

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 26 sheets)

Plan: Plan of Subdivision of Lot 2118 in DP1308776 & Restrictions affecting Lot 2116 in DP1308776 covered by Subdivision Certificate No.
Dated:

Full name and address of the owner(s) of the land: Mirvac Residential Sub Co Pty Ltd
(ACN 672 683 797)
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)	1102	1101
		1103	1102
		1105	1104
		1106	1105
		1107	1106
		1110	1111
		1112	Pt 2116/1308776 (P14)
		1113	Pt 1170 (P9)
		1114	1113
		1116	1117
		1117	1118
		1118	1119
		1119	1120
		1120	1121
		1122	Pt 1170 (P10)
		1124	1125
		1125	1126
		1126	1127
		1127	1128
		1128	1129
		1130	1131
		1131	1132
		1133	1134
		1137	1136
		1138	1137
		1139	1138
		1141	1140
		1143	1142
		1144	1143
		1145	1144
		1146	1145

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1	Easement for Support, Access and Maintenance 0.9 Wide (A)	1147	1146
		1148	1147
		1149	1148
		1150	1151
		1152	1153
		1153	1154
		1154	1155
		1155	1156
		1158	1157
		1159	1160
		1162	1161
		1163	1162
		1164	1163
		1165	1164
		1166	1149
		1167	1165
2	Easement for Drainage of Water 1.5 Wide (B)	1102	1101
		1103	1101 & 1102
		1104	1101 – 1103 incl.
		1105	1101 – 1104 incl.
		1106	1101 – 1105 incl.
		1107	1101 – 1106 incl.
		1108	1101 – 1107 incl.
		1110	1101 – 1108 incl.
		1113	Pt 1170 (P11)
		1114	1113 & Pt 1170 (P11)
		1130	1140 – 1144 incl.
		1136	1135
		1137	1135 & 1136
		1138	1135 – 1137 incl.
		1141	1140
		1142	1140 & 1141
		1143	1140 – 1142 incl.
		1144	1140 – 1143 incl.
		1146	1145
		1147	1145 & 1146
		1148	1145 – 1147 incl.
		1149	1145 – 1148 incl.
		1158	1157
		1159	1157 & 1158
3	Easement for Drainage of Water 2 Wide (C)	1109	1101 – 1108 incl.
		1115	1113, 1114 & Pt 1170 (P11)
		1139	1135 – 1138 incl.
		1160	1157 – 1159 incl.
		1166	1145 – 1149 incl.

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4	Easement for Access and Drainage Purposes Variable Width (D2)	1170 & 2116/1308776	Camden Council
5	Easement for Support, Access and Maintenance 0.9 Wide (E)	1101 1102 – 1108 incl. & 1110 – 1112 incl. 1134 1140 1141 1142 1143 1144 1145 1150 1156 1161 1162 1163 1164 1165 1167	Pt 2116/1308776 (P12) Pt 2116/1308776 (P13) 1135 – 1137 incl. 1133, 1134 & 1137 – 1139 incl. 1132 & 1133 1131 & 1132 1130 & 1131 1129 & 1130 1129 1151 & 1165 1157 & 1158 1155, 1156 & 1158 1154 & 1155 1152, 1153 & 1154 1151 & 1152 1151 1150 & 1165
6	Easement for Support over Retaining Wall 0.9 Wide (E3)	1135 & 1136 1137 1138 & 1139	1134 1134 & 1140 1140
7	Restriction on the Use of Land	1129 – 1139, 1150 – 1158, 1165 & Pt 2116/1308776 (E6)	Camden Council
8	Restriction on the Use of Land (K2)	Pt 2116/1308776 & Pt 1170 (K2)	Camden Council
9	Restriction on the Use of Land	1106, 1109, 1112, 1116, 1117, 1123, 1126, 1127, 1129, 1132, 1134, 1135, 1139, 1144, 1150, 1152, 1152, 1154, 1157, 1160, 1163 & 1165	Camden Council

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10	Restriction on the Use of Land	1101 – 1165 incl.	Camden Council
11	Restriction on the Use of Land	1101 – 1165 incl.	Camden Council
12	Restriction on the Use of Land	1167 & 1168	Camden Council
13	Restriction on the Use of Land	1168	Camden Council
14	Restriction on the Use of Land	1166 – 1170 incl.	Camden Council
15	Restriction on the Use of Land	1120 – 1122 incl.	Camden Council
16	Restriction on the Use of Land	1101 – 1165 incl.	1101 – 1165 incl.
17	Restriction on the Use of Land	1101 – 1165 incl.	1101 – 1165 incl.
18	Positive Covenant	1101 – 1165 incl.	Camden Council
19	Easement for Padmount Substation 2.75 Wide (F)	1170	Epsilon Distribution Ministerial Holding Corporation
20	Restriction on the Use of Land (G)	Pt 1170 (G)	Epsilon Distribution Ministerial Holding Corporation
21	Restriction on the Use of Land (H)	Pt 1170 (H)	Epsilon Distribution Ministerial Holding Corporation
22	Easement for Underground Cables 3 Wide (M)	1170	Epsilon Distribution Ministerial Holding Corporation

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23	Right of Access 5.5 Wide & Variable (N)	1170	Epsilon Distribution Ministerial Holding Corporation
24	Easement for Drainage of Water Variable Width (J)	1170	Camden Council
25	Easement for On-site Detention and Water Quality Facility Variable Width (J1)	1170	Camden Council
26	Restriction on the Use of Land (J1)	Pt 1170 (J1)	Camden Council
27	Positive Covenant (J1)	Pt 1170 (J1)	Camden Council
28	Right of Access 6 Wide (Q3)	1170	2008/1168651 & 2009/1168651

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 Drainage of Water Variable Width (DP1308776)	2118/1308776	Camden Council
2	Easement for On-site Detention and Water Quality Facility Variable Width (DP1308776)	2118/1308776	Camden Council
3	Right of Access 6 Wide (DP1315043) released in the part shown (Q2)	2118/1308776	2008/1168651 & 2009/1168651

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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:

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

- (a) 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.
- (b) Any fencing erected across the easement is to be open form fencing.

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:

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

- (a) 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.
- (b) Any fencing erected across the easement is to be open form fencing.

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

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

- (a) The Benefitted Authority may:
 - (i) enter the lot burdened for the purpose of exercising or performing any of its powers, authorities, duties or functions; and
 - (ii) discharge and drain water from any natural source through the Easement Site.
- (b) The Benefitted Authority and every person authorised by it may go, pass and repass across the Easement Site at all times with or without vehicles for the purposes set out in clause 4(a).
- (c) In exercising its powers, the Benefitted Authority (and every person authorised by the Benefitted Authority to access the Easement Site) must:
 - (i) do anything reasonably necessary for the purposes set out in clause 4(a), including:
 - A. entering the lot burdened;
 - B. taking anything on to the lot burdened; and
 - C. carrying out work within the Easement Site, such as constructing, placing, repairing or maintaining (as required):
 - 1. trafficable surfaces, driveways or structures; or
 - 2. pipes, channels, ditches and drainage equipment;
 - (ii) ensure all work is done properly;
 - (iii) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
 - (iv) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (v) restore the lot burdened as nearly as is practicable to its former condition; and
 - (vi) make good any collateral damage.

4.1. The rights under this Easement 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.

4.2. Upon satisfaction of the Sunset Event and upon request by the Owner of the lot burdened or the Benefitted Authority, the Owner of the lot burdened and the Benefitted Authority must do all things necessary (including making application to NSW Land Registry Services (or its successor) to remove the record of the Easement from the title of the lot burdened.

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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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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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;
- (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; and

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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7. Terms of Restriction numbered 7 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 7 in the plan is **Camden Council**.

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

8.1. For the purpose of this Restriction, the 'APZ Area' means that part of the lot burdened designated 'K2' on the plan.

8.2. 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).

8.3. No structures (other than Class 10b structures) may be constructed within the APZ Area.

8.4. 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 8 in the plan is **Camden Council**.

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

No driveway shall be constructed unless it is more than 1 metre from any pram ramp (otherwise known as a kerb ramp) and does not conflict with other road related infrastructure.

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:

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 10 in the plan is **Camden Council**.

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

11.1. 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 the Salinity Reports and in Council's Engineering Specifications.

11.2. In this Easement, "Salinity Reports" means:

- (a) Detailed Salinity Assessment Report: 421 The Northern Road, Cobbitty, prepared by Geotest Services Pty Ltd, Ref: P33603.1_R01, dated 2 February 2022, and
- (b) Report on Lot Classification and Salinity Assessment: Orange Stage 1 – Cobbitty Road, Cobbitty NSW, prepared by Douglas Partners, Ref: 92323.36.R.002.Rev0, dated 3 November 2025.

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:

12.1. No dwelling shall be constructed on the lots hereby burdened unless in accordance with the following:

- (a) Construction Requirements – window and door treatments for affected facades on the ground and first floor of the lots burdened must be treated in accordance with Section 4.4 Noise Modelling Results and Appendix B, Table 5-1 Treatment Categories of the Acoustic Report titled Tranche 4 – Road Traffic Noise Assessment – 531 Cobbitty Road, Cobbitty, prepared by Renzo Tonin & Associates, Ref No TM504-02F02 (r4), dated 26 June 2023; and
- (b) the internal noise levels contained within the current Oran Park Development Control Plan must be achieved for each dwelling.

12.2. Each lot burdened must demonstrate compliance with the above requirements.

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

- 13.1. No dwelling shall be constructed on the lots hereby burdened unless in accordance with the following:
- (a) Alternative Ventilation for Habitable Rooms – facades identified in the Acoustic Report may require windows to be closed (but not necessarily sealed) to meet internal noise criteria. As a result, the provision of alternative ventilation (possibly mechanical provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) must be provided to habitable rooms on these facades to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer may be required to ensure that the requirements under the BCA and AS:1668 (as may be amended or updated from time to time) are achieved.
- 13.2. Each lot burdened must demonstrate compliance with the above requirements.
- 13.3. In this Easement, "Acoustic Report" means the report titled 'Tranche 4 – Road Traffic Noise Assessment – 531 Cobbitty Road, Cobbitty', prepared by Renzo Tonin & Associates, Ref No TM504-02F02 (r4), dated 26 June 2023.

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

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

No further development (including subdivision) 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.

The Authority whose consent is required to release, vary or modify the Restriction numbered 14 in the plan is **Camden Council**.

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

No dwelling or structure shall be constructed on the lots hereby burdened unless its maximum height is less than 8.5 metres, in accordance with the Maximum Building Height Heat Map, prepared by Orion (Project No. 21-0258, Set No. 05, Plan 500, Revision C, Dated 16/01/2024).

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

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

- 16.1. No fence shall be erected on a lot burdened to divide it from any adjoining land owned by Mirvac without the consent of Mirvac.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. 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.
- 16.6. 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.
- 16.7. In this Restriction, "Mircac" means Mircac Residential Sub Co Pty Ltd (ACN 672 683 797) 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 16 in the plan is **Mircac Residential Sub Co Pty Ltd ACN 672 683 797** 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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17. Terms of Restriction numbered 17 in the abovementioned plan:

- 17.1. 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 Authority.
- 17.2. 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.
- 17.3. These restrictions shall expire and have no further force or effect on the date being the first to occur of:
- (a) 15 May 2029; 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 17 in the plan is **Mirvac Residential Sub Co Pty Ltd ACN 672 683 797** 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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18. Terms of Positive Covenant numbered 18 in the abovementioned plan:

The Owner of the lot burdened must:

- (a) keep vegetation within the Inner Protection Area to a minimum level;
- (b) keep litter fuels within the Inner Protection Area below 1cm in height and be discontinuous;
- (c) comply with the following requirements as described in section A4.1.1 of the NSW Rural Fire Service document Planning for Bush Fire Protection 2019:

Trees

- (i) tree canopy cover should be less than 15% at maturity;
- (ii) trees at maturity should not touch or overhang the building;
- (iii) lower limbs should be removed up to a height of 2 metres above the ground
- (iv) tree canopies should be separated by 2 to 5 metres;
- (v) preference should be given to smooth barked and evergreen trees;

Shrubs

- (vi) create large discontinuities or gaps in the vegetation to slow down or break the progress of fire towards buildings should be provided;
- (vii) shrubs should not be located under trees;
- (viii) shrubs should not form more than 10% ground cover;
- (ix) clumps of shrubs should be separated from exposed windows and doors by a distance of at least twice the height of the vegetation;

Grass

- (x) grass should be kept mown (as a guide grass should be kept to no more than 100mm in height); and
- (xi) leaves and vegetation debris should be removed.

In this covenant, **Inner Protection Area** means the curtilage around the dwelling on the lot burdened, consisting of a mown lawn and well maintained gardens.

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

Plan:

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Dated:

19. Terms of Easement numbered 19 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 19 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

20. Terms of Restriction numbered 20 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 20 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

21. Terms of Restriction numbered 21 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 21 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

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

The terms set out in Section 2 of Memorandum AR578978 are incorporated into this document.

The Authority whose consent is required to release, vary or modify the Easement numbered 22 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

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

The terms set out in Section 7 of Memorandum AR578978 are incorporated into this document.

The Authority whose consent is required to release, vary or modify the Easement numbered 23 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

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Dated:

24. Terms of Easement numbered 24 in the abovementioned plan:

An Easement for Drainage of Water as set out in Schedule 4A, Part 7 of the Conveyancing Act 1919, as amended, is created.

The Authority whose consent is required to release, vary or modify the Easement numbered 24 in the plan is **Camden Council**.

25. Terms of Easement numbered 25 in the abovementioned plan:

25.1. The Authority having the benefit of this Easement may:

- (a) detain water (whether rain, storm, spring, soakage or seepage water) in any quantities in The System located on the Easement Site;
- (b) monitor the water storage to ensure water quality; and
- (c) 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.

25.2. 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 25 in the plan is **Camden Council**.

26. Terms of Restriction numbered 26 in the abovementioned plan:

26.1. The Registered Proprietors(s) of the lot burdened covenant with the Benefitted Authority in respect of The System constructed and/or installed within that part of the burdened lot and denoted (J1) on the plan, that they will not, without the prior and express written consent of the Benefitted Authority:

- (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 (NSW) to encroach upon The System.

26.2. 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 26 in the plan is **Camden Council**.

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Dated:

27. Terms of Positive Covenant numbered 27 in the abovementioned plan:

- 27.1. The Registered Proprietor(s) of the lot burdened (herein called 'the proprietor') covenant with the Benefitted Authority in respect of The System constructed on the burdened lot(s), that the proprietor 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 upon 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.
 - (d) indemnify and keep indemnified the Council from and against all claims, damages, costs and expenses which the Council or any other person may suffer as a result of any malfunction or non-operation of The System or any failure of the proprietor to comply with the terms of this Positive Covenant.

The Authority whose consent is required to release, vary or modify the Positive Covenant numbered 27 in the plan is **Camden Council**.

Plan:

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Dated:

28. Terms of Easement numbered 28 in the abovementioned plan:

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

The Authority whose consent is required to release, vary or modify the Easement numbered 28 in the plan is **Camden Council**.

29. Definitions

In this Instrument:

- (a) **Authority** means a government or governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes Camden Council (or its successor).
- (b) **Benefited Authority** means the Authority having the benefit of an easement under this Instrument.
- (c) **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.
- (d) **Development** means the development known as "Cobbitty by Mirvac" comprised in Lots 5 and 6 in Deposited Plan 1276275, Lot 2 in Deposited Plan 1298600 and Lots 100 to 174 in Deposited Plan 1289775 or any future lots created from the subdivision of these parcels.
- (e) **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.
- (f) **Instrument** means this section 88B instrument.
- (g) **Owner** means a person who is entitled to an estate or interest in possession in a lot.
- (h) **Review Panel** means the Mirvac Development Review Panel.

Plan:

Plan of Subdivision of Lot 2118 in DP1308776 &
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covered by Subdivision Certificate No.
Dated:

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 Residential Sub Co Pty Ltd**
(ACN 672 683 797)

Signature of witness:

Signature of attorney:

Name of witness:

Attorney name:

Attorney position:

Address of witness:
Level 28, 200 George Street Sydney
NSW 2000

Power of attorney: Book

No

Signature of attorney:

Attorney name:

Attorney position:

Power of attorney: Book

No

Plan:

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Restrictions affecting Lot 2116 in DP1308776
covered by Subdivision Certificate No.
Dated:

Signatures

Consent of Mortgagee:

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 Cobbitty Pty Ltd**
(ABN 14 682 963 533)

Signature of witness:

Signature of attorney:

Name of witness:

Attorney name:

Attorney position:

Address of witness:
Level 28, 200 George Street Sydney
NSW 2000

Power of attorney: Book

No

Signature of attorney:

Attorney name:

Attorney position:

Power of attorney: Book

No

Plan:

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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:

Name of Witness:

Address of Witness:

Signature of Witness:

Signed in my presence by:

Name of Registered Proprietor: Susan Colden McIntosh

Signature of Registered Proprietor:

Name of Witness:

Address of Witness:

Signature of Witness:

Plan:

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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:

Name of Witness:

Address of Witness:

Signature of Witness:

Plan:

Plan of Subdivision of Lot 2118 in DP1308776 &
Restrictions affecting Lot 2116 in DP1308776
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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:

Signature of attorney:

Electronic signature of me,

Electronic signature of me,

affixed by me, or at my direction, on

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).*

Attorney name: _____

Name of witness:

Attorney position: _____

Address of witness:

Power of attorney: Book _____

No _____

EE reference: _____

Date: _____

Plan:

Plan of Subdivision of Lot 2118 in DP1308776 &
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Dated:

Signatures

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

Signature of Delegate

Name of Delegate

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

Signature of Witness

Name of Witness

Address of Witness