

Instrument setting out terms of Easements or Profits á 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.

(Document 1)

(Sheet 1 of 11 Sheets)

Plan: **DP271188**

Plan of Subdivision of Lot 2 in DP1246745
and Easements and Restrictions affecting
Lots 1 and 3 in DP1246745

covered by

Subdivision Certificate No. *SC-130/2022 of 17-02-2023*

Full name and address of
the owner of the land

Tanlane Pty Limited
ACN 057 579 718
11 Narabang Way
BELROSE NSW 2085

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á 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 to Drain Water variable width (A1)	Lot 3 in DP1246745	Liverpool City Council
2	Easement to Drain Water 5 wide (A2)	Lot 3 in DP1246745	Liverpool City Council
3	Right of Carriage Way variable width (B1)	16, Lot 3 in DP1246745	Liverpool City Council
4	Right of Carriage Way 3.5 wide (B2)	Lot 3 in DP1246745	Liverpool City Council
5	Easement for Underground Cables 1 wide (E)	15	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
6	Easement for Padmount Substation 2.75 wide (F)	1, 7, 13	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
7	Restriction on the Use of Land (G)	Part of each of the lots: 1, 7, 13, 18, Lot 1 in DP1246745 designated G on the plan	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
8	Restriction on the Use of Land (H)	Part of each of the lots: 1, 7, 13, 18, Lot 1 in DP1246745 designated H on the plan	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
9	Easement for Trench and Pipeline 1.0 wide (QG)	8, 9, 12	1
10	Restriction on the Use of Land	Each lot	Liverpool City Council
11	Restriction on the Use of Land (R)	Part of Lot 3 in DP1246745 designated R on the plan	Liverpool City Council

(Document 1)

(Sheet 2 of 11 Sheets)

Plan: **DP271188**Plan of Subdivision of Lot 2 in DP1246745
and Easements and Restrictions affecting
Lots 1 and 3 in DP1246745

covered by

Subdivision Certificate No. *SC-130/2022 of 17-02-2023***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 to Drain Water variable width (created by DP1246745 No.1)	Lot 2 in DP1246745 Lot 3 in DP1246745	Liverpool City Council, Lot 1 in DP1246745 Lot 1 in DP1246745, Lot 2 in DP1246745
2	Easement to Drain Water variable width (created by DP1246745 No.2)	Lot 1 in DP1246745	1 to 19 inclusive (being part of Lot 2 in DP1246745)
3	Right of Carriage Way 5 wide (created by DP1246745)	Lot 1 in DP1246745 Lot 2 in DP1246745	1 to 19 inclusive (being part of Lot 2 in DP1246745) Lot 3 in DP1246745
4	Easement for Access, Maintenance and Construction variable width (created by DP1246745)	Lot 1 in DP1246745	1, 18, 19, Angler Avenue, Halyard Walk, Ketch Lane, Mainstay Street, Mast Place, Mulloway Lane, Promontory Way, Shoreline Road, Spinnaker Drive (all being parts of Lot 2 in DP1246745)
5	Easement for Access variable width (created by DP1246745)	Lot 1 in DP1246745	1, 18, 19, Angler Avenue, Halyard Walk, Ketch Lane, Mainstay Street, Mast Place, Mulloway Lane, Promontory Way, Shoreline Road, Spinnaker Drive (all being parts of Lot 2 in DP1246745)

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PART 1A (Release)(Continued)

Number of item shown in the intention panel on the plan	Identity of easement or profit á prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
6	Easement for Batter 9 wide and 14 wide (created by DP1219007)	Lot 2 in DP602988	1 to 7 inclusive, 10, 11, 13 to 17 inclusive, 19, Angler Avenue, Halyard Walk, Ketch Lane, Mainstay Street, Mast Place, Mulloway Lane, Promontory Way, Shoreline Road, Spinnaker Drive (all being parts of Lot 2 in DP1246745)

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

- (a) An Easement to Drain Water as set out in Part 3 Schedule 4A of the Conveyancing Act 1919 is created but as varied below.
- (b) The owner of the lot burdened shall not be permitted to make any alteration to surface levels of the site of the easement without the written consent of Liverpool City Council being firstly obtained.
- (c) The authority having the benefit of this easement has the right to monitor the water storage to ensure water quality and further, the servient tenement shall not allow anything to occur to adversely affect the water quality within the site of this easement.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 1 in the plan.

LIVERPOOL CITY COUNCIL

Terms of easement numbered 2 in the plan.

- (a) An Easement to Drain Water as set out in Part 3 Schedule 4A of the Conveyancing Act 1919 is created but as varied below.
- (b) The owner of the lot burdened shall not be permitted to make any alteration to surface levels of the site of the easement without the written consent of Liverpool City Council being firstly obtained

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 2 in the plan.

LIVERPOOL CITY COUNCIL

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Terms of easement numbered 3 in the plan.

A Right of Carriage Way as set out in Part 1, Schedule 8 of the Conveyancing Act 1919 is created.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 3 in the plan.

LIVERPOOL CITY COUNCIL

Terms of easement numbered 4 in the plan.

A Right of Carriage Way as set out in Part 1, Schedule 8 of the Conveyancing Act 1919 is created.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 4 in the plan.

LIVERPOOL CITY COUNCIL

Terms of easement numbered 5 in the plan.

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 5 in the plan.

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Terms of easement numbered 6 in the plan.

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 6 in the plan.

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Terms of restriction numbered 7 in the plan.

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 7 in the plan.

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Terms of restriction numbered 8 in the plan.

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 8 in the plan.

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

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Terms of restriction numbered 9 in the plan.

1. Interpretation

These meanings, in any form, applies unless the contrary appears:

Authorised User means every person authorised by the Grantee and includes the Grantee’s tenants, lessees, sub-lessees, employees, agents, contractors, operators, workmen, licensees and invitees.

Community Management Statement means the community management statement allocated number DP271188.

Easement Site means the site of this easement on the Plan and all items within the site of the easement identified on the Plan which are the subject of this easement.

Grantee means the owner or mortgagee in possession of a Lot Benefited.

Grantor means the owner or mortgagee in possession of a Lot Burdened.

Install means construct, repair, replace, maintain, modify, use and remove.

Lot Benefited means a lot benefited by this easement.

Lot Burdened means a lot burdened by this easement.

LTEMP means the Long Term Environmental Management Plan attached to the Community Management Statement.

Pipeline Apparatus means a pipe or system of pipes, mains or any other structure, equipment, apparatus or works for or incidental to the conveyance of landfill gas, as required from time to time by the Grantee.

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

2. Grant of easement

- (a) The Grantee and each Authorised User may at all times:
 - (i) within the Easement Site, lay, construct, operate, use, alter, remove, replace, re-lay, renew, upgrade, reconstruct, clean and/or repair and maintain the Pipeline Apparatus under the Lot Burdened in accordance with the requirements of the LTEMP;
 - (ii) within the Easement Site, cause or permit to flow, convey, pass or deliver landfill gas in any quantities across, through in and along the Lot Burdened using the trench and Pipeline Apparatus;
 - (iii) within the Easement Site, Install and operate a monitoring riser to monitor landfill gas levels;

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- (iv) within the Easement Site, Install and operate vent pipes to vent landfill gas;
 - (v) enforce all other rights in relation to the Pipeline Apparatus which may be conferred on, or vested in, the Grantee or an Authorised User; and
 - (vi) do all things reasonably incidental to any of the above purposes in accordance with the LTEMP.
- (b) The Grantee has at all times the right of support for the Pipeline Apparatus.
- (c) The Grantor must not cause or permit to be done anything which obstructs or interferes with the rights conferred on the Grantee under this instrument without the prior written consent of the Grantee, including (without limitation):
- (i) the excavation, drilling, installation, placement, construction or erection of any pit, well, foundation, pavement or other structure, building or improvement (or the carrying out of any other construction works) in, on or under the Lot Burdened within the Easement Site;
 - (ii) the planting or placement of any trees, shrubs, bushes or plants in, on or under the Lot Burdened within the Easement Site; or
 - (iii) the placement or use of any flammable material, explosives, fire, waste products or refuse in, on or under the Lot Burdened within the Easement Site.
- (d) Clause 2(c) does not apply to any structure on the Lot Burdened within the Easement Site which exists as at the date of registration of the Plan.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 9 in the plan.

LIVERPOOL CITY COUNCIL

Terms of restriction numbered 10 in the plan.

- (a) In this restriction, 'LTEMP' means the long term environmental management plan for the Community Parcel in Schedule 2 of the Community Management Statement which makes provision for:
- (i) procedures for the management and maintenance of the cap and landfill gas mitigation systems; and
 - (ii) scenarios where the capping or landfill gas mitigation systems need to be penetrated and reinstated.
- (b) The owner of a lot burdened must not do anything to interfere with the integrity of the cap and landfill gas mitigation systems on the lot burdened as set out in the LTEMP and must not do anything that would cause damage to adjoining lots.
- (c) The owner of a lot burdened must not and must not permit:
- (i) the extraction of ground water from the lot burdened without the consent of Council; and

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- (ii) excavate a lot burdened deeper than 2.5 metres below the ground level of the lot burdened without obtaining the consent of Council and, if applicable, consent to a development application.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 10 in the plan.

LIVERPOOL CITY COUNCIL

Terms of restriction numbered 11 in the plan.

Restriction on Burdened Lots designated 'R' on the plan.

The registered proprietor of the burdened lot shall not make or permit or suffer the making of any alterations to the stormwater pre-treatment system, which is constructed / installed on the lot(s) burdened without the prior consent in writing of Liverpool City Council. The expression 'Stormwater Pre-Treatment System' shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces grades to direct stormwater to the System.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 11 in the plan.

LIVERPOOL CITY COUNCIL

Plan: **DP271188**

Plan of Subdivision of Lot 2 in DP1246745
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Execution by Council:

LIVERPOOL CITY COUNCIL
.....
(Name of Council)

by its authorised delegate pursuant to
s.377 Local Government Act 1993 No 30

STEPHEN MONTE
.....
Name of Delegate

S. Monte
.....
Signature of Delegate

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

PHILLIP PHAM
.....
Name of Witness

Pham
.....
Signature of Witness

c/o-33 MOORE ST
LIVERPOOL.
.....
Address of Witness

Plan: **DP271188**

Plan of Subdivision of Lot 2 in DP1246745
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I certify that the attorney signed this
instrument in my presence.

Certified correct for the purposes of the Real
Property Act 1900 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: 2022.10.20
10:35:13 +11'00'

Signature of attorney:



Digitally signed by
Simon Lawton
Date: 2022.10.20
10:22:34 +11'00'

Name of witness:

Natasha Issac

Name and position of attorney:

Simon Lawton
Strategic Property Manager

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Power of attorney: Book 4793

No 57

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: URS18382

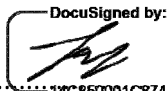
Plan: **DP271188**

Plan of Subdivision of Lot 2 in DP1246745
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Subdivision Certificate No. SC-130/2022 of 17-02-2023

Execution by Owner

Tanlane Pty Limited – ACN 057 579 718

Executed by Tanlane Pty Limited)
ACN 057 579 718 by the party's)
attorney pursuant to power of attorney)
registered Book 4805 No 918 who)
states that no notice of revocation of the)
power of attorney has been received in the)
presence of:

DocuSigned by:


Witness 22/12/2022 | 14:14 AEDT
Jay Ng

Name of Witness (Print)

Jay Ng

Development Manager

Address and Occupation of Witness (Print)

DocuSigned by:


Witness 22/12/2022 | 14:14 AEDT
Jay Ng

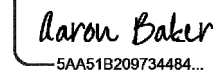
Name of Witness (Print)

Jay Ng

Development Manager

Address and Occupation of Witness (Print)

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19/12/2022 | 15:16 AEDT

Attorney

Aaron Baker

Name of Attorney

Project Director

Position held

DocuSigned by:


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19/12/2022 | 12:38 AEDT

Attorney

Adam Thomas Perrott

Name of Attorney

Development Director

Position held

DocuSigned by:



9/3/2023 | 10:00 AEDT

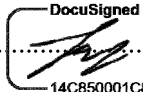
Signature of witness to final sheet
Issue J

Plan: **DP271188**

Plan of Subdivision of Lot 2 in DP1246745
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Execution by Mortgagee: In relation to Mortgage AJ128004 and AM532635

Executed by Mirvac Homes (NSW) Pty)
Limited ACN 006 922 998 by the party's)
attorney pursuant to power of attorney)
registered Book 4786 No 830 who)
states that no notice of revocation of the)
power of attorney has been received in the)
presence of:

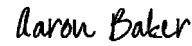
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Name of Witness

Jay Ng

Address of Witness

30 kakadu st North kellyville NSW 2155

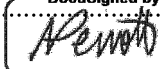
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19/12/2022 | 15:16 AEDT

Attorney
Aaron Baker

Name of Attorney

Project Director


Position held


DocuSigned by:

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19/12/2022 | 12:38 AEDT

Attorney
Adam Thomas Perrott

Position held

Development Director

REGISTERED:  09/03/2023

DocuSigned by:

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Signature of witness to final sheet
Issue J

Instrument setting out terms of Easements or Profits á 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.

(Document 2)

(Sheet 1 of 8 Sheets)

Plan: **DP271188**

Plan of Subdivision of Lot 17 in DP271188

covered by

Subdivision Certificate No. *SC-135/2022 of 17-02-2023*Full name and address of
the owner of the landTanlane Pty Limited
ACN 057 579 718
11 Narabang Way
BELROSE NSW 2085**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Support and Maintenance 0.3 wide (L1)	20 21 22 23 24 25 26 27	21 22 23 24 25 26 27 28
2	Easement for Support and Maintenance 0.3 wide (L2)	21 22 23 24 25 26 27 28	20 21 22 23 24 25 26 27
3	Easement for Access, Maintenance and Construction 0.9 wide (Q1)	21 22 24 25 27 28	22 21 23 26 28 27
4	Easement for Overhang 0.6 wide (T1)	21 22 24 25 27 28	22 21 23 26 28 27
5	Easement for Access, Maintenance and Construction 0.9 wide (Q2)	25	24
6	Easement for Overhang 0.6 wide (T2)	25	24
7	Restriction on the Use of Land	Each lot	Every other lot

Plan: **DP271188**

Plan of Subdivision of Lot 17 in DP271188
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Subdivision Certificate No. *Sc-135/2022 of 17-02-2023*

PART 1 (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant 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 Access, Maintenance and Construction variable width (created by DP1246745)	Lot 1 in DP1246745	Lot 17 in DP271188
2	Easement for Access variable width (created by DP1246745)	Lot 1 in DP1246745	Lot 17 in DP271188

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

The full right and liberty at all times hereafter to have the existing building and any future building requiring for its stability the same support as the existing building erected upon the lot benefited from the soil and/or existing building erected on the lot burdened, being both lateral and subjacent support, upheld and maintained by the soil and/or existing building erected on the lot burdened.

PROVIDED ALWAYS that this easement for support shall not be constructed to prevent the owner for the time being of the lot burdened or their successors in title from making excavations or carrying out works of any nature or kind provided that in making any excavation or carrying out works for any purpose sufficient for the existing building or any future building shall be provided, by natural or artificial means and that no excavations or works shall be made of permanent nature without leaving permanent means of support.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 1 in the plan.

Owner of the lot benefited

Terms of easement numbered 2 in the plan.

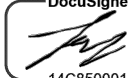
The full right and liberty at all times hereafter to have the existing building and any future building requiring for its stability the same support as the existing building erected upon the lot benefited from the soil and/or existing building erected on the lot burdened, being both lateral and subjacent support, upheld and maintained by the soil and/or existing building erected on the lot burdened.

PROVIDED ALWAYS that this easement for support shall not be constructed to prevent the owner for the time being of the lot burdened or their successors in title from making excavations or carrying out works of any nature or kind provided that in making any excavation or carrying out works for any purpose sufficient for the existing building or any future building shall be provided, by natural or artificial means and that no excavations or works shall be made of permanent nature without leaving permanent means of support.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 2 in the plan.

Owner of the lot benefited

Surveyors Ref: 14005(S17)CP

DocuSigned by:

 9/3/2023 | 13:25 AEDT
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 Signature of witness to final sheet
 Issue F

Plan: **DP271188**

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Terms of easement numbered 3 in the plan.

- (a) In this easement, 'easement site' means that area of the lot burdened shown on the plan as affected by 'Easement for Access, Maintenance and Construction 0.9 wide'.
- (b) Subject to clause (c), the owner of the lot benefited may:
 - (i) with prior reasonable notice given to the owner of the lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (A) the lot benefited; and
 - (B) any structure belonging to the owner of the lot benefited, which cannot otherwise be reasonably carried out without accessing the lot burdened; and
 - (ii) do anything reasonably necessary for that purpose, including:
 - (A) entering into the lot burdened;
 - (B) taking anything onto the lot burdened; and
 - (C) carrying out necessary works.
- (c) The rights under this easement are limited to the extent necessary to permit the owner of the lot benefited to construct, maintain and repair any part of:
 - (i) the lot benefited; and
 - (ii) any structure belonging to the owner of the lot benefited.
- (d) In exercising the rights under this clause, the owner of the lot benefited must:
 - (i) ensure all work on the lot benefited is done properly and carried out as quickly as practicable;
 - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (iii) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (iv) restore the lot burdened as nearly as is practicable to its former condition; and
 - (v) make good any collateral damage.
- (e) The owner of the lot benefited has the right to install and maintain in the wall adjacent to the easement site one or more cavity weephole drainage points and drain water from the weephole, but only within the easement site.
- (f) Despite any other provision of this instrument or at common law, the owner of the lot burdened is permitted to construct and maintain a dwelling on the lot burdened whose eaves and gutters (only) overhang the easement site.

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Subdivision Certificate No **SC-135/2022-017-02-2023**

- (g) The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to this easement and any dispute is a civil matter to be resolved with the relevant parties.

NAME OF PERSON(S) whose consent is required to release, vary or modify the terms of the easement numbered 3 in the plan.

Owner of the lot benefited

Terms of easement numbered 4 in the plan.

An Easement for Overhang in the terms set out in Part 10 Schedule 8 of the Conveyancing Act 1919 is created but varied to replace paragraph 1(a) of Part 10 of Schedule 8 as follows:

- (a) may insist that the eaves and/or gutters and/or downpipes and/or roof structure (the "overhanging structure"), constructed or to be constructed on the lot benefited, which overhang the lot burdened within the site of the easement, may remain, but only to the extent that:
 - (i) the eave overhang is contained wholly within the easement and the eave does not overhang the lot burdened by more than 450mm; and
 - (ii) the combined eave and gutter overhang is contained wholly within the easement and the combined width of the eave and gutter does not overhang the lot burdened by more than 600mm.

NAME OF PERSON(S) whose consent is required to release, vary or modify the terms of the easement numbered 4 in the plan.

Owner of the lot benefited

Terms of easement numbered 5 in the plan.

- (a) In this easement, 'easement site' means that area of the lot burdened shown on the plan as affected by 'Easement for Access, Maintenance and Construction 0.9 wide'.
- (b) Subject to clause (c), the owner of the lot benefited may:
 - (i) with prior reasonable notice given to the owner of the lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (A) the lot benefited; and
 - (B) any structure belonging to the owner of the lot benefited, which cannot otherwise be reasonably carried out without accessing the lot burdened; and
 - (ii) do anything reasonably necessary for that purpose, including:
 - (A) entering into the lot burdened;
 - (B) taking anything onto the lot burdened; and

Plan: **DP271188**

Plan of Subdivision of Lot 17 in DP271188
covered by
Subdivision Certificate No. *SC-135/2022 of 17-02-2023*

- (C) carrying out necessary works.
- (c) The rights under this easement are limited to the extent necessary to permit the owner of the lot benefited to construct, maintain and repair any part of:
 - (i) the lot benefited; and
 - (ii) any structure belonging to the owner of the lot benefited.
- (d) In exercising the rights under this clause, the owner of the lot benefited must:
 - (i) ensure all work on the lot benefited is done properly and carried out as quickly as practicable;
 - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (iii) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (iv) restore the lot burdened as nearly as is practicable to its former condition; and
 - (v) make good any collateral damage.
- (e) The owner of the lot benefited has the right to install and maintain in the wall adjacent to the easement site one or more cavity weephole drainage points and drain water from the weephole, but only within the easement site.
- (f) Despite any other provision of this instrument or at common law, the owner of the lot burdened is permitted to construct and maintain a dwelling on the lot burdened whose eaves and gutters (only) overhang the easement site.
- (g) The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to this easement and any dispute is a civil matter to be resolved with the relevant parties.

NAME OF PERSON(S) whose consent is required to release, vary or modify the terms of the easement numbered 5 in the plan.

Owner of the lot benefited

Terms of easement numbered 6 in the plan.

An Easement for Overhang in the terms set out in Part 10 Schedule 8 of the Conveyancing Act 1919 is created but varied to replace paragraph 1(a) of Part 10 of Schedule 8 as follows:

- (a) may insist that the eaves and/or gutters and/or downpipes and/or roof structure (the "overhanging structure"), constructed or to be constructed on the lot benefited, which overhang the lot burdened within the site of the easement, may remain, but only to the extent that:

Plan: **DP271188**

Plan of Subdivision of Lot 17 in DP271188
covered by
Subdivision Certificate No *SC-135/2022 of 17-02-2023*

- (i) the eave overhang is contained wholly within the easement and the eave does not overhang the lot burdened by more than 450mm; and
- (ii) the combined eave and gutter overhang is contained wholly within the easement and the combined width of the eave and gutter does not overhang the lot burdened by more than 600mm.

NAME OF PERSON(S) whose consent is required to release, vary or modify the terms of the easement numbered 6 in the plan.

Owner of the lot benefited

Terms of restriction numbered 7 in the plan.

- (a) In this restriction, 'LTEMP' means the long term environmental management plan for the Community Parcel in Schedule 2 of the Community Management Statement which makes provision for:
 - (i) procedures for the management and maintenance of the cap and landfill gas mitigation systems; and
 - (ii) scenarios where the capping or landfill gas mitigation systems need to be penetrated and reinstated.
- (b) The lots burdened and lots benefited share a common slab.
- (c) The owner of a lot burdened must not do anything to interfere with the existing slab which would breach the LTEMP and cause damage to the lots benefited.
- (d) The owner of a lot burdened indemnifies the owners of lots benefited against all claims and liability caused as a result of a breach of this restriction by the owner of the lot burdened.

NAME OF PERSON(S) whose consent is required to release, vary or modify the terms of the restriction numbered 7 in the plan.

Liverpool City Council and owners of the lots benefited.

Plan: **DP271188**

Plan of Subdivision of Lot 17 in DP271188
covered by
Subdivision Certificate No. **SC-135/2022 of 17-02-2023**

Execution by Council:

LIVERPOOL CITY COUNCIL
.....
(Name of Council)

by its authorised delegate pursuant to
s.377 Local Government Act 1993 No 30

STEPHEN MONTE
.....
Name of Delegate

S. Monte
.....
Signature of Delegate

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

WUY VO
.....
Name of Witness

Wuy
.....
Signature of Witness

C/O-33 MOORE ST
.....
LIVERPOOL
.....
Address of Witness

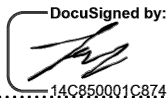
Plan: **DP271188**

Plan of Subdivision of Lot 17 in DP271188
covered by
Subdivision Certificate No. SC-135/2022 of 17-02-2023

Execution by Owner:

Tanlane Pty Limited – ACN 057 579 718

Executed by Tanlane Pty Limited)
ACN 057 579 718 by the party's)
attorney pursuant to power of attorney)
registered Book 4805 No 918 who)
states that no notice of revocation of the)
power of attorney has been received in the)
presence of:

DocuSigned by:


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Witness

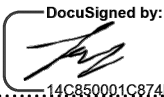
Jay Ng

Name of Witness (Print)

Jay Ng

Development Manager

Address and Occupation of Witness (Print)

DocuSigned by:


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Witness

Jay Ng

Name of Witness (Print)

Jay Ng

Development Manager

Address and Occupation of Witness (Print)

DocuSigned by:



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19/12/2022 | 15:15 AEDT

Attorney

Aaron Baker

Name of Attorney

Project Director

Position held

DocuSigned by:



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19/12/2022 | 15:35 AEDT

Attorney

Adam Thomas Perrott

Name of Attorney

Development Director

Position held

REGISTERED:  13/03/2023

DocuSigned by:



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Signature of witness to final sheet
Issue F

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

(Document 3)

(Sheet 1 of 6 Sheets)

Plan: **DP271188**

Plan of Subdivision of Lot 2 in DP271188

covered by

Subdivision Certificate No. *SC-136/2022 of 17-02-2023*

Full name and address of
the owner of the land:

Tanlane Pty Limited
ACN 057 579 718
11 Narabang Way
BELROSE NSW 2085

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Support and Maintenance 0.3 wide (L)	29 30 31 32 33 34	30 29 32 31 34 33
2	Easement for Access, Maintenance and Construction 0.9 wide (Q)	30	29
3	Easement for Overhang 0.6 wide (T)	30	29
4	Restriction on the Use of Land	29 30 31 32 33 34	30 29 32 31 34 33

PART 1 (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant 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 Access, Maintenance and Construction variable width (created by DP1246745)	Lot 1 in DP1246745	Lot 2 in DP271188
2	Easement for Access variable width (created by DP1246745)	Lot 1 in DP1246745	Lot 2 in DP271188

Plan: **DP271188**

Plan of Subdivision of Lot 2 in DP271188

covered by

Subdivision Certificate No. *SC-136/2022 of 17-02-2023*

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

The full right and liberty at all times hereafter to have the existing building and any future building requiring for its stability the same support as the existing building erected upon the lot benefited from the soil and/or existing building erected on the lot burdened, being both lateral and adjacent support, upheld and maintained by the soil and/or existing building erected on the lot burdened,

PROVIDED ALWAYS that this easement for support shall not be constructed to prevent the owner for the time being of the lot burdened or their successors in title from making excavations or carrying out works of any nature or kind provided that in making any excavation or carrying out works for any purpose sufficient for the existing building or any future building shall be provided, by natural or artificial means and that no excavations or works shall be made of permanent nature without leaving permanent means of support.

NAME OF PERSON(S) whose consent is required to release, vary or modify the terms of the easement numbered 1 in the plan.

Owner of lot benefited

Terms of easement numbered 2 in the plan.

(a) In this easement, 'easement site' means that area of the lot burdened shown on the plan as affected by 'Easement for Access, Maintenance and Construction 0.9 wide'.

(b) Subject to clause (c), the owner of the lot benefited may:

(i) with prior reasonable notice given to the owner of the lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:

(A) the lot benefited; and

(B) any structure belonging to the owner of the lot benefited, which cannot otherwise be reasonably carried out without accessing the lot burdened; and

(ii) do anything reasonably necessary for that purpose, including:

(A) entering into the lot burdened;

(B) taking anything onto the lot burdened; and

(C) carrying out necessary works

(c) The rights under this easement are limited to the extent necessary to permit the owner of the lot benefited to construct, maintain and repair any part of:

(i) the lot benefited; and

(ii) any structure belonging to the owner of the lot benefited.

Plan: **DP271188**

Plan of Subdivision of Lot 2 in DP271188

covered by

Subdivision Certificate No. *SC-136/2022 of 17-02-2023*

- (d) In exercising the rights under this clause, the owner of the lot benefited must:
 - (i) ensure all work on the lot benefited is done properly and carried out as quickly as practicable;
 - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (iii) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (iv) restore the lot burdened as nearly as is practicable to its former condition; and
 - (v) make good any collateral damage.
- (e) The owner of the lot benefited has the right to install and maintain in the wall adjacent to the easement site one or more cavity weephole drainage points and drain water from the weephole, but only within the easement site.
- (f) Despite any other provision of this instrument or at common law, the owner of the lot burdened is permitted to construct and maintain a dwelling on the lot burdened whose eaves and gutters (only) overhang the easement site.
- (g) The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to this easement and any dispute is a civil matter to be resolved with the relevant parties.

NAME OF PERSON(S) whose consent is required to release, vary or modify the terms of the easement numbered 2 in the plan.

Owner of the lot benefited

Terms of easement numbered 3 in the plan.

An Easement for Overhang in the terms set out in Part 10 Schedule 8 of the Conveyancing Act 1919 is created but varied to replace paragraph 1(a) of Part 10 of Schedule 8 as follows:

- (a) may insist that the eaves and/or gutters and/or downpipes and/or roof structure (the "overhanging structure"), constructed or to be constructed on the lot benefited, which overhang the lot burdened within the site of the easement, may remain, but only to the extent that:
 - (i) the eave overhang is contained wholly within the easement and the eave does not overhang the lot burdened by more than 450mm; and
 - (ii) the combined eave and gutter overhang is contained wholly within the easement and the combined width of the eave and gutter does not overhang the lot burdened by more than 600mm.

NAME OF PERSON(S) whose consent is required to release, vary or modify the terms of the easement numbered 3 in the plan.

Owner of the lot benefited

Plan: **DP271188**

Plan of Subdivision of Lot 2 in DP271188
covered by
Subdivision Certificate No. *SC-136/2012 of 17-02-2023*

Terms of restriction numbered 4 in the plan.

- (a) In this restriction, 'LTEMP' means the long term environmental management plan for the Community Parcel in Schedule 2 of the Community Management Statement which makes provision for:
 - (i) procedures for the management and maintenance of the cap and landfill gas mitigation systems; and
 - (ii) scenarios where the capping or landfill gas mitigation systems need to be penetrated and reinstated.
- (b) The lot burdened and lot benefited share a common slab.
- (c) The owner of a lot burdened must not do anything to interfere with the existing slab which would breach the LTEMP and cause damage to the lot benefited.
- (d) The owner of a lot burdened indemnifies the owner of a lot benefited against all claims and liability caused as a result of a breach of this restriction by the owner of the lot burdened.

NAME OF PERSON(S) whose consent is required to release, vary or modify the terms of the restriction numbered 4 in the plan.

Liverpool City Council and the owner of the lot benefited.

Plan: **DP271188**

Plan of Subdivision of Lot 2 in DP271188
covered by
Subdivision Certificate No. *SC-136/2022 of 17-02-2023*

Execution by Council:

LIVERPOOL CITY COUNCIL
.....
(Name of Council)

by its authorised delegate pursuant to
s.377 Local Government Act 1993 No 30

STEPHEN MONTE
.....
Name of Delegate

S. Monte
.....
Signature of Delegate

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

GUY VO
.....
Name of Witness

Guy
.....
Signature of Witness

C/O-33 MOORE ST
.....
LIVERPOOL
.....
Address of Witness

Plan: **DP271188**

Plan of Subdivision of Lot 2 in DP271188
covered by
Subdivision Certificate No. SC-136/2022 of 17-02-2023

Execution by Owner:

Tanlane Pty Limited – ACN 057 579 718

Executed by Tanlane Pty Limited)
ACN 057 579 718 by the party's)
attorney pursuant to power of attorney)
registered Book 4805 No 918 who)
states that no notice of revocation of the)
power of attorney has been received in the)
presence of:

DocuSigned by:


Witness 22/12/2022 | 13:56 AEDT

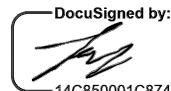
Jay Ng

Name of Witness (Print)

Jay Ng

Development Manager

Address and Occupation of Witness (Print)

DocuSigned by:


Witness 22/12/2022 | 13:56 AEDT

Jay Ng

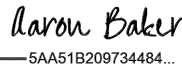
Name of Witness (Print)

Jay Ng

Development Manager

Address and Occupation of Witness (Print)

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Attorney

Aaron Baker

Name of Attorney

Project Director

Position held

DocuSigned by:



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Attorney

Adam Thomas Perrott

Name of Attorney

Development Director

Position held

REGISTERED:



13/03/2023

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Signature of witness to final sheet
Issue F