

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

Plan: DP

Plan of easements over Lot 31 in DP1246820

PART 1 – CREATION

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

Crown Eastlakes Pty Limited ACN 602
863 838, Stateland BKK Pty Limited
ACN 700 517 332 and Stateland East
Pty Limited ACN 106 277 918
Level 29, 1 Market Street
Sydney NSW 2000

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 public access variable width (limited in stratum) (B)	Lot 31 in DP1246820	Bayside Council
2.	Restriction on use of land (On-site Detention System)	Lot 31 in DP1246820	Bayside Council
3.	Positive covenant (On-site Detention System)	Lot 31 in DP1246820	Bayside Council
4.	Restriction on use of land (Pump-out System)	Lot 31 in DP1246820	Bayside Council
5.	Positive covenant (Pump-out System)	Lot 31 in DP1246820	Bayside Council
6.	Restriction on use of land (Stormwater Quality Improvement Device)	Lot 31 in DP1246820	Bayside Council
7.	Positive covenant (Stormwater Quality Improvement Device)	Lot 31 in DP1246820	Bayside Council



Authorised delegate

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PART 2 – TERMS

1. Terms of easement for public access variable width (limited in stratum) (B) numbered 1 in the Plan

1.1 Grant of easement

Subject to the conditions in this easement, the registered proprietor of the lot burdened (**Grantor**) grants to Bayside Council (**the Council**) and its invitees (including members of the public) the full, free and unimpeded right to enter, pass and repass over and across the footway within the easement site designated "(B)" on the Plan (**Easement Site**) on foot or with wheelchairs or other disabled access aids.

1.2 Commencement of rights

The Council's rights under this easement are suspended until, and will commence on and from, the date on which an occupation certificate is issued for the part of the lot burdened that includes the publicly accessible footway within the Easement Site giving public access across the Easement Site.

1.3 Retail use

This easement does not prevent the conduct by the Grantor or its lessees, sub-lessees or licensees of retail activities, including the locating of tables and chairs, within external areas of the lot burdened and the inclusion of parts of the Easement Site within lease or licence areas, provided that use or inclusion does not prevent the exercise of rights under this easement by the Council and a clear 2 metre wide footpath is maintained.

1.4 Obligations

The Council must:

- (a) maintain the Easement Site in a manner consistent with the maintenance of the footpath that is part of the adjacent public road; and
- (b) promptly make good any damage caused by the exercise of the rights granted to the Council under this easement.

1.5 Power to release, vary or modify

The name of the authority having the power to release, vary or modify this easement is Bayside Council.



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**2. Terms restriction on use of land (On-site Detention System)
numbered 2 in the Plan**

2.1 Grant of restriction

The registered proprietor(s) shall not make or permit or suffer the making of any alterations to any on-site detention system, which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of **Bayside Council**.

The expression "on-site detention system" shall include all ancillary gutters, pipes, drains, orifice plate, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace "credit" is claimed against the storage volumes) and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage.

The on-site detention system is detailed on the plans approved by Elite Certification Pty Ltd as Construction Certificate No. E200053, issued on 25 August 2020 under Development Consent No. MP 09_0146.

Any on-site detention system constructed on the lot(s) burdened is hereafter referred to as the "on-site detention system".

2.2 Power to release, vary or modify

The name of the authority having the power to release, vary or modify this restriction is Bayside Council.

**3. Terms positive covenant (On-site Detention System)
numbered 3 in the Plan**

3.1 Grant of positive covenant

- (a) The registered proprietor of the lot(s) hereby burdened will in respect of the on-site detention system:
 - (i) keep the on-site detention system clean and free from silt, rubbish and debris;
 - (ii) maintain and repair the whole of the on-site detention system at the sole expense of the registered proprietors so that it functions in a safe and efficient manner;



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- (iii) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant;
 - (iv) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice; and
 - (v) refer to the maintenance schedule as an appendix to items (i) and (ii) mentioned above.
- (b) Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
 - (i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(d) above; and
 - (ii) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (A) any expense reasonably incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
 - (B) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

3.1 Power to release, vary or modify

The name of the authority having the power to release, vary or modify this positive covenant is Bayside Council.



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**4. Terms restriction on use of land (Pump-out System) numbered
4 in the Plan**

4.1 Grant of restriction

The registered proprietor(s) shall not make or permit or suffer the making of any alterations to any pump-out system, which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of Bayside Council.

The expression "on pump-out system" shall include all infiltration units, ancillary drains, kerbs, pits, grates, tanks, chambers and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage.

The pump-out system is detailed on the plans approved by Elite Certification Pty Ltd as Construction Certificate No. E200053, issued on 25 August 2020 under Development Consent No. MP 09_0146.

Any pump-out system constructed on the lot(s) burdened is hereafter referred to as the pump-out system".

4.2 Power to release, vary or modify

The name of the authority having the power to release, vary or modify this restriction is Bayside Council.

**5. Terms positive covenant (Pump-out System) numbered 5 in
the Plan**

5.1 Grant of positive covenant

- (a) The registered proprietor of the lot(s) hereby burdened will in respect of the pump-out system:
- (i) keep the pump-out system clean and free from silt, rubbish and debris;
 - (ii) maintain and repair the whole of the pump-out system at the sole expense of the registered proprietors so that it functions in a safe and efficient manner;
 - (iii) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an



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- emergency) to enter and inspect the land for the compliance with the requirements of this covenant;
- (iv) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice; and
 - (v) refer to the maintenance schedule as an appendix to items (i) and (ii) mentioned above.
- (b) Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
- (i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part (a)(iv) above; and
 - (ii) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (A) any expense reasonably incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
 - (B) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

5.2 Power to release, vary or modify

The name of the authority having the power to release, vary or modify this positive covenant is Bayside Council.



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6. Terms restriction on use of land (Stormwater Quality Improvement Device) numbered 6 in the Plan

6.1 Grant of restriction

The registered proprietor(s) shall not make or permit or suffer the making of any alterations to any Stormwater Quality Improvement Device (**SQID**), which is, or shall be, constructed/installed on the lot(s) burdened without the prior consent in writing of Bayside Council.

The expression "Stormwater Quality Improvement Device (SQID)" shall include all devices and mediums that are designed to treat stormwater as well as all ancillary drains, kerbs, pits, grates, chambers, basins that direct stormwater to the Stormwater Quality Improvement Device (SQID).

The Stormwater Quality Improvement Device (SQID) is detailed on the plans approved by Elite Certification Pty Ltd as Construction Certificate No. E200053, issued on 25 August 2020 under Development Consent No. MP 09_0146.

Any Stormwater Quality Improvement Device (SQID) constructed on the lot(s) burdened is hereafter referred to as "the device".

6.2 Power to release, vary or modify

The name of the authority having the power to release, vary or modify this restriction is Bayside Council.

7. Terms positive covenant (Stormwater Quality Improvement Device) numbered 7 in the Plan

7.1 Grant of positive covenant

(a) The registered proprietor of the lot(s) hereby burdened will in respect of the device:

- (i) keep the device clean and free from silt, rubbish and debris;
- (ii) maintain and repair the whole of the device at the sole expense of the registered proprietors so that it functions in a safe and efficient manner;
- (iii) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an


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- emergency) to enter and inspect the land for the compliance with the requirements of this covenant;
- (iv) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice; and
 - (v) refer to the maintenance schedule as an appendix to items (i) and (ii) mentioned above.
- (b) Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
- (i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part (a)(iv) above; and
 - (ii) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (A) any expense reasonably incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
 - (B) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

7.2 Power to release, vary or modify

The name of the authority having the power to release, vary or modify this positive covenant is Bayside Council.



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SIGNING PAGES

Signed on behalf of
Crown Eastlakes Pty Limited ACN 602 863
838 in accordance with section 127 of the
Corporations Act 2001, by:

Secretary/Director

Print name

Director

Print name

Signed on behalf of
Stateland BKK Pty Limited ACN 700 517 332
731 in accordance with section 127 of the
Corporations Act 2001, by:

Secretary/Director

Print name

Director

Print name

Signed on behalf of
Stateland East Pty Limited ACN 106 277 918
in accordance with section 127 of the
Corporations Act 2001, by:

Secretary/Director

Print name

Director

Print name



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Mortgagee

Signed by

as attorney for **Commonwealth Bank of
Australia ACN** ,
under power of attorney dated

in the presence of:

Attorney

Witness

Name

Print name

By executing this document the
attorney states that the attorney has
received no notice of revocation of the
power of attorney

Print address



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Council

Executed on behalf of the **Bayside Council** by its
Authorised Delegate pursuant to Sec 377 of the
Local Government Act 1993.

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



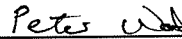
Authorised Delegate



Print name



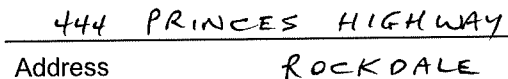
Position



Witness



Print name



Address



Authorised delegate