
		124	117 – 123 inclusive
		126	125
		127	128 – 130 inclusive
		128	129 & 130
		129	130
		132	142 – 147 inclusive
		164, 165 & 166	Pt 171 (B1) & Pt Lot 1 in DP1014583 (B2)
		169	Pt 171 (B3)
		172	125 & 126



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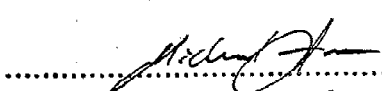
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3	Easement for Drainage of Water 2 Wide (C)	114 115 118 119 120 121 122 138 139 140 143 144 145 146 147 171	115 & 116 116 117 117 & 118 117 – 119 inclusive 117 – 120 inclusive 117 – 121 inclusive 139 – 141 inclusive 140 & 141 141 142 142 & 143 142 – 144 inclusive 142 – 145 inclusive 142 – 146 inclusive Pt Lot 1 in DP1014583 (B2)
4	Right of Access Variable Width (D)	172	Camden Council
5	Easement for Support, Access and Maintenance 0.9 Wide (E)	105 106 107 108 109 110 111 112 113 133 134 135 136 137 142 145 160 – 163 inclusive 164 & 165 166 167 & 168 169	122 121 & 122 120 & 121 119 & 120 118 & 119 117 & 118 116 & 117 115 & 116 114 & 115 146 145 144 143 138, 139 & 142 140 & 141 144 Pt 171 (B1) 163 163 & Pt 171 (B1) Pt 171 (B1) Pt 171 (B3)



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6	Easement for Padmount Substation 2.75 Wide (F)	141 & 168	Epsilon Distribution Ministerial Holding Corporation
7	Restriction on the Use of Land (G)	Pt 141, Pt 142, Pt 168 & Pt 171 designated (G)	Epsilon Distribution Ministerial Holding Corporation
8	Restriction on the Use of Land (H)	Pt 141, Pt 142, Pt 168 & Pt 171 designated (H)	Epsilon Distribution Ministerial Holding Corporation
9	Restriction on the Use of Land	100 – 111 inclusive & 117 – 161 inclusive	Camden Council
10	Restriction on the Use of Land	100 – 169 inclusive	Camden Council
11	Restriction on the Use of Land	114 – 122 inclusive, 138 – 146 inclusive, 163 & Pt 171 designated (B1)	Camden Council
12	Restriction on the Use of Land	172 – 174 inclusive	Camden Council
13	Restriction on the Use of Land	100 – 169 inclusive	100 – 169 inclusive
14	Restriction on the Use of Land	100 – 169 inclusive	100 – 169 inclusive
15	Easement for Drainage of Water Variable Width (J)	172, 173 & 174	Camden Council
16	Easement for On-site Detention and Water Quality Facility Variable Width (J1)	172 & 174	Camden Council
17	Restriction on the Use of Land (J1)	Pt 172 & Pt 174 designated (J1)	Camden Council
18	Positive Covenant (J1)	Pt 172 & Pt 174 designated (J1)	Camden Council



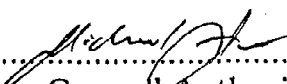
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19	Restriction on the Use of Land (K)	Pt 172 designated (K)	Camden Council
20	Easement for Support over Retaining Wall 0.9 Wide (E1)	163 171	164 – 166 inclusive 166 – 168 inclusive
21	Easement for Support, Access and Maintenance 12 Wide (E2)	174	Camden Council
22	Right of Access 6 Wide (L)	171 & 174	5/1276275
23	Easement for Services 6 Wide (L)	171 & 174	5/1276275

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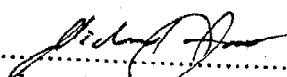
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Plan: **DP1289775**Plan of Subdivision of Lots 1, 2 & 4 in DP 1276275
covered by Subdivision Certificate No. 14.2022/176/1

Dated: 20/12/2023

Part 1A (Release)

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
1	Easement for Overhead Powerlines 9 Wide & Variable Width (DP 1139483) released in the part shown (Z1)	1/1276275 & 2/1276275	Epsilon Distribution Ministerial Holding Corporation as Statutory Successor of Integral Energy Australia
2	Right of Access 6 Wide (DP 1276275)	1/1276275 & 4/1276275	5/1276275
3	Easement for Services 6 Wide (DP 1276275)	1/1276275 & 4/1276275	5/1276275
4	Right of Access 6 Wide (DP 1168651)	1/1276275	2008/1168651 & 2009/1168651
5	Easement for Services 6 Wide (DP 1168651)	1/1276275	2008/1168651 & 2009/1168651
6	Right of Access 6 Wide (DP 1168651) released in the part shown (X1)	4/1276275	2008/1168651 & 2009/1168651
7	Easement for Services 6 Wide (DP 1168651) released in the part shown (Y1)	4/1276275	2008/1168651 & 2009/1168651



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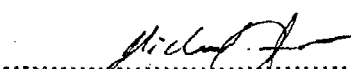
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Part 2 (Terms)

1. Terms of Easement numbered 1 in the abovementioned plan:

- 1.1. The Owner of the lot burdened grants to the Owner of the lot benefited the right for the lot benefited to be supported by the soil or any structure erected in the Easement Site that the dwelling and associated structures on the lot benefited derives support from.
- 1.2. The Owner of the lot burdened must not do anything which may affect or have tendency to affect the stability of the soil or any structures erected in the Easement Site.
- 1.3. Subject to clause 1.2, the Owner of the lot burdened may carry out repairs and maintenance or improvements to any landscaping within the Easement Site including installing a security gate.
- 1.4. The Owner of the lot benefited, and every person authorised by that person may, by any reasonable means:
 - (a) access and take anything onto the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of constructing, renewing, replacing, painting, repairing and maintaining the dwelling and associated structures adjacent to the Easement Site, situated on the lot benefited, that may or may not be built up to the boundary line adjacent to the lot burdened; and
 - (b) remain on the Easement Site for any reasonable time for the purposes outlined in Clause 1.4 (a).
- 1.5. The Owner of the lot benefited, and every person authorised by that person must:
 - (a) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising their rights under this Easement;
 - (b) comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
 - (c) except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.
- 1.6. In exercising the powers granted under this Easement, the Owner of the lot benefited must:
 - (a) ensure that all work is done properly;
 - (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (c) restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
 - (d) make good any collateral damage.
- 1.7. The grant of this easement is made subject to the existence of, and the right of the Owner of the lot burdened to construct eaves and guttering from the dwelling on the lot burdened, that overhang the Easement Site.


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- 1.8. The Owner of the burdened lot and the Owner of the benefited lot acknowledge that it is not the responsibility of Camden Council to determine any dispute in relation to the Easement for Support, Access and Maintenance and any dispute is a civil matter to be resolved between the parties.

The Authority whose consent is required to release, vary or modify the Easement numbered 1 in the plan is **Camden Council**.

2. Terms of Easement numbered 2 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 8, Part 8 of the Conveyancing Act 1919, as amended, together with the following addition:

The registered proprietor(s) of the land shall not make or permit, or suffer the making of, any alterations to the finished surface levels within the Easement Site.

The Authority whose consent is required to release, vary or modify the Easement numbered 2 in the plan is **Camden Council**.

3. Terms of Easement numbered 3 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 8, Part 8 of the Conveyancing Act 1919, as amended, together with the following addition:

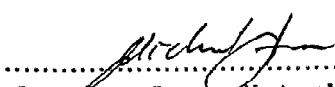
The registered proprietor(s) of the land shall not make or permit, or suffer the making of, any alterations to the finished surface levels within the Easement Site.

The Authority whose consent is required to release, vary or modify the Easement numbered 3 in the plan is **Camden Council**.

4. Terms of Easement numbered 4 in the abovementioned plan:

- (a) A Right of Access as set out in Schedule 4A, Part 11 of the Conveyancing Act 1919, as amended, together with the right for the benefited authority and every person authorised by it to go, pass and repass across the easement site at all times with or without vehicles.
- (b) The rights under this Right of Access terminate on the date that any part of the easement site is dedicated as a public road (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.
- (c) Upon satisfaction of the Sunset Event and upon request by the owner of the lot burdened or the benefited authority, the owner of the lot burdened and the benefited authority must do all things necessary (including making application to NSW Land Registry Services (or its successor) to remove the record of the Right of Access from the title of the lot burdened.
- (d) In this Easement, "easement site" means the Right of Access marked (D) on the plan.

The Authority whose consent is required to release, vary or modify the Easement numbered 4 in the plan is **Camden Council**.


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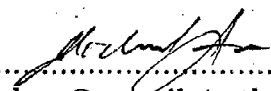
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5. Terms of Easement numbered 5 in the abovementioned plan:

- 5.1. The Owner of the lot burdened grants the Owner of the lot benefited a right of support and maintenance over that part of the lot burdened containing the Easement Site for the purpose of supporting the retaining wall located on the lot benefited adjacent to the Easement Site (**Retaining Wall**).
- 5.2. The Owner of the lot burdened must not:
- (a) permit any structures within the Easement Site except for:
 - (i) any footings of the Retaining Wall; and
 - (ii) any eaves, guttering or roof forming part of the dwelling erected on the lot burdened that overhangs the Easement Site, but only to the extent that:
 - A. the eaves or roof (not including guttering) do not encroach the Easement Site by more than 450mm; and
 - B. the guttering remains within the Easement Site; and
 - (b) do anything which:
 - (i) will damage the Retaining Wall;
 - (ii) will detract from the support of the Retaining Wall; and/or
 - (iii) may affect or have tendency to affect the stability of the soil or footings of the Retaining Wall in the Easement Site.
- 5.3. The Owner of the lot benefited, and every person authorised by that person may, by any reasonable means:
- (a) access and take anything onto the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of carrying out any work necessary to ensure the support of Retaining Wall is maintained; and
 - (b) remain on the Easement Site for any reasonable time for the purposes outlined in Clause 5.3(a).
- 5.4. The Owner of the lot benefited, and every person authorised by that person must:
- (a) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising their rights under this Easement;
 - (b) comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
 - (c) except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.


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Dated: 20/12/2023

5.5. In exercising the powers granted under this Easement, the Owner of the lot benefited must:

- (a) ensure that all work is done properly; and
- (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (c) restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
- (d) make good any collateral damage.

The Authority whose consent is required to release, vary or modify the Easement numbered 5 in the plan is **Camden Council**.

6. Terms of Easement numbered 6 in the abovementioned plan:

The terms set out in Section 1 of Memorandum AR578978 are incorporated into this document.

The Authority whose consent is required to release, vary or modify the Easement numbered 6 in the plan is **Epsilon Distribution Ministerial Holding Corporation**.

7. Terms of Restriction numbered 7 in the abovementioned plan:

The terms set out in Section 8 of Memorandum AR578978 are incorporated into this document.

The Authority whose consent is required to release, vary or modify the Restriction numbered 7 in the plan is **Epsilon Distribution Ministerial Holding Corporation**.

8. Terms of Restriction numbered 8 in the abovementioned plan:

The terms set out in Section 9 of Memorandum AR578978 are incorporated into this document.

The Authority whose consent is required to release, vary or modify the Restriction numbered 8 in the plan is **Epsilon Distribution Ministerial Holding Corporation**.

9. Terms of Restriction numbered 9 in the abovementioned plan:

No dwelling shall be permitted to be constructed on the lots burdened unless the footings of the building have been designed by a suitably qualified civil and/or structural engineer.

The Authority whose consent is required to release, vary or modify the Restriction numbered 9 in the plan is **Camden Council**.


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10. Terms of Restriction numbered 10 in the abovementioned plan:

No buildings or structures shall be constructed on the lots hereby burdened unless all construction works, including earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land, are carried out in accordance with the salinity / control measures outlined in:

- (a) Section 8 of the Detail Salinity Assessment Report prepared by Geotest Services (Ref: P33603.1_R01, Dated 2 February 2022),
- (b) Part 7 - Salinity Management Plan of the Report on Lot Classification and Salinity Assessment prepared by Douglas Partners (Project: 92323.11, Dated November 2023) and,
- (c) Council's Engineering Specifications.

The Authority whose consent is required to release, vary or modify the Restriction numbered 10 in the plan is **Camden Council**.

11. Terms of Restriction numbered 11 in the abovementioned plan:

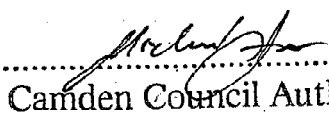
The Owner of the lot burdened must not, or allow any person to alter, remove or destroy any part of the retaining wall located on the lot burdened, including any soil, planting, footings or fencing associated with the retaining wall structure.

The Authority whose consent is required to release, vary or modify the Restriction numbered 11 in the plan is **Camden Council**.

12. Terms of Restriction numbered 12 in the abovementioned plan:

No further residential, commercial and industrial development shall be permitted on the lot(s) hereby burdened unless satisfactory arrangements have been made with Camden Council. These arrangements include access to roads, services (water, sewer, electricity and telecommunications) and payment of any outstanding contributions (this may be through further subdivision or consolidation with adjoining lots).

The Authority whose consent is required to release, vary or modify the Restriction numbered 12 in the plan is **Camden Council**.


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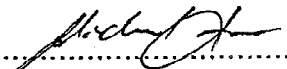
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13. Terms of Restriction numbered 13 in the abovementioned plan:

- 13.1. No fence shall be erected on a lot burdened to divide it from any adjoining land owned by Mirvac without the consent of Mirvac.
- 13.2. No air-conditioning unit is to be installed:
- (a) in any front porch/ balcony of a lot burdened; or
 - (b) in any area on or in a lot burdened where the air conditioning unit is visible from ground level outside the lot burdened.
- 13.3. No garbage containers and recyclable materials are to be stored on or in any lot burdened unless secured or stored so that they are hidden from view from outside the lot burdened and do not omit odours.
- 13.4. No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened; or
 - (b) in an area designated as being an area where a vehicle may be parked.
- 13.5. No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or any other towable item is visible from ground level outside the lot burdened.
- 13.6. No retaining wall that is visible from ground level outside a lot burdened shall be constructed or permitted to remain constructed unless the retaining wall is constructed of a masonry material.
- 13.7. In this Restriction, "Mircac" means Mirvac Homes (NSW) Pty Limited (ACN 006 922 998) and its successors, nominees or assigns other than purchases on sale.

The Corporation whose consent is required to release, vary or modify the Restriction numbered 13 in the plan is **Mircac Homes (NSW) Pty Limited ACN 006 922 998** and/or its successors, nominees and/or assigns, other than purchases on sales, for such period as it is the Owner of land in the plan and thereafter the owners of the lots benefited PROVIDED THAT any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.


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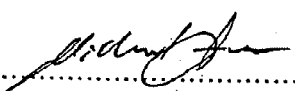
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14. Terms of Restriction numbered 14 in the abovementioned plan:

- 14.1. No building shall be constructed on the lot burdened, and the Owner of the lot burdened must not make application to Camden Council for a development consent to approve a building to be constructed on the lot burdened, unless the building and ancillary landscaping and fencing complies with:
- (a) the Design Guidelines; and
 - (b) any other conditions required by any relevant consent authority.
- 14.2. The Owner of the lot burdened must not do any of the following unless and until the Owner of the lot burdened obtains the prior written approval of the Review Panel:
- (a) erect any building or structure;
 - (b) carry out any siteworks (including fencing, excavation, filling or retaining walls);
 - (c) erect a fence or wall;
 - (d) erect any external sign, hoarding, tank, clothes line, letter box, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any building; or
 - (e) erect or place any external floodlights or spotlights to any lights illuminating any pool or other similar enclosure.
- 14.3. These restrictions shall expire and have no further force or effect on the date being the first to occur of:
- (a) 15 October 2027; and
 - (b) One year after the date an occupancy certificate is issued to the registered proprietor of a dwelling approved by the Review Panel on the last remaining lot in the Development such that there are no further vacant lots in the Development (excluding any lots upon which no dwelling is permitted to be erected).

The Corporation whose consent is required to release, vary or modify the Restriction numbered 14 in the plan is **Mirvac Homes (NSW) Pty Limited ACN 006 922 998** and/or its successors, nominees and/or assigns, other than purchases on sales, for such period as it is the Owner of land in the plan and thereafter the owners of the lots benefited PROVIDED THAT any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.


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15. Terms of Easement numbered 15 in the abovementioned plan:

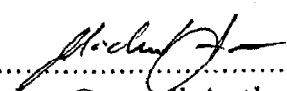
- (a) An Easement for Drainage of Water as set out in Schedule 4A, Part 7 of the Conveyancing Act 1919, as amended, is created.
- (b) The rights under this Easement for Drainage of Water terminate on the date of decommissioning and removal of the Temporary Stormwater Management Measures from the Easement Site (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.
- (c) Upon satisfaction of the Sunset Event and upon request by the Owner of the lot burdened or the benefited authority, the Owner of the lot burdened and the benefited authority must do all things necessary, including making application to NSW Land Registry Services (or its successor) to remove the record of the Easement for Drainage of Water from the title of the lot burdened.

The Authority whose consent is required to release, vary or modify the Easement numbered 15 in the plan is **Camden Council**.

16. Terms of Easement numbered 16 in the abovementioned plan:

- (a) The Authority having the benefit of this Easement may:
 - (i) detain water (whether rain, storm, spring, soakage or seepage water) in any quantities in The System located on the Easement Site;
 - (ii) monitor the water storage to ensure water quality; and
 - (iii) enter the lot burdened, together with any person authorised by the Authority and with any tools, equipment or machinery necessary for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing any pipe lines for the purpose of detaining water, provided the person authorised by the Authority takes all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.
- (b) The Registered Proprietors(s) of the lot burdened must not do anything that would adversely affect the water quality within the Easement Site.

The Authority whose consent is required to release, vary or modify the Easement numbered 16 in the plan is **Camden Council**.


.....
Camden Council Authorised Person

DocuSigned by:

.....
Electronic signature
of Adam Perrott
21/12/2023
12:53
.....
Attesting Witness

Plan: **DP1289775**

Plan of Subdivision of Lots 1, 2 & 4 in DP 1276275
covered by Subdivision Certificate No. 14.2022/176/1
Dated: 20/12/2023

17. Terms of Restriction numbered 17 in the abovementioned plan:

The Registered Proprietors(s) of the lot burdened covenant with the Authority benefited in respect to The System constructed and/or installed within that part of the burdened lot and denoted (J) on the plan, that they will not, without the prior and express written consent of the Authority benefited:

- (a) Do any act, matter or thing which would prevent The System from operating in a safe and efficient manner.
- (b) Make or permit or suffer the making of any alterations or additions to The System.
- (c) Allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon The System.

This Restriction on Use of Land shall bind all persons who are entitled to claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Conveyancing Act 1919.

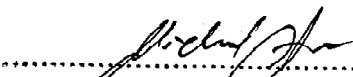
The Authority whose consent is required to release, vary or modify the Restriction numbered 17 in the plan is **Camden Council**.

18. Terms of Positive Covenant numbered 18 in the abovementioned plan:

The Registered Proprietor(s) of the lot burdened (herein called 'the proprietor') covenant with the Authority benefited in respect to The System constructed on the burdened lot(s), that they will:

- (a) construct, clean maintain and repair all pits, tanks pipe lines, orifice plates, trench barriers, walls, earth banks and other structures;
- (b) maintain the existing surface levels;
- (c) regularly mow and remove grass clippings and debris as necessary to ensure the efficient operation from time to time and at all times of the basin PROVIDED HOWEVER that Camden Council (herein called 'the Council') shall have the right enter upon the burdened lot with all necessary materials and equipment at all reasonable time and on reasonable times and on reasonable notice but at any time and without notice in the case of an emergency:
 - (i) to view the state of repair of the basin;
 - (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and
 - (iii) to execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within 14-days of the date receipt by the proprietor of written notice from the Council requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith up demand.

The Authority whose consent is required to release, vary or modify the Positive Covenant numbered 18 in the plan is **Camden Council**.


.....
Camden Council Authorised Person

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of Adam Perrott
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Attesting Witness

Plan: **DP1289775**

Plan of Subdivision of Lots 1, 2 & 4 in DP 1276275
covered by Subdivision Certificate No. 14.2022/176/1
Dated: 20/12/2023

19. Terms of Restriction numbered 19 in the abovementioned plan:

- (a) For the purpose of this Restriction, the 'APZ Area' means that part of Lot 172 burdened and designated 'K' on the plan.
- (b) The APZ Area must be managed as a Temporary Asset Protection Zone (APZ) in accordance with Appendix 4 of the NSW Rural Fire Service 'Planning for Bushfire Protection – A guide for councils, planners, fire authorities and developers' dated 2019 (as amended and updated).

The Restriction may be released, varied or modified upon the removal of the bush fire hazard as part of the lawful commencement of any future urban development.

The Authority whose consent is required to release, vary or modify the Restriction numbered 19 in the plan is **Camden Council**.

20. Terms of Easement numbered 20 in the abovementioned plan:

20.1. The Owner of the lot burdened grants the Owner of the lot benefited a right of support over that part of the lot burdened containing the Easement Site for the purpose of supporting the retaining wall located on the Easement Site (**Retaining Wall**).

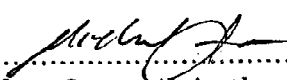
20.2. The Owner of the lot burdened must not:

- (a) do anything which will detract from the support of the Retaining Wall; and
- (b) permit any structures within the Easement Site that do not form part of the Retaining Wall except for any eaves, guttering or roof forming part of the dwelling erected on the lot burdened that overhangs the Easement Site, but only to the extent that:
 - (i) the eaves or roof (not including guttering) do not encroach the Easement Site by more than 450mm; and
 - (ii) the guttering remains within the Easement Site; and

20.3. The Owner of the lot burdened must:

- (a) keep the Retaining Wall in good repair and safe condition; and
- (b) carry out any work that is reasonably necessary to maintain the Retaining Wall and to protect the structural integrity of the Retaining Wall.

The Authority whose consent is required to release, vary or modify the Easement numbered 20 in the plan is **Camden Council**.


.....
Camden Council Authorised Person

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of Adam Perrott
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12:53

Attesting Witness

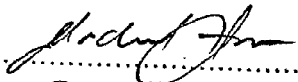
Plan: **DP1289775**

Plan of Subdivision of Lots 1, 2 & 4 in DP 1276275
covered by Subdivision Certificate No. 14.2022/176/1
Dated: 20/12/2023

21. Terms of Easement numbered 21 in the abovementioned plan:

- 21.1. The Owner of the lot burdened grants the Authority benefited a right of support over that part of the lot burdened containing the Easement Site for the purpose of the stacked rock retaining wall located within the Easement Site (**Stacked Rock Retaining Wall**).
- 21.2. The Owner of the lot burdened must not do anything which may:
- (a) subject to clause 21.3, in any way alter, remove or destroy any part of the Stacked Rock Retaining Wall; or
 - (b) affect or have tendency to affect the stability of the soil or any structures erected in the Easement Site.
- 21.3. The Owner of the lot burdened must carry out repairs and any other work that is reasonably necessary to maintain the Stacked Rock Retaining Wall.
- 21.4. The Owner of the lot benefited, and every person authorised by that person may, by any reasonable means:
- (a) access and take anything onto the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of carrying out any work necessary to ensure the support of Stacked Rock Retaining Wall is maintained;
 - (b) remain on the Easement Site for any reasonable time for the purposes outlined in Clause 21.4 (a).
- 21.5. The Owner of the lot benefited, and every person authorised by that person must:
- (a) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising their rights under this Easement;
 - (b) comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
 - (c) except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.
- 21.6. In exercising the powers granted under this Easement, the Owner of the lot benefited must:
- (a) ensure that all work is done properly;
 - (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (c) restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
 - (d) make good any collateral damage.

The Authority whose consent is required to release, vary or modify the Easement numbered 21 in the plan is **Camden Council**.


.....
Camden Council Authorised Person

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of Adam Perrott
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Attesting Witness

Plan: **DP1289775**

Plan of Subdivision of Lots 1, 2 & 4 in DP 1276275
covered by Subdivision Certificate No. 14.2022/176/1

Dated: 20/12/2023

22. Terms of Easement numbered 22 in the abovementioned plan:

A Right of Access as set out in Schedule 8, Part 14 of the Conveyancing Act 1919, as amended.

The Authority whose consent is required to release, vary or modify the Easement numbered 22 in the plan is **Camden Council**.

23. Terms of Easement numbered 23 in the abovementioned plan:

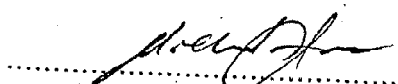
An Easement for Services as set out in Schedule 8, Part 11 of the Conveyancing Act 1919, as amended.

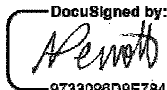
The Authority whose consent is required to release, vary or modify the Easement numbered 23 in the plan is **Camden Council**.

24. Definitions

In this Instrument:

- (a) **Design Guidelines** means the design guidelines (as may be varied from time to time) specified by the Review Panel which regulate all building and ancillary landscaping work as applicable to the Development.
- (b) **Development** means the development known as "Cobbitty by Mirvac" comprised in means Lots 1, 2, 3, 4, 5 and 6 in Deposited Plan 1276275 or any future lots created from the subdivision of these parcels.
- (c) **Easement Site** means in relation to an easement in this Instrument:
 - (i) the site of an easement on the plan; and
 - (ii) all items within the site of the easement identified on the plan which are the subject of the easement.
- (d) **Instrument** means this section 88B instrument.
- (e) **Owner** means a person who is entitled to an estate or interest in possession in a lot.
- (f) **Review Panel** means the Mirvac Development Review Panel.
- (g) **Temporary Stormwater Management Measures** means the temporary stormwater management measures detailed on the plans approved by Camden Council as subdivision works certificate no. 2022/176/1 dated 07/02/2023.
- (h) **The System** means the On-Site Detention Storage/Water Quality Area & Outlet Works constructed and/or installed on the land as detailed on the plans approved by Camden Council as Subdivision Works Certificate No. 2022/176/1 dated 07/02/2023, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater, as well as all surfaces graded to direct stormwater to the on-site detention storage.


.....
Camden Council Authorised Person

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Electronic signature
of Adam Perrott
21/12/2023
12:53
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Attesting Witness

Plan: **DP1289775**

Plan of Subdivision of Lots 1, 2 & 4 in DP 1276275
covered by Subdivision Certificate No. 14.2022/176/1
Dated: 20/12/2023

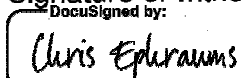
Signatures

Consent of Owner:

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

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Mirvac Homes (NSW) Pty Limited** ACN 006 922 998

Signature of witness:

DocuSigned by:

E2ABE9BD4C2B48E...
Chris Ephraums
Electronic signature of me, 21/12/2023
affixed by me, or at my direction, on 12:53

I certify that I am an eligible witness and that this document was signed in counterpart and witnessed over audio visual link in accordance with s14G of the Electronic Transactions Act 2000 (NSW).

Name of witness:

Chris Ephraums

Address of witness:

200 George St, Sydney

Signature of attorney:

DocuSigned by:

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Adam Perrott
Electronic signature of me, 21/12/2023
affixed by me, or at my direction, on 12:53

Attorney name: Adam Perrott

Attorney position: Development Director

Power of attorney: Book 4819

No 748

Plan: **DP1289775**

Plan of Subdivision of Lots 1, 2 & 4 in DP 1276275
covered by Subdivision Certificate No. 14.2022/176/1

Dated: 20/12/2023

Signatures

~~Consent of Mortgagee:~~

Plan: **DP1289775**

Plan of Subdivision of Lots 1, 2 & 4 in
DP 1276275
covered by Subdivision Certificate No.
Dated:

Signatures

Consent of Owner of Lot Benefitted (2008/1168651)

Signed in my presence by:

Name of Registered Proprietor: Ian Charles McIntosh

Signature of Registered Proprietor:

DocuSigned by:

7F62B4B32A184EC...

Digitally Signed by
Ian McIntosh
Date: 18/12/2023
Time: 18:49

Name of Witness: David Struik

Address of Witness:

531 Cobbitty Road, Cobbitty NSW 2570

Signature of Witness:

DocuSigned by:

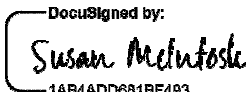
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Digitally Signed by
David Struik
Date: 18/12/2023
Time: 20:14

Signed in my presence by:

Name of Registered Proprietor: Susan Colden McIntosh

Signature of Registered Proprietor:

DocuSigned by:

1AB4ADD681BF493...

Digitally Signed by
Susan McIntosh
Date: 19/12/2023
Time: 09:32

Name of Witness: David Struik

Address of Witness:

531 Cobbitty Road, Cobbitty NSW 2570

Signature of Witness:

DocuSigned by:

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Digitally Signed by
David Struik
Date: 19/12/2023
Time: 09:33

Plan: **DP1289775**

Plan of Subdivision of Lots 1, 2 & 4 in
DP 1276275
covered by Subdivision Certificate No.
Dated:

Signatures

Consent of Owner of Lot Benefitted (2009/1168651)

Signed in my presence by:

Name of Registered Proprietor: Angela Mary Head

Signature of Registered Proprietor:

DocuSigned by:

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Digitally Signed by
Angela Head
Date: 15/12/2023
Time: 15:35

Name of Witness: David Heaad

Address of Witness:

70 Cut Hill Rd, Cobbitty NSW 2570

Signature of Witness:

DocuSigned by:

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Digitally Signed by
David Heaad
Date: 15/12/2023
Time: 15:38

Plan: **DP1289775**

Plan of Subdivision of Lots 1, 2 & 4 in
DP 1276275
covered by Subdivision Certificate No.
Dated:

Signatures

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

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

Signature of witness:

 Digitally signed by
Natasha Issac
Date: 2023.11.01
11:24:14 +11'00'

Signature of attorney:

 Digitally signed by
Simon Lawton
Date: 2023.11.01
11:20:31 +11'00'

Name of witness:

Attorney name: Simon Lawton

Natasha Issac

Attorney position: Strategic Property Manager

Address of witness:
c/-Endeavour Energy
Level 41, 8 Parramatta Square
10 Darcy Street
Parramatta NSW 2150

Power of attorney: Book 4806

No 961

This document was signed in counterpart
and witnessed over audio visual link in
accordance with Section 14G of the
Electronic Transactions Act 2000.

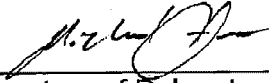
EE reference: URS26758, ARP5348, URS27377
RELEASE PROP00029402

Plan: **DP1289775**

Plan of Subdivision of Lots 1, 2 & 4 in DP 1276275
covered by Subdivision Certificate No. 14.2022/176/1
Dated: 20/12/2023

Signatures

Executed by Camden Council by its authorised delegate pursuant to Section 378 of the Local Government Act 1993



Signature of Delegate

Michael Grasso - Team Leader Engineering Certification

Name of Delegate

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



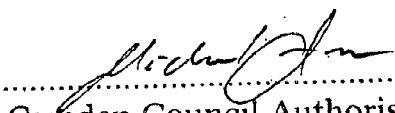
Signature of Witness

Madeleine Rosevear

Name of Witness

70 Central Avenue Oran Park NSW 2570

Address of Witness



Camden Council Authorised Person

REGISTERED:



08/01/2024

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

(Sheet 1 of 15 sheets)

Plan: **DP1289776**

Plan of Subdivision of Lot 170 in DP 1289775 &
Easements over Lot 172 in DP 1289775
covered by Subdivision Certificate No. 14.2022.176.2
Dated: 13.02.2024

**Full name and address
of the owner(s) of the land:**

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Level 28, 200 George Street
Sydney NSW 2000

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, Access and Maintenance 0.9 Wide (A)	200 201 202 204 205 206 207 208 210 211 212 216 217 218 219 220 222 223 224 227 228 229 230 231 172/1289775	201 202 203 205 206 207 208 209 211 212 213 215 216 217 218 219 221 222 223 226 227 228 229 230 200 & 224
2	Easement for Drainage of Water 1.5 Wide (B)	224	221 – 223 inclusive


Camden Council Authorised Person

DocuSigned by:

8730998D9E78491

Attesting Witness

Electronic signature of me,
Adam Perrott, affixed by
me, or at my direction on
14/02/2024 at 12:37

(Sheet 2 of 15 sheets)

Plan: **DP1289776**

Plan of Subdivision of Lot 170 in DP 1289775 &
 Easements over Lot 172 in DP 1289775
 covered by Subdivision Certificate No. 14.2022.176-2
 Dated: 13.02.2024

3	Easement for Drainage of Water 2 Wide (C)	204 210 211 212 213 216 217 218 219 220 222 223	215 – 220 inclusive 211 – 214 inclusive 212 – 214 inclusive 213 & 214 214 215 215 & 216 215 – 217 inclusive 215 – 218 inclusive 215 – 219 inclusive 221 221 & 222
4	Right of Access Variable Width (D)	172/1289775	Camden Council
5	Easement for Support, Access and Maintenance 0.9 Wide (E)	201 202 203 204 205 206 207 208 209 215 218 221 231	223 222 204 & 221 220 219 207 & 218 217 216 210, 211, 212 & 215 212, 213 & 214 217 220 230
6	Easement for Support over Retaining Wall 0.9 Wide (E1)	210 & 211 212 213 & 214	209 209 & 215 215
7	Easement for Support over Retaining Wall 0.9 Wide (E2)	210, 214 & 225	Camden Council



 Camden Council Authorised Person

DocuSigned by:

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Electronic signature of me,
 Adam Perrott, affixed by
 me, or at my direction on
 14/02/2024 at 12:37

Attesting Witness

(Sheet 3 of 15 sheets)

Plan: **DP1289776**

Plan of Subdivision of Lot 170 in DP 1289775 &
Easements over Lot 172 in DP 1289775
covered by Subdivision Certificate No. 14.2022.176.2
Dated: 13.02.2024

8	Restriction on the Use of Land	200 – 224 inclusive & 229 – 231 inclusive	Camden Council
9	Restriction on the Use of Land	200 – 231 inclusive	Camden Council
10	Restriction on the Use of Land	204, 207, 210 – 223 inclusive & 225 – 231 inclusive	Camden Council
11	Restriction on the Use of Land	Each Lot	Every other Lot
12	Restriction on the Use of Land	Each Lot	Every other Lot


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Camden Council Authorised Person

Electronic signature of me,
Adam Perrott, affixed by
me, or at my direction on
14/02/2024 at 12:37

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Attesting Witness

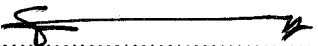
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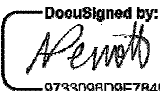
Plan: **DP1289776**

Plan of Subdivision of Lot 170 in DP 1289775 &
Easements over Lot 172 in DP 1289775
covered by Subdivision Certificate No. 14.2022.176.2
Dated: 13.02.2024

Part 2 (Terms)

1. **Terms of Easement numbered 1 in the abovementioned plan:**
 - 1.1. The Owner of the lot burdened grants to the Owner of the lot benefited the right for the lot benefited to be supported by the soil or any structure erected in the Easement Site that the dwelling and associated structures on the lot benefited derives support from.
 - 1.2. The Owner of the lot burdened must not do anything which may affect or have tendency to affect the stability of the soil or any structures erected in the Easement Site.
 - 1.3. Subject to clause 1.2, the Owner of the lot burdened may carry out repairs and maintenance or improvements to any landscaping within the Easement Site including installing a security gate.
 - 1.4. The Owner of the lot benefited, and every person authorised by that person may, by any reasonable means:
 - (a) access and take anything onto the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of constructing, renewing, replacing, painting, repairing and maintaining the dwelling and associated structures adjacent to the Easement Site, situated on the lot benefited, that may or may not be built up to the boundary line adjacent to the lot burdened; and
 - (b) remain on the Easement Site for any reasonable time for the purposes outlined in Clause 1.4 (a).
 - 1.5. The Owner of the lot benefited, and every person authorised by that person must:
 - (a) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising their rights under this Easement;
 - (b) comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
 - (c) except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.
 - 1.6. In exercising the powers granted under this Easement, the Owner of the lot benefited must:
 - (a) ensure that all work is done properly;
 - (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (c) restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
 - (d) make good any collateral damage.


.....
Camden Council Authorised Person

DocuSigned by:

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Electronic signature of me,
Adam Perrott, affixed by
me, or at my direction on
14/02/2024 at 12:37
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Attesting Witness

(Sheet 5 of 15 sheets)

Plan: **DP1289776**

Plan of Subdivision of Lot 170 in DP 1289775 &
Easements over Lot 172 in DP 1289775
covered by Subdivision Certificate No. 14.2022.176.2
Dated: 13.02.2024

- 1.7. The grant of this easement is made subject to the existence of, and the right of the Owner of the lot burdened to construct eaves and guttering from the dwelling on the lot burdened, that overhang the Easement Site.
- 1.8. The Owner of the burdened lot and the Owner of the benefited lot acknowledge that it is not the responsibility of Camden Council to determine any dispute in relation to the Easement for Support, Access and Maintenance and any dispute is a civil matter to be resolved between the parties.

The Authority whose consent is required to release, vary or modify the Easement numbered 1 in the plan is **Camden Council**.

2. Terms of Easement numbered 2 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 8, Part 8 of the Conveyancing Act 1919, as amended, together with the following addition:

The registered proprietor(s) of the land shall not make or permit, or suffer the making of, any alterations to the finished surface levels within the Easement Site.

The Authority whose consent is required to release, vary or modify the Easement numbered 2 in the plan is **Camden Council**.

3. Terms of Easement numbered 3 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 8, Part 8 of the Conveyancing Act 1919, as amended, together with the following addition:

The registered proprietor(s) of the land shall not make or permit, or suffer the making of, any alterations to the finished surface levels within the Easement Site.

The Authority whose consent is required to release, vary or modify the Easement numbered 3 in the plan is **Camden Council**.


.....
Camden Council Authorised Person

DocuSigned by:

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Electronic signature of me,
Adam Perrott, affixed by
me, or at my direction on
14/02/2024 at 12:37

Attesting Witness

(Sheet 6 of 15 sheets)

Plan: **DP1289776**

Plan of Subdivision of Lot 170 in DP 1289775 &
Easements over Lot 172 in DP 1289775
covered by Subdivision Certificate No. **14.2022.176.2**
Dated: **13.02.2024**

4. Terms of Easement numbered 4 in the abovementioned plan:

- (a) A Right of Access as set out in Schedule 4A, Part 11 of the Conveyancing Act 1919, as amended, together with the right for the benefited authority and every person authorised by it to go, pass and repass across the easement site at all times with or without vehicles.
- (b) The rights under this Right of Access terminate on the date that any part of the easement site is dedicated as a public road (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.
- (c) Upon satisfaction of the Sunset Event and upon request by the owner of the lot burdened or the benefited authority, the owner of the lot burdened and the benefited authority must do all things necessary (including making application to NSW Land Registry Services (or its successor) to remove the record of the Right of Access from the title of the lot burdened.
- (d) In this Easement, "easement site" means the Right of Access marked (D) on the plan.

The Authority whose consent is required to release, vary or modify the Easement numbered 4 in the plan is **Camden Council**.


.....
Camden Council Authorised Person

DocuSigned by:

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9733096D9E78491...

Electronic signature of me,
Adam Perrott, affixed by
me, or at my direction on
14/02/2024 at 12:37

Attesting Witness

(Sheet 7 of 15 sheets)

Plan: **DP1289776**

Plan of Subdivision of Lot 170 in DP 1289775 &
Easements over Lot 172 in DP 1289775
covered by Subdivision Certificate No. 14 . 2022 . 176 . 2
Dated: 13 . 02 . 2024

5. Terms of Easement numbered 5 in the abovementioned plan:

5.1. The Owner of the lot burdened grants the Owner of the lot benefited a right of support and maintenance over that part of the lot burdened containing the Easement Site for the purpose of supporting the retaining wall located on the lot benefited adjacent to the Easement Site (**Retaining Wall**).

5.2. The Owner of the lot burdened must not:

(a) permit any structures within the Easement Site except for:

- (i) any footings of the Retaining Wall;
- (ii) any part of the Retaining Wall is located within the Easement Site; and
- (iii) any eaves, guttering or roof forming part of the dwelling erected on the lot burdened that overhangs the Easement Site, but only to the extent that:
 - A. the eaves or roof (not including guttering) do not encroach the Easement Site by more than 450mm; and
 - B. the guttering remains within the Easement Site; and

(b) do anything which:

- (i) will damage the Retaining Wall;
- (ii) will detract from the support of the Retaining Wall; and/or
- (iii) may affect or have tendency to affect the stability of the soil or footings of the Retaining Wall in the Easement Site.

5.3. The Owner of the lot benefited, and every person authorised by that person may, by any reasonable means:

- (a) access and take anything onto the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of carrying out any work necessary to ensure the support of Retaining Wall is maintained; and
- (b) remain on the Easement Site for any reasonable time for the purposes outlined in Clause 5.3(a).

5.4. The Owner of the lot benefited, and every person authorised by that person must:

- (a) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising their rights under this Easement;
- (b) comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
- (c) except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.


.....
Camden Council Authorised Person

DocuSigned by: Electronic signature of me,
Adam Perrott, affixed by
me, or at my direction on
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Attesting Witness

(Sheet 8 of 15 sheets)

Plan: **DP1289776**

Plan of Subdivision of Lot 170 in DP 1289775 &
Easements over Lot 172 in DP 1289775
covered by Subdivision Certificate No. **14.2022.176.2**
Dated: **13.02.2024**

- 5.5. In exercising the powers granted under this Easement, the Owner of the lot benefited must:
- (a) ensure that all work is done properly; and
 - (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (c) restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
 - (d) make good any collateral damage.

The Authority whose consent is required to release, vary or modify the Easement numbered 5 in the plan is **Camden Council**.

6. Terms of Easement numbered 6 in the abovementioned plan:

- 6.1. The Owner of the lot burdened grants the Owner of the lot benefited a right of support over that part of the lot burdened containing the Easement Site for the purpose of supporting the retaining wall located on the Easement Site (**Retaining Wall**).
- 6.2. The Owner of the lot burdened must not:
- (a) do anything which will detract from the support of the Retaining Wall; and
 - (b) permit any structures within the Easement Site that do not form part of the Retaining Wall except for any eaves, guttering or roof forming part of the dwelling erected on the lot burdened that overhangs the Easement Site, but only to the extent that:
 - (i) the eaves or roof (not including guttering) do not encroach the Easement Site by more than 450mm; and
 - (ii) the guttering remains within the Easement Site.
- 6.3. The Owner of the lot burdened must:
- (a) keep the Retaining Wall in good repair and safe condition; and
 - (b) carry out any work that is reasonably necessary to maintain the Retaining Wall and to protect the structural integrity of the Retaining Wall.

The Authority whose consent is required to release, vary or modify the Easement numbered 6 in the plan is **Camden Council**.


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Camden Council Authorised Person

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Adam Perrott, affixed by
me, or at my direction on
14/02/2024 at 12:37
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Attesting Witness

(Sheet 9 of 15 sheets)

Plan: **DP1289776**

Plan of Subdivision of Lot 170 in DP 1289775 &
Easements over Lot 172 in DP 1289775
covered by Subdivision Certificate No. 14.2022.176.2
Dated: 13.02.2024

7. Terms of Easement numbered 7 in the abovementioned plan:

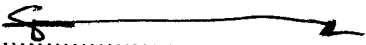
- 7.1. The Owner of the lot burdened grants the benefited authority a right of support by that part of the lot burdened containing the Easement Site to the extent that the Easement Site (including any retaining wall on the Easement Site (**Retaining Wall**) provides support.
- 7.2. The Owner of the lot burdened must not:
- (c) do anything which will detract from the support provided by the Easement Site and Retaining Wall; and
 - (d) permit any structures within the Easement Site that do not form part of the Retaining Wall except for any eaves, guttering or roof forming part of the dwelling erected on the lot burdened that overhangs the Easement Site, but only to the extent that:
 - (iii) the eaves or roof (not including guttering) do not encroach the Easement Site by more than 450mm; and
 - (iv) the guttering remains within the Easement Site.
- 7.3. The Owner of the lot burdened must:
- (c) keep the Easement Site and Retaining Wall in good repair and safe condition; and
 - (d) carry out any work that is reasonably necessary to maintain the Retaining Wall and to protect the structural integrity of the Retaining Wall.

The Authority whose consent is required to release, vary or modify the Easement numbered 7 in the plan is **Camden Council**.

8. Terms of Restriction numbered 8 in the abovementioned plan:

No dwelling shall be permitted to be constructed on the lots burdened unless the footings of the building have been designed by a suitably qualified civil and/or structural engineer.

The Authority whose consent is required to release, vary or modify the Restriction numbered 8 in the plan is **Camden Council**.


Camden Council Authorised Person

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(Sheet 10 of 15 sheets)

Plan: **DP1289776**

Plan of Subdivision of Lot 170 in DP 1289775 &
Easements over Lot 172 in DP 1289775
covered by Subdivision Certificate No. **14-2022-176-2**
Dated: **13.02.2024**

9. Terms of Restriction numbered 9 in the abovementioned plan:

No buildings or structures shall be constructed on the lots hereby burdened unless all construction works, including earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land, are carried out in accordance with the salinity / control measures outlined in:

1. Section 8 of the Detail Salinity Assessment Report prepared by Geotest Services (Ref: P33603.1_R01, Dated 2 February 2022),
2. Part 7 - Salinity Management Plan of the Report on Lot Classification and Salinity Assessment prepared by Douglas Partners (Project: 92323.11, Dated November 2023) and,
3. Council's Engineering Specifications.

The Authority whose consent is required to release, vary or modify the Restriction numbered 9 in the plan is **Camden Council**.

10. Terms of Restriction numbered 10 in the abovementioned plan:

The Owner of the lot burdened must not, or allow any person to alter, remove or destroy any part of the retaining wall located on the lot burdened, including any soil, planting, footings or fencing associated with the retaining wall structure.

The Authority whose consent is required to release, vary or modify the Restriction numbered 10 in the plan is **Camden Council**.


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Camden Council Authorised Person

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Electronic signature of me,
Adam Perrott, affixed by
me, or at my direction on
14/02/2024 at 12:37
Attesting Witness

(Sheet 11 of 15 sheets)

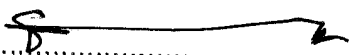
Plan: **DP1289776**

Plan of Subdivision of Lot 170 in DP 1289775 &
Easements over Lot 172 in DP 1289775
covered by Subdivision Certificate No. 14.2022.176.2
Dated: 13.02.2024

11. Terms of Restriction numbered 11 in the abovementioned plan:

- 11.1. No fence shall be erected on a lot burdened to divide it from any adjoining land owned by Mirvac without the consent of Mirvac.
- 11.2. No air-conditioning unit is to be installed:
- (a) in any front porch/ balcony of a lot burdened; or
 - (b) in any area on or in a lot burdened where the air conditioning unit is visible from ground level outside the lot burdened.
- 11.3. No garbage containers and recyclable materials are to be stored on or in any lot burdened unless secured or stored so that they are hidden from view from outside the lot burdened and do not omit odours.
- 11.4. No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened; or
 - (b) in an area designated as being an area where a vehicle may be parked.
- 11.5. No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or any other towable item is visible from ground level outside the lot burdened.
- 11.6. No retaining wall that is visible from ground level outside a lot burdened shall be constructed or permitted to remain constructed unless the retaining wall is constructed of a masonry material.
- 11.7. In this Restriction, "Mircac" means Mirvac Homes (NSW) Pty Limited (ACN 006 922 998) and its successors, nominees or assigns other than purchases on sale.

The Corporation whose consent is required to release, vary or modify the Restriction numbered 11 in the plan is **Mirvac Homes (NSW) Pty Limited ACN 006 922 998** and/or its successors, nominees and/or assigns, other than purchases on sales, for such period as it is the Owner of land in the plan and thereafter the owners of the lots benefited PROVIDED THAT any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.


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Camden Council Authorised Person

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Electronic signature of me,
Adam Perrott, affixed by
me, or at my direction on
14/02/2024 at 12:37
Attesting Witness

(Sheet 12 of 15 sheets)

Plan: **DP1289776**

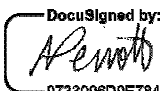
Plan of Subdivision of Lot 170 in DP 1289775 &
Easements over Lot 172 in DP 1289775
covered by Subdivision Certificate No. **14.2022.176.2**
Dated: **13.02.2024**

12. Terms of Restriction numbered 12 in the abovementioned plan:

- 12.1. No building shall be constructed on the lot burdened, and the Owner of the lot burdened must not make application to Camden Council for a development consent to approve a building to be constructed on the lot burdened, unless the building and ancillary landscaping and fencing complies with:
- (a) the Design Guidelines; and
 - (b) any other conditions required by any relevant consent authority.
- 12.2. The Owner of the lot burdened must not do any of the following unless and until the Owner of the lot burdened obtains the prior written approval of the Review Panel:
- (a) erect any building or structure;
 - (b) carry out any siteworks (including fencing, excavation, filling or retaining walls);
 - (c) erect a fence or wall;
 - (d) erect any external sign, hoarding, tank, clothes line, letter box, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any building; or
 - (e) erect or place any external floodlights or spotlights to any lights illuminating any pool or other similar enclosure.
- 12.3. These restrictions shall expire and have no further force or effect on the date being the first to occur of:
- (a) 15 October 2027; and
 - (b) One year after the date an occupancy certificate is issued to the registered proprietor of a dwelling approved by the Review Panel on the last remaining lot in the Development such that there are no further vacant lots in the Development (excluding any lots upon which no dwelling is permitted to be erected).

The Corporation whose consent is required to release, vary or modify the Restriction numbered 12 in the plan is **Mirvac Homes (NSW) Pty Limited ACN 006 922 998** and/or its successors, nominees and/or assigns, other than purchases on sales, for such period as it is the Owner of land in the plan and thereafter the owners of the lots benefited PROVIDED THAT any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.


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Camden Council Authorised Person

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Electronic signature of me,
Adam Perrott, affixed by
me, or at my direction on
14/02/2024 at 12:37

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Attesting Witness

(Sheet 13 of 15 sheets)

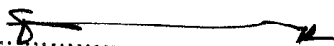
Plan: **DP1289776**

Plan of Subdivision of Lot 170 in DP 1289775 &
Easements over Lot 172 in DP 1289775
covered by Subdivision Certificate No. 14.2022.176.2
Dated: 13.02.2024

13. Definitions

In this Instrument:

- (a) **Design Guidelines** means the design guidelines (as may be varied from time to time) specified by the Review Panel which regulate all building and ancillary landscaping work as applicable to the Development.
- (b) **Development** means the development known as "Cobbitty by Mirvac" comprised in means Lots 1, 2, 3, 4, 5 and 6 in Deposited Plan 1276275 or any future lots created from the subdivision of these parcels.
- (c) **Easement Site** means in relation to an easement in this Instrument:
 - (i) the site of an easement on the plan; and
 - (ii) all items within the site of the easement identified on the plan which are the subject of the easement.
- (d) **Instrument** means this section 88B instrument.
- (e) **Owner** means a person who is entitled to an estate or interest in possession in a lot.
- (f) **Review Panel** means the Mirvac Development Review Panel.


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Camden Council Authorised Person

DocuSigned by: Electronic signature of me,
Adam Perrott, affixed by
me, or at my direction on

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Attesting Witness

(Sheet 14 of 15 sheets)

Plan: **DP1289776**

Plan of Subdivision of Lot 170 in DP 1289775 &
Easements over Lot 172 in DP 1289775
covered by Subdivision Certificate No. **14.2022.176.2**
Dated: **13.02.2024**

Signatures

Consent of Owner:

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

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Mirvac Homes (NSW) Pty Limited**
ACN 006 922 998

Signature of witness:

DocuSigned by:



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Electronic signature of me,
Chris Ephraums, affixed by
me, or at my direction on
14/02/2024 at 12:37

Chris Ephraums

Electronic signature of me,

affixed by me, or at my direction, on

I certify that I am an eligible witness and that this document was signed in counterpart and witnessed over audio visual link in accordance with s14G of the Electronic Transactions Act 2000 (NSW).

Name of witness:

Chris Ephraums

Address of witness:

200 George St, Sydney

Signature of attorney:

DocuSigned by:



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Electronic signature of me,
Adam Perrott, affixed by
me, or at my direction on
14/02/2024 at 12:37

Adam Perrott

Electronic signature of me,

affixed by me, or at my direction, on

Attorney name:

Adam Perrott

Attorney position:

Development Director

Power of attorney:

Book 4819

No 748

DocuSigned by:



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Electronic signature of me,
Adam Perrott, affixed by
me, or at my direction on
14/02/2024 at 12:37

Attesting Witness

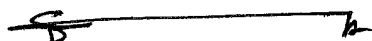
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Plan: **DP1289776**

Plan of Subdivision of Lot 170 in DP 1289775 &
Easements over Lot 172 in DP 1289775
covered by Subdivision Certificate No. 14.2022.176.2
Dated: 13.02.2024

Signatures

Executed by Camden Council by its authorised delegate pursuant to Section 378 of the Local Government Act 1993



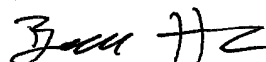
Signature of Delegate

Sugule Mohamed

Name of Delegate

Manager Development Certification

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



Signature of Witness

Benjamin Hibbert

Name of Witness

70 Central Avenue, Oran Park, 2570

Address of Witness

REGISTERED:



16/02/2024

DocuSigned by:



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Electronic signature of me,
Adam Perrott, affixed by
me, or at my direction on
14/02/2024 at 12:37

Attesting Witness

(Sheet 2 of 13 sheets)

Plan: **DP1289777**

Plan of Subdivision of Lot 171 in DP 1289775
 covered by Subdivision Certificate No. 14.2022.176.3
 Dated: 13.02.2024

4	Right of Access Variable Width (D1)	319	Camden Council
5	Easement for Support, Access and Maintenance 0.9 Wide (E2)	307 308 309 310 311 312	306 306 & 317 316 315 314 313
6	Restriction on the Use of Land	300 – 306 inclusive & 308 – 317 inclusive	Camden Council
7	Restriction on the Use of Land	300 – 317 inclusive	Camden Council
8	Restriction on the Use of Land	306 & 313 – 317 inclusive	Camden Council
9	Restriction on the Use of Land	318 & 319	Camden Council
10	Restriction on the Use of Land	300 – 317 inclusive	300 – 317 inclusive
11	Restriction on the Use of Land	300 – 317 inclusive	300 – 317 inclusive
12	Easement for Drainage of Water (Whole of Lot) (J1)	319	Camden Council
13	Restriction on the Use of Land	319	Camden Council



 Camden Council Authorised Person

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 Attesting Witness

Electronic signature of
 me, Adam Perrott, affixed
 by me, or at my direction

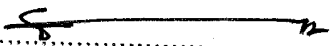
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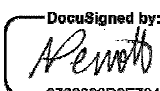
Plan: **DP1289777**

Plan of Subdivision of Lot 171 in DP 1289775
covered by Subdivision Certificate No. **14.2022.176-3**
Dated: **13.02.2024**

Part 1A (Release)

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
1	Right of Access 6 Wide (DP 1289775)	171/1289775	5/1276275
2	Easement for Services 6 Wide (DP 1289775)	171/1289775	5/1276275


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Camden Council Authorised Person

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Attesting Witness

(Sheet 4 of 13 sheets)

Plan: **DP1289777**

Plan of Subdivision of Lot 171 in DP 1289775
covered by Subdivision Certificate No. **14-2022-176-3**
Dated: **13-02-2024**

Part 2 (Terms)

- 1. Terms of Easement numbered 1 in the abovementioned plan:**
 - 1.1. The Owner of the lot burdened grants to the Owner of the lot benefited the right for the lot benefited to be supported by the soil or any structure erected in the Easement Site that the dwelling and associated structures on the lot benefited derives support from.
 - 1.2. The Owner of the lot burdened must not do anything which may affect or have tendency to affect the stability of the soil or any structures erected in the Easement Site.
 - 1.3. Subject to clause 1.2, the Owner of the lot burdened may carry out repairs and maintenance or improvements to any landscaping within the Easement Site including installing a security gate.
 - 1.4. The Owner of the lot benefited, and every person authorised by that person may, by any reasonable means:
 - (a) access and take anything onto the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of constructing, renewing, replacing, painting, repairing and maintaining the dwelling and associated structures adjacent to the Easement Site, situated on the lot benefited, that may or may not be built up to the boundary line adjacent to the lot burdened; and
 - (b) remain on the Easement Site for any reasonable time for the purposes outlined in Clause 1.4 (a).
 - 1.5. The Owner of the lot benefited, and every person authorised by that person must:
 - (a) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising their rights under this Easement;
 - (b) comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
 - (c) except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.
 - 1.6. In exercising the powers granted under this Easement, the Owner of the lot benefited must:
 - (a) ensure that all work is done properly;
 - (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (c) restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
 - (d) make good any collateral damage.
 - 1.7. The grant of this easement is made subject to the existence of, and the right of the Owner of the lot burdened to construct eaves and guttering from the dwelling on the lot burdened, that overhang the Easement Site.


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Camden Council Authorised Person

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.....on 13/02/2024 at 18.05
Attesting Witness

(Sheet 5 of 13 sheets)

Plan: **DP1289777**

Plan of Subdivision of Lot 171 in DP 1289775
covered by Subdivision Certificate No. **14.2022.176.3**
Dated: **13.02.2024**

- 1.8. The Owner of the burdened lot and the Owner of the benefited lot acknowledge that it is not the responsibility of Camden Council to determine any dispute in relation to the Easement for Support, Access and Maintenance and any dispute is a civil matter to be resolved between the parties.

The Authority whose consent is required to release, vary or modify the Easement numbered 1 in the plan is **Camden Council**.

2. Terms of Easement numbered 2 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 8, Part 8 of the Conveyancing Act 1919, as amended, together with the following addition:

The registered proprietor(s) of the land shall not make or permit, or suffer the making of, any alterations to the finished surface levels within the Easement Site.

The Authority whose consent is required to release, vary or modify the Easement numbered 2 in the plan is **Camden Council**.

3. Terms of Easement numbered 3 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 8, Part 8 of the Conveyancing Act 1919, as amended, together with the following addition:

The registered proprietor(s) of the land shall not make or permit, or suffer the making of, any alterations to the finished surface levels within the Easement Site.

The Authority whose consent is required to release, vary or modify the Easement numbered 3 in the plan is **Camden Council**.

4. Terms of Easement numbered 4 in the abovementioned plan:

(a) A Right of Access as set out in Schedule 4A, Part 11 of the Conveyancing Act 1919, as amended, together with right for the benefited authority and every person authorised by it to go, pass and repass across the easement site at all times with or without vehicles.

(b) The rights under this Right of Access terminate on the date that any part of the easement site is dedicated as a public road (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.

(c) Upon satisfaction of the Sunset Event and upon request by the owner of the lot burdened or the benefited authority, the owner of the lot burdened and the benefited authority must do all things necessary (including making application to NSW Land Registry Services (or its successor) to remove the record of the Right of Access from the title of the lot burdened.

(d) In this Easement, "easement site" means the Right of Access marked (D1) on the plan.

The Authority whose consent is required to release, vary or modify the Easement numbered 4 in the plan is **Camden Council**.


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Camden Council Authorised Person

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Electronic signature of
me, Adam Perrott, affixed
by me, or at my direction
on 13/02/2024 at 18.05
Attesting Witness

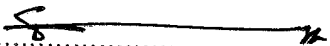
(Sheet 6 of 13 sheets)

Plan: **DP1289777**

Plan of Subdivision of Lot 171 in DP 1289775
covered by Subdivision Certificate No. 14 · 2022.176.3
Dated: 13.02.2024

5. Terms of Easement numbered 5 in the abovementioned plan:

- 5.1. The Owner of the lot burdened grants the Owner of the lot benefited a right of support and maintenance over that part of the lot burdened containing the Easement Site for the purpose of supporting the retaining wall located on the lot benefited adjacent to the Easement Site (**Retaining Wall**).
- 5.2. The Owner of the lot burdened must not:
- (a) permit any structures within the Easement Site except for:
 - (i) any footings of the Retaining Wall; and
 - (ii) any eaves, guttering or roof forming part of the dwelling erected on the lot burdened that overhangs the Easement Site, but only to the extent that:
 - A. the eaves or roof (not including guttering) do not encroach the Easement Site by more than 450mm; and
 - B. the guttering remains within the Easement Site; and
 - (b) do anything which:
 - (i) will damage the Retaining Wall;
 - (ii) will detract from the support of the Retaining Wall; and/or
 - (iii) may affect or have tendency to affect the stability of the soil or footings of the Retaining Wall in the Easement Site.
- 5.3. The Owner of the lot benefited, and every person authorised by that person may, by any reasonable means:
- (a) access and take anything onto the lot burdened, but only within the Easement Site, for the purpose of doing anything reasonably necessary for the purpose of carrying out any work necessary to ensure the support of Retaining Wall is maintained; and
 - (b) remain on the Easement Site for any reasonable time for the purposes outlined in Clause 5.3(a).
- 5.4. The Owner of the lot benefited, and every person authorised by that person must:
- (a) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened whilst exercising their rights under this Easement;
 - (b) comply with all reasonable directions by the Owner of the lot burdened in connection with the use of the Easement Site including, without limitation, any direction in respect of the hours and method of access; and
 - (c) except in an emergency, provide the Owner and any occupier of the lot burdened reasonable notice of the times and methods of access.


.....
Camden Council Authorised Person

DocuSigned by:

9733096D9E78491.....

Electronic signature of
me, Adam Perrott, affixed
by me, or at my direction
on 13/02/2024 at 18.05

Attesting Witness

(Sheet 7 of 13 sheets)

Plan: **DP1289777**

Plan of Subdivision of Lot 171 in DP 1289775
covered by Subdivision Certificate No. **14.2022.176.3**
Dated: **13.02.2024**

- 5.5. In exercising the powers granted under this Easement, the Owner of the lot benefited must:
- (a) ensure that all work is done properly; and
 - (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (c) restore the Easement Site as nearly as is practicable to its former condition after any work has been carried out; and
 - (d) make good any collateral damage.

The Authority whose consent is required to release, vary or modify the Easement numbered 5 in the plan is **Camden Council**.

6. Terms of Restriction numbered 6 in the abovementioned plan:

No dwelling shall be permitted to be constructed on the lots burdened unless the footings of the building have been designed by a suitably qualified civil and/or structural engineer.

The Authority whose consent is required to release, vary or modify the Restriction numbered 6 in the plan is **Camden Council**.

7. Terms of Restriction numbered 7 in the abovementioned plan:

No buildings or structures shall be constructed on the lots hereby burdened unless all construction works, including earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land, are carried out in accordance with the salinity / control measures outlined in:

1. Section 8 of the Detail Salinity Assessment Report prepared by Geotest Services (Ref: P33603.1_R01, Dated 2 February 2022),
2. Part 7 - Salinity Management Plan of the Report on Lot Classification and Salinity Assessment prepared by Douglas Partners (Project: 92323.11, Dated November 2023) and,
3. Council's Engineering Specifications.

The Authority whose consent is required to release, vary or modify the Restriction numbered 7 in the plan is **Camden Council**.

8. Terms of Restriction numbered 8 in the abovementioned plan:

The Owner of the lot burdened must not, or allow any person to alter, remove or destroy any part of the retaining wall located on the lot burdened, including any soil, planting, footings or fencing associated with the retaining wall structure.

The Authority whose consent is required to release, vary or modify the Restriction numbered 8 in the plan is **Camden Council**.


Camden Council Authorised Person

DocuSigned by:

9733096D9E78491...

Electronic signature of
me, Adam Perrott, affixed
by me, or at my direction
on 13/02/2024 at 18.05

Attesting Witness

(Sheet 8 of 13 sheets)

Plan: **DP1289777**

Plan of Subdivision of Lot 171 in DP 1289775
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9. Terms of Restriction numbered 9 in the abovementioned plan:

No further residential, commercial and industrial development shall be permitted on the lot(s) hereby burdened unless satisfactory arrangements have been made with Camden Council. These arrangements include access to roads, services (water, sewer, electricity and telecommunications) and payment of any outstanding contributions (this may be through further subdivision or consolidation with adjoining lots).

The Authority whose consent is required to release, vary or modify the Restriction numbered 9 in the plan is **Camden Council**.

10. Terms of Restriction numbered 10 in the abovementioned plan:

- 10.1. No fence shall be erected on a lot burdened to divide it from any adjoining land owned by Mirvac without the consent of Mirvac.
- 10.2. No air-conditioning unit is to be installed:
- (a) in any front porch/ balcony of a lot burdened; or
 - (b) in any area on or in a lot burdened where the air conditioning unit is visible from ground level outside the lot burdened.
- 10.3. No garbage containers and recyclable materials are to be stored on or in any lot burdened unless secured or stored so that they are hidden from view from outside the lot burdened and do not omit odours.
- 10.4. No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened; or
 - (b) in an area designated as being an area where a vehicle may be parked.
- 10.5. No boats, trailers, caravans or any other towable item may be parked on or in a lot burdened if the boat, trailer, caravan or any other towable item is visible from ground level outside the lot burdened.
- 10.6. No retaining wall that is visible from ground level outside a lot burdened shall be constructed or permitted to remain constructed unless the retaining wall is constructed of a masonry material.
- 10.7. In this Restriction, "Mircac" means Mirvac Homes (NSW) Pty Limited (ACN 006 922 998) and its successors, nominees or assigns other than purchases on sale.

The Corporation whose consent is required to release, vary or modify the Restriction numbered 10 in the plan is **Mirvac Homes (NSW) Pty Limited ACN 006 922 998** and/or its successors, nominees and/or assigns, other than purchases on sales, for such period as it is the Owner of land in the plan and thereafter the owners of the lots benefited PROVIDED THAT any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.


.....
Camden Council Authorised Person

DocuSigned by:

9733096D9E78491
Electronic signature of
me, Adam Perrott, affixed
by me, or at my direction
on 13/02/2024 at 18.05
Attesting Witness

(Sheet 9 of 13 sheets)

Plan: **DP1289777**

Plan of Subdivision of Lot 171 in DP 1289775
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Dated: **13.02.2024**

- 11. Terms of Restriction numbered 11 in the abovementioned plan:**
- 11.1.** No building shall be constructed on the lot burdened, and the Owner of the lot burdened must not make application to Camden Council for a development consent to approve a building to be constructed on the lot burdened, unless the building and ancillary landscaping and fencing complies with:
- (a) the Design Guidelines; and
 - (b) any other conditions required by any relevant consent authority.
- 11.2.** The Owner of the lot burdened must not do any of the following unless and until the Owner of the lot burdened obtains the prior written approval of the Review Panel:
- (a) erect any building or structure;
 - (b) carry out any siteworks (including fencing, excavation, filling or retaining walls);
 - (c) erect a fence or wall;
 - (d) erect any external sign, hoarding, tank, clothes line, letter box, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any building; or
 - (e) erect or place any external floodlights or spotlights to any lights illuminating any pool or other similar enclosure.
- 11.3.** These restrictions shall expire and have no further force or effect on the date being the first to occur of:
- (a) 15 October 2027; and
 - (b) One year after the date an occupancy certificate is issued to the registered proprietor of a dwelling approved by the Review Panel on the last remaining lot in the Development such that there are no further vacant lots in the Development (excluding any lots upon which no dwelling is permitted to be erected).

The Corporation whose consent is required to release, vary or modify the Restriction numbered 11 in the plan is **Mirvac Homes (NSW) Pty Limited ACN 006 922 998** and/or its successors, nominees and/or assigns, other than purchases on sales, for such period as it is the Owner of land in the plan and thereafter the owners of the lots benefited PROVIDED THAT any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.


.....
Camden Council Authorised Person

DocuSigned by:

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Electronic signature of
me, Adam Perrott, affixed
by me, or at my direction
on 13/02/2024 at 18.05
Attesting Witness

(Sheet 10 of 13 sheets)

Plan: **DP1289777**

Plan of Subdivision of Lot 171 in DP 1289775
covered by Subdivision Certificate No. **14-2022-176.3**
Dated: **13.02.2024**

12. Terms of Easement numbered 12 in the abovementioned plan:

- (a) An Easement for Drainage of Water as set out in Schedule 4A, Part 7 of the Conveyancing Act 1919, as amended, is created.
- (b) The rights under this Easement for Drainage of Water terminate on the date of decommissioning and removal of the Temporary Stormwater Management Measures from the Easement Site (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.
- (c) Upon satisfaction of the Sunset Event and upon request by the Owner of the lot burdened or the benefited authority, the Owner of the lot burdened and the benefited authority must do all things necessary, including making application to NSW Land Registry Services (or its successor) to remove the record of the Easement for Drainage of Water from the title of the lot burdened.

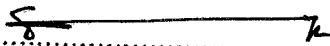
The Authority whose consent is required to release, vary or modify the Easement numbered 12 in the plan is **Camden Council**.

13. Terms of Restriction numbered 13 in the abovementioned plan:

- (a) For the purpose of this Restriction, the 'APZ Area' means the whole of Lot 319.
- (b) The APZ Area must be managed as a Temporary Asset Protection Zone (APZ) in accordance with Appendix 4 of the NSW Rural Fire Service 'Planning for Bushfire Protection – A guide for councils, planners, fire authorities and developers' dated 2019 (as amended and updated).

The Restriction may be released, varied or modified upon the removal of the bush fire hazard as part of the lawful commencement of any future urban development.

The Authority whose consent is required to release, vary or modify the Restriction numbered 13 in the plan is **Camden Council**.

.....

Camden Council Authorised Person

DocuSigned by: Electronic signature of
 me, Adam Perrott, affixed
by me, or at my direction
.....0733096D9E78491.....on.13/02/2024 at 18:05
Attesting Witness

(Sheet 11 of 13 sheets)

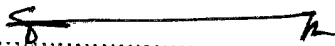
Plan: **DP1289777**

Plan of Subdivision of Lot 171 in DP 1289775
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Dated: **13.02.2024**

14. Definitions

In this Instrument:

- (a) **Design Guidelines** means the design guidelines (as may be varied from time to time) specified by the Review Panel which regulate all building and ancillary landscaping work as applicable to the Development.
- (b) **Development** means the development known as "Cobbitty by Mirvac" comprised in means Lots 1, 2, 3, 4, 5 and 6 in Deposited Plan 1276275 or any future lots created from the subdivision of these parcels.
- (c) **Easement Site** means in relation to an easement in this Instrument:
 - (i) the site of an easement on the plan; and
 - (ii) all items within the site of the easement identified on the plan which are the subject of the easement.
- (d) **Instrument** means this section 88B instrument.
- (e) **Owner** means a person who is entitled to an estate or interest in possession in a lot.
- (f) **Review Panel** means the Mirvac Development Review Panel.
- (g) **Temporary Stormwater Management Measures** means the temporary stormwater management measures detailed on the plans approved by Camden Council as subdivision works certificate no. 2022/176/1 dated 07/02/2023.


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Camden Council Authorised Person

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Electronic signature of
me, Adam Perrott, affixed
by me, or at my direction
on 13/02/2024 at 18.05

Attesting Witness

(Sheet 12 of 13 sheets)

Plan: **DP1289777**

Plan of Subdivision of Lot 171 in DP 1289775
covered by Subdivision Certificate No. **14-2022.176.3**
Dated: **13.02.2024**

Signatures

Consent of Owner:

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

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Mirvac Homes (NSW) Pty Limited** ACN 006 922 998

Signature of witness: Electronic signature of me,
Chris Ephraums, affixed by
me, or at my direction on
13/02/2024 at 18:05

Electronic signature of me, Chris Ephraums

affixed by me, or at my direction, on

I certify that I am an eligible witness and that this document was signed in counterpart and witnessed over audio visual link in accordance with s14G of the Electronic Transactions Act 2000 (NSW).

Name of witness:

Chris Ephraums

Address of witness:

200 George St, Sydney

Signature of attorney: Electronic signature of
me, Adam Perrott, affixed
by me, or at my direction
on 13/02/2024 at 18.05

Electronic signature of me, Adam Perrott

affixed by me, or at my direction, on

Attorney name: Adam Perrott

Attorney position: Development Director

Power of attorney: Book 4819

No 748

DocuSigned by:
Adam Perrott
Electronic signature of
me, Adam Perrott, affixed
by me, or at my direction
on 13/02/2024 at 18.05
Attesting Witness

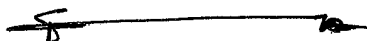
(Sheet 13 of 13 sheets)

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Plan of Subdivision of Lot 171 in DP 1289775
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Dated: 13.02.2024

Signatures

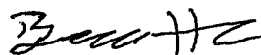
Executed by Camden Council by its authorised delegate pursuant to Section 378 of the Local Government Act 1993



Signature of Delegate

Sugale Mohamed - Manager Development Certification
Name of Delegate

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



Signature of Witness

Benjamin Hibbert
Name of Witness

70 Central Avenue, Oran Park
2570
Address of Witness

REGISTERED:



16/02/2024

DocuSigned by:

9733096D9E78491...

Electronic signature of
me, Adam Perrott, affixed
by me, or at my direction
on 13/02/2024 at 18.05

Attesting Witness