



ROYAL NORTH SHORE
HOSPITAL

TITLES
88B INSTRUMENTS

MARCH 2006



Hard & Forester Pty Ltd

ACN:003 541 348
ABN:67 003 541 348

www.hardforester.com.au
e survey@hardforester.com.au

Sydney

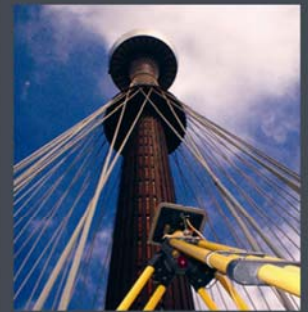
52 Frederick Street
PO Box 175
Rockdale NSW 221
DX11116 Kogarah

t: 02 9599 4077
f: 02 9599 2146

Coffs Harbour

PO Box J209
Coffs Harbour Jetty
NSW 2450

t: 02 6652 5848
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Consulting Surveyors

SIGNATURE AND SEALS ONLY.

Signature

CREATING CLIP FOR NAME

NO UNIT EXAMINED OFFICE HELD

Signature

PATRICK JAMES JOHNSON
NAME

DIRECTOR
OFFICE HELD

10-10-96
DATE

Crown Lands Office Approval

PLAN APPROVED.....
Authorised Officer

Land District.....
Paper No.....
Field Book..... pages

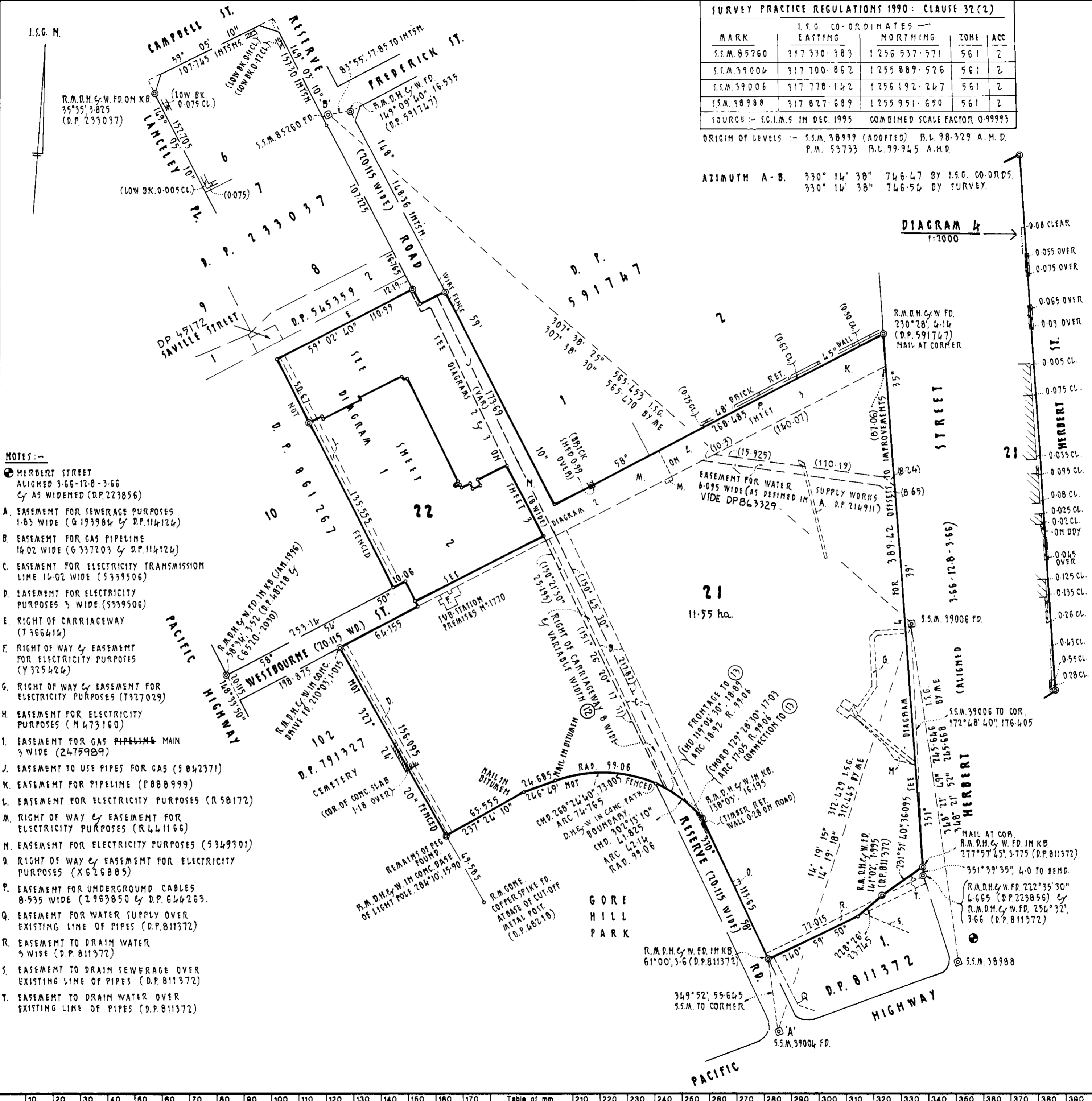
Council's Certificate

I hereby certify that -
(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
(b) the requirements of Part 3 Division 2 of the Water Board Act 1987, or Part 5 Division 7 of the Hunter Water Board (Corporatisation) Act 1991
have been complied with by the applicant in relation to the proposed.....
insert 'new road', 'subdivision' or 'consolidated lot' set out herein

Subdivision No.....
Date.....
(Signature).....
General Manager/Authorised Person

Council File No.....

* This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Water Board and the Hunter Water Corporation Ltd.
Delete if inapplicable.



- NOTES:-**
- A. HERBERT STREET ALIGNED 3-66-12-0-3-66 & A9 WIDEMED (D.P.223856)
 - B. EASEMENT FOR SEWERAGE PURPOSES 1-83 WIDE (G 193984 & D.P.114124)
 - C. EASEMENT FOR GAS PIPELINE 14-02 WIDE (G 337203 & D.P.114124)
 - D. EASEMENT FOR ELECTRICITY TRANSMISSION LINE 14-02 WIDE (5339506)
 - E. EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE (5339506)
 - F. RIGHT OF CARRIAGEWAY 7-366414
 - G. RIGHT OF WAY & EASEMENT FOR ELECTRICITY PURPOSES (Y 325424)
 - H. RIGHT OF WAY & EASEMENT FOR ELECTRICITY PURPOSES (T 327029)
 - I. EASEMENT FOR ELECTRICITY PURPOSES (N 473160)
 - J. EASEMENT FOR GAS PIPELINE MAIN 3 WIDE (2475989)
 - K. EASEMENT TO USE PIPES FOR GAS (5842371)
 - L. EASEMENT FOR PIPELINE (P 888999)
 - M. EASEMENT FOR ELECTRICITY PURPOSES (R 58172)
 - N. RIGHT OF WAY & EASEMENT FOR ELECTRICITY PURPOSES (R 44166)
 - O. EASEMENT FOR ELECTRICITY PURPOSES (5349301)
 - P. RIGHT OF WAY & EASEMENT FOR ELECTRICITY PURPOSES (X 626885)
 - Q. EASEMENT FOR UNDERGROUND CABLES 8-535 WIDE (Z 963850 & D.P.644263)
 - R. EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPES (D.P.811372)
 - S. EASEMENT TO DRAIN WATER 3 WIDE (D.P.811372)
 - T. EASEMENT TO DRAIN SEWERAGE OVER EXISTING LINE OF PIPES (D.P.811372)
 - U. EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (D.P.811372)

SURVEY PRACTICE REGULATIONS 1990: CLAUSE 32(2)

MARK	I.S.G. CO-ORDINATES		ZONE	ACC
	EASTING	NORTHING		
S.S.M. 85260	317 330.383	1 256 537.571	561	2
S.S.M. 39004	317 700.862	1 255 889.526	561	2
S.S.M. 39006	317 778.142	1 256 192.247	561	2
S.S.M. 38988	317 827.689	1 255 951.650	561	2

SOURCE: S.C.I.M.S. 1M DEC. 1995. COMBINED SCALE FACTOR 0.99993

ORIGIN OF LEVELS: S.S.M. 38999 (ADOPTED) B.L. 98-329 A.M.D. P.M. 53733 B.L. 99-945 A.M.D.

AZIMUTH A-B: 330° 14' 38" 746.47 BY I.S.G. CO-ORDS.
330° 14' 38" 746.54 BY SURVEY.

DP 863329

Registered: 22-10-1996

C.A. 4150 OF 9-10-1996

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: UO952-624 & 642

Last Plan DP 811372

PLAN OF SUBDIVISION FOR LEASE PURPOSES OF LOT 2 D.P. 811372

Lengths are in metres. Reduction Ratio 1:2000

LGA: WILLOUGHBY
Locality: ST. LEONARDS
Parish: WILLOUGHBY
County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets. (Delete if inapplicable).

KENNETH HOLDER
of FRANK MATON & CO. PTY. LIMITED
of 7 WIMLOW ST, MILSONS POINT 2061
a surveyor registered under the Surveyors Act 1929, hereby certifies that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 11th SEPTEMBER 1996.
Signature: K.A. Holder
Surveyor registered under Surveyors Act, 1929.
Datum Line of Azimuth.

A-B: S.S.M. 39004 TO S.S.M. 85260, 330° 14' 38"

Plans used in preparation of survey/compilation:
D.P. 644263, 233037, 223856
861267, 545359, 114124
811372, 583393, 241826
591747, 45712, C 6520-2030
791327, 221741, 214911
48218, 438482

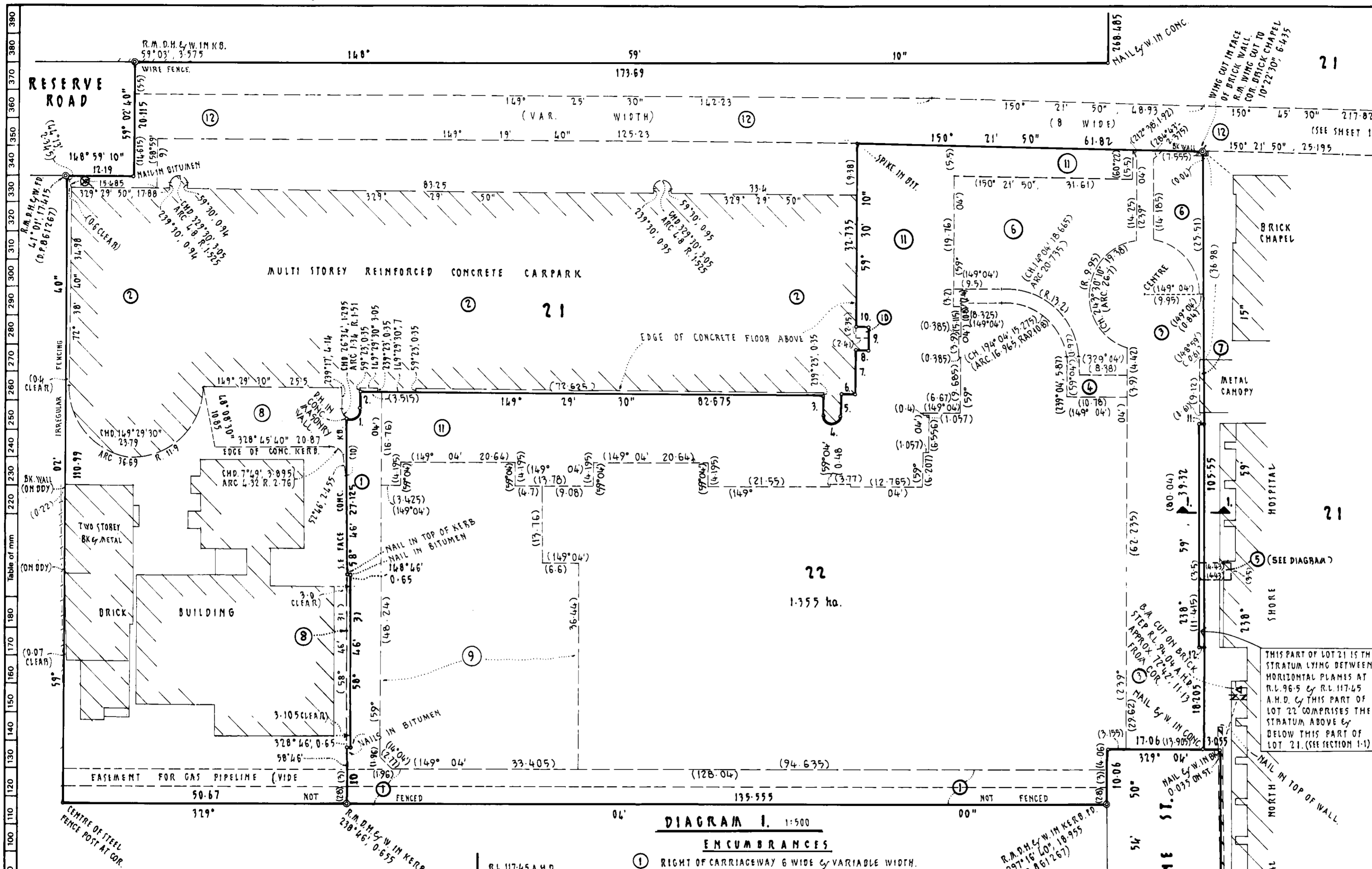
PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC. 88 B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:-

- RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE WIDTH.
- RIGHT OF WAY VARIABLE WIDTH.
- RIGHT OF WAY VARIABLE WIDTH.
- RIGHT OF FOOTWAY
- EASEMENT FOR SUPPORT
- EASEMENT FOR RECREATION VARIABLE WIDTH.
- EASEMENT FOR OVERHANG
- RIGHT OF CARRIAGEWAY VARIABLE WIDTH.
- RIGHT OF WAY VARIABLE WIDTH
- EASEMENT FOR ACCESS
- RIGHT OF WAY VARIABLE WIDTH
- RIGHT OF WAY 8 WIDE & VARIABLE WIDTH
- EASEMENT FOR WATER SUPPLY WORKS 2-4-4, 4-5-8, 7-16 & 20-115 WIDE.
- EASEMENT FOR WATER SUPPLY WORKS 6-095 WIDE.
- POSITIVE COVENANT.

PLAN AMENDED IN LTO AT SURVEYOR'S REQUEST

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390
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DP 863329

Registered 22.10.1996

This is sheet 2 of my plan in 3 sheets dated 11th SEPTEMBER 1996

K. J. Holder

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 3 sheets covered by my Certificate No. 4150 of 7.10.76

R. J. H. H. H.

General Manager/Authorised Person

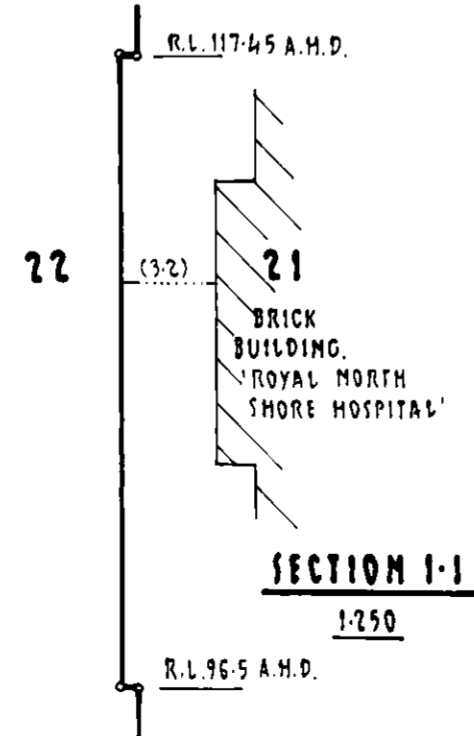
For use where space is insufficient in any panel on Plan Form 2.

THIS PART OF LOT 21 IS THE STRATUM LYING BETWEEN HORIZONTAL PLANES AT R.L. 96.5 & R.L. 117.45 A.H.D. & THIS PART OF LOT 22 COMPRISES THE STRATUM ABOVE & BELOW THIS PART OF LOT 21. (SEE SECTION 1-1)

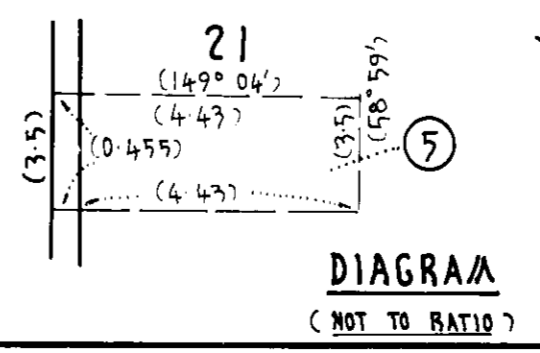
Reduction Ratio 1: 500

SHORT BOUNDARY DETAILS

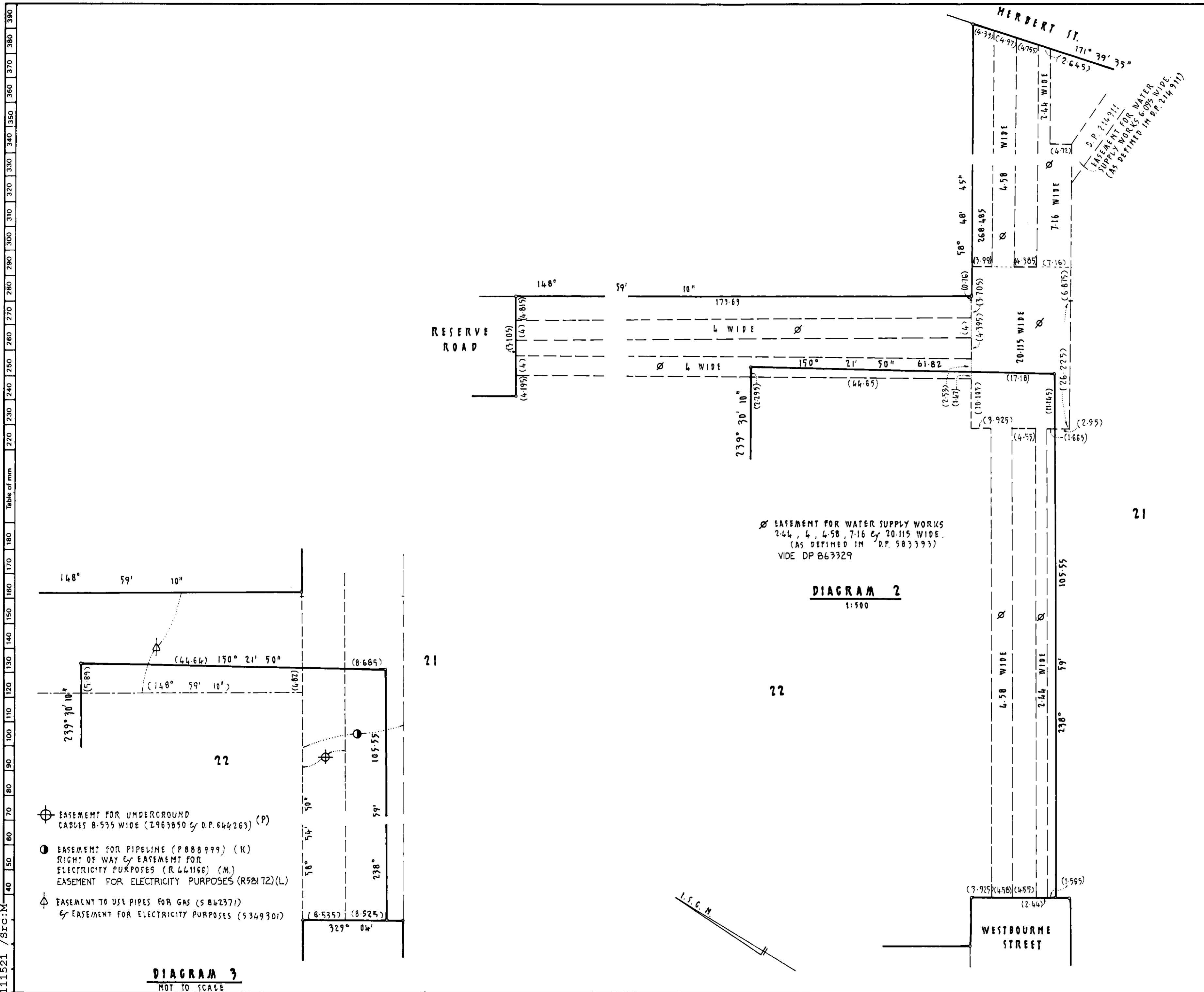
M ²	BEARING & DISTANCE	ARC	RAD.
1.	120° 51'	2.68	3.3
2.	59° 23' 30"	3.595	
3.	239° 23' 30"	3.89	
4.	152° 47' 30"	3.05	4.585
5.	59° 57' 30"	4.425	
6.	149° 29' 20"	2.51	
7.	59° 30' 10"	7.61	
8.	149° 30'	2.41	
9.	59° 30'	4.01	
10.	329° 30'	2.41	
11.	328° 59'	0.455	
12.	148° 59'	0.455	



- DIAGRAM I. 1:500**
- ENCUMBRANCES**
- ① RIGHT OF CARRIAGEWAY 6 WIDE & VARIABLE WIDTH.
 - ② RIGHT OF WAY VARIABLE WIDTH.
 - ③ RIGHT OF WAY VARIABLE WIDTH.
 - ④ RIGHT OF FOOTWAY
 - ⑤ EASEMENT FOR SUPPORT (LIMITED BETWEEN 96.5 A.H.D. & 117.45 A.H.D.)
 - ⑥ EASEMENT FOR RECREATION VARIABLE WIDTH.
 - ⑦ EASEMENT FOR OVERHANG
 - ⑧ RIGHT OF CARRIAGEWAY VARIABLE WIDTH.
 - ⑨ RIGHT OF WAY VARIABLE WIDTH
 - ⑩ EASEMENT FOR ACCESS.
 - ⑪ RIGHT OF WAY VARIABLE WIDTH.
 - ⑫ RIGHT OF WAY 8 WIDE & VARIABLE WIDTH.



Req:R646526 /Doc:DP 0863329 P /Rev:24-Oct-1996 /Sts:OK.OK /Prt:17-Feb-2006 11:26 /Pgs:ALL /Seq:3 of 3
 Ref:111521 /Src:M



DP 863329

Registered: 22.10.1996

This is sheet 3 of my plan in 3 sheets dated 11th SEPTEMBER 1996

K. J. Holder

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 3 sheets covered by my Certificate No. 4150 of 9.12.96

K. J. Holder

General Manager/Authorised Person

For use where space is insufficient in any panel on Plan Form 2

K. J. Holder

Reduction Ratio 1: AS SHOWN.

SURVEYOR'S REFERENCE: 27910 R.M.S.P.H.

DP1075748

Registered 20.04.2005

This is sheet 2 of my plan in 2 sheets dated 14.01.2005

K. J. Holder

Surveyor registered under the Surveying Act 2002

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 2004/21 of 18 October 2004

[Signature]

Council Clerk

For use where space is insufficient in any panel on Plan Form 2

Signed by me [Signature] as delegate of the Minister for Education and Training pursuant to section 27 of the Technical and Further Education Act 1990 and I hereby certify that I have no notice of the revocation of such delegation.

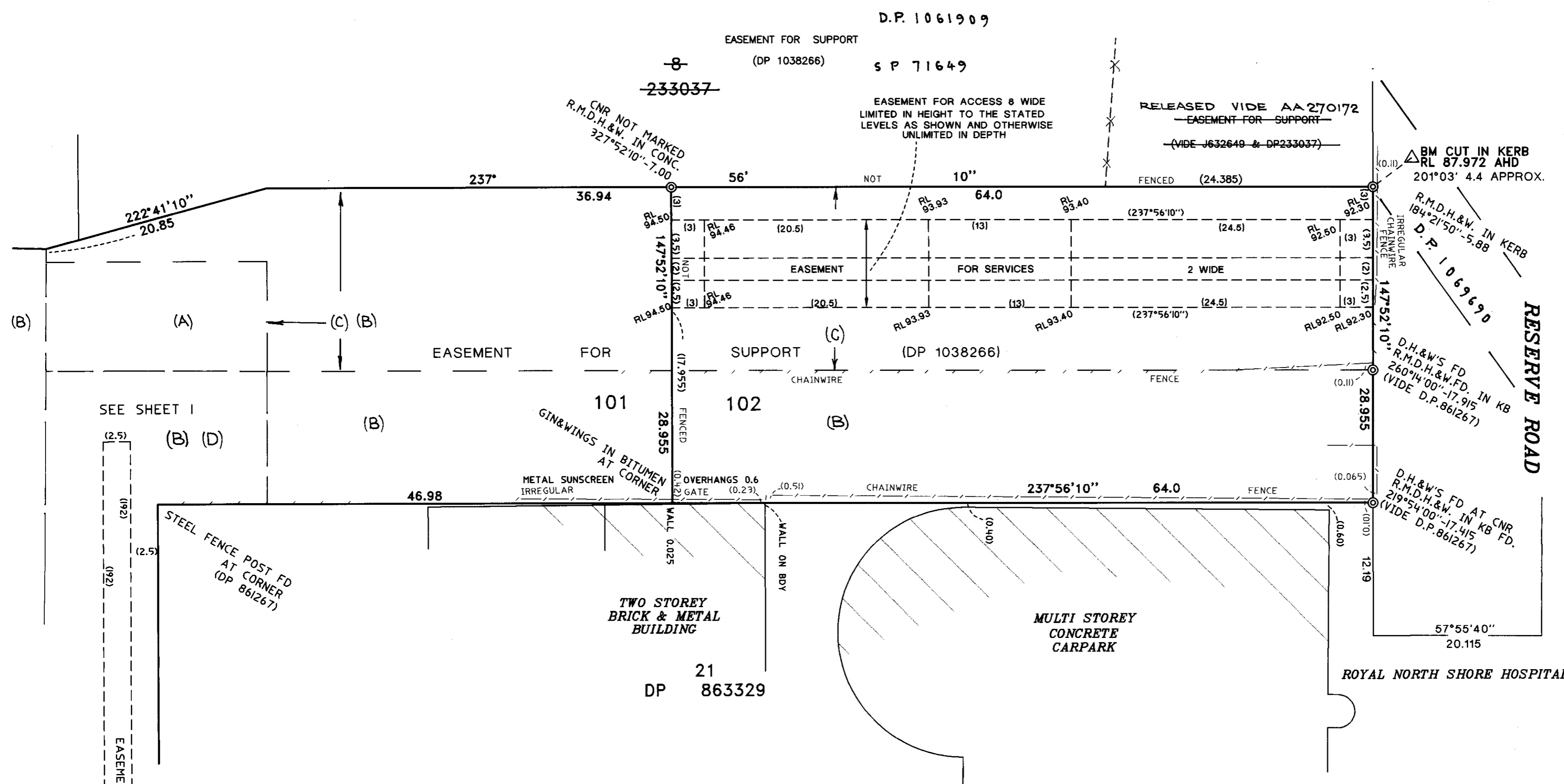
[Signature]

[Signature] Stephen Christley Administrator



Reduction Ratio 1: 300

SURVEYORS REFERENCE: 29443-24



(A) LAND EXCLUDES MINERALS & IS HELD SUBJECT TO RESERVATIONS & CONDITIONS IN FAVOUR OF THE CROWN. SEE MEMORANDUM S700,000A & VOL.14992 FOL.250

(D) EXCEPTION OF MINERALS BY CROWN GRANT VOL.14217 FOL.16

(B) RESERVATIONS & CONDITIONS IN THE CROWN GRANT(S)
(C) BENEFITTED BY EASEMENT FOR SUPPORT VIDE DP1038266 & H55403

Reg:R767595 /Doc:DP 1075748 P /Rev:03-May-2005 /Sts:SC.OK /Prt:15-Mar-2006 15:11 /Pgs:ALL /Seq:2 of 2
Ref:111521 /Src:M.40

390 380 370 360 350 340 330 320 310 300 290 280 270 260 250 240 230 220 210 200 190 180 170 160 150 140 130 120 110 100 90 80 70 60 50 40

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 1 of 15 Sheets)

PART 1.

PLAN: **DP 863329**

Plan of subdivision
of Lot 2 in DP 811372

Full name and address of
proprietor of the land.

Northern Sydney Area Health Service
Level 4 Executive Offices
Royal North Shore Hospital
St Leonards NSW

1. Identity of easement firstly referred
to in abovementioned plan

Right of carriage way
6 wide and variable width

Schedule of lots affected.

Lot burdened
22

Lot benefited
21

2. Identity of easement secondly referred
to in abovementioned plan

Right of way
variable width

Schedule of lots affected.

Lot burdened
21

Lot benefited
22


3. Identity of easement thirdly referred
to in abovementioned plan

Right of way
variable width

Schedule of lots affected.

Lot burdened
22

Lot benefited
21



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 2 of 15 sheets)

PLAN: DP 863329

Plan of subdivision
of Lot 2 in DP 811372

4. Identity of easement fourthly referred
to in abovementioned plan

Right of foot way

Schedule of lots affected.

<u>Lot burdened</u>	<u>Lot benefited</u>
22	21

5. Identity of easement fifthly referred
to in abovementioned plan

Easement for support

Schedule of lot affected.

<u>Lot burdened</u>	<u>Lot benefited</u>
21	22

6. Identity of easement sixthly referred
to in abovementioned plan

Easement for recreation
variable width

Schedule of lots affected.

<u>Lot burdened</u>	<u>Lot benefited</u>
22	21

7. Identity of easement seventhly referred
to in abovementioned plan

Easement for overhang

Schedule of lots affected.

<u>Lot burdened</u>	<u>Lot benefited</u>
22	21

auto cert

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 3 of 15 Sheets)

PLAN: DP 863329

Plan of subdivision
of Lot 2 in DP 811372

8. Identity of easement eighthly referred
to in the abovementioned plan

Right of carriage way
variable width

Schedule of lots affected.

Lot burdened
21

Lot benefited
22

9. Identity of easement ninthly referred
to in the abovementioned plan

Right of way
variable width

Schedule of lots affected.

Lot burdened
22

Lot benefited
21

10. Identity of easement tenthly referred
to in the abovementioned plan

Easement for access

Schedule of lots affected.

Lot burdened
21

Lot benefited
22

11. Identity of easement eleventhly referred
to in the abovementioned plan

Right of way
variable width

Schedule of lots affected.

Lot burdened
22

Lot benefited
21

12. Identity of easement twelfthly referred
to in the abovementioned plan

Right of way
8 wide and
variable width

Schedule of lots affected.

Lot burdened
21

Lot benefited
22

cube cut

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 4 of 15 Sheets)

PLAN: **DP 863329**

Plan of subdivision
of Lot 2 in DP 811372

13. Identity of easement thirteenthly referred
to in the abovementioned plan

Easement for Water Supply Works
2.44,4,4.58,7.16,20.115 wide

Schedule of lots affected.

Lots burdened
21 & 22

Authority benefited
Sydney Water Corporation Limited
ACN 063 279 649

14. Identity of easement fourteenthly referred
to in the abovementioned plan

Easement for Water Supply Works
6.905 wide

Schedule of lots affected.

Lots burdened
21

Authority benefited
Sydney Water Corporation Limited
ACN 063 279 649

15. Identity of the positive covenant fifteenthly
referred to in the abovementioned plan

Positive Covenant

Schedule of lots affected.

Lots burdened
21 & 22

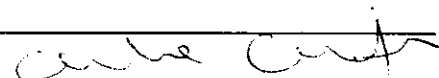
Authority benefited
Sydney Water Corporation Limited
ACN 063 279 649

PART 2.

2. Terms of right of way secondly referred to in abovementioned plan:

(a) The owner of the lot benefited may:

- (i) by any reasonable means pass and permit users to pass across the surface of the lot burdened within the site of this easement;
- (ii) by any reasonable means pass and permit users to pass over those parts of the upper levels of the multi-storey car park designated as driveways;
- (iii) park, and permit users to park within the site of the multi-storey car park but only within the designated spaces; and



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 5 of 15 Sheets)

PLAN: DP 863329

Plan of subdivision
of Lot 2 in DP 811372

- (iv) do anything reasonably necessary for that purpose, including:
 - (A) entering the lot burdened;
 - (B) taking anything on to the lot burdened; and
 - (C) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
- (b) The rights contained in paragraph (a) are subject to the following limitations:
 - (i) payment of a fee charged from time to time by the operator of the car park;
 - (ii) vehicles must not exceed 2 tonne in tare weight or 5.5 metres in length or 2 metres in width; and
 - (iii) access hours are limited to those agreed from time to time between the owner of the lot burdened and the operator of the car park.
- (c) In exercising those powers, the owner of the lot benefited and permitted users of the multi-storey car park must:
 - (i) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
 - (ii) cause as little damage as is practicable to the lot burdened and any improvement on it.
- (d) In exercising those powers, the owner of the lot benefited and permitted users of the multi-storey car park must not:
 - (i) clean, grease, oil, repair or wash any vehicle in the car park or in any other part of the building;
 - (ii) cause or permit any rubbish to be placed, thrown or dropped in or about the car park;
 - (iii) bring or leave in nor permit to be brought or left in the car park any offensive, hazardous or dangerous substance; or

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 6 of 15 Sheets)

PLAN: DP 863329

Plan of subdivision
of Lot 2 in DP 811372

(iv) obstruct the flow of traffic in and out of the multi-storey car park.

3. Terms of Right of Way thirdly referred to in abovementioned plan

- (a) Subject to the provisions of the easement for water supply works and positive covenant thirteenthly and fifteenthly referred to a Right of Carriageway to the terms set out in Part 1 Schedule 8 of the Conveyancing Act 1919.
- (b) The terms of this easement shall not be released, varied or modified without the prior written consent of Sydney Water Corporation Limited.

5. Terms of easement for support fifthly referred to in abovementioned plan:

- (a) The owner of the lot benefited may:
 - (i) construct and maintain on the lot burdened, but only within the site of this easement, a bridge connecting the public hospital on Lot 21 with the proposed private hospital on Lot 22 and whatever structure is reasonably necessary to support that bridge, without blocking thoroughfare; and
 - (ii) do anything reasonably necessary for that purpose, including:
 - (A) entering the lot burdened;
 - (B) taking anything on the lot burdened; and
 - (C) carrying out work but only between the hours of 9am and 5pm.
- (b) The owner of the lot burdened must not use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the structure.
- (c) In exercising the powers under paragraph (a) the owner of the lot benefited must:
 - (i) ensure all work is done properly;
 - (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) carry out at its expense any work necessary to safeguard the structural soundness of the supporting wall during and after the installation of the bridge;

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 7 of 15 Sheets)

PLAN: **DP 863329**

Plan of subdivision
of Lot 2 in DP 811372

- (v) restore the lot burdened as nearly as is practicable to its former condition;
and
- (vi) make good any collateral damage.

6. Terms of easement for recreation sixthly referred to in abovementioned plan

- (a) The owner of the lot benefited may use and enjoy, in common with the owner of the lot burdened, the lot burdened for passive recreation between sunrise and sunset but only within the site of this easement.
- (b) In exercising those powers, the owner of the lot benefited must:
 - (i) use reasonable endeavours to ensure all refuse is deposited in proper receptacles or removed from the lot;
 - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (iii) use reasonable endeavours to ensure users keep noise to a minimum level;
and
 - (iv) cause as little damage as is practicable to the lot burdened and any improvement on it.
- (c) For the purposes of this easement, "passive recreation" includes , but is not limited to reading, smoking, and listening to music provided headphones are used but excludes all ball games.
- (d) For the purposes of this easement, "owner of the lot benefited" includes:
 - (i) any person entitled to possession of the whole of the lot benefited;
 - (ii) any person entitled to possession of any part of that lot which is capable of benefiting from this easement; or
 - (iii) any person authorised by any person in (a) or (b).

7. Terms of easement for overhang seventhly referred to in abovementioned plan:

- (a) The owner of the lot benefited:
 - (i) may insist that the parts of the structure ("the overhanging structure") on the lot benefited which, when this easement was created, overhung the lot burdened remain, but only to the extent they are within the site of this easement;

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 8 of 15 sheets)

PLAN: **DP 863329**

Plan of subdivision
of Lot 2 in DP 811372

- (ii) must keep the overhanging structure in good repair and safe condition, and
 - (iii) may do anything reasonably necessary for those purposes, including:
 - (A) entering the lot burdened;
 - (B) taking anything on to the lot burdened; and
 - (C) carrying out work.
 - (b) In exercising those powers, the owner of the lot benefited must:
 - (i) ensure all work is done properly;
 - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (iii) restore the lot burdened as nearly as is practicable to its former condition; and
 - (iv) make good any collateral damage.
 - (c) The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.
 - (d) The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the overhanging structure.
9. Terms of right of way ninthly referred to in abovementioned plan:
- (a) The owner of the lot benefited may:
 - (i) by any reasonable means pass and permit users to pass across the surface of the lot burdened within the site of this easement;
 - (ii) park, and permit users to park within the site of this easement but only within the designated spaces; and
 - (iii) do anything reasonably necessary for that purpose, including:
 - (A) entering the lot burdened;
 - (B) taking anything on to the lot burdened; and
 - (C) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 9 of 15 Sheets)

PLAN: **DP 863329**

Plan of subdivision
of Lot 2 in DP 811372

- (b) The rights contained in paragraph (a) are subject to the following limitations:
- (i) payment of a fee charged from time to time by the operator of the car park;
 - (ii) vehicles must not exceed 2 tonne in tare weight or 5.5 metres in length or 2 metres in width; and
 - (iii) access hours are limited to those agreed from time to time between the owner of the lot burdened and the operator of the car park.
- (c) In exercising those powers, the owner of the lot benefited and permitted users of the car park must:
- (i) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
 - (ii) cause as little damage as is practicable to the lot burdened and any improvement on it.
- (d) In exercising those powers, the owner of the lot benefited and permitted users of the car park must not:
- (i) clean, grease, oil, repair or wash any vehicle in the car park or in any other part of the building;
 - (ii) cause or permit any rubbish to be placed, thrown or dropped in or about the car park;
 - (iii) bring or leave in nor permit to be brought or left in the car park any offensive, hazardous or dangerous substance; or
 - (iv) obstruct the flow of traffic in and out of the car park.

10. Terms of easement for access tenthly referred to in abovementioned plan:

- (a) The owner of the lot benefited may:
- (i) have access to and work within the site of this easement to construct and install surfaces or structures necessary for a lift;
 - (ii) once constructed, use the lift; and
 - (iii) do anything reasonably necessary for that purpose, including:

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 10 of 15 Sheets)

PLAN: **DP 863329**

Plan of subdivision
of Lot 2 in DP 811372

- (A) entering the lot burdened; and
- (B) taking anything on to the lot burdened.
- (b) In exercising those powers, the owner of the lot benefited must:
 - (i) ensure all work is done properly;
 - (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 as nearly as is practicable to its former condition; and
 - (v) make good any collateral damage.
- 11. Terms of right of way eleventhly referred to in abovementioned plan:
 - (a) The owner of the lot benefited may:
 - (i) by any reasonable means pass and permit users to pass across the surface of the lot burdened within the site of this easement;
 - (ii) park, and permit users to park within the site of this easement but only within the designated spaces; and
 - (iii) do anything reasonably necessary for that purpose, including:
 - (A) entering the lot burdened;
 - (B) taking anything on to the lot burdened; and
 - (C) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
 - (b) The rights contained in paragraph (a) are subject to the following limitations:
 - (i) payment of a fee charged from time to time by the operator of the car park;

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 11 of 15 Sheets)

PLAN: DP863329

Plan of subdivision
of Lot 2 in DP 811372

- (ii) vehicles must not exceed 2 tonne in tare weight or 5.5 metres in length or 2 metres in width; and
- (iii) access hours are limited to those agreed from time to time between the owner of the lot burdened and the operator of the car park.
- (c) In exercising those powers, the owner of the lot benefited and permitted users of the car park must:
 - (i) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
 - (ii) cause as little damage as is practicable to the lot burdened and any improvement on it.
- (d) In exercising those powers, the owner of the lot benefited and permitted users of the car park must not:
 - (i) clean, grease, oil, repair or wash any vehicle in the car park or in any other part of the building;
 - (ii) cause or permit any rubbish to be placed, thrown or dropped in or about the car park;
 - (iii) bring or leave in nor permit to be brought or left in the car park any offensive, hazardous or dangerous substance; or
 - (iv) obstruct the flow of traffic in and out of the car park.
- (e) The terms of this easement are subject to the provisions of the easement for water supply works and positive covenant thirteenthly and fifteenthly referred to and shall not be released, varied or modified without the prior written consent of Sydney Water Corporation.

12. Terms of right of way twelfthly referred to in abovementioned plan

- (a) Subject to the provisions of the easement for water supply works and positive covenant thirteenthly and fifteenthly referred to a Right of Carriageway to the terms set out in Part 1 of Schedule 8 of the Conveyancing Act 1919.
- (b) The terms of this easement shall not be released, varied or modified without the prior written consent of Sydney Water Corporation Limited.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 12 of 15 Sheets)

PLAN: DP 863329

Plan of subdivision
of Lot 2 in DP 811372

13. Terms of easement for water supply works thirteenthly and fourteenthly referred to in the
abovementioned plan

An Easement for Water Supply Works in the terms set out in Memorandum O535653 filed in
the Land Titles Office, amended as follows:

1. Clause 1(a) is deleted and the following clause inserted in its place:

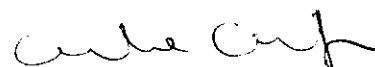
"1 (a) THAT the Transferor will not erect, construct or place upon or below
the surface of the said land or allow to be erected, constructed or
placed upon or below the surface thereof any building or other
structure whatsoever and that the Transferor will at all times bear all
risk of and responsibility in connection with damage to any building
or other structure for the time being in existence upon or below the
surface of the said land; AND"
2. New clauses 1 (c)(v), 1 (c)(vi) and 1 (c)(vii) are inserted in the following terms:

"1 (c)(v) plant or allow to be planted in, on, within or upon the said land any
trees, shrubs or plants; or

1 (c)(vi) install or lay or allow to be installed or laid in, over, on or under the
said land any services above or below ground including without
limitation electrical, telecommunications, gas, water, wastewater and
stormwater pipes, conduits, cables, ducts and the like; or

1 (c)(vii) erect, construct or place or allow to be erected, constructed or placed
any building or other structure within the airspace above the surface
of the said land;"
3. After the word 'THAT' in clause 1(c) the words 'subject to the provisions of the
positive covenant herein fifteenthly referred to in the abovementioned plan ('the
positive covenant') shall be inserted
4. After the word 'AND' when first appearing in the first line on page 2 the words
'except as provided in clause (a) of the terms of the positive covenant' shall be
inserted and after the words 'AND DECLARED that' in the fifth line on page 2 the
words 'nothing herein contained shall' shall be deleted and the words 'except as
provided in clause (a) of the terms of the positive covenant, these provisions shall
not' shall be inserted in their place.

For the purposes of this Instrument, references within Memorandum O535653 to 'the said
land' means the site of the subject easement hereby created, and references to 'transferred'
means the easement or rights created herein, in favour of the Authority benefited.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 13 of 15 Sheets)

PLAN: DP 863329

Plan of subdivision
of Lot 2 in DP 811372

Name of authority empowered to release, vary or modify the easement thirteenthly and
fourteenthly referred to in the abovementioned plan

Sydney Water Corporation Limited ACN 063 279 649

15. Terms of Positive Covenant fifteenthly referred to in the abovementioned plan

With respect to the rights granted in favour of Sydney Water Corporation Limited ACN 063 279 649 ('the Corporation') pursuant to the Easement thirteenthly and fourteenthly referred to in the abovementioned plan, the registered proprietor of the lot burdened by this covenant ('the proprietor' which expression where herein used shall be deemed to include the successors and assigns of the proprietor) DOES HEREBY COVENANT with the Corporation, pursuant to s88E of the Conveyancing Act 1919, as amended, that the proprietor WILL:

- (a) Where the Corporation has granted approval pursuant to clause 1(c) of either the easement thirteenthly or the easement fourteenthly referred to:
 - (i) bear all risk of and responsibility for any damage to the Corporation's works defined in the respective easement resulting from or arising from anything done pursuant to, or in breach of that approval; and
 - (ii) bear all risk of and responsibility for any damage however caused to any property (real or personal) located within the respective easement notwithstanding that prior approval has been given by the Corporation pursuant to clause 1(c) of that easement.

Name of authority empowered to release, vary or modify the positive covenant fifteenthly
referred to in the abovementioned plan

Sydney Water Corporation Limited ACN 063 279 649



(Sheet 14 of 15 Sheets)

PLAN: DP 863329

Plan of subdivision
of Lot 2 in DP 811372

THE COMMON SEAL OF NORTHERN SYDNEY AREA
HEALTH SERVICE was duly affixed in the
presence of:

DATE: 10.10.96

Christine Clifton
Signature

Christine CLIFTON
Print Name (BLOCK LETTERS)

Acting Chief Executive
Office Held Officer

P. Johnson
Signature

PATRICK JAMES JOHNSON
Print Name (BLOCK LETTERS)

DIRECTOR
Office Held

THE COMMON SEAL OF NORTH SHORE
PRIVATE HOSPITAL PTY LIMITED
was duly affixed in the
presence of:

Signature

Print Name (BLOCK LETTERS)

Office Held

Signature

Print Name (BLOCK LETTERS)

Office Held

(Sheet 15 of 15 sheets)

PLAN: DP 863329

Plan of subdivision
of Lot 2 in DP 811372

THE SEAL OF SYDNEY WATER CORPORATION
LIMITED was duly affixed in the
presence of:

Signature

Signature

Print Name (BLOCK LETTERS)

Print Name (BLOCK LETTERS)

Office Held

Office Held

WILLOUGHBY CITY COUNCIL


.....
Corporate Services Director

REGISTERED  22.10.1996

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

DP1075748

**Subdivision of Lot 1 DP 45712, Lot 2
DP 545359 and Lot 10 DP 861267 covered by
Subdivision Certificate No:**

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

**Northern Sydney Area Health Service
Level 4 Executive Offices
Royal North Shore Hospital
ST LEONARDS NSW 2065**

**The Minister for Education and Training
Properties Directorate
Level 13, 55 Market 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 access 8 wide (limited in stratum)	102	101
2	Easement for services 2 wide	102	101
3	Easement for water supply 2.5 wide	101	Sydney Water Corporation
4	Positive covenant	102	Willoughby City Council
5	Restriction on use of land	102	Willoughby City Council

Part 1A (Release)

Number of item shown in the intention	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
--------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------	--------------------------------------------------------------------------------

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

DP1075748

**Subdivision of Lot 1 DP 45712, Lot 2
DP 545359 and Lot 10 DP 861267 covered by
subdivision Certificate No:**

panel on the plan			
1	Right of carriageway 12.19 wide (T366414).	10/861267	Lot 21 in Deposited Plan 863329.

Part 2 (Terms)

**1. Terms of easement, profit à prendre, restriction, or positive covenant
numbered 1 in the plan**

1.1 In these terms of the Easement for access:

"Access Works" means the work, facilities, structures and other improvements referred to in clause 1.3 (b)(iii) and (iv);

"Building Works" means the works to be carried out over the site of the Easement for access and the lot burdened pursuant to Development Consent No 2001/0167(C) dated 28 August 2002 from Willoughby City Council (as amended from time to time) or such other Development Consent obtained from time to time relating to the multi-level car park on the lot burdened;

"Minor Encroachment" means any encroachment by any part of the Building Works into the site of the Easement for access by any distance not exceeding 0.5 metres;

"owner of the lot" includes any person entitled to possession of the whole or part of the lot or any person authorised by such person;

"site of the Easement for access" is the area described in clause 1.2;

**Instrument setting out terms of Easements or Profits à Prendre intended to be
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DP1075748

**Subdivision of Lot 1 DP 45712, Lot 2
DP 545359 and Lot 10 DP 861267 covered by
Subdivision Certificate No:**

"Subsurface Encroachment" means any encroachment by any part of the Building Works into that part of the site of the Easement for access below a depth of 1 metre below the surface of the ground within the site of the Easement for access at the levels of the surface existing at the date the Easement for access was created;

"Structural Elements" means all load bearing or supporting walls, columns, slabs, footings, foundations rock anchors, rock bolts, dowels and underpinnings and other like structures which directly or indirectly affect and are relevant to the rights and obligations granted pursuant to this Easement for access.

- 1.2 The site of the Easement for access is an area of land and airspace with vertical sides within the horizontal boundaries of the site of the Easement for access shown on the plan. The Easement for access is unlimited in depth but is limited in height to 3.5 metres above the inclined plane of the reduced ground level having the Australian Height Datum levels shown on the plan.
- 1.3 The owner of the lot benefited may:
- (a) by any reasonable means (including vehicles) go pass and repass across the lot burdened, but only within the site of this Easement for access, to gain access to or from the lot benefited, and
 - (b) do anything reasonably necessary for that purpose, at its sole risk, cost and expense, including but not limited to:
 - (i) entering the lot burdened; and
 - (ii) taking anything onto the lot burdened;
 - (iii) subject to first obtaining any required approvals or consents required under any law pertaining to the site of the Easement for access, carrying out work within the site of Easement for access, such as constructing, placing, repairing or maintaining trafficable surfaces and facilities associated with the Easement for access including but not limited to lighting, security, signs, security gates and associated structures and facilities, driveways and any other associated and required facilities for the use of the Easement for access; and

**Instrument setting out terms of Easements or Profits à Prendre intended to be
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DP1075748

**Subdivision of Lot 1 DP 45712, Lot 2
DP 545359 and Lot 10 DP 861267 covered by
Subdivision Certificate No:**

- (iv) subject to first obtaining any required approvals or consents required under any law affixing to the undersurface of any part of the Building Works erected over the site of the Easement for access any facilities including but not limited to lighting, security equipment and signs and repairing and maintaining any such facilities associated with the Easement for access.

1.4 In exercising those powers, the owner of the lot benefited must:

- (a) prior to commencing the Access Works, obtain at its own cost and expense a geotechnical report to establish the measure required to ensure the stability of the cliff edge and face are not detrimentally affected by the Access Works; and
- (b) use Reserve Road as the means of access to and from the site of the Easement for access; and
- (c) refuse access to vehicles over the Easement for access that exceed 2 tonne in weight or vehicles that exceed the height limit of access to the Easement for access; and
- (d) comply with any access or security requirements of the owner or occupier of the lot burdened, as may be advised from time to time; and
- (e) ensure all works are done in a proper and workmanlike manner using first class new materials; and
- (f) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (g) cause as little damage to the lot burdened or benefited as is practicable having regard to its former condition; and
- (h) restore the lot burdened as nearly as is practicable to its former condition; and
- (i) make good any collateral damage.

1.5 The owners of the lot burdened and the lot benefited must not:

- (a) obstruct the flow of traffic; or

**Instrument setting out terms of Easements or Profits à Prendre intended to be
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DP1075748

**Subdivision of Lot 1 DP 45712, Lot 2
DP 545359 and Lot 10 DP 861267 covered by
Subdivision Certificate No:**

- (b) park any vehicle or vehicles with a combined weight exceeding 2 tonne in the site of the Easement for access, or on any part of the lot burdened; or
 - (c) clean, grease, oil, repair or wash any vehicle in the site of the Easement for access or on any other part of the lot burdened; or
 - (d) cause or permit any rubbish to be placed, thrown or dropped in the site of the Easement for access or on any part of the lot burdened; or
 - (e) bring or leave on or permit to be brought or left on any part of the lot burdened any offensive, hazardous or dangerous substance.
- 1.6 The owner of the lot benefited must indemnify and keep indemnified the owner of the lot burdened from and against all actions suits claims and demands of whatsoever nature which may be brought against the owner of the lot burdened and all costs charges and expenses which the owner of the lot burdened may incur in respect of any accident, injury and/or damage to any person or property which any occur through any cause which may be consequent upon the use of the Easement for access by the owner of the lot benefited and their authorised users.
- 1.7
- (a) It is acknowledged by the owners of the lots benefited and burdened that the Easement for access is created prior to the Building Works being undertaken by the owner of the lot burdened over the site of the Easement for access and in the lot burdened.
 - (b) The owner of the lot burdened agrees to notify the owner of the lot benefited, prior to the commencement of the Building Works, or any part thereof, in the event that there will be any Minor Encroachments and the owner of the lot burdened will seek the written consent of the owner of the lot benefited to any such Minor Encroachments, which consent will not be unreasonably withheld.
 - (c) The owner of the lot burdened may, at any time conduct any Building Works that would be a Subsurface Encroachment provided that prior to the conduct of any such Building Works, the owner of the lot burdened applies to the owner of the lot benefited in writing for approval and provides detailed plans and specifications setting out all Structural Elements of the Building Works.

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

DP1075748

**Subdivision of Lot 1 DP 45712, Lot 2
DP 545359 and Lot 10 DP 861267 covered by
Subdivision Certificate No:**

- (d) The owner of the lot benefited must promptly provide its consent in writing to the Building Works under clause 1.7(c) except where in its opinion (acting reasonably) the Building Works reduce, interrupt or interfere with the rights granted pursuant to this Easement for access.
 - (e) The owner of the lot burdened, in carrying out any Building Works must take all reasonable steps to ensure that:
 - (i) reasonable safety measures are taken in relation to the Building Works (including erecting, where necessary, protective hoardings);
 - (ii) the Building Works are conducted in a proper and workmanlike manner and in accordance with the requirements of all applicable authorities and laws; and
 - (iii) the completed Building Works are regularly monitored and properly maintained so as to ensure there is no interruption or interference with the rights granted to the owner of the lot benefited pursuant to this Easement for access.
 - (f) The cost of any Building Works their monitoring and maintenance will be borne by the owner of the lot burdened and the owner of the lot burdened indemnifies and keeps indemnified the owner of the lot benefited from and against all actions suits claims and demands of whatsoever nature which may be brought against the owner of the lot benefited and all costs charges and expenses which the owner of the lot burdened may incur in respect of any accident, injury and/or damage to any person or property which may be consequent upon the conduct of any such Building Works by the owner of the lot burdened on the site of the Easement for access.
 - (g) If consent is obtained in accordance with clauses 1.7(b) and/or 1.7(d) of these terms in relation to Minor Encroachments and Subsurface Encroachments then, subject to clause 1.7(f), the owner of the lot benefited will have no claim against the owner of the lot burdened in relation to any such encroachments.
- 1.8 (a) If there is any dispute between the owner of the lot burdened and the owner of the lot benefited in relation to the Access Works and/or the

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

DP1075748

**Subdivision of Lot 1 DP 45712, Lot 2
DP 545359 and Lot 10 DP 861267 covered by
Subdivision Certificate No:**

Building Works, either party may refer the dispute to an independent Engineer for resolution.

- (b) The Engineer shall be instructed to:
 - (i) decide the dispute within the shortest practicable time; and
 - (ii) deliver a report stating the Engineer's opinion with respect to the matters in dispute, setting out the Engineer's decision;
- (c) The Engineer shall decide the procedures to be followed in order to resolve the dispute.
- (d) The owner of the lot burdened and the owner of the lot benefited must promptly provide the Engineer with all information and assistance the Engineer reasonably requests for the purpose of resolving the dispute.
- (e) The Engineer shall act as an independent expert, not as an arbitrator.
- (f) The Engineer's decision shall be final and binding on the owner of the lot burdened and the owner of the lot benefited (except in the case of manifest error).
- (g) Each owner shall bear one-half of the costs of the Engineer unless the Engineer considers that either the owner of the land burdened or the owner of the land benefited has acted unreasonably in which case the Engineer may specify a different contribution by the owners.
- (h) If the Engineer fails or refuses to provide a determination under this clause 1.8 within one month, either the owner of the land burdened or the owner of the land benefited may refer the dispute to the Institute of Engineers Australia (Sydney Division) for selection of a further Engineer and the provisions of this clause 1.8 will apply.
- (i) For the purposes of this clause 1.8:

"Engineer" means an engineer appointed by the owners in writing and failing agreement on that appointment within 2 weeks after a written request by either owner then by appointment by the President of the Institute of Engineers Australia (Sydney Division)("Institute") who is a member of the Institute and who has at least 5 years

**Instrument setting out terms of Easements or Profits à Prendre intended to be
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DP1075748

**Subdivision of Lot 1 DP 45712, Lot 2
DP 545359 and Lot 10 DP 861267 covered by
Subdivision Certificate No:**

experience as an engineer in the assessment of the structural integrity
of natural and built structures.

**Name of person empowered to release, vary, or modify the terms of the easement
numbered 1 in the plan**

Every person who is at any time entitled to an estate or interest in possession of the
land indicated as the lot benefited and each of them.

**2. Terms of Easement for Water Supply Purposes 2.5 wide numbered 3 in
the plan**

An Easement for Water Supply Purposes, in the terms set out in Memorandum
7158329B filed in the offices of Land and Property Information NSW.

3. Terms of positive covenant numbered 4 in the plan

The registered proprietor of the land hereby burdened (herein called the
“proprietor”) shall at all times in respect of the stormwater drainage detention
system (herein called the “system”) identified on the above Plan:

- (a) clean, maintain and repair all pits, tanks, pipe lines, orifice plates,
trench barriers, walls, earth banks and other structure and
- (b) 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
system PROVIDED HOWEVER that Willoughby City Council (herein
called the “Council”) shall have the right to enter upon the burdened
lot with all necessary materials and equipment at all 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 system;
 - (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 fourteen (14)
days of the date of 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

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

DP1075748

Subdivision of Lot 1 DP 45712, Lot 2
DP 545359 and Lot 10 DP 861267 covered by
Subdivision Certificate No:

recover as a liquidated debt the cost of such remedial work
from the proprietor forthwith upon demand.

4. Terms of Restriction of Use of Land numbered 5 in the plan

The registered proprietors of the land (hereby called the "proprietor") hereby
burdened covenant with the Willoughby City Council (hereby called the
"Council"):-

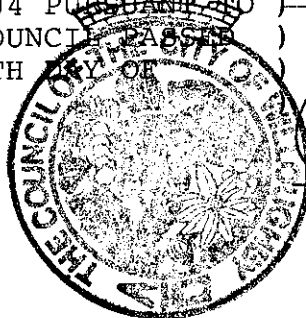
- (a) Not to erect or suffer to permit any building, structure or erection on
the whole or erection on the part of the land hereby burdened except:
 - (i) dividing fences;
 - (ii) such buildings, structures and erections as from time to time
form part of or are associated with the carrying out by the
proprietor of the land hereby burdened of his obligations under
the Positive Covenant as are approved by the Council; and
 - (iii) such other structures as are approved by the Council.

- (b) Not to alter or tamper with the detention levels or controlled outflow of
the system without consent in writing previously obtained from the
Council.

**Name of Authority empowered to release or vary or modify any or all of
the restrictions on the use of land or positive covenants referred to**

Willoughby City Council

THE COMMON SEAL OF THE COUNCIL)
OF THE CITY OF WILLOUGHBY WAS)
HERETO AFFIXED ON THE FIFTEENTH)
DAY OF OCTOBER 2004 PURSUANT TO)
A RESOLUTION OF COUNCIL)
ON THE TWENTY FIFTH)
FEBRUARY 2002.



[Handwritten signature]
.....)
MAYOR

[Handwritten signature]
.....)
GENERAL MANAGER

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

DP1075748

**Subdivision of Lot 1 DP 45712, Lot 2
DP 545359 and Lot 10 DP 861267 covered by
Subdivision Certificate No:**

SIGNED for and on behalf of **NORTHERN)
SYDNEY AREA HEALTH SERVICE** by its)
Chief Executive Officer pursuant to the)
authority conferred by section 135 of the)
Health Services Act 1997 in the presence of:)

.....
Signature of Witness

.....
Name of Witness
3 PALMERSTON PLACE SEAFORTH
HEALTH SERVICE DIRECTOR
Address and Occupation of Witness

.....
Signature of Chief Executive Officer

.....
Signature of Chief Executive Officer

.....
Name of Chief Executive Officer

SIGNED by me *R MASTERTON*)
as delegate of the **MINISTER FOR)
EDUCATION AND TRAINING** pursuant to)
s. 27 of the *Technical and Further Education)
Act 1990* and I hereby certify that I have no)
notice of the revocation of such delegation in)
the presence of:

.....
Signature of Witness

.....
Name of Witness

.....
Address and Occupation of Witness

.....
Signature of Delegate

.....
Signature of Delegate

.....
Name of Delegate

